

178th BOARD YEAR

LEGISLATIVE ITEMS RECEIVED FOR COMMITTEE REFERRAL

File No.	Rec/Ref:	To:	Title
178-O-061	11/01/23 11/01/23	LU	ORD: Amend The Town Of Oconomowoc District Zoning Map Of The Waukesha County Zoning Code For The Town Of Oconomowoc By Conditionally Rezoning Certain Lands Located In Part Of The E ½ Of The SE ¼ Of Section 5, T8N, R17E, Town Of Oconomowoc, From The FLP Farmland Preservation District To The R-1 Residential District (RZ127)
178-O-062	11/03/23 11/03/23	LU	ORD: Amendments To The Zoning Maps Of The Waukesha County Shoreland Protection Ordinance, The Waukesha County Floodland Protection Ordinance And The Waukesha County Zoning Code (RZ132)
178-O-063	11/03/23 11/03/23	LU	ORD: Adopt Text Amendments To The Waukesha County Shoreland And Floodland Subdivision Control Ordinance (RZ128)
178-O-064	11/01/23 11/01/23	LU	ORD: Year 2023 Amendment To The Comprehensive Development Plan For Waukesha County (4 – Waukesha County Park And Planning Commission/Park And Open Space Plan, Waukesha County)
178-O-065	11/01/23 11/01/23	LU	ORD: Year 2023 Amendment To The Comprehensive Development Plan For Waukesha County (5 – Waukesha County Park And Planning Commission/Farmland Preservation Plan, Waukesha County)
178-O-066	11/03/23 11/03/23	LU	ORD: Amend The Text Of The Waukesha County Code Of Ordinances To Create The Requirement To Use Parcel Identification Numbers In Land Records Recording And Amend The Code To Reorganize Sections Regarding The Register Of Deeds From Chapter Three To Chapter Six
178-O-067	11/08/23 11/08/23	LU FI	ORD: Modify The 2023 Budget Of The Department Of Parks And Land Use To Appropriate Additional Expenditure Authority For The Golf Course Fund
178-O-068	11/08/23 11/08/23	PW FI	ORD: Modify The 2023 Department Of Public Works General Fund Budget For Inflationary Cost Increases Funded With American Rescue Plan Act Revenues
178-A-046	10/31/23	EX	APPT: Jeremy Johns Appointment Of Waukesha County Representative as the Veterans' Services Officer
178-O-069	11/06/23 11/06/23	JU FI	ORD: Approve Tower And Ground Space Lease Agreement With Dish Wireless L.L.C.
178-O-070	11/08/23 11/08/23	JU FI	ORD: Authorize The Waukesha County Sheriff's Department To Continue Contracted Municipal Patrol Services With The Village Of Merton
178-O-071	11/08/23 11/08/23	JU FI	ORD: Authorize The Waukesha County Sheriff's Department To Continue Contracted Municipal Patrol Services With The Village Of Sussex
178-O-072	11/03/23 11/03/23	HS	ORD: Establish And Approve The Department Of Health And Human Services 2023 Fees For The Regional Crisis Stabilization Facility
178-O-073	11/01/23 11/01/23	CB	ORD: Approve Compromise Settlement For Worker's Compensation Case Entitled Elizabeth Torn vs. County Of Waukesha

1 AMEND THE TOWN OF OCONOMOWOC DISTRICT ZONING MAP OF THE
2 WAUKESHA COUNTY ZONING CODE FOR THE TOWN OF OCONOMOWOC BY
3 CONDITIONALLY REZONING CERTAIN LANDS LOCATED IN PART OF THE E ½ OF
4 THE SE ¼ OF SECTION 5, T8N, R17E, TOWN OF OCONOMOWOC, FROM THE FLP
5 FARMLAND PRESERVATION DISTRICT TO THE R-1 RESIDENTIAL DISTRICT
6 (RZ127)
7

8 WHEREAS, after proper notice was given, a public hearing was held and the subject matter of
9 this Ordinance was approved by the Oconomowoc Town Board on October 2, 2023; and
10

11 WHEREAS, the matter was referred to and considered by the Waukesha County Park and
12 Planning Commission, which recommended approval and reported that recommendation to the
13 Land Use, Parks and Environment Committee and the Waukesha County Board of Supervisors,
14 as required by Section 59.69, Wis. Stats.
15

16 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
17 that the Town of Oconomowoc District Zoning Map of the Waukesha County Zoning Code,
18 Waukesha County, Wisconsin, adopted by the Waukesha County Board of Supervisors, on
19 February 26, 1959, is hereby amended to conditionally rezone certain lands located in part of the
20 E ½ of the SE ¼ of Section 5, T8N, R17E, Town of Oconomowoc, from the FLP Farmland
21 Preservation District to the R-1 Residential District, and more specifically described in the “Staff
22 Report and Recommendation” and map on file in the office of the Waukesha County Department
23 of Parks and Land Use and made a part of this Ordinance by reference RZ127, subject to the
24 following conditions:

- 25 1. The Zoning Amendment shall only amend the zoning on the five (5) acre parcel as shown on
26 Sheet 1 of the proposed CSM (Exhibit A). No other lands are to be rezoned.
27
- 28 2. A Certified Survey Map of the proposed parcel shall be prepared by a Professional Land
29 Surveyor in the State of Wisconsin, dividing the parcel as proposed, shall be reviewed and
30 approved by the Town Plan Commission and Town Board.
31
- 32 3. A Declaration of Restrictions shall be prepared and reviewed and approved by the Town
33 Planner and Waukesha County Planning and Zoning Division Staff and recorded in the
34 Waukesha County Register of Deeds Office that states that, pursuant to the Town of
35 Oconomowoc Comprehensive Land Use Plan -2035 and the Waukesha County
36 Comprehensive Development Plan, one (1) additional development right remains for the
37 remnant farm holdings and the proposed new lot is entitled to only one (1) dwelling unit.
38 Said restriction must state that the restriction shall apply in perpetuity unless the County
39 Comprehensive Development Plan Farmland Preservation designation under both the Town
40 of Oconomowoc Comprehensive Land Use Plan – 2035 and the Waukesha County
41 Comprehensive Development Plan for the property is amended in the future.
42

43 BE IT FURTHER ORDAINED that the Waukesha County Clerk shall file a certified copy of
44 this Ordinance with the Town Clerk of Oconomowoc.

COMMISSION ACTION

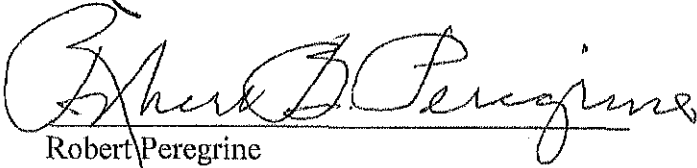
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Waukesha County Zoning Code hereby recommends approval of **RZ127 (Tremaine)** in accordance with the attached "Staff Report and Recommendation".

PARK AND PLANNING COMMISSION

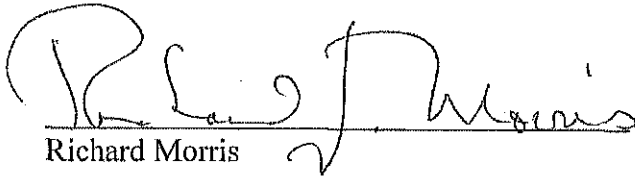
October 19, 2023



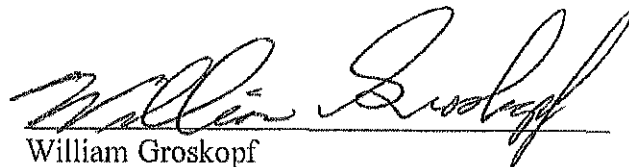
James Siepmann, Chairperson



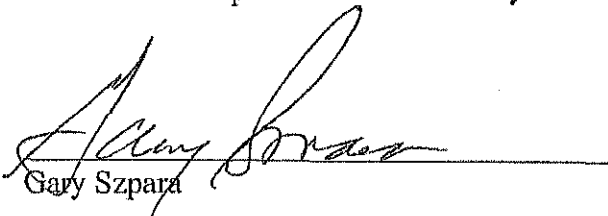
Robert Peregrine



Richard Morris



William Groskopf



Gary Szpara

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE
STAFF REPORT AND RECOMMENDATION
ZONING MAP AMENDMENT

DATE: October 19, 2023

FILE NO.: RZ127

OWNER/APPLICANT: Scott D. Tremaine Survivor's Trust
N88 W37962 Mapleton Road
Oconomowoc, WI 53066-8904

TAX KEY NO.: OCOT 0452.999

LOCATION:
The subject property is described as the E ½ of the SE ¼ of Section 5, T8N, R17E, Town of Oconomowoc. More specifically, the property is located at W380 N8856 Mill Street, containing approximately 77.8 acres.

EXISTING ZONING:
FLP Farmland Preservation District

PROPOSED ZONING:
R-1 Residential District

EXISTING USE(S):
Agricultural and Residential

REQUESTED USE(S):
Divide a 5-acre farm consolidation parcel from the parent parcel.

PUBLIC HEARING DATE:
September 18, 2023

PUBLIC COMMENT:
Matthew Burrill at W383 N9110 Klug Ct. asked if the existing home was utilized as a rental. The owner relayed that the existing residence is utilized as a rental and that his primary residence is next door to the subject property.

TOWN PLAN COMMISSION ACTION:
On October 2, 2023, the Town of Oconomowoc Plan Commission and Town Board recommended conditional approval of the rezone.

COMPLIANCE WITH THE COMPREHENSIVE DEVELOPMENT PLAN (CDP) FOR WAUKESHA COUNTY AND THE TOWN OF OCONOMOWOC CDP:

The property is designated in the Farmland Preservation category on the Comprehensive Development Plan for Waukesha County and in the Prime Agricultural category on the Town Land Use Plan. The proposal to rezone approximately five (5) acres is consistent with plan recommendations that call for a maximum density of one dwelling unit per 35 acres. The remnant acreage will be deed restricted from further non-agricultural development in accordance with Section 6.19 of the Waukesha County Zoning Code and Section 11(i) of the Waukesha County Shoreland and Floodland Protection Ordinance.

STAFF ANALYSIS:

The subject property is located north of CTH CW (Mapleton Road) and east of STH 67. Mill St. bisects the subject property and provides access to the existing home site as well as the adjacent residential development to the west. The property is approximately 77.8 acres and is currently being farmed. The property contains an existing single-family residence and an outbuilding. The existing residence is rented out and the property owner lives on the adjacent residential property to the east, off CTH CW.

The lands are zoned Farmland Preservation (FLP) pursuant to the Waukesha County Zoning Ordinances. The wooded area on the northwest corner of the property is zoned Environmental Corridor Overlay. Plan designations are Farmland Preservation and Farmland Preservation with Environmental Corridor Overlay per the Waukesha County Comprehensive Development Plan and Prime Agricultural on the Town of Oconomowoc Land Use Plan. The Farmland Preservation District states that new lots or new residences on less than 35 acres shall only be permitted with the creation and rezoning of a new parcel. The overall density of the farm tract must be maintained at one dwelling unit per 35 acres. Given that the farm tract contains 77.8 acres in the Farmland Preservation category, and only one development right has been utilized, the petitioner has one (1) available density right.

The property owner is proposing to divide five (5) acres from the southeast side of the property, adjacent to Mill St., and rezone the property to the R-1 Residential District for a farm consolidation, utilizing one (1) development right. The proposed lot will have frontage on both Mill St. and CTH CW. The proposed lot contains all of the existing improvements and does not contain any of the mapped environmental features. The proposed lot would be outside of the County's Shoreland and Floodland Protection Ordinance jurisdictional limits. The owner does not intend to utilize the other development right at this time, however, based on the required clustering provision for new residences within the FLP district and existing environmental features, any new lots would likely be created to the north of the existing residence, along Mill St.

The proposed parcel complies with the lot size requirements (1-5 acres) set forth by the FLP rezoning process, as well as the minimum average width requirements (150 ft.) of the R-1 District. The parcel location and existing residence will not limit the agricultural use of the remnant farmlands, preserving and maintaining productive and viable agricultural land that adds to the economic base of Waukesha County. The proposed 5-acre parcel meets the Farmland Preservation District siting standards for a farm consolidation as the improvements are clustered together and provide the least disruption to cultivated lands.

STAFF RECOMMENDATION:

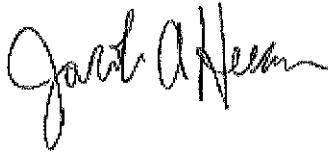
The Planning and Zoning Division Staff recommends this request be **approved**, subject to the following conditions, which are inclusive of the Town's conditions. Additions to the town's conditions are shown in **bold** and deletions are identified in a strikethrough format.

1. The Zoning Amendment shall only amend the zoning on the five (5) acre parcel as shown on the **Sheet 1 of the proposed CSM** (Exhibit A). No other lands are to be rezoned.
2. A Certified Survey Map of the proposed parcel shall be prepared by a ~~Registered~~ Professional Land Surveyor in the State of Wisconsin, dividing the parcel as proposed, shall be reviewed and approved by the Town Plan Commission and Town Board.
3. A Declaration of Restrictions shall be prepared and reviewed and approved by the Town Planner and Waukesha County Planning and Zoning **Division** Staff and recorded in the Waukesha County Register of Deeds Office that states that, pursuant to the Town of Oconomowoc Comprehensive Land Use Plan -2035 and the Waukesha County Comprehensive Development Plan, one (1) additional development right remains for the remnant farm holdings and the proposed new lot is entitled to only one (1) dwelling unit. Said restriction must state that the restriction shall apply in

perpetuity unless the County Comprehensive **Development** Plan Farmland Preservation designation under both the Town of Oconomowoc Comprehensive Land Use Plan – 2035 and the Waukesha County Comprehensive **Development** Plan for the property is amended in the future.

If approved as conditioned, the zoning change is consistent with Town and County Comprehensive Development Plan recommendations as the 35-acre farmland preservation density requirement is being met. The rezoning of five acres of land will allow the petitioner to consolidate all of the existing improvements on a new parcel while not limiting the agricultural use of the remaining farmlands. As conditioned and in accordance with the requirements of the Waukesha County Zoning Codes, a Deed Restriction will be recorded to disclose to future owners the remaining density rights on the original farm tract. This will ensure that the 35-acre density is maintained over time and that the vast majority of the land preserved on site remains in productive farmland or agricultural uses. This furthers the goals of the Farmland Preservation Plan to preserve the last remaining five square mile blocks of productive farmland within the County, adding to the economic base of Waukesha County and preserving the rural landscape.

Respectfully submitted,



Jacob Heermans
Senior Land Use Specialist

Attachments: Exhibit A: Sheet 1 of Proposed CSM
Rezone Map

N:\PRKANDLU\Planning and Zoning\Rezoning\Staff Reports\RZ127 Tremaine oct.doc

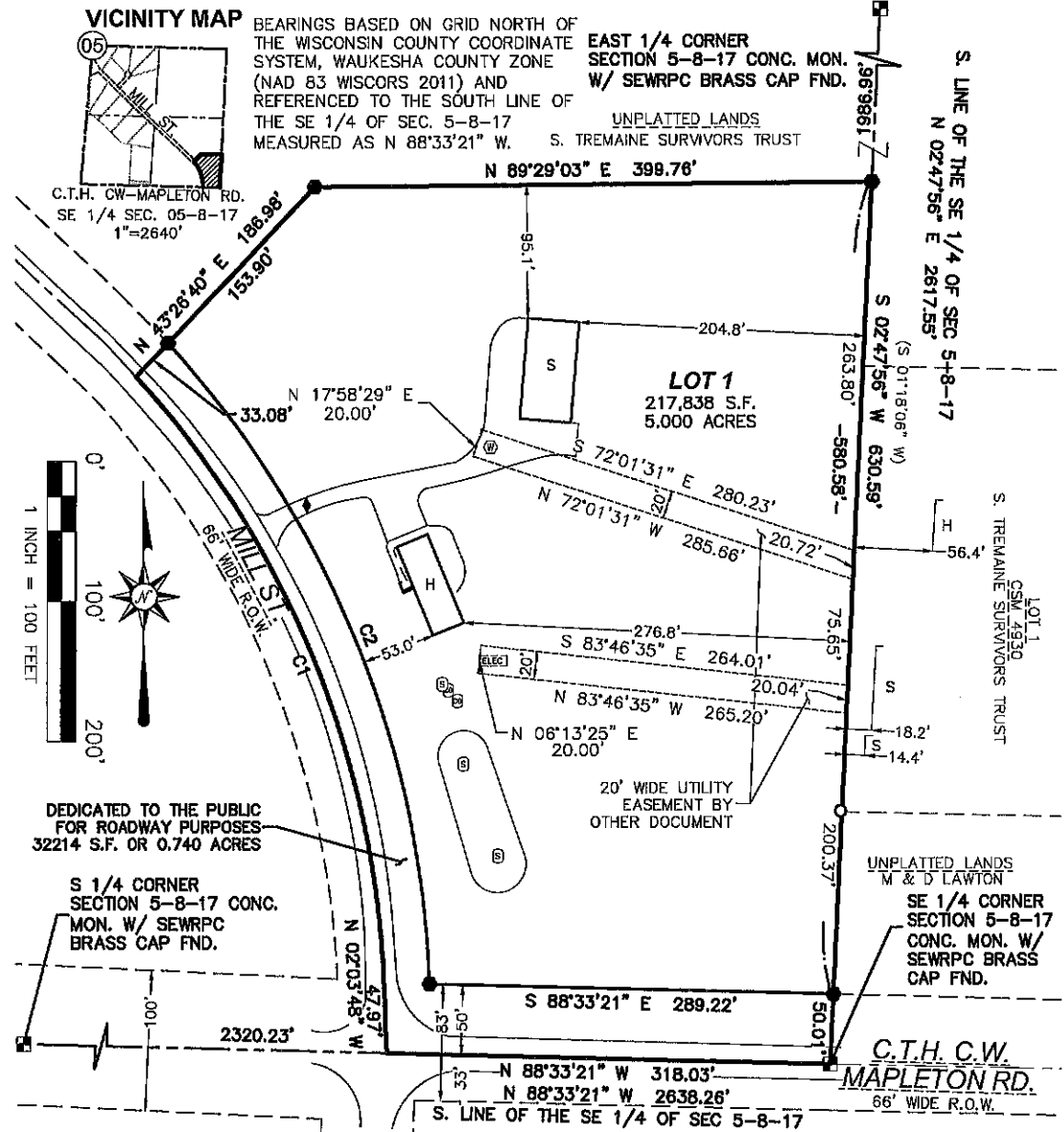
Exhibit A

RECEIVED
Waukesha County Dept Parks
and Land Use
07/14/2023

PRELIMINARY

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

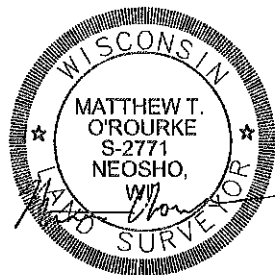
UNPLATTED LANDS BEING A PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 5, TOWN 8 NORTH,
RANGE 17 EAST, TOWN OF OCONOMOWOC WAUKESHA COUNTY, WISCONSIN.



CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	680.00'	40°23'34.30"	479.39'	469.53'	N 22°15'36" W	N 02°03'48" W	N 42°27'23" W
C2	713.00'	40°34'28.81"	504.92'	494.43'	N 22°21'32" W	N 02°04'18" W	N 42°38'47" W

LEGEND

- SECTION CORNER MONUMENT
- SET 0.75" O.D. X 18" REBAR WEIGHING 1,502 LBS/FT.
- FOUND 1" IRON PIPE OR NOTED WELL
- ⊙ SEPTIC VENT
- ⊙ SEPTIC CLEANOUT
- ◆ DRIVEWAY LOCATION



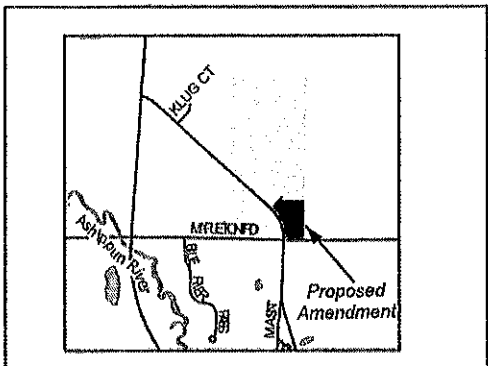
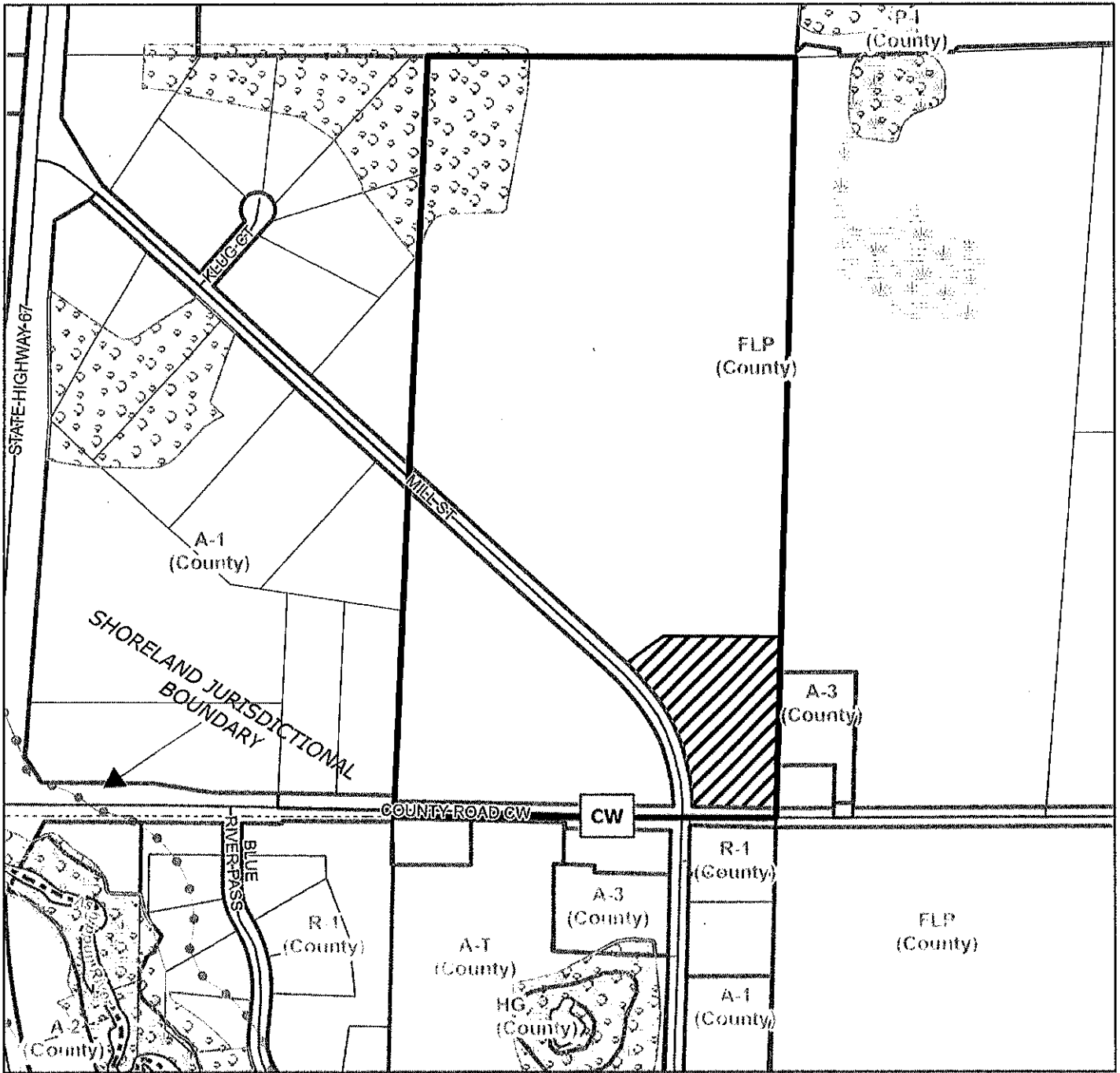
PREPARED FOR:
SCOTT D TREMAINE
SURVIVOR'S TRUST
N88W37962 MAPLETON RD.
OCONOMOWOC, WI 53066




LAND SURVEYING • LAND PLANNING
111 W. 2ND STREET
OCONOMOWOC, WI 53066
WWW.LANDTECHWI.COM
(262) 367-7599

DATED 07/12/2023
JOB# 23124
SHEET 1 OF 3

ZONING AMENDMENT

PART OF THE E 1/2 OF THE SE 1/4, SECTION 5,
TOWN OF OCONOMOWOC



-  CONDITIONAL COUNTY ZONING CHANGE FROM FLP FARMLAND PRESERVATION DISTRICT TO R-1 RESIDENTIAL DISTRICT
-  EC Environmental Corridor Overlay
-  C-1 Conservancy Overlay

FILE.....RZ127
 DATE OF PLAN COMMISSION.....10/19/23
 AREA OF CHANGE.....5 ACRES
 TAX KEY NUMBER.....OCOT 0452.999



Prepared by the Waukesha County Department of Parks and Land Use

1 AMENDMENTS TO THE ZONING MAPS OF THE WAUKESHA COUNTY SHORELAND
2 PROTECTION ORDINANCE, THE WAUKESHA COUNTY FLOODLAND PROTECTION
3 ORDINANCE AND THE WAUKESHA COUNTY ZONING CODE
4 (RZ132)
5

6 WHEREAS, the Federal Emergency Management Agency (FEMA) has published new
7 floodplain mapping for Waukesha County, effective October 19, 2023; and
8

9 WHEREAS, the Waukesha County Board of Supervisors approved the new FEMA floodplain
10 mapping on August 22, 2023; and
11

12 WHEREAS, the county's zoning maps are proposed to be revised to update floodplain and other
13 natural resource boundaries and to make other minor modifications as further described in the
14 "Staff Report and Recommendation" for RZ 132; and
15

16 WHEREAS, after proper notice was given, a public hearing was held and the subject matter of
17 this Ordinance was approved by the Waukesha County Park and Planning Commission on
18 October 19, 2023; and
19

20 WHEREAS, the matter was referred to and considered by the Waukesha County Park and
21 Planning Commission, which recommended approval and reported that recommendation to the
22 Land Use, Parks and Environment Committee and the Waukesha County Board of Supervisors,
23 as required by Sections 59.69, 59.692 and 87.30 Wis. Stats.
24

25 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
26 that the Amendments to the zoning maps of the Waukesha County Shoreland Protection
27 Ordinance, the Waukesha County Floodland Protection Ordinance and the Waukesha County
28 Zoning Code, and more specifically described in the "Staff Report and Recommendation" and
29 maps on file in the office of the Waukesha County Department of Parks and Land Use and made
30 a part of this Ordinance by reference RZ132, is hereby approved.
31

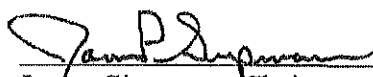
32 BE IT FURTHER ORDAINED that the Waukesha County Clerk shall file a certified copy of
33 this Ordinance with all Town Clerks.


COMMISSION ACTION


The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Zoning Maps for the Waukesha County Shoreland Protection Ordinance, the Waukesha County Floodland Protection Ordinance and the Waukesha County Zoning Code hereby recommends approval of **RZ132 (Zoning Map Amendment)** in accordance with the attached "Staff Report and Recommendation".

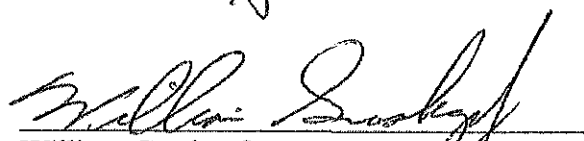
PARK AND PLANNING COMMISSION

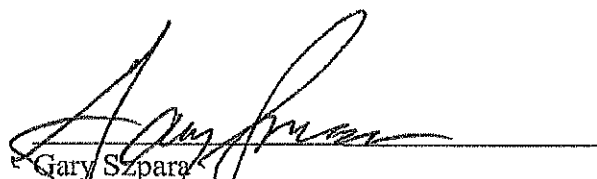
October 19, 2023


James Siepmann, Chairperson


Robert Peregrine


Richard Morris


William Groskopf


Gary Szpara

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE
STAFF REPORT AND RECOMMENDATION
ZONING MAP

FILE NO.: RZ132
DATE: October 19, 2023
PETITIONER: Waukesha County Park and Planning Commission

LOCATION:

These comprehensive map amendments pertain to shoreland and floodplain areas within the unincorporated parts of the county that are subject to the Waukesha County Shoreland Ordinance and the Waukesha County Floodland Protection Ordinance and the areas of the towns of Oconomowoc and Ottawa that are subject to the County Zoning Code. Shorelands are lands that are located within 1000' of public lakes or ponds, lands within 300' of navigable streams or to the full extent of the associated 100-year floodplain if the floodplain extends a distance greater than 1000' or 300', respectively.

PROPOSED ZONING:

The proposed map changes would rezone lands to and from various zoning categories to coincide with the adoption of new FEMA floodplain maps. The draft mapping is available for viewing in an "App" environment at www.waukeshacounty.gov/planningandzoning (click the "Mapping Resources" tab and the Draft County Zoning Map image to launch the app). The draft maps are also presented in PDF format for each affected town on the same webpage.

PUBLIC HEARING DATE:

October 19, 2023

PUBLIC REACTION:

Any comments offered by the public at the October 19, 2023 hearing will be addressed as part of the final staff recommendation. Notice of the availability of the draft maps was transmitted to all affected towns in September 2023. The FEMA floodplain mapping was subject of prior DNR-hosted open house sessions.

COMPLIANCE WITH THE COMPREHENSIVE DEVELOPMENT PLAN FOR WAUKESHA COUNTY:

The proposed map update implements several key recommendations of the County Development Plan. Wetlands and floodplains will continue to be protected with lowland zoning overlay classifications. Upland Environmental Corridors and Isolated Natural Resource Areas will continue to be protected with Environmental Corridor zoning overlays. Other lands will be zoned as used.

OTHER CONSIDERATIONS:

This map update has been initiated in response to the recent adoption of new Federal Emergency Management Agency (FEMA) floodplain mapping. The new FEMA floodplain maps were adopted by the County Board on August 22, 2023 and become effective on October 19, 2023. The revised FEMA floodplain boundaries have now been incorporated into the county zoning maps that are effective in the shoreland/floodland areas of the towns of Brookfield, Delafield, Eagle, Genesee, Merton, Mukwonago, Oconomowoc and Ottawa. The new County Floodland Protection Ordinance that also becomes effective on October 19, 2023 contains new zone names for floodplain zones. Floodplains are proposed to be zoned

as either Floodfringe or General Floodplain District and flood areas that are subject to flood flows will be designated as floodways. The current adopted dam failure floodplains will also continue to be designated as floodways, pursuant to state requirements. Finally, flood storage districts will be maintained in a separate layer.

The county is also required by state law to zone wetlands to protective zoning categories consistent with the most current available 2015 state wetlands inventory. Wetlands are proposed to continue to be designated with a C-1 Conservancy Overlay zoning designation. Similarly, the Southeastern Wisconsin Regional Planning Commission maintains a regional environmental corridor mapping inventory. The zoning maps incorporate the most current 2015 dataset with the Environmental Corridor Overlay designation matching the inventory boundaries.

Other minor changes relate to public and institutional land designations. Portions of two Town of Mukwonago private parcels had been zoned P-I District in the vicinity of Willow Spring Lake. They are proposed to be corrected to conventional zoning categories. Other lands that have been acquired by public entities for recreation or preservation are proposed to be zoned P-I District to reflect current ownership and use. A number of these parcels are part of the county's Monches Park holdings in Merton.

STAFF RECOMMENDATION:

It is the opinion of the Planning and Zoning Division Staff that this request be **approved**. The modernized zoning maps fulfill statutory obligations with the incorporation of required effective floodplain and wetland mapping. The modernized maps also serve to implement key recommendations of the County Development Plan by consistently zoning Environmental Corridors to protective zoning categories. The new maps will continue to display effective county zoning ordinance data upon a single map for each respective town and will allow for continued digital display of zoning data on the County GIS website making zoning information readily available to the public.

Respectfully submitted,

Jason Fruth

Jason Fruth
Planning & Zoning Manager

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1 ADOPT TEXT AMENDMENTS TO THE WAUKESHA COUNTY SHORELAND AND
2 FLOODLAND SUBDIVISION CONTROL ORDINANCE (RZ128)

3
4 WHEREAS, the Waukesha County Board of Supervisors enacted the Waukesha County
5 Shoreland and Floodland Subdivision Control Ordinance on June 23, 1970; and

6
7 WHEREAS, the Waukesha County Board of Supervisors may make amendments to such
8 Ordinance pursuant to Chapter 236, Wisconsin Statutes; and

9
10 WHEREAS, the proposed amendments to the Waukesha County Shoreland & Floodland
11 Subdivision Control Ordinance remove references to the Waukesha County Shoreland &
12 Floodland Protection Ordinance and insert references to the recently adopted Waukesha County
13 Shoreland Protection Ordinance and the Waukesha County Floodland Protection Ordinance; and

14
15 WHEREAS, the Waukesha County Department of Parks and Land Use held a public hearing on
16 September 21, 2023; and

17
18 WHEREAS, the proposed amendments have been duly referred, considered, and approved by the
19 Waukesha County Park and Planning Commission at its meeting of September 21, 2023; and

20
21 WHEREAS, the Waukesha County Park and Planning Commission has forwarded the proposed
22 amendments and the Staff Report and Recommendation to the Land Use, Parks and Environment
23 Committee and to the Waukesha County Board of Supervisors with its recommendation that the
24 proposed amendments be approved.

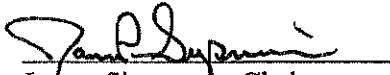
25
26 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
27 that the Waukesha County Shoreland and Floodland Subdivision Control Ordinance is hereby
28 amended to remove references to the Waukesha County Shoreland & Floodland Protection
29 Ordinance and insert references to the recently adopted Waukesha County Shoreland Protection
30 Ordinance and the Waukesha County Floodland Protection Ordinance, as more specifically
31 described in the "Staff Report and Recommendation" by reference RZ128, on file in the office of
32 the Waukesha County Department of Parks and Land Use, and made a part of this Ordinance.


COMMISSION ACTION

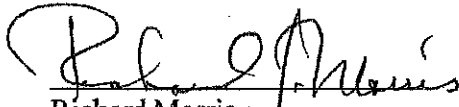
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Waukesha County Shoreland and Floodland Subdivision Control Ordinance hereby recommends **approval** of **RZ128 (Text Amendment)** in accordance with the attached "Staff Report and Recommendation".

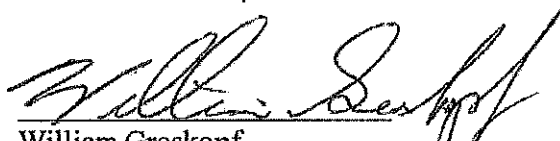
PARK AND PLANNING COMMISSION

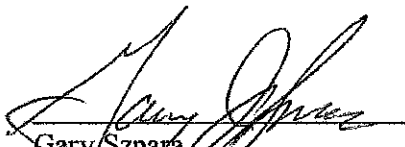
September 21, 2023


James Siepmann, Chairperson


Robert Peregrine


Richard Morris


William Groskopf


Gary Szpara

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE
STAFF REPORT AND RECOMMENDATION
TEXT AMENDMENTS TO THE
WAUKESHA COUNTY SHORELAND AND FLOODLAND
SUBDIVISION CONTROL ORDINANCE

FILE NO.: RZ128

DATE: September 21, 2023

PETITIONER: Waukesha County Park and Planning Commission

REQUEST:

Proposed amendments to the Waukesha County Shoreland and Floodland Subdivision Control Ordinance to update ordinance cross references to the recently adopted Waukesha County Floodland Protection Ordinance and Waukesha County Shoreland Protection Ordinance.

PUBLIC HEARING DATE:

September 21, 2023

PUBLIC COMMENT:

Any comments offered by the public at the September 21, 2023, hearing will be made a part of the record and considered in the final staff recommendation.

STAFF ANALYSIS:

On August 22, 2023, the Waukesha County Board adopted enrolled ordinances 178-38 and 178-39. Those respective ordinances created the Waukesha County Floodland Protection Ordinance and adopted a revised shoreland zoning ordinance to be called the Waukesha County Shoreland Protection Ordinance. As a result, the Waukesha County Shoreland and Floodland Protection Ordinance regulations will now be contained in the standalone floodplain and shoreland ordinances noted above.

The Waukesha County Shoreland and Floodland Subdivision Control Ordinance, which regulates land divisions, contains numerous text references to the Waukesha County Shoreland and Floodland Protection Ordinance. This amendment would update those references to reflect the standalone shoreland and floodplain ordinances that will become effective on October 19, 2023. In addition, a few minor edits were made to ensure this ordinance is referred to as the Waukesha County Shoreland and Floodland Subdivision Control Ordinance consistently throughout the document. A draft of the ordinance with proposed changes tracked (Exhibit A) is located at www.waukeshacounty.gov/planningandzoning (click the “Zoning Ordinances” and “Draft County/Town Ordinances” tabs).

STAFF RECOMMENDATION:

It is the opinion of the Planning and Zoning Division Staff that this request be **approved** subject to the following conditions.

1. This approval is subject to the final review of the Waukesha County Corporation Counsel’s office.

These minor ordinance amendments will keep the text references within the county's land division review ordinance in line with naming conventions of the recently adopted standalone shoreland and floodplain zoning ordinances.

Respectfully submitted,

Jason Fruth

Jason Fruth,
Planning and Zoning Manager

Enclosures: Exhibit A (draft zoning ordinance located at www.waukeshacounty.gov/planningandzoning -at bottom of page, click the blue "Zoning Ordinances" tab and then "Draft County/Town Ordinances") OR use the following link:

<https://www.waukeshacounty.gov/globalassets/parks--land-use/planning-zoning/draft-subdivision-control-ordinance-2023/draft-subdivision-control-ordinance.pdf>

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Proposed Amendments to the
Waukesha County Shoreland and Floodland Subdivision Control Ordinance
RZ128

REVISED 8/25/23

Note: To assist the reader, additions are identified in red and blue print and deletions contain a strike through format.

TITLE (TOC Page)

Repeal and Recreate

~~**WAUKESHA COUNTY SUBDIVISION CONTROL ORDINANCE**~~

WAUKESHA COUNTY SHORELAND AND FLOODLAND SUBDIVISION CONTROL ORDINANCE

SECTION 1

Repeal and Recreate subsection 1.6

Title

The name of this ordinance shall be known and cited as the "Waukesha County Shoreland and Floodland Subdivision Control Ordinance."~~"Floodland and Shoreland Subdivision Control Ordinance for Waukesha County."~~

SECTION 2

Repeal and Recreate subsection 2.2

Compliance

No person, firm, or corporation shall divide any land, located within the jurisdictional limits of these regulations which result in a subdivision, minor land division, or replat, as defined herein; no such subdivision, minor land division or replat, shall be entitled to record; and no street shall be laid out or improvements made to land without compliance with all the requirements of this Ordinance, and

- A. Provisions of Chapter 236 Wisconsin State ~~Statues~~Statutes.
- B. Rules of the Wisconsin Department of Transportation relating to safety of access and the preservation of public interest and investment in the highway system; if the land owned or controlled by the subdivider abuts a State trunk highway or connecting street and all provisions of TRANS 233.
- C. State Department of Natural Resources rules setting water quality standards, preventing and abating pollution and regulating septic systems.
- D. The Waukesha County Code of Ordinances regarding "Regulation of Private Sewage Disposal Systems, No. 151-34" which regulates all lands to be divided which are not served by public sewer or provisions of such service have not been made.

E. The Waukesha County Development Plan and all Development Plan elements including the Park and Open Space element.

F. The Waukesha County Construction Site, Erosion Control and Stormwater Management Ordinance.

~~G.~~ The Waukesha County Shoreland ~~and Floodland~~ Protection Ordinance.

~~G-H.~~ The Waukesha County Floodland Protection Ordinance.

~~H-I.~~ The rules of the Waukesha County Department of Public Works “Establishing Regulations for Access To and Work Within County Highway Rights-of-Way Ordinance 156-0-70”, and the Waukesha County Street and Highway Width Map.

~~I-J.~~ The Land Division Checklist adopted by separate resolution by the County Board which is attached hereto and incorporated herein as an exhibit, including any amendments that may be made thereto from time to time by the County Board by separate resolution.

SECTION 7

Repeal and Recreate Section 7.5(E)

E. Lot area and width shall comply with the standards set forth in Table 1 of this Ordinance. Said standards are also cross- referenced in the Waukesha County Shoreland ~~and Floodland~~ Protection Ordinance.

(Appendix)

Repeal and Recreate Table 1

Table 1
Minimum Lot Area and Width Requirements

	Minimum Lot Size	Minimum Lot Width
A-B Agricultural Business District	Five (5) acres, unless the Town Plan Commission determines that an existing use on a smaller parcel is appropriate and consistent with Section 13(a) of the County Shoreland & Floodland Protection Ordinance.	Three hundred (300) feet.
A-1 Agricultural District	Three (3) acres.	Two hundred (200) feet.
A-2 Rural Home District	Three (3) acres.	Two hundred (200) feet.
A-3 Suburban Estate District	Two (2) acres.	One hundred seventy-five (175) feet.
A-4 Country Estate District	One and one-half (1 1/2) acres.	Two hundred (200) feet.
A-5 Mini-Farm District	Five (5) acres.	Three hundred (300) feet.

AD-10 Agricultural Density-10 District	One acre.	One hundred fifty (150) feet.
A-T Agricultural Transition District	Twenty (20) acres.	Three hundred (300) feet.
B-1 Restricted Business District*	Thirty thousand (30,000) square feet.	One hundred twenty (120) feet.
B-2 Local Business District*	Thirty thousand (30,000) square feet.	One hundred twenty (120) feet.
B-3 General Business District*	Thirty thousand (30,000) square feet.	One hundred twenty (120) feet.
B-4 Community Business District	Sewered: Twenty thousand (20,000) square feet. Unsewered: Total site may not be less than ten (10) acres with outlots being created by a PUD.	One hundred twenty (120) feet (sewered) and two hundred forty (240) feet (unsewered).
B-P Mixed Use Business Park District	<u>Sewered</u> : Twenty thousand (20,000) square feet. <u>Unsewered</u> : Forty thousand (40,000) square feet.	One hundred twenty (120) feet (sewered) and two hundred forty (240) feet (unsewered).
DOD Downtown Okauchee District	Fourteen thousand (14,000) square feet	Eighty-four (84) feet
C-1 Conservancy District and C-1 Conservancy Overlay District	There are no specific minimum lot area or width requirements although conservancy zoned lands that lie within a larger parcel or tract of land, the remainder of which is zoned in any other district, shall have a minimum area requirement of that non-conservancy district, as specified in this table.	
EC Environmental Corridor District and E-C Environmental Corridor Overlay District	Two acres. Density parameters also apply pursuant to the Waukesha County Shoreland & Floodland Protection Ordinance.	None
EFD Existing Floodplain Development Overlay District	The lot area requirements of the base underlying zoning district shall apply. If no underlying use district has been established, the lot size provisions of the R-3 District shall apply.	The lot width requirements of the underlying zoning district shall apply. If no underlying use district has been established, the lot width provisions of the R-3 District shall apply.
FLC Farmland Conservancy District	Thirty-five (35) acres for agricultural parcels. New residences require rezoning to R-1 District and compliance with maximum parcel size standards of the Waukesha County Shoreland and Floodland Protection Ordinance.	None
FLP Farmland Preservation District	Thirty-five (35) acres for agricultural parcels. New residences require rezoning to R-1 District and compliance with maximum parcel size standards of the Waukesha County Shoreland and Floodland Protection Ordinance.	None

HG High Groundwater District	Five (5) acres, except that for HG lands that lie within a larger parcel or tract of land, the remainder of which is zoned in any other district, said parcel shall comply with the minimum (gross) parcel size requirement of that non HG district.	None
M-1 Limited Industrial District	One (1) acre.	One hundred fifty (150) feet.
M-2 General Industrial District	One (1) acre.	One hundred fifty (150) feet.
Q-1 Quarrying District	Three (3) acres.	Two hundred (200) feet.
R-1 Residential District*	One (1) acre. Note: Maximum parcel size requirements of the Waukesha County Shoreland & Floodland Protection Ordinance apply to lands rezoned R-1 from FLP or FLC Districts.	One hundred fifty (150) feet.
R-2 Residential District*	Thirty thousand (30,000) square feet.	One hundred twenty (120) feet.
R-3 Residential District*	Twenty thousand (20,000) square feet.	One hundred twenty (120) feet.
RRD-5 Rural Residential Density District	One (1) acre.	One hundred and fifty (150) feet.
*Thirty percent (30%) reduction in lot area and width requirements available if property is served by public sewer.		
Lot size and lot width requirements may be reduced pursuant to Conditional Use or other provisions of the Waukesha County Shoreland and Floodland Protection Ordinance.		

Editor's Notes:

Table 1 was created by Enrolled Ordinance 171-37, effective 09/28/16.

Table 1 was amended by Enrolled Ordinance 174-9, effective 05-04-2019, to add the DOD Downtown Okauchee District.

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YEAR 2023 AMENDMENT TO THE
COMPREHENSIVE DEVELOPMENT PLAN FOR WAUKESHA COUNTY
(4 – WAUKESHA COUNTY PARK AND PLANNING COMMISSION/PARK AND OPEN
SPACE PLAN, WAUKESHA COUNTY)

1 WHEREAS, on February 24, 2009, the Waukesha County Board of Supervisors in Enrolled
2 Ordinance 163-81, approved a Comprehensive Development Plan for Waukesha County; and
3

4 WHEREAS, said Comprehensive Development Plan for Waukesha County provides for annual
5 updates and amendment procedures; and
6

7 WHEREAS, on October 19, 2023, the Waukesha County Park and Planning Commission held a
8 Public Hearing to receive testimony on proposed changes to the Comprehensive Development
9 Plan for Waukesha County; and
10

11 WHEREAS, the staff has identified in a “Staff Report and Recommendation” dated October 19,
12 2023, a Staff Recommendation for a proposed change to the Comprehensive Development Plan
13 for Waukesha County; and
14

15 WHEREAS, the “Staff Report and Recommendation” has been reviewed by the Waukesha
16 County Park and Planning Commission on October 19, 2023, and a recommendation was
17 reported to the Land Use, Parks and Environment Committee and the Waukesha County Board
18 of Supervisors as required in the Comprehensive Development Plan for Waukesha County.
19

20 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
21 that the following amendment is hereby **approved** to the Year 2035 Comprehensive
22 Development Plan for Waukesha County:
23

- 24 4. *The Waukesha County Park and Planning Commission*, 515 W. Moreland Blvd.,
25 Waukesha, WI 53188, requests a comprehensive amendment to the Waukesha County
26 Park and Open Space Plan, which is Appendix A of the Comprehensive Development
27 Plan for Waukesha County. The proposed updated Park and Open Space Plan, associated
28 maps, and a summary of the proposed amendments can be viewed online at
29 <https://www.waukeshacounty.gov/ParksandOpenSpace>.
30

31 BE IT FURTHER ORDAINED that a more detailed description and map of the aforementioned
32 amendment is on file in the office of the Waukesha County Department of Parks and Land Use.

COMMISSION ACTION

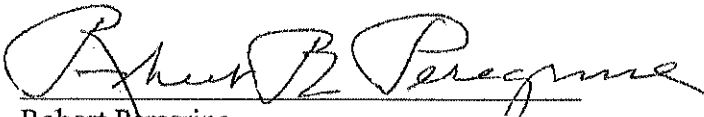
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance entitled "Year 2023 Amendment to the Comprehensive Development Plan for Waukesha County, (4 – Waukesha County Park and Planning Commission/Park and Open Space Plan) hereby recommends approval.

PARK AND PLANNING COMMISSION


October 19, 2023



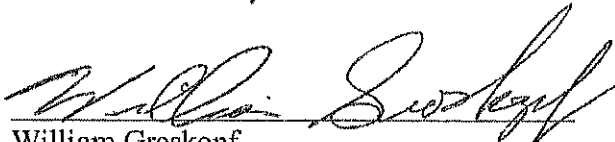
James Siepmann, Chairperson



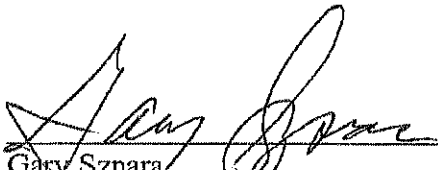
Robert Peregrine



Richard Morris



William Groskopf



Gary Szpara

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE
STAFF REPORT AND RECOMMENDATION FOR A
YEAR 2023 AMENDMENT TO THE COMPREHENSIVE
DEVELOPMENT PLAN FOR WAUKESHA COUNTY

DATE: October 19, 2023

PUBLIC HEARING DATE:
Thursday, October 19, 2023, 2:00 p.m.

REQUEST:

4. *The Waukesha County Park and Planning Commission*, 515 W. Moreland Blvd., Waukesha, WI 53188, requests a comprehensive amendment to the Waukesha County Park and Open Space Plan, which is Appendix A of the Comprehensive Development Plan for Waukesha County. The proposed updated Park and Open Space Plan, associated maps, and a summary of the proposed amendments can be viewed online at <https://www.waukeshacounty.gov/ParksandOpenSpace>.

PUBLIC REACTION

Public Information Meeting

On August 15, 2023, the Waukesha County Department of Parks and Land Use hosted a Public Information Meeting regarding the proposed amendments. The following summarizes comments submitted by the public:

- Encourage continued communication and application of County guidelines and regulations as they pertain to development, preservation, and uses within the park system.
- Support enhancement to community outreach and partnerships in development, preservation, and uses within the park system.
- Support of trail-related items such as continued exploration for connection of the County's regional trail system with local trails, parks, and community destinations.
- Encourage the continual investigation of additional opportunities for trail routing/maintenance within existing system.
- Investigate the expansion of nature play areas within the park system.

Public Hearing

There were no public comments at the public hearing.

STAFF ANALYSIS:

The Waukesha County Park and Open Space Plan has been an element of the Comprehensive Development Plan for Waukesha County since its inception in 1996. The goals of the plan were established from the regional park and open space planning program developed by Southeastern Wisconsin Regional Planning Commission in 1977. The County started planning for priority park and recreation facility sites in 1957. The last comprehensive amendment to the Park and Open Space Plan was in 2018.

The plan serves as a guide for the acquisition, preservation, development and management of park, recreation, and open space lands in the County. The Waukesha County Department of Parks and Land Use coordinates with local units of government, non-profit organizations, and the State of Wisconsin.

Wisconsin to avoid duplication when delivering park and recreation services. The Plan is also designed to meet State planning requirements for outdoor recreation funding programs, thereby affording the County eligibility to apply for, and receive, available State and Federal funds to assist in the acquisition and development of recommended park and open space sites and facilities.

In 2017, the Waukesha County Business Alliance, the Waukesha-Ozaukee-Washington Workforce Development, Inc. and Waukesha County surveyed businesses to gain greater insight into their relocation, expansion and workforce projections and needs. When asked “If you were going to relocate your business, please choose the top three factors that would be most important”, park and recreational opportunities ranked very high. As part of Southeastern Wisconsin Regional Planning Commission’s VISION 2050 long-range land use planning effort, a majority of respondents felt it was very important to provide bicycle facilities to the region and over 90% of residents think it is important to preserve natural and agricultural resources.

In order to ensure that the Park and Open Space Plan remains current and continues to be an effective tool for planning into the future, the Waukesha County Department of Parks and Land Use gathered significant input from the public, local municipalities, DNR, and local non-profit conservation organizations and is, therefore, proposing another comprehensive update to the Plan. The proposed updated Park and Open Space Plan, associated maps, and a summary of the proposed amendments, which include the changes requested as part of the public hearing process, can be viewed online at <https://www.waukeshacounty.gov/ParksandOpenSpace>. The following is a summary of the proposed updates (also see the Parks Division Memorandum attached as Exhibit A):

- Improved formatting, graphics and usability.
- Additional mapping and summaries of facility types (Developed Parks, Undeveloped Parks, Greenways, Lake Access, Specialty Areas, and Regional Trails).
- Comprehensive updating of proposed and existing open space, multi-modal facilities, and land ownership. This was coordinated with the State, local municipalities, and nonprofit organizations/ lake districts and associations.
- New chapter specific to County Natural Land Management and enhanced detail provided within each facility page.
- Updated County park-system facility information and maps.
- Updated potential Wetland Mitigation Banking Sites program.
- Updated Park-system projects and budget priorities.
- Updated Outdoor Recreation & Conservation funding section.

STAFF RECOMMENDATION:

It is the opinion of the Planning and Zoning Division Staff that this request be **approved**. The proposed updates to the Park and Open Space Plan reflect existing and proposed park and open space conditions and short and long-term Department objectives. Having these sites identified on a map in advance of purchase, allows the County to plan accordingly.

The updated Plan serves as a guide for the acquisition, preservation, development, and management of park, recreation and open space lands in the County. The plan is also designed to meet State planning requirements to be eligible for State and Federal funding to assist in the acquisition and development of recommended park and open space sites and facilities.

Respectfully submitted,

Jason Fruth

Jason Fruth
Planning and Zoning Manager

JF:kb

Attachment: Exhibit A, 9/13/23 Memorandum from Lynda Fink, Senior Landscape Architect

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MEMO

To: Waukesha County Park & Planning Commission

Date: 09/13/2023

From: Lynda Fink, Senior Landscape Architect, Waukesha County

Re: 2023 Park & Open Space Plan

Every few years, the Department of Parks and Land Use coordinates with local units of government, non-profit conservation organizations, and the State of Wisconsin to update the Waukesha County Park and Open Space Plan. The Plan is a component of the Comprehensive Development Plan for Waukesha County serving as a guide for the acquisition, preservation, development and management of park, recreation and open space lands in the County. Through coordination, the Plan prevents duplication when delivering park and recreation services.

The Park and Open Space Plan is also designed to meet State planning requirements for outdoor recreation funding programs, thereby affording the County eligibility to apply for, and receive, available State and Federal funds to assist in the acquisition and development of recommended park and open space sites and facilities.

The draft of the 2023 Park & Open Space Plan can be found on-line here for review:

<https://www.waukeshacounty.gov/landandparks/park-system/ParkAndOpenSpace2023draft/>

A summary of the Park and Open Space Plan 2023 Updates is listed below:

- Improved formatting, graphics and usability.
- Additional mapping and summaries of facility types (Developed Parks, Undeveloped Parks, Greenways, Lake Access, Specialty Areas, and Regional Trails).
- Comprehensive updating of proposed and existing open space, multi-modal facilities, and land ownership. This was coordinated with the State, local municipalities, and nonprofit organizations/ lake districts and associations.
- New chapter specific to County Natural Land Management and enhanced detail provided within each facility page.
- Updated County park-system facility information and maps.
- Updated potential Wetland Mitigation Banking Sites program.
- Updated Park-system projects and budget priorities.
- Updated Outdoor Recreation & Conservation funding section.

YEAR 2023 AMENDMENT TO THE
COMPREHENSIVE DEVELOPMENT PLAN FOR WAUKESHA COUNTY
(5 – WAUKESHA COUNTY PARK AND PLANNING COMMISSION/FARMLAND
PRESERVATION PLAN, WAUKESHA COUNTY)

1 WHEREAS, on February 24, 2009, the Waukesha County Board of Supervisors in Enrolled
2 Ordinance 163-81, approved a Comprehensive Development Plan for Waukesha County; and
3

4 WHEREAS, said Comprehensive Development Plan for Waukesha County provides for annual
5 updates and amendment procedures; and
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7 WHEREAS, on October 19, 2023, the Waukesha County Park and Planning Commission held a
8 Public Hearing to receive testimony on proposed changes to the Comprehensive Development
9 Plan for Waukesha County; and
10

11 WHEREAS, the staff has identified in a “Staff Report and Recommendation” dated October 19,
12 2023, a Staff Recommendation for a proposed change to the Comprehensive Development Plan
13 for Waukesha County; and
14

15 WHEREAS, the “Staff Report and Recommendation” has been reviewed by the Waukesha
16 County Park and Planning Commission on October 19, 2023, and a recommendation was
17 reported to the Land Use, Parks and Environment Committee and the Waukesha County Board
18 of Supervisors as required in the Comprehensive Development Plan for Waukesha County.
19

20 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
21 that the following amendment is hereby **approved** to the Year 2035 Comprehensive
22 Development Plan for Waukesha County:
23

- 24 5. *The Waukesha County Park and Planning Commission*, 515 W. Moreland Blvd.,
25 Waukesha, WI 53188, requests a comprehensive amendment to the 2011 Waukesha County
26 Farmland Preservation Plan, which is Appendix D of the Comprehensive Development Plan
27 for Waukesha County, in accordance with Chapter 91 of the *Wisconsin Statutes* that requires
28 a 10-year recertification of the plan. The draft plan can be viewed online at
29 www.waukeshacounty.gov/planningandzoning (see the “Special Projects” heading in the
30 lower right portion of this webpage).
31

32 BE IT FURTHER ORDAINED that a more detailed description and map of the aforementioned
33 amendment is on file in the office of the Waukesha County Department of Parks and Land Use.
34

35 BE IT FURTHER ORDAINED that the Waukesha County Clerk shall transmit copies of this
36 Ordinance and copies of the Plan to the governing bodies of all of the cities, villages and towns
37 within the county and to the designated agencies set forth in sec. 66.1001, Wis. Stats.

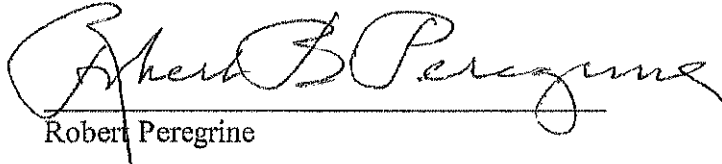
COMMISSION ACTION

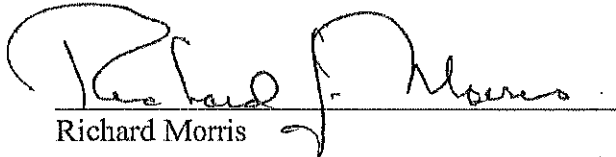
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance entitled "Year 2023 Amendment to the Comprehensive Development Plan for Waukesha County, (5 – Waukesha County Park and Planning Commission/Farmland Preservation Plan) hereby recommends approval.

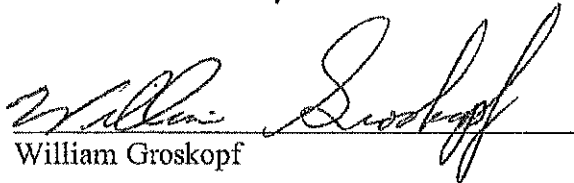
PARK AND PLANNING COMMISSION

October 19, 2023


James Siepmann, Chairperson


Robert Peregrine


Richard Morris


William Groskopf


Gary Szpara

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE
STAFF REPORT AND RECOMMENDATION
YEAR 2023 AMENDMENT TO THE COMPREHENSIVE
DEVELOPMENT PLAN FOR WAUKESHA COUNTY

DATE: October 19, 2023

REQUEST:

Year 2023 amendment to the Comprehensive Development Plan for Waukesha County to update and amend the Waukesha County Farmland Preservation Plan pursuant to the procedures outlined in the Plan.

5. *The Waukesha County Department of Parks and Land Use* requests that the Waukesha County Farmland Preservation Plan (Appendix D of the Comprehensive Development Plan for Waukesha County) be updated and amended in order to comply with the requirements of the State of Wisconsin farmland preservation law, which are set forth in Chapter 91 of the *Wisconsin Statutes*. The plan is available for viewing at www.waukeshacounty.gov/planningandzoning, see the “Special Projects” heading.

PUBLIC HEARING DATE:

Thursday, September 21, 2023.

PUBLIC REACTION

None. The draft plan was also circulated to all Waukesha County municipalities in draft form. All minor comments have been addressed in the proposed plan.

STAFF ANALYSIS:

State farmland preservation law sets forth requirements for county farmland preservation plans in counties that have communities with certified farmland preservation zoning ordinances. In counties where certified farmland preservation zoning ordinances are in effect, law requires that counties update farmland preservation plans every ten years. In order to align with 2020 census data availability, the county received a two-year extension to the end of 2023 to prepare this plan update. Portions of the towns of Eagle, Oconomowoc, Ottawa contain farmland preservation zoning. The Waukesha County Zoning Code and Waukesha County Shoreland and Floodland Protection Ordinance (relative to Ottawa and Oconomowoc) and the Town of Eagle Zoning Code are the certified ordinances in effect within the county.

The 2023 draft Farmland Preservation Plan (FPP) is available for viewing in its entirety on the Waukesha County website at www.waukeshacounty.gov/planningandzoning under the Special Projects heading. The Waukesha County Corporation Counsel and the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) have reviewed drafts of this plan. DATCP has indicated that final certification of the plan is expected within the next week.

The current FPP was adopted by the County Board in 2011. The 2011 plan was a full refresh of the county’s farmland preservation plan and was guided by an advisory committee of farmers, planners and other stakeholders. Because of the comprehensive nature of the 2011 plan update and because relatively little has changed in the county regarding generalized agricultural land use patterns and interest in farmland preservation over the past twelve years, this plan update is generally limited to bringing in updated census data, SEWRPC land use data, various other updated farm and agricultural support industry data and updated maps. As has been typical over many decades, updated statistics show that between 2011 and 2020, the number of agricultural acres in the county continued to decline while residential and other urban uses increased. For the first time, the number of acres in

residential land use now exceeds the number of agricultural acres within the county. However, farming continues to be an important part of the landscape and is validated as having value by virtue of local plans in four communities that designate lands for farmland preservation.

This plan continues to set forth three primary farmland preservation objectives:

1. Identify sustainable blocks of productive agricultural lands to target for preservation.
2. Minimize land use conflicts in designated farmland preservation areas.
3. Encourage agricultural investment and promote farmland incentive program for areas designated as farmland preservation areas.

The 2011 Plan carried forward some of the key criteria of previous generations of land use and farmland preservation plans for the county in calling for preservation of intact blocks of farmland in minimum five square mile contiguous blocks and preserving prime agricultural soils in such blocks. The 2023 Plan update advances the same standard, with the only caveat being that lands with existing or planned agricultural conservation easements are proposed to be made eligible for inclusion in farmland preservation areas, regardless of sewer service area boundaries. The application of the five square mile block, soils and sewer service area criteria has again resulted in preservation maps (see Maps DB1-DB-4 at end of plan) that are similar to those displayed in the original 1996 County Development Plan. The northern part of the Town of Oconomowoc, the far western portions of the towns of Ottawa and Eagle and a single Merton farm are the only areas formally designated for farmland preservation.

A total of 14,624 acres, of which approximately 9,855 acres is cultivated, has been designated within the Farmland Preservation land use category, with the majority of that acreage being located within the Town of Oconomowoc (see Map DB-2 and Map D3-2). Lands that meet these criteria are proposed to be mapped in the Farmland Preservation category of the WCCDP, which permits a maximum density of one dwelling unit per 35 acres. This designation is consistent with the local plan designations of the subject towns.

The 2011 Advisory Committee strongly supported making farmland preservation programs available to lands that fell short of the 5 square mile block standard if, in the future, there was landowner and community interest in preservation. Accordingly, the adopted 2011 plan and this plan update identified a "secondary standard" that would enable blocks of land as little as 1,000 acres to be eligible for consideration as farmland preservation areas if the local municipality requested designation of part or all of such an area as an Agricultural Enterprise Area. No such requests have been advanced since 2011. However, in 2018, a single Town of Merton farm owner requested the town and county's support to be designated in the farmland preservation category directly adjacent to the Town of Oconomowoc farmland preservation area. That request was approved by both parties and the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP). Similar to the 2011 plan, ten unrefined areas have been mapped as meeting the secondary eligibility standard. These areas encompass 20,283 acres (see Map D3-2 and Exhibit A). Lands within these areas would only be considered farmland preservation areas if landowner and local support for such a designation was demonstrated in the future.

Similar to the 2011 plan, the 2023 plan contains maps that identify remaining farmland in twelve different township areas. As noted above, the recommended farmland preservation areas are limited to the towns of Eagle, Oconomowoc, Ottawa and Merton. Analysis shows that the 2011 Plan has been highly successful in preserving farmland within designated farmland preservation land use categories. Only four requests have been made to remove lands from the farmland preservation category since 2011. All four requests were for parcels of less than ten acres and were approved as part of the annual plan amendment process after a determination was made that the lands were better suited for other uses and that the redesignation would not undermine the remaining five square mile block. In addition, two farms, with a total of 226.5 acres, were added to the Farmland Preservation category within the towns of Merton and Ottawa in accordance with the owners' requests and with the support of the local municipalities and Waukesha County. The existing Farmland Preservation Plan and the county zoning ordinances allow for residential densities of one dwelling unit per 35 acres in farmland preservation areas. Since 2011, 17 new residential parcels encompassing 48 acres have been created within the farmland preservation areas that are subject to county zoning ordinances.

This plan proposes to maintain the existing farmland preservation areas with the above described minor changes and also with minor adjustments within the Town of Oconomowoc to reclassify several parcels of less than ten acres to conventional land use plan categories. An annexation of Town of Oconomowoc lands to Lac La Belle also results in a small change in the preservation maps. Pages D1-6 and D1-7, along with Exhibit E found at the end of the plan, detail the Oconomowoc map changes.

STAFF RECOMMENDATION:

It is the opinion of the Planning and Zoning Division Staff that this request be **approved**.

The proposed Farmland Preservation Plan amendments update agricultural statistics and affirms the criteria that are used to map the farmland preservation areas within the towns of Eagle, Oconomowoc and Ottawa and a single farm within the Town of Merton. This updated plan will keep landowners eligible for tax credits and other incentives while preserving productive farmland within remaining five square mile blocks. The plan complies with the statutory requirements for farmland preservation plans and only includes lands for preservation that have been supported for inclusion in this plan by virtue of a similar local land use plan designation.

Respectfully submitted,

Jason Fruth

Jason Fruth
Planning and Zoning Manager

JF:kb

1 AMEND THE TEXT OF THE WAUKESHA COUNTY CODE OF ORDINANCES TO
2 CREATE THE REQUIREMENT TO USE PARCEL IDENTIFICATION NUMBERS IN LAND
3 RECORDS RECORDING AND AMEND THE CODE TO REORGANIZE SECTIONS
4 REGARDING THE REGISTER OF DEEDS FROM CHAPTER THREE TO CHAPTER SIX
5

6 WHEREAS, Wisconsin Statutes Section 59.43(7)(b) authorizes a county to enact an ordinance to
7 require the inclusion of a Parcel Identification Number on all conveyance documents for
8 administrative purposes only; and
9

10 WHEREAS, a Parcel Identification Number, also referred to as "PIN", "parcel identifier
11 number", "parcel ID number, or "parcel number", is also commonly known as a Tax Key
12 Number; and
13

14 WHEREAS, Parcel Identification Numbers can be obtained from the Waukesha County Tax
15 Listing Office or from the local assessor of a municipality; and
16

17 WHEREAS, Parcel Identification Numbers are used by various Waukesha County departments
18 and the general public to locate land and related information; and
19

20 WHEREAS, the Waukesha County Register of Deeds is in the process of implementing a
21 recording notification service for the land records system which will allow property owners in
22 Waukesha County to enroll to receive a notification when a document affecting their property is
23 recorded; and
24

25 WHEREAS, the recording notification service will rely on legal descriptions and Parcel
26 Identification Numbers for property identification; and
27

28 WHEREAS, requiring the use of Parcel Identification Numbers on conveyance documents is
29 mandatory for the functioning of the recording notification service; and
30

31 WHEREAS, Sections 3-21 and 3-23 of Chapter 3 of the Waukesha County Code are duplications
32 of Sections 6-22 and 6-24 of Chapter 6 of the Waukesha County Code; and
33

34 WHEREAS, it is desirable to remove the duplicative language in Sections 3-21 and 3-23 and to
35 move the remaining Section 3-22 to Article IV of Chapter 6 to be consistent and uniform.
36

37 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
38 that the Waukesha County Code is hereby amended by adding a new section that reads as
39 follows:
40

41 **Sec. 6-28 Land Records Recordings: Required Use of Parcel Identification**
42 **Numbers**
43

- 44 (a) A Parcel Identification Number (PIN) shall be required for the recording of any
45 conveyance, as defined in Section 706.01(4), Wisconsin Statutes, of any interest
46 in real estate located in Waukesha County. Any conveyance shall contain
47 reference to the Parcel Identification Number affected.
48

49 (b) A Parcel Identification Number, also commonly referred to as a Tax Key Number,
50 may be obtained from the local assessor of a municipality or the Waukesha
51 County Tax Listing Office.

52
53 (c) A person recording a conveyance for a newly created parcel for which a Parcel
54 Identification Number has not yet been assigned may provide the Parcel
55 Identification Number for the parcel from which the newly created parcel was
56 formed.

57

58 BE IT FURTHER ORDAINED that Section 3-21 and Section 3-23 of Chapter 3 of the
59 Waukesha County Code be repealed as duplicative.

60
61 BE IT FURTHER ORDAINED that Section 3-22 of Chapter 3 of the Waukesha County Code be
62 moved to Chapter 6, Article IV and the editor may appropriately renumber this section to
63 conform to the numbering system contained therein.

64

65 BE IT FURTHER ORDAINED that Sections 3-21 through 3-23 of the Waukesha County Code
66 be reserved for future use.

67

68 BE IT FURTHER ORDAINED that the effective date of this ordinance shall be January 1, 2024.

1 MODIFY THE 2023 BUDGET OF THE DEPARTMENT OF PARKS AND LAND USE
2 TO APPROPRIATE ADDITIONAL EXPENDITURE
3 AUTHORITY FOR THE GOLF COURSE FUND
4

5 WHEREAS, the golf courses at Naga-Waukee and Moor Downs provide recreational golf opportunities
6 for the public; and
7

8 WHEREAS, the Department of Parks and Land Use maintains a Golf Course Fund designated for
9 managing the financial aspects of operating the golf courses, covering both expenses and revenues; and
10

11 WHEREAS, the Golf Course Fund is not directly supported by County tax levy and the current 2023 Golf
12 Course Fund budget was developed through prior year estimations; and
13

14 WHEREAS, Naga-Waukee and Moor Downs golf courses have experienced record-breaking revenues in
15 2023 with a year-to-date revenue of \$2.7 million for the two golf courses; and
16

17 WHEREAS, golf course expenditures for 2023 are estimated to be \$85,000 over the 2023 Golf Course
18 operating budget expenditure authority; and
19

20 WHEREAS, the additional expenditures of \$85,000 are primarily attributable to several over budget
21 major accounts, partially offset by below budget variances in several smaller accounts; and
22

23 WHEREAS, projected water and irrigation costs are estimated to be \$73,800, which is \$25,100 over
24 budget, largely due to increased water usage and rate increases impacting Moor Downs golf course; and
25

26 WHEREAS, projected merchandise for resale costs for concessions and merchandise are estimated to be
27 \$230,000, which is \$48,000 over budget, largely due to higher than anticipated customer demand; and
28

29 WHEREAS, projected repair, maintenance, and fuel related costs for equipment and golf carts are
30 estimated to be \$169,000, which is approximately \$8,000 over budget, largely due to increased activity
31 levels in 2023 and supply chain issues impacting the delivery of new golf carts; and
32

33 WHEREAS, projected personnel costs are estimated to be \$13,000, which is 1.5% over budget, largely
34 due to higher seasonal and overtime costs associated with increased course maintenance and clubhouse
35 activity; and
36

37 WHEREAS, 2023 year-to-date Golf Course Fund revenues of \$2.7 million exceed the 2023 budget by
38 \$426,000; and
39

40 WHEREAS, the Department of Parks and Land Use is requesting to appropriate greater than budgeted
41 revenue to provide additional expenditure authority for the additional related expenses.
42

43 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the
44 2023 Department of Parks and Land Use – Golf Course Fund budget be modified by appropriating
45 expenditures of \$64,000 to Operating Expenses, \$8,000 to Interdepartmental Charges, and \$13,000 to
46 Personnel Costs to cover additional costs necessary to operate Naga-Waukee and Moor Downs golf
47 courses that were not reflected in the 2023 County Board Adopted budget, and by increasing golf course
48 greens fee revenues by \$85,000 to offset the additional expenditure authority.

FISCAL NOTE

MODIFY THE 2023 BUDGET OF THE DEPARTMENT OF PARKS AND LAND USE
DEPARTMENT TO APPROPRIATE ADDITIONAL EXPENDITURE AUTHORITY FOR THE GOLF
COURSE FUND

This ordinance appropriates an additional \$85,000 of expenditure authority in the Parks and Land Use – Golf Course Fund 2023 budget. This figure consists of \$64,000 of operating expenses for above budget irrigation expenses of \$25,100 and \$48,000 of above budget merchandise for resale expenses for both concession sales and pro shop merchandise. The Parks and Land Use Department is requesting less budget authority than expenses incurred due to offsetting below budget spending in other areas. There is an additional request of \$13,000 for above budget personnel costs associated with higher seasonal and overtime expenses related to higher customer activity; and \$8,000 of higher interdepartmental charges for vehicle maintenance and fuel costs, also related to higher customer activity.

The above budget expenditures will be funded with \$85,000 of higher golf course green fee revenues. Both golf courses are projected to end the year favorably with \$500,000 in net income.

No tax levy is budgeted in the Parks and Land Use-Golf Course Fund and this ordinance has no impact on tax levy.


Danielle Igielski
Accounting Services Manager
11/8/2023
JE 2023-00010697

1 MODIFY THE 2023 DEPARTMENT OF PUBLIC WORKS GENERAL FUND BUDGET FOR
2 INFLATIONARY COST INCREASES FUNDED WITH
3 AMERICAN RESCUE PLAN ACT REVENUES
4

5 WHEREAS, the Department of Public Works budgets annually for utility expenses, including
6 electricity for general county buildings; and
7

8 WHEREAS, the Department of Public Works monitors consumption and cost trends and
9 fluctuations of electricity; and
10

11 WHEREAS, electric expenses are projected to be \$210,000 above budget mostly from increased
12 electrical kilowatt-hour (kWh) unit rates, which have risen in recent years due to disruptions to
13 supply chains and increases in the cost of fuel and fuel transport; and
14

15 WHEREAS, the Public Works Facility Maintenance program budgets for repair and maintenance
16 efforts (e.g., plumbing, heating, electrical systems) across the county buildings to prevent
17 breakdowns and extend the useful life of assets; and
18

19 WHEREAS, the cost to provide repairs and perform preventative maintenance has increased
20 sharply in recent years and is expected to cause operating expenses in this program to exceed
21 budget by \$90,000 in operating expenses and \$17,000 in interdepartmental charges; and
22

23 WHEREAS, the county has previously used American Rescue Plan Act funding to smooth the
24 impact of inflationary and other cost increases, similar to the ones identified above; and
25

26 WHEREAS, the 2024 proposed budget increases tax levy support for utilities by nearly
27 \$310,000, including electricity by \$254,200, and facility maintenance operating expenses by
28 nearly \$43,000 to address rising costs going forward; and
29

30 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
31 that the Department of Public Works – General Fund 2023 budget be modified to increase
32 operating expenses by \$300,000 and interdepartmental charges by \$17,000 for electrical utility
33 and facility maintenance expenses and increase general government revenues from American
34 Rescue Plan Act funding by \$317,000.

FISCAL NOTE

**MODIFY THE 2023 DEPARTMENT OF PUBLIC WORKS GENERAL FUND BUDGET FOR
INFLATIONARY COST INCREASES FUNDED WITH AMERICAN RESCUE PLAN ACT
REVENUES**

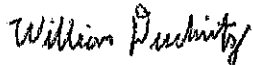
This ordinance modifies the 2023 Public Works- General Fund budget by appropriation \$317,000 American Rescue Plan Act (ARPA) funds to cover \$210,000 of above budget electricity expenses, \$90,000 for above budget facility maintenance operating expenses, and \$17,000 for above budget interdepartmental charges relating to facility maintenance.

This chart highlights costs as they relate to the budget:

	<u>2022 Actuals</u>	<u>2023 Budget</u>	<u>2023 Estimate</u>	<u>2023 Estimate vs 2023 Budget</u>	<u>2024 Budget</u>	<u>2024 Budget vs 2023 Budget</u>
Electrical Cost	\$1,396,889	\$1,339,348	\$1,549,146	(\$209,798)	\$1,593,500	\$254,152

Given the uncertainty of electrical usage and recent rate experience, estimated total cost for 2023 of \$1.55 million is conservatively estimated reflecting expected use and a rate of \$0.132 per kWh.

The 2024 budget works to address these inflationary impacts by increasing the budget by \$310,000 for utilities with \$254,200 of that going to electricity and increasing facility maintenance operating costs with \$43,000 of additional tax levy.



William Duckwitz
Budget Manager
11/8/2023
WW



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: October 30, 2023
TO: Paul Decker, County Board Chairman
FROM: Paul Farrow, County Executive
RE: Appointment of Jeremy Johns to the Veterans Services Officer

I am pleased to submit to the County Board for your consideration the appointment of Jeremy Johns to the Veterans' Services Officer as a Waukesha County representative. Mr. Johns will replace Dan Driscoll, who recently resigned as the Veterans' Services Officer.

Mr. Johns has served in a multitude of capacities throughout his career, mostly dedicating his focus towards Veteran's services, including serving on active duty with the United States Army. His work experience included Director of Veterans' Services in the City of Medford, MA. Mr. Johns was a Third Party Contact Representative, a Legal Administrative Specialist, and Veterans' Claims Examiner for the Dept. of Veterans Affairs. Prior to that, Jeremy has worked for Franklin County Veterans' Service Commission as a County Veteran Service Officer. Given his extensive background and work experience, I believe Jeremy Johns will make an outstanding appointee serving as our Veterans Services Officer. He currently resides at 2245 S. Foxglove Court in New Berlin.

Thank you for your consideration.

cc: Meg Wartman, County Clerk
Elizabeth Aldred, HHS Director

1 APPROVE TOWER AND GROUND SPACE LEASE AGREEMENT WITH DISH
2 WIRELESS L.L.C.
3

4 WHEREAS, Waukesha County owns a smokestack tower associated with the Old HHS
5 Building (the "Tower") located at the 500 Riverview Ave., the City of Waukesha,
6 Waukesha County, State of Wisconsin (the "Site"); and
7

8 WHEREAS, DISH Wireless L.L.C., ("Dish") desires to lease attachment locations upon the
9 Tower and certain ground space at the Site to operate a cellular communications facility;
10 and
11

12 WHEREAS, the County is willing to permit Dish occupancy provided that, starting no later
13 than December 1, 2023, (the "Commencement Date"), Dish shall pay annual rent to the
14 County in the amount of Thirty Thousand and 00/100 Dollars (\$30,000) with an annual
15 adjusted rent increase of three percent (3%) in accordance with the terms of a proposed
16 Tower and Ground Space Lease Agreement.
17

18 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA
19 ORDAINS that the Tower and Ground Space Lease Agreement between the County and Dish
20 for use of the Tower and surrounding lands is hereby approved.
21

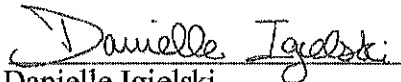
22 BE IT FURTHER ORDAINED that the Director of Emergency Preparedness or his designee
23 is authorized to execute the Lease Agreement and any other documents necessary to
24 effectuate the intent thereof.

FISCAL NOTE

APPROVE TOWER AND GROUND SPACE LEASE AGREEMENT WITH DISH
NETWORK WIRELESS L.L.C.

This ordinance approves an agreement between the Waukesha County Department of Emergency Preparedness and Dish Wireless LLC for a cell tower lease at the smokestack located on the grounds of the former Health and Human Services building. The lease will start no later than December 1, 2023, and will run for an initial period of ten years with two renewal period of five years each, for a potential total period of 20 years.

Under the terms of the lease, Dish Wireless will pay the County \$30,000 annually beginning in 2023, with increases of 3% per year thereafter. The revenue will be applied to the Radio Services proprietary fund and used to fund Radio Services operations in the future.



Danielle Igielski
Accounting Services Manager
11/3/2023

TOWER AND GROUND SPACE LEASE AGREEMENT

This Agreement, made this ___ day of _____, 202_, between Waukesha County, with its principal offices located at 515 W. Moreland Blvd., Waukesha, Wisconsin 53188 hereinafter designated LANDLORD and DISH Wireless L.L.C., a Colorado limited liability company, with its principal offices at 9601 S. Meridian Blvd., Englewood, Colorado 80112, hereinafter designated TENANT. The LANDLORD and TENANT are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LANDLORD hereby leases to the TENANT attachment locations at a height of one hundred and seven feet (107') and one hundred and fifteen feet six inches (115' 6'') above ground level ("the Tower Space") for the placement and affixing of certain wireless antennas and related equipment on the LANDLORD's smokestack, hereinafter referred to as the "Smokestack", located at 500 Riverview Ave., Waukesha, County of Waukesha, Wisconsin 53186, (the entirety of LANDLORD's property is referred to hereinafter as the "Property" and more particularly described in Exhibit A), together with a non-exclusive parcel of land measuring approximately one hundred fifty (150) square feet (the "Land Space") sufficient for the installation of TENANT's equipment platform, external generator and/or related antenna equipment and fixtures; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, along a twelve (12) foot wide right-of-way extending from the nearest public right-of-way, Riverview Avenue, to the Land Space; and together with a non-exclusive eight (8) foot wide easement (the "Utility/Fiber Easement") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Utility/Fiber Easement, if any, are more particularly described in Exhibit A attached hereto and made a part hereof, and are collectively referred to hereinafter as the "Premises".

LANDLORD hereby grants permission to TENANT to install, maintain and operate on the Premises the radio communications equipment, antennas and appurtenances ("TENANT's Equipment") described in Exhibit B attached hereto. TENANT will use the Premises in a manner which will not unreasonably interfere with the LANDLORD's possession of the Property or the rights of the other tenants occupying the Property.

SURVEY. LANDLORD also hereby grants to TENANT the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the TENANT.

2. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution, provided, however, the initial term shall be for ten (10) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Thirty Thousand and No/100 Dollars (\$30,000.00), to be paid annually (the "Rent"). The first annual rental payment shall be made within thirty (30) days of the Commencement Date and annually thereafter on each anniversary of the Commencement Date.. Payment shall be made to LANDLORD or to such other person, firm or place as LANDLORD may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 24 below. In the absence of such designation, payment shall be made to LANDLORD at LANDLORD's address identified in Paragraph 24 below. Payments not received by the tenth day following their due date shall be subject to the imposition of a late payment charge at a rate of three percent (3%) per month until paid. This Agreement shall commence on the earlier of December 1, 2023 or the date TENANT intends to commence installation of equipment on the Premises as identified in writing provided by the TENANT to the LANDLORD not less than fifteen (15) days prior to the intended commencement of installation (either as applicable, the "Commencement Date.").

Upon agreement of the Parties, TENANT may pay rent by electronic funds transfer and in such event, LANDLORD agrees to provide to TENANT bank routing information for such purpose upon request of TENANT.

b. Upon written request, LANDLORD hereby agrees to provide to TENANT sufficient documentation (the "Rental Documentation") to evidence LANDLORD's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation evidencing LANDLORD's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent in a form acceptable to TENANT, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by TENANT in TENANT's reasonable discretion necessary to establish sufficient title to and/or interest in the Property and right to receive rental payments. Within thirty (30) days of a written request, the Rental Documentation shall be provided to TENANT in accordance with the provisions of and at the address given in Paragraph 24. Delivery of requested Rental Documentation to TENANT shall be a prerequisite for the payment of any rent by TENANT and notwithstanding anything to the contrary herein, TENANT shall have no obligation to make any rental payments until requested Rental Documentation has been supplied to TENANT as provided herein.

c. LANDLORD shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, TENANT may furnish and install an electrical meter at the Premises for the measurement of electrical power used by TENANT's installation. In the alternative, if permitted by the local utility company servicing the Premises, TENANT may furnish and install

an electrical sub-meter at the Premises for the measurement of electrical power used by TENANT's installation. In the event such sub-meter is installed, the TENANT shall pay the utility directly for its power consumption. TENANT shall be permitted at any time during the Term to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LANDLORD. TENANT shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises. LANDLORD may require amendment to this Agreement, including but not limited to a reasonable increase in Rent, as a condition of permitting TENANT to locate a temporary power source and related equipment outside the initial Premises.

3. EXTENSIONS. This Agreement shall automatically be extended for up to two (2) additional five (5) year terms, upon a continuation of all the same provision hereof and provided that TENANT is not in default, unless TENANT terminates it in accordance with the termination clauses contained in this Agreement. The initial term and any additional terms shall be collectively referred to as the "Term".

4. ANNUAL RENTAL INCREASES. On each anniversary of the Commencement Date, Rent shall increase by three percent (3%) of the annual Rent payable with respect to the immediately preceding year term.

5. TAXES. TENANT shall pay prior to delinquency any personal property taxes levied against TENANT's Equipment. LANDLORD shall pay prior to delinquency any real estate taxes and assessments attributable to the Property, and any personal property taxes levied against the Smokestack and any other of LANDLORD's equipment or property on the Property, except to the extent that taxes or assessments are attributable to the actions or operations of the TENANT, in which instance TENANT shall be responsible for the prompt and timely paying of such amounts. Notwithstanding the foregoing, TENANT shall not have the obligation to pay any tax, assessment, or charge that TENANT is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making TENANT liable for any portion of LANDLORD's income taxes in connection with any Property or otherwise.

TENANT shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which TENANT is wholly or partly responsible for payment. LANDLORD shall reasonably cooperate with TENANT at TENANT's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by TENANT, there is a reduction, credit or repayment received by the LANDLORD for any taxes previously paid by TENANT, LANDLORD agrees to promptly reimburse to TENANT the amount of said reduction, credit or repayment. In the event that TENANT does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LANDLORD will pursue such dispute at TENANT's sole cost and expense upon written request of TENANT.

6. USE; GOVERNMENTAL APPROVALS. TENANT shall use the Premises for the purpose of constructing, maintaining, repairing and operating a wireless communications facility and uses incidental thereto, but for no other use or purpose. TENANT's use of the Premises shall at all times comply and conform to all laws and regulations applicable thereto. All improvements, equipment, antennas and conduits shall be at TENANT's expense and their installation shall be at the discretion and option of TENANT. It is understood and agreed that TENANT's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit TENANT's use of the Premises as set forth above. LANDLORD shall cooperate with TENANT in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by TENANT. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to TENANT is materially conditioned, canceled or is otherwise withdrawn or terminated by governmental authority at no fault of TENANT; (iii) TENANT determines that such Governmental Approvals may not be obtained in a timely manner in spite of TENANT "best efforts", or (iv) TENANT determines that any soil boring tests or structural analysis is unsatisfactory; TENANT shall have the right to terminate this Agreement. Notice of TENANT's exercise of its right to terminate shall be given to LANDLORD in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by TENANT, or upon such later date as designated by TENANT. All Rent to said termination date shall be retained by LANDLORD. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the TENANT shall have no further obligations for the payment of Rent to LANDLORD.

7. EQUIPMENT IMPROVEMENTS/TOWER MODIFICATIONS. Notwithstanding any other provision of this Agreement, TENANT may, at its expense, make such improvements within or upon the Premises that are consistent with TENANT's use authorized under Paragraph 6 above. Improvements that result in additional equipment (beyond that identified in Exhibit B), changes to space requirements, or changes in configuration, placement or number of antennas or feedlines are subject to prior approval by the LANDLORD, which may not be unreasonably withheld, conditioned, or delayed. LANDLORD's approval may be conditioned upon increased rent in the event of an increase in the size of the Premises and/or modifications to the Smokestack. Repairs to existing equipment or replacements with identical equipment will not be subject to LANDLORD's prior consent. TENANT's modification will be performed at the sole cost and expense of TENANT and shall be performed to ensure the Smokestack remains structurally sound and the Smokestack's then-existing reserve capacity is maintained.

8. INDEMNIFICATION.

a. TENANT agrees to defend, indemnify and save harmless LANDLORD from and against all liability including claims, demands, damages, actions or causes of

actions, together with any and all losses, costs, expenses or damages, including reasonable attorneys' fees, in connection with or related thereto, for bodily injury, sickness, disease, death, personal injury or damage to property or loss of use arising out of or in connection with this Agreement, including but not limited to those arising from, associated with or related to:

- i. the negligence or willful misconduct of TENANT, or its agents, employees or contractors; or
- ii. any material breach by TENANT of any provision of this Agreement; or
- iii. real or perceived health threats or risks associated with exposure to electromagnetic fields ("EMFs") or radio frequencies ("RFs"), unless such EMFs or RFs are proven to be those emitted by equipment placed on the Smokestack by LANDLORD or another tenant. LANDLORD agrees to include this provision in any agreement with another tenant for the lease of space on the Smokestack.

TENANT's indemnity and hold harmless agreement expressly includes indemnity against all reasonable costs, expenses and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, TENANT will have no liability to LANDLORD to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission or negligence of LANDLORD, or of LANDLORD's agents, employees, contractors or other tenants or user of the Property.

b. To the extent permitted by law, LANDLORD agrees to defend, indemnify and save harmless TENANT from and against all claims, losses, costs, expenses, or damages from a third party arising from:

- i. the negligence or willful misconduct of LANDLORD or its agents, employees or contractors; or
- ii. any material breach by LANDLORD of any provision of this Agreement.

LANDLORD's indemnity and hold harmless agreement expressly includes indemnity against all reasonable costs, expenses and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, LANDLORD will have no liability to TENANT to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission or negligence of TENANT, or of TENANT's agents, employees, or contractors.

c. Nothing in this Agreement, including but not limited to the foregoing indemnification terms, shall in any way constitute a waiver by LANDLORD of any immunity, liability limitation, limitation on the amount recoverable, or other protections if

available to LANDLORD under Section 893.80 of the Wisconsin Statutes or any other applicable statute or law.

d. All indemnification obligations under this Agreement shall survive expiration, earlier termination or assignment of this Agreement.

9. INSURANCE.

a. TENANT will maintain at all times during the term of this Agreement the policies outlined below, at its own cost, issued by a company or companies licensed, authorized or permitted to do business in the State of Wisconsin. TENANT will furnish LANDLORD with a Certificate of Insurance on or before the Commencement Date. The Certificate will reference this Agreement and any worker's compensation or property insurance waivers of subrogation required by this Agreement. Upon receipt of notice from its insurer(s) TENANT shall use commercially reasonable efforts to give LANDLORD thirty (30) days prior notice of any cancellation of insurance.

- i. Commercial General Liability insurance with limits of \$2,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property;
- ii. Commercial Auto Liability insurance on all owned, non-owned, hired and non-owned vehicles with a combined single limit of two million (\$2,000,000) each accident for bodily injury and property damage;
- iii. Workers Compensation insurance providing the statutory benefits and Employers Liability with limits of \$1,000,000 each accident/disease/policy limit.

TENANT will include Waukesha County, its boards, commissions, agencies, officers, employees and representatives as an additional insured as their interest may appear under this Agreement on the Commercial General Liability, and Auto Liability policies.

b. *Worker's Compensation Waiver of Subrogation.* LANDLORD will not be liable to TENANT or its employees for any injuries to TENANT's employees arising out of or in connection with the grant of this Agreement including any and all work of any type which TENANT performs upon the Site subject to this Agreement such as during equipment installation, alteration, modification, improvement, maintenance, repair, replacement, or use, or ingress or egress to or from the Site unless caused solely by the negligence or willful misconduct of the LANDLORD. TENANT will waive any and all rights of recovery from LANDLORD for worker's compensation claims made by its employees and will obtain such waiver from its worker's compensation insurer. TENANT agrees that the indemnification and hold harmless provisions within this Agreement extend to any such claims brought by or on behalf of any employee of TENANT.

c. LANDLORD will maintain at its own cost commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of \$1,000,000. LANDLORD shall have the right to self-insure.

10. DAMAGE OR DESTRUCTION. If any portion of the Site, Smokestack or Premises is materially damaged so as to be no longer useful for TENANT's purposes or destroyed due to any accident or casualty during the Term of this Agreement, and if the LANDLORD chooses not to repair or rebuild, then this Agreement and TENANT's liability for payment of Rent shall terminate as of the date of the damage or destruction. However, if LANDLORD chooses to repair or rebuild following such loss, the LANDLORD shall notify TENANT in writing and then TENANT may choose, by written notice to the LANDLORD within sixty (60) days following receipt of notice of LANDLORD's election, between (a) keeping this Agreement in full force and effect for its remaining term, except that the Rent shall abate while and to the extent that the Site is not useful for TENANT's purposes, or (b) terminating the Agreement. If TENANT elects option (a) above, LANDLORD shall diligently proceed, to completion, the repair and restoration of the damaged or destroyed portion of the Site or improvements. If TENANT elects option (b) above, then this Agreement and TENANT's liability for payment of Rent shall terminate as of the date of the damage or destruction. Any unamortized Rent will be remitted by the LANDLORD back to the TENANT within thirty (30) days after the date of termination.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraph 8, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. TERMINATION. Notwithstanding anything to the contrary contained herein, provided TENANT is not in default hereunder beyond applicable notice and cure periods, TENANT shall have the right to terminate this Agreement during the initial ten (10) year term of this Agreement by providing thirty (30) days' prior written notice to LANDLORD, and TENANT agrees to pay twelve (12) months of annual Rent. The foregoing obligation shall survive the expiration or earlier termination of this Agreement. During any subsequent renewal term, this Agreement may be terminated without further liability on three (3) months prior written notice by TENANT in exchange for twelve (12) months of annual rental payment if TENANT determines that the Premises are not appropriate for its operations for economic or technological reasons.

13. ACCESS TO SMOKESTACK. LANDLORD agrees the TENANT shall have free access to the Smokestack at all times, subject to such reasonable rules and regulations as LANDLORD may impose, for the purpose of installing and maintaining the said equipment. LANDLORD shall furnish TENANT with necessary means of access for the purpose of ingress and egress to this site and Smokestack location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of TENANT or persons under their direct supervision will be permitted to enter said premises.

14. SMOKESTACK COMPLIANCE. LANDLORD covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 32 below). The LANDLORD shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers, to the extent applicable. If the LANDLORD fails to make such repairs including maintenance within thirty (30) days of having received written notice from TENANT, the TENANT may make the repairs and the costs thereof shall be payable to the TENANT by the LANDLORD upon receipt of a properly documented invoice together with interest thereon from the date of payment at the lesser of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding LANDLORD's obligation to repair and maintain the Smokestack, upon receipt of a properly documented invoice, TENANT shall fully and promptly reimburse LANDLORD for the cost of any repairs for any damage to the Site, Smokestack, Premises or Property caused by TENANT or TENANT's agents, together with interest thereon from the date of repair at the lesser of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Smokestack structure or its appurtenances.

All antenna(s) on the Smokestack must be identified by a marking fastened securely to its bracket on the Smokestack and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Upon TENANT request, LANDLORD shall supply to TENANT copies of the pertinent drawings, foundation design or structural analysis reports that have been done with respect to the Smokestack and throughout the Term, LANDLORD shall supply to TENANT copies of all structural analysis reports that are done with respect to the Smokestack should TENANT request such report.

Upon request of the LANDLORD, TENANT agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LANDLORD performing maintenance, repair or similar work at the Property or on the Smokestack provided:

- a. The Temporary Relocation is similar to TENANT's existing location in size and is fully compatible for TENANT's use, in TENANT's reasonable determination;
- b. LANDLORD gives TENANT at least ninety (90) days written notice prior to requiring TENANT to relocate;
- c. TENANT's use at the Premises is not interrupted or diminished during the relocation and TENANT is allowed, if necessary, in TENANT's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- d. Upon the completion of any maintenance, repair or similar work by

LANDLORD, TENANT is permitted to return to its original location from the temporary location with all costs for the same being paid by LANDLORD.

TENANT shall bear the cost of the first Temporary Relocation in any given five (5) year period. Any subsequent Temporary Relocations shall be at the cost of LANDLORD.

15. INTERFERENCE.

a. TENANT warrants and represents that TENANT's Equipment and the installation, operation and maintenance of TENANT's Equipment shall not interfere with the operation of LANDLORD's current electronic equipment, wherever located, on the Site or with the existing electronic equipment of the LANDLORD's current third-party licensees or lessees, if any wherever located on the Site. In the event of alleged interference with LANDLORD's current equipment or the existing equipment of any of LANDLORD's other third-party licensees or lessees, TENANT, upon written notice from LANDLORD, shall promptly effect an investigation of said alleged interference, to be performed by a qualified professional at the sole expense of TENANT. To the extent TENANT is responsible for the interference, TENANT shall promptly take steps necessary to correct and eliminate the interference at TENANT's cost. If the interference cannot be eliminated, TENANT shall cease operations of TENANT's Equipment and shall not resume its operations until such time as TENANT has effectively eliminated the interference. If TENANT is unable to eliminate the interference within a reasonable period of time, TENANT shall have the option to terminate this Agreement and remove TENANT's Equipment from the Site. Upon termination pursuant to this paragraph, TENANT's liability to pay Rent shall cease upon removal of its improvements from the Premises and payment of any amounts due under Paragraphs 2, 16 and 17.

b. This Paragraph shall apply to any equipment TENANT desires to add to the Site at any time during this Agreement. LANDLORD will require any of its other existing or subsequent licensees or lessees at the Site to resolve all construction, antenna placement and technical interference issues with TENANT before allowing the same to commence installation of their own new equipment on the Property.

c. LANDLORD makes no warranties or representations regarding TENANT's exclusive use of the Site or noninterference with TENANT's transmission operation or that the Site is fit for TENANT's intended purposes. Notwithstanding the above, LANDLORD agrees that each of its subleases, leases or license agreements with any third party for use of the Property shall contain a provision substantially the same as this Paragraph 15, and that LANDLORD shall enforce such provisions in a nondiscriminatory manner with respect to all of its sublessees, lessees and licensees. LANDLORD shall provide TENANT with ninety (90) days advance written notice of any equipment installations that it intends to make after the date of this Agreement. In the event that LANDLORD's other tenants or any other third party causes interference with TENANT's Equipment for a period of ninety (90) days or longer, TENANT shall have the option to terminate this Agreement and

remove TENANT's Equipment from the Site. Upon termination pursuant to this paragraph, TENANT's liability to pay Rent shall cease upon removal of its improvements from the Premises and payment of any amounts due under Paragraphs 2, 16 and 17.

16. SURRENDER/REMOVAL AT END OF TERM. TENANT shall, upon expiration of the Term, or upon any earlier termination of the Agreement, surrender the Premises to LANDLORD and remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted within sixty (60) days. If such time for removal causes TENANT to remain on the Premises after termination of this Agreement, TENANT shall pay rent on a pro-rata basis at the then existing rate until such time as the removal of the building, antenna structure, fixtures and all personal property are completed, subject to Paragraph 17, below. If TENANT's property is not removed within sixty (60) days, LANDLORD shall have the right, but not the obligation, to remove and store the property, at TENANT's expense. LANDLORD shall not be liable for any damage to TENANT's property. TENANT shall be responsible for all costs incurred by LANDLORD associated with the removal and storage of TENANT's property. LANDLORD will not release TENANT's property until LANDLORD has received payment for all removal and/or storage costs incurred. LANDLORD agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of TENANT shall remain the personal property of TENANT and TENANT shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws.

17. HOLDOVER. TENANT has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein. In the event that TENANT holds over in violation of Paragraph 16 and this Paragraph 17, then the Rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the Rent applicable during the month immediately preceding such expiration or earlier termination plus ten percent (10%).

18. RIGHTS UPON SALE. Should LANDLORD, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Smokestack thereon to a purchaser other than TENANT, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Smokestack and or Property occupied by TENANT, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to the terms of this Agreement.

19. QUIET ENJOYMENT. LANDLORD covenants that TENANT, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

20. TITLE. LANDLORD represents and warrants to TENANT as of the execution date of this Agreement, and covenants during the Term that LANDLORD is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LANDLORD further represents to TENANT as of the execution date of this

Agreement that there are no liens, judgments or impediments of title on the Property, or affecting LANDLORD's title to the same and to the best of LANDLORD's knowledge that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by TENANT as set forth above.

21. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LANDLORD and TENANT and that no verbal or oral agreements, promises or understandings shall be binding upon either LANDLORD or TENANT in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. 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.

22. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

23. ASSIGNMENT. TENANT shall have no right to sublet any portion of the Premises. This Agreement may be sold, assigned or transferred by the TENANT without any approval or consent of the LANDLORD to the TENANT's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of TENANT's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LANDLORD, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of TENANT or transfer upon partnership or corporate dissolution of TENANT shall constitute an assignment hereunder. Any assignment shall require the assignee to take the Agreement subject to all of the terms thereof, including all insurance and indemnification provisions.

24. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial 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):

LANDLORD: Waukesha County
Attn.: Chris Petterson
2120 Davidson Road
Waukesha, Wisconsin 53186

With copy to: Erik G. Weidig
Waukesha County Corporation Counsel
515 W. Moreland Blvd., AC330
Waukesha, WI 53188

TENANT: DISH Wireless L.L.C.
Attn: Lease Administration, Site MWMKE00117B
5701 South Santa Fe Drive
Littleton, CO 80120

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

25. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

26. RECORDING. LANDLORD agrees, upon the request of TENANT, to execute a Memorandum of this Agreement which TENANT may record with the appropriate recording officer. The date set forth in the Memorandum of Lease shall be for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by TENANT with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LANDLORD shall give TENANT written notice of such breach. After receipt of such written notice, TENANT shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided TENANT shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and TENANT commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LANDLORD may not maintain any action or effect any remedies for default against TENANT unless and until TENANT has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LANDLORD with respect to any of the provisions of this Agreement or its obligations under it, TENANT shall give LANDLORD written notice of such breach. After receipt of such written notice, LANDLORD shall have thirty (30) days in which to cure any such breach, provided LANDLORD shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LANDLORD commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. TENANT

may not maintain any action or effect any remedies for default against LANDLORD unless and until LANDLORD has failed to cure the breach within the time periods provided in this Paragraph.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located.

29. ENVIRONMENTAL. TENANT shall not be responsible for addressing or liable for any environmental or industrial hygiene condition including the presence or release of hazardous substances that existed prior to the execution of this Agreement or that otherwise did not result from the activities of TENANT.

30. CONDEMNATION. In the event of any condemnation of all or any portion of the Premises, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Smokestack, TENANT is unable to reasonably use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt TENANT's operations at the Premises for more than forty-five (45) days, TENANT may, at TENANT's option, to be exercised in writing within fifteen (15) days after LANDLORD shall have given TENANT written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. TENANT may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If TENANT does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises.

31. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and

shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

32. APPLICABLE LAWS. During the Term, LANDLORD shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). TENANT shall, in respect to the condition of the Premises and at TENANT's sole cost and expense, comply with (a) all Laws relating solely to TENANT's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by TENANT in the Premises.

33. REPORTING OF ACCIDENTS. TENANT shall promptly report in writing to LANDLORD all accidents or claims arising out of or in connection with this Agreement which cause death, bodily injury, personal injury or property damage.

34. REGULATORY FILINGS. Upon LANDLORD's request, TENANT shall provide LANDLORD with copies of all petitions, applications, reports and communications submitted by TENANT to the FCC, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matter affecting this Agreement or TENANT's operation of TENANT's Equipment.

35. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

36. FORCE MAJEURE. In the event that either Party is delayed in the performance of any of its obligations under this Agreement as a result of casualty loss, weather conditions, other acts of God, civil disorder or other cause beyond the control of the applicable Party, the provisions of this Agreement shall be deemed extended for a reasonable period of time to permit the appropriate Party to perform its obligations, provided that the Party is acting in good faith and using its best efforts in order to perform its obligations in a timely fashion.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

LESSEE SITE NAME: HHS SMOKESTACK
Site Number: MWMKE00117B
Market: Waukesha, WI

38. ELECTRONIC REPRODUCTIONS. The Parties agree that a scanned or electronically reproduced copy of an image of this Agreement, as executed, shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of such agreement, notwithstanding the failure or inability of either party to produce or tender an original executed Agreement.

[SIGNATURE PAGE FOLLOWS]

LESSEE SITE NAME: HHS SMOKESTACK
Site Number: MWMKE00117B
Market: Waukesha, WI

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LANDLORD:

Waukesha County

By: _____
Gary Bell
Director of Emergency Preparedness
Date: _____

TENANT:

DISH Wireless L.L.C.

By: _____
Name: _____
Its: _____
Date: _____

Exhibit A

DESCRIPTION OF PREMISES

The Property is described and/or depicted as follows:

Street address: 500 Riverview Avenue, Waukesha, WI
Tax Key No.: WAKC1000983

LEASE PARCEL

A part of the Southeast Quarter (SE1/4) of Section Thirty-Four (34), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin containing 891 square feet (0.020 acres) of land and being described by:

Commencing at the East Quarter Corner of said Section 34; thence S88°-45'-17"W 2034.78 feet along the North line of the SE1/4 of said Section 34; thence S01°-14'-43"E 1192.17 feet to the point of beginning; thence N86°-29'-17"E 33.00 feet; thence S03°-30'-43"E 27.00 feet; thence S86°-29'-17"W 33.00 feet; thence N03°-30'-43"W 27.00 feet to the point of beginning; being subject to any and all easements and restrictions of record.

12 FEET WIDE ACCESS EASEMENT

A part of the Southeast Quarter (SE1/4) of Section Thirty-Four (34), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin containing 15,769 square feet (0.362 acres) of land and being described by:

Commencing at the East Quarter Corner of said Section 34; thence S88°-45'-17"W 2034.78 feet along the North line of the SE1/4 of said Section 34; thence S01°-14'-43"E 1192.17 feet to the point of beginning; thence S03°-30'-43"E 12.18 feet; thence N83°-32'-56"W 31.95 feet; thence S76°-41'-52"W 18.93 feet; thence S54°-12'-07"W 30.28 feet; thence S37°-43'-55"W 64.11 feet; thence S03°-26'-19"E 280.23 feet; thence Southeasterly 42.45 feet along the arc of a curve to the left, having a radius of 25.56 feet and a chord of which bears S50°-57'-19"E 37.74 feet; thence N81°-28'-11"E 117.98 feet; thence S89°-30'-46"E 79.07 feet; thence S77°-27'-15"E 44.19 feet; thence S72°-27'-20"E 95.69 feet; thence N86°-46'-13"E 221.04 feet; thence N83°-53'-46"E 40.93 feet; thence N71°-15'-45"E 37.51 feet; thence N59°-16'-03"E 36.21 feet; thence N50°-29'-45"E 155.39 feet to a point on the West right-of-way line of Riverview Avenue; thence S00°-45'-43"E 15.39 feet along said West right of way line; thence S50°-29'-45"W 146.69 feet; thence S59°-16'-03"W 38.40 feet; thence S71°-15'-45"W 40.09 feet; thence S83°-53'-46"W 42.56 feet; thence S86°-46'-13"W 223.54 feet; thence N72°-27'-20"W 97.37 feet; thence N77°-27'-15"W 42.39 feet; thence N89°-30'-46"W 76.86 feet; thence S81°-28'-11"W 117.03 feet; thence Northwesterly 62.38 feet along the arc of a curve to the right, having a radius of 37.56 feet and a chord of which bears N50°-57'-19"W 55.46 feet thence N03°-26'-19"W 284.72 feet; thence N37°-43'-55"E 70.36 feet; thence N54°-12'-07"E 34.41 feet; thence N76°-41'-52"E 23.41 feet; thence S83°-32'-56"E 31.94 feet to the point of beginning; being subject to any and all easements and restrictions of record.

8 FOOT WIDE UTILITY FIBER EASEMENT

A part of the Southeast Quarter (SE1/4) of Section Thirty-Four (34), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin containing 4,857 square feet (0.112 acres) of land and being described by:

Commencing at the East Quarter Corner of said Section 34; thence S88°-45'-17"W 2034.78 feet along the North line of the SE1/4 of said Section 34; thence S01°-14'-43"E 1192.17 feet; thence N86°-29'-17"E 27.07 feet to the point of beginning; thence N62°-12'-46"E 3.11 feet; thence S27°-48'-16"E 20.33 feet; thence S79°-31'-17"E 117.77 feet; thence S30°-43'-38"E 41.14 feet; thence S03°-30'-43"E 148.55 feet; thence S04°-54'-57"W 135.05 feet; thence N85°-05'-03"W 55.36 feet; thence N89°-20'-47"W 57.23 feet; thence S86°-39'-48"W 9.47 feet; thence S75°-08'-15"W 31.23 feet; thence N14°-51'-45"W 8.00 feet; thence N75°-08'-15"E 32.04 feet; thence N86°-39'-48"E 10.56 feet; thence S89°-20'-47"E 57.81 feet; thence S85°-05'-03"E 47.66 feet; thence N04°-54'-57"E 126.46 feet; thence N03°-30'-43"W 146.03 feet; thence N30°-43'-38"W 35.58 feet; thence N79°-31'-17"W 118.02 feet; thence N27°-48'-33"W 24.21 feet; thence N62°-12'-46"E 4.89 feet to the point of beginning; being subject to any and all easements and restrictions of record.

12' WIDE ACCESS & UTILITY EASEMENT

Being a part of the Southeast Quarter (SE1/4) of Section Thirty-Four (34), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin containing 16,887 square feet (0.386 acres) of land and being described by:

Commencing at the East Quarter Corner of said Section 34; thence S88°-45'-17"W 1990.29 feet along the north line of the SE1/4 of said Section 34; thence S01°-14'-43"E 1178.40 feet to the point of beginning; thence S03°-30'-43"E 51.00 feet; thence S86°-29'-17"W 14.40 feet; thence N03°-30'-43"W 12.00 feet; thence N86°-29'-17"E 2.40 feet; thence N03°-30'-43"W 27.00 feet; thence S86°-29'-17"W 33.00 feet; thence S74°-32'-52"W 32.17 feet; thence S76°-41'-52"W 18.93 feet; thence S54°-12'-07"W 30.28 feet; thence S37°-43'-55"W 64.11 feet; thence S03°-26'-19"E 280.23 feet; thence Southeasterly 42.45 feet along the arc of a curve to the left, having a radius of 25.56 feet and a chord of which bears S50°-57'-19"E 37.74 feet; thence N81°-28'-11"E 117.98 feet; thence S89°-30'-46"E 79.07 feet; thence S77°-27'-15"E 44.19 feet; thence S72°-27'-20"E 95.69 feet; thence N86°-46'-13"E 221.04 feet; thence N83°-53'-46"E 40.93 feet; thence N71°-15'-45"E 37.51 feet; thence N59°-16'-03"E 36.21 feet; thence N50°-29'-45"E 155.39 feet to a point on the West right-of-way line of Riverview Avenue; thence S00°-15'-43"E 15.39 feet along said West right of way line; thence S50°-29'-45"W 146.69 feet; thence S59°-16'-03"W 38.40 feet; thence S71°-15'-45"W 40.09 feet; thence S83°-53'-46"W 42.56 feet; thence S86°-46'-13"W 223.54 feet; thence N72°-27'-20"W 97.37 feet; thence N77°-27'-15"W 42.39 feet; thence N89°-30'-46"W 76.86 feet; thence S81°-28'-11"W 117.03 feet; thence Northwesterly 62.38 feet along the arc of a curve to the right, having a radius of 37.56 feet and a chord of which bears N50°-57'-19"W 55.46 feet; thence N03°-26'-19"W 284.72 feet; thence N37°-43'-55"E 70.36 feet; thence N54°-12'-07"E 34.41 feet; thence N76°-41'-52"E 23.41 feet; thence N74°-32'-52"E 31.30 feet; thence N86°-29'-17"E 45.84 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

LESSEE SITE NAME: HHS SMOKESTACK
Site Number: MWMKE00117B
Market: Waukesha, WI

Exhibit B
TENANT'S EQUIPMENT

[On following pages]



DISH WIRELESS, LLC. SITE ID:
MWMKE00117B

DISH WIRELESS, LLC. SITE ADDRESS:
**500 RIVERVIEW AVE.
WAUKESHA, WI 53188**

SCOPE OF WORK
THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIPMENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:
<ul style="list-style-type: none"> INSTALL (1) PROPOSED PANEL ANTENNAS (1 PER REGION) INSTALL (1) PROPOSED CHIMNEY ANTENNA MOUNT INSTALL (1) POWER JUNCTION INSTALL (1) PROPOSED RISE (2 PER SECTION) INSTALL (1) PROPOSED OVER VOLTAGE PROTECTION DEVICE (OVP) INSTALL (1) PROPOSED HYBRID CABLE (LENGTH 100'-0")
ORDERED SCOPE OF WORK: <ul style="list-style-type: none"> INSTALL (1) PROPOSED METAL PLATFORM INSTALL (1) PROPOSED ICE PROTECT INSTALL (1) PROPOSED PFD CABINET INSTALL (1) PROPOSED EQUIPMENT CABINET INSTALL (1) PROPOSED POWER CONDUIT INSTALL (1) PROPOSED TIE-TO CONDUIT INSTALL (1) PROPOSED TIE-IN BOX INSTALL (1) PROPOSED SPIE LIFT INSTALL (1) PROPOSED SAFETY SWITCH (IF REQUIRED) INSTALL (1) PROPOSED CROWN ROD (IF REQUIRED) PROPOSED METER SERVICE EXISTING 3/4"-METER BANK (BY POWER COMPANY)

SITE INFORMATION	PROJECT DIRECTORY
PROPERTY OWNER: CITY OF WAUKESHA ADDRESS: 1320 PENWALKE RD RM 140 WAUKESHA, WI 53188 STRUCTURE TYPE: CHIMNEY	APPLICANT: DISH Wireless, LLC. 8701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120
COUNTY: WAUKESHA LOCATION (NAD 83): 43° 01' 17.68" N 88° 03' 00.00" W LOCATION (NAD 83): 39° 14' 42.71" N -88.533333° W ZONING JURISDICTION: CITY OF WAUKESHA ZONING DISTRICT: N/A PARCEL NUMBER: WAUC0100006 OCCUPANCY GROUP: U CONSTRUCTION TYPE: I-B POWER COMPANY: WE ENERGIES TELEPHONE COMPANY: AT&T	SITE DESIGNER: FULLERTON ENGINEERING 1100 E WOODFIELD RD, STE 500 SCHLAUSBURG, IL 60173 (312) 900-9400 SITE ACQUISITION: MERRILL LANGRISH CONSTRUCTION MANAGER: JOEL ROEMERS SP ENGINEER: JVA WEAVERS

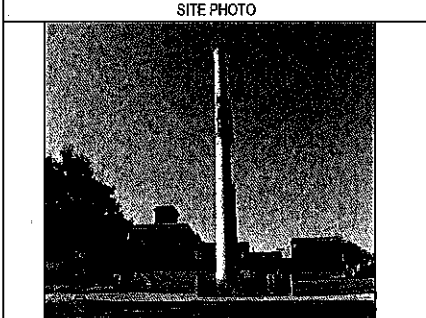
0701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

1800 E WOODFIELD ROAD, SUITE 500
SCHLAUSBURG, ILLINOIS 60173
TEL: 312.900.9400
CDMS 2020-11
www.fullerton.com

DANIEL W. SMITH
44708-6
SCHLAUSBURG, IL

Digitally signed by Daniel W. Smith
Date: 2023.08.11 11:48:50 -0500

WISCONSIN CODE COMPLIANCE								
ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITY WITHIN IN THESE PLANS IS TO BE OBSERVED TO PERMIT WORK NOT CONFORMANT TO THESE CODES.								
<table border="1"> <thead> <tr> <th>CODE TYPE</th> <th>CODE</th> </tr> </thead> <tbody> <tr> <td>SEWER</td> <td>WISCONSIN CODE/2018 BIC W/ '18 AMENDMENTS</td> </tr> <tr> <td>MECHANICAL</td> <td>WISCONSIN CODE/2018 BIC W/ '18 AMENDMENTS</td> </tr> <tr> <td>ELECTRICAL</td> <td>WISCONSIN ELECTRICAL CODE/2017 BIC W/ '18 AMENDMENTS</td> </tr> </tbody> </table>	CODE TYPE	CODE	SEWER	WISCONSIN CODE/2018 BIC W/ '18 AMENDMENTS	MECHANICAL	WISCONSIN CODE/2018 BIC W/ '18 AMENDMENTS	ELECTRICAL	WISCONSIN ELECTRICAL CODE/2017 BIC W/ '18 AMENDMENTS
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SEWER	WISCONSIN CODE/2018 BIC W/ '18 AMENDMENTS							
MECHANICAL	WISCONSIN CODE/2018 BIC W/ '18 AMENDMENTS							
ELECTRICAL	WISCONSIN ELECTRICAL CODE/2017 BIC W/ '18 AMENDMENTS							



DIRECTIONS
DIRECTIONS FROM WAUKESHA AIRPORT: TURN RIGHT (WEST) ONTO CR-47 (MORTENSON RD) TURN LEFT (SOUTH) ONTO ROJERS RD TURN LEFT (EAST) ONTO LEMMA AVE ROAD NAME CHANGES TO LOCAL RD, ARRIVE AT SITE.

SHEET INDEX	
SHEET NO.	SHEET TITLE
T-1	TITLE SHEET
F-3	LAND SURVEY
A-3	GENERAL SITE PLAN
A-1A	ENLARGED SITE PLAN
A-2	ELEVATION, ANTENNA LAYOUT AND SCHEDULE
A-3	EQUIPMENT PLATFORM AND R-FRAME DETAILS
A-4	EQUIPMENT DETAILS
A-5	EQUIPMENT DETAILS
A-6	EQUIPMENT DETAILS
E-1	ELECTRICAL/POWER ROUTE PLAN AND NOTES
E-2	ELECTRICAL DETAILS
E-3	ELECTRICAL ONE-LINE & PANEL SCHEDULE
O-1	GROUNDING PLAN AND NOTES
O-2	GROUNDING DETAILS
O-3	GROUNDING DETAILS
RF-1	RF CABLE COLOR CODE
GM-1	LEGEND AND ABBREVIATIONS
GM-2	RF SIGNAGE
GM-3	GENERAL NOTES
GM-4	GENERAL NOTES
GM-5	GENERAL NOTES

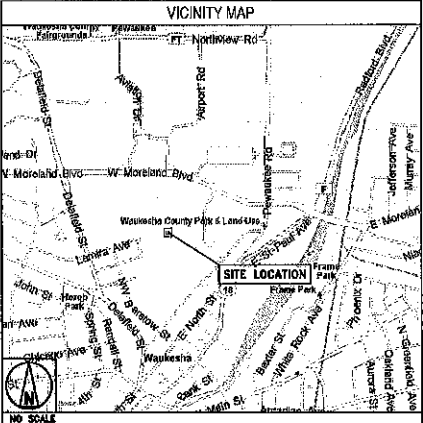
UNDERGROUND SERVICE ALERT - DIGGERS HOTLINE
UTILITY NOTIFICATION CENTER OF WISCONSIN
(800) 488-8211
WWW.DIGGERSHOTLINE.COM

GENERAL NOTES

THE FACILITY IS UNIMPAVED AND NOT FOR HUMAN HABITATION. A TRESPASSER WILL LOSE THE SITE AND BE RESPONSIBLE FOR POLICE, HAZARDOUS, THE PROJECT WILL NOT BE RESPONSIBLE FOR ANY DELAY OR DELIBERATE OR EFFECT ON DELAYING TO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL, IS REQUIRED AND NO COMMERCIAL, SERVICE IS PROVIDED.

11'x17' PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING IMPROVEMENTS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.



IF A SELLER OR LENDER HAS ANY KNOWLEDGE OF ANY FACTS THAT MAY AFFECT THE VALUE OF THE PROPERTY, PLEASE ADVISE THE BUYER OR LENDER.

DRAWN BY: [] CHECKED BY: APPROVED BY: []

REV	DATE	DESCRIPTION
1	08/11/23	ISSUE FOR PERMIT
2	08/11/23	REVISED PER PERMIT
3	08/11/23	FINAL PERMIT ELEVATION AND
4	08/11/23	FINAL PERMIT AREA REVIEW

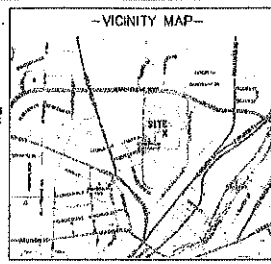
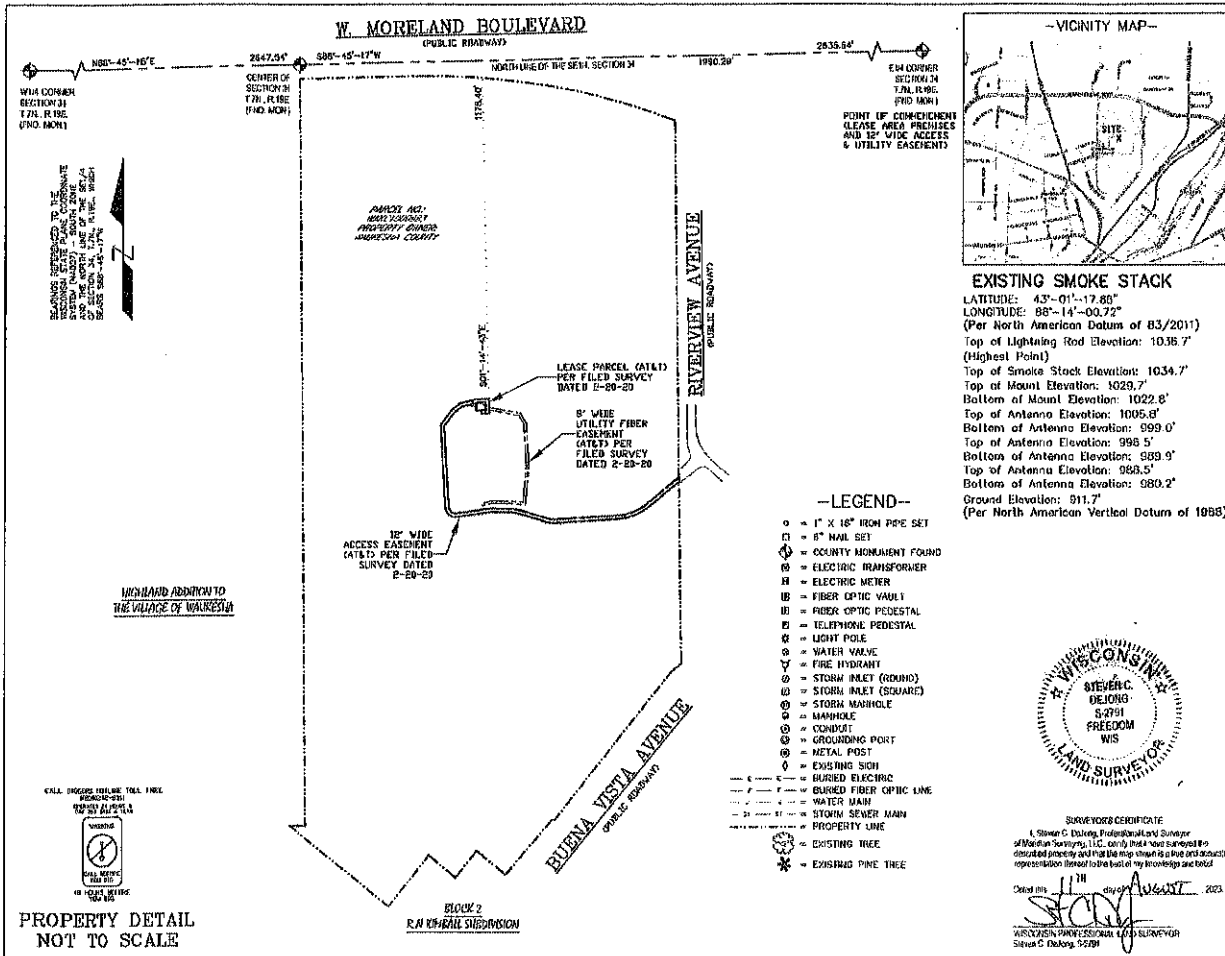
PERMITTING DOCUMENTS

DATE PROJECT NUMBER
2021.0030.0145

DISH WIRELESS, LLC.
PROJECT INFORMATION
MWMKE00117B
500 RIVERVIEW AVE.
WAUKESHA, WI 53188

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1



EXISTING SMOKE STACK

LATITUDE: 43°-01'-17.80"
LONGITUDE: 88°-14'-00.72"
(Per North American Datum of 83/2011)

Top of Lightning Rod Elevation: 1036.7'
(Highest Point)

Top of Smoke Stack Elevation: 1034.7'
Top of Mount Elevation: 1029.7'
Bottom of Mount Elevation: 1022.8'
Top of Antenna Elevation: 1005.8'
Bottom of Antenna Elevation: 999.0'
Top of Antenna Elevation: 996.5'
Bottom of Antenna Elevation: 989.9'
Top of Antenna Elevation: 988.5'
Bottom of Antenna Elevation: 980.2'
Ground Elevation: 911.7'
(Per North American Vertical Datum of 1988)



SURVEYOR'S CERTIFICATE

I, Steven C. DeJong, Professional Land Surveyor of Wisconsin, certify that I have personally and conscientiously examined the plat and the accompanying representation thereof to the best of my knowledge and belief.

Dated this 11th day of August, 2023.

STEVEN C. DEJONG
SURVEYOR
WISCONSIN

SURVEYED FOR:

FULLERTON
ENGINEERING DESIGN

100 E. WOODFIELD ROAD, SUITE 500
SCHWABERUNG, WISCONSIN 53175
TEL: 847-908-9400
CO: 48 562841
www.FullertonEngineering.com

SURVEYED FOR:

dish
wireless.

OFFICE: (720) 814-0354
E-MAIL: NEWS@DISH.COM

MERIDIAN
SURVEYING, LLC

19537 Fremont Drive Office: 920-893-0881
Kaukauna, WI 53130 Fax: 920-273-0037

SITE NAME:
MMWKE00117B

SITE NUMBER:
XX

SITE ADDRESS:
500 RIVERVIEW AVE.
WAUKESHA, WI 53188

PROPERTY OWNER:
WAUKESHA COUNTY
1320 PENNAUKE RD.
WAUKESHA, WI 53188

PARCEL NO.: WAK1000385

ZONED: INDUSTRIAL

DEED REFERENCE: DOCUMENT NO. 854165

LEASE EXHIBIT
FOR
DISH WIRELESS

BEING A PART OF THE SE1/4, SECTION 34, T.7N., R.19E., CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

NO.	DATE	DESCRIPTION	BY
2	8/7/23	Added Lease & Easement	JR
1	4/13/23	Preliminary Survey	JR

DRAWN BY	J.E.	FIELD WORK DATE	4-11-23
CHECKED BY	C.A.K.	FIELD BOOK	M-34, PG. 43
JOB NO.	14495	SHEET	1 OF 3

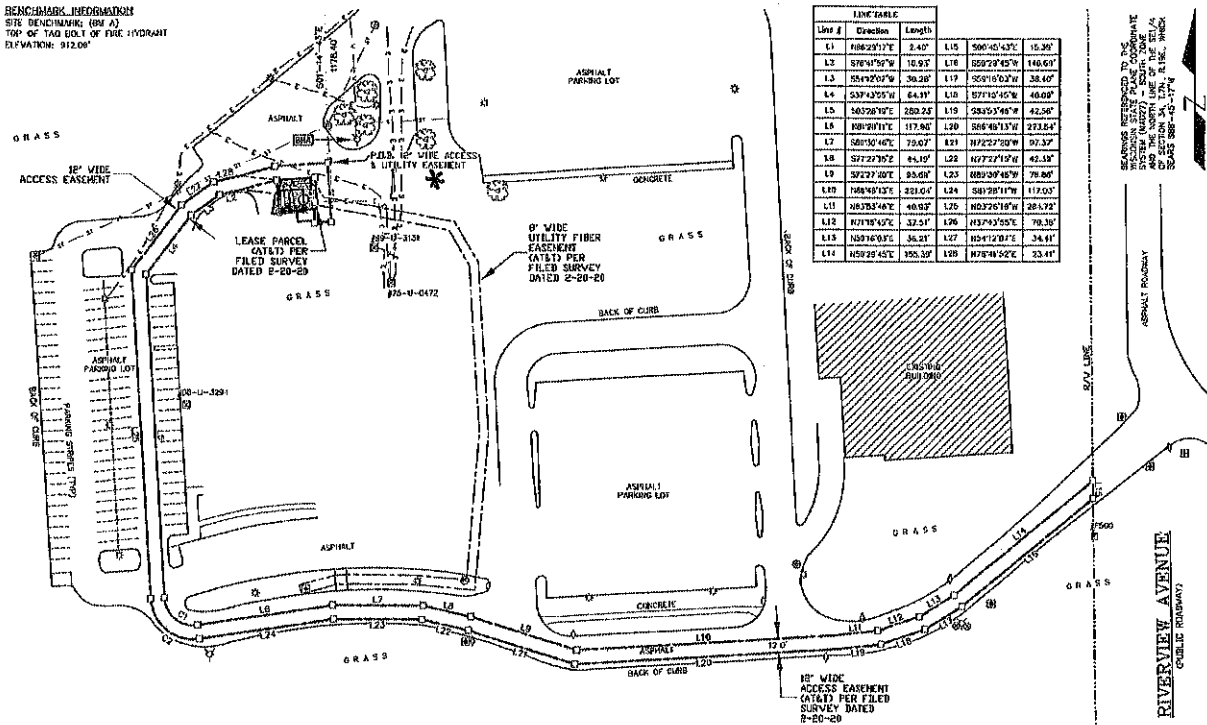
PROPERTY DETAIL
NOT TO SCALE

Referred on: 11/08/23

File Number: 178-O-069

Referred to: JU-FI 23

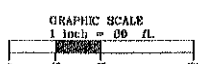
BENCHMARK FREEDOMSON
 SITE BENCHMARK (BM A)
 TOP OF TAP BOLT OF FIRE HYDRANT
 ELEVATION: 912.00'



Line #	Direction	Length	Bearing	Distance
01	S88°27'12\"	2.40'	S88°27'12\"	15.20'
12	S78°14'30\"	10.95'	S50°28'45\"	146.01'
13	S54°25'00\"	30.20'	S50°18'00\"	38.40'
14	S37°42'55\"	64.31'	S77°15'45\"	46.00'
15	S67°28'10\"	200.23'	S84°55'48\"	42.56'
16	S88°10'11\"	117.80'	S66°48'15\"	273.84'
17	S88°10'40\"	73.07'	S72°27'20\"	97.37'
18	S77°27'35\"	45.17'	S77°27'35\"	45.33'
19	S72°27'20\"	85.01'	S88°09'48\"	79.86'
20	S88°09'48\"	323.01'	S84°28'17\"	117.03'
21	S83°25'48\"	48.92'	S83°25'48\"	28.572'
22	N78°18'42\"	32.57'	N78°18'42\"	78.38'
23	S29°14'03\"	36.27'	S29°14'03\"	34.41'
24	N59°29'45\"	355.27'	N78°18'42\"	33.41'

- LEGEND-**
- 1" x 18" IRON PIPE SET
 - 6" MAN. SET
 - ⊕ COUNTY MONUMENT FOUND
 - ⊖ ELECTRIC TRANSFORMER
 - ⊖ ELECTRIC METER
 - ⊖ FIBER OPTIC VAULT
 - ⊖ FIBER OPTIC PEDESTAL
 - ⊖ TELEPHONE PEDESTAL
 - ⊖ LIGHT POLE
 - ⊖ WATER VALVE
 - ⊖ FIRE HYDRANT
 - ⊖ STORM INLET (ROUND)
 - ⊖ STORM INLET (SQUARE)
 - ⊖ STORM MANHOLE
 - ⊖ MANHOLE
 - ⊖ CONDUIT
 - ⊖ GROUNDING POINT
 - ⊖ METAL POST
 - ⊖ EXISTING SIGN
 - ⊖ BURIED ELECTRIC
 - ⊖ BURIED FIBER OPTIC LINE
 - ⊖ WATER MAIN
 - ⊖ STORM SEWER MAIN
 - ⊖ PROPERTY LINE
 - ⊖ EXISTING PINE TREE

Curve #	Radius	Length	Delta	Chord	
C1	25.56'	42.45'	095°09'00\"	S50°57'18\"	37.74'
C2	17.56'	62.30'	095°09'00\"	N90°57'18\"	55.48'



SURVEYORS CERTIFICATE
 I, Steven C. DeLong, Professional Land Surveyor of Meridian Surveying, LLC, certify that I have surveyed the attached property and that the information shown and shown representation thereof is to the best of my knowledge and belief.
 Dated this 11th day of AUGUST, 2023.
 Steven C. DeLong
 WISCONSIN PROFESSIONAL LAND SURVEYOR
 Steven C. DeLong, S-2791

SURVEYED FOR:
FULLERTON
 ENGINEERING DESIGN
 1100 E WOODFIELD ROAD, SUITE 500
 SCHLAUSBURG, ILLINOIS 60173
 TEL: 617-708-8400
 CO.# 3636-11
 www.FullertonEngineering.com

SURVEYED FOR:
dish
 wireless.
 OFFICE: (720) 514-5351
 E-MAIL: NEW560691004

MERIDIAN
 SURVEYING, LLC
 18637 Friendship Drive Office: 920-893-6881
 Keshonka, WI 53130 Fax: 920-523-9837

SITE NAME: MWMKEDD17B
 SITE NUMBER: XX
 SITE ADDRESS: 500 RIVERVIEW AVE. WAUKESHA, WI 53188

PROPERTY OWNER: WAUKESHA COUNTY 1320 PEWAUKEE RD. WAUKESHA, WI 53188
 PARCEL NO.: WAK10000683
 ZONED: INTENTIONAL
 DEED REFERENCE: DOCUMENT NO. 834155

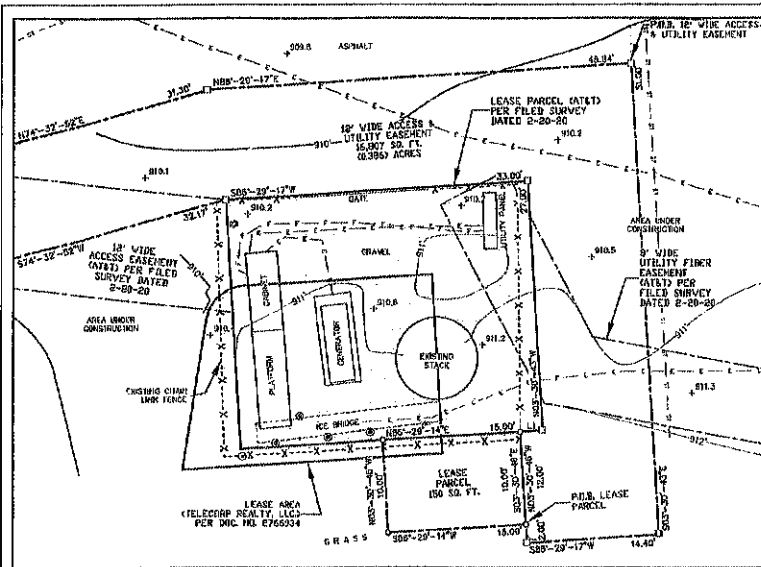
LEASE EXHIBIT
 FOR
DISH WIRELESS
 BEING A PART OF THE SE1/4, SECTION 34, T.7N., R.18E., CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

NO.	DATE	DESCRIPTION	BY
2	8/7/23	Added Lease & Easement	KR
1	4/23/23	Preliminary Survey	JB
NO.	DATE	DESCRIPTION	BY
DRAWN BY: J.B.	FIELD WORK DATE: 4-11-23		
CHECKED BY: C.A.K.	FIELD BOOK: M-34, PG 43		
JOB NO.: 14485	SHEET 2 OF 3		

Referred on: 11/08/23

File Number: 178-O-069

Referred to: JU-FI 24



-LEGEND-

- 1" x 18" IRON PIPE SET
- 6" NAIL SET
- ⊗ COUNTY MONUMENT FOUND
- ⊕ ELECTRIC TRANSFORMER
- ⊖ ELECTRIC METER
- ⊙ FIBER OPTIC VAULT
- ⊙ FIBER OPTIC PEDIESTAL
- ⊙ TELEPHONE PEDIESTAL
- ⊙ LIGHT POLE
- ⊙ WATER VALVE
- ⊙ FIRE HYDRANT
- ⊙ STORM INLET (ROUND)
- ⊙ STORM INLET (SQUARE)
- ⊙ STORM MANHOLE
- ⊙ MANHOLE
- ⊙ CONDUIT
- ⊙ CROWDING PORT
- ⊙ METAL POST
- ⊙ EXISTING SIGN
- ⊙ BURIED ELECTRIC
- ⊙ BURIED FIBER OPTIC LINE
- ⊙ WATER MAIN
- ⊙ STORM SEWER MAIN
- ⊙ PROPERTY LINE
- ⊙ EXISTING TREE
- ⊙ EXISTING PINE TREE

SURVEY NOTES:

-THE LOCATION OF THE EXISTING UTILITIES, AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATION SHOWN.

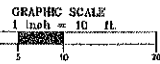
-OWNER'S HOTLINE TICKET NO. 20931306826.

-THIS SURVEY WAS MADE WITH THE AID OF A TITLE REPORT PREPARED BY U.S. TITLE SOLUTIONS AS COMMUNITY NO. 15231818 WITH AN EFFECTIVE DATE OF NOVEMBER 3, 2023. ALL ENCUMBRANCES, IF ANY, ARE PLOTTED AND SHOWN.

-THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL. THIS SURVEY REPRESENTS THE LEASE AREA AND EASEMENTS ONLY.

FEMA NOTE:
-ACCORDING TO FEDERAL EMERGENCY AGENCY MAPS, THE EXISTING TELECOMMUNICATIONS SITE IS LOCATED IN ZONE "X", COMMUNITY PANEL NO. 2513002130, DATED NOVEMBER 5, 2014, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. ZONE "X" IS DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE OF 500-YEAR FLOOD PLAIN."

WELLS NOTE:
-THE PRESENCE AND LOCATION OF WELLS HAS NOT BEEN DETERMINED ON THIS PROPERTY. WELLS SHOULD ONLY BE DETERMINED BY ACTUAL FIELD DELINEATION PERFORMED BY A QUALIFIED WELLS SPECIALIST.



Referred on: 11/06/23

File Number: 178-O-069

LEASE AREA PREMISES

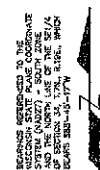
Being a part of the Southeast Quarter (SE1/4) of Section Thirty-Four (34), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin containing 150 square feet (0.003 acres) of land and being described by:

Commencing at the East Quarter Corner of said Section 34; thence S88°45'17"W 1990.29 feet along the north line of the SE1/4 of said Section 34; thence S01°14'43"E 1178.40 feet to the point of beginning; thence S03°30'43"E 51.00 feet; thence S86°29'17"W 14.40 feet; thence N03°30'46"W 12.00 feet; thence N86°29'17"E 3.40 feet; thence N09°39'43"W 27.00 feet; thence S86°29'17"W 33.40 feet; thence S77°27'20"E 95.69 feet; thence S77°27'20"E 117.98 feet; thence N81°28'11"E 117.98 feet; thence S89°30'46"E 95.69 feet; thence N86°40'43"E 221.04 feet; thence N83°53'46"E 40.03 feet; thence N71°15'43"E 37.51 feet; thence N59°10'43"E 36.21 feet; thence N59°29'45"E 155.39 feet to a point on the West right-of-way line of Riverview Avenue; thence S00°45'43"E 15.39 feet along said West right-of-way line; thence S50°29'45"W 146.69 feet; thence S59°16'40"W 38.40 feet; thence S71°45'15"W 40.09 feet; thence S83°53'46"W 42.56 feet; thence S86°40'13"W 223.54 feet; thence N72°27'20"W 97.37 feet; thence N77°27'15"W 42.39 feet; thence N89°30'46"W 76.86 feet; thence S81°28'11"W 117.03 feet; thence N07°27'15"W 62.38 feet along the arc of a curve to the right, having a radius of 37.36 feet and a chord of which bears N59°57'18"W 55.46 feet; thence N03°26'19"W 281.32 feet; thence N37°43'55"E 70.30 feet; thence N54°12'07"E 34.11 feet; thence N79°41'32"E 23.41 feet; thence N74°32'52"E 31.30 feet; thence N65°29'17"E 45.54 feet to the point of beginning. Being subject to any and all encumbrances and restrictions of record.

12' WIDE ACCESS & UTILITY EASEMENT

Being a part of the Southeast Quarter (SE1/4) of Section Thirty-Four (34), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin containing 10,807 square feet (0.286 acres) of land and being described by:

Commencing at the East Quarter Corner of said Section 34; thence S88°45'17"W 1990.29 feet along the north line of the SE1/4 of said Section 34; thence S01°14'43"E 1178.40 feet to the point of beginning; thence S03°30'43"E 51.00 feet; thence S86°29'17"W 14.40 feet; thence N03°30'46"W 12.00 feet; thence N86°29'17"E 3.40 feet; thence N09°39'43"W 27.00 feet; thence S86°29'17"W 33.40 feet; thence S77°27'20"E 95.69 feet; thence S77°27'20"E 117.98 feet; thence N81°28'11"E 117.98 feet; thence S89°30'46"E 95.69 feet; thence N86°40'43"E 221.04 feet; thence N83°53'46"E 40.03 feet; thence N71°15'43"E 37.51 feet; thence N59°10'43"E 36.21 feet; thence N59°29'45"E 155.39 feet to a point on the West right-of-way line of Riverview Avenue; thence S00°45'43"E 15.39 feet along said West right-of-way line; thence S50°29'45"W 146.69 feet; thence S59°16'40"W 38.40 feet; thence S71°45'15"W 40.09 feet; thence S83°53'46"W 42.56 feet; thence S86°40'13"W 223.54 feet; thence N72°27'20"W 97.37 feet; thence N77°27'15"W 42.39 feet; thence N89°30'46"W 76.86 feet; thence S81°28'11"W 117.03 feet; thence N07°27'15"W 62.38 feet along the arc of a curve to the right, having a radius of 37.36 feet and a chord of which bears N59°57'18"W 55.46 feet; thence N03°26'19"W 281.32 feet; thence N37°43'55"E 70.30 feet; thence N54°12'07"E 34.11 feet; thence N79°41'32"E 23.41 feet; thence N74°32'52"E 31.30 feet; thence N65°29'17"E 45.54 feet to the point of beginning. Being subject to any and all encumbrances and restrictions of record.



SURVEYORS CERTIFICATE
I, Steven C. DeWitt, Professional Land Surveyor of Waukesha County, Wisconsin, U.S.A., certify that I have prepared the attached plat and that the same shows a true and correct representation of the facts as shown to me by the parties thereto.

Dated this 11th day of August, 2023

STEVEN C. DEWITT
WISCONSIN PROFESSIONAL LAND SURVEYOR
Steven C. DeWitt, S-2791

SURVEYED FOR:
FULLERTON ENGINEERING DESIGN
1809 E WOODFIELD ROAD, SUITE 300
SCHAUMBURG, ILLINOIS 60173
TEL: 815-308-8100
COAH 3676-11
www.FullertonEngineering.com

SURVEYED FOR:
dish wireless.
OFFICE: (720) 514-5361
E-MAIL: NEWS@DISH.COM

MERIDIAN SURVEYING, LLC
10537 Friendship Drive Office: 920-293-0881
Rochester, WI 53150 Fax: 920-273-5937

SITE NAME: **MMHREC017B**
SITE NUMBER: **XX**
SITE ADDRESS: **500 RIVERVIEW AVE, WAUKESHA, WI 53188**

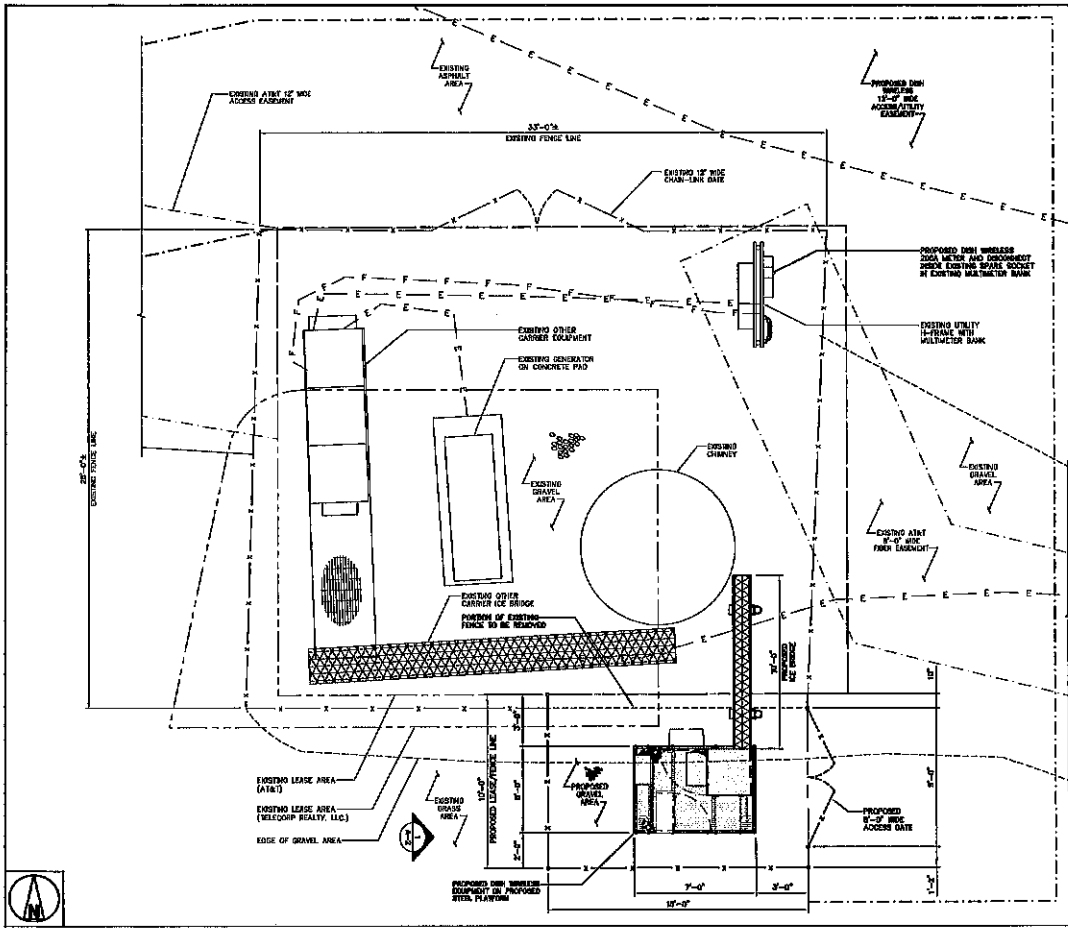
PROPERTY OWNER: **WAUKESHA COUNTY 1320 PEWASURE RD, WAUKESHA, WI 53188**
PARCEL NO.: **WAKC0000683**
ZONED: **MUTRNLN**
DEED REFERENCE: **DOCUMENT NO. 834165**

LEASE EXHIBIT FOR DISH WIRELESS
BEING A PART OF THE SE1/4, SECTION 34, T.7N., R.19E., CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

NO.	DATE	DESCRIPTION	BY
2	8/27/23	Added Lease & Easement	KR
1	4/13/23	Boundary Survey	SD
1		DESCRIPTION	BT

DRAWN BY: J.B.	FIELD WORK DATE: 4-11-23
CHECKED BY: C.A.K.	FIELD WORK: M-54, P.4, I
JOB NO.: 14485	SHEET 3 OF 3

Referred to: JU-FI 25



- NOTES**
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
 2. CONTRACTOR SHALL MAINTAIN A 12'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
 3. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.



8701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



REGION DEVELOP CONTRACT NO
1100 E WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60195
TEL: 630-203-8100
COMM: 309-411
www.fullerton.com



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS A LICENSED PROFESSIONAL ENGINEER, TO SEAL THIS DOCUMENT TO ALLEN THE DOCUMENT.

DRAWN BY: [] CHECKED BY: [] APPROVED BY: []
LA OZ DS

PDOS REV # 3

PERMITTING DOCUMENTS

SUBMITTALS

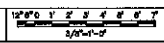
REV	DATE	DESCRIPTION
1	04/21/2021	ISSUED FOR REVIEW
2	04/21/2021	ISSUED FOR PERMITTING
3	04/22/2021	FOR THE ANTENNA ELEVATION JOB
4	04/23/2021	LEASE AREA REVIEW

AME PROJECT NUMBER
2021.0030.0145

DISH WIRELESS, LLC
PROJECT REFERENCE
MWMKE001178
500 RIVERVIEW AVE.
WAUKESHA, WI 53188

SHEET TITLE
ENLARGED
SITE PLAN
SHEET NUMBER
A-1A

ENLARGED SITE PLAN



1

NOTE

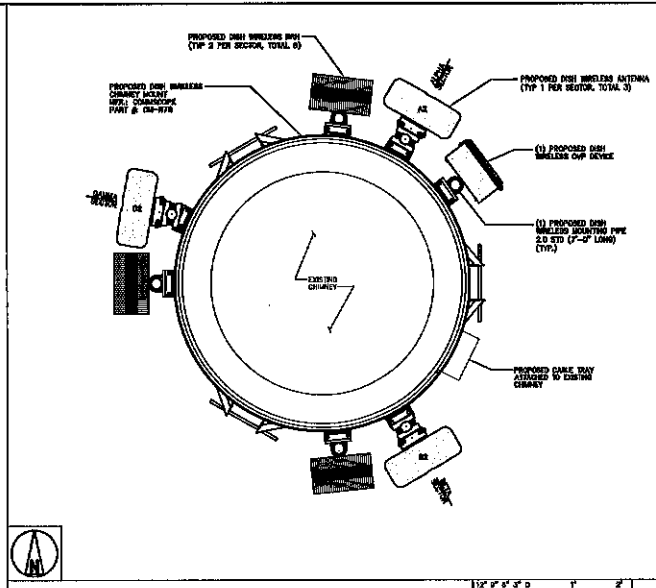
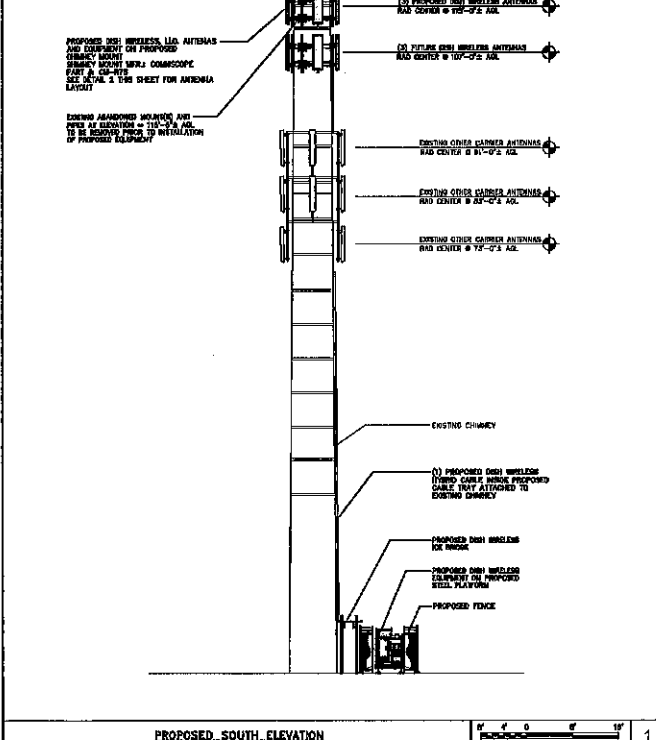
1. PROPOSED ANTENNAS SHALL BE PAINTED TO MATCH EXISTING BACKGROUND

CHIMNEY INSPECTION REPORT NOTES

INSPECTION REPORT FOR "12'-0" CONCRETE CHIMNEY, 500 RIVERVIEW AVE., WAUKESHA, WI DATED ABOUT 04.26.2021, PREPARED BY BENJAMIN CONSULTING, INC FOR FULLERTON ENGINEERING, THE ENGINEER OF RECORD AT FULLERTON AGREES WITH THE RECOMMENDED ACTIONS IN THIS REPORT.

RECOMMENDATIONS / REPAIR ACTIONS

BASED ON THE ABOVE 2021 INSPECTION FINDINGS, REPAIRS SHOULD TO THE CHIMNEY W/OT BE UNDERTAKEN PRIOR TO INSTALLING OR REPLACING ANY ANTENNA.



ANTENNA LAYOUT

1" = 4'-0" 2

SECTOR	POSITION	EXISTING OR PROPOSED	MANUFACTURER - MODEL NUMBER	TECHNOLOGY	HEIG (ft-in)	AZIMUTH	RAD CENTER	FEED LINE TYPE AND LENGTH
ALPHA	A2	PROPOSED	COMBSCOPE - FVVA-608-RE	5G	72.0" x 30.0"	30°	110'-0"	(1) 1001-CAPACITY FIBER CABLE (100' LONG)
BETA	B2	PROPOSED	COMBSCOPE - FVVA-608-RE	5G	72.0" x 30.0"	150°	110'-0"	
GAAMA	G2	PROPOSED	COMBSCOPE - FVVA-608-RE	5G	72.0" x 30.0"	280°	110'-0"	

SECTOR	POSITION	MANUFACTURER - MODEL NUMBER	TECHNOLOGY
ALPHA	A2	FULTECH - FAN6020-8004	5G
ALPHA	A2	FULTECH - FAN6020-8005	5G
BETA	B2	FULTECH - FAN6020-8001	5G
BETA	B2	FULTECH - FAN6020-8002	5G
BETA	B2	FULTECH - FAN6020-8004	5G
GAAMA	G2	FULTECH - FAN6020-8005	5G

NOTES

- CONTRACTOR TO REFER TO FINAL CONSTRUCTION SETS FOR ALL RF DETAILS.
- ANTENNA AND OVP MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND KEPT IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.
- VERIFY AZIMUTH WITH LATEST DISH INFO PRIOR TO INSTALLATION.

NO SCALE 3

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

1100 E WOODFIELD ROAD, SUITE 300
SCHLAUMBERG, ILLINOIS 60173
TEL: 815-308-9800
COORD: 325-11
www.fullerton.com

DANIEL W. SMITH
44006-6
SCHLAUMBERG, IL
PROFESSIONAL ENGINEER

IT IS A REVIEW OF ALL THE INFORMATION SUBMITTED TO THE ENGINEER OF RECORD AND THE ENGINEER OF RECORD ACCEPTS RESPONSIBILITY FOR THE DESIGN.

DESIGN BY: CHECKED BY: APPROVED BY:

LA	DK	DS
----	----	----

RFDS REV # 3

PERMITTING DOCUMENTS

SUBMITTALS

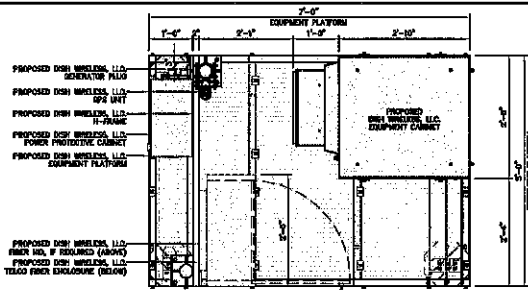
REV	DATE	DESCRIPTION
1	04/26/2021	ISSUE FOR PERMIT
2	05/10/2021	ISSUE FOR PERMITTING
3	05/10/2021	ISSUE WITH REVISIONS AND LOCAL AREA NUMBER

AAC PROJECT NUMBER: 2021.0030.0145

DISH WIRELESS, LLC
PROJECT INFORMATION
MWWK00117B
500 RIVERVIEW AVE.
WAUKESHA, WI 53188

SHEET TITLE
ELEVATION, ANTENNA LAYOUT AND SCHEDULE

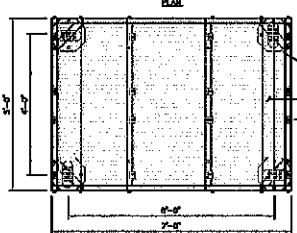
SHEET NUMBER
A-2



PLATFORM EQUIPMENT PLAN

1/8" = 1'-0" 1

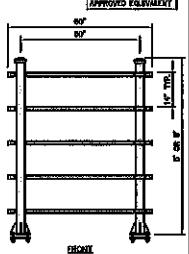
COMMSCOPE MTC404SLP SKY PLATFORM	
DIMENSIONS (LxWxH)	15'x5'x5'4"
TOTAL WEIGHT	423 LBS



PLATFORM DETAIL

NO SCALE 2

COMMSCOPE MTC4045HFLD H-FRAME	
WEIGHT	58.74 lbs



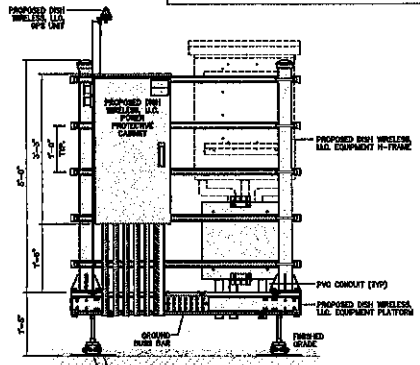
H-FRAME DETAIL

NO SCALE 3

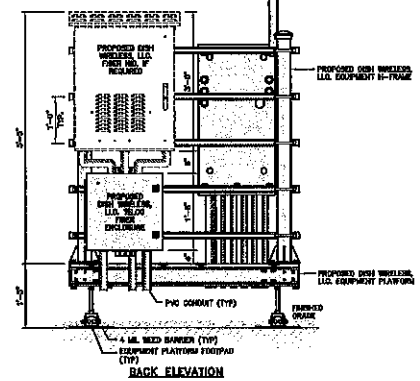
NOT USED

NO SCALE 4

- NOTES**
- CONTRACTOR TO BURY PLATFORM FEET WITH A MINIMUM OF 2" OF FILL FOR EXISTING SITE SURFACE.
 - WEEB BARBER FIBRE TO BE ADDED AT DISCRETION OF DISH WIRELESS, L.L.C. CONSTRUCTION MANAGER AT TIME OF CONSTRUCTION, ONE SHEET #101 INSTALLED UNDER ALL FOUR FEET OF THE PLATFORM (4 WEL. BAR. PLATED).
 - EQUIPMENT CABINET GATED FOR CLAY.



FRONT ELEVATION



BACK ELEVATION

H-FRAME EQUIPMENT ELEVATION

1/8" = 1'-0" 5



5700 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



1110 E. WOODFIELD ROAD, SUITE 200
SCHWAUBURG, ILLINOIS 61477
TEL: 815-466-9100
COMP 322-11
www.fullerton.com



IF IN A 60 DAY PERIOD, THE USER DOES NOT PURSUE UNDER THIS AGREEMENT, THE USER'S RIGHTS TO USE THIS DOCUMENT ARE REVOKED.

DRAWN BY: [] CHECKED BY: [] APPROVED BY: []

PERMITTING DOCUMENTS

REV	DATE	DESCRIPTION
A	02/01/2021	ISSUED FOR BIDDING
B	02/01/2021	ISSUED FOR PERMITTING
C	02/01/2021	ISSUED FOR PERMITTING
D	02/01/2021	ISSUED FOR PERMITTING

AAE PROJECT NUMBER
2021.0030.0145

DISH WIRELESS, L.L.C.
PROJECT INFORMATION

MWMK00117B
500 RIVERVIEW AVE.
WAUKESHA, WI 53188

SHEET TITLE
EQUIPMENT PLATFORM AND H-FRAME DETAILS

SHEET NUMBER
A-3

<table border="1"> <tr> <td colspan="2">DELTA HEX - 24 CORE ES04800-HCB04-PD02</td> </tr> <tr> <td>ENCLOSURE DIMENSIONS (WxHxD)</td> <td>78"x17"x14.75"(40")</td> </tr> <tr> <td>TOTAL WEIGHT</td> <td>1100 LBS (TO BE VERIFIED)</td> </tr> </table> <p>CABINET DETAIL NO SCALE 1</p>	DELTA HEX - 24 CORE ES04800-HCB04-PD02		ENCLOSURE DIMENSIONS (WxHxD)	78"x17"x14.75"(40")	TOTAL WEIGHT	1100 LBS (TO BE VERIFIED)	<table border="1"> <tr> <td colspan="2">RAYCAP PPC RDIAC-2485-P-240-MTS</td> </tr> <tr> <td>ENCLOSURE DIMENSIONS (WxHxD)</td> <td>36"x22.5"x12.5"MTS</td> </tr> <tr> <td>WEIGHT</td> <td>50 lbs</td> </tr> <tr> <td>OPERATING VOLTAGE</td> <td>240/120 1 PHASE 3W/0</td> </tr> </table> <p>POWER PROTECTION CABINET (PPC) DETAIL NO SCALE 2</p>	RAYCAP PPC RDIAC-2485-P-240-MTS		ENCLOSURE DIMENSIONS (WxHxD)	36"x22.5"x12.5"MTS	WEIGHT	50 lbs	OPERATING VOLTAGE	240/120 1 PHASE 3W/0	<table border="1"> <tr> <td colspan="2">SQUARE D SAFETY SWITCHES D224NRB</td> </tr> <tr> <td>ENCLOSURE DIM (WxHxD)</td> <td>24.25"x18.00"x4.50"</td> </tr> <tr> <td>ENCLOSURE TYPE</td> <td>NEAR 3R RAINPROOF</td> </tr> <tr> <td>UL LISTED</td> <td>FILE E-1676</td> </tr> </table> <p>SAFETY SWITCH DETAIL (IF REQUIRED) NO SCALE 3</p>	SQUARE D SAFETY SWITCHES D224NRB		ENCLOSURE DIM (WxHxD)	24.25"x18.00"x4.50"	ENCLOSURE TYPE	NEAR 3R RAINPROOF	UL LISTED	FILE E-1676
DELTA HEX - 24 CORE ES04800-HCB04-PD02																								
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ENCLOSURE DIM (WxHxD)	24.25"x18.00"x4.50"																							
ENCLOSURE TYPE	NEAR 3R RAINPROOF																							
UL LISTED	FILE E-1676																							
<p>NOT USED NO SCALE 4</p>	<p>NOT USED NO SCALE 5</p>	<table border="1"> <tr> <td colspan="2">CHARLES CFIT-PF2020DSSH1 FIBER TELCO ENCLOSURE</td> </tr> <tr> <td>ENCLOSURE DIMS (WxHxD)</td> <td>20"x10"x4"</td> </tr> <tr> <td>ENCLOSURE WEIGHT</td> <td>20 lbs</td> </tr> <tr> <td>MONITORING</td> <td>WALL</td> </tr> <tr> <td>COMPLIANCE</td> <td>TYPE 4</td> </tr> </table> <p>FIBER TELCO ENCLOSURE DETAIL NO SCALE 6</p>	CHARLES CFIT-PF2020DSSH1 FIBER TELCO ENCLOSURE		ENCLOSURE DIMS (WxHxD)	20"x10"x4"	ENCLOSURE WEIGHT	20 lbs	MONITORING	WALL	COMPLIANCE	TYPE 4												
CHARLES CFIT-PF2020DSSH1 FIBER TELCO ENCLOSURE																								
ENCLOSURE DIMS (WxHxD)	20"x10"x4"																							
ENCLOSURE WEIGHT	20 lbs																							
MONITORING	WALL																							
COMPLIANCE	TYPE 4																							
<table border="1"> <tr> <td colspan="2">COMMSCOPE WB-K110-B WAYGUIDE BRIDGE KIT</td> </tr> <tr> <td>ENCLOSURE DIMS</td> <td>180"x10"</td> </tr> <tr> <td>WEIGHT/VOLUME</td> <td>325.0 LBS</td> </tr> <tr> <td>CABLE RUN (FT)</td> <td>12</td> </tr> </table> <p>INCLUDED PRODUCTS: WB-T12-4 TRAPICE KIT, 3 RANGES WB-T12-3 SUPPORT BRACKET WF-120 BRACKET BURAL PIPE COLUMN, 12'-0"</p> <p>ICE BRIDGE DETAIL NO SCALE 7</p>	COMMSCOPE WB-K110-B WAYGUIDE BRIDGE KIT		ENCLOSURE DIMS	180"x10"	WEIGHT/VOLUME	325.0 LBS	CABLE RUN (FT)	12	<p>TYPICAL ICE BRIDGE CONCRETE PIER DETAIL NO SCALE 8</p>	<p>NOT USED NO SCALE 9</p>														
COMMSCOPE WB-K110-B WAYGUIDE BRIDGE KIT																								
ENCLOSURE DIMS	180"x10"																							
WEIGHT/VOLUME	325.0 LBS																							
CABLE RUN (FT)	12																							

Referred on: 11/06/23

File Number: 178-O-069

Referred to: JU-FI 30

dish
wireless.

8701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

Fullerton

DESIGN DEVELOP CONSTRUCTION
1100 E WOODFIELD ROAD, SUITE 505
SCARLETT, IL 60177
TEL: 815-958-9000
COURT 342-511
www.Fullerton.com



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TO ALTER THIS DOCUMENT.

DESIGN BY: [] CHECKED BY: [] APPROVED BY: []

LA OZ OS

RF03 REV # 3

PERMITTING DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
1	05/06/2023	ISSUED FOR REVIEW
2	05/16/2023	ISSUED FOR PERMITTING
3	05/22/2023	PERMITS APPROVAL SIGNATURE AND
4	05/23/2023	ISSUE AREA NUMBER

AFC PROJECT NUMBER

2021.0030.0145

DISH WIRELESS, LLC

PROJECT INFORMATION

MWMKE001178

500 RIVERVIEW AVE.

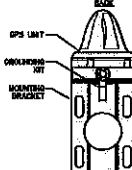
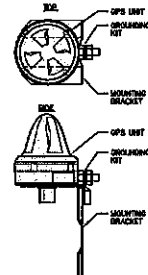
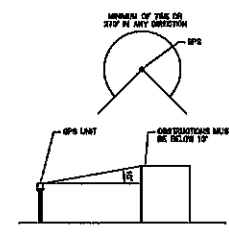
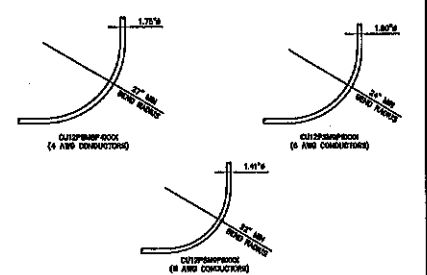



WAUKESHA, WI 53188

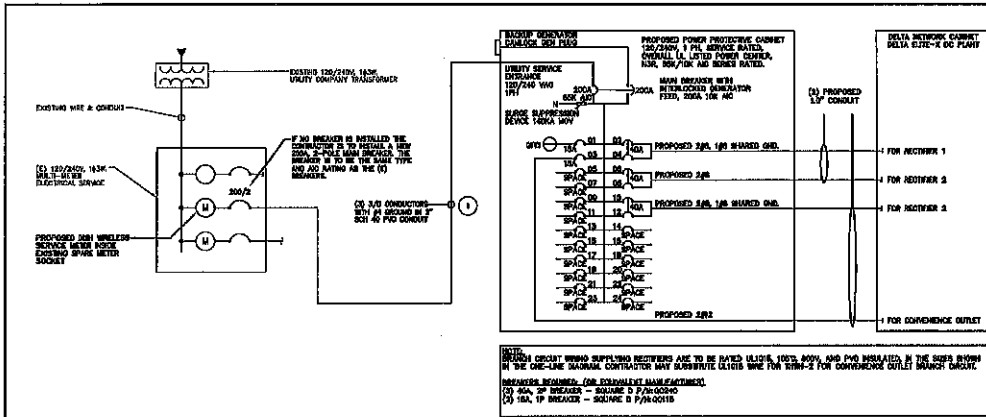
SHEET TITLE

EQUIPMENT DETAILS

SHEET NUMBER

A-4

<p>ROSENBERGER GPSOLONASS-36-N-S</p> <table border="1"> <tr> <td>DIAMETER (AA x B)</td> <td>66mm x 98.5mm</td> </tr> <tr> <td>WEIGHT (WITH ACCESSORIES)</td> <td>518.7g</td> </tr> <tr> <td>CONNECTOR</td> <td>N-FEMALE</td> </tr> <tr> <td>FREQUENCY RANGE</td> <td>1500 MHz ~ 1615.2MHz</td> </tr> </table>  	DIAMETER (AA x B)	66mm x 98.5mm	WEIGHT (WITH ACCESSORIES)	518.7g	CONNECTOR	N-FEMALE	FREQUENCY RANGE	1500 MHz ~ 1615.2MHz			 							
DIAMETER (AA x B)	66mm x 98.5mm																	
WEIGHT (WITH ACCESSORIES)	518.7g																	
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FREQUENCY RANGE	1500 MHz ~ 1615.2MHz																	
GPS_ANTENNA_DETAIL	GPS_MINIMUM_SKY_VIEW_REQUIREMENTS	CABLES_UNLIMITED_HYBRID_CABLE MINIMUM_BEND_RADIIUSES																
NOT_USED	NOT_USED	NOT_USED	 <p>IS A VALIDITY OF LAW FOR ANY PURPOSE, UNLESS THE USER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE LICENSE.</p> <p>DRAWN BY: _____ CHECKED BY: APPROVED BY: _____</p> <p>LA OZ OS</p> <p>REDS REV # 3</p> <p>PERMITTING DOCUMENTS</p> <p>SUBMITTALS</p> <table border="1"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>04/15/2021</td> <td>ISSUED FOR BIDDING</td> </tr> <tr> <td>B</td> <td>04/15/2021</td> <td>ISSUED FOR PERMITS</td> </tr> <tr> <td>C</td> <td>04/15/2021</td> <td>ISSUED FOR PERMITS</td> </tr> <tr> <td>D</td> <td>04/15/2021</td> <td>ISSUED FOR PERMITS</td> </tr> </tbody> </table> <p>A&E PROJECT NUMBER 2021.0030.0145</p> <p>DISH WIRELESS, LLC PROJECT INFORMATION</p> <p>MWMKE001178 500 RIVERVIEW AVE. WAUKESHA, WI 53188</p> <p>SHEET TITLE EQUIPMENT DETAILS</p> <p>SHEET NUMBER A-5</p>	REV	DATE	DESCRIPTION	A	04/15/2021	ISSUED FOR BIDDING	B	04/15/2021	ISSUED FOR PERMITS	C	04/15/2021	ISSUED FOR PERMITS	D	04/15/2021	ISSUED FOR PERMITS
REV	DATE	DESCRIPTION																
A	04/15/2021	ISSUED FOR BIDDING																
B	04/15/2021	ISSUED FOR PERMITS																
C	04/15/2021	ISSUED FOR PERMITS																
D	04/15/2021	ISSUED FOR PERMITS																
NOT_USED	NOT_USED	NOT_USED																



NOTES

THE (2) CONDUITS WITH (4) CURRENT CARRYING CONDUCTORS EACH, SHALL APPLY THE ADJUSTMENT FACTOR OF ONE PER 2000 WHO TABLE 310.15(B)(2) FOR ULTIMATE WIRE, CABLE AND TERMINATION (HARDWARE TO BE RATED 75%)

SEE FOR 50A COPD WIRE RATING: 0.8 x 50A = 40A
 SEE FOR 40A COPD WIRE RATING: 0.8 x 40A = 32A

CONDUIT SIZING AT 40% FILL PER NEC CHAPTER 9, TABLE A, ARTICLE 350.

1.5" CONDUIT - 3448 SQ. IN AREA
 1.5" CONDUIT - 1528 SQ. IN AREA

(2) CONDUITS, USING THHN-2, CU.

RECTIFIER CONDUCTORS

1# - 0.2833 SQ. IN X 4 = 1.1332 SQ. IN
 2# - 0.2833 SQ. IN X 2 = 0.5666 SQ. IN GROUND
TOTAL = 1.7000 SQ. IN

RECTIFIER & WFC CONDUCTORS

1# - 0.2833 SQ. IN X 4 = 1.1332 SQ. IN
 2# - 0.2833 SQ. IN X 2 = 0.5666 SQ. IN GROUND
 2# - 0.2833 SQ. IN X 2 = 0.5666 SQ. IN GROUND
TOTAL = 2.2666 SQ. IN

1.5" CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (4) WIRE, INCLUDING GROUND WIRE, AS INDICATED ABOVE.

PPO FEED CONDUCTORS (1 CONDUIT), USING THHN, CU.

3/4" - 0.2872 SQ. IN X 3 = 0.8617 SQ. IN
 3/4" - 0.2872 SQ. IN X 1 = 0.2872 SQ. IN GROUND
TOTAL = 1.1489 SQ. IN

1.5" CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (4) WIRE, INCLUDING GROUND WIRE, AS INDICATED ABOVE.

OPTIONAL ALUMINUM SERVICE CONDUCTOR

1/2" AL. & EC. WIRE MAY BE USED INSTEAD OF AWG 12-2 AL. WIRE IF THE TOTAL LENGTH OF THE CONDUCTOR IS LESS THAN 50 FT FROM THE TRANSFORMER.

ALUMINUM CONDUCTORS MUST BE RATED TO CARRY THE FULL LOAD AND REQUIRED ALUMINUM TO SUPPLY EACH CONDUCTOR MUST BE COMPATIBLE TO AWG AND BE IN LABEL LINE WITH CONDUIT CONDUCTIVE ELEMENT ON CONDUIT.

dish wireless.

6701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

Fullerton

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1100 E WOODFIELD ROAD, SUITE 300
SCHAUMBURG, ILLINOIS 60173
TEL: 815-998-9800
CC048-302-01
www.fullerton-ill.com

DANIEL W. SMITH
4108 S. SCHLAUBURG, IL

REGISTERED PROFESSIONAL ENGINEER
STATE OF ILLINOIS
NO. 021-00000000

IF IT IS A VIOLATION OF LAW FOR ANY REASON, UNDER ANY LAW, AND NEITHER THIS CONTRACTOR NOR I AM TO BE HELD RESPONSIBLE.

DRAWN BY: CHECKED BY: APPROVED BY:

LA DS DS

RD09 REV # 3

PERMITTING DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	04/20/09	ISSUED FOR REVIEW
B	05/14/09	ISSUED FOR PERMITTING
C	06/22/09	ISSUED FOR PERMITTING
D	07/15/09	ISSUED FOR PERMITTING

AAC PROJECT NUMBER
2021.0030.0145

DISH WIRELESS, LLC
PROJECT INFORMATION
MWMK001176
500 RIVERVIEW AVE.
WAUKESHA, WI 53188

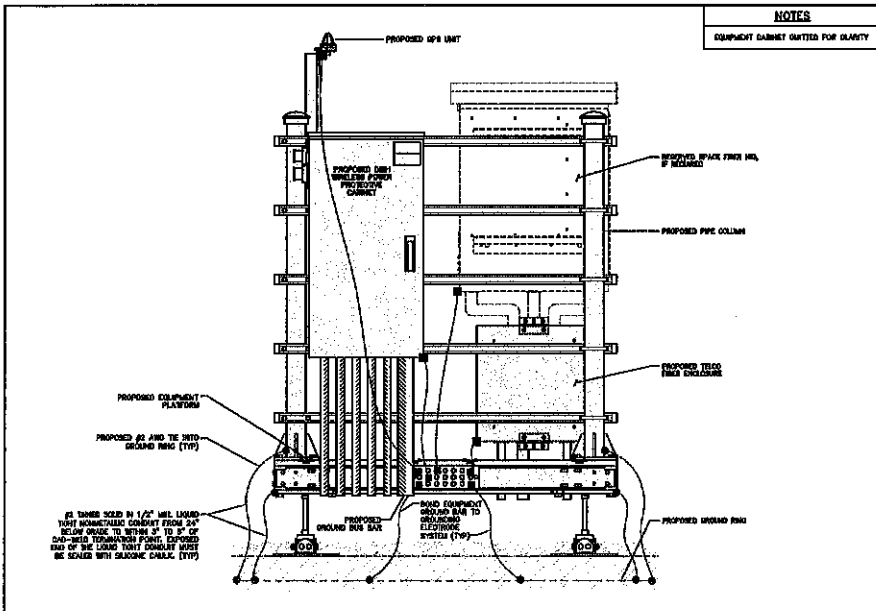
SHEET TITLE
ELECTRICAL ONE-LINE & PANEL SCHEDULE

SHEET NUMBER
E-3

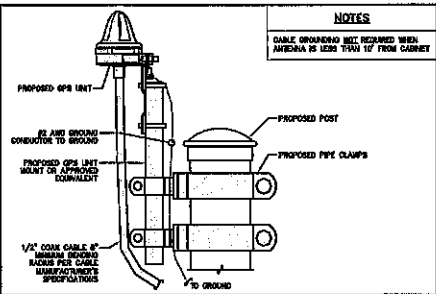
PPG ONE-LINE DIAGRAM

NO SCALE 1

PANEL NAME		LOCATION		VOLTAGE SYSTEM ID		MOUNTING/ENCLOSURE RATING/TERMINALS	
DELTA		EQUIPMENT PLATFORM		MANSUET 120/240V 3W		TYPE 1/UL 508	
ASSETS	WIRE & CONDUIT	TYPE	DESCRIPTION	KVA	CHG	A	B
123	123	123	123	123	123	123	123
124	124	124	124	124	124	124	124
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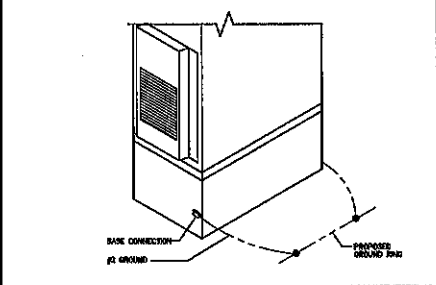


NOTES
EQUIPMENT CABINET OMITTED FOR CLARITY

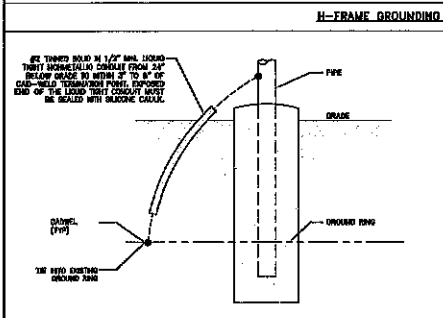


NOTES
CABLE GROUNDING NOT REQUIRED WHEN ANTENNA IS LESS THAN 12\"/>

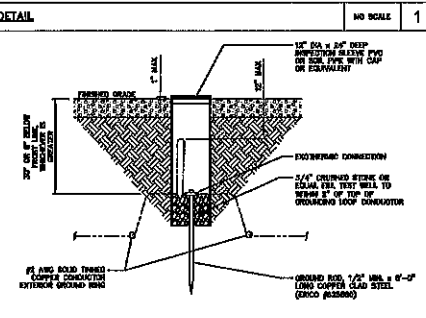
TYPICAL GPS UNIT GROUNDING NO SCALE 2



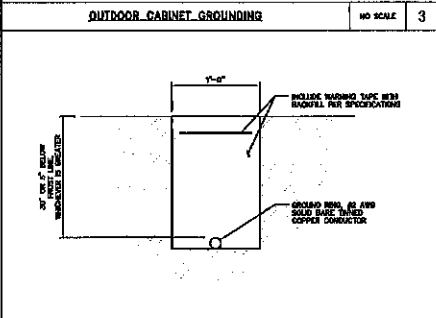
OUTDOOR CABINET GROUNDING NO SCALE 3



TRANSITIONING GROUND DETAIL NO SCALE 4



TYPICAL TEST GROUND ROD WITH INSPECTION SLEEVE NO SCALE 5



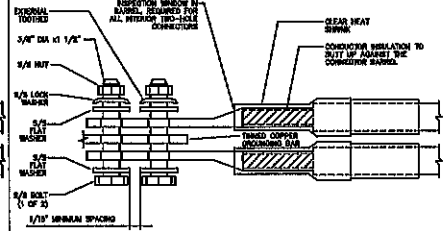
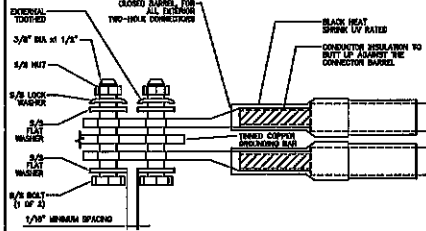
TYPICAL GROUND RING TRENCH NO SCALE 6

8701 SOUTH SANTA FE DRIVE
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SCHAUMBURG, ILLINOIS 60197
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COMM: 333-11
www.fullerton.com

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LA	UZ	DB
RTD REV # 3		
PERMITTING DOCUMENTS		
SUBMITTALS		
REV	DATE	DESCRIPTION
1	02/24/2021	ISSUED FOR REVIEW
2	03/02/2021	ISSUED FOR PERMITTING
3	03/22/2021	ISSUE APPROVAL EXPEDITION #20
4	04/15/2021	ISSUE APPROVAL EXPEDITION #20
ARE PROJECT NUMBER 2021.0030.0145		
DISH WIRELESS, L.L.C. PROJECT INFORMATION		
MHWK00117B 500 RIVERVIEW AVE. WAUKESHA, WI 53188		
SHEET TITLE GROUNDING DETAILS		
SHEET NUMBER G-2		

- EXPOSING WELD (2) TWO (2) AWG SAME TINNER SOLID COPPER CONDUCTORS TO GROUND BAR. ROUTE CONDUCTORS TO BLAZED GROUND HEAD AND PROVIDE PARALLEL, EXTERIORWARD WELD.
- ALL EXTERIOR GROUNDING HARDWARE SHALL BE STAINLESS STEEL 3/16" DIAMETER OR LARGER. ALL ALLOWABLE 10-8 STAINLESS STEEL INCLUDING LOCK WASHERS, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MACHING.
- PER GROUND BOND TO STEEL ONLY. COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MACHING.
- DO NOT INSTALL CABLE BONDING KIT AT A BEND AND ALWAYS DIRECT GROUND CONDUCTOR DOWN TO GROUNDING BUS.
- NUT & WASHER SHALL BE PLACED ON THE FRONT SIDE OF THE GROUND BAR AND BOLTED ON THE BACK SIDE.
- ALL GROUNDING PARTS AND EQUIPMENT TO BE SUPPLIED AND INSTALLED BY CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ADDITIONAL GROUND BAR AS REQUIRED.
- ENSURE THE WIRE INSULATION TERMINATION IS WITHIN 1/8" OF THE BANGLED (NO SHIMMERS).



TYPICAL GROUNDING NOTES

NO SCALE

1

TYPICAL EXTERIOR TWO-HOLE LUG

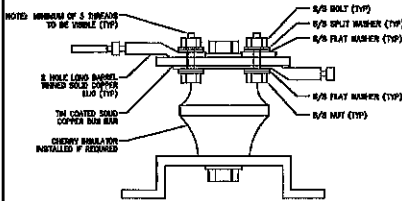
NO SCALE

2

TYPICAL INTERIOR TWO-HOLE LUG

NO SCALE

3



LUG DETAIL

NO SCALE

4

NOT USED

NO SCALE

5

NOT USED

NO SCALE

6

NOT USED

NO SCALE

7

NOT USED

NO SCALE

8

NOT USED

NO SCALE

9

dish
wireless.

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COC# 0228-11
www.fullerton.com



IF A VALIDATION OR REVISED SET FORMS
ARE USED, THE USER SHALL BE RESPONSIBLE FOR
OBTAINING THE LATEST REVISIONS OF THE DOCUMENT.

DRAWN BY	CHECKED BY	APPROVED BY
LA	DS	DS
RFDS REV #	3	

PERMITTING DOCUMENTS

REV	DATE	DESCRIPTION
1	04/24/2021	ISSUED FOR PERMITTING
2	04/24/2021	ISSUED FOR PERMITTING
3	04/24/2021	ISSUED FOR PERMITTING

AME PROJECT NUMBER

2021.0030.0145

DISH WIRELESS, LLC

PROJECT INFORMATION

MWMKED0117B

500 RIVERVIEW AVE.

WAUKESHA, WI 53188

SHEET TITLE

GROUNDING DETAILS

SHEET NUMBER

G-3

HYBRID/ISOCRET CABLES													
3/4" TAPE WIDTHS WITH 3/4" SPACING													
LOW-BAND RISE (500 MHz TO 800MHz) + (800 MHz TO 1200 MHz) + (1200 MHz TO 1800 MHz) - OPTIONAL PER MARKET AND FREQUENCY COLOR TO SECTOR BAND (COLORS WILL USE YELLOW BAND)													
PORT 1	PORT 2	PORT 3	PORT 4	PORT 1	PORT 2	PORT 3	PORT 4	PORT 1	PORT 2	PORT 3	PORT 4	PORT 1	PORT 2
ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE
MID-BAND RISE (400 MHz TO 800MHz) AND FREQUENCY COLOR TO SECTOR BAND (COLORS WILL USE YELLOW BANDS)													
PORT 1	PORT 2	PORT 3	PORT 4	PORT 1	PORT 2	PORT 3	PORT 4	PORT 1	PORT 2	PORT 3	PORT 4	PORT 1	PORT 2
ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE
HYBRID/ISOCRET CABLES ALL SECTORS MUST BE SUPPORTED ALONG WITH FREQUENCY BANDS EXAMPLE 1 - HYBRID, OR ISOCRET, SUPPORTS BOTH LOW-BANDS AND MID-BANDS EXAMPLE 2 - HYBRID, OR ISOCRET, SUPPORTS ONLY ONE, ALL SECTORS EXAMPLE 3 - HALF COAX WITH COAXIAL MOUNTED RISE													
EXAMPLE 1	EXAMPLE 2	EXAMPLE 3	EXAMPLE 3	EXAMPLE 3	EXAMPLE 3	EXAMPLE 3	EXAMPLE 3	EXAMPLE 3	EXAMPLE 3	EXAMPLE 3	EXAMPLE 3	EXAMPLE 3	EXAMPLE 3
ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE
FIBER JUMPERS TO RISE LOW-BAND RISE FIBER CABLES HAVE SECTOR STRIPS ONLY.													
LOW BAND RISE	MID BAND RISE	LOW BAND RISE	MID BAND RISE	LOW BAND RISE	MID BAND RISE	LOW BAND RISE	MID BAND RISE	LOW BAND RISE	MID BAND RISE	LOW BAND RISE	MID BAND RISE	LOW BAND RISE	MID BAND RISE
ORANGE	PURPLE	ORANGE	PURPLE	ORANGE	PURPLE	ORANGE	PURPLE	ORANGE	PURPLE	ORANGE	PURPLE	ORANGE	PURPLE
POWER CABLES TO RISE LOW-BAND RISE POWER CABLES HAVE SECTOR STRIPS ONLY.													
LOW BAND RISE	MID BAND RISE	LOW BAND RISE	MID BAND RISE	LOW BAND RISE	MID BAND RISE	LOW BAND RISE	MID BAND RISE	LOW BAND RISE	MID BAND RISE	LOW BAND RISE	MID BAND RISE	LOW BAND RISE	MID BAND RISE
ORANGE	PURPLE	ORANGE	PURPLE	ORANGE	PURPLE	ORANGE	PURPLE	ORANGE	PURPLE	ORANGE	PURPLE	ORANGE	PURPLE
RET MOTORS AT ANTENNAS RET CONTROL IS HANDLED BY THE MID-BAND RISE WHEN ONE SET OF RET PINS IS ON OR ANTENNA. SEPARATE RET CABLES ARE USED WHEN ANTENNA PINS PROVIDE TRIPPS FOR BOTH LOW AND MID BANDS.													
ANTENNA	ANTENNA	ANTENNA	ANTENNA	ANTENNA	ANTENNA	ANTENNA	ANTENNA	ANTENNA	ANTENNA	ANTENNA	ANTENNA	ANTENNA	ANTENNA
MID BAND	LOW BAND	MID BAND	LOW BAND	MID BAND	LOW BAND	MID BAND	LOW BAND	MID BAND	LOW BAND	MID BAND	LOW BAND	MID BAND	LOW BAND
PURPLE	ORANGE	PURPLE	ORANGE	PURPLE	ORANGE	PURPLE	ORANGE	PURPLE	ORANGE	PURPLE	ORANGE	PURPLE	ORANGE
MICROWAVE RADIO LINKS LINKS WILL HAVE A 1/2-2 DICK WHITE STRIP WITH THE WHITE COLOR OVERLAP IN THE MIDDLE. ADDITIONAL SECTOR COLOR BANDS FOR EACH ADDITIONAL MW RADIO. MICROWAVE CABLES WILL REQUIRE 6-TOUCH LABELS INSTEAD OF THE CURRENT 2 TO IDENTIFY THE LOCAL AND REMOTE SITE #s.													
FORWARD AZIMUTH OF 0-180 DEGREES	FORWARD AZIMUTH OF 180-210 DEGREES	FORWARD AZIMUTH OF 210-300 DEGREES	FORWARD AZIMUTH OF 0-180 DEGREES	FORWARD AZIMUTH OF 180-210 DEGREES	FORWARD AZIMUTH OF 210-300 DEGREES	FORWARD AZIMUTH OF 0-180 DEGREES	FORWARD AZIMUTH OF 180-210 DEGREES	FORWARD AZIMUTH OF 210-300 DEGREES	FORWARD AZIMUTH OF 0-180 DEGREES	FORWARD AZIMUTH OF 180-210 DEGREES	FORWARD AZIMUTH OF 210-300 DEGREES	FORWARD AZIMUTH OF 0-180 DEGREES	FORWARD AZIMUTH OF 180-210 DEGREES
WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE
ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE
ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE
ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE

RF CABLE COLOR CODES

NO SCALE

1

NOT USED

NO SCALE

4

LOW BANDS (475-600)
OPTIONAL - (400)

ORANGE

MID BANDS (600-800)

ORANGE

ORANGE TECH
(3 WTS)

YELLOW

NEGATIVE SLANT PORT
ON ANTENNA

WHITE

ALPHA SECTOR

BETA SECTOR

GAAMA SECTOR

ORANGE

ORANGE

ORANGE

COLOR IDENTIFIER

NO SCALE

2

NOT USED

NO SCALE

3



3701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



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COMM: 388-1111
www.Fullerton.com



IF A SECTOR IS AN ISOCRET FORM,
USE A YELLOW STRIP AS THE CENTER
OF A YELLOW FREQUENCY BAND
BY AFTER THE ISOCRET.

DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____
LA: _____ DZ: _____ DS: _____

RF03 REV A J

PERMITTING DOCUMENTS

REV	DATE	DESCRIPTION
1	04/20/06	ISSUED FOR PERMITS
2	04/20/06	ISSUED FOR PERMITS
3	04/20/06	ISSUED FOR PERMITS
4	04/20/06	ISSUED FOR PERMITS

AME PROJECT NUMBER:
2021.0030.0145

DISH WIRELESS, LLC
PROJECT INFORMATION
MWMK00117B
500 RIVERVIEW AVE.
WAUKESHA, WI 53188

SHEET TITLE
RF
CABLE COLOR CODE
SHEET NUMBER
RF-1



8701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

Fullerton
DESIGN DEVELOP CONSTRUCT

1100 E WOODFIELD ROAD, SUITE 500
SCARLETT, ILLINOIS 61877
TEL: 847-608-5100
COSH 5028-11
www.fullerton.com



IF IN A MANNER OF LAW OR ANY FEDERAL, STATE OR LOCAL AGENCY SHOULD BE CONTACTED FOR A LICENSE, PERMIT, DECREE, OR OTHER REGULATION.

DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____

LA: _____ DZ: _____ DS: _____

RDR REV # _____ 3

PERMITTING DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
A	04/04/2006	ISSUE FOR REVIEW
B	04/10/2006	ISSUE FOR PERMITTING
T	05/07/2006	ISSUE WITHIN EXPIRATION DATE
E	05/15/06	ISSUE AND NUMBER

ARE PROJECT NUMBER
2021.0030.0145

DISH WIRELESS, LLC
PROJECT INFORMATION
MWMK00117B
500 RIVERVIEW AVE.
WAUKESHA, WI 53188

SHEET TITLE
RF SIGNAGE

SHEET NUMBER
GN-2

INFORMATION

This is an access point to an area with transmitting antennas.

Obey all signs and barriers beyond this point.
Call the DISH Wireless L.L.C. NOC at 1-866-624-6874

Site ID: _____

THIS SIGN IS FOR REFERENCE PURPOSES ONLY.

SIGN TYPES		
TYPE	COLOR	COLOR CODE PURPOSE
INFORMATION	GREEN	"PROHIBITIONAL SIGN" TO NOTIFY OTHERS OF SITE OPERATIONS & CONTACT NUMBER AND POTENTIAL OF EXPOSURE. "NOTICE BEYOND THIS POINT" OF FIELDS BEYOND THIS POINT MAY EXCEED THE FCC GENERAL PUBLIC EXPOSURE LIMIT. ONLY ALL POSTED SIGNS AND SITE GUIDELINES FOR WORKING IN RF ENVIRONMENTS IN ACCORDANCE WITH FEDERAL COMMUNICATIONS COMMISSION RULES ON RADIO FREQUENCY EMISSIONS 47 CFR-1.1307(N).
NOTICE	BLUE	"NOTICE BEYOND THIS POINT" OF FIELDS BEYOND THIS POINT MAY EXCEED THE FCC GENERAL PUBLIC EXPOSURE LIMIT. ONLY ALL POSTED SIGNS AND SITE GUIDELINES FOR WORKING IN RF ENVIRONMENTS IN ACCORDANCE WITH FEDERAL COMMUNICATIONS COMMISSION RULES ON RADIO FREQUENCY EMISSIONS 47 CFR-1.1307(N).
CAUTION	YELLOW	"WARNING BEYOND THIS POINT" OF FIELDS AT THIS SITE EXCEED FCC RULES FOR HUMAN EXPOSURE. FAILURE TO OBEY ALL POSTED SIGNS AND SITE GUIDELINES FOR WORKING IN RF ENVIRONMENTS COULD RESULT IN EXCESSIVE EXPOSURE IN ACCORDANCE WITH FEDERAL COMMUNICATIONS COMMISSION RULES ON RADIO FREQUENCY EMISSIONS 47 CFR-1.1307(N).
WARNING	ORANGE/RED	"WARNING BEYOND THIS POINT" OF FIELDS AT THIS SITE EXCEED FCC RULES FOR HUMAN EXPOSURE. FAILURE TO OBEY ALL POSTED SIGNS AND SITE GUIDELINES FOR WORKING IN RF ENVIRONMENTS COULD RESULT IN EXCESSIVE EXPOSURE IN ACCORDANCE WITH FEDERAL COMMUNICATIONS COMMISSION RULES ON RADIO FREQUENCY EMISSIONS 47 CFR-1.1307(N).

SIGN PLACEMENT:

- IF SIGNAGE PLACEMENT SHALL FOLLOW THE RECOMMENDATIONS OF AN EXISTING EME REPORT, CREATED BY A THIRD PARTY PREVIOUSLY AUTHORIZED BY DISH WIRELESS L.L.C.
- INFORMATION SIGN (GREEN) SHALL BE LOCATED ON EXISTING DISH WIRELESS L.L.C. EQUIPMENT CABINET.
IF THE INFORMATION SIGN IS A SIGN, IT SHALL BE PLACED ON EXISTING DISH WIRELESS L.L.C. EQUIPMENT CABINET.
IF THE INFORMATION SIGN IS A METAL SIGN IT SHALL BE PLACED ON EXISTING DISH WIRELESS L.L.C. SIGN WITH A RESISTE ATTACH METHOD.
- IF THE REPORT IS NOT AVAILABLE AT THE TIME OF CREATION OF CONSTRUCTION DOCUMENTS, PLEASE CONTACT DISH WIRELESS L.L.C. CONSTRUCTION MANAGER FOR FURTHER INSTRUCTION ON HOW TO PROCEED.

NOTES:

1. FOR DISH WIRELESS L.L.C. LOGO, SEE DISH WIRELESS L.L.C. DESIGN SPECIFICATIONS (PROVIDED BY DISH WIRELESS L.L.C.)
2. SITE ID SHALL BE APPLIED TO SIGNS USING "LASER ENGRAVING" OR ANY OTHER WEATHER RESISTANT METHOD (DISH WIRELESS L.L.C. APPROVAL REQUIRED)
3. TEXT FOR SIGNAGE SHALL INDICATE CORRECT SITE NAME AND NUMBER AS PER DISH WIRELESS L.L.C. CONSTRUCTION MANAGER RECOMMENDATIONS.
4. CABINET/WEATHER MOUNTING APPLICATION REQUIRES ANOTHER PLATE APPLIED TO THE FACE OF THE CABINET WITH WATER PROOF POLYURETHANE ADHESIVE
5. ALL SIGNS WILL BE SECURED WITH EITHER STAINLESS STEEL ZIP TIES OR STAINLESS STEEL TIEH SCREWS
6. ALL SIGNS TO BE 0.5"X11" AND MADE WITH 0.5" OF ALUMINUM MATERIAL.

NOTICE



Transmitting Antenna(s)

Radio frequency fields beyond this point MAY EXCEED the FCC Occupational exposure limit.

Obey all posted signs and site guidelines for working in radio frequency environments.

Call the DISH Wireless L.L.C. NOC at 1-866-624-6874 prior to working beyond this point.

Site ID: _____



THIS SIGN IS FOR REFERENCE PURPOSES ONLY.

CAUTION



Transmitting Antenna(s)

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WARNING



Transmitting Antenna(s)

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Site ID: _____



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RF SIGNAGE

SITE ACTIVITY REQUIREMENTS.

1. NOTICE TO PROCEED - NO WORK SHALL COMMENCE PRIOR TO CONTRACTOR RECEIVING A WRITTEN NOTICE TO PROCEED (NTP) AND THE ISSUANCE OF A PURCHASE ORDER. PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT THE DISH WIRELESS, LLC AND TOWER OWNER, NOD & THE DISH WIRELESS, LLC AND TOWER OWNER CONSTRUCTION MANAGERS.
2. "LOOK UP" - DISH WIRELESS, LLC AND TOWER OWNER SAFETY CLIMB REQUIREMENTS:
THE INTEGRITY OF THE SAFETY CLIMB AND ALL COMPONENTS OF THE CLIMBING FACILITY SHALL BE CONSIDERED DURING ALL STAGES OF DESIGN, INSTALLATION, AND INSPECTION. TOWER MODIFICATION, MOUNT REINFORCEMENTS, AND/OR EQUIPMENT INSTALLATIONS SHALL NOT COMPROMISE THE INTEGRITY OR FUNCTIONAL USE OF THE SAFETY CLIMB OR ANY COMPONENTS OF THE CLIMBING FACILITY ON THE STRUCTURE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: PENING OF THE WIRE ROPE, SEIZING OF THE WIRE ROPE FROM ITS SUPPORTS, EXCESS CONTACT OR CLOSE PROXIMITY TO THE WIRE ROPE WHICH MAY CAUSE FRICTIONAL WEAR, IMPACT TO THE ANCHORAGE POINTS IN ANY WAY, OR TO IMPIDE/BLOCK ITS INTENDED USE. ANY COMPROMISED SAFETY CLIMB, INCLUDING EXISTING CONDITIONS MUST BE TAGGED OUT AND REPORTED TO YOUR DISH WIRELESS, LLC AND DISH WIRELESS, LLC AND TOWER OWNER POC OR CALL THE NOD TO GENERATE A SAFETY CLIMB MAINTENANCE AND CONTRACTOR NOTICE TICKET.
3. PRIOR TO THE START OF CONSTRUCTION, ALL REQUIRED JURISDICTIONAL PERMITS SHALL BE OBTAINED. THIS INCLUDES, BUT IS NOT LIMITED TO, BUILDING, ELECTRICAL, MECHANICAL, FIRE, FLOOD ZONE, ENVIRONMENTAL, AND ZONING. AFTER ON-SITE ACTIVITIES AND CONSTRUCTION ARE COMPLETED, ALL REQUIRED PERMITS SHALL BE SATISFIED AND CLOSED OUT ACCORDING TO LOCAL JURISDICTIONAL REQUIREMENTS.
4. ALL CONSTRUCTION MEANS AND METHODS INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, RIGGING PLANS, CLIMBING PLANS, AND RESCUE PLANS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR RESPONSIBLE FOR THE EXECUTION OF THE WORK CONTAINED HEREIN, AND SHALL MEET ANSI/ASSE A10.48 (LATEST EDITION), FEDERAL, STATE, AND LOCAL REGULATIONS, AND ANY APPLICABLE INDUSTRY CONSENSUS STANDARDS RELATED TO THE CONSTRUCTION ACTIVITIES BEING PERFORMED. ALL RIGGING PLANS SHALL ADHERE TO ANSI/ASSE A10.48 (LATEST EDITION) AND DISH WIRELESS, LLC AND TOWER OWNER STANDARDS, INCLUDING THE REQUIRED INVOLVEMENT OF A QUALIFIED ENGINEER FOR CLASS IV CONSTRUCTION, TO CERTIFY THE SUPPORTING STRUCTURES IN ACCORDANCE WITH ANSI/RIA-322 (LATEST EDITION).
5. ALL SITE WORK TO COMPLY WITH DISH WIRELESS, LLC AND TOWER OWNER INSTALLATION STANDARDS FOR CONSTRUCTION ACTIVITIES ON DISH WIRELESS, LLC AND TOWER OWNER TOWER SITE AND LATEST VERSION OF ANSI/RIA-1016-A-2012 "STANDARD FOR INSTALLATION, ALTERATION, AND MAINTENANCE OF ANTENNA SUPPORTING STRUCTURES AND ANTENNAS."
6. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY DISH WIRELESS, LLC AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES INCLUDING PRIVATE LOCATES SERVICES PRIOR TO THE START OF CONSTRUCTION.
10. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO: A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING AND EXCAVATION E) CONSTRUCTION SAFETY PROCEDURES.
11. ALL SITE WORK SHALL BE AS INDICATED ON THE STAMPED CONSTRUCTION DRAWINGS AND DISH PROJECT SPECIFICATIONS, LATEST APPROVED REVISION.
12. CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATING WASTE MATERIAL, DEBRIS, AND TRASH AT THE COMPLETION OF THE WORK. IF NECESSARY, RUBBER STAMPS, DEBRIS, STICKS, STRIPS AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
13. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF DISH WIRELESS, LLC AND TOWER OWNER, AND/OR LOCAL UTILITIES.
14. THE CONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE REQUIRED BY LOCAL JURISDICTION AND SIGNAGE REQUIRED ON INDIVIDUAL PIECES OF EQUIPMENT, ROOMS, AND SHELTERS.
15. THE SITE SHALL BE GRANED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE CARRIER'S EQUIPMENT AND TOWER AREAS.
16. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
17. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED ON THE CONSTRUCTION DRAWINGS AND/OR PROJECT SPECIFICATIONS.
18. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL REGULATIONS FOR EROSION AND SEDIMENT CONTROL.
19. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
20. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS AND RADIOS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
21. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.
22. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT

BE PLACED IN ANY FILL OR EMBANKMENT.

GENERAL NOTES.

1. FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR: GENERAL CONTRACTOR RESPONSIBLE FOR CONSTRUCTION
CARRIER: DISH WIRELESS, LLC
TOWER OWNER: SEE T-1 FOR TOWER OWNER INFO

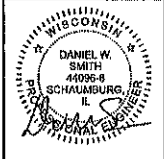
2. THESE DRAWINGS HAVE BEEN PREPARED USING STANDARDS OF PROFESSIONAL CARE AND COMPLETENESS NORMALLY EXPRESSED UNDER SIMILAR CIRCUMSTANCES BY REPUTABLE ENGINEERS IN THIS OR SIMILAR LOCALITIES. IT IS ASSUMED THAT THE WORK DEPICTED WILL BE PERFORMED BY AN EXPERIENCED CONTRACTOR AND/OR WORKPEOPLE WHO HAVE A WORKING KNOWLEDGE OF THE APPLICABLE CODE STANDARDS AND REQUIREMENTS AND OF INDUSTRY ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEMENT IS (OR CAN BE) EXPLICITLY SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR MISCELLANEOUS WORK NOT EXPLICITLY SHOWN.
3. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY FOR PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, FORMWORK, BRIDGING, ETC. SITE VISITS BY THE ENGINEER OR HIS REPRESENTATIVE WILL NOT INCLUDE INSPECTION OF THESE ITEMS AND IS FOR STRUCTURAL OBSERVATION OF THE FINISHED STRUCTURE ONLY.
4. NOTES AND DETAILS IN THE CONSTRUCTION DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL NOTES, AND SPECIFICATIONS, THE GREATER, MORE STRICT REQUIREMENTS, SHALL GOVERN. IF FURTHER CLARIFICATION IS REQUIRED CONTACT THE ENGINEER OF RECORD.
5. SUBSTANTIAL EFFORT HAS BEEN MADE TO PROVIDE ACCURATE DIMENSIONS AND MEASUREMENTS ON THE DRAWINGS TO ASSIST IN THE FABRICATION AND/OR PLACEMENT OF CONSTRUCTION ELEMENTS BUT IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE DIMENSIONS, MEASUREMENTS, AND/OR CLEARANCES SHOWN IN THE CONSTRUCTION DRAWINGS PRIOR TO FABRICATION OR CUTTING OF ANY NEW OR EXISTING CONSTRUCTION ELEMENTS. IF IT IS DETERMINED THAT THERE ARE DISCREPANCIES AND/OR CONFLICTS WITH THE CONSTRUCTION DRAWINGS THE ENGINEER OF RECORD IS TO BE NOTIFIED AS SOON AS POSSIBLE.
6. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CARRIER POC AND TOWER OWNER.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
9. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
10. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CARRIER AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
11. CONTRACTOR IS TO PERFORM A SITE INVESTIGATION, BEFORE SUBMITTING BIDS, TO DETERMINE THE BEST ROUTING OF ALL CABLES FOR POWER, AND TELECOM AND FOR GROUNDING CABLES AS SHOWN IN THE POWER, TELECOM, AND GROUNDING PLAN DRAWINGS.
12. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF DISH WIRELESS, LLC AND TOWER OWNER.
13. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
14. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.



0701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



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COST: 352411
www.fullerton.com



IT IS A VIOLATION OF LAW FOR ANY PERSON, OTHER THAN THE PROFESSIONAL ENGINEER, TO SEAL OR RESEAL THIS DOCUMENT.

DRAWN BY: CHECKED BY: APPROVED BY:
LA BZ DS

RFD: REV: 3

PERMITTING DOCUMENTS

REV	DATE	DESCRIPTION
1	04/29/2008	ISSUED FOR REVIEW
2	04/29/2008	ISSUED FOR PERMITTING
3	04/29/2008	ISSUED FOR PERMITTING AND

AAE PROJECT NUMBER
2021.0030.0145

DISH WIRELESS, LLC
PROJECT INFORMATION
MWWK001178
500 RIVERVIEW AVE.
WAUKESHA, WI 53188

SHEET TITLE
GENERAL NOTES
SHEET NUMBER
GN-3

CONCRETE FOUNDATIONS AND REINFORCING STEEL

- ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 338, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
- UNLESS NOTED OTHERWISE, SOIL BEARING PRESSURE USED FOR DESIGN OF SLABS AND FOUNDATIONS IS ASSUMED TO BE 1000 psf.
- ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (Yc) OF 3000 psi AT 28 DAYS, UNLESS NOTED OTHERWISE. NO MORE THAN 90 MINUTES SHALL ELAPSE FROM BATCH TIME TO TIME OF PLACEMENT UNLESS APPROVED BY THE ENGINEER OF RECORD. TEMPERATURE OF CONCRETE SHALL NOT EXCEED 90°F AT TIME OF PLACEMENT.
- CONCRETE EXPOSED TO FREEZE-THAW CYCLES SHALL CONTAIN AIR ENTRAINING ADMIXTURES. AMOUNT OF AIR ENTRAINMENT TO BE BASED ON SIZE OF AGGREGATE AND F3 CLASS EXPOSURE (VERY SEVERE). CEMENT USED TO BE TYPE II PORTLAND CEMENT WITH A MAXIMUM WATER-TO-CEMENT RATIO (W/C) OF 0.45.
- ALL STEEL REINFORCING SHALL CONFORM TO ASTM A618. ALL WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A185. ALL SPLICES SHALL BE CLASS "B" TENSION SPLICES, UNLESS NOTED OTHERWISE. ALL HOOKS SHALL BE STANDARD 90 DEGREE HOOKS, UNLESS NOTED OTHERWISE. YIELD STRENGTH (Ys) OF STANDARD DEFORMED BARS ARE AS FOLLOWS:
#4 BARS AND SMALLER 40 ksi
#5 BARS AND LARGER 50 ksi
- THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:
• CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH 3"
• CONCRETE EXPOSED TO EARTH OR WEATHER:
• #5 BARS AND LARGER 2"
• #5 BARS AND SMALLER 1-1/2"
• CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
• SLAB AND WALLS 3/4"
• BEAMS AND COLUMNS 1-1/2"
- A TOOLED EDGE OR A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.

ELECTRICAL INSTALLATION NOTES

- ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES/ORDINANCES.
- CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED AND TRIP HAZARDS ARE ELIMINATED.
- WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.
- ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
- ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.
- ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED. 20,000 AMP MINIMUM. VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ADOPTED CODE PIRE THE GOVERNING JURISDICTION.
- EACH END OF EVERY POWER PHASE CONDUCTION, GROUNDING CONDUCTION, AND TELCO CONDUCTION OR CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (ON BROWN, 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUIVALENT). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC AND OSHA.
- ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH LAMICOID TAGS SHOWING THEIR RATED VOLTAGE, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING AND BRANCH CIRCUIT ID NUMBERS (I.E. PANEL BOARD AND CIRCUIT ID'S).
- PANEL BOARDS (ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.
- THE WRAPS ARE NOT ALLOWED.
- ALL POWER AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE COPPER CONDUCTOR (#14 OR LARGER) WITH TYPE THHN, THHN-2, XHHW, XHHW-2, THN, THN-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
- SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE COPPER CONDUCTOR (#6 OR LARGER) WITH TYPE THHN, THHN-2, XHHW, XHHW-2, THN, THN-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
- POWER AND CONTROL WIRING IN FLEXIBLE CORD SHALL BE MULTI-CONDUCTOR, TYPE SOGW CORD (#14 OR LARGER) UNLESS OTHERWISE SPECIFIED.
- POWER AND CONTROL WIRING FOR USE IN CABLE TRAY SHALL BE MULTI-CONDUCTOR, TYPE CABLE (#14 OR LARGER), WITH TYPE THHN, THHN-2, XHHW, XHHW-2, THN, THN-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
- ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION NOT LESS THAN 75° C (165° F IF AVAILABLE).
- RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANS/IEEE AND NEC.
- ELECTRICAL METALLIC TUBING (EMT), INTERMEDIATE METAL CONDUIT (IMC), OR RIGID METAL CONDUIT (RMC) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.

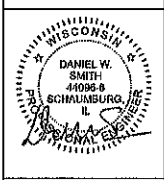
- ELECTRICAL METALLIC TUBING (EMT) OR METAL-CLAD CABLE (MCC) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
- SCHEDULE 40 PVC UNDERGROUND OR STRAIGHTS AND SCHEDULE 80 PVC FOR ALL ELBOWS/90° AND ALL APPROVED ABOVE GRADE PVC CONDUIT.
- LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
- CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
- CABINETS, BOXES AND WIRE WAYS SHALL BE LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANS/IEEE AND THE NEC.
- WIREWAYS SHALL BE METAL WITH AN ENAMEL FINISH AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARDS (HIREMOLD SPECIATE WIREWAY).
- SLOTTED WIRING RACET SHALL BE PVC AND INCLUDE COVER (FINOUT TYPE E OR EQUAL).
- CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON-PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES (I.E. POWDER-ACTUATED) FOR ATTACHING HANGERS TO STRUCTURE WILL NOT BE PERMITTED. CLOSELY FOLLOW THE LINES OF THE STRUCTURE. MAINTAIN CLOSE PROXIMITY TO THE STRUCTURE AND KEEP CONDUITS IN TIGHT ENVELOPES. CHANGES IN DIRECTION TO ROUTE AROUND OBSTACLES SHALL BE MADE WITH CONDUIT OUTLET BODIES. CONDUIT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER, PARALLEL AND PERPENDICULAR TO STRUCTURE, WALL AND CEILING LINES. ALL CONDUIT SHALL BE TIGHT TO CLEAR OBSTRUCTIONS. ENDS OF CONDUITS SHALL BE TEMPORARILY CAPPED FLUSH TO FINISH GRADE TO PREVENT CONCRETE, PLASTER OR DIRT FROM ENTERING. CONDUITS SHALL BE TIGHTLY CLAMPED TO SPODES BY GALVANIZED WALLEABLE IRON BUSHING ON INSIDE AND GALVANIZED WALLEABLE IRON LOCKOUT ON OUTSIDE AND INSIDE.
- EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL. SHALL MEET OR EXCEED UL 50 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND NEMA 3 (OR BETTER) FOR EXTERIOR LOCATIONS.
- METAL RECEPTACLE, SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED OR NON-CORRODING. SHALL MEET OR EXCEED UL 518A AND NEMA OS 1 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
- NONMETALLIC RECEPTACLE, SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2 (NEWEST REVISION) AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
- THE CONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CARRIER AND/OR DISH WIRELESS, LLC, AND TOWER OWNER BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
- THE CONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD LIFE AND PROPERTY.
- INSTALL LANDLOCK LABEL ON THE METER CENTER TO SHOW "DISH WIRELESS, LLC".
- ALL EMPTY/SPARE CONDUITS THAT ARE INSTALLED ARE TO HAVE A METERED MULE TAPE PULL COORD INSTALLED.



0701 SOUTH SANTA FE DRIVE
LITTLTON, CO 80120



HERON DEVELOP CONSTRUCTION
1180 E WOODFIELD ROAD, SUITE 500
SCHUMBERG, ILLINOIS 60173
TEL: 847-709-3400
COMM: 312-1111
www.fullerton.com



DANIEL W. SMITH
#0095-B
SCHUMBERG, IL
Professional Engineer

LET ME ASSIST YOU IN ANY WAY I CAN. MY PHONE, MY FAX, MY E-MAIL, MY VOICEMAIL, MY TEXT MESSAGES, MY WEBSITE. I AM HERE TO HELP YOU. AFTER THE DOCUMENT.

DRAWN BY: [] CHECKED BY: [] APPROVED BY: []
LA DC DS

REVISION # 3

PERMITTING DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
1	04/24/2021	ISSUE FOR REVIEW
2	04/24/2021	ISSUE FOR PERMITTING
3	04/24/2021	ISSUE FOR FINAL REVIEW AND
4	04/24/2021	ISSUE AREA REVIEW

ARE PROJECT NUMBER
2021.0030.0145

DISH WIRELESS, LLC
PROJECT INFORMATION
HWKKEC0117B
500 RIVERSHAW AVE.
WAUKESHA, WI 53188

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-4

GROUNDING NOTES:

1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER SYSTEMS) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE CONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODE SYSTEMS, THE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TESTING RESULTS.
4. METAL CONDUIT AND TRAY SHALL BE GROUNDING AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 COPPER WIRE OR APPROVED GROUNDING TYPE CONDUIT CLAMPS.
5. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BVS EQUIPMENT.
6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, #8 STRANDED COPPER OR LARGER FOR INDOOR BTS; #2 BARE SOLID TINNED COPPER FOR OUTDOOR BTS.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED BACK TO BACK CONNECTIONS ON OPPOSITE SIDE OF THE GROUND BUS ARE PERMITTED.
8. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE #2 SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.
11. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
12. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRIMPS.
13. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.
14. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.
15. APPROVED ANTI-OXIDANT COATINGS (I.E. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
16. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
17. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
18. BOND ALL METALLIC OBJECTS WITHIN 6 FT. OF MAIN GROUND RING WITH (1) #2 BARE SOLID TINNED COPPER GROUND CONDUCTOR.
19. GROUND CONDUCTORS USED FOR THE FACILITY GROUNDING AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS. WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON-METALLIC MATERIAL, SUCH AS PVC CONDUIT SHALL BE USED, WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (I.E. NON-METALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
20. ALL GROUNDS THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 BARE SOLID TINNED COPPER IN 3/4" NON-METALLIC FLEXIBLE CONDUIT FROM 24" BELOW GRADE TO WITHIN 3" TO 8" OF GAD-WELD TERMINATION POINT, THE EXPOSED END OF THE CONDUIT MUST BE SEALED WITH SILICONE CALK. (ADD TRANSITIONING GROUND STANDARD DETAIL, AS WELL).
21. BUILDINGS WHERE THE MAIN GROUNDING CONDUCTORS ARE REQUIRED TO BE ROUTED TO GRADE, THE CONTRACTOR SHALL ROUTE TWO GROUNDING CONDUCTORS FROM THE ROOFTOP, TOWERS AND WATER TOWERS GROUNDING RING, TO THE EXISTING GROUNDING SYSTEM, THE GROUNDING CONDUCTORS SHALL NOT BE SMALLER THAN 2/0 COPPER. ROOFTOP GROUNDING RING SHALL BE BONDED TO THE EXISTING GROUNDING SYSTEM, THE BUILDING STEEL COLUMNS, LIGHTNING PROTECTION SYSTEM, AND BUILDING MAIN WATER LINE (FERROUS OR NON-FERROUS METAL PIPING ONLY), DO NOT ATTACH GROUNDING TO FIRE SPRINKLER SYSTEM PIPING.



8701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



1100 E WOODFIELD ROAD, SUITE 500
SCHLAUSBURG, ILLINOIS 60175
TEL: 947-908-8100
COWI 325341
www.fullerton.com



LET IT BE KNOWN THAT I, DANIEL W. SMITH, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF WISCONSIN AND THAT I AM THE DESIGNER OF THE ABOVE DOCUMENT.

DRAWN BY	CHECKED BY	APPROVED BY
LA	OZ	DS

REFS REV # 3

PERMITTING DOCUMENTS

REV	DATE	DESCRIPTION
1	04/17/2021	ISSUE FOR BIDDING
2	04/17/2021	ISSUE FOR PERMITTING
3	04/17/2021	PERMITS ISSUED

ARE PROJECT NUMBER
2021-0030-0145

DEW WIRELESS, LLC
PROJECT INFORMATION
MWMKE00117B
500 RIVERVIEW AVE.
WAUKESHA, WI 53188

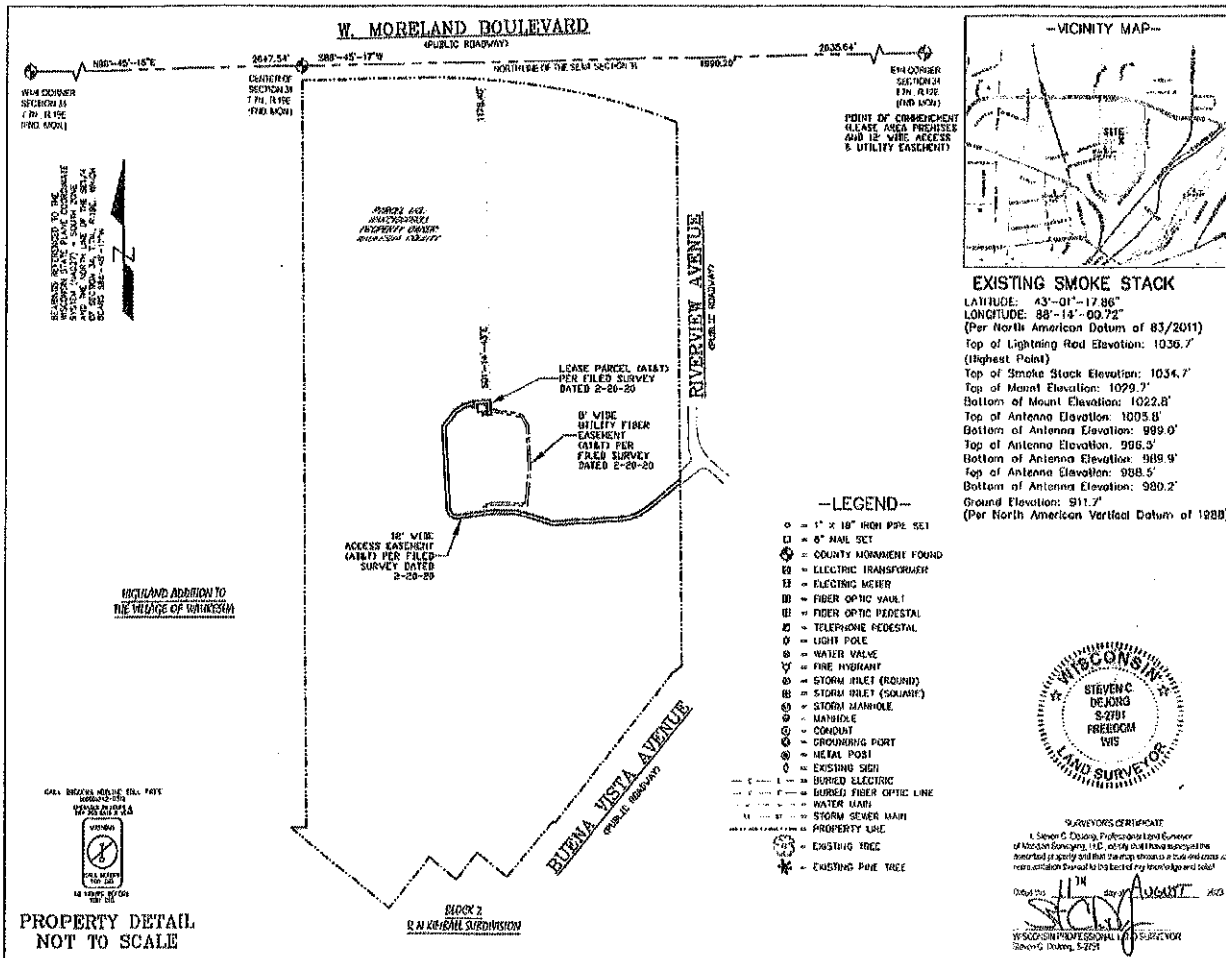
SHEET TYPE
GENERAL NOTES
SHEET NUMBER
GN-5

LESSEE SITE NAME: HHS SMOKESTACK
Site Number: MWMKE00117B
Market: Waukesha, WI

Exhibit C

SURVEY

[On following pages]



SURVEYED FOR:
FULLERTON
 ENGINEERING DESIGN
 1100 E WOODFIELD ROAD, SUITE 500
 SCHAUMBURG, ILLINOIS 60173
 TEL: 630-208-9100
 CO#013670-11
 www.FullertonEngineering.com

SURVEYED FOR:
dish
 Wireless.
 OFFICE: (720) 514-5351
 E-MAIL: NEWS@DISH.COM

MERIDIAN
 SURVEYING, LLC
 19637 Fremont Drive Office: 262-283-0889
 Waukesha, WI 53190 Fax: 262-273-8937

SITE NAME:
 MWMK0017B

SITE NUMBER:
 03

SITE ADDRESS:
 500 RIVERVIEW AVE.
 WAUKESHA, WI 53188

PROPERTY OWNER:
 WAUKESHA COUNTY
 1320 PEWAUKEE RD.
 WAUKESHA, WI 53188

PARCEL NO.: WAKCD00985

ZONED: MUNICIPAL

DEED REFERENCE: DOCUMENT NO 834165

LEASE EXHIBIT
 FOR
DISH WIRELESS
 BEING A PART OF THE SE1/4, SECTION
 34, T.7N., R.19E., CITY OF WAUKESHA,
 WAUKESHA COUNTY, WISCONSIN

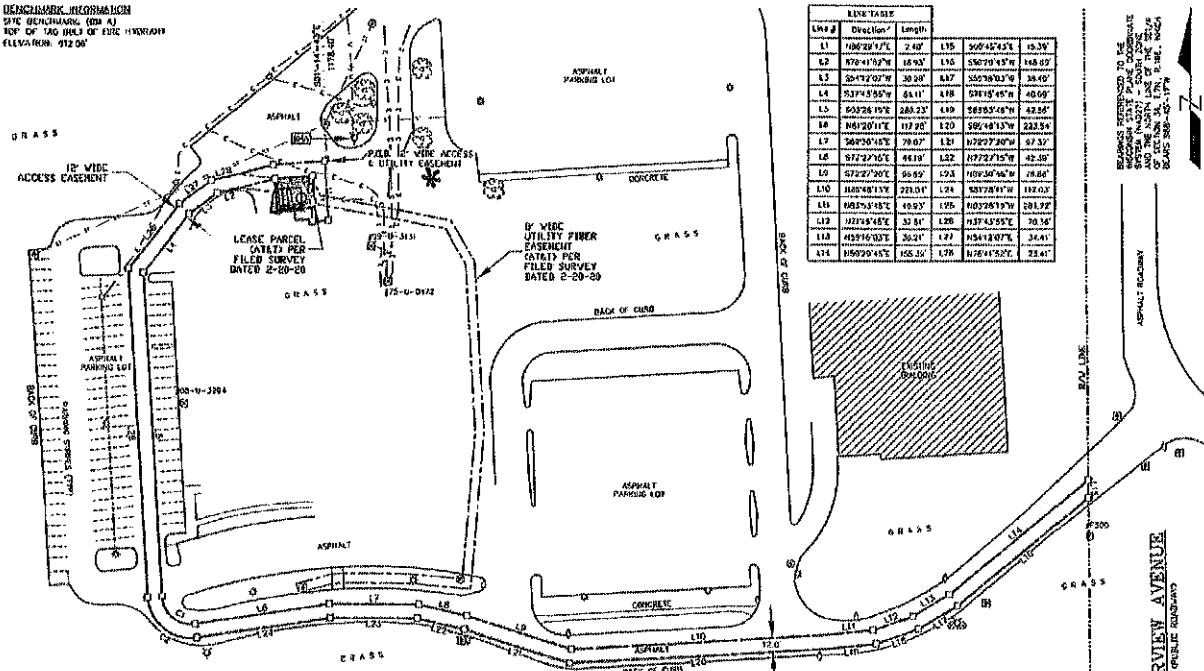
NO.	DATE	DESCRIPTION	BY
2	6/7/21	ASBIS LETTER & EXHIBIT	HR
1	4/1/23	TRIPINITY SURVEY	JG

BRAND NO: J.E. FIELD WORK DATE: 6-11-23

CHECKED BY: C.A.N. FIELD BOOK: W-54 PG 45

JOB NO: 14485 SHEET 1 OF 3

BENCHMARK INFORMATION
 BENCH MARK (BM A)
 TOP OF 1/4" DIA. OF IRON HORNS
 ELEVATION: 912.00'



LINE #	Direction	Length
1.1	N06°20'17"E	2.40'
1.2	S76°41'57"W	16.92'
1.3	S5°42'02"W	20.20'
1.4	S37°43'55"W	21.11'
1.5	S02°26'10"E	280.23'
1.6	N48°20'11"E	117.95'
1.7	S48°30'45"E	79.07'
1.8	S72°27'50"E	55.89'
1.9	N05°48'13"E	221.04'
1.10	N05°53'43"E	49.97'
1.11	N27°18'43"E	37.81'
1.12	N57°16'30"E	35.21'
1.13	N09°20'45"E	155.37'
1.14	N06°20'17"E	2.40'
1.15	S06°42'43"E	15.39'
1.16	S50°20'43"W	145.87'
1.17	S50°20'43"W	28.40'
1.18	S37°18'45"W	40.09'
1.19	S02°26'10"E	58.85'
1.20	S48°18'13"W	222.54'
1.21	N72°27'30"W	67.37'
1.22	N72°27'15"W	42.38'
1.23	N09°34'54"W	18.66'
1.24	N37°28'44"W	192.03'
1.25	N05°26'18"W	281.72'
1.26	N37°43'55"E	70.36'
1.27	N54°12'07"E	34.61'
1.28	N76°41'52"E	22.47'

Curve #	Radius	Length	Delta	Chord
C1	25.50'	42.45'	60°00'00"	45.057197'E
C2	37.50'	62.34'	60°00'00"	45.057197'W



- LEGEND -**
- ⊙ 1" x 1/8" IRON PIPE SET
 - ⊙ 6" NAIL SET
 - ⊙ QUANTITY INSTRUMENT FOUND
 - ⊙ ELECTRIC TRANSFORMER
 - ⊙ ELECTRIC METER
 - ⊙ FIBER OPTIC VAULT
 - ⊙ FIBER OPTIC PEDESTAL
 - ⊙ TELEPHONE PEDESTAL
 - ⊙ LIGHT POLE
 - ⊙ WATER VALVE
 - ⊙ FIRE HYDRANT
 - ⊙ CHIMNEY (SQUARE)
 - ⊙ STORM DRAIN (SQUARE)
 - ⊙ STORM MANHOLE
 - ⊙ MANHOLE
 - ⊙ POINT
 - ⊙ GROUNDING POINT
 - ⊙ METAL POST
 - ⊙ EXISTING SIGN
 - ⊙ BURIED ELECTRIC
 - ⊙ BURIED FIBER OPTIC LINE
 - ⊙ WATER MAIN
 - ⊙ STORM SEWER MAIN
 - ⊙ PROPERTY LINE
 - ⊙ EXISTING TREE
 - ⊙ EXISTING PINE TREE



DATE: 5/11/23
 DRAWN BY: J.B.
 CHECKED BY: C.A.K.
 PROJECT: 178-O-069

SURVEYED FOR:
FULLERTON
 ENGINEERING DESIGN
 1100 E WOODFIELD ROAD, SUITE 500
 SCHWAUBURG, ILLINOIS 60173
 TEL: 847-368-8100
 CO. # 3670-11
 www.fullerton-engineering.com

SURVEYED FOR:
dish
 wireless.
 OFFICE: (720) 514-8351
 E-MAIL: NEWSDISH.COM

MERIDIAN
 SURVEYING, LLC
 18307 Fitchburg Drive, Office: 920-993-0281
 Rockville, MD 20850, Fax: 920-213-6037

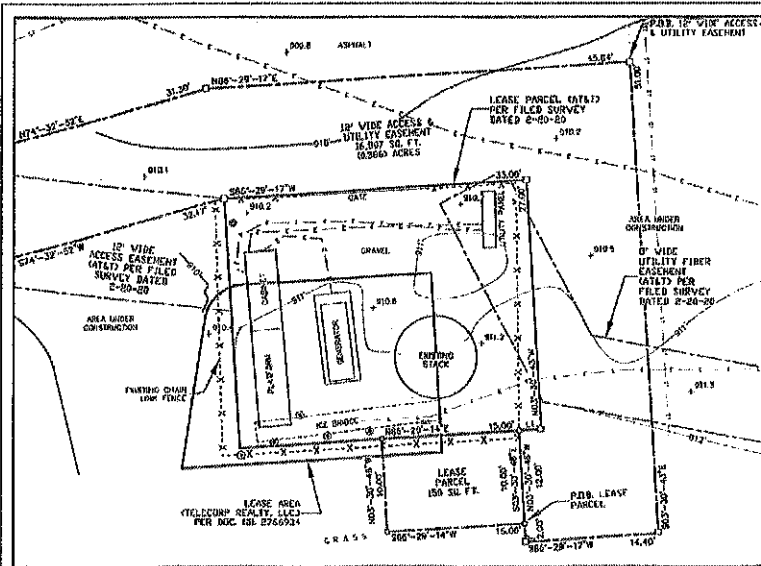
SITE NAME: MWAK00117B
SITE NUMBER: XX
SITE ADDRESS: 800 RIVERVIEW AVE, WAUKESHA, WI 53188

PROPERTY OWNER: WAUKESHA COUNTY, 1320 FENWAUKEE RD, WAUKESHA, WI 53188
PARCEL NO.: WAK0000083
ZONED: RT/UR/INDL
DEED REFERENCE: DOCUMENT NO. 834180

LEASE EXHIBIT
 FOR
DISH WIRELESS
 BEING A PART OF THE SE1/4, SECTION 34, T7N, R.19E, CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

NO.	DATE	DESCRIPTION	BY
1	5/11/23	Added Lease & Easement	J.B.
2	4/11/23	Preliminary Survey	J.B.

FIELD WORK DATE: 5-11-23
 FIELD BOOK NO.: 14-24-19-43
 SHEET 2 OF 3



-LEGEND-

- = 1" x 10" IRON PIPE SET
- = 6" HAN SET
- ⊗ = COUNTY MONUMENT FOUND
- ⊕ = ELECTRIC TRANSFORMER
- ⊖ = ELECTRIC METER
- ⊙ = FIBER OPTIC VAULT
- ⊙ = FIBER OPTIC PEDESTAL
- ⊙ = TELEPHONE PEDESTAL
- ⊙ = LIGHT POLE
- ⊙ = WATER VALVE
- ⊙ = FIRE HYDRANT
- ⊙ = STORM INLET (ROUND)
- ⊙ = STORM INLET (SQUARE)
- ⊙ = STORM MANHOLE
- ⊙ = MANHOLE
- ⊙ = CONDUIT
- ⊙ = GROUNDING POINT
- ⊙ = METAL POST
- ⊙ = EXISTING SIGN
- ⊙ = EXISTING TREE
- — — — — BURIED ELECTRIC
- — — — — BURIED FIBER OPTIC LINE
- — — — — WATER MAIN
- — — — — STORM SEWER MAIN
- — — — — PROPERTY LINE
- ⊙ = EXISTING TIRE
- ⊙ = EXISTING PINE TREE

SURVEY NOTES:

THE LOCATION OF THE EXISTING UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE ONLY IT SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTOR TO VERIFY ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATION SHOWN.

DIGGERS HOTLINE TICKET NO. 20231306125

THIS SURVEY WAS MADE WITH THE AID OF A TITLE REPORT PREPARED BY M.S. TITLE SERVICES AS COMMISSIONER NO. 12511000 AND AN EFFECTIVE DATE OF NOVEMBER 3, 2022. ALL ENCUMBRANCES, IF ANY, ARE PLOTTED AND SHOWN.

THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL. THIS SURVEY REPRESENTS THE LEASE AREA AND EASEMENTS ONLY.

FEMA NOTE:
 ACCORDING TO FEDERAL EMERGENCY AGENCY MAPS, THE EXISTING TELECOMMUNICATIONS SITE IS LOCATED IN ZONE X2, COMMUNITY PANEL NO. 5013200150, DATED NOVEMBER 9, 2004, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. ZONE "X" IS DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE OF 500-YEAR FLOOD PLAIN".

WELAND NOTE:
 THE PRESENCE AND LOCATION OF WELANDS HAS NOT BEEN DETERMINED ON THIS PROPERTY. WELANDS SHOULD ONLY BE DETERMINED BY ACTUAL FIELD DETERMINATION PERFORMED BY A QUALIFIED WELAND SPECIALIST.



LEASE AREA PREMISES
 Being a part of the Southeast Quarter (SE1/4) of Section Thirty-Four (34), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin containing 130 square feet (0.003 acres) of land and being described by:

Commencing at the East Quarter Corner of said Section 34, thence S88°45'17" W 1990.29 feet along the north line of the SE1/4 of said Section 34; thence S01°14'43" E 1172.40 feet; thence S63°30'43" E 11.00 feet; thence S80°29'17" W 14.00 feet; thence N03°30'43" W 2.00 feet to the point of beginning; thence S80°29'17" W 15.00 feet; thence N03°30'43" W 10.00 feet; thence N80°29'17" E 15.00 feet; thence S03°30'46" E 10.00 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

12' WIDE ACCESS & UTILITY EASEMENT
 Being a part of the Southeast Quarter (SE1/4) of Section Thirty-Four (34), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin containing 16,807 square feet (0.385 acres) of land and being described by:

Commencing at the East Quarter Corner of said Section 34, thence S88°45'17" W 1990.29 feet along the north line of the SE1/4 of said Section 34, thence S01°14'43" E 1172.40 feet to the point of beginning; thence S03°30'43" E 51.00 feet; thence S80°29'17" W 14.00 feet; thence N03°30'46" W 12.00 feet; thence N80°29'17" E 2.00 feet; thence N03°30'43" W 27.00 feet; thence S80°29'17" W 33.00 feet; thence S74°32'32" W 31.17 feet; thence S70°41'32" W 18.93 feet; thence S54°12'07" W 30.28 feet; thence S39°43'53" W 51.11 feet; thence S07°26'49" E 210.23 feet; thence S26°00'00" E 42.15 feet along the arc of a curve to the left, having a radius of 23.56 feet and a chord of which bears S50°57'49" E 31.74 feet; thence N81°28'11" E 117.98 feet; thence S89°30'46" E 74.07 feet; thence S77°27'15" E 41.19 feet; thence S72°27'20" E 93.69 feet; thence N80°46'13" E 231.04 feet; thence N83°53'40" E 40.93 feet; thence N77°15'45" E 37.31 feet; thence N59°16'40" E 38.21 feet; thence N50°29'45" E 155.39 feet to a point on the West right-of-way line of River View Avenue; thence S80°13'41" E 15.39 feet along said West right-of-way line; thence S50°29'45" W 116.69 feet; thence S50°46'03" W 38.40 feet; thence S71°43'45" W 40.09 feet; thence S83°53'46" W 42.56 feet; thence S50°46'43" W 223.54 feet; thence N72°27'20" W 97.37 feet; thence N77°27'15" W 42.39 feet; thence N89°30'46" W 76.86 feet; thence S81°28'11" W 117.03 feet; thence Northwesterly 62.78 feet along the arc of a curve to the right, having a radius of 37.56 feet and a chord of which bears N50°57'49" W 55.46 feet; thence N03°24'19" W 281.72 feet; thence N37°43'55" E 70.36 feet; thence N45°12'07" E 34.11 feet; thence N76°41'51" E 23.41 feet; thence N74°25'27" E 31.30 feet; thence N80°29'17" E 15.84 feet to the point of beginning. Being subject to any and all easements and restrictions of record.



SUBJECT TO EASEMENTS
 Survey of Existing Public Utility Easements
 Made by Surveyor Steven C. DeJong, Wisconsin Land Surveyor No. 2799, Frederick, Wisconsin, on August 2, 2023.
 The survey was made in accordance with the provisions of the Wisconsin Statutes, Chapter 199.
 SURVEYOR
 STEVEN C. DEJONG
 2799
 AUGUST 2, 2023
 WISCONSIN PROFESSIONAL LAND SURVEYOR
 FREDERICK, WISCONSIN

SURVEYED FOR:
FULLERTON
 ENGINEERING DESIGN
 1100 E WOODFIELD ROAD, SUITE 500
 WAUKESHA, WISCONSIN 53187
 TEL: 847-988-8400
 COAX 2870 11
 www.fullertonengineering.com

SURVEYED FOR:
dish
 wireless.
 OFFICE: (726) 514-5351
 C-MAIL: NEWSCS@DISH.COM

MERIDIAN
 SURVEYING, LLC
 18637 Fremontville Drive Office: 920-993-0081
 Rockton, IL 60421 Fax: 920-273-0037

SITE NAME:
 MPMK000128
SITE NUMBER:
 XX
SITE ADDRESS:
 500 RIVERVIEW AVE.
 WAUKESHA, WI 53188

PROPERTY OWNER:
 WAUKESHA COUNTY
 1320 PEWAUKEE RD.
 WAUKESHA, WI 53188
PARCEL NO.: WAKC0000983
ZONED: U2/RURAL
DEED REFERENCE: DOCUMENT NO. 634165

LEASE EXHIBIT
 FOR
DISH WIRELESS
 BEING A PART OF THE SE1/4, SECTION
 34, T.7N., R.19E., CITY OF WAUKESHA,
 WAUKESHA COUNTY, WISCONSIN

NO.	DATE	DESCRIPTION	BY
1	8/2/23	Asired Lease & Easement	NR
2	8/13/23	Preliminary Survey	SD

DRANN DR. J.E.L. FIELD BOOK DATE: 4-11-23
 CHECKED BY: C.A.K. FIELD BOOK: 11-24, 117-43
 SHEET NO. 14485 SHEET 3 OF 3

Upon Recording, Return to:

DISH Wireless L.L.C.
Attention: Lease Administration
5701 S. Santa Fe Dr.
Littleton, CO 80120
Re: MWMKE00117B

(Space above for Recorder's Office)

MEMORANDUM OF TOWER AND GROUND SPACE LEASE AGREEMENT

This Memorandum of Tower and Ground Space Lease Agreement made this ____ day of _____, 20__, by and between Waukesha County ("**Landlord**"), having a place of business at 515 W. Moreland Blvd., Waukesha, Wisconsin 53188, and DISH Wireless L.L.C., a Colorado limited liability company ("**Tenant**"), having a place of business at 9601 South Meridian Boulevard, Englewood, Colorado 80112. Tenant and Landlord are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**". This Memorandum is summarized as follows:

1. Tenant and Landlord entered into a Tower and Ground Space Lease Agreement ("**Agreement**") with an effective date of _____, 20__, for the purpose of installation, operation, maintenance, and management of a wireless communications facility. All of the foregoing, in addition to the provisions set forth in the Agreement between the Parties, are incorporated by reference and made a part herein.
2. Landlord, or one of its affiliates, is the owner of a certain portion of real property located at 500 Riverview Ave., Waukesha, County of Waukesha, Wisconsin 53186 being more particularly described in **Exhibit A** attached hereto and made a part herein (the "**Property**").
3. Landlord has leased to Tenant and Tenant has leased from Landlord, space for Tenant's equipment installation on the Property, as described or depicted in **Exhibit B**, attached hereto and made a part herein (the "**Premises**"), that includes certain right of way grants of easements for access and utilities as provided in the Agreement (which may or may not be described or depicted in Exhibit B) which easements are in effect, or may be

acquired, or granted, throughout the term of the Agreement as renewed or extended subject to the terms and conditions as set forth in the Agreement.

4. The Agreement has an initial term of ten (10) years commencing on the earlier of December 1, 2023 or the date Tenant intends to commence installation of equipment (the "**Commencement Date**"). The Agreement will automatically be extended for up to two (2) additional terms of five (5) years each or in any other such manner as prescribed in the Agreement. If all options to renew are exercised, the Agreement will have a term of twenty (20) years from the Commencement Date.
5. Duplicate copies of the originals of the Agreement are in the possession of the Landlord and Tenant at the addresses set forth above and reference should be made thereto for a more detailed description thereof and for resolution of any questions pertaining thereto.
6. It is expressly understood and agreed by all Parties that the sole purpose of this Memorandum of Tower and Ground Space Lease Agreement is to give record notice of the Agreement; it being distinctly understood and agreed that said Agreement constitutes the entire agreement between Landlord and Tenant with respect to the Premises and is hereby incorporated by reference. The Agreement contains and sets forth additional rights, terms, conditions, and obligations not enumerated within this Memorandum which govern the Agreement. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this Memorandum, the terms of the Agreement shall control. The rights and obligations set forth in the Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns.

[Reminder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Tower and Ground Space Lease Agreement as of the day and year first written above.

LANDLORD:
WAUKESHA COUNTY

TENANT:
DISH Wireless L.L.C.

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

LANDLORD'S ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned a Notary Public in _____ and _____ for the county _____ and state aforesaid, personally appeared _____ of Waukesha County to me known to be the identical person who executed the within and foregoing instrument as its _____(title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said Waukesha County for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____
Commission No: _____

(Seal)

TENANT'S ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned a Notary Public in _____ and for the county _____ and state aforesaid, personally appeared _____ of DISH Wireless L.L.C. to me known to be the identical person who executed the within and foregoing instrument as its _____(title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said DISH Wireless L.L.C., for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____
Commission No: _____

(Seal)

EXHIBIT A

Legal Description of the Property

LEASE PARCEL

A part of the Southeast Quarter (SE1/4) of Section Thirty-Four (34), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin containing 891 square feet (0.020 acres) of land and being described by:

Commencing at the East Quarter Corner of said Section 34; thence S88°-45'-17"W 2034.78 feet along the North line of the SE1/4 of said Section 34; thence S01°-14'-43"E 1192.17 feet to the point of beginning; thence N86°-29'-17"E 33.00 feet; thence S03°-30'-43"E 27.00 feet; thence S86°-29'-17"W 33.00 feet; thence N03°-30'-43"W 27.00 feet to the point of beginning; being subject to any and all easements and restrictions of record.

12 FEET WIDE ACCESS EASEMENT

A part of the Southeast Quarter (SE1/4) of Section Thirty-Four (34), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin containing 15,769 square feet (0.362 acres) of land and being described by:

Commencing at the East Quarter Corner of said Section 34; thence S88°-45'-17"W 2034.78 feet along the North line of the SE1/4 of said Section 34; thence S01°-14'-43"E 1192.17 feet to the point of beginning; thence S03°-30'-43"E 12.18 feet; thence N83°-32'-56"W 31.95 feet; thence S76°-41'-52"W 18.93 feet; thence S54°-12'-07"W 30.28 feet; thence S37°-43'-55"W 64.11 feet; thence S03°-26'-19"E 280.23 feet; thence Southeasterly 42.45 feet along the arc of a curve to the left, having a radius of 25.56 feet and a chord of which bears S50°-57'-19"E 37.74 feet; thence N81°-28'-11"E 117.98 feet; thence S89°-30'-46"E 79.07 feet; thence S77°-27'-15"E 44.19 feet; thence S72°-27'-20"E 95.69 feet; thence N86°-46'-13"E 221.04 feet; thence N83°-53'-46"E 40.93 feet; thence N71°-15'-45"E 37.51 feet; thence N59°-16'-03"E 36.21 feet; thence N50°-29'-45"E 155.39 feet to a point on the West right-of-way line of Riverview Avenue; thence S00°-45'-43"E 15.39 feet along said West right of way line; thence S50°-29'-45"W 146.69 feet; thence S59°-16'-03"W 38.40 feet; thence S71°-15'-45"W 40.09 feet; thence S83°-53'-46"W 42.56 feet; thence S86°-46'-13"W 223.54 feet; thence N72°-27'-20"W 97.37 feet; thence N77°-27'-15"W 42.39 feet; thence N89°-30'-46"W 76.86 feet; thence S81°-28'-11"W 117.03 feet; thence Northwesterly 62.38 feet along the arc of a curve to the right, having a radius of 37.56 feet and a chord of which bears N50°-57'-19"W 55.46 feet thence N03°-26'-19"W 284.72 feet; thence N37°-43'-55"E 70.36 feet; thence N54°-12'-07"E 34.41 feet; thence N76°-41'-52"E 23.41 feet; thence S83°-32'-56"E 31.94 feet to the point of beginning; being subject to any and all easements and restrictions of record.

8 FOOT WIDE UTILITY FIBER EASEMENT

A part of the Southeast Quarter (SE1/4) of Section Thirty-Four (34), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin containing 4,857 square feet (0.112 acres) of land and being described by:

Commencing at the East Quarter Corner of said Section 34; thence S88°-45'-17"W 2034.78 feet along the North line of the SE1/4 of said Section 34; thence S01°-14'-43"E 1192.17 feet; thence

SITE ID: MWMKE00117B

MARKET: Milwaukee

AS

Referred on: 11/06/23

File Number: 178-O-069

Referred to: JU-FI

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EXHIBIT A

(Continued)

N86°-29'-17"E 27.07 feet to the point of beginning; thence N62°-12'-46"E 3.11 feet; thence S27°-48'-16"E 20.33 feet; thence S79°-31'-17"E 117.77 feet; thence S30°-43'-38"E 41.14 feet; thence S03°-30'-43"E 148.55 feet; thence S04°-54'-57"W 135.05 feet; thence N85°-05'-03"W 55.36 feet; thence N89°-20'-47"W 57.23 feet; thence S86°-39'-48"W 9.47 feet; thence S75°-08'-15"W 31.23 feet; thence N14°-51'-45"W 8.00 feet; thence N75°-08'-15"E 32.04 feet; thence N86°-39'-48"E 10.56 feet; thence S89°-20'-47"E 57.81 feet; thence S85°-05'-03"E 47.66 feet; thence N04°-54'-57"E 126.46 feet; thence N03°-30'-43"W 146.03 feet; thence N30°-43'-38"W 35.58 feet; thence N79°-31'-17"W 118.02 feet; thence N27°-48'-33"W 24.21 feet; thence N62°-12'-46"E 4.89 feet to the point of beginning; being subject to any and all easements and restrictions of record.

12' WIDE ACCESS & UTILITY EASEMENT

Being a part of the Southeast Quarter (SE 1/4) of Section Thirty-Four (34), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin containing 16,807 square feet (0.386 acres) of land and being described by:

Commencing at the East Quarter Corner of said Section 34; thence S88°-45'-17"W 1990.29 feet along the north line of the SE 1/4 of said Section 34; thence S01°-14'-43"E 1178.40 feet to the point of beginning; thence S03°-30'-43"E 51.00 feet; thence S86°-29'-17"W 14.40 feet; thence N03°-30'-46"W 12.00 feet; thence N86°-29'-17"E 2.40 feet; thence N03°-30'-43"W 27.00 feet; thence S86°-29'-17"W 33.00 feet; thence S74°-32'-52"W 32.17 feet; thence S76°-41'-32"W 18.93 feet; thence S54°-12'-07"W 30.28 feet; thence S37°-43'-55"W 64.11 feet; thence S03°-26'-19"E 280.23 feet; thence Southeasterly 42.45 feet along the arc of a curve to the left, having a radius of 25.56 feet and a chord of which bears S50°-57'-19"E 37.74 feet; thence N81°-28'-11"E 117.98 feet; thence S89°-30'-46"E 79.07 feet; thence S77°-27'-15"E 44.19 feet; thence S72°-27'-20"E 95.69 feet; thence N86°-46'-13"E 221.04 feet; thence N83°-53'-46"E 40.93 feet; thence N71°-15'-45"E 37.51 feet; thence N59°-16'-03"E 36.21 feet; thence N50°-29'-45"E 155.39 feet to a point on the West right-of-way line of Riverview Avenue; thence S00°-45'-43"E 15.39 feet along said West right of way line; thence S50°-29'-45"W 146.69 feet; thence S59°-16'-03"W 38.40 feet; thence S71°-15'-45"W 40.09 feet; thence S83°-53'-46"W 42.56 feet; thence S86°-46'-13"W 223.54 feet; thence N72°-27'-20"W 97.37 feet; thence N77°-27'-15"W 42.39 feet; thence N89°-30'-46"W 76.86 feet; thence S81°-28'-11"W 117.03 feet; thence Northwesterly 62.38 feet along the arc of a curve to the right, having a radius of 37.56 feet and a chord of which bears N50°-57'-19"W 55.46 feet thence N03°-26'-19"W 284.72 feet; thence N37°-43'-55"E 70.36 feet; thence N54°-12'-07"E 34.41 feet; thence N76°-41'-52"E 23.41 feet; thence N74°-32'-52"E 31.30 feet; thence N86°-29'-17"E 45.84 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

SITE ID: MWMKE00117B

MARKET: Milwaukee

AS

Referred on: 11/06/23

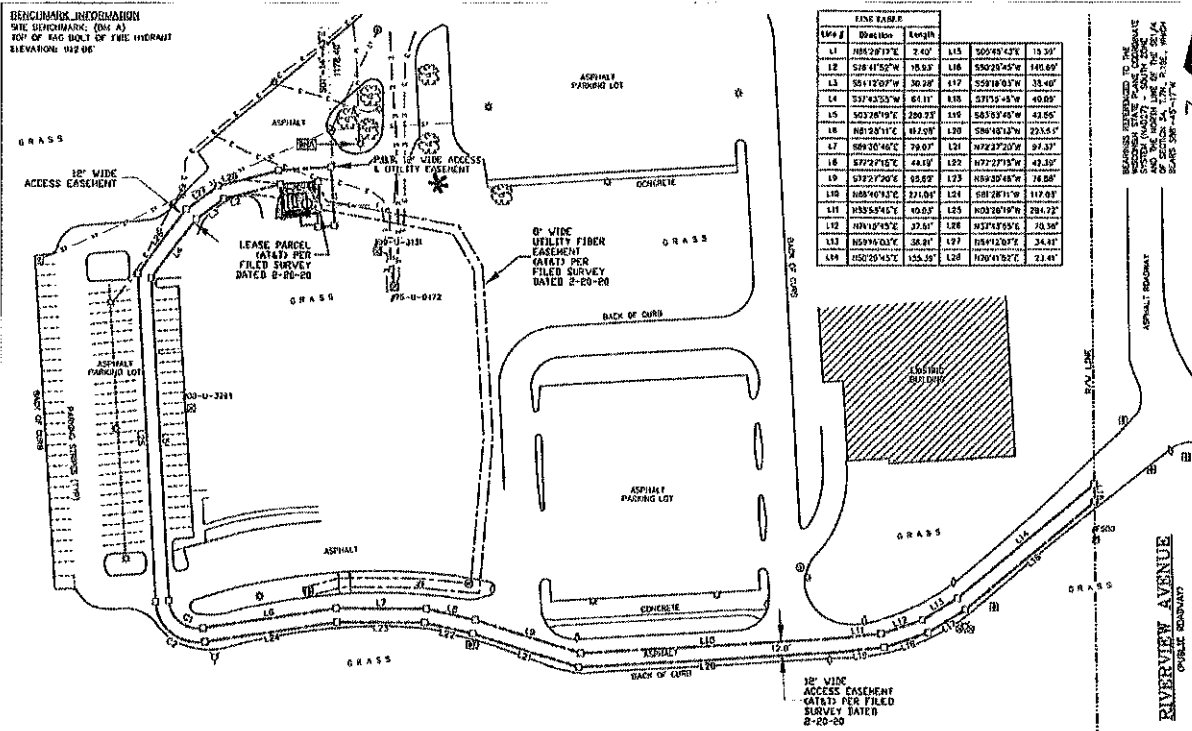
File Number: 178-O-069

Referred to: JU-FI

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EXHIBIT B

The Premises



SITE ID: MWMKE00117B
 MARKET: Milwaukee

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Referred on: 11/06/23

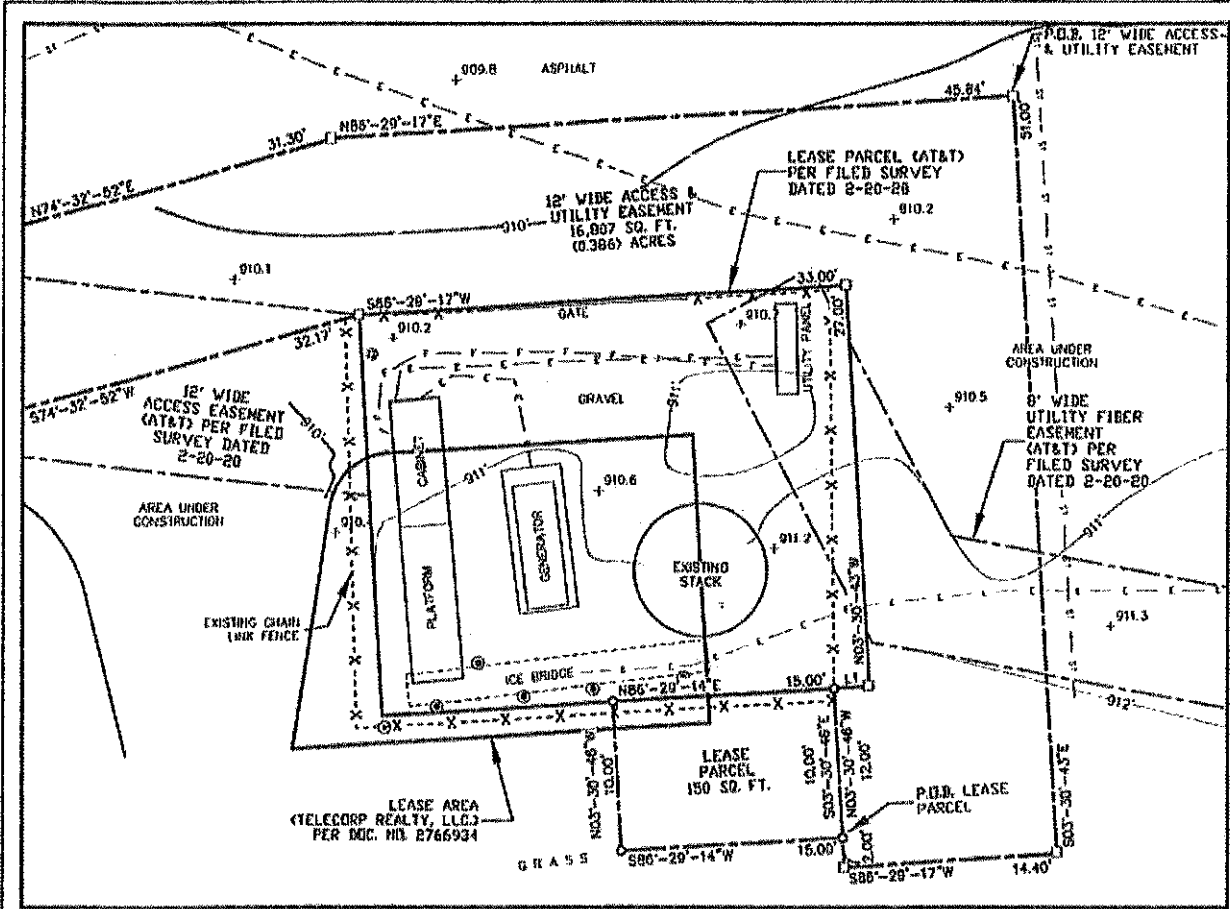
File Number: 178-O-069

Referred to: JU-FI

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EXHIBIT B

(Continued)



SITE ID: MWMKE00117B
MARKET: Milwaukee

AS

Referred on: 11/06/23

File Number: 178-O-069

Referred to: JU-FI

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1 **AUTHORIZE THE WAUKESHA COUNTY SHERIFF’S DEPARTMENT TO CONTINUE**
2 **CONTRACTED MUNICIPAL PATROL SERVICES WITH THE VILLAGE OF MERTON**

3
4 WHEREAS, the Waukesha County Sheriff’s Department has provided municipal patrol services
5 to the Village of Merton since 1998; and

6
7 WHEREAS, the current contract for municipal patrol services with the Village of Merton will
8 expire on December 31, 2023 and it is necessary to enter into a new contract for services to
9 continue; and

10
11 WHEREAS, the Village Board of the Village of Merton and the Waukesha County Sheriff’s
12 Department have arrived at a contractual agreement for the Sheriff’s Department to continue to
13 provide municipal patrol services to the Village of Merton; and

14
15 WHEREAS, the length of the proposed contract is a five-year period and requires the Sheriff’s
16 Department to provide one shift of municipal patrol services, along with necessary equipment,
17 on a rotating schedule consisting of five days on, two days off, followed by four days on, two
18 days off; and

19
20 WHEREAS, the proposed contract includes a contribution from the Village of Merton to pay for
21 two hours of dedicated Waukesha County Sheriff’s Department supervision from the existing
22 captain assigned to the Village of Sussex and the Village of Lisbon; and

23
24 WHEREAS, the proposed contract is a full cost recovery contract and will continue to be
25 calculated based on the Department’s adopted budget, with costs adjusted annually.

26
27 **THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS**
28 that the contract for services on file with the Waukesha County Sheriff’s Department to provide
29 municipal patrol services to the Village of Merton, beginning January 1, 2024 and ending
30 December 31, 2028, is hereby approved and the Waukesha County Sheriff is authorized to
31 execute the contract.

32
33 **BE IT FURTHER ORDAINED** that the County Board authorizes the Sheriff, if needed, to
34 amend the contract for services, subject to the review and approval of Corporation Counsel,
35 regarding the number of hours of dedicated supervision and costs that the Village of Merton is
36 willing to contribute towards, so long as the Village of Merton pays the total dedicated
37 supervision hours and costs identified in the contract.

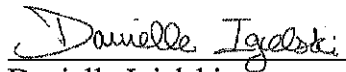
FISCAL NOTE

AUTHORIZE THE WAUKESHA COUNTY SHERIFF'S DEPARTMENT TO CONTINUE
CONTRACTED MUNICIPAL PATROL SERVICES WITH THE VILLAGE OF MERTON

This ordinance authorizes the Waukesha County Sheriff's Department to continue to provide police services to the Village of Merton. The Sheriff's Department has provided municipal patrol coverage to the Village since 1998. The contract will require the County to provide patrol coverage, along with necessary equipment for one rotating shift (about 1.19 full-time equivalents (FTEs), factoring in training, benefit time, etc.) as well as dedicated supervision of two hours per week through a shared supervisor position. In addition, the contract allows for separate charges for all overtime costs incurred from policing functions.

The Village of Merton will pay the County for the base service level in monthly installments based on the annual budgeted costs of supplying contract police services (with actual overtime charges reimbursed quarterly). Proportional charges for indirect costs are also included in the contract amount. Therefore, there is no tax levy impact. Charges will be adjusted annually to reflect the adopted budget. The contract term will be from January 1, 2024 through December 31, 2028. Based on the Sheriff's Department's full cost recovery contract methodology, the Village of Merton will be expected to pay an estimated \$211,506 in fiscal year 2024.

The 2024 Sheriff's Department Budget, as presented to the County Board, includes the continuation of the Village of Merton contract. The Budget also includes all positions necessary for the continuation of this contract.



Danielle Igielski
Accounting Services Manager
11/7/2023

1 **AUTHORIZE THE WAUKESHA COUNTY SHERIFF'S DEPARTMENT TO CONTINUE**
2 **CONTRACTED MUNICIPAL PATROL SERVICES WITH THE VILLAGE OF SUSSEX**

3
4 WHEREAS, the Waukesha County Sheriff's Department has provided municipal patrol services
5 to the Village of Sussex since 1973; and

6
7 WHEREAS, the current contract for municipal patrol services with the Village of Sussex will
8 expire on December 31, 2023 and it is necessary to enter into a new contract for services to
9 continue; and

10
11 WHEREAS, the length of the proposed contract is a five-year period and requires the Sheriff's
12 Department to provide municipal patrol services, along with necessary equipment, for two
13 deputies twenty-four hours a day, seven days a week (approximately 10.02 FTE), and one
14 additional deputy on second shift (1.00 FTE); and

15
16 WHEREAS, the proposed contract includes a dedicated lieutenant position fully funded by the
17 Village of Sussex; and

18
19 WHEREAS, the proposed contract includes a captain position for dedicated supervision which is
20 partially paid for by the Village of Merton and the Village of Lisbon; and

21
22 WHEREAS, the proposed contract is a full cost recovery contract and will continue to be
23 calculated based on the Department's adopted budget, with costs adjusted annually.

24
25 **THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS**
26 **that the contract for services on file with the Waukesha County Sheriff's Department to provide**
27 **municipal patrol services to the Village of Sussex, beginning January 1, 2024 and ending**
28 **December 31, 2028, is hereby approved and the Waukesha County Sheriff is authorized to**
29 **execute the contract.**

30
31 **BE IT FURTHER ORDAINED** that the County Board authorizes the Sheriff, if needed, to
32 amend the contract for services, subject to the review and approval of Corporation Counsel,
33 regarding the number of hours of dedicated supervision and costs that the Village of Sussex is
34 willing to contribute towards, so long as the Village of Sussex pays the total dedicated
35 supervision hours and costs identified in the contract.

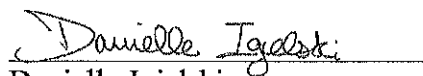
FISCAL NOTE

AUTHORIZE THE WAUKESHA COUNTY SHERIFF'S DEPARTMENT TO CONTINUE
CONTRACTED MUNICIPAL PATROL SERVICES WITH THE VILLAGE OF SUSSEX

This ordinance authorizes the Waukesha County Sheriff's Department to continue to provide police services to the Village of Sussex. The Sheriff's Department has provided municipal patrol coverage to the Village since 1973. The contract will require the County to provide patrol coverage, along with necessary equipment, for two deputies twenty-four hours a day, seven days per week (about 10.02 full-time equivalents (FTEs), factoring in training, benefit time, etc.), and one additional deputy on second shift (1.00 FTE). The contract also includes a dedicated lieutenant position fully funded by the Village of Sussex and a dedicated captain position, partially paid for by the Village of Merton and the Village of Lisbon. In addition, the contract allows for separate charges for all overtime costs incurred from policing functions.

The Village of Sussex will pay the County for the base service level in monthly installments based on the annual budgeted costs of supplying contract police services (with actual overtime reimbursed quarterly). Proportional charges for indirect costs are also included in the contract amount. Therefore, there is no tax levy impact. Charges will be adjusted annually to reflect the adopted budget. The contract term will be from January 1, 2024 through December 31, 2028. Based on the Sheriff's Department's full cost recovery contract methodology, the Village of Sussex will be expected to pay an estimated \$2,101,046 in fiscal year 2024.

The 2024 Sheriff's Department Budget, as presented to the County Board, includes the continuation of the Village of Sussex contract. The Budget also includes all positions necessary for the continuation of this contract.



Danielle Igielski
Accounting Services Manager
11/7/2023

1 ESTABLISH AND APPROVE THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
2 2023 FEES FOR THE REGIONAL CRISIS STABILIZATION FACILITY

3
4 WHEREAS, the Waukesha County Department of Health and Human Services (HHS) provides
5 billable services to clients experiencing mental health crises under DHS (Wisconsin Department
6 of Health Services) 34 Emergency Mental Health Service Programs; and

7
8 WHEREAS, DHS 1.03(2), Wisconsin Administrative Code, requires the Waukesha County
9 Board to annually establish and approve the usual and customary fee schedule for community
10 mental health, developmental disability and substance use disorder services; and

11
12 WHEREAS, the newly created HHS Regional Crisis Stabilization Facility is anticipated to open
13 for business in December 2023 and requires a daily bed rate fee not contemplated in enrolled
14 ordinance 177-93, which set the usual and customary fees for 2023; and

15
16 WHEREAS, the Regional Crisis Stabilization Facility will provide short-term, 24/7 support of
17 clients and help reduce or eliminate symptoms of a mental health crisis and assist transitions to
18 less restrictive placements when a crisis has passed; and

19
20 WHEREAS, the establishment of a daily bed rate fee is required by third-party payors and helps
21 approximate the cost of providing the services; and

22
23 WHEREAS, HHS will contract with various insurance providers and charge a lower, contracted
24 daily bed rate, similar to Medicare approved rates, for placement provided to a client with a
25 contracted insurance provider in the Regional Crisis Stabilization Facility; and

26
27 WHEREAS, the 2024 proposed budget contemplated usually and customary fee and contracted
28 bed rates for the new Regional Crisis Stabilization Facility and no budget modification is
29 necessary.

30
31 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
32 that the 2023 usual and customary bed rate fee of \$450.00 per day, unless otherwise specified by
33 contract, for placement within the HHS Regional Crisis Stabilization Facility, be approved.

1 APPROVE COMPROMISE SETTLEMENT FOR WORKER'S COMPENSATION CASE
2 ENTITLED ELIZABETH TORN VS. COUNTY OF WAUKESHA
3

4 WHEREAS, a former employee of the Waukesha County Sheriff's Department has filed a
5 Worker's Compensation claim against Waukesha County for injuries allegedly occurring while
6 employed with Waukesha County; and
7

8 WHEREAS, the continuation of the litigation possesses substantial risk to both sides of the
9 litigation and both sides will continue to incur significant additional expenses without a
10 settlement; and
11

12 WHEREAS, the former employee has expressed a willingness to enter into a settlement
13 agreement which is on file in the Corporation Counsel's office pending approval by the County
14 Board and which has been shared in closed session with the County Board; and
15

16 WHEREAS, it has been determined that settlement of these issues at this time is in the best
17 interest of Waukesha County.
18

19 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
20 that the settlement agreement on file with the Corporation Counsel and previously shared with
21 the Board in the Worker's Compensation case entitled Elizabeth Torn vs. County of Waukesha is
22 hereby approved.