

CITY OF WISCONSIN DELLS MEETING AGENDA

Meeting Description COMMON COUNCIL MEETING

Date: MONDAY, MAY 16, 2016

Time: 7:00PM

Location: MUNICIPAL BUILDING

300 LA CROSSE STREET, WISCONSIN DELLS, WI

| MAYOR | | COUNCIL MEMBERS | | |
|---------------------|--|-----------------|-----------------|----------------|
| BRIAN L. LANDERS | | FIRST DISTRICT | SECOND DISTRICT | THIRD DISTRICT |
| | | Jesse DeFosse | Mike Freel | Ed Fox |
| | | Brian Holzem | Dar Mor | Ed Wojnicz |
| OPENING | | | | |
| 1 | CALL TO ORDER & ROLL CALL | | | |
| 2 | PLEDGE OF ALLEGIANCE | | | |
| 3 | APPROVAL OF CONSENT AGENDA ITEMS: <ul style="list-style-type: none"> a. Approval of the April 19, 2016 Common Council Meeting Minutes b. Schedule of Bills Payable dated May 16, 2016 c. Applications for Bartender Licenses | | | |
| 4 | COMMITTEE UPDATES BY CHAIRPERSONS: (BID, PARKS & REC, LIBRARY, LEGISLATIVE, PARKING BOARD, PLAN COMMISSION, FINANCE, PUBLIC WORKS, DESIGN REVIEW COMMITTEE & PUBLIC SAFETY) | | | |
| AGENDA ITEMS | | | | |
| 5 | PUBLIC COMMENT/ CITIZEN APPEARANCES FOR ANY NON-AGENDA ITEM | | | |
| 6 | TREE CITY RECOGNITION | | | |
| 7 | NOTICE OF CLAIM FOR PERSONAL INJURY SUBMITTED BY CHARLES PETERSON | | | |
| 8 | APPLICATION FOR AN ORIGINAL CLASS B BEER & CLASS B LIQUOR (QUOTA PLUS) LICENSE SUBMITTED BY MYRT AND LUCY'S CHAT & CHEW, LLC, MARIJO ZIETLOW AGENT, FOR MYRT AND LUCY'S CHAT & CHEW, 414 BROADWAY, FOR THE LICENSING PERIOD OF MAY 17, 2016 THRU JUNE 30, 2016 | | | |
| 9 | APPLICATION FOR AN ORIGINAL CLASS B BEER LICENSE SUBMITTED BY JESSE NEHRING FOR JESSE'S HIDEAWAY, 2255 WIS. DELLS PARKWAY, FOR THE LICENSING PERIOD OF JULY 1, 2016 THRU JUNE 30, 2017 | | | |
| 10 | APPLICATIONS FOR RENEWAL OF LODGING FACILITY LICENSES | | | |
| RESOLUTIONS | | | | |
| 11 | RESOLUTION TO APPROVE THE FINANCIAL ADVISORY AGREEMENT WITH WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC | | | |
| 12 | RESOLUTION TO PROCEED WITH THE REFINANCING OF STATE TRUST FUND LOANS | | | |
| 13 | RESOLUTION TO APPROVE THE REVISED BUSINESS PARK WATER TOWER LEASE AGREEMENT WITH NEW CINGULAR WIRELESS, LLC | | | |
| 14 | RESOLUTION TO APPROVE THE REVISED UNITY WATER TOWER LEASE AGREEMENT WITH NEW CINGULAR WIRELESS, LLC | | | |
| 15 | RESOLUTION TO APPROVE THE AMENDED SCHEDULE OF FEES TO INCLUDE NEW COLUMBARIUM FEES | | | |
| 16 | RESOLUTION TO APPROVE THE PURCHASE OF A TRAFFIC READER BOARD | | | |
| 17 | RESOLUTION TO APPROVE THE PROPOSED SOUTH FORK CAMPGROUND SEWER HOLDING TANK | | | |
| 18 | RESOLUTION TO ADOPT THE DELLS RIVER ARTS DISTRICT BRAND BOOK & STYLE GUIDE | | | |

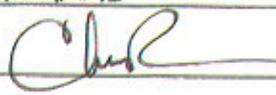
City of Wisconsin Dells Notice of Claim

Name: Charles Reid Peterson Incident/Accident Information:
 Address: 1684 Valley View Dr. Date: Jan 15, 2016
Winona, MN 55907 Time: 3:00 pm.
 Phone: 507-429-3752 Location: JustAGame Fieldhouse

Circumstances of Claim

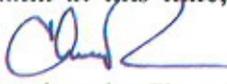
In the space below briefly describe the circumstances of your claim. (Attach additional sheets if necessary.) For automobile damage, attach a copy of the police report including a diagram of the accident scene including north, south, east or west corners if the accident occurred at an intersection. A minimum of two estimates must be submitted for repairs. For personal injury, indicate the nature of the injury and whether or not medical attention was given. Attach copies of the medical bills. List any witnesses to the incident/accident.

Following a basketball game, I was walking to my vehicle & slipped on the ice in the parking lot. I caught myself, but in the process injured my knee. Follow-up doctor appointments showed I had cracked my patellum & tore patellar tendons. It required surgery, which took place on February 1, 2016 at Franciscan Healthcare in LaCrosse, WI - Dr. Charles Nolte did the procedure. I am still in the recovery & physical therapy stages, so final bills are not yet available

Signed:  Date: March 1, 2016

Claim

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

The undersigned hereby makes a claim of \$ 7,477.²²/₁₀₀ against the City of Wisconsin Dells arising out of the circumstances described above. To process this claim it is necessary to detail monetary damages being sought.  April 26, 2016

Signed:  Date: March 1, 2016

Nancy Holzem

From: Tom Mann [tem@cvmic.com]
Sent: Monday, May 02, 2016 3:40 PM
To: Nancy Holzem
Subject: Peterson v Wisconsin Dells; DOL:1-15-16

Nancy

I am in receipt of the above claim that has been filed against the City of Wisconsin Dells in the amount \$7,477.22 for injuries as a result of the claimant slipping and falling in a parking lot. Based on the information that I have received, it would be my recommendation that this claim be formally denied.

Wis. Stat. 893.83, provides that "No action may be maintained against a city, village, town or county to recover damages for injuries sustained by reason of accumulation of snow or ice upon any bridge or highway, unless the accumulation existed for three weeks."

I have received weather records that indicate that there was snow accumulation three out of the five days prior to this incident.

In addition, Ellerman v City of Manitowoc, 2003 WI App 216, 267 Wis. 2d 480, 671 N.W. 2d 366 ruled that a public parking lot falls under the definition of a "highway" under this statute.

As such, it is my opinion that the City of Wisconsin Dells is immune from liability under the above statute and I would therefore recommend that this claim be denied.

Should you have further questions regarding this matter, please feel free to contact me.

Tom



Tom Mann, ARM
Claims Manager - Liability
tel: 414-831-5988
office: 262-784-5666 (ext 188)
email: tem@cvmic.com
web: cvmic.com

893.83 Damages caused by accumulation of snow or ice; liability of city, village, town, and county. No action may be maintained against a city, village, town, or county to recover damages for injuries sustained by reason of an accumulation of snow or ice upon any bridge or highway, unless the accumulation existed for 3 weeks. Any action to recover damages for injuries sustained by reason of an accumulation of snow or ice that has existed for 3 weeks or more upon any bridge or highway is subject to s. 893.80.

History: 2003 a. 214 ss. 136, 137, 189; 2011 a. 132.

NOTE: 2003 Wis. Act 214, which affected this section, contains extensive explanatory notes.

A "highway" is an area that the entire community has free access to travel on. A public parking lot is available to the entire community for vehicular travel, and as such, a city's public parking lot is a "highway" for purposes of this section. Ellerman v. City of Manitowoc, 2003 WI App 216, 267 Wis. 2d 480, 671 N.W.2d 366, 03-0322.

Quota Plus

ITEM 8

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning May 17 20 16 ending June 30 20 16

TO THE GOVERNING BODY of the: Town of Village of City of Wisconsin Dells

County of Columbia Aldermanic Dist. No. (if required by ordinance)

- 1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

- 2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name):

Myrt and Lucy's Chat + Chew LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company.

Title Name Home Address Post Office & Zip Code
President/Member Marip J Zietlow - member 1017 Race St Wisconsin Dells WI 5396

- 3. Trade Name Myrt and Lucy's Chat + Chew Family Business Phone Number 608-253-0888
4. Address of Premises 414 Broadway St Wt Dells Post Office & Zip Code Wt Dells WI 53965

- 5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant?
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?
8. (a) Corporate/limited liability company applicants only: Insert state Wisconsin and date of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

- 9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 414 Broadway St. Walkin cooler, office, Bar, closet

- 10. Legal description (omit if street address is given above): Restaurant, Patio + Plaza
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?
(b) If yes, under what name was license issued? Same - Myrt and Lucy's Chat + Chew LLC

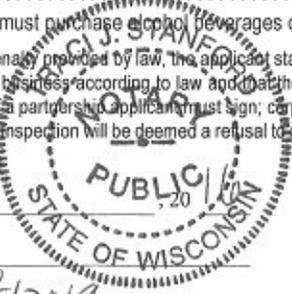
- 12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business?
13. Does the applicant understand they must hold a Wisconsin Seller's Permit?
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers.

SUBSCRIBED AND SWORN TO BEFORE ME

this 26th day of April

(Signature of Clerk/Notary Public)



(Signature of Marip J Zietlow)
Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual

My commission expires 10/25/2019

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Table with 4 columns: Date received and filed with municipal clerk, Date reported to council/board, Date provisional license issued, Signature of Clerk / Deputy Clerk.

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 1 20 16
 ending June 30 20 17

TO THE GOVERNING BODY of the: Town of
 Village of } Wis. Dells
 City of

County of Sauk Aldermanic Dist. No. _____ (if required by ordinance)

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Nehring, Jesse, J

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

| Title | Name | Home Address | Post Office & Zip Code |
|-----------------------|------|--------------|------------------------|
| President/Member | | | |
| Vice President/Member | | | |
| Secretary/Member | | | |
| Treasurer/Member | | | |
| Agent | | | |
| Directors/Managers | | | |

3. Trade Name Jesse's Hideaway Business Phone Number 608-432-8367
 4. Address of Premises 2255 Wisconsin Dells PKWY Post Office & Zip Code 53965

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
 6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
 7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
 8. (a) Corporate/limited liability company applicants only: Insert state _____ and date _____ of registration.
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
 (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) CONCESSION Stand with attached Back Room for stor

10. Legal description (omit if street address is given above): _____
 11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? YES Yes No
 (b) If yes, under what name was license issued? Loony Bin LLC
 12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
 13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
 14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 29th day of April, 2016
Nancy R. Stohren
 (Clerk/Notary Public)
 My commission expires 10-18-19
Jesse Nehring
 (Office of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
 (Office of Corporation/Member/Manager of Limited Liability Company/Partner)
 (Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

| | | | |
|---|--------------------------------|---------------------------------|-----------------------------------|
| Date received and filed with municipal clerk <u>4-29-16</u> | Date reported to council/board | Date provisional license issued | Signature of Clerk / Deputy Clerk |
| Date license granted | Date license issued | License number issued | |

City of Wisconsin Dells

Application for LODGING FACILITY LICENSE

ITEM 10

Date From 5/1/2016 to April 30, 2016 Fee \$ 300 Receipt No. 55001
(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: IZIK COMEN

Applicant Address: 1100 RIVER ROAD APT 208 WIS. DELLS 53965

Telephone Number: 608-347-5292

Lodging Facility Address: 877 OAK ST

Number of Sleeping Units: 6

Zoning Classification: _____

(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: _____

Manner in which the facility will be supervised and maintained: _____

IZIK COMEN
Applicant's Signature

4/26/2016
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____

Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

City of Wisconsin Dells

Application for WORKFORCE HOUSING LICENSE

Date From May 1, 2016 to April 30, 2017 Fee \$ 300.00 Receipt No. 54929
(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: Dells Boat Tours, LLC

Applicant Address: P.O. Box 630, Wisconsin Dells, WI 53965

Telephone Number: (608) 254-8555

Lodging Facility Address: 519 Bowman Road, Wisconsin Dells, WI 53965

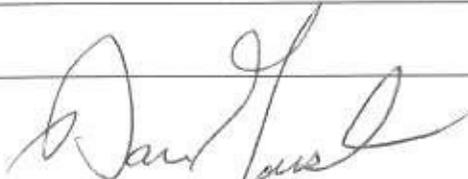
Number of Sleeping Units: Six (6)

Zoning Classification: Residence

(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: Jason Garbacz (608)963-3624

Manner in which the facility will be supervised and maintained: All employees of Dells Boat Tours


Applicant's Signature

4/25/16
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____

Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

City of Wisconsin Dells

Application for WORKFORCE HOUSING LICENSE

Date From May 1, 2016 to April 30, 2017 Fee \$ 750 Receipt No. 54936
(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: MNEG Concessions

Applicant Address: 725 ~~Pine~~ ^{Vine} Street - PO Box 33

Telephone Number: 608-253-4100

Lodging Facility Address: 725 ~~Pine~~ ^{Vine} Street

Number of Sleeping Units: 15

Zoning Classification: _____
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: Zdravko Nimanov

Manner in which the facility will be supervised and maintained: Quiet hours @ 10 pm
Landlord is at housing 3-4 times each week
Any Questions call 608-385-5230 for Frank

Frank Fed
Applicant's Signature

3-15-16
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____

Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

City of Wisconsin Dells

Application for WORKFORCE HOUSING LICENSE

Date From May 1, 2016 to April 30, 2017 Fee \$ 950⁰⁰ Receipt No. 55004
(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: Mt. Olympus

Applicant Address: 1881 Wis. Dells Parkway, Wis. Dells, WI 53965

Telephone Number: 608-253-8447

Lodging Facility Address: 2020 Wisconsin Dells Parkway.

Number of Sleeping Units: 23

Zoning Classification: C-4
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: Jillian Surman 253-8447

Manner in which the facility will be supervised and maintained: Supervised and maintained by Mt. Olympus staff.

Jillian Surman
Applicant's Signature

4/5/2016
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____

Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

City of Wisconsin Dells

Application for WORKFORCE HOUSING LICENSE

Date From May 1, 2016 to April 30, 2017 Fee \$ 975⁰⁰ Receipt No. 55002
(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: Mt. Olympus

Applicant Address: 1881 Wis Dells Parkway, Wis Dells WI 53965

Telephone Number: 608-253-8447

Lodging Facility Address: 2127 Wis Dells Parkway

Number of Sleeping Units: 24

Zoning Classification: C-4
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: Jillian Surman 253-8447

Manner in which the facility will be supervised and maintained: Supervised and maintained by Mt. Olympus staff

Jillian Surman
Applicant's Signature

4/5/2016
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____

Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

City of Wisconsin Dells

Application for WORKFORCE HOUSING LICENSE

Date From May 1, 2016 to April 30, 2017 Fee \$ 1625⁰⁰ Receipt No. 55003
((\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: Mt Olympus

Applicant Address: 1881 Wis Dells Parkway, Wis. Dells WI 53965

Telephone Number: 608.253.8447

Lodging Facility Address: 300 County Hwy A

Number of Sleeping Units: 50

Zoning Classification: C-4
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: Jillian Surman 253-8447

Manner in which the facility will be supervised and maintained: Supervised and maintained by Mt. Olympus Staff

Jillian Surman
Applicant's Signature

4/5/2016
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____
Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

City of Wisconsin Dells

Application for WORKFORCE HOUSING LICENSE

Date From May 1, 2016 to April 30, 2017 Fee \$ 200 Receipt No. 54108
(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: Paris Investments Jason Hollowell

Applicant Address: P.O. Box 541 Dells

Telephone Number: 432-3180

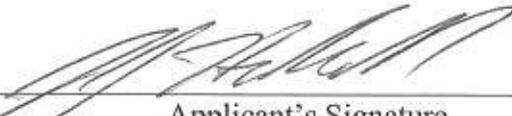
Lodging Facility Address: 511 Vine St.

Number of Sleeping Units: 4

Zoning Classification: _____
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: 432-3180

Manner in which the facility will be supervised and maintained: by Jason Hollowell


Applicant's Signature

4-8-16
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____
Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

City of Wisconsin Dells

Application for WORKFORCE HOUSING LICENSE

Date From May 1, 2016 to April 30, 2017 Fee \$ 350 Receipt No. 54107
((\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: Paris Investments

Applicant Address: P.O. Box 541 Dells

Telephone Number: 432 - 3180

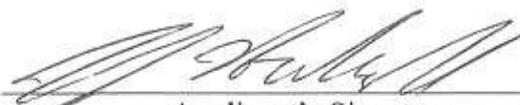
Lodging Facility Address: 410 Wisconsin

Number of Sleeping Units: 7

Zoning Classification: _____
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: 432 - 3180

Manner in which the facility will be supervised and maintained: by Jason Hollowell


Applicant's Signature

4 - 8 - 16
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____
Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

City of Wisconsin Dells

Application for WORKFORCE HOUSING LICENSE

Date From May 1, 2016 to April 30, 2017 Fee \$ 250.00 Receipt No. 54919
(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: Riverview Boat Line

Applicant Address: 31 Broadway, Wise Dells

Telephone Number: 608-254-8336

Lodging Facility Address: 440 Pioneer Dr., Wise Dells

Number of Sleeping Units: 5

Zoning Classification: A Commercial West
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: Joe Schwobert (608-963-9671) or
Manager: Eric Helland (608-963-1630)

Manner in which the facility will be supervised and maintained: All tenants will be
notified of Managements phone number, posted in Commons
room. Property will be checked for cleanliness & maintenance).
4 tenants currently, with possible seasonal tenant(s) additionally.

Karen Fleming
Applicant's Signature

4/22/16
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____
Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

City of Wisconsin Dells

Application for WORKFORCE HOUSING LICENSE

Date From May 1, 2016 to April 30, 2017 Fee \$ 600.00 Receipt No. 54918
((\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: Riverview Boat Line

Applicant Address: 31 Broadway, Wisc. Dells

Telephone Number: 608-254-8336

Lodging Facility Address: 2150 Wisc. Dells Parkway (100 U.S. Hwy 12)

Number of Sleeping Units: 12 units

Zoning Classification: A Commercial West
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: Andre Toma, (DBA All Friends) 414-216-5024
or Eric Helland (Riverview) @ 608-963-1630

Manner in which the facility will be supervised and maintained: All 12 units are being
leased to Smart Staff, LLC, ; DBA ALL FRIENDS. They rent units
to international students in the (SWT) Summer Work Travel program.
Smart Staff Office @ Rainbow Motel, 612 Vine St. - Responsible for
supervising & maintenance.

Karen Fleming
Applicant's Signature

4/22/16
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____

Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

City of Wisconsin Dells

Application for WORKFORCE HOUSING LICENSE

Date From May 1, 2016 to April 30, 2017 Fee \$ 1250 Receipt No. 54895
(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: Smart Staff LLC - Calin Voicu

Applicant Address: 12445 Ocean Gateway , Suite 11, Ocean City, MD, 21842

Telephone Number: 443-928-6826

Lodging Facility Address: 612 Vine Street , Wisconsin Dells , WI , 53965

Number of Sleeping Units: 35

Zoning Classification: C-1 Commercial-neighborhood

(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: Catalin Varvara 410-831-8288

Manner in which the facility will be supervised and maintained:

The facility will be supervised by Property Manager Catalin Varvara (Phone #: 410-831-8288; Mailing Address: 612 Vine St. Email: catalin.varvara@allfriends.co). Mr. Varvara will live on-site and be available at all times(24/7) to

respond to questions or complaints. Two employees will assist Mr. Varvara with check-in/check-out and ensuring that all tenants respect property rules and local laws. This includes addressing noise, garbage, and maintenance/management issues immediately. Smart Staff will continue to rent the two free-standing houses on the RainBow property to local families(white house + cottage 35). Mr. Varvara will live in the third free-standing house, and the remaining 35 units will be rented to students. In order to improve tenant security and comfort, Smart Staff LLC will purchase new lockers for all students at the Rainbow as required by city regulation. Smart Staff LLC will also look into installing surveillance cameras on the property in the future and will replace beds/purchase additional bunk beds as necessary. Please see the attached diagram for the location of rental units and the number of parking stalls on site. This graphic also indicates outdoor gathering spaces and the buffers between those spaces and surrounding properties, as well as the location of the property manager's house.

[Signature]
Applicant's Signature

03/31/2016

Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____

Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

City of Wisconsin Dells

Application for LODGING FACILITY LICENSE

Date From MAY 1, 2016 to April 30, 20 16 Fee \$ 700⁰⁰ Receipt No. _____
((\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: WORLD TRAVELER HOUSING RENTALS, LLC

Applicant Address: 726 VINE ST, WI DELLS

Telephone Number: 608 253 3777

Lodging Facility Address: 726 VINE ST, WI DELLS

Number of Sleeping Units: 14

Zoning Classification: C2
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: CHRIS SWART
608 253 3777 608 432 2484

Manner in which the facility will be supervised and maintained: FACILITY WILL
CONTINUE TO MAINTAIN AND IMPROVE AS IN
THE PAST. FACILITY WILL BE SUPERVISED ON
A DAILY BASIS.


Applicant's Signature

5/1/16
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____
Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

City of Wisconsin Dells

Application for WORKFORCE HOUSING LICENSE

Date From May 1, 2016 to April 30, 2017 Fee \$200⁰⁰ Receipt No. 55104
(\$50 each for first 15 sleeping units; \$25 each add'l)

Applicant Name: DAN ZINKE

Applicant Address: 1105 ARROWHEAD CT
711 ELM ST WISCONSIN DELLS WI

Telephone Number: 608-432-1352

Lodging Facility Address: 711 ELM ST. WISCONSIN DELLS WI

Number of Sleeping Units: 4

Zoning Classification: _____
(Facilities in Residential Areas are grandfathered facilities only.)

Name & Telephone No. of On-Site Supervisor: NONE CALL OWNER
DAN ZINKE

Manner in which the facility will be supervised and maintained: _____
WEEKLY INSPECTIONS

Dan Zinke
Applicant's Signature

5/2/16
Date

License subject to compliance with Wisconsin Dells Code Section 16.06

Note: Incomplete, false, or misleading information can delay the review process and/or be grounds for denial of license.

FOR OFFICE USE ONLY

Date of Inspection: _____ Inspected by: _____

Recommendations: _____

Request for License Approved on _____, 20__ by the Common Council.

Request for License Denied on _____, 20__ by the Common Council.

Reason for Denial: _____

RESOLUTION NO. _____

ITEM 11

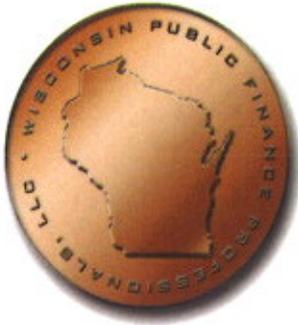
BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the FINANCE COMMITTEE from their May 16, 2016 meetings;

IT APPROVES the Financial Advisory Agreement with Wisconsin Public Finance Professionals, LLC for the refinancing of State Trust Fund Loans.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes ____ nays
Date Introduced: May 16, 2016
Date Passed:
Date Published:



WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
1020 NORTH BROADWAY, SUITE G-9
MILWAUKEE, WI 53202
414-434-9644
FAX: 414-226-2014

Financial Advisory Agreement

City of Wisconsin Dells, Wisconsin

\$5,025,000* General Obligation Refunding Bonds

Wisconsin Public Finance Professionals, LLC ("WPFP") is a "municipal advisor" as defined by the Securities and Exchange Commission ("SEC") Final Rule adopted September 18, 2013. WPFP is registered and regulated by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As Municipal Advisor to the City, WPFP will have fiduciary duties, including a duty of care and a duty of loyalty. WPFP is required to act in the City's best interests without regard to its own financial and other interests.

WPFP will perform financial advisory services for the issuance of the City of Wisconsin Dells, Wisconsin ("City") \$5,025,000* General Obligation Refunding Bonds (Tax-Exempt) - 2016, hereinafter referred to as the "Obligations" issued to refinance existing State Trust Fund Loans. The City hereby retains WPFP as its Municipal Advisor to perform the services listed below in accordance with the terms of this Financial Advisory Agreement.

1. Attend meetings with Administration, Finance Committee and Common Council to provide information on various matters related to debt issuance, refinancing, structuring flexibility, redemption features, timing of issuance, bond rating, and related State and Federal regulations.
2. Confer with City's administrative staff, regarding the projects originally financed, and the goals of refinancing each outstanding Loan. Amortization options and analysis will be prepared and presented to administrative staff, Common Council or Committees, as directed.
3. Assist City Administration with debt authorization procedures including coordinating information with City's nationally recognized municipal bond attorney ("Bond Counsel") to prepare appropriate debt authorization and sale resolutions for Common Council action.
4. Discuss and coordinate with City's administrative staff the date, time and method of selling the Obligation either as a negotiated or competitive sale. If applicable, assist in the selection of an underwriter for the Obligations.
5. Assist with the sale of the Obligations, including the preparation and circulation of the required disclosure document, the "Preliminary Official Statement," describing the details of the Obligations, the City's economic/demographic and financial information, and the refinancing.

*Preliminary

6. Conduct all steps necessary for the pricing or sale of the Obligations, including, if applicable, preparation of the Notice of Sale, advertising the sale of the Obligations, assisting potential bidders with submitting bids, verify bids received, recommend suitability of interest rates based on compliance with Notices of Sale; or, participate in preliminary pricing analysis, review summary of order period results and market comparables, prepare final pricing information, and provide Bond Counsel with final sale results to complete the award resolution.
7. Coordinate the completion of closing documents with the City's Bond Counsel and purchaser of the Obligations; preparation of final amortization schedules; and, preparation and distribution of the Final Official Statement. Prepare settlement statement and closing memorandums, coordinate financing team participants, and monitor wire transfers, to accomplish the closing of the financing and delivery of funds.
8. Assist City with drafting and processing required redemption notices for the Loans being refunded.
9. Work with the City's Bond Counsel, whose fees will be paid by the City, and who will prepare the proceedings, provide legal advice concerning the steps necessary to issue the Obligations and issue an unqualified opinion approving the legality of the Obligations and their tax status.

The City acknowledges that advice and recommendations involve professional judgment on WFPF's part and that the results cannot be, and are not, guaranteed. WFPF shall maintain, throughout the term of this Agreement, professional general liability insurance in the amount of \$1,000,000 per occurrence, having a \$5,000 deductible.

The City agrees to provide WFPF with information relating to the City, the security for the Obligations and other matters considered appropriate to perform our duties under this Agreement. The City acknowledges that WFPF is entitled to rely on the accuracy and completeness of all information provided by the City on your behalf.

The City acknowledges that the City is responsible for the contents of the Preliminary and Final Official Statements and is subject to, and may be held liable under, federal or state securities laws for misleading or incomplete disclosure.

WFPF's fee for services performed under this Financial Advisory Agreement shall be calculated per issue, as follows: Base Fee of \$12,500, plus \$1.25 per \$1,000 of par issued, subject to a minimum fee of \$14,000 and a maximum fee of \$25,000. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest because it may give WFPF an incentive to recommend to the City a financing that is unnecessary or to recommend that the size of the transaction be larger than is necessary. WFPF's fee includes all necessary in-state travel and general out-of-pocket expenses i.e. supplies and copying. WFPF's fee is due and payable upon the closing of the Obligations. The City shall pay the fees and expenses of Bond Counsel, Disclosure Counsel, underwriting fees, and printing and distribution of Official Statements (\$700). All fees of issuance may be paid from the proceeds of the Obligations. If, for any reason, a financing is not consummated, WFPF shall be compensated at our normal hourly rates (\$135/hour professional staff, \$85/hour support staff) for time actually spent.

WPFP does not have any contractual arrangements, fee splitting or finder's fees paid to any consultants. All financial advisory services are performed by employees of WPFP. WPFP has no relationships with other firms, or employees of the City, that could present a real or perceived conflict of interest.

This Agreement is subject to the condition that Carol Ann Wirth is the responsible party for WPFP in its relationship with the City.

This Agreement may be terminated by either party upon 30-day's written notice. This Agreement may be amended or modified only by a writing signed by both parties. This Agreement is solely for the benefit of the City and WPFP and no other person. WPFP may not assign this Agreement without the City's prior written consent. The laws of the State of Wisconsin shall apply to this Agreement.

WISCONSIN PUBLIC FINANCE
PROFESSIONALS, LLC

CITY OF WISCONSIN DELLS
WISCONSIN

By Carol Wirth
Carol Ann Wirth, President

By: _____

Date: _____

RESOLUTION NO. _____

ITEM 12

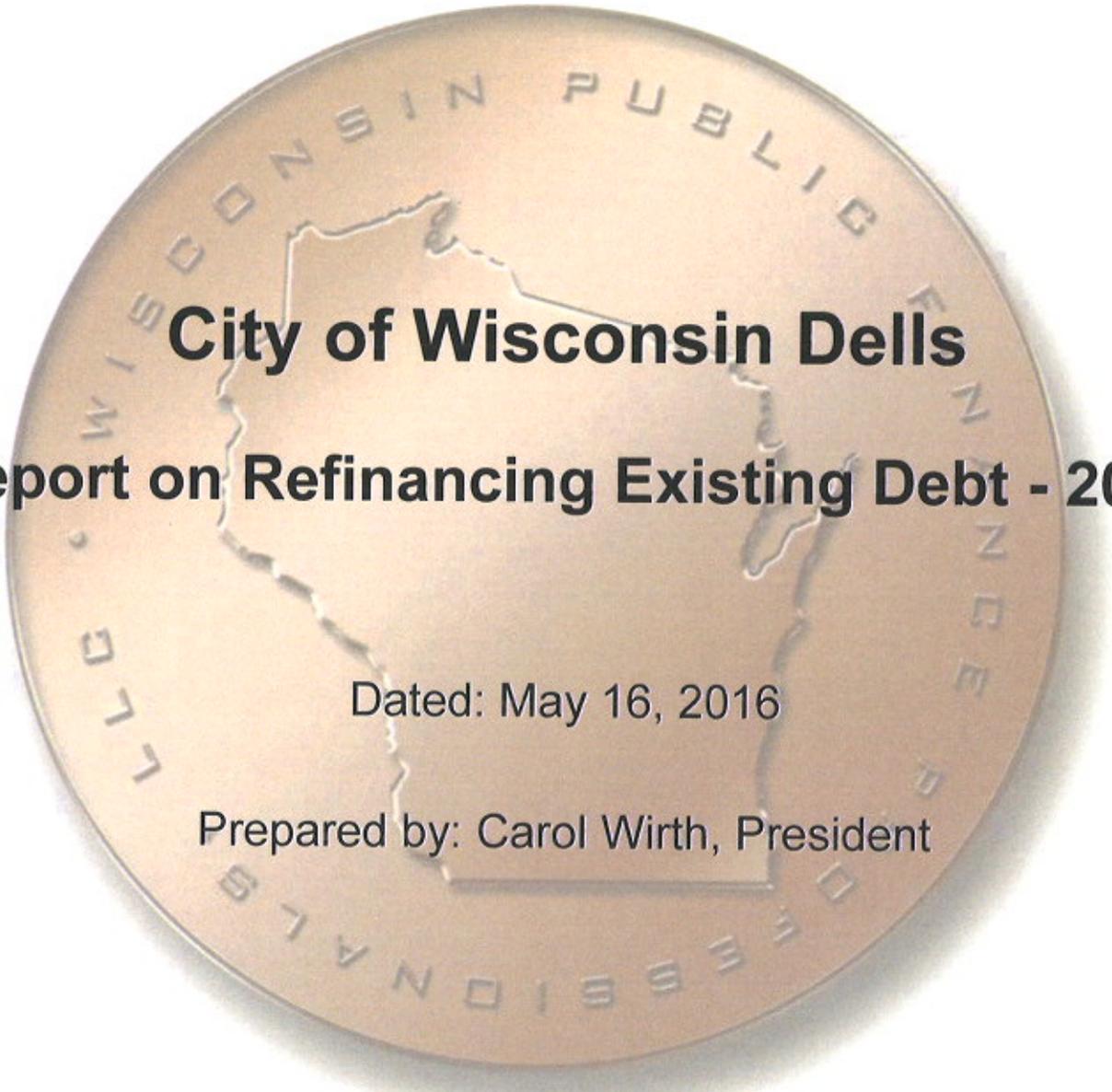
BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the FINANCE COMMITTEE from their May 16, 2016 meetings;

IT APPROVES proceeding with the refinancing State Trust Fund Loans.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes ____ nays
Date Introduced: May 16, 2016
Date Passed:
Date Published:



City of Wisconsin Dells
Report on Refinancing Existing Debt - 2016

Dated: May 16, 2016

Prepared by: Carol Wirth, President

State Trust Fund Loan Refunding Candidates

Five existing General Obligation State Trust Fund Loans are eligible for refinancing to save significant interest costs

| | <u>Loan Dated</u> | <u>Purpose</u> | <u>Principal Balance</u> | <u>Interest Rate</u> | <u>Final Maturity</u> |
|----|----------------------|-------------------|--------------------------|----------------------|-----------------------|
| 1. | 12/15/2009 (BAB*) | City (50%) | 379,653.18 | 5.50% | 3/15/2029 |
| | | Library (50%) | 379,653.18 | 5.50% | 3/15/2029 |
| | | | 759,306.36 | | |
| 2. | 9/01/2010 (BAB*) | City (7%) | 121,961.84 | 5.25% | 3/15/2030 |
| | | Library (93%) | 1,620,350.28 | 5.25% | 3/15/2030 |
| | | | 1,742,312.12 | | |
| 3. | 12/12/2012 | Silverleaf (100%) | 544,993.83 | 2.75% | 3/15/2022 |
| 4. | 12/12/2012 | Chula/DIG (91%) | 1,415,711.04 | 3.75% | 3/15/2028 |
| | | DIG2/TIF3 (9%) | 140,015.35 | 3.75% | 3/15/2028 |
| | | | 1,555,726.39 | | |
| 5. | 3/1/2015 | City (75%) | 738,055.49 | 3.25% | 3/15/2021 |
| | | Electric (25%) | 246,018.49 | 3.25% | 3/15/2021 |
| | | | 984,073.98 | | |

* Build America Bonds receive 35% federal interest subsidy. Sequestration reduced subsidy 6.8%

Combined Debt Service Schedule

The combined principal and interest payments for the five Loans is shown below:

| <u>Year</u> | <u>Principal</u> | <u>Interest</u> | <u>Total Debt Service</u> |
|-------------|-----------------------|-----------------------|-------------------------------|
| 2017 | 550,964.47 | 238,542.71 | 789,507.18 |
| 2018 | 562,020.08 | 217,403.16 | 779,423.24 |
| 2019 | 573,445.94 | 195,798.88 | 769,244.82 |
| 2020 | 585,023.53 | 174,190.13 | 759,213.66 |
| 2021 | 597,450.54 | 151,144.42 | 748,594.96 |
| 2022 | 393,848.00 | 128,050.07 | 521,898.07 |
| 2023 | 308,846.02 | 111,452.99 | 420,299.01 |
| 2024 | 314,925.88 | 97,304.30 | 412,230.18 |
| 2025 | 321,475.57 | 82,299.62 | 403,775.19 |
| 2026 | 328,122.78 | 67,211.49 | 395,334.27 |
| 2027 | 335,000.44 | 51,768.83 | 386,769.27 |
| 2028 | 342,061.18 | 36,057.87 | 378,119.05 |
| 2029 | 219,833.58 | 19,773.23 | 239,606.81 |
| 2030 | 153,394.68 | 8,053.23 | 161,447.91 |
| | <u>\$5,586,412.69</u> | <u>\$1,579,050.93</u> | <u>\$7,165,463.62</u> |

Refinancing the Loans

Source of Funds

| | |
|--|------------------------|
| 1. City Funds on Hand will Pay Off City Portion of BAB Loans | \$510,300.00 |
| 2. Electric Utility Funds on Hand will Pay off Electric Portion of 2015 Loan | \$249,545.32 |
| 3. City Issues General Obligation Refunding Bonds to Refinance Loans | <u>\$5,025,000.00*</u> |
| Total Source of Funds | \$5,784,845.32 |

Application of Funds

| | | |
|---|-----------------|---------------------|
| 1. Pay off Loans on August 23, 2016: | | |
| Principal | | \$5,586,412.86 |
| Interest from 3/15/16 - 8/23/16 | | \$105,220.22 |
| 2. Issuance Expenses: | | |
| Wisconsin Public Finance Professionals, LLC - | \$19,000 | |
| Official Statement Printing & Distribution | \$ 700 | |
| Quarles & Brady (Bond Counsel) | \$11,000 | |
| Quarles & Brady (Disclosure Counsel) | <u>\$ 6,600</u> | |
| | | \$ 37,300.00 |
| Underwriting Expenses | | \$ 50,200.00* |
| 3. Excess proceeds returned to debt service | | <u>\$ 5,712.24*</u> |
| Total Application of Funds | | \$5,784,845.32 |

*Preliminary, subject to change.

2016 General Obligation Refunding Bonds

Estimated Debt Service Schedule

| Date | Principal | Coupon | Interest | Total P+I |
|--------------|-----------------------|----------|---------------------|-----------------------|
| 09/01/2016 | - | - | - | - |
| 09/01/2017 | 585,000.00 | 0.900% | 75,444.94 | 660,444.94 |
| 09/01/2018 | 580,000.00 | 1.000% | 66,590.00 | 646,590.00 |
| 09/01/2019 | 580,000.00 | 1.100% | 60,500.00 | 640,500.00 |
| 09/01/2020 | 570,000.00 | 1.250% | 53,747.50 | 623,747.50 |
| 09/01/2021 | 560,000.00 | 1.400% | 46,265.00 | 606,265.00 |
| 09/01/2022 | 395,000.00 | 1.550% | 39,283.75 | 434,283.75 |
| 09/01/2023 | 305,000.00 | 1.700% | 33,630.00 | 338,630.00 |
| 09/01/2024 | 300,000.00 | 1.850% | 28,262.50 | 328,262.50 |
| 09/01/2025 | 295,000.00 | 2.000% | 22,537.50 | 317,537.50 |
| 09/01/2026 | 260,000.00 | 2.100% | 16,857.50 | 276,857.50 |
| 09/01/2027 | 160,000.00 | 2.200% | 12,367.50 | 172,367.50 |
| 09/01/2028 | 165,000.00 | 2.350% | 8,668.75 | 173,668.75 |
| 09/01/2029 | 155,000.00 | 2.450% | 4,831.25 | 159,831.25 |
| 09/01/2030 | 115,000.00 | 2.550% | 1,466.25 | 116,466.25 |
| Total | \$5,025,000.00 | - | \$470,452.44 | \$5,495,452.44 |

| | |
|-------------------------|-------------|
| Bond Year Dollars | \$25,800.83 |
| Average Life | 5.134 Years |
| Net Interest Cost (NIC) | 2.0181613% |

2016 General Obligation Refunding Bonds

Estimated Debt Service Savings Comparison

| Date | 2016 Bonds Est. D/S | 5 STF Loans Existing D/S | Est Savings |
|--------------|------------------------|-----------------------------|-----------------------|
| 09/01/2016 | - | - | - |
| 09/01/2017 | 660,444.94 | 789,507.17 | 129,062.23 |
| 09/01/2018 | 646,590.00 | 779,423.24 | 132,833.24 |
| 09/01/2019 | 640,500.00 | 769,244.82 | 128,744.82 |
| 09/01/2020 | 623,747.50 | 759,213.66 | 135,466.16 |
| 09/01/2021 | 606,265.00 | 748,594.95 | 142,329.95 |
| 09/01/2022 | 434,283.75 | 521,898.07 | 87,614.32 |
| 09/01/2023 | 338,630.00 | 420,299.01 | 81,669.01 |
| 09/01/2024 | 328,262.50 | 412,230.17 | 83,967.67 |
| 09/01/2025 | 317,537.50 | 403,775.19 | 86,237.69 |
| 09/01/2026 | 276,857.50 | 395,334.26 | 118,476.76 |
| 09/01/2027 | 172,367.50 | 386,769.26 | 214,401.76 |
| 09/01/2028 | 173,668.75 | 378,119.05 | 204,450.30 |
| 09/01/2029 | 159,831.25 | 239,606.81 | 79,775.56 |
| 09/01/2030 | 116,466.25 | 161,447.91 | 44,981.66 |
| Total | \$5,495,452.44 | \$7,165,463.57 | \$1,670,011.13 |
| | | Less Funds Contributed | (759,845.32) |
| | | | 910,165.81 |
| | | Less Potential BAB Subsidy | (342,244.51) |
| | | Net Savings Potential | 567,921.30 |

Estimated Savings by Purpose

| <u>Year</u> | <u>City</u> | <u>Library</u> | <u>Electric</u> | <u>Silverleaf</u> | <u>Chula/DIG</u> | <u>DIG 2/TIF3</u> |
|-------------|-------------------|-------------------|------------------|-------------------|-------------------|-------------------|
| * | (510,250.20) | 1,826.11 | (249,545.32) | 3,589.32 | 345.55 | 151.64 |
| 2017 | 61,624.62 | 34,656.10 | 54,105.08 | (801.51) | (20,186.81) | (335.25) |
| 2018 | 62,855.54 | 30,562.17 | 54,105.08 | 2,925.98 | (17,084.01) | (531.52) |
| 2019 | 58,858.45 | 29,969.44 | 54,105.08 | 1,426.53 | (14,803.11) | (811.57) |
| 2020 | 60,080.15 | 34,546.00 | 54,105.08 | 66.38 | (12,269.37) | (1,062.08) |
| 2021 | 61,470.60 | 34,077.10 | 54,105.08 | 3,772.64 | (9,783.80) | (1,311.67) |
| 2022 | 54,574.88 | 33,831.88 | | 2,808.42 | (7,034.15) | 3,433.29 |
| 2023 | 53,885.84 | 33,726.93 | | | (9,102.00) | 3,158.24 |
| 2024 | 53,186.19 | 33,815.30 | | | (5,937.99) | 2,904.17 |
| 2025 | 52,434.19 | 33,928.06 | | | (2,777.69) | 2,653.13 |
| 2026 | 51,669.36 | 34,188.61 | | | 30,198.21 | 2,420.58 |
| 2027 | 50,877.47 | 34,502.14 | | | 126,824.11 | 2,198.04 |
| 2028 | 50,062.84 | 29,986.13 | | | 122,412.14 | 1,989.19 |
| 2029 | 49,208.80 | 30,566.76 | | | | |
| 2030 | 11,301.36 | 33,680.30 | | | | |
| | 221,840.09 | 463,863.03 | 20,980.08 | 13,787.76 | 180,801.08 | 14,856.19 |

* Excess Proceeds or (Funds Contributed)

Footnotes

- 1) City - New debt (\$765,000) structured for repayment over 5 years (2017-2021)
- 2) Library - Est. savings \$463,863.03 Less Potential BAB Subsidy (342,244.51) = \$121,618.52
- 3) Electric - Will not issue any new debt
- 4) Silverleaf - New debt structured according to anticipated revenue stream
- 5) Chula/DIG - New debt structured according to anticipated revenue stream; retired 2 years earlier
- 6) DIG2/TIF3 - New debt structured according to anticipated revenue stream

Method of Sale

- **Wisconsin Law allows General Obligation Notes and Refunding Bonds to be sold at Public or Negotiated Sale**

- **Public Sale** – City Advertises for Underwriter Nation-wide – to Submit Bid on Specific Date and Time

Underwriter's Bid Dependent Upon –

Market Conditions on Day of Bid

Number of Issues Underwriter Will Bid on (Bidding Calendar) or Purchase That Day

Limited Ability to Pre-sell Notes/Bonds - Risk May be Built into Bid as Cost to City

Underwriting Cost Locked in on the Day of Sale

- **Negotiated Sale** – Underwriter is Selected By City

Underwriter Provides Assistance to City in Advance of Entering the Bond Market -

Updates and Advises City of Changes to Market Conditions, Interest Rates

Investors and Local Banks Contacted Early to Determine Interest in Purchasing Notes/Bonds

Reduces Underwriter's Risk of Unsold Notes/Bonds - Potential for Lower Underwriting Cost

Cost of Underwriting Locked in Prior to Sale Date

Underwriter Has Flexibility to Capture Market Opportunities Several Days in Advance of Award

City Has Flexibility to Change Dollar Amount and Structuring Terms Up to Time of Order Period

Underwriter Provides City with Comparable Sales in Market

- **The City of Wisconsin Dells has historically used the Negotiated Sale method**

- The City's historical underwriter has been the firm of Bankers Bank, in association with Bank of Wisconsin Dells

Timeline

| | |
|-----------|---|
| May 5 | Presentation to Library Board on Refinancing 2012 STF Loans - Option Selected |
| May 16 | Presentation to Finance & Common Council on 2016 Refinancing Motion to Proceed with Refinancing State Trust Fund Loans Coordinate Financing Team and Legal Documents Financing Team - Financial Advisor, Bond Counsel, Disclosure Counsel, Underwriter |
| June 30 | Official Statement Completed |
| July 12 | Draft Award Resolution Emailed to City |
| July 14 | Pricing 2016 Refunding Bonds (Final Interest Rates) |
| July 18 | Council Adopts Final Award Resolution (Sale) |
| July 19 | 30-Day Pay-Off Notice sent to State |
| August 15 | Closing – Delivery of Funds |
| August 23 | State Trust Fund Loans Paid Off |

Additional 2016 Refunding Candidate

General Obligation Promissory Notes Dated April 1, 2009

Existing Debt Service Schedule

| Year | Principal | Coupon | Interest | Total D/S |
|------|-----------------------|--------|---------------------|-----------------------|
| 2016 | - | - | - | - |
| 2017 | 150,000.00 | 3.900% | 68,245.00 | 218,245.00 |
| 2018 | 200,000.00 | 4.100% | 61,220.00 | 261,220.00 |
| 2019 | 1,360,000.00 | 4.200% | 28,560.00 | 1,388,560.00 |
| | \$1,710,000.00 | - | \$158,025.00 | \$1,868,025.00 |

Original Purpose - Refinanced \$240,000 of 1998 Refunding Bonds; and various public improvement projects

Prepayment Date - March 1, 2017

Federal arbitrage law allows refinancing to close within 90 days of prepayment date

Sale of new refunding bonds - November 2016

Closing new refunding bonds - December 2016

New Refunding Bonds - Tax-exempt, bank qualified (\$10 million limit of all tax-exempt debt in 2016)

Refunding Goal - Lower interest rate; restructure balloon payment in 2019

2017 Refunding Candidates
Community Development Authority - Lease Revenue Bonds - TIF 3

Three Outstanding Lease Revenue Bond Issues - Dated: May 1, 2006, October 2, 2007 and August 7, 2008

Principal Balance Combined CDA Revenue Bond Issues - \$13,330,000

Original Purpose - TIF 3

Prepayment Date - March 1, 2017

Outstanding \$3,257,500 General Obligation State Trust Fund Loan @ 3.75% dated February 19, 2015

Issued to Refinance 2005 CDA Lease Revenue Bonds:

Prepayment Date - January 1, 2017

Non-Bank Qualified Refinancing - Amount in Excess of \$10 Million Annual Bank Qualified Limits

Timeline - Sale of New CDA Lease Revenue Bonds: December 2016 or January 2017

Closing of Refinancing: January or February 2017

Refunding Goal - Lower interest rate, structure repayment to TIF 3 revenue stream

2006 CDA Lease Revenue Bonds - TIF 3 Existing Debt Service Schedule

| Year | Principal | Coupon | Interest | Total D/S |
|------|-----------------------|--------|-----------------------|------------------------|
| 2016 | - | - | - | - |
| 2017 | 1,000,000.00 | 4.300% | 402,850.00 | 1,402,850.00 |
| 2018 | 1,000,000.00 | 4.400% | 359,350.00 | 1,359,350.00 |
| 2019 | 1,000,000.00 | 4.500% | 314,850.00 | 1,314,850.00 |
| 2020 | 600,000.00 | 4.500% | 278,850.00 | 878,850.00 |
| 2021 | 700,000.00 | 4.500% | 249,600.00 | 949,600.00 |
| 2022 | 750,000.00 | 4.500% | 216,975.00 | 966,975.00 |
| 2023 | 1,350,000.00 | 4.600% | 169,050.00 | 1,519,050.00 |
| 2024 | 1,450,000.00 | 4.600% | 104,650.00 | 1,554,650.00 |
| 2025 | 1,550,000.00 | 4.600% | 35,650.00 | 1,585,650.00 |
| | \$9,400,000.00 | - | \$2,131,825.00 | \$11,531,825.00 |

2007 CDA Lease Revenue Bonds - TIF 3 Existing Debt Service Schedule

| Year | Principal | Coupon | Interest | Total D/S |
|------|-----------------------|--------|---------------------|-----------------------|
| 2016 | - | - | - | - |
| 2017 | 300,000.00 | 3.900% | 115,125.00 | 415,125.00 |
| 2018 | 300,000.00 | 4.000% | 103,275.00 | 403,275.00 |
| 2019 | 300,000.00 | 4.100% | 91,125.00 | 391,125.00 |
| 2020 | 300,000.00 | 4.200% | 78,675.00 | 378,675.00 |
| 2021 | 300,000.00 | 4.250% | 66,000.00 | 366,000.00 |
| 2022 | 300,000.00 | 4.300% | 53,175.00 | 353,175.00 |
| 2023 | 325,000.00 | 4.450% | 39,493.75 | 364,493.75 |
| 2024 | 350,000.00 | 4.450% | 24,475.00 | 374,475.00 |
| 2025 | 375,000.00 | 4.450% | 8,343.75 | 383,343.75 |
| | \$2,850,000.00 | - | \$579,687.50 | \$3,429,687.50 |

2008 CDA Lease Revenue Bonds - TIF 3 Existing Debt Service Schedule

| Year | Principal | Coupon | Interest | Total D/S |
|------|-----------------------|--------|---------------------|-----------------------|
| 2016 | - | - | - | - |
| 2017 | 105,000.00 | 4.500% | 51,042.50 | 156,042.50 |
| 2018 | 110,000.00 | 4.700% | 46,095.00 | 156,095.00 |
| 2019 | 115,000.00 | 4.800% | 40,750.00 | 155,750.00 |
| 2020 | 120,000.00 | 4.900% | 35,050.00 | 155,050.00 |
| 2021 | 125,000.00 | 5.000% | 28,985.00 | 153,985.00 |
| 2022 | 130,000.00 | 5.050% | 22,577.50 | 152,577.50 |
| 2023 | 135,000.00 | 5.100% | 15,852.50 | 150,852.50 |
| 2024 | 140,000.00 | 5.150% | 8,805.00 | 148,805.00 |
| 2025 | 100,000.00 | 5.200% | 2,600.00 | 102,600.00 |
| | \$1,080,000.00 | - | \$251,757.50 | \$1,331,757.50 |

2015 General Obligation STF Loan - TIF 3 Existing Debt Service Schedule

| Year | Principal | Coupon | Interest | Total D/S |
|------|-----------------------|--------|-----------------------|-----------------------|
| 2016 | - | - | - | - |
| 2017 | 10,000.00 | 3.750% | 122,156.25 | 132,156.25 |
| 2018 | 15,000.00 | 3.750% | 121,781.25 | 136,781.25 |
| 2019 | 20,000.00 | 3.750% | 121,218.75 | 141,218.75 |
| 2020 | 163,171.75 | 3.750% | 120,798.80 | 283,970.55 |
| 2021 | 169,620.74 | 3.750% | 114,349.81 | 283,970.55 |
| 2022 | 175,981.52 | 3.750% | 107,989.03 | 283,970.55 |
| 2023 | 182,580.83 | 3.750% | 101,389.72 | 283,970.55 |
| 2024 | 189,168.58 | 3.750% | 94,801.97 | 283,970.55 |
| 2025 | 196,521.43 | 3.750% | 87,449.12 | 283,970.55 |
| 2026 | 203,890.98 | 3.750% | 80,079.57 | 283,970.55 |
| 2027 | 211,536.89 | 3.750% | 72,433.66 | 283,970.55 |
| 2028 | 219,292.81 | 3.750% | 64,677.74 | 283,970.55 |
| 2029 | 227,693.01 | 3.750% | 56,277.54 | 283,970.55 |
| 2030 | 236,231.50 | 3.750% | 47,739.05 | 283,970.55 |
| 2031 | 245,090.18 | 3.750% | 38,880.37 | 283,970.55 |
| 2032 | 254,199.72 | 3.750% | 29,770.83 | 283,970.55 |
| 2033 | 263,813.55 | 3.750% | 20,157.00 | 283,970.55 |
| 2034 | 273,706.51 | 3.750% | 10,263.99 | 283,970.50 |
| | \$3,257,500.00 | - | \$1,412,214.45 | \$4,669,714.45 |

RESOLUTION NO. _____

ITEM 13

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the FINANCE COMMITTEE from their May 16, 2016 meetings;

IT APPROVES the revised Business Park Water Tower Lease Agreement with New Cingular Wireless, LLC.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes ____ nays
Date Introduced: May 16, 2016
Date Passed:
Date Published:

Market: IL/WI
Cell Site Number: WI0031
Cell Site Name: Business Park Water Tower
Fixed Asset Number: 10012014

BUSINESS PARK WATER TOWER LEASE AGREEMENT

THIS BUSINESS PARK WATER TOWER LEASE AGREEMENT ("**Agreement**") is entered into effective March 5, 2016 (the "**Effective Date**") by City of Wisconsin Dells, a Wisconsin municipal corporation, having a mailing address of 300 LaCrosse Street, Wisconsin Dells, WI 53965 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Dr., Atlanta, GA 30324 ("**Tenant**").

BACKGROUND

A. Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with an water tower (the "**Business Park Water Tower**"), together with all rights and privileges arising in connection therewith, located at State Highway 23 and Business Park Road, Wisconsin Dells, Wisconsin 53965 in the County of Columbia, Parcel Number 11291-1497.24 (collectively, the "**Property**").

B. Landlord and Tenant are parties to a certain Antenna Site Location Agreement dated March 5, 1991, as subsequently amended (the "**Existing Lease**"), concerning the leasing of a portion of the Property and Business Park Water Tower in connection with Tenant's federally licensed communications business.

C. The parties hereto desire to amend and restate the Existing Lease in its entirety with this Agreement.

The parties agree to amend and restate the Existing Lease in its entirety as follows:

1. **LEASE OF PREMISES.** Landlord hereby leases to Tenant:

(i) approximately 1,350 square feet including the air space above such ground space, as described on attached **Exhibit 1** for the placement of Tenant's Communication Facility;

(ii) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (i) and (ii) is the "**Equipment Space**");

(iii) that certain space on the Business Park Water Tower, as generally depicted on attached **Exhibit 1**, where Tenant shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and

(iv) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the nearest public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, and Connection Space are hereinafter collectively referred to as the "**Premises**."

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**") as

further described in **Exhibit 2**, as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 2** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1 and 2**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**" which includes without limitation, the remainder of the Business Park Water Tower) as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility at any time during the term of this Agreement, provided that any alterations or modification to any portion of Tenant's Communication Facility located on the Business Park Water Tower shall require Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed and in no event delayed more than fifteen (15) business days beyond such request. Alterations or modifications to Tenant's Communication Facility not located on the Business Park Water Tower shall not require Landlord's prior written approval. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant..

3. TERM.

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

4. **RENT.**

(a) Commencing on March 5, 2016 (the "**Rent Commencement Date**"), Tenant will pay Landlord a yearly rental payment of Fifteen Thousand Four Hundred Forty-four and No/100 Dollars (\$15,444.00) (the "**Rent**"), at the address set forth above, on or before the fifth (5th) day of each lease year in advance. In any partial year occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the yearly Rent will increase by four percent (4%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation and 19 Casualty; or

(f) by Landlord, upon twelve (12) months prior written notice if Landlord determines in its sole discretion and for any reason, that the Business Park Water Tower is structurally unsound or otherwise unsuitable for use as a water tower, including but not limited to consideration of age of the structure, damage or destruction of all or part of the Business Park Water Tower or the Property from any source or other factors relating to the condition of the Business Park Water Tower;

(g) by Landlord, upon twelve (12) months prior written notice if Landlord decides for any reason to redevelop the Premises or Property in a manner inconsistent with the continued use of the Premises by Tenant;

(h) by Landlord, upon twelve (12) months prior written notice if Landlord in its sole discretion determines that the continuation of this Agreement is inconsistent with the interest of the City of Wisconsin Dells and the body public, provided that Landlord shall not exercise its right to terminate under this sub-paragraph 6(h) until after the expiration of the third Extension Term.

Notwithstanding the foregoing, in the event that Landlord exercises its right to terminate under sub-paragraph 6(f), 6(g) or 6(h) Landlord may extend the right to Tenant to relocate its Communication Facility to an alternate location mutually acceptable by both parties, at Tenant's sole cost and expense. Tenant will have ninety (90) days from the date it receives the written request to evaluate Landlord's proposed relocation of the Communication Facility, during which period Tenant will have the right to conduct tests to determine the technological feasibility of the proposed relocation of the Communication Facility. If the alternate location proposed by Landlord is not technologically feasible, Landlord and Tenant shall pursue another alternate location suitable to Tenant's needs. Landlord and Tenant shall execute an amendment ("**Amendment**") evidencing such relocation, which shall include, but may not be limited to, the new location of the Communication Facility, Tenant's equipment, shelter and any alternate easements necessary for the relocation. Tenant will have a period of three hundred sixty-five (365) days after the execution of such Amendment to relocate its Communication Facility. Landlord and Tenant hereby agree that in no event will the relocation of Tenant's Communication Facility, affect, alter, modify or otherwise change any of the terms and conditions of this Agreement unless otherwise so stated in the executed Amendment.

7. **INSURANCE.**

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual,

quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of the Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event Tenant requires non-emergency access to the Business Park Water Tower, Tenant shall notify Landlord at least twenty-four (24) hours in advance with the date access is required, the names of the person(s) working on site, the approximate time of arrival and approximate length of time work will take place. Landlord shall provide Tenant with a contact number for emergency access to the Business Park Water

Tower. Access to any portion of Tenant's Communication Facility not located on the Business Park Water Tower shall not require advance notice to Landlord. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Business Park Water Tower, and all areas of the Premises where Tenant does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electrical power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service

company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

(d) Tenant acknowledges and understands the Landlord's maintenance costs on the Business Park Water Tower have increased due to the presence of Tenant's Communication Facility located on the Business Park Water Tower. Landlord requests and Tenant agrees that Tenant shall pay its share of reasonable and customary costs associated with the increased maintenance fees that are directly attributable to the Communication Facility located on the Business Park Water Tower ("**Maintenance Repair Costs**"). Landlord shall notify Tenant of any Maintenance Repair Costs at least forty-five (45) days prior to the commencement of such work, which notification shall include an estimate of the Maintenance Repair Cost. If such Maintenance Repair Costs are deemed unreasonably high in Tenant's sole opinion, Landlord shall obtain and submit two (2) alternate bids for the Maintenance Repair Cost. If all bids are within the same average cost range, the initial bid shall be approved. If Tenant does not respond to Landlord's notification within thirty (30) days receipt of such notice, the Maintenance Repair Costs shall be deemed approved and Landlord may proceed with the maintenance repair work.

(e) In the event that Tenant's Communication Facility is to be completely removed or relocated for the maintenance repair work, Business Park Water Tower demolition, or new Business Park Water Tower construction, all costs related to said removal, including, but not limited to: equipment removal, relocation, providing temporary structures for Tenant's Communication Facility, and any service related interruptions shall be borne by the Tenant, and Tenant shall not be required to pay Landlord Maintenance Repair Costs for such maintenance work.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

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

If to Tenant: New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration
Re: Cell Site #: WI0031 Cell Site Name: Business Park Water Tower (WI)
Fixed Asset No.: 10012014
575 Morosgo Dr.
Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: WI0031 Cell Site Name: Business Park Water Tower (WI)
Fixed Asset No.: 10012014
208 S. Akard Street
Dallas, Texas, 75202-4206

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

If to Landlord: City of Wisconsin Dells
Attn: Director of Public Works
300 LaCrosse Street
Wisconsin Dells, WI 53965
Phone Number: _____
Email: _____

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to

substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this

Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
WI0031 Cell Site Name: Business Park Water Tower (WI)
Fixed Asset No.: 10012014
575 Morosgo Dr. NE
Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to

provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive the Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. CONSTRUCTION OVERSIGHT FEES ("COF").

(a) Tenant shall pay Landlord a "Construction Oversight Fee" ("COF") at the rate of One Hundred Eight and No/100 Dollars (\$108.00) per hour as compensation for Landlord's efforts to (i) evaluate Tenant's plans and specification for use of the Premises; (ii) produce engineering documentation; (iii) inspect Tenant's installation or modification of Tenant's Communication Facility; and (iv) following up with Tenant on the installation or modification of Licensee's Communication Facility to ensure compliance with pre-approved plans and specifications; provided, however, the COF shall not exceed Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) without prior written consent from Tenant. Landlord shall inform Tenant in the event the COF will exceed Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) in advance.

(b) Tenant agrees to pay Landlord's reasonable administrative and legal fees for the review of this Agreement and any future modifications and matters related to this Agreement in an amount not to exceed One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) within sixty (60) days after receipt of a detailed invoice evidencing the fees and costs incurred by Landlord.

25. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

City of Wisconsin Dells, a Wisconsin municipal corporation

By: _____
Print Name: _____
Its: _____
Date: _____, 2016

"TENANT"

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

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____, 2016

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

RESOLUTION NO. _____

ITEM 14

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the FINANCE COMMITTEE from their May 16, 2016 meetings;

IT APPROVES the revised Unity Water Tower Lease Agreement with New Cingular Wireless, LLC.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ___ ayes ___ nays
Date Introduced: May 16, 2016
Date Passed:
Date Published:

Market: IL/WI
Cell Site Number: WI2161
Cell Site Name: Unity Water Tower
Fixed Asset Number: 10080083

UNITY WATER TOWER LEASE AGREEMENT

THIS UNITY WATER TOWER LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by City of Wisconsin Dells, a Wisconsin municipal corporation, having a mailing address of 300 LaCrosse Street, Wisconsin Dells, WI 53965 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Dr., Atlanta, GA 30324 ("**Tenant**").

BACKGROUND

WHEREAS, Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with an water tower (the "**Unity Water Tower**"), together with all rights and privileges arising in connection therewith, located at 330 Unity Drive, Wisconsin Dells, in the County of Sauk, State of Wisconsin having a zip code of 53965 (collectively, the "**Property**"); and

WHEREAS, Landlord and Tenant entered into a Water Tower Site License Agreement dated November 19, 2001, as further amended by that certain First Amendment to Water Tower Site License Agreement dated November 17, 2014 (collectively "**License**"), whereby Landlord granted a non-exclusive License to Tenant to use a portion of the Property in connection with its Tenant's federally licensed communications business; and

WHEREAS, Landlord and Tenant in their mutual interest, wish to amend and restate the License in its entirety with this Agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree to amend and restate the License in its entirety as of the Effective Date as follows:

1. LEASE OF PREMISES. Landlord hereby leases to Tenant:

(i) approximately 600 square feet (20' x 30') including the air space above such ground space, as described on attached **Exhibit 1** for the placement of Tenant's Communication Facility;

(ii) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (i) and (ii) is the "**Equipment Space**");

(iii) that certain space on the Unity Water Tower, as generally depicted on attached **Exhibit 1**, where Tenant shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and

(iv) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the nearest public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, and Connection Space are hereinafter collectively referred to as the "**Premises**."

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**") as further described in **Exhibit 2**, as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**" which includes without limitation, the remainder of the Unity Water Tower) as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant..

3. **TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

4. RENT.

(a) Commencing on the Effective Date of this Agreement (the "**Rent Commencement Date**"), Tenant will pay Landlord a yearly rental payment of Fourteen Thousand Eight Hundred Fifty and No/100 Dollars (\$14,850.00) (the "**Rent**"), at the address set forth above, on or before the fifth (5th) day of each lease year in advance. In any partial year occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the yearly Rent will increase by four percent (4%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement including the following: 5

Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation and 19 Casualty.

7. INSURANCE.

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of

Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of the Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Unity Water Tower, and all areas of the Premises where Tenant does not have exclusive control, in good and tenable

condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electrical power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

(d) Tenant acknowledges and understands the Landlord's maintenance costs on the Unity Water Tower have increased due to the presence of Tenant's Communication Facility located on the Unity Water Tower. Landlord requests and Tenant agrees that Tenant shall pay its share of reasonable and customary costs associated with the increased maintenance fees that are directly attributable to the Communication Facility located on the Unity Water Tower ("**Maintenance Repair Costs**"). Landlord shall notify Tenant of any Maintenance Repair Costs at least forty-five (45) days prior to the commencement of such work, which notification shall include an estimate of the Maintenance Repair Costs. If such Maintenance Repair Costs are deemed unreasonably high in Tenant's sole opinion, Landlord shall obtain and submit two (2) alternate bids for the Maintenance Repair Costs. If all bids are within the same average cost range, the initial bid shall be approved. If Tenant does not respond to Landlord's notification within thirty (30) days receipt of such notice, the Maintenance Repair Costs shall be deemed approved and Landlord may proceed with the maintenance repair work.

(e) In the event that Tenant's Communication Facility is to be completely removed or relocated for the maintenance repair work, Unity Water Tower demolition, or new Unity Water Tower construction, all costs related to said removal, including, but not limited to: equipment removal, relocation, providing temporary structures for Tenant's Communication Facility, and any service related interruptions shall be borne by the Tenant, and Tenant shall not be required to pay Landlord Maintenance Repair Costs to the Landlord for such maintenance repair work.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes

beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. **ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

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

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: WI2161 Cell Site Name: Unity Water Tower (WI)
Fixed Asset No.: 10080083
575 Morosgo Dr.
Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: WI2161 Cell Site Name: Unity Water Tower (WI)
Fixed Asset No.: 10080083
208 S. Akard Street
Dallas, Texas, 75202-4206

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

If to Landlord: City of Wisconsin Dells
Attn: Director of Public Works
300 LaCrosse Street
Wisconsin Dells, WI 53965

Phone Number: _____
Email: _____

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. **TAXES.**

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been

paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
WI2161 Cell Site Name: Unity Water Tower (WI)
Fixed Asset No.: 10080083
575 Morosgo Dr. NE
Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property

- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. **RENTAL STREAM OFFER.** If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive the Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. **CONSTRUCTION OVERSIGHT FEES ("COF").**

(a) Tenant shall pay Landlord a "Construction Oversight Fee" ("**COF**") at the rate of One Hundred Eight and No/100 Dollars (\$108.00) per hour as compensation for Landlord's efforts to (i) evaluate Tenant's plans and specification for use of the Premises; (ii) produce engineering documentation; (iii) inspect Tenant's installation or modification of Tenant's Communication Facility; and (iv) following up with Tenant on the installation or modification of Licensee's Communication Facility to ensure compliance with pre-approved plans and specifications; provided, however, the COF shall not exceed Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) without prior written consent from Tenant. Landlord shall inform Tenant in the event the COF will exceed Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) in advance.

(b) Tenant agrees to pay Landlord's reasonable administrative and legal fees for the review of this Agreement and any future modifications and matters related to this Agreement in an amount not to exceed One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) within sixty (60) days after receipt of a detailed invoice evidencing the fees and costs incurred by Landlord. .

25. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as

Exhibit 24b. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth

herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

City of Wisconsin Dells, a Wisconsin municipal corporation

By: _____
Print Name: _____
Its: _____
Date: _____, 2016

"TENANT"

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

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____, 2016

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

RESOLUTION NO. _____

ITEM 15

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the FINANCE COMMITTEE from their May 16, 2016 meetings;

IT APPROVES the amended 2016 Schedule of Fees to include cemetery columbarium fees. \$800 for a single unit, \$1300 for a double unit.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes ____ nays
Date Introduced: May 16, 2016
Date Passed:
Date Published:

~ CITY OF WISCONSIN DELLS ~
2016 SCHEDULE OF FEES

| Type | Proposed Fee | Current FEE | | Code Section | Year Revised |
|---|-------------------|-------------|---|----------------------------|--------------|
| Adult Oriented Establishment | | 1000.00 | Annually | 16.18(5)(a) | 2002 |
| Alarm Monitor at Police Dept | | 125.00 | Annually | 9.05(7) | 2010 |
| Annexation Review Fee | | 100.00 | | | 2016 |
| Awning & Canopies Inspections | | 60.00 | Every 2 years | 22.26(6) | 2010 |
| Bicycle License | | Free | For life of bike | 23.04 | 2005 |
| Board of Appeals | | 300.00 | Plus Public Hearing Fee | 19.221 | 2010 |
| Boat Dock Rental Fee | | 401.70 | Annually-primary city residents | 3% increase every other yr | 2015 |
| (plus tax) | | 578.50 | Annually-school district residents | 3% every other | 2015 |
| | | 950.30 | Annually-all others | 3% every other | 2015 |
| Boat Launch Fee (Daily) | | 8.00 | | 8.03(4)(a) | 2010 |
| Boat Launch Fee (Annual) | | 50.00 | | | 2010 |
| Building Inspection Fees (Commercial) | | 75.00 | Roof Re-Shingle Electric Service Upgrade Required by code violations | 13.01(3) | 2010 |
| Building Inspection Fees (Residential) | | 50.00 | Roof Re-Shingle Electric Service Upgrade Required by code violations | | 2010 |
| Building Permits (Residential) | | 45.00 | First \$1000 of cost or less; \$20 each add'l \$1000 | 13.01(3) | 2008 |
| | | 2500.00 | Maximum fee | | 2008 |
| Building Permits (Commercial) | | 45.00 | First \$1000 of cost or less | 13.01(3) | 2008 |
| | | 25.00 | Each add'l \$1000 to \$500,000 | | 2008 |
| | | 50.00 | Each add'l \$100,000 thereafter | | 2009 |
| | | 25,000 | Maximum fee | | 2009 |
| Building Permits (REU fee) | | 1920.00 | | | 2014 |
| Building Footings & Foundation Fee (Commercial) | | 125.00 | | | 2008 |
| Busking Permit | | 50.00 | Per performer/per season | 16.10 | 2014 |
| Cemetery Columbarium Units: Single Unit Double Unit | 800.00 1300.00 | | Cost includes the unit, name/date plaque, as well as the opening and closing costs. | | 2016 |
| Cemetery Lots | | 550.00 | Per lot | | 2008 |
| Grave Opening | | 400.00 | Monday-Friday | | 2008 |
| Cremation | | 225.00 | Monday-Friday | | 2008 |
| After hours/weekend add'l fee | | 75.00 | Per hour | | 2015 |
| Deed Transfer | | 20.00 | Per Transfer | | 2016 |

ITEM 16

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the PUBLIC WORKS COMMITTEE from their May 9, 2016 meeting;

IT APPROVES the purchase of a traffic reader board.

Brian L. Landers, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: ____ ayes ____ nays
Date Introduced: May 16, 2016
Date Passed:
Date Published:

RESOLUTION NO. _____

ITEM 17

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the PUBLIC WORKS COMMITTEE from their May 9, 2016 meeting;

IT APPROVES the temporary sewer holding tank proposed by South Fork Campground contingent upon DNR approval.

Brian L. Landers, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: ____ ayes ____ nays
Date Introduced: May 16, 2016
Date Passed:
Date Published:

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the BID COMMITTEE from their December 17, 2015 meeting;

TO ADOPTS the Dells River Arts District Brand Book & Style Guide.

Brian L. Landers, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ___ ayes; ___ nays
Date Introduced: May 16, 2016
Date Passed:
Date Published:

ORDINANCE NO. A-797
(Chapter 18 – Offenses)

ITEM 19

The City of Wisconsin Dells, Adams, Columbia, Juneau and Sauk Counties, Wisconsin, does hereby ordain as follows:

SECTION I: PURPOSE:

This purpose of this ordinance is to repeal and recreate Chapter 18 – Offenses in its entirety.

SECTION II: PROVISIONS REPEALED AND RECREATED:

Wisconsin Dells Code Chapter 18 is repealed and recreated.

SECTION III: PROVISION AS REPEALED AND RECREATED

Recreated as Exhibit A.

SECTION IV: VALIDITY

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION V: CONFLICTING PROVISIONS REPEALED

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION VI: EFFECTIVE DATE

This ordinance shall be in force from and after its introduction and publication and as provided by statute.

SECTION VII: PART OF CODE

This ordinance becomes a part of Wisconsin Dells Code, Chapter 18.

Brian L. Landers, Mayor

Nancy R. Holzem, Clerk/Coordinator

First Reading passed: April 19, 2016

Second Reading passed:

Published: April 23, 2016

ORDINANCE NO. _____
(Quota Plus "Class B" Liquor License)

ITEM 20

The City of Wisconsin Dells, Adams, Columbia, Juneau and Sauk Counties, Wisconsin, does hereby ordain as follows:

SECTION I: PURPOSE

2015 Wisconsin Act 286, effective June 1, 2016, clarifies for the purpose of restaurant exception to the quota system for "Class B" licenses, the establishment's 300-person seating capacity must be interior and permanent. This Ordinance adds that language to the city code as well as the longstanding statutory hotel exception.

SECTION II: PROVISION REPEALED AND RECREATED

Wisconsin Dells Code Sec. 16.12(16) is repealed and recreated.

SECTION III: PROVISION AS REPEALED AND RECREATED

16.12(16) "Class B" Quota Plus Exceptions

Pursuant to Wis. Stat. Sec. 125(51)(4)(v) and notwithstanding the City's "Class B: quota, the City may issue a license for the following:

- (a) A full-service restaurant that has an interior, permanent seating capacity of 300 or more persons.
- (b) A hotel that has 50 or more rooms of sleeping accommodations that has either an attached restaurant with a seating capacity of 150 or more persons or a banquet room in which banquets are attended by 400 or more person may be held.

SECTION IV: VALIDITY

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION V: CONFLICTING PROVISIONS REPEALED

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION VI: EFFECTIVE DATE

This ordinance shall be in force from and after its introduction and publication and as provided by statute.

SECTION VII: PART OF CODE

This ordinance becomes a part of Wisconsin Dells Code, Chapter 16.