



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, APRIL 9, 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) March 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 4/8/24 bjb

CITY OF EAGLE RIVER *Wisconsin*

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

AGENDA NOTICE

THE COMMON COUNCIL OF THE CITY OF EAGLE RIVER WILL HOLD A MEETING ON TUESDAY, APRIL 9, 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. Public Hearing: The Common Council of Eagle River will conduct a public hearing regarding its proposed application for Community Development Block Grant (CDBG) Public Facilities (PF) program funds. The public is invited to attend to learn about the CDBG program, provide input on community development and housing needs, and comment on the activities proposed to be included in the CDBG application. Residents of the City of Eagle River, including residents with low and moderate incomes that may be impacted by the project, are encouraged to attend.
 - a) Identification of total potential funding available
 - b) Eligible CDBG activities
 - c) Presentation of identified community development and housing needs
 - d) Presentation of activities proposed for CDBG application
 - e) Review of any potential residential and non-residential displacement
 - f) Resident input regarding community development and housing needs, the proposed CDBG project, and other CDBG activities
6. Discussion and Possible Action on the Following Agenda Items:
 - a) Street Closing/temporary sign/amplification/display of goods permits: Northwoods Child Development – Art in the Park 4 Kids, 6/22/2024, Mobile Food, Temp Signs, Amplification
 - b) Operator’s licenses: Charity Lenderman, Christopher Sullivan, Michael Henry, Daniel Englund, Mathew Siejkowski, Angela Kunkel, Eric Radi, John Hayes, Faith Chobanov, Meaghan Lorenz, James Kasper, Anthony Barrientos
 - c) Taxi Licenses
 - i. Taxi Business License: Allisons Bar Car and Limo LLC
 - ii. Taxi Business License: John Barnes & Company Corp
 - iii. Taxi Drivers Licenses: Marianne Allison, Kenneth Allison, Cyrene Lowery, John T Barnes
 - d) Garbage Haulers Permits: Gas Distribution Systems - DBA Eagle Dumpster, Waste Management DBA Advanced Disposal, Howard Disposal LLC, Republic Services III LLC, GFL Environmental Holdings Inc., AKAR Disposal
 - e) Direct Sellers Permit: Daniel J Moncher, DBA Taco Dan – Mobile Food Truck, May – September 2024 at Eagle Car Wash 1000 N Railroad Street

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- f) Appointment of Successor Agent: Riverstone Brewing Company LLC – Kim Simac Agent
- g) Lizzie Lumley, Eagle River Twisted History Tours, request to place signs on private property advertising tours within the City Limits
- h) RW Baird Presentation
 - i. Funding Options for 2024-2025 Street Projects
 - ii. Approval of Uniform Grant Guidance policy
- i) MSA Update: E Spruce Street and N 3rd Street project
 - i. Resolution 1033 to Submit a CDBG Application.
 - ii. Resolution 1034 to adopt a Citizen Participation Plan for a CDBG Application.
 - iii. Resolution 1035 to adopt a Policy to Prohibit the Use of Excessive Force.
 - iv. Adoption of a Wisconsin Residential Anti-Displacement and Relocation Assistance Plan
 - v. Resolution 1036 Authorizing the City to Commit Match Funds for a CDBG.
 - vi. Resolution 1037 Approval of open market, short-term, note anticipation note, for Spruce and Third project: \$3,232,932 – Total includes interim financing that will be paid off with grant money.
- j) Silver Lake Eurasian Water Milfoil
 - i. Approval of herbicide treatment bid for 2024 – Schmidt’s Aquatic LLC, \$10,278.70 to be split between City, Town of Lincoln and Silver Lake Association. City of Eagle River Portion for 2024 \$4,111.48
 - ii. Approval of additional costs for DNR permitting, Onterra Monitoring and Herbicide Monitoring and Analysis – City of Eagle River Portion for 2024 - \$5,142.00
- k) Golf Course Updates from Golf Pro and Greens Superintendent
 - i. Review and approval of proposal for Golf Course Marketing/Media services
 - ii. Approval of Amendment to the Republic Services Agreement adding restaurant/pro-shop and grounds keeper shop to original agreement dated 5/17/2016 expiring 12/31/2026
- l) Resolution 1038 – Support for the Towns of Lincoln and Washington in their endeavors to enact ordinances affecting wake boats on the Eagle River Chain.
- m) Discussion and possible action on adjustment to slow-no-wake zone buoy placement on the River.
- n) Termination of 2013 PILOT (Payment in lieu of taxes) agreement with St Mary’s of the Snows Anglican Church Inc. 1019 E Wall Street – property tax exempt for 2024.
- o) Approve payment of the bills for the City and the Golf Course
- p) Police chief monthly update on departmental activities
 - i. Discussion on cost of requests to have dedicated police officers at public events.
- q) Administrator’s monthly update on activities of all departments
- r) Treasurer’s monthly update.

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Date of posting 4/8/24 bjb

- i. Recommendation to change Nicolet account to add a Sweep account to take advantage of higher interest rates of 5.35%
 - s) Clerk's monthly update
- 7. **Adjourn to Closed Session according to Wisconsin State Statute: 19.85 (1) (c) Considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.**
 - a) Department of Public Works
 - i. Compensation for Wastewater Operations Sanitary Sewage Collection System Certification
 - ii. Staff Updates
 - iii. Succession Planning
- 8. **Reconvene in Open Session according to Wisconsin State Statute 19.85(2) with possible action on closed session agenda items.**
- 9. **Adjourn.**

Submitted by Becky Bolte, City Clerk

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Date of posting 4/8/24 bjb

March 12, 2024

A meeting of the Finance Committee of the City of Eagle River was called to order at 5:20PM by Mayor Hyslop.

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

Treasurer confirmation that all bank accounts are reconciled: Hoffmann reported she is still working on reconciling the golf course bank statements with the assistance of CLA.

Treasurer report of any and all late payments and penalties. Hoffmann reported she distributed an in house email reminding departments to get invoices to her in more timely manner for processing. Hoffmann reports no late payments or penalties.

February Financial Review: None

Review and approval of Accounts Payable for City and Golf Course: *Motion by Kressin, 2nd by Schaffer to recommend payment of presented City and Golf Course payables to City Council. Carried on a roll call vote. Ayes: Kressin, Schaffer, Marquardt Nays: None*

Motion by Schaffer, 2nd by Marquardt to adjourn at 5:47PM. Carried, all.

Becky J Bolte – City Clerk

March 12, 2024

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

The Pledge of Allegiance was led by Kim Schaffer and was recited by all present.

Roll Call: Ron Kressin, Kim Schaffer, and Diane Marquardt. Jerry Burkett was present via phone. Also in attendance: Becky Bolte, Robin Ginner, Cory Hoffmann, Mike Adamovich, Chris Dobbs, Mike Sanborn, and Kyle Anderson.

Motion by Kressin, 2nd by Schaffer to approve the minutes of the 2/13/24 Finance Committee and Common Council meetings. Carried, all.

Mayor Hyslop made an announcement to the audience that tonight's meeting was not going to be a discussion on wake boats nor would the Council be making any changes the slow no wake zone, the item on the agenda was only to address the sunset clause on the existing slow no wake ordinance adopted on April 20, 2023.

A) Street Closing/temporary sign/amplification/display of goods permits:

Eagle River Lions Club – Sausage Fest at Riverview Park, 9/1/24, Riverview Park. *Motion by Schaffer, 2nd by Kressin to approve Eagle River Lions Club application for temporary signs and to block off street parking around Riverview Park for Sausage Fest at Riverview Park, September 1, 2024 as presented. Carried all.*

Cranberry Country Quilters Show - WCD Complex, 7/20/24, Temp signs, DOT street banner over Hwy 70 at Fairgrounds. *Motion by Burkett, 2nd by Kressin to approve Eagle River Rotary application for temporary signs and DOT street banner over Hwy 70 near the fairgrounds for the Cranberry Country Quilters Show, July 20, 2024 as presented. Carried all.*

Veterans Resource Center - Come to the Coop to Support the Troops at The Square, Wednesday 8/14/2024, street closing, temp signs, amplifying device. *Motion by Schaffer, 2nd by Marquardt to approve Veterans Resource Center application for street closing, amplification, and temporary signs for Come to the Coop to Support our Troops at The Square, August 14, 2024, as presented. Carried all.*

Eagle River Revitalization: 1) 2024 Eagle River Farmers Market – Wednesdays 5/8 through 10/9 and Sundays 5/16 through 10/6/24 at the Square. Temp signs, porta-potty, amplification for weekly entertainer, busking, food trucks. 2) Young Entrepreneur Market (YEM) – Saturday 6/29, Thursday 7/18, and Thursday 8/15/24 at the Square. Temp signs, amplification for weekly entertainer, busking. 3) Summer Kickoff event – 6/29/24 on and around the Square. Chalkscape, temp signs, amplification for entertainer, busking, food trucks. *Motion by Burkett, 2nd by Kressin to approve the 2024 event permits as presented for the Eagle River Revitalization Program. Carried, all.*

Eagle River Revitalization: *Motion by Burkett, 2nd by Schaffer to approve exemption from the Direct Sellers Permit and fee to cover all exhibitors who have paid a booth/membership/spot fee to the Eagle River Farmers Market/Youth Entrepreneurs Market/ERRP and are selling during market/event hours. Carried on a roll call vote, Ayes: Burkett, Schaffer, Kressin, Marquardt Nays: None*

Tri-County Council on Domestic Violence and Sexual Assault, Inc: *Motion by Schaffer, 2nd by Marquardt to approve the Tri-County Council on Domestic Violence and Sexual Assault, Inc application for a Burn Ceremony in honor of Sexual Assault Awareness Month in April 2024, amplification and temporary signs at Vilas County Fairgrounds, April 24, 2024. Carried, all..*

B) Picnic Licenses:

Eagle River Lions Club - Class "B" Beer: Sausage Fest, September 1, 2024
Veterans Resource Center - Class "B" Beer: WRJO Street Dances - Thursdays 7/11/24 – 8/15/24, 4th of July Party in the Streets - 7/4/24, Burger Bash – 7/20/24, Come to the Coop to Support our Troops – 8/14/24.
Motion by Schaffer, 2nd by Kressin to approve all Class "B" temporary licenses as presented. Carried, all.

C) Operator's licenses: Regular; Joslyn Pappas, Richeal Montezon, Christina Vedder. *Motion by Kressin, 2nd by Marquardt to approve regular operator's license as presented. Carried, all.*

D) Liquor Licenses: Class "B" Beer/"Class B" Liquor - Blaze Champeny DBA Turkey's Clubhouse, 457 E McKinley 3/12/24 – 6/30/24: *Motion by Schaffer, 2nd by Kressin to approve the Class "B" Beer and "Class B" Liquor license to Blaze Champeny, DBA Turkey's Clubhouse, 457 E McKinley effective 3/12/24 – 6/30/24. Carried, all.*

*R) Request to keep chickens at 631 N Hirzel St - Joy Kalkofen: Joy Kalkofen presented a petition signed by neighbors to allow chickens at 631 N Hirzel St. *Motion by Kressin, 2nd by Schaffter to approve the request to keep up to four (4) chickens, no roosters, at 631 N Hirzel. Carried, all.*

E) T-Docks shoreline restoration project in conjunction with Eagle River Chain of Lakes Association: Marc Groth, Shoreline Restoration Chair, presented the T-Dock Landing Shoreline Project proposal from the Eagle River Chain of Lakes Association. Project objectives are erosion control, to increase habitat, geese deterrent, create a demonstration area to showcase healthy shoreline buffers and to enhance ERCLA's commitment for continued grants. All work would be performed by ERCLA volunteers. A request was made in the proposal to upgrade three signs at the T-docks and a quote from Nicolet Signs was provided at \$125.00. *Motion by Schaffer, 2nd by Kressin to go ahead with the ERCLA Spring/Summer 2024 T-dock shoreline restoration project as presented. Carried, all. Motion by Schaffer, 2nd by Kressin to approve the request for support for printing three signs, not to exceed \$125.00. Carried on a roll call vote, Ayes: Schaffer, Kressin, Burkett, Marquardt Nays: None*

F) MSA Monthly Update: Phil Kriesel provided a written report, including updates to the E Spruce Street and N Third Street Utility Improvement Project. Ginner added that she is working with MSA to put together an appropriation request for the next fiscal budget to reconstruct McKinley. Ginner is working with Senator Tammy Baldwin's office on this.

G) Ordinance #588 – Amendment to Municipal Code, Chapter 10 Animals, Amending of Section 10-4 (a)(b)(d)(e) Control of Dogs and Cats: Mayor Hyslop and Schaffer reported that the amendment was presented to the planning commission and has their recommendation. Schaffer stated the ordinance amendments give the City Attorney more control when he goes to court on animal related cases. Schaffer reported the main change was the addition that dogs need to be on a physical leash and this change protects all citizens. Mayor Hyslop reported the City Attorney is happy with these changes. Planning Commission member Adam Grassl spoke in support of the Planning Commission recommendation. Joe Laux spoke on his concerns that the code is overly restrictive and wanted to see electronic leashes included. Maureen Ujzdowski voiced in support of allowing electronic leashes. Burkett questioned if this was a reactionary response to one or two dogs and questioned enforcement. Mayor Hyslop stated this change is for the whole city of Eagle River and enforcement should not be any different than with current ordinance. *Motion by Schaffer, 2nd by Marquardt to accept the Planning Commission recommendation and adopt Ordinance 588, Control of Dogs and Cats, as presented, effective March 21, 2024, after required publication. Carried on a roll call vote. Ayes: Schaffer, Marquardt. Nays: Kressin, Burkett. Mayor Hyslop broke the tie with an Aye vote.*

H) Silver Lake Eurasian Water Milfoil bids and decision on future of the project, funded in cash by the City, Silver Lake Association and the Town of Lincoln. Ginner presented bids for Silver Lake Eurasian Water Milfoil Treatment. The City did not receive the Onterra grant so the City went ahead and requested bids. Ginner reported Bill Hassey from the Town of Lincoln has expressed support and Lon Fisk, representing the Silver Lake Association, was present and stated they too would be supportive. The City will move forward with all parties involved. Ginner to put milfoil treatment bids on the April City Council agenda.

I) Joint Resolution 2024-1 - Memorandum of Understanding for Elm Drive Brush Site Use by Town of Lincoln Residents. Ginner stated a motion was made on August 8, 2023, to share the Elm Dr. brush site with Town of Lincoln residents for the purpose of disposing of yard waste, approved for one year. The agreement was in cooperation with the Town of Lincoln for the Fire Wise program. Kevin Ludwig will be doing the chipping on site and a certificate of liability insurance must be supplied by Ludwig, the site will be gated with cameras, and hours are set as open Friday at 4PM through Monday at 6AM. The program is now in place and Joint Resolution 2024-1 is a formal agreement and is for a two-year term. *Motion by Schaffer, 2nd by Kressin to approve Joint Resolution 2024-1, Memorandum of Understanding for Elm Drive Brush Site use by Town of Lincoln residents for a two-year term. Carried on a roll call vote, Ayes: Burkett, Schaffer, Kressin, Marquardt Nays: None*

J) Golf Course Updates from Golf Pro and Greens Superintendent. Grounds Superintendent Kyle Anderson spoke on the opening of the golf course for the 2024 season, stating that opening too early could damage the grass. Anderson will continue to prepare for opening, monitoring the weather conditions for opening. Ginner spoke for Golf Pro Tony Sable requesting Council maintain rates at 2023 levels for the 2024 season. *Motion by Schaffer, 2nd by Kressin to approve maintaining the 2023 rates for the 2024 season. Carried on a roll call vote, Ayes: Schaffer, Kressin, Marquardt, Burkett Nays: None*

K) Discussion and possible action on 2023 slow-no-wake ordinance #584, extending the slow-no-wake zone from the current point 700' east of the Hwy 45 bridge, to the area at Trees for Tomorrow. Mayor explained Ordinance #584 was approved April 20, 2023, with a one-year sunset clause. The purpose of the agenda item is to decide whether to make the existing Ordinance permanent or allow it to end at the one-year sunset. Reports in support of the effectiveness of the Ordinance were supplied to Council, along with a Vilas County Sheriffs department text stating that is was working situation, and Kressin spoke that those on the river were very happy with it. *Motion by Kressin, 2nd by Burkett to make Ordinance 584 permanent.* Burkett asked to open for discussion for those residents that live on the river. The audience spoke of issues of safety at the Trees for Tomorrow area beginning of the zone with boats stopping or taking off causing waves, and boaters turning around causing safety issues to the residents along the beginning buoy, requesting the zone be extended to the T-docks, and with length of slow no wake zone and the time it takes to navigate through it.

Burkett suggested adding slow-no-wake zone extension to April City Council meeting agenda. *Motion carried on a roll call vote, Ayes: Kressin, Burkett, Marquardt, Schaffer Nays: None*

L) Request from Towns of Lincoln and Washington to participate in presentation by Last Wilderness Alliance on the effects of wake boats on the Eagle River Chain, and discussion of potential ordinance adoption. Requesting interest and potential date to schedule special session. Ginner presented an opportunity for Council members to participate in a presentation by Last Wilderness Alliance on the effects of wake boats on the Eagle River Chain with Town of Lincoln and Town of Washington elected officials. Burkett questioned if we have any need in the city to get involved with this. Mayor confirmed this is an invitation to attend/view the presentation, no action will be taken by the city. Schaffer requested presentation be available via zoom. Council intends to participate. Ginner to post notice with zoom link when time and date are established.

M) Approve payment of the 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, Ayes: Schaffer, Kressin, Marquardt, Nays: None, Abstaining: Burkett*

N) Police chief monthly update on departmental activities. Chief Dobbs provided a written report of monthly activity. Ginner presented bids for security cameras at the The Square, explaining the vendor who was working on the camera setup has left the area. Sergeant Rossing has applied for a WalMart grant and is hopeful that it will be awarded, expecting the city expense to be a couple hundred dollars after possible grant funds are awarded. Paladin Security had the lowest bid at \$2,215, with ER Light and Water and the Police Department removing the old cameras. Expense would come out of Police Department budget. *Motion by Burkett, 2nd by Kressin to approve security camera expense for The Square, not to exceed \$2,300. Carried on a roll call vote. Ayes: Burkett, Kressin, Schaffer, Marquardt Nays: None*

O) Administrator's monthly update on activities of all departments. A written report was provided with Ginner adding she is continuing to work with CLA on TID reporting.

P) Treasurers monthly update: Hoffmann provided a written report.

Q) Clerk's monthly update: Bolte provided a written report adding that the Town of St. Germain voted against selling any Class B Combo liquor licenses to the City at their March 11,2024 Board meeting.

Motion by Kressin, 2nd by Schaffer to Adjourn to Closed Session at 7:20PM, according to Wisconsin State Statute: 19.85 (1) (c) Considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility; Recruitment and Succession Planning for Chief of Police Position and Acting Officer in Charge Memorandum of Understanding. Carried on a roll call vote, Ayes: Kressin, Schaffer, Burkett, Marquardt Nays: None

Motion by Kressin, 2nd by Schaffer to reconvene in Open Session at 7:58PM, according to Wisconsin State Statute 19.85(2) with possible action on closed session agenda items. Carried on a roll call vote, Ayes: Kressin, Schaffer, Burkett, Marquardt Nays: None

Motion by Schaffer, 2nd by Kressin to adopt the Memorandum of Understanding between the City of Eagle River and the Eagle River Police Association as presented. Carried on a roll call vote. Ayes: Schaffer, Kressin, Burkett, Marquardt Nays: None

Motion by Kressin, 2nd by Marquardt to adjourn the meeting at 8:00PM. Carried all.

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 3/2024)

* 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)

- | | |
|--|--|
| <input type="checkbox"/> Event to be held on City Streets (Street Closing) | <input checked="" type="checkbox"/> Amplifying Device <i>maybe?</i> |
| <input type="checkbox"/> Display Goods, Wares or Merchandise on Sidewalks, Streets, or Alleys for Special Events | <input checked="" type="checkbox"/> Temporary Signs |
| <input checked="" type="checkbox"/> Food Trucks at event – Provide proof of Non-Profit | <input type="checkbox"/> ** Street Banners (the attached D.O.T. app <u>MUST</u> be filled out) |
| | <input type="checkbox"/> Animals to be kept for exhibition or amusement |

** 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: 3/27/2024 Event Date(s): 6/22/2024

Event Name: Art in the Park 4 Kids

Times of Event: 10:00 am - 2 pm

Organization Name: Northwoods Child Development Center

Contact Person(s): Wendy Kanitz Phone #(s): 715-479-7529

Contact Email: wendy@northwoodschildcare.com

Physical AND Mailing Address: 1165 Hwy 45 S. Eagle River, WI 54521

Street(s) to be CLOSED: _____

Barricades / Cones Picnic Tables (detail how many of each are needed): 10?

Event Location / Display: River View Park

Type(s) of Goods to be Displayed: _____

Location of Signs: Signs will only be @ the park
(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: _____

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

Signature of Organizer: Wendy Kanitz Print Name: WENDY KANITZ

\$1,000,000 Current Certificate of Insurance on file with City of Eagle River listed as certificate holder: Yes No *bab*

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

Year 5/1/2024 – 4/30/2025

Annual Fee is \$25.00

(May 1 thru April 30)

City of Eagle River

525 E. Maple Street · P.O. Box 1269 · Eagle River · WI 54521

Phone: 715-479-8682 · Fax 715-479-9674

Application for Taxi Business License

Today's Date: March 15, 2024

FULL NAME: Kenneth Edward Allison
First Full Middle Name Last

Current PHYSICAL Address: 2278 W. Hill Rd.

Current MAILING Address: PO Box 196

City: Phelps State: WI Zip: 54554

Home Phone: [REDACTED] Cell Phone: [REDACTED]

Birthdate: [REDACTED] Social Security #: [REDACTED]
Month Day Year

Driver's License Number: [REDACTED] Expiration Date: [REDACTED]

(A CLEAR COPY OF YOUR CURRENT DRIVER'S LICENSE MUST BE ATTACHED TO THIS APPLICATION)

BUSINESS NAME: Allison's Bar Car and Limo, LLC

Current PHYSICAL Address: 2278 W. Hill Rd.

Current MAILING Address: PO Box 196

City: Phelps State: WI Zip: 54554

Insurance Company: First Chicago

Policy Number: [REDACTED] Expiration Date: 3/29/2025 (Renews 3/24)

Col Coming - **Proof of insurance MUST BE attached to this application.** *BOB w/ COL V Rec'd*
OWNER Signature: [Signature] Date: March 15, 2024

* * * * *

CITY CLERK Signature: _____ Date: _____

Records check by the Police Department

RECOMMENDED or NOT RECOMMENDED

POLICE CHIEF Signature: [Signature] Date: 3/27/24

Year 5/1/2024 - 4/30/2025

Annual Fee is \$25.00

(May 1 thru April 30)

City of Eagle River

525 E. Maple Street • P.O. Box 1269 • Eagle River • WI 54521

Phone: 715-479-8682 • Fax 715-479-9674

Application for Taxi Business License

Today's Date: 3/19/24

FULL NAME: JOHN THOMAS BARNES
First Full Middle Name Last

Current PHYSICAL Address: 1815 E. BASS LK RD.

Current MAILING Address: 1815 E. BASS LK RD.

City: Eagle River State: WI Zip: 54521

Home Phone: _____ Cell Phone: 

Birthdate: _____ Social Security #: 
Month Day Year

Driver's License Number:  Expiration Date: 

(A CLEAR COPY OF YOUR CURRENT DRIVER'S LICENSE MUST BE ATTACHED TO THIS APPLICATION)

BUSINESS NAME: JOHN BARNES & COMPANY CORP.

Current PHYSICAL Address: 1815 E. BASS LK RD.


Current MAILING Address: 1815 E. BASS LK RD.

City: Eagle River State: WI Zip: 54521

Insurance Company: STATE FARM

Policy Number:  Expiration Date: 5/15/24

Proof of insurance MUST BE attached to this application. - Needs COI w/ CX Clause requested 3/29

OWNER Signature:  Date: 3/19/24

CITY CLERK Signature: _____ Date: _____

Records check by the Police Department

RECOMMENDED or NOT RECOMMENDED

POLICE CHIEF Signature: Chris Fink Date: 3/27/24

CH

3-26-24

City of Eagle River Application for Direct Sales Permit

Completed applications must be turned in at least 3 weeks prior to the event date for processing purposes!

Fee Schedule: 1 Week \$50.00 1 Month \$75.00 6 Months \$150.00 1 Year \$250.00

P.O. Box 24 Saxon WI 54589 Promoter Fee per Event \$250.00 (when applicable)

EMPLOYERS NAME: Daniel J MONCHER

Address: 9841 W MONCHER RD Saxon WI Telephone #: 715-360-0442

Email Address _____ Birthdate: _____
(Must be at least 18 years of age)

Eye Color: _____ Hair Color: _____ Height: _____ Weight: _____

SELLERS NAME (if different than employer):

First M.I. Last
Address: _____ Telephone #: _____

Email Address _____ Birthdate: _____
(Must be at least 18 years of age)

Eye Color: _____ Hair Color: _____ Height: _____ Weight: _____

Location (i.e., landmark or intersection) of Event:
EAGLE CAR WASH

Date(s) of Event: TWICE MONTHLY DURING SUMMER

Nature of business being conducted, and description of goods being offered: TACO DAN FOOD TRUCKS - TACOS - BURRITOS - NACHOS - SALADS WALKING TACOS - CHURROS - DRINKS

Proposed method of delivery, if applicable: MOBILE FOOD UNIT

Make, Model, and License Plate Number(s) of vehicle(s) used by applicant to conduct business.

Vehicle #1 2005 UTILIMASTER

Vehicle #2 2020 TRAILER

Vehicle #3 2018 TOYOTA TUNDRA

Please note: If displaying goods on private property, an authorization from the owner is required, and needs to be attached to this application. ✓

J. J. Man
Signature of Employer or Applicant

3-12-24
Date

Registration Requirements:

Attach a photocopy of driver's license or valid identification. ✓

Attach a photocopy of a state certificate of examination and approval from the sealer of weights and measure if applicable.

Attach a photocopy of a state health certificate dated not more than 90 days prior to the date of application where business involves handling of food or clothing if applicable.

List other Cities, Villages, or Towns, not to exceed three (3), where permission was allowed to conduct a similar business
ABLAAND, WI - IRONWOOD, MI - RHINELANDER, WI

Statement as to whether the applicant has been convicted of any crime or ordinance violation related to applicants transient merchant business with in the last five (5) years: NO

Signature constitutes a consent for the City Police Department to run a criminal background check on the applicant.

[Signature]
Signature of Applicant

3-12-24
Date



For Office Use:

Results of the investigation by the Police Department: _____

[Signature]
Signature of the Chief of Police

4-2-24
Date

Application Approved: Application Denied: _____

Reason if Denied: _____

Approval and fee set by the City Council tendered at time of application: _____

The issuing of a permit shall take place by the clerk upon payment from the applicant.

Signature of City Clerk

Date

For Office Use ONLY:

Application Rec'd: 3-26-24 Permit Fee Paid: 150.00 chlv Authorization Letter Rec'd: Requested 3/26/24
Date Given to PD: 3-26-24 Date Returned from PD: _____
Permit # Assigned: _____ Permit Mailed: _____ Expiration Date: _____

1000 N Railroad Street
Eagle River, Wisconsin 54521
715.564.4479
EagleCarWash1000@gmail.com



3/27/2024

City of Eagle River

Becky J Bolte
Clerk - City of Eagle River
525 E. Maple Street, P.O. Box 1269
Eagle River, WI 54521
bbolte@eagleriverwi.gov
Office: 715-479-8682, ext. 224

Dear Becky J Bolte,

We, "Jesse and Jessica Chuckel", of Eagle Car Wash give Dan Moncher, DBA Taco Dan's, permission to set up his food truck on our property, located at 1000 N RAILROAD STREET, EAGLE RIVER, WISCONISN for a time frame of 2x-4x/month, MAY - SEPTEMBER 2024 .

Sincerely,

J Chuckel
Eagle Car Wash
715.564.4479

August 7, 2023

To the Eagle River Planning Commission:

I, Dallas Trzcinski, hereby grant permission for Eagle River Twisted History Tours (Lizzie Lumley) to use our property located at 322 W Pine Street to place her 4' x 4' A Frame Sign.

Lizzie let me know she discussed the sign placement with Redman Realty, and we both feel comfortable with the chosen location which is 15' back of the power pole between my property and Redman Realty.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dallas Trzcinski', written over a horizontal line.

Dallas Trzcinski
Auto Clinic

August 7, 2023

To the Eagle River Planning Commission:

I, Jeremy Oberlander, hereby grant permission for Eagle River Twisted History Tours (Lizzie Lumley) to use our property located at 310 W Pine Street to place her 4' x 4' A Frame Sign.

Rachel Martin and I have discussed the appropriate location for the placement of the sign with Lizzie so that it does not block our view when pulling out onto Highway 70. We feel comfortable with the chosen location which is 15' back from the power pole next to the sidewalk between our property and the Auto Clinic.

If you have any questions regarding this correspondence, feel free to contact me at jeremy@redmanrealtygroup.com or 715.891.5992.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeremy Oberlander', with a long horizontal flourish extending to the right.

Jeremy Oberlander
Redman Realty Group, LLC

CITY OF
EAGLE RIVER
Wisconsin

City Council Meeting
April 9, 2024

Robert W. Baird & Co. Incorporated

777 East Wisconsin Avenue, 25th Floor
Milwaukee, WI 53202

Bradley D. Viegut
Managing Director
414.298.7540
bviegut@rwbaird.com

Financing Goals/Desired Outcomes

- Fund projects
- Provide budgetary flexibility
- Attempt to secure permanent financing in a less volatile market environment
- Reduce the number of outstanding issues (consolidate debt)

Economic update

- Inflation
- Tax-exempt Interest Rates

2024 Debt Issue

- Note Anticipation Notes (“NANs”)
 - Funds 2024 projects
 - Provides interim financing
 - Debt service will be allocated among L&W and City (tax levy)
 - 18-month term (due in 4th quarter of 2025)
 - Eligible for prepayment without penalty
 - Initial call date TBD

2025 Debt Issue

- General Obligation Promissory Notes
 - Issued in 2nd half of 2025
 - Provides permanent financing of 2024 issue
 - Funds 2025 projects
 - Debt service will be allocated among L&W and City (tax levy)
 - (Potentially) refinances outstanding debt for debt service savings and consolidation of outstanding issues.
 - Likely a 10-year amortization period
 - Eligible for prepayment without penalty
 - Initial call date TBD

Next Steps

- Council authorizes City staff and Baird to proceed with the 2024 financing
 - Could be authorized at this meeting
- Finalize 2024 project amount
- Baird to contact local/regional banks
 - National banks will be contacted depending on response from local/regional banks
- Council takes final action to finalize the terms of the 2024 issue
 - Would be at a future meeting
- Closing
 - Date tbd

**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

March 12, 2024

VIA EMAIL ONLY

Robin Ginner

Re: City of Eagle River Financial Policies

Dear Robin:

I received what looks like the sample policies that you received from Baird. I really have no objection to them. You would be the only municipality that I represent that has such a policy. It is pretty uncommon among most municipal entities in this area. Has the Treasurer reviewed this to see if this is compatible or workable from her perspective? Did the other department heads need to review this to see if this would work in their departments? Those would be the only thoughts I have. The policy itself I have no objection to.

Sincerely,



Steven C. Garbowicz

SCG:alc



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

UNIFORM GRANT GUIDANCE
POLICIES AND PROCEDURES
(EFFECTIVE DATE: April 9, 2024)

CITY OF EAGLE RIVER

UNIFORM GRANT GUIDANCE POLICIES AND PROCEDURES

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STATEMENT OF POLICY

Documentation of City's Policies and Procedures related to the Federal Grant is required under the U.S. Office of Management and Budget's (UMB) Uniform Grant Guidance applicable to any new Federal grants (including pass-through funds) issued after December 26, 2014. The December 31, 2015, audit was the first one subject to the new requirements. This policy is also intended to provide guidance to all grants received by the City in addition to Federal Grants.

CITY WIDE INTERNAL CONTROLS

The City has in place a system of internal controls used to process its various financial records. The internal controls are documented and contain various approval levels and segregation of duties. All Grants are subject to the City-wide internal controls and the applicable policies and procedures in addition to the OMB requirements. A summary of the city-wide internal controls follows:

1. **Budget** – The city's original budget is prepared by each department head and approved by department's committee of jurisdiction. The Finance Committee reviews and recommends an annual budget to the Common Council for approval. Each department is responsible for their part of the budget. Budget amendments are requested at the department level, and depending on type are either ultimately approved by the Finance Committee and/or Common Council.
2. **Cash Receipting** – All funds received are entered into the financial software system and a receipt is produced. Cash drawers at a minimum, are settled weekly and deposit is submitted to the Treasurer's Department before being posted to the general ledger. All grant related deposits are entered by the Finance department.
3. **General Billing** – Invoices are entered into the city's financial management software and payments received through receipting module by the Departments or Treasurers. Outstanding receivables are reviewed and balanced to supporting documentation by the department. Invoices outstanding are reviewed annually, and any amount deemed as uncollectible are forwarded to the Finance Department.
4. **Purchasing** – Each department head serves as purchasing agent for their department. Funds must be available in the budget before purchasing.
5. **Accounts Payable** – Department Heads or their authorized representative acknowledges acceptance of the service or product and approve the invoice for payment. All invoices are reviewed and processed by the Finance Department. All payments are processed in the Finance Department. The Treasurer processes all payments.

POLICY ON MANAGEMENT OF GRANT FUNDS

The following sets forth a policy on the management of grant funds received by the City of Eagle River. This policy is designed to provide financial accountability and compliance with specific federal requirements applicable to each program.

- A Grant Information Form (Form) will be completed for each award received by the city. The city department receiving the grant will be responsible for completion of the Form. Assistance in completed the form is available from the Treasurer in the Finance Department if requested.
- Applicable federal compliance requirements will be obtained from the latest Matrix of Compliance Requirements included in federal supplements. The Matrix is included in the compliance supplement for OMB A-133 which can be found at cfda.gov. Each applicable compliance requirement will contain documentation on the specific procedures and controls that are in place to assure compliance and shall be indicated on Page 2 of the Form.
- Forms will be completed prior to **March 1** of each year for all grants included in the city's annual budget. For grants awarded after the start of the year, the Form will be completed prior to grant expenditures being expended.
- Completed Forms with all relevant documentation and attachments will be retained by the administering department. A copy of the Form along with all relevant documentation will be submitted to the Treasurer in the Finance Department.

ALLOWABLE COSTS

POLICY

Allowable Use of Funds

The city will only charge costs for allowed activities to each grant. All costs charged to grants will conform to the applicable cost principles and / or will be allowable costs under the grant provisions.

Definitions

- Allowable costs: A cost that complies with all legal requirements that applies to a particular program including statutes, regulations, guidance, applications, and approved grant awards.
- Omni Circular: OMB Uniform Guidance: Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards.
- CFR: Code of Federal Regulations
- 2CFR200s: Federal cost principles that provide standards for determining whether costs may be charged to Federal grants. All grantees and sub-grantees are required to follow the cost principles set out in 2 CRF 200.

<https://www.nifa.usda.gov/sites/default/files/resource/Uniform%20Guidance%20%282%20CFR%20200%29%20Fact%20Sheet%20FINAL%209-8-16.pdf>

- **Advance Payment:** A payment that an awarding agency or pass-through entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the entity disburses the funds for program purposes.

DETERMINING ALLOWABLE COSTS

A. Framework for Analyzing Allowable Costs. Grant programs are governed by a variety of rules including statutes, regulations, and non-regulatory guidance. To determine whether a cost may be paid with grant funds, i.e. whether the cost is permissible, staff must be familiar with these rules and how they work together.

Generally, when analyzing whether a particular cost is permissible, it is useful to perform the following analysis:

- ✓ Is the cost specifically included in the city's approved grant budget?
- ✓ Is the cost forbidden by Federal laws such as 2 CFR 200s? (see below for examples)
- ✓ Is the cost permissible under the relevant Federal/State program?
- ✓ Is the cost consistent with the Federal cost principles in 2 CFR 200s?
- ✓ Is the cost consistent with program specific fiscal rules?
- ✓ Is the cost consistent with an approved program plan and budget, as well as any special conditions imposed on the grant?

While there are other important considerations city staff must consider when analyzing whether a specific proposed cost is permissible, the above questions can provide a useful framework for the analysis.

B. Allowable Costs – Costs that may be allowable under 2 CFR 200s under specific conditions:

- ✓ Advisory councils
- ✓ Audit costs and related services
- ✓ Bonding costs
- ✓ Communication costs
- ✓ Compensation for personal services
- ✓ Depreciation and use allowances
- ✓ Employee morale, health, and welfare costs
- ✓ Equipment and other capital expenditures
- ✓ Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of Federal programs
- ✓ Insurance and indemnification
- ✓ Maintenance, operations, and repairs
- ✓ Materials and supplies costs
- ✓ Meetings and conferences
- ✓ Memberships, subscriptions, and professional activity costs
- ✓ Security costs

- ✓ Professional service costs
- ✓ Proposal costs
- ✓ Publication and printing costs
- ✓ Rearrangement and alteration costs

C. Costs Forbidden by Federal Law - 2 CFR 200s identifies certain costs that may never be paid with Federal funds. The following list provides examples of such costs. If a cost is on this list, it may not be supported with Federal funds. The fact that a cost is not on this list does not mean it is necessarily permissible. There are other important restrictions that apply to Federal funds, such as those detailed in 2 CFR 200s; thus, this list is not exhaustive.

D. Unallowable Costs under the Omni-Circular

- ✓ Advertising and public relations costs (with limited exceptions) are prohibited, includes promotional items and memorabilia, including models, gifts, and souvenirs.
- ✓ Alcoholic beverage
- ✓ Bad debts
- ✓ Contingency provisions (with limited exceptions)
- ✓ Fundraising and investment management costs (with limited exceptions)
- ✓ Donations
- ✓ Contributions
- ✓ Entertainment (amusement, diversion, social activities, and any associated costs)
- ✓ Fines and penalties
- ✓ General government expenses (with limited exception pertaining to Indian tribal governments and Councils of Government (COGs))
- ✓ Goods or services for personal use
- ✓ Interest

E. Allowable / Unallowable Costs for State Programs – State guidelines will be followed for allowable and unallowable costs.

F. Program Allowability – Any cost paid with grant funds must be permissible under the grant program that would support the cost.

Many programs detail specific requires and/or allowable uses or activities of funds. Issues such as eligibility, program beneficiaries, caps, or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis related to allowable costs.

G. Federal Cost Principles – The Omni-Circular defines the parameters for the permissible uses of Federal funds. While there are many requirements contained in it, it includes five core principles that serve as an important guide for effective grants management. These core principles require all costs to be:

1. Necessary for the proper and efficient performance or administration of the program.

2. Reasonable. In other words, it should be clear to an outside observer why a decision to spend money on a specific cost made sense considering the cost, needs, and requirements of the program.

3. Allocable to the Federal program that paid for the cost. This means that a program must benefit in proportion to the amount charged to the Federal program, for example, if a worker is paid 50% with funds from Program A, the worker must work in Program A at least 50% of the time. This also means that recipients need to be able to track items or services purchased with Federal funds so they can prove they were used for Federal program purposes.

4. Authorized under state and local rules. This means that all actions carried out with Federal funds must be authorized and not prohibited by state and local laws and policies.

5. Adequately documented. A recipient must maintain proper documentation to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

The Omni-Circular also contains specific rules on selected items of costs. Costs must comply with these rules to be paid with Federal Funds.

H. Program Specific Fiscal Rules - All programs have specific rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc. have an important impact on analyzing whether a particular cost is permissible.

Many states administered programs require grantees to use Federal program funds to supplement the amount of state, local (and in some cases other Federal) funds they spend on program costs, and not to supplant (or replace) those funds. Generally, the “supplement, not supplant” provision means that Federal funds must be used to supplement the level of funds from non-Federal sources by providing additional services, staff, programs, or materials. In other words, Federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and in some cases with other Federal funds).

I. Approved Plans, Budgets, and Special Conditions – All costs must be consistent with approved program plan and budgets. Costs must also be consistent with all terms and conditions of grant awards, including any special conditions imposed on the City’s grants.

J. Revision of Budget and Program Plans – The budget plan is the financial expression of the project as approved during the grant application process. It shall be related to performance for program evaluation purposes whenever appropriate.

During the year, funding strategies may change for a variety of reasons. If an allowable cost is not in the original budget, a budget amendment must be submitted.

Grant guidance should be referenced to determine if approval shall be obtained whenever any of the following changes is anticipated under a non-construction award:

- ✓ Revision would result in the need for additional funding.
- ✓ Cumulative transfers among direct cost categories or among separately budgeted programs, projects, functions, or activities.

K. Training – Each city department will ensure training on the allowable use of grant funds to all staff involved in the program(s) through activities such as:

- Distributing guidance documents:
- Distributing City policies and procedures.
- Developing templates, checklists, and other guidance documents as appropriate.
- Internal training sessions.
- Routine staff meetings; and
- Informal technical assistance.

The city department will promote coordination between all staff involved in grant programs through activities such as:

- Routine staff meetings.
- Joint training sessions.
- Policies and procedures that address all aspects of grant management.
- Sharing information that has cross-cutting impact such as single audits, monitoring reports, letters from oversight entities, etc.

PROCEDURE VIOLATIONS

Any city employee who violates this procedure will be subject to appropriate discipline as defined in the City of Eagle River Personnel Policies and Procedures.

PURCHASING

1. POLICY

The purpose of the procurement policy is to ensure the City's funds are appropriately spent in the most cost-effective manner and that the purchase has been approved by the required administrative hierarchy. The policy will also assist City employees in understanding the procurement policy.

2. PROCEDURE

Acceptable Methods of Procurement – The following five methods are acceptable methods of procurement per the uniform grant guidance. **The City's Purchasing Policy shall be followed when more stringent.**

CITY OF EAGLE RIVER

UNIFORM GRANT GUIDANCE POLICIES AND PROCEDURES

- A. **Micro-purchases** of supplies and services \$10,000 or less do NOT require quotes to be received and effort should be made to distribute evenly these purchases to qualified suppliers.
- B. **Small purchases** from supplies or other property and services more than \$10,000 and not exceeding \$150,000 do require quotes but NO pricing analysis. If used, price or rate quotations must be obtained from an adequate number of qualified sources.
- C. **Sealed bids** are required for purchases of \$150,000 or greater. Sealed bids are publicly solicited. Bids will be opened publicly and awarded based on firm-fixed-price contract (lump sum or unit price) to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest price.

D. **Competitive proposals** used for projects over \$150,000 and may be fixed price or cost reimbursement.

a. This method is typical for architectural/engineering professional services and price is not used. Instead, contract is awarded to most qualified competitor with compensation subject to negotiation.

b. Section 200.320(d) contains specific requirement for competitive bid proposals.

E. **Noncompetitive proposals** (sole source) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

a. Item is only available from a single source.

b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitations.

c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

d. After solicitation of several sources, competition is determined inadequate.

3. ACCOUNTS PAYABLE

Accounts payable shall be processed in accordance with the procedures documented in the City's Procurement Policy and Procedure Handbook.

4. VENDOR DISBARMENT OR SUSPENSION

The City is prohibited from contracting with or making sub awards under "covered transactions" to parties that are suspended or debarred or whose principals are suspended or debarred under 2 CFR 200.213.

“Covered transactions” include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000. All non-procurement transactions entered by the City (i.e., sub awards to sub recipients), irrespective of amount, are considered transactions, unless they are exempt as provided in 2 CFR section 180.215.

All city departments are required to verify vendor eligibility by searching under the suspension and debarment list on the <https://sam.gov> website.

(Instructions: on the Search Records screen, select Advanced Search – Entity, enter partial or entire Entity Name, enter Location, click Search, Advanced Search results should appear.)

CONFLICT OF INTEREST

In compliance with the uniform grant guidance implementation the following conflict of interest policies must be followed.

1. EMPLOYEE CONFLICT OF INTEREST

The city must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. The officers, employees, and agents of the city may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. These written standards are included in the City of Eagle River Code of Ethics/Conflicts of Interest Statement.

The standards include the following provisions: No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by an award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agency, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm or considered for a contract.

2. ORGANIZATIONAL CONFLICT OF INTEREST

Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a procurement action involving the related organization.

3. DISCLOSING CONFLICT OF INTEREST

The city must disclose in writing any potential conflict of interest to the granting agency in accordance with applicable awarding agency policy.

CASH MANAGEMENT

1. POLICY

The drawdown of grant funds will, in most cases, only be made to request reimbursement of incurred costs. If advances on grant funds are received, assurances will be made to follow applicable grant limitations and requirements.

2. PROCEDURES: CASH / CHECKS RECEIVED

Incoming cash receipts shall be processed with the City of Eagle River Finance Department Policies and Procedure Handbook.

A. Daily Cash Management – The City of Eagle River Treasurer is charged with the daily management of the bank accounts and cash reserves of the city.

B. Bank Account Reconciliation – The Treasurer’s Department is responsible for reconciling cash to bank record, and Finance Department is responsible for reconciling bank accounts with the city’s general ledger in accordance with City of Eagle River Finance Department Policies and Procedure Manual.

3. ADVANCE PAYMENTS

A. Definitions

Advance payment means a payment that an awarding agency or pass-through entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-granting entity disburses the funds for program purposes.

B. Advance Payment Procedure

If the city receives payment in advance, it must maintain or demonstrate the willingness to maintain both written procedures that: 1) minimize the time elapsing between the receipt of funds and disbursement of said funds through grant activities and 2) maintain a financial management system that meet the standards for fund control and accountability.

Non-granting entities must be authorized to submit request for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as they like when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act.

Advance payments received:

- Must be deposited and maintained in insured accounts whenever possible
- Must be maintained in interest-bearing accounts, unless the following apply:
- The city receives less than \$120,000 in awards per year.
- The best reasonably available interest-bearing account would not be expected to earn interest more than \$500 per year on cash balances. Interest earned amounts up to \$400 per year may be retained by the city for administrative expense. If the city earns any additional interest on advance payments

DOCUMENTATION OF PERSONNEL EXPENSES TIMES AND EFFORT REPORTING AN DAPPROVAL PROCESS

1. POLICY

All employees whose compensation is paid, in full or in part, with grant funds (including those used to meet a match/cost share requirement) must maintain time and effort records in accordance with the grant standards. Employees must provide the information required on a timely basis and in accordance with all procedures. Time and effort records must be maintained for the city to charge employee compensation costs to grant; thus, compliance with these procedures prevents disallowance of salary and wages charged to a grant.

Compensation for employees engaged in work on grant awards will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of the city. In cases where similar work for grant awards is not found in other activities of the city, compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the city competes for the kind of similar work involved.

2. DEFINITIONS

Cost Objective: Costs that require the city to track expenditure information to ensure it spends a specific amount for a specific purpose.

Employee Compensation: Compensation paid to an employee including salaries, and other benefits paid to an employee for services rendered during the grant period. The city may require specific groups of employees to complete additional time records as verification of services rendered during an award period.

Multiple Cost Objectives Employees: Employees who work on multiple cost objectives such as:

- More than one award or funding source.
- More than one activity within an award that is separately tracked by the city including match and in-kind contributions.

Single Cost Objective Employees: Employees who work exclusively on one cost objective.

3. PROCEDURES

All employees paid with grant funds must adhere to the following procedure to complete the appropriate time and effort records. These procedures also apply to employees paid with non-grant funds that are used as a match (or in-kind contribution) in a grant program.

A. Standards for Documentation Of Personnel Records

Charges to grant awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

- Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated.

- Be incorporated in the official records of the city.
- Reasonably reflect the total activity for which the employee is compensated by the city, not exceeding 100% of compensated activities.
- Encompass both grants assisted, and all other activities compensated by the city on an integrated basis but may include the use of subsidiary records.
- Comply with the established accounting policies and practices of the city.
- Support the distribution of the employee's salary or wages among specific activities or cost objectives.

Budget estimates alone do not qualify as support for charges to grant awards, but may be used for interim accounting purposes, provided that:

B. Reconciled Annually

When it is the city's practice to charge employee compensation costs to grant programs based on budget estimates reasonably approximate how an employee will work during the year, the city will reconcile the payroll charges annually to actual.

If the City/Department identifies a variance between how an employee's salary was charged and how the employee worked, the Finance Department will be notified, and an adjustment will be made through payroll so that the amount charged to grant funds reflects the employee's actual time and effort.

C. Document Retention

Time and effort records must be maintained for a period of seven (7) years.

D. Employee Accountability and Sanctions

Failure to follow the established provisions of time and effort reporting may subject the individuals or departments responsible to disciplinary actions in accordance with the city's disciplinary procedures.

EQUIPMENT AND SAFEGUARDING ASSETS

1. POLICY

The maintenance of accurate records of city-owned fixed assets is essential. The Finance Department is responsible for establishing and maintaining an inventory system which will account for these assets on an annual basis. Such fixed-asset management shall be done in accordance with the [City of Eagle River Finance Department Policy and Procedure Handbook](#).

2. PROCEDURES

All employees must adhere to the city procedure to ensure goods are maintained in a properly controlled and secured environment.

3. DISPOSAL

All city property and equipment deemed surplus shall be disposed in accordance with City of Eagle River Ordinance – Chapter 2 – Article VIII Property Disposal.

Disposition of the equipment that is no longer used, that was purchased under a grant program, will be made in accordance with the awarding agency disposition instructions.

MATCHING

1. POLICY

Any matching, local level of effort or earmarking requirements of any grant award will be met using only allowable funds or costs which are properly calculated and valued.

2. PROCEDURES

A cost claimed for reimbursement or used to meet cost sharing or matching requirements in any grant (including in-kind contributions) cannot be claimed for reimbursement or used to meet cost sharing or matching requirements in another grant (unless otherwise permitted in the grant agreement).

ELIGIBILITY

1. POLICY

Only eligible individuals and organizations will receive assistance under grant programs. Sub-awards of grant funds will only be made eligible to sub-recipients. In addition, amounts provided to eligible individuals and organizations will be calculated in accordance with program requirements and restrictions.

2. PROCEDURES

Specific procedures regarding eligibility for each program will be developed based on criteria established by the program.

REPORTING

1. POLICY

Reports of grant awards required to be submitted to the awarding agency or pass-through entity will be prepared with all activity of the reporting period, be supported by underlying accounting or performance records, and be fairly presented in accordance with grant requirements.

2. PROCEDURES

Personnel assigned to prepare, review, and approve reports will possess the required knowledge, skills, and abilities necessary to adequately complete the task.

The underlying accounting and other performance records used to prepare the reports will be monitored and reviewed for completeness prior to reports being submitted. The basis of

accounting method required by the grant award will be used in the preparation of the data and report.

Supervisory review of reports will be completed to assure accuracy and completeness of data and information included in the reports.

Each department will be responsible to ensure that reports are submitted when due. The Finance Department will monitor for compliance on an annual basis.

PERIOD OF PERFORMANCE

1. POLICY

The city will incur expenditures during the grant period of performance. Management is committed to complying with the period of performance as specified in the grant agreement.

2. PROCEDURE

City management is responsible for complying with grant requirements will communicate the grant period of performance to the employee approving expenditures and processing disbursements for payment. All applicable employees will be made aware of the grant period of performance.

SUB-RECIPIENT AND CONTRACTOR DETERMINATION AND MONITORING

1. POLICY

In determining whether a purchase for service contract providers is considered sub-recipients or contractors, the substance of the relationship is more important than the form of the agreement. Determination of whether a purchase of service provider is a sub-recipient, or a contractor is the responsibility of the Department Head (or his/her designee) of the department receiving the grant.

The Department Head (or his/her designee) must complete the "Checklist for Federal Sub-recipients and Contractor Determination" form at the beginning of each award period when there are service contract providers involved. The checklist can apply to multiple years if the determination does not begin or end after the project period of the applicable funding. If an organization engages in multiple contracts or has multiple encumbrance document and a difference in the relationship exists, a new determination checklist should be completed.

2. REQUIREMENT FOR PASS THROUGH

The Uniform Grant Guidance expanded the elements that are required to be included in each sub-recipient agreement. The city will ensure that our standard sub-recipient agreements contain all the required data elements (please refer to 2 CFR § 200.331 for an all-inclusive list of the 15 specific data elements). These requirements include the following:

Must clearly identify the agreement as a sub-award, must provide the following information, and if not available provide the best available information:

- Federal award identification
- Sub-recipient's name and DUNS number
- Federal award identification number and date
- Sub-award period of performance, start and end
- Amount of Federal funds obligated, and total amount of Federal funds obligated to the sub-recipient
- Federal award project description
- Name of Federal Awarding agency, and other Past Through Entities (PTE)s
- CFDA Number and name for each payment at the time of disbursement
- Identify whether the award is R&D
- Indirect cost rate (ICR)
- Approved federally recognized ICR
- Rate negotiated between the PTE and sub-recipient
- A De Minimis ICR

1. SUBRECIPIENT MONITORING

To comply with Uniform Grant Guidance, the city is required to do the following:

- Perform risk assessments to determine appropriate sub-recipient monitoring
- Perform appropriate and ongoing monitoring of each sub-recipient. On-site reviews, training, technical assistance, and contracting for an agreed-upon procedure engagement for monitoring are all examples of various monitoring efforts that may be employed.
- Review reports that the pass-through entities require of the sub-recipient
- Review sub-recipient's audits, as considered necessary
- Consider how to address sub-recipient noncompliance
- Issue a management decision for audit findings of the sub-recipient within six months

Some examples of items the city may consider when performing these risk assessments include:

General Assessment

Does the sub-recipient have the maturity to manage the grant funds?

Has there been staff turnover at the sub-recipient, either in the fiscal or programmatic areas?

To what extent has the sub-recipient developed or implemented new or substantially changed systems?

How long has the sub-recipient been in business?

Monitoring & Audit Assessment

What did prior audits report with respect to internal control or noncompliance findings?

Has any on-site monitoring been performed in the recent years and, if so, what were the results of those monitoring visits?

Financial System Assessment

Does the sub-recipient have an effective financial management system in place?

CITY OF EAGLE RIVER

UNIFORM GRANT GUIDANCE POLICIES AND PROCEDURES

Does the accounting system identify the receipts and expenditures of program funds separately for each award?

Overall Fiscal Assessment

How material is our funding terms of overall funding for the sub-recipient?

Has the sub-recipient been untimely in the drawdown of funds?

Financial Stability Assessment

What does the current and prior year financial statements report as far as financial strength?

Has the sub-recipient been able to meet its cash needs?

Program Assessment

What is the program manager's assessment of the services from a programmatic perspective?

Has the sub-recipient been meeting its current reporting requirements?

Does the sub-recipient also subcontract funds to other providers?

The risk considerations are not all inclusive; additional considerations may be necessary to document key risks, the assessment of these risks, and how the identified risks affect the extent of monitoring to be performed.

City of Eagle River

CLIENT LIAISON:

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



DATE:

April 9, 2024

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

Plan production 90% complete.
 Specifications 75% complete.
 An updated cost estimate has been forwarded to the city for review.
 Permits 30% complete.
 We continue 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.
 - A task was opened last month to develop cost estimates for McKinley Blvd for a funding opportunity with Senator Tammy Baldwin.

GIS UPDATE (R00088098)

(No change)

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.

City of Eagle River
Authorizing Resolution to Commit Match Funds &
Certification of Match Funds Secured

RESOLUTION NO. _____

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF EAGLE RIVER,
providing a Guarantee of Match Funds for the
2024 Community Development Block Grant Public Facilities (CDBG-PF), Application

Related to the City of Eagle River's participation in the Community Development Block Grant (CDBG) Program;

WHEREAS, federal monies are available under the CDBG Annual Public Facilities Competition, administered by the State of Wisconsin Department of Administration, for the purpose of improvement of public facilities; and

WHEREAS, the Common Council of the City of Eagle River has authorized the submission of a CDBG Public Facilities Application to the State of Wisconsin for the following project: E. Spruce Street and N. 3rd Street Improvements; and

WHEREAS, an adequate local financial match must be provided for the proposed CDBG Public Facilities project by the City of Eagle River.

WHEREAS, the City of Eagle River must certify that all matching funds required to complete the proposed project have been secured for and committed to the project prior to the submission of the CDBG application; and

WHEREAS, the City of Eagle River must acknowledge that a delay in starting construction by July 1, 2025 and/or completing construction by October 31, 2026 due to the City not having the matching funds that are reported as committed and secured in the CDBG application documents, then the State of Wisconsin Department of Administration Division of Energy, Housing and Community Resources may deny a timeline extension and may rescind the CDBG award;

NOW, THEREFORE, BE IT RESOLVED, that the City of Eagle River does hereby authorize the commitment of match funds to be used as outlined in the CDBG application, for the match amount of \$ 3,232,932, from the following secured source(s): Open market, short-term, note anticipation note issued by Baird Financial.

ADOPTED on this 9th day of April, 2024.

The governing body of the City of Eagle River has authorized the above resolution to commit match and certify match funds secured for the CDBG project referenced within the resolution.

ATTEST:

Becky Bolte, City Clerk

Jeff Hyslop, Mayor

Division of Energy, Housing and Community Resources

Community Development Block Grant – Authorizing Resolution to Submit a CDBG Application

City of Eagle River

(UGLG/Unit of General Local Government)

**Authorizing Resolution to Submit a
Community Development Block Grant (CDBG) Application**

Relating to the City of Eagle River participation in the
(County, City, Village, or Town) *(UGLG/Unit of General Local Government's Name)*
Community Development Block Grant Public Facilities (CDBG-PF) Program
(Name of Program, e.g., Public Facilities (CDBG-PF), Planning (CDBG-PLNG))

WHEREAS, Federal monies are available under the Community Development Block Grant (CDBG) program, administered by the Wisconsin Department of Administration (DOA) Division of Energy, Housing and Community Resources (DEHCR) for the purpose of the provision or development of a Public Facility Improvement for the CDBG-PF Program
(Activity and Program, e.g., Public Facility Improvement for the CDBG-PF Program; Plan for the CDBG-PLNG Program)

for the City of Eagle River ;
(County, City, Village, or Town) *(UGLG's Name)*

WHEREAS, after public meeting and due consideration, the City Council
(Name of Appropriate Committee)
has recommended that an application be submitted to DOA for the following project:

E. Spruce Street and N. 3rd Street Improvements ; and
(CDBG Proposed Project Title)

WHEREAS, it is necessary for the City Council to
(County Board, City Council, Village Board, Town Board)
approve the preparation and filing of an application for the City to
(County, City, Town, Village)
receive funds from this program; and

WHEREAS, the City Council has reviewed the
(County Board, City Council, Village Board, Town Board)
need for the proposed project(s) and the benefit(s) to be gained there from;

NOW, THEREFORE, BE IT RESOLVED, that the City Council
(City Council, County Board, Village Board, Town Board)

Division of Energy, Housing and Community Resources

Community Development Block Grant – Authorizing Resolution to Submit a CDBG Application

does hereby approve and authorize the preparation and filing of an application for the above-named project; and that the _____ **Mayor** _____ is hereby
(Council President, Mayor, Board Chair, Village President)

authorized to sign all necessary documents on behalf of the _____ **City** _____ ; and
(County, City, Village, Town)

that authority is hereby granted to _____ **Common Council** _____
(Name of Appropriate Committee)

to take the necessary steps to prepare and file the application for funds under this program in accordance with this resolution.

ADOPTED on this 9th day of April, 2024. ATTEST: _____
(Day) (Month) (Year) (Signature of Clerk)

The governing body of the City of Eagle River has authorized the above resolution
(UGLG's Full Name)

by Resolution No.: 1033, dated 4/09/2024.
(Resolution Number) (Date Authorized)

Signature of the Chief Elected Official _____ **Mayor** _____ 04/09/2024
Title Date Signed

Jeff Hyslop
Typed Name of the Chief Elected Official

Division of Energy, Housing and Community Resources

Community Development Block Grant – Authorizing Resolution to Submit a CDBG Application

AUTHORIZING RESOLUTION TO SUBMIT A CDBG APPLICATION:

SUBMISSION INSTRUCTIONS

The Unit of General Local Government (UGLG) ***must*** submit documentation verifying the Chief Elected Official (CEO) has been authorized to submit a CDBG Application. The Authorizing Resolution to Submit a Community Development Block Grant (CDBG) Application form is provided to serve as this documentation, upon being completed by the UGLG and submitted with the UGLG's CDBG Application materials.

- Fill in the designated spaces throughout the form. (Please refer to the micro text located beneath each fillable slot for guidance on the type of information that must be input.)
- The **Authorizing Resolution to Submit a CDBG Application** form must be signed by the local Clerk.
- The **Authorizing Resolution to Submit a CDBG Application** form must be signed by the UGLG's Chief Elected Official (i.e., Mayor, City Council President, Village Board President, Town Board Chairperson, County Board Chairperson, etc.). Make sure to provide the signature, typed name, and title of the Chief Elected Official (CEO). Fill in the date the form is signed by the CEO.
- Retain the original completed **Authorizing Resolution to Submit a CDBG Application** form for the UGLG's prospective grant file and submit a copy to the Division of Energy, Housing and Community Resources (DEHCR) with the UGLG's CDBG Application materials.

Community Development Block Grant - Public Facilities (CDBG-PF) 2024 Grant Application

PART 1 – GRANT REQUEST		
Grant Request Amount: \$ 1,000,000	Applicant's Match: \$ 3,232,932	Total Project Cost: \$ 4,232,932
<i>NOTE: The amounts listed above must be the same as those submitted on the accompanying Project Budget & Matching Funds Form attachment.</i>		
Project Title: E. Spruce Street and N. 3 rd Street Improvements		
Brief Project Description: Reconstruct water utilities, sanitary sewer, storm sewer, sidewalk, street, and curb		
Project Timeline Requirements: Upon receiving CDBG funding, the municipality applying for funds commits to ensuring that: <ul style="list-style-type: none"> Construction begins no later than July 1, 2025; Construction is completed no later than October 31, 2026; and The Final Payment Request and Project Completion documents will be received by DEHCR no later than December 31, 2026. 		
PART 2 – APPLICANT INFORMATION & SIGNATURE		
<i>[To check any box below, double-click the check box and select the "Checked" option under the "Default value" field.]</i>		
APPLICANT (Unit of General Local Government [UGLG]): Eagle River		
UGLG Type: <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town <input type="checkbox"/> County	County: Vilas	
Joint Application? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If yes, list other unit[s] of government):		
Chief Elected Official (CEO): Jeff Hyslop	Title: Mayor	
UGLG Clerk: Becky Bolte	Title: Clerk	
UGLG Administrator (if different than Clerk): Robin Ginner	Title: Administrator	
UGLG Treasurer (if different than Clerk): Cory Hoffman	Title: Treasurer	
UGLG Street Address: 525 E. Maple Street		
UGLG City: Eagle River	UGLG Zip Code (9-Digit): 54521 - 8328	
UGLG Mailing Address if different than above: P.O. Box 1269, Eagle River, WI 54521-1269		
UGLG Phone: (715) 479 – 8682	UNIQUE ENTITY IDENTIFIER (UEI) #: <small>(REQUIRED – UEI # is issued in the federal System for Award Management (SAM). Applicant must have a UEI, which can be obtained through SAM without full registration. UGLG will be required to also have a full "active" registration in SAM if awarded CDBG funds. Refer to Application Instructions.)</small> ELMLFME92HL9	
DUNS #: 07 - 479 - 4249	FEIN: 39 - 6005434	
CEO E-Mail: jah4wi@choicetel.net	Clerk E-Mail: bbolte@eagleriverwi.gov	
If the UGLG contracted with a third party to complete this application, please provide the contract/invoice amount for application preparation services: \$ <u>8500</u>		
Applicant Signature		
Chief Elected Official (CEO) Signature:		Date:
<p><i>By signing here in Part 2, the designated (or otherwise authorized) Chief Elected Official (CEO) is certifying that they have been authorized by the governing body of the UGLG to submit this CDBG-PF application;* the information submitted in this application is true and accurate; and the UGLG agrees to the terms set forth in the 2024 CDBG-PF Application and 2024 CDBG-PF Application Instructions for applying for and receiving CDBG-PF funds, upon award and acceptance of award by the UGLG.</i></p> <p><i>*[An "Authorizing Resolution to Submit the CDBG Application" must also be included in the Application Attachments.]</i></p>		

Application Contact

Name: Art Bahr		Title: Sr. Community Development Administrator	
Firm/Company/Entity: MSA Professional Services, Inc.			
Mailing Address: 1500 N. Casaloma Dr. Ste 100			
City: Appleton		State: WI	Zip: 54914
Phone: (920) 545 – 2086		E-Mail: abahr@msa-ps.com	

Current CDBG Assistance

List currently open CDBG-CV, CDBG-DR, CDBG-ED, CDBG-Housing, CDBG-PF, CDBG-PFED, CDBG-PLNG, and CDBG-SP awards:

Project:	Grant Agreement #:	Award Date:	Performance Period End Date:	Award Amount:
N/A				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$

[To check a box below, double-click the check box and select the "Checked" option under the "Default value" field.]

Did any previous CDBG award(s) monies fund part or all of the Public Facilities (PF) project for which you are applying with this application?

Yes No

PART 3 – CERTIFICATIONS

I, Jeff Hyslop, Mayor of City of Eagle River
Name of the Chief Elected Official (CEO) Specify the CEO's Job Title Unit of General Local Government's (UGLG's) Name

in Vilas County County(ies) certify that the The City of Eagle River
(County Name) Unit of General Local Government's (UGLG's) Name

will comply with terms set forth in the **Initial Eligibility Information Certification; Statement of Assurances Certification; Lobbying Certification; Acquisition, Relocation and Demolition Certification; and Fair Housing Actions Certification** as listed in Part 3 of this CDBG Application and the information provided for these Certifications is true and accurate.

Jeff Hyslop

Chief Elected Official's (CEO's) Full Name

Chief Elected Official's (CEO's) Signature

INITIAL ELIGIBILITY CERTIFICATION

The Chief Elected Official (CEO) certifies that:

1. The Unit of General Local Government (UGLG) is a non-entitlement community that does not receive CDBG funds directly from the U.S. Department of Housing and Urban Development (HUD).
2. The UGLG has an updated *Citizen Participation Plan* that has been adopted by the local governing body, which meets the CDBG Program's current requirements.
3. The UGLG has held a public hearing prior to the submission of this Application and provided adequate notice, which **must** be at least 2 weeks (14 days) notice **or** the equivalent of a Class 2 Notice, in accordance with the terms specified in the UGLG's *Citizen Participation Plan* in effect on the date of the first notice.
4. The UGLG's *Citizen Participation Public Hearing Certification* is attached to this application.
5. The Public Hearing Meeting Minutes are attached to this application.
6. A list of the Public Hearing attendees [either provided in the Public Hearing Minutes or on a separate meeting sign-in sheet] is attached to this application.
7. The UGLG confirms that it has secured all matching funds required to complete the CDBG project; and the *Resolution to Commit Match & Certification of Match Secured* is attached to this application.
8. The UGLG's *Authorizing Resolution to Submit CDBG Application* is attached to this application.
9. The UGLG acknowledges that if the project is funded, the UGLG will be required to complete the environmental review process **before** the UGLG begins construction and can receive grant funds.
10. The UGLG acknowledges that if the project is funded, professional services for grant administration will be properly procured in compliance with Federal, State, and local requirements.
11. The UGLG acknowledges that fees paid for grant application preparation and grant administration may be published on DEHCR's web page.
12. The UGLG is not debarred from receiving federal grant funds.
13. The UGLG understands that incomplete applications may be denied before review and denial of incomplete applications **cannot** be appealed.

Contact the Bureau of Community Development if the Applicant has any questions or concerns regarding these eligibility requirements.

**CITY OF EAGLE RIVER
POLICY TO PROHIBIT THE USE OF EXCESSIVE FORCE
AND TO ENFORCE APPLICABLE STATE AND LOCAL LAWS
PROHIBITING PHYSICALLY BARRING ENTRANCES/EXITS
FOR NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS**

RESOLUTION NO. 1035

A resolution of the City Council of the City of Eagle River, to adopt the policy to prohibit the use of excessive force and to enforce applicable state and local laws prohibiting physically barring entrances/exits for non-violent civil rights demonstrations:

WHEREAS Section 104 (L)(1) of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 69 §5304) prohibits the State from expending or obligating any Community Development Block Grant funds to any unit of general local government that does not have or adopt a policy prohibiting the use of excessive force by local law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and a policy of enforcing State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction;

AND WHEREAS it is in the interest of the City of Eagle River to pursue Community Development Block Grant Funds and to adopt policy that complies with Section 104 (L)(1) of Title I of the Housing and Community Development Act of 1974 as amended (42 USC 69 §5304);

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF EAGLE RIVER:

- I. It is POLICY of the City to prohibit the use of excessive force by law enforcement agencies within the City's jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.
- II. It is POLICY of the City to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within the City's jurisdiction.
- III. The officials and employees of the City shall assist in the orderly prevention of all excessive force within the City of Eagle River by implementing the authority and enforcement procedures set forth in Title I of the Housing and Community Development Act of 1974.
- IV. The City Council directs the Eagle River Chief of Police to implement this Resolution by amending applicable Eagle River Police Department procedures.

PASSED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF EAGLE RIVER.

Chief Elected Official Signature, Jeff Hyslop, Mayor
Jeff Hyslop, Mayor

Date 4/9/2024

ATTEST: _____
Municipal Clerk Signature, Becky Bolte,

Date 4/9/2024

CITY OF EAGLE RIVER WISCONSIN RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN FOR CDBG PROGRAMS

This Residential Anti-Displacement and Relocation Assistance Plan (RARAP) is prepared by the City of Eagle River in accordance with the Housing and Community Development Act of 1974, as amended; and HUD regulations at 24 CFR 42.325 and is applicable to our CDBG¹ projects.

Minimize Displacement

Consistent with the goals and objectives of activities assisted under the Act, the City of Eagle River will take the following steps to minimize the direct and indirect displacement of persons from their homes:

- Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.
- Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.
- If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are “lower-income dwelling units” as defined in 24 CFR 42.305).
- Target only those properties deemed essential to the need or success of the project.

Relocation Assistance to Displaced Persons

The City of Eagle River will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG Program, move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

One-for-One Replacement of Lower-Income Dwelling Units

The City of Eagle River will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the CDBG Program in accordance with 24 CFR 42.375.

Before entering into a contract committing the City of Eagle River to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, the City of Eagle River will make public by publication in the Vilas County New and submit to the U.S. Department of Housing and Urban Development (HUD) through the State, under the State CDBG Program, the following information in writing:

1. A description of the proposed assisted project;
2. The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided. **NOTE: See also 24 CFR 42.375(d).**
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
7. Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom unit), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b).

To the extent that the specific location of the replacement dwelling units and other data in items 4 through 7 are not available at the time of the general submission, the City of Eagle River will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

Replacement not Required Based on Unit Availability

Under 24 CFR 42.375(d), the City of Eagle River may submit a request to HUD (or to the State, if funded by the State) for a determination that the one-for-one replacement requirement does not apply based on objective data that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the area.

Contacts

The City Clerk (715-479-8682) is responsible for tracking the replacement of lower-income dwelling units and ensuring that they are provided within the required period.

The City Treasurer (715-479-8682) is responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use.

Adopted by the City of Eagle River City Council on: April 9, 2024.

Jeff Hyslop
Chief Elected Official (CEO) Typed/Printed Name

Mayor
CEO Title

Chief Elected Official Signature

ATTEST:

Becky Bolte
Municipal Clerk Typed/Printed Name

Clerk
Municipal Clerk Title

Municipal Clerk Signature

Date Adopted: 04/09/2024

Date Effective: 04/09/2024

City of Eagle River
Resolution to Adopt an Updated Citizen Participation Plan

WHEREAS, the City of Eagle River has applied
(County, City, Village, or Town) (UGLG/Unit of General Local Government's Name)
for a Community Development Block Grant (CDBG); and

WHEREAS, the State of Wisconsin Department of Administration (DOA) and the U.S. Department of Housing and Urban Development (HUD) require recipients of Community Development Block Grant (CDBG) monies to have in place a current Citizen Participation Plan; and

WHEREAS, the Citizen Participation Plan shall encourage citizen participation (especially by persons of low and moderate income (LMI)), provide citizens reasonable and timely access to local meetings and information, provide for technical assistance, provide for public hearings, provide for complaint procedures, and accommodate non-English speaking residents; and

WHEREAS, the City of Eagle River has prepared
(County, City, Village, or Town) (UGLG/Unit of General Local Government's Name)
and publicly reviewed a Citizen Participation Plan;

NOW, THEREFORE, BE IT RESOLVED, that the City Council
(City Council, County Board, Village Board, Town Board)
of the City of Eagle River officially
(County, City, Village, or Town) (UGLG/Unit of General Local Government's Name)
adopts the Citizen Participation Plan.

ADOPTED on this 9th day of April, 2024. ATTEST: _____
(Day) (Month) (Year) (Signature of Clerk)

The governing body of Eagle River has authorized the above resolution
(UGLG/Unit of General Local Government's Name)
by Resolution No.: 1034, dated 04/09/2024.
(Resolution Number) (Date Authorized)

Signature of the Chief Elected Official Mayor 04/09/2024
Title Date Signed

Jeff Hyslop
Typed Name of the Chief Elected Official

City of Eagle River

Citizen Participation Plan for the Community Development Block Grant (CDBG) Program

PURPOSE

In order for the CDBG Program to operate effectively, and to address the needs of the citizens of the City of Eagle River, the entire population must be kept informed. The decision-making process must be open and consistent with State and Federal regulations. To accomplish this, the following plan will be followed:

PROGRAM OVERSIGHT

1. The City of Eagle River shall create a Citizen Participation Committee, members of which shall be appointed by the Chief Elected Official and confirmed by the City Council. This Committee shall be responsible for implementation of the Citizen Participation Plan (CPP), as well as offering guidance in preparation of the grant application.

The City of Eagle River shall oversee the preparation of the Community Development Block Grant (CDBG) grant application.

2. To insure responsiveness to the needs of its citizens, the City of Eagle River shall provide for and encourage citizen participation. Particular emphasis shall be given to participation by persons of low- to- moderate income (LMI).

CITIZEN PARTICIPATION

1. The City of Eagle River shall establish a committee composed of persons representative of the City of Eagle River demographics. This committee must include at least one LMI person.

The committee members may include representatives from the local government, real estate, banking and labor communities whenever possible. This committee shall assume responsibility for coordinating all required elements of the Citizen Participation Plan. All committee members must be residents of the City of Eagle River.

NOTICE OF HEARINGS

1. Official notice of hearings will be by public notice in the *Vilas County News* as a 2-week (14 days) notice prior to the hearing date. In addition, the public notice shall be posted at the City of Eagle River City Hall. These notices will include the time, place and date of meetings, as well as a brief agenda.
2. All notifications of meetings and available assistance must be worded in such a way as to encourage LMI participation. In addition, all meeting announcements shall include where, and during what time, information and records relating to the proposed and actual use of funds may be found.

REQUIRED PUBLIC HEARINGS

Public hearings shall be held to obtain citizen views and to enable them to respond to proposals at all stages of the CDBG Program, including the development of needs, the review of proposed activities and the review of program performance. Hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries and with accommodations for the handicapped, and, if needed, for non-English speaking persons.

1. The first hearing will receive citizens' views and provide an explanation of:
 - a. Community development needs, objectives, and strategies.
 - b. The CDBG program including goals, objectives, application process, amount of funds available, timetable, eligible activities, etc.
2. The second hearing will receive citizens' views and provide a review of the performance of the funded activities.
3. The first public hearing shall be held during the development of the application for funds.
4. The second public hearing shall be held during the implementation of the program. If the project includes construction, demolition, and/or structural rehabilitation activities, then the second hearing must be held after construction, demolition, and/or rehabilitation has begun and is in progress.
5. The City of Eagle River will attempt to have at least one of the public hearings in the service area.

PROGRAM INFORMATION, FILES, and ASSISTANCE

1. Technical assistance will be provided to any citizen who requests information about program requirements. Assistance with the application process will be provided by City staff in the Community Development Department. A City staff member will meet with citizens on request.
2. The City of Eagle River will maintain, in the City Hall, a record of all citizen participation efforts including minutes of meetings, newspaper clippings, and copies of notices and brochures.
3. Citizens will be invited to make proposals regarding the application. If suitable proposals are submitted in writing, a written response will be provided within 15 days. Every effort will be made to respond to all proposals prior to the final action on the subject.
4. Citizens may petition or request in writing assistance or changes.

The City of Eagle River staff will respond to all such requests within 15 days after the City Council has met to discuss the request.

COMPLAINTS

The City of Eagle River will handle citizen complaints about the program in a timely manner. By federal regulation the City will respond in writing to all written letters of complaint within 15 days after receipt of the complaint. The nature and disposition of verbal complaints will be reported in a complaint log. The first contact for complaints should be made to City Clerk.

In addition to the above procedure, any citizen wishing to object may complain directly to the following address:

Attention: Executive Staff Assistant
Wisconsin Department of Administration
Division of Energy, Housing and Community Resources
P.O. Box 7970
Madison, WI 53707-7970

Written complaints should contain the following information and should be as specific as possible when describing:

- 1) The Program area being referenced: HOME, Community Development Block Grants for Housing (CDBG – Housing), Community Development Block Grants for Community Development (CDBG – Community Development), Emergency Solutions Grants (ESG), etc.;
- 2) The event resulting in the complaint;
- 3) The dates, details, and reason for the complaint; along with
- 4) The complainant's name, address, and telephone number.

ACCOMMODATIONS

The City of Eagle River will respond to residents' requests for reasonable accommodations to participate in CDBG public hearings in accordance with state and federal laws; and include instructions for making accommodation requests in hearing notices.

NON-ENGLISH SPEAKING PERSONS

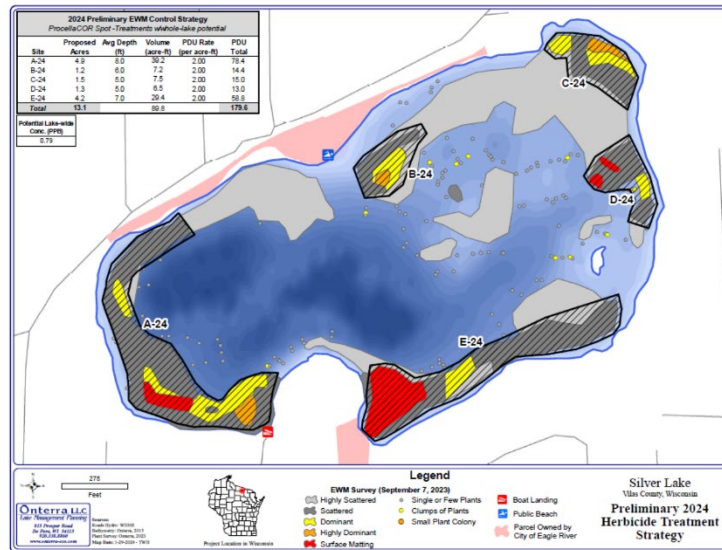
The City of Eagle River will regularly review the demographic data of the municipality and survey a CDBG project area and/or service area if deemed necessary to identify non-English speaking persons; and will take steps to assure them equal opportunity in the citizen participation process.

Silver Lake - Eurasian Water Milfoil Treatment Bids

Bid closing March 11, 2024

Treatment Costs			TOL 10%	COER 40%	SLA 50%
2024	ProcellaCOR Treatment 2024				
	Schmidt's Aquatic, LLC	\$10,278.70	\$1,027.87	\$4,111.48	\$5,139.35
	Tigris USA	\$10,617.50			
	Acquatic Biologists, Inc.	\$10,633.75			
	Acquatic Plant Management	\$12,589.43			
	DNR Permits 2024	\$370.00	\$37.00	\$148.00	\$185.00
	Onterra Monitoring 2024	\$6,910.00	\$691.00	\$2,764.00	\$3,455.00
	Herbicide Monitoring Analysis	\$5,575.00	\$557.50	\$2,230.00	\$2,787.50
2025	Hand harvesting 2025 <i>(estimate only)</i>	\$7,800.00	\$780.00	\$3,120.00	\$3,900.00
	DNR Permits 2025	\$150.00	\$15.00	\$60.00	\$75.00
	Onterra Monitoring 2025	\$5,135.00	\$513.50	\$2,054.00	\$2,567.50
TOTAL Treatment Expense		\$36,218.70	\$3,621.87	\$14,487.48	\$18,109.35
	2024	\$23,472.50	\$2,313.37	\$9,253.48	\$11,566.85
	2025	\$13,085.00	\$1,308.50	\$5,234.00	\$6,542.50

2024 Aquatic Herbicide Treatment Silver Lake - Eagle River, Wisconsin



This proposal is being prepared for anticipation of an aquatic herbicide treatment on Silver Lake by:

Schmidt's Aquatic, LLC

Hamilton Harvey

7470 Sherman Rd

Bancroft, WI 54921

(920) 980-9190

hdhiii@schmidtsaquatic.com

This proposal has been solely prepared for:

City of Eagle River – Silver Lake

Robin Ginner – City Administrator

715-479-8682 Ext 227

SCHMIDT'S AQUATIC, LLC

REQUEST FOR PROPOSAL: Robin Ginner requested a proposal on behalf of the City of Eagle River for an aquatic herbicide treatment on Silver Lake dated 2/14/2024. Working alongside the City of Eagle River will be the lake consultant Onterra.

PROJECT FIELD: City of Eagle River has requested that polygons A24, B24, C24, D24, and E24 totaling 13.1 acres be chemically treated with the aquatic herbicide ProcellaCOR EC. The anticipated treatment date has not been chosen; however, it will most likely take place in May or June of 2024, based on Onterra's, City of Eagle River, and the WI DNR's recommendation of a treatment date.

PROJECT PRICING: Below is a breakdown of the project costs per the quantities of materials for each specific site as described in the Request for Proposal.

Silver Lake 2024 Eagle River - ProcellaCOR -									
Areas	Acres	Avg Dep	Acre Ft	PDU/Rate	Amount	Chemical No Warranty	Labor @ \$125 Per Acre	Mobilization	TOTAL
A24	4.9	8.0	39.20	2.00	78.4	\$3,684.80			
B24	1.2	6.0	7.20	2.00	14.4	\$676.80			
C24	1.5	5.0	7.50	2.00	15.0	\$705.00			
D24	1.3	5.0	6.50	2.00	13.0	\$611.00			
E24	4.2	7.0	29.40	2.00	58.8	\$2,763.60			
Total	13.1		89.8		179.6	\$8,441.20	\$1,637.50	\$200.00	\$10,278.70

Total – ProcellaCOR with No Warranty - \$10,278.70

Payment Terms to Schmidt's Aquatic, LLC: TERMS ARE NET 10 DAYS, 1.5% PER MONTH, AFTER 21 DAYS.

SCHMIDT'S AQUATIC, LLC:

- ❖ **Owner/Operator – Hamilton Harvey**
- ❖ **Mailing Address – 7470 Sherman Rd**
 - **Bancroft, WI 54921**
- ❖ **Mobile Number – (920) 980-9190 (Speak directly with me)**
- ❖ **Email – hdhiii@schmidtsaquatic.com**
- ❖ **WI Business Applicator License #93-022613-020730**
- ❖ **WI Individual License #93-022613-019190**
- ❖ **A copy of Certificate of Insurance and Liability Insurance is included with a \$2,000,000.00 General Aggregate and includes \$1,000,000.00 Personal Injury & Advertising Limit, as well as a \$1,000,000.00 Professional Liability coverage. A copy can be furnished at your request.**

PROJECT EQUIPMENT: Schmidt's Aquatic vessel is a 24' Sea Ark, which can carry 2500Lbs of herbicide. All the equipment is calibrated and injected sub surface, utilizing 6 bow mounted drop hoses, which vary in depth depending on the average depth of the weeds. This in turn increases herbicide concentration and exposure time. Our GPS system is a Case FM750 which has a +/- reading of 0.75 feet of accuracy for correct chemical placement. We also use a Garmin 65 GPS as an additional guidance unit.

PROJECT PERMITTING: The City of Eagle River will be responsible and pay for the ALL permits required by either the WI DNR or other regulatory agencies. Schmidt's Aquatic will prepare (at no charge) all of the necessary permits including - WI DNR Chemical Aquatic Plant Control Permit Application 3200-004 and/if required, the Large-Scale Worksheet 3200-4A. At the conclusion of the aquatic herbicide treatment, Schmidt's Aquatic will also complete the Aquatic Plant Management Herbicide Treatment Record 3200-111 as required by the WI DNR. Schmidt's Aquatic has obtained statewide coverage for the Wisconsin Pollutant Discharge Elimination System (WPDES) Permit requirements. Schmidt's Aquatic will submit online to the WI DNR all related permits and pay for them at the time of submission. Once the

completed permits are submitted to the DNR, Schmidt's Aquatic will submit an invoice for all the required permits to the City of Eagle River for immediate reimbursement.

SCHMIDT'S AQUATIC ACCOUNTABILITIES: All labor, materials, liability insurance, regulatory permits, and the necessary equipment required to perform the aquatic herbicide application will be completed by Schmidt's Aquatic. With regards to posting the chemical warning signs on the lake and within the designated treatment areas. Schmidt's Aquatic will provide all the warning signs necessary to post the lake, and in most instances, with the help of volunteers, I would rather the volunteers post the lake as they know most of their neighbors. If the warning signs are posted by the lake group, Schmidt's Aquatic will credit the City of Eagle River \$500 which is already figured into the total cost reflected above.

CITY OF EAGLE RIVER ACCOUNTABILITIES: The City of Eagle River along with Onterra will be responsible for all public informational meetings, should one be required. The City of Eagle River will be responsible for all permit mailings if required. The City of Eagle River will work Onterra to ensure all electronic data and mapping information is current prior to the treatment. The City of Eagle River in conjunction with the Onterra, must notify Schmidt's Aquatic in writing confirming the treatment date is approved, and the project can move forward. The City of Eagle River will be responsible for paying all shipping cost/handling to return any of the chemical products that were ordered for the project should the City of Eagle River cancel the project after the WI DNR has approved the permit and the chemical has been ordered and delivered. Schmidt's Aquatic never orders chemical until a permit has been approved, and the client has advised me to order the chemical as they plan on moving forward with the project. Although Schmidt's Aquatic has never had a project cancelled by its client, Schmidt's Aquatic does not carry over any chemicals from year to year.

SCHMIDT'S AQUATIC, LLC

QUALIFICATIONS: Schmidt's Aquatic has been actively involved in the control of invasive species for over 20 years. Schmidt's Aquatic is continually proven to be the industry leader in Wisconsin at controlling invasive species. Customer service, fair pricing, and quality is an everyday reality at Schmidt's Aquatic. When you call Schmidt's Aquatic, you will speak directly to the owner.

CONCLUSION: Schmidt's Aquatic is looking forward to working with you and supporting your efforts to improve Silver Lake. We are confident that we can meet all the challenges ahead and stand ready to partner with the City of Eagle River in delivering an effective aquatic herbicide treatment.

If you have any questions regarding the proposal, please contact me personally so we can discuss any issues and resolve them at that time.

Thank you for your consideration, as it's my hope we'll be working together in the upcoming spring.

Hamilton Harvey
Owner/Operator - Schmidt's Aquatic LLC

REFERENCES: - All lakes below have been treated with ProcellaCOR

Moshawquit Lake – Mark Emerick – 920-202-4004 – In 2022, Schmidt's Aquatic treated this lake as a whole lake project totaling 131 acres. To date, this is the largest project using ProcellaCOR in Wisconsin

Anderson Lake – David Liss – 920-819-2384 – In 2022, Schmidt's Aquatic treated 32 acres with ProcellaCOR.

Minocqua Kawaguesaga Lake – Sally Murwin – 715-356-1149 niwrum@charter.net ProcellaCOR treatments in 2019, 2020, 2021, 2022, 2023 – Over 300 acres treated on both lakes.

Legend Lake – Jeremy Johnson – 715-799-5710 jeremyj@co.menominee.wi.us – ProcellaCOR treatments in 2020, 2021, 2022, 2023 – Over 300 acres treated, and in 2024 were looking at 50+ acres.

Silver Lake – Daniel Verbanac – 920-680-7611 daniel.verbanac@constellation.com – ProcellaCOR treatment in 2021 – 15 acres treated, and in 2022 10 acres treated.

Nokomis Bridge Lake – David Nycz – 715-829-2558 dnycz@wbmi.com – ProcellaCOR treatment in 2022, 2023 – 75 acres

Little St Germain Lake – Cheryl Kelsey – 715-614-2323 sellthenorthwoods@gmail.com – ProcellaCOR treatment in 2020 – 32 acres treated.

Crooked Lake – Pat Porubcan – 920-539-1153 porubcanpat@gmail.com – ProcellaCOR treatment in 2020 – 32 acres treated.

Upper Gresham Lake – Brad Subler – 708-471-6733 – In 2022, Schmidt's Aquatic treated 8.2 acres with ProcellaCOR.

Wilson Lake – Blake Pluemer – 314-258-0801 – In 2022, Schmidt's Aquatic treated 11 acres with ProcellaCOR.

Enterprise Lake – Tim Lehman – 920-915-3231 – In 2022, Schmidt's Aquatic treated 20 acres with ProcellaCOR.

Chute Pond – Floyd Schmidt – 920-841-9506 – In 2022, Schmidt's Aquatic treated 23 acres with ProcellaCOR.

Metonga Lake – Gary Mueller – 715-478-2049 – In 2022, Schmidt's Aquatic treated 13 acres with ProcellaCOR.

Lilly Lake – Sheila Siegler – 262-537-4340 – In 2022, Schmidt's Aquatic treated 12 acres with ProcellaCOR.

**Little St Germain Lake – Cheryl Kelsey – 715-614-2323
sellthenorthwoods@gmail.com – ProcellaCOR treatment in 2020 – 32 acres treated.**

**Crooked Lake – Pat Porubcan – 920-539-1153
porubcanpat@gmail.com – ProcellaCOR treatment in 2020 – 32 acres treated.**

Report to the Eagle River City Council – April 2024

Submitted by Anthony Sable, PGA

Dear Council Members,

I am very pleased to be back at the helm of Eagle River Golf Course for 2024. Thank you all for the opportunity. Despite at times troubling economic predictions, I think the golf industry is in a good position to continue its popularity and economic stability. I am confident that summer residents and vacationers will continue to enjoy memorable experiences like a great day golfing at ERGC.

With the recent snow and cold temperatures being a setback, it still looks like we will open earlier than last year's May 9th opening. The superintendent is estimating opening to be sometime in the last week in April, but more likely, May 1.

We kept prices the same as last year, which was a strategic decision suggested by me. This will continue the spirit of good will our locals and pass-holders and will position us nicely as a high-end course at value. Some peak-season 18-hole with cart examples are provided below:

Timber Ridge- Minocqua - \$96
St. Germain – St. Germain - \$85
ERGC – Eagle River - \$75
Bass Lake – Antigo - \$73
Northwood – Rhinelander - \$72
Plum Lake – Saynor (2 x 9 holes) - \$71

Pro-Shop

The pro-shop is clean, stocked with high quality merchandise from name brands that is priced, displayed and ready for sale. Wholesale prices continue to rise rapidly, which has forced us to adjust our retail prices as well. However, trying to preserve high margins is unnecessary as the pro-shop revenue does not impact greatly on the overall revenue figures for the entire golf operation.

RANGE

The superintendent will consider whether to open the range prior to the golf course or not. I have met with the high school golf team coach, who is desperate to have some sort of outdoor practice for his team. Obviously, this is entirely weather dependent, and the superintendent has sole discretion as to when the course (or range) is ready for use.

We have had very few issues with the range machine, and the picker attachment works great. The utility cart that propels the picker will have to be replaced within the next couple of years, but other than that, all range equipment is fine.

On my wish list for someday, is to raise the target "greens" on the range from front-to-back to add relief so that may be seen better by people on the practice tee.

Labor

We have enough hourly employees inside the shop and outside this season. This came at an increased cost however, as we had to raise hourly rates to attract and keep good workers. Almost all 2023 employees are returning this year and report that they enjoy working here under my supervision.

EXPENSES and PROJECTS

The pro-Shop does not have any significant projects or improvements scheduled. Obviously, the clubhouse situation is evolving and the biggest issue this course faces going forward, long-term.

Another project that should be on the horizon is re-paving the cart paths. We were talking about it with the City Administrator, but this was before we learned of problems with the clubhouse. Still, that project will be necessary at some point.

Another wish-list project for me would be to improve McKinley Blvd. from the highway to the clubhouse entrance. I know this was discussed briefly once before, but that road is terrible. It would make the whole experience much better if the road to the course entrance was nicer. That is the first thing visitors notice, *and the last thing*.

RESTAURANT

We very much look forward to seeing that our new restaurant proprietor has all the tools and support he needs to be successful here. He has a lot of great ideas and is dedicated to serving all customers at all times of the day. I believe this is the final piece of the puzzle that we were missing in providing a first-rate *overall* experience when visiting the Eagle River Golf Course.

Robin and I have been assisting Blaze, the proprietor, in getting the restaurant ready for the season. We cleaned restaurant equipment last year and replaced any equipment that was not working. We are preparing for a visit from the health inspector in May.

Respectfully,

- Anthony Sable, PGA Golf Professional/General Manager
Eagle River Golf Course

Proposal for Municipal Marketing and Media Services for the Eagle River Municipal Golf Course



March 22, 2024

Robin Ginner,
City Administrator,
City of Eagle River

Via Email – rcginner@eagleriverwi.gov

Good Day!

Kim Swisher Communications, LLC. (KSC), is grateful for the privilege of serving the City of Eagle River and the Eagle River Golf Course since 2020, providing social media marketing, graphic design and website maintenance. Over the past four years, we have worked closely with the staff to develop the Course's online presence, providing consistent, engaging information and imagery.

We began our work by assisting the City with obtaining control of the Course's Facebook page from a former employee. In July 2020, there were 712 followers. As of January 2024, there were 2,480 followers. Our social media marketing efforts reached more than 190,000 people online throughout the past six months.

We have consistently maintained the Course's website during the past four years, and we have been very responsive to all requests for updates, including creating images for messaging.

We respectfully submit this proposal, as we desire to continue to serve you.

Who We Are

KSC is a boutique digital marketing and communications firm founded by Kim Swisher in 2013. We are based in Downtown Eagle River at 521 East Wall Street. We are a team of five women experienced in digital marketing, social media management, public relations, graphic design and website maintenance. In October 2023, Kassie Krell Bellin became Co-Owner of KSC.

Our team is continually enhancing our skills by determinedly challenging ourselves by implementing industry best practices, actively engaging in continuing education, and continually learning new software tools that directly benefit our clients. This includes maintaining our Constant Contact Certified Partner certification with Constant Contact, participating in the annual Social Media Examiner Marketing World annual conference, Canva Design School, and Google and Facebook trainings.

Our Capabilities

In addition to serving the City and the Golf Course since 2020, KSC has served area small businesses, non-profit organizations, educational institutions, Tribal governments and programs and State of Wisconsin initiatives.

In 2017, we began serving the **Eagle River Chain of Lakes Associations (ERCLA)**. We were hired to assist with messaging for the merging of individual lake organizations with ERCLA, and increasing membership for the organization. We created and regularly update the website (<https://www.ercla.org/>). We created and maintain the Facebook page (<https://www.facebook.com/EagleRiverChain>). We regularly assist with press releases and organizational messaging (<https://www.ercla.org/news/current-news/>), and create the bi-annual printed newsletters (<https://www.ercla.org/news/newsletters/>).

Proposal for Municipal Marketing and Media Services for the Eagle River Municipal Golf Course

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ERCLA is a volunteer-led organization based in Eagle River. Our primary contact is Teri Stecker, Secretary of ERCLA.

In 2017, we began serving the **Wisconsin Indian Business Alliance (WIBA)**. We were hired to serve as the Coordinator for the volunteer-led coalition of Native Community Development Financial Institutions (CDFIs). Our mission was to create the website (<https://wiedc.org/>), develop communication tools to increase WIBA's presence in the State of Wisconsin, and maintain the organization's records as they developed the non-profit organization that has evolved to become the Wisconsin Indigenous Economic Development Corporation (WIEDC). We created and manage the Facebook page (<https://www.facebook.com/wiedcnative>), regularly send electronic communications including press releases (<https://wiedc.org/news/>), and we assist WIEDC in organizing events and workshops.

WIEDC is a volunteer-led organization based in Keshena. Our primary contact is Fern Orie, Interim CEO.

In 2018, we began serving the **Northwoods Association of REALTORS® (NWAR) and Greater Northwoods MLS** (<https://northwoodsrealtors.org/>). We were hired to promote the UpNorthMLS website (<https://listings.northwoodsrealtors.org/>) to potential sellers and buyers in the seven-county area that NWAR serves. We created and maintain the Facebook page (<https://www.facebook.com/UpNorthMLS/>), and utilize Facebook and Google ads to promote the website.

NWAR is a volunteer-led organization based in Woodruff. Our primary contacts are Lon Fisk, MLS Coordinator, and Matt Seegert, Association Executive.

In 2020, we began serving the **Northwoods Alliance, Inc. (NWA)** with the development of their *Northwoods Forest Conservation* series of printed handbooks. In addition to providing a final edit of the writings, we worked with the authors to develop the layout, and we coordinated the printing of the handbooks with Hahn Printing. In addition, we assisted Joe Hovel with editing and printing his memoir, "*From Barbells to Spruce Grouse, a 50-year Journey of Land Conservation*" (<https://www.northwoodalliance.org/barbellssprucegrouse>).

NWA is a non-profit and public charity. Our primary contact is Joe Hovel, Acting Director of Daily Operations.

We showcase these four clients because they represent the multitude of services that we offer our clients as we succeed in meeting their unique goals.

KSC serves our clients - and each other - with respect, empathy and honest communication. As a team, we collaboratively work on all aspects of our client projects. This approach ensures our ability to meet your expectations and goals, and bring you all-encompassing marketing services. Our team would serve the Eagle River Golf Course as an entire unit, as we have done the past four years.

Our Marketing Proposal and Timeline

KSC recognizes the Eagle River Golf Course has competition, and we identified 10 regional courses that compete for golfers, including:

Big Sand Lake Club, Phelps	Gateway Lodge, Land O' Lakes
Lac Vieux Desert Golf Course, Watersmeet	Big Stone Golf Course, Three Lakes
St. Germain Golf Club, St. Germain	Plum Lake Golf Club, Sayner
Trout Lake Golf Club, Arbor Vitae	Timber Ridge Golf Club, Minocqua
Pinewood Country Club, Harshaw	Northwoods Golf Club, Rhinelander

Proposal for Municipal Marketing and Media Services for the Eagle River Municipal Golf Course

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Capturing – and maintaining – an audience can be challenging, and that’s where we excel! Our 11 years of experience in marketing, along with our keen specialization in online marketing and community engagement, perfectly positions the Eagle River Golf Course for increased visibility.

We propose the following marketing plan for April 2024 through March 2025:

April through September 2024 –

- Continue maintaining the Course’s Facebook and Instagram pages, providing weekly posts and complimentary imagery. This includes our annual Summer marketing that targets visitors currently in Eagle River and the surrounding areas.
- Re-design the Course’s website, transferring hosting to a dedicated server for the Course located in the Northwoods. We would continue the online tee time reservations and ensure the website integrates with existing systems located at the Course.
- Maintain the website, adding information from the staff and groups that provide details throughout the Summer.
- Add Google Ads, promoting the Course on search engines and incorporating YouTube ads. This would target audiences in the same geographic area as our Facebook ads, as well as targeting audiences who search golf related topics that are visiting Eagle River and the surrounding area.
- Cross promote online ads by including them on the Course’s website, and enhancing the Course’s keywords for search engine optimization.
- Create all content imagery for social media and online advertising.
- Design flyers, rack cards, and any other information that the Course seasonally produces to ensure all branding follows consistent standards that we would define in the Style Guide we create.
- Develop print ads that would appear in the Vilas County News-Review, including an ad for the annual Headwaters Area Guide.
- Occasional press releases sent to KSC’s regional media list. Topics could include announcing the new restaurant operators, opening day, special outings that are planned, and more. We have strong relationships with regional media outlets including radio, television and print organizations.

The KSC team is prepared to continue services and implement the enhanced marketing strategies effective April 1, 2024.

We propose meeting with appropriate staff from the City and the Golf Course on a monthly basis to review the effectiveness of the marketing strategies, discuss upcoming events or activities that should be showcased, and address any questions or concerns. We will present our monthly reports, showing the effectiveness and engagement of the ads and content.

We welcome continuing additional conversations as needed throughout the Summer to ensure we are including all relevant information as it becomes available. Examples of past conversations include posting the damage to the Course after a storm, the vandalism the Course suffered, and, most recently, posting the RFP for marketing and media services.

Proposal for Municipal Marketing and Media Services for the Eagle River Municipal Golf Course

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October 2024 through March 2025 – Maintaining and Building the Course’s Audience

- Maintaining the website, providing updated information as it becomes available.
- Maintaining the Facebook and Instagram engagement, providing weekly posts and complimentary imagery.
- Maintaining the Google Ads, promoting the Course’s gift certificates and reservations for the 2025 season.
- Quarterly or semi-annual meetings with staff to review programs and discuss future marketing ideas, as well as review progress reports provided by the KSC team.

References

- Teri Stecker, Secretary of ERCLA – erclaonline@gmail.com
- Fern Orie, Interim CEO of WIEDC – ferno@wiedc.org
- Lon Fisk, MLS Coordinator, NWAR, and Matt Seegert, Association Executive, NWAR – lon@northwoodsrealtors.org and matt@northwoodsrealtors.org
- Joe Hovel, Acting Director of Daily Operations of NWA – nwa@nnex.net

Fees

- April through September 2024 – \$1,200 per month
 - Includes Facebook, Instagram and Google account management
 - Includes \$200 minimum for online advertising (Facebook, Instagram and Google)
 - Includes website maintenance as we have been doing
 - Includes all graphic design for online ads, flyers and print ads
 - Regional Press Releases promoting course activities and events
- Vilas County News-Review – April through September 2024 – \$4,162
 - Headwaters Area Guide – Full Page
 - Four 1/3 page ads (Opening Day, Memorial Day, July 4th and one other ad)
- October 2024 through March 2025 – \$950 per month
 - Includes Facebook, Instagram and Google account management
 - Includes \$100 minimum for online advertising (Facebook, Instagram and Google)
 - Includes website maintenance as we have been doing
 - Includes all graphic design for online ads, flyers and print ads
 - Regional Press Releases promoting course activities and events
- Vilas County News-Review – December 2024 - \$768 one-time cost
 - One 1/3 page ad – Christmas, Promoting Gift Certificates
- Website Re-Design – \$6,500 one-time cost
 - Annual Hosting and Domain Renewal – \$500 per year

We have included a website re-design, which would also include moving the site from its current host to a local provider, Web Work Life, based in Manitowish Waters. In our research, we discovered many golf courses, including the Trout Lake Golf Club, are using <https://www.foreupgolf.com/> for online tee times and course management.

Proposal for Municipal Marketing and Media Services for the Eagle River Municipal Golf Course

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To date, we have used the Course logo for designs. We welcome creating a new logo, but would need to have discussions with the Course team in order to gather more information. As mentioned, our graphic design time is included in our monthly fees, so there would be no additional fee for a single new logo.

Our total fees for an annual contract will not exceed \$17,830.

If you select to have us re-design the website and manage the hosting, our annual contract will not exceed \$24,830.

Thank you for your time in reviewing our proposal.

We welcome the opportunity to answer any questions you may have.

Respectfully submitted,

Kim Swisher, Co-Owner
Office: 715-437-0090
Email: kim@kimswisher.com

Kassie Krell-Bellin, Co-Owner
Office: 715-437-0090
Email: kassie@kimswisher.com

Attachment: Examples of graphic designs we have created

JOY RIOT

PRICE PROPOSAL FOR
EAGLE RIVER MUNICIPAL GOLF COURSE
MUNICIPAL MARKETING AND MEDIA SERVICES
MARCH 22, 2024

AGENCY CONTACT

Jessica McCarthy | President + Co-Founder

950 N. Washington Street

Alexandria, Virginia 22314

jmccarthy@joyriotagency.com

571.549.1569

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COVER LETTER

Robin Ginner
City Administrator
City of Eagle River
525 E. Maple Street, PO Box 1269
Eagle River, WI 54521

March 22, 2024

Dear Robin,

We are the perfect candidate for the development and execution of the Eagle River Golf Course's Branding and Marketing. Why? Because we have created branding, marketing, and advertising campaigns for attractions, destinations, tourism organizations, and municipalities before, including East Orange, NJ; Manassas, VA; Washington, DC; The Bahamas; and Old Saybrook, CT. Additionally, we've been recognized by City Nation Place (CNP) and are considered a CNP Expert in place-branding and marketing.

Our creativity begins with in-depth qualitative and quantitative research to develop a strategy rooted in an understanding of the brand itself, as well as the psychology and daily lives of the audience we're trying to reach. Through this process, we can ensure we create branding and marketing that truly resonates with your audience and builds a halo effect for your brand.

The rest of this proposal answers your questions and outlines our approach.

Sincerely,



Jessica McCarthy
President & Co-Founder
Joy Riot
950 N. Washington Street
Alexandria, VA 22314

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)

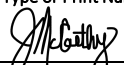
Non-Collusion Affidavit:

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.**

Jessica McCarthy
Type or Print Name of Individual

Signature of Individual
President
Title
3/21/24
Date
jmccarthy@joyriotagency.com
Email Address

Joy Riot
Doing Business as (Trade Name)
950 N. Washington Street
Street Address
Alexandria, VA 22314
City, State, Zip Code
571-549-1569
Telephone Number / Fax Number
82-2477591
SS # or TIN#

FIRM CAPABILITIES AND EXPERIENCE

JOY RIOT

950 N. Washington Street
Alexandria, VA 22314
571.549.1569

ABOUT US

We create pleasant interruptions.

To us, the term “joy riot” is more than a clever juxtaposition of words. It’s the pure essence of what an ad should be: something that gets your attention—but for all the right reasons.

We work with clients to create content that makes their parents, children, and spouses think they have cool jobs. More importantly, we deliver for our clients by surpassing revenue goals and making mincemeat of KPIs. How? By cutting through the clutter and connecting on an emotional level with target audiences.

Our work isn’t defined by one particular category or region. The one thing our clients have in common? They’re unafraid to start a joy riot.

Joy Riot is an advertising agency founded in 2017 by industry vets Jessica McCarthy and John Armstrong. Together with our team, we have decades of experience developing brands, integrated marketing campaigns, and websites. We work with small and large clients across a variety of industries, including attractions, destinations, municipalities, and local institutions.

PHILOSOPHY

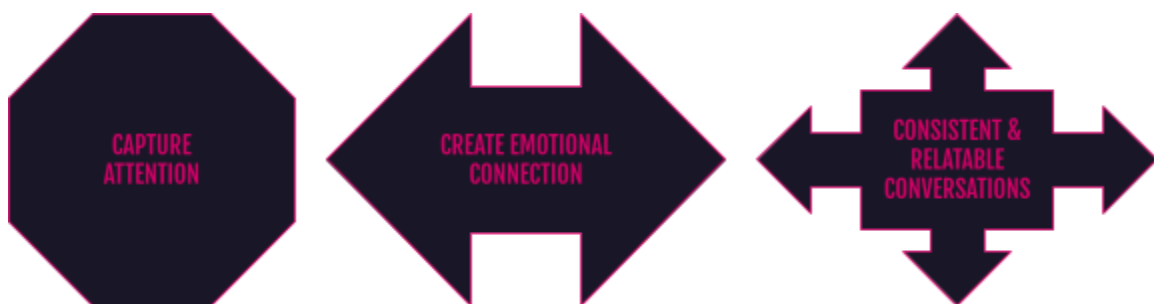
When thinking about your audience, we need to be aware of everything that is competing for their attention. On average, they're bombarded with 5,000 advertising messages per day. On top of that, their attention is constantly being pulled in different directions. As they binge-watch TV while scrolling on their tablet, their phone rings, their email dings, their family is yelling from the other room, and suddenly there's a breaking news update.

That is your competition. You are fighting for the finite attention span of your audience. You offer a respite from all this freneticism.

Additionally, you're competing with the brain's limited storage capacity. Your audience can't remember everything they see or hear because the brain is constantly purging information it deems unnecessary. Therefore, we need to create a stickiness factor—an emotional connection that convinces the brain's purging center, "This is something valuable I should save!"

We pull off this feat by creating branding, integrated marketing campaigns, and websites that are surprising, fresh, and emotionally and intellectually genuine. The first step is capturing attention. Then we establish a connection. And we repeat the process throughout our campaign.

WE CREATE PLEASANT INTERRUPTIONS



CAPABILITIES

Marketing Strategy

- Brand Strategy
- Marketing & Advertising Strategy
- Campaign Strategy
- Communication Planning
- Media Planning
- Market Research

Brand Identity

- Identity Systems
- Naming
- Logo
- Look/Feel/Voice
- Messaging
- Brand Guidelines

Content

- Editorial Calendars
- Video
- Static
- Asset Libraries
- Social Media Campaigns
- Channel Oversight

Integrated Campaigns

- Video
- Print
- Radio
- Out-of-Home
- Digital
- Social
- Email
- Direct Mail
- Event
- Point of Sale
- Collateral
- Non-Traditional
- Print Production
- Video/Photo Production
- Media Buying

Websites

- Customer Journey
- Content Assessment
- Site Planning
- Information Architecture
- Website Design
- Search Engine Optimization (SEO)
- Content Development
- Technical Development

WHY US

We've worked with attractions, municipalities and destinations that have established reputations already, and we've also worked with destinations that started at the ground floor and needed our help working their way up. We not only know what inputs we need to understand the intricacies of a place, but also what to do with that information to develop a strategic plan, and execute that plan. Our work has been recognized by our clients, and by City Nation Place for our strategic development and implementation of destination marketing.

In fact, we are a City Nation Place Expert, regularly contributing articles to their destination newsletters and website.

AWARDS & SALUTATIONS

- City Nation Place Award Finalist
- American Advertising Award Best in Show
- American Advertising Award Gold
- American Advertising Award Silver
- Hatch Award
- Effie Award
- Webby Award
- W3 Award
- PRINT Award
- 40 Under 40 Awards (founders)
- MM&M Award
- DTC Award
- Biz Award Best in Biz

PROVEN BRAND BUILDING EXPERTISE

When it comes to your branding and marketing needs, hiring an integrated agency with expertise in building brands gives you an edge. We take a look at the Eagle River Golf Course brand holistically, think strategically about where it could go and how to get you there, and then we apply that in ways that will truly resonate with your audience.

We have built brands from scratch, produced brand evolutions and complete rebrands. We have created compelling marketing, from strategy through creative development, to execution and optimization. We have produced engaging videos that tell stories and drive results. We have worked with a variety of municipalities, government organizations, and nonprofit clients. And

through all of this, we have achieved impressive results that have even surprised us. The combination of this experience positions Joy Riot to be able to apply our knowledge, strategic expertise, and talent to be your branding and marketing partner for Eagle River Golf Course.

EXPERIENCE WITH DESTINATION BRANDING & MARKETING

We have worked with many destinations on their strategic plans, branding and marketing, including:

- DC BID Council
- DC Deputy Mayor's Office for Planning & Economic Development
- Colonial Williamsburg
- East Orange, NJ
- Libertyville, IL: Libertyville Foundation
- Manassas, VA
- Naperville, IL: Naperville Public Library
- National Museum of African American History and Culture
- Northern Virginia Regional Park Authority
- Old Saybrook, CT: Acton Public Library, Old Saybrook Youth & Family Services
- Ossining, NY: Ossining Union Free School District
- Saint Charles, MO
- Tacoma, WA: Parks Tacoma
- The Bahamas
- Washington, DC
- Westchester County, NY

WORK SAMPLES

The following case studies provide a sample of recent relevant work we have completed both in terms of scope and industry.

EAST ORANGE, NJ BRANDING

East Orange, New Jersey has a fascinating history. Its Central Avenue was once considered The Fifth Avenue of the Oranges. Shopping there was a “hats and gloves” affair. And it was voted America’s tidiest city.

Since that time, multiple factors contributed to its demographic and economic shifting. The suburbs grew, the 1960s erupted into riots, and massive roadways cut through its downtown.

Recently, East Orange decided to lean into their new reality in order to inspire a renaissance, as occurred next door in Newark. They’re embracing their cultural diversity as well as their location as the Crossroads of New Jersey.

The logo we created embraces these characteristics, as its layers overlap the same way East Orange’s populations overlap with each other to create new and unique identities, and its major highways, rail, and nearby air travel options overlap to bring people into the city to live, work, and play. Through this initiative, East Orange is attracting new businesses and residents who will be part of the next phase of the city’s rebirth.

Who We Are

We Are Inclusive
“East Orange is a city for everyone. Our voice doesn’t just speak, it listens- taking all walks of life, in our city, into account.”

We Are Not Gated
“We don’t speak in a manner that projects exclusivity. East Orange welcomes new perspectives and opportunities.”

We Are Dynamic
“Our community is a tapestry of...”

We Are Not Frigid
“Our tone is never cold and...”

Core Message

Experience the vibrant and dynamic crossroads of New Jersey.

Meet the Family

Franklin Gothic

Heavy
ABCDEFGHIJKLMN**OP**QRSTUVWXYZ
abcdefghijklm**no**pqrstuvwxyz
0123456789

Book
ABCDEFGHIJKLMN**OP**QRSTUVWXYZ
abcdefghijklm**no**pqrstuvwxyz
0123456789

Headlines & Body Copy

Use the following typefaces and weights for content that features headlines or body copy to establish hierarchy.

60pt **Main Headlines** always use **Franklin Gothic Medium.**

Sub in Book.

Primary Color Palette

Our palette is a modernized take on the mid-century city flag. The palette projects the electrifying cultural-infusion experienced in East Orange. Do not alter or substitute hues.

Vivaldi Red

C: 0	R: 237
M: 93	G: 56
Y: 85	B: 54
K: 0	

#e31a1c
PANTONE: 179 C

Casandora Yellow

C: 0	R: 255
M: 20	G: 204
Y: 74	B: 92
K: 0	

#ffc50c
PANTONE: 135 C

Jewel Teal

C: 71	R: 71
M: 13	G: 168
Y: 49	B: 150
K: 0	

#47a896
PANTONE: 7723 C

Baltic Prince

C: 87	R: 23
M: 44	G: 92
Y: 61	B: 87
K: 30	

#176657
PANTONE: 7476 C



DC BID COUNCIL

Covid-19. Didn't see that one coming. It impacted all of us. It even impacted municipalities.

Washington, DC was not immune. There were times when it had some of the country's highest rates. Therefore, DC instituted strict safety mandates. Eventually, those mandates compromised area businesses—coffee shops, restaurants, bars, dry cleaners, clothiers, museums, stadiums, and other landmarks where commuters spend money.

To entice them back once rates subsided, we launched the Return to DC campaign, working with the Deputy Mayor's office and 11 DC Business Improvement Districts (BIDs).

Qualitative and quantitative research told us that people react most strongly to FOMO: Fear of Missing Out. So we reminded them of "That Time..." all the funny, crazy, romantic, and otherwise memorable moments occurred to them in DC.

The campaign launched in digital banners, digital out of home, traditional out of home, social, and emails that all pointed back to a microsite where residents took part in challenges that encouraged them to return, post evidence on Instagram, and tag the BIDs.

Overall campaign performance was exceedingly high. In addition to people engaging with the BIDs online—social media alone earned 20x the typical CTR—there was a 42.5% increase in commuters returning to their DC office, according to Kastle Systems' access control system data reports.

DC RETURN TO CITY LIFE

DMPED @DMPEDDC
DMPED Or maybe you're better suited for a bike? 100s of miles of designated bike paths and trails stretch throughout the city, allowing quick and safe access to neighborhoods throughout the District. Bring a helmet and a friend on your next adventure. Live your best city life by visiting [ReturnToDC.com](#).

#ReturnToCityLife #WashingtonDC #ObviouslyDC

DC Bid Council @dcbidcouncil
 Put on your best disguise—and comfortable shoes—and take your secret agents out for a fun-filled afternoon in the Nation's Capital. Museums, galleries, and other family-friendly activities are available across the city. Live your best city life by visiting [ReturnToDC.com](#).

#ReturnToCityLife #SWDC

DC RETURN TO CITY LIFE

THAT TIME YOU HAD BREWS WITH YOUR BROS AT DC BRAU.

LEARN MORE

DC RETURN TO CITY LIFE

THAT TIME YOU SPENT A MIDSUMMER NIGHT WITH THE BARD AT THE FOLGER THEATRE.

LEARN MORE

DC RETURN TO CITY LIFE

THAT TIME YOU SEARCHED FOR THE HIDDEN ROOSTER ON THE NATIONAL CATHEDRAL.

LEARN MORE

DC RETURN TO CITY LIFE

THAT TIME YOU RETURNED TO DC LIFE AND FELL BACK IN LOVE WITH IT.

FILED & RECORDED
 DC IN ACTION
 #DCPHOTOALBUM
 #OBTAINDC

CULTURE HOUSE ANNIVERSARY EVENT
 Thursday, September 30, 2021
 7:00 PM - 11:00 PM

LEARN MORE

16 PHOTOS
 Photos of people, art in Golden Triangle you'll post to Instagram

550 SQUARE FEET
 Square feet covered by yoga mats at NaMa Fit in the Embassy

19 GALLERIES
 Digital Galleries address with outdoor gallery

DATE NIGHTS February - March

ARE AN COSTI

DC RETURN TO CITY LIFE
[www.ReturnToDC.com](#)

THAT TIME YOU WERE INVITED TO A PANDA'S BIRTHDAY PARTY AT THE NATIONAL ZOO.

DC RETURN TO CITY LIFE

THAT TIME YOU WENT UNDERCOVER AND BROKE THE CODE AT THE INTERNATIONAL SPY MUSEUM.

THAT TIME THE PRESIDENT GAVE YOU AN EXCUSE FOR BEING LATE.

THAT TIME YOU RETURNED TO DC LIFE AND FELL BACK IN LOVE WITH IT.

DC RETURN TO CITY LIFE
[www.ReturnToDC.com](#)

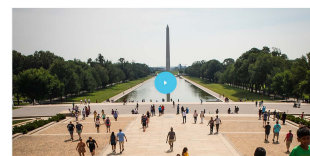
TAKE THE DC PHOTO ALBUM CHALLENGE

#DCPhotoAlbum

#ReturnToCityLife

HOW TO ENTER

Are your social media posts feeling like empty calories? Make you need inspiration. Add your best pic of the District to the #DCPhotoAlbum for a chance to win gift cards and other prizes from DC businesses.



DC RETURN TO CITY LIFE

SPONSORS

Return To DC Council

Home Depot | Amazon | UPS | Capital One | Capital One | DC | Amazon | Uber | Lyft | Microsoft | Intel | Verizon | AT&T | T-Mobile | Comcast | Spectrum | Cox | Charter | Optimum | Verizon | AT&T | T-Mobile | Comcast | Spectrum | Cox | Charter | Optimum

Click image to watch video

NOVA PARKS: CLIMB UPTON

NOVA Parks needed to launch its new attraction: Climb UPton. It's a massive structure unlike any other. And that was part of the problem. Not only did our client need help selling it. They also needed help describing it.

So we built the brand from the ground up. We used pinpoint language with targeted appeal. And we decided Climb UPton was exactly this: a 90-piece aerial ropes course—a vertical adventure. Next, we nailed down an enticing tag (Are you up for it?). And assigned specific language to everything they needed: tickets, employees, and customers.

Our next move was the strategy behind the ads. We needed to bring the experience of Climb UPton to life.

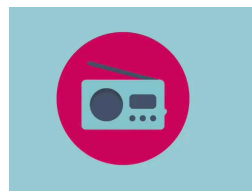
We undertook a logistically-complex photo and video shoot. We shot it from every angle, capturing individual climbing elements and wide-angled structure shots. All outdoors, while hundreds of actors and volunteers took on the structure from dawn to dusk.

We executed for video, print, digital, digital OOH, radio and social media. We started with a teaser campaign which had people literally lining up opening day for tickets, both online and off. The sustained marketing created huge demand, and we were able to secure editorial in local publications.

Today, web traffic is booming and the general public is buzzing about Climb UPton.



Click Image above to Watch Video



Click Image above to Listen to Radio

LIBERTYVILLE FOUNDATION

BRAND IDENTITY

Residents of Libertyville, Illinois are proud of their village. So proud, they sought for years to contribute to its future in ways that go beyond the services supported by their tax dollars—to beautify and enhance their village.

The Mayor and Board of Trustees established the Libertyville Foundation as a charitable arm toward that end.

And while at first the Foundation was largely known for planting trees and installing benches, they've become a community investment machine.

They asked us to update their logo accordingly. Make it simpler yet bolder. Focused and strong.

So we eliminated the image of downtown from their current logo, straightened the type, chose a more modern font which we tweaked for uniqueness, and placed the two letterforms for their initials into a stylized and ownable lockup.

We also rewrote their entire identity—mission, vision, tagline. And provided a brand guidelines document providing use cases so they're ready to present themselves as the formidable organization they've grown to become.



2.1 Mission

What we do and how we do it.
Libertyville Foundation promotes the growth and prosperity of our Village through generosity that results in beautification, enhanced public safety, and unity among neighbors. Together, we leave Libertyville better than we found it.



Mission

2.3 Tagline

Together we grow.

Our tagline highlights the synergistic relationship between our foundation and our fellow Villagers. Donor assistance is integral to what we do. And since we put our efforts back into Libertyville, those donors witness their generosity come to fruition. "Together we grow" thanks our audience for their support while simultaneously inviting them to appreciate the growth our foundation has brought the Village.

3.1 Tone

When writing for Libertyville Foundation, consider the following rules.

- Lend your neighbor some sugar:** Our words convey an optimistic outlook.
- Lead the pack:** Confidence is key. We are leading our fellow Villagers to a brighter future.
- Welcome them in:** Use language that is welcoming. We're inviting our neighbors to participate in our goals.
- Speak as a community pillar:** Our tone paints us as a permanent fixture of Libertyville.
- Face the future:** We are proud of our legacy, but we are oriented towards the future.

3.2 Key Message

We're building a legacy that lasts longer than us through a charitable spirit.

Our key message is used internally to remind us of the general sentiment all communication should convey. It's not something typically used externally. Instead, it's used internally to ensure our messaging stays true to who we are.

5.1 Color Palette

Our brand colors are the primary visual footprint of Libertyville Foundation. Use as often as possible to establish ownership of this combination.

LIBERTY BLUE	100%	LEGACY RED	100%
C: 95 M: 70 Y: 54 K: 3	R: 23 G: 88 B: 146	C: 0 M: 85 Y: 98 K: 58	R: 209 G: 31 B: 67
#175992		#D51F43	
PANTONE 7686 C	20%	PANTONE 1795 C	20%
80%		80%	
60%		60%	
20%		20%	
GOLD	100%	COOL GRAY	100%
C: 9 M: 29 Y: 85 K: 0	R: 232 G: 181 B: 69	C: 14 M: 10 Y: 13 K: 0	R: 217 G: 217 B: 214
#E6B445		#D9D9D4	
PANTONE 142 C	20%	PANTONE COOL GRAY 1 C	20%
80%		80%	
60%		60%	
20%		20%	

6.1 Typography

Having a consistent typographical presence is crucial in establishing a recognizable brand. For headlines, use Vista Slab Medium; for body copy, use Lato Medium. Our logo's typography also utilizes these fonts with a customized title above the "L".

Vista Slab Medium
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789@#%&*
#

Lato Medium
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789@#%&*
#

Vista Slab Medium
LATO MEDIUM



[First Name] [Last Name]

[Signature]

[First Name] [Last Name]



FIRST LAST NAME
555-555-5555
First.Last@libertyville.com
Libertyville.com

LIBERTYVILLE FOUNDATION
110 W. Cook Avenue
Libertyville, IL 60068

[First Name] [Last Name]
[Address Line 1]
[Address Line 2]
[City] [State] [Postal Code] [Country]



LIBERTYVILLE FOUNDATION

LIBERTYVILLE FOUNDATION
110 W. Cook Avenue
Libertyville, IL 60068

LIBERTYVILLE FOUNDATION
110 W. Cook Avenue
Libertyville, IL 60068

THE DONOHOE COMPANIES *THE PARC* BRANDING

We were asked to build an identity for a building nestled in one of the most natural settings in the otherwise bustling nation’s capital. Another building we branded, 4K, shelters it from busy Wisconsin Avenue, and it looks upon Glover Archbold Park.

Prospective renters were expected to be older clientele downsizing from close-by suburbs, such as Chevy Chase, Bethesda, and Rockville. They would experience the proximity to all the city has to offer, while retaining the solitude of a leafy green setting.

We named this building The Parc. It’s a twist on the bucolic neighbor to the immediate west, with the “k” replaced by a “c”. Did we name it after the French spelling of the same word, or because “c” stands for “city”? That’s for us to know.

The palette is a sophisticated green and gold, with a distinct leaf over the serif P. The brand guidelines ensure anybody working on this building’s brand—in voice, tone, or other applications—will maintain its unique identity.



The Parc: Logo Font Family

Scotch Display

The Parc: Tone and Key Messaging

The serenity of our living environment appeals to those seeking a quiet escape from

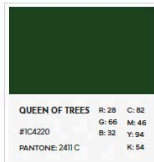
The Parc: Who We Are

We Are **Peaceful**

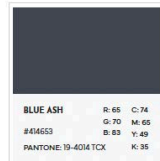
We Are Not **Mundane**

The Parc: Color Palettes

Primary Colors



Secondary Colors



TERTIARY COLORS

SHADES OF GRAY



VIRGINIA GOLD CUP

MARKETING

On the first Saturday in May, for 99 years, the Virginia Gold Cup steeplechase race has been held in Warrenton, Virginia. It regularly attracts crowds of 60,000 for a full day of fascinators, libations, cigars, and horse racing.

In fact, the crowds became so large—and rowdy—that the promoters started winding down their event marketing to stem complaints from long-time regulars that the day was getting out of control.

But couple that with COVID, and the attendance reached shocking low levels. We were hired to bring the fun and the crowds back to the race. Our audience was two types: a) people who like to have fun, and b) people who don't already attend horse races.

We ran a social and digital media campaign in numerous ads along the same format. We showed imagery of crowds dressing up and getting down throughout the day itself, and mentioned in the headline that in addition to all this fun, there also happens to be a horse race. The campaign has launched and the race itself is fast approaching.

Virginia Gold Cup
4,140 followers
Promoted

The Virginia Gold Cup isn't just for equestrians. It's for anyone who enjoys a great atmosphere, and better company. Come to the Northern Virginia Countryside on May 4th to experience an adventure like no other. Get tickets at vsgoldcup.com/va/tickets.
#VAGoldCup #Horsereading

VIRGINIA'S BEST BAR FEATURES LIVE-IN-HOUSE HORSE RACING. RACING PLUS.

Saturday, May 4, 2024 GET TICKETS

47 21 Comments
Like Comment Share Send

Virginia Gold Cup
4,140 followers
Promoted

The Virginia Gold Cup is full of high-rollers, giving you the perfect shot to mingle with the brightest professionals. Join us in the Northern Virginia Countryside on May 4th and get your name out there. Get tickets at vsgoldcup.com/va/tickets.
#VAGoldCup #Horsereading

VIRGINIA'S HIGHEST PROFILE NETWORKING EVENT ALSO FEATURES HORSE RACING. RACING PLUS.

Saturday, May 4, 2024 GET TICKETS

47 21 Comments
Like Comment Share Send

Virginia Gold Cup
4,140 followers
Promoted

The Virginia Gold Cup isn't just a horse race; it's the biggest tailgating experience of the year. Come to the Northern Virginia Countryside on May 4th for the best excuse to get down. Get tickets at vsgoldcup.com/va/tickets.
#VAGoldCup #Horsereading

THIS TAILGATE IS STOCKED WITH VIRGINIA'S FINEST SPIRITS AND HORSE RACING. RACING PLUS.

Saturday, May 4, 2024 GET TICKETS

47 21 Comments
Like Comment Share Send

Virginia Gold Cup
4,140 followers
Promoted

Looking for the perfect day out with your girlfriends? Why not embrace the styling world of horse racing? Join us in the Northern Virginia Countryside on May 4th and be the bell of the ball with your besties. Get tickets at vsgoldcup.com/va/tickets.
#VAGoldCup #Horsereading

VIRGINIA'S MOST STYLISH LADIES DAY OUT, WITH COMPLEMENTARY HORSE RACING. RACING PLUS.

Saturday, May 4, 2024 GET TICKETS

47 21 Comments
Like Comment Share Send

Virginia Gold Cup
4,140 followers
Promoted

The Virginia Gold Cup is the perfect environment to unleash your wild side. Assemble your party crew and join us in the Northern Virginia Countryside on May 4th for a bustling shindig. Get tickets at vsgoldcup.com/va/tickets.
#VAGoldCup #Horsereading

IT'S AN EXCUSE TO GET LOOSE. IT'S ALSO A HORSE RACE. RACING PLUS.

Saturday, May 4, 2024 GET TICKETS

47 21 Comments
Like Comment Share Send

Virginia Gold Cup
4,140 followers
Promoted

The Virginia Gold Cup is more than a horse race. It's the most captivating social gathering of the year. Join us in the Northern Virginia Countryside on May 4th, but begin browsing hawear options now. Get tickets at vsgoldcup.com/va/tickets.
#VAGoldCup #Horsereading

THE SWANKIEST SOCIAL CLUB IN VIRGINIA HAS AN ON-SITE HORSE TRACK. RACING PLUS.

Saturday, May 4, 2024 GET TICKETS

47 21 Comments
Like Comment Share Send

Virginia Gold Cup
4,140 followers
Promoted

There's nothing as relaxing as a fresh cigar. And nothing pairs better with smoke than an action-packed horse race. So, come to the Northern Virginia Countryside on May 4th and bust out your finest stogies. Get tickets at vsgoldcup.com/va/tickets.
#VAGoldCup #Horsereading

VIRGINIA'S FUNKIEST COSTUME PARTY INCLUDES A HORSE RACE. RACING PLUS.

Saturday, May 4, 2024 GET TICKETS

47 21 Comments
Like Comment Share Send

Virginia Gold Cup
4,140 followers
Promoted

There's nothing as relaxing as a fresh cigar. And nothing pairs better with smoke than an action-packed horse race. So, come to the Northern Virginia Countryside on May 4th and bust out your finest stogies. Get tickets at vsgoldcup.com/va/tickets.
#VAGoldCup #Horsereading

THE ONLY OPEN-AIR CIGAR LOUNGE IN VIRGINIA WITH A HORSE TRACK. RACING PLUS.

Saturday, May 4, 2024 GET TICKETS

47 21 Comments
Like Comment Share Send

Virginia Gold Cup
4,140 followers
Promoted

There's nothing as relaxing as a fresh cigar. And nothing pairs better with smoke than an action-packed horse race. So, come to the Northern Virginia Countryside on May 4th and bust out your finest stogies. Get tickets at vsgoldcup.com/va/tickets.
#VAGoldCup #Horsereading

VIRGINIA'S SNAZZIEST BRO HANG FEATURES LIVE HORSE RACING. RACING PLUS.

Saturday, May 4, 2024 GET TICKETS

47 21 Comments
Like Comment Share Send

MURLARKEY DISTILLED SPIRITS

MurLarkey is a distillery in Bristow, VA. Their product has been awarded internationally, and their Divine Clarity vodka is a two-time gold medalist—as in, best in the world. But while the judges loved them, many consumers didn't know about them.

To help spread the word, we created content for social media—and beyond. This included videos and static posts. The videos were gorgeously shot, showcasing the distillery's inviting interior. More importantly, we focused on the founders. This was their story, and it overlapped perfectly with the history of distilling in Virginia.

In addition, we created a second campaign that was ripe for social media. Inside, the distillery walls are filled with fun, drinking-related quotes. So we made a dozen of our own to be used on social and printed as postcards.

Since the work, business has surged. Social media engagement was 4x greater than any previous post. And there's not a bad comment in the bunch. Given our outrage era, it's nice to know good clients and good work can still make a positive impact.



[Click image to watch video](#)



NAPERVILLE PUBLIC LIBRARY

The Naperville Public Library has been rated the #1 public library system in the United States. Locals love it.

However, as a bedroom community of Chicago, there was a significant population of newcomers who didn't appreciate the draw of the library upon arrival. They especially weren't impressed by the outmoded and confusing former logo.

So we redid it entirely.

We studied the locations of the three branches. They form almost an exact triangulation of the town layout. And while each is unique, they all boast superior technology, including 3D printers, and other offerings you don't expect in your common public library.

The primary type we chose is a contemporary rendering of a classic serif, blending the traditional idea of a library with their modern amenities. The mark is three distinct elements that are the same shape but different, vibrant colors, and each wraps on the end to show a three-tiered back that is reminiscent of both library stacks as well as a computer chip.

As you can see, we developed their brand guidelines, including look, feel, voice—who we are, who we are not—and applied that to their collateral.

The new brand has had an overwhelmingly positive response from employees and the Naperville community.



POSITIONING

The Naperville Public Library is where minds meet. They meet each other, they meet us.

WE ARE

Curious:
Weekend chess classes are forming. Players of all skill levels are invited to join.

Inspiring:

03

TYPOGRAPHY

Three typographic logo. The bold serif second sans.

HEADLINE

LEXIA BOLD
THE QUICK BROWN FOX JUMPS OVER THE LAZY DOG
The quick brown fox jumps over the lazy dog
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

04

COLOR PALETTE

The color palette consists of three primary colors, three secondary colors, and three tertiary colors.

PRIMARY

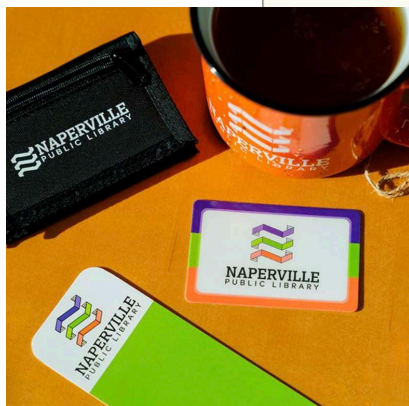
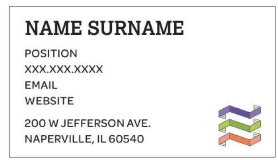
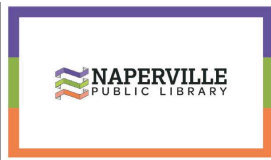
PURPLE C: 70 R: 82 M: 77 G: 43 Y: 5 B: 137 K: 1 # 522b89 PMS: 7678C	GREEN C: 48 R: 130 M: 12 G: 172 Y: 91 B: 40 K: 2 # 82acc28 PMS: 7373C	ORANGE C: 1 R: 249 M: 60 G: 102 Y: 77 B: 41 K: 0 # f96c29 PMS: 165C
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SECONDARY

LT. PURPLE C: 48 R: 133 M: 58 G: 89 Y: 0 B: 168 K: 0 # 8559a8 PMS: 2587 C	LT. GREEN C: 34 R: 168 M: 2 G: 211 Y: 86 B: 49 K: 0 # abd331 PMS: 367 C	LT. ORANGE C: 1 R: 250 M: 47 G: 157 Y: 0 B: 110 K: 0 # fa896e PMS: 1635 C
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TERTIARY

CREAM C: 2 R: 255 M: 3 G: 251 Y: 11 B: 238 K: 0 # fffbee PMS: 1-1 U	BLACK C: 0 R: 0 M: 0 G: 0 Y: 0 B: 0 K: 100 # 000000 PMS: 303 CP	WHITE C: 0 R: 255 M: 0 G: 255 Y: 0 B: 255 K: 0 # ffffff PMS: 11-0601 TCX
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REFERENCES

DC BID COUNCIL

Rick Ammirato

(Former) Executive Director

rickammirato@gmail.com

917-538-3608

Services: Market Research, Marketing Campaign, Video, Print, Social, Digital, Email, Out-of-Home, Signage, Media Planning, Media Placement, Microsite Design and Development

KELLY GILFILLEN

Director of Marketing & Communications

NOVA Parks - Northern Virginia Regional Park Authority

kgilfillen@nvrpa.org

703-359-4603

Services: Brand Identity Development, Photo & Video Shoot, Marketing Campaign, Video, Social, Digital, Print, Out-of-Home, Radio, Media Planning, Media Placement, Analysis & Optimization

MEREDITH GRIFFIN

Board Member

Libertyville Foundation Commission

mgriffin9599@yahoo.com

773-454-6564

Services: Brand Identity Development, Collateral

CORE TEAM

For this project, Lily Michal will be your main point of contact and will manage the rest of the team at Joy Riot. You'll start with a core team of senior employees. Depending on key milestones, deadlines, and workload, we'll scale your core team up as needed.

This core team has worked together on many projects, including for other municipalities, attractions, and experiences. They will be available to start this project in Q1 2024 if chosen.

JESSICA MCCARTHY, PRESIDENT & CO-FOUNDER

Jessica started her ad career at McKinney. Then she moved to lead accounts at Hill Holliday, Toth+Co, and Global Thinking. Along the way, Jessica launched integrated campaigns in the fashion, luxury, lifestyle, hospitality, travel, consumer products, technology, sports nutrition, financial services, real estate, non-profit, and retail industries. Jessica graduated from GWU with a BBA in Marketing and International Business. There, she also earned her International Advertising Association's Diploma in Marketing Communications.

Qualifications: Account Management, Brand Research & Analysis, Strategy Development, Project Management, Production Management

Relevant Project Experience: Brand Strategy, Market Research, Brand Identity, Integrated Campaigns, Video, Radio, Print, Digital, Out-of-Home, Social, Event, Point-of-Purchase, Collateral, Experiential, Websites

Relevant Client Experience: DC BID Council, Naperville Public Library, Manassas VA, Northern Virginia Regional Park Authority, Washington DC, Saint Charles MO, Climb Upton, Gay Men's Chorus of Washington D.C., Bonterra Wines, East Orange NJ, Old Saybrook Youth & Family Services, Park Hyatt, Grand Hyatt, Hyatt House, Hyatt Place, Cyber Risk Institute, The Libertyville Foundation, Parks Tacoma, Westchester County

JOHN ARMSTRONG, CHIEF CREATIVE OFFICER & CO-FOUNDER

John honed his craft in New York at Saatchi & Saatchi and Audible.com, a subsidiary of Amazon, before moving to Alexandria, VA to lead the DC advertising scene. The industries he worked for include food and beverage, automotive, education, technology, healthcare, financial services, real estate, apparel, and manufacturing. He is a graduate of Fordham University and the School of Visual Arts in New York.

Qualifications: Strategy Development, Creative Direction, Copywriting

Relevant Project Experience: Brand Identity, Integrated Campaigns, Video, Radio, Print, Digital, Out-of-Home, Social, Event, Point-of-Purchase, Collateral, Experiential, Websites

Relevant Client Experience: DC BID Council, Manassas VA, Naperville Public Library, Northern Virginia Regional Park Authority, Washington DC, Saint Charles MO, Acton Public Library, Climb Upton, Gay Men's Chorus of Washington D.C., East Orange NJ, Old Saybrook Youth & Family

Services, National Museum of African American History & Culture, Audi, Cyber Risk Institute, The Libertyville Foundation, Parks Tacoma, Westchester County

LILY MICHAL, SENIOR ACCOUNT EXECUTIVE

Above all else, Lily is a storyteller and is driven by the energy of a room full of people bouncing ideas off one another. She's passionate about using research to better understand her clients' goals, and then using key insights from that research to inform strategy. All this becomes her foundation for inspiring ideas that eventually lead to compelling campaigns. Lily's experience in advertising and marketing has enhanced her eye for detail and conditioned her to always consider the bigger picture behind her clients' objectives. At the end of the day, her biggest priority is doing everything she can to make her clients' jobs easier. Lily takes pride in being a strategic resource and partner for her clients and working with her team to come up with out-of-the-box ideas that deliver results. The application of that has led to successful campaigns for clients in a variety of industries, including finance, consumer products, service providers, sports & tourism, and higher education.

Qualifications: Account Management, Strategy Development, Project Management

Relevant Project Experience: Brand Identity, Integrated Campaigns, Websites

Relevant Client Experience: Manassas VA, The National Bank of Indianapolis, Shiel Sexton, Citizens Energy Group, Bastian Solutions, G&A Orthodontics, Danco Roofing, Gateway Education, Cummins, The National FFA Organization, Damar Services, Brightstar, Envoy Companies, Boston Whaler, Thor Industries, Airstream, The Indiana Pacers, Curative Sound, The Hoosier Lottery, Indianapolis Motor Speedway, Weekends Only Furniture, The Indianapolis Indians, The Libertyville Foundation, Parks Tacoma, Westchester County

JAMIE GUNN, RESEARCH & ANALYSIS LEAD

With over 25 years of experience with leading well-executed research solutions, it's no wonder Jamie can pull out key insights in even the most niche or complex studies. Jamie's approach to research is a careful balance of art and science, determining the best methodologies to accomplish clients' research goals, while understanding how to get the best information out of the target audience. She has moderated over 500 focus groups and discovery sessions alone. Her analysis is always focused on strategic and actionable insights, which have helped inform business strategies, marketing plans, and advertising campaigns.

Qualifications: Qualitative and quantitative research planning, execution, and analysis

Relevant Project Experience: Research, Data Analysis, Strategy

Relevant Client Experience: Duke Energy, Wild Bird Feeding Institute, Dyson, Baylor Health Care System, Kao, Ferndale Pharma Group, ConAgra Foods, Jimmy Dean, Department of Defense, Peak Antifreeze, Wolverine, Anheuser-Busch Companies, General Motors, Bacardi, Westchester County

BRIAN BOBB, ASSOCIATE CREATIVE DIRECTOR/ART

Brian harnessed his creative thinking at Savannah College of Art and Design earning a Masters degree in Advertising. His experience in Atlanta consisted of a variety of clients including The Clinton Foundation, The Coca-Cola Company, Penguin Publications and Simmons Beautyrest Mattress Company. After his migration from the Peach State to the Northeast, he worked at agencies throughout the DMV and continues to bridge the gap between conceptual thinking and detail-oriented design. When he is not working you can find him adjusting his camera settings, improving his golf swing and checking off his bucket list of outdoor adventures.

Qualifications: Creative Direction, Design

Relevant Project Experience: Brand Identity, Integrated Campaigns, Video, Print, Digital, Out-of-Home, Social, App Design, Point-of-Purchase, Collateral, Experiential, Websites, Photography, User Experience (UX), Virtual Reality (VR)

Relevant Client Experience: Naperville Public Library, The Libertyville Foundation, The Coca-Cola Company, American Cancer Society, Washington DC, DC BID Council, NOVA Parks, Climb UPton, Saint Charles MO, East Orange NJ, Manassas VA, Westchester County

JIMMY FIGLIOLA, COPYWRITER

Jimmy has always had a love of language and the musicality of words. As a Creative Advertising major at Virginia Commonwealth University, he was able to sharpen this skill set and translate his written communication abilities into the sphere of advertising. Jimmy's approach to copywriting takes cues from a wide breadth of inspiration, but retains a core philosophy: copy should be engaging and accurately represent the unique voice of a brand.

Qualifications: Copywriting, Brand Strategy

Relevant Project Experience: Brand Identity, Integrated Campaigns, Video, Radio, Print, Digital, Out-of-Home, Social, Point-of-Purchase, Collateral, Experiential, Websites

Relevant Client Experience: East Orange NJ, The Donohoe Companies, Cyber Risk Institute, Convergence, Death Wish Coffee, Beach Station Farm & Nursery, Manassas VA, The Libertyville Foundation, Westchester County

METHODOLOGY

INFORMATION IMMERSION, RESEARCH & STRATEGY

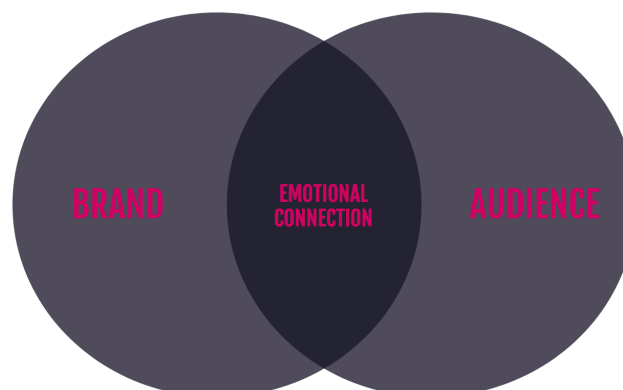
We'll start with a kick-off meeting with the core team. We'll immerse ourselves in Eagle River Golf Course's current brand, and gain a comprehensive understanding of your audience.

Then, we ask questions. We're trying to gain a deep understanding of not just what we're trying to do, but why? Why is the Eagle River Golf Course so special? Why do people live, work, and play here? Why should people want to be a part of the Eagle River Golf Course experience?

On the audience side, we need to not only understand what you are to them from your perspective, but also gain a deeper understanding of their psychographics: how they think, the rhythms of their daily lives, and most importantly, why they should visit Eagle River Golf Course.

We do this in a few different ways. We first look internally: talking to **key stakeholders** and reviewing past research, plans, and strategy documents. Then, we conduct **secondary research**, which includes an analysis of **competitors'** brand and marketing strategies. From there, we engage with the community through primary research. We recommend starting with some **qualitative research** in the form of **focus groups** with key audience groups, and a **quantitative survey** with the broader community to obtain input on what the Eagle River Golf Course means to them. We'll produce a detailed analysis of our findings. Those insights will guide our brand and marketing strategy and creative brief development to inform the creative process.

By gaining a deep understanding of the brand, and a deep understanding of the psychographics of the audience, we can find the overlap where that emotional connection is built.



We want to reveal these truths and insights so we can exude the Eagle River Golf Course's core values through your new branding and marketing initiatives, as well as a defined **brand promise**. This will inform the creative briefs for creative development.

BRAND IDENTITY DEVELOPMENT

Once our brand strategy and creative brief are approved, we will begin creative concepting of the new brand. We'll start with the logo and present multiple options for you to choose from.

Then, we move into the other key look, feel, and voice elements: tagline, colors, fonts, design elements, tone, key messaging, tagline, etc.

Once the brand identity is finalized, we'll also apply it to initial assets and templates, including:

- Collateral
- Templates
- Social media profiles
- Signage
- Apparel

All of this will be put together in a brand guidelines document that not only shows the elements of the brand, but also explains the usage, so anyone who needs to create anything for the brand will all be working from the same playbook, creating a halo effect.

IMPLEMENTATION PLAN

In order to activate the brand, we'll split the work into two phases:

1. Marketing Strategy & Planning
2. Marketing Campaign Development for maintaining consistency and achieving your communications goals

MARKETING STRATEGY & PLANNING

With the brand complete, we'll develop short- and long-term marketing recommendations for maximizing the brand's value and achieving Eagle River Golf Course's goals. This will include:

- Implementation plan for brand identity applications and ongoing maintenance
- Marketing strategy
- Targeting & media strategy
- Marketing campaign asset needs, estimates and timelines
- Creative briefs

MARKETING CAMPAIGN DEVELOPMENT

Once the strategy is finalized, we'll develop a few overarching marketing campaign "big idea" concepts, to net one. The focus of this overarching marketing campaign will be to distinguish and promote Eagle River Golf Course as a unique destination and activity.

Once a campaign concept is approved, we'll apply the campaign to individual assets and templates. We work in all media, including, but not limited to:

- Video (e.g. broadcast, connected TV, online)
- Radio/Audio (e.g. terrestrial, streaming, online, podcast)
- Print
- Digital
- Out-of-Home/Digital-Out-of-Home (e.g. billboards, gas pumps, grocery/convenience stores, office buildings, entertainment venues)
- Social Media
- Collateral
- Experiential
- Promotional items
- Signage
- Email
- Websites
- Content Development

PRODUCTION

If production is required, such as printing brochures, recording radio spots, and producing videos or photoshoots, we will estimate those costs prior to moving into production.

Video & Photo Production

We can produce any photo or video assets you may need, including but not limited to: asset libraries, styled, lifestyle, landscape, long or short-form content, interviews, scripted, b-roll, animated, seasonal, etc. We can do full-scale video shoots, stock footage editing, custom motion graphics, and animation.

MEDIA PLANNING & BUYING

Once we have an idea of who we are targeting, we determine how best we can reach them. We can and have purchased placements in a variety of media regionally, nationally, and internationally, including but not limited to:

- Print
- Digital (retargeting across all devices: desktop, tablet, mobile)
- Paid Social
- Out-of-Home (e.g., airport, rail, billboards, transit ads, etc.)
- Digital Out-of-Home (e.g., digital billboards, gas pumps, grocery/convenience stores, office buildings, entertainment venues, etc.)
- TV/Streaming/Online Video
- Terrestrial/Streaming/Online Radio

- Podcasts
- Experiential
- Search

We negotiate with vendors using competitive monitoring, media benchmarking (e.g. their experience on similar customers), and leveraging our relationships to obtain ultra competitive rates.

We'll present options for your approval and provide recommendations for how best to optimize your media budget for your goals.

Digital Media

Specifically within digital media, we have in-depth relationships with digital ad networks where we can pinpoint target your audience through various methods including, but not limited to:

- Demographics
- Behavioral (online interests and behaviors)
- Mail domain (email newsletters they may get from particular organizations, golf subscriptions, etc.)
- App targeting
- Geolocation
- Keyword searches
- Contextual content consumption
- Location ID lookback (targeting people who have been to your or competing golf courses within the last 12 months)
- Look-a-like and predictive
- And more

We only purchase premium placements above the fold, across all devices including desktop, mobile and table.

IMPLEMENTATION, MONITORING, OPTIMIZATION & REPORTING

Implementation of the media plan doesn't end at trafficking. We're constantly monitoring results and KPIs to determine campaign optimizations to boost performance.

For any in-market campaigns, we'll report on the key metrics determined in the strategy development phase, and include key recommendations and optimizations based on the results to ensure you're getting the most for your investment.

ESTIMATED TIMELINE

Many factors determine the exact schedule, including approval process requirements, but we'll work with you to determine key milestones and provide a more detailed schedule once we have all the parameters. Here's an example of what the brand development timeline could look like:

	MONTH						
	1	2	3	4	5	6	7
Kick-off, Information Immersion & Secondary Research	█						
Qualitative & Quantitative Research & Analysis		█	█				
Brand Identity Development				█	█		
Style Manual Development					█		
Brand Activation Strategy & Planning					█		
Marketing Campaign Big Idea Concepting						█	
Marketing Campaign & Asset Development							TBD based on plan

PROPOSED FEES

The following scope of work and fees are based on our current understanding of your needs. If additional or different needs are determined, we can revise the proposal accordingly.

Agency services include account & project management, strategy, creative development, art direction, copywriting, production management, and overall account administration for the following services.

COST BREAKDOWN		FEE
RESEARCH & STRATEGY		
INFORMATION IMMERSION, RESEARCH, AND STRATEGY DEVELOPMENT	Minimum Information Immersion & Strategy Development <ul style="list-style-type: none"> ● Kick-off with core team for information immersion, review of current brand, considerations, and audience download ● Up to one (1) trip to Eagle River Golf Course for the Joy Riot team ● Materials, research & assets review ● Competitive audit for up to five (5) competitors ● Strategy development <ul style="list-style-type: none"> ○ Brand strategy ○ Key Message ○ Creative brief development 	\$12,000
	Recommended Primary Research: Qualitative <ul style="list-style-type: none"> ● Up to three (3) virtual focus groups; up to 90-minutes each; up to eight (8) people each <ul style="list-style-type: none"> ○ Single discussion guide development ○ Warming email copywriting ● Analysis, presentation and full report to include: <ul style="list-style-type: none"> ○ Detailed findings ○ Executive summary with clear-cut answers to questions ○ Implications ○ Recommendations for the quantitative survey 	\$13,050
	Recommended Primary Research: Quantitative	\$17,450



	<ul style="list-style-type: none"> ● Development of up to one (1) online survey, up to twenty (20) closed-ended questions, up to two (2) open-ended questions <ul style="list-style-type: none"> ○ Survey email and social post development ○ Survey to be disbursed by city ● Data Collection ● Analysis, presentation and full report to include: <ul style="list-style-type: none"> ○ Clean, easy-to-read, user-friendly data tables ○ Actionable implications ○ Recommendations 	
	<p>Research Incentives: Recommend a minimum of \$50-100 per focus group participant; Drawing for \$150-\$200 gift card winner from survey. Can also be in-kind offering.</p>	TBD
BRAND IDENTITY		
BRAND IDENTITY DEVELOPMENT	<ul style="list-style-type: none"> ● Concepting and presentation of up to five (5) logos for approved name, to net one (1) <ul style="list-style-type: none"> ○ Approved logo variations to include full color, black and white, knock-out (white), and grayscale ● Exploration of look, feel, and voice to include: <ul style="list-style-type: none"> ○ Color palette ○ Fonts ○ Design elements (e.g. photography) ○ Tone ○ Tagline ○ Key messaging ● Creation of brand guidelines document outlining all of the above 	\$19,575
ASSETS & TEMPLATE DEVELOPMENT	<ul style="list-style-type: none"> ● Application of approved branding to up to: <ul style="list-style-type: none"> ○ One (1) letterhead ○ One (1) envelope ○ One (1) business card ○ Five (5) apparel or promotional items ○ Social media profile: <ul style="list-style-type: none"> ■ Profile Image ■ Header Image 	\$3,645

	<ul style="list-style-type: none"> ■ “About” copy ● Inclusion of all of the above in the brand guidelines document 	
	<p>Production (e.g. photo/video shoots, stock photography purchase, video editing, animation, image retouching, talent fees, music licensing, apparel or promotional item purchase)</p>	TBD

IMPLEMENTATION PLAN

MARKETING STRATEGY & PLANNING	<p>Strategy development</p> <ul style="list-style-type: none"> ● Brand implementation plan for brand identity applications and ongoing maintenance ● Marketing strategy ● Targeting and media strategy ● Marketing campaign asset needs, estimates and timelines ● Creative briefs 	\$2,700
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MARKETING CAMPAIGN

MARKETING CAMPAIGN DEVELOPMENT	<p>Marketing Campaign Development</p> <p>Creative concepting of up to three (3) campaign “big ideas,” to net one (1)</p> <ul style="list-style-type: none"> ● Application of approved concept to up to: <ul style="list-style-type: none"> ○ Three (3) print or out-of-home ads ○ Three (3) digital ads, up to five (5) standard sizes each ○ One (1) audio ad <ul style="list-style-type: none"> ■ Audio production to be estimated separately upon concept approval ○ One (1) video storyboard <ul style="list-style-type: none"> ■ Video production to be estimated separately upon concept approval ○ Ten (10) social media posts/ads <ul style="list-style-type: none"> ■ Posting and community management to be estimated separately, if needed <p><i>Note: In the strategy development phase, it may be determined that certain assets aren’t needed or additional assets need to be added. Any work that has not yet been completed in the current</i></p>	\$17,955
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	<i>scope is available to scope swap and will be documented in a Change of Scope (COS) document after contract signature, if needed. Non-fee costs such as production and media costs are not included in scope-swaps and will be estimated separately.</i>	
	Production (e.g. photo/video shoots, stock photography purchase, video editing, animation, image retouching, talent fees, music licensing)	TBD
	Media (e.g. media placements, negotiation, buying, paid social media ads)	TBD

PROPOSED TERMS & CONDITIONS

The following pages include our Master Service Agreement. This is our typical terms and conditions document for all projects we work on with a client. We also create individual Statements of Work for the specific projects to fall under this Agreement, which would outline the scope of work, cost, and payment schedule.

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (the “Agreement”) is made as of the [DATE] (“Effective Date”), by and between [CLIENT NAME] (hereinafter called the “Client”) and Joy Riot, LLC (hereinafter called the “Agency”).

WITNESSETH:

WHEREAS, Agency provides professional marketing services, and the Client desires to retain the professional services of Agency as an independent contractor under the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. Term.

- (a) This Agreement shall be for a term commencing as of the Effective Date stated above and continuing thereafter until terminated without cause by either party upon delivery to the other party of thirty (30) days’ prior written notice, or with cause as provided herein.
- (b) Either party shall have the right to terminate, as applicable, this Agreement or a Statement of Work (as defined herein) upon prior written notice to the other party in the event that the other party is in material breach or default of this Agreement or the applicable Statement of Work and fails to cure such breach or default within thirty (30) days after receipt of written notice (“Notice Period”) from the other party specifying the nature of the breach or default.
- (c) Either party shall also have the right to terminate this Agreement immediately upon prior written notice to the other party without notice or penalty, and without waiver of any and all other remedies and rights under this Agreement, at law and in equity, in the event that the other party’s (i) filing of, or having filed against it, a petition in bankruptcy or in equity for receivership or for reorganization under the United States Bankruptcy Code, as now or hereafter amended; (ii) making an assignment for the benefit of creditors, (iii) consenting to the entry of a court order under any law ordering the winding up or liquidation of its affairs or suffering the entry of such an order, which order, if not consented to, shall not be vacated, denied, set aside or stayed within ten (10) days from the date of entry; or (iv) suffering the issuance by any court of a writ, warrant of attachment or similar process against all or any substantial part of its property, which is not stayed or is not released within (10) days after the entry or levy thereof or after any stay is vacated or set aside.
- (d) Upon notice of termination, Agency shall not commence work on any new services for the Client. Agency shall assign to Client all of the Agency’s rights in contracts or agreements made in accordance with the terms hereof with third parties for the benefit of the Client, and the Client shall assume all obligations thereunder and shall reimburse Agency for any third-party expenses incurred and commitments Agency is unable to cancel and will hold Agency harmless from any liability thereunder (including cancellation penalties).

- (e) Upon notice of termination, the Client shall pay all outstanding invoices. Client shall reimburse Agency for work progress to date at a percentage of fee based on project completion rate and costs accrued. Reimbursement is due regardless of whether the project was completed.
- (f) Additional terms, such as the services and deliverables to be provided hereunder, the schedule for the delivery thereof, and the amount of fees payable therefor are set forth on the attached Statement of Work (the "SOW") where is hereby incorporated herein by this reference and may, from time to time, be amended upon the written consent of both parties. Additional SOWs may be created referencing throughout the duration of the relationship and fall under this Agreement. In the event any conflict between the terms of any SOW and the terms of this Agreement, the terms of this Agreement shall control.

2. Scope of Service.

Agency and Client shall enter into one or more Statements of Work incorporating a description of the specific services requested by the Client, in writing by the parties, from time to time prior to the commencement of such work.

3. Additional Services, Project Changes.

- (a) Any services outside the scope of the SOW or changes to previously approved work requested by the Client shall be the subject of an additional SOW or Change of Scope to be approved in writing by both parties. Each additional SOW or Change of Scope is hereby incorporated herein by this reference.
- (b) The Client reserves the right to modify, revise, or cancel any plans, schedules, or work ("Requested Change"), and in the event the Client notifies Agency that they wish to do so, Agency will take all reasonable steps to comply with any such instructions for any Requested Change. In connection with any such Requested Change, Client agrees to pay Agency according to the terms of this Agreement for any work done prior to Request Changes, including, but not limited to reimbursing Agency for all expenses incurred relating hereto prior to the Requested Change; to assume Agency's liability for all contracts and commitments Agency is unable to cancel; to reimburse Agency for any cancellation penalties incurred; and to indemnify Agency for all claims and actions by third parties for damages and expenses that result from carrying out the Requested Change. Agency will notify Client should any Requested Change require additional cost or time and will not act on any Requested Change until Agency has received written approval from Client to do so.

4. Fees and Expenses.

- (a) Agency shall be compensated for Services provided by Agency for Client as outlined in each Statement of Work. No fees will be due or owed with respect to any Services unless and until: (i) the parties execute a Statement of Work or Contract covering such Services; (ii) the relevant Services delivered in accordance with this Agreement and the terms of specifications set forth in the applicable SOW; and (iii) Client receives an invoice under for the relevant fees. With respect to Statements of Work for which the fees are calculated on a time and materials basis, Agency shall invoice Client for such fees in arrears on a monthly basis. With respect to Statements of Work for which the fees are calculated on a milestone or monthly basis, Agency shall invoice

Client for the applicable milestone payment or monthly account as set forth in the applicable Statement of Work. The Client agrees to pay these charges within thirty (30) days from the date of invoice. Notwithstanding the foregoing, in the event Agency must make payment on Client's behalf for ad placement or production, the Client must pay such amounts no later than the date on which Agency must make payment on Client's behalf. In the event that there is a dispute regarding any Agency invoice, Client agrees to pay the undisputed amount and to withhold only the amount that is in dispute. Written notice of any disputed amount must include a description of the dispute in reasonable detail and must be provided to the Agency within thirty (30) days following receipt of invoice, or invoiced amounts shall be deemed undisputed.

- (b) The Client shall reimburse Agency for all approved out-of-pocket costs for third party services or hard costs ("Costs") incurred by the Agency in connection with the performance of the Services and will pay Agency a 15% administrative fee on all Costs incurred. Agency shall estimate all Costs for Client in the Statement of Work or Estimate. Client agrees to pay Agency production & media costs as invoiced by Agency and approved by Client for all costs including, without limitation, printing, photography, photostats, engravings, electrotypes, comprehensive layouts, video, talent, props, scenery, sound and lighting effects, broadcast production, website development, other production related costs and media costs, including paid social media costs. Agency will estimate all such third-party Costs and will submit them to Client for prior written approval. Agency shall use its commercially reasonable efforts to negotiate contracts with third-party vendors to be assignable to Client in the event that this Agreement is terminated. Once approved by Client all Costs are the sole and exclusive responsibility of, and payable by, Client and Client agrees to indemnify and hold harmless Agency from payment of all such Costs.
- (c) Client shall reimburse Agency for all out-of-pocket internal and incidental expenses ("Expenses") incurred by Agency in connection with the performance of the Services which will be billed at net cost with no markup and include but are not limited to the cost of all delivery and shipping expenses, international telephone calls, color copies, mechanicals, digital image transfers (DIT), sales and use taxes, excise taxes, import duties, entertainment, transportation, and travel expenses. Expenses will be reflected on Agency's invoices for Services and are payable within thirty (30) days of the Client's receipt of the applicable invoice.
- (d) Client will be notified in advance for pre-approval of any additional expenses in excess of those set forth in the SOW. At Agency's discretion, Client shall either pay such fees directly to the third-party vendor or reimburse Agency therefore upon presentation of applicable invoices. Agency shall maintain records of expenses. Where applicable, Agency will invoice Client for all fees related to acquisition of talent or talent services in advance and will only secure talent services upon receipt of all such fees from Client.
- (e) All rights of the Client herein are conditioned on Agency's receipt of full payment. In addition, Agency may suspend performance of services and withhold delivery of materials until payment in full of all amounts due. Agency shall not be liable for any damages, losses or liabilities that may arise out of Agency's suspension of performance and/or withholding of materials due to Client's non-payment. If any undisputed amounts are not received on a timely basis, subject to written notice and a (15) day right to any such payment(s), Agency will have the right to assess a finance charge of up to one and one-half percent (1½%) per month on the unpaid balance. However, in no event will the rate charged to Client be higher than the maximum rate allowable under applicable

law. Where a late penalty is levied by a third party vendor/supplier against the Agency and this results from late payment by Client, which is more than thirty (30) days past due from the original invoice date, Client shall immediately reimburse the Agency the amount of such penalty, together with any accrued interest charged by the vendor/supplier with respect to such late payment.

5. Licenses, Rights, and Permits.

Agency shall obtain and maintain in effect all licenses, registrations, permits and permissions, whether professional or otherwise, from any company, individual or rights holder, necessary for the proper execution of Services hereunder at its sole cost.

6. Legal Clearances and Indemnification.

- (a) The Client is responsible for obtaining all legal clearances required for the performance of services hereunder. The Client shall indemnify, defend (at its own cost and expense) and hold Agency and its officers, employees, and agents harmless from and against any and all claims, suits, demands, damages, losses and expenses arising from any breach, misrepresentation or other act or omission of the Client.
- (b) It is understood by the parties that Client is responsible for ensuring the accuracy, completeness and propriety of information regarding its products and services that it furnishes to Agency for use in performing Services pursuant to this Agreement and/or any advertising claims about its products and services or its competitors, direct or implied, incorporated in such Advertising (“Advertising Claims”), provided said Advertising Claims have been approved by Client. For the purposes of this Agreement, information furnished by Client will also include any claims that Agency provides to Client for the purposes of confirming that they can be supported by reliable evidence, provided that the confirmation signified by a written confirmation of the accuracy of the specific claims emanating from the e-mail address or letterhead from an authorized person designated to act on Client’s behalf.

7. Confidentiality.

Each party shall receive, develop and hold the disclosing party’s Confidential Information in the strictest confidence, as a fiduciary, and shall preserve the confidentiality of such Confidential Information with at least the same degree of care that it protects its own most confidential business information. Each party shall secure and safeguard the disclosing party’s Confidential Information from disclosure or theft. Without limiting the foregoing, neither party shall sell, transfer, publish, disclose, display or otherwise make available to outsiders, or use for its own benefit outside its relationship with the other party, all or any part of the disclosing party’s Confidential Information without the prior written consent of the disclosing party, which may be withheld in the disclosing party’s sole discretion. Disclosures of Confidential Information between the parties’ personnel shall be limited to employees with a need to know same and made solely as necessary to enable them to render or facilitate the Services hereunder. Confidential Information shall include, but not limited to, information concerning business or business plans (including information regarding vendors and subcontractors), the Work Product, information that is maintained for internal business purposes, including, but not limited to, information regarding customers/clients, vendors, and employees, methodologies, strategies, and any other information which either party is informed or reasonably ought to know.

8. Binding.

- (a) This Agreement shall inure to and bind the successors, assigns and representatives of the parties.
- (b) This Agreement may be amended only by a written instrument signed by the parties hereto.

9. Rights, Ownership and Usage.

Subject to Agency's receiving full payment under this Agreement, Agency assigns to the Client, without representation or warranty, all rights, title and interest Agency may have in any work specifically created by Agency for the Client pursuant to this Agreement, except that:

- (a) Agency may use any portion of the advertising materials after it is disseminated to the public on Agency's creative reel or portfolio and for submissions for awards, criticism, and commentary;
- (b) Agency shall own and retain all rights to any and all concepts, ideas, designs, proposals and other work and materials (collectively, "Work") which have been presented to the Client but not included in the final work product;
- (c) Agency shall own and retain all rights to any technology, technical documentation, inventions, algorithms, software, architecture, logic, navigation, 3D modeling files, animation files and other source files for front-end deliverables, computer programs, source codes, game engines or other backend and background elements, files and features incorporated into or utilized by the Work (collectively, "Background Technology"). Unless the parties agree otherwise in a written and signed Statement of Work, Agency shall retain ownership of any and all Background Technology, including any and all associated intellectual property rights. Agency hereby grants to Client a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, distribute, display and perform Agency's Background Technology, in compiled machine readable object code form only, to the extent incorporated into deliverables provided hereunder strictly for the purposes and in the territories set out in the applicable Statement of Work. Use of Background Technology for any other project, on any other website or in any other medium shall be subject to additional fees and licenses which may be granted or without by Agency in its sole discretion; and
- (d) Subject to the services provided hereunder, Agency shall retain all rights to any illustrations and other proprietary artwork, if any, listed in any SOW (each item, a "Design"), provided that Agency shall not, without Client's prior written consent, use, license, sell or otherwise authorize the use of any Design for use in connection with the marketing or promotion of any consumer product, in any format or medium, electronic or otherwise, for a period of one year from date on which such Design is first published. Except as otherwise set forth in this Section, Agency grants Client the limited, exclusive, irrevocable right to use the Designs as set forth in any SOW.

10. Legal Fees.

In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorneys' fees and expenses incurred by the prevailing party.

11. Force Majeure.

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, global pandemic, government requirement, civil or military authority, act of terrorism, act of God, or other similar causes beyond its reasonable control and without the fault or negligence of the delayed or non-performing party or its subcontractors (“Force Majeure Conditions”). If any Force Majeure Condition occurs, the party delayed or unable to perform shall give prompt written notice to the other party, stating the nature of the force majeure condition and any action being taken to avoid or minimize its effect.

12. Governing Law

This Agreement shall be construed for all purposes in accordance with the laws of the Commonwealth of Virginia, without reference to the conflicts of laws principles thereof.

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

[CLIENT NAME]

Joy Riot, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

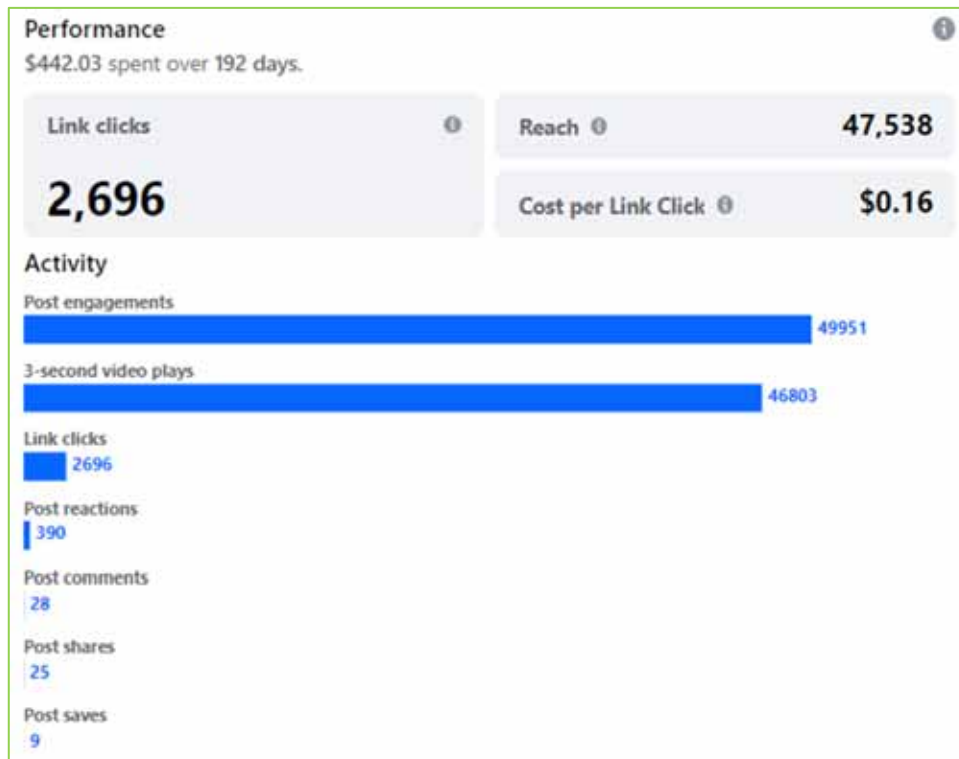
Date: _____

Proposal for Municipal Marketing and Media Services for the Eagle River Municipal Golf Course

Page 6 of 8



Facebook and Instagram Ad - Course Video We Created



Performance over past six months

Proposal for Municipal Marketing and Media Services for the Eagle River Municipal Golf Course

Page 7 of 8

Examples of Notices and Online Imagery We've Created Using the Course's Branding



To Our Valued Patrons:

Even though the weather is getting nice, we do not have a precise opening date as of yet.

Our superintendent has sole discretion as to when the course opens, and has many considerations and much work to do to get the course ready for play.

As of now, we are looking at sometime around the first week of April - possibly the last weekend in March. This includes the practice range.

Please stay tuned for updates.

Thank you,
Anthony Sable, PGA,
General Manager



Proposal for Municipal Marketing and
Media Services for the Eagle River
Municipal Golf Course

Page 8 of 8



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 KS (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 KS 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.**

Kim Swisher
Type or Print Name of Individual
KimSwisher
Signature of Individual
Co-Owner
Title
3/22/2024
Date

Email Address

Kim Swisher Communications, LLC.
Doing Business as (Trade Name)
521 East Wall Street #2
Street Address
Eagle River, WI 54521
City, State, Zip Code
715-437-0090
Telephone Number / Fax Number

SS # or TIN#

Eagle River Golf Course Marketing Report & Proposed Facebook Posts

April 1, 2024

Facebook Page:



As of today, the page has 2,560 followers.
On February 7th, the page had 2,507 followers.











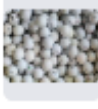
Facebook Insights:

Page overview		Create a post	Last 28 days
Discovery			
Post reach			48,909
Post engagement			1,788
New Page likes			21
New Page Followers			29
Interactions			
Reactions			168
Comments			9
Shares			5
Photo views			23
Link clicks			507
Other			
Hide all posts			0
Unfollows			0

Eagle River Golf Course Marketing Report & Proposed Facebook Posts

April 1, 2024








Facebook Insights (continued):

	<p>Happy Easter 🐰🥚</p> <p>Sun, Mar 31</p>	<p>Post reach 160</p> <p>Engagement 7</p>
	<p>"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!</p> <p>Sun, Mar 24</p>	<p>Post reach 379</p> <p>Engagement 8</p>
	<p>The longest drive ever recorded was 515 yards.</p> <p>Thu, Mar 21</p>	<p>Post reach 564</p> <p>Engagement 64</p>
	<p>Happy St. Patrick's Day. May your round be blessed with no worse than par.</p> <p>Sun, Mar 17</p>	<p>Post reach 233</p> <p>Engagement 15</p>
	<p>We'll continue to keep you posted on our opening date - and look forward to seeing you soon! 🤞📅</p> <p>Thu, Mar 14</p>	<p>Post reach 585</p> <p>Engagement 33</p>
	<p>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.</p> <p>Thu, Mar 14</p>	<p>Post reach 285</p> <p>Engagement 8</p>
	<p>Spend the extra hour of daylight the right way: Golfing!</p> <p>Sun, Mar 10</p>	<p>Post reach 299</p> <p>Engagement 9</p>
	<p>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."</p> <p>Thu, Mar 7</p>	<p>Post reach 430</p> <p>Engagement 4</p>
	<p>It's time to confirm your golf foursome. Enjoying your favorite 18 holes with three of your besties.</p> <p>Sun, Mar 3</p>	<p>Post reach 627</p> <p>Engagement 18</p>
	<p>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/.</p> <p>Thu, Feb 29</p>	<p>Post reach 716</p> <p>Engagement 20</p>
	<p>On average, 300 million golf balls are lost in the U.S. per year. So, keep your eyes focused on the back of the ball during your swing for a straight shot.</p> <p>Sun, Feb 25</p>	<p>Post reach 256</p> <p>Engagement 14</p>



Eagle River Golf Course Marketing Report & Proposed Facebook Posts

April 1, 2024

Facebook Insights (continued):

	Golf was banned not only once, but three times in Scotland between the years of 1457 and 1744. That's because the government believed it interfered with military training. Thu, Feb 22	Post reach 217	Engagement 2
	We are seeking proposals for municipal marketing and media services. The deadline to apply is March 22nd. View details at https://eagleriverwi.gov/wp-content/uploads/2024/02/Media-Marketing-RFP-DRAFT-2023.3.22.pdf Tue, Feb 20	Post reach 398	Engagement 19
	Happy Presidents' Day, Dwight D. Eisenhower: Eisenhower was also known for his love of golf. He played over 800 rounds during his presidency from 1953 to 1961. Mon, Feb 19	Post reach 227	Engagement 5
	Happy Valentine's Day! Whether you shoot a 72 or 144, there's nothing like spending a couple hours out on the golf course. Wed, Feb 14	Post reach 258	Engagement 11
	The best golfing tips don't always come from your friends and playing partners; be smart about what you listen to. https://www.eaglerivergolfcourse.com/lessons/ Sun, Feb 11	Post reach 333	Engagement 8
	Do you take trips to golf in warmer climates? Tell us your favorite out of state location? Thu, Feb 8	Post reach 605	Engagement 70
	We're planning our Eagle River Ladies Golf League Tournaments. Check out the list at: erlgl.golfclub.net . Mon, Feb 5	Post reach 1,171	Engagement 73

Facebook Videos:





		
<p>Eagle River Golf Course 2 years ago · 56.3K 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 60 days ▾

Kim Swisher Communications, LLC spent \$326.65 on 2 ads in the last 60 days.

 Reach ⓘ 88,895 View details	 Post engagements ⓘ 35,424 View details
 Link clicks ⓘ 1,134 View details	 Follows or likes ⓘ -- View details


Recent Ads

Active • Created by Kim Swisher Promote ag... View results

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

49,952 **2,878** **\$467.63**
Reach Link clicks Spent at \$2.50 per day ⓘ

Active • Created by Kim Swisher View results

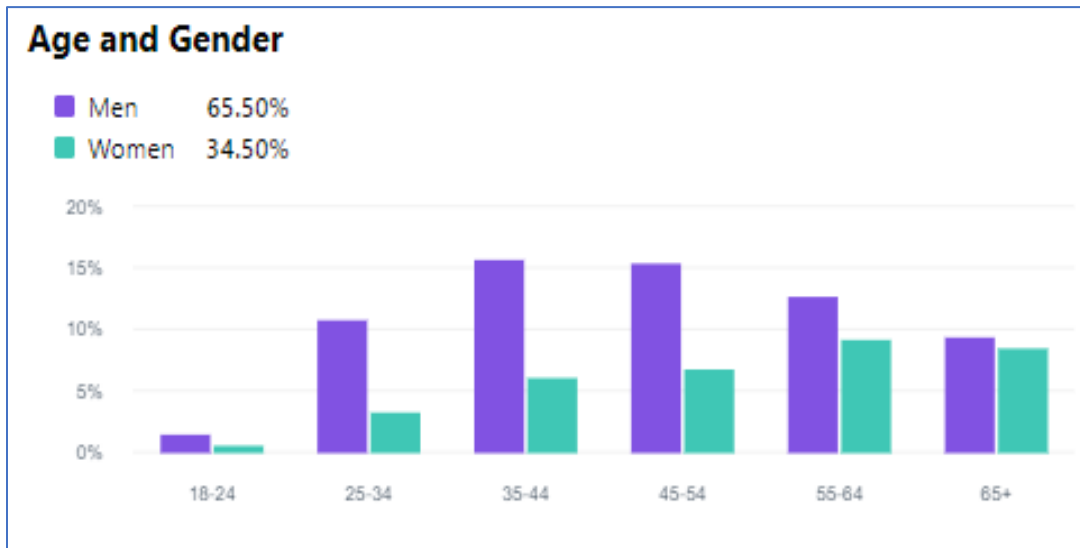
Promote your business locally 

149.1K **\$561.11**
Reach Spent at \$3.00 per day ⓘ

Eagle River Golf Course Marketing Report & Proposed Facebook Posts

April 1, 2024

Facebook Audience Demographics:



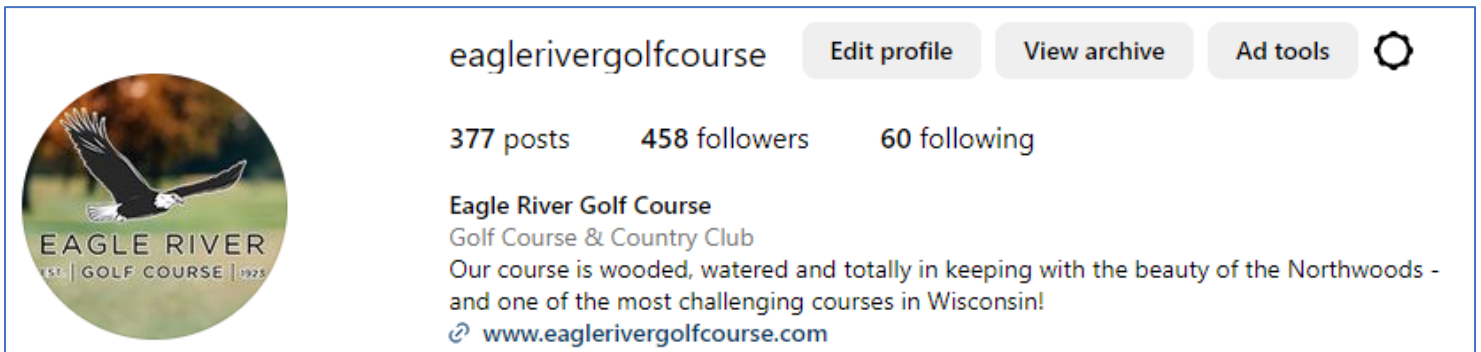
Facebook Audience Demographics (continued):

Location	
Eagle River, WI	221
Chicago, IL	65
Three Lakes, WI	36
Wausau, WI	35
Rhineland, WI	34
Green Bay, WI	25
Milwaukee, WI	25
Conover, WI	24
Oshkosh, WI	24
Phelps, WI	22

Eagle River Golf Course Marketing Report & Proposed Facebook Posts

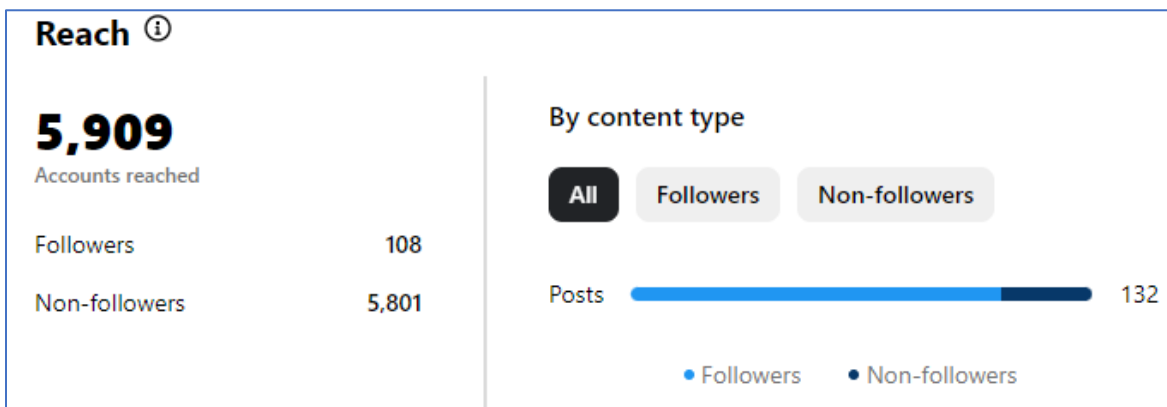
April 1, 2024

Instagram Page



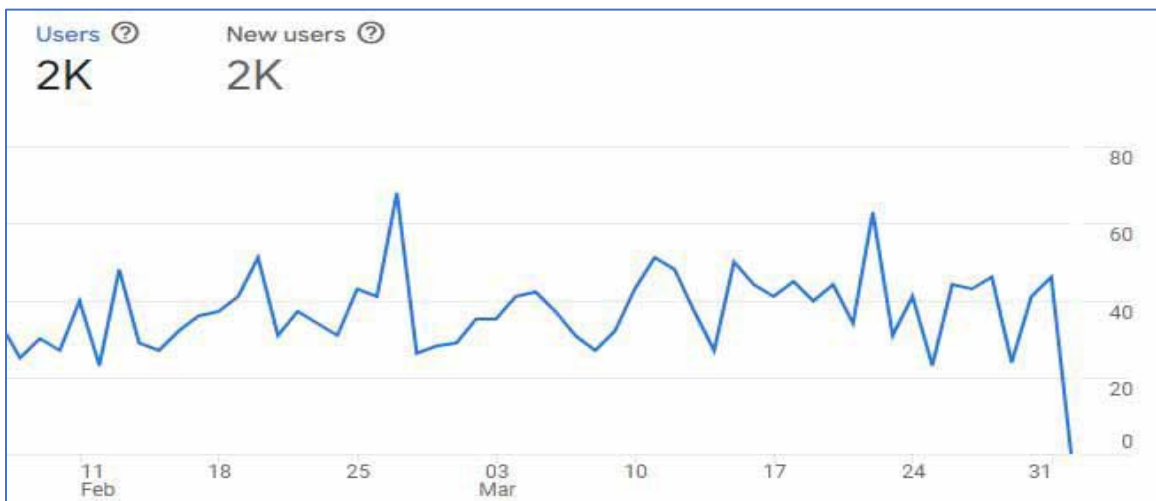
The image shows the Instagram profile for 'eaglerivergolfcourse'. The profile picture is a circular logo featuring an eagle in flight over a golf course, with the text 'EAGLE RIVER GOLF COURSE' and the years '1937' and '1923'. The profile name is 'eaglerivergolfcourse' with options to 'Edit profile', 'View archive', and 'Ad tools'. The profile statistics are: 377 posts, 458 followers, and 60 following. The bio reads: '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:



Google Analytics (Website):

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

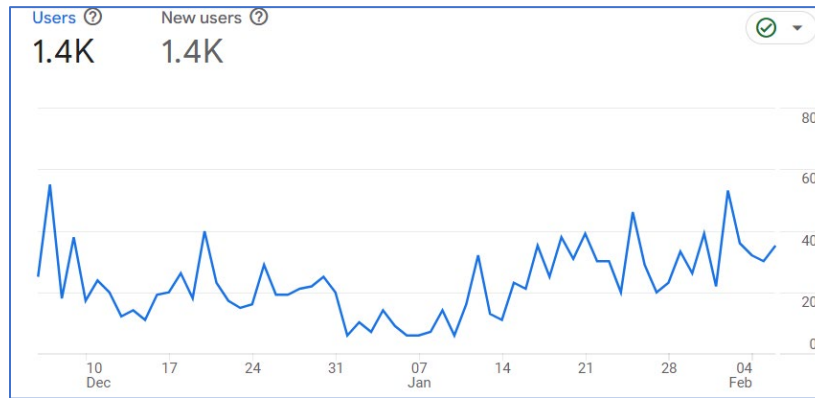


February 6th through April 1st

Eagle River Golf Course Marketing Report & Proposed Facebook Posts

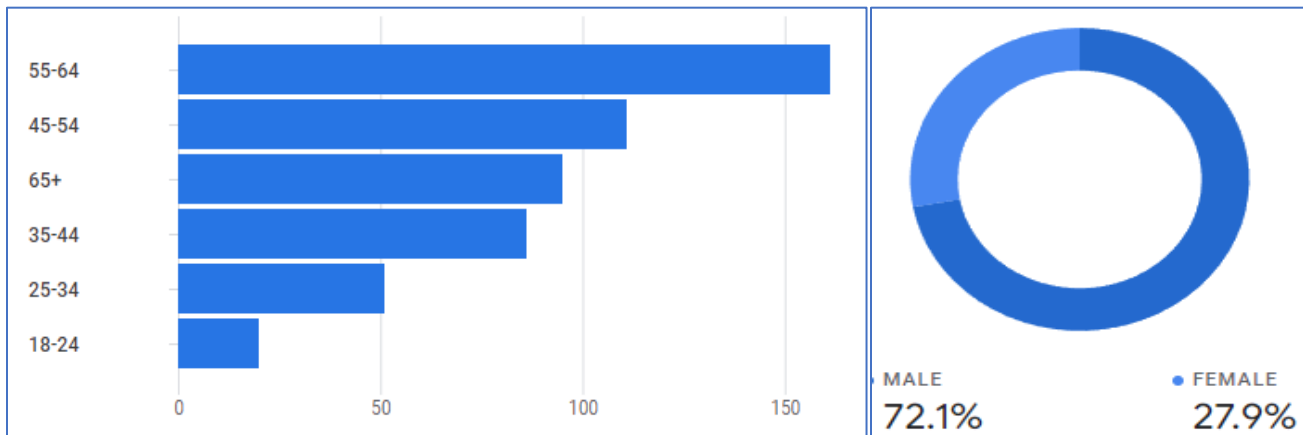
April 1, 2024

Google Analytics (Website) Continued:



December 6th through February 6th

Visitor Demographics:



The primary age range of website visitors in this period was 55-64. Males comprised 72.1% of page visitors.

Pages Visitors are Viewing on the Website:

Rank	Page	Visitors
		4,188 100% of total
1	/	2,470
2	/teetimes/	416
3	/about-us/rates/	319
4	/view-our-course/	189
5	/home/latest-news/	100
6	/contact-us/employment/	66
7	/join-e-club/	64
8	/about-us/staff/	59
9	/event/mens-league/	56
10	/about-us/	48

Eagle River Golf Course Marketing Report & Proposed Facebook Posts

April 1, 2024

Location of Website Visitors:

		1,968 100% of total
1	Wisconsin	643
2	Illinois	639
3	Iowa	118
4	Texas	85
5	Minnesota	55
6	Quebec	51
7	Florida	42
8	Missouri	36
9	Michigan	32
10	Arizona	26

State

		1,968 100% of total
1	Chicago	395
2	(not set)	188
3	Wausau	65
4	Quebec City	50
5	Eagle River	37
6	Rhinelander	32
7	Milwaukee	31
8	Dallas	28
9	Minneapolis	21
10	Green Bay	18

City

Proposed Facebook and Instagram Posts:

4/4 – If you could play a round of golf with anyone in the world, dead or alive, who would it be? Why?



4/7 – Are you ready for the Big Game this weekend? They say the super game of golf is the Masters Tournament. It will be played this year from April 8th to April 14th at Augusta National Golf Course with a purse of \$18,000,000.



Eagle River Golf Course Marketing Report & Proposed Facebook Posts

April 1, 2024

4/11 – The higher a golfer’s handicap, the more likely he’ll try to tell you what you’re doing wrong.



4/14 - Q: How is golf like taxes?

A: Well, you drive hard to get to the green, and then you wind up in the hole.



4/18 – Golf balls are like eggs. They’re white, they’re sold by the dozen, and a week later you must buy more.



4/22 – "Preserve and cherish the pale blue dot, the only home we've ever known." — Carl Sagan



Eagle River Golf Course Marketing Report & Proposed Facebook Posts

April 1, 2024

4/25 - "Half of golf is fun; the other half is putting." - Peter Dobreiner



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

AMENDMENT TO THE AGREEMENT

THIS AMENDMENT to the Agreement (the “Amendment”) is entered into effective as of 5/1/2024 by and between the City of Eagle River & Republic Services, **Republic Services Environmental Solutions III, LLC** qualified to do and actually doing business in the State of **Wisconsin** (“Company”).

A. The parties entered into that certain Solid Waste Removal Services and Disposal Agreement effective 17th day of May, 2016, expiring 12/31/2026 pursuant to which Republic provides Solid waste Removal Services and Disposal services to Municipality.

B. The parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that the Agreement is amended as follows:

1. Inclusion of “golf course” properties trash & recycle collection services tied to the city of Eagle River commercial pricing schedule.

City of Eagle River Restaurant at the Golf Course 457 McKinley Blvd.

1-4 yd trash serviced weekly = \$144.28/month

1- 4 yd recycle serviced weekly = \$119.51/month

City of Eagle River Pro Shop at the Golf Course 457 McKinley Blvd.

1-2 yd trash serviced weekly = \$72.10/month

Eagle River Golf Maintenance 925 Pleasure Island Rd.

1-2 yd trash serviced weekly = \$72.10/month

1- 2 yd recycle serviced weekly = \$59.75/month

2. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

3. Continuing Effect. Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the second date set forth below.

City of EAGLE RIVER

Republic Services Environmental Solutions III, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION NO. _____

**Support for Town of Lincoln and Town of Washington
Wake Boat Ordinance Development**

WHEREAS, during the summer months the Eagle River Chain and other area lakes attract motorized and non-motorized users for recreation and enjoyment, and

WHEREAS, these bodies of water should be available for safe use by both motorized and non-motorized recreationalists, and

WHEREAS, it is believed the function of wake boats causes both ecological damage to waterways and shorelines, and safety concerns for those using the water for recreation.

NOW, THEREFORE, BE IT RESOLVED, that the City Council lends it's support to the Town of Lincoln and the Town of Washington in their development and adoption of any ordinances pertaining to the use or restriction of wake boats on the Eagle River Chain and other area lakes within their jurisdictions.

Adopted on this _____ day of April, 2024.

SIGNED: _____
Jeffrey A. Hyslop, Mayor

Date

ATTEST: _____
Becky Bolte, Clerk

Date

Robin Ginner

From: Rick Svabek <rs@archerwire.com>
Sent: Wednesday, March 13, 2024 10:36 AM
To: Robin Ginner
Subject: Re: Video 3 of 700' E of Bridge No Wake

Thank you Robin.

I think all of us are confused on how the 700' was decided upon. Understanding that the Alderman did not want it by him; we are only asking to not shift the danger by us.

{Where the buoy was prior made people idle their boats to turn around (because of the narrowness of part of the river it was at). That is not the case now because there is just enough room to keep the speeds higher and make a 180.} This is where they get dangerously close to our piers.

If one looks at a map; It does open up prior to getting to the T-Docks which would not interfere with the landing in any way. Looking forward to more discussion during next months meeting.

Best,
Rick

On Mar 13, 2024, at 7:58 AM, Robin Ginner <rcginner@eagleriverwi.gov> wrote:

Thanks for sharing the videos Rick. I will make these videos available at the Council's request for next month's meeting. I appreciate you taking the time to send them over to me.

Thanks,



Robin Ginner
City Administrator
City of Eagle River

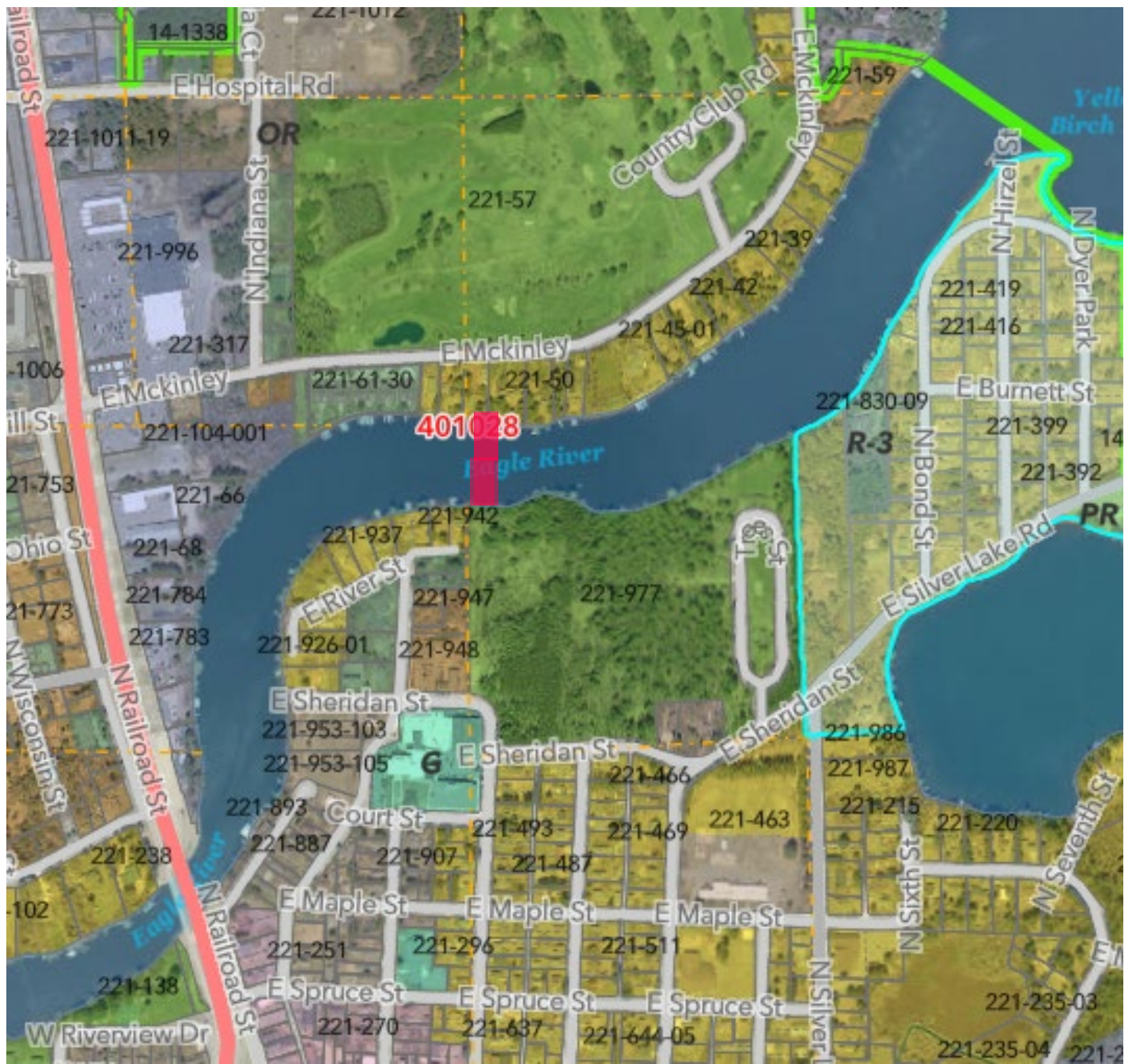
Note my new email address: rcginner@eagleriverwi.gov

Elected Officials and Members of City Committees: In order to comply with Open Meetings Act Requirements, please limit any reply to only the sender of this electronic communication. Please be aware that written communication, emails and faxes are generally considered open public records.

From: Rick Svabek <rs@archerwire.com>
Sent: Tuesday, March 12, 2024 7:19 PM
To: Robin Ginner <rcginner@eagleriverwi.gov>
Subject: Video 3 of 700' E of Bridge No Wake

I did not video the turn-around of boats danger to our kids/ grand-kids. It is our belief that someone will be hit and possibly killed.





**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

April 3, 2024

VIA EMAIL ONLY

Attorney John W. Mauck

RE: City of Eagle River/Saint Mary of the Snows Anglican Church

Dear Mr. Mauck:

Please be advised I represent the City of Eagle River and we have received your email of April 2nd. This will be on the agenda for the City Council Meeting of April 9th. My recommendation to the Council is that the Agreement be terminated. Once the Council votes on this I will let you know what their decision is and we can move forward from there.

If you have any questions, please feel free to contact me.

Sincerely,



Steven C. Garbowicz

SCG:alc

pc: Becky Bolte

City Administrator's Report

April 2024

Submitted by Robin Ginner

Admin/General

We hosted the Wake Boat presentation by Last Wilderness Alliance here at City Hall on March 21st. If you haven't yet reviewed the presentation, I can forward you the link to the recording. Given that we only have a small section of the river, which is otherwise covered by a slow-no-wake zone, and a small lake we can sign No Wake Boats if needed, there's not much need for the Council to enact an official ordinance. Instead, we are going to present a resolution of (moral) support for the Towns of Lincoln and Washington on their actions on wake boat ordinances for the Council to consider.

Departments/Committees/Commissions

Affordable Housing – Jim Holperin, the chair of this committee, added a conversation about labor force to this month's meeting. Affordable housing and labor (for our retail, restaurants, hotels, etc.) go hand in hand. We discussed the needs of area businesses and models for housing a potential return for the J1 Visa program to Eagle River.

Golf Course – We received two proposals for media/marketing services for the Golf Course. Both are very different in scope. One was received from our current provider, who recommends some changes including a new website. The other came from an outside provider and her recommendations were more robust (and expensive). I will review the proposals with Tony, and we'll come to the meeting with a recommendation.

We've had some start-up maintenance needs ahead of the Summer 2024 season. Our plumber needed to replace the guts of the toilets in the Clubhouse, and he'll be back to address a leaking pipe that exits the grease trap in the kitchen. One of our three-door coolers in the kitchen also needed some attention after the off-season.

Blaze is looking to open the restaurant in a week or two, and we're eyeing April 19th as a tentative open date – barring any more snow.

Kyle is in talks with an individual to come in and take Michael Anderson's place handling the flowers and beautification of the course this summer. The person is willing to potentially work in trade for a season pass with cart, which if it works out, is a great deal for the golf course.

Public Works – See attached list for DPW activities from March 2024.

Jared went through training for a Sewer Collection Certification, as was required by the DNR for the Wastewater Treatment Plant. Our wastewater is handled differently than most municipalities. In other Cities the wastewater treatment is handled by the Public Works Department, rather than the Utility. Because our guys are not involved in it, aside from the actual physical sewers, this certification is a bit involved. Our guys just don't have the day-to-day knowledge. But Jared went through the training, and the certification exam is in July. Between now and then he will spend time with Daryl touring the plant and going over the information. I also request the recording of the training for Jared to review ahead of the exam.

I told him to do his best – that’s all he can do. There is a lot of math and formulas and acronyms that he will need to memorize ahead of the exam. This is not an easy requirement. But now that we know this is required by the DNR, anyone we hire in the future will be required to obtain the certification as a condition of employment at the DPW.

Televising of the sewers was completed in March. Mike, Moe and I will be meeting with Aqualis on April 10th to go over the findings and review their repair recommendations.

Revitalization – I’ve been participating in ERRP’s new public art committee. The premise is finding locations to beautify with the addition of things like murals, gardens, art installations, etc. The committee has identified some areas and are working on putting together a plan for fundraising and a work plan to realize some of the projects. We hope to see some new installations in the next year!

Zoning/Planning – Ahead of the airport surveying, Becky, Steve and I had a back-and-forth on whether the City issues “building” permits versus “zoning” permits. Although there doesn’t seem to be a vote or any back-up to support why the change was made, the City moved from building to zoning permits in April of 1998. As we move forward with the airport, new hangers will be required to obtain a zoning permit from the City, and we will refer them to the State Building Inspector for their actual building permit.

The Riverdale development has been in touch with Mike at Light and Water on connecting to the municipal utilities. The parcel was annexed nearly two years ago, and they have yet to connect. They’re working on getting bids from contractors and are also working with MSA and Mike Sanborn on what the requirements will be from the City to establish water service for the building development.

2024 Projects

Rotary Square – I think we’re finally getting close! I visited the Rotary Square site last week to throw in my vote for the floor covering color. The stone has been added to the exterior, and the week of April 1st the plumbing fixtures are being installed in the kitchen and bathrooms. Det. Rossing will be working with L&W and the camera contractor to get all of our security cameras re-installed in the coming weeks, and we should start seeing Pitlik & Wick out there putting in sidewalks and grading the “lawn” area ahead of the turf install. This building is truly beautiful. A huge Thank You to Rotary and their volunteers (including Karen Margelofsky, Warner Russell and Kevin McGuire) for spearheading this much anticipated and gorgeous addition to our downtown.

2023 Silver Lake Milfoil – I’ve been in touch with the contractor we’ll be approving at Tuesday night’s meeting. I’ve put the notice of herbicide application in the paper (with the caveat that it was upon approval by the Council) so he can get moving on the DNR permit application as soon as the meeting concludes. He’s hoping to get the application done in May, ahead of the busy summer season. Schmidt’s will bill the City directly, then we will bill Lincoln and the Silver Lake Association for reimbursement for their portion.

2024 Chipseal Bids – The bid notice for the 2024 chip sealing has been submitted to the paper. Bids are due on May 1st. We’ll be talking more about this next month.

Project Funding – I’ve been working with both MSA and Baird on options for funding of both the 2024 projects (Silver Lake Road and Maple Street Resurfacing) and the interim financing for the 2025 projects (Third/Spruce Reconstruction). Brad will be attending the meeting (virtually) on Tuesday to present our options. We will need a motion for funding ahead of the CDBG application deadline in May.

The appropriation request for McKinley was submitted to Tammy Baldwin’s office. At this point I have no idea what the turn-around is on that, given the state of the federal government’s budgeting process. As soon as I know something I will pass that information along. Another big thank you going out to MSA for their help in pulling estimates together quickly and reviewing my narrative before I submitted it to Senator Baldwin’s office.

2025 Spruce/Third Street Reconstruction – The public hearing for the CDBG grant application will be held during our Council meeting. MSA will be in attendance to run that public hearing for us.

***REMINDER:** We have a special session on April 23rd at 4:45 pm to address hiring for the police department.*

MARCH

D.P.W.

1. Golf Course County Club - Water on
2. BRUSHING - PARKS, Beach, T-Docks
3. Sewer Call → 802 EAST Walnut Ran Main OK
4. Wash Equipment
5. Met with Robin, Mike Sanborn - Capich sewer & Water
6. STREET Sweepers out Cleaning Streets
7. ORDER Paint for Crosswalks, Parking spots, CURBS
8. Equipment Ready for street Painting
9. City Hall → Put outside curb side voting sign together
10. Mini-EX - Dug trench from Tress Pond to existing Ditch
11. T-Docks → stain Dyer PARK sign, START Painting inside Bathroom Walls
12. Patching streets
13. Took cones off Dock at Beach
14. Fixing Playgrounds Equipment at Beach
15. Took Lifting Ram off 1996 sweeper (leaking) to fix it.
16. Stop Maintenance
17. Locates
18. Working on RePainting Public Works sign off of Stop
19. JARA - Zoom Meeting on Sewer Collection
20. SAIT Streets
21. SNOW Storm 10" Pickup City + Plow outline Areas
22. Rain - Plow slush from streets & use Pusher to Clean up Wall, R.R. and inner city
23. Election Room Together



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

FROM THE DESK OF CORY HOFFMANN, DEPUTY CLERK/TREASURER

APRIL 2024 CITY COUNCIL MEETING REPORT

I completed all training requirements to become certified in WisVote at the clerk level.

I completed all training requirements to become a notary. I just need to obtain the bond insurance and have Becky perform the oath of office for the four-year notary public commission.

2023 is still open...I am waiting for the journal entries from the auditors.

The golf course main operating checking account is still off, but with the auditor journal entries I feel this will be rectified.

I worked with Brad from Baird to close out the NAN loan for Public Works.

All monthly bank statements have been reconciled as of February 2024. I have the March statements and have been working on those.

I have been keeping notes on the yearly payouts that the city has to make to certain line items ie: Fire Department, Civil Air Patrol, Ambulance, Library, Revitalization, etc, so that I am able to send those out in January for now on.

I did clean out the safe, packing all items pertaining to my position from 2022 and older in banker boxes and storing them in the supply rooms in the basement. 2023 is being stored in the lateral files under the window.

I sent out past due personal property statements for 2021 and 2022. Will be sending out those that we do not receive for 2023 in August. Have received a few payments from those mailings.

Other daily, weekly, and monthly job duties as needed.

Thank you.

Cory Hoffmann, Deputy Clerk, Treasurer

Clerks Report March/April 2024

Elections: The Presidential Preference Primary and Spring Election of 4-2-2024 has been balanced out. I spent some time working out what is least likely to change with each election and made some more permanent posting boards to try to cut down the prep time with each election. Time will tell if this was worth my time as the notices and rules seem to change constantly. We had a few new poll workers at this election and a new chief inspector. I am getting workers some experience before the fall elections. Special Voting Deputies visited Milestone and Legacy care facilities for absentee voting in person. Legacy is new this time around and the setup and visit was completed seamlessly. All voter requested absentees were mailed and logged upon return, then processed on election day. Due to the number of residents moving in and out the past couple of years, registration maintenance has been busy with new registrations and cancellations. Vote in Person began on March 19 with a few exercising their option to vote in the Clerks office early. The public test of the voting machine was properly published and posted and held on March 26. The mover's postcards for the first quarter were sent out at the end of March. Follow-up first class letters will be sent to all non-responders.

Liquor Licenses: There have been several changes with the State of WI overhaul of the Alcohol Division under Act 73. In prior years the Clerk has provided paper Liquor License renewal packets to license holders, but with all the changes, I will be transferring to a more electronic format. This gives applicants direct access to the DOR pages for rule changes and form updates. The latest forms were released on April 1 and will be used for the upcoming renewal. All renewal information will be provided to license holders by April 15 with a due date back to the Clerk of May 15 for processing. With Act 73, effective May 1, 2024, Class C Wine licenses will no longer need to be a restaurant for issuance.

Operators Licenses: With the June 30 expiration date of all operators licenses, the applications are starting to increase. The application fee increase has been implemented.

Permits/Licenses: FOOD TRUCKS: The All-in-One event permit application has been reworked a little. The application now has the addition of "Animals to be kept for exhibitions or amusement" and "Food trucks at event – Provide proof of non-profit".

The "Animals to be kept..." addition has been added as the Ordinance for Dogs and Cats that was just amended had the addition of a permit requirement for animals to be kept for exhibitions or amusement.

The "Food trucks at event..." can be used for non-profits to present to Council without having to request that Council waive the direct sellers permit application and fee each time they provide an application for a public event that includes food trucks. The process for food trucks is as follows:

** When a non-profit is having an event with food trucks, check the box on application and provide a certificate of liability and proof of non-profit status (non-profit determination letter). The City has no more involvement if event is Council approved. No Direct Sellers Permit required from the City.

** When a FOR profit is having an event with food trucks, a direct sellers permit is required, a Promoter Fee schedule of \$250.00 for the event is already in effect. They will provide information of all food trucks/sellers to us. If the event is for public benefit not for business revenue, the Council can waive the direct sellers permit requirement by approving the All in One application with food truck box checked.

** When a FOR profit food truck applies and later requests to add locations, the Clerk has the authority to approve if it is cut and dry, (has written permission from private property owner and not on public property) If there are concerns from Clerk, additional location request would go to Council.

** The City will not regulate a food truck location that is not participating in an event. If they have provided to the Clerk permission from a private property owner, they can be there, just not on event grounds. No different than a brick-and-mortar store front/restaurant. Meaning, the City will not regulate and say they have to be X number of feet from any event.

The rework of the food truck permitting process has been done with Attorney Garbowicz. He has seen the final application changes and is OK with the process and form.

Permits/Licenses:

Northwoods Child Development Center has submitted a permit application and rental and reservation request for Riverview Park on June 22. The applicant is a for profit business but is requesting to put on a free event for the children, and they intend to have a food truck and ice cream cart on site at Riverview Park during the event.

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

Permit applications and applicable documentation were sent out to all garbage haulers in the area for annual permitting. Applications will be presented for annual approval at the April 9, Regular Council meeting.

Permit applications and applicable documentation were sent out to all taxi businesses and taxi drivers for annual permitting. Applications will be presented for annual approval at the April 9, Regular Council meeting.

Garbage and Recycling: An amendment to the Republic Services garbage and recycling agreement with the City is included on the agenda. The golf course pro shop, greens shop, and restaurant dumpsters have been excluded from the municipal agreement with the City paying commercial rates. Tyler Jacobson, Municipal Sales Representative for Republic, has presented an amendment, providing municipal rates.

Spring Yard Waste cleanup will be held May 22 after the NPSD Earth Day cleanup.

Insurance: Statewide Services has been able to cover a claim using the No-Fault Sewer and Water Backup endorsement on our policy. The claim was for foundation damage that resident believed was caused from a storm sewer backup dating back to 2016.

We had a light pole taken down in front of the Chamber by the DPW grader and will be submitting a claim for approximately \$2600. ERLW did not charge the City for their labor on the repairs they were able to make with existing parts.

Special Assessment Requests: I have had three Special Assessment Requests since the previous council meeting.

Open Records Requests: Other than bid notice requests, I have had no open records requests for the City of Eagle River.

Department of Revenue Form Filing: Tax exempt certification forms, PC-220, were mailed to tax exempt property owners and were due back to me by March 31. I have a couple still outstanding but once I have them all, data will be compiled to complete and file DOR form PC-226 Taxation District Exemption Summary Report by the July 1 deadline.

Federal Form 8849 – Claim for Refund of Excise Taxes: The IRS denied our claim for refund of the federal fuel tax charged for unleaded gas for the golf carts. The minimum dollar amount is \$750 to which we fall below each year (usually in the \$400 - \$500 range). The IRS has processed the form and accepted it for years, but this year they are holding firm to we don't meet the minimum qualifications so the request for recovery was denied.

Meetings: Following the March meetings, all licenses and permits were produced, mailed/emailed to the applicants. March Planning Commission and Finance Committee draft minutes were produced, and March City Council meeting draft minutes were produced and a truncated version with all motions was published in the VCNR. Resolutions were executed and saved digitally and filed in physical resolution book. Ordinance notice was published. Executed ordinance was sent to be codified, saved digitally and filed in physical ordinance book. All Clerk items were added to the April agenda. All Clerk supporting documents for the April Finance and City Council meeting were prepared and supplied for Robins meeting binder. All Eagle River agendas were posted onto the bulletin boards, sent to the email distribution list and posted onto the website. All Vilas County, ERRP, NPSD, Airport, and LVG supplied agendas were posted on our bulletin board.

Taxes/Assessor: Associated Appraisals continues with the interim market revaluation with the last invoice reporting 25% complete. Board of Review will need to be adjourned to a later date due to the revaluation. Member training will need to be taken before the scheduled date. The Assessor will keep us on track with this process.

Slow no Wake/Buoy Placement: Following up on the March Council meeting, the slow-no-wake zone/buoy placement discussion is back on the agenda as requested by Council. We have been

advised by all involved that having the start/end buoy placed at the city limits on the river would not be advisable due to the public boat launch (T-docks). The city has no jurisdiction on Yellow Birch, the Town of Lincoln and DNR do. The DNR has provided opinions to the City that they do not support the slow no wake so, although I do not speak for the DNR, I don't believe they would support the extension of the slow no wake into Yellow Birch Lake. If the Council decides to pursue changes to adopted Ordinance #584, the entire process would need to be done again: New waterway marker coordinates produced and approved by DNR, draft ordinance drafted with new waterway marker coordinates, public hearing is highly recommended by Garbowicz, Council adoption, Ordinance publishing and codification, signs would need to be replaced again at the three landing were GPS coordinates are posted, and additional buoy(s) would need to be purchased.

The past month has been a VERY busy one in the Clerks office!

Becky J Bolte
Clerk – City of Eagle River

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 3/2024)

** 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)

- | | |
|--|---|
| <input type="checkbox"/> Event to be held on City Streets (<i>Street Closing</i>) | <input type="checkbox"/> Amplifying Device |
| <input type="checkbox"/> Display Goods, Wares or Merchandise on Sidewalks, Streets, or Alleys for Special Events | <input type="checkbox"/> Temporary Signs |
| <input type="checkbox"/> Food Trucks at event – Provide proof of Non-Profit | <input type="checkbox"/> ** Street Banners (<i>the attached D.O.T. app MUST be filled out</i>) |
| | <input type="checkbox"/> Animals to be kept for exhibition or amusement |

**** 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: _____ Event Date(s): _____

Event Name: _____

Times of Event: _____

Organization Name: _____

Contact Person(s): _____ Phone #(s): _____

Contact Email: _____

Physical **AND** Mailing Address: _____

Street(s) to be CLOSED: _____

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

Event Location / Display: _____

Type(s) of Goods to be Displayed: _____

Location of Signs: _____

(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: _____

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

Signature of Organizer: _____ ***Print Name:*** _____

.....
\$1,000,000 Current Certificate of Insurance on file with City of Eagle River listed as certificate holder: 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