

CITY OF
EAGLE RIVER
Wisconsin

Snowmobile Capital of the World ★ ATV/UTV Capital of Wisconsin ★ Hockey Capital of Wisconsin

AGENDA NOTICE

THE FINANCE COMMITTEE OF THE CITY OF EAGLE RIVER WILL HOLD A MEETING ON TUESDAY, FEBRUARY 13, 2024, 5:15 P.M. AT CITY HALL, 525 E. MAPLE STREET IN EAGLE RIVER.

- 1) Call To Order.
- 2) Roll Call.
- 3) Treasurer confirmation that all bank accounts are reconciled.
- 4) Treasurer report of any and all late payments and penalties.
- 5) January Financial Review.
- 6) Review & Approval of Accounts Payable.
- 7) Adjourn.

Submitted by Becky Bolte, City Clerk

Please note that, upon reasonable notice at least 24 hours in advance, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services or provide a video link for meetings. For additional information, or to request this service, please contact the City Clerk's Office at 715-479-8682 ext. 224, 525 E. Maple Street, P.O. Box 1269, Eagle River WI 54521.

Date of posting 2/12/24 bjb

CITY OF
EAGLE RIVER
Wisconsin

Snowmobile Capital of the World ★ ATV/UTV Capital of Wisconsin ★ Hockey Capital of Wisconsin

AGENDA NOTICE

Join Zoom Meeting

<https://us06web.zoom.us/j/81145375663?pwd=bQHqovHJVhgsraba1g3yEoGUXFGtmf.1>

Meeting ID: 811 4537 5663

Passcode: 064873

THE COMMON COUNCIL OF THE CITY OF EAGLE RIVER WILL HOLD A MEETING ON
TUESDAY, FEBRUARY 13, 2024, 6:00 PM AT CITY HALL, 525 E. MAPLE STREET IN EAGLE RIVER.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of Previous Meetings
5. Discussion and Possible Action on the Following Agenda Items:
 - a) Street Closing/temporary sign/amplification/display of goods permits:
 - i. Eagle River Rotary– 63rd Annual Antiques Show, 8/2/24 and 8/3/24.
 - ii. World Championship Derby Complex, Vintage World Championship Snowmobile Racing, 2/21/24 – 2/25/24. Rescheduled to run in conjunction with WCD World Series Race.
 - iii. Eagle River Chamber of Commerce
 - 1) Memorial Day Arts and Crafts Show and Sidewalk Sales - May 26
 - 2) Up North Beer Fest – June 7-8
 - 3) Sip-N-Shop Wine Walk – June 15
 - 4) 4th of July Parade – July 4
 - a) Parade Application
 - b) 4th of July Party in the Street – July 4
 - 5) Burger Bash - July 20
 - 6) Antique Motorcycle Show – August 13
 - 7) National Championship Musky Open – August 15 – 18
 - 8) Eagle River Car and Truck Show – August 24
 - 9) Labor Day Arts and Crafts Show and Sidewalk Sales – September 1
 - 10) September Timber Ride – September 14
 - 11) Cranberry Fest – Farmers Market & Antique Sale – Downtown - October 5
 - 12) Cranberry Fest – Vilas County Fair Grounds – October 5 -6
 - 13) Hallowfest – October 26
 - 14) Wi-Does Wine Walk – November 16
 - 15) Christmas Kick-Off - December 7
 - 16) Request to waive the direct sales fees for the Eagle River Area Chamber:

Please note that, upon reasonable notice at least 24 hours in advance, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services or provide a video link for meetings. For additional information, or to request this service, please contact the City Clerk's Office at 715-479-8682 ext. 224, 525 E. Maple Street, P.O. Box 1269, Eagle River WI 54521.

Date of posting 2/12/24 bjb

Memorial Day Arts and Crafts Show, 4th of July Party in the Street, Burger Bash, The Antique Motorcycle Show, The National Championship Musky Open, Eagle River Car and Truck Show, Labor Day Arts and Crafts Show, Cranberry Fest and Cranberry Fest Farmers Market & Antiques

- b) Picnic Licenses:
 - i. Eagle River Chamber of Commerce -
 - 1) Class B Beer - Memorial Day Arts & Crafts – May 26
 - 2) Class B Beer – Antique Motorcycle Show – August 13
 - 3) Class B Beer - National Championship Musky Open – August 15 – 18
 - 4) Class B Beer – Eagle River Car Truck and Motorcycle Show – August 24
 - 5) Class B Beer – Labor Day Arts & Crafts Show – Sept 1
 - 6) Class B Beer/Class B Wine – Cranberry Fest – October 5-6
- c) Operator’s licenses: Zachary Maillette, Donald Lynn, Kevin Wilson, Sahara Schwenn
PENDING: Cody Gehrke
- d) **Resolution 1031** – Resolution Increasing Regular 2-year operators (bartenders) licenses to \$30.00, effective 4/1/2024
- e) Liquor Licenses:
 - i. Andy’s Up North LLC DBA Andy’s Pontoon Saloon – Class “B” Beer and “Class C” Wine, 220 E Wall Street, Andrew Lichtfuss Agent
- f) Taxi Driver License: Cyrene A Lowery – Allison’s Bar Car
- g) MSA Monthly Update
 - i. Temporary Construction Easements for 2025 Spruce/Third Street Project, Christ Lutheran Church and Peter Anderson
 - ii. Non-TID services contract
- h) **Ordinance #587** – Amendment to Municipal Code, Chapter 86 Traffic and Vehicles, Addition of Section 86-8 Miscellaneous Traffic Regulations – Disorderly Conduct with a Motor Vehicle.
- i) Light & Water
 - i. Note Anticipation Note (NAN) re-funding options presented by Brad Viegut, Baird
 - ii. **Resolution 1032**: Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$1,200,000 General Obligation Refunding Bonds
- j) Silver Lake Eurasian Milfoil Treatment Update
 - i. Approval of RFP for lake treatment services
- k) Eagle River Airport:
 - i. Update on Act 12 personal property repeal – Hangars moving to Real Estate Tax Roll as BFI (Buildings, Improvements, Fixtures)
 - ii. Survey contract with Maines Surveying for Airport hangar legal descriptions

Please note that, upon reasonable notice at least 24 hours in advance, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services or provide a video link for meetings. For additional information, or to request this service, please contact the City Clerk's Office at 715-479-8682 ext. 224,525 E. Maple Street, P.O. Box 1269, Eagle River WI 54521.

Date of posting 2/12/24 bjb

- l) Information Item: Mayoral Proclamation of Veterans and Families' Expressions Weekend, March 23-24, 2024.
 - m) Approve updates to Employee Manual related to Organizational Chart, HRA benefits, Timekeeping and Holiday Hours for Clerk/Treasurer office.
 - n) Approve payment of the bills for the City and the Golf Course
 - o) Police chief monthly update on departmental activities
 - p) Administrator's monthly update on activities of all departments
 - q) Treasurer's monthly update.
 - r) Clerk's monthly update
 - s) Golf Course Updates from Golf Pro and Greens Superintendent
 - i. Approval of RFP for Media and Marketing Services
 - ii. 2024 Golf Course Restaurant Lease Proposal Review
- 6. Adjourn to closed session according to WI State Statute 19.85 (1) (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons.**
- a) Deliberation of 2024 Golf Course Restaurant Lease Proposal
- 7. Reconvene in Open Session according to Wisconsin State Statute 19.85(2) with possible action on closed session agenda items.**
- a) Acceptance of 2024 Golf Course Lease Proposal
- 8. Adjourn.**

Submitted by Becky Bolte, City Clerk

Please note that, upon reasonable notice at least 24 hours in advance, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services or provide a video link for meetings. For additional information, or to request this service, please contact the City Clerk's Office at 715-479-8682 ext. 224,525 E. Maple Street, P.O. Box 1269, Eagle River WI 54521.

Date of posting 2/12/24 bjb

January 9, 2024

A meeting of the Finance Committee of the City of Eagle River was called to order at 5:18PM. by Mayor Hyslop.

Roll Call: Kim Schaffer, Diane Marquart, Jerry Burkett and Ron Kressin. Also in attendance: Cory Hoffmann, Becky Bolte and Robin Ginner.

Treasurer confirmation that all bank accounts are reconciled: Hoffmann reported the bank statements are on her list but have not been reconciled due to the 2022 audit adjustments running into November 2023.

Treasurer report of any and all late payments and penalties. Hoffmann reported no late payments or penalties.

December Financial Review: Hoffmann provided an end of year budget comparison for the Golf Course and the City. Hoffmann suggested an early spring transfer from the golf course back to the City to pay down golf course loan from the City, amount to be determined by golf course fund balance at 2024 course opening.

Review and approval of Accounts Payable for City and Golf Course: *Motion by Burkett, 2nd by Marquardt to recommend payment of presented City and Golf Course payables to City Council. Carried on a roll call vote, all.*

Motion by Burkett, 2nd by Schaffer to adjourn at 5:58 P.M. Carried, all.

Becky J Bolte – City Clerk

January 9, 2024

A meeting of the Common Council of the City of Eagle River was called to order at 6:00 P.M. by Mayor Jeff Hyslop.

The Pledge of Allegiance was led by Jerry Burkett and was recited by all present.

Roll Call: Ron Kressin, Kim Schaffer, Diane Marquart and Jerry Burkett. Also in attendance: Becky Bolte, Robin Ginner, Cory Hoffmann, Mike Adamovich, and Chris Dobbs.

Motion by Kressin, 2nd by Burkett to approve the minutes of the 11/14/23 Finance Committee and Common Council meeting, 12/7/23 Budget Hearing, 12/12/23 Finance Committee and Common Council meeting and 12/14/23 Special Common Council meeting. Carried, all.

A) Street Closing/temporary sign/amplification/display of goods permits: Vintage World Championship Snowmobile Races updated permit application to reschedule to February 7-11, 2024. *Motion by Kressin, 2nd by Schaffer to approve road closure, temporary signs, and amplification permit for the rescheduled dates of February 7 through February 11, 2024, for the Vintage World Championship. Carried, all.*

B) Operator's licenses: Regular; Kyle Krampitz, Natalie Spiess, and Shara Rickling. *Motion by Burkett, 2nd by Kressin to approve regular operator's license as presented. Carried, all.*

C) Disallowance of Claim – Jayme Seyfert 12-2-23 date of loss: Bolte presented the denial of a claim with a loss date of 12-2-23 from Statewide Services Inc. Statewide found no liability on behalf of the City, recommending we deny this claim pursuant to the WI statute for disallowance of claim 893.80(lg). *Motion by Burkett, 2nd by Kressin to disallow the Seyfert 12-2-23 date of loss claim, pursuant to the WI statute for disallowance of claim. Carried on a roll call vote, all.*

D) MSA Monthly Update: Phil Kriesel provided a written report. Ginner added that MSA will be meeting with City personnel to discuss the connection of Riverdale to the utility system.

E) River Trail Commission – Presentation of findings on route survey, and statement of support for the development of the trail project: Carlton Schroeder presented River Trail Routing Options on behalf of Great Headwaters Trails. Three options were presented: Central Route (along Hwy 70 W), Norther Route (along Sunset Road and County G Right of Way), and Southern Route (along powerline corridor the County H). Pros and Cons of each option were supplied in the presented materials. After much discussion between the Council and the audience, a *motion was made by Burkett, 2nd by Kressin to do nothing to move forward with the bike trail until hard facts are brought back to the Council by qualified individuals. Carried on a roll call vote, all.*

F) Appointment of the 2024-2025 Election Inspectors: Appointment of new 2024-2025 Election Inspector: Unaffiliated: Christine Sankey-Wilhelm. *Motion by Schaffer, 2nd by Marquardt to approve the appointment of Christine Sankey- Wilhelm as an unaffiliated poll worker for the 2024-2025 term for the City of Eagle River.*

G) 2023 Levy Limit Adjustment – Reduction of \$2,524 from July shared revenue – Joint Fire Dept adjustment to 2023 limit denied by WI DOR, information only. Bolte presented the findings from the DOR denying the adjustment. The joint municipal agreement must reference the 2005 levy limit statute and the total increase in charges is the total for all municipalities within the joint agreement. No penalty will be imposed but the total of \$2,524 will be withheld from the July shared revenue payment from the State.

H) Approve payment of bills for the city and the golf course: *Motion by Schaffer, 2nd by Kressin to approve payment of the bills for the city and the golf course as recommended by the Finance Committee. Carried on a roll call vote, all.*

I) Police chief report on departmental activities: Chief Dobbs supplied a written update of current activity and events for review.

J) Administrators report on activities in all departments & general monthly duties: Ginner presented a written update of departmental happenings for review.

K) Treasurer’s monthly update: None

L) Clerk’s monthly update: Bolte provided a written report/Clerk position procedural update for review.

Motion by Burkett, 2nd by Marquardt to adjourn the meeting at 6:55PM. Carried all.

Becky J Bolte - Clerk

City of Eagle River

525 E. Maple St. · P.O. Box 1269 · Eagle River · WI 54521 · Phone: (715) 479-8682 · Fax: (715) 479-9674

PERMIT APPLICATION (REVISED 5/2021)

** If any of the items provided by the City for any event (Cones, Road Horses, Street Signs, No Parking Signs, Picnic Tables, etc.) are missing, stolen, damaged, the organization will be billed accordingly.*

** Recycling containers provided by the City **MUST BE** used for any and all events!*

(PLEASE check ALL that apply)

- Event to be held on City Streets (*Street Closing*)
 Display Goods, Wares or Merchandise on Sidewalks, Streets, or Alleys for Special Events

- Amplifying Device
 Temporary Signs
 ** Street Banners (*the attached D.O.T. app **MUST** be filled out*)

** It is the responsibility of the Organization to deliver the banner(s) to the Light & Water Dept at least one week prior to the event and pick up the banners after they are taken down. The Light & Water Dept does NOT store Banners.

** Temporary Signs and Banners are NOT permitted on City property or property owned by the WI D.O.T.!

PLEASE PRINT CLEARLY all of the information that relates to the type of permit you are applying for:

Today's Date: 1/25/24 Event Date(s): 8/2/24, 8/3/24

Event Name: 63rd Annual Eagle River Antique Show and Sale

Times of Event: Friday, August 2, 2024 9 am to 5 pm, Saturday August 3, 2024, 9 am to 4 pm

Organization Name: Rotary Club of Eagle River

Contact Person(s): Jim Mulleady Phone #(s): 715 617-8581

Contact Email: jim@28lakes.com

Physical AND Mailing Address: 226 W. Pine St. PO Box 1029, Eagle River, WI 54521

Street(s) to be CLOSED: NA

Barricades / Cones / Picnic Tables (detail how many of each are needed): NA

Event Location / Display: World Championship Derby Complex, 1311 N. Railroad St, Eagle River, WI 54521

Type(s) of Goods to be Displayed: Antiques

Location of Signs: Hwy 45 North, near Derby Complex

(please attach a detailed list OR mark the areas on the map with an "X" indicating where temporary signs will be)

Location of Street Banners: Hwy 70 West

The Organization MUST supply a copy of their current applicable liability insurance coverage prior to the event.

Signature of Organizer: james mulleady Digitally signed by james mulleady
Date: 2024.01.25 13:51:49 -0600 Print Name: James Mulleady

Current Certificate of Insurance on file: Yes No

Approved by the Eagle River City Council on _____ with the following specifications: _____

Becky J Bolte - Clerk

Final approval of this application based on concurrence of Police Chief

City of Eagle River

525 E. Maple St. · P.O. Box 1269 · Eagle River · WI 54521 · Phone: (715) 479-8682 · Fax: (715) 479-9674

PERMIT APPLICATION (REVISED 5/2021)

* If any of the items provided by the City for any event (Cones, Road Horses, Street Signs, No Parking Signs, Picnic Tables, etc.) are missing, stolen, damaged, the organization will be billed accordingly.

* Recycling containers provided by the City **MUST BE** used for any and all events!

(PLEASE check **ALL** that apply)

- Event to be held on City Streets (Street Closing)
 Display Goods, Wares or Merchandise on Sidewalks, Streets, or Alleys for Special Events

- Amplifying Device
 Temporary Signs
 ** Street Banners (the attached D.O.T. app **MUST** be filled out)

** It is the responsibility of the Organization to deliver the banner(s) to the Light & Water Dept at least one week prior to the event and pick up the banners after they are taken down. The Light & Water Dept does **NOT** store Banners.

** Temporary Signs and Banners are **NOT** permitted on City property or property owned by the WI D.O.T.!

PLEASE PRINT CLEARLY all of the information that relates to the type of permit you are applying for:

- X** Today's Date: ~~8/16/23~~ ¹⁻²⁶⁻²⁴ Event Date(s): ~~January 10, 11, 12, 13, 14 of 2024~~ ^{Feb. 21 - 25, 2024}
- X** Event Name: Vintage World Championship Snowmobile Races and World Series Combo
- X** Times of Event: ~~1/10/24 setup, 1/11, 1/13, 1/14 Racing 8am to 8pm, 1/12 Racing 8am to 11pm~~ ^{2-24-24 2-24, 2-25 2-22, 2-23}

Organization Name: WCD Complex, LLC

Contact Person(s): Laura Campbell Phone #(s): 715-479-4424

Contact Email: laura@derbycomplex.com

Physical AND Mailing Address: PO Box 1808, 1311 N Railroad St
Eagle River, WI 54521

- X** Street(s) to be CLOSED: South end of Pleasure Island Rd starting at 9:00 AM on ~~1-11-24~~ ²⁻²²⁻²⁴

Barricades / Cones / Picnic Tables (detail how many of each are needed): None

Event Location / Display: 1311 N Railroad St including all lands owned

Type(s) of Goods to be Displayed: Snowmobile, Merchandise, Snowmobile Racing, Food and Beverage Sales

Location of Signs: Directional and informational signs on property

(please attach a detailed list OR mark the areas on the map with an "X" indicating where temporary signs will be)

Location of Street Banners: None

The Organization **MUST** supply a copy of their current applicable liability insurance coverage prior to the event.

Signature of Organizer: Laura Campbell Print Name: Laura Campbell

Current Certificate of Insurance on file: Yes No

Approved by the Eagle River City Council on 9-12-23 with the following specifications: _____

Becky J. Bolte
Becky J Bolte - Clerk

Final approval of this application based on concurrence of Police Chief



February 1, 2024

Mayor Jeff Hyslop
City of Eagle River
c/o Becky Bolte
P.O. Box 1269
Eagle River, WI 54521

Dear Mayor Hyslop,

Enclosed please find Event Permit Applications and Class B Temporary Picnic License and payment for our upcoming events in 2024.

- Event Permits include – Memorial Day Arts & Crafts Show (May 26), Up North Beerfest (June 7-8), Sip-N-Shop Wine Walk (June 15), 4th of July Parade/Party In the Street (July 4), Burger Bash (July 20), The Antique Motorcycle Show (Aug. 13), The National Championship Musky Open (August 15-18), Eagle River Car & Truck Show (August 24), Labor Day Arts and Crafts Show (September 1), SepTimber Ride (September 14), Cranberry Fest & Cranberry Fest Farmers Market & Antiques (October 5-6), HallowFest (October 26), Wi-Does Wine Walk (November 16), and Christmas Kick-off (December 7).
- Class B Temporary Picnic License and payment include - Memorial Day Arts & Crafts show (May 26), The Antique Motorcycle Show (Aug. 13), The National Championship Musky Open (August 15-18), Eagle River Car & Truck Show (August 24), Labor Day Arts and Crafts Show (September 1), and Cranberry Fest (October 5-6). Individual Participant Class B Temporary Picnic Licenses for Wine Walk business participants will come to you for approval closer the Sip-N-Shop Wine Walk (June 15) and “Wi-Does” Wine Walk (November 16) event dates.

I would also like to ask the City Council to:

- Waive the direct sales fees for the Eagle River Area Chamber of Commerce and Visitors Center for the following events: Memorial Day Arts & Crafts Show (May 26), 4th of July Party In the Street (July 4), ~~Burger Bash (July 20)~~ The Antique Motorcycle Show (Aug. 13), The National Championship Musky Open (August 15-18), Eagle River Car & Truck Show (August 24), Labor Day Arts and Crafts Show (September 1), and Cranberry Fest and Cranberry Fest Farmers Market & Antiques (October 5-6). As you may know, the Eagle River Area Chamber of Commerce and Visitors Center is a not-for-profit business that promotes the Eagle River Area by hosting many special events.

Thank you for your consideration. Should you have any further questions, please feel free to contact me at 715-479-6400.

Sincerely,

Kim Emerson – Executive Director



Resolution # 1031
Adjusting Operator's (Bartender's) License Fee

Whereas, the City of Eagle River Common Council met in regular session on February 13, 2024, and upon the agenda was the proposed increase in operator's license fees, and

Whereas, the real cost to the City to process an operator's license was discussed, and

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Eagle River, the following fee be imposed for a Regular Operator's license:

Regular Operator's (Bartender's) License – Two (2) year term: \$30.00

This Resolution shall go into effect April 1, 2024.

Adopted this 13th day of February 2024.

CITY OF EAGLE RIVER

Jeffrey A. Hyslop, Mayor

Date

Becky J Bolte, Clerk

Date

Sec. 6-3. - Sale or consumption on public streets limited.

- (a) No person shall sell or serve, or offer to sell or serve, or to consume, any alcohol beverages upon any public street or way, including sidewalks and alleys, within the city except at organization sponsored events where permits are obtained from the city, and except on the City of Eagle River Municipal Golf Course.
- (b) It shall be presumptive evidence that a person has violated this section if he is in possession of an open container or glass containing a measurable amount of alcohol beverage.
- (c) It shall be unlawful for individuals while playing golf at the City of Eagle River Municipal Golf Course to bring food or alcoholic beverages on to the course, which have not been purchased at the clubhouse on the golf course, or dispensed by employees or agents of the clubhouse on the golf course.

(Code 1972, § 12.06(17); Ord. No. 437, 4-13-2006)

Cross reference— Streets, sidewalks and other public places, ch. 78.

Sec. 54-15. - Loud and unnecessary noise prohibited.

- (a) It shall be unlawful for any person to make, continue or cause to be made or continued any loud and unnecessary noise.
 - (1) *Types of loud and unnecessary noises.* The following acts are declared to be loud, disturbing and unnecessary noises in violation of this section, but this enumeration shall not be deemed to be exclusive:
 - a. *Horns, signaling devices.* The sounding of any horn or signaling device on any automobile, motorcycle or other vehicle on any street or public place in the city for longer than three seconds in any period of one minute or less, except as a danger warning; the creation of any unreasonable loud or harsh sound by means of any signaling device and the sounding of any plainly audible device for an unnecessary and unreasonable period of time; the use of any signaling device except one operated by hand or electricity; the use of any horn, whistle or other device operated by engine exhaust and the use of any signaling device when traffic is for any reason held up.
 - b. *Radios, phonographs, similar devices.* The using, operating or permitting to be played, used or operated any radio receiving; musical instrument, phonograph or other machine or device for the producing or reproducing of sound in a loud and unnecessary manner. The operation of any set, instrument, phonograph, machine or device between the hours of 10:00 p.m. and 7:00 a.m. in a manner as to be plainly audible at the property line of the building, structure or vehicle in which it is located shall be prima fade evidence of a violation of this section.
 - c. *Loudspeakers, amplifiers for advertising.* The using, operating or permitting to be played, used or operated of any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier or other machine or device for the producing or reproducing of sound which is cast upon the public streets for the purpose of commercial advertising or attracting attention of the public to any building or structure. Announcements over loudspeakers can only be made by the announcer in person and without the aid of any mechanical device.
 - d. *Exhausts.* The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine or motor boat except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.
 - e. *Construction or repair of buildings.* The erection (including excavation), demolition, alteration or repair of any building as well as the operation of any pile driver, steam shovel, pneumatic hammer; derrick, steam or electric hoist, or any other similar equipment attended by loud or unusual noise, other than between the hours of 6:00 a.m. and 9:00 p.m.; provided, however, the chief of police shall have the authority, upon determining that the loss of inconvenience which would result to any party in interest would be extraordinary and of such nature as to warrant special consideration, to grant a permit for a period necessary within which time such work and operation may take place within the hours of 9:00 p.m. and 6:00 a.m.
 - f. *Schools, courts, churches.* The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court while in use, which unreasonably interferes with the normal operation of that institution, provided that conspicuous signs are displayed in those streets indicating a school or court.
 - g. The provisions of this section shall not apply to:
 - 1. Any vehicle of the city while engaged in necessary public business.

2. Excavations or repairs of streets or other public construction by or on behalf of the city, county or state at night when public welfare and convenience renders it impossible to perform such work during the day.
3. The reasonable use of amplifiers or loudspeakers in the course of public addresses which are noncommercial in nature.

(2) *Stationary noise limits.*

- a. *Maximum permissible sound levels.*
 1. Noise from a stationary source, except as in subsection (2)b., shall not exceed 85 dB between the hours of 6:00 a.m. and 9:00 p.m. or 65 dB between the hours of 9:00 p.m. and 6:00 a.m. levels measured at the property line.
 2. Ambient noise is the all-encompassing noise associated with a given source, usually being a composite of sounds with many sources near and far, but excluding the noise source being measured. Ambient noise is a factor and the subject noise shall not exceed the ambient noise by five dB in any octave band to be designated excessive.
 3. Pure tones and impulsive noises are factors. Five noise rating numbers shall be taken if the subject noise consists primarily of a pure tone or if it is impulsive in character.
- b. *Construction noise.* Construction equipment may be operated between the hours of 6:00 a.m. and 9:00 p.m., provided that said equipment does not exceed a maximum sound level of 95 dB measured at the property line of the location at which said equipment is in use unless prior approval by the Police Department is obtained.
- c. *Operation of certain equipment.* Lawnmowers, chainsaws, powered garden equipment, snow blowers, electric insect killing/repelling devices, and other nonconstruction maintenance equipment shall be operated only during the hours of 6:00 a.m. and 9:00 p.m. unless within the specified noise levels measured at the property line of the location at which said equipment is in use.
- d. *Exemptions.* Operations of emergency equipment shall be exempt from this chapter. Snow blowers not operated on a commercial basis shall be exempt from this chapter when used to gain access to a city street. Emergency equipment shall include ambulance, police, fire, snow removal, civil defense sirens, etc. necessary for the health, safety, and protection of the citizens of the city.
- e. *Methods of measuring noise.*
 1. Noise levels shall be made with a sound level, or decibel meter.
 2. Noise measurement shall be made at the nearest lot line of the premises from which a noise complaint is received. The decibel meter shall be placed at a height of at least three feet above the ground and at least three feet away from walls, barriers, obstructions, and all other sound-reflective surfaces.
- f. *Appeals.* The city council may grant an exemption to individuals proving evidence of substantial hardship. Evidence that reasonable technological attempts have been made to correct the problem shall be considered grounds for granting an exemption to this section for existing industries.

(3) *Permits for amplifying devices.*

- a. Permit required. The use of loudspeaker or amplifying devices emitting sound directed into a public space in the City of Eagle River is prohibited unless the party desiring to use such loudspeaker or amplifying device first obtains a permit from the police department.
- b. Permits for use of a loudspeaker or amplifying device after 10:00 p.m. or before 6:00 a.m. shall not be granted to anyone without prior approval of the city council.
- c. The police department shall have the authority to revoke such a permit when the belief that the loudspeaker or amplifying device is becoming a nuisance because of the volume, method in which it is being used or the location in which it is being operated.

- (b) *Operation of motor vehicles.* No person shall operate a motor vehicle in the city so as to cause the tires thereof to squeal, the horn to blow excessively, the motor to race excessively or use engine braking systems.

(Ord. No. 557, 12-12-2017)

Editor's note— Ord. No. 557, adopted December 12, 2017, amended the Code by adding a new provision as § 53. In order to maintain Code format and style, and at the discretion of the editor, this provision has been included as § 54-15.



First
Street

City of Eagle River

CLIENT LIAISON:

Phil Kriesel
 Phone: 715-362-3244
 Cell: 715-482-0238
 pkriesel@msa-ps.com

DATE:

February 13, 2024



E. SPRUCE STREET AND N. THIRD STREET UTILITY IMPROVEMENT PROJECT (R00088116)

MSA continues the design process for the project. On February 6th we met with Mike Sanborn, Mike Adamovich, and Robin to discuss utility layouts. We are working to have plans available for the May grant application deadline.

The E. Spruce Street and N. Third Street Utility Improvement Project schedule is as follows:

Contract for design	August 2023 (Complete)
Contract for CDBG grant application	August 2023 (Complete)
Design streets and utilities	Fall and Winter 2023/2024
Apply for CDBG grant	May 2024
Possible Grant award	August 2024
Apply for DNR Safe Drinking Water Loan	June 2024
Apply for DNR Clean Water Fund Loan	September 2024
Finish plans and specification	December 2024
Bid Construction Project	January 2025
Construction Begins	June 2025
Construction Complete	October 2025

Funding for project

- CDBG
 - Next available application cycle May 2024
 - Covers two out of every three dollars up to \$1,000,000 maximum award.
 - Most of the project was found to be Community Benefiting and is approved by DOA.
 - Plans and specifications need to be developed prior to the grant application.
- DNR
 - Safe Drinking Water Loan Program (Drinking Water)
 - Low interest loan
 - Possible Principal Forgiveness (Grant)
 - Clean water Loan Fund (Sewer)
 - Low interest loan
 - Possible Principal Forgiveness (Grant)

NON TID SERVICES (R00088133) CONTRACT ON THE AGENDA FOR APPROVAL

- The Non TID services for 2024 allows MSA to complete small projects under one contract for quick turnaround and ease of the City.
- Possible uses of the Non TID services contract:
 - Utility reviews for private development within the City.
 - Other tasks as needed by the City.

GIS UPDATE (R00088098)

MSA has processed last year’s televising data and will be loading it into the GIS system. This helps the City identify the conditions of the sanitary sewer pipes, locations of service taps and the year the pipe was televised. Vilas County is in the process of reorganizing their GIS data. The City references some of this data as basemaps in their apps. MSA will be updating any of the links from Vilas County basemaps that are used in the City’s apps.

WDNR INTENT TO APPLY – CLEAN WATER FUND AND SAFE DRINKING WATER LOAN PROGRAMS

In October MSA will again submit ITA’s for projects the City will consider over the next year. There is no fee for this service. It is important to think about what possible projects could come up in the next year to apply for. This should be looked at like a wish list. Funding changes will happen over the next year, and this is the required first step in using DNR loan and grant programs.

ITA’s for the Spruce and Third Street sewer and water project were submitted for the City of Eagle River.

**STEVEN C. GARBOWICZ
ATTORNEY AT LAW**

221 S. First Street
P. O. Box 639
Eagle River, WI 54521
715-479-6444 ext. 22
Fax: 715-479-3021
sgarbo@oabglaw.com

BRANCH OFFICE
Tomahawk, WI 54487
Telephone: 715-453-6921

January 9, 2024

VIA EMAIL ONLY

Robin Ginner

Re: **Temporary Easements**

Dear Robin:

I received your email of January 8th with the temporary easements for construction purposes. I have reviewed those and they look fine to me. The only thing I could see that might be a problem is the fact that the areas that they are going to be working in are not really legally described. They are vague and I don't blame the engineer for making them vague. If the individuals who are being asked for these easements understand their nature and the location then they are fine. If someone questions them I presume they will have to provide more description of the site to be constructed.

Sincerely,



Steven C. Garbowicz

SCG:alc

**TEMPORARY CONSTRUCTION EASEMENT
SPRUCE ST AND THIRD ST UTILITY
IMPROVEMENT PROJECT**

Lutheran Church Christ Evangelical, owner of the properties located at 111, 121, 201, 221 N. Third Street, in Eagle River, Wisconsin, in consideration of mutual benefit grant permission to the City of Eagle River and its agents to enter upon the property with the necessary heavy equipment and material to perform utility construction, landscaping and other work as described below in conjunction with the Spruce St and Third St Utility Improvement Project

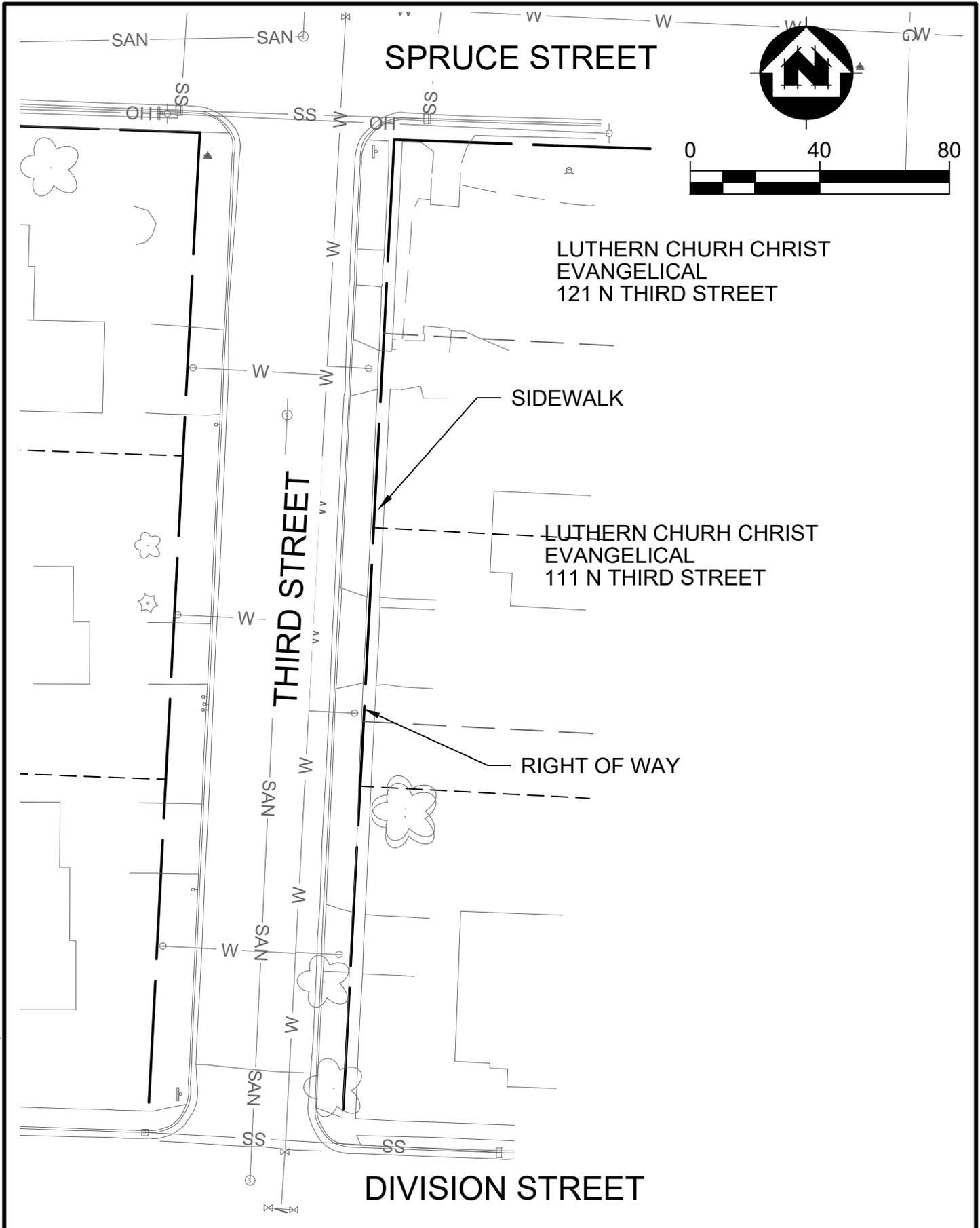
- The work will be limited to the area described required for the completion of construction outside of the Third Street right-of-way limits.
- Lawn areas disturbed due to utility work, sidewalk, driveway and/or retaining wall construction will be restored with topsoil and seed.
- Disturbed driveway will be replaced with a material similar to that existing.

The permission will terminate upon completion of the project.

DATED THIS _____ day of _____, _____.

IN PRESENCE OF:

SIGNED:



PROJECT DATE: 12/29/2023 2:29 PM, C:\WORK\0000000001\1816420\Drawings\00\Document\1816420\00001816_TLE_EASING.dwg

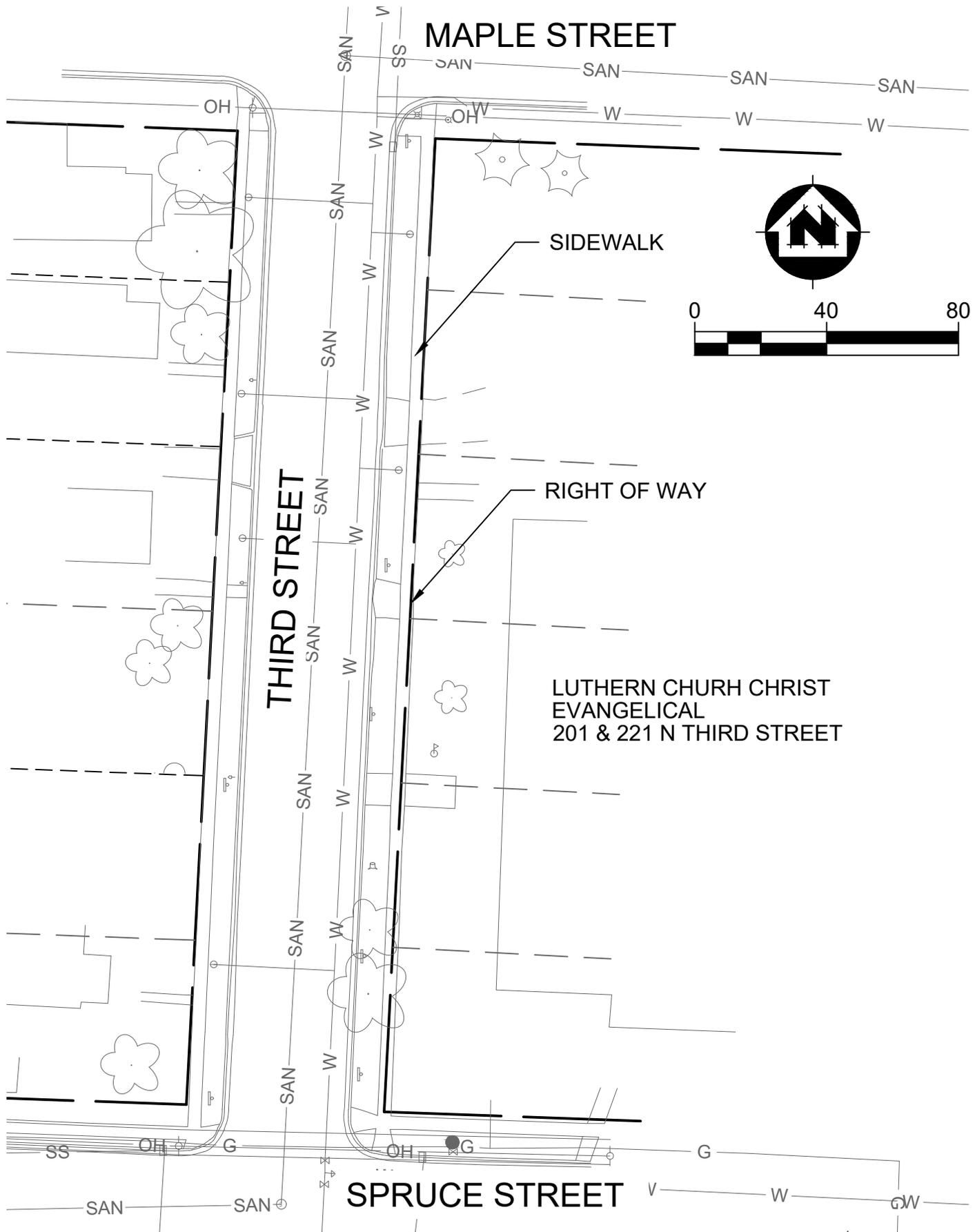


SPRUCE ST AND THIRD ST UTILITY
 IMPROVEMENT PROJECT
 CITY OF EAGLE RIVER
 EAGLE RIVER, WI

EASEMENT EXHIBIT

PROJECT NO.
 00088116
 SHEET
 EX2

MAPLE STREET



THIRD STREET

SIDEWALK

RIGHT OF WAY

LUTHERN CHURCH CHRIST
EVANGELICAL
201 & 221 N THIRD STREET

SPRUCE STREET



SPRUCE ST AND THIRD ST UTILITY
IMPROVEMENT PROJECT
CITY OF EAGLE RIVER
EAGLE RIVER, WI

EASEMENT EXHIBIT

PROJECT NO.
00088116
SHEET
EX1

PLT DATE: 12/20/23 2:01 PM, C:\WORK\00088116\CD\Drawings\Document\EA\00088116_EX1.dwg

**TEMPORARY CONSTRUCTION EASEMENT
SPRUCE ST AND THIRD ST UTILITY
IMPROVEMENT PROJECT**

Peter E Anderson IV, owner of the property located at 103 N. Third Street, in Eagle River, Wisconsin, in consideration of mutual benefit grant permission to the City of Eagle River and its agents to enter upon the property with the necessary heavy equipment and material to perform utility construction, landscaping and other work as described below in conjunction with the Spruce St and Third St Utility Improvement Project

- The work will be limited to the area described required for the completion of construction outside of the Third Street right-of-way limits.
- Lawn areas disturbed due to utility work, sidewalk, driveway and/or retaining wall construction will be restored with topsoil and seed.
- Disturbed driveway will be replaced with a material similar to that existing.

The permission will terminate upon completion of the project.

DATED THIS 7th day of February, 2024

IN PRESENCE OF:

Robin Quin

SIGNED:

[Signature]



Professional Services Agreement

MSA Project Number: 00088133

This AGREEMENT (Agreement) is made effective 2/13/2024 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1835 North Stevens Street, Rhinelander, WI 54501

Phone: (715) 362-3244

Representative: Phil Kriesel

Email: pkriesel@msa-ps.com

CITY OF EAGLE RIVER (OWNER)

Address: 525 E Maple Street, Eagle River, WI 54521

Phone: 715-479-8682

Representative: Jeffrey Hyslop

Email: jah4wi@choicetel.net

Project Name: City of Eagle River 2024 Non-TID Services

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: 2/13/2024
Approximate Completion Date: 12/31/2024

The estimated fee for the work is: \$5000

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis. Attachment B: Rate Schedule is attached and made part of this Agreement

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF EAGLE RIVER

MSA PROFESSIONAL SERVICES, INC.

Jeffrey Hyslop

Mayor

Date: _____

Phil Kriesel

Team Leader

Date: 1/30/2024

OWNER ATTEST:

Becky Bolte

Clerk Deputy Treasurer

Date: _____

**MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. Electronic Documents and Transmittals. Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. Building Information Modelling (BIM). For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 10 of this Agreement.

14. Construction Site Visits. If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

15. Termination. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

16. Betterment. If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

17. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

18. Insurance. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional

insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

19. Reuse of Documents. Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

20. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

21. Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

22. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

23. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

24. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

31. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

32. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

**ATTACHMENT A:
SCOPE OF SERVICES**

Provide NON-TID project planning and consultation services as required by the City.
Services will be provided at the request of or with approval of the City.

Projects will be billed by phase and task as directed by the City of Eagle River.

1. Phase 1 Utility Review
 - a. Utility Extension Review Biegel Property
 - b. Other reviews as requested by the city.
2. Phase 2 Other tasks

**ATTACHMENT B:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 75 – \$150/hr.
Architects	\$ 75 – \$215/hr.
Community Development Specialists	\$135 – \$185/hr.
Digital Design	\$175 – \$195/hr.
Environmental Scientists/Hydrogeologists.....	\$105 – \$185/hr.
Geographic Information Systems (GIS).....	\$ 95 – \$185/hr.
Housing Administration	\$ 95 – \$170/hr.
HR.....	\$ 135 - \$150/hr.
Inspectors/Zoning Administrators	\$105 – \$130/hr.
IT Support	\$175 – \$195/hr.
Land Surveying	\$ 75 – \$185/hr.
Landscape Designers & Architects.....	\$ 75 – \$215/hr.
Planners.....	\$ 75 – \$205/hr.
Principals	\$210 – \$315/hr.
Professional Engineers/Designers of Engineering Systems	\$150 – \$200/hr.
Project Managers	\$150 – \$230/hr.
Real Estate Professionals	\$135 – \$165/hr.
Staff Engineers	\$ 75 – \$145/hr.
Technicians.....	\$ 95 – \$150/hr.
Wastewater Treatment Plant Operator	\$ 90 – \$115/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.12/page
Plots	\$0.006/sq.in.
Flash Drive	\$10
GPS Equipment	\$20/hour
Dini Laser Level	\$30/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.75 mile standard/ \$0.67 mile for DOT
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment.....	\$20/hour - \$15/hour for DOT
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing.....	At cost
Geodimeter	\$30/hour
Drone Flight	\$375/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2024.



Snowmobile Capital of the World ★ ATV/UTV Capital of Wisconsin ★ Hockey Capital of Wisconsin

ORDINANCE 587

Amendment to Municipal Code – Chapter 86 - Traffic and Vehicles, Article I – In General Addition of Section 86 -8 Miscellaneous Traffic Regulations – Disorderly Conduct with a motor vehicle

Whereas; The City of Eagle River and the Eagle River Police Department desires to maintain peace and safety in the City; and

Whereas; The Common Council of the City of Eagle River desires to amend Municipal Code; Chapter 86 - Traffic and Vehicles, Article I – In General, adding Section 86-8 Miscellaneous Traffic Regulations – Disorderly Conduct with a Motor Vehicle;

Therefore; The Common Council of the City of Eagle River does hereby amend Chapter 86, Article I by adding section 86-8(1) and 86-8(2) to the Municipal Code of Ordinances of the City of Eagle River as follows:

Section 86-8 – Miscellaneous Traffic Regulations – Disorderly Conduct with a Motor Vehicle

(1) Conduct Prohibited. No person shall, within the City of Eagle River, by or through the use of any motor vehicle, including but not limited to an automobile, truck, motorcycle, minibike, or snowmobile or cause or provoke disorderly conduct with a motor vehicle.

(2) Definition. Disorderly conduct with a motor vehicle shall mean, while operating or in control of a motor vehicle to engage in conduct or activities which are violent, unreasonably loud, dangerous to persons or property, or otherwise against the public peace, welfare, and safety, including but not limited to unnecessary, deliberate, or intentional spinning of the wheels, squealing of the tires, revving or racing of the engine, blowing of the horn, causing the engine to backfire, or causing the vehicle, while commencing to move or while in motion, to raise one or more wheels off the ground. Specifically excluded from this definition are legitimate, scheduled racing events.

The remainder of Section 86 shall remain as previously enacted. This addition to section 86 shall take effect upon passage and publication as provided by law.

Dated this 13th day of February 2024.

Jeffrey A Hyslop, Mayor

Becky J Bolte, Clerk

Date Adopted: _____
Date Published: _____
Date Effective: _____



City of Eagle River
Common Council

February 13, 2024

Bradley D. Viegut, Managing Director

bviegut@rwbaird.com
777 East Wisconsin Avenue
Milwaukee, WI 53202
Phone 414.765.3827

City of Eagle River

Common Council
February 13, 2024



ISSUE SUMMARY

Issue:	General Obligation Refunding Bonds
Issue Size (Approximately):	\$1,155,000
Dated/Settlement Date:	March 26, 2024
Purpose:	Refinance Note Anticipation Notes, Dated May 1, 2019 (the "NANs")
Principal Maturity Structure:	Annually May 1, 2025-2043
Interest Rate (Estimate):	4.39%
First Interest Payment Date:	November 1, 2024
Call Feature:	TBD
Detailed Analysis:	Pages 3

FINANCING TIMELINE

- Common Council considers plan of finance and adopts Parameters Resolution.....February 13, 2024
 - Baird and City staff prepare necessary information for issuance
 - ✓ Official Statement
 - ✓ Discussions with Bond Insurance Companies
 - ✓ Marketing
- Signature on Approving Certificate to award Bonds (target date to finalize terms and interest rates)..... February 27, 2024
- Send Call Notice to the Depository Trust Company ("DTC").....Prior to March 1, 2024
- Closing (funds available)..... March 26, 2024
- Payoff (funds wired to DTC to pay NANs in full) April 1, 2024

City of Eagle River

Common Council
February 13, 2024



Detailed Analysis

YEAR DUE	Projects: \$2,200,000		Current Refunding of NANs			YEAR DUE
	\$2,200,000 NANs - FINAL Dated: May 1, 2019 (First Interest: 11/1/2019) (Due: 5/1/2024)		PRINCIPAL (5/1)	INTEREST (5/1 & 11/1) TIC = 4.39%	TOTAL	
2019		\$33,000				2019
2020		\$66,000				2020
2021		\$66,000				2021
2022		\$66,000				2022
2023		\$66,000				2023
2024	\$1,093,764	\$27,500		\$29,434	\$29,434	2024
2025			\$40,000	\$48,605	\$88,605	2025
2026			\$40,000	\$47,245	\$87,245	2026
2027			\$45,000	\$45,800	\$90,800	2027
2028			\$45,000	\$44,270	\$89,270	2028
2029			\$45,000	\$42,740	\$87,740	2029
2030			\$50,000	\$40,725	\$90,725	2030
2031			\$50,000	\$38,225	\$88,225	2031
2032	Unspent NAN Proceeds: (as of 12/31/2023)	\$1,093,764	\$55,000	\$35,600	\$90,600	2032
2033			\$55,000	\$32,850	\$87,850	2033
2034			\$60,000	\$29,975	\$89,975	2034
2035			\$60,000	\$27,200	\$87,200	2035
2036			\$65,000	\$24,544	\$89,544	2036
2037			\$70,000	\$21,675	\$91,675	2037
2038			\$70,000	\$18,700	\$88,700	2038
2039			\$75,000	\$15,619	\$90,619	2039
2040			\$75,000	\$12,431	\$87,431	2040
2041			\$80,000	\$9,138	\$89,138	2041
2042			\$85,000	\$5,631	\$90,631	2042
2043			\$90,000	\$1,913	\$91,913	2043
	\$1,093,764	\$324,500	\$1,155,000	\$572,319	\$1,727,319	

ESTIMATED SOURCES & USES OF FUNDS	
<i>Estimated Sources of Funds:</i>	
Par Amount.....	\$1,155,000
Reoffering Premium.....	\$17,763
Electric Utility Funds on Hand Applied.....	\$1,093,764
Estimated Investment Earnings.....	\$968
	<u>\$2,267,495</u>
<i>Estimated Uses of Funds:</i>	
NANs Principal to Be Refunded on 4/1/2024.....	\$2,200,000
Estimated Costs of Issuance.....	\$63,821
Rounding.....	\$3,674
	<u>\$2,267,495</u>

This illustration represents a mathematical calculation of potential debt service, assuming hypothetical rates based on current rates for municipal bonds as of 1/17/24 +25bpts. Actual rates may vary. If actual rates are higher than those assumed, the debt service would be higher.

City of Eagle River

Financing Timetable

As of January 26, 2024*



January 2024							February 2024							March 2024							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
	1	2	3	4	5	6					1	2	3						1	2	
	7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23	
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30	
														31							

Tuesday, January 23, 2024.....	Official Statement Disclosure Questionnaire (“OSDQ”) emailed to the City for preparation of the Preliminary Official Statement (“POS”).
Friday, February 2, 2024.....	OSDQ received from the City. POS numbers due.
Tuesday, February 6, 2024	Draft POS to Support Banker/Banker and Bond Counsel for review. Draft POS forwarded to Bond Insurance Companies for quote.
Friday, February 9, 2024.....	Comments received from the Support Banker/Banker and Bond Counsel. Updated draft POS emailed to the City for review.
Tuesday, February 13, 2024	Common Council considers plan of finance and adopts Parameters Resolution.
Friday, February 16, 2024.....	Due diligence call with Baird. Comments received from the City.
Tuesday, February 20, 2024	POS printed and distributed.
Tuesday, February 27, 2024	Pricing. Authorized Officers sign Approving Certificate.
Prior to March 1, 2024.....	Send Call Notice to the Depository Trust Company (“DTC”).
Tuesday, March 26, 2024.....	Settlement Date.
Monday, April 1, 2024	Payoff (funds wired to DTC to pay NANs in full).

**Baird will be closed on Monday, February 19, 2024 in observance of Washington’s Birthday and Friday, March 29, 2024 in observance of Good Friday.*



411 East Wisconsin Avenue
Suite 2400
Milwaukee, Wisconsin 53202-4428
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Denver
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
St. Louis
San Diego
Tampa
Tucson
Washington, D.C.

February 1, 2024

VIA EMAIL

Ms. Rebecca Bolte
City Clerk
City of Eagle River
525 East Maple Street
Eagle River, WI 54521

Scope of Engagement Re: Proposed Issuance of \$1,200,000 City of Eagle River (the "City") General Obligation Refunding Bonds (the "Securities")

Dear Ms. Bolte:

We are pleased to be working with you again as the City's bond counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

Role of Bond Counsel

Our bond counsel engagement is a limited, special counsel engagement. Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the bond counsel opinion described below. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

QB\87166994.1

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the Securities are valid and binding general obligations of the City;
- 2) all taxable property in the territory of the City is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and
- 3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The bond counsel opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date.

Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes, or participating in an Internal Revenue Service, Securities Exchange Commission or other regulatory body survey or investigation regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

A form of our opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities. However, as bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Securities, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. If an Official Statement or other disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of: (i) Wisconsin and federal law pertinent to the validity of the Securities and the tax treatment of interest paid thereon and (ii) our opinion.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, the firm may be asked to represent other clients in matters adverse to the City, for example, in zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements require that we obtain the City's consent to such representations. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. Your approval of this letter will serve to confirm that the City consents and agrees to our representation of other present or future clients in matters adverse to the City which are not substantially related to the borrowing and finance area or any other area in which we have agreed to serve it. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of the City, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will not disclose to the other client(s) any confidential information received during the course of our representation of the City. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent financial advisors, placement agents and underwriters of municipal obligations. In transactions that are not related to the issuance of the Securities and our role as bond counsel, we have served and presently serve as counsel to Baird. We expect to be asked to represent advisors, agents and underwriters, including Baird, in future transactions that are similarly unrelated to the issuance of the Securities and our engagement as bond counsel and disclosure counsel. We do not believe that our representation of such clients on unrelated matters will in any way limit our representation of the City. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of such clients on unrelated matters as described above now and in the future.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee will be \$16,000. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that our fee will be paid out of proceeds of the Securities at Closing.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Terms of Engagement

Either the City or Quarles & Brady may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If the City terminates our services, the City is responsible for promptly paying us for all fees, charges, and expenses incurred before the date we receive termination. We reserve the right to withdraw from representing the City if, among other things, the City fails to honor the terms of this engagement letter – including the City's failing to pay our bills, the City's failing to cooperate or follow our advice on a material matter, or our becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate when we send to the City (or its representative) our final bill for services rendered. If the City requests, we will promptly return the City's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the City. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

City Responsibilities

We will provide legal counsel and assistance to the City in accordance with this letter and will rely upon information and guidance the City and its personnel provide to us. We will keep the City reasonably informed of progress and developments, and respond to the City's inquiries. To enable us to provide the services set forth in this letter, the City will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The City agrees to pay our bills for services and expenses in accordance with this engagement letter. The City will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP

we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP

Rebecca Speckhard /TAB

Rebecca A. Speckhard

RAS:JPL:TAB
#290170.00027

- cc: Robin Ginner (via email)
- Jeffrey A. Hyslop (via email)
- Cory Hoffmann (via email)
- Brad Viegut (via email)
- Tim Wiencek (via email)
- Rebekah Freitag (via email)
- Katherine Voss (via email)
- Jacob Lichter (via email)
- Tracy Berrones (via email)

Accepted and Approved:

CITY OF EAGLE RIVER

By: _____

Its: _____
Title

Date: _____

RESOLUTION NO. 1032

RESOLUTION AUTHORIZING THE ISSUANCE AND
ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO
EXCEED \$1,200,000 GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Eagle River, Vilas County, Wisconsin (the "City") to raise funds to pay the cost of refinancing certain outstanding obligations of the City, specifically, the Note Anticipation Notes, dated May 1, 2019 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of providing permanent financing for the projects financed by the Refunded Obligations;

WHEREAS, the City is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance its outstanding obligations;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and to sell the general obligation refunding bonds (the "Bonds") to Robert W. Baird & Co. Incorporated (the "Purchaser");

WHEREAS, the Purchaser intends to submit a bond purchase proposal to the City (the "Proposal") offering to purchase the Bonds in accordance with the terms and conditions to be set forth in the Proposal; and

WHEREAS, in order to facilitate the sale of the Bonds to the Purchaser in a timely manner, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City to delegate to the City Administrator and Mayor (the "Authorized Officers") of the City the authority to accept the Proposal on behalf of the City so long as the Proposal meets the terms and conditions set forth in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Bonds; Parameters. For the purpose of paying costs of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of not to exceed ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 16 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, Bonds aggregating the principal amount of not to exceed ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000). The purchase price to be paid to the City for the Bonds shall not be less than

93.50% of the principal amount of the Bonds and the difference between the initial public offering price of the Bonds and the purchase price to be paid to the City by the Purchaser shall not exceed 6.50% of the principal amount of the Bonds, with an amount not to exceed 2.00% of the principal amount of the Bonds representing the Purchaser's compensation and an amount not to exceed 4.50% of the principal amount of the Bonds representing costs of issuance, including bond insurance premium (if any), payable by the Purchaser or the City.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds"; shall be issued in the aggregate principal amount of up to \$1,200,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$100,000 per maturity or mandatory redemption amount and that the aggregate principal amount of the Bonds shall not exceed \$1,200,000. Any maturity or mandatory redemption payment may be eliminated, at the option of the City, if the amount of such maturity or mandatory redemption payment is less than or equal to \$100,000. The schedule below assumes the Bonds are issued in the aggregate principal amount of \$1,155,000.

<u>Date</u>	<u>Principal Amount</u>
05-01-2025	\$40,000
05-01-2026	40,000
05-01-2027	45,000
05-01-2028	45,000
05-01-2029	45,000
05-01-2030	50,000
05-01-2031	50,000
05-01-2032	55,000
05-01-2033	55,000
05-01-2034	60,000
05-01-2035	60,000
05-01-2036	65,000
05-01-2037	70,000
05-01-2038	70,000
05-01-2039	75,000
05-01-2040	75,000
05-01-2041	80,000
05-01-2042	85,000
05-01-2043	90,000

Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on November 1, 2024 or on such other date approved by the Authorized Officers in the Approving Certificate. The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) shall not exceed 5.50%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Bonds shall not be subject to optional redemption or shall be callable as set forth on the Approving Certificate. If the Proposal specifies that certain of the Bonds shall be subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as Schedule MRP. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the City shall direct.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2024 through 2042 for the payments due in the years 2024 through 2043 in the amounts as are sufficient to meet the principal and interest payments when due. The amount of tax levied in the year 2024 shall be the total amount of debt service due on the Bonds in the years 2024 and 2025; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Bonds in the year 2024.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The City hereby appropriates from taxes levied in anticipation of the issuance of the Bonds, amounts levied to pay debt service on the Refunded Obligations or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay debt service on the Bonds coming due in 2024 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Refunding Bonds - 2024" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service

Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of

the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, mandatory redemption agent agreements and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent") unless a third party fiscal agent is appointed by the Authorized Officers in the Approving Certificate. If a third party fiscal agent is appointed in the Approving Certificate, the Mayor and City Clerk or other appropriate officers of the City are authorized to enter into a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 13. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Condition on Issuance and Sale of the Bonds. The issuance of the Bonds and the sale of the Bonds to the Purchaser are subject to satisfaction of the approval by the Authorized Officers of the principal amount, first interest payment date, definitive maturities, redemption provisions, interest rates and purchase price for the Bonds, which approval shall be evidenced by execution by the Authorized Officers of the Approving Certificate.

The Bonds shall not be issued, sold or delivered until the condition is satisfied. Upon satisfaction of the condition, the Authorized Officers are authorized to execute a Proposal with the Purchaser providing for the sale of the Bonds to the Purchaser.

Section 17. Official Statement. The Common Council hereby directs the Authorized Officers to approve the Preliminary Official Statement with respect to the Bonds and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officers or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on a date specified by the Authorized Officers in the Approving Certificate, provided that such date shall be within 90 days of the date of issuance of the Bonds, at a price of par plus accrued interest to the date of redemption, subject to final approval by the Authorized Officers as evidenced by the execution of the Approving Certificate.

The City hereby directs the City Clerk to work with the Purchaser to cause timely notice of redemption, in substantially the form attached hereto as Exhibit C and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. Any and all actions heretofore taken by the officers and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 20. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 21. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 22. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded February 13, 2024.

Jeffrey A. Hyslop
Mayor

ATTEST:

Rebecca Bolte
City Clerk

(SEAL)

EXHIBIT A

APPROVING CERTIFICATE

The undersigned City Administrator and Mayor of the City of Eagle River, Vilas County, Wisconsin (the "City"), hereby certify that:

1. Resolution. On February 13, 2024, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$1,200,000 General Obligation Refunding Bonds of the City (the "Bonds") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to us the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Bonds, and to determine the details for the Bonds within the parameters established by the Resolution.

2. Proposal; Terms of the Bonds. On the date hereof, the Purchaser offered to purchase the Bonds in accordance with the terms set forth in the Bond Purchase Agreement between the City and the Purchaser attached hereto as Schedule I (the "Proposal"). The Proposal meets the parameters established by the Resolution and is hereby approved and accepted.

The Bonds shall be issued in the aggregate principal amount of \$ _____, which is not more than the \$1,200,000 approved by the Resolution, and shall mature on May 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The first interest payment date on the Bonds shall be _____, 20___. The amount of each annual principal or mandatory redemption payment due on the Bonds is not more than \$100,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
05-01-2025	\$40,000	\$ _____
05-01-2026	40,000	_____
05-01-2027	45,000	_____
05-01-2028	45,000	_____
05-01-2029	45,000	_____
05-01-2030	50,000	_____
05-01-2031	50,000	_____
05-01-2032	55,000	_____
05-01-2033	55,000	_____
05-01-2034	60,000	_____
05-01-2035	60,000	_____
05-01-2036	65,000	_____
05-01-2037	70,000	_____
05-01-2038	70,000	_____
05-01-2039	75,000	_____
05-01-2040	75,000	_____
05-01-2041	80,000	_____
05-01-2042	85,000	_____
05-01-2043	90,000	_____

The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 5.50%, as required by the Resolution.

3. Purchase Price of the Bonds. The Bonds shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$_____, plus accrued interest, if any, to the date of delivery of the Bonds, which is not less than 93.50% of the principal amount of the Bonds, as required by the Resolution.

The difference between the initial public offering prices provided by the Purchaser of the Bonds (\$_____) and the purchase price to be paid to the City by the Purchaser (\$_____) is \$_____, or _____% of the principal amount of the Bonds, which does not exceed 6.50% of the principal amount of the Bonds. The portion of such amount representing Purchaser's compensation is \$_____, or not more than 2.00% of the principal amount of the Bonds. The amount representing other costs of issuance [, including bond insurance premium] [to be paid by the City/Purchaser] is \$_____, which does not exceed 4.50% of the principal amount of the Bonds.

4. Redemption Provisions of the Bonds. [The Bonds are not subject to optional redemption.] [The Bonds maturing on May 1, _____ and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, _____ or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.] [The Proposal specifies that [some of] the Bonds are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference.]

5. Appointment of Fiscal Agent [/Mandatory Redemption Agent]. Pursuant to Section [12][11] of the Resolution, _____, _____, is named fiscal agent [mandatory redemption agent] for the Bonds.

6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same respectively falls due, the full faith, credit and taxing powers of the City have been irrevocably pledged and there has been levied on all of the taxable property in the City, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule III.

7. Redemption of the Refunded Obligations. In the Resolution, the Common Council authorized the redemption of the Refunded Obligations and granted us the authority to determine the redemption date. The Refunded Obligations shall be redeemed on _____, which is within 90 days of the closing on the Bonds.

8. Preliminary Official Statement. The Preliminary Official Statement with respect to the Bonds is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

9. Approval. This Certificate constitutes our approval of the Proposal, and the principal amount, definitive maturities, first interest payment date, interest rates, purchase price and redemption provisions for the Bonds and the direct annual irrevocable tax levy to repay the Bonds, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, we have executed this Certificate on _____, 2024 pursuant to the authority delegated to us in the Resolution.

Robin Ginner
City Administrator

Jeffrey A. Hyslop
Mayor

COOPER

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

[SCHEDULE MRP

Mandatory Redemption Provision

The Bonds due on May 1, ____, ____, and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on May 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on May 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT B

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
VILAS COUNTY
NO. R-____ CITY OF EAGLE RIVER \$_____
GENERAL OBLIGATION REFUNDING BOND

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
May 1, _____, 2024 _____%

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Eagle River, Vilas County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on [November 1, 2024] until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by [_____, _____, _____] OR [the City Clerk or City Treasurer] (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$_____, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of paying the cost of refunding certain obligations of the City, as authorized by a resolution adopted on February 13, 2024, as supplemented by an Approving Certificate, dated _____, _____ [(the "Approving Certificate")] (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the Common Council for said date.

【This Bond is not subject to optional redemption.】

【The Bonds maturing on May 1, _____ and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, _____ or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.】

【The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the Approving Certificate, at the redemption price of par plus accrued interest to the date of redemption and without premium.】

【In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.】

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the

City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds [(i)] after the Record Date[, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption]. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

[This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.]

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Eagle River, Vilas County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF EAGLE RIVER
VILAS COUNTY, WISCONSIN

By: _____
Jeffrey A. Hyslop
Mayor

(SEAL)

By: _____
Rebecca Bolte
City Clerk

COPY

[Date of Authentication: _____, _____]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned Resolution of the City of Eagle River, Vilas County, Wisconsin.

By _____
Authorized Signatory]

COPY

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT C

NOTICE OF FULL CALL*

Regarding

CITY OF EAGLE RIVER
VILAS COUNTY, WISCONSIN
NOTE ANTICIPATION NOTES, DATED MAY 1, 2019

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have a CUSIP No. as set forth below have been called by the City for prior payment on _____, ____ at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
05/01/2024	\$2,200,000	3.00%	269850CC5

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before _____, ____.

Said Notes will cease to bear interest on _____, ____.

By Order of the
Common Council
City of Eagle River
City Clerk

Dated _____

* To be provided by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to _____, ___ and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

Robin Ginner

From: Todd Hanke <THanke@onterra-eco.com>
Sent: Monday, January 29, 2024 3:56 PM
To: Robin Ginner
Subject: Silver Lake 2024 Treatment Applicator Bids
Attachments: SilverLake(Vilas)_2024_EWMTreatment_ApplicatorRFP.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Robin,

Speaking with some WDNR folks, I believe we will learn about grant success or failure in approximately 2 weeks, which is a couple weeks ahead of schedule. It sounds like the AIS Control Grant category was way over prescribed this cycle, meaning there will be many more applicants not getting grants than ones that are. Let's continue to cross our fingers.

I think it would be nice to have an applicator selected to be prepared to submit a permit as soon as grant award notification is received. Please find the attached PDF containing a Request For Proposal document that the City may use to solicit bids from herbicide applicators. You are welcome to use your own version of this if you prefer. If you would like to use this copy, please read over the document and let me know if you have additional specific requirements you would like to see added. Also please confirm the contact information for you that is included at the end of the document is correct. I've put a return by date of Feb 13 on the document, which is two weeks from tomorrow.

You can choose any applicator that can meet the criteria outlined in the attached RFP. The City is not required to choose the lowest bidder, just need to have reasoning why a more expensive option was chosen (better references, technology, experience, etc, really any reason important to you).

Below is our short list of applicators for your region of the state that we think have the capacity for a treatment of this size, listed in order of overlapping herbicide treatment projects Onterra had with each firm listed in 2023. We work with Schmidt's Aquatic the most as they often tend to be the cheapest. Technically we had more overlapping projects with Aquatic Plant Management, LLC in 2023, but many of those projects were manual removal or mechanical harvesting – still involving a similar level of data exchange and permitting needs. We have not worked with Amy at this brand new company, but she relayed confidence that she can deliver a similar product to when she was operating at Clean Lakes Midwest and at Clarke., which we overlapped with often. Marc is based more out of southern Wisconsin but has worked in northern counties also. We can provide more applicator names if requested.

Hamilton Harvey
Schmidt's Aquatic, LLC
hdhiii@schmidtsaquatic.com
920-980-9190

Andrew McFerrin
Aquatic Plant Management LLC
andrew@aquaticplantmanagement.com
715-438-3269

Amy Kay
TIGRIS
akay@tigrisusa.com

715.891.6798

Marc Harris
Aquatic Biologists
mharris@aquaticbiologists.com
920-921-6827

Please let me know if you have any questions. I suggest you send the attached RFP to each of these firms (separately of course).

Cheers,
-Todd

Todd W. Hanke
Aquatic Ecologist
Onterra, LLC

Voice: 920.338.8860
Email: thanke@onterra-eco.com
Web: www.onterra-eco.com

From: Todd Hanke
Sent: Friday, January 26, 2024 8:49 AM
To: LOUIS GALLO <piglet3027@verizon.net>; fisk.lon@gmail.com; Robin Ginner <rcginner@eagleriverwi.gov>; Wirt, Alan W - DNR <Alan.Wirt@wisconsin.gov>
Cc: Tim Hoyman <THoyman@onterra-eco.com>
Subject: Silver Lake (Vilas) 2023 EWM Management Strategy Development Report

Greetings all,

Please find the attached 2023 Silver Lake EWM Management Strategy Development Report. This report serves to present the ERSLA's proposed 2024 EWM management and monitoring strategy along with risk assessment information to interested stakeholders and partners. The proposed management strategy aligns with the EWM management goals and actions created within ERSLA's Comprehensive Lake Management Plan which was finalized in May 2023. The ERSLA has applied for a WDNR AIS-Control grant in the fall 2023 cycle, which if awarded, would provide funding assistance to carry out the proposed management and monitoring strategy. The proposed 2024 EWM management strategy includes a series of ProcellaCOR spot treatments with the potential to impact EWM throughout the entire lake with details outlined within this report and displayed on Map 2. The ERSLA's integrated pest management strategy includes plans to follow up the herbicide treatment with a coordinated hand harvesting effort in 2025 and potentially beyond depending on post-treatment monitoring results.

Lou, Lon, and Robin- please facilitate the distribution of this report amongst your constituents and folks around Silver Lake. I will follow up with you in terms of working towards your group selecting an herbicide applicator contractor and beginning the WDNR permit application process.

AI – Please feel free to pass the report along to any of your colleagues or partners as you see fit.

Cheers,
-Todd

Todd W. Hanke
Aquatic Ecologist

CITY OF EAGLE RIVER

January 2024,

You are invited to submit a bid to the City of Eagle River for 2024 herbicide control of Eurasian watermilfoil (EWM) in Silver Lake in Vilas County, Wisconsin. Project description and bidding specifications are outlined below. Please bid exactly on the following strategy. Any additional treatment ideas you have can be submitted as additional options, but the applicator selection will be based off the bid specifics below. Once an applicator is selected, decisions on permit-related tasks (e.g. notifications, mailings, postings) and associated costs will take place.

PROJECT DESCRIPTION:

The City of Eagle River intends to target five (5) application areas in Silver Lake in 2024 with ProcellaCOR™ EC totaling 13.1 acres and 179.6 total PDUs. The dosing strategy has been approved by SePRO. Please provide your bid as outlined, acknowledging that the amount of product may be subject to change.

PERFORMANCE REQUIREMENTS:

Timing:

This project assumes herbicide treatment would occur during approximately early to mid-June when active growth tissue is confirmed on the target plants. Attention would also be made to forecasted weather conditions between treatment and two days after treatment that may impact herbicide mixing, such as moderate wind and storm events.

Herbicide concentration monitoring:

This treatment may be accompanied by volunteer-based herbicide concentration monitoring components. Training and equipment will be provided by the City's lake management consultant, Onterra, LLC. The applicator would need to coordinate their treatment timing directly with the volunteer to accommodate the sample collection.

Electronic data exchange:

The success of this project will rely on the accurate and timely transmittal of spatial data between the applicator, the City of Eagle River and the lake management consultant, Onterra, LLC. The results of the previous growing season's surveys are used to establish the preliminary treatment areas described on the attached map and will be used in the chemical treatment permit. The results of a spring 2024 pretreatment survey are used to refine those preliminary treatment plans, if appropriate. This may include expansion of a treatment area or modification of average depth parameters. The refined treatment plan is provided to the City of Eagle River, the WDNR, and the applicator immediately following completion of the spring pretreatment survey (could be 24 hours or less prior to the scheduled treatment) in the form of an updated map in Adobe's Portable Document Format (.pdf). Upon approval of the refined treatment areas by the WDNR and the City, the refined areas are considered the final treatment sites.

Onterra will provide the applicator with details of the final treatment areas in ArcView shapefile format (polygon or polylines in WGS84 or WTM 83/91(HARN)) or comparable format.

Financial Obligation:

If the final permit is denied or the City of Eagle River decides not to conduct the treatment for any reason, the City of Eagle River will not be financially responsible for services that were not

performed (i.e. herbicide application costs). This includes the potential need for less product based upon updated application area characteristics determined just prior to treatment. If more product is needed, the City of Eagle River would honor the same rates from the accepted bid.

The City of Eagle River reserves the right to award the project based upon factors it deems important, including but not limited to: overall cost, application equipment, GPS technology, experience, familiarity with the system, and references. So please provide the following information within your bid:

- Application equipment for applying ProcellaCOR™
- Experience applying ProcellaCOR™
- GPS Technology used during application
- Customer reference list

Your bid must be received no later than **2/13/2024** by email to rcginner@eagleriverwi.gov. Please feel free to contact me for any additional information. My telephone number is (715) 479-8682. You are also welcome to contact Todd Hanke (thanke@onterra-eco.com) for technical specifics regarding your bid.

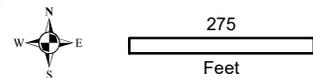
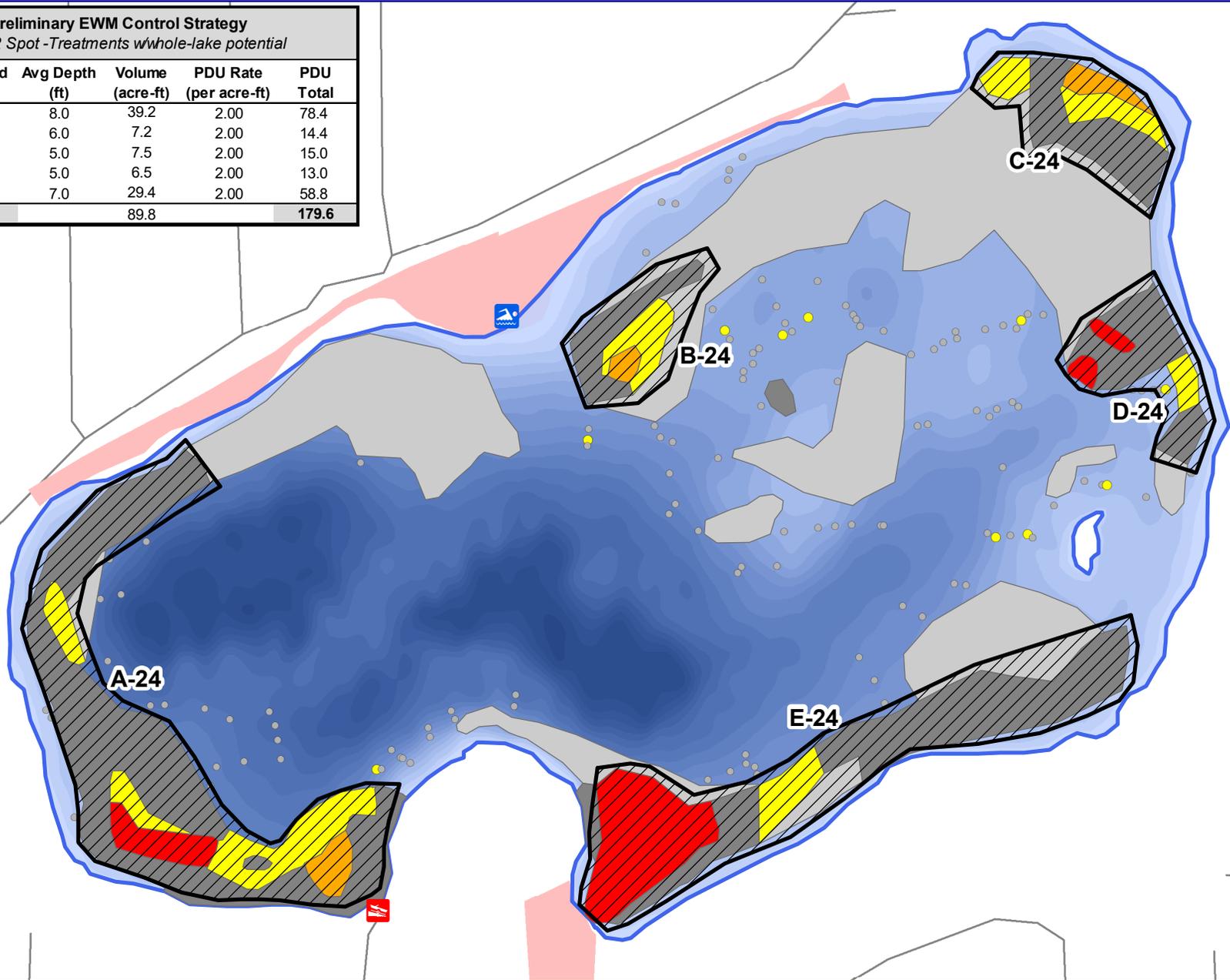
Thank you for your consideration of this matter.

Sincerely,
Robin Ginner – City Administrator, City of Eagle River

2024 Preliminary EWM Control Strategy
ProcellaCOR Spot-Treatments w/whole-lake potential

Site	Proposed Acres	Avg Depth (ft)	Volume (acre-ft)	PDU Rate (per acre-ft)	PDU Total
A-24	4.9	8.0	39.2	2.00	78.4
B-24	1.2	6.0	7.2	2.00	14.4
C-24	1.5	5.0	7.5	2.00	15.0
D-24	1.3	5.0	6.5	2.00	13.0
E-24	4.2	7.0	29.4	2.00	58.8
Total	13.1		89.8		179.6

Potential Lake-wide Conc. (PPB)
0.79



Onterra LLC
 Lake Management Planning
 815 Prosper Road
 De Pere, WI 54115
 920.338.8860
 www.onterra-eco.com

Sources:
 Roads Hydro: WDNR
 Bathymetry: Onterra, 2015
 Plant Survey: Onterra, 2023
 Map Date: 1-29-2024 - TWH



Project Location in Wisconsin

Legend

- EWM Survey (September 7, 2023)**
- Highly Scattered
 - Scattered
 - Dominant
 - Highly Dominant
 - Surface Matting
 - Single or Few Plants
 - Clumps of Plants
 - Small Plant Colony
 - Boat Landing
 - Public Beach
 - Parcel Owned by City of Eagle River

Silver Lake
 Vilas County, Wisconsin
**Preliminary 2024
 Herbicide Treatment
 Strategy**

1.0 INTRODUCTION

Silver Lake is an approximate 57-acre, oligo-mesotrophic, deep headwater drainage lake located in Eagle River (Vilas County), Wisconsin (Figure 1.0-1). Water from Silver Lake flows north through an unnamed outlet into Yellow Birch Lake of the Eagle River Chain of Lakes. Silver Lake's watershed encompasses an area of approximately 217 acres. The lake has a shoreline perimeter of 1.4 miles, a maximum depth of 19 feet, and a mean depth of 8 feet.

The conservation and management of Silver Lake has largely been undertaken by a partnership between the City of Eagle River, Town of Lincoln, and the Eagle River Silver Lake Association (ERSLA). A comprehensive management plan was completed for Silver Lake in 2013 and focused primarily on the management of Eurasian watermilfoil (EWM).

The City of Eagle River along with the ERSLA and Town of Lincoln were awarded a Wisconsin Department of Natural Resources (WDNR) Lake Management Planning Grant to aid in funding the creation of an updated management plan (LPL-175821). The goal of this management plan update was to evaluate the management actions taken since the original plan development, their outcomes, and to create updated management goals and actions. The updated *Comprehensive Management Plan* was finalized in May 2023 and provides a framework for the conservation and enhancement of the Silver Lake ecosystem. The management plan development included a comprehensive assessment of Silver Lake through baseline studies designed to evaluate the lake's water quality, watershed, shoreland condition, and aquatic plant community.



Figure 1.0-1. Silver Lake, Vilas County.

1.1 Eurasian watermilfoil Management History

Onterra first mapped the EWM population of Silver Lake in 2008, and 2.5 acres of *scattered* EWM were located. Following a 3.4-acre 2,4-D treatment in the spring of 2009, no colonized areas of EWM were mapped in 2009, 2010, or 2012. From 2013-2015, colonized acreage of EWM increased from 0.9 to 5.6 acres while limited volunteer hand-harvesting efforts were taking place. The increasing EWM population culminated in a whole-lake 2,4-D treatment that was implemented in 2016. No EWM was observed in 2016 following the treatment, while only point-based occurrences were located in 2017.

No mapping surveys were completed in 2018-2020, and mapping completed in 2021 revealed the largest EWM footprint to that point in time with 16.7 acres and this increased further to 19.2 acres in 2022. The surveys in 2021 and 2022 found that the lake's population of Eurasian watermilfoil had increased to the highest level recorded since surveys began in 2005.

2.0 2023 MONITORING SURVEY RESULTS

It is important to note that two types of surveys are discussed in the subsequent materials: 1) point-intercept surveys and 2) EWM mapping surveys. The point-intercept survey provides a standardized way to gain quantitative information about a lake's aquatic plant population through visiting predetermined locations and using a rake sampler to identify all the plants at each location. The survey methodology allows comparisons to be made over time, as well as between lakes. The point-intercept survey can be applied at various scales. The point-intercept survey is most often applied at the whole-lake scale. The whole-lake point-intercept survey has been conducted on Silver Lake in 2005 and then annually since 2007.

While the point-intercept survey is a valuable tool to understand the overall plant population of a lake, it does not offer a full account (census) of where a particular species exists in the lake. The EWM mapping survey offers a full account (census) of where a particular species exists in the lake. During the EWM mapping survey, the entire littoral area of the lake is surveyed through visual observations from the boat (Photo 2.0-1). Field crews supplement the visual survey by deploying a submersible camera along with periodically doing rake tows as applicable. The EWM population is mapped using sub-meter GPS technology by using either 1) point-based or 2) area-based methodologies. Large colonies >40 feet in diameter are mapped using polygons (areas) and are qualitatively attributed a density rating based upon a five-tiered scale from *highly scattered* to *surface matting*. Point-based techniques were applied to EWM locations that were considered as *small plant colonies* (<35 feet in diameter), *clumps of plants*, or *single or few plants*.

Overall, each survey has its strengths and weaknesses, which is why both are utilized in different ways as part of this project.

2.1 Late-Season EWM Mapping Survey

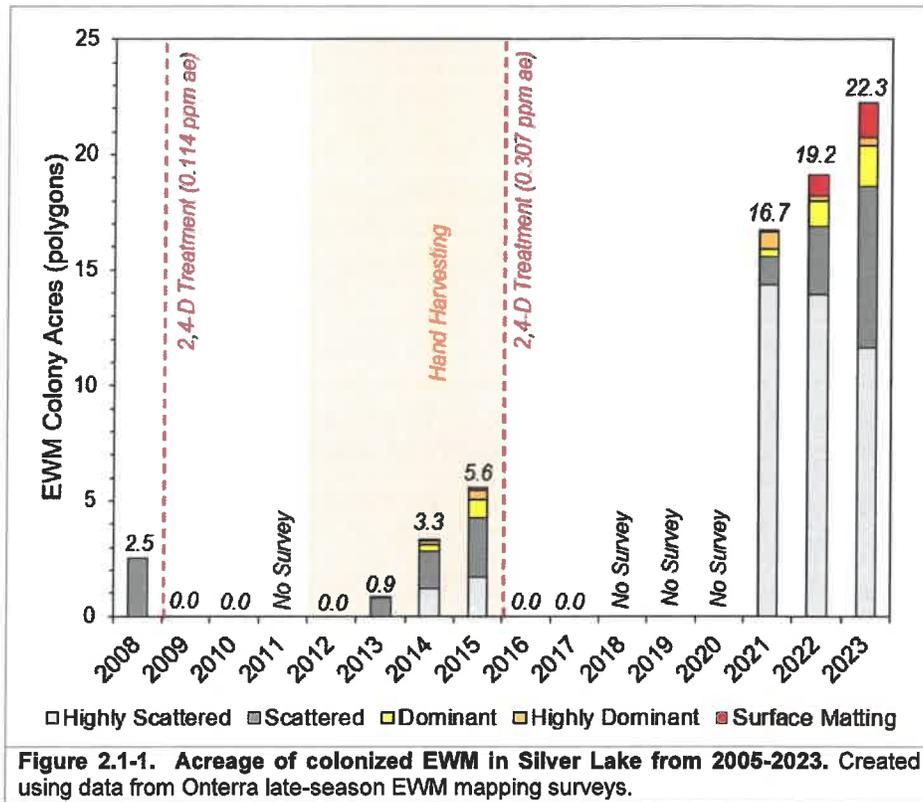
The Late-Season EWM Mapping Survey was conducted on September 7, 2023 to qualitatively assess the peak growth (peak-biomass) of the EWM population throughout the lake and to guide management activities in 2024. The entire littoral zone of Silver Lake was systematically meandered during the visual survey and EWM populations were mapped by using the methodology described above.

The results of the survey are displayed on the bottom frame of Map 1. The survey crew noted cloudy weather, modest winds, and cool temperatures. A total of 1.5 acres were mapped as *surface matting* density and are displayed in red on the map. Another 0.4 acres was *highly dominant*, and 1.8 acres were given a *dominant* density rating. EWM was present throughout much of the littoral area of the lake. A total of 22.3 acres of EWM was delineated during the 2023 survey of which 18.6 acres consisted of relatively low density ratings of *highly scattered* or *scattered*. The EWM population increased in size and density compared to the previous survey in 2021 (Map 1-



Photo 2.1-1. EWM mapping survey on a Wisconsin lake. Photo credit Onterra.

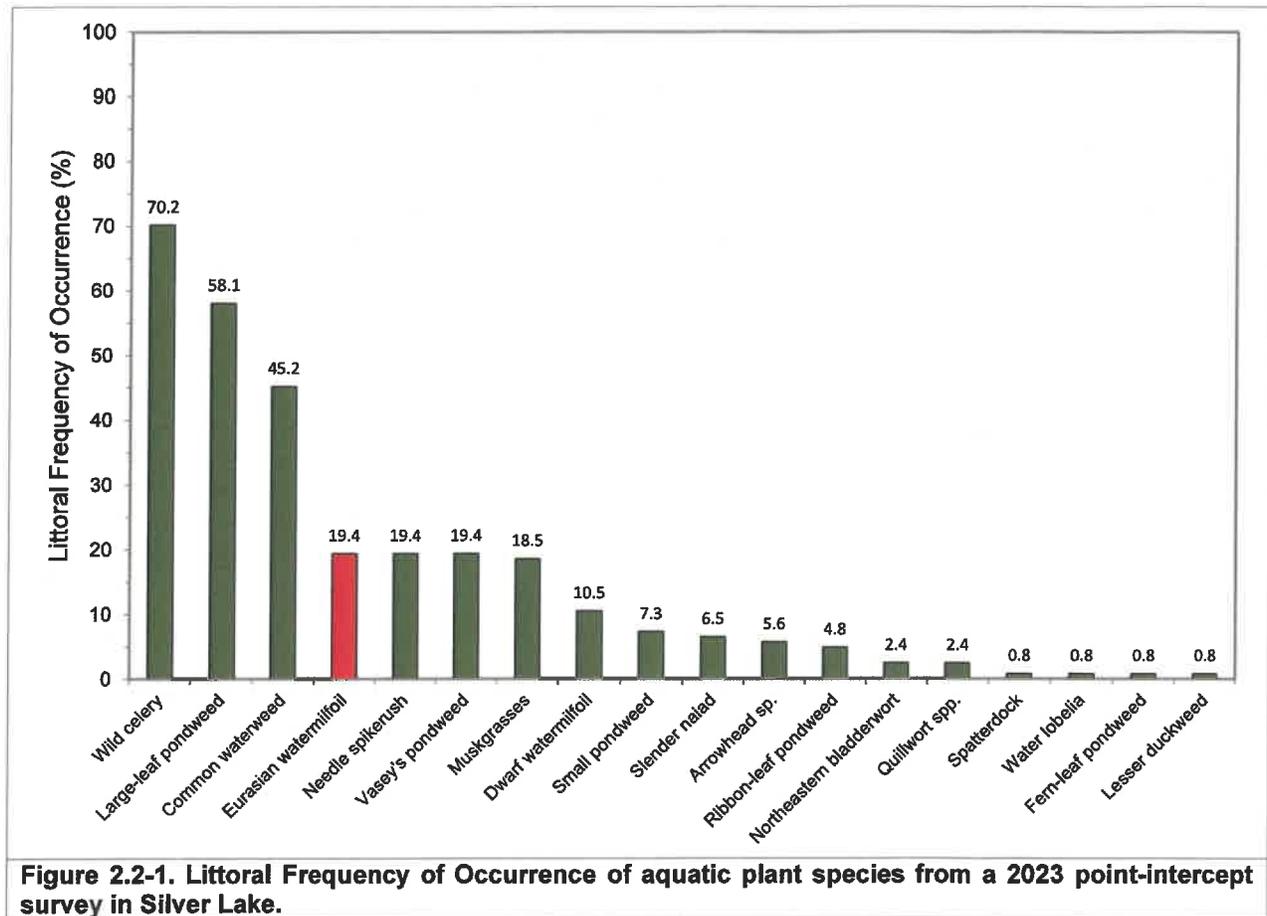
top frame). The past three years of monitoring has documented an expanding population that is significantly larger than past mapping surveys that have taken place on the lake (Figure 2.1-1).



2.2 Point-Intercept Survey

The point-intercept method as described in the WDNR publication (WDNR PUB-SS-1068 2010) was used to complete this study. A point spacing of 40 meters was used resulting in 144 total sampling locations. This survey allows for a quantitative analysis of the aquatic plant community in the lake and is directly comparable to past or future surveys completed with the same methodology. Silver Lake is one of the WDNR’s long-term trends monitoring lakes for aquatic plants, and whole-lake point-intercept surveys have been completed almost annually between 2005 and 2023.

Analysis of these data show a high-quality aquatic plant population that includes the presence of several rare native species. Trend analysis indicates some species have trended higher while others have trended lower during the period of study. Expanded discussion of Silver Lake’s aquatic plant population is included within the 2023 Comprehensive Management Plan. The 2023 point-intercept survey data is highlighted within this report, with comparisons to prior surveys integrated within.



Wild celery was the most frequently encountered native aquatic plant in 2023 with a littoral frequency of occurrence of 70.2%. Wild celery is relatively tolerant of low-light conditions and is able to grow in deeper water. Wild celery produces long, grass-like leaves which extend in a circular fashion from a basal rosette (Photo 2.2-1). To keep the leaves standing in the water column, lacunar cells in the leaves contain gas making them buoyant. Towards the late-summer when wild celery is at its peak growth stage, it is easily uprooted by wind and wave activity. It can then pile up on shorelines depending on the predominant wind direction. The leaves, fruits, and winter buds of wild celery are food sources for numerous species of waterfowl and other wildlife and are an important component of the Silver Lake ecosystem.

Large-leaf pondweed was the second-most frequently encountered species in the 2023 survey with an occurrence of 58.1%. Large-leaf pondweed is the largest pondweed species in Wisconsin, and is relatively sensitive to environmental changes. The leaves are arched and slightly folded, and though often found in a greenish color can take on a reddish appearance in the late summer (Photo 2.2-1).

Common waterweed exhibited an occurrence of 45.2% in 2023 survey making it the third-most commonly encountered species. Common waterweed can be found in waterbodies across Wisconsin, is tolerant of high-nutrient, low-light conditions, and can grow to nuisance levels under ideal conditions. Common waterweed has blade-like leaves in whorls of three produced on long, slender stems (Photo

2.2-1). Like other submersed aquatic plants, common waterweed helps to stabilize bottom sediments and provides structural habitat and food for wildlife. Common waterweed obtains much of its nutrients directly from the water.



Photograph 2.2-1. Three-most frequently encountered aquatic plants in Silver Lake in 2023. Photo credit Onterra.

Eurasian watermilfoil was found at 24 of the sampling locations during the 2023 point-intercept survey resulting in a littoral frequency of occurrence of 19.4% making it tied for the fourth most frequently encountered species in the 2023 survey. The occurrence of EWM from all point-intercept surveys dating back to 2005 is displayed on Figure 2.2-2. These data show the EWM population has historically been at 6.1% or below until rapidly increasing from 2.8% in 2020 to 9.2% in 2021, 13.2% in 2022 and 19.4% in 2023.

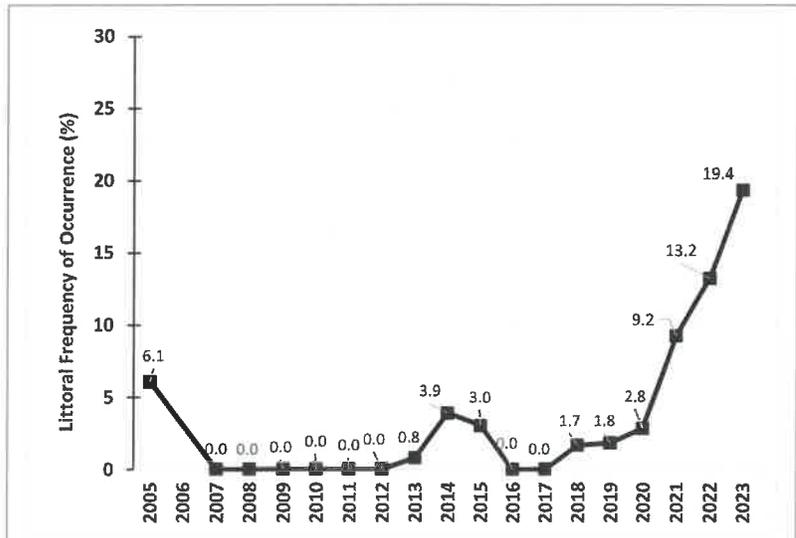


Figure 2.2-2. Littoral occurrence of EWM in Silver Lake. Created using data from whole-lake point-intercept surveys.

Figure 2.2-3 displays number of sampling locations that contained native plants, EWM and native plants, or EWM only from the point-intercept surveys. After the 2016 2,4-D herbicide treatment, EWM was not present on any sampling locations until 2018. The number of points with EWM has increased incrementally in recent years while the number of sampling locations with native plants has been relatively stable over the period of monitoring.

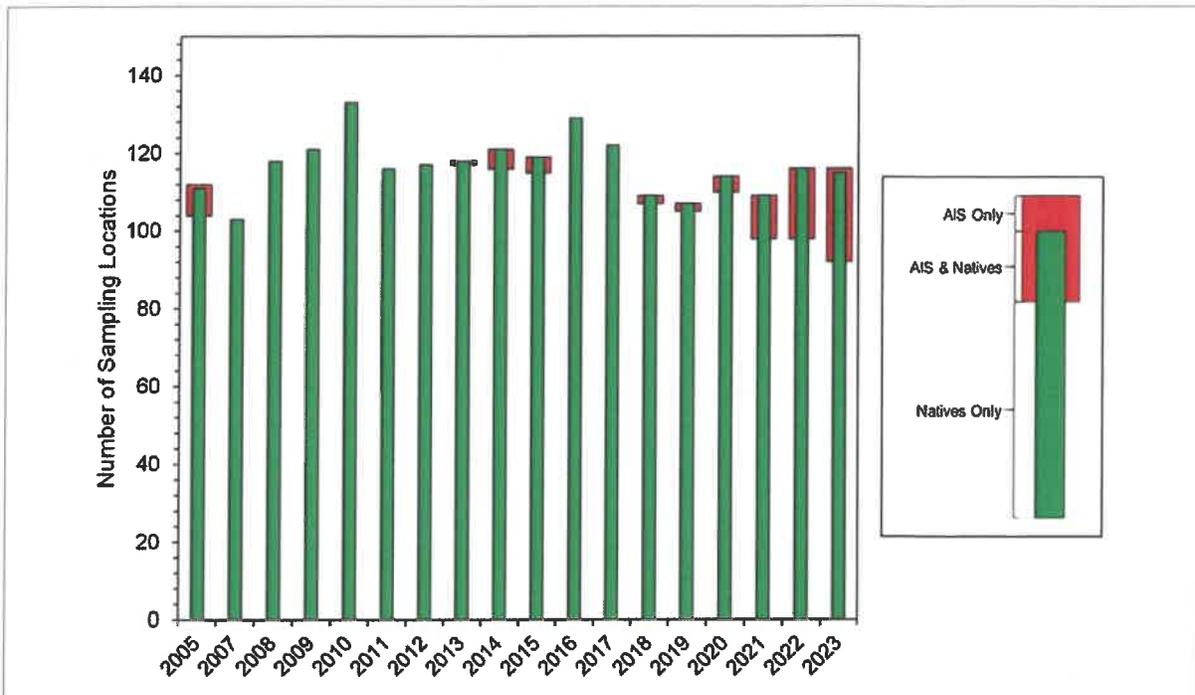


Figure 2.2-3. Number of sampling locations with native and non-native species from point-intercept surveys.

Another metric that assesses the native plant community in the lake over time is through comparing the average number of native plant species per sampling location from the point-intercept surveys. These data indicate an increasing trend in this metric from 2005 to 2012, followed by a decreasing pattern from 2012-2017. The lowest recorded value of 1.73 was from the first survey in this dataset which was collected in 2005. Values have trended higher again since 2017 and the 2.84 species per sampling site measured in 2023 falls above the average value of 2.53 from all surveys.



Figure 2.1-8. Silver Lake Number of Native Aquatic Plant Species per Sampling Site. Created using data from point-intercept surveys.

3.0 2024 EWM MANAGEMENT & MONITORING STRATEGY

Goal #3 within the ERSLA’s Comprehensive Management Plan is to “monitor AIS in the ecosystem and conduct management based on results”. The fourth action under this goal is to “conduct management

actions towards EWM”. The Plan includes guidance for when hand harvesting strategies would be utilized as well as when considerations for herbicide use would be made. The Plan outlines that the ERSLA will use the data from the whole-lake point-intercept survey to select a “trigger” for when they would begin discussions relating to considering a whole-lake herbicide treatment strategy. The ERSLA would reserve this management approach for when the EWM population reaches a level where the population comprises a larger portion of the lakes littoral zone. The ERSLA set the following “trigger” for initiating conversations leading towards pursuing a whole-lake treatment:

Whole-lake point-intercept survey indicates an EWM littoral frequency of occurrence of 15% or greater

At the time the trigger was created during the management planning process, the 15% trigger represented an EWM occurrence that was higher than had been documented to date in Silver Lake. The occurrence of EWM exceeded this threshold in 2023 at 19.4%. The 19.4% occurrence represents the highest occurrence to date in Silver Lake dating back to 2005 when annual point-intercept surveys began on the lake. This prompted the ERSLA to begin discussions for a potential 2024 herbicide treatment strategy and subsequently led to the application for a WDNR AIS-Control grant during the fall 2023 cycle which if awarded, would provide state funding assistance to complete the treatment and associated monitoring aspects outlined below.

The Plan states if the trigger is met from the point-intercept survey, the ERSLA would solicit a professional firm to conduct an EWM mapping survey which is necessary for designing an herbicide treatment strategy. The ERSLA funded the completion of a late-summer EWM mapping survey in 2023 without that aid of state funds. Results of that survey are discussed in section 2.1 above.

One of the first aspects in pursuing an herbicide treatment strategy is to create a Control and Monitoring Plan for which this report serves to achieve. The Control and Monitoring Plan is created based on the results of a late-summer EWM mapping survey or in combination with the results of a whole-lake point-intercept survey. These data are used to create a specific EWM control strategy for the following year including information such as the herbicide to be used, dosing strategy, targeted areas, and an accompanying monitoring strategy. The Control and Monitoring Plan includes applicable risk assessment materials for the ERSLA to review including a summary of available research, toxicity, and selectivity within section 4.0 below.

Following the current understanding of best management practices, a ProcellaCOR treatment is proposed to occur in 2024. The herbicide treatment is planned to occur during approximately mid-June 2024. To target the colonized EWM in Silver Lake, five application areas were constructed around the densest of the EWM colonies resulting in a total 13.1 acres (Map 2). An application rate of 2.0 prescription dosing units (PDU) is being considered. For reference, an application rate of 2.0 PDU's equates to approximately 3.9 parts per billion (ppb). Onterra confirmed the dosing strategy being considered for 2023 on Silver Lake with experts from SePRO, the manufacturer of ProcellaCOR™. All application area dosing rates are consistent with typical dosing rates being used in EWM spot-treatment designs in Wisconsin.

Designing an herbicide management strategy also considers the potential lake-wide herbicide concentrations as the product dissipates and reaches a whole-lake equilibrium concentration. At the proposed application rates, a theoretical lake-wide epilimnetic florypyrauxifen-benzyl concentration of

0.79 ppb is calculated. In other intentional whole-lake designs, Onterra has employed target florpyrauxifen-benzyl concentrations of 0.6-1.0 ppb. This means that along with the upfront high concentration in the application area, the entire lake will reach an equilibrium concentration that at an extended exposure could have the potential to impact EWM and sensitive native species throughout the entire lake. However, measured whole-lake concentrations of florpyrauxifen-benzyl typically fall short of predicted levels as the herbicide converts into its acid metabolite form (florpyrauxifen acid) during the time it takes to mix evenly within the lake.

The primary breakdown product of florpyrauxifen-benzyl is florpyrauxifen acid. This chemical metabolite is reported to have activity as an herbicide on aquatic plants, albeit to a lower degree than the active ingredient. Within Onterra's case studies, the acid metabolite is detected during early monitoring periods (ie. hours after treatment), increasing in concentration after days to weeks as the active ingredient is converted into this form. Florpyrauxifen acid has been shown to persist in the lake longer than the active ingredient, particularly in seepage lakes or lakes with limited water loss via an outlet. It is suspected that florpyrauxifen acid would persist for several weeks after treatment in Silver Lake and is a factor that is considered in the design of the herbicide concentration monitoring plan.

A Pretreatment Confirmation and Refinement Survey would be completed prior to the herbicide application to verify application area extents and inspect the condition of the EWM colonies targeted for treatment through the use of a combination of surface surveys, rake tows, and submersible video monitoring. This meander-based survey would investigate for colonial expansion, reduced occurrence, growth stage of the EWM (and native plants), application area specifics (e.g. average depth & extents), and other aspects including water temperatures and pH.

Following the Pretreatment Confirmation and Refinement Survey, an email narrative report would be provided to the ERSLA, City of Eagle River, WDNR, and other project partners, including a map outlining the finalized control strategy. Spatial data would be provided to the third-party herbicide application firm prior to treatment in compatible format.

The ERSLA intends to employ an integrated pest management strategy that would utilize professional hand-harvesting/DASH, if needed, to maintain low occurrence of EWM in Silver Lake the year after treatment (2025). The results of the 2024 Late-Summer EWM Mapping Survey would be used to prioritize areas for professional hand-harvesting/DASH. Spatial data would be provided to the professional harvesters for use in their onboard GPS units. The contractor would be responsible for obtaining mechanical harvesting permits if DASH is used. Onterra would supply the map of DASH areas for use in the permit application.

3.1 Monitoring Plan

The monitoring plan includes conducting native plant and EWM population monitoring during the *year before treatment* (2023), the *year of treatment* (2024), and the *year after treatment* (2025) on Silver Lake. This includes replications of both the point-intercept survey and late-summer EWM mapping survey. While much of the published literature compares the *year before treatment* to the *year of treatment* data, having the *year after treatment* data allows a better understanding of EWM efficacy as plants begin to rebound. While some native plants can be impacted during the year of treatment, data from the year following treatment allow managers to understand longer-term and meaningful impacts.

Herbicide concentration monitoring would occur following the 2024 treatment. The tentative volunteer-based herbicide concentration monitoring plan includes sampling three locations at 10 time intervals. The scope of this activity is modeled from the 2020-2023 WDNR's (central office) research project in which herbicide concentration monitoring samples were sent to a lab with lower detection limits (EPL Bio Analytical Services) than the manufacturer's lab (SePRO). Properly preserved samples would be overnight delivered EPL Bio Analytical Services. ERS LA volunteers would be supplied and trained by Onterra staff on the day the pretreatment survey is completed.

4.0 RISK ASSESSMENT

The content in this section offers a general risk assessment for the proposed 2024 management strategy as it relates to herbicide resistance management, ProcellaCOR specific information, expected aquatic plant impacts from the proposed treatment, and fisheries toxicology research. The ERS LA was also provided similar information during the management planning project, with some related text within the 2023 Management Plan document. This section does not claim to be an exhaustive view of risk assessment for all aspects of an herbicide use strategy, but attempts to convey basic information for stakeholders and project partners to review as it relates to the specific herbicide strategy that is proposed to occur in 2024 in Silver Lake.

EWM Herbicide Resistance

While understood in terrestrial herbicide applications for years, herbicide resistance is an emerging topic amongst aquatic herbicide applicators, lake management planners, regulators, and researchers. Herbicide resistance is when a population of a given species develops reduced susceptibility to an herbicide over time, such that an herbicide use pattern that once was effective no longer produces the same level of effect. This occurs in a population when some of the targeted plants have an innate tolerance to the herbicide and some do not. Following an herbicide treatment, the more tolerant strains will rebound whereas the more sensitive strains will be controlled. Thus, the plants that re-populate the lake will be those that are more tolerant to that herbicide resulting in a more tolerant population over time.

Repetitive treatments with the same herbicide mode-of-action may cause a shift towards increased herbicide tolerance in the population. Rotating herbicide use-patterns can help avoid population-level herbicide tolerance evolution from occurring. Onterra maintains concern for future use of 2,4-D in Silver Lake, as the sole use of this herbicide mode of action in the past may yield a cause for concern about potential herbicide resistance and therefore herbicide rotation away from this herbicide is recommended. While florpyrauxifen-benzyl is a similar mode of action to 2,4-D (auxin hormone mimic), differences in molecular configuration and binding affinity are thought to generate a different enough response in the plant to minimize this potential.

ProcellaCOR™ (florpyrauxifen-benzyl)

ProcellaCOR™ has been the state's most popular herbicide for EWM management in recent years. The active ingredient florpyrauxifen-benzyl is sold exclusively by SePRO under the tradename ProcellaCOR™. This herbicide has largely been used in spot treatment scenarios, but has recently been adopted as a whole-lake treatment option on a number of Wisconsin lakes. Data analysis related to herbicide concentration monitoring and native aquatic plant impacts has been investigated in the many of the treatments. Analysis of these data have allowed lake managers to better understand the ways in

which the herbicide dissipates or mixes within a lake in the hours and days after application. Additionally, aquatic plant monitoring data provides insights as to which native species are typically impacted with ProcellaCOR™ treatments. The WDNR's fact sheet on this chemistry can be found here: <https://apps.dnr.wi.gov/swims/Documents/DownloadDocument?id=332109305>

ProcellaCOR™ is in a new class of synthetic auxin mimic herbicides with reportedly short concentration and exposure time (CET) requirements compared to other systemic herbicides. Auxin-mimic herbicides are translocated throughout the plant and suppress growth regulation hormones, so the plant grows uncontrollably at the cellular level which causes mortality.

Traditional auxin-mimic herbicides used to manage EWM, like 2,4-D and triclopyr, require longer exposure times that can be achieved by most spot treatments. Uptake rates of ProcellaCOR™ into EWM were two times greater than reported for triclopyr (Haug 2018) (Vassios et al. 2017). The active ingredient of ProcellaCOR™, florpyrauxifen-benzyl, is primarily degraded by photolysis (light exposure), with some microbial degradation. The active ingredient is relatively short-lived in the environment, with half-lives of 4-6 days in aerobic environments and 2 days in anerobic environments (WSDE 2017). Onterra's experience monitoring herbicide concentrations following ProcellaCOR treatments in Wisconsin confirms the active ingredient typically is below detectable levels within a week after treatment, sometimes slightly longer in whole-lake use patterns. Preliminary research suggests that florpyrauxifen-benzyl may have a different or quicker breakdown pattern in waters with high pH and high biomass of aquatic plants.

Onterra's experience monitoring ProcellaCOR™ treatments indicates that EWM control has been high with almost no EWM being located during the summer post treatment surveys. Some treated sites have shown EWM population recovery two-years after treatment, while most other sites have demonstrated three years and counting of continued EWM reductions to-date. For many ProcellaCOR™ treatments that Onterra monitored in Wisconsin to date, EWM impacts were observed extending outside of the application area and into a basin or semi-defined mixing area. Few projects that were designed as purposeful whole-lake treatments with ProcellaCOR have progressed beyond two years after treatment; however, monitoring to date indicate that EWM reductions are likely to last 3-5 years or more after treatment. Whole-lake treatment designs carry expectations that reduced EWM populations would span somewhere on the order of 3-5 years or more, with eventual population rebound over time. No treatment designs currently exist to fully eradicate EWM from a lake with an established population.

ProcellaCOR has no swimming restrictions associated with it. There are also no fish consumption restrictions. The only restriction is a non-turf irrigation restriction because the product is an herbicide. There is a certain amount of time, days to weeks, that the lake water should not be used to water garden plants and flowers. The time period on the non-turf irrigation restriction is dependent on the amount of herbicide used and the size of the lake. The currently proposed treatment design would result in a five-day non-turf irrigation restriction, or until concentrations of the active ingredient are measured below 2 ppb.

Aquatic Plants

Native aquatic plant monitoring data indicates that northern watermilfoil is highly susceptible to ProcellaCOR™ and other species that have shown a degree of susceptibility to this chemical include water marigold, coontail, white water crowfoot, and water stargrass. Of the species that are currently

known to be impacted by ProcellaCOR treatment strategies, only water stargrass has been located within Silver Lake, however this species has only been documented in one (2015) of the many point-intercept surveys that have been completed over time and is uncommon within the lake.

Pondweed species appear to be largely unaffected by this herbicide, with some lakes having observed increases in species, such as clasping-leaf pondweed, during the years following treatment. Limited data are available for some of the less common aquatic plants such as Vasey's pondweed and dwarf watermilfoil. Onterra's experience is that adjacent populations of floating-leaf species (i.e. water lilies) may initially show signs of herbicidal stress such as leaf twisting (epinasty), but typically rebound a few weeks after treatment including in intentional whole-lake treatment scenarios.

Overall, there are few species in Silver Lake that are known to be sensitive to ProcellaCOR treatments. Post-treatment monitoring through replicate point-intercept surveys will allow for an understanding of any changes in occurrence of native aquatic plants surrounding the timeframe of treatment.

Herbicide Exposure to Larval Fishes

Registration of aquatic herbicides by the US Environmental Protection Agency (EPA) is conducted at short exposure and high concentration scenarios. As the use of aquatic herbicides in whole-lake or whole-basin scenarios have become more common, research on environmental toxicity for long exposure and low concentrations scenarios has followed. Studies conducted by UW-Madison researchers have confirmed impacts of 2,4-D in long-exposure situations when exposure overlapped with specific early life stages of some fish species (G. K. Dehnert et al. 2020), with the first 14 days post hatch being the most sensitive stage (G. K. Dehnert et al. 2018). Specifically, walleye, yellow perch, white sucker, and fathead minnow are fish species shown to be impacted by 2,4-D when larval states are exposed to long exposures. It is important to recognize that published data is not currently available on ProcellaCOR™ impacts to early life stages of fishes; however, the potential for similar sensitivity is high considering it is classified in the same group as 2,4-D due to having an auxin-mimic hormone mode of action.

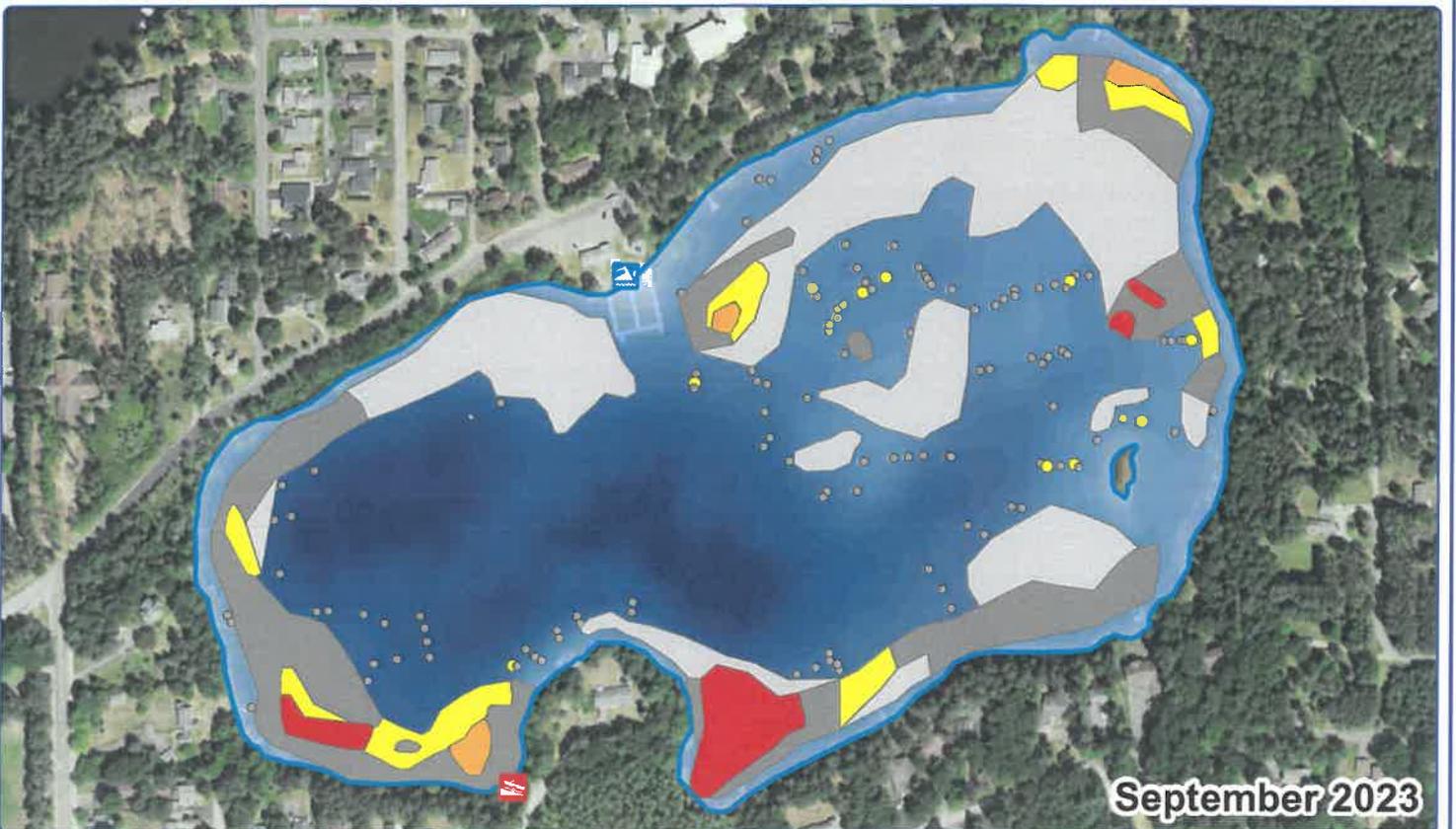
In working with WDNR fisheries biologists and Tribal organizations, some lake groups choose to avoid conducting herbicide treatments until after a species of interest (such as walleye) have progressed beyond the first 14 days post hatch. Operationally, this has resulted in ProcellaCOR treatments occurring during approximately mid-June in many northern Wisconsin lakes. Onterra would work with the regional WDNR fisheries biologist to determine if there is a preferred herbicide timing as it relates to fish spawning.



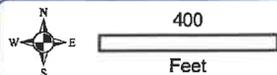
Project Location in Wisconsin



September 2022



September 2023



Onterra LLC
Lake Management Planning
815 Prosper Rd
De Pere, WI 54115
920.338.8860
www.onterra-eco.com

Sources
Roads and Hydro: WDNR
Bathymetry: Onterra, 2015
EWM Survey: Onterra, 2022-23
Orthophotography: NAIP, 2022
Map Date: 12-26-2023 TWH
Filename: SilverV_EWM_2022-23.mxd

Legend

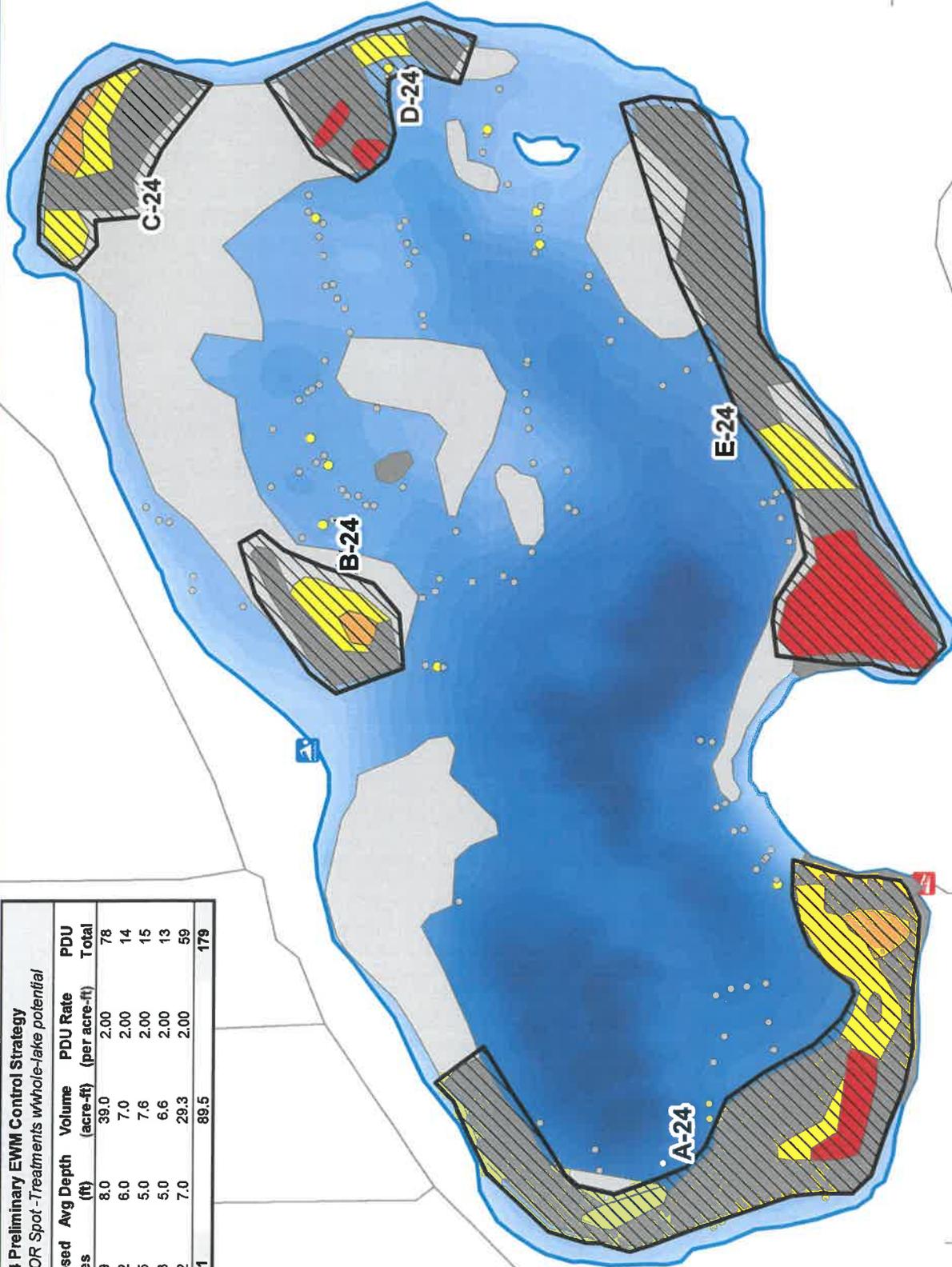
-  Highly Scattered
-  Scattered
-  Dominant
-  Highly Dominant
-  Surface Matting
-  Single or Few Plants
-  Clumps of Plants
-  Small Plant Colony
-  Boat Landing
-  Public Beach

Map 1
Silver Lake
Vilas County, Wisconsin
2022-2023
Eurasian watermilfoil
Survey Results

2024 Preliminary EWM Control Strategy
ProcellaCOR Spot - Treatments w/whole-lake potential

Site	Proposed Acres	Avg Depth (ft)	Volume (acre-ft)	PDU Rate (per acre-ft)	PDU Total
A-24	4.9	8.0	39.0	2.00	78
B-24	1.2	6.0	7.0	2.00	14
C-24	1.5	5.0	7.6	2.00	15
D-24	1.3	5.0	6.6	2.00	13
E-24	4.2	7.0	29.3	2.00	59
Total	13.1		89.5		179

Potential Lake-wide Conc. (PPB)
0.79



Onterra LLC
Lake Management Planning
812 Prosper Road
De Pere, WI 54115
920.338.8800
www.onterra-llc.com

Sources:
Roads Hydro: WDNR
Bathymetry: Onterra, 2015
Plant Survey: Onterra, 2023
Map Date: 9-8-23 - TWH



Project Location in Wisconsin

Legend

- EWM Survey (September 7, 2023)**
- Highly Scattered
 - Scattered
 - Dominant
 - Highly Dominant
 - Surface Matting
- Plant Symbols**
- Single or Few Plants
 - Clumps of Plants
 - Small Plant Colony

- Boat Landing
- Public Beach

Map 2
Silver Lake
Vilas County, Wisconsin
Preliminary 2024
Herbicide Treatment
Strategy

Office of the Mayor

PROCLAMATION:

**Veterans and Families' Expressions Weekend, March 23-24,
2024**

Whereas: the Headwaters Council for the Performing Arts is presenting "Kiss Me Once . . . Stories from the Homefront" by Kathy Kaefer on Sunday, March 24th, 4:00 PM in the Northland Pines High School Auditorium; and

Whereas: Ms. Kaefer will share stories, letters and expressions showcasing the veterans and families who have served during the World Wars; and

Whereas: the Headwaters Council for the Performing Arts has convened representatives of the Olson Memorial Library, the Warehouse for the Arts, the Eagle River Historical Society, the Veterans Services Office, and the Veterans Resource Center who have identified a need to offer assistance to veterans to express their thoughts and feelings about their service; and

Whereas: the Veterans Services Office, the Veterans Resource Center, and the Eagle River Historical Society have organized activities for veterans leading up to and including the weekend of March 23rd and 24th;

Now, Therefore, I, Jeffrey Hyslop, Mayor of the City of Eagle River, by the power vested in me, do hereby proclaim Saturday, March 23rd, and Sunday, March 24th as
Veterans and Families' Expressions Weekend,

And ask our citizens to share with the community their service stories, expressions of art, artifacts, memorabilia, and other media of expression,

And ask the community to continue to create opportunities for sharing and making connections among veterans and their families.

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Eagle River to be affixed.

Jeffrey Hyslop, Mayor, City of Eagle River

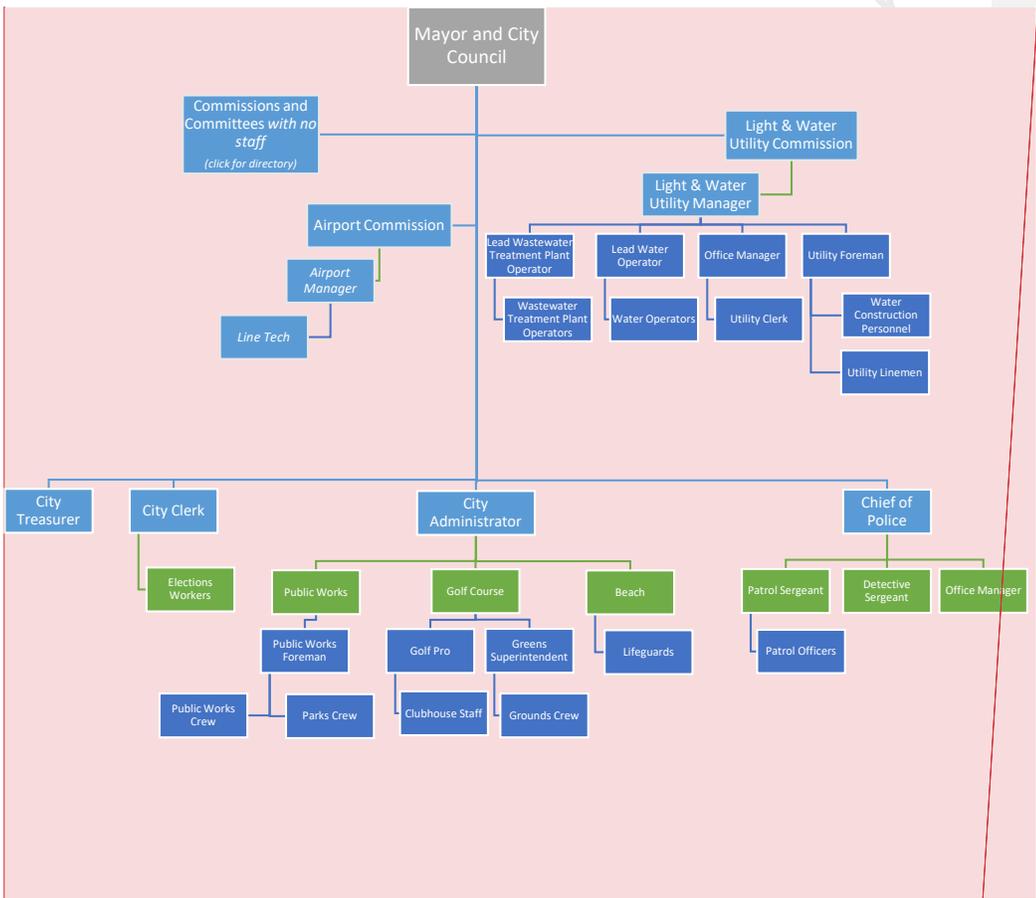


Snowmobile Capital of the World ★ ATV/UTV Capital of Wisconsin ★ Hockey Capital of Wisconsin

Eagle River City Employee Policy Handbook

*Revisions: November 21, 2011
December 12, 2011
May 14, 2013
October 8, 2013
July 27, 2015
July 12, 2016
October 8, 2019
November 12, 2019
November 15, 2022
February 13, 2024*

CITY OF
EAGLE RIVER
Wisconsin
Organizational Chart
 (Updated Feb. 8, 2024)



Commented [RG1]: OK'd by all department supervisors

amount cannot be reduced because of variations in the quality or quantity of your work.

b. Deductions. Deductions from exempt employees' salaries may occur under the following circumstances:

- (1) Absences of one or more full days for personal reasons where you elect not to substitute any accrued leave time, or you do not have any accrued leave time available;
- (2) Absences of one or more full days for sickness or disability if the deduction is made under a bona fide sick leave plan, policy or practice;
- (3) Unpaid FMLA absences;
- (4) To offset amounts you receive as jury or witness fees, or for military pay;
- (5) Disciplinary suspensions of one or more full days imposed in good faith for violations of workplace conduct or safety rules;
- (6) As otherwise permitted by law.

If you believe that we have made an improper deduction to your salary, report this information as soon as possible to the City Treasurer. If we made an improper deduction, we will reimburse you at the next pay date and will take steps to ensure the improper deduction is rectified in the payroll system.

TIME-KEEPING

All employees shall maintain a daily attendance record in the format we provide. This record shall reflect daily your start and end times, including start and end times of your lunch period, overtime hours worked, and all absences for vacation, illness, holidays, use of compensatory time, etc. You must keep an accurate record of your time. You must certify the accuracy of your time report by signing it, or by forwarding it by email for approval to your supervisor. If any corrections or modifications are to be made, both you and your supervisor must verify the accuracy of the changes by initialing the record at the time you are aware a change is needed.

1. Time should be recorded in 15-minute increments and totals recorded in decimal format (example: 12.25 or 16.5). Employees may round their time to the nearest .25 hour. For example, if an employee begins working at 4:37 (7 minutes from 4:30 and 8 minutes from 4:45), they will round down to 4:30. If they begin working at 4:38 (8 minutes from 4:30 and 7 minutes from 4:45), they will round up to 4:45.
2. Reportable hours include any work performed out of the office, or outside of normal work hours, including but not limited to, texting, checking email or doing other job-related computer work or phone calls. Supervisors are not to knowingly permit you to perform work without recording the time. Failure to record time worked violates wage and hour laws and our policies and could lead to disciplinary action. However, you must get permission from your supervisor before working any overtime. Failure to obtain advanced approval for overtime may result in disciplinary action.
3. Accrued paid leave must be used if you are absent from work during your normal work hours. You may only take time off unpaid with approval from the Mayor; you will not be allowed an unpaid absence for the purpose of avoiding the use of accrued paid leave.

Commented [RG2]: This is how Workhorse tracks time - in 15-minute intervals. Mainly affects the golf course.

100% of the first \$1,500 deductible for a single plan or 100% of the \$3,000 deductible for a limited family and family plans. The City of Eagle River employs a Section 105 Health Reimbursement Arrangement (HRA) and involves the following instructions and benefits:

SECTION 105 HEALTH REIMBURSEMENT ARRANGEMENT (HRA) EMPLOYEE INSTRUCTION SHEET

Commented [RG3]: Changes approved by the Council in November 2023

City of Eagle River is continuing a Section 105 Health Reimbursement Arrangement (HRA) to help provide better health care coverage to employees and their families. HRAs are implemented by many employers to help manage increasing health care costs and to provide employees with an incentive to be better consumers of health care. They are working with Diversified Benefit Services, Inc. (DBS) to manage and administer the HRA. The program works as follows:

- You and/or your family members utilize your health plan as you normally would. When you use your health plan, the insurance company will process your claim and send an Explanation of Benefits form (EOB) to you. The EOB form shows the date of service, service provided, cost of the service, amount insurance paid on the claim.
- An Explanation of Benefits form (EOB) will also be sent electronically from the insurance company to DBS stating the amount of services applied toward the deductibles.
- As DBS receives the electronic information, the deductible amounts will be paid directly to the vendor/provider based on your employer's HRA reimbursement plan parameters.
- Prescription drugs are applied towards your deductible. You are required to pay for the prescription at the time of purchase. The HRA will reimburse you directly for prescription drug expenses based on your employer's HRA reimbursement plan parameters.
- If you provide your email address to DBS, all notifications including claims received, reimbursements issued and requests for additional information will be sent to you via email.
- There are no claim forms to file for the HRA. (However, if you have dual health coverage, you must submit EOB forms from the secondary insurance carrier manually along with a signed claim form for reimbursement.)
- The Health Insurance Plan is HSA (Health Savings Account) qualified and prescription drugs apply toward the deductible. Employees may set up a HSA with this Health Reimbursement Arrangement.

HRA Reimbursement Schedule

Plan Year:	January 1 through December 31
Deductible (in network) Level:	\$5,000 Single / \$10,000 Family
Single HRA Reimbursement Levels for the Plan Year	Employee Responsibility
First \$1,600 of in-network deductible expenses:	Reimbursed to the provider at 85%
Next \$3,400 of in-network deductible expenses:	(up to \$2,890)
Family HRA Reimbursement Levels for the Plan Year:	Employee Responsibility
First \$3,200 of in-network deductible expenses:	Reimbursed to the provider at 85%
Next \$6,800 of in-network deductible expenses:	(up to \$5,780)

Commented [RG5]: Increases to out of pocket expense, reducing the overall amount DBA pays per employee per year.

The HRA reimbursement is based on the Employer's in-network Group Health Plan. If you incur out-of-network deductible expenses then the reimbursement is capped at the in network reimbursement level.

Additional Information:

- Employees are eligible for the HRA when they are eligible for and covered under the employers' group health plan. Employees not covered under the employers' group health plan are not eligible for the HRA.
- At the end of each Plan Year there will be a 90-day run-out period in which your claims with dates of service within the plan year will be electronically submitted.
- Any portion of the expense reimbursed by the HRA IS NOT eligible for reimbursement under any other program or by any other source. This includes, but is not limited to, Insurance Plans and Flexible Spending Accounts. Any portion of an expense reimbursed by the HRA IS NOT eligible as a deduction on your income taxes.
- If another source reimburses you and/or a provider (i.e. doctor, hospital, and clinic) for an expense that the HRA also reimburses you for, you are responsible for paying back the HRA Plan.
- Reimbursements are tax-free on your behalf.
- You have the right to waive participation in the HRA program for you and your family. You must waive participation each Plan Year and the waiver must be completed prior to the Plan Year beginning. Please see your Human Resource department for a waiver form.
- Your employer assumes the cost for the Plan's administration.
- This Employee Instruction Sheet is intended only as an overview of the HRA benefits. The HRA plan qualifications and limitations are stated in the Summary Plan Description. The Summary Plan Description determines how the HRA plan benefits will be administered.

Commented [RG6]: This is a new clause, allowing employees to opt out if they wish. Otherwise, the other bullets remain the same.

If you have questions on the program, please call DBS at 1-800-234-1229.

DBSbenefits.com

- Jury/Witness duty pay does not count as hours worked for the purposes of overtime calculation.

HOLIDAYS

- Regular full-time employees are eligible for holiday pay at two times their normal hourly rate for hours worked on a recognized holiday.
- Days Granted:

<i>New Years' Day</i>	<i>Thanksgiving Day</i>
<i>Friday before Easter</i>	<i>Day after Thanksgiving</i>
<i>Memorial Day</i>	<i>Christmas Eve Day</i>
<i>July 4th</i>	<i>Christmas Day</i>
<i>Labor Day</i>	<i>New Year's Eve Day</i>
- Holidays Falling on Weekends: Should any of the above listed holidays fall on a Saturday, the previous Friday shall be observed as the holiday; and should any holiday fall on a Sunday, the following Monday shall be observed as the holiday. When Christmas Day and New Years' Day fall on a Saturday, the preceding Thursday shall be observed as the Christmas Eve Day and New Years' Eve Day holidays. When Christmas Day and New Years' Day fall on a Sunday or Monday, the preceding Friday shall be observed as the Christmas Eve Day and New Years' Eve Day holidays.
- ~~Employees working in the City Treasurer's office shall receive all of the holidays above except the observed holiday for New Years' Eve Day. New Years' Eve Day, or the last business day of the year, shall be a regularly scheduled work day and City Treasurer's Office employees will be allocated one (1) additional personal day per calendar year in lieu of New Years' Eve Day.~~
- ~~4.~~ Full Time Golf Course Employees receive all of the holidays above except Memorial Day, July 4th, Labor Day and the Friday before Easter – they are granted one additional personal day in lieu of each holiday listed in this section.
- ~~6-5.~~ Holiday pay does not count as hours worked for the purposes of overtime calculation.

Commented [RG7]: Per Becky and Cory, this is unnecessary.

UNPAID TIME OFF PROVISION

- The Mayor may grant unpaid time off without pay for personal reasons. Such unpaid time off will be limited to three (3) calendar days per year. Requests for unpaid time off without pay for three or less calendar days shall be made by written application and submitted at least two (2) working days prior to the anticipated leave.
- Unpaid time off can be granted when all other paid time off is exhausted.
- Unpaid time off will depend on the business needs of the City of Eagle River.
- Also refer to the Family Medical Leave policy in this manual.
- Requests for a longer unpaid time off without pay, the employee shall request authorization from the Common Council or Utility Commission.
- Employees on unpaid time off without pay may continue to participate in the group insurance programs by paying the applicable pro rata premiums to the City Treasurer.

CITY OF EAGLE RIVER MONTHLY POLICE CHIEF'S REPORT

February 2024

Presented to: Mayor Jeffrey Hyslop and the City of Eagle River Common Council

Prepared by: Chief Christine Dobbs

CURRENT ACTIVITY:

During the month of January our officers investigated 105 offenses. A total of 10 cases were cleared by arrest or referred for prosecution. A total of 3 new cases were added to our active investigation caseload. A total of 1 cases were placed in inactive status and 1 incidents unfounded. The remaining cases have been closed without arrest or referred for review to the District Attorney, Juvenile Intake or another agency. Our active investigation caseload is presently 3 cases under continued investigation. In addition to calls with sufficient detail to report below, the following reflects the numbers and types of calls for service:

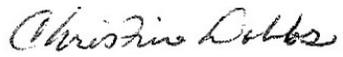
Alarm	4	Missing Person	1
Ambulance or Medical Assist	8	Not Classified	2
Animal Problem	5	Obstructing Justice	1
Assault, Police, Simple	1	Parking Problem	2
Assault, Simple	1	Probation/Parole Violation	5
Agency Assist	3	Suspicious Person/Circumstance	3
Bail Jumping	2	Property Watch	1
Business or License Violation	2	Search Warrant	1
Citizen Dispute	3	Traffic Accident, Hit and Run	1
Custodial Interference	1	Traffic Accident, Prop Damage	4
Citizen Assist	10	Traffic Accident, Pers Injury	1
Con Subst/Possession Marijuana	1	Traffic Hazard	4
Controlled Substance/Possession	2	Threatening	1
Disorderly Conduct	11	Traffic Offense	2
DUI Alcohol or Drugs	1	Theft, Property, Shoplifting	2
Domestic Violence Offense	1	Utility Problem	2
False Alarm	2	Welfare Check	13
Fire	1		
Failure to Appear	1		
Information	5		
Lost or Found Property	3		

A total of 25 traffic stops were conducted resulting in a total of 18 citations or warnings being issued. The following reflects the numbers and types of citations or warnings being issued:

Exceed zones and posted limits	2
Fail to stop-stop sign	3
Improper display plates	2
Non-registration auto	2
Operate after suspension	1
Operating MV w/o insurance	2
OWI 4 th Offense	1
Retail Theft	1
Unreasonable & imprudent speed	1

Our department took 11 people into custody and booked them into the Vilas County Jail.

Respectfully submitted,

A handwritten signature in cursive script that reads "Christine Dobbs".

Christine Dobbs
Chief of Police

City Administrator's Report

February 2024

Submitted by Robin Ginner

Admin/General

This month was a bit of a whirlwind, coming back from the holiday break, then having to shoot down to Illinois to help my sister post-eye surgery, I feel like the entire month of January was a blur.

CLA reached out with an update on their TID audit, and to request additional documentation and clarification on items they had questions on. The questions mostly came from the period of 2012-2020 and pertained to transfers between the utility and the City, and the allocation of funds to a specific TID or the City general fund. It was also determined that during the 2020 audit the former auditing firm did not update the TID reports – they just changed the date. I worked with Baird and L&W and got the information over to CLA so they can continue their work, and hopefully have it completed with the appropriate adjusting journal entries by the time the 2023 audit commences mid-February.

We met with Baird on-site to begin working on our budget timeline, the policies that need to be written, formatting of our capital improvement plan to be more all-encompassing, and strategies for our TID revenue. Becky and I bombarded Adam from Baird with a number of questions on the TID, and determined that, regardless of opinions previously presented, that 100% of the revenue brought in needs to be used to pay down the debt and pay the City back for funds used to pay debt payments over the past few years. We will be presenting more concrete policies to the Council in the coming months, as well as an overview of the budgeting timeline and process that we will be using to build the 2025 budget, and all budgets moving forward.

I received an email from Bayfield's City Clerk about whether we might be interested in signing on to try to prompt a change to the PRAT tax percentage. After talking to the Mayor about it, I responded with some thoughts he had. Once they see what other municipalities might be interested, I suggested a round table meeting with those munis to discuss the issue further. I haven't yet heard back from her.

Departments/Committees/Commissions

Affordable Housing – We don't have a meeting scheduled at this time to follow up after our initial meeting of the committee. However, I did have a conversation with a gentleman on the committee who works to find interim housing for single mothers and their children who are currently homeless in our community. We talked about the existing ordinance limitations, the cost of property, and how to accommodate the need for low-cost housing for a sub-section of our community in desperate need. He will be approaching the Planning Commission in the coming months to see if there is a way to work together to make exceptions to zoning to allow for a higher-density development to help house these families.

Airport – In the past month we've had two potential tower construction projects that would affect the minimum descending altitude to the airport approach. One by an increase of 40 feet, the other by an increase of 100 feet in altitude. At the request of Rob Hom, we sent letters to the FAA opposing both tower projects.

Golf Course – I had spoken to two restaurateurs regarding leasing the golf course restaurant. Proposals were due on Jan. 29, but only one of the two submitted a proposal. I reached out to the second group, but they didn't have a firm confirmation for a chef, so they opted not to submit the proposal rather than rescind it after the fact. In the packet you will see a draft lease, and the proposal from the individuals I will be recommending for a two-year lease. They have a successful and popular restaurant in Conover, and in checking their references, I see nothing that would raise any red flags on granting them the lease. We will have a closed session at the end of the meeting to negotiate any fine points and sign the lease at the approval of the Council.

There was a spike in energy usage at the clubhouse that began on January 2. Mike Sanborn helped Tony and me identify a couple of things that were running. The spike essentially tripled the number of kwh being used. Once the two items had been identified and turned off, the energy usage is back down to approximately 10 kwh/day. So, a big thank you to Mike for helping us get that figured out!

Tony has gotten his list of 2023 pass holders to me for the coming year's pass mailing. That letter will be going out in mid-February.

Public Works – With only a few instances otherwise, it's been a very quiet winter so far for the guys. We only experienced four snow events totaling less than a foot altogether, and they did their usual clean-up and got the streets and sidewalks cleared, including drifts along the road edges and salting/sanding the streets during the deep freeze. With the Snowmobile Derby being run the one weekend, they also dropped barricades off to help with traffic flow.

There were two sewer calls, one on Division Street, the other on Wall and Fifth, both of which were run and determined to be clear on the City's side. The instance at Wall and Fifth ended with an emergency locate so the plumber could dig out into the road right-of-way on Fifth to see if they could determine where the problem was.

Jared will be undertaking the training and certification for Sanitary Sewer Collection System. This was a certification required by the DNR for the Wastewater Treatment Plant. Because the sewer is technically the City's and managed by DPW, a member of that crew is required to be certified. Since Jared will likely be here the longest, he drew the short straw and will be doing an online class in March, followed by the certification exam. Since Jared's primary job is parks, when we hire the next individual to replace a retiree on the crew, it will be a requirement of that position to undertake the training and certification.

Jared also met with the Town of Washington to talk about buoys ahead of the 2024 summer season – which seems closer now than it probably actually is.

Last month I told you about a trash issue in the alley between First and Second Streets, just north of Wall. The DPW crew removed the accumulated trash, which completely filled the dumpster behind City Hall. It has just been dumped by Republic the morning they

cleared the trash, and the accumulated garbage filled our dumpster to overflowing. DPW came back and pushed it down so Mary had room to get the week's worth of City garbage in the dumpster. My understanding was the property owner was to be visiting in January to get things straightened out, so hopefully this was a one-time occurrence.

Otherwise, the DPW guys have been busy organizing their shop, tending to their vehicles, and trimming branches around town. We'll see what the rest of the season brings in terms of winter weather.

River Trail – After the January Council meeting, I had a couple of conversations with individuals involved in the River Trail – both in planning and on the committee level. I will be meeting in early February with Mike Robillard and Dick Leinenkugel to discuss the requests made by the Council so GHT can get to work on figuring out next steps on the alternative routes and cost estimates.

Zoning/Planning – Mike, Moe and I met with Don Tomlanovich on his housing development at Ohio and Adams. The City owns an 18' wide strip of land along Ohio that will need an access easement for the homes and utility connections. Don is going back to the drawing board with the surveyor to try to produce a better design for the property layout to minimize the number of easements needed through that strip of land.

The three of us also met with Phil regarding the utility connection for the Riverdale subdivision. TD Biegel will be meeting with us to go over their plans when they get them finalized.

I met with Phil regarding the Tamarack Street Extension/Reudebusch sale. In regard to whether the road project is a viable project, technically, yes; however, the cost would be at least triple what REI estimated in 2008, making it a minimum of \$2.1 million. In addition to the cost, there are significant wetlands on the property that would need to be filled in, which would be very expensive, and could undermine the stability of the roadway in high water years. While the road *could be* built, it's not recommended by MSA. They feel there's absolutely no advantage to building this road now or in the future given the cost and the environmental challenges. Additionally, Mike Sanborn is still on the fence as to whether he's comfortable giving up any future utility right-of-way. So, between the plans for the property in flux with the developer, and the utility department not really wanting to cede that property, it seems like the sale of the strip of land to Mr. Reudebusch is not a favored action. That said, I believe we do still want to pursue the quit-claim on the property so it remains under the control of the City, but not pursue sale of any portion of the property to Mr. Reudebusch or any other private property owner that abuts the parcel.

2024 Projects

2025 Spruce/Third Project – MSA determined that a stretch of sidewalk on Third Street is over the property lines and situated partially on private property between Division and Spruce. I've reached out to the two property owners and provided them with a copy of a temporary easement to access their front yards to remove the existing sidewalk to move it wholly onto the right-of-way. The easement will be approved by the Council at the

February meeting. Neither property owner had an objection to the easement and came in to sign the paperwork.

Moe measured the storm drainpipe at Main and Spruce for the MSA plans. Phil, Mike, Moe and I met in early February to talk through the utility requirements and look at the draft plans for the project.

The Clean Water grant applications have made it to the next level of approval with the DNR. During our meeting, Phil wanted to let us know that principal forgiveness with the Safe Drinking Water program may or may not be available for this project. In the past year, the DNR has received triple the number of applications because of PFAS contamination, and there may not be enough money for principal forgiveness. We will have to wait and see. Either way, the City would still be eligible for low-interest loans at the rate of 1.287% – 1.357%, depending on the length of the repayment period.

Clerks Report January 2024

Elections: There is no February Spring Primary contests for the City of Eagle River so we will have April 2 – Spring Election & Presidential Preference Primary, August 13 – Primary Election, and November 5 – General Election. Wisconsin Elections Commission and WisVote have created a new software platform, ElectED, for training resources and tracking of election inspectors required training hours. The platform is still a bit buggy, but gives me an electronic place to maintain all these records. The online training modules can now be accessed by poll workers directly and reported to me electronically, allowing those who cannot attend in person trainings the opportunity to view webinars. Each poll worker has their own account and must view and test out of the trainings for training hours credit. The inspectors who were appointed for the 2024-2025 term had received paperwork for completion including their State required oath. Most have returned but I still have a few outstanding. No inspector can work the polls without completing required training, have a notarized oath on file, and have HR paperwork filed with the Treasurer.

Vilas County put on an election round table training for all Clerks and Chief Inspectors in the area. It was great to discuss procedural items with other municipalities. The County is now requiring each Clerk to enter all registrations directly into WisVote. This was formerly done by the County as we are “reliers”. Throughout the year, entering registrations into WisVote has been done by me however, election day registrations were always forwarded to the County. I am working on how to implement this as it’s time consuming on election day and not something I am comfortable assigning to our registration officials. My plan is that once Cory completes the WisVote training for WisVote access, I can use Cory as Deputy Clerk to assist in election day registration data entry into the State system.

Liquor Licenses:

Wisconsin Act 73, passed in December, is bringing some changes to the State Alcohol Statutes. The State will begin to offer State level operators licenses (Municipalities will continue to be allowed to issue). The renewal applications are once again changing as the State has created a whole new type of license for event venues. Chapter 125 had a major overhaul, some of the regulations go into effect in May and some not until 2026.

Andy Lichtfuss of Andy’s Pontoon Saloon submitted all required forms for a Class “B” Beer and “Class C” Wine license. Andy will be available at the 2/13 Council meeting to present his application and business plan. He’s been in the office regularly updating us on his project and I am excited to see this application come through, looks like a fun addition to the downtown area. All City Ordinances were supplied to Andy and reviewed with him. The application premise description includes an outdoor area and Andy has the intention of providing live outdoor music (mild). WRJO’s street dance is typically held on Thursday evenings though I haven’t received their annual application for specific dates, typically July through mid-August.

I've included the Ordinance on alcohol in City Streets and the Noise Ordinance in the meeting packet for your review. Robin has worked with him on Zoning regulations. Chief Dobbs has been in on the discussion with Mr. Lichtfuss on his plans. I believe we are satisfied that his business plan falls within the parameters of our Ordinances.

I am again working with the owner of AmericInn (Formerly Super 8) and Days Inn on liquor licensing. He is actively pursuing the purchase of two Class B combo licenses (which we have none) and is willing to try to purchase from a neighboring municipality. Legal Counsel from the League has confirmed that beginning May 1, 2024, licenses can be purchased from any municipality within Vilas County. The transferring municipality would set the fee, not to be less than \$10,000. The City would issue the annual license and collect the annual fee as normal. If it ever is surrendered, the negotiated transfer fee for the license would go to the transferring municipality.

Operators Licenses: License applications continue with minimal new applicants. I did have to revoke one provisional license as the applicant failed to accurately report on a required portion of the application. The applicant has been instructed to complete the required portion of the application and return to the Clerk or Police Department to continue with the process. I do not yet know the particulars on the State offering their Statewide operator's license, but I believe it is intended to be launched in May 2024.

I've included Resolution #1031 on the 2/13 meeting agenda to increase the charge for the City of Eagle River two-year operator's license from \$20 to \$30. The amount of staff time to issue both operators licenses and provisional operators licenses, coupled with background check fees, were calculated and the real cost to produce is around \$30. This figure is in alignment with what our neighboring municipalities charge. The effective date would be April 1 and with the State beginning to issue State Operators Licenses, I suspect we will see a decline in licenses being processed.

Permits/Licenses: With the lack of snow, we received another application to postpone the Vintage Snowmobile Race at the WCD Complex. They are rescheduling from February 7-11 to now run concurrently with World Series Race on Feb 21 – 25, hopefully the weather will cooperate. NPSD does not have any conflict with the change in dates.

Rotary has supplied an application for their Antique Show and Sale at the Derby Complex, August 2-3.

The Chamber has submitted their 2024 event permits including a waiver request for Direct Sellers permits/fees.

All events are compiled/updated into a document that is shared with all department heads, ERRP, the Chamber and the fire department for planning.

NAN Refinance: We are working with BAIRD and Quarles and Brady for the re-financing of the ERLW Nan, including census questionnaire on taxes and levies back to 2019. John from ERLW and I worked to confirm the NAN balances provided to BAIRD. I've completed the Quarles and Brady supplied Open Meeting Law Certificate, Tax Questionnaire, Muni Information Questionnaire, and will complete the Excerpts of Minutes after the 2/13 meeting to support the approval of Q&B supplied Bond Resolution.

Budget: Adam Ruechel from BAIRD was in the office at the end of January to begin work on the city budget process and financial planning. We had some great discussions on taxes and debt. I am so thankful for the Councils approval to bring them in for assistance on this process. I have also provided budget information on the TID's to CLA.

Leases & Agreements: The parking area that we lease from ERRP (behind the movie theatre) has been paid for the next 10 years at \$1.00 year, expiring 12/31/2033.

Garbage: All tenant/hand bill residents have been paid in full. Don Scharf requested a refund from his tax bill special charges for garbage collection at 1427 Silver Lake Road citing he did not have pick up that location. Republic Services maintains that pickup was happening at this location but could not confirm through weekly pickup reports, we suspended the location from the Republic list and a request for refund has been supplied to the Treasurer for 2024 services.

Insurance: We have had one new workers comp report of injury, but no claim has been opened. I have continued with follow-ups on previous claims that are still open.

PILOT Agreements: All PILOT agreements have been paid in full for 2023.

Special Assessment Requests: I have had no Special Assessment Requests since the previous council meeting.

Open Records Requests: We have received two small open record requests this month regarding elections and a couple on the River Trail.

Room Tax: Accommodations permit applications have been coming in for issuance. I am still receiving 4th quarter payments for processing and annual reporting. I have quite a few still outstanding and assume the economic hit caused by the lack of snow is causing some of the delays.

Department of Revenue Form Filing: As requested by the DOR, I filed an amended Liquor License Report, Form AT-827. Although this is an annual report due mid-July, the DOR requested all municipalities amend their report to include the latest license information for a real time listing for their use with the changes in the Alcohol statutes.

Notices/mailings to tax exempt property owners have been produced for the DOR Tax Exemption Form PC-220 submission to the City, due to be mailed mid-February, and due back

from property owners March 31. Once all are received, they will be sent to the Assessor and then back to me for the DOR filing of the annual Form PC-226 Tax Exemption Summary.

We received a DOR notice in January that the Golf Course was being audited for the purchasing and use of non-taxable gas from 2018-2023. The audit information was submitted, with Kyle supplying backup documentation for equipment usage, and the audit was closed without incident on January 30.

DSPS Filing: The 2023 annual injury report was filed with the Department of Safety and Professional Services for both the City and the Golf Course, and posted by February 1, as required.

Meetings: Following the January meetings, all licenses and permits were produced, mailed/mailed to the applicants. January council meeting minutes were published. All Clerk items were added to the February agenda. All Clerk supporting documents for the February Finance and City Council meeting were prepared and supplied for Robins meeting binder. I also Clerked for the Planning Commission meeting. Draft minutes were completed for the Finance Committee, Regular Council, and Planning Commission meetings. All Eagle River agendas were posted onto the bulletin boards, sent to the email distribution list and posted onto the website, along with all Vilas County, ERRP, NPSD, Airport, and LVG supplied agendas posted on our bulletin board.

Taxes/Assessor: The process of converting the airport hangars from personal property to real estate for tax purposes continues. Rob has updated the Airport Commission, and we are in the process of securing Greg Maines to survey the hangars to provide acceptable metes and bounds legal descriptions as required to record the BFI form.

City Hall: I have continued with the closing out of 2023 and opening of 2024. It's going to be a good year 😊.

Becky J Bolte
Clerk – City of Eagle River

CITY OF
EAGLE RIVER
Wisconsin



*Celebrating 100 Years
1923-2023*

**Request for Proposal
Municipal Marketing and Branding Initiative
Eagle River Municipal Golf Course**

Issue Date: February 15, 2024

Due Date: March 22, 2024

Submit To: Robin Ginner
City Administrator
rcginner@eagleriverwi.gov
www.eagleriverwi.gov
www.eaglerivergolfcourse.com

Table of Contents

REQUEST FOR PROPOSAL.....	3
PURPOSE OF RFP	3
SPECIFICATIONS OF RFP	4
ELIGIBILITY	4
SCOPE OF WORK.....	5
SPECIFIC PROPOSAL PREPARATION INSTRUCTIONS.....	5
EVALUATION CRITERIA	6
ATTACHMENT A.....	7
Proposal Response Form	7
Non-Collusion Affidavit:	7
Code Of Ethics:	7

REQUEST FOR PROPOSAL

The City of Eagle River is accepting proposals from qualified firms or individuals to manage the marketing and media services for the City-owned eighteen-hole Eagle River Golf Course, 457 McKinley, Eagle River, Wisconsin. Interested individuals or firms may obtain proposal documents and details from the City Administrator at the contact information below, or by visiting the City's website at www.eagleriverwi.gov.

An optional pre-proposal meeting can be arranged upon request by contacting the City Administrator.

Sealed proposals must be submitted to the address below no later than 11:00 a.m. on Friday, March 22, 2024, according to the requirements of the bid packet. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

City of Eagle River
Attn: Robin Ginner, City Administrator
525 E. Maple Street, PO Box 1269
Eagle River, WI 54521
rcginner@eagleriverwi.gov
www.eagleriverwi.gov
www.eaglerivergolfcourse.com
Office: 715-479-8682, Ext 227
Cell: 715-525-2666

The City reserves the right to waive informalities or reject any part of, or the entire proposal, when said action is deemed to be in the best interests of the City.

PURPOSE OF RFP

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a lump sum contract through competitive negotiation with a qualified firm with solid experience in media and marketing, message/positioning development, and identity/branding including development of social media marketing, traditional marketing, and website management.

The City of Eagle River's Municipal Golf Course is seeking the services of a marketing firm to drive business attraction and retention, position the golf course as a desirable place for recreation, and enhance general perception.

SPECIFICATIONS OF RFP

A. PURPOSE

1. The City of Eagle River requests proposals by qualified firms to manage and implement all aspects of a marketing plan for the City of Eagle River’s Municipal Golf Course. Responses to this Request for Proposal (RFP) will provide the City with the information required to assess, evaluate, and select a consultant based on prior experience, qualification, methodology and approach, and work performed in similarly sized clients. It is important to note that this brand will be used primarily as an identity for the City of Eagle River’s Municipal Golf Course.
2. The primary goals/objectives to be achieved by the marketing initiative include, but are not limited to:
 - a. Uniformity – The marketing should convey a common message and image to audiences both within and outside the City of Eagle River. A defined message that will market the City of Eagle River’s Municipal Golf Course locally, statewide and nationally as a great place to recreate and enjoy the restaurant/bar.
 - b. Community Identity/Pride – Identify and promote what makes the City of Eagle River’s Municipal Golf course distinct and appealing in a regionally competitive environment for visitors and residents.
 - c. Flexibility – The brand must be flexible and adaptable in order to meet the needs of the golf course and restaurant/bar, while maintaining consistency with the overall brand. It must also be flexible enough to grow and evolve along with any changes in the market.
 - d. Endorsement – The brand must be authentic and resonate with leadership in the City of Eagle River and with community identity in the greater Eagle River area.

ELIGIBILITY

1. The consultant should specialize in project management, research, marketing, and creative design as it relates to the continued development of a brand. To be eligible to respond to the RFP, the consultant must demonstrate that it is a firm with experience with municipal and/or golf course branding initiatives. Priority will be given to those firms that have experience with local governments in this type of work.
2. The City of Eagle River desires to issue a contract to a single qualified consultant to manage the overall market needs of the golf course. Consulting proposals based on a consortium approach where more than one firm will provide support within a consulting team are acceptable with a single project manager point of contact.

SCOPE OF WORK

1. Project Management – The consultant will lead all aspects of the City of Eagle River’s Municipal Golf Course marketing and branding initiative, including the following:
2. Advisory to the Golf Pro and City Administrator (“management”). Meetings throughout the process will be required.
3. Research – Research will be the basis for the development of a brand concept, creative elements, messaging/positioning and the overall brand initiative. The consultant will create and implement a brand research plan, which will include qualitative and quantitative research with key publics to identify the following:
 - a. The key elements of the City of Eagle River Municipal Golf Course.
 - b. Analysis of competitor marketing strategies.
 - c. Measures that will be used to determine if the branding effort is successful.
4. Creative/Development of Brand – The consultant will develop creative elements that include design concepts, messages, brand statement, tagline, and other products to support the overall brand initiative. A minimum of three distinct creative options must be presented, based on the results of the research. The selected design will be delivered, with the final option delivered with a style manual and guidelines for use and the capability of use in the following
 - a. Print and electronic advertising
 - b. Website design and management
 - c. Media placement
 - d. Social Media management
 - e. Public relations
 - f. Templates
5. Implementation Plan – The consultant will develop an action plan for implementation of the brand in sufficient detail to allow Management to understand the approach and work plan. An Action Plan should include, but not be limited to the following:
 - a. Estimated costs/budget associated with the implementation process.
 - b. Proposed timelines for development of creative elements.
 - c. Recommended positioning logo and brand guidelines.
 - d. Implementation plans for brand identity applications and brand identity maintenance plan.

SPECIFIC PROPOSAL PREPARATION INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that the City may properly evaluate the capabilities of the firm to provide the required Services and Results.

The Firm shall submit one (1) electronic copy by email to rcginner@eagleriverwi.gov, or by emailing a link to a file sharing platform. Please do not send hard (paper) copies by mail.

1. A description of the firm’s capabilities and experience conducting similar plans. Include

a description of the firm, its organizational structure, location of the principal office and the location of the office that would manage this project.

2. A summary of professional qualifications and experience of the individuals the firm would assign to the project and their individual project responsibilities. Indicate whether these individuals have worked together on previous projects. Indicate each individual's current commitment, availability to start this project in Q1 2024 and percentage of time that they will be assigned to complete their project tasks on this job.
3. Specific plans or methodology to be used to perform the services with timeline proposed for each phase of the project. Include a description of community engagement efforts included and deliverables proposed.
4. Estimated timeline for completion through implementation.
5. References (names and contact information) for clients for which the firm performed projects of a similar type and size within the last five years. Describe in detail, each projects outcome and the process your firm used to achieve those outcomes. Reference letters are recommended.
6. A work sample of a completed project(s) that is representative of the work proposed for the City.
7. Proposal Lump Sum Fee (not-to-exceed) for this project. Provide a detailed cost for each phase of the project, including but not limited to, the number of meetings with stakeholders, travel expenses, and document production costs.
8. Proposed engagement agreement with terms and conditions.

EVALUATION CRITERIA

Proposals will be evaluated by the City using the following criteria:

1. Qualifications and experience of the firm and individuals to be assigned to this project in providing requested services.
2. Specific plans or methodology to be used to perform the services.
3. Reference letters from other clients.
4. Quality of illustrative examples.
5. Proposed Lump Sum Fee.
6. All qualified submissions received by the deadline will be analyzed by the City according to the criteria outlined in this RFP. Failure to comply with the provisions of the RFP may cause a proposal to be rejected.
7. The City reserves the right to (a) accept or reject any/or all submissions of proposals; (b) to waive any irregularity, technicality, informality or discrepancy in a proposal; (c) accept any alternative submission of proposals presented, which in its opinion, would best serve the interests of the City; (d) give full and proper evaluation of the Vendor or team presenting the proposal.
8. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final.

ATTACHMENT A

Proposal Response Form

BID / PROPOSAL NO: ERGC-2024 DATE DUE: 03/22/2024
DATE ADVERTISED: 02/19/2024 TIME DUE: 11:00 AM
NAME OF PROJECT: Media and Marketing Services for Eagle River Golf Course

The Respondent acknowledges receipt of the following Addenda:

- Addendum #1 _____ (Initial/Date)
- Addendum #2 _____ (Initial/Date)
- Addendum #3 _____ (Initial/Date)

Non-Collusion Affidavit:

By submission of this proposal, the Respondent certifies that it is being submitted without any collusion, communication, or agreement as to any matter relating to it with any other respondent or competitor. We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

Code Of Ethics:

I / We have reviewed a copy of the City of Eagle River’s Code of Ethics and agrees to adhere to the Code in any and all work as a representative of the City. Yes _____ No _____ *

***Respondent is advised that the City of Eagle River cannot consider any bid or proposal where the bidder has not agreed to the above statement.**

_____ Type or Print Name of Individual	_____ Doing Business as (Trade Name)
_____ Signature of Individual	_____ Street Address
_____ Title	_____ City, State, Zip Code
_____ Date	_____ Telephone Number / Fax Number
_____ Email Address	_____ SS # or TIN#

Proposal for the lease of the Eagle River Golf Course

Prepare by Blaze Champeny

Table of Contents

Brief Summary 3

Proposal Contacts 4

Statement of Approach 5-6

Cash Flow Analysis 6-7

Statement of Qualification 7

Business References 7

Financial References 8

Brief Summary

Blaze and Edward Champeny would respectfully like to propose leasing the Eagle River Golf Course restaurant. The father and son have been in the restaurant business for 7 years with the WILD TURKEY SMOKEHOUSE and believe they could turn the Eagle River Golf Course restaurant into a very successful restaurant for the golf and local community. The two owners would like to call the new restaurant, Turkey's Club House, with approval. Their current restaurant is well known in the community for hand trimmed and smoked meats, craft style drinks, fresh homemade side dishes, and dough to pan homemade Detroit style pizza.

Their plan would be to have a similar style menu of sandwiches, wraps, pizza and appetizers for lunch and dinner and add Friday Fish Fry and Saturday Prime Rib on those specific days. In the mornings they will be offering breakfast sandwiches, freshly made doughnuts, great coffee and other breakfast beverages both alcoholic and nonalcoholic. The morning carts would be out no later than 8 a.m. and stocked with hot food and drinks. Blaze and Ed have catered 2-3 events a year at the golf course in the past couple years and could see that expanding rapidly.

Allowing financially stable, reliable, consistent and reputable business owners benefits the Eagle River Golf Course in many ways. The first reason is it allows the customers to trust that the amenities will be available when and how they expect them to be. The second reason is the quality of the business is on par with what you have created with the pro shop and maintenance of the course and expectations are met for customers. Thirdly, all maintenance and building care is done how and when it's supposed to be, so that it lasts for years to come. Lastly, having a successful business allows the business to be able to give back to the community, customers and employees, which only builds the businesses around it and the community it's in.

Proposal Contacts

Owner

Edward Champeny

715-891-9207

edwardchampeny@yahoo.com

3682 Champeny Lane

Conover WI 54519

Owner

Blaze Champeny

715-891-9209

blaze@witpros.com

Manager

Jill Delcorps

262-206-3317

bhawlove@gmail.com

Statement of Approach

Blaze and Ed have created a very successful restaurant business model in Conover, Wisconsin by having fresh food that's homemade and consistent while being open 7 days a week. The plan for Turkey's Club House would be the same 7 days a week following the criteria in the lease for opening dates and times and most likely expanding it both at night and in the mornings as needed. Catering would also be much easier and more cost effective for smaller groups when previously the minimum was 50 people, now it could handle any size group because they are on premises. TC (Turkey's Clubhouse) would encourage take outs and at table and bar dining.

The restaurant would serve the 5 top selling items from their current menu, that can be sandwiches or wraps which include, smoked pulled brisket, smoked pulled pork, smoked chicken wings, fresh ground burgers, and pizza. Some of the daily specials might include Rubens, ribs, Italian beef, tacos, fish, and prime rib. TC will have homemade sides including baked beans, tuna salad, potato salad and soups. The morning menu will have fresh doughnuts, breakfast sandwiches, and breakfast drinks.

The bar carts will run full time and always have food and alcoholic/non drinks on them. We will have licensed bartenders on them for alcohol sales that will be trained in food preparation and safety.

The bar itself will have craft and domestic beers, and a large selection of liquor to choose from. TC will utilize the local and statewide breweries and distilleries as much as possible along with the local favorites. The bar will have fountain and bottle soda service for customers.

Some of the capital investments TC sees are custom coolers, initial liquor and food orders, and marketing. In order to keep outside products from coming in we will provide coolers for the patrons that will only be the ones allowed on the course. To help with all initial orders we have a great relationship with vendors, which will lessen the burden of the capital investment. Blaze and Ed also own the equipment necessary to cook the new menu because of this equipment needs are met and require no additional expenditure. TC plans for marketing are social

media, multiple new signs made, radio ads and ads in local print. Total capital investment is budgeted for \$30,000.

The owners believe they will only be as successful as the people they hire. Jill Delcorps managed the bar and restaurant at the major golf course in Lake Geneva. Jill started out working her way up from beverage cart, to catering to bartender and then managing. In the last 4 years there she managed it all and will be a great addition to the TC, above and beyond that she is a wonderful person and a great golfer which helps understand the clientele's needs. The cooking needs will be met by one of our in-house cooks we are looking to promote to cooking manager named Coral. Coral has worked her way up to lead cook two days a week and has mastered our menu and comes up with new food ideas daily. TC will hire licensed bartenders as needed for the carts and bar, always remembering we have many already employed part-time at the owner's current business to draw from.

Cash Flow Analysis

Cash flow at this point is only an estimate and is made using current costs of doing business with and an alike business the owners have.

Expenses 5 months:

Rent 1500

Employees 64,000

Food Cost 80,000

Liquor 20,000

Maintenance gas 10,000

Utilities 10,000

Marketing 5,000

TOTAL 38,100 per month

Break-Even

\$38,100 x 3 would be \$114,300 of revenue.

Expected Revenue by year 2

\$38,100 x 4 would be \$152,400

The average customer spends \$26.50 it will take 147 customers a day or 11 per hour, in a 30-day period to break even. Remember that these are projections using the high end of the expenses from the current business.

In two years, we expect the revenue to grow by one factor giving the owners a \$38,100 income.

Statement of Qualification

Blaze and Ed Champeny have run a successful restaurant for over 7 years and have an excellent relationship in industry and the local community. Jill Delcorps is currently one of the managers at their current restaurant and will be switching over to run the Club House. She has a food service license and bartending license. If there is ever a moment of need Blaze and or Ed can accomplish any of the needs of the restaurant.

Business References

Mikes Septic

715-479-3315

Advanced Cleaning

715-614-1230

Johns Refrigeration

920-494-9635

Financial References

Badger Liquor

Jon Stenske

715-617-9971

Performance Foods

Cathy McGinnis

715-891-1962

General Beverage

608-673-5502

Charlie for ER office

Nicolet National Bank

715-479-8484

Bob Justeen

Zastrow Beer

715-722-050

ATTACHMENT B

PROPOSAL RESPONSE FORM

BID / PROPOSAL NO: _____ DATE DUE: 01/29/2024
DATE ADVERTISED: 01/02/2024 TIME DUE: 11:00 AM
NAME OF PROJECT: Restaurant Lease at Eagle River Golf Course

The Respondent acknowledges receipt of the following Addenda:

Addendum #1 _____ (Initial/Date) Addendum #2 _____ (Initial/Date) Addendum #3 _____ (Initial/Date)

NON-COLLUSION AFFIDAVIT:

By submission of this proposal, the Respondent certifies that it is being submitted without any collusion, communication, or agreement as to any matter relating to it with any other respondent or competitor. We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

CODE OF ETHICS:

I / We have reviewed a copy of the City of Eagle River's Code of Ethics and agree to adhere to the Code in any and all work as a representative of the City. Yes No _____ *

*Respondent is advised that effective November 21, 2011, the City of Eagle River cannot consider any bid or proposal where the bidder has not agreed to the above statement.

<u>EDWARD CHAMPENY</u> Type or Print Name of Individual	<u>WILD TURKEY</u> Doing Business as (Trade Name)
<u>[Signature]</u> Signature of Individual	<u>3682 Champeny LN.</u> Street Address
<u>Owner</u> Title	<u>CONOVER WI 54519</u> City, State, Zip Code
<u>1-29-24</u> Date	<u>715-891-9207 BLAZE 715-891-9209</u> Telephone Number / Fax Number
<u>ed.champeny</u> Email Address	<u>391-78-8831</u> SS # or TIN#

WILD TURKEY

DINNER

3PM - 9PM

ALL DINNERS INCLUDE SALAD BAR OR SOUP,
WITH A CHOICE OF BABY REDS, POTATOE SALAD OR FRENCH FRIES

\$35/ \$25 SPARE RIBS

FULL OR HALF RACK OF SMOKED AND SAUCED W/ ED SAUCE

\$40 *RIBEYE STEAK

28 DAY AGED ANGUS, HAND TRIMMED 16oz W/
MUSHROOMS & ONIONS

\$22 BRISKET

SLOWLY SMOKED FOR 13 HOURS AND SLICED TO PERFECTION

*CONSUMING RAW UNCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH OR EGGS MAY INCREASE YOUR RISK OF FOOD BORNE ILLNESS. WE COOK OUR BURGERS AND STEAKS TO ORDER.**

PRODUCTS MAYBE SUBJECT TO CHANGE DUE TO AVAILABILITY. 3.5% SURCHARGE FOR DEBIT OR CREDIT CARDS

WILD TURKEY

❖ DAILY SPECIALS ❖

SUNDAY - EASY WINGS \$1

WINGS SAUCED IN: BLAZE'S, ED'S, BUFFALO, JAMACAIN JERKY, GARLIC PARMESAN

MONDAY - \$15 FOUR BARBACOA TACOS

BRAISED SMOKED BRISKET W/ CHIPOTLES, CHIPS & SALSA

TUESDAY - \$15 1LB PEEL AND EAT SHRIMP

BUTTERED STEAMED IN SOUTHERN SPICES

WEDNESDAY - \$12 4PC DEEP FRIED CHICKEN

SERVED W/ CORN,

THURSDAY - MEATLOAF / \$2 RIBS

FRESHLY SMOKED BRISKET W/ HOMEADE RECIPE

FRIDAY - FISH FRY - HOMEMADE BEER BATTER

\$22 WALLEY OR \$17 ALL YOU CAN EAT HADDOCK

OR \$16 BAKED CAJUN OR LEMON PEPPER

SATURDAY - *PRIME RIB

KING \$37 or QUEEN \$32

MARINATED AND SLOWLY SMOKED TO PERFECTION

*CONSUMING RAW UNCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH OR EGGS MAY INCREASE YOUR RISK OF FOOD BORNE ILLNESS. WE COOK OUR BURGERS AND STEAKS TO ORDER.**

PRODUCTS MAYBE SUBJECT TO CHANGE DUE TO AVAILABILITY. 3.5% SURCHARGE FOR DEBIT OR CREDIT CARDS

WILD TURKEY

ADD ONS

ALL DAY
\$10 SOUP & SALAD BAR

\$6 SOUP - \$6 SALAD BAR

\$8 CHILLI - \$8 GUMBO CROCK

ALL SANDWICHES
INCLUDE BEANS,
CORN BREAD
& A PICKLE

LUNCH

SERVED ALL DAY

ALL SANDWICHES
ARE SERVED ON A
FRENCH ROLL

\$17 ITALIAN BEEF SANDWICH
BRAISED BEEF, SWISS CHEESE, W/ PEPPERCINIS & GIARDINERA

\$17 REUBEN
SMOKED CORN BEEF,
SWISS CHEESE W/ SAUERKRAT

\$15 PULLED PORK SANDWICH
SMOKED AND SAUCED W/ ED BBQ & COLESLAW

\$15 PULLED PORK SANDWICH
SMOKED AND SOAKED IN AU JUS

**\$20 *RIBEYE
SANWICH**

8oz HAND TRIMMED
W/ MUSHROOMS & ONIONS

\$15 SMOKED CHICKEN WINGS
SMOKED AND GRILLED PERFECTION

ALL BURGERS
INCLUDE BEANS,
CORN BREAD
& A PICKLE

BURGERS

ALL BURGERS ARE
SERVED ON A
SOURDOUGH BUN

\$18 *SMOKEHOUSE
BRISKET, BACON, FRIED ONIONS, PEPPER JACK & BBQ

\$15 *MUSHROOM & SWISS
FRESH MUSHROOMS & CARAMALIZED ONIONS

\$15 *BACON CHEESEBURGER
HOMEMADE BACON & CHOICE OF CHEESE

\$12 BUILD YOUR OWN BURGER

ADD - CHEESE \$1 - BACON \$4 - TOMATO \$1 - LETTUCE \$1 - RAW ONION \$1

*CONSUMING RAW UNCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH OR EGGS MAY INCREASE YOUR RISK OF FOOD BORNE ILLNESS. WE COOK OUR BURGERS AND STEAKS TO ORDER.** PRODUCTS MAYBE SUBJECT TO CHANGE DUE TO AVAILABILITY. 3.5% SURCHARGE FOR DEBIT OR CREDIT CARDS

EAGLE RIVER GOLF COURSE RESTAURANT/BAR LEASE

WHEREAS, the City of Eagle River is the leaseholder of a certain commercial establishment known as the Eagle River Golf Course, which establishment contains a clubhouse with kitchen, restaurant, dining, bar, and toilet facilities (hereinafter referred to as Restaurant and Bar), which is located on the golf course property in the City of Eagle River, Vilas County, Wisconsin; and

WHEREAS, BLAZE CHAMPENEY dba WILD TURKEY, desires to lease said premises from the City of Eagle River; and

WHEREAS, said premises are equipped as an established restaurant and tavern business;

NOW, THEREFORE, this indenture made and entered into this 13TH day of FEBRUARY, 2024, by and between the City of Eagle River, hereinafter referred to as "Lessor", and BLAZE CHAMPENEY hereinafter referred to as "Lessee"; WITNESSETH:

1. Property Description. Lessor does hereby lease, demise and let unto the Lessee the following described premises situated in the City of Eagle River, Vilas County, Wisconsin:

That part of the Eagle River Golf Course Building, located on the golf course property off East McKinley in the City of Eagle River, Vilas County, Wisconsin, which includes the kitchen, bar, restaurant, patio, bar carts, dumpster area and common areas.

2. Term. To have and to hold the above-described premises to the Lessee from the 1ST day of APRIL, 2024, through the closing of the regular golf season 2025.

3. Rental. Lessee agrees to lease the premises above-described and to pay to Lessor as rent therefore, during the term of this lease, the sum of \$500 on July 1, on August 2, and on September 1, 2023 for a total sum of \$1,500 per golf season. In addition to the rent described in this paragraph, prior to operating the Eagle River Golf Course Building, and at the time that this lease is executed, the Lessee agrees to deposit with the City of Eagle River the sum of \$1,000.00 as a security deposit. This amount shall be refunded to the Lessee unless the Lessee is in default

under the terms of the lease or has not kept the premises in good repair and in a safe, clean, orderly and inviting condition, together with the equipment that is leased with this lease. All equipment must be cleaned to the satisfaction of the City of Eagle River at the end of this lease. Likewise, the security deposit will not be returned, should the Lessee be in default under the payment of rent to the City of Eagle River or does not adhere to the term of the lease. Prior to any return of any security deposit, the City of Eagle River shall inspect the cleaning that has been performed and if it does not meet with the approval of the City, the security deposit shall not be returned.

4. Option to Renew or Terminate. Upon no later than November 15, 2025, Lessee will give written notice to the Lessor of its intent to renew this lease with the Lessor. The City of Eagle River may, within its discretion, determine whether or not this lease is renewed and will make that decision no later than December 31, 2025.

5. Personal Property. This lease agreement leases to Lessee the premises as hereinbefore described, together with all personal property in said premises, which is listed on the inventory attached hereto and made a part hereof as Exhibit "A".

6. Care of Premises. The Lessee agrees to keep the premises in good repair and in safe, clean, orderly and inviting condition at all times at his/her expense; to maintain in good repair all equipment leased to him/her and to return the same to Lessor in reasonably good condition, repairing or replacing all broken or missing articles. Designated representatives of the Lessor shall have the right to inspect the premises at all reasonable times during normal business hours and, if the Lessee fails to keep the premises or any part thereof in safe, clean, orderly, well lit, and inviting condition at all times, the Lessor may clean the premises or any part thereof and charge the cost thereof to Lessee. Lessee agrees to keep all lights, light fixtures, and smoke detectors in good and operating condition. At the end of each season or by October 31st, it will be the duty and responsibility of the Lessee to clean all equipment that he or she has utilized during the course of operation of the Eagle River Golf Course Building. This includes the entire kitchen and bar, together with all equipment located therein.

7. Maintenance and Repair. It is further agreed that Lessor will maintain the structural and exterior portions of the building while the Lessee will maintain the bar room

area, the seating area for the restaurant, the restaurant as a whole, the kitchen, patio or deck, and dumpster area together with the equipment located in the restaurant and bar. Lessee will perform all normal and routine maintenance on the restaurant and bar equipment at their expense. All chemicals required for the dishwasher equipment must be purchased from ProKleen, 6138 River Road, Eagle River, WI 54521 to ensure continued maintenance service. Should the Lessee desire to purchase and install any new equipment or additions to existing equipment, prior to purchase and/or installation, said purchase and installation must be approved in writing by the Eagle River City Council.

8. Restaurant and Bar Service. Lessee agrees to handle a general line of liquor, beer, soft drinks, food, confections, etc., which may be commonly found at other such facilities. Lessee further agrees that all goods, drinks, beverages, food, confections and other items sold and kept in the premises will be of high quality, wholesome and pure, and will conform in all respects to federal, state, and municipal food laws, ordinances, and regulations, and in addition, the service shall be prompt, clean, courteous, and efficient. Lessee and employees will maintain a neat and clean appearance and exhibit a professional and courteous demeanor. Required dress appropriate for a Golf Course. The city has the option to dispense food and drink when the Restaurant and Bar Service is not open with all the proceeds going to the pro shop.

9. Name. The business may choose an appropriate name but the City maintains the right to reject that name if it chooses.

10. Heat and Utilities. It is further understood and agreed that Lessee will pay and be responsible for any and all telephone, gas, electric, water, internet, cable/satellite and other utilities and services used by them during the term of the written lease, which are incidental to the occupancy of said premises. Lessee will maintain the temperature in the Restaurant and Bar areas within the temperature range of 72°F to 78°F during regular golf season business hours, and off-season hours 68°F to 72°F if the facility is open. Lessor will keep the bathrooms adequately stocked with paper, towels, soap and the like and will keep the bathrooms clean.

11. Removal of Personal Property. Upon the termination of this agreement or any renewal thereof, the Lessee may remove any personal property, which he or she may have

placed upon the premises other than fixtures. Upon termination of this agreement, the personal property of the Lessee must be removed from the subject premises within fourteen (14) days of the expiration of the Lease. Failure by the Lessee to remove his or her personal property, shall result in the City of Eagle River removing the property, placing it in storage, and the Lessee would be obligated to pay any and all storage fees associated with the storage. In addition the removal of the personal property shall not result in any damage to the subject premises, and the Lessee shall leave the premises in the same condition of repair and as tenantable as they were at the making of this agreement and prior to the addition of such property.

12. Destruction of Premises. In the event the premises are totally destroyed by fire or other casualty, the Lessor may, at its option, terminate this lease, or it may rebuild the building situated on said premises and the rent shall proportionally abate during the time between such partial destruction and repair or rebuilding thereof; provided, that in the events aforesaid, the options allowed to the Lessor shall be exercised within sixty (60) days after the event giving rise thereto.

13. Unlawful Use of Premises. The Lessee shall keep and use the premises as a Restaurant and Bar and for no other or any unlawful purposes whatsoever.

14. Entry by Lessor. The Lessor may at any and all reasonable times enter said premises to view the same or to exhibit the same to subsequent tenants or purchasers.

15. Assignment of Lease. This lease shall not be assignable nor any part of the premises sublet by the Lessee without the written consent of the Lessor.

16. Liquor License. The parties agree and understand that there is presently a liquor license available for issue to the premises; that this liquor license is an integral part of the operation of the business, and an important asset to the premises and to the owner and operator thereof. Lessee agrees that he/she will take no action, or fail to take any action, which would or could result in the loss of the liquor license, whether by operation of law or otherwise; Lessee further agrees that he/she will not transfer, or attempt to transfer, the liquor license to any other premises or location and that they will not transfer, or attempt to transfer, the license to any other person, firm, or corporation or to surrender the license to the

issuing authority for the purpose of reissuance to any other location or to any other person, firm, or corporation; Lessee further agrees that any such action or attempt on the part of Lessee shall constitute a substantial breach of the terms of this lease, subjecting the lease to immediate termination at Lessor's election. It is further understood that, upon termination of the lease, the license is automatically surrendered back to the City of Eagle River.

17. Canteen Services. Lessee shall have the exclusive right to operate canteen services, servicing golfers on the golf course providing that said services are offered to golfers in a prompt, clean, courteous, and efficient manner. It is a requirement of this lease that the Lessor will provide a beverage cart for use and operation on the course. In the event that Lessee fails to satisfactorily provide such canteen services, Lessor or its designee, will have the right to take this over for the remaining term of this lease. Canteen services may also include soda machines, beverage cart service, candy, chips, crackers, nuts, and other confections. In addition, the Lessee will provide written proof of insurance for the Lessee or its employees to operate the beverage cart. The Lessor will provide a beverage cart which will be available to the Lessee and rented to the Lessee for the sum of one dollar per calendar year. The Lessee is responsible for damages to the beverage cart that would not be considered normal maintenance. Lessee is responsible to provide gas for the beverage cart. The Pro Shop may dispense canteen services including water, coffee, soda, tea, candy, chips, crackers, nuts, bakery and other confections when the Restaurant/Bar is not open providing a service to the Golfers.

18. Premises Open. The restaurant and bar will be open to the public for service no later than 10:00 a.m. each day the golf course is open for play during early/late season, and from Memorial Day Weekend through Labor Day Weekend the restaurant/bar will be open at 8:00 a.m. The restaurant and bar shall remain open as long as the golf course is open for play, or later if Lessees so elect. The pro shop will be allowed to dispense beverages and snacks to the Golfers prior to the restaurant/bar opening to satisfy golfer needs.

19. Termination of Lease by Lessor. If default is made in the payment of rent, at the time above stated, or if the Lessee shall break any of the covenants and agreements herein

contained or shall willfully or maliciously do injury to the premises, or shall file a petition in bankruptcy or have an involuntary petition in bankruptcy filed against him, or make an assignment of the benefit of creditors, the Lessor or its legal representatives shall have the right at any time thereafter, without notice, to declare this lease void and the term herein contained ended, and may reenter the premises and expel the Lessee, using such force as may be necessary, without prejudice to any remedies which the Lessor may have to collect arrears of rent.

20. Surrender of Premises. The Lessee agrees and covenants that, at the termination of the within lease or any renewal thereof, he will quietly and promptly yield and surrender said premises to the Lessor in as good condition of repair as when taken by him/her, reasonable wear and tear damage by the elements alone excepted. Lessee further agrees that, at the termination of this lease or any extension or renewal hereof, he will surrender the liquor license issued for the premises to the issuing authority for reissue or to its designee.

21. Insurance. Lessee agrees to carry a policy or policies of liability insurance with a reputable company or companies in the sum of no less than \$1,000,000 general liability, which said policy or policies of liability insurance shall name Lessor, the City of Eagle River as additional insured; each party agrees to carry fire and extended coverage insurance on its own personal property; Lessor and/or the City of Eagle River shall keep the premises insured against fire and extended coverage. Lessee shall furnish Lessor with a certificate of insurance certifying that the aforesaid insurance is in full force and effect.

22. Succession. The covenants contained herein shall bind the parties mutually and their respective heirs, administrators, executors, successors and assigns and the breach of any of the within conditions shall, at the option of the Lessor, void the entire lease agreement.

Lessee

City of Eagle River

We, the undersigned, personally guarantee the obligations of _____ under this lease.

Jeffrey Hyslop, Mayor

Becky Bolte, City Clerk

STATE OF WISCONSIN }
 }ss.
COUNTY OF VILAS }

Personally came before me this ____ day of _____, 2024, the above named **Jeffrey A. Hyslop and Becky Bolte, Mayor and Clerk of the City of Eagle River**, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission Expires: _____

STATE OF WISCONSIN }
 }ss.
COUNTY OF VILAS }

Personally came before me this ____ day of _____, 2024, the above named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission Expires: _____

Eagle River Golf Course Marketing Report & Proposed Facebook Posts

February 7, 2024

Facebook Page:



As of today, the page has 2,507 followers.
On January 3rd, the page had 2,480 followers.

Facebook Insights:

Page overview		Create a post	Last 28 days
Discovery			
Post reach			40,344
Post engagement			1,408
New Page likes			17
New Page Followers			24
Interactions			
Reactions			172
Comments			12
Shares			8
Photo views			30
Link clicks			402
Other			
Hide all posts			1
Unfollows			0

Eagle River Golf Course Marketing Report & Proposed Facebook Posts

February 7, 2024

Facebook Insights (continued):

	We're planning our Eagle River Ladies Golf League Tournaments. Check out the list at: erlgl.golfclub.net . Mon, Feb 5	Post reach 926	Engagement 61
	Did you know? Bill Murray was bitten by the groundhog twice during shooting. Murray had to have anti rabies injections because the bites were so severe. Happy Groundhog Day! Fri, Feb 2	Post reach 371	Engagement 19
	Here's a reminder of the great views we had all Summer! https://www.facebook.com/EagleRiverGolfCourse/videos/3911699295556595/ Sun, Jan 28	Post reach 613	Engagement 41
	Are you a member of the Dawn Patrol? Thu, Jan 25	Post reach 388	Engagement 24
	Put away the nine iron and grab your ski poles! View and download a map of our cross-country ski trails at https://vilaswi.com/activity/cross-country-skiing/ Sun, Jan 21	Post reach 431	Engagement 13
	Enjoy Free Fishing Weekend this Saturday, January 20 and Sunday, January 21. https://dnr.wisconsin.gov/topic/Fishing/anglereducation/freeFishingWeekend Thu, Jan 18	Post reach 248	Engagement 4
	Preparations for the Eagle River Golf Course 2024 Ladies League Season is Underway! Check it out at Mon, Jan 15	Post reach 201	Engagement 17
	No more three putts! Watch this informative video - https://meandmygolf.com/golf-tips/putting-tips/simple-putting-drill-to-stop-your-3-putts/ Sun, Jan 14	Post reach 434	Engagement 18
	Did You Know? The only female golfer to make the cut at a PGA Tour Event was Babe Zaharias at the L.A. Open in 1945. Thu, Jan 11	Post reach 292	Engagement 11
	Has your golf tan faded? Sun, Jan 7	Post reach 331	Engagement 20
	Stay on course with the PGA schedule. https://www.pgatour.com/schedule/2024 Thu, Jan 4	Post reach 253	Engagement 8
	Request For Proposal: Eagle River Golf Course Restaurant Lease 2024 Season The City of Eagle River is now accepting proposals from qualified firms or individuals to operate the restaurant, bar and bar cart services at our course. Bids are due January 29, 2024 at 11:00 am. Details may be viewed at https://eagleriverwi.gov/wp-... Tue, Jan 2	Post reach 901	Engagement 49
	We hope your 2024 is a hole-in-one 🍀 Dec 29, 2023	Post reach 341	Engagement 12

Eagle River Golf Course Marketing Report & Proposed Facebook Posts

February 7, 2024

Facebook Videos:

 <p>WELCOME TO EAGLE RIVER GOLF COURSE OUR MEMBERSHIP IS OPEN TO THE PUBLIC 716-479-8111</p> <p>1:16</p>	 <p>EAGLE RIVER</p> <p>0:22</p>	 <p>EAGLE RIVER</p> <p>0:12</p>
<p>Eagle River Golf Course 2 years ago · 39.6K views 24</p>	<p>Eagle River Golf Course's Video 6 years ago · 480 views</p>	<p>Eagle River Golf Course's Video 6 years ago · 26 views</p>

Video Link - <https://www.facebook.com/EagleRiverGolfCourse/videos>

Facebook Ads: Summary:

Summary ⓘ Last 30 days ▾

Kim Swisher Communications, LLC spent \$122.76 on 2 ads in the last 30 days.

<p>Reach ⓘ</p> <p>42,161 View details</p>	<p>Post engagements ⓘ</p> <p>15,164 View details</p>
<p>Link clicks ⓘ</p> <p>423 View details</p>	<p>Follows or likes ⓘ</p> <p>-- View details</p>

Facebook Ads: Summary (continued):

Recent Ads

▶ Active ▪ Created by Kim Swisher
 View results

Website visitors

We are one of the most beautiful courses you will ever play...



34,420

Reach

1,879

Link clicks

\$330.05

Spent at \$2.50 per day

▶ Active ▪ Created by Kim Swisher
 View results

Promote your business locally



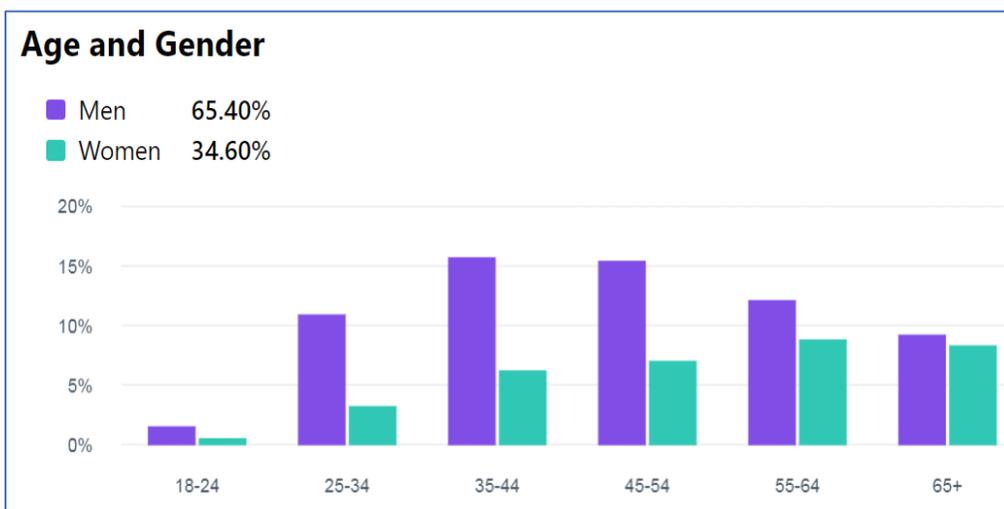
106.1K

Reach

\$395.79

Spent at \$3.00 per day

Facebook Audience Demographics:



Eagle River Golf Course Marketing Report & Proposed Facebook Posts

February 7, 2024

Facebook Audience Demographics (continued):

Location	Cities	Countries
Eagle River, WI		219
Chicago, IL		62
Rhineland, WI		35
Three Lakes, WI		33
Wausau, WI		33
Green Bay, WI		27
Milwaukee, WI		25
Oshkosh, WI		24
Appleton, WI		22
Madison, WI		21

Instagram Page

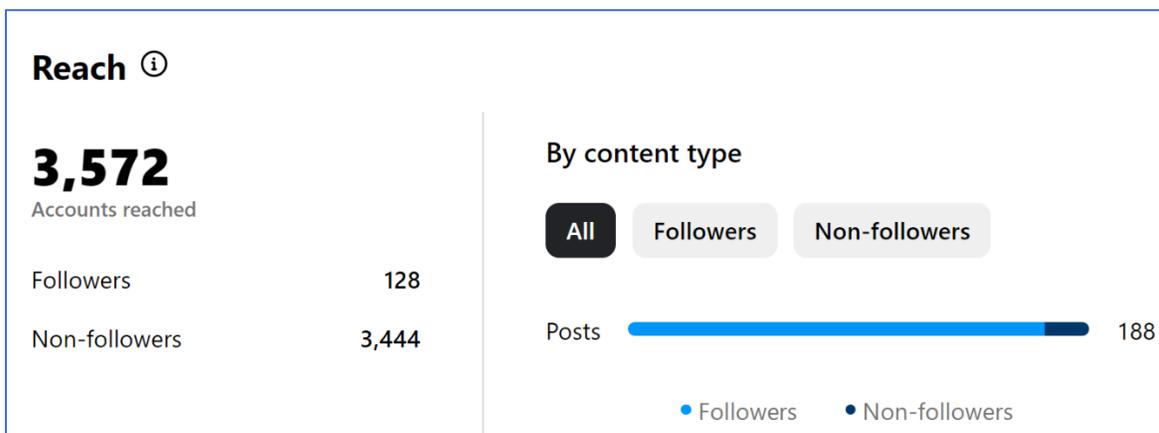


eaglerivergolfcourse Edit profile View archive Ad tools

362 posts 429 followers 62 following

Eagle River Golf Course
Golf Course & Country Club
Our course is wooded, watered and totally in keeping with the beauty of the Northwoods - and one of the most challenging courses in Wisconsin!
www.eaglerivergolfcourse.com

Instagram Insights:

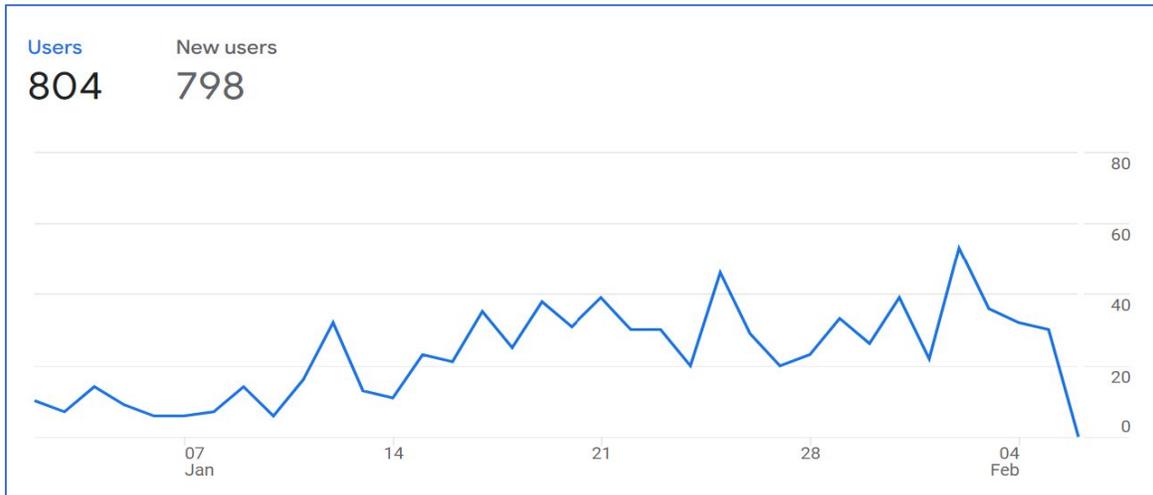


Eagle River Golf Course Marketing Report & Proposed Facebook Posts

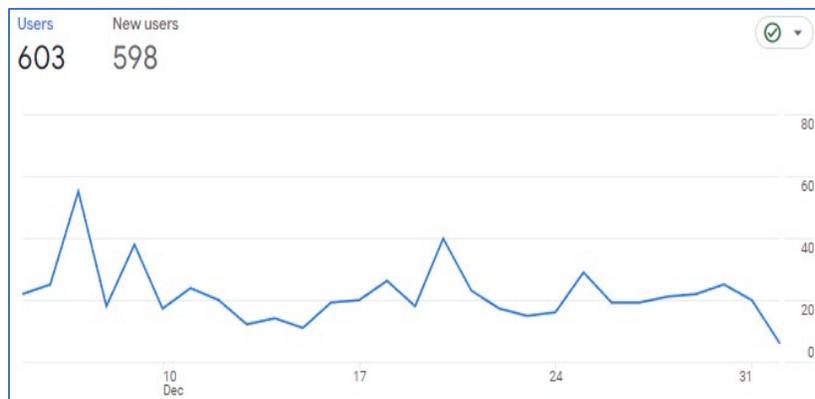
February 7, 2024

Google Analytics (Website):

Google Analytics has updated its data and you will now see the new statistics that are provided to us.

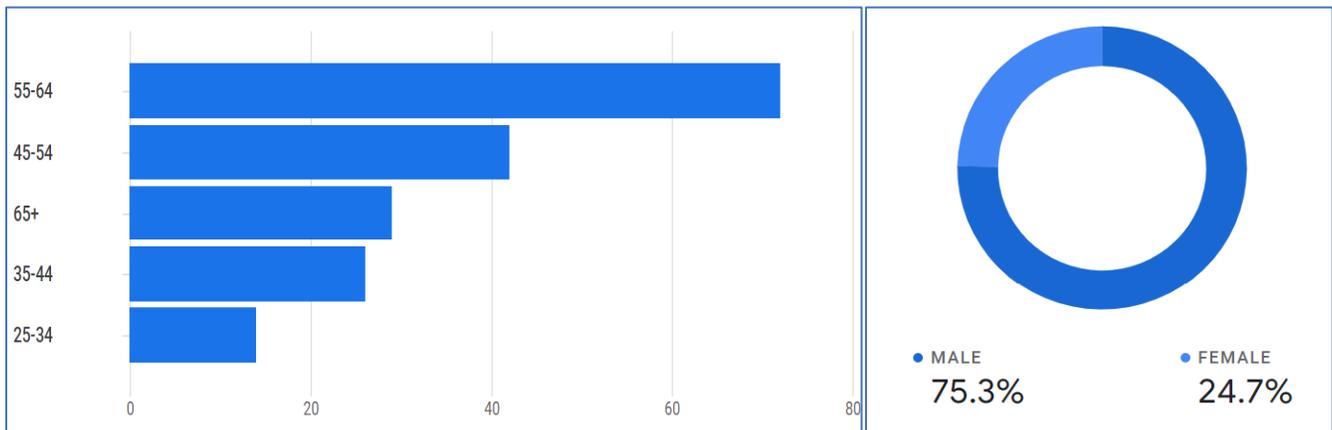


January 2nd through February 6th



December 5th through January 2nd

Visitor Demographics:



The primary age range of website visitors in this period was 55-64. Males comprised 75.3% of page visitors.

Eagle River Golf Course Marketing Report & Proposed Facebook Posts

February 7, 2024

Pages Visitors are Viewing on the Website:

		1,566 100% of total
1	/	909
2	/about-us/rates/	112
3	/view-our-course/	96
4	/teetimes/	95
5	/event/ladies-league/	69
6	/home/latest-news/	31
7	/about-us/	24
8	/contact-us/	24
9	/join-e-club/	24
10	/lessons/	23

Location of Website Visitors:

		749 100% of total
1	Illinois	237
2	Wisconsin	203
3	Iowa	53
4	Quebec	51
5	Texas	25
6	Minnesota	21
7	Florida	18
8	Ohio	18
9	(not set)	15
10	New York	15

State

		749 100% of total
1	Chicago	131
2	(not set)	62
3	Quebec City	51
4	Wausau	18
5	Dallas	16
6	Milwaukee	16
7	Columbus	14
8	New York	13
9	Eagle River	11
10	Minneapolis	10

City

Proposed Facebook and Instagram Posts:

2/29 – Why are there 18 holes in golf? In 1764, golfers at St Andrews combined the first four short holes into two, creating a round of 18 holes. To learn more visit <https://www.scottishgolfhistory.org/origin-of-golf-terms/18-hole-round/>.



3/3 – It's time to confirm your golf foursome. Enjoying your favorite 18 holes with three of your besties.



3/7 – Things golfers say, and what they really mean!

After hitting an approach shot into the trees at the back of the green: “I got a massive flyer.”

Translation = “I picked the wrong club.”



Eagle River Golf Course Marketing Report & Proposed Facebook Posts

February 7, 2024

3/10 – Spend the extra hour of daylight the right way: Golfing!



3/14 – The average driver’s swing speed is 84 miles per hour. The average speed for a PGA Tour player is 108 miles per hour. Tiger Woods’ average swing speed is 130 miles per hour. Find more fun facts at <https://1irongolf.com/pages/fun-golf-facts>.



3/17 – Happy St. Patrick’s Day. May your round be blessed with no worse than par.



Eagle River Golf Course Marketing Report & Proposed Facebook Posts

February 7, 2024

3/21 – The longest drive ever recorded was 515 yards.



3/24 - "If you hit it right, it's a slice. If you hit it left, it's a hook. If you hit it straight, it's a miracle." -

Anonymous

Trying to hit a golf ball in a straight line - the ultimate test of how much swearing you can do in one swing! 🤔🏌️😄



We welcome your comments or questions and will schedule these posts upon your approval.

Respectfully submitted,

Team Swisher

Karla Rosenberg, Kassie Bellin and Kim Swisher

Office: 715-437-0090

Email: karla@kimswisher.com

Email: kassie@kimswisher.com

Email: kim@kimswisher.com