

MISHICOT VILLAGE BOARD

Regular Meeting

October 20, 2020

The October 20, 2020 meeting of the Mishicot Village Board was called to order by President Samz at 7:00p.m. at the Village Hall. Roll call indicated Trustees Becker, Beranek, Ferry, Franz, Haack, Kliment, and Samz. Paul Granger and John Tulachka was also present. Also, in attendance was Jodi Parma, Pat Wondrash, and Jim Wilson.

President Samz led everyone in attendance in the Pledge of Allegiance.

A motion was made by Trustee Kliment to approve the October 6, 2020 regular meeting minutes, seconded by Trustee Beranek. All in favor, motion carried.

Pat Wondrash believes his mother Florence Wondrash has been overcharged on her recent Mishicot Water and Sewer Utility bill. Jim Wilson also felt he was over charged on his recent Mishicot Water and Sewer Utility bill. John Tulachka will retake reading and then be able to print off profile report that will show every day of use for the last quarter billing.

John Tulachka reported that the park lateral had a spot repair done and that Manitowoc County will be coming in to put an asphalt patch on area that was dug up to do repair.

Trustee Becker reported that Pumpkin Fest had been cancelled and that ambulance calls have been up.

Trustee Ferry will be attending a Progress Lakeshore Meeting on October 21, 2020 at 7:00a.m...

President Samz notified the board that the Village of Mishicot Facebook page will be down for 2 weeks.

A motion was made by Trustee Kliment to approve operator license #84 Samantha J Huckleby and deny operator license #81 Amanda L Kapitz, seconded by Trustee Franz. All in favor motion carried.

President Samz introduced general fund claims in the amount of \$31,135.53, water utility fund claims in the amount of \$1,717.60 and sewer utility fund claims in the amount of \$32,785.32 for Board Action. A motion was made by Trustee Franz to accept the claims as presented and posted, seconded by Trustee Beranek that claims totaling \$65,638.45 to be approved and the Treasurer to be authorized to issue the same. Roll call indicated as follows: Ayes -7: Nays-0; motion carried.

Sewer User Charge System was tabled until the November 5, 2020 board meeting.

Manitowoc Heating quote for VFW heat and AC has been put on the list for possible approval for the 2021 budget.

A motion was made by Trustee Haack to approve utility balance adjustments for Tyler Schleis, Presher Properties LLC., and Adam Reichard in the total amount of \$394.55, seconded by Trustee Becker. Roll call indicated as follows: Ayes -7: Nays-0; motion carried.

A motion was made by Trustee Haack to approve the third amendment to the existing lease between the Village of Mishicot (landlord) and New Cingular Wireless (tenant) to make changes in the attached equipment on the tower owned by the Village of Mishicot located on Rockway

3501

Street, the amendment will increase the current lease amount by \$3,860.41, seconded by Trustee Beranek. Roll call indicated as follows: Ayes-7: Nays-0; motion carried.

A motion was made by Trustee Haack to approved the certified survey map for Jacob and Alison Schaus to join 2 lots into one as presented, seconded by Trustee Ferry. All in favor, motion carried.

A motion was made by Trustee Haack to approve the certified survey map for Jeffrey S Krause to join four lots to make lots one and two, seconded by Trustee Ferry. All in favor, motion carried.

Motion was made by Trustee Kliment to adjourn at 7:50p.m., and seconded by Trustee Beranek. All in favor motion carried.

Respectfully Submitted by:

A handwritten signature in cursive script, reading "Carol Paider", written in dark ink. The signature is fluid and stylized, with the first name "Carol" and last name "Paider" clearly distinguishable.

Carol Paider-Village Clerk

Narrative for new AT&T Lease on Rockway Tower

Before the Village Board is the 3rd amendment to the current lease between New Cingular Wireless d/b/a AT&T ("Tenant") and the Village of Mishicot ("Landlord"). The original lease dated October 4, 2011, a first amendment dated February 17, 2015, a second amendment dated January 3, 2017, was a continuation of an agreement for Tenant to attached their personal wireless services equipment, so defined, onto and from support structures facilities owned by Landlord. The original lease and the first amendment utilized the Landlord owned facility known as the Buchanan Water Tank, all subsequent leases and amendments, to include this third amendment, are for the Tenant to utilize the Rockway Tower.

The Tenant has made request and applied to make certain modifications to their wireless equipment located on the Village owned Rockway Tower. The Village issued a permit to commence the requested modifications. As of this date the Tenant has not completed the permitted work, the permit did expire and the permit has been re-issued. Upon completion of all modifications the permitted changes will cause increase the tower loading. A tower is designed to accommodate a certain amount of equipment and the said equipment is arranged in such a manner to minimize the stresses on the tower and foundation therefore, maintaining the support structure to operate in a safe way. The Tenant provided a structural analysis to the Village to assure the facility is and will continue to operate in a safe manner. The structural analysis utilized the industry standards as published under ANSI/EIA/TIA-222-G Series II Exposure C for Manitowoc County, Wisconsin.

Tenant requested changes and modifications will increase the tower windloading (stress) by 5.03%. The Tenant's yearly lease rate shall also be increased by 5.03% (rounded). The effective date of each lease term is May 1 through April 30. The new yearly rental rate will be the pro-rated equivalent of \$29,596.49.

The Tenant shall commence tower modifications and changes at their discretion. On the date Tenant begins installation and changes to install their equipment, the Tenant shall notify Village Wireless Consultant and Village Wireless Consultant shall calculate the pro-rata portion of the increased rent and notify Tenant the additional amount of rent for the remaining year. The rent as adjusted from the yearly amount shall be due within thirty (30) days.

The purpose of the third amendment to the lease is to increase the amount of income to the Village by 5.3% over the previous rent, while doing no harm or causing any negative impact to the Village treasury or operation. Tenant pays Village on a yearly basis. The modified rent amount will be proportionate. Furthermore, the rental abatement the Village assured to the Tenant for Village to gain absolute and complete ownership of the facility known as Rockway Tower shall be terminated next April 30, 2021.

Respectfully submitted,


