

(5) TB, TA, A, Clerk, ZA, public

RESOLUTION TO PRESENT TO TOWN PLAN COMMISSION 8-23-24

Permanent Directional Signs that indicate a Business Location are allowed with the following conditions:

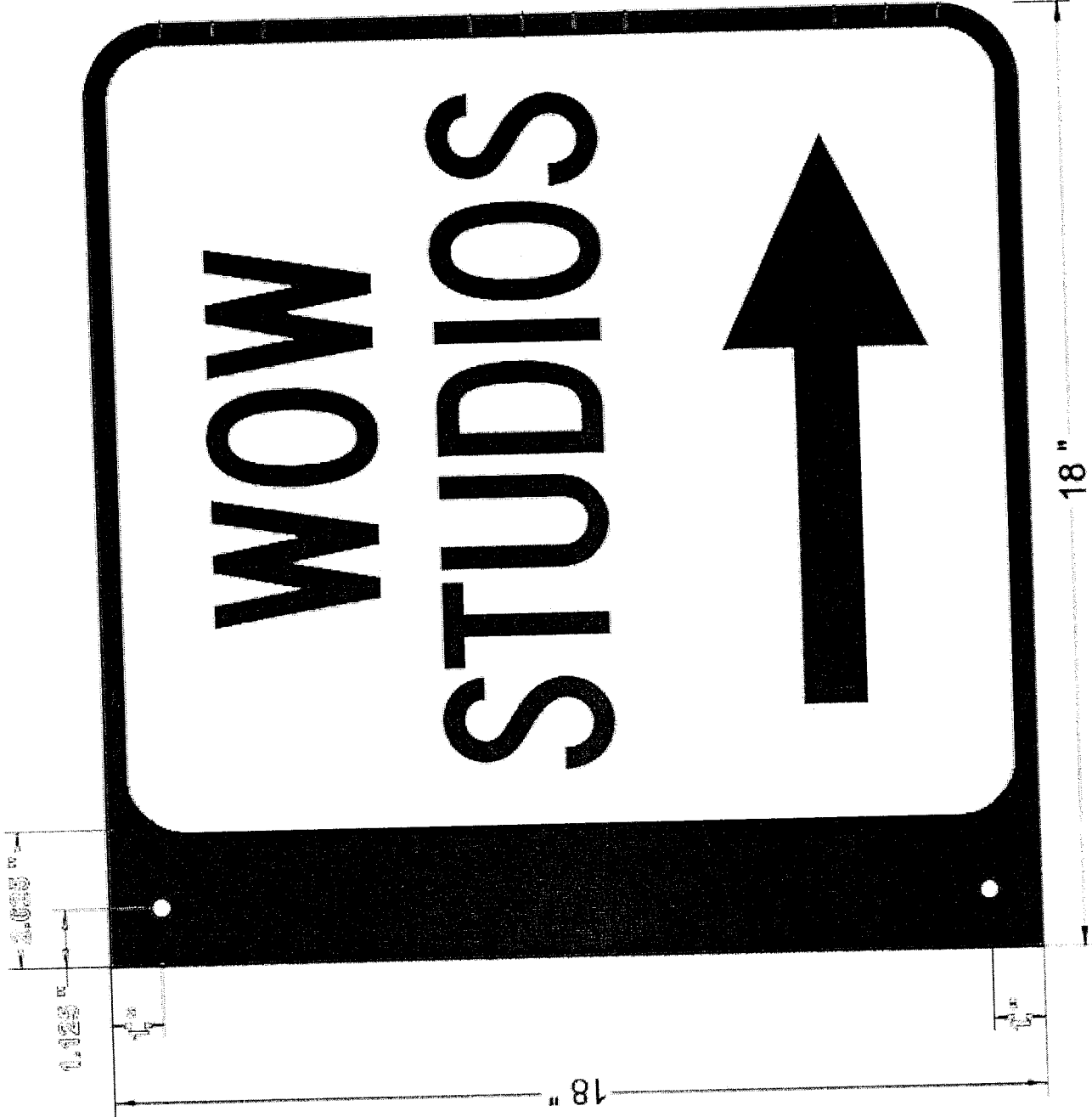
1. No more than two (2) such signs shall be allowed per business.
2. Each sign shall be 18" x 18" with black lettering on a white reflective background with a black directional arrow.
3. One (1) sign shall be attached to a designated Town of LaPointe street post and installed by the Town.
4. The second sign (optional) shall be attached to the existing fire number post and installed by the Town.
5. The fee for such signage shall be two hundred (200) dollars paid upon application. The annual fee for the sign attached to a street post shall be one hundred (100) dollars paid each year on or before February 15th. There is no annual fee for the sign attached to the fire number post.
6. The Town of LaPointe shall have the option to change any of these conditions when deemed necessary. If any of these conditions change, they will become affective Feb. 15<sup>th</sup>.

RECEIVED  
Re-distributed  
SEP 19 2024

Initial: dg

RECEIVED  
SEP 5 2024

Initial: dg E.S.



**Alex Smith**

(5) TB, TA, A. Clerk, ZA, Public

**From:** judy sebranek <jsebranek@me.com>  
**Sent:** Thursday, September 19, 2024 10:49 AM  
**To:** Alex Smith  
**Cc:** steve@mchughimages.com  
**Subject:** Resolution for Home Studio Signage

I am in support of the proposed sign ordinance update for Islanders running services and studios from their homes. Please consider Steve McHugh's well thought out plan to benefit all.

Thank you,  
Judy Sebranek  
561 Capser Road  
LaPointe, WI

RECEIVED  
SEP 19 2024

Initial: dg

The resolution is for one sign to be positioned at the intersection, in my case the existing sign post at the corner of Big Bay Road and Benjamin. This sign has an arrow and the studio name, it measures 18" x 18" and the town controls the sign and placement. A second sign would be placed on my fire number post. This is a solution to businesses placing signs everywhere and presently you can't place any signs anywhere.

In the Town of La Pointe Comprehensive Plan 2024, it states, "La Pointe has never seriously examined what kind of economy could flourish in this community in addition to seasonal tourism – what options could exist for the community, its businesses and its workers and how the town could help support these enterprises. Nor has the community attempted to attain the broader household stability and expanded choices that could go along with a more diverse, balanced economy. Now is the opportunity to explore potential options."

## Small home businesses need Signage

By Steve McHugh

I am petitioning the Town Board to approve the Zoning and Planning Committee's Resolution for directional signage. At the last meeting it was stated that this appears on the surface to be just for my business, but this will encourage Island residents to move ahead and open up their studios, growing this segment of enterprise.

I have a small home business which is struggling under the current signage rules. At this point this kind of signage is not permitted in any form. This has lead to Island wide illegal postings of signs. If you don't have a legal way to promote your home business, you are left to resort to an illegal way to promote it.

I know from my own experience on a day when I violated the ordinance and posted 2 directional signs to my studio, the visitor count went from 0 persons stopping to 24 in a day. This past Labor Day weekend, following the rules of the signage ordinance, on Saturday I had only one person visit. On Sunday I displayed two signs down at the corner of Benjamin and Big Bay Road and I had 26 visitors which resulted in the sale of paintings. Visitors are the lifeblood of any small business, they are the difference between success and failure. Signage matters!

In the Town of La Pointe Comprehensive Plan 2024, it states, "La Pointe has never seriously examined what kind of economy could flourish in this community in addition to seasonal tourism – what options could exist for the community, its businesses and its workers and **how the town could help support these enterprises**. Nor has the community attempted to attain the broader household stability and expanded choices that could go along with a more diverse, balanced economy. Now is the opportunity to explore potential options." This sign resolution is part of growing this economy of the Island.

The Island is home to many small business/enterprises, run by islander's, that need and deserve support from this Board. Directional signage will help do this. This includes potters, painters, jewelers, weavers, and all future home year round businesses.

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SEP 18 2024

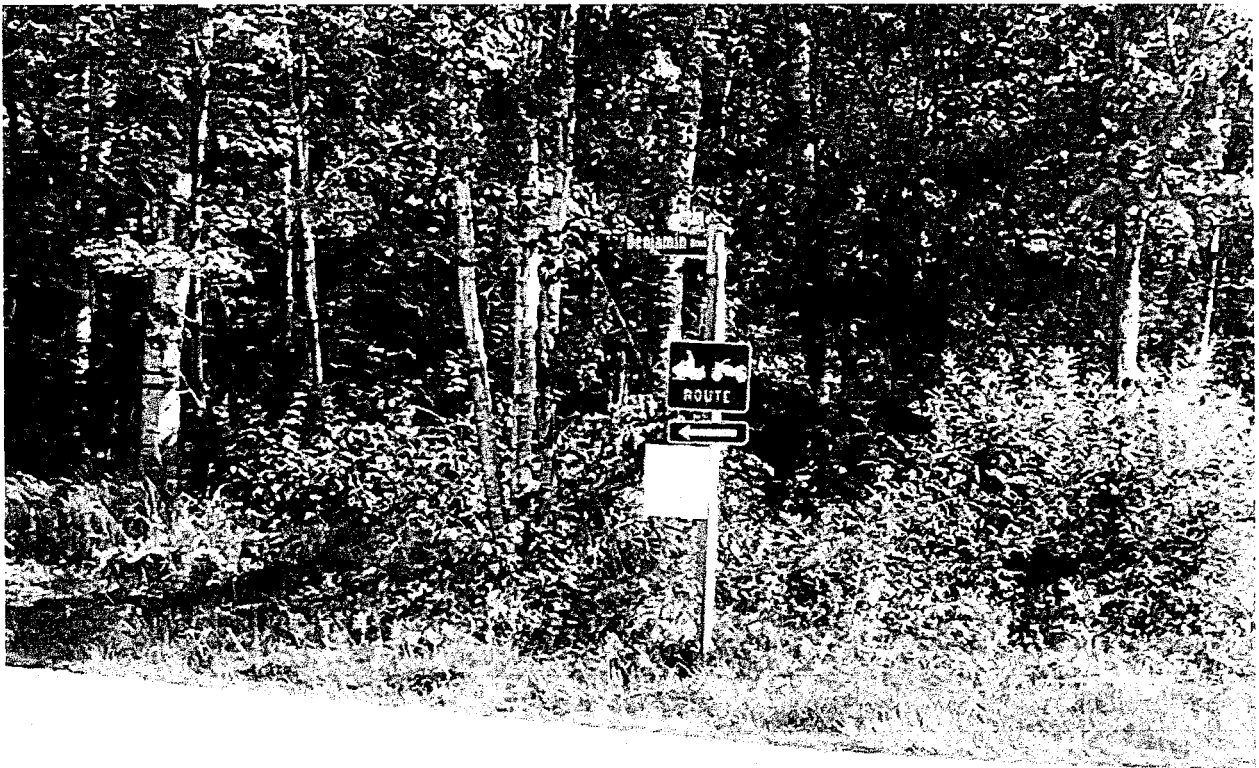
Initial: dg

In the current 2024 Comprehensive plan the following information is reported:

According to the Community Survey Chart on “level of support for land uses/ activities:

59.6% of respondents responded they want more Home Business  
59% of respondents responded they want more year-round businesses,  
60% of respondents responded they want the Town to “encourage”  
home-based businesses

I understand that there’s a concern of having too many signs. The Zoning and Planning committee addressed that concern in their resolution. The size of the signs was also voiced as a concern. I have included a photo of a piece of cardboard posted on my corner post. As you can see the size is appropriate and doesn’t present a distraction to the natural beauty of the Island.



18 September, 2024

Island home businesses need your help. I am asking for myself and for the existing and future home businesses of the island, for this reasonable and needed signage policy. Please help us improve our visibility to tourist and visitors during this very short season.



Photo take from drivers view point approaching corner.

With gratitude,

A handwritten signature in cursive script, appearing to read "Steven McHugh".

Steven McHugh  
Contemporary Artist  
2027 Benjamin Blvd.  
PO Box 164  
LaPointe, WI 54850



**Alex Smith**

(5) TB, TA, A, Clerk, ZA Public

**From:** Daisy Linville <linvilledaisy@gmail.com>  
**Sent:** Tuesday, September 17, 2024 2:52 PM  
**To:** Alex Smith  
**Subject:** Re: Support of sign resolution

Thank you, Alex! Hope you are well!! :-)

~Daisy

+++

On Tue, Sep 17, 2024 at 2:49 PM Alex Smith <clerk@townoflapointewi.gov> wrote:

Thank you, Daisy.

I have received your email and will be distribute to the Town Board for the discussion at the next meeting on Tuesday September 24th.

Kindest Regards,

Alex Smith (she/her)  
Town Clerk  
[clerk@townoflapointewi.gov](mailto:clerk@townoflapointewi.gov)  
La Pointe, WI 54850

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**From:** Daisy Linville <linvilledaisy@gmail.com>  
**Sent:** Tuesday, September 17, 2024 2:46:11 PM  
**To:** Alex Smith <clerk@townoflapointewi.gov>  
**Subject:** Support of sign resolution

Hello,

I am a summer resident, and I own 2 1/2 acres on Mondamin Trail. I am emailing to show my support for the resolution that has been rewritten by Ed to allow for signage to be placed on the roads for home businesses. I think it's a great idea and could attract More visitors and business to the island - which we want. We need to welcome our tourists, and increase diverse types of businesses and activities for them to visit. Tourism and art is the backbone of our economy and there's so much potential with advertising home art studios and other businesses now and in the future. Thank you for your consideration!

Sincerely,

Daisy Linville  
548 Mondamin Trail

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SEP 18 2024

Initial: dg

**Alex Smith**

(5)TB,TA,A,Clerk,ZA,Public

**From:** Cindy Bielke <bielke.cindy@gmail.com>  
**Sent:** Tuesday, September 17, 2024 11:15 AM  
**To:** Alex Smith  
**Subject:** Directional Signs for Home Businesses on Madeline Island

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Completed

To Whom It May Concern:

As a former longtime property owner on Madeline Island--and frequent visitor now--we wish to weigh in on the issue of directional signs for home-based businesses on the island. As more people find ways to support themselves with home-based businesses, it is time for the island to set a clear and consistent policy to ensure customers can easily find the businesses they wish to patronize.

My family and I spent 8 days in September vacationing on the island. One of the highlights of our vacation was visiting the WOW art gallery owned and operated by Steve McHugh. (We loved patronizing the Bell Street Gallery when he and Mary operated it before selling it). During our visit to WOW, we met people from Columbus, Ohio and Madison, Wis who just stumbled onto the gallery after visiting the Town Park beach. They were amazed to find art of such high quality and vowed to return on future island visits.

Protecting the natural beauty of the island is a top priority. Everyone loves the pristine wilderness of Madeline Island. But allowing people to live and work on the island also must be a priority. I urge you to pass a resolution supporting consistent, professional signage that allows customers to find home-based businesses on the island. I know that WOW Gallery, for example, would greatly benefit from modest signage on the corner of Big Bay Road and Benjamim roads, along with a second sign at their fire number post.

I have seen signs like "Viking Road" at the driveway of Arnie Nelson for years, snarky signs on Tom's Burned Down Cafe that are visible from the street, along with political signs in yards and on businesses. Surely regulated (for size and placement) professional signs that support hard-working local home businesses deserve the same visibility.

Thank you for your consideration of this important issue.

Sincerely,

Cynthia Bielke/Steve Green  
903 Goodrich Avenue  
St. Paul, MN 55105

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SEP 18 2024

Initial cg

Alex Smith

(5) TB, TA, A, Clerk, ZA, Public

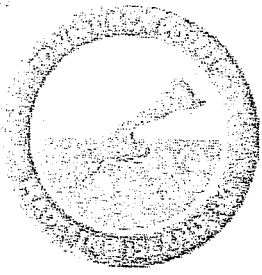
**From:** Jim Hansen <hansenjimj@gmail.com>  
**Sent:** Wednesday, September 18, 2024 9:15 AM  
**To:** Alex Smith  
**Subject:** Madeline Island directional signs for Home businesses

I support a sign resolution that allows one sign per business, to be located on the road right of way. This sign should identify the Island Home Businesses, and direct prospective customers to the business's location. That sign should be a reasonable size ( ex: 1.5 x 2ft) so that it can be seen by passing people. The sign should be removed for "plowing season" so it doesn't interfere with snow removal. Thank you. **Signed by Jim Hansen 9/18/2024**

3418 Big Bay Road,  
La Pointe, Wi.  
Ph 715-747-3805

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SEP 18 2024

Initial: dg



SEP 11 2024  
dg

TOWN OF LA POINTE, MADELINE ISLAND

Application to Serve on a Board and/or Committee

Complete and return to Town Hall (PO Box 270) or email to [clerk@townoflapointewi.gov](mailto:clerk@townoflapointewi.gov)

1. Please select the board and/or committee that you wish to be considered for appointment to (you may select more than one)

- Affordable Housing Advisory Committee
- Election Board \*
- Madeline Island Public Library Board
- Town Plan Commission\*
- Zoning Board of Appeals \*
- Board of Review (alternate)\*
- Energy Committee
- Public Arts Committee
- Winter Transportation Committee
- Other: \_\_\_\_\_

\*Members receive compensation for meeting attendance  
\*\* Members receive monthly compensation

2. Personal Information

Name (please print) Jacqueline Noha

Mailing Address P.O. Box 333

Phone (Primary) \_\_\_\_\_ Phone (Other) \_\_\_\_\_ Email Address \_\_\_\_\_

Town Resident? Full time  Seasonal \_\_\_\_\_ Other \_\_\_\_\_

3. Have you served on any other Town boards/committees in the past? YES \_\_\_\_\_ NO

If yes, what boards or committees?

4. What are your reasons for seeking an appointment to the board(s)/committee(s) you have selected above?

I am interested in helping individuals and families find secure housing. I was asked by a committee member to join.

5. Why would you be an asset to the board(s)/committee(s) you have selected above? (Use back if necessary)

I care about our community having housing available to our working class. I have navigated these same challenges. I am thoughtful and analytical and determined when it comes to finding solutions. I bring a different perspective - I am aware of the required time commitment (see back) for the board(s)/committee(s) I have selected above.

Jacqueline Noha  
Print Name

J. Noha  
Signature

9-5-24  
Date

**AGREEMENT BETWEEN THE TOWN OF LA POINTE  
AND THE MADELINE ISLAND CHAMBER OF COMMERCE  
REGARDING DESIGNATION OF A TOURISM ENTITY**

**WHEREAS**, under Article IV of Ordinance Chapter 40 Finance and Taxation, the Town of La Pointe ("Town") has established a room accommodations tax on the short-term rental of lodging for less than one month, and

**WHEREAS**, under Wisconsin Statutes 66.0615, a municipality establishing such a room tax must designate a "tourism entity" to receive 70 percent of the tax collected by the municipality,

**THEREFORE:**

1. The Town designates the Madeline Island Chamber of Commerce ("Chamber") as the Town's tourism entity.
2. The Chamber shall remain compliant with Wisconsin Statutes 66.0615(1)(f), qualify as a tourism entity as defined in that section, spend at least 51 percent of its revenues on tourism promotion and tourism development, and provide destination marketing staff and services for the tourism industry in the Town.
3. The Chamber shall remain compliant with Wisconsin Statutes 66.0615(1)(fm) and provide tourism promotion and tourism development activities each year, which may include marketing projects, tourist information services, and tangible municipal development.
4. The Chamber shall remain compliant with Wisconsin Statutes 66.0615(1m)(d)8 and ensure that its governing body includes at least one owner or operator of a lodging facility that collects a room tax.
5. By March 31 of each year, the Chamber shall supply to the Town the information required in Wisconsin Statutes Section 66.0615(4)(a)2 and 3.
6. By May 1 of each year, the Town shall certify and report to the Department of Revenue the information required in Wisconsin Statutes Section 66.0615(4)(a)1, 2 and 3.
- ~~7. The Chamber shall retain relevant records for at least seven (7) years and understands that records are subject to open records requests.~~
8. Within 60 days of the end of each quarter, the Town shall remit to the Chamber 70 percent of the accommodations tax submitted to the Town in the preceding quarter.
9. With respect to this agreement, the Chamber shall be an independent contractor in regard to the Town and not an employee of the Town, in accordance with ~~§102.07(8)(b)~~ Wisconsin Statutes.

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SEP 13 2024

Initial: dg

10. In the event of a default by either party in the performance of an obligation under this agreement which continues for a period of twenty (20) days following written notice thereof to the party in default, the other party to this contract may terminate this contract by written notice to the party in default.
11. This agreement shall be interpreted under the laws of the State of Wisconsin. Any suit or proceeding relating to this contract shall be venued in Ashland County, Wisconsin.
12. This agreement sets forth the entire understanding and agreement between the parties relating to the subject of this contract and supersedes and replaces any prior discussions, negotiations and agreements, oral or written. This contract may be amended only by a writing signed by the undersigned.
13. This agreement is in effect until Dec. 31, ~~2026~~ 2029.

\_\_\_\_\_  
Glenn Carlson, Town Board Chair

\_\_\_\_\_  
Madeline Island Chamber of Commerce

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest: Alexandra Smith, Town Clerk

\_\_\_\_\_  
Date

From: **Madeline Island Chamber** <[vacation@madelineisland.com](mailto:vacation@madelineisland.com)>

Date: Wed, Aug 28, 2024 at 12:00 PM

Subject: MOU

To: Glenn Carlson <[glenncarlson453@gmail.com](mailto:glenncarlson453@gmail.com)>

Hi Glenn,

Hope your day is going well!

We are ready to sign and get the MOU back to you! All looks good, the only thing recommended that we change is under #7, we retain our relevant records for 7 years, but open records requests do not apply to us. We would also like for the contract to run through 2029, (5 years), so we don't have to revisit for a while.

If acceptable, would you like us to just cross those out, and initial? Thank you!

Sharon

--

**Sharon Zanto**

**Executive Director**

Madeline Island Chamber of Commerce

[vacation@madelineisland.com](mailto:vacation@madelineisland.com)

715-747-2801

**MADLINE ISLAND**  
»—————» *COME OVER.*

EST. 1854

(5) TB, 77-A, Close, Rvd Plice, 8/21/24

### SPECIAL EVENT PERMIT

FILE NUMBER \_\_\_\_\_

Organization/Sponsor(s) of Event: Madeline Island Museum / WI Historical Society

Contact: Michael (First Name) Wiggins (Last Name)

Address: 222 Colons Woods Avenue

La Pointe (City) WI (State) 54850 (Zip Code) Phone: 715.991-5817

E-mail address: Michaelwiggins@wisconsinhistory.org (From main St to Col. Woods)

Date(s) Requested: Sept 29 30

Mapped route (if any): Request blocking of Col Woods area all day/evening

Description of event: Corn + Wild Rice Processing, food prep and food truck

I/We have read the attached §347-12 Special Event Ordinance and agree to abide by said ordinance. I/We agree to pay for the cost incurred by the Town for the event (50% of anticipated costs due with permit application, remainder due after event once costs are totaled):

Michael Wiggins Signature 8/27/24 Date

Deposit Paid: \$ \_\_\_\_\_ Received by: \_\_\_\_\_ Date: \_\_\_\_\_  
Amount Paid: \$ \_\_\_\_\_ Received by: \_\_\_\_\_ Date: \_\_\_\_\_  
Amount Refunded: \_\_\_\_\_ Date: \_\_\_\_\_

THIS PERMIT WILL BE VALID ONLY FOR: \_\_\_\_\_ TO \_\_\_\_\_  
(Start Date & Time) (End Date & Time)

Approved by Town Clerk: \_\_\_\_\_ (Signature of Town Clerk/Deputy Clerk) \_\_\_\_\_ (Date)

Permit: \$150.00 Deposit: \$100.00  
(Please pay with 2 separate checks.)

Fees approved by Town Board December 12, 2023 for 2024

RECEIVED  
Initial: dg  
SEP 13 2024  
Initial: dg



## §347-12. Special events.

- A. **Definition.** A special event is any planned event occurring on the public right-of-way or public premises, including but not limited to parades, processions, pageants, bicycle or foot races, festivals and marches.
- B. **Application.** No person, agency or organization may hold a special event as defined in Subsection A above without obtaining a special event permit. Vendors or merchants participating within the context of the special event specifically on the permitted premises may be required to submit a copy of their current Wisconsin seller's permit. Applications shall include:
- (1)
- (a) Mapped routes (if any);
  - (b) Public rights-of-way and public premises proposed for usage during the event;
  - (c) Description of the event and proposed activities; and
  - (d) The sponsor or sponsors of the event, including coordinator or contact person responsible for the event.
- (2) Special events may also require a reservation or private use permit if the event proposes to utilize a portion of parks, grounds or facilities.
- C. **Issuance.** The permit for a special event is issued by the Town Board in consultation and coordination with all pertinent departments of the Town.
- D. **Deposits.** A deposit may be required to assure cleanup following the special event.
- E. **Fees.** Following acceptance of the application a fee may be determined relative to anticipated additional cost incurred by the Town.
- (1) All fees and deposits are due at the issuance of the special event permit.
  - (2) Exemptions. A permit fee is not required for:
    - (a) Special events sponsored by the Town or otherwise exempted by the Town Board;
    - (b) Special events sponsored by veterans' organizations; and
    - (c) School and civic-oriented events.
  - (3) Refunds. Refunds of permit fees and deposits will be made to the applicant should the event be cancelled 10 days prior to the event.
  - (4) Deposits or balance of the deposit shall be refunded within five days of the conclusion of the event. Should costs to the Town following the event exceed that of the deposit the applicant will pay the Town the additional costs within 30 days of receiving invoice.
- F. **Liability.** The liability related to the event and associated sponsored activities are the sole responsibility of the individual, group, organization or agency permitted for the event.
- G. **Efforts** shall be made by the permitted person or sponsor(s) of the event not to prohibit traffic from business in the area of the event. It is expected that the applicant will act in good faith with the business community and any residential areas possibly affected by the event.

(5) TB, TA, A, Clerk Public's

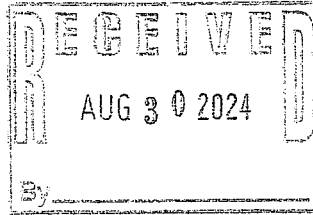
# Madeline Sanitary District

P.O. Box 267  
La Pointe, WI 54850

Phone 715 747-6923

**August 28, 2024**

Town Board/ Town of LaPointe  
PO Box 270  
LaPointe, WI 54850



Dave Lindsley/ Big Bay St. Park  
PO Box 143  
LaPointe, WI 54850

Dear Sirs / Madams,

As you are aware the Madeline Sanitary District has received an engineering proposal for designing a new RV dumping station for \$57,360.00 from SEH Inc. (copies of which have previously been mailed to you). The District is now questing 1) how to pay for this, 2) who will pay for this, and 3) whether we are able to even go forward with this project depending on the funding source. The majority of the District commissioners feel that the end users (RV owners) should pay for the design and construction of a new RV dump station instead of the District's rate payers and tax payers (who are also tax payers). The District Has worked hard to not raise rates since the last treatment plant upgrade was completed in 2010 and was able last year to lower our tax levy to \$0.00. We take pride in not assessing a tax levy; do you now want us to assess a tax levy on Island landowners for the benefit of RV owners, the vast majority of whom are only short-term visitors who don't pay property taxes?

The other concerns the District has regarding the proposed funding of the project is that if we apply for funding it may jeopardize future Clean Water funding for the District projects. Remember that the DNR (Wastewater division) is always coming up with ever-stringent wastewater effluent limits- some day the District will have to upgrade again. Before he left former Town Administrator Michael Kuchta did file an "intent to apply" notice with the Clean Water fund on behalf of the Town- is the Town still going to pursue this? The SEH proposal is ambitious (construction taking place next year) and we don't see how that can proceed unless the local taxpayers pay 100% up front. Additionally, the DNR (parks division) wants the ownership of the new RV site spelled out: it may be difficult for the DNR to secure funding if they don't have an interest in the site. This is also a concern for the District: since the District doesn't own the land between the fire hall and MRF site (the proposed location of the RV dump site) do you expect the District to pay for the \$57,360.00 with no hope of it being paid back? The District would need to receive a cut of the revenue- be it from higher RV camping fees, higher ferry fees for RV's with holding tank, or a dumping fee (via a credit card?) from those who use the new site to pay back these funds.

The District needs your response- are we going to proceed, when are we going to proceed, which entity is in charge of the project, and where is the funding going to come from?

Please let us know your answers to these four questions so we can tell SEH if we are even going forward with their proposal.

Yours very truly  
Madeline Sanitary District  
Board of Commissioners  
PO Box 267  
Lapointe, WI 54850

RECEIVED  
SEP 13 2024

Initial: dg G.C.

(5) TB, TA, A Clerk, Public



**ATTACHMENT 1**

**RESOLUTION AND CONSENT AFFIDAVIT**

**Instructions for completing the Resolution and Consent Affidavit**

**\*IMPORTANT INFORMATION BELOW\***

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

RECEIVED  
SEP 18 2024

*Handwritten signature*

**RESOLUTION OF THE TOWN OF LA POINTE**, a Wisconsin municipal corporation

**WHEREAS**, the **TOWN OF LA POINTE**, a Wisconsin municipal corporation ("**LANDLORD**"), is the fee owner of real property with an address of 412 Big Bay Road, La Pointe, Wisconsin;

**WHEREAS**, LANDLORD, discussed, ratified, and approved the Option and Land Lease Agreement dated November 19, 2018 (the "**Initial Lease**"), initially entered into by and between Landlord and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("**Cingular**"), as such Initial Lease was:

- i. memorialized by that certain Memorandum of Lease (the "**MOL**") dated as of November 19, 2018, and recorded on April 4, 2019 as Document No. 347464 in the Register of Deeds for Ashland County, Wisconsin (hereinafter, the "**Recorder's Office**");
- ii. amended by that certain unrecorded Amendment to Option and Lease Agreement dated October 20, 2020 (the Initial Lease, as so amended, is the "**Base Lease**");
- iii. assigned by that certain Assignment and Assumption Agreement (the "**Cingular Assignment**") dated September 22, 2020 between Cingular (as assignor) and UNITI TOWERS LLC, a Delaware limited liability company ("**Uniti**") (as assignee), as such Cingular Assignment was itself evidenced by that certain Memorandum of Assignment dated September 22, 2020 and recorded on October 6, 2020 as Document No. 352713 of the Recorder's Office (the "**Cingular MOA**"); and
- iv. further assigned by HARMONI TOWERS LLC (successor-by-name-change to Uniti) to HARMONI TOWERS ASSETCO, LLC, a Delaware limited liability company ("**Tenant**") pursuant to that certain Assignment and Assumption Agreement executed as of August 18, 2023, by and between Harmoni, as assignor, and Tenant, as assignee (the "**Harmoni Assignment**"), which such Harmoni Assignment was itself evidenced by that certain Memorandum of Assignment executed as of August 24, 2023, and recorded on December 12, 2023 as Instrument No. 363732 of the Recorder's Office (the "**Harmoni MOA**"); and together with the MOL and the Cingular MOA, collectively, the "**Memoranda**"), such that as of the Effective Date, the Base Lease is in full force and effect by and between Landlord and Tenant;

**WHEREAS**, LANDLORD, discussed, ratified and approved (i) that certain Agreement to Purchase Telecommunications Easement (the "**PSA**") to be executed by Landlord, as Seller, in favor of Tenant's Affiliate, HARMONI TOWERS ASSETCO II, LLC, a Delaware limited liability company ("**HTA2**"), as Buyer; (ii) that certain Telecommunications Easement Agreement (the "**TEA**") to be executed by Landlord, as Grantor, in favor of HTA2, as Grantee; (iii) that certain Second Amendment

to Option and Land Lease Agreement (the "**Second Am.**"), which such Second Am. will modify the Base Lease (the Base Lease, as so amended, is the "**Lease**"); and (iv) that certain Second Amendment to Option and Land Lease Agreement and Memoranda of Lease (the "**AMOL**"; and together with the PSA, the TEA, and the Second Am., collectively, the "**Transaction Documents**") to be executed by Landlord and Tenant and recorded in the Recorder's Office to evidence the terms of the Lease, as amended by the Second Am.; and

**WHEREAS**, LANDLORD discussed and authorized Glenn Carlson, as Town Board Chair of LANDLORD, to sign and execute any all documents as may be required by LANDLORD, as (i) Seller under the PSA; (ii) Grantor under the TEA; and/or (iii) Landlord under the Second Am. and/or AMOL.

NOW THEREFORE, be it resolved by LANDLORD, the following:

1. LANDLORD's entrance into the PSA, the TEA, the Second Am., and the AMOL is hereby ratified and approved.
2. Glenn Carlson, as Town Board Chair of LANDLORD, is hereby duly authorized and empowered to sign, execute, and endorse any and all documents as may be necessary or required by LANDLORD in connection with the above, including the Transaction Documents.
3. The signature of JAMES M. PATTERSON, as Town Board Chair, on behalf of LANDLORD, on the Initial Lease and AMOL is hereby ratified and approved.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, pursuant to a roll call vote as follows:

_____	_____	_____	_____
Signature	Printed Name	Title	Date
_____	_____	_____	_____
Signature	Printed Name	Title	Date
_____	_____	_____	_____
Signature	Printed Name	Title	Date
_____	_____	_____	_____
Signature	Printed Name	Title	Date

APPROVED BY:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

**ATTACHMENT 2: Landlord/Site Owner/Seller PAYMENT DIRECTION FORM**

HARMONI SITE ID: WIMKG2007	HARMONI SITE NAME: WI, La Pointe
SITE ADDRESS: 412 Big Bay Road, La Pointe, Wisconsin	

**\*\*ALL INFORMATION REQUIRED, PLEASE PRINT\*\***

**SITE OWNER(S)'[S] NAME:** *(List all parties that are shown as Landlord/ Site Owner/Seller/Grantor on the Agreements, who will be thereafter identified as the "Site Owner(s)" on this Form*

<b>PAYEE(S) NAME:</b> <i>(List all parties who will receive payment.)</i>	<b>PAYMENT SHARE BY PERCENTAGE:</b> <i>(Show the percentage each payee should receive)</i>
	<b>% (Total must equal 100%)</b>

*Each Payee must also complete and sign a Vendor Setup/Change Form if not currently receiving rent payments or if changing existing rent payment method.*  
**Alternate Contact:** *If you would like to give us authority to speak to a person other than who is listed on the Agreement, please add their information below. Example: Relative or financial advisor.*

<b>CONTACT NAME:</b>	
<b>RELATIONSHIP:</b>	
<b>PHONE NUMBER:</b>	<b>EMAIL:</b>

I/we, the undersigned Site Owner[s], [collectively] hereby authorize HARMONI TOWERS LLC and/or its subsidiaries to make all payments relating to the Agreement to the Payee(s) listed above subject to the Payment Share listed above. I further acknowledge and agree that the Payment Share listed above is correct. **ALL PARTIES listed as Site Owner(s) above must sign the payment direction form in order for it to be valid, if signed in counterpart, all information must be exactly the same. Please use an additional form if more Site Owner signatory blocks are needed.**

<b>Site Owner Authorized Signature</b>	<b>Title</b>	<b>Date</b>
Sworn to and subscribed before me, a Notary Public in and for the state of _____, this ___ day of _____, 20__.		
[seal]	_____	Notary Public

<b>Site Owner Authorized Signature</b>	<b>Title</b>	<b>Date</b>
Sworn to and subscribed before me, a Notary Public in and for the state of _____, this ___ day of _____, 20__.		
[seal]	_____	Notary Public



**ATTACHMENT 3**

**REALTY TRANSFER CERTIFICATE**

*[begins on next page; only if applicable]*

(5) TB, TA, A, Clerk, Public

WIMKG2007  
LA POINTE



**OLD REPUBLIC SPECIALIZED COMMERCIAL SERVICES**

530 SOUTH MAIN STREET SUITE 1061, AKRON, OH 44311

**OWNER'S AFFIDAVIT**

State of \_\_\_\_\_ } File No. 01-24046291-01T  
                                  } ss.  
County of \_\_\_\_\_ }

The Affiant whose address 412 Big Bay Road La Pointe, WI 54850, being first duly sworn, deposes and says that:

1. The **Town of LaPointe**, Wisconsin is the Owner of the premises located at PO Box 270, La Pointe, WI, 54850 (the "**Property**"), and further described in the **EXHIBIT "A"** attached hereto.
2. Affiant is the \_\_\_\_\_ of Owner and is knowledgeable about the Property and the averments made herein. (Use for business entity only)
3. No person other than the Owner is in possession or has a right to possession of the Property. If otherwise list said person: \_\_\_\_\_
4. Affiant has no knowledge of any unrecorded easement, or claim of easement, affecting the Property. If otherwise list said easement: \_\_\_\_\_  
\_\_\_\_\_
5. Affiant is not aware of any boundary line disputes or discrepancies affecting the Property, or any material encroachments of improvements located on the Property onto any adjacent land or any material encroachments or improvements located on adjacent land onto the Property.
6. Any repair or improvements of the Property were completed prior to 180 days of this date. If otherwise, list said repairs or improvements: \_\_\_\_\_  
\_\_\_\_\_
7. There are no unpaid real estate taxes or assessments affecting the Property (except as shown on the current tax duplicate), and no notice has been received regarding future or pending assessments. If otherwise, list said taxes, assessments or notices: \_\_\_\_\_  
\_\_\_\_\_
8. There are no outstanding mortgages or other liens affecting the Property. If

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SEP 16 2024

Initial: \_\_\_\_\_



otherwise, list said lien holder, amount and date: \_\_\_\_\_.

9. There are no other contracts, options or rights to purchase the Property except \_\_\_\_\_.
10. Owner, recognizing that funding may occur prior to the Deed, Deed of Trust and/or Mortgage being filed for record in the appropriate Clerk's Office; agrees that in consideration of Underwriter issuing said policy or policies of title insurance, without exception to any matters which may arise between the effective date of the commitment for title insurance and the date the documents creating the interest being insured are filed for record, (which matters may constitute an encumbrance on or affect the title), to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter to title which may arise or be filed, as the case may be, against said Property during the period of time between the effective date of the commitment and the date the documents are recorded.

THIS AFFIDAVIT is made for the purpose of inducing the Old Republic National Title Insurance Company, to issue a title insurance policy or other title evidence, then to disburse any funds held as escrow or loan consummation agent.

Owner hereby indemnifies and agrees to hold harmless Old Republic National Title Insurance Company against any damages or expense, including attorney fees, sustained as a result of any of the foregoing matters not being true and accurate.

("Affiant" is used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders as the context shall require.)

**Town of LaPointe, Wisconsin**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Sworn to and subscribed before me, a Notary Public in and for said State, this day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

[seal]

## Exhibit A

### The Site:

A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 1 OF SECTION 30, THE NW 1/4 OF THE NW 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 29, T. 50 N., R. 3 W., IN THE TOWN OF LA POINTE, ASHLAND COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

TO LOCATE THE POINT OF BEGINNING, COMMENCE AT A 3" CAPPED IRON PIPE AT THE WEST 1/4 CORNER OF SAID SECTION 29 AND RUN N 00°34'50" E, 1731.25 FEET ON THE WEST LINE OF SAID SECTION 29, TO THE SOUTH LINE OF CSM NO. 346, WHICH IS THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING BY METES AND BOUNDS;

LEAVING SAID WEST LINE, S 89°23'52" E, 21.27 FEET ON SAID SOUTH LINE, TO A 3/4" CAPPED REBAR. THENCE N 01°04'23" E, 55.46 FEET TO A 3/4" CAPPED REBAR. THENCE S 89°23'10" E, 149.98 FEET TO A 3/4" CAPPED REBAR. THENCE S 60°03'55" E, 205.09 FEET TO A 3/4" CAPPED REBAR. THENCE S 00°41'42" W, 326.46 FEET, PASSING THROUGH A 3/4" CAPPED REBAR AT 290.56 FEET, TO THE CENTERLINE OF COUNTY HIGHWAY H. THENCE LEAVING SAID SOUTH LINE AND ON SAID CENTERLINE, S 63°27'50" W, 393.04 FEET TO THE WEST LINE OF SAID SECTION 29. THENCE LEAVING SAID CENTERLINE AND ON SAID WEST LINE, N 00°34'50" E, 121.98 FEET TO A 4" CAPPED IRON PIPE AT THE NORTH 1/16 CORNER ON SAID WEST LINE. THENCE LEAVING SAID WEST LINE AND ON THE SOUTH LINE OF GOVERNMENT LOT 1 OF SAID SECTION 30, N 89°31'58" W, 134.66 FEET. THENCE LEAVING SAID SOUTH LINE, N 01°22'01" E, 429.16 FEET TO A 3/4" CAPPED REBAR AT THE SOUTHWEST CORNER OF LOT 1 OF CSM NO. 346. THENCE ON SAID SOUTH LINE, S 89°23'52" E, 128.77 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 227,220 SQUARE FEET WHICH IS 5.22 ACRES.

### Exclusive Easement Area:

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 29, T. 50 N., R. 3 W., IN THE TOWN OF LA POINTE, ASHLAND COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

TO LOCATE THE POINT OF BEGINNING, COMMENCE AT A 3" CAPPED IRON PIPE AT THE WEST 1/4 CORNER OF SAID SECTION 29 AND RUN N 00°34'50" E, 1645.81 FEET ON THE WEST LINE OF SAID SECTION 29. THENCE LEAVING SAID WEST LINE, S 89°16'09" E, 62.67 FEET TO A 1" IRON PIPE WHICH IS THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING BY METES AND BOUNDS;

CONTINUE S 89°16'09" E, 30.00 FEET TO A 1" IRON PIPE. THENCE S 00°43'51" W, 49.50 FEET TO A 1" IRON PIPE. THENCE N 89°16'09" W, 30.00 FEET TO A 1" IRON PIPE. THENCE N 00°43'51" E, 49.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,485 SQUARE FEET WHICH IS 0.034 ACRE.

5) TB, TA, A, Clerk Public

**AGREEMENT TO PURCHASE TELECOMMUNICATIONS EASEMENT**

THIS AGREEMENT TO PURCHASE TELECOMMUNICATIONS EASEMENT (this "**Agreement**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between (I) **HARMONI TOWERS ASSETCO II, LLC**, a Delaware limited liability company, whose address is 6210 Ardrey Kell Road, Suite 450, Charlotte, NC 28277 ("**Buyer**"); and (II) the **TOWN OF LA POINTE**, a Wisconsin municipal corporation, whose address is PO Box 270, La Pointe, WI 54850 ("**Seller**") (Buyer and Seller being collectively referred to herein as the "**Parties**").

In consideration of the foregoing recitals and the mutual covenants set forth herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Easements.** Seller hereby agrees to grant and sell to Buyer, and Buyer agrees to purchase from Seller, (i) an approximately 0.034-acre perpetual exclusive telecommunications easement; and (ii) a variable width, approximately 0.145-acre perpetual non-exclusive access and utility easement; (collectively, the "**Easements**"), which such Easements shall be memorialized in an easement agreement attached hereto as **EXHIBIT "A"** and incorporated herein by reference (the "**Easement Agreement**"), which such Easement Agreement will be recorded in the office of the Register of Deeds for Ashland County, Wisconsin (the "**Recorder's Office**"). The Easement Agreement shall grant, convey, sell, and transfer to Buyer certain rights as described in the Easement Agreement over, across, above, in, and under that certain parcel of real property owned by Seller in and situated in Ashland County, Wisconsin (such parcel of real property, the "**Site**"), and on a portion of which Buyer's affiliate, HARMONI TOWERS ASSETCO, LLC, a Delaware limited liability company, ("**Tenant**"), currently leases land from Seller along with easement rights pursuant to the terms of that certain Option and Land Lease Agreement dated November 29, 2018 (the "**Option Agreement**"), initially executed by and between Seller, as landlord, and Tenant's predecessor-in-interest, NEW CINGULAR WIRELESS PCS, LLC ("**Cingular**"), as tenant, which such Option Agreement granted Cingular (or its successors-in-interest, as tenant thereunder) an option (the "**Option**") to enter into a lease agreement (as described below, and as may be assigned, assumed, and amended from time to time, the "**Lease**"), and as such Option Agreement was:

- (i) memorialized by that certain Memorandum of Lease dated November 19, 2018 and recorded on April 4, 2019 as Document No. 347464 in the Recorder's Office;
- (ii) assigned by that certain Assignment and Assumption Agreement (the "**Cingular Assignment**") dated September 22, 2020 between Cingular (as assignor) and UNITI TOWERS LLC, a Delaware limited liability company ("**Uniti**") (as assignee), as such Cingular Assignment was itself evidenced by that certain Memorandum of Assignment executed as of even date therewith and recorded on October 6, 2020 as Document No. 352713 of the Recorder's Office; and
- (iii) amended by that certain unrecorded Amendment to Option and Lease Agreement dated October 20, 2020.

Uniti, as tenant, exercised the Option such that the Term Commencement Date of the Lease occurred on June 28, 2022; and thereafter changed its name to HARMONI TOWERS LLC ("**Harmoni**") on March 29, 2021.

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Pursuant to that certain Assignment and Assumption Agreement executed as of August 18, 2023, by and between Harmoni, as assignor, and Tenant, as assignee (the "**Harmoni Assignment**"), Harmoni assigned its interest as tenant under the Lease to Tenant, which such Harmoni Assignment was evidenced by that certain Memorandum of Assignment executed as of August 24, 2023, and recorded on December 12, 2023 as Document No. 363732 of the Recorder's Office, such that as of the Effective Date, the Lease is in full force and effect by and between Seller, as landlord, and Tenant, as tenant.

Upon the date of the Closing (as such term is defined below), (i) Seller and Tenant shall amend the Lease by extending its term pursuant to that certain Amendment to Option and Land Lease Agreement attached hereto as **EXHIBIT "B-1"** (hereinafter, the "**Amendment**"); and (ii) Seller and Tenant shall evidence the Amendment (inclusive of its extended term) pursuant to their execution of the Amendment to Lease Agreement and Memoranda of Lease attached hereto as **EXHIBIT "B-2"** (the "**AMOL**"), which will be recorded in the Recorder's Office along with the Easement Agreement and NDAs (as such term is defined below). Seller hereby represents and warrants that it has the full power and authority to enter into this Agreement and the person(s) executing this Agreement on behalf of Seller, as the case may be, have the authority to enter into and deliver this Agreement on behalf of Seller. If applicable, Seller shall execute the resolution and consent affidavit prepared by Buyer evidencing proper signing authority (attached to this Agreement as "**ATTACHMENT 1**"), or Seller must otherwise demonstrate, in Buyer's sole and absolute discretion, the person(s) executing this Agreement on behalf of Seller, have the authority to enter into and deliver this Agreement on behalf of Seller. Seller shall also execute the Payment Direction Form attached hereto as "**ATTACHMENT 2**" (the "**Payment Direction Form**") and the Real Estate Excise Tax Affidavit attached hereto as "**ATTACHMENT 3**" (the "**Transfer Tax Form**") if applicable.

2. **Purchase Price.** In consideration of Seller granting Buyer the Easements pursuant to the terms and conditions provided for in the Easement Agreement, Buyer agrees to pay Seller the sum of ONE HUNDRED EIGHTY THOUSAND AND NO/100 Dollars (\$180,000.00) (such sum, the "**Purchase Price**") within thirty (30) business days after the Closing (as such term is defined below) by check or wire transfer of funds to the Payee(s) listed on the Payment Direction Form.

Seller hereby:

(A) represents and warrants that: (i) it has the proper authority to direct the payment of the Purchase Price to the Payee(s) listed on the Payment Direction Form (and in the Shares listed therein, if applicable); and (ii) that the Payee(s) and their information specified in the Payment Direction Form is accurate; and

(B) hereby agrees to indemnify, hold harmless, and defend Buyer from and against any and all claims arising out of Buyer's payment to the Payees as specified on the Payment Direction Form, including without limitation any claims brought by any other persons or parties claiming to hold an interest in the Site or claiming to be a proper party to this Agreement.

Upon Buyer's receipt of Seller's properly executed (and witnessed and notarized, if applicable) original counterparts of the Easement Agreement, the NDAs (as such term is defined below) (if applicable), the AMOL, and any other documents to be recorded with the Recorder's Office in

connection with the transaction contemplated by this Agreement (such fully-executed original counterpart, collectively, the "**Recordable Instruments**"), Buyer shall use commercially reasonable efforts to promptly review the same for suitability and thereafter countersign the Recordable Instruments, and will submit electronic copies of the fully-executed Recordable Instruments to Seller via electronic mail, if so requested by Seller. The date on which Buyer countersigns the Recordable Instruments is the "**Closing**." Buyer shall have the right to deduct from the Purchase Price, on a prorated basis:

(A) any prepaid monthly and/or annual rental payments made by Tenant to Seller pursuant to the Lease, which are attributable to (i) the month in which the Closing occurs; and, if applicable, (ii) the calendar month subsequent to that in which the Closing occurs, all prorated from the date of the Closing; and

(B) any taxes paid by Tenant on Seller's behalf prior to, or in connection with, the Closing or the recordation of the Recordable Instruments, including without limitation any transfer or excise taxes imposed by the Recorder's Office in connection with the recordation of the Recordable Instruments, in such amounts as may be specified on the Transfer Tax Form, or as may be imposed by the Recorder's Office, if applicable.

Seller agrees to accept the Purchase Price as full and final compensation for conveying the Easements to Buyer. The Purchase Price shall be paid to, and all taxable income shall be reported by Seller. From and after the Effective Date, Seller shall not (and hereby agrees not to) solicit or accept any offers to purchase, lease, license, or otherwise transfer, convey, and/or assign any easement or other interests, rights, and/or title in and/or to all or any portion of the Site or the Lease, or continue negotiations with other potential purchasers or other third parties with respect to the same, until the Termination Date (as defined below)

3. Tax Credentials. In no event, however, shall (i) the Purchase Price; or (ii) any other payment due to Seller from Buyer under this Agreement or the Easement Agreement (all such payments are together, collectively, the "**Payments**") be due and payable to Seller until such time as Seller has provided Buyer a completed Payment Direction Form and Internal Revenue Service W-9 Form setting forth the federal tax identification number of Seller or the person or entity to whom the Payments are to be made payable as directed in writing by Seller (the "**Tax Credentials**"). From time to time during the Term of the Easement Agreement (as defined therein) and within thirty (30) days of a written request from Buyer, Seller agrees to provide updated Tax Credentials in a form reasonably acceptable to Buyer.
4. Encumbrances. If all or any portion of the Site is encumbered by a mortgage or other security instrument other than the Existing Encumbrances (as such term is defined below), Seller agrees to obtain a Non-Disturbance Agreement ("**NDA**") from the applicable lender(s) on a form to be provided by Buyer. If, despite Seller's best efforts, Seller is unable to obtain the NDA, Seller may request a risk assessment to determine whether Buyer will proceed to Closing without an NDA, in which case Seller shall provide Buyer with authorization to verify Seller's credit worthiness and any additional documentation and/or information requested by Buyer in connection with such risk assessment. Seller covenants not to grant any mortgage, deed of trust, or other security interest, or any interest whatsoever affecting the Site or the Easement Areas (i) at any time between the Effective Date and the Closing without first providing Buyer with written notice of the same; and

(ii) in no event whatsoever, at any time between the Closing and the Recordation Date (as such term is defined below).

5. Deliverables. Seller shall execute and deliver to Buyer the Easement Agreement, the AMOL, and the NDA(s) (if applicable), together with any other documents reasonably necessary for Buyer to record the Easement Agreement, the AMOL, the Affidavits (as such term is defined below), and the NDAs with the Recorder's Office (the date on which such documents are so recorded is the "**Recordation Date**") and to procure or maintain either or both of (X) Tenant's coverage under its pending or finalized leasehold owner's policy of title insurance insuring Tenant's interest pursuant to the Lease; or (Y) Buyer's coverage under its pending easement owner's policy of title insurance, including without limitation (i) any memoranda thereof; (ii) any forms of amendment thereto; or (iii) any affidavits relating to Seller's ownership of the Site (collectively, the "**Affidavits**"), which Buyer may request from time to time at any time after the Effective Date, and Seller shall take all reasonable efforts to deliver back to Buyer the executed documentation within ten (10) business days of Seller's receipt of any such request. If Buyer has not received Seller's executed counterpart originals of the Recordable Instruments on or before the ninetieth (90<sup>th</sup>) day after the Effective Date, it shall have the option of terminating this Agreement by written notice to Seller at any time thereafter (the date that any such notice is received by Seller is the "**Termination Date**"). By its execution of this Agreement, Seller agrees and consents to Buyer's recordation or filing of the Recordable Instruments at any time after the Closing.
6. Disclaimer. Seller hereby acknowledges and agrees that Buyer has not made any representations or warranties to Seller, including, without limitation, the tax implications of the contemplated transaction, and the Parties further agree that all terms and conditions of this Agreement are expressly stated herein.
7. Confidentiality. The Parties agree and intend for this Agreement to be a legally binding contract and for the terms of this Agreement (as well as any information furnished to Seller by Buyer in connection herewith) to remain confidential. Except for Seller's attorney, financial consultant or broker, if any, or if required pursuant to a court action or applicable law, including the Wisconsin Open Records law, Wis. Stats. §19.31, et seq, Seller shall not disclose the terms of this Agreement without the prior written consent of Buyer, which may be withheld or conditioned in Buyer's sole and absolute discretion. This provision shall survive Closing and/or the termination of this Agreement.
8. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Agreement (but not the Recordable Instruments) by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of this Agreement by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of this Agreement by all Parties to the same extent as an original signature. Notwithstanding the foregoing, the Parties acknowledge that the Recordable Instruments will require original signatures, rather than electronically formatted signatures. This Agreement shall be governed and construed by the laws of the State or Commonwealth in which the Site is located without regard to the conflicts of laws provisions of such State or Commonwealth.

Buyer may assign its rights, title, and interest in and to this Agreement to an affiliate or subsidiary of Buyer without the consent or approval of (or notice to) Seller.

9. Notices. All notices must be in writing and shall be valid upon receipt when delivered by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Seller at: PO Box 270, La Pointe, WI 54850; Buyer at: 6210 Ardrey Kell Road, Suite 450, Charlotte, NC 28277, Attn: Contracts Administration with copy to: Attn.: General Counsel. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
10. Joint and Several Liability. If more than one person or entity has executed this Agreement as Seller, then each such person or entity will be jointly and severally liable, along with each other person or entity that has executed this Agreement as Seller, for the full performance and payment of all obligations and liabilities hereunder.

[SIGNATURES FOLLOW ON FOLLOWING PAGES]



**BUYER:**

**HARMONI TOWERS ASSETCO, LLC,**  
a Delaware limited liability company

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**SELLER:**

The **TOWN OF LAPOINTE**,  
a Wisconsin municipal corporation

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# **EXHIBIT “A”**

to

## **Agreement to Purchase Telecommunications Easement**

*[Form of Telecommunications Easement Agreement follows]*

(Space above line for Recorder's Use)

**Prepared by and Return to:**

HARMONI TOWERS ASSETCO II, LLC  
6210 Ardrey Kell Road, Suite 450,  
Charlotte, NC 28277  
Attn: Contracts Administration  
Site ID: WIMKG2007  
Site Name: LA POINTE

**Indexing Instructions:**

NW ¼ of the NW ¼ of Section 29, T. 50 N.,  
R. 3 W., in the town of La Pointe,  
Ashland County, WI

**Affiliate's Prior Recorded Lease Reference:**

Document No. 347464;  
Document No. 352713; and  
Document No. 363732;  
Register of Deeds, Ashland County, WI

**STATE OF WISCONSIN  
COUNTY OF ASHLAND**

Parcel ID No.: 014-00187-0701

**TELECOMMUNICATIONS EASEMENT AGREEMENT**

This TELECOMMUNICATIONS EASEMENT AGREEMENT (this "**Agreement**") dated as of \_\_\_\_\_, 202\_\_ (the "**Effective Date**"), by and between (I) the **TOWN OF LA POINTE**, a Wisconsin municipal corporation, whose address is PO Box 270, La Pointe, WI 54850 ("**Grantor**"); and (II) **HARMONI TOWERS ASSETCO II, LLC**, a Delaware limited liability company, whose address is 6210 Ardrey Kell Road, Suite 450, Charlotte, NC 28277 ("**Grantee**"). Grantor and Grantee are sometimes referred to herein collectively as the "**Parties**," and each individually, as a "**Party**."

**BACKGROUND:**

Grantor is the owner of that certain parcel of real property, situated in Ashland County, Wisconsin, and more particularly described in **EXHIBIT "A"** attached hereto and by this reference made a part hereof (such parcel of real property, the "**Site**"), and on a portion of which Grantee's affiliate, HARMONI TOWERS ASSETCO, LLC, a Delaware limited liability company ("**Tenant**"), currently leases land from Grantor along with easement rights pursuant to the terms of that certain Option and Land Lease Agreement dated November 19, 2018 (as assigned, assumed, and amended from time to time, the "**Lease**"), originally executed by and between Grantor, as landlord, and Tenant's predecessor-in-interest NEW CINGULAR WIRELESS PCS, LLC ("**Cingular**"), as tenant, as such Lease was:

- i. memorialized by that certain Memorandum of Lease dated November 19, 2018, and recorded on April 4, 2019, as Document No. 347464 in the office of the Register of Deeds for Ashland County, Wisconsin (the "**Recorder's Office**");

- ii. assigned (as to the tenant's interest thereunder) pursuant to that certain Assignment and Assumption Agreement (the "**Cingular Assignment**") executed on September 22, 2020 by and between Cingular (as assignor) and UNITI TOWERS LLC, a Delaware limited liability company ("**Uniti**") (as assignee), which such Cingular Assignment was itself evidenced by that certain Memorandum of Assignment executed as of even date therewith and recorded on October 6, 2020 as Document No. 352713 of the Recorder's Office; and
- iii. amended by that certain unrecorded Amendment to Option and Lease Agreement dated October 20, 2020.

Uniti as tenant, exercised the Option such that the Term Commencement Date of the Lease occurred on June 28, 2022; and thereafter changed its name to HARMONI TOWERS LLC ("**Harmoni**") on March 29, 2021.

Pursuant to that certain Assignment and Assumption Agreement executed as of August 18, 2023, by and between Harmoni, as assignor, and Tenant, as assignee (the "**Harmoni Assignment**"), Harmoni assigned its interest as tenant under the Lease to Tenant, which such Harmoni Assignment was evidenced by that certain Memorandum of Assignment executed as of August 24, 2023, and recorded on December 12, 2023 as Document No. 363732 of the Recorder's Office, such that as of the Effective Date, the Lease is in full force and effect by and between Grantor, as landlord, and Tenant, as tenant.

Grantor desires to grant to Grantee certain easement rights with respect to the Site, as more particularly described below, and subject to the terms and conditions of this Agreement.

### AGREEMENTS:

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easements. Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants, bargains, sells, transfers and conveys to Grantee, its successors and/or assigns:
  - a. an approximately 0.034-acre perpetual, exclusive easement for communications purposes (the "**Exclusive Easement**") in and to that portion of the Site more particularly described on **EXHIBIT "B"** attached hereto and by this reference made a part hereof (such portion, the "**Exclusive Easement Area**");
  - b. a variable width, approximately 0.145-acre perpetual non-exclusive access and utility easement (the "**A/U Easement**"; and together with the Exclusive Easement and the A/U Easement, collectively, the "**Easements**") in and to that portion of the Site more particularly described on **EXHIBIT "C"** attached hereto and by this reference made a part hereof (such portion, the "**A/UE Area**"; and together with the Exclusive Easement Area, collectively, the "**Easement Areas**").

The Easement Areas shall be used for the purposes set forth herein and shall expressly include that portion of the Site upon which any of Grantee's or Tenant's fixtures, structures, equipment or other personal property are located as of the date of this Agreement.

2. Private Easement. Nothing in this Agreement shall be deemed to be a dedication of any portion of the Easement Areas for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use or benefit.

3. Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the affected lands, including without limitation (i) Grantor's Adjacent Property; and (ii) Grantor's Additional Property (as both such terms are defined below), and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming any interest under them.

4. Duration. The duration of this Agreement and the Easements granted herein (the "**Term**") shall be perpetual, unless Grantee provides written, recordable notice of Grantee's intent to terminate this Agreement and the Easements described herein, in which event this Agreement, the Easements, and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. For the avoidance of doubt, Grantee may, in its sole and absolute discretion, unilaterally terminate this Agreement, the Easements, and all of Grantee's obligations hereunder without the approval of or consent of Grantor as provided in the immediately preceding sentence. Notwithstanding anything to the contrary contained herein, within 180 days of the termination of the Agreement as provided in this section, Grantee shall remove all of its communications equipment and other personal property from the Exclusive Easement Area, including the removal of any foundation to six (6) inches below grade, but not including underground utilities, if any, and shall restore, subject to the condemnation provisions set forth herein, the Exclusive Easement Area to its original condition, except to the extent that the condition of the Exclusive Easement Area differs from its original condition owing to reasonable wear and tear, casualty, and any reason not directly attributable to Grantee's or Permitted Parties' (as defined herein) usage thereof.

5. Easement Consideration. Grantor hereby agrees and acknowledges that the consideration for this Easement has been agreed upon pursuant to the terms and provisions of that certain Agreement to Purchase Telecommunications Easement, executed by and between Grantor and Grantee on \_\_\_\_\_ 202\_\_, (hereinafter, the "**Purchase Agreement**"). Aside from the payment of the Purchase Price in accordance with Section 2 of the Purchase Agreement, Grantor acknowledges that no additional consideration shall be due during the Term from Grantee or Tenant to Grantor or to any of Grantor's heirs, successors, or assigns, under any circumstances whatsoever, except as otherwise provided for in this Agreement.

6. Use of Easement Areas. The following uses of the Easement Areas stated in this section, collectively referred to herein as "**Permitted Use**."

a. Exclusive Easement Area. The Exclusive Easement Area may be used by Grantee and any of its affiliates, customers, tenants, subtenants, lessees, sublessees, licensees, successors, and/or assigns together with any of the employees, contractors, consultants, and/or agents of the foregoing (collectively, the "**Permitted Parties**") for the purposes of installing, constructing, maintaining, operating, modifying, repairing and/or replacing new or existing improvements, equipment, structures, fixtures, a communications tower, antennae and other personal property as Grantee may reasonably deem necessary or appropriate, which may be located on or in the Exclusive Easement Area from time to time, for the facilitation of communications and other related uses (collectively, the "**Telecommunications Facility**"). Any such property comprising the

Telecommunications Facility, including any equipment, structures, fixtures and other personal property currently on or in the Exclusive Easement Area, shall not be deemed to be part of the Site, but instead shall remain the property of Grantee or the applicable Permitted Parties. At any time during the Term and at any time within 180 days after the termination of this Agreement, Grantee and/or any applicable Permitted Parties may remove their equipment, structures, fixtures and other personal property from the Easement Areas. Grantee may make, without the consent or approval of Grantor, any improvements, alterations or modifications to the Telecommunications Facility and Exclusive Easement Area as are deemed appropriate by Grantee, in its sole and absolute discretion. Grantee shall have the unrestricted and exclusive right, exercisable without the consent or approval of Grantor, to lease, sublease, license, or sublicense any portion of the Exclusive Easement Area, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Notwithstanding anything to the contrary in the Lease or this Agreement, any tenant, lessee, sublease, licensee, or sublicensee of Grantee shall have the right to install, construct, maintain, operate, modify, repair and/or replace new or existing equipment, structures, fixtures, antennae or other personal property in the Exclusive Easement Area without Grantor's consent. Grantor shall not have the right to use the Exclusive Easement Area for any reason and shall not disturb Grantee's nor any Permitted Parties' right to use the Exclusive Easement Area in any manner. Grantee may, at Grantee's sole and exclusive option, construct a fence around all or any part of the Exclusive Easement Area and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement Area.

b. A/UE Area. The A/UE Area shall be used by Grantee and the Permitted Parties, as applicable, for pedestrian and vehicular (including trucks) ingress and egress to and from the Exclusive Easement Area at all times during the Term on a seven (7) days per week, twenty-four (24) hours per day basis. Grantee shall have the non-exclusive right to construct, reconstruct, add, install, improve, enlarge, operate, maintain and remove overhead and underground utilities, including, without limitation, electric, fiber, water, gas, sewer, telephone, and data transmission lines (including wires, poles, guys, cables, conduits and appurtenant equipment) in, on, or under the A/UE Area in order to connect the same to utility lines located in a publicly dedicated right of way. Notwithstanding the foregoing, Grantor shall not in any manner prevent, disturb, and/or limit access to the A/UE Area or use of the A/U Easement by Grantee or any of the Permitted Parties, and Grantor shall not utilize the Non-Exclusive Easement Areas in any manner that interferes with Grantee's or any of the Permitted Parties' use of such A/UE Area as expressly provided herein. In the event the Non-Exclusive Easement Areas cannot, does not, or will not fully accommodate the access and utility needs of the Grantee during the Term, or if it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement Area are not encompassed within the description of the A/UE Area as set forth herein, Grantor and Grantee agree to amend the description of the A/UE Area provided herein to include the description of such area and/or to relocate the A/UE Area, for no additional consideration, and to create a revised legal description for the A/UE Area that will reflect such agreed-upon relocation. The A/UE Area and the rights granted herein with respect to the same shall be assignable by Grantee to any public or private utility company to further effect this provision without the consent or approval of Grantor.

7. Non-Compete; Restrictive Covenants; Right of First Refusal.

a. Grantor acknowledges and agrees that this Agreement and the rights granted herein to Grantee are integral to the Purchase Price paid by Grantee to Grantor, and that Grantee would not have agreed to pay such monetary consideration to Grantor if Grantor were to create

circumstances that would compete with the rights of Grantee and its intended business operations. Accordingly, Grantor agrees that, for so long as this Agreement is in effect, Grantor shall not, without receiving the prior written consent of Grantee, which may be withheld in Grantee's sole and absolute discretion, enter into a lease, license, or any other agreement whereby Grantor:

- (i) grants any interest whatsoever in any portion of the Site (other than the conveyance of fee simple title to the entirety of the Site, including the Easement Areas, in which case the provisions of Section [7b] below would apply);
- (ii) grants any interest in, or transfers the rights to use or operate any portion of, either (x) the Site; or (y) any of Grantor's contiguous, adjacent, adjoining, or surrounding property including without limitation that certain property described on EXHIBIT "D" attached hereto and made a part hereof (collectively, "**Grantor's Adjacent Property**"), to a third party for the operation of wireless telecommunications equipment, except, Grantor may grant the Easements contemplated herein or other easements for customary utilities; or
- (iii) authorizes the construction of any wireless telecommunications towers or structures on (x) the Site; or (y) Grantor's Adjacent Property for the use by unaffiliated third parties to operate such wireless telecommunications towers or structures for profit (an agreement resulting in any of the actions described in (i)-(iii), a "**Restricted Agreement**"). Grantor's execution of any Restricted Agreement after the Effective Date of this Agreement shall be considered a material breach of this Agreement by Grantor. For purposes of this Section 7, the execution, after the Effective Date, of any amendment or modification to a pre-existing agreement that would result in any of the actions described in (i)-(ii) above will be considered a Restricted Agreement, regardless of when the underlying agreement was executed. In case of a breach by Grantor of the covenants contained in this Section 7, Grantee will be irreparably damaged and shall be entitled (in addition to any other remedy to which it may be entitled in law or in equity) to injunctive relief to enforce Grantor's obligations.

b. In the event that any time after the Effective Date, Grantor receives a bona fide written offer from a third party (an "**Offer**") seeking any sale, conveyance, or transfer, whether in whole or in part, of any property interest in or related to (i) the Site; or (ii) Grantor's Adjacent Property, Grantor shall immediately furnish Grantee with a copy of such Offer. Grantee shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Grantee may assign its rights to a third party. If Grantee chooses not to exercise this right or fails to provide written notice to Grantor within the ninety (90) day period, Grantor may sell, convey, assign or transfer such property interest in or related to the Site or Grantor's Adjacent Property, as the case may be, pursuant to the Offer, subject to the terms of this Agreement. If Grantor attempts to sell, convey, assign or transfer such property interest in or related to the Site, Easement Areas, or Grantor's Adjacent Property without complying with this Section [7b], the sale, conveyance, assignment or transfer shall be void. Grantee shall not be responsible for any failure to make any payments under this Agreement and reserves the right to hold payments due under this Agreement until Grantor complies with this Section [7b]. Grantee's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section [7b] with respect to any future proposed conveyances as described herein. In the event Grantee elects not to exercise its right to match the financial terms



of any such Offer, Grantor may sell, convey, or transfer the Site, Grantor's Adjacent Property, or a portion thereof to a third party, provided that (i) any such sale, conveyance, or transfer is expressly made subject to the terms of this Agreement; (ii) any such third-party purchaser agrees to perform, without requiring any compensation from Grantee or any Permitted Parties, any and all obligations of Grantor under this Agreement, including Grantor's obligations to cooperate with Grantee as provided hereunder; and (iii) any such third-party purchaser acknowledges in the instrument pursuant to which it acquires the Site that (i) its acquisition of the Site is subject to this Agreement and the Lease; and (ii) it is not entitled to any rent, payments, or other financial compensation (as expressly provided herein) from Tenant or Grantee.

8. Assignment. Grantee may assign this Agreement, in whole or in part, to any person or entity at any time without the prior written consent or approval of, or notice to, Grantor, including, but not limited to, an affiliate of Grantee. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all of its obligations, duties and liabilities hereunder. Grantor's execution of this Agreement evidences its consent to any such assignment.

9. Covenants; Representations; Warranties.

a. Grantor hereby represents and warrants to Grantee the following: (i) Grantor is the owner in fee simple of the Easement Areas, free and clear of all liens and encumbrances, and except for the items listed on **EXHIBIT "F"** attached hereto and made a part hereof (collectively, the "**Existing Encumbrances**"), Grantor has not encumbered the Site or the Easement Areas by written agreement at any time between May 22, 2022 and the Effective Date, other than for any encumbrances established in connection with the Lease or this Agreement; (ii) Grantor has the full authority and power to enter into and perform its obligations under this Agreement, and, to the extent applicable, the person or persons executing this Agreement on behalf of Grantor have the authority to enter into and deliver this Agreement on behalf of Grantor; (iii) to the best of Grantor's knowledge, there is no condemnation proceeding pending or threatened against all or any portion of the Site; (iv) no claim, litigation, proceeding, or investigation is pending or, to the best of Grantor's knowledge, threatened against Grantor or all or any portion of the Site that could affect Grantee's use of the Easement Areas as contemplated herein; (v) Grantor has not filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors or suffered the appointment of a receiver to take possession of substantially all of its assets; (vi) to the best of Grantor's knowledge, the Site is in compliance with all applicable laws, ordinances and regulations, including those governing Hazardous Materials (as defined below); (vii) to the best of Grantor's knowledge, there is no proceeding pending or threatened to change the zoning status of the Site; (viii) Grantor is not indebted to any party, including, without limitation, any local or state or the federal government for which a lien or claim of lien has been or could be asserted against all or any portion of the Site; (ix) there are no leases, written or oral, affecting all or any portion of the Easement Areas, except for any agreements entered into between Grantee or its affiliates and third parties; (x) the Easement Areas do not constitute or form a part of Grantor's homestead, or, in the event that the Easement Areas are located upon homestead property, then Grantor's spouse (if applicable) shall join in the execution of this Agreement; (xi) Grantor has paid all taxes, assessments, charges, fees, levies, impositions and other amounts relating to the Site due and payable prior to the Effective Date; and (xii) Grantee shall peaceably and quietly hold, exercise, and enjoy the Easements during the Term without any hindrance, molestation or ejection by any party whomsoever.

b. During the Term, Grantor shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Site, including the Easement Areas. Grantee hereby agrees to reimburse Grantor for any personal property taxes in addition to any increase in real property taxes levied against the Site that are directly attributable to Grantee's improvements on the Easements (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Grantor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Grantee) of such personal property taxes or real property tax increase to Grantee along with proof of payment of the same by Grantor. Anything to the contrary notwithstanding, Grantor shall not be entitled to reimbursement from Grantee for any costs associated with an increase in the value of Grantor's real property calculated based on any monetary consideration paid from Grantee to Grantor. Additionally, Grantor is only eligible for reimbursement by Grantee for any applicable taxes if Grantor requests such reimbursement within two (2) months after the date such taxes become due. Grantor shall submit requests for reimbursement in writing to: 6210 Ardrey Kell Road, Suite 450, Charlotte, NC 28277, Attn: Contracts Administration, unless otherwise directed by Grantee from time to time. Subject to the requirements set forth in this Section, Grantee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Grantor. Grantee shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Grantee. If Grantor fails to pay when due any taxes affecting the Site as required herein, Grantee shall have the right, but not the obligation, to pay such taxes on Grantor's behalf and: (i) deduct the full amount of any such taxes paid by Grantee on Grantor's behalf from any future payments required to be made by Grantee to Grantor hereunder; (ii) demand reimbursement from Grantor, which reimbursement payment Grantor shall make within ten (10) days of such demand by Grantee; and/or (iii) collect from Grantor any such tax payments made by Grantee on Grantor's behalf by any lawful means. Notwithstanding the forgoing, Grantee shall not be responsible for paying any taxes, assessments, or fees of any kind, including increases thereto, resulting from Grantor's subdivision or separate assessment contemplated in the below Section 9(c) of this Agreement.

c. Without Grantee's prior written consent, which consent may be withheld or conditioned in Grantee's sole and absolute discretion, Grantor shall not: (i) cause any portion of the Easement Areas to be legally or otherwise subdivided from any master tract of which it is currently a part; or (ii) cause any portion of the Easement Areas to be separately assessed for tax purposes.

d. Grantor shall not suffer, grant, create, transfer, or convey (or cause to be suffered, granted, created, transferred, or conveyed) any claim, lien, encumbrance, easement, interest, restriction or other charge or exception to title to the Easement Areas, or to any other portion of the Site, that would adversely affect Grantee's use of the Easement Areas as contemplated herein.

e. Grantor shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Site in violation of any Environmental Laws (as defined below). As used herein, "**Hazardous Materials**" shall mean any: contaminants, oils, asbestos, PCBs, hazardous substances, or wastes as defined by federal, state, or local environmental laws, regulations, or administrative orders or other materials the removal of which are required or the maintenance of which are prohibited or regulated by any federal, state, or local governmental authorities having jurisdiction over all or any portion of the Site. As used herein, "**Environmental Laws**" shall mean any laws, regulations, ordinances, and/or

administrative orders applicable to all or any portion of the Site, which govern Hazardous Materials.

f. Grantee shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Easement Areas in violation of any Environmental Laws.

g. Grantor hereby agrees to and does indemnify and shall defend and hold harmless Grantee and its officers, directors, shareholders, agents, contractors, and attorneys for, from, and against any and all damages or claims asserted against or incurred by any of them by reason of or resulting from (i) a breach by Grantor of any representation, warranty or covenant of Grantor contained herein; or (ii) injury to persons or damage to property caused by Grantor or its affiliates, except to the extent resulting from Grantee's breach of the terms of this Agreement or from Grantee's gross negligence or intentional misconduct.

h. Grantee hereby agrees to and does indemnify and shall defend and hold harmless Grantor and its officers, directors, shareholders, agents, contractors, and attorneys for, from, and against any and all damages or claims asserted against or incurred by any of them by reason of or resulting from (i) a breach by Grantee of any representation, warranty or covenant of Grantee contained herein; or (ii) injury to persons or damage to property caused by Grantee or its affiliates, except to the extent resulting from Grantor's breach of the terms of this Agreement or from Grantor's gross negligence or intentional misconduct.

i. The representations, warranties, covenants, agreements, and indemnities contained in this section shall survive the execution and delivery of this Agreement indefinitely.

10. Non-Disturbance. During the Term, Grantor will not improve or alter the Site or grant, convey, transfer, or otherwise enter into any other easement, ground lease, lease, license, or similar agreement or contract with respect to any portion of the Easement Areas or the Site if the same would interfere with, disturb, limit, or impair Grantee's Permitted Use of the Easement Areas. Grantor hereby acknowledges that Grantee and the Permitted Parties are currently utilizing the Exclusive Easement Area for the purpose of transmitting and receiving communication signals, including, but not limited to, wireless telecommunications signals. Grantor and Grantee recognize and acknowledge that Grantee's use of the Easement Areas set forth in this Agreement would be materially frustrated if the communications signals were blocked or otherwise interfered with, or if access and/or utilities to and from the Exclusive Easement Area were inhibited, even if temporarily. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing and shall promptly undertake any remedial action necessary to comply with the terms and provisions of this Section. Grantee shall have the express right, among others, to seek an injunction to prevent any of the activities prohibited by this Section.

11. Grantee's Securitization Rights; Estoppel. Grantor hereby consents to the granting by Grantee of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Grantee's interest in this Agreement and all of Grantee's property and fixtures attached to and lying within the Exclusive Easement Area and further consents to the exercise by Grantee's mortgagee ("**Grantee's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Grantor shall recognize the holder of any such Security Interest of which Grantor is given prior written notice (any such holder, a "**Holder**") as "Grantee" hereunder in the event a Holder succeeds to the interest of Grantee hereunder by the exercise of such remedies. Grantor further

agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Grantee or Holder.

12. Notices. All notices must be in writing and shall be valid upon receipt when delivered by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth below:

To Grantor: TOWN OF LA POINTE  
PO Box 270  
La Pointe, WI 54850  
Attn: Glenn Carlson

To Grantee: HARMONI TOWERS ASSETCO II, LLC  
6210 Ardrey Kell Road, Suite 450  
Charlotte, NC 28277  
Attn: Contracts Administration

With copy to: HARMONI TOWERS ASSETCO II, LLC  
6210 Ardrey Kell Road, Suite 450  
Charlotte, NC 28277  
Attn: General Counsel

Grantor or Grantee, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

13. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall automatically be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

14. Miscellaneous. This Agreement shall be recorded at the sole expense of Grantee and shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Site is situated, without regard to the conflicts of laws provisions of such State or Commonwealth. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions, scope or intent of this Agreement. This Agreement and any other documents executed in connection herewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. Grantee has not provided any legal or tax advice to Grantor in connection with the execution of this Agreement. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement that is signed by each of the parties hereto.

15. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee in this Agreement, or in any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be

exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantor or Grantee.

16. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Grantor and Grantee are not signatories to the original or the same counterpart.

17. Severability. Should any part or provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions of the Agreement, and they shall remain in full force and effect and this Agreement shall be construed as if such part or provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the parties shall execute a reasonably acceptable ground lease between Grantor, as landlord, and Grantee, as tenant (with the Exclusive Easement area being the leased premises therein and the A/UE Area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth herein. The parties agree that no additional consideration shall be paid to Grantor for entering into such a lease and said lease must (a) expressly provide that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the leased premises or to permit sublessees or licensees to utilize the non-exclusive easement for access and utilities, (b) be for a term of ninety-nine (99) years, or as long as permitted by applicable law.

18. Attorney's Fees. If there is any legal action or proceeding between Grantor and Grantee arising from or based on this Agreement, the non-prevailing party to such action or proceeding shall pay to the prevailing party all reasonable costs and expenses, including reasonable attorney's fees and disbursements, actually incurred by such prevailing party in connection with such proceeding and in any appeal in relation thereto. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such reasonable costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

19. Government Approvals/Applications. Grantor hereby covenants and agrees that (a) neither Grantor nor any affiliate of Grantor shall at any time oppose in any manner (whether at a formal hearing, in written documentation, or otherwise) any reasonable zoning, land use or building permit application of Grantee; and (b) Grantor shall promptly cooperate with Grantee in making application for and/or otherwise obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easement Areas.

20. Zoning. To the extent any improvements, whether now or in the future existing, upon the Exclusive Easement do not meet zoning or other land-use requirements, or to the extent such improvements may otherwise have to be constructed and/or relocated, Grantor hereby consents to the reasonable construction and/or relocation of such improvements to accommodate such requirements and agrees to reasonably cooperate with Grantee to create a revised legal description for the Exclusive Easement and the A/U Easement. Grantor hereby covenants and agrees that neither Grantor nor an affiliate of Grantor shall at any time file an opposition to a zoning or land use application of Grantee or in any way publicly oppose Grantee at a zoning hearing or other land

use proceedings in connection with the Site and the Easements; and that Grantor shall promptly cooperate with Grantee in making application for obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easements.

21. Rule Against Perpetuities. If the rule against perpetuities or any other rule of law would invalidate the Easements or any portion or provision hereof or would limit the time during which the Easements or any portion or provision hereof shall be effective due to the potential failure of an interest in property created herein to vest within a particular time, then each such interest in property shall be effective only from the date hereof until the passing of twenty (20) years after the death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the state in which the Site is located who are serving on the date hereof, but each such interest in property shall be extinguished after such time, and all other interests in property created herein and all other provisions hereof shall remain valid and effective without modification.

22. Amendment of Existing Lease. The parties hereby acknowledge and agree that the Site is currently subject to the Lease described in the recitals above. Grantor hereby acknowledges and agrees that there currently exists no default under the Lease, and no conditions that, with the passage of time, would constitute a default under the Lease. As partial consideration for Grantee's payment to Grantor of the Purchase Price as described above and in the Purchase Agreement, the parties hereby agree to amend the Lease by extending the Term thereof such that it shall not expire until June 27, 2121, which such amendment shall be effected pursuant to a Second Amendment to Option and Land Lease Agreement (the "**Amendment**") executed as of even date herewith by and between Grantor, as landlord, and Tenant, as tenant, which such Amendment shall also be evidenced by that certain Second Amendment to Option and Land Lease and Memoranda of Lease (the "**AMOL**"), executed by and between Grantor, as landlord, and Tenant, as tenant, as of even date herewith, which such AMOL will be recorded in the Recorder's Office.

23. Cure Period; Default. No party to this Agreement shall be in default of the terms thereof until thirty (30) days following the date of the defaulting party's receipt of notice of default from the non-defaulting party. In the event such default is not reasonably capable of cure within such thirty (30) day period and such defaulting party promptly and diligently pursues the cure of such default during such cure period, such cure period shall be extended for so long as the defaulting party diligently pursues such cure for a maximum of ninety (90) additional days. In no event shall Grantor be entitled to terminate this Agreement as a result of or remedy for any breach or default thereunder by Grantee. In the event Grantor fails to comply with the terms of this Agreement, Grantee may, in its sole and absolute discretion, cure any such default, and to the extent Grantee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Grantee pays on behalf of Grantor), Grantor agrees to promptly reimburse Grantee for such expenses incurred and hereby grants Grantee a security interest and lien in the Site, if any, to secure Grantor's obligation to repay such amounts to Grantee.

24. Exclusivity. Grantor agrees not to lease any property owned by Grantor as of the Effective Date within a radius of five (5) miles from the Site, including without limitation the real property listed on **EXHIBIT "E"** attached hereto and made a part hereof (the "**Grantor's Additional Property**") for the construction of a tower for use as a communications facility, or for the operation of an antenna site leasing business which competes directly or indirectly with Grantee. This restriction shall be imposed upon the Grantor's Additional Property and any future sale of the same shall be subjected to this restriction.

25. Further Acts; Attorney-In-Fact. Grantor, at Grantee's sole cost and expense, shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may be reasonably required to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor's attorney-in-fact coupled with an interest to prepare, execute, deliver, and submit land-use, building permit and zoning applications related to Grantee's permitted use of the Easement Areas, on behalf of Grantor, to federal, state and local governmental authorities.

26. Survey. Grantee may elect, at Grantee's expense, to cause a boundary, as-built or similar survey of all or any portion of the Easement Areas (the "Survey") to be prepared by a surveyor duly licensed under the laws of the state in which the Site is located. Grantor further agrees that upon written notice from Grantee to Grantor, Grantee may elect, in Grantee's reasonable discretion, to replace EXHIBIT "B," and EXHIBIT "C" with a revised EXHIBIT "B," and EXHIBIT "C" depicting and/or describing the Exclusive Easement Area and the A/UE Area, as applicable, in accordance with the Survey prepared at Grantee's election.

27. Waiver. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL GRANTOR OR GRANTEE BE LIABLE TO THE OTHER FOR, AND GRANTOR AND GRANTEE HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OR BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES.

28. Condemnation. In the event Grantor receives notification of any condemnation proceeding affecting the Easement Areas, or any portion thereof, Grantor shall provide notice of the proceeding to Grantee within forty-eight (48) hours. If a condemning authority takes all of the Easement Areas, or any portion thereof, Grantee shall be entitled to pursue Grantee's own award in the condemnation proceeds, which for Grantee will include, where applicable, the value of its communications facility, moving expenses, consideration paid to Grantor for the Easements, and business dislocation expenses.

29. Joint and Several Liability. If more than one person or entity has executed this Agreement as Grantor, then each such person or entity will be jointly and severally liable, along with each other person or entity that has executed this Agreement as Grantor, for the full performance and payment of all obligations and liabilities hereunder.

**Exhibits:**

**EXHIBIT "A"** – Legal Description: Site

**EXHIBIT "B"** – Legal Description: Exclusive Easement Area

**EXHIBIT "C"** – Legal Description: A/UE Area

**EXHIBIT "D"** – Grantor's Adjacent Property [*if applicable*]

**EXHIBIT "E"** – Grantor's Additional Property [*if applicable*]

**EXHIBIT "F"** – Existing Encumbrances

[END OF DOCUMENT – SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

**2 WITNESSES:**

**GRANTOR:**

**TOWN OF LAPOINTE,**  
a Wisconsin municipal corporation

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County/Parish of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of the TOWN OF LAPOINTE, a Wisconsin municipal corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument, the person or the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public: \_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ {Seal}

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*



IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

**2 WITNESSES:**

**GRANTEE:**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**HARMONI TOWERS ASSETCO II, LLC,**  
a Delaware limited liability company

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County/Parish of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of **HARMONI TOWERS ASSETCO II, LLC**, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument, the person or the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public: \_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

{Seal}

**EXHIBIT "A"**

to

Telecommunications Easement Agreement

*Legal Description - The Site:*

A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 1 OF SECTION 30, THE NW 1/4 OF THE NW 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 29, T. 50 N., R. 3 W., IN THE TOWN OF LA POINTE, ASHLAND COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

TO LOCATE THE POINT OF BEGINNING, COMMENCE AT A 3" CAPPED IRON PIPE AT THE WEST 1/4 CORNER OF SAID SECTION 29 AND RUN N 00°34'50" E, 1731.25 FEET ON THE WEST LINE OF SAID SECTION 29, TO THE SOUTH LINE OF CSM NO. 346, WHICH IS THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING BY METES AND BOUNDS;

LEAVING SAID WEST LINE, S 89°23'52" E, 21.27 FEET ON SAID SOUTH LINE, TO A 3/4 CAPPED REBAR. THENCE

N 01°04'23" E, 55.46 FEET TO A 3/4" CAPPED REBAR. THENCE S 89°23'10" E, 149.98 FEET TO A 3/4" CAPPED REBAR. THENCE S 60°03'55" E, 205.09 FEET TO A 3/4" CAPPED REBAR. THENCE S 00°41'42" W, 326.46 FEET, PASSING THROUGH A 3/4" CAPPED REBAR AT 290.56 FEET, TO THE CENTERLINE OF COUNTY HIGHWAY H. THENCE LEAVING SAID SOUTH LINE AND ON SAID CENTERLINE, S 63°27'50" W, 393.04 FEET TO THE WEST LINE OF SAID SECTION 29. THENCE LEAVING SAID CENTERLINE AND ON SAID WEST LINE, N 00°34'50" E, 121.98 FEET TO A 4" CAPPED IRON PIPE AT THE NORTH 1/16 CORNER ON SAID WEST LINE. THENCE LEAVING SAID WEST LINE AND ON THE SOUTH LINE OF GOVERNMENT LOT 1 OF SAID SECTION 30, N 89°31'58" W, 134.66 FEET. THENCE LEAVING SAID SOUTH LINE, N 01°22'01" E, 429.16 FEET TO A 3/4" CAPPED REBAR AT THE SOUTHWEST CORNER OF LOT 1 OF CSM NO. 346. THENCE ON SAID SOUTH LINE, S 89°23'52" E, 128.77 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 227,220 SQUARE FEET WHICH IS 5.22 ACRES.

**EXHIBIT "B"**

to

Telecommunications Easement Agreement

*Legal Description - Exclusive Easement Area:*

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 29, T. 50 N., R. 3 W., IN THE TOWN OF LA POINTE, ASHLAND COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

TO LOCATE THE POINT OF BEGINNING, COMMENCE AT A 3" CAPPED IRON PIPE AT THE WEST 1/4 CORNER OF SAID SECTION 29 AND RUN N 00°34'50" E, 1645.81 FEET ON THE WEST LINE OF SAID SECTION 29. THENCE LEAVING SAID WEST LINE, S 89°16'09" E, 62.67 FEET TO A 1" IRON PIPE WHICH IS THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING BY METES AND BOUNDS;

CONTINUE S 89°16'09" E, 30.00 FEET TO A 1" IRON PIPE. THENCE S 00°43'51" W, 49.50 FEET TO A 1" IRON PIPE. THENCE N 89°16'09" W, 30.00 FEET TO A 1" IRON PIPE. THENCE N 00°43'51" E, 49.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,485 SQUARE FEET WHICH IS 0.034 ACRE.

**EXHIBIT "C"**

to

Telecommunications Easement Agreement

*Legal Description – A/UE Area:*

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 29, T. 50 N., R. 3 W., IN THE TOWN OF LA POINTE, ASHLAND COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

TO LOCATE THE POINT OF BEGINNING, COMMENCE AT A 3" CAPPED IRON PIPE AT THE WEST 1/4 CORNER OF SAID SECTION 29 AND RUN N 00°34'50" E, 1325.45 FEET ON THE WEST LINE OF SAID SECTION 29. THENCE LEAVING SAID WEST LINE, N 90°00'00" E, 217.40 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY H, WHICH IS THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING BY METES AND BOUNDS;

N 20°14'57" W, 50.04 FEET. THENCE N 33°29'57" W, 98.05 FEET. THENCE N 42°29'57" W, 97.08 FEET. THENCE N 66°34'57" W, 11.91 FEET. THENCE N 00°43'51" E, 64.97 FEET. THENCE S 89°16'09" E, 20.00 FEET. THENCE S 00°43'51" E, 51.65 FEET. THENCE S 66°34'57" E, 2.86 FEET. THENCE S 42°29'57" E, 102.92 FEET. THENCE S 33°29'57" E, 101.95 FEET. THENCE S 20°14'57" E, 50.16 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY H. THENCE ON SAID NORTHERLY RIGHT OF WAY LINE, S 63°27'50" W, 20.12 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 6,316 SQUARE FEET WHICH IS 0.145 ACRE.

**EXHIBIT "D"**

to

Telecommunications Easement Agreement

*Legal Description – Grantor's Adjacent Property:*

*[to be inserted, if applicable]*

N/A

**EXHIBIT "E"**

to

Telecommunications Easement Agreement

*Legal Description – Grantor's Additional Property:*

*[to be inserted, if applicable]*

N/A

**EXHIBIT "F"**

to

Telecommunications Easement Agreement

*Existing Encumbrances:*

N/A

# **EXHIBIT “B-1”**

to

## **Agreement to Purchase Telecommunications Easement**

*[Form of Amendment follows]*



## SECOND AMENDMENT TO OPTION AND LAND LEASE AGREEMENT

THIS SECOND AMENDMENT TO OPTION AND LAND LEASE AGREEMENT (this "**Amendment**") is made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ (the "**Amendment Effective Date**") by and between by and between (I) the **TOWN OF LA POINTE**, a Wisconsin municipal corporation, whose address is PO Box 270, La Pointe, WI 54850 ("**Landlord**"); and (II) **HARMONI TOWERS ASSETCO, LLC**, a Delaware limited liability company, whose address is 6210 Ardrey Kell Road, Suite 450, Charlotte, NC 28277 ("**Tenant**"). Landlord and Tenant are sometimes referred to herein individually as a "**Party**," and together, collectively, as the "**Parties**."

### RECITALS:

**WHEREAS**, Landlord and Tenant are parties to that certain Option and Land Lease Agreement dated November 19, 2018, for the purpose of installing, operating and maintaining a communication facility and other improvements (the "**Initial Lease**"), encumbering that certain parcel of real property owned by Landlord and situated in Ashland County, Wisconsin (such parcel of real property, as more particularly described below, the "**Site**"), all as more particularly set forth in the Initial Lease;

**WHEREAS**, the Initial Lease was executed by and between Landlord and Tenant's predecessor-in-interest, NEW CINGULAR WIRELESS PCS, LLC ("**Cingular**"), and thereafter:

- i. memorialized by that certain Memorandum of Lease (the "**MOL**") dated November 19, 2018 and recorded on April 4, 2019 as Document No. 347464 in the Register of Deeds for Ashland County, WI (the "**Recorder's Office**");
- ii. amended by that certain unrecorded Amendment to Option and Lease Agreement dated October 20, 2020 (the Initial Lease, as so amended, is the "**Base Lease**"); and
- iii. assigned by that certain Assignment and Assumption Agreement (the "**Cingular Assignment**") dated September 22, 2020 between Cingular (as assignor) and UNITI TOWERS LLC, a Delaware limited liability company ("**Uniti**") (as assignee), as such Cingular Assignment was itself memorialized by that certain Memorandum of Assignment executed as of even date therewith and recorded on October 6, 2020 as Document No. 352713 of the Recorder's Office;

**WHEREAS**, Uniti, as tenant, exercised the Option such that the Term Commencement Date of the Lease occurred on June 28, 2022; and thereafter changed its name to HARMONI TOWERS LLC ("**Harmoni**") on March 29, 2021;

**WHEREAS**, pursuant to that certain Assignment and Assumption Agreement executed as of August 18, 2023, by and between Harmoni, as assignor, and Tenant, as assignee (the "**Harmoni Assignment**"), Harmoni assigned its interest as tenant under the Base Lease to Tenant, which such Harmoni Assignment was itself evidenced by that certain Memorandum of Assignment executed as of August 24, 2023, and recorded on December 12, 2023 as Document No. 363732 of the Recorder's Office (the "**Harmoni MOA**"), such that as of the Effective Date, the Lease is in full force and effect by and between Landlord and Tenant;

**WHEREAS**, pursuant to the Base Lease (as it is in effect of as the Amendment Effective Date), Landlord has (i) leased to Tenant a portion of the Site comprising the Leased Premises (as such term is defined below); and (ii) granted to Tenant certain Easements (as such term is defined below) over certain portions of the Site, all as more particularly described below);

**WHEREAS**, Landlord and Tenant now wish to amend the Base Lease as follows (the Base Lease, as modified by this Amendment, is the "**Lease**");

**NOW, THEREFORE**, in consideration of the sums to be paid pursuant to that certain Agreement to Purchase Telecommunications Easement (the "**PSA**") executed by Landlord, as "**Seller**," and Tenant's affiliate, HARMONI TOWERS ASSETCO II, LLC, a Delaware limited liability company, as "**Buyer**", and of the agreements, covenants and conditions contained herein, Landlord and Tenant hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are expressly incorporated into and made a part of this Amendment as if fully rewritten herein.
2. **Defined Terms, Generally.** Any terms used in this Amendment as defined terms, but which are not defined herein shall have the meanings attributed to those terms in the Base Lease.
3. **Defined Terms, Clarification.** For avoidance of doubt, the Parties hereby acknowledge and agree that, to the extent applicable or used in the Lease:

- (a) the terms "**Property**" and "**Site**" shall be used interchangeably throughout the Lease to refer to that certain parcel of real property owned by Landlord, situated in Ashland County, Wisconsin and more particularly described on **EXHIBIT "A"** attached hereto and made a part hereof;
- (b) the terms "**Premises**" and "**Leased Premises**" shall be used interchangeably throughout the Lease to refer to that certain portion of the Site more particularly described on **EXHIBIT "B"** attached hereto and made a part hereof;
- (c) the term "**Easements**" shall refer to those easement rights granted by Landlord to Tenant pursuant to the Lease, including without limitation, that certain variable width, approximately 0.145-acre access and utility easement (the "**A/U Easement**") necessary for Tenant to gain Access (as defined in Section 12 of the Base Lease) to the Site, which such A/U Easement is granted to Tenant on, over, under, through, in, and across that portion(s) of the Site more particularly described on **EXHIBIT "C"** attached hereto and made a part hereof (such portion, the "**A/UE Area**"; and together with any other portions of the Site over which Landlord has granted Tenant any Easements, collectively, the "**Easement Areas**"),

all on the terms and conditions more particularly described in the Lease.

4. **Term.** Notwithstanding anything to the contrary in the Base Lease, the Term of the Lease shall be extended such that it expires on June 27, 2121 (the "**Expiration Date**"), upon the same terms and conditions set forth herein, unless Tenant notifies Landlord in writing of its intention to terminate this Lease upon ninety-nine (99) days prior written notice. The provisions of Section 4 of this Amendment shall modify, supersede, and replace all provisions in the Base Lease addressing the Term (including without limitation, Section 3 of the Base Lease), such that from and after the Amendment Effective

Date, this Section 4 of this Amendment shall be the only Lease provision governing the Term of the Lease.

5. **Exhibits.** EXHIBIT “A,” EXHIBIT “B,” and EXHIBIT “C” each attached hereto and made a part hereof, are all added in their entirety to the Base Lease. For avoidance of doubt, to the extent that Exhibit 1 attached to the Base Lease provides only a general depiction or description of the Site, Leased Premises and/or A/UE Area rather than separately-identifiable legal descriptions of the same, then the more detailed legal descriptions provided for in EXHIBIT “A,” EXHIBIT “B,” and EXHIBIT “C” shall supersede any such general depictions or descriptions of the same (each, as may be applicable).

6. **Compensation.** Landlord acknowledges and agrees that its sole consideration for executing this Amendment and agreeing to extend the Term of the Lease is its receipt of the Purchase Price (as such term is defined in the PSA) from Buyer pursuant to the PSA, which such Purchase Price constitutes the full amount of prepaid rent for the entire Term until the Expiration, and that no further consideration shall be due to Landlord thereafter in connection with the Lease or the easement rights granted to Buyer in the PSA, as provided therein. This provision shall supersede any provision in the Base Lease to the contrary.

7. **Rent.** Section 4 of the Lease is hereby deleted in its entirety and replaced with the following:

4. **RENT.** *Notwithstanding anything to the contrary in this Lease, from and after the Amendment Effective Date, the following provisions of this Section 4 shall thereafter be the sole provisions governing the obligations of Tenant to pay Rent for the duration of the Lease until the Expiration Date: As of the Amendment Effective Date, Landlord acknowledges the agreement by Buyer to pay to Landlord an amount equal to the entire amount of prepaid Rent for the remainder of the Term through the Expiration Date, which will be delivered to Landlord by Buyer pursuant to the terms of the PSA. From and after the Amendment Effective Date, no further consideration shall be due to Landlord, or any of Landlord’s successors-in-interest, assigns, or future owners of the Site, whatsoever in connection with either (i) Tenant’s; or (ii) Buyer’s (inclusive of their respective successors and assigns) lease and occupancy of the Site (inclusive of the Easements granted herein) as provided herein.*

8. **Exclusivity.** The following is hereby added as Section 24(r) to the Base Lease:

(r) **Exclusivity.** *From and after the Amendment Effective Date, Landlord agrees not to lease, sell, convey, transfer, or otherwise grant any interest in or to (i) the Site; or (ii) any real property owned by Landlord as of the Amendment Effective Date within a radius of five (5) miles from the Site, including without limitation the real property listed on EXHIBIT “D” attached hereto and made a part hereof (the “**Landlord’s Additional Property**”) for the construction of a tower for use as a communications facility, or for the operation of an antenna site leasing business that competes directly or indirectly with Tenant. This restriction shall be imposed upon the Landlord’s*

*Additional Property; and any future sale of the same shall be subjected to this restriction.*

9. **Recordable Instruments.** Contemporaneously with the execution of this Amendment, Landlord shall execute and deliver to Tenant a properly and fully-executed (and witnessed and notarized, if applicable) original counterpart(s) of (i) an Second Amendment to Option and Land Lease Agreement and Memoranda of Lease memorializing the agreements made in this Amendment and the modifications made to the Base Lease pursuant thereto; and (ii) any other documents to be recorded with the Recorder's Office in connection with the transaction contemplated by this Amendment (such fully-executed original counterparts, collectively, the "***Recordable Instruments***"). Landlord hereby grants Tenant the right to record the Recordable Instruments upon its receipt thereof.

10. **Landlord Cooperation.** Landlord shall cooperate with Tenant in executing any documents necessary to: (A) protect Tenant's rights under this Lease or Tenant's use of the Leased Premises and the Easement; and (B) to obtain or maintain Tenant's coverage under its pending or finalized leasehold owner's policy of title insurance (a "***Title Policy***") insuring Tenant's interest pursuant to the Lease, including without limitation: (i) any memoranda thereof; (ii) any forms of amendment thereto; or (iii) any Affidavits relating to Landlord's ownership of the Site (any such documents, collectively, the "***Ancillary Documents***"), which Tenant may request from time to time at any time after the Amendment Effective Date, and Landlord shall take all reasonable efforts to deliver back to Tenant any such executed Ancillary Documents within ten (10) business days of Landlord's receipt of any such request, and to take such action as Tenant may reasonably require to effect the intent of the Lease. From and after the Amendment Effective Date, Landlord shall not (and hereby agrees not to) solicit or accept any offers to purchase, lease, license, or otherwise transfer, convey, and/or assign any easement or other interests, rights, and/or title in and/or to all or any portion of the Site or the Lease, or continue negotiations with other potential purchasers or other third parties with respect to the same.

11. **Authority.** Landlord and Tenant affirm and covenant that each has the authority to enter into this Amendment, to abide by the terms hereof, and that the signatories hereto are authorized representatives of their respective entities empowered by their respective corporation to execute this Amendment; and further hereby ratify the Lease.

12. **Provisions of Amendment Control.** To the extent the provisions of this Amendment are inconsistent with the Base Lease, the terms of this Amendment shall control.

13. **Force and Effect.** Except as expressly amended or modified herein, all other terms, covenants and conditions of the Base Lease shall remain in full force and effect.

14. **Successors and Assigns.** The terms, conditions, covenants, and agreements contained herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

15. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original.

16. **Confidentiality.** Subject to the requirements of the Wisconsin Open Records Law, Wis. Stats §19.31, et seq, Landlord agrees that the terms of this Lease shall be strictly confidential and that Landlord shall not disclose any of the terms hereof to any third party, except with Tenant's prior written

consent. Notwithstanding the foregoing, Landlord is permitted to disclose the terms of this Lease to its attorneys, financial consultants, accountants, and lenders.

**17. Joint and Several Liability.** If more than one person or entity has executed this Amendment as Landlord, then each such person or entity will be jointly and severally liable, along with each other person or entity that has executed this Amendment as Landlord, for the full performance and payment of all obligations and liabilities hereunder.

*[remainder of page left intentionally blank; signatures follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

**TENANT:**

**HARMONI TOWERS ASSETCO, LLC,**  
a Delaware limited liability company

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LANDLORD:**

The **TOWN OF LAPOINTE,**  
a Wisconsin municipal corporation

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

to  
Amendment

*Legal Description - The Site:*

A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 1 OF SECTION 30, THE NW 1/4 OF THE NW 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 29, T. 50 N., R. 3 W., IN THE TOWN OF LA POINTE, ASHLAND COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

TO LOCATE THE POINT OF BEGINNING, COMMENCE AT A 3" CAPPED IRON PIPE AT THE WEST 1/4 CORNER OF SAID SECTION 29 AND RUN N 00°34'50" E, 1731.25 FEET ON THE WEST LINE OF SAID SECTION 29, TO THE SOUTH LINE OF CSM NO. 346, WHICH IS THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING BY METES AND BOUNDS;

LEAVING SAID WEST LINE, S 89°23'52" E, 21.27 FEET ON SAID SOUTH LINE, TO A 3/4 CAPPED REBAR. THENCE N 01°04'23" E, 55.46 FEET TO A 3/4" CAPPED REBAR. THENCE S 89°23'10" E, 149.98 FEET TO A 3/4" CAPPED REBAR. THENCE S 60°03'55" E, 205.09 FEET TO A 3/4" CAPPED REBAR. THENCE S 00°41'42" W, 326.46 FEET, PASSING THROUGH A 3/4" CAPPED REBAR AT 290.56 FEET, TO THE CENTERLINE OF COUNTY HIGHWAY H. THENCE LEAVING SAID SOUTH LINE AND ON SAID CENTERLINE, S 63°27'50" W, 393.04 FEET TO THE WEST LINE OF SAID SECTION 29. THENCE LEAVING SAID CENTERLINE AND ON SAID WEST LINE, N 00°34'50" E, 121.98 FEET TO A 4" CAPPED IRON PIPE AT THE NORTH 1/16 CORNER ON SAID WEST LINE. THENCE LEAVING SAID WEST LINE AND ON THE SOUTH LINE OF GOVERNMENT LOT 1 OF SAID SECTION 30, N 89°31'58" W, 134.66 FEET. THENCE LEAVING SAID SOUTH LINE, N 01°22'01" E, 429.16 FEET TO A 3/4" CAPPED REBAR AT THE SOUTHWEST CORNER OF LOT 1 OF CSM NO. 346. THENCE ON SAID SOUTH LINE, S 89°23'52" E, 128.77 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 227,220 SQUARE FEET WHICH IS 5.22 ACRES.

**EXHIBIT "B"**

to  
Amendment

*Legal Description – Leased Premises:*

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 29, T. 50 N., R. 3 W., IN THE TOWN OF LA POINTE, ASHLAND COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

TO LOCATE THE POINT OF BEGINNING, COMMENCE AT A 3" CAPPED IRON PIPE AT THE WEST 1/4 CORNER OF SAID SECTION 29 AND RUN N 00°34'50" E, 1645.81 FEET ON THE WEST LINE OF SAID SECTION 29. THENCE LEAVING SAID WEST LINE, S 89°16'09" E, 62.67 FEET TO A 1" IRON PIPE WHICH IS THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING BY METES AND BOUNDS;

CONTINUE S 89°16'09" E, 30.00 FEET TO A 1" IRON PIPE. THENCE S 00°43'51" W, 49.50 FEET TO A 1" IRON PIPE. THENCE N 89°16'09" W, 30.00 FEET TO A 1" IRON PIPE. THENCE N 00°43'51" E, 49.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,485 SQUARE FEET WHICH IS 0.034 ACRE.



**EXHIBIT "C"**

to  
Amendment

Legal Description – A/UE Area:

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 29, T. 50 N., R. 3 W., IN THE TOWN OF LA POINTE, ASHLAND COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

TO LOCATE THE POINT OF BEGINNING, COMMENCE AT A 3" CAPPED IRON PIPE AT THE WEST 1/4 CORNER OF SAID SECTION 29 AND RUN N 00°34'50" E, 1325.45 FEET ON THE WEST LINE OF SAID SECTION 29. THENCE LEAVING SAID WEST LINE, N 90°00'00" E, 217.40 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY H, WHICH IS THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING BY METES AND BOUNDS;

N 20°14'57" W, 50.04 FEET. THENCE N 33°29'57" W, 98.05 FEET. THENCE N 42°29'57" W, 97.08 FEET. THENCE N 66°34'57" W, 11.91 FEET. THENCE N 00°43'51" E, 64.97 FEET. THENCE S 89°16'09" E, 20.00 FEET. THENCE S 00°43'51" E, 51.65 FEET. THENCE S 66°34'57" E, 2.86 FEET. THENCE S 42°29'57" E, 102.92 FEET. THENCE S 33°29'57" E, 101.95 FEET. THENCE S 20°14'57" E, 50.16 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY H. THENCE ON SAID NORTHERLY RIGHT OF WAY LINE, S 63°27'50" W, 20.12 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 6,316 SQUARE FEET WHICH IS 0.145 ACRE.

**EXHIBIT "D"**

to  
Amendment

*Landlord's Additional Property*

*[insert if applicable]*

N/A

# **EXHIBIT “B-2”**

to

## **Agreement to Purchase Telecommunications Easement**

*[Form of Second Amendment to Option and Land Lease and Memoranda follows]*

This Instrument Prepared by:  
**HARMONI TOWERS ASSETCO, LLC,**  
6210 Ardrey Kell Road, Suite 450,  
Charlotte, NC 28277  
Attn: Contracts Administration

Site Name: WI, LA POINTE  
Site ID: WIMKG2007  
SG# 21950.1671

*\*This document evidences a lease of less than 99 years, not a conveyance as defined by state law (sec. 77.21(1), Wis. Stats.), and is exempt from a return and fee imposed (sec. 77.22(1), Wis. Stats.)\**

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**SECOND AMENDMENT TO OPTION AND LAND LEASE AGREEMENT  
AND MEMORANDA OF LEASE**

THIS SECOND AMENDMENT TO OPTION AND LAND LEASE AND MEMORANDA OF LEASE (hereinafter, referred to as this "**Amendment to Lease and Memoranda**" or this "**AMOL**") is made as of the \_\_\_ day of \_\_\_\_\_, 202\_\_ (the "**Amendment Effective Date**") by and between (I) the **TOWN OF LA POINTE**, a Wisconsin municipal corporation, whose address is PO Box 270, La Pointe, WI 54850 ("**Landlord**"); and (II) **HARMONI TOWERS ASSETCO II, LLC**, a Delaware limited liability company, whose address is 6210 Ardrey Kell Road, Suite 450, Charlotte, NC 28277 ("**Tenant**"). Landlord and Tenant are sometimes referred to herein each individually as a "**Party**"; and collectively as the "**Parties**."

**RECITALS:**

**WHEREAS**, Tenant currently leases land from Landlord, along with easement rights pursuant to the terms of that certain Option and Land Lease Agreement dated November 19, 2018 (the "**Initial Lease**"), originally executed by and between Landlord and Tenant's predecessor-in-interest, NEW CINGULAR WIRELESS PCS, LLC ("**Cingular**"), covering portions of that certain parcel of real property owned by Landlord in Ashland County, Wisconsin as more particularly described on **EXHIBIT "A"** attached hereto and made a part hereof (such parcel, the "**Site**");

**WHEREAS**, the Initial Lease was thereafter:

- i. memorialized by that certain Memorandum of Lease (the "**MOL**") dated as of November 19, 2018, and recorded on April 4, 2019 as Document No. 347464 in the Register of Deeds for Ashland County, Wisconsin (hereinafter, the "**Recorder's Office**");
- ii. amended by that certain unrecorded Amendment to Option and Lease Agreement dated October 20, 2020 (the Initial Lease, as so amended, is the "**Base Lease**");
- iii. assigned by that certain Assignment and Assumption Agreement (the "**Cingular**

*Assignment*”) dated September 22, 2020 between Cingular (as assignor) and Tenant’s predecessor-in-interest, UNITI TOWERS LLC, a Delaware limited liability company (“*Uniti*”) (as assignee), as such Cingular Assignment was itself evidenced by that certain Memorandum of Assignment dated September 22, 2020 and recorded on October 6, 2020 as Document No. 352713 of the Recorder’s Office (the “*Cingular MOA*”); and

**WHEREAS**, Uniti, as tenant, exercised the Option such that the Term Commencement Date of the Lease occurred on June 28, 2022; and thereafter changed its name to HARMONI TOWERS LLC (“*Harmoni*”) on March 29, 2021;

**WHEREAS**, pursuant to that certain Assignment and Assumption Agreement executed as of August 18, 2023, by and between Harmoni, as assignor, and Tenant, as assignee (the “*Harmoni Assignment*”), Harmoni assigned its interest as tenant under the Base Lease to Tenant, which such Harmoni Assignment was itself evidenced by that certain Memorandum of Assignment executed as of August 24, 2023, and recorded on December 12, 2023 as Instrument No. 363732 of the Recorder’s Office (the “*Harmoni MOA*”; and together with the MOL and the Cingular MOA, collectively, the “*Memoranda*”), such that as of the Effective Date, the Lease is in full force and effect by and between Landlord and Tenant;

**WHEREAS**, Landlord and Tenant executed that certain Second Amendment to Option and Land Lease as of even date herewith (the “*Amendment*”; and the Base Lease, as modified by the Amendment, is the “*Lease*”), pursuant to which the Parties agreed to: (i) extend the Term of the Lease; (ii) modify the provisions of the Lease regarding the payment of Rent; (iii) supplement and clarify [a] the legal descriptions of certain areas specified in the Lease, and [b] the exhibits attached to the Lease; and (iv) otherwise modify the Lease, among other things; and

**WHEREAS**, Landlord and Tenant now wish to memorialize the Lease, as amended by the Amendment, in the public records by recording this Amendment to Lease and Memoranda to (i) replace and supersede the Memoranda to the extent provided below; and (ii) evidence the terms and provisions of the Lease, as amended by the Amendment.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant mutually agree that the Lease and Memoranda are hereby amended, modified, replaced, substituted, superseded, and voided to the extent provided below (as may be applicable) as follows:

1. **Recitals.** The foregoing recitals are true and correct and are expressly incorporated into and made a part of this Amendment to Lease and Memoranda as if fully rewritten herein.
2. **Defined Terms.** Any terms used in this Amendment to Lease and Memoranda as defined terms, but which are not defined herein shall have the meanings attributed to those terms in the Base Lease and/or Amendment (as may be applicable).
3. **Memoranda.** The Parties hereby agree that the Memoranda referenced in the recitals above is hereby superseded, amended, and restated in its entirety, to the extent inconsistent with this with this Amendment to Lease and Memoranda, such that the provisions of the Amendment or this Amendment to Lease and Memoranda shall be controlling in the event of any such inconsistency.

4. Relevant Lease Provisions.

- (a) Landlord and Tenant entered into an Option and Land Lease Agreement (the “**Base Lease**”), with a Term Commencement Date (as same is defined in the Base Lease) of June 28, 2022 (the “**Commencement Date**”) and covering portions of that certain parcel of real property owned by Landlord, located in Ashland County, Wisconsin and more particularly described on EXHIBIT “A” attached hereto and made a part hereof (the “**Site**”).
- (b) Landlord and Tenant executed that certain Second Amendment to Option and Land Lease as of even date herewith (the “**Amendment**”), pursuant to which the Parties modified certain terms of the Base Lease (the Base Lease as amended by the Amendment is the “**Lease**”).
- (c) Pursuant to the Lease, Landlord:
  - i. leased to Tenant that portion of the Site more particularly described on EXHIBIT “B” attached hereto and made a part hereof (the “**Leased Premises**”); and
  - ii. granted to Tenant certain easement rights (collectively, the “**Easements**”), including without limitation that certain variable width, approximately 0.145-acre non-exclusive access and utility easement (the “**A/U Easement**”), which shall refer to those easement rights granted by Landlord to Tenant pursuant to the Lease necessary for Tenant to (i) gain access to the Site and the Leased Premises from a publicly-dedicated right-of-way; and (ii) install, maintain, and operate any and all necessary utilities serving the Premises (all as more particularly described in in the Base Lease) which such A/U Easement is granted over that portion of the Site more particularly described on EXHIBIT “C” attached hereto (such portion, the “**A/UE Area**”; and together with any other portions of the Site over which Landlord has granted Tenant any Easements, collectively, the “**Easement Areas**”),  
all as more particularly described in the Lease.
- (d) The term of the Lease (the “**Term**”) commenced on the Commencement Date and will continue in full force and effect until June 27, 2121 (the “**Expiration Date**”), subject to the terms and provisions contained therein.
- (e) As acknowledged by Landlord in the Amendment, all rent due under the Lease has been prepaid in its entirety, on the terms and conditions more fully described therein; such that for the remainder of the Term until the Expiration Date, no additional rent, payments, or other compensation shall be due to Landlord, its successors, assigns, or any future owners of the Site, unless otherwise agreed to in writing by the Parties.
- (f) The Lease grants Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Site, Leased Premises, Easements, and/or Easement Areas, including without limitation any offer seeking an assignment or transfer of any rental payments associated with the Lease or

an offer to purchase an easement with respect to the Site, Leased Premises, Easements and/or Easement Areas.

5. **Exclusivity.** Pursuant to the Lease, Landlord has agreed that from and after the Amendment Effective Date, Landlord shall not lease, sell, convey, transfer, or otherwise grant any interest in or to (i) the Site; or (ii) any real property owned by Landlord as of the Amendment Effective Date within a radius of five (5) miles from the Site, including without limitation the real property listed on **EXHIBIT "D"** attached hereto and made a part hereof (the "***Landlord's Additional Property***") for the construction of a tower for use as a communications facility, or for the operation of an antenna site leasing business that competes directly or indirectly with Tenant. This restriction shall be imposed upon the Landlord's Additional Property; and any future sale of the same shall be subjected to this restriction.

6. **Miscellaneous.** Except as expressly set forth herein, this Amendment to Lease and Memoranda is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions, or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Amendment to Lease and Memoranda and the provisions of the Lease (as amended), the provisions of the Lease shall control. The Lease shall be binding upon and inure the benefit of the Parties hereto and their respective heirs, successors, and assigns, subject to the provisions of the Lease. This Amendment to Lease and Memoranda may be executed in multiple counterparts, all of which when taken together will constitute one and the same instrument.

7. **Joint and Several Liability.** If more than one person or entity has executed this AMOL as Landlord, then each such person or entity will be jointly and severally liable, along with each other person or entity that has executed this AMOL as Landlord, for the full performance and payment of all obligations and liabilities hereunder.

*[remainder of page left intentionally blank; signature page(s) follow(s)]*

IN WITNESS WHEREOF, Landlord has duly executed this Amendment to Lease and Memoranda on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**WITNESSES:**

**LANDLORD:**

The **TOWN OF LA POINTE**,  
a Wisconsin municipal corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

Parish/County of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_ 202\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, as the \_\_\_\_\_ of the TOWN OF LA POINTE, a Wisconsin municipal corporation, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public: \_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ {Seal}

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*



WITNESS WHEREOF, Tenant has duly executed this Amendment to Lease and Memoranda on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**WITNESSES:**

**TENANT:**

**HARMONI TOWERS ASSETCO, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

Parish/County of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_ 202\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of HARMONI TOWERS ASSETCO, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public: \_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

{Seal}

**EXHIBIT "A"**

to

Amendment to Lease and Memoranda

*Legal Description - The Site:*

A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 1 OF SECTION 30, THE NW 1/4 OF THE NW 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 29, T. 50 N., R. 3 W., IN THE TOWN OF LA POINTE, ASHLAND COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

TO LOCATE THE POINT OF BEGINNING, COMMENCE AT A 3" CAPPED IRON PIPE AT THE WEST 1/4 CORNER OF SAID SECTION 29 AND RUN N 00°34'50" E, 1731.25 FEET ON THE WEST LINE OF SAID SECTION 29, TO THE SOUTH LINE OF CSM NO. 346, WHICH IS THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING BY METES AND BOUNDS;

LEAVING SAID WEST LINE, S 89°23'52" E, 21.27 FEET ON SAID SOUTH LINE, TO A 3/4 CAPPED REBAR. THENCE N 01°04'23" E, 55.46 FEET TO A 3/4" CAPPED REBAR. THENCE S 89°23'10" E, 149.98 FEET TO A 3/4" CAPPED REBAR. THENCE S 60°03'55" E, 205.09 FEET TO A 3/4" CAPPED REBAR. THENCE S 00°41'42" W, 326.46 FEET, PASSING THROUGH A 3/4" CAPPED REBAR AT 290.56 FEET, TO THE CENTERLINE OF COUNTY HIGHWAY H. THENCE LEAVING SAID SOUTH LINE AND ON SAID CENTERLINE, S 63°27'50" W, 393.04 FEET TO THE WEST LINE OF SAID SECTION 29. THENCE LEAVING SAID CENTERLINE AND ON SAID WEST LINE, N 00°34'50" E, 121.98 FEET TO A 4" CAPPED IRON PIPE AT THE NORTH 1/16 CORNER ON SAID WEST LINE. THENCE LEAVING SAID WEST LINE AND ON THE SOUTH LINE OF GOVERNMENT LOT 1 OF SAID SECTION 30, N 89°31'58" W, 134.66 FEET. THENCE LEAVING SAID SOUTH LINE, N 01°22'01" E, 429.16 FEET TO A 3/4" CAPPED REBAR AT THE SOUTHWEST CORNER OF LOT 1 OF CSM NO. 346. THENCE ON SAID SOUTH LINE, S 89°23'52" E, 128.77 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 227,220 SQUARE FEET WHICH IS 5.22 ACRES.

**EXHIBIT "B"**

to

Amendment to Lease and Memoranda

Legal Description – Leased Premises:

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 29, T. 50 N., R. 3 W., IN THE TOWN OF LA POINTE, ASHLAND COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

TO LOCATE THE POINT OF BEGINNING, COMMENCE AT A 3" CAPPED IRON PIPE AT THE WEST 1/4 CORNER OF SAID SECTION 29 AND RUN N 00°34'50" E, 1645.81 FEET ON THE WEST LINE OF SAID SECTION 29. THENCE LEAVING SAID WEST LINE, S 89°16'09" E, 62.67 FEET TO A 1" IRON PIPE WHICH IS THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING BY METES AND BOUNDS;

CONTINUE S 89°16'09" E, 30.00 FEET TO A 1" IRON PIPE. THENCE S 00°43'51" W, 49.50 FEET TO A 1" IRON PIPE. THENCE N 89°16'09" W, 30.00 FEET TO A 1" IRON PIPE. THENCE N 00°43'51" E, 49.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,485 SQUARE FEET WHICH IS 0.034 ACRE.

**EXHIBIT "C-1"**

to

Amendment to Lease and Memoranda

*Legal Description -A/UE Area:*

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 29, T. 50 N., R. 3 W., IN THE TOWN OF LA POINTE, ASHLAND COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

TO LOCATE THE POINT OF BEGINNING, COMMENCE AT A 3" CAPPED IRON PIPE AT THE WEST 1/4 CORNER OF SAID SECTION 29 AND RUN N 00°34'50" E, 1325.45 FEET ON THE WEST LINE OF SAID SECTION 29. THENCE LEAVING SAID WEST LINE, N 90°00'00" E, 217.40 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY H, WHICH IS THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING BY METES AND BOUNDS;

N 20°14'57" W, 50.04 FEET. THENCE N 33°29'57" W, 98.05 FEET. THENCE N 42°29'57" W, 97.08 FEET. THENCE N 66°34'57" W, 11.91 FEET. THENCE N 00°43'51" E, 64.97 FEET. THENCE S 89°16'09" E, 20.00 FEET. THENCE S 00°43'51" E, 51.65 FEET. THENCE S 66°34'57" E, 2.86 FEET. THENCE S 42°29'57" E, 102.92 FEET. THENCE S 33°29'57" E, 101.95 FEET. THENCE S 20°14'57" E, 50.16 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY H. THENCE ON SAID NORTHERLY RIGHT OF WAY LINE, S 63°27'50" W, 20.12 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 6,316 SQUARE FEET WHICH IS 0.145 ACRE.

**EXHIBIT "D"**

to  
Amendment to Lease and Memoranda

*Landlord's Additional Property:*

[INSERT IF APPLICABLE]

N/A

(S) TB, TA, A, Clerk, Public

**August 2024 All Alternative Claims Summary:**

<u>Regular Alternative Claims</u>	<u>\$163,230.56</u>
<u>Library Board Approved Claims</u>	<u>\$6,424.50</u>
<b>Total of All Alternative Claims:</b>	<b>\$169,655.06</b>

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Date	Payable to Who	Check #	Amount	Description
8/4/2024	Elan Financial Services (MGK)	#C0950FB1A6	225.43	July Statement
8/4/2024	Elan Financial Services (WJD)	#C1D05F06B1	475.53	July Statement
8/4/2024	Elan Financial Services (TWE)	#C7161BAFAE	624.70	July Statement
8/4/2024	Elan Financial Services (BTS)	#C9D106DAD6	692.96	July Statement
8/4/2024	Elan Financial Services (SS)	#CDBEF837EC	9.35	July Statement
8/5/2024	North Country Assessment Services, LLC	83445	38,700.00	PO#2023-14 Payment 2/3
8/7/2024	Town of La Pointe - Tickets/Swipes	83446	315.00	Ambulance Crew Commute Card
8/7/2024	Elan Financial Services (BTS)	#CAF28F0366	47.94	Missed Amount Due - Keys made
8/8/2024	Xcel Energy	#04043	15.45	Greenwood Cemetery Electric
8/8/2024	Department of the Treasury	#92968196	12285.58	PR#16 FIT
8/8/2024	Wisconsin Department of Revenue	#0892247392	2,401.72	PR#16 SIT
8/8/2024	Empower/Deferred Comp	#1211811714	100.00	PR#16 Deferred Comp
8/23/2024	Securian Financial Group, Inc.	83512	319.95	September Life Insurance
8/23/2024	WI SCTF	83513	140.50	Payroll# 15 Garnishments
8/23/2024	Xcel Energy	#B1C63	279.50	Street Lights July 2024
8/23/2024	Department of the Employee Trust Funds	#011700553	12,044.26	September Health Insurance
8/20/2024	WI Department of Revenue - Sales Tax	#2126101856	2,147.85	July Sales Tax
<b>TOTAL</b>			<b>\$70,825.72</b>	

8/8/2024	Payroll Batch ACH Direct Deposit	#2180692580	40404.28	PR#16 2024
8/8/2024	Brummer, Charles	83471	171.88	PR#16 2024
8/8/2024	Brummer, Paul	83472	125.71	PR#16 2024
8/8/2024	Flockhart, John D	83473	452.80	PR#16 2024
8/8/2024	Hilty, Zach	83474	1,185.15	PR#16 2024
8/8/2024	Soderburg, Heather L	83475	405.86	PR#16 2024
8/8/2024	Whittaker, Alan Dale	83476	46.17	PR#16 2024
<b>TOTAL PAYROLL #16</b>			<b>\$42,791.85</b>	

8/22/2024	Payroll Batch ACH Direct Deposit	#2374688217	42,595.11	PR#17 2024
8/22/2024	Flockhart, John D	83504	357.08	PR#17 2024
8/22/2024	Hilty, Zach	83505	1,014.00	PR#17 2024
8/22/2024	Nelson, Brian H	83506	1,652.66	PR#17 2024
8/22/2024	Ralph, Evan L	83507	1,347.84	PR#17 2024
8/22/2024	Romundstad, Nancy J	83508	69.26	PR#17 2024
8/22/2024	Soderburg, Heather L	83509	505.77	PR#17 2024
8/22/2024	Taylor, Leonora M	83510	69.26	PR#17 2024
8/22/2024	Wiltz, Joseph P	83511	2,002.01	PR#17 2024
<b>TOTAL PAYROLL #17</b>			<b>\$49,612.99</b>	

<b>AUGUST 2024 TOTAL:</b>	<b>\$163,230.56</b>
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# ALTERNATIVE CLAIMS 2024

August 2024

MI Public Library

"MIPL"

Date	Payable to Who	Check #	Amount	Description
8/27/2024	Library Board approved vouchers			
8/30/2024	APG Media of WI/Ashland Daily F	83538	71.31	Community Center Proposal
8/30/2024	Apostle Island Cruises	83539	1,500.00	Basswood Day Hike 8/14/24
8/30/2024	Bayfield Ace Hardware	83540	369.99	Contract 2023
8/30/2024	Bayfield Lumber	83541	87.10	Art Supplies
8/30/2024	Capital One/Wal-Mart	83542	97.28	July Payment
8/30/2024	Chipman, Tracy	83543	375.00	Background Check - rec center employee
8/30/2024	Hippophile Farm, Inc.	83544	1,875.00	Library Charge - Gas rec van
8/30/2024	Madeline Island Yacht Club	83545	150.77	Subscription Fee
8/30/2024	New York Times	83546	48.00	Annual Software Fees
8/30/2024	Norvado, Inc. - Lib	83547	187.50	August billing
8/30/2024	Schuppe, Lauren	83548	145.27	Toner
8/30/2024	Town of La Pointe - MIFL Swipe	83561	1,000.00	Phone Elevator Service
8/30/2024	Wisconsin Elevator Inspection, Ir	83562	207.00	Annual Inspection and Ferry Charge
8/8/2024	Elan Financial Services	#C16313B18B	310.28	July Statement 2024

**AUGUST 2024 TOTAL:**

**\$6,424.50**

MI Public Library Board approved



(5) TB, T.A.A. Clerk Public

9/20/2024 10:13 AM Statement of Revenues & Expenditures - Summary Page: 1

Dated From: 1/01/2024 Fund: 100 - GENERAL FUND ACCT  
Thru: 8/31/2024 Unposted Included

	2024 August	2024 Total
<b>TAXES</b>	878,865.46	2,098,672.20
<b>SPECIAL ASSESSMENTS</b>	11,755.75	12,826.85
<b>INTERGOVERNMENTAL REVENUES</b>		127,423.25
<b>LICENSES AND PERMITS</b>	2,592.80	75,729.84
<b>FINES, FORFEITS AND PENALTIES</b>	440.00	1,359.68
<b>PUBLIC CHARGES FOR SERVICES</b>	76,436.59	400,109.01
<b>INTERGOV'T. CHARGES FOR SERV.</b>	6,645.69	24,977.42
<b>MISCELLANEOUS REVENUES</b>	13,155.25	60,270.17
<b>Total Revenues</b>	<b>989,891.54</b>	<b>2,801,368.42</b>

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Statement of Revenues & Expenditures - Summary

Page: 2  
ACCT

Dated From: 1/01/2024  
Thru: 8/31/2024

Fund: 100 - GENERAL FUND

Unposted Included

	2024 August	2024 Total
GENERAL GOVERNMENT	60,875.42	525,551.88
PUBLIC SAFETY	61,921.34	500,653.56
PUBLIC WORKS	61,825.11	456,848.16
HEALTH AND HUMAN SERVICES	634.12	7,698.41
CULTURE, RECREATION AND EDU.	45,296.10	276,378.42
CONSERVATION AND DEVELOPMENT	5,779.21	132,041.53
Repeater Capital Outlay		105,603.90
Total Expenses	236,331.30	2,004,775.86
Excess of Revenues Over (Under) Expenditures	753,560.24	796,592.56

Unposted Included  
Fund: 100 - GENERAL FUND

Account Number	2024 August	2024 Actual 08/31/2024	2024 Budget	Budget Status	% of Budget
100-00-41110-000-000 GENERAL PROPERTY TAXES	875,926.95	1,970,624.06	1,970,624.00	0.06	100.00
100-00-41150-000-000 FOREST CROPLAND/MFL TAXES	2,899.71	90,206.31	3,625.00	86,581.31	2,488.45
100-00-41210-000-000 PUBLIC ACCOMMODATION TAXES	38.80	34,172.49	225,000.00	-190,827.51	15.19
100-00-41320-000-000 TAXES FROM TAX EX ENTITIES	0.00	3,669.34	2,150.00	1,519.34	170.67
<b>TAXES</b>	<b>878,865.46</b>	<b>2,098,672.20</b>	<b>2,201,399.00</b>	<b>-102,726.80</b>	<b>95.33</b>
100-00-42300-000-000 SPECIAL ASSESSMENTS	11,755.75	12,826.85	8,934.00	3,892.85	143.57
<b>SPECIAL ASSESSMENTS</b>	<b>11,755.75</b>	<b>12,826.85</b>	<b>8,934.00</b>	<b>3,892.85</b>	<b>143.57</b>
100-00-43410-000-000 STATE SHARED REVENUES	0.00	10,493.11	45,806.00	-35,312.89	22.91
100-00-43430-000-000 OTHER STATE SHARED TAXES	0.00	113.28	113.00	0.28	100.25
100-00-43530-000-000 STATE GRANT-LOCL TRNS AI	0.00	75,512.31	93,732.00	-18,219.69	80.56
100-00-43540-000-000 STATE GRANT-RECYCLING	0.00	8,855.46	8,800.00	55.46	100.63
100-00-43550-000-000 LAW ENFORCEMENT TRAINING	0.00	0.00	640.00	-640.00	0.00
100-00-43565-000-000 STATE GRANT - HEALTH SERV	0.00	12,983.78	2,000.00	10,983.78	649.19
100-00-43610-000-000 PYMTS FOR MUNICIPAL SERVICES	0.00	6,340.53	6,365.00	-24.47	99.62
100-00-43620-000-000 IN LIEU OF TAXES 70.113	0.00	8,497.62	8,498.00	-0.38	100.00
100-00-43621-000-000 IN LIEU OF TAXES 70.114	0.00	4,531.70	4,367.00	164.70	103.77
100-00-43650-000-000 FOREST CROPLAND/MFL	0.00	95.46	121.00	-25.54	78.89
<b>INTERGOVERNMENTAL REVENUES</b>	<b>0.00</b>	<b>127,423.25</b>	<b>170,442.00</b>	<b>-43,018.75</b>	<b>74.76</b>
100-00-44002-000-000 Fire # Sign Purchase Zoning	175.00	1,400.00	875.00	525.00	160.00
100-00-44100-000-000 COMMERCIAL BUS & OCCUP LIC	0.00	80.00	305.00	-225.00	26.23
100-00-44110-000-000 LIQUOR & BEVERAGE LICENSE	10.00	6,110.00	6,600.00	-490.00	92.58
100-00-44111-000-000 OPERATOR LICENSES	0.00	432.00	300.00	132.00	144.00
100-00-44112-000-000 CIGARETTE LICENSES	0.00	300.00	400.00	-100.00	75.00
100-00-44113-000-000 SODA LICENSES	0.00	360.00	285.00	75.00	126.32
100-00-44120-000-000 RAT# OTHER BUS & OCCUP LIC	0.00	20.00	100.00	-80.00	20.00
100-00-44210-000-000 DOG LICENSES FEE	0.00	-156.50	70.00	-226.50	-223.57
100-00-44300-000-000 BUILDING & LAND USE PERMITS	1,897.80	15,474.54	12,000.00	3,474.54	128.95
100-00-44400-000-000 ZONING PERMITS AND FEES	510.00	51,709.80	51,500.00	209.80	100.41
<b>LICENSES AND PERMITS</b>	<b>2,592.80</b>	<b>75,729.84</b>	<b>72,435.00</b>	<b>3,294.84</b>	<b>104.55</b>
100-00-45130-000-000 PARKING VIOLATIONS	40.00	220.00	800.00	-580.00	27.50
100-00-45190-000-000 Clerk of Court Fines\penalties	400.00	1,139.68	1,000.00	139.68	113.97
100-00-45195-000-000 FERRY REIMBURSEMENTS	0.00	0.00	600.00	-600.00	0.00
<b>FINES, FORFEITS AND PENALTIES</b>	<b>440.00</b>	<b>1,359.68</b>	<b>2,400.00</b>	<b>-1,040.32</b>	<b>56.65</b>
100-00-46100-000-000 CLERK'S FEES	0.00	409.00	1,450.00	-1,041.00	28.21
100-00-46191-000-000 DATA PROCESSING (COPIES)	21.00	137.00	156.00	-19.00	87.82
100-00-46193-000-000 REPRO/PI REQUESTS THISONE	0.00	12.00	5.00	7.00	240.00
100-00-46210-000-000 LAW ENFORCEMENT FEES	0.00	140.00	260.00	-120.00	53.85
100-00-46230-000-000 AMBULANCE FEES	5,437.03	35,330.61	47,400.00	-12,069.39	74.54
100-00-46330-000-000 PARKING PERMITS	0.00	550.00	0.00	550.00	0.00
100-00-46335-000-000 IMPOUND FEES	0.00	0.00	75.00	-75.00	0.00
100-00-46340-000-000 AIRPORT FEE'S	380.00	2,718.18	2,600.00	118.18	104.55
100-00-46342-000-000 AIRPORT HANGAR LEASES	240.00	29,216.77	28,223.00	993.77	103.52
100-00-46343-000-000 AIRPORT-INDUST ZONE LEASES	0.00	13,511.09	13,845.00	-333.91	97.59
100-00-46344-000-000 AIRPORT - PARKING PERMITS	0.00	1,500.00	1,800.00	-300.00	83.33
100-00-46345-000-000 AIRPORT - TV145 RENTAL	0.00	0.00	275.00	-275.00	0.00

Unposted Included  
Fund: 100 - GENERAL FUND

Account Number	2024 August	2024 Actual 08/31/2024	2024 Budget	Budget Status	% of Budget
100-00-46370-000-000 DOCKS AND HARBORS	9,635.94	12,291.83	71,982.00	-59,690.17	17.08
100-00-46390-000-000 OTHER TRANSPORTATION	0.00	6,224.07	3,150.00	3,074.07	197.59
100-00-46430-000-000 SOLID WASTE DISPOSAL	25,456.00	88,628.00	120,000.00	-31,372.00	73.86
100-00-46540-000-000 CEMETERY FEE'S	400.00	3,650.00	6,525.00	-2,875.00	55.94
100-00-46720-000-000 PARKS FEE'S	33,128.45	191,727.33	248,760.00	-57,032.67	77.07
100-00-46722-000-000 PARKS NMVESSEL FEES	0.00	1,975.00	2,220.00	-245.00	88.96
100-00-46723-000-000 CAMPGROUND - SHOWER REVENU	1,078.00	4,699.56	6,600.00	-1,900.44	71.21
100-00-46724-000-000 PK SHELTER RENT BBTP	125.00	375.00	1,319.00	-944.00	28.43
100-00-46725-000-000 PARKS RENTAL JONI'S/Russell	125.00	375.00	1,514.00	-1,139.00	24.77
100-00-46741-000-000 Events & CELEBRATIONS Permit	-504.46	495.54	900.00	-404.46	55.06
100-00-46742-000-000 Sp Events Reimbursements	0.00	2,353.75	0.00	2,353.75	0.00
100-00-46743-000-000 COMMUNITY CENTER	0.00	750.00	250.00	500.00	300.00
100-00-46900-000-000 OTHER PUB CHGS FOR SERVICES	914.63	3,039.28	4,250.00	-1,210.72	71.51
<b>PUBLIC CHARGES FOR SERVICES</b>	<b>76,436.59</b>	<b>400,109.01</b>	<b>563,559.00</b>	<b>-163,449.99</b>	<b>71.00</b>
100-00-47230-001-000 Services to State Park	0.00	0.00	600.00	-600.00	0.00
100-00-47330-000-000 SERV TO MADELINE SANITARY DI	0.00	0.00	600.00	-600.00	0.00
100-00-47331-000-000 TRANSPORTATION (HYW.&STR	6,645.69	21,227.42	30,000.00	-8,772.58	70.76
100-00-47335-000-000 ASHLAND CTY ZONING INTERMUNI	0.00	2,250.00	3,000.00	-750.00	75.00
100-00-47410-000-000 ASHLAND CTY REIMBURSEMENT	0.00	1,500.00	0.00	1,500.00	0.00
<b>INTERGOV'T. CHARGES FOR SERV.</b>	<b>6,645.69</b>	<b>24,977.42</b>	<b>34,200.00</b>	<b>-9,222.58</b>	<b>73.03</b>
100-00-48100-000-000 INTEREST INCOME	958.39	13,635.10	30,000.00	-16,364.90	45.45
100-00-48130-000-000 Interest on Special Assess	52.02	74.23	0.00	74.23	0.00
100-00-48150-000-000 Ins Recovery Fire/Ambulance	0.00	156.17	0.00	156.17	0.00
100-00-48200-000-000 RENT - TOWER	750.00	6,000.00	9,000.00	-3,000.00	66.67
100-00-48210-000-000 RENT - HEALTH CENTER	0.00	12.00	12.00	0.00	100.00
100-00-48220-000-000 RENT - MRF/EXCHANGE	0.00	6.00	8.00	-2.00	75.00
100-00-48300-000-000 SALE OF HYW.EQUIP. PROPT	0.00	0.00	3,500.00	-3,500.00	0.00
100-00-48305-000-000 SALE OF MRF EQUIPMENT	0.00	0.00	1,000.00	-1,000.00	0.00
100-00-48306-000-000 Sale of SW Materials	0.00	317.52	0.00	317.52	0.00
100-00-48307-000-000 SALE OF RECYCLE MATERIAL	6,921.60	26,175.44	10,000.00	16,175.44	261.75
100-00-48502-000-000 CONTRIB PORTA POTTIE PUMP	1,680.00	5,521.45	7,600.00	-2,078.55	72.65
100-00-48505-000-000 DOCK IMPROV PROJ MIFL CONT	0.00	0.00	50,000.00	-50,000.00	0.00
100-00-48900-000-000 OTHER MISC.REVENUES	2,793.24	8,372.26	9,245.00	-872.74	90.56
<b>MISCELLANEOUS REVENUES</b>	<b>13,155.25</b>	<b>60,270.17</b>	<b>120,365.00</b>	<b>-60,094.83</b>	<b>50.07</b>
100-00-49200-000-000 TRANSFERS FROM OTHER FUNDS	0.00	0.00	140,864.00	-140,864.00	0.00
100-00-49300-000-000 FUND BALANCE APPLIED	0.00	0.00	232,399.00	-232,399.00	0.00
100-00-49500-000-000 PROCEEDS OF LT DEBT	0.00	0.00	312,578.00	-312,578.00	0.00
<b>OTHER FINANCING SOURCES</b>	<b>0.00</b>	<b>0.00</b>	<b>685,841.00</b>	<b>-685,841.00</b>	<b>0.00</b>
<b>Total Revenues</b>	<b>989,891.54</b>	<b>2,801,368.42</b>	<b>3,859,575.00</b>	<b>-1,058,206.58</b>	<b>72.58</b>

Unposted Included  
Fund: 100 - GENERAL FUND

Account Number	2024		2024 Budget	Budget Status	% of Budget
	2024 August	Actual 08/31/2024			
100-00-51100-110-000 TOWN BOARD WAGES	2,410.00	17,354.29	28,360.00	11,005.71	61.19
100-00-51100-130-000 TOWN BOARD FICA	184.37	1,426.00	2,170.00	744.00	65.71
100-00-51100-132-000 TOWN BOARD INSURANCES	0.00	1,250.10	0.00	-1,250.10	0.00
100-00-51100-510-000 TOWN BOARD PROP/LIABILITY INS	0.00	0.00	2,500.00	2,500.00	0.00
100-00-51300-210-000 MUNICIPAL ATTORNEY LEGAL	103.50	14,823.00	53,800.00	38,977.00	27.55
100-00-51400-000-000 General Publishing	7.00	593.78	1,950.00	1,356.22	30.45
100-00-51410-110-000 ADMINISTRATOR WAGES	0.00	54,938.59	84,447.00	29,508.41	65.06
100-00-51410-130-000 TOWN ADMIN FICA	0.00	3,960.86	6,170.00	2,209.14	64.20
100-00-51410-131-000 TOWN ADMIN RETIREMENT	0.00	2,905.21	5,827.00	2,921.79	49.86
100-00-51410-132-000 ADMINISTRATOR INSURANCES	-1,999.23	12,808.98	24,787.00	11,978.02	51.68
100-00-51410-320-000 TOWN ADMIN PUBLICATIONS	0.00	195.76	0.00	-195.76	0.00
100-00-51410-390-000 TOWN ADMIN MISC EXPENSES	330.08	4,274.28	5,186.00	911.72	82.42
100-00-51410-520-000 TOWN ADMIN WORKMAN'S COMP	0.00	138.00	210.00	72.00	65.71
100-00-51420-110-000 CLERK WAGES	1,870.00	13,891.43	22,440.00	8,548.57	61.90
100-00-51420-130-000 CLERK FICA	143.06	1,144.48	1,426.00	281.52	80.26
100-00-51420-131-000 CLERK RETIREMENT	0.00	774.18	1,557.00	782.82	49.72
100-00-51420-132-000 CLERK INSURANCES	1.61	-113.66	1,239.00	1,352.66	-9.17
100-00-51420-310-000 CLERK OFFICE SUPPLIES	0.00	1,778.26	2,510.00	731.74	70.85
100-00-51430-110-000 PERSONNEL WAGES	11,368.13	75,745.75	125,112.00	49,366.25	60.54
100-00-51430-130-000 PERSONNEL FICA	826.89	5,629.11	9,261.00	3,631.89	60.78
100-00-51430-131-000 PERSONNEL RETIREMENT	0.00	3,690.19	8,633.00	4,942.81	42.75
100-00-51430-132-000 PERSONNEL INSURANCES	1,955.15	17,570.37	25,621.00	8,050.63	68.58
100-00-51440-110-000 ELECTIONS WAGES	505.96	1,011.92	3,128.00	2,116.08	32.35
100-00-51440-390-000 ELECTIONS MISC EXPENSES	719.32	902.32	1,940.00	1,037.68	46.51
100-00-51450-311-000 DATA PROC COMPUTER SUPPLIES	169.84	5,498.14	32,493.00	26,994.86	16.92
100-00-51510-211-000 ACCOUNTING AUDITOR	0.00	29,820.00	28,800.00	-1,020.00	103.54
100-00-51511-211-000 Accounting Services	382.50	14,902.50	66,300.00	51,397.50	22.48
100-00-51520-110-000 TREASURER WAGES	907.50	6,741.43	10,890.00	4,148.57	61.90
100-00-51520-130-000 TREASURER FICA	69.43	555.44	833.00	277.56	66.68
100-00-51520-131-000 TREASURER RETIREMENT	0.00	0.00	335.00	335.00	0.00
100-00-51520-132-000 TREASURER INSURANCES	0.00	-375.03	1,225.00	1,600.03	-30.61
100-00-51520-390-000 TREASURER MISC EXPENSES	250.00	1,605.00	4,860.00	3,255.00	33.02
100-00-51520-510-000 TREASURER's Bond	0.00	0.00	4,500.00	4,500.00	0.00
100-00-51530-215-000 ASSMT OF PROPERTY ASSESSOR	38,700.00	138,100.00	77,500.00	-60,600.00	178.19
100-00-51600-110-000 TOWN Crew Labor	367.28	1,174.45	2,239.00	1,064.55	52.45
100-00-51600-220-000 TOWN HALL UTILITIES	556.03	5,431.54	9,668.00	4,236.46	56.18
100-00-51600-240-000 Town HALL REP & MAINT	95.00	370.52	1,600.00	1,229.48	23.16
100-00-51600-295-000 TH Generator	0.00	0.00	500.00	500.00	0.00
100-00-51920-510-000 INSURANCE PROP/LIABILITY INS	0.00	70,879.00	32,402.00	-38,477.00	218.75
100-00-51920-520-000 NONDEPARMENTAL WORKMAN'S C	0.00	4,205.00	1,017.00	-3,188.00	413.47
100-00-51980-390-000 OTHER GEN GOVT MISC EXPENSES	952.00	9,950.69	17,593.00	7,642.31	56.56
100-00-51982-000-000 GREAT LAKES ISLANDS INIT	0.00	0.00	1,610.00	1,610.00	0.00
<b>GENERAL GOVERNMENT</b>	<b>60,875.42</b>	<b>525,551.88</b>	<b>712,639.00</b>	<b>187,087.12</b>	<b>73.75</b>
100-00-52100-110-000 POLICE WAGES	26,005.50	201,838.80	268,491.00	66,652.20	75.18
100-00-52100-130-000 POLICE FICA	1,935.65	15,385.68	20,540.00	5,154.32	74.91
100-00-52100-131-000 POLICE RETIREMENT	0.00	17,188.57	33,759.00	16,570.43	50.92
100-00-52100-132-000 POLICE EMP INSURANCES	2,023.34	16,871.97	36,480.00	19,608.03	46.25
100-00-52100-210-000 POLICE LEGAL	0.00	140.00	4,000.00	3,860.00	3.50
100-00-52100-221-000 POLICE BLDG/PHONE/Maint	268.61	5,218.63	7,776.00	2,557.37	67.11
100-00-52100-293-000 POLICE TOWN LABOR EXP	66.26	823.80	560.00	-263.80	147.11
100-00-52100-294-000 POLICE HIRING EXPENSE	0.00	0.00	500.00	500.00	0.00

Unposted Included  
Fund: 100 - GENERAL FUND

Account Number	2024		2024 Budget	Budget Status	% of Budget
	2024 August	Actual 08/31/2024			
100-00-52100-325-000 POLICE TRAINING	0.00	5,035.43	7,000.00	1,964.57	71.93
100-00-52100-326-000 POLICE UNIFORMS	263.99	494.83	3,000.00	2,505.17	16.49
100-00-52100-340-000 POLICE SUPPLIES	199.00	3,092.54	6,180.00	3,087.46	50.04
100-00-52100-391-000 POLICE ANNUAL CODY EXP	0.00	1,467.00	1,400.00	-67.00	104.79
100-00-52100-400-000 POLICE VEHICLE EXPENSES	846.95	10,042.96	14,800.00	4,757.04	67.86
100-00-52100-405-000 POLICE BIKE PATROL EXPENSE	0.00	0.00	200.00	200.00	0.00
100-00-52100-510-000 POLICE PROP/LIABILTY INSURAN	0.00	0.00	6,775.00	6,775.00	0.00
100-00-52100-520-000 POLICE WORKMAN'S COMP	0.00	5,478.00	9,965.00	4,487.00	54.97
100-00-52100-525-000 POLICE UNEMPLOYMENT COMP	0.00	0.00	1,000.00	1,000.00	0.00
100-00-52200-110-000 FIRE WAGES	2,611.00	2,764.58	41,773.00	39,008.42	6.62
100-00-52200-130-000 FIRE FICA	199.74	227.16	3,196.00	2,968.84	7.11
100-00-52200-131-000 FIRE RETIREMENT	6.55	13,823.40	17,050.00	3,226.60	81.08
100-00-52200-220-000 FIRE UTILITIES	95.37	2,915.80	9,757.00	6,841.20	29.88
100-00-52200-231-000 FIRE VEHICLE/TRUCK MAINT	1,879.76	39,158.08	35,900.00	-3,258.08	109.08
100-00-52200-240-000 FIRE REPAIRS & MAINT OTHER	435.25	7,461.32	8,400.00	938.68	88.83
100-00-52200-293-000 FIRE TOWN LABOR EXPENSE	132.31	1,927.56	560.00	-1,367.56	344.21
100-00-52200-323-000 FIRE TRAINING/EDUCATION	0.00	1,795.34	6,820.00	5,024.66	26.32
100-00-52200-340-000 FIRE GEN SUPPLIES	22.49	163.49	6,050.00	5,886.51	2.70
100-00-52200-346-000 FIRE RESCUE EXPENSE	0.00	1,228.10	15,500.00	14,271.90	7.92
100-00-52200-355-000 FIRE BUILDING EXPENSE	55.14	4,828.05	4,608.00	-220.05	104.78
100-00-52200-365-000 FIRE TURNOUT GEAR	0.00	630.56	5,900.00	5,269.44	10.69
100-00-52200-390-000 FIRE Chief's MISC EXPENSES	31.86	239.81	1,550.00	1,310.19	15.47
100-00-52200-510-000 FIRE INSURANCE	0.00	0.00	6,382.00	6,382.00	0.00
100-00-52200-520-000 FIRE WC LIABILITY	0.00	470.25	1,124.00	653.75	41.84
100-00-52200-810-000 FIRE EQUIPMENT	564.05	5,317.65	14,000.00	8,682.35	37.98
100-00-52300-110-000 AMBULANCE WAGES	14,496.15	92,386.29	141,961.00	49,574.71	65.08
100-00-52300-125-000 AMBULANCE LGNTH OF SERV AWA	0.00	5,676.20	7,925.00	2,248.80	71.62
100-00-52300-130-000 AMBULANCE FICA	1,063.06	6,768.66	10,860.00	4,091.34	62.33
100-00-52300-131-000 AMBULANCE RETIREMENT	19.15	1,831.82	4,611.00	2,779.18	39.73
100-00-52300-220-000 AMBULANCE UTILITIES	67.58	1,648.76	4,105.00	2,456.24	40.16
100-00-52300-230-000 AMBULANCE MAINT Bldg	27.57	2,266.71	1,893.00	-373.71	119.74
100-00-52300-231-000 AMBULANCE VEHICLE/TRUCK MAIN	0.00	4,555.14	6,934.00	2,378.86	65.69
100-00-52300-291-000 AMBULANCE OUTSIDE BILLING	511.97	3,247.68	5,750.00	2,502.32	56.48
100-00-52300-293-000 AMBULANCE TOWN LABOR EXP	66.05	553.71	560.00	6.29	98.88
100-00-52300-323-000 AMBULANCE EDUCATION	860.21	3,230.40	7,602.00	4,371.60	42.49
100-00-52300-327-000 AMBULANCE SAFETY	0.00	0.00	1,680.00	1,680.00	0.00
100-00-52300-341-000 AMBULANCE Meds	0.00	1,735.74	3,260.00	1,524.26	53.24
100-00-52300-349-000 AMBULANCE EXPEND EQUIP & SUF	170.02	1,625.26	4,850.00	3,224.74	33.51
100-00-52300-361-000 AMBULANCE EQUIPMENT REPAIR	9.35	1,621.35	1,050.00	-571.35	154.41
100-00-52300-390-000 AMBULANCE MISC EXPENSES	353.71	372.53	4,968.00	4,595.47	7.50
100-00-52300-510-000 AMBULANCE PROP/LIAB INSURANC	0.00	0.00	3,701.00	3,701.00	0.00
100-00-52300-520-000 AMBULANCE WORKMAN'S COMP	0.00	470.25	477.00	6.75	98.58
100-00-52300-525-000 AMBULANCE UNEMPLOYMENT COM	0.00	0.00	700.00	700.00	0.00
100-00-52300-810-000 AMBULANCE Durable EQUIPMENT	6,633.70	6,633.70	8,908.00	2,274.30	74.47
<b>PUBLIC SAFETY</b>					
	61,921.34	500,653.56	822,791.00	322,137.44	60.85
100-00-53100-110-000 HIGHWAY Admin WAGES	4,343.35	26,725.13	35,357.00	8,631.87	75.59
100-00-53100-130-000 zzzzHIGHWAY FICA	0.00	0.00	18,777.00	18,777.00	0.00
100-00-53100-371-000 HIGHWAY Safety MATERIALS	99.99	1,652.24	3,000.00	1,347.76	55.07
100-00-53110-110-000 Hwy Training Labor	0.00	170.71	7,053.00	6,882.29	2.42
100-00-53110-325-000 STREET ADMIN Supplies	291.15	1,384.97	2,100.00	715.03	65.95
100-00-53200-110-000 COUNTY ROAD H WAGES	353.07	5,319.02	40,496.00	35,176.98	13.13

Unposted Included  
Fund: 100 - GENERAL FUND

Account Number	2024	2024	2024	Budget Status	% of Budget
	August	Actual 08/31/2024	Budget		
100-00-53200-371-000 COUNTY ROAD H MATERIALS	0.00	60.00	1,200.00	1,140.00	5.00
100-00-53210-110-000 ICE/ROADS WAGES	0.00	0.00	8,696.00	8,696.00	0.00
100-00-53210-371-000 ICE ROADS MATERIALS	0.00	3,731.32	33,000.00	29,268.68	11.31
100-00-53210-531-000 ROADS WINDSLED OP PROP EXP	0.00	2,847.87	8,495.00	5,647.13	33.52
100-00-53210-532-000 ROADS WINDSLED TRANS SERV	0.00	0.00	15,000.00	15,000.00	0.00
100-00-53230-110-000 SHOP OPERATIONS WAGES	1,489.21	12,648.21	30,087.00	17,438.79	42.04
100-00-53230-371-000 SHOP OPERATIONS MATERIALS	554.12	3,817.39	6,000.00	2,182.61	63.62
100-00-53300-351-000 ST MAINT & CON BLDG/GROUNDS (	0.00	1,102.10	1,000.00	-102.10	110.21
100-00-53300-357-000 SRE BLDG Rds SHARE 2/3	90.00	8,429.85	8,413.00	-16.85	100.20
100-00-53310-110-000 BRIDGE/CULVERTS WAGES	204.08	5,659.72	11,755.00	6,095.28	48.15
100-00-53310-371-000 Culvert materials	0.00	5,110.91	10,500.00	5,389.09	48.68
100-00-53311-110-000 HWY Roads WAGES	7,271.48	50,436.18	46,878.00	-3,558.18	107.59
100-00-53311-130-000 HWY FICA	1,035.39	8,300.89	18,777.00	10,476.11	44.21
100-00-53311-370-000 HWY ROADWAY Gravel	0.00	0.00	5,000.00	5,000.00	0.00
100-00-53311-371-000 Roads MATERIALS	0.00	32,757.38	34,000.00	1,242.62	96.35
100-00-53311-530-000 HWY RENTS & LEASES	8,950.00	9,278.00	11,000.00	1,722.00	84.35
100-00-53312-235-000 HWY EQUIP MAINT - FUELS/OILS	5,773.88	19,605.05	50,000.00	30,394.95	39.21
100-00-53312-236-000 HWY EQUIP MAINT - PARTS	975.12	10,804.39	20,000.00	9,195.61	54.02
100-00-53312-237-000 HWY EQUIP MAINT - OUTSIDE SUBE	0.00	0.00	2,000.00	2,000.00	0.00
100-00-53313-110-000 ROADMAN Equipment WAGES	1,070.59	13,066.97	18,148.00	5,081.03	72.00
100-00-53313-131-000 ROADMAN RETIREMENT	0.00	8,589.03	17,491.00	8,901.97	49.11
100-00-53313-132-000 RDS EMP INSURANCES	5,621.55	48,358.20	71,528.00	23,169.80	67.61
100-00-53313-220-000 ROADMAN UTILITIES	334.22	6,337.78	12,995.00	6,657.22	48.77
100-00-53313-510-000 ROADMAN PROP/LIABILITY INS	0.00	0.00	13,779.00	13,779.00	0.00
100-00-53313-520-000 ROADMAN WORKMAN'S COMP	0.00	6,894.00	13,545.00	6,651.00	50.90
100-00-53400-000-000 ROAD RELATED FACILITIES	0.00	0.00	2,500.00	2,500.00	0.00
100-00-53410-000-000 LIMITED PURPOSE ROADS	0.00	2,767.60	4,000.00	1,232.40	69.19
100-00-53420-000-000 STREET LIGHTING	279.50	1,956.50	3,540.00	1,583.50	55.27
100-00-53510-110-000 AIRPORT Mgr WAGES	780.00	5,781.43	9,360.00	3,578.57	61.77
100-00-53510-130-000 AIRPORT FICA	59.67	475.06	716.00	240.94	66.35
100-00-53510-220-000 AIRPORT UTILITIES	312.60	5,011.92	6,964.00	1,952.08	71.97
100-00-53510-230-000 Airport MAINTENANCE & Supplies	0.00	100.00	1,500.00	1,400.00	6.67
100-00-53510-238-000 AIRPORT TRACTOR TV 145 EXP	0.00	855.98	2,000.00	1,144.02	42.80
100-00-53510-240-000 AIRPORT Brushing & Land work	3,450.00	5,180.00	4,000.00	-1,180.00	129.50
100-00-53510-293-000 AIRPORT TOWN LABOR EXP	2,919.34	9,615.77	23,726.00	14,110.23	40.53
100-00-53510-295-000 AIRPORT Terminal EXPENSE	0.00	56.14	1,000.00	943.86	5.61
100-00-53510-297-000 AIRPORT INDUSTRIAL ZONE EXP	130.00	936.54	1,000.00	63.46	93.65
100-00-53510-357-000 AIRPORT SRE BLDG SHARE	45.00	474.97	3,350.00	2,875.03	14.18
100-00-53510-510-000 AIRPORT PROP/LIABILITY INS	0.00	0.00	2,969.00	2,969.00	0.00
100-00-53510-520-000 AIRPORT WORKMAN'S COMP	0.00	219.00	392.00	173.00	55.87
100-00-53540-110-000 DOCKS & HARBOR WAGES	0.00	624.64	0.00	-624.64	0.00
100-00-53540-240-000 DOCKS & HARBOR REP & MAINT O1	0.00	5,239.42	7,250.00	2,010.58	72.27
100-00-53540-390-000 Harbor Misc & Insurance Exp	0.00	0.00	842.00	842.00	0.00
100-00-53630-110-000 SOLID WSTE WAGES	3,353.39	24,463.79	40,979.00	16,515.21	59.70
100-00-53630-130-000 SOLID WSTE FICA	256.55	1,940.07	3,386.00	1,445.93	57.30
100-00-53630-131-000 MRF RETIREMENT	0.00	2,175.74	6,897.00	4,721.26	31.55
100-00-53630-132-000 MRF EMP INSURANCES	41.05	315.56	1,002.00	686.44	31.49
100-00-53630-220-000 SOLID WSTE UTILITIES	33.58	1,738.15	4,375.00	2,636.85	39.73
100-00-53630-293-000 MRF TOWN LABOR EXP	33.58	7,974.35	16,738.00	8,763.65	47.64
100-00-53630-298-000 MRF SAFETY ITEMS	29.16	269.14	1,500.00	1,230.86	17.94
100-00-53630-299-000 MRF INTERNAL HAULING EXP	1,126.15	10,528.69	16,927.00	6,398.31	62.20
100-00-53630-381-000 SOLID WSTE DISP EXPENSE	6,844.88	20,564.54	49,000.00	28,435.46	41.97

Unposted Included  
Fund: 100 - GENERAL FUND

Account Number	2024		2024 Budget	Budget Status	% of Budget
	2024 August	Actual 08/31/2024			
100-00-53630-390-000 SOLID WSTE MISC EXPENSES	202.94	402.94	7,000.00	6,597.06	5.76
100-00-53630-400-000 SOLID WSTE VEHICLE EXPENSE	0.00	13,999.35	1,000.00	-12,999.35	1,399.94
100-00-53630-510-000 MRF PROPLIAB INSURANCE	0.00	0.00	4,082.00	4,082.00	0.00
100-00-53630-520-000 MRF WORKMAN'S COMP	0.00	2,340.00	5,748.00	3,408.00	40.71
100-00-53630-810-000 SW EQUIPMENT & Repairs	0.00	3,302.18	3,500.00	197.82	94.35
100-00-53633-000-000 HOUSEHOLD HAZARDOUS WASTE	0.00	0.00	6,078.00	6,078.00	0.00
100-00-53634-000-000 Solid Waste Medical Haz Dispos	0.00	165.00	200.00	35.00	82.50
100-00-53635-110-000 RECYCLING WAGES	3,094.82	19,810.73	50,245.00	30,434.27	39.43
100-00-53635-130-000 RECYCLING FICA	236.75	1,551.02	3,962.00	2,410.98	39.15
100-00-53635-220-000 RECYCLING UTILITIES	100.74	1,612.50	3,394.00	1,781.50	47.51
100-00-53635-230-000 RECYCLING Equip & Repairs	0.00	2,682.90	2,500.00	-182.90	107.32
100-00-53635-323-000 RECYCLING EDUCATION	0.00	0.00	1,549.00	1,549.00	0.00
100-00-53635-381-000 RECYCLING DISPOSAL EXPENSE	0.00	4,197.32	6,462.00	2,264.68	64.95
100-00-53635-390-000 RECYCLING MISC EXPENSES	0.00	2,359.65	3,500.00	1,140.35	67.42
100-00-53635-400-000 RECYCLING VEHICLE EXPENSE	0.00	376.27	500.00	123.73	75.25
100-00-53640-295-000 MRF SITE GROUNDS EXPENSE	0.00	1,657.78	2,500.00	842.22	66.31
100-00-53640-390-000 MRF Composting expenses	0.00	0.00	1,500.00	1,500.00	0.00
100-00-53640-410-000 MRF SITE WEED & NUISANCE CON1	38.21	38.21	400.00	361.79	9.55
<b>PUBLIC WORKS</b>	<b>61,825.11</b>	<b>456,848.16</b>	<b>896,103.00</b>	<b>439,254.84</b>	<b>50.98</b>
100-00-54100-110-000 HEALTH CTR WAGES	86.00	393.25	474.00	80.75	82.96
100-00-54100-130-000 HEALTH CTR FICA	6.49	29.96	36.00	6.04	83.22
100-00-54100-132-000 HEALTH CTR Bldg INSURANCE	0.00	0.00	621.00	621.00	0.00
100-00-54100-344-000 HEALTH CTR OPERATIONS	0.00	0.00	24,000.00	24,000.00	0.00
100-00-54100-355-000 HEALTH CTR BUILDING EXPENSE	0.00	2,385.30	3,281.00	895.70	72.70
100-00-54910-220-000 CEMETERY UTILITIES	15.45	158.15	200.00	41.85	79.08
100-00-54910-290-000 CEMETERY SEXTON EXPENSE	526.18	4,058.65	6,710.00	2,651.35	60.49
100-00-54910-293-000 CEMETERY TOWN LABOR	0.00	158.80	2,045.00	1,886.20	7.77
100-00-54910-356-000 CEMETERY CHAPEL EXPENSE	0.00	454.30	4,000.00	3,545.70	11.36
100-00-54910-390-000 CEMETERY MISC EXPENSES	0.00	60.00	7,075.00	7,015.00	0.85
100-00-54910-510-000 CEMETERY PROP/LIABILITY INS	0.00	0.00	300.00	300.00	0.00
<b>HEALTH AND HUMAN SERVICES</b>	<b>634.12</b>	<b>7,698.41</b>	<b>48,742.00</b>	<b>41,043.59</b>	<b>15.79</b>
100-00-55110-110-000 LIBRARY WAGES	6,348.75	72,030.19	114,742.00	42,711.81	62.78
100-00-55110-130-000 LIBRARY FICA	468.62	5,419.12	9,068.00	3,648.88	59.76
100-00-55110-131-000 LIBRARY RETIREMENT	0.00	4,188.97	7,917.00	3,728.03	52.91
100-00-55110-132-000 LIBRARY EMP INSURANCES	1,957.51	16,629.83	26,357.00	9,727.17	63.09
100-00-55110-230-000 LIBRARY GENERAL MAINTENANCE	394.50	6,726.33	13,798.00	7,071.67	48.75
100-00-55110-293-000 LIBRARY TOWN LABOR	3,163.12	6,568.98	1,424.00	-5,144.98	461.30
100-00-55110-323-000 LIBRARY Education	0.00	200.00	1,000.00	800.00	20.00
100-00-55110-343-000 LIBRARY BOOKS & EQUIP PURCH	76.33	2,751.70	5,000.00	2,248.30	55.03
100-00-55110-344-000 LIBRARY OPERATIONS	163.23	7,375.93	10,670.00	3,294.07	69.13
100-00-55110-510-000 LIBRARY PROP/LIABILITY INS	0.00	0.00	5,217.00	5,217.00	0.00
100-00-55110-520-000 LIBRARY WORKMAN'S COMP	0.00	900.00	969.00	69.00	92.88
100-00-55111-110-000 LIBRARY - REC WAGES	8,275.24	28,596.76	32,623.00	4,026.24	87.66
100-00-55111-130-000 LIBRARY - REC FICA	661.74	1,709.55	0.00	-1,709.55	0.00
100-00-55200-110-000 PARKS WAGES	1,860.00	3,730.00	29,880.00	26,150.00	12.48
100-00-55200-130-000 PARKS FICA	142.27	285.34	2,286.00	2,000.66	12.48
100-00-55200-220-000 PARKS UTILITIES	0.00	2,063.05	5,181.00	3,117.95	39.82
100-00-55200-222-000 PARKS PORTA POTTIES	1,680.00	4,631.45	9,350.00	4,718.55	49.53
100-00-55200-293-000 PARKS TOWN LABOR	264.98	10,168.63	11,511.00	1,342.37	88.34



Unposted Included  
Fund: 100 - GENERAL FUND

Account Number	2024 August	2024 Actual 08/31/2024	2024 Budget	Budget Status	% of Budget
100-00-55200-354-000 PARKS TRAILS EXPENSE	0.00	0.00	1,000.00	1,000.00	0.00
100-00-55200-358-000 PARKS BEAUTIFICATION	0.00	2,310.02	1,000.00	-1,310.02	231.00
100-00-55200-359-000 PARKS RESERVATION SYST FEES	1,250.00	5,859.95	25,533.00	19,673.05	22.95
100-00-55200-390-000 PARKS MISC EXPENSES	976.92	8,999.12	16,641.00	7,641.88	54.08
100-00-55200-400-000 PARKS VEHICLE EXPENSE	0.00	569.66	2,500.00	1,930.34	22.79
100-00-55200-510-000 PARKS PROP/LIABILITY INS	0.00	0.00	8,857.00	8,857.00	0.00
100-00-55200-520-000 PARKS WORKMAN'S COMP	0.00	2,037.00	3,039.00	1,002.00	67.03
100-00-55200-525-000 PARKS UNEMPLOYMENT COMP	0.00	2,059.36	0.00	-2,059.36	0.00
100-00-55250-110-000 BBTP WAGES	10,531.47	45,394.52	58,267.00	12,872.48	77.91
100-00-55250-220-000 BBTP UTILITIES	6,293.82	16,957.89	22,001.00	5,043.11	77.08
100-00-55250-230-000 BBTP GENERAL MAINTENANCE	176.48	3,282.32	5,070.00	1,787.68	64.74
100-00-55250-340-000 BBTP GEN SUPPLIES	154.50	2,311.17	5,130.00	2,818.83	45.05
100-00-55250-342-000 BBTP CLEANING SUPP & GARBAGE	264.54	4,348.71	7,000.00	2,651.29	62.12
100-00-55400-293-000 REC CENTER TOWN LABOR	192.08	2,879.57	3,729.00	849.43	77.22
100-00-55400-355-000 REC CENTER BUILDING EXPENSE	0.00	1,235.67	3,258.00	2,022.33	37.93
100-00-55400-390-000 REC CENTER MISC EXPENSES	0.00	4,157.63	3,500.00	-657.63	118.79
100-00-55400-510-000 REC CENTER PROP/LIABILITY INS	0.00	0.00	612.00	612.00	0.00
<b>CULTURE, RECREATION AND EDU.</b>	<b>45,296.10</b>	<b>276,378.42</b>	<b>454,130.00</b>	<b>177,751.58</b>	<b>60.86</b>
100-00-56200-000-000 COMMUNITY AWARDS	0.00	44.47	0.00	-44.47	0.00
100-00-56300-000-000 PUBLIC ARTS COMMITTEE	0.00	175.00	1,000.00	825.00	17.50
100-00-56400-110-000 ZONING WAGES	5,053.13	23,033.19	32,841.00	9,807.81	70.14
100-00-56400-130-000 ZONING FICA	385.61	1,805.14	2,512.00	706.86	71.86
100-00-56400-132-000 ZONING EMP INSURANCES	0.00	250.02	917.00	666.98	27.26
100-00-56400-292-000 ZONING Legal ORDINANCE REVIEW	259.53	2,324.53	2,400.00	75.47	96.86
100-00-56400-296-000 ZONING Ashland Cty Services	0.00	195.93	1,012.00	816.07	19.36
100-00-56400-320-000 ZONING PUBLICATIONS/Publishing	0.00	170.13	250.00	79.87	68.05
100-00-56400-325-000 ZONING TRAINING	0.00	0.00	200.00	200.00	0.00
100-00-56400-355-000 ZONING BUILDING EXPENSE	39.79	4,067.66	0.00	-4,067.66	0.00
100-00-56400-390-000 ZONING MISC EXPENSES	41.15	355.99	1,338.00	982.01	26.61
100-00-56400-391-000 ZONING - Fire Number Purchase	0.00	115.11	875.00	759.89	13.16
100-00-56400-400-000 ZONING VEHICLE EXPENSE	0.00	129.31	262.00	132.69	49.35
100-00-56400-520-000 ZONING WORKMAN'S COMP	0.00	795.00	1,176.00	381.00	67.60
100-00-56500-000-000 ENERGY COMMITTEE	0.00	0.00	50,000.00	50,000.00	0.00
100-00-56700-000-000 ACCOMMODATIONS TAX TO MICOF	0.00	98,580.05	157,500.00	58,919.95	62.59
<b>CONSERVATION AND DEVELOPMEN</b>	<b>5,779.21</b>	<b>132,041.53</b>	<b>252,283.00</b>	<b>120,241.47</b>	<b>52.34</b>
100-00-57120-000-000 OFFICE EQUIPMENT OUTLAY	0.00	8,424.31	26,783.00	18,358.69	31.45
100-00-57210-000-000 PD CAPITAL OUTLAY	0.00	4,166.08	8,000.00	3,833.92	52.08
100-00-57220-000-000 FIRE PROT CAPITAL OUTLAY	0.00	18,879.64	64,215.00	45,335.36	29.40
100-00-57230-000-000 AMBULANCE	0.00	0.00	13,967.00	13,967.00	0.00
100-00-57324-000-000 HWY EQUIPMENT OUTLAY	0.00	10,117.85	51,200.00	41,082.15	19.76
100-00-57327-000-000 ROADS BUILDING	0.00	0.00	2,400.00	2,400.00	0.00
100-00-57331-000-000 GRAVEL SITE CAPITAL OUTLAY	0.00	31,500.00	0.00	-31,500.00	0.00
100-00-57332-000-000 Local Roads Capital Outlay	0.00	9,221.38	106,500.00	97,278.62	8.66
100-00-57436-000-000 Recycling Bldg Capital Outlay	0.00	13,775.00	9,513.00	-4,262.00	144.80
100-00-57610-000-000 LIBRARY	0.00	0.00	24,000.00	24,000.00	0.00
100-00-57621-000-000 JONI'S BEACH IMPROVEMENTS	0.00	2,637.09	0.00	-2,637.09	0.00
100-00-57710-000-000 ZONING CAPITAL	0.00	0.00	6,000.00	6,000.00	0.00
100-00-57790-000-000 ESB FIRE SITE EXPENSES	0.00	6,882.55	0.00	-6,882.55	0.00

Unposted Included  
Fund: 100 - GENERAL FUND

Account Number	2024 August	2024 Actual 08/31/2024	2024 Budget	Budget Status	% of Budget
<b>Repeater Capital Outlay</b>	0.00	105,603.90	312,578.00	206,974.10	33.78
100-00-58109-610-000 DEBT: BREMER 2019 CAP EQUIP	0.00	0.00	78,994.00	78,994.00	0.00
100-00-58111-610-000 BREMER 2019-2021 TAX LEVY RED	0.00	0.00	7,559.00	7,559.00	0.00
100-00-58112-610-000 BREMER 2020 ESB	0.00	0.00	58,043.00	58,043.00	0.00
100-00-58120-610-000 Bremer 2019:Law Enforce Expens	0.00	0.00	1,142.00	1,142.00	0.00
100-00-58121-610-000 Bremer:2019 Fire ESB+Engine#1	0.00	0.00	19,293.00	19,293.00	0.00
100-00-58122-610-000 Bremer:2019 Ambulance expenses	0.00	0.00	2,434.00	2,434.00	0.00
100-00-58123-610-000 Bremer: 2019 Roads Equipments	0.00	0.00	65,327.00	65,327.00	0.00
100-00-58208-620-000 TOWN DOCK IMPROV INT BREMER	0.00	0.00	10,106.00	10,106.00	0.00
100-00-58209-620-000 BIG ARN'S ROAD INT BREMER BAN	0.00	0.00	3,503.00	3,503.00	0.00
100-00-58220-620-000 Interest:Bremer2019 PD expense	0.00	0.00	87.00	87.00	0.00
100-00-58221-620-000 Interest:Bremer2019 Fire Exp+e	0.00	0.00	1,887.00	1,887.00	0.00
100-00-58222-620-000 Interest:Bremer2019 Amb expens	0.00	0.00	238.00	238.00	0.00
100-00-58223-620-000 Interest:Bremer2019 Rds Equip	0.00	0.00	6,388.00	6,388.00	0.00
100-00-58291-000-000 2019/2020 TAX LEVY REDUCTION I	0.00	0.00	1,302.00	1,302.00	0.00
100-00-58292-000-000 2019-2021 NEW ESB INTEREST BR	0.00	0.00	29,322.00	29,322.00	0.00
<b>DEBT SERVICE</b>	0.00	0.00	285,625.00	285,625.00	0.00
<b>Total Expenses</b>	236,331.30	2,004,775.86	3,784,891.00	1,780,115.14	52.97
<b>Net Totals</b>	753,560.24	796,592.56	74,684.00	-721,908.56	1,066.62

Dated From: 1/01/2024  
Thru: 8/31/2024

Fund: 100 - GENERAL FUND

	Debit	Credit
CASH AND MARKETABLE SECURIT	1,296,759.55	
TAXES & SPEC. ASSMT. RECV'B		1,799,785.96
ACCOUNTS RECEIVABLE	708,395.29	
DUE FROM OTHER GOVERNMENTS		
INVENTORIES AND PREPAYMENTS	207,699.93	
<b>TOTAL ASSETS</b>	<b>413,068.81</b>	
ACCOUNTS PAYABLE		43,286.39
DUE TO OTHER GOVERNMENTS	3,193,948.92	
DUE TO OTHER FUNDS		
DEFERRED REVENUES		60.00
Undefined Level		2,000.00
LONG-TERM DEBT		2,176,772.31
<b>TOTAL LIABILITY</b>	<b>971,830.22</b>	
RETAINED EARNINGS		53,884.40
FUND BALANCES		488,351.21
<b>TOTAL FUND EQUITY</b>		<b>542,235.61</b>
2024 Revenues		2,766,739.28
2024 Expenditures	1,924,075.86	

9/20/2024 10:17 AM

Balance Sheet Summary Report

Page: 2  
ACCT

Dated From: 1/01/2024  
Thru: 8/31/2024

Fund: 100 - GENERAL FUND

	Debit	Credit
<b>GRAND TOTALS</b>	3,308,974.89	3,308,974.89

Dated From: 1/01/2024  
Thru: 8/31/2024

Fund: 100 - GENERAL FUND

Account Number		Debit	Credit
100-00-11100-000-000	TREASURER'S WORKING CASH	1,268,250.28	
100-00-11200-000-000	Tax Collections Account	12,903.73	
100-00-11300-000-000	Flex/Section 125 Account	13,668.24	
100-00-11301-000-000	LIFEQUEST COLLECTIONS ACCT.		
100-00-11302-000-000	LIB SAV ACCOUNT - FOR PAYPAL	302.47	
100-00-11303-000-000	SAVINGS-DESIGNATED FUNDS		
100-00-11304-000-000	PayPal Airport QR Savings	784.83	
100-00-11800-000-000	PETTY CASH-TOWN HALL	200.00	
100-00-11801-000-000	PETTY CASH-LIBRARY	100.00	
100-00-11802-000-000	PETTY CASH-SOL WASTE/RECYCLING	250.00	
100-00-11803-000-000	Petty Cash - Parks	300.00	
<b>CASH AND MARKETABLE SECURIT</b>		<b>1,296,759.55</b>	
100-00-12100-000-000	PROPERTY TAXES RECEIVABLE		1,778,484.76
100-00-12110-000-000	LOTTERY CREDIT		10,706.70
100-00-12115-000-000	FIRST DOLLAR CREDIT		
100-00-12310-000-000	DELINQ PERSONAL PROPERTY TAXES		
100-00-12320-000-000	OUTSTANDING PP - 2019/2020		80.47
100-00-12321-000-000	OUTSTANDING PP - 2020/2021	80.47	
100-00-12322-000-000	Outstanding PP - 2021/2022	139.37	
100-00-12323-000-000	Outstanding PP - 2022/2023		7,316.76
100-00-12324-000-000	Outstanding PP - 2023/2024		3,417.11
100-00-12641-000-000	FOREST CROP LAND		
<b>TAXES &amp; SPEC. ASSMT. RECV'B</b>			<b>1,799,785.96</b>
100-00-13100-000-000	CUSTOMER ACCOUNTS RECEIVABLE	25,086.29	
100-00-13200-000-000	GASB 87-New Cell Tower Lease R	165,348.00	
100-00-13242-000-000	GASB 87-Hangar Leases Rec	87,542.00	
100-00-13243-000-000	GASB 87-Ind Lot Leases Rec	32,534.00	
100-00-13270-000-000	GASB 87-Dock leases Rec	397,885.00	
100-00-13400-000-000	MI Ferry - Note receivable		
<b>ACCOUNTS RECEIVABLE</b>		<b>708,395.29</b>	
100-00-14200-000-000	DUE FROM OTHR GOVT'S/GRANT REC		
100-00-14201-000-000	Note: Due from MIFL		
<b>DUE FROM OTHER GOVERNMENTS</b>			
100-00-16110-000-000	INVENTORY	155,114.00	
100-00-16200-000-000	PREPAID EXPENSES	52,585.93	

Dated From: 1/01/2024  
Thru: 8/31/2024

Fund: 100 - GENERAL FUND

Account Number		Debit	Credit
<b>INVENTORIES AND PREPAYMENTS</b>		207,699.93	
<b>TOTAL ASSETS</b>		413,068.81	
100-00-21100-000-000	ACCOUNTS PAYABLE	934.28	
100-00-21101-000-000	Oasis Payroll Liability	1,904.96	
100-00-21102-000-000	Accrued Payroll - BT		
100-00-21511-000-000	SS/MEDICARE TAXES PAYABLE		10,766.37
100-00-21512-000-000	FEDERAL W/H TAXES PAYABLE		4,585.22
100-00-21513-000-000	STATE TAX W/H TAX PAYABLE		2,712.83
100-00-21520-000-000	WRS PAYABLE		13,579.73
100-00-21521-000-000	ADD'L RETIREMENT CONTRIB		
100-00-21530-000-000	HEALTH INSURANCE PAYABLE		4,346.84
100-00-21531-000-000	DEFERRED COMP PAYABLE		
100-00-21532-000-000	GARNISHMENT		801.27
100-00-21533-000-000	LIFE/DISABILITY PAYABLE		320.59
100-00-21535-000-000	SEC 125 FLEX PLAN DEDUCTION		9,012.78
<b>ACCOUNTS PAYABLE</b>			43,286.39
100-00-24213-000-000	SALES TAX DUE STATE	11,543.46	
100-00-24310-000-000	DUE TO COUNTY LEVY	1,148,073.43	
100-00-24350-000-000	FC/MFL/SEV./WITHDRAWAL		
100-00-24600-000-000	DUE TO SPEC PURPOSE DIST LEVY		1,440.00
100-00-24610-000-000	Due to School District	1,981,867.95	
100-00-24620-000-000	DUE TO TECHNICAL COLLEGE	53,904.08	
<b>DUE TO OTHER GOVERNMENTS</b>		3,193,948.92	
100-00-25100-000-000	DUE TO Other FUNDS		
<b>DUE TO OTHER FUNDS</b>			
100-00-26100-000-000	OVERPAID RE TAX		60.00
<b>DEFERRED REVENUES</b>			60.00
100-00-28100-000-000	LIFEQUEST BANKING ACCOUNT		2,000.00
<b>Undefined Level</b>			2,000.00
100-00-29010-000-000	Unearned Revenue - BT		116,180.00
100-00-29011-000-000	Ensuing year tax levy roll rev		
100-00-29012-000-000	Unavailable Rev - MIFL Contrib		

Dated From: 1/01/2024  
 Thru: 8/31/2024

Fund: 100 - GENERAL FUND

Account Number		Debit	Credit
100-00-29013-000-000	Unavailable Revenue - General		
100-00-29200-000-000	DEFERRED TAX REVENUE		1,377,283.31
100-00-29201-000-000	Deferred Revenues		
100-00-29202-000-000	BETP Advance Deposits		
100-00-29920-000-000	GASB 87-Deferred lease New Twr		165,348.00
100-00-29942-000-000	GASB 87-Deferred Leases Hangrs		87,542.00
100-00-29943-000-000	GASB 87-Deferred Leases Ind Lt		32,534.00
100-00-29970-000-000	GASB 87-Deferred Leases Docks		397,885.00
<b>LONG-TERM DEBT</b>			<b>2,176,772.31</b>
<b>TOTAL LIABILITY</b>		<b>971,830.22</b>	
100-00-33100-000-000	GENERAL FUND UNDESIGNATED		53,884.40
100-00-33110-000-000	General Fund Designated		
<b>RETAINED EARNINGS</b>			<b>53,884.40</b>
100-00-34100-000-000	TOWN ADMIN & EQUIP FUND		
100-00-34105-000-000	TOWN ADMIN ARP FUNDING		
100-00-34106-000-000	Legal Donations Fund		400.00
100-00-34150-000-000	FIRE DEPT TRUCK DESIGN FUND		
100-00-34151-000-000	FIRE DEPT EQUIP DESIGN FUNDS		
100-00-34152-000-000	FIRE DEPT FUND - 66.0608		
100-00-34153-000-000	ESB FIRE RECOVERY FUND		
100-00-34156-000-000	ESB FIRE DEPT VEH INS 81.6%		
100-00-34157-000-000	ESB FIRE INS BLDG CONTENTS		
100-00-34200-000-000	LIBRARY GENERAL DESIGN FUNDS		
100-00-34201-000-000	LIB SCHOLARSHIP DESIGN FUND		
100-00-34202-000-000	LIB COUNTY GRANT DESIGN FUND		
100-00-34203-000-000	NWLS GRNT COLLECT. DEV		
100-00-34207-000-000	LIBRARY - PAT DEBARY FUND		
100-00-34209-000-000	LIB-ELEVATOR DESIGNATED FUND		
100-00-34210-000-000	LIBRARY - MATERIALS FUND		
100-00-34212-000-000	LIB-SKI PROG/CARP/WINTER REC		
100-00-34213-000-000	LIB-ART PURCHASE FUND		
100-00-34215-000-000	LIB-BCEF FUND		
100-00-34218-000-000	LIBRARY - LEGACY FUND		
100-00-34219-000-000	LIBRARY - REC PROGRAM FUNDS		
100-00-34220-000-000	LIBRARY - PACE WOODS FUND		
100-00-34221-000-000	Library ARPA-DPI Grant Fund		
100-00-34250-000-000	AMBULANCE REPLACEMENT DESIGN F		
100-00-34251-000-000	ACT 102 GRANT DESIGN FUND EMS		

Dated From: 1/01/2024  
Thru: 8/31/2024

Fund: 100 - GENERAL FUND

Account Number		Debit	Credit
100-00-34252-000-000	DONATIONS/EMT TRAIN DES FUND		
100-00-34253-000-000	AMBULANCE EQUIP DESIGN FUNDS		
100-00-34254-000-000	AMBULANCE FUND - 66.0608		
100-00-34300-000-000	UNRES/UNDESG FUND BALANCE		487,951.21
100-00-34301-000-000	REC CENTER DES FUND DONATIONS		
100-00-34303-000-000	BALL FIELD DESIGNATED FUNDS		
100-00-34350-000-000	SQUAD CAR REPLACEMENT DESIGN F		
100-00-34351-000-000	LAW ENFORCEMENT COMM DESIGN F		
100-00-34352-000-000	LAW ENFORCE - BIKE PATROL FUND		
100-00-34401-000-000	WINTER TRANS DESIGN. FUND		
100-00-34404-000-000	SOLAR ARRAY DON/SPONSORSHIPS		
100-00-34406-000-000	MRF Fund		
100-00-34450-000-000	JONI DUNN MEM PARK DES FUND		
100-00-34451-000-000	PARKS DESIGNATED FUND		
100-00-34452-000-000	PARKS - BBTP		
100-00-34500-000-000	CEMETERY DESIGNATED FUND		
100-00-34550-000-000	MICOFC FIREWORKS DONATION FUND		
100-00-34560-000-000	Affordable Housing Fund		
100-00-34561-000-000	Comp Plan Steering Committee		
100-00-34562-000-000	Community Awards Committee		
100-00-34563-000-000	Energy Committee		
100-00-34564-000-000	Public Arts Committee		
100-00-34600-000-000	ZONING & PLANNING CAPITAL		
<b>FUND BALANCES</b>			<b>488,351.21</b>
<b>TOTAL FUND EQUITY</b>			<b>542,235.61</b>
	2024 Revenues		2,766,739.28
	2024 Expenditures	1,924,075.86	
<b>GRAND TOTALS</b>			<b>3,308,974.89</b>



**MADELINE ISLAND FERRY LINE**

100 MAIN ST PO BOX 66  
LA POINTE WI 54850-0066

<b>CUSTOMER NO.</b>	<b>QUOTE NO.</b>	<b>DATE</b>	<b>CONTACT</b>
1263091	217835	5/22/2024	
<b>PHONE NO.</b>	<b>FAX NO.</b>	<b>EMAIL</b>	
<b>MODEL</b>	<b>MAKE</b>	<b>SERIAL NO.</b>	
C18	AA	TNA05441	
<b>UNIT NO.</b>	<b>WO NO.</b>	<b>P.O. NO.</b>	
<b>Note</b>			

**SEGMENT: 01** OVERHAUL ENGINE (520 1000)  
NOTES:

**Parts**

Description	Qty	Unit Sell	Unit Disc	Ext Price
CAP SCREW	4	0.52		2.08
PLATE THRUST	1	62.36		62.36
STUD TAPER	12	15.29		183.48
SPACER	12	25.50		306.00
SEAL O RING	2	8.53		17.06
SEAL O RING	1	9.12		9.12
SEAL-O-RING	1	38.15		38.15
SEAL O RING	1	12.20		12.20
SEAL O RING	1	26.41		26.41
BOLT 12PT	10	24.10		241.00
BOLT 12PT	16	21.91		350.56
GASKET	6	5.67		34.02
SEAL O RING	1	6.75		6.75
SEAL-DRAINBA	1	19.85		19.85
BOLT-HEX HEA	2	0.88		1.76
SEAL-O-RING	1	4.34		4.34
CLAMP AS-COM	1	191.16		191.16
SEAL O RING	1	1.24		1.24
SEAL O RING	1	1.24		1.24
FILTER AS FU	2	26.97		53.94
FILTER AS-LU	2	42.98		85.96
SEAL-O-RING	1	4.73		4.73
PUMP G WATER	1	973.67		973.67
Core	1	786.99		0.00
HEAD GP CYL	1	5,367.97		5,367.97

Core	1	4,702.45	0.00
CARTRIDGE GP	1	4,300.12	4,300.12
Core	1	1,061.97	0.00
INJ GP FUEL	6	807.31	4,843.86
Core	6	265.84	0.00
SEAL-O-RING	1	4.60	4.60
SEAL-O-RING	2	4.60	9.20
SEAL-O RING	3	5.11	15.33
SEAL-O RING	1	5.11	5.11
SEAL-O RING	1	5.11	5.11
WASHER-HARD	2	18.34	36.68
GASKET	1	76.29	76.29
SEAL-O-RING	1	5.51	5.51
SEAL-O-RING	1	5.99	5.99
SEAL-O-RING	2	5.99	11.98
SEAL-O-RING	1	6.75	6.75
SEAL	3	59.85	179.55
GASKET	1	114.47	114.47
SEAL	1	123.45	123.45
SEAL-O-RING-	2	1.17	2.34
SEAL-O-RING-	1	1.17	1.17
SEAL O RING	1	1.62	1.62
LOCK NUT	12	7.36	88.32
HOSE (BULK)	20	0.25	5.00
SEAL-O-RING	1	6.62	6.62
VALVE GP-CHE	1	161.24	161.24
SEAL-O-RING	4	5.19	20.76
SEAL-O-RING	24	29.58	709.92
CLAMP-BAND	4	5.60	22.40
BRIDGE-VALVE	12	36.79	441.48
BOLT-12 POIN	12	17.34	208.08
GASKET	1	43.61	43.61
HOSE	1	20.62	20.62
HOSE	1	47.26	47.26
CM HOSE BULK	20	1.25	25.00
CM HOSE BULK	155	0.47	72.85
CLAMP AS-TUR	1	57.79	57.79
SEAL-WATER	24	4.06	97.44
SEAL	1	1.48	1.48
SEAL	1	1.48	1.48
SEAL	1	16.20	16.20
SEAL	1	16.20	16.20
HOSE	1	47.98	47.98
HOSE-HUMP	1	98.34	98.34
HARNESS AS-W	1	230.55	230.55
CAP AS	2	23.24	46.48
PUMP GP-WATE	1	1,559.91	1,559.91
SEAL	1	3.33	3.33
SEAL	1	2.95	2.95
SEAL	1	2.95	2.95

GASKET AS KT	1	256.23	256.23
O RING	1	24.53	24.53
WASHER	26	1.69	43.94
GASKET	1	30.74	30.74
WASHER	12	0.46	5.52
SEAL O RING	2	3.44	6.88
SEAL O RING	3	3.44	10.32
SEAL-O-RING	2	6.24	12.48
SEAL-O-RING	1	6.24	6.24
SEAL O RING	1	8.29	8.29
WIPER	4	15.09	60.36
SEAL O RING	1	1.06	1.06
GASKET	1	3.36	3.36
REGULATOR	1	74.23	74.23
REGULATOR	1	61.42	61.42
REGULATOR	1	61.42	61.42
STUD	4	12.55	50.20
SEAL	2	3.31	6.62
SEAL	1	25.49	25.49
SEAL O RING	1	1.31	1.31
SEAL O RING	2	33.81	67.62
SEAL-O-RING	1	9.47	9.47
SEAL O RING	1	1.91	1.91
SEAL O RING	1	2.19	2.19
SEAL	1	7.35	7.35
SEAL O RING	1	11.88	11.88
SEAL	1	1.45	1.45
SEAL	2	1.45	2.90
SEAL	1	5.25	5.25
SEAL	1	5.25	5.25
SEAL	1	1.34	1.34
SEAL O RING	1	1.37	1.37
SEAL O RING	1	1.37	1.37
SEAL-O-RING	1	1.11	1.11
SEAL	1	1.24	1.24
SEAL-O-RING	1	30.60	30.60
CLAMP	4	12.17	48.68
CLAMP	8	12.17	97.36
WASHER	4	2.29	9.16
BOLT	6	1.82	10.92
CLAMP	12	17.83	213.96
SEAL	1	26.40	26.40
BRAKE CLEANER	24	3.84	92.16

**Total Time and Material Parts: 23,202.00**

**Labor**

Item Number	Description	Qty	Ext Price
MAF	MARINE FLD	100	16,900.00

**Total Time and Material Labor: 16,900.00**

**Misc**

Ext Price

2,500.00

Total Time and Material Misc:

2,500.00

Segment 01 Total:

42,602.00

SEGMENT: 99 DAILY TRUCK (056 7006)  
NOTES:

**Parts**

Description	Qty	Unit Sell	Unit Disc	Ext Price
<b>Total Time and Material Parts:</b>				0.00

**Misc**

Ext Price

3,900.00

Total Time and Material Misc:

3,900.00

Segment 99 Total:

3,900.00

Total Segments:

46,502.00

MISC CHARGE - SF6 1,014.00

MISC CHARGE - SF3 696.06

SUB TOTAL (BEFORE TAXES) 48,212.06

PO#: \_\_\_\_\_ Authorized Name: \_\_\_\_\_ (signature)

Date: \_\_\_\_\_ (print)

*Thank you for this opportunity to serve your company*

**CONTACT INFORMATION:**

Prepared by: Bethany Basley Phone: (715) 817-2540 Email: bethany.basley@fabickcat.com Fax:

- This estimate will expire 30 days from the estimate date.
- Price excludes Freight Charges, Operating Supplies/EPA Fees and Overtime.
- Terms: Net 30
- Sales Taxes where applicable are not included with the above prices.

**Terms and Conditions**

BY SIGNATURE ABOVE, I certify that I am the owner or owner's agent, and authorize Fabick, its employees, subcontractors or consultants to perform the inspection, maintenance or repairs described above to include the provision and use of necessary materials required to accomplish the described work scope. I further authorize Fabick to operate the equipment, or any part therein described for the purpose of testing and/or inspection. I understand that payment for all work performed is due in full upon completion.

Upon acceptance, this quote becomes a legal agreement between you (either an individual or the entity you are authorized to represent) and Fabick. Further, signing certifies the information provided is true and correct, and that the signer is authorized to charge this purchase as noted. Fabick reserves the right to reject a partial or modified

quote. You may cancel an accepted quote until the work is started. Once started, work may be stopped at anytime. Partially completed work will be billed based on Time and Materials at Fabick's prevailing rate. Additional handling and storage fees may apply to work partially completed or work temporarily put on hold.

**EQUIPMENT HAVING INSTALLED FIRE SUPPRESSANT SYSTEMS:** During course of repair work it may become necessary to deactivate or disturb mechanical and/or electrical components of the fire suppression system. Reactivation of the fire suppressant system is the responsibility of the customer and should be undertaken before machine operations. Fabick CAT accepts no responsibility for the reactivation, testing or operation of the fire suppressant system.

**STANDARD WARRANTY:** Parts for this repair are warranted as indicated by the manufacturer from the date of invoice. In addition, Fabick CAT's standard labor warranty of 90 days will apply. Full warranty statements, including limitations and exclusions, are available from any Fabick facility. Ask your service representative about additional or enhanced warranty availability.

**THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE. REMEDIES FOR THESE WARRANTIES ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES AS SPECIFIED HEREIN. IN NO EVENT WILL EITHER CATRPIILLAR OR FABICK BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**CORE CHARGES:** Core charges will be returned to customer upon acceptance of the core by Caterpillar.

**OVERTIME:** Overtime can be added at customers request charged at Fabick's prevailing overtime rate.

**PARTS POLICY:** This quote does not include any un-salvageable parts. Parts will be set aside for customer approval before replacement.

**TURNAROUND TIME:** Fabick will not be responsible for circumstances outside of its control. If delays are experienced, the customer will be contacted. In no event will Fabick or subsidiaries be liable for any direct or indirect damages (including, without limitation, lost profits, lost savings or other incidental or consequential damages) arising out of the use or inability to use the machine, even if Fabick or subsidiaries has been advised of the possibility of such loss.

**MADLINE ISLAND FERRY LINE**

100 MAIN ST PO BOX 66  
LA POINTE WI 54850-0066

<b>CUSTOMER NO.</b>	<b>QUOTE NO.</b>	<b>DATE</b>	<b>CONTACT</b>
1263091	217796	5/21/2024	
<b>PHONE NO.</b>	<b>FAX NO.</b>	<b>EMAIL</b>	
<b>MODEL</b>	<b>MAKE</b>		<b>SERIAL NO.</b>
C18	AA		0TNA05436
<b>UNIT NO.</b>	<b>HOURS</b>	<b>WO NO.</b>	<b>P.O. NO.</b>
	1226		
<b>Note</b>			

**SEGMENT: 01** OVERHAUL ENGINE (520 1000)  
NOTES:

**Parts**

Description	Qty	Unit Sell	Unit Disc	Ext Price
CAP SCREW	4	0.52		2.08
PLATE THRUST	1	62.36		62.36
STUD TAPER	12	15.29		183.48
SPACER	12	25.50		306.00
SEAL O RING	2	8.53		17.06
SEAL O RING	1	9.12		9.12
SEAL-O-RING	1	38.15		38.15
SEAL O RING	1	12.20		12.20
SEAL O RING	1	26.41		26.41
BOLT 12PT	10	24.10		241.00
BOLT 12PT	16	21.91		350.56
GASKET	6	5.67		34.02
SEAL O RING	1	6.75		6.75
SEAL-DRAINBA	1	19.85		19.85
BOLT-HEX HEA	2	0.88		1.76
SEAL-O-RING	1	4.34		4.34
CLAMP AS-COM	1	191.16		191.16
SEAL O RING	1	1.24		1.24
SEAL O RING	1	1.24		1.24
FILTER AS FU	2	26.97		53.94
FILTER AS-LU	2	42.98		85.96
SEAL-O-RING	1	4.73		4.73
PUMP G WATER	1	973.67		973.67
Core	1	786.99		0.00
HEAD GP CYL	1	5,367.97		5,367.97

Core	1	4,702.45	0.00
CARTRIDGE GP	1	4,300.12	4,300.12
Core	1	1,061.97	0.00
INJ GP FUEL	6	807.31	4,843.86
Core	6	265.84	0.00
SEAL-O-RING	1	4.60	4.60
SEAL-O-RING	2	4.60	9.20
SEAL-O RING	3	5.11	15.33
SEAL-O RING	1	5.11	5.11
SEAL-O RING	1	5.11	5.11
WASHER-HARD	2	18.34	36.68
GASKET	1	76.29	76.29
SEAL-O-RING	1	5.51	5.51
SEAL-O-RING	1	5.99	5.99
SEAL-O-RING	2	5.99	11.98
SEAL-O-RING	1	6.75	6.75
SEAL	3	59.85	179.55
GASKET	1	114.47	114.47
SEAL	1	123.45	123.45
SEAL-O-RING-	2	1.17	2.34
SEAL-O-RING-	1	1.17	1.17
SEAL O RING	1	1.62	1.62
LOCK NUT	12	7.36	88.32
HOSE (BULK)	20	0.25	5.00
SEAL-O-RING	1	6.62	6.62
VALVE GP-CHE	1	161.24	161.24
SEAL-O-RING	4	5.19	20.76
SEAL-O-RING	24	29.58	709.92
CLAMP-BAND	4	5.60	22.40
BRIDGE-VALVE	12	36.79	441.48
BOLT-12 POIN	12	17.34	208.08
GASKET	1	43.61	43.61
HOSE	1	20.62	20.62
HOSE	1	47.26	47.26
CM HOSE BULK	20	1.25	25.00
CM HOSE BULK	155	0.47	72.85
CLAMP AS-TUR	1	57.79	57.79
SEAL-WATER	24	4.06	97.44
SEAL	1	1.48	1.48
SEAL	1	1.48	1.48
SEAL	1	16.20	16.20
SEAL	1	16.20	16.20
HOSE	1	47.98	47.98
HOSE-HUMP	1	98.34	98.34
HARNESS AS-W	1	230.55	230.55
CAP AS	2	23.24	46.48
PUMP GP-WATE	1	1,559.91	1,559.91
SEAL	1	3.33	3.33
SEAL	1	2.95	2.95
SEAL	1	2.95	2.95

GASKET AS KT	1	256.23	256.23
O RING	1	24.53	24.53
WASHER	26	1.69	43.94
GASKET	1	30.74	30.74
WASHER	12	0.46	5.52
SEAL O RING	2	3.44	6.88
SEAL O RING	3	3.44	10.32
SEAL-O-RING	2	6.24	12.48
SEAL-O-RING	1	6.24	6.24
SEAL O RING	1	8.29	8.29
WIPER	4	15.09	60.36
SEAL O RING	1	1.06	1.06
GASKET	1	3.36	3.36
REGULATOR	1	74.23	74.23
REGULATOR	1	61.42	61.42
REGULATOR	1	61.42	61.42
STUD	4	12.55	50.20
SEAL	2	3.31	6.62
SEAL	1	25.49	25.49
SEAL O RING	1	1.31	1.31
SEAL O RING	2	33.81	67.62
SEAL-O-RING	1	9.47	9.47
SEAL O RING	1	1.91	1.91
SEAL O RING	1	2.19	2.19
SEAL	1	7.35	7.35
SEAL O RING	1	11.88	11.88
SEAL	1	1.45	1.45
SEAL	2	1.45	2.90
SEAL	1	5.25	5.25
SEAL	1	5.25	5.25
SEAL	1	1.34	1.34
SEAL O RING	1	1.37	1.37
SEAL O RING	1	1.37	1.37
SEAL-O-RING	1	1.11	1.11
SEAL	1	1.24	1.24
SEAL-O-RING	1	30.60	30.60
CLAMP	4	12.17	48.68
CLAMP	8	12.17	97.36
WASHER	4	2.29	9.16
BOLT	6	1.82	10.92
CLAMP	12	17.83	213.96
SEAL	1	26.40	26.40
BRAKE CLEANER	24	3.84	92.16
<b>Total Time and Material Parts:</b>			<b>23,202.00</b>

**Labor**

Item Number	Description	Qty	Ext Price
MAF	MARINE FLD	100	16,900.00
<b>Total Time and Material Labor:</b>			<b>16,900.00</b>

**Misc**



Ext Price

2,500.00

Total Time and Material Misc:

2,500.00

Segment 01 Total:

42,602.00

SEGMENT: 99 DAILY TRUCK (056 7006)  
NOTES:

**Parts**

Description	Qty	Unit Sell	Unit Disc	Ext Price
<b>Total Time and Material Parts:</b>				0.00

**Misc**

Ext Price

3,900.00

Total Time and Material Misc:

3,900.00

Segment 99 Total:

3,900.00

Total Segments:

46,502.00

MISC CHARGE - SF6 1,014.00

MISC CHARGE - SF3 696.06

SUB TOTAL (BEFORE TAXES) 48,212.06

PO#: \_\_\_\_\_ Authorized Name: \_\_\_\_\_ (signature)

Date: \_\_\_\_\_ (print)

*Thank you for this opportunity to serve your company*

**CONTACT INFORMATION:**

Prepared by: Bethany Basley Phone: (715) 817-2540 Email: bethany.basley@fabickcat.com Fax:

- This estimate will expire 30 days from the estimate date.
- Price excludes Freight Charges, Operating Supplies/EPA Fees and Overtime.
- Terms: Net 30
- Sales Taxes where applicable are not included with the above prices.

**Terms and Conditions**

BY SIGNATURE ABOVE, I certify that I am the owner or owner's agent, and authorize Fabick, its employees, subcontractors or consultants to perform the inspection, maintenance or repairs described above to include the provision and use of necessary materials required to accomplish the described work scope. I further authorize Fabick to operate the equipment, or any part therein described for the purpose of testing and/or inspection. I understand that payment for all work performed is due in full upon completion.

Upon acceptance, this quote becomes a legal agreement between you (either an individual or the entity you are authorized to represent) and Fabick. Further, signing certifies the information provided is true and correct, and that the signer is authorized to charge this purchase as noted. Fabick reserves the right to reject a partial or modified

quote. You may cancel an accepted quote until the work is started. Once started, work may be stopped at anytime. Partially completed work will be billed based on Time and Materials at Fabick's prevailing rate. Additional handling and storage fees may apply to work partially completed or work temporarily put on hold.

**EQUIPMENT HAVING INSTALLED FIRE SUPPRESSANT SYSTEMS:** During course of repair work it may become necessary to deactivate or disturb mechanical and/or electrical components of the fire suppression system. Reactivation of the fire suppressant system is the responsibility of the customer and should be undertaken before machine operations. Fabick CAT accepts no responsibility for the reactivation, testing or operation of the fire suppressant system.

**STANDARD WARRANTY:** Parts for this repair are warranted as indicated by the manufacturer from the date of invoice. In addition, Fabick CAT's standard labor warranty of 90 days will apply. Full warranty statements, including limitations and exclusions, are available from any Fabick facility. Ask your service representative about additional or enhanced warranty availability.

**THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE. REMEDIES FOR THESE WARRANTIES ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES AS SPECIFIED HEREIN. IN NO EVENT WILL EITHER CATRPIILLAR OR FABICK BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**CORE CHARGES:** Core charges will be returned to customer upon acceptance of the core by Caterpillar.

**OVERTIME:** Overtime can be added at customers request charged at Fabick's prevailing overtime rate.

**PARTS POLICY:** This quote does not include any un-salvageable parts. Parts will be set aside for customer approval before replacement.

**TURNAROUND TIME:** Fabick will not be responsible for circumstances outside of its control. If delays are experienced, the customer will be contacted. In no event will Fabick or subsidiaries be liable for any direct or indirect damages (including, without limitation, lost profits, lost savings or other incidental or consequential damages) arising out of the use or inability to use the machine, even if Fabick or subsidiaries has been advised of the possibility of such loss.

**From:** Sarah Schram  
**Sent:** Monday, September 16, 2024 1:42 PM  
**To:** Dorgene Goetsch  
**Cc:** Alex Smith  
**Subject:** Updated Ambulance Director Job Description  
**Attachments:** UPDATED AMBULANCE DIRECTOR JOB DESCRIPTION.doc

Hello Dorgene,  
I've attached an updated Ambulance Director Job Description for Town Board's approval. Cindy Dalzell will be resigning effective Nov. 1<sup>st</sup>. I intend to take over (officially) as Director and the Service will formally vote on the position Oct. 9<sup>th</sup>, 2024. For now, this is the easiest way for me to keep the service going during this large transition. If any Town Board have any further questions, please feel free to contact me via phone or email.  
Thanks,  
Sarah Schram

# APPOINTED OFFICIAL JOB DESCRIPTION

\*\*\*\*\*

## AMBULANCE DIRECTOR

**Immediate Supervisor:**

Town Administrator

**Classification:**

Appointed Official

The Ambulance Director is appointed by the Town Board as recommended by the entire Ambulance Service. The Director represents the EMS organization at state, county, city and town government levels, and must have the ability to exercise sound judgment and make decisions during emergency or stressful situations.

It is desired that the Director is a member of the Ambulance Service. If no EMT wants to serve as Director, it is up to the Town Board to appoint a director (whether a member of the Ambulance Service or not.)

### **I. DUTIES:**

- A. Serves as head of the Ambulance Service and has the ultimate responsibility for the day-to-day operations of the service. Enforces Town and Department policies and procedures.
- B. Supervises EMT's, EMRs and Drivers—has the direct responsibility for their actions.
- C. Serves as the link between the ambulance crew and the Town Administrator. Works with other Town Emergency Services and Public Works directors on planning and implementation of issues related to the ambulance service and/or general welfare of the Island community.
- D. Conducts himself/herself in a professional manner and maintains a positive community attitude toward the Madeline Island Ambulance Service.
- E. Attends meetings as required.
  1. Organizes, attends, and conducts the monthly Ambulance Service meetings. Sets agenda and prepares meeting materials.
  2. Attends at least 3 Bayfield-Ashland County EMS Council monthly meetings in the calendar year.
  3. Organizes, attends and conducts training meetings monthly during the months of October through April.

4. Organizes and facilitates the refresher course for all EMT's and EMR's.
5. Organizes and facilitates the CPR refresher.

F. Operations:

1. Maintains Policy & Procedures Manual as written by the Medical Director and Medical Advisory Committee of the Bayfield-Ashland EMS Council.
2. Submits written monthly report to the Town Board.
3. Submits hourly report for Director.
4. Maintains, accesses and protects confidential patient records in accordance with HIPPA regulations.
5. Sets up Monthly on-call schedule, updates and distributes.
6. Monitors on-call schedule to ensure 24/7 coverage remains.
7. Distributes updated Policy and Procedures Manual to each EMT during refresher class.
8. Fills out Monthly Vouchers for members on-call schedule.

G. Supplies/ Durable Equipment

1. Coordinates purchases and repairs of all patient assessment equipment and patient handling equipment etc.
2. In coordination with the entire EMT service, maintains inventory of expendable supplies for the ambulance, and EMT bags. Maintains an adequate stock of spare supplies on hand, shopping for the best price.
3. In coordination with the entire EMT service, purchases durable equipment based on research and specific needs unique to service.

H. Maintenance

1. Coordinates all vehicle maintenance and repair.
2. Maintains and coordinates repair of radios/ telephone dispatch equipment.

J. Licensure:

1. Coordinates with service members regarding licensure for EMT Basic and EMRs (both initial and renewal), CPR, Advanced Skills, and Ambulance Service Provider license.
2. Ensures that all EMS personnel receive adequate training to meet applicable federal, state, and local requirements.

K. Budget and Funding:

1. Coordinates Department budget by preparing budget worksheets and attending budget workshops. Track budget and spending within budget limits on a monthly basis.
2. Prepares Funding Assistance Program (ACT 102) applications and reports.
3. Coordinates preparation of vouchers for services and supplies.
4. Oversees ambulance run reporting and ambulance run coding for billing. Assists hired billing agency with ambulance billings.
5. Submits monthly compensation vouchers for all members of Ambulance Service.
6. Researches and writes grant applications on behalf of the service.

J. Personnel:

1. Recruits and screens new personnel; schedules and assigns duties.

**II. Qualifications:**

A. Possession of a valid Driver's license.

This position description has been prepared to assist in defining job responsibilities, physical demands, working conditions, and skills needed to perform essential functions. It is not intended as a complete list of duties, responsibilities, and/or essential functions. This description is not intended to limit or modify the right of any supervisor to assign, direct, and control the work of employees under supervision. The Town of La Pointe retains and reserves any and/or all rights to change, modify, amend, add to or delete from any section of this document as it deems, in its judgment, to be proper.

I have read and do understand the duties and responsibilities for the position of the Ambulance Director for the Town of La Pointe.

---

Employee Signature

Date

**Town of La Pointe  
Public Arts Committee  
Wednesday July 10, 2024  
4:00 pm at Town Hall/Zoom  
Draft Minutes**

Members present: Mary Atmore; Chair, Peg Bertel, Robin Trinko Russell and Sally Brown  
Members absent: Maddie Rupp  
Staff present: Michael Kuchta, Town Administrator  
Public present: Margo Binsfield, Cassidy Curtis-Lugo, Marmie Jotter and Nancy Lyver

**1. Call to Order/Roll Call**

The Public Arts Committee meeting was called to order by Mary Atmore at 4:03 pm.

**2. Public comment**

Margo stated she was the one who originally brought the idea to Peg about painting the porta potty's at the Pocket Park. She said she her intention was for them to be painted green to blend into the trees, not to have art painted on them to draw attention. Mary stated that if the artwork being painted on does not happen, specific paint color recommendations should be taken up with the Public Works Director.

**3. Minutes of the following meetings to be considered for approval:**

**A. May 8, 2024**

Motion by Robin to approve the minutes as presented, seconded by Sally, all ayes.  
Motion Carried.

**4. Committee Projects Discussion – identify and prioritize**

**A. Porta potty beautification**

**1. Meeting with artists & timetable-grant extension**

Lengthy discussion with artists regarding types of paint, budget and timeline. Consensus that artists will coordinate their schedules (preferably painting on Tuesday mornings) and will relay their schedule to Town Hall. Artists will purchase their own paint supplies and be reimbursed by the Town with grant monies. Marmie and Nancy will paint the Pocket Park porta potty's, consulting with Margo on design and Cassidy will paint the Casper Trail porta potty.

**B. Make Music Day recap**

Peg gave an overview of the events that took place and thought things went well for being the first attempt and rainy weather. Sally was able to attend a couple of events and enjoyed them.

**C. Sidewalk Art – ideas and timetable**

Mary gave an overview of this idea for Cassidy. Maddie is heading up this project. Mary will check with Sharon about being put on the list of events for Fall Fest.

**D. Social media accounts – Maddie**

No report.



## **E. New Ideas**

### **5. Discussion re committee future**

#### **A. Focus large vs. small projects**

Consensus to continue to focus on small projects.

#### **B. Overlap with other arts organizations**

#### **C. Revisit merger with La Pointe Center idea**

Motion by Sally to further explore merger with La Pointe Center for the Arts, second by Peg, all ayes. Motion Carried.

#### **D. Meeting schedule**

#### **E. Other ideas**

Peg suggested the committee put regular articles in the Gazette to keep the public informed of meetings, projects and to solicit ideas.

### **6. Recommendations to Town Board**

### **7. Public Comment**

Thank you to Peg and Sally for all the work they've done for this committee.

### **8. Set next Meeting Agenda and Date.**

Next regular meeting date scheduled for Wed. 9/11/24 at 4 pm.

### **9. Adjourn**

Motion by Sally to adjourn, seconded by Peg, all ayes. Motion Carried.

Minutes taken from recording and submitted by Dorgene Goetsch, Clerical Assistant  
Minutes approved as presented 9/11/24. D. Goetsch, Clerical Assistant

**TOWN OF LA POINTE**  
**Board of Harbor Commissioners**  
**THURSDAY September 5<sup>th</sup>, 2024**  
**9:00 a.m. at Town Hall and via Zoom**  
**Approved Minutes**

**Commissioners Present:** Michael Collins, Zach Montagne, Susan Widmar, Glenn Carlson, Jay Wiltz, Evan Erickson Jr.

**Commissioners Absent:** Pete Ross

**Staff Present:** Katie Kisner, Chief Administrative Officer, Lauren Burtaux, Commission Secretary

**Public Present:** Robin Trinko-Russell, Cal Linehan, Charley Brummer

1. Call to Order: Meeting called to order by Z. Montagne at 9:00am.
2. Roll Call: All members, staff and public present as listed above.
3. Public Comment A\*: None.
4. Minutes – 8/29/24: Motion by M. Collins to approve the minutes, seconded by S. Widmar. Z. Montagne notes a change on #7 to change the word draining to drainage, all in favor, motion carries.
5. Committees – Updates
  - a. President: None.
  - b. Communications: None.
  - c. Incoming Public Communications:
    - i. E. Ellis suggested via email to give all volunteer emergency service members free ferry as with the schoolteachers. Consensus that there is a different way to give thanks to those in the emergency services.
    - ii. S. Widmar received a text message from someone that the ferry cannot take a credit card without a chip in it, which is inconvenient for people. It was noted that the ferry office can take a payment with a credit card without a chip.
  - d. Other: Nothing.
6. Chief Administrative Officer Report – Katie Kisner: Discussion on K. Kisner attending the Passenger Vessel Association annual meeting in Michigan with MIFL, Dockside roof repair, special hazards boat discussion. Motion by E. Erickson to place the report on file, seconded by M. Collins, all in favor, motion carried.
7. Refrigerator Truck Updates: There are a few issues with the truck such as the cooler fan does not work properly, it needs a lift gate and needs a larger box. ~~The commission should consider selling it and getting one that fits our needs better.~~ *Should the commission consider selling it and getting one that fits our needs better?* This discussion will be continued at the next meeting.

8. Bayfield School District Contract 2024-25: Discussion on chaperones for extra curriculars. G. Carlson motions to table this topic, seconded by Z. Montagne, all in favor, motion carried.
9. Approval of Bills: Motion by G. Carlson to approve all bills and payments to town in the amount of \$201,359.47, seconded by M. Collins, all in favor, motion carried.
  - a. MIFL Expenses
  - b. Payments to Town
10. Future Agenda Items: Town credit card approval for Katie Kisner, continued discussion on fridge truck, Bayfield school district contract, Middle Road Easement (Greg Nelson)
11. Meeting Dates: Thursday, September 19<sup>th</sup> at 9am.
12. Public Comment B\*\*:
  - a. E. Erickson brought up an email from E. Ellis regarding lack of seating for the morning trip on September 3<sup>rd</sup> with students as the passenger cabin was full and there was not a passenger van on the boat. C. Linehan ensured that they would try to have a passenger van for those morning runs with the school kids for extra seating.
  - b. C. Linehan: Smaller carts are now available, suggestion boxes will be placed on both sides soon, and the Madeline will be departing on September 12<sup>th</sup> for Fraser Shipyards for repairs.
13. Adjourn: Motion by M. Collins to adjourn, seconded by G. Carlson, all in favor, motion carried. Meeting adjourned at 9:55am.

Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.

Minutes approved with small change in italics on Thursday September 19<sup>th</sup>, L. Burtaux.

(5) TB, TA, A, Clerk, Public

**Town of La Pointe  
Island Collaborative Task Force  
Monday July 15, 2024  
5 pm at Town Hall  
Minutes**

Members present: Sue Brenna, Nathan Holst, Sam Dobson, Michael Childers and Michael Collins.

Public present: Glenn Carlson, Town Board Chair

**1. Call to order/Roll Call and introductions**

The Island Collaborative Task Force meeting was called to order by Sue at 5:02 pm.

**2. Public Comment**

Glenn thanked everyone for agreeing to serve on this task force which is charged with coming up with the structure for the Island Collaborative.

**3. Administrative Tasks**

**A. Elect Chair**

M. Collins nominates M. Childers as Chair, seconded by Sam, all ayes. Motion Carried.

**B. Elect Vice-Chair**

M. Collins nominated Sue as Vice-Chair, seconded by Sam, all ayes. Motion Carried.

**C. Set regular meeting time**

The next meeting will be scheduled for Tue. 9/17/24 @ 5pm.  
No regular meeting time was set.

**4. Task Force objectives and next steps**

- General discussion of each person’s ideas of what the Island Collaboration could look like, other institutions who work with community development and how to approach.
- M. Collins suggested everyone read over the Town’s Comprehensive Plan.
- Topics for the next meeting will include
  - Goal/Mission conversation
  - Inventory/grouping of organizations
  - Inventory of community development models

**5. Adjourn.**

Motion by M. Collins to adjourn, seconded by Sam, all ayes. Motion Carried.

Minutes taken from recording and submitted by Dorgene Goetsch, Clerical Assistant.  
Minutes approves as presented 9/17/24. D. Goetsch, Clerical Assistant

**REGULAR LIBRARY BOARD MEETING**

**Tuesday August 27, 2024**

**5:00 PM Meeting Zoom**

**Minutes**

**Members present:** Keith Ryskoski (President), Marilyn Hartig, Mary Whittaker, Peggy Ross, Paula Wurst and Mike Peterson (*arrived at 5:10 pm*)

**Members absent:** Kerrey Andreas

**Staff present:** Lauren Schuppe, Library Director

The Madeline Island Library Board meeting was called to order by Keith at 5:03 pm.

**I. Public Comment**

**II. Minutes**

**A. Regular Library Board Meeting July 16, 2024**

Motion by Mary to approve the above minutes as presented, seconded by Paula, all ayes. Motion Carried.

**III. Financials**

**A. Sign Directors Timesheet**

Timesheet submitted for weeks ending 7/20/24, 8/3/24 and 8/17/24.

Motion by Peggy to approve signing director's timesheets as presented, seconded by Marilyn, all ayes. Motion Carried.

**B. Approve Bills**

Elan Financial Services	\$ 310.28
New York Times	48.00
Norvado	187.50
APG Media	71.31
Apostle Island Cruises	1,500.00
Bayfield Ace Hardware	369.99
Bayfield Lumber	87.10
Capital One/Wal-Mart	97.28
Tracy Chipman	375.00
Hippophile Farm	1,875.00
Madeline Island Yacht Club	150.77
Lauren Schuppe	145.27
Town of La Pointe – MIFL Swipe	1,000.00
WI Elevator Inspections	207.00

Motion by Peggy to approve paying bills as presented, seconded by Mary, all ayes. Motion Carried.

**IV. Ongoing Projects**

**A. FriendsCircle**

**1. Report from Board Liaison Kerrey Andreas**

Lauren reported that the Garden Party on 8/21 was a success with approx. 25 people attending.

The group is looking for a member who is tech savvy to help streamline Little Green Light.

**B. Library Community Center RFP**

**1. Discuss and Review RFP Submissions**

Lauren gave an overview and background on the two companies, Baker Street Consulting Group (\$36,000) and EQT by design (\$40,000 + travel) who submitted proposals. Lauren also noted that the grant money received to pay for the study was \$8,000. Discussion regarding the potential Bayfield School referendum and it's impacts on this project and need for additional funds.

**2. Recommend a Proposal to the Town Board**

Tabled until more information is gathered.

Consensus to get this information to the Town Board and ask question about availability of Town funds and status/interest of the Island Collaborative.

**V. Directors Report**

- The Xerox copier will need to be replaced soon.
- Lauren will apply for the Pace Woods grant for the Little Learners program, applications are due 9/1.
- Summer rec invoices are being tallied and Lauren hopes to get these figures to accounting by the end of the week so families can be billed.
- Still waiting to hear on the Town's budget timeline.
- Starting to look at Winter Rec programming including makerspace time with the after-school program and a winter sewing club.
- Cody Castillo has started adult movie nights.

**A. Discuss Elevator Repairs and Maintenance Contract**

Two urgent repairs (emergency lights - \$2,960 and door sensor \$3422) are needed for the elevator to pass inspection. Further discussion will be needed on how to fund future repairs as this elevator is no longer being built and parts are hard to find.

Motion by Mary to approve the elevator repairs, seconded by Paula, all ayes.  
Motin Carried.

**VI. Future Agenda Items – budget and revisit RFP**

**Adjourn:**

Motion by Mike to adjourn, seconded by Mary, all ayes. Motion Carried.

Minutes taken from recording and submitted by Dorgene Goetsch, Clerical Assistant.

Minutes approved as presented 9/17/24. D. Goetsch, Clerical Assistant

**TOWN OF LA POINTE**  
**Board of Harbor Commissioners**  
**THURSDAY July 18<sup>th</sup>, 2024**  
**8:00 a.m. at Town Hall and via Zoom**  
**Approved Minutes**

**Commissioners Present:** Michael Collins, Zach Montagne, Susan Widmar, Glenn Carlson, Jay Wiltz, Evan Erickson Jr.

**Commissioners Absent:** Pete Ross

**Staff Present:** Lauren Burtaux, Harbor Commission Secretary, Katie Kisner, Chief Administrative Officer.

1. Call to Order: Meeting called to order at 8am by Z. Montagne.
2. Roll Call: All members and staff present as listed above.
3. Public Comment A: None.
4. Minutes – 7/11/24: Motion by M. Collins to approve minutes as presented, seconded by E. Erickson, all in favor, motion carried.
5. Committees – Updates
  - a. President: None.
  - b. Communications: G. Carlson was introduced to a consultant who focuses on freight and logistics planning and grants who recently completed a study that concentrated on viable candidates for ferry electrification within the Great Lakes.
  - c. Incoming Public Communications: None.
  - d. Other: None.
6. Chief Administrative Officer Report – Katie Kisner: Discussion on topics on report including UPS payment issues, claim against the Town/Harbor Commission for damaged windshield, and potential purchase of a refrigerator truck. Motion by Z. Montagne to put the report on file, seconded by S. Widmar, all in favor, motion carried.
7. Bayfield School District Contract: The contract as been approved by the Harbor Commission ~~and the Bayfield School District~~. *The Bayfield School District has yet to approve the contract*. The commission is waiting to hear back from MIFL, LLC.
8. Consideration of New Attorney: Tabled; waiting for proposal.
9. Late Boat Schedule for 2024/2025 School Year: Motion by G. Carlson to ask MIFL to continue 7pm boats through Thanksgiving 2024, seconded by M. Collins, all in favor, motion carried.
10. MIFL Operating Budget Workshop: Motion by S. Widmar to go into closed session to discuss the MIFL operating budget, seconded by M. Collins, roll call vote, 6 ayes, motion carried. Meeting in closed session at 8:50am.

Motion by M. Collins to go back into open session, seconded by J. Wiltz, all in favor, motion carried. Meeting in open session at 10:21am.

This meeting may, upon duly made motion, be convened in closed session under State Statute 19.85 (1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. If the Commission goes into closed session; it will reconvene in open session before adjourning.

11. Approval of Bills: Motion by M. Collins to approve the two bills, one for AimClear, LLC for \$922.00 and the second for MIFL, LLC for June reimbursement expenses \$140,155.20, seconded by E. Erickson, all in favor, motion carried.
12. Future Agenda Items: Claim against town for damaged windshield, school district contract, new attorney contract, freight building parking lot repairs/paving job, refrigerated truck purchase, travel policy, budget discussion.
13. Meeting Dates: Thursday, August 1<sup>st</sup> at 9am; potential for special meeting before that date.
14. Public Comment B: None.
15. Adjourn: Motion by M. Collins to adjourn, seconded by J. Wiltz, all in favor, meeting adjourned at 10:42am.

Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.

Minutes approved with corrections in italics on Thursday, August 1<sup>st</sup>, 2024, L. Burtaux.



10/23/24, 11:00 AM, 10/23/24, 11:00 AM

**TOWN OF LA POINTE**  
**Board of Harbor Commissioners**  
**TUESDAY July 23<sup>rd</sup>, 2024**  
**4:30 p.m. at Town Hall and via Zoom**  
**Special Meeting**  
**Approved Minutes**

**Commissioners Present:** Michael Collins, Zach Montagne, Susan Widmar, Glenn Carlson, Jay Wiltz, Evan Erickson Jr., Pete Ross

**Staff Present:** Lauren Burtaux, Harbor Commission Secretary, Katie Kisner, Chief Administrative Officer

**Public Present:** Alex Smith, Lilah Guertin, Lauren Schuppe

1. Call to Order: Meeting called to order at 4:30pm by Z. Montagne.
2. Roll Call: All commissioners, staff and public present as listed above.
3. Public Comment A\*: None.
4. Discussion and Consideration to Purchase or Lease a Refrigerated Vehicle: Motion by G. Carlson to recommend a purchase for a truck up to \$25,000, seconded by P. Ross, discussion on the pros and cons of leasing versus purchasing and the options available, all in favor, motion carried.
5. Approval of Bills: Motion by Z. Montagne to table the approval of reimbursement until receipts are available, seconded by M. Collins, all in favor, motion carried.
6. Meeting Dates: Thursday, August 1<sup>st</sup> at 9am.
7. Public Comment B\*\*: Paul Brummer commented on the time of the meeting.
8. Adjourn: Motion by Z. Montagne to adjourn, seconded by M. Collins, all in favor, motion carried. Meeting adjourned at 4:48pm.

Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.  
Minutes approved as presented on Thursday, August 1<sup>st</sup>, 2024, L. Burtaux.

**TOWN OF LA POINTE**  
**Board of Harbor Commissioners**  
**THURSDAY August 1<sup>st</sup>, 2024**  
**9:00 a.m. at Town Hall and via Zoom**  
**Approved Minutes**

**Commissioners Present:** Michael Collins, Zach Montagne, Susan Widmar, Glenn Carlson, Jay Wiltz, Evan Erickson Jr., Pete Ross

**Staff Present:** Lauren Burtaux, Harbor Commission Secretary, Katie Kisner, Chief Administrative Officer

**Public Present:** Michael Childers, Cal Linehan, Charley Brummer

1. Call to Order: Meeting called to order at 9am by Z. Montagne.
2. Roll Call: All members and staff present as listed above.
3. Public Comment A\*: Z. Montagne thanks E. Erickson for his time in picking up the refrigerator truck and for allowing his personal trailer to be used to transport goods.
4. Minutes – 7/18/24 & 7/23/24: Motion by G. Carlson to approve with discussion, seconded by M. Collins, G. Carlson notes a change on the minutes from 7/18/24, item #7, that the school board has not yet approved the school district contract for student transportation, all in favor, motion carried.
5. Committees – Updates
  - a. President: None.
  - b. Communications: None.
  - c. Incoming Public Communications: None.
  - d. Other: None.
6. Chief Administrative Officer Report – Katie Kisner: Discussion of ridership numbers, policy of liabilities when handling customer packages, July budget numbers. Motion by G. Carlson to put the CAO report on file, seconded by S. Widmar, all in favor, motion carried.

Motion by G. Carlson to move #13 to next item, seconded by M. Collins, all in favor, motion carried. Item #13: MIFL Crew Boat Discussion moved to next topic.

13. MIFL Crew Boat Discussion: Cal Linehan informed the commission of the need for a crew boat to help take the captains and crew to the right side for their shifts, or to help with repairs when needed. Discussion of insurance, parking, and details using the vessel. Motion by G. Carlson to have the harbor commission attorney review the contract, seconded by M Collins, S. Widmar abstains, 6ayes, motion carried.

Motion by Z. Montagne to move back to #7, seconded by E. Erickson, all in favor. Motion carried.

7. Consider Blank Rome LLP Engagement Letter: Motion by G. Carlson to accept the proposal as presented, seconded by J. Wiltz, all in favor, motion carried.
8. Bayfield School District Contract Discussion: Discussion on record of student ridership. Motion by G. Carlson to table this topic, seconded by Z. Montagne, motion carried.
9. Travel Policy: Motion by M. Collins to approve the Harbor Commission adopting the town's travel policy, seconded by G. Carlson, all in favor, motion carried. Discussion to adjust the travel policy to tailor to MIFL, LLC, to be reviewed at the next meeting.
10. Approve Use of Town Chair and Treasurer Signature Stamp for MIFL Utility Checks: Motion by Z. Montagne to approve, seconded by M. Collins, all in favor, motion carried.
11. Action on Claim Against Town/Harbor Commission: Motion by E. Erickson to deny the claim regarding a broken car windshield due to an oversized, heavy package getting put into someone's car at the freight building, seconded by S. Widmar, all in favor, motion carried.
12. Freight Building Parking Lot Pavement Project: E. Erickson is going to have conversations with the public works director about getting quotes and options.
14. MIFL Operating Budget Workshop: G. Carlson proposed to form a budget committee.
15. Approval of Bills: Motion by G. Carlson to approve all bills in the total of \$122,497.35, seconded by M. Collins, all in favor, motion carried.
16. Future Agenda Items: MIFL freight building parking lot project, budget committee, MIFL crew boat discussion.
17. Meeting Dates: Thursday, August 8<sup>th</sup> at 9am.
18. Public Comment B\*\*\*: Charley Brummer noted that the staff at the freight building are helpful when needed.
19. Adjourn: Motion by Z. Montagne to adjourn, seconded by G. Carlson, all in favor, motion carried. Meeting adjourned at 10:15am.

Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.  
Minutes approved as presented on Thursday, August 8th, 2024, L. Burtaux.

**TOWN OF LA POINTE**  
**Board of Harbor Commissioners**  
**THURSDAY August 8<sup>th</sup>, 2024**  
**9:00 a.m. at Town Hall and via Zoom**  
**Approved Minutes**

**Commissioners Present:** Michael Collins, Zach Montagne, Susan Widmar, Glenn Carlson, Jay Wiltz, Evan Erickson Jr., Pete Ross

**Staff Present:** Lauren Burtaux, Harbor Commission Secretary, Katie Kisner, Chief Administrative Officer

**Public Present:** Michael Childers, Paul Brummer, Robin Trinko-Russell (9:26am), Cal Linehan (9:26am)

1. Call to Order: Meeting called to order at 9am by Z. Montagne.
2. Roll Call: All members, staff and public present as listed above.
3. Public Comment A\*: Paul Brummer requests the harbor commission meetings are held in the evening.
4. Minutes – 8/1/24: Motion by M. Collins to approve the minutes as presented, seconded by E. Erickson, all in favor, motion carried.
5. Committees – Updates
  - a. President: None.
  - b. Communications: None.
  - c. Incoming Public Communications: None.
  - d. Other: None.
6. Chief Administrative Officer Report – Katie Kisner: Motion by Z. Montagne to place the report on file, seconded by E. Erickson, all in favor, motion carried.
7. Bayfield School District Contract Discussion: Waiting for the school board to approve current drafted contract.
8. Travel Policy Review for MIFL: Motion by Z. Montagne to approve with discussed changes, seconded by S. Widmar, all in favor, motion carried.
9. Freight Building Parking Lot Pavement Project: E. Erickson is waiting to hear back from Northwoods Paving.
10. MIFL Crew Boat Contract – Update: The contract is being review by the harbor commission lawyer.
11. Formation of MIFL Operating Budget Committee: Motion by G. Carlson to appoint E. Erickson, Z. Montagne, and S. Widmar on the budget committee for 2025 budget season.
12. Approval of Bills: None.

13. Future Agenda Items: Freight building parking lot project, crew boat contract update, school district contract, approval of 2024 budget.
14. Meeting Dates: Thursday, August 15<sup>th</sup> at 9am.
15. Public Comment B\*\*: None.
16. Adjourn: Motion by Z. Montagne to adjourn, seconded by M. Collins, all in favor, motion carried. Meeting adjourned at 9:32am.

Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.  
Minutes approved as presented on Thursday, August 15, 2024, L. Burtaux.

10/17, 10/18, 10/19, 10/20, 10/21, 10/22, 10/23, 10/24, 10/25, 10/26, 10/27, 10/28, 10/29, 10/30, 10/31, 11/1, 11/2, 11/3, 11/4, 11/5, 11/6, 11/7, 11/8, 11/9, 11/10, 11/11, 11/12, 11/13, 11/14, 11/15, 11/16, 11/17, 11/18, 11/19, 11/20, 11/21, 11/22, 11/23, 11/24, 11/25, 11/26, 11/27, 11/28, 11/29, 11/30, 12/1, 12/2, 12/3, 12/4, 12/5, 12/6, 12/7, 12/8, 12/9, 12/10, 12/11, 12/12, 12/13, 12/14, 12/15, 12/16, 12/17, 12/18, 12/19, 12/20, 12/21, 12/22, 12/23, 12/24, 12/25, 12/26, 12/27, 12/28, 12/29, 12/30, 12/31

**TOWN OF LA POINTE**  
**Board of Harbor Commissioners**  
**THURSDAY August 15<sup>th</sup>, 2024**  
**9:00 a.m. at Town Hall and via Zoom**  
**Approved Minutes**

**Commissioners Present:** Michael Collins, Zach Montagne, Susan Widmar, Glenn Carlson, Jay Wiltz, Evan Erickson Jr., Pete Ross

**Staff Present:** Lauren Burtaux, Harbor Commission Secretary, Katie Kisner, Chief Administrative Officer

**Public Present:** Cal Linehan, Paul Brummer

1. Call to Order: Meeting called to order at 9am by Z. Montagne.
2. Roll Call: All members, staff and public present as listed above.
3. Public Comment A\*:
  - a. E. Erickson apologizes to MIFL for things said in last week's meeting.
  - b. Z. Montagne apologizes to MIFL for last week's meeting.
  - c. P. Brummer stated not to apologize for being passionate.
4. Minutes – 8/8/24: Motion by M. Collins to approve the minutes as presented, seconded by G. Carlson, all in favor, motion carried.
5. Committees – Updates: None.
  - a. President
  - b. Communications
  - c. Incoming Public Communications
  - d. Other
6. Chief Administrative Officer Report – Katie Kisner: Motion by Z. Montagne to place the report on file, seconded by J. Wiltz, all in favor, motion carried.
7. Discuss Freight Building Parking Lot Pavement Project: Waiting to hear from Northwoods Paving on pricing.
8. Discuss MIFL Crew Boat Contract: Waiting to hear back from harbor commission lawyer on contract language.
9. Consider Approval of 2024 MIFL and Harbor Commission Budget: Motion by G. Carlson to approve as presented, seconded by M. Collins, all in favor, motion carried.
10. Approval of Bills: Motion by G. Carlson to approve harbor vouchers in the amount of \$121.38 and MIFL Utility vouchers in the amount of \$213,818.04, all ayes, motion carried.
11. Future Agenda Items: Review West Bend Insurance Policy, Parking Lot Project, Crew Boat Contract, Bayfield School District Contract.

12. Meeting Dates: Thursday, August 22<sup>nd</sup> at 9am.
13. Public Comment B\*\*: P. Brummer commented on the amount of tourists that visit the island and the UPS freight contract.
14. Adjourn: Motion by Z. Montagne to adjourn, seconded by G. Carlson, all in favor, motion carried. Meeting adjourned at 9: 40am.

Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.  
Minutes approved as presented on Thursday August 22<sup>nd</sup>, 2024, L. Burtaux.

**TOWN OF LA POINTE**  
**Board of Harbor Commissioners**  
**THURSDAY August 22<sup>nd</sup>, 2024**  
**9:00 a.m. at Town Hall and via Zoom**  
**Approved Minutes**

**Commissioners Present:** Michael Collins, Zach Montagne, Susan Widmar, Glenn Carlson, Jay Wiltz, Evan Erickson Jr., Pete Ross

**Staff Present:** Katie Kisner, Chief Administrative Officer, Alex Smith, Town Clerk

**Public Present:** Cal Linehan, Charley Brummer

1. Call to Order: Meeting called to order at 9am by Z. Montagne.
2. Roll Call: All members, staff and public present as listed above.
3. Public Comment A\*: Charley Brummer commented on the change in schedule for a special hazardous materials boat.
4. Minutes – 8/15/24: Motion by M. Collins to approve the minutes as presented, seconded by E. Erickson, all in favor, motion carried.
5. Committees – Updates: Nothing.
  - a. President
  - b. Communications
  - c. Incoming Public Communications
  - d. Other
6. Chief Administrative Officer Report – Katie Kisner: Discussion that accident expenses be brought to the Harbor Commission’s attention before reimbursements. Freight building and MIFL, LLC has done all they can to fix the texting services, but it is still not working. They will be looking into new software. Motion by J. Wiltz to place the report on file, seconded by M. Collins, all in favor, motion carried.
7. Discuss Freight Building Parking Lot Pavement Project: Grade shots have been taken of the building. E. Erickson to meet with Northwoods Paving to continue discussion.

Motion by G. Carlson to move item #8 Discuss MIFL Crew Boat Contract to the end of the meeting, seconded by Z. Montagne, *all in favor, motion carried.*

9. Madeline Ferry Fall Projects at Fraser Shipyard Estimates: C. Linehan discussed the details of the repairs. Motion by Z. Montagne to approve, seconded by S. Widmar, all in favor, motion carried.
10. Review West Bend Insurance Policy: Motion by G. Carlson to approve the insurance policy from West Bend, seconded by M. Collins, all in favor, motion carried.
11. Bayfield School District Contract: Motion by Z. Montagne to table topic until next meeting, seconded by E. Erickson, all in favor, motion carried.



12. Approval of Bills: Motion by E. Erickson to approve the bills in the amount of \$26,215.71, seconded by M. Collins, all in favor, motion carried.
13. Future Agenda Items: Freight Building Parking Lot Project, Vehicle Accident Expense Discussion, Bayfield School District Contract.
14. Meeting Dates: Thursday, August 29<sup>th</sup> at 9am.
15. Public Comment B\*\*: E. Erickson informed the commission that Nolan and Lizzy from MIFL staff recently got engaged.
8. Discuss MIFL Crew Boat Contract: Motion by E. Erickson to go into closed session, seconded by G. Carlson, roll call vote, 7 ayes, motion carried and in closed session at 9:37am.  
Motion by Z. Montagne to go back into open session, seconded by J. Wiltz, all in favor and in open session at 9:53am.  
Motion by Z. Montagne to deny the contract, seconded by M. Collins, conclusion that a MIFL crew boat is not a reasonable purchase at this time.
16. Adjourn: Motion by Z. Montagne to adjourn, seconded by M. Collins, all in favor, meeting adjourned at 9:58am.

Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.  
Minutes approved with corrections in italics on Thursday, August 22<sup>nd</sup>, 2024, L. Burtaux.

**TOWN OF LA POINTE**  
**Board of Harbor Commissioners**  
**THURSDAY August 29<sup>th</sup>, 2024**  
**9:00 a.m. at Town Hall and via Zoom**  
**Approved Minutes**

**Commissioners Present:** Michael Collins, Zach Montagne, Susan Widmar, Glenn Carlson, Jay Wiltz, Evan Erickson Jr.

**Commissioners Absent:** Pete Ross

**Staff Present:** Katie Kisner, Chief Administrative Officer

**Public Present:** Cal Linehan, Robin Trinko-Russell, Charley Brummer, Paul Brummer, Michael Childers

1. Call to Order: Meeting called to order by Z. Montagne at 9:02am.
2. Roll Call: All members, staff and public present as listed above.
3. Public Comment A\*:
  - a. P. Brummer requested the harbor commission meetings be held later in the day and commented that he was displeased with a comment made about the schedule change for the special hazard boats.
  - b. G. Carlson apologized to C. Brummer for a comment made at the last meeting.
  - c. C. Brummer thanks G. Carlson for the apology.
  - d. E. Erickson stated that his parents rented a house for him to be involved in sports when he attended Bayfield Schools.
4. Minutes – 8/22/24: Motion by Z. Montagne to approve minutes with correction from S. Widmar to add “all in favor, motion carries,” to the motion to move #8 to the end of the meeting, seconded with correction by M. Collins, all in favor, motion carried.
5. Committees – Updates
  - a. President: None.
  - b. Communications: M. Collins is working on a Gazette article.
  - c. Incoming Public Communications: A letter from Charley Brummer about the special hazard boat that has been delayed due to school children’s accommodation for extracurricular activities; True North Sailing Dinghy request.
  - d. Other: None.
6. Chief Administrative Officer Report – Katie Kisner: Motion by Z. Montagne to put the report on file, seconded by S. Widmar, all in favor, motion carried.
7. Discuss Freight Building Parking Lot Pavement Project: Biggest concern is ~~draining~~ *drainage*, as this location is in a low spot. Motion by E. Erickson to table the pavement portion and focus on drainage, seconded by G. Carlson, all in favor, motion carried.

8. Review Bayfield School District Contract: Motion by G. Carlson to table until language has been added to the contract regarding gratis for teachers, chaperones, and all school employees, seconded by M. Collins, all in favor, motion carried.
9. Vehicle Accident Expense Discussion: Question of how MIFL, LLC concludes payment for fixing damage to vehicles. Discussion with MIFL, LLC regarding customer service, back and forth between captains, deckhands and C. Linehan.
10. Approval to Move Funds for Debt Service: Motion by M. Collins to approve moving \$136,000 for the Note Anticipation Note interest from the MIFL Public Utility account to the debt service account ending in \*7269, seconded by E. Erickson, motion carried.
11. Future Agenda Items: Bayfield School District contract, payment to town for dock lease and harbor/dock repairs, refrigerator truck repairs, vouchers.
12. Meeting Dates: Thursday, September 5<sup>th</sup> at 9am.
13. Public Comment B\*\*: C. Brummer suggested putting a side curb on the northeastern side of the freight building to divert water.
14. Adjourn: Motion by Z. Montagne to adjourn, seconded by E. Erickson, all in favor, motion carried, meeting adjourned at 9:51am.

Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.

Minutes approved with corrections in italics on Thursday, September 5<sup>th</sup>, 2024, L. Burtaux.