

WACONIA CITY COUNCIL MEETING AGENDA



Monday, October 2, 2023
6:00 PM

VISION STATEMENT

A thriving, connected community with deep roots: a great place to live for a lifetime.

MISSION STATEMENT

A city that leads, serves, and governs to enhance the quality of life for all community members.

MAYOR: NICOLE WALDRON
COUNCIL MEMBER : RANDY SORENSEN
COUNCIL MEMBER: STEVE YETZER
COUNCIL MEMBER: NICK GLEASON
COUNCIL MEMBER: JEFF GRENGS

NOTE: TO ENSURE THAT YOU ARE PRESENT FOR ITEMS OF INTEREST, PLEASE BE PRESENT AT 6:00 P.M.

Those with items on the agenda should reach out to their staff contact. Others who wish to participate in the meeting, please contact the City Administrator at 952-442-3100 or sfineran@waconia.org to make certain that you are called upon during the meeting.

1. CALL MEETING TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. ADOPT AGENDA
4. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE
5. ADOPT CONSENT AGENDA

The items listed on the Consent Agenda are considered routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember, City Staff, or Citizen so requests; in which case, the item will be removed from the Consent Agenda and considered at the end of the Regular Agenda.

- 1) [September 18, 2023 Minutes](#)
Approve minutes from September 18, 2023 City Council Meeting
- 2) [October 2, 2023 Expenditures](#)
Payment of October 2, 2023 Expenditures
- 3) [Certification for Payment with Taxes - Pay 2024](#)
Adopt Resolution 2023-212, Calling Hearing on proposed Certification of Delinquent Utility and Other Charges for Services for Payment with 2024 Taxes
- 4) [Ordinance 765 Amending Section 680.04 of Special Vehicle Ordinance](#)
Adopt Ordinance 765 Amending Section 680.04 of Special Vehicle Ordinance
Adopt Resolution 2023-213 Approving Summary Publication of Ordinance

- 5) [Cellular Equipment Water Tower Lease - Dish Wireless](#)
Adopt Resolution #2023-214
- 6) [NC Waconia Addition Final Plat](#)
Adopt Resolution 2023-215 approving the NC Waconia Addition Final Plat for the property located at 150 Sparrow Road.
- 7) [Air Condensing Unit and Evaporator Coil Replacement](#)
Adopt Resolution 2023-216, Approving Air Condensing Unit and Evaporator Coil Replacement
- 8) [First Amendment to Declaration Creating Watermain Easement - TCO Expansion Project](#)
Motion adopting Resolution 2023-217, approving the First Amendment to Declaration Creating Watermain Easement for the TCO expansion project at 820 Village Way.

6. COUNCIL BUSINESS

- 1) [Roadside Memorial Policy](#)
Adopt Resolution 2023-218, Approving Roadside Memorial Policy for City of Waconia

7. ITEMS REMOVED FROM CONSENT AGENDA

8. STAFF REPORTS

9. BOARD REPORTS

- 1) Councilmember Sorensen
- 2) Councilmember Yetzer
- 3) Councilmember Gleason
- 4) Councilmember Grengs
- 5) Mayor Waldron

10. ANNOUNCEMENTS

11. ADJOURN REGULAR MEETINGOFFICE OF THE CITY ADMINISTRATOR

Shane Fineran

Work Session: Waconia Hockey Association, Safari Island & Ice Arena Operating Budgets

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Planning Commission - October 12th at 6:30 p.m.

City Council - October 16th at 6:00 p.m.

Park Board - October 26th at 6:30 p.m.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		October 2, 2023					
Item Name:		September 18, 2023 Minutes					
Originating Department:		Administration					
Presented by:		Jackie Schulze					
Previous Council Action (if any):							
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Approve minutes from September 18, 2023 City Council Meeting							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Minutes from September 18, 2023 are included on subsequent pages.							
<u>Attachments:</u>							
1. City Council 09.18.2023.docx							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

CITY OF WACONIA
September 18, 2023

1) **CALL MEETING TO ORDER AND ROLL CALL**

Pursuant to due call and notice thereof, the regular meeting of the City Council of the City of Waconia was called to order by Mayor Waldron at 6:00 p.m. The following members were present: Nicole Waldron, Randy Sorensen, Nick Gleason and Jeff Grengs.

Staff Present: Shane Fineran, Jackie Schulze, Lane Braaten, Justin Sorensen, Jake Salsbury Nicole Meyer and Brenda Stein.

Council Member Absent: Steve Yetzer.

2) **PLEDGE OF ALLEGIANCE**

SUMMARY OF CLOSED SESSION:

The City Council met in closed session on September 6th, 2023, to review the performance of Craig Eldred, Public Services Director. During this meeting the City Council reviewed the Work Environment Assessment completed regarding the department. The City Council discussed the assessment feedback and then Mr. Eldred's management, communication, and leadership style and abilities. The City Council expressed dissatisfaction with Mr. Eldred's qualities and performance in these three areas and directed the City Administrator to develop options for the consideration for the separation of employment of Mr. Eldred from the City of Waconia.

3) **ADOPT AGENDA**

No changes to the agenda

Motion by Sorensen, seconded by Gleason to approve the agenda. **MOTION CARRIED.**

4) **VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE**

Gavin Wightman-1505 Redwing Drive, Waconia, MN 55387. Bent Creek Neighborhood.

Mr. Wightman asked for consideration to repurpose Bent Creek Park into a dog park. Fineran replied by stating the city does not have plans for a dog park, but an option would be to have a conversation the Park Board.

Mary Peterson-2495 Huron Lane, Victoria, MN

Peterson is here on behalf of Rosemary Peterson, property address 4 South Pine Street.

Comments and concerns:

- if the sidewalks in this area are widened to 6 feet some trees would need to be removed. (reference to item #2.)

5) PUBLIC HEARING

5.1 PUBLIC HEARING - Annexation Petition - 530 Hartmann Drive

Cover Page

1. Joint Resolution 2023-203 (7 Pages)

2. Location Map (1 Page)

3. Petition for Annexation (1 Page)

4. Public Hearing Notice (1 Page)

Braaten presented the Public Hearing Annexation Petition for 530 Hartmann Drive showing the location of the property. The property is currently in Waconia Township. Braaten explained the process which includes bringing necessary information to the Waconia Township, signed joint resolution, hold the public hearing then if approved the annexation will be submitted to the State for review. In addition, the property has three years to hook up to City services.

Sorsensen added the property owner was informed about the SAC and WAC fees. Braaten reconfirmed that the closest hook up is off east Frontage.

Motion by Grengs, seconded by Gleason to open the public hearing. **MOTION CARRIED.**

Motion by Sorensen, seconded by Grengs to close the public hearing. **MOTION CARRIED.**

Motion by Gleason, seconded by Grengs to approve the Annexation Petition for 530 Hartmann Drive. **MOTION CARRIED.**

5.2 PUBLIC HEARING - 2024 Downtown Reconstruction Phase II

Cover Page

2023-08-15 Downtown Recon Ph 2 Feasibility Report - reduced.pdf

Jake Salisbury, Bolton-Menk presented the 2024 Downtown Reconstruction Phase II.

The presentation format consists of the 6 items:

- General Project Timeline
- Project Scope and Cost Information
- Project Financing and Funding
- City Assessment Policy and Assessment Area Map
- Project Cost Summary and Next Steps.
- Questions/Comments/Discussion

Salsbury talked about the conditions of the sidewalks, roads and non-compliant ADA. The downtown area has inadequate pipe sizing that is in poor condition. The street improvements were described in detail to include the street reconstruction, street widths and proposed parking.

Salsbury explained Option A in comparison with Option B.

Sorensen commented on the size of the project and how the businesses are going to be affected by the construction. Salsbury talked about the process of staging the project, so the businesses have access to the buildings. One concern is access to the Legion that does not have an alley. The timing of this project is essential for not only businesses but Nickle Dickle Day in September.

Saint Joseph's and City Square Park would be serviced off the reuse system.

Motion by Sorensen, seconded by Grengs to open the public hearing. **MOTION CARRIED.**

Mary Peterson, 4 Pine Street South, Waconia, MN 55387. Inquired how to pay for the assessments and possible options to consider.

Kris & Steve Dvorak, 104 Main Street East, Waconia, MN 55387. Dvorak reconfirmed the amount of fees that would be due.

Cindy Nash, representing Old National Bank, 53 Main Street West, Waconia, MN 55387. Requesting to construction the downtown area in phases to ensure that Old National has access for their customers. This will be addressed during the staging process to enter on Olives Street and exist on Main Street.

Joe Gifford, American Legion, 4 Main Street East, Waconia, MN 55387. Is the plan to continue access off Main Street.

Jill and Jeff Schmidt, 52 8th Street, Waconia, MN 55387. The Schmidt's would like to see plan B taking place. Concerns with angle parking and the car lights shining directly into the home.

Dan Neubauer, 20 Main Street West, Waconia, MN 55387. Neubauer asked how a unit is determined. Salsbury stated that units are only considered for the sewer and water. This address does not have multiple units.

James Kite-106 Main Street East, Waconia, MN 55387. Traffic and safety concerns. Kite stated the bump outs would be helpful regarding safety crossing the street. Comments regarding access to their property during construction. A gravel pad is an option. The 50% is already accounted for in the total amount.

Kris Dvorak, 104 Main Street West, Waconia, MN 55387. Dvorak would like to see parallel parking and green spaces.

Dan Neubauer, 20 West Main Street, Waconia, MN 55387. Neubauer wondered about the west alley being accessible for people to park. Neubauer asked about seal coating now or waiting until after the construction was completed. Salsbury stated it would be ok to do it now.

Scott Jensen, 34-38 Main Street West, Waconia, MN 55387. Jensen asked about the ability to enter businesses affected by the construction. A questionnaire will be sent out asking businesses what they need regarding parking. Also, a temporary pedestrian access route will be added to the plan.

John Peterson, representing 4 Pine Street, Waconia, MN 55387. Inquired if corner lots are receiving 50% credits. Peterson had questions regarding the sewer hook ups and is concerned with the sewer line in the home.

Motion by Sorensen, second by Gleason to close the public hearing. **MOTION CARRIED.**

Council member Sorensen stated his concern with the size of the project, timing, and cost. Sorensen asked for further discussion before going forward on this project.

6) [ADOPT CONSENT AGENDA](#)

6.1 September 5, 2023 City Council Meeting Minutes

[Cover Page](#)

[September 5, 2023 Meeting Minutes.docx](#)

6.2 September 6, 2023 Special City Council Meeting Minutes

[Cover Page](#)

[September 6, 2023 Meeting Minutes](#)

6.3 Contractor Pay Request #12 - New Fire Station

[Cover Page](#)

[Waconia - Pay App #12 - August 2023.pdf](#)

6.4 Kraus Anderson Contractor Pay Request - New Fire Station

[Cover Page](#)

[4.2023.08 Waconia Fire Station.pdf](#)

6.5 September 18, 2023 Expenditures

[Cover Page](#)

[Council List-Expenditures 09.18.23-Other Electronic.pdf](#)

[Council List-Expenditures 09.18.23-Purchasing Card.pdf](#)

[Council List-Expenditures 09.18.23-Regular.pdf](#)

6.6 Horizon Commercial Pool Contractor Pay Request #2 - Safari Island Filter Pump Replacement Project

[Cover Page](#)

[Safari Island Pay App 2.pdf](#)

6.7 Rink Management Services Corporation Safari Island Community Center Expenditures Incurred August 2023

[Cover Page](#)

[Safari Island - Bills & Applied Payments August 23.pdf](#)

6.8 Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred August 2023

[Cover Page](#)

[Ice Arena - Bills & Applied Payments August 23.pdf](#)

6.9 Lodging Tax Fund Request - Waconia CVB

[Cover Page](#)

6.10 Authorize Approval of Sale of Surplus Fire Vehicle

[Cover Page](#)

[2023-204 Sale of Fire Vehicle Resolution.doc](#)

- 6.11 Facade Improvement Grant - Bode Gray's

[Cover Page](#)

[2023-205 Facade Improvement Grant Resolution.docx](#)

- 6.12 Contract with Johnson Controls for Fire Alarm Monitoring of Water Tower

[Cover Page](#)

[Resolution 2023-206 Fire Alarm Panel Monitoring Water Tower](#)

[Waconia Water Tower - Johnson Controls Proposal](#)

- 6.13 Woodland Creek 4th Addition - Development Agreement - Hartman Communities, LLC

[Cover Page](#)

[Resolution 2023-207 Woodland Creek 4th Developers Agreement.docx](#)

[DA Woodland Creek 4th Addition \(Final Draft 09-12-2023\).pdf](#)

- 6.14 2023 Downtown Phase I Reconstruction Final Costs, Preparing Proposed Assessment, and Calling Public Hearing

[Cover Page](#)

[Resolution 2023-208 Declaring Cost to be Assessed](#)

[Resolution 2023-209 Receiving Proposed Assessment and Calling Public hearing](#)

[2023 DT Project Final Cost Memo.pdf](#)

- 6.15 Accept Voluntary Resignation and Approve Separation Agreement

[Cover Page](#)

[Resolution 2023-210 Voluntary Resignation & Separation Agreement.docx](#)

[Severance Agreement](#)

Motion by Sorensen, seconded by Grengs to adopt Consent Agenda. **MOTION CARRIED.**

7) COUNCIL BUSINESS

7.1 2024 Budget & Preliminary Levy

Cover Page

Resolution 2023-211 Preliminary Levy.doc

Nicole Meyer presented the 2024 Preliminary Levy. The City held several work sessions to get to this point with additional work to be completed on the General Fund. Meyer explained the taxable market value and stated works sessions will be held in October and November.

Motion by Grengs, seconded by Gleason to adopt the 2024 Preliminary Levy. **MOTION CARRIED.**

8) ITEMS REMOVED FROM CONSENT AGENDA

9) STAFF REPORTS

City Administrator Fineran: Appreciates the hard work to make Nickle Dickle Day a successful event.

10) BOARD REPORTS

Council Member Sorensen: Both Planning Commission Variances were tabled needing further information. Planning Commission discussion regarding the Falk property. Park Board Meeting Thursday, 21st, 2023 at 6:30pm.

Council Member Gleason: School Board Meeting on the 25th of September at 7:00pm

Council Member Grengs: Reconfirmed the success of Nickle Dickle Day:

- 2023 had a record number of crafters in the park.
- 460 cars for the car show.
- a record number of 3 on 3 basketball teams.

Waldron has a Carver County's Mayers meeting in October.

11) ANNOUNCEMENTS

12) ADJOURN REGULAR MEETING

Motion by Sorensen, seconded by Grengs to Adjourn the regular meeting at 7:10pm.

MOTION CARRIED.

Work Session:

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Nicole Waldron, Mayor

ATTEST: _____

Brenda Stein, Office Assistant



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		October 2, 2023					
Item Name:		October 2, 2023 Expenditures					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒	X	Regular Session	☐	Discussion Session	☐
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Payment of October 2, 2023 Expenditures							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attached is the claim and disbursements registers for the City of Waconia as of October 2, 2023. Payments are made to vendors via check, electric payment, and through the City's purchasing card program.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: ☐ Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		October 2, 2023					
Item Name:		Certification for Payment with Taxes - Pay 2024					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒	X	Regular Session	☐	Discussion Session	☐
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2023-212, Calling Hearing on proposed Certification of Delinquent Utility and Other Charges for Services for Payment with 2024 Taxes							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Under Minnesota law, the City may certify for payment with tax collections, delinquent utility accounts and other charges for service that have not been paid during the course of normal collection procedures throughout each year. A public hearing is required prior to certification of delinquent charges. Property owners will be notified of the past due amounts for goods or services that have benefited the property and notified of the public hearing opportunity. A list of delinquent accounts will be provided at the hearing scheduled for Monday, October 16, 2023.							
Attachments:							
1. Resolution 2023-212 Call Public Hearing for UB and AR.docx							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
All City Funds							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2023-212**

**RESOLUTION CALLING HEARING ON PROPOSED CERTIFICATION OF
DELINQUENT UTILITY AND OTHER CHARGES FOR SERVICES FOR PAYMENT WITH
2024 TAXES**

WHEREAS, the Finance Department prepares a certification roll for delinquent utilities and charges for services that consist of miscellaneous services such as snow removal, weed elimination, tree maintenance, building permit fees, and other charges for services and said proposed certifications is on file at City Hall and open to public inspection no later than October 16, 2023; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WACONIA, MINNESOTA:

1. A hearing shall be held at 6:00 p.m., or as soon thereafter as possible, on Monday, October 16, 2023 at Waconia City Hall located at 201 Vine Street South, Waconia, Minnesota to pass upon such proposed certification(s). All persons owning property affected by such charges will be given an opportunity to be heard with reference to such certification.
2. City staff is hereby directed to cause a notice of the hearing on the proposed certifications to be published once in the official newspaper at least two weeks prior to the hearing. Notices shall be mailed to the owner of each parcel described in the certification list not less than two (2) weeks prior to the hearing.
3. If it is determined that accounts have become current, the public hearing will be canceled.

Adopted by the City Council of the City of Waconia this 2nd day of October, 2023.

Nicole Waldron, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 2, 2023					
Item Name:	Ordinance 765 Amending Section 680.04 of Special Vehicle Ordinance					
Originating Department:	Administration					
Presented by:	Jackie Schulze					
Previous Council Action (if any):	November 7, 2022: Ordinance 753 - Special Vehicle Ordinance February 1, 2021: Ordinance 737 - Special Vehicle Ordinance					
Item Type (X only one):	Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>						
Adopt Ordinance 765 Amending Section 680.04 of Special Vehicle Ordinance Adopt Resolution 2023-213 Approving Summary Publication of Ordinance						
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>						
In November of 2022, the City Council adopted Ordinance 753, which made the City's Special Vehicle Ordinance a permit ordinance. This updated ordinance stated that permits would be good for three years from the date of issuance. In 2023, the City started implementing LOGIS' Business Licensing Software through PIMS for all of our licensing purposes. When implementing this for special vehicles, it was recommended that all special vehicle applications have the same expiration date for renewal purposes. This has been staff's practice and this ordinance amendment gets this action in line with the recommended practice. All special vehicle permits obtained from 2023-2025 will expire on December 31, 2025. January 1, 2026 will start a new three year period through December 31, 2028. and so forth. The fee schedule will be modified to show prorated permits for those who obtain their permit in year two or three of the permitting cycle. Section 680.04 will now read: <u>Subd. 6</u> <u>Permit Period.</u> All permits will expire at the end of a fixed three-year window. All permits issued between 2023-2025 will expire December 31, 2025. At the end of this permit period, a new fixed three-year window will begin, and so forth. Each permit issued shall be effective for three years from the date of issuance. A new permit must be applied for at the end of the three years. <u>Subd. 7</u> <u>Application and Permit Fees.</u> If an application for a permit is granted, the applicant shall pay a permit fee when the permit is issued. The annual permit fee shall be the amount listed in Chapter 1100 of the Code. Permit fees are prorated based on the year the permit is applied for within the three-year window.						
Attachments:						
1. Ord_765_Ordinance_Amendment_Special_Vehicles.doc 2. 2023-213 Summary Pub Special Vehicles.docx 3. Ord_765_Special_Vehicles_Ordinance_Update_Redlined.pdf						

<i>FINANCIAL IMPLICATIONS:</i>		<i>ADVISORY BOARD RECOMMENDATIONS:</i>	
Funding Sources & Uses:			
Budget Information:		Planning Commission	
_____ Budgeted		Parks and Recreation Board	
_____ Non Budgeted		Safari Island Advisory Board	
_____ Amendment Required		Other	

**CITY OF WACONIA
ORDINANCE NO. 765**

**AN ORDINANCE AMENDING CHAPTER 680.04 REGARDING
SPECIAL VEHICLE LICENSES**

The City Council of the City of Waconia, Minnesota ordains:

FINDINGS AND PURPOSE

Pursuant to Minn. Stat. §169.045, Subd. 1, the city may allow special vehicles, including ATVs, to operate on roadways, or portions thereof, under its jurisdiction. Further, pursuant to Minn. Stat. §84.928, Subd. 1(d) the city may prohibit the operation of ATVs within the city. The purpose of this update clarifies the permit period for these licenses.

AMENDMENTS

Chapter 680.04 is amended to read as follows:

Subd. 6 Permit Period. *All permits will expire at the end of a fixed three-year window. All permits issued between 2023-2025 will expire December 31, 2025. At the end of this permit period, a new fixed three-year window will begin, and so forth. ~~Each permit issued shall be effective for three years from the date of issuance. A new permit must be applied for at the end of the three years.~~*

Subd. 7 Application and Permit Fees. If an application for a permit is granted, the applicant shall pay a permit fee when the permit is issued. The annual permit fee shall be the amount listed in Chapter 1100 of the Code. *Permit fees are prorated based on the year the permit is applied for within the three-year window.*

EFFECTIVE DATE

This ordinance amendment is effective as of publication.

Passed and adopted by the Waconia City Council of the City of Waconia this 2nd day of October, 2023.

Nicole Waldron, Mayor

ATTEST: _____
Jackie Schulze, City Clerk

CITY OF WACONIA
RESOLUTION NO. 2023-213

A RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE NO. 765

WHEREAS, the City Council of the City of Waconia, Minnesota (the “City”) adopted Ordinance No. 765 on October 2, 2023 (the “Ordinance”); and

WHEREAS, pursuant to Minnesota Statutes §412.191, the City may publish the title and a summary of an Ordinance instead of its full text if the summary informs the public of the intent and effect of the Ordinance and the summary is approved by a four-fifths vote of the City Council; and

WHEREAS, the City Council finds: i) the summary set forth below informs the public of the intent and effect of the Ordinance; and ii) the title and summary of the Ordinance should be published instead of the full text of the Ordinance;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waconia, Minnesota, as follows:

1. The above recitals and findings are incorporated as resolutions of the City Council.
2. The following official summary of Ordinance No. 765 is hereby approved:

ORDINANCE 765, AN ORDINANCE AMENDING CHAPTER 680.04 REGARDING SPECIAL VEHICLE PERMITS specifies that all permits will expire at the end of a fixed three-year window, with an initial expiration date of December 31, 2025, and those obtaining permits in year two or three will pay a prorated cost outlined in the fee schedule.

The full text of the Ordinance is available for public inspection during regular office hours at the office of the City Clerk, City Hall, 201 South Vine Street, Waconia, and will also be posted at City Hall. Further, any person may request the City to send the full text of the Ordinance via standard or electronic mail by calling City Hall at (952) 442-2184.

3. The City Clerk shall submit the Ordinance title and summary to a qualified newspaper for publication using bold type no smaller than eight points in size.

Passed and adopted by the City Council of the City of Waconia this 2nd day of October, 2023.

Nicole Waldron, Mayor

ATTEST: _____
Jacqueline Schulze, City Clerk

CHAPTER 680
SPECIAL VEHICLES

Section

680.01	Authority and Purpose
680.02	Definitions
680.03	Operation of Special Vehicles
680.04	Permits
680.05	Operation
680.06	Penalties

680.01 Authority and Purpose.

Pursuant to Minn. Stat. §169.045, Subd. 1, the city may allow special vehicles, including ATVs, to operate on roadways, or portions thereof, under its jurisdiction. Further, pursuant to Minn. Stat. §84.928, Subd. 1(d) the city may prohibit the operation of ATVs within the city. The purpose of this Chapter is to describe the types of special vehicles that may be operated within the city, the permit required for operation, the process for obtaining the required permit, and the regulations applicable to operation. This ordinance, however, is not intended to allow what the Minnesota Statutes or federal law prohibit or to prohibit what the Minnesota Statutes or federal law expressly allow.

Several provisions of this ordinance refer to Minnesota law. These laws can be found here:
<https://www.revisor.mn.gov/statutes/>

680.02 Definitions.

The following definitions apply to this Chapter:

“ATV” means an “all-terrain vehicle,” as defined by Minn. Stat. §84.92, Subd. 8.

“City land” means real property owned by the city, leased by the city, or dedicated to the city for public use. It does not, however, include real property lying underneath improved city roads sidewalks or trails. Examples of city land include city parks, city holding pond areas, and city owned conservation areas.

“City road” means any public road, street, or alley under the city’s jurisdiction and includes both the paved and unpaved portions of the right-of-way.

“Class 1 ATV” means a “class 1 all-terrain vehicle,” as defined by Minn. Stat. §84.92, Subd. 9.

“Class 2 ATV” means a “class 2 all-terrain vehicle,” as defined by Minn. Stat. §84.92, Subd. 10.

“Mini truck” shall have the meaning given it by Minn. Stat. §169.011, Subd. 40(a).

“Parade” means a parade for which the city has issued a parade permit.

“Permit” or “city permit” means a permit to operate a mini truck, UTV or ATV issued pursuant to

*Updated 11/22 to be effective 1/1/2023
Update 10/23 to reflect permit period*

this Chapter or, as applicable, a permit renewal, except where the context expressly indicates otherwise.

“Sidewalk or trail” means any sidewalk or trail maintained by the city, whether improved or unimproved.

“UTV” means a “utility task vehicle,” as defined in Minn. Stat. §169.045, Subd. 1 (3).

680.03 Operation of Special Vehicles

Subd. 1 Prohibitions.

- A. Mini trucks. No person shall operate a mini truck on a city road without a permit.
- B. UTVs. No person shall operate a UTV on a city road without a permit.
- C. ATV's. No person shall operate an ATV on a city road without a permit.
- D. Golf Carts. No person shall operate a golf cart on a city road. Golf carts are not eligible for city permits and are never allowed on city roads.
- E. Sidewalks and Trails. No person shall operate a mini truck, UTV, ATV or golf cart on a city sidewalk or trail. Use of such special vehicles on sidewalks and trails is never allowed.
- F. City Land. No person shall operate a mini truck, UTV, ATV or golf cart on city land. Use of such special vehicles on city land is never allowed.

Subd. 2 Operation of a Mini Truck, UTV or Class 2 ATV with a Permit. A person holding a valid city permit may operate a mini truck, UTV or Class 2 ATV on city roads and may cross state and federal roads at designated intersections. Except for such crossings, nothing in this Chapter authorizes the operation of such vehicles on state or federal roads.

Subd. 3 Operation of a Class 1 ATV with a Permit for Access Purposes. A person holding a valid city permit may operate a Class 1 ATV on city roads for the limited purpose of going in the most direct, practicable route possible from a point outside from city limits to the residence of the permit holder within the city limits, or from the residence of the permit holder inside the city limits to a specific destination outside the city limits. State and federal roads may be crossed at designated intersections. Except for such crossings, nothing in this Chapter authorizes the operation of Class 1 ATVs on state or federal roads.

Subd. 4 Exceptions. The following exceptions apply to the prohibitions listed in Subd. 1 above:

- A. City Operation. City staff may operate mini trucks, UTVs, ATVs and golf carts anywhere without a permit when conducting city business. City contractors may operate mini trucks, UTVs, ATVs and golf carts anywhere without a permit to the extent such operation is necessary for the performance of a city project.
- B. Parades. A parade permit issued by the city grants such permit holder the temporary right to operate mini trucks, UTVs, ATVs and golf carts during the parade on the parade route.
- C. Special Events. A permit issued by the city for the Lake Waconia Band Festival or Nickle Dickle Day grants such permit holder the temporary right to operate mini trucks, UTVs, ATVs and golf carts during the festival at the festival location.

*Updated 11/22 to be effective 1/1/2023
Update 10/23 to reflect permit period*

- D. Snow Plowing. A person may use a mini truck, UTV, or ATV on a city road in conjunction with plowing snow from private driveways and sidewalks. Permitted use includes entering onto a city road adjacent to a private driveway or sidewalk to plow snow from the area where the driveway or sidewalk meets the city road. Permitted use also includes traveling from one snow plowing location to another using the most direct, practicable route possible.

680.04 Permits.

Subd. 1 Forms. Each application for a permit shall be made at the office of the City Clerk using forms supplied by the city.

Subd. 2 Permit Required for Each Operator. Each individual that desires to operate a mini truck, UTV, or ATV on a city road must obtain a permit and pay the applicable permit fee. If a mini truck, UTV, or ATV will be operated by multiple individuals, permit applications should be submitted together, if possible. Each permit shall name the specific mini truck, UTV, or ATV the individual is allowed to operate.

Subd. 3 Required Information. Each application for a permit shall contain the following:

- A. Name of applicant;
- B. Birthday of applicant;
- C. Street address of applicant;
- D. Email address of applicant;
- E. Phone number of applicant;
- F. Model name, make, year and serial number of the special vehicle for which the permit is sought;
- G. Current driver's license number and date of expiration (or reason for not having a current driver's license).
- H. Proof of liability insurance as required by Minnesota law; and
- I. Any other information the City Clerk or his/her designee may require.

Subd. 4 False Statements and Omissions. If an applicant for a permit intentionally makes a false statement or material omission on any application for a permit, the false statement or material omission shall constitute cause for denial of the permit. If the false statement or material omission is discovered after a permit has issued, the City Council may suspend or revoke the permit.

Subd. 5 Conditions of Issuance for All Permits. No permit shall issue unless the following conditions have been met:

- A. The applicant is at least 18 years old; and
- B. The applicant has provided evidence of insurance as required by Minnesota law.

- Subd. 6 Permit Period. All permits will expire at the end of a fixed three-year window. All permits issued between 2023-2025 will expire December 31, 2025. At the end of this permit period, a new fixed three-year window will begin, and so forth. ~~Each permit issued shall be effective for three years from the date of issuance. A new permit must be applied for at the end of the three years.~~
- Subd. 7 Application and Permit Fees. If an application for a permit is granted, the applicant shall pay a permit fee when the permit is issued. The annual permit fee shall be the amount listed in Chapter 1100 of the Code. **Permit fees are prorated based on the year the permit is applied for within the three-year window.**
- Subd. 8 Permit Sticker/Card. The City Clerk shall provide each permit holder with two stickers to affix to the mini truck, UTV, or ATV and a proof of permit card. If multiple people desire to operate a mini truck, UTV, or ATV, the same stickers shall be issued for the vehicle and a proof a permit card shall be provided to each permit holder. The permit sticker shall be affixed to the vehicle's registration/license plate on the back and in a location of choice on the front, as long as it is visible.
- Subd. 9 Revocation. The City Council may suspend or revoke a permit at any time if it finds the permit holder violated any provision of this Chapter or Minn. Stat. Chapter 169, or if there is evidence the permit holder cannot safely operate the mini truck, UTV, or ATV. If the City Council revokes a permit, the permit holder shall immediately surrender and return any permit sticker/card to the City Clerk. The permit holder shall be allowed a reasonable opportunity present evidence to the City Council and contest the proposed revocation before the City Council acts.
- Subd. 10 No Refunds. If a permit is issued and only used for a portion of the permit period, no refund shall be given. If a permit is issued and then revoked or suspended, no refund shall be given.
- 680.05 Operation.
- Subd. 1 General Requirements. No person shall operate a mini truck, UTV, or ATV on a city road unless all of the following requirements are met:
- A. A current permit sticker issued pursuant to this Chapter is affixed to the vehicle's registration/license plate as well as to the front of the vehicle in a visible location;
 - B. The person operating the mini truck, UTV, or ATV is at least 18 years old and has a valid permit card issued by the city to immediately provide to law enforcement;
 - C. The person operating the mini truck, UTV, or ATV has current proof of insurance available to immediately provide to law enforcement;
 - D. The number of occupants using the mini truck, UTV, or ATV does not exceed the occupant or weight load specified by the manufacturer;
 - E. The person operating the mini truck, UTV, or ATV is not doing so in inclement weather conditions or at any time when there is insufficient light to clearly see persons and vehicles on the roadway at a distance of 500 feet;
 - F. The mini truck, UTV, or ATV has a rear-view mirror providing the driver with adequate vision from behind as required by Minn. Stat. § 169.70; and

- G. The person operating the mini truck, UTV, or ATV is doing so in full compliance with Section 680.03 of this Chapter and all laws found in Minn. Stat., Chapter 169, except such laws that cannot reasonably be applied to the mini truck, UTV, or ATV and except as otherwise specifically provided in Minn. Stat. §169.045, Subd.7.

Subd. 2 Additional Requirements for ATVs and UTVs. In addition to the requirements set forth in Subd. 1 above, no person shall operate an ATV or UTV on a city road:

- A. Between sunset and sunrise unless an emergency exists or the vehicle is equipped with original equipment headlights, taillights, and rear-facing brake lights; or
- B. Without a helmet, if required by Minnesota law.

Subd. 3 Additional Requirements for Mini trucks. In addition to the requirements set forth in Subd. 1 above, mini trucks operated on city roads must have all of the following equipment in working condition and used in compliance with Minnesota law:

- A. At least two headlights;
- B. At least two tail lamps;
- C. Front and rear turn-signal lamps;
- D. An exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror;
- E. A windshield;
- F. A seat belt for the driver and front passenger; and
- G. A parking brake.

680.06 Penalties.

When Minnesota law provides a penalty for a violation of this Chapter, such penalty shall control. In all other cases, Waconia City Code, Chapter 102 shall apply.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		October 2, 2023					
Item Name:		Cellular Equipment Water Tower Lease - Dish Wireless					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution #2023-214							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
City staff have been working through design, engineering, and terms with Dish Wireless for the installation of new wireless antennae facilities on Tower 3. The plans have been reviewed by KLM Engineering and city staff and are acceptable to the City. This would be a new installation of wireless facilities in this location and for Dish Wireless. The terms of the lease provide for a rent of \$2,084.00 per month, which is consistent with other lease terms that the city has with other carriers as well as within the market. The initial term will reflect a 4% escalator in rent annually for a period of 5 years, with option to renew for up to 4 additional similar terms. Revenues from cellular facility leases are recognized as revenue in the general fund. Dish Wireless will be responsible for the installation, maintenance, decommissioning and restoration of the equipment upon termination of lease and the lease document has been reviewed by the City Attorney. <u>Attachments:</u> 1. 2023-214_Dish_Wireless_Lease.docx 2. MNMSPP00413C PE LEASE - 09-25-2023.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2023-214**

RESOLUTION APPROVING CELLULAR FACILITY LEASE WITH DISH WIRELESS

WHEREAS, the City of Waconia owns and maintains elevated water towers that can accommodate the installation of private wireless and radio communications equipment; and

WHEREAS, Dish Wireless has proposed the new installation of cellular communications antennae infrastructure to be installed on Tower 3 located at 300 10th Street E.

WHEREAS, the proposed installation has been reviewed by city staff and consultant engineer KLM and have been determined to be acceptable; and

WHEREAS, the lease has been reviewed by the City Attorney and has been determined to be acceptable

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waconia hereby approves the Dish Wireless lease and authorizes the City Administrator to executed on behalf of the City.

Adopted and approved by the City Council of the City of Waconia on this 2nd day of October, 2023.

Nicole Waldron, Mayor

Attest: _____
Jackie Schulze, City Clerk

TOWER CELL SITE LEASE AGREEMENT

This Tower Cell Site Lease Agreement (the “**Agreement**”) is made and effective as of _____, 2023 (the “**Effective Date**”), by and between the City of Waconia, a Minnesota municipal corporation having a place of business at 201 South Vine Street, Waconia, Minnesota 55387 (“**Landlord**”), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 (“**Tenant**,” and together with Landlord, the “**Parties**,” each a “**Party**”).

WITNESSETH:

1. Definitions.

“**Affiliate(s)**” means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, “control” shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity. Notwithstanding the preceding, for purposes of this Agreement, EchoStar Corporation and its direct and indirect subsidiaries shall not be deemed to be “Affiliates” of Tenant unless after the Effective Date any such entity qualifies as a direct or indirect subsidiary of DISH Network Corporation.

“**Applicable Law**” means any applicable federal, state or local act, law, statute, ordinance, building code, rule, regulation or permit, or any order, judgment, consent or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

“**Cable Space**” means the additional leased ground space on the Property for the installation, use, operation, modification, repair, replacement, monitoring and maintenance of wires, cables, fiber/T-1, conduits, pipes running between and among the Equipment Space, Tower Space and/or public right of way, and to all necessary electrical, fiber and telephone utility sources located on the Property.

“**Equipment Space**” means the leased floor space in the Tower where cabinets, generators, cabling, conduit, backhaul fiber, electrical feeds and similar supporting communications equipment are located.

“**Governmental Authority**” means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

“**Installation**” means the installation of Tenant’s Equipment at the Premises.

“**Property**” means that certain parcel of real property upon which the Tower and Cable Space are located.

“**Tower**” means the water tower structure located on the Property upon which Tenant’s antennas, radios, and related communication equipment are mounted, but does not include the Cable Space.

“**Tower Space**” means that portion of the Tower designated for use by the Tenant for the installation, use, operation, modification, repair, replacement, monitoring and maintenance of antennas, radios, cables/coax, nodes, and/or related equipment, which will be comprised of a radiation center with a minimum of five (5) feet in each vertical direction of separation from adjacent occupants on the Tower.

2. Premises, Term, Rent and Contingencies.

2.1 **Premises.** Landlord has the right to grant the rights set forth in this Agreement as they pertain to the Property located at 300 10th Street East, Waconia, Minnesota 55387, as more particularly described in Exhibit A, attached to and incorporated herein. In consideration of the obligations of Landlord and Tenant set forth herein, Landlord leases to Tenant, and Tenant hereby leases from Landlord: (i) a portion of Landlord's Tower located on the Property for the installation of Tenant's equipment on the Tower Space as specifically described and depicted in attached Exhibit B; (ii) approximately thirty-five (35) square feet of area of Equipment Space in the base of the Tower as specifically described and depicted in attached Exhibit B; and (iii) additional space on the Property to be used as Cable Space as specifically described and depicted in attached Exhibit B. The Tower Space, Equipment Space and Cable Space are collectively referred to as the "**Premises**" and are depicted on the drawings attached hereto and incorporated herein as Exhibit B. Tenant may, at its discretion, prepare a survey of the Property, Tower Space, Equipment Space, and Cable Space and said survey shall be submitted to Landlord for its review. If Landlord finds any inaccuracies in the survey, it shall submit requested revisions to Tenant and Tenant shall promptly make them. Once the survey has been approved by Landlord, it shall be added to the back of Exhibit .

2.2 **Term.** This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the "**Initial Term**") will commence on the earlier of the following: (i) the first (1st) day of the month following the commencement of Tenant's construction or (ii) December 1, 2023 (the "**Commencement Date**"), and will expire on the last day of the month that is sixty (60) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall automatically be extended for up to four (4) additional terms of sixty (60) months each (each, a "**Renewal Term**") unless Tenant elects, in Tenant's sole and absolute discretion, not to renew the lease at the end of the then-current term by giving Landlord written Notice at least ninety days (90) days prior to the end of the then-current term. The Parties agree that each Party has vested rights hereunder and that this Agreement constitutes a binding and valid obligation of each Party as of the Effective Date, subject to the Contingencies (as defined in Section 2.4 below). The Initial Term and any applicable Renewal Term(s) are referred to collectively as the "**Term**".

2.3 **Rent.** Beginning on the Commencement Date, and for each month thereafter during the Term, Tenant shall pay to Landlord rent for the Premises ("**Rent**") in advance, without Notice, demand or set-off, in the amount of two thousand eighty four and 00/100 Dollars (\$2,084.00) per month. All payments shall be made on or before the first day of the applicable month, at such places as may be designated in writing from time to time by Landlord at least thirty (30) days in advance of the first affected payment, except that all payments due hereunder for any fractional calendar month shall be prorated based upon the number of days during said month that the payment obligation was in force (collectively, the "**Payment Terms**"). On January 1, 2024, and on January 1st of each subsequent calendar year during the Term (including any Renewal Terms that occur), the Rent shall be automatically increased by four percent (4%) over of the then-current Rent. Landlord's tax identification number is 41-1754003. Tenant shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement.

2.4 **Contingencies.** The Parties acknowledge and agree that Tenant's ability to lawfully use the Premises is contingent upon Tenant obtaining each of the following: (a) a satisfactory structural analysis showing that the Tower is suitable for Tenant's Permitted Use ("**Structural Analysis**"); and (b) all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the "**Governmental Approvals**"). Tenant will use its best efforts to obtain all Governmental Approvals promptly following the Effective Date. Landlord hereby authorizes Tenant to file and submit for Governmental Approvals, at Tenant's sole cost and expense. Prior to the Commencement Date, if: (i) a structural analysis shows that the Tower is not suitable for Tenant's Permitted Use; (ii) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any or no reason; or (iii) Tenant determines, in Tenant's sole and absolute discretion, that such Governmental Approvals cannot be obtained in a timely and commercially reasonable manner, then, following the occurrence of any of the events set forth in clauses (i) through (iii) (collectively, the "**Contingencies**"), Tenant shall have the right and

obligation to terminate this Agreement immediately upon Notice to Landlord and without penalty or further obligation to Landlord, its employees, officers, agents or lender provided such Notice is validly given to Landlord prior to the Commencement Date. Further, if Tenant has not started Installation of Tenant's Equipment (defined below) by December 31, 2024 for any reason, this Agreement shall automatically terminate (provided any Rent due prior to such date shall remain due and payable). If this Agreement is terminated in accordance with this Section 2.4, this Agreement shall be of no further force or effect (except as set forth to the contrary herein). If, following the Commencement Date, and through no fault of Tenant, its employees, agents, contractors, or consultants, any Governmental Approval issued to Tenant is canceled or is otherwise withdrawn or terminated by the applicable Governmental Authority, Tenant shall use its best efforts to reinstate the Government Approval that was cancelled or otherwise withdrawn. If despite Tenant's best efforts the Governmental Approval cannot be reinstated within (ninety) 90 days of the date it was cancelled or withdrawn, then Tenant shall give notice of such failure and this Agreement shall automatically terminate one hundred and twenty (120) after the date the Governmental Approval was cancelled or withdrawn without penalty or further obligation to Landlord, its employees, officers, agents or lenders (except as set forth to the contrary herein). Further, before obtaining a building permit, Tenant must pay for the reasonable cost of a radio frequency interference study carried out by an independent and qualified professional selected by the Landlord showing that Tenant's intended use will not interfere with any existing communications facilities. If the study finds that there is a potential for interference that cannot be reasonably remedied prior to Tenant's construction, then either Party may terminate this Agreement immediately by giving written notice to the other Party.

3. Use, Access and Installation.

3.1 Tenant's Permitted Use. Landlord agrees that Tenant may use the Premises for the purpose of the installation, operation, and management of a telecommunications facility, including, without limitation, antennas, nodes, wires, cables, conduits, piping, electrical and utility lines, and other related equipment or personal property (collectively, "**Tenant's Equipment**"), which shall include the right, subject to Section 3.3 below, to replace, repair, or otherwise modify Tenant's Equipment or any portion thereof and the frequencies over which Tenant's Equipment operates ("**Tenant's Permitted Use**"). Promptly following Tenant's request, Landlord shall provide the most recent structural analysis (if any) in Landlord's possession to facilitate Tenant or its designee's production of a Structural Analysis. Landlord hereby grants permission to Tenant to install, maintain and operate on the Property the Tenant's Equipment set forth in Exhibit C, attached hereto and incorporated herein by reference.

3.2 Access. The Parties acknowledge and agree that commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents and contractors shall have commercially reasonable access to the Premises 24 hours per day, 7 days per week using the most direct route possible from the nearest public street with vehicular access to the Property at no additional cost or expense to Tenant, provided that, except in the case of an emergency, no such access shall occur unless Tenant has first provided Landlord with not less than two (2) business days advance Notice.

3.3 Installation of Tenant's Equipment. Tenant shall operate and maintain Tenant's Equipment on the Premises in accordance with good engineering practices and in strict conformance with all applicable FCC rules and regulations. The initial Installation of Tenant's Equipment shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Upon completion of Tenant's initial Installation, Tenant will provide to Landlord copies of as-built drawings of Tenant's Equipment installed on the Premises that show the actual location of all of Tenant's Equipment, which drawings shall provide a detailed inventory of all equipment or personal property of Tenant actually placed on or fixed to the Premises. Following Tenant's initial Installation, Tenant shall not add additional antennas or other receiving or broadcasting devices to the Premises without Landlord's prior written consent, which consent may be granted or denied in Landlord's sole, yet reasonable discretion. Tenant shall provide a list of frequencies to Landlord prior to its initial Installation of Tenant's Equipment, and, thereafter, notice to Landlord of any frequency or technology changes. Tenant may replace and modify equipment within the Premises as long as doing so does not increase the total weight of Tenant's equipment within the Premises beyond that associated with the three (3) initial and three (3) optional antennas

depicted on attached Exhibit C (the “**Approved Antennas**”), increase the number of antennas in excess of the Approved Antennas, or increase other receiving or broadcasting devices beyond the total specified on attached Exhibit C without incurring any increase in the then-current Rent or other modification of the terms and conditions set forth in this Agreement. Any modification to Tenant’s Equipment that increases the weight or requires new or increased attachment points on the Premises, or increases the number of antennas to more than the Approved Antennas will be accompanied by an evaluation, at Tenant’s expense, by a qualified professional acceptable to Landlord demonstrating that:

- (i) each additional item of Tenant’s Equipment will not interfere with existing uses on the Property or with proposed uses on the Property with a higher priority; and
- (ii) that any affected structure can support the additional weight of Tenant’s Equipment and that any connection will not damage the structural integrity of the Premises.

Landlord shall have thirty (30) days within which to review and approve any request by Tenant for Landlord’s approval or consent. Tenant shall provide Landlord with written Notice of each such request. If Landlord does not approve or deny a Tenant request with such thirty (30) day period, Tenant’s request shall be “deemed approved,” and Tenant shall have the right to proceed as through Landlord has expressly approved it. All requests to install additional antennas or other broadcasting or receiving devices beyond the Additional Antennas shall require, as a conditional of approval: i) compliance with all procedures, permits, and other requirements set for in this Agreement for Tenant’s Equipment; and ii) an amendment to this Agreement making a corresponding and proportionate increase in the Rent as a condition of approval.

To the extent Tenant erects any rings, railings or other supports for antennas, other users of the Property may also locate on such rings, railings or other supports provided such use does not physically or electronically interfere with Tenant’s antennas. If Landlord becomes aware of any damage done to the Premises, the Property, or the property of other occupants of the Property during Tenant’s Installation, construction, maintenance, or repair of Tenant’s Equipment, Landlord shall notify Tenant of the damage (“**Damage Notice**”). Tenant shall have within thirty (30) days after its receipt of the Damage Notice to inspect said damage for the purpose of confirming or denying that Tenant caused the damage. If Tenant either inspects and confirms that it caused the damage within the thirty (30) day period or elects not to inspect the damage within the thirty (30) day period, then Tenant shall repair the damage within thirty (30) days of the Damage Notice; provided, however, that Tenant shall have such additional time as may be needed to repair the damage if Tenant commences the repairs within the original thirty (30) day period and thereafter diligently pursues the repair work until completed. In the event that Tenant does not dispute the cause of the damage and fails to repair the damage within the time allotted hereinabove, Landlord may elect to repair the damage and Tenant will reimburse Landlord for the reasonable out-of-pocket costs paid by Landlord to third party contractors to repair the damage caused by Tenant within sixty (60) days of receipt of an itemized invoice and scope of work for the repairs. In the event of an Emergency, Landlord may elect to repair such damage after sending the Damage Notice to Tenant, provided that Landlord may commence the repair work prior to sending the Damage Notice if reasonably necessary under the circumstances. In the event that Tenant does not dispute the cause of the damage, Tenant will reimburse Landlord for the reasonable out-of-pocket costs paid by Landlord to third party contractors to repair the damage caused by Tenant within sixty (60) days of receipt of an itemized invoice and scope of work for the repairs. If Tenant reasonably disputes the claim that Tenant caused the damage, in whole or in part, and the Parties are unable to resolve the dispute within ninety (90) days of the Damage Notice, then either Party may pursue the remedies available to that Party at law or in equity.

3.4 Painting of Exterior Equipment. Antenna arrays, supports, and related exterior equipment must be painted off site, at Tenant’s expense, in the same color as the Tower, prior to initial installation. After installation, Tenant shall repaint such equipment, from time to time, so as to keep the paint in good condition and appearance. Each time Landlord decides to repaint the Tower, or any portion thereof, Landlord shall provide Tenant with not less than one hundred twenty (120) days’ notice of the day Landlord intends to commence painting and the color of the paint Landlord intends to use. Prior to the date painting is scheduled to commence, Tenant shall remove Tenant’s

Equipment from the area to be painted and repaint such equipment using the color selected by Landlord, all at Tenant's expense. After Landlord has completed its painting, Tenant shall promptly reinstall Tenant's Equipment, at Tenant's expense. Tenant shall be entitled to deploy and use a mobile structure, temporary power solution or other interim cell siting arrangement in a location mutually agreed upon by the Parties in good faith during any period that Tenant's Equipment has been removed to accommodate Landlord's painting. Under no circumstance, however, shall Rent abate. If Tenant's use of any temporary device requires Tenant to undergo re-zoning or re-permitting, Landlord shall not require Tenant to relocate Tenant's Equipment, absent an Emergency, until Tenant's receipt of all Governmental Approvals applicable to Tenant's use of the Temporary Location.

3.5 Tenant's Lease Not Exclusive. This Agreement between Tenant and Landlord does not grant Tenant the exclusive use of the Premises except as set forth in the User Priority schedule in Section 3.6(i)-(iii). Tenant's rights under this Agreement are subject to the rights of higher priority uses.

3.6 User Priority. Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Agreement is in effect, and Tenant's use shall be subordinate accordingly:

- (i) Landlord's non-commercial use;
- (ii) Public safety agencies, including law enforcement, fire, and ambulance services, that are not departments or agencies of the Landlord;
- (iii) Other governmental agencies where the non-commercial use is not related to public safety;
- (iv) Existing equipment/use of users including existing lessees by priority of first-in-time.
- (v) Tenant's use and equipment installed during the initial Installation.
- (vi) Future uses/equipment by users not listed above.

4. Utilities, Liens and Taxes.

4.1 Utilities. Tenant shall be solely responsible for cost of the electrical utilities used to power Tenant's Equipment. Tenant shall have its own utility meter installed in a mutually agreed upon location, and shall cause Tenant's utility usage is billed directly to Tenant by the applicable utility company. Tenant acknowledges it has been given the opportunity to inspect the Property and that Tenant has determined the Premises has existing electric, gas, telephone, cable or fiber utility sources sufficient for Tenant's Permitted Use.

4.2 Liens. Tenant will use commercially reasonable efforts to prevent any lien from attaching to the Property or any part thereof. If any lien is filed purporting to be for labor or material furnished or to be furnished at the request of Tenant or any of its contractors, then Tenant shall do all acts necessary to discharge such lien by payment, satisfaction or posting of bond within ninety (90) days of receipt of Notice of the same from Landlord; provided, that Tenant may contest any such lien if Tenant provides Landlord with cash or a letter of credit acceptable to Landlord, in its reasonable discretion, in the amount of 150% of said lien as security for its payment within such ninety (90) day period, and thereafter diligently contests such lien. If Tenant provides the required security but fails to pay a contested lien after final judgement in favor of the lien claimant, Landlord may use the security to pay the lien and reimburse Landlord for all reasonable attorneys' fees, court costs, and expenses incurred by Landlord.

4.3 Real Estate Taxes. Landlord shall pay all Taxes, if any, that accrue against the Property and/or Tower during the Term, which shall be deemed to be included as part of the Rent charged to Tenant. "**Taxes**" means any general real estate taxes or special assessments levied against the Property and/or Tower, or upon the rent due and payable hereunder, but shall not include any inheritance, estate, succession, income, profits or franchise tax. If any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the same at such times and in such manner as the taxing authority requires. Tenant shall be liable for all taxes levied or assessed against Tenant's personal property or Tenant's fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant.

5. Interference and Structure Damage.

5.1 Interference. Tenant will use best efforts to ensure that Tenant's Equipment will not cause measurable Interference (as defined below) with the electronic equipment, operations of, or other equipment installed at the Property as of the Effective Date and Tenant's licensed frequencies will not interfere with other existing users' licensed frequencies, provided that other existing users' frequencies are operating in accordance with Applicable Law and within such users' licensed frequency spectrum. Following Tenant's Installation, Landlord agrees not to install or to permit others to install any structure or equipment which would block or otherwise materially interfere with any transmission or reception by Tenant's Equipment (whether such blockage or interference is in the form of an emission, radiation, induction, harmonic, a physical barrier or otherwise ("**Interference**")) except by a user with higher priority as provided in Section 3.6(i-iii). If Interference with another user continues for a period more than seventy-two (72) hours following a Party's receipt of notification thereof, Landlord shall provide notice to the interfering party requiring it to cease operating and/or relocate the source of Interference or to reduce the power sufficiently to minimize the Interference until such Interference can be remedied. The Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of this Section 5.1, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

5.2 Structure Unfit For Tenant's Permitted Use. In the event that all or a substantial portion of the Tower is destroyed or damaged and as a result of such casualty the Tower is unfit for Tenant's occupancy in accordance with the Tenant's Permitted Use (as determined by Tenant in its reasonable discretion) and the Tower cannot be restored, or rebuilt, by Landlord within one hundred and eighty (180) days to a condition which is fit for Tenant's occupancy in accordance with the Tenant's Permitted Use (as determined by Tenant in its reasonable discretion), then Tenant may, within sixty (60) days after Tenant's receipt of the Casualty Notice (as defined below), elect to immediately terminate this Agreement by written Notice to Landlord without penalty or further obligation to Landlord, its employees, officers, agents or lenders (except as set forth to the contrary herein). Landlord shall inform Tenant whether Landlord intends to rebuild, repair or replace the Tower as soon as possible under the circumstances, but in all cases within sixty (60) days following the date of the casualty ("**Casualty Notice**"). In the event Tenant does not elect to terminate this Agreement and the Agreement is not terminated by Landlord as provided in Section 8.2(b)(i), then Landlord shall promptly commence and diligently pursue to completion the restoration or repair of the Tower in accordance with prevailing tower industry standards, at Landlord's sole cost and expense. If such restoration or repair cannot reasonably be undertaken without moving Tenant's Equipment, then, at Tenant's sole cost and expense, Tenant shall remove Tenant's Equipment from the Tower, thereafter replacing Tenant's Equipment on the Tower, at Tenant's sole expense, as soon as reasonably possible. Tenant shall be entitled to deploy and use a mobile structure, temporary power solution or other interim cell siting arrangement in a location mutually agreed upon by the Parties in good faith, in which case Rent shall not abate. If temporary deployment is not possible, in Tenant's reasonable judgement, Tenant shall be entitled to an abatement of its Rent obligation (and/or a pro rata refund of prepaid Rent, as applicable) until such time that the affected facility is replaced or otherwise restored to a condition fit for Tenant's occupancy in accordance with the Tenant's Permitted Use (as determined by Tenant in its reasonable discretion).

6. Maintenance and Repair Obligations.

6.1 Landlord Maintenance of the Tower. Subject to Section 5.2 above, Landlord shall at all times throughout the Term maintain, at its sole cost and expense, maintain the Tower and the Property where Tenant's Equipment is located in good operating condition and in compliance with Applicable Law. Except in the event of a bona fide emergency which is reasonably likely to result in damage or injury to persons, the Tower or the Property, Landlord shall not access, power down, move, modify or otherwise alter Tenant's Equipment without Tenant's prior written consent. Notwithstanding this Section 6.1, upon Notice from Landlord, Tenant shall pay to Landlord all additional Landlord expenses incurred in maintaining the Premises, including painting or other maintenance of the Structure, due to damage that is caused by Tenant's occupancy of the Premises. Tenant shall

pay Landlord for such expenses within sixty (60) days after Tenant's receipt of invoice and supporting documentation from Landlord.

6.2 Tenant Maintenance of Tenant's Equipment. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Equipment. Tenant agrees to perform all maintenance, repair or replacement of Tenant's Equipment ("**Tenant Maintenance**") in accordance with Applicable Law, and in a good and workmanlike manner. Tenant acknowledges and agrees that Tenant shall not be permitted to conduct Tenant Maintenance in a manner that would materially increase the size of the Premises. Tenant's Equipment exterior equipment shall, at all times, be painted the same color as the Tower or other mounting location, at Tenant's expense.

7. Surrender and Hold Over.

7.1 Surrender. Except as set forth to the contrary herein, within ninety (90) days following the expiration or termination of the Term of this Agreement (including any period(s) of renewal or extension) (the "**Equipment Removal Period**"), Tenant shall, at its expense, remove Tenant's Equipment, repair any damage caused by such removal, and surrender the Premises to Landlord in a condition similar to that which existed on the Commencement Date, normal wear and tear excepted; provided, however, that Tenant may be relieved of its obligation to remove equipment or other objects below the surface of the Property (such as cables or concrete) if, with Landlord's written agreement based on the opinion of Landlord's City Engineer, it is determined that the removal of such buried equipment or concrete would significantly damage the remaining structures on the Premises or materially decrease the lateral support necessary to support the Tower. In such case, Tenant must disconnect from electrical current, locate with reasonable certainty, and provide accurate drawings showing the actual location of any such remaining buried equipment. Rent will accrue during the Equipment Removal Period; provided, however, that if Tenant fails to remove Tenant's Equipment during the Equipment Removal Period, Tenant will be deemed to be in Hold Over (as defined in Section 7.2 below) until such time as Tenant removes Tenant's Equipment from the Premises in accordance with this Section 7.1. Nothing herein, however, shall prohibit Tenant from accessing the Premises of removing all or any portion of Tenant's Equipment from the Premises at any time during the Term or the Equipment Removal Period. Tenant shall repair any damage to the Premises caused by the removal of Tenant's Equipment.

7.2 Holding Over. If Tenant occupies the Premises beyond the Equipment Removal Period without Landlord's written consent ("**Hold Over**"), Tenant will be deemed to occupy the Premises on a month-to-month basis, terminable by either Party on thirty (30) days' written Notice to the other Party, and all of the terms and provisions of this Agreement shall be applicable during that period, except that Tenant shall pay Landlord a rental equal to one hundred twenty-five percent (125%) of the monthly Rent applicable hereunder at the expiration of the Term or applicable Renewal Term, prorated for the number of days of such holding over. Notwithstanding anything herein to the contrary, Landlord's acceptance of Rent during Hold Over shall not prevent Landlord from exercising any remedy to regain immediate possession of the Premises as allowed by Applicable Law.

8. Default, Remedies and Termination.

8.1 Default. If any one (1) or more of the following events (each, an "**Event of Default**") occurs during the Term, then the non-defaulting Party may elect one or more of the remedies set forth below in this Section 8 or seek any other remedy available at law or in equity:

(a) a Party's failure to make any payment required by this Agreement within twenty (20) days after the date it is due;

(b) failure by either Party to observe or perform any of the covenants or other provisions of this Agreement to which either Party is bound by this Agreement where such failure continues for a period of thirty (30) days after written Notice thereof from the non-defaulting Party, provided, however, that if the event for

which the Notice is given is of a nature that may not be reasonably cured within said thirty (30) day period, then such Party shall not be in default for so long as such Party commences to cure the failure within the thirty (30) day period and diligently pursues it to conclusion;

(c) either Party files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; or

(d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

8.2 Remedies and Termination. Upon the occurrence of any uncured Event of Default, the non-defaulting Party may thereafter terminate this Agreement immediately upon written Notice to the other Party without prejudice to any other remedies the non-defaulting Party may have at law or in equity.

(a) Tenant shall have the right, but not the obligation, to terminate this Agreement without further liability upon thirty (30) days prior written Notice to Landlord due to any one or more of the following:

- (i) changes in Applicable Law which prohibit or materially impairs Tenant's ability to operate Tenant's Equipment at the Premises;
- (ii) Tenant, in good faith, determines that Tenant's Permitted Use of the Premises is obsolete or unnecessary and Tenant pays Landlord an amount equal to three (3) month's Rent (at the then current rate) as a termination fee when Notice is given; or
- (iii) Landlord or a third party installs any structure, equipment, or other item on the Structure, Property or an adjacent property, which blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Equipment for Tenant's Permitted Use. Additionally, Tenant shall have the right, but not the obligation, to terminate this Agreement without further liability upon thirty (30) days prior written Notice to Landlord if Tenant is unable to install Tenant's Equipment due to the condition of the Tower.

(b) Landlord shall have the right, but not the obligation to terminate this Agreement with thirty (30) days prior written notice upon the occurrence of any of the following conditions:

- (i) if Landlord determines that the Tower is structurally unsound based on an examination and good faith determination by the City of Waconia Engineer;
- (ii) if Landlord determines that a potential user with a higher priority under Section 3.6(i-iii) above cannot find another adequate location; or
- (iii) if Landlord determines that Tenant's Equipment unreasonably interfere with another user with a higher priority, regardless of whether or not such an interference was predicted in the initial interference study that was part of the application process, and such interference cannot be remedied in accordance with the Agreement.

9. Limitation of Liability and Indemnification.

9.1 Limitation of Liability. NEITHER PARTY NOR ANY OF ITS AGENTS, CONTRACTORS OR EMPLOYEES, SHALL BE LIABLE TO THE OTHER PARTY OR ANY PERSON CLAIMING THROUGH THAT PARTY FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS CAUSED BY OR

RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT PARTY, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

9.2 Tenant's Indemnity. Except to the extent caused by the breach of this Agreement by Landlord or the acts or omissions of Landlord, its officers, agents, employees, contractors, or any other person or entity for whom Landlord is legally responsible, Tenant shall defend, indemnify and hold Landlord and its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all third-party claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising directly or indirectly out of: (i) any act or omission of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible; (ii) Tenant's failure to (1) locate and disconnect or (2) remove any buried cables during the Equipment Removal Period as set forth in Section 7.1 (iii) a breach of any representation, warranty or covenant of Tenant contained or incorporated in this Agreement; or (iv) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of hazardous substances regulated by Applicable Law in, on, about, adjacent to, under or near the Premises and/or the Property by Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible. Tenant's obligations under this Section 9.2 shall survive the expiration or earlier termination of this Agreement.

9.3 Landlord's Indemnity. Subject to the limitations found in Minnesota Statutes, Chapter 466, and except to the extent caused by the breach of this Agreement by Tenant or the acts or omissions of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible, Landlord shall defend, indemnify and hold Tenant, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all third-party claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising directly or indirectly out of: (i) any act or omission of Landlord, its officers, agents, employees, contractors or any other person or entity for whom Landlord is legally responsible; (ii) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Agreement; and/or (iii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of hazardous substances regulated by Applicable Law in, on, about, adjacent to, under or near the Premises and/or the Property by Landlord, its officers, agents, employees, contractors, or any other person or entity for whom Landlord is legally responsible. Landlord's obligations under this Section 9.3 shall survive the expiration or earlier termination of this Agreement.

9.4 Indemnification Procedure. The Party seeking indemnification (the "**Indemnified Party**") shall promptly send Notice to the Party from whom indemnification is being sought (the "**Indemnifying Party**") of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any admission as to liability or agree to any settlement of or compromise any claim without the prior written consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party's request and expense, give the Indemnifying Party all reasonable assistance in connection with such negotiations and litigation.

10. Insurance.

10.1 Landlord Obligations. Throughout the Term, Landlord shall maintain, at Landlord's sole cost and expense, property insurance coverage for the Property as Landlord may reasonably determine is normal and customary for substantially similar properties. All insurance required of Landlord hereunder may be maintained by a blanket or master policy that includes properties other than the Property. Tenant acknowledges it has reviewed Landlord's current certificate of insurance and found it acceptable.

10.2 Tenant Obligations. Throughout the Term, Tenant shall maintain, at Tenant's sole cost and expense, the following insurance coverage: (i) workers' compensation insurance with no less than the minimum limits required by Applicable Law; (ii) employer's liability insurance with such limits as required by Applicable Law; (iii) Commercial General Liability with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate

(including completed operations coverage), (iv) Commercial Automobile Liability coverage in the amount of \$1,000,000 combined single limit each accident for Bodily Injury Liability and Property Damage Liability covering all owned, non-owned, and hired automobiles, and (v) property insurance coverage for the full replacement value of Tenant's Equipment and any related property. All such policies shall be endorsed to include Landlord as additional insured and shall be endorsed with a provision requiring written notice to Landlord thirty (30) days in advance of the termination of the policy for any reason, except non-payment, which ten (10) days is required. Prior to the Commencement Date and upon Landlord's request thereafter, Tenant shall provide a certificate of insurance evidencing such coverages.

10.3 Insurance Requirements. All policies required to be maintained by this Section 10 shall be issued by insurers that are (1) licensed to do business in the state in which the Property are located, and (2) rated A- or better by Best's Key Rating Guide.

10.4 Waiver of Subrogation. To the fullest extent permitted by law, Landlord and Tenant for themselves and any and all parties claiming under or through them, including, without limitation, their respective insurers, hereby mutually release and discharge each other and the other's Affiliates, and their respective officers, directors, shareholders, agents, employees, contractors, and/or any other person or entity for whom a Party is legally responsible from any claims for damage to any person or to the Premises or any other real or personal property that are or are claimed to have been caused by or result from risks insured against under any insurance policies carried by the waiving party and in force at the time of such damage and hereby waive any right of subrogation that might otherwise exist in or accrue to any person on account thereof. All policies required to be carried by either Party herein shall contain an endorsement in favor of the other Party waiving the insurance company's right of subrogation against such other Party. THIS RELEASE SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF A PARTY HERETO OR BY ANY PERSON FOR WHICH SUCH PARTY IS RESPONSIBLE. EACH PARTY AGREES TO NOTIFY ITS INSURANCE CARRIER(S) OF THIS PROVISION.

11. Representations and Warranties.

(a) Landlord represents, warrants and covenants that:

- (i) Landlord has good and sufficient title and interest to the Premises, whether by ownership, license, lease or otherwise and has the right to grant the rights set forth in this Agreement; and
- (ii) There are no covenants, easements or restrictions that prevent the use of the Premises for Tenant's Permitted Use.

(b) Tenant and Landlord each represent, warrant and covenant to the other Party that:

- (i) it is a duly constituted organization (corporation, limited partnership, limited liability company, partnership, non-profit corporation, etc.) in good standing in its State of organization and qualified to do business in the State in which the Premises is located to the extent required by Applicable Law;
- (ii) it has filed all forms, reports, fees and other documents necessary to materially comply with Applicable Laws as and when due;
- (iii) it has all rights, power and authority necessary to enter into and to execute and deliver this Agreement and to perform its obligations (and in the case of Landlord grant any rights) hereunder;
- (iv) neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby or thereby will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which it or any of its Affiliates are subject;

- (v) the transaction contemplated by this Agreement does not require the consent of any other party, will not result in a breach of or default under any third-party agreement, and will not otherwise cause any such third party agreement to cease to be legal, valid, binding, enforceable and in full force and effect; and
- (vi) it will comply with all federal, state, and local laws in connection with any substances brought on to the Property and/or Structure that are identified as toxic or hazardous by any Applicable Law, ordinance or regulation (“**Hazardous Substance**”). In no event shall a party have any liability whatsoever for any Hazardous Substance that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property and/or Structure by the other party to this Agreement, its agents, employees, contractors or invitees.

12. Miscellaneous.

12.1 Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written approval of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant may assign or transfer substantially all of its rights and/or obligations under the Agreement to: (i) an Affiliate; or (ii) a successor entity to its business, whether by merger or by sale of all or substantially all of its assets, provided Tenant provides Landlord with not less than thirty (30) days written notice prior to such assignment or transfer (except where law prohibits prior notice, in which case notice shall be given as soon as notice is permitted by law), the assignee/transferee agrees to assume all Tenant obligations under this Agreement, and Landlord is provided with an updated insurance certificate evidencing the coverages required by Section 10. For clarity, and the avoidance of doubt, neither: (a) a change in ownership of Tenant as a result of a merger, consolidation or reorganization; nor (b) the sale of all or substantially all of the assets of Tenant shall be considered an assignment under this Section 12.1 requiring Landlord’s consent, and Landlord shall have no right to delay, alter or impede any of the foregoing transactions.

12.2 Rights Upon Sale of Premises or Tower. Should Landlord, at any time during the Term, sell or transfer all or any part of the Premises or the Tower thereon to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant’s rights under the terms of this Agreement in a written instrument signed by Landlord and the third party transferee, and in such case, be released for any liability accruing after the date of transfer.

12.3 Subordination and Non-Disturbance. At Landlord’s option, this Agreement shall be subordinate to any mortgage, deed of trust, or other security agreement (each a “**Mortgage**”) by Landlord which, from time to time, may encumber all or part of the Property; provided, however, the lender under every such Mortgage shall, in the event of a foreclosure of Landlord’s interest, recognize the validity of this Agreement and Tenant’s right to remain in occupancy of and have access to the Premises, as long as no Event of Default by Tenant exists under this Agreement. If the Property is encumbered by a Mortgage as of the Effective Date, then Landlord shall, promptly following Tenant’s request, obtain and furnish to Tenant a non-disturbance agreement, in recordable form, for each such Mortgage. If Landlord defaults in any payment or other performance obligations under any Mortgage encumbering the Property, Tenant may, at its option (but without any obligation), cure or correct such default and, upon doing so, Tenant may offset the full amount against any Rent or other amount owed by Tenant to Landlord under this Agreement.

12.4 Condemnation. If all or any portion of the Premises is condemned, taken by a Governmental Authority or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain (each, a “**Taking**”), either Party hereto shall have the right, but not the obligation, to terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant’s liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of said date, and any prepaid rent shall be returned to Tenant. If this Agreement is not terminated as herein provided, then it shall continue in full force and effect, and Landlord shall, within a reasonable

time after possession is physically taken by the condemning authority restore the remaining portion of the Premises to render it reasonably suitable for the uses permitted by this Agreement and the Rent shall be proportionately and equitably reduced. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys' fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award from the condemning authority for (i) the value of Tenant's leasehold interest; (ii) the value of Tenant's Equipment or other personal property of Tenant; (iii) Tenant's relocation expenses; and (iv) damages to Tenant's business incurred as a result of such Taking.

12.5 Recording. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease that Tenant may record, at Tenant's sole cost and expense, with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only, and bears no reference to commencement of either the Term or rent payments of any kind.

12.6 Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, lockouts, pandemics, labor troubles, acts of God, accidents, technical failure governmental restrictions, insurrections, riots, enemy act, war, civil commotion, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty ("**Force Majeure**"). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the Rent herein reserved, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Agreement immediately upon Notice to the affected Party.

12.7 Successors and Assigns. The respective rights and obligations provided in this Agreement shall bind and shall inure to the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. No rights however, shall inure to the benefit of any assignee, unless such assignment shall have been made in accordance with Section 12.1 of this Agreement.

12.8 Governing Law and Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the State of Minnesota. The venue for any legal proceeding arising under this Agreement shall be the State or Federal Courts with jurisdiction over Carver County, Minnesota. Landlord and Tenant acknowledge and agree that they and their counsel have reviewed, or have been given a reasonable opportunity to review, this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

12.9 Person; Gender; Number; Section Headings. As used in this Agreement, the word "person" means and includes, where appropriate, an individual, corporation, partnership or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall include any other gender. The section and paragraph headings contained in this Agreement are solely for reference purposes, and shall not affect in any way the meaning or interpretation of this Agreement.

12.10 Severability. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in

part, of any other provision. In the event that a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

12.11 Waiver. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise.

12.12 Notice. Unless explicitly set forth to the contrary herein, all notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing and must be sent by facsimile transmission (solely in the case of notices or requests sent to Tenant) or by first-class certified mail, postage prepaid, or by overnight courier service, charges prepaid, to the party to be notified, addressed to such party at the address(es) or fax number(s) set forth below, or such other address(es) or fax number(s) as such Party may have substituted by written notice (given in accordance with this Section 12.12) to the other Party ("**Notice**"). The sending of such Notice with confirmation of receipt of the complete transmission (in the case of facsimile transmission) or the receipt of such Notice (in the case of delivery by first-class certified mail or by overnight courier service) will constitute the giving thereof.

If to be given to Landlord:

City of Waconia, Minnesota
Attn: City Administrator

If by overnight courier service:
201 South Vine Street
Waconia, MN 55387

If by first-class certified mail:
201 South Vine Street
Waconia, MN 55387

If to be given to Tenant:

DISH Wireless L.L.C.
Attn: Lease Administration/ MNMSP00413C
5701 South Santa Fe Drive
Littleton, Colorado 80120

12.13 Entire Agreement. This Agreement sets forth the entire, final and complete understanding between the Parties hereto relevant to the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, relevant to the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.14 Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the Term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.15 Counterparts. This Agreement may be executed in any number of identical counterparts and, as so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are

not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.16 Attorneys' Fees. If an action is brought by either Party for breach of any lease covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, expenses and reasonable attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.

12.17 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

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

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

LANDLORD:

CITY OF WACONIA, MINNESOTA

By: _____

Name: _____

Its: _____

TENANT:

DISH WIRELESS L.L.C.

By: _____

Name: 
Richard Leitao
SVP, National Development

Its: ~~DISH Wireless~~

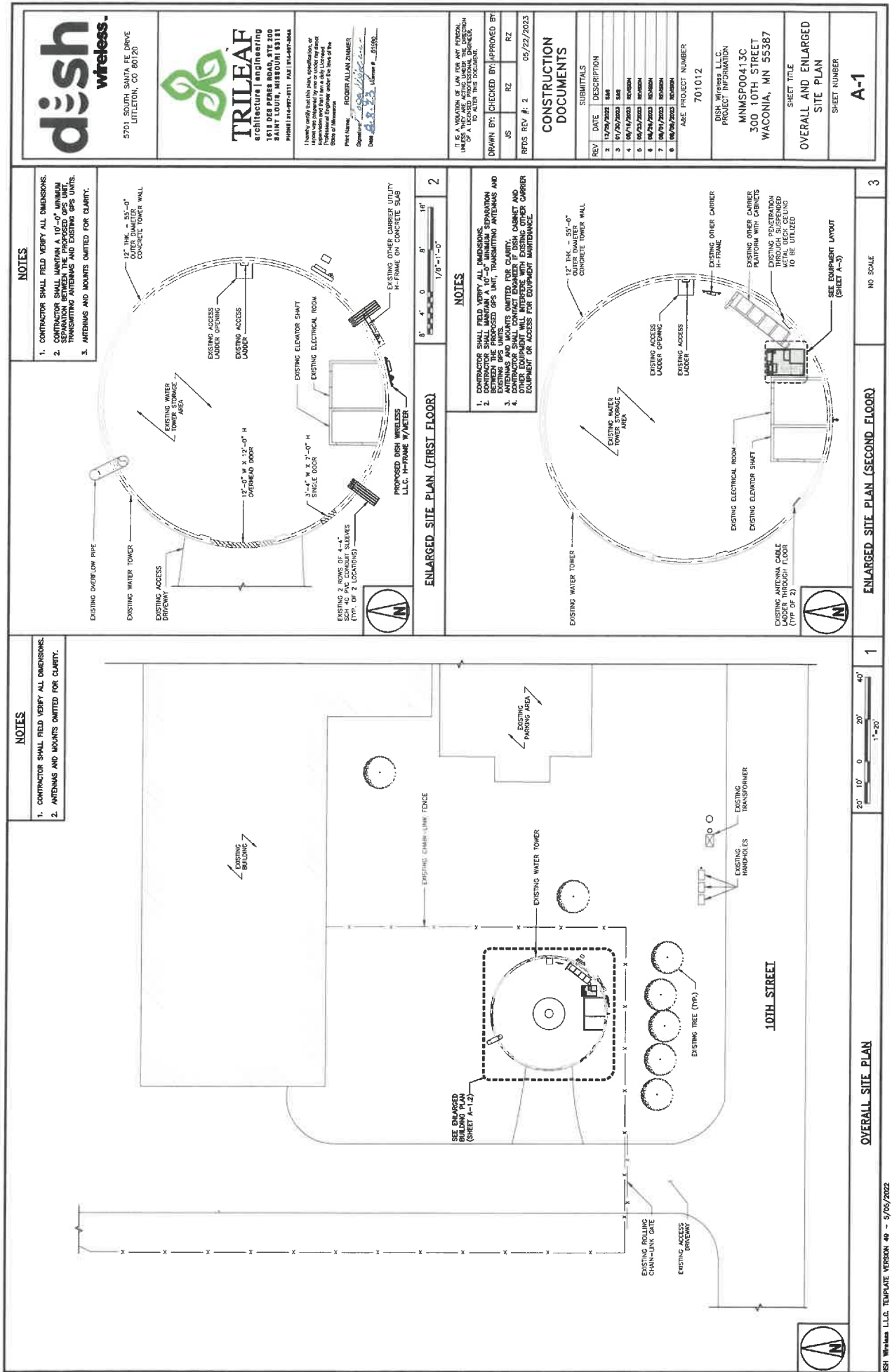
EXHIBIT A

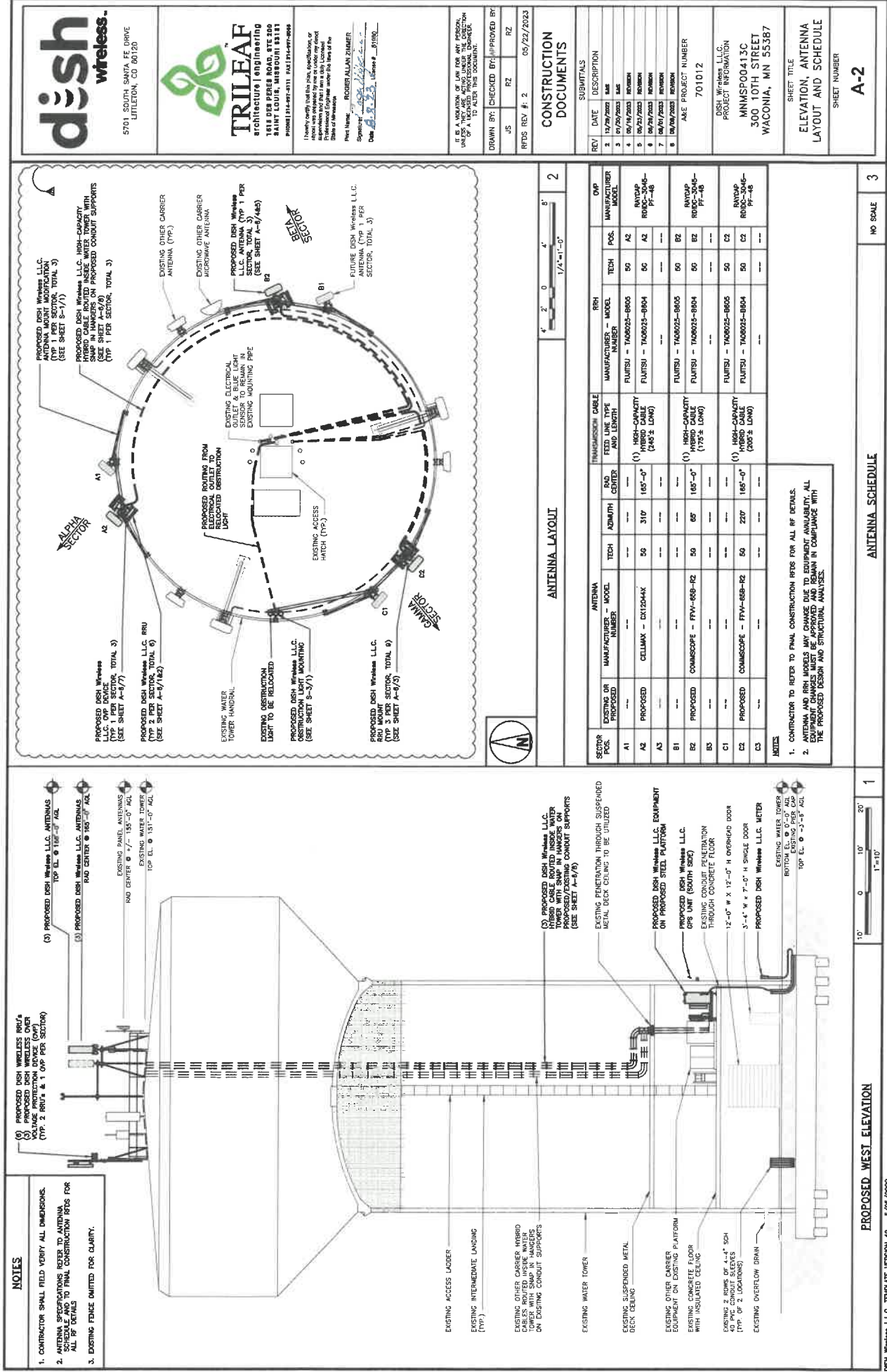
LEGAL DESCRIPTION OF PROPERTY

S 130' of the W 215' of Lot 3, Block 1 1, PINE BUSINESS PARK, Carver County, Minnesota

EXHIBIT B
INSTALLATION PLANS

[See Attached]





5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120		TRILEAF architecture engineering 1415 S. W. 10TH AVE., SUITE 200 MIAMI, FL 33135 PH: 305-442-4311 FAX: 305-442-4305		I hereby certify that this plan, specification, or contract was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Florida. Project Name: <u>ROGER ALAN ZIMMER</u> <u>Signature</u> <u>Date</u> <u>05/22/2023</u> License # <u>31892</u>		IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT. DRAWN BY: <u> </u> CHECKED BY: <u> </u> APPROVED BY: <u> </u> JS RZ RZ RPSD REV # 2 05/22/2023		CONSTRUCTION DOCUMENTS <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>2</td> <td>12/29/2022</td> <td>SAS</td> </tr> <tr> <td>3</td> <td>01/20/2023</td> <td>SAS</td> </tr> <tr> <td>4</td> <td>05/16/2023</td> <td>REVISION</td> </tr> <tr> <td>5</td> <td>05/22/2023</td> <td>REVISION</td> </tr> <tr> <td>6</td> <td>05/22/2023</td> <td>REVISION</td> </tr> <tr> <td>7</td> <td>05/22/2023</td> <td>REVISION</td> </tr> <tr> <td>8</td> <td>05/22/2023</td> <td>REVISION</td> </tr> </table> AKS PROJECT NUMBER 701012 DISH Wireless LLC. PROJECT INFORMATION MNMSP00413C 300 10TH STREET WACONIA, MN 55387 SHEET TITLE EQUIPMENT DETAILS SHEET NUMBER A-4		REV	DATE	DESCRIPTION	2	12/29/2022	SAS	3	01/20/2023	SAS	4	05/16/2023	REVISION	5	05/22/2023	REVISION	6	05/22/2023	REVISION	7	05/22/2023	REVISION	8	05/22/2023	REVISION
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CHARLES INDUSTRY HEX CUBE-PW639135N4 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DIMENSIONS (HxWxD)</td> <td>74"x32"x32"</td> </tr> <tr> <td>POWER PLANT</td> <td>-48VDC 48V/600W</td> </tr> <tr> <td>TOTAL WEIGHT (EMPTY)</td> <td>400 lbs</td> </tr> </table>		DIMENSIONS (HxWxD)	74"x32"x32"	POWER PLANT	-48VDC 48V/600W	TOTAL WEIGHT (EMPTY)	400 lbs	RAYCAP PPC RDIAC-2463-P-240-MTS <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>ENCLOSURE DIMENSIONS (HxWxD)</td> <td>36"x22.865"x12.583</td> </tr> <tr> <td>WEIGHT</td> <td>80 lbs</td> </tr> <tr> <td>OPERATING AC VOLTAGE</td> <td>240/120 1 PHASE 3W+G</td> </tr> </table>		ENCLOSURE DIMENSIONS (HxWxD)	36"x22.865"x12.583	WEIGHT	80 lbs	OPERATING AC VOLTAGE	240/120 1 PHASE 3W+G	SQUARE D SAFETY SWITCHES D224NRB <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>ENCLOSURE DIM (HxWxD)</td> <td>29.25"x18.00"x6.50"</td> </tr> <tr> <td>ENCLOSURE TYPE</td> <td>NEMA 3R RAINPROOF</td> </tr> <tr> <td>UL LISTED</td> <td>FILE E-28975</td> </tr> </table>		ENCLOSURE DIM (HxWxD)	29.25"x18.00"x6.50"	ENCLOSURE TYPE	NEMA 3R RAINPROOF	UL LISTED	FILE E-28975	CHARLES CFIT-PF2020DSH1 FIBER TELCO ENCLOSURE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>ENCLOSURE DIMS (HxWxD)</td> <td>20"x20"x10"</td> </tr> <tr> <td>ENCLOSURE WEIGHT</td> <td>20 lbs</td> </tr> <tr> <td>MOUNTING</td> <td>WALL</td> </tr> <tr> <td>COMPLIANCE</td> <td>TYPE 4</td> </tr> </table>		ENCLOSURE DIMS (HxWxD)	20"x20"x10"	ENCLOSURE WEIGHT	20 lbs	MOUNTING	WALL	COMPLIANCE	TYPE 4
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EATON METER SOCKET UNRRS213BEUSE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DIMENSIONS (HxWxD)</td> <td>14"x12"x4"</td> </tr> <tr> <td>TYPE</td> <td>RING</td> </tr> <tr> <td>AMPERAGE RATING</td> <td>200 CONT. AMP</td> </tr> <tr> <td>WEIGHT</td> <td>18 lbs</td> </tr> </table>		DIMENSIONS (HxWxD)	14"x12"x4"	TYPE	RING	AMPERAGE RATING	200 CONT. AMP	WEIGHT	18 lbs	NOT USED		NOT USED		NOT USED																			
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DENVER, CO 80202
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I hereby certify that this plan, specification, or schedule was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Colorado.

Print Name: ROGER ALAN ZIMMER
Signature: [Signature]
Date: 05/22/2023 License # 03590

IT IS A VIOLATION OF LAW FOR ANY PERSON TO REPRODUCE OR TRANSMIT ANY INFORMATION, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY: JS CHECKED BY: RZ APPROVED BY: RZ

RTDS REV # 2 05/22/2023

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
1	12/29/2022	ISS
2	01/20/2023	ISS
3	01/20/2023	ISS
4	04/14/2023	REVISION
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7	04/27/2023	REVISION
8	04/27/2023	REVISION

AGE PROJECT NUMBER: 701012

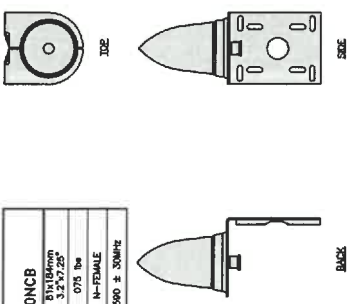
DISH Wireless LLC
PROJECT INFORMATION
MNMSP00413C
300 10TH STREET
WACONIA, MN 55387

EQUIPMENT DETAILS

SHEET NUMBER: **A-5**

GPS DETAIL

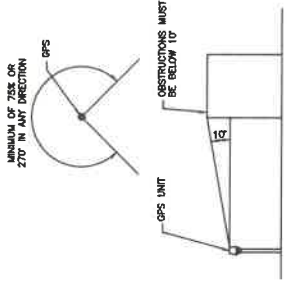
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GPS DETAIL

GPS MINIMUM SKY VIEW REQUIREMENTS

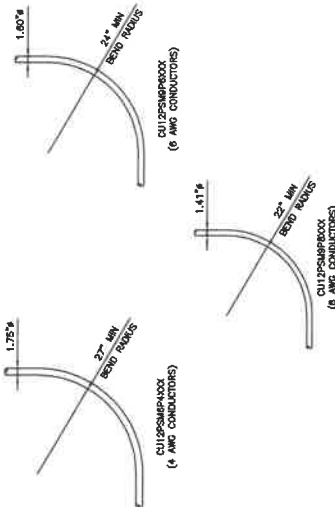
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GPS MINIMUM SKY VIEW REQUIREMENTS

CABLES UNLIMITED HYBRID CABLE MINIMUM BEND RADII

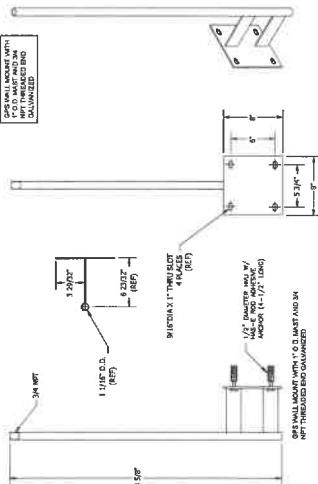
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CABLES UNLIMITED HYBRID CABLE MINIMUM BEND RADII

GPS WALL MOUNT DETAIL

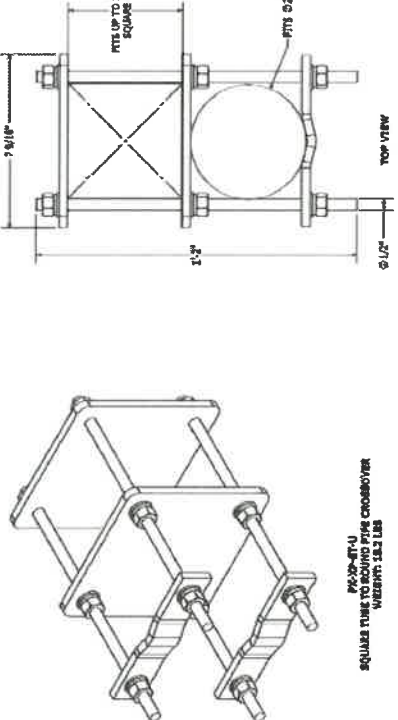
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GPS WALL MOUNT DETAIL

ANTENNA MOUNT SPECIFICATION

NO SCALE 5



ANTENNA MOUNT SPECIFICATION

CONSTRUCTION DOCUMENTS

NO SCALE 6



CONSTRUCTION DOCUMENTS

 5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120		 TRILEAF Architecture Engineering 1118 PETERSBURG ROAD, STE 100 BAY LAKE, OHIO 44003 PHONE 1 (440) 431-1321 FAX 1 (440) 431-1322 I hereby certify that the plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Ohio. Print Name: ROBERT ALLAN ZUMER Signature:  Date: 5/13/2023 License # 31870		IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE AGING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT. DRAWN BY: CHECKED BY: APPROVED BY: JS RZ RZ RFOS REV # 2 05/22/2023		CONSTRUCTION DOCUMENTS <table border="1"> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>12/29/2022</td> <td>SAB</td> </tr> <tr> <td>2</td> <td>01/29/2023</td> <td>SAB</td> </tr> <tr> <td>3</td> <td>04/14/2023</td> <td>REVISION</td> </tr> <tr> <td>4</td> <td>04/27/2023</td> <td>REVISION</td> </tr> <tr> <td>5</td> <td>04/27/2023</td> <td>REVISION</td> </tr> <tr> <td>6</td> <td>04/27/2023</td> <td>REVISION</td> </tr> <tr> <td>7</td> <td>04/27/2023</td> <td>REVISION</td> </tr> <tr> <td>8</td> <td>04/27/2023</td> <td>REVISION</td> </tr> </table> ABE PROJECT NUMBER 701012 DISH Wireless LLC PROJECT INFORMATION MMWSP00413C 300 10TH STREET WACONIA, MN 55387 SHEET TITLE EQUIPMENT DETAILS SHEET NUMBER A-6		REV	DATE	DESCRIPTION	1	12/29/2022	SAB	2	01/29/2023	SAB	3	04/14/2023	REVISION	4	04/27/2023	REVISION	5	04/27/2023	REVISION	6	04/27/2023	REVISION	7	04/27/2023	REVISION	8	04/27/2023	REVISION
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SABRE SINGLE Z-BRACKET C10123151 <table border="1"> <tr> <th>DIMENSIONS (MM/IN)</th> <th>5'x20"x1-13/16"</th> </tr> <tr> <th>WEIGHT (FULL ASSEMBLY)</th> <td>13.41 lbs</td> </tr> <tr> <th>PACKAGE QUANTITY</th> <td>2</td> </tr> </table> DESCRIPTION RRH Z BRACKET, 3/16" 1/2-BOLT ASSEMBLY, 1/2" FOR 2-5/8" PPE NOTE: OR DISH Wireless LLC APPROVED EQUIPMENT		DIMENSIONS (MM/IN)	5'x20"x1-13/16"	WEIGHT (FULL ASSEMBLY)	13.41 lbs	PACKAGE QUANTITY	2	RRH MOUNT DETAIL NO SCALE 3		JMA ANTENNA MOUNT BRACKET #91900318 <table border="1"> <tr> <th>TOTAL WEIGHT (WITH BRACKETS)</th> <td>18 lbs (8.18 kg)</td> </tr> <tr> <th>POLE DIAMETER RANGE</th> <td>2.5" TO 4.5"</td> </tr> </table> NOTE: KIT #91900318: TOP AND BOTTOM BRACKETS FOR 4'-8", AND 8-FOOT ANTENNAS ANTENNA BRACKET NOT PART OF KIT NOTE: OR DISH Wireless LLC APPROVED EQUIPMENT		TOTAL WEIGHT (WITH BRACKETS)	18 lbs (8.18 kg)	POLE DIAMETER RANGE	2.5" TO 4.5"	ANTENNA BRACKET DETAIL NO SCALE 6																		
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RAYCAP R01DC-3045-PF-48 DC SURGE PROTECTION (OVP) <table border="1"> <tr> <th>DIMENSIONS (MM/IN)</th> <th>16.05"x14.55"x6.46"</th> </tr> <tr> <th>WEIGHT</th> <td>21.05 LBS</td> </tr> </table> PLAN FRONT BACK SIDE		DIMENSIONS (MM/IN)	16.05"x14.55"x6.46"	WEIGHT	21.05 LBS	CONDUIT SUPPORT DETAIL NO SCALE 8		EXISTING WALL OR FLOOR 1" Ø1000 UNBROKEN OR APPROVED EQUAL HYBRID CABLES W/ STANDARD OR SNAP-IN HANGERS ATTACH W/ (2) 3/8" HELIX ANCHOR (MIN EMB. DEPTH = 1'-5/8")		ANTENNA DETAIL NO SCALE 7																								
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5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



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architecture | engineering
1816 DES PERES ROAD, STE 200
SAINT LOUIS, MISSOURI 63131
PHONE | 314-997-4111 FAX | 314-997-5988

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Name: ROGER ALLAN ZIMMER
 Signature: [Signature]
 Date: 8-23 Month: August Year: 2000

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UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT

DRAWN BY:	CHECKED BY:	APPROVED BY:
IS	07	07

RFDS REV #: 2 05/22/2023

CONSTRUCTION
DOCUMENTS

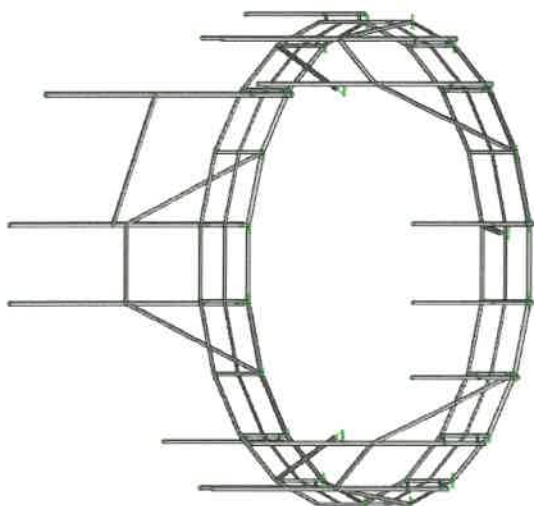
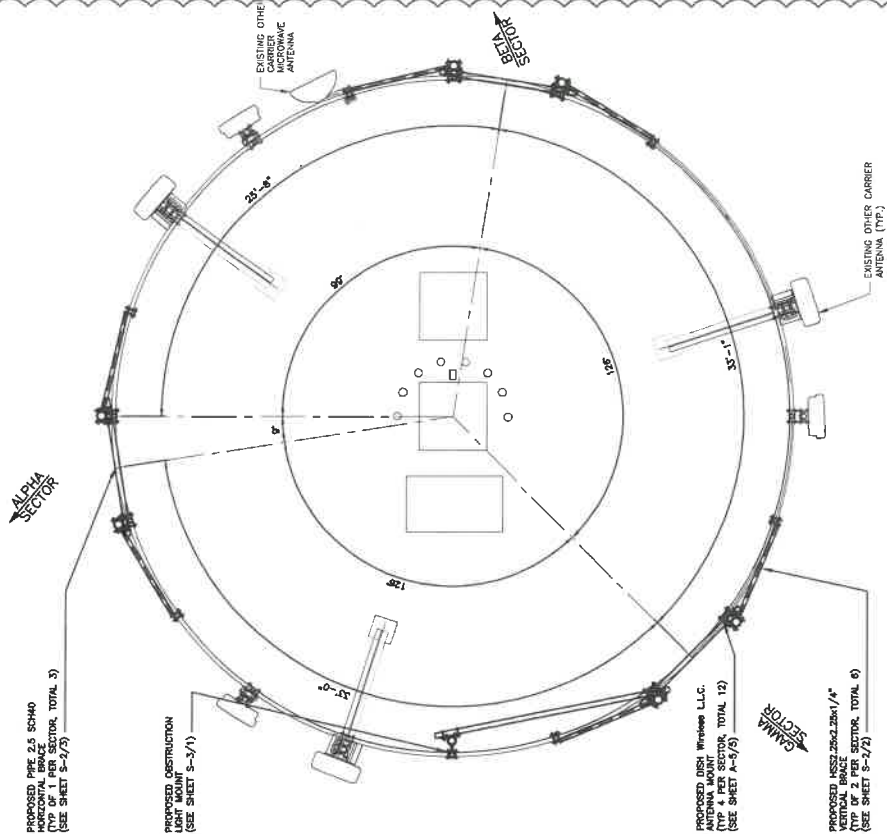
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6	06/26/2023	REVISION	
7	06/27/2023	REVISION	
8	06/29/2023	REVISION	

AME PROJECT NUMBER
701012

DISH Wireless, L.L.C.
PROJECT INFORMATION
MNMSPO0413C
300 10TH STREET
WACONIA, MN 55387

SHEET TITLE
HANDRAIL MODIFICATION
PLAN & NOTES

S-1



ISOMETRIC VIEW OF MODIFICATION

NO SCALE

Notes:

- PAINTING AND REPAIRS DUE TO THE PROPOSED HANGAR MODIFICATIONS WILL NEED TO BE DONE PER JURISDICTION COATING SYSTEMS FOR TELECOMMUNICATIONS EQUIPMENT (LIGHT COLOR).
- ALL UNPAINTED SURFACES MUST BE PROTECTED FROM EFFECTS FROM THE INSTALLATION OF THE MODIFICATIONS INCLUDING ANY CABLEING AND METAL SHAWINGS PRODUCED. NO LAUNCH TO THE USE OF WELD BLANKETS. ALL METAL SHAWINGS AND DEBRIS ARE TO BE CLEANED UP AND PROPERLY DISPOSED OF.
1. DSH Wireless, LLC MUST NOT ALTER ANY CABLEING OR MOUNTS FOR THE EXISTING OMNI, MICROWAVE OR WIRELESS ANTENNAS DURING THE INSTALLATION OF THE PROPOSED EQUIPMENT AND HANGAR MODIFICATIONS.
- FOR COOL WEATHER PAINT REPAIRS AS DEFINED BY AWS 5.12, TOUCH UP WITH COOL GALVANNEZ PAINT. PERMANENT REPAIRS MUST BE COMPLETED WHEN WARMER WEATHER PERMITS AND BE DONE PER SHI COATING SPECIFICATIONS.
2. DSH Wireless, LLC WILL BE RESPONSIBLE FOR ANY AREAS OF THE WATER TOWER DAMAGED FROM THE ASSOCIATED HANGAR MODIFICATIONS AND INSTALLATIONS. REPAIRS MUST BE COMPLETED WITHIN 30 DAYS OF THE DATE OF THE NECESSARY REPAIR AND IN A MANNER APPLICABLE TO THE CITY.
- NO DRILLING OR CUTTING OUT OF STEEL CEILING WILL BE PERMITTED. DSH Wireless LLC, SHALL UNLIZE EXISTING CEILING PENETRATIONS BY THE CITY AND

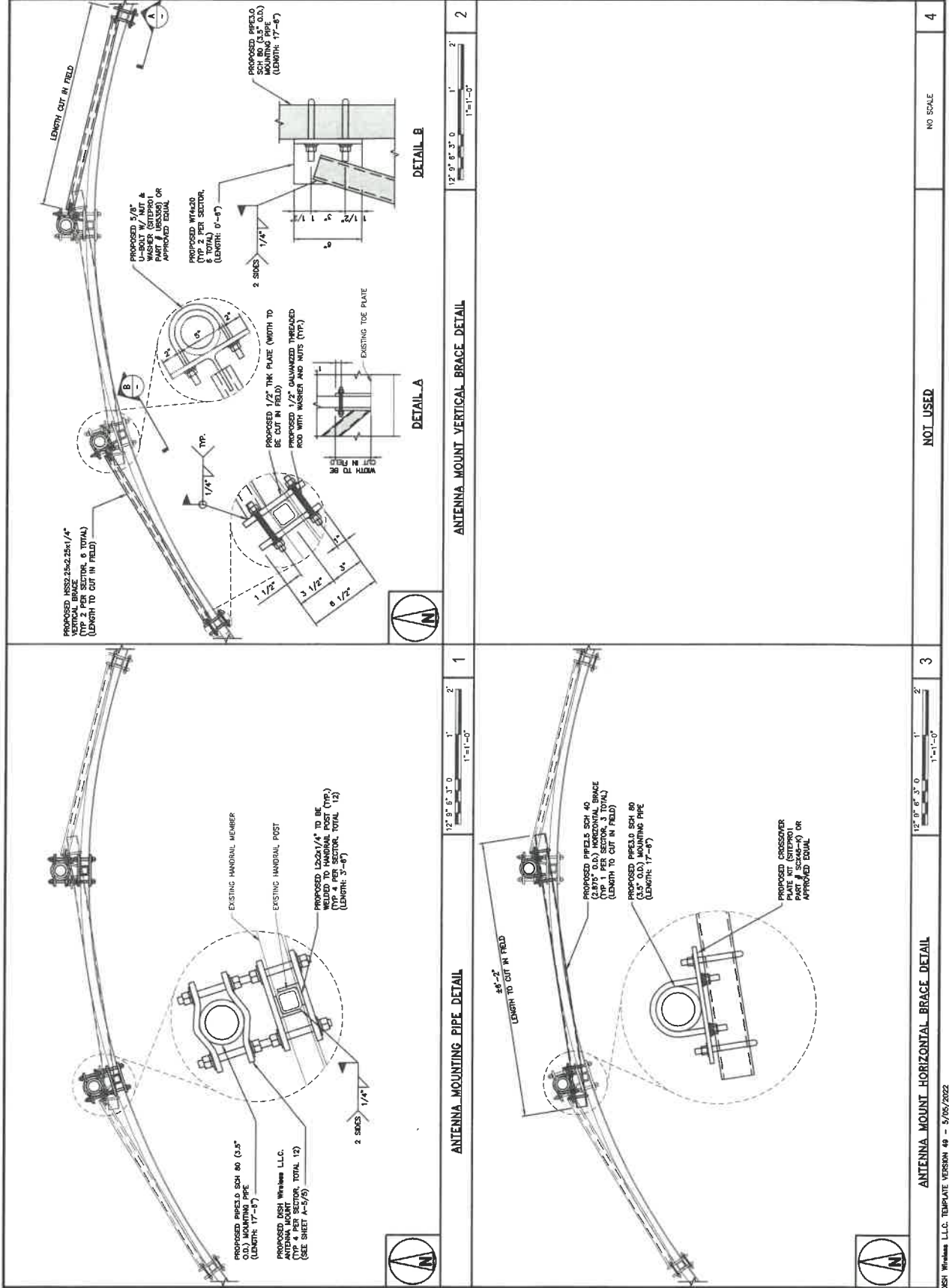
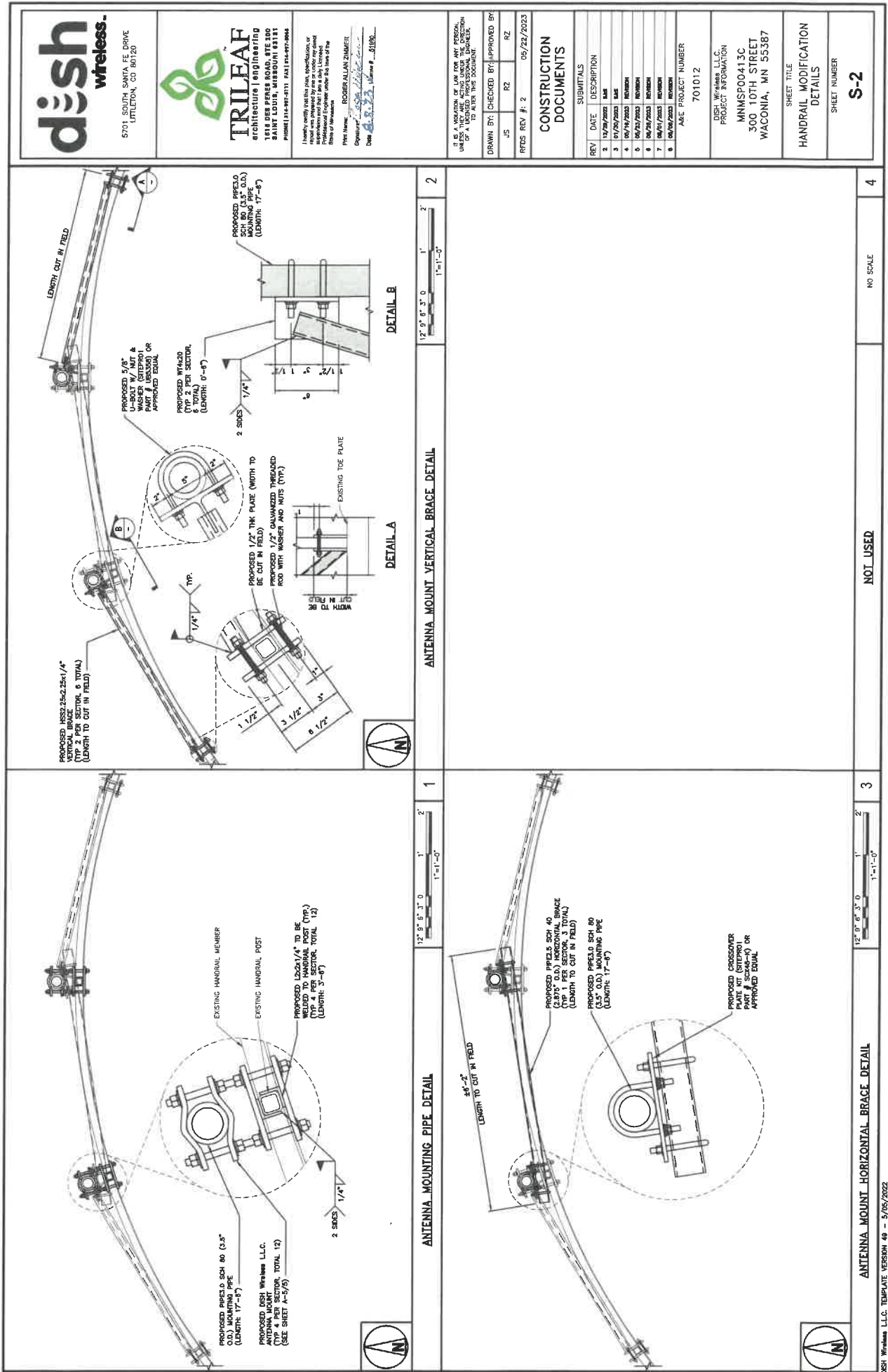
LIFE **NOTES.**

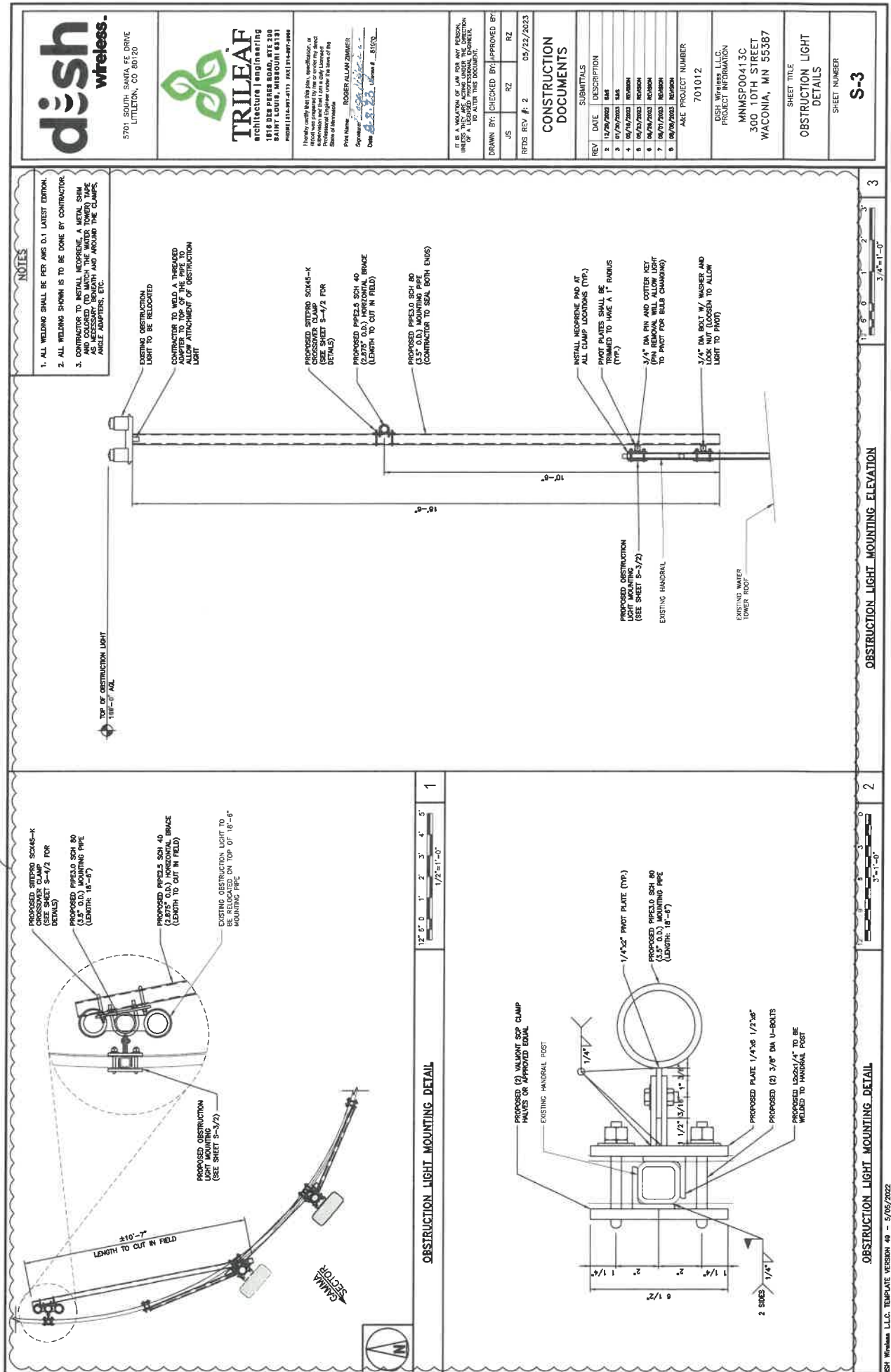
3. ALL STRUCTURAL STEEL ANGLES SHALL BE FABRICATED AND DRILLED ACCORDING TO THE LATEST AISC-LIFT SPECIFICATIONS FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL ANGLE.
4. PROPOSED AISC PIPE SHALL BE A500 GR. B STEEL. PROPOSED STRUCTURAL PLATE SHALL BE A36 ($F_y = 36$ KSI) GRADE STEEL.
5. AISC A325 BOLTS SHALL BE USED FOR ANGLE ATTACHMENT CONNECTIONS. ALL A325 BOLTS ARE TO BE INSTALLED IN ACCORDANCE WITH THE LATEST "SPECIFICATION FOR STRUCTURAL BOLTS AND NUTS" (FROM AISC A325 BOLTS) ALL FIELD BOLTS SHALL MATCH EXISTING DIAMETER MINIMUM U.N.O. ALL BOLTS ARE GALVANIZED IN ACCORDANCE WITH AISC A108 OR AISC A308.
6. ALL STEEL CONSTRUCTION SHALL BE FABRICATED AND THEN HOT DIP GALVANIZED IN ACCORDANCE WITH AISC A113 AND PAINTED TO MATCH EXISTING WATER TOWER.
7. CONTRACTOR SHALL TOUCH UP ALL DAMAGED GALVANIZED COATING WITH ZINC-RICH PAINT PER T-MOBILE PROJECT SPECIFICATIONS.
8. ALL STRUCTURAL FASTENERS FOR STRUCTURAL STEEL MEMBER SHALL CONFORM TO AISC A305. ALL EXPOSED FASTENERS, NUTS, AND WASHERS SHALL BE GALVANIZED UNLESS OTHERWISE NOTED.
9. ALL WELDS TO HAVE ELECTRODE STRENGTH OF 70 KSI AND WELD THICKNESS OF 0.31" UNLESS OTHERWISE NOTED.
10. BRACE ENDS TO BE STRIPPED AND BENT TO FIT CONNECTION PLATES.
11. ALL WELDS TO BE DONE BY CERTIFIED WELDERS.

HANDRAIL MODIFICATION NOTES

NO SCALE

HANDRAIL MODIFICATION PLAN





dish wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

TRILEAF

Architecture | Engineering
11111 E. WILLOW AVE. SUITE 100
SAINT LOUIS, MISSOURI 63131
PHONE: (314) 997-0111 FAX: (314) 997-0966

1. I hereby certify that this plan, specification, or contract document was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Missouri.

Print Name: DOUGLAS ALAN ZIMMER
 Signature: [Signature]
 Date: 05/22/2023 License # 81550

DRAWN BY: CHECKED BY: APPROVED BY:

JS RZ RZ

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DATE: 05/22/2023

REVISIONS

REV	DATE	DESCRIPTION
1	12/29/2022	ISS
2	01/29/2023	ISS
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7	01/29/2023	ISS
8	01/29/2023	ISS

PROJECT NUMBER

701012

DISH Wireless LLC.
PROJECT INFORMATION
MNMSPO0413C
300 10TH STREET
WACONIA, MN 55387

SHEET TITLE

OBSTRUCTION LIGHT DETAILS

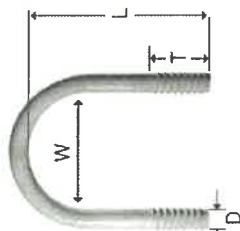
SHEET NUMBER

S-3

CONSTRUCTION DOCUMENTS

UBxxx: U-Bolt Assemblies

SITE PRO 1
VALMONT



- Features:**
- All includes U-bolt, two nuts, two lock washers and two flat washers
 - Long thread lengths
- Design Criteria:**
- SAE J429 Grade 5 for 5/8" diameter, all others J429 Grade 2
 - Roller or cut CHC threads
 - Hot-dip galvanized per ASTM A123

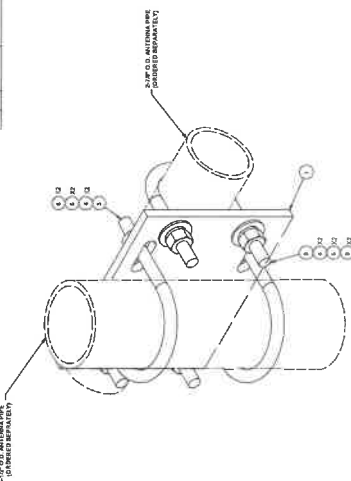
Part #	Diameter (D)	Width (W)	Length (L)	Thread (T)
UB3200	3/8"	2"	3"	1-1/4"
UB3212	3/8"	2-1/2"	3-6/8"	1-3/4"
UB3300	3/8"	3"	4-1/4"	2"
UB3312	3/8"	3-1/2"	4-3/4"	2"
UB3418	3/8"	4"	5-3/4"	2-1/2"
UB1400	1/2"	2"	4"	2"
UB1212	1/2"	2-1/2"	4-1/2"	2"
UB1300	1/2"	3"	5"	2"
UB1358	1/2"	3-5/8"	5-1/2"	3"
UB1205	1/2"	3-5/8"	6"	3"
UB1418	1/2"	4-1/8"	6"	3"
UB1458	1/2"	4-5/8"	7"	3"
UB2258	5/8"	2-5/8"	4-1/2"	2"
UB3300	5/8"	3"	5-1/4"	2-1/2"
UB3358	5/8"	3-5/8"	6"	3"
UB5418	5/8"	4-1/8"	7"	3"
UB5458	5/8"	4-5/8"	7"	3"

SITEPRO1 U-BOLT SPECIFICATION

NO SCALE

1

ITEM #	QTY	DESCRIPTION	UNIT	PRICE	TOTAL
1	1	2" X 1/2" X 1/2" U-BOLT ASSEMBLY	EA	1.50	1.50
2	1	2" X 1/2" X 1/2" U-BOLT ASSEMBLY	EA	1.50	1.50
3	1	2" X 1/2" X 1/2" U-BOLT ASSEMBLY	EA	1.50	1.50
4	1	2" X 1/2" X 1/2" U-BOLT ASSEMBLY	EA	1.50	1.50
5	1	2" X 1/2" X 1/2" U-BOLT ASSEMBLY	EA	1.50	1.50
6	1	2" X 1/2" X 1/2" U-BOLT ASSEMBLY	EA	1.50	1.50
7	1	2" X 1/2" X 1/2" U-BOLT ASSEMBLY	EA	1.50	1.50
8	1	2" X 1/2" X 1/2" U-BOLT ASSEMBLY	EA	1.50	1.50
9	1	2" X 1/2" X 1/2" U-BOLT ASSEMBLY	EA	1.50	1.50
10	1	2" X 1/2" X 1/2" U-BOLT ASSEMBLY	EA	1.50	1.50



ITEM #	QTY	DESCRIPTION	UNIT	PRICE	TOTAL
1	1	2" X 1/2" X 1/2" U-BOLT ASSEMBLY	EA	1.50	1.50
2	1	2" X 1/2" X 1/2" U-BOLT ASSEMBLY	EA	1.50	1.50
3	1	2" X 1/2" X 1/2" U-BOLT ASSEMBLY	EA	1.50	1.50
4	1	2" X 1/2" X 1/2" U-BOLT ASSEMBLY	EA	1.50	1.50
5	1	2" X 1/2" X 1/2" U-BOLT ASSEMBLY	EA	1.50	1.50
6	1	2" X 1/2" X 1/2" U-BOLT ASSEMBLY	EA	1.50	1.50
7	1	2" X 1/2" X 1/2" U-BOLT ASSEMBLY	EA	1.50	1.50
8	1	2" X 1/2" X 1/2" U-BOLT ASSEMBLY	EA	1.50	1.50
9	1	2" X 1/2" X 1/2" U-BOLT ASSEMBLY	EA	1.50	1.50
10	1	2" X 1/2" X 1/2" U-BOLT ASSEMBLY	EA	1.50	1.50

SITEPRO1 SCX45-K SPECIFICATIONS

NO SCALE

2

Galvanized Threaded Rods

- Available in cut lengths of 6" sections
- Meet SAE J429 Grade 2

Part #	Diameter	Length	Type	Price
G386-12	3/8"	12"	Hot-Dip Galvanized	\$2.20
G386-12	3/8"	12"	Hot-Dip Galvanized	\$15.00
G128-6	1/2"	6"	Hot-Dip Galvanized	\$2.78
G128-6	1/2"	6"	Hot-Dip Galvanized	\$3.15
G128-10	1/2"	10"	Hot-Dip Galvanized	\$4.30
G128-12	1/2"	12"	Hot-Dip Galvanized	\$5.05
G128-20	1/2"	20"	Hot-Dip Galvanized	\$8.70
G128-24	1/2"	24"	Hot-Dip Galvanized	\$13.20
G128-72	1/2"	72"	Hot-Dip Galvanized	\$5.50
G386-8	5/8"	8"	Hot-Dip Galvanized	\$5.73
G386-10	5/8"	10"	Hot-Dip Galvanized	\$6.63
G386-12	5/8"	12"	Hot-Dip Galvanized	\$7.35
G386-14	5/8"	14"	Hot-Dip Galvanized	\$10.97
G386-18	5/8"	18"	Hot-Dip Galvanized	\$21.20
G386-24	5/8"	24"	Hot-Dip Galvanized	\$41.50
G386-48	5/8"	48"	Hot-Dip Galvanized	\$35.10
G386-72	5/8"	72"	Hot-Dip Galvanized	\$39.50
G386-72	3/4"	72"	Hot-Dip Galvanized	

SITEPRO1 GALVANIZED THREAD ROD SPECIFICATION

NO SCALE

3

dish wireless.
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

TRILEAF
ARCHITECTURE | ENGINEERING
3115 SOUTH WATKINS STREET
SAINT LOUIS, MISSOURI 63131
PHONE 314-887-8111 FAX 314-887-8866

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Missouri.
Signature: ROGER ALAN ZIMMER
Title: Professional Engineer
Date: 8-23-2022

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DRAWN BY: CK CHECKED BY: APPROVED BY
DATE: 05/27/2023

REVISIONS
REV #1 05/27/2023

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
1	05/27/2023	ISS
2	05/27/2023	ISS
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7	05/27/2023	ISS
8	05/27/2023	ISS

PROJECT INFORMATION
BISH Wireless LLC
300 10TH STREET
WACONIA, MN 55387

SHEET TITLE
STRUCTURAL DETAILS

SHEET NUMBER
S-4

carlon EXPANSION FITTINGS <table><thead><tr><th>Coupling End Part #</th><th>Male Terminal Adapter End Part #</th><th>Size</th><th>STD Ctn Qty.</th><th>Travel Length</th></tr></thead><tbody><tr><td>EX440</td><td>EX450X</td><td>1/2"</td><td>20</td><td>4"</td></tr><tr><td>EX450</td><td>EX450X</td><td>3/4"</td><td>15</td><td>4"</td></tr><tr><td>EX455</td><td>EX450X</td><td>1"</td><td>10</td><td>4"</td></tr><tr><td>EX460</td><td>EX450X</td><td>1 1/4"</td><td>5</td><td>4"</td></tr><tr><td>EX465</td><td>EX450X</td><td>1 1/2"</td><td>5</td><td>4"</td></tr><tr><td>EX470</td><td>EX450X</td><td>2"</td><td>15</td><td>8"</td></tr><tr><td>EX475</td><td>EX450X</td><td>2 1/2"</td><td>10</td><td>8"</td></tr><tr><td>EX480</td><td>EX450X</td><td>3"</td><td>10</td><td>8"</td></tr><tr><td>EX485</td><td>EX450X</td><td>3 1/2"</td><td>5</td><td>8"</td></tr><tr><td>EX490</td><td>EX450X</td><td>4"</td><td>5</td><td>8"</td></tr><tr><td>EX495</td><td>EX450X</td><td>5"</td><td>1</td><td>8"</td></tr><tr><td>EX500</td><td>EX450X</td><td>6"</td><td>1</td><td>8"</td></tr></tbody></table> NOTE: SUBTRACTOR TO INSTALL, EXPANSION FITTING TERMINATION, AS PER LOCAL UTILITY POLICY, PERFORMANCE AND/OR SPECIFIED REQUIREMENT.		Coupling End Part #	Male Terminal Adapter End Part #	Size	STD Ctn Qty.	Travel Length	EX440	EX450X	1/2"	20	4"	EX450	EX450X	3/4"	15	4"	EX455	EX450X	1"	10	4"	EX460	EX450X	1 1/4"	5	4"	EX465	EX450X	1 1/2"	5	4"	EX470	EX450X	2"	15	8"	EX475	EX450X	2 1/2"	10	8"	EX480	EX450X	3"	10	8"	EX485	EX450X	3 1/2"	5	8"	EX490	EX450X	4"	5	8"	EX495	EX450X	5"	1	8"	EX500	EX450X	6"	1	8"	VALUES PER PART NUMBER		1 NO SCALE EXPANSION JOINT DETAIL		2 NO SCALE TYPICAL UNDERGROUND TRENCH DETAIL	
Coupling End Part #	Male Terminal Adapter End Part #	Size	STD Ctn Qty.	Travel Length																																																																				
EX440	EX450X	1/2"	20	4"																																																																				
EX450	EX450X	3/4"	15	4"																																																																				
EX455	EX450X	1"	10	4"																																																																				
EX460	EX450X	1 1/4"	5	4"																																																																				
EX465	EX450X	1 1/2"	5	4"																																																																				
EX470	EX450X	2"	15	8"																																																																				
EX475	EX450X	2 1/2"	10	8"																																																																				
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- ALUMINUM CONDUCTORS MUST BE BOLT TO CARRY THE FULL 200A LOAD REQUIRED
- ALUMINUM TO COPPER BUSS CONNECTIONS MUST MEET AND CONFORM TO ANSI AND IEEE STANDARDS
- THE U.S. LISTED, USE ANTI CORROSION CONNECTING EQUIPMENT ON CONNECTIONS



PPC ONE-LINE DIAGRAM

NO SCALE	1
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PPC

1

58

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

TRILEAF
Architecture | Engineering
3111 E. 10TH AVE. SUITE 200
SAINT LOUIS, MISSOURI 63103
PHONE | 314-997-0111 FAX | 314-997-0066

I hereby certify that this plan, specification, or contract was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Missouri.

Project Name: ROCKED ALLAN ZUMER
 Date: 4.8.23 License # 41190

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DRAWN BY: JS CHECKED BY: RZ DESIGNED BY: RZ
 RFDS REV # 2 DATE 05/22/2023

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
2	12/29/2022	AM
3	01/20/2023	AM
4	05/19/2023	REVISION
5	06/23/2023	REVISION
6	06/29/2023	REVISION
7	06/27/2023	REVISION
8	06/29/2023	REVISION

AAE PROJECT NUMBER
701012

DISH Wireless LLC
PROJECT INFORMATION
MMSP00413C
300 10TH STREET
WACONIA, MN 55387

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER
G-2

NOTES

EQUIPMENT CABINET OMITTED FOR CLARITY

CABLE GROUNDING NOT REQUIRED WHEN ANTENNA IS LESS THAN 10' FROM CABINET

PROPOSED GPS UNIT

#2 AWG GROUND CONDUCTOR TO GROUND

PROPOSED GPS UNIT MOUNT OR APPROVED EQUIV.

PROPOSED POST

PROPOSED PIPE CLAMPS

1/2" DIA. CABLE 8" MIN. BENEATH THE CABLE MANUFACTURER'S SPECIFICATIONS

TO GROUND

TYPICAL GPS UNIT GROUNDING

NO SCALE

2

BASE CONNECTION

#2 GROUND

PROPOSED GROUND RING

OUTDOOR CABINET GROUNDING

NO SCALE

3

PROPOSED POWER PROTECTIVE CABINET

PROPOSED PIPE COLUMN

SPACE RESERVED FOR ADDITIONAL EQUIPMENT. SAFETY SWITCH, IF REQUIRED.

PROPOSED TIE ROD ENCLASURE (ROUND H-FRAME)

PROPOSED #2 AWG TIE INTO GROUND RING (TYP)

PROPOSED PLATFORM

PROPOSED GROUND RING

FINISHED GRADE

GROUND BUS BAR

GROUND EQUIPMENT GROUND BUS TO GROUNDING ELECTRICAL SYSTEM (TYP)

#2 TINNED SOLD IN 1/2" MIN. LIQUID TIGHT CONDUIT FROM 24" BELOW GRADE TO THE GROUNDING ELECTRICAL SYSTEM. THE LIQUID TIGHT CONDUIT MUST BE SEALED WITH SILICONE CAULK (TYP)

H-FRAME GROUNDING DETAIL

NO SCALE

1

NOT USED

NO SCALE

4

NOT USED

NO SCALE

5

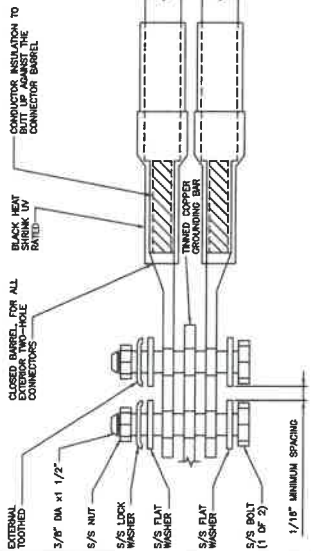
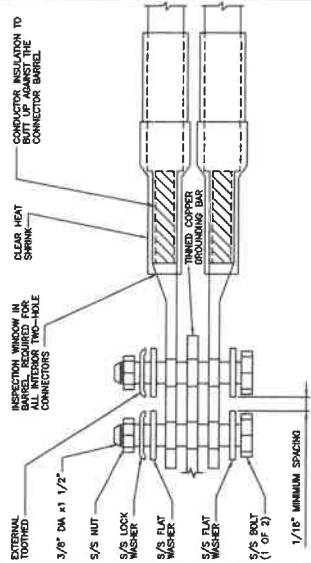
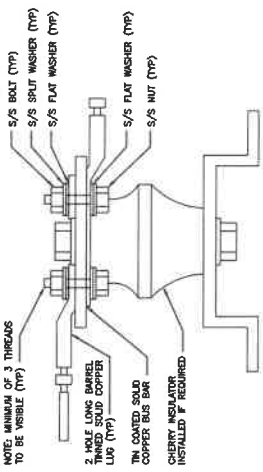
NOT USED

NO SCALE

6

DISH Wireless LLC TEMPLATE VERSION 40 - 5/05/2022

59

 5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120		 TRILEAF ARCHITECTURE & ENGINEERING 3115 S. W. 10TH AVE., SUITE 100 SAINT LOUIS, MISSOURI 63131 PHONE (314) 497-4111 FAX (314) 497-0866		I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Missouri. Print Name: <u>ROGER ALAN ZIMMER</u> Signature: <u>[Signature]</u> Date: <u>05/22/2023</u> License # <u>63590</u>		IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT. DRAWN BY: <u>JS</u> <u>RZ</u> <u>RZ</u> CHECKED BY: <u>[Signature]</u> PREFS REV # 2 05/22/2023		CONSTRUCTION DOCUMENTS		SUBMITTALS <table border="1"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td>2</td><td>12/29/2022</td><td>SAS</td></tr> <tr><td>3</td><td>01/20/2023</td><td>SAS</td></tr> <tr><td>4</td><td>05/16/2023</td><td>REVISION</td></tr> <tr><td>5</td><td>05/23/2023</td><td>REVISION</td></tr> <tr><td>6</td><td>06/29/2023</td><td>REVISION</td></tr> <tr><td>7</td><td>06/29/2023</td><td>REVISION</td></tr> <tr><td>8</td><td>06/29/2023</td><td>REVISION</td></tr> </tbody> </table> AGE PROJECT NUMBER 701012		REV	DATE	DESCRIPTION	2	12/29/2022	SAS	3	01/20/2023	SAS	4	05/16/2023	REVISION	5	05/23/2023	REVISION	6	06/29/2023	REVISION	7	06/29/2023	REVISION	8	06/29/2023	REVISION	BISH Wireless LLC PROJECT INFORMATION MMSP00413C 300 10TH STREET WACONIA, MN 55387		SHEET TITLE GROUNDING DETAILS		SHEET NUMBER G-3	
REV	DATE	DESCRIPTION																																							
2	12/29/2022	SAS																																							
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8	06/29/2023	REVISION																																							
1. EXTERIOR WELD (2) TWO #1 AND BARE TUNED GOLD CARDS CONDUCTORS TO GROUND BAR. ROUTE CONDUCTORS TO BURIED GROUND BAR AND PROVIDE PARALLEL, EXTERIOR WELD. 2. ALL EXTERIOR GROUNDING HARDWARE SHALL BE STAINLESS STEEL 3/8" DIAMETER OR LARGER. ALL HARDWARE 1/8-8 STAINLESS STEEL INCLUDING LOCK WASHERS. COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MOUNTING. 3. BEFORE MOUNTING TO STEEL ONLY COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MOUNTING. 4. DO NOT INSTALL CABLE GROUNDING KIT AT A BEND AND ALWAYS DIRECT GROUND CONDUCTOR DOWN TO GROUNDING BUS. 5. THE BACK SIDE SHALL BE PLACED ON THE FRONT SIDE OF THE GROUND BAR AND BOLTED ON THE BACK SIDE. 6. ALL GROUNDING PARTS AND EQUIPMENT TO BE SUPPLIED AND INSTALLED BY CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ADDITIONAL GROUND BAR AS REQUIRED. 8. ENSURE THE WIRE INSULATION TERMINATION IS WITHIN 1/8" OF THE BARREL (NO SPINDERS).				2 NO SCALE TYPICAL EXTERIOR TWO-HOLE LUG NO SCALE				3 NO SCALE TYPICAL INTERIOR TWO-HOLE LUG NO SCALE																																	
NOTE: MINIMUM OF 3 THREADS TO BE VISIBLE (TYP) 2. HOLE LONG BARREL THROUGH SOLID COPPER LUG (TYP) TIN COATED SOLID COPPER BUS BAR CHERRY INSULATOR INSTALLED IF REQUIRED				4 NO SCALE LUG DETAIL NO SCALE		5 NO SCALE NOT USED NO SCALE		6 NO SCALE NOT USED NO SCALE																																	
NOT USED		7 NO SCALE NOT USED		8 NO SCALE NOT USED		9 NO SCALE NOT USED																																			

EXOTHERMIC CONNECTION	AB	ANCHOR BOLT	IN	INCH
MECHANICAL CONNECTION	ABV	ABOVE	INT	INTERIOR
BUSB BAR INSULATOR	AC	ALTERNATING CURRENT	LE(S)	LEADS
CHEMICAL ELECTROLYTIC GROUNDING SYSTEM	ADOL	ADDITIONAL	LF	LINEAR FEET
TEST CHEMICAL ELECTROLYTIC GROUNDING SYSTEM	AFF	ABOVE FINISHED FLOOR	LTE	LONG TERM EVOLUTION
EXOTHERMIC WITH INSPECTION SLEEVE	AFD	ABOVE FINISHED GRADE	MAS	MAGNETRY
GROUNDING BAR	AGL	ABOVE GROUND LEVEL	MAX	MAXIMUM
GROUND ROD	ALM	APPENDAGE INTERRUPTION CAPACITY	MB	MACHINE BOLT
TEST GROUND ROD WITH INSPECTION SLEEVE	ALU	ALUMINUM	MCH	MECHANICAL
SINGLE POLE SWITCH	ALT	ALTERNATE	MFR	MANUFACTURER
DUPLEX RECEPTACLE	APR	APPROXIMATE	MGB	MASTER GROUND BAR
FLUORESCENT LIGHTING FIXTURE (2) TWO LAMPS 48"-78"	APRCH	ARCHITECTURAL	MIN	MINIMUM
SMOKE DETECTION (DC)	AS	APPROXIMATE	MISC	MISCELLANEOUS
EMERGENCY LIGHTING (DC)	ASV	ARCHITECTURAL	MTL	METAL
SECURITY LIGHT 8"/PHOTOCELL LUMINOVA ALUM LED-12-250MA/210-500-120-PE-0650X0	AWG	AMERICAN TRANSFER SWITCH	MTR	METRIC
CHAIN LINK FENCE	BATT	AMERICAN WIRE GAUGE	MTR	METRIC
WOOD/MIDWRIGHT IRON FENCE	BLDG	BATTERY	NAT	NATURAL
WALL STRUCTURE	BLK	BUILDING	NED	NATIONAL ELECTRIC CODE
LEASE AREA	BLM	BLACK	NM	NEUTRON METERS
SETBACKS	BLN	BLOCK	NO	NUMBER
ICE BRIDGE	BMC	BLOCKING	NTS	NOT TO SCALE
CABLE TRAY	BOT	BEAM	OC	ON-CHUTE
WATER LINE	BTC	BASE THINKE COPPER CONDUCTOR	OC	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
UNDERGROUND POWER	CAB	BOTTOM OF FOOTING	OPNG	OPENING
UNDERGROUND TELCO	CMT	CABINET	PCS	PERSONAL COMMUNICATION SERVICES
OVERHEAD POWER	CHG	CHARGED	P/C	PRECAST CONCRETE
OVERHEAD TELCO	CHL	CELLING	PP	PRIMARY CONTROL UNIT
UNDERGROUND TELCO/POWER	COL	COLUMN	PP	POUNDING PRESERVING
ABOVE GROUND POWER	CONC	CONCRETE	PPF	POUNDING PER SQUARE FOOT
ABOVE GROUND TELCO	CONSTR	CONSTRUCTION	PPS	POUNDING PER SQUARE INCH
WORKPOINT	DBL	DOUBLE	PT	PRESSURE TREATED
SECTION REFERENCE	DEPT	DEPARTMENT	PR	POWER CABINET
DETAIL REFERENCE	DF	DIRECT CURRENT	RAD	RADIUM
	DIAM	DIAMETER	REF	REDIRECT
	DIM	DIMENSION	REF	REFERENCE
	DWL	DOWEL	REIN	REINFORCEMENT
	EL	ELECTRICAL	REQD	REQUIRED
	ELC	ELECTRICAL	RET	RETRACTE ELECTRIC TLT
	ENG	ENGINEER	RF	RADIO FREQUENCY
	EQ	EQUAL	RAC	RADIO METALLIC CONDUIT
	EXP	EXPANSION	RAC	RADIO METALLIC CONDUIT
	EXT	EXTERIOR	RAC	RADIO METALLIC CONDUIT
	EW	EACH WAY	RAC	RADIO METALLIC CONDUIT
	FAB	FABRICATION	RAC	RADIO METALLIC CONDUIT
	FF	FINISH FLOOR	RAC	RADIO METALLIC CONDUIT
	FG	FINISH GRADE	RAC	RADIO METALLIC CONDUIT
	FF	FACILITY INTERFACE FRAME	RAC	RADIO METALLIC CONDUIT
	FM	FINISHED	RAC	RADIO METALLIC CONDUIT
	FLR	FLOOR	RAC	RADIO METALLIC CONDUIT
	FND	FOUNDATION	RAC	RADIO METALLIC CONDUIT
	FOD	FACE OF CONCRETE	RAC	RADIO METALLIC CONDUIT
	FOM	FACE OF MASONRY	RAC	RADIO METALLIC CONDUIT
	FOS	FACE OF STUD	RAC	RADIO METALLIC CONDUIT
	FRW	FACE OF REINFORCING	RAC	RADIO METALLIC CONDUIT
	FS	FINISH SURFACE	RAC	RADIO METALLIC CONDUIT
	FT	FOOT	RAC	RADIO METALLIC CONDUIT
	FTD	FOOTING	RAC	RADIO METALLIC CONDUIT
	GA	GAUGE	RAC	RADIO METALLIC CONDUIT
	GEN	GENERATOR	RAC	RADIO METALLIC CONDUIT
	GFCI	GROUND FAULT CIRCUIT INTERRUPTER	RAC	RADIO METALLIC CONDUIT
	GUB	GLUE LAMINATED BEAM	RAC	RADIO METALLIC CONDUIT
	GLV	GLAZED	RAC	RADIO METALLIC CONDUIT
	GPS	GLOBAL POSITIONING SYSTEM	RAC	RADIO METALLIC CONDUIT
	GND	GROUND	RAC	RADIO METALLIC CONDUIT
	GSM	GLOBAL SYSTEM FOR MOBILE	RAC	RADIO METALLIC CONDUIT
	HCG	HOT DIPPED GALVANIZED	RAC	RADIO METALLIC CONDUIT
	HRR	HEADER	RAC	RADIO METALLIC CONDUIT
	HRR	HANGER	RAC	RADIO METALLIC CONDUIT
	HVAC	HEAT/VENTILATION/AIR CONDITIONING	RAC	RADIO METALLIC CONDUIT
	HT	HEIGHT	RAC	RADIO METALLIC CONDUIT
	IR	INTERIOR GROUND RING	RAC	RADIO METALLIC CONDUIT



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LITTLETON, CO 80120



1810 DES PERES ROAD, STE 200
PAINT LORAIN, MISSOURI 63131
PHONE 314-997-8711 FAX 314-997-8888

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Missouri.

Print Name: ROGER ALAN ZIMMER
Signature: *[Signature]*
Date: 8.8.23 License # 01590

IF A WARNING IS IN ANY SECTION, UNLESS THEY ARE APPROVED BY THE DESIGNER, THEY ARE APPROVED UNDER THE DESIGNER'S SEAL AND MUST BE REPRODUCED TO MATCH THIS DOCUMENT.

DRAWN BY: JS
CHECKED BY: RZ
DATE: 06/22/2023

CONSTRUCTION DOCUMENTS

SUBMITTALS	
REV	DATE DESCRIPTION
1	12/29/2022 BAS
2	01/20/2023 BAS
3	01/20/2023 BAS
4	06/16/2023 REVISION
5	06/23/2023 REVISION
6	06/23/2023 REVISION
7	06/27/2023 REVISION
8	06/29/2023 REVISION
A/E PROJECT NUMBER	
701012	

DISH Wireless LLC
PROJECT INFORMATION
MMNSP00413C
300 10TH STREET
WACONIA, MN 55387

SHEET TITLE
RF
SIGNAGE

SHEET NUMBER
GN-2

INFORMATION

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

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

Site ID: _____



THIS SIGN IS FOR REFERENCE PURPOSES ONLY

WARNING



Transmitting Antenna(s)

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

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

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

Site ID: _____



THIS SIGN IS FOR REFERENCE PURPOSES ONLY

CAUTION



Transmitting Antenna(s)

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

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

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

Site ID: _____



THIS SIGN IS FOR REFERENCE PURPOSES ONLY

NOTICE



Transmitting Antenna(s)

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

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

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

Site ID: _____



THIS SIGN IS FOR REFERENCE PURPOSES ONLY

SIGN TYPES

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

SIGN PLACEMENT:

- RF SOURCE PLACEMENT SHALL FOLLOW THE RECOMMENDATIONS OF AN EXISTING EIR REPORT, CREATED BY A THIRD PARTY PREVIOUSLY AUTHORIZED BY DISH Wireless LLC.
- INFORMATION SIGN (GREEN) SHALL BE LOCATED ON EXISTING DISH Wireless LLC EQUIPMENT.
- IF THE INFORMATION SIGN IS A STRIKER, IT SHALL BE PLACED ON EXISTING DISH Wireless LLC EQUIPMENT CABINET.
- IF THE INFORMATION SIGN IS A METAL SIGN IT SHALL BE PLACED ON EXISTING DISH Wireless LLC H-FRAME WITH A SECURE ATTACH METHOD.
- IF EIR REPORT IS NOT AVAILABLE AT THE TIME OF CREATION OF CONSTRUCTION DOCUMENTS, PLEASE CONTACT DISH Wireless LLC CONSTRUCTION MANAGER FOR FURTHER INSTRUCTION ON HOW TO PROCEED.

NOTES:

1. FOR DISH Wireless LLC LOGO, SEE DISH Wireless LLC DESIGN SPECIFICATIONS (PROVIDED BY DISH Wireless LLC.)
2. SITE ID SHALL BE APPLIED TO SIGNS USING "LASER ENGRAVING" OR ANY OTHER WEATHER RESISTANT METHOD (DISH Wireless LLC APPROVAL REQUIRED)
3. TEXT FOR SIGNS SHALL INDICATE CORRECT SITE NAME AND NUMBER AS PER DISH Wireless LLC CONSTRUCTION MANAGER RECOMMENDATIONS.
4. CABINET/SHELTER MOUNTING APPLICATION REQUIRES ANOTHER PLATE APPLIED TO THE FACE OF THE CABINET WITH WATER PROOF POLYURETHANE ADHESIVE
5. ALL SIGNS WILL BE SECURED WITH EITHER STAINLESS STEEL ZIP TIES OR STAINLESS STEEL TIEH SCREWS
6. ALL SIGNS TO BE 8.5"x11" AND MADE WITH 0.04" OF ALUMINUM MATERIAL

RF SIGNAGE

SITE ACTIVITY REQUIREMENTS:

1. NOTICE TO PROCEED - NO WORK SHALL COMMENCE PRIOR TO CONTRACTOR RECEIVING A WRITTEN NOTICE TO PROCEED (NTP) AND THE ISSUANCE OF A PURCHASE ORDER, PRIOR TO ACCESSING/ENTERING THE SITE, AND MUST CONTACT THE DISH Wireless L.L.C. AND TOWER OWNER NOC & THE DISH Wireless L.L.C. AND TOWER OWNER CONSTRUCTION MANAGER.
2. "LOOK UP" - DISH Wireless L.L.C. AND TOWER OWNER SAFETY CLIMB REQUIREMENT:
THE INTEGRITY OF THE SAFETY CLIMB AND ALL COMPONENTS OF THE CLIMBING FACILITY SHALL BE CONSIDERED DURING ALL STAGES OF DESIGN, INSTALLATION, AND INSPECTION. TOWER MODIFICATION, MOUNT REINFORCEMENTS, AND/OR EQUIPMENT INSTALLATIONS SHALL NOT COMPROMISE THE INTEGRITY OR FUNCTIONAL USE OF THE SAFETY CLIMB OR ANY COMPONENTS OF THE CLIMBING FACILITY ON THE STRUCTURE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: PINCHING OF THE WIRE ROPE, BENDING OF THE WIRE ROPE FROM ITS SUPPORTS, DIRECT CONTACT OR CLOSE PROXIMITY TO THE WIRE ROPE WHICH MAY CAUSE FRICTIONAL WEAR, IMPACT TO THE CLIMBING FACILITY, ANY WAY, OR TO IMPEDEBLOCK ITS INTENDED USE. ANY COMPROMISED SAFETY CLIMB, INCLUDING EXISTING CHANGES IDENTIFIED IN THE DISH Wireless L.L.C. AND TOWER OWNER SAFETY CLIMB REQUIREMENT, SHALL BE IMMEDIATELY REPORTED TO THE DISH Wireless L.L.C. AND TOWER OWNER NOC OR CALL THE NOC TO GENERATE A SAFETY CLIMB MAINTENANCE AND CONTRACTOR NOTICE TICKET.
3. PRIOR TO THE START OF CONSTRUCTION, ALL REQUIRED JURISDICTIONAL PERMITS SHALL BE OBTAINED. THIS INCLUDES, BUT NOT BE LIMITED TO, ELECTRICAL, MECHANICAL, FIRE, FLOOD ZONE, ENVIRONMENTAL, AND ZONING. AFTER ONSITE ACTIVITIES AND CONSTRUCTION ARE COMPLETED, ALL REQUIRED PERMITS SHALL BE SATISFIED AND CLOSED OUT ACCORDING TO LOCAL JURISDICTIONAL REQUIREMENTS.
4. ALL CONSTRUCTION MEANS AND METHODS, INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, RIGGING PLANS, CLIMBING PLANS, AND THE SEQUENCE OF WORK, SHALL BE IN FULL COMPLIANCE WITH ALL APPLICABLE CODES, REGULATIONS, ORDINANCES, AND ANY APPLICABLE INDUSTRY CONSENSUS STANDARDS RELATED TO THE CONSTRUCTION ACTIVITIES BEING PERFORMED. ALL CONSTRUCTION PLANS SHALL ADHERE TO ANSI/ASSE A10.48 (LATEST EDITION) AND DISH Wireless L.L.C. AND TOWER OWNER STANDARDS, INCLUDING THE REQUIRED INVOLVEMENT OF A QUALIFIED ENGINEER FOR CLASS IV CONSTRUCTION, TO CERTIFY THE SUPPORTING STRUCTURE(S) IN ACCORDANCE WITH ANSI/TIA-322 (LATEST EDITION).
5. ALL SITE WORK TO COMPLY WITH DISH Wireless L.L.C. AND TOWER OWNER INSTALLATION STANDARDS FOR CONSTRUCTION ACTIVITIES ON DISH Wireless L.L.C. AND TOWER OWNER TOWER SITE AND LATEST VERSION OF ANSI/TIA-1019-A-A-2012 STANDARD FOR INSTALLATION, ALTERATION, AND MAINTENANCE OF ANTENNA SUPPORTING STRUCTURES AND ANTENNAS.
6. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY DISH Wireless L.L.C. AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES INCLUDING PRIVATE LOCATES SERVICES PRIOR TO THE START OF CONSTRUCTION.
10. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK SHALL BE PROTECTED AT ALL TIMES AND SHOULD BE USED FOR THE PROPER EXECUTION OF THE WORK. SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING AND EXCAVATION E) CONSTRUCTION SAFETY PROCEDURES.
11. ALL SITE WORK SHALL BE AS INDICATED ON THE STAMPED CONSTRUCTION DRAWINGS AND DISH PROJECT SPECIFICATIONS, LATEST APPROVED REVISION.
12. CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATING WASTE MATERIAL, DEBRIS, AND TRASH AT THE COMPLETION OF THE WORK. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STOKES, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
13. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, FLOODED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF DISH Wireless L.L.C. AND TOWER OWNER, AND/OR LOCAL UTILITIES.
14. THE CONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE REQUIRED BY LOCAL JURISDICTION AND SIGNAGE REQUIRED ON INDIVIDUAL PIECES OF EQUIPMENT, ROOMS, AND SHELTERS.
15. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE CARRIER'S EQUIPMENT AND TOWER AREAS.
16. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
17. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED ON THE CONSTRUCTION DRAWINGS AND/OR PROJECT SPECIFICATIONS.
18. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
19. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
20. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS AND RADIOS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
21. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.
22. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND, FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.

GENERAL NOTES:

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR=GENERAL CONTRACTOR RESPONSIBLE FOR CONSTRUCTION
CARRIER=DISH Wireless L.L.C.
TOWER OWNER=TOWER OWNER
THESE DRAWINGS HAVE BEEN PREPARED USING STANDARDS OF PROFESSIONAL CARE AND COMPLETENESS NORMALLY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY REPUTABLE ENGINEERS IN THIS OR SIMILAR LOCALITIES. IT IS ASSUMED THAT THE WORK DEPICTED WILL BE PERFORMED BY AN EXPERIENCED CONTRACTOR AND/OR WORKPEOPLE WHO HAVE A WORKING KNOWLEDGE OF THE APPLICABLE CODE STANDARDS AND REQUIREMENTS AND OF INDUSTRY ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEMENT IS (OR CAN BE) EXPLICITLY SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR MISCELLANEOUS WORK NOT EXPLICITLY SHOWN.
2. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY FOR PROTECTION OF LIFE AND PROPERTY. THE CONTRACTOR SHALL NOT BE LIMITED TO BRACING, FORMWORK, SHORING, ETC. SITE VISITS BY THE ENGINEER OR HIS REPRESENTATIVE WILL NOT INCLUDE INSPECTION OF THESE ITEMS AND IS FOR STRUCTURAL OBSERVATION OF THE FINISHED STRUCTURE ONLY.
3. NOTES AND DETAILS IN THE CONSTRUCTION DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, THE CONTRACTOR SHALL CONFORM TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED FOR IN THE CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, 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.
4. SUBSTANTIAL EFFORT HAS BEEN MADE TO PROVIDE ACCURATE DIMENSIONS AND MEASUREMENTS ON THE DRAWINGS TO ASSIST IN THE FABRICATION AND/OR PLACEMENT OF CONSTRUCTION ELEMENTS BUT IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE DIMENSIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, 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.
5. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THE LOCATION AND DEPTH OF EXISTING CONSTRUCTION ELEMENTS. IF A DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CARRIER POC AND TOWER OWNER.
6. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES 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.
7. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CARRIER AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
10. CONTRACTOR IS TO PERFORM A SITE INVESTIGATION, BEFORE SUBMITTING BIDS, TO DETERMINE THE BEST ROUTING OF ALL CONDUITS FOR POWER, AND TELCO AND FOR GROUNDING CABLES AS SHOWN IN THE POWER, TELCO, AND GROUNDING PLAN DRAWINGS.
11. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF DISH Wireless L.L.C. AND TOWER OWNER.
12. 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.
13. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.



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LITTLETON, CO 80120



TRILEAF
architecture | engineering
interior design
10000 E. 11TH AVE. SUITE 100
DENVER, CO 80231
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I hereby certify that the plan, specification, or contract documents were prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Colorado.
Signature: ROBERT ALAN ZIMMER
Title: Professional Engineer
License #: 4388

IT IS A TWO-DRAW SET. FOR ANY PERSON UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY: JS CHECKED BY: RZ APPROVED BY: RZ
RTR: REV # 2 05/22/2023

CONSTRUCTION DOCUMENTS

SUBMITTALS	
REV	DATE DESCRIPTION
1	10/20/2023 bid
2	01/20/2023 bid
3	06/14/2023 revision
4	06/14/2023 revision
5	06/23/2023 revision
6	06/23/2023 revision
7	06/23/2023 revision
8	06/23/2023 revision
AGE PROJECT NUMBER	
701012	

DISH Wireless L.L.C.
PROJECT INFORMATION
MNMSP00413C
300 10TH STREET
WACONIA, MN 55387

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-3

CONCRETE, FOUNDATIONS, AND REINFORCING STEEL:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2. UNLESS NOTED OTHERWISE, SOIL BEARING PRESSURE USED FOR DESIGN OF SLABS AND FOUNDATIONS IS ASSUMED TO BE 1000 psf.
3. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (f'_c) OF 3000 psi AT 28 DAYS, UNLESS NOTED OTHERWISE. NO MORE THAN 90 MINUTES SHALL ELAPSE FROM BATCH TIME TO TIME OF PLACEMENT UNLESS APPROVED BY THE ENGINEER OF RECORD. TEMPERATURE OF CONCRETE SHALL NOT EXCEED 90°F AT TIME OF PLACEMENT.
4. CONCRETE EXPOSED TO FREEZE-THAW CYCLES SHALL CONTAIN AIR ENTRAINING ADJUTANTS. AMOUNT OF AIR ENTRAINMENT TO BE BASED ON SIZE OF AGGREGATE AND F5 CLASS EXPOSURE (VERY SEVERE). CEMENT USED TO BE TYPE II PORTLAND CEMENT WITH A MAXIMUM WATER-TO-CEMENT RATIO (W/C) OF 0.45.
5. ALL STEEL REINFORCING SHALL CONFORM TO ASTM A615. ALL WELDED WIRE FABRIC (WFF) SHALL CONFORM TO ASTM A185. ALL SPLICES SHALL BE CLASS "B" TENSION SPLICES, UNLESS NOTED OTHERWISE. ALL HOOKS SHALL BE STANDARD 90 DEGREE HOOKS.
6. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:
 - CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH 3"
 - CONCRETE EXPOSED TO EARTH OR WEATHER:
 - #6 BARS AND LARGER 2"
 - #5 BARS AND SMALLER 1-1/2"
 - CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
 - SLAB AND WALLS 3/4"
 - BEAMS AND COLUMNS 1-1/2"
7. A TOOLED EDGE OR A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE. IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.

ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES/ORDINANCES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED AND TRIP HAZARDS ARE ELIMINATED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
- 4.1. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.
- 4.2. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED, 22,000 AIC MINIMUM. VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ADOPTED CODE PRE THE GOVERNING JURISDICTION.
5. EACH END OF EVERY POWER PHASE CONDUCTOR, GROUNDING CONDUCTOR, AND TELCO CONDUCTOR OR CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC AND OSHA.
6. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH LAMICORD TAGS SHOWING THEIR RATED VOLTAGE, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING AND BRANCH CIRCUIT ID NUMBERS (i.e. PANEL BOARD AND CIRCUIT ID'S).
7. PANEL BOARDS (ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.
8. TIE WRAPS ARE NOT ALLOWED.
9. ALL POWER AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE COPPER CONDUCTOR (#14 OR LARGER) WITH TYPE THW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
10. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE COPPER CONDUCTOR (#8 OR LARGER) WITH TYPE THW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
11. POWER AND CONTROL WIRING IN FLEXIBLE CORD SHALL BE MULTI-CONDUCTOR, TYPE SOOW CORD (#14 OR LARGER) UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING FOR USE IN CABLE TRAY SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 OR LARGER), WITH TYPE THW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION NOT LESS THAN 75° C (90° C IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC.
15. ELECTRICAL METALLIC TUBING (EMT), INTERMEDIATE METAL CONDUIT (IMC), OR RIGID METAL CONDUIT (RMC) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.



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I hereby certify that this plan, specification, or contract was prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Missouri.
Per: **ROGER ALAN ZIMMER**
Signature: *[Signature]*
Date: **06/22/2023** License # **21790**

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
JS	RZ	RZ

RTDS REV # : 2 06/22/2023

CONSTRUCTION DOCUMENTS

SUBMITTALS	
REV	DATE DESCRIPTION
1	10/24/2022 S&E
2	01/20/2023 S&E
3	01/20/2023 S&E
4	06/16/2023 REVISION
5	06/21/2023 REVISION
6	06/21/2023 REVISION
7	06/21/2023 REVISION
8	06/22/2023 REVISION

AAE PROJECT NUMBER
701012

DISH Wireless LLC
PROJECT INFORMATION
MNMSP00413C
300 10TH STREET
WACONIA, MN 55387

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-4

GROUNDING NOTES:

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

PAINTING SPECIFICATIONS:

1. PAINTING OF ALL NEW ITEMS, AND REPAIR OF ALL DAMAGED AREAS OF THE TOWER WILL BE REQUIRED. SURFACE PREPARATION AND PAINTING REQUIREMENTS ARE AS FOLLOWS:
2. REMOVE ALL SURFACE CONTAMINANTS IN ACCORDANCE WITH SSPC-SP-1 SOLVENT CLEANING. DO NOT USE HYDROCARBON SOLVENTS ON SURFACES TO BE COATED WITH WATER-BASED COATING.
3. UNDER THE DIRECTION OF THE ENGINEER, SPOT REPAIR THE TANK AND TOWER SURFACES WHERE THE COATING HAS BEEN DAMAGED BY STRUCTURAL REPAIRS AND WEATHERING. REPAIRS SHALL BE DONE BY THE SAME METHOD AS THE ORIGINAL WORK. ALL NEW ITEMS AND AT OTHER AREAS DAMAGED BY STRUCTURAL REPAIRS OR MODIFICATIONS. FEATHER EDGES OF EXISTING COATING. AT SPOT BLASTED AREAS, USING SSPC-SP-3 POWER TOOL CLEANING METHODS.
4. BEFORE ANY PRIMER OR COATING IS APPLIED, METAL SURFACES SHALL BE COMPLETELY DRY, DUST FREE, INSPECTED AND APPROVED BY THE ENGINEER.
5. NO COATING SHALL BE PERMITTED WHEN THE RELATIVE HUMIDITY IS EXPECTED TO EXCEED 85% OR TEMPERATURE IS EXPECTED TO DECREASE WITHIN 6 HOURS AFTER THE APPLICATION OF THE COATING. PROCEED WITH SURFACE PREPARATION AND COATING APPLICATION AT A TEMPERATURE ABOVE THE MANUFACTURER'S RECOMMENDED MINIMUM SURFACE TEMPERATURE AND BELOW 100 DEGREES F, AND SURFACE TEMPERATURE IS AT LEAST 5 DEGREES F ABOVE THE D露 POINT. READING COATING SHALL NOT BE APPLIED TO DUSTY, WET, OR DAMP SURFACES, AND SHALL NOT BE APPLIED IN RAIN, SNOW, FOG, OR MIST. IF WORKING CONDITIONS ARE QUESTIONABLE, THE ENGINEER SHALL MAKE THE DECISION AND THE CONTRACTOR SHALL ACCEPT THE ENGINEER'S INTERPRETATION AS FINAL AND BINDING.
6. PRIMER COAT MUST BE APPLIED WITHIN 8 HOURS OF ABRASIVE BLASTING.
7. APPLY BY BRUSH ONE (1) ADDITIONAL COAT OF PRIMER TO ENSURE A UNIFORM COAT OF PRIMER THOROUGHLY WORKED INTO AND AROUND ALL SEAMS, WELDS, BOLT ASSEMBLIES, PLATE OVERLAP SEAMS, AND OTHER IRREGULARITIES IN THE SURFACE.
8. FINISH COAT SHALL BE UNIFORM IN COLOR AND SHEEN WITHOUT STREAKS, LAPS, RUNS, SAGS OR MISSED AREAS.
9. ANTENNAS, EXTERIOR COAX CABLES AND EXTERIOR JUMPER CABLES TO BE PAINTED TO MATCH EXISTING TANK COLOR. ALL ITEMS ATTACHED DIRECTLY TO THE TANK, SUCH AS MOUNTING BRACKETS AND SUPPORTS, SHOULD BE PAINTED TO MATCH EXISTING TANK COATING SYSTEM AND COLOR. CABLES MAY REQUIRE SCAFFOLDING PRIOR TO COATING.
10. EXPOSED COAXIAL CABLES PRIOR TO PRIMING, SOLVENT WIPE ALL EXPOSED CABLES WITH THE RECOMMENDED SOLVENT. PRIME THE CABLES TO MATCH THE FINISH COAT OF THE TANK. COATS OF X-100 COAX CABLE BONDING & SEALER (PRODUCT NO. 1138). AFTER PRIMING APPLY ONE FINISH COAT TO THE CABLES AS DIRECTED BY THE ENGINEER.
11. IF GALVANIZED MATERIALS USED, THE GALVANIZED SURFACES MUST BE SOLVENT WIPED AND BRUSH-BLASTED PRIOR TO COATING.
12. SPECIFICATIONS APPLY TO BOTH SHOP AND FIELD COATING.
13. EXTERIOR SURFACE SPOT REPAIR AND RE-COATING:
- 13.1. SPOT PRIME AND FINISH COAT REPAIRED AREAS AS SPECIFIED BY MANUFACTURER. THE COATING SYSTEM SHALL MATCH THE EXISTING COATING SYSTEM ON THE TOWER. THE EXTERIOR PRIMER SHALL BE NEMEC HI-BUILD EPOXYLINE SERIES 66 OR NEMEC-PA500UE SERIES 161, 4.0-6.0 MILS DFT. THE EXTERIOR INTERMEDIATE COAT SHALL BE NEMEC HI-BUILD EPOXYLINE SERIES 161, 4.0-6.0 MILS DFT. THE EXTERIOR FINISH COAT SHALL BE NEMEC HI-BUILD EPOXYLINE SERIES 161, 4.0-6.0 MILS DFT. THE DFT OF THE PRIMER PLUS INTERMEDIATE COAT AT ANY INDIVIDUAL SPOT MEASUREMENT LOCATION SHALL BE 6.5 MILS MINIMUM. THE INTERIOR DRY FILM THICKNESS INCLUDING THE ENDOURSHIELD II SERIES 1075- SHALL BE 3.0-5.0 MILS DFT. THE TOTAL DRY FILM THICKNESS INCLUDING THE PRIMER AND THE FINISH COAT SHALL BE 11 MILS MINIMUM - 17.0 MILS WITH AN AVERAGE OF 13.0 MILS DFT. THE MINIMUM DRY FILM THICKNESS OF THE COATING AT ANY INDIVIDUAL SPOT LOCATION SHALL BE 12.5 MILS. COLOR SHALL MATCH THE EXISTING COATING TO THE OWNER'S SATISFACTION. COLOR DRAWINGS SHALL BE OBTAINED FROM THE PAINT MANUFACTURER FOR THE RESERVOIR OWNER TO CONFIRM COLOR SELECTION(S).
- 13.2. EXTERIOR COATING SHALL BE BY BRUSH AND ROLLER ONLY.

INTERIOR DRY SPOT REPAIR AND RE-COATING:

- 14.1. THE INTERIOR DRY COATING SYSTEM SHALL BE COMPATIBLE WITH THE EXISTING COATING SYSTEM ON THE TANK. THE INTERIOR COATING SHALL BE NEMEC HI-BUILD EPOXYLINE SERIES 66 OR NEMEC-PA500UE SERIES 161, 4.0-6.0 MILS DFT. THE INTERIOR PRIMER SHALL BE NEMEC HI-BUILD EPOXYLINE SERIES 161, 4.0-6.0 MILS DFT. THE INTERIOR INTERMEDIATE COAT SHALL BE NEMEC HI-BUILD EPOXYLINE SERIES 161, 4.0-6.0 MILS DFT. THE INTERIOR FINISH COAT SHALL BE NEMEC HI-BUILD EPOXYLINE SERIES 161, 4.0-6.0 MILS DFT. THE DFT OF THE PRIMER PLUS INTERMEDIATE COAT AT ANY INDIVIDUAL SPOT MEASUREMENT LOCATION SHALL BE 6.5 MILS MINIMUM. THE INTERIOR DRY FILM THICKNESS INCLUDING THE ENDOURSHIELD II SERIES 1075- SHALL BE 3.0-5.0 MILS DFT. THE TOTAL DRY FILM THICKNESS INCLUDING THE PRIMER AND THE FINISH COAT SHALL BE 11 MILS MINIMUM - 17.0 MILS WITH AN AVERAGE OF 13.0 MILS. THE MINIMUM DRY FILM THICKNESS OF THE COATING AT ANY INDIVIDUAL SPOT LOCATION SHALL BE 10.5 MILS. THE COLOR SHALL MATCH THE EXISTING INTERIOR DRY COATING TO THE OWNER'S SATISFACTION. COLOR DRAWINGS SHALL BE OBTAINED FROM THE PAINT MANUFACTURER FOR THE RESERVOIR OWNER TO CONFIRM COLOR SELECTION(S).
15. INTERIOR WET SURFACE SPOT REPAIR AND RE-COATING:
- 15.1. SPOT BLAST THE INTERIOR WET AREA OF THE TANK AT LOCATIONS DAMAGED DURING INSTALLATION OF NEW EXTERIOR AND INTERIOR DRY ITEMS, INCLUDING ANTENNA AND CABLE SUPPORT BRACKETS AND HANDRAIL, TO AN SSPC-SP-10 NEAR WHITE METAL BLAST. FEATHER EDGES OF EXISTING COATING, AT SPOT BLASTED AREAS, USING SSPC-SP-3 POWER TOOL CLEANING METHODS.
- 15.2. THE INTERIOR WET COATING SYSTEM SHALL BE COMPATIBLE WITH THE EXISTING COATING SYSTEM ON THE TANK. THE INTERIOR WET PRIMER SHALL BE NEMEC POT-A-POX PLUS SERIES N140, 4.0 - 6.0 MILS DRY FILM THICKNESS. THE DFT OF THE PRIMER AT ANY INDIVIDUAL SPOT MEASUREMENT LOCATION SHALL BE 2.5 MILS MINIMUM. THE INTERIOR DRY FILM THICKNESS INCLUDING THE ENDOURSHIELD II SERIES 1075- SHALL BE 3.0-5.0 MILS DFT. THE TOTAL DRY FILM THICKNESS INCLUDING THE PRIMER AND THE FINISH COAT SHALL BE 11 MILS MINIMUM - 17.0 MILS WITH AN AVERAGE OF 13.0 MILS. THE MINIMUM DRY FILM THICKNESS OF THE COATING AT ANY INDIVIDUAL SPOT LOCATION SHALL BE 10.5 MILS. THE COLOR SHALL MATCH THE EXISTING INTERIOR DRY COATING TO THE OWNER'S SATISFACTION. COLOR DRAWINGS SHALL BE OBTAINED FROM THE PAINT MANUFACTURER FOR THE RESERVOIR OWNER TO CONFIRM COLOR SELECTION(S).



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1. I hereby certify that this plan, specification, or contract was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Colorado. I am duly Licensed in the State of Colorado under License No. 10000. I am duly Licensed in the State of Colorado under License No. 10000. I am duly Licensed in the State of Colorado under License No. 10000.

Print Name: ROBERT ALAN ZAMER
Signature: [Signature]
Date: 05/22/2023 License # 10000

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DRAWN BY:	CHECKED BY:	APPROVED BY:
JS	RZ	RZ

R205 REV # 2 05/22/2023

CONSTRUCTION DOCUMENTS

SUBMITTALS	
REV	DATE DESCRIPTION
1	12/29/2022 S&B
2	01/20/2023 S&B
3	01/20/2023 S&B
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6	01/20/2023 REVISION
7	01/20/2023 REVISION
8	01/20/2023 REVISION
A&E PROJECT NUMBER	
701012	

DISH Wireless LLC.
PROJECT INFORMATION
MNMSP00413C
300 10TH STREET
WACONIA, MN 55387

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-5

CITY INSTALLATION REQUIREMENTS:

1. ALL EQUIPMENT MUST BE MOUNTED AS STATED IN CONSTRUCTION DRAWINGS, IF ANY EXTRA MAST PIPES ARE NEEDED FOR MOUNTING OF ANY EQUIPMENT (RRU, TMA, RAYCAPS, ETC.), CONTRACTOR MUST HAVE DRAWINGS EDITED TO MATCH AND SA AND OR MA SHALL BE RERUN TO MATCH THE AS BUILT CONDITION. THIS DOCUMENTATION MUST BE SENT TO THE CITY AND KLM FOR THEIR RECORDS.
2. ON ALL NEW AND EXISTING METAL TO METAL CONTACT POINTS: INCLUDE NEOPRENE, NYLON WASHERS, AND A METAL SHIM AS NECESSARY BENEATH AND AROUND ALL CLAMPS, ANGLE ADAPTERS, ETC. AT ALL PAINTED CONTACT POINTS. ON ALL PAINTED EXTERIOR U-BOLT OR COMPRESSION MOUNT CONTACT POINTS ALSO USE COLORED TAPE TO MATCH THE TOWER.
3. ALL MOUNT/STRUCTURAL MODIFICATIONS SHALL BE INSPECTED BY KLM BEFORE ANTENNA WORK MAY START.
4. ALL UNUSED COMPONENTS, CABLES, HARDWARE, ETC. SHALL BE REMOVED FROM THE TOWER.
5. ALL NEW AND EXISTING COMPONENTS/CABLES SHALL BE INSTALLED SO AS NOT TO CREATE A TRIPPING HAZARD OR INTERFERE WITH ACCESS TO THE CLIMBING LADDERS, MAN-WAY HATCHES, OR HAND-RAILINGS.
6. ALL TOWER PENETRATIONS ARE REQUIRED TO BE COMPLETELY SEALED WITH THE APPROPRIATE WEATHERPROOF BOOT.
7. ALL NEW AND EXISTING ANTENNAS, MAST PIPES, EXTERIOR COMPONENTS, CABLES, AND HARDWARE: SHALL BE PAINTED TO COLOR MATCH. ALL NEW ANTENNAS, MAST PIPES, AND MODIFICATION STEEL MUST BE SHOP PAINTED AND INSPECTED. CABLES MAY BE TAPED AS AN ALTERNATE TO PAINTING ONLY WITH APPROVAL OF THE CITY AT THE PRE-CONSTRUCTION MEETING. EXISTING EQUIPMENT MAY BE FIELD PAINTED, OR SHOP PAINTED AND REPLACED (KLM PREFERRED SHOP PAINTER IS IPS IN HUGO, MN).
8. CONTRACTOR IS TO FIELD MATCH AND FIELD VERIFY PAINT COATING COLOR. (KLM WILL PROVIDE WHAT THEY HAVE ON FILE, BUT IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE COLOR MATCH IS APPROVED BY THE CITY).
9. WELDED END CAPS ARE REQUIRED ON ALL NEW EXTERIOR PIPES, FITTED END CAPS ARE REQUIRED ON ALL EXISTING EXTERIOR PIPES.
10. CABLES SHALL BE MANUFACTURED OR TERMINATED TO THE APPROPRIATE LENGTH AND INSTALLED AS NEATLY/DISCREETLY AS POSSIBLE.
11. ALL CABLES ARE REQUIRED TO FOLLOW THE APPROVED CABLE MANAGEMENT ROUTE.
12. ALL CABLES SHOULD BE ROUTED ON 1 CABLE BRIDGE FROM THE TOP OF THE DRYWELL TUBE OUT TO THE HANDRAIL CUT UNISTRUT ENDS SHALL BE COATED WITH A COLD GALVANIZING COMPOUND AND COVERED WITH FITTED PLASTIC COVERS.
13. NO WELDING OVER COATED STEEL SURFACES IS PERMISSIBLE. THE CONTRACTOR IS RESPONSIBLE TO ACCURATELY REMOVE ALL COATINGS BEFORE WELDING. ALL AREAS THAT REQUIRE WELDING ARE TO BE ABRASIVE BLASTED OR GROUND BEFORE ANY WELDING IS STARTED.
14. ALL BURNS OR DAMAGES TO COATING INTERIOR OR EXTERIOR ARE TO BE REPAIRED. USING PROPER REPAIR AND PAINTING METHODS AS DESCRIBED IN THE PAINTING NOTES.
15. PROTECT ALL AREAS ADJACENT TO WELDING AND/OR GRINDING OPERATIONS TO PREVENT DAMAGE OF SURROUNDING INTACT PAINT SYSTEM(S).
16. ALL ANTENNAS, RADIOS, JUNCTION BOXES, AND CABLES AT ALL PENETRATIONS SHALL BE LABELED WITH WEATHERPROOF LABELS, CLEARLY LABELING EQUIPMENT AS "DISH WIRELESS" EQUIPMENT.
17. NO EQUIPMENT OR CABLES MAY BE GROUND TO TOWER BY PERCING TOWER COATING. IT MUST BE PROPERLY GROUND AND FOLLOW ALL LOCAL, STATE, AND NATIONAL ELECTRIC CODE.
18. ALL PAINT COATINGS SHALL BE PROTECTED, AND ALL FIELD PAINTING MUST BE COMPLETED BY A PROFESSIONAL AND APPROVED PAINTER. (KLM PREFERRED COATING REPAIR PAINTER IS SLACK PAINTING).
19. THE CONTRACTOR AND SUBCONTRACTORS SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE CITY/OWNER OF DAMAGED PROPERTY.



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I hereby certify that this plan, specification or contract was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Colorado.

Print Name: ROBERT ALAN ZIMMER
Signature: [Signature]
Date: 05/22/2023 License # 81960

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DRAWN BY: [] CHECKED BY: [] APPROVED BY: []
JS RZ RZ
RFD5 REV # : 2 05/22/2023

CONSTRUCTION DOCUMENTS

SUBMITTALS	
REV	DATE DESCRIPTION
2	12/29/2022 S&B
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6	06/29/2023 NOMIN
7	06/07/2023 NOMIN
8	06/06/2023 NOMIN
A&E PROJECT NUMBER 701012	

DISH Wireless LLC
PROJECT INFORMATION
MNMSP00413C
300 10TH STREET
WACONIA, MN 55387

SHEET TITLE

GENERAL NOTES

SHEET NUMBER

GN-6

EXHIBIT C

TENANT'S EQUIPMENT ON TOWER

Three (3) Panel Antennas
Three (3) Panel Antennas (Future)
Six (6) RRUs
Three (3) OVPs
Three (3) hybrid cables



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		October 2, 2023					
Item Name:		NC Waconia Addition Final Plat					
Originating Department:		Community Development					
Presented by:		Ethan Nelson					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2023-215 approving the NC Waconia Addition Final Plat for the property located at 150 Sparrow Road.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attached is the proposed subdivision of the City owned property at 150 Sparrow Road. Previously, the City and Amcon Construction entered into a purchase agreement for the southern half of the property identified on the proposed plat as Lot 2, Block 1. The City will retain Lot 1, Block 1 and Amcon Construction will build a child day care center on Lot 2. The NC Waconia Addition Final Plat consists of the following: 1. Two commercial parcels. 2. The proposed street and lot configuration are generally consistent with the comments provided by City staff and Carver County. 3. The final construction plans and plat are subject to final review and approval by the City Engineer prior to any work commencing on the subject parcel. CONCLUSION / RECOMMENDATION City Staff recommends approval of the NC Waconia Addition Final Plat subject to the findings and conditions stated in the attached resolution. <u>Attachments:</u> 1. 2023-215 NC Waconia Final Plat.docx 2. 2. Location Map (1 Page) 3. 3. NC Waconia Addition Final Plat (1 Page)							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION 2023-215**

**A RESOLUTION APPROVING NC WACONIA ADDITION FINAL PLAT BY AMCON
CONSTRUCTION**

WHEREAS, Amcon Construction (the “**Applicant**”), on behalf of the City of Waconia, has submitted a final plat application for the for the NC Waconia Addition commercial development consisting of two (2) commercial lots pursuant to Section 1000 of the City Zoning Code of Ordinances; and

WHEREAS, the subject parcel is identified as OUTLOT A, Kwik Trip 1173; and

WHEREAS, the NC Waconia Addition is consistent with the New Creations Child Day Care Site Plan; and

WHEREAS, staff has reviewed the final plat application and recommends approval of the NC Waconia Final Plat subject to the following conditions:

1. Compliance with applicable items contained in Chapter 1000 of the City of Waconia Subdivision Ordinance.
2. Compliance with the conditions of approval for the New Creations Child Day Care Site Plan and Design Review as stated in Resolution No. 2023-202.
3. Compliance with the final plan review of the City Engineer.
4. Drainage and Utility easement must be provided over the following:
 - a. Sanitary sewer main, including around MH-3
 - b. Watermains, including hydrants and hydrant leads, and excluding the service line.
 - c. Stormwater runoff management facilities used to meet governmental requirements.
5. Connection to the 10” water stub on the south side of the site is proposed. More detail should be provided regarding this connection. This 6-inch watermain shall be looped through the site and through the north site to the stub adjacent to the sewer stub south of CSAH 10.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby approves the NC Waconia Addition Final Plat subject to the conditions noted above.

Adopted by the City Council of the City of Waconia this 2nd day of October, 2023.

Nicole Waldron, Mayor

ATTEST: _____
Jackie Schulze, City Clerk



City of Waconia

201 Vine Street South, Waconia, MN 55387

Landscape_8x11

September 2023

NC WACONIA ADDITION

PLAT FILE NO. _____

R.T. DOC. NO. _____

KNOW ALL PERSONS BY THESE PRESENTS: That the CITY OF WACONIA, a municipal corporation owner of the following described property:

OUTLOT A, KWIK TRIP 1173, CARVER COUNTY, MINNESOTA

Have caused the same to be surveyed and platted as NC WACONIA ADDITION and do hereby donate and dedicate to the public for public use forever the drainage and utility easements as created on this plat.

In witness whereof, said CITY OF WACONIA, a municipal corporation, has caused these presents to be signed by its proper officers this _____ day of _____, 20____.

CITY OF WACONIA

BY: _____ as _____

BY: _____ as _____

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____ day of _____, 20____, by _____ as _____

of CITY OF WACONIA, and by _____ as _____, CITY OF WACONIA

Notary Public, _____ County, _____ Printed Name
My commission expires January 31, _____

I, Scott C. Trosen, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been or will be correctly set within one year; that all water boundaries and wet lands as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____

Scott C. Trosen, Licensed Land Surveyor, Minnesota License No. 47465

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____.
by Scott C. Trosen.

Notary Public, _____ County, _____ Printed Name
My commission expires January 31, _____

WACONIA, MINNESOTA

This plat of NC WACONIA ADDITION was approved and accepted by the City Council of the City of Waconia, Minnesota, at a regular meeting thereof held this _____ day of _____, 20____, and is in compliance with the provisions of Minnesota Statutes, , Section 505.03, Subd. 2.

COUNTY SURVEYOR, CARVER COUNTY, MINNESOTA

Pursuant to Chapter 395, Minnesota Laws of 1971, this plat has been approved this _____ day of _____, 20____.

Brian E. Praske, County Surveyor

By: _____

COUNTY AUDITOR, CARVER COUNTY, MINNESOTA

I hereby certify that taxes payable in _____ and prior years have been paid for land described on this plat.

Dated this _____ day of _____, 20____.

Crystal Campos, County Auditor

By: _____

REGISTRAR OF TITLES, CARVER COUNTY, MINNESOTA

I hereby certify that this plat of NC WACONIA ADDITION was filed this _____ day of _____, 20____, at _____ o'clock

_____. M. as Document Number _____.

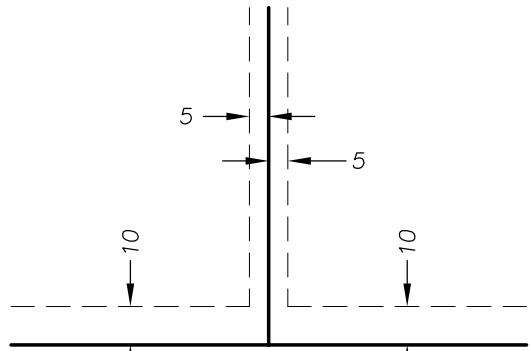
Kaaren Lewis, Registrar of Titles

By: _____

- DENOTES FOUND OPEN 1/2 INCH IRON MONUMENT UNLESS OTHERWISE NOTED
- DENOTES SET 1/2 INCH IRON MONUMENT WITH CAP MARKED R.L.S. NO. 47465

THE NORTH LINE OF OUTLOT A, KWIK TRIP 1173 IS ASSUMED TO BEAR SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST.

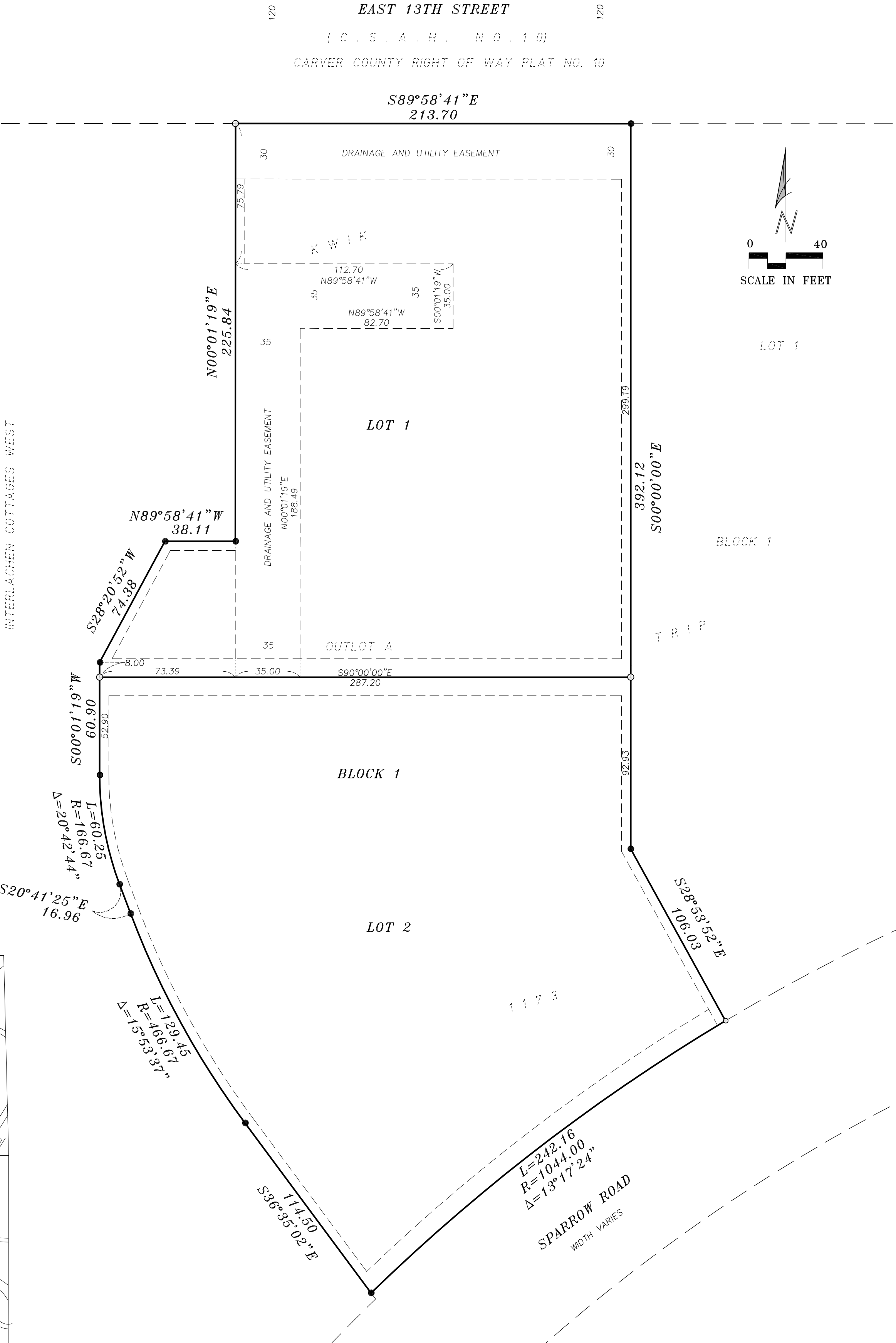
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



DRAINAGE AND UTILITY EASEMENTS BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING STREET OR REAR LOT LINES, AS SHOWN ON THIS PLAT

VICINITY MAP

PART OF SEC. 24, TWP. 116, RNG. 25





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		October 2, 2023					
Item Name:		Air Condensing Unit and Evaporator Coil Replacement					
Originating Department:		Administration					
Presented by:		Jackie Schulze					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2023-216, Approving Air Condensing Unit and Evaporator Coil Replacement							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The air conditioning unit that services City Hall and the Library is failing. On a service call earlier this summer, it was found that Circuit 1 has a leak, and the Circuit 2 compressor has failed. We have since been operating on one circuit, electing not to replace the Circuit 2 compressor knowing we would need to replace the entire unit in 2024. Upon further investigation, it was found that the compressor failure is due to improper refrigerant piping from the condensing unit to the evaporator coil from the time this unit was originally installed and City Hall was originally constructed. The underground piping actually holds liquid which then damages the compressors upon start up. Due to the age of the unit, the condition, and the cost of R-22 (which is the refrigerant this unit operates on) it is recommended we replace the unit. The cost of the new unit, as well as replacing the piping, is \$156,795. Nordic is recommending replacing the unit with a 60 ton as the current unit is considered oversized for the size of our facility. We recommended working with Nordic Mechanical Services, as they are our preferred HVAC vendor and have been doing work on all HVAC at all City sites for the past ten years. We recommended moving this project forward at this time due to significant lead times in obtaining the materials in order for the unit to be installed prior to next summer. This project will be part of the 2024 CIP. We do have adequate cash to cover the cost of this project.							
Attachments:							
1. Res 2023-216 Air Conditioning Unit.docx 2. AC Unit Replacement Proposal.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
PIR CASH							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2023 - 216**

**RESOLUTION AUTHORIZING
AIR CONDENSER UNIT AND
EVAPORATOR COIL REPLACEMENT**

WHEREAS, the air condenser unit servicing City Hall and the Library is failing; and

WHEREAS, the City needs to have a new unit in place prior to next summer in order to continue to provide air conditioning to City Hall and the Library; and

WHEREAS, City staff recommend working with Nordic Mechanical Services on this project, as they are the City's primary vendor for all HVAC related work and have been working with the City since 2014; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Waconia authorizes the air condensing unit and evaporator coil replacement project with Nordic Mechanical Services for the cost of \$156,795.00.

Adopted by the City Council of the City of Waconia this 2nd day of October, 2023.

Nicole Waldron, Mayor

ATTEST: _____
Jackie Schulze, City Clerk



June 9th, 2023

City of Waconia
201 Vine Street
Waconia, MN 55387
Contact: Jackie Schulze
Email: jschulze@waconia.org

Re: City Hall – Condensing Unit and Evaporator Coil Replacement

Nordic Mechanical Services proposes to provide the labor and materials necessary to replace the condensing unit and evaporator coil in the 70-ton split system that serves the City Hall building. On a recent service call it was found that Circuit #1 has a leak and the Circuit #2 compressor has failed. The compressor failure is due to the improper refrigerant piping from the condensing unit to the evaporator coil. The piping underground holds liquid which damages the compressors upon start up. Due to the age of the unit, condition, and the cost of R-22 (refrigerant which the unit operates on); we recommend replacement. We also recommend replacing the existing 70-ton unit with a 60-ton unit as the unit is slightly oversized.

Installation includes:

- 1 – Carrier 60-Ton Condensing Unit
 - Digital Compressor – Allows for increased unloading capabilities
 - Dual Circuit
 - R-410 Refrigerant
- 1 – Carrier Evaporator Coil
 - R-410 Refrigerant
- Refrigerant Piping Replacement
- New Concrete Slab for Refrigerant Lines
- Refrigerant Lines Sheet Metal Cover
- 180# of R410 Refrigerant
- Drywall Repair due to wall in mechanical room
- Crane
- Unit Start up and Testing
- Removal and Environmental Disposal of Existing Condensing Unit and Evaporator Coil
- Installation Materials
- Labor and Installation

Total Project Cost.....\$156,795.00

Project Notes

- 16 Week lead time on equipment
- Existing refrigeration piping to be abandoned underground

All work to be performed during normal business hours unless otherwise noted. If you have any questions or need further information, please contact Nick with Nordic Services.

Thank you,

Nicholas Gonzalez

Acceptance Signature_____

Authorized Signature *Nicholas Gonzalez*

Name (Please Print)_____

Date 6/9/23

Date_____

The prices stated above are valid for 30 days, after that time please contact Nick for accurate pricing.
Nordic Services 11965 Larc Industrial Blvd, Suite 600, Burnsville MN 55337 Phone (952) 894-5800 Fax (952) 894-5802 Email: NickG@nordicservices.net



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		October 2, 2023					
Item Name:		First Amendment to Declaration Creating Watermain Easement - TCO Expansion Project					
Originating Department:		Community Development					
Presented by:		Lane Braaten					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion adopting Resolution 2023-217, approving the First Amendment to Declaration Creating Watermain Easement for the TCO expansion project at 820 Village Way.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City Council, at their regular meeting on June 20th, 2023, approved the Interlaken Village 3rd Addition plat and the accompanying site plan associated with the development of the Twin Cities Orthopedic (TCO) expansion located at 820 Village Way. The approvals require easements, watermain, sanitary sewer and grading issues to be resolved to the satisfaction of the City prior to building permit issuance. The attached First Amendment to Declaration Creating Watermain Easement provides the necessary watermain easement required with the proposed expansion of the TCO building. Staff is recommending approval of the first amendment easement language as drafted.							
Attachments:							
1. 2023-217 Resolution Approving Amended Watermain Easement.pdf 1. TCO_Waconia - First Amendment to Watermain Easement.DOCX							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

CITY OF WACONIA
RESOLUTION NO. 2023-217

RESOLUTION APPROVING AMENDMENT TO WATERMAIN EASEMENT DECLARATION

WHEREAS, in connection with the development of INTERLAKEN VILLAGE 2ND ADDITION, the City of Waconia, Minnesota (the “**City**”) previously accepted the dedication of a watermain easement pursuant to Resolution No. 2019-228; and

WHEREAS, such watermain easement was memorialized by a Declaration Creating Watermain Easement dated November 20, 2018, and recorded November 21, 2018, as Document No. A670408 in the Office of the County Recorder, Carver County, Minnesota (the “**Watermain Easement Declaration**”); and

WHEREAS, Twin Cities Orthopedics is currently undertaking a building expansion project at its therapy and sports performance facility located at 820 village Way, Waconia (the “**TCO Expansion Project**”); and

WHEREAS, in connection with the TCO Expansion Project, the City Council has approved a plat for INTERLAKEN VILLAGE 3RD ADDITION pursuant to Resolution No. 2023-151; and

WHEREAS, the configuration of the TCO Expansion Project and the lots depicted in the INTERLAKEN VILLAGE 3RD ADDITION plat conflict with the easement area depicted in the Watermain Easement Declaration; and

WHEREAS, TCO and applicable property owners have proposed to amend the Watermain Easement Declaration to dedicate a reconfigured easement area acceptable to the City; and

WHEREAS, a proposed First Amendment to Declaration Creating Watermain Easement is attached as Exhibit A (the “**First Amendment**”); and

WHEREAS, the City Council finds it is appropriate and in the best interest of the City to approve the First Amendment;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Waconia, Minnesota, that:

1. The above recitals, including the findings contained therein, are incorporated as resolutions of the City Council.
2. The form of the proposed First Amendment attached as Exhibit A is approved, together with such modifications thereof, deletions therefrom, and additions thereto as the City Administrator or the City Attorney may deem appropriate.
3. The Mayor and City Clerk are hereby authorized to execute, acknowledge, and deliver the First Amendment. In the event of the absence or disability of the Mayor or the City Clerk, such officers of the City as, in the opinion of the City Attorney may act on their behalf shall, without further act or authorization of the City Council, do all things and execute all instruments and documents required to be

done or executed by such absent or disabled officers. The execution of any document or instrument by the appropriate officer or officers of the City authorized herein shall be conclusive evidence of the approval of such document or instrument in accordance with the terms of this resolution.

4. Notwithstanding the authorization provided above, the City Administrator or the City Attorney may withhold or withdraw delivery of the City's signature page to the First Amendment if either determines another party or mortgagee of encumbered property will not agree to the First Amendment.

Passed and adopted by the City Council of the City of Waconia this 2nd day of October, 2023.

Nicole Waldron, Mayor

ATTEST: _____
Jacqueline Schulze, City Clerk

EXHIBIT A

FIRST AMENDMENT TO DECLARATION CREATING WATERMAIN EASEMENT

THIS FIRST AMENDMENT TO DECLARATION CREATING WATERMAIN EASEMENT (the “**Amendment**”) is made and entered into as of this _____ day of _____, 2023 by and between TCO Real Estate-Fund 2, LLC, a Minnesota limited liability company (“**TCO**”), Avalon Interlaken II, LLC, a Delaware limited liability company (“**Avalon**”) and the City of Waconia, a Minnesota municipal corporation (the “**City**”).

RECITALS

A. TCO is the owner of the property legally described as Lot 1, Block 1, Interlaken Village 3rd Addition, Carver County, Minnesota (the “**TCO Parcel**”).

B. Avalon is the owner of the property legally described as Outlot B, Interlaken Village 2nd Addition, Carver County, Minnesota (the “**Avalon Parcel**”).

C. The TCO Parcel and the Avalon Parcel are subject to that certain Declaration Creating Watermain Easement dated November 20, 2018, recorded November 21, 2018, as Document No. A670408 which benefits the City (the “**Declaration**”).

D. TCO plans to expand the existing building located on the TCO Parcel and, as part of its expansion plans, requires that the Declaration be amended to relocate a portion of the watermain easement located on the TCO Parcel, all as more fully described below.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. **Recitals; Definitions.** The Recitals set forth above shall be considered to be a substantive part of this Amendment. Any capitalized terms used but not defined in this Amendment have the meaning given in the Declaration.
2. **New Description of Easement.** Exhibit A attached to the Declaration is hereby deleted and replaced with the Exhibit A-1 attached hereto.

3. **New Site Plan Showing Location of Easement.** Exhibit B attached to the Declaration is hereby deleted and replaced with the Exhibit B-1 attached hereto.
4. **Relocation of Watermain.** TCO, at its sole cost and expense, shall be responsible for the relocation of the watermain so that it is located within the new location of the portion of the Easement on the TCO Parcel.
5. **Declaration in Full Force and Effect.** Except to the extent modified in this Amendment, all other terms and provisions of the Declaration shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the terms of the Declaration, the terms of this Amendment shall govern.
6. **Counterparts.** For the convenience of the parties, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one and the same Agreement.
7. **Successors and Assigns.** References to Avalon and TCO herein shall also apply to their successors and assigns.

[Signatures on Following Pages]

**TCO Real Estate-Fund 2, LLC, a
Minnesota limited liability company**

By _____

Name: _____

Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____,
2023 by _____, the _____ of TCO Real Estate-
Fund 2, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

This instrument was drafted by:
Fredrikson and Byron, P.A. (MSR/LML)
60 South Sixth Street, Suite 1500
Minneapolis, MN 55402

**CITY OF WACONIA, a Minnesota
municipal corporation**

Signed: _____

By: _____

Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2023 by _____, the _____ of City of Waconia, a
Minnesota municipal corporation, on behalf of the corporation.

Notary Public

EXHIBIT A-1

Legal Description of Easement

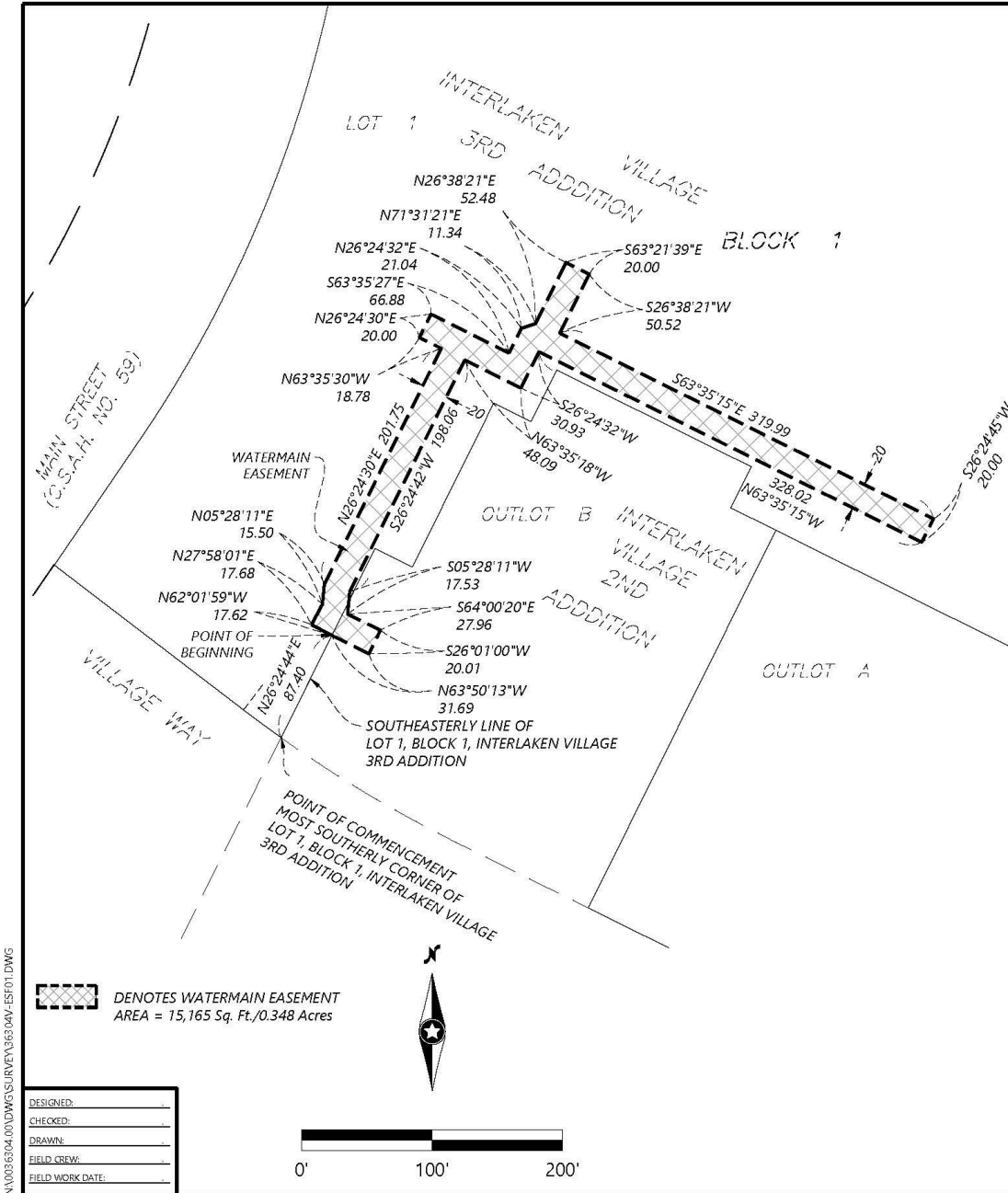
A WATERMAIN EASEMENT LYING OVER AND ACROSS THAT PART OF LOT 1, BLOCK 1, INTERLAKEN VILLAGE 3RD ADDITION AND OUTLOT B, INTERLAKEN VILLAGE 2ND ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, CARVER COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT 1; THENCE NORTH 26 DEGREES 24 MINUTES 44 SECONDS EAST, ASSUMED BEARING ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 87.40 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED; THENCE NORTH 62 DEGREES 01 MINUTE 59 SECONDS WEST, A DISTANCE OF 17.62 FEET; THENCE NORTH 27 DEGREES 58 MINUTES 1 SECOND EAST, A DISTANCE OF 17.68 FEET; THENCE NORTH 5 DEGREES 28 MINUTES 11 SECONDS EAST, A DISTANCE OF 15.50 FEET; THENCE NORTH 26 DEGREES 24 MINUTES 30 SECONDS EAST, A DISTANCE OF 201.75 FEET; THENCE NORTH 63 DEGREES 35 MINUTES 30 SECONDS WEST, A DISTANCE OF 18.78 FEET; THENCE NORTH 26 DEGREES 24 MINUTES 30 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 63 DEGREES 35 MINUTES 27 SECONDS EAST, A DISTANCE OF 66.88 FEET; THENCE NORTH 26 DEGREES 24 MINUTES 32 SECONDS EAST, A DISTANCE OF 21.04 FEET; THENCE NORTH 71 DEGREES 31 MINUTES 21 SECONDS EAST, A DISTANCE OF 11.34 FEET; THENCE NORTH 26 DEGREES 38 MINUTES 21 SECONDS EAST, A DISTANCE OF 52.48 FEET; THENCE SOUTH 63 DEGREES 21 MINUTES 39 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 26 DEGREES 38 MINUTES 21 SECONDS WEST, A DISTANCE OF 50.52 FEET; THENCE SOUTH 63 DEGREES 35 MINUTES 15 SECONDS EAST, A DISTANCE OF 319.99 FEET; THENCE SOUTH 26 DEGREES 24 MINUTES 45 SECONDS WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 63 DEGREES 35 MINUTES 15 SECONDS WEST, A DISTANCE OF 328.02 FEET; THENCE SOUTH 26 DEGREES 24 MINUTES 32 SECONDS WEST, A DISTANCE OF 30.93 FEET; THENCE NORTH 63 DEGREES 35 MINUTES 18 SECONDS WEST, A DISTANCE OF 48.09 FEET; THENCE SOUTH 26 DEGREES 24 MINUTES 42 SECONDS WEST, A DISTANCE OF 198.06 FEET; THENCE SOUTH 5 DEGREES 28 MINUTES 11 SECONDS WEST, A DISTANCE OF 17.53 FEET; THENCE SOUTH 64 DEGREES 0 MINUTES 20 SECONDS EAST, A DISTANCE OF 27.96 FEET; THENCE SOUTH 26 DEGREES 01 MINUTE 0 SECONDS WEST, A DISTANCE OF 20.01 FEET; THENCE NORTH 63 DEGREES 50 MINUTES 13 SECONDS WEST, A DISTANCE OF 31.69 FEET TO THE POINT OF BEGINNING.

EXHIBIT B-1

Site Plan Showing Location of Easement

© 2023 Westwood Professional Services, Inc.



DESIGNED:	
CHECKED:	
DRAWN:	
FIELD CREW:	
FIELD WORK DATE:	

TCO - WACONIA
WACONIA, MN

Westwood

Phone (210) 265-8300 211 North Loop 1604 East, Suite 205
Toll Free (888) 937-5150 San Antonio, TX 78232
westwoodps.com

Westwood Professional Services, Inc.
TPELS ENGINEERING FIRM REGISTRATION NO. 11756
TPELS SURVEYING FIRM REGISTRATION NO. 10074301

**EASEMENT
SKETCH**

SHEET NUMBER:

2 OF 2
DATE: 06/30/23

PROJECT NUMBER: 0036304.00

CONSENT TO FIRST AMENDMENT TO DECLARATION

The undersigned, Bell Bank, a North Dakota banking corporation ("Mortgagee") is a holder of a mortgage ("Mortgage"), executed by TCO Real Estate-Fund 2, LLC, a Minnesota limited liability company ("Mortgagor") in favor of Mortgagee, dated April 29, 2019. Said Mortgage was filed on April 30, 2019, in the office of the County Recorder of Carver County, Minnesota as Document No. A676393.

The Mortgage constitutes a valid and subsisting first lien upon the property described as: Lot 1, Block 1, Interlaken Village 3rd Addition, according to the recorded plat thereof, Carver County, Minnesota.

Mortgagee desires to waive any objection it may have to the execution and acknowledgement of the forgoing FIRST AMENDMENT TO DECLARATION by the parties thereof, and desires further to consent to the recording of the forgoing Amendment in the office of the County Recorder of Carver County, Minnesota.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagee, for itself, its successors and assigns, hereby consents to the foregoing Amendment, and consents to the recording of said Amendment in the office of the County Recorder of Carver County, Minnesota. In addition, Mortgagee, for itself, its successors and assigns, agrees that the Mortgage shall be, and the same hereby is made, subject to the foregoing Amendment with the same force and effect as though the foregoing Amendment had been executed, delivered and recorded prior to the date of the Mortgage.

IN WITNESS WHEREOF, this Consent has been executed by the undersigned as of this ____ day of _____, 2023.

Bell Bank, a North Dakota banking corporation

Signed: _____

By: _____

Its: _____

STATE OF MINNESOTA }

ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of ____, 2023, by _____, the _____ of Bell Bank, a North Dakota banking corporation, on behalf of the banking corporation.

(Seal)

Notary Public

FIRST AMENDMENT TO DECLARATION CREATING WATERMAIN EASEMENT

THIS FIRST AMENDMENT TO DECLARATION CREATING WATERMAIN EASEMENT (the “**Amendment**”) is made and entered into as of this _____ day of _____, 2023 by and between TCO Real Estate-Fund 2, LLC, a Minnesota limited liability company (“**TCO**”), Avalon Interlaken II, LLC, a Delaware limited liability company (“**Avalon**”) and the City of Waconia, a Minnesota municipal corporation (the “**City**”).

RECITALS

- A. TCO is the owner of the property legally described as Lot 1, Block 1, Interlaken Village 3rd Addition, Carver County, Minnesota (the “**TCO Parcel**”).
- B. Avalon is the owner of the property legally described as Outlot B, Interlaken Village 2nd Addition, Carver County, Minnesota (the “**Avalon Parcel**”).
- C. The TCO Parcel and the Avalon Parcel are subject to that certain Declaration Creating Watermain Easement dated November 20, 2018, recorded November 21, 2018, as Document No. A670408 which benefits the City (the “**Declaration**”).
- D. TCO plans to expand the existing building located on the TCO Parcel and, as part of its expansion plans, requires that the Declaration be amended to relocate a portion of the watermain easement located on the TCO Parcel, all as more fully described below.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. **Recitals; Definitions.** The Recitals set forth above shall be considered to be a substantive part of this Amendment. Any capitalized terms used but not defined in this Amendment have the meaning given in the Declaration.
2. **New Description of Easement.** Exhibit A attached to the Declaration is hereby deleted and replaced with the Exhibit A-1 attached hereto.

3. **New Site Plan Showing Location of Easement.** Exhibit B attached to the Declaration is hereby deleted and replaced with the Exhibit B-1 attached hereto.
4. **Relocation of Watermain.** TCO, at its sole cost and expense, shall be responsible for the relocation of the watermain so that it is located within the new location of the portion of the Easement on the TCO Parcel.
5. **Declaration in Full Force and Effect.** Except to the extent modified in this Amendment, all other terms and provisions of the Declaration shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the terms of the Declaration, the terms of this Amendment shall govern.
6. **Counterparts.** For the convenience of the parties, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one and the same Agreement.
7. **Successors and Assigns.** References to Avalon and TCO herein shall also apply to their successors and assigns.

[Signatures on Following Pages]

IN WITNESS, the following have executed this Amendment as of the day and year set forth above.

**AVALON INTERLAKEN II, LLC, a
Delaware limited liability company**

By _____

Name: _____

Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____, the _____ of Avalon Interlaken II, LLC, a Delaware limited liability company, on behalf of the company.

Notary Public

**TCO Real Estate-Fund 2, LLC, a
Minnesota limited liability company**

By_____

Name:_____

Its:_____

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____,
2023 by _____, the _____ of TCO Real Estate-
Fund 2, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

This instrument was drafted by:
Fredrikson and Byron, P.A. (MSR/LML)
60 South Sixth Street, Suite 1500
Minneapolis, MN 55402

**CITY OF WACONIA, a Minnesota
municipal corporation**

Signed: _____

By: _____

Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2023 by _____, the _____ of City of Waconia, a
Minnesota municipal corporation, on behalf of the corporation.

Notary Public

EXHIBIT A-1

Legal Description of Easement

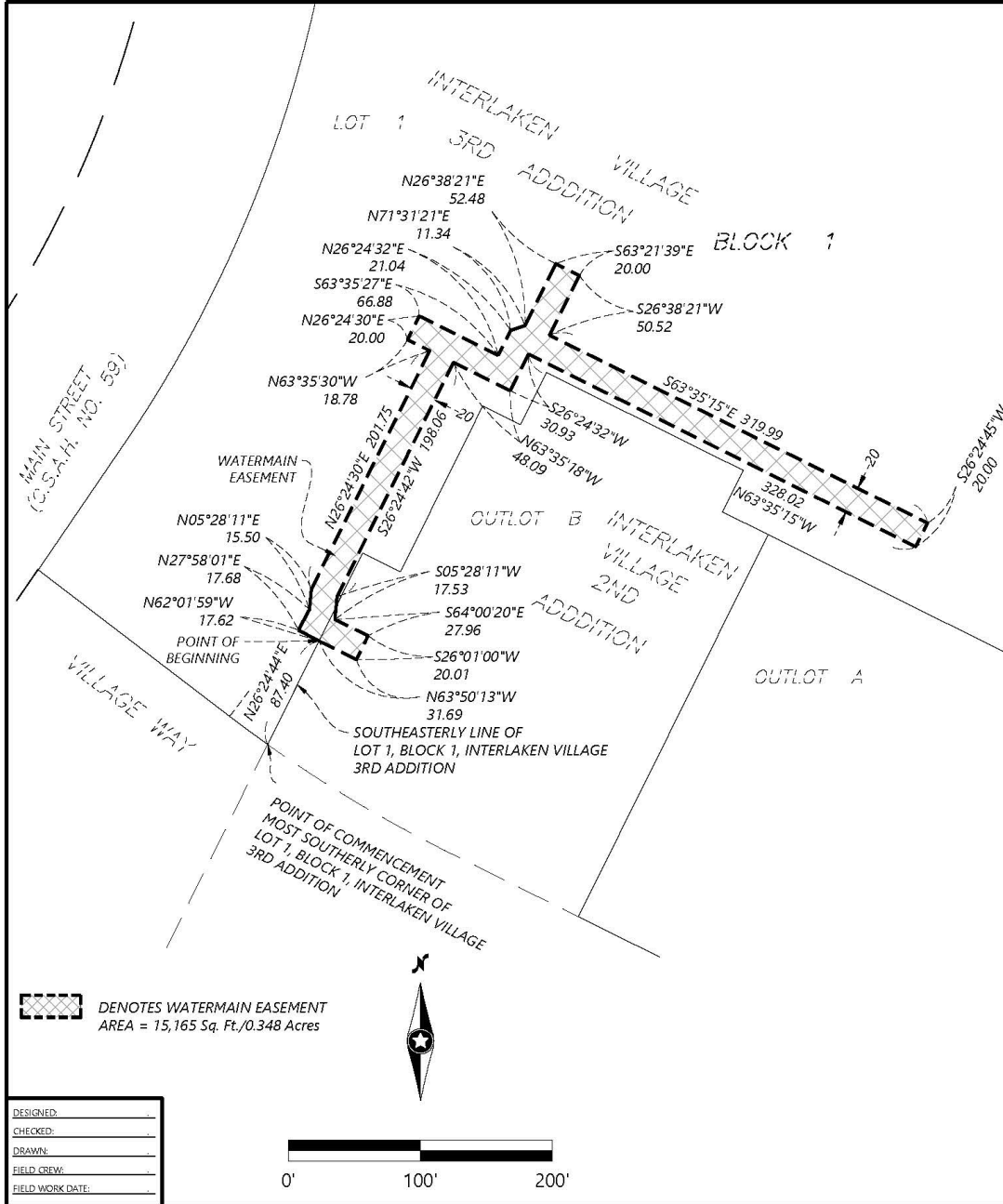
A WATERMAIN EASEMENT LYING OVER AND ACROSS THAT PART OF LOT 1, BLOCK 1, INTERLAKEN VILLAGE 3RD ADDITION AND OUTLOT B, INTERLAKEN VILLAGE 2ND ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, CARVER COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT 1; THENCE NORTH 26 DEGREES 24 MINUTES 44 SECONDS EAST, ASSUMED BEARING ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 87.40 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED; THENCE NORTH 62 DEGREES 01 MINUTE 59 SECONDS WEST, A DISTANCE OF 17.62 FEET; THENCE NORTH 27 DEGREES 58 MINUTES 1 SECOND EAST, A DISTANCE OF 17.68 FEET; THENCE NORTH 5 DEGREES 28 MINUTES 11 SECONDS EAST, A DISTANCE OF 15.50 FEET; THENCE NORTH 26 DEGREES 24 MINUTES 30 SECONDS EAST, A DISTANCE OF 201.75 FEET; THENCE NORTH 63 DEGREES 35 MINUTES 30 SECONDS WEST, A DISTANCE OF 18.78 FEET; THENCE NORTH 26 DEGREES 24 MINUTES 30 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 63 DEGREES 35 MINUTES 27 SECONDS EAST, A DISTANCE OF 66.88 FEET; THENCE NORTH 26 DEGREES 24 MINUTES 32 SECONDS EAST, A DISTANCE OF 21.04 FEET; THENCE NORTH 71 DEGREES 31 MINUTES 21 SECONDS EAST, A DISTANCE OF 11.34 FEET; THENCE NORTH 26 DEGREES 38 MINUTES 21 SECONDS EAST, A DISTANCE OF 52.48 FEET; THENCE SOUTH 63 DEGREES 21 MINUTES 39 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 26 DEGREES 38 MINUTES 21 SECONDS WEST, A DISTANCE OF 50.52 FEET; THENCE SOUTH 63 DEGREES 35 MINUTES 15 SECONDS EAST, A DISTANCE OF 319.99 FEET; THENCE SOUTH 26 DEGREES 24 MINUTES 45 SECONDS WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 63 DEGREES 35 MINUTES 15 SECONDS WEST, A DISTANCE OF 328.02 FEET; THENCE SOUTH 26 DEGREES 24 MINUTES 32 SECONDS WEST, A DISTANCE OF 30.93 FEET; THENCE NORTH 63 DEGREES 35 MINUTES 18 SECONDS WEST, A DISTANCE OF 48.09 FEET; THENCE SOUTH 26 DEGREES 24 MINUTES 42 SECONDS WEST, A DISTANCE OF 198.06 FEET; THENCE SOUTH 5 DEGREES 28 MINUTES 11 SECONDS WEST, A DISTANCE OF 17.53 FEET; THENCE SOUTH 64 DEGREES 0 MINUTES 20 SECONDS EAST, A DISTANCE OF 27.96 FEET; THENCE SOUTH 26 DEGREES 01 MINUTE 0 SECONDS WEST, A DISTANCE OF 20.01 FEET; THENCE NORTH 63 DEGREES 50 MINUTES 13 SECONDS WEST, A DISTANCE OF 31.69 FEET TO THE POINT OF BEGINNING.

EXHIBIT B-1

Site Plan Showing Location of Easement

© 2023 Westwood Professional Services, Inc.



TCO - WACONIA
WACONIA, MN

Westwood

Phone (210) 265-8300 211 North Loop 1604 East, Suite 205
Toll Free (888) 937-5150 San Antonio, TX 78232
westwoodps.com

Westwood Professional Services, Inc.
TPELS ENGINEERING FIRM REGISTRATION NO. 11756
TPELS SURVEYING FIRM REGISTRATION NO. 10074301

**EASEMENT
SKETCH**

SHEET NUMBER:

2 OF 2
DATE: 06/30/23

PROJECT NUMBER: 0036304.00

CONSENT TO FIRST AMENDMENT TO DECLARATION

The undersigned, Bell Bank, a North Dakota banking corporation ("Mortgagee") is a holder of a mortgage ("Mortgage"), executed by TCO Real Estate-Fund 2, LLC, a Minnesota limited liability company ("Mortgagor") in favor of Mortgagee, dated April 29, 2019. Said Mortgage was filed on April 30, 2019, in the office of the County Recorder of Carver County, Minnesota as Document No. A676393.

The Mortgage constitutes a valid and subsisting first lien upon the property described as: Lot 1, Block 1, Interlaken Village 3rd Addition, according to the recorded plat thereof, Carver County, Minnesota.

Mortgagee desires to waive any objection it may have to the execution and acknowledgement of the forgoing FIRST AMENDMENT TO DECLARATION by the parties thereof, and desires further to consent to the recording of the forgoing Amendment in the office of the County Recorder of Carver County, Minnesota.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagee, for itself, its successors and assigns, hereby consents to the foregoing Amendment, and consents to the recording of said Amendment in the office of the County Recorder of Carver County, Minnesota. In addition, Mortgagee, for itself, its successors and assigns, agrees that the Mortgage shall be, and the same hereby is made, subject to the foregoing Amendment with the same force and effect as though the foregoing Amendment had been executed, delivered and recorded prior to the date of the Mortgage.

IN WITNESS WHEREOF, this Consent has been executed by the undersigned as of this ____ day of _____, 2023.

Bell Bank, a North Dakota banking corporation

Signed: _____

By: _____

Its: _____

STATE OF MINNESOTA }

ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of ____, 2023, by _____, the _____ of Bell Bank, a North Dakota banking corporation, on behalf of the banking corporation.

(Seal)

Notary Public



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		October 2, 2023					
Item Name:		Roadside Memorial Policy					
Originating Department:		Administration					
Presented by:		Jackie Schulze					
Previous Council Action (if any):							
Item Type (X only one):	Consent		Regular Session	X	Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2023-218, Approving Roadside Memorial Policy for City of Waconia							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Loss from a vehicular accident has a devastating impact on families and friends of the victim. The City of Waconia understands the shock of a loss of life and recognizes that some people grieve by placing a memorial within the road right-of-way near the accident site. While the City acknowledges some people express themselves in this way, these memorials within a roadways right-of-way can pose as a safety hazard. City staff recommend implementing a roadside memorial policy that will allow temporary roadside memorials to remain in place for up to six months. At the six month mark, the memorial would be removed by City staff and stored at the Public Services facility for 30 days where items can be retrieved by family or friends of the accident victims. Roadside memorials that pose an imminent safety concern would be removed immediately and memorials that interfere with routine maintenance or fall into disrepair would be removed prior to the six month date. The City will make every attempt to contact the family of the victim prior to the removal of any items. For parties that wish to have a permanent memorial in place, we strongly encourage working with our City staff and looking into our donation policy, which allows individuals to donate pieces of furniture, benches, trees, etc., in memory or honor of an individual. The full policy is attached for the City Council's consideration. Attachments: 1. Res 2023-218 Roadside Memorial.docx 2. Roadside Memorial Policy							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2023 - 218**

**RESOLUTION ADOPTING
ROADSIDE MEMORIAL POLICY**

WHEREAS, the City of Waconia recognizes that a loss from a vehicular accident has a devastating impact on families and friends of the victim; and

WHEREAS, the City understands that some people grieve by placing a memorial within the road right-of-way near the accident site; and

WHEREAS, City staff recommend a roadside memorial policy that outlines when and for how long roadside memorials are appropriate and when they will be removed; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Waconia adopts the Roadside Memorial Policy for the City of Waconia.

Adopted by the City Council of the City of Waconia this 2nd day of October, 2023.

Nicole Waldron, Mayor

ATTEST: _____
Jackie Schulze, City Clerk

Roadside Memorials along City of Waconia Roadways

Purpose: Loss of life from a vehicular accident has a devastating impact on families and friends of the victim. The City of Waconia ("City") understand the distressing shock of a loss of life and recognize that some people grieve by placing a memorial within the road right-of-way near the accident site.

While the City acknowledges the need some people feel to express themselves in this way, the placement of memorials within a roadway's right-of-way can pose a safety hazard.

Policy: When the City becomes aware of a roadside memorial, they will allow it to remain in place for six months. At the six-month mark, the memorial will be removed and the City will store the materials for 30-days at the Public Services Facility where they can be retrieved by friends or family of the accident victim.

Roadside memorials will be removed as soon as possible if they pose a safety concern. For example:

- If it interferes with roadway safety features or line of sight
- If it negatively impacts the free flow of traffic
- If it would be a hazard should it be hit

Roadside memorials will be removed prior to the six months if:

- It interferes with routine maintenance
- It falls into disrepair

The City will make every attempt to contact the family of the victim prior to the removal of the items so the family has the opportunity to pick up all the memorial items from the Public Services facility within 30 days of removal. After 30 days, memorial items will be discarded.

The City strongly encourages grieving parties who wish to have a permanent memorial to work with the City. The City has a donation policy which allows individuals to donate pieces of furniture, benches, trees, etc., in memory or honor of an individual.