

1. Agenda

Documents: [MARCH 21, 2016 VILLAGE BOARD AGENDA.PDF](#)

2. Packet

Documents: [MARCH 21, 2016 VILLAGE BOARD PACKET.PDF](#)



## **REGULAR VILLAGE BOARD MEETING**

### **MEETING NOTICE AND AGENDA**

**VILLAGE OF WHITEFISH BAY  
5300 North Marlborough Drive**

**Monday, March 21, 2016, 7:00 PM**

- I. Call to Order and Roll Call
  
- II. Consent Agenda – Upon request of any Trustee, any item may be removed from the Consent Agenda for separate consideration under General Business.
  1. Minutes of regular meeting held on March 7, 2016.
  2. Investment Report for February 2016.
  3. Disallowing the Claim by Chad Wilsing.
  4. Approval of Easement Agreement with the Milwaukee Jewish Federation Inc.
  5. Approval of Termination and Equipment Transfer Agreement with Cricket Communications.
  6. Referral of Ordinance to Plan Commission (Ord. No. 1823 Pertaining to Posting of Legal Notices).
  
- III. Report of Village Officers
  1. Village Attorney
  2. Village Manager
  3. Village President
  4. Miscellaneous Trustee
  
- IV. Petitions and Communications – This is an opportunity for anyone to address the Village Board on any issue NOT on the current agenda. While the Board encourages input from residents of the Village, it may not discuss or act on any issue that is not duly noticed on the agenda.

V. General Business

1. Discussion/action to award a contract for the 2016 Emerald Ash treatment project to First Choice Tree Care.
2. Discussion/action to award a contract for the 2016 Emerald Ash tree removal project to T&T Tree Services, LLC.
3. Discussion/action to award a contract for the 2016 Emerald Ash tree planting project to Flagstone Landscape Inc.
4. Discussion/action on Ordinance No. 1819 to establish load limits and exceptions on all Village alleys.
5. Discussion/action on Resolution No. 2965 to update the Claims Processing Policy.
6. Discussion/action on water tower lease amendment with AT&T.
7. The Board may convene into Closed Session pursuant to Wisconsin State Statute §19.85(1)(e) deliberating or negotiating the purchase of public property, investing of public funds, conducting other specified business whenever competitive and/or bargaining reasons require a closed session – specifically regarding potential development opportunities.
8. The Board may reconvene to open session. The Board reserves the right to take action on any topic discussed in closed session.

VI. Adjourn

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals.



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## REGULAR VILLAGE BOARD MEETING

A regular meeting of the Board of Trustees of Whitefish Bay was held in the Village Board Room of Village Hall, 5300 North Marlborough Drive, March 7, 2016

Pursuant to law, written notice of this meeting was given to the press and posted on the public bulletin boards.

### **I. Call to Order and Roll Call**

President Siegel called the meeting to order at 7:01 pm.

Present: Trustees Saunders, Miller, Serebin (arrived at 7:03pm), Demet, Fuda, Davis and President Siegel.

Also Present: Village Manager Steve Sheiffer  
Village Attorney Chris Jaekels  
Assistant Manager Paul Boening  
Police Chief Michael Young  
Library Director Nyama Marsh  
Finance Director Jen Amerell  
Director of Building Services Joel Oestreich  
Director of Public Works John Edlebeck  
Staff Engineer Spencer Charczuk  
Assistant Clerk Caren Brustmann

### **II. Consent Agenda**

It was moved by Trustee Davis, seconded by Trustee Miller, and unanimously carried by the Village Board to approve the consent agenda as presented.

1. Honoring the Memory of longtime Whitefish Bay resident and former Village President Pat Matthews who passed away on February 21<sup>st</sup>.
2. Minutes of regular meeting held on February 15, 2016.
3. Minutes of special meeting held on February 25, 2016.
4. Claims for February 2016.
5. Temporary Class B Beer/Wine License for Whitefish Bay Little League "Play Ball" event on April 9<sup>th</sup>.
6. Referral of Ordinance to Plan Commission (Ord. No. 1820 regarding establishment of District 4B of the Zoning Code (Park District)).
7. Referral of Ordinance to Plan Commission (Ord. No. 1821 to Rezone those portions of Milwaukee County parkland located in the Village of Whitefish Bay (Big Bay Park and Estabrook Park) from District 4 – Churches, Public Buildings & Grounds to District 4B – Park District).
8. Referral of Ordinance to Plan Commission (Ord. No. 1822 to Certify the District 2 Zoning Designation of the following properties located on E. Courtland Place: 1100, 1106, 1112, 1118, 1124, 1200, 1206, 1212, 1218, 1224, 1230, 1236 and 1242 and to correct the Official Zoning Map of the Village of Whitefish Bay to reflect said designation).

### **III. Report of Village Officers**

1. Village Attorney – No report
2. Village Manager

Village Manager Steve Sheiffer commented on the policy issue for lead/water service lines. The Village's water system meets all State and Federal regulations in regards to the quantity of lead in the water. The Public Works Committee will be addressing the issues concerning the replacement of home services and testing. He has approved the replacement of a Village service line where the property owner's service line is leaking.

3. Village President – No report
4. Miscellaneous Trustee Reports – No reports

### **III. Petitions and Communications**

Jan Eder, 401 E. Beaumont Ave #313; Resident of the Beaumont Place apartments. Stated the intersections at N. Hollywood Ave & E. Silver Spring Dr and N. Consaul Pl & E. Silver Spring Dr. are very dangerous to cross because of traffic and parked vehicles obstructing view. A pedestrian crossing sign was taken down at N. Hollywood Ave. due to the trucks needing to plow in the winter. Mr. Eder also suggested the parking spot directly in front of City Market should also be blocked because cars cannot see pedestrians crossing due to parked vehicles obstructing their view.

### **IV. General Business**

#### **1. Discussion/action on Resolution No. 2964 pertaining to Employee Handbook revisions.**

It was moved by Trustee Fuda, seconded by Trustee Davis, and unanimously carried by the Village Board to approve Resolution No. 2964 pertaining to Employee Handbook revisions.

### **VI. Adjourn**

There being no further business, it was moved by Trustee Fuda, seconded by Trustee Saunders, and unanimously carried by the Village Board to adjourn the meeting at 7:57 pm.

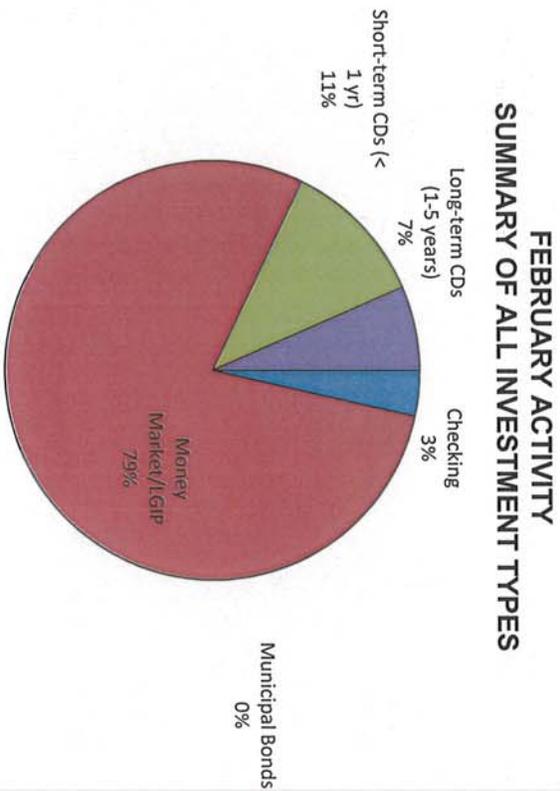
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Caren Brustmann  
Assistant Clerk

# Summary of Investments February 2016

JIRA  
3/16/2016

Cash/Investment Type	Balance End of Month
BMO Harris Checking Account	\$ 913,886.00
<b>LGIP</b>	
Interest earned	\$ 20,156,786.12
	\$ 6,906.69
<b>General Investments</b>	
Money Market	\$ 7,630.45
Short-term CDs (less than 1 year)	\$ 1,588,399.67
Long-term CDs (1-5 years)	\$ 1,456,650.16
Municipal Bonds	\$ -
Interest Accrued	\$ 13,620.25
<b>General Bond Proceeds</b>	
Money Market	\$ 17,468.77
Short-term CDs (less than 1 year)	\$ 699,985.75
Long-term CDs (1-5 years)	\$ 250,000.00
Municipal Bonds	\$ -
Interest Accrued	\$ -
<b>Sewer Revenue Bond Proceeds</b>	
Money Market	\$ 464,439.51
Short-term CDs (less than 1 year)	\$ 696,956.72
Long-term CDs (1-5 years)	\$ -
Municipal Bonds	\$ -
Interest Accrued	\$ -
<b>Total - all Sources</b>	
Checking	\$ 913,886.00
Money Market/LGIP	\$ 20,646,324.85
Short-term CDs (less than 1 year)	\$ 2,985,342.14
Long-term CDs (1-5 years)	\$ 1,706,650.16
Municipal Bonds	\$ -
Interest Accrued	\$ 20,526.94



## MEMORANDUM

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*To:* Whitefish Bay Village Board  
*From:* Christopher J. Jaekels, Village Attorney  
*Date:* March 17, 2016  
*Subject:* Notice of Claim: Chad Wilsing

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Chad Wilsing was the individual who was shot in the shoulder by Whitefish Bay Police Officer Basting on July 13, 2015. On November 9, 2015, Mr. Wilsing's attorney served a Notice of Claim on the Village stating that the officer's actions were unreasonable and negligent and that the Police Department was negligent in transporting Mr. Wilsing from the hospital to the police station for the processing and investigation of the incident the day after the incident. Mr. Wilsing claims damages in the maximum statutory amount of \$50,000.

The Village has not responded to the Notice of Claim. It is our opinion and that of our claims adjuster at Cities and Villages Mutual Insurance Company that the Village has no liability in this matter. None of the acts complained of are "negligent" under the law and they therefore do not create any liability.

**We recommend no response to the Notice of Claim.** This will constitute an effective denial as the time for a response has expired. Mr. Wilsing will have until September 9, 2016 to file a lawsuit.

CJJ:das

March 14, 2016

To: Village Board

Subject: Consent agenda Item approving the JCC Easement Agreement

From: Steven Sheiffer - Village Manager *Steve*

At the time the JCC Development Agreement was approved in 2003, the Agreement required the Village to grant an Easement to the JCC for the use of the roadway from Port Washington to the North end of the JCC's internal access road. The last page of the attached Easement Agreement shows the roadway area clearly.

The JCC was required to reimburse the Village for 50% of the cost of ordinary maintenance and 33% of any upgrade.

The Village Attorney pointed out to me the Easement had never been executed. We followed up and the JCC was very cooperative in completing the easement.

Therefore we recommend the Village Board vote "to approve the Easement Agreement with the JCC dated March 21, 2016".

If you have any questions, please contact either Chris or me.

cc: Chris Jaekels Esq. - Village Attorney



Reinhart Boerner Van Deuren s.c.  
P.O. Box 2965  
Milwaukee, WI 53201-2965

1000 North Water Street  
Suite 1700  
Milwaukee, WI 53202-3197

Telephone: 414-298-1000  
Fax: 414-298-8097  
Toll Free: 800-553-6215  
reinhartlaw.com

March 10, 2016

Kristin K. Langhoff, Esq.  
Direct Dial: 414-298-8347  
klanghoff@reinhartlaw.com

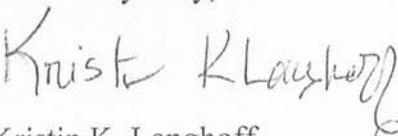
Christopher J. Jaekels, Esq.  
Davis & Kuelthau S.C.  
111 East Kilbourn Avenue, Suite 1400  
Milwaukee, WI 53202

Dear Chris:

I enclose the Easement Agreement between The Milwaukee Jewish Federation, Inc. and the Village of Whitefish Bay for the roadway from Port Washington Road to The Jewish Community Center. The Easement Agreement has been executed by Hannah Rosenthal, CEO of The Milwaukee Jewish Federation. Please have this signed by the appropriate Village official and recorded. If you prefer, you can send it back to me for recording.

Thank you.

Yours very truly,

  
Kristin K. Langhoff

Enc.

33701827

*3.11.16*

EASEMENT AGREEMENT

DOCUMENT NO.

This **EASEMENT AGREEMENT** (“**Easement Agreement**”) is made effective as of the 21 day of March, 2016 by and between The Milwaukee Jewish Federation, Inc., a Wisconsin corporation (“**Grantee**”), and the Village of Whitefish Bay, Wisconsin, a Wisconsin municipal corporation (“**Grantor**”). Grantee and Grantor are sometimes referred to herein individually as “Party,” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, Grantee is the owner of certain real property situated in both the Village of Fox Point and the Village of Whitefish Bay, County of Milwaukee, State of Wisconsin, as more particularly described in the site plan attached hereto as Exhibit A and made a part hereof (the “**Site Plan**”), and as described on Exhibit B attached hereto and made a part hereof (the “**Grantee Property**”); and

WHEREAS, Grantor is the owner of certain real property situated in the Village of Whitefish Bay, County of Milwaukee, State of Wisconsin, and more particularly shown on the Site Plan and as described on Exhibit C (“**Grantor Property**”); and

WHEREAS, the Grantee Property and the Grantor Property are sometimes referred to herein as the “**Properties**”; and

WHEREAS, an improved and paved roadway (the “**Road**”) exists across a portion of the Grantor Property which was constructed pursuant to the Settlement Agreement and Order and Development Agreement set forth below in the location as more particularly shown on the Site Plan, and as described on Exhibit D attached hereto and made a part hereof (“**Easement Area**”), which provides access to and abuts Port Washington Road, a public highway; and

WHEREAS, Grantee will use the Easement Area to provide pedestrian and vehicular ingress and egress to the Grantee Property, and to comply with zoning, planning, and traffic flow requirements established by various governmental entities having jurisdiction over the Property; and

WHEREAS, a certain Settlement Agreement entered into between the Grantor and the Grantee was entered into by judgment and order of the United States Federal Court for the

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS  
Christopher J. Jaekels, Esq.  
Davis & Kuelthau, s.c.  
111 East Kilbourn Avenue  
Suite 1400  
Milwaukee, WI 53202-6613

Parcel Identification Number

Eastern District of Wisconsin on December 31, 2003 ("**Settlement Agreement and Order**") setting forth the requirements for the operation of the Grantee Property and specifying that Grantor is to provide Grantee an easement via this Easement Agreement; and

WHEREAS, pursuant to the Settlement Agreement and Order, Grantor and Grantee entered into a Development Agreement dated December 8, 2003 ("**Development Agreement**") requiring the establishment of this Easement Agreement and identifying the intended use of the Grantee Property as being that contemplated in Whitefish Bay Municipal Ordinance No. 1657 ("**Ordinance No. 1657**") and the Development Agreement (including the Petition, Development Plan, and any attachments or amendments) (the "**Intended Use**").

NOW, THEREFORE, for valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and for other good and valuable consideration, including the terms, conditions, and mutual agreements contained herein, the Parties hereto agree as follows:

1. Purpose of Easement. The Parties hereto acknowledge and agree that the purpose of the Easement and rights granted herein is to provide pedestrian and vehicular ingress and egress from Port Washington Road to the Grantee Property, upon, over and through the Easement Area and the Road.

2. Grant of Easement. Grantor hereby grants to Grantee (and its guests, invitees, licensees, agents, employees, and contractors) a non-exclusive easement and right-of-way, upon, over and through the Easement Area and the Road for the full and free right of vehicular and pedestrian ingress, egress, access and right-of-way to and from the Grantee Property. Grantor is permitted to relocate the Easement Area subject to the following: (a) any such relocation shall be at Grantor's sole cost and expense; (b) the relocated Easement Area and Road shall provide and guarantee comparable access to and from Port Washington Road, including access for Service Traffic as set forth in Article V paragraph 14 of the Development Agreement ("**Service Traffic**") to and from the Grantee Property, and not otherwise adversely affect Grantee's use of the Grantee Property; (c) Grantor shall provide Grantee at least three (3) months' notice of its intent to relocate the Easement Area and Road; and (d) Grantor may not relocate the point at which the Road ties into the Grantee Property without the consent of Grantee, which consent shall not be unreasonably withheld.

3. Road, Ownership, Environmental Issues, and Upgrades. Grantor shall retain ownership of the Road. Grantor and Grantee shall each be solely responsible for costs for investigation and remediation of any wetlands or environmental contamination on their respective Properties. Grantor may, at its discretion, upgrade the Road from parkway specifications to Village street specifications (i.e. curb and gutter, storm sewer, sidewalks, etc.) ("**Upgrade**"). Grantee shall reimburse Grantor for thirty-three percent (33%) of the total costs of any Upgrade.

4. Maintenance and Repairs. Grantor shall maintain and repair the facilities included in the Easement Area and Road so that the Road is in good condition, free from holes and other defects ("**Maintenance and Repairs**"), and otherwise maintained in accordance with all

applicable government standards and requirements, if any, as applied to a parkway road of this type. Grantor's Maintenance and Repair responsibilities include, without limitation, resurfacing, sealing, filling and patching holes and cracks, providing adequate drainage, and removing snow and ice. If Grantor fails to perform or improperly performs Maintenance and Repair on the Easement Area or the Road, Grantee may, upon thirty (30) days prior notice to Grantor, or in the event of an emergency without prior notice, take or initiate such actions necessary to restore the condition of the Easement Area and the Road so as to preserve Grantee's rights described in this Easement Agreement. Such actions taken or initiated by Grantee shall be completed at the sole cost and expense of Grantee, and Grantor shall pay to Grantee, within thirty (30) days after receipt of a written request for reimbursement therefore, fifty percent (50%) of all reasonable costs and expenses incurred by Grantee in connection with the performance of Grantor's maintenance and repair obligations. Notwithstanding the foregoing, in the event that any repairs of the Easement Area or the Road are necessary due to the negligent or intentional actions of one of the Parties or its guests, invitees, licensees, agents, employees, contractors, or visitors, then such Party shall be solely responsible for any and all costs and expenses incurred to perform such repairs resulting from such actions or inactions.

5. Remittance by Grantee. Grantor shall annually between January 1 and March 31 provide Grantee with an itemized invoice for costs incurred in the prior calendar year for Maintenance and Repairs or Upgrade of the Easement Area and the Road, specifying that the Grantee is responsible for reimbursement of fifty percent (50%) of the total costs of Maintenance and Repairs and thirty-three percent (33%) of the total costs of any Upgrade. Grantee shall have ninety (90) days from receipt of the invoice in which to reimburse Grantor. If Grantee fails to pay the invoice in full within ninety (90) days, any unreimbursed costs under this Easement Agreement may, among other legal remedies of Grantee, be considered current charges for special services pursuant to Section 66.0627 Wis. Stats., as amended and may be placed on the property tax bill for that portion of Grantee's Property located within the Village of Whitefish Bay, Wisconsin which is taxable. Grantee specifically waives any right to a public hearing or notice under Section 66.0627(3)(b) Wis. Stats.

6. Limitations on Use by Either Party. Grantee shall be permitted to place gates or other barriers on the Grantee Property in order to prohibit access from the Roadway to the Grantee Property by vehicles not Grantee's or Grantee's invitees or licensees at any time provided Grantor's vehicles and emergency vehicles are granted passage through such gates or other barriers. Grantor reserves the right to temporarily (for a period not to exceed two consecutive days and not more than six (6) times annually) exclude the general public from entry upon the Easement Area provided however that Grantor shall provide Grantee written notice at least three weeks prior to any such exclusion and further provided that Grantor may not exercise such right during any Jewish Holiday or Special Event as defined in Ordinance No. 1657. Grantor and Grantee reserve the right to temporarily or permanently limit access from their respective Properties to certain invitees, agents, and licensees at their discretion. Grantee hereby agrees to provide access to Grantee's Property from the Easement Area and Road at all times for purposes of emergency vehicle access and public safety. Grantor shall provide Grantee access to all areas of the Easement Area and Road at all times in which it makes the Easement Area and

Road available to the general public. Grantor retains the right to enforce all Village Ordinances and applicable State statutes on and within the Easement Area and Road.

7. Alternate Service Traffic Access. In the event of any Maintenance and Repair, Termination, or Limitations on Use by the Grantor, which result in restriction or closure of Service Traffic on the Easement, the Grantor shall designate alternate routes for access by Service Traffic to and from the Grantee Property to satisfy the requirements of the Development Agreement.

8. Enforcement of Laws and Regulations. The Village shall treat the Road as a public right-of-way for purposes of enforcement of all applicable State and Village laws and regulations.

9. Eminent Domain Rights. Nothing in this Easement Agreement shall be construed as a full or partial waiver or release of any rights of Grantor or Grantee under Wisconsin's Eminent Domain Statutes in Chapter 32 Wis. Stats. as amended.

10. Governmental Immunity. Nothing in this Easement Agreement shall be construed as a full or partial waiver or release of any governmental immunity rights of the Grantor under applicable law.

11. Term. The term of this Easement Agreement, and the rights and obligations granted hereunder, shall be perpetual.

12. Termination. Grantor shall have the right, in its sole discretion to terminate this Easement Agreement for cause on ninety (90) days advance notice at such time as the Grantee Property is no longer owned by the Grantee (or an equivalent successor approved by Grantor for succession pursuant to the Development Agreement) or at such time as the Grantee Property is no longer used for the Intended Use as provided in Whitefish Bay Village Ordinance No. 1657 and in compliance with the Development Agreement.

13. Signage/Naming Rights. Any signage, and any naming rights, posted on or applied to the Easement Area and Road shall be subject to the approval of the Grantor at its sole discretion.

14. Indemnification; Hold Harmless. To the fullest extent permitted by law, the Parties shall each be liable for their own acts, omissions and negligence, and each agrees to indemnify and hold the other harmless for any injuries, losses, damages, costs and expenses resulting thereby.

15. Binding Effect. This Easement Agreement shall run with the land and shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of the properties and all persons claiming under them. This Easement Agreement shall not operate to convey to the Grantee or any future owner of the Grantee Property, the fee to any part of the Easement Area or the Road.

16. Extensions and Renewals. By virtue of Section 893.33 of the Wisconsin Statutes currently in effect, easements for the use of real estate set forth in a recorded instrument may be unenforceable after the expiration of various time periods, unless an instrument as prescribed in the Statute is filed for recording. The Parties agree that the easements and conditions set forth in this Easement Agreement are to be extended beyond the applicable time periods set forth in the Statute. The Parties hereto, any successors or assigns of the Parties, and/or any subsequent owners of the Properties may, from time-to-time, file of record the proper instrument for the purpose of extending the easement rights, obligations and conditions stated herein beyond the statutory periods so that such easements, rights, obligations, and conditions are not terminated. Failure to record such instruments shall not constitute a waiver or release by any Party of any rights under this Easement Agreement.

17. Disputes. Any dispute between the Parties with regard to this Easement Agreement shall be subject to binding arbitration pursuant to the rules of the American Arbitration Association.

18. Governing Law. This Easement Agreement shall be governed by the laws of the State of Wisconsin without giving effect to its conflict of laws provisions.

19. Amendments. No change or modification of this Easement Agreement shall be valid unless the same is in writing and signed by all of the Parties hereto.

20. Invalidity. The invalidity or unenforceability of any provision of this Easement Agreement shall not affect its other provisions, and this Easement Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted.

21. Agreement Interpretation. The Parties to this Easement Agreement participated fully and equally in its negotiation and preparation. This Easement Agreement shall not be more strictly construed, nor any ambiguities within this Easement Agreement resolved, against any Party. It is the intent of the Parties that this Easement Agreement be binding on all Parties and not illusory. Thus, wherever this Easement Agreement grants discretion to any Party, which might otherwise make this Easement Agreement illusory, the Party exercising its discretion must act according to standards of reasonableness and good faith.

22. Capitalized Terms. All capitalized terms not defined herein shall have the meaning ascribed to them in Ordinance No. 1657.

23. Waiver. No delay or omission by any Party in exercising any right or power arising out of any default under any of the terms or conditions of this Easement Agreement shall be construed to be a waiver of the right or power. A waiver by a Party of any of the obligations of the other Party shall not be construed to be a waiver of any breach of any other terms or conditions of this Easement Agreement.

24. Notices. Any notice required under this Easement Agreement shall be in writing and delivered to the respective parties at the addresses provided in Article VI paragraph 13 of the Development Agreement.



**GRANTOR:**

VILLAGE OF WHITEFISH BAY, WISCONSIN  
a municipal corporation,

By: \_\_\_\_\_  
Julie Siegel, Village President

STATE OF WISCONSIN     )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016, the above-named Julie Siegel, and to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission Expires: \_\_\_\_\_

This instrument was drafted by,  
and after recording should be returned to:

Christopher J. Jaekels, Esq.  
Davis & Kuelthau, s.c.  
111 East Kilbourn Avenue – Suite 1400  
Milwaukee, Wisconsin 53202

**EXHIBIT A**

Site Plan

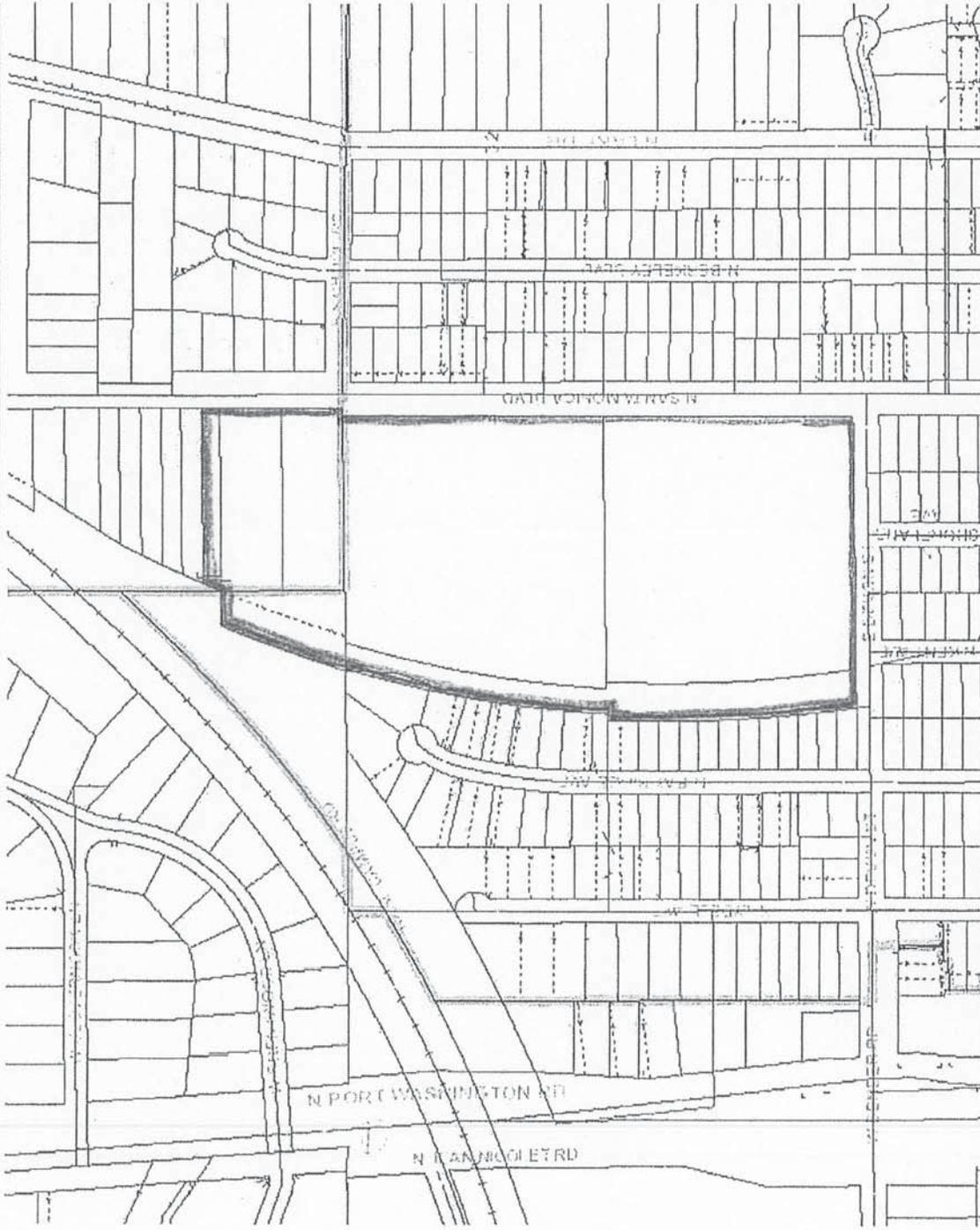


**EXHIBIT B**

Grantee Property



# MILWAUKEE COUNTY INTERACTIVE MAPPING SERVICE



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NAD\_1927\_StatePlane\_Wisconsin\_South\_FIPS\_4803  
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

## Legend

- Taxparcel Boundary
- ParcelLine
- ExtParcelLine
- ROW
- Right of Way
- Railway
- Carto Line
- Extended Tie Line, Hook, or PT
- Dimension, Identification, or Note A
- TieLine
- Easement
- MeanderLine
- CivlDivision
- Subdivision
- Current
- Old
- Condo
- Current
- Old
- CSM
- Current
- Old
- Water
- Plat of Survey
- Foreclosure
- Subdivision Docs
- Condo Docs
- CSM Docs
- 2015 COLOR
- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3
- Road Centerlines
- US Highway
- State Highway
- County Road
- Ramp
- Parcel Lines
- Easement Lines
- Easement Leader
- Easement Line
- Platted Lands

1: 4,514

## Notes



EXHIBIT C

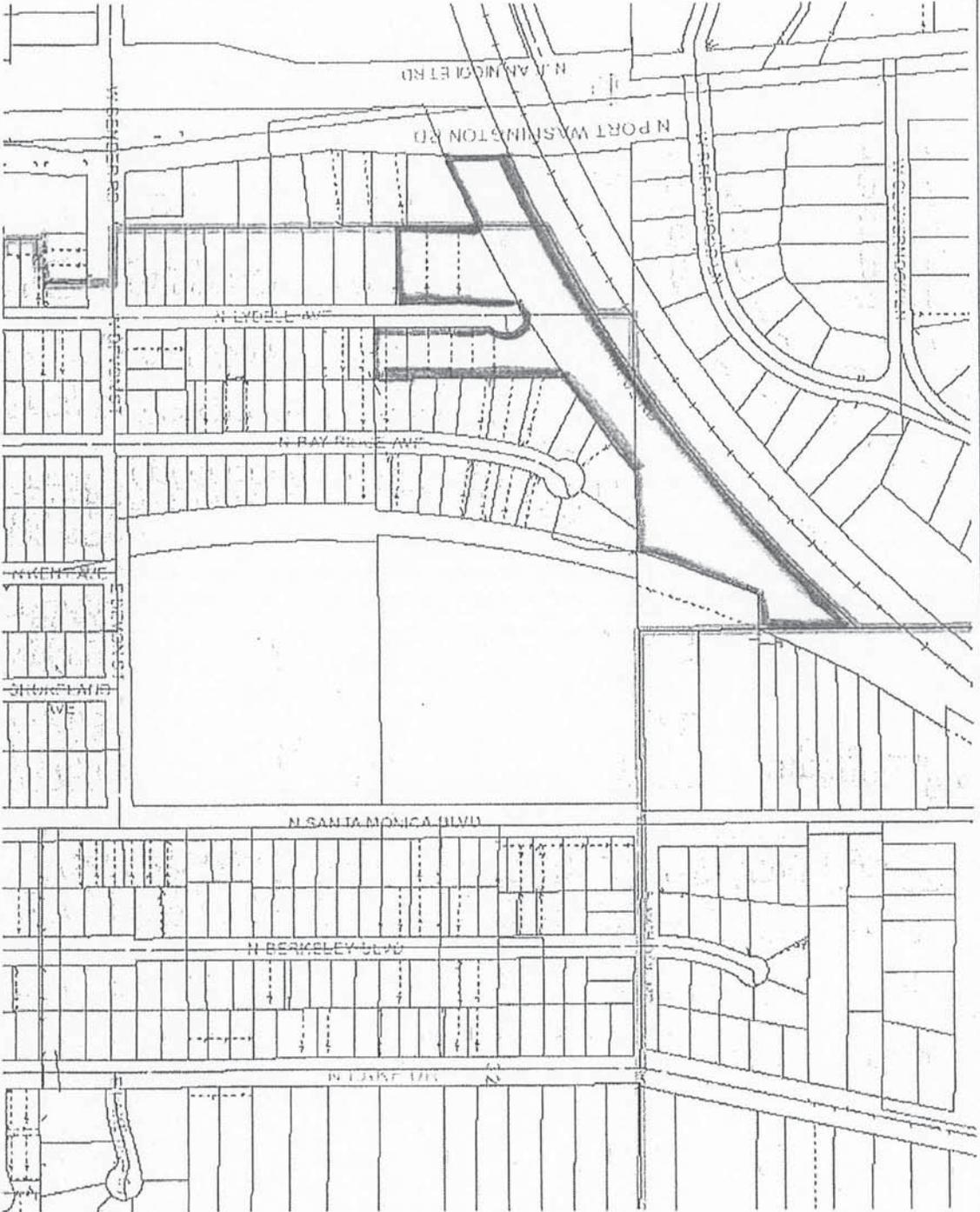
Grantor Property







# MILWAUKEE COUNTY INTERACTIVE MAPPING SERVICE



NAD\_1927 StatePlane\_Wisconsin\_South\_FIPS\_4803  
© MCAMLIS  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

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## Legend

- Taxparcel Boundary
- ParcelLine
- EasementLine
- ROW
  - Right of Way
  - Railway
- Carto Line
  - Extended Tie Line, Hook, or PT
  - Dimension, Identification, or Note A
  - TieLine
- Easement
  - MeanderLine
  - CivilDivision
- Subdivision
  - Current
  - Old
- Condo
  - Current
  - Old
- CSM
  - Current
  - Old
- Water
- Plat of Survey
- Foreclosure
- Subdivision Docs
- Condo Docs
- CSM Docs
- 2015 COLOR
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3
- Road Centerlines
  - US Highway
  - State Highway
  - County Road
  - Ramp
- Parcel Lines
- Easement Lines
  - Easement Leader
  - Easement Line
- Platted Lands

1:4,514



## Notes

**EXHIBIT D**

Legal Description of Easement Area

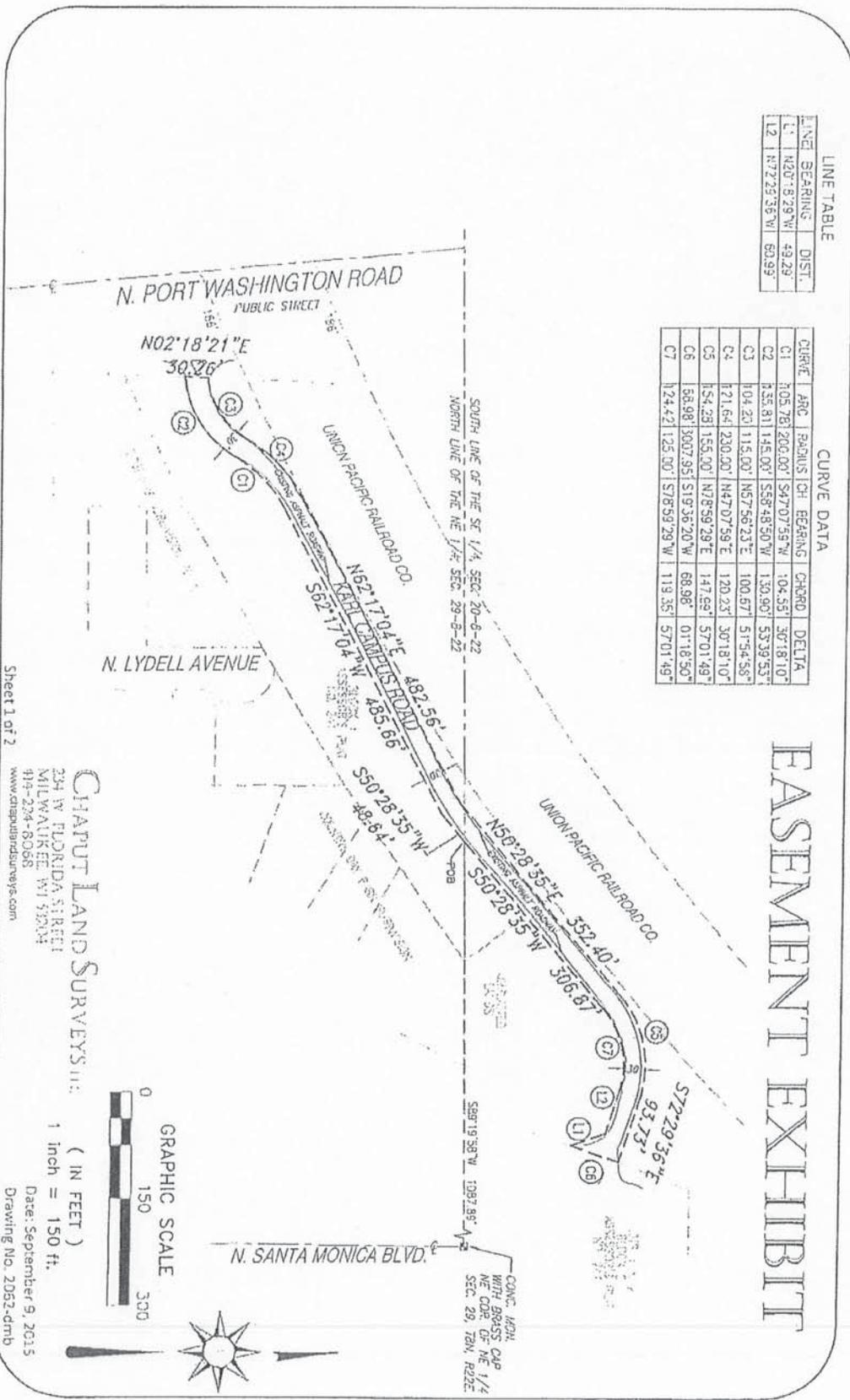
LINE	BEARING	DIST.
C1	N20°18'29"W	49.29'
L2	N72°29'36"W	60.99'

LINE TABLE

CURVE	ARC	RADIUS	CH. BEARING	CHORD	DELTA
C1	105.78'	206.00'	S47°07'59"W	104.53'	30°18'10"
C2	835.81'	145.00'	S58°48'50"W	130.90'	53°39'53"
C3	104.20'	115.00'	N57°56'23"E	100.67'	57°54'58"
C4	121.64'	230.00'	N47°07'59"E	120.23'	30°18'10"
C5	54.29'	155.00'	N28°59'29"E	147.69'	57°01'49"
C6	66.98'	300.00'	S19°36'20"W	68.98'	01°18'50"
C7	124.42'	125.00'	S78°59'29"W	119.35'	57°01'49"

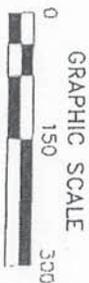
CURVE DATA

# EASEMENT EXHIBIT

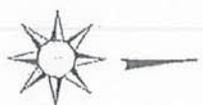


Sheet 1 of 2

CHAPUT LAND SURVEYS, INC.  
 234 W. FLORIDA STREET  
 MILWAUKEE, WI 53234  
 414-234-8068  
 www.chaputlandsurveys.com



Date: September 9, 2015  
 Drawing No. 2052-dmb



CONC. IRON  
 WITH BRASS CAP  
 NE COR. OF NE 1/4  
 SEC. 29, T4N, R22E

# EASEMENT EXHIBIT

## CLIENT

Village of Whitefish Bay

## SITE ADDRESS

Situated on North Port Washington Road, Village of Whitefish Bay, Milwaukee County, Wisconsin

## EASEMENT DESCRIPTION

Part of Block 1 Assessors Plat No. 241 and unplatted lands in the Southeast 1/4 of the Southeast 1/4 of Section 20 and the Northeast 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 29, Township 8 North, Range 22 East, in the Village of Whitefish Bay, Milwaukee County, State of Wisconsin, bounded and described as follows: Commencing at the Northeast corner of the Northeast 1/4 of said Section 29; thence South 89°19'58" West along the North line of said Section 1087.89 feet to the beginning of the lands hereinafter described; thence South 50°28'35" West 48.64 feet to a point; thence South 62°17'01" West 485.66 feet to a point; thence Southwesterly 105.78 feet along the arc of a curve whose center lies to the Southeast, whose radius is 200.00 feet and whose chord bears South 47°07'59" West 104.55 feet to a point, thence Southwesterly 135.81 feet along the arc of a curve whose center lies to the Northwest, whose radius is 145.00 feet and whose chord bears South 58°48'50" West 130.90 feet to a point on the East line of North Port Washington Road; thence North 02°18'21" East along said East line 30.26 feet to a point; thence Northeasterly 104.20 feet along the arc of a curve whose center lies to the Northwest, whose radius is 115.00 feet and whose chord bears North 57°56'23" East 100.67 feet to a point; thence Northeasterly 121.64 feet along the arc of a curve whose center lies to the Southeast, whose radius is 230.00 feet and whose chord bears North 47°07'59" East 120.23 feet to a point; thence North 62°17'04" East 482.56 feet to a point; thence North 50°28'35" East 352.40 feet to a point; thence Northeasterly 154.28 feet along the arc of a curve whose center lies to the South, whose radius is 155.00 feet and whose chord bears North 78°59'29" East 147.99 feet; thence South 72°29'36" East 93.73 feet to a point on the West line of Block 2 of said Assessors Plat No. 241; thence Southwesterly 68.98 feet along the arc of a curve whose center lies to the Southeast, whose radius is 3007.95 feet and whose chord bears South 19°36'20" West 68.98 feet to a point; thence North 20°18'29" West 49.29 feet to a point; thence North 72°29'36" West 60.99 feet to a point; thence Southwesterly 124.42 feet along the arc of a curve whose center lies to the South, whose radius is 125.00 feet and whose chord bears South 78°59'29" West 119.35 feet to a point; thence South 50°28'35" West 306.87 feet to the point of beginning.

CHAPUT LAND SURVEYS LLC

234 W. FLORIDA STREET  
MILWAUKEE, WI 53204  
414-221-8068  
www.chaputlandsurveys.com

Sheet 2 of 2

Date: September 9, 2015  
Drawing No. 2062-dmb

March 14, 2016

To: Village Board

Subject: Consent agenda Item approving the Termination and Equipment Transfer Agreement with Cricket Communications LLC.

From: Steven Sheiffer - Village Manager 

The Village has a lease agreement with Cricket Communications for use of the Water Tower. The lease was effective March 1, 2008 and the monthly rent is \$ 3,424.02.

Cricket has decided to terminate the lease and the Village Attorney has negotiated the attached Agreement. The lease provides for Cricket to pay the monthly rent thru March 31, 2016; a termination fee of \$41,088.24; and \$22,500 in lieu of removing their equipment. We prefer to have a Village contractor remove the equipment from the Water Tower.

If you have any questions, please contact either Chris or me.

cc: Chris Jaekels Esq. - Village Attorney

Market: MKE  
Site Name: LYDELL/VILLAGE OF WHITEFISH BAY  
Site #: MKE-035A  
Fixed Asset #:

### TERMINATION AND EQUIPMENT TRANSFER AGREEMENT

This Termination and Equipment Transfer Agreement (the "Agreement") is made effective this 31 day of March, 2016 (the "Effective Date"), by and between Cricket Communications, LLC., a Delaware corporation, with an address at 7337 Trade Street, Suite 1600, San Diego, CA 92121, Attn: Network Real Estate Administration ("Cricket"), and Village of Whitefish Bay, a Wisconsin Municipal Corporation, with an address at 5300 North Marlborough Drive, Whitefish Bay, WI 53217 ("Landlord").

### WITNESSETH

WHEREAS, Cricket and Landlord (or its respective predecessors) are parties to a certain Water Tower and Ground Lease Agreement (the "Lease") dated March 1, 2008, whereby Cricket was entitled to install, maintain, operate and remove communications equipment and appurtenances described in the Lease (the "Equipment") at a water tower owned or operated by Landlord and located at 6321 North Lydell, Whitefish Bay, WI (the "Site"); and

WHEREAS, Cricket has notified Landlord that Cricket intends to terminate the Lease; and

WHEREAS, the parties wish to modify Cricket's responsibility for removal the Equipment from the Site under the Lease; and

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants contained herein and intending to legally be bound hereby, agree as follows:

- 1. Termination of Lease:** Landlord hereby acknowledges and agrees that as of the Effective Date, this Agreement shall serve as notice of Cricket's termination of the Lease. The Lease shall terminate as of March 31, 2016 (the "Lease Termination Date"), rendering the Lease null and void. All rights and obligations of the parties under the Lease shall terminate as of the Lease Termination Date, except for those rights and obligations which expressly survive the termination of the Lease including but not limited to Cricket's obligation to pay Landlord a termination fee equal to Forty-One Thousand Eighty-Eight Dollars and 24/100 (\$41,088.24) as stated in Section 16.1(a) of the Lease (the "Termination Fee"). Cricket agrees to pay the Termination Fee within sixty (60) days after the Lease Termination Date. Cricket will also pay all monthly rent up to March 31, 2016 in the amount of Three Thousand Four Hundred Twenty-Four and 02/100 (\$3,424.02).
- 2. Consideration:** As consideration for Landlord's agreement to the terms and conditions described herein, including but not limited to Landlord's assumption of the obligation to remove any and all Equipment remaining at the Site, Cricket agrees to pay the amount of Twenty-Two Thousand Five Hundred Dollars and 00/100 (\$22,500.00) (the "Pay and Walk Fee") within sixty (60) days after the full execution and delivery of this Agreement.
- 3. Transferred Equipment:** All of Cricket's right, title, and interest in and to the Equipment that remains located at the Site, as referenced and attached hereto as Exhibit A, (the "Transferred Equipment") shall be deemed to be automatically transferred to Landlord free and clear of all liens and encumbrances, as of March 31, 2016 (the "Transfer Date"). The Transferred Equipment includes the building/shelter and adjoining structural components, and all other equipment remaining on the Site as of the Transfer Date. Landlord shall be solely responsible for, and shall pay, any and all taxes, including sales/use/property taxes that may be due in connection with the

transfer of the Transferred Equipment. Landlord agrees to assume all of the rights and obligations of Cricket, including removal, for the Transferred Equipment.

4. **Hazardous Substances:** Landlord hereby acknowledges that the Transferred Equipment may include electronic equipment, batteries and emergency power engines which contain substances that may be identified as hazardous, toxic and/or dangerous under applicable federal, state and/or local laws and regulations ("Hazardous Substances"). From and after the Transfer Date, Landlord agrees to hold harmless and indemnify Cricket, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding, to the extent arising from the Transferred Equipment, including any electronic equipment, batteries, and emergency power engines, and any Hazardous Substances derived therefrom, that arise subsequent to the Transfer Date. It is the present intention of Landlord that the Transferred Equipment, including without limitation any electronic equipment, batteries, and emergency power engines if present, will be used again for their original intended use, rather than scrapped or disposed of.
5. **No Warranty:** The parties hereby explicitly acknowledge and agree that the Transferred Equipment is being transferred "as is, where is" with all faults and without warranty. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE CONDITION, QUALITY, MERCHANTABILITY AND FITNESS OR SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE ARE HEREBY EXCLUDED AND DISCLAIMED. CRICKET SHALL HAVE ABSOLUTELY NO OBLIGATION TO REPAIR OR REPLACE ANY OF THE TRANSFERRED EQUIPMENT.
6. **Indemnification:** Cricket shall indemnify and hold harmless Landlord against claims of third parties in or to the Transferred Equipment that arose prior to the Transfer Date. Landlord shall indemnify and hold harmless Cricket against claims of third parties relating to the Transferred Equipment that arise subsequent to the Transfer Date.
7. **Waiver and Release:** In consideration of this Agreement, Cricket hereby waives remuneration for the full market value of the Transferred Equipment. As of the Transfer Date, Landlord hereby releases Cricket from all of the remaining responsibilities and obligations of Cricket under the Lease, including removal of the Transferred Equipment. The parties specifically acknowledge that the Lease contained provisions that were expressly intended to survive the expiration or termination of the Lease. The foregoing notwithstanding, the parties agree that any such responsibility or obligation shall remain in full force and effect and is incorporated by reference into this Agreement. Landlord agrees to release and hold Cricket harmless for any defect in the Transferred Equipment.
8. **Construction:** Each party has had the opportunity for its own counsel to review this Agreement and participate in its drafting. Therefore, the rule construing the document against the drafter shall not apply to this Agreement or against any party.
9. **Amendment:** No amendment, supplement, modification, or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by the party to be bound thereby.
10. **Waiver:** No waiver by either party of any provision herein shall be deemed a waiver of any other provision or of any prior or subsequent breach of any provision herein.

11. **Assignment:** Neither this Agreement nor any rights or obligations under this Agreement shall be assignable by either party without the prior written consent of the other parties.
12. **Authorization:** The signatories hereto represent that they are duly authorized to execute this Agreement on behalf of their respective entities.
13. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.
14. **Choice of Law:** This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State where the Site is located.
15. **Counterparts:** This Agreement may be executed in more than one original, and the parties agree that each original executed shall be treated as the original for all purposes. Facsimile signatures shall be acceptable to both parties and shall be deemed original signatures.
16. **Severability:** If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
17. **Survival:** All terms, covenants and obligations contained in the Agreement shall remain in full force and effect without any limitation.

**[Signatures Appear on Following Page]**

**IN WITNESS WHEREOF, the parties have signed this Agreement on the date above written.**

**Cricket Communications, LLC.**

a Delaware corporation

\_\_\_\_\_  
(Signature)

**VICTORIA FORBES**

\_\_\_\_\_  
(Name Typed)

**DIRECTOR OF REAL ESTATE**

\_\_\_\_\_  
(Title)

**Village of Whitefish Bay,  
a Wisconsin Municipal Corporation  
Landlord**

\_\_\_\_\_  
(Signature)

**JULIE SIEGEL**

\_\_\_\_\_  
(Name Typed)

**VILLAGE PRESIDENT**

\_\_\_\_\_  
(Title)

EXHIBIT A  
TRANSFERRED EQUIPMENT

ITEMS REMAINING ON SITE:	NA	TRANSFERRED
BTS		X
Coax		X
Platform		X
Antennas		X
Antenna Mounts		X
Doghouse	X	
Duct bank		X
Conduit		X
Ice Bridge	X	
Fencing		X
Cable Tray		X
Waveguide ladder	X	
PTC/PPC		X
Ground Ring		X
Ground Vaults	X	
H-Frame		X
Microwave	X	
Shelter	X	

STATE OF WISCONSIN MILWAUKEE COUNTY VILLAGE OF WHITEFISH BAY

ORDINANCE NO: 1823

**An Ordinance to Amend Sections 1.18, 1.19, 1.33, 16.091 and 16.099 and to Create Section 17.16 of the Municipal Code With Regard to the Posting of Legal Notices**

---

The Village Board of the Village of Whitefish Bay, Milwaukee County, Wisconsin does ordain as follows:

Section One: Section 1.18 of the Municipal Code is hereby repealed and recreated to read as follows:

1.18 Publication.

When required by law or ordinance, notices including agendas and minutes of meetings shall be published by posting in at least one public place in the Village likely to give notice to persons affected and electronically on the Village Internet website, and at two additional locations and in a published newspaper if required by statute based on the nature of the meeting or actions taken.

Section Two: Section 1.19(4) of the Municipal Code is hereby amended to insert the words “, and posting in places in the Village likely to give notice to persons affected and electronically on the Village Internet website.” at the end of the subsection.

Section Three: Section 1.33(4) of the Municipal Code is hereby amended to delete the words “in a newspaper in general circulation in the Village” and replace them with the words “in at least one public place in the Village likely to give notice to persons affected and electronically on the Village Internet website.”

Section Four: Section 16.091(F) of the Municipal Code is hereby amended to delete the words “in the official Village newspaper” and replace them with the words “in at least one public place in the Village likely to give notice to persons affected and electronically on the Village Internet website.”

Section Five: Section 16.099(4)(E) of the Municipal Code is hereby amended to delete the words “in the official Village newspaper” and replace them with the words “in at least one public place in the Village likely to give notice to persons affected and electronically on the Village Internet website.”

Section Six: Section 17.16 of the Municipal Code is hereby created to read as follows:

17.16 Publication of Village Actions and Notice.

Unless formal publication in a published newspaper or three locations for public posting are required by statute, all notices of Village meetings, agendas, hearings, minutes or actions which are otherwise required by ordinance or statute shall be

published by posting in at least one public place within the Village likely to give notice to persons affected and electronically on the Village Internet website. Instances in which formal publication in a published newspaper is required by statute include but are not limited to public hearings on the annual budget under Section 65.90(3)(A)1 and, pursuant to Section 895.05, charges, assessments, civil annexations, detachments, consolidations or incorporations under Chapters 59-66 or legal notices directed to specific individuals. Notice for the Board of Review under Section 70.47(2) requires posting in three public places within the Village and on the door to the meeting place.

Section Seven: All ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby and to such extent repealed.

Section Eight: This ordinance shall take effect and be in force from and after its passage and posting.

PASSED AND ADOPTED by the Village Board of Trustees of the Village of Whitefish Bay this \_\_\_ day of \_\_\_\_\_, 2016.

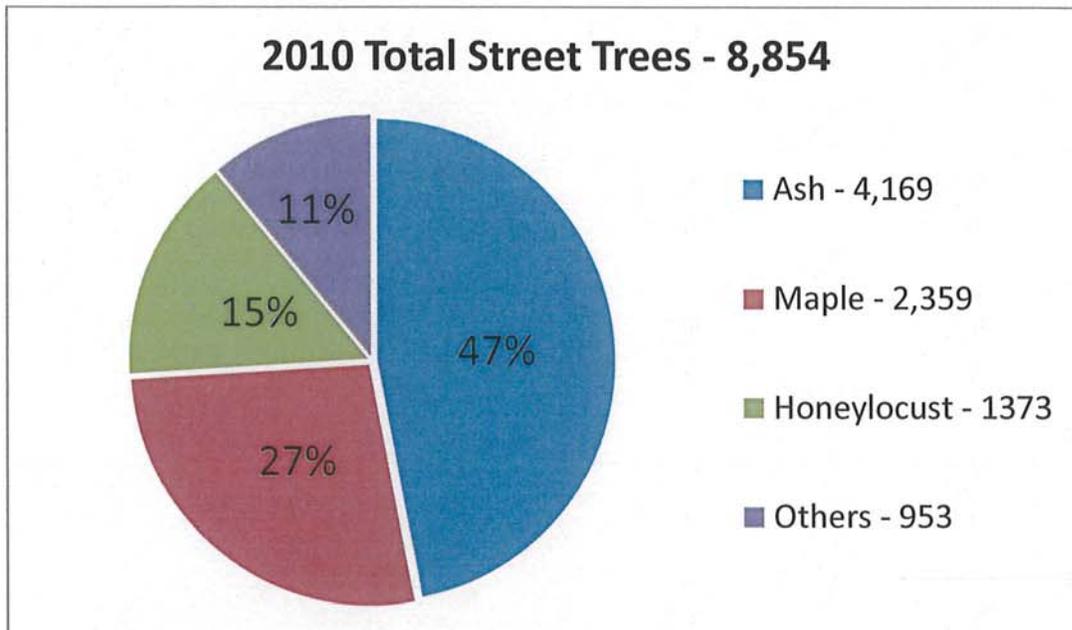
VILLAGE OF WHITEFISH BAY

\_\_\_\_\_  
Julie Siegel, Village President

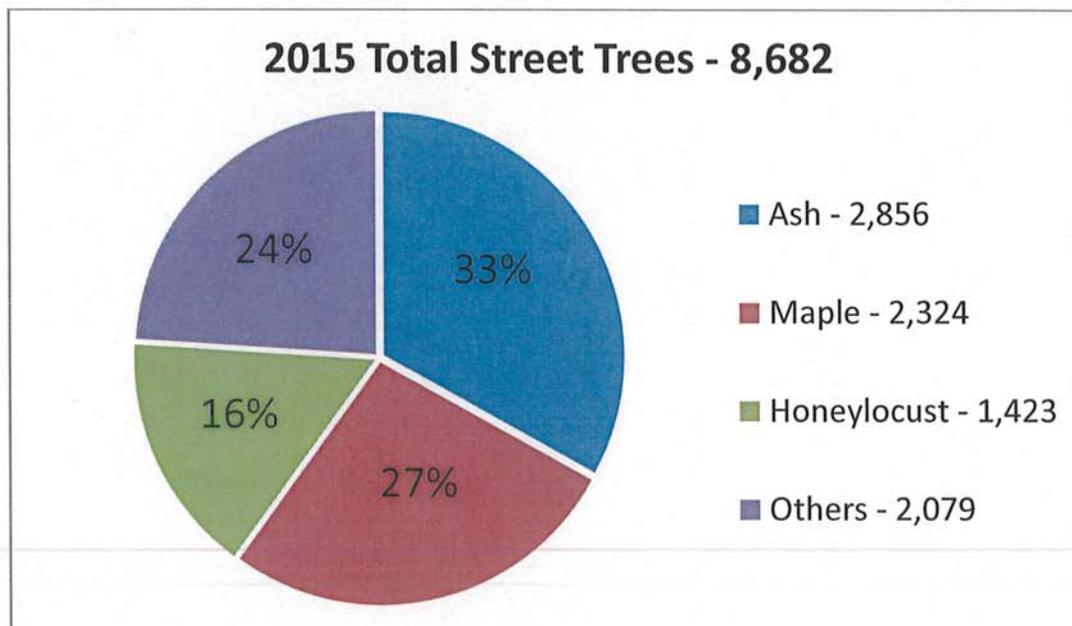
\_\_\_\_\_  
Jennifer Amerell, Village Clerk

## 2016 WFB - Emerald Ash Borer Management Plan Summary

In 2010, the year prior to the initiation of our EAB Management Plan, 47% of the total village street tree population was ash.



Following completion of the 2015 ash removal and replacement program, 33% of all village street trees are currently ash.



## Emerald Ash Borer Treatment Summary

The primary objective of our preventative treatment program is to protect the most desirable of our ash street trees from a potential EAB infestation. We began the treatment program in 2013. We currently have 1800 ash street trees under treatment, which represents approximately 63% of the remaining ash street tree population.

There are two treatment processes being utilized:

- 1) Soil injection method – Used on trees under 18” in diameter. This method requires annual treatment using the chemical product Merit (imidacloprid)
- 2) Trunk injection method – Used on trees 18” in diameter and larger. This method is more effective in protecting larger trees and is required every other year. This treatment process is more (approximately 2.5 to 3 times) expensive than the soil injection method and uses the chemical product Tree-age (Emamectin benzoate)

### How far has EAB spread since its 2002 discovery in Detroit, MI?

Emerald Ash Borer is found throughout the Midwest and mid-Atlantic states, as far north as Canada and as far south as Arkansas and Georgia.

There is EAB activity in 35 Wisconsin counties, mostly in the southern and southeastern part of the state.

In our local area, since 2008, EAB has been discovered in:

**Milwaukee County** – Milwaukee, Brown Deer, Cudahy, Fox Point, Franklin, Greendale, Greenfield, Hales Corners, Oak Creek, South Milwaukee, St. Francis, Wauwatosa, West Allis, Bayside and River Hills.

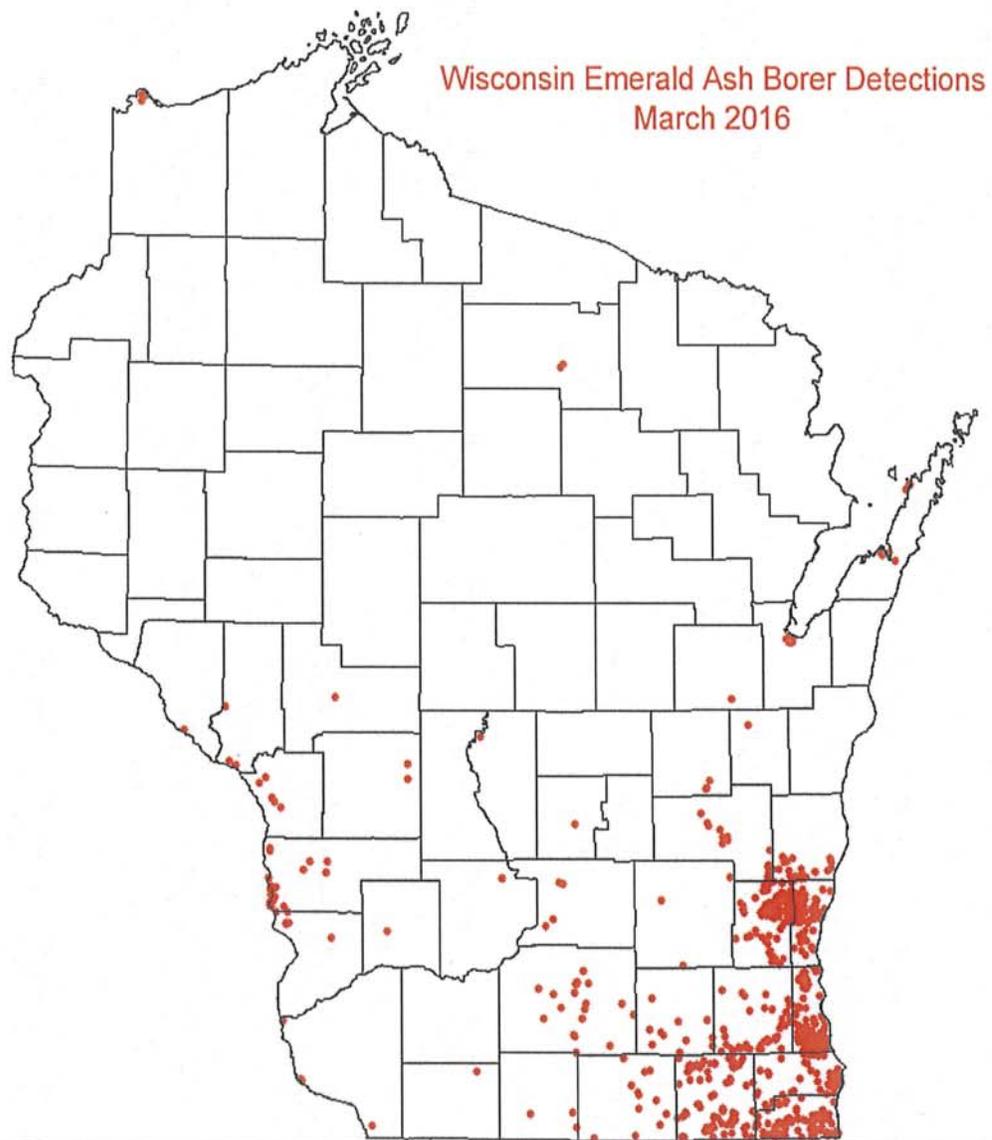
**Ozaukee County** – Mequon, Belgium, Cedarburg, Fredonia, Grafton, Newburg, Port Washington, Saukville and Thiensville.

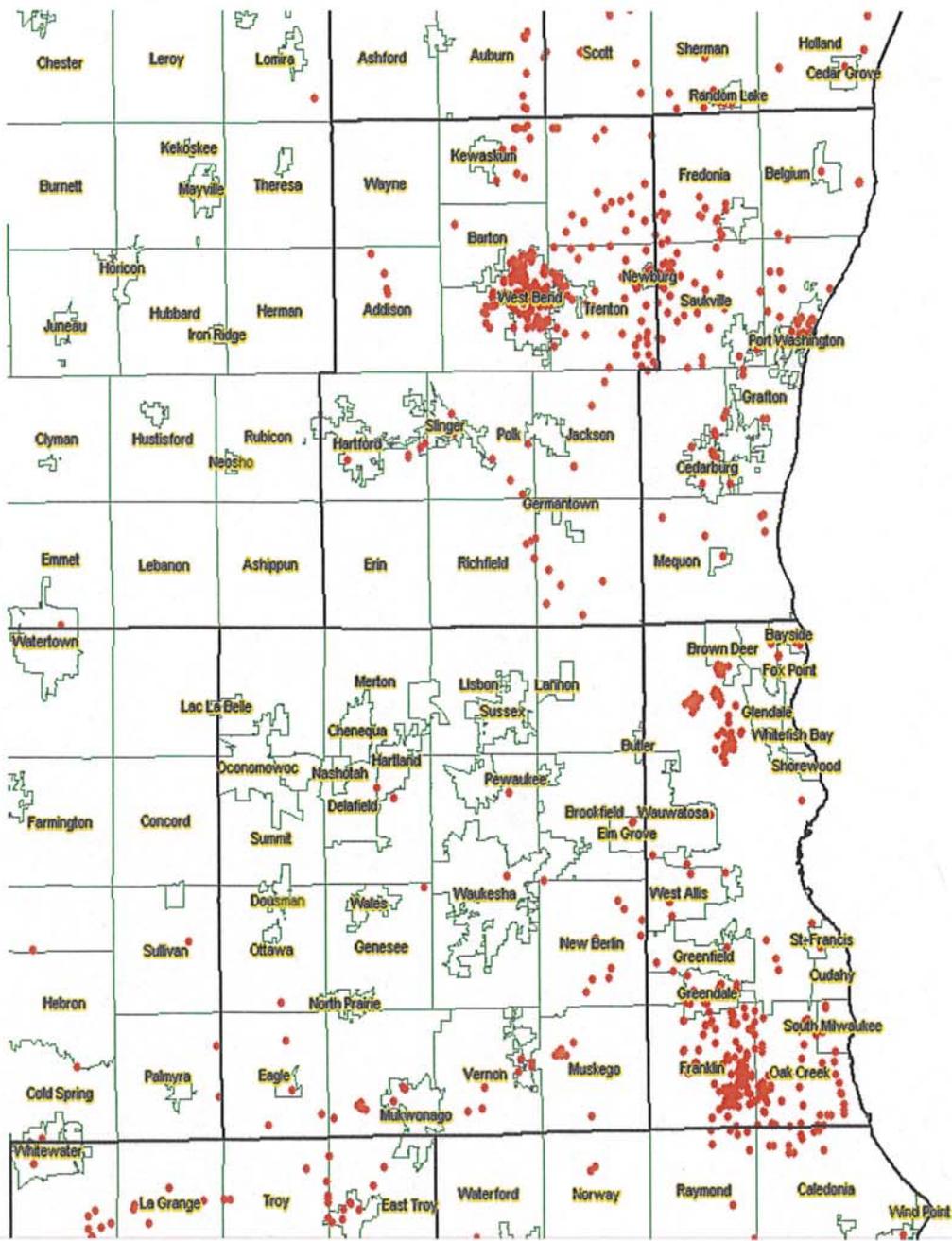
**Waukesha County** – Waukesha, Pewaukee, Delafield, Eagle, Elm Grove, Genesee, Hartland, Mukwonago, Muskego, New Berlin, Oconomowoc and Ottawa.

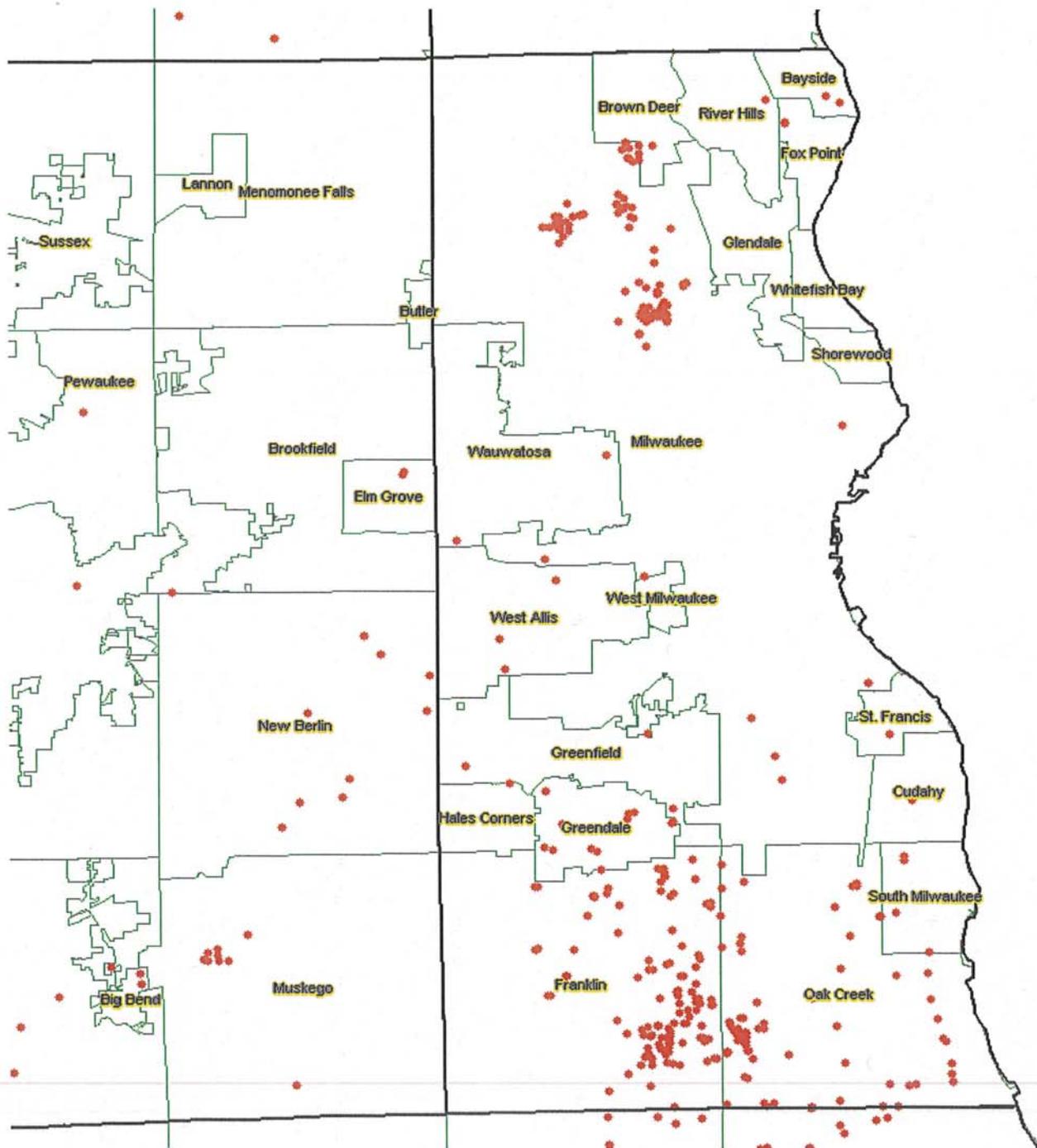
*To date, we have not had a confirmed discovery of Emerald Ash Borer in Whitefish Bay; however, in January and February of 2016 EAB was discovered in the Village of Fox Point, River Hills and Bayside. Please refer to the 3 attached maps indicating the presence of EAB throughout the state, regional and the Milwaukee County area. The red dots indicate the presence of EAB.*

**Our Goal** - Reduce the ash street tree population down to a manageable level of 20%.

Through the first 5 years of our removal and replacement program (2011-2015), we were able to remove/replace 1313 ash trees reducing the percentage down to 33%. Looking forward, to the next 5 years through 2020, if we were to assume a \$250,000 annual budget, we could reduce that percentage to approximately 21% by removing/replacing an additional 1000 ash trees. Future \$250,000 annual budgets also include expenses necessary for the continued preventative (protective) chemical treatment of approximately 1800 ash trees.









Village of Whitefish Bay  
5300 N. Marlborough Drive  
Whitefish Bay, Wisconsin 53217

Phone: 414-962-6690  
Fax: 414-962-5651

## Memorandum

To: John Edlebeck, Public Works Director  
From: Kevin Kaegi, Public Works Superintendent/Village Forester  
Date: March 14, 2016  
Re: Recommendation to Award 2016 EAB Treatment Project (Spring/Summer Soil & Trunk Flare Injection)

---

The village is in the sixth year of a multi-year Emerald Ash Borer Management plan which began in 2011. The preventative treatment portion of our EAB Management Plan began in 2013. As part of that plan, the village will continue treating existing ash street trees in order to protect them from the destructive emerald ash borer. Bids were solicited to treat approximately 1800 ash street trees ranging in size from 7" DBH to 27" DBH. Trees less than 18" DBH will be treated using the soil injection method. Trees greater than 18" DBH will be treated using the trunk injection method.

Three bids were submitted on March 11<sup>th</sup>. The 3 bids are:

First Choice Tree Care	\$ 106,440.56
M & M Tree Care	\$ 107,657.36
Crawford Tree and Landscape	\$109,468.20

Recommendation: Award the 2016 EAB Treatment Project to First Choice Tree Care in the amount of \$106,440.56, with funds coming from account #88000-542. The total amount in this account is \$225,000 for 2016.



Village of Whitefish Bay  
5300 N. Marlborough Drive  
Whitefish Bay, Wisconsin 53217

Phone: 414-962-6690  
Fax: 414-962-5651

## Memorandum

To: John Edlebeck, Public Works Director  
From: Kevin Kaegi, Public Works Superintendent/Village Forester  
Date: March 14, 2016  
Re: Recommendation to Award the 2016 EAB Tree Removal Project

---

The village is in the sixth year of a multi-year Emerald Ash Borer Management plan which began in 2011. As part of that plan, the village will continue removing existing ash street trees in order to replace them with non-ash tree species. Bids were solicited to remove approximately 130 ash street trees ranging in size from 7" DBH to 30" DBH (diameter at breast height).

Two bids were submitted on March 11<sup>th</sup>. The two bids are:

T & T Tree Services, LLC	\$ 50,968.00
Voss's Tree Service	\$ 62,237.50

Recommendation: Award the 2016 EAB Tree Removal Project to T&T Tree Services, LLC in the amount of \$50,968.00, with funds coming from account #88000-542. The total amount in this account is \$225,000 for 2016.

The following is a summary of the low bid removal costs, for ash trees within the 7" to 30" diameter range, since the initiation of our EAB Management Plan:

2011 - \$20.00/diameter inch (M&M Tree Service)  
2012 - \$17.00/diameter inch (T&T Tree Service)  
2013 - \$15.60/diameter inch (Voss's Tree Service)  
2014 - \$15.60/diameter inch (Voss's Tree Service)  
2015 - \$16.30/diameter inch (Bark River Tree Service)  
2016 - \$16.25/diameter inch (T&T Tree Service)



Village of Whitefish Bay  
5300 N. Marlborough Drive  
Whitefish Bay, Wisconsin 53217

Phone: 414-962-6690  
Fax: 414-962-5651

## Memorandum

To: John Edlebeck, Public Works Director  
From: Kevin Kaegi, Public Works Superintendent/Village Forester  
Date: March 14, 2016  
Re: Recommendation to Award the 2016 EAB Tree Planting Project

---

The village is in the sixth year of a multi-year Emerald Ash Borer Management Plan which began in 2011. As part of that plan, the village will continue to replace existing ash street trees with a variety of non-ash tree species. Bids were solicited to plant 117, 2"-2.5" B&B (balled and burlap) street trees.

Five bids were submitted on March 11<sup>th</sup>. The five bids are:

Flagstone Landscape Inc.	\$36,496.00
Stano Landscaping, Inc.	\$46,583.00
Landworks Landscape Services	\$48,570.00
Century Landscaping Co. Inc.	\$49,550.40
Johnson's Nursery Inc.	\$53,557.76

Recommendation: Award the 2016 EAB Tree Planting Project to Flagstone Landscape Inc. in the amount of \$36,496.00 with funds coming from account #88000-542. The total amount in this account is \$225,000 for 2016.

Replacement Trees included in the 2016 plan are:

Chicagoland hackberry	Redmond Linden	Accolade hybrid elm
Princeton Sentry ginkgo	Ivory Silk Tree Lilac	Triumph hybrid elm
Exclamation London planetree	Ironwood	
Swamp white oak	Kentucky coffeetree	

March 14, 2016

To: Village Board

Subject: Proposed Ordinance Establishing Weight Limits on All Village Alley- Ordinance # 1819

From: Steven Sheiffer - Village Manager



Some residents at Beaumont Place have raised concerns about trucks idling in the adjacent alley. Delivery trucks for Sendik's have utilized the alley in order to back directly into the Sendik's delivery dock or to idle as early as 5:00 AM.

The Chief and I have been in contact with the Sendik's management and they have been very cooperative in working with the truck drivers about early arrival, idling in the alley; and use of backup alarms. Even though a semi-truck could make the turn and back into the alley from Consaul Place, this would be very difficult for the driver. Even with the rearranged delivery schedule there is still some delivery in the early morning by semi-trucks.

The Village has two Ordinances designed to regulate noise in the Village. Chapter 8.08.A prohibits retail activity between 10 PM and 6 AM (attached). Chapter 8.02.5 regulates machine noise. While the Ordinance has a variety of provisions, the relevant one is a prohibition within fifty (50) feet of a residential building between 10 PM and 6 AM (attached).

After discussions with the residents and Mr. Balistreri of Sendik's, we are recommending a weight limit be placed on the Alley between 10 PM and 6 AM. The weight limit of 10,000 lbs. Gross Vehicle Weight would prohibit semi-trucks and large straight trucks. The regulation would not affect smaller vehicles such as Breadsmith's which would weigh approximately 8,300 when fully loaded.

We are also recommending that the Ordinance apply to all Village alleys since the alley on the South side of Silver Spring Drive abuts residential properties.

I have not included Breadsmith under the Ordinance since they have conducted their operations in this location for over 18 years. They were operating at 418E. Silver Spring Drive and received a Conditional Use Permit from the Village to relocate to 420 E. Silver Spring Drive in December of 2013. In the first six months of 2014 they made a significant investment in their current location. Since Breadsmith has acted in good faith and was in operation prior to Beaumont Place, we are working cooperatively with them and Mandell to identify a noise abatement strategy.

Thank you for your consideration.

STATE OF WISCONSIN MILWAUKEE COUNTY VILLAGE OF WHITEFISH BAY

ORDINANCE NO: 1819

AN ORDINANCE ESTABLISHING LOAD LIMITS ON ALL VILLAGE ALLEYS  
AND ESTABLISHING EXCEPTIONS

WHEREAS, alleys within the limits of the Village of Whitefish Bay, Wisconsin are not designed for trucks delivering on a 24 hour a day basis: and

WHEREAS, large trucks create public noise nuisance concerns for the village during overnight hours; and

WHEREAS, the public welfare, will be benefitted by the regulation of overweight trucks during overnight hours within the Village;

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE BOARD OF THE VILLAGE OF WHITEFISH BAY, WISCONSIN:

Amend section 6.10 of the Village Municipal Code to read:

**6.10 VEHICULAR WEIGHT LIMITATIONS**

(2) ALLEYS DESIGNATED 10:00PM TO 6:00AM

It shall be unlawful for any person to operate a motor vehicle which has a gross weight in excess of 10,000 pounds during the hours of 10:00pm and 6:00am daily on any public alley in the Village unless specifically permitted by the Village. The operation of emergency vehicles and vehicles owned and operated by the Village or contracted by the Village shall be exempt from Section (2).

PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_

Signed:

Attest:

explosives or inflammable compound or any tablet or other device commonly used and sold as fireworks containing nitrates, chlorates, oxalates, sulfides of lead, barium, antimony, arsenic, mercury, nitroglycerine, phosphorus or any compound containing any of the same or other modern explosives within the limits of the Village of Whitefish Bay.

(4) TOY AIRPLANES REGULATED.

No person or persons shall operate or cause to be operated any toy or model airplane propelled by liquid fuel, gas fuel or by any other mechanical means except in an area designated for that purpose by the Village Board.

(5) BURNING PROHIBITED.

- (a) No person shall kindle any fire outside a building within the Village of Whitefish Bay except fires used for out-of-door cooking which are confined so as to prevent the escape of burning material, or those used in connection with construction projects.

(6) AIRCRAFT AND PARACHUTE LANDING. (Ord. 1638)

No person shall ascend or land with any aircraft, including gliders, balloons, helicopters and parachutes within the Village of Whitefish Bay. This Subsection shall not apply to emergency landings nor to military or National Guard personnel.

(7) RUNNERS AND JOGGERS: REFLECTORIZED CLOTHING REQUIRED.  
(Ord. 1638)

(a) Reflectorized Clothing Required.

No person shall run or jog on a public right-of-way during the period of time specified in subsection (b) unless he or she is wearing reflectorized clothing or material, on both front and back.

(b) Time Applicable.

Subsection (a) shall be applicable during the period of time from one-half hour after sunset to one-half hour before sunrise and at all other times where there is not sufficient natural light to render clearly visible any person at a distance of 500 feet.

(8) REGULATION OF BUSINESS HOURS. Ord. 1638)

(a) Legislative Findings.

The Village Board of the Village of Whitefish Bay hereby finds as a fact that the conducting of retail business between 10:00 o'clock P.M. and 6:00 o'clock A.M. increases the likelihood of robbery and other criminal activity and that the mandatory closing of such business establishments between

such hours will promote public safety and therefore legislation to this effect is necessary and in the public interest.

(b) Regulation.

No person, firm, corporation or other organization shall conduct retail business between the hours of 10:00 o'clock P.M. and 6:00 o'clock A.M.

(c) Exceptions.

This subsection (10) shall not be applicable to restaurants, movie theaters, nor any business where other specific hour restrictions are either imposed or allowed by state law. Ord 1372 3/87.

- (1) Exercise Facilities-Exercise facilities in District 11 may, by conditional use permit, be allowed to operate between the hours of 5:00 A.M. and 1:00 o'clock A.M. (Ord 1761)

**8.02 OFFENSES ENDANGERING PUBLIC PEACE AND GOOD ORDER.**

(1) FALSE REPORTS PROHIBITED. (Ord. 1638)

No person shall give or send or cause to be given or sent in any manner any alarm of fire which he knows to be false, or report in any manner to a policeman, coroner or peace officer that a crime has been or is being committed, or that an accident has occurred, or the dead body of any person has been found.

(2) ASSISTING ESCAPE OF PRISONER. (Ord. 1638)

No person shall intentionally aid any prisoner or person to escape from the lawful custody of a policeman or peace officer of the village.

(3) Repealed – Ord. 1640

(4) CRUELTY TO ANIMALS PROHIBITED. (Ord 1414) (Ord. 1638) (Ord 1684)

(A) Cruelty.

- (1) No person shall cruelly beat, frighten, maim, neglect, injure or abuse any animal or bird, or allow any animal or bird to be cruelly beaten, frightened, overburdened, neglected or abused, or use any device or chemical substance by which pain, suffering or death may result, whether the animal belongs to the person or another, except that reasonable force may be used to drive off vicious or trespassing animals. Notwithstanding the foregoing, the Village Board may direct the Police Chief to permit or act to eradicate coyotes subject to whatever terms he/she deems appropriate.
- (2) No person shall abandon or transport any animal or bird in a cruel manner.
- (3) No person shall injure any bird's nests or bird's eggs.

vermin.

(I) ~~Relationship to Dog Regulations.~~

As applies to dogs, all of the provisions of this section are subject to the provisions of Section 15.11, relating to regulations of dogs.

(5) MACHINE NOISE PROHIBITED. (Ord. 1701)

(5) NOISE FROM MACHINES AND DEVICES PROHIBITED. (Ord. 1773)

Noise, when generated by any device, tool, implement, machine, appliance, or contrivance (including but not limited to power lawnmowers, snow removal equipment, vehicle backup alarms; radios, musical instruments, music players, power tools, television, audio/video, and internal combustion engines not on licensed motor vehicles), which creates a noise to the substantial disturbance or annoyance of any person (hereinafter "machine noise"), is prohibited during the following hours by noise type:

- (a) Within fifty (50) feet of any building used wholly or partially for residence purposes, machine noise is prohibited between 10:00 p.m. and 6:00 a.m.;
- (b) Except as otherwise permitted herein, snow plowing by means of vehicle driven snow removal equipment utilizing a back-up alarm is prohibited in the Village between 10:00 p.m. and 6:00 a.m.
- (c) Snow plowing by means of vehicle driven snow removal equipment legally without the use of a backup alarm shall not be subject to any time restrictions.
- (d) Within the public right-of-way or other municipal property or leasehold, in the pursuit of the rendition of municipal service or emergency services, machine noise shall not be subject to any time restrictions;
- (e) Machine noise generated in reasonable response to any emergency situation or situation threatening the health, safety or welfare of an individual or the public at large as recognized by the Police Department, Village Manager, or North Shore Fire Department shall not be subject to any time restrictions; and
- (f) Noise from machines or devices used in construction or remodeling of structures, equipment, landscaping, or landscape features between the hours of 5:00 p.m. and 7:00 a.m. (Ord. 1798)
- (g) The Village Board or Village Manager may exempt specific events or activities from these machine noise prohibitions provided the health, safety, and welfare of the public at large is not substantially impacted. (Ord. 1798)

(6) LOUDSPEAKERS AND AMPLIFIERS PROHIBITED. (Ord. 1638)

It shall be unlawful in this village to operate or cause to be operated any loud

March 7, 2016

To: Village Board

Subject: Review and action on Claims Processing Policy Update – Resolution #2965

From: Steven Sheiffer - Village Manager 

The Village receives a variety of claims against the Village each year. Each of these claims is processed with the appropriate insurance company. As appropriate the Village Attorney is involved. At some point a decision must be made to approve or reject a claim. The Village's current policy on claims processing (attached) was effective February 7, 1994 and the amount of claim the Village Manager could settle was raised to \$2,500 on January 1, 2006. The policy is attached.

The attached updated claims processing policy is intended to address the inflation in the size of claims; the \$50,000 deductible on the liability policy; and an appropriate decision making policy. Thus the Village Attorney and Village Manager are proposing a tiered approach in the attached policy. The Finance Director would be authorized to settle claims up to \$2,500; the Village Manager up to \$5,000; and the Village Manager and Village Attorney by joint agreement up to \$25,000. Village Board approval would be required to settle any claim over \$25,000. These amounts are consistent with the philosophy of the purchasing policy.

Under the policy an annual report would be provided to the Village Board of all claims paid.

If you would like to discuss any items in the Policy prior to the meeting, please contact me.

Thank you for your consideration.

cc: Chris Jaekels Esq - Village Attorney

March 7, 2016

## Village of Whitefish Bay Claims Processing Policy

### General

This policy was adopted on March 21, 2016 by the Village Board as Resolution # 2961. The intent of this policy to provide guidelines for administering and resolving claims filed against the Village of Whitefish Bay that will insure that any expenditure of public funds is consistent with Wisconsin Statutes; the Village's insurance policies; and policies approved by the Village Board.

### Background

The Village provides diverse services such as waste collection; building inspections; assessing; traffic control; library; police etc.; operates utilities such as sewer and water; and is responsible for the maintenance and operation of a large infrastructure such as streets and buildings.

In the course of these operations and services claims are filed against the Village ranging from vehicle accidents; to damage from fallen trees; to sewer backups; to sidewalk trips.

To address the situation the Village maintains the following insurance coverages with the following deductibles or self-insured retention:

<u>Coverage</u>	<u>Provider</u>	<u>Deductible/SIR</u>
Auto	CVMIC	\$1,000 per occurrence
Crime	CVMIC	\$1,000 per occurrence
Cyber Liability	CVMIC	NA
Employment Practices Liability	CVMIC	NA
Excess Liability	CVMIC	NA
Liability	CVMIC	\$50,000 annually
Workers Compensation	CVMIC	NA
Property	MPIC	\$2,500 per occurrence

## **Guidelines**

### **Delegation of Authority**

The Village Manager shall be responsible for the implementation of this policy. The Finance Director shall be the Village's representative to CIVMIC and responsible for the administration of the insurance program. The Finance Director shall prepare an annual report for the Village Board that lists all claim payments by name and type.

### **Ethics Laws**

Public Officials and all employees of the Village are to comply with all federal, state and Village ethics laws regarding conflict of interest in all claims decisions. The Village Manager shall review all claims filed by an employee or their relatives. If the Village Manager has a conflict of interest, the claim shall be referred to the Village Attorney. All claims by elected officials of the village or their relatives shall be referred to the Village Attorney.

### **Claims Processing Procedures.**

All claims must be made in writing and preferably on the attached "Notice of Claim". Upon the filing of any claim, an investigation of the claim shall be made by the appropriate Department Head, and a written report filed with the Finance Director. As appropriate the Finance Director shall notify the appropriate Insurance carrier. If a decision is made to reject the claim, the individual(s) making the claim shall be notified of its rejection in writing. Prior to payment of the claim the attached "Release of All Claims" must be completed.

The payment of any claims by a Village employee or an elected official of the Village must be approved by the Village Board in a public meeting.

#### **Claims Under \$2,500**

The Finance Director is authorized to deny or settle any claim under \$2,500.

#### **Claims Under \$5,000**

The Village Manager is authorized to deny or settle any claim under \$5,000.

**Claims between \$5,000 and \$25,000**The Village Attorney and Village Manager, upon joint agreement, are authorized to deny or settle any claims between \$5,000 and \$25,000.

#### **Claims greater than \$25,000**

All claims greater than \$25,000 shall be placed on a Village Board agenda for Board review and decision.

## **Periodic Review**

This policy will be reviewed by the Village Board every three (3) years following its adoption or sooner at the discretion of the Village Board.

**NOTICE OF CLAIM**

Name: \_\_\_\_\_

Estimate of Damage:

Address: \_\_\_\_\_

Auto: \$ \_\_\_\_\_

\_\_\_\_\_

Property: \$ \_\_\_\_\_

\_\_\_\_\_

Injury: \$ \_\_\_\_\_

Incident/Accident Information:

Other: \$ \_\_\_\_\_

Date: \_\_\_\_\_

(Specify Other) \_\_\_\_\_

Time: \_\_\_\_\_

Location: \_\_\_\_\_

\_\_\_\_\_

**CIRCUMSTANCES OF CLAIM**

In the space below briefly describe the circumstances of your claim. (Attach additional sheets, if necessary). For auto damage attach a copy of police report. For personal injury indicate nature of injury and whether or not medical attention was given and give the name of the physician. Also identify any witnesses to the incident/accident.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

-----

**CLAIM**

(NOTE: You are not required to make a claim at this time. As long as you have filed the above Notice of Claim you may file a claim with the Village at any time consistent with the applicable statute of limitations. However, in order for the Village to formally accept or deny your claim the following claim must be completed and signed.)

The undersigned hereby makes a claim against the Village of Whitefish Bay arising out of the circumstances described above. The claim is for relief in the form of money damages in the amount of \$ \_\_\_\_\_. (To process this claim it is necessary to detail money damages being sought).

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**RELEASE OF ALL CLAIMS**

**FOR AND IN CONSIDERATION** of the payment to Joan & John Modrinski

at this time in the sum of: Three Hundred Ninety Five Dollars (\$ 395.00),

the receipt of which is hereby acknowledged, I/we, being of lawful age, do hereby release, acquit, and forever discharge the Village of Whitefish Bay and its employees and their successors and all other persons, firms or corporations who are or might be liable from any and all claims, demands, damages, costs, actions and causes of action of whatever kind or nature which I/we may now have or may hereafter have, on account of, or in any way growing out of, any and all known and unknown personal injuries and property damage, whether developed or undeveloped, resulting or to result from an accident that occurred on or about:

6:00 a.m. February 22, 2011, at 5578 N. Diversey Blvd.

I/we declare that I/we have not been influenced to any extent whatever in making this Release by any representations or statements regarding any injuries or any other matters, made by the persons, firms or corporations who are hereby released, or by any person or persons representing them, or by any physician or surgeon by them employed.

It is further understood and agreed that this settlement is the compromise of doubtful and disputed claims and that the payment of said amount is not to be construed as an admission of liability upon the part of said corporation or persons released; liability being by him or them expressly denied.

This Release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this Release are contractual and not a mere recital.

**I/WE HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Claimant Signature

\_\_\_\_\_  
Claimant Signature

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Signature of Notary Public

STATE OF WISCONSIN : MILWAUKEE COUNTY : VILLAGE OF WHITEFISH BAY

RESOLUTION NO.2965

UPDATING THE CLAIMS PROCESSING POLICY FOR THE VILLAGE OF WHITEFISH BAY

The Board of Trustees of the Village of Whitefish Bay adopts the following Resolution:

WHEREAS, the Village's Claims Processing Policy was last updated on January 9, 2006; and

WHEREAS, the Village Board is committed to an effective and efficient Fiscal Management system; and

WHEREAS, the Village Board has concluded that an updated Claims Processing Policy is essential to an effective and efficient Fiscal Management system; and

WHEREAS, the Village Board has concluded that a uniform, formal, and public Fiscal Management system is in the best interests of the Village;

WHEREAS, the Village Manger and Village Attorney have recommended the attached " Village of Whitefish Bay Claims Processing Policy effective March 21, 2016; and

NOW, THEREFORE, the Village Board of the Village of Whitefish Bay, Milwaukee County, Wisconsin, HEREBY RESOLVES to adopt the attached " Village of Whitefish Bay Claims Processing Policy " dated March 21, 2016.

PASSED AND APPROVED this the 21st day of March2016, by the Village Board of the Village of Whitefish Bay, Wisconsin.

---

Julie Siegel, Village President

(Attest)

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Jennifer Amerell, Village Clerk

**PROCEDURES REGARDING THE PROCESSING OF CLAIMS  
FILED AGAINST THE VILLAGE OF WHITEFISH BAY**

Many of the claims that come before the Finance and Claims Committee is sewer related. We have approximately 200,000 lineal feet of sanitary sewer in the Village. In the past, the goal was to clean all of these sewers every four years. This was done with a bucket machine, a rodding machine and private contractors. Our success in achieving this goal was inconsistent. In the spring of 1993, a jetting machine was purchased. Sanitary sewer service is considered an essential service, and achieving the goal of the three-year cleaning cycle will be given a high priority by our DPW.

While sanitary sewer service is an essential service, we do not guarantee a continuous and perfect service. We have no control over what residents may discharge into the system that may cause a blockage.

A second source of claims tends to be from sidewalk related accidents (trips and falls resulting in personal injuries). It is our goal to replace sidewalks that are severely heaved or cracked when they are brought to the Village's attention. Along with an update of the street survey in 1994, the Village Engineer will also review sidewalk problems. Sidewalks that do not meet the Village standard will then be scheduled for replacement.

A third concern was raised relative to wrong items being picked up by garbage crews. We have had meetings with our collection crews on this matter. We have also discontinued the practice of going into private garages to pick up garbage, except for those residents who have medical problems. This seems to have reduced this problem significantly.

In spite of our best intentions and efforts, we will continue to have claims filed against the Village. To handle these claims in the best manner possible the following procedure will be followed:

1. When a complaint is brought to our attention a Village employee will investigate the situation immediately and fill out an incident report which will be submitted to the Village Manager.
2. A copy of the Village's standard claim form will be sent to any party indicating an interest in filing a claim with the Village.
3. If a claim is filed, the Village staff will investigate the specifics of any claim and make a determination of the facts of the incident.
4. The claim, along with staff reports, will be forwarded to the Village's insurance carrier for their review.
5. Upon receiving a response from the insurance carrier, the claimant will be contacted and advised of the status of the claim and the tentative recommendation to be made to the Finance and Claims Committee and the Village Board. The claimant will be given an opportunity to meet with staff if they so desire. If any new information is provided by the claimant, staff will investigate the claim further and make a final

recommendation to the Finance and Claims Committee and Village Board. The claimant will be advised of the nature of the final recommendation and will be advised of the time and date of the Finance and Claims Committee and Board of Trustees meetings when the matter will be heard.

6. The matter will be placed on the agenda of the next Finance and Claims Committee meeting for action consistent with the recommendations of the staff and the insurance carrier. A denial by the Board will then start the 120-day clock for the claimant to file legal action against the Village pursuant to Section 893.80 of Wisconsin Statutes.
7. The Village Manager shall be authorized to negotiate and settle any claim in an amount not to exceed \$~~1,000~~. The Village Manager shall then report any negotiated settlements to the Village Board. Any settlement greater than \$~~1,000~~ shall require the approval of the Finance and Claims Committee and the Board of Trustees.

to  
# 2500  
1-9-06

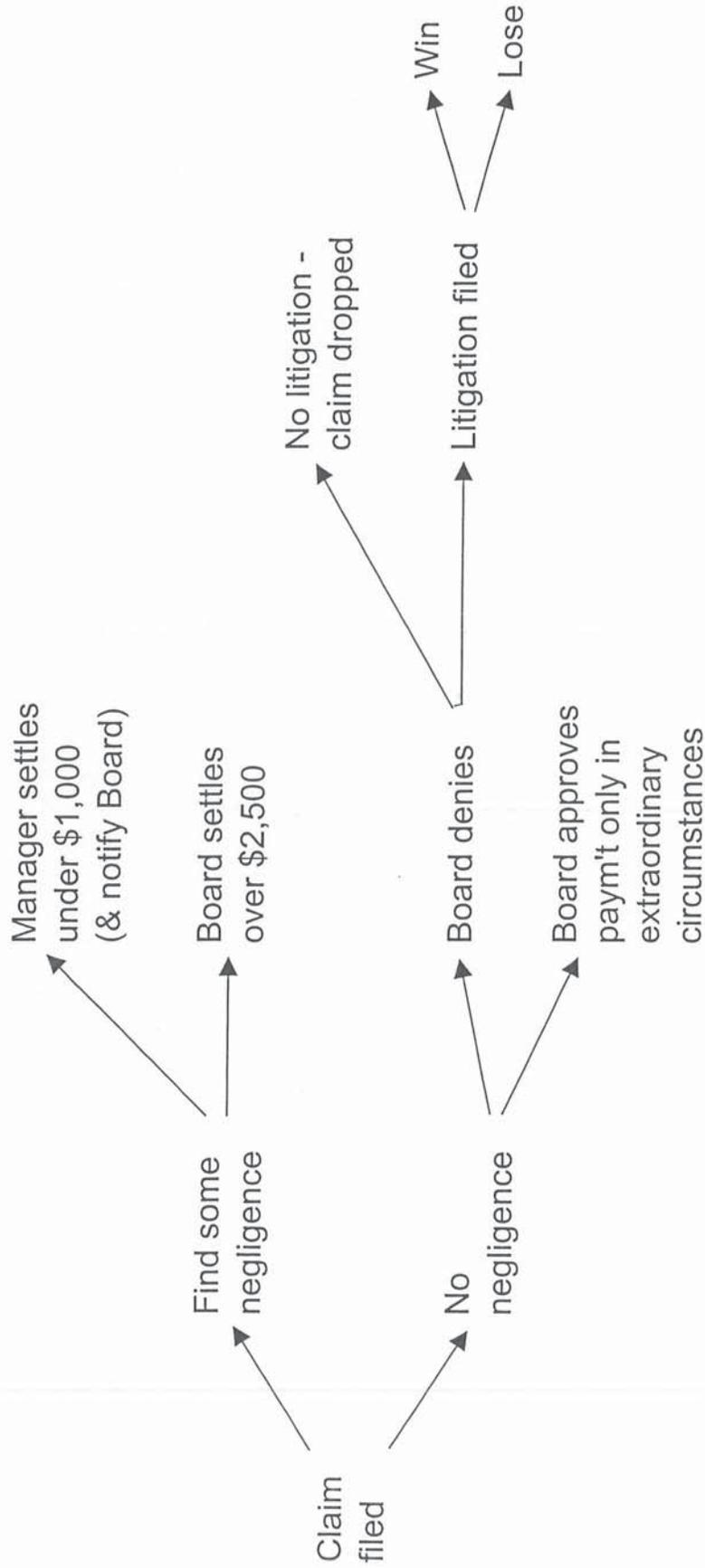
While these procedures will not eliminate claim hearings before the Village Board, it should reduce their number. It will also afford staff the opportunity to explain to the claimant the reasons why a claim is being denied and give the claimant an opportunity to present their case to staff. If any claimant feels aggrieved by the staff's decision, they may submit a written request for an appeal to the Village Board.

It should be understood that the standard for making a decision on all claims would be a determination as to whether or not there was negligence on the part of the Village. Failure to meet stated goals may not, in and of itself, necessarily result in negligence.

(This latest version of a claims policy was effective 2/7/1994)

# DIAGRAM OF CLAIMS DECISION HANDLING

- Issues:
- 1. Was there negligence?
  - 2. Payment if no negligence?
  - 3. Settle in litigation if practical?



## MEMORANDUM

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*To:* Whitefish Bay Village Board

*From:* Christopher J. Jaekels, Village Attorney

*Date:* March 17, 2016

*Subject:* Amendment Number 5 to AT&T Water Tower and Ground Lease Agreement

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The Lease revision presented for your review provides AT&T with slightly expanded space on the water tower for the installation of new equipment. In exchange, the rent has been increased effective November 1, 2016 to \$4,400.00 per month. This is the highest rent being paid by any carrier on the water tower. In addition, five-year renewal terms have been added running out to 2046 with what amounts to a three percent (3%) per year escalator clause. AT&T reserves the right to negotiate with us for additional space in the future, and has agreed to pay the Village's costs on this Amendment up to \$8,000.00. We recommend approval.

CJJ:das

Market: IL/WI  
Cell Site Number: WI0117  
Cell Site Name: \_WHITEFISH BAY  
Fixed Asset Number: \_10011969

**AMENDMENT NUMBER FIVE  
to WATER TOWER AND GROUND LEASE AGREEMENT**

THIS AMENDMENT NUMBER FIVE (this "Amendment") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Village of Whitefish Bay, a Wisconsin municipal corporation, "Landlord" and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as assignee of Milwaukee SMSA Limited Partnership, a Delaware limited partnership by its sole general partner, Ameritech Mobile Communications LLC, d/b/a Cingular Wireless, a Delaware limited liability company, "Tenant".

WHEREAS, Landlord and Tenant entered into a Water Tower and Ground Lease Agreement on the 8th day of November, 1996 for the purpose of leasing space on certain property at 6321 North Lydell Avenue, Whitefish Bay, WI 53217, Milwaukee County as amended by Amendment Number One to Water Tower and Ground Lease Agreement dated March 3, 2003; Amendment Number Two to Water Tower and Ground Lease Agreement dated August 10, 2006; Amendment Number Three to Water Tower and Ground Lease Agreement dated April 16, 2012; and Amendment Number Four to Water Tower and Ground Lease Agreement dated November 3, 2014 (collectively, the "Lease");

WHEREAS, Tenant has already (without prior amendment of the Lease) modified their antennas and related equipment on Landlord's Water Tower as set forth in Exhibit C-3 attached hereto and desires to modify such antennas and equipment as set forth in Exhibit C-4 attached hereto to meet changed engineering needs; and

WHEREAS, Landlord and Tenant desire to amend the Lease to extend the term of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

**I. Modifications Under Exhibits C-3, C-4.** Exhibits C-1 and C-2 shall be replaced with Exhibit C-3 attached hereto and entitled "2014 LTE 2C OPTION 1 TOWER MOUNT", and Exhibit C-4 attached hereto and entitled "2016 LTE 3C (WCS)" upon approval from the Village Engineer, and the equipment described therein may be installed on Landlord's Water Tower (provided construction of the equipment described in Exhibits C-3 and C-4 is completed by January 1, 2018). Any inconsistencies in any prior versions of Exhibits C-1, C-2, C-3 or C-4 are to be resolved in favor of the latest version.

**II. Future Modifications.** Tenant may install additional equipment not to exceed twelve (12) total antennas in areas and configurations consistent with Exhibit C-3 and C-4 subject to prior approval of the Village Engineer and Village Manager provided adequate construction drawings are submitted and provided installation is complete prior to January 1, 2021 ("Future Modifications"). Such drawings shall be incorporated into the Lease as Exhibit C-5. Tenant shall pay Landlord's professional fees and inspection costs related to any Future Modification.

**III. Rent Increases.** From November 1, 2016 until October 31, 2021, rent shall be Four Thousand Four Hundred and No/100 Dollars (\$4,400.00) per month ("Rent"). On November 1, 2021 and every five (5) year renewal term anniversary thereafter, rent shall increase by fifteen percent (15%) over the annual rent paid during the previous five (5) year term.

**IV. Renewal Terms.** The Lease will be extended for five (5) renewal terms of five (5) years each, commencing November 1, 2021, and ending October 31, 2046.

**V. Recording.** Tenant may record a Memorandum of Lease regarding this Amendment.

**VI. Expansion of the Leased Property.** Landlord grants to the Tenant, to the extent practicable and on a space available basis (as determined by Landlord in its sole discretion based on Landlord's determination of the public interest or of its existing tenant needs) the right to enlarge the Leased Property or the Landlord shall make space available on the Property for Tenant so that Tenant or its authorized sublessees may implement any necessary modifications, supplements, replacements, refurbishments, or expansions to Tenant's communications facility or to any equipment related thereto, or for any other reasons, as determined by Tenant in its sole discretion. Should Tenant exercise the right to expand the Leased Property, Tenant will pay and Landlord will accept as additional Rent under the Lease an amount equal to the then current Rent calculated on a per square foot basis as multiplied by each additional square foot added to the Leased Property. Upon notice to Landlord, a description and/or depiction of the modified Leased Property will become part of the Lease without any additional action on the part of Tenant and Landlord; however, at the request of Tenant, the parties will execute a Memorandum of Lease in recordable form memorializing the modification of the Leased Property, which either party may record at its option.

**VII. Rental Stream Offer:** If at any time after the date of this Amendment, Landlord receives a bona fide written offer from a third-party seeking an assignment or transfer of the Rent payments associated with the Lease ("Rental Stream Offer") and Landlord is considering accepting the Rental Stream Offer by scheduling its consideration on a public meeting agenda (Plan Commission or Village Board), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer and the agenda for the public meeting. Tenant shall have the right within ninety (90) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord

may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

**VIII. Reimbursement.** Tenant will reimburse Landlord for its reasonable attorneys or other professional fees incurred in relation to this Amendment (including inspection and supervision of construction), in an amount not to exceed Eight Thousand Dollars (\$8,000).

**IX. Notices.** Section 22 of the Lease is hereby deleted in its entirety and replaced with the following:

(a) Notices. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: WI0117  
Cell Site Name: WHITEFISH BAY (WI); Fixed Asset No.: 10011969  
575 Morosgo Drive NE  
Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC  
Attn: Legal Department  
Re: Cell Site #: WI0117  
Cell Site Name: WHITEFISH BAY (WI); Fixed Asset No: 10011969  
208 S. Akard Street  
Dallas, TX 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Landlord:

Village of Whitefish Bay  
5300 North Malborough Drive  
Whitefish Bay, WI 53217

Either party hereto may change the place for the giving of notice to it by thirty (30) days

prior written notice to the other as provided herein.

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the below documents to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current landlord

- (i) New deed to Property
- (ii) New W-9
- (iii) New Payment Direction Form
- (iv) Full contact information for new Landlord including all phone numbers

**X. Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Lease is otherwise unmodified and ratified and remains in full force and effect. Each reference in the Lease to itself shall be deemed to also refer to this Amendment.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year first above written.

**LANDLORD:**

**Village of Whitefish Bay**, a Wisconsin municipal corporation

By: \_\_\_\_\_  
Printed: STEVEN SHEIFFER  
Title: VILLAGE MANAGER  
Date: \_\_\_\_\_

**TENANT:**

**New Cingular Wireless PCS, LLC**, a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT C-3  
TO AMENDMENT NUMBER FIVE TO  
WATER TOWER GROUND LEASE AGREEMENT**

**2014 LTE 3C Option 1 Tower Mount**

**See Attached drawings consisting of fifteen (15) pages.**

**EXHIBIT C-4  
TO AMENDMENT NUMBER FIVE TO  
WATER TOWER GROUND LEASE AGREEMENT**

**2016 LTE 3C (WCS)**

**See Attached drawings consisting of nine (9) pages.**

2014 - LTE 2C  
 OPTION 1 - TOWER MOUNT

THESE DRAWINGS ARE PREPARED BASED ON RFD'S  
 DATED: 12/24/2013  
 REVISION: V10  
 GENERAL CONTRACTOR TO VERIFY AND  
 INCORPORATE MOST RECENT VERSION OF RFD'S WITH  
 "GOODMAN NETWORKS" PRIOR TO CONSTRUCTION.

**BUILDING CODES**  
 ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN  
 ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS  
 ADOPTED BY THE LOCAL AUTHORITIES HAVING JURISDICTION  
 WISCONSIN COMMERCIAL BUILDING CODE 609-66, LATEST EDITION  
 WISCONSIN ADMINISTRATIVE CODE S, LATEST EDITION

**DRIVING DIRECTIONS**  
 DRIVING DIRECTIONS FROM O'HARE INTERNATIONAL AIRPORT:  
 1. DEPART CHICAGO O'HARE INTERNATIONAL AIRPORT ON I-190 (NEBT)  
 2. TURN RIGHT ONTO RAAMP ONTO I-55 (SOUTH)  
 3. TAKE RAMP (RIGHT) ONTO I-190  
 4. AT EXIT 1C, TURN RIGHT ONTO RAAMP  
 5. TAKE RAMP (LEFT) ONTO I-194 1/2 TRI-STATE TOLLWAY%  
 6. MERGE ONTO I-94 1/2 TRI-STATE TOLLWAY%  
 7. STAY ON I-94 1/2 TRI-STATE TOLLWAY% (NORTH)  
 8. TAKE RAMP (RIGHT) ONTO I-94 1/2 TRI-STATE TOLLWAY%  
 9. MERGE ONTO I-43 N-1-94%  
 10. AT EXIT T1A, TURN RIGHT ONTO RAAMP  
 11. KEEP LEFT TO STAY ON RAAMP  
 12. TAKE RAMP (RIGHT) ONTO I-43 (NORTH)  
 13. TURN LEFT (NORTH) ONTO (N) PORT WASHINGTON RD  
 14. BEAR RIGHT (NORTH) ONTO (N) PORT WASHINGTON RD 1/2 N. JEAN  
 NICOLET RD%  
 15. TURN RIGHT (EAST) ONTO LOCAL ROAD(B)  
 16. TURN RIGHT (SOUTH) ONTO LOCAL ROAD(S).

**VICINITY MAP**  


**PROJECT INFORMATION**  
 SCOPE OF WORK:  
 INSTALL (6x) NEW LTE ANTENNAS AND (3x) NEW RRUS ON  
 EXISTING WATER TOWER HANDRAIL.  
 664 FT.  
 N 45° T 84.71"  
 W 87° 54' 42.87"  
 MILWAUKEE COUNTY } FROM RFD%  
 APPLICANT/EMSEE:  
 NAME: AT&T MOBILITY  
 ADDRESS: 830 NATIONAL PARKWAY, 4th FLOOR  
 CITY, STATE ZIP, SCHAUMBURG, IL 60193

**at&t**  
 NO JOB IS SO IMPORTANT AND NO  
 SERVICE IS SO URGENT - THAT WE  
 CANNOT TAKE THE TIME TO PERFECT  
 OUR WORK SAFELY

**at&t**  
 WHITEFISH BAY Seth  
 W10117  
 MILWAUKEE  
 6321 N. LYDELL AVE  
 WHITEFISH BAY, WI 53211  
 3352557907  
 10011969

**Goodman Networks**  
 580 NATIONAL PARKWAY  
 SCHAUMBURG, IL 60193  
 847-292-0080  
 CO# 3232-11  
 www.GoodmanNetworks.com

**at&t**  
 530 NATIONAL PARKWAY  
 4TH FLOOR  
 SCHAUMBURG, IL 60193

**Goodman Networks**  
 NETWORK KNOWLEDGE... DELIVERED  
 580 NATIONAL PARKWAY  
 SCHAUMBURG, IL 60193  
 PROJECT MANAGER

**at&t**  
 580 NATIONAL PARKWAY  
 SCHAUMBURG, IL 60193  
 CONTRACTOR TO UTILIZE INDEPENDENT  
 UNDERGROUND UTILITY LOCATOR ON ALL SITES  
 48 HOURS PRIOR TO DIGGING.

**at&t**  
 580 NATIONAL PARKWAY  
 SCHAUMBURG, IL 60193  
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150 NATIONAL PROM  
SCHAUMBURG, IL 60193



500 NATIONAL PARKWAY  
SUITE 300  
SCHAUMBURG, IL 60193

**FULLERTON**  
ENGINEERING - DESIGN

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ROSEMONT, ILL. 60018  
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FAX: 847-292-0006  
COMM: 300-11  
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APPROVED BY: <td>MS</td>	MS
DATE: <td>CONSTRUCTION</td>	CONSTRUCTION
BY: <td>MS</td>	MS
DATE: <td>MS REVIEW</td>	MS REVIEW
BY: <td>MS</td>	MS
DATE: <td>FINAL</td>	FINAL
BY: <td>FINAL URA</td>	FINAL URA
DATE: <td>REV. FINAL</td>	REV. FINAL
BY: <td>MS</td>	MS

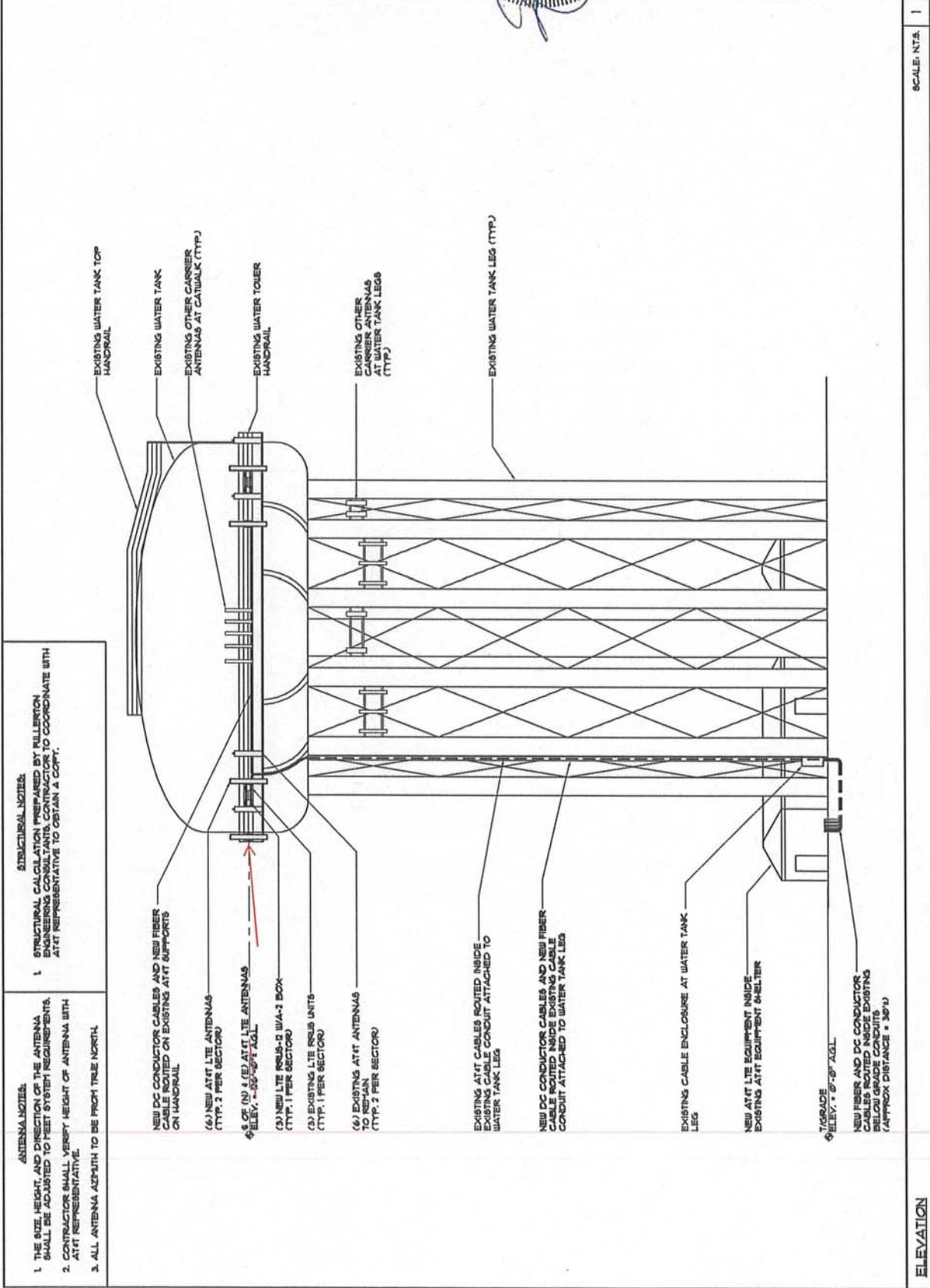


SIGNED DATE: 11/18/14  
SITE NAME: WHITEFISH BAY

SITE ID: WJ011

SITE ADDRESS: 637 FORT MYERS AVE  
WHITEFISH BAY, WI 53191

SHEET NAME: ELEVATION AND ANTENNA PLANS  
SHEET NUMBER: C-3



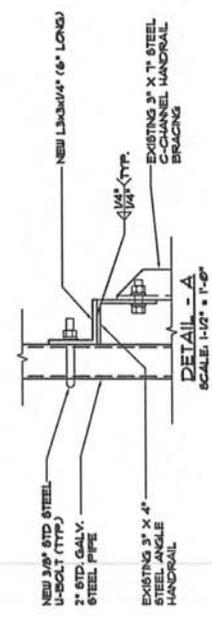
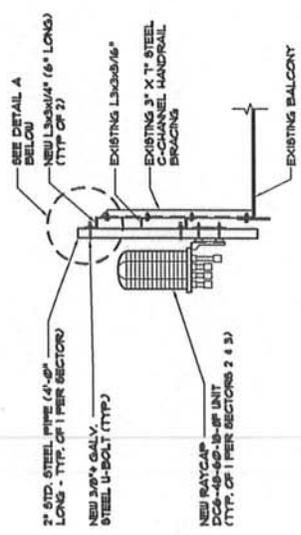
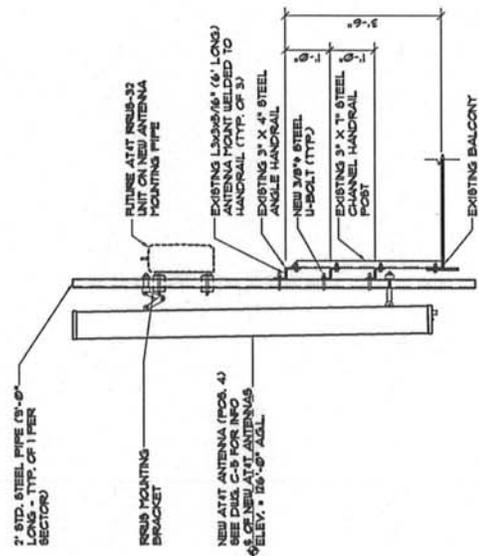
SCALE: N.T.S. 1

ELEVATION





NOTE:  
SEE PAINTING NOTES DWG. C-3D.



NEW RAYCAP UNIT MOUNT 1 SCALE: 3/8" = 1'-0"

NEW ANTENNA MOUNT 2 SCALE: 3/8" = 1'-0"

<p>1900 NATIONAL PROMPT AT&amp;T FLOOR SCHLAUSBURG, IL 62453</p>		<p>1900 NATIONAL PARKWAY SUITE 200 SCHLAUSBURG, IL 62453</p>		<p><b>FULLERTON</b> ENGINEERING - DESIGN</p> <p>1600 W. BRYN MAWR AVE., SUITE 200 ROSEMONT, IL 60018 TEL: 847-292-0206 FAX: 847-292-0206 www.FullertonEngineering.com</p>		<p>CHECKED BY: AG APPROVED BY: MS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>INT.</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>02/07/04</td> <td>ISSUE REVIEW</td> <td>INT</td> </tr> <tr> <td>2</td> <td>02/07/04</td> <td>FINAL</td> <td>INT</td> </tr> <tr> <td>3</td> <td>02/05/04</td> <td>REV. 001</td> <td>TP</td> </tr> <tr> <td>4</td> <td>02/05/04</td> <td>REV. 002</td> <td>MC</td> </tr> </tbody> </table>		NO.	DATE	DESCRIPTION	INT.	1	02/07/04	ISSUE REVIEW	INT	2	02/07/04	FINAL	INT	3	02/05/04	REV. 001	TP	4	02/05/04	REV. 002	MC			<p>SIGNED DATE: 02/07/04</p> <p>SITE NAME: <b>WHITEFISH BAY</b></p>	
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3	02/05/04	REV. 001	TP																												
4	02/05/04	REV. 002	MC																												
						<p>SITE ID: <b>WJ0117</b></p>		<p>SITE ADDRESS: 6321 N. LYDELL AVE WHITEFISH BAY, WI 53217</p>																							
						<p>SHEET NAME: <b>ANTENNA DETAILS</b></p>		<p>SHEET NUMBER: <b>C-3C</b></p>																							

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APPROVED BY:	MS
DATE:	05/07/14
DESCRIPTION:	SPA REVIEW
1:	05/07/14
2:	05/08/14
3:	05/08/14

**GENERAL PAINT NOTES**

**SURFACE PREPARATION (EXTERIORS)**

1. ABRASIVE BLAST CLEAN ALL NEW STEEL COMPONENTS TO AN SSPC-SP6 'COMMERCIAL BLAST' CONDITION. ALL EXISTING SURFACES SHALL BE CLEANED TO A 'CLEAN' CONDITION PRIOR TO APPLICATION OF PRIMER COAT.
2. AFTER WELDING OR CUTTING, CLEAN ALL DAMAGED SURFACES IN ACCORDANCE WITH SSPC-SP6 'POWER TOOL CLEANING' CONDITION PRIOR TO APPLICATION OF PRIME COAT.

**COATING (EXTERIORS)**

1. THE EXTERIOR PAINT REPAIR SYSTEM WILL BE ONE PRIME COAT OF THE SPECIFIED SERIES 20 OR SERIES 66, ONE INTERMEDIATE COAT OF THE SPECIFIED SERIES 20 OR SERIES 66, AND ONE FINISH COAT OF THE SPECIFIED SERIES 574. PAINT THE EXTERIOR TO MATCH THE EXISTING TOPCOAT COLOR.
2. THE THREE-COAT SYSTEM WILL BE APPLIED AT 3.0 - 4.0 MILS PER COAT, TO A THICKNESS OF 9.0 - 12.0 MILS.

**NOTES:**

1. ALL STEEL ANTENNA INSTALLATION COMPONENTS MUST BE PAINTED TO MATCH THE EXISTING PAINT SYSTEMS ON THE EXTERIOR.
2. NO COMPONENTS CAN REMAIN GALVANIZED OR STAINLESS STEEL. THE SPECIFIED PAINT SYSTEMS WILL NOT HAVE GOOD ADHESION ON GALVANIZED OR STAINLESS STEEL SURFACES.
3. CONTACT THEPEC TO OBTAIN A SUITABLE SURFACE PREPARATION SYSTEM FOR GALVANIZED AND STAINLESS STEEL SURFACES. THE SYSTEM MUST BE SPECIALLY GALVANIZED AND STAINLESS STEEL SURFACES COMPATIBLE WITH THE SPECIFIED PAINT SYSTEMS THAT WILL BE APPLIED.
4. IF APPLICABLE, PAINT ALL NEW STEEL IN A SHOP SETTING, PRIOR TO DELIVERY TO THE SITE.
5. WELDING ON ONE SIDE OF A STEEL SHEET MAY RESULT IN BURNED PAINT ON THE OPPOSITE SIDE. IF THIS OCCURS, THE BURNED PAINT ON THE OPPOSITE SIDE WILL NEED TO BE PAINT REPAIRED.
6. FOLLOW ALL PAINT MANUFACTURERS' RECOMMENDATIONS WHEN USING THEIR PRODUCTS.

**HEALTH AND SAFETY**

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

**GENERAL WELDING**

1. ALL WELDING SHALL BE IN ACCORDANCE WITH AWS D10.9 SEC. 8, WELDING, SEC. 10, WELDING AND SEC. 11, INSPECTION AND TESTING.
2. ALL BELLS TO THE TANK SURFACE SHALL BE MADE WITH E7018 LOW HYDROGEN ROD AND SHALL BE SMOOTH AND FREE OF BURRS AND UNDERCUTS. UNACCEPTABLE WELDS SHALL BE REWELDED. THE ACCEPTED WELDING PROCESS IS BELOW 35 DEGREE FAHRENHEIT UNLESS THE REQUIREMENTS OF AWS D10.9, SEC. 10.21 ARE FOLLOWED.
4. WELDING MAY CAUSE BLISTERING OF THE INTERIOR PAINT OPPOSITE THE WELD. DAMAGED PAINT SURFACES SHOULD BE REPAIRED PER WATER TANK OWNER SPECIFICATIONS. CONTRACTOR SHALL COORDINATE ALL PAINT MATERIALS 4 METHODS WITH OWNER PRIOR TO WORK BEING DONE.
5. ALL WELDED COMPONENTS SHALL NOT BE WELDED DIRECTLY TO THE TANK SURFACE.
6. ALL BELLS IN THE TANK AND STRUCTURAL ATTACHMENTS SHALL BE MADE IN A MANNER TO ENSURE COMPLETE FUSION WITH THE BASE METAL, WITHIN THE LIMITS SPECIFIED FOR EACH JOINT, AND IN STRICT ACCORDANCE WITH THE QUALIFIED WELDING PROCEDURE SPECIFICATIONS.
7. ALL BELLS FOR ANTENNA INSTALLATION SHALL BE SEAL WELDS.
8. CUTTING, WELDING AND GRINDING, DUE TO THE GENERATION OF METAL FLINGS WHICH WILL RUPTURE THE TANK SURFACES IF NOT CLEANED OFF IN A TIMELY MANNER. CONTRACTOR SHALL REMOVE ALL METAL FLINGS IMMEDIATELY. DAMAGED PAINT SURFACES SHOULD BE REPAIRED PER WATER TANK OWNER SPECIFICATIONS. CONTRACTOR SHALL COORDINATE ALL PAINT MATERIALS 4 METHODS WITH TANK OWNER PRIOR TO WORK BEING DONE.

**NOTES:**

1. ALL STEEL ANTENNA INSTALLATION COMPONENTS MUST BE PAINTED TO MATCH EXISTING PAINT SYSTEMS ON THE EXTERIOR.
2. NO COMPONENTS CAN REMAIN GALVANIZED OR STAINLESS STEEL. THE SPECIFIED PAINT SYSTEMS WILL NOT HAVE GOOD ADHESION ON GALVANIZED OR STAINLESS STEEL SURFACES.
3. CONTACT THEPEC TO OBTAIN A SUITABLE SURFACE PREPARATION SYSTEM FOR GALVANIZED AND STAINLESS STEEL SURFACES. THE SYSTEM MUST MAKE PREVIOUSLY GALVANIZED AND STAINLESS STEEL SURFACES COMPATIBLE WITH THE SPECIFIED PAINT SYSTEMS THAT WILL BE APPLIED.
4. IF APPLICABLE, PAINT ALL NEW STEEL IN A SHOP SETTING, PRIOR TO DELIVERY TO THE SITE.
5. WELDING ON ONE SIDE OF A STEEL SHEET MAY RESULT IN BURNED PAINT ON THE OPPOSITE SIDE. IF THIS OCCURS, THE BURNED PAINT ON THE OPPOSITE SIDE WILL NEED TO BE PAINT REPAIRED.
6. FOLLOW ALL PAINT MANUFACTURERS' RECOMMENDATIONS WHEN USING THEIR PRODUCTS.
7. WATER TOWER TO OVERFLOW (DO NOT CLOG THE OVERFLOW PIPE TO AVOID GREATER HEIGHTS).
8. INSTALL A PART THAT IS SPECIFICALLY USED ONLY FOR PORTABLE DRINKING WATER TANKS. CHLORINATE THE PARTS OF THE PART THAT WILL BE IN CONTACT WITH THE TOWER.
9. CHLORINATE THE TANK PER AWWA C650 'DISINFECTION OF WATER STORAGE FACILITIES'.





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www.fullertonengineering.com

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DATE	DESCRIPTION
01/20/14	ISSUE FOR PERMIT
02/03/14	FINAL
07/02/14	FINAL URS
09/02/14	REV. FINAL



63452 NATIONAL PARKWAY  
WHITEFISH BAY, WI 53121

SHEET NAME  
**ANTENNA MATRIX**

SHEET NUMBER  
**C-5**

63452 NATIONAL PARKWAY  
WHITEFISH BAY, WI 53121

63452 NATIONAL PARKWAY  
WHITEFISH BAY, WI 53121

63452 NATIONAL PARKWAY  
WHITEFISH BAY, WI 53121

SECTOR	ANTENNA NUMBER	ANTENNA STATUS & TYPE	POLARITY / PORT	JUMPER COLOR	COAX ID	ANTENNA MODEL NUMBER	ANTENNA VENDOR	TOWER/POLE NUMBER	AZUTH	MECHANICAL DOWNTILT	ELECTRICAL DOWNTILT	ANTENNA & FRONT GROUND	ANTENNA TIP HEIGHT	CABLE FEEDER	
														SIZE	LENGTH
A	A-1	EXISTING GPT	850 R500	R W 8L R W 8R	A1-1 A1-2	85N4-D65695	ANDREW	(1) EXISTING REUS-1 4 (2) NEW REUS-5 UNIT W/ NEW A-1 BOX	350°	T.B.D.	T.B.D.	26'-0"	23'-0"	1.5/8" LDF1-50A	179'-0"
	A-2	NEW LTE	850 R500	-	-	85N4-D65695	COTRISCOPE	(1) EXISTING REUS-1 4 (2) NEW REUS-5 UNIT W/ NEW A-1 BOX	350°	T.B.D.	T.B.D.	26'-0"	23'-0"	1.5/8" LDF1-50A	179'-0"
	A-3	EXISTING UPTS	850 R500	R BR 8L R BR 8R	A3-1 A3-2	85N4-D65695	ANDREW	(1) EXISTING REUS-1 4 (2) NEW REUS-5 UNIT W/ NEW A-1 BOX	350°	T.B.D.	T.B.D.	26'-0"	23'-0"	1.5/8" LDF1-50A	179'-0"
	A-4	NEW LTE	850 R500	-	-	85N4-D65695	COTRISCOPE	(1) FUTURE REUS-33 UNIT W/ NEW A-2 BOX	350°	T.B.D.	T.B.D.	26'-0"	23'-0"	1.5/8" LDF1-50A	179'-0"
B	B-1	EXISTING GPT	850 R500	BL W 8L BL W 8R	B1-1 B1-2	85N4-D65695	ANDREW	(1) EXISTING REUS-1 4 (2) NEW REUS-5 UNIT W/ NEW A-1 BOX	120°	T.B.D.	T.B.D.	26'-0"	23'-0"	1.5/8" LDF1-50A	179'-0"
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C	C-1	EXISTING GPT	850 R500	G W 8L G W 8R	C1-1 C1-2	85N4-D65695	ANDREW	(1) EXISTING REUS-1 4 (2) NEW REUS-5 UNIT W/ NEW A-1 BOX	240°	T.B.D.	T.B.D.	26'-0"	23'-0"	1.5/8" LDF1-50A	179'-0"
	C-2	NEW LTE	850 R500	-	-	85N4-D65695	COTRISCOPE	(1) EXISTING REUS-1 4 (2) NEW REUS-5 UNIT W/ NEW A-1 BOX	240°	T.B.D.	T.B.D.	26'-0"	23'-0"	1.5/8" LDF1-50A	179'-0"
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THESE DRAWINGS ARE PREPARED BASED ON RFD6 DATED 12/24/2013, REVISION \* V1.0 GENERAL CONTRACTOR TO VERIFY AND INCORPORATE MOST RECENT VERSION OF RFD6 PRIOR TO CONSTRUCTION

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BY:	MS
DATE:	11/20/11
DESCRIPTION:	NT
BY:	MS
DATE:	11/20/11
DESCRIPTION:	NT



SIGNED: DATE: 11/20/11  
SITE NAME  
**WHITEFISH BAY**

SITE ID:  
**W1011**

SITE ADDRESS:  
**43811 W. WHITEFISH BAY, IL 60171**

SHEET NAME  
**SITE DETAILS AND NOTES**

SHEET NUMBER  
**C-7**

**GENERAL NOTES**

- IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE ALL PERMITS, ORDINANCES, REGULATIONS, AND LOCAL ORDINANCES AND TO ENSURE THAT WORK PROCEEDS IS NOT INTERRUPTED.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING A SMOOTH EVEN-TEXTURED SURFACE.
- THE PLANS SHOW SOME KNOWN SUBSURFACE STRUCTURES ABOVE GROUND STRUCTURES AND/OR UTILITIES BELIEVED TO EXIST IN THE WORKING AREA. EXACT LOCATION OF WHICH MAY VARY FROM THE LOCATIONS INDICATED. IN SUCH CASES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND APPROPRIATE LOCATIONS OF SUCH UTILITIES, SUBSURFACE STRUCTURES AND/OR UTILITIES IN THE AREA MAY BE SHOWN OR MAY NOT BE SHOWN AND IT SHALL BE HIS RESPONSIBILITY TO PROCEED WITH GREAT CARE IN EXCAVATION AND WORK. 48 HOURS BEFORE YOU SHALL OR BLAST CALL LOCAL UTILITY LOCATOR COMPANY.
- THE OWNER OR OWNER'S REPRESENTATIVE SHALL BE NOTIFIED IN WRITING OF ANY CONDITIONS THAT VARY FROM THE PERMITS, ORDINANCES, REGULATIONS, AND LOCAL ORDINANCES. THE CONTRACTOR SHALL NOT VARY FROM THE PERMITS, ORDINANCES, REGULATIONS, AND LOCAL ORDINANCES WITHOUT THE EXPRESS APPROVAL OF THE OWNER OR THE OWNER'S REPRESENTATIVE.
- THE CONTRACTOR IS INSTRUCTED TO COOPERATE WITH THE OWNER OR OWNER'S REPRESENTATIVE IN ALL WORK ON THIS JOB SITE DURING THE PERFORMANCE OF THIS CONTRACT.
- THE CONTRACTOR SHALL REPAIR ALL DAMAGED, PUBLIC OR PRIVATE PROPERTY TO AT LEAST AS GOOD AS OR BETTER THAN ORIGINAL CONDITION AS DETERMINED BY THE OWNER OR OWNER'S REPRESENTATIVE.
- THE CONTRACTOR SHALL COMPLY WITH ALL REQUIRED PERMITS.
- THE CONTRACTOR SHALL PROTECT EXISTING PROPERTY LINE MONUMENTATION AND MONUMENTATION DISTURBED OR DESTROYED, AS JUDGED BY THE OWNER OR OWNER'S REPRESENTATIVE SHALL BE REPLACED.
- ALL TRENCH EXCAVATION AND ANY REQUIRED SHEETING AND SHORING SHALL BE DONE IN ACCORDANCE WITH OSHA REGULATIONS FOR CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING AND MAINTAINING SURFACE DRAINAGE DURING THE COURSE OF WORK.
- ALL UTILITY WORK INVOLVING CONNECTIONS TO EXISTING SYSTEMS SHALL BE COORDINATED WITH THE OWNER OR OWNER'S REPRESENTATIVE AND THE UTILITY OWNER'S REPRESENTATIVE. EVERY CONNECTION TO EXISTING SYSTEMS IS MADE.
- MAINTAIN FLOW FOR ALL EXISTING UTILITIES.
- ALL SITE FILL SHALL MEET SELECTED FILL STANDARDS AS DEFINED BY THE OWNER OR OWNER'S REPRESENTATIVE ON THE DRAWINGS OR GEOTECHNICAL REPORT RECOMMENDATIONS.
- CONTRACTOR TO GRADE ALL AREAS OF THE SITE TO MAINTAIN PROPER DRAINAGE AWAY FROM THE BUILDING OR EQUIPMENT PAD AND THE TOWER.
- IF NECESSARY, THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING AND REGRADING ROADWAY AND ANY DISTURBED AREAS FOLLOWING INSTALLATION OF UTILITIES.
- NO COMMERCIAL MESSAGES TO BE DISPLAYED ON TOWER.
- WATER AND SEWER SERVICES ARE NOT REQUIRED FOR THIS DEVELOPMENT.
- THE CONTRACTOR SHALL FURNISH AND INSTALL ALL MATERIALS UNLESS NOTED.

**GENERAL REQUIREMENTS**

- THE DRAWING AND SPECIFICATIONS ARE INTENDED TO BE FULLY EXPLANATORY AND SUPPLEMENTARY, HOWEVER, SHOULD ANYTHING BE SHOWN INDICATED OR SPECIFIED ON ONE DRAWING OR SPECIFICATION THAT IS IN CONFLICT WITH ANYTHING SHOWN ON ANOTHER DRAWING OR SPECIFICATION, THE DRAWING SHALL TAKE PRECEDENCE. ANY DISCREPANCIES BETWEEN REQUIREMENTS SHOWN IN BOTH, THE MORE STRINGENT REQUIREMENTS SHALL APPLY.
- THE INTENTION OF THE DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS REASONABLY NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS STIPULATED IN THE CONTRACT.
- COORDINATE:**
  - VERIFY ALL MEASUREMENTS AT THE SITE BEFORE ORDERING MATERIAL OR DOING ANY WORK.
  - VERIFY ALL DIMENSIONS OR DIMENSIONS SHOWN ON PLANS. SUBMIT NOTICE OF ANY DISCREPANCY IN DIMENSIONS OR OTHERWISE TO AIT FOR RESOLUTION BEFORE PROCEEDING WITH THE WORK.
  - NO FIELD OR WORKING CONDITIONS THAT EXIST OR OF DIFFICULTY OF CONDITIONS EXISTING AT THE TIME OF THE WORK SHALL BE ACCEPTED AS AN EXCUSE FOR ANY FAILURE OR OMISSION ON THE PART OF THE CONTRACTOR TO FULFILL EVERY DETAIL OF ALL THE REQUIREMENTS OF THE CONSTRUCTION DOCUMENTS GOVERNING THE WORK.
- CLEANING:** KEEP THE SITE FREE FROM ACCUMULATION OF WASTE AND RUBBISH CAUSED BY EMPLOYEES AT THE COMPLETION OF THE WORK. REMOVE ALL WASTE AND NON-CONSTRUCTION MATERIAL, INCLUDING ALL CONTRACTOR TOOLS, SCAFFOLDING, AND SURPLUS MATERIAL, AND LEAVE SITE CLEAN AND READY FOR USE.
- PERMITS:** CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING ALL LAWS, REGULATIONS, AND ORDINANCES PROMULGATED BY FEDERAL, STATE AND LOCAL AUTHORITIES WITH JURISDICTION OVER THE PROJECT. THIS RESPONSIBILITY IS IN EFFECT REGARDLESS OF WEATHER THE LAW OR ORDINANCE REGULATION OR RULE IS MENTIONED IN THESE SPECIFICATIONS.
- LIENS:** CONTRACTOR SHALL HAVE AND MAINTAIN A VALID CONTRACTOR'S LICENSE FOR THE LOCATION IN WHICH THE WORK IS TO BE PERFORMED. FOR JURISDICTIONS THAT LICENSE INDIVIDUAL TRADERS, THE TRADESMAN OR SUBCONTRACTOR PERFORMING THOSE TRADES SHALL BE RESPONSIBLE FOR OBTAINING AND MAINTAINING A VALID LICENSE. CONTRACTOR SHALL SELECT AND NOTIFY SUBCONTRACTORS REGARDING THESE LAWS.
- OSHA:** FOLLOW ALL APPLICABLE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION AND STATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HEALTH AND SAFETY MATTERS INCLUDING, BUT NOT LIMITED TO, REGULATIONS AND ORDINANCES WITH TOWER CONSTRUCTION AND SAFETY, EXCAVATIONS AND TRENCHING, AND WORK IN CONFINED SPACES. ENSURE THAT EMPLOYEES AND SUBCONTRACTORS WEAR HARD HATS AT ALL TIMES DURING CONSTRUCTION.
- PHOTOS:** PROVIDE PHOTOGRAPHIC EVIDENCE OF ALL FOUNDATION INSTALLATION, GROUNDING, AND TRENCHING AFTER PLACEMENT OF UTILITIES PRIOR TO BACKFILL.
- BUILDING PERMITS:** CONTRACTOR WILL SUBMIT CONSTRUCTION DOCUMENTS TO THE JURISDICTION AUTHORITY AND OBTAIN ALL NECESSARY PERMITS. CONTRACTOR WILL SUBMIT LICENSING AND WORKMAN'S COMPENSATION INFORMATION TO THE JURISDICTION AS REQUIRED TO OBTAIN THE BUILDING PERMIT. CONTRACTOR SHALL COORDINATE AND SCHEDULE REQUIRED INSPECTIONS AND POST REQUIRED PERMITS AT THE JOB SITE. COPY WITH SPECIFIC PROVISIONS TO THE PERMITS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE CONSTRUCTION MANAGER OF ANY SUCH WORK THAT MAY BE BEYOND THE SCOPE OF THE CONTRACT OR DEVIATE FROM THE CONSTRUCTION DOCUMENTS. AIT WILL REPRESENT THE CONTRACTOR FOR FEES FOR PLAN REVIEW, BUILDING PERMITS, CONNECTIONS, AND INSPECTION (INCLUDED IN THE BASE PROPOSAL).
- ZONING REGULATIONS AND CONDITIONAL USE PERMITS:** CONTRACTOR WILL SUBMIT FOR AND OBTAIN ALL ZONING AND CONDITIONAL USE PERMITS, SOME USE PERMITS THAT HAVE SPECIFIC REQUIREMENTS FOR THE SITE RELATED TO CONSTRUCTION, SUCH AS NOISE REGULATIONS, HOURS OF WORK, ACCESS LIMITATIONS, ETC. THE CONSTRUCTION MANAGER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AT THE PRE-SID MEETING OR AS SHOWN IN THE CONSTRUCTION DOCUMENTS.
- FALL PROTECTION AND TOWER LIGHTING:** REFER TO CONSTRUCTION DOCUMENTS AND CONSTRUCTION PERMITS FOR ALL REQUIREMENTS FOR FALL PROTECTION AND TOWER LIGHTING. PROVIDE TEMPORARY APPROVED LIGHTING UNTIL PERMANENT LIGHTING IS OPERATIONAL.
- TOWER SECURITY:** IF REQUIRED, TOWER MUST BE FENCED, TEMPORARILY OR PERMANENTLY, WITHIN 24 HOURS OF ERECTION. DO NOT ALLOW THE GATE ACCESSING THE TOWER TO BE UNLOCKED OR UNATTENDED AT ANY TIME FOR ANY REASON. KEEP THE GATE CLOSED AND LOCKED WHEN NOT IN USE.
- SITE CONTROL:**
  - THE CONTRACTOR IS COMPLETELY RESPONSIBLE FOR CONTAINMENT OF SEDIMENT AND PROPERTIES OF EROSION AT THE SITE. ANY DAMAGE TO ADJACENT OR DOWNSTREAM PROPERTIES WILL BE CONNECTED BY THE CONTRACTOR AT NO EXPENSE TO AIT.
  - THE CONTRACTOR IS TO MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES. DO NOT ALLOW WATER TO STAND OR FLOOD. ANY DAMAGE TO STRUCTURES OR UTILITIES ON THE SITE CAUSED BY THE CONTRACTOR AND ANY COST ASSOCIATED WITH REPAIRS FOR SUCH DAMAGE WILL BE AT THE CONTRACTOR'S EXPENSE.
  - ALL WASTE MATERIAL SHALL BE PROPERLY DISPOSED OF OFF-SITE OR AS DIRECTED BY THE CONSTRUCTION MANAGER AND IN ACCORDANCE WITH JURISDICTIONAL AUTHORITIES.

**NOTES**

SCALE: N.T.S. | 1 | NOT USED | SCALE: N.T.S. | 2



**at&t**  
 930 NATIONAL FRUIT  
 4TH FLOOR  
 SCHAFERBURG, IL 60173

**Goodman Networks**  
 930 NATIONAL PARKWAY  
 SUITE 300  
 SCHAFERBURG, IL 60173

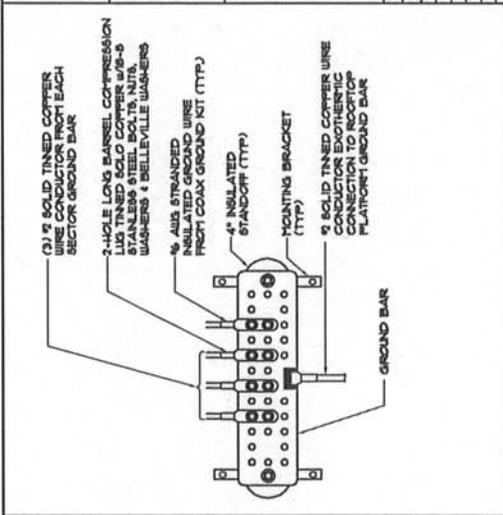
**FULLERTON**  
 ENGINEERING DESIGN

1600 W. 87TH AVENUE, SUITE 200  
 ROSEMONT, ILLINOIS 60018  
 TEL: 847-292-0000  
 FAX: 847-292-0006  
 www.FullertonEngineering.com

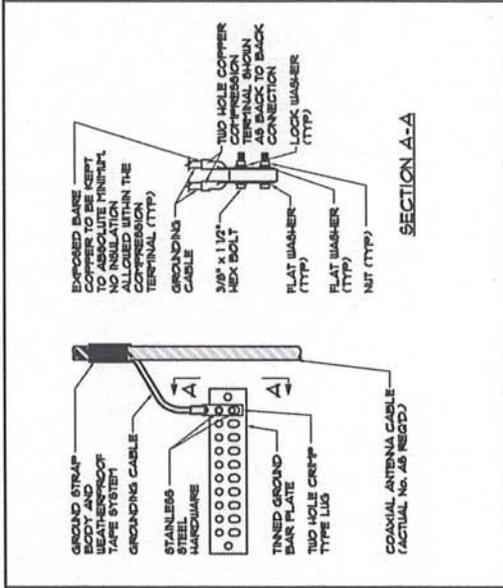
NO.	DATE	DESCRIPTION	BY	CHKD
1	07/24/04	ISSUE FOR PERMIT	NT	NT
2	07/24/04	FINAL	NT	NT
3	07/24/04	FINAL	NT	NT
4	07/24/04	REV. FINAL	NT	NT

**SCONS**  
 HENRY D. BELLEAU  
 36381-006  
 ROSEMONT, IL  
 PROFESSIONAL ENGINEER  
 LICENSE NO. 111848-04

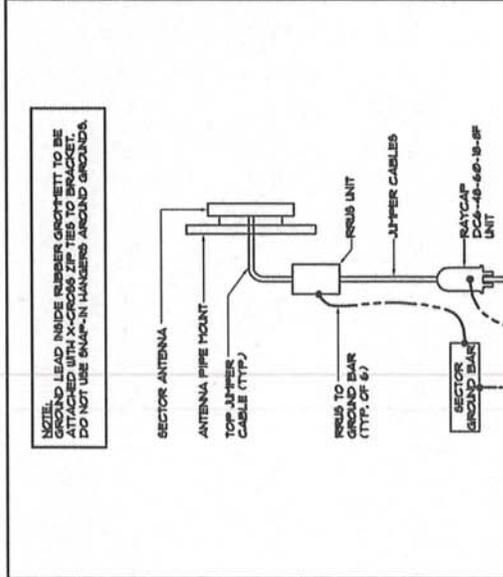
SHEET NAME	WHITEFISH BAY
SHEET ID.	W1011
SITE ADDRESS	6321 N. LYDELL AVE WHITEFISH BAY, WI 53111
SHEET NAME	GROUNDING DETAILS & NOTES
SHEET NUMBER	E-2



- GROUND BAR DETAILS** SCALE: NTA, 3
- METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING WITNESS OR BY BONDING WIRE AND UL APPROVED GROUNDS TYPE CONDUIT CLAMP PER NEC AND ATIT NP-800971.
  - CONNECTIONS TO THE GROUND BAR SHALL NOT BE DOUBLED UP OR STACKED, BACK TO BACK CONNECTIONS ON OPPOSITE SIDES OF THE GROUND BARS ARE PERMITTED.
  - METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR STRANDED COPPER CONDUCTORS WITH GREEN INSULATION SIZED IN ACCORDANCE WITH NEC SHALL BE FURNISHED AND INSTALLED WITH POWER CIRCUITS TO ITS EQUIPMENT.
  - ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
  - USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED. IN ALL CASES BENDS SHALL BE MADE WITH A MINIMUM BEND RADIUS OF 8 INCHES.
  - MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, PIPES AND SUPPORTS SHALL BE CONNECTED TO THE GROUND ROD, IN ACCORDANCE WITH NEC.
  - GROUND ALL RF EQUIPMENT INCLUDING BUT NOT LIMITED TO COAXIAL CABLES, ANTENNAS, AND ANTENNA MAST PER NEC AND ATIT NP-800971.



- COAX CABLE & GROUND BAR CONNECTIONS** SCALE: NTA, 4
- TYPE IV THROUGH VERTICAL CABLE TO VERTICAL PIPE, BRACKET OR TO THE SIDE OF EITHER HORIZONTAL OR VERTICAL PIPE
- TYPE V HORIZONTAL CABLE TAP TO VERTICAL PIPE, BRACKET OR TO THE SIDE OF HORIZONTAL PIPE
- TYPE VI HORIZONTAL CABLE TAP TO HORIZONTAL PIPE
- TYPE VII VERTICAL CABLE TAP TO HORIZONTAL PIPE
- TYPE VIII HORIZONTAL CABLE TAP TO HORIZONTAL PIPE
- TYPE IX VERTICAL CABLE TAP TO VERTICAL PIPE
- TYPE X HORIZONTAL CABLE TAP TO VERTICAL PIPE
- TYPE XI VERTICAL CABLE TAP TO HORIZONTAL PIPE
- TYPE XII HORIZONTAL CABLE TAP TO HORIZONTAL PIPE



- CABLE GROUNDING** SCALE: NTA, 4
- EXOTHERMIC WELD DETAILS** SCALE: NTA, 4
- GROUNDING NOTES** SCALE: NTA, 5

**PROJECT INFORMATION**

APPLICANT: AT&T  
 530 NATIONAL PARKWAY  
 SCHENGBURG, IL 60173  
 10011969  
 PROPOSED USE: TELECOMMUNICATIONS FACILITY  
 STRUCTURE TYPE: WATER TANK  
 SITE ADDRESS: 6321 NORTH LYDELL AVENUE  
 GLENDALE, WI 53217  
 PROPERTY OWNER: VILLAGE OF WHITEFISH BAY  
 5300 N. MARLBOROUGH DRIVE,  
 WHITEFISH BAY, WI 53217  
 PROJECT MANAGER: SATISHKUMAR C. PATEL  
 (414) 962-6680  
 CONTACT PERSON: 163-0049  
 PARCEL NUMBER: MILWAUKEE COUNTY  
 JURISDICTION: 43° 7' 54.71" N  
 LATITUDE: 87° 54' 42.818" W  
 LONGITUDE: 160 83  
 LAT / LONG TYPE: 667 FT MSL  
 GROUND ELEVATION: WE ENERGIES  
 POWER COMPANY: (800) 714-7777  
 PHONE: AT&T  
 TELEPHONE COMPANY: (800)-257-0902



**PROJECT:**  
 LTE 3C (WCS)  
**PROJECT DESCRIPTION:**  
 REPLACE EXISTING ANTENNAS ON POS.1 &  
 INSTALL NEW WCS RRUS32 IN EACH SECTOR  
 UPGRADE EXISTING LTE RBS 6601 FOR WCS EQUIPMENT.

**AT&T APPROVAL**

SITE ACQUISITION MANAGER: \_\_\_\_\_ Date \_\_\_\_\_  
 MASTEC CONSTRUCTION MANAGER: \_\_\_\_\_ Date \_\_\_\_\_  
 MASTEC SA PROJECT MANAGER: \_\_\_\_\_ Date \_\_\_\_\_  
 MASTEC SA SPECIALIST: \_\_\_\_\_ Date \_\_\_\_\_  
 MASTEC COMPLIANCE MANAGER: \_\_\_\_\_ Date \_\_\_\_\_  
 AT&T RF PROJECT MANAGER: \_\_\_\_\_ Date \_\_\_\_\_  
 AT&T PROJECT MANAGER: \_\_\_\_\_ Date \_\_\_\_\_

**AT&T MOBILITY APPROVAL**

Real Estate \_\_\_\_\_ Date \_\_\_\_\_  
 RF \_\_\_\_\_ Date \_\_\_\_\_  
 Operation \_\_\_\_\_ Date \_\_\_\_\_

**LTE PROJECT**

700 AWS  1900 850 WCS

REV	DRAWING INDEX
A	WI0117-01 TITLE SHEET
A	WI0117-02 SITE PLAN
A	WI0117-03 ELEVATION
A	WI0117-04 ANTENNAS LAYOUT
A	WI0117-05 EQUIPMENT LAYOUT
A	WI0117-06 CONSTRUCTION DETAILS
A	WI0117-07 ANTENNA MATRIX
A	WI0117-08 COAX / FIBER COLOR CODING
A	WI0117-09 GENERAL NOTES

**VICINITY MAP**

**DIRECTION: (FROM O'HARE INTERNATIONAL AIRPORT)**  
 TAKE RAMP (RIGHT) ONTO I-190 1.1 MI. AT EXIT 1C, TURN RIGHT ONTO RAMP 0.2 MI. \*TOLL ROAD\*.  
 MERGE ONTO I-294 [TRI-STATE TOLLWAY] 13.0 MI. \*TOLL ROAD\*. MERGE ONTO I-94 [TRI-STATE  
 TOLLWAY] 24.0 MI. STAY ON I-94 [US-47] (NORTH) 33.8 MI. MERGE ONTO I-43 [I-94  
 EXIT 78, TURN RIGHT ONTO RAMP 0.1 MI. KEEP RIGHT TO STAY ON I-43 [I-94] STREET AT  
 ONTO LOCAL ROAD(S) 2.1 YDS. TURN LEFT (NORTH) ONTO ST. WASHINGTON RD. 0.9 MI. TURN  
 RIGHT (EAST) ONTO W. DEVOS ST. TURN MASTEC LEFT (NORTH) ONTO N. LYDELL AVE 0.2 MI.  
 TURN LEFT (WEST) ONTO LOCAL ROAD(S) 54 YDS. ARRIVE AT 43.13166N 87.91189W.



TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN.

ONE CALL SYSTEMS INTERNATIONAL  
 CALL DIGGERS HOT LINE  
 1-800-242-8511  
 TOLL FREE  
 FAX: A LOCATE 1-800-338-3860  
 TOD (FOR HIGHER UNMARKED) 1-800-592-2289

**SITE QUALIFICATION PARTICIPANTS**

NAME	COMPANY	NUMBER
SATISHKUMAR C. PATEL	APEX ENGINEERS, INC.	(630) 627-1800
KEN STOCKERO	AT&T MOBILITY	(847) 463-5921
	MASTEC	

THESE DRAWINGS ARE PREPARED BASED ON INFORMATION PROVIDED BY MASTEC NETWORK SOLUTION. GENERAL CONTRACTOR TO VERIFY AND INCORPORATE MOST RECENT VERSION OF RFDS PRIOR TO CONSTRUCTION.

**Mastec Network Solutions**  
 1351 E. Irving Park Rd  
 Itasca, IL 60143

**Apex Engineers, Inc.**  
 Structural & Civil Engineers  
 500 East 22nd Street, Suite B  
 Lombard, Illinois 60148  
 P: (630) 627-1800  
 Fax: (630) 627-1195  
 APEX JOB NO. MG09-169

**WHITEFISH BAY**  
 SITE NO. WI0117  
 SITERRA NO. 38649-A  
 6321 NORTH LYDELL AVENUE  
 GLENDALE, WI 53217



NO.	DATE	ISSUED FOR REVIEW	BY	CHK	APP'D
1	10/07/13				

**APPLICABLE BUILDING CODES AND STANDARDS**

CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS DESCRIBED IN THIS SPECIFICATION. THE DESIGN SHALL BE IN ACCORDANCE WITH THE MOST RECENT EDITIONS OF THE CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

BUILDING CODE: [INTERNATIONAL BUILDING CODE (IBC), 2012 AS ADOPTED BY LOCAL BUILDING AUTHORITY]

ELECTRICAL CODE: [NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70-2002; 2008 NATIONAL ELECTRICAL CODE, AS ADOPTED BY LOCAL BUILDING AUTHORITY]

LIGHTNING PROTECTION CODE: [NFPA 780 - 2000, LIGHTNING PROTECTION CODE]

CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS. AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, NINTH EDITION

TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-G, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES;

INSTITUTE FOR COMMERCIAL BUILDING AND ELECTRONICS ENGINEERS (ICEE) B1, GUIDE FOR MEASURING EARTH RESISTANCE OF ELECTRICAL EQUIPMENT

IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT

IEEE 652.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE")

TELECORDIA GR-1275, GENERAL INSTALLATION REQUIREMENTS

TELECORDIA GR-1503, COAXIAL CABLE CONNECTIONS

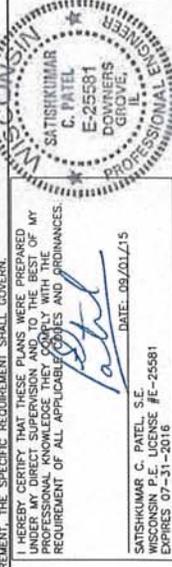
ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM ENVIRONMENTAL PROTECTION STANDARDS FOR CONSTRUCTION OF BUILDINGS

TELECOM CODES AND STANDARDS REGARDING MATERIAL METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH THE REQUIREMENT OF ALL APPLICABLE CODES AND ORDINANCES.

SATISHKUMAR C. PATEL, S.E.  
 WISCONSIN P.E. LICENSE #E-25581  
 EXPIRES 07-31-2016

DATE: 09/01/13



NO.	DATE	ISSUED FOR REVIEW	BY	CHK	APP'D
1	10/07/13				

SCALE	AS SHOWN	DESIGNED BY: XX	DRAWN BY: XX

NO.	DATE	ISSUED FOR REVIEW	BY	CHK	APP'D
1	10/07/13				

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1	10/07/13				

NO.	DATE	ISSUED FOR REVIEW	BY	CHK	APP'D
1	10/07/13				

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1	10/07/13				

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1	10/07/13				

NO.	DATE	ISSUED FOR REVIEW	BY	CHK	APP'D
1	10/07/13				

PICTURES TAKEN ON 08/25/2015



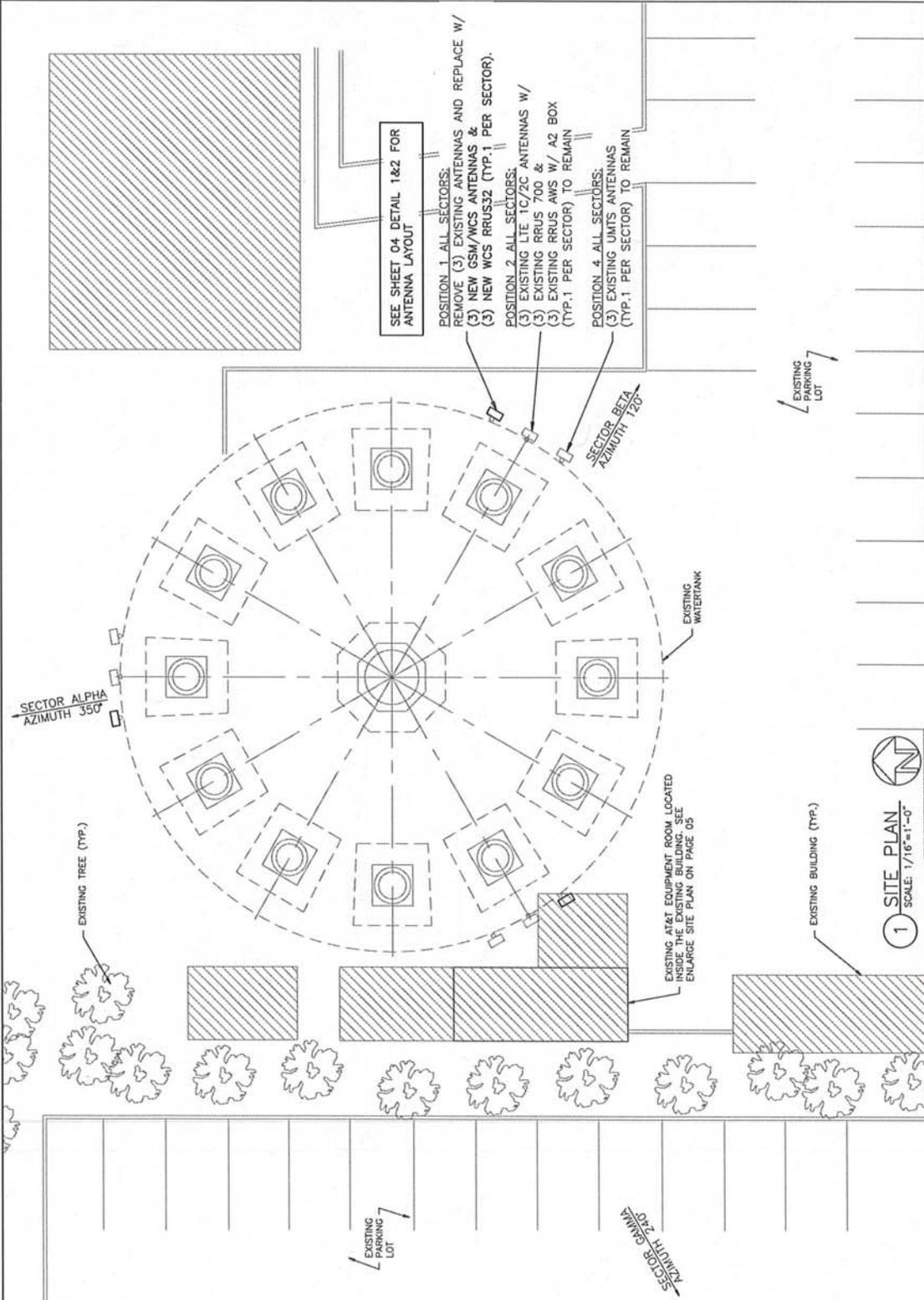
EXISTING TOWER



EXISTING ANTENNAS



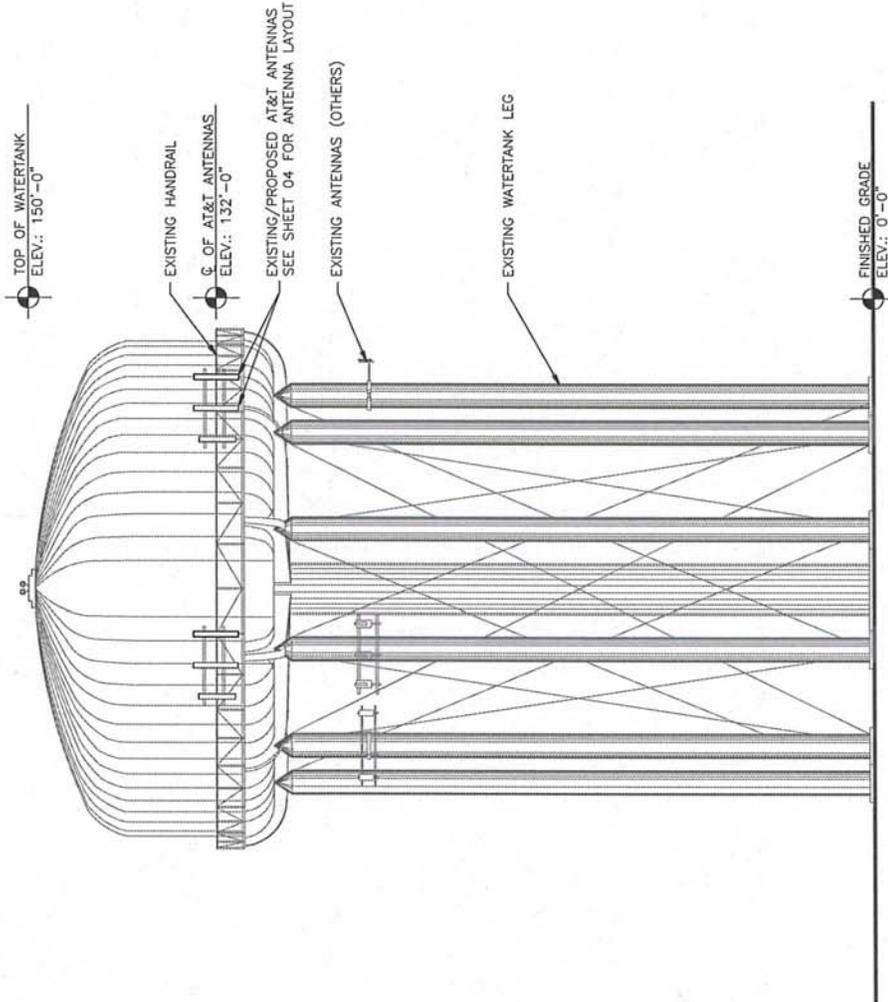
EXISTING EQUIPMENT LAYOUT



		<b>WHITEFISH BAY</b> SITE NO. W010117 SITERRA NO. 38549-A 6321 NORTH LYDELL AVENUE GLENDALE, WI 53217	
Apex Engineers, Inc. Structural & Civil Engineers 500 East 22nd Street, Suite B Greenfield, WI 54601 Ph. (630) 627-1800 Fax. (630) 627-1165 APEX JOB NO. GN09-169		Mastec Network Solutions 1351 E. Irving Park Rd Itasca, IL 60143	
NO. DATE A 09/07/15	ISSUED FOR REVIEW BY CHK/MP/C	REVISIONS DRAWN BY: XX CHECKED BY: XX	SCALE: AS SHOWN SHEET NO.: 2 TOTAL SHEETS: 2
AT&T MOBILITY SITE PLAN DRAWING NUMBER W010117-02		11 x 17 8/32	

**STRUCTURAL ANALYSIS BY OTHERS**

**NOTE:**  
 1. REFER TO RF DESIGN SHEET/ ANTENNA CONFIGURATION DRAWING/ RET CONTROL DIAGRAM & INSTALL AS REQUIRED UPPER TOWER LOWER DIAPHERS, BRAS-T, POU, RET CONTROLLER & HR CABLE W/C BOTTOM JUNCTIONS, CSM 850 RADIOS, LRU CABLES, 500MHZ LOADS OR TERMINATION CAPS  
 2. ALL ANTENNA AZIMUTH TO BE FROM TRUE NORTH



1 ELEVATION  
 SCALE: 3/64"=1'-0"



**WHITEFISH BAY**  
**SITE NO. WI0117**  
**SITERRA NO. 38549-A**  
 6321 NORTH LYDELL AVENUE  
 GLENDALE, WI 53217

**Apex Engineers, Inc.**  
 Structural & Civil Engineers  
 500 East 22nd Street, Suite B  
 Lombard, Illinois 60148  
 Ph. (630) 627-1800  
 Fax. (630) 627-1165  
 APEX JOB No. GM09-169



**MasTec**  
**Network Solutions**  
 1351 E. Irving Park Rd  
 Itasca, IL 60143

NO.	DATE	ISSUED FOR	BY	CHK'D BY	APP'D BY
A	09/07/15	ISSUED FOR REVIEW	BO	EW	SP
SCALE: AS SHOWN			DESIGNED BY: XX	DRAWN BY: XX	
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AT&T MOBILITY

ELEVATION

DRAWING NUMBER

WD0117-03

REV

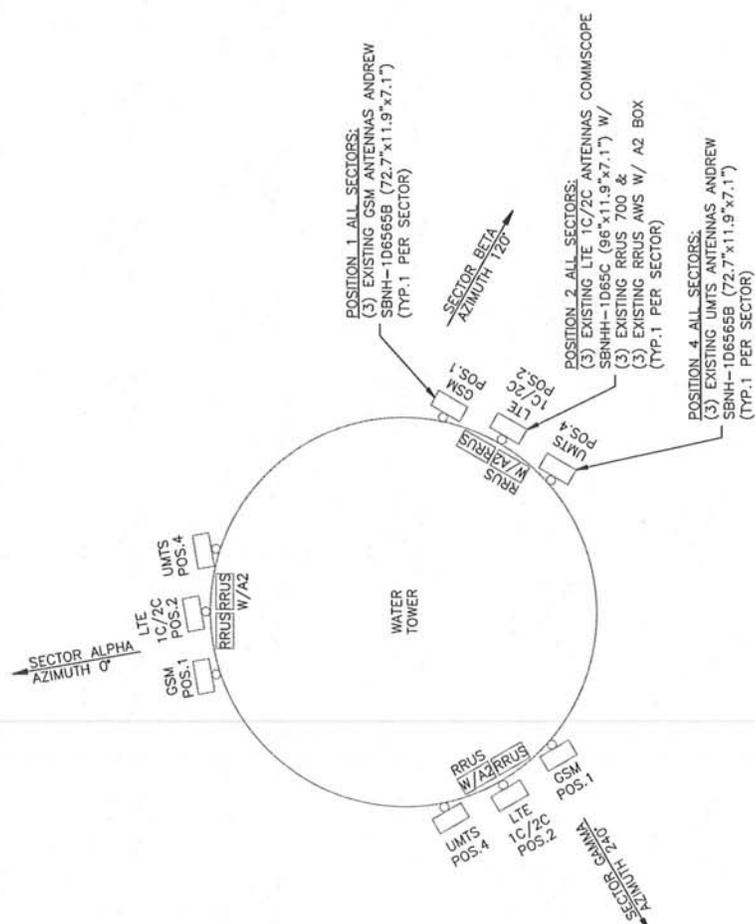
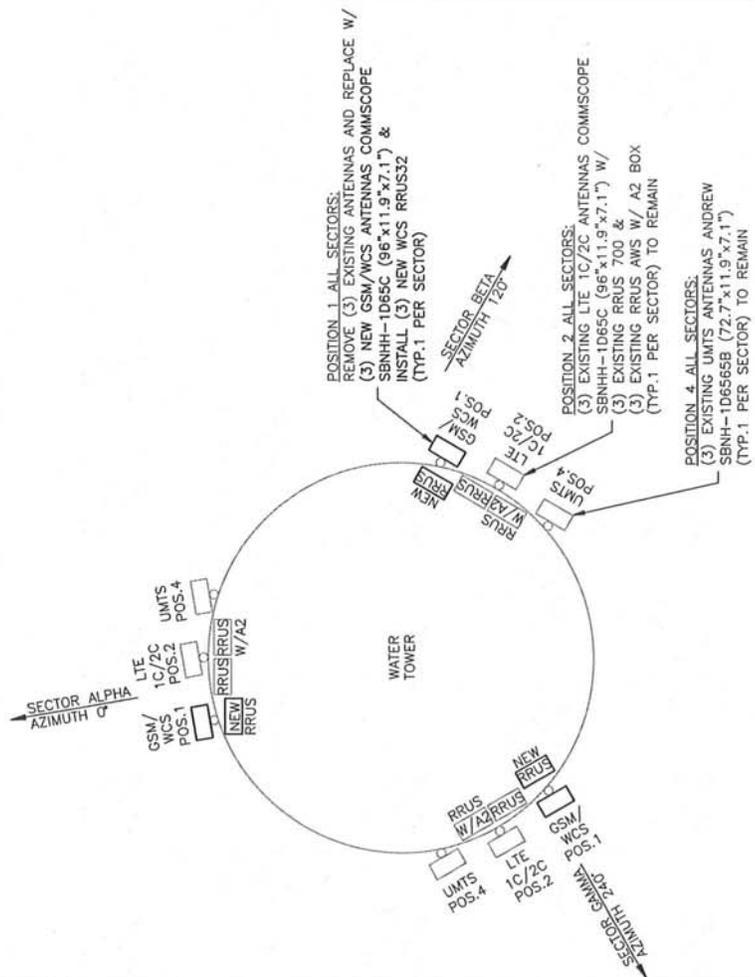
A

11 17 15

3/2

RELOCATE/ ADD/ REPLACE MOUNTING PIPES AS REQUIRED TO ACCOMMODATE NEW ANTENNAS

EXISTING ANTENNA MODELS, POSITIONS & AZIMUTHS ARE ASSUMED BASED ON RFDS. CONTRACTOR TO VERIFY PRIOR TO CONSTRUCTION & COORDINATE WITH AT&T RF ENGINEER FOR ANY DISCREPANCY.



1 LTE 2C/EXISTING ANTENNA LAYOUT  
SCALE: N.T.S.

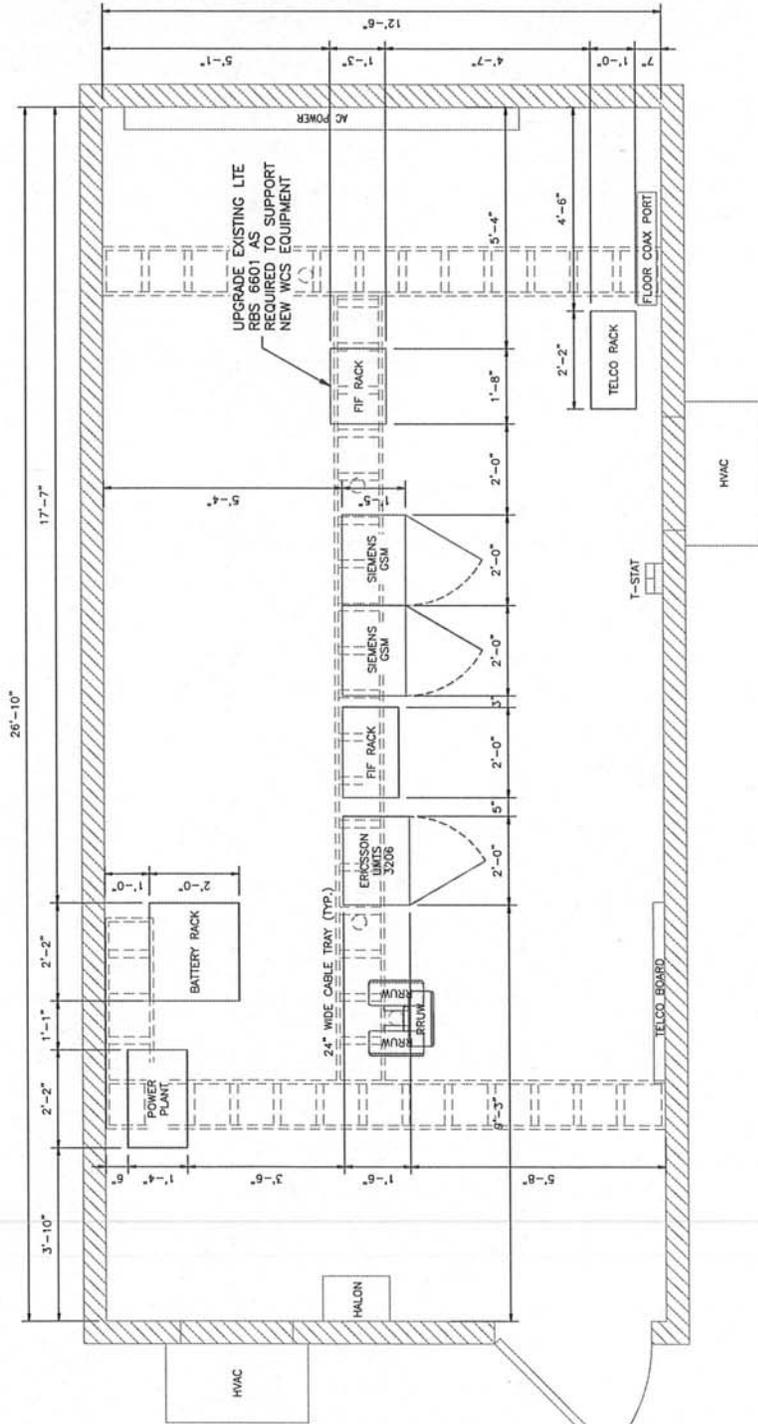
2 PROPOSED WCS ANTENNA LAYOUT  
SCALE: N.T.S.

REFER TO RF DESIGN SHEET FOR ADDITIONAL INFORMATION ON TMA'S/DIPLEXERS/DC&FIBER BOX/SOLID

 1351 E. Irving Park Rd Itasca, IL 60143		 Apex Engineers, Inc. Structural & Civil Engineers 500 East 22nd Street, Suite B Lombard, IL 60148 Ph: (630) 897-8600 Fax: (630) 627-1165 APEX JOB NO: GM09-169		 WHITEFISH BAY SITE NO. W10117 SITERA NO. 38549-A 6321 NORTH LYDELL AVENUE GLENDALE, WI 53217		AT&T MOBILITY ANTENNA LAYOUT DRAWING NUMBER W10117-04	
NO.	DATE	ISSUED FOR REVIEW	RD	EW	SP	CHK	BY
DESIGNED BY:	XC	DESIGNED BY:	XC	DESIGNED BY:	XC	DESIGNED BY:	XC
SCALE:	AS SHOWN	SCALE:	AS SHOWN	SCALE:	AS SHOWN	SCALE:	AS SHOWN
						11 x 17 1/2" SIZE	

**NOTES:**

- EXISTING SPACE FOR PROPOSED EQUIPMENT ASSUMED TO BE ADEQUATE. PRIOR TO INSTALLATION, COORDINATE FINAL LOCATION WITH CONSTRUCTION MANAGER.
- COORDINATE WITH CONSTRUCTION MANAGER FOR THE PROVISION OF DC CIRCUIT BREAKERS AND OTHER ANCILLARY ITEMS TO SUPPORT THE NEW EQUIPMENT.
- PROPERLY BOND ALL EQUIPMENT AND CONDUCTIVE SURFACES TO EXISTING GROUND PER NEC AND AT&T STANDARDS.



LTE EQUIPMENT LOCATION



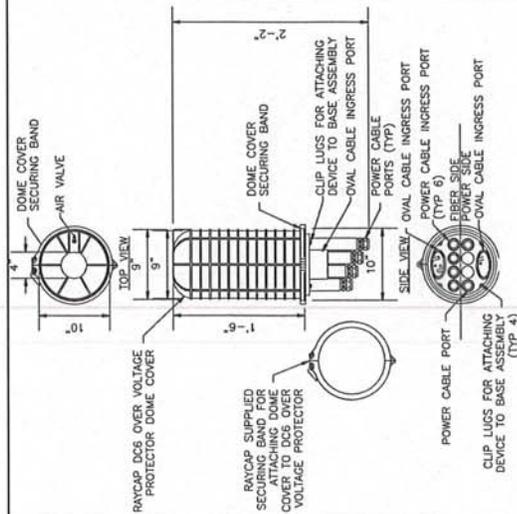
- FOOTPRINT (HWWD)
  - 66 x 483 x 350 MM (2.6 x 19 x 14 IN)
  - 1.5 U HEIGHT & 19" RACK MOUNTABLE
- WEIGHT 10 LBS (22 LBS)
- CLIMATE CONTROL
  - FANS (+41 TO +122F AMBIENT)
- BREAKERS/ POWER CABLE
  - 48 VDC (1x15 AMP BREAKER)
- POWER CONSUMPTION (TYPICAL WITH ONE DUL-20, AND ONE SAU)
  - 8 INTERNAL
  - 22 VA SEPARATE UNIT SAU UNIT
- EXTERNAL ALARMS
  - BATTERY RACK
  - FROM AT&T POWER CABINET

② FIF RACK W/RBS 6601  
SCALE: NTS

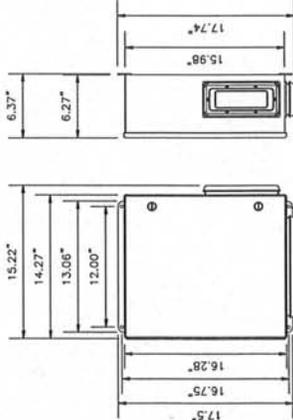
CONTRACTOR TO INSTALL CIRCUIT BREAKERS (PROVIDED BY AT&T) AS REQUIRED.

① EQUIPMENT LAYOUT  
SCALE: 3/8"=1'-0"

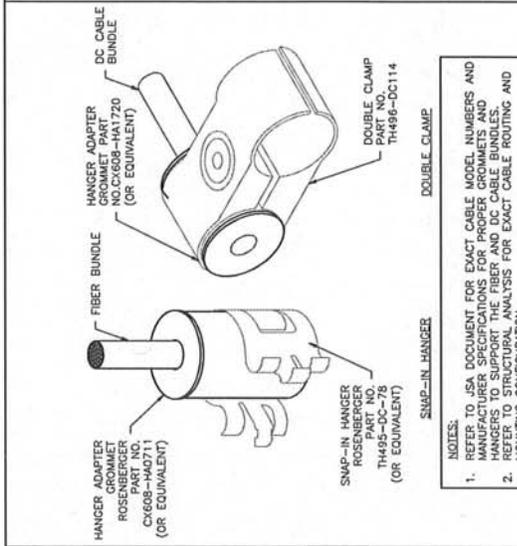
 MastTec Network Solutions 1351 E. Irving Park Rd Itasca, IL 60143	 Apex Engineers, Inc. Structural & Civil Engineers 500 East 22nd Street, Suite B Lombard, IL 60149 Fax: (630) 527-1800 Fax: (630) 527-1165 APEX JOB NO. GM09-169	 WHITEFISH BAY SITE NO. W10117 SITERRA NO. 38549-A 6321 NORTH LYDELL AVENUE GLENDALE, WI 53217	AT&T MOBILITY EQUIPMENT LAYOUT DRAWING NUMBER W10117-05 REV A
			NO. DATE A 09/07/19 ISSUED FOR REVIEW BY CHM/PTC DESIGNED BY: XX SCALE: AS SHOWN DRAWN BY: XX



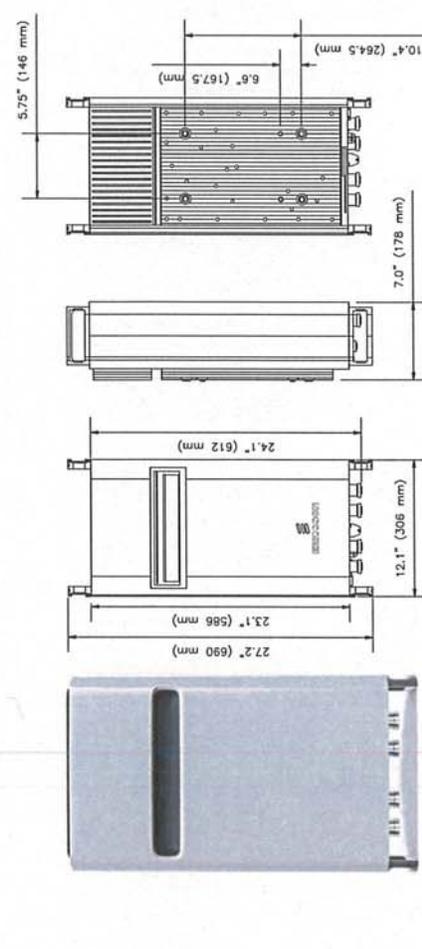
1 RAYCAP\_DC6-48-60-18-8F  
DC POWER OVER VOLTAGE PROTECTOR (OVP)



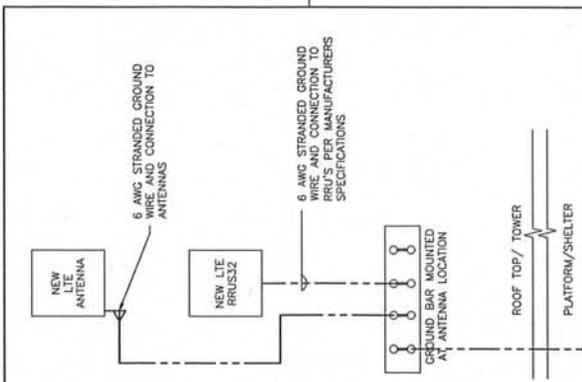
2 DC6 POWER BOX  
SCALE: N.T.S.



3 FIBER/DC CABLE SUPPORT  
SCALE: N.T.S.



4 RRUS32 SPECIFICATIONS  
SCALE: N.T.S.



5 GROUNDING DIAGRAM  
SCALE: N.T.S.

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APEX JOB NO. GM09-169

AT&T MOBILITY  
CONSTRUCTION DETAILS  
DRAWING NUMBER  
W10117-06  
REV  
BY  
CHK  
DATE  
ISSUED FOR REVIEW  
NO. DATE

SCALE: AS SHOWN

DESIGNED BY: XE

CHECKED BY: XE

DATE: 09/07/15

NO. DATE

ISSUED FOR REVIEW

BY: CHM/MPD

DATE: 09/07/15

SCALE: AS SHOWN

DESIGNED BY: XE

CHECKED BY: XE

DATE: 09/07/15

NO. DATE

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BY: CHM/MPD

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SCALE: AS SHOWN

DESIGNED BY: XE

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DATE: 09/07/15

SECTOR	ANTENNA NUMBER	POLARITY/PORT	TOP AND BOTTOM JUMPER COLOR	COAX ID	ANTENNA MODEL NUMBER	ANTENNA VENDOR	TMA / DIPL / RRU MODEL NUMBER	AZIMUTH	MECHANICAL DOWNTILT	ELECTRICAL DOWNTILT	ANTENNA CENTER FROM GROUND	ANTENNA TIP HEIGHT	COAXIAL FEEDER		ANTENNA TYPE	
													SIZE	LENGTH		
A	A1	850/1900	R W SI	A1-1	SBNHH-1D65C	COMSCOPE	(2) TMAs	0°	-	-	132'-0"	136'-0"	(2) 7/8"	±250'	GSM	
		WCS	R W Br	A1-2									RRUS32		FIBER	WCS
	A2	700	R O SI	A2-1	SBNHH-1D65C	COMSCOPE	RRUS & RRU W/ A2	0°	-	-	132'-0"	136'-0"	-	FIBER	±250'	LTE 1C/2C
		AWS	R O Br	A2-2												
	A3			R Br SI	A3-1				-	-	-	-	-			
				R Br Br	A3-2											
A4		850	R V SI	A4-1	SBNHH-1D6565B	ANDREW	(2) TMAs	0°	-	-	132'-0"	135'-0"	7/8"	±250'	UMTS	
		1900	R V Br	A4-2									7/8"			
B	B1	850/1900	Bl W SI	B1-1	SBNHH-1D65C	COMSCOPE	(2) TMAs	120°	-	-	132'-0"	136'-0"	(2) 7/8"	±250'	GSM	
		WCS	Bl W Br	B1-2									RRUS32		FIBER	WCS
	B2	700	Bl O SI	B2-1	SBNHH-1D65C	COMSCOPE	RRUS & RRU W/ A2	120°	-	-	132'-0"	136'-0"	-	FIBER	±250'	LTE 1C/2C
		AWS	Bl O Br	B2-2												
	B3			Bl Br SI	B3-1				-	-	-	-	-			
				Bl Br Br	B3-2											
B4		850	Bl V SI	B4-1	SBNHH-1D6565B	ANDREW	(2) TMAs	120°	-	-	132'-0"	135'-0"	7/8"	±250'	UMTS	
		1900	Bl V Br	B4-2									7/8"			
C	C1	850/1900	G W SI	C1-1	SBNHH-1D65C	COMSCOPE	(2) TMAs	240°	-	-	132'-0"	136'-0"	(2) 7/8"	±175'	GSM	
		WCS	G W Br	C1-2									RRUS32		FIBER	WCS
	C2	700	G O SI	C2-1	SBNHH-1D65C	COMSCOPE	RRUS & RRU W/ A2	240°	-	-	132'-0"	136'-0"	-	FIBER	±175'	LTE 1C/2C
		AWS	G O Br	C2-2												
	C3			G Br SI	C3-1				-	-	-	-	-			
				G Br Br	C3-2											
C4		850	G V SI	C4-1	SBNHH-1D6565B	ANDREW	(2) TMAs	240°	-	-	132'-0"	135'-0"	7/8"	±175'	UMTS	
		1900	G V Br	C4-2									7/8"			

ANTENNA MATRIX IS PREPARED BASED ON INFORMATION PROVIDED BY MASTEC NETWORK SOLUTION. GENERAL CONTRACTOR TO VERIFY AND INCORPORATE MOST RECENT VERSION OF RFDS PRIOR TO CONSTRUCTION.

1 ANTENNA MATRIX NIS



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**GENERAL NOTES (USE WHERE APPLICABLE)**

**GENERAL NOTES**

- FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:  
 CONSTRUCTION - GENERAL CONTRACTOR (CONSTRUCTION)  
 O&M - ORIGINAL EQUIPMENT MANUFACTURER
- PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO DETERMINE THE EXISTING CONDITIONS AND THE NEARBY UTILITIES TO BE Brought TO THE ATTENTION OF OWNER.
- ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.  
 ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
- DRAWINGS PROVIDED HERE ARE NOT TO SCALE AND ARE INTENDED TO SHOW OUTLINE ONLY.
- UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE OWNER.
- CONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND T1 CABLES, GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING AND TELCO PLAN DRAWING.
- THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
- CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
- CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.
- ALL WORK SHALL BE IN COMPLIANCE WITH CURRENT VERSION OF AT&T CONSTRUCTION SPECIFICATIONS INCLUDING UPDATES. IF CONTRACTOR DOES NOT HAVE A COPY OF SPECS, NOTIFY AT&T IMMEDIATELY.

**GROUNDING NOTES**

- COAX CABLE SHALL BE GROUND AT ANTENNA LEVEL WITHIN 5' OF ANTENNA. COAX WILL ADDITIONALLY BE GROUND AT THE BASE OF THE TOWER BEFORE THE CABLE REACHES THE TOWER. IF THE TOWER IS MORE THAN 15' FROM THE TOWER AN ADDITIONAL GROUND KIT WILL BE ADDED 24" BEFORE CABLE ENTERS CABINET.
- ALL COAX GROUND KITS WILL BE ANDREW "COMPACT SURE GROUND" OR APPROVED EQUAL.
- VERIFY THE GROUNDING CONTINUITY BETWEEN THE TOWER BASE AND THE NEW AT&T CABINET GROUND BAR. CONTRACTOR SHALL PROVIDE GROUNDING CONTINUITY THROUGHOUT THE ENTIRE GROUNDING CONTINUITY. THE CONTRACTOR SHALL CORRECT ANY DEFECTS BY ADDING GROUNDING CONDUCTOR TO ENSURE CONTINUITY.
- CONTRACTOR SHALL PERFORM A GROUND IMPEDANCE TEST PRIOR TO CONSTRUCTION TO ENSURE SITE IS LOWER THAN 5--OHM. IF SITE HAS A RESISTANCE HIGHER THAN 5 OHM REPORT TO AT&T FOR FURTHER DIRECTION.
- GROUNDING CONDUCTORS SHALL BE COPPER ONLY, EITHER SOLID OR STRANDED CONDUCTORS ARE PERMITTED. ALL EXTERNAL BURIED CONDUCTORS MUST BE BARE. EQUIPMENT GROUND LEADS IN CABLE TRAYS MUST BE GREEN INSULATED.
- CONTRACTOR TO PROVIDE GROUND WIRES, BARS AND CONNECTIONS AS SHOWN ON GROUNDING RISER DIAGRAM.
- ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE, EXCEPT AS OTHERWISE INDICATED. RADIUS BENDS OF GROUNDING LEADS TO BE A MINIMUM OF 12". #6 WIRE MAY BE BENT WITH 6" RADIUS BEND WHERE FIELD CONDITIONS PROHIBIT WIDER SWEEPS.
- GROUNDING CONNECTIONS SHALL BE EXOTHERMIC TYPE (CADWELD) TO ANTENNA MASTS, FENCE POSTS, AND GROUND RODS. REMAINING GROUNDING CONNECTIONS SHALL BE COMPRESSION/ MECHANICAL FITTINGS.

**ELECTRICAL NOTES**

- ALL ELECTRICAL WORK SHALL CONFORM TO THE 2008 NATIONAL ELECTRIC CODE.
- ALL ELECTRICAL ITDS SHALL BE UL APPROVED OR LISTED.
- POWER WIRES AND CABLES SHALL BE COPPER WITH TYPE XHHW, THWN, OR THHN INSULATION. SOLID CONDUCTORS FOR #10 AWG AND SMALLER, STRANDED FOR LARGER THAN #10 AWG. MINIMUM SIZE #12 AWG.
- POWER WIRES OUTSIDE CABINET AND CABLES SHALL BE INSTALLED IN CODE COMPLIANT RIGID CONDUIT OR FLEXIBLE LIQUID TIGHT CONDUIT AS INDICATED ON DRAWING.
- CONTRACTOR TO OBTAIN ALL PERMITS, PAY PERMIT FEES, AND BE RESPONSIBLE FOR SCHEDULING INSPECTIONS.
- CONTRACTOR TO OBTAIN LOCAL POWER AND TELEPHONE COMPANY APPROVAL AND COORDINATE WITH UTILITY COMPANIES SERVICE ENTRANCE REQUIREMENTS.

**COAX NOTES**

- MINIMUM SEPARATION BETWEEN ANTENNAS IS 36" IF CONTRACTOR CAN NOT MAINTAIN MINIMUM DISTANCE CONTACT ENGINEER FOR SOLUTION / ALTERNATE DESIGN.
- COAX CABLE LENGTH SHOWN IS APPROXIMATE. CONTRACTOR IS REQUIRED TO MAKE ACTUAL FIELD MEASUREMENT PRIOR TO PURCHASE AND BE RESPONSIBLE FOR SAME.
- COAX CABLE SHALL BE RAISED / SUPPORTED WITH HOISTING GRIP AT APPROPRIATE POINTS PER MANUFACTURER REQUIREMENTS.
- CONTRACTOR WILL PROVIDE COAX CABLE, RF CONNECTORS AND RF GROUNDING KITS.
- CONTRACTOR SHALL SUPPORT COAX CABLE PER MANUFACTURER REQUIREMENTS. SUPPORT SHALL BE STAINLESS STEEL SNAP IN OR NON-COMPRESSING BUTTERFLY CLAMP. NO NYLON OR PLASTIC "ZIP-TIES" WILL BE ALLOWED. COAX MAY BE UNSUPPORTED INSIDE MONOPOLE INSTALLATIONS.
- NO COAX SHALL BE OUTSIDE THE POLE MORE THAN 20'-0" (UNLESS OTHERWISE DIRECTED). TO GET FROM AN EXISTING PORTHOLE TO AN EXISTING PORTHOLE, IF NECESSARY, CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING AND INSTALLING PORTHOLES. ALL PORTHOLES SHALL BE INSTALLED PER MANUFACTURER REQUIREMENTS. NO HOLES WILL BE CUT WITH A TORCH. ALL HOLES WILL BE CUT WITH DIAMOND WHEEL. NO NEW PORTHOLES SHALL BE INSTALLED UNLESS PRIOR WRITTEN APPROVAL IS GIVEN BY AT&T.



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**AT&T MOBILITY**  
 GENERAL NOTES  
 DRAWING NUMBER  
 WI0117-09  
 SHEET  
 11 x 17 8 SIZE