

**VILLAGE OF PARDEEVILLE  
PUBLIC WORKS, PARKS, & PROPERTY COMMITTEE  
MEETING AGENDA**

**Village Hall – 114 Lake Street, Pardeeville  
Wednesday, January 25, 2023 at 5:30 p.m.**

- I. Call to Order
- II. Roll Call
- III. Verification of the Posting of Agenda
- IV. Agenda Approval
- V. Minutes Approval
- VI. NEW Business
  - 1. Verizon cell tower lease
  - 2. Concrete slab in Chandler Park for 4<sup>th</sup> of July fireworks
  - 3. Concrete slab in Chandler Park for horse carts and carriages
- X. Adjourn

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Kayla Lindert, Clerk/Treasurer  
Posted: 01/19/23

.....  
**The Village Hall is accessible to the handicapped. If you require additional assistance, please contact the village office no later than 48 hours prior to the meeting date. Phone 608-429-3121. If members are present from other recognized Boards, Commissions or Committees which may constitute a quorum, the meeting is presumed to be for the above-stated agenda/purpose. An updated agenda may be posted 24 hours before meeting time.**

**VILLAGE OF PARDEEVILLE  
PUBLIC WORKS, PARKS, & PROPERTY COMMITTEE  
MEETING MINUTES  
Chandler Park, Shelter #1  
Tuesday, August 16, 2022 at 5:30 p.m.  
DRAFT – NOT APPROVED**

- I. **Call to Order:** 5:35 PM
- II. **Roll Call:** All committee members present: Haynes, Holtan, and Balsiger. Also, present Erin Salmon, DPW/Admin, Amanda Payne, Douglas Sharpless, Kelsea Duschack, President Phil Possehl, Dustin Hoffman, and Trustee Rick Henslin.
- III. **Verification of the Posting of Agenda:** The agenda was properly posted at the Pardeeville Village Hall, Pardeeville Post Office, Library, and on the website.
- IV. **Agenda Approval:** **Balsiger** to approve, **Holtan** to second. Motion carries
- V. **Minutes Approval:** **Balsiger** to approve, **Holtan** to second. Motion carries
- VI. **NEW Business**
  1. Doug Hare bench
    - a. Locate near three pines, north of the playground.
    - b. **Balsiger** to recommend to the board, **Holtan** to second. Motion carries.
  2. Considerations for Amish
    - a. Meeting with elders was held to discuss a location in Chandler Park to properly park 2 carriages
    - b. They offered to pay for 4 yards of concrete, The Village to provide labor and installation costs.
      - i. Recommended to be south of bathroom #1 or Salmon suggested by shelter #2; the committee discussed the pros and cons of each
      - ii. Concerns about shade, and shelter #2 rentals.
      - iii. Slab size will be 8'x30' (2 carriages) and 4" thick.
      - iv. Amish will provide tie-up stations
    - c. Locations on 44? County will take a look, but not much shade out near the boat launch
    - d. Bag station
      - i. No individual bags.
      - ii. One large garbage bin and bag to be taken to the yard waste site for compost or WWTP
      - iii. Horses and dogs are less likely to meet by shelter #2
      - iv. The horse waste collection station will be less odiferous in shade vs. the sun
  3. New kayak launch placement
    - a. Curling Club location: Can come straight off. Pier area and boat launch in the park and too tall.
    - b. Yellow parking stalls in the lot; create a loading station.
    - c. **Balsiger** to recommend to the Board, **Holtan** to second. Motion carries.

4. Chandler Park – ball field lights
  - a. Discussion was held on the need to fix the lights by the 3<sup>rd</sup> baseline, extended. Boys Club discussed adding an additional field in the area and upgrading the lights making into two. They need more playing fields and there may be possible grants for the project. 25 teams use the fields in the park. Discussion on designated funds, Haynes inquired about fundraising and who is responsible for project costs.
  - b. Discussion on the Village park. Henslin asked about the land use and the possibility of a splash pad.
  - c. Haynes suggested that the Boys Club engage in discussion with the schools for use of fields. Plan formalized with 2 ball fields; update alter lights. Possibly budget and designate for ballfield improvements.
  - d. Boys Club inquired about back fence sponsorships with donations, renewable every year. Salmon suggested that the Village could look into used poles and lights for the small field, for now.
  
5. Vet’s Park Playground Upgrade, Estimates from Lee Recreation with 2 options. VFW will fully fund the project.
  - a. **Balsiger** to replace park and recommend to the Board, **Holtan** to second. Motion carries.

X. Adjourn at 6:29 PM by **Haynes**

\_\_\_\_\_  
 Jody Hardwick, Deputy Clerk / Administrative Assistant

Approved: \_\_\_\_\_

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**Erin Salmon**

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**Subject:** FW: Verizon Wireless Lease Proposal

Erin,

That does sound good. We look forward to any comments the Parks Committee can provide next week.

Typically it is 12 months notice with the ability to deploy a cell on wheels during life of the construction project.

Thank you,  
Christopher Murad  
Solution Specialist



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**EOE, AA.**

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**From:** Erin Salmon <[dpw@villageofpardeeville.net](mailto:dpw@villageofpardeeville.net)>  
**Sent:** Thursday, January 12, 2023 2:31 PM  
**To:** Christopher Murad <[cmurad@mountainltd.com](mailto:cmurad@mountainltd.com)>  
**Cc:** Chris Barton <[cbarton@mountainltd.com](mailto:cbarton@mountainltd.com)>  
**Subject:** RE: Verizon Wireless Lease Proposal

Hi Christopher,

Understood on that location off Schwantz Rd.

As for Westcott Park, let me run it by Parks Committee and I'll be in touch. Sound ok?

As for the equipment on the external, if the Village has an anticipated project, how much notice would you need to remove the equipment from the tower?

Thanks~

*Erin M. Salmon*, P.W.M.

Village Administrator and Director of Public Works

Village of Pardeeville/Pardeeville Public Utilities

Ph: 608-429-3121

Fax: 608-429-3714

“A mistake which makes you humble, is much better than an achievement that makes you arrogant.”

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**From:** Christopher Murad <[cmurad@mountainltd.com](mailto:cmurad@mountainltd.com)>  
**Sent:** Thursday, January 12, 2023 1:59 PM  
**To:** Erin Salmon <[dpw@villageofpardeeville.net](mailto:dpw@villageofpardeeville.net)>  
**Cc:** Chris Barton <[cbarton@mountainltd.com](mailto:cbarton@mountainltd.com)>  
**Subject:** RE: Verizon Wireless Lease Proposal

Erin,

We reviewed parcel at N6333 Schwantz but unfortunately this parcel is over 1.8 miles from the center of the search ring and only about a 10' difference in elevation compared to areas in town. This parcel will not effectively service all the residents and areas that Verizon is trying to reach. We would be happy to evaluate any additional parcels that the village owns.

As for the Westcott Park area, the \$1800-\$2000 monthly rent fee proposed by the village would not be feasible for a ground lease seeing that Verizon or any development partner would also have to significant capital in constructing a new tower. A monthly rent of \$1800-\$2000 could be considered if Verizon was able to rent space on an existing structure such as a village water tank or an existing tower.

Thank you,  
Christopher Murad  
Solution Specialist



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[www.MOUNTAINLTD.com](http://www.MOUNTAINLTD.com)  
**EOE, AA.**

---

**From:** Erin Salmon  
**Sent:** Wednesday, January 4, 2023 8:39 PM  
**To:** Christopher Murad <[cmurad@mountainltd.com](mailto:cmurad@mountainltd.com)>  
**Cc:** Chris Barton <[cbarton@mountainltd.com](mailto:cbarton@mountainltd.com)>  
**Subject:** RE: Verizon Wireless Lease Proposal

Hi Chris,

Please see the attached possible site location for the tower. N6333 Schwantz Rd. I placed a circle on the site where I think the tower could go. I am glad to provide you a site visit of the 8 acre site.

The Village owns this site, even though it's in the Town of Wyocena. We use it for concrete and asphalt storage in the lower portion. There is access to the higher terrain. Elevation 820 contour.

We are still in favor of the Westcott Park area, within the Village limits.

Thanks,

*Erin M. Salmon*, P.W.M.

Village Administrator and Director of Public Works

Village of Pardeeville/Pardeeville Public Utilities

Ph: 608-429-3121

Fax: 608-429-3714

"A mistake which makes you humble, is much better than an achievement that makes you arrogant."

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**From:** Christopher Murad <[cmurad@mountainltd.com](mailto:cmurad@mountainltd.com)>

**Sent:** Wednesday, November 16, 2022 8:34 AM

**To:** Erin Salmon <[dpw@villageofpardeeville.net](mailto:dpw@villageofpardeeville.net)>

**Cc:** Chris Barton <[cbarton@mountainltd.com](mailto:cbarton@mountainltd.com)>

**Subject:** Verizon Wireless Lease Proposal - Pardeeville DT

Erin,

Thank you for taking the time to talk to me regarding the proposal to rent space for Verizon equipment. We are seeking the opportunity to lease space on the water tower located on W Lafollette Street. The proposed equipment to be installed on the water tower would be at the top of the bowl or alternatively could be installed on the neck just below the bowl. We would also lease ground space near the water tower that would house supporting equipment within a fenced area (yellow). At any time the village would need to worked on, Verizon can relocate the equipment to a temporary tower for the duration of the work.

Alternatively, we could seek space to lease for the construction of a new cell tower (red). On the phone we discussed two village owned properties that the village might have interest in leasing space for a tower. I was able to confirm that the land directly East of the wastewater treatment facility is in a wetland and would not work for this proposal. The parcel that has the water tower and park may serve as a possible location for a proposed tower. We would ideally lease a 100' x 100' area which would house the tower and provide ground space for not only Verizon but also additional cell providers.

Below is arial view of the parcel showing both a possible lease area for the cell tower (red) and a possible lease for the ground equipment that would support antenna collocated on the water tower (yellow).



We would also be interested in looking at any additional parcels owned by the village. Please let me know if you have any questions.

Thank you,

Christopher Murad

Solution Specialist



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11700 Katy Fwy, Suite 110

Houston, Texas 77079

[www.MOUNTAINLTD.com](http://www.MOUNTAINLTD.com)

**EOE, AA.**





**Erin Salmon**

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**Subject:** FW: Cell tower

The Village of Cambria has leased land for a cell tower for at least 12 years now. It's a ground tower on a vacant parcel near a well house. The agreement we signed charges them a monthly base fee plus an extra fee for each co-locator. There is a built in 3% increase each year. Since day one it's been a US Cellular tower with Bug Tussel as a co-locator. Our current rent is \$480.45 per month.

We have seen no cons, only pros with our tower lease. No complaints or concerns and a monthly check. :)

They recently offered us a onetime payment of \$88,000 for at least 50 years lease to an unlimited number of years. With increases included that would be equal to about 12 years rent so the board said no thanks.

We do have in our agreement that when they cease to use the tower they do have to decommission it and leave the land vacant of all material.

Hope this helps.  
Lois

Sent from my U.S.Cellular© Smartphone

----- Original message -----

From: Kayla Lindert <[clerk-treasurer@villageofpardeeville.net](mailto:clerk-treasurer@villageofpardeeville.net)>

Date: 1/17/23 1:40 PM (GMT-06:00)

To: Lori Kratky <[ctwyocena@gmail.com](mailto:ctwyocena@gmail.com)>, Julie Buchda <[randolphvill@centurytel.net](mailto:randolphvill@centurytel.net)>, Amy Stone <[astone@riowi.us](mailto:astone@riowi.us)>, cambria <[cambria@centurytel.net](mailto:cambria@centurytel.net)>

Cc: "Columbus, City of - Pat Goebel" <[pgoebel@columbuswi.us](mailto:pgoebel@columbuswi.us)>

Subject: Cell tower

Hello,

Just doing an email locally first to see if any of you have a cell phone tower rental. If it is on the ground or above, and pros and cons of it.

Thank you!

Thank you,

*Kayla Lindert*

Village Clerk/Treasurer

**Erin Salmon**

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**Subject:** FW: Cell tower

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**From:** Amy Stone <[astone@riowi.us](mailto:astone@riowi.us)>  
**Sent:** Tuesday, January 17, 2023 2:59 PM  
**To:** Kayla Lindert <[clerk-treasurer@villageofpardeeville.net](mailto:clerk-treasurer@villageofpardeeville.net)>  
**Subject:** RE: Cell tower

They have it on top of the water tower and they also have a building located on the ground. Hope this helps!

**Amy Stone**  
Administrator Clerk/Treasurer  
Village of Rio  
207 Lincoln Avenue  
PO Box 276  
Rio, WI 53960  
(920) 992-5454 phone  
(920) 992-6108 fax  
[astone@riowi.us](mailto:astone@riowi.us)  
[www.riowi.us](http://www.riowi.us)

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**From:** Kayla Lindert <[clerk-treasurer@villageofpardeeville.net](mailto:clerk-treasurer@villageofpardeeville.net)>  
**Sent:** Tuesday, January 17, 2023 2:50 PM  
**To:** Amy Stone <[astone@riowi.us](mailto:astone@riowi.us)>  
**Subject:** RE: Cell tower

Can I have a sample contract as well.

Thank you,  
*Kayla Lindert*  
Village Clerk/Treasurer

Village of Pardeeville  
114 Lake Street  
P.O. Box 217  
Pardeeville, WI 53954  
Phone (608) 429 - 3121  
Fax (608) 429 – 3714

---

**From:** Amy Stone <[astone@riowi.us](mailto:astone@riowi.us)>  
**Sent:** Tuesday, January 17, 2023 2:48 PM  
**To:** Kayla Lindert <[clerk-treasurer@villageofpardeeville.net](mailto:clerk-treasurer@villageofpardeeville.net)>  
**Subject:** RE: Cell tower

Hello Kayla,

We have it located on our water tower. We haven't had any issues at all.

Sincerely,

**Amy Stone**

Administrator Clerk/Treasurer

Village of Rio

207 Lincoln Avenue

PO Box 276

Rio, WI 53960

(920) 992-5454 phone

(920) 992-6108 fax

[astone@riowi.us](mailto:astone@riowi.us)

[www.riowi.us](http://www.riowi.us)

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**From:** Kayla Lindert <[clerk-treasurer@villageofpardeeville.net](mailto:clerk-treasurer@villageofpardeeville.net)>

**Sent:** Tuesday, January 17, 2023 1:40 PM

**To:** Lori Kratky <[ctwyocena@gmail.com](mailto:ctwyocena@gmail.com)>; Julie Buchda <[randolphvill@centurytel.net](mailto:randolphvill@centurytel.net)>; Amy Stone <[astone@riowi.us](mailto:astone@riowi.us)>;  
cambria <[cambria@centurytel.net](mailto:cambria@centurytel.net)>

**Cc:** Columbus, City of - Pat Goebel <[pgoebel@columbuswi.us](mailto:pgoebel@columbuswi.us)>

**Subject:** Cell tower

Hello,

Just doing an email locally first to see if any of you have a cell phone tower rental. If it is on the ground or above, and pros and cons of it.

Thank you!

Thank you,

*Kayla Lindert*

Village Clerk/Treasurer

Village of Pardeeville

114 Lake Street

P.O. Box 217

Pardeeville, WI 53954

Phone (608) 429 - 3121

Fax (608) 429 - 3714

Copy

Site Name: Rio

Site Number: 786354

**FIFTH AMENDMENT TO FACILITIES SPACE LEASE**

THIS FIFTH AMENDMENT TO FACILITIES SPACE LEASE (the "Fifth Amendment"), made the 7 day of March, 2016, modifies that certain Facilities Space Lease dated January 2, 2001, by and between the Village of Rio, whose address is 207 Lincoln Avenue, Rio, Wisconsin 53960 ("Landlord"), and United States Cellular Operating Company LLC, a Delaware limited liability company, Attention: Real Estate Lease Management, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631 ("Tenant").

WHEREAS, Landlord and Tenant entered into the Facilities Space Lease, as amended by Amendment Number One dated October 1, 2002, Amendment Number Two dated January 7, 2003, Amendment Number Three dated June 4, 2012, and the Fourth Amendment dated May 5, 2014 (collectively, the "Lease") to allow Tenant to locate and operate telecommunications equipment on the water tower owned by Landlord and located at 250 East Miller Road, Village of Rio, and;

WHEREAS, Landlord and Tenant hereby agree to amend the Lease to describe changes to Tenant's equipment on the Premises;

NOW THEREFORE, in consideration of these presents, the parties hereby agree that the Lease is now modified as follows:

- I. Landlord hereby approves of Tenant's installation as described and depicted in B-3, attached hereto and incorporated herein. Tenant retains its rights to install up to twelve (12) antennas, twelve (12) lines of 7/8" coax cable, and one (1) microwave dish and transmission line.
- II. Exhibit B-2 is hereby deleted and replaced with the attached Exhibit B-3.
- III. In all other respects the Lease is hereby ratified and affirmed without change.

(END OF AMENDMENT - SIGNATURE PAGE FOLLOWS)

Site Name: Rio

Site Number: 786354

IN WITNESS WHEREOF, the parties hereto bind themselves to this Second Amendment as of the date of full execution.

Landlord: Village of Rio

Tenant: United States Cellular Operating Company LLC

By: James Thomas Olrick  
Printed: James Thomas Olrick  
Title: President  
Date: 3-14-16

By: Jeffrey W. Baenke  
Printed: Jeffrey W. Baenke  
Title: Vice President  
Date: April 7, 2016



Form approved at USCell by mgf

STATE OF WISCONSIN )  
  )  
COUNTY OF COLUMBIA)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that James Thomas Olrick Village President, known to me to be the same person whose name is subscribed to the foregoing Fifth Amendment to Facilities Space Lease, appeared before me this day in person and acknowledged that he signed the said Amendment as his free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 14 day of March, 2016.

Amy Stone

Notary Public

My commission expires 06/21/2017



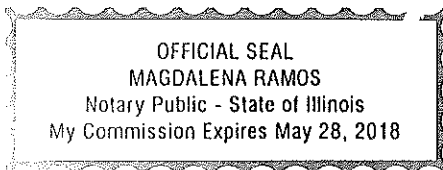
Site Name: Rio

Site Number: 786354

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Jeffrey Baenke, Vice President, known to me to be the same person whose name is subscribed to the foregoing Fifth Amendment to Facilities Space Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Amendment as his free and voluntary act on behalf of the named company, for the uses and purposes therein stated.

Given under my hand and seal this 7 day of April, 2016.



A handwritten signature in black ink, appearing to read "M Ramos", written over a horizontal line.

Notary Public

My commission expires 5-28-18



Site Name: Rio

Site Number: 786354

FCC Call Letters: KNKN274    Type of Modulation or other Emissions: Microwave

Type of antenna: parabolic dish    Make: Andrew  
Model: PAR6-59W    How many antennas: One    Weight: 162 lbs each  
Usage: Transmit and Receive  
Effective Radiated Power: 64.1 Watts/Channel    Operating Frequency: 6605MHz to 6765 MHz

Mounting Brackets, Mounting Height & Mounting Orientation: 110' and 281 degrees

Transmission line Mfg. & Type No: Andrew EW63  
Outside Diameter: 1 5/8"    Length: 110' on tower

I. Interference Suppression Equipment (specify in detail & attach specifications for any isolators, circulators, filters, intermodulation suppression panels, duplexers, etc.)

Three (3) Remote Radio Units (RRU), 1 Raycap, 1 line 1 1/4" hybrid coax cable

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II. Other RF Equipment (specify and include AC Surge and Lightning Arrestor Power, Telephone & Transmission line devices)

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III. Other Equipment (specify all other improvements, company property & personal property located at the site)

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Site Name: Rio

Site Number: 786354

TENANT'S Equipment:

Building or Cabinet: (circle one)

Size: 12' x 20'

Type: Equipment shelter building

Location: East of tower

Transmitted Rated Power: 120 or 240 AC

Amount of Land required for building or cabinet: 20' x 32'

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Is Emergency Power provided by  
LANDLORD:

YES

NO

## FACILITIES SPACE LEASE

This Lease is made and entered into the 2<sup>nd</sup> day of January, 2001, by and between, **Village of Rio**, address 205 Lincoln Avenue, Rio, WI 53960, hereinafter referred to as "Landlord" and **United States Cellular Operating Company**, a Delaware corporation, doing business as *U.S. Cellular*, Attention: Real Estate, 5117 West Terrace Drive, Madison, Wisconsin 53718, with a copy to U.S. Cellular, 8410 West Bryn Mawr, Suite 700, Chicago, Illinois 60631, hereinafter referred to as "Tenant".

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is hereby covenanted and agreed as follows:

Landlord is the owner of a water tower, located in the County of Columbia, State of Wisconsin, as depicted on the Exhibit attached hereto, and marked Exhibit A, and incorporated herein by reference, a portion of which has been identified as a suitable site for a telecommunications facility, hereinafter referred to as the "Premises", designated on said Exhibit A.

1. Option to Lease.

(a) Landlord hereby grants to Tenant an option ("the Option") to lease from Landlord the following described Premises:

*Antenna Space.* A 10 foot by 10 foot space atop the Miller Rd. water tower, in Rio, County of Columbia, State of Wisconsin, sufficient for the placing and affixing of nine (9) antennas.

*Ground Space.* A 15 foot by 25 foot section of ground space, adjacent to or as near as is possible to the base of the water tower for the placement of a radio station equipment shelter ("Tenant's Equipment Shelter") and a line bridge structure.

*THE ANTENNA SPACE AND GROUND SPACE SHALL BE FURTHER DESCRIBED IN SAID EXHIBIT A ATTACHED HERETO.*

(b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Premises, with the consent of the Landlord, to inspect, examine, and conduct engineering tests or studies of the Premises (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Premises that, in the opinion of

Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Premises I, the environmental history of the Premises, Landlord's title to the Premises, and the feasibility or suitability of the Premises for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Premises, whether or not such defect or condition is disclosed by Tenant's inspection.

(c) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of \$ 300.00 upon execution of this Agreement. The Option will be for an initial term of eighteen months (the "Initial Option Term") and may be renewed by Tenant for an additional six months upon written notification to Landlord and the payment of an additional \$ 300.00 no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. Before any exercise of said Option, however, Tenant shall submit detailed construction plans of its proposed installation to a consulting engineering firm for plan review and approval, with such engineering review to be completed in a timely manner conforming to Wisconsin Professional Engineer standards, and at Tenant's expense. Once such approval is received by Tenant, if Tenant exercises the Option, then Landlord shall lease the Premises to the Tenant subject to the following terms and conditions.

In the event that Tenant does not exercise the Option by the end of the Initial Option Term or any further extension thereof, then this Facilities Space Lease shall terminate, the option payment being retained by the owner and neither party shall have any further rights or obligations hereunder, provided, however that the Tenant will remove any equipment installed on the Premises as part of the permitted activities as defined in Section 1 (b) above, repair any damage to the Premises that might have been caused in connection with any of the permitted activities, and return the Premises to the same condition it was in before Tenant's entry onto the Premises, normal wear and tear excepted.

2. Use of the Premises. Tenant shall be entitled to the non-exclusive use of the Premises to install, operate, and maintain thereon a cellular common carrier mobile telephone base station, including related system networking, station control, and performance monitoring functions, but for no other use or purpose. Such installation shall be pursuant to plans and specifications approved by Landlord. Tenant's use of the Premises shall at all times comply with and conform to all laws and regulations applicable thereto.

3. Privileges Appurtenant. Landlord hereby confers upon Tenant the following Privileges appurtenant to the Premises, which shall be irrevocable for the duration hereof:

(a) To extend and connect lines for signal carriage between Tenant's radios and Tenant's antennas, including the privilege to penetrate walls, columns, and the roof of the water tower for the purpose of establishing line routing passageways; subject to the prior written approval by Landlord of all plans, specifications and proposed penetrations.

(b) To extend and connect lines for electric and telephone utility service between Tenant's base station and suitable utility company service connection points;

(c) To traverse common areas of the water tower as reasonably necessary to accomplish Tenant's purposes contemplated in this Lease upon prior notice and so long as Landlord's business is not unreasonably interfered with.

4. Alterations. During the Lease term, Tenant may, at its expense, make such improvements on the Premises as it deems necessary from time to time for the operation of the facility, provided however, that such improvement shall not materially adversely affect the structural integrity, repair, maintenance of the Premises or the Landlord's use of the Premises. Such improvements or alterations shall be performed at the Tenant's sole cost, free from liens, in a good and workmanlike manner complying with applicable codes, and according to detailed plans and specifications which have received the prior written approval of Landlord's designated representative, which approval shall not unreasonably be withheld.

5. Term. In the event Tenant exercises the Option, the initial lease term will be five (5) years (the "Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the fifth annual anniversary of the Commencement Date occurred.

6. Extensions of Term. Tenant may elect to extend the term of this lease upon the same conditions and provisions herein contained for four (4) terms of five- (5-) years each (the "Extension Period"), by giving written notice to Landlord of Tenant's exercise of this option at least sixty (60) days before the expiration of the term then present at the time of such notice, and all references in this Lease to the "term" of this Lease shall be deemed to include the original term hereof and any and all extensions thereof pursuant to this Section.

7. Base Rent. Tenant shall pay Base Rent to Landlord in the amount of \$600. per month, which shall be due when construction begins (the "Commencement Date") and then regularly thereafter on the first day of each calendar month. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive rent on behalf of the Landlord.

8. Adjusted Rent. On every five (5) years' anniversary of the commencement date of the term of this Lease, and throughout the duration hereof as renewed and extended, the Base Rent shall be adjusted in proportion to the cumulative change in the latest published Consumer Price Index compared to the same index as historically

recorded for the month and year in which the term of this Lease commenced. "Consumer Price Index" shall mean the consumer Price Index for All Urban Consumers, All Items, U.S. City Average, 1982-84 = 100, (U.S. Department of Labor, Bureau of Labor Statistics). If the said index ceases to be published, then a reasonably comparable index shall be used.

9. Utilities. Tenant shall ensure that utility services are accessible and available at the Premises for Tenant's intended use. Tenant shall be responsible for the separate metering, billing, and payment of its utility services consumed by its operations.

10. Taxes. Tenant shall pay any personal property taxes levied against Tenant's water tower and Tenant's base station equipment. Landlord shall pay any taxes and assessments attributable to the land underlying the Premises, the water tower, and any other of Landlord's equipment or property.

11. Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving written notice to Landlord or Tenant's exercise of this option and paying Landlord the amount of \$1,000.00 as liquidated damages.

12. Access. So long as Landlord's business and that of Landlord's tenants is not unreasonably interfered with, Tenant shall have access to the Premises at all hours of the day and night, subject to such reasonable rules and regulations as Landlord may impose.

13. Compliance with Laws. Tenant shall, at Tenant's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agencies having jurisdiction over the Premises and Tenant's operations thereupon.

14. Water Tower Maintenance. Landlord reserves the right to determine when the water tower subject to this Lease shall be repainted, repaired or replaced. Landlord shall notify Tenant at least forty-five (45) days in advance of the date when the water tower to which Tenant's facilities are attached is scheduled to be painted, repaired or replaced. Landlord in its sole discretion shall decide, after consulting with Tenant, which of the following two options shall be used. Option 1: Shortly before the date at which the water tower is to be painted, repaired or replaced; Tenant, at its sole expense, shall place a temporary antenna array on a crane parked near the water tower on the Premises. Tenant shall then remove the antennas from the water tower and the painting/repair/replacement shall proceed as it normally does. Once the painting/repair/replacement is completed, Tenant, at its sole expense, shall then re-attach the antennas where they were. The antennas shall then be painted by Landlord at Tenant's expense to match the newly painted water tower. Option 2: The painting contractor will bid on the cost of painting the water tower without the Tenant's antennas. The contractor will then bid on the cost of painting the water tower with the Tenant's antennas left in place. The contractor will then proceed to paint the water tower with Tenant's antennas left in place. Tenant shall reimburse Landlord for the difference between the two bids.

If the water tower is damaged for any reason, other than a negligent or wrongful act or omission of Tenant or its contractors, so as to render it substantially unusable for Tenant's intended use, rent shall abate for such period until Landlord, at Landlord's expense, restores the water tower to its condition prior to such damage; provided, however, in the event Landlord fails to repair the water tower within seven (7) days following the date of such damage, Tenant shall have the right to terminate this Lease by giving Landlord written notice thereof, as long as Tenant has not resumed operations upon the Premises.

15. Aviation Hazard Marking. Landlord agrees to be solely responsible for full compliance, at all times, with the water tower marking, lighting, maintenance, inspection, recording, registration, and notification requirements of the Federal Communications Commission and the Federal Aviation Administration.

16. FCC and FAA Tower Registration. Landlord warrants to Tenant that the water tower has been registered by the water tower owner with the Federal Communications Commission ("FCC") and/or the Federal Aviation Administration ("FAA") if required by the FCC and/or the FAA. Additionally, Landlord warrants to Tenant that in the event the FCC or the FAA requires the water tower to be registered during the initial term of this lease or any extensions thereof, Landlord shall ensure that the tower owner shall take all necessary actions to register the tower. Landlord shall provide Tenant with a copy of the FCC and FAA tower registration.

17. Mutual Indemnification. Tenant shall indemnify and hold Landlord harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Tenant. Landlord shall indemnify and hold Tenant harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Landlord. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.

18. Insurance. Tenant shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of One Million Dollars covering Tenant's work and operations upon the Premises. Landlord shall continuously maintain in full force and effect a policy of casualty insurance covering the full replacement value of Landlord's property demised herein to Tenant, and Landlord covenants to apply all proceeds from such policy to repair, restore, and replace said property if it is damaged or destroyed.

19. Interference.

a. Tenant's installation, operation, and use of its transmission facilities under this Lease shall not damage or interfere in any way with the Landlord's water tower operations or related repair and maintenance activities. Landlord, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve the leased Premises and to temporarily interfere with Tenant's leasehold improvements as may be necessary in order to carry out any of such

activities. Landlord agrees to give reasonable advance notice of such activities to Tenant and to reasonably cooperate with Tenant to carry out such activities with a minimum amount of interference with Tenant's transmission operations.

b. Landlord shall not guarantee to Tenant exclusive use of non-interference with Tenant's transmission operations, provided, however, that in the event any other party request permission to place any type of additional antenna or transmission facility on the water tower or the property after Tenant, this paragraph will govern the determination of whether such antenna or transmission facility will interfere with Tenant's transmission operations. If Landlord receives any such request, it shall submit the proposal to Tenant for review of non-interference. Tenant shall have thirty days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty day period shall be deemed consent by Tenant to the installation of antennas or transmission facilities pursuant to said proposal. Any dispute between Landlord and Tenant regarding the proposed additional installation and its potential for interference with Tenant's transmission operation shall be resolved by submitting the issue for decision to an independent third party mutually agreed upon by Landlord and Tenant, whose decision regarding interference shall be binding on both parties hereto and whose expense shall be borne equally by both parties.

20. Monetary Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure.

21. Opportunity to Cure Defaults. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of 30 days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional 30 days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

22. Transferability of Tenant's Interest. Tenant shall be entitled to transfer Tenant's interest under this Lease, in whole but not in part, and to delegate all of Tenant's obligations hereunder, without the necessity of obtaining Landlord's consent, in connection with the transfer of Tenant's FCC radio station authorization, and to ensure that the named holder of Tenant's interest hereunder may read consistently with the named holder of such radio station authorization. Any other assignment of this Lease by Tenant shall require Landlord's prior written consent, which consent shall not unreasonably be withheld, and hence shall remain fully liable for performance hereunder as if such transfer had not occurred.

23. Subleasing. Tenant shall not sublet the Premises or any portion thereof.

24. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant other instruments respecting the Premises, as Tenant may reasonably request from time to time: provided that any such instruments are merely in furtherance of, and do not substantially expand, Tenant's rights and privileges herein established. Landlord also agrees to reasonably cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, as long as Landlord is not expected to bear the financial burden of any such efforts.

25. Title, Access, and Authority. Landlord covenants and warrants to Tenant that Landlord presently owns the fee simple interest in and to the Property; that the premises are served by legal access from a public way; that Landlord is duly authorized and empowered to enter into this lease; and that the person executing this lease on behalf of the Landlord warrants himself to be duly authorized to bind the Landlord hereto.

26. Subordination. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided such mortgages or trustee thereunder shall inure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Tenant. Further, Landlord agrees to use its best efforts to have any mortgage or trustee which has a mortgage or trust deed currently placed on the Premises to execute a non-disturbance agreement in a form reasonably satisfactory to Tenant.

27. Notices. Any notice, demand or communication which Landlord or Tenant shall desire or be required to give pursuant to the provisions of this Lease shall be sent by registered or certified mail; and the giving of any such notices shall be deemed complete upon mailing in a United States Post Office with postage charges prepaid, addressed to the party intended to be given such notice at its address as first above set forth in this Lease or to such other address as such party may heretofore have designated.

28. Contingencies. Tenant shall have the right to cancel this Lease upon written notice to Landlord, relieving both parties of all further obligations hereunder, if Tenant, acting reasonably and in good faith, shall be unable to obtain any or all licenses or permits required to construct its intended improvements upon the Premises and/or conduct Tenant's business at the Premises; if Tenant's technical reports fail to establish to Tenant's reasonable satisfaction that the Premises are capable of being suitably engineered to accomplish Tenant's intended use of the Premises; or if Tenant's title insurer determines that Landlord does not own good and clear marketable title to the land underlying the Premises, or if such title has encumbrances and restrictions which would interfere with Tenant's intended use of the Premises.

29. Tenant's Personal Property. Landlord hereby agrees that all of Tenant's Equipment is and shall remain Tenant's personal property, free from any lien of Landlord, and that the same shall never be considered fixtures to the water tower. Tenant shall at all times be authorized to remove Tenant's Equipment from the Premises, provided that such



removal is accomplished without damage to the water tower or interference with Landlord's business or that of Landlord's tenants.

30. Tenant's Self-Help. If Landlord at any time fails to perform any of its obligations under this Lease, Tenant shall have the right but not the obligation, upon giving the Landlord at least two (2) days prior written notice of its election to do so (except in the event of an emergency, when no prior notice shall be required) to perform such obligations on behalf of and for the account of Landlord, and to take all necessary action to perform such obligations. Tenant's costs and expenses incurred thereby and attributable solely to Landlord's failure shall promptly be paid for by Landlord with interest at the highest rate allowed by law.

31. Casualty. In the event that the water tower is destroyed or substantially damaged by casualty, Landlord may, within sixty (60) days of the event of casualty, elect to either repair and restore the Premises or terminate this Lease without any liability to Tenant. If Landlord elects to repair and restore the premises, Landlord shall promptly undertake all necessary work to accomplish the same, and upon completion thereof, Tenant shall reoccupy the Premises and continue to be bound by this lease. Under no circumstances shall Landlord be liable to Tenant for any damage to, or costs of restoring, Tenant's equipment as a result of such event of casualty. Tenant's rent shall abate commensurately with the extent and duration of Tenant's loss of use, and Landlord shall notify Tenant in writing within sixty (60) days following the occurrence of the damage whether Landlord elects to repair and restore the water tower.

32. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Premises, and that Landlord has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereon.

33. Compliance with FCC Radio Frequency Emissions Requirements.

(a) It shall be the responsibility of Tenant to ensure that Tenant's use, installation, or modification of Equipment at the Premises does not cause radio frequency exposure levels of all the existing equipment located at the Premises and in the surrounding vicinity (including the Communications Equipment, Landlord's equipment, and all other transmitting equipment in the vicinity) to exceed those levels permitted by the Federal Communications Commission ("FCC"). Landlord shall require other Tenants installing equipment after the installation of the Communications Equipment to bear the same responsibility.

(b) Tenant agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Tower in non-compliance, Tenant will cooperate with Landlord and other users of the Tower to bring the Tower into compliance, which cooperation shall include, but not be

limited to, sharing pro rata the costs associated with bringing the Tower into compliance.

34. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the duration of this Lease, and that Landlord will not intentionally disturb Tenant's occupancy thereof as long as Tenant is not in default hereunder.

35. Surrender. Upon the expiration of this Lease, Tenant shall remove all of Tenant's property from the Premises and surrender the Premises to Landlord in the same condition as existed prior to Tenant's possession thereof, or in as nearly the same condition as it is practicable to achieve, reasonable wear and tear excepted.

36. Attorney's fees and expenses. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorney's fees and costs of appeal.

37. Remedies. The parties shall be entitled to the application of all appropriate remedies available to them under state and federal law in the enforcement of this Lease.

38. Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

39. Modifications. This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

40. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

END OF AGREEMENT  
(SIGNATURE PAGE FOLLOWS NEXT)

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto bind themselves to this Facilities Space Lease as of the day and year first above written.

LANDLORD:

Village of Rio

By: Russell W. Sunde  
Printed: Russell W. Sunde  
Its: Village Pres.  
FEIN: 39-6006358

TENANT:

United States Cellular Operating Company d/b/a U.S. Cellular

a Delaware corporation

By: Russell F. Arsenau  
Printed: Russell F. Arsenau  
Its: Vice President  
Date: 1/2/01

Form approved at  
USCell by LMB

STATE OF Wisconsin )

COUNTY OF Columbia )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Russell W. Sunde, known to me to be the same person whose name is subscribed to the foregoing Facilities Space Lease, appeared before me this day in person and acknowledged that, pursuant to (his) (her) authority, signed the said Lease as (his) (her) free and voluntary act, for the uses and purposes therein stated.

Given under my hand and seal this 4<sup>th</sup> day of December, 2000.

Thomas D. Bethen

Notary Public

My commission expires 10-10-04

STATE OF Illinois )

COUNTY OF Cook )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Russell F. Arzaga, Vice President, known to me to be the same person whose name is subscribed to the foregoing Facilities Space Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act, on behalf of Tenant, for the uses and purposes therein stated.

Given under my hand and seal this 2 day of January, 2001, ~~2000.~~



Joanne Rivera

Notary Public

My commission expires 4-22-03

EXHIBIT B

SITE: RIO \_\_\_\_\_ Site #: 444 FCC REGISTRATION # \_\_\_\_\_

TENANT NAME: US Cellular TEL #: (608) 441-4138

CONTACT: Justin Leiterman

ANTENNA INFORMATION

FCC Call Letters: KNKN274

Type of Modulation or other Emissions: Frequency Modulation

Type of antenna: Panel Make: Swedcom

Model: ALP-E 9011-Din How many antennas 9 Weight: 20 lbs each Height: 43''

Usage: Transmit only \_\_\_\_\_ Receive only \_\_\_\_\_ Transmit & Receive X

Effective Radiated Power 100 Watts/channel Operating Frequency: 869 to 892 MHz

Mounting Brackets, Mounting Height & Mounting Orientation: Mounting Height 100'

0°downtilt Azimuth 30° 150° 270°

Transmission line Mfg. & Type No: RFS FLC78 50j

Outside Diameter: 7/8'' Length: 130'

I. Interference Suppression Equipment (specify in detail & attach specifications for any isolators, circulators, filters, intermodulation suppression panels, duplexers, etc.)

\_\_\_\_\_

II. Other RF Equipment (specify and include AC Surge and Lightning Arrestor Power, Telephone & Transmission line devices)

\_\_\_\_\_

III. Other Equipment (specify all other improvements, company property & personal property located at the site)

\_\_\_\_\_

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TENANT'S Equipment:

Building or Cabinet: (circle one)

Size: 12' by 20' \_\_\_\_\_

Type: Equipment Shelter \_\_\_\_\_

Location: East of Tower \_\_\_\_\_

Transmitted Rated Power: 120 or 240 AC \_\_\_\_\_

Amount of Land required for building or cabinet: 20' by 32' \_\_\_\_\_

Is Emergency Power provided by LANDLORD:        YES   X   NO

## Erin Salmon

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**From:** clerk@vi.whitelake.wi.gov  
**Sent:** Wednesday, January 18, 2023 8:56 AM  
**To:** Erin Salmon  
**Cc:** Kayla Lindert  
**Subject:** RE: [clerklist] Cell phone tower rental

Hello,

We have an internet tower on our water tower. They were not charged because we exchanged free internet for the Village Office and Shop area. But we have since changed providers that have fiberoptic. Now we will be looking in to charging the company that is on the water tower if they want to stay so I would love to see any responses that you get and/or lease contract samples.

Thanks so much,

*Carol Blawat, WCMC*  
Clerk-Treasurer  
Village of White Lake  
715-882-8501  
Pop. 362

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**From:** Kayla Lindert <clerk-treasurer@villageofpardeeville.net>  
**Sent:** Wednesday, January 18, 2023 8:50 AM  
**To:** Clerk List <clerklist@list.wisclerks.org>  
**Subject:** [clerklist] Cell phone tower rental

Hello clerks,

Curious if any of your municipalities have a cell phone tower rental? One that is on top of a water tower, pros, cons and can send examples of a lease or contract?

If so, please forward your response on to my DPW/Admin, Erin Salmon. Her email is below:

**Erin Salmon** <[dpw@villageofpardeeville.net](mailto:dpw@villageofpardeeville.net)>

Thank you,

*Kayla Lindert*

Village Clerk/Treasurer

Village of Pardeeville  
114 Lake Street  
P.O. Box 217  
Pardeeville, WI 53954

Phone (608) 429 - 3121

Fax (608) 429 – 3714

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The Wisconsin Municipal Clerks Association does not take responsibility for any information obtained through this listserv. Some responses may be only a personal way of conducting business, and may not be appropriate to your community. WARNING: Some questions in all likelihood require professional assistance. After reviewing any and all responses received, please confirm this information with your own professional and legal staff. You are currently subscribed to clerklist as: [clerk@vi.whitelake.wi.gov](mailto:clerk@vi.whitelake.wi.gov)

To unsubscribe send a blank email to [leave-clerklist-2940247J@list.wisclerks.org](mailto:leave-clerklist-2940247J@list.wisclerks.org)