



# UTILITY COMMITTEE MEETING AGENDA

February 03, 2026 at 5:45 PM

Kronenwetter Municipal Center - 1582 Kronenwetter Drive Board Room (Lower Level)

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**1. CALL MEETING TO ORDER**

- A. Pledge of Allegiance
- B. Roll Call

**2. PUBLIC COMMENT**

Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this Village that Public Comment will take no longer than 15 minutes with a three-minute time period, per person, with time extension per the Chief Presiding Officer's discretion. Be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments.

**3. REPORTS AND DISCUSSIONS**

- C. Director of Public Works and Utilities Report

**4. OLD BUSINESS - DISCUSSION AND POSSIBLE ACTION**

- D. Water Tower Lease Information

**5. NEW BUSINESS - DISCUSSION AND POSSIBLE ACTION**

- E. PFAS Lawsuit
- F. CIP Projects

**6. NEXT MEETING:** March 3, 2026

**7. CONSIDERATION OF ITEMS FOR FUTURE AGENDA**

**8. ADJOURNMENT**

**WRITTEN COMMENTS:** You can send comments on agenda items to [kcoyle@kronenwetter.org](mailto:kcoyle@kronenwetter.org)

**NOTE:** *Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made at least 24 hours in advance to the Village Clerk's office at (715) 693-4200 during business hours.*

Posted: 02/02/2026 Kronenwetter Municipal Center and [www.kronenwetter.org](http://www.kronenwetter.org)

Faxed: WAOW, WSAU, City Pages, Mosinee Times | Emailed: Wausau Daily Herald, WSAW, WAOW, Mosinee Times, Wausau Pilot and Review, City Pages



**Report to Utility Committee**

**Item Name:** Director of Public Works and Utilities Report

**Meeting Date:** February 3, 2026

**Referring Body:**

**Committee Contact:**

**Staff Contact:** Greg Ulman

**Report Prepared by:** Greg Ulman

- PGA was working on the meter exchanges at the Weston Power Plant and have been running into issues replacing them, staff and crews have been working on getting this remedied. PGA wasn't able to finish the job so the Village hired Fore-Front Mechanical to complete the project. Monday January 12<sup>th</sup> Fore-Front completed the job in roughly 6 hours.
- Lift Station #3 is still giving us issues with rags and other issues clogging the pumps.
- The well #1 rehab project is complete. The contractor started at the end of November, and because of the extreme cold they had to pause the project. As of January 28<sup>th</sup>, well #1 was back online.
- The metering station telemetry will be delivered hopefully sometime in February, then after a few days we can get water to flow through the station to test it per DNR requirements. After all testing is complete, we would be able to purchase water if need be from Rothschild.
- Work has started on Lift Stations 2&6 with the upgrade project. New panels and generators are being installed and work will be completed in spring 2026.
- The water level has been lowered for the winter in the tower. This keeps fresher/warmer water flowing into the tower to prevent freeze up during the sever cold. The downside of this is a lower amount of storage capacity for fire protection.
- Staff is working on obtaining a utility easement for the water and sewer lines off of Kowalski Dr. by Tropical Gardens. This is located just to the west of the interstate on the north side of the road. When the line was installed 20+ years ago the Village and engineer only had a temporary easement, we need a permanent easement to maintain our lines. There are about seven other locations in the Village where this is an issue as well.
- PGA purchased the former FAA land and we will be working with them as they develop in the future.

**Greg Ulman**

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**From:** Peter Wegner  
**Sent:** Tuesday, May 20, 2025 10:51 AM  
**To:** David M. Baker; John Jacobs  
**Cc:** Jennifer Poyer; Greg Ulman  
**Subject:** Water Tower Lease Agreement  
**Attachments:** 10124070 - Second Amendment to Water Tower Lease Agreement\_DRAFT - REVISED 01.16.2025.docx; 10124070 - First Amendment to Water Tower Lease Agreement.pdf; 10124070 - Water Tower Lease Agreement.pdf; Letter of Authorization - 1688 Pine Road, Kronenwetter, WI 54455.pdf; 10124070 - Second Amendment to Water Tower Lease Agreement\_DRAFT.docx; 10124070 - Second Amendment to Water Tower Lease Agreement\_DRAFT - REVISED 01.16.2025.docx; RE: [External] Partnership - FA 10124070

Dave,

I have been working to resolve this issue since August 2024.

To summarize, an authorized agent for AT&T presented the attached draft “Second Amendment to the Water Tower Lease Agreement” for the Village’s review (August 2024). Since then, I have had numerous correspondence with Gedi Stasiunas, MD7 Authorized Agent for AT&T Mobility. In addition, I sent numerous emails to Chris Voll and Lisa Kerstner with my thoughts, including a request to have the Village Attorney review. Attached are copies of the Original Lease Agreement, First Amendment, Proposed Second Amendment (2024 Draft) and Proposed Second Amendment (2025 Draft).

Here is a summary of my interpretation of the attached existing and proposed agreements.

Original Lease Agreement

- 2005 - \$21,600 annually
- 2010 - \$24,600 annually
- 2015 - \$28,600 annually

First Amendment Lease Agreement (2016) – automatic renewal for up to five separate additional periods of five years.

- The Annual Rent will increase by twelve percent (12%) over the Annual Rent paid during the previous Term
- 2016-2021 - \$28,000 annually
  - 2021-2026 – \$31,360 annually
  - 2026-2031 – \$35,123 annually
  - 2031-2036 – \$39,337 annually
  - 2036-2041 - \$44,058 annually

Proposed Second Amendment Lease Agreement (draft)

- Commencing on June 1, 2026 \$24,000 per year with a 2% increase for every year after.
- 2026 - \$24,000
  - 2027 - \$24,480
  - 2028 - \$24,969
  - 2029 - \$25,468
  - 2030 - \$25,978

2031 - \$26,497

Proposed Second Amendment Lease Agreement (revised draft 1/16/2025)

Commencing on June 1, 2026 \$27,000 per year with a 2% increase for every year after.

2026 - \$27,000

2027 - \$27,540

2028 - \$28,090

2029 - \$28,652

2030 - \$29,225

2031 - \$29,809

I also included email correspondence with Gedi where he responds to my question regarding the most recent proposal. Please review and let me know how you would like to proceed.

Respectfully,

PETE

Peter S. Wegner  
Community Development/Planning and Zoning Director  
715-692-1729  
Village of Kronenwetter

[www.kronenwetter.org](http://www.kronenwetter.org)





AT&T Mobility  
Network Real Estate Administration  
5405 Windward Parkway  
Alpharetta, GA 30009

Section 4, Item D.

**By Certified Mail Return Receipt Requested**  
**Receipt No. 71138257147282301808**

August 18, 2008

Village Of Kronenwetter  
1582 Kronenwetter Dr  
Mosinee, WI 54455-7268

**KEEP THIS LETTER WITH YOUR LEASE AGREEMENT  
AND OTHER IMPORTANT LEGAL DOCUMENTS**

Re: LEGAL NOTICE OF CHANGE TO LEGAL NOTICE ADDRESSES  
10124070 - Kronenwetter WT - KronenwetterWT

Dear Landlord:

Welcome to AT&T! As you may know, AT&T Inc. acquired Dobson Communications Corporation. Effective immediately, your tenant will continue to be the same Dobson legal entity that operates equipment at your property, but that company is now an indirectly owned entity of AT&T Inc. You should expect no material change in the use of your property or your lease, except that you will now receive your rent payments from a new entity. Beginning September 1, 2008, you will begin receiving rental payments from AT&T's Network Real Estate Administration Department.

Effective immediately, all future notices or other correspondence relating to the Lease should be sent to one of the following alternative addresses with a required copy to AT&T's Legal Department at the address set forth below.

Send mail sent by United States Postal Service to:

Dobson Cellular  
c/o AT&T Network Real Estate Administration  
Cell Site Name: Kronenwetter WT  
Fixed Asset No: 10124070  
P. O. Box 1630  
Alpharetta, GA 30009

Alternatively, send Overnight Mail to:

Dobson Cellular  
c/o AT&T Network Real Estate Administration  
Cell Site Name: Kronenwetter WT  
Fixed Asset No: 10124070  
12555 Cingular Way  
Alpharetta, GA 30004

In addition, send a required copy of the notice mailed to either of the above addresses to:

Dobson Cellular  
c/o AT&T Legal Department  
AT&T Legal Department  
Attn: Network Counsel  
Fixed Asset No: 10124070  
15 East Midland Ave.  
Paramus, NJ 07652

In addition to these addresses, you may contact us with regard to routine informal matters, but not formal or legal matters, by phone at 1-877-231-5447 or by email at RELEaseAdmin@awsmail.att.com. We look forward to a continued successful relationship with you.

Very truly yours on behalf of AT&T,

Lisa Herndon  
Director of Network Real Estate Administration

## WATER TOWER LEASE AGREEMENT

This Lease agreement ("Agreement") is entered into this 23<sup>rd</sup> day of May 2005, between American Cellular Corporation, a Delaware corporation ("Lessee"), and the Village of Kronenwetter, a municipal corporation of the state of Wisconsin ("Lessor"). For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. Lessor currently owns a parcel of land (hereinafter referred to as the "Land") and owns and operates a water tower (hereinafter referred to as the "Tower") located thereon in the Village of Kronenwetter, Marathon County, Wisconsin (hereinafter the Tower and Land are collectively referred to as the "Property"). The Land is more particularly described in Exhibit A, attached hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor, on a nonexclusive basis, approximately 100 square feet of the Land and space on the Tower at the 156' foot level, which is the top of the water tower (hereinafter collectively referred to as the "Premises") and grants Lessee the right to install and maintain transmission and utility wires, cables, conduits and pipes on the Property including over, under or along a right-of-way extending from the nearest public right-of-way to the Premises.

2. Use. The Premises may be used by Lessee only to install, maintain, repair, replace, remove and operate on the Premises a transmission antenna and uses incidental thereto in connection with the providing of wireless telecommunications services. Lessee represents that it shall prior to installation of its equipment, obtain all necessary licenses to transmit wireless signals from this location for wireless transmitting purposes.

3. Term. The term of this Agreement shall be five (5) years commencing no later than June 1<sup>st</sup>, 2005, ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided herein. Subject to the provisions herein, Lessee shall have the right to extend the Term for two (2) successive five (5) year periods (the "Renewal Terms") on the terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless either party notifies the other of its intention not to exercise its option to renew at least six (6) months prior to the expiration of the then existing Term or Renewal Term.

4. Rent.

a. Initial Term. Lessee shall pay to Lessor as annual rent the sum of Twenty-one Thousand Six Hundred Dollars (\$21,600) per annum (hereinafter referred to as the "Annual Rent"). Annual Rent shall be payable on the Commencement Date and each anniversary thereafter.

b. Renewal Term. In the event that either party elects to renew this Agreement, pursuant to paragraph 4 above, the Annual Rent shall increase on the first day of

the first Renewal Term (June 1<sup>st</sup>, 2010) to Twenty-four Thousand, Six Hundred Dollars (\$24,600) annually, for the second Renewal Term (June 1<sup>st</sup>, 2015) Twenty-eight Thousand, Six Hundred Dollars (\$28,600) annually.

5. Conditions Precedent. This Agreement is subject to the following conditions precedent:

a. Lessee's ability to obtain all governmental licenses, permits and approvals required of Lessee for its use of the Premises, including without limitation, applications for zoning variances, administrative or special use permits, and building and land disturbance permits (hereinafter collectively referred to as "Governmental Approvals"); provided, however, that Lessee shall have the right, without obligation to do so, to appeal any denial by a governmental agency, and the contingency date for obtaining Governmental Approvals shall be extended until such time as a final decision is rendered and is not the subject of any further appeal made or defended by Lessee.

b. Lessee shall obtain an RF engineering analysis, which search, survey, study, or analysis shall not reveal defects or abnormalities, which Lessor, in its sole discretion, determines would interfere with, or prevent Lessee's intended use of the property.

c. If Paragraph 7-condition precedent is not satisfied or waived within one (1) year from the date hereof (subject to appeal and tolling of this condition precedent date pursuant to Paragraph 7a.), Lessee or Lessor may terminate this Agreement on thirty (30) days notice without any liability to the other party.

6. Interference.

a. Lessee's installation, operation, and use of its transmission facilities under this Agreement shall not damage or interfere in any way with Lessor's Tower operations or related repair and maintenance activities. Lessor, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the Property and to temporarily interfere with Lessee's leasehold improvements as may be necessary in order to carry out any of such activities. Lessor agrees to give thirty (30) days advance written notice of such activities to Lessee and to reasonably cooperate with Lessee to carry out such activities with a minimum amount of interference with Lessee's transmission operations.

b. Lessor shall not guarantee to Lessee exclusive use of or noninterference with Lessee's transmission operations provided, however, that in the event any other party requests permission to place any type of additional antenna or transmission facility on the Tower after Lessee, this paragraph will govern the determination of whether such antenna will interfere with Lessee's transmission operations. If Lessor receives any such request, Lessor shall require such third

party to perform an intermodulation study and submit the proposal and the study to Lessor and Lessee for review for noninterference. Lessee shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by Lessee to the installation of antennas or transmission facilities pursuant to said proposal. Any dispute between Lessor and Lessee regarding the proposed additional installation and its potential for interference with Lessee's transmission operation shall be resolved by submitting the issue for decision to an independent third party mutually agreed upon by Lessor and Lessee, whose decision regarding interference shall be binding on both parties hereto and whose expense shall be borne equally by Lessee and the party requesting such permission.

c. In the event that Lessee's transmission operations interfere with any type of electronic reception or transmission of any other parties on adjacent properties, Lessee agrees to use its reasonable best efforts to remedy such interference in accordance with applicable regulations and standards of the FCC. Lessee warrants that it shall maintain all of its Antenna Facilities in full compliance with all applicable regulations of the FCC and other governing bodies. Lessee will be responsible for resolving any intermod problems with other users, of the property, should they occur due to the equipment installed and operated by Lessee; provided, however, if Lessee and any other third party cannot reduce the level of interference to acceptable levels, Lessee may terminate this Lease.

7. Aesthetic Issues.

a. Any and all equipment and/or material placed by Lessee upon the water tower shall have the same color as the water tower to lessen the visual impact of Lessee's equipment.

b. Any other visible equipment of Lessee shall be enclosed in a self-contained outdoor cabinet designed for the least visual impact. Said self-contained outdoor cabinet shall be designed to be expandable to include a 5' by 10' area for public safety communications equipment, Lessee shall consult Lessor concerning the design of any self contained outdoor cabinet consistent with this paragraph; Lessor shall not unreasonably withhold its approval of any self contained outdoor cabinet.

c. Lessor will notify Lessee at least forty-five (45) days in advance of the date when the Tower is scheduled to be painted. A painting contractor will bid on the cost of painting the tower without the Antenna Facility. The contractor will then bid on the cost of painting the tower with Lessee's antennas left in place. The contractor will then proceed to paint the tower with Lessee's antennas left in place. Lessee will reimburse Lessor for the difference between the two bids. Lessor grants Lessee the ability to place their antenna facilities on a temporary COW (Cell site on Wheels) while the tower is being painted. Upon the painting being complete the Lessee will

place their antenna facilities back on the tower and remove the COW from the premises.

8. Taxes. Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, Lessee's Facilities. Lessee shall pay when due all taxes and all other fees and assessments attributable to the Premises.

9. Insurance. Lessee will provide Commercial General Liability Insurance in an aggregate amount of \$1,000,000 and name Lessor as an additional insured on the policy or policies. Lessee may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Lessee may maintain.

10. Administrative Fee. Lessee shall be responsible for all administrative cost and attorney's fees incurred by the Lessor in reviewing and revising this Lease, such fees not to exceed \$1,800.00. Lessor shall invoice Lessee for the entire amount of such costs and fees to Lessee no later than thirty (30) days after the execution of this Lease. Lessee shall remit payment of such cost and fees to the Lessor within thirty (30) days of receipt of such invoice.

11. Indemnification. Lessee agrees to defend, indemnify and hold Lessor harmless from claims arising from the installation, use, maintenance, repair or removal of the Lessee Facilities, except for claims arising from the negligence or intentional acts of Lessor, its employees, agents or independent contractors. Lessor agrees to defend, indemnify and hold harmless Lessee from any and all claims arising from the use of the Property excluding the Premises by Lessor, Lessor's agents, assigns and permittees or by third parties.

12. Termination. Subject to paragraph 4 herein, this Lease may also be terminated by either party upon thirty (30) days written notice to the other party only as contained in this Paragraph.

a. By either party, upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default to the other party, provided that such thirty (30) day period shall be extended as reasonably necessary in the event that the party alleged to be in default is proceeding in good faith with due diligence to cure such default but is unable to do so within thirty (30) days;

b. By Lessee, if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the transmission facilities or Lessee's business;

c. By Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies;

d. By Lessee if the Property, Tower, or Antenna Facilities are destroyed, dismantled or damaged so as, in Lessee's judgment to render the site unusable as an Antenna Facility.

e. By Lessor, if it determines in its sole discretion and for any reason, that the Tower is structurally unsound for use as a Tower, including but not limited to consideration of age of the structure, damage or destruction of all or part of the Tower or the Property from any source, or factors relating to conditions of the Property.

In the event there is a termination of this Agreement as provided in paragraphs 12.b., 12.c., 12.d., or 12.e., Lessee shall be entitled to reimbursement of any prepaid rent prorated to the date of termination.

Upon termination of this Lease, Lessee shall remove all of its equipment, personal property, Antenna Facilities, structure and leasehold improvements from the Tower and the Property within ninety (90) days after the date of termination, and shall restore the Tower and the Premises to the condition it was in on the Commencement Date, ordinary wear and tear excepted, all at Lessee's sole cost and expense. Any such property that is not removed by end of said ninety (90) day period shall become the property of Lessor.

13. Notices. Any notice required or permitted by this Lease shall be deemed effective when personally delivered in writing, or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

Lessor: Village of Kronenwetter  
c/o Henry Luxem  
Village Administrator  
1582 Kronenwetter Drive  
Mosinee WI 54455

Lessee: American Cellular Corporation  
Attn: Leasing Department  
3910 South Avenue  
Youngstown OH 44512

With a copy to: American Cellular Corporation  
Attn: Legal Department  
14201 Wireless Way  
Oklahoma City, OK 73134

14. Assignment Clause. Notwithstanding any provision in the agreement which may conflict with this section, any of the following events, transfers or assignments may take place or

be made by the Lessee without the need for prior approval by Lessor, or any transfer fees or other requirements applicable to other transfers or assignments of the Agreement, to-wit:

- a. any transfer or assignment of the Agreement to an entity, which is affiliated with Lessee. For purposes of this paragraph, an affiliated entity is an entity in which there is a common owner owning at least ten percent (10%) ownership interest in both Lessee and the other affiliated entity, and shall include but not be limited to parent and subsidiary entities to Lessee, any subsidiary entity of Lessee, as well as partnerships in which Lessee or any of its subsidiary entities, is a general partner.
- b. any transfer or assignment of the Agreement to a transferee or assignee of Lessee's FCC wireless license; or
- c. any transfer or assignment of the Agreement to a transferee or assignee, which has or acquires a controlling ownership interest in Lessee.

For any transfer or assignment under this subsection, within twenty (20) business days prior to any such transfer or assignment, Lessee must provide Lessor with the written adoption, ratification and assumption of the Agreement for the transferee, assignee, or successor of Lessee. Notwithstanding any such transfer or assignment under this subsection, Lessee shall nonetheless remain obligated for all financial obligations of Lessee under the Agreement for the remainder of the term hereunder.

15. Tower Marking and Lighting Requirements. Lessor acknowledges that it and not Lessee shall be responsible for compliance with all Tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC; provided, however, that Lessee shall be responsible for any FAA or FCC marking or lighting requirements which are directly related to the presence of Lessee's Antenna Facilities. Both Lessor and Lessee shall indemnify and hold the other party harmless from any fines or other liability caused by either Lessor's or Lessee's, as applicable, failure to comply with such requirements. Should either party be cited by either the FCC or FAA because the Lessee's Antenna Facilities are not in compliance and, should the nonconforming party fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, either Lessor or Lessee, as applicable, may terminate this Agreement immediately on notice to the other party, or may proceed to cure the conditions of noncompliance at the nonconforming party's expense, which amounts may either be added as additional Rent or deducted from the Rent, as applicable.

16. Hold Harmless. Lessee warrants that its installation and all work by Lessee shall cause no damage to the Tower or to any other property of Lessor. Lessee shall indemnify, protect, defend, and hold harmless Lessor from and against any damages to property of Lessor which may arise out of or be caused by any act of Lessee, or its agents or which may arise out of or be caused by the maintenance, presence, use, or removal of any equipment owned or provided by Lessee and will pay Lessor the amounts spent by Lessor in repairing or replacing such property of Lessor so damaged. Lessee shall indemnify,

protect, defend and hold harmless Lessor from and against any and all losses, claims, lawsuits, judgments, and demands whatsoever, including the cost of investigation and attorneys' charge, which may arise out of or be caused by any negligence of Lessee or by the maintenance, presence, use or removal of any equipment owned or provided by Lessee.

17. Title/Lien Waiver. Title to the Lessee's communication equipment, antenna, cabling and lines and all other property of Lessee ("Lessee's Equipment") shall be held by Lessee. Lessee's Equipment shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee's Equipment at its sole expense before or within ninety (90) days subsequent to the expiration or earlier termination of the Agreement; provided, however, that Lessee is not in default of the Agreement and Lessee repairs any damage to the Tower caused by such removal.

Notwithstanding any language to the contrary contained herein, Lessor does hereby waive any security interest or lien, inclusive of Lessor's lien, whether arising under contract, common law, and statute or otherwise in and to Lessee's Equipment and other improvements and personal property of Lessee located in, on or about the Tower, Leased Property or real property.

18. Miscellaneous.

- a. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.
- b. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
- c. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- d. Any Exhibits attached hereto form material parts of this Agreement





# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

PRODUCER (405)840-0098 FAX (405)840-4704  
**Horton Insurance Agency, Inc.**  
 10900 Hefner Pointe Drive  
 Suite 305  
 Oklahoma City, OK 73120-5061

INSURED American Cellular Corporation  
 3910 South Avenue  
 Youngtown, OH 44512

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Transportation Insurance Company	
INSURER B: Fireman's Fund	0094
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED, IT MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THE POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/>	GL 20765 049 79	05/15/2005	05/15/2006	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BUA 20765 049 82	05/15/2005	05/15/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> Garage Keeper Lega	BUA 20765 049 82	05/15/2005	05/15/2006	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ 100,000 AUTO ONLY. AGG \$ 100,000
B		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	XYZ-000-8548-5365	05/15/2005	05/15/2006	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC 2765 049 65	05/15/2005	05/15/2006	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Site: Kronenwetter WT Wausau MSA Kronenwetter, WI

Certificate holder is named as an additional insured as required by written contract as respects general liability.

CERTIFICATE HOLDER	CANCELLATION
Village of Kronenwetter c/o Henry Luxem Village Administrator 1582 Kronenwetter Drive Mosinee, WI 54455	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Richard Horton, CIC/SUSAN 

**IMPORTANT**

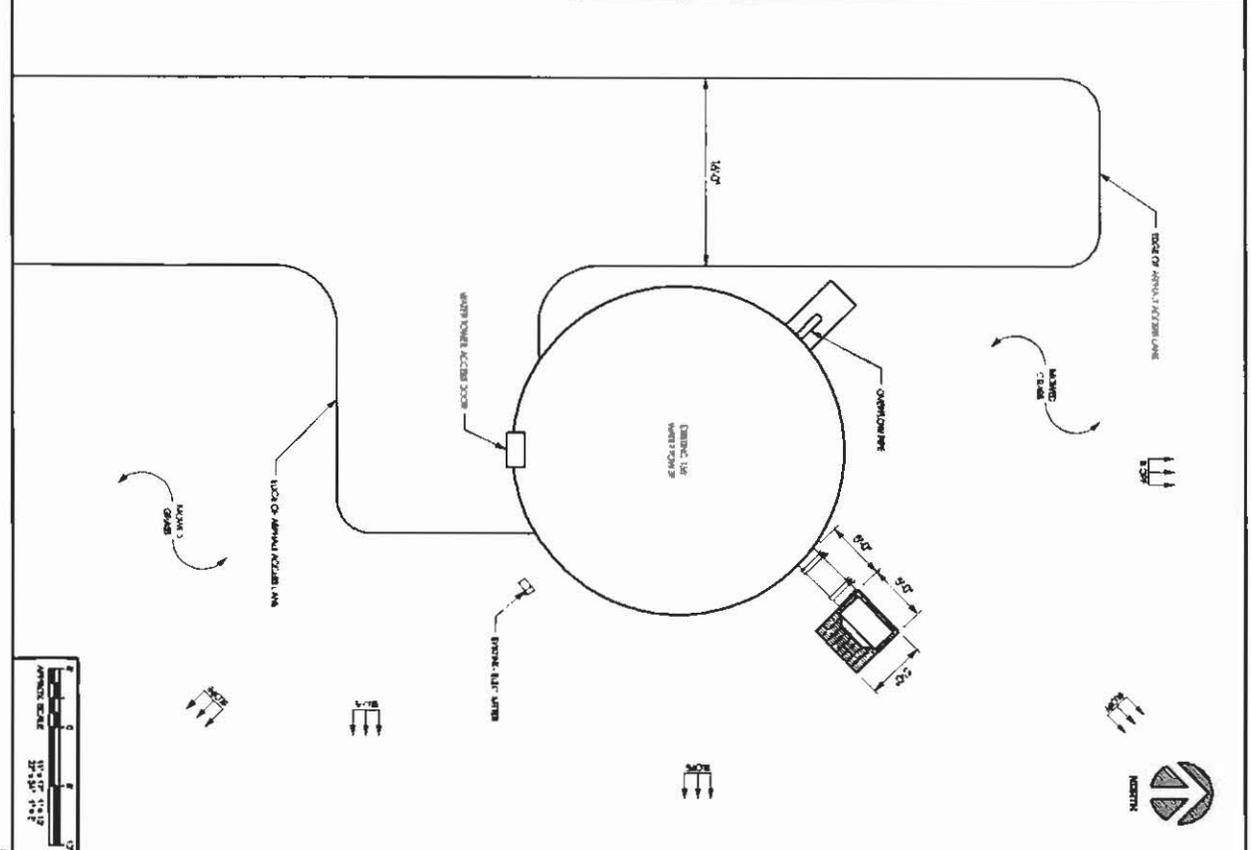
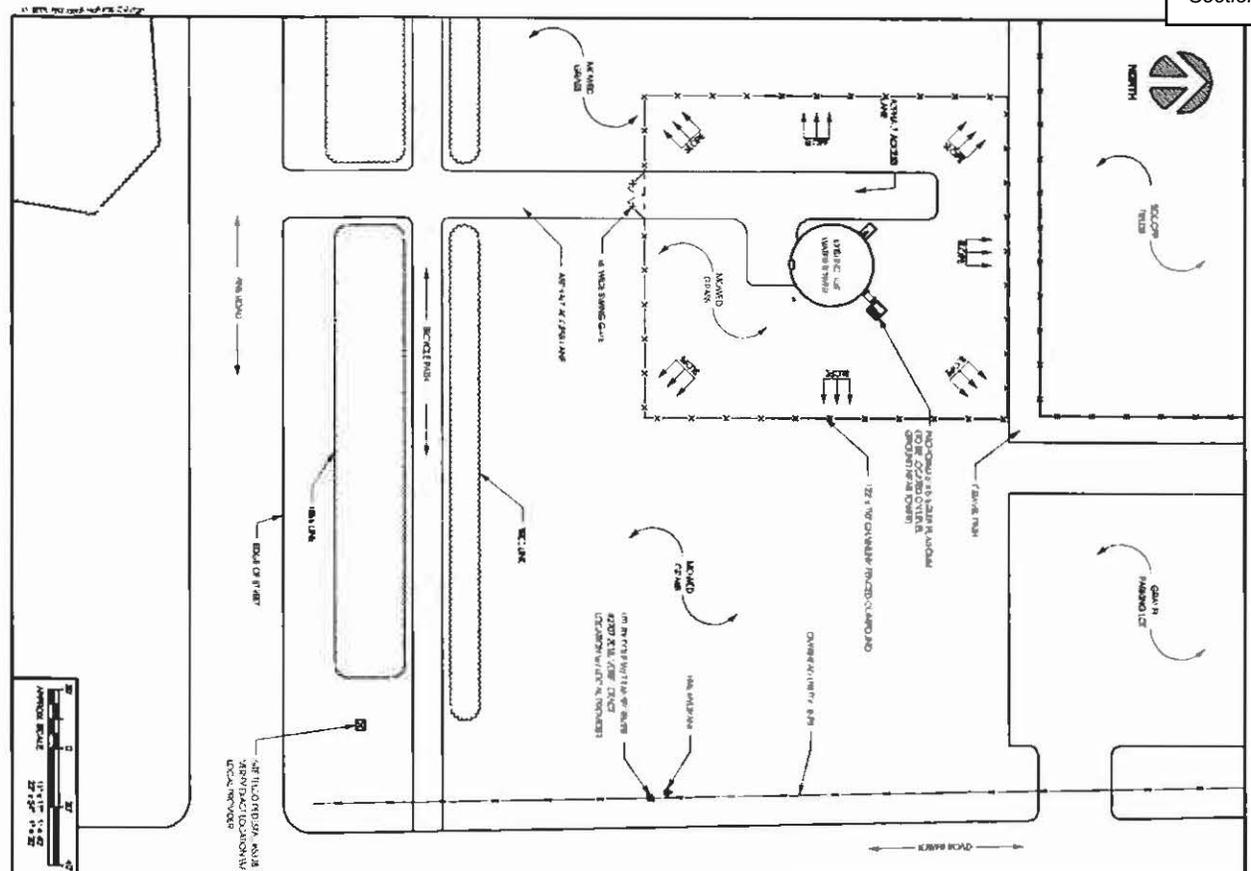
If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.





 NORTH	<h2 style="margin: 0;">COMPOUND PLAN</h2> <h3 style="margin: 0;">KRONENWETTER WT</h3> <h3 style="margin: 0;">MOBINEE, WISCONSIN</h3>	 <b>Edge</b> Consulting Engineers 6501 Park Street Appleton, WI 54912 P 920.844.1400 F 920.844.1401 www.edge-engineers.com
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# AERO-METRIC

Land Planning & Design Division



Aero-Metric, Incorporated  
539 N. MADISON STREET- P.O. BOX 111  
CHILTON, WISCONSIN 53014-0111  
TEL: (920)-849-7708/800-472-5313  
FAX: (920) 849-7709

## 1-A CERTIFICATION

For Dobson:

SITE NAME: KRONENWETTER WT SITE NUMBER: 1583

REQUEST DATE: AUGUST 3, 2004 DUE DATE: AUGUST 17, 2004

CENTER OF WATER TOWER:

NAD 1983/91

- LATITUDE: 44°-51'-06.28"
- LONGITUDE: 89°-37'-47.41"

Ground Elevation: 1176.3'

Top of Water Tower Elevation: 1332.3'

Highest Point On Tower Elevation (Light): 1336.6'

Top of Rail Elevation: 1335.5'  
(N.G.V.D. 1929 DATUM)

This is to certify that the above information is accurate to within:

- +/- 15 Feet in the Horizontal
- +/- 3 Feet in the Vertical



Registered Land Surveyor Craig A. Heach  
Registration No. S-2333

Date 8-11-04

# American Cellular Corporation

Section 4, Item D.

May 16, 2005

## OVERNIGHT DELIVERY

Lisa Myles  
Village of Kronenwetter  
1582 Kronenwetter Drive  
Mosinee, WI 54455

RE: Kronenwetter WT Proposed Lease

Dear Lisa:

Per your discussions with Matt Bertz enclosed are three (3) Water Tower Lease Agreements for the above-mentioned site. Please have the agreements signed and return one (1) original to my attention at the address below for my files.

American Cellular Corporation  
Attn: Nicole Corbin  
3910 South Ave.  
Youngstown, OH 44512

If you have any questions concerning the above lease, please do not hesitate to call me at 330-509-6560.

Sincerely yours,



Nicole M. Corbin  
Lease Administrator

Enclosures  
/nmc

**From:** [James Davel](#)  
**To:** [Peter Wegner](#); [Dan Joling](#); [Jennifer Poyer](#)  
**Cc:** [Jennifer Poyer](#)  
**Subject:** RE: Tower Point Offer  
**Date:** Tuesday, January 20, 2026 7:22:59 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)

---

This email should also be included for the tower point conversation.

Jim

**James A. Davel**  
**Village of Kronenwetter**  
*Village Administrator*

**Phone:** 715—692-1727  
**Email:** [jdavel@kronenwetter.gov](mailto:jdavel@kronenwetter.gov)

1582 Kronenwetter Drive  
Kronenwetter, WI 54455

[www.kronenwetter.gov](http://www.kronenwetter.gov)

[Subscribe to our monthly e-newsletter.](#)



---

**From:** Peter Wegner <[pwegner@kronenwetter.gov](mailto:pwegner@kronenwetter.gov)>  
**Sent:** Tuesday, December 2, 2025 8:31 AM  
**To:** Dan Joling <[djoling@kronenwetter.gov](mailto:djoling@kronenwetter.gov)>; James Davel <[jdavel@kronenwetter.gov](mailto:jdavel@kronenwetter.gov)>; Jennifer Poyer <[jpoyer@kronenwetter.gov](mailto:jpoyer@kronenwetter.gov)>  
**Cc:** Jennifer Poyer <[jpoyer@kronenwetter.gov](mailto:jpoyer@kronenwetter.gov)>  
**Subject:** Tower Point Offer

All,

TowerPoint is offering to buy out the Water Tower lease for \$535,000 lump sum or \$642,000 in 10-equal annual payments of \$64,200/year. Lease term 99 years.

Our current lease March 23, 2016, states, “The Agreement will automatically renew, commencing on the expiration of the New Initial Term, for up to five (5) separate consecutive additional periods of five (5) years each.” Lease term 25 years.

[First Amendment Lease Agreement](#) – automatic renewal for up to five separate additional periods of five years.

5 years	2016-2021 - \$28,000 annually x 5 = \$140,000		
10 years	2021-2026 - \$31,360 annually x 5 = \$156,830		
\$296,830			
15 years	2026-2031 - \$35,123 annually x 5 = \$175,615	\$472,445	
20 years	2031-2036 - \$39,337 annually x 5 = \$196,685	\$669,130	\$372,000
25 years	2036-2041 - \$44,058 annually x 5 = \$220,290	<b>\$889,420</b>	<b>\$592,590</b>

In summary, the Village will have earned \$889,420 in rent from 2016-2041 (25 years). From now 2026 until 2041, the Village will receive \$592,000 in rent. This is \$57,590 more in 15 years than TowerPoint's offer of \$535,000 for 99 years. I would recommend John do his magic on the numbers in case I am missing something.

Respectfully,

PETE

Peter S. Wegner  
 Community Development/Planning and Zoning Director  
 715-692-1729  
[pwegner@kronenwetter.gov](mailto:pwegner@kronenwetter.gov)

[www.kronenwetter.org](http://www.kronenwetter.org)  
 4200



October 16, 2025

Village of Kronenwetter WI ("Landlord")  
 1582 Kronenwetter Dr  
 Kronenwetter, WI 54455-7268

Re: Letter of Intent to Purchase Interest in Wireless Site ("LOI")

Dear Dan Joling,

In consideration of ten dollars (\$10), the receipt and sufficiency of which is hereby acknowledged, your signature below grants to TowerPoint Acquisitions, LLC and its successors and assigns (including its asset holding company TPA VI, LLC) ("TowerPoint") exclusivity to purchase your interest in the Lease(s) ("Lease(s)" as further described in Exhibit A) through an assignment of the Lease and the grant of an underlying telecommunications easement pursuant to the terms herein (the "Transaction"). TowerPoint may close on the Transaction no later than fourteen (14) days after the Closing Contingencies listed in Exhibit A are met. The basic terms of the transaction are as follows:

Summary of Terms	
PURCHASE PRICE	\$535,000.00
LEGAL STRUCTURE	Telecommunications Easement
TERM LENGTH	99 Years
REVENUE SHARING	New Tenant Rent: 50% in favor of Landlord (New Tenant Rent will be generated from tenants collocating equipment on the equivalent of up to 500 sq. ft. outside the lease premises of the existing rooftop tenant.)

- Purchase Price shall be pro-rated at closing based on interim monthly or annual rent payments with TowerPoint retaining from the Purchase Price rent paid by the tenant for any period of time from and after the date of Closing.
- Landlord shall only retain rent checks from Tenant for pro-rated periods and during the rent redirection period<sup>1</sup>.
- TowerPoint pays for due diligence costs, the title insurance policy, and standard closing costs. Each party bears its own legal expenses. Landlord pays transfer/stamp or other tax (if any) and recording fees.

From the date you execute this LOI through the date which is thirty (30) days from the date the Closing Contingencies are met, you agree not to directly or indirectly solicit, initiate or participate in any discussions or negotiations with, or encourage or respond to any inquiries or proposals by, any persons, company or group other than TowerPoint concerning your Lease. You agree to promptly notify TowerPoint if any person, company or group seeks to initiate any discussions regarding your Lease. You further agree to work in good faith with TowerPoint to close this Transaction. The terms of this LOI are confidential and may not be disclosed without the prior written consent of TowerPoint, except to professionals engaged to evaluate and conduct the Transaction on your behalf. You acknowledge that TowerPoint has given you no tax or legal advice in evaluating the Transaction.

To the extent the terms of this LOI represent an offer by TowerPoint, the terms herein are subject to change by TowerPoint after November 6, 2025 if this LOI is not mutually executed. TowerPoint reserves the right to change the terms of this LOI following expiration.

Sincerely,  
 TowerPoint Acquisitions, LLC

Accepted and Agreed:  
 Village of Kronenwetter WI

---

Jesse M. Wellner, Chief Executive Officer  
 October 16, 2025

---

Landlord's Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

<sup>1</sup>Tenants delay rent redirection from the Landlord to TowerPoint by several months while the closing documents are recorded and the redirection is processed. Therefore, the Settlement Statement will show a rent credit to TowerPoint in the amount of up to four (4) months following closing.

Exhibit A

Site Location and Lease Terms

Site Location: 1688 PINE Rd, KRONENWETTER, Wisconsin 54455

Wireless Tenants	Current Rent	Rent Payment Frequency	Escalation (CPI, % or \$)	Escalation Frequency	Date of Next Escalation
AT&T	\$31,360.00	Annually	12%	Term	06/01/2026

Pricing is based on the Lease Terms above and is subject to confirmatory due diligence of the Lease Terms.

Closing Contingencies

1. receipt of the due diligence items listed in Exhibit B;
2. receipt of a title commitment from TitleVest Agency, LLC (a subsidiary of First American Title Insurance Company) as the escrow/closing agent showing title clear of any liens, encumbrances, outstanding taxes which are otherwise due and payable, or other unsatisfied title closing requirements necessary for an insured closing with marketable title;
3. your approval of the Easement Agreement in a mutually agreeable form;
4. proper documentation of the Lease and rents, including your affirmation that you have not received any written or verbal notice of termination, modification or other correspondence from the tenant related to the Lease;
5. compliance with any tenant right of first refusal or consent requirement, if applicable, related to Landlord's assignment of the Lease; and
6. TowerPoint's desktop environmental database search returns a determination of "Low" or "Moderate" risk.

Initial  
Here:

Exhibit B

Required Due Diligence Items

1. Executed Lease including any and all Amendments thereto (as well as any lease commencement letters, notices, or other correspondence regarding the Lease)
2. Proof of Rent Payments under the Lease (minimum of 3 months received in the last 6 months); e.g.: copies of rent checks/stubs and/or direct deposit statements.
3. Completed Landlord Request for Information (RFI) attached hereto as Exhibit C.
4. Landlord's comments or Landlord's counsel's comments, if any, to the Easement Agreement ("Easement") to be provided under separate cover (to be finalized in a mutually agreeable Easement) or return the Easement with each page initialed showing approval of the form Easement.
5. If an existing mortgage is in place on the property: A Mortgage Statement and Lender contact information for obtaining a non-disturbance agreement from Lender (required only if the property is encumbered by a Mortgage, Deed of Trust, Line of Credit or similar instrument).
6. Legal entity organizational documents (including any Amendments thereto) showing proof of authority, as applicable below, for all entities owning an interest in the Property:

Corporations	LLCs	General Partnership	Ltd. Partnerships	Condo Assoc's	Coop Corp (i.e.: Housing Co-op)	Trust
Articles of Incorporation	Articles of Organization	Certificate of Partnership	Certificate of Limited Partnership	Condominium Declaration	Articles of Incorporation	Trust Agreement
Signed Corporate Bylaws	Signed Operating Agreement	Signed General Partnership Agreement	Signed Limited Partnership Agreement	Signed Condominium Bylaws	Signed Corporate Bylaws	Certificate of Trust

Within 10 days of signing this LOI, I agree to provide to TowerPoint the Required Due Diligence Items listed above to facilitate a timely close under the terms of this LOI.

Initial  
Here:

Exhibit C



Landlord Request for Information

EIN for Landlord (if an entity): \_\_\_\_\_

If Landlord is a natural person, then please circle marital status: **Single or Married**

*(Please note: if Landlord is a natural person, we will collect their taxpayer identification number prior to closing to include in the closing documents.)*

Access Contact for Site Inspection	Attorney Contact Information
Name: _____	Name: _____
Title: _____	Phone: _____
Phone: _____	Email: _____
Mobile Phone: _____	
Email: _____	

Mortgage/Line of Credit (if none, please indicate below)	
Please check here if there is no mortgage and no line of credit: _____	
<u>Primary Mortgage</u>	<u>Secondary Mortgage (if applicable)</u>
Lender Name: _____	Lender Name: _____
Lender Contact: _____	Lender Contact: _____
Lender Contact Title: _____	Lender Contact Title: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____
<u>Line of Credit</u>	
Lender Name: _____	
Lender Contact: _____	
Lender Contact Title: _____	
Phone: _____	
Fax: _____	
Email: _____	

Submitted by: Bret Victor, Ph: +16782617292, Email: [bret.victor@towerpoint.com](mailto:bret.victor@towerpoint.com)



# CREATING VALUE FOR PROPERTY OWNERS

Whether you own a billboard ground lease or a cell site with one or more wireless tenants, these assets are important to you. Yet with the uncertain financial climate and ever-changing regulatory environment, you may be questioning the potential risks of relying on the income from these assets. What if you could simplify your life and get the liquidity you need in a lump-sum payout right now? What if you had the upfront cash to invest in another real estate asset or business, send your kids to college, fund your retirement, pay off your second home or explore other opportunities? With Landmark Dividend and our capital solutions, you can.



## WE PROVIDE CAPITAL AND OPPORTUNITY

-  **A Fair Value.** We understand and recognize the fair value of your property. Unlike traditional lenders who often don't place a value on cellular or billboard ground leases because, in part, they can be cancelled, we do see the inherent value in these assets. We have worked with many landlords just like you, and we have the expertise you require.
-  **A High Payout.** Our customized structures and tailored solutions allow us to provide you with some of the highest payouts in the industry. Once the Landmark ground lease purchase is complete, you receive a lump-sum payment in full. It provides a way for you to turn your unsecured lease into cash that can be used for any purpose – purchasing a hard real estate asset, paying off more expensive debt, setting up a trust fund for your children's education, adding to your funds for retirement or simply preserving your wealth.
-  **A Reduced Tax Burden.** Your current monthly lease income is likely subject to ordinary income tax rates. But when you sell your lease to Landmark, some or all of the lump sum payment you receive may not be currently taxable income. Additionally, you may be able to treat any gain or loss recognized on the sale as a capital gain or loss, subject to reduced capital gains tax rates. This can significantly lower your tax liability, in some cases by up to 50 percent. In addition, you may also be able to structure your sale into a 1031 exchange, allowing for a full tax deferral. Naturally, you should consult with your tax advisor to determine the treatment of the lump sum payment.
-  **A Long-Term Value.** Most ground leases can be terminated within 30 to 90 days. Given the mergers and acquisitions taking place in the wireless space, and the consolidation underway with media companies, there is no guarantee that your revenue stream will continue in the future. The good news is that by receiving a full up-front payment from Landmark, you can reduce these risks and your reliance on receiving monthly rent checks. Through this transaction, you only transfer easement and lease rights to us, not your property as a whole. You retain ownership of your land so you can build long-term value and net worth.

# HOW DOES A LANDMARK DIVIDEND TRANSACTION WORK?

- 1 Initial review.** Our team works closely with you to complete a risk assessment of your site. We conduct a comprehensive analysis and review of factors such as site location, tenant, site type, rental rate, lease structure, comparable rent market analysis, area demographics, and much more. There is no charge for our consultation, and no obligation on your part.
  
- 2 Detailed proposal.** We map out the details of converting your unsecured lease into a secure lump-sum investment, and provide you with a comprehensive, tailored proposal that includes the terms that will address your specialized needs. We provide guidance every step of the way, answering your questions and ensuring that the process is as transparent, easy and efficient as possible.
  
- 3 Closing and funding.** A dedicated, experienced team will be assigned to your deal and will use standardized documentation to conduct due diligence through a series of checklists, and then process, document, and finalize your transaction. At every point in time, you will know exactly where your transaction stands and what we are doing to complete it. By leveraging our experience and advanced technology, Landmark works hard to create an easy and straightforward closing process which is simple, efficient, and satisfying for our clients. At Landmark, we close transactions quickly and efficiently – typically within 30 days from clear title. The Landmark team has years of experience in the ground-lease industry in the areas of legal, underwriting, closing, and servicing transactions – and this means you benefit from our expertise, knowledge, and transparency throughout the entire process.

During the past 20 years, Landmark Dividend’s management team has directly funded billions of dollars in commercial real estate acquisitions, and acquired more than 4,000 telecom and billboard ground leases worth more than \$650 million. We have the financial resources and expertise to provide you with the most efficient and reliable source of funding in the industry.





10590 West Ocean Air Drive  
Suite 300  
San Diego, CA 92130

March 25, 2016

Village of Kronenwetter  
Attn: Richard Downey  
1582 Kronenwetter Drive  
Kronenwetter, WI 54455

Re: FA Number: 10124070  
Cell Site Name: KRONENWETTER WT  
1688 Pine Road, Kronenwetter, WI 54455 (Property)

Dear Mr. Downey,

In connection with the First Amendment to Water Tower Lease Agreement and Memorandum of Agreement between Village of Kronenwetter (Lessor), and New Cingular Wireless PCS, LLC (Lessee), attached please find one (1) fully executed copy of the First Amendment to Water Tower Lease Agreement and one (1) fully executed copy of the Memorandum of Agreement.

If you have any questions regarding the enclosed documents, please contact me at (858) 754-2154 or by email at [bestes@md7.com](mailto:bestes@md7.com).

Sincerely,

Ben Estes

Enclosures

MEMORANDUM OF AGREEMENT

Document Number	Document Title
	<b>THIS DOCUMENT PREPARED BY, and WHEN RECORDED RETURN TO:</b>  Md7, LLC 10590 W. Ocean Air Drive, Suite 300 San Diego, CA 92130
	Parcel ID Number: 145-2707-021-0991

SPACE ABOVE FOR RECORDER'S USE

Re: Cell Site #: WI5414  
 Cell Site Name: KRONENWETTER WT (WI)  
 Fixed Asset Number: 10124070  
 State: WI  
 County: Marathon

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 23 day of March, 2016, by and between the Village of Kronenwetter, a municipal corporation of the state of Wisconsin, having a mailing address at 1582 Kronenwetter Drive, Kronenwetter, WI 54455 (hereinafter referred to as "Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to American Cellular Corporation, a Delaware corporation, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "Lessee").

1. Lessor and Lessee (or their predecessors in interest) entered into a certain Water Tower Lease Agreement dated May 23, 2005, as amended by that certain First Amendment to Water Tower Lease Agreement dated March 23, 2016 (hereinafter, collectively, the "Agreement") for the purpose of installing, operating and maintaining a communications facility and other improvements at Lessor's real property located in the City of Kronenwetter, County of Marathon, commonly known as 1688 Pine Road. All of the foregoing are set forth in the Agreement.
2. The New Initial Term will be five (5) years ("New Initial Term") commencing on June 1, 2016, with five (5) successive five (5) year options to renew.
3. The portion of the land being leased to Lessee (the "Premises") is described in **Exhibit 1** annexed hereto.

4. This Memorandum of Agreement 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 Agreement 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.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]



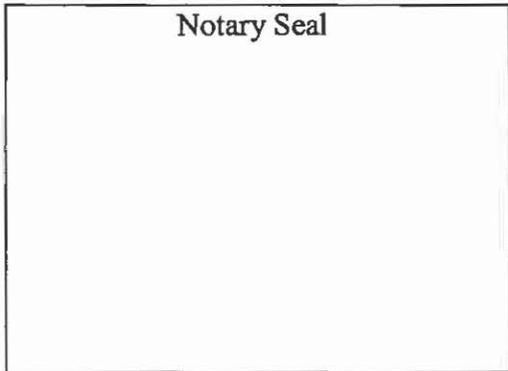
**LESSOR ACKNOWLEDGEMENT**

STATE OF Wisconsin )  
 )  
 ) SS.  
COUNTY OF Marathon )

(MUST USE BLACK INK)

I certify that I know or have satisfactory evidence that **Chris Voll** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the **Village President of the Village of Kronenwetter**, a municipal corporation of the state of Wisconsin, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 1<sup>st</sup>, 2016.



Joanne L. Ruechel  
(Signature of Notary)  
Joanne L. Ruechel  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of  
Wisconsin  
My appointment expires: 06-23-2017

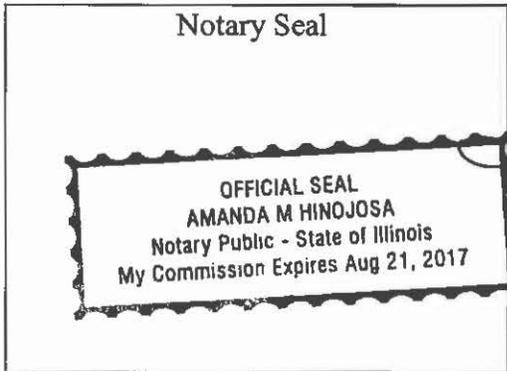
**LESSEE ACKNOWLEDGEMENT**

STATE OF Illinois )  
COUNTY OF Cook ) SS.

(MUST USE BLACK INK)

I certify that I know or have satisfactory evidence that JC Mayfield is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Professional-Tech Project Mgmt of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 3/23/10



Amanda M. Hinojosa  
(Signature of Notary)  
**Amanda Hinojosa**

(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of  
Illinois

My appointment expires: 8/21/17

**Exhibit 1 to Memorandum of Agreement**

**Legal Description**

Property is legally described as follows:

Street Address: 1688 Pine Road, Kronenwetter, WI 54455

Parcel ID Number: 145-2707-021-0991

the County of Marathon, State of Wisconsin, to-wit:

Lot One (1) of Certified Survey Map No. 5757 recorded in the Office of the Register of Deeds for Marathon County, Wisconsin in Volume 21 of Certified Survey Maps on page 75; being a part of the Southeast quarter (SE1/4) of the Northeast quarter (NE1/4) of Section Two (2), Township Twenty-seven (27) North, Range Seven (7) East, Town of Kronenwetter. 37.050.4, 2707.021.0991

That certain Premises (and access and utility easements) on a portion of the Property and is described and/or depicted as follows:

Approximately 100 square feet of the water tower at the 156 foot level, which is the top of the water tower

Cell Site No.: WI5414  
Cell Site Name: KRONENWETTER WT  
Fixed Asset No.: 10124070  
Market: IL / WI  
Address: 1688 Pine Road

**FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT**

THIS FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT (“**First Amendment**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is by and between the Village of Kronenwetter, a municipal corporation of the state of Wisconsin, having a mailing address of 1582 Kronenwetter Drive, Kronenwetter, WI 54455 (hereinafter referred to as “**Lessor**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to American Cellular Corporation, a Delaware corporation, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as “**Lessee**”).

**WHEREAS**, Lessor (or its respective predecessor-in-interest) and Lessee (or its respective predecessor-in-interest) entered into a Water Tower Lease Agreement dated May 23, 2005 (hereinafter, the “**Agreement**”), whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 1688 Pine Road, Kronenwetter, WI; and

**WHEREAS**, the term of the Agreement will expire on May 31, 2020, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

**WHEREAS**, Lessor and Lessee desire to amend the Agreement to extend the term of the Agreement; and

**WHEREAS**, Lessor and Lessee desire to amend the Agreement to adjust the Annual Rent (as defined below) in conjunction with the modifications to the Agreement contained herein; and

**WHEREAS**, Lessor and Lessee desire to amend the Agreement to modify the notice section thereof; and

**WHEREAS**, Lessor and Lessee desire to amend the Agreement to permit Lessee 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; and

**WHEREAS**, Lessor and Lessee, 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, Lessor and Lessee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term.** The term of the Agreement shall be extended to provide that the Agreement has a new initial term of five (5) years (“**New Initial Term**”) commencing on June 1, 2016 (“**New Term Commencement Date**”). As of the New Term Commencement Date, the term

Cell Site No.: WI5414  
Cell Site Name: KRONENWETTER WT  
Fixed Asset No.: 10124070  
Market: IL / WI  
Address: 1688 Pine Road

provided in the Agreement and any extensions thereof, as applicable, shall be void and of no further force and consequence. The Agreement will automatically renew, commencing on the expiration of the New Initial Term, for up to five (5) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "**Additional Extension Term**" and each such Additional Extension Term shall be considered an Extension Term under the Agreement), upon the same terms and conditions of the Agreement, as amended herein, without further action by Lessee unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the then current Additional Extension Term. The New Initial Term, the Additional Extension Term are collectively referred to as the Term ("**Term**").

2. **Annual Rent.** Commencing on June 1, 2016, the current annual rent payable under the Agreement shall be Twenty-Eight Thousand and No/100 Dollars (\$28,000.00) annually (the "**Annual Rent**"), and shall continue during the Term, subject to adjustment as provided herein. Paragraph 4(b) of the Agreement shall be amended to provide that Annual Rent shall be adjusted as follows: commencing on June 1, 2021, and each Additional Extension Term exercised thereafter, the Annual Rent will increase by twelve percent (12%) over the Annual Rent paid during the previous Term.

3. **Emergency 911 Service.** In the future, without the payment of additional Annual Rent, or any other consideration, and at a location mutually acceptable to Lessor and Lessee, Lessor agrees that Lessee may add, modify and/or replace equipment only if and only to the extent necessary to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

4. **Rental Stream Offer.** If at any time after the date of this First Amendment, Lessor receives, and is considering to accept, a bona fide written offer from a third party seeking an assignment or transfer of the Annual Rent payments associated with the Agreement ("**Rental Stream Offer**"), Lessor shall immediately furnish Lessee with a copy of the Rental Stream Offer. Lessee shall have the right within ninety (90) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Lessee chooses not to exercise this right or fails to provide written notice to Lessor within the ninety (90) day period, Lessor may assign the right to receive Annual Rent payments pursuant to the Rental Stream Offer, subject to the terms of the Agreement. If Lessor attempts to assign or transfer Annual Rent payments without complying with this Paragraph, the assignment or transfer shall be void. Lessee shall not be responsible for any failure to make payments under the Agreement and reserves the right to hold payments due under the Agreement until Lessor complies with this Paragraph.

5. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Lessor 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 Lessor, and shall not be payable by Lessee. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Lessor. The provisions of this subparagraph shall survive the termination or expiration of the Agreement.

Cell Site No.: WI5414  
Cell Site Name: KRONENWETTER WT  
Fixed Asset No.: 10124070  
Market: IL / WI  
Address: 1688 Pine Road

6. **Acknowledgement.** Lessor acknowledges that: 1) this First Amendment is entered into of the Lessor’s free will and volition; 2) Lessor has read and understands this First Amendment and the underlying Agreement and, prior to execution of this First Amendment, was free to consult with counsel of its choosing regarding Lessor’s decision to enter into this First Amendment and to have counsel review the terms and conditions of this First Amendment; 3) Lessor has been advised and is informed that should Lessor not enter into this First Amendment, the underlying Agreement between Lessor and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

7. **Notices.** Paragraph 13 of the Agreement is hereby deleted in its entirety and replaced with the following:

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

If to Lessee:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site # WI5414  
Cell Site Name KRONENWETTER WT (WI); Fixed Asset No.: 10124070  
575 Morosgo Drive NE  
Atlanta, GA 30324

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
Re: Cell Site # WI5414  
Cell Site Name KRONENWETTER WT (WI); Fixed Asset No: 10124070  
208 S. Akard Street  
Dallas, Texas, 75202-4206

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

And as to Lessor:

Village of Kronenwetter  
1582 Kronenwetter Drive  
Kronenwetter, WI 54455

Cell Site No.: W15414  
Cell Site Name: KRONENWETTER WT  
Fixed Asset No.: 10124070  
Market: IL / WI  
Address: 1688 Pine Road

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Lessor will send the below documents to Lessee. In the event Lessee does not receive such appropriate documents, Lessee shall not be responsible for any failure to pay the current landlord

- (i) New deed to Property
- (ii) New IRS Form W-9
- (iii) Completed and Signed AT&T Payment Direction Form
- (iv) Full contact information for new Lessor including all phone numbers

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

8. **Memorandum of Agreement.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Agreement substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

9. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

10. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]





Cell Site No.: WI5414  
Cell Site Name: KRONENWETTER WT  
Fixed Asset No.: 10124070  
Market: IL / WI  
Address: 1688 Pine Road

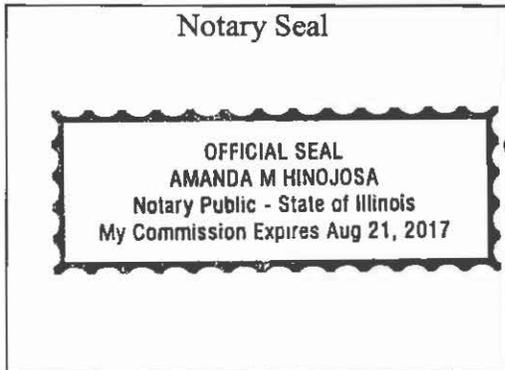
**LESSEE ACKNOWLEDGEMENT**

STATE OF Illinois,  
COUNTY OF Cook ) SS. )

(MUST USE BLACK INK)

I certify that I know or have satisfactory evidence that JC Mayfield is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Professional-Tech Project Mgmt of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 3/23/14



Amanda M Hinojosa  
(Signature of Notary) Amanda Hinojosa

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of

Illinois

My appointment expires: 3/21/17

Cell Site No.: WI5414  
Cell Site Name: KRONENWETTER WT  
Fixed Asset No.: 10124070  
Market: IL / WI  
Address: 1688 Pine Road

**Attachment 1**

**Memorandum of Agreement**

Document Number	Document Title
	MEMORANDUM OF AGREEMENT
THIS DOCUMENT PREPARED BY, and WHEN RECORDED RETURN TO:	
Md7, LLC 10590 W. Ocean Air Drive, Suite 300 San Diego, CA 92130	
	Parcel ID Number: 145-2707-021-0991
SPACE ABOVE FOR RECORDER'S USE	

Re: Cell Site #: WI5414  
Cell Site Name: KRONENWETTER WT (WI)  
Fixed Asset Number: 10124070  
State: WI  
County: Marathon

**MEMORANDUM  
OF  
AGREEMENT**

This Memorandum of Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the Village of Kronenwetter, a municipal corporation of the state of Wisconsin, having a mailing address at 1582 Kronenwetter Drive, Kronenwetter, WI 54455 (hereinafter referred to as "Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to American Cellular Corporation, a Delaware corporation, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "Lessee").

1. Lessor and Lessee (or their predecessors in interest) entered into a certain Water Tower Lease Agreement dated May 23, 2005, as amended by that certain First Amendment to Water Tower Lease Agreement dated \_\_\_\_\_, 201\_\_ (hereinafter, collectively, the "Agreement") for the purpose of installing, operating and maintaining a communications facility and other improvements at Lessor's real property located in the City of Kronenwetter, County

Cell Site No.: WI5414  
Cell Site Name: KRONENWETTER WT  
Fixed Asset No.: 10124070  
Market: IL / WI  
Address: 1688 Pine Road

of Marathon, commonly known as 1688 Pine Road. All of the foregoing are set forth in the Agreement.

2. The New Initial Term will be five (5) years (“**New Initial Term**”) commencing on June 1, 2016, with five (5) successive five (5) year options to renew.
3. The portion of the land being leased to Lessee (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Agreement 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 Agreement 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.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: W15414  
Cell Site Name: KRONENWETTER WT  
Fixed Asset No.: 10124070  
Market: IL / WI  
Address: 1688 Pine Road

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

LESSOR:  
Village of Kronenwetter,  
a municipal corporation of the state of Wisconsin

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

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
(MUST USE BLACK INK)

By: \_\_\_\_\_  
(MUST USE BLACK INK)

Print Name: Chris Voll

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

Title: Village President

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

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

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

ATTEST:

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

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

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





Cell Site No.: WI5414  
Cell Site Name: KRONENWETTER WT  
Fixed Asset No.: 10124070  
Market: IL / WI  
Address: 1688 Pine Road

**Exhibit 1 to Memorandum of Agreement**

**Legal Description**

Property is legally described as follows:

Street Address: 1688 Pine Road, Kronenwetter, WI 54455

Parcel ID Number: 145-2707-021-0991

In the County of Marathon, State of Wisconsin, to-wit:  
Lot One (1) of Certified Survey Map No. 5757 recorded in the Office of the Register of Deeds for Marathon County, Wisconsin in Volume 21 of Certified Survey Maps on page 75; being a part of the Southeast quarter (SE1/4) of the Northeast quarter (NE1/4) of Section Two (2), Township Twenty-seven (27) North, Range Seven (7) East, Town of Kronenwetter. 37.050.4.2707.021.0991

That certain Premises (and access and utility easements) on a portion of the Property and is described and/or depicted as follows:

Approximately 100 square feet of the water tower at the 156 foot level, which is the top of the water tower

**Greg Ulman**

---

**From:** Renee Koback <RKoback@wrwa.org>  
**Sent:** Thursday, January 22, 2026 2:26 PM  
**To:** Chris Groh  
**Cc:** Renee Koback  
**Subject:** [External] PFAS Settlement Information from WRWA

Good Afternoon Rural Water!

Some time back I had offered rural water systems a program to get no cost money back from the National Rural Water Lawsuit if PFAS were found in your water system after testing. Phase 1 payouts are complete, and we had a lot of money coming back to systems that had detections. Recently, there was another settlement, which means that there is a lot more money available which will go out in a Phase 2 payout very soon.

Any systems that tested after June of 2023 with detections of any of the 29 PFAS compounds and were not part of the Phase 1 payout would qualify for the Phase 2 payout. This is money available at no cost, if you had any detections at any level, of the 29 PFAS compounds in the UCMR5 testing. If you tested for monitoring purposes after your system had detections, this should satisfy that requirement.

How do you know if you have any detections? You should have received a report from your lab showing that you had detections, maybe below the advisory or legal levels. If you don't know, you can look up your town on the DNR PFAS Data Viewer at [Wisconsin DNR](#). Find your town and click on the colored dot. If your information says:

"PFAS detected below hazard index in one or more samples from the water system"

Or

"PFAS above the health advisory level in one or more samples from the system"

Then you will qualify. Please go to [NRWA PFAS | Napoli Shkolnik](#) and sign up for the National Rural Water Association (NRWA) PFAS Contamination Lawsuit. It's a simple process, and the program administrators will contact you for any necessary information. The process is painless and you could recover a good amount of money that will not cost you anything but a little time.

If you did not join the lawsuit previously because you didn't think you had PFAS, but then you got detections, or if you thought you didn't need to join because your detections were lower

than the legal limit, this is a second chance to join the Lawsuit and get some money for your water system. Eventually, you will have to do something for PFAS treatment, even if you are not over the legal limit (for example, continued monitored testing).

Thanks for your interest and if you want more information, please give me a call.

*Chris Groh*  
**Executive Director**  
**Wisconsin Rural Water Association**  
[cgroh@wrwa.org](mailto:cgroh@wrwa.org)  
(715) 340-2055



**Greg Ulman**

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**From:** Sam Wade <SWade@NapolisLaw.com>  
**Sent:** Wednesday, January 28, 2026 11:43 AM  
**To:** Greg Ulman  
**Subject:** [External] PFOS Settlement Documents and background  
**Attachments:** Kronewetter Water and Sewer WI Draft Retainer jan 26.docx; AWARD ESTIMATES.docx; Need to Know - Data Needed (002).docx

Sorry Greg for the delay, put in wrong address.

Thanks Sam

Great to speak with you Greg,

Thank you for the submission of the Kronewetter Water and Sewer Utility into the Rural Water PFAS Settlement.

As background in 2018, the National Rural Water Association Board of Directors, which is governed by the Wisconsin Rural Water and 49 other state rural water affiliates, voted to engage with the law firm of Napoli Shkolnik to file a PFAS cost recovery action against the global manufacturers of the PFAS forever compounds. I served as the CEO of NRWA at the time, semi-retired after 36 years, then went to work for the law firm to support the litigation. The sole purpose is to provide an opportunity for water and wastewater systems to lessen the PFAS financial burden on the utility and ratepayers. The Litigation is filed against the global manufacturers of the compounds and does not impact local companies who may have used them

We are now in Phase II of the 3M and Dupont water settlements which is defined as system tested after June 22 of 23. The recent Tyco and BASF settlements are for system who tested prior by May 15, 2024. The current settlement amount is \$15.4 billion dollars for systems with detections of any of the unregulated contaminant monitoring rule 29 PFAS compounds at any level, and there are still 12 more companies to settle or go to court.

The water settlement awards are based on the level of detection, of any of the 29 PFAS Compounds under the Unregulated Contaminant Monitoring Rule, and maximum daily flow rates. The firm will negotiate, with the Claims Administrator, each of the current and future settlements to maximize any award for Kronewetter Water and Sewer.

There are **no fees or cost to register and if there is no recovery, specifically for, Kronewetter Water, there is zero cost.** Just give me call if I can clarify the current settlements, the

impending other settlements, ongoing wastewater litigation, or micro-plastics in surface water.

Attached is a draft retainer that authorizes the firm to represent the utility in the litigation. Please returned the signed retainer via email to [Swade@napolilaw.com](mailto:Swade@napolilaw.com) with lab results attached and the Public Water ID number on the retainer. This will speed up the filing process.

We are available to provide a formal presentation to you and your folks, just let me know and feel free to call if I can clarify any items.

Many thanks,

Sam Wade  
Water Consultant  
for Napoli Shkolnik Law  
Mobile: 580-917-1425  
[Swade@napolilaw.com](mailto:Swade@napolilaw.com)



**Sam Wade**  
Water Consultant



(212) 397-1000 | [SWade@NapoliLaw.com](mailto:SWade@NapoliLaw.com)  
360 Lexington Avenue, Eleventh Floor, New York, NY 10017

[Over \\$20 Billion Recovered for Our Clients](#)

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This e-mail and all other electronic (including voice) communications from the sender's firm are for informational purposes only. No such communication is intended by the sender to constitute either an electronic record or an electronic signature, or to constitute any agreement by the sender to conduct a transaction by electronic means. Any such intention or agreement is hereby expressly disclaimed unless otherwise specifically indicated.



RETAINER AGREEMENT

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE STATE OF WISCONSIN GENERAL ARBITRATION STATUTE

Kronenwetter Water and Sewer Utility (Please include the PWISD# \_\_\_\_\_) retains the Law Firm of Napoli Shkolnik, as our attorneys to prosecute any legal claim for negligence (or other viable causes of action) against any and all parties individuals and/or corporations that are found to be liable under the law for injuries and/or property damages suffered by us and/or our members arising out of the contamination of water supplies and wastewater by per- and polyfluoroalkyl substances (PFAS), 1-4 Dioxane, plastics, microplastics, landfills and other hazardous water contaminants for claims under MDL and CERCLA actions. We specifically agree as follows:

**1. FEE PERCENTAGE:** Client and Law Firm agree that the Law Firm shall be paid Twenty-Five Percent (25%), or such other sum as is approved by the Court, whichever is lower, of the sum recovered, whether by suit, settlement or otherwise. Client will not be liable to pay the Law Firm any legal fee if there is not any form of recovery.

**2. DISBURSEMENTS:** In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor’s report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client’s share after computation of the Attorney’s Fee.

**3. COMPUTATION OF FEES.** The contingency fee shall be computed on the gross recovery, resulting in a net settlement (or judgment), from which all appropriate disbursements in connection with the institution and prosecution of this claim is



deducted, as set forth in paragraph 2 above. Examples of how a contingency fee is computed are as follows:

<b>Gross settlement</b>	<b>\$100.00</b>
<b>25% Attorney's Fee</b>	<b>\$ 25.00</b>
<b>Net settlement</b>	<b>\$ 75.00</b>
<b>Disbursements</b>	<b>- \$ 10.00</b>
<b>Net to Client</b>	<b>\$ 65.00</b>

4. **CONTINGENCY FEE PAYMENT SCHEDULE:** As set forth above, the Client agrees to pay the Attorney a contingency fee for legal services rendered upon settlement or conclusion of the matter. If the payments to the Client are not a single lump payment but to be paid over a period of time i.e. "installment payments", such Attorney Contingency Fees will be paid in full from the first installment, or installments paid by Defendant(s). If the initial payment is insufficient to fund the full amount of Attorney's Fees due then in subsequent payments by the Defendant(s), any additional amounts recovered or received annually, the Attorney shall have the right to collect the agreed-upon contingency fee from those subsequent amounts recovered or received from the Defendant or any QSF administrator first. Irrespective of the method of payment i.e., lump sum or installment, the amount of Attorney Fees shall not exceed the contingency amount as set forth herein. To the extent this Amendment differs from the original retainer this Amendment shall control.

5. **WITHDRAWAL:** The Law Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the client. In the event that the client advises the Law Firm to discontinue the handling of this claim, or if the client fails to cooperate with the Law Firm in the handling of this claim, client agrees to compensate the Law Firm a reasonable amount for its services, and for the time spent on this claim on an hourly basis or under such other arrangement that may be agreed upon by the parties. The client understands that the Law Firm have conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to have been sustained by Client. In the event that the client desires to transfer the file from this office, the client shall be responsible to compensate the Law Firm for the reasonable value of their services. Such transfer shall not include documents or attorney work product regarding the general liability of the defendants.

6. **APPEALS:** The above contingency fee does not contemplate any appeal. The Law Firm are under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.



7. **STATUTE OF LIMITATIONS:** We understand that any lawsuit must be commenced within a certain limited time period, (that may vary, depending upon the defendant) starting from the "discovery of the injury" or of "the date when through the exercise of reasonable diligence such injury should have been discovered... whichever is earlier". We further understand that the Statute of Limitations period for any case must be investigated, and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

8. **FINANCING OF CASE:** If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.

9. **RESULTS NOT GUARANTEED:** No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly or impliedly, as to the final outcome of this matter. We further understand that we must immediately report any changes in address and telephone number to the Law Firm.

10. **APPROVAL NECESSARY FOR SETTLEMENT:** Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under the claim as fully as the Client could do so in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all negotiations concerning the subject of this Agreement.

11. **ASSOCIATION OF OTHER ATTORNEYS:** The Law Firm may, at its own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that Law Firm employs numerous attorneys that may work on Client's case.

12. **ASSOCIATE COUNSEL:** The Law Firm may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event that the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption



of joint responsibility. The Client will be advised of such joint responsibility and full disclosure will be made to Client regarding the division of fees so that the consent of the Client can be obtained.

**13. WISCONSIN OR APPLICABLE LAW TO APPLY:** This Agreement shall be considered construed under and in accordance with the laws of the State of Wisconsin or applicable law and the rights, duties, and obligations of Client and of Attorneys regarding Attorney's representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Wisconsin or applicable law.

**14. ARBITRATION:** Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by the Law Firm to Client or (4) the relationship between the Law Firm and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration proceeding shall be conducted in the State of Wisconsin. This arbitration provision shall be enforceable in either Federal Court, pursuant to the substantive federal laws established by the Federal Arbitration Act, or in Wisconsin State Court. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any Court in the State of Wisconsin having jurisdiction.

**15. PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns. Client or the Law Firm can execute this document electronically, by indicating "I agree" (or similar language) via electronic mail after receiving the Agreement via electronic mail. By indicating "I agree" (or similar language) Client will be bound by the terms of the Agreement and is executing the document electronically via Client's electronic signature, indicated as "/s/" in the signature field and elects the Law Firm advance disbursements.

**16. LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.



17. **PRIOR AGREEMENTS SUPERSEDED:** This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

We certify and acknowledge that we have had the opportunity to read this Agreement and have answered any questions pertaining thereto. We further Commonwealth that we have voluntarily entered into this Agreement fully aware of the terms and conditions.

SIGNED AND ACCEPTED ON THIS \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_

**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE WISCONSIN GENERAL ARBITRATION STATUTE**

[CLIENT]

NAPOLI SHKOLNIK,

By:

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

HANK NAUGHTON  
PARTNER

Email Address:

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone:

# Holding Polluters Responsible



## ESTIMATED RANGE OF AWARDS

	3M	DUPONT	TYCO
High	\$28,771,300	\$3,409,409	\$2,167,854
Low	\$3,824	\$453	\$286
Average	\$1,607,481	\$169,368	\$129,076



# NEED TO KNOW- NOW

- \$14.75 Billion Available to your System now
- No Award– No Cost
- Future settlements = more \$\$\$

In order to participate in these settlements, public water systems need to submit different claims forms to the Claims Administrator.:

1. A completed IRS Form W-9;
2. Any evidence of any remedial action taken for PFAS;
3. From the past 10 years (2013-2022) documents showing the maximum flow rate per source, these can be internal logs that the public water system uses;
4. From the past 10 years (2013-2022) documents showing the maximum permitted flow rate per source, these can be any permit or documentation of the well pump showing the value.

**We will handle submission for you.** Please send the above as soon as possible so we can review the information provided and enter it in the Claims Administrator’s portal.

Attorney-Client Communication. Not For Distribution



**Report to Utility Committee**

**Item Name:** Upcoming Sewer Utility Projects  
**Meeting Date:** February 3, 2026  
**Referring Body:**  
**Committee Contact:**  
**Staff Contact:** John Jacobs  
**Report Prepared by:** John Jacobs

**AGENDA ITEM:** Upcoming Sewer Utility Projects

**OBJECTIVE(S):** To get direction from UC on possible upcoming projects.

**HISTORY/BACKGROUND:** In the 2026 budget, approved in November 2025, staff included a 5-year CIP with staff recommended projects. As this is prime bidding season for contractors for 2026 projects, we would like to start the RFP process for one project as we have the cash on hand. The other projects we have scheduled for this year, we will need to finance, possibly in coordination with other Village projects. The projects planned for 2026 in the CIP are:

**2026 Projects:**

- #1 – **Removal of Lift Station #3** - \$600,000 - Cash on Hand
  - #2 – **Lift Station #1 Generator** - \$250,000 - Finance
  - #3 – **Village Garage – Sewer Portion** - \$266,666 - Finance
- Total 2026 Projects = \$1,116,666  
Cash Amount = \$600,000  
**Borrowed Amount = \$516,666**

Then, if we continue to look at the projects scheduled for 2027, they are the following:

**2027 Projects:**

- #1 – **Lift Station #5 Panel Upgrade & Generator** - \$300,000 - Cash on Hand
  - #2 – **Hoist Truck** - \$100,000 – Cash on Hand
  - #3 – **Sewer Vacuum Truck** - \$550,000 – Finance
  - #4 – **Replace Plow Truck** - \$80,000 – Cash on Hand
- Total 2027 Projects = \$1,030,000  
Cash Amount = \$480,000  
**Borrowed Amount = \$550,000**

Then, if we continue to look at the projects scheduled for 2028, they are the following:

**2028 Projects:**

- #1 – **Lift Station #7 Panel Upgrade & Generator** - \$500,000 - Finance
- Total 2028 Projects = \$500,000  
**Borrowed Amount = \$500,000**

Therefore, the cumulative proposed 3-year total of Sewer Utility CIP projects is:

Total 2026-2028 Projects = \$2,646,666

Cash Amount = \$1,080,000

**Borrowed Amount = \$1,566,666 (before any issuance costs)**

Note, this proposed borrowing amount of \$1,566,666 shown here is LOWER than the number shown and discussed in the 2026 budget book from October 2025, which was \$1,650,000, before any issuance costs.

**Proposed Capital Borrowing during 2026:**

Sometime after 6/30/2026, the Village will propose to borrow some amount of funds for the 2026 capital improvements program (CIP). The Sewer Utility projects are already in the queue to be borrowed for during 2026 (for the proposed 2026-2028 CIP projects).

However, we are still awaiting discussion and review of the CIP street improvement projects for the years of 2026-2030. Once it is determined which street projects, if any, that we plan to proceed with during the 2026 year, we then could consider packaging them up with the sewer utility projects by one of the options below:

- 1) One combined 2026 capital borrowing debt issuance for streets & sewer projects, as a general obligation debt issuance, or
- 2) Two separate 2026 capital borrowing debt issuances: one for streets (General Obligation) and one for sewer (Sewer Revenue Bonds), or
- 3) If no streets projects are considered for 2026, then only a sewer projects borrowing (General Obligation or Sewer Revenue Bonds) would be pursued.

In order to borrow any debt in 2026, both the 2024 and 2025 financial audited statements would need to be available. Also, if we borrow after 7/1/2026, then no debt service payment would need to be made until calendar year 2027.

You will recall that if the Village were to issue the \$1,566,666 proposed debt in 2026, then the first principal and interest payments would be due in 2027. This would require a proposed 2.50% annual Sewer Utility Rate increase beginning in 2027. The estimated **annual increase** on the Sewer Utility bill at this time would be **\$12.45 on an average residential customer**. The annual increase in future years of 2028-2035 would be in the \$13-\$15 range for residential customers.

No additional Sewer Utility capital borrowing is forecast for the years of 2027-2030 in the Village's 5-year CIP (capital improvements program) for the Sewer Utility. Village Staff believe that annual capital reserves created in future years of 2028-2030 would be able to finance annual capital projects in the \$300,000-\$400,000 range by using cash on hand funds for them. Village Staff does not believe that additional capital borrowing would be necessary through 2030, after the proposed 2026 capital borrowing issue was executed as stated above.

Greg and I would welcome any questions from the UC Committee at the meeting on Tuesday night.



# Kronenwetter, WI 2025 Sewer Rate Study LRCFA

October 2<sup>nd</sup>, 2025 Utility Committee

# Why are we here?

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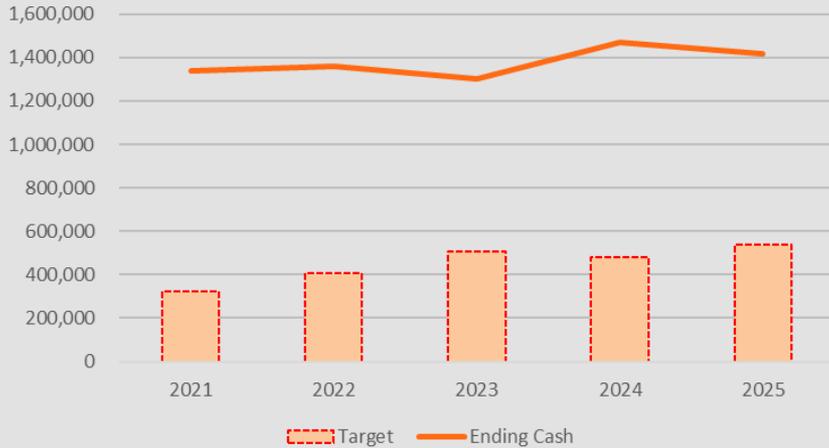
- Ehlers to identify fiscal sustainability
- Impact of Sewer CIP projects 2026-2030
- Our Process:
  - ✓ Historical Rate Performance
  - ✓ Future Projections
    - O&M, Depreciation
    - Funding Project
    - Rate Impact

# Historical Rate Performance

		Shown with no increase				
Revenue Requirement Component	Description	Actual			Estimated	
		2021	2022	2023	2024	2025
<b>Cash Basis</b>						
1	Operating and Maintenance	\$460,190	\$553,548	\$745,712	\$975,332	\$875,332
2	Debt	\$0	\$0	\$0	\$0	\$0
3	Cash Funded Capital^	\$97,591	\$67,761	\$55,053	\$73,718	\$499,000
Less:						
	Other Revenue	\$33,452	\$16,394	\$26,655	\$21,691	\$8,881
	Interest Income	\$7,635	\$7,016	\$38,625	\$57,199	\$35,000
	Revenue Requirement (Costs less Other Income)	\$516,694	\$597,899	\$735,485	\$970,161	\$1,330,451
	User Rates Revenue	\$664,497	\$646,727	\$719,635	\$1,207,564	\$1,278,874
	Rate Adequacy	\$147,803	\$48,828	(\$15,850)	\$237,404	(\$51,577)
	Rate Adjustment Needed	0.00%	0.00%	2.20%	0.00%	4.03%
<b>Utility Basis (PSC)</b>						
1	Operating and Maintenance	\$460,190	\$553,548	\$745,712	\$975,332	\$875,332
2	Depreciation	\$222,261	\$226,167	\$230,138	\$235,000	\$280,000
	NIRB	\$9,300,635	\$9,199,765	\$9,084,936	\$8,935,637	\$8,941,996
3	Typical ROI (2.5%)	\$232,516	\$229,994	\$227,123	\$223,391	\$223,550
Less:						
	Other Revenue	\$33,452	\$16,394	\$26,655	\$21,691	\$8,881
	Interest Income	\$7,635	\$7,016	\$38,625	\$57,199	\$35,000
	Revenue Requirement (Costs less Other Income)	\$873,880	\$986,299	\$1,137,693	\$1,354,833	\$1,335,001
	User Rates Revenue	\$664,497	\$646,727	\$719,635	\$1,207,564	\$1,278,874
	Rate Adequacy	(\$209,383)	(\$339,572)	(\$418,058)	(\$147,269)	(\$56,127)
	Rate Adjustment Needed	31.51%	52.51%	58.09%	12.20%	4.39%
<b>Notes:</b>						
^Includes recommended debt coverage at 1.4x annual debt payment						

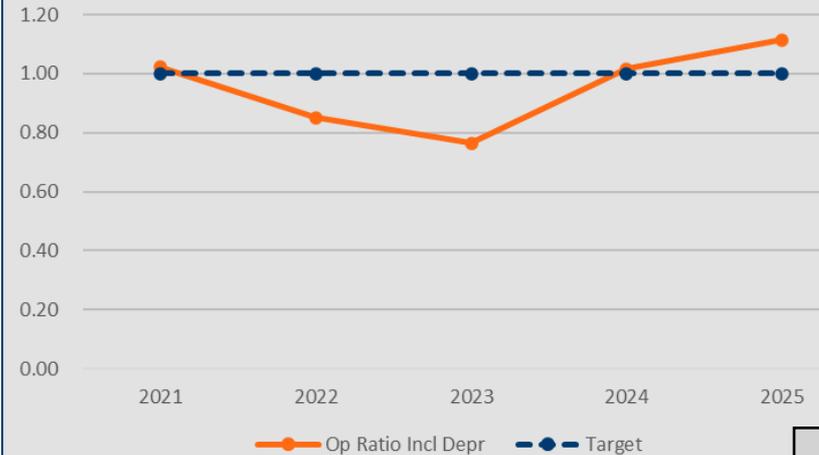
# Historical Financial Indicators

### Reserves - Actual vs. Target



Reserve target:  
5 months O&M + 1 year debt service

### Operating Ratio including Depreciation



# Historical Cash Position

Opportunity to leverage some cash to fund CIP projects

	Actual				Estimated	Budget
	2021	2022	2023	2024	2025	2026
<b>Target minimum cash balance</b>						
Target minimum working capital - Ehlers <sup>1</sup>	324,881	406,604	504,305	481,388	535,862	654,396
Actual Days Cash Available - PSC <sup>2</sup>	1,061	1,615	1,062	1,071	1,163	1,775
Actual Days Cash Available - Moody's <sup>3</sup>	837	710	343	325	341	718
Target minimum working capital - S&P <sup>4</sup>	837	710	343	325	341	718
<b>Actual working capital-cash balance</b>						
Over (Under) Ehlers target	1,337,228	1,359,501	1,303,026	1,470,201	1,418,624	2,527,959
Over (Under) PSC target (90 days)	1,012,347	952,897	798,721	988,813	882,762	1,873,563
Over (Under) Moody's target (150 days)	971	1,525	972	981	1,073	1,685
Over (Under) S&P target (150 days)	687	560	193	175	191	568
Over (Under) S&P target (150 days)	687	560	193	175	191	568
<b>Notes:</b>						
1) Target capital equals 5 mos of next year's operating expenses, including depreciation, plus 100% of debt.						
2) PSC formula = O&M expense + taxes + interest on long term debt ÷ 365 to get expense per day. Then Unrestricted Cash ÷ expense per day						
3) Moody's Formula = [(Unrestricted Cash + Liquid Investments) * 365 days] ÷ Total O&M Expenses less Depreciation						
4) S&P Formula = [(Unrestricted Cash + Liquid Investments) * 365 days] ÷ Total O&M Expenses less Depreciation; include designated reserve funds: ERFs, RSFs, etc						

# Capital Improvement Plan

- \$3.35M in capital projects investment 2026 – 2030
- Mix of revenue debt & cash

Projects	Funding	2026	2027	2028	2029	2030	Totals
Lift Station 3 Removal	Revenue Debt	600,000					600,000
Lift Station 1 Generator	Cash	250,000					250,000
Village Garage 2 Sewer Bays	Cash	266,666					266,666
Lift Station 5 Panel Upgrade & Generator	Cash		300,000				300,000
Hoist Truck (if garage exists)	Cash		100,000				100,000
Sewer Vacuum Truck (if garage exists)	Revenue Debt		550,000				550,000
Replace Plow Truck	Cash		80,000				80,000
Lift Station 7 Panel Upgrade & Generator	Revenue Debt			500,000			500,000
Lift Station 9 Panel Upgrade	Cash				300,000		300,000
Lift Station 10 Removal	Cash					400,000	400,000
<b>Actual CIP Costs</b>		<b>1,116,666</b>	<b>1,030,000</b>	<b>500,000</b>	<b>300,000</b>	<b>400,000</b>	<b>3,346,666</b>
Sources of Funding		2026	2027	2028	2029	2030	
G.O. Debt		0	0	0	0	0	0
Revenue Debt (2026 Issue)		600,000	550,000	500,000	0	0	1,650,000
Grants/Aids		0	0	0	0	0	0
Special Assessment		0	0	0	0	0	0
User Fees		0	0	0	0	0	0
Tax Levy		0	0	0	0	0	0
Equipment Replacement Fund		0	0	0	0	0	0
Cash		516,666	480,000	0	300,000	400,000	1,696,666
<b>Total</b>		<b>1,116,666</b>	<b>1,030,000</b>	<b>500,000</b>	<b>300,000</b>	<b>400,000</b>	<b>3,346,666</b>

# Future Projection

Section 5, Item F.

	Budget	Projected								
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>Revenues</b>										
Total Revenues from User Rates <sup>1</sup>	\$1,278,874	\$1,310,846	\$1,343,617	\$1,377,207	\$1,411,638	\$1,446,929	\$1,483,102	\$1,520,179	\$1,558,184	\$1,597,138
<b>Percent Increase to User Rates</b>	<b>0.00%</b>	<b>2.50%</b>	<b>2.50%</b>	<b>2.50%</b>	<b>2.50%</b>	<b>2.50%</b>	<b>2.50%</b>	<b>2.50%</b>	<b>2.50%</b>	<b>2.50%</b>
<b>Cumulative Percent Rate Increase</b>	<b>0.00%</b>	<b>2.50%</b>	<b>5.06%</b>	<b>7.69%</b>	<b>10.38%</b>	<b>13.14%</b>	<b>15.97%</b>	<b>18.87%</b>	<b>21.84%</b>	<b>24.89%</b>
<b>Dollar Amount Increase to Revenues</b>		<b>\$31,972</b>	<b>\$32,771</b>	<b>\$33,590</b>	<b>\$34,430</b>	<b>\$35,291</b>	<b>\$36,173</b>	<b>\$37,078</b>	<b>\$38,004</b>	<b>\$38,955</b>
Total Other Revenues	\$17,026	\$17,097	\$17,168	\$17,239	\$17,312	\$17,385	\$17,459	\$17,533	\$17,609	\$17,685
Total Revenues	\$1,295,900	\$1,327,942	\$1,360,785	\$1,394,447	\$1,428,949	\$1,464,313	\$1,500,560	\$1,537,712	\$1,575,792	\$1,614,823
<b>Less: Expenses</b>										
Operating and Maintenance <sup>2</sup>	\$519,900	\$535,497	\$551,562	\$568,109	\$585,152	\$602,707	\$620,788	\$639,411	\$658,594	\$678,352
Rib Mountain Metro <sup>3</sup>	\$460,000	\$478,400	\$497,536	\$517,437	\$538,135	\$559,660	\$582,047	\$605,329	\$629,542	\$654,723
Net Before Debt Service and Capital Expenditures	\$316,000	\$314,045	\$311,687	\$308,900	\$305,662	\$301,946	\$297,726	\$292,972	\$287,657	\$281,748
<b>Debt Service</b>										
Existing Debt P&I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
New (2026-2035) Debt Service P&I	\$0	\$87,542	\$173,500	\$169,500	\$165,500	\$166,375	\$167,000	\$162,500	\$158,000	\$153,500
Total Debt Service	\$0	\$87,542	\$173,500	\$169,500	\$165,500	\$166,375	\$167,000	\$162,500	\$158,000	\$153,500
Transfer In (Out)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Less: Capital Improvements	\$1,116,666	\$1,030,000	\$500,000	\$300,000	\$400,000	\$0	\$0	\$0	\$0	\$0
Debt Issued/Grants/Aid	\$1,910,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Net Annual Cash Flow</b>	<b>\$1,109,334</b>	<b>(\$803,496)</b>	<b>(\$361,813)</b>	<b>(\$160,600)</b>	<b>(\$259,838)</b>	<b>\$135,571</b>	<b>\$130,726</b>	<b>\$130,472</b>	<b>\$129,657</b>	<b>\$128,248</b>
<b>Restricted and Unrestricted Cash Balance:</b>										
Balance at first of year	\$1,418,624	\$2,527,959	\$1,724,463	\$1,362,649	\$1,202,050	\$942,212	\$1,077,783	\$1,208,509	\$1,338,982	\$1,468,638
Net Annual Cash Flow Addition/(subtraction)	\$1,109,334	(\$803,496)	(\$361,813)	(\$160,600)	(\$259,838)	\$135,571	\$130,726	\$130,472	\$129,657	\$128,248
Balance at end of year	\$2,527,959	\$1,724,463	\$1,362,649	\$1,202,050	\$942,212	\$1,077,783	\$1,208,509	\$1,338,982	\$1,468,638	\$1,596,886
"All-in"Debt Coverage		3.59	1.80	1.82	1.85	1.81	1.78	1.80	1.82	1.84

**Notes:**

- 1) Assumes no changes in customer count or usage beyond Test Year.
- 2) Assumes 3.00% annual inflation beyond budget year.
- 3) Assumes 4% annual increases to Rib Mountain Metro expense, beginning in 2027.

**Legend:**

- Increase depicted to maintain with assumed O&M inflation
- Increase needed above inflationary adjustment

# Future Projection – Cash Position

	Budget	Projected								
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>Target minimum cash balance</b>										
Target minimum working capital - Ehlers <sup>1</sup>	654,396	768,221	786,111	802,993	824,276	841,762	854,723	868,304	882,529	618,582
Actual Days Cash Available - PSC <sup>2</sup>	1,775	1,010	771	667	513	575	632	687	738	786
Actual Days Cash Available - Moody's <sup>3</sup>	718	404	265	202	111	150	184	216	246	273
Target minimum working capital - S&P <sup>4</sup>	718	404	265	202	111	150	184	216	246	273
<b>Actual working capital-cash balance</b>	2,527,959	1,724,463	1,362,649	1,202,050	942,212	1,077,783	1,208,509	1,338,982	1,468,638	1,596,886
Over (Under) Ehlers target	1,873,563	956,241	576,538	399,057	117,936	236,021	353,786	470,677	586,109	978,304
Over (Under) PSC target (90 days)	1,685	920	681	577	423	485	542	597	648	696
Over (Under) Moody's target (150 days)	568	254	115	52	(39)	(0)	34	66	96	123
Over (Under) S&P target (150 days)	568	254	115	52	(39)	(0)	34	66	96	123
<b>Notes:</b>										CIP depicted
1) Target capital equals 5 mos of next year's operating expenses, including depreciation, plus 100% of debt.										
2) PSC formula = O&M expense + taxes + interest on long term debt ÷ 365 to get expense per day. Then Unrestricted Cash ÷ expense per day										
3) Moody's Formula = [(Unrestricted Cash + Liquid Investments) * 365 days] ÷ Total O&M Expenses less Depreciation										
4) S&P Formula = [(Unrestricted Cash + Liquid Investments) * 365 days] ÷ Total O&M Expenses less Depreciation; include designated reserve funds: ERFs, RSFs, etc										

# Impact on Avg. Res. Bill

Year	Sewer					Utility Bill (Annual)	Change Over Prior Year	% of MHI (107,268)	Year
	Increase	Sewer Vol. Charge <sup>3</sup>	Sewer User Charge <sup>3</sup>	Utility Bill (Quarterly)	Change Over Prior Year				
		<u>1,000 Gal</u>	<u>Gen Service</u>						
2025		6.75	43.45	\$ 124.45		\$ 497.80		0.46%	2025
2026	0.00%	6.75	43.45	\$ 124.45	\$ -	\$ 497.80	\$ -	0.46%	2026
2027	2.50%	6.92	44.54	\$ 127.56	\$ 3.11	\$ 510.25	\$ 12.45	0.48%	2027
2028	2.50%	7.09	45.65	\$ 130.75	\$ 3.19	\$ 523.00	\$ 12.76	0.49%	2028
2029	2.50%	7.27	46.79	\$ 134.02	\$ 3.27	\$ 536.08	\$ 13.08	0.50%	2029
2030	2.50%	7.45	47.96	\$ 137.37	\$ 3.35	\$ 549.48	\$ 13.40	0.51%	2030
2031	2.50%	7.64	49.16	\$ 140.80	\$ 3.43	\$ 563.22	\$ 13.74	0.53%	2031
2032	2.50%	7.83	50.39	\$ 144.32	\$ 3.52	\$ 577.30	\$ 14.08	0.54%	2032
2033	2.50%	8.02	51.65	\$ 147.93	\$ 3.61	\$ 591.73	\$ 14.43	0.55%	2033
2034	2.50%	8.22	52.94	\$ 151.63	\$ 3.70	\$ 606.52	\$ 14.79	0.57%	2034
2035	2.50%	8.43	54.26	\$ 155.42	\$ 3.79	\$ 621.68	\$ 15.16	0.58%	2035
<b>Total Change over planning period</b>					<b>\$ 30.97</b>	<b>\$ 123.88</b>			

**Notes:**

1. The current Sewer volumetric rate is \$6.75 per 1,000 gallons and a service charge of \$43.45 for 5/8 inch meter.
2. The usage is assumed to be 12,000 Gallons per quarter.

# Recommendations & Next Steps

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Section 5, Item F.

- Implement inflationary increases as depicted, beginning in 2027 and beyond
  - ✓ Subject to changes in CIP
  - ✓ Target all-in debt coverage above 1.40

# Questions?

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Section 5, Item F.

**VILLAGE OF KRONENWETTER**  
**Capital Improvements Program: 2026-2032**  
**Estimates as of 1/26/2026**

	YEAR						
	2026	2027	2028	2029	2030	2031	2032
<b><u>Sewer Revenue Bonds:</u></b>							
Lift Station 3 removal	\$ 600,000						
Lift Station 1 generator	\$ 250,000						
Village Garage (2 Sewer bays)	\$ 266,666						
Lift Station 5 Panel Upgrade & Generator		\$ 300,000					
Hoist Truck (if garage exists)		\$ 100,000					
Sewer Vacuum Truck (if garage exists)		\$ 550,000					
Replace Plow Truck		\$ 80,000					
Lift Station 7 Panel Upgrade & Generator			\$ 500,000				
Lift Station 9 Panel Upgrade				\$ 300,000			
Lift Station 10 removal					\$ 400,000		
<b>TOTAL - Sewer Revenue Bonds</b>	<b>\$ 1,116,666</b>	<b>\$ 1,030,000</b>	<b>\$ 500,000</b>	<b>\$ 300,000</b>	<b>\$ 400,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>Water Revenue Bonds:</u></b>							
Well #3 and New Tower Study	\$ 75,000						
New Well, piping and filtration		\$ 6,000,000					
New Water Tower		\$ 5,000,000					
Repaint Water Tower on Tower Rd			\$ 500,000				
Upgrade all lift stations to SCADA/Cellular Systems					\$ 550,000		
<b>TOTAL - Water Revenue Bonds</b>	<b>\$ 75,000</b>	<b>#####</b>	<b>\$ 500,000</b>	<b>\$ -</b>	<b>\$ 550,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>General Obligation Debt or General Tax Levy:</u></b>							
<b><u>Village-wide:</u></b>							
Village Garage (2 parks bays, 2 police bays)	\$ 533,334						
<b><u>Public Works:</u></b>							
Crew Cab Pickup Truck - DPW		\$ 65,000					
Front End Loader - DPW			\$ 275,000				
Tandem Axle Dump Truck - DPW					\$ 400,000		
Wheeled Excavator - DPW						\$ 320,000	
Front End Loader - DPW							\$ 300,000
<b><u>Parks:</u></b>							
1-Ton Dump Truck - Parks	\$ 80,000						
Toro Groundsmaster Lawnmower - Parks			\$ 25,000				
<b><u>Roads:</u></b>							
Maple Ridge Road - CTH X to Kronen Dr	\$ 2,890,000						
Peplin Road - pulverize & chip (1 mile)		\$ 522,000					
Martin Road - reconstruction (3 miles)		\$ 5,000,000					
South Road - Village limits to Wisz Rd			\$ 234,000				
Forrest Road				\$ 587,000			
Autumn Road				\$ 436,000			
<b>TOTAL - General Obligation Debt or General Tax Levy</b>	<b>\$ 3,503,334</b>	<b>\$ 5,587,000</b>	<b>\$ 534,000</b>	<b>\$ 1,023,000</b>	<b>\$ 400,000</b>	<b>\$ 320,000</b>	<b>\$ 300,000</b>
<b><u>Equipment Replacement Fund Balance:</u></b>							
Tandem Axle Dump Truck - DPW (2025 = \$160,000 Chassis; and 2026 = \$155,000 Box/Plow)	\$ 155,000						
<b>TOTAL - Equipment Replacement Fund Balance</b>	<b>\$ 155,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>GRAND TOTAL</b>	<b>\$ 4,850,000</b>	<b>#####</b>	<b>\$ 1,534,000</b>	<b>\$ 1,323,000</b>	<b>\$ 1,350,000</b>	<b>\$ 320,000</b>	<b>\$ 300,000</b>