

TO: Town Board

FROM: Lisa Potswald

RE: AT&T Cell Tower Construction Contract Amendment with Harmoni Towers LLC

DATE: October 8, 2020

The Town Board approved the signing of a lease agreement with "Tenant" New Cingular Wireless on September 25, 2019 to manage the yet to be built AT&T cell tower, which is attached to this memo.

Attached you will find a "First Amendment to Option and Lease Agreement" which amends the tenant from New Cingular Wireless to Harmoni Towers LLC. I have spoken with the Harmoni Towers representative and they intend to move forward with construction.

Attorney Max Lindsey has reviewed the First Amendment and recommends that the Town Board sign it.

PECELVED 9 2020 Market: IL/WI

Cell Site Number: WIMKG2007 Cell Site Name: <u>La Pointe HRR (WI)</u> Fixed Asset Number: <u>14680932</u>

State: WISCONSIN County: ASHLAND

#### FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT ("First Amendment"), dated as of the latter of the signature dates below, is by and between Town of La Pointe, a Wisconsin municipal corporation, with a mailing address of P.O. Box 270, La Pointe, WI 54850 ("Landlord") and Harmoni Towers LLC (f/k/a Uniti Towers LLC), a Delaware limited liability company, having a mailing address of 10801 Executive Center Drive, Suite 100, Little Rock, Arkansas 72211 ("Tenant").

WHEREAS, Landlord and New Cingular Wireless PCS, LLC entered into an Option and Land Lease Agreement dated November 19, 2018 which was assigned to Tenant on September 22, 2020 (the "Agreement"), whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 412 Big Bay Road, La Pointe, in the County of Ashland, State of Wisconsin (the "Property"); and

WHEREAS, Landlord and Tenant desire to extend the Renewal Option Term; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

- Option Term, Tenant agrees to pay Landlord the sum of Five Hundred Dollars and No/100 (\$500.00) no later than five (5) days prior to the expiration date of the Renewal Option Term to extend the Renewal Option Term for up to one (1) additional year (the "Second Renewal Option Term") which term may be renewed by Tenant for an additional one (1) one (1) year term (the "Third Renewal Option Term") upon written notification to the Landlord. The payment for the Third Option Renewal Term of an additional Five Hundred Dollars and No/100 (\$500.00) shall be made no later than five (5) days prior to the expiration date of the Second Renewal Option Term.
- 2. <u>Definitions.</u> Unless otherwise defined in this First Amendment each term used in this First Amendment that has been defined in the Agreement shall have the same meaning herein as given to such term in the Agreement.
- 3. Ratification. Except as here in modified and amended, the terms and conditions of the Agreement are hereby ratified and affirmed and shall remain in full force and effect.
- 4. <u>Counterparts; Signatures.</u> This First Amendment may be executed in two or more counterparts and/or counterpart signature pages, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. In addition, the parties may execute this First Amendment by electronic signatures, which shall be deemed for all purposes original signatures.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

"LANDLORD"

	of La Pointe,
a Wisc	onsin Municipal Corporation
By:	Shipe god ( partition of
Print N	ame:
Its:	
Date:	
"TENA	ANT"
HARM	ONI TOWERS LLC
By:	
Print N	ame:
Its:	
Date:	

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGES]

#### TENANT ACKNOWLEDGMENT

STATE OF)	
COUNTY OF	) ss:
who	acknowledged under oath that he/ she is
the	of Harmoni Towers LLC, the Tenant named in the attached
instrument, and as such was authorize	d to execute this instrument on behalf of the Tenant.
	Notary Public:
	My Commission Expires:
STATE OF	) ) ss:
RE IT REMEMBERED, that	t on this day of, 20 before me, the subscriber,
a person authorized to take oaths	s in the State of of Town of La Pointe,
a Wisconsin municipal corporation	, the Landlord named in the attached instrument, and as such was
authorized to execute this instrument	on behalf of the Landlord; and I, having first made known to him/her the edge that he/she signed, sealed and delivered the same as his/her voluntary
	Notary Public:
* 15 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	My Commission Expires:

Prepared by and Return to: Daniel Kalina SAC Wireless 540 W. Madison, 9th Floor Chicago, IL 60661

RE: Cell Site #WI3576; Cell Site Name: WIL03576 Fixed Asset #14680932 State: Wisconsin County: Ashland County

#### MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this <u>25</u> day of <u>Jestern ber</u>, 20 / S, by and between the Town of La Pointe, a Wisconsin municipal corporation, having its principal office/residing at PO Box 270, La Pointe, WI 54850 (hereinafter called "Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 ("Tenant").

- 1. Landlord and Tenant entered into a certain Option and Lease Agreement ("Agreement") on the day of \_\_\_\_\_\_\_, 20\_\_\_\_\_\_, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
- 2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with ten (10) successive automatic five (5) year options to renew.
- 3. The portion of the land being leased to Tenant and associated easements are described in Exhibit 1 annexed hereto.
- 4. The Agreement gives 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 Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
- 5. This Memorandum of Lease 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 Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall

control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

#### LANDLORD:

The Town of La Pointe, a Wisconsin municipal corporation

By: Mi Ette v.
Print Name: JAMES M. PATTERS A.
Its: 10071 | Stave Chair
Date: 475 9/25/18

#### TENANT:

New Cingular Wireless PCS, LLC a Delaware limited liability company

By: AT&T Mobility Corporation Its: Manager

**IACKNOWLEDGMENTS APPEAR ON NEXT PAGE** 

#### TENANT ACKNOWLEDGMENT

STATE OF	
COUNTY OF	<b>) 58:</b>
On the day of and acknowle	edged under oath that he/she is the personally appeared
Mobility Corporation, the Manager of	of New Cingular Wireless PCS, LLC, the Tenant named in the attached to execute this instrument on behalf of the Tenant.
	Notary Publica
	Notary Publica  My Commission Expires:
COUNTY OF ASA Land  On the 25 day  Tames Tatterson, who within instrument, and that he/she exerthe Landlord for the purposes therein c	of Chicker 20/8 before me, personally appeared acknowledged under oath, that he/she is the person/officer named in the content of the same in his/her stated capacity as the voluntary act and deed of contained.  Notary Public:  Notary Publ

#### EXHIBIT 1

#### DESCRIPTION OF PROPERTY AND PREMISES

Page of

to the Memorandum of Lease dated \_\_\_\_\_\_\_, by and between The Town of La Pointe, a
Wisconsin municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited
liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

Market: MIDWEST - ILLINOIS / WISCONSIN
Cell Site Number: WI3576
Cell Site Name: WIL03576
Search Ring Name: La Pointe - HRR
Fixed Asset Number: 14680932

#### OPTION AND LAND LEASE AGREEMENT

THIS OPTION AND LAND LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by the Town of La Pointe, a Wisconsin municipal corporation, having a mailing address of PO Box 270, La Pointe, WI 54850 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 ("Tenant").

#### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on Exhibit 1, together with all rights and privileges arising in connection therewith, located at 412 Big Pay Road, La Pointe, WI 54850, in the County of Ashland County, State of Wisconsin (collectively, the "Property"). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

#### 1. OPTION TO LEASE,

(a) Landlord grants to Tenant an exclusive option (the "Option") to lease a certain portion of the Property containing approximately 1,200 square feet including the air space above such ground space, as described on attached Exhibit 1, (the "Premises"), for the placement of a Communication Pacility in accordance with the terms of this Agreement.

(collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Five Hundred Dollars and No/100 Dollars (\$500.00) within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the "Initial Option Term") which term may be renewed by Tenant for an additional one (1) year (the "Renewal Option Term") upon written notification to Landlord and the payment of an additional Five Hundred Dollars and No/100 Dollars (\$500.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial

Option Term and any Renewal Option Term are collectively referred to as the "Option Term."

(d) The Option may be sold, assigned or transferred at any time by Tenant without the written consent of Landlord. Upon notification to Landlord of such sale, assignment or transfer, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof,

then this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises or the Property, or in the event of a threatened foreclosure on any of the foregoing, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises or the Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

- PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure ("Structure"), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the ""Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Property as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.
  - 3. TERM.

    (a) The initial lease term will be five (5) years (the "Initial Term"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

This Agreement will automatically renew for ten (10) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least

sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

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

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

#### 4. RENT.

- Commencing on the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, Seven Hundred and Fifty Dollars and No/100 Dollars (\$750,.00) (the "Rent"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.
- Upon the commencement of each Extension Term, the monthly Rent will increase by one percent **(b)** (1.5%) over the Rent paid during the previous year.
- All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

#### 5. APPROVALS.

- Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.
- Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.
- Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.
- TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows: 6.
- by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;
- by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant;

or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

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

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

commencement of construction by Tenant; or

- (e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.
- 7. INSURANCE, During the Option Term and throughout the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00). Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

8. INTEREFERENCE.

- (a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequencies used on the Property by the Town as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.
- (b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.
- (c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.
- (d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

#### 9. <u>INTENTIONALLY DELETED</u>,

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered

by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) intentionally deleted; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as Exhibit 10(b).

#### 11. ENVIRONMENTAL.

- (a) Landlord represents and warrants to the best of its knowledge, except as may be identified in Exhibit 11 attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.
- (b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurfaces or other contamination of the Property with hazardous substances prior to the Riffective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.
- (c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.
- (d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord,
- 12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in Exhibit 1, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate

recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as Exhibit 12; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement.

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

14. MAINTENANCE/UTILITIES.

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

any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. Tenant may only request utility billing records up to one (1) year back from the date of the request. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(c) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the

reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

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

#### 15. DEFAULT AND RIGHT TO CURE.

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

- (i) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within seventy-two (72) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.
- Agreement, in whole or part, without Landlord's consent, to: (a) Tenant's Affiliate, (b) to any entity with a net worth of at least Twenty Million Dollars (\$20,000,000) or (c) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part, without Landlord's consent. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.
- 17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: WI3576; Cell Site Name: WIL03576 (WI)
Fixed Asset #: 14680932
575 Morosgo Drive
Atlanta, Georgia 30324

With a copy to:

New Cingular Wireless PCS, LLC Attn.: Legal Dept - Network Operations

Re: Ceil Site #: WI3576; Cell Site Name: WIL03576 (WI)

Fixed Asset #: 14680932 208 S. Akard Street Dallas, TX 75202-4206

If to Landlord:

Town of La Pointe
Town Administrator

PO Box 270

La Pointe, WI 54850 715-747-6914

Administrator@townoflapointewi.gov

For overnight currier delivery:

Town Administration 240 Big Bay Road La Pointe, WI 54850

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

- 18. <u>CONDEMNATION</u>, in the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within seventy two (72) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.
- CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within seventy-two (72) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a pro rata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Pacility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

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

#### 21.

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

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

evaluate the payment and to reimburse Landlord,

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

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated,

separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that

Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section

15(b).

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

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation

to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

SALE OF PROPERTY. 22.

Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate

with Tenant as provided hereunder.

- If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.
  - Old deed to Property
  - New deed to Property ii.
  - Bill of Sale or Transfer iii.
  - Copy of current Tax Bill iv.
  - New IRS Form W-9 V.
  - Completed and Signed Tenant Payment Direction Form vi.
  - Full contact information for new Landlord including phone number(s) vii.
- Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under

this Agreement, including interference and access obligations.

RIGHT OF FIRST REFUSAL. Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, 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 Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("Offer"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within thirty (30) 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 Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

#### 24. MISCELLANEOUS.

- (a) Amendment/Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.
- (b) Memorandum/Short Form Lease. Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as Exhibit 24(b). Bither party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

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

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

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

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

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

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

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

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

W-9. As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably

requested by Tenant, including any change in Landlord's name or address.

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

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

Incidental Fees. Unless specified in this Agreement, no unilateral fees or additional costs or (0) expenses are to be applied by either party to the other party, including review of plans, structural analyses,

consents, provision of documents or other communications between the parties.

Further Acta. Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to **(p)** time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

Reimbursement for Laudlord's Legal Expenses Landlord shall provide Tenant with an itemized invoice of Landlord's attorney's fees and Tenant shall reimburse Landlord up to One Thousand Dollars and 00/Dollars (\$1,000.00) within thirty (30) business days after both receipt of the invoice and thirty (30) days

after the Effective Date.

**ISIGNATURES APPEAR ON NEXT PAGE** 

#### IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

#### 

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

Its: \_ Date:

#### TENANT ACKNOWLEDGMENT

STATE OF			) ) ss:				
COUNTY C	)F						
		day of and acknowled	ged under oat	h that he/she is Wireless PCS,	the	e personally	appeared of AT&T
Mobility Co		an Managemen AT	NUMBER OF THEIR PARTY	Wireless PCS, instrument on be	TITIO HE YOUR		1 dirimana
msaument,	and to bear						
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COUNTY	OF Ash	land	) SSI				
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the Landle	rument, and ord for the pu	rposes therein o	ontained.	For	Solle	eral	
				Notary Publi · My Commis	c: <u>Lisa K</u> sion Expires: _	8/31/201	9

(5) TB, Lisa, Back, Micaela, Public Sept 2020

#### **ALTERNATIVE CLAIMS 2020**

C4	2020
seoi	ZUZU

Date	Payable to Who	Check#	Amount	Description
9/2/2020	Dept of Employee Trust Funds	EFT#10-2020	19,295.90	October Health ins premium
9/11/2020	Oasis Payroll #19		46,555.70	Payroll ending 09/05/2020 taxes & fees
9/11/2020	Emplower/Deferred Comp	EFT#6044	75.00	Payroll #19 Deferred Employee Contrib
9/24/2020	Oasis Payroll #20		39,098.07	Payroll ending 09/19/2020 taxes & fees
	Emplower/Deferred Comp	EFT#6045	75.00	Payroll #20 Deferred Employee Contrib
	Wisconsin Retirement System	EFT#09-02020	9,118.84	Sept Retirement & employee contributions
9/24/2020	Xcel Energery	78287	1,640.84	-9/3/2020 electrics (due b/4 next TB meeting)
9/28/2020	WI Dept of Revenue	EFT#08-2020	2,635.35	August sales tax collected & calculated
9/29/2020	Quill - VOIDED CK	78121	-286.04	Voided 7/28/2020 - never received
9/29/2020	Quill	78289	286.04	Re-issued payment for lost check
9/30/2020	Wren Works, LLC	78290	71,036.86	Town Dock Impr Pay #5

**SEPTEMBER 2020 TOTAL:** 

\$189,531.56



#### #2020-0324 ALTERNATIVE CLAIMS

#### Sept 2020

Dat	te	Payable to Who	Check#	Amount	Description
	2020	APG Media of WI/Ashland Daily I	78206	90.66	Mask#2020-01/Public Health #2020-02
1911	1499	ASDCO Construction Supply	78207	3,177.00	PO#2020-38, additional culverts Rds
1111	1101	Associated Bag Company	78208	1,138.70	PARKS 13 cs Can liners
1111	1599	Bayfield Lumber	78209	43.95	MRF Treated plywood 4x8
1119	1111	Crossman, Demi E	78210	50.72	BBTP Cancellation
1111	1510	Emergency Medical Products	78211	1,763.60	AMB Combicarrier, thermometers, shields
1111	7111	Emergency Medical Products	78211	133.89	AMB Blankets, lube packets
1117	1910	Grainger, Inc.	78212	156.82	MRF Gloves, face masks
1111	1111	Huhn Rx Drug	78213	967.62	AMB 4 epi pens .0/ 2 epi pens .15
1111	1110	Industrial Safety, Inc.	78214	6,582.14	FD 24 wildland waterproof boots
1111	1117	Island Septic	78215	660.00	BBTP Pumpouts 8/1-8/5 & RV Dump
1111	1111	Island Septic	78215	2,200.00	8/3 - 8/29/2020 pumpouts
1111	1111	Island Septic	78215	2,170.00	8/11-8/31 Porta Potty pumpouts
1111	1111	LaPointe Community Clinic, Inc	78216	21,600.00	2020 Budget request
1111	1111	Madeline Island Ferry Lines	78217	700.00	Police swipe cards charged
1111	1111	Madeline Island Yacht Club	78218	50.43	Parks misc, MRF Hornet spray
1111	1111	Midland Services, Inc.	78219	280.20	August MRF Diesel in rolloff
1111	1111	Miggler, Suzanne	78220	64.72	9/11 BBTP Refund cancellation
1111	1111	Neubauer, Carol	78221	105.66	Postages, mileages
1111	1190	Northern State Bank	78222	11,547.53	Pay#21/#60 Sled, Ambul, unknown
1111	1111	Northland College	78223	189.00	9 monthly beach water samples
1111	1111	PowerPlan	78224	83.75	Rds Hy-gard 5 gal oil (1)
1111	1111	Sorenson, Philip J.	78225	5,062.50	Impartial Hearing KW 7/24-8/28/2020
1191	1711	Stainless Software, Inc.	78226	1,360.00	August 2020 reservations @ \$2.00
1111	1190		78227	16,104.00	Final 2020 installment RECODE
1889	3111		78228	52.00	Sept Admin Flex/Section 125
1111	1111		78229	246.34	1 Rds, 2 amb, 1 police, 2 jet, 2 iPads
1111	1111			5,488.21	August 7 hauls (3) SW, (4) DemCon
1911	1111	Xcel Energy, Inc.	78231	19,279.57	Contract ESB 3 phase power to ESB
1101	1191	Xerox Corporation	78232	39.94	7/22-8/24/2020 7,261 copies made
		9/08/2020 TB Meeting vouchers	3:	\$101,388.95	Under Resolution #2020-0324

Dat	te .	Payable to Who	Check #	Amount	Description
9/22/2	2020	Andres Medical Billing, LTD	78244	310.08	August collections \$2,067.23 x 15%
1111	1111	Anich, Wickman & Lindsey, S.C.	78245	1,320.00	COVID-19, DockImprov, Tower, Police, General
1111	1111	Bayfield School District	78246	50.00	2020 Well admin agreement
1111	1111	Berghammer Builders, Inc.	78247	255,611.75	Payment #3 ESB
1111	****	Big Water Fire Apparatus, LLC	78248	2,438.39	Repairs Dale, UTV PO#2020-44
1110	1111	Brown Plumbing & Heating	78249	24,253.50	ESB HVAC Pay Request #1
1110	1111	Brown Plumbing & Heating	78249	25,270.00	ESB Plumbing Pay Request #1
1110	1111	Cadotte, Denise	78250	700.00	Oct Police housing rent
1100	1919	Cardmember Service (BLN)	78251	240.00	Annual subscription - asking Will for ac
1110	tm	Cardmember Service (LP)	78252	35.81	Adobe monthly/Uber monthly
1019	1889	Cardmember Service (RJL)	78253	86.55	WITC Class, Gas, PO mailing
1111	titt	Cardmember Service (TMP)	78254	73.40	2 Gas for electronics hauled to duluth
1109	titi	Cardmember Service (TWE)	78255	100.04	Med Tech 4 gear bags
1711	1111	Cardmember Service (WJD)	78256	182.69	PO Mailing, Spotlight, reacher, pump
1101	1111	Cardmember Services (NF)	78257	113.55	Gas put in squad funeral attendance
1111	1111	Cardmember Services - (BTS)	78258	1,436.96	
1111	****	Chicago Iron	78259		MRF Signage, BBTP Change machine parts
1181	1111			50.00	2 tanks for roads shop
1090	1113	Chicago Iron	78259	306.00	(2) 125 medical oxygen,cap,purchase 1
1111	1111	Chicago Iron	78259	1,189.00	2 disposals of assorted appliances
1111	1910	Deere Credit, Inc.	78260	1,815.17	Rental of JD 444 Pay #14/#36
1917		Eldred, Timothy	78261	125.00	Shop vac, garden hose,hose cart
1111	1111	Erickson, Evan J	78262	175.00	Trailer for Cemetery water tank
	1111	Evan & Evan Landscaping,	78263	560.00	Rental mini Rds Culvert, MRF drain tile
1111	****	Ferreligas - 4671	78264	36.00	Rental steam tank -7/31/21
1111	1111	Five Star Electric	78265	11,533.00	ESB Pay Request #1
1111	1111	Godfrey & Kahn, S.C.	78266	660.00	August Personnel, Vol. FLSA
1111	1111	Heart Graphics, Inc.	78267	31.20	Zoning 100 permit placards
1111	1769	Island Gazette	78268	502.00	Reg TB meeting 5/26-7/28/2020
1111	1989	Jefferson Fire Safety	78269	2,429.65	32 Phoenix Struct gloves PO#2020-41
1111	1111	Jefferson Fire Safety	78269	366,59	12 hoods PO#2020-41
1011	1111	Jefferson Fire Safety	78269	171.81	FD 1 pr Rubber Boots lug sole
2019	1111	KBIS, LLC	78270	155.00	2020 Marina Bridge Inspection
1011	1111	L & M Fleet Supply	78271	278.91	18v batteries,grease,tapes,milsc
1111	1111	L & M Fleet Supply	78271	201.62	Culvert posts, Parks tapes, RV anit-free
1111	1111	Lakeside Products, Inc.	78272	277.50	Parks 2 cs TP, 1 cs gloves
1999	1111	LaPointe Gas, Inc.	78273	4,394.35	9/14-9/15 deliveries @ bid rate \$1.56
E170	1111	Madeline Island Ferry Lines	78274	5,415.00	August ferry, freight NO LIBRARY
1101	****	Madeline Sanitary - Taxes/Deli	78275	51.52	2019/2020 deliquent collected M Murphy
3101	****	Midwest Radar & Equipment	78276	120.00	Certifications
1700	1111	NAPA - Washburn	78277	2,256.69	August Parks, Rds, MRF, TV145
101	1111	Norvado, inc.	78278	1,332.81	Sept 2020 phones, faxes, DLS
1111	****	PowerPlan	78279	107.70	Swivel, bulk hose for JD 410
1111	****	Rick Reichkitzer Construction	78280	10,116.29	Final cemetery chapel payment
1111	****	Statewide Services, Inc.	78281	1,033.00	Final year 2020-2021 Fire/EMS Provident
tin	1111	Synergy Coop	78282	42.00	6 bales straw
1111	1111	U.S. Post Office	78283	550.00	
2017	1111	ULine	78284	788.83	10 rolls 1st Class stamps
1177	1111	Xcel Energy, Inc.	78285	392.25	PWD chair, assessory kit, Street marking
1101	1111	Zifko Automotive	78286		Street lights, cemetery, police housing
-				157.10	MRF Pickup used tire, mount
		9/22/2020 TB Meeting voucher	5.	\$359,843.71	Under Resolution #2020-0324

SEPTEMBER 2020 TOTAL:

\$461,232.66

Processed Under R#2020-0324



#### **ALTERNATIVE CLAIMS 2020**

#### MI Library

#### **Sept 2020**

	Payable to Who	Check#	Amount	Description
9/15/2020	Library Board approved vouchers			
				Library Board approved vouchers:
78233	Adventure Vacations	78233	1,250.00	5 days of 5 board rentals
	Amazon	78234	136.66	FM Transmitter
	Cardmember Service (LS)	78235	926.25	HomeDepost Stair treads, Zoom, Al BOOKS
78236	Dobson, Samantha	78236	77.61	Bayfield Ace Garden project
78237	Erickson, Kathleen	78237	250.00	7/11-8/29/2020 Mowing
78238	Madeline Island Ferry Lines	78238	293.00	Lib August charge & Swipe charges
78239	Madeline Island Yacht Club	78239	81.81	Gas in Lib van 27.27 @ \$3.00
78240	Minnesota Elevator, Inc. (MEI)	78240	338.55	Service Agreement Sept - Nov
78241	Moore, Janet	78241	1,125.00	Programs 6/19 - 8/28
78242	Norvado, inc.	78242	158.01	Library sept
78243	Whitaker, Zachary	78243	450.00	Library Program 6 sessions @ \$75

SEPTEMBER 2020 TOTAL:

\$5,086.89

5,086.89

TBG Lisa, Barb, Micaela,

## TOWN OF LA POINTE REGULAR TOWN BOARD MEETING TUESDAY SEPTEMBER 22, 2020 5:30 PM AT TOWN HALL

**Draft Minutes** 

Town Board Members Present via Teleconference: Jim Patterson, Michael Anderson, Sue Brenna, Glenn Carlson, John Carlson

Staff Present: Lisa Potswald, Ben Schram (via telephone), Elected Clerk Micaela Montagne

Public Present: Susan Sabre, Charles Meech, Peg Bertel, Robin Trinko Russell

Called to Order: 5:31pm

#### I. Public Comment A\*: None.

Motion to move to agenda item V. A. 1. Presentation from the Public Arts Committee, G. Carlson/S. Brenna, 5 Ayes, Motion Carried.

#### V. Committees

#### A. Public Arts Committee

1. Presentation from Committee on a Public Art Project: Members of the Public Arts Committee presented two possible options for a piece of public art near the Town Dock. The Committee asked for a designated fund to be established for fundraising purposes. Motion to establish a designated fund for the Public Arts project, G. Carlson/ M. Anderson, Discussion on the process will now be for the committee to reach out to the public to get their input and fundraise for the project. The La Pointe Center also has \$20,000 designated for this project. 4 Ayes, 1 Nay (J. Carlson), Motion Carried.

Motion to return to the agenda as posted, G. Carlson S. Brenna, 5 Ayes, Motion Carried.

#### II. Open Bids

1. Open Bids for Asphalt Paving of Dock and Culverts: One bid received from Northwoods Paving for \$32,503.65.

2. Open Bids for Asphalt Paving for Emergency Services Building: One bid received from Northwoods Paving for \$74,616.00.

III. Town Administrator's Report: Report prepared and presented by Lisa Potswald dated 9/18/2020 placed on file by Unanimous Consent.

#### **IV. Public Works**

#### A. Roads

1. Discuss Asphalt Paving and Road Work: Culverts areas to be black topped include South Shore Rd and Penny Lane.

#### **B.** Parks

1. Contract Extension with Nelson Construction for Shoreline Stabilization at Joni's Beach: Motion to approve the contract Extension with Nelson Construction until December 31, 2020, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

C. Airport

- 1. Transfer of Airport Hangar Lease 2A From C. Rodahl to Rock Ridge Properties LLC: Motion to approve the transfer of hangar lease 2A, J. Carlson/G. Carlson, 5 Ayes, Motion Carried.
- 2. Aircraft Hangar Lease Lot 2A, Rock Ridge Properties LLC: Motion to approve the hangar lease lot 2A with Rock Ridge Properties until 12/31/2030, J. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

#### D. Town Dock

1. Contract Extension with SmithGroup for Dock Project through 6/30/2021:

Motion to not approve the contract extension, G. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

E. Materials Recovery Facility (MRF)

1. Hours for MRF Attendant: Motion to approve up to an additional 360 hours for

Marty Curry until 12/31/2020, G. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

2. State of Wisconsin Clean Sweep Grant. Lisa reported that she is waiting to hear if La Pointe will be included in the regional grant.

#### VI. Town Hall Administration

A. Accounting Administrator's Report: Motion to approve the report prepared by Barb Nelson for September 2020, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

B. Budget Summary Report: Motion to approve the report dated 9/12/2020, G. Carlson/

M. Anderson, 5 Ayes, Motion Carried,

C. Budget Comparison Report: Motion to approve the report dated 9/12/2020, G.

Carlson/ J. Carlson, 5 Ayes, Motion Carried

D. Budget Amendment Resolution #2020-04: Motion to approve the budget amendment and commend Barb Nelson for her meticulous work to have the amendments reflect reality in the Town's revenues and expenditures, G. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

E. Grant Updates: Nothing

F. Town Equipment and Vehicles Auction: Three vehicles did not get bids in the last auction, so are auctioning again and reduced price. Bids due 10/27/2020.

G. American Tower Perpetual Easement Proposal: Waiting to hear from American

Tower.

H. Preparation for Budget Meetings: Discussion on how the budget meetings will be difficult to do via telephone, so the meeting room will be rearranged to accommodate social distancing and meet in person.

Motion to move agenda item VI. I. to after item XII. M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

#### VII. Minutes

A. Regular Town Board Meeting September 8, 2020: Motion to approve minutes as submitted, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

VIII. Emergency Services

A. Ambulance Director's Report: Report prepared by Cindy Dalzell dated September 19, 2020 placed on file by Unanimous Consent.

B. Updates on Construction of Emergency Services Building: Building is going up and is on schedule. Administration is confident that there will be substantial completion on time as the insurance company has requested.

C. Change Order #1 with Five Star Electric- Builders Risk Insurance Credit: Motion to approve the \$450 credit for builder's risk insurance (as it was cheaper for the Town to get this

than each contractor), J. Carlson/M. Anderson, 5 Ayes, Motion Carried.

D. Fire Chief's Report: Report prepared by Rick Reichkitzer for August 2020 placed on file by Unanimous Consent.

IX. Police Department

A. Full Time Officer Hiring Process: Chief W. Defoe has posted for a new full time officer. Though things are slow, hopefully there will be a new officer in time for summer 2021.

X. Library

A. Library Board Minutes August 18, 2020: Minutes placed on file by Unanimous Consent.

XI. Public Comment B\*\*: None.

XII. Lawsuits & Legal Issues

A. William Defoe vs. Town of La Pointe, Case No. 19CV57: Nothing at this time.

B. Kevin Wiggins Federal Equal Employment Opportunity Commission Case: This case has been dismissed. The Wisconsin Equal Rights Division will be added to the agenda for future meetings.

#### VI. Town Hall Administration

I. Kevin Wiggins Impartial Hearing Appeal

This meeting may, upon duly made motion, be convened in closed session under State Statute 19.85 (1) (c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility and or (g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. If the Town Board goes into closed session, it will reconvene in open session before adjourning.

Motion to go into closed session, J. Carlson/ M. Anderson, All 5 Ayes, Motion Carried. Motion to return to open session, M. Anderson/ G. Carlson, 5 Ayes, Motion Carried. Motion to table the decision until another meeting with the Town's Attorneys, M. Anderson/ G. Carlson, 5 Ayes, Motion Carried.

XIII. New Agenda Items for Future Meetings: Smithgroup payments, American Tower, K. Wiggins appeal at a Special Meeting.

XIV. Adjourn: Motion to adjourn, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 7:26pm.

Submitted by Micaela Montagne, Town Clerk.

TBG lisa, bush, micaela,

## TOWN OF LA POINTE SPECIAL TOWN BOARD MEETING TUESDAY SEPTEMBER 29, 2020 5:30pm AT Town Hall Draft Minutes

Town Board Members Present via Teleconference: Jim Patterson, Michael Anderson, Sue

Brenna, Glenn Carlson, John Carlson

Staff Present: Elected Clerk Micaela Montagne

Public Present: Attorneys Max Lindsey and Peter Albrecht via teleconference

Called to Order: 5:30pm

1. Public Comment: None.

2. Kevin Wiggins Impartial Hearing Appeal

This meeting may, upon duly made motion, be convened in closed session under State Statute 19.85 (1) (c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility and or (g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. If the Town Board goes into closed session, it will reconvene in open session before adjourning.

Motion to go into closed session, M. Anderson/S. Brenna, 5 Ayes, Motion Carried. Motion to return to open session, G. Carlson/J. Patterson, 5 Ayes, Motion Carried. Motion to uphold the decision of the Impartial Hearing Officer, G. Carlson/M. Anderson, 5 Ayes, Motion Carried.

- 3. Contract with Northwoods Paving for Asphalt at the Emergency Services Building: Motion to approve the contract for \$75,936.00 through 6/30/2021, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.
- Contract with Northwoods Paving for Asphalt on the Dock Approach and Roads/ Culverts: Motion to approve the contract for \$35,000 through 6/30/2021, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.
- 5. Adjourn: Motion to adjourn, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 6:33pm.

Submitted by Micaela Montagne, Town Clerk.



### LA POINTE POLICE DEPARTMENT

MADELINE ISLAND 270 MAIN STREET LA POINTE, WISCONSIN 54850 PHONE: (715) 747-6913 FAX: (715) 747-3096 laptpd@cheqnet.net

To: Town Board

From: William Defoe

Date: 10/9/2020

Re: Monthly Police Report for October 2020

During the month of September 2020, the La Pointe Police responded to the following:

- 139 Incidents/Complaints (calls for service)
- 37 Citizen Assists
- 0 Accidents
- 0 Civil Process
- 3 False Alarm
- 1 Call out
- 7 Animal Calls
- 1 Parking Citations

This time of year always has a drastic reduction in calls for service, usually due to kids and families and school. Our numbers for September are actually quite normal. There are still a lot of people on the island and have not seen a huge significant in the decline of people. Very interesting year for sure.

We have been paying a lot of attention to the traffic in front of the fire hall. People have been flying past as trucks are unloading and going in and out of the site. Please slow down, we are watching and occasionally citing for speed in this area.

The department was involved in the national campaign "Drive Sober or Get Pulled Over" which has run from August 21st through September 7th. I am happy to announce that not one person was arrested for Operating While Intoxicated this year, this is due in part that the bars have not been open. I have not heard when drawings for grants will take place.

If there are any questions or wish to discuss things within the department, please feel free to come talk to me.

RECEIVED

### Town of La Pointe EMS Facility Monthly Status Report August 2020

# Xcel Energy Electrical Service

## 4 WEEK LOOK AHEAD All outside utilities will be completed and connected to sour Concrete aprons, sidewalks and stoops will be installed

- Metal building will be erected and windows installed Plan to schedule one layer of aspiralit paving Nelson will complote drain tile and catch besins Lim Price Code inspections
- Twin Ports Special Inspections
- Wendel On-site Erosion and Sediment Control Inspections Xcel Energy 3 Phese Installation

BI-Weekly Schedule Update Meetings - Every Other Tuesday @ 11:00 A.M.

UPCOMING MEETINGS AND SITE VISITS Meetly Construction Progress Meetings Tuesdays © 10:00 A.M.

# 

The project replaces an older facility destroyed by fire. The project consists of an approximately 10,680 SF new single story fire station and EMS facility with living quarters for police personnel on an existing parcel in the town of La Pointe, Wisconsin.

Scope of the new building Includes site work and utilities, building construction, HVAC construction, plumbing construction, electrical construction, and accepted Alternate #1 for a Fire Supression system.

# CONSTRUCTION % COMPLETION STATUS

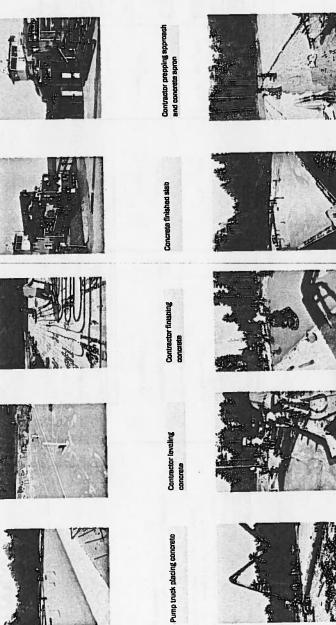
Section Spiritual Section 200	32.66
Bullding Weather Tight	10/30/2020
All Materials to Site	12/15/2020
Substantial Completion Apparatus Bay and Fire Suppression	12/31/2020
Substantial Completion Remainder of Building	1/29/2021
Final Completion	2/26/2021

THOO	CONTRACTOR FINANCIAL COMPLETION STATUS	N STATUS	
Company	% Complete	On Track	On Irack   Plan of Action
Neison - Sita/Utility	87,41	٨	
Berghammer - GC	A 21.13	>	
Brown - HVAC	8.16	>	
5 Star - Electrical	4,05	>	
Brown - Plumbing	AR 23.43	>-	

KECELVED SEPON

# Town of La Pointe EMS Facility Monthly Status Report August 2020

Concrete truck getting off the terry Pump truck getting off the Ferry insulation and in floor heating tubes Poly vapor barrier in place Graded and ready for poly



# Project Budget Summary

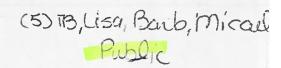
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Contractor Contractor Construction Contract No. 02 - Berghammer Buildern Construction Contract No. 02 - Berghammer Buildern Construction Contract No. 03 - Berghammer Buildern Contract No. 04 - Star Berghammer Buildern Contract Con			00 000	100 A1A DOL		355,524.00	310,762.00	н			
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Construction Contract No. 02 - Berghammer Builders   Contract No. 02 - Berghammer Builders   Contract No. 03 - Brown Plumbing and HVAC	1								Donosah	Ralance to	and on
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Contractor Contractor Construction Contract No. 02 - Berghammer builders   S. 1,428,632.00   S. 1,438,632.00   S. 1,43			ň	_	1	Contract Value	Date	Less Retention	Colline		Day Ann through 8/31/20
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Contractor Contractor Construction Cost Subtotals   5			8		2	+	١		#DIV/OI	2	
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Electrical Construction Contract No. 04 - 5 Star Electric Contract No. 05 - 8 Star Electric No. 05 -					- 1	Ъ	L	H	Percent	Balance to	Notes
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		1100 as   1100 a		(63,689.00)	\$ 60	5 2,50b,801.0					

## Project Budget Summary

A/Ł/CM Fees/Inspections/Owner Items	Original				Comminded to	mul.			
	Contract			Total	on paradure	billed to Date	Percent	Balance to	
A/E fee for Bid # 1 and # 2	4 400 000 4				Date	Less Retention	Complete	Committee	Notes
A/E Fee for Re-Decion	2 700'000'00			\$ 185,000,00	\$ 185,000,00	4 105 000 00	700000	Compilere	
A/E Con for CA	5 56,000.00 \$	٠		C SE DON AD	1	מחיחחייבסד כ	100.00%		Services through 7/31/20
5	\$ 42,000.00 \$		1	מייחחיים	30,000,00	^	100.00%		Services through 7/21/20
A/c Keimbursable Expenses	10,000,00			3 42,000.00	5 15,800.00	\$ 16,800,00	40.00%	\$ 25,200,00	35 300 00 Sec. 1
CM Pre-Construction Bld # 1 and # 2	22 000 00			5 10,000.00	\$ 7,689.34 \$	\$ 7,689.34	76 80%	2 240 CT	Services unrough //31/20
CM Re-Design Pre-Construction	33,000,00	•	5	\$ 33,000.00	\$ 29,700,00	\$ 29,700.00	90000	00'010'00	250.00 Services through 7/31/20
CM Fee at 3.0% of Total Construction	5 CO'COO'O		·	\$ 20,000.00	\$ 20,000,00	30,000,00	200000	3,500.00	5,300.00 Services through 8/31/20
CM labor/Esseries	5 76,058.73 \$			C 76 0E0 73	20,000,00	1	100.00%		Services through 8/31/20
Expenses at 10 Months	\$ 168,750,00 \$		-	_		1	40.00%	\$ 45,635,24	45,635,24   Services themsely 9/21 /20
LM Kembursable Expenses	20,000,00				5 64,089.00	\$ 64,089.00	37.98%	\$ 104 661 nn	104 661 00 Comittee of the Care for
Sub-Total Wendel Costs 5	610				- !	\$ 4,465,04	22.33%	5 15 52A DE	15 524 DE Carriers than 1 per to
				\$ 610,808.73 \$	414,166.87	\$ 41	£7 040Z	ľ	services unough 8/31/20
Owner Contingency							OV-OL70	> 196,641.86	
	233,529.10 \$		S 63.689.00	C 307 340 401					
Species Hispertion Allowance (1 Win Ports)	25,000,00 \$		1	* •		2	0.00%	\$ 297,218.10	
Utility Service Fee Allownace	50,000,00			\$ 25,000.00	5 12,443.00	\$ 12,443.00	49.77%	4 12 557 00	12 557 00 Camberral
Permitting and Inspection Allowance (James Price)	10,000,00			5 50,000.00	\$		26000	500000	Services unrough 9/22/20
Purchase Additional Propage Tank	20,000,00		5	\$ 10,000.00			7000	20,000,00	
Site Suppose for Decime	3,000.00 \$	•	5	200000			0.00%	5 10,000.00	
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reving (place noider)	66,500.00			3 100,000.00			0.00%	\$ 100,000.00	
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Total Project Budget   \$ 3.683	3.683.572.83   ¢	100 000 001	_					0670407407	
	2	(nn:coo/cn)		65,589.00 5 3,683,572,83 \$ 1.253,816,87 ¢ 1 2/10 £73 27	1.253.816.87	1 200 673 22			

Change Order Detail

Nelson Construction   \$ 414,938.00 \$ (59,44)     Builletin # 1 Credit Undercut Below Foundations & Pad (@ \$7.54 CY)     Structural Fill Below Foundations & Pad (@ \$41.75 CY)     Structural Fill Below Foundations & Pad (@ \$41.75 CY)     Structural Fill Below Foundations & Pad (@ \$41.75 CY)     Structural Fill Below Foundations & Pad (@ \$41.75 CY)     Berghammer Builders   Credit for Builders Risk Insurance   \$ 313,000.00 \$     Fleetrical - 5 Star		Contract Value
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s Risk Insurance \$ 114,000.00 \$ rs Risk Insurance \$	,	
\$ 114,000.00		
Description C	(450.00) \$	- \$ 113,550.00





Wendel

Banbury Place Building D04 Suite 202 Mailbox 2 800 Wisconsin Street Eau Claire, Wisconsin 54703 Phone: (715) 832-4848 Fax: (715) 514-1860

Project: 433101 - Town of La Pointe Fire Station 320 Big Bay Road La Pointe, Wisconsin 54850

# Subcontract Change Order #002: CE #006 - GC02- Foundation Design

CONTRACT COMPANY:

Berghammer Builders, Inc.

Clayton, Wisconsin 54004

CONTRACT FOR:

SC-002:GC02- Berghammer Builders-

702 W. Clayton Avenue PO Box 152

**General Contracting** 

DATE CREATED:

9/29/2020

CREATED BY:

Kaitlyn Handrich (Wendel (Williamsville

Office))

CONTRACT STATUS:

Approved

**REVISION:** 

0

REQUEST RECEIVED FROM:

LOCATION

**DESIGNATED REVIEWER:** 

**REVIEWED BY:** REVIEW DATE:

09/29 /2020

DUE DATE: REFERENCE:

**CHANGE REASON:** TOTAL AMOUNT:

Other \$ 335.00

SCHEDULE IMPACT:

**DESCRIPTION:** CE #006 - GC02- Foundation Design

This is being issued to address the changes to the foundation design based on the final certified metal building drawing and calculations.

#### A101 & A102:

Provide credit to omit window in Training Room #100

2. Floor plans have been adjusted per the approval metal building reactions and anchor bolts plans.

# A103:

1. Revise size and detail on the wash extractor pad in room #112.

#### A301:

1. Provide credit to omit window in Training Room #100

#### A701:

1. Floor plans have been adjusted per the approval metal building reactions and anchor bolts plans.

# S102 TYPICAL CONCRETE SECTIONS / DETAILS

Eliminated pier mark type P-2 and pier type B from 3/S102

Revised embedment depth of anchor rods, deleted 1" dia. rod and added 5/8" dia. rod

#### **\$201 FOUNDATION PLAN**

Revised concrete pier and footing sizes

Added footing type F-3

Revised extractor pad layout

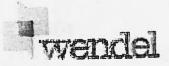
#### S301 SECTIONS / DETAILS

Revised 3/S301 to show revised column, pier and footing size

Revised 4/S301 to show anchor embed and footing relationship to grid

Revised 8/S301 to show footing relationship to grid

TRECENTATION OF SOUND From Micaida



#### S302 SECTIONS / DETAILS

Revised extractor pad detail 8/S302

ATTACHMENTS:

La Pointe FS-STRUCT REP#2 06-26-2020.ndf 453101 Town of La Point - ARCH - REP2 - 06.23.20.pdf

#### **CHANGE ORDER LINE ITEMS:**

CCO #002

CCO #002		Description	Туре	Amount
#	Cost Code	para para para para para para para para		\$ 335.00
11				
			Subtotal:	\$335.00
			Grand Total:	\$335,00

The original (Contract Sum)

Net change by previously authorized Change Orders

The contract sum prior to this Change Order was

The contract sum will be increased by this Change Order in the amount of

The new contract sum including this Change Order will be

The contract time will not be changed by this Change Order

\$ 1,428,612.00

(\$3,375.00) \$ 1,425,237.00

\$ 335.00

\$ 335,00

\$ 1,425,572.00

This Change Order constitutes full and final compensation for the work described in this Change Order. The contract time will not be changed by this Change Order.

This document is utilized in lieu of AIA Document G701-2001.

Berghammer Builders, Inc. 702 W. Clayton Avenue PO Box 152

Clayton Wisconsin 54004

SIGNATURE DATE SIGNATURE DATE

SIGNATURE 9.29

Printed On: 9/29/ 2020 11:49 AM



Date: 7/13/2020

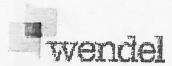
Project:

La Pointe Emergency Services Building

的影響的 医克里斯氏管 医电视线点	COST SUMMARY	。
DESCRIPTION	COST	NOTES/ATTACHMENTS
Labor Total	\$110.00	
Materials/Equipment Total	\$204.00	
Tax on Materials/Equipment		
Self-Performed Subtotal	\$314.00	
5% Overhead & Profit	\$15.70	
Self-Performed Total	\$329.70	
Subcontractors	\$0.00	
5% Overhead & Profit		
Subcontractors Total	\$0.00	
Subtotal of PCO	\$329.70	
Bond Increase	\$5.44	
Cost of PCO	\$335.14	

PROVIDED DETAIL Labor by Task	The State of the S	Qty.	Unit Cost	Total Cost
credit for window installation		-2	\$55.00	-\$110.00
Added rebar tying/cutting/installation for F3 Footings		4	\$55.00	\$220.00
•				\$0.00
Matorials Par - 1	Subtotal	2		\$110.00
Materials & Equipment by Task	是常是的可能的	Qty:	Unit Cost	Total Cost
Credit for W2 Window		-1	\$924.00	-\$924.00
Added #6 rebar for F3 footings		20	\$14.40	\$288.00
Added concrete for F3 footings		7.5	\$210.00	\$1,575.00
Credit for P2 footings concrete		-3.5	\$210.00	-\$735.00
	Subtotal			\$204.00
Year Sub-Contractor Proposals		Qty.	Unit Cost	Total Cost
	Subtotal			\$0.00





Wendel

Banbury Place Building D04 Suite 202 Mailbox 2 800 Wisconsin Street Eau Claire, Wisconsin 54703

Phone: (715) 832-4848 Fax: (715) 514-1860 Project: 433101 - Town of La Pointe Fire Station 320 Big Bay Road La Pointe, Wisconsin 54850

# Subcontract Change Order #003: CE #007 - GC02- Roof Color and Dorm Door Elimination

CONTRACT COMPANY: Berghammer Builders, Inc. CONTRACT FOR: SC-002:GC02- Berghammer Builders-702 W. Clayton Avenue PO Box 152 General Contracting Clayton, Wisconsin 54004 DATE CREATED: 9/29/2020 **CREATED BY:** Kaitlyn Handrich (Wendel (Williamsville Office)) **CONTRACT STATUS:** Approved **REVISION:** 0 REQUEST RECEIVED FROM: Ron Lahners LOCATION **DESIGNATED REVIEWER:** Michael Galley (Wendel (Williamsville REVIEWED BY: **DUE DATE: REVIEW DATE:** 09/29 /2020 REFERENCE: **CHANGE REASON: Owner Request** SCHEDULE IMPACT: TOTAL AMOUNT: (\$1,572.00)

**DESCRIPTION:** 

CE #007 - GC02- Roof Color and Dorm Door Elimination

Revised verbiage in this Change. The construction drawings excluded both exterior dorm room doors if fire protection was accepted in the door schedule. This was originally wrote to omit, technically we are adding a door.

Structural and Civil should be a credit as there are no indications of removal of those doors on those particular plans.

The following add a door to the project with the required adjustments: RFQ.7 CIVIL

C005 SITE PLAN

Adjust sidewalk near dorm room doors.

#### C006 GRADING PLAN

· Adjust sidewalk near dorm room doors.

# RFQ.7 ARCHITECTURAL G002 CODE COMPLIANCE PLAN

- Removed exterior exit door and light from room 108 Police Dorm.
- · Provide door into 109 Police Dorm.

#### A101 DIMENSION PLAN

Revised dimension string for removal of door 108-2.

#### A102 FLOOR PLANS

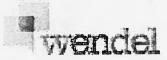
Provide cost to provide door 109-2 in Police Dorm 109.

#### A150 ROOF PLAN

- · Provide credit to change roofing to Galvalume in leu of standing seam.
- Changed Roof plan key note 1 to: Galvalume steel roof, by metal building supplier.
- Revised length of snow guard over door 109-2.

## A301 EXTERIOR ELEVATIONS

Provide cost to provide door 109-2 in Police Dorm 109.



· Revised length of snow guard over door 109-2.

# **A351 BUILDING SECTIONS**

Revised section 1/A351 to show door 108-2 removal.

# A401 WALL SECTIONS / EXTERIOR DETAILS

- Revised wall section 4/A401 to show door 108-2 removal.
- Revised key note 4 to: Galvalume steel roof, by metal building supplier.
- Revised roof material note in details 5/A401 and 6/A401

# A402 WALL SECTIONS / EXTERIOR DETAILS

· Revised roof material note in detail 5/A402

RFQ #7 STRUCTURAL S201 FOUNDATION PLAN

Revised stoop along grid one (removal of door 108-2)

The contract time will not be changed by this Change Order

ATTACHMENTS:

La Pointe FS-CMR, RFQ-17 07-01-2020 add. 43:101 Town of La Pointe - ARCH - RFQ-7 add. La Pointe FS-STRUCT\_RFC-#7-07-01-2020 add

#### **CHANGE ORDER LINE ITEMS:**

#### CCO #003

#	Cost Code	Description	Туре	Amount
1				(\$1,572.00
			Subtotal:	(\$1,572,00

The original (Contract Sum)

Net change by previously authorized Change Orders

(\$3,040.00)

The contract sum prior to this Change Order was

\$1,425,572.00

The contract sum will be decreased by this Change Order in the amount of

The new contract sum including this Change Order will be

\$1,424,000.00

This Change Order constitutes full and final compensation for the work described in this Change Order. The contract time will not be changed by this Change Order.

This document is utilized in lieu of AIA Document G701-2001.

Berghammer Builders, Inc. 702 W. Clayton Avenue PO Box 152

Clayton Wisconsin 54004

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE

2 of 2 Printed On: 9/29/ 2020 11:57 AM



Date:

8/24/2020

Project:

La Pointe Emergency Services Building

	COST SUMMARY	
DESCRIPTION	COST	NOTES/ATTACHMENTS
Labor Total	\$495.00	
Materials/Equipment Total	-\$2,367.00	
Tax on Materials/Equipment		
Self-Performed Subtotal	-\$1,872.00	
5% Overhead & Profit		
Self-Performed Total	-\$1,872.00	
Subcontractors	\$300.00	
5% Overhead & Profit		
Subcontractors Total	\$300.00	
Total Cost of PCO	-\$1,572.00	

PROVIDEDIDETAILEDIBREAKD	OWN BEEC	Washington	ENGLISH VILLES HOLD
Labor by-Task	Qty:	Unit Cost	Total Costa, ha
Frame in door opening	2	\$55.00	\$110.00
Install door & hardware	8	\$55.00	\$440.00
Credit for 5' snow guard installation	-1	\$55.00	-\$55.00
Subtotal	9		
Materials & Equipment by, Task		Unit Cocts	\$495.00 ** ****Total Cost*******
Adjust sidewalk size	-75	\$5.00	-\$375.00
Door 109-2 from Twin City Hardware	1	\$1,208.00	\$1,208.00
PEMB Components - Star Buildings	1	\$100.00	\$1,208.00
Credit for Galvalume Roof Panels - Star Buildings	-1	\$3,235.00	-\$3,235.00
Credit for 5' of Snow guards - Star Buildings	-5	\$13.00	-\$65.00
Subtotal			-\$2,367.00
Sub-Contractor Proposals	Qty::::	Unit Costé	Total Cost
Painting of door & frame	1	\$300.00	\$300.00
Subtotal			\$300.00





Wendel
Banbury Place Building D04 Suite 202 Mailbox 2 800 Wisconsin Street
Eau Claire, Wisconsin 54703
Phone: (715) 832–4848
Fax: (715) 514-1860

Project: 433101 - Town of La Pointe Fire Station 320 Big Bay Road La Pointe, Wisconsin 54850

CONTRACT COMPANY:	Berghammer Builders, Inc. 702 W. Clayton Avenue PO Box 152 Clayton, Wisconsin 54004	CONTRACT FOR:	SC-002:GC02- Berghammer Builders- General Contracting
DATE CREATED:	9/ 29 /2020	CREATED BY:	Kaltlyn Handrich (Wendel (Williamsville Office))
CONTRACT STATUS:	Approved	REVISION:	O
REQUEST RECEIVED FROM:	Ron Lahners	LOCATION	and the second of the second s
DESIGNATED REVIEWER:	Michael Galley (Wendel (Williamsville Office))	REVIEWED BY:	restant (M. C. september 1997) in the second of the second
DUE DATE:	il direct per di Angelogia mente i manerali dente a com mi differenco de moni anchembra mente demonstrata de m Tento de la compositorio della comp	REVIEW DATE:	09/29 /2020
REFERENCE:	i teritoria del como proposición en la securida que entre que entre de entre y entre entre que entre del construir entre	CHANGE REASON:	the communication of the second of the secon
SCHEDULE IMPACT:	alor (m. 1999) of the property of the statement of the property of the statement of the property of the statement of the stat	TOTAL AMOUNT:	(\$365.94)
DESCRIPTION: CE #008 - Wall/Corner Guards Provide 12 wall/corner guards in	lieu of 20 corner guards. Coordinate location	og with AE and ONA in the	A Carrier Committee on the Carrier of the Carrier Committee of the Carrier of the Carrier of Carrier of Carrier on Carrie

# CHANGE ORDER LINE ITEMS:

# CCO #004

	Description	Туре	Amount
1			(\$365.94)
		Subtotal;	(\$365.94
		Grand Total:	(4303.84)

The original (Contract Sum)

Net change by previously authorized Change Orders

The contract sum prior to this Change Order was

The contract sum will be decreased by this Change Order in the amount of

The new contract sum including this Change Order will be

The contract time will not be changed by this Change Order

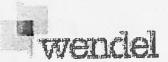
\$ 1,428,612.00

\$ 1,424,000.00

\$ 1,423,634.06

(\$4,612.00)

(\$365.94)



This Change Order constitutes full and final compensation for the work described in this Change Order. The contract time will not be changed by this Change Order.

This document is utilized in lieu of AIA Document G701-2001.

Berghammer Builders, Inc. 702 W. Clayton Avenue PO Box 152

Clayton Wisconsin 54004

SIGNATURE DATE

SIGNATURE

10/1/2020 DATE

SIGNATURE

9.29,2020



Date: 9/2/2020

Project:

La Pointe Emergency Services Building

	COSTSUMIMARY	
DESCRIPTION	COST	NOTES/ATTACHMENTS:
Labor Total	-\$110.00	
Materials/Equipment Total	\$0.00	
Tax on Materials/Equipment		
Self-Performed Subtotal	-\$110.00	
10% Overhead & Profit		
Self-Performed Total	-\$110.00	
Subcontractors	-\$250.00	
10% Overhead & Profit		
Subcontractors Total	-\$250.00	
Subtotal of PCO	-\$360.00	
Bond Increase	-\$5.94	
Cost of PCO	-\$365.94	

PROVIDE DETAILED BREAKDO Labor by Task			经国际股份 医电影
Labor by Task Credit for Installation labor for (8) corner guards		Unit Cost	Total Cost
credit for installation labor for (8) corner guards	-2	\$55.00	-\$110.00
			\$0.00
			\$0.00
Subtotal Subtotal			-\$110.00
Materials & Equipment by Task	Qty.	Unit Cost	🚁 Total Cost: 🦠
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Sub-Contractor Proposals			\$0.00
redit from Valley Builders for (8) corner guards	THE RESERVE OF THE PARTY OF THE		👵 Total Cost 🏸
reaction valley bulluers for (a) corner guards	-8	\$31.25	-\$250.00
Subtotal			-\$250.00





Wendel Banbury Place Building D04 Suite 202 Mailbox 2 800 Wisconsin Street Eau Claire, Wisconsin 54703 Phone: (715) 832-4848 Fax: (715) 514-1860

Project: 433101 - Town of La Pointe Fire Station 320 Big Bay Road La Pointe, Wisconsin 54850

CONTRACT COMPANY:	Berghammer Builders, Inc. 702 W. Clayton Avenue PO Box 152 Clayton, Wisconsin 54004	CONTRACT FOR:	SC-002:GC02- Berghammer Builders- General Contracting
DATE CREATED:	9/ 29 /2020	CREATED BY:	Kaitlyn Handrich (Wendel (Williamsville Office))
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:	Ron Lahners	LOCATION	and the second of the second s
DESIGNATED REVIEWER:	Michael Galley (Wendel (Williamsville Office))	REVIEWED BY:	the control of the second control of the second of the sec
DUE DATE:	Control plants applying the control of the control of the state of the control of	REVIEW DATE:	09/29 /2020
REFERENCE:	in Prince and the second secon	CHANGE REASON:	The state of the s
SCHEDULE IMPACT:	Noticed St. V. F. Alexander (Associated and Associated St.	TOTAL AMOUNT:	(\$1,626.40)
DESCRIPTION: CE #009 - Overhead Doors Contractor to supply 26 gage ste	el exterior skin in lieu of 20 gage at the over	nead doors.	and the second s
ATTACHMENTS: CE#009 pdf	en e	ar - comment of a comment of the second	AND THE RESIDENCE OF THE PROPERTY OF THE PROPE

### CHANGE ORDER LINE ITEMS:

# CCO #005

#	Cost Code	Description	Тура	Amount
1				(\$1,626.40)
			Subtotal:	(\$1,626.40)
			Grand Total:	(\$1,626.40)

The original (Contract Sum)	\$ 1,428,612.00
Net change by previously authorized Change Orders	
The contract sum prior to this Change Order was	(\$4,977.94)
The contract sum will be decreased by this Change Order in the amount of	\$ 1,423,634.06
The new contract sum including this Change Order will be	(\$1,626.40)
The contract time will not be changed by this Change Order	\$ 1,422,007.66



This Change Order constitutes full and final compensation for the work described in this Change Order. The contract time will not be changed by this Change Order.

This document is utilized in lieu of AIA Document G701-2001.

Berghammer Builders, Inc.

702 W. Clayton Avenue PO Box 152

Clayton Wisconsin 54004

1/1/2020 SIGNATURE DATE

page 2 of 2



Date:	9/4/2020	
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**Project:** La Pointe Emergency Services Building

	COST SUMMARY	
DESCRIPTION	COST	NOTES/ATTACHMENTS
Labor Total	\$0.00	
Materials/Equipment Total	\$0.00	
Tax on Materials/Equipment		
Self-Performed Subtotal	\$0.00	
10% Overhead & Profit		
Self-Performed Total	\$0.00	
Subcontractors	-\$1,600.00	
10% Overhead & Profit		
Subcontractors Total	-\$1,600.00	
Subtotal of PCO	-\$1,600.00	
Bond Increase	-\$26.40	
Cost of PCO	-\$1,626.40	

PROVIDE DETAILED BREAKDO	WINBELO		
Labor by Taske	Qty.	Unit Cost	Total Cost
			\$0.00
			\$0.00
			\$0.00
Subtotal			\$0.00
Materials & Equipment by Task	Qty.	Unit Cost-	Total Cost:
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Subtotal			\$0.00
Sub-Contractor Proposals	Qty	Unit Cost.	
redit for 26-gauge exterior door panels - Model 3216			-\$1,600.00
Subtotal			-\$1,600.00