

CITY OF
EAGLE RIVER
Wisconsin

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

AGENDA NOTICE

THE FINANCE COMMITTEE OF THE CITY OF EAGLE RIVER WILL HOLD A MEETING ON TUESDAY, MAY 14, 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) April Financial Review.
- 6) Review & Approval of Accounts Payable.
- 7) Adjourn.

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 5/13/24 bjb



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, MAY 14, 2024, 6:00 PM AT CITY HALL, 525 E. MAPLE STREET IN EAGLE RIVER.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of Previous Meetings
5. Discussion and Possible Action on the Following Agenda Items:
 - a) Fireworks Permit application – Kenny Body of Kennys Elite Auto Detail and Tinting
 - i. 7-4-2024 fireworks application to have display at Eagle River Union Airport
 - ii. Request to purchase fireworks through the City - no expense involved
 - b) Street Closing/temporary sign/amplification/display of goods permits:
 - i. Vilas County Veterans Service Office/Veterans Memorial Day Program – Amplifying Device/Street Closure, 5/27/24, Vilas County Courthouse, 11:00am – 12:00pm
 - ii. Vilas County Ag Society/ Vilas County Fair – Amplifying Device/Temp Signs/Street Banners/Animals to be Kept, Aug 8-11, 2024, Vilas County Fairgrounds, 12:00pm – 11:00pm daily.
 - iii. ERLW and local EMS/National Night Out – Display of goods/Temp Signs, August 6, 2024, Area N of City Hall, 2:00pm – 6:00pm.
 - iv. Praise in the Pines – Temporary Signs/Food Trucks, July 21, 2024, Indoor Music Concert at Northland Pines High School/Fieldhouse, setup at 1:00PM – 10:00pm.
 - v. Chamber of Commerce/Sip and Shop Wine Walk – Road Closure/Food Trucks/Amplification, June 15, 2024 – Update to initial approved event application.
 - vi. Eagle River Historical Society with Hawks Nest/Canoe Races on River – Temporary Signs/Display of Goods, July 9, 2024, Riverview Park with canoe races along the Boardwalk, 9:30AM – 12:30AM
 - vii. Abundant Life Church/Vacation Bible School - Temporary Signs at Capich and Wall.
 - c) Picnic Licenses:
 - i. Vilas County Fair – Temporary Class “B” Beer/“Class B” Wine, Aug 8-11, 2024
 - ii. Eagle River Chamber of Commerce/Sip-n-Shop – Temporary “Class B” Wine, June 15, 2024: Salon & Spa on Railroad, Botox Beauty Spa, Eagle River Historical Society at the Depot, Eagle River Pet Company, The Hiker Box Too,

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Tremblay's Sweet Shop, Eagle Craft and Hobby, Fredricks Corner Shoppe, LakeTime Management, Minocqua Popcorn and Puffs, Lyn's Antiques, Splash Soap Company, Eye of Entrepreneur

d) Operator's licenses

- i. **REGULAR:** Denise Allen, Dale Ayers, Cass Braaten, Jamie Cull, Morgan Dreger, John Foss, Kelsey Fox, Anthony Gaetano, Pamela Gleich, Danny Goodrich, Shawn Griffin, Barry Grosswitz, Diedre Guigli, Haley Hering, Courtney Hoffmann, Evan Janet, Robert Kaczowski, Haley Klemmer, Anne Klessig, Jeff Kordus, Jolanta Kryska, Kit Kunkel, Gail Lamantia, Terry Lyon, Susan Malmanger, Karen Margelofsky, Melissa McFaul, Andrew Miskell, Scott Moline, Jerrett Neubauer, Nancy Olson, Emily Prien, Russell Radowicz, Bradley Roberts, Alexandra Schiessl-Moore, Cindy Schultz, Phoebe Spier, Sharon Stapleton, Justin Wendorf, Lisa Wendorf, Lauren Wondrash
- ii. **TEMPORARY:** Jacki Greene, Kathy Holperin, Catherine Russel, David Stauffacher

di) Taxi Drivers License: Ken Allison – Allison's Bar Bus

dii) Direct Sellers Permit:

- i. Three Lakes Cheese Haus at Nelsons Ace parking lot – 6-month permit
- ii. Sloppy D's food truck – 6-month permit

diii) Easement grant to Don Tomlanovich for the portion of Ohio Street, on the SE corner of Adams Road, as described per documentation provided in Council packet.

div) RW Baird

- i. Proposed 2025 Budgeting Timeline
- ii. City of Eagle River Quarterly Financial Report

dv) MSA Monthly Update

- i. Contract to design and bid Silver Lake Road project for 2025 construction season.
- ii. Contract to manage Maple Street resurfacing project for 2024 construction season.

dvi) Planning Commission:

- i. Rotary Square sidewalk modification – Sidewalk addition east from building to First Street, railings across back sidewalk.
- ii. Thad Beversdorf is requesting a conditional use permit to remodel a structure to house a multi-family housing development at 115 S. Third Street, Eagle River, computer number 221-660-02, in accordance with Chapter 106, Article VI, Division 5, Sec 106-414 Uses permitted by conditional grant, (1) Multi-Family Dwellings (3 or more units), and (2) Mixed use developments not qualifying as being permitted by right.

The property, zoned as Office Residential, is described as: LOT 2 18CS131 LOTS 7-14 BLK 1 ORIGINAL PLAT EAGLE RIVER PRT NW NE.

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- iii. Seating installation in parking stall owned by Hooked & Tagged, 128 S. Railroad Street, Parcel 221-1025-09.
 - k) Dog park behind City Hall (for discussion only, no action)
 - l) Golf Course Updates from Golf Pro and Greens Superintendent
 - i. Approval of concession stand lease to Blaze Champeny for the Summer 2024 season.
 - m) Town of Lincoln – Offer of Road Transfers to City of Eagle River
 - i. East Wall Street from Capich to White Pine (Approx. 1799.32 feet, including the portion of E Wall that cuts behind the diner)
 - ii. Airport/Pleasure Island Roads (Approx. 190.46 feet from the east side of Railroad Street to where the City picks up ownership west of Railroad Street)
 - n) Resolution 1040: Declaring official intent to reimburse expenditures with proceeds of the debt, the principal amount of which is not expected to exceed \$3,600,000, Spruce and Third St project.
 - o) Approval of sidewalk replacement bids from American Eagle Concrete
 - i. 210 S. Main Street, \$11,385.00
 - ii. S. First Street at Rotary Square, \$24,375.00
 - p) Approval of Chip Seal bid from Fahrner \$78,078.37
 - q) Approve payment of the bills for the City and the Golf Course
 - r) Police chief monthly update on departmental activities
 - s) Administrator’s monthly update on activities of all departments
 - t) Treasurer’s monthly update.
 - u) Clerk’s monthly update
6. Adjourn.

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Date of posting 5/13/24 bjb

April 9, 2024

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

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

Treasurer confirmation that all bank accounts are reconciled: Hoffmann reported all bank accounts are reconciled through March 2024.

Treasurer report of any and all late payments and penalties. Hoffmann reported one late payment with \$1.50 penalty, statement was not received by the Treasurer.

March Financial Review: None

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

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

Becky J Bolte – City Clerk

April 9, 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 Diane Marquardt and was recited by all present.

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

Motion by Kressin, 2nd by Schaffer to approve the minutes of the 3/12/24 Finance Committee and Common Council meetings. Carried, all, with Burkett abstaining.

Mayor Hyslop opened the CDBG Citizen Participation Public Hearing:

Phil Kreisel of MSA Professional Services, Inc. presented the following information to the attendees:

Basic overview of the CDBG Program

CDBG was enacted through the Housing and Community Development Act of 1974. The Wisconsin Department of Administration (DOA) has administered CDBG funds since 1982; its goals include benefit to LMI (low- and moderate-income) households; targets funding to areas of greatest need; housing, public facilities, and economic development.

1. Identification of total potential funds - DOA historically receives approximately \$15 million (general estimate) per year for housing rehabilitation, public infrastructure improvements (Water, sewer, storm sewer, etc.), emergency infrastructure and economic development in exchange for job creation. Approximately \$15 million would be available in this year's cycle Public Facilities competition. If awarded, CDBG can fund \$2.00 for every \$1.00 of match up to a maximum award of \$1.0 million.

2. Eligible CDBG activities

- a. Economic Development: low interest loans to business in exchange for job creation.
- b. Public Facilities: water facilities including mains, looping, extensions, treatment, source, hydrants, valves; sewerage including collector and interceptor mains, lift stations, treatment plants and

lagoons, and dechlorination facilities; storm sewers; fire stations, libraries, senior centers, handicapped accessibility; and community centers.

c. Public Facilities for Economic Development: business or industrial park water systems; sewerage systems; roads; infrastructure in support of business attraction/expansion and job creation.

d. Planning Grant: The program's goals are to help communities develop clear and actionable strategies for addressing site specific, neighborhood, community or regional economic or development needs and to improve the quality of community or economic development projects by helping to fund local plans.

e. Housing: rehabilitation for owner-occupied and renter-occupied units: LMI home buyer ("Homestead") programs; handicapped accessibility projects; housing site preparation; housing site acquisition and occupant relocation; blight elimination through demolition of structures; and neighborhood public facilities projects.

f. Coronavirus Program (CDBG-CV) - Grant funds are awarded to units of general local government and must be used to prevent, prepare for, and respond to Coronavirus. The State of Wisconsin received CDBG-CV funding through the CARES Act.

3. Community development needs – there was no comment

4. Identification of any community development needs by public – there was no comment

5. Presentation of activities proposed for CDBG application, including potential residential displacement. The N. 3rd Street and E. Spruce Street Improvement project scope was presented. It was stated that no residential or business displacement will occur due to this project.

6. Mr. Kreisel asked for any further comments (3 times) and had none.

The Hearing concluded at 6:10PM.

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

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. *Motion by Burkett, 2nd by Schaffer to approve the Northwoods Child Development 6/22/2024 permit for the event Art in the Park for Kids at Riverview Park as presented. Carried, all.*

B) Operator's licenses: Regular: Charity Lenderman, Christopher Sullivan, Michael Henry, Daniel Englund, Mathew Siejkowski, Angela Kunkel, Eric Radi, John Hayes, Faith Chobanov, Meaghan Lorenz. Pending: Anthony Barrientos, James Kasper. *Motion by Schaffer, 2nd by Kressin to approve regular operator's licenses as presented. Carried, all. Motion by Schaffer, 2nd by Marquardt to approve presented pending operator's licenses upon review and approval from Police Chief. Carried, all.*

C) Taxi Licenses, term of 5/1/24 – 4/30/25

Taxi Business License: *Motion by Burkett, 2nd by Kressin to approve a taxi business license to Allison's Bar Car and Limo LLC. Carried, all.*

Taxi Business License: *Motion by Kressin, 2nd by Marquardt to approve a taxi business license to John Barnes & Company Corp contingent on Clerk receiving Certificate of Liability Insurance. Carried, all.*

Taxi Drivers Licenses: *Motion by Schaffer, 2nd by Kressin to approve taxi drivers licenses to Marianne Allison, Kenneth Allison, Cyrene Lowery, and John T Barnes. Carried, all.*

D) Garbage Haulers Permits 5/1/24 – 4/30/25: *Motion by Schaffer, 2nd by Kressin to approve the 5/1/24 – 4/30/25 garbage haulers permit to Gas Distribution Systems - DBA Eagle Dumpster, Waste Management DBA Advanced Disposal, Howard Disposal LLC, Republic Services III LLC, and GFL Environmental Holdings Inc. Carried, all.*

E) Direct Sellers Permit: Motion by Schaffer, 2nd by Kressin to approve a direct sellers permit to Daniel J Moncher, DBA Taco Dan – Mobile Food Truck, May – September 2024 at Eagle Car Wash 1000 N Railroad Street. Carried, all.

F) Appointment of Successor Agent: Motion by Kressin, 2nd by Marquardt to accept appointment of Kimberly Simac as successor agent for Riverstone Brewing Company LLC, 219 N Railroad, Class B Combo Liquor License, expires 6/30/24. Carried, all.

G) Lizzie Lumley, Eagle River Twisted History Tours, request to place signs on private property advertising tours within the City Limits. Ginner presented request to place 4x4 A-Frame sign at 310 W Pine Street. Permission letters to place signs on private property were presented from Redman Realty at 310 W Pine Street and Eagle River Auto Clinic at 322 W Pine Street. Ginner stated the signs would not be off premises as the business does not have a premise. Lumley presented the benefit the tours give to the Eagle River community. Motion by Kressin, 2nd by Burkett to approve Lizzie Lumley, owner of Eagle River Twisted History Tours, request to place a 4x4 A frame sign at 310 W Pine to advertise tours within the City limits. Carried, all.

H) RW Baird Presentation

Funding Options for 2024-2025 Street Projects: Motion by Burkett, 2nd by Schaffer to authorize RW Baird to proceed with securing re-financing and project financing as presented. Carried on a roll call vote, Ayes: Jerry Burkett, Kim Schaffer, Ron Kressin. Diane Marquardt Nays: None

Approval of Uniform Grant Guidance policy: Motion by Schaffer, 2nd by Kressin to approve presented Uniform Grant Guidance Policies and Procedures. Carried on a roll call vote, Ayes: Kim Schaffer, Ron Kressin, Diane Marquardt, Jerry Burkett Nays: None

I) MSA Update on E Spruce Street and N Third St Project,

Motion by Burkett, 2nd by Kressin to approve Resolution 1033 to Submit a CDBG Application. Carried on a roll call vote, Ayes: Jerry Burkett, Ron Kressin, Kim Schaffer, Diane Marquardt. Nays: None

Motion by Schaffer, 2nd by Kressin to approve Resolution 1034 to adopt a Citizen Participation Plan for a CDBG Application. Carried on a roll call vote. Ayes: Kim Schaffer, Ron Kressin, Diane Marquardt, Jerry Burkett. Nays: None

Motion by Schaffer, 2nd by Marquardt to approve Resolution 1035 to adopt a Policy to Prohibit the Use of Excessive Force. Carried on a roll call vote. Ayes: Kim Schaffer, Diane Marquardt, Jerry Burkett, Ron Kressin. Nays: None

Motion by Schaffer, 2nd by Burkett for Adoption of a Wisconsin Residential Anti-Displacement and Relocation Assistance Plan. Carried on a roll call vote. Ayes: Kim Schaffer, Jerry Burkett, Diane Marquardt, Ron Kressin. Nays: None

Motion by Schaffer, 2nd by Kressin to adopt Resolution 1036 Authorizing the City to Commit Match Funds for a CDBG. Carried on a roll call vote. Ayes: Kim Schaffer, Ron Kressin, Jerry Burkett, Diane Marquardt. Nays: None

Motion by Schaffer, 2nd by Kressin to approve Resolution 1037 authorizing BAIRD to pursue open market, short term, note anticipation note for the Spruce and 3rd Street project for an amount to include \$3,232,932 interim financing that will be paid off with anticipated grant award. Carried on a roll call vote. Ayes: Kim Schaffer, Ron Kressin, Diane Marquardt, Jerry Burkett. Nays: None

Silver Lake Eurasian Water Milfoil

Motion by Burkett, 2nd by Kressin to approve 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. Carried on a roll call vote, all.

Motion by Kressin, 2nd by Burkett to approve additional costs for DNR permitting, Onterra Monitoring and Herbicide Monitoring and Analysis – City of Eagle River Portion for 2024 - \$5,142.00. Carried on a roll call vote, all.

K) Golf Course Updates from Golf Pro and Greens Superintendent: Golf Pro Sable presented a written report. Sable reports an anticipated April 22, 2024, opening at the course. Reporting the cart paths on the course should be considered for 2–5-year plan for repaving and request to have McKinley redone.

After a review of proposals for golf course marketing/media services, *Motion by Burkett, 2nd by Kressin to approve Kim Swisher Communications LLC (KSC) proposal for Golf Course Marketing/Media services as presented. Carried on a roll call vote, all.*

Motion by Schaffer, 2nd by Kressin to approve presented 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. Carried on a roll call vote, all.

L) Resolution 1038: *Motion by Kressin, 2nd by Schaffer to adopt Resolution 1038 - Support for the Towns of Lincoln and Washington in their endeavors to enact ordinances affecting wake boats on the Eagle River Chain. Carried, all.*

M) Discussion and possible action on adjustment to slow-no-wake zone buoy placement on the River. Mayor Hyslop opened the discussion reminding that if Council did nothing, the Ordinance (#584) and buoy placement would remain as it is. Kressin stated that the primary role of any governmental body is to ensure the safety of its citizens. Kressin felt the original ordinance protected the citizens in the slow-no-wake zone but not the citizens further east towards T-docks, stating the only logical thing to do is to extend the slow-no-wake zone down to the T-docks. Mayor Hyslop opened the discussion to public comments. Rick Svabek presented photos and testimony on his experience at 416 McKinley, stating that the current buoy placement for the slow-no-wake zone at the area near Trees for Tomorrow, has created a dangerous situation at and around his frontage. Svabek recommended the buoys be placed down more towards the T-docks. Svabek email was provided to Council: “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.” Jared Adamovich, City of Eagle River DPW, spoke as the person who installs the buoys in the river. Adamovich did not support extending the slow-no-wake zone to the T-docks believing it would cause chaos at the landing. Adamovich stated the buoy was placed where it is based on visibility, and where the end buoy sits now, it can be seen from the T-docks. Comments continued with enforcement concerns, boat launch concerns, visibility of first buoy, determinations of widest and narrowest points of the river between Trees for Tomorrow and T-docks. Mayor Hyslop closed the public comments. Burkett stated that it was a no-win situation, no matter where the buoys are placed, it’s going to create a safety issue. Mayor Hyslop asked what the Council would like to do. No motion was voiced, the topic was closed.

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. As recommended by City Attorney Garbowicz, *Motion by Burkett 2nd by Schaffer to terminate the 2013 PILOT agreement with St. Mary’s of the Snows Anglican Church Inc. 1019 E Wall Street. Carried on a roll call vote. Ayes: Jerry Burkett, Kim Schaffer, Ron Kressin, Diane Marquardt Nays: None*

O) 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*

P) Police chief monthly update on departmental activities. Chief Dobbs provided a written report of monthly activity. Discussion on cost for requests for dedicated police officers at public events. Discussion on Eagle River being an event driven community, and this is a cost of doing business.

Q) Administrator’s monthly update on activities of all departments. A written report was provided by Ginner that included departmental activities and 2024 project updates.

R) Treasurers monthly update: Hoffmann provided a written report for review. Hoffmann recommended closing the current Nicolet Bank checking account and reestablishing the account at Nicolet Bank as a Money Market with a Sweep to maximize interest income. The current variable APR at Nicolet Bank for the money market is 2.5% and the current variable APR for the Sweep is 5.25%. *Motion by Burkett, 2nd by Kressin to change Nicolet checking account to a money market account with sweep account to take advantage of higher interest rate. Carried on a roll call vote, all.*

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

At the call to move into closed session, Deb Brown voiced concern over agenda listing of items to be discussed in closed session, stating the agenda language was not informational enough to inform citizens. Mayor Hyslop responded that Attorney Garbowicz had approved the items as presented on the agenda.

Motion by Kressin, 2nd by Schaffer to adjourn to Closed Session at 7:58PM, 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; Department of Public Works – Compensation for Wastewater Operations Sanitary Sewage Collection System Certification, Staff updates, and DPW Succession Planning. Carried on a roll call vote, Ayes: Kressin, Schaffer, Marquardt, Burkett Nays: None

Motion by Burkett, 2nd by Kressin to reconvene in Open Session at 8:40PM, according to Wisconsin State Statute 19.85(2) with possible action on closed session agenda items. Carried on a roll call vote, Ayes: Burkett, Kressin, Schaffer, Marquardt Nays: None

Motion by Schaffer, 2nd by Kressin to increase hourly rate of pay for Jared Adamovich by \$1.00/hour effective upon successful completion of DNR Sewer Collection Certification. Carried on a roll call vote. Ayes: Schaffer, Kressin, Burkett, Marquardt Nays: None

Motion by Schaffer, 2nd by Marquardt to adjourn the meeting at 8:40PM. Carried all.

Becky J Bolte - Clerk

April 23, 2024

A special meeting of the Common Council of the City of Eagle River was called to order at 4:45 PM by Mayor Hyslop

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

A) Purple Loosestrife beetle collection and release at Riverview Park by Vilas County Land & Water Conservation: Catherine Higley of Vilas County Land & Water Conservation requested permission to collect purple loosestrife beetles from Riverview Park as numbers allow. She would propagate and return what she took, estimated at 50-100. The beetle is used for natural control of the purple loosestrife plant. Higley presented that this is currently considered the safest and more effective way of long-term control of dense and extensive purple loosestrife stands. *Motion by Schaffer, 2nd by Kressin to approve the collection and return, in equal numbers, of the purple loosestrife beetle at Riverview Park as presented for the control of the purple loosestrife plant. Carried all.*

B) Resolution #1039 Authorizing the Issuance of Not to Exceed \$4,800,000 General Obligation Promissory Notes and Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$4,800,000 Note Anticipation Notes in Anticipation Thereof: Brad Viegut of BAIRD Financials presented the Resolution. The NAN will be used to fund the 3rd and Spruce/Silver Lake Road/Maple Street projects with portions of the \$4.8 million being funded by anticipated grants from CDBG, Safe Drinking Water, Clean Water, and Local Road Improvements Program. Burkett inquired about local bank rate offerings, prepayment availability, and time frame to rescind the Resolution if the City could secure lower interest rates. Viegut explained we could rescind the motion by May 2, 2024, and stated that this resolution was for the short term, callable beginning June 2025. *Motion by Burkett, 2nd by Kressin to approve Resolution #1039 authorizing the issuance, not to exceed \$4,800,000, of General Obligation Promissory Notes and authorizing the issuance and establishing parameters for the sale of, not to exceed, \$4,800,000 Note Anticipation Notes in anticipation thereof. Carried on a roll call vote, Ayes: Burkett, Kressin, Schaffer, Marquardt Nays: None*

C) Taxi Business License: Allison's Bar Bus, LLC: *Motion by Schaffer, 2nd by Kressin to approve the taxi business license for Allison's Bar Bus LLC contingent on providing Clerk proof of a qualified driver. Carried, all.*

D) Taxi Drivers License: Michael Gray: *Motion by Schaffer, 2nd by Kressin to approve the taxi drivers license for Michael Gray for Allison's Bar Car and Limo LLC. Carried, all.*

Motion by Schaffer, 2nd by Kressin to approve the taxi drivers license for Michael Gray for Allison's Bar Bus, LLC contingent on driver providing Clerk proof of required CDL endorsement. Carried, all.

Motion by Kressin, 2nd by Schaffer to Adjourn to Closed Session at 5:10PM 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; Police Department Assistant Chief Interviews. Carried on a roll call vote, Ayes: Kressin, Schaffer, Marquardt, Burkett Nays: None

Motion by Burkett, 2nd by Kressin to reconvene in Open Session at 7:34PM according to Wisconsin State Statute 19.85(2) with possible action on closed session agenda items. Carried on a roll call vote, Ayes: Burkett, Kressin, Schaffer, Marquardt. Nays: None

Motion by Schaffer, 2nd by Kressin directing the City Administrator to proceed with offer of employment for the Assistant Police Chief position. Carried on a roll call vote. Ayes: Schaffer, Kressin, Marquardt, Burkett. Nays: None

Motion by Schaffer, 2nd Marquardt to adjourn the meeting at 7:35PM. Carried all.

Becky J Bolte - Clerk

DRAFT

FIREWORKS PERMIT

The undersigned City Mayor of the City of Eagle River, County of Vilas, Wisconsin, hereby authorizes the following named persons or organizations -

Name: Kenneth J. Bedy Kenny's Elite Auto Detail & Tinting
Contact: Kenny Phone: 715-337-2125
Address: 822 W Pine St.

to purchase or possess Fireworks on or after the issue date of this permit:

Date(s) of use: 7/4/2024 or Rain Date 7/5/2024
Address of use: Eagle River Union Airport
1311 Airport Rd.
Purpose: Celebrate our Independence a
community event for the town.

This permit is for the purchase and use of any amount of Fireworks only.

Wisconsin State Law: A copy of this permit must be given to a municipal fire or law enforcement official two days before use.

This permit is issued upon the condition that the City shall not be liable in any civil action for any accident or injury occasioned during the transportation, handling, storage use of said fireworks.

Kenneth J. Bedy Date: 5/2/2024
Signature of permit holder

Signature of City of Eagle River Mayor Date: _____

Routed to: Fire Chief by _____ date 5/2/24
Police Chief by _____ date 5/2/24

**This permit is for the address and dates shown above only.
To use fireworks at any other time or place, you must secure another permit.**

PLEASE SEE ATTACHED GUIDELINES

Fireworks:

Airport Commission granted approval to use airport property outside the fence – conditional on his ability to get adequate insurance coverage. (off Bolte Road – adjacent to stump dump)

Matt Becker of the League WI Municipalities Mutual Insurance recommended the following insurance requirements to have the launch site at the Eagle River Airport:

Provide proof of \$5,000,000 liability insurance with BOTH the City of Eagle River and Eagle River Union Airport named as additional insured.

Waiver of subrogation for both the City of Eagle River and Eagle River Union Airport.

Will Mr. be using a pyrotechnic firm to light off the fireworks? He has taken the pyrotechnic class to become certified – will he be using volunteers?

- Proof of Workers Comp?

Fire Chief Anderson – July 5th rain-date – NO / Any West winds would shut it down

Storage Concerns??

Attorney Garbowicz – Purchasing of the fireworks through the City is not recommended

Fireworks

Write a description for your map.

Legend

- Kenny Proposed
- Untitled Polygon
- Untitled Polygon
- Untitled Polygon

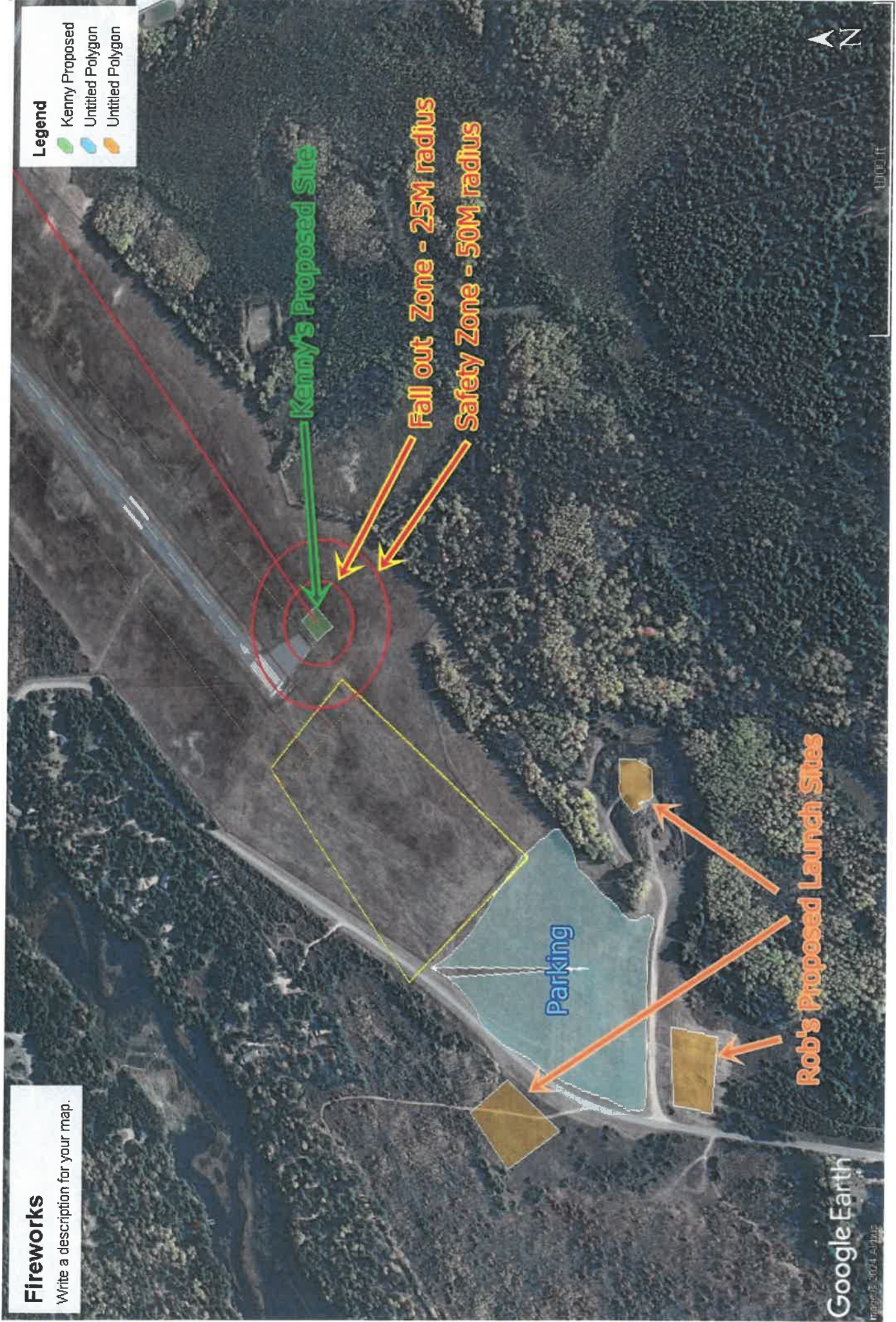
Kenny's Proposed Site

Fall out Zone - 25M radius

Safety Zone - 50M radius

Parking

Rob's Proposed Launch Sites



From: fbo_erairport.com
To: [Michael Anderson](#); [Becky Bolte](#)
Cc: [Christine Dobbs](#); [Mayor Hyslop](#); [Kim Schaffer](#); [Steve Garbowicz](#)
Subject: RE: Fireworks Permit for 4th of July - AIRPORT LOCATION
Date: Friday, May 3, 2024 8:42:04 AM
Attachments: [image001.png](#)

Good Morning all....

The proposed site for the fireworks is off Bolte Road. Kenny proposes to use the area adjacent to the stump dump as the launch site. It is more than a mile from the school and about 4,000 feet from the airport ramp (where there will be about \$10 million + of airplanes parked for the 4th long weekend). The airport commission granted approval to use airport property outside the fence – conditional on his ability to get adequate insurance coverage.

I can be at the City Council meeting to address any questions with respect to use of airport property.

Rob



Robert Horn
Airport Manager
P.O. Box 2320
1311 Airport Road
Eagle River, WI 54521

(715)479-7442 • fbo@erairport.com • www.erairport.com

[Find us on Facebook](#)

From: Michael Anderson <manderson@eagleriverareafire.com>
Sent: Friday, May 3, 2024 8:22 AM
To: Becky Bolte <bbolte@eagleriverwi.gov>
Cc: fbo_erairport.com <fbo@erairport.com>; [Christine Dobbs](mailto:chdobb@vilascountywi.gov) <chdobb@vilascountywi.gov>; Mayor Hyslop <jah4wi@choicetel.net>; Kim Schaffer <kschaffer@title-pros.com>; Steve Garbowicz <sgarbo@oabglaw.com>
Subject: Re: Fireworks Permit for 4th of July - AIRPORT LOCATION

Becky,

There should not be a listed rain date. We told Mr. Body that I would not recommend approval with a rain date of 5 July.

My recommendation would be to deny this request.

Respectfully,
Michael

On May 2, 2024, at 3:47 PM, Becky Bolte <BBolte@eagleriverwi.gov> wrote:

Please see attached fireworks permit. The permit will come before Council at the 5/14/24 meeting.

Fire Chief Anderson has provided the following response:

From: Michael Anderson <manderson@eagleriverareafire.com>
Sent: Thursday, May 2, 2024 8:52 AM
To: Becky Bolte <BBolte@eagleriverwi.gov>
Cc: Rob Hom <fbo@erairport.com>
Subject: Re: 2024 4th of July Fireworks at Airport

Becky,

I am aware of his plan. However, because of its proximity to the school, I don't think it is a great idea. I will impose the same restrictions as in previous years, with the additional restriction of a west wind. This means the fireworks will be canceled if the wind blows from the Northwest, West, or Southwest.

I can attend the May 14th meeting, but I need to be at the Town of Lincoln by 6:30, so the topic will need to be early on the agenda.

Respectfully,
Michael

Kindest Regards,

Becky J Bolte

Becky J Bolte
Clerk - City of Eagle River
525 E. Maple Street, P.O. Box 1269
Eagle River, WI 54521

Becky Bolte

From: fbo erairport.com <fbo@erairport.com>
Sent: Tuesday, May 7, 2024 9:06 AM
To: Becky Bolte
Subject: RE: Fireworks

The FAA doesn't give approval to shut down the airport. We do that. I will issue a NOTAM for the hour long closure.

From: Becky Bolte <Bbolte@eagleriverwi.gov>
Sent: Tuesday, May 7, 2024 8:56 AM
To: fbo erairport.com <fbo@erairport.com>
Subject: Fireworks

Hi Rob,

Garbowicz has asked if the FAA has given approval to shut down the airport for the proposed fireworks.

Kindest Regards,

Becky J Bolte

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
Population 1611



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

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.

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 <u>MUST</u> 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

Amended Application - Added Street Closure
Food Trucks

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 8/2021)

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

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

(PLEASE check ALL that apply)

- Event to be held on City Streets (Street Closing)
Display Goods, Wares or Merchandise on Sidewalks, Streets, or Alleys for Special Events
Amplifying Device
Temporary Signs
** Street Banners (the attached D.O.T. app MUST be filled out)

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

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

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

Today's Date: 4/30/2024 Event Date(s): June 15, 2024

Event Name: Sip -N- Shop Wine Walk

Times of Event: 10am- 6:00 pm

Organization Name: Eagle River Area Chamber of Commerce

Contact Person(s): Kim Emerson Phone #(s): 715-479-6400

Physical AND Mailing Address: 201 N. Railroad St., P.O. Box 1917, Eagle River, WI 54521

Street(s) to be CLOSED: Use of Rotary Square, Wall Street from Railroad St. to First Street, Main St. from the north alley to the south alley,

Barricades / Cones / Picnic Tables (detail how many of each are needed): 8

Event Location / Display: Downtown

Type(s) of Goods to be Displayed: 2 food trucks and DJ

Location of Signs: in front of participating businesses

(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: Kim Emerson Print Name: Kim Emerson - Executive Director

Current Certificate of Insurance on file: Yes No

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

Becky J Bolte - City Clerk

Final approval of this application based on concurrence of Police Chief

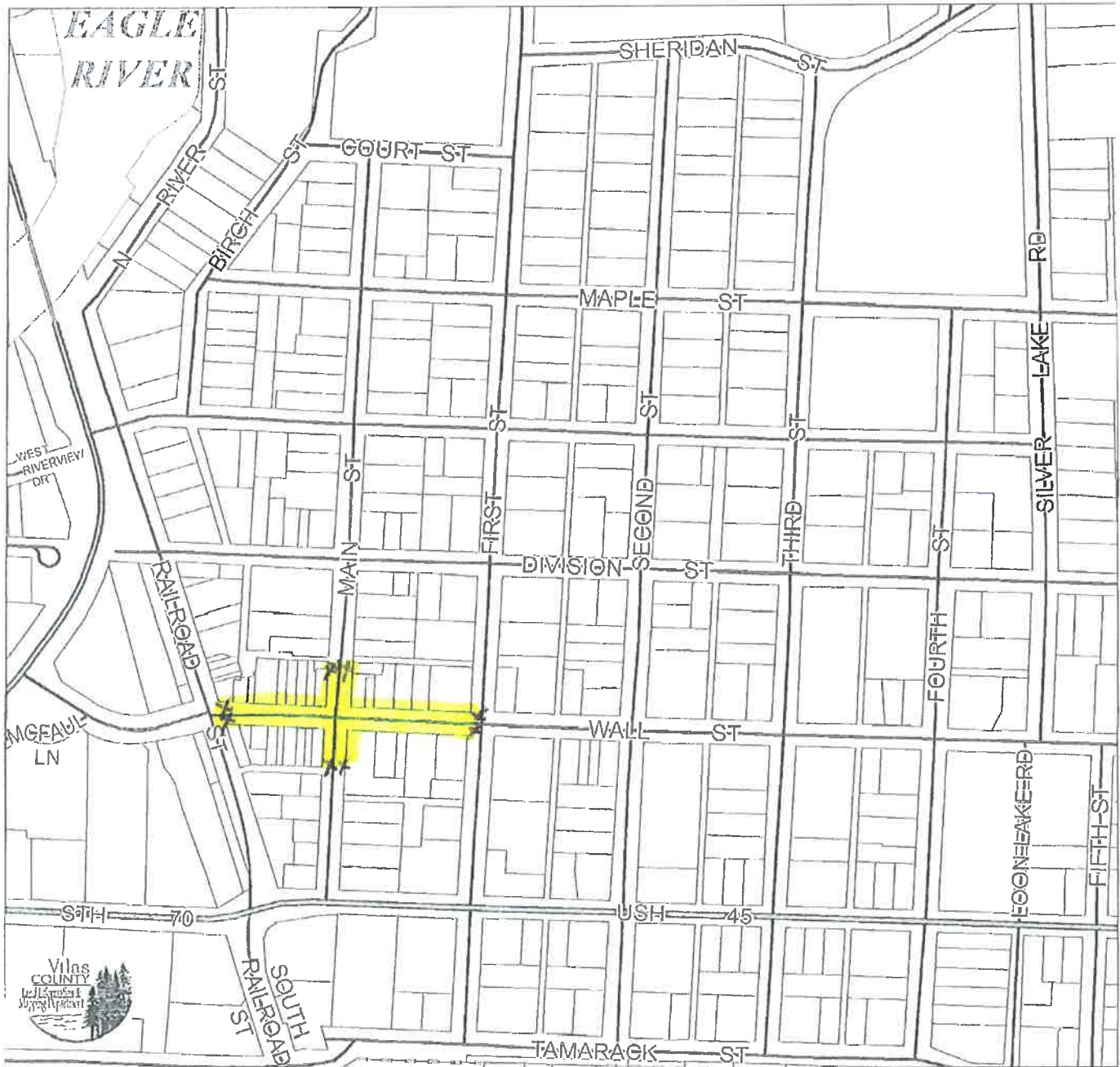
Permit for Street Banners and Portable Signs

A building permit is not required for street banners and/or portable signs advertising public entertainment or non-profit organizational events. However, prior approval must be obtained from the City Council specifying the banner/sign and the specific location. No sign may be erected for a period exceeding ten (10) days prior to the event or three (3) days following the event. Proof of liability insurance must be provided to the city clerk prior to erecting the banner/sign.

City of Eagle River must receive from the Organization or Wisconsin D.O.T. written permission from the Wisconsin Department of Transportation (note: attached application) before banner may be erected.

When applying for a permit for an Amplifying Device

In accordance with City ordinance 12.12 (1), this permit is issued to the below listed organization and/or individual. The below listed organization and/or individual agrees to abide by the restrictions and hours of use as set forth below and has been advised that this permit may be revoked for any violation of these restrictions or at such time deemed necessary for the preservation of public peace & good order.



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)

- Event to be held on City Streets (Street Closing)
- Display Goods, Wares or Merchandise on Sidewalks, Streets, or Alleys for Special Events
- Food Trucks at event – Provide proof of Non-Profit
- Amplifying Device
- Temporary Signs
- ** Street Banners (the attached D.O.T. app **MUST** be filled out)
- 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: May 6th, 2024 Event Date(s): July 7th, 2024
 Event Name: E.R.H.S. Canoe Race
 Times of Event: 8:45 am - 1:15 pm → Crest will last from 9:30 am - 12:30 pm
 Organization Name: Eagle River Historical Society & Hawks Nest
 Contact Person(s): Vito S. Bartolotta / Paul Rabber Phone #(s): 715-844-8770 / 847-361-2376
 Contact Email: erhs.director@gmail.com / ddalbec@hawksnestoutlet.com
 Physical AND Mailing Address: ERHS → 1181 Hwy 45 S. → P.O. Box ~~777~~ 2011
Hawks Nest → 6141 WI-70
 Street(s) to be CLOSED: Eagle River Board Walk?

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

Event Location / Display: Bank of River View Park / Eagle River Board Walk

Type(s) of Goods to be Displayed: Root Beer floats - Ben & Jerry's - Retail (shirts, stickers, etc.)
 Location of Signs: River View Park / Bank of ATW Inauguration mobile bridge
 (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: N/A

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

Signature of Organizer: Vito S. Bartolotta Print Name: Vito S. Bartolotta

\$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

On events list
On agenda

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 checked="" type="checkbox"/> Display Goods, Wares or Merchandise on Sidewalks, Streets, or Alleys for Special Events | <input checked="" 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: 4/9/24 Event Date(s): Tuesday, August 6, 2024

Event Name: National Night Out

Times of Event: 2PM-6PM

Organization Name: Eagle River Light & Water Dept., ER Police Dept, ER Area Fire Dept., EMS, possibly other entities.

Contact Person(s): Mike Sanborn Phone #(s): 715-479-8121

Contact Email: msanborn@erlw.org

Physical **AND** Mailing Address: 525 E. Maple Street, Eagle River, WI 54521
PO Box 1269, Eagle River, WI 54521

Street(s) to be CLOSED: N/A

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

Event Location / Display: Area North of City Hall - parking lot, football field.

Type(s) of Goods to be Displayed: Utility and Emergency Vehicles, Give Away items for kids. Demonstrations.

Location of Signs: May have temporary signs directing to the event. Unsure of placement at this time.

(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: N/A

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

Signature of Organizer:  Print Name: Mike Sanborn

.....
\$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

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 checked="" type="checkbox"/> Temporary Signs |
| <input checked="" 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: March 25th, 2024 Event Date(s): July 21st, 2024

Event Name: Praise in the Pines

Times of Event: 1:00pm to 10:00pm (approximate times. may vary slightly)

Organization Name: Praise in the Pines, INC

Contact Person(s): Mike Bishop Phone #(s): 715-891-5849

Contact Email: mike@praisinthepines.org

Physical **AND** Mailing Address: PO Box 2825; 1703 Silver Lake Rd Eagle River, WI 54521

Street(s) to be CLOSED: N/A

Barricades / Cones / Picnic Tables (detail how many of each are needed): 50 Cones / 8 Barricades / 12000
25 Safety vests / PD

Event Location / Display: Northland Pines High School (in the fieldhouse)

Type(s) of Goods to be Displayed: N/A

Location of Signs: The signs will be temporary. About the size of political signs. Not sure of locations yet
(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: N/A

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

Signature of Organizer: Michael A Bishop

Print Name: Mike Bishop

\$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

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 checked="" 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 <u>MUST</u> 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: 5-7-24 Event Date(s): June 26-27-28

Event Name: Vacation Bible School

Times of Event: 9 am to 12 pm

Organization Name: Abundant Life Church

Contact Person(s): Rob Dixon Phone #(s): 715-891-5525

Contact Email: rob.dixon82@gmail.com

Physical AND Mailing Address: 210 Capick Dr / 1975 Eagle River

Street(s) to be CLOSED: —

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

Event Location / Display: Capick/Wall St

Type(s) of Goods to be Displayed: 3x7 Banner

Location of Signs: Capick/Wall St

(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: Capick/Wall St.

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

Signature of Organizer: Nancy Szymik Print Name: Nancy Szymik

\$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

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)

- Event to be held on City Streets (*Street Closing*)
- Display Goods, Wares or Merchandise on Sidewalks, Streets, or Alleys for Special Events
- Food Trucks at event – Provide proof of Non-Profit

- Amplifying Device
- Temporary Signs
- ** Street Banners (*the attached D.O.T. app **MUST** be filled out*)
- 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: 4/15/2024 Event Date(s): Aug 8, 9, 10, 11
Event Name: Vilas County Fair
Times of Event: 12:00 pm – 11:00 pm
Organization Name: Vilas Co Ag Society
Contact Person(s): Dale Ayers Phone #(s): 715-479-2057
Contact Email: _____
Physical AND Mailing Address: PO Box 1013 Eagle River WI.

Street(s) to be CLOSED: _____

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

Event Location / Display: 511 W. Pine St

Type(s) of Goods to be Displayed: Carnival, and Fair

Location of Signs: Forest St, Park St

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

Location of Street Banners: Hwy 70, Wall St

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

Signature of Organizer: Dale G Ayers Print Name: Dale G Ayers

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

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

**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 16, 2024

VIA EMAIL ONLY

Robin Ginner

Re: **Ohio Street/Tomlanovich**

Dear Robin:

Pursuant to Greg Maines' email to me and your email to me of April 11th, enclosed is the proposed Easement Agreement between Don and the City. Please review and if it meets with your approval, let me know. I have tried to cover the issues that Greg raised in his email and the easement actually covers the entire 18-foot strip so that we don't have to keep coming back for different driveways or utility installations in the future. I am sending a copy of this to Greg Maines as he had requested where we are going from here and I will copy Don.

If you have any questions or the Council has any questions, please advise.

Sincerely,



Steven C. Garbowicz

SCG:alc
Enc.

pc: Greg Maines
Don Tomlanovich

EASEMENT AGREEMENT

Document Number

Title of Document

Record this document with the Register of Deeds

Name and Return Address:

(Parcel Identification Number)

EASEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2024, by and between the City of Eagle River, a Wisconsin Municipality, hereinafter referred to as "City" and Donald Tomlanovich, hereinafter referred to as "Tomlanovich"; and

WHEREAS, Tomlanovich is the owner of a parcel of real estate as evidenced by the map which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, City owns a strip of real estate on the North side of the property owned by Tomlanovich; and

WHEREAS, Tomlanovich has built a home on a portion of the real estate that he owns; and

WHEREAS, Tomlanovich may be constructing further residences on the property that he owns; and

WHEREAS, Tomlanovich needs access to Ohio Street and to reach Ohio Street he needs an easement over this 18-foot strip of real estate owned by City which is not in the right-of-way for Ohio Street;

NOW, THEREFORE, in consideration of the promises contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

1. That City hereby grants to Tomlanovich, his heirs, successors and assigns, an easement over the strip of real estate to permit access to Ohio Street pursuant to a legal description which is attached hereto and made a part hereof as Exhibit B. That Tomlanovich agrees to consult with City at any point that he desires to construct a driveway or to hook up utilities from Ohio Street to the real estate that he owns as described in Exhibit A. That Tomlanovich agrees not to construct a driveway or install utilities without the consent of the appropriate City authorities prior to installation and/or construction of a driveway or utilities.

2. That this Agreement constitutes the entire agreement between the parties and no other modifications or amendments thereto shall survive the negotiations of the parties unless reduced to writing and executed by both parties to this agreement.

Dated the day, month and year first above stated.

CITY OF EAGLE RIVER:

By: Jeffrey Hyslop, Mayor

Donald Tomlanovich

By: Becky J. Bolte, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF VILAS)

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

Notary Public, State of Wisconsin.
My Commission Expires:_____

ACKNOWLEDGMENT

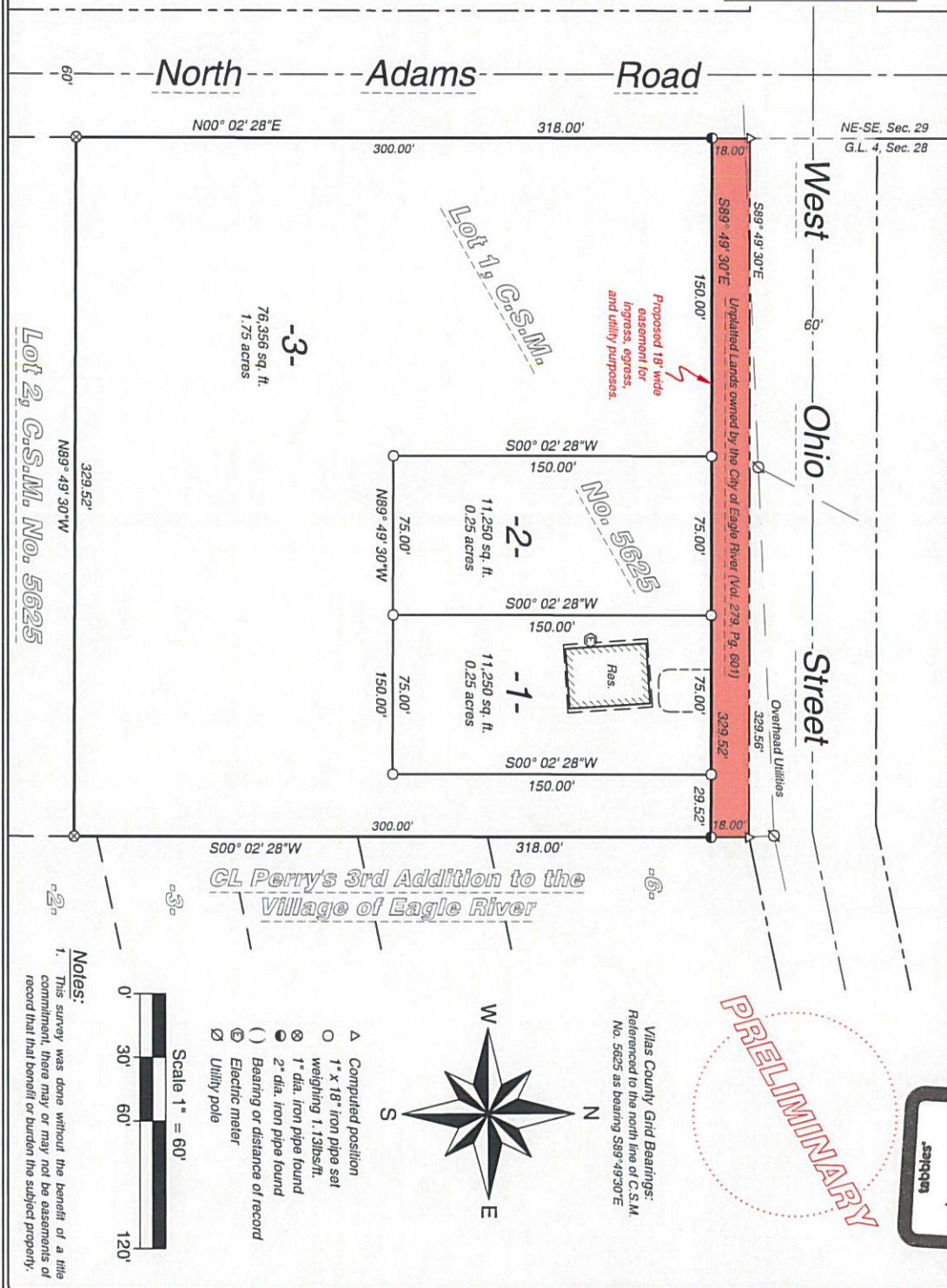
STATE OF WISCONSIN)
)ss.
COUNTY OF VILAS)

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

Notary Public, State of Wisconsin.
My Commission Expires:_____

Drafted By:
Steven C. Garbowicz, Attorney at Law
State I.D. #1018485
221 South First Street; P.O. Box 639
Eagle River, WI 54521
715.479.6444 x 22

Vilas County Certified Survey Map No.



JOB #: 2022080
 DRAWN BY: LWV
 DATE: 04/10/2024
 SHEET 1 OF 1

CLIENT:
 Donald & Joan Tomlanovich

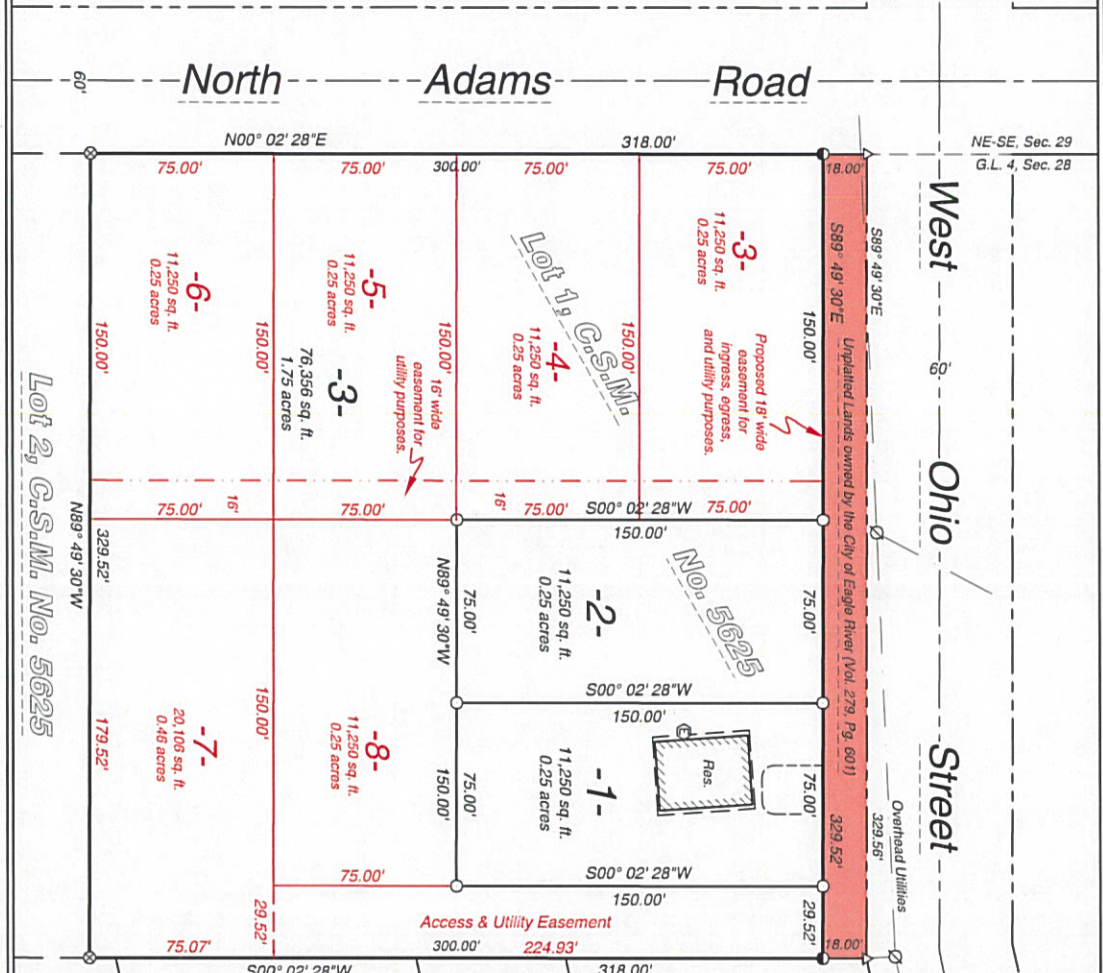
Lot 1, C.S.M. No. 5625
 Being part of Government Lot 4
 Section 28, T 40 N, R 10 E,
 City of Eagle River,
 Vilas County, Wisconsin

MAINES & ASSOCIATES
 Land Surveyors mainesandassociates.com

Arbor Vitae, WI 54568
 Phone 715.356.9485

Eagle River, WI 54521
 Phone 715.479.2570

Vilas County Certified Survey Map No.



PRELIMINARY

CLIENT:
Donald & Joan Tomlanovich

JOB #: 2022080

DRAWN BY: LWV

DATE: 04/10/2024

SHEET 1 OF 1

Lot 1, C.S.M. No. 5625
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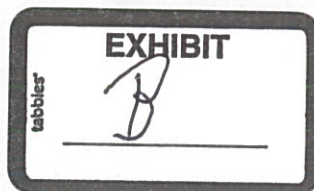
www.mainesandassociates.com

Easement Description

An easement 18.00 feet in width for ingress, egress, and utilities across part of Government Lot 4, Section 28, Township 40 North, Range 10 East, City of Eagle River, Vilas County, Wisconsin, said easement being more particularly described as follows:

BEGINNING at the northwest corner of Lot 1 of Certified Survey Map Number 5625 marked by an iron pipe; thence along the easterly right-of-way line of North Adams Road, N00°02'28"E for a distance of 18.00 feet to the intersection of said easterly right-of-way line of Adams Road and the southerly right-of-way line of West Ohio Street; thence along said southerly right-of-way line of West Ohio Street, S89°49'30"E for a distance of 329.56 feet; thence leaving said southerly right-of-way line, S00°02'28"W for a distance of 18.00 feet to the northeast corner of said Certified Survey Map Number 5625 marked by an iron pipe; thence along the north line of said Certified Survey Map Number 5625, N89°49'30"W for a distance of 329.52 feet to the **PLACE OF BEGINNING**.

Together with and subject to any easements, restrictions, and reservations of record or of use.





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Together with and subject to any easements, restrictions, and reservations of record or of use.

Proposed 2025 Budget Timeline



Jun-24	June 10th - June 14th		Common Council adopt Fund Balance, Debt Limit, Investment Policy, etc.
	June 17th - June 18th		CIP Introduction: Organize all parties involved: DH/Staff, Elected Officials
	June 24th - June 28th		Distribution of CIP worksheets and guidelines to departments
Jul-24	July 1st - July 5th		Preliminary wage/fringe framework completed and provided to directors
	July 8th - July 12th		Common Council adopt CIP Policy if one doesn't exist and provide budget Timeline
	July 15th - July 19th		Distribution of Budget worksheets and guidelines to departments
	July 29th - Aug 2nd		Department Directors submit CIP Project Worksheets
Aug-24	Aug 5th - Aug 9th		City Administrator review of projects with Dept. Directors, Compilation of CIP Comprehensive Plan
	Aug 12th - Aug 16th		Work Session: Budget Opportunity Discussion with Council, 2025 Goals and Planning
	Aug 19th - Aug 23rd		Department Budgets submitted to City Administrator
	Aug 26th - Aug 31st		City Administrator preliminary review and compilation of department budgets
Sep-24	Sept 2nd - Sept 6th		City Administrator preliminary review and compilation of department budgets
	Sept 9th - Sept 13th		Presentation of Comprehensive CIP Plan to Common Council
	Sept 16th - Sept 30th		City Administrator review of department budgets and development of 2025 proposed city budget
Oct-24	Oct 1st - Oct 4th		Meet with Library Administration to go over Library Budget Request
	Oct 7th - Oct 11th		Common Council Adoption of Comprehensive CIP Plan to include in 2025 budget.
	Oct 14th - Oct 18th		Meet with Airport Administration to go over Airport budget requests
	Oct 21st - Oct 25th	*	Possible Special Common Council Meeting to present current budget impacts.
Nov-24	Nov 11th - Nov 15th		Common Council Budget Workshop
	Nov 18th - Nov 22nd	*	Additional Budget Workshop if Needed
	Nov 25th - Nov 29th		Submit notice of public hearing for the 2024 Budget to paper.
Dec-24	Dec 2nd - Dec 6th		City Administrator presentation of the proposed budget to the public
	Dec 9th - Dec 13th		Public Hearing for City of Eagle River Budget and Council adoption of the budget
	Dec 16th - Dec 20th		Information submitted to county and state to finalize taxes.
	Dec 23rd - Dec 31st		Tax bills for 2025 distributed.

Council Meetings (* represents special meeting)

THE CITY OF EAGLE RIVER, WISCONSIN COMMON COUNCIL SUMMARY SHEET

**COUNCIL SECTION:
DISCUSSION/ACTION
ITEM NUMBER: 1**

**TITLE: 2024 City of Eagle River General Fund Quarterly
Financial Report**

**DATE
May 14, 2024
VOTE REQUIRED:
N/A**

PREPARED BY: Adam Ruechel, Baird Budget Consultant

Description:

As part of Baird’s contractual budgetary consulting assistance, it is recommended to provide staff and council members with a quarterly financial report to showcase areas where the city is exceeding, on track, or below revenue or expenditure projections for 2024.

Below is a breakdown of estimated general fund revenues and expenditures as of 3/31/2024:





GENERAL FUND REVENUES			
FUND	2024 Budget	3/31 Y-T-D	% of Budget
Taxes	\$ 1,472,750.00	\$ 146,474.41	9.95%
Special Assessment	\$ 305.00	\$ -	0.00%
Intergovernmental	\$ 418,785.00	\$ 70,319.32	16.79%
Licenses & Permits	\$ 37,270.00	\$ 1,740.68	4.67%
Fines & Forfeitures	\$ 7,300.00	\$ 2,670.33	36.58%
Public Charges	\$ 110,502.00	\$ 1,647.30	1.49%
Intergovernmental Charges	\$ 50,000.00	\$ 12,500.00	25.00%
Miscellaneous	\$ 36,610.00	\$ 63,081.36	172.31%
Other Financing Sources	\$ 105,000.00	\$ 280,790.00	267.42%
GENERAL FUND EXPENDITURES			
FUND ACCOUNT	2024 Budget	3/31 Y-T-D	% of Budget
General Government	\$ 555,477.00	\$ 199,325.92	35.88%
Public Safety	\$ 1,108,562.00	\$ 277,286.51	25.01%
Public Works	\$ 977,216.00	\$ 184,340.04	18.86%
Health and Human Services	\$ 100.00	\$ -	0.00%
Culture, Recreation, and Ed.	\$ 191,158.00	\$ 67,832.90	35.49%
Conservation and Development	\$ 109,720.00	\$ 4,915.93	4.48%
Capital Outlay	\$ 45,000.00	\$ 55,400.00	123.11%

As you can see in the table some fund areas such as Other Financing Sources, Fines/Forfeitures, and Miscellaneous are showing as exceeding the quarterly revenue average. Other areas such as Taxes, Public Charges, and Intergovernmental will showcase artificially low as most of those revenue payments are not finalized till quarter 2 or later. Some accounts have fund transfer which occur throughout the course of the year and therefore will show as being artificially low in percentage.

As you can see in the table most expenditure accounts within the general fund are showing to be in good standing in relation towards the % of budget quarterly average which would be 25%. Some areas such as General Government and Culture, Recreation, and Ed. Are above the 25% margin and it is anticipated as the year progresses the % figure will showcase more in line with the average.

Finally attached to this staff note you will find the 1st Quarter Budget Monitoring Report for the City of Eagle River thru 3/31/2024. This report's goal is to provide the staff and council members with a snapshot of 10 key general fund revenue and expenditure accounts Baird/city staff continue to monitor on a regular basis.

The accounts are categorized with a status update of the following:








-  This sign indicates the city has collected money above revenue projections or are currently forecasted to exceed.
-  This sign indicates the city is on track to either hit budgeted amounts for revenue or expenditures.
-  This sign indicates this account is something Baird/city staff will continue to monitor as currently projections are showing this may be below revenue projections or could be above expenditure projections.
-  This sign indicates this account has been confirmed it will end either below revenue projections or has been confirmed it will end above expenditure projections. This is something Baird/city staff will have to address in the future year budget proposal to determine appropriate next steps.

Please review the following attached document and if you have any questions, please let the City Administrator know and I will work with staff to provide further clarification.










Attachments:

1st Quarter Budget Monitoring Report

1st Quarter Budget Monitoring Report, City of Eagle River, WI thru 3/31/24

Item #	Title	2023 Budget	2024 Budget	2024 YTD	2024% OF BUDGET YTD	STATUS	Comments/Action Plan (if required)
GENERAL FUND REVENUES							
1	General Property Taxes	\$ 1,047,643	\$ 1,055,725	\$ -	0.00%		Anticipate amount will be added to revenue totals during quarter 2.
2	Room Tax	\$ 52,000	\$ 52,000	\$ 2,651	5.10%		Currently projecting lower than budget forecast but anticipate to receive majority of revenue in Q 2 and 3.
3	Premier Area Resort Tax	\$ 150,000	\$ 175,000	\$ 54,857	31.35%		Currently forecasted to meet or exceed budgetary projection.
4	Shared Revenue	\$ 80,485	\$ 154,625	\$ -	0.00%		Anticipate to reach budgetary projection during quarter 3 or 4.
5	General Transportation Aids	\$ 246,000	\$ 246,000	\$ 68,909	28%		Currently forecasted to meet budgetary projection.
6	Liquor Licenses	\$ 11,000	\$ 11,000.00	\$ 201	2%		Anticipate to reach budgetary projection during quarter 2 and 3.
7	Law & Order Violations	\$ 6,800	\$ 6,800.00	\$ 2,670	39.27%		Currently forecasted to meet budgetary projection.
8	Garbage Collection	\$ 106,533	\$ 105,152.00	\$ 293	0.28%		Currently projecting lower than budget forecast but anticipate to receive majority of revenue in Q 2 and 3.
9	Interest Income	\$ 1,000	\$ 2,000.00	\$ 23,687	1184%		Have already exceeded budgetary projection.
10	Other Misc. Revenues	\$ 6,000	\$ 6,000.00	\$ 21,847	364%		Have already exceeded budgetary projection.

1st Quarter Budget Monitoring Report, City of Eagle River, WI thru 3/31/24

Item #	Title	2023 Budget	2024 Budget	2024 YTD	2024% OF BUDGET YTD	STATUS	Comments/Action Plan (if required)
GENERAL FUND EXPENDITURES							
1	Accounting Auditor	\$ 41,500	\$ 44,335.00	\$ 45,316	102.21%		Will look to adjust figure for 2025 budget.
2	General Building Utilities	\$ 14,050	\$ 20,000.00	\$ 3,407	17.04%		Currently forecasted to be below budgeted amount.
3	General Building Maintenance & Exp	\$ 18,500	\$ 23,500.00	\$ 811	3.45%		Currently forecasted to be below budgeted amount.
4	Police Overtime	\$ -	\$ 30,000.00	\$ 5,940	19.80%		Currently forecasted to be below budgeted amount.
5	Police Fuel & Oil	\$ 19,000	\$ 16,000.00	\$ 1,712	10.70%		Currently forecasted to be below budgeted amount.
6	Administration Payroll	\$ 216,762	\$ 217,235.00	\$ 71,110	32.73%		This category considers the payroll costs for the City Administrator, Clerk, Treasurer, Mayor, and Common Council.
7	Public Wks Wages/Salaries	\$ 327,396	\$ 309,530.00	\$ 86,826	28.05%		Currently on track to be around budgetary projection.
8	Street Fuel & Oil	\$ 40,000	\$ 45,000.00	\$ 2,772	6.16%		Currently forecasted to be below budgeted amount.
9	Room Tax Expense	\$ -	\$ 46,800.00	\$ -	0.00%		Anticipate making payment in future quarter.
10	Street - Local Outlay	\$ -	\$ -	\$ 55,400			Non budgeted item but will continue to monitor costs to determine if amount needs to be incorporated into 2025 operating budget.

City of Eagle River

CLIENT LIAISON:

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



DATE:

May 14, 2024

2024 STREET IMPROVEMENT PROGRAM (P00088135)

The City of Eagle River has a long-standing history of annual street projects to keep the streets of Eagle River in the best possible condition. This project is a continuation of the annual tradition of street pavement replacement projects. Our current cost estimate is \$246,873. To facilitate the project MSA has provided a contract to provide a bidding platform and construction services to kick the project off.

The project includes:

1. Mill and pave the following streets:
 - a. Birch Street (Spruce St. to Maple St.) ~410-feet
 - b. Maple Street (Birch St to Main St.) ~360-feet
2. Mill and pave with partial replacement of Curb & Gutter & Sidewalk
 - a. Maple Street (Third St. to Silver Lake Rd.) ~565-feet

The following is a schedule of events proposed by MSA for the bidding and construction of the project:

- | | |
|--|----------------|
| 1. City Awards project to MSA | May 2024 |
| 2. Advertise for Bid | June 2024 |
| 3. Bid Opening | June 2024 |
| 4. Construction Begins | Summer 2024 |
| 5. Construction Substantial Completion | September 2024 |
| 6. Construction Final Completion | September 2024 |

SILVER LAKE ROAD (P00088117)

The City of Eagle River was awarded a \$320,971.32 MSID grant from WISDOT for the reconstruction of Silver Lake Road from the intersection of Sheridan Street and Silver Lake Road to the city limits near the swimming beach. Our current estimate for the project is \$641,942.65. The project is planned to include replacement of the pavement and provisions for a sidewalk on the south side of the project. To facilitate the project MSA has provided a design and construction services contract to kick the project off.

The following is a schedule of events proposed by MSA for the design and construction of the project:

- | | |
|----------------------------------|---------------|
| City Awards project to MSA | May 2024 |
| 30% Review Plan Review with City | December 2024 |
| 90% Review Plan Review with City | February 2025 |
| Final Plans Complete | February 2025 |

Advertise for Bid	March 2025
Bid Opening	March 2025
Construction Begins	Summer 2025
Construction Substantial Completion	September 2025
Construction Final Completion	September 2025

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

Plan production 95% complete.
Specifications 95% 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 to the City.
 - A task was opened in April to develop cost estimates for McKinley Blvd for a funding opportunity with Senator Tammy Baldwin.

GIS UPDATE (R00088098)

The city met with MSA to discuss moving their GIS to ESRI's new software platform called Experience Builder. The current version called Web AppBuilder will be retiring this year. The city plans to move

forward with the upgrade to Experience Builder in 2025. The current GIS apps will continue to work until the upgrade is complete.

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.



MSA Project Number: 88135

This AGREEMENT (Agreement) is made effective 5/14/2024 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1835 North Stevens Street, Rhinelander, WI 54501

Phone: (715) 362-3244

Representative: Phil Kriesel

Email: pkriesel@msa-ps.com

CITY OF EAGLE RIVER (OWNER)

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

Phone: 715-479-8682

Representative: Jeffrey Hyslop

Email: jah4wi@choicetel.net

Project Name: City of Eagle River 2024 Street Improvement Project

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

The schedule to perform the work is: Approximate Start Date: 5/15/2024
Approximate Completion Date: 12/30/2025

The lump sum fee for the work is: \$12,224

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

The estimated fee for the work is: \$11,206

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

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

CITY OF EAGLE RIVER

MSA PROFESSIONAL SERVICES, INC.

Jeffrey Hyslop

Mayor

Date: _____

Phil Kriesel

Team Leader

Date: 5/14/2024

OWNER ATTEST:

Becky Bolte
Clerk/Deputy Treasurer
Date: _____

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

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

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

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

(b) Designated Owner Representative

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

(c) Tests, Inspections, and Reports

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

(d) Additional Consultants

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

(e) OWNER Provided Services and Information

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

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

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

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

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

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

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

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

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

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

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

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

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

13. Building Information Modelling (BIM). For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. PROJECT DESCRIPTION

Provide limited scope of specifications and mapping to facilitate bidding street improvement project for the City of Eagle River.

1. Mill and pave the following streets:
 - a. Birch Street (Spruce St. to Maple St.) ~410-feet
 - b. Maple Street (Birch St to Main St.) ~360-feet
 2. Mill and pave with partial replacement of Curb & Gutter & Sidewalk
 - a. Maple Street (Third St.to Silver Lake rd.) ~565-feet
- See attached cost estimates for each segment of this project.

II. SCHEDULE – DESIGN AND CONSTRUCTION

The following is a schedule of events proposed by MSA for the design of all projects listed above:

City Awards project to MSA	May 2024
Bid Project	June 2024
Construction Begins	July 2024
Construction Ends	October 2024

III. ENGINEERING SERVICES

A. DESIGN Lump Sum

Engineering tasks to the total project are listed below:

DESIGN SERVICES:

- Plan sheets are not included. Maps of project locations will be provided.
- Complete utility coordination for project locations.
- Provide cost estimates for the above projects.
- Complete project specifications for projects as listed above.
- Provide bidding services including answering questions during the bid period, review bids, and make a recommendation of award to the lowest responsive bidder for the project. The bids will be received and accepted through QuestCDN.com via the online electronic bid service.

B. CONSTRUCTION SERVICES Estimate Hourly

The following tasks listed below are a summary of construction services for the projects listed above.

- Provide part time observation of the project by the Project Engineer.
- Review submittals as provided by the Owner.
- Provide part time construction observation of the project by a Resident Project Representative for the duration of the project. Construction is estimated at 15 working days or 80 hours of onsite observation.
- Observe the work and inform the Owner as to compliance with plans and specifications.
- Provide interpretations of the specifications and assist the Owner in interaction with the Contractor.
- Review and make recommendations for pay requests and contract change order requests from the Contractor.
- Develop record drawings from information provided by the Contractor.
- Complete project close out, substantial and final completion forms and complete an onsite meeting with the Owner.

The estimate above assumes the following:

- All services associated with additional Right-of-Way or easements, or property will be additional services.
- Per review of the WDNR Wetland Inventory Maps, wetland impacts are not anticipated. Wetland delineations, permits or mitigation services are not included in this scope of services. If these services are required, they will be additional services.
- The project disturbance is less than one acre. Milling and paving is considered routine maintenance and is exempt NR151.11(3)(e). A WDNR Stormwater NOI is not anticipated or included in the scope of work.
- MSA will coordinate soil borings for the project, if requested. The cost of soil borings will be the responsibility of the Owner.
- The Cost of all permit fees and advertising will be the responsibility of the Owner (City).
- Architectural History or Archaeological Surveys are not anticipated and are not included in this scope. The surveys, if required, will be extra.

**ATTACHMENT B:
RATE SCHEDULE**

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

REIMBURSABLE EXPENSES

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

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

CITY OF EAGLE RIVER - 2024 CIP PROJECT ESTIMATE - November 9, 2023

Birch Street RECONSTRUCTION (Spruce St. to Maple St) 410 Lineal Feet Urban Section

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1	Mobilization, Bonds, & Insurance	1	L.S.	\$ 4,000.00	\$ 4,000.00
2	Traffic Control	1	L.S.	\$ 2,500.00	\$ 2,500.00
3	Mill Roadway and concrete gutter 1.5-inches	2170	S.Y.	\$ 6.00	\$ 13,020.00
4	Furnish & Install 1.5" Thick Asphaltic Pavement	2170	S.Y.	\$ 14.00	\$ 30,380.00
Birch Street TOTAL Items #1-#4					\$ 49,900.00
Construction Contingency					\$ 4,990.00
Engineering					\$ 10,978.00
Total Project					\$ 65,868.00

Assumptions

36' pavement

Mill 1.5" of pavement

Mill 1.5" of concrete gutter

New gutters would remain

Includes Spruce and Maple Intersections

Maple Street RECONSTRUCTION (Birch St. to Main St) 360 Lineal Feet Urban Section

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1	Mobilization, Bonds, & Insurance	1	L.S.	\$ 4,000.00	\$ 4,000.00
2	Traffic Control	1	L.S.	\$ 2,500.00	\$ 2,500.00
3	Mill Roadway and concrete gutter 1.5-inches	1550	S.Y.	\$ 6.00	\$ 9,300.00
4	Furnish & Install 1.5" Thick Asphaltic Pavement	1550	S.Y.	\$ 14.00	\$ 21,700.00
Maple Street Section 1 TOTAL Items #1-#4					\$ 37,500.00
Construction Contingency					\$ 3,750.00
Engineering					\$ 8,250.00
Total Project					\$ 49,500.00

Assumptions

36' pavement

Mill 1.5" of pavement

Mill 1.5" of concrete gutter

New gutters would remain

No intersections included

Maple Street RECONSTRUCTION (Third St. to Silver Lake Rd) 565 Lineal Feet Urban Section

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1	Mobilization, Bonds, & Insurance	1	L.S.	\$ 8,000.00	\$ 8,000.00
2	Erosion and Sedimentation Control	1	L.S.	\$ 2,500.00	\$ 2,500.00
3	Turf Restoration	1	L.S.	\$ 3,000.00	\$ 3,000.00
4	Traffic Control	1	L.S.	\$ 2,500.00	\$ 2,500.00
5	Mill Pavement 1.5-inches	2200	S.Y.	\$ 6.00	\$ 13,200.00
6	Furnish & Install 30" Concrete Curb & Gutter, Type D	550	L.F.	\$ 24.00	\$ 13,200.00
7	Furnish & Install 4-inch Thick Concrete Sidewalk	3300	S.F.	\$ 7.25	\$ 23,925.00
8	Furnish & Install Detectable Warning Fields	20	S.F.	\$ 65.00	\$ 1,300.00
9	Furnish & Install 1.5" Thick Asphaltic Pavement	2200	S.Y.	\$ 14.00	\$ 30,800.00
10	Sawcut Asphalt Pavement	100	L.F.	\$ 6.00	\$ 600.00
11	Sawcut Concrete Pavement	100	L.F.	\$ 6.00	\$ 600.00
Maple Street Section 2 TOTAL Items #1-#11					\$ 99,625.00
Construction Contingency					\$ 9,962.50
Engineering					\$ 21,917.50
Total Project					\$ 131,505.00

Assumptions

36' pavement

Mill 1.5" of pavement

Replace curb and gutter north side only

No intersections included

Replace sidewalk 6' wide north side only



Professional Services Agreement

MSA Project Number: 88117

This AGREEMENT (Agreement) is made effective 5/14/2024 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1835 North Stevens Street, Rhinelander, WI 54501

Phone: (715) 362-3244

Representative: Phil Kriesel

Email: pkriesel@msa-ps.com

CITY OF EAGLE RIVER (OWNER)

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

Phone: 715-479-8682

Representative: Jeffrey Hyslop

Email: jah4wi@choicetel.net

Project Name: Silver Lake Road Reconstruction

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

The schedule to perform the work is: Approximate Start Date: 5/15/2024
Approximate Completion Date: 12/30/2025

The lump sum fee for the work is: \$75,818

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

The estimated fee for the work is: \$39,647

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

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

CITY OF EAGLE RIVER

MSA PROFESSIONAL SERVICES, INC.

Jeffrey Hyslop

Mayor

Date: _____

Phil Kriesel

Team Leader

Date: 5/14/2024

OWNER ATTEST:

Becky Bolte
Clerk/Deputy Treasurer
Date: _____

Charles D. Schwartz, PE
Charles D. Schwartz P.E.
Operations Leader
Date: 5/14/2024

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

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

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

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

(b) Designated Owner Representative

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

(c) Tests, Inspections, and Reports

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

(d) Additional Consultants

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

(e) OWNER Provided Services and Information

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

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

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

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

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

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

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

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

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

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

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

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

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

13. Building Information Modelling (BIM). For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. PROJECT DESCRIPTION

A. Silver Lake Road

Project limits include the following:

- Silver Lake Road from the Intersection of E Sheridan Street to the pavement joint and city limits east of the city beach parking lot approximately 1585-feet.

The project length of Silver Lake Road will be reconstructed from the existing 33-foot wide asphaltic street to two 13-foot lanes with curb and gutter on the south side and a 5-foot wide sidewalk to provide pedestrian access to the city beach.

Preliminary Project Cost Estimate = \$694,560

The estimates are based on projections for 2024 prices and include engineering and a 10% contingency for construction.

Specifically, the project will:

- Install approximately 30-lf of 12-inch reinforced concrete pipe (RCP) storm sewer along with 4 type 3 inlets with sumps to direct runoff water.
- Reconstruct the roadway with two 13-foot wide driving lanes 1585-feet.
- Install 24-inch concrete curb and gutter on the south side only.
- Install 5-foot wide concrete sidewalk along the south side of the street.
- Paint epoxy centerline along the project length.

This project will be funded using a \$320,971.32 MSID Grant from WISDOT. The remainder of funds will come from the City of Eagle River general and various enterprise funds.

II. SCHEDULE – DESIGN AND CONSTRUCTION

The following is a schedule of events proposed by MSA for the design of the project.

City Awards project to MSA	May 2024
30% Review Plan Review with City	December 2024
90% Review Plan Review with City	February 2025
Final Plans Complete	February 2025
Advertise for Bid	March 2025

Bid Opening
Construction Begins
Construction Substantial Completion
Construction Final Completion

March 2025
Summer 2025
September 2025
September 2025

III. **ENGINEERING SERVICES**

A. DESIGN SERVICES

Engineering Fees are based on completing plans and specifications for the total project. The following tasks listed below are intended to highlight design services for this project in the City of Eagle River.

- Collect topography. Provide level loop and benchmarks for street design.
- Coordinate soil borings as required for Design.
- Complete utility coordination as required.
- Design 1585 feet of roadway for Silver Lake Road.
- Design drainage for proposed roadway.
- Develop plans and specifications for Silver Lake Road.
- Prepare a report for the DNR storm water NOI.
- Design sidewalk on south side of Silver Lake Road from E. Sheridan Street to the City Beach.
- Provide Bidding services including answering questions during the bid period, attend the bid opening, review bids, and make a recommendation of award to the lowest responsive bidder for the project.

B. CONSTRUCTION SERVICES

The following tasks listed below are a summary of construction services for the reconstruction of Pleasure Island Road.

- Provide construction staking for centerline, and sub grade elevation.
- Provide part time observation of the project by the Project Engineer.
- Provide full time construction observation of the project by a Resident Project Representative for the duration of the project. An RPR is budgeted to be available 250 hours over the life of the project.
- Observe the work and inform the Owner as to compliance with plans and specifications.
- Provide interpretations of the plans and specifications and assist the Owner in interaction with the Contractor.
- Review and make recommendations for pay requests and contract change order requests from the Contractor.
- Develop record drawings from information provided by the Contractor.
- Complete project close out, substantial and final completion forms.

C. ASSUMPTIONS

- The horizontal alignment will not change. Minor changes to the vertical profile are anticipated to correct drainage.
- Silver Lake Road will remain open to local traffic and closed to through vehicle traffic during construction.
- Acquisition or coordination of acquiring additional Right-of-Way is not anticipated and is not included in this scope. R/W services, if requested, will be extra.
- Architectural History or Archaeological Surveys are not anticipated and are not included in this scope. The surveys, if required, will be extra.
- MSA will coordinate soil borings for the project. The cost of soil borings will be the responsibility of the Owner (City).
- The Cost of all permit fees and advertising will be the responsibility of the Owner (City).

**ATTACHMENT B:
RATE SCHEDULE**

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

REIMBURSABLE EXPENSES

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

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

Robin Ginner

From: warner russell <warnerrussell@att.net>
Sent: Wednesday, April 17, 2024 3:45 PM
To: Robin Ginner; Jed Lechleitner; Karen Margelofsky; Kevin McGuire; Jeremy Oberlander
Subject: Proposed Sidewalks and Railing
Attachments: 2024-04-17 Railings Rev 01.pdf

Hi all attached is a rendition of the back of the pavilion on the square by Kevin McGuire.

This drawing is to be presented at the planning commission on May 2 for possibly adding sidewalks to the back of the property for easy access from the rear of the building and separate the gravel from the turf.

Note with stairs on the West side of building are needed to make up the 14" elevation and small ramp away from the building to the East side to make up the 6" elevation connecting first street sidewalk.

Also you can see the added railing for safety that we are working on with AWI, Advanced Welding Institute for cost of materials.

Warner C Russell Owner

Junior Firefighter Promotions L.L.C.

Firefighter Owned & Operated Since 2011

Office 847-508-2914 9am - 4pm Mon - Fri.

Info@thefiresafetysimulator.com

<http://www.thefiresafetysimulator.com>

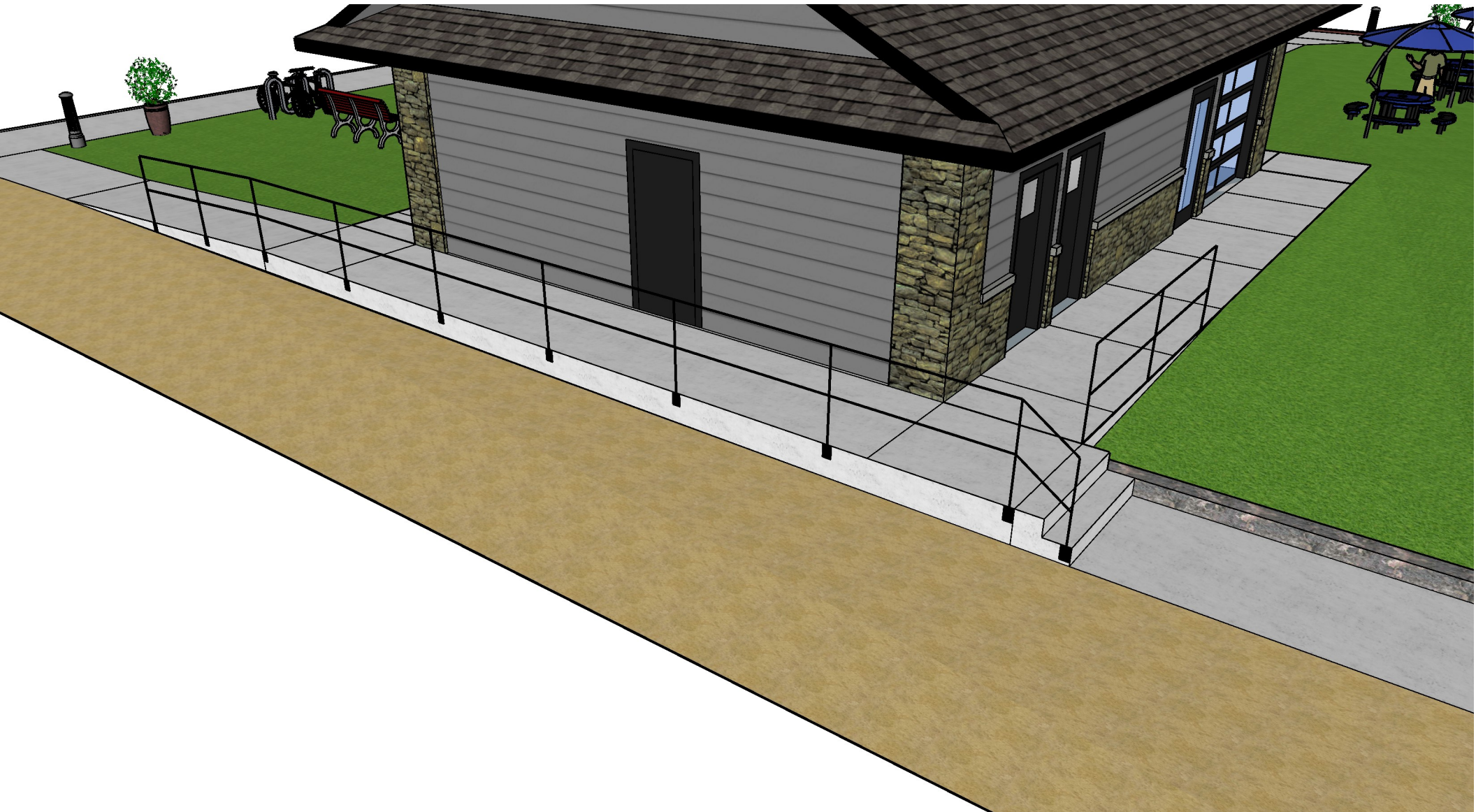
Info@juniorfirefighterpromotions.com

<http://www.juniorfirefighterpromotions.com>

The Fire Safety Simulator
US Patent # 10,522,051

YouTube site JFP3441

Facebook.com/JuniorFirefighterPromotionsLLC



City of Eagle River Zoning Permit Application

Site Address 115 South Third Street

Permit # _____

Building Remodeling Signs Conditional Use Re-Zoning
Demolition Excavation Moving (Deposit Required) Other _____

The undersigned hereby applies for a permit to do the work herein described and located on the application. The undersigned agrees that all work will be done in accordance with the Municipal Code of the City of Eagle River and with the statutes of the State of Wisconsin Administrative Code applicable to the said premise.

Applicant Name Thad and Lauren Beversdorf

Phone #'s 312-953-1405 / 773-983-3579

Mailing Address 3160 Germond Rd, Rhinelander, WI 54501

thadbeversdorf20@gmail.com

Intended Purpose of Application Conditional Use

Size of Structure 9200 sqft

Contractor Name Thad Beversdorf

Phone #'s 312-953-1405

It is understood no structure or improvement may be constructed on City owned property, utility easements or highway right of ways without specific written permission from the City Council or designated representative. When establishing the site for construction, grade will be as established by City Council's designated representative. JB (Initial)

Expiration of Permit: If no Zoning Compliance certificate is issued within two years of the date of the issuance of the building permit, such building permit shall lapse. The holder of the permit must apply for an extension to the Administrator who may grant an extension. If no compliance certificate is issued within twenty-four months of the date of the issuing of the building permit, such building permit shall lapse. The holder of the building permit may apply for a re-issue of the building permit to the Administrator. It is understood the total building permit fee will be assessed at this time. By the granting of this permit the undersigned agrees to allow Administrator unfettered and unlimited access to the subject property for inspections to determine compliance to the City of Eagle River Code of Ordinances and applicable laws.

Diggers Hotline MUST be contacted prior to the start of the excavation 1-800-242-8511.

JB (Initial)

Signature of Applicant or Agent: [Signature]

Date 3/27/24

This permit is a zoning permit only. The improvement may require a building permit. For single family and two family residential properties you need to contact Baas Inspection Agency LLC at 715 891 0323 to determine if you need a building permit and inspection. For Commercial Property and Multi Family (4 or more units) you need to contact the State Building Inspector for District 7.

Permit Fee \$200

Project Cost \$300,000

Zoning District OR

Minimum Setbacks

Front 20' Corner Side 15' Each Side 7' Rear 10' Max Height 30'

Site Plan Required attached

Approved [Signature]

Remarks _____

Signed _____

Date _____

Zoning Administrator

For Office Use Only:

Permit distribution: Clerk (w/check) Light & Water Fire Dept. (commercial only) File

Payment: \$ _____ Cash Check # _____ Date: _____ Admin: _____ Date: _____

Application for a Hearing before the City of Eagle River Plan Commission

Date Filed 3/27/24 Fee Paid _____ Petition # 2024-02

Applicant MUST provide the following information:

Name Thad & Lauren Beversdorf Phone 312-953-1405

Mailing Address 3160 Germond Rd., Rhinelander, WI 54501

Interest in the Property 100%

Name of Property Owner Thad & Lauren Beversdorf

Mailing Address 3160 Germond Rd., Rhinelander, WI 54501

The above signed applicant does petition the City Council as follows:

Amend the Zoning Classification or Boundaries of a District

Change may only be initiated by the City Council, Plan Commission or a petition by one or more of the owners or lessees of the property proposed to be changed.

Present Zoning Classification _____

Requested Zoning Classification _____

Applicant must provide the following information

- Legal description and address of the property in question.
- A sketch drawn to a scale of not less than 100 feet to the inch, showing area to be changed, its location, the location of the existing boundaries and the uses within 300 feet of the property proposed to be changed.
- Property owners names, mailing address of all property within 300 feet of the property in question.
- Present use of the property in question.
- Proposed use of the property in question.

Zoning Ordinance Amendment

Change initiated, must be initiated by Zoning Administrator.

Requested Amendment to section: _____

Conditional Use Permit

Zoning Classification of Property _____ Office/Residence _____

List the requested conditional use, _____ Multifamily dwellings (3 or more) and mixed use. _____

We are looking to convert the upper level to 4 - 6 one and/or two bedroom flats from its current use as office space. The lower level will be used for light commercial businesses. Parking will be available in the asphalt lot directly behind the building, which is also being purchased. There is additional street parking on S Third St. in the front of the building.

Applicant must provide the following information:


- A legal description and address of the property where the use will take place.
- The names and mailing addresses of the abutting property owners.
- Present uses of the abutting properties.
- A site plan of the property showing distances of structures to property lines, parking areas, landscaping, lighting, traffic line of sight visibilities and any other information which will assist the Plan Commission to make a decision.

Additional information may be requested by the Eagle River Plan Commission or the Eagle River City Council to evaluate your application. The lack of information may in itself be sufficient cause to deny a petition. Failure to provide the above required information may result in additional public hearings, which additional costs will be borne by the applicant.

The completed application must be submitted to the City Clerk's office no less than 30 days before the date of the Plan Commission meeting, 525 E. Maple Street, PO Box 1269, Eagle River, WI 54521.

Applicant or Owner of the property or Agent shall appear before the Plan Commission.

Dated this 3/27/24 day of _____, 20____.

Respectfully submitted by _____


Addendum – Additional Information

Address: 115 S. Third Street

Legal Description:

LOT 2-10, Block 1 of the Original Plat of the Village of Eagle River; being part of the NW1/4 of the NE1/4, Section 33, T 40 N, R10 E, City of Eagle River, Vilas County, Wisconsin

Abutting Property Owners:

1. DESIGN BUILD BY VISNER INC
PO BOX 803
EAGLE RIVER, WI 54521
Parcel ID: 221-660-03
Use: OFFICE

2. DEBORAH M JENSEN
502 E DIVISION ST
EAGLE RIVER, WI 54521
Parcel ID: 221-660-01
Use: RESIDENCE

Vilas County Certified Survey Map No. 5150

5150

P.K. Nail Found



S87° 58' 46"E
796.56'

Vilas county grid bearings
referred to the north line of
Block 1 bearing S88°02'37"E

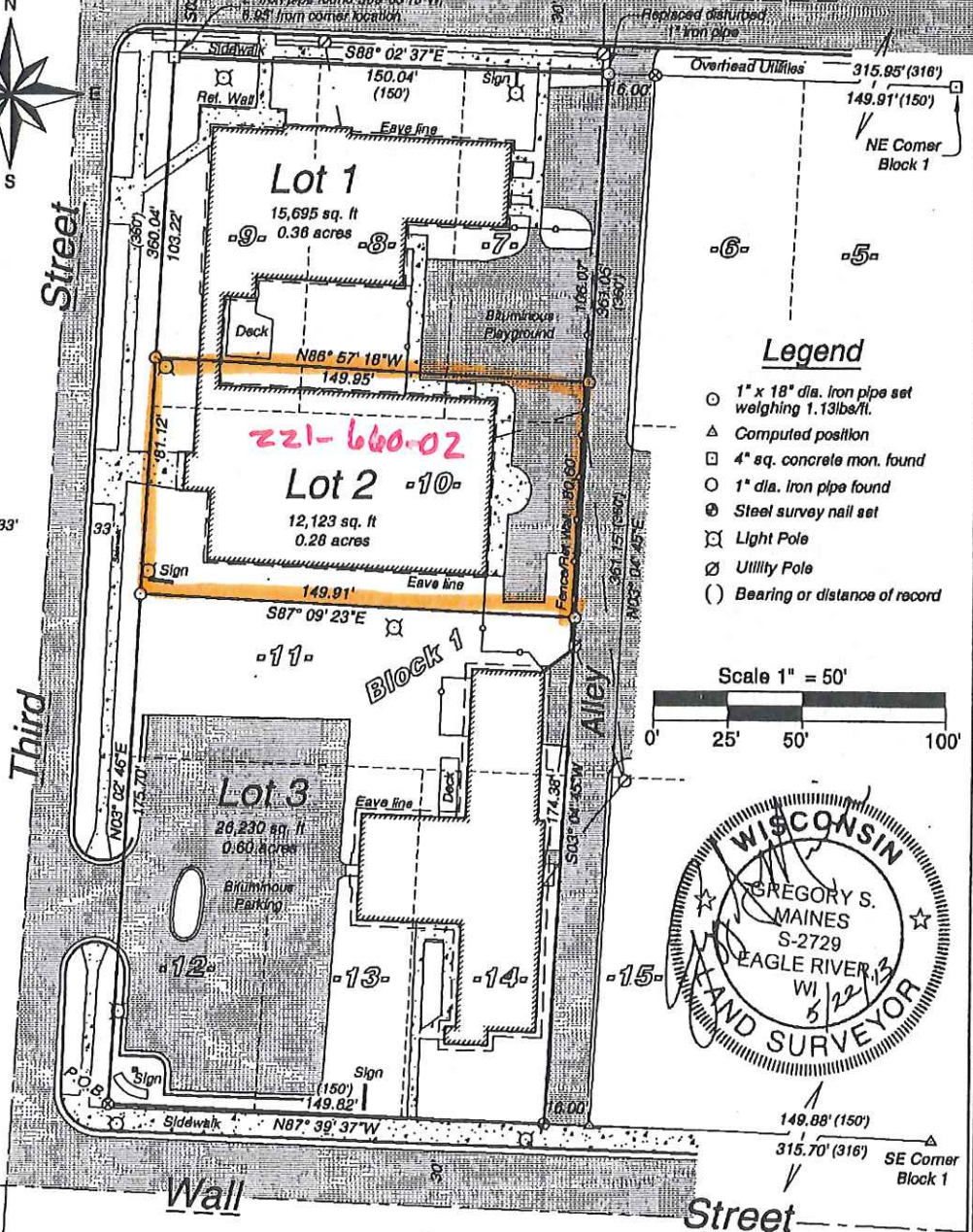
RR Spike Found



2743.58'
1947.03'



Division Street



Legend

- 1" x 18" dia. iron pipe set weighing 1.13lbs/ft.
- △ Computed position
- 4" sq. concrete mon. found
- 1" dia. iron pipe found
- ⊕ Steel survey nail set
- ⊠ Light Pole
- ⊕ Utility Pole
- () Bearing or distance of record

Scale 1" = 50'



149.88' (150')
315.70' (316') SE Corner Block 1

SHEET 1 OF 2
DATE: 05/22/2013
DRAWN BY: JWD
JOB #: 2013011

CLIENT:
Design/Build
by Visner Inc.

Lots 7-14, Block 1 of the
Original Plat of the
Village of Eagle River,
being a part of the NW 1/4 of the NE 1/4,
Section 33, T 40 N, R 10 E,
City of Eagle River,
Vilas County, Wisconsin

MAINES & ASSOCIATES 30th Pd.
Land Surveyors — mainesandassociates.com

5230 Highway 70 West
Eagle River, WI 54521
Phone 715.479.2570
Fax 715.479.7274

No. 5150 VOL 18CS PAGE 131

Surveyors Certificate

I, Gregory S. Maines, Registered Land Surveyor No. S-2729, hereby certify that by the direction of Design/Build by Visner Incorporated, owner of said land; I have surveyed, divided and mapped Lots 1, 2 and 3 which are represented by this Certified Survey Map; that the exterior boundary of the parcel surveyed and mapped is described as follows:

Lots 7-14, Block 1 of the Original Plat of the Village of Eagle River, being a part of the Northwest one-quarter of the Northeast one-quarter of Section 33, Township 40 North, Range 10 East, City of Eagle River, Vilas County, Wisconsin, more particularly described as follows:

Commencing at the North One-Quarter corner of said Section 33, marked by a P.K. nail; thence along the section line S87°58'46"E for a distance of 796.56 feet to a point; thence S03°02'48"W for a distance of 80.47 feet to a concrete monument at the northwest corner of said Block 1, the PLACE OF BEGINNING; thence along the north line of said Block 1, S88°02'37"E for a distance of 150.04 feet to an iron pipe on the west right-of-way line of an Alley; thence along said west right-of-way line, S03°04'45"W for a distance of 361.05 feet to a steel survey nail on the south line of said Block 1; thence along said south line, N67°39'37"W for a distance of 148.82 feet to the southwest corner of said Block 1 marked by an iron pipe; thence along west line of said Block 1, N03°02'46"E for a distance of 360.04 feet to the PLACE OF BEGINNING, containing 54,048 square feet or 1.24 acres of land more or less.

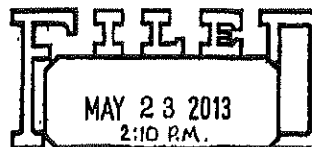
Subject to any easements, restrictions and reservations of record or of use.

That this Certified Survey Map is a correct representation of the exterior boundary surveyed; that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statute in surveying and mapping the same.

Certified At Eagle River, Wisconsin
This 22nd day of May, 2013
MAINES & ASSOCIATES



Gregory S. Maines, RLS-2729



JOAN HANSEN
REGISTER OF DEEDS
VILAS COUNTY, WIS.

②

No. 5150 VOL 18CS PAGE 132

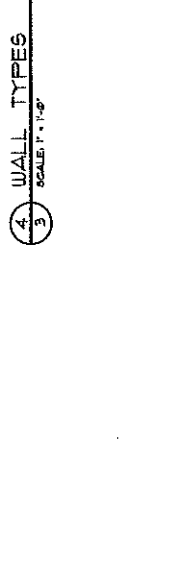
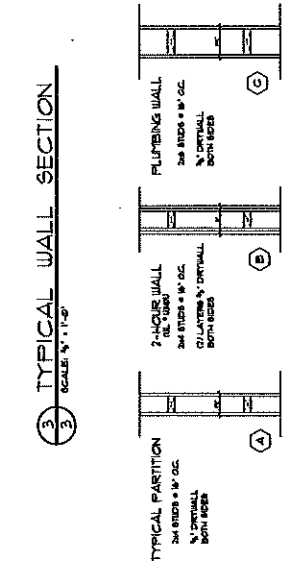
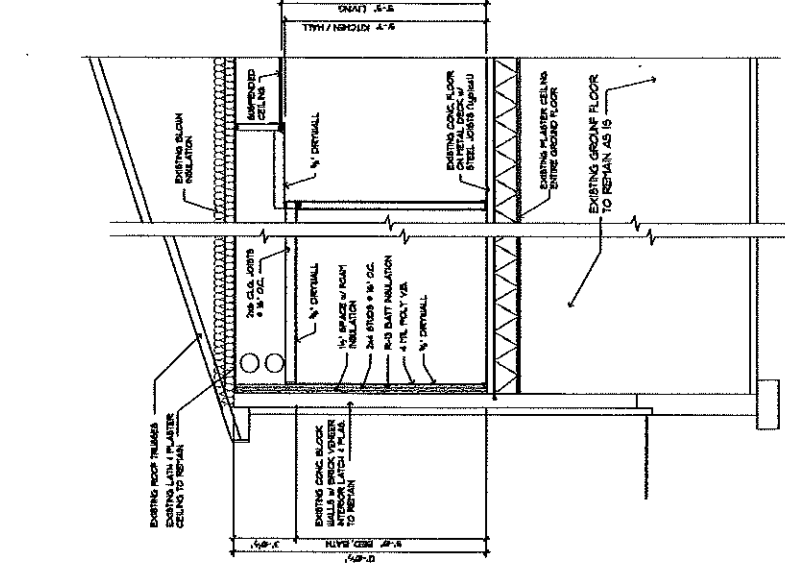
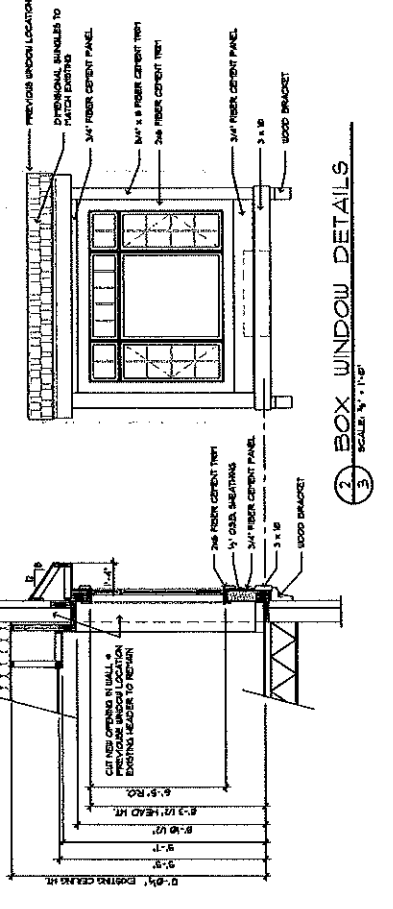
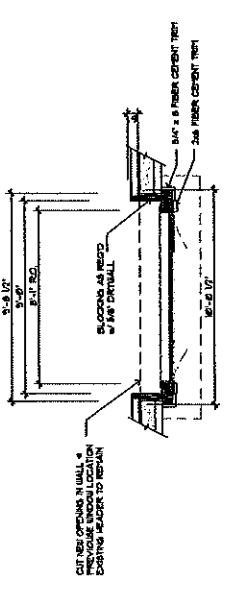
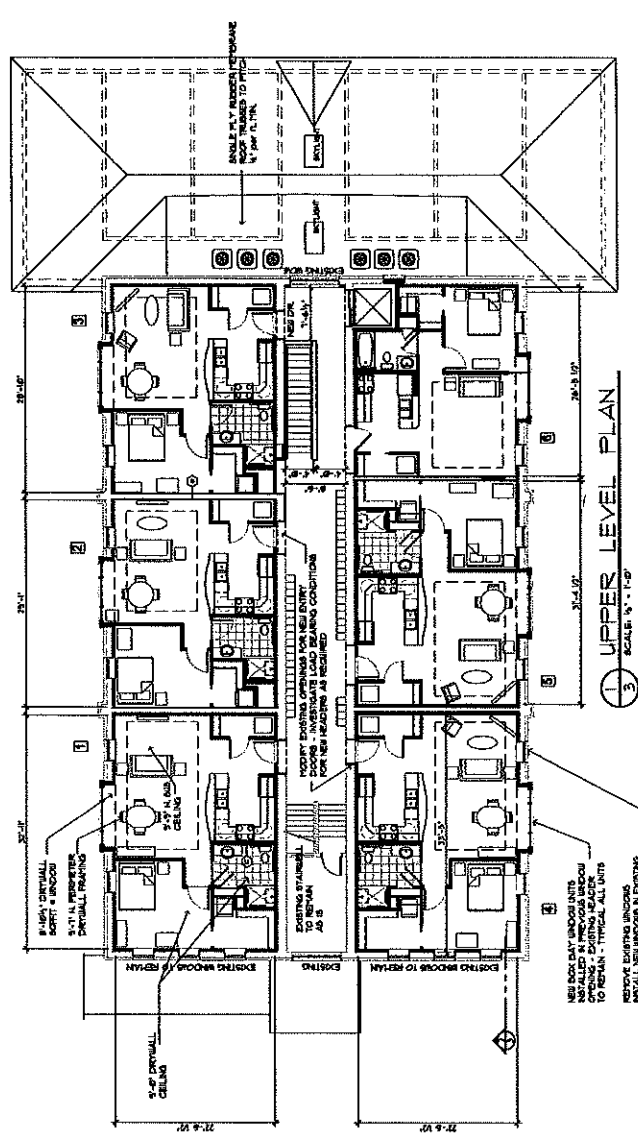
SHEET 2 OF 2
DATE: 05/22/2013
DRAWN BY: JWD
JOB #: 2013011

CLIENT:
Design/Build
by Visner Inc.

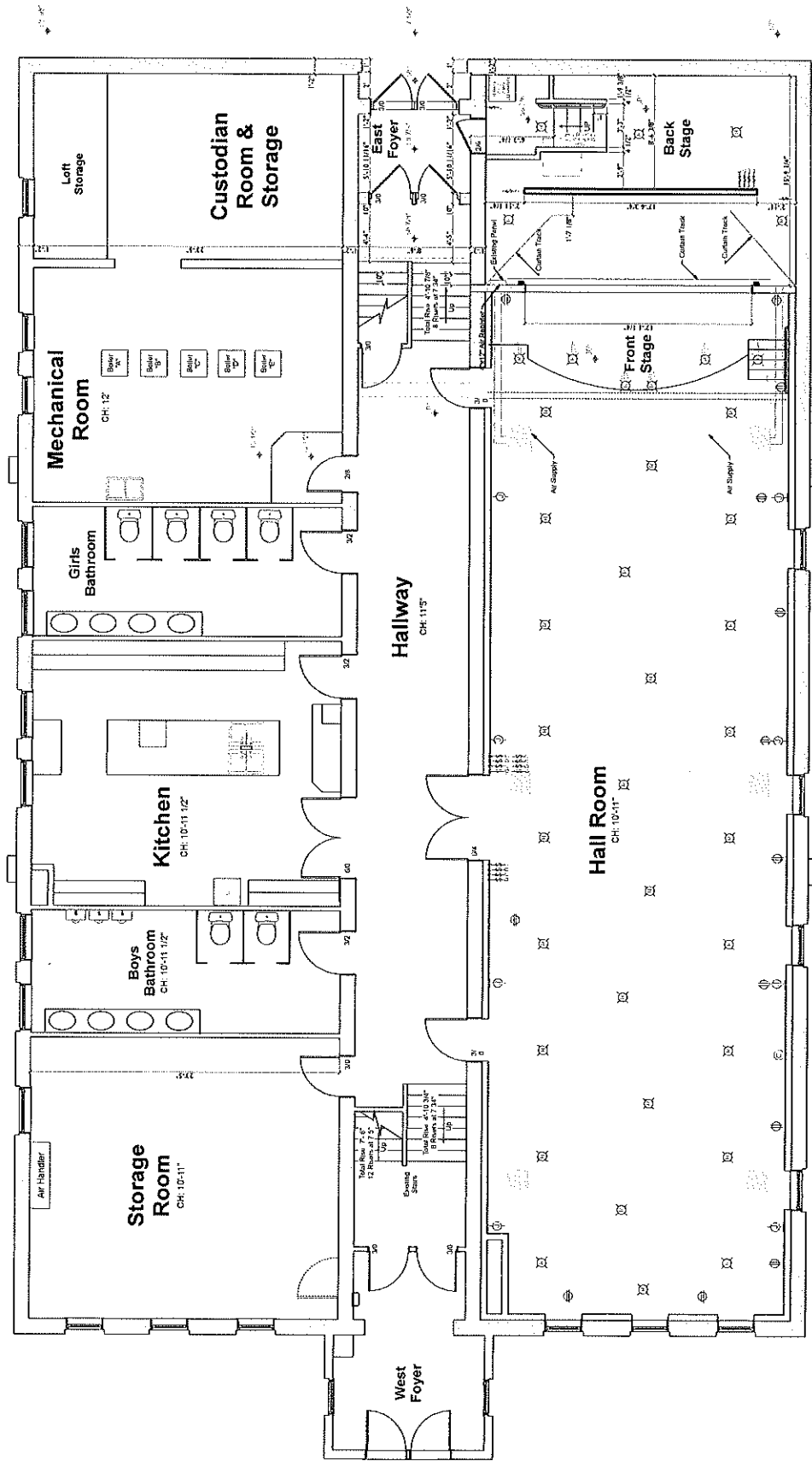
Lots 7-14, Block 1 of the
Original Plat of the
Village of Eagle River,
being a part of the NW 1/4 of the NE 1/4,
Section 33, T 40 N, R 10 E,
City of Eagle River,
Vilas County, Wisconsin



5230 Highway 70 West
Eagle River, WI 54521
Phone 715.479.2570
Fax 715.479.7274
mainesandassociates.com



COPYRIGHT © 2017



As Built Main Level Floor Plan
 Scale: 1/8" = 1'-0"
 (When sized appropriately on 11"x17" paper)

Design/Build
by **Visner Inc.**
Architectural & Interior Design
Construction Management
Design/Build

P.O. Box 1057
509 E. Wall St.
Eagle River, WI 54521
866-416-2335

John
on *3rd*

Eagle River
Community Center
Eagle River, WI 54521

THIS DOCUMENT IS THE PROPERTY OF
DESIGN/BUILD BY VISNER INC.
NO PART OF THIS DOCUMENT IS TO BE
REPRODUCED OR TRANSMITTED IN ANY
FORM OR BY ANY MEANS, ELECTRONIC
OR MECHANICAL, INCLUDING PHOTOCOPYING,
RECORDING, OR BY ANY INFORMATION
SYSTEM.

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SUBMITTALS

DATE Description

2-28-12 1st SET

3-1-12 2nd SET

3-1-12 3rd SET

3-1-12 4th SET

3-1-12 5th SET

3-1-12 6th SET

3-1-12 7th SET

3-1-12 8th SET

3-1-12 9th SET

3-1-12 10th SET

3-1-12 11th SET

3-1-12 12th SET

3-1-12 13th SET

3-1-12 14th SET

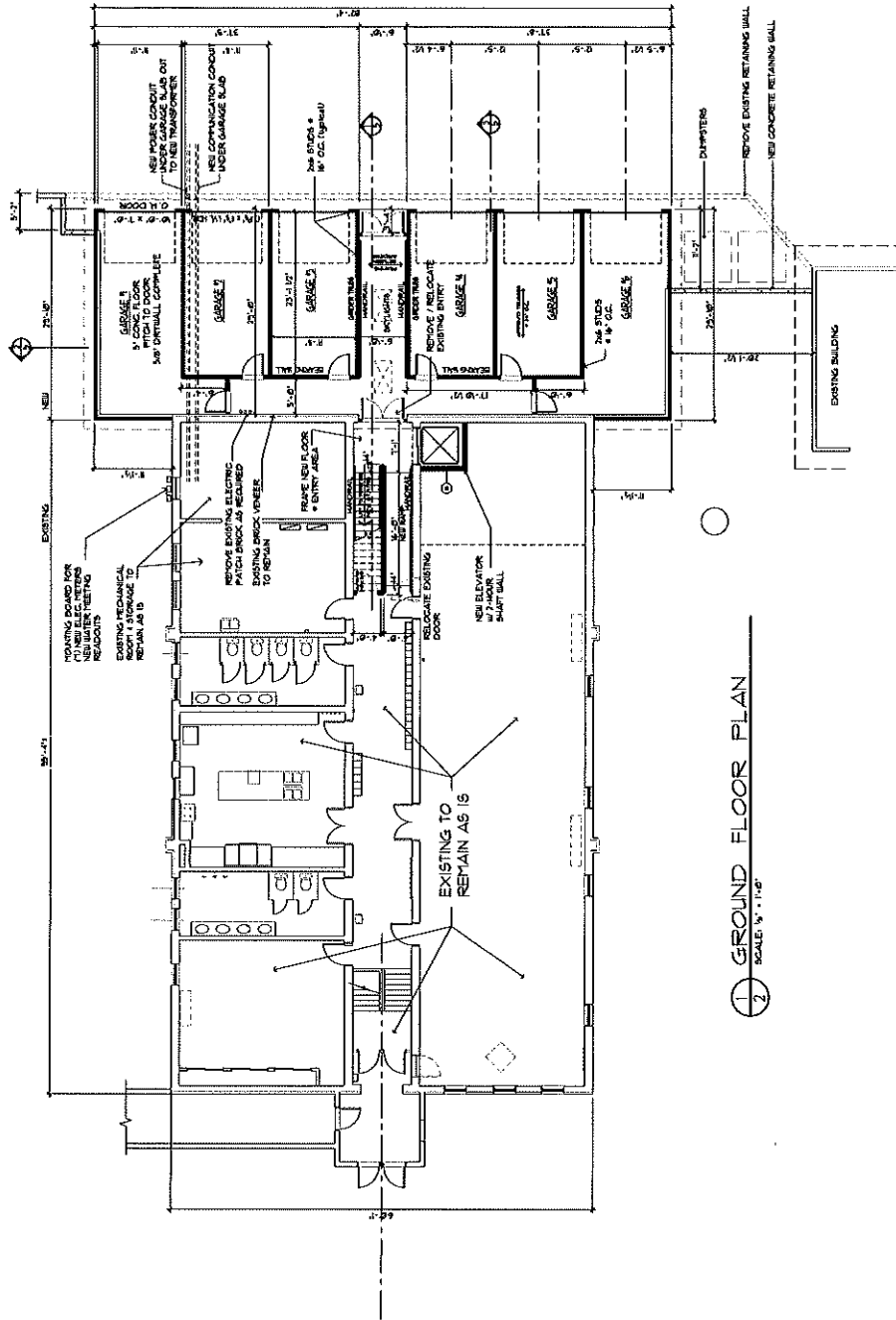
3-1-12 15th SET

3-1-12 16th SET

SECRET LETTER

GROUND FLOOR

2



① GROUND FLOOR PLAN
② SCALE: 1/4" = 1'-0"

Design/Build
by Visnet Inc.

Architectural & Interior Design
 Construction Management
 Design/Build

P.O. Box 1057
 509 E. Wall St.
 Eagle River, WI 54521
 866-416-2335

Jeff
on 9nd

Eagle River
 Community Center
 Eagle River, WI 54521

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 VISNET INC. ALL RIGHTS RESERVED.
 COPYRIGHT © 2012

SUBMITTALS

Item	Description	DATE	BY
1	2D/3D CAD SET		

SHEET TITLE

COVER SHEET

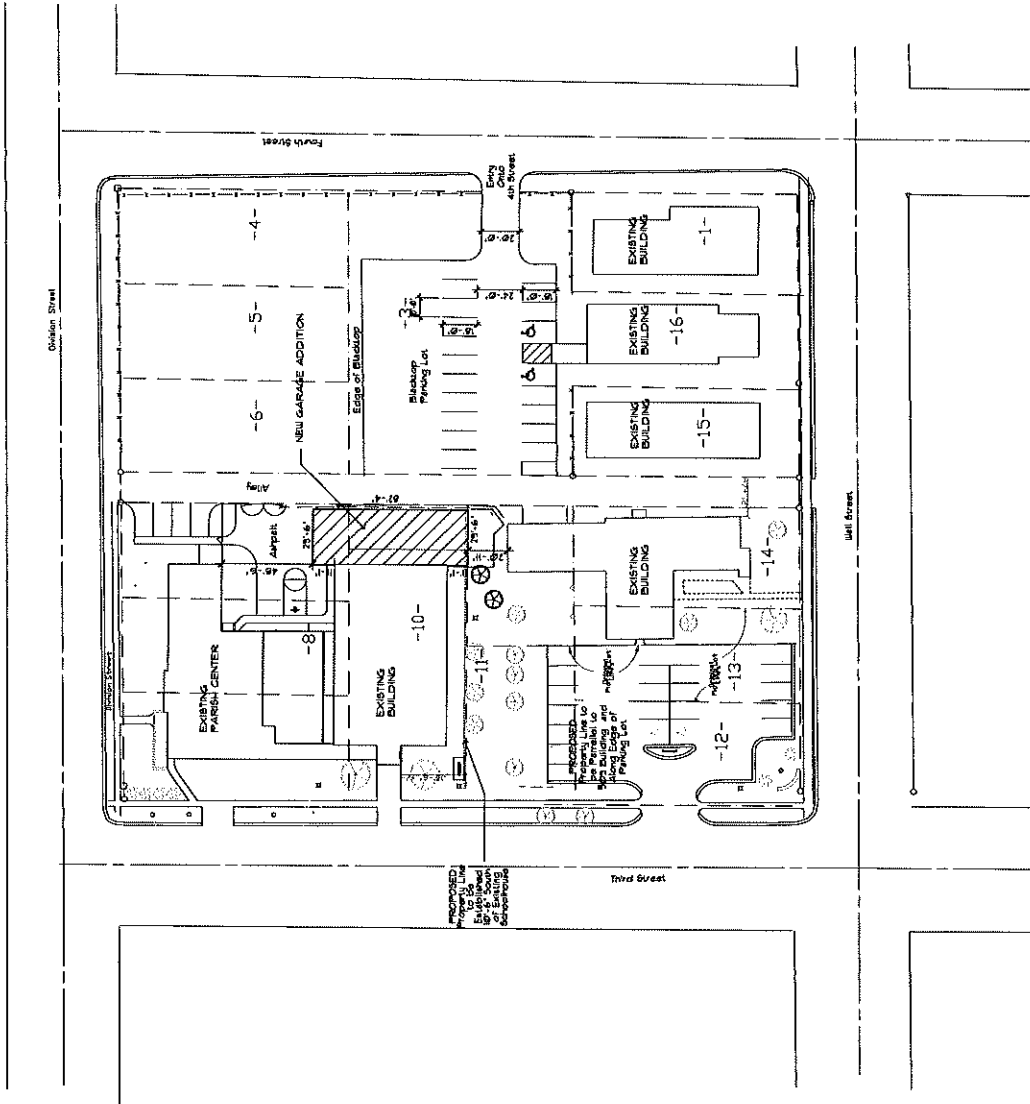
SITE PLAN


1

DRAWING INDEX

- SHEET 1 - SITE PLAN / PROJECT DATA
- SHEET 2 - GROUND FLOOR PLAN
- SHEET 3 - UPPER LEVEL PLAN / DETAILS
- SHEET 4 - EXTERIOR ELEVATIONS
- SHEET 5 - BUILDING SECTION
- SHEET 6 - FOUNDATION PLAN

PROJECT DATA:



 **SITE PLAN**
 SCALE: 1" = 30'-0"

Legal Notice - Request for Conditional Use, Multi-Family Dwelling, 115 S Third Street

Publish twice, weeks of April 15 & 22, 2024
Affidavit Requested

NOTICE OF PUBLIC HEARING
CITY OF EAGLE RIVER PLANNING COMMISSION

Thad Beversdorf is requesting a conditional use permit to remodel a structure to house a multi-family housing development at 115 S. Third Street, Eagle River, computer number 221-660-02, in accordance with Chapter 106, Article VI, Division 5, Sec 106-414 Uses permitted by conditional grant, (1) Multi-Family Dwellings (3 or more units), and (2) Mixed use developments not qualifying as being permitted by right. The property, zoned as Office Residential, is described as: LOT 2 18CS131 LOTS 7-14 BLK 1 ORIGINAL PLAT EAGLE RIVER PRT NW NE. Complete legal in tax roll.

The City of Eagle River Planning Commission will hold a public hearing to review the request on **Thursday, May 2, 2024 at 5:00 p.m.** located at the Eagle River City Hall, 525 E. Maple Street, Eagle River WI 54521. Comments can be made at the public hearing or by mail to City Administrator, PO. Box 1269, Eagle River, WI 54521; by phone (715) 479-8682 x227 or email rcginner@eagleriverwi.gov. Documents will be available for review at City Hall. PETITIONERS, OR THEIR REPRESENTATIVES, SHALL BE PRESENT.

CITY OF
EAGLE RIVER
Wisconsin

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

April 15, 2024


«Name»
«Address»
«City»

Dear Sir or Madam -

Thad Beversdorf is requesting a conditional use permit to remodel a structure to house a multi-family housing development at 115 S. Third Street, Eagle River, computer number 221-660-02, in accordance with Chapter 106, Article VI, Division 5, Sec 106-414 Uses permitted by conditional grant, (1) Multi-Family Dwellings (3 or more units), and (2) Mixed use developments not qualifying as being permitted by right. The property, zoned as Office Residential, is described as: LOT 2 18CS131 LOTS 7-14 BLK 1 ORIGINAL PLAT EAGLE RIVER PRT NW NE. Complete legal in tax roll.

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Sincerely,



Robin Ginner
City Administrator

Being a Part of the
NE 1/4 - NW 1/4
Section 33
T 40 N, R 10 E
 City of Eagle River
 Vilas County, Wis.

SCALE: 1" = 10'

SURVEY FOR
CITY OF EAGLE RIVER
JOB HE1522

NOTE: Bearings are based on
 Genlot & Assoc. Survey
 18215-1.
 Descriptions are provided on
 separate sheets.

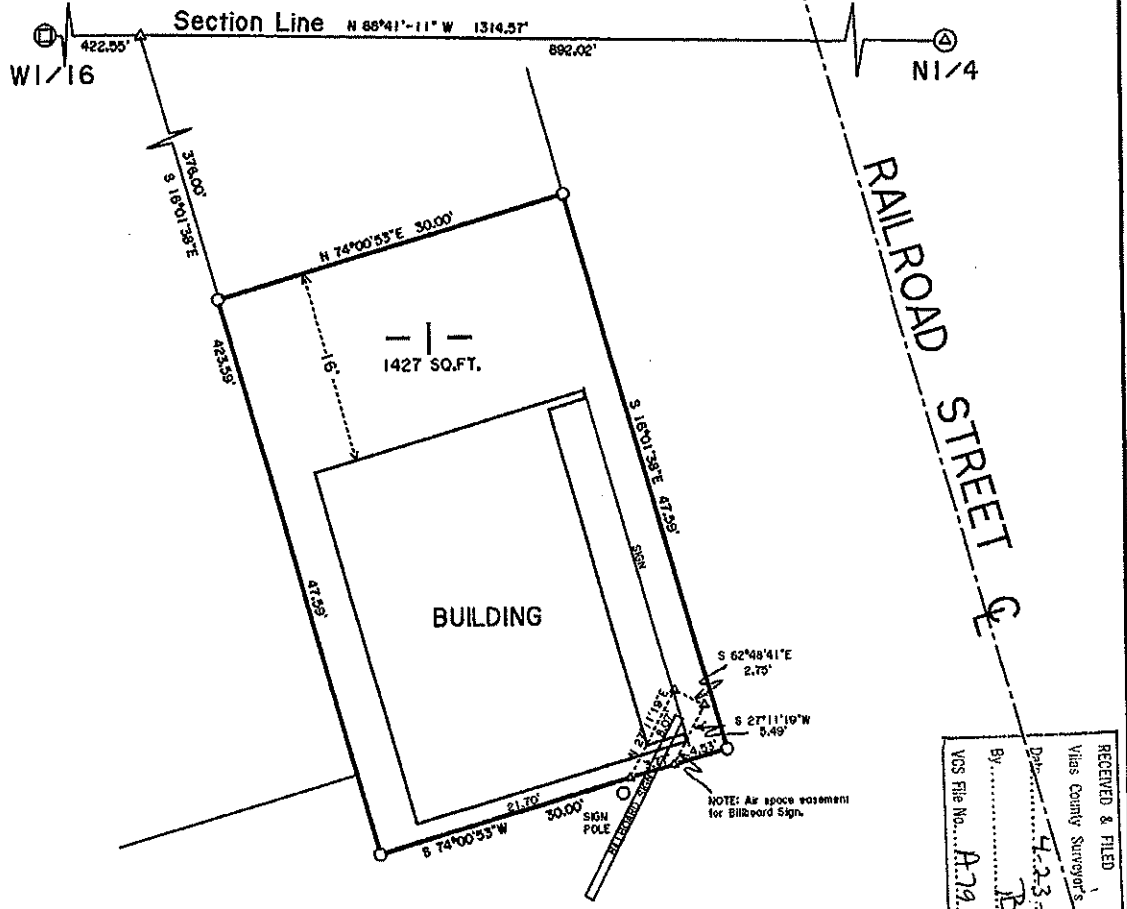
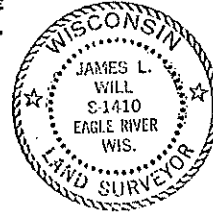
SURVEYOR'S CERTIFICATE

"I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED
 THE LANDS SHOWN HEREON AND THAT, TO THE BEST OF MY
 KNOWLEDGE AND BELIEF, THIS SURVEY AND MAP IS A
 TRUE AND CORRECT REPRESENTATION THEREOF, AND THAT
 I HAVE COMPLIED WITH THE APPLICABLE REQUIREMENTS
 OF CHAPTER A-E 7 OF THE WISCONSIN ADMINISTRATIVE
 CODE, MINIMUM STANDARDS FOR PROPERTY SURVEYS.

DATED THIS 19TH DAY OF MARCH, 1999.

JAMES L. WILL, RLS 11410

Eagle Landmark Surveying, Inc.
 5035 Highway 70 West
 EAGLE RIVER, WI. 54521



- ⊙ BRASSCAPPED CONCRETE MONUMENT FOUND IN PLACE
- ⊕ P.K. NAIL IN PAVEMENT OVER 1/4 CORNER
- STEEL SURVEY PIN SET
- △ COMPUTED ANGLE POINT

RECEIVED & FILED
 Vilas County Surveyor's Office
 Date: 4-23-99
 By: [Signature]
 VCS File No. A-294

WALL STREET



Report to the Eagle River City Council – April 2024

Submitted by Anthony Sable, PGA

Dear Council Members,

On April 22, the superintendent opened the course for play. Initially, only the front nine was open, then, two days later the entire course was deemed ready for play.

CARTS

Our Yamaha cart rental fleet is in good condition, and I believe the note on the fleet is completely paid off or will be paid off at the end of this year.

EXPENSES and PROJECTS

The golf shop operation does not have any improvement projects pending. The superintendent can provide information on any new golf course improvement projects.

SALES

No revenue figures are available for comparison from 2023 since the course was not open until May 13th of last year.

In April 2024, 92 people have memberships of various types totaling \$47,702. We had 206 golfers that brought in \$3,074. Carts generated \$1,502 and the practice range brought in \$1,558. April revenues totaled \$57,288. So we are off to a pretty good start.

Respectfully,

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

**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

February 28, 2024

VIA EMAIL ONLY

Robin Ginner

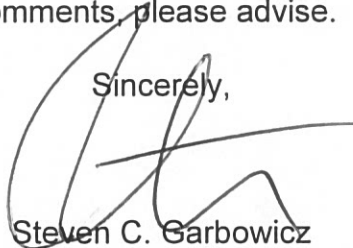
Re: **Concession Stand Lease**

Dear Robin:

I received your previous comments on the Concession Stand Lease and I have made I believe the correct changes.

If you have other questions or comments, please advise.

Sincerely,



Steven C. Garbowicz

SCG:alc
Enc.

LEASE

THIS AGREEMENT entered into this _____ day of _____, 2024, by and between the City of Eagle River, a Wisconsin Municipality, hereinafter referred to as "City" and Blaze Champeny, hereinafter referred to as "Champeny"; and

WHEREAS, City is the owner of Silver Lake Beach Park in the City of Eagle River which also has within its boundary a concession stand; and

WHEREAS, Champeny has expressed an interest in leasing the concession stand for the purpose of selling items at the concession stand to people in the park;

NOW, THEREFORE, in consideration of the promises contained herein; IT IS HEREBY AGREED AS FOLLOWS:

1. That City agrees to lease to Champeny the concession stand located at Silver Lake Beach Park, whose address is 932 East Silver Lake Road, Eagle River, Wisconsin, from Memorial Day, which is May 27, 2024 through Labor Day, which is September 2, 2024.
2. That rent during this period of time shall be \$_____ per month.
3. That Champeny shall be allowed to sell ice cream, soda pop, water, candy, chips or any other concession items that one would typically find in a concession stand.
4. That under no circumstances can Champeny sell or possess any alcoholic beverages in the park.
5. The hours of operation shall be determined by Champeny.
6. That Champeny agrees to keep the premises in good repair and in a safe, clean, orderly and inviting condition at all times at his expense and to maintain all equipment that is in the concession stand and available for his use. The City shall have the right to enter the concession stand at any time to inspect the premises for purposes of determining whether or not Champeny is complying with the terms of the Lease.
7. That Champeny shall keep and use the premises as a concession stand and for no other unlawful purposes whatsoever.
8. That this Lease shall not be assignable in part or in whole of the premises to any other entity without the written consent of the City.
9. That Champeny agrees to carry a policy of liability insurance and Worker's Compensation insurance if he has employees working in this facility with a general liability limit of \$1,000,000 and shall name the City as an additional insured and provide proof of said insurance in writing to the City Manager.

10. That if there is any default in the payment of rent or the terms of this Lease, the City shall terminate this Lease upon thirty (30) days written notice to Champeny of its intent to terminate.

11. That at the end of the Lease period which would be September 2, 2024, Champeny may remove from the premises any items that he purchased to be placed at the concession stand but in no way may he remove any personal property which was there at the time he entered into this Lease.

12. That payment of utilities of the area to be leased shall be the obligation of the City.

13. That in the event the premises are totally destroyed by a catastrophic event, this Lease shall terminate forthwith.

14. It is understood by both parties to this Lease that should individuals who desire to utilize Silver Lake Beach Park and bring their own food or beverages to the park for their enjoyment, they shall be able to do so. City agrees that no other vendor shall have the right to sell food or beverages or concession stand items to individuals at the beach other than Champeny.

15. Any individual that Champeny is going to hire or utilize for purposes of staffing the concession stand at Silver Lake Beach Park shall be subject to a background check by City and any individual that Champeny utilizes in that concession stand must be disclosed to City prior to their commencement of employment for a background check.

16. That this Agreement constitutes the entire agreement of the parties and no other verbal representations made by either party shall be a part hereof unless reduced to writing and signed by both parties.

Dated the day, month and year first above stated.

CITY OF EAGLE RIVER:

By: Jeffrey Hyslop, Mayor

By: Becky Bolte, City Clerk/Deputy Treasurer

Blaze Champeny

Drafted By:
Steven C. Garbowicz, Attorney at Law
State I.D. #1018485
221 South First Street; P.O. Box 639
Eagle River, WI 54521
715.479.6444 x 22

Pleasure Island Rd

×

Zoom to

[Lincoln DOT Report](#)

Classification: Local
Other Names:

Approx. 65.59 feet



Airport Rd

×

Zoom to

[Lincoln DOT Report](#)

Classification: Local
Other Names:

Approx. 124.84 feet



Wall St

X

Zoom to

Lincoln DOT Report

Classification: Collector
Other Names:

Approx. 1799.32 feet



RESOLUTION NO. 1040
CITY OF EAGLE RIVER

**RESOLUTION DECLARING OFFICIAL INTENT
TO REIMBURSE EXPENDITURES**

WHEREAS, the City of Eagle River, Vilas County, Wisconsin (“the City”) plans to make several improvements to Spruce and 3rd Street, and other related facilities (“the Project”); and

WHEREAS, the City expects to borrow funds and incur debt from one or more possible sources on a long-term basis by issuing tax-exempt bonds, promissory notes, DNR EIF Funds, or other ‘debt’ to finance the Project (“the Loan”); and

WHEREAS, because proceeds of the debt which will provide project financing will not become available prior to commencement of the Project, the City may need to provide interim financing to cover costs of the Project incurred prior to receipt of the Loan; or other debt proceeds; and

WHEREAS, it is necessary, desirable, and in the best interests of the City to use moneys from its funds on an interim basis until the Loan becomes available.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Eagle River, Vilas County, Wisconsin, that:

Section 1. Expenditure of Funds The City shall make expenditures as needed from its funds to pay the costs of the Project until loan proceeds become available.

Section 2. Declaration of Official Intent. The Council of the City of Eagle River hereby officially declares its intent under 26 CFR Section 1.150-2 to reimburse said expenditures with proceeds of the debt, the principal amount of which is not expected to exceed \$3,600,000.

Section 3. Effective Date. This Resolution shall become effective upon its adoption and approval.

Adopted the _____ day of _____, 2024

CITY OF EAGLE RIVER
VILAS COUNTY, WISCONSIN

Jeffrey Hyslop, Mayor

Attest: _____
Becky Bolte, City Clerk



Proposal

1094 Hwy 45 PO Box 931
Eagle River, Wisconsin 54521
(715) 477-0123
aechwy45@live.com

NAME CITY OF EAGLE RIVER DATE 4-13-24
ADDRESS PHONE
CITY STATE ZIP

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

210 MAIN ST

- 60' X 10' X 4" SIDEWALK 8970
23' X 6' X 6" ALLEY GUTTER 2415
7 BAG (5000 PSI) MIX
FIBER MESH
CONTROL JOINTS
CONCRETE SEALER
Fill TO GRADE - MACHINE COMPACT

TOTAL 11385

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.

American Eagle Concrete is not liable for concrete failure due to freezing, thawing, road salt or de-icers, poor soil conditions or anything else beyond our control.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, YOU ARE HEREBY NOTIFIED THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON YOUR PROPERTY LOCATED THE ABOVE ADDRESS MAY HAVE LIEN RIGHTS ON YOUR LAND AND BUILDINGS IF THEY ARE NOT PAID.

YOU PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION. YOU SHOULD GIVE A COPY OF EACH NOTICE YOU RECEIVE TO YOUR MORTGAGE LENDER, IF ANY.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to work as specified. Payments will be made as outlined above.

Contractor Signature:

DATE:

Customer Signature:



Proposal

1094 Hwy 45 PO Box 931
 Eagle River, Wisconsin 54521
 (715) 477-0123
 aechwy45@live.com

NAME	CITY OF EAGLE RIVER	DATE	4 14 24		
ADDRESS		PHONE			
CITY		STATE		ZIP	

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

ROTARY PARK		
115' X 9' 6" X 4"	SIDEWALK	16325
115' X 2' CURB & GUTTER		8050
7 BAG (5000 PSI) MIX		
FIBER MESH		
CONTROL JOINTS		
CONCRETE SEALER		
FILL TO GRADE - MACHINE COMPACT		
		TOTAL
		24375

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra cost over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation. A certificate of insurance will be supplied upon request.

American Eagle Concrete is not liable for concrete failure due to freezing, thawing, road salt or de-icers, poor soil conditions or anything else beyond our control. We are not liable for concrete failure due to earth sinking, rising or shifting including loss or damage caused soil conditions that cause settling, cracking, or other disarrangement of foundations or other parts or realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, YOU ARE HEREBY NOTIFIED THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON YOUR PROPERTY LOCATED THE ABOVE ADDRESS MAY HAVE LIEN RIGHTS ON YOUR LAND AND BUILDINGS IF THEY ARE NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED PRIME CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH YOU OR THOSE WHO GIVE YOU IDENTIFICATION NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION.

YOU PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION. YOU SHOULD GIVE A COPY OF EACH NOTICE YOU RECEIVE TO YOUR MORTGAGE LENDER, IF ANY. THE UNDERSIGNED PRIME CONTRACTOR AGREES TO COOPERATE WITH YOU AND YOUR LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

ACCEPTANCE OF PROPOSAL	
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to work as specified. Payments will be made as outlined above.	
	Contractor Signature: _____
DATE: _____	Customer Signature: _____

2024 Chipseal Bids

Company	Total	Notes
Fahner	\$78,078.37	Confirmed that they were bidding the same quantity of gravel/oil. They did not include Flex Patching, which Pitlik did. But even with the flex patching, the bid still would have come in under Pitlik's
Pitlik & Wick	\$91,690.26	Recommended additional repairs totalling \$23,000 above their bid

2024 PAVEMENT CHIP SEALING

See map on Page 10.

Road/Street Name	Length (Lineal Feet)	Width (Feet)	Price per Lineal Foot	Crack Sealing	Flex Patching	City Cost
1. Aquila Court	2,868'	26.5'	24,740.92	5403.51	4087.11	34,231.54
2. 4th Street, Wall to Maple	1,134.5'	37'	13,677.24	2137.47	NA	15,814.71
3. 5th Street, Pine to Tamarack	406'	20'	2642.86	764.93	NA	3407.79
4. Hospital Road	996'	27.5'	8915.99	1876.53	NA	10,792.52
5. Main Street, Division to Court	1,068'	34'	11,819.62	2012.18	NA	13,831.80

Please note:

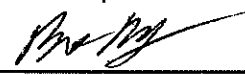
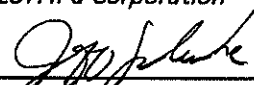
- Lengths and widths noted above are approximations only and should not be used as absolutes in determining pricing for the purpose of bidding.
- Price per foot shall also include sweeping and cleanup of all excess limestone and/or granite chips by Contractor after application.

TOTAL BID PRICE = 78,078.37

Chip sealing must be completed by no later than August 31st, 2024,
and fog sealing no later than September 30th, 2024.

THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY OF EAGLE RIVER SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES

Entire Block Must Be Completed When a Submitted Bid Is to Be Considered for Award

BIDDER: <u>Fahrner Asphalt Sealers, LLC</u>	
Date: <u>05/01/24</u>	
<u>Fahrner Asphalt Sealers, LLC</u> Company Name	
<u>111 Anderson Rd</u> Street Address of Company	<u>colton.tarsi@fahrnerasphalt.com</u> Email Address
<u>Iron River, MI 49935</u> City, State, Zip	<u>Colton Tarsi</u> Contact Name (Print)
<u>906-265-6770</u> Business Phone	<u>800-332-3360</u> 24 Hour Telephone Number
<u>906-265-5719</u> Fax	 Signature of Officer/Partner/Sole Proprietor
NO CORPORATE SEAL ADOPTED	<u>Brent Berg, Vice President</u> Print Name & Title
<i>ATTEST: If a Corporation</i>  <u>Signature of Corporation Secretary</u> Jeff Salewske, Assistant^	<u>11-3804531</u> Federal Employer ID #

CITY OF EAGLE RIVER:

Signature of Authorized City Agent

Title

Date

ATTEST:

Signature of City Clerk

Date

In compliance with the specifications, the undersigned offers and agrees, if this Bid is accepted within 30 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Fahrner Asphalt Sealers, LLC 2800 Mecca Drive Plover, WI 54467	INSURER A: Zurich American Insurance Company NAIC # 16535	
	INSURER B: American Guarantee and Liability Insurance 26247	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W33378909 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		Y	GLO 5944715-15	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 5944714-15	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SXS 0271705-06	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	No	WC 05944716-15	12/01/2023	12/01/2024	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Workers Compensation and Employers Liability Per Statute			WC 5944717-15	12/01/2023	12/01/2024	EL Each Accident \$1,000,000 EL Disease - Each Emp \$1,000,000 EL Disease - Pol Lmt \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Eagle River is included as an Additional Insured as respects to General Liability when required by written contract or agreement and executed prior to loss.

CERTIFICATE HOLDER City of Eagle River 525 E. Maple St Eagle River, WI 54521	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**Fahrner Asphalt Sealers, LLC
References**

Owner	Town of Lincoln
Work Type	Chipseal
Project # / ID	2322085
Project Title	Heavy Single Chip - Mill Creek Dr
Prime Contractor	Fahrner Asphalt Sealers, LLC
Contact Name	David Rogers, Chairman
Contact Address	10905 Falcon Rd, Marshfield, WI 54449
Phone / Fax #	715-650-0655
Email Address	townoflincolnchairman@gmail.com
County / State	Wood, WI
Contract Year	2023
Contract Amount	\$59,370.64

Owner	Town of Saratoga
Work Type	Chip Seal
Project # / ID	
Project Title	Chipseal Various Roads
Prime Contractor	Fahrner Asphalt Sealers, LLC
Contact Name	Lorelei Fuehrer, Chairman
Contact Address	1120 State Hwy 13 S, Wisconsin Rapids WI 54494
Phone / Fax #	715-325-1841
Email Address	
County / State	Wood, WI
Contract Year	2022, 2023
Contract Amount	\$19,283.74/\$88,949.16

Owner	Town of Hansen
Work Type	Chip Seal
Project # / ID	
Project Title	Chip Seal
Prime Contractor	Fahrner Asphalt Sealers, LLC
Contact Name	Paul Goldberg, Chairman
Contact Address	5640 Spruce Rd, Vesper WI 54489
Phone / Fax #	715-569-4706
Email Address	
County / State	Wood, WI
Contract Year	2022
Contract Amount	\$121,501.42

Owner	Town of Sharon
Work Type	Chip Seal
Project # / ID	
Project Title	Chip Seal
Prime Contractor	Fahrner Asphalt Sealers, LLC
Contact Name	Jeff Check, Chairman
Contact Address	6704 St Hwy 66, Custer WI 54423
Phone / Fax #	715-570-4261
Email Address	
County / State	Portage, WI
Contract Year	2023
Contract Amount	\$77,624.13

Owner	Village of Plover
Work Type	Chip Seal
Project # / ID	
Project Title	Bituminous Seal Coating with Stone Cover Aggregate and Application of High Solids Water Based Traffic Paint
Prime Contractor	Fahrner Asphalt Sealers, LLC
Contact Name	Gary Wolf, President
Contact Address	2400 Post Rd, Plover WI 54467
Phone / Fax #	715-340-3745
Email Address	gwolf@plover.wi.gov
County / State	Portage, WI
Contract Year	2023
Contract Amount	\$138,503.00

2024 PAVEMENT CHIP SEALING

See map on Page 10.

Road/Street Name	Length (Lineal Feet)	Width (Feet)	Price per Lineal Foot	Crack Sealing	Flex Patching	City Cost
1. Aquila Court	2,868'	26.5'	\$9.70	\$2,500	\$5,500	\$35,819.60
2. 4th Street, Wall to Maple	1,134.5'	37'	\$13.28	\$1,500	\$2,700	\$19,266.18
3. 5th Street, Pine to Tamarack	406'	20'	\$7.18	\$750	\$1,500	\$5,165.08
4. Hospital Road	996'	27.5'	\$10.05	\$1,600	\$3,200	\$14,809.80
5. Main Street, Division to Court	1,068'	34'	\$12.20	\$1,200	\$2,400	\$16,629.60

Please note:

- Lengths and widths noted above are approximations only and should not be used as absolutes in determining pricing for the purpose of bidding.
- Price per foot shall also include sweeping and cleanup of all excess limestone and/or granite chips by Contractor after application.

TOTAL BID PRICE = \$91,690.26

**Chip sealing must be completed by no later than August 31st, 2024,
and fog sealing no later than September 30th, 2024.**

THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY OF EAGLE RIVER SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES

Entire Block Must Be Completed When a Submitted Bid Is to Be Considered for Award

BIDDER: <u>Austin Pitlik</u>	
Date: <u>5/1/2024</u>	
<u>Pitlik & Wick, Inc</u> Company Name	
<u>8075 County Road D</u> Street Address of Company	<u>apitlik@pitlikandwick.com</u> Email Address
<u>Eagle River, WI 54521</u> City, State, Zip	<u>Austin Pitlik</u> Contact Name (Print)
<u>715-479-7488</u> Business Phone	<u>715-891-7141</u> 24 Hour Telephone Number
 Fax	<u><i>Austin Pitlik</i></u> Signature of Officer/Partner/Sole Proprietor
	<u>Austin Pitlik, Civil Engineer</u> Print Name & Title
 <i>ATTEST: If a Corporation</i> <u><i>Carolyn Leuner</i></u> Signature of Corporation Secretary	<u>39-1086441</u> Federal Employer ID #

CITY OF EAGLE RIVER:

Signature of Authorized City Agent

Title

Date

ATTEST:

Signature of City Clerk

Date

In compliance with the specifications, the undersigned offers and agrees, if this Bid is accepted within 30 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.



Proposal

Pitlik & Wick, Inc.

8075 County Road D
 Eagle River, Wisconsin 54521
 715-479-7488 TOLL FREE 1-800-379-7488
 FAX 715-479-7438

No: AP

PROPOSAL SUBMITTED	City of Eagle River Attn: Robin Ginner	DATE:	05/01/24
JOB ADDRESS:		BILLING ADDRESS:	
CITY, STATE, ZIP:		LOCATION:	
CELL PHONE:		JOB PHONE:	
EMAIL:			

We hereby submit specifications and estimates for:

Additional Repair Options for Chipseal Roads

- | | |
|--|----------|
| - Hospital Road Asphalt Wedge 400' in front of car wash prior to chipseal | \$12,000 |
| - 4th Street Wall to Maple - Recommend double chipseal on 640' from Maple to Division Street | \$8,500 |
| - Main Street - Infrared Repair failed area by intersection of Court Street, 10' x 20' approx. | \$2,500 |

We hereby propose to furnish material and labor- in accordance with above specifications, for the sum of:

Per Options	DOLLARS	Per Options
-------------	---------	-------------

Payment to be made as follows:

Progress Billing

Authorized Signature:

Note: This Proposal may be withdrawn by Pitlik & Wick, Inc, if not accepted within

15 Days

NOTICE OF LIEN RIGHTS

As required by the Wisconsin Construction Lien Law, Pitlik & Wick, Inc. hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to Pitlik & Wick, Inc., are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to their mortgageowner, and should give a copy of each notice received to their mortgagelender, if any. Pitlik & Wick, Inc. agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.

Acceptance of Proposal

I have read and agree to the conditions and product information on the back side of this page. I agree the above prices, specifications, and conditions are satisfactory and are hereby accepted. Pitlik & Wick is authorized to perform the work. Payment to be made as outlined above.

Date of Acceptance: _____

Signature: _____

ORIGINAL COPY

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
1/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Diel Insurance Group P.O. Box 538 Rhinelander, WI 54501	CONTACT NAME: PHONE (A/C, No, Ext): (715) 362-2444	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE INSURER A : West Bend Mutual Insurance		NAIC # 15350
INSURED Pitlik & Wick, Inc. 8075 County D Eagle River, WI 54521	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			0284745	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			0284745	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0			0284745	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nt) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0290328	2/1/2024	2/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Eagle River and MSA Professional Services are named as additional insured.

CERTIFICATE HOLDER

City of Eagle River
 PO Box 1269
 Eagle River, WI 54521

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian A. Del

Approximate Number of People Working

Between Crackseal, Flex Patch, Chipseal, Fog Seal, there will be approximately 20 people working within the project.

Pitlik & Wick Inc. References

Oneida County, WI Supervisor

Scott Holewinski

715-493-4647

sholewinski@oneidacountywi.gov

City of Eagle River, WI

Foreman – Mike Adamovich

715-479-4330

erdpw@eagleriverwi.gov

Town of Boulder Junction, WI

Dennis Reuss – Town Chairman

262-993-1857

clerk@townofboulderjunction.org

Town of Arbor Vitae

Mike Welch – Town Foreman

715-365-2054

arborvitaetown@frontier.com



CITY OF EAGLE RIVER MONTHLY POLICE CHIEF'S REPORT

May 2024

Presented to: Mayor Jeffrey Hyslop and the City of Eagle River Common Council
Prepared by: Chief Christine Dobbs

CURRENT ACTIVITY:

During the month of April our officers investigated 110 offenses. A total of 5 cases were cleared by arrest or referred for prosecution. A total of 6 new cases were added to our active investigation caseload. A total of 1 cases were placed in inactive status and 1 incidents unfounded. The remaining cases have been closed without arrest or referred for review to the District Attorney, Juvenile Intake or another agency. Our active investigation caseload is presently 39 cases under continued investigation. In addition to calls with sufficient detail to report below, the following reflects the numbers and types of calls for service:

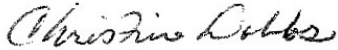
Agency Assist – Fire/EMS	2	Message Delivered	1
Alarm	2	Not Classified	1
Ambulance or Medical Assist	5	Parking Problem	1
Animal Problem	3	Suspicious Person/Circumstance	7
Agency Assist	1	Property Watch	1
Bail Jumping	5	Resisting/Interfering w/Police	1
Citizen Dispute	1	Search Warrant	1
Child Abuse or Neglect	2	Traffic Accident, Hit and Run	2
Citizen Assist	23	Traffic Accident, Prop Damage	3
Dead Body	1	Traffic Accident, Pers Injury	1
Disorderly Conduct	4	Traffic Hazard	5
False Alarm	3	Threatening	2
Fire	1	Traffic Offense	15
Fraud/Swindle/Confidence Game	1	Trespass of Real Property	1
Information	5	Theft, Property, From Mtr Veh	1
Intoxicated Person	1	Theft, Property, Other	1
Juvenile Problem	2	Unsecure Premises	1
Lost or Found Property	1	Utility Problem	4
Littering/Pollution Problem	1	Welfare Check	10

A total of 26 traffic stops were conducted resulting in a total of 24 citations or warnings being issued. The following reflects the numbers and types of citations or warnings being issued:

Disorderly Conduct	1	Nonfunctional headlight	1
Display Unauthorized Plates	1	Non-Registration	2
Exceed zones and posted limits	5	Operate after revocation	2
Fail Notify Police Accident	1	Operate MV w/o proof of ins	2
Fail to dim	2	Operate w/o valid license	1
Hit and Run	1	OWI 6 th or greater	1
Nonfunctional headlight	1	Possess Open Intoxicant	2
		Unreasonable & imprudent speed	2

Our department took 6 people into custody and booked them into the Vilas County Jail.

Respectfully submitted,



Christine Dobbs
Chief of Police

April 2024 Assistant Chief's Report

First off, as the members of the council know, we have an Assistant Chief now. I would like to thank the City Council for taking part in that process and looking out for the future of the police department by taking time to put this succession planning in place. Thank you.

The Eagle River Police Department submitted the application for an officer wellness grant that could bring up to \$200,000 into the area to build up peer support, chaplains, and mental health, services to area officers and hopefully grow Responders Retreat by bringing in several high-level speakers to promote motivation, leadership, education, and wellness. We will not know if the grant is awarded or not until October, and that funding would really start to come into play in the Spring of 2025 when we would start sending officer and chaplains to training conferences.

Citizens Academy wrapped up at the Vilas County Sheriff's Department. One Police Department Chaplain completed the program and had nothing but good things to say about it and highly recommended it for others. Two Eagle River Officers were able to help on a total of four nights to share in that community engagement and education.

Our Detective also attended the state ICAC (Internet Crimes Against Children) Conference. He said it was a good conference and he learned a lot.

City Administrator's Report

May 2024

Submitted by Robin Ginner

Admin/General

Departments/Committees/Commissions

Golf Course – I took a tour with Kyle to take a look at the course. It’s really looking good so far this season! He had nine trees taken down on one of the tee boxes that wasn’t getting any sunlight (and the grass on that tee was dying). It really opened up the area, and Kyle will be cutting out the dead grass on the tee box and adding new sod, then grading and seed-matting around the tee box. It’s going to look really nice when it’s done. He has one more tee box to do the same work next year. There are a number of other trees we identified that need to be removed, and some stumps ground out. He’ll get quotes for the work so we can put it in the budget for 2025.

The couple that has taken over the flower-duty this season has begun their work and are taking the beautification very seriously! They’ve begun cleaning up all the beds and mulching around all the bushes and shrubs. They’ve created a spreadsheet to plan out the types of flowers for the different beds depending upon the amount of sunlight each area receives. It’s a pretty detailed plan, and I think it’s going to pay off with a beautiful course this summer. With the work they’ve put in so far, and the work Kyle and his crew are doing, our course is going to look top notch this season!

Tony reports that nearly a quarter of his season passes renewed on opening week alone. So we’re off to the races and I expect with the extra couple of weeks this season, due to the warm winter, we’ll have a record breaking year.

We absolutely need to do something with the roof of the clubhouse this summer. The leak in the kitchen is getting worse, and when ER Roofing looked at it two summers ago the wood was soft in areas throughout the roof. If we’re not going to build a new structure, then we need to make repairs to the current one. I’m working on figuring out what needs to be done to shore up the portion of the foundation below the storage area in the kitchen and getting updated quotes for repair/replacement of the roof. I hope to have this information for the council by the June meeting so we can make a decision and move forward. In the meantime, DPW tried to tar the roof above the kitchen to keep it from leaking during heavier rains until we can get a roofer up there to make the necessary repairs/replacement.

There have been a handful of issues needing repair at start-up in the kitchen. We had a grease trap issue that required pumping it out and replacing a pipe. There’s a second pipe that needs to be replaced as well. The stove, deep fryer and one of the refrigerators needed some attention, and we have an electrician lined up because there’s a problem with the breakers (too many things on one breaker and it keeps blowing) and a couple of the outlets need to be replaced.

Public Works – We didn’t receive any bids for the sidewalk project, aside from the original one submitted by American Eagle Concrete. There are two sections that need to be done – one on the First Street side of Rotary Square including new curb/gutter where the driveway to the

property was eliminated, and the other on South Main Street including a section of gutter across the alley behind the County Store. We budgeted \$45k for this project, and the bids come in at approximately \$35,750.

Please see attached for DPW's April activities.

Zoning/Planning – We have a company that wants to build a communications tower north of the City (south of the intersection at 45 North and 17), but they don't want to submit to our extra-territorial jurisdiction required under our avigation easement. Ideally this needs to go through Planning Commission for a public hearing, but the contractor is pushing back on whether we legally have the right since the property where it's being built isn't within the City's boundaries. Steve G is confident that we do have this right. They're not taking airspace into consideration, which is why we have the extra-territorial jurisdiction. After a discussion with Steve, I replied with what needs to be done ahead of construction. I'm awaiting an update from the developer.

I finally got an update from SC Swiderski on the new development at the corner of Red Fox and Ohio. At this point they've pushed it off another year and won't be considering it until 2026 at least. They said they're reviewing it annually. The delay continues to be due to the cost of construction.

2024 Projects

Rotary Square – The final touches are currently underway. The area around the building will be graded in mid-May and the turf will be installed by Rotary volunteers shortly thereafter. Everything points to the park being complete and open to the public by Memorial Day!

2023 Silver Lake Milfoil – The permit application has been submitted to the DNR by the herbicide contractor, and letters regarding the herbicide have been sent to all property owners with lake shore parcels. OnTerra is working with the Lake Association on some monitoring work ahead of the herbicide treatment, and we're looking at potentially May or early June for the application.

2024 Work Bids – The RFP has been released for the chip sealing with bids due on May 1st. I also created and released an RFP for sidewalk work. The guy we've always used came back over the \$25k threshold for the two projects we have planned for this summer, so I put out a call for bids due on May 6th. Both bids will be presented at the May Council meeting.

MSA is working on the bid packet for the mill and overlay of Maple Street and will release that in late May/early June for a summer 2024 project.

Project Funding – I received confirmation of my MSID grant application for Silver Lake Road in the amount of approx. \$321,000. MSA will begin doing the engineering for that project, and we will plan on the construction in the 2025 season.

MSA has identified a grant opportunity for the City for capital project planning highlighting roadway safety through the Bipartisan Infrastructure Law, and this may also open the door for more substantial grants for our street projects – some of them up to 100%. I'll be meeting with

Phil and Art to talk about submitting this grant, and if it makes sense for the City. This could be a doorway for funding for McKinley if we aren't successful with the appropriation ask.

APRIL

1. Pressure Wash Equipment
2. Get Equipment Ready for snow storm
3. SNOW 8" + snow storm Clean streets + sidewalks
4. City Hall - Council Room Ready for Election + put Back Together
5. Met with Plumbers at Rental Shop - sewer and water laterals
6. Pickup 3 Dead Deer
7. Clean up Tree at 317 north 2nd from snow + wind
8. Salt streets
9. Jason Painted Public Works + Address sign on shop
10. SCRAPE Rust + PAINT inside Box of Sander TRUCK
11. Open STORM DRAIN culverts
12. Put Lifting Ram in 1996 street sweeper
13. Locates
14. Check on Conditions of Mantles for AQUALIS for Rebuild
15. City Hall - Break Room Bathroom light - Ballist Burnt out
16. Replace - stop sign, Post at NW corner of Spruce + Railroad
Hit By Car at 7:08 AM. Also at Sitokidan and 1st street
17. Met with Dave STAHL - measure up Concrete for sidewalk
Replacement at 210 south Main and at Rotary Square for estimate
18. Clean up Around Shop
19. sewer call - 316 sunstein Rd - Ran Main Line (OK)
20. Took Christmas Decoration down off Depot
21. Grader - Shop yard and make ditch on PARK street
22. Hook up Broom on New Trunkless
23. Suction Hose on 2007 street sweeper
24. Riverview PARK - PAVILION Roof Beam supports (Roof Needs Attention)
25. PAINT inside Bathrooms at T-Docks
26. T-Docks - put cover on over light in PARK (BROKEN)
27. Street sweeper - streets
28. Swept Nelson Ace PARKING lot
29. Put sand/salt mix inside salt shed
30. Patch streets
31. Met with Mike Sanborn at 613 Leon LK Rd + TAMARACK ABOUT
sewer options
32. Milling By Hydrant on Mill street by Law Shop
33. Plows AWAY
34. open Bathrooms at T-Docks, Riverview PARK
35. Help Ryan (P.D.) Camera's on old Jerry Buildings



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

FROM THE DESK OF CORY HOFFMANN, DEPUTY CLERK/TREASURER

MAY 2024 CITY COUNCIL MEETING REPORT

April 4th, 2024, met with Adam from Baird to help with an ongoing report for the city council on the budget.

Met with Dylan Weller, AVP Treasury Management for Nicolet Bank on April 16th 2024. Talked about options for monies at that bank. Was advised that a sweep account in addition to the money market account would not be advisable for our situation because the amount held there is not significant. Dylan suggested to go with a 6 month CD @ approx. 5% interest to earn more interest in the long run with an amount out of the money market.

Attended the 2024 Municipal Treasurers Association of Wisconsin Spring Conference April 24th and 25th. Was appointed to the position of Director for District 8, which includes the counties of Oneida, Vilas, Forest, Lincoln, Langlade, Florence and Marinette, along with the cities and towns in those counties.

All bank statements have been reconciled through March 2024. I am in the process of receiving the April bank statements at this time.

I have been maintaining the position of treasurer, performing all duties assigned to the position along with learning more about the clerk's position so that I can help whenever needed.

Thank you.

Cory Hoffmann, Deputy Clerk, Treasurer

Clerks Report April/May 2024

Elections: Final closeout from the April 2nd election has been completed. Notices were sent out to all absentee applicants who failed to return a ballot. ERIC mover cards have been processed with notice of possible registration deactivation letters have been sent to all undeliverable recipients.

Liquor Licenses: I have attended multiple training sessions regarding several changes with the State of WI overhaul of the Alcohol Division under Act 73. I am registered for a class in July to help guide municipalities in updating their local alcohol ordinances to reflect the changes. Liquor License renewal packets were emailed in a batch this year with notices of changes and new forms. License holders are beginning to return the forms but with new questions and required information, I've had to contact/work with many for corrections. One change to be aware of; the Class C Wine license that previously required the license only to be issued only in conjunction with a restaurant, now allows for any establishment that would otherwise qualify for a license. This includes places like beauty salons to be able meet the qualifications to sell wine. They would have the same rules with licensing, requiring someone who has completed the Responsible Beverage Training to be always on site, and underage clients would need to be accompanied by an adult to be in the establishment. We have had an inquiry into the new regulations, but no application has been submitted.

I have processed the Chambers wine walk temporary "Class B' licenses and the temporary "Class B" Wine and Class "B" Beer license for the Vilas County Fair.

Operators Licenses: It's been a very busy month for operator licensing as the term expires on June 30, the same as all liquor licenses. The new fee has not returned *any* feedback at all, it was a reasonable increase.

Permits/Licenses: I've processed a few reoccurring event applications this month, the Vilas County Fair, Veterans Memorial Day Program, Abundant Life Vacation Bible School, and the Pickleball Association hours. I've also got reoccurring direct sellers permits for Sloppy D's food truck and Three Lakes Cheese Haus.

Praise in the Pines has been working with City Hall and ERPD on dialing in their event at the NPSD Fieldhouse.

ERLW, ERPD, ERFD, EMS and possible other entities have submitted an application for National Night Out with giveaway items for kids and demonstrations. Mike Sanborn submitted the application on behalf of all entities.

Eagle River Historical Society in conjunction with Hawks Nest has submitted the application for canoe races on the River along the Boardwalk at Riverview Park. Vito Bortolotti will be in attendance to discuss this 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.

Fireworks Permit: Kenny Body, owner of Kenny's Elite Auto Detail & Tinting, has submitted a fireworks permit application for the city 4th of July show. Fire Chief Michael Anderson is against the July 5th rain date and has put some restrictions on winds, stating: "I am aware of his plan. However, because of its proximity to the school, I don't think it is a great idea. I will impose the same restrictions as in previous years, with the additional restriction of a west wind. This means the fireworks will be canceled if the wind blows from the Northwest, West, or Southwest." Rob Hom provided the following: "The proposed site for the fireworks is off Bolte Road. Kenny proposes to use the area adjacent to the stump dump as the launch site. It is more than a mile from the school and about 4,000 feet from the airport ramp (where there will be about \$10 million + of airplanes parked for the 4th long weekend). The airport commission granted approval to use airport property outside the fence – conditional on his ability to get adequate insurance coverage." The firm (Mr. Body) would need to provide a pyrotechnics certification, and a certificate of liability for no less than \$5,000,000 with City of Eagle River and Eagle River Union Airport named as additional insured. Barnes also recommended adding a waiver of subrogation for both the city and the airport. Mr. Body is also requesting that the City, at no expense, place the order for the fireworks as the price savings would be substantial. Attorney Garbowicz recommends the City does NOT do that. Garbowicz, Hom, Anderson, Dobbs and Mr. Body will be available at the 5/14 meeting for discussion/action.

Garbage and Recycling: I was contacted by Mike Koehler, Operations Manager at Republic Services for the possible implementation of a uniform recycling pick up day throughout the City instead of having two different zones. They are in the infancy stage of the process but hope to begin in August. We would need to do an informational campaign to let our residential contract customers know, possibly through a notification included in Eagle River Light and Water July billing.

Reminder: Spring Yard Waste cleanup will be held May 22.

Insurance: Included "The Square" on the City insurance policy.

NAN financing: All required filings with Quarles and Brady bond counsel for the NAN for 3rd and Spruce/ Silver Lake/Maple street projects have been timely completed for the anticipated finalizing on May 6 and close on May 15.

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

Open Records Requests: I have had no open records requests for the City of Eagle River.

Department of Revenue Form Filing: All tax-exempt certification forms, PC-220, have been returned to me. Mailing address updates have been submitted to Vilas County Land Information, incomplete and forms that needed correcting have been addressed. All data obtained from the bi-annual reports has been compiled and DOR form PC-226 Taxation District Exemption Summary Report has been filed with the DOR.

The 2023 Room Tax Report, DOR form SL-304, has been completed and submitted by the May 1 due date. First quarter 2024 reporting and payments have been collected and settlement will be completed by the end of May.

The 2024 Expenditure Restraint Incentive Budget worksheet, DOR Form SL-203 has been completed and submitted by the May 1, due date.

The DOR has provided new forms to comply with the Maintenance of Effort (MOE) reporting requirements created under 2023 WI Act 12. The certification forms for fire (SL-308) and EMS (SL-309) have been forwarded to the Fire Department and Aspirus Ambulance Director for completion by June 15 so I can use their certifications to complete the city compliance reporting form SL-305, due July 1. Note that late filing on this will result in penalties to our Shared Revenue.

The 2023 Personal Property Value Report, DOR Form PA-115, is for calculating the WI Act 12 personal property aid payment from the State. This form sets the amount the City will get for aid in the future based on 2023 personal property values. The report is quite extensive, and I have been in touch with Justin Servin, our Assessor, for information. The Assessor will be an integral part of completing this form. The airport hangars and TID district information will also come into play. It's due July 1, and is a one time, post repeal, reporting form. Just want to put it on the radar and assure you all that I'm on it.

I have reached out to the surveyor Greg Maines for an update on the process at the airport for converting personal property to BFI (Building Fixtures Improvements) for 2024. Maines has all the field work done and is working on the mapping. Once he is able to get the legal descriptions completed, I will complete the BFI forms to get the deeds recorded with register of deeds. *Then* I can start the process of putting together a usable template to create our own tax forms for billing 2024 taxes for each of the hangars.

Federal Form 8849 – Claim for Refund of Excise Taxes: I've submitted a request to the IRS to relook at our denied request for refund of excise taxes for tax paid on fuel for the golf carts.

Meetings: Following the April meetings, all licenses and permits were produced, mailed/mailed to the applicants. Finance Committee draft minutes were produced, and the April City Council regular and special 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 the physical resolution book. All Clerk items were added to the May agenda. All Clerk supporting documents for the May Finance and City Council meetings 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 44% complete.

The Board of Review will need to be adjourned to a later date due to the revaluation. A Class 1 notice was published to hold the BOR meeting on June 4, 2024, at noon for the purpose of adjourning to a later date, anticipated to be August 22, 2024. Member training will need to be taken before the August 22 date. The Assessor will keep us on track with this process. DOR Form BOR-A was due April 22 and is to be filed by the Assessor. The Assessor has NOT filed the form and I have been in contact with them about it. They report that the DOR would rather they wait until a firm date has been established rather than amend so wrong dates don't become available to those inquiring.

PILOT: The termination of St. Marys of the Snows PILOT agreement has been initiated with Attorney Garbowicz, with Mayor and I signing off on the termination agreement. The parcel will move to tax exempt for the 2024 tax roll.

City Hall: Carpets have been cleaned, City Hall windows have been washed, flags have been checked and those that needed it, replaced, dumpster delivered at T-docks, Porta Potties at Minnesota St Park and Park behind city hall, all park toiletries are stocked for summer, and the planters at the entrance of City Hall are weeded, mulched and ready for the Master Gardeners to plant.

The Square bathroom and serving area dispensers/disposal items were ordered, delivered at the end of April, and ERRP is overseeing the installation at the Square.

Becky J Bolte
Clerk – City of Eagle River