



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 THURSDAY, AUGUST 15, 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) July 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 8/14/24



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
THURSDAY, AUGUST 15, 2024, 6:00 PM AT CITY HALL, 525 E. MAPLE STREET IN EAGLE RIVER.

The meeting will be available via Zoom at the following link:

<https://us06web.zoom.us/j/81145375663?pwd=bQHgovHJVhgsraba1g3yEoGUXFGtmf.1>

Meeting ID: 811 4537 5663

Passcode: 064873

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of Previous Meetings
5. Discussion and Possible Action on the Following Agenda Items:
 - a) Street Closing/temporary sign/amplification/display of goods permits:
 - i. Three Eagle Half Marathon & 5K, Street Closing, Amplifying Device, Temp Signs, October 12, 2024
 - ii. Preslie Pay it Forward Cancer Ride Toy Drive, Tom Mantsch - Street Closing for parking, Saturday August 17, 9:45am – noon, Wall St from Main to 1st and 1st Street from Wall to alley
 - b) Liquor License: Class “B” Beer/”Class C” Wine – Dirty Kidz Crew LLC, DBA Toad in the Hole, 121 S Railroad St, Beth Millin Agent 9/1/24 – 6/30/25
 - c) Operator’s licenses:
 - i. REGULAR: David Blackberg, Abigail Cornella, Alicia Jellen, Hailey Kubsch, Thomas Newkirk, Robyn Perlewitz, Tricia Schoeneck, Skye Seymer
 - d) MSA Monthly Update
 - i. Safe Streets for All Planning Grant Application, \$3500 application fee.
 - e) Baird policy presentation
 - i. Resolution 1042 – Adopting a Capital Assets Policy
 - ii. Capital Improvement Plan Policy Approval
 - f) Planning Commission Recommendations:
 - i. Andrew Van Dyke is requesting a 24-month extension of *Item 3. Structures* of the Tamarack Business Park Restrictive Covenants, in regard to Lot 12, parcel #221-1056-20, described as SE-NE, Sect. 33, T40N,R10E, which states “The primary approved use structure to be placed upon any property purchased within the Tamarack Business Park shall be constructed and completed within one year from the date of purchase of the subject real estate upon which the structure is being placed.”

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- ii. Premier Eagle River, LLC is requesting a zoning change from Highway Commercial to Multi-Family Residential for Parcel #221-1060-05, described as NW-NE, Sect. 34, T40N,R10E, PRT NW NE EXC 507081,547546,593411. The parcel is located at the northeast corner of US Highway 45/East Pine Street, Wall Street, and State Highway 70 East. The zoning change will include an update the City of Eagle River's comprehensive plan.
 - iii. Premier Eagle River, LLC is requesting a conditional use permit to build a multi-family housing complex consisting of up to 36 units, with a conditional site-plan approval, pursuant to *Zoning Section 106-393 Uses permitted by conditional grant: (6) Multi-family housing in excess of two units* on Parcel #221-1060-05, described as NW-NE, Sect. 34, T40N,R10E, PRT NW NE EXC 507081,547546,593411. The parcel is located at the northeast corner of US Highway 45/East Pine Street, Wall Street, and State Highway 70 East.
 - iv. Approval of subdivision Map 1 for Elm Drive property, Parcel #221-1058-5800 described as SE-SE, Sect. 33, T40N,R10E, PRT SE SE ORDINANCE 529833 EXC 540834.
 - v. For Discussion Only: Interest in pursuing any changes to the zoning code to allow conditional use for secondary residences in single-family residential zoning.
 - g) Golf Course Updates from Golf Pro and Greens Superintendent
 - i. Approval of Northern Glass quote for window replacement from vandalism - \$2,929.09
 - h) Light & Water – Approval to opt out or remain in the PFAS class action settlements with Tyco and BASF
 - i) Department of Public Works, ex-post-facto approval of wedge replacement for snow equipment. Wausau Equipment/Alamo Group, \$4847.30.
 - j) Police chief monthly update on departmental activities
 - i. Contract with the Lakeland Area Mountain Biking Organization for Cranberry Fest assistance (replacing Civil Air Patrol).
 - k) Approve payment of the bills for the City and the Golf Course
 - l) Council appointments to Commissions and Committees
 - m) Administrator's monthly update on activities of all departments
 - n) Treasurer's monthly update.
 - o) Clerk's monthly update
7. Adjourn.

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Date of posting 8/14/24

July 9, 2024

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

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

Treasurer confirmation that all bank accounts are reconciled: Hoffmann reported she is working on reconciling May.

Treasurer report of any and all late payments and penalties. Hoffmann reported she is having issues with invoices not being forwarded to her for golf course purchases and contacted vendors to update billing information. No late fee's have been paid. Golf Now, G1, point of sale program at the pro shop is not working as it should causing balancing problems.

June Financial Review: No update.

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

Motion by Burkett, 2nd by Kressin to adjourn at 5:54 PM. Carried, all.

Becky Bolte - Clerk

July 9 2024

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

The Pledge of Allegiance was led by Ron Kressin and was recited by all present.

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

Motion by Kressin, 2nd by Schaffer to approve the minutes of the 6/11/24 Finance Committee and Common Council meeting and 6/27/24 Special Common Council meeting. Carried, all.

Mayor Hyslop changed the order of the agenda, moving item P to the top.

P) Permission to place Bluebird Boxes on city property, Greg Olson. Greg and Karen Olson, members of BRAW (Bluebird Restoration Association of WI), presented the request showing Council proposed bluebird boxes with Ginner stating she had given Olson a map of areas within the City to place them. Olson wishes to place about a ½ dozen birdhouses on City property. Tony Sable from the golf course asked Olson about placement at the golf course and the two of them will connect. *Motion by Burkett, 2nd by Kressin to grant permission to Greg and Karen Olson to place Bluebird houses on City property. Carried, all.*

A) Street Closing/temporary sign/amplification/display of goods permits: *Motion by Schaffer, 2nd by Kressin to approve Dynamic Lifecycle Innovations – Temp Signs at North and South ends of Pleasure Island Road for Recycling Extravaganza at NPSD, 8/24/24. Carried, all*

B) Operator's licenses: REGULAR: Anne Barkley, Jillian Dupree, Lisa DeRuiter, McCall Hocking, Stacy Oas, Anita Allen, Christine Aldridge, Susan LaChapelle Angela Vinnedge TEMP: Barry McLeane – Ex Post Facto *Motion by Burkett, 2nd by Kressin to approve all regular and temporary operators licenses as presented, Carried, all.*

C) Denny Geiseman - Veterans Resource Center: Request to keep the west lane of First Street, from Wall St to north alley, closed overnight with food tents staying on site for use at Chamber Antique Motorcycle Show on 8/13 and Veterans Resource Center Come to the Coop to Support our Troops on 8/14/24: Bolte reported the

Police Department is OK with the request but would not be providing security. *Motion by Schaffer, 2nd by Kressin to approve Veterans Resource Center request to close the west lane of First Street, from Wall St to the north alley overnight on August 13 to leave food tent setup between events. Carried, all.*

D) MSA Monthly Update: A written update was provided by Kriesel including an update on the 2024 Street Improvement Program, the Silver Lake Road Project, and the E Spruce and N Third Street Project. Kriesel reported Pitlik was the only bidder on the Maple/Birch resurfacing project and came in lower than anticipated. *Motion by Burkett, 2nd by Kressin to approve the Maple/Birch Street resurfacing project bid from Pitlik & Wick for \$208,388.75. Carried on a roll call vote. Ayes: Burkett, Kressin, Schaffer, Marquardt Nays: None*

Motion by Burkett, 2nd by Kressin to approve Borrowing Resolution #1042 - \$208,388.75 for the Maple/Birch Resurfacing Project. Carried on a roll call vote. Ayes: Burkett, Kressin, Schaffer, Marquardt Nays: None

E) Baird policy presentation: Adam Ruechel of Baird presented proposed policies.

Motion by Schaeffer, 2nd by Kressin to approve the Debt Management Policy, the Fund Balance Policy, and the Investment Policy as presented. Carried on a roll call vote. Ayes: Schaffer, Kressin, Marquardt, Burkett Nays: None

Discussion on DRAFT Capital Assets Policy and DRAFT Capital Improvement Plan Policy. Final drafts will be presented at August City Council meeting for approval.

F) Golf Course Updates from Golf Pro and Greens Superintendent: Golf Pro Tony Sable provided a written report. Sable reported that weather has been a factor and revenue is down. He also reported problems with the Golf Now – G1 point of sale program at the pro shop.

G) Dog Park Update: Discussion on the sale of up to 10 acres of the 17-acre Elm Drive property to fund development of the dog park. Ginner gave a preliminary estimate for the cost of fencing at the proposed dog park site to be around \$45,000. *Motion by Burkett, 2nd by Kressin, to grant permission to Ginner to pursue the sale of up to 10 acres of the 17-acre Elm Drive property to the East of the existing stump dump to fund development of a proposed dog park on airport property. Carried on a roll call vote. Ayes: Burkett, Kressin, Schaffer, Marquardt, Nays: None*

H) City Building Maintenance Proposals: Ginner presented that the maintenance items have been budgeted for and that estimate totals were below the bid requirement threshold. *Motion by Burkett, 2nd by Kressin to authorize and accept bids as provided for the following:*

1. *Depot washrooms – drywall repair and surface painting – Jim Ritzer, \$2,000 materials and labor*
2. *City Hall Light & Water entrance repair – Jim Ritzer, \$910.00 materials and labor*
3. *City Hall Light & Water and ERRP Office, add three air returns and associated duct work – Culver's Heating & Cooling, \$2,500.00 (estimate) materials and labor*
4. *Air conditioning unit replacement – Culver's Heating & Cooling, \$6,500 materials and labor*

Carried on a roll call vote. Ayes: Burkett, Kressin, Schaffer, Marquardt Nays: None

I) Mayor Hyslop reported the resignation of Alderman Ron Kressin, effective July 29, 2024 as he is moving from the area. Kressin spoke to his seven plus years on Council with fondness and appreciation to the wonderful community. Kressin was thanked for a job well done. *Motion by Burkett, 2nd by Schaffer to approve the appointment of Dan Dumas as representative for Aldermanic District 4, Ward 5, to the Eagle River Common Council to fill upcoming Aldermanic seat vacancy for term ending April 2025. Appointment effective July 31, 2024. Carried on a roll call vote. Ayes: Burkett, Schaffer, Marquardt, Kressin Nays: None*

J) Approve payment of the bills for the City and the Golf Course. Motion by Schaffer, 2nd by Kressin to approve payment of the bills for the city and the golf course as recommended by the Finance Committee. Carried on a roll call vote. Ayes: Schaffer, Kressin, Marquardt. Nays: None Abstaining: Burkett

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

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

M) Treasurers monthly update: Hoffmann provided verbal update.

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

O) Rescheduling of August regular City Council meeting. The regular City Council meetings in August fall on the August 13 Primary election. The August regular Finance Committee and City Council meeting will be held on Thursday August 15.

Motion by Kressin, 2nd by Burkett to adjourn the meeting at 6:53 PM. Carried, all.

Becky Bolte - Clerk

City of Eagle River

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

PERMIT APPLICATION (REVISED 8/2021)

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

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

(PLEASE check ALL that apply)

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

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

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

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

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

Today's Date: 7/24/2024 Event Date(s): 10/12/2024

Event Name: Three Eagle Half Marathon & 5K

Times of Event: 8:30am-9:30am

Organization Name: Three Eagle Half Marathon & 5K

Contact Person(s): Jayne Wyss

Phone #(s): 715-781-9673

Physical AND Mailing Address: 8621 Bellman Ln, Eagle River, WI 54521

Street(s) to be CLOSED: South Railroad, south of Dairy Queen driveway

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

3 barricades,

Event Location / Display: South Railroad St, beginning of Three Eagle trail

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

Location of Signs: Starting line just south of Dairy Queen driveway

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

Location of Street Banners: _____

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

Signature of Organizer: Nathan Koch

Digitally signed by Nathan Koch
Date: 2024.07.24 15:28:17 -05'00'

Print Name: Nathan Koch

Current Certificate of Insurance on file: ☒ Yes ☐ No

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

Becky J Bolte - City Clerk

Final approval of this application based on concurrence of Police Chief

City of Eagle River

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

PERMIT APPLICATION (REVISED 3/2024)

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

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

(PLEASE check ALL that apply)

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

- ☐ Amplifying Device
☐ Temporary Signs
☐ ** Street Banners (*the attached D.O.T. app **MUST** be filled out*)
☐ Animals to be kept for exhibition or amusement

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

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

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

Today's Date: 7-6-24 Event Date(s): Saturday August 17, 2024

Event Name: Preslie Pay if Forward Cancer Ride Toy Drive

Times of Event: 9:45 a.m. to 12:00 p.m.

Organization Name: Norse Drengers - Vigilance Motorcycle Riding Club

Contact Person(s): Thomas Mantsch Phone #(s): 906-284-7275

Contact Email: Thomasmantsch1760@gmail.com

Physical **AND** Mailing Address: 574 Sunset Lake Rd. Iron River, MI 49935

Street(s) to be CLOSED: Wall Street from Between Main Street and S 1st street,
also S 1st Street between E Wall St and E Division St.

Barricades / Cones / Picnic Tables (detail how many of each are needed): Maybe a barricade and each end
of the blocks so cars don't go down that small section and save room for
bikes.

Event Location / Display: We have a stop at Grandma's Toy Box and also LP's Pizza
+Pasta. Will have a line of motorcycles lined up on main St

Type(s) of Goods to be Displayed: Motorcycles and Other vehicles for 2 hours parking

Location of Signs: _____

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

Location of Street Banners: _____

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

Signature of Organizer:  Print Name: Thomas Mantsch

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

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

Becky J Bolte - Clerk

Final approval of this application based on concurrence of Police Chief

City of Eagle River

CLIENT LIAISON:

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

DATE:

August 15, 2024



2024 STREET IMPROVEMENT PROGRAM (R00088135)

Pitlik & Wick Inc. was awarded the project at the council meeting in July and is waiting until after the August 13th election to begin work on the project. MSA will have Bill Andrus on site during the project to provide RPR services.

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 3, 2024
Construction Begins	Summer 2024
Construction Substantial Completion	September 2024
Construction Final Completion	September 2024

SILVER LAKE ROAD (R00088117)

MSA will have a surveyor on site during the week of August 5th to collect topography for the project.

The wetland delineation process is nearing completion and the report has been submitted to Wisconsin DNR.

During the meeting with the DNR in June to discuss post construction performance standards we learned that a manufactured storm sewer up flow structure may be needed to meet the post construction performance standards

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 planned project is 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 allow 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.

Safe Streets and Roads for All (SS4A) Program Facts



The U.S. Department of Transportation (USDOT) **Safe Streets and Roads for All (SS4A)** program provides grants to local, regional, and Tribal communities for implementation, planning, and demonstration activities as part of a systematic approach to prevent deaths and serious injuries on the nation's roadways.

This roadway safety program was created by the **Bipartisan Infrastructure Law** and provides \$5 billion over 5 years. The funding helps communities address the preventable crisis of deaths on our nation's roads, streets, and highways through safer people, roads, and vehicles; appropriate vehicle speeds; and improved post-crash care.

The SS4A program funds two types of grants:

- **Planning and Demonstration Grants** for Comprehensive Safety Action Plans, including supplemental safety planning and demonstration activities to inform an Action Plan.
- **Implementation Grants** to implement strategies or projects identified in an existing Action Plan.

SS4A is exclusively designed to help local communities. There are three remaining funding rounds, including the round currently open in 2024.

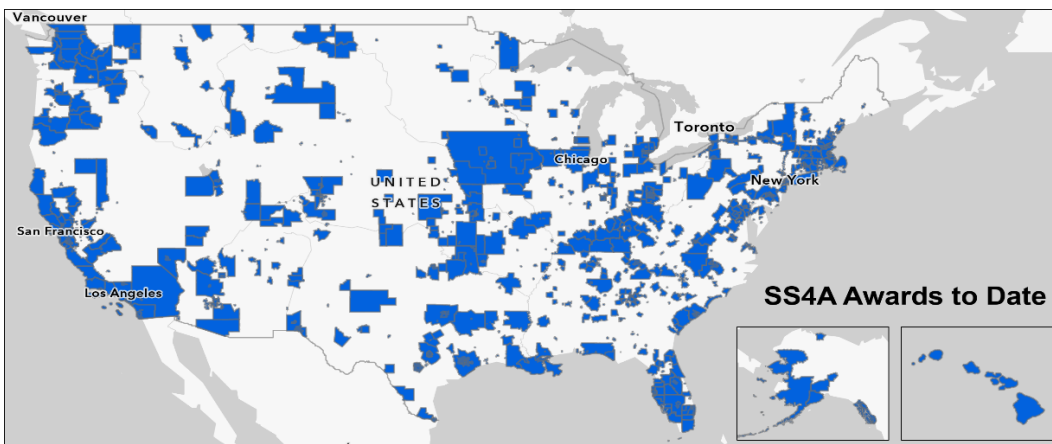
For more information, use the QR code above or visit the [SS4A website](https://www.transportation.gov/grants/SS4A).

SS4A grants are already making an impact nationwide

- In the first two years of funding, USDOT awarded **\$1.7 billion** to over **1,000 communities** across **all 50 states and Puerto Rico**.
- Awarded communities comprise about **70% of the nation's population**.
- SS4A funds to improve roadway safety planning have been awarded to localities that make up 61% of all roadway fatalities.
- Projects and activities will significantly **improve safety for all people using the road** in those communities, including drivers, passengers, pedestrians, bicyclists, people using transit, and people with disabilities.

Awards reach communities of all different sizes and safety needs:

- **Rural communities** comprise around half of all grant award recipients to date.
- 465 communities (41% of award recipients) have **populations under 50,000**.
- 382 award recipients (75%) in the first year were **new direct Federal funding recipients to USDOT**.
- Over half of funds will **benefit underserved communities**, providing equitable investment to places that need funding the most.



SS4A amplifies our impact by working across government and with external partners

The SS4A program collaborates within USDOT, and with outside organizations that are committed to roadway safety, to disseminate program information and build capacity to help communities apply for grants and successfully implement grant activities.

- Coordinated technical assistance and promotion efforts focus on advancing roadway safety in rural areas, Tribal communities, and places in the Thriving Communities network. **In the past 2 years, USDOT staff directly reached communities in every state.**
- USDOT works with **trusted non-governmental organizations and partners** that understand communities' roadway safety challenges and needs. These partners include organizations such as the Local Infrastructure Hub, National League of Cities, National Association of County Engineers, League of American Bicyclists, Vision Zero Network, Rural Partners Network, Urban Sustainability Directors Network, and Emergency Medical Services groups, and events like the National Transportation in Indian Country Conference.

SS4A helps applicants compete for funding based on merits, not technical capacity

Applying for Federal discretionary grants is new for some communities—many of which may not have a team of grant writers on their staff. The SS4A program works with applicants throughout the evaluation process to ensure that they have complete and accurate information and are not disqualified due to an administrative error during the submission process.

- In the second funding year (FY23), SS4A conducted **follow-up outreach to 85% of applicants (roughly 600 communities)** to provide opportunities to address missing application elements and program requirements. As a result, **almost no applicant was turned away** because of an incomplete application.
- For those who are unsuccessful, SS4A offers a detailed debrief to help applicants develop more successful applications in future rounds. SS4A conducted approximately **130 debrief interviews** in January and February of 2024.

SS4A award recipients receive extra support to ensure successful grant administration

After awards are made, the SS4A program continues to help communities be successful in developing, executing, and administering grant agreements.

- A streamlined grant process was developed to help finalize and sign grant agreements as quickly as possible, even for communities that have never received grant funding from USDOT. **Of the 511 award recipients** in the first round announced in February of 2022, **over 90% have executed grant agreements** in place and initial **funding amounts obligated**.
- A Technical Assistance Center was established to support grant recipients with training and technical assistance, including how to comply with Federal requirements and how to develop Comprehensive Safety Action Plans.
- A Community of Practice was created to help grant recipients learn from each other across the 1,000+ communities that have received awards to date.

The next funding opportunity is open now!

The fiscal year (FY) 2024 Notice of Funding Opportunity (NOFO) for Safe Streets and Roads for All grants opened in February 2024. The FY 2024 NOFO has multiple deadlines, depending on the grant type:

- **April 4, 2024**, 5 p.m. (EDT): Deadline #1 for Planning and Demonstration Grants.
- **May 16, 2024**, 5 p.m. (EDT): Deadline for Implementation Grants. Deadline #2 for Planning and Demonstration Grants.
- **August 29, 2024**, 5 p.m. (EDT): Deadline #3 for Planning and Demonstration Grants. NOFO closes.





Professional Services Agreement

MSA Project Number: 00088137

This AGREEMENT (Agreement) is made effective 08/12/2024 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1835 North Stevens Street, Rhinelander, WI 54501

Phone: 920-545-2086

Representative: Art Bahr

Email: abahr@msa-ps.com

CITY OF EAGLE RIVER (OWNER)

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

Phone: 715-479-8682

Representative: Jeffrey Hyslop

Email: jah4wi@choicetel.net

Project Name: Eagle River Safe Streets 4 All Grant Application

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

The schedule to perform the work is: Approximate Start Date: 08/13/2024
Approximate Completion Date: 09/30/2024

The lump sum fee for the work is: \$3,500

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

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

CITY OF EAGLE RIVER

Jeffrey Hyslop

Mayor

Date: _____

MSA PROFESSIONAL SERVICES, INC.

Brittney Mitchell

Brittney Mitchell

Team Leader

Date: 8/6/2024

OWNER ATTEST:

Becky Bolt

City Clerk

Date: _____

Art Bahr

Art Bahr

Sr. Community Development Administrator

Date: 8/6/2024

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

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

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

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

(b) Designated Owner Representative

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

(c) Tests, Inspections, and Reports

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

(d) Additional Consultants

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

(e) OWNER Provided Services and Information

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

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

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

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

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

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

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

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

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

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

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

12. **Electronic Documents and Transmittals.** Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive

the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

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

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

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

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

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

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

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

18. Insurance. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment A: Safe Streets for All Grant Application

SECTION I: BASIC SERVICES – SS4A Grant Application Assistance

MSA agrees to provide services for the preparation of an application for a Safe Streets for All Planning Grant Application as hereinafter stated:

- 1.1 Participate in one pre-application meeting.
- 1.2 Review with OWNER: activities and eligible items for the grant application.
- 1.3 Review with OWNER: information needed from the OWNER, as required for the grant application.
- 1.4 Preparation of grant application items, to include:
 - Information and data for grant entry,
 - Construction of required narratives.
- 1.5 Prepare and submit appropriate final application data for client input into the grant application portal or website.

SECTION II: THE OWNER'S RESPONSIBILITIES

The OWNER will:

- 2.1 Examine all studies, reports, estimates, and other documents presented by MSA.
- 2.2 Provide such legal, accounting, public facilities records, appraisals, estimates as may be required for the Project, and such auditing service as the Project may require.
- 2.3 Provide MSA with copies of existing studies, reports, plans, maps, images, and surveys relative to the documentation of needs of the community and particularly those that are relevant to the grant application.
- 2.4 Designate in writing a person to act as the Owner's representative with respect to the services to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, provide on-line grant website administration, register MSA and assign MSA with roles required for access to the on-line grant application website, interpret and define Owner's policies and decisions with respect to services covered by this Agreement.
- 2.5 Have an active System of Awards Management (SAM.gov) account or be able to activate their registration within time to allow for the timely creation and submittal of the SS4A grant application.
- 2.6 Provide MSA with access to on-line sites and on-line applications as required for grant preparation and submission.
- 2.7 Participate in program planning, review and approve application.

Resolution XX-XX

Adopting the Capital Assets Policy of the City of Eagle River

WHEREAS, the City determined the need to document their Capital Assets Policy regarding the inclusion of capital assets on their financial statements.

WHEREAS, such a policy will facilitate the proper financial management of the City;

NOW, THEREFORE IT BE RESOLVED, that the Common Council of the City of Eagle River does hereby adopt the attached Capital Assets Policy, and.

BE FUTHER IT RESOLVED that this Resolution is permanently entered into the record of the proceeding of City of Eagle River, Vilas County, Wisconsin

Introduced at a regular meeting of the Common Council of the City of Eagle River conducted on the 9 day of July 2024

Passed and adopted this 13th day of August 2024.

Jeff Hyslop, Mayor

ATTEST:

Becky Bolte, Clerk

VOTE: Ayes _____ Noes _____

CITY OF EAGLE RIVER FINANCIAL POLICIES/PROCEDURES

Capital Asset Policy

- Purpose:** The purpose of this policy is to establish a consistent methodology for recording in the financial records of the City of Eagle River (“City”), the capitalization and depreciation of capital assets, consistent with current reporting requirements as determined by the State of Wisconsin and the Governmental Accounting Standards Board (“GASB”).
- General:** The City of Eagle River holds certain capital assets which include land, buildings, building improvements, vehicles, machinery, equipment, docks and piers, furniture, appliances, infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a one-year period.
- These assets must be accounted for at historical cost or estimated historical cost and fairly represented in the City of Eagle River’s Annual Financial.
- Valuation:** All costs shall be documented, including methods and sources used to establish such cost basis.
1. Purchased assets: the recording of purchased assets shall be made based on actual costs, including all ancillary costs, based on the vendor invoice or other supporting documentation.
 2. Self-constructed assets: all direct costs (including labor) associated with the construction project shall be included in establishing a self-constructed asset valuation. If a department is unable to identify all direct costs an estimate of the direct cost is acceptable but must be supported by a reasonable methodology.
 3. Donated assets: assets acquired by gift, donation, or payment of a nominal sum not reflective of asset’s fair market value shall be assigned cost equal to the fair market value at the time of acquisition.
 4. Leased property: capital lease property shall be recorded as an asset and depreciated as though it had been purchased.
 5. Dedicated assets: required installation by developers of public improvements, including but not limited to sanitary sewer mains, manholes, laterals, water mains, hydrants, valves, storm and sanitary sewers, streets, curb and gutter, streetlights, street signs, sidewalks will be dedicated to the City upon completion. Recording of infrastructure assets will be made based on actual costs, including ancillary costs, based on vendor invoice or other supporting documentation provided by the developer.
 6. Shared purchases: assets shared with other municipalities or entities shall be made based on the City’s share of actual costs, including ancillary costs, based on vendor invoice or other supporting documentation.

Ancillary costs: Ancillary costs are to be included in the capitalized cost of a fixed asset. However, minor costs, not measurable at the time a fixed asset is recorded in the City's fixed asset inventory system, may be expensed.

Ancillary costs include:

- Buildings and Improvements: professional fees of architects, attorneys, appraisers, financial advisors, etc.; damage claims; costs of fixtures permanently attached to a building or structure; insurance premiums and related costs incurred during construction; and other expenditures necessary to place a building or structure into its intended state of operation.
- Equipment: transportation charges, installation costs, and any other normal and necessary expenditure required to place the asset into its intended state of operation.
- Land: legal and title fees, surveying fees, appraisal and negotiation fees, damage payments, site preparation costs, and costs related to demolition of unwanted structures.

Classification: Capital assets include items with useful lives greater than one year, land, land improvements, buildings, building improvements, construction work in progress, machinery and equipment, vehicles, infrastructure, easements, and works of art and historic treasures. A capital asset is to be reported and, with certain exceptions, depreciated in government-wide statements. Assets that are not capitalized are expensed in the year of acquisition.

Infrastructure assets are long-lived assets that normally can be preserved for a significantly greater number of years than most capital assets and that are normally stationary in nature. Examples include roads, bridges, tunnels, drainage systems, water systems, and dams. Infrastructure assets do not include buildings, drives, parking lots, or any other examples given above that are incidental to property or access to the property.

Long-term assets can be classified into the following:

- Furniture and equipment: office furniture; office, data processing, and special department equipment
- Vehicles and equipment: vehicles, operating and mechanical equipment.
- Land: land, land improvements
- Buildings: buildings, building improvements
- Infrastructure: streets, bridges, water and sewer systems, drainage systems, sidewalks, curb, and gutter, etc.

Capitalization: Capital asset value thresholds for capitalization are to be applied to individual capital assets rather than to groups of similar capital assets. Capital assets must have an initial value to \$5,000 or more. This will be known as the "capitalization threshold" for reporting purposes in the Annual Financial

Report. The Water and Sewer Utilities will follow capitalization guidelines as established by the Wisconsin Public Service Commission.

Repair and maintenance costs are expenditures that keep the property in ordinary efficient operating condition. The cost of the repair does not add to the value or prolong the life of the asset. All repair and maintenance costs to capital assets are to be treated as an annual operating expense and charged to the appropriate department and fund.

Improvements are expenditures for additions, alterations, and renovations that appreciably prolong the life of the asset, materially increase its value, or adapt it to a different use. Improvement costs of \$5,000 or more to an individual capital asset are to be capitalized.

Depreciation: All long-term assets (except for land, certain land improvements, and construction in progress) identified in the capital assets policy will be depreciated/amortized. Regardless of the month the asset is placed in service, a full year of depreciation/amortization will be recorded in the first year. Once the asset has been fully depreciated, the asset will be kept on the books until disposed of. When the asset is disposed of prior to the end of its useful life, the remaining “book” value will be written off as depreciation unless it will materially affect the City’s financial statements.










The water utility will follow guidelines for depreciation as established by the Wisconsin Public Service Commission.










Useful Life: To determine the useful life of an asset for depreciation purposes, the City shall consider an asset’s present condition and how long it is expected to meet its service demands in addition to applying applicable industry standards for useful life.

Inventory: An inventory of all long-term assets should be reviewed and updated annually.

Capital Assets Policy
Developed: July 2024
Adopted: August 2024

2nd Quarter Budget Monitoring Report, City of Eagle River, WI thru 6/30/24

Item #	Title	2023 Budget	2024 Budget	2024 YTD	2024% OF BUDGET YTD	STATUS	Comments/Action Plan (if required)
GENERAL FUND REVENUES							
1	General Property Taxes	\$ 1,047,643	\$ 1,055,725	\$ -	0.00%		Journal entry needs to be made to move taxes from accounts receivable to revenue line item in general fund.
2	Room Tax	\$ 52,000	\$ 52,000	\$ 2,651	5.10%		Currently projecting lower than budget forecast but anticipate to receive majority of revenue in Q 3 and 4.
3	Premier Area Resort Tax	\$ 150,000	\$ 175,000	\$ 100,508	57.43%		Currently forecasted to meet or exceed budgetary projection.
4	Shared Revenue	\$ 80,485	\$ 154,625	\$ -	0.00%		Anticipate to reach budgetary projection during quarter 3 or 4.
5	General Transportation Aids	\$ 246,000	\$ 246,000	\$ 68,909	28%		Currently forecasted to meet budgetary projection.
6	Liquor Licenses	\$ 11,000	\$ 11,000.00	\$ 12,761	116%		Has already exceeded budgetary projection.
7	Law & Order Violations	\$ 6,800	\$ 6,800.00	\$ 4,016	59.06%		Currently forecasted to meet budgetary projection.
8	Garbage Collection	\$ 106,533	\$ 105,152.00	\$ 550	0.52%		Currently projecting lower than budget forecast but anticipate journal entry in Q3 to meet budgetary projection.
9	Interest Income	\$ 1,000	\$ 2,000.00	\$ 50,326	2516%		Have already exceeded budgetary projection.
10	Other Misc. Revenues	\$ 6,000	\$ 6,000.00	\$ 21,837	364%		Have already exceeded budgetary projection.

2nd Quarter Budget Monitoring Report, City of Eagle River, WI thru 6/30/24							
Item #	Title	2023 Budget	2024 Budget	2024 YTD	2024% OF BUDGET YTD	STATUS	Comments/Action Plan (if required)
GENERAL FUND EXPENDITURES							
1	Accounting Auditor	\$ 41,500	\$ 44,335.00	\$ 59,780	134.84%		Will look to adjust figure for 2025 budget.
2	General Building Utilities	\$ 14,050	\$ 20,000.00	\$ 7,073	35.37%		Currently forecasted to be below budgeted amount.
3	General Building Maintenance & Exp	\$ 18,500	\$ 23,500.00	\$ 1,246	5.30%		Currently forecasted to be below budgeted amount.
4	Police Overtime	\$ -	\$ 30,000.00	\$ 9,479	31.60%		Currently forecasted to be below budgeted amount.
5	Police Fuel & Oil	\$ 19,000	\$ 16,000.00	\$ 4,457	27.85%		Currently forecasted to be below budgeted amount.
6	Administration Payroll	\$ 216,762	\$ 217,235.00	\$ 127,665	58.77%		This category considers the payroll costs for the City Administrator, Clerk, Treasurer, Mayor, and Common Council.
7	Public Wks Wages/Salaries	\$ 327,396	\$ 309,530.00	\$ 149,516	48.30%		Currently on track to be around budgetary projection.
8	Street Fuel & Oil	\$ 40,000	\$ 45,000.00	\$ 9,234	20.52%		Currently forecasted to be below budgeted amount.
9	Room Tax Expense	\$ -	\$ 46,800.00	\$ 5,234	11.18%		Anticipate making payment in future quarter.
10	Street - Local Outlay	\$ -	\$ -	\$ 158,469			Non budgeted item but will continue to monitor costs to determine if amount needs to be incorporated into 2025 operating budget.

THE CITY OF EAGLE RIVER, WISCONSIN COMMON COUNCIL SUMMARY SHEET

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

**TITLE: 2024 City of Eagle River General Fund & Golf Course
Quarterly Financial Report-Quarter 2**

**DATE
August 13, 2024
VOTE REQUIRED:
N/A**

PREPARED BY: Adam Ruechel, Baird Budget Consultant

Description:

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

Below is a breakdown of estimated general fund revenues and expenditures as of 6/30/2024:

GENERAL FUND REVENUES			
FUND	2024 Budget	06/30 Y-T-D	% of Budget
Taxes	\$ 1,472,750.00	\$ 238,518.53	16.20%
Special Assessment	\$ 305.00	\$ -	0.00%
Intergovernmental	\$ 418,785.00	\$ 140,498.32	33.55%
Licenses & Permits	\$ 37,270.00	\$ 27,583.34	74.01%
Fines & Forfeitures	\$ 7,300.00	\$ 5,118.02	70.11%
Public Charges	\$ 110,502.00	\$ 10,675.34	9.66%
Intergovernmental Charges	\$ 50,000.00	\$ 25,000.00	50.00%
Miscellaneous	\$ 36,610.00	\$ 92,468.97	252.58%
Other Financing Sources	\$ 105,000.00	\$ 280,790.00	267.42%
GENERAL FUND EXPENDITURES			
FUND ACCOUNT	2024 Budget	3/31 Y-T-D	% of Budget
General Government	\$ 555,477.00	\$ 323,463.92	58.23%
Public Safety	\$ 1,108,562.00	\$ 539,457.67	48.66%
Public Works	\$ 977,216.00	\$ 363,268.97	37.17%
Health and Human Services	\$ 100.00	\$ -	0.00%
Culture, Recreation, and Ed.	\$ 191,158.00	\$ 97,930.84	51.23%
Conservation and Development	\$ 109,720.00	\$ 20,213.43	18.42%
Capital Outlay	\$ 45,000.00	\$ 158,468.74	352.15%

As you can see in the table some fund areas such as Other Financing Sources, Fines/Forfeitures, Licenses and Permits, and Miscellaneous are showing as exceeding the quarterly revenue average (Q2 should be around 50%). Other areas such as Taxes, Public Charges, and Intergovernmental will showcase artificially low as most of those revenue payments are not finalized till quarter 3 or later. Some accounts have fund transfer which occur throughout the course of the year such as Taxes and Public Charges and therefore will show as being artificially low in percentage.

As you can see in the table most expenditure accounts within the general fund are showing to be in good standing in relation towards the % of budget quarterly average which would be 50%. Some areas such as General Government and Culture, Recreation, and Ed. Are above the 50% margin and it is anticipated as the year progresses the % figure will showcase more in line with the average.

Below is a breakdown of the estimated golf course revenues and expenditures as of 6/30/2024:

GOLF COURSE REVENUES			
FUND	2024 Budget	6/30 Y-T-D	% of Budget
Payable from Restriced Assets	\$ -	\$ 54.70	
Sales	\$ 1,072,480.00	\$ 362,981.51	33.85%
Interest Income	\$ 1,700.00	\$ 2,550.21	150.01%
Miscellaneous Revenues	\$ -	\$ 1,000.00	
GOLF COURSE EXPENDITURES			
FUND ACCOUNT	2024 Budget	3/31 Y-T-D	% of Budget
Golf Course Expenses	\$ 815,147.00	\$ 368,227.59	45.17%
Other Financing Uses	\$ 120,000.00	\$ -	0.00%

Below is a breakdown of the combined funds as of 06/30/2024:

REVENUES			
FUND	2024 Budget	6/30 Y-T-D	% of Budget
General Fund	\$ 2,238,522.00	\$ 820,652.52	36.66%
Golf Course	\$ 1,074,180.00	\$ 366,586.41	34.13%
Debt Service	\$ -	\$ 1,072,773.07	
EXPENDITURES			
FUND	2024 Budget	6/30 Y-T-D	% of Budget
General Fund	\$ 2,987,233.00	\$ 1,502,803.57	50.31%
Golf Course	\$ 935,147.00	\$ 368,227.59	39.38%
Debt Service	\$ 6,884.97	\$ 1,072,773.07	

Using the first two quarters of revenue/expenditure data here is a projection of where the year could end for the general fund and golf course fund:

GENERAL FUND REVENUES			
FUND	2024 Budget	YTD Estimate	% of Budget
Taxes	\$ 1,472,750.00	\$ 1,501,743.70	101.97%
Special Assessment	\$ 305.00	\$ -	0.00%
Intergovernmental	\$ 418,785.00	\$ 414,574.90	98.99%
Licenses & Permits	\$ 37,270.00	\$ 43,548.49	116.85%
Fines & Forfeitures	\$ 7,300.00	\$ 10,237.64	140.24%
Public Charges	\$ 110,502.00	\$ 116,203.00	105.16%
Intergovernmental Charges	\$ 50,000.00	\$ 50,000.00	100.00%
Miscellaneous	\$ 36,610.00	\$ 155,394.60	424.46%
Other Financing Sources	\$ 105,000.00	\$ 105,000.00	100.00%
GENERAL FUND EXPENDITURES			
FUND ACCOUNT	2024 Budget	YTD Estimate	% of Budget
General Government	\$ 555,477.00	\$ 646,927.84	116.46%
Public Safety	\$ 1,108,562.00	\$ 1,078,915.34	97.33%
Public Works	\$ 977,216.00	\$ 726,537.94	74.35%
Health and Human Services	\$ 100.00	\$ 100.00	100.00%
Culture, Recreation, and Ed.	\$ 191,158.00	\$ 195,861.68	102.46%
Conservation and Development	\$ 109,720.00	\$ 109,720.00	100.00%
Capital Outlay	\$ 45,000.00	\$ 158,468.74	352.15%





GOLF COURSE REVENUES			
FUND	2024 Budget	YTD Estimate	% of Budget
Payable from Restrictd Assets	\$ -	\$ 109.40	
Sales	\$ 1,072,480.00	\$ 725,963.02	67.69%
Interest Income	\$ 1,700.00	\$ 5,100.42	300.02%
Miscellaneous Revenues	\$ -	\$ 2,000.00	
GOLF COURSE EXPENDITURES			
FUND ACCOUNT	2024 Budget	3/31 Y-T-D	% of Budget
Golf Course Expenses	\$ 815,147.00	\$ 736,455.18	90.35%
Other Financing Uses	\$ 120,000.00	\$ -	0.00%

REVENUES			
FUND	2024 Budget	YTD Estimate	% of Budget
General Fund	\$ 2,238,522.00	\$ 2,396,702.33	107.07%
Golf Course	\$ 1,074,180.00	\$ 733,172.84	68.25%
Debt Service	\$ -	\$ 1,072,773.07	
EXPENDITURES			
FUND	2024 Budget	3/31 Y-T-D	% of Budget
General Fund	\$ 2,987,233.00	\$ 2,916,531.54	97.63%
Golf Course	\$ 935,147.00	\$ 736,455.18	78.75%
Debt Service	\$ 6,884.97	\$ 1,072,773.07	

The YTD projection is only utilizing two quarters of financial actuals to forecast the potential year end. With the golf course more than likely being the busiest during quarter 3 I would expect these numbers to change showing closer to the budgeted estimates.

Finally attached to this staff note you will find the 2nd Quarter Budget Monitoring Report for the City of Eagle River thru 6/30/2024. This report's goal is to provide the staff and council members with a snapshot of 10 key general fund revenue and expenditure accounts Baird/city staff continue to monitor on a regular basis.

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

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

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

Attachments:

2nd Quarter Budget Monitoring Report

Workforce Budget Comparison Report-General Fund to show where numbers in Monitoring Report are generated.

Fund: All Funds

Account Number		2024 June	2024 Actual 06/30/2024	2024 Budget	Budget Status	% of Budget
100-00-41110-000-000	GENERAL PROPERTY TAXES	0.00	0.00	1,055,725.00	-1,055,725.00	0.00
100-00-41150-000-000	PUBLIC ACCOMMODATION TAX	0.00	2,651.07	52,000.00	-49,348.93	5.10
100-00-41180-000-000	PREMIER AREA RESORT TAX	0.00	100,507.86	175,000.00	-74,492.14	57.43
100-00-41310-000-000	PILOT - LIGHT & WATER	15,392.77	92,356.62	150,000.00	-57,643.38	61.57
100-00-41320-000-000	PILOT - TAX EXEMPT ORG	0.00	43,002.98	40,000.00	3,002.98	107.51
100-00-41800-000-000	INTERST & PENALTIES ON TAXES	0.00	0.00	25.00	-25.00	0.00
TAXES		15,392.77	238,518.53	1,472,750.00	-1,234,231.47	16.20
100-00-42000-000-000	SPECIAL ASSESSMENTS	0.00	0.00	305.00	-305.00	0.00
SPECIAL ASSESSMENTS		0.00	0.00	305.00	-305.00	0.00
100-00-43410-000-000	SHARED REVENUE	0.00	0.00	154,625.00	-154,625.00	0.00
100-00-43420-000-000	2% FIRE DUES RECD	0.00	0.00	7,000.00	-7,000.00	0.00
100-00-43500-000-000	STATE GRANTS	0.00	1,410.18	0.00	1,410.18	0.00
100-00-43520-000-000	LAW ENFORCEMENT IMPROVEMENT	0.00	0.00	960.00	-960.00	0.00
100-00-43530-000-000	GENERAL TRANSPORTATION AIDS	0.00	137,818.28	246,000.00	-108,181.72	56.02
100-00-43534-000-000	LOCAL ROAD IMPROVEMENT PROGRAM	0.00	1,269.86	7,200.00	-5,930.14	17.64
100-00-43540-000-000	RECYCLING GRANT	0.00	0.00	3,000.00	-3,000.00	0.00
INTERGOVERNMENTAL REVENUES		0.00	140,498.32	418,785.00	-278,286.68	33.55
100-00-44110-000-000	CABLE FRANCHISE FEE	0.00	5,145.05	19,000.00	-13,854.95	27.08
100-00-44120-000-000	LIQUOR LICENSES	100.00	12,760.68	11,000.00	1,760.68	118.01
100-00-44130-000-000	OPERATOR LICENSES	585.00	3,070.00	2,000.00	1,070.00	153.50
100-00-44140-000-000	CIGARETTE LICENSES	100.00	1,200.00	1,100.00	100.00	109.09
100-00-44150-000-000	DIRECT SALE PERMITS	0.00	525.00	475.00	50.00	110.53
100-00-44160-000-000	SANITARY HAULER PERMIT	0.00	300.00	200.00	100.00	150.00
100-00-44170-000-000	TAXI LICENSE	0.00	135.00	90.00	45.00	150.00
100-00-44180-000-000	PICNIC LICENSE	-50.00	130.00	300.00	-170.00	43.33
100-00-44190-000-000	FIREWORKS PERMITS	0.00	0.00	100.00	-100.00	0.00
100-00-44200-000-000	PET LICENSES	0.00	432.61	60.00	372.61	721.02
100-00-44400-000-000	ZONING PERMITS	225.00	3,650.00	2,500.00	1,150.00	146.00
100-00-44500-000-000	EXCAVATING PERMITS	0.00	150.00	0.00	150.00	0.00
100-00-44900-000-000	TAX EXEMPT PARCEL FEES	0.00	85.00	445.00	-360.00	19.10
LICENSES AND PERMITS		960.00	27,583.34	37,270.00	-9,686.66	74.01
100-00-45100-000-000	LAW & ORDINANCE VIOLATIONS	628.63	4,015.94	6,800.00	-2,784.06	59.06
100-00-45221-000-000	POLICE INVESTIG FORFEITURE	1,102.08	1,102.08	500.00	602.08	220.42
FINES, FORFEITS AND PENALTIES		1,730.71	5,118.02	7,300.00	-2,181.98	70.11
100-00-46110-000-000	PUBLICATIONS	0.00	334.00	300.00	34.00	111.33
100-00-46200-000-000	PUBLIC SAFETY	200.00	8,280.00	250.00	8,030.00	3,312.00
100-00-46310-000-000	STREET MAINTENANCE	0.00	606.00	4,000.00	-3,394.00	15.15
100-00-46420-000-000	GARBAGE COLLECTION	0.00	550.34	105,152.00	-104,601.66	0.52
100-00-46720-000-000	PARK - RENTAL FEES	175.00	525.00	100.00	425.00	525.00
100-00-46750-000-000	SWIM LESSONS	355.00	380.00	700.00	-320.00	54.29
PUBLIC CHARGES FOR SERVICES		730.00	10,675.34	110,502.00	-99,826.66	9.66
100-00-47400-000-000	INTERGOV CHARGES FOR SERV	0.00	25,000.00	50,000.00	-25,000.00	50.00

		Fund: All Funds			
Account Number		2024 June	2024 Actual 06/30/2024	2024 Budget	Budget Status % of Budget
INTERGOV'T. CHARGES FOR SERV.		0.00	25,000.00	50,000.00	-25,000.00 50.00
100-00-48100-000-000	INTEREST INCOME	4,220.69	50,325.63	2,000.00	48,325.63 2,516.28
100-00-48200-000-000	RENT	2,100.00	12,600.00	27,610.00	-15,010.00 45.64
100-00-48210-000-000	LEASE REVENUE	0.00	615.00	0.00	615.00 0.00
100-00-48400-000-000	INSURANCE RECOVERIES - OTHER	0.00	7,091.00	0.00	7,091.00 0.00
100-00-48500-000-000	DONATIONS	0.00	0.00	1,000.00	-1,000.00 0.00
100-00-48900-000-000	OTHER MISC. REVENUE	0.00	21,837.34	6,000.00	15,837.34 363.96
300-00-48999-000-000	PROCEEDS FROM LONG-TERM DEBT	0.00	1,072,773.07	0.00	1,072,773.07 0.00
MISCELLANEOUS REVENUES		6,320.69	1,165,242.04	36,610.00	1,128,632.04 3,182.85
100-00-49100-000-000	PROCEEDS FROM LT DEPT (2)	0.00	280,790.00	0.00	280,790.00 0.00
100-00-49200-000-000	TRANSFERS FROM GOLF COURSE	0.00	0.00	70,000.00	-70,000.00 0.00
100-00-49300-000-000	TRANSFERS FROM LIGHT & WATER	0.00	0.00	35,000.00	-35,000.00 0.00
OTHER FINANCING SOURCES		0.00	280,790.00	105,000.00	175,790.00 267.42
Total Revenues		25,134.17	1,893,425.59	2,238,522.00	-345,096.41 84.58

100-00-51510-211-000	ACCOUNTING AUDITOR	1	5,145.00	59,779.75	44,335.00	-15,444.75	134.84
100-00-51520-110-000	TREASURER WAGES/SALARIES		4,846.16	31,330.56	60,375.00	29,044.44	51.89
100-00-51520-130-000	TREASURER PAYROLL TAXES		304.42	2,009.38	4,619.00	2,609.62	43.50
100-00-51520-131-000	TREASURER RETIREMENT		334.38	2,161.78	4,166.00	2,004.22	51.89
100-00-51520-132-000	TREASURER HEALTH INSURANCE		1,662.80	10,808.20	21,963.00	11,154.80	49.21

100-00-51600-220-000	GEN BUILDING UTILITIES	2	1,134.65	7,073.02	20,000.00	12,926.98	35.37
100-00-51600-223-000	GEN BUILDING TELEPHONE		244.48	1,223.10	1,600.00	376.90	76.44
100-00-51600-291-000	GEN BUILDING CLEANING SERVICE		310.00	5,151.10	12,500.00	7,348.90	41.21
100-00-51600-292-000	GEN BUILDING SANITARY DISPOSAL		0.00	635.78	2,100.00	1,464.22	30.28
100-00-51600-310-000	GEN BUILDING SUPPLIES		313.39	1,121.86	0.00	-1,121.86	0.00
100-00-51600-311-000	GEN BUILDING TECH & SUPPORT	3	0.00	0.00	800.00	800.00	0.00
100-00-51600-351-000	GEN BUILDING MAINTENANCE & EXP		27.17	1,245.79	23,500.00	22,254.21	5.30
100-00-51600-830-000	GEN BUILDING OUTLAY		0.00	0.00	7,500.00	7,500.00	0.00
100-00-51938-510-000	PROPERTY/LIABILITY INSURANCE		0.00	33,009.00	40,000.00	6,991.00	82.52
100-00-51991-000-000	MISCELLANEOUS EXP		0.00	243.01	0.00	-243.01	0.00

100-00-52100-110-000	POLICE WAGES/SALARIES	4	34,635.94	212,801.04	411,138.00	198,336.96	51.76
100-00-52100-115-000	POLICE OVERTIME		1,861.71	9,478.53	30,000.00	20,521.47	31.60
100-00-52100-130-000	POLICE PAYROLL TAXES		2,625.60	15,809.15	31,452.00	15,642.85	50.26
100-00-52100-131-000	POLICE RETIREMENT		4,977.13	30,018.40	55,310.00	25,291.60	54.27
100-00-52100-132-000	POLICE HEALTH INSURANCE		8,719.54	54,851.99	128,559.00	73,707.01	42.67
100-00-52100-133-000	POLICE LIFE INSURANCE		27.20	227.75	370.00	142.25	61.55
100-00-52100-135-000	POLICE HRA BENEFITS		1,640.74	3,475.36	23,120.00	19,644.64	15.03
100-00-52100-136-000	POLICE FITNESS BENEFIT		30.00	120.00	600.00	480.00	20.00
100-00-52100-155-000	POLICE EMPLOYMENT SCREENING		0.00	555.00	0.00	-555.00	0.00
100-00-52100-200-000	POLICE COMMUNITY RELATIONS		0.00	63.98	1,250.00	1,186.02	5.12
100-00-52100-210-000	POLICE LEGAL		640.00	7,773.01	13,000.00	5,226.99	59.79
100-00-52100-223-000	POLICE TELEPHONE		927.70	5,819.29	13,000.00	7,180.71	44.76
100-00-52100-231-000	POLICE EQUIP MAINTENANCE		225.00	346.20	6,000.00	5,653.80	5.77
100-00-52100-232-000	POLICE VEHICLE MAINTENANC	5	0.00	1,355.37	7,000.00	5,644.63	19.36
100-00-52100-233-000	POLICE FUEL & OIL		947.45	4,456.60	16,000.00	11,543.40	27.85

100-00-51100-110-000	CITY COUNCIL WAGES/SALARIES		0.00	9,450.00	25,200.00	15,750.00	37.50
100-00-51415-110-000	ADMINISTRATOR WAGES/SALARIES		6,542.30	42,400.20	42,525.00	124.80	99.71
100-00-51410-110-000	MAYOR WAGES/SALARIES	6	0.00	10,500.00	21,000.00	10,500.00	50.00
100-00-51420-110-000	CLERK WAGES/SALARIES		5,241.12	33,983.76	68,135.00	34,151.24	49.88
100-00-51520-110-000	TREASURER WAGES/SALARIES		4,846.16	31,330.56	60,375.00	29,044.44	51.89

100-00-53300-110-000	PUBLIC WKS WAGES/SALARIES	7	20,468.42	149,515.50	309,530.00	160,014.50	48.30
100-00-53300-130-000	PUBLIC WKS PAYROLL TAXES		1,535.92	11,160.02	23,679.00	12,518.98	47.13
100-00-53300-131-000	PUBLIC WKS RETIREMENT		1,177.80	8,933.15	21,358.00	12,424.85	41.83
100-00-53300-132-000	PUBLIC WKS HEALTH INSURANCE		1,622.24	14,746.28	26,784.00	12,037.72	55.06
100-00-53300-133-000	PUBLIC WKS LIFE INSURANCE		99.52	875.21	1,480.00	604.79	59.14
100-00-53300-135-000	PUBLIC WKS HRA BENEFITS		0.00	1,817.92	7,235.00	5,417.08	25.13
100-00-53300-136-000	PUBLIC WKS FITNESS		0.00	0.00	180.00	180.00	0.00
100-00-53300-510-000	PUBLIC WKS PROP/LIAB INSURANCE		0.00	7,060.00	0.00	-7,060.00	0.00
100-00-53300-520-000	PUBLIC WKS WORKMAN'S COMP		0.00	3,420.00	0.00	-3,420.00	0.00
100-00-53310-155-000	STREET EMPLOYMENT SCREENING		106.00	215.50	550.00	334.50	39.18
100-00-53310-220-000	STREET UTILITIES		382.32	2,684.21	15,000.00	12,315.79	17.89
100-00-53310-223-000	STREET TELEPHONE		97.94	1,045.60	4,000.00	2,954.40	26.14
100-00-53310-230-000	STREET MAINTENANCE		1,097.19	6,610.53	116,000.00	109,389.47	5.70
100-00-53310-231-000	STREET EQUIP MAINTENANCE	8	296.20	4,908.87	50,000.00	45,091.13	9.82
100-00-53310-232-000	STREET VEHICLE MAINTENANC		45.99	1,358.59	8,000.00	6,641.41	16.98
100-00-53310-233-000	STREET FUEL & OIL		390.66	9,233.63	45,000.00	35,766.37	20.52

100-00-56940-000-000	ROOM TAX EXPENSE	9	0.00	5,234.05	46,800.00	41,565.95	11.18
100-00-56950-000-000	OTHER CONSERVATION		0.00	4,891.84	1,450.00	-3,441.84	337.37
100-00-56960-000-000	WATER & GROUND TESTING		604.73	604.73	1,500.00	895.27	40.32
CONSERVATION AND DEVELOPMENT			1,033.08	20,213.43	109,720.00	89,506.57	18.42
100-00-57327-000-000	STREET - LOCAL OUTLAY	10	77.50	158,468.74	0.00	-158,468.74	0.00
100-00-57343-000-000	SIDEWALK REPLACEMENT OUTLAY		0.00	0.00	45,000.00	45,000.00	0.00
400-00-57490-000-000	WATER & SEWER OUTLAY		0.00	40.00	0.00	-40.00	0.00

CITY OF **EAGLE RIVER** *Wisconsin*

Application for a Hearing before Planning Commission

Applicant MUST provide the following information:

Name Andrew Van Dyke- Ninja Property Management Inc. Phone 715-499-0482

Mailing Address _____

Interest in the Property Potential Buyer

Name of Property Owner Jeffery McGrath

Mailing Address 3881 Memory Ln. Eagle River, WI 54521

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

Amend the Zoning Classification or Boundaries of a District

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

Present Zoning Classification _____

Requested Zoning Classification _____

Applicant must provide the following information

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

Zoning Ordinance Amendment

Change initiated, must be initiated by Zoning Administrator.

Requested Amendment to section: _____

Conditional Use Permit

Zoning Classification of Property _____

List the requested conditional use, Andrew Van Dyke representing Nivison Property Management Inc. is requesting a waiver of Item 3. Structures of the Tamarack Business Park Restrictive Covenants, in regard to Lot 12, which states "The primary approved use structure to be completed within one year."

Applicant must provide the following information:

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

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

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

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

Dated this 3rd day of July, 2024

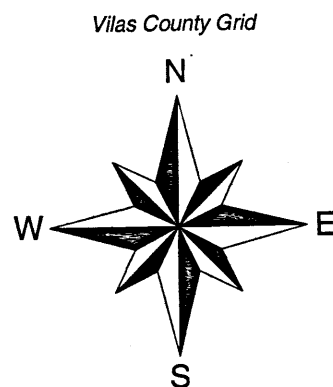
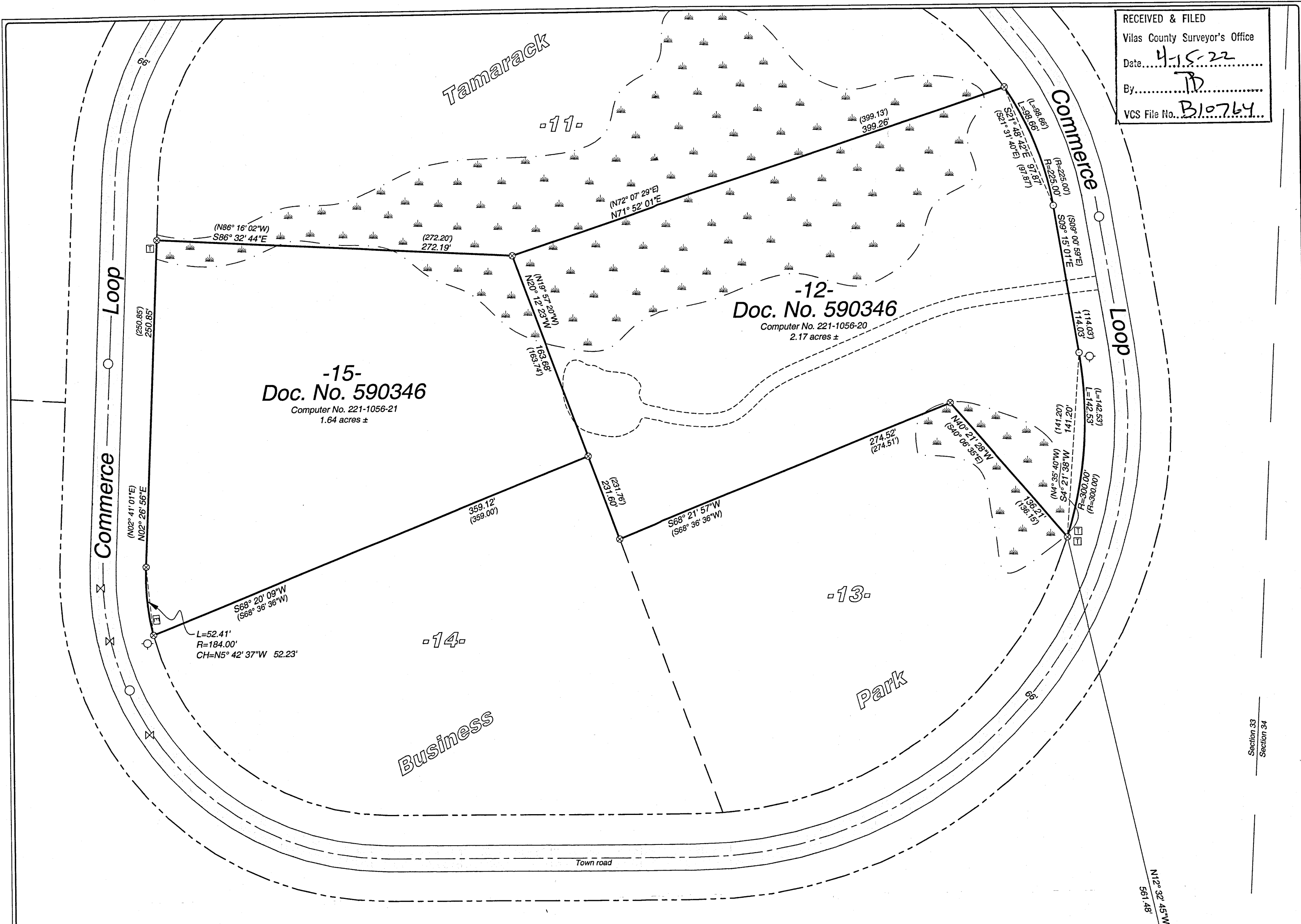
Respectfully submitted by Andrew Van Dyke

For Office Use Only:

Permit distribution: ☐ Treasurer (w/check) ☐ File ☐ Planning Commission

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

RECEIVED & FILED
Vilas County Surveyor's Office
Date: 4-15-22
By: JD
VCS File No.: B10764



- 1" dia. iron pipe set
- 1" dia. iron pipe found
- Bearing or distance of record
- Telephone pedestal
- Electrical pedestal
- Sanitary manhole
- Gate valve
- Fire hydrant
- Wetland

Scale 1" = 60'

Record Legal Description:

LOT 12

A parcel of land in the SE 1/4 of the NE 1/4, Section 33, Township 40 North, Range 10 East, City of Eagle River, Vilas County, Wisconsin, more particularly described as follows:

Commencing at the E 1/4 corner of said Section 33 marked by a Vilas County aluminum capped monument in place; thence along the east line of said Section 33 North 03 degrees 23 minutes 34 seconds East for a distance of 115.62 feet to an iron pipe; thence leaving said Section line North 35 degrees 08 minutes 21 seconds West for a distance of 303.18 feet to an iron pipe; thence South 84 degrees 39 minutes 31 seconds West for a distance of 220.03 feet to an iron pipe; thence North 19 degrees 57 minutes 20 seconds West for a distance of 223.16 feet to an iron pipe, the PLACE OF BEGINNING; thence continuing North 19 degrees 57 minutes 20 seconds West for a distance of 231.76 feet to an iron pipe; thence North 72 degrees 07 minutes 29 seconds East for a distance of 399.13 feet to an iron pipe; thence along a curve to the right having a radius of 225.00 feet and an arc length of 98.66 feet, being subtended by a chord of South 21 degrees 34 minutes 40 seconds East for a distance of 97.87 feet to an iron pipe; thence South 09 degrees 00 minutes 59 seconds East for a distance of 114.03 feet to an iron pipe; thence along a curve to the right having a radius of 300.00 feet and an arc length of 142.53 feet, being subtended by a chord of South 04 degrees 35 minutes 40 seconds West for a distance of 141.20 feet to an iron pipe; thence North 40 degrees 06 minutes 35 seconds West for a distance of 136.15 feet to an iron pipe; thence South 68 degrees 36 minutes 36 seconds West for a distance of 274.51 feet to the PLACE OF BEGINNING.

LOT 15

A parcel of land in the SE 1/4 of the NE 1/4, Section 33, Township 40 North, Range 10 East, City of Eagle River, Vilas County, Wisconsin, more particularly described as follows:

Commencing at the E 1/4 corner of said Section 33 marked by a Vilas County aluminum capped monument in place; thence along the east line of said Section 33 North 03 degrees 23 minutes 34 seconds East for a distance of 115.62 feet to an iron pipe; thence leaving said Section line North 35 degrees 08 minutes 21 seconds West for a distance of 303.18 feet to an iron pipe; thence South 84 degrees 39 minutes 31 seconds West for a distance of 220.03 feet to an iron pipe; thence North 19 degrees 57 minutes 20 seconds West for a distance of 223.16 feet to an iron pipe, the PLACE OF BEGINNING; thence continuing North 19 degrees 57 minutes 20 seconds West for a distance of 231.76 feet to an iron pipe; thence North 72 degrees 07 minutes 29 seconds East for a distance of 399.13 feet to an iron pipe; thence along a curve to the right having a radius of 225.00 feet and an arc length of 98.66 feet, being subtended by a chord of South 21 degrees 34 minutes 40 seconds East for a distance of 97.87 feet to an iron pipe; thence South 09 degrees 00 minutes 59 seconds East for a distance of 114.03 feet to an iron pipe; thence along a curve to the right having a radius of 300.00 feet and an arc length of 142.53 feet, being subtended by a chord of South 04 degrees 35 minutes 40 seconds West for a distance of 141.20 feet to an iron pipe; thence North 40 degrees 06 minutes 35 seconds West for a distance of 136.15 feet to an iron pipe; thence South 68 degrees 36 minutes 36 seconds West for a distance of 274.51 feet to the PLACE OF BEGINNING.

Notes:

- This survey was done without the benefit of a title commitment, there may or may not be easements of record that benefit or burden the subject property.
- There was significant snow cover during the time of this survey, there may have been improvements that could not be seen and therefore are not shown.
- Wetlands shown hereon were derived from VCS Map No. C1677 and are for reference only.
- Fieldwork was completed on March 14, 2022.

I hereby certify that I have surveyed the property shown hereon; that this map represents an accurate survey of said property to the best of my knowledge and belief; and that I have complied with the applicable requirements of the Wisconsin Administrative Code Section A-E 7.

SHEET 1 OF 1
DATE: 05/15/2022
DRAWN BY: CJH
MAP #: 2022059

Lots 12 & 15 of Tamarack Business Park
Being part of the
SE 1/4 of the NE 1/4
Section 33, T 40 N, R 10 E
City of Eagle River
Vilas County, Wisconsin

PREPARED FOR:

Jeffery McGrath



Arbor Vitae, WI 54568
Phone 715.356.9485

Eagle River, WI 54521
Phone 715.479.2570

www.mainesandassociates.com

Public Hearing Comments: Commerce Loop Waiver

Scott Ripple	2024.7.23	Requested that a time limit be put on the waiver, and not leave it open-ended. Requested that when the time comes to build that nothing that would cause any flooding be allowed - limit the fill in the wetlands area, etc.
--------------	-----------	---

417084
Document Number

VOL 1257 PAGE 384
Document Title

RECORDED

APR 01 2004

1:25 pm

Joan Hansen
REGISTER OF DEEDS, VILAS CO., WI

Recording Area

Name and Return Address *19. chg*
DEBRA A. BROWN
CITY OF EAGLE RIVER
CLERK * TREASURER
P.O. BOX 1269
EAGLE RIVER, WI 54521

Parcel Identification Number (PIN)

**THIS PAGE CONTAINS RECORDING INFORMATION
AND IS PART OF THE LEGAL DOCUMENT
DO NOT REMOVE**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.
Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m) WRDA 2/99

**TAMARACK BUSINESS PARK
RESTRICTIVE COVENANTS**

WHEREAS, the City of Eagle River has purchased and zoned accordingly for industrial growth the following described real estate; and

**The SE ¼ of the NE ¼ of Section 33, Township 40 North,
Range 10 East, City of Eagle River, Vilas County, Wisconsin.**

WHEREAS, the City of Eagle River desires to establish minimum requirements for the future owners of real estate within the above described Tamarack Business Park; and

WHEREAS, the City of Eagle River desires to create these Restrictive Covenants to make the Tamarack Business Park more compatible with the surrounding property owners and to shield them from activities within the Business Park; and

WHEREAS, at the time of the creation of these covenants, the entire parcel of real estate constituting the Tamarack Park is owned by the City of Eagle River;

NOW, THEREFORE, in consideration of the statements made above, the City of Eagle River does hereby create the following restrictions on the above-described real estate:

1. Exterior Lighting: All general exterior and security lighting shall be shielded at not less than 180 degrees, and shielded in such a fashion as to prevent glaring light beyond the property lines of the individual property boundary except where more than one lot is owned by the same entity within the above-described Business Park.
2. Subdivision of Lots: There shall be no subdivision or further division of lots as created by the City of Eagle River, except upon motion of the City Council.
3. Structures: The primary approved use structure to be placed upon any property purchased within the Tamarack Business Park shall be constructed and completed within one year from the date of purchase of the subject real estate upon which the structure is being placed.
4. Ingress/Egress: All access routes to and from lots in the Tamarack Business Park shall be on the central public street, known as Commerce Loop, or via any new created public streets within the park. There shall be no ingress and egress to perimeter surface roads. Initial park infrastructure construction is excepted.
5. Parking: There shall be no parking on any public street within the boundaries of the above-described Business Park.

6. Property Elevations: Lots within the Tamarack Business Park shall not be landscaped, nor shall foundations or buildings be designed or engineered so as to cause normal storm water runoff onto the adjacent public streets, within and without the Tamarack Business Park or to adjacent lots within the Business Park.

7. Anti-back-flow Valve: Each facility which connects to the public sanitary sewer system within the Tamarack Business Park shall be required to install an Anti-back-flow valve to prohibit up-flow from the sanitary sewer main into the lot owners sanitary sewer lateral.

8. Sanitary Sewer Monitoring Hole: Each inhabited facility and/or each facility using water within the Tamarack Business Park must connect to the public sanitary sewer system within the park. Each facility connected to the public sanitary sewer system shall include a monitoring hole at a minimum of 4 inches continuous from the surface to the sewer lateral and the lot owner by purchasing a lot in the Tamarack Business Park hereby consents to the City of Eagle River or its designated agents monitoring the sanitary sewer system monitoring hole as described herein.

9. Noise: Owners of parcels within the Tamarack Business Park may not run an operation which emits a noise level for 30 seconds or more, and which exceeds 80 decibels beyond their property line. Testing and monitoring shall use current federal Occupational Safety and Health Administration (OSHA) standard and means. In addition, limited and sporadic noise is limited to current acceptable OSHA standards.

10. Drainage: All owners of lots within the above-described Tamarack Business Park and which have an impervious surfaces upon their lots, shall provide for an on site retention basin capable of retaining up to two inches of rain per hour on site. The on site retention basins shall be drained via the public ditch system within the park to one of two Tamarack Business Park provided retention basins.

11. Tree/Vegetation Shielding: Tamarack Business Park perimeter lots shall be required to install and maintain a tree/vegetation terrace. The terrace area will be directly adjacent to the road right of way which would be either Loon Lake Road or Tamarack Street, and which are on the north and west boundaries of the Tamarack Business Park perimeter. The same tree/vegetation screen shall be required for the perimeter lot lines of the south and east perimeters of the Business Park. The five foot terrace area is part of and included in the set backs of each lot.

12. Sanitary Sewer Clean Out: Every facility requiring sewer connection within the above-described Tamarack Business Park shall at the time of connection to the public sanitary sewer within the park construct a sanitary system clean out hole with a minimum 4" width in diameter pipe from the surface to the sewer lateral. Said clean out shall be constructed on the exterior of the structure.

13. Signs: The City Council of the City of Eagle River hereby reserves the right to restrict or prohibit any and all signs in the Tamarack Business park in addition to whatever sign regulations exist in the City of Eagle River general Zoning Ordinances by a three-quarter (3/4) vote of the City Council.

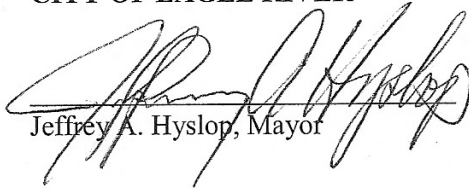
ANY deed, lease, conveyance, or contract made in violation of these restrictions shall be void and may be set-aside on petition of the City of Eagle River. If a conveyance and/or document or other instrument is set-aside by decree of a court of competent jurisdiction, all costs and expenses of such proceedings shall be taxed against the offending party or parties and shall be declared by the court to constitute a lien against the real estate so wrongfully deeded, sold, leased, or conveyed until paid, and such lien may be enforced in such a manner as the court may order.

THIS agreement constitutes a covenant running with the land and all successor future owners of the real estate described in this document shall have the same right to invoke and enforce its provisions as the original executor of this document.

THIS document shall take effect upon the execution of this document and its recording in the office of the Register of Deeds for Vilas County, State of Wisconsin.

DATED at Eagle River, Wisconsin this 1 day of April, 2004.

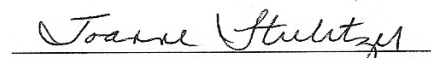
CITY OF EAGLE RIVER

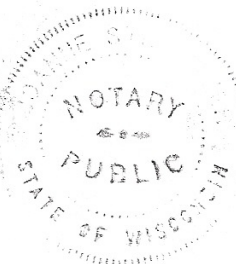

Jeffrey A. Hyslop, Mayor


Debra A. Brown, City Clerk

STATE OF WISCONSIN }
 }ss.
COUNTY OF VILAS }

Personally came before me this 1st day of April 2004, the above named Jeffrey A. Hyslop, to me known to be the person who executed the foregoing instrument and acknowledges the same.

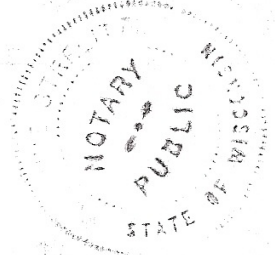

Notary Public, State of Wisconsin
My Commission Expires: 5-1-05



STATE OF WISCONSIN }
 }ss.
COUNTY OF VILAS }

Personally came before me this 1st day of April 2004, the above named Debra A. Brown, to me known to be the person who executed the foregoing instrument and acknowledges the same.

Joanne Stutzel
Notary Public, State of Wisconsin
My Commission Expires: 5-1-05



Drafted By:
Steven C. Garbowicz, Attorney at Law
State Bar I.D. # 1018485
P.O. Box 639, Eagle River, WI 54521
(715)479-6444

417084



NOTICE OF PUBLIC HEARING

Posted 7/10/2024

Andrew Van Dyke, Van Dyke PD, Inc, is requesting a waiver of *Item 3. Structures* of the Tamarack Business Park Restrictive Covenants, in regard to Lot 12, parcel #221-1056-20, described as **SE-NE, Sect. 33, T40N,R10E**, which states "The primary approved use structure to be placed upon any property purchased within the Tamarack Business Park shall be constructed and completed within one year from the date of purchase of the subject real estate upon which the structure is being placed."

The City of Eagle River Planning Commission will hold a public hearing to review the request on **Thursday, August 1, 2024 at 5:00 p.m.** located at the Eagle River City Hall, 525 E. Maple Street, Eagle River WI 54521. Comments can be made at the public hearing or by mail to City Administrator, PO. Box 1269, Eagle River, WI 54521; by phone (715) 479-8682 x227 or email rcginner@eagleriverwi.gov. Documents will be available for review at City Hall. PETITIONERS, OR THEIR REPRESENTATIVES, SHALL BE PRESENT.



July 10, 2024

Dear property owner:

Andrew Van Dyke, Van Dyke PD, Inc, is requesting a waiver of *Item 3. Structures* of the Tamarack Business Park Restrictive Covenants, in regard to Lot 12, parcel #221-1056-20, described as **SE-NE, Sect. 33, T40N,R10E**, which states "The primary approved use structure to be placed upon any property purchased within the Tamarack Business Park shall be constructed and completed within one year from the date of purchase of the subject real estate upon which the structure is being placed."

The City of Eagle River Planning Commission will hold a public hearing to review the request on **Thursday, August 1, 2024 at 5:00 p.m.** located at the Eagle River City Hall, 525 E. Maple Street, Eagle River WI 54521. Comments can be made at the public hearing or by mail to City Administrator, PO. Box 1269, Eagle River, WI 54521; by phone (715) 479-8682 x227 or email rcginner@eagleriverwi.gov. Documents will be available for review at City Hall. PETITIONERS, OR THEIR REPRESENTATIVES, SHALL BE PRESENT.

Sincerely,

A handwritten signature in black ink that reads "Robin Ginner".

Robin Ginner
City/Zoning Administrator

JEFFERY MCGRATH
3881 MEMORY LN
EAGLE RIVER, WI 54521

RIPPEL PROPERTIES LLC
SCOTTY RIPPEL
EAGLE RIVER, WI 54521

DIVIDED INTERESTS
, 00000

TALL PINES REAL ESTATE LLC
2015 UNIVERSITY AVE
GREEN BAY, WI 54302

CITY OF EAGLE RIVER
PO BOX 1269
EAGLE RIVER, WI 54521

JEFFERY MCGRATH
3881 MEMORY LN
EAGLE RIVER, WI 54521



Application for a Hearing before Planning Commission

Applicant **MUST** provide the following information:

Name Premier Eagle River, LLC. Phone 414-899-0214

Mailing Address 3120 Gateway Road, Brookfield, WI 53045

Interest in the Property The proposed development is to construct a multi-family development on Parcel 221-1060-05 on Wall Street.

Name of Property Owner Donald Scharf Trust

Mailing Address PO Box 835, Eagle River, WI 54521

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

Amend the Zoning Classification or Boundaries of a District

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

Present Zoning Classification Highway Commercial (ER)

Requested Zoning Classification Multiple-Family Residence District

Applicant must provide the following information

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

Zoning Ordinance Amendment

Change initiated, must be initiated by Zoning Administrator.

Requested Amendment to section: _____

Conditional Use Permit

Zoning Classification of Property Proposed: Multiple-Family Residence District

List the requested conditional use, Multiple-family housing in excess of two units

Applicant must provide the following information:

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

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

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

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

Dated this 17 day of July , 2024

Respectfully submitted by Calvin Akin

DocuSigned by:

Calvin Akin

9B3AB6378BB0437...

For Office Use Only:

Permit distribution: ☐ Treasurer (w/check) ☐ File ☐ Planning Commission

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

City of Eagle River Zoning Permit Application

Site Address Wall Street Permit # _____

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

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

Applicant Name Premier Eagle River, LLC. - Bob Murray Phone # 414-899-0214

Mailing Address 3120 Gateway Road, Brookfield, WI 53045 Email bob.murray@pre-3.com

Intended Purpose of Application Rezone and Conditional use of parcel 221-1060-05 Size of Structure 6 Buildings at 9,710 s.f.

Contractor Name Nicolet Lumber Company Phone # 920-866-2629

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

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

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

Signature of Applicant or Agent Calvin Klein Date 7/17/2024

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

Permit Fee _____ Project Cost _____ Zoning District _____

Minimum Setbacks

Front _____ Corner Side _____ Each Side _____ Rear _____ Max Height _____

Site Plan Required _____ Approved _____

Remarks _____

Signed _____ Date _____

Zoning Administrator

For Office Use Only:

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

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

A parcel of land being a part of the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4), Section Thirty-four (34), Township Forty (40) North, Range Ten (10) East of the Fourth Principal Meridian, City of Eagle River, Vilas County, Wisconsin, and being more particularly described as follows:

Commencing at the North 1/4 corner of said Section 34, thence S8°23'45"W 377.88 feet along the West line of said Northwest 1/4 Northeast 1/4, thence S84°01'15"E 34.12 feet to an iron pipe on the East right of way line of the Town Road, the PLACE OF BEGINNING, thence continuing S84°01'15"E (N87°35'E by deed) 296.48 feet to an iron pipe, thence N8° 23'45"E 51.76 feet to an iron pipe, thence S88°19'E 988.90 feet to an iron pipe, thence S8°22'58"W 723.20 feet parallel to the East line of said Northwest 1/4 Northeast 1/4 and 20.00 feet therefrom, to an iron pipe, thence N88°19'W 895.03 feet to an iron pipe on the Easterly right of way line of U.S. Highway "45", thence N37°49'05" W 536.98 feet along the chord of a curve to the left to an iron pipe on the East right of way line of the Town Road, thence N7°59'27"E 276.40 feet along said right of way to the place of beginning.

Except the following two parcels:

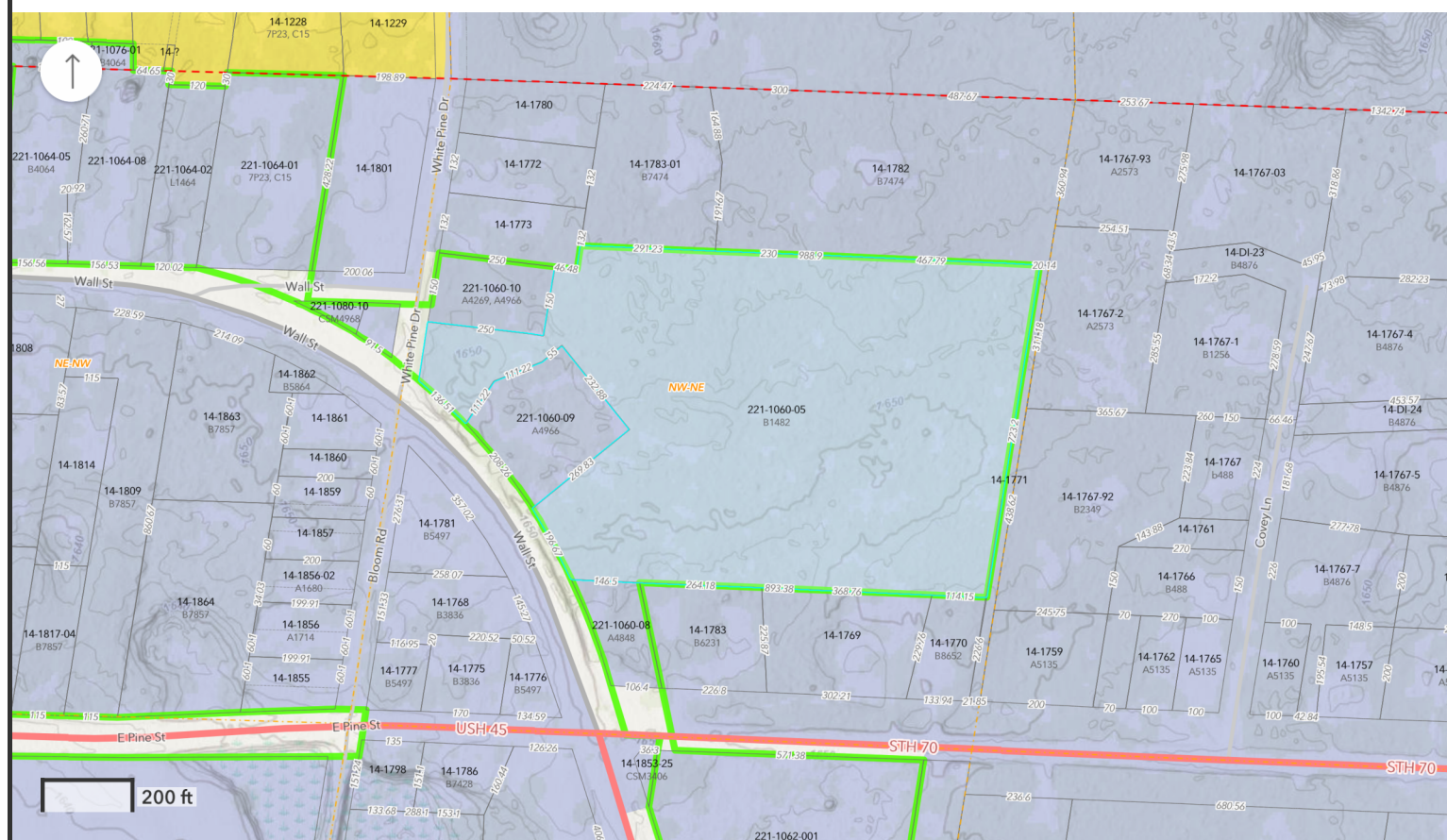
A. A parcel of land in Trustee's Deed recorded May 5, 2022 as Document No. 593411, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 34, Town 40 North, Range 10 East, City of Eagle River, Vilas County, Wisconsin, and being more particularly described as follows: Commencing at the North 1/4 corner of said Section 34 being marked by a steel survey pin in the pavement of White Pine Drive, a Town Road, thence S 8°23'45"W 377.88 feet along the North-South 1/4 line of said Section 34 as previously used and established to a point, thence S84°00'44"E 34.12 feet (S84°01'15" E of record) to an iron pipe on the Easterly R/W line of said White Pine Drive, thence S8°00'54"W 276.41 feet (S7°59'27"W 276.40 feet of record) along said Easterly R/W line to an iron pipe on the Northeasterly R/W line of East Wall Street, a City Street, thence Southeasterly along said Northeasterly R/W line 136.51 feet along the arc of a 1205.92 foot radius curve to the Right (chord bearing S 47°25'33"E 136.43 feet) to an iron pipe and the Place of Beginning, thence leaving said R/W line N33°30'23"E 111.22 feet to an iron pipe, thence N68°01'36"E 111.22 feet to an iron pipe, thence N50°46'00"E 55.00 feet to an iron pipe, thence S39°14'00"E 232.88 feet to an iron pipe, thence S50°46'00"W 269.83 feet to an iron pipe on the Northeasterly R/W line of said East Wall Street, thence Northwesterly along said Northeasterly R/W line 25.00 feet along the arc of a 1205.92 foot radius curve to the Left (chord bearing N33°41'39"W 25.00 feet) to an iron pipe, thence continuing Northwesterly along said Northeasterly R/W line 208.26 feet along the arc of said 1205.92 foot radius curve to the Left (chord bearing N39°14'08"W 208.00 feet) back to the Place of Beginning.

B. A parcel of land in Trustee's Deed recorded March 7, 2022 as Document No. 591887, being a part of the Northwest 1/4 of the Northeast 1/4, Section 34, Township 40 North, Range 10 East, City of Eagle River, Vilas County, Wisconsin, and being more particularly described as follows:

Commencing at the North 1/4 corner of said Section 34 being marked by a steel survey pin in the pavement of White Pine Drive, a town road, thence S8°23'45"W 377.88 feet along the North-

South 1/4 line of said Section 34 as previously used and established to a point, thence S84°00'44"E 34.12 feet (S84°01'15"E of record) to an iron pipe on the Easterly R/W line of said White Pine Drive and the Place of Beginning, thence leaving said R/W line S84° 00'44"E 250.00 feet (S84°01'15"E of record) to an iron pipe, thence S8°00'54"W 150.00 feet to an iron pipe, thence N84°00'44" W 250.00 feet to an iron pipe on the Easterly R/W line of said White Pine Drive, thence N8°00'54"E 150.00 feet (N7°59'27"E of record) along said Easterly R/W line back to the Place of Beginning.

Planning & Zoning Explorer





NOTICE OF PUBLIC HEARING

Posted 7/10/2024

Pre/3, LLC is requesting a zoning classification change from Highway Commercial to Multi-Family Residential for Parcel #221-1060-05, described as NW-NE, Sect. 34, T40N,R10E, PRT NW NE EXC 507081,547546,593411. The parcel is located at the northeast corner of US Highway 45/East Pine Street, Wall Street, and State Highway 70 East.

Additionally, Pre/3, LLC is requesting a conditional use permit to build a multi-family housing complex consisting of up to 36 units, pursuant to *Zoning Section 106-393 Uses permitted by conditional grant: (6) Multi-family housing in excess of two units* on Parcel #221-1060-05, described as NW-NE, Sect. 34, T40N,R10E, PRT NW NE EXC 507081,547546,593411. The parcel is located at the northeast corner of US Highway 45/East Pine Street, Wall Street, and State Highway 70 East.

The City of Eagle River Planning Commission will hold a public hearing to review the request on **Thursday, August 1, 2024 at 5:00 p.m.** located at the Eagle River City Hall, 525 E. Maple Street, Eagle River WI 54521. Comments can be made at the public hearing or by mail to City Administrator, PO. Box 1269, Eagle River, WI 54521; by phone (715) 479-8682 x227 or email rcginner@eagleriverwi.gov. Documents will be available for review at City Hall. PETITIONERS, OR THEIR REPRESENTATIVES, SHALL BE PRESENT.



July 10, 2024

Dear property owner:

Pre/3, LLC is requesting a zoning classification change from Highway Commercial to Multi-Family Residential for Parcel #221-1060-05, described as NW-NE, Sect. 34, T40N,R10E, PRT NW NE EXC 507081,547546,593411. The parcel is located at the northeast corner of US Highway 45/East Pine Street, Wall Street, and State Highway 70 East.

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Sincerely,

A handwritten signature in black ink that reads "Robin Ginner".

Robin Ginner

City/Zoning Administrator

Properties within 300 fe

Parcel	Property Owner
14-1863	Donald Scharf Trust
14-1862	Donald Scharf Trust
14-1861	Sue Sue Gray Trust
14-1860	No Owner
14-1859	Michael G Tranetzki
14-1781	Paul W O'Brien C/O James O'Brien
14-1768	Paul W O'Brien C/O James O'Brien
14-1775	Duane Polack Et Al
14-1776	Richard T Krueger
221-1060-08	Alan Brill Trust Et Al
14-1783	Daniel J Sandescu
14-1769	Gary S Goska Trust Et Al
14-1770	Debra F Cobb Trust
14-1771	Donald Scharf Trust
14-1759	Robert J McDonald Et Al
14-1763	Deborah L Haas
14-1766	Anthony J Kornely
14-1767-92	Olga E Lee
14-1761	Olga E Lee
14-1767-1	Steven J Kresl Et Al
14-1767-2	Steven J Kresl Et Al
14-1767-93	Jared Gall
14-1767-03	David J Gall Trust Et Al
14-1782	Robert S Hicks Jr Et Al
14-1783-01	Lynn M Horack
14-1780	Jay R Kolling
14-1772	Jay R Kolling
14-1773	Matthew W Britt
221-1060-10	Jonathan J Britt Et Al
221-1060-09	Jason J Numrich Et Al
14-1801	Rick Riemer Et Al
221-1080-10	Lucys Lunchbox LLC
221-1080-11	Fallon Aliece Beauty LLC

set of Parcel 221-1060-05

Address

PO Box 835, Eagle River, WI 54521
PO Box 835, Eagle River, WI 54521
5508 DJ LN, Weston, WI 54476
No Mailing Address
5602 Stewart Ave, Wausau, WI 54401
6315 51st St NE, Rochester, MN 55906
6315 51st St NE, Rochester, MN 55906
PO Box 2243, Eagle River, WI 54521
PO Box 1461, Eagle River, WI 54521
PO Box 27, Arbor Vitae, WI 54568
4300 E STH 70, Eagle River, WI 54521
PO Box 2104, Eagle River, WI 54521
4280 E STH 70, Eagle River, WI 54521
PO Box 835, Eagle River, WI 54521
4262 E STH 70, Eagle River, WI 54521
4254 E STH 70, Eagle River, WI 54521
1261 Covey Ln, Eagle River, WI 54521
11021 Trails End Rd, Manitowish Waters, WI 54545
11021 Trails End Rd, Manitowish Waters, WI 54545
1290 Covey Ln, Eagle River, 54521
1290 Covey Ln, Eagle River, 54521
5533 Lake Rd, Oshkosh, WI 54902
2925 Pine Island Lake Rd, Eagle River, WI 54521
PO Box 33, Eagle River, WI 54521
1328 White Pine Dr, Eagle River, WI 54521
1314 White Pine Dr, Eagle River, WI 54521
1314 White Pine Dr, Eagle River, WI 54521
1306 White Pine Dr, Eagle River, WI 54521
1290 White Pine Dr, Eagle River, WI 54521
1515 E Wall St, Eagle River, WI 54521
395 Sleigh Trail Ln, Eagle River, WI 54521
107 S Second St, Eagle River, WI 54521
1413 E Wall St, Eagle River, WI 54521

RECEIVED & FILED
Vilas County Surveyor's Office
Date 6-9-17
By B. Blodgett
VCS File No. B10095

E1/16C

Recreational Trail
Easement Centerline

COURSE	BEARING	DISTANCE
E-1	N 32°12'46"E	48.56'
E-2	N 22°54'45"E	85.38'
E-3	N 48°47'31"E	37.35'
E-4	Curve A=134.06' R=100.00'	124.24'
E-5	N 10°23'13"E	90.66'
E-6	N 28°01'05"W	72.77'
E-7	N 18°49'18"W	83.59'
E-8	N 01°34'15"E	203.30'
E-9	N 09°36'29"E	154.39'
E-10	N 01°42'22"W	165.99'
E-11	N 06°13'36"E	146.40'

SE1/16

S 88°08'50"E 1337.48'
1301.62'

S1/16

This northern section of the Elm Drive properties is
reflected on the attached draft subdivision map

17.27 Acres
Northeast of Elm Drive

Area of Entire SE1/4-SE1/4
40.52 Acres
(Includes R/W's)

SE1/4

SE1/4

ELM DRIVE

Low

Loon Lake Road

E1/16

Centerline of 20' Wide
Recreational Trail Easement

Southwest Parcel
18.78 Acres
Southwest of Elm Drive
and East of Loon Lake Road
(This excludes Drainage Parcels)

Drainage
Parcel #1

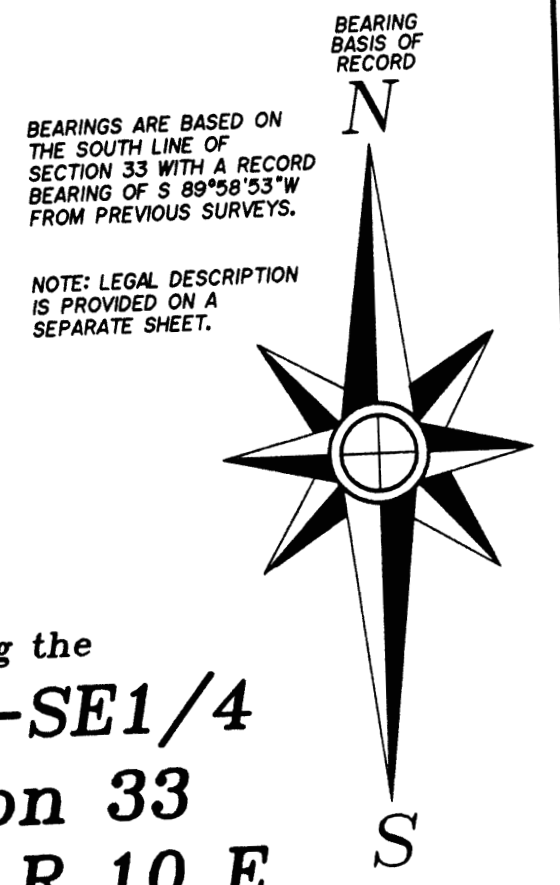
Drainage Parcel #2

Section Line

Section Line

Map Marker
Found

Section
Corner



Being the
SE1/4-SE1/4
Section 33
T 40 N, R 10 E
City of Eagle River
Vilas County, Wisconsin

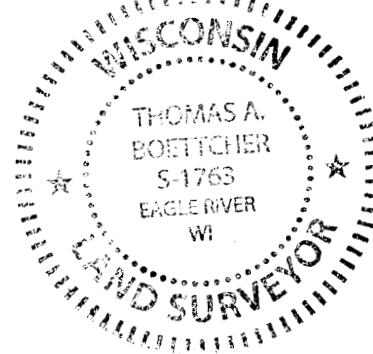
SCALE: 1" = 100'
0' 25' 50' 100' 200'

-Surveyor's Certificate-

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

DATED THIS 26th DAY OF JULY, 2004.

THOMAS A. BOETTCHER, P.L.S. 1763
Revised 2/5/2015 (City of Eagle River)
Revised 4/30/2015 (Set corners and mark lines)
Revised 8/24/2016 (Recreational Trail Easement)
Revised 5/26/2017 (Drainage Parcels 1 & 2)



-Legend-

- VILAS COUNTY ALUMINUM MONUMENT FOUND IN PLACE
- ⊗ RAILROAD SPIKE FOUND IN PLACE
- 1" IRON PIPE FOUND IN PLACE
- ⊙ MAGNETIC P.K. NAIL SET IN PAVEMENT
- 1" IRON PIPE SET
- △ COMPUTED POSITION
- () BEARING AND DISTANCE OF RECORD

Shoreline Setback Note:
A Lakebed/Wetland Determination Was
Not Made During This Survey. The
Zoning Office And/Or DNR Should
Be Contacted To Verify Any Building
Setback Lines.

Survey For
City of Eagle River
525 East Maple Street
Eagle River, WI 54521

SCALE: 1" = 100' DATE: 7-26-2004 DWN. BY: TAB
Drawing No. **E2578** Eagle Landmark Surveying Inc.
5035 Hwy. 70 West, Eagle River, WI 54521
P&F (715)479-9610 eaglelandmark@frontier.com

Vilas County Certified Survey
Map No. _____

PRELIMINARY

Surveyors Certificate

I, Gregory S. Maines, Professional Land Surveyor No. S-2729, hereby certify that under the direction of the City of Eagle River, owner of said land; I have surveyed and mapped Lots 1, 2 and 3, which are represented by this Certified Survey Map; that the exterior boundary of the parcel surveyed and mapped is described as follows:

A parcel of land being part of the Southeast Quarter of the Southeast Quarter of Section 33, Township 40 North, Range 10 East, City of Eagle River, Vilas County, Wisconsin, being more particularly described as follows:

Commencing at the southeast corner of said Section 33 marked by a Vilas County aluminum monument; thence along the east line of said Section 33, N02°09'34"E for a distance of 3.08 feet to an iron pipe on the northerly right-of-way line of Elm Drive, the PLACE OF BEGINNING. Thence along said northerly right-of-way line as follows: N29°50'10"W for a distance of 186.36 feet to an iron pipe; thence N39°30'27"W for a distance of 88.57 feet to an iron pipe; thence N45°50'22"W for a distance of 269.73 feet to an iron pipe; thence N40°34'11"W for a distance of 486.25 feet to an iron pipe; thence N34°10'23"W for a distance of 225.00 feet to an iron pipe; thence N38°56'22"W for a distance of 84.98 feet to an iron pipe; thence N49°27'37"W for a distance of 90.55 feet to an iron pipe; thence N58°11'43"W for a distance of 223.81 feet to an iron pipe and thence N52°48'07"W for a distance of 194.05 feet to an iron pipe on the north line of said Southeast Quarter of the Southeast Quarter; thence along said north line, S88°23'43"E for a distance of 1301.62 feet to the South Sixteenth Corner on the east line of said Section 33 marked by an iron pipe; thence along said east line, S02°09'34"W for a distance of 1298.12 feet to the PLACE OF BEGINNING. Said parcel being 752,219 sq. ft. or 17.26 acres.

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

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

SHEET 1 OF 2

DATE: 07/29/2024

DRAWN BY: LWV

JOB #: 2024267

City of Eagle River

CLIENT:

Part of the
SE 1/4 of the SE 1/4
Section 33, T 40 N, R 10 E,
City of Eagle River,
Vilas County, Wisconsin



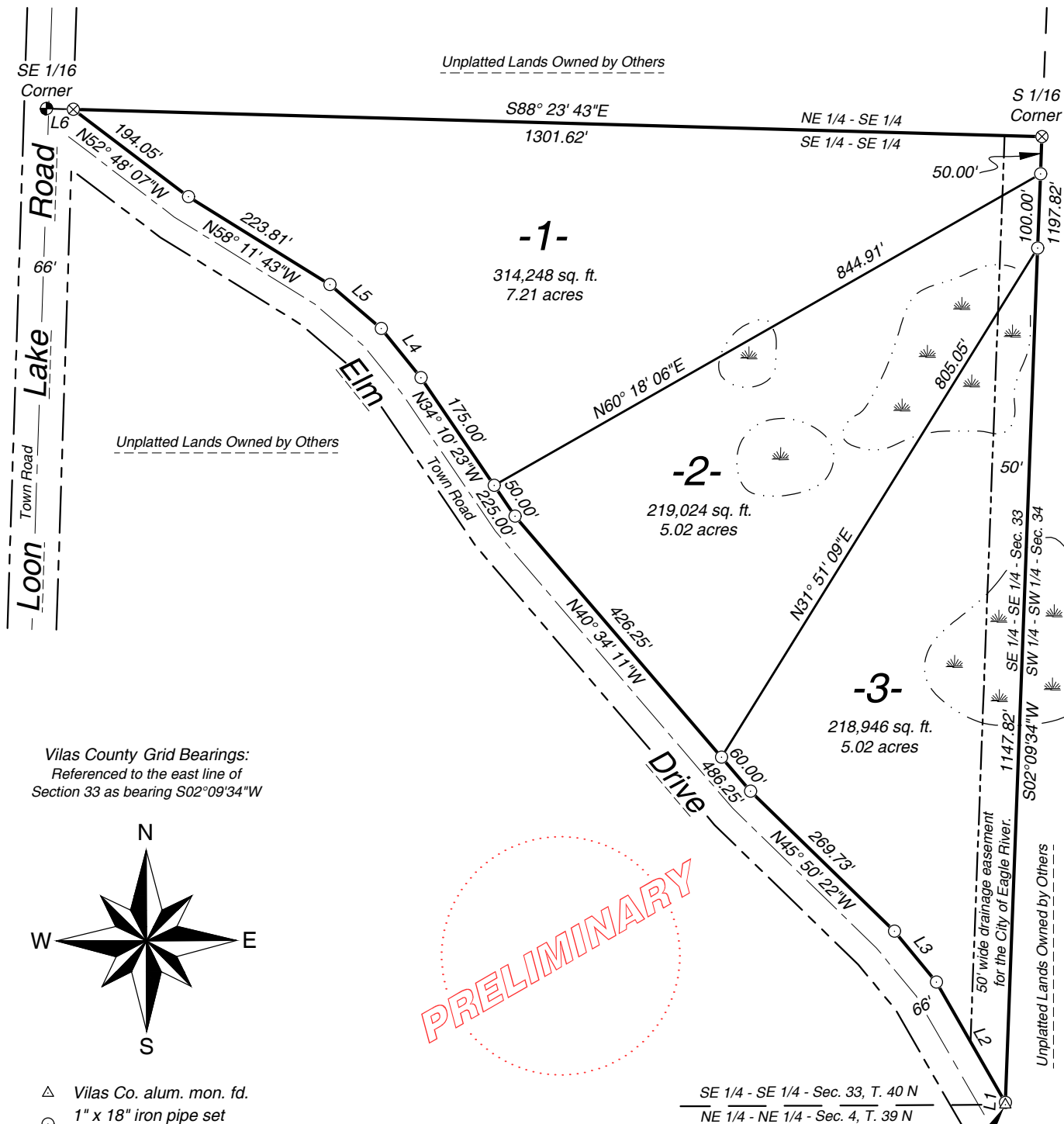
MAINES & ASSOCIATES
Land Surveyors

Arbor Vitae, WI 54568
Phone 715.356.9485

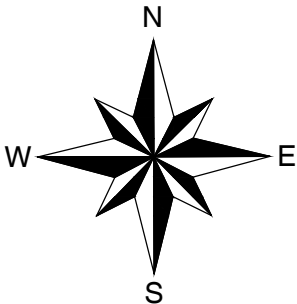
Eagle River, WI 54521
Phone 715.479.2570

mainesandassociates.com

Vilas County Certified Survey Map No.

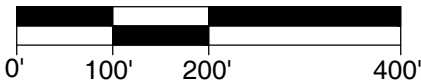


Vilas County Grid Bearings:
Referenced to the east line of
Section 33 as bearing S02°09'34"W



- △ Vilas Co. alum. mon. fd.
- 1" x 18" iron pipe set weighing 1.13lbs/ft.
- ⊗ 1" dia. iron pipe found
- ⊙ Steel nail found
- () Bearing or distance of record

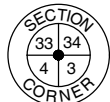
Scale 1" = 200'



Notes:

- This survey was done without the benefit of a title commitment, there may or may not be easements of record that benefit or burden the subject property.
- The filling of wetlands is prohibited unless proper permits are obtained.

Line Table		
Line #	Length	Direction
L1	3.08'	N02° 09' 34"E
L2	186.36'	N29° 50' 10"W
L3	88.57'	N39° 30' 27"W
L4	84.98'	N38° 56' 22"W
L5	90.55'	N49° 27' 37"W
L6	35.86'	S88° 23' 43"E



Vilas County
aluminum
monument found
(Monument and
witnesses verified)

SHEET 2 OF 2

JOB #: 2024267
DRAWN BY: LWV
DATE: 07/29/2024

CITY OF EAGLE RIVER

Part of the
SE 1/4 of the SE 1/4
Section 33, T 40 N, R 10 E,
City of Eagle River,
Vilas County, Wisconsin

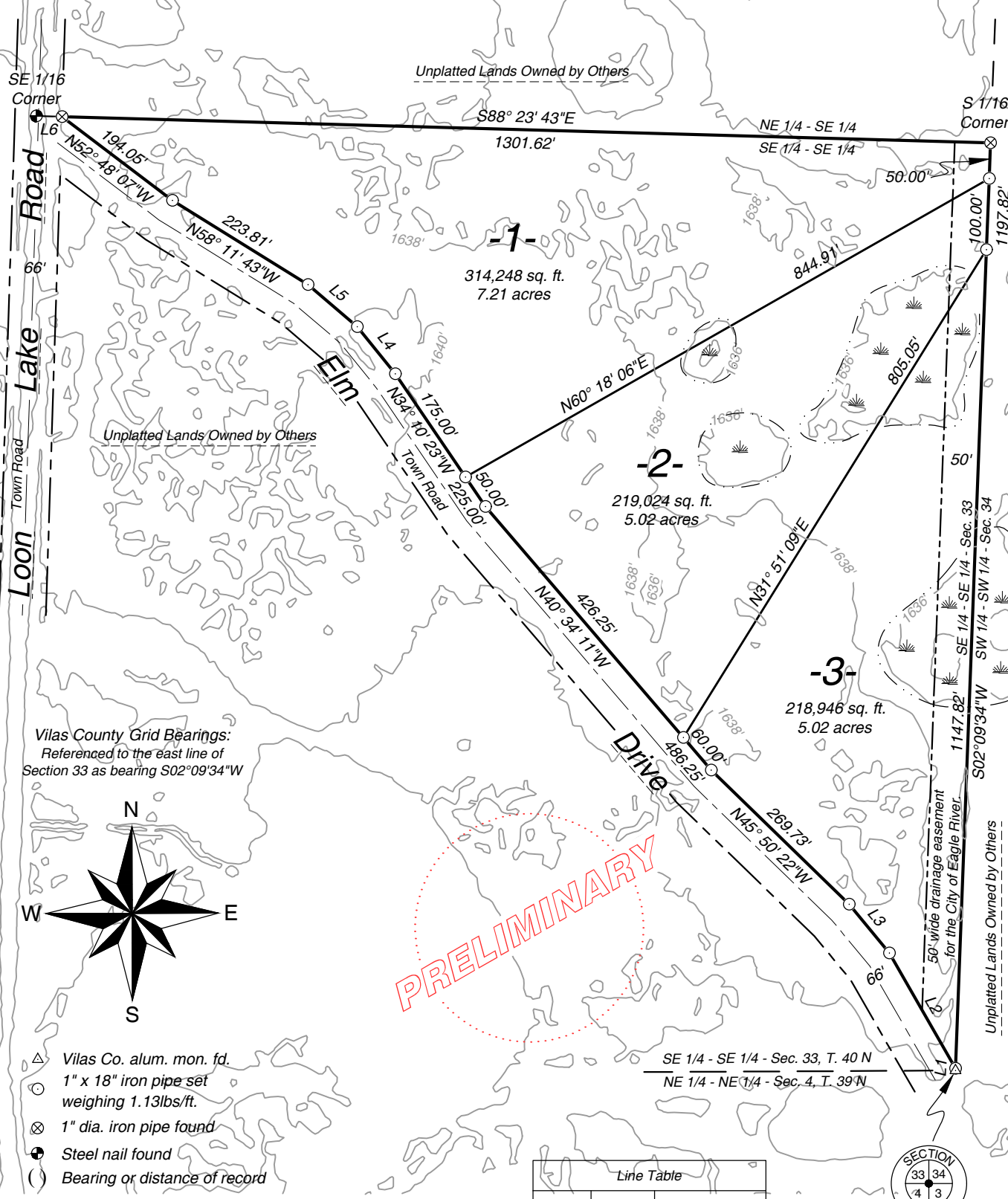


Arbor Vitae, WI 54568
Phone 715.356.9485

Eagle River, WI 54521
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MAINES & ASSOCIATES
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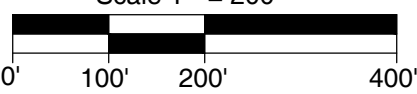


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Vilas County
aluminum
monument found
(Monument and
witnesses verified)

SHEET 2 OF 2

JOB #: 2024267
DRAWN BY: LMV
DATE: 07/29/2024
City of Eagle River
CLIENT:

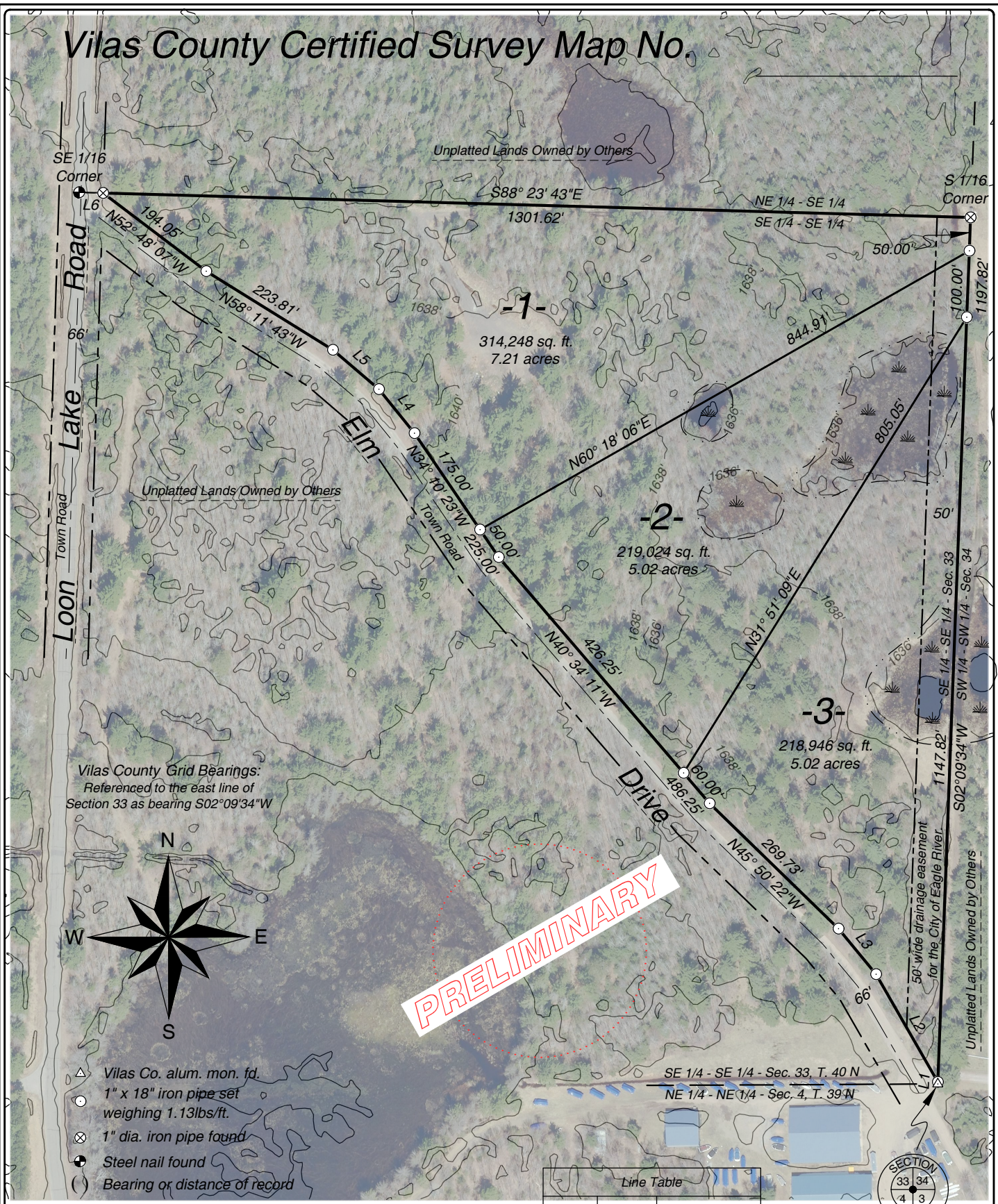
Part of the
SE 1/4 of the SE 1/4
Section 33, T 40 N, R 10 E,
City of Eagle River,
Vilas County, Wisconsin



Arbor Vitae, WI 54568
Phone 715.356.9485
Eagle River, WI 54521
Phone 715.479.2570

mainesandassociates.com

Vilas County Certified Survey Map No.

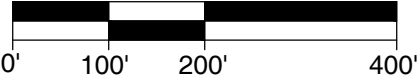


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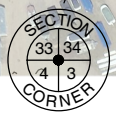
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(Monument and
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SHEET 2 OF 2

JOB #: 2024267
DRAWN BY: LWV
DATE: 07/29/2024

CITY OF EAGLE RIVER

Part of the
SE 1/4 of the SE 1/4
Section 33, T 40 N, R 10 E,
City of Eagle River,
Vilas County, Wisconsin

MAINES & ASSOCIATES
Land Surveyors

Arbor Vitae, WI 54568
Phone 715.356.9485

Eagle River, WI 54521
Phone 715.479.2570

mainesandassociates.com

Report to the Eagle River City Council – End July, 2024

Dear Council Members,

As would be expected for the middle of summer, we had a very good month of rounds and revenues, but pretty much on par with July of 2023. Weather was nice with just a couple of afternoon showers on some days. The course is in fantastic shape and people very much enjoy their golf experience here.

July 1 – July 31

ROUNDS and GREEN FEES

We had 5,020 rounds total in this period, down from 5,366 in July 2023. Green fee revenue was \$165,849 up slightly from \$164,285 last year for July 2023. Year to date figures are: \$400,772 for July 2024 compared to \$399,480 in July 2023.

CARTS

Carts of all types generated \$64,083 in this period, up from last July's total of \$46,982. The cart fleet is in good shape and well taken care of by my staff. Year to date: \$120,038 vs. \$97,465. It is unclear why we are doing so much better on carts this year, when rounds and green fee revenue have not increased that much.

RANGE

Our popular range and practice area continues to turn in impressive revenue. The range generated \$12,042 in July, down slightly from \$12,105 last year in July 2022. Year to date the range in 2024 is at \$28,057 and \$26,601 for 2023.

MERCHANDISE

The pro-shop merchandise concession revenue was up a bit from last year \$25,407, last July was at \$22,527. Year to date figures are down from last year, \$53,003 vs. \$61,551 in 2023. This may be due to our cost of goods sold have risen sharply, causing some people to limit their pro-shop spending or driving them to non-green grass discount stores for balls, clothing and accessories.

OTHER ISSUES

We are chronically understaffed. I thought we had a more stable labor force going into the season, but it rather quickly fell apart in late summer. As busy as this course is now, the Council is going to have to address this issue by hiring a full-time assistant golf professional at some point. Right now, we are basically down to my assistant, Matt and myself, sun-up to sundown, 7 days a week. Just piecing together a collection of hourly workers with questionable levels of dedication to the job is not working.

We will get through the season, but we need to seriously look at this issue. Imagine if Matt or I would be incapacitated for an extended period.

The second issue has to do with consequences with patrons not following course rules. We created course rules and a code of conduct and have posted them in the clubhouse. However there was a recent instance where someone did not like to be told to bring his cart in because it was after operating hours, and he flew into a rage, loudly berating my staff and disparaging myself, the golf course and the entire operation. Alcohol was involved.

Granted, these incidents are rare, but it becomes more complicated when the person involved is a local passholder with many connections to important people here in town. You can see the difficulty in taking some action against a popular figure in the community, but there were numerous violations of the code of conduct, accompanied by an ugly tirade against a city employee just doing his job.

The individual involved later reluctantly apologized by phone, but that was it. When these situations happen, it seems like we should have some sort of follow up conversation with a representative of the city, perhaps even the police department, or a letter at the very least. Otherwise, it is going to be harder still to attract and keep employees if patrons can scream profanities at them inches from their face, and there are no consequences.

- Anthony Sable, PGA Golf Professional
Eagle River Golf Course



Quote 104455
Date: 7/22/2024
Page: 1 of 3
Your Ref: IU Replacements

Eagle River Golf Course
Attention: Mike

Job: Eagle River Golf Course
457 McKinley Blvd
Eagle River WI 54521
Mobile: 715-617-4333 (Mike)
Email: rcginner@eagleriverwi.gov

Quantity	Description	Rate	Amount
----------	-------------	------	--------

This proposal may be withdrawn by HT Glass and Mirror Center, Inc. if not accepted within SEVEN (7) days. We hereby propose to furnish all the materials and perform all the necessary labor as follows:

1	Furnish and Install New Window	2,079.09	2,079.09
---	---------------------------------------	----------	----------

Please see attached Marvin quote for full details.

1 x Window
(1) Elevate Double Hung - Storage Office
Labor



1	Furnish and Install Insulated Unit - Dining Room	850.00	850.00
---	---	--------	--------

Insulated Window
1 - Clear 78" x 46" Block Size

Labor



Please be advised! Due to weather, sun exposure & age of windows; stop material tends to become brittle and may break during removal and installation of new glass. When performing glass replacements on windows and doors our technicians do their best to maintain the original appearance of your window or door. Interior or exterior wood or vinyl stop material is required to be removed in order to change out your glass. During removal of your stop material; it is possible that wood or plastic stops will splinter. Exterior painted stops may also split, break or chip off paint. Our technicians will use a paintable caulk upon glass replacement which will allow you to "touch up" with paint afterwards.

Any painting or staining is not included unless explicitly stated within the body of this proposal of work.

Terms: Balance is due on delivery or pickup. A 50% deposit is due at the time of acceptance and must be paid before any work can commence. 50% (\$1,545.10)

We accept: Cash, Check or Charge. A service charge of 3% will be applied to all credit card transactions effective January 1, 2024.

Subtotal: 2,929.09
Tax 5.5%: 161.10

Total: **\$3,090.19**

HT Glass & Mirror Center, Inc.
Conditions of Proposal - Residential

This proposal may be withdrawn by HT Glass and Mirror Center, Inc. if not accepted within Seven (7) days. All material is guaranteed to be as specified. All work to be completed in workmanlike manner according to standard practices. Nothing in this subcontract agreement shall require Seller to continue performance if timely payments are not made to Seller for suitably performed work or stored materials.

Owner, Contractor and Tenant agree to allow HT Glass & Mirror to remove materials provided and installed by HT Glass & Mirror that have not been paid for within the specified payment terms (see Terms below). All parties further agree that any damage or security breach to the building resulting from the removal of the materials, which were provided, will be the responsibility of the party who was/is responsible for the payment of the materials.

Nothing in this agreement shall serve to void Seller's right to file a lien or claim on its behalf in the event that any payment to Seller is considered past due.

Various chemicals will damage aluminum and glass (uncured masonry, plaster, masonry cleaning acid, etc). It is the owners/contractors responsibility to protect products from damage after installation.

No returns on special order purchases or custom fabricated items.

Any Painting or Staining is not included unless explicitly implied within the proposal of work.

SHOWER DOORS & TUBS: Shower bases/tubs with an incorrect pitch can cause water damage. Incorrectly pitched curbs may drain water onto the outside floor. A threshold or (Dam) can be installed by HT Glass and Mirror under any door where the curb is pitched wrong or off level towards the outside of the enclosure. If purchaser refuses this threshold upon the initial installation, HT Glass and Mirror will charge a service fee at a minimum of \$125.00 to go back and install a dam after the initial installation has occurred. Proper anchoring inside the walls of your enclosure should be discussed with your contractor. HT Glass is not responsible for heavy glass doors and hardware pulling out of walls & tile that have not been constructed to support the weight of shower glass. Correctly built stalls following quality construction will eliminate most of the above problems. Please keep in mind a shower door is made to deflect water, not retain it. Although the doors and enclosures are manufactured to your custom enclosure, there may be steam or water leakage, especially in a direct spray situation. The purchaser is to take into consideration the positioning, proximity and aim of the showerhead(s), water pressure, body sprays and any detachable shower sprayers.

THE FOLLOWING ARE NOT INCLUDED AND ARE TO BE THE OWNERS/CONTRACTOR'S RESPONSIBILITY:

- Building permit (if required)
- Any warranty on materials, expressed or implied, is from the manufacturer only.
- Locating of plumbing and electrical concealed in existing walls by owner/contractor. We are not responsible for damage caused if plumbing/electrical has not been properly located and marked prior to our drilling or anchoring.
- Does not include removal or reinstallation of any security systems, buzzers, etc., unless noted otherwise.
- Any work done on owner's glass will be done at owner's risk.
- Seller warrants labor for one year from date of installation.
- Any work done on owner's existing window sash, framing, trim and stops, will be done at owner's risk. Seller assumes no responsibility for damage of above.

NOTICE OF LIEN RIGHTS Wis. Stat. §779.02 (2)(a)

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

TERMS:

- No discount – due upon receipt of invoice.
- Accounts are considered past due if not paid in full within 30 days. Past due accounts subject to an interest charge of 1.5% per month.
- Accounts past due more than 90 days will be served an intent to file a lien on the property to both the contractor and the property owner. (See Ch. 779, Wis. Stats.)
- Seller reserves right to stop work or delivery whenever an account is in arrears, without recourse by affected parties. Retainage (when allowed) are due immediately upon receipt from owner.
- 50% deposit is required before ordering custom products from H.T. Glass & Mirror Center, Inc
- A 3% service charge will be added to the total amount of your transaction when paying by credit card.

WARRANTY:

• **WARRANTIES DO NOT BEGIN UNTIL JOB IS PAID IN FULL.**

- HT Glass & Mirror Center, Inc. warranties its labor for one (1) year from date work is completed.
- All materials used are under warranty by the manufacturer. Warranties may vary by manufacturer. HT Glass & Mirror Center, Inc. does not warranty materials.

Respectfully Submitted By: _____ HT Glass and Mirror Center Inc..

ACCEPTANCE OF PROPOSAL

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance on above work. Compensation and Public Liability Insurance on above work is to be taken out by HT Glass & Mirror Center, Inc. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to begin with work as specified. Payment will be made as outlined above.

104455

Owner Section: To be completed in its entirety

Physical Address where work is to be performed:

Street _____

City, _____ State, _____ Zip _____
Mailing address (if different from above):

Street _____

City, _____ State, _____ Zip _____

Accepted By (Owner's Signature): _____

Date: _____

Contractor Section (if applicable): To be completed in its entirety

Physical Address where work is to be performed:

Street _____

City, _____ State, _____ Zip _____
Mailing address (if different from above):

Street _____

City, _____ State, _____ Zip _____

Accepted By (Contractor's Signature): _____

Date: _____

Tenant Section (if applicable): To be completed in its entirety

Physical Address where work is to be performed:

Street _____

City, _____ State, _____ Zip _____
Mailing address (if different from above):

Street _____

City, _____ State, _____ Zip _____

Accepted By (Tenant's Signature): _____

Date: _____

Eagle River Golf Course Marketing Report & Proposed Facebook Posts

July 16, 2024

Facebook Page:



As of today, the page has 2,623 followers.
On June 20th, the page had 2,617 followers.

Facebook Insights:

Page overview		Create a post	Last 28 days
Discovery			
Post reach			16,398
Post engagement			1,366
New Page likes			6
New Page Followers			7
Interactions			
Reactions			180
Comments			5
Shares			7
Photo views			639
Link clicks			87
Other			
Hide all posts			0
Unfollows			0

Eagle River Golf Course Marketing Report & Proposed Facebook Posts

July 16, 2024

Facebook Insights (continued):


	Here are some tips to help your balls fly straight at https://stix.golf/blogs/rough-thoughts/what-is-a-golf-slice-5-steps-to-improve-ball-flight Sun, Jul 14	Post reach 222	Engagement 6
	Get out of the office and onto the golf course! 🏌️📱 Book easily online - https://www.eaglerivergolfcourse.com/teetimes Fri, Jul 12	Post reach 212	Engagement 2
	Now this is what we are talking about. We love our golfers! Wed, Jul 10	Post reach 699	Engagement 49
	Junior Golf Camp started yesterday and we're happy to welcome these young golfers! Tue, Jul 9	Post reach 1,054	Engagement 67
	Gift certificates are available at the Golf Course and Eagle River City Hall. Call 715-479-8682 ext. 221 or 222 or stop by the City Clerk's Office at 525 East Maple Street in Eagle River. Give the gift of golf! 🎁 Mon, Jul 8	Post reach 235	Engagement 5
	Swing by Turkey's Clubhouse for tee-rific drinks, food and camaraderie. 🍷🍔 Sat, Jul 6	Post reach 549	Engagement 10
	Happy FORE-th of July! Thu, Jul 4	Post reach 310	Engagement 15
	Explore the refreshing offerings on our beverage cart! Tue, Jul 2	Post reach 904	Engagement 132
	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. Sun, Jun 30	Post reach 455	Engagement 20
	Meet the Officers of the Ladies League - Sarah Guenther – President – Leader and Giver. Sarah was born and raised in Appleton, Wisconsin. Her love of golf started early with her high school team winning the state championship in 1984. As a result of her team's efforts, they were inducted into the East High School hall of fame in 1994. Read more... Sat, Jun 29	Post reach 1,083	Engagement 54
	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?" Fri, Jun 28	Post reach 324	Engagement 7
	🌱 Swing into Wellness! 🌱 Here are some amazing benefits of hitting the green: Physical Fitness Mental Clarity Social Connection Outdoor Enjoyment Lifelong Learning Tue, Jun 25	Post reach 361	Engagement 8
	Ladies League Member Guest Update -- WOW, what an incredible turnout and event we had last Tuesday! Thanks again to our committees - Jean Leinenkugel, Susan Visner, Darla Ewer, Jacqi Monge and Vickie Hartig, YOU DID AN INCREDIBLE JOB!! Thanks to Tony and Matt for the awesome clinic, and to Heidi from Incredible Bank for donations... Mon, Jun 24	Post reach 898	Engagement 170
	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. Sat, Jun 22	Post reach 990	Engagement 61
	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. Thu, Jun 20	Post reach 236	Engagement 8

Eagle River Golf Course Marketing Report & Proposed Facebook Posts


July 16, 2024

Facebook Videos:


Videos




Opening Day is April 22nd!
12 weeks ago · 988 plays
13



Eagle River Golf Course
3 years ago · 79.1K views
24



Eagle River Golf Course's Video
6 years ago · 480 views







Eagle River Golf Course's Video
6 years ago · 26 views

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

Facebook Ads:

Last 30 days ▾

Kim Swisher Communications, LLC spent \$45.60 on 2 ads in the last 30 days.

 Reach 16,887 View details	 Post engagements 3,675 View details
 Link clicks 190 View details	 Follows or likes 1 View details

Facebook Ads (continued):


Recent Ads

Completed • Created by Kim Swisher

View results

Website visitors

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



68,113
Reach


4,322
Link clicks

\$682.02
Spent at \$2.50 per day

Completed • Created by Kim Swisher

View results

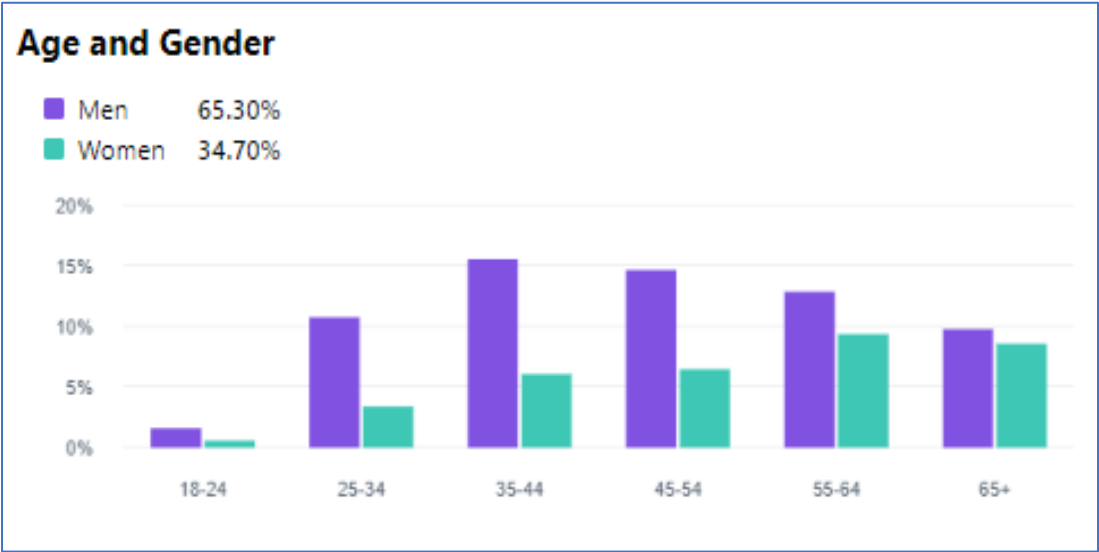
Promote your business locally



206.1K
Reach

\$813.95
Spent at \$3.00 per day


Facebook Audience Demographics:



Facebook Audience Demographics (continued):

Location		Cities	Countries
Eagle River, WI			265
Chicago, IL			66
Three Lakes, WI			39
Wausau, WI			37
Rhinelander, WI			36
Green Bay, WI			29
Conover, WI			27
Milwaukee, WI			27
Appleton, WI			25
Oshkosh, WI			22

Instagram Page



eaglerivergolfcourse

Edit profileView archiveAd tools

422 posts512 followers60 following

Eagle River Golf Course

Golf Course & Country Club

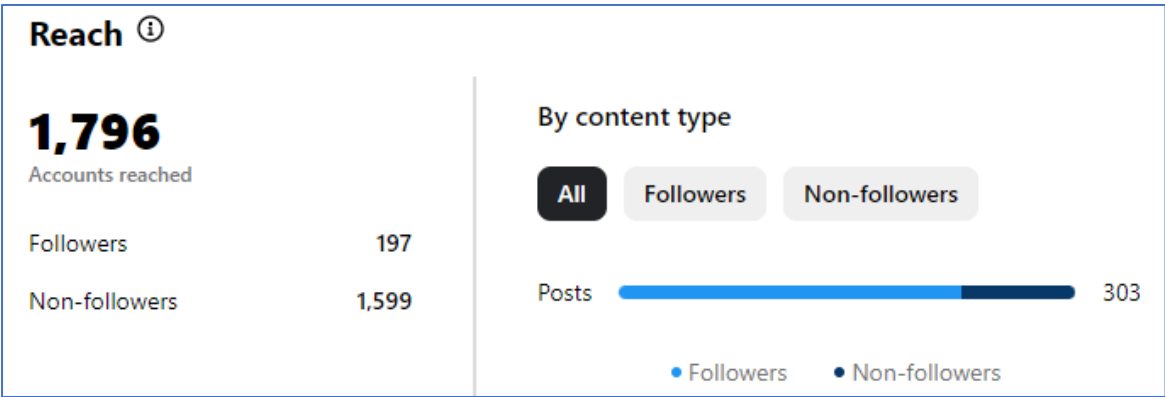
Our course is wooded, watered and totally in keeping with the beauty of the Northwoods - and one of the most challenging... more

457 McKinley Blvd, Eagle River, Wisconsin 54521

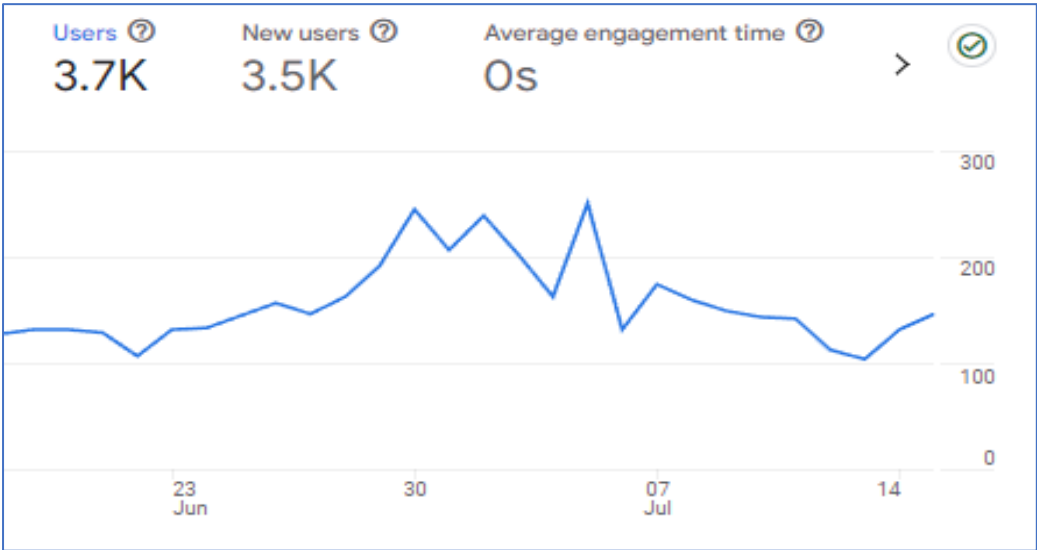
www.eaglerivergolfcourse.com

1.7K accounts reached in the last 30 days. View insights

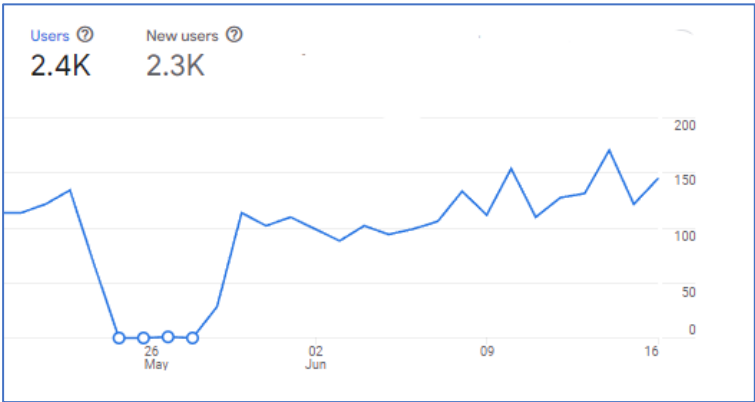
Instagram Insights:



Google Analytics (Website):

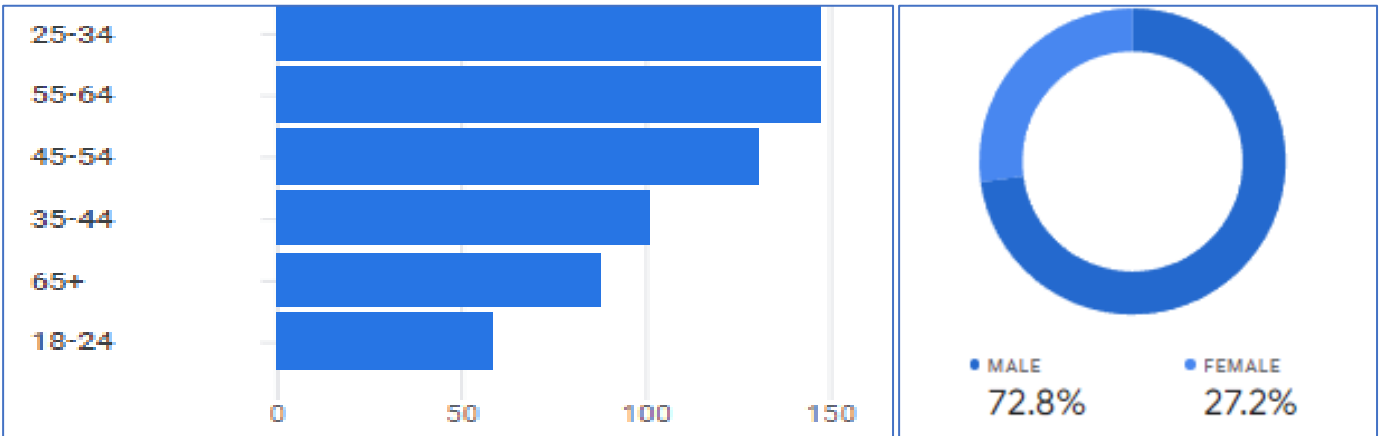


June 17th through July 16th



May 21st through June 17th

Visitor Demographics:



The primary age range of website visitors in this period was 25-34. Males comprised 72.8% of page visitors.

Eagle River Golf Course Marketing Report & Proposed Facebook Posts

July 16, 2024

Pages Visitors are Viewing on the Website:

		12,912 100% of total
1	Eagle River Golf Course - Eagle River Golf Course	5,181
2	Tee Times - Eagle River Golf Course	4,657
3	Rates - Eagle River Golf Course	798
4	View Our Course - Eagle River Golf Course	554
5	Men's League - Eagle River Golf Course	316
6	Contact Us - Eagle River Golf Course	241
7	Scorecard - Eagle River Golf Course	222
8	About Us - Eagle River Golf Course	137
9	Lessons - Eagle River Golf Course	107
10	Turkey's Clubhouse Restaurant Now Open - Eagle River Golf Course	96

Location of Website Visitors:

		3,650 100% of total
1	Illinois	1,395
2	Wisconsin	1,080
3	Texas	504
4	Minnesota	168
5	Iowa	116
6	Missouri	98
7	Tennessee	75
8	Oklahoma	69
9	Michigan	65
10	Arkansas	58

State

		3,650 100% of total
1	Chicago	1,210
2	Dallas	327
3	(not set)	258
4	Eagle River	155
5	Wausau	150
6	Milwaukee	121
7	Minneapolis	88
8	Rhineland	60
9	Three Lakes	57
10	Madison	37

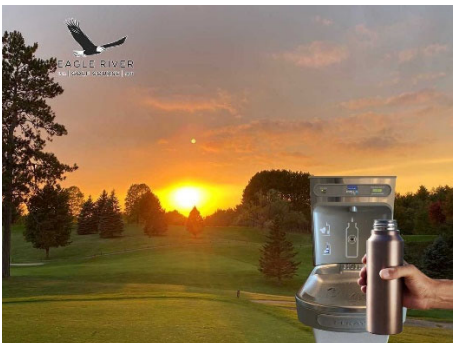
City

Proposed Facebook and Instagram Posts:

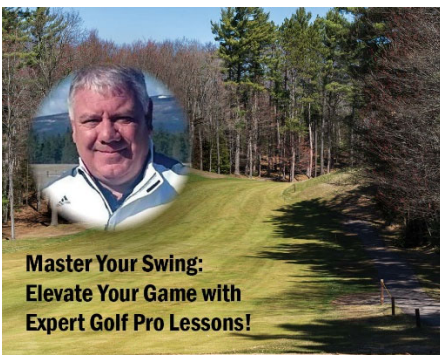
8/7 – Why did the golfer bring two pairs of pants? In case he got a hole-in-one! If you ever encounter a wardrobe malfunction on the course, no need to fret. We've got you covered in our shop!



8/10 – As we head into the dog days of Summer, don't forget to stay hydrated and protected from the sun. Wear light, breathable clothing, bring plenty of water and apply sunscreen often. Bring your drinking bottle and fill it at our clean, filtered water station. It's free. 😊



8/13 – Feeling stuck in your golf game? Book a lesson with Anthony Sable, our pro, by calling 715-479-8111. 🏌️



Eagle River Golf Course Marketing Report & Proposed Facebook Posts

July 16, 2024

8/15 – Throwback Thursday: This black and white photograph appears to capture a moment shortly after construction in the early 1920s. Courtesy of the @Eagle River Historical Society Archives.



8/17 – Have you heard this one? Swing Oil: Beer. 🏌️🍺



8/19 – It's not just about golf, it's about the food too. Join us at @Turkey's Clubhouse, where you can enjoy a delicious meal after your round. Book your tee time now and make it a day to remember!



8/22 – Don't forget our Sunday Special, 2 for 1 green fees. Make your reservation today.

<https://www.eaglerivergolfcourse.com/teetimes/>



Eagle River Golf Course Marketing Report & Proposed Facebook Posts

July 16, 2024

8/25 – Good friends don't judge you for yelling "FORE!" after every shot, even if it's a putt 😊



8/29 – It's more than fun! Golf is a great workout, and burns up to 800 calories per round, making it a great way to stay active and healthy. 🏌️‍♂️



9/2 – Celebrate Labor Day on the greens! 🏌️‍♂️ 🏌️‍♀️ Whether you're working on your swing or just working on your tan, enjoy a round with us. ☀️



9/5 – What is the most common beverage golfers drink? Tee! 🏌️‍♂️



Eagle River Golf Course Marketing Report & Proposed Facebook Posts

July 16, 2024

9/8 – Grandparents' Day on the golf course is a wonderful opportunity to enjoy the love of family and the joy of the game!



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

Respectfully submitted,

Team Swisher

Karla Rosenberg, Kassie Bellin and Kim Swisher

Office: 715-437-0090

Email: karla@kimswisher.com

Email: kassie@kimswisher.com

Email: kim@kimswisher.com

I recently received an email from the Municipal Environmental Group (MEG) water division regarding two more PFAS settlement agreements that municipal utilities are automatically included in unless we opt out. The two companies that the settlements are with is Tyco (\$750 million) and BASF Corporation (\$312.5 million). The City Council needs to decide on whether to stay in the settlement or opt out of it.

Our latest PFAS testing from our 3 operating wells was done on May 31, 2023 and the results came back as a non-detectable limit, meaning no PFAS was able to be detected in our drinking water at that time. The future well #4 site was pumped and tested in 2021 and showed the same non-detectable result.

- The following two white pages give a brief description of PFAS and some of the uses.
- The two green pages are the original email from MEG water.
- The two yellow pages are a great breakdown of the impacts of the settlement agreements and the future rights the City would be giving up if we stay in the settlements.

This is what I see as how each of the choices could play out.

- We never test positive for PFAS in our water/wastewater and this decision is a moot point.
- If the City elects to stay in the settlement and....
 - **The Good** - We test positive for PFAS while there are still funds available, we would receive some contribution for mitigation based on PFAS concentration and average annual flow.
 - **The Bad** - We test positive for PFAS after funds from the settlements run out, the City would have given up all our rights to future litigation. This is not just limited to water. At some point in the future there is most likely going to be a requirement to test for PFAS in our wastewater.
- The City elects to opt out of the settlements and....
 - **The Bad** - We test positive for PFAS while these settlements are ongoing, we would miss out on making a claim against these settlement agreements. We would still have the right to attempt a future lawsuit. This would be very difficult on our own to battle the big companies.
 - **The Good** - We test positive for PFAS in our water or wastewater after the funds from these settlements run out. We would have the right for future litigation, again being very difficult for us to do on our own.
- If anyone has a crystal ball and can see the future, now would be a great time to take a look!

Mike Sanborn

PFAS are synthetic chemicals used for many years in a variety of applications. They are known as the "Forever Chemical" because they take a long time to break down in the environment. In recent years, exposure to PFAS chemicals has been linked to harmful health effects to both humans and animals.



FIREFIGHTING
FOAMS



WATER RESISTANT
CLOTHING



PAINT



PERSONAL
CARE PRODUCTS



COSMETICS



NON-STICK
COOKWARE

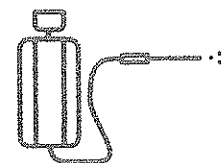
PFAS



PHOTOGRAPHY



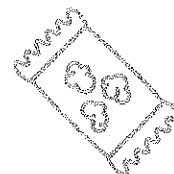
FAST FOOD
PACKAGING



PESTICIDES



STAIN RESISTANT
FURNITURE



MICROWAVE
POPCORN BAGS



STAIN RESISTANT
PRODUCT

Practical Uses of PFAS

PFAS consists of PerFluoroAlkyl and PolyFluoroAlkyl Substances. There are thousands of PFAS in this group of chemicals, and they are found in countless consumer, commercial, and industrial products. Among their primary uses, PFAS chemicals make fabrics, papers, cardboard, and boards stain-resistant, water-resistant, and oil-repellant.

A few practical uses of PFAS in packaging include grease-resistant paper, as found in fast food containers, burger wrappers, microwave popcorn bags, pizza boxes, paper plates, candy wrappers, and some flexible pouches.

PFAS chemicals also add stain-repellant and water-repellent properties to carpeting, upholstery, clothing, and other fabrics, including rainwear, umbrellas, and tents. They are found in everything from cleaning products, paints, varnishes, and sealants to non-stick cookware and certain personal care products.

Mike Sanborn

From: Lawrie J. Kobza <lkobza@boardmanclark.com>
Sent: Monday, July 29, 2024 12:32 PM
To: Aaby, Tim; Adams, Troy; Ailts, Rae Ann; Austin, Cathy; Bergner, Jim; Block, Danielle ; Boe, Jeremy; Boers, Scott; Botts, David; Bougie, Patrick; Breunig, Adam (Adam.Breunig@wrwwlc.com); Breunig, Nicki; Brofka, Michael; Brooks, Ben; Brown, Jem; Brunner, Joel; Butler, John; Bystol, Nicole; Calmes, Julie (jcalmes@oshkoshwi.gov); Carley, Jason; Caruso, Richard; Casey DeLawyer (casey@cmutility.com); Castle, Wayne; Chad Paulson (chadp@ricelakeutilities.com); Charlene Beals; Ciurro, Joe; Copsey, Deanna clerk@villageoflavallevi.gov; Craker, Jon ; Czarnecki, Curt (cczarnecki@kenosha.org); Dave Brown (dbrown@villageofmukwonago.gov); Deml, Mike; Duchniak, Daniel; Ebert, Jaden; Erickson, Tina (ericksont@cityoflacrosse.org); Evenson, Erik; Fisher, Dan (dfisher@portwashingtonwi.gov); Florin, Adam ; Fluette, James; Gabrielson, Ken (kgabrielson@ci.oshkosh.wi.us); Gallagher, Matthew ; Geisler, Mark ; Gitter, Mike; Gomm, Bruce (bgomm@cityofshawano.com); Grande, Joe; Greebon, Derek; Gruber, Mark; Hartz, Peter ; Helgestad, Chris; Herlitzka, Tim; Hirvela, Andrew; Holter, Jarrod; Holz, Angie ; Hupp, Tom; Jared Walker Smith; jarmstrong@fortatkinsonwi.net; Jaskolka, Jim; Jeff Deutsch (jeff.deutsch@villageofjacksonwi.gov); Jeff Ecklund (jecklund@lgutilities.org); Jensen, Rudi (rjensen@vocwi.com); Josh Gajewski; Kloetzke, Travis; Knapp, Dan; Kris August (kris.august@kielwi.gov); Kroening, Scott; Kuhn, Jeff; Kumar, Krishna; Kumm, Nicholas; Lawrie J. Kobza; Lemke, Joel; Lemke, Ryan ; Loper, Nate ; Martin, Tim; Matt Saloun; Maule, David (Allenton SD); Medinger, Peter; Meister, Jake; Michaelson, Rob ; Miller, Frank (millerf@cudahy-wi.gov); Moyer, Martin; Nicholas Todd (publicworks@orfordville.org); Osborn, Scott; Paulus, Eric; Peichel, Jordan; Peters, Kip; Peterson, Wade; Plate, Kim; Powell, Brian; Randy Kerkman; Rankin, Jesse; Rice, Ryan; Richmond, John; Rick Wicklund (Rwicklund@myspu.org); Rindt, Kelli ; Rittenhouse, Karyn; Rogers, Stephanie ; Rokus, Brad; Mike Sanborn; Schmeiser, Nic; Schmitz, Heather (Lake Como) ; Schneider, Scott; Schramm, Steve; Schuppner, Brett; Seibt, Cora; Sheppard, Eddie; Shere, Josh; Sparacio, Nicolas; Spilde, Leif; Steinagel, Gabe; Stempa, Chris; Steve Brooks (sbrooks@waupunutilities.org); Suchla, Raymond ; Sukowaty, Jayme (jsukowaty@villageofmukwonago.gov); Sullivan, Mike; Swenson, Josh; Tanner, Jacob; Thuot, Mark; Tom Nennig - Brown Deer (tnennig@browndeerwi.org); Vandenberg, Luke ; Vick, Bradley; Vickman, Andy; Wilcox, Jake ; Wodalski, Michael; Wodarz, Caleb ; Zylstra, Kelly
Subject: Tyco/BASF PFAS Settlement
Attachments: Tyco-BASF PFAS Settlement Agreements Memo to MEG-Water (A5254957x9DEB4).pdf

Good afternoon MEG-Water Members,

You either have received or will soon be receiving notices about two new PFAS class action settlements with Tyco and BASF. These settlements are for less than the prior 3M and DuPont settlements. The 3M settlement was for \$12.5 billion and the DuPont settlement was for \$1.185 billion. In comparison, the Tyco settlement is for \$750 million and the BASF settlement is for \$312.5 million.

The terms of these two settlements are similar to the 3M settlement. Attached is a memo that discusses these two settlements and what you may want to consider when deciding whether to stay in the settlements or opt-out. The opt-out process has been simplified for those choosing to opt-out.

If you have any questions after reviewing the memo, please reach out.

More information can be found on the class action website – pfaswatersettlement.com

Lawrie

BoardmanClark

LAWRIE J. KOBZA (SHE/HER)
ATTORNEY

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PHONE +1 608-257-9521
FAX 608-283-1709
LKOBZA@BOARDMANCLARK.COM
BOARDMANCLARK.COM

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1 S PINCKNEY ST STE 410
PO BOX 927
MADISON, WI 53701-0927

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TO: MEG-Water Members

FROM: MEG-Water Legal Counsel
Lawrie Kobza lkobza@boardmanclark.com
Jared Walker Smith jsmith@boardmanclark.com

DATED: July 29, 2024

RE: Tyco/BASF PFAS Settlements

Most Wisconsin water utilities have received or will soon be receiving class action settlement notices related to PFAS settlements with Tyco and BASF. These settlements are in addition to the previous settlements with 3M and DuPont.

These settlements are for less than the 3M and DuPont settlements. The Tyco settlement is for \$750 million and the BASF settlement is for \$312.5 million. In comparison, the 3M settlement was for \$12.5 billion and the DuPont settlement was for \$1.185 billion.

The terms of both the Tyco settlement and the BASF settlement are similar to the prior 3M settlement.

If you have an Active Public Water System that has one or more Impacted Water Sources as of May 15, 2024, you will be covered by the Tyco and BASF settlements (and will have released the claims identified in the settlement agreements against them) unless you explicitly opt-out of the settlements. An impacted water source means a water source that has a qualifying test result showing a "measurable concentration" of PFAS. A measurable concentration of PFAS is the lower of the level of detection of the analytical method used or 1 ppt.

Here are some things to consider when deciding whether to stay in the settlements or opt-out.

- These settlements impact your municipality's future rights. The settlements do not just impact the water utility. Under the settlement agreements, your municipality is the "releasing party". Your municipality should be making the decision whether to stay in the settlement.
- If you stay in the settlements, your municipality will be granting the releases in the settlement agreements even if the water utility does not file a claim or receive any money from the settlements.
- The Tyco and BASF releases are similar to the release included in the 3M settlement. These releases are broader than what was included in the DuPont settlement.

- The Tyco and BASF releases provide at paragraph 12.1 that a municipality who owns a public water system – and does not opt out of the settlement – will be releasing Tyco and/or BASF from all of the following claims:
 - All claims related to PFAS and drinking water or your public water system.
 - All claims for punitive or exemplary damages that relates to PFAS or any product manufactured with or containing PFAS (including AFFF) – no exceptions. (This is not limited to drinking water claims.)
 - All claims that relate to or involve representations about PFAS or any product (including AFFF) manufactured with or containing PFAS without exception. (This is not limited to drinking water claims.)
 - All claims related to the development, manufacture, formulation, distribution, sale, transportation, storage, loading, mixing, application, or use of PFAS or any product (including AFFF) manufactured with or containing PFAS – with a limited exception for federal or state required investigation or remediation costs to address PFAS contamination on municipal property that is not related to the public water system. (This is not limited to drinking water claims.)
 - All claims that relate to the municipality's transport, disposal, or arrangement for disposal of PFAS-containing waste or PFAS-containing wastewater – with a limited exception for required costs to remediate or remove PFAS contamination at the municipality's a permitted wastewater or stormwater system. (This is not limited to drinking water claims.)
- The deadline for opting out of the Tyco settlement is **September 23, 2024**. The deadline for opting out of the BASF settlement is **October 15, 2024**.
- The process for opting-out has been simplified and clarified. You are able to opt-out electronically by filing the opt-out form found at pfaswatersettlement.com/documents. There are separate opt-out forms for Tyco and BASF. You will receive an email confirmation once your opt-out has been filed.
- If you stay in the settlement, nothing needs to be done at this time. After the settlements are approved by the court, a date will be set for you to file a claim.

If you have questions, please reach out.



Account: CITY OF EAGLE RIVER
Prepared For: Moe Adanovich
E-Mail: erdpw@eagleriverwi.gov
Phone: 715-479-4330
Quoted On: 7/24/2024

Quote #: Q-37832-2
Prepared By: Dennis Poulakos
E-Mail: parts@wausauequipment.com
Phone: (262) 796-6100
Quote Exp.: 8/17/2024

Bill To: CITY OF EAGLE RIVER
 DEPT OF PUBLIC WORKS

 Eagle River, WI 54521-1269

Ship To: CITY OF EAGLE RIVER
 DPW
 1020 Bluebird Road
 Eagle River, WI 54521
Freight Terms: FC1 - PREPAY & ADD
Incoterms: FOB Origin (Transfer at Origin)

Credit Terms: Net 30

Machine Information:

Serial Number: 2012/
 PW9RHTE/
 C24385

Please Note: If a serial number is not provided for this quote, any order generated is non-refundable

Leadtime: 45-60 Days

Notes:

Qty	Item #	Description	List Price (ea)	Final Price (ea)	Extended Amount
6.00	W2P12703	WEDGE	\$23.54	\$23.54	\$141.24
6.00	W2P12707	HINGE PIN	\$66.57	\$66.57	\$399.42
6.00	W9C09191	SPRING-TRIP EDGE1/2IN S	\$313.50	\$313.50	\$1,881.00
1.00	W2W12692	WELDMENT-TRIP EDGE	\$2,344.16	\$2,344.16	\$2,344.16
12.00	W9C00139	LOCKWASHER5/8 SILVER Z	\$0.34	\$0.34	\$4.08
12.00	W9C00076	BOLT-CARR, 5/8 NCX 3.0	\$5.79	\$5.79	\$69.48
12.00	W9C00096	5/8IN-11NC HEX NUT ZINC	\$0.66	\$0.66	\$7.92
SUBTOTAL:					\$4,847.30
TOTAL:					\$4,847.30



The above prices, specifications, and all attached terms and conditions are hereby accepted as part of this agreement. The Alamo Group Snow & Ice Team is authorized to supply the equipment and services as specified to:

Note: All purchase orders must include The Alamo Group Snow & Ice Team quote number Q-37832

Printed Name:_____

Signature:_____

Acceptance Date:_____

Requested Delivery Date:_____

Purchase Order Number:_____

Terms & Conditions

- All lead times are subject to change without notice.
- All quotes are Ex-Works unless stated otherwise. Ex-Works transfers title, ownership, and liability to the buyer upon notification of "ready to ship". Buyer assumes all shipping and regulatory responsibilities of transporting goods from the seller's point of origin.
- All prices are shown in USD
- All credit terms are subject to credit approval
- All orders are subject to acceptance by an officer of the company. Orders for products not regularly carried in stock or requiring special engineering or manufacture are in every case subject to approval by an officer of the company. The agreement set forth herein supersedes any prior agreements, representations, or other communications between the parties relating to the subject matter set forth herein. No other terms and conditions shall apply including the terms of any purchase order submitted by Buyer, whether or not such terms are inconsistent or conflict with or are in addition to the terms and conditions set forth herein.
- Work produced at Buyer's request such as sketches, drawings, design, testing fabrication, and materials shall be charged at current rates.
- Any custom orders generated from this quotation (orders for products that need to be designed) will be non-cancelable once they are released for production. Additional production time may be required. Please consult with sales for production time upon order placement.
- Orders regularly entered cannot be canceled except upon terms that will compensate the company for any loss or damage sustained. Such loss will be at a minimum of 10% of the purchase price. The buyer agrees that it shall inspect the equipment immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify in writing of any non-conformity or defect. The buyer further agrees that failure to give such prompt notice or the commercial use of the equipment shall constitute acceptance. Acceptance shall be final, and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance.
- We reserve the right to change manufacturing specifications and procedures without notice, in accordance with its product improvement policy.
- Our standard warranty (12 months for parts and flat rate labor) shall apply unless otherwise noted.
- This quote provides for no hydraulic components & controls other than those mentioned. Dealers must assume that items not in this quote will not be provided.

Eagle River Police Department

Integrity + Professionalism + Compassion



Lakeland Area Mountain Biking Organization

(LAMBO)

PO Box 2106

Woodruff, WI 54568

Eagle River Police Department

(ERPD)

525 E Maple St.

PO Box 1269

Eagle River, WI 54521

The mission of the Eagle River Police Department (ERPD) includes forging strong and lasting partnerships with the members of our community built from trust and paid for with integrity. We work as a team with the community, concentrating our efforts on a proactive approach to prevent issues before they happen and compassionately help others. To achieve this goal, the ERPD needs to enlist the help of other entities from time to time to best serve the community.

When 40,000 people descend upon our small community for Cranberry Fest, ERPD needs some help. The Lakeland Area Mountain Biking Organization (LAMBO) is a 501(c)(3) non-profit who has agreed to be that help. From 6:30 am to 4:30 pm on October 5th, 2024, and 8 am to 4 pm on October 6th, 2024, LAMBO will provide a minimum of 14 adults to work traffic control during that time. LAMBO will make their own arrangements for rotating personnel, as well as providing breaks, snacks, drinks, and lunch as they see fit while maintaining 14 people directing traffic. This will allow ERPD Officers to focus more on highway safety/traffic flow and emergency responses.

Additionally, there are certain places squad cars cannot go and a small police department cannot efficiently check. LAMBO has a bike patrol, a branch of the National Ski Patrol (NSP), that has been serving the community for over 2 years and we are so very grateful. They have several certified Outdoor First Care hosts and Outdoor Emergency Care patrollers. These individuals are trained to support immediate care needs out on trails and work closely with EMS to assist anyone in need of care. Bike Patrol trains regularly and with the help of NSP patrollers from local ski hills and bike trail systems, gets new members certified. Therefore, this agreement will also include LAMBO being available on an on-call basis to respond to emergency medical or search efforts on trails or similar areas where bike patrol is better suited to respond than other entities.

In exchange for this assistance the Eagle River Police Department will pay \$2,500 to the non-profit Lakeland Area Mountain Biking Organization.

X_____Date:_____

Christine Dobbs
Chief of Police
Eagle River Police Department

X_____Date:_____

Bryon Black
President
Lakeland Area Mountain Biking Organization

TO: City of Eagle River Common Council

Honorable Mayor Jeff Hyslop

Over the past few years, the Eagle River Police Department has requested assistance for traffic control for the 4th of July parade and Cranberry Fest due to the overwhelming number of people and vehicles in the city. We've tried auxiliary officers, hiring individuals, and for the last few years we've been contracting with Civil Air Patrol (CAP). At one time, they were providing us with at least 15 adults and additional reliable teenagers that could assist with traffic control, adding over 20 people to our numbers. Over the last 3-4 years their numbers have been going down significantly as has their reliability. The group was at one time largely made up of people from the Eagle River area, but they have now combined with an Upper Michigan squad and their team struggles to get any numbers. Those that do assist travel a significant distance making early morning arrival times difficult. Last year, the CAP only provided approximately 7 adults for Cranberry Fest and could not get here until 8 am when the pancake breakfast starts at 7 am. Teenagers assigned to intersections would wander off, adults would not follow through with their assignments, and ERPD Officers ended up taking over at certain areas to keep traffic moving by the fairgrounds rather than focusing on higher safety priorities like highway intersections and call response. Additionally, this year, the CAP asked for additional funds to offset inflation and gas prices as they must travel from Michigan.

In response, ERPD has been able to manage the 4th of July parade with just the help of DPW so the funds budgeted for assistance could all go towards Cranberry Fest. We have also been looking into other groups that could assist, but most organizations already struggle to find volunteers and are tied up with other obligations during Cranberry Fest such as area business parking lot parking. ERPD was able to reach out to the Lakeland Area Mountain Biking Organization (LAMBO), a local 501(c)(3) nonprofit organization that has a bike patrol element equipped for outdoor first aid and the group is responsible for grooming area bike trails. LAMBO should prove to be a more reliable local group and one of their members is experienced in Cranberry Fest traffic control. They are currently working on the trail between Eagle River and Conover, so LAMBO has a vested interest in, and is familiar with, Eagle River.

CAP has also had a verbal agreement that in exchange for the funds they would not only assist with events but make themselves available should an aerial search be needed in the area. Assisting with search and rescue is a large part of CAP mission regardless of our payment for assistance with Cranberryfest. In the past 8 years, CAP has only been called to assist once. With additional drone technology available today, most small scale aerial searches can largely be accomplished without the use of manned aircraft and the logistical issues they present.

LAMBO's bike patrol will likely prove more useful as they can cover ground on lengthy trails quickly and render first aid should someone get lost, wander off, or have a medical emergency on a trail where standard EMS and Law Enforcement vehicles cannot respond or need additional people power. These funds would cover LAMBO responding for search assistance if requested as well.

Therefore, we request the \$2,500 budgeted for event assistance go to the Lakeland Area Mountain Biking Organization for 2024.

Adam Ross, Asst. Chief

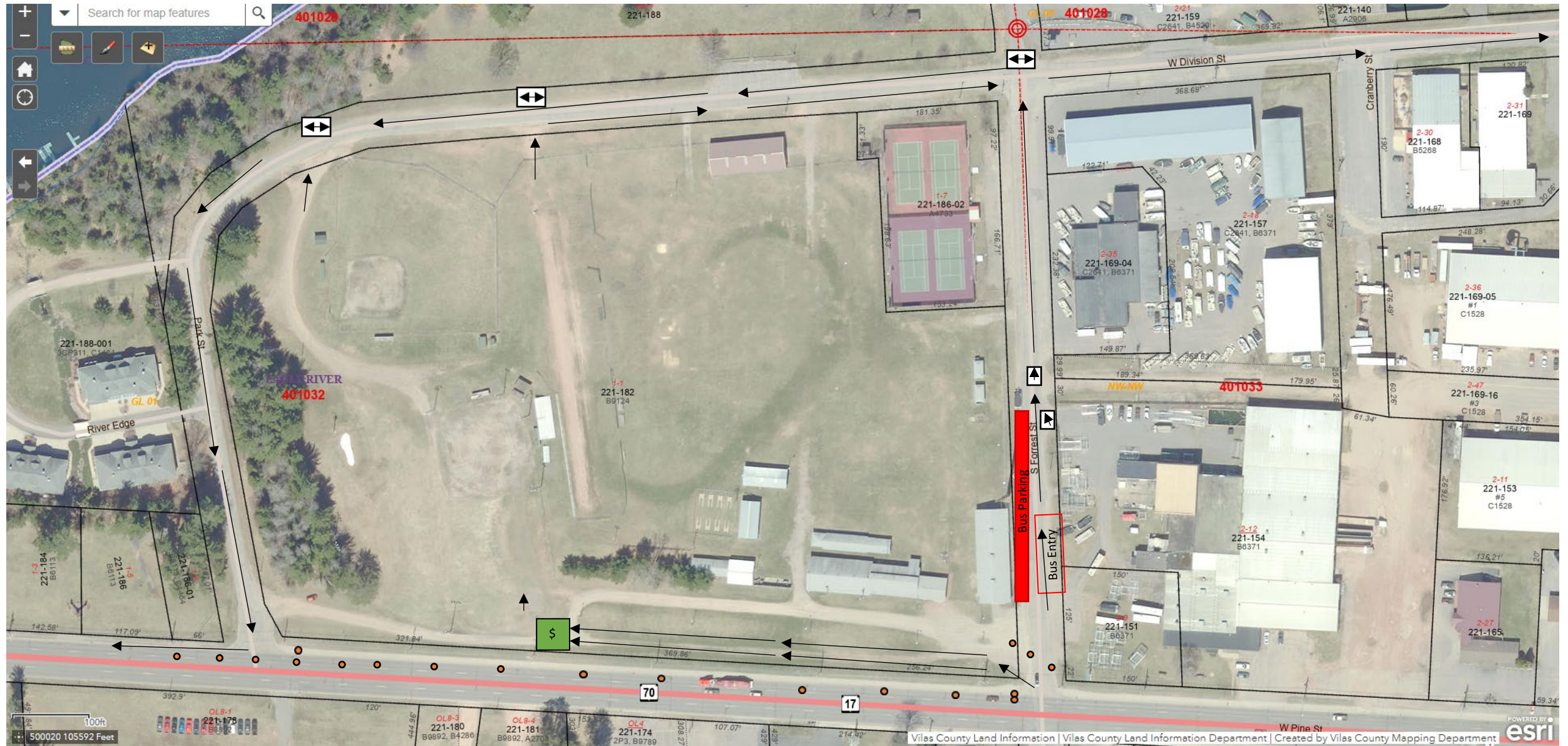
Christine Dobbs, Chief of Police



- Approximate Barricade Location

→ Traffic Flow

 Exit Sign





Patrick Schmidt, Chief Deputy
Gerard Ritter, Captain
William Weiss, Jail Admin

**VILAS COUNTY
SHERIFF'S OFFICE**
330 Court Street, Justice Center
Eagle River, WI 54521-8362

Joseph A. Fath
Sheriff
www.vilascountywi.gov

Tele: 715 479-4441
Fax: 715 479-6039

Friday, July 12, 2024

Michael Anderson
Eagle River Fire Department
820 E Pine Street
Eagle River, WI 54521

Mike, I want to thank you and your firemen for assisting with the recovery of a victim found off the Tara Lila Trails south of Eagle River on Wednesday July 10, 2024. This was a tragic incident.

Members Assisting:

Quentin Morrison	Troy Ernst	Kevin Hartman	Eric Thomas
Ken Allison	Mike McDonald	Greg Simac	Spencer Holmes
Jim Randell	Pat Crum	Robert Harsla	Steve Abrams

This was a team effort after a 2-day search. We appreciate your assistance.

Thank You

A handwritten signature in black ink, appearing to read "J. Fath", is written over the printed name.

Joseph A. Fath

Information Item Only



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

July 31, 2024

TO: Eagle River City Council

FROM: Robin Ginner

SUBJECT: Commission/Committee Assignments

Attached is a document detailing the current assignments for Commissions and Committees represented by individuals from the City Council. As you can see, Ron Kressin took up a substantial number of those appointments because he was retired and had more time to commit to attending meetings.

As it currently stands, this distribution is neither fair nor sustainable for one individual to handle such a load of Commission work. We need to make some changes.

Please review the list of Commissions and Committees so we can discuss changes at the upcoming City Council meeting on Thursday, August 15. The item will be on the agenda for further conversation. If you have any questions about any of the Commissions or Committees, please feel free to reach out to me for more clarification. Please bring your ideas and recommendations.

I appreciate your consideration on this issue!

Sincerely,

A handwritten signature in black ink that reads "Robin Ginner". The signature is written in a cursive style.

Robin Ginner
City Administrator

City Council Appointments to Committees and Commissions

	Mayor: Jeff	Ward 1: Diane	Ward 2: Jerry	Ward 3/4: Kim	Ward 5: Ron/Dan Dumas	Meeting frequency	
Commission/Committee Assignments							
Council President				x		---	
Finance Committee	Chair	x	x	x	x	monthly	
Public Works	Chair		x		x	only as needed	
Public Welfare		x		Chair	x	only as needed	
Citizen Participation	Chair			x		only as needed	
Planning Commission	Chair			x		monthly	
Joint Muni Fire Commission		x				quarterly	
Joint Ambulance Commission					x	1/year	
Light & Water Commission	Chair				x	monthly	
Room Tax Commission		x				quarterly	Robin: Secretary
Airport Commission			x			monthly	Brian Dominick: City Rep
Landfill Venture Group					x	2/year	# of Meetings Updated
River Trail Commission					x	quarterly+	Robin attends all meetings
Business Improvement District						1/year	Robin: Chair
ER Revitalization Program Board					x	monthly	
Joint Review Board					x	1/year	
Unified Lower ER Chain of Lakes Commission					x	3-4/year	
Walter E Olson Library Board						monthly	Kathy Patterson: City Rep
Total Appointments	5	4	3	5	10		

City Administrator's Report

August 2024

Submitted by Robin Ginner

Admin/General

We've had a couple of incidents in the past month. An individual, either residing at or visiting a house across the river from Trees For Tomorrow, was driving golf balls across the water and hitting the buildings and children's activities. I did report it to the police department, and I've also sent a letter to the homeowner asking them to stop and use the golf course across the street from their house instead.

There's been an ongoing issue with parking in the alley south of Wall Street between Railroad and Main Streets. Letters have been sent to all property owners requesting that if they do not have room on their own private property then they will need to park in the public parking lots. One individual fought it, but I showed him the ordinance prohibiting parking in alleys and sent him down to the PD. I haven't heard from him since.

I'm collaborating with Art Bahr from MSA on a planning grant that offers us priority on special financing for future projects up to 90%. The grant will also cover 90% of the cost of the planning throughout the city to help with future project prioritization with an emphasis on safety. The grant is due the end of August for planning to be done over two years in 2025-26, and if we utilize the project funding for the street work, we will have an additional three years to implement the project under that grant option. There is an information sheet in the Council packet regarding this program.

I had an interesting conversation with a local about the City's vision and offerings (or lack thereof from the individual's perspective) and what does/does not draw young families to want to settle here. The City does not have a strategic plan, and our comprehensive plan is very basic. I think both of these things need to be looked at more thoroughly. In the spirit of the above paragraph in regard to planning for future street improvements, it might be time for the City to look at a long-term vision for what we want our City to be in the next 5-10-20-plus years. Some of the items the person brought up included the sparse use of county fairgrounds and the potential sale of the parkland along the river – once that fairgrounds are gone, you'll never get it back. They also talked about the lack of a parks and recreation department to bring extracurricular activities to the city, the lack of the River Trail connecting us to the Heart of Vilas, etc. Our businesses offer a lot to our community, but they don't offer everything. There are amenities that make a City a Community. Yes, some of these things cost money – but it's an investment in the people who live here. Just wanted to share this individual's thoughts to spur some contemplation.

Historical District Designation

I went to the historical preservation district meeting on July 23rd. The Historic Preservation Review Board will meet on August 23rd to consider the Eagle River nomination. My understanding is the City has no recourse. We cannot object to the district even though it is inside the city limits and could have an impact on road/infrastructure work.

I thought I would share answers to questions that Steve Garbowicz sent with me to the meeting for clarification.

- Impact on zoning – No zoning ordinances need to be added or changed. Anything that restricts changes to buildings is optional at the building owner’s preference. See architectural codes section below. But the addition of the district has no impact on enforcement of our existing zoning, ordinances, or codes. They cannot forego, nor do they have any protection against, our zoning ordinances because of the historic designation. Regardless of the historic requirements, the building owners still need to adhere to our local zoning ordinances first.
- Impact on taxation – While property owners can receive tax credits for work to their buildings, those tax credits come from solely from State and Federal funds. There will be zero impact on our local taxes – our City is not responsible for funding those tax credits.
- Future of properties – Any changes to buildings or designations as a historical structure are the responsibility of, and at the prerogative of, the building owner. If the buildings sells, burns down, changes ownership or use, and the building owner no longer wants to adhere to the requirements of the historical preservation oversight, they are not obligated to do so. It may impact their status as a historical structure, but they are not prevented from doing what they want to their building. And the City has no obligation to oversee the historic designation or requirements. We are not involved in this at all.
- Architectural codes – Any historic architectural requirements for changes to the buildings would be layered on top of the City’s ordinances or the State building code, but the City is not obligated to police them.
- Impact on the City – There appears to be only one area where the City could be effected. If the City wishes to do road/infrastructure work within the district, we have an additional layer of compliance that we would need to submit to in order to make sure the work will not negatively impact the structures designated as historic. This would only apply if we were to use Federal Funding on the project (CDBG, USDA Rural Development, ARPA, etc). The City would be financially responsible for any added monitoring, testing or compliance to make sure the work wouldn’t impact the designated structure.

So I guess the synopsis is that this program will not put any additional requirements on the City (other than the noted compliance layer regarding road/infrastructure work). It will not impact us regarding taxation or zoning, and we are not required to police any of the architectural requirements that the Historical Preservation Office adds on top of our own zoning ordinances. The program will exist and be managed completely separate from the City – we are 100% hands-off – and it’s an optional add-on at the prerogative and expense of the property owner and the State/Federal government.

Departments/Committees/Commissions

Golf Course – On the evening of July 21st the golf course clubhouse was vandalized and sustained a significant amount of damage, including broken windows, damage to our outside cooler unit, damage to both drink carts, damage to siding/doors/light fixtures, and some damage to our restaurant proprietor’s equipment. It’s going to be a considerable dollar amount to be submitted to our insurance company. Detective Rossing spent a substantial amount of time at the golf course documenting the damage and putting together his report. The culprit has been arrested and Ryan is working on the charges.

We also experienced a mishap between a new green's employee mowing the range, and the range not being properly picked of golf balls. It resulted in the greens employee mowing over half of the range filled with balls and destroying a number of them. Kyle's department worked with Tony to get the range picked a couple times daily to keep it open to our golfers. New range balls have been delivered, and we're back on track. The mishap impacted the range for about a week.

We continue to have plumbing issues in the restaurant. I have one more potential solution lined up and we'll see if it's effective. If not, then I'm going to have to go back to the drawing board. Every time they try to run the dishwasher, the plumbing backs up into the kitchen. We've tried a number of solutions (and yes, the grease trap has been pumped), and I have one more to try. I've also been in touch with the electrician, and we're looking at getting the electricity re-worked and outlets replaced after the restaurant closes for the fall so we don't shut them down while the crew pulls everything apart.

The bid packet for the roof has been released and bids are due to me by the 30th of August. At the September meeting I hope to have a bid for approval. We've also been trying to contact Collins Excavating to get an estimate on the foundation support, which I'd like to get done ahead of the roofing.

Public Works – I want to give kudos to Jon and Rick for all their help with the vandalism at the golf course. They were on site on the 22nd and 23rd to help with boarding up windows, cleaning up glass and repairing what they could. They were quick and extremely helpful during this incident, and I want to make sure to officially recognize their efforts.

Moe has encountered some issues at the stump dump on Elm Drive. In particular, one individual is using the dump as his personal dumping ground as he clears his land for a new home. This is far beyond the standard "yard waste" from the Town of Lincoln that we're accepting for their Fire Wise program. Moe confronted him and was threatened with a lawsuit. I called Bill Hassey after this, and they've been in touch with the individual to put a stop to it. That said, the inclusion of Lincoln in dumping has had a significant impact on the sheer volume at the stump dump. Moe's looking to get a quote for a tub grinder to come out and grind up the debris.

See attached for DPW report on July activities.

Zoning/Planning – We have one – potentially two – housing developments coming to Eagle River! A group building 36 apartments at the corner of 45/70 on the south end of Wall Street is meeting with the Planning Commission at the August meeting for a change in zoning designation and to acquire the conditional use permit for a multi-family development and will return for the September meeting with the final plans for approval. These apartments will be market rate rental pricing. The second one is just in the beginning stages of discussions. It would be an "affordable housing" development (not section 8!) by a company who is building elsewhere in Vilas County and is interested in a second location. I've had one conversation with VCEDC on their behalf, and they'll be bringing the developer for a second meeting in mid-August. This is good news as the housing market remains tight.

In anticipation of this multi-family development, I'm working with MSA on a Developer's Agreement to spell out the responsibilities of the City versus the developer in regard to utility

connections, streets, etc. We will have that available ahead of the September Planning Commission meeting when they bring their final plans for approval.

We also have a waiver request for a property in the Tamarack Business Park for an extension on the one-year building requirement. An individual is interested in purchasing a lot from the pet crematory owner, to work toward establishing a garage to service the FedEx trucks. He would like confirmation of the waiver prior to purchasing the property. That request will also be heard by the Planning Commission at their August meeting with a recommendation to come to the Council at this month's meeting.

2024 Projects

Dog Park – I've been working with Greg Maines on surveying off two parcels for sale on Elm Drive. The draft maps will be provided to the Planning Commission, and with their recommendation, will be presented to the Council for approval. I would like to get them listed for sale before summer is out to give us an advantage on getting them sold.

Chip sealing – All of the crack and flex-patching have been completed. Fahner asked DPW to store the aggregate at the shop for the topcoat when they do the chip sealing. That should be done by the end of August.

D.P.W. July

1. Barricades & signs out for 4th of July Parade
2. Wash Equipment & Vehicles
3. Patch streets
4. PARADE Control
5. Fix Wood Fence at Railroad & River Street - CAR launched into River
6. Picked up Barricades, signs etc., from Parade
7. Swept streets
8. Put up No Glass signs in Riverview & Minnesota Park
9. Paint ONE way Arrows on Riverview PARK ST.
10. Replace yellow Handi-cap Pads at 2nd & Wall, Silver Lake Rd crosswalk
11. Slow children sign up at 323 Sherburn Street
12. Clean up glass under Bridge from CAR Accident
13. Pickup Dead Deer
14. Push up ELM stump Dump
15. Went To Woodruff (Pit-Lik Pit) Get load of Cold Patch
16. Removed Decorative sidewalk By Cemetery
17. PARKS
18. Met with Mike Sanborn & Jim Ayers about sewer & water Hookup
19. Paint PARKING spots
20. Put Hoses & cones out for PRAISE in the Pines at H.S.
21. cut Trees in Alley behind the Warehouse
22. Paper for Blood in Riverview PARK Mens Bathroom
23. No PARKING signs out for FARMER crack Patching

- 24 Golf Course Club House - Vandalism - Clean up
25. HORSES & CONES TO TREES FOR TOMORROW - Forest Fest
- 26 Grade Street by Nelson Ave & Road to Elm Stump Dump
27. Bathroom supplies to Parks, Depot, Square
- 28 Millings for sidewalk behind city Hall - Handi-Cap swing
- 29 Sewer Calls - 215 East Maple - Ran Main Line OK
234 7th St. - Ran Main Line OK
30. Locates
31. Golf Course Freezer Door - Repaired enough
To get it shut - need new hinges



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

FROM THE DESK OF CORY HOFFMANN, DEPUTY CLERK/TREASURER

JULY 2024 CITY COUNCIL MEETING REPORT

- Entering daily golf course sales in Workhorse, which includes producing a sales report from G1 and using that to enter the sales.
- Worked with G1 support to recommend different reports for the golf course to use to figure the amount of cash to be taken to the bank for daily sales.
- Having issues with checks being lost in the mail.....Republic Services was one of them. Have had to stop payment on checks and re-submit for June 18th mailing. Incredible Bank did waive the stop payment fees for this.
- Received an open records request that was also received by many clerks and treasurers in the state. The consensus was that it was a scam.
- Helped Becky with another open record request.
- Attended the annual Clerks and Treasurer's Institute through UW Green Bay July 15-19th.
- I was asked about a stipend for employees that would go on their spouse's health insurance instead of enrolling in ours. I did contact Kris at Vilas County on how they pay this out. I do have the information if the council recommends, we proceed with this.
- Completed 2nd quarter 2024 payroll reports.
- Still waiting for 2023 journal entries from the auditor to close that year and move on.
- June bank statements have been reconciled.
- Accounts payable check sent out weekly.
- Daily printing and distributing invoices to various departments for approval of payment.
- Tracking due to expenses and processing invoices to departments.
- Payroll processed every other week. More temp employees in summer with Lifeguards and seasonal golf course employees.
- Monthly Sales and PRAT Tax reports to the WI Dept of Revenue for golf course sales
- Processing personal property tax payments in the Vilas County Ascent Program that were due July 31st.

Clerks Report

July/August 2024

Elections: Absentee ballots continue to come in and get logged in WisVote for processing. In Person Absentee Voting started on July 30 and ended August 9. The special voting deputies visited the care facilities twice for this election period as not all residents were available the first time. I attended required election trainings and hosted a training for the City of Eagle River Chief Inspectors on August 7. My training to poll workers was heavy on election safety and security. Election administration continued through July and August for the August 13 election. The election is Tuesday August 13.

Liquor Licenses: We have one new Beer and Wine license application for Dirty Kidz Crew LLC, DBA Toad in the Hole, Beth Millin Agent. The notice has been published and the wait period is covered with the 9/1 application term date.

Operators Licenses: Not too many this month.

Permits/Licenses:

We have a request to reserve some parking for up to 150 motorcycles coming into the city on 8/17 for the charitable organization, Preslie Pay it Forward Toy Drive. They are scheduled to be here for a couple of hours, stopping by Grandmas Toybox and eating at LP's Pizza and Pasta. The event organizer is working with Chief Dobbs on logistics of reserving an area for that many bikes to park for a couple of hours on a Saturday in August.

Reminder that the second year of the Dynamic Innovations Recycling event is on August 24, 9-1:00PM at the Eagle River Elementary School.

We received a repeat application for Three Eagle Half Marathon and 5k with no changes from previous years.

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

Insurance: I have submitted a claim for the golf course clubhouse damage on July 21, one for liability at the restaurant and one for property loss. The claims specialists are working on how to proceed. The restaurant has made a claim with their own insurance carrier for their loss until Statewide completes their investigation.

Special Assessment Requests: I have processed four special assessment requests since the previous council meeting.

Department of Revenue Form Filing: The Expenditure Restraint Incentive Program Worksheet that was previously filed was flagged by the Department of Revenue due to TID debt/revenue reporting. Although this was completed and signed off on by both BAIRD and CLA with TID included, the DOR agent wanted it removed from the worksheet. Robin sat in on the phone conference with the State and we amended the filing with the DOR agent. Going forward, the TID fund will be entirely separate and should not be accounted for on the ERIP or Budget Summary.

Meetings: Following the July meetings, all licenses and permits were produced, mailed/emailed to the applicants. The Planning Commission, 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 August agenda. All Clerk supporting documents for the July 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 97.5% complete. The Assessor did not meet the original notice dates for anticipated July mailing to residents as the assessment roll was not complete. Associated Appraisals Assessor “Notices of changed assessment” were mailed on 8/6/2024 with information on Open Book (8/19 phone and 8/20 at City Hall) and Board of Review (9/5 at City Hall). The Board of Review date had to be rescheduled to meet revaluation publication requirement to September 5, 9-11AM. Examination of Assessment Roll/Open Book/Board of Review/Open Meeting notices were posted and published as statute requires. I have completed the BOR training and have forwarded the training to Kim. Diane and Dan will also be completing before the BOR two-hour meeting. This BOR training will be reported to the DOR before the first two-hour meeting.

I was able to manually start pulling the values out of the preliminary assessment roll for the BID numbers as the BID Board sets their budgeted special assessment rate based on values.

Until we get a completed Statement of Assessment filed with the State, Levy figures will also be held up.

I have contacted Greg Maines for completion of the airport hangar surveys again. He intends to work with Rob Hom yet to verify that the survey conforms to what the airport intended. Once this comes back to my desk, I can get the BFI's started for filing with the register of deeds and in turn get the start of the City generated tax bills for this year. My end of year is definitely filling up!

I continue to have problems with a couple room tax payers in the City and have charged late filing fees to encourage compliance.

Clerk Certification/Training: I attended the Clerks/Treasurers Institute the week of July 15 – 18. It was a heavy week of learning. I look forward to next year's session. I have the annual Clerks Conference in Madison on August 29 and 30.

City Hall: Summer is here, the toiletry orders for the city, golf course, and parks have been frequent. People continued to register their kids for swimming lessons right up to the day before the last session.

Becky J Bolte
Clerk – City of Eagle River