



N64W23760 Main Street
Sussex, Wisconsin 53089
Phone (262) 246-5200
FAX (262) 246-5222
Email: info@villagesussex.org
Website: www.villagesussex.org

**PUBLIC WORKS COMMITTEE
VILLAGE OF SUSSEX
6:00 P.M. TUESDAY, APRIL 4, 2023
SUSSEX CIVIC CENTER- VILLAGE BOARD ROOM 2nd FLOOR
N64W23760 MAIN STREET**

Pursuant to Section 19.84, Wis. Stats., notice is hereby given of a meeting of the Sussex Public Works Committee, at which a quorum of the Village Board may attend in order to gather information about a subject which they have decision making responsibility. The meeting will be held at the above noted date, time and location. Notice of Village Board Quorum: (Chairperson to announce the following if a quorum of the Village Board is in attendance at the meeting: Please let the minutes reflect that a quorum of the Village Board is present and that the Village Board members may be making comments if the rules are suspended to allow them to do so.)

1. Roll call.
2. Consideration and possible action on minutes of the March 7, 2023 Public Works meeting.
3. Comments from Citizens
4. Consideration and possible action on bills for payment.
5. Consideration and possible action on Utility Items:
 - A. MS-4 Annual Report
 - B. Highlands Business Park SWMA Amendment
 - C. License Agreement at Well 5 Water Tower with Verizon
 - D. Well #4 repair needs
6. Consideration and possible action on Sidewalk and Street Items:
7. Consideration and possible action on Other Public Works Items:
 - A. 2022 Construction Wrap Up
8. Staff report, updates, and possible action regarding subdivision, developments, and projects:
 - A. Engineer's Report
9. Other discussions for future agenda topics
10. Adjournment.

Scott Adkins
Chairperson

Jeremy Smith
Village Administrator

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the Village Clerk at 246-5200.

DISCLAIMER- THE FOLLOWING ARE DRAFT MINUTES FROM PUBLIC
WORKS COMMITTEE AND ARE
SUBJECT TO CHANGE UPON APPROVAL OF THE COMMITTEE

**VILLAGE OF SUSSEX
SUSSEX, WISCONSIN**

**Minutes of the Public Works Committee of
March 7, 2023**

1. Roll Call:

The meeting was called to order by Trustee Adkins at 6:00 p.m.

Members present: President LeDonne, Trustee Scott Adkins, Trustee Lee Uecker, Trustee Benjamin Jarvis

Member absent: Keith Markano

Also present: Village Administrator Jeremy Smith, Assistant Village Administrator Kelsey McElroy-Anderson, Village Engineer/Public Works Director Judith Neu, Village Clerk Jennifer Moore, Village President Anthony LeDonne, Trustee Greg Zoellick, Assistant Public Works Director Dennis Wolf and members of the Public.

A quorum of the Village Board was present at the meeting.

2. Consideration and possible action on minutes:

A motion by Jarvis, seconded by Uecker to approve the February 7, 2023 meeting minutes as presented.

Motion carried 4-0

3. Comments from Citizens:

There was no one present who wished to be heard.

4. Consideration and possible action on bills for payment:

A motion by Uecker seconded by Jarvis to recommend to the Village Board approval of bills for payment in the amount of \$135,748.04.

Motion carried 4-0

5. Consideration and possible action on Utility Items:

A. Request to Assume Maintenance Obligations

A motion by Adkins seconded by Jarvis to recommend to Village Board approval for the Village to take over current and future maintenance of the retention pond in the Village Estates subdivision.

Motion carried 4-0

B. Update on Water Softener and Chloride reduction programs

Mr. Wolf presented information on the Village's measures to reduce water softener and chloride through the wastewater treatment plant. The committee directed staff to research possible grants and/or rebate programs to incentivize replacement of water softeners past a certain age and bring the information to the May Public Works meeting.

6. Consideration and possible action on Sidewalk and Street Items:

None

7. Consideration and possible action on Other Public Works Items:

None

8. Staff Reports, update and issues, and possible action regarding subdivision, developments, and projects:

A. Engineer's Report

Mrs. Neu summarized the Engineer's Report included in the meeting packet.

9. Other discussion for future agenda topics

None

10. Adjournment

A motion by Adkins seconded by Jarvis to adjourn the meeting at 6:33pm

Motion carried 4-0

Respectfully submitted,

Jennifer Moore
Clerk-Treasurer

DRAFT

VILLAGE OF SUSSEX				
PUBLIC WORKS COMMITTEE				
BILLS FOR PAYMENT				
4/4/2023				
VENDOR	AMOUNT		%COMPLETED	NOTES
CEDAR CORPORATION	\$ 240.00	MELINDA WEAVER PARK IMPROVEMENTS - PROF. SERV. THRU 2/18/2023	56.5%	
R. A. SMITH	\$ 2,570.00	2023 ROAD PROGRAM - PROF. SERV. FEBRUARY 2023	2.0%	
R. A. SMITH	\$ 6,942.65	VISTA RUN PHASE I - PROF. SERV. JANUARY 2023	ONGOING	BILL TO DEVELOPER: NEUMANN
TOTAL	\$ 9,752.65			



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MEMORANDUM

To: Public Works Committee
From: Secret Strobl, Assistant Village Engineer
Date: March 23, 2023
Re: Village Wide DNR Stormwater Discharge Permit Annual Report

The Village's Annual Report to DNR for our Municipal Storm Water Discharge Permit has been completed and is attached for your review. Here are some of the highlights.

- Public Education and Outreach goals are met primarily through the Waukesha County Storm Water Education program. Information is also provided in the Courier, on the Village Website, and through fliers available at Civic Center and at events like National Night Out.
- Public Involvement and Participation goals are part of the Village's political culture. Residents and business owners are encouraged to be part of the planning of public projects and are kept informed about public and private projects via meetings and the website. This annual report to the Committee is also part of that public involvement.
- Illicit Discharge Detection and Elimination testing was done annually by Village Staff by field screening and testing of dry weather discharges at 6 priority storm outfalls annually and 6-7 Major Outfalls so that each is visited every 5 years. In 2022, the test results did not show evidence of illicit discharges.
- Construction Site Pollutant Control is handled through the Village's Storm Water Management Code and the Erosion Control Permitting process. A few minor erosion control issues were found in 2022. They were quickly corrected. Inspections were done by Building Inspectors on building sites and by Engineering Division or consultants in subdivisions or on road projects.
- Post-Construction Storm Water Management is handled through the Village's Storm Water Management Code and Storm Water Management Plans. Developers are required to provide storm water quality and quantity controls, and infiltration. Long term maintenance requirements are included in Developers Agreements or Storm Water Maintenance Agreements. An annual inspection program for Village owned ponds has been implemented. A prioritized list of maintenance tasks has been developed and will be implemented as time and budget allow.
- Pollution Prevention tasks constitute a major portion of Public Works Staff work each year. They consist of catch basin cleaning, street sweeping, leaf and brush collection, outfall cleaning, roadside ditch cleaning and maintenance, and storm water facilities maintenance. Pre-wetting of salt during snow operations continues to allow us to minimize salt use, and brine applications allow us to avoid salting operations on several occasions each year. Staff collected 80 tons of street sweepings in 2022. Staff removed 11 tons of material from cleaning 117 catch basin sumps in 2022.
- The Village has surpassed the required 20% reduction in Total Suspended Solids with a 26.19% reduction. Further reductions are possible by continuing to implement the recommendations and projects in the 2011 Storm Water Management Master plan. DNR has begun work on the Fox-Illinois TMDL study which will impact the Village's reduction requirements for Phosphorus, Total Suspended Solids and possibly Chlorides.
- Spring Creek and portions of Sussex Creek are on the federal list of impaired water bodies due to low dissolved oxygen due to Total Phosphorous loads. The Pewaukee River is listed as impaired due to chlorides.
- Staff continues to make program improvements on staff training and awareness, pond inspections frequencies, outfall cleaning, annual reports on private storm facilities, and to perform street sweeping and catch basin cleaning operations.



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MEMORANDUM

To: Public Works Committee

From: Secret Strobl, Assistant Village Engineer

Date: March 22, 2023

Re: Sussex Corporate Park – First Amendment to Storm Water Management Practices and Maintenance Agreement

As part of the continued development of Sussex Corporate Park (Highlands Phase A, Basting Farm), the areas within the park that drain to the large pond along STH 164 were adjusted slightly. About 5 more acres will drain to the large pond than previously anticipated. The Developer's Engineer proved that the pond could handle the additional runoff and still function as originally planned. This amendment simply adjusts the drainage area to match the current site conditions.

Staff recommends that the Committee and Board approve the Amendment.

Document Number	First Amendment to Storm Water Management Practices Maintenance Agreement For Sussex Corporate Park Document Title	
	<div data-bbox="1031 667 1578 850">Name and Return Address Judith A. Neu, Village Engineer Village of Sussex N64W23760 Main Street Sussex, WI 53089</div> <div data-bbox="1031 850 1578 1018">_____ Parcel Identification Number (PIN)</div>	

SUSSEX CORPORATE PARK - VILLAGE OF SUSSEX

THIS FIRST AMENDMENT TO STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT (this "First Amendment") is dated as of this ____ day of December, 2022, (the "Effective Date") by and between Sussex Corporate Park LLC, BKH Properties LLC, Educators Credit Union, Highlands Business Park Owners' Association, Inc. and Kwik Trip, Inc. (collectively, the "Owners"), and the Village of Sussex ("Village").

RECITALS:

WHEREAS, Sussex Corporate Park LLC ("SCP") and Village are parties to that certain Storm Water Management Practices Maintenance Agreement dated May 15, 2019 and recorded with the Waukesha County Register of Deeds as Document Number 4397941 (the "Maintenance Agreement") wherein Owner and Village agreed to various stormwater management related items pertaining to certain real estate described as Los 1, 2 and 3 of CSM 11793, in the Village of Sussex, Waukesha County, Wisconsin;

WHEREAS, SCP has since sold or conveyed parcels subject to the Maintenance Agreement to the other Owners;

WHEREAS, Owners and Village wish to replace certain exhibits to the Maintenance Agreement to more accurately reflect the area served by Drainage Basin AA, as defined therein ;

WHEREAS, Owners and Village now desire to amend the Maintenance Agreement by replacing Exhibit A-1 and Exhibit A-2 thereto.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Exhibit A-1 and Exhibit A-2 attached to the Maintenance Agreement shall be removed and replaced with the Exhibit A-1 and Exhibit A-2 attached to this First Amendment.
2. Except as otherwise defined herein or as capitalized in ordinary usage, all capitalized terms used herein shall have the same meaning as set forth for such terms in the Maintenance Agreement.
3. Except as expressly provided for herein, all of the terms, covenants and provisions of the Maintenance Agreement shall remain in full force and effect and are hereby ratified and confirmed.
4. This Amendment may be executed in one or more counterparts, and all such executed counterparts shall constitute the same agreement. The parties agree that scanned and electronic signatures shall have the same effect and validity, and may be relied upon in the same manner, as original signatures.

Drafted by:
Timothy J. Voeller, Esq.
Wangard Partners, Inc.

SIGNATURE PAGE TO FIRST AMENDMENT TO STORM WATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT

IN WITNESS THEREOF, the parties hereto have caused this First Amendment to be executed as of the Effective Date.

SUSSEX CORPORATE PARK, LLC

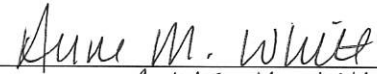
By: 
Stewart M. Wangard, Manager

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

Personally came before me this 16th day of MARCH, 2023, the above named Stewart M. Wangard as the Authorized Signatory of Sussex Corporate Park, LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.




ANNE M. WHITE
NOTARY PUBLIC, STATE OF WI

My commission expires: 6/26/2024

SIGNATURE PAGE TO FIRST AMENDMENT TO STORM WATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT

IN WITNESS THEREOF, the parties hereto have caused this First Amendment to be executed as of the Effective Date.

BKH PROPERTIES LLC

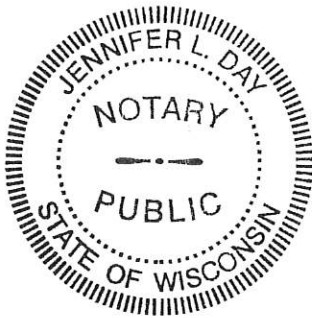
By: _____

Brian Hagmann

STATE OF WISCONSIN

COUNTY OF Waukesha

Personally came before me this 15 day of December, 2022, the above named Brian Hagmann as the Authorized Signatory of BKH Properties LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.



Jennifer L Day

NOTARY PUBLIC, STATE OF WI

My commission expires: 7-12-26

SIGNATURE PAGE TO FIRST AMENDMENT TO STORM WATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT

IN WITNESS THEREOF, the parties hereto have caused this First Amendment to be executed as of the Effective Date.

EDUCATORS CREDIT UNION

By: Glenn Brusky

STATE OF WISCONSIN

COUNTY OF RACINE

Personally came before me this 21 day of December, 2022, the above named Glenn Brusky as the Authorized Signatory of Educators Credit Union to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]

NOTARY PUBLIC, STATE OF WI

My commission expires: permanently

SIGNATURE PAGE TO FIRST AMENDMENT TO STORM WATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT

IN WITNESS THEREOF, the parties hereto have caused this First Amendment to be executed as of the Effective Date.

**HIGHLANDS BUSINESS PARK
OWNERS' ASSOCIATION, INC.**

By: _____

Matt Moroney, President

STATE OF WISCONSIN

COUNTY OF Milwaukee

Personally came before me this 13th day of March, 2023, the above named Matt Moroney as the Authorized Signatory of Highlands Business Park Owners' Association, Inc. to me known to be the person who executed the foregoing instrument and acknowledged the same.




Devon M. Pittman
NOTARY PUBLIC, STATE OF WI

My commission expires: 12/31/2025

SIGNATURE PAGE TO FIRST AMENDMENT TO STORM WATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed as of the Effective Date.

KWIK TRIP, INC.


By: 
JEFFREY J. WROBEL, CFO, TREASURER

STATE OF WISCONSIN

COUNTY OF LACROSSE

Personally came before me this 3 day of MARCH, ²⁰²³~~2022~~, the above named JEFFREY J. WROBEL as the Authorized Signatory of Kwik Trip, Inc. to me known to be the person who executed the foregoing instrument and acknowledged the same.




NOTARY PUBLIC, STATE OF WI
My commission expires: 4-3-2023

SIGNATURE PAGE TO FIRST AMENDMENT TO STORM WATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT

IN WITNESS THEREOF, the parties hereto have caused this First Amendment to be executed as of the Effective Date.

VILLAGE

VILLAGE OF SUSSEX
WAUKESHA COUNTY, WISCONSIN

By: _____
Anthony J. LeDonne, VILLAGE President

By: _____
Jennifer Moore, VILLAGE Clerk/Treasurer

NOTARY FOR VILLAGE

STATE OF WISCONSIN
COUNTY OF WAUKESHA

Personally came before me this ____ day of _____, 2022, the above named Anthony J. LeDonne, VILLAGE President, and Jennifer Moore, VILLAGE Clerk/Treasurer, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such VILLAGE President and VILLAGE Clerk-Treasurer of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the VILLAGE Board from their meeting on the ____ day of _____, 2022.

NOTARY PUBLIC, STATE OF WISCONSIN

My commission expires: _____

EXHIBIT A-1

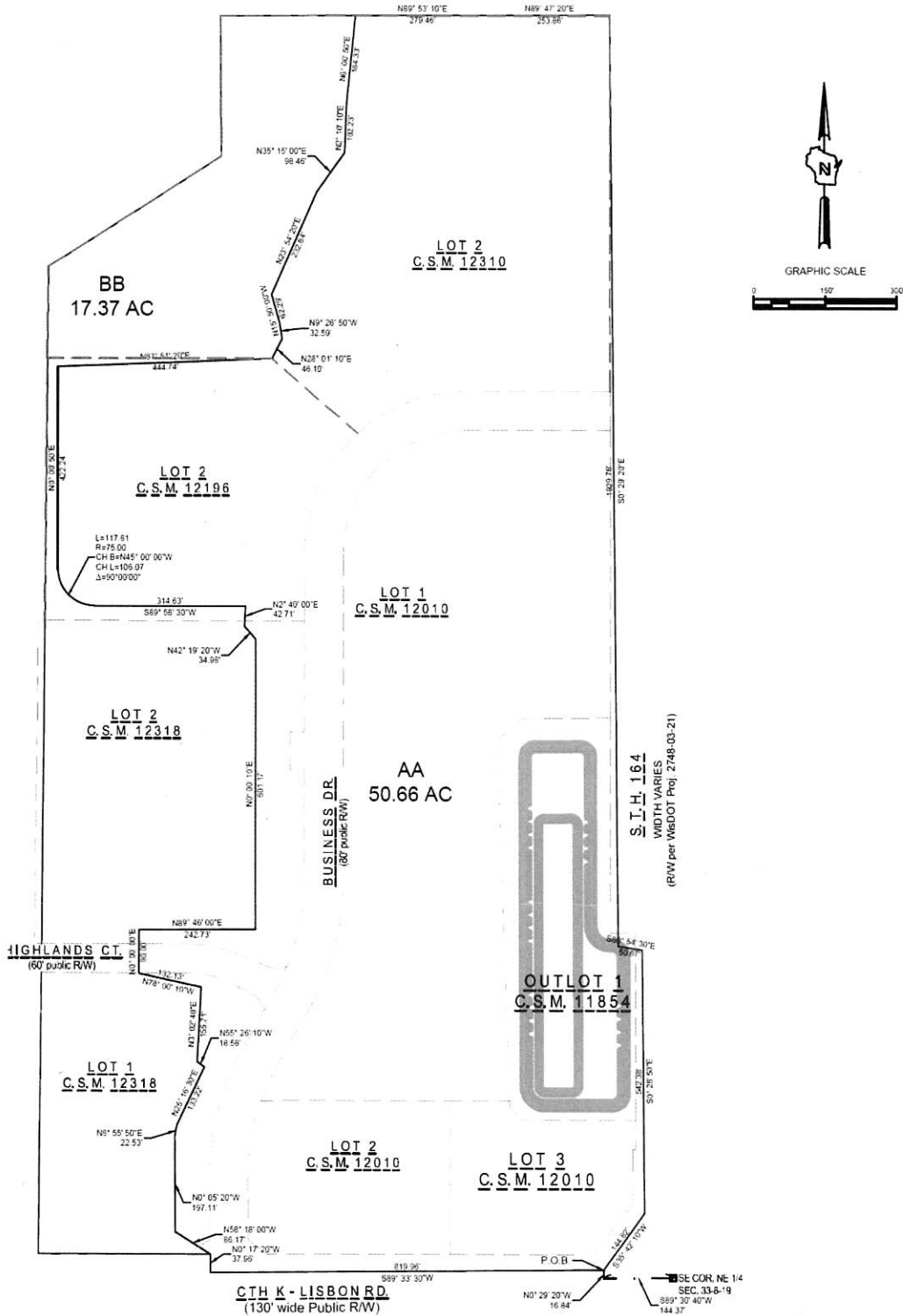


Exhibit A-2

Storm Water Drainage Area AA

Legal Description

Storm Water Drainage Area AA:

Being a part of the Northeast $\frac{1}{4}$ of Section 33, Town 8 North, Range 19 East, in the Village of Sussex, Waukesha County, State of Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Section 33; Thence South $89^{\circ} 30' 40''$ West, 144.37 feet along the south line of said $\frac{1}{4}$ section; thence North $00^{\circ} 29' 20''$ West, 16.84 feet to the Point of Beginning; thence South $89^{\circ} 33' 30''$ West, 819.96 feet; thence North $00^{\circ} 17' 20''$ East, 37.96 feet; thence North $58^{\circ} 18' 00''$ West, 86.17 feet; thence North $00^{\circ} 05' 20''$ West, 197.11 feet; thence North $08^{\circ} 55' 50''$ East, 22.53 feet; thence North $25^{\circ} 16' 30''$ East, 133.22 feet; thence North $55^{\circ} 26' 10''$ West, 18.58 feet; thence North $03^{\circ} 02' 40''$ East, 155.71 feet; thence North $78^{\circ} 00' 10''$ West, 132.13 feet; thence North $00^{\circ} 00' 00''$ East, 90.00 feet; thence North $89^{\circ} 46' 00''$ East, 242.73 feet; thence North $00^{\circ} 00' 10''$ East, 601.17 feet; thence North $42^{\circ} 19' 20''$ West, 34.98 feet; thence North $02^{\circ} 40' 00''$ East, 42.71 feet; thence South $89^{\circ} 58' 30''$ West, 314.63 feet to a curve; thence 117.81 feet along the arc of a curve whose radius lies 75.00 feet to the northeast and whose chord bears North $45^{\circ} 00' 00''$ West, 106.07 feet; thence North $00^{\circ} 00' 50''$ East, 422.24 feet; thence North $87^{\circ} 51' 20''$ East, 444.74 feet; thence North $28^{\circ} 01' 10''$ East, 46.10 feet; thence North $09^{\circ} 26' 50''$ West, 32.59 feet; thence North $15^{\circ} 50' 00''$ West, 62.29 feet; thence North $23^{\circ} 54' 20''$ East, 232.84 feet; thence North $35^{\circ} 15' 00''$ East, 98.46 feet; thence North $02^{\circ} 10' 10''$ East, 102.23 feet; thence North $06^{\circ} 00' 50''$ East, 184.33 feet; thence North $89^{\circ} 53' 10''$ East, 279.46 feet; thence North $89^{\circ} 47' 20''$ E, 253.86 feet; thence South $00^{\circ} 29' 20''$ East, 1,929.78 feet; thence South $80^{\circ} 54' 30''$ East, 50.67 feet; thence South $00^{\circ} 28' 50''$ East, 542.38 feet; thence South $35^{\circ} 42' 10''$ West, 144.82 feet to the point of beginning.



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MEMORANDUM

To: Public Works Committee

From: Gabe Gilbertson, Community Development Director

Date: March 27, 2023

Re: Verizon Wireless Lease Agreement – Executive Drive Water Tower

Cellco Partnership d/b/a Verizon Wireless is proposing to install, maintain, and operate a wireless communications facility at the Village-owned water tower property located at W249N5889 Executive Drive. The submitted plans include up to twelve (12) antennas, three (3) antenna/RRU combo units, nine (9) RRU's, three (3) Raycaps, and three (3) Hybrid cables on the water tower, a 45' by 15' equipment shelter, and an outdoor emergency generator. The equipment shelter would be located within a 49' by 21' leased area and the generator within a separate 11' by 6' leased area directly to the south.

The lease agreement has an annual base license fee of \$28,884.72 with a 3% annual increase. This amount is consistent with the annual fees associated with the other Village water towers that have similar wireless carrier agreements in place. Preliminary site plans and details are included as part of the lease agreement. The plans included as Exhibit B in the lease agreement are not final as Cellco Partnership d/b/a Verizon Wireless will still be required to obtain a Conditional Use Permit for the installation of these facilities.

Staff recommends the Public Works Committee approve the lease agreement and recommend the Village Board approve the lease agreement subject to the applicant obtaining a Conditional Use Permit for the installation of the wireless communication facilities.

**LICENSE AGREEMENT BETWEEN
THE VILLAGE OF SUSSEX AND
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS**

License Agreement dated effective _____, by and between the Village of Sussex, Wisconsin ("Village"), with its principal office at N64 W23760 Main Street, Sussex, WI 53089 and Cellco Partnership d/b/a Verizon Wireless, whose principal business address is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Company").

RECITALS

- A. Village owns certain real property, consisting of, among other things, a water tower and surrounding property, located in the Village of Sussex, Waukesha County, Wisconsin, as more particularly described in the attached **Exhibit A** (the "Property").
- B. Company desires to install, maintain and operate on the Property certain communications facilities described in the attached **Exhibit B** (the "Communications Facilities").

NOW, THEREFORE, FOR VALUABLE CONSIDERATION AND INTENDING TO BE BOUND, VILLAGE AND COMPANY AGREE AS FOLLOWS:

1. Recitals. The Recitals are incorporated into and form a part of this Agreement.

2. License. Village hereby grants Company a nonexclusive license to install, maintain, and operate the Communications Facilities, including up to twelve (12) antennas, three (3) antenna/RRU combo units, nine (9) RRU's, three (3) Raycaps, and three (3) Hybrid cables, and grants Company a nonexclusive license to construct Communications Facilities, on part of the Property, in the specific locations designated on construction plans and drawings approved by Village (the "Premises"), which shall be attached hereto and incorporated herein in the attached **Exhibit B**. Village further authorizes Company, where appropriate, to attach the Communications Facilities to the water tower referenced in Recital A above (the "Structure"), in the specific locations designated on construction plans and drawings approved by the Village, which shall be attached hereto and incorporated herein as **Exhibit B**. Company shall make no other use of Premises.

The parties expressly understand and agree that this Agreement constitutes an irrevocable license coupled with an interest and that it shall not be revoked or otherwise terminated by expiration of its term or as provided in this Agreement.

3. Term.

- a. The initial term of this Agreement shall be for a period of five (5) years. This Agreement shall commence based upon the date Company is granted a building permit by the governmental agency charged with issuing such permits, or the date of execution of the Agreement by the Parties, whichever is later. In the event the date at which Company is granted a building permit or the date of execution of the Agreement, whichever is applicable, falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). Village and Company acknowledge and agree that initial rental payment(s) shall not actually be sent by Company until thirty (30) days after the Commencement Date and the amount paid with the initial payment shall be prorated to cover the months from the Commencement Date through December 31 of that year. By way of illustration of the preceding sentence, if the Commencement Date is January 1, Company shall send to the Village the rental payments by February 1 for an amount that covers the license fee for January 1 through December 31. Payments for subsequent years shall be made pursuant to 4.C.
- b. At any time prior to the Commencement Date, the Company shall have the right to provide written notice of termination without the obligation to pay any license fees. After the initial five year term of this Agreement, this license shall automatically renew for up to seven (7) successive three (3) year renewal terms unless Company notifies Village, in writing, of Company's intention not to renew for the next three (3) year term at least sixty (60) days prior to the expiration of the initial term or any renewal term.

4. License Fee.

- a. During the initial term of this Agreement, Company shall pay Village an annual base license fee of Twenty-Eight Thousand Eight Hundred Eighty-Four and 72/100 Dollars (\$28,884.72).
- b. During the initial term, and any renewal terms the annual base license fee shall annually be increased by 3%, over the annual license fee in effect the immediately preceding year. Such increase shall be adjusted and made annually on January 1st.
- c. The license fee shall be paid "up front", meaning that the annual license fee shall be paid by December 1 of the year immediately

preceding the year for which the payment is intended to cover. Upon agreement of the Parties, Company may pay rent by electronic funds transfer and in such event, Village agrees to provide to Company bank routing information for such purpose upon request of Company.

- d. In the event that Company fails to timely pay the license fee, Company shall pay to Village a late fee on the total payment due of 3% per month.
- e. All consideration to be provided by Company to Village shall be paid or provided to Village without offset. The license fee hereunder is reserved on an absolute net basis. Company shall pay to the persons entitled thereto all charges for personal property taxes, if any, assessed against the Company's equipment located on the Property, and all insurance premiums, maintenance charges and any other charges, costs and expenses against the Property provided for under any provision of this Agreement for operation of the Communications Facilities on this Structure.
- f. Village warrants and agrees that Company, upon paying the license fee required under this paragraph and performing the covenants set forth in this Agreement, shall peaceably enjoy the rights granted Company hereunder.
- g. Company shall construct a building having external dimensions of approximately 15' by 45' which shall be located on the ground space. A plan depicting the proposed building is attached hereto as Exhibit "F". Said building shall be capable of housing three (3) wireless companies ground equipment facilities. Company shall be permitted to sublicense space within the building for up to two (2) additional providers at commercially reasonable rates and recover shelter construction costs. Company may also recover costs for construction of the mounting ring installed at the top of the water tower. Additional carriers must obtain all necessary permits, license agreements, and approvals from the Village whose approval shall not be unreasonably withheld.

5. Compliance with the Laws and Emission Standards. Throughout the term of this Agreement, Company shall continuously use the Premises for the purpose of constructing, maintaining and operating facilities for the transmission and reception of radio communication signals in such frequencies as may be assigned to Company by the Federal Communications Commission ("FCC"). Company, at its expense, shall diligently, faithfully and promptly obey and comply with all federal, state and local orders, rules, regulations and laws, including all FCC and Federal Aviation Administration rules, in relation to any of its business activities or other operations conducted upon, above or adjacent to the Premises and including the American National Standards Institute's ("ANSI") Safety Levels with respect to Human Exposure to Radio Frequency Electromagnetic Fields as set forth in the current or future ANSI standard or any FCC standard which supersedes this standard or any EPA rules or regulations that may

hereinafter be adopted which supersede this standard. Company shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and permits required for Company's use of the Premises.

6. Tower Compliance. Village covenants that it will keep the Tower in good repair as required by all applicable local, state and federal laws and regulations. The Village shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space. If requested as a public record by Company, Village shall supply to Company copies of all structural analysis reports that have done with respect to the Tower and throughout the Term.

7. Installation and Maintenance of Communication Facilities.

- a. Company shall, at its sole cost and expense, install, operate, and maintain the Communications Facilities on the Premises. Company's installation of the Communications Facilities shall be completed in a neat and workmanlike manner in accordance with sound engineering practices, applicable rules, regulations and laws and in strict compliance with **Exhibit B**. All work shall be performed either by Company or by a fully qualified independent contractor who carries all insurance required under Paragraph 12 and who has been approved in writing by Village, which approval may be made by Village as per usual policies and practices, before such contractor has done any work on the Premises. Regarding any independent contractor employed by Company to work on the Premises, certificates of all insurance coverage's required under this Agreement shall be provided to Village by Company prior to the commencement of any work upon the Premises by such contractor. Company's Communications Facilities and any equipment Company constructs on the Premises shall remain the exclusive property of Company.
- b. Company, at its expense, and within sixty (60) days after the installation of the Communications Facilities, shall provide to Village "as built", planning and engineering drawings of the Communications Facilities, which shall not include any proprietary information. Such drawings shall be accompanied by a complete and detailed inventory of all Communications Facilities actually placed on the Structure, all of which shall be attached hereto and incorporated herein as **Exhibit C**.
- c. Any damage done to the Property during installation, maintenance, removals, or operations, which is due to Company's intentional or negligent acts or omissions, shall be immediately repaired at Company's expense and to Village's satisfaction. Company shall pay all

costs and expenses in relation to maintaining the structural integrity of any Structure to the extent such costs and expenses arise out of Company's installation and operation of the Communication's Facilities. Company shall not permit any claim or lien to be placed against any part of the Property that arises out of work, labor, material or supplies provided or supplied to Company, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises or Communications Facilities.

- d. Company shall design, place and improve all of its Communications Facilities in a manner that will keep aesthetic impact held to a minimum practical level upon initial installation and upon the installation of any improvement to the Communications Facilities, or shield the Communications Facilities from view and take such other reasonable action as Village, in good faith, determines necessary to minimize aesthetic impact. Village acknowledges and agrees that Company's plans and specifications as set forth in **Exhibit B** satisfy the requirements of this paragraph for the initial installation.
- e. Company shall separately meter charges for the consumption of electricity and any other utilities associated with its use of the Premises and shall pay all costs associated therewith.
- f. Company, at its expense, shall have sole responsibility for the maintenance, repair, and security of its Communications Facilities and equipment shelter building and shall keep the same in good repair and condition during the term of this Agreement.
- g. Company shall occupy the south bay of the proposed equipment shelter building and may occupy an area and install a back-up power generator all located on the ground space. A Plan depicting the building and generator area is attached hereto as part of **Exhibit B**. Said building is capable of housing three cellular phone company's ground equipment facilities.
- h. A landscaping plan for the site may be required by the Village as part of this agreement. If required, the landscaping plan is subject to the approval of Village prior to the Commencement Date. Company, at its expense, shall install and maintain its landscape according to the approved landscape plan, which shall be attached hereto and incorporated herein as part of **Exhibit B**.
- i. Village shall notify Company at least ninety (90) days in advance of the date when any Structure to which the Communications Facilities are attached or in which they are housed is scheduled to be painted. Village shall decide, after consulting with Company, which of the following two options shall be used. Option 1: Shortly before the painting date, Company, at its sole expense, shall place a temporary antenna array on a crane, a Cell on Wheels ("COW"), a Cell on Light Truck ("COLT") or

other temporary facility parked or placed

near the site. Company shall then remove the antennas from the Structure and the painting shall proceed as it normally does. Once the painting is finished, Company, at its sole expense, shall then reattach the antennas where they were and shall have them painted to match the newly painted Structure. Option 2: The painting contractor will bid on the cost of painting the Structure without the Communications Facilities. The contractor will then bid on the cost of painting the Structure with the Company's antennas left in place. The contractor will then proceed to paint the Structure with Company's antennas left in place. Company shall reimburse Village for the difference between the two bids.

- j. Any additional costs for servicing or maintaining any Structure that are due to the presence of the Communications Facilities, including additional driveway asphalt and snow plowing/ice control, shall be the pro-rata responsibility of Company and shall be paid by Company. Company shall abate or remove graffiti from the Communications Facilities within thirty (30) days of City's written notice regarding same.

8. Modifications. Company shall not make any material additions, alterations or improvements to the Communications Facilities, the Premises, the Structure or the Property without the Village's prior written approval which approval shall not be unreasonably withheld, delayed or conditioned, and the Village shall consider any requested material additions, alterations or improvements as per the Village's usual policies and practices. Company shall submit to Village a proposal for any such modifications and any supplemental materials as may be requested for Village's evaluation and approval in accordance with the applicable Village ordinances, including site plan approval. If approved, such modifications shall be made at Company's sole expense and only upon it first obtaining all necessary governmental approvals and permits for such modifications, which the Village shall process in accordance with the applicable Village ordinances. On making such modifications, Company shall provide to Village updated "as built" planning and engineering drawings as specified in Paragraph 7(b). Modifications that result in additional visible equipment on the Structure or changes to the space requirements described in **Exhibit B**, may result in a demand for an increased license fee, which demand Company shall timely consider. In the event that the Village and Company do not agree on the amount of an appropriate increased license fee, Village and Company agree that the issue shall be submitted to a mutually agreeable arbitrator, or in lieu of a mutually agreeable arbitrator, to an arbitrator chosen by a Judge of the Waukesha County (Wisconsin) Circuit Court, to determine the amount of the increase license fee that is appropriate due to the modifications, and the arbitrator's decision shall be final and binding upon the Village and the Company. Any increased license fee shall be paid in full, including all resulting increases through the remainder of the term, at the time that the modification is made. Notwithstanding any provision in this Paragraph to the contrary, without obtaining Village's prior consent, the Company shall have the right to: replace for repair and maintenance purposes equipment installed on, in or about the

Structure with replacement equipment of a substantially similar kind which is reinstalled in substantially the same place and position as the replaced equipment.

9. Studies. Prior to approving any installation under Paragraph 7 or modification under Paragraph 8, Company shall provide Village with studies consistent with federal requirements and the Company's license obligations to determine whether Company's proposed installation or modification will interfere with the electronic equipment of Village, other licensees of the Village, or nearby property owners. Prior to installation of any equipment on the Structure pursuant to Paragraph 7 and prior to the installation on the Structure pursuant to Paragraph 8 of any additional equipment or replacement equipment which is significantly greater in size, weight or volume than the existing equipment, Company will also provide Village with a Wisconsin PE stamped structural engineering study to determine whether the proposed installation or modification will adversely affect the structural integrity of any part of the Structure. Upon Village's request, Company will make a one-time payment to Village upon receipt of a written invoice for an independent review of that structural engineering study by a reviewer of the Village's choice in an amount not to exceed Two Thousand Five Hundred and no/100 Dollars (\$2,500.00).

10. Access

- a. Company shall not be entitled to exclusive use or occupation of the Property, but understands and agrees that its use and occupation is to be joint, but not necessarily equal to, use and occupation by Village and/or one or more of Village's other licensees, if any. Company shall have unlimited and exclusive access to all parts of the Premises including those parts designated as access areas in **Exhibit B**.
- b. Village shall permit Company to have access to the Structure twenty-four (24) hours a day, seven (7) days a week subject to Paragraph 10(d) below to install, maintain and test Company's Communications Facilities on and after the date on which Company obtains all approval necessary to conduct the activities described in Paragraph 2 of this Agreement.
- c. Company shall supply to the Village a list of types of categories of professionals that it requests be given access to the Structure ("Designated Professionals"). Village shall not give access to the Structure to any person who does not provide adequate credentials as a Designated Professional at the time access is required.
- d. If Company or a Designated Professional requires access to the Structure or any part thereof, Company shall contact **Sussex Public Works** at the following telephone number: 262-246-5200. Should for some reason contact not be made at this number within a reasonable amount of time during non-business hours

Company should contact Waukesha County Non-Emergency Dispatch at 262-446-5070. Company shall, on demand, pay to Village the rate of pay customarily paid to the person who provides Company with such access, including any overtime factors. Village shall respond to Company's request within two (2) hours.

- e. Company shall admit Village, its employees or its agents to any part of the Premises used or occupied by Company, other than the equipment shelter building, upon reasonable notice.

11. Interference.

- a. Company's installation, operation, and use of the Communications Facilities shall not damage or interfere in any way with the Village's operations or related repair and maintenance activities at the Property. Village, at all times during this Agreement, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the Property. Village agrees to give reasonable advance notice of such activities to Company and to reasonably cooperate with Company to carry out such activities with a minimum amount of interference with Company's operations. All painting or any maintenance or repair work which requires the removal of the Company's antennas or other equipment from the Structure shall be completed in accordance with Paragraph 7(h) above.
- b. Company warrants and represents that the Communications Facilities and the installation, operation and maintenance of the Communications Facilities shall not interfere with the operation of Village's existing electronic equipment, wherever located on the Property, or with the electronic equipment of any other of Village's existing Licensees, wherever located on the Property. In the event of alleged interference with such Village equipment or equipment of existing Village Licensees, Company shall promptly investigate the same, at its expense. If investigation reveals that Company is causing the interference, Company shall promptly take all steps necessary to eliminate the interference at Company's cost. If Company is unable to eliminate the interference within a reasonable period of time, Company shall have the option to terminate this Agreement and remove the Communications Facilities that are causing the interference from the Property. Upon such termination, the Company's further liability shall be determined in accordance with Paragraph 22(c). Notwithstanding the foregoing, Village shall diligently attempt to resolve any complaints of interference with electronic equipment made by nearby property owners. If the Village

is unable to resolve such complaints on its own, only then will the Village refer the complaints to Company for investigation.

- c. Village makes no warranties or representations regarding Company's exclusive use of the Premises or non-interference with Company's transmission operations or that the Property or utilities serving the Property, if any, are fit for Company's intended use and all such warranties and representations are hereby disclaimed. Notwithstanding the above, Village agrees that each of its license agreements with other licensees shall contain a provision substantially the same as Paragraph 11(b) and that Village shall enforce such provision in a nondiscriminatory manner with respect to all of its licensees.

12. Insurance.

- a. General. At all times during the term of this Agreement, Company shall keep in force and effect all insurance policies as outlined below, issued by a company or companies licensed to do business in the State of Wisconsin and A.M. Best A rated or better and class VII size or larger. Such insurance will be primary. All contractors and all of their subcontractors who perform work on the Premises shall carry, in full force and effect, worker's compensation, comprehensive general liability and automobile liability insurance coverages of the type that Company is required to obtain under this paragraph with the same limits. Prior to the execution of this Agreement and with each insurance policy expiration date during the term of this Agreement, Company will furnish Village with a Certificate of Insurance. The Certificate shall reference this Agreement and worker's compensation and property insurance waivers of subrogation required by this Agreement. Village, its council, boards, commissions, agencies, officers, employees and representatives (collectively "Additional Insureds") shall be named as additional insureds under all of the policies, except worker's compensation policies and property insurance, which shall be so stated on the Certificate of Insurance. All policies, other than worker's compensation, shall be written on an occurrence and not on a claims made basis. Company shall defend, indemnify and hold harmless Village and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this paragraph.
- b. Worker's Compensation and Employers' Liability Insurance. Statutory worker's compensation benefits and employers liability insurance with a limit of liability no less than \$100,000 each accident, \$100,000 each claim by disease, and \$500,000 policy limit.

Company shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

- c. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, third party property damage, independent contractor's coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities (commonly known as XCU coverage). Limits of liability not less than \$5,000,000 general aggregate, \$5,000,000 products/completed operations aggregate, \$5,000,000 personal and advertising injury, \$5,000,000 each occurrence.
- d. Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$5,000,000 aggregate.
- e. Worker's Compensation Waiver of Subrogation. Village shall not be liable to Company, Company's contractors or their subcontractors, for any injuries to Company's employees or those of its contractors or their subcontractors arising out of or in connection with the grant of this Agreement, including any and all work of any type performed upon the Premises or Property, including injuries arising during equipment installation, alteration, modification, improvement, maintenance, repair, replacement, or use, or ingress or egress to or from the Property unless caused primarily by the intentional acts or omissions or negligence of Village, its agents or employees.

Except as set forth above, Company and Company's contractors and their subcontractors shall each waive any and all rights of recovery from Village for worker's compensation claims made by their respective employees and shall obtain such waiver from their worker's compensation insurer. Company, for itself and its contractors and their subcontractors, agrees that the indemnification and hold harmless provisions of this Agreement extend to any such claims brought by or on behalf of any employee of Company, any contractor of Company or their subcontractors.

- f. Property Insurance. Each party will be responsible for maintaining property insurance on its own buildings and other improvements, including all equipment, fixtures, utility structures, fencing, or support systems that may be built or placed upon the site to fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance

commonly referred to and known as "extended coverage" insurance or self-insure such exposures. To the extent covered by property insurance. Company and Village hereby release each other from and waive all rights against each other for any loss or damage to property caused by fire or other peril if the property is insured for such loss or damage in any policy of insurance even if such loss or damage is caused by the fault or negligence of the other party or anyone for whom such party is responsible. The Company and Village agree that to the extent any such policy of insurance provides a right of subrogation in the insurer, each will obtain from its insurance carrier a waiver of subrogation to the insurer, each will obtain from its insurance carrier a waiver of subrogation for the matters here described in any such policy of insurance. The policies will provide such waivers of subrogation by endorsement or otherwise.

13. Damage or Destruction of Premises. If the Premises are destroyed or damaged, in no way due to the act or inaction of Company, to an extent that, in the sole judgment of Company, materially and substantially limits Company's effective use of the Communications Facilities, the Company may terminate this Agreement by giving Ninety day's (90) notice to the Village. As of the date of such notice, Company's payments shall be pro-rated for that period of time, and any pre-paid money beyond that time period shall be returned to Company. Company shall be obligated to re-pay any of the refunded license fee for any time period during which Company is able to operate the Communications Facilities by using a temporary arrangement or if the Premises are restored. Regardless of any other provisions contained in this Agreement, Village shall have no obligation to rebuild or restore any part of the Premises in the event of any such damage or destruction.

14. Indemnification. Company shall defend, indemnify and hold harmless Village and all associated, affiliated, allied and subsidiary entities of Village, whether existing now or in the future, and their respective officials, officers, departments, agencies, boards, representatives, employees, agents, contractors and attorneys (collectively, "Indemnified Parties") against any and all liability, claims, costs, damages, expenses, demands, lawsuits or disputes (including reasonable attorneys' fees of counsel selected by Village and all other costs and expenses of litigation) arising in any way from (i) any condition, occurrence or accident upon the Premises which causes injury or illness to any person or persons whomsoever or to any property whatsoever, arising in any way from the installation, presence, operation, maintenance or removal of the Communications Facilities, unless caused primarily by the intentional acts or omissions or negligence of Village, its agents or employees; (ii) work, labor, material or supplies provided or supplied to Company, its contractors or subcontractors, for the installation construction, operation, maintenance or use of the Premises or Communications Facilities, including any claim or lien arising therefrom; (iii) Company's breach of any warranty, representation, obligation or other provision of this Agreement; and (iv) any financing or securities offering by Company or its affiliates for violations of common law or any laws, statutes, or regulations of the State of Wisconsin or United States, including

those of the Federal Securities and Exchange Commission, whether by Company or otherwise. This indemnification language specifically includes, among other things, any and all liability related to or associated with exposure to electromagnetic fields or radio frequencies.

15. Environmental. Company represents and warrants that its use of the Premises will not generate any hazardous substances, that it will not dispose or unlawfully store on the Property or unlawfully transport to or over the Property any hazardous substances and that its Communications Facilities do not constitute or unlawfully contain and will not generate any hazardous substance. No hazardous substance may be lawfully used, stored on or transported over the Property by Company except as are necessary for the operations of the Communications Facilities on the Property. "Hazardous substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local laws, regulations or rules now or hereafter in effect including any amendments. Company shall defend, indemnify and hold harmless Indemnified Parties from and against any and all liability, loss, cost, damage, and expense, including reasonable attorneys' fees arising from or due to the release, threatened release, storage or disposal by the Company of any such hazardous wastes or hazardous substances on, under or adjacent to the Property.

16. Taxes; No Liens. Company shall pay and be responsible for any and all personal and real estate taxes and assessments, general and special, levied and assessed against, or with respect to, or measured by, the Premises and the Communications Facilities. If any sales, use, income or other tax is ever assessed or levied against the license fee, charges payable by Company under this Agreement or that otherwise relate in any way to this Agreement, Company shall pay that tax upon demand by Village. Company shall not do anything which might cause or result in and shall not permit the filing of a lien against any part of the Property, whether filed against Village or Company.

17. Limitations. Company undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Company" for the purpose of this Paragraph), all risk of dangerous conditions, if any, on or about the Property. Village shall not be liable for and Company shall defend, indemnify and hold harmless Indemnified Parties from any damage or threat of damage caused by Company unless primarily caused by the intentional acts or omissions or negligence (as defined in Paragraph 11(f) above) of Village, its agents or employees. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by Village of the provisions of Section 893.80 of the Wisconsin Statutes or other applicable limits on municipal liability. No indemnification provision contained in this Agreement shall be construed to in any way limit any other indemnification provision contained in this Agreement.

18. Default.

(1) Company shall be deemed in default hereunder upon occurrence of any of the following events:

- a. Company defaults in the payment of the license fee or any other sums to Village when due, and does not cure that default within thirty (30) days of the Village providing written notice of default upon Company;
- b. Company defaults in the performance of any other term of this Agreement and does not cure that default within forty-five (45) days after written notice thereof by Village, provided that such period shall be extended as reasonably necessary in the event that Company is proceeding in good faith with due diligence to cure such default but is unable to do so within forty-five (45) days;
- c. Company abandons or vacates the Premises;
- d. Company files for relief under federal bankruptcy laws or makes any assignment for the benefit of creditors; or
- e. Company becomes insolvent.

(2) In the event there is a breach by Village with respect to any of the provisions of this Agreement or its obligations under it, Company shall give Village written notice of such breach. After receipt of such written notice, Village shall have forty-five (45) days in which to cure any such breach, provided Village shall have such extended period as may be required beyond the forty-five (45) days if the nature of the cure is such that it reasonably requires more than forty-five (45) days and Village commences the cure within the forty-five (45) day period and thereafter continuously and diligently pursues the cure to completion. Company may not maintain any action or effect any remedies for default against Village unless and until Village has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if Village fails, within ten (10) days after receipt of written notice of such breach, to perform an obligation required to be performed by Village if the failure to perform such an obligation interferes with Company's ability to conduct its business on the Property; provided, however, that if the nature of Village's obligation is such that more than ten (10) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such ten (10) day period and thereafter diligently pursued to completion. Nothing herein shall be deemed to waive or amend any notice or claims procedures or limitations that may apply pursuant to Wisconsin Statutes Chapter 893 and other applicable laws.

19. Remedies on Default. 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; provided, however, the non-defaulting Party shall use reasonable efforts to mitigate its damages in connection with a default by the other Party. In the event this License is so terminated, Village shall receive from Company a sum equal to the total of the unpaid consideration through the expiration date of the current term, and Village shall retain all prepaid consideration. Company shall not be released from any liability for the license fee for the current term hereunder by reason of Village's engaging in any legal proceedings available to it upon such default, nor shall a termination of this Agreement following default release Company from liability for the payment of the license fee for the current term as herein provided.

20. No Nuisances. Company shall not knowingly perform any acts or carry on any practices upon the Premises which may endanger or injure the Premises, Property, or surrounding area or any person or be a nuisance or menace to adjoining property owners and shall keep the Premises free and clear of debris, rubbish, junk and garbage.

21. Assignability. This Agreement may be sold, assigned or transferred by the Company without any approval or consent of the Village to the Company's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Company'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 Village, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Company or transfer upon partnership or corporate dissolution of Company shall constitute an assignment hereunder. Nothing in this Agreement shall preclude Village from licensing or leasing other space on either the Structure or the Property for any purpose to a person or entity that may be in competition with Company or any other party.

22. Termination of License.

- a. Company shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. Village agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Company shall remain the personal property of Company and Company 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. If

such time for removal causes Company to remain on the Premises after termination of this Agreement, Company shall pay the license fee at the then existing rate or pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

- b. If, during the term of this License, Village determines that the Property is needed for a special purpose by Village or any of its bureaus or departments, which special purpose would exclude Company's Communications Facilities and all other similar uses by any party other than Village itself, this License, and any extension thereof, shall be subject to cancellation by Village upon twelve (12) months' written notice to Company. In the event of such termination, Company shall not be obligated to pay any license fee hereunder during the period between the date of Village's notice of termination and the date Company vacates the Property. License fees the Company paid for any time period on and after it receives Village's notice of termination shall be refunded to Company. After the Village notifies Company of termination, Company shall remove from the Property all of its Communication Facilities.
- c. Company may terminate this Agreement at any time during the term hereof by providing written notice to Village in the event that: (i) any license, permit or other governmental approval or authority is canceled, expires or is withdrawn or terminated and Company is no longer authorized to operate its Communication Facilities from the Premises; (ii) due to changes in technology or other events beyond Company's control, Company is no longer able to utilize the Premises for its Communication Facilities; or (iii) Village requires relocation pursuant to Paragraph 24 of this Agreement. If Company provides written notice of this termination at least one year before the termination date, then Company shall not be liable to pay a license fee for any time period beyond the termination date, and the Village shall return to Company the pro-rated amount of any pre-paid license fees for any period of time beyond the termination date. If the Company does not provide -written notice of the termination at least one year prior to the termination date, the Company shall be liable to pay the license fee for one year following the date that the written notice was received by the Village, and the Village shall return to Company the pro-rated amount of any pre-paid license fee for any period of time beyond one year after the written notice was received.

23. Security for Removal.

- a. Prior to commencement of installation of Company's Communications Facilities on the Premises, Company shall establish a Security Mechanism (as hereafter defined) to ensure that the Communications Facilities will be removed and the Premises restored to its previous condition, reasonable wear and tear excepted, at termination or expiration of this Agreement. For purposes hereof, "Security Mechanism" shall mean (at Company's election): (i) an irrevocable letter of credit; or cash with the Village; or (ii) an escrow deposit established with a title company; any such security deposit, letter of credit or escrow deposit to be in the amount of Ten Thousand Dollars (\$10,000.00).
- b. In the event Company establishes a Security Mechanism by posting a cash deposit with the Village, Village shall not be responsible for paying interest on said deposit. In the event Company establishes a Security Mechanism by establishing an escrow, interest accruing on said deposit shall be payable to Company from time to time.
- c. Village shall have the right to approve the title company and the form of the escrow agreement with respect to any such escrow, or issuing bank and form of letter of credit with respect to any such letter of credit, if applicable. Any such escrow agreement or letter of credit shall, in part, include provisions that said agreement or letter of credit, as the case may be, cannot be terminated without the prior written consent of the Village and a provision that the title company or issuer, as the case may be, pay all monies held in said account to the Village upon receipt of a written statement by the Village certifying that the Communications Facilities have not been removed and the premises restored to its previous condition, reasonable wear and tear excepted, at the termination of the agreement.
- d. Company may, from time to time substitute for the then existing Security Mechanism one of the other types of Security Mechanism described herein and Village shall cooperate in connection with each such substitution.
- e. Upon final satisfaction of Company's removal obligations described in this Paragraph, all funds in the escrow or the letter of credit or the security deposit, as the case may be, shall be promptly returned to Company.

24. Relocation. In the event of unforeseeable and unusual circumstances, or the Village's determination of a need of the Property for a special use per Paragraph 22(b),

Village may, once during the term of this Agreement, including any renewal term of this Agreement, at its option, require Company to relocate the Communications Facilities, to another location on the Property, or, to other property owned or controlled by Village that is located in the general vicinity of the Premises and reasonably suitable for Company's Communications Facilities, as determined by the Company, which new location shall then constitute the Property, Structure and Premises. Village shall be responsible for 100% of the relocation costs if relocation is required during the first year of the initial term of this Agreement; 90% of the relocation costs if relocation is required during the second year of the initial term of this Agreement; 80% of the relocation costs if relocation is required during the third year of the initial term of this Agreement, 70% of the relocation costs if relocation is required during the fourth year of the initial term of this Agreement; 60% of the relocation costs if relocation is required in the fifth year of the initial term of this Agreement; and none of the relocation costs if relocation is required after the fifth year of the initial term of this Agreement.

25. Reimbursement of Costs. Company shall, upon invoice by Village reimburse Village for its costs and expenses of any type Village incurs in connection with this Agreement, the Communications Facilities, or any Village approval required hereunder, including engineering (other than contemplated in Section 9 above), legal, and other consulting fees in accordance with Village Ordinance 3.11.

26. Regulatory Filings. Upon Village's request, Company shall provide Village with copies of all non-proprietary, non-confidential petitions, applications, reports and communications submitted by Company to the FCC, Securities and Exchange Commission or any other federal or state regulatory commission or agency having jurisdiction in respect to any matter affecting this License or Company's operation of its Communications Facilities.

27. Survival of Provision. All indemnification obligations of Company under this Agreement, including Paragraphs 12, 14, and 15, shall survive the expiration or earlier termination of this Agreement.

28. Subordination. Company agrees that this Agreement shall be subject and subordinate to any and all mortgages, including all extensions, renewals, amendments, and supplements thereto now or hereafter affecting any part of the Property. Company agrees to execute and deliver promptly any instrument requested by Village or any mortgagee or trustee to further confirm the subordination of this Agreement to a particular mortgage, provided that such agreement contains reasonable consent and non-disturbance provisions to guaranty Company's continued right to use the Premises in accordance with this Agreement in the event that the mortgagee or trustee takes control of the Property.

29. Right Of First Refusal. If, during the Term of this Agreement, Village receives an offer from any entity (along with any of its affiliates) that owns, operates, manages, leases or otherwise controls towers or other facilities for wireless telecommunications or any entity that is in the business of acquiring Village's interest in

this Agreement or managing the Structure and said entity desires to acquire any of the following interests in all or a portion of the Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Village's interest in this Agreement including but not limited to the License Fee or revenue derived herefrom, whether separately or as part of the sale, transfer, grant, assignment, lease or encumbrance of the Property or other interest in this Agreement, or (vi) an option to acquire any of the foregoing, any acceptance by the Village must be conditioned upon the Company's right of first refusal, which is as follows. Village shall provide written notice to Company of said offer ("Village's Notice"). Village's Notice shall include the offeror's name, the price being offered, and other consideration being offered, the other terms and conditions of the offer, any due diligence period, the proposed closing date and, if a portion of the Property is to be sold or otherwise transferred, a description of said portion. Company shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Village's Notice the property right described in Village's Notice for the Premises. If the Village's Notice is for more than the Premises and Company elects to acquire such interest in only the Premises, the terms and conditions of said acquisition shall be on the same terms and conditions as in Village's Notice but the price shall be pro-rated based on the Premises. Other than Company's rights hereunder nothing herein prevents the Village and Company from agreeing upon different mutually agreeable terms. If Company does not exercise its right of first refusal by written notice to Village within thirty (30) days of receipt of Village's Notice, Village may sell the property as described in Village's Notice. If Company declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Company's right of first refusal shall survive any such conveyance. Nothing herein shall be interpreted to require the Village to convey any interest in the Premises or the Property, at any time or under any circumstances.

30. Rights Upon Sale. Should Village, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than Company, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by Company, 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 this Agreement and any such purchaser or transferee shall recognize Company's rights hereunder under the terms of this Agreement. To the extent that Village grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by Company for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, Village shall not be released from its obligations to Company under this Agreement, and Company shall have the right to look to Village and the third party for the full performance of this Agreement.

31. Estoppel Certificate. Company shall, from time to time, but no more than twice in any calendar year, upon not less than thirty (30) business days prior request by Village, deliver to Village a statement in writing certifying that (i) this Agreement is unmodified and in full force (or if there have been modifications, that the Agreement is in

full force as modified and identifying the modifications); (ii) the dates to which the license fee and other charges hereunder have been paid; and (iii) so far as the person making the certificate knows, Village is not in default under any provision of this Agreement; and (iv) such other matters as Village may reasonably request.

32. No Limitation on Authority. Nothing contained in this Agreement shall limit or interfere with or be construed to limit or interfere with any of Village's rights or powers, including Village's authority in enforcement of its municipal ordinances, including its zoning code, unless specifically and explicitly granted to Company in this Agreement contrary to Village's rights and powers.

33. Memorandum of Agreement. The parties hereby agree to execute and record a short form memorandum of this Agreement outlining the basic provisions of this Agreement relating to the initial term, the Company's renewal options and access rights and such other basic terms mutually agreed upon by the parties.

34. Applicable Law and Severability. This Agreement and any interpretation thereof shall be ruled by the internal laws of the State of Wisconsin. If one or more of the terms hereof are found to be void or invalid, those terms shall be deemed inoperative and null and void, and shall be deemed modified to conform to such rule of law, all without invalidating any of the remaining provisions of this Agreement or the enforceability thereof, which shall continue in full force and effect.

35. Miscellaneous. This Agreement constitutes the entire agreement and modification of or amendment to this Agreement must be in writing and executed by both parties. Company and Village represent that each has full right, power and authority to sign this Agreement.

36. Notices. All notices hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following address:

If to Village, to:

Village Administrator
Village of Sussex
N64W23760 Main Street
Sussex, WI 53089

If to Company, to:

Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate

IN WITNESS THEREOF, the parties have caused this Agreement to be executed on the date and year first written above.

VILLAGE:

By:_____

Name:_____

Title: Village President

Date:_____

By:_____

Name:_____

Title: Village Clerk/Treasurer

Date:_____

COMPANY:

By:_____

Name: _____

Title: _____

Date:_____

EXHIBIT A

LEGAL FOR PARENT PARCEL

ALL THAT PARCEL OF LAND IN THE SUSSEX IN THE COUNTY OF WAUKESHA AND STATE OF WISCONSIN AS MORE FULLY DESCRIBED IN DEED DOCUMENT NUMBER 2089161 AND PARCEL # SUXV0278999005, BEING KNOWN AND DESIGNATED AS:

EXCEPTING AND RESERVING THEREFROM THAT PROPERTY CONVEYED FROM VILLAGE OF SUSSEX TO STEVEN O. DABLE AND MICHELLE OLSON BY DEED DATED 11/25/1997 AND RECORDED 12/18/1997, DOC # 2273429, WAUKESHA COUNTY RECORDS.

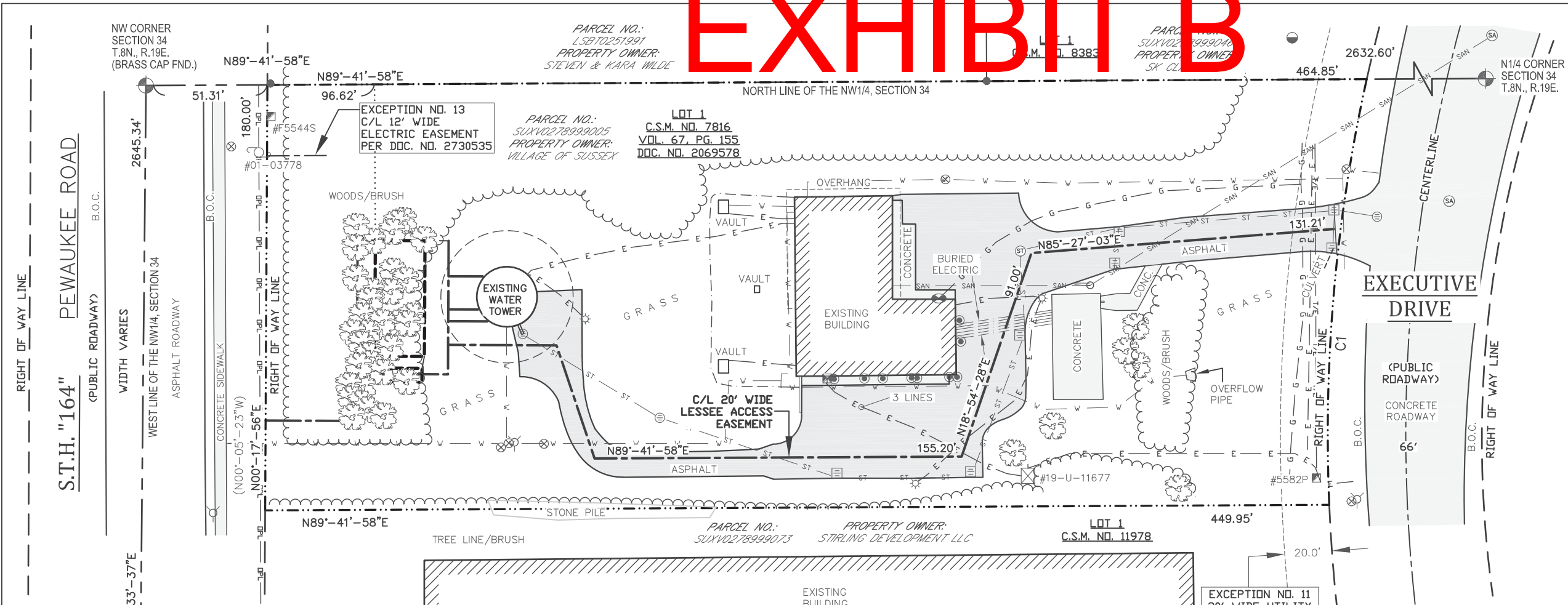
PARCEL NUMBER: SUXV0278999005

BEING THE SAME PROPERTY ACQUIRED BY VILLAGE OF SUSSEX BY DEED OF MLI/SCC LIMITED PARTNERSHIP, DATED 11/21/1995 AND RECORDED 12/22/1995 IN DOCUMENT NUMBER : 2089161

EXHIBIT B

SHEET INDEX		SCOPE OF WORK		CONSULTANT:	
NO.:	SHEET TITLE	PROJECT DESCRIPTION		Edge Consulting Engineers, Inc. 624 WATER STREET PRAIRIE DU SAC, WI 53578 608.644.1449 VOICE 608.644.1549 FAX www.edgeconsult.com	
G-001	TITLE SHEET	PROJECT TYPE: 118' ± WATER TOWER EQUIPMENT: 15'-0" x 45' MOUNTED SHIELDED GENERATOR: EXTERIOR TERTIARY DIESEL GENERATOR RF DESCRIPTION (VERIFY WITH RFDS) PRO. ANTENNA C/L: 120'-6" ABOVE T.O.C. ANTENNAS: (9) PRO. PANEL ANTENNA(S) (3) PRO. AIR6449 ANTENNA/RADIO(S) (3) PRO. 4408 RADIO/ANTENNA(S) CABLES: (3) PRO. HYBRID LINE(S) EQUIPMENT: (3) PRO. SURGE PROTECTOR(S) (9) PRO. REMOTE RADIO UNIT(S)		CLIENT: verizon	
G-002	GENERAL SPECIFICATIONS				
G-003	GENERAL SPECIFICATIONS	STRUCTURAL		CHICAGO SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS 1701 GOLF ROAD TOWER 2, SUITE 400 ROLLING MEADOW, IL 60008	
1-4	SURVEY *				
VzW C-101	SITE PLAN	TOWER ANALYSIS: KRECH OJARD & ASSOCIATES, INC. REPORT #: 222002.17 DATED: 09/26/2022 CONCLUSION: PASS MOUNT ANALYSIS: KRECH OJARD & ASSOCIATES, INC. REPORT #: 222002.17 DATED: 09/26/2022 CONCLUSION: PASS		HWY 164 & K (FUZE # 16805550) PEWAUKEE, WISCONSIN CONSTRUCTION DRAWINGS 118' ± WATER TOWER	
VzW C-102	ENLARGED SITE PLAN				
VzW C-103	COMPOUND PLAN	CONTRACTOR TO REVIEW STRUCTURAL REPORT IN ITS ENTIRETY. ANY DISCREPANCIES OR DISAGREEMENTS BETWEEN THE REPORT AND THESE PLANS SHOULD BE RESOLVED PRIOR TO CONSTRUCTION.		TITLE SHEET HWY 164 & K (FUZE # 16805550) PEWAUKEE, WISCONSIN	
VzW C-104	EQUIPMENT ROOM LAYOUT PLAN				
VzW C-501	COAX ENCLOSURE AND GPS DETAILS	SITE LOCATION MAP		DIRECTORY	
VzW C-502	CONSTRUCTION DETAILS				
VzW L-101	LANDSCAPE PRESERVATION PLAN	PROJECT INFO		SITE LOCATION: W249N5889 EXECUTIVE DRIVE PEWAUKEE, WI 53072 E911 ADDRESS: TBD VERIZON LOCATION #: 557386 PROPERTY/ TOWER OWNER: VILLAGE OF SUSSEX N64W23760 MAIN STREET SUSSEX, WI 53089 SITE COORDINATES (PER 1-A CERTIFICATE): AT CENTER OF EXISTING WATER TOWER LAT: 43°-07'-09.19" LONG: 88°-14'-37.74" GROUND ELEVATION (NAVD 88): 960.0' PLSS INFORMATION: BEING A PART OF THE NW1/4 OF THE NW1/4, SECTION 34, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY WISCONSIN TAX KEY NUMBER: SUXV0278999005 ZONED: I1-INSTITUTIONAL DISTRICT	
VzW L-102	LANDSCAPE PLAN				
VzW L-501	LANDSCAPE DETAILS	CONTRACTOR TO REVIEW STRUCTURAL REPORT IN ITS ENTIRETY. ANY DISCREPANCIES OR DISAGREEMENTS BETWEEN THE REPORT AND THESE PLANS SHOULD BE RESOLVED PRIOR TO CONSTRUCTION.		CLIENT: CHICAGO SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS 1701 GOLF ROAD TOWER 2, SUITE 400 ROLLING MEADOW, IL 60008 CONTACT: DAVID HENDRIXON PHONE: 231-578-8860 ENGINEERING COMPANY: EDGE CONSULTING ENGINEERS, INC. 624 WATER STREET PRAIRIE DU SAC, WI 53578 PROJECT MANAGER: PAUL MOLITOR PHONE: 608.644.1449 FAX: 608.644.1549 SITE ACQUISITION: TERRA CONSULTING GROUP CONTACT: PETE SCHAU PHONE: 773.919.5112 SURVEYOR: MERIDIAN SURVEYING, LLC N9637 FRIENDSHIP DRIVE KAUKAUNA, WI 54130 CONTACT: CRAIG KEACH PHONE: 920.993.0881	
VzW A-101	SHELTER FOUNDATION PLAN				
VzW A-102	SHELTER FRAMING PLAN	SITE LOCATION MAP		DIRECTORY	
VzW A-201	SHELTER ELEVATIONS				
VzW A-202	SHELTER FRAMING ELEVATIONS	HWY 164 & K (FUZE # 16805550) PEWAUKEE, WISCONSIN CONSTRUCTION DRAWINGS 118' ± WATER TOWER		PROJECT INFO	
VzW A-501	SHELTER FOUNDATION DETAILS				
VzW A-502	SHELTER FRAMING DETAILS	TOWER ANALYSIS: KRECH OJARD & ASSOCIATES, INC. REPORT #: 222002.17 DATED: 09/26/2022 CONCLUSION: PASS MOUNT ANALYSIS: KRECH OJARD & ASSOCIATES, INC. REPORT #: 222002.17 DATED: 09/26/2022 CONCLUSION: PASS		SITE LOCATION: W249N5889 EXECUTIVE DRIVE PEWAUKEE, WI 53072 E911 ADDRESS: TBD VERIZON LOCATION #: 557386 PROPERTY/ TOWER OWNER: VILLAGE OF SUSSEX N64W23760 MAIN STREET SUSSEX, WI 53089 SITE COORDINATES (PER 1-A CERTIFICATE): AT CENTER OF EXISTING WATER TOWER LAT: 43°-07'-09.19" LONG: 88°-14'-37.74" GROUND ELEVATION (NAVD 88): 960.0' PLSS INFORMATION: BEING A PART OF THE NW1/4 OF THE NW1/4, SECTION 34, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY WISCONSIN TAX KEY NUMBER: SUXV0278999005 ZONED: I1-INSTITUTIONAL DISTRICT	
VzW A-503	SHELTER FRAMING DETAILS				
VzW T-001	ANTENNA SPECIFICATIONS	CONTRACTOR TO REVIEW STRUCTURAL REPORT IN ITS ENTIRETY. ANY DISCREPANCIES OR DISAGREEMENTS BETWEEN THE REPORT AND THESE PLANS SHOULD BE RESOLVED PRIOR TO CONSTRUCTION.		CLIENT: CHICAGO SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS 1701 GOLF ROAD TOWER 2, SUITE 400 ROLLING MEADOW, IL 60008 CONTACT: DAVID HENDRIXON PHONE: 231-578-8860 ENGINEERING COMPANY: EDGE CONSULTING ENGINEERS, INC. 624 WATER STREET PRAIRIE DU SAC, WI 53578 PROJECT MANAGER: PAUL MOLITOR PHONE: 608.644.1449 FAX: 608.644.1549 SITE ACQUISITION: TERRA CONSULTING GROUP CONTACT: PETE SCHAU PHONE: 773.919.5112 SURVEYOR: MERIDIAN SURVEYING, LLC N9637 FRIENDSHIP DRIVE KAUKAUNA, WI 54130 CONTACT: CRAIG KEACH PHONE: 920.993.0881	
VzW T-002	EQUIPMENT SPECIFICATIONS				
VzW T-003	MOUNTING SPECIFICATIONS	SITE LOCATION MAP		DIRECTORY	
VzW T-201	TOWER ELEVATION				
VzW T-301	ANTENNA CONFIGURATION	HWY 164 & K (FUZE # 16805550) PEWAUKEE, WISCONSIN CONSTRUCTION DRAWINGS 118' ± WATER TOWER		PROJECT INFO	
VzW T-501	ANTENNA MOUNT AND INSTALLATION DETAILS				
VzW T-502	RF SUMMARY	TOWER ANALYSIS: KRECH OJARD & ASSOCIATES, INC. REPORT #: 222002.17 DATED: 09/26/2022 CONCLUSION: PASS MOUNT ANALYSIS: KRECH OJARD & ASSOCIATES, INC. REPORT #: 222002.17 DATED: 09/26/2022 CONCLUSION: PASS		SITE LOCATION: W249N5889 EXECUTIVE DRIVE PEWAUKEE, WI 53072 E911 ADDRESS: TBD VERIZON LOCATION #: 557386 PROPERTY/ TOWER OWNER: VILLAGE OF SUSSEX N64W23760 MAIN STREET SUSSEX, WI 53089 SITE COORDINATES (PER 1-A CERTIFICATE): AT CENTER OF EXISTING WATER TOWER LAT: 43°-07'-09.19" LONG: 88°-14'-37.74" GROUND ELEVATION (NAVD 88): 960.0' PLSS INFORMATION: BEING A PART OF THE NW1/4 OF THE NW1/4, SECTION 34, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY WISCONSIN TAX KEY NUMBER: SUXV0278999005 ZONED: I1-INSTITUTIONAL DISTRICT	
VzW T-503	RF SUMMARY				
VzW T-504	CABLING DETAILS	CONTRACTOR TO REVIEW STRUCTURAL REPORT IN ITS ENTIRETY. ANY DISCREPANCIES OR DISAGREEMENTS BETWEEN THE REPORT AND THESE PLANS SHOULD BE RESOLVED PRIOR TO CONSTRUCTION.		CLIENT: CHICAGO SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS 1701 GOLF ROAD TOWER 2, SUITE 400 ROLLING MEADOW, IL 60008 CONTACT: DAVID HENDRIXON PHONE: 231-578-8860 ENGINEERING COMPANY: EDGE CONSULTING ENGINEERS, INC. 624 WATER STREET PRAIRIE DU SAC, WI 53578 PROJECT MANAGER: PAUL MOLITOR PHONE: 608.644.1449 FAX: 608.644.1549 SITE ACQUISITION: TERRA CONSULTING GROUP CONTACT: PETE SCHAU PHONE: 773.919.5112 SURVEYOR: MERIDIAN SURVEYING, LLC N9637 FRIENDSHIP DRIVE KAUKAUNA, WI 54130 CONTACT: CRAIG KEACH PHONE: 920.993.0881	
VzW T-505	CABLE ROUTING				
VzW T-506	CABLE ROUTING	SITE LOCATION MAP		DIRECTORY	
S-001**	STRUCTURAL SPECIFICATIONS				
S-002**	MODIFICATION INSPECTION CHECKLIST	HWY 164 & K (FUZE # 16805550) PEWAUKEE, WISCONSIN CONSTRUCTION DRAWINGS 118' ± WATER TOWER		PROJECT INFO	
S-101**	RAIL MODIFICATION PLAN				
S-501**	RAIL MODIFICATION DETAILS	TOWER ANALYSIS: KRECH OJARD & ASSOCIATES, INC. REPORT #: 222002.17 DATED: 09/26/2022 CONCLUSION: PASS MOUNT ANALYSIS: KRECH OJARD & ASSOCIATES, INC. REPORT #: 222002.17 DATED: 09/26/2022 CONCLUSION: PASS		SITE LOCATION: W249N5889 EXECUTIVE DRIVE PEWAUKEE, WI 53072 E911 ADDRESS: TBD VERIZON LOCATION #: 557386 PROPERTY/ TOWER OWNER: VILLAGE OF SUSSEX N64W23760 MAIN STREET SUSSEX, WI 53089 SITE COORDINATES (PER 1-A CERTIFICATE): AT CENTER OF EXISTING WATER TOWER LAT: 43°-07'-09.19" LONG: 88°-14'-37.74" GROUND ELEVATION (NAVD 88): 960.0' PLSS INFORMATION: BEING A PART OF THE NW1/4 OF THE NW1/4, SECTION 34, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY WISCONSIN TAX KEY NUMBER: SUXV0278999005 ZONED: I1-INSTITUTIONAL DISTRICT	
S-502**	TOWER MODIFICATION DETAILS				
VzW E-001	GENERATOR SPECIFICATIONS	CONTRACTOR TO REVIEW STRUCTURAL REPORT IN ITS ENTIRETY. ANY DISCREPANCIES OR DISAGREEMENTS BETWEEN THE REPORT AND THESE PLANS SHOULD BE RESOLVED PRIOR TO CONSTRUCTION.		CLIENT: CHICAGO SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS 1701 GOLF ROAD TOWER 2, SUITE 400 ROLLING MEADOW, IL 60008 CONTACT: DAVID HENDRIXON PHONE: 231-578-8860 ENGINEERING COMPANY: EDGE CONSULTING ENGINEERS, INC. 624 WATER STREET PRAIRIE DU SAC, WI 53578 PROJECT MANAGER: PAUL MOLITOR PHONE: 608.644.1449 FAX: 608.644.1549 SITE ACQUISITION: TERRA CONSULTING GROUP CONTACT: PETE SCHAU PHONE: 773.919.5112 SURVEYOR: MERIDIAN SURVEYING, LLC N9637 FRIENDSHIP DRIVE KAUKAUNA, WI 54130 CONTACT: CRAIG KEACH PHONE: 920.993.0881	
VzW E-002	GENERATOR SPECIFICATIONS				
VzW E-101	GROUNDING PLAN	SITE LOCATION MAP		DIRECTORY	
VzW E-102	UTILITY PLAN				
VzW E-103	SHELTER ELECTRICAL PLAN	HWY 164 & K (FUZE # 16805550) PEWAUKEE, WISCONSIN CONSTRUCTION DRAWINGS 118' ± WATER TOWER		PROJECT INFO	
VzW E-104	EQUIPMENT ROOM GROUNDING PLAN				
VzW E-501	GROUNDING DETAILS	TOWER ANALYSIS: KRECH OJARD & ASSOCIATES, INC. REPORT #: 222002.17 DATED: 09/26/2022 CONCLUSION: PASS MOUNT ANALYSIS: KRECH OJARD & ASSOCIATES, INC. REPORT #: 222002.17 DATED: 09/26/2022 CONCLUSION: PASS		SITE LOCATION: W249N5889 EXECUTIVE DRIVE PEWAUKEE, WI 53072 E911 ADDRESS: TBD VERIZON LOCATION #: 557386 PROPERTY/ TOWER OWNER: VILLAGE OF SUSSEX N64W23760 MAIN STREET SUSSEX, WI 53089 SITE COORDINATES (PER 1-A CERTIFICATE): AT CENTER OF EXISTING WATER TOWER LAT: 43°-07'-09.19" LONG: 88°-14'-37.74" GROUND ELEVATION (NAVD 88): 960.0' PLSS INFORMATION: BEING A PART OF THE NW1/4 OF THE NW1/4, SECTION 34, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY WISCONSIN TAX KEY NUMBER: SUXV0278999005 ZONED: I1-INSTITUTIONAL DISTRICT	
VzW E-502	GROUNDING DETAILS				
VzW E-503	GROUNDING DETAILS	CONTRACTOR TO REVIEW STRUCTURAL REPORT IN ITS ENTIRETY. ANY DISCREPANCIES OR DISAGREEMENTS BETWEEN THE REPORT AND THESE PLANS SHOULD BE RESOLVED PRIOR TO CONSTRUCTION.		CLIENT: CHICAGO SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS 1701 GOLF ROAD TOWER 2, SUITE 400 ROLLING MEADOW, IL 60008 CONTACT: DAVID HENDRIXON PHONE: 231-578-8860 ENGINEERING COMPANY: EDGE CONSULTING ENGINEERS, INC. 624 WATER STREET PRAIRIE DU SAC, WI 53578 PROJECT MANAGER: PAUL MOLITOR PHONE: 608.644.1449 FAX: 608.644.1549 SITE ACQUISITION: TERRA CONSULTING GROUP CONTACT: PETE SCHAU PHONE: 773.919.5112 SURVEYOR: MERIDIAN SURVEYING, LLC N9637 FRIENDSHIP DRIVE KAUKAUNA, WI 54130 CONTACT: CRAIG KEACH PHONE: 920.993.0881	
VzW E-504	UTILITY DETAILS				
VzW E-505	ELECTRICAL DETAILS	SITE LOCATION MAP		DIRECTORY	
VzW E-506	ELECTRICAL DETAILS				
VzW RF-001	RADIO FREQUENCY REPORT	HWY 164 & K (FUZE # 16805550) PEWAUKEE, WISCONSIN CONSTRUCTION DRAWINGS 118' ± WATER TOWER		PROJECT INFO	
VzW RF-002	RADIO FREQUENCY REPORT				
VzW N-001	NOTICE TO CONTRACTOR	TOWER ANALYSIS: KRECH OJARD & ASSOCIATES, INC. REPORT #: 222002.17 DATED: 09/26/2022 CONCLUSION: PASS MOUNT ANALYSIS: KRECH OJARD & ASSOCIATES, INC. REPORT #: 222002.17 DATED: 09/26/2022 CONCLUSION: PASS		SITE LOCATION: W249N5889 EXECUTIVE DRIVE PEWAUKEE, WI 53072 E911 ADDRESS: TBD VERIZON LOCATION #: 557386 PROPERTY/ TOWER OWNER: VILLAGE OF SUSSEX N64W23760 MAIN STREET SUSSEX, WI 53089 SITE COORDINATES (PER 1-A CERTIFICATE): AT CENTER OF EXISTING WATER TOWER LAT: 43°-07'-09.19" LONG: 88°-14'-37.74" GROUND ELEVATION (NAVD 88): 960.0' PLSS INFORMATION: BEING A PART OF THE NW1/4 OF THE NW1/4, SECTION 34, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY WISCONSIN TAX KEY NUMBER: SUXV0278999005 ZONED: I1-INSTITUTIONAL DISTRICT	
* COMPLETED BY OTHERS					
** SEE STRUCTURAL ANALYSIS FOR APPROVED DETAILS AND SPECIFICATIONS; DETAILS INCLUDED IN CONSTRUCTION DRAWINGS FOR CONVENIENCE ONLY.		UTILITY INFORMATION		ENGINEER SEAL:	
CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS/CONDITIONS ON SITE. IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO PERFORMING ANY WORK OR BE RESPONSIBLE FOR THE SAME.					
APPLICABLE CODES		ELECTRIC SERVICE PROVIDER TBD CONTACT: PHONE: WORK ORDER #: FIBER SERVICE PROVIDER TBD CONTACT: PHONE: WORK ORDER #:		I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN.	
2015 INTERNATIONAL BUILDING CODE (IBC) 2015 INTERNATIONAL FIRE CODE (IFC) 2015 INTERNATIONAL MECHANICAL CODE (IMC) 2014 NATIONAL ELECTRIC CODE (NEC) 2015 INTERNATIONAL ENERGY CONSERVATION CODE (IECC) 2015 INTERNATIONAL EXISTING BUILDING CODE (IEBC)					
		ONE CALL SYSTEMS INTERNATIONAL TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN, CALL DIGGERS HOTLINE TOLL FREE: 1-800-242-8511 FAX A LOCATE: 1-800-242-5811 WI STATUTE 182.0175 (1974) REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE		SIGNATURE: _____ DATE: _____	
				CHECKED BY: PCM PLOT DATE: 2/27/2023 PROJECT NUMBER: 32691 SET TYPE: DRAFT SHEET NUMBER: G-001	

EXHIBIT B



CENTER OF EXISTING WATER TOWER

LATITUDE: 43°-07'-09.19"
LONGITUDE: 88°-14'-37.74"
(Per North American Datum of 83/2011)

Top of Whip Antenna Elevation: 1090.0'
(Highest Point)

Top of Water Tower Elevation: 1081.9'
Top of Vent Elevation: 1081.6'

Paint Ring Elevation: 1028.5'
Paint Ring Elevation: 1023.6'

Ground Elevation: 960.0'
(Per North American Vertical Datum of 1988)

SURVEYOR'S CERTIFICATE

I, Steven C. DeJong, Professional Land Surveyor of Meridian Surveying, LLC., certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

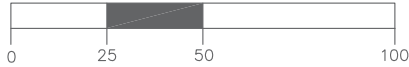
Dated this _____ day of _____, 2022.

WISCONSIN PROFESSIONAL LAND SURVEYOR
Steven C. DeJong, S-2791

—LEGEND—

- = 1" X 18" IRON PIPE SET
- = 1" IRON PIPE FOUND
- ⊙ = COUNTY MONUMENT FOUND
- () = RECORDED INFORMATION
- ⊙ = METAL POST
- ⊗ = WATER VALVE
- ⊕ = FIRE HYDRANT
- ⊙ = STORM MANHOLE
- ⊙ = STORM INLET (ROUND)
- ⊙ = STORM INLET (SQUARE)
- ⊙ = MANHOLE
- ⊙ = TELEPHONE PEDESTAL
- ⊙ = LIGHT POLE
- ⊙ = ELECTRIC METER
- ⊙ = ELECTRIC TRANSFORMER
- ⊙ = EXISTING POWER POLE
- B.O.C. = BACK OF CURB
- ST — ST — = STORM SEWER MAIN
- SAN — = SANITARY SEWER MAIN
- E — E — = BURIED ELECTRIC
- OPL — OPL — = OVERHEAD ELECTRIC
- T/E — T/E — = BURIED ELEC. & TELE.
- W — W — = WATER MAIN
- G — G — = BURIED GAS LINE
- — — = EDGE OF BRUSH/WOODS
- — — = PROPERTY LINE
- ⊙ = EXISTING TREE

GRAPHIC SCALE
1 inch = 50 ft.



CURVE TABLE					
Curve #	Radius	Length	Delta	Chord	
C1	691.50'	181.29	015°01'16"	S5°01'36"W	180.77'

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.

—DIGGERS HOTLINE TICKET NO. 20220903237.

—PRIVATE UTILITIES MARKED ON 3-07-2022.

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

—ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD MAPS, THE EXISTING TELECOMMUNICATIONS SITE IS LOCATED IN ZONE "X", FIRM PANEL NO. 55133C0201G, DATED NOVEMBER 05 2014, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. ZONE "X" IS DESIGNATED AS: "AREA OF MINIMAL FLOOD HAZARD".

WETLAND NOTE:

—THE PRESENCE AND LOCATION OF WETLANDS HAS NOT BEEN DETERMINED ON THIS PROPERTY. WETLANDS SHOULD ONLY BE DETERMINED BY ACTUAL FIELD DELINEATION PERFORMED BY A QUALIFIED WETLAND SPECIALIST.

SURVEYED FOR:

Edge
Consulting Engineers, Inc.
624 Water Street
Prairie du Sac, WI 53578
608.644.1449 voice
608.644.1549 fax
www.edgeconsult.com

SURVEYED FOR:

verizon

1515 WOODFIELD ROAD
SUITE 1400
SCHAUMBURG, IL 60173

MERIDIAN
SURVEYING, LLC

N9637 Friendship Drive Office: 920-993-0881
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:

HWY 164 & K

SITE NUMBER:

557386

SITE ADDRESS:

W249N5889 EXECUTIVE DRIVE
PEWAUKEE, WI 53072

PROPERTY OWNER:

VILLAGE OF SUSSEX
N64W23760 MAIN STREET
SUSSEX, WI 53089

PARCEL NO.: SUXV0278999005

ZONED: I1-INSTITUTIONAL DISTRICT

DEED REFERENCE: DOC. NO. 2089161

LEASE EXHIBIT

FOR

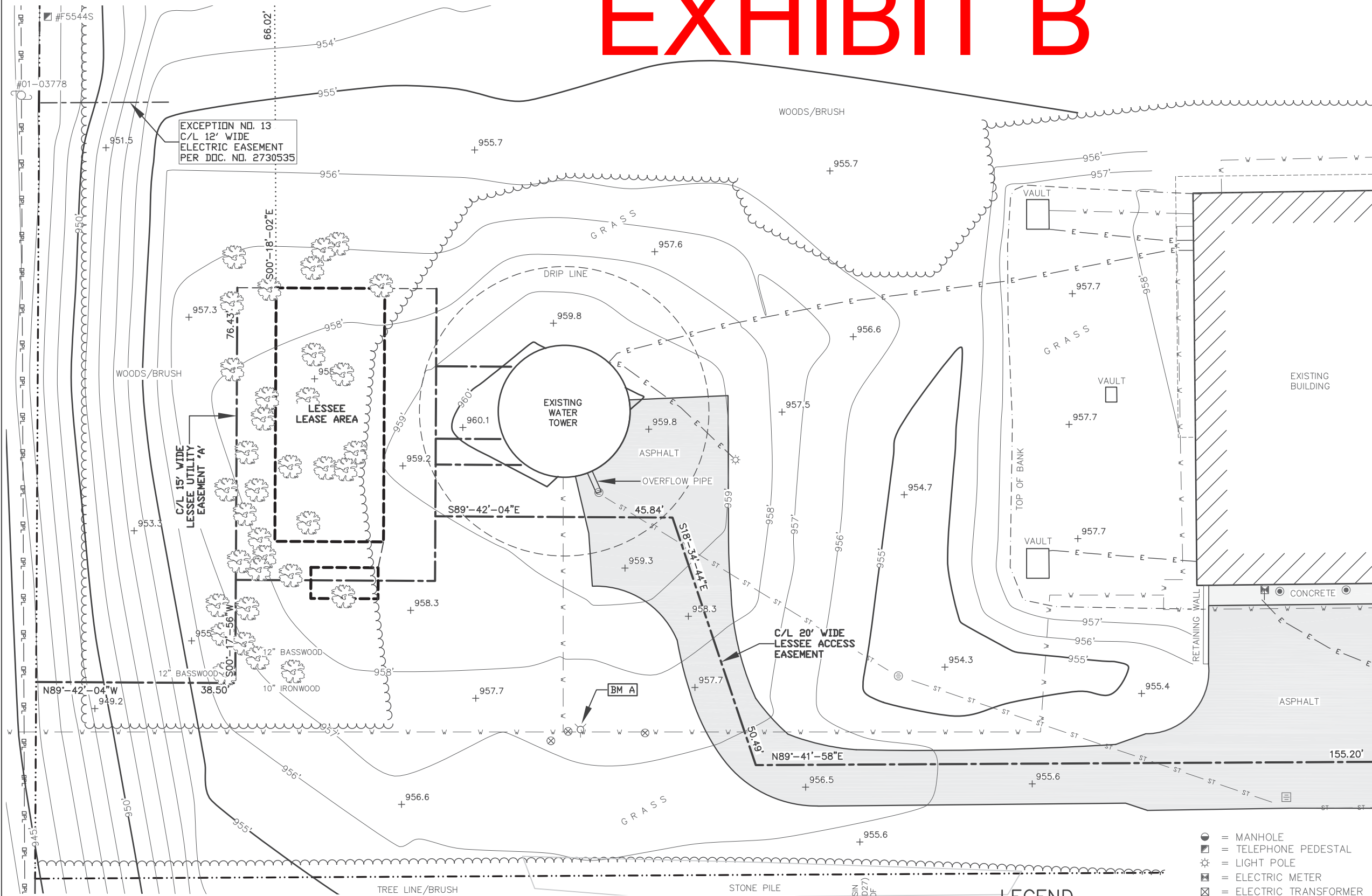
VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP d/b/a VERIZON WIRELESS

BEING A PART OF THE NW1/4 OF THE
NW1/4, SECTION 34, T.8N., R.19E.,
VILLAGE OF SUSSEX,
WAUKESHA COUNTY, WISCONSIN

5	12-5-22	Revised Easements	JB
4	10-26-22	Added Tree Info	JB
3	10-14-22	Added Lease & Easements	JB
2	4-26-22	Added Title Report Review	JB
1	3-14-22	Preliminary Survey	JD
NO.	DATE	DESCRIPTION	BY

DRAWN BY: J.D.	FIELD WORK DATE: 3-7-22
CHECKED BY: S.C.D.	FIELD BOOK: P-308, PG. 5
JOB NO.: 13505	SHEET 1 OF 4

EXHIBIT B



SURVEYOR'S CERTIFICATE
I, Steven C. DeJong, Professional Land Surveyor of Meridian Surveying, LLC., certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

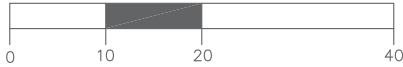
Dated this _____ day of _____, 2022.

WISCONSIN PROFESSIONAL LAND SURVEYOR
Steven C. DeJong, S-2791

BENCHMARK INFORMATION

SITE BENCHMARK: (BM A)
CHISELED "X" ON TOP OF FLANGE BOLT OF HYDRANT NEXT TO OPEN ARROW ON NW SIDE
ELEVATION: 959.20'

GRAPHIC SCALE
1 inch = 20 ft.



BEARINGS REFERENCED TO THE WISCONSIN
STATE PLANE COORDINATE SYSTEM (NAD27)
- SOUTH ZONE AND THE NORTH LINE OF
THE NW1/4, SECTION 34, T.8N., R.19E.,
WHICH BEARS: N89°-41'-58"E

—LEGEND—

- = 1" X 18" IRON PIPE SET
- = 1" IRON PIPE FOUND
- ⊙ = COUNTY MONUMENT FOUND
- () = RECORDED INFORMATION
- ⊙ = METAL POST
- ⊗ = WATER VALVE
- ⊕ = FIRE HYDRANT
- ⊙ = STORM MANHOLE
- ⊙ = STORM INLET (ROUND)
- ⊙ = STORM INLET (SQUARE)

- ⊙ = MANHOLE
- ⊙ = TELEPHONE PEDESTAL
- ⊙ = LIGHT POLE
- ⊙ = ELECTRIC METER
- ⊙ = ELECTRIC TRANSFORMER
- ⊙ = EXISTING POWER POLE

- B.O.C. = BACK OF CURB
- ST — ST — = STORM SEWER MAIN
- SAN — = SANITARY SEWER MAIN
- E — E — = BURIED ELECTRIC
- DPL — DPL — = OVERHEAD ELECTRIC
- T/E — T/E — = BURIED ELEC. & TELE.
- V — V — = WATER MAIN
- G — G — = BURIED GAS LINE
- ~~~~~ = EDGE OF BRUSH/WOODS
- - - - - = PROPERTY LINE

SURVEYED FOR:

Edge
Consulting Engineers, Inc.
624 Water Street
Prairie du Sac, WI 53578
608.644.1449 voice
608.644.1549 fax
www.edgeconsult.com

SURVEYED FOR:

verizon

1515 WOODFIELD ROAD
SUITE 1400
SCHAUMBURG, IL 60173

MERIDIAN
SURVEYING, LLC

N9637 Friendship Drive Office: 920-993-0881
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:
HWY 164 & K

SITE NUMBER:
557386

SITE ADDRESS:
W249N5889 EXECUTIVE DRIVE
PEWAUKEE, WI 53072

PROPERTY OWNER:
VILLAGE OF SUSSEX
N64W23760 MAIN STREET
SUSSEX, WI 53089

PARCEL NO.: SUXV0278999005

ZONED: I1-INSTITUTIONAL DISTRICT

DEED REFERENCE: DOC. NO. 2089161

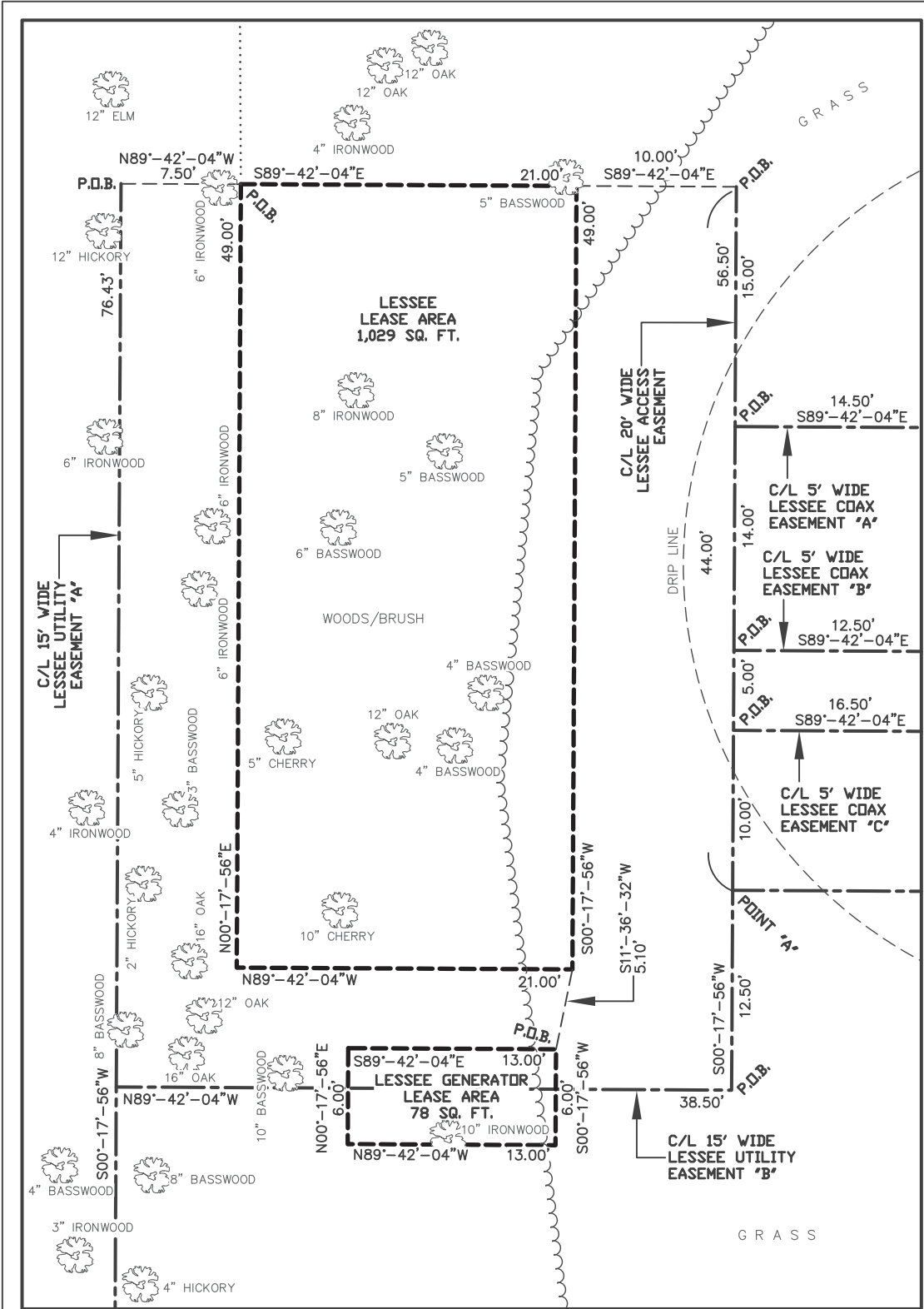
LEASE EXHIBIT

FOR
VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP d/b/a VERIZON WIRELESS
BEING A PART OF THE NW1/4 OF THE
NW1/4, SECTION 34, T.8N., R.19E.,
VILLAGE OF SUSSEX,
WAUKESHA COUNTY, WISCONSIN

NO.	DATE	DESCRIPTION	BY
5	12-5-22	Revised Easements	JB
4	10-26-22	Added Tree Info	JB
3	10-14-22	Added Lease & Easements	JB
2	4-26-22	Added Title Report Review	JB
1	3-14-22	Preliminary Survey	JD

DRAWN BY: J.D.	FIELD WORK DATE: 3-7-22
CHECKED BY: S.C.D.	FIELD BOOK: P-308, PG. 5
JOB NO.: 13505	SHEET 2 OF 4

EXHIBIT B

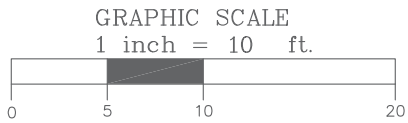


SURVEYOR'S CERTIFICATE

I, Steven C. DeJong, Professional Land Surveyor of Meridian Surveying, LLC., certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this _____ day of _____, 2022.

WISCONSIN PROFESSIONAL LAND SURVEYOR
Steven C. DeJong, S-2791



PARENT PARCEL

ALL THAT PARCEL OF LAND IN THE SUSSEX TOWNSHIP OF WAUKESHA AND STATE OF WISCONSIN AS MORE FULLY DESCRIBED IN DEED DOCUMENT NUMBER 2081161 AND PARCEL # 133V027899001, BEING KNOWN AND DESIGNATED AS:

EXCEPTING AND RESERVING THEREFROM THAT PROPERTY CONVEYED FROM VILLAGE OF SUSSEX TO STEVEN O. DABLE AND MICHELLE OLSON BY DEED DATED 11/25/1997 AND RECORDED 12/18/1997, DOC # 2273429, WAUKESHA COUNTY RECORDS.

PARCEL NUMBER: SUXV0278999005

BEING THE SAME PROPERTY ACQUIRED BY VILLAGE OF SUSSEX BY DEED OF MLI/SCC LIMITED PARTNERSHIP, DATED 11/21/1995 AND RECORDED 12/22/1995 IN DOCUMENT NUMBER : 2089161

TITLE REPORT REVIEW

TITLE REPORT: AMC SETTLEMENT SERVICES

COMMITMENT NO. 50024312

EFFECTIVE DATE: MARCH 11, 2022

FEE SIMPLE TITLE VESTED IN: VILLAGE OF SUSSEX

NOTE: THE STATEMENT OF APPLICABILITY REFERS TO THE LEASE SITE AND ANY EASEMENTS PERTINENT THEREUNTO WHERE SPECIFIC ENCUMBRANCES AFFECT THE LEASE SITE AND/OR A PERTINENT EASEMENT, THEY ARE IDENTIFIED AS SUCH.

SCHEDULE B-II

(1-7)THESE ARE GENERAL STATEMENTS AND NOT SPECIFIC ENCUMBRANCES AND OTHERWISE NON-SURVEY RELATED ITEMS.

(8) SUBJECT TO AWARD OF DAMAGES BY WAUKESHA COUNTY BOARD OF SUPERVISORS TO COUNTY HIGHWAY COMMITTEE FOR IMPROVEMENT OF COUNTY TRUNK HIGHWAY "J" RECORDED 07/06/1970 IN DOCUMENT NUMBER 764021, WAUKESHA COUNTY RECORDS. **THIS DESCRIBES THE PRESENT DAY RIGHT OF WAY FOR S.T.H. 164 (PEWAUKEE ROAD). PLOTTED AND SHOWN.**

(9) SUBJECT TO DECLARATION OF PROTECTIVE COVENANTS FOR SUSSEX CORPORATE CENTER BY MOONEY LESAVAGE INVESTMENTS, INC., AS GENERAL PARTNER OF, AND ON BEHALF OF, MLI/SCC LIMITED PARTNERSHIP AND MLI/TRAPP LIMITED PARTNERSHIP DATED 09/08/1995 AND RECORDED 09/27/1995 IN DOCUMENT NUMBER 2069577, WAUKESHA COUNTY RECORDS. **DOES APPLY BUT IS NOT A SURVEY RELATED MATTER.**

(10) SUBJECT TO ANY MATTERS AS MAY BE SHOWN ON CERTIFIED SURVEY MAP NO. 7815 DATED 09/13/1995 AND RECORDED 09/27/1995 IN DOCUMENT NUMBER 2069576, WAUKESHA COUNTY RECORDS. **ALL EASEMENT AND ENCUMBRANCES, IF ANY, ARE PLOTTED AND SHOWN.** AFFIDAVIT OF CORRECTION FOR CERTIFIED SURVEY MAP NO. 7815 DATED 02/21/1996 AND RECORDED 04/01/1996 IN DOCUMENT NUMBER 2112246, WAUKESHA COUNTY RECORDS.

(11) SUBJECT TO ANY MATTERS AS MAY BE SHOWN ON CERTIFIED SURVEY MAP NO. 7816 DATED 09/14/1995 AND RECORDED 09/27/1995 IN DOCUMENT NUMBER 2069578, WAUKESHA COUNTY RECORDS. **ALL EASEMENT AND ENCUMBRANCES, IF ANY, ARE PLOTTED AND SHOWN.**

(12) SUBJECT TO GRANT OF EASEMENT FOR ELECTRIC, GAS AND COMMUNICATION SERVICE FROM MLI/SCC LIMITED PARTNERSHIP AND MLI/TRAPP LIMITED PARTNERSHIP TO WISCONSIN ELECTRIC POWER COMPANY, WISCONSIN BELL, INC. AND WISCONSIN GAS COMPANY DATED 09/14/1995 AND RECORDED 09/27/1995 IN DOCUMENT NUMBER 2069579, WAUKESHA COUNTY RECORDS. **DOES NOT APPLY TO THE SUBJECT PROPERTY.**

(13) SUBJECT TO OVERHEAD DISTRIBUTION EASEMENT FROM VILLAGE OF SUSSEX TO WISCONSIN ELECTRIC POWER COMPANY DATED 11/27/2001 AND RECORDED 12/10/2001 IN DOCUMENT NUMBER 2730535, WAUKESHA COUNTY RECORDS. **DOES APPLY AND IS PLOTTED AND SHOWN.**

(14) SUBJECT TO ENROLLED ORDINANCE 158-22, AMENDMENT TO WAUKESHA COUNTY STREET AND HIGHWAY WIDTH MAP BY THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA RECORDED 09/18/2003 IN DOCUMENT NUMBER 3067628, WAUKESHA COUNTY RECORDS. **DOES APPLY BUT IS NOT A SURVEY RELATED MATTER.**

—LEGEND—

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- = 1" IRON PIPE FOUND
- ⊙ = COUNTY MONUMENT FOUND
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- ⊗ = WATER VALVE
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- ⊕ = EXISTING POWER POLE
- B.O.C. = BACK OF CURB

BEARINGS REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM (NAD27) SOUTH ZONE AND THE NORTH LINE OF THE NW1/4, SECTION 34, T.8N., R.19E., WHICH BEARS: N69°-41'-58"E

SURVEYED FOR:

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608.644.1449 voice
608.644.1549 fax
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SURVEYED FOR:

verizon

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SCHAUMBURG, IL 60173

MERIDIAN
SURVEYING, LLC

N9637 Friendship Drive Office: 920-993-0881
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:
HWY 164 & K

SITE NUMBER:
557386

SITE ADDRESS:
**W249N5889 EXECUTIVE DRIVE
PEWAUKEE, WI 53072**

PROPERTY OWNER:
VILLAGE OF SUSSEX
N64W23760 MAIN STREET
SUSSEX, WI 53089

PARCEL NO.: SUXV0278999005

ZONED: I1-INSTITUTIONAL DISTRICT

DEED REFERENCE: DOC. NO. 2089161

LEASE EXHIBIT
FOR
VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP d/b/a VERIZON WIRELESS
BEING A PART OF THE NW1/4 OF THE
NW1/4, SECTION 34, T.8N., R.19E.,
VILLAGE OF SUSSEX,
WAUKESHA COUNTY, WISCONSIN

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1	3-14-22	Preliminary Survey	JD
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DRAWN BY:	J.D.	FIELD WORK DATE:	3-7-22
CHECKED BY:	S.C.D.	FIELD BOOK:	P-308, PG. 5
JOB NO.:	13505	SHEET	3 OF 4



EXHIBIT B

EXCAVATION & CONSTRUCTION NOTES

SOIL EROSION AND SEDIMENTATION CONTROLS/ BEST MANAGEMENT PRACTICES:
TO PREVENT ANY NEGATIVE IMPACT TO THE SENSITIVE RECEPTOR, EROSION AND
EROSION CONTROL MEASURES, SUCH AS SILT FENCES, STRAW WATTLES, AND OTHER
STORM-WATER BEST MANAGEMENT PRACTICES, MUST BE IMPLEMENTED PRIOR TO
AND MAINTAINED THROUGHOUT CONSTRUCTION

STAGING AND STOCKPILING RESTRICTIONS:
CONSTRUCTION RELATED STAGING AND STOCKPILING OF SOILS AND EQUIPMENT MAY
NOT OCCUR IN THE VICINITY OF THE SENSITIVE RECEPTORS OR IN A MANNER THAT
WILL CAUSE IMPACTS

SEE "NOTICE TO CONTRACTOR" DOCUMENTS AT THE END OF THESE DRAWINGS FOR
ADDITIONAL INFORMATION

CONSULTANT:



CLIENT:



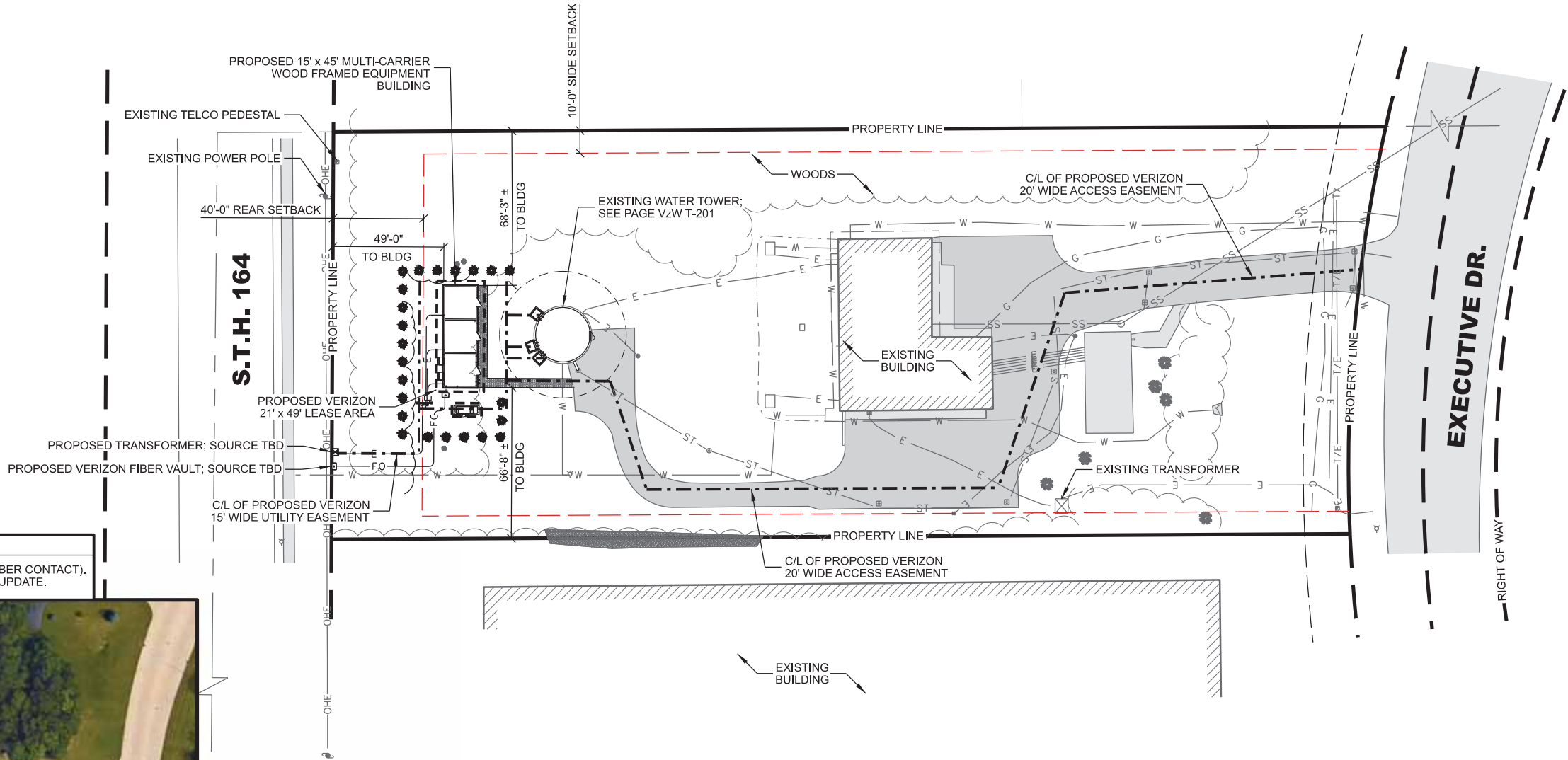
SITE PLAN
HWY 164 & K (FUZE # 16805550)
PEWAUKEE, WISCONSIN

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
CV	08/30/22	FOR SA
CV	10/06/22	REV. A
CV	12/05/22	REV. B
CV	02/27/23	REV. C

CHECKED BY:	PCM
PLOT DATE:	2/27/2023
PROJECT NUMBER:	32691
SET TYPE:	DRAFT
SHEET NUMBER:	VzW C-101

© EDGE CONSULTING ENGINEERS, INC.



UTILITY NOTE:

PER VILLAGE RESTRICTIONS; ALL
UTILITIES ARE TO BE ROUTED FROM
S.T.H. 164 SIDE OF THE PROPERTY

NOTE:

- FIBER COORDINATION IS NOT COMPLETE (PENDING FIBER CONTACT).
PRIOR TO CONSTRUCTION, CONTACT DESIGNER FOR UPDATE.



APPROX. SHELTER LOCATION

A

AERIAL OVERVIEW OF SITE

I:\32691\32691\Design\CAD\CD\Plot\1\2\1_C-101.dgn



S.T.H. 164

EXISTING POWER POLE

CONCRETE SIDEWALK

NOTE:

- FIBER COORDINATION IS NOT COMPLETE (PENDING FIBER CONTACT). PRIOR TO CONSTRUCTION, CONTACT DESIGNER FOR UPDATE.



A

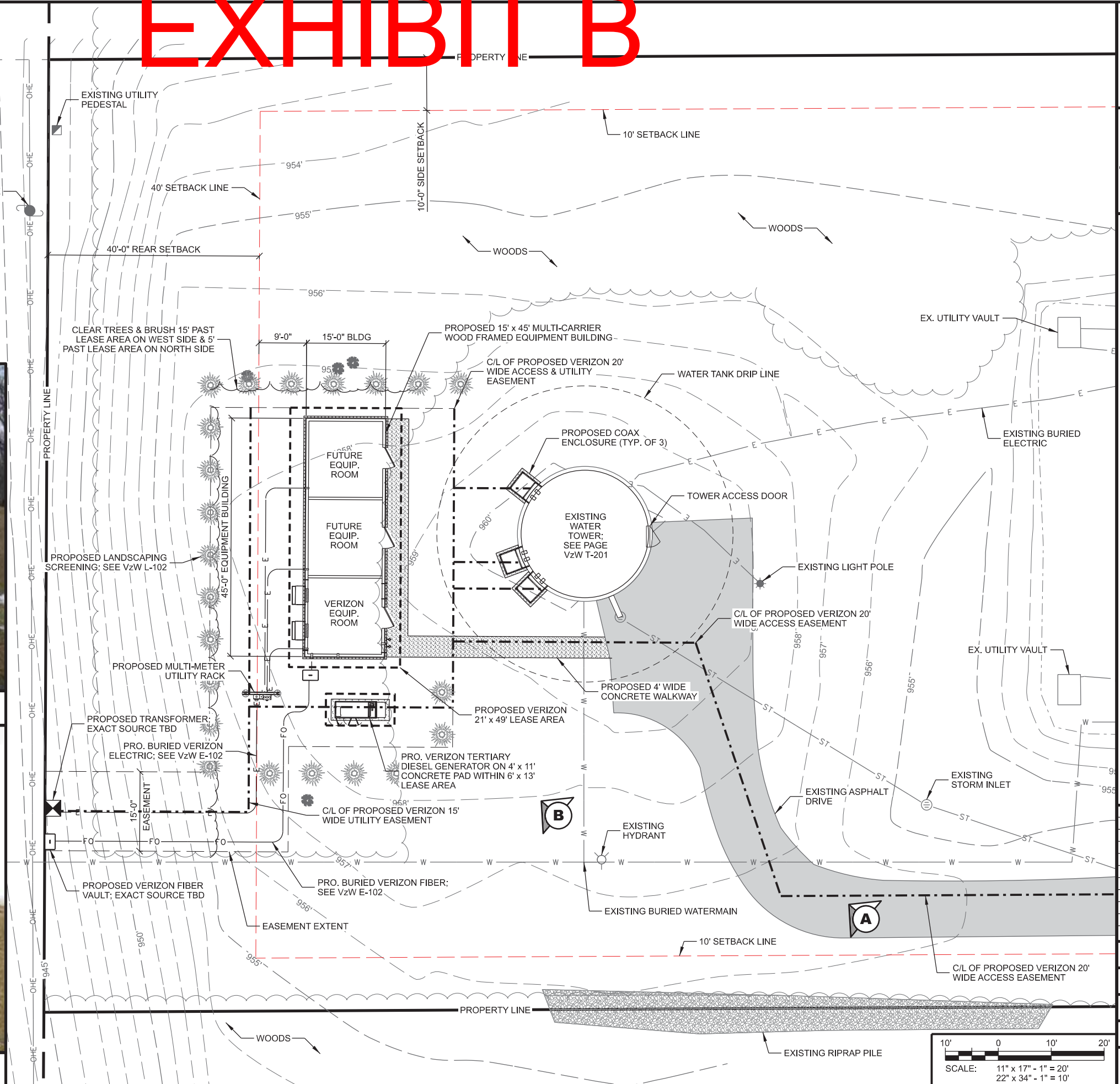
SITE OVERVIEW



B

PROPOSED BUILDING LOCATION

EXHIBIT B



CONSULTANT:

Edge
Consulting Engineers, Inc.
624 WATER STREET
PRAIRIE DU SAC, WI 53578
608.644.1449 VOICE
608.644.1549 FAX
www.edgeconsult.com

CLIENT:

verizon
CHICAGO SMSA LIMITED PARTNERSHIP
d/b/a VERIZON WIRELESS
1701 GOLF ROAD
TOWER 2, SUITE 400
ROLLING MEADOW, IL 60008

ENLARGED SITE PLAN
HWY 164 & K (FUZE # 16805550)
PEWAUKEE, WISCONSIN

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
CV	08/30/22	FOR SA
CV	10/06/22	REV. A
CV	12/05/22	REV. B
CV	02/27/23	REV. C

CHECKED BY:

PCM

PLOT DATE:

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PROJECT NUMBER:

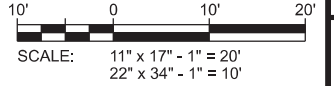
32691

SET TYPE:

DRAFT

SHEET NUMBER:

VzW C-102



N:\32691\32691\Design\CAD\CDD\Plot\PlotVzW_C-102.dgn



NOTE:

EXTERIOR OF PROPOSED EQUIPMENT BUILDING TO MATCH EXISTING BUILDING. FINAL BRICK COLOR TO BE SELECTED BY THE VILLAGE PER MANUFACTURERS SAMPLES

WOODS
CLEAR TREES & BRUSH A MAXIMUM 15' BEYOND WEST SIDE OF LEASE AREA TO ACCOMMODATE BURIED UTILITIES AND GROUNDING

PROPOSED LANDSCAPING SCREENING; SEE VzW L-102

WOODS

EASEMENT EXTENT

PRO. MULTI-METER UTILITY RACK. SEE VzW E-504
PROPOSED VERIZON BURIED ELECTRIC; SEE VzW E-102

C/L OF PROPOSED VERIZON 15' WIDE UTILITY EASEMENT

PROPOSED VERIZON BURIED FIBER; SEE VzW E-102

PROPOSED 15' x 45' MULTI-CARRIER WOOD FRAMED EQUIPMENT BUILDING

E = 957.7'
P = 959.58'
T.O.F. = 959.75'

FUTURE EQUIP. RM

FUTURE EQUIP. RM

F.F. ELEV. = 960.42'

PROPOSED VERIZON EQUIP. RM

PROPOSED TUBE ENTRY WITH 4" PORT FOR GPS CABLE(S)

PROPOSED VERIZON FIBER VAULT

PRO. BURIED CONDUITS FROM GENERATOR

PRO. 11'-0" PAD
PRO. 13'-0" LEASE AREA

PROPOSED VERIZON TERTIARY DIESEL GENERATOR ON 4' x 11' CONCRETE PAD WITHIN PROPOSED 6' x 13' LEASE AREA. SEE PAGES VzW E-001 & E-002

EASEMENT EXTENT

PRO. 15'-0" BUILDING

PROPOSED VERIZON 21' x 49' LEASE AREA

E = 957.6'
P = 959.58'
T.O.F. = 959.75'

PROPOSED 4' WIDE CONCRETE SIDE WALK

(4) PROPOSED BURIED 8" DIA. SCH. 40 PVC CONDUITS (TYP.) FOR FUTURE CARRIER

(4) PROPOSED BURIED 8" DIA. SCH. 40 PVC CONDUITS (TYP.) FOR FUTURE CARRIER

(2) PROPOSED WALL MOUNTED GPS ANTENNAS; SEE VzW C-501 FOR DETAILS

E = 958.7'
P = 959.58'
T.O.F. = 959.75'

C/L OF PROPOSED VERIZON 15' WIDE UTILITY EASEMENT

C/L OF POSSIBLE FUTURE 5' WIDE COAX EASEMENT

C/L OF PROPOSED VERIZON 5' WIDE COAX EASEMENT

C/L OF PROPOSED VERIZON 20' WIDE ACCESS EASEMENT

EXISTING BURIED WATERMAIN

TANK DRIP LINE

PROPOSED COAX ENCLOSURE AT TOWER BASE; (TYP. OF 3). SEE VzW C-501 FOR DETAILS

EXISTING WATER TOWER; SEE PAGE VzW T-201

(4) PRO. 6" DIA. BELL PENETRATIONS (TYP. AT 3 LOCATIONS); SEE PAGE S-502 FOR DETAILS

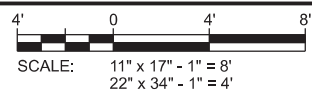
OVERFLOW PIPE

E = 959.5'

ASPHALT TURNAROUND

MATCH TOP OF CONCRETE INTO ASPHALT

TOWER ACCESS DOOR



CONSULTANT:

Edge
Consulting Engineers, Inc.
624 WATER STREET
PRAIRIE DU SAC, WI 53578
608.644.1449 VOICE
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CLIENT:

verizon
CHICAGO SMSA LIMITED PARTNERSHIP
d/b/a VERIZON WIRELESS
1701 GOLF ROAD
TOWER 2, SUITE 400
ROLLING MEADOW, IL 60008

COMPOUND PLAN
HWY 164 & K (FUZE # 16805550)
PEWAUKEE, WISCONSIN

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
CV	08/30/22	FOR SA
CV	10/06/22	REV. A
CV	12/05/22	REV. B
CV	02/27/23	REV. C

CHECKED BY:

PCM

PLOT DATE:

2/27/2023

PROJECT NUMBER:

32691

SET TYPE:

DRAFT

SHEET NUMBER:

VzW C-103

EXHIBIT B

ITEM LIST

DOOR, 4870 16 GA. GALV., W/ 161 PREP POLYSTYRENE INSULATION, 1.5 HOUR FIRE RATED

DOOR LOCK

LOCK GUARD, 5" x 7"

PULL HANDLE

DOOR STOP (BLACK RUBBER)

MAGNETIC DOOR ALARM (SENTROL #1085-N) OR APPROVED EQUAL

DOOR CLOSURE, 90°

SIGN NFPA "SULFURIC ACID (BATTERIES) MSDS HZRD BLUE 3, RED 0, YELLOW 2, WHITE BLANK

FIXTURE, LED EXIT/ FLOOD COMBO WITH RED LETTERS WHITE BOX

FIXTURE, INTERIOR LIGHT, 32W, W/A 1 BULB 201 CORRIDOR SURFACE MOUNT W/ LENS COVER (TYP. OF 3)

SWITCH 20AMP 120V SINGLE POLE AC TOGGLE. MOUNT 54" A.F.F.

SWITCH 20AMP 120V TOGGLE W/ 2 SWITCH COVER IN 4X4 JUNCTION BOX

20AMP DUPLEX RECEPTACLE/ 4" X 4" J.B. MOUNT 18" ABOVE FINISHED FLOOR

4" X 4" J.B. (1/2" & 3/4" KNOCKOUT)

SMOKE DETECTOR

HIGH/ LOW TEMP AIR ALARM (#2E206) OR APPROVED EQUAL

GROUND BAR 1/4" x 4" x 24" GALV. STEEL STAMPED "PROPERTY OF VERIZON" (MASTER)

GROUND BAR 1/4" x 4" x 20" GALV. STEEL STAMPED "PROPERTY OF VERIZON" (INTERIOR)

TELCO GROUND BAR 1/4" x 4" x 8" GALV. STEEL STAMPED "PROPERTY OF VERIZON" (INTERIOR)

FIRE EXTINGUISHER, 10# CO2 W/ TAG

EYE WASH STATION, 1QT. BOTTLE

FIRST AID KIT

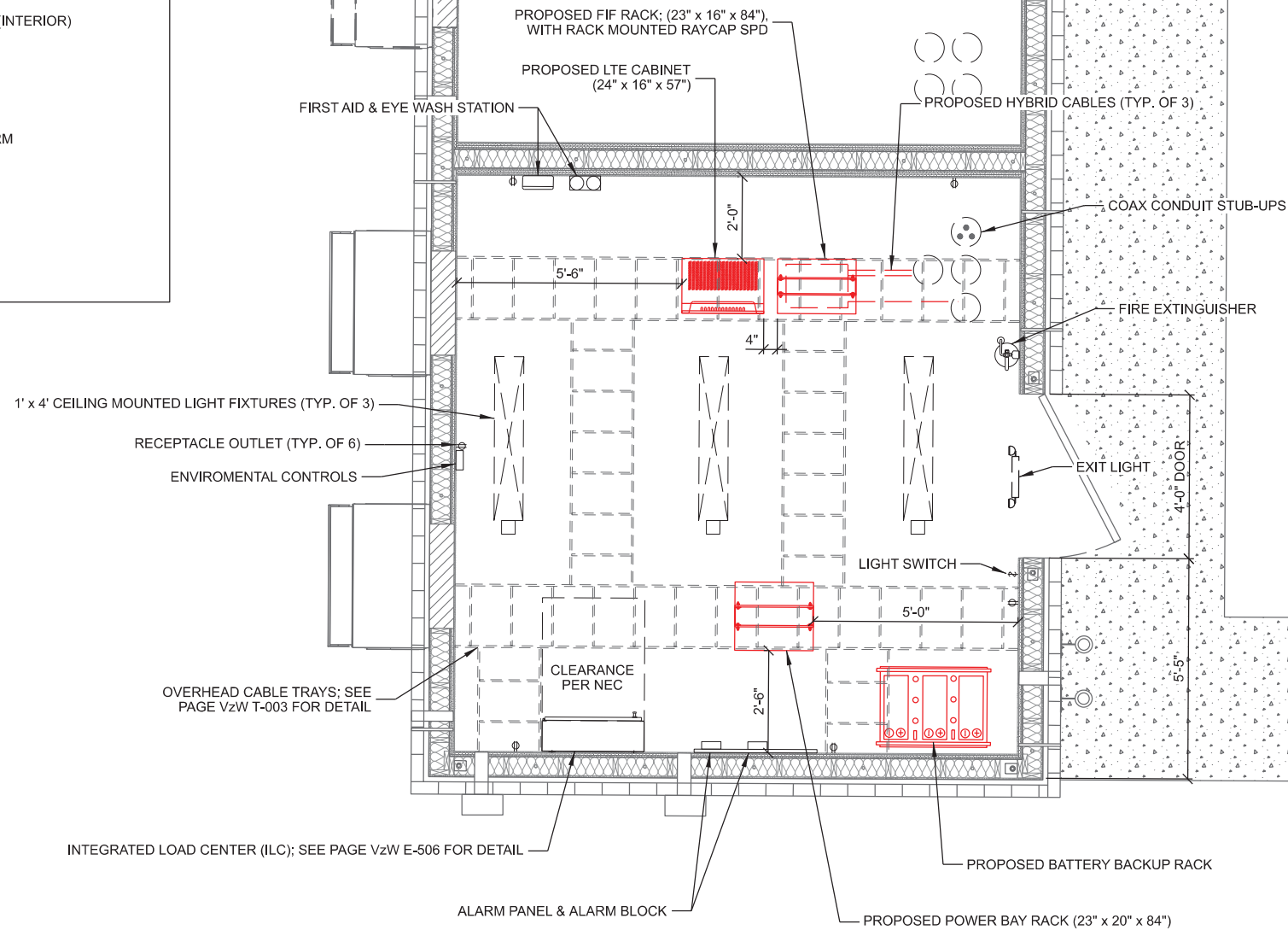
6" x 6" ALARM JUNCTION BOX. SUPPLIED AND INSTALLED BY ELECTRICIAN. ALL ALARM WIRING CONDUITS WILL JOIN HERE & BE ROUTED TO 66 PUNCH BLOCK

DATA PUNCH DOWN BLOCK MOUNTED ON TELCO BOARD

HIGH HUMIDTY ALARM (#2E453) OR APPROVED EQUAL

INTEGRATED LOAD CENTER PANEL

18" WIDE CABLE TRAY



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1701 GOLF ROAD
TOWER 2, SUITE 400
ROLLING MEADOW, IL 60008

EQUIPMENT ROOM LAYOUT PLAN HWY 164 & K (FUZE # 16805550) PEWAUKEE, WISCONSIN

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
CV	08/30/22	FOR SA
CV	10/06/22	REV. A
CV	12/05/22	REV. B
CV	02/27/23	REV. C

CHECKED BY: PCM

PLOT DATE: 2/27/2023

PROJECT NUMBER: 32691

SET TYPE: DRAFT

SHEET NUMBER: VzW C-104

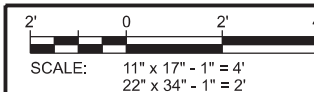


EXHIBIT B



SIDE WALK

PROPERTY LINE



SIDE WALK

EXISTING HYDRANT

- Woods
- (12) BASSWOOD
 - (10) IRONWOOD
 - (4) SHAGBARK HICKORY
 - (2) CHERRY
 - (3) OAK
 - (31) IN TOTAL

LEGEND: (THIS SHEET)



EXISTING TREE TO REMAIN



EXISTING TREE TO BE REMOVED

CONSULTANT:

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LANDSCAPE PRESERVATION PLAN HWY 164 & K (FUZE # 16805550) PEWAUKEE, WISCONSIN



A

SITE OVERVIEW



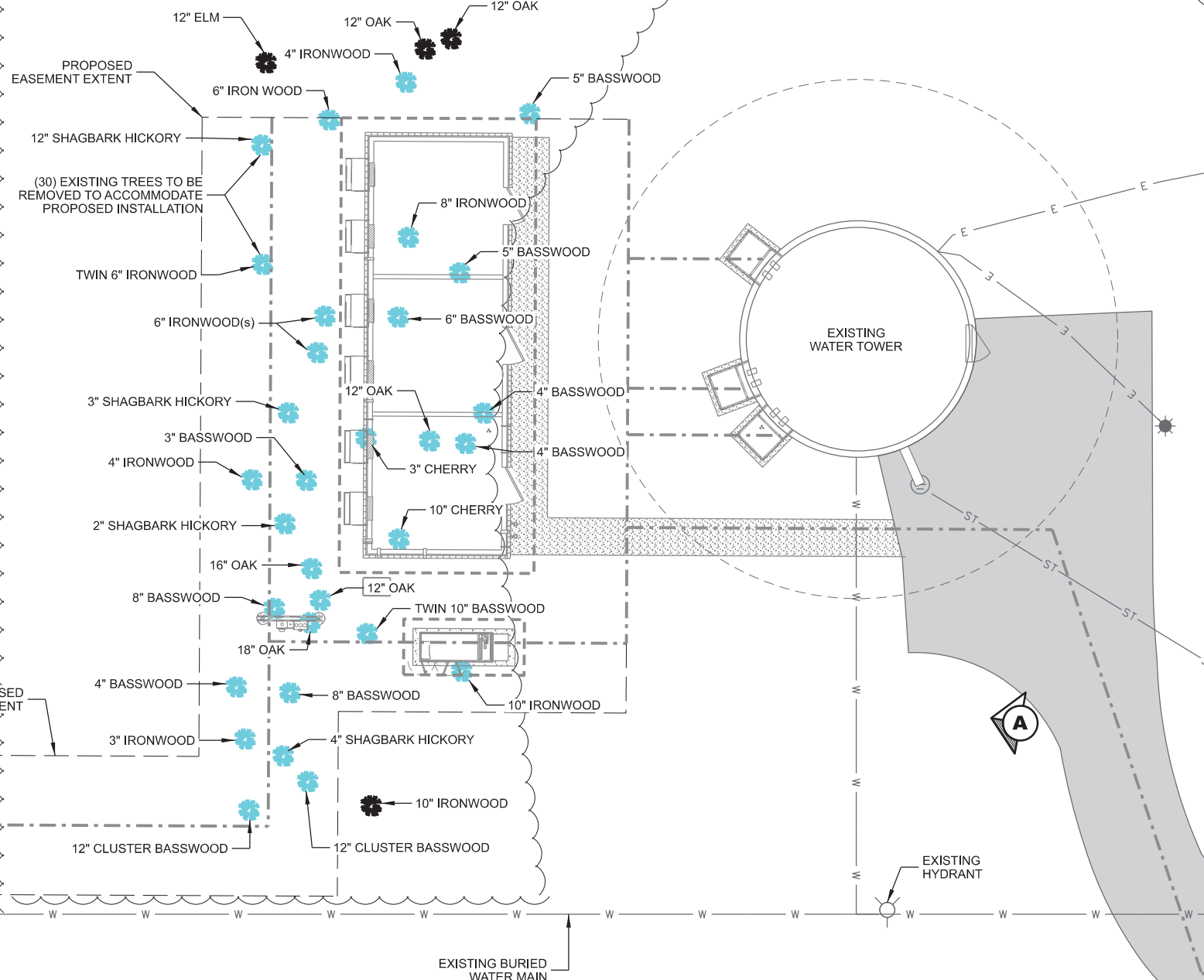
B

SITE OVERVIEW



C

APPROX. UTILITY RACK LOCATION



SUBMITTAL:

INT.	DATE	DESCRIPTION
CV	08/30/22	FOR SA
CV	10/06/22	REV. A
CV	12/05/22	REV. B
CV	02/27/23	REV. C

CHECKED BY: PCM

PLOT DATE: 2/27/2023

PROJECT NUMBER: 32691

SET TYPE: DRAFT

SHEET NUMBER: L-101

LEGEND: (THIS SHEET)



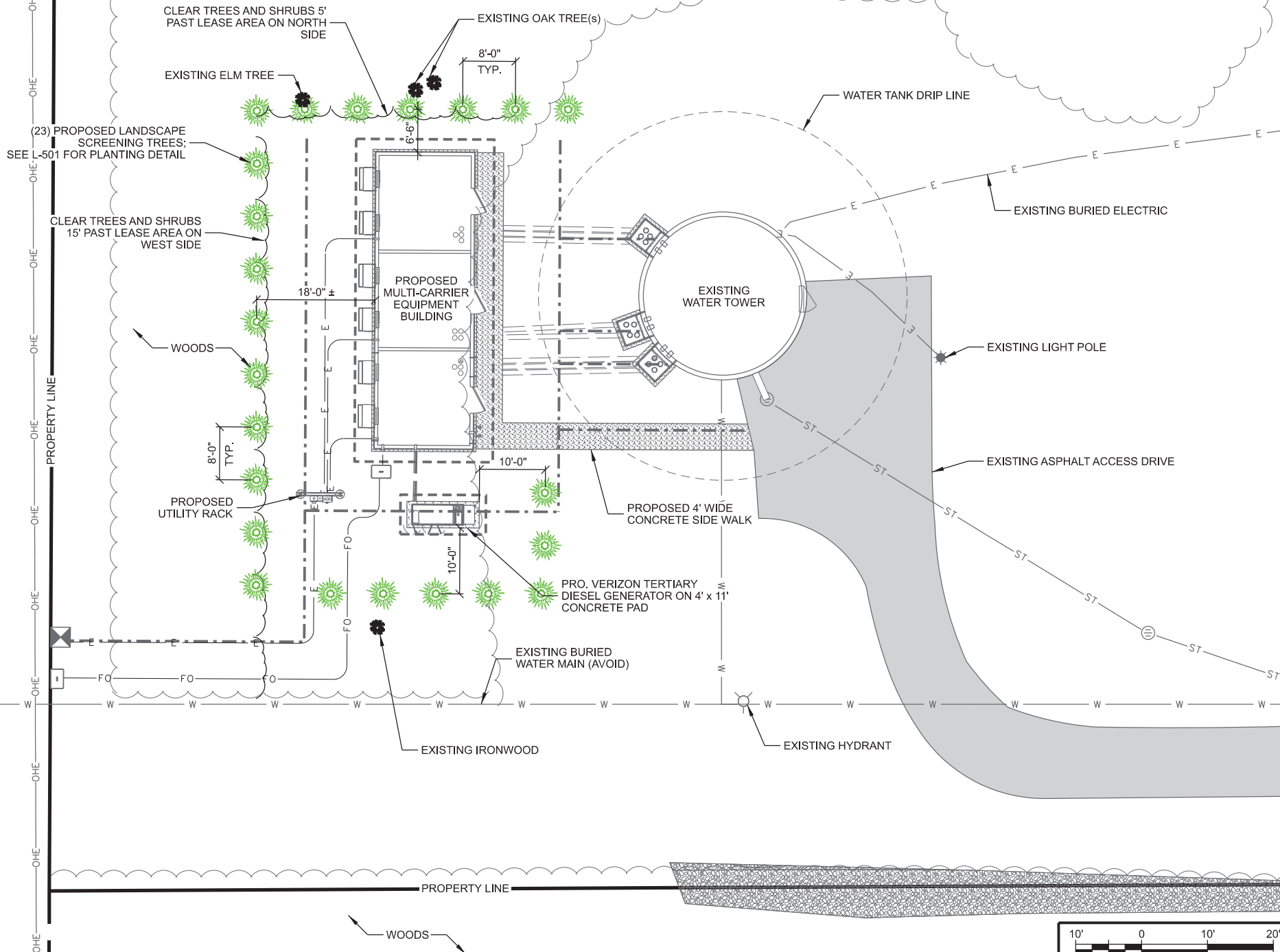
(23) DARK GREEN ARBORVITAE
Thuja occidentalis 'Nigra'
MIN. PLANTING SIZE = 5' Height



S.T.H. 164

CONCRETE SIDE WALK

EXHIBIT B



NOTES: (THIS SHEET)

1. PLANT CONTAINER OR BALLED-AND-BURLAPED PLANTS IN SPRING OR FALL.
2. PLANT ON A RAISED BED TO ENSURE PROPER DRAINAGE.
3. ALL EXPOSED AREAS SHALL BE PROTECTED AGAINST WASHOUTS AND SOIL EROSION.
4. MINIMIZE DISTURBANCE TO EXISTING SITE TREES, PLANTS AND NATURAL ROCK OUT AS MUCH AS POSSIBLE FOR PROPOSED CONSTRUCTION.
5. ALL PROPOSED LANDSCAPE TREES AND SHRUBS SHALL BE PURCHASED FROM A LOCAL NURSERY WITH PLANT STOCK THAT ARE ACCLIMATED TO THE CLIMATIC VARIATION OF THE LOCAL REGION.
6. BEFORE LANDSCAPE TREES ARE PLANTED, APPROPRIATE UTILITY COMPANIES SHOULD BE CONTACTED. FOR EXACT LOCATION OF UNDERGROUND UTILITIES, CONTACT DIGGERS HOT LINE LISTED ON G-001.
7. ALL DISTURBED SOILS LOCATED ADJACENT TO THE COMPOUND AND/OR WITHIN THE PLANTING AREAS SHALL BE LOOSENEED PRIOR TO ALL LANDSCAPE PLANTING.
8. AMEND NATIVE SOIL AS REQUIRED WITH ORGANIC MATTER SUCH AS PEAT MOSS AND/OR MANURE TO ENSURE ROOT ESTABLISHMENT OF NEWLY PLANTED TREES IF THE NATIVE SOIL CONSISTS OF SANDY LOAMS OR CLAYEY SOILS.
9. A ROOT STIMULATOR SUCH AS HI-YIELD OR EQUIVALENT SHALL BE UTILIZED PER THE MANUFACTURERS RECOMMENDATIONS AT THE TIME OF PLANTING.
10. MAINTENANCE TO INCLUDE WATERING OF NEWLY PLANTED TREES AT MINIMUM ONCE PER WEEK WITH A HOSE ON TRICKLE AT THE BASE OF THE TRUNK FOR A MIN. 30 MINUTES PER PLANT UNTIL FINAL ROOT ESTABLISHMENT, AND DURING DROUGHT CONDITIONS; AND SHEARING/ PRUNING OF LANDSCAPE TREES TO PROVIDE ACCESS AROUND COMPOUND AND TO THE ADJACENT DRAINAGE AREA.

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LANDSCAPE PLAN
HWY 164 & K (FUZE # 16805550)
PEWAUKEE, WISCONSIN

SUBMITTAL:

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CV	08/30/22	FOR SA
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CV	12/05/22	REV. B
CV	02/27/23	REV. C

CHECKED BY: PCM

PLOT DATE: 2/27/2023

PROJECT NUMBER: 32691

SET TYPE: DRAFT

SHEET NUMBER: **VzW L-102**

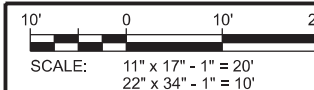
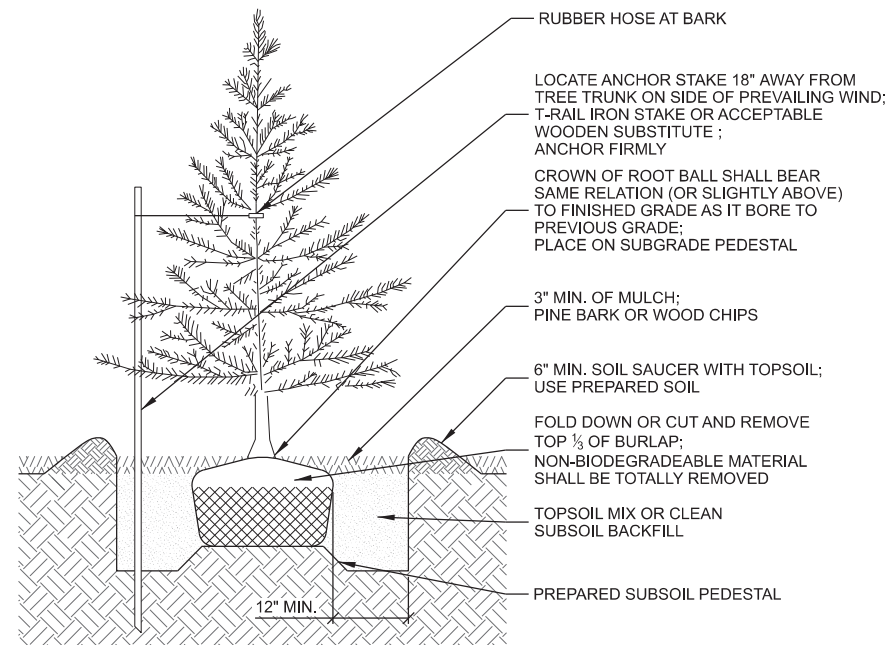
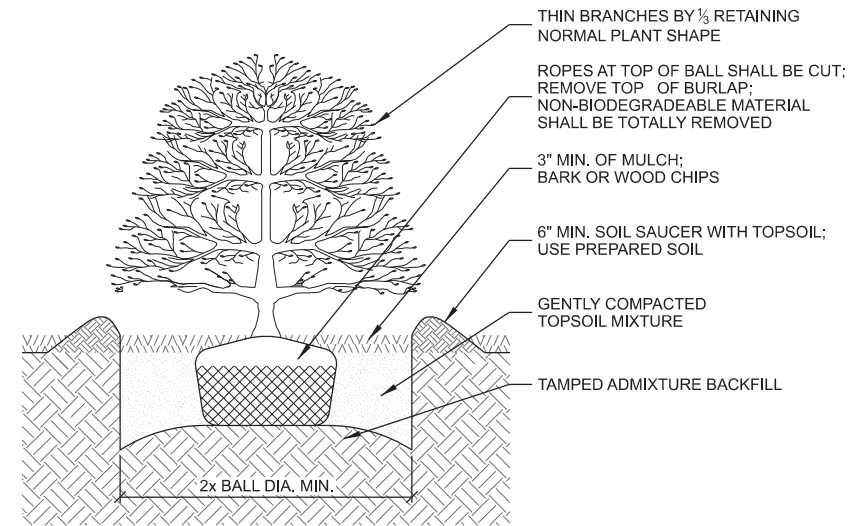


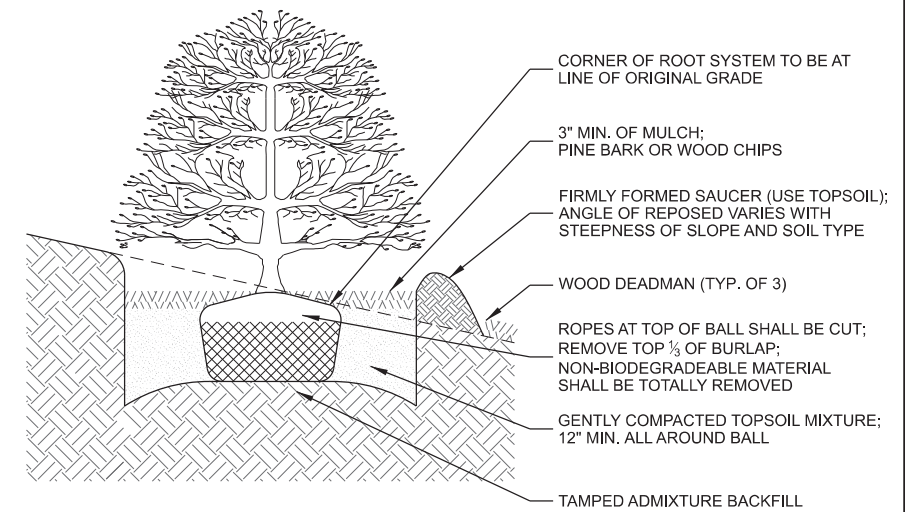
EXHIBIT B



A CONIFEROUS TREE PLANTING



B SHRUB PLANTING: BALL AND BURLAP



C SHRUB PLANTING ON SLOPE: BALL AND BURLAP

—THIS SPACE INTENTIONALLY LEFT BLANK

CONSULTANT:



CLIENT:



LANDSCAPE DETAILS
HWY 164 & K (FUZE # 16805550)
PEWAUKEE, WISCONSIN

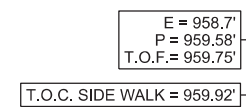
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INT.	DATE:	DESCRIPTION:
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CV	02/27/23	REV. C

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PLOT DATE	2/27/2023
PROJECT NUMBER	32691
SET TYPE	DRAFT
SHEET NUMBER	VzW L-501

47'-4" FOOTING (OVERALL)

5'-10" FOUNDATION WALL (OVERALL)

45'-0" SHELTER (OUT TO OUT OF EXTERIOR SHEATHING)



E = EXISTING GRADE
P = PROPOSED GRADE
T.O.F = TOP OF FOUNDATION WALL
F.F. = FINISHED FLOOR

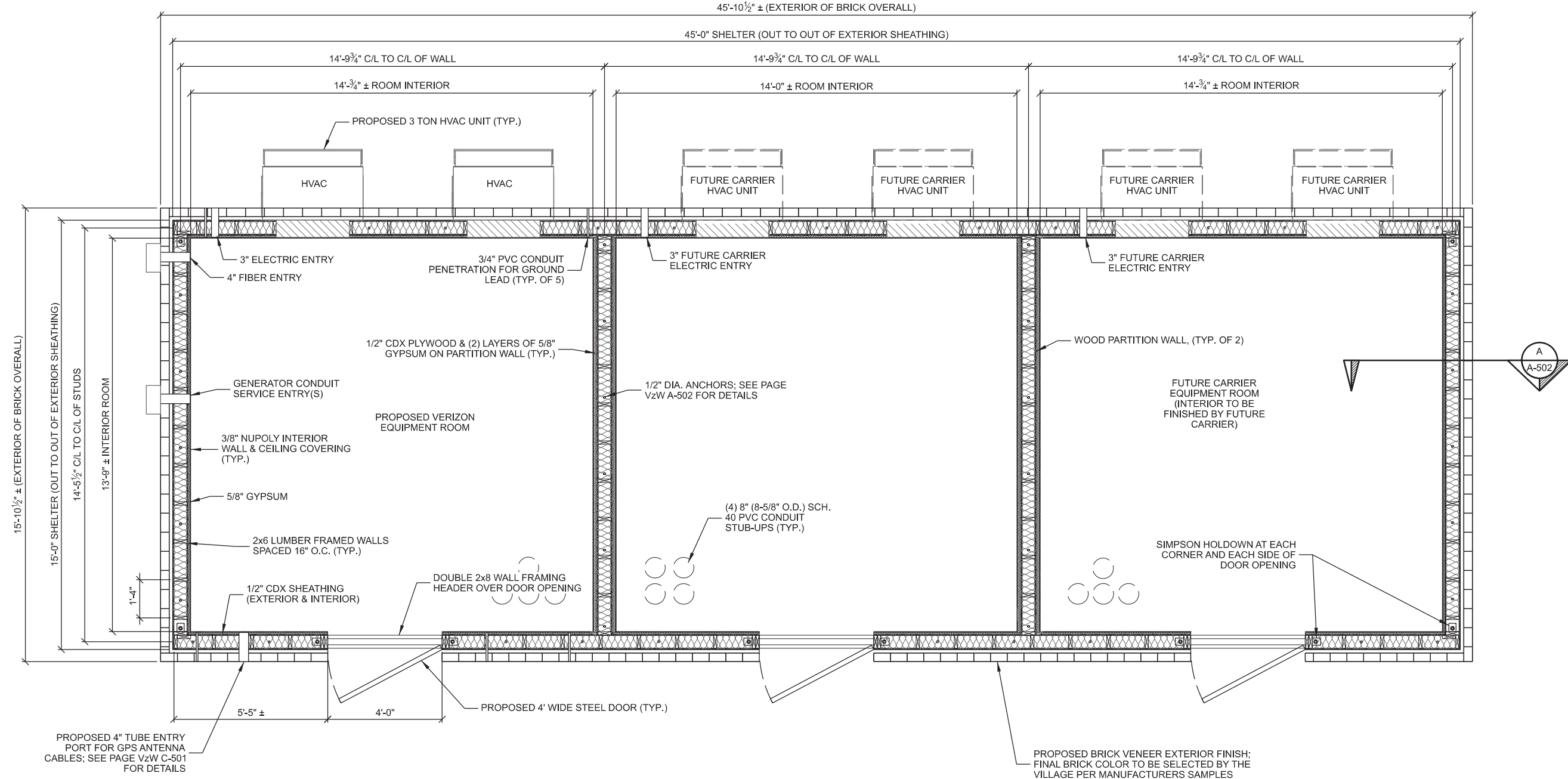
1. ALL CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH LOCAL CODE REQUIREMENTS AND MOST CURRENT VERSION OF ACI STANDARDS.
2. ALL EXPOSED CONCRETE SURFACES EXPOSED TO VIEW SHALL HAVE A SURFACE FINISH SF-2.0 IN ACCORDANCE WITH ACI 301.
3. ALL CONCRETE UNLESS SPECIFICALLY NOTED SHALL BE NORMAL WEIGHT (145 PCF) AND SHALL ACHIEVE A 28-DAY COMPRESSIVE STRENGTH (f'c) OF 4,000 PSI. EXPOSED EXTERIOR CONCRETE TO BE AIR ENTRAINED WITH 6% AIR CONTENT. CONTRACTOR TO PERFORM CONCRETE SLUMP TEST (4" MAX SLUMP). NO WATER TO BE ADDED AFTER SLUMP HAS BEEN MEASURED.
4. ALL CONCRETE REINFORCING SHALL BE ASTM A615 GRADE 60 AND PLACED IN ACCORDANCE WITH ACI STANDARDS W/ 3" MIN COVERAGE IF CAST AGAINST EARTH AND 2" MIN COVERAGE OTHERWISE.
5. REMOVE ALL ORGANIC MATERIAL, SOFT AREAS, AND POOR SOILS BENEATH FOUNDATION TO A DEPTH OF AT LEAST 2'-0" BELOW FOUNDATION.
6. GEOTECHNICAL REPORT NOT COMPLETED AT TIME OF DESIGN.
7. SLAB NOT SUITABLE AT SITES WITH ORGANIC SOIL, UNCOMPACTED FILL, EXPANSIVE SOIL, OR SOILS SUSCEPTIBLE TO FROST HEAVE.
8. CONTRACTOR TO ENSURE POSITIVE DRAINAGE FROM ALL FOUNDATIONS.
9. CONCRETE FLOOR JOINTS TO BE PLACED APPROX. 15' APART. JOINT DEPTH SHALL BE 1/4" DEEP PER INCH OF PAVEMENT THICKNESS. SAW CUT JOINTS TO BE DONE 4- 12 HOURS AFTER CONCRETE HAS BEEN FINISHED. APPLY 2 COATS OF HI SOLIDS CURING COMPOUND (ASTM C309). DO NOT SEAL JOINTS.

SCALE: 11" x 17" - 1/4" = 1'-0"
22" x 34" - 1/2" = 1'-0"

SHELTER FOUNDATION PLAN
HWY 164 & K (FUZE # 16805550)
PEWAUKEE, WISCONSIN

CHECKED BY	PCM
PLOT DATE	2/27/2023
PROJECT NUMBER	32691
SET TYPE	DRAFT
SHEET NUMBER	VzW A-101

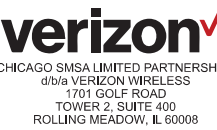
EXHIBIT B



CONSULTANT:



CLIENT:



SHELTER FRAMING PLAN
HWY 164 & K (FUZE # 16805550)
PEWAUKEE, WISCONSIN

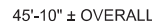
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CV	08/30/22	FOR SA
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CV	12/05/22	REV. B
CV	02/27/23	REV. C

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PLOT DATE	2/27/2023
PROJECT NUMBER	32691
SET TYPE	DRAFT
SHEET NUMBER	VzW A-102

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ASPHALT SHINGLES
SEE PAGE VzW A-50



SCALE: 11" x 17" - 1/4" = 1'-0"
22" x 34" - 1/2" = 1'-0"



SCALE: 11" x 17" - 1/4" = 1'-0"
22" x 34" - 1/2" = 1'-0"

SHINGLES: MATCH TO EXISTING BUILDING

SIDING: BRICK VENEER

SOFFIT: DARK BROWN

DOOR: DARK BROWN

GUTTER: DARK BROWN

SUBMITTAL:		
INT.	DATE:	DESCRIPTION:
CV	08/30/22	FOR SA
CV	10/06/22	REV. A
CV	12/05/22	REV. B
CV	02/27/23	REV. C

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SET TYPE	DRAFT

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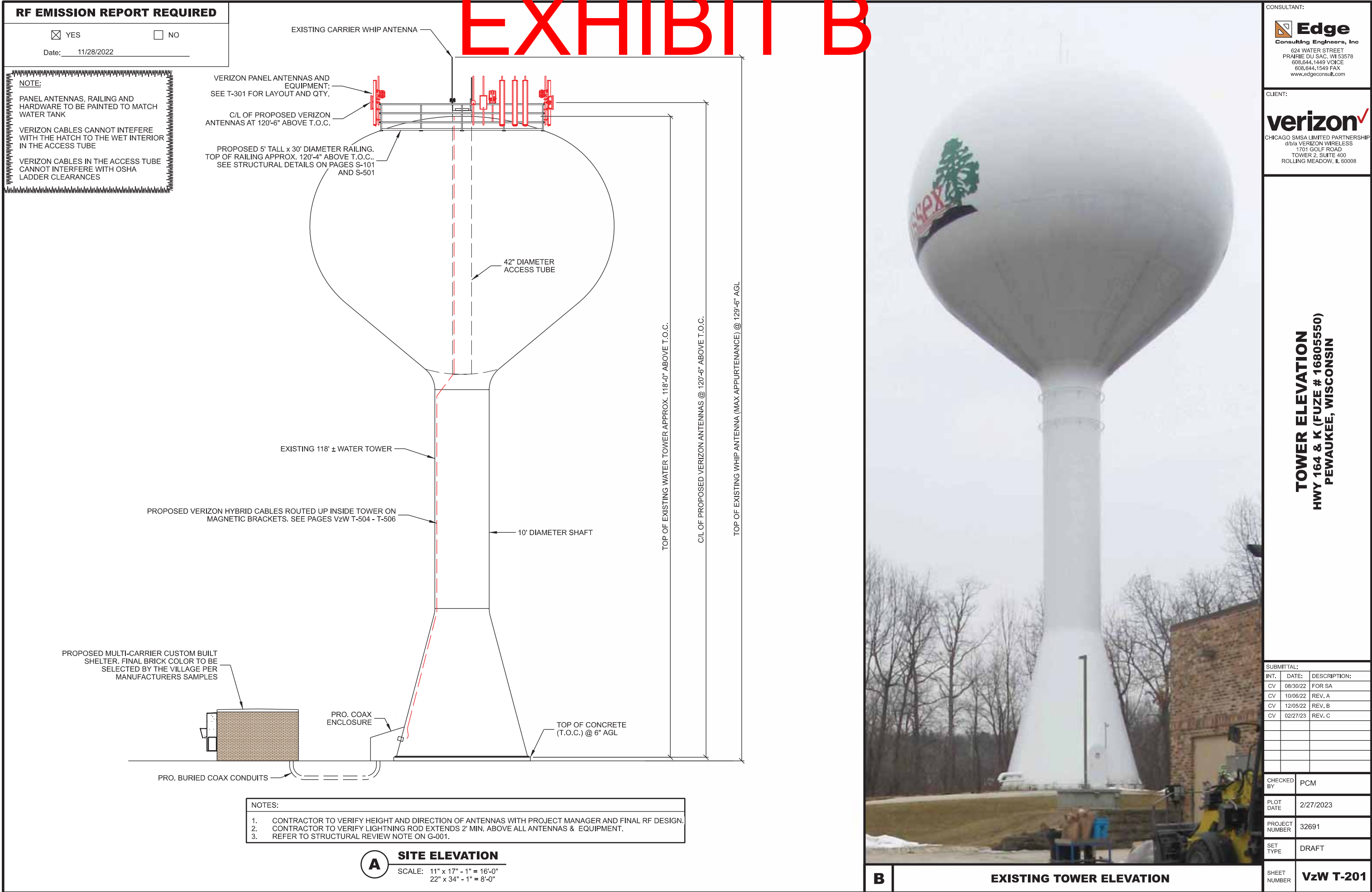




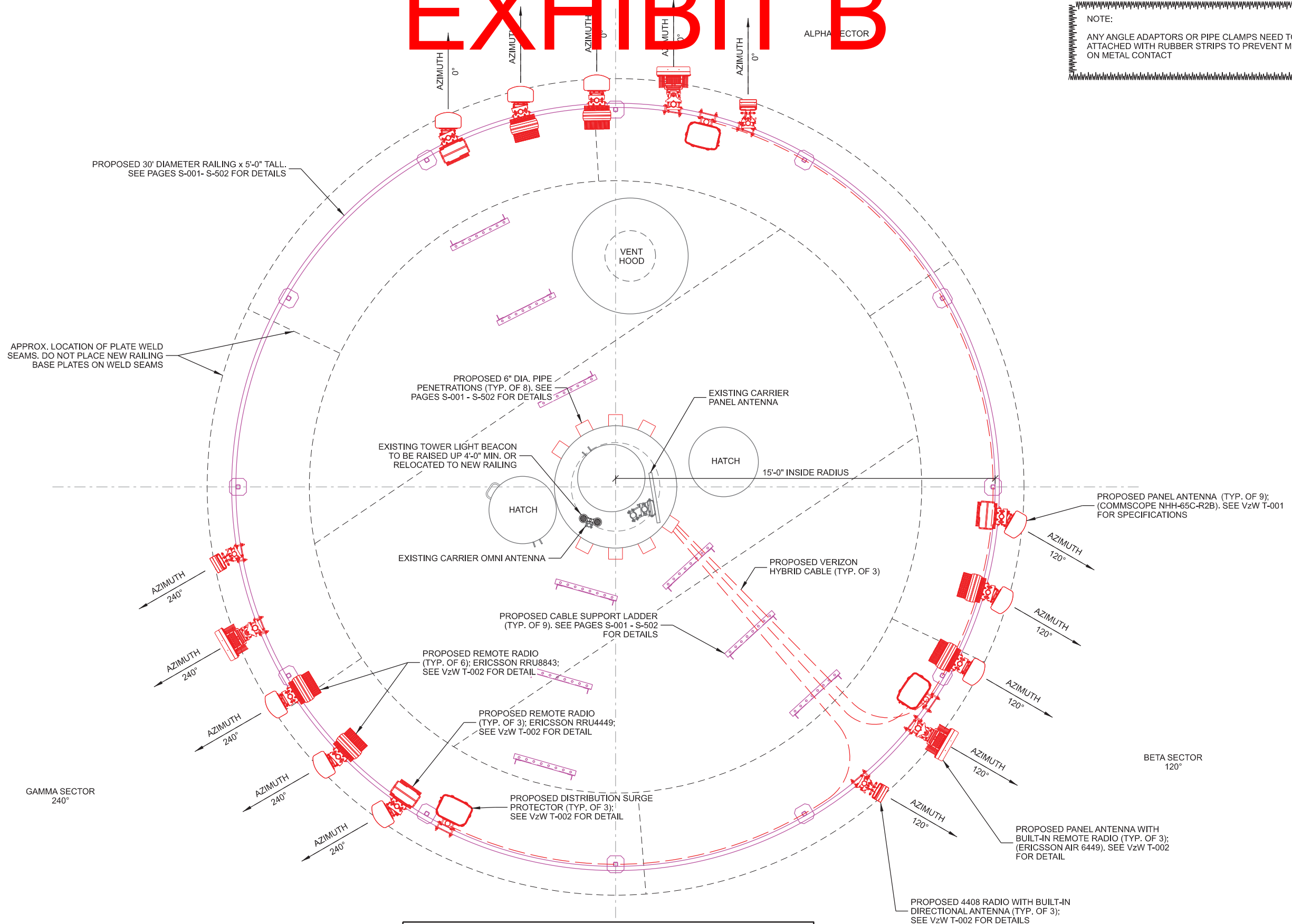
EXHIBIT B

NOTE:
ANY ANGLE ADAPTORS OR PIPE CLAMPS NEED TO BE ATTACHED WITH RUBBER STRIPS TO PREVENT METAL ON METAL CONTACT

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ROLLING MEADOW, IL 60008

ANTENNA CONFIGURATION
HWY 164 & K (FUZE # 16805550)
PEWAUKEE, WISCONSIN



- NOTES:
- ALL ANTENNA AZIMUTHS TO BE FROM TRUE NORTH.
 - SEE V2W T-501 FOR INSTALLATION REQUIREMENTS OF ANTENNAS AND EQUIPMENT.

A ANTENNA AND EQUIPMENT LAYOUT
SCALE: 11" x 17" - 1/4" = 1'-0"
22" x 34" - 1/2" = 1'-0"

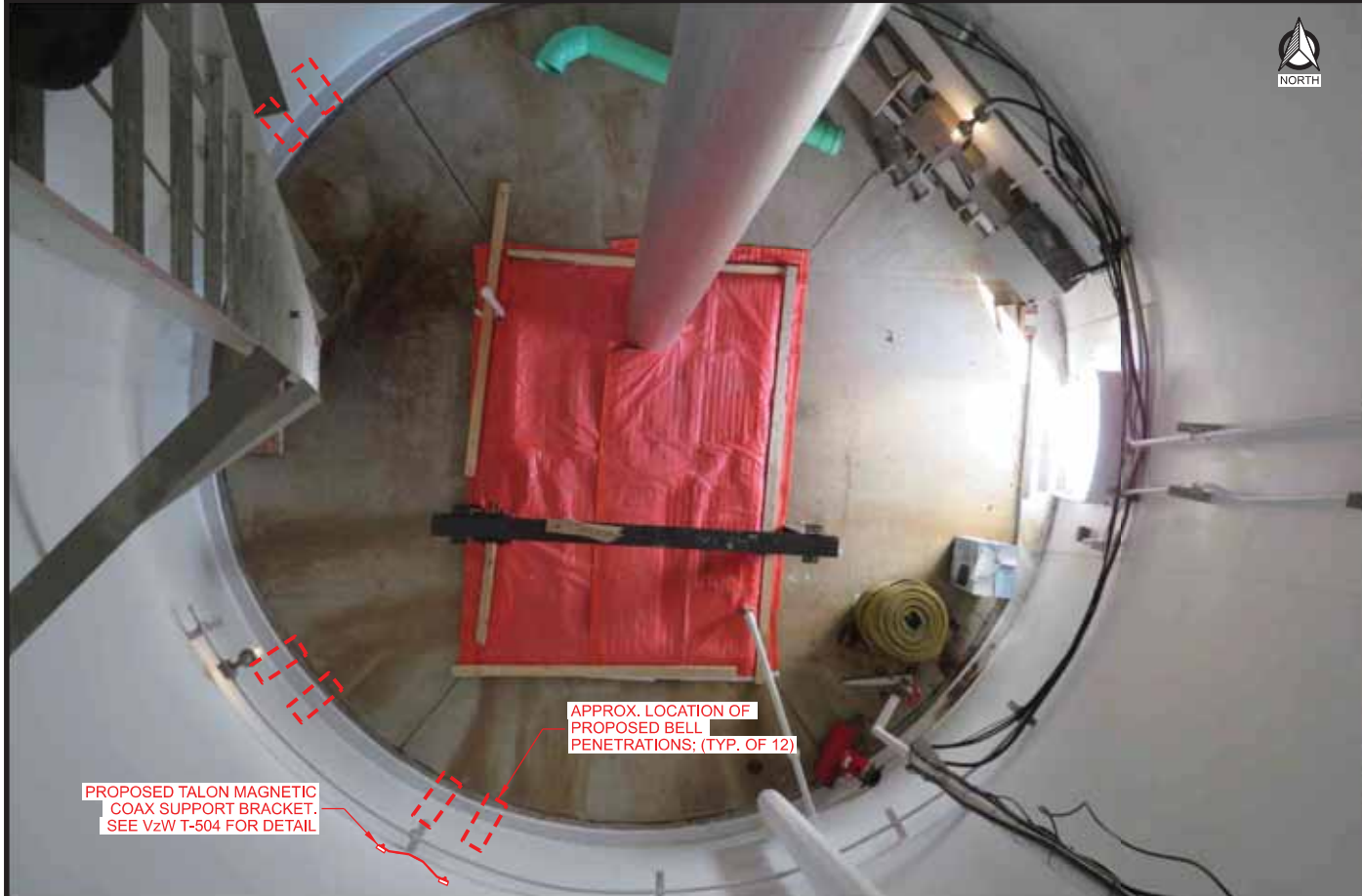
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CV	12/05/22	REV. B
CV	02/27/23	REV. C

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PLOT DATE:	2/27/2023
PROJECT NUMBER:	32691
SET TYPE:	DRAFT
SHEET NUMBER:	V2W T-301

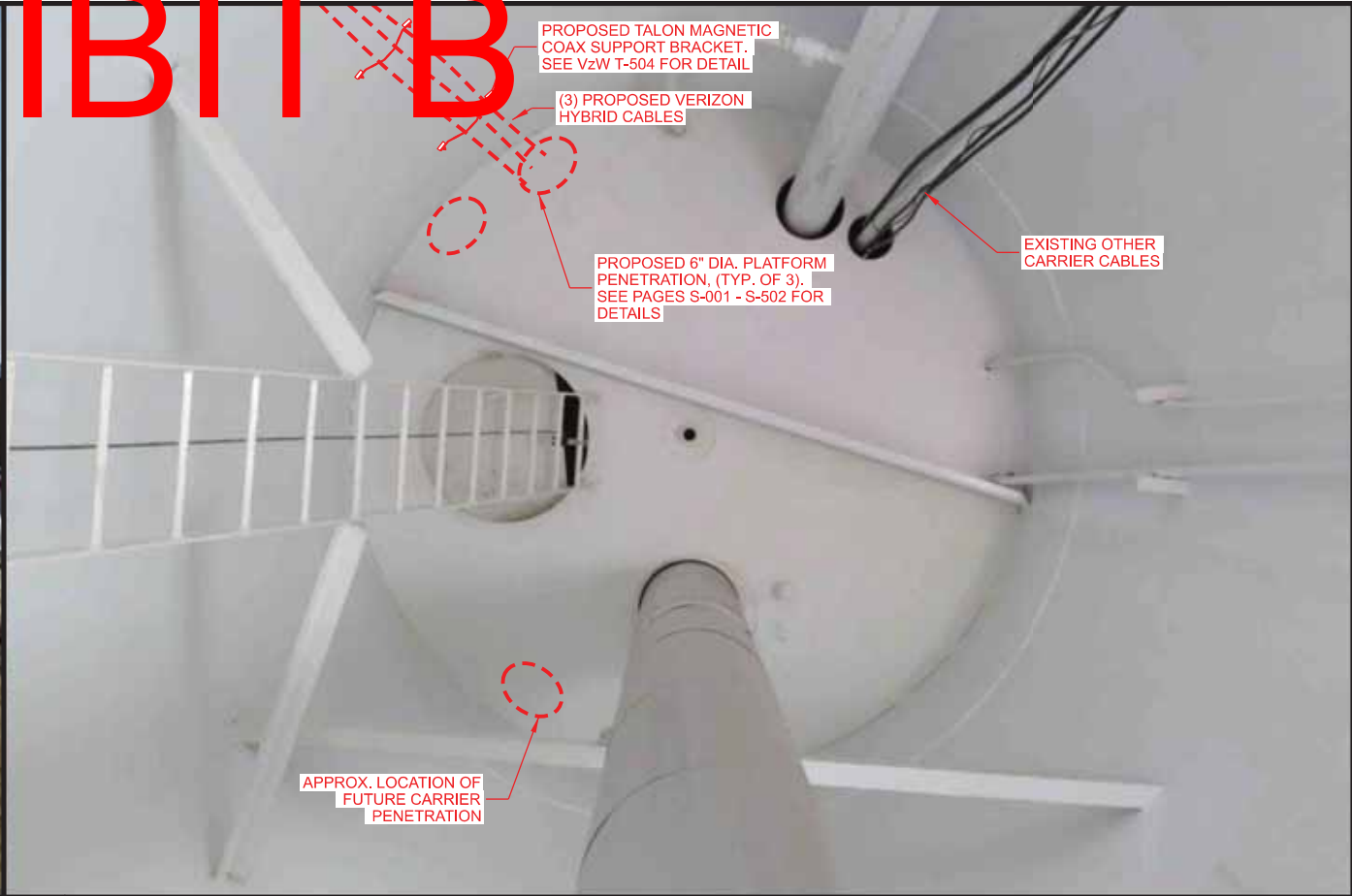
APPROX. LOCATION OF
PROPOSED BELL
PENETRATIONS: (TYP. OF 12)

EXH

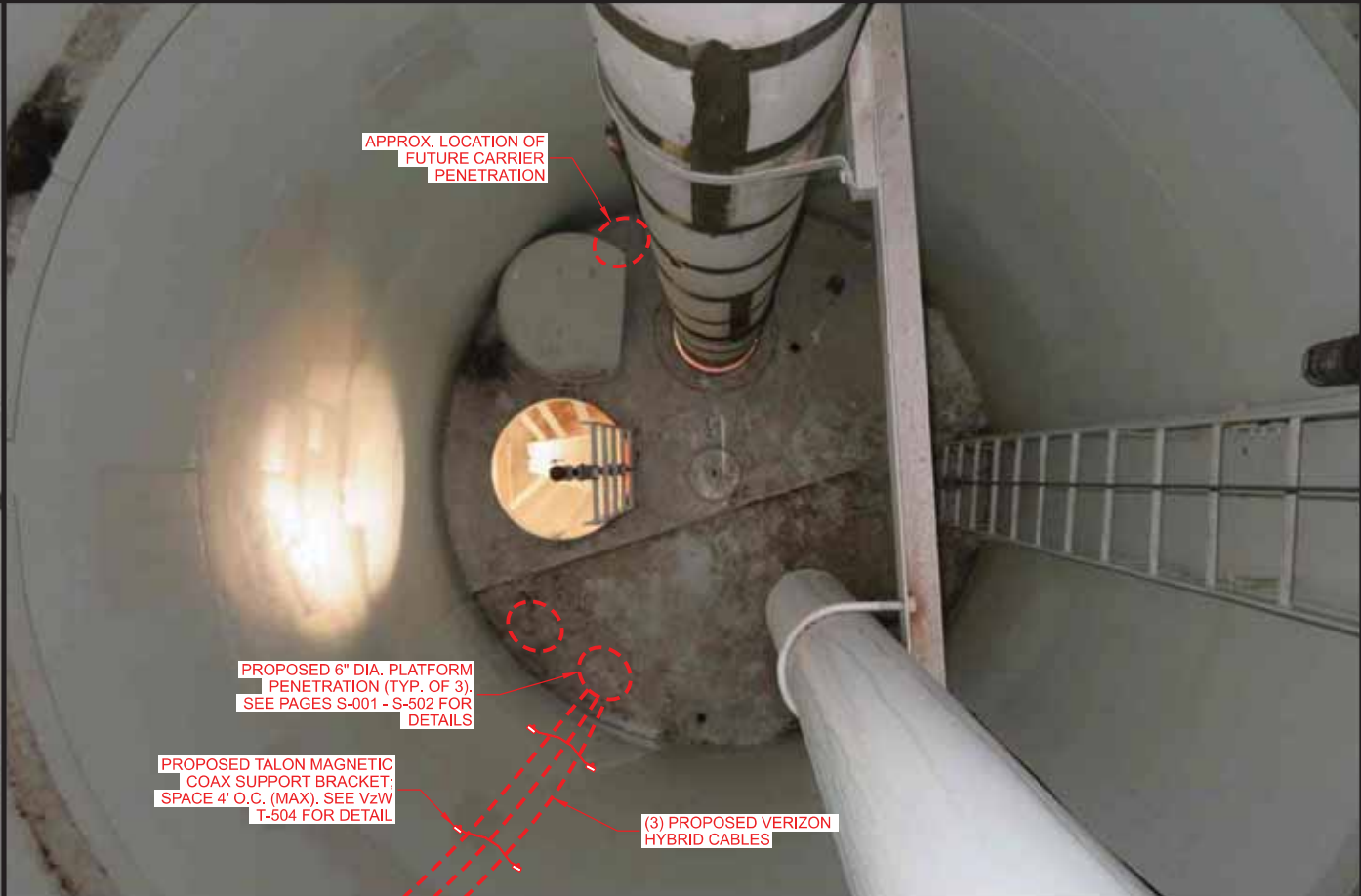
A	EXTERIOR OF TANK BASE
----------	------------------------------



B	INTERIOR OF TANK BASE
----------	------------------------------



C	BOTTOM OF 1ST CONDENSATE PLATFORM (LOOKING UP)
----------	---



D	1ST CONDENSATE PLATFORM (LOOKING DOWN)
----------	---

SHEET
NUMBER

VzW T-505

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A **BOTTOM OF 2ND CONDENSATE PLATFORM (LOOKING UP)**



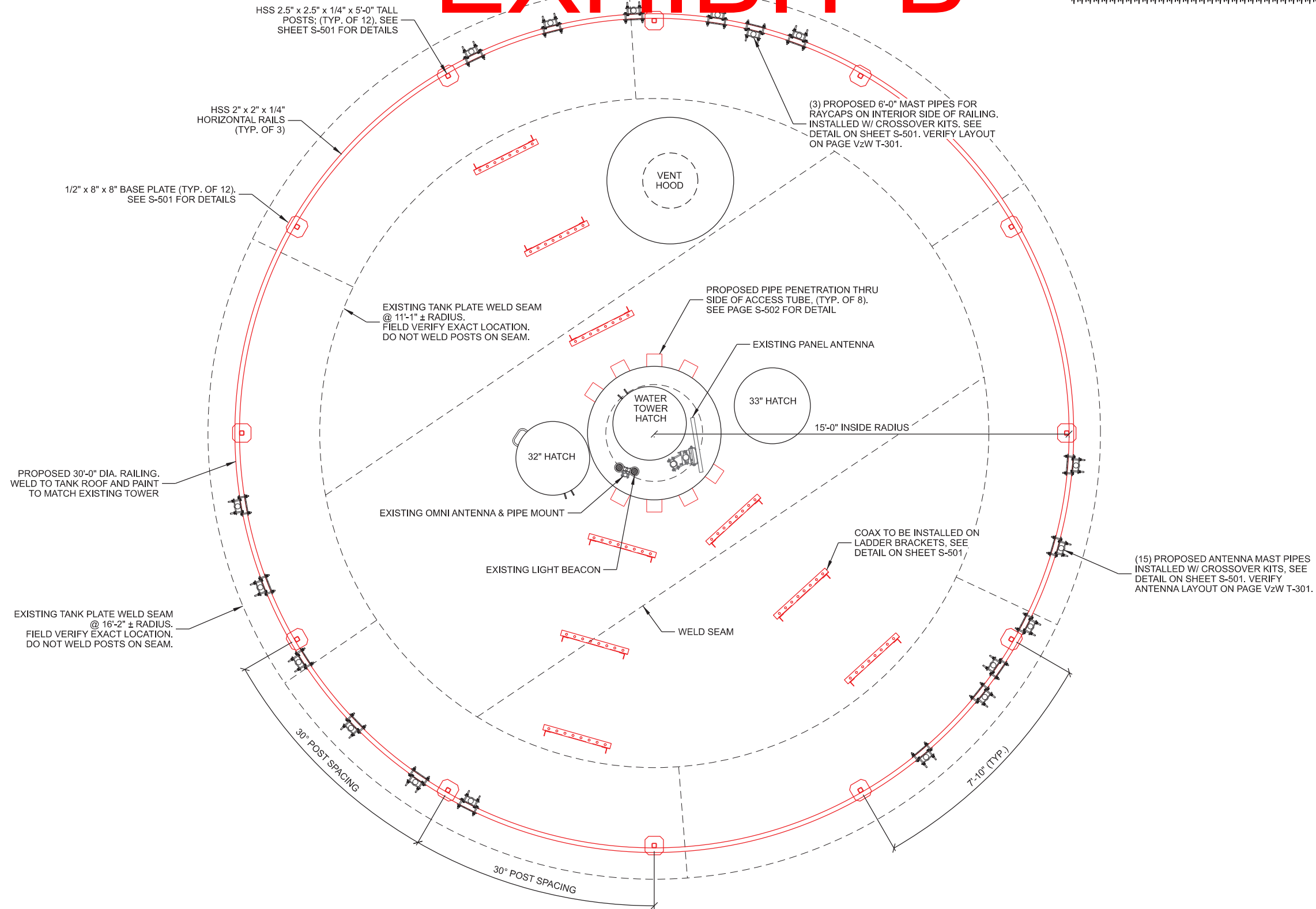
B 2ND CONDENSATE PLATFORM (LOOKING DOWN)



D TOP OF TANK HATCH

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EXHIBIT B



- NOTES:
- FABRICATOR MAY LOCATE JOINTS IN CONTINUOUS RAILS AS NECESSARY TO AID IN INSTALLATION.
 - FINISHED RAIL MUST BE SMOOTH ARC TO MATCH DESIGNED RADIUS.
 - DO NOT WELD POSTS ON TOP OF TANK PLATE SEAMS. RAILING POSTS TO BE POSITIONED SO THAT ONE POST FALLS ON EACH PLATE.

A ROOFTOP RAILING PLAN

COAX TO BE INSTALLED AROUND RAILING INTERIOR ON SUPPORT BRACKETS, SEE DETAIL ON SHEET S-501



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STRUCTURAL ENGINEER:

KRECH OJARD

KRECH OJARD & ASSOCIATES, INC.
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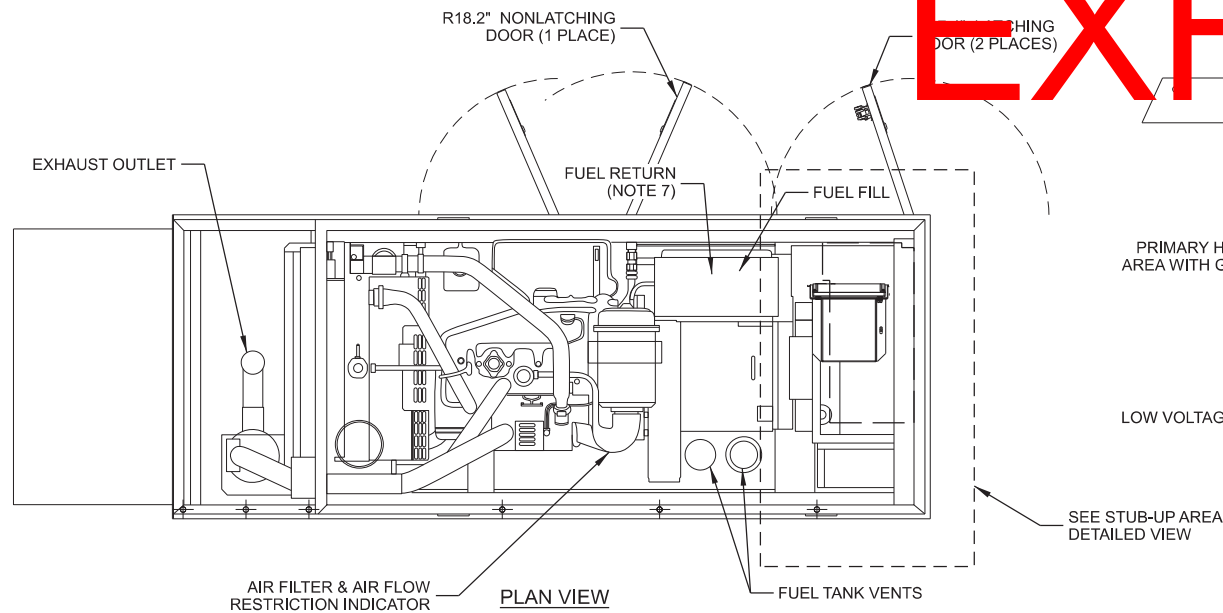
RAIL MODIFICATION PLAN
HWY 164 & K (FUZE #16805550)
PEWAUKEE, WISCONSIN

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
CV	09/27/22	STR. MODIFICATION

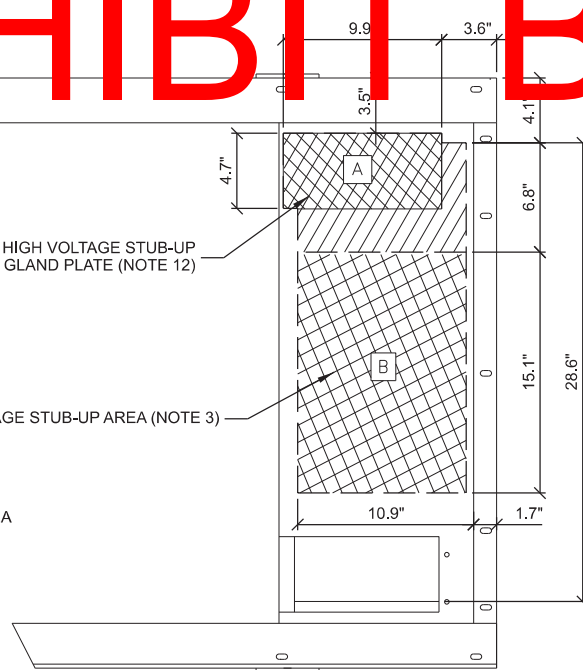
CHECKED BY:	SB
PLOT DATE:	9/27/2022
PROJECT NUMBER:	32691
SET TYPE:	STRUCTURAL MODIFICATION
SHEET NUMBER:	S-101

EXHIBIT B

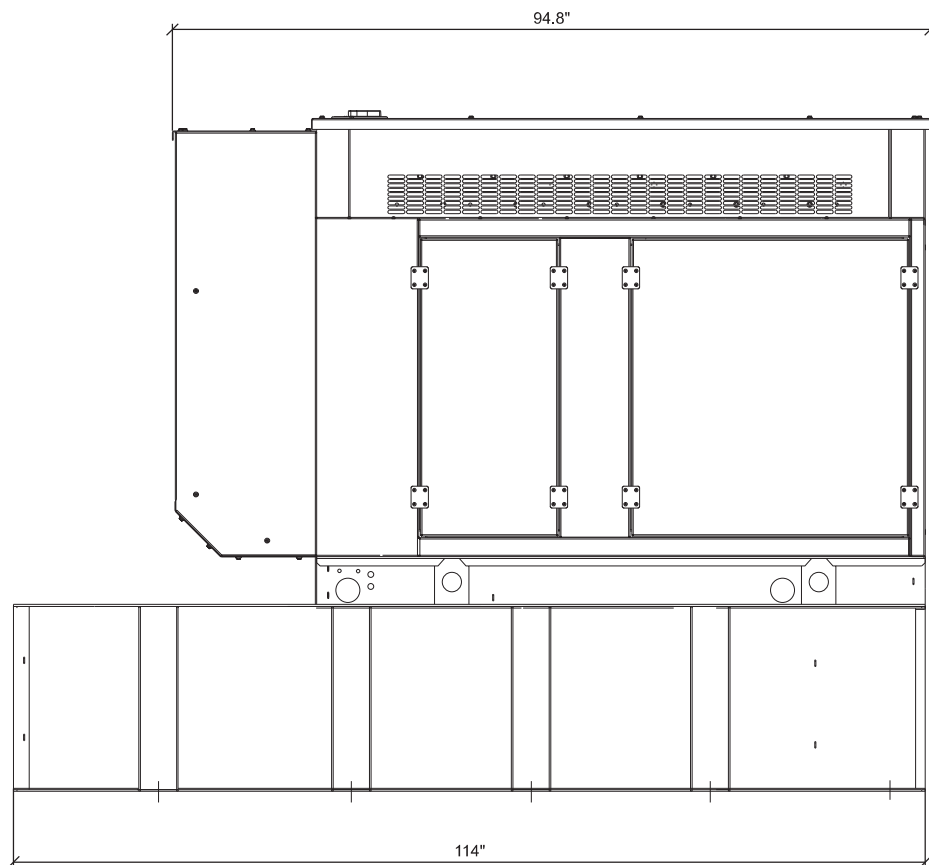


PRIMARY HIGH VOLTAGE STUB-UP AREA WITH GLAND PLATE (NOTE 12)

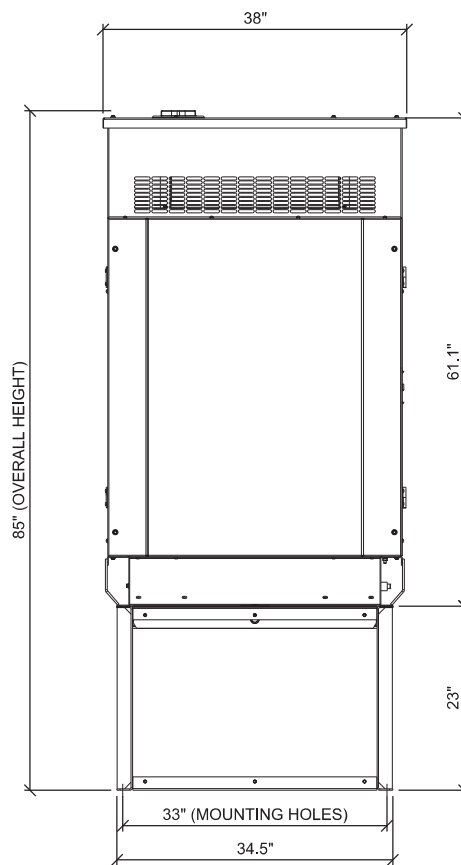
LOW VOLTAGE STUB-UP AREA (NOTE 3)



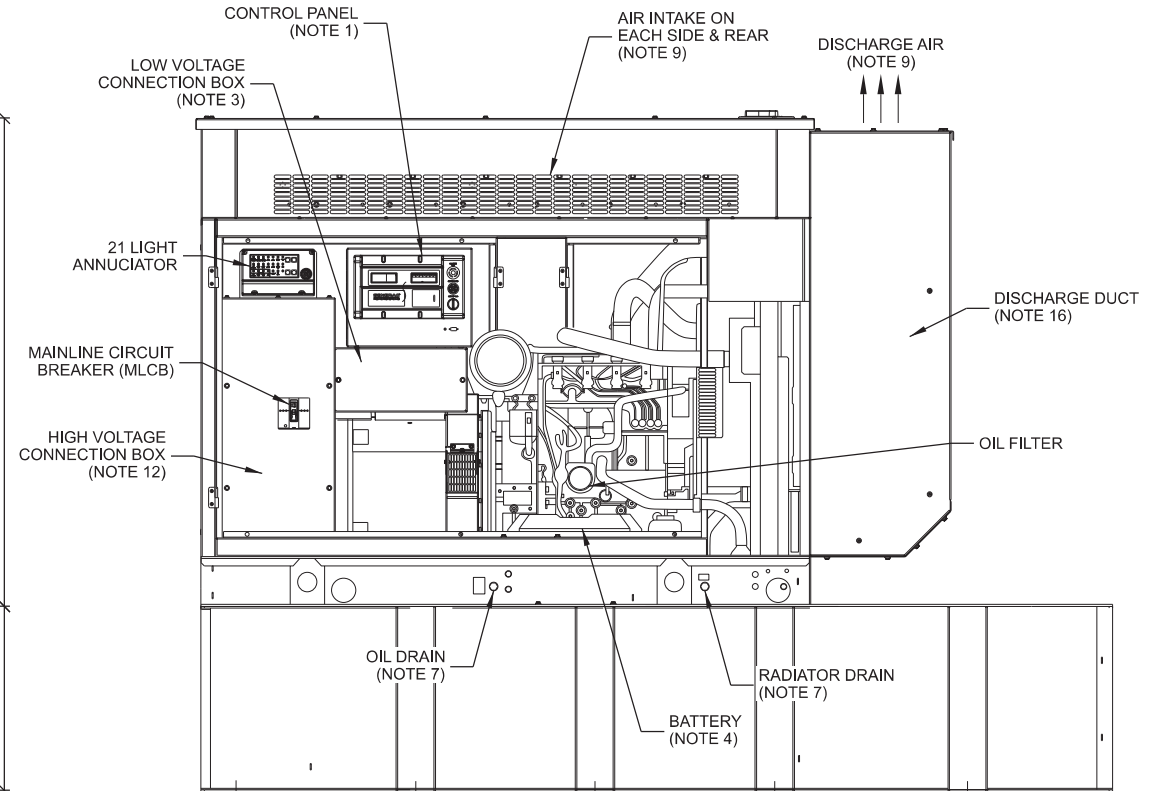
- NOTES:
- CONTROL PANEL INCLUDES BATTERY CHARGER WITH THREE PRONG CORD.
 - 1500W 120VAC ENGINE BLOCK HEATER WITH THREE PRONG CORD.
 - CONNECTION POINTS FOR CONTROL WIRES PROVIDED IN THE LOW VOLTAGE CONNECTION BOX. BOTTOM HAS KNOCKOUTS FOR 1/2" AND 3/4" CONDUIT FITTINGS. (USE LOW VOLTAGE STUB-UP AREA)
 - BATTERY (12 VOLT NEGATIVE GROUND SYSTEM)
 - MAIN LINE CIRCUIT BREAKER (MLCB) (MLCB HEIGHT MAY VARY WITH CB SELECTION) AC LOAD LEADS CONNECT DIRECTLY TO BOTTOM OF BREAKER.
 - CENTER OF GRAVITY & WEIGHT MAY SHIFT SLIGHTLY DUE TO UNIT OPTIONS.
 - ENGINE SERVICE CONNECTIONS:
INLET DIESEL = 3/8" NPT
RETURN DIESEL = 3/8" NPT
OIL DRAIN = 1/2" NPT
RADIATOR DRAIN = 1/2" NPT
EXHAUST OUTLET = 2.5" I.D.
STUB-UPS: BASE TANK REQUIRES ALL STUB-UPS TO BE IN THE REAR TANK STUB-UP AREA.
 - GENERATOR SET MUST BE INSTALLED SUCH THAT FRESH COOLING AIR IS AVAILABLE AND DISCHARGE AIR IS NOT RECIRCULATED. SEE SPEC SHEET FOR MINIMUM AIR FLOW AND MAXIMUM RESTRICTION REQUIREMENTS.
 - BOTTOM OF GENERATOR SET MUST BE CLOSED TO PREVENT PEST INTRUSION AND RECIRCULATION OF DISCHARGE AIR AND/OR IMPROPER COOLING AIR FLOW. BOLTS OR STUDS USED TO MOUNT UNIT TO PAD SHALL BE 5/8" - 11 GRADE 5. USE STANDARD SAE TORQUE SPECS.
 - HIGH VOLTAGE STUB-UP AREA INCLUDES THE AC LOAD LEAD CONNECTIONS TO MLCB, NEUTRAL CONNECTION AND AUXILIARY 120/240V CONNECTION.
 - 200 GALLON USEABLE CAPACITY TERTIARY SPECIAL TANK.
 - IT IS THE RESPONSIBILITY OF THE INSTALLATION TECHNICIAN TO ENSURE THAT THE GENERATOR INSTALLATION COMPLIES WITH ALL APPLICABLE CODES, STANDARDS, AND REGULATION.
 - UNIT IS SHIPPED WITH FUEL SUPPLY AND RETURN LINES DISCONNECTED AND PLUGGED BETWEEN ENGINE AND FUEL TANK. THIS HAS BEEN DONE TO FACILITATE PRESSURE TESTING OF THE TANK IN THE FIELD. FOR INFORMATION REGARDING CONNECTING THE FUEL SUPPLY AND RETURN LINES PRIOR TO START UP, SEE THE FUEL TANK FIELD TESTING PROCEDURE (0E5082) SUPPLIED IN THE TANK LOOSE VENTS KIT, WHICH IS SHIPPED WITH THIS GENERATOR.
 - SEE DRAWINGS 0C3850 FOR DISCHARGE DUCT REMOVAL. REMOVAL OF DUCT WILL PROVIDE ACCESS TO MUFFLER FOR SERVICING.
 - GENERATOR MUST BE GROUNDED.



LEFT VIEW



REAR VIEW



RIGHT VIEW (DOORS & SIDE PANELS REMOVED)

A 30KW GENERAC DIESEL GENERATOR W/ TERTIARY TANK

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ROLLING MEADOW, IL 60008

GENERATOR SPECIFICATIONS
HWY 164 & K (FUZE # 16805550)
PEWAUKEE, WISCONSIN

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SHEET NUMBER:	VzW E-001

Technical drawing of a 4'-0" concrete pad. The drawing includes a plan view and a cross-section view.

Plan View Dimensions:

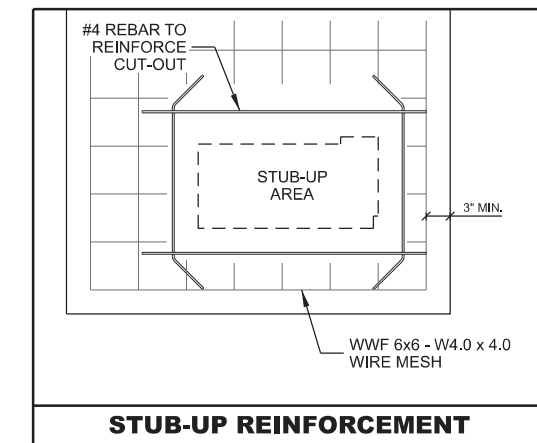
- Total width: 11'-0" CONCRETE PAD
- Top section width: 11 1/2"
- Top section width: 10 3/4"
- Bottom section width: 10 1/2"
- Bottom section width: 10 3/4"

Cross-Section View Dimensions:

- Total height: 4'-0" CONCRETE PAD
- Top section height: 9"
- Middle section height: 1'-10 1/2"
- Bottom section height: 1'-4 1/2"

Labels:

- CONDUIT STUB-UP AREA (indicated by a cross-hatched pattern in the cross-section view)



NOTE:
VERIFY EXACT CONDUIT STUB-UP
LOCATIONS WITH GENSET PLANS

A GENERAC DIESEL GENERATOR FOUNDATION LAYOUT

GENERATOR CLEARANCE NOTE:

- MINIMUM OF 10' OF CLEARANCE FROM COMBUSTIBLE WALL
- MINIMUM OF 5' OF CLEARANCE FROM A NON-COMBUSTIBLE WALL
- MINIMUM OF 20' OF CLEARANCE FROM AN OUTDOOR ELECTRICAL TRANSFORMER OR NORMAL POWER DISTRIBUTION EQUIPMENT

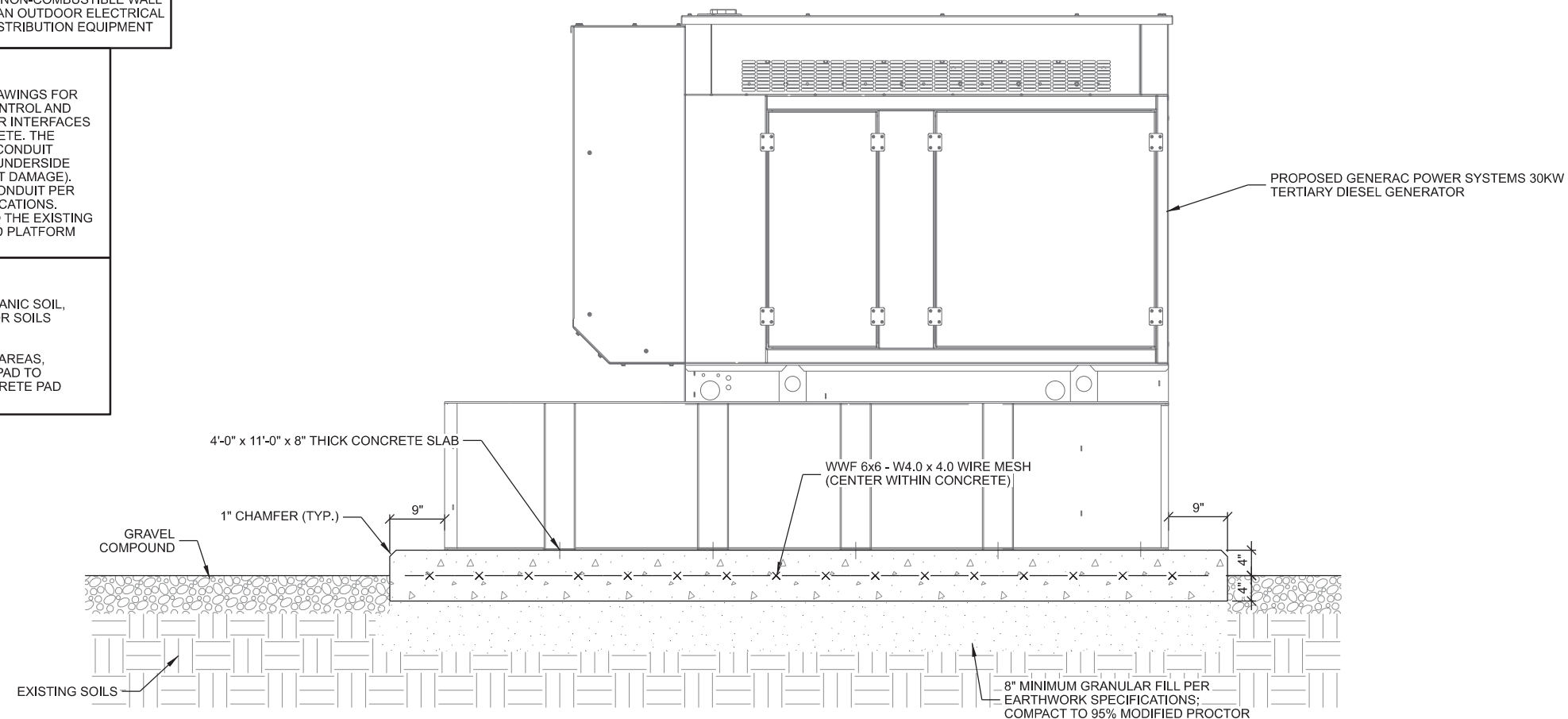
NOTE:

SEE GENERATOR MANUFACTURER'S DRAWINGS FOR PHYSICAL LOCATION OF FUEL LINES, CONTROL AND POWER INTERCONNECTIONS AND OTHER INTERFACES THAT ARE TO BE CAST INTO THE CONCRETE. THE PREFERRED METHOD IS TO BRING THE CONDUIT THROUGH THE CONCRETE PAD TO THE UNDERSIDE OF THE GENERATOR (MINIMIZES RODENT DAMAGE). FINISH CONNECTIONS WITH FLEXIBLE CONDUIT PER GENERATOR MANUFACTURER'S SPECIFICATIONS. RIGID CONDUITS SHALL BE SECURED TO THE EXISTING SLAB, THEN BURIED BETWEEN SLAB AND PLATFORM

NOTE:

SLAB NOT SUITABLE AT SITES WITH ORGANIC SOIL,
UNCOMPACTED FILL, EXPANSIVE SOIL, OR SOILS
SUSCEPTIBLE TO FROST HEAVE

REMOVE ALL ORGANIC MATERIAL, SOFT AREAS,
AND POOR SOILS BENEATH CONCRETE PAD TO
A DEPTH OF ATLEAST 2'-0" BELOW CONCRETE PAD

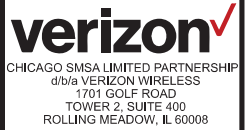


B GENERAC TERTIARY DIESEL GENERATOR FOUNDATION DETAIL

CONSULTANT:



CLIENT:



GENERATOR SPECIFICATIONS
HWY 164 & K (FUZE # 16805550)
PEWAUKEE, WISCONSIN

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PROJECT NUMBER	32691
SET TYPE	DRAFT
SHEET NUMBER	VzW E-002

KEYNOTES: (THIS SHEET)

- (A) EQUIPMENT GROUND RING #2 AWG SOLID TINNED COPPER GROUND LEAD MIN. 4'-6" BURY OR 6" BELOW FROST WHICH EVER IS GREATER
- (B) MAINTAIN 2'-FOOT CLEARANCE FROM ALL STRUCTURES
- (C) INTERIOR MASTER GROUND BAR (MGB) BY BUILDING MANUFACTURER; CONTRACTOR TO EXTEND (2) #2 SOLID TINNED COPPER GROUND LEADS THROUGH BUILDING WALL @ 45 DEGREE ANGLE AND BOND TO EQUIPMENT BUILDING GROUND RING
- (D) BUILDING GROUND LEAD IN 3/4" DIAMETER PVC CONDUIT
- (E) HVAC GROUNDING, GROUND WITH MECHANICAL CLAMP (DUAL CRIMP COMPRESSION), SEE VzW E-503 FOR DETAIL
- (F) 5/8" DIAMETER x 10'-0" LONG COPPER CLAD GROUND ROD; SPACED AT 8' O.C.
- (G) BOND EQUIPMENT GROUND RING TO THE TOWER BASE PLATE WITH (2) #2 SOLID BARE TINNED COPPER GROUND LEADS
- (H) GENERATOR GROUND; SEE VzW E-501 FOR DETAILS
- (I) GPS GROUND TO INTERIOR SHELTER HALO
- (J) INSPECTION WELL (TYP.); SEE VzW 503 FOR DETAILS
- (K) TOWER GROUND BAR (TGB) INSTALLED ON INTERIOR OF TOWER; SEE VzW E-501 FOR DETAILS
- (L) 4" x 12" x 1/4" GROUND BAR INSIDE HAND HOLE; CONTRACTOR TO DRIVE 10' GROUND ROD & CLAMP TO GROUND BAR (IF APPLICABLE)
- (M) GROUND ELECTRIC METER TO (2) INDEPENDENT GROUND RODS, SPACED 10' O.C. WITH #2 AWG SOLID TINNED COPPER (IF APPLICABLE)

GROUNDING NOTE:

1. THIS GROUNDING PLAN WAS PREPARED PRIOR TO THE COMPLETION OF THE GEOTECHNICAL REPORT. THE LAYOUT OF RADIALS AND GROUND RODS ARE APPROXIMATE IN NATURE AND MAY NEED TO BE ADJUSTED IN THE FIELD. GROUND RODS SHOULD NOT EXTEND THROUGH THE TOWER FOUNDATION OR OTHER STRUCTURAL ELEMENTS WITHOUT PRIOR APPROVAL FROM THE DESIGN ENGINEER. IN ADDITION, SOME ADJUSTMENT TO THE GROUND METHOD MAY BE REQUIRED IN INSTANCES WHERE SHALLOW BEDROCK OR OTHER UNIQUE CIRCUMSTANCES ARE ENCOUNTERED. CONTRACTOR SHALL CONSULT GEOTECHNICAL REPORT FOR FURTHER DESIGN AND CONSTRUCTION RECOMMENDATIONS.

NOTES:

1. THE GROUNDING SHALL BE TESTED PRIOR TO FINAL BACKFILLING. DOCUMENTATION OF 5 OHM OR LESS RESISTANCE TO BE PROVIDED TO PROJECT MANAGER.
2. ALL NON-INSULATED GROUND LEADS EXTENDING ABOVE GROUND LEVEL SHALL BE ENCASED IN 3/4" PVC & SEALED WITH SILICONE. PVC SHALL BE MIN. 16" INTO EARTH & EXTEND MIN. 6" ABOVE GROUND.
3. INSTALL 18" X 18" COPPER PLATES IN LIEU OF GROUND RODS WHEN INSTALLING OVER TOWER FOUNDATION OR WHERE DRIVING GROUND RODS IS NOT FEASIBLE.

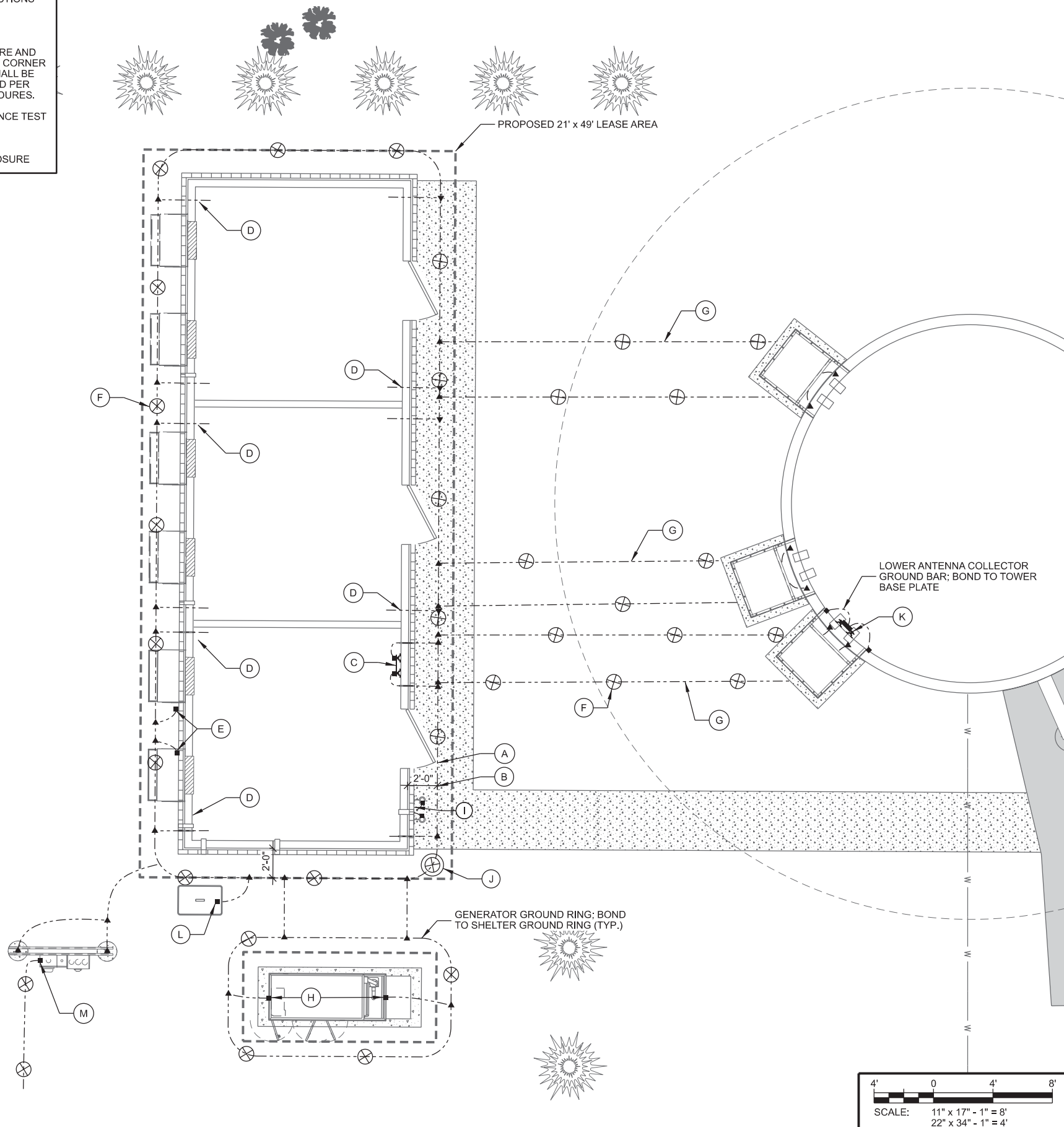
GROUNDING LEGEND: (THIS SHEET)

- ▲ EXOTHERMIC OR UL RATED IRREVERSIBLE CONNECTION
- MECHANICAL CONNECTION
- GROUND LEAD
- ⊗ INSPECTION WELL
- ⊗ 5/8" DIA. x 10'-0" LONG, STEEL CLAD W/ A PURE COPPER JACKET (10' MAX SEPARATION); TOP OF EACH GROUND ROD SHALL EXTEND NO MORE THAN 6" ABOVE BOTTOM OF TRENCH
- ⊗ 18" X 18" X .032" THK COPPER PLATE (10' MAX SEPARATION)

GROUNDING ELECTRODE SYSTEM NOTES:

1. CONNECTIONS: ALL CONNECTIONS SHALL BE EXOTHERMICALLY CONNECTED UNLESS NOTED OTHERWISE. CONTRACTOR TO FOLLOW ALL MANUFACTURER'S GUIDELINES & RECOMMENDATIONS.
2. ALL ELECTRICAL AND MECHANICAL GROUND CONNECTIONS SHALL HAVE ANTI-OXIDANT COMPOUND APPLIED TO CONNECTION.
3. FENCE/GATE: GROUND FENCE POSTS WITHIN 6-FEET OF ENCLOSURE AND 25-FEET OF TOWER. GROUND EACH GATE POST AND CORNER POST. GROUND CONNECTIONS TO FENCE POSTS SHALL BE MADE BY THE EXOTHERMIC PROCESS AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND PROCEDURES.
4. CONTRACTOR SHALL SUBMIT THE GROUND RESISTANCE TEST REPORT AS FOLLOWS:
A. ONE (1) COPY TO THE OWNER REPRESENTATIVE
B. ONE (1) COPY TO THE ENGINEER
C. ONE (1) COPY TO KEEP INSIDE EQUIPMENT ENCLOSURE

EXHIBIT B



CONSULTANT:

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CLIENT:

verizon
CHICAGO SMSA LIMITED PARTNERSHIP
d/b/a VERIZON WIRELESS
1701 GOLF ROAD
TOWER 2, SUITE 400
ROLLING MEADOW, IL 60008

GROUNDING PLAN
HWY 164 & K (FUZE # 16805550)
PEWAUKEE, WISCONSIN

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
CV	08/30/22	FOR SA
CV	10/06/22	REV. A
CV	12/05/22	REV. B
CV	02/27/23	REV. C

CHECKED BY:	PCM
PLOT DATE:	2/27/2023
PROJECT NUMBER:	32691
SET TYPE:	DRAFT
SHEET NUMBER:	VzW E-101



EXHIBIT B

UTILITY PROVIDER INFO:

ELECTRIC PROVIDER: TBD

FIBER OPTIC PROVIDER: TBD

CONSULTANT:

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624 WATER STREET
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UTILITY PLAN HWY 164 & K (FUZE # 16805550) PEWAUKEE, WISCONSIN

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CHECKED BY: PCM

PLOT DATE: 2/27/2023

PROJECT NUMBER: 32691

SET TYPE: DRAFT

SHEET NUMBER: **VzW E-102**

NOTE:

- FIBER COORDINATION IS NOT COMPLETE (PENDING FIBER CONTACT). PRIOR TO CONSTRUCTION, CONTACT DESIGNER FOR UPDATE.

EXISTING SIDE WALK

EXISTING OVERHEAD POWER LINE

PROPOSED TRANSFORMER
(SOURCE TBD)

PROPOSED VERIZON FIBER VAULT AT R.O.W/
PROPERTY LINE MEET POINT (SOURCE TBD);
SEE V2W E-504 FOR DETAILS

C/L OF PROPOSED VERIZON
15' WIDE UTILITY EASEMENT

15'-0" UTILITY EASEMENT

EASEMENT EXTENT

(1) PROPOSED 3" DIA. SCH. 40 PVC
ELECTRICAL CONDUIT W/ (3) 4/0
UNDERGROUND & (1) #2 GROUND ELECTRIC
SERVICE 42" BELOW GRADE (MIN.);
APPROX. 15' +/- FROM UTILITY RACK TO
EQUIPMENT SHELTER

PROPOSED 6" WIDE MULTI-
METER UTILITY RACK, SEE
V2W E-504

PROPOSED CONDUITS FROM TRANSFORMER
TO UTILITY RACK; APPROX. 62' IN LENGTH.
(TO BE DETERMINED DURING POWER WALK)

EASEMENT EXTENT

15'-0" UTILITY EASEMENT

FUTURE CARRIER
ELECTRIC CONDUIT(S)

(2) 4" DIA. SCH. 40 PVC CONDUITS W/ (2) 1-1/4"
INNER DUCTS FOR VERIZON FIBER OPTIC LINE;
TO BE INSTALLED BY VERIZON CONTRACTOR;
APPROX. 5'± FROM VERIZON FIBER VAULT TO
EQUIPMENT SHELTER (SOURCE TBD)

PROPOSED BURIED CONDUITS
FROM GENERATOR TO ILC
CABINET. SEE PAGE V2W E-505
FOR DETAILS

PROPOSED VERIZON FIBER VAULT
(SOURCE TBD);
SEE V2W E-505 FOR DETAILS

(2) ORANGE 4" DIA. HDPE, SDR 13.5 SMOOTH WALL
CONTINUOUS CONDUITS W/ (2) 1-1/4" INNER DUCTS
FOR FIBER OPTIC LINE PER CONDUIT;
APPROX. 80'± FROM RIGHT OF WAY TO PROPOSED
FIBER VAULT (SOURCE TBD)

C/L OF PROPOSED VERIZON
15' WIDE UTILITY EASEMENT

EASEMENT EXTENT

PROPOSED 21' x 49' LEASE AREA

APPROX. LOCATION OF
BURIED COAX CONDUITS

C/L OF PROPOSED 5' WIDE
COAX EASEMENT

C/L OF PROPOSED VERIZON 20'
WIDE ACCESS EASEMENT

C/L OF PROPOSED VERIZON
15' WIDE UTILITY EASEMENT

EXISTING BURIED WATER MAIN

EXISTING BURIED WATER MAIN

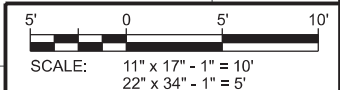




EXHIBIT B

NOTES:

- THE LOCATIONS OF 4" x 4" JUNCTION BOXES AND SMALLER ITEMS CAN BE ADJUSTED AS REQUIRED TO PREVENT INTERFERENCE WITH TRIM PIECES. INTERFERENCE WITH OTHER COMPONENTS WILL REQUIRE TRIM TO BE CUT
- ALL CONDUIT TO HAVE A MINIMUM OF 3/4" BETWEEN THEM
- ALL RECEPTACLES TO BE MOUNTED 18" A.F.F.
- ALL LIGHT SWITCHES TO BE MOUNTED 54" A.F.F.
- ALL WIRE TO BE COPPER #12 AWG MINIMUM. NO BX OR ROMEX CABLE PERMITTED
- ALL CONDUIT TO BE 1/2" UNLESS OTHERWISE NOTED.

CONDUIT KEY

- = 1/2" CONDUIT
- - - = 3/4" CONDUIT
- . - - = 1" CONDUIT

HVAC UNIT (TYP. OF 2)

ALL ELECTRICAL AND GROUNDING CONDUCTORS TO BE SURFACE MOUNTED ON THE INTERIOR OF THE EQUIPMENT ROOM AND PLACED IN CONDUIT WHEN CODE REQUIRES

1' x 4' CEILING MOUNTED LIGHT FIXTURE

FLEXIBLE NON-METALLIC CONDUIT

6" x 6" RECTIFIER JUNCTION BOX

4" x 4" JUNCTION BOX

CLEARANCE PER NEC

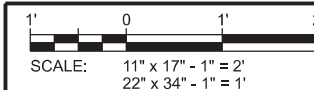
6" x 6" JUNCTION BOX

INTEGRATED LOAD CENTER

INTEGRATED LOAD CENTER; SEE PAGE VzW E-506 FOR DETAIL

120V, 20A RECEPTACLE OUTLET, (TYP. OF 6)

EXIT LIGHT



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ROLLING MEADOW, IL 60008

SHELTER ELECTRICAL PLAN
HWY 164 & K (FUZE # 16805550)
PEWAUKEE, WISCONSIN

SUBMITTAL:

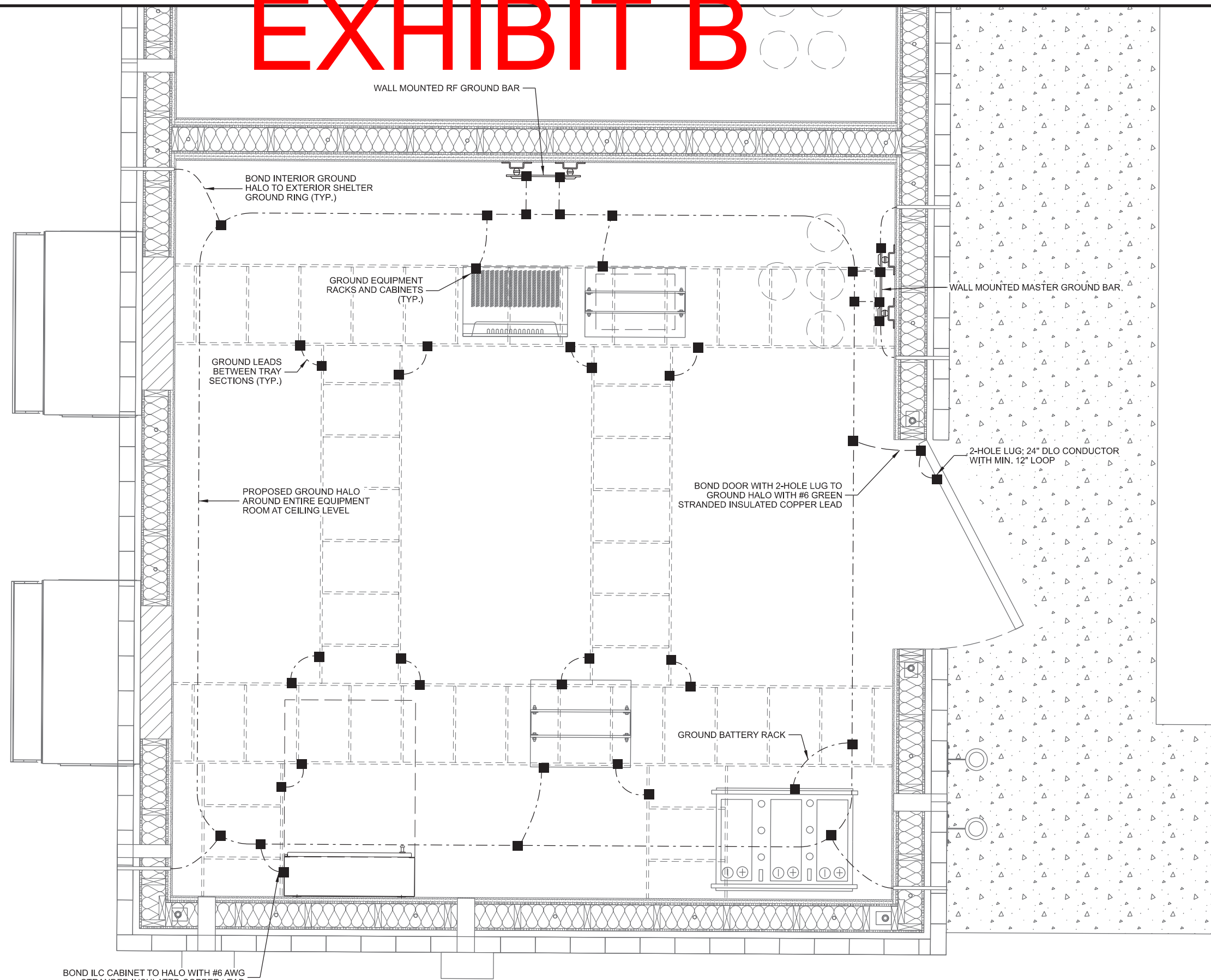
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SET TYPE:	DRAFT

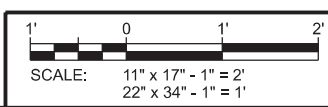
SHEET NUMBER **VzW E-103**



EXHIBIT B



BOND ILC CABINET TO HALO WITH #6 AWG STRANDED INSULATED COPPER LEAD



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EQUIPMENT ROOM GROUNDING PLAN HWY 164 & K (FUZE # 16805550) PEWAUKEE, WISCONSIN

SUBMITTAL:		
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SET TYPE:	DRAFT
SHEET NUMBER:	VzW E-104

Exhibit C

As-Built Drawings

(See Attached)



N64W23760 Main Street
Sussex, Wisconsin 53089
Phone (262) 246-5200
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Website: www.villagesussex.org

MEMORANDUM

To: Village Board
From: Jon Baumann, Public Works Foreman
Date: 3/23/23
Re: **Well #4 Rehabilitation**

The column pipe and pump at Well #4 has been pulled and inspected by CTW Corporation with the following findings.

- Pump wear rings and bushings need replacement and the remaining pump components are in good condition.
- 320 feet of Schedule 80 pipe that was located below the static water level is in poor condition (holes in the threads and couplers) and unable to be reused.
- All stainless-steel shafts are in good condition and can be reused.
- After televising the Well, it was determined that air impulse blasting was not the best treatment practice. It was discovered that there was a large buildup of biofilm. Due to the finding we went forward with chemical treatment to destroy the biofilm.

After the unexpected findings of the Schedule 80 pipe conditions (7-year-old pipe) and the biofilm present there was discussion on the best options to proceed. Replacement of the Schedule 80 pipe in kind is still the most cost effective and available in 4-6 weeks. Another option would be stainless steel pipe, but it is not cost effective, and the lead times are extensive. CTW has recommended a food grade Teflon thread sealant that largely reduces the biofilm degrading the threads and couplers. CTW has also recommended wrapping the exterior of the pipe joints with high-quality PVC tape.

CTW has worked with a water quality professional to find ways to combat biofilm in other municipal wells. Germantown and Fitchburg have both used the recommended method. Fitchburg has seen positive results with using the Teflon thread sealant and PVC wrap the last time they pulled their pump. Germantown recently installed their pump so they will not know the effectiveness of the recommended method until the pump is serviced again.

The costs of the Teflon thread sealant, PVC wrap, additional labor and the 320 feet of Schedule 80 pipe have put us over the previously approved \$64,805. Staff requests an additional \$35,191 for the total project cost of \$99,996. All of these funds come from maintenance funds of the Water Utility.

Pipe in Good Condition:	Pipe in Good Condition:
	
Pipe in Poor Condition:	Pipe in Poor Condition:
	



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Website: www.villagesussex.org

MEMORANDUM

To: Public Works Committee
From: Secret Strobl, Assistant Village Engineer
Date: March 23, 2023
Re: Project Close-Out Main Street (CTH VV) and Plainview Road Water Main Extension

The Board has requested updates on budgets as we close out various projects. Below you will find that information as we are at completion on the following project. Included in these numbers are design, construction, inspection, geotechnical, permit and application fees, etc.

Project	Budget	Expenditures	Amount Remaining
Main Street (CTH VV) and Plainview Road Water Main Extension	\$1,046,309.55	\$902,750.01	\$143,559.54



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MEMORANDUM

To: Public Works Committee
From: Secret Strobl, Assistant Village Engineer
Date: March 23, 2023
Re: Engineering Monthly Report – April 2023

2023 Road Program

- The Neighborhood Meeting was held on March 8, 2023. Approximately 200 people attended.
- Wolf Paving started construction on March 20th with the saw cutting operations in Phase 1 and 2. Staff performed marking in the field for all three phases. The subcontractor, Rock Road Companies, is planning to start storm sewer in Phase 1 on March 27th.

Melinda Weaver Park Improvements:

- We are planning a preconstruction meeting for April 19, 2023.

Miscellaneous:

- As of March 22, 2023, we have used 1,125.52 tons of salt. This is slightly above ½ of our seasonal allocation.
- The Yard Waste Site will open for the season on Saturday, April 1st. We will be open Saturdays only until May 1st, the first official Monday opening. We expect the road to be paved sometime in May.
- Hydrant flushing is scheduled for the weeks of April 17 and 24. The flushing may take a bit longer this time because Well 4 will likely still be out of service.
- Catch basin cleaning will take place in the Centennial Oaks and Woodland Creek subdivisions this year.

Developments:

- Vista Run and Redford Hills: Punch list work continues as weather permits. Redford Hills is planning to install sidewalks in late April/May, weather permitting.
- Highlands Court (Brown Farm): We expect work to start again in about a month, weather permitting.
- Silver Spring Water Main Extension, High School to Miller Way: Lisbon's contractor plans to build this water main this summer after school is out for the year.
- Golden Fields: Preliminary plans are expected soon.