



Arcadia City Council
Regular Meeting
City Hall, Council Chambers – 203 W. Main Street
Wednesday, June 19, 2019 – 5:00 p.m.

AGENDA

- 1. Call to Order**
 - a. Roll Call
 - b. Pledge of Allegiance
 - c. Verification of Posting
 - d. Approval of Agenda
- 2. Public Comment**
- 3. Presentations - None**
- 4. Old Business**
 - a. Approval of Regular Meeting Minutes
 - i. May 22, 2019
 - ii. June 5, 2019
 - b. Discussion and Possible Approval of Special Events Agreement between the City of Arcadia and Ashley for the Arts Ltd.
- 5. Boards & Commission Updates - None**
- 6. Department Updates - None**
- 7. Public Hearing - None**
- 8. Discussion /Action Items**
 - a. Discussion and Possible Action of 2019 City Fee Schedule
 - b. Discussion of Food Truck Ordinance and Fees
 - c. Discussion and Possible Action on Verizon Cell Tower Agreement between the City of Arcadia and Wisconsin RSA #6 Partnership, LLP for Ashley for the Arts
- 9. Bills of General Account**
 - a. Approval of Arcadia School District Pay Request #8 (Library): \$41,355.78
 - b. Approval Bills of General Account in the amount of \$186,230.90
- 10. Licenses**
 - a. Operator Licenses
- 11. May 2019 Safety Report** (Informational only)
- 12. Future Meetings**
 - Regular Meeting, Wednesday, July 10, 2019 – 203 W. Main Street (5pm)
- 13. Adjourn**

Executive Summary

Title: Meeting Minutes

Recommended Action: Approve meeting minutes as presented for May 22, 2019 and June 5, 2019 City Council meetings.

Summary: Please review city council minutes for any changes or approve as presented.

Supporting Documents: Minutes from May 22, 2019 and June 5, 2019.

Prepared by: Lindy Vazquez, Administrative Assistant

Reviewed by: Angela Berg, Clerk-Treasurer

Arcadia City Council
Special Meeting– Joint Council/Commission Meeting
Wednesday, May 22, 2019: 5:00 p.m.
Arcadia Electric Utility Building – 401 West Main Street
Minutes available at www.cityofarcadiawi.com

Council President Joe Feltes called to order the Special Meeting of the Arcadia City Council at 5:00 p.m. with the following members present: Alderpersons Joe Feltes; Kevin Mayzek; Dan Sonsalla; Marlys Kolstad and Fritz Conrad. Also present were Arcadia Utility Commissioners Roland Thomas; Gary Bautch; James Wozney; Ron Jacoby and Tim Killian; city staff Angela Berg; Chief Diana Anderson; Tim Putz; Gary Skroch; and Terry Madden from Kostner, Koslo & Brovold. Alderman Paul Anderson was absent.

Joe Feltes led the group in reciting the Pledge of Allegiance.

Mayor Reichwein arrived.

Clerk Angela Berg verified the posting of the revised agenda on Tuesday, May 21, 2019 at City Hall; State Bank of Arcadia; Arcadia TV & Appliance, and the city website.

Motion by Sonsalla, seconded by Mayzek, to approve the agenda as presented. Motion carried 5-0.

Motion by Conrad, seconded by Mayzek, to convene into closed session per Wis. Stats. §19.85(1)(c) “Consideration of employment of a specific public employee: City Administrator”. Motion carried 5-0.

Roland Thomas left the meeting at 6:05 p.m.

Motion by Feltes, seconded by Mayzek, to convene into open session per Wis. Stats. Sec. §19.85(2). Motion carried 5-0.

Motion by Mayzek, seconded by Feltes, to adjourn. Motion carried 5-0.

Meeting ended at 7:00 p.m.

Respectfully submitted by:

Angela Berg
Clerk-Treasurer

Arcadia City Council
Regular Meeting
Wednesday, June 5, 2019: 5:00 p.m.
City Hall Council Chambers – 203 West Main Street
Minutes and video available at www.cityofarcadiawi.com

Mayor Rob Reichwein called to order the Regular Meeting of the Arcadia City Council at 5:00 p.m. with the following members present: Alderpersons Joe Feltes; Paul Anderson; Kevin Mayzek; Dan Sonsalla; Marlys Kolstad and Fritz Conrad. Also present were city staff Angela Berg; Amy Bergerson; and Rollie Conrad (arrived 5:21pm); Deb Foss from the Trempealeau County Times; and Barb Oehninger from the Trempealeau County Arts for All.

Mayor Reichwein led the group in reciting the Pledge of Allegiance.

Clerk Angela Berg verified the posting of the agenda on Friday, May 31, 2019 at City Hall; State Bank of Arcadia; Arcadia TV & Appliance, and the city website.

Motion by Feltes, seconded by Mayzek, to approve the agenda as presented. Motion carried 6-0.

Public Comments - None

Old Business

Motion by Feltes, seconded by Kolstad, to approve the meeting minutes from the May 15, 2019 meeting. Motion carried 6-0.

Public Hearing

Mayor Reichwein opened up the public hearing for the 2019-2020 Liquor License Hearing at 5:02pm.

Discussion/Action Items

There was discussion on waiving the fees for non-profit organizations applying for the special event permits. After discussion, council feels this process should be on an event by event scenario. No action taken.

Motion by Feltes, seconded by Kolstad, to waive the special events permit and the Joyce Wanek Pavilion fee for the Trempealeau County Arts for All Family Music Night to be held on June 29th and August 24th, 2019 from 6-9 p.m both evenings. This is a first time event for this non-profit organization. Motion carried 6-0.

Motion by Feltes, seconded by Sonsalla, to postpone the discussion and possible action on Ashley for the Arts Special Events Agreement to the June 19th, 2019 Council Meeting. Motion carried 6-0.

Motion by Sonsalla, seconded by Anderson, to approve the Provisional Building Permit – Holy Family Catholic Church, Motion carried 6-0.

Motion by Feltes, seconded by Kolstad, to approve the First Amendment #1 to Owner-Engineer Agreement for Well #7 – Davy Engineering. Motion carried 6-0.

Motion by Feltes, seconded by Mayzek, to approve the First Amendment to Technical Services By and between the City of Arcadia and Strand Associates Inc. Motion carried 6-0.

Motion by Feltes, seconded by Mayzek, to approve the geotechnical services proposal for Gavney Road from Braun Intertech in the amount of \$3,250. Motion carried 5-0- 1 with Conrad abstaining. Discussion about who would maintain this road, plow the road during winter months since it is a 50/50 split with the Town of Arcadia. Mayor Reichwein concluded this would be finalized at another meeting.

Motion by Feltes, seconded by Mayzek, to adopt the Post-Issuance Debt Compliance Policy, Procedure and Resolution 2019-10. Motion carried 6-0.

Motion by Feltes, seconded by Mayzek, to accept the lowest bid to Trempealeau County Highway Dept bid for the 2019 Chipseal project in the amount of \$22,840. Motion carried 5-0-1 with Conrad abstaining.

Motion by Feltes, seconded by Mayzek, to refer the Official Street Map to the Planning Commission. Motion carried 6-0.

Motion by Feltes, seconded by Mayzek, to approve Fireworks Seller Permits to Express Mart and Meinen Bros. Motion carried 6-0.

Motion by Feltes, seconded by Anderson, to approve the Bills of General Account in the amount of \$331,559.88. Motion carried 6-0.

Motion by Mayzek, seconded by Feltes, to approve a 2018-19 Operator's License to Courtney Tyson. Motion carried 6-0.

Motion by Feltes, seconded by Kolstad, to approve 2019-2020 Liquor License Applications; Adelina Donjuan Govea dba Don Juan Mexican Restaurant, 134 West Main Street, Arcadia, WI 54612 for a Class "B" Beer License for the sale of fermented malt beverages.

Arcadia Country Club Restaurant, 340 Golf Lane, Arcadia, WI 54612, Randy Rugotzke, Agent, for a Combination Class B License for the sale of fermented malt beverages and intoxicating liquors.

Arcadia Food Bank Inc. dba Randy's Neighborhood Market – Arcadia, Heather Heineman, Agent, 550 Dettloff Drive, Arcadia, WI 54612 for a Class A Beer License and a Class A Liquor License, and a cigarette and tobacco license.

Butch's Bar, LLC, Randy Boberg, Agent, 111 West Main Street, Arcadia, WI 54612, for a Combination Class B Liquor License for the sale of fermented malt beverages and intoxicating liquors.

Cenergy, LLC dba Mega Holiday #3731, Sandra Hoch, Agent, 1630 E. Blaschko Avenue, Arcadia, WI 54612 for a Class A Beer License for the sale of fermented malt beverages and a Class A Liquor License for the sale of intoxicating liquors, and a cigarette and tobacco license.

Charles Timm, dba Upchucks, 120 W. Main Street, Arcadia, WI 54612 for a Combination Class B License for the sale of fermented malt beverages and intoxicating liquors, and a cigarette and tobacco license.

Dan's Bar and Grill, LLC, Kathy Scow, Agent, 107 N. Grant Street, Arcadia, WI 54612,

for a Combination Class B Liquor License for the sale of fermented malt beverages and intoxicating liquors.

Dolgencorp, LLC, dba Dollar General Store #18788, Kelli Van Bendegom, Agent, 1341 East Main Street, Arcadia, WI 54612 for a Class A Beer License and a Class A Liquor License for the sale of fermented malt beverages.

Donald Sylla, dba Detox Bar & Grill, 402 West Main Street, Arcadia, WI 54612, for a Combination Class B Liquor License for the sale of fermented malt beverages and intoxicating liquors, and a cigarette and tobacco license.

Efrain Cortez dba La Tapatia, 125 West Main Street, Arcadia, WI 54612, for a Class "B" Beer License for the sale of fermented malt beverages.

El Tepeyac LLC, Gabriel Gomez Sanchez, Agent, 815 West Main Street, Arcadia, WI 54612, for a Class "B" Beer License for the sale of fermented malt beverages.

J & M Sport Bar LLC dba JR Sport Bar, John Jaszewski, Agent, 220 West Main Street, Arcadia, WI 54612, for a Combination Class B License for the sale of fermented malt beverages and intoxicating liquors, and a cigarette and tobacco license.

J & S Sales of Chippewa Falls, LLC, dba Express Mart, Barbara Jenson, Agent, 751 W. Main Street, Arcadia, WI 54612 for a Class A Beer License and a Class A Liquor License for the sale of fermented malt beverages, and a cigarette and tobacco license.

Joshua Bautch dba The Hideout, 116 N. Grant Street, Arcadia, WI 54612, for a Combination Class B License for the sale of fermented malt beverages and intoxicating liquors, and a cigarette and tobacco license.

Kwik Trip, Inc., Debra Kyser, Agent, 1625 East Main Street, Arcadia, WI 54612 for a Class A Beer License for the sale of fermented malt beverages and a Class A Liquor License for the sale of intoxicating liquor, and a cigarette and tobacco license.

MM San Juan, LLC, Juan Barrientos Fernandez, Agent, 306 West Main Street, Arcadia, WI 54612, for a Class A Beer License for the sale of fermented malt beverages.

Nicholas J. Slaby dba Sportsman's Bar, 101 West Main Street, Arcadia, WI 54612, for a Combination Class B License for the sale of fermented malt beverages and intoxicating liquors, and a cigarette and tobacco license.

Rockledge Furniture, LLC dba The Pub, Carol Stelmach, Agent, 343 S. Dettloff Drive, Arcadia, WI 54612, for a Combination Class B License for the sale of fermented malt beverages and intoxicating liquors.

Santa Fe Restaurante LLC, Juan Barrientos Fernandez, Agent, 122 N. Grant Street, Arcadia, WI 54612 for a Class "B" Beer License for the sale of fermented malt beverages.

Sap & Lele, LLC dba Riverview Lanes, Leandra Hulberg, Agent, 634 West Main Street, Arcadia, WI 54612, for a Combination Class B License for the sale of fermented malt beverages and intoxicating liquors.

TLW Investment Group, LLC dba Red's Bar, Donald Sylla, Agent, 118 East Main Street, Arcadia, WI 54612, for a Combination Class B License for the sale of fermented malt beverages and intoxicating liquors, and a cigarette and tobacco license.

Walter Kaltenhauser, dba Uncle Sam's of Arcadia, 309 West Main Street, Arcadia, WI 54612, for a Combination Class B License for the sale of fermented malt beverages and intoxicating liquors, and a cigarette and tobacco license. Motion carried 6-0 at 5:44 p.m.

Motion by Feltes, seconded by Mayzek, to approve the following 2019-2020 Cigarette & Tobacco licenses; Arcadia Food Bank, Cenergy LLC, Charles Timm, Dolgencorp LLC, Donald Sylla, Family Dollar Stores of Wisconsin, J & M Sport Bar LLC, J & S Sales of Chippewa Falls, Kwik Trip, Nicholas Slaby, and Red's Speak Easy. Motion carried 6-0.

The April 2019 Safety Report was included in the agenda packet for the council to see what training has occurred for employees thus far. No action was needed.

Motion by Mayzek, seconded by Feltes, to adjourn. Motion carried 6-0.

Meeting ended at 5:47 p.m.

Respectfully submitted by:

Amy Bergerson
Deputy Clerk-Treasurer

DRAFT

Executive Summary

Title: Discussion and Possible Approval of Special Event Agreement Between City of Arcadia and Ashley for the Arts Ltd.

Recommended Action: Approve Special Event Agreement

Policy Consideration: Does the Council agree with the terms of this agreement?

Summary: City staff and city attorney Terry Madden have met with Ashley staff several times and have a final Special Events Agreement for Consideration by Council. Does the Council have any questions regarding the proposed Agreement?

Financial or Budget Consideration:

Vision Considerations:

Community which is safe, healthy, and attractive.	√
Fosters a positive environment for business and income growth.	√
Remain a major county employment center	√
Provides for the well planned expansion of the community in an environmentally sustainable fashion.	√
Enhances future image and competitiveness within the region.	√

Supporting Documents: Draft Agreement and map

Prepared by:

Reviewed by: Angela Berg, Clerk-Treasurer

SPECIAL EVENTS AGREEMENT

This Special Events Agreement (herein called this “Agreement”) is made and entered into as of the ___ day of June, 2019 (herein called the “Effective Date”), by and between the City of Arcadia, a Wisconsin municipal corporation (herein called “City”), and Ashley for the Arts, Ltd., a Wisconsin non-profit corporation (herein called “Sponsor”).

RECITALS

Subject to and on the terms hereof, Sponsor desires to host an annual Event (as defined in Section 1) at the Site (as defined in Section 1) and City desires to allow Sponsor to use the Site during the Event Time (as defined in Section 1) each year, to host the Event.

TERMS & CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Event.

a. *Certain Definitions.*

(i) “Event” means an annual festival featuring music, artwork, artistic performances and/or food and beverages hosted by the Sponsor at the Site during the Event Time.

(ii) “Event Day” means, with respect to the calendar year 2019 Event, August 8, 9, and 10, 2019. With respect to subsequent events, “Event Day” means the second Thursday, Friday and Saturday during August.

(iii) “Event Time” means, with respect to the calendar year 2019 Event, the time beginning at an agreed upon hour on Thursday, August 8, 2019 and ending Sunday, August 11, 2019 at 3:00 a.m., but shall also include the period from Monday, July 29, 2019 until Thursday, August 8, 2019 for set-up of the Site and one (1) week following August 11, 2019 for tear-down and clean-up. With respect to subsequent Events, Event Time means a comparable period of time from the second Thursday in August until the second Sunday in August, along with comparable set-up and tear-down/clean-up time periods, or, if Sponsor indicates, in its sole discretion, that such time is not suitable for the Event, a different period of time agreed upon by the parties.

(iv) “Site” means, with respect to the calendar year 2019 Event, Memorial Park in the City of Arcadia, Trempealeau County, Wisconsin (“Memorial Park”), as depicted in the map attached hereto, marked “Exhibit A”, and

incorporated herein by this reference. With respect to subsequent Events, "Site" means Memorial Park, or, if Sponsor indicates, in its sole discretion, that such location is not suitable for the Event, a different location, or additional locations, agreed upon by the parties, which Site will be set forth on an updated map which will be prepared by Sponsor at Sponsor's expense and which will be subject to City's approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

b. *Events.*

(i) Subject to the terms hereof, including, without limitation Section 1(b)(ii), Sponsor agrees to host the Event during the Event Time at the Site and City agrees to allow Sponsor to use the Site during the Event Time. City shall abstain from granting any permits or licenses for use of the Site to other third-parties not expressly consented to by Sponsor (excluding third-parties attending the Event per Sponsor's consent or in accordance with the general plans associated with the Event such as a vendor, sponsor or member of the general public): (1) during the Event Time to the extent the use of the Site contemplated by such permits or licenses would materially and adversely affect Sponsor's ability to set-up, tear-down and/or clean-up before and following the Event Days; and (2) during the Event Days. The parties agree and acknowledge that Sponsor has sole discretion and control over Event planning, modification and performance, subject to compliance with applicable law and the terms and conditions of this Agreement.

(ii) The parties acknowledge that Sponsor is a non-profit organization which does not, as a general matter, generate revenue outside of third-party Event sponsorship funds and Event ticket and related revenues.

(iii) City shall continue to perform ordinary course City services (including, without limitation, landscaping and trash/waste removal) at the Site in the two week(s) preceding and during the Event Time as mutually agreed upon by the parties. City shall with reasonable promptness remove obstructions to the Site (excluding any obstructions caused or allowed by Sponsor or its employees, representatives, agents or contractors) as reasonably requested by Sponsor during the Event Time.

2. Initial Meeting to Review Plans for Event. On or before January 31 of each year during the term of this Agreement, City and Sponsor shall meet to review Sponsor's then-current plans for the Event. Unless otherwise agreed by City and Sponsor, such meeting shall be held at City's municipal hall during regular office hours for City. City shall be represented at such meeting by the City's administrator, chief of police, electrical superintendent, operations superintendent, water and wastewater superintendent, fire chief, a representative of the Arcadia Ambulance Service, and a member of Trempealeau County Emergency Services. Sponsor shall be represented at such meeting by its

President and/or other designated representatives. Items to be discussed at such meeting shall include, but not be limited to:

- a. the Sponsor's estimates of attendance and traffic for the Event;
- b. the Sponsor's plans for managing the crowd at and traffic associated with the Event;
- c. proposed changes in Sponsor's design, organization and operation of the Event when compared with the previous year's Event;
- d. a plan for Sponsor to provide City with a list of entertainers and vendors thirty (30) days prior to the Event, including name, responsible officer, address, and telephone number, and identification of the wares the vendors will offer for sale at the Event;
- e. the Sponsor's management personnel and contact information for such personnel (including assignments of responsibilities) who will be responsible for portions of the activities and functions comprising the Event; and
- f. the Sponsor's emergency operation plan for responding effectively to health and other emergencies that may arise during the Event, which shall be subject to approval by the City, which approval shall not be unreasonably denied, withheld or delayed, before the applicable permit is issued.

Sponsor shall provide City reasonable, written updates regarding the matters noted above in this Section 2 on or about the last date in April and the last date in July of each year.

3. Assignment of Responsibilities between Sponsor and City. At the initial meeting, responsibility for the following items will be discussed in good faith and assigned between Sponsor and City as agreed upon by the parties:

- a. Music licenses;
- b. Health licenses, including but not limited to for food outlets, camping sites, and sanitation, and all requirements related thereto;
- c. Alcohol licenses, including but not limited to licenses for beverage servers;
- d. Traffic control, including provision of patrol officers and signage, on public property;

- e. Parking, including but not limited to obtaining permission to use third parties' property for parking, parking lot attendants, and signage;
 - f. Security and protocol, including but not limited to at gates for admission to the event, on the grounds at the event, and throughout the City;
 - g. Fencing plan for event and specific areas, including but not limited to placement, height, and duration of usage;
 - h. Utilities, including but not limited to electrical service, water supply, storm water management, and wastewater and sanitation control;
 - i. Noise control and limitations;
 - j. Lights, including but not limited to placement, height, and duration of usage;
 - k. Campgrounds, including but not limited to rentals, sanitation, parking, and security; and
 - l. Inspections, including but not limited to scheduling, cost, reporting, and responsibility for costs.
4. Changes in Plans and Responsibilities. Following the January 31 meeting referenced in Section 2, Sponsor shall not make any Material Change in plans or assigned responsibilities for the Event without first consulting with City and obtaining City's advance approval, which approval shall not be unreasonably withheld, conditioned, or delayed. "Material Change" means a change made by Sponsor in plans or assigned responsibilities for the Event which would materially and adversely affect City's burdens associated with an Event. Sponsor shall give verbal or electronic notice of any proposed Material Change to the City administrator, who will promptly work with Sponsor and the mayor of the City in reviewing and acting upon such proposed changes in plans or assigned responsibilities.
5. Responsibility for Costs; Deposit; City Employees.
- a. *Responsibility for Costs; Deposit.* Sponsor shall be solely responsible for and shall hold City harmless from all Costs (as defined below). "Costs" mean all extraordinary, variable (i.e., other than those ordinarily scheduled and incurred by City) amounts of City services (e.g., sanitation, trash pick-up, police) costs that are incurred by City in performing its obligations under this Agreement during and solely on account of an Event. "Costs" shall not include any premium or markup on City services by City other than those premiums or markups inherent to such services and established by an independent formula (e.g., overtime wages

to City employees). City shall provide Sponsor with an estimate for Costs on or before March 31 of each year, which estimate shall be updated and provided to Sponsor in writing on or about the last date in May and on July 1 of each year (each an "Update"). City shall maintain separate, commercially reasonable records of all additional costs City incurs as a result of the Event and shall provide Sponsor with reasonable opportunities to review such records. City shall provide additional information regarding such records as reasonably requested by Sponsor. Sponsor shall deposit with City the estimated Cost within fifteen (15) days of receipt of the final Update (the "Deposit"). The Deposit shall be retained by City and applied against Costs actually incurred by City. Sponsor shall reimburse City for all additional Costs actually incurred by the City in excess of the Deposit within thirty (30) days of Sponsor receiving an invoice, along with reasonable supporting documentation, for such Costs from City. Costs incurred by City with respect to an Event must be invoiced, along with reasonable supporting documentation, no later than sixty (60) days following the consummation of an Event or City's rights with respect thereto shall be deemed waived. City shall refund Sponsor any portion of the Deposit which exceeded the amount of Costs actually incurred by City for such Event and which are unused within sixty (60) days following the consummation of an Event.

- b. *City Workers.* City and Sponsor agree that City will have City employees and other workers, who contract directly or indirectly with City, working during the Event. Notwithstanding Sponsor's responsibility for Costs, workers performing City's obligations hereunder will be either employees of City or independent contractors working directly or indirectly under contract with City and will not be employees of Sponsor. City shall maintain control, supervision and management of City's employees during the Event. For City's employees, City will be solely responsible for satisfying all federal, state, and/or local labor and employment law requirements applicable to City employees, including, but not limited to, the payment of wages, overtime, and expense reimbursement, as well as the provision of employee benefits. As to independent contractors with whom City contracts, or for workers who are employees of an entity with which City contracts, City will be solely responsible for paying all amounts due under the contracts to the independent contractor or to the entity with which City contracts. In the event that any court, enforcement agency, government entity, arbitrator, or other adjudicator determines that Sponsor is a joint employer of City employees for any purposes, including federal, state, and/or local wage and hour laws, or that City is otherwise liable under such laws with respect to City employees, City agrees to fully indemnify Sponsor any liabilities, costs or expenses that may be imposed on Sponsor as a result of such claims.

6. Insurance.

- a. *Liability Insurance.* During the Term of this Agreement, Sponsor shall maintain a policy of commercial general liability insurance (sometimes known as broad form comprehensive general liability insurance) insuring Sponsor against liability for bodily injury, property damage (including loss of use of property) and personal injury arising directly out of the Event or the use or occupancy of the City's Memorial Park. Sponsor shall name City as an additional insured under such policy. The initial amount of such insurance shall be no less than One Million Dollars (\$1,000,000) per occurrence, with a \$2,000,000 general aggregate for bodily injury and property damage. The liability insurance obtained by Sponsor under this Section 5 shall (i) be primary and non-contributing; (ii) contain cross-liability endorsements; and (iii) insure City against Sponsor's performance under Section 7 of this Agreement, if the matters giving rise to the indemnity under Section 7 of this Agreement result from the negligence of Sponsor. The amount and coverage of such insurance shall not limit Sponsor's liability nor relieve Sponsor of any other obligation under this Agreement. City shall also obtain comprehensive public liability insurance in an amount and with coverage determined by City insuring City against liability arising out of the Event. The policy obtained by City shall not be contributory and shall not provide primary insurance. Sponsor shall have the required liability insurance in place at least ten (10) days prior to the beginning of the Event.

- b. *Payment of Premiums.* Sponsor shall pay all premiums for its liability insurance policies described in Paragraph 5(a). Not less than ten (10) days before the Event, Sponsor shall deliver to City a certificate of insurance, executed by an authorized officer of the insurance company, showing that the insurance which Sponsor is required to maintain under this Section 5 is in full force and effect, showing City as an additional named insured under the policy, and containing such other information which City reasonably requires.

- c. *General Insurance Provisions.* Sponsor shall maintain all insurance required under this Agreement with companies holding a "General Policy Rating" of A-12 or better, as set forth in the most current issue of "Best Key Rating Guide" and authorized to sell policies insurance in the State of Wisconsin. City and Sponsor acknowledge the insurance markets are rapidly changing and that insurance in the form and amounts described in this Section 5 may not be available in the future. Sponsor acknowledges that the insurance described in this Section 5 is for the benefit of City. If, at any time during the Term of this Agreement, Sponsor is unable to maintain the insurance required under this Agreement, Sponsor shall nevertheless maintain insurance coverage which is customary and commercially reasonable in the insurance industry for Sponsor's type of business, as that coverage may change from time to time.

- d. *Waiver of Subrogation.* Unless prohibited under any applicable insurance policies maintained, City and Sponsor each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents or representatives of the other, for loss of or damage to its property or the property of others under its control, if such loss or damage is covered by any insurance policy in force (whether or not described in this Agreement) at the time of such loss or damage. Upon obtaining the required policies of insurance, City and Sponsor shall give notice to the insurance carriers of this mutual waiver of subrogation.

7. Term; Termination; Event Discontinuation or Suspension.

- a. *Term.* The initial term of this Agreement will be for a period of five (5) years from the Effective Date (the “Initial Term”). Sponsor is given three (3) options to extend the term for an additional five (5) year period (each a “Renewal Term”) following expiration of the preceding term, by giving written notice of exercise of the option to City at least three (3) months prior to the expiration of the Initial Term or Renewal Term (an “Option Notice”). If no Option Notice is given within such three (3) month period, the Agreement shall automatically expire on the last date of the Initial Term or Renewal Term, as applicable.
- b. Termination. Either party may terminate this Agreement, immediately upon written notice to the other party if: (i) the other party materially breaches this Agreement, and such breach: (1) is incapable of cure; or (2) being capable of cure, remains uncured for sixty (60) days after the non-breaching party provides the breaching party with written notice thereof; or (ii) upon Sponsor’s good faith determination that it will not hold the Event after providing notice to City thereof not less than sixty (60) days prior to the Event Time.
- c. *Event Discontinuation or Suspension.* The City reserves the right to discontinue or suspend an Event that is in progress if it reasonably, in good faith and as required by law is deemed to be a public safety hazard by the City Chief of Police or a fire hazard by the Chief of the Arcadia-Glencoe Fire Department, or if Sponsor is in material violation of City applicable ordinances, permits or state statutes; provided, however, that the City Chief of Police or Chief of the Arcadia-Glencoe Fire Department shall, if at all practicable, notify the Sponsor verbally of the hazard or violation, the reason for discontinuing or suspending the Event and provide, if feasible, a reasonable period of time for Sponsor and/or applicable City personnel, as appropriate, to cure or otherwise resolve the hazard or violation prior to the discontinuation or suspension; provided, further, however, that upon cure or other resolution of the situation, the Event discontinuation or suspension shall be lifted as promptly as possible. Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Sponsor recognizes City’s responsibility for maintaining the public safety of people and property within its jurisdiction and that the City cannot delegate this responsibility under Wisconsin

law. Consistent with the foregoing, the City Chief of Police has the authority to close, stop or suspend the Event or a portion of the Event in the event doing so is necessary, as determined by the City Chief of Police in her or his reasonable discretion, to protect the public safety.

8. Warranties, Representations, and Covenants. Each party warrants and represents to the other that as of the Effective Date: (a) such party has full power and authority to enter into this Agreement and that this Agreement will not conflict with, result in a breach of, or constitute a default under any other agreement to which such party is a party or by which such party is bound or any applicable laws, and (b) this Agreement is a legal and valid obligation binding upon such party and enforceable in accordance with its terms. Each party covenants that it will obtain all licenses, permits, and governmental or other approvals required for such party to perform its obligations hereunder.
9. Liability/Indemnification. Each party (the “Indemnitor”) shall indemnify, defend and hold the other party (the “Indemnitee”) harmless from and against any and all documented loss, cost, liability, damage or expense (including, without limitation, reasonable outside attorney’s fees and court costs) (“Losses”) which the Indemnitee may incur, sustain or suffer resulting from the claim of a third party against the Indemnitee caused by the breach of this Agreement or the negligence or more culpable misconduct of Indemnitor or its Representatives. The foregoing sentence is the sole and exclusive remedy for Indemnitee with respect to the third-party claims covered thereby. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT AND EXCEPT FOR INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS HEREUNDER, NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, LOST PROFITS, REMOTE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NOTWITHSTANDING THE INDEMNIFICATION, DEFENSE AND HOLD HARMLESS OBLIGATIONS SET FORTH ABOVE (“INDEMNITY OBLIGATIONS”), (A) WITH RESPECT TO INDEMNITY OBLIGATIONS TRIGGERED BY BREACHES OF THE AGREEMENT, ONLY LOSSES (AS DEFINED ABOVE) THAT ARE THE PROBABLE AND REASONABLY FORESEEABLE RESULT OF SUCH BREACH SHALL BE COVERED THEREBY; AND (B) LOSSES (AS DEFINED ABOVE) SHALL NOT INCLUDE INDIRECT, SPECIAL, INCIDENTAL, REMOTE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT ARE PAYABLE TO THIRD PARTIES BY THE INDEMNITEE ARISING OUT OF OR RELATED TO A BREACH BY THE INDEMNITEE OF A CONTRACT BETWEEN A THIRD PARTY AND THE INDEMNITEE.
10. Amendment. This Agreement represents the complete and final agreement of the parties hereto and supersedes all prior and contemporaneous understandings and agreements,

both written and oral, with respect to such subject matter. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No portion of this Agreement shall be construed for or against a party because it was drafted by one or the other or its legal representative.

11. Waivers. No failure on the part of either party to exercise and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by a party of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right.
12. Election of Remedies. Except as provided otherwise herein, the remedies provided hereunder shall not be construed to limit either party's right to pursue any other remedy or relief available under this Agreement or under Wisconsin law, including but not limited to, the right to pursue actual damages. Except as provided otherwise herein, A party's pursuit of any specific remedy shall not constitute an election of remedies by such party.
13. Dispute Resolution. In the event of any bona fide dispute arising between City and Sponsor under this Agreement, the parties each hereby waive their right to file a civil action or proceeding in connection with the same, it being agreed that upon demand by either party, the parties shall resolve the dispute by referring the same to a single arbitrator agreed upon by the parties. The arbitration shall take place in Arcadia, Wisconsin, and be governed under the rules of the American Arbitration Association and amendments thereto. Such arbitrator will have access to such records of the parties as are reasonably necessary and the decision of such arbitrator will be final and binding upon the parties. The cost of the arbitration will follow the award, unless otherwise determined by the arbitrator.
14. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that if Sponsor's payment obligations to City hereunder are determined to be invalid, illegal or unenforceable, the remainder of this Agreement shall be unenforceable. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
15. Confidentiality.
 - a. *Obligations*. Each party shall maintain the confidentiality of, and not disclose to third parties, or use, the other party's Confidential Information, except for the purpose of carrying out the rights and obligations set forth in this Agreement (the

“Purpose”). Each party shall not disclose or permit access to Confidential Information other than to its employees, officers, representatives or agents (collectively, “Representatives”) who: (i) need to know such Confidential Information for the Purpose; (ii) know of the existence and terms of this Agreement; and (iii) are bound by confidentiality obligations no less protective of the Confidential Information than the terms contained herein. A recipient of Confidential Information (“Recipient”) shall safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Recipient shall promptly notify the disclosing party of any unauthorized use or disclosure of Confidential Information and to prevent further use or disclosure. Recipient will be responsible for any breach of this Agreement caused by its Representatives. Notwithstanding the above, neither party shall be prohibited from making a disclosure to the minimum extent such disclosure is required to be made pursuant to the applicable law, order, subpoena, or request of a court or governmental authority; provided, that prior to any such disclosure, the Recipient shall (A) promptly notify the disclosing party in writing of such an obligation (provided such notice is lawful) to enable the other party to challenge such disclosure, (B) cooperate with the disclosing party regarding any challenge to such disclosure, and (C) if ordered or required by law, to provide such information, provide the minimum such information as is necessary to comply with such order, subpoena, or request. Sponsor acknowledges and agrees that City is subject to the Wisconsin public records law, *Wis. Stat. §19.31, et seq.*, and that, as a result, the foregoing restrictions on the disclosure of Confidential Information by City shall be limited by the requirements of the Wisconsin public records law.

- b. *Definitions.* “Confidential Information” means: (i) with respect to both parties, the existence and terms of this Agreement; (ii) with respect to Sponsor, any all non-public, proprietary, or confidential information of Sponsor, including financial information, statements, and records concerning Sponsor, its affiliates’, subsidiaries, sister, parent corporations or the Event; and (iii) with respect to City, Cost Records. “Confidential Information” does not include information that (A) is or becomes publicly known through no fault of Recipient, (B) is or becomes available to Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (C) was known by or in the possession of Recipient or its Representatives before being disclosed by or on behalf of disclosing party as shown in writing; or (D) was or is independently developed by Recipient without reference to or use of, in whole or in part, any of disclosing party's Confidential Information.
16. Force Majeure. Neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any: (i) acts of God; (ii) flood, fire, or explosion; (iii) war,

terrorism, invasion, riot, or other civil unrest; (iv) embargoes or blockades in effect on or after the date of this Agreement; (v) national or regional emergency; (vi) strikes, labor stoppages or slowdowns, or other industrial disturbances; (vii) passage of law or governmental order, rule, regulation, or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota, or other restriction or prohibition; or (viii) national or regional shortage of adequate power, telecommunications, or transportation facilities (each of the foregoing, a “Force Majeure”), in each case, provided that (A) such event is outside the reasonable control of the affected party; (B) the affected party provides prompt notice to the other party, stating the period of time the occurrence is expected to continue; and (C) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure. In the event City is unable, because of an event of Force Majeure, to make the Site available to Sponsor on the Event Date for the Event, Sponsor shall have the option of choosing an alternate date to hold the Event (the “Alternate Event Date”), at no extra charge, cost or expense to Sponsor. If Sponsor chooses an Alternate Event Date that is reasonably acceptable to City, then the Alternate Event Date shall replace the Event Date for the purposes of this Agreement, and all rights and obligations under this Agreement shall remain binding on the parties hereto. If: (a) Sponsor does not elect to choose an Alternate Event Date; or (b) City and Sponsor cannot agree on an Alternate Event Date, this Agreement shall terminate with respect to the applicable Event and City shall promptly refund the Deposit received by City from Sponsor hereunder.

17. Governing Law and Jurisdiction; Existing Regulations and Conflicting Enactments.

- a. *Governing Law.* This Agreement shall be construed exclusively in accordance with and governed exclusively by the laws of the State of Wisconsin.
- b. *Existing Regulation and Conflicting Enactments.*
 - (i) “Existing Regulations” collectively means any and all ordinances, rules, regulations, standards, specifications and official policies of the City governing, regulating or affecting the Site or the matters contemplated by this Agreement which are in force and effect as of the Effective Date.
 - (ii) “Subsequent Code Changes” collectively means all of the following which are adopted or approved subsequent to the Effective Date, whether such adoption or approval is by the City council, any department, division, office, board, commission or other agency of the City, by the people of the City through charter amendment, referendum, initiative or other ballot measure, or by any other method or procedure: (i) any amendments, revisions, additions or deletions to the Existing Regulations; or (ii) new codes, ordinances, rules, regulations, standards, specifications and official policies of the City governing or affecting the matters contemplated by this Agreement.

(iii) The City represents and warrants that this Agreement, including all matters contemplated hereunder, is consistent and not in conflict with, and enforceable under, Existing Regulations. In the event any Subsequent Code Change that would materially and adversely affect Sponsor's economic rights under this Contract, the Parties shall negotiate in good faith to modify this Agreement so as to put Sponsor in the economic position it was in immediately prior to such Subsequent Code Change to the greatest extent possible. For the avoidance of doubt, Subsequent Code Changes relating to public safety, health or welfare shall not be deemed to materially and adversely affect Sponsor's economic rights under this Contract.

18. Authority. The undersigned each warrant and represent that they have been duly authorized to execute this Agreement on behalf of the respective parties hereto and as the parties' act and deed and that the parties intend to be bound hereby.
19. Notice. Except as otherwise specifically noted herein, all notices and reports required hereunder shall be in writing and shall be deemed given when mailed by certified or registered mail, addressed as respectively indicated or to such other addresses as shall be indicated by a notice hereunder:

TO: City of Arcadia
Attn: Mayor
203 West Main Street
Arcadia, Wisconsin 54612

with a copy to: City of Arcadia
Attn: City Administrator
203 West Main Street
Arcadia, Wisconsin 54612

TO: Ashley for the Arts, Ltd.
Attn: Event Director
P.O. Box 155
Arcadia, Wisconsin 54612

The parties may, by notice as provided above, designate another or different address to which notice shall be given and all notices shall thereafter be sent to such party at the address so established. If notice is given by mail, the date of mailing shall be considered the date such notice is delivered.

20. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and authorized assigns.

21. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall be one and the same instrument.
22. Assignment. No provisions of this Agreement shall be assignable to or by either of the parties without prior written consent of the other party.

[Remainder of Page Left Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

CITY OF ARCADIA

ASHLEY FOR THE ARTS, LTD.

By: _____
Robert Reichwein, Mayor

By: _____
Cole Bawek, President

Attest: _____
Angela Berg, Clerk

Attest: _____
_____, Secretary

Signature Page to Special Events Agreement

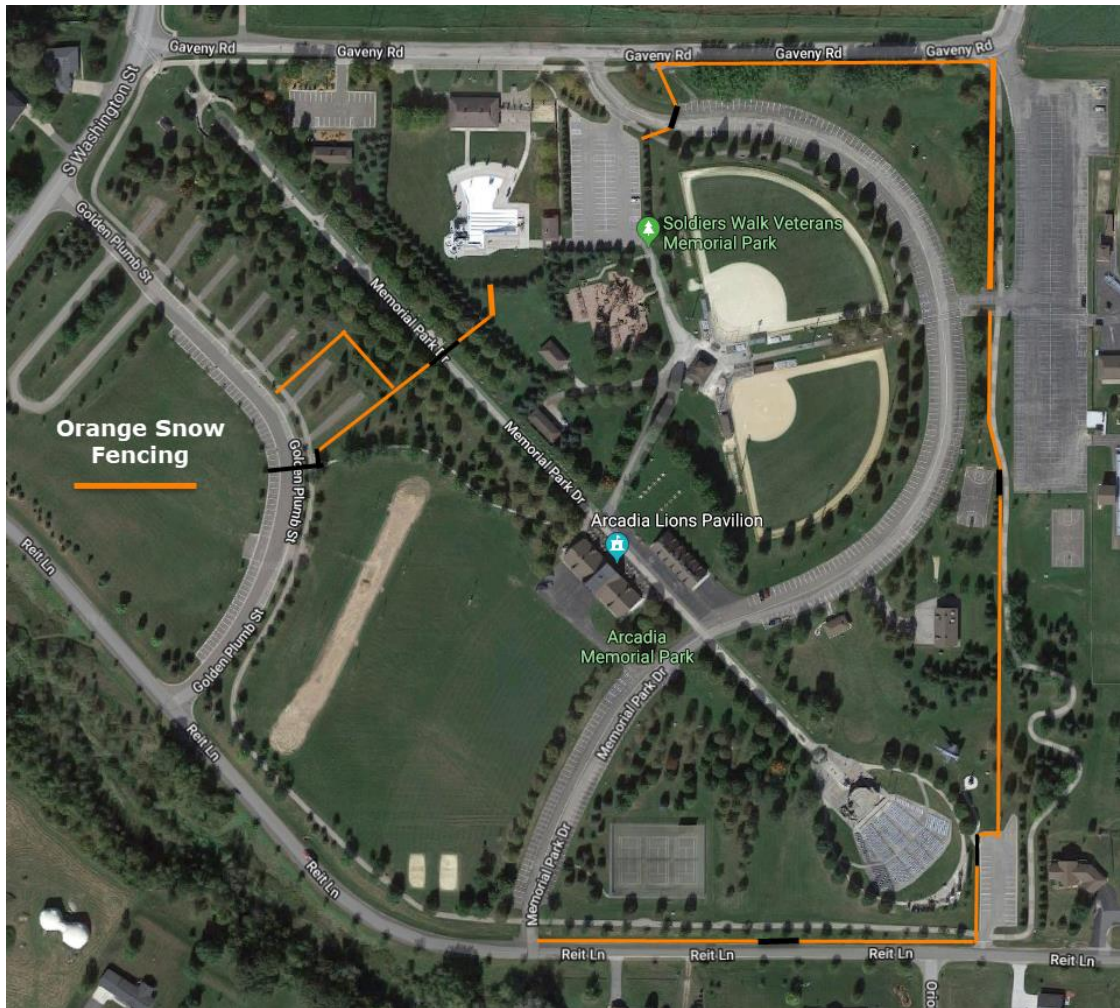
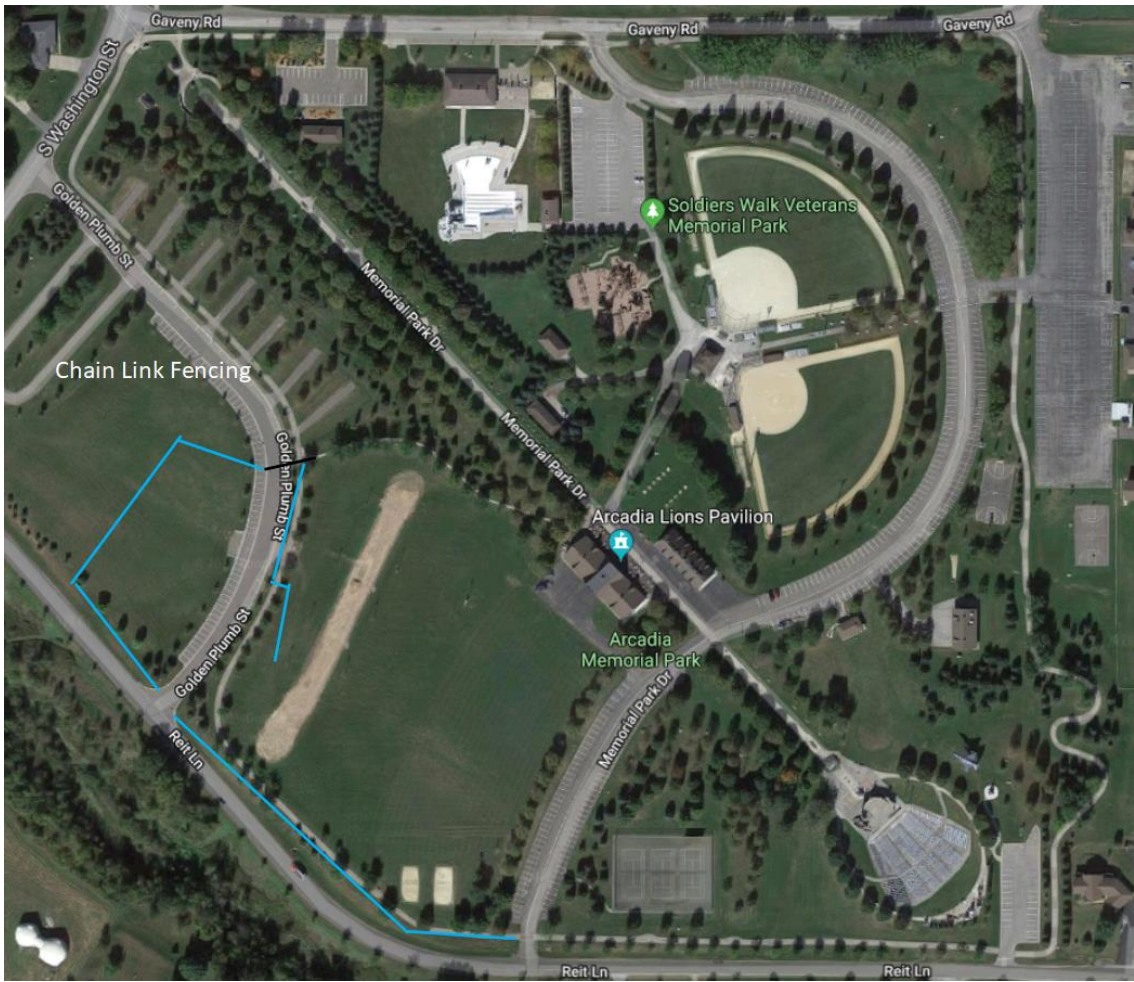
EXHIBIT A
Diagram of Site

Ashley for the Arts 2019 Event Map & Facility Use

Park Buildings/Facilities in Use for Ashley for the Arts. Below showcases the dates these locations will be closed for public use:

- Amphitheater – closed 7/29-8/14
- Pavilion – closed 7/29-8/14
- Chicken Pit – closed 7/29-8/14
- Softball Field Concession Stand – closed 8/5-8/14
- Grounds/Maintenance Building – closed 8/5-8/12
- Visitor Center Parking Lot – closed 8/5-8/12
- Aquatic Center Parking Lot – closed 8/5-8/12
- Amphitheater Parking Lot – closed 8/5-8/14
- Basketball Courts – closed 8/5-8/14
- Softball Fields – closed 8/5-8/14
- Tennis Court – closed 8/5-8/14
- Volleyball Courts – closed 8/5-8/14
- Water Building – accessible during event for utility use only
- Visitor Center – open to public during normal hours
- Aquatic Center – can be open, except parking lot will be temporarily closed (see above)





Executive Summary

Title: Update City Fee Schedule

Recommended Action: Approve changes to the City Fee Schedule as listed.

Summary: Additions: Transient Merchant Fee

Changes: Insert “Pro-rated if purchased...” to Operator’s License
Include “Broiler Days Only” to Campground Fees
Special Events Permit fee change to \$100
Clarify Breakdown of Court Fees
Rec Center Membership Fees increased for Students and Family & added Hourly Rate

Removed: Library Fines – Library is now “Fine Free”

Financial or Budget Consideration: None

Supporting Documents: Updated 2019 City Fee Schedule

Prepared by: Lindy Vazquez, Administrative Assistant

Reviewed by: Angela Berg, Clerk-Treasurer

2019 City of Arcadia Fee Schedule

ADMINISTRATIVE SERVICES	
Adult Oriented Establishments	
Initial	\$500
Renewal	\$300 per year
Renewal Late Application	\$200
Entertainer Registration	\$25
Alcohol Beverage Licenses	
Class A Fermented	\$15 per year
Class B Fermented	\$90 per year
Class A Liquor	\$240 per year
Class B Liquor	
Initial	\$10,000
Renewal	\$420 per year
Class C Wine	\$100 per year
Operator's License	\$30 per year (July 1-June 30)
	Pro-rated to \$10 if purchased during Apr/May/June
Temporary Class B Picnic Permit	\$10 per event
Campground - Broiler Days Only	
25 Sites	\$50 per site
Dog Licenses	
Spayed or Neutered	\$3 per year
Unaltered	\$8 per year
Kennel License	
Up to 12 dogs	\$35
Additional tag	\$3
Late filing fee per license	\$5
Dangerous dog harbor license	\$25
Impoundment	\$100
Fireworks	
Application	\$75
Permit	\$75
Mobile Homes	
Inspection	\$2
License	
Each Space	\$2
Transfer	\$10
Parking Fee	Calculated by assessor per month
Park Shelters (Available May through September)	
Pavilion 2 (Behind Kid's Kingdom)	\$100 (day)
Amphi-Theatre	\$100 (day)
Deer Park	\$100 (day)
Schultz Park	\$100 (day)
Vilas Hanson Park	\$100 (day)
Wanek Pavilion - Not available on Sundays	\$300 (day) Fri-Sat \$150 (day) Mon-Thurs (Plus Security Deposit) Inspection Fee \$25
Printing	
Grayscale	\$.10 per copy
Color	\$.25 per copy
Returned Check	\$30
Rental Housing	
License	\$50 per unit
Inspection	\$100 per occurrence

Special Events	
Tents on Streets	
Application	\$25
Permit	\$100
Stake Fee	\$10 per stake driven into surface
Application Extension	\$50
Special Meeting required	\$50
Transient Merchants	
Fee	\$80
Waste Management	
Designated Delivery Agent	\$25
Commercial	
Dumpster Disposal	\$13/yard
Residential	
Dumpster Rental (Limited Use)	\$25
Small Red Trash Bags (5)	\$7
Large Orange Trash Bags (5)	\$12
COMMUNITY DEVELOPMENT AND PLANNING	
Building Permits	
New House	\$650
Duplex	\$800
Remodel, Addition, Garage	\$200
Demolition	\$200
Moving of buildings	\$200
Non Metallic Mining	
Reclamation	
Plan Review	\$500
Expedited Plan Review	\$1,000
Public Hearing	\$250
Annual Fees	DNR Share + City Share + Outside Expenses
Conditional Use Permits	
Application Review	
0-5 acres	\$100
5-15 acres	\$500
16-50 acres	\$2,000
51-100 acres	\$6,000
101-200 acres	\$9,000
201 + acres	\$12,000
Hearing Fee	\$250
Modification of application	\$1,500
Zoning	
Public Hearing	\$250
Planned Development	\$500
Subdivision Review	
Minor	\$80
Major	\$300
Replat	\$60
LIBRARY	
Fees	
Damaged or Lost Books	Replacement Cost
Printing	

Grayscale	\$.10 per copy
Color	\$1.00 per page
MUNICIPAL COURT	
Court Fee	\$38 (City \$33+State \$5)
OPERATIONS	
Tree Replacement	
Less than 1 inch (trunk diameter)	\$100
1-2.5 inches (trunk diameter)	\$250
More than 5 inches (trunk diameter)	\$500
POLICE	
MV4000 Reports & Supplements (12 pages)	\$5
Additional page	\$0.25
Photocopies (4 pages)	\$5
Additional page	\$0.25
Digital Photo	\$1
DVD	\$12
CD	\$12
Postage	1st class rate
Large Request	\$.25 per page + Hourly Rate
Additional Services: Paper Service	\$65
Bicycle Registration	\$5 lifetime
Transfer	\$5
RECREATION	
Aquatic Center	
Daily Rate: Age 2 through Adult (Free for 62 and Older)	\$4
Yearly Rate: Family	\$180
Single	\$90
Lap Swim	\$50
Lap Swim (62 and Older)	\$30
Rec Center	
Monthly Memberships:	
Students	\$15
Adults	\$20
Family	\$35
Sr. Citizen (62 & Older)	\$10
Daily Rate	\$5
Hourly Rate	\$2

Executive Summary

Title: Verizon Cell Tower Agreement between the City of Arcadia and Wisconsin RSA #6 Partnership, LLP for Ashley for the Arts

Recommended Action: Approve Agreement with Wisconsin RSA #6 Partnership, LLP for Ashley for the Arts

Policy Consideration:

Summary: Attached is an Agreement to install a temporary cell phone tower in Memorial Park for Ashley for the Arts. The \$10,000 cost of this Agreement will be paid by a donation from Ashley Charitable Foundation, which was delivered to the City last week.

Financial or Budget Consideration: \$10,000 to be paid from donation

Vision Considerations:

Community which is safe, healthy, and attractive.	√
Fosters a positive environment for business and income growth.	√
Remain a major county employment center	√
Provides for the well planned expansion of the community in an environmentally sustainable fashion.	√
Enhances future image and competitiveness within the region.	√

Supporting Documents Verizon Cell Tower Agreement

Prepared by: Angela Berg, Clerk-Treasurer

Reviewed by:



KOSTNER, KOSLO & BROVOLD LLC
ATTORNEYS AT LAW

June 14, 2019

Hand Delivered

Angela Berg, Clerk
City of Arcadia
203 W. Main Street
Arcadia, WI 54612

RE: Wisconsin RSA #2 Partnership (Verizon)
Our File No. 0013/638

Dear Angela:

Enclosed you will find two (2) execution originals of the agreement between the City of Arcadia and Wisconsin RSA #2 Partnership for the Verizon cell tower license. We ask that you review the enclosed document and contact us with any questions or changes you may have. If the enclosed document is acceptable to you as prepared, you will then need to place this item on the agenda for an upcoming meeting of the common council for consideration and action and to authorize Mayor Reichwein to execute the same on behalf of the City.

You should remember that Bill Chang had advised Cole Bawek that the City would not execute the agreement until after it had received a contribution for the cost of the Agreement to the City.

After execution, please return both originals to us for forwarding to Wisconsin RSA #2 for their execution.

If you have any questions, please do not hesitate to contact us.

Very truly yours,



TERRENCE J. MADDEN

jmk

Enclosure

AGREEMENT

This Agreement made this _____ day of _____, 2019, between City of Arcadia, with an address at 203 W. Main Street, Arcadia, WI 54612 ("Licensor") and Wisconsin RSA #2 Partnership, with an address at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("Licensee").

1. Licensor hereby grants unto Licensee a license to use a 20' by 28' parcel located adjacent to Licensor's exhibit maintenance garage ("Garage") at 551 Memorial Park Drive, Arcadia, WI, which parcel is hereinafter referred to as the "Property", which is more particularly depicted in Exhibit A attached hereto and made a part hereof, together with the right to place upon the Property a communications facility ("Facility"). The Licensor also grants unto the Licensee the non-exclusive right-of-way along the Site Access Route depicted in Exhibit B attached hereto for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks. Further, the Licensee is granted a license to install and maintain (i) underground fiber optic cables, wires, and conduits from the intersection of Gavney Road and County Road J in the City of Arcadia, Trempealeau County, Wisconsin, to the Garage, (ii) a pedestal adjacent to the Garage at the location depicted on Exhibit A, and (iii) above-ground conduits, pipes, cables and wires from the Pedestal to its Facility within the Property as reasonably necessary to supply utility service and power to the Facility or as otherwise needed to service the Facility as reasonably determined by Licensee. Licensor hereby grants to Licensee the right to connect to and use Licensor's fiber and electrical power source to provide service to Licensee's Facility with no connection fee being assessed to Licensee.

2. The term of this Agreement shall be for the period from July 25, 2019 to August 23,

2019.

3. Licensor shall pay to Licensee a one-time fee of Ten Thousand Dollars (\$10,000.00) payable within forty-five (45) days of full execution of this Agreement.

4. Licensor and Licensee reserve the right to terminate this Agreement on thirty (30) days' prior written notice to the other party and upon such termination, Licensee will remove all of its equipment and improvements and restore the Property to its original condition.

5. Licensor and Licensee shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other party, or its employees, contractors or agents. Licensee shall maintain at its own expense during the term of this Agreement, commercial general liability insurance with a combined single limit of \$1,000,000.00 for bodily injury and property damage. The Licensee shall provide a certificate of insurance to the Licensor as proof of said coverage which shall contain a provision for thirty (30) days' notice of cancellation to the Licensor and shall list Licensor as an additional insured on such policy, as its interest may appear under this Agreement. Except with respect to the indemnification set forth in this paragraph, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

6. Licensor covenants that Licensee, upon paying the amount set forth herein and

Site Name: Ashley Laama
Site Number: 539650

performing the covenants set forth herein, shall peacefully and quietly have, hold and enjoy the Property during the term of this Agreement. Further, Licensor covenants that Licensor is seized of good and sufficient title and interest to the Property and has full authority to enter into this Agreement.

7. This Agreement may be sold, assigned or transferred by Licensee to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization, without the consent of the Licensor. As to any other parties, any sale, assignment or transfer must be with are subject to the written consent of the Licensor, which consent will not be unreasonably withheld.

8. All notices hereunder must be in writing and shall be sent certified mail, return receipt requested, to:

Licensor:

City of Arcadia
203 W. Main Street
Arcadia, WI 54612

Licensee:

Wisconsin RSA #6 Partnership, LLP
180 Washington Valley Road Bedminster
New Jersey 07921
Attention: Network Real Estate

[Signature Page to Follow]

Site Name: Ashley Laama
Site Number: 539650

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:

City of Arcadia

By: _____
Robert Reichwein, Mayor

Witness

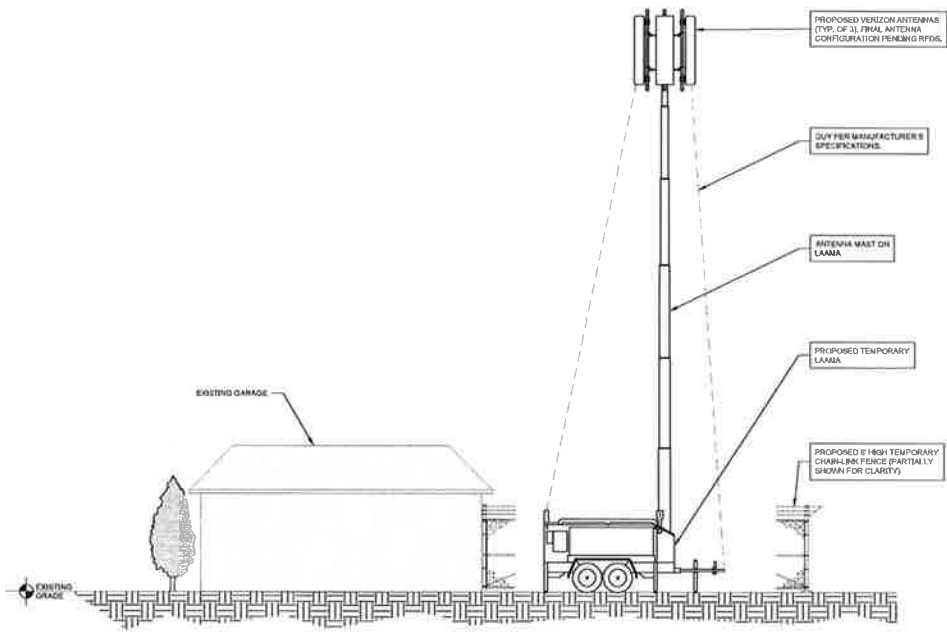
LICENSEE:

Wisconsin RSA #6 Partnership, LLP
By Alltel Corporation, Its Managing Partner

By: _____
Name: James Martin
Title: Director- Network Field
Engineering Date: _____

Witness

FULL SCALE PRINT IS ON 22"x34" MEDIA
 HALF SCALE PRINT IS ON 11"x17" MEDIA



PROPOSED VERIZON ANTENNAS
 (TYP. OF 3). FINAL ANTENNA
 CONFIGURATION PENDING RFDS.

GUY PER MANUFACTURER'S
 SPECIFICATIONS

ANTENNA MAST ON
 LAAMA

PROPOSED TEMPORARY
 LAAMA

PROPOSED IF HIGH TEMPORARY
 CHALKING FENCE (PARTIALLY
 SHOWN FOR CLARITY)

EXISTING GARAGE

EXISTING GARAGE

1 SOUTH-EAST ELEVATION
 SCALE: 1/4" = 1'-0"

verizon
 1515 WOODFIELD ROAD
 SCARSDALE, IL 60583
 TEL: (630) 752-2113
 FAX: (630) 752-2113

TERRA
 10000 WISCONSIN
 FARM ROAD
 FARMINGTON, IL 62521
 TEL: (618) 262-1111

NO.	DATE	BY	REVISIONS

LOC. # 539650

ASHLEY
 LAAMA

540 MEMORIAL PARK DR
 ARCADIA, WI 54612

DRAWN BY:	LDI
CHECKED BY:	TAZ
DATE:	04/20/16
PROJECT #:	13377

SHEET TITLE
 SITE
 ELEVATION

SHEET NUMBER
ANT-1

Executive Summary

Title: Approval of Community Center Invoice #8

Recommended Action: Approve Community Center Invoice #8

Policy Consideration: Does the Council agree with the pay request?

Summary: The City and Arcadia School District (ASD) have agreed to a construction contract for the new community center and new municipal library. Once the ASD has met the conditions precedent, the City would become obligated to make payments of its contribution towards the library portion of the project. The construction contract specifies that the City pay 2.98 percent of bid package one and 41.76 percent of costs related directly to the library for bid package two. The contract also states that no more than \$23,300 of the City's contribution may be applied to design fees.

The restricted fieldhouse account is being used to fund these invoices. This payment will use the remaining funds in the fieldhouse restricted account and the city will take its first draw on the \$287,000 Commitment Note from the State Bank of Arcadia. The loan will be paid back with the annual contribution the school makes to the city for the Fairfield Street, Utilities Improvements and the Bus Shed Paving Agreement.

Financial or Budget Consideration: \$41,355.78

Vision Considerations:

Community which is safe, healthy, and attractive.	√
Fosters a positive environment for business and income growth.	√
Remain a major county employment center	√
Provides for the well-planned expansion of the community in an environmentally sustainable fashion.	√
Enhances future image and competitiveness within the region.	√

Supporting Documents: Pay request documentation #8

Prepared by: Angela Berg, Clerk-Treasurer

Reviewed by: Bill Chang, City Administrator



"Inspire Learning, Empower Learners"

School District of Arcadia

LANCE BAGSTAD
 Superintendent
 756 Raider Drive
 Arcadia, WI 54612
 (608) 323-3315
 FAX: (608) 323-2256

MICHELE BUTLER
 Middle School Principal
 725 Fairfield Ave
 Arcadia, WI 54612
 (608) 323-3315
 FAX: (608) 323-3188

PAUL HALVERSON
 Elementary Principal
 358 E. River Street
 Arcadia, WI 54612
 (608) 323-3315
 FAX: (608) 323-7015

ALAN HERMAN
 High School Principal
 756 Raider Drive
 Arcadia, WI 54612
 (608) 323-3315
 FAX: (608) 323-8181

Board Members

Paul Servais, President
 Randy Nilsestuen, Vice President
 Rodney Walters, Treasurer
 Brian Steinlicht, Clerk
 Dana Conrad
 Robert Hurlburt
 Loren Wolfe

TODAY'S DATE: June 7, 2019

TO: City of Arcadia

IN ACCOUNT WITH:

**ARCADIA SCHOOL DISTRICT
 756 RAIDER DRIVE
 ARCADIA WI 54612
 (608)323-3315**

DATE	INVOICE NUMBER	FOR	AMOUNT DUE
5-31-2019	17077-14	HSR Associates	\$460.71
4-31-2019	182580-0006	Miron Construction Pay App #6	\$40,895.07
TOTAL DUE			\$41,355.78

Executive Summary

Title: Bills of General Account

Recommended Action: Review the enclosed bills for payment and approval.

Policy Consideration: Does the Common Council agree with the attached bills?

Summary:

Financial or Budget Consideration:

- Bills of General Account in the amount of \$186,230.90

Vision Considerations:

Community which is safe, healthy, and attractive.	√
Fosters a positive environment for business and income growth.	√
Remain a major county employment center	√
Provides for the well planned expansion of the community in an environmentally sustainable fashion.	√
Enhances future image and competitiveness within the region.	√

Supporting Documents: Bills of General Account

Prepared by: Sally Sylla, Administrative Assistant

Reviewed by: Angela Berg, Clerk-Treasurer

AGENDA ITEM #9

Vendor	Amount	
Allied Coop	\$ 32.50	Cracked Corn for Deer
Arcade Portables	\$ 280.00	Portables at Memorial Park (3) & Schank Park
Arcadia Auto Parts	\$ 202.50	Street Dept Vehicle Expense
Arcadia Beverage	\$ 67.50	Summer Rec & Pool Concessions
Arcadia Electric Motor	\$ 217.50	Repair a Flood Pump
Arcadia Electric Utility	\$ 12,760.66	Utility Bills
Arcadia Farm & Home	\$ 82.96	Street Dept & Pool Supplies
Arcadia Motors	\$ 46.20	Oil Change Police Squad
Arcadia School District	\$ 424.20	April Mobile Home Fees
Brice Prairie's Baseball/Softball	\$ 100.00	Baseball Tournament
BSN Sports	\$ 854.82	Summer Rec Equipment
Carrico Aquatic Resources	\$ 1,650.00	2019 Water Management Agreement Payment 2 of 4
Carrico Aquatic Resources	\$ 58.95	Pool Chemicals
Chimney Rock Appraisal	\$ 4,300.00	Assessment Services
Clark Electric Appliance & Satellite	\$ 24.00	Panic Alarm Monthly Fee
Dalco	\$ 1,550.20	Park Supplies
Dalco	\$ 55.35	Hand Soap for Memorial Park
Fischer Bros	\$ 1,480.00	Repair 3 Lifeguard Chairs
Halvorsen Lumber	\$ 117.20	Repair Vilas Hanson Park Shelter and Repair Street Dept Barricades
Hardware Hank	\$ 3,198.85	Memorial Park Flowers \$2718.43, Pool Supplies and Parts & Street Dept Supplies
Harmony Industrial Supplies	\$ 558.40	Street Dept Supplies
Heggies Pizza	\$ 201.00	Pool Concessions
Hilltopper Refuse & Recycling	\$ 1,200.00	May Recycling Fees
Holiday Fleet	\$ 3,242.04	Gas for Street, Park & Rec and Police Dept
Holiday Wholesale	\$ 3,515.83	Summer Rec and Pool Concessions
James Waniorek	\$ 436.80	Uniform Allowance
La Crosse County Treasurer	\$ 6,735.14	Garbage
Maloney's Baloney	\$ 475.77	Summer Rec Concessions
Mayo Clinic Health System	\$ 354.00	Random Drug Screen and Vaccination
MN Life Insurance	\$ 350.20	Life Insurance
Monica Kamrowski Lopez	\$ 127.50	Interpreting Services for Police Dept
Nationwide Retirement Solutions	\$ 1,205.00	Payroll
Pepsi Cola of La Crosse	\$ 2,195.42	Summer Rec and Pool Concessions
Pirate Community Ball	\$ 90.00	T-Ball Tournament
Riverland Energy Cooperative	\$ 37.24	Electric at Landfill
State Bank of Arcadia	\$ 66,025.12	Payroll
State Bank of Arcadia	\$ 23,076.59	Payroll
State Bank of Arcadia	\$ 4,213.80	Payroll
State Bank of Arcadia	\$ 407.12	Sales & Use Tax
Theresa Gilbertson	\$ 800.00	Painting at Pool
Trempealeau County Highway Dept	\$ 1,013.83	Patch Mix for Street Dept
Tri-City Sanitation	\$ 575.00	Landfill for 4/15/19 - 5/14/19
Tri-County Communications	\$ 319.31	Rec Center Internet, City Hall Phones & WIFI at Memorial Park
Tri-State Business Machines	\$ 234.60	Copier Expense for Rec Center, City Hall & Police Dept
Verizon	\$ 457.46	Cell Phones
WEA Insurance Trust	\$ 38,633.62	Health & Vision Insurance
WHTL	\$ 47.00	Recycling/Garbage Ads for April
WI DNR	\$ 330.00	2019 Environmental Fees
WI Professional Police Association	\$ 126.00	Payroll
Wisconsin Central	\$ 1,264.69	Annual Easement Expense
Ziebell's Hiawatha Foods	\$ 479.03	Pool Concessions
INVOICES TO APPROVE TOTAL	\$ 186,230.90	

Executive Summary

Title: Discussion and Approval of Operator Licenses

Recommended Action: Approve the licenses as presented.

Policy Consideration: Does the applicant have the necessary qualifications to hold an operator license in the City of Arcadia.

Summary: This is a recurring agenda item; city council has authorized city clerk to issue operator licenses as long as the background check has come back satisfactorily from the Arcadia Police Department, and there are no issues that need special consideration by the City Council.

All applicants listed below have had background checks completed by the Arcadia Police Department and are recommended for approval.

Financial or Budget Consideration:

Vision Considerations:

Community which is safe, healthy, and attractive.	√
Fosters a positive environment for business and income growth.	√
Remain a major county employment center	√
Provides for the well planned expansion of the community in an environmentally sustainable fashion.	√
Enhances future image and competitiveness within the region.	√

Applicants: See attached list for 2019-2020 Operator Licenses

Prepared by: Sally Sylla, Office Assistant

Reviewed by: Angela Berg, Clerk-Treasurer

2019-2020 Operator Licenses	
Karen L Blaschko	Norma Candelas Barrientos
Diane M Schroeder	Yesenia I Mendoza
Kristie L Glodowski	Kristine M Reidy
Karen A Skroch	John J Boland
Wendy D Suchla	Dennis J Kiehl
William J Grulkowski	Brianna L Hurlburt
Ronald J Benusa	Hunter J Tulip
Leah M Haines	Brittany S Guenther
Vince J Wozney	Kaycee S Grzadzielewski
Maura Jonas	Raymond A Suchla
Dawn M Wozney	Emily D Guza
Terri L Wojcik	Ashlee M Riegel
Tracy E Kotlarz	Courtney L Tyson
Sharon A Kotlarz	Patricia A Brophy
Nicole M Filla	Trent M Kube
Hannah Jo Pronschinske	Tim E Killian
Jonathan D Nelson	Marcia L Benson
Laura A Sonsalla	Jessica E Juarez
Leanne M Haines	Jessica L Bautch
Katelyn J Kulig	Kathy S Scow
Kaitlin I Guza	Jamie A Rossa
Wanda L Theisen	Amanda J Gierok
Robert J Wegman	Autumn L Clapperton
Stacy L Scow	Amy A Pronschinske
Chloe I Owens	Heather G Servais
Joseph A Palmer	Payton L Kampa
Bonnie Jo E Tuma	Alejandra Candelas Sanchez
Peter L Bouzek	Amanda K McKay
Martha L Diebold	Sari L Krueger-Smith
Victoria L Valen	Sharon L Waldera
Dawn L Bork	

Executive Summary

Title: Safety Reports

Recommended Action:

Summary: The City takes pride in safety practices. Attached is the summary of what training has occurred citywide for employees in May 2019. This is informational only, no action necessary.

Financial or Budget Consideration:

Vision Considerations:

Community which is safe, healthy, and attractive.	√
Fosters a positive environment for business and income growth.	√
Remain a major county employment center	√
Provides for the well planned expansion of the community in an environmentally sustainable fashion.	√
Enhances future image and competitiveness within the region.	√
System reliability, reasonably priced power, quicker response times, along with safe work practices.	√

Supporting Documentation: May 2019 Safety Summary Report

Prepared by: Malinda Vazquez, Administrative Assistant

Reviewed by: Angela Berg, Clerk-Treasurer



SAFETY REPORT

**City of Arcadia
May 2019**

Prepared by Steve Isaacson, MEUW Regional Safety Coordinator

ACTIVITY HIGHLIGHTS

Dates in Arcadia: 5/2, 5/21 and 5/28

1. Training

- a. Roadway Work Zone
 - i. Conducted 3 Sessions: Electric Utility, Water/Wastewater Utility and Street Department.

2. Inspections/Audits

- a. AEDs
- b. Parks and Recreation
 - i. Aquatic Center: Written report completed and submitted.
 - ii. Recreation Center: Written report completed and submitted.

3. Compliance/Risk Management

- a. Audiometric Testing
 - i. Follow-up/debriefing meeting with Angela: Discussed minor changes for next year's testing, along with ongoing documentation requirements.
- b. Arc Flash/Electrical Burn Post-Incident Response
 - i. Participated in a phone conference with Mark Johnston, St. Paul Burn Center Outreach Specialist. Discussed:
 - 1. Critical issues to be addressed at incident scene.
 - 2. 9-1-1 dispatch communications.
 - 3. Patient transportation decision-making and procedures.
 - 4. Post-incident/injury checklist additions/revisions.
 - ii. Finalized checklist and submitted to Tim/Angela for implementation.
- c. Completed and submitted MEUW Regional Safety Management Program Safety Achievement Award application.
- d. Written Program Management
 - i. Personal Protective Equipment program reviewed, updated and submitted for approvals.
 - 1. At Rollie's request, conducted a focused PPE inspection/hazard assessment for the Street Department and submitted a written report with recommendations for additional equipment.
 - ii. Powered Industrial Truck program reviewed, updated and submitted for approvals.

NEAR-TERM GOALS

1. Training – June

- a. Seasonal Employee General Safety Orientation
- b. Confined Space Rescue: Electric Utility, Water/Wastewater Utility and Street Department.

2. Audits/Inspections

- a. AEDs – AEU (ongoing).
- b. Work zone audits (ongoing, as permitted by department heads).
- c. Facility Inspections
 - i. AEU cold storage.
- d. SDS spot-check

3. Compliance/Risk Management

- a. Continue reviewing/updating written safety plans.