

City of Abbotsford

PO Box 589, 203 N. First Street, Abbotsford, WI 54405

ABBOTSFORD CITY COUNCIL
TO BE HELD Monday, May 2, 2022 at 6:00 P.M.
AT THE ABBOTSFORD COUNCIL CHAMBER

1. Call the regular meeting to order
 - a. Meeting Posted According to State Statutes
 - b. Roll Call
 - c. Pledge of Allegiance
2. Comments by the Mayor
3. Comments by the City Administrator
4. Comments by the Public- 2 Minute Time Limit
5. Minutes from the City Council Meeting held April 19, 2022 (pgs. 3-6)
 - a. Waive the reading and approve/disapprove the minutes
6. Discuss/Approve Resolution 2022-2-Appreciation for Lori Huther (pg.7)
7. Fire Department Update (pgs.8-11)
8. Approve/Disapprove Amending Section 6.13 of the Intergovernmental Agreement for Central Fire & EMS (pgs. 12-14)
9. Incidents, Training, Accidents
10. Approve/Disapprove Operator's License (pg. 15)
11. Library Update (pgs. 16-19)
12. Discuss/Approve Cell Tower Lease Proposal (pg. 20-34)
13. Public Works Update
14. Discussion:Funding Options for New Concession Stand
15. Approve/Disapprove Dog Park Expenses (pg. 35)
16. Approve/Disapprove Dog Park Rules/Regulations (pg. 36)
17. Water/Wastewater Update
18. Closed Session - Pursuant to Section 19.85 (1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employees over which the governmental body has jurisdiction or exercises responsibility. (Wastewater/Water Position)
 - a. Roll Call
19. Convene to open session
20. Approve/Disapprove items, if any from closed session
21. Next Meeting-Wednesday, May 18, 2022-6:00 PM
22. Plan Commission Meeting- Wednesday, May 11, 2022-5:00 PM
23. Future Agenda Items-No Action Will Be Taken
24. Adjourn

Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to Clerk's Office at (715) 223-3444 with as much advance notice as possible.

Abbotsford City Council Meeting-Monday, May 2, 2022-6:00 PM
Mon, May 2, 2022 6:00 PM - 9:00 PM (CDT)

Please join my meeting from your computer, tablet or smartphone.

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Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to Clerk's Office at (715) 223-3444 with as much advance notice as possible.

Minutes from the April 19, 2022, Abbotsford City Council Meeting in the Abbotsford City Hall Council Chambers.

Mayor Weix called the Meeting to Order at 6:00.

Meeting was Posted According to State Statutes

Pledge of Allegiance – Held

Swear in City Council Members Elected on April 5, 2022 – Judge Judy Kalepp - Members were sworn into office.

Roll Call: M. Rachu, Nixdorf, Diedrich, Read, Zeiset, Weideman, Espino

Absent: D. Rachu

Others Present: Administrator Soyk, DPW Stuttgen, Judge Judy Kalepp, Brian Chapman (Cedar Corp), Elizabeth Wilson (Tribune), Paula Ruesch.

Nomination and Appointment of the Council President- Motion to appoint M. Rachu as City Council President by *Weideman/Diedrich*. Mayor Weix asked for nomination 3 times. Nomination approved unanimously.

Approve/Disapprove Committee/Commission Appointments- Motion to approve Committee/Commission Appointments as printed in the packet by *Zeiset/M. Rachu*. *Unanimous*.

Discuss/Approve Standard Meeting Dates- Motion to approve the standard meeting dates of the 1st Monday & 3rd Wednesday of each month by *Nixdorf/Diedrich*. *Unanimous*.

Comments by the Mayor – Mayor Weix informed the council that they had a cemetery committee meeting, and they are working on developing a maintenance program. They are hiring Beran's Affordable Tree Service LLC to remove/trim several trees in the cemetery at the cost of \$3,000. John Muller is looking for a company to straighten out the headstones in the cemetery.

Comments by Interim Administrator- Administrator Soyk stated that the first phase of the 1st Street discontinuance is finally getting recorded with the Register of Deeds. Once it is recorded our attorney will start the second phase.

Administrator Soyk stated that the city is going to enroll in a Positive Pay & Positive ACH fraud protection program through Abby Bank. There is a 3-month free trial and after that the cost is \$15 per month. Alder Nixdorf asked if we have had any issues with fraud. Soyk stated that the City of Abbotsford has not had any issues but there has been an increase of fraud elsewhere.

Comments by the Public- None.

Minutes from the City Council Meeting held April 4, 2022- Motion to approve by *M. Rachu/Nixdorf*. *Unanimous*.

1. Police Department Update

Police Department Update- Alder Diedrich stated that the police department did purchase the 2021 Dodge Durango. It is sitting at the police garage waiting to get the lights/siren put on. The police commission hired a new officer to fill the vacancy from Officer Stubbe's resignation. The new officer will start towards the end of May. Alderman M. Rachu stated that the police department purchased cameras for the interrogation rooms. Alderman Zeiset asked where the new police officer is from. Alderman M. Rachu said that he previously worked at the Stanley Prison and prior to that he was in the Marines. Alder Diedrich stated that he was a Sergeant at the Stanley Prison and therefore has a lot of experience.

Incidents, Training, Accidents- None

Approve/Disapprove Street Use Permit for Abbyfest- Motion to approve by *M. Rachu/Diedrich*.
Unanimous

Approve/Disapprove Temporary Beer License for Abbyfest- Motion to approve by *Diedrich/M. Rachu*. *Zeiset-No. Motion Carries 6-1.*

Approve/Disapprove Operators Licenses- Administrator Soyk stated the Chief Bauer approved all the operators' licenses. Motion to approve by *M. Rachu/Nixdorf*. *Zeiset-No. Motion Carries 6-1.*

Approve/Disapprove Alcohol Beverage Retail License for La Botana 2 LLC- Administrator Soyk stated that the current owner of La Botana is going to surrender her Alcohol Beverage Retail License as she is leasing the bar to Pedro Alberto Ochoa. Alder Nixdorf asked if he is leasing the same bar and changing the name to La Botana 2 LLC. Soyk stated that it is for the same bar. Motion to approve by *M. Rachu/Diedrich*. *Zeiset-No. Motion Carries 6-1.*

Discuss/Approve Cell Tower Lease Proposal- Administrator Soyk stated that he reached out to Vertical Bridge, the current company that has the lease for the cell tower and Vertical Bridge wants the City of Abbotsford to come up with a proposal to extend the lease. Soyk stated that Everest Infrastructure Partners contacted him and increased their proposal. EIP would now pay the City of Abbotsford \$20,000 per year with a one-time \$20,000 sign on bonus. After the current lease expires in 2030 the payment would then be 50% of net revenue or a minimum of \$30,000 per year. Vertical Bridge asked that we come up with a one-time payment now, and then extend the lease past 2030. The council asked Administrator Soyk to negotiate with Vertical Bridge on a one-time payment and a lease extension and if there is an agreement to bring it back to the city council. Soyk stated that regardless of what company we decide to go with the lease agreement will need to be reviewed by the city's attorney. Alderman Zeiset asked Administrator Soyk to ask EIP what providers they plan on working with if they get the lease. Soyk stated he will ask EIP what providers they plan on working with.

Public Works Update- DPW Stuttgarten stated that he found someone from the DOT that will correct our transportation aids if we can show proof of additional expenses from 2017. Stuttgarten stated that we found \$120,000 of expenses from our TIF that were not calculated for our transportation aids. Stuttgarten stated that we will not be able to get reimbursed for the years we lost but it will increase our transportation aids going forward.

Discussion: Jack Nikolay Field- DPW Stuttgarten stated that Jack Nikolay Field is owned by the school. In the past the school rented Red Arrow Park Baseball Field from the city for \$1 and the city rented Jack Nikolay Field from the school for \$1. DPW Stuttgarten stated that they came to an agreement that the city will help with maintenance on Jack Nikolay Field and the school is responsible

for any capital improvements. The city is responsible for all the capital improvements for Red Arrow Park.

Approve/Disapprove 5-Year Streets Plan- DPW Stuttgen presented the 5-year streets plan to the city council for review. He stated that to apply for a grant for a road project, that street must be in the 5-year streets plan. Alder Nixdorf stated that part of N. 1st Ave is in bad shape. DPW Stuttgen said he will add that to the 5-year streets plan. Motion to approve the 5-year streets plan with the addition of N. 1st Avenue by *M. Rachu/Espino. Unanimous.*

Approve/Disapprove a Dog Park Location- DPW Stuttgen stated that no one uses the ball field at the park across from the public safety building. Alderman Zeiset stated he likes the fact that kids can play at the playground at the same time. Alderman M. Rachu asked if we should put up a sign so that people do not bring dogs into the playground area. Administrator Soyk stated we would put signs that designate where the dog park exactly is. Alder Nixdorf said we can contact the dog park in Marshfield and see what type of rules and regulations they have. Motion to approve a dog park at the park across from the public safety building, enclose the area with a chain link fence, and plant grass in the baseball infield by *Nixdorf/Diedrich. Unanimous.*

Approve/Disapprove Cedar Corp. Engineering Proposal for Linden Street- DPW Stuttgen stated that they would be replacing the storm sewer and upsizing it from a 30" line to a 36" line where the flooding has occurred in the past on Linden St. The project would also include adding drain tile, replacing curb and gutter, and new pavement. The biggest problem with Linden St. is there isn't any drain tile, and the water tends to come to the surface. Stuttgen stated that this is just an estimate, the project has not gone out for bids yet. The total estimate is \$904,700 and we have a \$326,000 grant. The city's cost would be approximately \$578,000. Alderman M. Rachu asked if this project would start this year. Brain Chapman from Cedar Corporation stated that as soon as he gets approval the surveyors will start on the project. DPW Stuttgen stated that we have approximately \$200,000 in capital improvement funds and we are still waiting for the grant reimbursement from Safe Routes to School in the amount of \$628,000. The general fund will need to pay back the loan from the water department for the Safe Routes to School in the amount of \$489,733.36 plus 2% interest. Stuttgen stated that our debt payment to the TIF is approximately \$400,000 and the revenue we get from the TIF is over \$1,000,000. Motion to Approve the Cedar Corporation Engineering proposal by *M. Rachu/Zaiset. Unanimous.*

Water/Wastewater Update- Water/Wastewater Manager Soyk stated that we hired someone for the wastewater/water position, and he will start May 2, 2022. Soyk stated that he is not sure if he put his two weeks' notice in so he will not announce who it is at this time. He was highly recommended by Jeremy Geiger and Vern Leffel (Public Works Crew). Alder Nixdorf asked if he would need to obtain his certifications. Soyk stated he would need to obtain his certifications for wastewater and water.

Approve/Disapprove CTW Corp. Proposal for Rehabilitation of Well 20- Water/Wastewater Manager Soyk stated that he met with MSA Engineering and CTW Corp. last week. We went over possible new well locations and the well rehabilitation project. CTW Corp. suggested we rehab one well now, so we have an idea on what it is all going to take to get the well back to original capacity. Soyk stated there are several different processes to rehabbing a well. The first step is to televise the well, then brush the well to dislodge any buildup and remove the buildup. They will then test pump the well for a minimum of 8 hours. The next step is to acidize the well with hydrochloric acid and test pump the well again. If those steps do not work the next step is to hydraulically fracture the well. Soyk stated that all the wells are very similar in the Eau Pleine well field. What we end up doing with well

20 will indicate what we must do to the other wells. Motion to approve CTW Corp. proposal by *Nixdorf/Diedrich. Unanimous.*

Approve/Disapprove Current Bills in the Amount of \$363,429.71- The city council reviewed the current bills. Motion to approve the current bills in the amount of \$363,429.71 by *M. Rachu/Nixdorf. Unanimous.*

YTD Financials- The city council reviewed the YTD Financials.

City Bank Account Balances- The city council reviewed the city bank account balances.

Approve/Disapprove Transferring \$976,258.42 from the Water Savings Account to the General Checking Account & \$500,000 from General Checking Account to the Water Savings Account- Administrator Soyk stated that the \$976,258.42 in the water savings account is the city's pooled cash per our auditor. There is no breakdown of what funds belong where. The auditors suggested taking the \$976,258.42 and putting it into the general checking account. Soyk stated he would like to take \$500,000 of water funds and put it in this account and create a water savings account. He would also like to take the water's portion of the Safe Routes to School reimbursement and put that into the savings account. Soyk stated that he would like to build up the water savings account for future projects instead of borrowing money. Motion to approve by *M. Rachu/Espino. Unanimous.*

Next Meetings-Monday, May 2, 2022 & Wednesday, May 18, 2022

Open Book: Friday, May 20, 2022- 1:00 PM-3:00 PM

Board of Review: Friday, May 27, 2022- 3:00 PM- 5:00 PM

Future Agenda Items-No Action Will Be Taken

Adjourn- Motion to adjourn by *Diedrich/Nixdorf.* The Abbotsford City Council adjourned at 6:46 PM.

**CITY OF ABBOTSFORD
RESOLUTION 2022-2
RE: Appreciation of Lori Huther**

WHEREAS, Lori Huther has served as the Alderman of Ward 1 since 2018. She has been as a valuable member of the governmental team.

WHEREAS, she has served her term as Alderman of the City of Abbotsford from June 2018 to April 2022; with integrity, dedication, and vision.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Abbotsford, on behalf of the City of Abbotsford, its employees, and residents, formally expresses appreciation to Lori Huther for her years of outstanding service and leadership to the City of Abbotsford.

RESOLVED THIS 2nd DAY OF MAY 2022

Jim Weix, Mayor

ATTEST:

Josh Soyk, City Administrator

Alderman Mason Rachu

Alderman Selenia Espino

Alderman Kayla Nixdorf

Alderman Roger Weideman

Alderman Dale Rachu

Alderman Jeremiah Zeiset

Alderman Sarah Diedrich

Alderman Jan Read

Central Fire & EMS District Meeting Minutes
April 21, 2022 – 7:00 p.m.
Station 2 – Abbotsford Fire Hall

Call to order:

The April 21, 2022, meeting of the Central Fire & EMS District was called to order by President Larry Oehmichen at 7:00 p.m.

Meeting posted per statute

Roll Call:

City of Abbotsford, James Weix; City of Colby, Todd Schmidt; Town of Colby, Larry Oehmichen; Town of Holton, Pat Tischendorf; Town of Hull, absent; Township of Mayville, absent; Village of Dorchester, Tom Carter.

March 17, 2022 & March 24, 2022 meeting minutes:

A motion was made by Pat Tischendorf, second by James Weix is dispense with reading of the minutes and approve as presented. Motion carried.

Nancy O'Brien, District Treasurer's report: (See attached)

The treasurer's report was read by Carol Staab in Nancy O'Brien's absence. A motion was made by James Weix, second by Tom Carter to approve the financial report as presented. Motion carried.

Bills to pay:

Carol Staab presented the bills to pay totaling \$28,134.78. A motion was made by Todd Schmidt, second by James Weix to pay the bills totaling \$28,134.78. Motion carried.

Public discussion:

Nothing noted.

Capital purchase spending limit:

Larry Oehmichen explained the current spending limits and rationale within the Intergovernmental Agreement and handed a letter he prepared to each Board representative with the suggested amendment to the Intergovernmental Agreement Section 6.13 – Special Voting under Acquisition of Real or Personal Property. Currently the Board is held to \$50,000 per calendar year. Larry Oehmichen proposed that the amendment strike the \$50,000 amount and change to \$100,000 provided the commission has adequate funds in the equipment fund to make such purchase in place and no additional costs would be passed on to the municipalities. Larry Oehmichen also proposed to strike out the sentence(s) referring to acquisition of property in any calendar year within Section 6.13. It was noted that for this amendment to pass, it would require a unanimous vote from each municipality. A motion was made by Todd Schmidt, second by Tom Carter to submit this amendment to the Intergovernmental Agreement to their municipal boards. Motion carried. Carol Staab will send a copy of the letter presented to each municipality with instructions that this item be placed on their meeting agenda.

District wages:

Discussion was held on employee wages within the District. A motion was made by Pat Tischendorf, second by James Weix to raise fire inspector wages to \$20/hour. Motion carried. A motion was made by Todd Schmidt, second by James Weix to raise wages for firemen, EMS and duty crew by \$1/hour. Motion carried. All raises to take effect 5/1/2022.

Chief's report: (See attached)

Chief Mueller presented his monthly report. Chief Mueller and John Austin stated that Tender 21 has a problem with the pump whereas it doesn't pump. This truck can still be used as a tender. Estimates on a new pump are \$4,000. John Austin recommended taking it apart first to diagnose the problem. It was the consensus of the Board to have the pump fixed.

Next meeting date:

The next monthly meeting of the Central Fire & EMS District was scheduled for May 19, 2022 beginning at 7:00 p.m. at Station 2 – Abbotsford Fire Hall.

There being no further business, a motion was made by Pat Tischendorf, second by James Weix to adjourn at 7:48 p.m. Motion carried.

Respectfully submitted-Carol Staab, Secretary

Central Fire & EMS: MARCH 2022 Financial Statement

Checking Account

Beginning Balance		\$ 154,903.68
Receipts: MARCH 2022		
Town/City Budget Deposits	\$ 7,938.02	
2% Dues		
Lifequest - EMS	\$ 36,747.25	
Lifequest - Fire	\$ 3,730.41	
Misc Revenues	\$ 323.02	
Fundraising	\$ 7,638.00	
Donations	\$ 40.00	
Interest	\$ 3.20	

Total Receipts		\$ 56,419.90
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Disbursements: MARCH 2022

Payroll	\$ 20,410.74	
Payroll Taxes	\$ 4,217.33	
Vouchers Payable	\$ 680.00	
Unemployment paid		
Payroll deduction payable		
Length of Service award		
Legal		
Accounting/Secretarial Service	\$ 1,000.00	
Grant planning		
Insurance Premiums	\$ 186.00	
Vehicle Maintenance-Fire	\$ 426.80	
Vehicle Maintenance-EMS	\$ 3,729.39	
Equipment Maint.-Fire	\$ 866.29	
Equipment Maint.-EMS	\$ 20.54	
Apparatus Testing/Cert		
Pagers/Radios-Fire	\$ 1,994.39	
Building Maintenance/Supplies	\$ 155.00	
Phone & Internet	\$ 1,290.03	
Electric	\$ 2,818.30	
Heat	\$ 3,131.79	
Water	\$ 509.50	
Water/Truck Fill		
Rent of stations		
Office Expense	\$ 202.90	
Office Expense-Fire		
Office Expense-EMS	\$ 48.00	
Meeting Expense		
Dues & Subscriptions		
Computer Expense	\$ 41.50	
Printer/Copier	\$ 129.47	
Misc Expense		
Advertising/Promotions	\$ 125.00	
Clothing/Uniforms-Fire		
Clothing/Uniforms-EMS		
Mileage Reimbursement		
Training & Education-Fire		
Training & Education-EMS	\$ 1,218.98	
Ambulance Supplies	\$ 2,928.39	
Equipment Purchases-Fire	\$ 1,208.12	
Equipment Purchases-EMS	\$ 659.65	
Turn out Gear-Fire		
Fire Supplies-Foam		
Fire Supplies		
Haz Mat		
Fuel-Vehicles	\$ 2,672.97	
Vehicle Purchase	\$ 169.50	
Fundraising Expenses	\$ 3,706.58	
Capital Equipment Purchases		
Xfer balance to savings	\$ 100,000.00	
Correction to wrong posting		
Total Disbursements		\$ 154,547.16
		\$ 56,776.42

Bank Statement

Ending Abby Bank Checking Account Balance as of 3/31/2022	\$ 63,833.30
Outstanding Disbursements	7,056.88
Ending Transaction Detail Balance	\$ 56,776.42

Other Accounts-Money Market

Beginning Balance	\$ 558,339.42
Deposit	
3/31/2022 Interest	\$ 94.85
Savings account balance as of 3/31/2022	\$ 558,434.27

Summary of Bills - PAID	
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3/22/2022	\$1,477.39
3/25/2022	\$3,541.50
3/31/2022	\$3,657.60
4/7/2022	\$3,148.46
4/8/2022	\$3,301.34
4/12/2022	\$6,803.63
4/15/2022	\$3,359.90
4/18/2022	\$214.32
4/20/2022	\$2,630.64

TOTAL	\$28,134.78
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Central Fire & EMS District

March 17th, 2022 to April 21, 2022

Calls to service

EMS	76
Fire	6
Total	82

1. New rescue
2. New engine
3. Hose testing
4. Old Med Unit
5. Mock Accident

Ambulance calls by time of day

Day Crew	07:00 to 17:00	28
Week Nights	17:00 to 07:00	25
Week End		23
Total calls for the year		272

Central Fire & EMS District

PO Box 477 - 112 W. Spruce St. - Abbotsford, WI 54405
(715) 223-6458 - Fax (715) 223-3917

April 19, 2022

To the Municipalities of the Central Fire & EMS District:

I am asking all the municipalities within the Central Fire & EMS District to discuss/consider the idea of amending our Intergovernmental Agreement. This is a legal option, but the amendment must be approved and passed by all seven members of the Central Fire & EMS District.

The amendment I recommend making is in Section 6.13 – Special Voting. This would be under Acquisition of Real or Personal Property. As it reads, the commission is held to \$50,000 per calendar year. You may ask why this matters. Regarding budgeted items, for example, a new fire truck, it has no impact. However, the problem arises when the District finds a piece of equipment on an auction site. This purchase would not be considered a budgeted item even though we have an equipment fund to pay for the purchase. Case in point: the heavy rescue at Station 1 was getting old and not up to task. The District found a truck in Michigan in very good condition at a great price of \$45,000. However, if the purchase price was \$52,000, we would be prohibited from purchasing it without approval from the municipalities, and with an auction in 10 days, that is not always possible.

Therefore, I propose the following amendment: Strike the \$50,000 amount and change to \$100,000, add “provided the commission has adequate funds in the equipment fund to make such purchase in place and no additional costs would be passed on to the municipalities” and also strike out the sentence(s) referring to acquisition of property in any calendar year within Section 6.13. I have included the old language and the proposed new language with applicable strike outs on the attached sheet.

Sincerely,

Larry Oehmichen, President
Central Fire & EMS District

LJO/cs

affirmative vote of three-quarters of the Members who are present at any such meeting, where a quorum of Members are present.

Section 6.13 Special Voting. Notwithstanding any provision to the contrary contained in Section 6.8 or elsewhere in this Agreement, the following decisions (the "Major Decisions") shall require the affirmative vote of those Members of the Commission who represent Municipalities wherein at least 66% of the total "equalized value" of the taxable property within the District, is located. For purposes of this Agreement, "equalized value" of the taxable property in the District shall be determined in accordance with Section 70.57, Wis. Stats., and includes the "value increment" of all tax incremental financing districts located within all Municipalities, as that term is defined in Section 66.1105(2)(m), Wis. Stats. For purposes hereof, the term "Major Decisions" means any of the following, to-wit: (i) approval of the annual operating and capital budgets of the District; or (ii) the acquisition of any single item of property (real or personal) that has an acquisition price of ~~100,000~~ or more in any calendar year, which acquisition has not been reflected in an approved budget for the year in question; or ~~(iii) the acquisition of any items of property (real or personal) in any calendar year, when combined for such year, have a total acquisition price of \$50,000 or more, and which acquisitions have not been reflected in an approved budget for the year in question;~~ or (iv) any financing by the Commission which is authorized pursuant to Section 66.0301(4), Wis. Stats.

ARTICLE 7. DUTIES, POWER AND AUTHORITY OF THE COMMISSION.

Section 7.1 Duties. The Commission shall:

- (a) Provide the Services within the District in accordance with provisions of applicable law; and establish fees or charges for the provision of such Services.
- (b) Make rules and regulations for its own proceedings and for the operation and management of the District; and shall make adequate provision for the enforcement of such rules and regulations.
- (c) Maintain books of accounts in accordance with generally accepted governmental accounting principles.
- (d) Prepare and submit to the Municipalities for approval:
 - (1) Periodic reports summarizing the affairs of the District;
 - (2) Annual fiscal reports;
 - (3) A recommended budget (operating and capital) for the succeeding fiscal year on or before September 1 of each calendar year;

ADD: Provided the commission has adequate funding for such purchase in place, and no additional costs would be passed on to the Municipality is. 13

affirmative vote of three-quarters of the Members who are present at any such meeting, where a quorum of Members are present.

Section 6.13 Special Voting. Notwithstanding any provision to the contrary contained in Section 6.8 or elsewhere in this Agreement, the following decisions (the "Major Decisions") shall require the affirmative vote of those Members of the Commission who represent Municipalities wherein at least 66% of the total "equalized value" of the taxable property within the District, is located. For purposes of this Agreement, "equalized value" of the taxable property in the District shall be determined in accordance with Section 70.57, Wis. Stats., and includes the "value increment" of all tax incremental financing districts located within all Municipalities, as that term is defined in Section 66.1105(2)(m), Wis. Stats. For purposes hereof, the term "Major Decisions" means any of the following, to-wit: (i) approval of the annual operating and capital budgets of the District; or (ii) the acquisition of any single item of property (real or personal) that has an acquisition price of \$50,000 or more in any calendar year, which acquisition has not been reflected in an approved budget for the year in question; or (iii) the acquisition of any items of property (real or personal) in any calendar year, when combined for such year, have a total acquisition price of \$50,000 or more, and which acquisitions have not been reflected in an approved budget for the year in question; or (iv) any financing by the Commission which is authorized pursuant to Section 66.0301(4), Wis. Stats.

ARTICLE 7. DUTIES, POWER AND AUTHORITY OF THE COMMISSION.

Section 7.1 Duties. The Commission shall:

(a) Provide the Services within the District in accordance with provisions of applicable law; and establish fees or charges for the provision of such Services.

(b) Make rules and regulations for its own proceedings and for the operation and management of the District; and shall make adequate provision for the enforcement of such rules and regulations.

(c) Maintain books of accounts in accordance with generally accepted governmental accounting principles.

(d) Prepare and submit to the Municipalities for approval:

(1) Periodic reports summarizing the affairs of the District;

(2) Annual fiscal reports;

(3) A recommended budget (operating and capital) for the succeeding fiscal year on or before September 1 of each calendar year;

City of

ABBOTSFORD

Wisconsin's First City

P.O. Box 589 | 203 N. First St. | Abbotsford, WI 54405

Phone: 715-223-3444 | Fax: 715-223-8891

Website: www.ci.abbottsford.wi.us

APPLICATION FOR BEVERAGE OPERATOR'S LICENSE

Provisional License X Fee \$15.00 City of Abbotsford
 Original License X Fee \$25.00 PO Box 589
 Renewal License _____ Fee \$25.00 Abbotsford, WI 54405

Background
 OK
 Per Jason
 4-28-22

I, the undersigned, do hereby make application to the local governing body of the City of Wisconsin for a license to serve, from **June 30, 2021 to June 30, 2022** inclusive (unless sooner revoked), fermented malt beverages and intoxicating liquors, subject to the limitations imposed by Section 125.32(2) and 125.68(2) of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations; federal, state or local, affecting the sale of such beverages and liquors if a license be granted to me.

Nutter Jennifer L
 Last First MI Maiden Name

 Address City State Zip
 _____ F W _____
 Date of Birth Sex Race Phone Number
 _____ _____ _____ Fat Boys Bar + Grill
 Social Security Number Business License will be used

Have you been convicted of any felony or of violating any law of the State of Wisconsin or of the United States?

Yes Date of Conviction (If Any) _____
 No Nature of Offense _____

Being first duly sworn on oath says that he/she is the person who made and signed the foregoing application for an operator's license; that all the statements made by the applicant are true.

[Signature]
 Applicant's Signature

Received: 4, 27, 22 Added to Council Agenda: 5, 2, 22 Approved: _____

2021-59

ABBOTSFORD PUBLIC LIBRARY BOARD OF TRUSTEES MEETING

www.abbotsfordpl.org

REGULAR MONTHLY MEETING: Meeting /April 20th 2022 / 5:00 PM / Public Room

ATTENDEES:

Jochimsen (Library Director), Board: Giffin, Hinrichsen, Dukelow, Bittner, Archambo and Huther
Members absent: Suttner

Call to order: 5:00 pm

Reading of the minutes from previous meeting: Read and approved Archambo/Giffin

Public Comment:

Old Business:

- S. Espino, new Board Member/City Council Representative to be starting in April.
 - Update: Espino introduced herself to the board.
- Pizza Garden: M. Dukelow will plant 60 tomatoes for plant a pizza garden. Plant a Pizza Garden is scheduled for June 7th at 3pm.
- Discuss changes to make for April or choose to maintain current hours/procedures. Maintain procedures.
- Author Visit in honor of National Library Week – Virtual- Anne Davidson Keller (Madison), author of *Empty Chairs* @ Tuesday, April 5, 6:30 CDT.
 - Visit went well.

Changed time: Wednesday, April 6th to avoid conflict with voting.
- Author Visit – Virtual- Library Book Club Susan Meissner *The Nature of Fragile Things* @ Tuesday, April 12, 6:30 CDT.
 - Visit went well, bookclub will try to do at least one virtual author talk a year, depending on willingness of authors.
- Director will start advertising that closure of Saturdays in the Summer.

New Business:

- Discuss changes to make for May or choose to maintain current hours/procedures.
 - Movie night seating will be relaxed, though options will be available for those who wish to social distance.
- Lions Easter Egg Hunt review this year/discuss next year.
 - If the community Easter Egg hunt is held during open hours, have extra staff or ask for volunteers. Let the Lions know that the library is open to the public during that time to help bring community awareness to the library. This year the library brought in Megna-Tiles Kits from the WVLS system as a walk-in low mess activity. This year the Lions hunt had lower attendance, but late of adverting the pre-registration, new location, and two-year gap of not hunt most likely effected numbers.
- Director will be at Abbotsford HS Post Prom doing an activity.
 - Post Prom is April 30, the activity the library is bringing will be a set of locker magnets.
- No presign-ups for movie night: cancel?
 - If no one pre-signs up for monthly movie night the library will post on facebook that the event is canceled.
- Projector.
 - Joshua Klingbeil from WVLS will provide some insight in quality projectors to look at. He is requesting a price cap. Giffin moved to set a cap of \$1,500 will provide the library will a projector that will be able to connect with updating technology while providing quality images for both movie use and presentations. Bittner seconded. Motion passed.

Treasurer's Report:

22% of Budget Spent. Dukelow moved to approve report, Bittner seconded. Report approved.

Bank Account Balances:

March 2022: Forward: \$42,2114.05, Forward Retirement: \$ 600.25, Nicolet: \$44421.86

Feb 2022: Forward: \$42,210.50, Forward Retirement: \$ 600.20, Nicolet: \$44508.45

Jan 2022: Forward: \$40,576.05, Forward Retirement: \$450.16, Nicolet: \$44508.45

Circulation Report:

Total Circulation: **March: 1808** Feb.2022: 1592 Jan. 2022: 1594 Nov.2021: 1613 Dec. 2021: 1539

- Past Circ: March 2021: 1621 March 2020: 2902 March 2019: 2,601 March 2018: 2,537 March 2017: 2,575 March 2016: 2193 March 2015:2187 March 2014: 1863

-

Circulation Break-down:

Books: 787, DVD: 315, Spoken Record: 61, Large Print: 54, Magazines: 37, Other: 39

Other Usage Report:

- Wireless Sessions: **March: 95** Feb: 81 Jan: 266 Dec: 511 Nov: 447 Oct: 347 Sept: 358 Aug: 401 July: 402 June: 556 May: 415 April: 417 March:442 Feb:289
- Overdrive E-material Checkout: **March: 225** Feb: 181 Jan: 209 Dec: 168 Nov: 173 Oct: 143 Sept: 158 Aug: 157 July: 197 June: 172 May: 212 April: 225 March: 218 Feb:221
- Website Visits: **March: 263** Feb: 205 Jan: 266 Dec: 192 Nov: 192 Oct: 347 Sept: 210 Aug: 243 July: 186 June: 237 May: 270 April: 192 March:220 Feb:175
- Public Computer Uses in **March: 102** Feb: 113 Jan: 102 Dec: 118 Nov: 142 Oct: 143 Sept: 125 Aug: 147 July: 50 June: 144 May: 116 April: 124 March:147 Feb:125
- Monthly Reference: **March: 85** Feb: 144 Jan: 106
- Patron Count:
 - **March: 737** Feb: 759 Jan: 681 Dec.: 876 Nov: 650 Oct: 553 Sept:601 Aug: 552 July: 910 June: 742 May 2021: 555 April: 2021: 449 March: 595
 - Last Year: 372

Policy Review: none

WVLS Report: High demand holds and over-riding holds V-Cat Guidelines were reviewed, top 10 WVLS accomplishments.

Director Report:

- Last Month Program Count:
 - March: Monthly Program total: 13 programs, 127 attendance
- Future/Current Programs Overview: (see newsletter)
 - Highlights: Fancy Nancy Tea Party, Adult craft time sign-up full two months in a row.
 - Director asked Bittner to begin the process of setting up a time for Nancy C. to visit the school to talk to the children about the Summer Reading Program. If necessary a video will be made to share with kids who miss the meeting.
 - Talk to WVLS about changing the wording on the bottom on book due-date receipt. Receipt tells patrons how much money the saved using the library. Have had some patrons interpret the wording as thinking they can purchase the book.

Staffing/Operating Issues

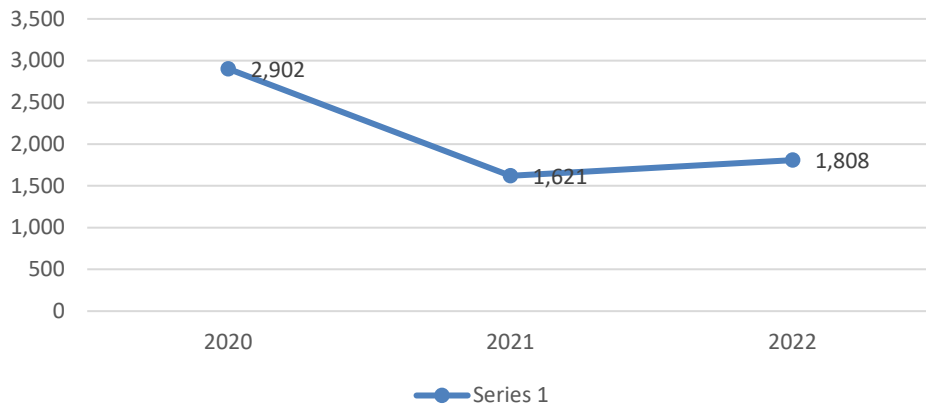
none

Next meeting:

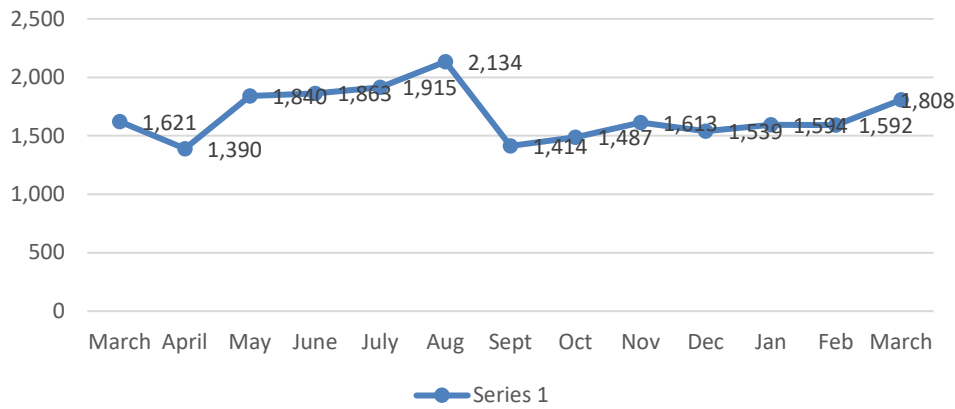
Wed. May 18th at 5:00 pm. Dukelow will be absent due to school function. Will discuss Summer meeting times at May meeting.

Adjourn: 5:48 pm Giffin/Bittner.

Circulation Report: of March 2020-2022



Circulation Report:Year to Date



Date	Time	Duration	Local Event Name	Target Audience (Children (0-11); Young Adult (12-18); Other (all ages))	Group Attending (program) or Individual Participants (self-directed activity)	Format: In-person; Live, virtual; or Pre-recorded	If group attending, then number of attendees	If recorded live, virtual event later posted for on-demand viewing, then enter number of views	If pre-recorded, then number of views	If self-directed, then number of individual participants
3/11/2021	7pm-8:45pm	2 hours	Family Movie Night: Shrek	General Interest	Group attending	In-person		0		
3/4/2022	10:30-11:15 am	45 min	Story Time	Children 0-5	Group attending	In-person		8		
3/8/2022	7-8 pm	1 hour	Book Club: Woman in Cabin 10	Adults	Group attending	In-person		2		
3/8/2022	5-8 pm	1 hour	Book Club: Woman in Cabin 10 off site escape room	Adults	Group attending	In-person		6		
3/17/2022	6:30-8 pm	1 1/2 hour	Adult Craft: Felt Chicken Ornament	Adults	Group attending	In-person		21		
3/17/2022	3pm-5pm	2 hours	St Patties Day Perler Beads	Children 6-11	Group attending	In-person		3		
3/18/2022	10:30-11:15 am	45 min	Story Time	Children 0-5	Group attending	In-person		10		
3/26/2022	10:00am-11:30am	1 1/2 hour	Spring Scavenger Hunt	Children 6-11	Group attending	In-person		5		
3/30/2022	9am-5pm	8 hours	Spring Scavenger Hunt	Children 6-11	Group attending	In-person		9		
all month		all month	Activity Bags	Children 6-11	Individual participants	In-person				6
all month		last 3rd half of	In House Craft: Bookmarks	Children 6-11	Individual participants	In-person				16
all month		1st 3rd of mon	In House Craft: yarn rainbows	Children 6-11	Individual participants	In-person				25
all month		2nd 3rd of mon	In House Craft: bunny masks	Children 6-11	Individual participants	In-person				16



ABBOTSFORD PUBLIC LIBRARY EVENTS

IN HOUSE YOUTH CRAFT! Start of month until supplies run out. Spring Creature Paper Roll Craft.



FANCY NANCY TEA PARTY: Tuesday, May 3rd at 6:00pm. Fancy Dress – Come in your Boa or Bow Tie for a Parent/child tea party. **Registration required.** Let staff know of any dietary restrictions.



MAY THE 4TH BE WITH YOU: Wednesday, May



4th. All day. Fighter Pilot Training: Follow directions to construct a Star Wars aircraft and see if you can fly it through the death star.

STORY TIME: Fridays, May 6th and 20th at 10:30 am. No registration required. Story times are held on the first and third Fridays of the month during the school year. Youth.

WILD COOKIES BOOKCLUB: Tuesday, May 10th at 7:00 pm. Discussing *Sold on a Monday* by Kristina McMorris. An unforgettable historical novel inspired by a true stunning piece of Depression Era America. Ask the librarian for a copy of the book to check-out. **Adult**

FAMILY MOVIE: Friday, May 13th at 7:00 pm. Watching, To be determined. **COVID-19 RULES: Pre-registration Required. Limit 8 groups. Children Must be accompanied by an adult who stays for the movie. Library will set up room to accommodate social distancing. Attendees will wash hands on entry. Doors open at 6:30 pm and lock at 7:00pm. Snacks from home are allowed. All Ages**

ADULT CRAFT NIGHT: Thursday, May 19th at 6:30 pm. Making a Macramé Plant Hanger. No cost, goodwill donation appreciated. **Registration Required. 16 or older, 12 and older if with an Adult.**

LIBRARY BOOK SALE: Tuesday, May 23rd through June 3rd. Goodwill donation on anything not priced.

LIBRARY WILL BE CLOSED ON SATURDAYS DURING THE SUMMER. STARTING MAY 28th THROUGH SEPTEMBER 3RD.

*These events are subject to change at anytime, please watch the library Facebook page for updates.

Abbotsford Public Library 203 N. First St. Abbotsford WI 54405, (715)223-3920

April 29, 2022

City of Abbotsford
PO Box 589
Abbotsford, WI 54405

RE: Letter Agreement

Dear City of Abbotsford:

EIP Holdings II, LLC (“Grantee”) is pleased to present this Letter Agreement (“Agreement”) to City of Abbotsford, Wisconsin (“Grantor”) for the grant of easement rights to property located at or about 315 S. 11th Street, Abbotsford, WI 54405 (“Property”). The following are the terms and conditions of the Agreement, which shall be supplemented by an Easement Agreement in the form attached hereto as Exhibit “A” (“Easement Agreement”) and entered into by and between Grantee and Grantor in accordance with the terms herein:

Grant of Easement; Consideration

1. Grantor shall grant an easement (“Easement”) to Grantee, which Easement shall conform to those portions of the Property leased pursuant to that certain Real Estate Lease Agreement initially entered into by and between City of Abbotsford, Wisconsin, as lessor, and Wausau Cellular Telephone Company Limited Partnership, as lessee, dated September 19, 2000, including any amendments thereto (“Current Agreement”). Such grant shall be in accordance with the terms more particularly set forth in the Easement Agreement.
2. Commencing upon Closing, Grantee shall pay to Grantor annually in advance the sum of Twenty Thousand and No/100 Dollars (\$20,000.00) until the expiration or earlier termination of the Current Agreement, with any partial year prorated. Commencing upon the expiration or earlier termination of the Current Agreement, Grantee shall thereafter pay to Grantor ongoing payments equal to the greater of (i) Fifty Percent (50%) of Net Rental Revenues received by Grantee, or (ii) Thirty Thousand and No/100 Dollars per year (\$30,000.00/year), which sum shall increase annually thereafter by Three Percent (3%). For the determination of the amounts payable hereunder, Net Rental Revenues shall mean all rental revenue received by Grantee from any lessee(s) for occupancy of the Easement subsequent to the expiration or earlier termination of the Current Agreement less any capital expenditures, operating expenses and property tax payments made by Grantee regarding the Easement and the facilities thereon.
3. Grantee shall pay to Grantor the additional one-time bonus sum of Twenty Thousand and No/100 Dollars (\$20,000.00) at Closing.

Warranties of Grantor

4. Grantor warrants to Grantee that, as of the Effective Date through the occurrence of Closing:

- (i) Grantor is the legal owner of title to the Property and has the legal right and authority, and has obtained all necessary approvals, to execute this Agreement and the Easement Agreement and consummate the transaction contemplated herein.
- (ii) Grantor has provided to Grantee true and complete copies of the Current Agreement, all amendments and addendums thereto, and all other writings or agreements relating in any way to the Easement or Grantee's use thereof or relating to communications facilities on the Property; all of such documents are in full force and effect; no party is in default of any of such documents; no party has indicated any intention to terminate any Current Agreement prior to the natural expiration thereof or otherwise cease to utilize the applicable premises thereunder; and Grantor shall not extend or otherwise revise any of such documents without Grantee's prior written consent, which may be denied in Grantee's sole discretion.
- (iii) The final term (including all renewal terms that occur automatically or at the lessee's option) of the Current Agreement will expire on or before September 18, 2030.
- (iv) There is no substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation located on, under or about, or otherwise affecting, the Property.
- (v) There is no mortgage, deed of trust, lien, security interest or other encumbrance on or affecting the Property except as identified below ("Mortgage"); Grantor is current in all payments and not otherwise in default of the Mortgage or any loans secured by the Mortgage; and Grantor shall not place any further encumbrances on the Property prior to the recordation of the Easement Agreement to be executed at Closing:

Mortgagee: _____
 Maximum Secured: _____
 Commencement Date: _____
 Maturity Date: _____

- 5. Grantor acknowledges that Grantee is entering into this Agreement in reliance upon the warranties made by Grantor herein. Grantor shall indemnify, defend and hold harmless Grantee for any claim or harm suffered by Grantee due to any breach or failure of such warranties.

Due Diligence

- 6. Commencing upon the Effective Date and extending until Closing, Grantee may conduct any due diligence investigations related to the Property and the Easement as Grantee deems appropriate ("Due Diligence Period"). In the event that Grantee determines that any aspect of its due diligence investigations is unsatisfactory, Grantee may terminate this Agreement upon notice to Grantor.
- 7. Grantor shall provide to Grantee all information and documentation reasonably requested by Grantee for Grantee's due diligence investigations to the extent that such information and documentation exists and is reasonably available to Grantor.
- 8. If any Mortgage affects the Property, Grantor shall exercise good faith efforts to obtain a non-disturbance agreement in a form acceptable to Grantee from each mortgagee under

each Mortgage prior to the expiration of the Due Diligence Period. The Due Diligence Period shall be reasonably extended until all non-disturbance agreements are provided.

Closing

9. Upon Grantee’s satisfaction with its due diligence investigations, the parties shall promptly conduct a settlement of the transaction (“Closing”) at which time (i) Grantee and Grantor shall execute the Easement Agreement and (ii) upon such execution, Grantee shall pay to Grantor the consideration due at Closing. Grantor and Grantee acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this section and therefore, Grantor and Grantee shall have the right to specifically enforce the provisions herein in a court of competent jurisdiction.

Miscellaneous

10. The term of this Agreement shall commence upon the Effective Date and, if not terminated in accordance with the due diligence provisions herein, shall run and expire concurrently with the term of the Easement Agreement. Notwithstanding the foregoing, any indemnity provisions of this Agreement shall survive such expiration.
11. As a condition of payment, Grantor and any successor shall provide to Grantee any reasonably requested form to identify any payee’s tax identification number.
12. To the extent of any inconsistency between this Agreement and the Easement Agreement, the terms of the Easement Agreement shall control.
13. This Agreement shall become effective and legally binding only upon the full execution of this Agreement by both Grantor and Grantee in the signature block below (“Effective Date”). If this Agreement is executed in several counterparts, all counterparts shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by email, facsimile or other electronic transmission shall be equally as effective as delivery of a manually executed counterpart.

Very truly yours,

EIP Holdings II, LLC



By:

John P. Lemmon
EVP and General Counsel

[Signatures to immediately follow.]

IN WITNESS WHEREOF, and intending to be legally bound, Grantor and Grantee have executed this Agreement.

GRANTOR:

City of Abbotsford, Wisconsin

By: _____

Name: _____

Title: _____

Date: _____

GRANTEE:

EIP Holdings II, LLC,
a Delaware limited liability company

By: _____

Name: John P. Lemmon

Title: EVP and General Counsel

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

Easement Agreement

(Attached.)

PREPARED BY AND
WHEN RECORDED MAIL TO:

Ann K. Ultsch, Esq.
EIP Holdings II, LLC
c/o Everest Infrastructure Partners
Two Allegheny Center
Nova Tower 2, Suite 1002
Pittsburgh, PA 15212

_____ SPACE ABOVE THIS LINE FOR RECORDER'S USE _____

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made as of the ____ day of _____, 202__ (“Effective Date”) by and **CITY OF ABBOTSFORD, WISCONSIN** (“Grantor”) and **EIP HOLDINGS II, LLC**, a Delaware limited liability company (“Grantee”). Grantor and Grantee are at times collectively referred to hereinafter as the “Parties” or individually as a “Party”.

RECITALS:

WHEREAS, Grantor is the owner of that certain real property located at or about 315 S. 11th Street, Abbotsford, WI 54405 (“Property”), which Property is more particularly described on Exhibit “A” attached hereto; and

WHEREAS, Grantor and Grantee have entered into that certain Letter Agreement last executed the ____ day of _____, 202__ (“Letter Agreement”), in which Grantor has agreed to grant to Grantee certain rights to the Property in accordance with the terms herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Grantor and Grantee hereby agree and covenant to and with each other the following:

1. **Recitals; Letter Agreement.** The recitals and definitions set forth above and the Letter Agreement are incorporated herein by reference and made a part of this Agreement.

2. **Grant of Easement.** In accordance with the terms set forth herein, Grantor grants and conveys to Grantee:

(a) an easement (“Site Easement”) in, to, under and over the portions of the Property leased and/or otherwise utilized pursuant to the leases or other agreements listed on Exhibit “B” attached hereto (“Current Agreements”), for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, cabinets, buildings, signage, ice bridges, fences, gates and all related facilities (collectively “Facilities”), and any and all activities and uses of the Site Easement related to the operation of a wireless communications site, which Site Easement shall be exclusive except for any contrasting rights granted prior to the Effective Date via the Current Agreements and exclusive upon the expiration or earlier termination of the Current Agreements; and

(b) non-exclusive easements (“Access and Utility Easements”) in, to, under and over the portions of the Property leased and/or otherwise utilized pursuant to the Current Agreements for ingress and egress to and from the Site Easement and a publicly dedicated roadway, and for the construction, installation, maintenance, repair, replacement, improvement, operation and removal of utilities, fiber and the like providing service to and from the Site Easement and the Facilities, and any related activities and uses (the Site Easement and Access and Utility Easements are collectively referred to herein as the “Easement”).

3. **Current Agreements.** Grantor shall not transfer or assign to Grantee all or any portion of its rights, obligations, title and interest in, to and under the Current Agreements. During the term of the Current Agreements, maintenance of the Easement is the responsibility of any tenants under the Current Agreements, and Grantee shall not be responsible for any default thereof by any tenants under the Current Agreements nor obligated to cure or seek remedy for such default. Grantor shall not extend or revise the Current Agreements without Grantee’s prior written consent, which consent may be denied in Grantee’s sole discretion. Grantor hereby irrevocably constitutes and appoints Grantee as Grantor’s true and lawful attorney-in-fact to deliver notices and effectuate on behalf of Grantor (i) termination of any Current Agreements and (ii) waiver of any removal of improvements and/or site restoration obligations under the Current Agreements.

4. **Use of Easement.** Subject to the remaining term of the Current Agreements, Grantor shall provide to Grantee the quiet enjoyment and use of the Easement. Grantee shall have the exclusive, unrestricted right to lease, sublease, license, transfer, assign or encumber, in whole or in part, or grant the use of the Easement and/or Grantee’s rights under this Agreement to any parties, including but not limited to (i) any lessee, sublessee or licensee under the Current Agreements, (ii) communication service providers or tower owners or operators, (iii) the affiliates, subsidiaries, parents and successors of Grantee, and (iv) holders of security interests (collectively, including successors and assigns, “Customers”). Grantee and its Customers shall have the right to enter and access the Easement at any time, twenty-four (24) hours a day, seven (7) days a week.

5. **Term.** This Agreement and the terms herein shall commence on the Effective Date and extend until terminated in accordance with the terms herein. Notwithstanding the foregoing, the grant of the Easement herein and Grantee’s right to possess the Easement, and all use terms herein which inherently require Grantee’s possession of the Easement to be effective, shall commence on the expiration or earlier termination of the Current Agreements, and extend until terminated in accordance with the terms herein.

6. **Termination.** In the event Grantee and its Customers cease all use of all portions of the Easement for a period of more than five (5) consecutive years (for reasons other than casualty or force majeure) subsequent to the expiration of the Current Agreements, the Easement shall be deemed abandoned and this Agreement shall be terminated. Limited or partial use of the Easement by Grantee or any Customers shall not be deemed a surrender or abandonment of the Easement or any unused portion thereof, nor prevent Grantee from benefiting from the full use and enjoyment of the entirety of the Easement. Grantee may terminate this Agreement upon written notice to Grantor. This Agreement may not be terminated by Grantor. Upon termination Grantee and Grantor shall cooperate in the execution and recordation of any document reasonably required to evidence such termination.

7. **Improvements.** Grantee and its Customers may construct improvements in, to, under and over the Easement, all of which shall be deemed part of the Facilities. The Facilities shall remain the personal property of Grantee and its Customers, as applicable, and Grantor shall possess no right, title or interest therein.

8. **Taxes.** Upon the expiration of the Current Agreements, Grantee shall thereafter pay as a site expense all taxes directly attributable to the Facilities as evidenced by an applicable tax bill. Grantor shall pay all other taxes that are not directly attributable to the Facilities.

9. **Exclusive Use; Interference.** Except for Grantee's use or the use of any Customers or third parties with Grantee's permission or as otherwise permitted by the Current Agreements, no portion of the Property, or any other property owned by Grantor or any reasonably related party and located within a one (1) mile radius of the Property, shall be used in any manner for communications towers, facilities and/or transmissions without the prior written consent of Grantee, which consent may be withheld in Grantee's sole discretion. Grantor shall not install or permit to be installed any structure or equipment which causes measurable interference to the equipment of Grantee or its Customers, or otherwise permit any portion of the Property to be used in a manner which materially interferes with the operations of Grantee or its Customers. Grantor and Grantee acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, Grantee shall have the right to specifically enforce the provisions herein in a court of competent jurisdiction.

10. **Environmental Covenants and Indemnity.** Neither Grantor nor Grantee will introduce or use any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation ("Hazardous Materials") on, under or about the Property or the Easement in violation of any applicable law or regulation. Grantor and Grantee shall each indemnify, defend and hold the other Party harmless from and against any and all losses, costs, claims, enforcement actions and expenses, including reasonable attorneys' fees, arising out of the presence of Hazardous Materials upon or affecting the Property or the Easement and caused by the indemnifying Party. The foregoing indemnity shall survive any termination of this Agreement.

11. **General Indemnity.** Grantor and Grantee shall each indemnify, defend and hold the other Party harmless from and against any and all losses, costs, claims and expenses, including reasonable attorneys' fees, arising out of (i) the breach of any representation, warranty or covenant of such indemnifying Party set forth herein, or (ii) the use and/or occupancy of the Property or the Easement by the indemnifying Party, except to the extent arising from the negligence or intentional misconduct of the indemnified Party. The foregoing indemnity shall survive any termination of this Agreement.

12. **Transfer of the Property; Assignment.** The provisions and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors and assigns. Should Grantor sell or otherwise convey all or any part of the Property, such sale or conveyance shall be under and subject to the terms contained in this Agreement and Grantee's rights

hereunder. Notwithstanding the foregoing, this Agreement and the Easement are for the benefit of Grantee and its successors and assigns, rather than for the benefit of any other tract of land, and may be assigned freely, in whole or in part, by Grantee and its successors and assigns.

13. Estoppel Certificate. Each Party shall, within ten (10) days after request by the other Party, execute and deliver to the requesting Party a statement certifying (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether, to the responding Party's knowledge, either Party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each default; and (iii) any other information reasonably requested concerning this Agreement or the Property.

14. Condemnation. In the event of any condemnation of the Easement in whole or in part, Grantee shall be entitled to file claims against the condemning authority for, and to receive, the value of the portion of the Property so taken on which the Easement is located, business dislocation expenses and any other award or compensation to which Grantee may be legally entitled.

15. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Grantor and Grantee as set forth on the signature pages. Either Party may change its notice address by providing notice as set forth herein.

16. Miscellaneous.

- (a) This Agreement, including all exhibits attached hereto and the Letter Agreement, constitutes the entire agreement and understanding of both Parties with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements, and any amendments to this Agreement must be in writing and executed by both Parties;
- (b) this Agreement is governed by the laws of the state in which the Property is located;
- (c) in the event that either Party fails to pay when due any taxes, loans, judgments or payments attributable to or encumbering the Property, Easement or this Agreement, the other Party shall have the right, but not the obligation, to pay such sums on behalf of the non-paying Party, and the non-paying Party shall thereafter reimburse the paying Party for the full amount of such sums paid within five (5) business days of the non-paying Party's receipt of an invoice from the paying Party, or at the paying Party's option the paying Party may offset such amount, plus reasonable interest thereon, against any sums due from the paying Party to the non-paying Party;
- (d) in the event Grantee encumbers, pledges or otherwise assigns the Easement and/or Grantee's rights under this Agreement as collateral to secure any debt or other obligation of Grantee, (i) Grantor consents to such collateral assignment, (ii) the applicable holder of such collateral and its administrative agents shall be third party beneficiaries of such Grantor consent, and (iii) such Grantor consent may not be amended without the consent of the holder and its administrative agents;

- (e) if any provision of this Agreement is held to be void, invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to be operative, valid and enforceable to most closely reflect the intent of the Parties as expressed herein, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement and the other provisions of this Agreement shall remain in full force and effect;
- (f) the Parties shall perform, execute and/or deliver promptly any and all such further acts and documents as may be reasonably required to consummate and continue to effectuate the transaction contemplated in this Agreement, including but not limited to the execution of any applicable zoning or land use forms, utility easements, and transfer and recordation forms for this Agreement and the transaction contemplated herein;
- (g) the section headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement;
- (h) this Agreement has been negotiated at arm's-length, and in the event of any ambiguity in any of the terms and provisions, this Agreement shall be interpreted in accordance with the intent of the Parties and shall not be interpreted against or in favor of either Grantor or Grantee;
- (i) each Party acknowledges that neither Party has provided any legal or tax advice to the other regarding the transaction contemplated in this Agreement or in connection with the execution of this Agreement or any ancillary documents, and each Party has had the full opportunity to avail itself of legal and financial representation;
- (j) if any Party files an action for the enforcement or breach of this Agreement, the substantially prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs;
- (k) any Party, at its own expense, may record this Agreement upon the full execution hereof; and
- (l) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[Signatures to immediately follow.]

IN WITNESS WHEREOF, and intending to be legally bound, Grantor and Grantee have executed this Agreement.

GRANTOR:

City of Abbotsford, Wisconsin

Printed Name: _____
Title: _____

PO Box 589
Abbotsford, WI 54405

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 202____, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of City of Abbotsford, Wisconsin, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his/her name on behalf of said City by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

GRANTOR:

City of Abbotsford, Wisconsin

Printed Name: _____
Title: _____

PO Box 589
Abbotsford, WI 54405

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 202____, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of City of Abbotsford, Wisconsin, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his/her name on behalf of said City by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

GRANTEE:

**EIP Holdings II, LLC,
a Delaware limited liability company**

Printed Name: _____
Title: _____

Two Allegheny Center
Nova Tower 2, Suite 1002
Pittsburgh, PA 15212

COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
COUNTY OF ALLEGHENY)

On this _____ day of _____, 202___, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of EIP Holdings II, LLC, a Delaware limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name on behalf of said limited liability company by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

Exhibit “A”

Property

In the County of Marathon, Wisconsin

Legal Description:

[To be inserted per title report.]

Parcel/Tax Number: 201-2802-061-0985

Exhibit "B"

Current Agreements

1. That certain Real Estate Lease Agreement initially entered into by and between City of Abbotsford, Wisconsin, as lessor, and Wausau Cellular Telephone Company Limited Partnership, as lessee, dated September 19, 2000, including any amendments thereto.
2. Any other leases, licenses or agreements related to any wireless communications facilities on the Property to which Grantor is a party.

Dog Park Estimated Expenses

- **Fencing-\$3,200**
- **Black Dirt & Grass Seed-\$600**
- **Signage-\$400-\$600**

Total Estimated Park Expenses-\$4200-\$4400

Dog Park Rules

Requirements

- **Scoop the Poop.** Use the disposal bags available. Park Ordinances require owner/handler clean up and properly dispose of waste left by their dog(s).
- Dogs must be kept on leash until they are in the dog park entrance and the gate has closed behind them. For the safety of your pet as well as others, do **not** keep your dog on leash while inside the dog park.
- Dog owner/handler must be physically capable of controlling their dog. All owner/handlers are required to remain inside the off-leash area and be in view of their dog(s) at all times. The limit is three dogs per handler, per visit.
- Aggressive dogs are not permitted on the premises. Dogs exhibiting rough, aggressive or dangerous behavior must be removed by owner immediately.
- Excessive barking is prohibited. Dogs barking excessively must be removed by owner.
- All dogs must be current on vaccinations.
- **All dogs must be licensed by their respective municipality and display said license/tag while in the dog park. Non-County residents must have the current rabies vaccine tag as well as a dog license tag issued by the governing body where they reside.**
- Absolutely no female dogs in heat or puppies under the age of four months are allowed in the dog park.
- No smoking, food, alcoholic beverages, glass containers, strollers or bicycles are allowed inside the dog park.
- Only flying discs and tennis balls are allowed to be thrown inside dog park.
- Children under 18 years old must be accompanied and supervised closely by an adult at all times. It is recommended that small children not be brought into the off-leash area. Children are not permitted to run with, or chase, dogs.
- **Users of the dog park do so at their own risk. The City of Abbotsford is not liable for any injury or damage caused by any dog or person in this park. Owners and users agree to assume the full responsibility of any injuries, damages or loss to themselves, their dogs or property or any damage to other people or dogs connected with or associated with their use of the park.**
- Please be reminded that failure to comply with park rules or to maintain the facility in a clean or orderly fashion will result in fines or temporary/permanent loss of park privileges.