



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, JUNE 11, 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) May 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 6/7/24*



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, JUNE 11, 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) Operator’s licenses: REGULAR: Peter Anderson III, Robert Drow, Amanda Gingerich, Coral Gensing, Julie Kitzke, Joseph Lafata, Andrew LaFrombois, Greta Liermann, Danielle Mazur, Alexis Thomas, Hannah Doepke, Tina Hansen, James Ovsak, Karen Sailer, Donna Timm, Thomas Timm, Donna Sachs, Kendra Schaffer, Nicolas DiPersio, Brendon Burns, Linda Boyer, Wendy Haagen, Alexander Wentz TEMP: Kirsten Eddy PENDING: Anna Polack, Briana Dempsey, Sarah Tschannen, Katelyn Brand
- b) 7/1/24 – 6/30/25 Intoxicating Liquor and/or Fermented Malt Beverage License Renewals:

Name	DBA	Physical Address	Agent
<u>Class A Combination Liquor and Fermented Malt Beverages:</u>			
CMAJ Co	Arrow Gift Shop	201 E Wall St	Mary Kate Hayes
DolgenCorp LLC	Dollar General Store 9967	1060 E Pine St	Jessica Allen
Indianhead Oil Co LLC	Circle K #2746049	226 S Railroad St	Deborah Clemens
Indianhead Oil Co LLC	Circle K #27446257	928 N Railroad St	Phyllis Clate
Krist Oil Co	Krist Food Mart	114 W Pine St	Stacy Oas
Kwik Trip Inc.	Kwik Trip 131	201 W Wall St	Jennifer M Framnes
T.A. Solberg Co Inc.	Trigs Food and Drug	925 E Wall St	Jodi L Ruck
T.A. Solberg Co Inc.	Trigs Shell Eagle River	1005 E Pine St	Jodi L Ruck
Ultra Mart Foods LLC	Pick-n-Save #6351	711 N Railroad St	Gregory Butler
Walgreen Co	Walgreens #12545	108 W Wall St	Melissa Upchurch
<u>Class A Liquor:</u>			
Aiello’s on Wall St LLC	Aiello’s on Wall Street	208 E Wall St	Tina M Aiello
<u>Class B Combination Liquor and Fermented Malt Beverages:</u>			
Blaze Champeny	Turkey’s Clubhouse	457 E McKinley Blvd	Blaze Champeny
Hiker Box LLC	The Hiker Box	211 S Railroad St	Thomas Stephens
Dantam1985 LLC	LP’s Pizza & Pasta	207 E Wall St	Daniel G Ullsperger
Edy B’s Inc	The White Spruce	419 N Railroad St	Clarence E Blankenship
Erins Pub & Grub LLC	Erins Pub & Grub	933 N Railroad St	Erin Dreger
Riverstone Brewing Co LLC	Riverstone Brewing Co	219 N Railroad St	Kimberly Simac
Hodag Hospitality Holdings LLC	Eagle Lanes	534 W Pine St	Michael A Kocourek
Smugglers LLC	Smuggler’s	123 S Railroad St	Renee Holman
Jessica’s Cucina LLC	Bortolotti’s Cin Cin	1114 N Bluebird Rd	Jessica Bortolotti-Johnstone
The Craftsman American Tav	The Craftsman American Tavern	118 S Main St	Danny Goodrich
The Tiny Tap LLC	The Tiny Tap	127 S Railroad St	Mark J Vanden Boom
The Warehouse Inc.	The Warehouse	107 S Railroad St	Kim M Adamovich
Veterans Resource Center Inc	Veterans Resource Center	418 W Pine St	Dennis Geiseman
WCD Complex LLC	WCD Complex	1311 N Railroad St	Thomas M Anderson
Williams Supper Clubs LLC	Williams Pine Gables Supper Club	1002 W Pine St	Gregory B Williams
<u>Class B Beer:</u>			
Hodag Hospitality Holdings LLC	Hi Pines Campground LLC	1919 Hwy 45 N	Michael A Kocourek
<u>Class B Beer and Class C Wine:</u>			
ER Walkers LLC	Leifs Café	904 N Railroad St	Raul Torres
Hodag Hospitality Holdings LLC	Vilas Cinema	214 E Wall St	Michael A Kocourek
Mary Kate’s Wine Bar	Mary Kate’s Wine Bar	205 E Wall St	Mary Kate Hayes
Trees for Tomorrow Inc.	Trees for Tomorrow	519 E Sheridan St	Amanda Gingerich
Andy’s Up North LLC	Andy’s Pontoon Saloon	220 E Wall St	Andrew Lichtfuss

- c) Direct Sellers Permit: Tree Rip Fruit Company, Tanner Spaude seller – 6/22/24 and 7/13/24 at 810 N Railroad, 9 – 10:30AM, Retail sale of produce
- d) Parade Application: NPHS Student Council – Homecoming Parade, 9/27/24 4:15PM City Hall to Friendship House on Wall St.
- e) Request to keep one teacup potbelly pig at 313 N 1<sup>st</sup> Street

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CITY OF  
**EAGLE RIVER**  
*Wisconsin*

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- f) MSA Monthly Update
    - i. Approval of soil boring quote for Silver Lake Road project engineering, American Engineering Testing, \$5,100
  - g) Baird policy presentation
    - i. Debt Management Policy
    - ii. Fund Balance Policy
    - iii. Investment Policy
  - h) Golf Course Updates from Golf Pro and Greens Superintendent
  - i) Light & Water
    - i. Resolution #1041 to adopt the 2023 Compliance Maintenance Annual Report for the Wastewater Treatment Plant.
  - j) Potential dog park locations
  - k) Approve payment of the bills for the City and the Golf Course
  - l) Police chief monthly update on departmental activities
  - m) Administrator's monthly update on activities of all departments
  - n) Treasurer's monthly update.
  - o) Clerk's monthly update
  - p) Street Closing/temporary sign/amplification/display of goods permits: WRJO Street Dances, July 11,18,25 and Aug 1,8,15,2024, 7:00PM -9:00PM, Intersection of Wall Street and Main Street.
- 7. Adjourn.**

May 14, 2024

A meeting of the Finance Committee of the City of Eagle River was called to order at 5:15PM by Mayor Hyslop.

Roll Call: Ron Kressin, Kim Schaffer, Diane Marquardt with Jerry Burkett joining after roll call. 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 April 2024.

Treasurer report of any and all late payments and penalties. Hoffmann reported none.

April Financial Review: Hoffman reported BAIRD would be presenting financial review at the City Council meeting.

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

*Motion by Burkett, 2<sup>nd</sup> by Kressin to adjourn at 6:55PM. Carried, all.*

Becky J Bolte – City Clerk

May 14, 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 Chris Oatman and was recited by all present.

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

*Motion by Burkett, 2<sup>nd</sup> by Kressin to approve the minutes of the 4/9/24 Finance Committee and Common Council meeting and 4/23/24 Special City Council meeting. Carried, all.*

A) Fireworks permit application – Kenny Body of Kennys Elite Auto Detail and Tinting: 7-4-2024 fireworks application to have display at Eagle River Union Airport. Mr. Body presented to the Council that he would be contracting with Spielbauer Fireworks Co. Inc. for a 4<sup>th</sup> of July fireworks display at Eagle River Union Airport. A copy of the Spielbauer Fireworks Co. Inc proposal was supplied to Council. The proposed site for the fireworks is off Bolte Road. Rob Hom reported the airport commission granted approval to use the airport property outside the fence at the Bolte Road location conditional on Mr. Body's ability to provide adequate insurance coverage. Fire Chief Michael Anderson stated the application had a rain date of July 5 listed to which he would not approve and had previously conveyed to Mr. Body. Anderson also reminded that the fire department would impose the restriction of cancellation if there were winds from the Northwest, West, or Southwest. Council discussed concerns about the proximity to the school with Mr. Body stating the school would be out of range at .9 miles away and with the ERFD cancellation restriction of any west winds, the school would not be affected. Bolte reported LWMMI Matt Becker requested the following coverage: \$5,000,000 liability coverage with City of Eagle River and Eagle River Union airport named as additional insured along with waivers of subrogation for both with City of Eagle River and Eagle River Union Airport. Mr. Body withdrew his request to have the City purchase fireworks as it was not recommended by City Attorney Garbowicz. *Motion by Burkett, 2<sup>nd</sup> by Kressin to approve the fireworks permit application for a 4<sup>th</sup> of July Fireworks Display to all named parties, Mr. Kenneth Body and Spielbauer Fireworks Co. Inc., subject to all ERFD cancellation restrictions for West, Northwest, or Southwest winds, the removal of the July 5<sup>th</sup> rain date, proof provided to Clerk of contract with Spielbauer Fireworks Co Inc that includes proof of required \$5,000,000 liability insurance with City of Eagle River and Eagle River Union Airport named as additional insured and*

*waiver of subrogation for both the City of Eagle River and Eagle River Union Airport. Roll call vote - Ayes: Burkett, Kressin Nays: Schaffer, Marquardt Tie breaker vote of Aye: Mayor Hyslop. Carried.*

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

*Motion Burkett, 2<sup>nd</sup> by Schaffer to approve presented permit to Vilas County Veterans Service Office/Veterans Memorial Day Program – Amplifying Device/Street Closure, 5/27/24, Vilas County Courthouse, 11:00am – 12:00pm. Carried, all.*

*Motion by Kressin, 2<sup>nd</sup> by Marquardt to approve presented permit to 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. Carried, all.*

*Motion by Burkett, 2<sup>nd</sup> by Kressin to approve presented permit to ERLW and local EMS/National Night Out – Display of goods/Temp Signs, kids safety type fair with equipment displays, August 6, 2024, Area N of City Hall, 2:00pm – 6:00pm. Carried, all.*

*Motion by Schaffer, 2<sup>nd</sup> by Kressin to approve presented permit to 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. Carried, all.*

*Motion by Kressin, 2<sup>nd</sup> by Schaffer to approve presented permit amendment to Chamber of Commerce/Sip and Shop Wine Walk – Road Closure/Food Trucks/Amplification, June 15, 2024. Carried, all.*

*Motion by Burkett, 2<sup>nd</sup> by Schaffer to approve presented permit to 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 – 12:30PM. Carried, all.*

*Motion by Burkett, 2<sup>nd</sup> by Kressin to approve presented permit to Abundant Life Church/Vacation Bible School - Temporary Signs at Capich and Wall. Carried, all.*

**C) Picnic Licenses:**

*Motion by Schaffer, 2<sup>nd</sup> by Kressin to approve Vilas County Fair – Temporary Class “B” Beer/“Class B” Wine, Aug 8-11, 2024. Carried all*

*Motion by Kressin, 2<sup>nd</sup> by Schaffer to approve 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, Tremblay’s Sweet Shop, Eagle Craft and Hobby, Fredricks Corner Shoppe, LakeTime Management, Minocqua Popcorn and Puffs, Lyn’s Antiques, Splash Soap Company, Eye on Entrepreneurs. Carried, all.*

**D) Operator’s licenses:** 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 Kaczkowski, 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, Russell Radowicz, Bradley Roberts, Alexandra Schiessl-Moore, Cindy Schultz, Phoebe Spier, Sharon Stapleton, Justin Wendorf, Lisa Wendorf, Lauren Wondrash, Christine Yurk. *Motion by Schaffer, 2<sup>nd</sup> by Kressin to approve regular operators licenses as presented, Carried, all.*

TEMPORARY: Jacki Greene, Kathy Holperin, Catherine Russel, David Stauffacher. *Motion by Schaffer, 2<sup>nd</sup> by Marquardt to approve temporary operator’s licenses as presented. Carried, all.*

Late application PENDING: Kristine Pieper. *Motion by Schaffer, 2<sup>nd</sup> by Burkett to approve pending regular operator license upon review and approval from Police Chief. Carried, all.*

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

*Motion by Kressin, 2<sup>nd</sup> by Burkett to approve taxi drivers license to Kenneth Allison for Allisons Bar Bus, LLC contingent on applicant providing Clerk proof of required CDL endorsement. Carried, all.*

F) Direct Sellers Permit: *Motion by Schaffer, 2<sup>nd</sup> by Kressin to approve 6-month direct sellers permits as presented to Three Lakes Cheese Haus at Nelsons Ace parking lot and Sloppy D's food truck, for a term ending November 14, 2024. Carried, all.*

G) 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. Ginner presented the 18' easement agreement drafted by City Attorney Steve Garbowicz. The easement is one 18' long strip along Ohio Street and is requested for ingress, egress and utilities for the development of up to eight homes. Discussion on reasons for keeping the strip with Sanborn stating he did not want to let go of the land but would support the easement. *Motion by Burkett, 2<sup>nd</sup> by Kressin to approve the presented easement agreement to Don Tomlanovich and any associated entities. Carried on a roll call vote, all.*

H) RW Baird: Adam Ruechel of BAIRD presented a proposed 2025 budget timeline and City of Eagle River Quarterly Financial Report. Discussion on the library budgetary request being a separate budget line item. Ruechel responded that it is based on State Statute. Discussion on the Library being owned by the Town of Lincoln. Deb Brown asked why the City is paying BAIRD to do financials with Ginner stating that BAIRD is establishing needed policies. Ginner to provide Brown with the expense to the City to have BAIRD provide this service.

I) MSA Monthly Update: A written update was provided by Kriesel including 2024 Street Improvement project information, and information on the Silver Lake Road project that has been awarded a MSID grant with WISDOT in the amount of \$320,971.32. *Motion by Burkett, 2<sup>nd</sup> by Schaffer to approve the MSA contract to design and bid Silver Lake Road project for 2025 construction season. Carried on a roll call vote, all. Motion by Kressin, 2<sup>nd</sup> by Schaffer to approve MSA contract to manage Maple Street resurfacing project for 2024 construction season. Carried on a roll call vote, all.*

J) Planning Commission:

Rotary Square sidewalk modification – Sidewalk addition east from building to First Street, railings across back sidewalk. Schaffer presented this plan was presented to the planning commission and is recommended for approval. *Motion by Schaffer, 2<sup>nd</sup> by Kressin to accept the planning commission recommendation and approve the sidewalk modification at the Square as presented, adding a sidewalk East from building to Frist Street and installing railing across back sidewalk. Carried on a roll call vote, all.*

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. Schaffer presented this CUP was presented to the planning commission and is recommended for approval. Beversdorf stated he is aware that the building is registered as a historical building and will follow the guidelines as such. Beversdorf is looking to convert the upper level of the structure at 115 S Third Street into 4-6 one and/or two-bedroom flats in the financially accessible range for sale or possible long term rentals. The lower level would be for light commercial businesses such as a yoga studio. Parking is available on the lot with an additional parcel available to purchase if needed for parking. *Motion by Schaffer, 2<sup>nd</sup> by Kressin to accept the planning commission recommendation and approve the conditional use permit as presented for remodeling a structure to house a multi-family housing development at 115 S. Third St. Carried on a roll call vote, all.*

Seating installation in parking stall owned by Hooked & Tagged, 128 S. Railroad Street, Parcel 221-1025-09. Schaffer presented that this was brought to the planning commission, stating the area is 16' from the building to the end of their lot line which is approximately the width of the first parking stall adjacent to the building. The parking stall is privately owned by the business, so the planning commission is only concerned about creating a barrier to designate/separate the area to prevent motorists from driving through it or causing traffic issues by turning into it before realizing it was not a parking stall. Dobbs cited safety concerns of people turning into the long-time parking stall that is now being converted into a seating area. Dobbs stated she would rather see bollards than the plastic fencing for safety. Zidek presented they will develop the seating area designation in the future with big planters and cement structures, but for now would have plastic fencing to visually designate area. Schaffer explained the planning commission discussion on using a bike rack in the second stall for another layer of buffer, but once measurements were taken, the private property ends within the privately owned first stall so the city would not give up city parking stall for a bike rack. Discussion on the placement of the fence at the sidewalk requiring the fence be pulled back into the property to allow for pedestrian traffic on the sidewalk. *Motion by Burkett, 2<sup>nd</sup> by Kressin to accept the planning commission recommendation and approve a seating installation in the privately owned parking stall adjacent to the building at 128 S Railroad St subject to Zidek working with Police Chief Dobbs and DPW Foreman Adamovich for approval on fence placement to designate/separate the area for safety. Carried on a roll call vote, all.*

K) Dog park behind City Hall (for discussion only, no action) Burkett stressed the constituents call for a City of Eagle River dog park. Discussion on available locations and ways to get a dog park in the City moving forward. Ginner to provide Council with possible locations around the Eagle River airport for the June Council meeting.

L) Golf Course Updates from Golf Pro and Greens Superintendent: Sable provided a written report noting we opened earlier this year, so he doesn't have an April 2023 to April 2024 sales comparison. He presented sales figures for April 2024. Sable reported beautification at the course is making a big impact. Aderson was working to get a cracked irrigation pipe in the river repaired so he was unavailable for update.

Approval of Silver Lake Beach concession stand lease to Blaze Champeny and any other for the Summer 2024 season: Ginner presented a lease agreement for the concession stand at Silver Lake Beach Park drafted by City Attorney Garbowicz. The rent amount was not filled in as it will need Council to determine. *Motion by Burkett, 2<sup>nd</sup> by Kressin to approve Silver Lake Beach Park concession stand lease as presented, to Blaze Champeny and any corporations he may own, for a term of May 27, 2024 – September 2, 2024 with rent of \$100 for the season/term, contingent on background check on any concession stand employees, and providing Clerk with proof of liability insurance. Carried on a roll call vote, all.*

M) Town of Lincoln – Offer of Road Transfers to City of Eagle River: Ginner presented that she had been in contact with Bill Hassey, Town of Lincoln Chair regarding portions of road that are currently owned by Lincoln. Hassey has offered to transfer ownership, of the following portions to the City of Eagle River: East Wall Street from Capich to White Pine (Approx. 1799.32 feet, including the portion of E Wall that cuts behind the diner) and 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), with no fee involved. *Motion by Burkett, 2<sup>nd</sup> by Kressin to pursue transfer of ownership of the portions of the road and road ROW proposed by the Town of Lincoln. Carried on a roll call vote, all.*

N) *Motion by Schaffer, 2<sup>nd</sup> by Kressin to approve 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 as presented. Carried on a roll call vote, all.*

O) *Motion by Kressin, 2<sup>nd</sup> by Burkett to approve sidewalk replacement bids from American Eagle Concrete for 210 S. Main Street, \$11,385.00 and for S. First Street at Rotary Square, \$24,375.00. Carried on a roll call vote, all.* Ginner added that a second round of bid publishing was done with no responses.

P) Motion by Burkett, 2<sup>nd</sup> by Schaffter to approve 2024 chip seal bid from Fahrner for a total of \$78,078.37. Carried on a roll call vote, all.

Q) Approve payment of the bills for the City and the Golf Course. Motion by Kressin, 2<sup>nd</sup> by Marquardt to approve payment of the bills for the city and the golf course as recommended by the Finance Committee. Carried on a roll call vote, all.

R) Police chief monthly update on departmental activities. Chief Dobbs provided a written report of monthly activity. Assistant Chief Ross provided a written report for Council.

S) Administrator's monthly update on activities of all departments. A written report was provided by Ginner that included departmental activities and 2024 project updates. Ginner added that the golf course building experienced some flooding in the basement at the clubhouse. Ginner to pull together estimates for roofing, shoring up of foundation, and Sure Dry in basement to bring back to Council for consideration.

T) Treasurers monthly update: Hoffmann provided a written report for review. Hoffman added that the golf course still owes the city approximately \$50,000 from 2023 and she will be pulling from them as soon as funds allow.

U) Clerk's monthly update: Bolte provided a written report/Clerk position procedural update for review. Bolte added that the buoy placements have been corrected as someone had added a fifth buoy, pulled from downstream. Jared Adamovich placed buoys as approved by DNR waterway permit.

V) Garbage Haulers Permit: AKAR Disposal – Andy Skarbek Motion by Schaffer, 2<sup>nd</sup> by Marquardt to approve garbage haulers permit to AKAR Disposal – Andy Skarbek for a term of 5/1/2024 – 4/30/2025. Carried, all.

6. Motion by Burkett, 2<sup>nd</sup> by Schaffer to adjourn to Closed Session at 7:35PM according to Wisconsin State Statute: 19.85 (1) (b) Considering dismissal, demotion, licensing or discipline of any public employee or person licensed by a board or commission or the investigation of charges against such person, or considering the grant or denial of tenure for a university faculty member, and the taking of formal action on any such matter; provided that the faculty member or other public employee or person licensed is given actual notice of any evidentiary hearing which may be held prior to final action being taken and of any meeting at which final action may be taken. The notice shall contain a statement that the person has the right to demand that the evidentiary hearing or meeting be held in open session. This paragraph and par. (f) do not apply to any such evidentiary hearing or meeting where the employee or person licensed requests that an open session be held. AND according to Wisconsin State Statute: 19.85 (1)(f) Considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigation, Operators License Application(s). Carried on a roll call vote, all.

Motion by Kressin, 2<sup>nd</sup> by Schaffer to reconvene in Open Session at 7:52PM according to Wisconsin State Statute 19.85(2) with possible action on closed session agenda items. Carried on a roll call vote, all.

Motion by Burkett, 2<sup>nd</sup> by Kressin to deny an operator's license application to Emily Prien. Carried, all.

Motion by Burkett, 2<sup>nd</sup> by Schaffer to adjourn the meeting at 7:58PM. Carried, all.





**City of Eagle River  
Application for Direct Sales Permit**

To PD 5-28  
on agenda  
Pull chkr - permission back  
to original

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

**For Office Use ONLY:**  
 Application Rec'd: \_\_\_\_\_ Permit Fee Paid: \_\_\_\_\_ Authorization Letter Rec'd: \_\_\_\_\_  
 Date Given to PD: \_\_\_\_\_ Date Returned from PD: \_\_\_\_\_  
 Permit # Assigned: \_\_\_\_\_ Permit Mailed: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Fee Schedule: 1 Week \$50.00 • 1 Month \$75.00 • 6 Months \$150.00 • 1 Year \$250.00**  
**Promoter Fee per Event \$250.00 (when applicable)**

**EMPLOYERS NAME:** Tree-Ripe Fruit Co.  
 Address: 440A S Lapham St, Oconomowoc, WI 53066 Telephone #: (888)873-3747  
 Telephone #: ( ) Birthdate: \_\_\_\_\_  
 (Must be at least 18 years of age)  
 Eye Color: \_\_\_\_\_ Hair Color: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

**SELLERS NAME (if different than employer):**  
Tanner U Spaude  
 Address: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
 Telephone #: ( ) Birthdate: \_\_\_\_\_  
 (Must be at least 18 years of age)  
 Eye Color: \_\_\_\_\_ Hair Color: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Location (i.e., landmark or intersection) of Event:  
Propane Products (Former Shopko Lot) 810 N Railroad St.

Date(s) of Event: 6/22/24 & 7/13/24 from 9-10:30am

Nature of business being conducted and description of goods being offered:  
Retail sale of produce to the public from our truck located on private commercial property.

Georgia peaches and pecans, Michigan blueberries, New Mexico pistachios.

Proposed method of delivery, if applicable: Customers receive goods at time of sale.

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

- Vehicle #1 Rental Vehicle TBD
- Vehicle #2 \_\_\_\_\_
- Vehicle #3 \_\_\_\_\_

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

  
 Signature of Employer or Applicant

5.16.24  
 Date

**Registration Requirements:**

**Attach a photocopy of driver's licence or valid identification.**

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

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

List other Cities, Villages, or Towns, not to exceed three (3), where permission was allowed to conduct a similar business:  
Rhineland WI, Minocqua WI, Antigo WI

Statement as to whether the applicant has been convicted of any crime or ordinance violation related to applicants transient merchant business with in the last five (5) years: NA

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

  
*Signature of Applicant*

5-16-24  
*Date*



**For Office Use:**

Results of the investigation by the Police Department: \_\_\_\_\_

\_\_\_\_\_  
*Signature of the Chief of Police*

\_\_\_\_\_  
*Date*

Application Approved: \_\_\_\_\_ Application Denied: \_\_\_\_\_

Reason if Denied: \_\_\_\_\_

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

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

\_\_\_\_\_  
*Signature of City Clerk / Treasurer*

\_\_\_\_\_  
*Date*

# City of Eagle River

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

## PARADE Application

Today's Date: 6/4/2024 Date and Time of Parade: 9/27/2024

Parade Route – Please fill in route on attached map: Start at ER Police Station. Head east on Maple, south on Silver Lake, west on Wall Street

Organization Name: NPHS Student Council

Address: 1800 Pleasure Island Road, Eagle River, WI

Phone: 715-479-4473 Email: atilley@npsd.k12.wi.us

### Responsible party on behalf of the organization:

Name: Amber Tilley

Address: 1800 Pleasure Island Road, Eagle River, WI

Phone: 715-617-2627 Email: atilley@npsd.k12.wi.us

### Notice of Ordinances & State Statute:

Chapter 86, Article VI. – Parades, Sec. 86-300.

- (a) It shall be unlawful to conduct a parade in the city without the written authorization of the chief of police.
- (b) A parade for the purposes of this section shall be considered individuals and/or vehicles, or motorized floats passing in review of the public for purposes to entertain the public, or to promote a business, or activity.
- (c) It shall be unlawful during a parade to distribute candy and/or materials to the public except by an individual walking along the edge of the street to distribute candy and/or materials to individuals. Candy and/or materials shall not be thrown, or dispensed from moving vehicles taking part in the parade, and nor should the public be encouraged to enter upon the street to retrieve items.
- (d) Individuals requesting permission to conduct a parade in the city shall be notified of this section.
- (e) Violators of this section shall be subject to a fine not to exceed \$500.00 plus costs.

INITIALS AT

Chapter 10 – Animals, Sec. 10-4. Control of dogs and cats.

(c) *Removal of animal feces.* No owner or person having custody of any dog, cat or other animal shall permit such dog, cat or other animal to defecate on any school ground, public street, alley, sidewalk, tree bank, park or any other public grounds or private property within the city, other than the premises of the owner or person having custody of such dog, cat or other animal, unless such feces is immediately removed by the owner or other person having custody of such animal.

INITIALS AT

Wisconsin State Statute 346.215 (2)(a) 346.215 Emergency vehicles operated as escorts and rights-of-way related to escorted vehicles.

(1) In this section, "emergency vehicle" means an authorized emergency vehicle as defined in s. 340.01 (3) (a), (c), (dm), (e), (f), (g), (h), or (i).

(2) (a) Except as provided in par. (b), and notwithstanding s. 346.03 (1) and (4), the operator of an emergency vehicle escorting any vehicle or procession of vehicles may exercise the privileges specified in s. 346.03 (2) (b) if the operator of the emergency vehicle is giving visual signal as described in s. 346.03

(3). The operator of the emergency vehicle under this subsection is not required to give an audible signal as described in s. 346.03 (3). This subsection applies only if the vehicle, or in the case of a procession of vehicles the entire procession, is escorted by at least 2 emergency vehicles, at least one of which is leading the vehicle or procession of vehicles and at least one of which is at the rear of the vehicle or procession of vehicles, and only if the requirement under sub. (4) is satisfied. Notwithstanding ss. 346.18 (3), 346.37 (1) (c) 1., and 346.46 (1) and (2), any operator of a vehicle being escorted under this subsection may accompany these emergency vehicles as they proceed past any red or stop signal or stop sign in accordance with the privileges specified in this subsection.

(b) The operator of an emergency vehicle escorting a vehicle or procession of vehicles, and the operator of any vehicle being escorted, shall yield the right-of-way in accordance with s. 346.19 upon the approach of an authorized emergency vehicle giving an audible signal by siren.

(3) Except as provided in sub. (2) (b), the operator of a vehicle other than an escorted vehicle or escorting emergency vehicle shall yield the right-of-way at an intersection to an escorted vehicle or escorting emergency vehicle and shall not, except when authorized to do so by a traffic officer, drive between these escorting and escorted vehicles.

(4) The privileges specified in sub. (2) (a) do not apply to the operator of an emergency vehicle unless, prior to escorting any vehicle as provided under sub. (2) (a), the employer of the operator of the emergency vehicle has provided written guidelines for its employees regarding the escorting of vehicles under this section.

INITIALS aj

Notice of Policy:

Due to the possibility of damage to vehicles parked on the street, it is the policy of the Eagle River Police Department to deny any parade application where distribution of candy will be allowed unless a street closure permit has been granted by the City Council and all parked motor vehicles have been removed from the parade route for the event.

Hold Harmless Agreement:

The organization and responsible party applying for the parade permit shall indemnify and hold harmless the City, its officers, agents, representatives and employees, and shall defend the same from and against all liabilities, claims, losses, damages, interests, actions, suits, judgments, costs, expenses, attorney fees and the like, to whomsoever owed and by whomsoever brought or obtained, which may in any manner result from or relate to or arise in the course of any act or failure to act by the City in connection with its permitting of said parade which is hereby sought by the organization and responsible party.

INITIALS aj

I swear or affirm that I have read and understand the above mentioned notices and agreements, and that I have the authority to act on behalf of the organization listed in this application as the responsible party.

Amber Lili

Signature of Responsible Party

6/4/24

Date

FOR OFFICE USE ONLY:

Approved

Denied

Chief of Police or Designee

Date



*Begin*

*End*

egger Automotive

Eddie B's White Spruce Inn

Bridgewater Inn

Vilas County Courthouse

Eagle River Main Street (Revitalization) Program

Chamber-Commerce

Riverview Park

Northwoods Childrens Museum

Kwik Trip

The American Tavern

Walgreens

McDonald's

Walden's Super 8 by Wyrtham

Eagle River

Eagle Lanes

egger Automotive

Eddie B's White Spruce Inn

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Eagle Lanes

First Weber Realtors - Eagle River

Eagle Trail Estates

Eagle River

egger Automotive

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Walgreens

McDonald's

Walden's Super 8 by Wyrtham

Eagle River

Eagle Lanes

First Weber Realtors - Eagle River

Eagle Trail Estates

Eagle River



Dear Town Board,

Our names are Madisen Frankenberg and Julio Ridgley. We recently got a potbelly pig for companionship and as a family pet and are hoping for your approval that he may continue to be in our family. His name is Albert and he is a teacup pig (or potbelly pig). He is currently 3 weeks old, and not even a foot long in size. When Albert is fully grown, he will only be about 40 pounds; comparable to a medium sized dog. These pigs are highly intelligent animals that are capable of learning just as well as your typical dog, if not better. He is a domestic pig, not the typical farm pig you may generally think of. He is litter box trained, and sleeps indoors. Albert will also exercise outside, but mostly in our fenced in backyard, so he will not be able to wander or disrupt other people's property. He is also a quieter animal and doesn't disrupt the peace with any sorts of loud, unwanted noises. If he is away from our property he will be on a leash and walk on the sidewalks, and we will also make sure to pick up after he goes to the bathroom, just like you would a dog. We also will make sure Albert stays up to date on any shots or medication to keep him and those around him healthy. Furthermore, we would like to thank you for your time and consideration with this matter.

Sincerely,  
Madisen Frankenberg and Julio Ridgley







# Frankenberg



715-337-5780

julioridgley2001@gmail.com

# Animal Approval Statement

## For: Potbelly Pig

### Madisen Frankenberg & Julio Ridgley

Dear Neighbors,

We recently got a potbelly pig as a pet and are looking for your approval in the form of a signature so we can present it to the town board, to get a permit to officially have this pet.

To give you more information on the pig: His name is Albert and he is a teacup (or potbelly) pig. Pigs are highly intelligent animals that are capable of learning just as well, if not better than your typical dog. Albert is currently 2 weeks old and is not even a foot long. When he is full grown he will only be about 40 pounds, or to compare about the size of a medium dog. He is a domestic pig, not your typical farm pig; he is litter box trained, sleeps indoors, and is extremely affectionate. Albert will also be playing outside, but mostly in our fenced in backyard, so he will not be able to wander or disrupt any of your property. If he is away from the property he will be on a leash and walk on the sidewalks. We will also make sure to pick up after he goes to the bathroom, just like you would a dog.

If you would like more information about Albert we would be more than happy to answer your questions and if you would like, you are also more than welcome to meet him. He is a very sweet and adorable little fellow.

Thank you,  
Madisen & Julio

1. ADDRESS: 307 N 1st St  
NAME: Michael Wade  
SIGNATURE: [Signature]

2. ADDRESS: 321 N. First St.  
NAME: Claudia Nosowzowski  
SIGNATURE: Claudia Nosowzowski

3. ADDRESS: \_\_\_\_\_  
NAME: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_

# Animal Approval Statement

## For: Potbelly Pig

### Madisen Frankenberg & Julio Ridgley

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We recently got a potbelly pig as a pet and are looking for your approval in the form of a signature so we can present it to the town board, to get a permit to officially have this pet.

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If you would like more information about Albert we would be more than happy to answer your questions and if you would like, you are also more than welcome to meet him. He is a very sweet and adorable little fellow.

Thank you,  
Madisen & Julio

1. ADDRESS: 322 N 2nd St  
NAME: Kelsey + Logan Croker  
SIGNATURE: Kelsey Croker
2. ADDRESS: Deb St 312 N 1st Street  
NAME: Deb Stolze  
SIGNATURE: Debrah Stolze
3. ADDRESS: 310 W 1st Eagle, R#  
NAME: DAN THOMAS  
SIGNATURE: Dan Thomas



# 10 Facts About Teacup Pigs That Aren't So Cute

There are many things to consider before getting a teacup pig.

By  
CHRISTINA DONNELLY

Updated on 05/07/24

Reviewed by  
NATASHA DIEHL

Fact checked by  
NANDINI BALIAL

Juliana or teacup pigs are regular potbellied pigs that are tiny in size due to malnutrition and are often falsely advertised as miniature or mini pigs. These little four-legged pets are not only roaming farms but living in homes now, too.

However, there are many myths and misconceptions surrounding "teacup" pigs, which could lead to hurting their health and happiness if not properly addressed. Having a teacup pig can result in serious consequences—for both the pig and your family—so it's important to do all of your research before contacting a breeder.

Read on to learn more about teacup pigs, and why they might not be the right pet for you.

## What Is a Teacup Pig?

Teacup pigs are not miniature potbellies. They are actually potbellied pigs that have been starved to remain so tiny.

- 01 of 10

### "Teacup" Pigs Don't Really Exist

Nope, "teacup" is *not* a breed of pig, and it's not quite a nickname for a new breed either. Rather, "teacup" is a label that breeders give regular potbellied pigs that have been malnourished to stunt their growth. They are falsely advertised as miniature.

Pet potbellied pigs are indeed generally smaller than the standard farm pig. They can weigh between 100 and 200 pounds, while farm pigs run about 1,000 pounds. But that's far from the 10- to 12-pound "teacup" claim many breeders make.

Even the smallest potbellied pig will weigh between 60 and 80 pounds. They may be considered underweight depending on the pig's stature, activity levels, and the environment.<sup>1</sup>

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## Maintaining a "Teacup" Pig's Small Size Seriously Hurts Their Health

It's tough to hear, but many "teacup" breeders use cruel methods to keep their pigs small or stunt their growth. Two of the most common techniques are:

- **Inbreeding:** Potbellied pigs are inbred to propagate their smaller stature. This lack of genetic diversity can lead to a whole host of health issues in their offspring.
- **Starvation:** Another way many "teacup" breeders ensure a smaller stature is by underfeeding pigs to stunt their growth. They often encourage owners to drastically restrict their diets, too. Essentially, these pigs are starved, so they won't thrive. The result? The pigs' skeletal systems remain small, but their internal organs continue to grow to their full size, which can lead to bone deformities and bone frailty, among other serious health issues.<sup>2</sup>

In general, you have to work with a veterinarian who knows how to treat pigs. Like other pets, they may need annual exams, blood tests, and fecal tests, and a vet can help with trimming your pig's hooves and tusks, while also providing guidance on diet, weight management, and more.

But if you have a teacup pig that's unhealthy because of genetics or the way they were raised, you'll need more than just standard veterinary care to ensure their health and well-being—this might include more frequent exams, medications, changes to their diet, and more.

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## What You See Isn't What You Get With "Teacup" Pigs

If a "teacup" breeder shows you your potential piggy's parents, they're probably just showing you potbellied piglets. Pigs can breed as young as 3 months old. Because of this, parents are oftentimes piglets themselves—meaning you can't determine how big your "teacup" pig will be based on the size and appearance of their parents.

What's more, some shady "teacup" pig breeders will simply show potential buyers infant potbellied pigs that will eventually grow into full-sized adolescents and adults.

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## "Teacup" Pigs Are Extremely Expensive

If you want to purchase a "teacup" pig, be prepared to drop a whopping \$750 to \$3,500 on your new pet. After buying, the cost of keeping a pig as a pet only climbs from there. Because many "teacup" owners believe their pigs will remain small, they don't even consider the cost of raising a 100+ pound pig in their home. Between adequate food

supply (potbellied pigs can eat *a lot*), check-ups and vaccinations at the veterinarian, and other piggy supplies, it can cost thousands of dollars each year to own a pig.

Plus, it's recommended to spay or neuter pet pigs to limit unpleasant behaviors and reduce the risk of certain cancers.<sup>1</sup> But this may prove challenging, as it may be difficult to track down a specialty vet who can perform the surgery.

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#### "Teacup" Pigs Have a Very Short Lifespan

Although the average potbellied pig is expected to live anywhere between 12 and 18 years, a "teacup" pig's lifespan typically hovers around five years due to issues with their skeletal and immune systems. Genetic disorders caused by inbreeding can also contribute to a shorter lifespan.

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#### Pigs Need a Lot of Space

Pigs, in general, take up a lot of space, and not just because they're large. Pigs require daily exercise so they don't become bored, which could lead to destructive or aggressive behavior.<sup>3</sup>

Some can even become aggressive towards humans, and bite or charge. Many pigs are abandoned or surrendered to shelters simply because their owners don't have the space to keep them happy, healthy, and engaged.

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#### Owning Any Kind of Pig May Be Illegal Where You Live

Believe it or not, keeping a pig as a pet may be illegal where you live. Zoning laws in several states consider pigs strictly farm animals and won't allow them in non-farming or non-agricultural settings.

If you're considering adding a pig to the family, be sure to check out the zoning laws in your area. A little bit of research can help prevent the abandonment or surrender of many domesticated pigs each year.

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#### Pigs Are Herd Animals

Did you know pigs are extremely social animals? Much like dogs, pigs develop "packs," often playing, lounging, and sleeping together. Depriving a pig of their social interaction can cause them to become bored, restless, or depressed, and they may act out aggressively.



That being said, it's best to keep at least two pigs at a time, but many "teacup" owners who find themselves struggling with a 100+ pound pig will have an even harder time with two or more. Not to mention, double the pigs means double the expenses for food, supplies, and vet visits.

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#### Owning a Pig Is Not Like Owning a Cat or Dog

Pigs are indeed extremely intelligent, playful animals who are capable of forming deep, loving bonds with their humans. For some families, they're the perfect pet. Owning a pig, however, is *entirely* different than owning a cat or a dog. New pig owners are often surprised to learn how much work and money pig ownership truly requires.

Unfortunately, many people who purchase "teacup" pigs are not prepared for them to grow into full-sized adolescents and adults. When the pigs grow too large, develop health problems, or display destructive behavior, they're often surrendered to shelters or simply abandoned.

The bottom line? If you're considering purchasing a pig, ensure you have plenty of space, plenty of patience, and the budget to keep them happy and healthy.

- 10 of 10

#### "Teacup" Pigs Might Not Get Along with Other Pets

If you have other pets, such as dogs or cats, or you are planning on getting more pets in the future, consider that a "teacup" pig might not get along with them, and this can create a lot of tension and problems for everyone in the family. Some pigs do well with other pets, while others do not, and it can be impossible to predict how they will interact.

Dogs and pigs, in particular, may not get along. A dog might pick on your pig or even attack them, causing harm. And pigs can fight with other pets for food. Although pigs are social and enjoy being around other pigs, this doesn't mean that they'll be happy living with other animals.

#### Pigs Can Smell

Like other pets, pigs can have an odor when they're kept in dirty conditions, but they don't really have a strong body odor if they're cared for properly. These pets do need to be bathed and groomed, and attention needs to be paid to their skin and coat to ensure they remain healthy.

Of course, their urine and feces need to be disposed of often to prevent their odors from spreading. Otherwise, it can be off-putting to family members who live with you, guests who visit you, and maybe even your neighbors depending on how close you are to them and how far the odors travel.

## Pigs Can Be Difficult to Rehome

As mentioned above, pigs can be difficult to keep as pets, and many people are unable to properly meet these animals' needs. When they are surrendered, there's no guarantee that they'll find another home, even if you can locate a rescue or shelter that would be willing to take them and care for them until they're adopted by another family.

Because they can be difficult to rehome, and they shouldn't be released into the wild, many unwanted pet pigs end up euthanized. So, before you bring one of these animals into your life, carefully consider what they'll need in the long run to stay happy and healthy, as you definitely want to avoid giving them up.

## FAQ

- **How big can a teacup pig get?**  
Remember, there's really no such thing as a "teacup pig," as they're actually potbellied pigs. When properly cared for and healthy, they can grow to weigh 60 to 200 pounds and be 3 feet long on average.
- **Are teacup pigs legal?**  
Keeping pigs, including "teacup" pigs, as pets is not legal everywhere. Check your state and local laws to determine if you can legally own a pig as a pet.
- **What is the lifespan of a teacup pig?**  
Potbellied pigs live an average of 12 to 18 years. A "teacup" pig, on the other hand, might only live about five years if they have health issues or genetic disorders caused by poor breeding practices and lack of proper care and nutrition.
- **What do teacup pigs eat?**  
Potbellied pigs need a varied diet that includes high-quality pig pellets, non-starchy vegetables, alfalfa hay, bran, and a multivitamin for pigs. Fresh, clean water should also be provided.



## City of Eagle River

### CLIENT LIAISON:

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

### DATE:

June 11, 2024



### **2024 STREET IMPROVEMENT PROGRAM (P00088135)**

Bill Andrus from MSA met with staff and reviewed the project limits and scope. Bill also reached out to Pitlik and Wick about the proposed scope and they recommended a full pavement replacement as the existing pavement is in too poor of condition to get maximum life from the project. Robin approved the change to full pavement replacement from the recommendation from Pitlik. We plan to open bids July 2nd with approval of the construction contract at the July 9th meeting.

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:

City Awards project to MSA	May 2024
Advertise for Bid	June 2024
Bid Opening	July 2024
Construction Begins	Summer 2024
Construction Substantial Completion	September 2024
Construction Final Completion	September 2024

### **SILVER LAKE ROAD (P00088117)**

MSA has a meeting scheduled with DNR to discuss post construction performance standards needed for the project on June 7th. This meeting will give MSA direction for the project design.

A quote for soil borings and a geotechnical report from AET should be on the agenda for approval at the June 11<sup>th</sup> meeting. Soil borings help us define the pavement structure needed for the project.

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.

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)**

- Project on hold until further notice.
- 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 2025
  - 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 Boulevard 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.





May 24, 2024

Ms. Robin Ginner, City and Zoning Administrator  
City of Eagle River  
525 E. Maple Street, PO Box 1269  
Eagle River, Wisconsin 54521

RE: Proposal for Geotechnical Services  
Proposed Road Rehabilitation  
Silver Lake Road  
Eagle River, Wisconsin  
AET Proposal No. P-0034146

Dear Ms. Ginner:

On behalf of American Engineering Testing, Inc. (AET) we are pleased to submit our proposal for your project. In this proposal, we present a description of our understanding of the project, an outline of our scope of service, and our lump sum fee.

## PROJECT INFORMATION

The City of Eagle River is planning the rehabilitation of Silver Lake Road from about 650 feet southwest of Bond Boulevard to about 150 feet northeast of North Dyer Park Street. The rehabilitation will probably consist of a mill and overlay, or pulverization and placement of new pavement. MSA Professional Services, Inc. (MSA) is providing planning and design services for the project.

## SCOPE OF SERVICES

### Field Exploration

MSA requested we drill 3 borings to depths of 10 feet. We will mark the approximate boring locations based on the map provided by MSA, before contacting Diggers Hotline to locate public underground utilities around each boring location.

We will drill the borings using hollow-stem augers or solid-stem augers, and we will sample the soil with the split-barrel method (ASTM D1586). If we encounter auger refusal prior to reaching the planned depth, we will terminate the boring at that depth. We will backfill the boreholes in accordance with Wisconsin Administrative Code NR141 and place asphalt cold patch material at the ground surface of each boring.

Our drill crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration values (N-values, "blows per foot"), preliminary soil classifications, and observed groundwater levels. Our crew will also note any obvious contamination and contact you if any is observed. Representative portions of the recovered soil samples will be sealed in jars to reduce moisture loss and submitted to our laboratory for examination, testing, and final classification by a geotechnical engineer.

**4203 Schofield Avenue, Suite 1 | Schofield, WI 54476**

**Phone (715) 359-3534 | (800) 972-6364 | Fax (651) 659-1379 | [teamAET.com](http://teamAET.com) | AA/EEO**

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We will provide traffic control services (cones and signs) for the project.

### **LABORATORY TESTING**

In our laboratory, a geotechnical engineer will examine each of the recovered soil samples to assess the major and minor components, while also noting the color, degree of saturation, and lenses or seams in the samples. We will visually/manually classify the samples on the basis of texture and plasticity in accordance with the Unified Soils Classification System (USCS), group the soils into strata by type, and prepare the boring logs. We anticipate performing routine laboratory testing on selected samples, to possibly include moisture content, unconfined compressive strength (by hand penetrometer), and/or gradation testing.

### **GEOTECHNICAL REPORT**

In our geotechnical report, we will describe the existing pavement section, subgrade soils, and groundwater conditions we encounter. The report will provide WisDOT pavement design parameters.

### **SCHEDULE**

We anticipate we could complete the drilling in about 6 weeks from receiving authorization to proceed. The drilling will take about 1 day for this project. We will submit the final report to you within about two weeks after completing the fieldwork.

### **FEES**

For the scope of service described above, we will charge a lump sum fee of **\$5,100**.

### **ENVIRONMENTAL CONCERNS**

This proposal is presented for engineering services to determine the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site, environmental testing of the soil or groundwater, or consultation on lead, asbestos, or radon.

### **TERMS AND CONDITIONS**

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Service Agreement–Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers, and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

### **ACCEPTANCE**

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on-site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When

Proposal for Geotechnical Services  
**Proposed Road Rehabilitation**  
Silver Lake Road  
Eagle River, WI  
May 24, 2024; AET Proposal No. P-0034146



you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have questions or need additional information, please contact us.

Sincerely,  
**American Engineering Testing, Inc.**

A handwritten signature in black ink, appearing to read 'Matthew B. Williams'.

Matthew B. Williams, PE (WI)  
Geotechnical Engineer

Attachments: Terms and Conditions

<p><b>ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0034146</b></p> <p>SIGNATURE: _____</p> <p>PRINTED NAME: _____</p> <p>COMPANY: _____</p> <p>ADDRESS: _____</p> <p>PHONE NUMBER AND EMAIL: _____</p> <p>DATE: _____</p> <p><b>INVOICING INFORMATION (Provide Company AP Department Information, if present.)</b></p> <p>AP CONTACT NAME: _____</p> <p>BILLING/MAILING ADDRESS: _____</p> <p>AP PHONE NUMBER AND INVOICE EMAIL: _____</p> <p>P.O. NO.: _____ PROJECT NO.: _____</p>
--

**SECTION 1 - RESPONSIBILITIES**

**1.1** - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries.

**AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.

**1.2** – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are provided, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

**1.3** - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

**1.4** – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

**1.5** - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

**1.6** - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

**1.7** – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

**1.8** - The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

**SECTION 2 - SITE ACCESS AND RESTORATION**

**2.1** - Client will furnish AET safe and legal site access.

**2.2** Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

**SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)**

**3.1** - AET’s sole responsibility under this section will be to contact the state “call before you dig” notification center (e.g. Gopher State One Call in Minnesota), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

**3.2** - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

**3.3** - Client acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

**3.4** - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney’s fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

**SECTION 4 - CONTAMINATION**

**4.1** - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

**4.2** - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

**SECTION 5 - SAFETY**

**5.1** - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET’s Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

**5.2** - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

#### **SECTION 6 – SAMPLES**

**6.1** - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

**6.2** - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

#### **SECTION 7 - PROJECT RECORDS**

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

#### **SECTION 8 - STANDARD OF CARE**

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

#### **SECTION 9 - INSURANCE**

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

**9.1** –

Workers' Compensation	Statutory Limits
Employer's Liability	\$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

**9.2** - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

**9.3** - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

**9.4** - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

**9.5** - **To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.**

**9.6** - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

**9.7** - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

#### **SECTION 10 - DELAYS**

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

#### **SECTION 11 - PAYMENT, INTEREST, AND BREACH**

**11.1** - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice, but not greater than 45 days from the date of the invoice. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

**11.2** – Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

**11.3** – AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

#### **SECTION 12 - CHANGE ORDERS**

AET's proposal associated with this project provides an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

#### **SECTION 13 - MEDIATION**

**13.1** - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

**13.2** - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

#### **SECTION 14 - LITIGATION REIMBURSEMENT**

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

#### **SECTION 15 - MUTUAL INDEMNIFICATION**

**15.1** - Subject to the limitations contained in Sections 15 and 18, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

**15.2** - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

**15.3** - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an additional Insured.

**15.4** - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

#### **SECTION 16 - NON-SOLICITATION**

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

#### **SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES**

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

#### **SECTION 18 - LIMITATION OF LIABILITY**

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

**SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS**

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

**SECTION 20 - TERMINATION**

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the Services.

**SECTION 21 - SEVERABILITY**

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

**SECTION 22 - GOVERNING LAW**

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

**SECTION 23 - ENTIRE AGREEMENT**

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/6/2021

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).

<b>PRODUCER</b> License # 20443386 <b>Hub International Great Plains</b> 245 E. Roselawn Avenue Suite 31 Saint Paul, MN 55117-1940	<b>CONTACT NAME:</b> Ann Ross <b>PHONE (A/C, No, Ext):</b> (651) 288-5137 <b>FAX (A/C, No):</b> (651) 286-0560 <b>E-MAIL ADDRESS:</b> ann.ross@hubinternational.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>AMERICAN CONSULTING SERVICES INC</b> <b>AMERICAN ENGINEERING TESTING INC</b> <b>AMERICAN PETROGRAPHIC SERVICES INC</b> 550 CLEVELAND AVE N ST PAUL, MN 55114-1804	<b>INSURER A:</b> The Phoenix Insurance Company <b>25623</b>	
	<b>INSURER B:</b> The Travelers Indemnity Company of America <b>25666</b>	
	<b>INSURER C:</b> Travelers Property Casualty Company of America <b>25674</b>	
	<b>INSURER D:</b> The Travelers Indemnity Company <b>25658</b>	
	<b>INSURER E:</b> Continental Casualty Company <b>20443</b>	
	<b>INSURER F:</b>	


**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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			P630539K8896PHX22	1/1/2022	1/1/2023	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input 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			8102L6457122143G	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP3K2260092143	1/1/2022	1/1/2023	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			UB9H9151012143G	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	PROF/POLL LIABILITY			ECH254066939	1/1/2022	1/1/2023	EACH CLAIM	10,000,000
E	RETRO: 070287			ECH254066939	1/1/2022	1/1/2023	AGGREGATE	15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RENEWALS: contracts@teamAET.com

**CERTIFICATE HOLDER** **CANCELLATION**

<b>ILLUSTRATION CERTIFICATE</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 



# Debt Management Policy-City of Eagle River, WI

Date Last Updated: July 2024

## **PURPOSE**

The purpose for the Debt Management Policy is to provide a general framework for the use, management and reporting of the City's debt financing. The primary objective of the policy is to establish conditions for the use of debt and to create policies that minimize the City's debt service and issuance costs, retain a high credit rating in the financial community, and to maintain full and complete financial disclosure and reporting. In addition to adhering to this Debt Management Policy, the City's financing will also be in compliance with applicable Federal law, U.S. Securities and Exchange Commission (SEC), Wisconsin State Statutes, City Code, and other regulatory requirements.

## **Reason for Policy**

The City's Debt Management Policy is the guideline for City staff to use in recommending debt to assure the community that the City is well-managed, financially sound, and to obtain financing at the lowest cost. It will be the responsibility of the City Administrator, or designee, to recommend debt on behalf of the City. Upon City Council approval, the City Administrator, or designee, will coordinate to ensure that all financings are issued in full compliance with related laws and regulations. Any substantive modifications made to this policy must be approved by the City Council.

## **Definitions:**

**Arbitrage:** According to 26 U.S. Code 148, arbitrage is related to the use of tax-exempt proceeds for reinvestment in higher yield taxable securities and the excessive accrual of interest revenue from bond proceeds.

**Capital Improvement Plan (CIP):** A multi-year financial planning tool that identifies capital projects for the City. The CIP is the primary tool used to plan for debt.

**Capital Projects:** The acquisition, creation, or improvement of City land, buildings, equipment, and infrastructure with a useful life of greater than one year and a minimum threshold of \$5,000.

**Conduit Financing:** A bond or other debt obligation issued by the City to finance a project for use by a third party. The term "conduit" refers to the fact that the City assumes no commitment to pay or guarantee payment of the debt service underlying the debt.

**Continuing Disclosure:** According to the SEC Rule 15c2-12, continuing disclosure consists of important information about a municipal bond that arises after the initial issuance of the bonds. This information generally reflects the financial health or operating condition of the City as it changes over time, or the occurrence of specific events that can have an impact on key features of the bonds.

**General Obligation (G.O.) Bonds:** Debt issued by the City to finance any project undertaken for a public purpose. General obligation bonds are backed by the full faith and credit of the city.





# Debt Management Policy-City of Eagle River, WI

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**Industrial Development Revenue Bonds (IDRB):** Securities issued by the City, providing long term, below-market rate financing of capital requirements for new and expanding industrial and commercial facilities.

**Promissory Note:** A signed document containing a written promise to pay a stated sum to a person or institution at a specific date or on demand.

**Refunding Bond:** A bond that retires another bond before the first bond matures. Primarily used due to a decline in the interest rates.

**Revenue Bonds:** Bonds issued to finance public utilities or projects with a dedicated revenue stream. Repayment is made from the revenues generated. Revenue bonds give the City the ability to recover the cost of a project from beneficiaries of the project or users of the facility.  
**State Trust**

**Fund Loans:** The Board of Commissioners of Public Lands (BCPL) of the State of Wisconsin has funds available to loan to Wisconsin cities. These “trust funds” are derived primarily from the sale of public lands and from penal fees.

## **Guidelines for Use**

Debt is a financing tool which should be used when the City has legal, financial and market debt capacities and will be considered when some or all the following conditions exist:

- The City will consider all available financing tools for funding projects including interfund borrowing, use of fund reserves, State of Wisconsin Trust Fund loan program, external financing, and lease-purchasing.
- Financing of certain equipment or projects with long-term debt (10 to 20 years) is undertaken annually or every two to three years.
- Pay as you go financing will be used to fund general capital projects whenever feasible.
- When bonds or promissory notes are the desired financing vehicle, the issue will be bid competitively.
- The term of the financing will not exceed the useful life of the capital project, facility or equipment financed.

## **Types of Permitted Debt:**

The city may utilize several types of municipal debt obligations to meet its financing objectives. All long-term debt financing shall be approved by the City Council. A list of the types of permitted debt for the city and the general guideline for their use is as follows:

### **General Obligation Debt**

General obligation debt is authorized to be issued by the City in the following variations: promissory note, State Trust Fund loan, refunding bonds, and corporate purpose bond. The



## Debt Management Policy-City of Eagle River, WI

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term of general obligation debt is limited to 20 years from the original date of issuance.

### *Legal Debt Capacity*

In accordance with Wisconsin Statutes, total general obligation indebtedness of the City shall not exceed 5 percent of the equalized value of taxable property within the City's jurisdiction. The City's goal is to maintain a ratio of not more than 50 percent of the legal debt limit.

### *Net Direct General Obligation Debt/Full Value*

The goal of the City Council is to maintain a per capita general obligation debt ratio in the range of 2-4%. Sustaining this ratio will ensure that adequate resources are available to repay outstanding long-term general obligation debt, without an undue burden on the community.

The general obligation debt ratio is measured by total outstanding general obligation long-term debt as of December 31 of each year, compared to the most recent year's equalized value. In planning capital projects and proposed financing, the effect on this ratio should be considered. General obligation debt supported by funds other than general obligation property tax revenues will not be included in this ratio. It shall be the responsibility of the Finance Department to calculate the general obligation debt ratio annually.

### *Debt Service/Total Revenues*

The goal of the City is to not exceed a maximum 10 percent ratio of property tax supported debt service costs to total governmental fund revenues. This will ensure that the city maintains its ability to repay outstanding debts.

This ratio will be measured by annual property tax supported debt service cost in relation to annual revenues for all governmental funds. A maximum ratio of ten percent is desired, and future borrowing will be structured to maintain this ratio. General obligation debt supported by funds other than general property tax revenues will not be included in this ratio. This will be calculated after the annual audit by the Finance Department.

### *Debt Service Levy/Total Levy*

The annual debt service levy goal is a maximum of 20 percent of total property tax.

### *Debt Service Repayment*

The goal is to repay the City's general obligation debt within ten years, while debt from equipment is repaid within five years.

### *Debt Service Reserves*

Debt service reserves will be established by bond ordinances to adequately meet debt service requirements as required.

### *Conduit Financing*

The City may sponsor conduit financing to a third party for those activities and projects that have a public purpose and are consistent with and benefit the City's [Strategic Plan](#). The projects, including economic development projects, health facilities projects, and infrastructure projects, must benefit the strategic initiatives of one of the following five goals:



## Debt Management Policy-City of Eagle River, WI

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- Ensuring financial sustainability.
- Consistently delivering quality municipal services.
- Promoting economic vitality.
- Connecting community members.
- Considering future generations.

### *City's Role*

Conduit debt is not included in the City's debt burden and is secured solely by the revenues of the third party. Principal and interest on conduit debt is paid solely from the net revenues of the project. Issuance of this debt does not constitute a general obligation of the city. The Finance Director, or designee, may impose a debt management fee on the borrower. All conduit financing must insulate the city completely from any direct credit risk or exposure.

The City Administrator, or designee, will be responsible for approving any conduit debt on behalf of the City before submitting it to the City Council for approval.

### *Borrower's Role*

The obligated borrower will be responsible for paying all bond sale costs associated with the financing, including any debt management fee imposed by the city. The obligated borrower will also be responsible for funding any debt reserve requirement, if applicable. The obligated borrower is also responsible for providing a letter of credit from their bank to the Treasurer, or designee, prior to the debt being issued.

### Industrial Development Revenue Bonds (IDRB) and Tax-Exempt Mortgage Financing

[Chapter 66.521](#) of the Wisconsin State Statute permits municipalities to assist enterprises with business and industrial interests wishing to locate in the city through industrial development revenue bonds and tax-exempt mortgage financing. The minimum bond amount shall be \$3 million, and the maximum bond amount shall be \$10 million per borrower. All IDR's shall be limited obligations of the City. The borrower is solely responsible for principal and interest repayment.

Because the interest on IDR's is exempt from federal tax, the interest rate on this type of financing is generally lower than conventional debt financing. Proceeds from the IDR may be used to finance fixed assets and qualified costs associated with bond-financed projects.

### *Additional Requirements*

#### *Staff Review*

The City Administrator and the Treasurer shall review the IDR request. It is the duty of the prospective bond seller to initiate the staff review and to meet with and provide information necessary to complete the review. Basic information which must be provided, but not limited to, includes details of the proposed project, construction timetables, proposed revenue agreement for method of paying bonds and interest together with security for such payment, and if available, a commitment to purchase or underwrite the bonds from an appropriate financier.



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## Minimum Requirement

The City shall not consider a bond issue in which the bond sale is less than \$3 million.

## Required Fees

The bond seller shall be required to pay a \$2,000 non-refundable application fee to the City, or designee, prior to the staff review of the project. This \$2,000 shall become the property of the City upon its receipt and will not be returned for any reason, including failure of the City Council to adopt the bond resolution. This \$2,000 payment shall be considered as reimbursement of direct City expenses relating to the bond issue and may be used by the City to offset costs of printing, postage, and mailing, duplicating, clerical costs and staff time. In addition to the \$2,000 fee, the bond applicant is responsible for all direct out-of-pocket costs and legal fees.

## Tax Exempt Entities

During the term of the bond, any entity exempt from property taxes will be required to make a payment in lieu of taxes to the Finance Department for the City's share of taxes on the assessed value of the improvements on the property.

## Revenue Bonds

[Chapter 66.066](#) of the Wisconsin State Statute governs the issuance of revenue bonds. The term of revenue bonds is limited to 40 years from the original date of issuance.

### *Revenue Bond Uses*

Revenue bond issues must be applied solely for purchasing, acquiring, leasing, constructing, extending, adding to, improving, conducting, controlling, operating, or managing a public utility, and in the payment of the cost of any subsequent necessary additions, improvements, and extensions.

### *Interest Payments*

Interest on the revenue bonds shall be paid to the bondholders according to the interest schedule set by the debt schedule. Payment of principal on the revenue bonds shall start no later than three years after the date of issue, or two years after the estimated date that the project will be completed, whichever is later.

## State Trust Fund Loans

The Board of Commissioners of Public Lands (BCPL) may loan funds to the City for any project undertaken for a public purpose consistent with the purposes allowed for issuance of general obligation or revenue bonds. State trust fund loans shall be considered by the City when the interest rate offered makes the cost of borrowing less than or comparable to external financing notes or bonds after considering the cost of issuance.

### *State Trust Fund Loan Uses*

The City may use general obligation state trust fund loans of 10 years or less to facilitate the performance of the city, including operations and maintenance.

The City can also use general obligation state trust fund loans greater than 10 years for the financing or refinancing of public purpose projects including, the acquisition, leasing, planning,



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design, construction, development, extension, enlargement, renovation, rebuilding, repair or improvement of land, waters, property, highways, buildings, equipment, or facilities.

General obligation state trust fund loans can also be utilized as a source of funding for economic development projects. Loans include pass-through loans for private development, funding development incentives, TID infrastructure loans, land acquisition, and development for business parks.

The term of general obligation state trust fund loans is limited to 20 years from the original date of issuance.

### *State Trust Fund Loan Payments*

If the City has an active general obligation state trust fund loan, annual payments are due to the BCPL annually by March 15. Loans funded between September 1 and March 14 do not have a payment scheduled for the following March 15.

### *State Trust Fund Loan Prepayments*

The Finance Department may make prepayments without penalty after January 1 and before August 31 annually, with 30 days prior written notice.

### *Other Obligations*

There may be special circumstances when other forms of debt are appropriate and if their use is necessary or advantageous to the city. Their use may be evaluated by the City Administrator, or designee, on a case-by-case basis. If other types of debts are utilized, applicable state and federal guidelines shall be followed.

### **Bond Record Retention**

The Finance Department shall keep all records in compliance with the rules and regulations applicable to bonds pursuant to code and law including:

#### *Records*

- The transcript of proceedings (the official "record book").
- Information showing how the proceeds of the bonds, including investment earnings on the bonds, are spent, which may include invoices and checks or other variable information.
- Records regarding the use of the project or prior project, including any private business use.
- Records, certifications, and opinions relating to any change of use of the project or prior project, including remedial action certificates and opinions.
- Documentation pertaining to any investment of proceeds of the bonds (bank or account statements, confirmations for the purchase and sale of securities, yield calculations for each class of investments, actual investment income received on the investment of proceeds, guaranteed investment contracts and rebate calculations).

#### *Retention: Final Payment*

The Finance Department shall retain such records until at least three years following the final payment of the bonds or the final payment of any issue or issues of tax-exempt bonds or notes refunding the bonds.



## Debt Management Policy-City of Eagle River, WI

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### *Retention: Refunding*

If the bonds are refunded in the future, the Finance Department should keep the above information until three years after final redemption of the refunding obligations.

### **Arbitrage**

Arbitrage rebates are paid to the government to prevent several problems from occurring including: the issuance of more bonds than are necessary; to prevent the issuance of bonds earlier than is necessary; to prevent bonds from remaining outstanding longer than is necessary.

The City shall use bond proceeds only for the purpose and authority for which the bonds were issued. In most circumstances, the city will want to avoid arbitrage rebates and will follow the following exemptions. However, in some circumstances the city may want to pay the arbitrage rebate. The reasons for paying the arbitrage rebate will be outlined by the Finance Department when issuing bonds.

### *Exemptions*

Under 26 U.S. Code 148, exemptions for arbitrage rebate that the City should follow includes:

#### Small Issuer Exception

- The issue is issued by a governmental unit with general taxing powers.
- The aggregate face amount of all tax-exempt bonds issued by the City during the calendar year is not to exceed \$5 million.
- No bond which is part of such issue is a private activity bond.
- At least 95 percent of the net proceeds of such issue are to be used for local government activities by the issuer.
- Spending (spend down) Over \$5 Million Exceptions
  - 6 months – 10 percent of bond proceeds
  - 12 months – 45 percent of bond proceeds
  - 18 months – 75 percent of bond proceeds
  - 24 months – 100 percent of bond proceeds (If the City can spend down 95 percent of the bond within the 24 months, the City shall have 36 months to spend down 100 percent of the bond)
- "Bona fide" debt service funds, subject to a limit of \$100,000 on annual earnings in the case of private activity bonds or governmental bonds that do not have a fixed rate of interest and a maturity of at least five years
- Payment of 1.5 percent penalty in lieu of arbitrage rebate no later than 90 days after the end of the spending period to which it relates.
- Proceeds invested in tax-exempt obligations.

### *Spend Down Schedules and Exceptions*

During the process of issuing any type of debt, the Finance Department working with the project manager will provide spend down estimates of the debt. The Finance Department is also responsible for monitoring the actual spending of the debt and exercise best efforts to spend down bond proceeds in such a manner that the city will meet one of the spend-down exemptions from arbitrage rebate.



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Spend down exceptions provide for the majority, 95 to 100 percent, of the bond proceeds to be spent down within two years of the issuance of debt. The specific date of the spend down goal shall be the settlement day/close date of the debt.

### *Reporting*

All the City's tax-exempt issues, including lease purchase agreements, are subject to arbitrage compliance regulations. In accordance with IRS recommended practices, the Finance Department shall calculate arbitrage rebate computations no later than each five-year anniversary date of the issuance of the bond and at the final maturity for all bonds.

If any arbitrage rebate liability exists, the Finance Department shall report such liability in the year-end financial statements.

### *Arbitrage Rebates*

Arbitrage rebates were created as a financial disincentive to prevent abuses. According to 26 U.S. Code 148, the arbitrage rebate will be treated as meeting the requirement only if an amount equal to the sum of the excess of the following is paid to the United States by the issuer:

- The excess of the amount earned on all non-purpose investments and any income attributable to the excess amount earned.
- The amount which would have been earned if such non-purpose investments were invested at a rate equal to the yield on the issue.

### *Due Date of Arbitrage Rebate Payments*

The amount which is required to be paid to the Internal Revenue Service (IRS) by the Finance Department, or financial consultant, shall be paid in installments which are made at least once every 5 years. Each installment shall be in an amount which ensures that 90 percent of the required amount is paid. The last installment shall be made no later than 60 days after the day on which the last bond of the issue is redeemed and shall be in an amount sufficient to pay the remaining balance that the city is required to pay.

A series of issues which are redeemed during a 6-month period shall be treated as one issue for purposes of the preceding sentence if no bond which is part of any issue in such series has a maturity of more than 270 days or is a private activity bond.

In the case of a tax and revenue anticipation bond, the last installment shall not be required to be made before the date 8 months after the date of issuance of the issue of which the bond is a part.

### *Continuing Disclosure*

The City's debt obligations are subject to SEC Rule 15c2-12 (Rule), which regulates the timing and production of disclosure documents by brokers, dealers and underwriters of the City's securities.

### *Dealer's Requirements*

The Rule requires dealers, when underwriting certain types of municipal securities, to ensure that the City, which is issuing the bonds, enters into an agreement to provide certain information to the Municipal Securities Rulemaking Board about the securities on an ongoing basis.



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### *Required Information*

Continuing disclosure agreements must require the following information:

#### Annual Financial Information

- The City's financial information and operating data as included in original official statement.
- The City's audited financial statements

#### Event Notices

Notice of any of the following 14 listed events with respect to the City's debt obligations must be reported within 10 business days:

- Principal and interest payment delinquencies.
- Non-payment related defaults.
- Unscheduled draws on debt service reserves reflecting financial difficulties.
- Unscheduled draws on credit enhancements reflecting financial difficulties.
- Substitution of credit or liquidity providers, or their failure to perform.
- Adverse tax opinions or events affecting the tax-exempt status of the security.
- Modifications to rights of security holders.
- Bond calls and tender offers.
- Defeasances.
- Release, substitution, or sale of property securing repayment of the securities.
- Rating changes.
- Bankruptcy, insolvency, or receivership.
- Merger, acquisition, or sale of all issuer assets.
- Appointment of successor trustee

The following events with respect to the City's debt obligations can be voluntarily reported within 10 business days:

- Amendment to continuing disclosure undertaking.
- Change in obligated person.
- Notice to investors pursuant to bond documents.
- Certain communications from the Internal Revenue Service.
- Secondary market purchases.
- Bid for auction rate or other securities.
- Updates to capital or other financial plans.
- Quarterly strategic plan updates.
- Litigation/enforcement action.
- Change of tender agent, remarketing agent, or other on-going party.
- Derivative or other similar transaction.
- Other event-based disclosures

### *Exemptions*

Continuing disclosure generally is not required for an issue if:

- The entire issue is for less than \$1 million.
- The bonds are sold to investors in units of no less than \$100,000 and are sold to no more than 35 sophisticated investors.
- The bonds are sold in \$100,000 minimum denominations and mature in nine months or





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less from initial issuance.

- The bonds were issued prior to July 1995 (or prior to December 1, 2010, for certain “puttable” securities.)

### *Electronic Municipal Market Access (EMMA)*

EMMA provides free online access to disclosure information for municipal obligations. The Finance Department, or contracted financial consultant, must provide continuing disclosure documents electronically to the Municipal Securities Rulemaking Board through EMMA annually by the date specified in the continuing disclosure agreement, generally within 365 days of the year end.

### *Contracted Financial Consultant*

The City may contract with a financial consultant to help comply with its continuing disclosure agreements, certificates and undertakings associated with each issue of securities subject to the Rule.

### *Reporting*

In the event for which an event notice is to be filed, the Finance Director, or designee, shall provide disclosure information related to the event to EMMA, as required.

### **Selecting and Retention of Service Providers**

The city recognizes the nature of the municipal bond industry such that specialized consultants may need to be retained. The City Administrator, or designee, is responsible for establishing a solicitation and selection process for securing professional services that are required to help implement the City’s debt management policy. The following contract advisors can be maintained for the City:

- Underwriters
- Bond Counsel
- Special Counsel
- Financial Advisor

Professional financial consultants in connection with the City’s debt management policy may be chosen through a request for qualifications process. If this process is used, the request for qualification process will be designed to select providers that offer the city the best combination of expertise and price. The objectives of the process will be to:

- Promote competition.
- Be as objective as possible.
- Incorporate clear and rationale selection criteria.
- Be independent of political influence.
- Be perceived as fair by the respondents.
- Result in cost-effective transaction.
- Result in the selection of the most qualified firm(s)

The city is not required to select the firm offering the lowest price. However, in cases where the lowest bidder is not recommended, the City Administrator, or designee, must provide a justification for the recommendation. All contracts will be approved by the City Council.



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### **Credit Ratings**

With any changes in the City's credit ratings, the Mayor, City Council, and the City Administrator will be notified by the Treasurer.

### *Rating Agency Relationships*

The City Administrator and Treasurer are responsible for maintaining relationships with the rating agencies that currently assign ratings to the City's various debt obligations. This effort shall include providing periodic updates on the City's financial condition along with coordinating meetings in conjunction with a new debt issuance.

### *Use of Rating Agencies*

The City Administrator or Treasurer will be responsible for determining whether or not a rating will be requested on a particular financing and which of the major rating agencies will be asked to provide such a rating.





# Fund Balance Policy-City of Eagle River, WI

Date Last Updated: July 2024

## **PURPOSE**

Eagle River's goal in establishing a fund balance policy is to provide both short term and long-term financial stability by ensuring sufficient funds are available to provide services and maintain infrastructure. A significant amount of the city's funds is held in fund balance accounts and this policy establishes guidance for the use of said fund balances. Fund balance is an important measure of economic stability and is a key indicator in determining the city's credit worthiness and essential in maintaining the city's bond rating. This policy also addresses the City's requirements under Government Accounting Standards Board (GASB) 54 surrounding the composition of fund balance, including the establishment and use of the various components of fund balance.

## **DEFINITIONS**

***Fund Balance*** – A governmental fund's fund balance is the difference between its assets, deferred outflows and its liabilities and deferred inflows.

***Fund Balance Components*** – An accounting distinction is made between the portions of fund equity that are spendable and nonspendable. Under GASB 54, these are broken up into five (5) categories:

1. Nonspendable fund balance - amounts that are not in a spendable form (such as inventory, prepaid items, long term advances and delinquent property taxes) or are required to be maintained intact (such as the corpus of an endowment fund)
2. Restricted fund balance - amounts that can be spent only for the specific purposes stipulated by external resource providers either constitutionally or through enabling legislation. Examples include grants and dedicated property tax.
3. Committed fund balance - amounts constrained to specific purposes by a government itself using its highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint. Committed amounts are typically established through formal board or finance committee resolutions.
4. Assigned fund balance - amounts intended to be used by the government for specific purposes. Intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.
5. Unassigned fund balance – the residual classification of the general fund and includes all amounts not contained in other classifications. Unassigned amounts are technically available for any purpose.



## Fund Balance Policy-City of Eagle River, WI

Date Last Updated: July 2024

### DEFINITIONS – CONT.

**General Fund** – A governmental fund that typically serves as the chief operating fund of a government. The General Fund is used to account for all financial resources not accounted for in some other fund.

**Unassigned General Fund** – This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes in the General Fund. The Unassigned General Fund is the only fund that reports a positive unassigned fund balance amount. In addition, negative balances in other governmental funds are classified as unassigned. While Eagle River has not announced a formal policy governing the priority of spending fund balances, in conformance with GASB 54 requirements, when an expenditure/expense is incurred for purposes for which both restricted and unrestricted resources are available, restricted resources are spent first, followed by committed resources, assigned resources and unassigned resources.

**Proprietary Funds** – Proprietary funds, or otherwise referred to as enterprise funds are used to report activity that for which a fee is charged to external users for goods or services. The principal source of revenue for these funds are from sources other than property taxes, grants, and transfers. The City reports the following **Enterprise funds**:

- Golf Course
- Business Improvement District
- Any Others??

**Debt Service Fund** - Assigned fund balance would be designated funds for debt service. This would represent remaining monies budgeted for debt service but not expended and would be used to offset the amount of the levy needed in future years for debt service.

**Capital Projects Fund** - Assigned balance would be designated funds for specific approved capital projects. All surplus funds would be transferred to the Unassigned General Fund

**Tax Incremental Financing Fund** – Assigned fund balance will be designated funds for Tax Incremental Financing Districts. This would represent remaining monies budgeted for and collected for each tax incremental financing district and would be used to offset the amount of the levy needed in future years.

### POLICY

#### **General Fund (Assigned & Unassigned) - Appropriate Range of Fund Balance**

The fund balance of the City's General Fund (Assigned & Unassigned) has been accumulated to provide stability and flexibility to respond to unexpected adversity and/or opportunities. The City's basic goal is to limit expenditures to anticipated revenue to maintain a balanced budget when possible.



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It is the goal of Eagle River to achieve and maintain a fund balance in the general fund (Assigned & Unassigned) equal to a target range of 25% - 35% of the governmental fund's subsequent year's budgeted expenditures (excluding capital and debt service funds). The City will measure its compliance with this policy based on the future adopted budget and past years performance as soon as practical after final year-end audit becomes available.

### ***Funds existing under the General Fund Classification include:***

- Unassigned General Fund Balance – Unassigned
- Assigned General Fund Balance-Assigned
- **Another Others???**

Funding of the Unassigned General Fund balance will generally come from excess revenues over expenditures or one-time revenues. The use of fund balance is appropriate for one-time expenditures and to avoid creating a structural deficit.

In the event the Unassigned General Fund balance exceeds the upper limit of the target range balance requirements at the end of each fiscal year, any excess will be used in the following ways:

1. At least one-half of excess will be appropriated to lower the amount of bonds or contributions needed to fund capital projects.
2. One-time expenditures that do not increase recurring operating costs that cannot be funded through current revenues. Emphasis will be placed on one-time uses that reduce future operating costs.
3. Establish Budget Stabilization Fund

In the event the Unassigned General Fund balance falls below the goal or has a deficiency, a plan will be developed and included in the annual budget process.

### **QUALITY CONTROL AND QUALITY ASSURANCE**

#### ***Committed Fund Balance***

The Common Council is the City's highest level of decision-making authority and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution approved by the Council at the council meeting. The resolution must either be approved or rescinded, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in the subsequent period.

#### ***Assigned & Unassigned Fund Balance***

The Council has authorized the City Administrator as the official authorized to assign fund balance to a specific purpose, with Common Council approval, in compliance with this fund balance policy.



## Fund Balance Policy-City of Eagle River, WI

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It is the responsibility of the City Administrator and City Treasurer to ensure the presence of procedures that provide sufficient guidance to affected City personnel to fulfill the intent of this policy.

These policies will be reviewed at least annually and updated on an as-needed basis.

### **FUND BALANCE AND NET POSITION ADDENDUM**

**Proprietary Funds** – The intent of the Proprietary funds is to set rates for various charges for services that allows them to be self-sustaining. If charges for service do not allow these funds to be self-sustaining, the County will transfer resources into the fund or allocate tax levy to subsidize operations of the fund.

- Golf Course Fund
- Business Improvement District
- Any Others???

The Golf Course Fund is currently not a self-sustaining funds and receive tax levy. These funds will be reviewed at end of year after completion of audit and prior to next year's budget.

### **2024 Unassigned Fund Balance Calculation**

2024 General Fund Expenditures: \$2,853,184

25% Range - \$713,296 35% Range – \$998,614

2023 Audited General Fund Unassigned Fund Balance-XX

2023 Fund Balance Percentage Range XX

2022 Audited General Fund Unassigned Fund Balance \$1,284,398

2022 Fund Balance Percentage Range 45%



# Investment Policy-City of Eagle River, WI

Date Last Updated: July 2024

## **PURPOSE**

The objective of the investment policy of the City of Eagle River is to conform with all applicable federal, state, and other legal requirements; to adequately safeguard principal; to provide sufficient liquidity to meet all operating requirements; and to obtain a reasonable rate of return.

## **Scope**

This investment policy applies to all financial aspects of the Eagle River, except for the Eagle River Water and Sewer Utilities and the Business Improvement District, which are governed by separate boards and commissions.

## **Prudent Investor Rule:**

The investment officers must invest the City's assets in accordance with the Prudent Investor Rule. The following is a summary of the highlights of this rule, which should be applied to the investment officers' investment decisions based on the terms and conditions contained in the City's investment policy statement:

- The investment officers are required to invest and manage the City's assets as a prudent investor would.
- The investment officers must review the City's existing assets within a reasonable time after becoming the investment officers. The investment officers then, as a prudent investor, must make decisions concerning the retention or disposition of the existing assets.
- The investment officers are required to diversify the investments, unless the officers believes it is not in the best interest of the City. The investment officers must pursue an investment strategy that includes both the production of income and the safety of capital considering the current and future needs of the city.
- The investment officers are required to develop an overall investment strategy, which incorporates both risk and return. This standard relates to the City's entire portfolio, not just to an individual investment held in the portfolio.
- The investment officers' decisions for the investment portfolio are to be judged based on the facts and circumstances existing at the time the decisions were made. These factors would include inflation, economic conditions, expected total return, etc., while also considering that the investment officers should only incur reasonable and appropriate costs.
- The Prudent Investor Rule is a test of conduct and not of the resulting performance of the investment portfolio.

## **Diversification Requirements:**

To reduce the risk of default, the investment portfolio of the City of Eagle River shall not exceed the following diversification limits unless specifically authorized by the City Council.

1. No financial institutions shall hold more than 15% of the City's investment portfolio excluding short-term construction bond proceeds.





## Investment Policy-City of Eagle River, WI

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2. Monies deposited at an individual financial institution shall not exceed 10% of the capital stock and surplus of that institution.
3. Commercial paper shall not exceed 10% of the City's portfolio.
4. Deposits in the Wisconsin State Investment Pool shall not exceed 50% of the investment portfolio, except for annual property tax collections, which are generally invested for 30 days or less.
5. Financing for City projects, for a term not more than five years, shall not exceed 15% of the portfolio.
6. Total holdings of any one issuer may not exceed 10% of the market value of the portfolio at the time of purchase, except for U.S. Government issues fully guaranteed as to both principal and interest by the U.S. Government or agencies thereof.

### **Maturities:**

Maturities of individual securities must follow Section 66.0603 of Wisconsin Statutes. Under sub. (1m)(a) 1, time deposits may not exceed three (3) years. Additionally, under sub. (1m)(a) 4, debt that is not guaranteed as to principal and interest by the Federal Government or its Agencies, or a Wisconsin municipality must have a maturity not more than seven (7) years.

### **Acceptable Investments:**

The portfolio will be invested in accordance with Section 66.0603 of Wisconsin State Statutes governing the investment of public funds. Acceptable investments include the following.

1. Bonds or securities issued or guaranteed as to principal and interest by the Federal Government, or by a commission, board, or other instrumentality of Federal Government.
2. Fixed income securities with a minimum long-term debt rating of AA by Moody's or Aa by Standard & Poor's at the time of purchase
3. Investments in commercial paper and variable rate demand notes are restricted to corporations rated A-1 by Standard & Poor's or P-1 by Moody's at the time of purchase.
4. Time deposits in any credit union, bank, savings bank, trust company or savings and loan association, which is authorized to transact business in the State of Wisconsin if the time deposits mature in not more than three (3) years.
5. State of Wisconsin Local Government Investment Pool.
6. Securities of an open-end management investment company or investment trust, if the investment company or investment trust does not charge a sales load, if the investment company or investment trust is registered under the investment company act of 1940, 15 USC 80a-1 to 80a-64, and if the portfolio of the investment company or investment trust is limited to the following:
  - a. Bonds and securities issued by the federal government or a commission, board, or other instrumentality of the federal government.



## Investment Policy-City of Eagle River, WI

Date Last Updated: July 2024

- b. Bonds that are guaranteed as to principal and interest by the federal government or a commission, board or other instrumentality of the federal government.
  - c. Repurchase agreements that are fully collateralized by bonds or securities under subd. 5. a. or b.
7. Bonds or securities of any county, city, drainage district, technical college district, village, town, or school district of this state.
8. Financing of City projects, including short-term financing, for not more than five years unless approved by the City Council for a longer period. Interest will be charged at .5% over the rate obtained by the most recent City general obligation issue or revenue bond.

### **Authorized Financial Institutions:**

The City Council shall approve annually a list of financial institutions and security broker/dealers authorized to provide investment services.

### **Collateralization For Depository Accounts:**

It is the policy of the City of River Falls to require that all funds on be secured by some form of collateral. The City will accept any of the following assets as collateral.

1. U.S. Government securities
2. Obligations of Federal Agencies
3. Obligations of Federal Instrumentalities
4. Obligations of the State of Wisconsin
5. Insurance policies provided by an insurance company with a rating of A+ by A.M. Best Company.

The City reserves the right to accept or reject any form of the above-named securities.

The amount of collateral will not be less than 110% of the fair market value of the net amount of public funds secured. The ratio of fair market value or collateral to the amount of funds secured will be reviewed annually. Additional collateral will be requested when the ratio declines below the level required and collateral will be released if the market value exceeds the required level. Pledged collateral will be held in safekeeping and will preclude the release of pledged assets without an authorized signature from the City of Eagle River.



# Eagle River Golf Course Marketing Report & Proposed Facebook Posts

May 21, 2024

## Facebook Page:



As of today, the page has 2,604 followers.  
On April 22nd, the page had 2,586 followers.

















## Facebook Insights:

Page overview		Create a post	Last 28 days
<b>Discovery</b>			
🌐	Post reach		46,741
👤	Post engagement		2,307
👍	New Page likes		12
👤	New Page Followers		18
<b>Interactions</b>			
😊	Reactions		207
💬	Comments		7
➦	Shares		15
🖼️	Photo views		501
🖱️	Link clicks		488
<b>Other</b>			
👁️	Hide all posts		0
✖️	Unfollows		0

# Eagle River Golf Course Marketing Report & Proposed Facebook Posts

May 21, 2024

## Facebook Insights (continued):





	<p><b>2 for 1 Green Fees on Sundays beginning June 2nd!</b> Mon, May 20</p>	Post reach <b>816</b>	Engagement <b>67</b>
	<p><b>Our Junior Golf events begin soon! The Junior Clinic begins Friday, June 7th, and meets each Friday in June, July and August. The Junior Camp will be held July 8th thru July 12th. For more information on either event, and to register, visit <a href="https://golfingwithmatt.com/">https://golfingwithmatt.com/</a>.</b> Mon, May 20</p>	Post reach <b>201</b>	Engagement <b>10</b>
	<p><b>Weekend views of the Course 📸 ⌂</b> Sun, May 19</p>	Post reach <b>510</b>	Engagement <b>137</b>
	<p><b>Enjoy the same great prices this year! Book your tee time now and keep the good times rolling on the green! 🏌️ 🌳</b> <a href="http://www.eaglerivergolfcourse.com/teetime">www.eaglerivergolfcourse.com/teetime</a> Sun, May 19</p>	Post reach <b>1,035</b>	Engagement <b>141</b>
	<p><b>Have you heard this one? Chicken Stick: The one club in your bag that you can always rely on, also known as the go-to safety club.</b> Fri, May 17</p>	Post reach <b>217</b>	Engagement <b>3</b>
	<p><b>Does too much chit chat on the golf course harm or aid the focus of your shots?</b> Wed, May 15</p>	Post reach <b>314</b>	Engagement <b>23</b>
	<p><b>Our new restaurant Turkey's Clubhouse is open and ready to welcome you 🍷 🍴 🍷</b> Tue, May 14</p>	Post reach <b>457</b>	Engagement <b>75</b>
	<p><b>We are seeking Grounds Crew member to join our team. If you're interested, please email Kyle Anderson, Golf Course Superintendent, at <a href="mailto:kanderson23@gmail.com">kanderson23@gmail.com</a>.</b> Mon, May 13</p>	Post reach <b>292</b>	Engagement <b>4</b>
	<p><b>This Mother's Day, treat Mom to a day of golf at Eagle River Golf Course! Book now and make memories on the green! 🏌️ 🌳 🌸</b> Sun, May 12</p>	Post reach <b>191</b>	Engagement <b>2</b>
	<p><b>Step up your game with our latest arrival: brand-spanking-new golf shoes! These babies are designed to keep you steady, stylish and swinging like a pro. Swing by the pro shop and step into greatness today! 🏌️ 🌳</b> Fri, May 10</p>	Post reach <b>210</b>	Engagement <b>5</b>
	<p><b>Are you new to golf? Consider lessons with our golf professional, Anthony Sable, PGA. Contact the Pro Shop at 715-479-8111 or email him at <a href="mailto:tsable@pga.com">tsable@pga.com</a> to schedule your lessons.</b> Tue, May 7</p>	Post reach <b>275</b>	Engagement <b>10</b>
	<p><b>Wishing you a Par-5 on this Cinco de Mayo!</b> Sun, May 5</p>	Post reach <b>387</b>	Engagement <b>12</b>
	<p><b>Help us go green and bring your reusable water bottle to our water filling station!</b> Thu, May 2</p>	Post reach <b>397</b>	Engagement <b>25</b>
	<p><b>These golf carts stand sentinel like the Terracotta Warriors, ready for your assault on the course! Secure your tee time at <a href="http://www.eaglerivergolfcourse.com/teetime">www.eaglerivergolfcourse.com/teetime</a></b> Sun, Apr 28</p>	Post reach <b>599</b>	Engagement <b>24</b>
	<p><b>"Half of golf is fun; the other half is putting." - Peter Dobereiner</b> Thu, Apr 25</p>	Post reach <b>457</b>	Engagement <b>8</b>
	<p><b>"Preserve and cherish the pale blue dot, the only home we've ever known." — Carl Sagan</b> Mon, Apr 22</p>	Post reach <b>253</b>	Engagement <b>5</b>

# Eagle River Golf Course Marketing Report & Proposed Facebook Posts

May 21, 2024

## Facebook Videos:

**Videos**





 <p>Opening Day is April 22nd! 4 weeks ago - 950 plays 13 likes</p>	 <p>Eagle River Golf Course 3 years ago - 69.2K views 24 likes</p>	 <p>Eagle River Golf Course's Video 6 years ago - 480 views</p>
 <p>Eagle River Golf Course's Video 6 years ago - 26 views</p>		

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

## Facebook Ads: Summary:

**Summary** ⓘ Last 30 days ▾

Kim Swisher Communications, LLC spent \$160.82 on 2 ads in the last 30 days.


 <p><b>Reach</b> ⓘ</p> <p>47,351 View details</p>	 <p><b>Post engagements</b> ⓘ</p> <p>15,507 View details</p>
 <p><b>Link clicks</b> ⓘ</p> <p>543 View details</p>	 <p><b>Follows or likes</b> ⓘ</p> <p>4 View details</p>

Facebook Ads: Summary (continued):

### Recent Ads

Active • Created by Kim Swisher [Promote ag...](#) [View results](#)

---

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


---

**59,991** Reach  
**3,707** Link clicks  
**\$592.14** Spent at \$2.50 per day ⓘ

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Active • Created by Kim Swisher [View results](#)

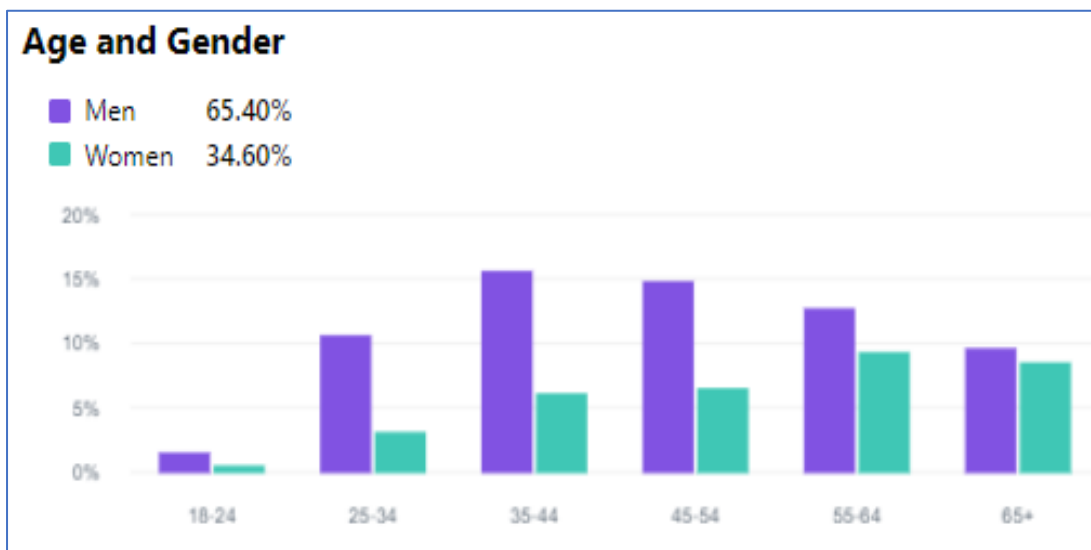
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**Promote your business locally** 

---

**184.7K** Reach  
**\$710.56** Spent at \$3.00 per day ⓘ

Facebook Audience Demographics:



# Eagle River Golf Course Marketing Report & Proposed Facebook Posts

May 21, 2024

## Facebook Audience Demographics (continued):

Location		Cities	Countries
Eagle River, WI			239
Chicago, IL			64
Three Lakes, WI			36
Rhineland, WI			35
Wausau, WI			35
Green Bay, WI			29
Conover, WI			27
Milwaukee, WI			27
Appleton, WI			25
Oshkosh, WI			22

## Instagram Page



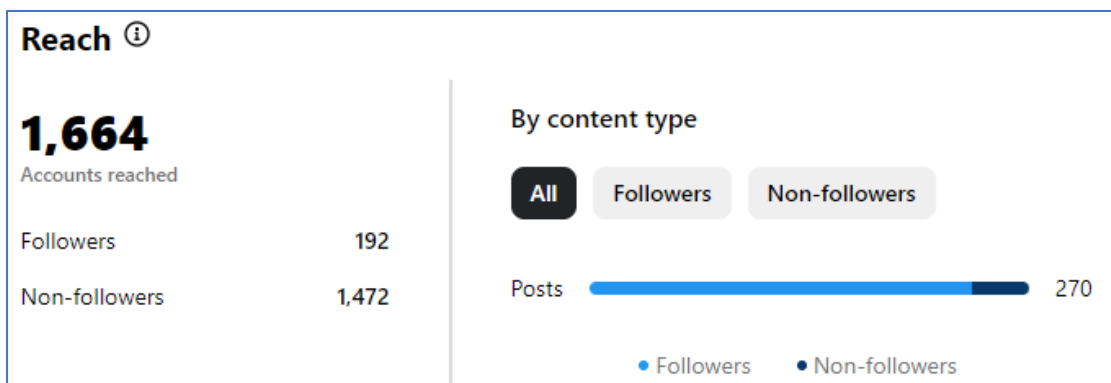
**eaglerivergolfcourse** Edit profile View archive Ad tools

396 posts 484 followers 60 following

**Eagle River Golf Course**  
Golf Course & Country Club  
Our course is wooded, watered and totally in keeping with the beauty of the Northwoods - and one of the most challenging courses in Wisconsin!  
457 McKinley Blvd, Eagle River, Wisconsin 54521  
[www.eaglerivergolfcourse.com](http://www.eaglerivergolfcourse.com)

1.6K accounts reached in the last 30 days. View insights

## Instagram Insights:



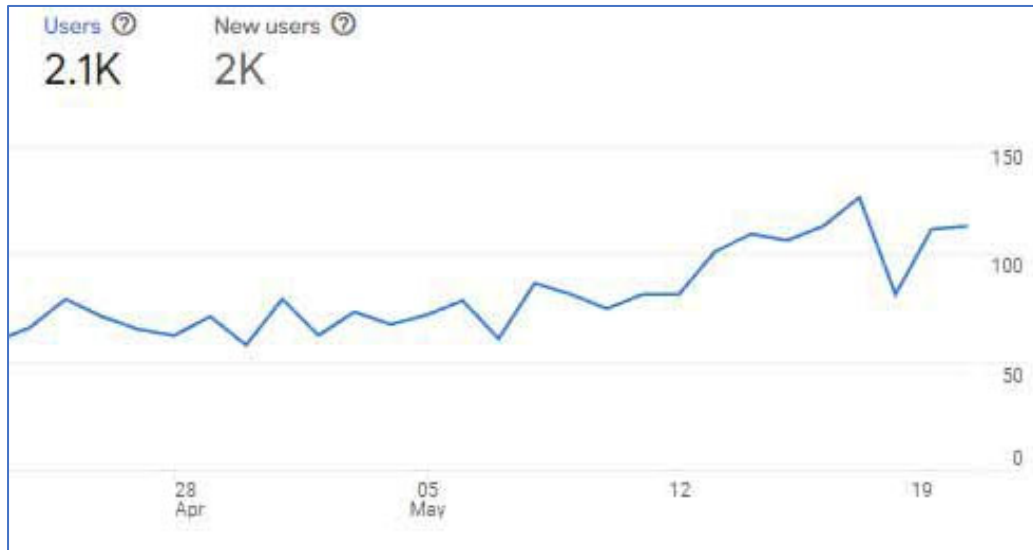


# Eagle River Golf Course Marketing Report & Proposed Facebook Posts

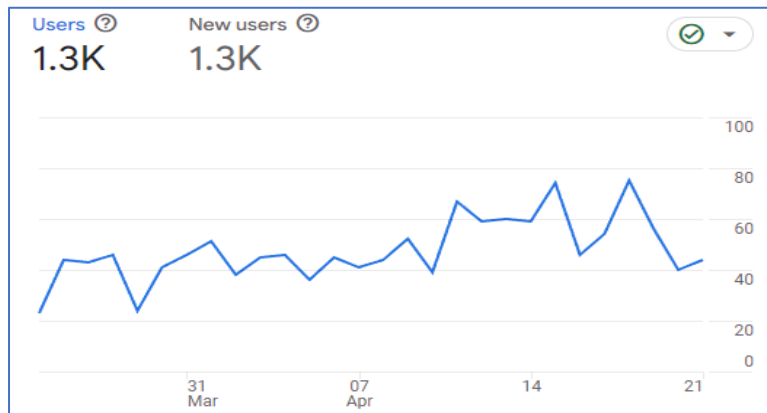
May 21, 2024

## Google Analytics (Website):

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

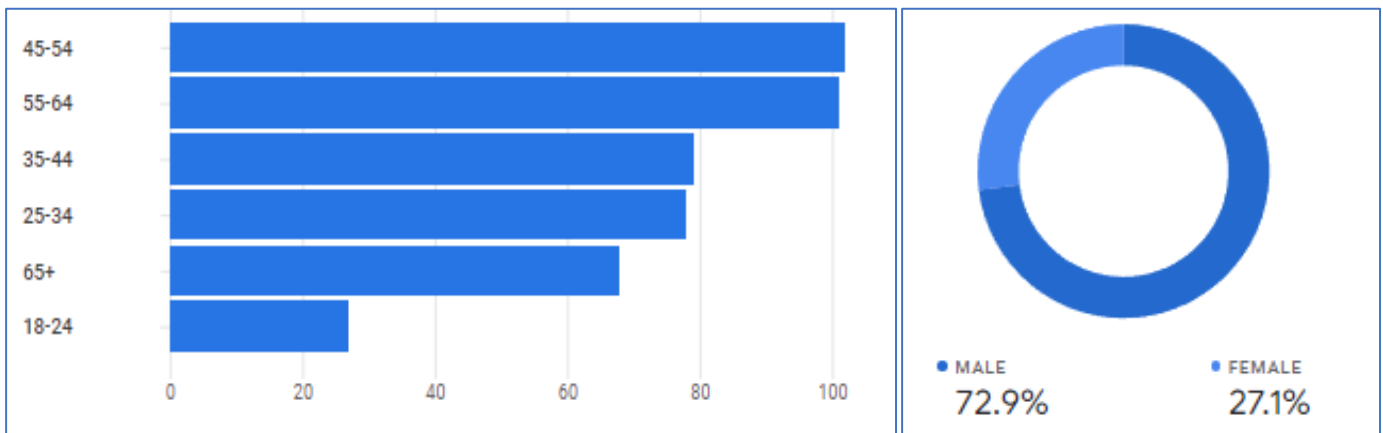


April 22nd through May 21st



April 1st through April 22nd

## Visitor Demographics:



The primary age range of website visitors in this period was 45-54. Males comprised 72.9% of page visitors.

Pages Visitors are Viewing on the Website:

		5,735 100% of total
1	Welcome to the Eagle River Golf Course - Eagle River Golf Course	2,787
2	Tee Times - Eagle River Golf Course	1,429
3	Rates - Eagle River Golf Course	395
4	View Our Course - Eagle River Golf Course	261
5	Men's Leagues - Eagle River Golf Course	127
6	Lessons - Eagle River Golf Course	107
7	Latest News - Eagle River Golf Course	93
8	Join E-Club - Eagle River Golf Course	71
9	Contact Us - Eagle River Golf Course	67
10	Ladies League - Eagle River Golf Course	41

Location of Website Visitors:

		2,050 100% of total
1	Illinois	665
2	Wisconsin	646
3	Texas	150
4	Iowa	85
5	Minnesota	85
6	Missouri	57
7	Quebec	46
8	Michigan	42
9	Florida	38
10	Kansas	36

State

		2,050 100% of total
1	Chicago	475
2	(not set)	161
3	Eagle River	102
4	Dallas	73
5	Wausau	71
6	Quebec City	45
7	Milwaukee	37
8	Rhineland	36
9	Minneapolis	33
10	Three Lakes	26

City

May 21, 2024

**Proposed Facebook and Instagram Posts:**

6/2 – Today marks the beginning of our Two for One Golf Fees promotion on Sundays. Embrace the opportunity to enjoy a splendid day on the greens! <https://www.eaglerivergolfcourse.com/teetimes/>



6/4 – Smile, swing, share! Let's capture epic moments on the green and spread joy. From victorious putts to hilarious tee-offs, every snapshot tells a story. Tag us and spread the golfing love. 🏌️❤️📷



6/5 – Whether you're winding down after a round or just craving some delicious bites, Turkey's Clubhouse Restaurant is a hole-in-one. Enjoy stunning views of the green with every meal. Come hungry, bring friends, and let's make your dining experience par-fect!



## Eagle River Golf Course Marketing Report & Proposed Facebook Posts

May 21, 2024

6/8 – Ready for serious fun? Join us for a round of golf at our amazing course! Whether 9 or 18 holes, expect laughter, camaraderie and impressive shots. 🏌️🏌️🏌️



6/11 – Embark on a golfing adventure in the breathtaking Northwoods. Picture-perfect fairways, fresh air, and the soothing sounds of nature set the stage for an unforgettable round. 🌲🏌️



6/12 – Check out the chalk board for our weekly selections!



6/14 – 🏌️ Embrace the Mulligan Moment! 🏌️ We've all been there – that moment when you wish you could hit the reset button on a shot. Well, good news. In golf, you can with the magical Mulligan. 🔄



**Eagle River Golf Course Marketing Report & Proposed Facebook Posts**

May 21, 2024

6/16 – Dad, you’re a hole-in-one! [www.eaglerivergolfcourse.com](http://www.eaglerivergolfcourse.com)



6/20 – Now that Summer has arrived, to beat the heat while golfing, wear lightweight attire, eat refreshing foods before playing, stay hydrated and use gadgets like portable misters and fans.



6/22 – Golf is about more than hitting golf balls and hoping for low scores. It’s also about camaraderie and shared experiences, forging lasting relationships with friends old and new.



## Eagle River Golf Course Marketing Report & Proposed Facebook Posts

May 21, 2024

6/25 – 🏌️ Swing into Wellness! 🏌️ Here are some amazing benefits of hitting the green:

Physical Fitness

Mental Clarity

Social Connection

Outdoor Enjoyment

Lifelong Learning



6/28 – Have you heard this one? Fried Egg: A golf ball buried in the bunker. Upon entering the bunker to hit this shot, we suggest asking your foursome, “Where’s my side of bacon?”



6/30 – Step into our Pro Shop, where every corner is brimming with everything you could possibly need. From top-notch gear to essentials that elevate your game, we've curated an unbeatable selection just for you.



7/2 – Explore the refreshing offerings on our beverage cart!



**Eagle River Golf Course Marketing Report & Proposed Facebook Posts**

May 21, 2024

7/4 – Happy FORE-th of July!



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

Respectfully submitted,

***Team Swisher***

Karla Rosenberg, Kassie Bellin and Kim Swisher

Office: 715-437-0090

Email: [karla@kimswisher.com](mailto:karla@kimswisher.com)

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Email: [kim@kimswisher.com](mailto:kim@kimswisher.com)



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

**2023 COMPLIANCE MAINTENANCE ANNUAL  
REPORT RESOLUTION #1041**

BE IT RESOLVED, that the City of Eagle River informs the Wisconsin Department of Natural Resources that the following actions were taken by the Common Council;

- 1) Reviewed the Compliance Maintenance Annual Report which is attached to this resolution.

Passed by a unanimous vote of the City of Eagle River Common Council on June 11, 2024.

\_\_\_\_\_  
Jeffrey A. Hyslop, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Becky J Bolte, Clerk

\_\_\_\_\_  
Date





# **2023 Consumer Confidence Report Data EAGLE RIVER WATERWORKS, PWS ID: 76401138**

**Este informe contiene información importante acerca de su agua potable. Haga que alguien lo traduzca para usted, o hable con alguien que lo entienda.**

**Dlaim ntawv tshaabzu nuav muaj lug tseemceeb heev nyob rua huv kws has txug cov dlej mej haus. Kuas ib tug paab txhais rua koj, los nrug ib tug kws paub lug thaam.**

## **Water System Information**

If you would like to know more about the information contained in this report, please contact Daryl Rutkowski at (715) 479-6739.

## **Opportunity for input on decisions affecting your water quality**

The regularly scheduled meeting of the Eagle River Light and Water Commission are on the third Tuesday of each month at 1:00pm in the Eagle River City Hall Council Chambers.

## **Health Information**

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's safe drinking water hotline (800-426-4791).

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune systems disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbial contaminants are available from the Environmental Protection Agency's safe drinking water hotline (800-426-4791).

## **Source(s) of Water**

Source ID	Source	Depth (in feet)	Status
1	Groundwater	89	Active
2	Groundwater	75	Active
3	Groundwater	138	Active

To obtain a summary of the source water assessment please contact, Daryl Rutkowski at (715) 479-6739.

## Educational Information

The sources of drinking water, both tap water and bottled water, include rivers, lakes, streams, ponds, reservoirs, springs and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations and wildlife.
- Inorganic contaminants, such as salts and metals, which can be naturally- occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.
- Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff and septic systems.
- Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, EPA prescribes regulations that limit the amount of certain contaminants in water provided by public water systems. FDA regulations establish limits for contaminants in bottled water, which shall provide the same protection for public health.

## Definitions

Term	Definition
AL	Action Level: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.
HA and HAL	HA: Health Advisory. An estimate of acceptable drinking water levels for a chemical substance based on health effects information. HAL: Health Advisory Level is a concentration of a contaminant which, if exceeded, poses a health

<b>Term</b>	<b>Definition</b>
	risk and may require a system to post a public notice. Health Advisories are determined by US EPA.
HI	HI: Hazard Index: A Hazard Index is used to assess the potential health impacts associated with mixtures of contaminants. Hazard Index guidance for a class of contaminants or mixture of contaminants may be determined by the US EPA or Wisconsin Department of Health Services. If a Health Index is exceeded a system may be required to post a public notice.
Level 1 Assessment	A Level 1 assessment is a study of the water system to identify potential problems and determine, if possible, why total coliform bacteria have been found in our water system.
Level 2 Assessment	A Level 2 assessment is a very detailed study of the water system to identify potential problems and determine, if possible, why an E. coli MCL violation has occurred or why total coliform bacteria have been found in our water system, or both, on multiple occasions.
MCL	Maximum Contaminant Level: The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
MCLG	Maximum Contaminant Level Goal: The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
MFL	million fibers per liter
MRDL	Maximum residual disinfectant level: The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
MRDLG	Maximum residual disinfectant level goal: The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
mrem/year	millirems per year (a measure of radiation absorbed by the body)
NTU	Nephelometric Turbidity Units
pCi/l	picocuries per liter (a measure of radioactivity)
ppm	parts per million, or milligrams per liter (mg/l)
ppb	parts per billion, or micrograms per liter (ug/l)
ppt	parts per trillion, or nanograms per liter
ppq	parts per quadrillion, or picograms per liter
PHGS	PHGS: Public Health Groundwater Standards are found in NR 140 Groundwater Quality. The concentration of a contaminant which, if exceeded, poses a health risk and may require a system to post a public notice.
RPHGS	RPHGS: Recommended Public Health Groundwater Standards: Groundwater standards proposed by the Wisconsin Department of Health Services. The concentration of a contaminant which, if exceeded, poses a health risk and may require a system to post a public notice.

<b>Term</b>	<b>Definition</b>
SMCL	Secondary drinking water standards or Secondary Maximum Contaminant Levels for contaminants that affect taste, odor, or appearance of the drinking water. The SMCLs do not represent health standards.
TCR	Total Coliform Rule
TT	Treatment Technique: A required process intended to reduce the level of a contaminant in drinking water.

## Detected Contaminants

Your water was tested for many contaminants last year. We are allowed to monitor for some contaminants less frequently than once a year. The following tables list only those contaminants which were detected in your water. If a contaminant was detected last year, it will appear in the following tables without a sample date. If the contaminant was not monitored last year, but was detected within the last 5 years, it will appear in the tables below along with the sample date.

### Disinfection Byproducts

Contaminant (units)	Site	MCL	MCLG	Level Found	Range	Sample Date (if prior to 2023)	Violation	Typical Source of Contaminant
HAA5 (ppb)	DBP-1	60	60	17	17		No	By-product of drinking water chlorination
TTHM (ppb)	DBP-1	80	0	50.6	50.6		No	By-product of drinking water chlorination
HAA5 (ppb)	DBP-2	60	60	20	20		No	By-product of drinking water chlorination
TTHM (ppb)	DBP-2	80	0	53.6	53.6		No	By-product of drinking water chlorination

### Inorganic Contaminants

<b>Contaminant (units)</b>	<b>Site</b>	<b>MCL</b>	<b>MCLG</b>	<b>Level Found</b>	<b>Range</b>	<b>Sample Date (if prior to 2023)</b>	<b>Violation</b>	<b>Typical Source of Contaminant</b>
ARSENIC (ppb)		10	n/a	5	4 - 5		No	Erosion of natural deposits; Runoff from orchards; Runoff from glass and electronics production wastes
BARIUM (ppm)		2	2	0.049	0.017 - 0.049		No	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits
FLUORIDE (ppm)		4	4	0.8	0.8		No	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories
NITRATE (N03-N) (ppm)		10	10	0.08	0.07 - 0.08		No	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits
SODIUM (ppm)		n/a	n/a	12.00	8.40 - 12.00		No	n/a

<b>Contaminant (units)</b>	<b>Action Level</b>	<b>MCLG</b>	<b>90th Percentile Level Found</b>	<b># of Results</b>	<b>Sample Date (if prior to 2023)</b>	<b>Violation</b>	<b>Typical Source of Contaminant</b>
COPPER (ppm)	AL=1.3	1.3	0.1800	0 of 10 results were above the action level.		No	Corrosion of household plumbing systems; Erosion of natural deposits; Leaching from

Contaminant (units)	Action Level	MCLG	90th Percentile Level Found	# of Results	Sample Date (if prior to 2023)	Violation	Typical Source of Contaminant
							wood preservatives

## Radioactive Contaminants

Contaminant (units)	Site	MCL	MCLG	Level Found	Range	Sample Date (if prior to 2023)	Violation	Typical Source of Contaminant
GROSS ALPHA, EXCL. R & U (pCi/l)		15	0	5.5	3.9 - 5.5	4/23/2020	No	Erosion of natural deposits
RADIUM, (226 + 228) (pCi/l)		5	0	1.0	0.6 - 1.0	4/23/2020	No	Erosion of natural deposits
GROSS ALPHA, INCL. R & U (n/a)		n/a	n/a	5.8	4.1 - 5.8	4/23/2020	No	Erosion of natural deposits
COMBINED URANIUM (ug/l)		30	0	0.5	0.4 - 0.5	4/23/2020	No	Erosion of natural deposits

## Additional Health Information

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Eagle River Waterworks is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at [www.epa.gov/safewater/lead](http://www.epa.gov/safewater/lead).

## Other Compliance

### Monitoring Violations

<b>Description</b>	<b>Contaminant Group</b>	<b>Sample Location</b>	<b>Compliance Period Beginning</b>	<b>Compliance Period Ending</b>
Fail to collect Routine Samples - RTCR	Microbiological Contaminants	Distribution System	11/1/2023	11/30/2023

We are required to monitor your drinking water for specific contaminants on a regular basis. Results of regular monitoring are an indicator of whether or not your drinking water meets health standards. During the compliance period noted in the above table, we did not complete all monitoring or testing for the contaminant(s) noted, and therefore cannot be sure of the quality of your drinking water during that time.

### **Actions Taken**

We generated a list to check off the monthly samples due and a place to initial and date when the samples are taken.





## Dog Park - Potential Sites

Site	Approx. Acreage	Parking	Notes
Adams Road, north of jet runway, east side of road	5.3 acres	Parking site would need to be developed, but plenty of room to put in a small gravel parking lot at one end of the property	This section is between N Railroad and Adams Road - Would require a 6' fence with top rollers on the east side to protect dogs from potentially jumping and running onto N Railroad St. Would need to collaborate with Airport as this property is the approach for the jet runway. High visibility from N Railroad Street. Accessible by both car and the UTV/ATV trail. Dogs may be intimidated by the sound of jets, but they're few and far between.
Ice skating rink area behind City Hall	1.5+ acres	Parking in City Hall parking lot	Centrally located in town. DPW could cut back some of the trees and use some of the field behind City Hall to expand it while not giving up too much room for their snow dump in the winter. We could put a large enough gate on one end so the skating rink could still be flooded in winter, and put an entrance gate for park users off the field behind City Hall.
Elm Drive (less stump dump area)	12.5 acres (does not include approx 4 acres for stump dump)	Parking site would need to be developed, but there's more than enough room.	We could look into logging off the the property, selling the timber to a local logger, which <i>could</i> fund a majority of the development. Entrance would be about .75 miles south from Pine Street off Loon Lake Road. This would give us a nice big dog park for area residents to use. It is a more remote spot, so we might want cameras and lighting. Definite hours of use. <b><i>If we don't want to use this area for the park, we could still potentially log it off to fund park development at one of the other proposed sites.</i></b>
Recycling Way & Adams Road	1.75 acres	Street parking along Adams and/or Recycling Way	Supported by Rob Hom. Area is half is covered in trees, and there's already fencing along the longest side (from the airport). <b><i>See email between Sgt Ross and Rob Hom</i></b>
Bolte Road & Illinois Street	51.75 acres	Plenty of room for parking. There's one spot on Bolte Road that is already flat and free of vegetation that could be used as a parking lot.	There is a vocal opposition by TOL residents who live on Illinois Street. Plenty of room for a BIG park. We could start small and expand as necessary. It's a little further from town, and we would need to collaborate with the airport. Potential need to vacate should the airport ever need to extend the jet runway.
Lot 11 at Tamarack Biz Park	2.8 acres	Either street parking to the east of the parcel, or we would need to develop a parking area out of the lot.	Part of this parcel is low and wet. Would require fill.
Field behind City Hall	2.7 acres	Parking in City Hall parking lot	Not a preferred spot due to existing use.
Ball fields @ Fairgrounds	1.7 acres	Street parking along Park Street	Doesn't belong to the City. Would need to collaborate with the County. Nice quiet area, very underutilized.

### Ammenities/Development needed:

Fencing  
 Parking (depending on site)  
 Shelter/Pavillion  
 Water  
 Dog waste bags and garbage bin (trash service)  
 Bathrooms? (we could also put a porta-john out there for summer use.)

*For comparison - the Three Lakes dog park is approx. 2 acres. Minocqua's is 1.6 acres. Both have separate areas for small and large breeds.*



## Robin Ginner

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**From:** Adam Ross <adross@Vilascountywi.gov>  
**Sent:** Wednesday, May 15, 2024 8:17 AM  
**To:** Robin Ginner  
**Subject:** FW: SE Corner  
**Attachments:** Outlook-afjia0fn

Hey Robin,

Here is the dog park conversation we had with the airport back in February. We paused to get a some nice hot days this summer and see what it smells like back there by Republic Services.

-Adam

---

**From:** Adam Ross  
**Sent:** Friday, February 23, 2024 8:53 AM  
**To:** fbo@erairport.com  
**Cc:** Christine Dobbs <chdobb@Vilascountywi.gov>  
**Subject:** FW: SE Corner

Thanks Rob.

---

**From:** fbo erairport.com <[fbo@erairport.com](mailto:fbo@erairport.com)>  
**Sent:** Friday, February 23, 2024 8:23 AM  
**To:** Adam Ross <[adross@Vilascountywi.gov](mailto:adross@Vilascountywi.gov)>  
**Subject:** Re: SE Corner

You don't often get email from [fbo@erairport.com](mailto:fbo@erairport.com). [Learn why this is important](#)

Adam...

This area was my original proposal to Joe Laux when the idea of a dog park on airport property first came up. I thought it would be a no-brainer to invite Kings Quarry to put some sample stone patio's or stone features of some sort there to make it look nicer. One side of the fencing is already done. The biggest drawbacks are the constant heavy vehicle traffic, and it stinks. I think Joe thought it was too small of an area as well, and was looking for something a bit bigger. But it would certainly be okay with me for that area to be used as a dog park.



**Robert Hom**

Airport Manager

**Phone:** 715-479-7442

**Email:** [fbo@erairport.com](mailto:fbo@erairport.com)

**PO Box 2320**

Eagle River, WI 54521

[www.erairport.com](http://www.erairport.com)



**From:** Adam Ross <[adross@vilascountywi.gov](mailto:adross@vilascountywi.gov)>  
**Sent:** Wednesday, February 21, 2024 12:51 PM  
**To:** fbo erairport.com <[fbo@erairport.com](mailto:fbo@erairport.com)>  
**Subject:** SE Corner

Hey Rob,

We were just spitballing some ideas at the PD today. I've see some people walking their dogs at the corner of Recycling Way and Adams in the vacant lot there. Is there a possibility of making that 1-1.5 acre area a dog park outside the fenced in area , or is that some sort of restricted flight path thing? With no residential neighbors and mabey some help from Pitlick and Wick that could be a good area.

-Adam



# CITY OF EAGLE RIVER MONTHLY POLICE CHIEF'S REPORT

*June 2024*

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

**Prepared by: Chief Christine Dobbs**

**Data compilation by Danelle Moran (credit where credit is due!)**

## CURRENT ACTIVITY:

During the month of May<sup>1</sup> our officers investigated 102 offenses. A total of 7 cases were cleared by arrest or referred for prosecution. A total of 4 new cases were added to our active investigation caseload. A total of 2 cases were placed in inactive status and 0 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 33 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:

Abandoned Vehicle	1	Lost or Found Property	2
Alarm	4	Littering/Pollution Problem	1
Ambulance or Medical Assist	8	Missing Person	1
Animal Problem	8	Noise Complaint	1
Agency Assist	2	Parking Problem	1
Bail Jumping	1	Probation/Parole Violation	3
Citizen Dispute	1	Suspicious Person/Circumstance	6
Custodial Interference	1	Property Watch	2
Citizen Assist	12	Sex Offense	1
Criminal Mischief	1	Traffic Accident, Hit and Run	2
Cont Subst/Possession Marijuana	1	Traffic Accident Non Rep	1
Disorderly Conduct	2	Traffic Accident, Prop Damage	3
DUI Alcohol or Drugs	4	Traffic Hazard	5
False Alarm	6	Theft, Gas Skips	1
Fire	1	Traffic Offense	14
Fraud/Swindle/Confidence Game	1	Trespass of Real Property	1
Fireworks	2	Theft, Property, Other	1
Information	8	Unsecure Premises	1
Intoxicated Person	1	Utility Problem	1
Juvenile Runaway	1	Welfare Check	6
Juvenile Problem	3		

A total of 89 traffic stops were conducted resulting in a total of 78 citations or warnings being issued. The following reflects the numbers and types of citations or warnings being issued:

Disorderly Conduct	1
Exceed zones and posted limits	40
Fail stop-stop sign	6
Fail to maintain exhaust	1
Mandatory seatbelt	1
Nonfunc headlight	3
Non-Registration	6

Obstructed drivers view	2
Operate after suspension	1
Operate MV w/o proof of ins	2
Operate w/o valid license	1
OWI 1 <sup>st</sup> offense	2
OWI 4 <sup>th</sup> offense	1
OWI 6 <sup>th</sup> or greater	1
Possess Open Intoxicant	2
Prohibited alcohol concentration	3
Unnecessary acceleration	1
Unreasonable & imprudent speed	2
Violate red traffic signal	2

Our department took 7 people into custody and booked them into the Vilas County Jail.

We congratulate Dustin Wichmann and his wife, Hannah, on the birth of their baby boy, Gary!!!

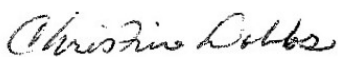
2 tablet computers were ordered with the grant funds received for law enforcement from the State of Wisconsin grant. The grant funds were \$7,000 and the two laptops totaled just under \$7,500. These will take 6 to 8 weeks to receive. We have had 2 tablets fail in the past month from our tablets purchased in 2015. There are 4 more to replace in the future.

We met with Emmalyn's frozen treats and a solution to keep pedestrians on the walkway between the east and west parking area to the north of Emmalyn's was created using fencing and table placement. The initial plan was to leave a walkway on the east side of the parking space to allow pedestrians and handicap access to the sidewalk in front of the building, however once we walked the area, we realized the sidewalk guides people around the parking stalls which seemed safer and due to the curb going into the east parking lot, it wouldn't really be handicap accessible anyway.

I was out for a week after foot surgery and am currently on a 6-week healing in a boot.

We are replacing some of our outdoor cameras under warranty that were rendered non-functional after they were put back up this spring in the Rotary green space. These are under warranty, so it is a time thing at this point to receive them from the company. The green space is adequately covered at this point.

Respectfully submitted,



Christine Dobbs  
Chief of Police

Assistant Chief's Report, May 2024

Officer Wichmann and his wife birthed a beautiful baby boy. Both mom and baby are doing well.

This month the Assistant Chief was accepted into Command College which will start in August. He also completed a class on Conducting Comprehensive Security Surveys so we can begin offering that service once again on an as requested basis.

On May 13<sup>th</sup> the Eagle River Police Department participated in a high visibility traffic enforcement campaign headed by Wisconsin State Patrol and included 5 Eagle River Officers in 3 squads. In a span of 4 hours 17

traffic stops were conducted by the Eagle River Officers. During this time the Vilas County Sheriff's Department was also able to get 4 K9 deployments resulting in illicit substances being taken off the street.





## *City Administrator's Report*

June 2024

Submitted by Robin Ginner

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### *Admin/General*

In June I have a couple vacation days planned and will be attending the summer conference in Eau Claire for the Wisconsin City/County Managers Association.

### *Departments/Committees/Commissions*

**Beach** – The beach opened for the year on Friday, June 7<sup>th</sup>. We only have two full-time lifeguards, one part-time, and one who is only available in July. There's no way we'll be fully staffed seven days a week, but the kids will staff it as much as possible, and the rest of the time it will be swimming at your own risk (a sign will be posted). Help wanted

We also have three weeks of swimming lessons scheduled for the last two weeks of July and the first week of August. People have been signing their kids up, so I expect it will be a good turn-out again this year.

There are some minor repairs that are needed in the men's restroom, but they can wait until 2025 so we can budget the funds. We can get through this year before we need to make the repair.

**Golf Course** – The repairs at the Golf Course continue. In addition to the plumbing issues, now we have some electrical issues throughout the clubhouse that need to be addressed, including in the kitchen, the restaurant seating area and the cart barn. It's expected to cost about \$3,000.

In addition to the electrical, we received an updated estimate from Eagle River roofing to get the roof redone this year. I'm waiting for Steve to return from vacation to ask if we need to re-bid this out, or if the updated quote is enough since we had previously accepted the bid after the appropriate bidding process. But in preparation for the roofing, we need to address the sagging of the roof above the storage portion of the kitchen. We had been of the understanding that it was sagging because of the foundation. This appears not to be the case. Moe had Jimmy Collins come back out to look at the foundation and give us a price for adding supports under that portion of the kitchen to support the floor, then he looked at the attic to get a better understanding of what was causing it to sag. That's when it was discovered that there had been a fire at some point in the past and instead of replacing the trusses, whoever was in charge at that time simply "patched" the damaged trusses with some 2x6s. It's that poor repair that is causing the roof line to sag – not the foundation. No one seems to remember when this fire happened, so it could be decades old at this point. See images attached to my report for more information on the foundation and attic.

I don't know what the answer is yet, but obviously this is going to add to the final repair costs and will need to be addressed before we have the roof re-shingled. We're still waiting for an estimate from Collins on the foundation repair/support. I'm gathering the repair costs on a spreadsheet and once we have everything accounted for in the repairs, I'll come back to the Council to figure out the next steps. We will need to go to bid on the repair items since they are exceeding the threshold for bidding.

**Public Works** – Moe and I met, again, with Cindy Oliver because there was water in the ditch during a rainstorm. She demanded that we fill in the rest of the ditch, despite the agreement made during the City Council meeting back in January 2023. After the meeting I called both the Mayor and Steve Garbowicz. Steve sent her a letter articulating that the City would not be filling in any more ditches. I asked Moe to keep an eye on the ditch because she tried to dam it before we arrived.

**See attached for a list of DPW’s activities for the month of May.**

**Zoning/Planning** – I’ve been working with the VCEDC and a potential developer that may be interested in a 40-unit development here in Eagle River. Still very much at the preliminary stages but will continue collaborating with them to find a suitable spot in the City to potentially develop affordable housing, with units ranging in rent from \$880-\$1200/month.

This year the zoning permits are slowing down a little bit in comparison to the previous few years. Most are for smaller projects like fences, signs and sheds.

The battle of the music at First and Wall continues with a neighbor complaining about sound coming from a new business. But each time I’ve taken decibel readings, they’re below the allowable noise level. I will continue to take the readings with each complaint and keep a screen shot on my phone just in case. Right now, there is no violation, regardless of the constant complaints.

After last month’s Planning and Council recommendations for seating at the new frozen yogurt shop on Railroad Street, the owners installed the seating with nothing more than a concrete bumper. I’ve been in touch with them. They’ve removed the seating until they can get the fencing installed to properly delineate the space and protect their patrons.

## **2024 Projects**

**The Square** – The Square is complete! The fences were taken down and the turf installed on Friday, May 31. On Tuesday June 4<sup>th</sup> I met there with the state building inspector, Cornerstone and Rotary for the final walk through. The occupancy permit was issued on the 5<sup>th</sup>, and the plan is for the entire facility to be open to the public beginning Friday, June 7.

***Please mark your calendars*** and plan to attend a formal ribbon cutting event on June 29<sup>th</sup> at noon, in conjunction with the Summer Kick-Off event sponsored by Revitalization. It’s been a lengthy process, but the end result is a shining addition to our downtown.

**2023 Silver Lake Milfoil** – Onterra has completed the pre-treatment survey. They’ll be working with a volunteer from the Silver Lake Association to do post-treatment monitoring as well. The herbicide treatment is scheduled for June 10 or June 11, depending on weather, and the treatment company will be launching their equipment from the beach area because there’s not enough room for their equipment and parking off the Seventh Street boat launch.

**2024 Work Bids** – MSA is releasing the bid documentation for the Maple Street/Birch Street paving project. Bill Andrus will be overseeing the work, and it should be completed no later than October 1.

D.P.W.

May

1. Move 2 Benches To Hiker Box
2. Pickup Bags of Weeds from Depot
3. Braille signs up in City Hall
4. Trackless - Broom sidewalks
5. Riverview Park - Topsoil + Seed
6. Millings on ATV/UTV Trail
7. Millings on street Radius
8. Parks - Pickup Raking Piles, Plant Flowering CRAB Trees
9. City Hall - Ceiling Tile, mount Needle Dispensers
10. Country Club - Patch Roof, Clean out drain at Cart Wash, lay New Pipe for Drain, Make New Drain cover for Cart Wash, Met with Collins on Roof + Floor Problems
11. Farmers Market - Put Benches, Picnic Tables, Garbage Cans out
12. Bony's out on E.R. Chain
13. Pressure Wash Garbage Cars downtown
14. Take Wings + Front Blade off loader, Put 4 wheel Bucket on
15. Grade Gravel Roads
16. Pressure Wash equipment
17. Locates
18. Haul Wood Chips To Playgrounds Behind City Hall
19. Jason - Went To Plover for Wastewater Operations Class
20. Remove 16 Garbage Cans + 6 Recycle Cans - Downtown
21. Mount Camera at T-decks (Dumpster)
22. M&E Equipment
23. Clean out ditch on South Railroad St. + Behind Super 8
24. Pulled Concrete at 1<sup>st</sup> street by The Square for New concrete Curb + sidewalk
25. Met with Adam + Chris by old Depot for parking spot
26. Haul 4 loads of sand out of Square
27. Barricades out downtown for summer events
28. Secure Calls - 340 West Division Ran Main Line (ok)
29. Load of Cold Patch
30. Met with Robin + Bill (MSA) Maple St - Birch Street

31. Police Dept. — Help with Camera at Fair Grounds
32. Patch
33. GARBAGE Cans in Riverview Park for Park Rentals
34. PED XING Signs out on Wall St.
35. Street Sweeper — sweep streets
36. PAINT Handi-Cap symbol + spot Behind city Hall By  
Play Ground
37. PAINT Graffiti — under Bridge
38. Unload Flowers + Put Flower Pots Downtown
39. set 2 Live Traps
40. Rotary Square — Benches, Bike Rack out

# Foundation

Moe Adamovich - Eagle River DPW

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**From:** DPW <erdpw@ci.eagle-river.wi.us>  
**Sent:** Wednesday, May 22, 2024 11:14 AM  
**To:** Moe Adamovich - Eagle River DPW



Sent from my iPhone

Dry Rotten ~~floor~~ ~~JOINTS~~ BEAM

BASEMENT

**Moe Adamovich - Eagle River DPW**

---

**From:** DPW <erdpw@ci.eagle-river.wi.us>  
**Sent:** Wednesday, May 22, 2024 11:14 AM  
**To:** Moe Adamovich - Eagle River DPW



Sent from my iPhone

*BASEMENT*

*4x4 Not supporting Nothing  
ON Field STONE*

**Moe Adamovich - Eagle River DPW**

---

**From:** DPW <erdpw@ci.eagle-river.wi.us>  
**Sent:** Wednesday, May 22, 2024 11:13 AM  
**To:** Moe Adamovich - Eagle River DPW



Sent from my iPhone

Field STONE Wall Falling Apart  
Floor Joist or Beam Not on Field  
STONE Wall

Basement



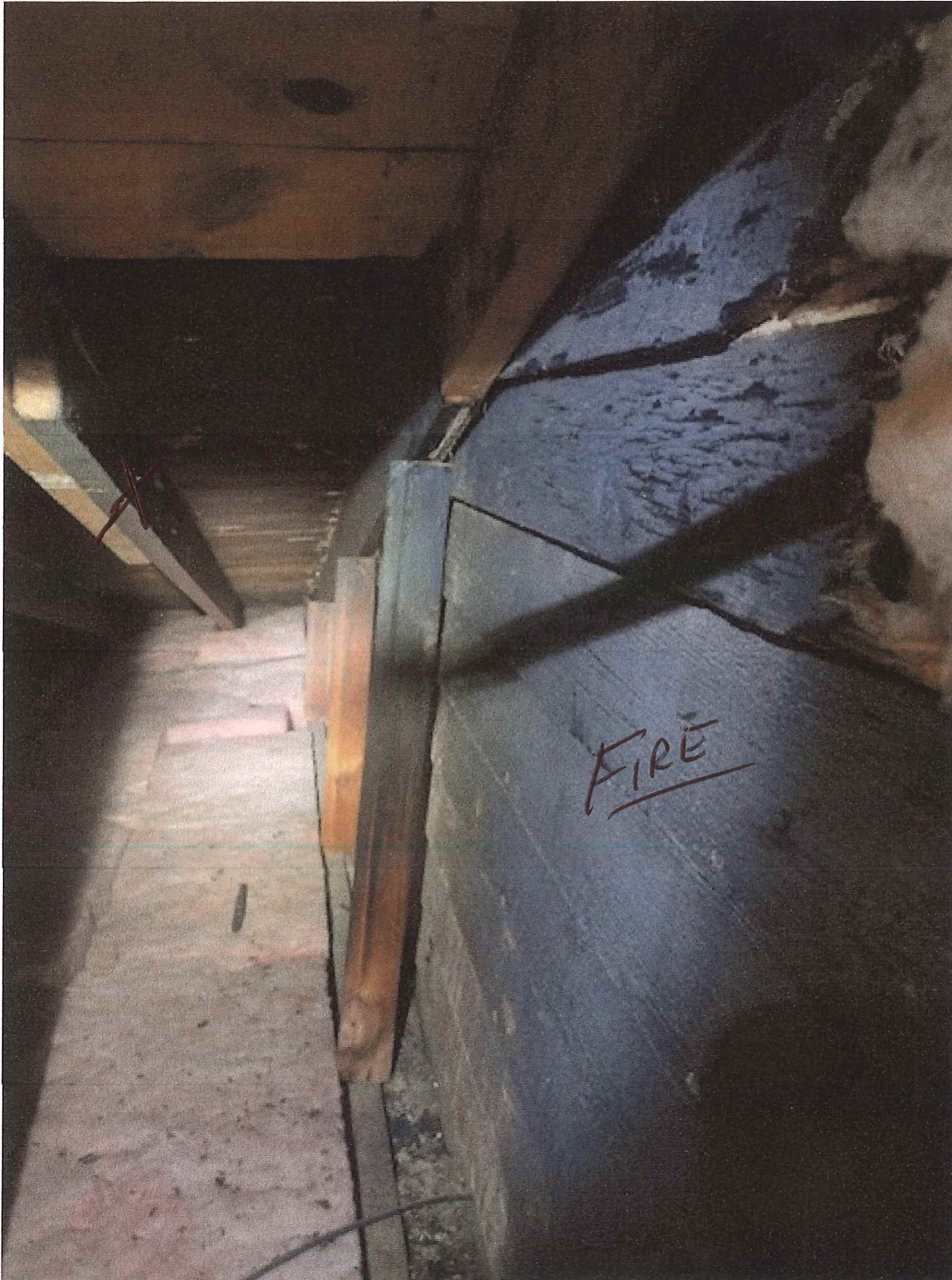


Attic

**Moe Adamovich - Eagle River DPW**

---

**From:** DPW <erdpw@ci.eagle-river.wi.us>  
**Sent:** Wednesday, May 22, 2024 9:19 AM  
**To:** Moe Adamovich - Eagle River DPW



Looks LIKE it HAD  
A FIRE BURNT ROOF  
OFF and THEY SPLICED  
NEW RAFTERS ON

Sent from my iPhone

Looks LIKE HAD A FIRE  
and spliced RAFTER Together

## Moe Adamovich - Eagle River DPW

---

**From:** DPW <erdpw@ci.eagle-river.wi.us>  
**Sent:** Wednesday, May 22, 2024 9:20 AM  
**To:** Moe Adamovich - Eagle River DPW



Sent from my iPhone

Roof is SAGGING thats why RAFTERS  
A lower  
NO TRUSSING

**Moe Adamovich - Eagle River DPW**

---

**From:** DPW <erdpw@ci.eagle-river.wi.us>  
**Sent:** Wednesday, May 22, 2024 9:23 AM  
**To:** Moe Adamovich - Eagle River DPW



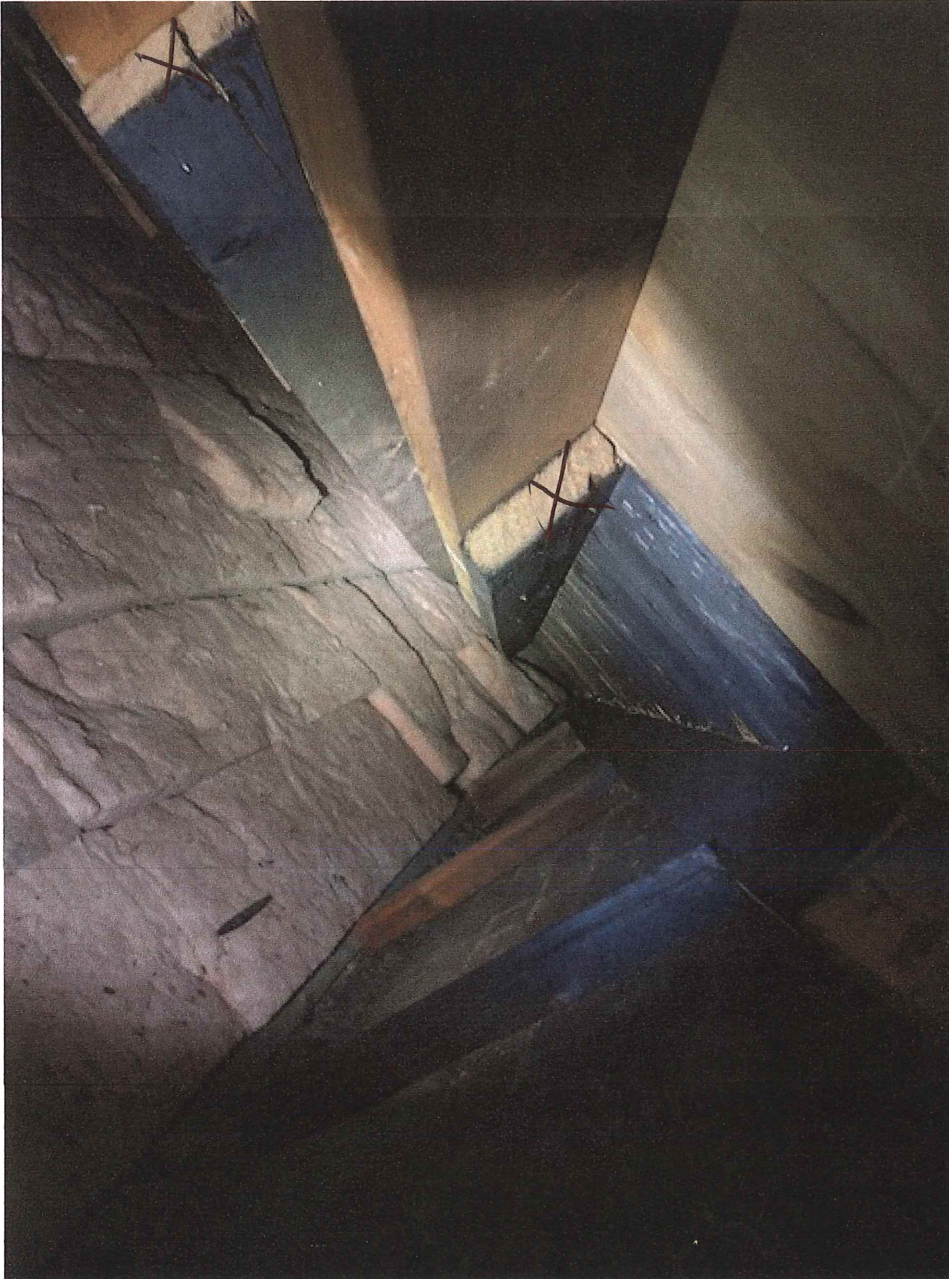
Sent from my iPhone

*ALL  
spliced Together  
NO TRUSSING*

**Moe Adamovich - Eagle River DPW**

---

**From:** DPW <erdpw@ci.eagle-river.wi.us>  
**Sent:** Wednesday, May 22, 2024 9:23 AM  
**To:** Moe Adamovich - Eagle River DPW



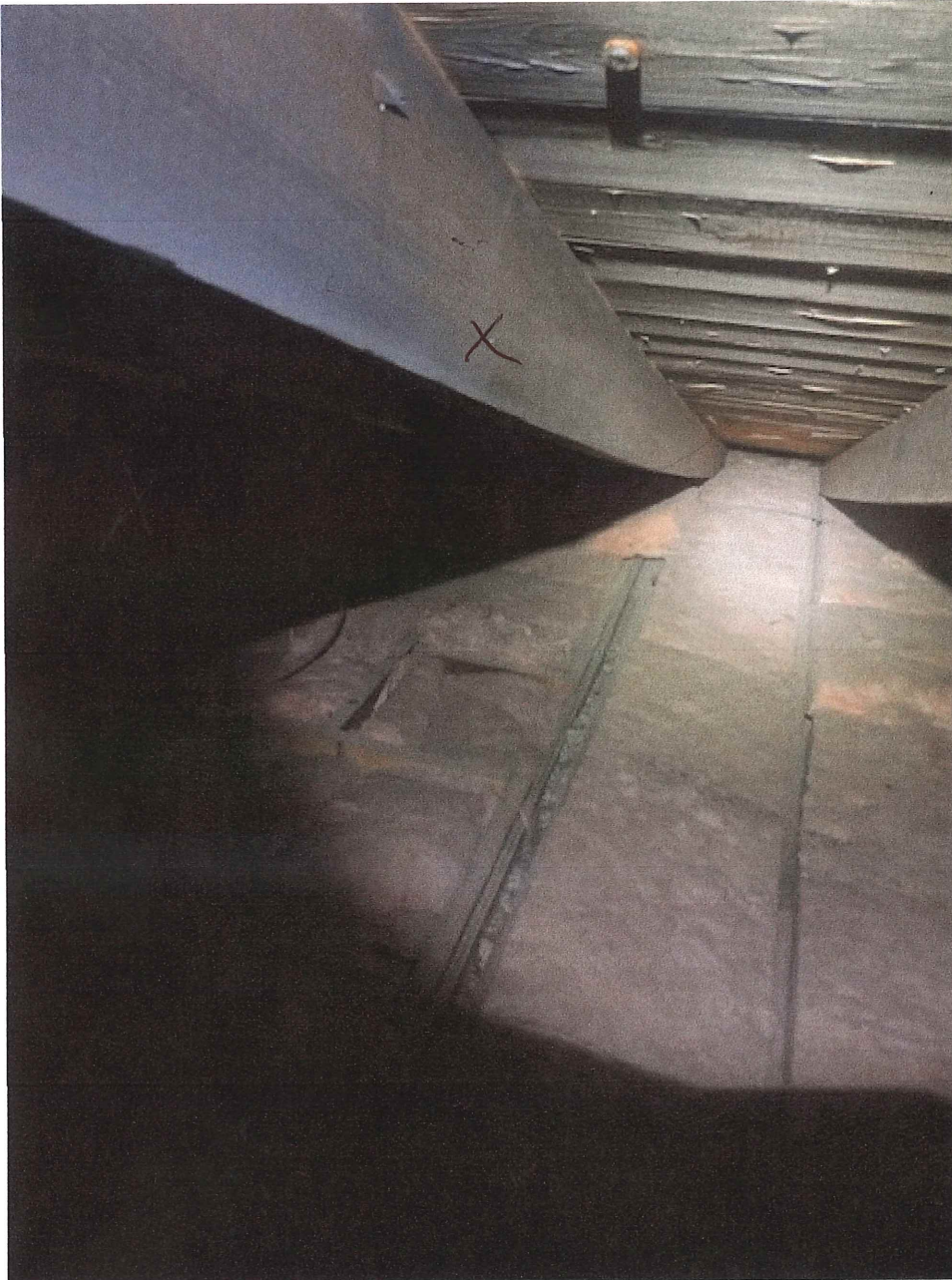
Sent from my iPhone

*Splices Together  
No TRUSSING*

**Moe Adamovich - Eagle River DPW**

---

**From:** DPW <erdpw@ci.eagle-river.wi.us>  
**Sent:** Wednesday, May 22, 2024 9:23 AM  
**To:** Moe Adamovich - Eagle River DPW



Sent from my iPhone

*RAFTER SAGGED - Cause No TRUSSING*

**Moe Adamovich - Eagle River DPW**

---

**From:** DPW <erdpw@ci.eagle-river.wi.us>  
**Sent:** Wednesday, May 22, 2024 9:19 AM  
**To:** Moe Adamovich - Eagle River DPW



Sent from my iPhone

*ALL splices Together  
AND Not Much Insulation  
No TRUSSING*

**Moe Adamovich - Eagle River DPW**

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**From:** DPW <erdpw@ci.eagle-river.wi.us>  
**Sent:** Wednesday, May 22, 2024 9:19 AM  
**To:** Moe Adamovich - Eagle River DPW



Sent from my iPhone

*Spliced Together  
No TRUSSING*



**Moe Adamovich - Eagle River DPW**

---

**From:** DPW <erdpw@ci.eagle-river.wi.us>  
**Sent:** Wednesday, May 22, 2024 9:23 AM  
**To:** Moe Adamovich - Eagle River DPW



Sent from my iPhone

*Spliced Together  
NO TRUSSING*

**Moe Adamovich - Eagle River DPW**

---

**From:** DPW <erdpw@ci.eagle-river.wi.us>  
**Sent:** Wednesday, May 22, 2024 9:21 AM  
**To:** Moe Adamovich - Eagle River DPW



Sent from my iPhone

*Spliced Together  
No TRUSSING*



## Clerks Report May/June 2024

Elections: The month has been busy with new voter registrations, both from new residents and as a result of last month's mover notifications sent out by the Wisconsin Election Commission. Mover card responses and non-responses were all processed with deactivations completed when required. Voters who did not respond to the 30-day absentee ballot request letter, after not returning their April ballot, had their absentee ballot request deactivated. Absentee ballots for August Partisan Primary will be mailed the end of June, we average around a 100 for a non-Presidential election.

Liquor Licenses: Much of my month has been spent on liquor licensing. Many licensees needed help in the completion of their renewals for both liquor and cigarette licenses due to the new forms from the Division of Alcohol and Tobacco. All additional information the licensees supplied on the new forms has been data entered into the City licensing system. Sellers permits, DFI registrations, and PRAT tax registration have all been confirmed with the State, all problems have been rectified. Payment of taxes and utility bills have been verified to be current with three licensees that will have to catch up on utility bill before license issuance. Background checks have been completed by the police department. All liquor license information has been published in the Vilas County News Review as a Class 1 notice.

Operators Licenses: I've been promoting completion of operator license renewals to be to the Clerk 60 days in advance. The May group was large, this month it's a little slower, freeing up my time for the processing of the liquor licenses.

Permits/Licenses: We have a request to keep a teacup potbelly pig (up to 40#) at 313 N 1<sup>st</sup>, and a parade application for Homecoming.

Riverview Park has been rented out multiple times over the past month. The Girl Scouts hosts their bridging ceremony there, graduation parties, birthday parties, and celebrations of life. It continues to be utilized regularly for various familial type gatherings. I have also received a call from an organizer who wants to do a weekly mediation/yoga type Qigong (mediation/yoga) class at Riverview.

Although no application has been received yet, Bob Blaus has been in contact with me for hosting another eRecycling event in August. He informed me that he is hoping to locate on the school grounds, and I have put him in contact with Scott Foster to start that authorization.

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: As of the writing of this report, Mr. Body has not submitted the pyrotechnics certification from Spielbauer Fireworks Co nor the \$5,000,000 certificate of liability insurance with the waivers of subrogation.

Garbage and Recycling: Spring yard waste pickup has been completed. We've had a couple new residential services ordered this month.

Insurance: We received the annual dividend check from MPIC in the amount of \$7,091.00.

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

Department of Revenue Form Filing: 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 received back from the Fire Department and Aspirus Ambulance Director and the certification was submitted on 6/3/24. Because there is a hefty penalty involved in errors or delinquent filings, I filed a month early to give the DOR time to review for concerns. SL-305 will need to be filed annually by July 1.

The 2023 Personal Property Value Report, DOR Form PA-115, is for calculating the WI Act 12 personal property aid payment from the State. I have been notified by Assessor Justin Servin that he will be filing form PA-115 on behalf of our municipality. I have done a preliminary completion of PA-115, computing the values myself to compare to what the Assessor computes for us. The filing deadline with the DOR is July 1.

The Liquor and Cigarette reporting, DOR Form AT-827, has been started. New this year is the addition of the cigarette licensing report and the requirement to report all changes/additions/surrenders of liquor licenses to the DOR by submitting an amended AT-827 with each change. The annual filing of Form AT-827 is due July 15 and I have begun the data entry process of the report.

Meetings: Following the May meetings, all licenses and permits were produced, mailed/mailed to the applicants. The Planning Commission, Board of Review, Finance Committee, and City Council draft minutes were produced and a truncated version of the City Council meeting minutes, 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 June agenda. All Clerk supporting documents for the June 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 62% complete.

Class 1 notice was published, and notices were posted and distributed for the June 4, Board of Review meeting to adjourn to August 22, 2024, due to the tax roll not being completed (interim market revaluation).

City Hall: The porta potty and dumpster have been ordered/delivered to Silver Lake Beach for the season.

Becky J Bolte  
Clerk – City of Eagle River