

PERMIT FEE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 2026, by and between the City of Watertown Wisconsin municipal corporation (“City”), and TDS Metrocom LLC ("TDS"), sometimes referred to collectively herein as the "Parties," as follows:

RECITALS

WHEREAS, the City owns and maintains rights-of-way in the public trust for transportation and other public purposes; and pursuant to Wis. Stat. sec. 86.16, Wis. Stat. sec. 61.34 and Wis. Admin. Code Ch. PSC 130, City has adopted ordinance section (457-51) of the City of Watertown Municipal Code which sets forth permitting, reconstruction, and restoration requirements for the location of utility facilities within the public right-of-way.

WHEREAS, TDS is a “public utility” as defined in sec. 196.01 Wis. Stats.;

WHEREAS, TDS desires to construct a fiber optics network within the City to provide commercial and residential broadband connectivity and related services (the "Network") through the installation of conduit, fiber optics, handholds, cabinets, and related underground and above-ground broadband infrastructure within the City of Watertown as generally depicted in **Exhibit A**, attached hereto and incorporated herein, ("Network Facilities"); and

WHEREAS, TDS desires to utilize the City's public rights-of-way under this Agreement, City ordinances, and applicable laws for the installation of a fiber optic network; and intends to install fiber optic cable within approximately 121 miles of City-owned right-of-way during the years 2025-2027 (the “Project”);

WHEREAS, City desires to support the expansion of fiber optics networks to increase access to vital broadband connections and capacity to our residents and businesses in a manner reasonably consistent with such terms as are applicable to other similar contractors or providers; and

WHEREAS, City will incur significant costs to manage TDS’ access to and use of City owned public rights-of-way as defined in Watertown ordinances section 457-20 (“Rights-of-Way”) throughout the Project including, but not limited to, the management function costs specified in Wis. Admin. Code sec. PSC 130.05(1) (“Management Function Costs”)

WHEREAS, TDS and the City acknowledge and agree that fixed Management Function Costs of \$8,000.00 per DFN permit in 2025, \$8,000.00 per DFN permit in 2026, and \$8,400.00 in 2027 per DFN permit, of the Project are reasonable pursuant to the terms of Section 3. h. below and has agreed to establish this Agreement with the City to fund the prompt and equitable repayment of such Management Function Costs. TDS shall be responsible for engineering consultant fees above and beyond the above referenced fees resulting from additional review due to incomplete or insufficient permit applications, or unforeseen construction conditions.

WHEREAS, the Parties elect to enter into this Agreement to facilitate the timely, safe, and effective installation of Network Facilities, to acknowledge and establish mutual expectations regarding the said Project, and for such other good and valuable consideration. TDS shall maintain a minimum presence of five (5) drilling crews operating within the City on the Project.

NOW, THEREFORE, BE IT MUTUALLY AGREED as follows:

1. **RECITALS**. The above Recitals are hereby incorporated and form a part of this Agreement.
2. **SCOPE OF PROJECT**. The Network is planned within the jurisdictional boundary of the City, in both Public ROWs and Public Utility Easements of the City, with Network Facilities installed throughout the City solely at TDS's cost and expense.

3. **PERMITS.** TDS shall timely apply for issuance of permits required for the Network or installation of Network Facilities. The Parties further agree as follows:
- a. Permit applications shall be submitted in geographically compact groupings known as Digital Fiber Network (DFN) approximately sixteen thousand linear feet (~16,000 LF), at maximum per application, with sufficient lead time to allow the City to conduct reviews efficiently and timely to TDS' preferred construction schedule. The Parties shall meet before the commencement of the installation of the Network Facilities and periodically thereafter as mutually agreeable to discuss and agree upon a work schedule, staging, and desired completion times.
 - b. Permit applications shall be submitted via email to the Director of Public Works/City Engineer or designee. Addresses and geographical area information shall be provided by TDS. The Parties shall coordinate packaging or grouping applications to allow for the efficiency of time and costs and avoid exceeding City's operational capacity.
 - c. Drawings. The sample drawings attached as **Exhibit B**, attached hereto and incorporated herein, outline in sufficient detail the type of information TDS will generally be required to submit to the City to obtain the appropriate permit. TDS shall be responsible for knowledge of the City Code of Ordinances and other applicable state and local permit standards and shall use best efforts to submit permit applications that are complete, forthright, and accurate. The City will work in good faith to assist TDS when more information is required.
 - d. Applications and Approvals. Both parties shall use their best efforts to facilitate accurate and prompt review of all necessary permits through timely, accurate submittal and payments of the permit application, and timely review and response once completed applications are submitted by TDS. The City shall respond to complete and paid permit applications within thirty (30) calendar days.
 - e. Network Cabinets, Pedestals, and other Above Grade Network Facilities. TDS shall make best efforts to locate and install Network Facilities underground. However, certain Network Facilities, including cabinets and pedestals (used to house equipment necessary to operate the network) are above-grade facilities. TDS shall place such above-grade facilities in a mutually agreed upon location, which may be in private easements, public utility easements, acquired property, or, if other options are not feasible and where the location would not cause a public safety or maintenance concern for the City, including in conflict with future sidewalk routes, only then in the Rights-of-Way, as a last resort.
 - f. Scope. An individual application for a DFN permit may cover a large geographic area of the City consisting of up to approximately five hundred (~500) residential homes and/or businesses but approximately sixteen thousand linear feet (~16,000 LF) at maximum per application. TDS Permits may cover multiple streets, and all impacted street corridors shall be listed in the location field of the permit.
 - g. Post Construction Record Drawings. Upon completion of work in a permitted area, TDS will provide As-Builts. As-Builts shall contain latitudinal, longitudinal, and elevation data for all installed facilities.
 - h. Permit Fees and Additional Engineering Costs. In lieu of hourly rates, fees and costs required by City ordinance and those reasonably related to any and all permits and inspections associated with the Rights-of-Way, the parties agree TDS will pay the sum of \$8,000.00 per DFN permit in 2025

and 2026, and \$8,400.00 per DFN permit in 2027 (“Funds”). Notwithstanding the foregoing, in the event that additional City engineering consultant review is required due to incomplete, inaccurate, or insufficient permit applications, utility plan resubmittals, unforeseen construction conditions, or contractor inefficiencies, such additional costs incurred by the City’s engineering consultant shall be paid directly by TDS. TDS shall reimburse the City for such additional engineering consultant fees within thirty (30) days of invoice, and such fees shall be in addition to the base DFN permit fees specified herein. The City shall provide supporting documentation for additional fees.

4. Deposit of Funds. TDS shall initially deposit funds sufficient to cover 51 DFN permit applications at \$8,000 per permit, for a total initial deposit of \$408,000.00 (the “Funds”). The City will acknowledge receipt of the Funds and shall hold them in its general account for the sole benefit of the City in accordance with the terms of this Agreement to fund the Management Function Costs for functions undertaken to manage TDS’s access and use of the Rights-of-Way pursuant to this Agreement.

At the end of each calendar year, the City shall review the number of DFN permits still required to complete the Project. Based on such review, TDS shall deposit additional funds equal to the difference between the prior year’s permit rate and the applicable permit rate for the following year, multiplied by the number of outstanding DFN permits. For example, for permits carried into 2027, TDS shall deposit an additional \$400 per outstanding permit (the difference between \$8,400 for 2027 and \$8,000 for 2026). Such additional deposits shall be made promptly to ensure uninterrupted permit review and administration.

All funds shall be used solely for the payment of costs related to Management Function Costs, including engineering consultant fees incurred in connection with permit review and administration.

5. Disbursement of Funds. The City is hereby authorized to disburse the Funds as follows: The City shall disburse Funds to its general account sufficient to pay any invoice received from Short Elliott Hendrickson Inc., or another engineering consultant selected by the City, for services in connection with a DFN Permit submitted by TDS for review or issued to TDS for the Project. The City shall submit an invoice to TDS within thirty (30) days of such disbursement. TDS may object to any disbursement which it believes inappropriate within 15 days of receipt of the invoice from the City.

In no event shall the City disburse Funds for any purpose other than the payment of costs related to and in connection with the Management Function Costs as defined above.

6. Fund Replenishment. Should the Funds fall below \$40,800.00, Utility shall review the progress of the Project and provide an estimate of the number of DFN permits still required to complete such Project. Provided the Project has not been terminated, the Fund will then be replenished to a level equal to the current year’s DFN Permit cost times the number of DFN permits needed to complete the Project.
7. Release of Funds. Upon completion of the Project and written acceptance of improvements by the City, signed by the City Mayor, remaining Funds, if any, may be disbursed to TDS and this Agreement shall terminate and no party shall have any further rights, duties or obligations.
8. Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be delivered by hand or sent by electronic mail (with hard copy to follow), or sent, postage prepaid, by registered, certified or express mail and shall be deemed delivered upon delivery by hand, or if mailed, when received as follows:

delivered, as follows:

To the City: City Clerk
 106 Jones Street
 Watertown, WI 53094

and

Andrew M Beyer, Director of Public Works/City Engineer
106 Jones Street
Watertown, WI 53094
(920) 262-4050
ABeyer@cityofwatertownwi.gov

To TDS: Bruce Shead, Manager of Business Development
525 Junction Rd.
Madison WI 53717
(314) 277-9152- Office/Cell

Bruce.Shead@tdstelecom.com

Installer: To be provided by TDS to City when the installer is retained
following prequalification to perform work for this project.

9. Assignment. This Agreement shall not be assigned by any party hereto.
10. Non-Waiver of Recovery Rights. Nothing in this Agreement shall be deemed a waiver of the City's right to recover actual costs for repair, restoration, or other damages arising from the Project.
11. Entire Agreement. This Agreement constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter herein and supersedes all prior agreements and understandings relating to such subject matter.
12. Amendments. This Agreement may be amended only by a written instrument duly executed by all parties hereto.
13. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Parties.
14. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable under applicable law, such invalidity, illegality or unenforceability shall not affect any other provision hereof.
15. Controlling Law. This Agreement and each and all of the terms, covenants and conditions hereof shall be interpreted in accordance with and governed in all respects by the internal laws of the State of Wisconsin. Any dispute under this Agreement shall be venued exclusively in the circuit court in and for Jefferson County, Wisconsin. The Parties irrevocably consent to the personal jurisdiction of said court.
16. Drafting/Interpretation. This Agreement was mutually drafted, and its interpretation shall not be construed against either party in whole or in part. The Parties are experienced market participants, represented by legal counsel, and enter into this Agreement fully informed and advised of their legal rights and the effects of the terms and conditions of the Agreement stated herein and executed below.
17. Indemnification. TDS agrees to indemnify, defend and hold harmless the City, its successors and assigns, against and with respect to any and all damages, claims, losses, and expenses of any kind including without limitation, reasonable legal and consulting expenses, incurred by the City or which are asserted against or imposed upon the City by any other party (including without limit any governmental entity)

18. Limitation of Municipal Liability. Nothing contained within this Agreement is intended to be a waiver or estoppel of City or its insurer to rely upon the limitations, defenses, and immunities contained within Sections 346.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

19. Public Records. TDS understands and acknowledges that City is subject to Wisconsin's Public Records Law and may be required to disclose certain public records when requested. City will provide TDS with notification and opportunity to redact any public records request for TDS' Confidential Information prior to release.

IN WITNESS THEREOF, the parties herein witness and execute this Agreement on this _____ day of _____, 2026.

TDS Metrocom, LLC

Wade Soczka, Director-Network Construction

CITY OF WATERTOWN, WISCONSIN

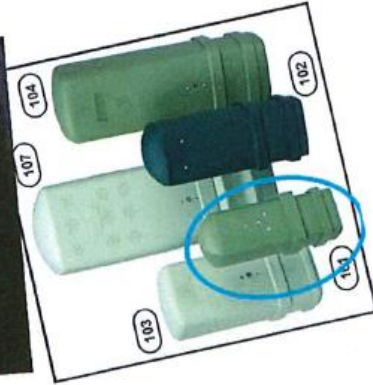
Robert Stocks, Mayor

Megan Dunneisen, City Clerk

Approved as to form:

Alexandra A. Panagopoulos, City Attorney

Required Structures – Above & Below Ground



600R x 600 Heavy Duty



600R x 600 Medium Duty

Specs and Techs: 400R Access Chamber



ADDRESS: 1541 BOOMER ST, WATERTOWN, WI 53094, USA
 PROJECT NAME: TC-223046021
 LAT - LONG 43.164586°, -88.703880°
 DA DFN - 04



SCOPE OF WORK

FROM PROPOSED PB-DA-1132#P8003BD-2
 TO PROPOSED HH-DA-1130#H-033B
 RUN APPROXIMATELY 691'0" 24' BFO,
 12063' 38' BFO
 BFO(1)(1.25')

DRAWING INDEX

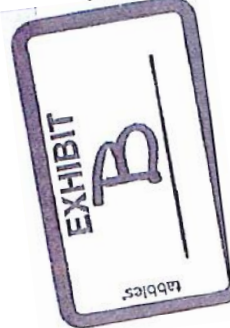
- 1- COVER SHEET/SITE LOCATION
- 2- LEGEND
- 3- 66 PROJECT LOCATION
- 57-69 TC PLAN TYPICAL

NO.	DATE	DESCRIPTION
1	07/13/2023	ORIGINAL

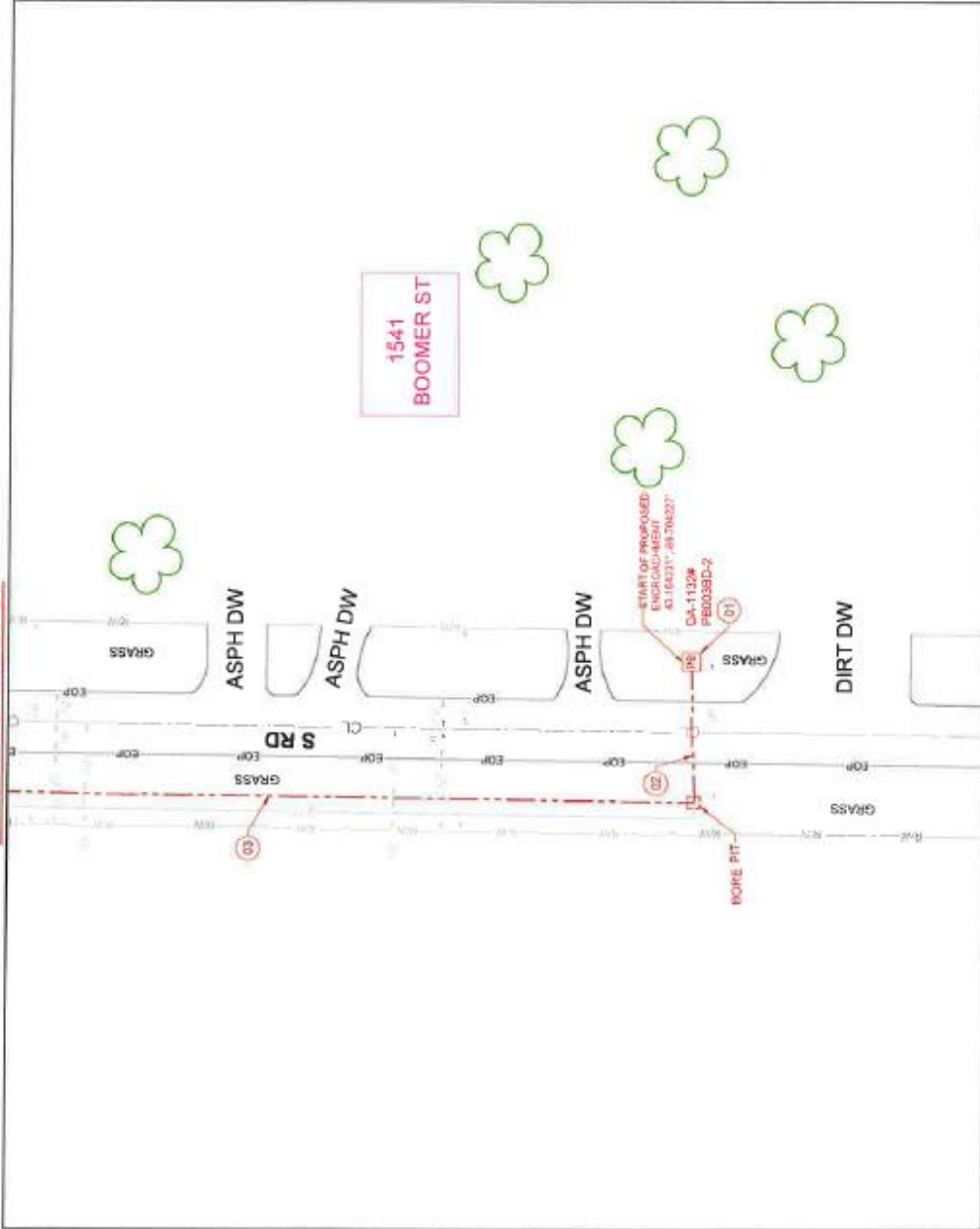
PROJECT MANAGER: [Logo]
 DESIGN FIRM: [Logo]
 PROJECT: CONCRETE NETWORKS LLC
 ADDRESS: 1541 BOOMER ST, WATERTOWN, WI 53094, USA
 SHEET: 13 OF 88



Know what's below.
 Call before you dig.



MATCH TO SHEET 04



- 01 PROPOSED PB
- 02 BM500 APPROX. 30'
- 03 CONDUIT OWNER: TDS
CONDUIT LENGTH: 300'
CONDUIT QTY: 1
CONDUIT SIZE: 1.25"
CONDUIT TYPE: HDPE
BIFOV APPROX.: 271'

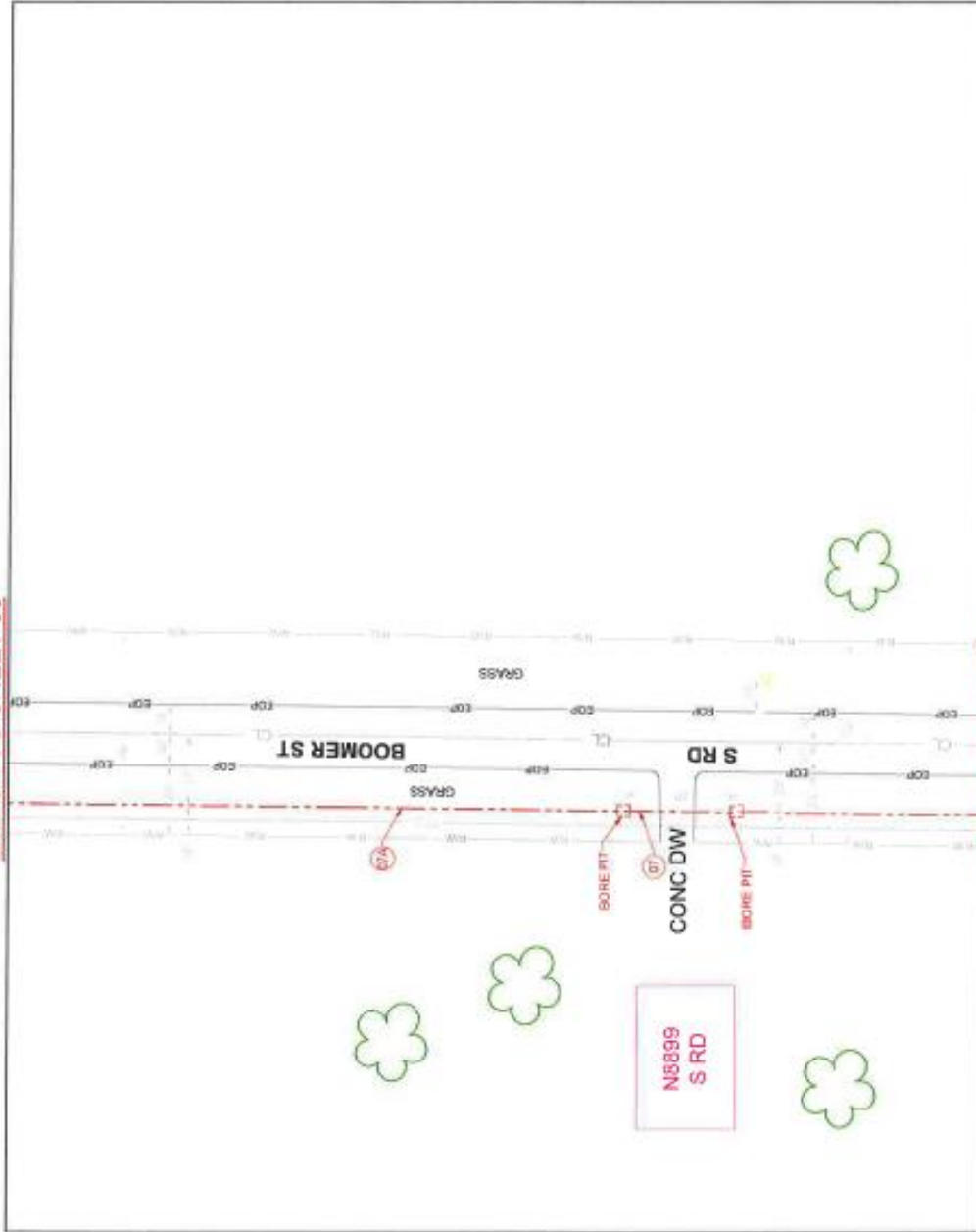
NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	04/20/2024
2	ISSUED FOR PERMITS	04/20/2024
3	ISSUED FOR PERMITS	04/20/2024

TDS
 TDS DESIGN GROUP, INC.
 10000 WILSON AVENUE, SUITE 100
 WESTLAKE, CALIFORNIA 91391
 TEL: (818) 499-8888
 FAX: (818) 499-8889
 WWW.TDSGROUP.COM

811
 Know what's below.
 Call before you dig.



MATCH TO SHEET 06



MATCH TO SHEET 04

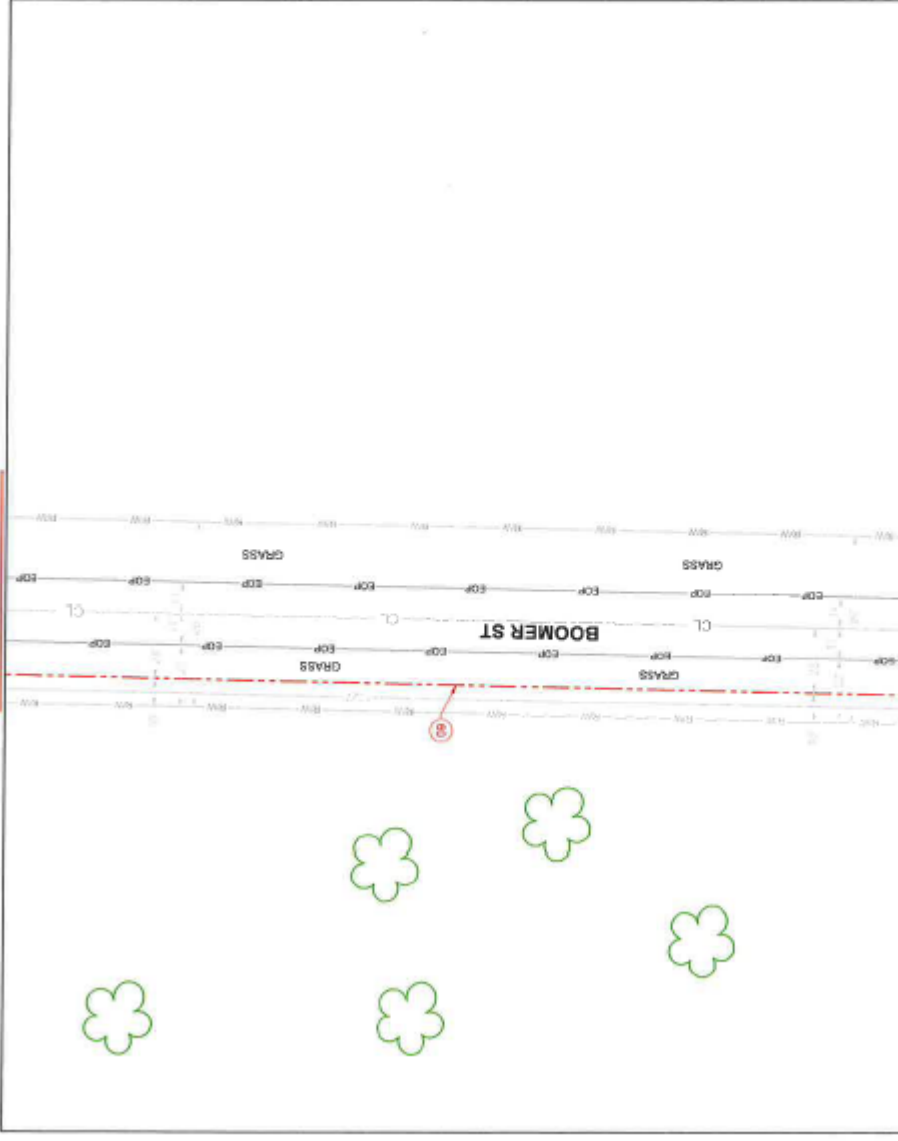
(07) CONDUIT OWNER: TDS
 CONDUIT LENGTH: 40'
 CONDUIT QTY: 1
 CONDUIT SIZE: 1.25"
 CONDUIT TYPE: HDPE
 RMW00 APPROX: 40'

(08) FIBER OWNER: TDS
 FIBER COUNT: 240
 FIBER LENGTH: 1050'
 PLACEMENT TYPE: DIRECT BURIED

811
 Know what's below.
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 1-800-4-A-SHIELD

PROJECT NUMBER: 0000000000
 COMPANY: IDS
 PROJECT NAME: CONDUIT & FIBER
 PROJECT QTY: 1
 PROJECT DATE: 10/20/2023
 ADDRESS: 1201 S. WISCONSIN ST., MILWAUKEE, WI 53228
 SHEET: 04 OF 04

MATCH TO SHEET 10



MATCH TO SHEET 08

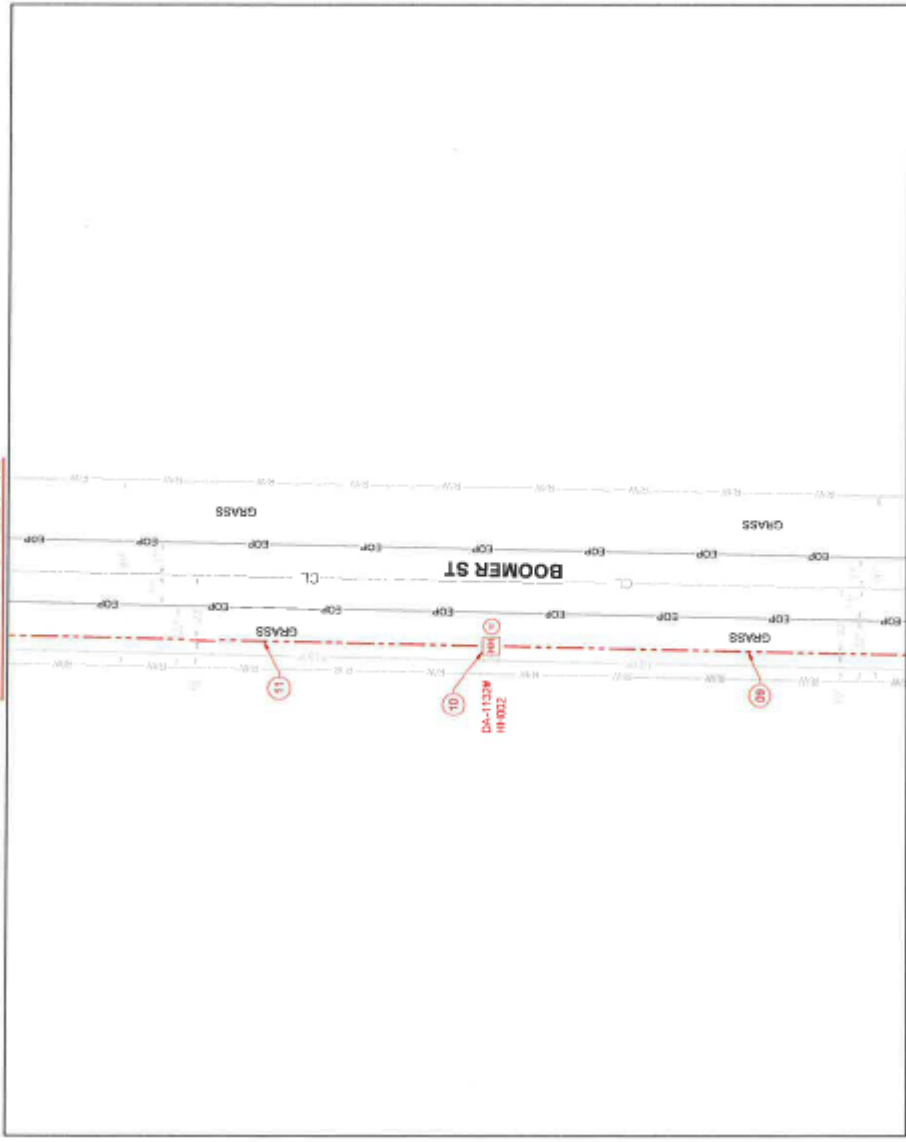
(06) FIBER OWNER: TDS
 FIBER COUNT: 24F
 FIBER LENGTH: 1327
 PLACEMENT TYPE: DIRECT BURIED

NO.	DESCRIPTION
1	PROJECT NUMBER
2	PROJECT NAME
3	PROJECT LOCATION
4	PROJECT DATE
5	PROJECT DRAWN BY
6	PROJECT CHECKED BY
7	PROJECT APPROVED BY
8	PROJECT DATE
9	PROJECT SCALE
10	PROJECT SHEET NO.
11	PROJECT SHEET TOTAL
12	PROJECT SHEET NAME
13	PROJECT SHEET DATE
14	PROJECT SHEET TIME
15	PROJECT SHEET LOCATION
16	PROJECT SHEET DESCRIPTION
17	PROJECT SHEET COMMENTS
18	PROJECT SHEET NOTES
19	PROJECT SHEET DETAILS
20	PROJECT SHEET SPECIFICATIONS
21	PROJECT SHEET MATERIALS
22	PROJECT SHEET METHODS
23	PROJECT SHEET EQUIPMENT
24	PROJECT SHEET PERSONNEL
25	PROJECT SHEET CONTACTS
26	PROJECT SHEET REFERENCES
27	PROJECT SHEET SOURCES
28	PROJECT SHEET DISTRIBUTION
29	PROJECT SHEET STORAGE
30	PROJECT SHEET DISPOSAL
31	PROJECT SHEET REUSE
32	PROJECT SHEET ARCHIVE
33	PROJECT SHEET BACKUP
34	PROJECT SHEET RESTORE
35	PROJECT SHEET UPDATE
36	PROJECT SHEET DELETE
37	PROJECT SHEET MOVE
38	PROJECT SHEET COPY
39	PROJECT SHEET PASTE
40	PROJECT SHEET PRINT
41	PROJECT SHEET EXPORT
42	PROJECT SHEET IMPORT
43	PROJECT SHEET MERGE
44	PROJECT SHEET SPLIT
45	PROJECT SHEET UNDO
46	PROJECT SHEET REDO
47	PROJECT SHEET CANCEL
48	PROJECT SHEET OK
49	PROJECT SHEET APPLY
50	PROJECT SHEET HELP

Know what's below.
 Call before you dig.
 1-800-4-A-DIG
 SCALE 1"=50'



MATCH TO SHEET 12



MATCH TO SHEET 10

- ⑩ FIBER OWNER: TD5
FIBER COUNT: 24F
FIBER LENGTH: 1027'
PLACEMENT TYPE: DIRECT BURIED
- ⑩ PROPOSED HH
- ⑪ FIBER OWNER: TD5
FIBER COUNT: 24F
FIBER LENGTH: 1197'
PLACEMENT TYPE: DIRECT BURIED

NO.	DESCRIPTION	DATE

811
Know what's below.
Call before you dig.

CONSTRUCTION SERVICES GROUP

PROJECT MANAGER: LINDSEY ALLEN
 PROJECT: 12-10-2024
 ADDRESS: 101 BOOMER ST, WESTPORT, MA 01981
 DATE: 11-22-24