



PUBLIC MEETING NOTICE
WISCONSIN RAPIDS COMMON COUNCIL
TUESDAY, JULY 19, 2022
6:00 P.M.
CITY HALL COUNCIL CHAMBERS
AND VIA VIDEOCONFERENCE

Notice is hereby given of a meeting of the Wisconsin Rapids Common Council to be held in the Council Chambers at City Hall, 444 West Grand Avenue, and via remote videoconferencing on Tuesday, July 19, 2022, at 6:00 p.m. **The public may listen to the meeting by calling 1-312-626-6799, Access Code: 846 4479 1765.** The meeting will also be streamed LIVE on the City of Wisconsin Rapids Facebook page. This meeting is also available after its conclusion on the City's Facebook page and Community Media's YouTube page, which can be accessed at www.wr-cm.org.

Agenda

1. Call to Order
2. Roll Call
3. Pledge of Allegiance and Silent Prayer in Lieu of Invocation
4. Reading of the Minutes of the Previous Meeting held on June 21, 2022 (See Attachment #1)
5. Consider a Resolution Acknowledging Filing of Annual Reports and Compliance with Annual Meeting Requirement (See Attachment #2)
6. Consider for confirmation Mayor Blaser's Appointment to the Planning Commission (See Attachment #3)
7. Consider for Adoption the Actions of the Planning Commission at its meeting held on July 7, 2022:
 1. Approval of the report from the June 6th, 2022, Plan Commission meeting, and June 1st Public Meeting
 2. Vandewalle & Associates – Wisconsin Rapids Recovery & Redevelopment Plan Update
 3. **Dan Inc; Extraterritorial CSM:** request for Certified Survey Map approval for the creation of 3 lots, of which are under 5 acres, within the Town of Saratoga. The subject property is northwest of the intersection of State Highway 73 and Bainbridge Trail (County Parcel ID's 1800135, 1800135C, & 1800135D)
 4. **RC West, LLC CSM – 22-000531:** request for a Certified Survey Map approval to combine 2 lots at 1810 Spencer Street (Parcel ID's 3404578 & 3404579) and dedicate right-of-way on 18th Avenue South
 5. Review of Tourist Rooming House definition, supplemental standards, and conditional use permit process within the City of Wisconsin Rapids Zoning Code
 6. **Donald Garrison – 22-000298:** action on a request for a conditional use permit to operate a tourist rooming house at 465 Shady Lane (Parcel ID 3412824)
 7. **Rita Weiler – 22-000541:** public hearing and action on a request for a conditional use permit to operate a tourist rooming house at 351 Madison Street (Parcel ID 3408122-9)
 8. **Marshfield Clinic Health System (MCHS) – 22-000600:** request for a sign exception to increase the maximum number and the maximum height of ground signs at 440 24th Street South (Parcel ID 3410784)
 9. **Chad Wirl – 22-000643:** request for a site plan review to construct a building addition at 850 Rosecrans Street (Parcel ID 3401550)
 10. **City of Wisconsin Rapids: 22-000573:** public hearing and action on a request to Amend the Official Street Map of the City of Wisconsin Rapids
 11. **City of Wisconsin Rapids – 22-000398:** public hearing and action to amend Chapter 11-Zoning Ordinance, specifically regarding maximum building coverage for principal and accessory structures on lots in residential districts
 12. **City of Wisconsin Rapids – 22-000648:** public hearing and action on to amend Chapter 11-Zoning Ordinance, specifically to allow Temporary Residential Shelters as a permitted or conditional use within other residential or commercial districts.
 13. Adjourn
8. Consider for adoption the Actions of the Standing Committees of the Common Council, as Follows:

A. Finance and Property Committee meeting held on July 5, 2022:

1. Call to Order
2. Consider a request from the Fire Department to order the Chassis for their next Ambulance
3. Consider a request from the Fire Department to apply for the Wisconsin Flex Grant
4. Consider approval of proposals from the Park and Building Supervisor to provide and install (6) HVAC packaged rooftop units to replace the existing units on the Centralia Center rooftop
5. Consider a request from Drop In Again LLC, Tami Kasten, agent, for Retail Class "B" Fermented Malt Beverages and Retail "Class B" Intoxicating Liquor licenses for the premises located at 2963 State Hwy 73 South
6. Consider for approval the appointment of Geneva J. Rapp as successor agent for the Retail Class "A" Fermented Malt Beverages and Retail "Class A" Intoxicating Liquor licenses for Westside Express Mart, LLC, d/b/a Westside Express Mart for the premises located at 1040 West Grand Avenue
7. Consider for approval Temporary Retail Class "B" Fermented Malt Beverages Licenses for Central Wisconsin Cultural Center, Inc., 2651 Eighth Street South, for the following events:
 - a. Open Mic events to be held from 7:00 p.m. to 10:00 p.m. on the following Fridays: August 26, September 30, October 28, November 25, and December 30, 2022;
 - b. "The Scratchboard Art of Alex Hewitt and Pat Ruesch" Exhibit Opening Reception to be held from 5:30 p.m. to 7:30 p.m. on Thursday, September 22, 2022;
 - c. Holiday Gifts & Art Fair event to be held from 5:30 p.m. to 7:30 p.m. on Thursday, November 10, 2022;

and a Temporary Retail Class "B" Fermented Malt Beverages License and Temporary Retail "Class B" Wine License for an Art on Tap event to be held from 6:00 p.m. to 9:00 p.m. on Saturday, October 1, 2022

8. 2023 Budget Discussion

9. Audit of the Bills

10. Set next meeting date

11. In open session, the committee may vote to go into closed session under Section 19.85(1)(e) of the Wisconsin Statutes, which reads: "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session".

In closed session, the committee may discuss negotiations and strategy regarding redevelopment and possible purchase of the former Northern Steel Castings, Inc. foundry located at 330 9th Avenue South, Parcel ID: 3402599.

The Committee will adjourn in closed session.

B. Public Works Committee meeting held on July 14 2022:

1. Call to order
2. Review Engineering & Street Department Monthly Activity Report.
3. Review request from WRPS to add a mid-block crosswalk to 32nd St N at a pont 475' north of Franklin St for Washington School.
4. Review request from Town of Grand Rapids to participate in the repaving of Chestnut St from 23rd St S to 32nd St S.
5. Review the artwork proposal for the W Jackson St roundabout.
6. Review proposals for the Rail Feasibility Study.
7. Review and consider adding parking on the north side of Baker St between 5th St and 8th St.
8. Review referral list
9. Set Next Meeting Date
10. Adjourn

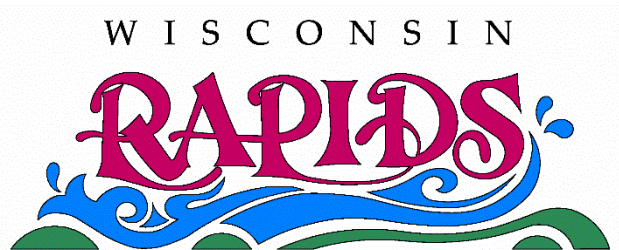
C. Human Resources Committee meeting held on July 12, 2022:

1. Call to order
2. HR Updates
 - a. CSS Police Chief update
 - b. Current Recruiting
3. Fire Department Presentation called Reducing Liability.

4. Adjournment.
- D. Committee of the Whole of the Common Council meeting held on July 14, 2022:**
 1. Call to Order
 2. Preliminary Discussion Regarding the 2023 Budget
 3. Adjournment
- 9. Reports of Other Committees, Commissions and Boards; Department Reports**
 - A. Water Works and Lighting Commission held June 8, 2022
 - B. South Wood County Airport Commission held June 9, 2022 and Monthly Summary for June 2022
 - C. Park and Recreation Commission held June 13, 2022
 - D. Police and Fire Commission held June 15, 2022
 - E. Department of Public Works Monthly Summary for June 2022
 - F. Engineering Department Monthly Summary for June 2022
 - G. Wastewater Treatment Commission Monthly Summary for June 2022
 - H. Wisconsin Rapids Fire Department Monthly Summary for June 2022
 - I. Wisconsin Rapids Police Department Monthly Summary for June 2022
 - J. Joint Review Board held July 14, 2022
- 10. Referrals to Committees**
- 11. Adjournment.**

Jennifer M. Gossick, City Clerk

The City of Wisconsin Rapids encourages participation from all its citizens. If participation at this meeting via audioconference is not possible due to a disability or other reasons, notification to the city clerk's office at least 24 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. Call the clerk at (715) 421-8200 to request accommodations.



Attachment #1

MINUTES

MEETING OF THE WISCONSIN RAPIDS COMMON COUNCIL

TUESDAY, JUNE 21, 2022

6:00 P.M.

A meeting of the Wisconsin Rapids Common Council was held in the Council Chambers at City Hall, 444 West Grand Avenue, and via remote videoconferencing on Tuesday, June 21, 2022, at 6:03 p.m. The public was invited to listen to the audio of the meeting. The meeting was also streamed LIVE on the City's Facebook page.

1. Call to Order

Mayor Blaser called the meeting to order at 6:03 p.m.

2. Roll Call

Roll call indicated that all alderpersons were present:

<u>Aldersperson</u>	<u>District</u>	<u>Present</u>	<u>Absent</u>
Ryan Austin	1	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dean Veneman	2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Matt Zacher	3	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tom Rayome	4	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sheri Evanson	5	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Polach	6	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Patrick J. Delaney	7	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jay Bemke	8	<input checked="" type="checkbox"/>	<input type="checkbox"/>

3. Pledge of Allegiance and Silent Prayer in Lieu of Invocation

Mayor Blaser requested that all present stand for the Pledge of Allegiance and a moment of silent prayer.

4. Reading of the Minutes of the Previous Meeting held on May 17, 2022

It was moved by Bemke, seconded by Austin to dispense with a reading and accept the minutes of the previous meeting. Motion carried, 8 ayes and 0 nays:

<u>Aldersperson</u>	<u>District</u>	<u>Motion/Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Ryan Austin	1	Second	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dean Veneman	2		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Matt Zacher	3		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tom Rayome	4		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sheri Evanson	5		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dennis Polach	6		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patrick J. Delaney	7		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jay Bemke	8	Motion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5. Consider for confirmation Mayor Blaser's Appointments to the Library Board

Mayor Blaser made the following appointments to the Library Board:

- A. Andrea Galvan, 409 Taylor Avenue, is reappointed as a regular member for a term expiring 7/1/2025.
- B. Elizabeth St. Myers, 1430 Lily Lane, is reappointed as a regular member for a term expiring 7/1/2025.

It was moved by Austin, seconded by Veneman to approve Mayor Blaser's appointments to the Library Board as presented. Motion carried, 8 ayes and 0 nays:

<u>Aldersperson</u>	<u>District</u>	<u>Motion/Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Ryan Austin	1	Motion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dean Veneman	2	Second	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Matt Zacher	3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tom Rayome	4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sheri Evanson	5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dennis Polach	6	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patrick J. Delaney	7	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jay Bemke	8	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. Consider for adoption an ordinance revising certain parking regulations in Section 27.13 of the Municipal Code, which were recommended to be approved by the Public Works Committee at its meeting in May 2022. It was moved by Evanson, seconded by Austin to approve an ordinance revising certain parking regulations in Section 27.13 of the Municipal Code, which were recommended to be approved by the Public Works Committee at its meeting in May 2022. Motion carried, 8 ayes and 0 nays. Ordinance No. MC 1317:

<u>Aldersperson</u>	<u>District</u>	<u>Motion/Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Ryan Austin	1	Second	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dean Veneman	2		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Matt Zacher	3		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tom Rayome	4		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sheri Evanson	5	Motion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dennis Polach	6		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patrick J. Delaney	7		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jay Bemke	8		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7. Consider for Adoption the Actions of the Planning Commission at its meeting held on June 6, 2022:

Date of Meeting: June 6, 2022

Reported to Council: June 21, 2022

The Planning Commission met at 4:00 p.m. on June 6, 2022 in the City of Wisconsin Rapids Council Chambers, 444 West Grand Avenue, and via remote audioconferencing. Members present included Chairperson Shane Blaser, Eric Daven, Ben Goodreau, and Susan Feith. Lee Thao was excused; Ryan Austin was absent. Also in attendance were Community Development Director Kyle Kearns, Associate Planner Carrie Edmondson, Aldersperson Dennis Polach, Colleen Abbott, Lois Mocadlo, David and Deb Kuschel, Edward Hasenohrl, Pete Augustyniak, Jan and Jerry Oleson, Bob and Debbie Beyer, Paul and Pam Kubisiak, David Baehr, Shawn and Sara Lewis, Leo Dewitt, Shane Ruesch, Shawn Becker, Reuben Van Tassel, Quentin Ellis, Jason Gruenberg, Tim Norland, Phil Kolman, and Kurt Berner. Attending via Zoom were Don Nummerdor, Tom Richards, Ryan Wilgreen, Jerry Wick, Don Mega, Don Garrison, Sue S. and two unidentified participants. The meeting was called to order at 4:02 p.m.

1. Approval of the report from the May 2nd and May 10th, 2022 Plan Commission meeting.

Aldersperson Dennis Polach noted that he had not been listed in the meeting minutes as a participant in the May 2nd Plan Commission meeting.

Motion by Feith to approve the reports from the May 2nd and May 10th, 2022 Plan Commission meeting; second by Goodreau. Motion carried (4 – 0)

2. Vandewalle & Associates – Wisconsin Rapids Recovery & Redevelopment Plan Update

Kyle Kearns gave a reminder for an upcoming symposium being led by the consultants to discuss the future. The date is not yet determined but will likely occur at the end of June or early July. This meeting will be open to the public. Additionally, the consultant is on pace to complete the plan by the end of the summer.

3. **Michael Flory – 22-000418:** request for a Certified Survey Map to combine 2 lots at 1810-1820 Apricot Street (Parcel ID 3405112 & 3405111), and dedicate right-of-way on Apricot Street

Kyle Kearns noted that agenda items 3, 4 and 5 were before the Plan Commission due to the dedication of right-of-way. Staff recommends approval

Motion by Daven to approve 22-000418, the request for a Certified Survey Map to combine 2 lots at 1810-1820 Apricot Street (Parcel ID 3405112 & 3405111) and dedicate right-of-way on Apricot Street as presented; second by Goodreau. Motion carried (4 – 0)

4. **Todd Bloyd – 22-000490:** request for a Certified Survey Map to create 2 lots at 2934 State Highway 73 (Parcel ID 3400836), and dedicate right-of-way on State Highway 73

Kyle Kearns provided background information on the property and the previous request for a conditional use permit. Staff recommended approval of 22-000490.

Motion by Goodreau to approve 22-000490, a request for a Certified Survey Map to create 2 lots at 2934 State Highway 73 (Parcel ID 3400836) and dedicate right-of-way on State Highway 73; second by Daven. Motion carried (4 – 0)

5. **Excel Engineering – 22-000503:** request for a Certified Survey Map to create 2 lots at 1100 E Riverview Expressway (Parcel ID 3411796), and dedicate right-of-way on East Riverview Expressway. Mr. Kearns provided a summary of the request and confirmed that a shared access agreement exists for Lot 2, CSM 8722. Staff recommended approval of 22-000503.

Motion by Goodreau to approve 22-000503, the request for a Certified Survey Map to create 2 lots at 1100 E Riverview Expressway (Parcel ID 3411796) and dedicate right-of-way on East Riverview Expressway; second by Feith. Motion carried (4 – 0)

6. **Central Wisconsin Cultural Center – 22-000381:** request for a site plan review to construct an accessory building at 2651 8th Street South (Parcel ID 3412629)

Carrie Edmondson provided a synopsis of 22-000381. Staff recommended approval with the conditions outlined in the staff report.

Motion by Blaser to approve 22-000381, a request for a site plan review to construct an accessory building at 2651 8th Street South (Parcel ID 3412629), subject to the following conditions:

- a. Light from the business shall not exceed 0.2 foot-candles at neighboring commercial property lines or 0.1 foot-candles at neighboring residential property lines.
- b. Applicable permits through the City shall be obtained
- c. Community Development staff shall have the authority to approve minor modifications to the plans.

Second by Feith. Motion carried (4 – 0)

7. **Theresa Cashman, Out of the Box Coffee House – 22-000495:** request for a site plan review to construct an accessory structure at 3820 8th Street South (Parcel ID 3413806)

Commissioner Feith had noted an error in the Findings of Fact portion of the staff report. Carrie Edmondson provided background information about the property, giving a summary of the request, and recommending approval with the conditions. Mr. Kearns informed the Plan Commission that a temporary 60-day occupancy was granted for the recent addition, with the condition that landscaping, building and refuse container requirements be met. Member Feith noted that a storage container was already installed on the site and asked about the need for electricity in the unit, to which Kyle Kearns responded. Commissioner Daven had questions about the service door and window on the east side and Commissioner Goodreau inquired about the foundation; Mr. Kearns replied.

Motion by Daven to approve 22-000495, a request for a site plan review to construct an accessory structure at 3820 8th Street South (Parcel ID 3413806), subject to the following conditions:

- a. The accessory building shall be painted similar in color to the principal building
- b. A service door and window shall be added to the east façade of the accessory building
- c. Trim features shall be incorporated into the design of the accessory building, such as a roof cornice or corner edge trim
- d. The accessory building shall be placed on a stable foundation and anchored appropriately, to be approved by the Community Development Department.
- e. The applicant shall submit a rendering showing the architectural features of the accessory building, to be reviewed and approved by the Community Development Department.
- f. Applicable permits through the City shall be obtained.
- g. Community Development staff shall have the authority to approve minor modifications to the plans.

Second by Blaser. Motion carried (3 – 1; member Feith voting against)

8. **PH Wisconsin Rapids LLC – 22-000515:** request for a sign exception to replace the cabinet of a nonconforming freestanding sign for the Qdoba Restaurant at 1821 8th Street South (Parcel ID 3411790)

Carrie Edmondson provided a summary of the request and noted staff recommended denial as the proposed sign does not comply with the current City's Sign Code.

Commissioner Feith had a question about which part of the setback violated the ordinance, to which Carrie Edmondson and Kyle Kearns replied. Mr. Kearns also responded to Chairperson Blaser's inquiry about refacing of the existing sign, other sign options, and whether a drive-through existed on the property.

Commissioner Daven and Goodreau had further questions about setbacks and pavement on the property, as well as, whether the applicant planned on having the property surveyed. The Commission agreed that limited options existed on site for freestanding signage.

Attachment #1

Motion by Feith to approve 22-000515, a request for a sign exception to replace the cabinet of a nonconforming freestanding sign for the Qdoba Restaurant at 1821 8th Street South (Parcel ID 3411790); second by Blaser. Motion carried (4 – 0)

9. **Donald Garrison – 22-000298:** Public hearing and action on a request for a conditional use permit to operate a tourist rooming house at 465 Shady Lane (Parcel ID 3412824)

Carrie Edmondson provided a synopsis of 22-000298. Approval was recommended with the conditions outlined in the staff report.

A letter received in Community Development was provided to Plan Commission members; the sender was opposed to the request. (attached)

Public hearing opened at 4:42 p.m.

Speaking against:

Mr. and Mrs. Paul Kubisiak of 459 Shady Lane
Pete Augustyniak of 464 Glenwood Heights
Edward Hasenohrl of 444 Glenwood Heights
Mr. and Mrs. Robert Beyer of 464 Shady Lane
Jan and Jerry Oleson of 454 Glenwood Heights

Speaking in favor:

Don Garrison (applicant) and his mother

Public hearing closed at 4:45 p.m.

Commissioner Feith asked the applicant about the terms for the length of stay for guests and member Blaser asked him how the property would be advertised, to which Don Garrison responded. Chairperon Blaser asked how the request differed from a single-family rental to which Mr. Kearns clarified. Commissioner Goodreau inquired about the current number of tourist rooming houses in the City and indicated that the tourist rooming houses in his neighborhood have not caused any problems to his knowledge. Commissioner Feith asked the objectors if any of them had changed their minds about the proposal given the information provided by the applicant or from discussions in the meeting.

Jan Oleson asked if the conditional use permit would stay with the property if it were sold, to which Kyle Kearns and Carrie Edmondson confirmed. Additional information was added by Staff regarding the City's ability to regulate tourist rooming houses. Commissioner Daven asked if there could be a review of the property after a specified period of time to which Kyle Kearns responded. Commissioner Goodreau spoke about the economic impact of these types of properties and indicated that he was in favor of the proposal. Motion by Goodreau to approve 22-000298, request for a conditional use permit to operate a tourist rooming house at 465 Shady Lane (Parcel ID 3412824), subject to the following conditions:

- a. No more than six guests total shall be permitted at any given time.
- b. The establishment shall have a current license, as required by the Wisconsin Department of Health Services, Wisconsin Administrative Code Chapter 195.
- c. The applicable permit must be displayed in a conspicuous location.
- d. The owner shall register with the Clerk's and/or Treasurer's office and shall pay room tax as required.
- e. An accurate register of guest names shall be maintained for a guest history of no less than one year.
- f. An agent who resides within 5 miles of the City must be named as a primary point of contact.
- g. Prior to establishment, the City Inspector shall confirm that the dwelling meets all building code requirements.

Second by Daven. Motion failed (2 – 2; members Feith and Blaser voting against).

Final action will be taken by the Common Council at their next meeting.

10. **David Zielke – 22-000440:** Public hearing and action on a request for a conditional use permit to operate a vehicle repair shop at 2200-2240 8th Street South (Parcel ID 3412139)

Carrie Edmondson provided a summary of 22-000440. Approval was recommended with the conditions outlined in the staff report.

Public hearing opened at 5:01 p.m.

Speaking against:

none

Speaking in favor:

David Baehr of 2616 Happy Valley Rd, representing the applicant

Public hearing closed at 5:04 p.m.

David Kuschel of 2251 6th Street South had questions about fencing, vehicle storage, zoning and long-term plans, to which Carrie Edmondson responded and David Baehr responded.

Attachment #1

Motion by Goodreau to approve 22-000440, action on a request for a conditional use permit to operate a vehicle repair shop at 2200-2240 8th Street South (Parcel ID 3412139), subject to the following conditions:

- a. No more than 15 vehicles shall be stored out-of-doors overnight.
- b. Parts and equipment associated with the use shall be stored in-doors or within a fully screened area.
- c. Overnight vehicles must be screened from public view from 8th Street South with fencing to be approved by the Community Development Department.
- d. Motor vehicles shall not be serviced or repaired outside of the principal structure.
- e. All designated parking must be striped to meet current dimensional standards.
- f. Applicable building permits though the City shall be obtained.
- g. The Community Development Department shall have the authority to approve minor modifications to the plans.

Second by Feith. Motion carried (4 – 0) **Resolution No. 18 (2022)**

11. County of Wood – 22-000423: Public Hearing and action on a request for a Planned Development District for the County Campus and the construction of a Public Safety Facility at 400 Market Street (Parcel ID's 3407750, 3407748, 3407751)

Kyle Kearns provided a summary of 22-000423. Approval was recommended with the conditions indicated in the staff report, and a condition for a certified survey map to be submitted to combine lots and dedicate the appropriate right-of-way, as identified on the official street map, with minor related plan changes to be approved by staff.

Public hearing opened at 5:13 p.m.

Speaking against: none

Speaking in favor: none

Public hearing closed at 5:14 p.m.

Mr. Kearns shared that an e-mail was received from Emily Kent of 231 5th Street North, who is opposed to the proposal (attached).

Jason Gruenberg, Director of Wood County Planning and Zoning and Reuben Van Tassel, Facilities Manager for Wood County, and Kurt Berner for the Samuels Group introduced themselves and provided more information about the project. Commissioner Feith asked the applicant how parking could be accommodated on the property and about truck traffic on Jackson Street, to which Mr. Gruenberg responded. Director Gruenberg also responded to Mr. Daven's concerns regarding parking, building height and a stormwater catch basin. Mr. Gruenberg, Mr. Berner and Mr. Kearns further commented on the proposed height of the building. Discussions continued between commissioners and the applicants regarding parking, right-of-way, building security, setbacks, building height and other design aspects of the building.

Motion by Blaser to approve 22-000423, a request for a Planned Development District for the County Campus and the construction of a Public Safety Facility at 400 Market Street (Parcel ID's 3407750, 3407748, 3407751), including the precise implementation plan, and deviations, subject to the following conditions:

- a. This approval includes both the General Development Plan for the overall district and Precise Implementation Plan for the County Campus and Public Safety Facility.
- b. A certified survey map shall be submitted to combine lots and dedicate the appropriate right-of-way as identified on the official street map with any associated changes to the Precise Implementation Plan to be reviewed and approved by the Community Development Department as it relates to proposed site improvements effected by the dedication, such as parking and landscaping.
- c. Minor or major alterations to the Precise Implementation Plan shall be pursuant to Section 11.05.36 of the Zoning Ordinance.
- d. A lighting plan shall be submitted for review and approved by the Community Development Department. Cut-off fixtures shall be used where applicable. Page 93 of 144 Page 2 of 9
- e. Accurate impervious surface calculations shall be submitted for the proposed development, to be reviewed and approved by the Community Development Department.
- f. Exact setbacks for the building and parking lots shall be provided, to be reviewed and approved by the Community Development Department.
- g. The Planned Development District shall be developed in accordance with the applicable I-1, Institutional District regulations with the following exceptions and modifications: see page 8-9 of memo.
- h. Applicable building permits though the City shall be obtained.

Attachment #1

- i. Community Development staff shall have the authority to approve minor modifications to the plans, such as changes to landscape species, which would not constitute an alteration.

Second by Daven. Motion carried (4 – 0)

12. City of Wisconsin Rapids – 22-000398: Public hearing and action on a request to amend Chapter 11-Zoning Ordinance, specifically regarding garage requirements for two-family dwellings, twinhomes, townhouses, and multi-family 2 units

Carrie Edmondson provided a summary of 22-000398: approval recommended.

Public hearing opened at 5:51 p.m.

Speaking against: none

Speaking in favor: none

Public hearing closed at 5:52 p.m.

Shane Ruesch provided his perspective on the Zoning Ordinance amendment, and Kyle Kearns shared his reasonings for supporting the amendment.

Motion by Daven to approve the request to amend Chapter 11-Zoning Ordinance, specifically regarding garage requirements for two-family dwellings, twinhomes, townhouses, and multi-family 2 units; second by Goodreau. Motion carried (4 – 0) **Ordinance No. MC 1318**

13. Adjourn

Motion by Goodreau to adjourn the meeting; second by Daven. Motion carried (4 – 0)

Meeting adjourned at 5:57 p.m.

Bemke requested that item #9 be held out for separate vote; Rayome requested that item #11 be held out for separate vote; Delaney requested that item #12 be held out for separate vote.

It was moved by Bemke, seconded by Zacher to approve and adopt the balance of the report, holding out items #9, #11 and #12. Motion carried, 8 ayes and 0 nays:

<u>Aldersperson</u>	<u>District</u>	<u>Motion/Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Ryan Austin	1		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dean Veneman	2		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Matt Zacher	3	Second	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tom Rayome	4		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sheri Evanson	5		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dennis Polach	6		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patrick J. Delaney	7		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jay Bemke	8	Motion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Regarding item #9, it was moved by Bemke, seconded by Veneman to send this item back to the Planning Commission for further consideration. Bemke made a referral to the Legislative Committee to review the Tourist Rooming House Ordinance. Motion carried, 7 ayes and 1 nay:

<u>Aldersperson</u>	<u>District</u>	<u>Motion/Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Ryan Austin	1		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dean Veneman	2	Second	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Matt Zacher	3		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tom Rayome	4		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sheri Evanson	5		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dennis Polach	6		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patrick J. Delaney	7		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jay Bemke	8	Motion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Regarding item #11, it was moved by Austin, seconded by Evanson to approve this item as presented. Motion carried, 7 ayes and 1 nay. Ordinance No. MC 1319

<u>Aldersperson</u>	<u>District</u>	<u>Motion/Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Ryan Austin	1	Motion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dean Veneman	2		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Matt Zacher	3		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tom Rayome	4		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Sheri Evanson	5	Second	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dennis Polach	6		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patrick J. Delaney	7		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jay Bemke	8		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Regarding item #12, it was moved by Evanson, seconded by Veneman to approve this item as presented.
Motion carried, 8 ayes and 0 nays:

<u>Aldersperson</u>	<u>District</u>	<u>Motion/Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Ryan Austin	1		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dean Veneman	2	Second	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Matt Zacher	3		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tom Rayome	4		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sheri Evanson	5	Motion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dennis Polach	6		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patrick J. Delaney	7		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jay Bemke	8		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8. Consider for Adoption the Actions of the Standing Committees of the Common Council, as Follows:

A. REPORT OF THE FINANCE AND PROPERTY COMMITTEE MEETING HELD ON JUNE 7, 2022:

Matt Zacher, Chairperson

Dean Veneman, Secretary

Jay Bemke

Date of Meeting: June 7, 2022

Reported to Council: June 21, 2022

The Finance and Property Committee met at 5:03 p.m. on Tuesday, June 7, 2022, in the Council Chambers at City Hall. All members of the Finance and Property Committee were present. Also in attendance were Aldersperson Polach, Mayor Blaser, Paul Vollert, Tyler Mickelson, Jennifer Gossick, and Tim Desorcy. A list of others in attendance is on file in the Clerk's office.

1. Call to Order

Chairperson Zacher called the meeting to order at 5:03 p.m.

2. Review and approve estimate to purchase a Pavi-Jet MG7, Skid steer asphalt paver attachment
It was moved by Bemke, seconded by Veneman to approve the purchase of a Pavi-Jet MG7, Skid steer asphalt paver attachment at a price not to exceed \$25,000. Motion carried, 3-0.

3. Discuss and take action on a procedure on fleet purchases

It was moved by Bemke, seconded by Zacher to approve the purchase of up to 4 pickup trucks as specified, and up to 2 multi-axle trucks as specified at a cost to be determined at the time of purchase. Motion carried, 3-0.

4. Consider for approval a Taxicab License Renewal Application from Randy Weyaus for Gotta Go Taxi LLC

It was moved by Veneman, seconded by Bemke to approve a Taxicab License Renewal Application from Randy Weyaus for Gotta Go Taxi LLC, contingent on submission of a vehicle inspection report and approval by the Police Department. Motion carried, 3-0.

5. Consider a Resolution to reimburse Wood County for the actual cost of purchasing two ES&S ExpressVotes at an estimated cost per unit as spelled out on the attached Intergovernmental Agreement

It was moved by Veneman, seconded by Zacher to approve a Resolution to reimburse Wood County for the actual cost of purchasing two ES&S ExpressVotes at an estimated cost per unit as spelled out on the attached Intergovernmental Agreement. Motion carried, 3-0. **Resolution No. 19 (2022)**

6. Consider approval of the 2022-2023 "Class A" liquor, Class "A" beer, "Class B" liquor, Class "B" beer, and "Class C" wine alcohol licenses; consider sending notices of nonrenewal or denial for those licensees who are not qualified to hold a license because of delinquencies or other disqualifications and other reasons for non-renewal

It was moved by Zacher, seconded by Veneman to approve the 2022-2023 "Class A" liquor, Class "A" beer, "Class B" liquor, Class "B" beer, and "Class C" wine alcohol licenses, and send notices of nonrenewal or denial for those licensees who are not qualified to hold a license because of delinquencies or other disqualifications and other reasons for non-renewal. Motion carried, 3-0.

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7. Consider for approval a Temporary Retail Class “B” Fermented Malt Beverages License and Temporary Retail “Class B” Wine License for Central Wisconsin Cultural Center, Inc., 2651 Eighth Street South, for a Live Music on the Patio event to be held on Friday, July 8, 2022 from 6:00 p.m. to 9:00 p.m.

It was moved by Bemke, seconded by Zacher to approve a Temporary Retail Class “B” Fermented Malt Beverages License and Temporary Retail “Class B” Wine License for Central Wisconsin Cultural Center, Inc., 2651 Eighth Street South, for a Live Music on the Patio event to be held on Friday, July 8, 2022 from 6:00 p.m. to 9:00 p.m. Motion carried, 3-0.

8. Consider for approval a Temporary Retail Class “B” Fermented Malt Beverages License for Central Wisconsin Cultural Center, Inc., 2651 Eighth Street South, for a Garden Art Exhibit event to be held on Thursday, July 14, 2022 from 5:30 p.m. to 7:30 p.m.

It was moved by Zacher, seconded by Bemke to approve a Temporary Retail Class “B” Fermented Malt Beverages License for Central Wisconsin Cultural Center, Inc., 2651 Eighth Street South, for a Garden Art Exhibit event to be held on Thursday, July 14, 2022 from 5:30 p.m. to 7:30 p.m. Motion carried, 3-0.

9. Consider for approval a Temporary Retail Class “B” Fermented Malt Beverages License for Central Wisconsin Cultural Center, Inc., 2651 Eighth Street South, for an Open Mic event to be held on Friday, July 29, 2022 from 7:00 p.m. to 10:00 p.m.

It was moved by Bemke, seconded by Veneman to approve a Temporary Retail Class “B” Fermented Malt Beverages License for Central Wisconsin Cultural Center, Inc., 2651 Eighth Street South, for an Open Mic event to be held on Friday, July 29, 2022 from 7:00 p.m. to 10:00 p.m. Motion carried, 3-0.

10. Consider for approval a special event application, street closure request, and Temporary Retail Class “B” Fermented Malt Beverages license application for Heart of Wisconsin Chamber of Commerce, Inc., 1120 Lincoln Street, for an outdoor Off the Clock event to be held on Wednesday, July 13, 2022 from 4:00 p.m. to 6:00 p.m. at ShopMaster, located at 850 Rosecrans Street

It was moved by Zacher, seconded by Bemke to approve a special event application, street closure request, and Temporary Retail Class “B” Fermented Malt Beverages license application for Heart of Wisconsin Chamber of Commerce, Inc., 1120 Lincoln Street, for an outdoor Off the Clock event to be held on Wednesday, July 13, 2022 from 4:00 p.m. to 6:00 p.m. at ShopMaster, located at 850 Rosecrans Street. Motion carried, 3-0.

11. Consider a request from Johnny’s, LLC d/b/a Johnny’s Bar, Josh Vetrone, agent, to temporarily extend the alcohol license premises located at 2610 8th Street South, to include an outdoor area as shown on the attached map, on Friday, July 22 and Saturday, July 23, 2022 from 6:00 p.m. to 2:00 a.m., and for a noise variance for an indoor DJ until 1:00 a.m. on both nights

It was moved by Bemke, seconded by Veneman to approve a request from Johnny’s, LLC d/b/a Johnny’s Bar, Josh Vetrone, agent, to temporarily extend the alcohol license premises located at 2610 8th Street South, to include an outdoor area as shown on the attached map, on Friday, July 22 and Saturday, July 23, 2022 from 6:00 p.m. to 2:00 a.m., and for a noise variance for an indoor DJ until 1:00 a.m. on both nights. Motion carried, 3-0.

12. Consider for approval the appointment of Gerald Jackie Velasquez as successor agent for the Retail Class “B” Fermented Malt Beverages and “Class B” Intoxicating Liquor licenses for Headquarters Bar of Wisconsin Rapids Inc., d/b/a Headquarters Bar for the premises located at 140 2nd Street North.

This item was considered with items 13 and 14.

13. Consider for approval the appointment of Rhonda Ann Urlaub as successor agent for the Retail Class “A” Fermented Malt Beverages and “Class A” Intoxicating Liquor licenses for GPM Southeast, LLC, d/b/a Bread & Butter Shop #4532 for the premises located at 2130 8th Street South

This item was considered with items 12 and 14.

14. Consider for approval the appointment of Rhonda Ann Urlaub as successor agent for the Retail Class “A” Fermented Malt Beverages and “Class A” Intoxicating Liquor licenses for GPM Southeast, LLC, d/b/a Bread & Butter Shop #4533 for the premises located at 1740 17th Avenue South

It was moved by Veneman, seconded by Zacher to approve items 12, 13, and 14 as presented. Motion carried, 3-0.

15. Consider closing the following streets and suspending the open container ordinance for these streets and adjoining sidewalks, for the City’s 2022 4th of July Event from 3:00 p.m. to 11:59 p.m. on Monday, July 4, 2022 or the July 4th Fireworks rain date:

2nd Street from East Jackson Street to Mead Street;

Mead, Locust, Witter, Pine, Walnut, Maple, and Birch Streets from 2nd Street South to 3rd Street South;

Oak Street from 2nd Street North to 3rd Street North;

Attachment #1

1st Street North from East Jackson Street to 2nd Street North;
Grand Avenue from 3rd Street to 3rd Avenue;
1st Avenue South from West Grand Avenue to Chase Street;
Johnson and Goggin Streets from 1st Avenue South to 3rd Avenue South;
2nd Avenue South from West Grand Avenue to Johnson Street

It was moved by Bemke, seconded by Zacher to approve the street closings and suspension of the open container ordinance for the streets and adjoining sidewalks for the City's 2022 4th of July Event from 3:00 p.m. to 11:59 p.m. on Monday, July 4, 2022 or the July 4th Fireworks rain date as presented. Motion carried, 3-0.

16. Consider a recommendation from Statewide Services to deny a claim from Waste Management for alleged damages to their building by a City-owned truck on 09/08/2021

It was moved by Zacher, seconded by Veneman to deny a claim from Waste Management for alleged damages to their building by a City-owned truck on 09/08/2021. Motion carried, 3-0.

17. 2023 Budget Discussion

Finance Director Desorcy presented an update on the 2023 Budget projection. No action was taken.

18. Audit of the Bills

It was moved by Bemke, seconded by Zacher to approve check numbers 12768 to 13148. Motion carried, 3-0.

19. Set next meeting date

The next regular Committee meeting will be on Tuesday, July 5, 2022 at 5:00 p.m.

20. Adjourn.

It was moved by Veneman, seconded by Zacher to adjourn. Motion carried 3-0. The meeting adjourned at 6:20 p.m.

It was moved by Veneman, seconded by Bemke to approve and adopt the actions of the Committee. Motion carried, 8 ayes and 0 nays:

<u>Aldersperson</u>	<u>District</u>	<u>Motion/Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Ryan Austin	1		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dean Veneman	2	Motion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Matt Zacher	3		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tom Rayome	4		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sheri Evanson	5		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dennis Polach	6		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patrick J. Delaney	7		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jay Bemke	8	Second	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. REPORT OF THE PUBLIC WORKS COMMITTEE MEETING HELD ON JUNE 2, 2022:

Ryan Austin, Chairperson Sheri Evanson, Secretary Dennis Polach

Date of Meeting: June 2, 2022

Reported to Council: June 21, 2022

The Public Works Committee met on Thursday, June 2nd, 2022 in the Council Chambers at City Hall and via remote videoconference. Ryan Austin and Dennis Polach were in attendance. Others attending are on file in the Clerk's office.

1. Call to order

The meeting was called to order at 5:13 PM.

2. Review Engineering & Street Department Monthly Activity Report.

Reports were reviewed.

3. Review the Recycling Cooperative Agreement between the City of Wisconsin Rapids and neighboring communities in regards to the operations of the City compost sites.

Recycling Cooperative Agreement was reviewed.

4. Review the 2021 Sidewalk Maintenance Summary.

The Safe Step 2021 Sidewalk Maintenance Summary and 2022 Sidewalk Repair Proposal reports were reviewed.

5. Review referral list.

No items to update.

6. Set next meeting date.

Attachment #1

Next meeting date/time was set for Tuesday, June 21st at 4:30, assuming that Alderperson Sheri Evanson will be able to attend.

7. Adjourn

Motion by Polach, second by Austin to adjourn at 5:36 pm. Motion carried (2-0).

It was moved by Zacher, seconded by Bemke to approve and adopt the actions of the Committee. Motion carried, 8 ayes and 0 nays:

<u>Alderperson</u>	<u>District</u>	<u>Motion/Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Ryan Austin	1	Motion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dean Veneman	2		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Matt Zacher	3		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tom Rayome	4		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sheri Evanson	5		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dennis Polach	6	Second	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patrick J. Delaney	7		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jay Bemke	8		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C. REPORT OF THE PUBLIC WORKS COMMITTEE MEETING HELD ON JUNE 21, 2022:

Ryan Austin, Chairperson

Sheri Evanson, Secretary

Dennis Polach

Date of Meeting: June 21, 2022

Reported to Council: June 21, 2022

The Public Works Committee met on Tuesday, June 21st, 2022 in the Council Chambers at City Hall and via remote videoconference. Ryan Austin, Sheri Evanson and Dennis Polach were in attendance. Others attending are on file in the Clerk's office.

1. Call to order

The meeting was called to order at 4:45 PM.

2. Review the bid results for the West Riverview Expressway Traffic Signal Improvement project and consider awarding the contract to the low, qualified bidder.

There were no bids received at the bid opening on June 17th, 2022 at 9am. Considerations will be given to rebidding in the future.

3. Review and approve the conditions for a street privilege permit for Mead Witter Foundation, Inc.

Motion by Polach, second by Austin to amend the conditions as follows:

a. To remove the payment of potential future liabilities due to the installation valued at \$13,055.

b. Remove requirement of the Mead Witter Foundation to file with Diggers Hotline and to mark the private utility

Motion carried (3-0).

4. Review referral list.

The referral list was reviewed with Alderperson Evanson referring: Review and consider parking on the north side of Baker St between 5th St N and 8th St N.

5. Set next meeting date.

Next meeting date/time was set for Thursday, July 14th, 2022 at 4pm.

6. Adjourn

Motion by Austin, second by Evanson to adjourn at 5:17 pm. Motion carried (3-0)..

Rayome requested that item #3 be held out for separate vote. It was moved by Veneman, seconded by Zacher to approve and adopt the balance of the report, holding out item #3. Motion carried, 8 ayes and 0 nays:

<u>Alderperson</u>	<u>District</u>	<u>Motion/Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Ryan Austin	1	Motion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dean Veneman	2		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Matt Zacher	3	Second	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tom Rayome	4		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sheri Evanson	5		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dennis Polach	6		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patrick J. Delaney	7		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Jay Bemke

8

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Regarding item #3, it was moved by Austin, seconded by Bemke to approve this item as presented. Motion carried, 7 ayes and 1 nay:

<u>Alderpersion</u>	<u>District</u>	<u>Motion/Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Ryan Austin	1	Motion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dean Veneman	2		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Matt Zacher	3		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tom Rayome	4		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sheri Evanson	5		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dennis Polach	6		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patrick J. Delaney	7		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jay Bemke	8	Second	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D. REPORT OF THE HUMAN RESOURCES COMMITTEE MEETING HELD ON JUNE 14, 2022:

Jay Bemke, Chairperson

Patrick J. Delaney, Secretary

Tom Rayome

Date of Meeting: June 14, 2022

Reported to Council: June 21, 2022

The Human Resources Committee held a meeting in the Council Chambers of City Hall, 444 West Grand Avenue, Wisconsin Rapids, and via remote videoconferencing, on Tuesday, June 14, 2022, at 1:30 p.m. All Committee members were present. Also present were City Attorney Sue Schill, Shawn Lockman, Steve Rinzel, Steve Ross, Joe Bachman, Ryan Hartman, and Tyler Mickelson.

1. Call to order

Chairperson Bemke called the meeting to order at 1:32 p.m.

2. HR Updates

- a. Seasonal Personnel
- b. Leadership Training with Best Workforce Solutions completed, May 2022.
- c. CSS Police Chief update
- d. Current Recruiting
- e. Wage Study

Updates provided- no action taken.

3. The Committee may vote to go into closed session under Section 19.85(1)(e), Wis. Stats., which reads: "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session"

In closed session, the Committee may discuss a proposal for a successor collective bargaining agreement between the City and the Wisconsin Rapids Professional Police Association.

Motion by Delaney, seconded by Rayome to move to closed session pursuant to the above statute. Roll call vote taken. All members voted in the affirmative. Motion carried 3-0.

In closed session, motion by Bemke, seconded by Delaney to recommend approval of an offer for a successor collective bargaining agreement provided the agreement is ratified by WRPPA no later than July 19, 2022.

4. The Committee may adjourn in closed session, or may go into open session.

The Committee did not return to open session.

5. If the Committee does not go into closed session, or does not adjourn in closed session, the Committee may in open session consider ratification of a successor labor agreement between the City and the Wisconsin Rapids Professional Police Association.

The Committee did not return to open session.

6. Adjournment.

Motion by Rayome, seconded by Delaney to adjourn in closed session. Motion carried 3-0. The meeting adjourned at 2:00 p.m.

Evanson requested that item #2 be held out for separate vote; Bemke requested that items #3, #4, and #5 be held out for separate vote. It was moved by Austin, seconded by Rayome to approve and adopt the balance of the report, holding out items #2, #3, #4, and #5. Motion carried, 8 ayes and 0 nays:

<u>Alderpersion</u>	<u>District</u>	<u>Motion/Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Ryan Austin	1	Motion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Dean Veneman	2		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Matt Zacher	3		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tom Rayome	4	Second	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sheri Evanson	5		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dennis Polach	6		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patrick J. Delaney	7		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jay Bemke	8		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Regarding item #2, no action was taken on this item.

Regarding items #3, #4, and #5, it was moved by Evanson, seconded by Zacher to approve these items together as presented. Motion carried, 8 ayes and 0 nays:

<u>Aldersperson</u>	<u>District</u>	<u>Motion/Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Ryan Austin	1		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dean Veneman	2		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Matt Zacher	3	Second	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tom Rayome	4		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sheri Evanson	5	Motion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dennis Polach	6		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patrick J. Delaney	7		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jay Bemke	8		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9. Reports of Other Committees, Commissions and Boards; Department Reports

- A. Wisconsin Rapids Housing Authority held March 30, 2022
- B. Water Works and Lighting Commission held April 7 and May 10, 2022
- C. Police and Fire Commission held April 13, April 27, May 2, May 11, and May 20, 2022
- D. South Wood County Airport Commission held May 5 and Monthly Summary for May 2022
- E. Wastewater Treatment Commission held May 11, June 8, and Monthly Summary for May 2022
- F. Wisconsin Rapids Board of Review held May 27, 2022
- G. Engineering Department Monthly Summary for May 2022
- H. Public Works Department Monthly Summary for May 2022
- I. Wisconsin Rapids Fire Department Monthly Summary for May 2022
- J. Wisconsin Rapids Police Department Monthly Summary for May 2022

It was moved by Veneman, seconded by Bemke to place the reports on file. Motion carried, 7 ayes, 0 nays, and 1 abstention:

<u>Aldersperson</u>	<u>District</u>	<u>Motion/Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Ryan Austin	1		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dean Veneman	2	Motion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Matt Zacher	3		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tom Rayome	4		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sheri Evanson	5		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dennis Polach	6		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patrick J. Delaney	7		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jay Bemke	8	Second	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

10. Referrals to Committee

No referrals were received.

11. Adjournment

It was moved by Evanson, seconded by Veneman to adjourn. Motion carried, 8 ayes and 0 nays:

<u>Aldersperson</u>	<u>District</u>	<u>Motion/Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Ryan Austin	1		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dean Veneman	2	Second	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Matt Zacher	3		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tom Rayome	4		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sheri Evanson	5	Motion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dennis Polach	6		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patrick J. Delaney	7		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jay Bemke	8		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The meeting adjourned at 8:07 p.m.					

Respectfully submitted,

Jennifer M. Gossick, City Clerk



CITY OF WISCONSIN RAPIDS JOINT REVIEW BOARD

RESOLUTION ACKNOWLEDGING FILING OF ANNUAL REPORTS AND COMPLIANCE WITH ANNUAL MEETING REQUIREMENT

WHEREAS, 2015 Wisconsin Act 257 (the “Act”) amended the process by which the annual reports of tax incremental districts are reviewed; and

WHEREAS, the Act requires the City of Wisconsin Rapids to submit an annual report by July 1 to each overlying taxing jurisdiction and the Wisconsin Department of Revenue that describes the status of each existing tax incremental district (“TID”); and

WHEREAS, the Act provides a list of information that must be included in the annual report that includes the following:

- a. The name assigned to the TID.
- b. The classification of the TID that is included in the project plan and the scope of the project.
- c. The name of any developer who is named in a developer’s agreement with the political subdivision of who receives any financial assistance from tax increments allocated for the TID.
- d. The date that the city expects the TID to terminate.
- e. The amount of tax increments to be deposited into a special fund for that TID.
- f. An analysis of the special fund for the TID that includes all of the following:
 - i. The balance in the special fund at the beginning of the fiscal year.
 - ii. All amounts deposited in the special fund by source, including amounts received from another TID.
 - iii. An itemized list of all expenditures from the special fund by category of permissible project costs.
 - iv. The balance in the special fund at the end of the fiscal year, including a breakdown of that balance identifying any portion that is designated for anticipated project costs.

WHEREAS, the Act requires the Joint Review Board (“JRB”) to exist continually during the life of the TIDs and requires the JRB to meet annually to review the City of Wisconsin Rapids annual TID reports; and

WHEREAS, the JRB met on Thursday, July 14, 2022 and reviewed the Tax Incremental District No. 6, Tax Incremental District No. 7, and Tax Incremental District No. 8 annual reports filed with the Wisconsin Department of Revenue.

Attachment #2

NOW, THEREFORE, BE IT RESOLVED that the JRB acknowledges the filing of the annual reports for Tax Incremental District No. 6, Tax Incremental District No. 7, and Tax Incremental District No. 8 with the Wisconsin Department of Revenue and compliance with the annual meeting requirement as required by 2015 Wisconsin Act 257.

Passed and adopted this 14th day of July 2022.

Joint Review Board

Representing

Wood County

Wisconsin Rapids Public Schools

Mid-State Technical College

City of Wisconsin Rapids

Public Member



OFFICE
OF THE
MAYOR

July 19, 2022

Dear Alderpersons,

The following appointments are submitted for your approval:

Planning Commission

Thaddeus Kubisiak, 1961 6th Street South, is appointed as a regular member, to replace Shane Burkart, for a term expiring 05/01/2025.

Respectfully submitted,

A handwritten signature in black ink that reads "Shane E. Blaser". The signature is written in a cursive, flowing style.

Shane E. Blaser, Mayor

Shane E. Blaser, Mayor

444 West Grand Avenue, Wisconsin Rapids, WI 54495-2780

Phone: (715) 421-8202 | Fax: (715) 421-8278 | sblaser@wirapids.org | www.wirapids.org

REPORT OF THE PLANNING COMMISSION

Date of Meeting: July 7, 2022

Report #1

The Plan Commission met at 4:00 p.m. on July 7, 2022 in the City of Wisconsin Rapids Council Chambers, 444 West Grand Avenue, and via remote audioconferencing. Members present included Chairperson Shane Blaser, Ryan Austin, Lee Thao, Eric Daven, Susan Feith (via Zoom), and Ben Goodreau. Also in attendance were Community Development Director Kyle Kearns, Associate Planner Carrie Edmondson, Jason Grueneberg, David Weiler, Rita Weiler, Jim Lucas, Chad Wirl, and Reuben Tassel. Others attending via Zoom included City Engineer Joe Eichsteadt and Tracey Traut.

The meeting was called to order at 4:00 p.m.

1. Approval of the reports from the June 6th 2022, Plan Commission meeting and June 1st Public Meeting.

Motion by Daven to approve the reports from the June 6th, 2022 Plan Commission meeting and the June 1st Public Meeting; second by Goodreau.

Motion carried (6 – 0)

2. Vandewalle & Associates – Wisconsin Rapids Recovery & Redevelopment Plan Update

Kyle Kearns stated that the consultant is planning a symposium on July 21. The event will be virtual and there is no need to register. Links to the event will come out via email. There was minimal turn out for both the joint session and public meeting. Therefore, the consultant will be developing a survey to be available on the City's website to garner more feedback. The consultant is expecting to have a draft document ready by late summer/early fall.

3. **Dan Inc; Extraterritorial CSM:** request for Certified Survey Map approval for the creation of 3 lots, of which are under 5 acres, within the Town of Saratoga. The subject property is northwest of the intersection of State Highway 73 and Bainbridge Trail (County Parcel ID's 1800135, 1800135C, & 1800135D)

Mr. Kearns noted the item was being considered because we have extraterritorial plat review within a three-mile radius of the city. They are requesting creation of three lots and staff feels this is an appropriate plat division and is recommending approval.

Motion by Goodreau to approve the request for the creation of 3 lots, of which are under 5 acres, within the Town of Saratoga. The subject property is northwest of the intersection of State Highway 73 and Bainbridge Trail (County Parcel ID's 1800135, 1800135C, & 1800135D); second by Austin.

Motion carried (6 – 0)

4. **RC West, LLC CSM – 22-000531:** request for a Certified Survey Map approval to combine 2 lots at 1810 Spencer Street (Parcel ID's 3404578 & 3404579) and dedicate right-of-way on 18th Avenue South

Mr. Kearns explained that this is being considered because of a five-foot street dedication associated with the lot combination. Staff is recommending approval.

Motion by Daven to approve 22-000531, a request for a Certified Survey Map to combine 2 lots at 1810 Spencer Street (Parcel ID's 3404578 & 3404579) and dedicate right-of-way on 18th Avenue South; second by Goodreau.

Motion carried (6 – 0)

5. Review of Tourist Rooming House definition, supplemental standards, and conditional use permit process within the City of Wisconsin Rapids Zoning Code

Mr. Kearns provided a summary of the staff memo that outlines the description and supplemental standards for tourist rooming houses. He also reviewed the process for conditional use permit applications including the City's procedure for tourist rooming houses. He noted that the Common Council asked at their last meeting for the Plan Commission to review the standards and process in place for tourist rooming houses. He also reviewed staff analysis of surrounding communities and explained similarities and differences with the City's processes. He explained that a conditional use permit could be revoked as needed. He recommended that we retain our standards and process. However, he did note that if the Plan Commission would like to direct staff to undergo a Code Amendment, staff would do so.

Commissioner Goodreau asked for clarification about the six-month review procedure and about the ability to customize conditions of approval based upon the project. Mr. Kearns noted that properties could be reviewed as specified and would be required to come back to Commission only if there were documented issues. He also noted that conditions could be applied to each specific conditional use permit. Conditions should be site specific.

Commissioner Feith asked for clarification about if conditional use permits can be required to be reviewed if there is an ownership transfer, rather than run with the land. Commissioner Daven asked if a conditional use permit can be brought back to Plan Commission for reasons outside of conditions of approval. Mr. Kearns answered yes to both.

Commissioner Austin reiterated the importance of conditional use permits being reconsidered in case of ownership transfer. Mayor Blaser and Commissioner Feith agreed that conditional use permit be reaffirmed when property ownership changes. Discussion ensued about the best way to incorporate this requirement into future applications. No action was taken.

6. Donald Garrison – 22-000298: action on a request for a conditional use permit to operate a tourist rooming house at 465 Shady Lane (Parcel ID 3412824)

Mr. Kearns reiterated that this item was postponed by Common Council and sent back to Plan Commission, however he emphasized the importance of taking action to adhere to due process. Carrie Edmondson provided a synopsis of 22-000298. Staff recommended approval with the conditions outlined in the staff report.

Motion by Goodreau to approve 22-000298, a request for a conditional use permit to operate a tourist rooming house at 465 Shady Lane (Parcel ID 3412824), subject to the following conditions:

- 1) No more than six guests total shall be permitted at any given time.
- 2) The establishment shall have a current license, as required by the Wisconsin Department of Health Services, Wisconsin Administrative Code Chapter 195.
- 3) The applicable permit must be displayed in a conspicuous location.
- 4) The owner shall register with the Clerk's and/or Treasurer's office and shall pay room tax as required.
- 5) An accurate register of guest names shall be maintained for a guest history of no less than one year.

- 6) An agent who resides within 5 miles of the city must be named as a primary point of contact.
- 7) Prior to establishment, the City Inspector shall confirm that the dwelling meets all building code requirements.
- 8) The conditional use permit shall be reviewed by the Community Development Department 6 months after approval, upon which it can be scheduled for review by the Plan Commission and Common Council if necessary due to failure to comply with conditions and standards of review.
- 9) The transfer of property ownership shall require a review of the conditional use permit by the Plan Commission and Common Council, prior to the operation of the use under new ownership.
- 10) The current owner and operator of the use shall notify the City in writing prior to the transfer of ownership.

Second by Austin.

Motion carried (6 – 0)

This item will be presented to Common Council for the final determination.

7. Rita Weiler – 22-000541: public hearing and action on a request for a conditional use permit to operate a tourist rooming house at 351 Madison Street (Parcel ID 3408122-9)

Ms. Edmondson provided a summary of the request. She noted that the owner is proposing to be on-site and has a separate area with a separate exterior entrance for the use. She also noted that a condition requiring a six-month review had been suggested by staff and that the Plan Commission may want to add the same two conditions that were added to the previous item.

Commissioner Austin inquired about the necessity of having a conditional use permit required for an owner-occupied property. Mr. Kearns stated that based on the previous conversation retaining the conditional use permit application seemed to be a good option.

Public hearing opened at 4:41 p.m.

No one spoke in favor of or against the request.

Public hearing closed at 4:41 p.m.

Motion by Goodreau to approve 22-000541, a request for a conditional use permit to operate a tourist rooming house at 351 Madison Street (Parcel ID 3408122-9), subject to the following conditions:

- 1) No more than two guests total shall be permitted at any given time.
- 2) The establishment shall have a current license, as required by the Wisconsin Department of Health Services, Wisconsin Administrative Code Chapter 195.
- 3) The applicable permit must be displayed in a conspicuous location.
- 4) The owner shall register with the Clerk's and/or Treasurer's office and shall pay room tax as required.
- 5) An accurate register of guest names shall be maintained for a guest history of no less than one year.
- 6) An agent who resides within 5 miles of the city must be named as a primary point of contact.
- 7) Prior to establishment, the City Inspector shall confirm that the dwelling meets all building code requirements.

- 8) The conditional use permit shall be reviewed by the Community Development Department 6 months after approval, upon which it can be scheduled for review by the Plan Commission and Common Council if necessary due to failure to comply with conditions and standards of review.
- 9) The transfer of property ownership shall require a review of the conditional use permit by the Plan Commission and Common Council, prior to the operation of the use under new ownership.
- 10) The current owner and operator of the use shall notify the City in writing prior to the transfer of ownership.

Second by Daven

Motion carried (5-0), Commissioner Feith abstained.

This item will be presented to Common Council for their final determination.

- 8. Marshfield Clinic Health System (MCHS) – 22-000600:** request for a sign exception to increase the maximum number and the maximum height of ground signs at 440 24th Street South (Parcel ID 3410784)

Ms. Edmondson summarized the request for the sign exception at the Marshfield Clinic Health System site. The exception included increasing the maximum number of ground signs to three total and increasing the height beyond the maximum allowed for ground signs. Staff is recommended approval due to site difficulties associated with size and scale of the site.

Motion by Blaser to approve 22-000600, a request for a sign exception to increase the maximum number and maximum height of ground signs at 440 24th Street South (Parcel ID 3410784); second by Goodreau.

Motion carried (6 – 0)

- 9. Chad Wirl – 22-000643:** Request for a site plan review to construct a building addition at 850 Rosecrans Street (Parcel ID 3401550)

Ms. Edmondson provided a synopsis of 22-000643. Approval was recommended with the conditions outlined in the staff report.

Motion by Blaser to approve 22-000643, a site plan review request to construct a building addition at 850 Rosecrans Street (Parcel ID 3401550), subject to the following conditions:

- a) The exterior materials of the addition shall match the design and color of the existing building.
- b) Light from the business shall not exceed 0.1 foot-candles at neighboring property lines to the north and west and 0.2 foot-candles at properties to the south.
- c) Applicable permits through the City shall be obtained, including those applicable for fences and asphalt.
- d) A landscape plan shall be submitted to the Community Development Department for review and approval, identifying building foundation landscaping.
- e) A required ADA accessible parking space shall be installed on the property.
- f) No residential occupancy shall be permitted.
- g) This approval is associated with Zoning Board of Appeals variance(s) approval for setbacks.
- h) Community development staff shall have the authority to approve minor modifications to the plans.

second by Daven.

Motion carried (6 -0)

10. City of Wisconsin Rapids – 22-000573: Public hearing and action on a request to Amend the Official Street Map of the City of Wisconsin Rapids

Mr. Kearns provided a summary of 22-000573. He noted that the last official street map had been adopted in 2009 and suggested some updates including the reduction of street right-of-way width along East Jackson Street. Approval of three main changes in the staff memo were recommended.

Public hearing opened at 4:54 p.m.

No one spoke in favor of or against the request.

Public hearing closed at 4:54 p.m.

Commissioner Feith inquired about the bike trail proposed to be incorporated along East Jackson Street. Joe Eichstaedt clarified that the path is within the right-of-way and is like the West Jackson Street cross-section and connects with other bike mapping routes. Commission Goodreau asked for further clarification about safety and Mr. Eichstaedt elaborated. Commissioner Feith asked for clarification about the redesignation of some of the street classifications and Mr. Eichstaedt explained it would not impact state funding but would provide a more accurate designation.

Motion by Austin to approve 22-000573 to Amend the Official Street Map of the City of Wisconsin Rapids; second by Thao.

Motion carried (6 – 0)

11. City of Wisconsin Rapids – 22-000398: Public Hearing and action to amend Chapter 11 – Zoning Ordinance, specifically regarding maximum building coverage for principal and accessory structures on lots in residential districts.

Ms. Edmondson provided a summary of 22-000398. Staff recommended a total maximum building coverage for each zoning district in lieu of separate coverage requirements for principal and accessory structures.

Commissioner Goodreau asked what spurred this amendment and Mr. Kearns clarified that it was largely the result of difficulty with consistent implementation. Commissioner Austin asked why the Rural Residential district was remaining at 30% coverage, to which Mr. Kearns noted that the district still allows for significant development at a 5-acre minimum lot size and typically borders agricultural.

Public hearing opened at 5:13 p.m.

No one spoke in favor of or against the request.

Public hearing closed at 5:13 p.m.

Motion by Daven to approve 22-000398, to amend Chapter 11 – Zoning Ordinance, specifically regarding maximum building coverage of principal and accessory structures on lots in residential districts.

Second by Goodreau

Motion carried (6 – 0)

12. City of Wisconsin Rapids – 22-000648: Public hearing and action on a request to amend Chapter 11-Zoning Ordinance, specifically to allow Temporary Residential Shelters as a permitted or conditional use within other residential or commercial districts.

Mr. Kearns provided a summary of 22-000648: approval recommended.

Public hearing opened at 5:18 p.m.

No one spoke in favor of or against the request.

Public hearing closed at 5:19 p.m.

Commissioner Feith asked for clarification about the permitted or conditional use wording and noted she would prefer conditional use versus permitted use. Mayor Blaser and Commissioner Goodreau concurred.

Motion by Goodreau approving the request to amend Chapter 11-Zoning Ordinance, specifically to allow Temporary Residential Shelters as conditional uses within B-1 Downtown Commercial, B-2 General Commercial and R-3 Multi-Family Medium Density districts; second by Blaser.

Motion carried (6 – 0)

13. Adjourn

Motion by Daven to adjourn the meeting; second by Goodreau

Motion carried (6 – 0)

Meeting adjourned at 5:53 p.m.

Respectfully submitted by Carrie Edmondson, Associate Planner

Resolution # _____
CITY OF WISCONSIN RAPIDS

[CONDITIONAL USE PERMIT – 465 SHADY LANE (PARCEL ID 3412824) – TOURIST ROOMING HOUSE]

BE IT RESOLVED by the Common Council of the City of Wisconsin Rapids, Wood County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property located at 465 Shady Lane (Parcel ID 3412824), and described as C-WIS RAPIDS GROVE SUBD LOT 25 BLK 1, City of Wisconsin Rapids, Wood County, Wisconsin, is hereby granted a Conditional Use Permit to operate a tourist rooming house, subject to the following conditions:

- 1) No more than six guests total shall be permitted at any given time.
- 2) The establishment shall have a current license, as required by the Wisconsin Department of Health Services, Wisconsin Administrative Code Chapter 195.
- 3) The applicable permit must be displayed in a conspicuous location.
- 4) The owner shall register with the Clerk's and/or Treasurer's office and shall pay room tax as required.
- 5) An accurate register of guest names shall be maintained for a guest history of no less than one year.
- 6) An agent who resides within 5 miles of the city must be named as a primary point of contact.
- 7) Prior to establishment, the City Inspector shall confirm that the dwelling meets all building code requirements.
- 8) The conditional use permit shall be reviewed by the Community Development Department 6 months after approval, upon which it can be scheduled for review by the Plan Commission and Common Council if necessary due to failure to comply with conditions and standards of review.
- 9) The transfer of property ownership shall require a review of the conditional use permit by the Plan Commission and Common Council, prior to the operation of the use under new ownership.
- 10) The current owner and operator of the use shall notify the City in writing prior to the transfer of ownership.

Such approval constitutes a Conditional Use under the City's ordinances.

Shane E. Blaser, Mayor

Jennifer M. Gossick, City Clerk

ADOPTED:

APPROVED:

PUBLISHED:

Resolution # _____
CITY OF WISCONSIN RAPIDS

[CONDITIONAL USE PERMIT – 351 MADISON STREET (PARCEL ID 3408122-9) – TOURIST ROOMING HOUSE]

BE IT RESOLVED by the Common Council of the City of Wisconsin Rapids, Wood County, Wisconsin, that based upon the application and after reviewing the Plan Commission record and hearing the testimony of interested parties, the Common Council determines that all conditions required have been met, the property located at 351 Madison Street (Parcel ID 3408122-9), and described as C-WIS RAPIDS ES ASR PLT #33 LOT 78, City of Wisconsin Rapids, Wood County, Wisconsin, is hereby granted a Conditional Use Permit to operate a tourist rooming house, subject to the following conditions:

- 1) No more than two guests total shall be permitted at any given time.
- 2) The establishment shall have a current license, as required by the Wisconsin Department of Health Services, Wisconsin Administrative Code Chapter 195.
- 3) The applicable permit must be displayed in a conspicuous location.
- 4) The owner shall register with the Clerk's and/or Treasurer's office and shall pay room tax as required.
- 5) An accurate register of guest names shall be maintained for a guest history of no less than one year.
- 6) An agent who resides within 5 miles of the city must be named as a primary point of contact.
- 7) Prior to establishment, the City Inspector shall confirm that the dwelling meets all building code requirements.
- 8) The conditional use permit shall be reviewed by the Community Development Department 6 months after approval, upon which it can be scheduled for review by the Plan Commission and Common Council if necessary due to failure to comply with conditions and standards of review.
- 9) The transfer of property ownership shall require a review of the conditional use permit by the Plan Commission and Common Council, prior to the operation of the use under new ownership.
- 10) The current owner and operator of the use shall notify the City in writing prior to the transfer of ownership.

Such approval constitutes a Conditional Use under the City's ordinances.

Shane E. Blaser, Mayor

Jennifer M. Gossick, City Clerk

ADOPTED:

APPROVED:

PUBLISHED:

ORDINANCE NO. MC___ CITY OF WISCONSIN RAPIDS

A GENERAL ORDINANCE OF THE CITY OF WISCONSIN RAPIDS AMENDING CHAPTER 11 OF THE ZONING CODE INCLUDING APPENDIX C – BUILDING STANDARDS; BUILDING COVERAGE MAXIMUM FOR RURAL RESIDENTIAL (RR) DISTRICT, SINGLE-FAMILY RESIDENTIAL (R-1) DISTRICT, MIXED RESIDENTIAL (R-2) DISTRICT, MULTI-FAMILY MEDIUM DENSITY RESIDENTIAL (R-3) DISTRICT, AND HIGH DENSITY RESIDENTIAL (R-4) DISTRICT

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF WISCONSIN RAPIDS DOES ORDAIN AS FOLLOWS:

SECTION I Appendix C – Building Standards; Building Coverage Maximum for Rural Residential (RR) District, Single-Family Residential (R-1) District, Mixed Residential (R-2) District, Multi-Family Medium Density Residential (R-3) District, and High Density Residential (R-4) District, of Chapter 11 of the Wisconsin Rapids Municipal Code is hereby amended to read as follows:

Rural Residential (RR) District

Building coverage, maximum	s. 11.06.109	G	30 percent total; not greater than 900 square feet for detached accessory building
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Single-Family Residential (R-1) District

Building coverage, maximum	s. 11.06.109	G	40 percent total; not greater than 900 square feet for detached accessory building
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Mixed Residential (R-2) District

Building coverage, maximum	s. 11.06.109	G	40 percent total; not greater than 900 square feet for detached accessory building
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Multi-Family Medium Density Residential (R-3) District

Building coverage, maximum	s. 11.06.109	G	50 percent total; not greater than 500 square feet for detached accessory building (per dwelling unit)
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High Density Residential (R-4) District

Building coverage, maximum	s. 11.06.109	G	50 percent total; not greater than 500 square feet for detached accessory building (per dwelling unit)
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SECTION II All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION III This ordinance shall take effect upon passage and publication.

Shane E. Blaser, Mayor

Jennifer M. Gossick, City Clerk

ADOPTED:

APPROVED:

PUBLISHED:

ORDINANCE NO. MC___ CITY OF WISCONSIN RAPIDS

A GENERAL ORDINANCE OF THE CITY OF WISCONSIN RAPIDS AMENDING CHAPTER 11 OF THE ZONING CODE INCLUDING APPENDIX A – LAND-USE MATRIX, SERIES 4 – SPECIAL CARE FACILITIES, TEMPORARY RESIDENTIAL SHELTER

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF WISCONSIN RAPIDS DOES ORDAIN AS FOLLOWS:

SECTION I Appendix A – Land-Use Matrix, Series 4.11, Temporary Residential Shelter, of Chapter 11 of the Wisconsin Rapids Municipal Code is hereby amended to read as follows:

Series / Land Use	Secondary Review	RR	R-1	R-2	R-3	R-4	R-8	B-1	B-2	B-3	B-5	I-1	P-1	M-1	M-2	C-1
4.11 Temporary Residential Shelter	AR, SP, ZP				C			C	C			C				

SECTION II All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION III This ordinance shall take effect upon passage and publication.

Shane E. Blaser, Mayor

Jennifer M. Gossick, City Clerk

ADOPTED:

APPROVED:

PUBLISHED:



Report of the Finance and Property Committee

Matt Zacher, Chairperson
Dean Veneman, Secretary
Jay Bemke

Date of Meeting: July 5, 2022
Reported to Council: July 19, 2022

The Finance and Property Committee met at 5:01 p.m. on Tuesday, July 5, 2022, in the Council Chambers at City Hall. The meeting was LIVE on Wisconsin Rapids Community Media (WRCM) Spectrum Channel 985 and Solarus Channel 3, online at www.wr-cm.org or via WRCM's Roku app and was streamed LIVE on the City of Wisconsin Rapids Facebook page.

All members of the Finance and Property Committee were present. Also in attendance were Alderperson Polach, Alderperson Delaney, Mayor Blaser, Fire Chief Eckes, Jake Klingforth, Kyle Kearns, and Jennifer Gossick. Alderperson Austin attended via teleconference. A list of others in attendance is on file in the Clerk's office.

1. Call to Order

Chairperson Zacher called the meeting to order at 5:01 p.m.

2. Consider a request from the Fire Department to order the Chassis for their next Ambulance

It was moved by Veneman, seconded by Bemke to approve the purchase of the Chassis for their next Ambulance at a price to be determined. Motion carried, 3-0.

3. Consider a request from the Fire Department to apply for the Wisconsin Flex Grant

It was moved by Bemke, seconded by Veneman to approve a request from the Fire Department to apply for the Wisconsin Flex Grant in the amount of \$41,000 pending approval of the Finance Director. Motion carried, 3-0.

4. Consider approval of proposals from the Park and Building Supervisor to provide and install (6) HVAC packaged rooftop units to replace the existing units on the Centralia Center rooftop

It was moved by Bemke, seconded by Zacher to approve a proposal from Complete Control Inc. to provide and install (6) HVAC packaged rooftop units to replace the existing units on the Centralia Center rooftop, pending funding. Motion carried, 3-0.

5. Consider a request from Drop In Again LLC, Tami Kasten, agent, for Retail Class "B" Fermented Malt Beverages and Retail "Class B" Intoxicating Liquor licenses for the premises located at 2963 State Hwy 73 South

It was moved by Bemke, seconded by Veneman to approve Retail Class "B" Fermented Malt Beverages and "Class B" Intoxicating Liquor licenses for Drop In Again LLC, Tami Kasten, agent, for the premises located at 2963 State Hwy 73 South. Motion carried, 3-0.

6. Consider for approval the appointment of Geneva J. Rapp as successor agent for the Retail Class "A" Fermented Malt Beverages and Retail "Class A" Intoxicating Liquor licenses for Westside Express Mart, LLC, d/b/a Westside Express Mart for the premises located at 1040 West Grand Avenue

It was moved by Veneman, seconded by Zacher to approve the appointment of Geneva J. Rapp as successor agent for the Retail Class "A" Fermented Malt Beverages and Retail "Class A" Intoxicating Liquor licenses for Westside Express Mart, LLC, d/b/a Westside Express Mart for the premises located at 1040 West Grand Avenue. Motion carried 3-0.

7. Consider for approval Temporary Retail Class "B" Fermented Malt Beverages Licenses for Central Wisconsin Cultural Center, Inc., 2651 Eighth Street South, for the following events:

- a. Open Mic events to be held from 7:00 p.m. to 10:00 p.m. on the following Fridays: August 26, September 30, October 28, November 25, and December 30, 2022;
- b. "The Scratchboard Art of Alex Hewitt and Pat Ruesch" Exhibit Opening Reception to be held from 5:30 p.m. to 7:30 p.m. on Thursday, September 22, 2022;
- c. Holiday Gifts & Art Fair event to be held from 5:30 p.m. to 7:30 p.m. on Thursday, November 10, 2022;

and a Temporary Retail Class "B" Fermented Malt Beverages License and Temporary Retail "Class B" Wine License for an Art on Tap event to be held from 6:00 p.m. to 9:00 p.m. on Saturday, October 1, 2022

It was moved by Bemke, seconded by Veneman to approve Temporary Retail Class "B" Fermented Malt Beverages Licenses for Central Wisconsin Cultural Center, Inc., 2651 Eighth Street South, for the following events:

- d. Open Mic events to be held from 7:00 p.m. to 10:00 p.m. on the following Fridays: August 26, September 30, October 28, November 25, and December 30, 2022;
- e. "The Scratchboard Art of Alex Hewitt and Pat Ruesch" Exhibit Opening Reception to be held from 5:30 p.m. to 7:30 p.m. on Thursday, September 22, 2022;
- f. Holiday Gifts & Art Fair event to be held from 5:30 p.m. to 7:30 p.m. on Thursday, November 10, 2022;

and a Temporary Retail Class "B" Fermented Malt Beverages License and Temporary Retail "Class B" Wine License for an Art on Tap event to be held from 6:00 p.m. to 9:00 p.m. on Saturday, October 1, 2022. Motion carried, 3-0.

8. 2023 Budget Discussion

No action was taken on this item.

9. Audit of the Bills

It was moved by Bemke, seconded by Zacher to approve check numbers 13149 to 13490. Motion carried, 3-0.

10. Set next meeting date

The next regular Committee meeting will be on Tuesday, August 2, 2022 at 5:00 p.m.

11. In open session, the committee may vote to go into closed session under Section 19.85(1)(e) of the Wisconsin Statutes, which reads: "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session".

It was moved by Zacher, seconded by Bemke to go into closed session pursuant to Section 19.85(1)(e) of the Wisconsin Statutes, which reads: "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session". Roll call vote taken. All members voted in the affirmative. Motion carried 3-0, and the committee went into closed session.

In closed session, the committee may discuss negotiations and strategy regarding redevelopment and possible purchase of the former Northern Steel Castings, Inc. foundry located at 330 9th Avenue South, Parcel ID: 3402599.

In closed session the committee discussed negotiations and strategy regarding redevelopment and possible purchase of the former Northern Steel Castings, Inc. foundry located at 330 9th Avenue South, Parcel ID: 3402599.

The Committee will adjourn in closed session.

It was moved by Zacher, seconded by Veneman to adjourn in closed session. Motion carried 3-0. The meeting adjourned at 6:40 p.m.

Respectfully submitted,

Jennifer M. Gossick, City Clerk

FINANCE & PROPERTY COMMITTEE SIGN-IN SHEET

DATE: July 5, 2022

NAME: _____

1. [Signature]

2. Shane Blaser

3. Nay Benke

4. Patrick Delaney

5. DENNIS POLACH

6. Nat Zacher

7. Dean Veneman

8. Jennifer Lassick

9. Todd Eckes

10. Gerry Geishant

11. [Signature]

12. Sheryl Kochenski

13. Ryan Austin (teleconference)

14. _____

15. _____

16. _____

17. _____

18. _____

19. _____

20. _____

April 28, 2022

Jacob Klingforth
City of Wisconsin Rapids
Public Works Supervisor
1411 Chase Street
Wisconsin Rapids, WI 54495

RE: Provide and Install 6 Like for Like Replacement RTUs
Ref#: JU042822C

Dear Mr. Klingforth:

Our Lump Sum Price to complete this project is: **\$164,300.00 (one hundred sixty-four thousand three hundred dollars).**

Replacement Equipment: \$109,755.00

All Units:

- Gas/Electric
- Standard efficiency
- Downflow
- 460/60/3
- Reliatel
- Gas Heat - High
- Economizer Dry Bulb 0-100% with barometric relief
- 1 year parts warranty
 - Refrigerant and labor not included
- 2-5 year compressor parts only warranty
 - Refrigerant and labor not included

RTU 1: Qty: 1

- 12.5 Ton

RTU 8: Qty: 1

- 20 Ton

RTU-1 & RTU-2: Qty: 2

- 25 Ton
- High static drive (Fld)

RTU-4, RTU-3: Qty: 2

- 17.5 Ton
- Curb adapter (Fld)
- Low static drive (Fld)

Installation of the Replacement Equipment: \$54,545.00

- | | |
|--------------|-------------|
| • Crane | \$7,500.00 |
| • Electrical | \$20,000.00 |
| • Labor | \$27,045.00 |

Corporate Headquarters:

325 Reid Street
De Pere, WI 54115-2130
(920) 498-0400
Fax: (920) 498-8136

Central Wisconsin Office:

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Wisconsin Rapids, WI 54495
(715) 421-0400
Fax: (715) 421-5442

www.tweetgarot.com

- Isolate the electrical, controls, and gas
- Remove the old RTUs from the Roof
- Set the new units into place
- Reconnect the electrical, controls, and gas piping
- Start up and check operation
- Dispose of the existing RTUs

Our proposal includes:

- Replacement Equipment as listed above

Our proposal does not include:

- Tax
- Overtime
- Controls
- Additional work not listed above
- Options not Included on Equipment
 - Outside Air/Economizer Air Duct Extension
 - Complete-Coat Condenser Coil Coating
 - Condenser Coil Hail Guards
 - Thermostat and Remote Sensor
 - Trane Interface, BACnet or LonTalk Board
 - Hinged Access Panels
 - Bakelite Laminated Nameplate
 - Through the base Gas and/or Electric utility option
 - GFI Convenience Outlet
 - Disconnect Switch/Circuit Breaker
 - SCCR rating of 65K amps on units 12.5 tons and above
 - Condensate Overflow Switch
 - Economizer Fault Detection (Title 24 thermostat or TD-5 board)
 - Power Exhaust
 - CO2 Sensors/Demand Control Ventilation
 - Dehumidification Coil
 - Low or High Static Drive – Where noted
 - Return and/or Supply Side Smoke Detectors
 - Audible and/or Visible Alarm for Smoke Detectors
 - Special Filters or Extra Filters beyond Initial Throwaway Set
 - Extra Belts and/or replacement sheaves
 - Hold-down Clips/Straps
 - Seismic/Hurricane Curbs
 - Unit Start Up
 - Labor Warranty
 - Special Delivery Services
 - BAS Integration and/or assistance
 - Owner Training

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- Any Items/Services Not Listed

NOTICE: THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, Tweet/Garot will use its best efforts to staff and supply this project to be meet the scheduled completion date. However, Tweet/Garot reserves its right to seek an excusable extension of time if Tweet/Garot or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the subcontract, we intend to seek additional costs associated with the suspension.

This proposal reflects material pricing as of this date and is valid for 10 days.

Our standard payment terms are net 60 days. Interest will be charged on past due accounts at 1.5% per month.

Acceptance of any proposal will be based upon receipt of a signed copy of this proposal or a written purchase order. All purchases are subject to Tweet/Garot Contract Terms and Conditions (see attached). Work will not commence prior to receipt of written authorization as stated above.

Projects may be progress billed. Any applicable tax is not included in this proposal. If this project is tax-exempt, an exemption certificate must be submitted with your purchase order.

Thank you for the opportunity to submit this proposal. Please call (715) 451-8975 or e-mail justin.beck@tweetgarot.com with any questions.

Sincerely,

TWEET/GAROT MECHANICAL, INC. – WI Rapids



Justin Beck
Director of Service – Central Wisconsin Accounts

ACCEPTANCE OF PROPOSAL:

By: _____ Date: _____ P.O.
No. _____

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CONTRACT TERMS AND CONDITIONS

1. **Asbestos and Hazardous Materials.** Unless specified in the scope of services, the disturbance, removal or abatement of asbestos or other hazardous materials is not provided for by the terms and conditions of this Contract and in the event that asbestos or other hazardous material is encountered and/or needs to be disturbed in order to complete this project, it will be treated as “extra Work” under Paragraph 11 of this Contract. Tweet/Garot Mechanical, Inc. may require Owner to be responsible for the removal or abatement of asbestos or any other hazardous materials found on the job site before proceeding.
2. **Arbitration/Dispute Resolution.** If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through informal negotiations, either party may escalate the issue to appropriate senior executive management of the parties, with final resolution targeted within fourteen (14) days of such escalation to senior executive management. In all cases, the parties agree to use good faith efforts to achieve resolution in a timely manner. If a resolution cannot be reached during the foregoing dispute resolution process, either party may commence litigation seeking the appropriate remedies and relief. Tweet/Garot and Owner agree that the federal and state courts located in Brown County, Wisconsin shall have exclusive jurisdiction over any and all disputes arising under or out of this Contract, or any document or instrument executed pursuant hereto or in connection herewith; and each further expressly submits to and agrees not to contest any such court’s exclusive jurisdiction over such matters.
3. **Limitation on Damages.** TWEET/GAROT MECHANICAL, INC. WILL HAVE NO LIABILITY TO OWNER OR ANY OTHER PERSON FOR LOSS OF PROFITS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY OR BREACH OF ANY OTHER PROVISION IN THIS CONTRACT, NEGLIGENCE OR OTHER SORT, OR OTHERWISE, EVEN IF TWEET/GAROT MECHANICAL, INC. HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF POTENTIAL LOSS OR DAMAGE. IN ADDITION, ANY DAMAGES FOR WHICH TWEET/GAROT MECHANICAL, INC. MAY BE LIABLE TO OWNER SHALL NOT, IN ANY EVENT, EXCEED THE TOTAL PRICE OF THE SERVICES PROVIDED BY TWEET/GAROT MECHANICAL, INC.
4. **Reservation of Rights of Dispute.** In the event that Tweet/Garot Mechanical, Inc. is required, or deems it appropriate, to proceed with and complete any Work which is the subject of a dispute between the Owner and Tweet/Garot Mechanical, Inc. as to whether such Work should be classified as a “change” or as an “extra”, Tweet/Garot Mechanical, Inc. may, if it deems it appropriate, but is not required to, proceed with such Work, and therefore or contemporaneously, begin arbitration in accordance with the Construction Industry Rules of the American Arbitration Association, to determine whether such Work is in fact a “change” or an “extra” without waiving any said rights, as well as determining the effect of the extra Work.
5. **Attorney Fees.** In the event legal action or arbitration is instituted for the enforcement of any term or condition of this Contract, the prevailing party shall be entitled to an award of reasonable attorney’s fees in said action or arbitration, in addition to the costs and reasonable expenses incurred in the prosecution or defense of said action or arbitration.

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6. **Removal of Debris.** Upon completion of Work, Tweet/Garot Mechanical, Inc. agrees to remove all of its own debris and surplus materials from Owner's property and leave the property in a neat and clean condition. Tweet/Garot Mechanical, Inc. will not be responsible for any charges for any pro-rated proportion of general clean-up of the premises, nor will it be responsible for the disposal of central scrap piles.
7. **Failure to Make Payments.** If the Owner fails to make the scheduled progress payments as defined in "Schedule of Payments," Tweet/Garot Mechanical, Inc. has the absolute right to cease the performance of any further Work until such time as payment is made. If said payment is more than ten (10) working days late, Tweet/Garot Mechanical, Inc. may treat said lateness as a material breach of this Contract and justifiably refuse to complete the balance of this Contract. Tweet/Garot Mechanical, Inc. may then institute arbitration proceedings as described herein for any and all damages incurred including but not limited to lost profits.
8. **Items Not the Responsibility of Tweet/Garot Mechanical, Inc.** Unless specifically included in the Scope of Services, Tweet/Garot Mechanical, Inc. shall not be held responsible for any violations of applicable building regulations or ordinances, whether cited by the appropriate authority or not. Tweet/Garot Mechanical, Inc. is not responsible for any abnormal or unusual pre-existing conditions.
9. **Excusable Delays.** If Tweet/Garot Mechanical, Inc. is delayed in the performance of the Work by conditions that could not be reasonably foreseen by Tweet/Garot Mechanical, Inc. or are out of the reasonable control of Tweet/Garot Mechanical, Inc., which include, but are not limited to actions taken by Owner, acts of God; fire; explosions or other casualty losses; terrorist acts; strikes, boycotts or other labor disputes; lockouts; hazardous material disturbance, abatement or removal; or acts of governmental bodies, then Owner shall grant Tweet/Garot Mechanical, Inc., a reasonable extension of time. If additional Work or costs are required of, or incurred by Tweet/Garot Mechanical, Inc. as a result of the delay, then Tweet/Garot Mechanical, Inc. shall be entitled to compensation as called for in Paragraph 11.
10. **Safety and OSHA Requirements.** Tweet/Garot Mechanical, Inc. agrees to comply with all local, state and national laws, including without limitation, the provisions of the Accident and Safety Health Act of 1970 and the Construction Safety Act of 1969. Tweet/Garot Mechanical, Inc. is not responsible for any liability caused by the Owner's noncompliance or any noncompliance of Owner's employees, agents, representatives or contractors. Owner shall be responsible to provide to Tweet/Garot Mechanical, Inc. personnel all pertinent Material Safety Data Sheets (MSDS) or OSHA's Hazard Communication Regulations.
11. **Extra Work.** Tweet/Garot Mechanical, Inc. shall provide the labor and materials specified in the Scope of Services. Additional Work not specified in the Contract will be provided only upon written authorization of Owner. However, in the event that the parties cannot agree on the sum necessary to compensate Tweet/Garot Mechanical, Inc. for the extra Work, then Tweet/Garot Mechanical, Inc. shall be paid its actual costs for the additional labor and materials as well as its normal overhead and profit. In the event that an emergency exists, then Tweet/Garot Mechanical, Inc. may proceed upon the verbal authorization of Owner or Owner's job superintendent and request written confirmation of the verbal authorization within 72 hours, which confirmation shall not be unreasonably refused.

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- 12. Protection of Work.** To the extent noted herein, Tweet/Garot Mechanical, Inc. will protect its own Work until completion and acceptance of the Work. To allow Tweet/Garot Mechanical, Inc. to protect the Work, Owner shall provide Tweet/Garot Mechanical, Inc. adequate storage space and security on the construction site. Once Tweet/Garot Mechanical, Inc.'s Work is completed, then the Owner shall be responsible for the protection of the Work, as well as the entire project.

If Tweet/Garot Mechanical, Inc.'s Work is damaged or destroyed as a result of actions beyond the reasonable control of Tweet/Garot Mechanical, Inc. or through the negligence of persons other than Tweet/Garot Mechanical, Inc., then Tweet/Garot Mechanical, Inc. shall repair and replace said damage or destroyed Work but will do so only upon being compensated for same. Compensation shall be treated as extra Work and the compensation shall be determined as provided in Paragraph 11.

- 13. Concealed Conditions.** In the event that Tweet/Garot Mechanical, Inc. encounters rock, groundwater, underground construction utilities or other conditions unknown to Tweet/Garot Mechanical, Inc. and not reasonably foreseeable by Tweet/Garot Mechanical, Inc., then Tweet/Garot Mechanical, Inc. shall immediately stop Work and call Owner's attention to such concealed conditions in writing. The Contract terms will be equitably adjusted in writing.
- 14. Insurance.** Tweet/Garot Mechanical, Inc. will carry worker's compensation insurance to protect Tweet/Garot Mechanical, Inc.'s employees during the progress of the Work. The Owner shall obtain and pay for insurance for injury to its own employees and persons not under the control of Tweet/Garot Mechanical, Inc.
- 15. Indemnification.** The Owner shall indemnify and hold harmless Tweet/Garot Mechanical, Inc. from and against any and all claims arising from Owner's use of the job site, or from the conduct of the Owner's business or from any activity, work or things done, permitted or suffered by Owner or others in or about the job site or elsewhere, and shall further indemnify and hold harmless Tweet/Garot Mechanical, Inc. from and against any and all claims arising from any breach or default in the performance of any obligations on the Owner's part to be performed under the terms of the Contract, or arising from any negligence of the Owner or any of the Owner's agents or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or any action or proceeding brought therein; and in case any action or proceeding be brought against Tweet/Garot Mechanical, Inc. by reason of any such claim. The Owner, upon notice from Tweet/Garot Mechanical, Inc., shall defend same at the Owner's expense by counsel satisfactory to Tweet/Garot Mechanical, Inc.
- 16. Severability.** The terms and conditions of this Contract are severable. The unenforceability, illegality or invalidity of any provision in this Contract will not affect the enforceability, legality or validity of any other provision of this Contract. Each other provision will remain enforceable.
- 17. Entire Agreement.** These terms and conditions and the terms set forth in Tweet/Garot Mechanical, Inc.'s Proposal to Owner are the entire agreement of the parties, supersede any prior agreements relating to the subject matter, and may not be amended or supplemented other than by a written agreement signed

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by each of the parties. CONFLICTING, DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN ANY PURCHASE ORDER OR OTHER DOCUMENT PROPOSED OR RENDERED BY OWNER WILL NOT APPLY AND TWEET/GAROT MECHANICAL, INC. SPECIFICALLY OBJECTS TO SUCH CONFLICTING, DIFFERENT OR ADDITIONAL TERMS.

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FOR OFFICIAL USE ONLY

640 25th Ave. North
Wisconsin Rapids, WI 54495
Office: (715) 887.4400
Fax: (715) 887.3330

804 North 4th Avenue
Edgar, WI 54426
Office: (715) 301.1670
Fax: (715) 352.2370

425 Holton Avenue
Sparta, WI 54656

Mechanical Contractors
ATTN: Estimating Department

Revision: 1
Date: 04/22/22
Proposal Number: 2245076

Subject: Centralia Center Building Controls

Proposal: Complete Control Inc. will provide a BACnet Native Siemens Direct Digital Control System (DDC). All associated installation, programming, and engineering to complete the Siemens Control System is included in this proposal.

Base Bid:	\$ 206,000.00
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- (5) Constant volume rooftop units (RTU-1 thru -4, & -10)
 - DDC
 - (5) Supply fans. Start/stop and status.
 - (5) Bypass motor operated damper (MOD). Damper existing. Includes new actuator.
 - (5) Return MOD. Damper existing. Includes new actuator.
 - (5) Return air CO2.
 - (5) Gas heating.
 - (5) DX cooling. Interlock condensing unit.
- (5) Constant volume rooftop units (RTU-5 thru -9)
 - DDC
 - (5) Supply fans. Start/stop and status.
 - (5) Return MOD. Damper existing. Includes new actuator.
 - (5) Gas heating.
 - (5) Room temperature
 - (5) DX cooling. Interlock condensing unit.
- (3) Energy recovery units (ERV-1 thru -3)
 - DDC
 - (1) Supply fan.
 - (1) Exhaust fan.
 - (1) Wheel.
 - (1) Exhaust MOD. Damper existing. Includes new actuator.
 - (1) Outside MOD. Damper existing. Includes new actuator.
 - Interlock RTU-1, -2 and -10
- (7) Exhaust fans (EF-1 thru 8)
 - DDC
 - (6) MOD. Damper existing. Includes actuator.
 - (2) Monitor temperature and enable EF-6 and -7 based on high limit setpoint.
- (1) Heat plant
 - DDC
 - (2) Boilers
 - (2) Interlock boiler pumps
 - (2) System pumps with VFD.
 - (1) Outside air temperature
 - (1) Differential pressure sensor
 - (1) Emergency shutdown switch
- (32) Variable air volume boxes
 - DDC
 - (32) Valves
- (4) Slave radiation units to variable air volume boxes



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Wisconsin Rapids, WI 54495
Office: (715) 887.4400
Fax: (715) 887.3330

804 North 4th Avenue
Edgar, WI 54426
Office: (715) 301.1670
Fax: (715) 352.2370

425 Holton Avenue
Sparta, WI 54656

- DDC
- (4) Valves
- (4) Cabinet unit heaters
 - DDC
 - (4) Valves
- (1) Radiant ceiling panel (RCP)
 - DDC
 - (1) Valve
- (1) Operator interface
 - Includes license, graphics, and computer
- (4) hours training

Does not include lift rental. Use owners.

Does not include:

- Overtime
- Bid/performance bonds (provided by mechanical contractor)
- Any startup of mechanical equipment
- Fire, smoke and fire/smoke dampers by others
- Fire/smoke damper fire alarm control wiring by others
- Smoke duct detectors by unit manufacturer
- 120 volt control components
- Controls stated to be provided by manufacturer in specifications
- Dampers not listed above are by others
- VFD's, starters, disconnects, combo starter-disconnects by others
- Fire alarm components by others
- Any items not specifically detailed in this quotation are excluded

Proposal Accepted:
Complete Control, Inc. is authorized to proceed.

Proposal Submitted:
Complete Control, Inc.

Buyer: _____	Seller: _____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Complete Control, Inc.

STANDARD TERMS AND CONDITIONS OF SALE

All products and services of Complete Control, Inc. ("Complete Control") are furnished to the buyer ("Buyer") only on the terms and conditions stated in this document and in the applicable Complete Control proposal to the exclusion of any terms and conditions submitted by Buyer in any purchase order or other order documentation, preprinted or otherwise, except as to the identification and quantity of such products and/or services. Complete Control's performance of any contract is expressly conditioned on Buyer's agreement to these terms and conditions of sale, and in the absence of such agreement shall be for Buyer's convenience only, shall not create any contractual obligation, and shall not be construed as acceptance by Complete Control of any of Buyer's terms and conditions printed or stated in its orders. Buyer's signed acceptance of a proposal or submission of a signed purchase order for any products or services of Complete Control shall be deemed acceptance of these standard terms and conditions in their entirety and without alteration or supplementation. These terms and conditions may **not** be altered, supplemented, or amended by the use of any other document(s), and any additional or different terms and conditions contained in any purchase order or other document of Buyer will be null and void.

- 1. Proposal and Prices.** Complete Control's proposal(s) for any identified temperature control materials or software and any related and incidental installation or maintenance services ("Products") are firm for the period, and expire on the date, set forth in the proposal. All typographical or clerical errors are subject to correction. The prices quoted are net F.O.B. from Complete Control's headquarters, Wisconsin Rapids, Wisconsin. Unless expressly indicated otherwise on Complete Control's proposal, the price does not include and Buyer shall be responsible for any and all taxes and duties incurred on the Products and taxes may be added to the proposal to be paid by Buyer.
- 2. Payment Terms, Security Interest and Lien Rights Notice.** Complete Control reserves the right to invoice Buyer monthly as the work progresses, for all Products delivered to the job site or to an off-site facility of Buyer and for all work performed on-site and off-site. Engineering, drafting and other mobilization costs incurred prior to installation shall be included in Complete Control's initial invoice and be equal to twenty-five percent (25%) of the contract price. Invoices are due upon receipt by Buyer. If Buyer becomes overdue on any progress payment, Complete Control shall be entitled to suspend or work or terminate the agreement, and shall be entitled to interest at the annual rate of 18% or the maximum otherwise permitted by the State of Wisconsin, whichever is larger, in addition to any and all other remedies available under this agreement.

If requested, Buyer shall furnish Complete Control with all information, including financial statements, necessary to make a proper credit appraisal. Refusal to do so shall be grounds for termination of this agreement.

As required by the Wisconsin construction lien law, Complete Control also hereby notifies Buyer that persons or companies furnishing labor or materials for the construction on Buyer's land may have lien rights on Buyer's land and buildings if not paid. Those entitled to lien rights, in addition to Complete Control, are those who contract directly with the Buyer or those who give the Buyer notice within 60 days after they first furnish labor and materials for the construction. Accordingly, Buyer probably will receive notices from those who furnish labor and materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Complete Control agrees to cooperate with the Buyer and the Buyer's lender, if any, to see that all lien claimants are duly paid.

- 3. Software License.** In the event software is included within the Products provided, Complete Control grants to Buyer a nonexclusive and nontransferable license to use the Software, but only to the extent allowed under and subject to the licensing terms of the original software manufacture.
- 4. Warranty.** (a) **Product Warranty.** For a period of 12 months from the date of installation of the Products, Complete Control warrants that the Products will be free from defects in material and workmanship. If such defects are revealed within the 12 month period and brought by Buyer to the attention of Complete Control, Complete Control will repair or replace the Products at its cost.

This Product Warranty is subject to the following conditions: the Products (i) if not installed by Complete Control, are to be installed in accordance with all Complete Control's and the original manufacturer's instructions; (ii) is to be operated only by personnel duly trained in the proper operation of the Products; (iii) is to be operated according to all operation manuals provided with the Products; and (iv) is to be maintained in strict compliance with all recommended and scheduled maintenance instructions provided with the Products.

(b) **Exclusions.** Warranty coverage does not include any defect or performance deficiency which is the direct or indirect result of (i) accident, abuse or misuse; (ii) operation of the Products outside of specified environmental, electrical, or performance requirements, conditions, capabilities, or standards; (iii) power fluctuation or failure; (iv) vandalism or any other damage or alteration of the Products by the persons other than Complete Control employees; (v) combination of incompatible products; (vi) fires, floods, decomposition by chemical or galvanic action and other natural causes; or (vii) damage, neglect, alteration, or any impairment of the Products resulting from (a) causes or conditions not associated with ordinary storage, handling, installation, maintenance, service, or use, or (b) maintenance or service by any party other than Complete Control and its authorized personnel, (c) any acts, omissions, causes, or events beyond the control of Complete Control. Complete Control retains the right to seek reimbursement under any warranty issued of the original manufacturer of any Product subject to a warranty claim. In addition, alteration or removal of any serial number, identification mark or patent marking voids Complete Control's warranty.

(c) **Disclaimer.**

THE WARRANTIES SET FORTH ABOVE ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR PARTICULAR PURPOSE. COMPLETE CONTROL NEITHER ASSUMES (NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT) ANY OTHER WARRANTY IN CONNECTION WITH THE PRODUCTS. CUSTOMER'S SOLE REMEDIES FOR BREACH OF SUCH WARRANTIES ARE SET FORTH IN THIS WARRANTY, AND SUCH REMEDIES ARE SUBJECT TO THE TERMS AND LIMITATIONS OF SECTION 5, BELOW.

5. Damages and Liability.

COMPLETE CONTROL'S TOTAL LIABILITY IN DAMAGES OR OTHERWISE FOR ANY CLAIM ARISING FROM OR IN CONNECTION WITH THE PRODUCTS OR ANY SERVICES PROVIDED BY COMPLETE CONTROL IN CONNECTION THEREWITH SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY COMPLETE CONTROL FOR SUCH PRODUCTS OR SERVICES. IN NO EVENT SHALL COMPLETE CONTROL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOST REVENUES, LOST PROFITS, DAMAGE TO ASSOCIATED PRODUCTS OR FACILITIES, COSTS OF REPLACEMENT POWER, COSTS ASSOCIATED WITH DOWNTIME, AND ANY SIMILAR OR DISSIMILAR DAMAGES, EXPENSES, OR LOSSES, AND REGARDLESS OF HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. It is expressly recognized and agreed by the parties that the predominant purpose of this agreement is the provision of goods. Liability to third parties for bodily injury or death resulting from Complete Control's performance or Products shall not be affected by the limitations set forth above in this Section 5 and shall be determined in accordance with Section 6, below, in proportion to Complete Control's relative fault under applicable law.

- 6. Indemnity.** With respect to bodily injury to or death of third parties, Buyer shall be responsible for all liability for damages arising from or in any way related to the use or operation of any Products by Buyer, its employees, agents, and other non-Complete Control personnel. Notwithstanding the foregoing and notwithstanding any fault or neglect attributable to Complete Control, Complete Control shall have no responsibility whatsoever for, and Buyer shall indemnify, defend, and hold Complete Control harmless from, any and all damages or injury that arises from or relates to any use, operation, or service of any Products contrary to written warning or instructions given by Complete Control with respect to such Products, including but not

limited to unauthorized use and/or modification of any Products or components thereof.

7. **Cancellation Before Full Performance.** If the Buyer cancels this contract before complete performance, the Buyer shall pay to Complete Control, as liquidated damages, in lieu of any and all other remedies, (a) 25% of the full contract price for engineering, drafting and mobilization costs, and if Complete Control has commenced post-mobilization work, that percentage of the full contract price as is equal to the percentage of such work then completed and in place at the time of cancellation, and (b) the costs which the Complete Control shall have incurred at the time of such cancellation by reason of its having ordered materials and supplies required to effect its performance under this agreement, provided that no payment for such costs shall be required until such time as such materials and supplies in question shall have been delivered to the jobsite or to such alternative site as the Buyer may reasonably direct.
8. **Changes.** Without nullifying this agreement, the Buyer may make reasonable changes adding to the scope of the work performed or Products provided under this agreement (an "extra"). Buyer's authorization for an extra may be oral or in writing. Absent a contemporaneous agreement on the price of such extra at the time of authorization, through such authorization, Buyer commits to compensate Complete Control for the reasonable cost of such extra, plus a reasonable markup for Complete Control's general conditions and overhead. Complete Control's proposals are based on straight-time labor, and any request by Buyer for overtime work shall also constitute an extra.
9. **Limitation of Claims.** No claims, regardless of form, arising out of or in connection with the Products or services provided by Complete Control may be brought against Complete Control more than one year after the earlier of the date on which the cause of action accrued or the date on which Complete Control's performance with respect to such Products or services was completed or terminated.
10. **Dispute Resolution and Fee Shifting.** Buyer agrees that in the event of a dispute between the Buyer and Complete Control in any way arising from this agreement or either parties' performance there under, that at Complete Control's option and request the parties shall submit said dispute to binding arbitration in Madison, Wisconsin. The arbitrator shall have at least 10 years of experience mediating and arbitrating construction disputes and shall be selected by mutual agreement of the Buyer and Complete Control. If the parties can not come to a mutual agreement on an arbitrator the arbitrator shall be appointed by application to a circuit court judge for Dane County. The binding arbitration shall be conducted in accordance with the Wisconsin Rules for Arbitration of Construction Disputes. In the event Complete Control prevails, in whole or in part, in the arbitration with the Buyer, the Buyer shall be required by the arbitration award to reimburse Complete Control for all of Complete Control's costs and expenses, including attorneys fees, incurred by Complete Control in connection with any and all disputes between Complete Control and Buyer in any way arising from this subcontract or the parties' performance there under.
11. **Governing Law, Compliance with Laws.** These terms and conditions shall be governed by and construed in accordance with the laws of the State of Wisconsin.
12. **Miscellaneous.** (a) **Performance.** Complete Control shall not be liable for any loss, damage, delay or other default in delivery or performance that is due to unforeseen circumstances, or to causes beyond its control, including without limitation, strike, lockout, riot, war, civil unrest, fire, flood, and other similar and dissimilar natural causes, act of God, acts of third parties, sabotage, vandalism, embargoes, labor disputes, unforeseen delays in obtaining any permits or licenses, or other delays caused by government action or inaction or contractors or subcontractors (other than those contractors or subcontractors under the control of Complete Control), acts of civil or military authorities, and any other cause or condition beyond Complete Control's reasonable control. Provided any such delay or default is neither material nor indefinite, the time for Complete Control's performance shall be extended for a commercially reasonable period of time and thereafter Buyer shall accept performance hereunder. In the event of delay occasioned in whole or in part by factors under the control of the Buyer, Complete Control shall be entitled both to an extension of time to perform as well as compensation as an extra.

(b) **Default.** Buyer's failure to either make any payment when due or comply with any other material term or condition of these terms and conditions shall constitute default. If Buyer has not cured the default within 30 days after Complete Control gives written notice of such default, Complete Control may, in addition to any other rights and remedies provided herein or under law, terminate the agreement between itself and Buyer and terminate its obligations to perform thereunder by giving Buyer written notice to take effect upon receipt. In such event, and in addition to any other damages provided herein or allowed under applicable law, Complete Control shall recover all costs, expenses, and attorney fees incurred in connection with such default and termination.

(c) **Changes.** Prior to delivery, Complete Control may change the construction, design or configuration of the Products without notice to Buyer as long as the general function of the Products is not thereby altered. If, prior to delivery, the general function of the Products will be altered by a change in construction, design, or configuration then Complete Control shall notify Buyer, and Buyer shall then have the option to terminate the agreement between itself and Complete Control for such Products and recover any and all monies paid to Complete Control thereunder.

(d) **Assignment.** Neither party may assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Complete Control may, without the prior approval of Buyer, assign its rights and obligations hereunder to a surviving corporation in the event of a merger or consolidation between Complete Control and the surviving corporation or to an entity that acquires substantially all the assets of Complete Control relating to the subject matter hereof; provided that the surviving corporation or an entity that acquires substantially all the assets of Complete Control shall assume all the duties, liabilities and obligations of Complete Control hereunder.

(e) **Waiver.** The failure of Buyer or Complete Control at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. The waiver of any remedy with respect to any default will not be taken as a waiver of any remedy for any succeeding default. Unless otherwise provided herein, no limitation or restriction on the remedies available to either party is intended by these terms and conditions.

(f) **Invalidity and Interpretation.** The invalidity or unenforceability of any provision hereof, whether in whole or in part, for any reason, will not affect the remaining provisions, and all terms and conditions will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of the Products and services provided hereunder or similar or dissimilar Products, goods, or services shall not serve as references in interpreting the terms and conditions hereof.

(g) **Entire Agreement.** These terms and conditions together with the applicable proposal(s) for Products and any related documents expressly agreed to in writing by the parties contain the complete and exclusive statement of the terms of agreement of the parties with respect to the subject matter hereof and supersede all prior understandings, representations, and warranties, written or oral.

(h) **Survival.** The provisions of, and respective obligations of the parties under, Sections 2, and 5 through 12, inclusive, shall survive any termination this agreement with respect to the Products or services of Complete Control.

(i) **Conflicts.** In the event of any ambiguity or conflict between or among these terms and conditions, Complete Control's proposal(s) for the Product(s), and any other agreement or writing signed by Complete Control, the express terms of the proposal, and if there are no such terms with respect to the subject matter in question, these Standard Terms and Conditions shall govern and control. In no event, however, shall any additional, differing, conflicting, supplemental or other terms and conditions stated in any purchase order, acknowledgment, contract or other document issued by Buyer have any effect or bind Complete Control unless such terms are specifically accepted in writing by the President of Complete Control.



640 25th Avenue North
Wisconsin Rapids, WI 54495
(715) 887.4400
Fax (715) 887.3330

804 North 4th Avenue
Edgar, WI 54426
(715) 301.1670
Fax (715) 352.2370

425 Holton Avenue
Sparta, WI 54656

Attn: Jacob Klingforth
City of Wisconsin Rapids
444 West Grand Ave
Wisconsin Rapids, WI 5449

Revision: 1
Date: 04/22/22
Proposal Number: 2145124a

Included:

- Provide two (2) workers for one (1) eight (8) hour day.
- Assist in putting HVAC units on the roof and setting the units in place.

Excluded:

- Crane

Budget Total: \$ 2,400.00

Thank you for the opportunity to quote the above-mentioned project for you.
Work to be performed during normal business hours Monday – Friday.

This proposal is conditioned on acceptance of the attached Terms and Conditions of Sale, which are
Incorporated into this agreement by reference in full upon written acceptance by Buyer.

Proposal Accepted:
Complete Control, Inc. is authorized to proceed.

Proposal Submitted:
Complete Control, Inc.

Buyer _____

Seller: Complete Control, Inc.

By _____

By: Brad Behrens

Title _____

Title: Sales Engineer

Date _____

Date: 04/22/22

This proposal may be withdrawn by Complete Control Inc. if not accepted within (30) days

Complete Control, Inc.

STANDARD TERMS AND CONDITIONS OF SALE

All products and services of Complete Control, Inc. ("Complete Control") are furnished to the buyer ("Buyer") only on the terms and conditions stated in this document and in the applicable Complete Control proposal to the exclusion of any terms and conditions submitted by Buyer in any purchase order or other order documentation, preprinted or otherwise, except as to the identification and quantity of such products and/or services. Complete Control's performance of any contract is expressly conditioned on Buyer's agreement to these terms and conditions of sale, and in the absence of such agreement shall be for Buyer's convenience only, shall not create any contractual obligation, and shall not be construed as acceptance by Complete Control of any of Buyer's terms and conditions printed or stated in its orders. Buyer's signed acceptance of a proposal or submission of a signed purchase order for any products or services of Complete Control shall be deemed acceptance of these standard terms and conditions in their entirety and without alteration or supplementation. These terms and conditions may **not** be altered, supplemented, or amended by the use of any other document(s), and any additional or different terms and conditions contained in any purchase order or other document of Buyer will be null and void.

1. Proposal and Prices. Complete Control's proposal(s) for any identified temperature control materials or software and any related and incidental installation or maintenance services ("Products") are firm for the period, and expire on the date, set forth in the proposal. All typographical or clerical errors are subject to correction. The prices quoted are net F.O.B. from Complete Control's headquarters, Wisconsin Rapids, Wisconsin. Unless expressly indicated otherwise on Complete Control's proposal, the price does not include and Buyer shall be responsible for any and all taxes and duties incurred on the Products and taxes may be added to the proposal to be paid by Buyer.

2. Payment Terms, Security Interest and Lien Rights Notice. Complete Control reserves the right to invoice Buyer monthly as the work progresses, for all Products delivered to the job site or to an off-site facility of Buyer and for all work performed on-site and off-site. Engineering, drafting and other mobilization costs incurred prior to installation shall be included in Complete Control's initial invoice and be equal to twenty-five percent (25%) of the contract price. Invoices are due upon receipt by Buyer. If Buyer becomes overdue on any progress payment, Complete Control shall be entitled to suspend or work or terminate the agreement, and shall be entitled to interest at the annual rate of 18% or the maximum otherwise permitted by the State of Wisconsin, whichever is larger, in addition to any and all other remedies available under this agreement.

If requested, Buyer shall furnish Complete Control with all information, including financial statements, necessary to make a proper credit appraisal. Refusal to do so shall be grounds for termination of this agreement.

As required by the Wisconsin construction lien law, Complete Control also hereby notifies Buyer that persons or companies furnishing labor or materials for the construction on Buyer's land may have lien rights on Buyer's land and buildings if not paid. Those entitled to lien rights, in addition to Complete Control, are those who contract directly with the Buyer or those who give the Buyer notice within 60 days after they first furnish labor and materials for the construction. Accordingly, Buyer probably will receive notices from those who furnish labor and materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Complete Control agrees to cooperate with the Buyer and the Buyer's lender, if any, to see that all lien claimants are duly paid.

3. Software License. In the event software is included within the Products provided, Complete Control grants to Buyer a nonexclusive and nontransferable license to use the Software, but only to the extent allowed under and subject to the licensing terms of the original software manufacture.

4. Warranty. (a) Product Warranty. For a period of 12 months from the date of installation of the Products, Complete Control warrants that the Products will be free from defects in material and workmanship. If such defects are revealed within the 12 month period and brought by Buyer to the attention of Complete Control, Complete Control will repair or replace the Products at its cost.

This Product Warranty is subject to the following conditions: the Products (i) if not installed by Complete Control, are to be installed in accordance with all Complete Control's and the original manufacturer's instructions; (ii) is to be operated only by personnel duly trained in the proper operation of the Products; (iii) is to be operated according to all operation manuals provided with the Products; and (iv) is to be maintained in strict compliance with all recommended and scheduled maintenance instructions provided with the Products.

(b) Exclusions. Warranty coverage does not include any defect or performance deficiency which is the direct or indirect result of (i) accident, abuse or misuse; (ii) operation of the Products outside of specified environmental, electrical, or performance requirements, conditions, capabilities, or standards; (iii) power fluctuation or failure; (iv) vandalism or any other damage or alteration of the Products by the persons other than Complete Control employees; (v) combination of incompatible products; (vi) fires, floods, decomposition by chemical or galvanic action and other natural causes; or (vii) damage, neglect, alteration, or any impairment of the Products resulting from (a) causes or conditions not associated with ordinary storage, handling, installation, maintenance, service, or use, or (b) maintenance or service by any party other than Complete Control and its authorized personnel, (c) any acts, omissions, causes, or events beyond the control of Complete Control. Complete Control retains the right to seek reimbursement under any warranty issued of the original manufacturer of any Product subject to a warranty claim. In addition, alteration or removal of any serial number, identification mark or patent marking voids Complete Control's warranty.

(c) Disclaimer.

THE WARRANTIES SET FORTH ABOVE ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR PARTICULAR PURPOSE. COMPLETE CONTROL NEITHER ASSUMES (NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT) ANY OTHER WARRANTY IN CONNECTION WITH THE PRODUCTS. CUSTOMER'S SOLE REMEDIES FOR BREACH OF SUCH WARRANTIES ARE SET FORTH IN THIS WARRANTY, AND SUCH REMEDIES ARE SUBJECT TO THE TERMS AND LIMITATIONS OF SECTION 5, BELOW.

5. Damages and Liability.

COMPLETE CONTROL'S TOTAL LIABILITY IN DAMAGES OR OTHERWISE FOR ANY CLAIM ARISING FROM OR IN CONNECTION WITH THE PRODUCTS OR ANY SERVICES PROVIDED BY COMPLETE CONTROL IN CONNECTION THEREWITH SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY COMPLETE CONTROL FOR SUCH PRODUCTS OR SERVICES. IN NO EVENT SHALL COMPLETE CONTROL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOST REVENUES, LOST PROFITS, DAMAGE TO ASSOCIATED PRODUCTS OR FACILITIES, COSTS OF REPLACEMENT POWER, COSTS ASSOCIATED WITH DOWNTIME, AND ANY SIMILAR OR DISSIMILAR DAMAGES, EXPENSES, OR LOSSES, AND REGARDLESS OF HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. It is expressly recognized and agreed by the parties that the predominant purpose of this agreement is the provision of goods. Liability to third parties for bodily injury or death resulting from Complete Control's performance or Products shall not be affected by the limitations set forth above in this Section 5 and shall be determined in accordance with Section 6, below, in proportion to Complete Control's relative fault under applicable law.

6. Indemnity. With respect to bodily injury to or death of third parties, Buyer shall be responsible for all liability for damages arising from or in any way related to the use or operation of any Products by Buyer, its employees, agents, and other non-Complete Control personnel. Notwithstanding the foregoing and notwithstanding any fault or neglect attributable to Complete Control, Complete Control shall have no responsibility whatsoever for, and Buyer shall indemnify, defend, and hold Complete Control harmless from, any and all damages or injury that arises from or relates to any use, operation, or service of any Products contrary to written warning or instructions given by

Complete Control with respect to such Products, including but not limited to unauthorized use and/or modification of any Products or components thereof.

- 7. Cancellation Before Full Performance.** If the Buyer cancels this contract before complete performance, the Buyer shall pay to Complete Control, as liquidated damages, in lieu of any and all other remedies, (a) 25% of the full contract price for engineering, drafting and mobilization costs, and if Complete Control has commenced post-mobilization work, that percentage of the full contract price as is equal to the percentage of such work then completed and in place at the time of cancellation, and (b) the costs which the Complete Control shall have incurred at the time of such cancellation by reason of its having ordered materials and supplies required to effect its performance under this agreement, provided that no payment for such costs shall be required until such time as such materials and supplies in question shall have been delivered to the jobsite or to such alternative site as the Buyer may reasonably direct.
- 8. Changes.** Without nullifying this agreement, the Buyer may make reasonable changes adding to the scope of the work performed or Products provided under this agreement (an "extra"). Buyer's authorization for an extra may be oral or in writing. Absent a contemporaneous agreement on the price of such extra at the time of authorization, through such authorization, Buyer commits to compensate Complete Control for the reasonable cost of such extra, plus a reasonable markup for Complete Control's general conditions and overhead. Complete Control's proposals are based on straight-time labor, and any request by Buyer for overtime work shall also constitute an extra.
- 9. Limitation of Claims.** No claims, regardless of form, arising out of or in connection with the Products or services provided by Complete Control may be brought against Complete Control more than one year after the earlier of the date on which the cause of action accrued or the date on which Complete Control's performance with respect to such Products or services was completed or terminated.
- 10. Dispute Resolution and Fee Shifting.** Buyer agrees that in the event of a dispute between the Buyer and Complete Control in any way arising from this agreement or either parties' performance there under, that at Complete Control's option and request the parties shall submit said dispute to binding arbitration in Madison, Wisconsin. The arbitrator shall have at least 10 years of experience mediating and arbitrating construction disputes and shall be selected by mutual agreement of the Buyer and Complete Control. If the parties can not come to a mutual agreement on an arbitrator the arbitrator shall be appointed by application to a circuit court judge for Dane County. The binding arbitration shall be conducted in accordance with the Wisconsin Rules for Arbitration of Construction Disputes. In the event Complete Control prevails, in whole or in part, in the arbitration with the Buyer, the Buyer shall be required by the arbitration award to reimburse Complete Control for all of Complete Control's costs and expenses, including attorneys fees, incurred by Complete Control in connection with any and all disputes between Complete Control and Buyer in any way arising from this subcontract or the parties' performance there under.
- 11. Governing Law, Compliance with Laws.** These terms and conditions shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- 12. Miscellaneous.** (a) Performance. Complete Control shall not be liable for any loss, damage, delay or other default in delivery or performance that is due to unforeseen circumstances, or to causes beyond its control, including without limitation, strike, lockout, riot, war, civil unrest, fire, flood, and other similar and dissimilar natural causes, act of God, acts of third parties, sabotage, vandalism, embargoes, labor disputes, unforeseen delays in obtaining any permits or licenses, or other delays caused by government action or inaction or contractors or subcontractors (other than those contractors or subcontractors under the control of Complete Control), acts of civil or military authorities, and any other cause or condition beyond Complete Control's reasonable control. Provided any such delay or default is neither material nor indefinite, the time for Complete Control's performance shall be extended for a commercially reasonable period of time and thereafter Buyer shall accept performance hereunder. In the event of delay occasioned in whole or in part by factors under the control of the Buyer,

Complete Control shall be entitled both to an extension of time to perform as well as compensation as an extra.

(b) Default. Buyer's failure to either make any payment when due or comply with any other material term or condition of these terms and conditions shall constitute default. If Buyer has not cured the default within 30 days after Complete Control gives written notice of such default, Complete Control may, in addition to any other rights and remedies provided herein or under law, terminate the agreement between itself and Buyer and terminate its obligations to perform thereunder by giving Buyer written notice to take effect upon receipt. In such event, and in addition to any other damages provided herein or allowed under applicable law, Complete Control shall recover all costs, expenses, and attorney fees incurred in connection with such default and termination.

(c) Changes. Prior to delivery, Complete Control may change the construction, design or configuration of the Products without notice to Buyer as long as the general function of the Products is not thereby altered. If, prior to delivery, the general function of the Products will be altered by a change in construction, design, or configuration then Complete Control shall notify Buyer, and Buyer shall then have the option to terminate the agreement between itself and Complete Control for such Products and recover any and all monies paid to Complete Control thereunder.

(d) Assignment. Neither party may assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Complete Control may, without the prior approval of Buyer, assign its rights and obligations hereunder to a surviving corporation in the event of a merger or consolidation between Complete Control and the surviving corporation or to an entity that acquires substantially all the assets of Complete Control relating to the subject matter hereof; provided that the surviving corporation or an entity that acquires substantially all the assets of Complete Control shall assume all the duties, liabilities and obligations of Complete Control hereunder.

(e) Waiver. The failure of Buyer or Complete Control at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. The waiver of any remedy with respect to any default will not be taken as a waiver of any remedy for any succeeding default. Unless otherwise provided herein, no limitation or restriction on the remedies available to either party is intended by these terms and conditions.

(f) Invalidity and Interpretation. The invalidity or unenforceability of any provision hereof, whether in whole or in part, for any reason, will not affect the remaining provisions, and all terms and conditions will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of the Products and services provided hereunder or similar or dissimilar Products, goods, or services shall not serve as references in interpreting the terms and conditions hereof.

(g) Entire Agreement. These terms and conditions together with the applicable proposal(s) for Products and any related documents expressly agreed to in writing by the parties contain the complete and exclusive statement of the terms of agreement of the parties with respect to the subject matter hereof and supersede all prior understandings, representations, and warranties, written or oral.

(h) Survival. The provisions of, and respective obligations of the parties under, Sections 2, and 5 through 12, inclusive, shall survive any termination this agreement with respect to the Products or services of Complete Control.

(i) Conflicts. In the event of any ambiguity or conflict between or among these terms and conditions, Complete Control's proposal(s) for the Product(s), and any other agreement or writing signed by Complete Control, the express terms of the proposal, and if there are no such terms with respect to the subject matter in question, these Standard Terms and Conditions shall govern and control. In no event, however, shall any additional, differing, conflicting, supplemental or other terms and conditions stated in any purchase order, acknowledgment, contract or other document issued by Buyer have any effect or bind Complete Control unless such terms are specifically accepted in writing by the President of Complete Control.

Attn: Jacob Klingforth
City of Wisconsin Rapids
444 West Grand Ave
Wisconsin Rapids, WI 5449

Revision: 1
Date: 04/22/22
Proposal Number: 2245076b

Included:

- Provide six (6) Trane HVAC packaged rooftop units to replace existing units
 - All units
 - Gas/electric, standard efficiency, downflow, 460/60/3
 - 1 set of 2" throwaway filters
 - 1 year parts only warranty on entire unit. Refrigerant and labor not included.
 - 2-5th year compressor parts only warranty. Refrigerant and labor not included.
 - Shipping to Site
 - RTU-01
 - 20 Ton, Gas Heat-High
 - RTU-02
 - 17.5 Ton, Gas Heat-High
 - Curb Adaptor
 - RTU-03
 - 17.5 Ton, Gas Heat-Low
 - Curb Adaptor
 - RTU-04
 - 25 Ton, Gas Heat-High
 - RTU-05
 - 12.5 Ton, Gas Heat-High
 - RTU-06
 - 25 Ton, Gas Heat-High

Excluded:

- Crane
- Installation Labor
- Controls
- Electrical

Budget Total: \$ 134,942.00

Note: current lead times are at 24 weeks + shipping



640 25th Avenue North
Wisconsin Rapids, WI 54495
(715) 887.4400
Fax (715) 887.3330

804 North 4th Avenue
Edgar, WI 54426
(715) 301.1670
Fax (715) 352.2370

425 Holton Avenue
Sparta, WI 54656

Thank you for the opportunity to quote the above-mentioned project for you.
Work to be performed during normal business hours Monday – Friday.

This proposal is conditioned on acceptance of the attached Terms and Conditions of Sale, which are
Incorporated into this agreement by reference in full upon written acceptance by Buyer.

Proposal Accepted:
Complete Control, Inc. is authorized to proceed.

Proposal Submitted:
Complete Control, Inc.

Buyer _____ **Seller: Complete Control, Inc.**

By _____ **By: Brad Behrens**

Title _____ **Title: Sales Engineer**

Date _____ **Date: 04/22/22**

This proposal may be withdrawn by Complete Control Inc. if not accepted within (30) days

Complete Control, Inc.

STANDARD TERMS AND CONDITIONS OF SALE

All products and services of Complete Control, Inc. ("Complete Control") are furnished to the buyer ("Buyer") only on the terms and conditions stated in this document and in the applicable Complete Control proposal to the exclusion of any terms and conditions submitted by Buyer in any purchase order or other order documentation, preprinted or otherwise, except as to the identification and quantity of such products and/or services. Complete Control's performance of any contract is expressly conditioned on Buyer's agreement to these terms and conditions of sale, and in the absence of such agreement shall be for Buyer's convenience only, shall not create any contractual obligation, and shall not be construed as acceptance by Complete Control of any of Buyer's terms and conditions printed or stated in its orders. Buyer's signed acceptance of a proposal or submission of a signed purchase order for any products or services of Complete Control shall be deemed acceptance of these standard terms and conditions in their entirety and without alteration or supplementation. These terms and conditions may **not** be altered, supplemented, or amended by the use of any other document(s), and any additional or different terms and conditions contained in any purchase order or other document of Buyer will be null and void.

1. Proposal and Prices. Complete Control's proposal(s) for any identified temperature control materials or software and any related and incidental installation or maintenance services ("Products") are firm for the period, and expire on the date, set forth in the proposal. All typographical or clerical errors are subject to correction. The prices quoted are net F.O.B. from Complete Control's headquarters, Wisconsin Rapids, Wisconsin. Unless expressly indicated otherwise on Complete Control's proposal, the price does not include and Buyer shall be responsible for any and all taxes and duties incurred on the Products and taxes may be added to the proposal to be paid by Buyer.

2. Payment Terms, Security Interest and Lien Rights Notice. Complete Control reserves the right to invoice Buyer monthly as the work progresses, for all Products delivered to the job site or to an off-site facility of Buyer and for all work performed on-site and off-site. Engineering, drafting and other mobilization costs incurred prior to installation shall be included in Complete Control's initial invoice and be equal to twenty-five percent (25%) of the contract price. Invoices are due upon receipt by Buyer. If Buyer becomes overdue on any progress payment, Complete Control shall be entitled to suspend or work or terminate the agreement, and shall be entitled to interest at the annual rate of 18% or the maximum otherwise permitted by the State of Wisconsin, whichever is larger, in addition to any and all other remedies available under this agreement.

If requested, Buyer shall furnish Complete Control with all information, including financial statements, necessary to make a proper credit appraisal. Refusal to do so shall be grounds for termination of this agreement.

As required by the Wisconsin construction lien law, Complete Control also hereby notifies Buyer that persons or companies furnishing labor or materials for the construction on Buyer's land may have lien rights on Buyer's land and buildings if not paid. Those entitled to lien rights, in addition to Complete Control, are those who contract directly with the Buyer or those who give the Buyer notice within 60 days after they first furnish labor and materials for the construction. Accordingly, Buyer probably will receive notices from those who furnish labor and materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Complete Control agrees to cooperate with the Buyer and the Buyer's lender, if any, to see that all lien claimants are duly paid.

3. Software License. In the event software is included within the Products provided, Complete Control grants to Buyer a nonexclusive and nontransferable license to use the Software, but only to the extent allowed under and subject to the licensing terms of the original software manufacture.

4. Warranty. (a) Product Warranty. For a period of 12 months from the date of installation of the Products, Complete Control warrants that the Products will be free from defects in material and workmanship. If such defects are revealed within the 12 month period and brought by Buyer to the attention of Complete Control, Complete Control will repair or replace the Products at its cost.

This Product Warranty is subject to the following conditions: the Products (i) if not installed by Complete Control, are to be installed in accordance with all Complete Control's and the original manufacturer's instructions; (ii) is to be operated only by personnel duly trained in the proper operation of the Products; (iii) is to be operated according to all operation manuals provided with the Products; and (iv) is to be maintained in strict compliance with all recommended and scheduled maintenance instructions provided with the Products.

(b) Exclusions. Warranty coverage does not include any defect or performance deficiency which is the direct or indirect result of (i) accident, abuse or misuse; (ii) operation of the Products outside of specified environmental, electrical, or performance requirements, conditions, capabilities, or standards; (iii) power fluctuation or failure; (iv) vandalism or any other damage or alteration of the Products by the persons other than Complete Control employees; (v) combination of incompatible products; (vi) fires, floods, decomposition by chemical or galvanic action and other natural causes; or (vii) damage, neglect, alteration, or any impairment of the Products resulting from (a) causes or conditions not associated with ordinary storage, handling, installation, maintenance, service, or use, or (b) maintenance or service by any party other than Complete Control and its authorized personnel, (c) any acts, omissions, causes, or events beyond the control of Complete Control. Complete Control retains the right to seek reimbursement under any warranty issued of the original manufacturer of any Product subject to a warranty claim. In addition, alteration or removal of any serial number, identification mark or patent marking voids Complete Control's warranty.

(c) Disclaimer.

THE WARRANTIES SET FORTH ABOVE ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR PARTICULAR PURPOSE. COMPLETE CONTROL NEITHER ASSUMES (NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT) ANY OTHER WARRANTY IN CONNECTION WITH THE PRODUCTS. CUSTOMER'S SOLE REMEDIES FOR BREACH OF SUCH WARRANTIES ARE SET FORTH IN THIS WARRANTY, AND SUCH REMEDIES ARE SUBJECT TO THE TERMS AND LIMITATIONS OF SECTION 5, BELOW.

5. Damages and Liability.

COMPLETE CONTROL'S TOTAL LIABILITY IN DAMAGES OR OTHERWISE FOR ANY CLAIM ARISING FROM OR IN CONNECTION WITH THE PRODUCTS OR ANY SERVICES PROVIDED BY COMPLETE CONTROL IN CONNECTION THEREWITH SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY COMPLETE CONTROL FOR SUCH PRODUCTS OR SERVICES. IN NO EVENT SHALL COMPLETE CONTROL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOST REVENUES, LOST PROFITS, DAMAGE TO ASSOCIATED PRODUCTS OR FACILITIES, COSTS OF REPLACEMENT POWER, COSTS ASSOCIATED WITH DOWNTIME, AND ANY SIMILAR OR DISSIMILAR DAMAGES, EXPENSES, OR LOSSES, AND REGARDLESS OF HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. It is expressly recognized and agreed by the parties that the predominant purpose of this agreement is the provision of goods. Liability to third parties for bodily injury or death resulting from Complete Control's performance or Products shall not be affected by the limitations set forth above in this Section 5 and shall be determined in accordance with Section 6, below, in proportion to Complete Control's relative fault under applicable law.

6. Indemnity. With respect to bodily injury to or death of third parties, Buyer shall be responsible for all liability for damages arising from or in any way related to the use or operation of any Products by Buyer, its employees, agents, and other non-Complete Control personnel. Notwithstanding the foregoing and notwithstanding any fault or neglect attributable to Complete Control, Complete Control shall have no responsibility whatsoever for, and Buyer shall indemnify, defend, and hold Complete Control harmless from, any and all damages or injury that arises from or relates to any use, operation, or service of any Products contrary to written warning or instructions given by

Complete Control with respect to such Products, including but not limited to unauthorized use and/or modification of any Products or components thereof.

- 7. Cancellation Before Full Performance.** If the Buyer cancels this contract before complete performance, the Buyer shall pay to Complete Control, as liquidated damages, in lieu of any and all other remedies, (a) 25% of the full contract price for engineering, drafting and mobilization costs, and if Complete Control has commenced post-mobilization work, that percentage of the full contract price as is equal to the percentage of such work then completed and in place at the time of cancellation, and (b) the costs which the Complete Control shall have incurred at the time of such cancellation by reason of its having ordered materials and supplies required to effect its performance under this agreement, provided that no payment for such costs shall be required until such time as such materials and supplies in question shall have been delivered to the jobsite or to such alternative site as the Buyer may reasonably direct.
- 8. Changes.** Without nullifying this agreement, the Buyer may make reasonable changes adding to the scope of the work performed or Products provided under this agreement (an "extra"). Buyer's authorization for an extra may be oral or in writing. Absent a contemporaneous agreement on the price of such extra at the time of authorization, through such authorization, Buyer commits to compensate Complete Control for the reasonable cost of such extra, plus a reasonable markup for Complete Control's general conditions and overhead. Complete Control's proposals are based on straight-time labor, and any request by Buyer for overtime work shall also constitute an extra.
- 9. Limitation of Claims.** No claims, regardless of form, arising out of or in connection with the Products or services provided by Complete Control may be brought against Complete Control more than one year after the earlier of the date on which the cause of action accrued or the date on which Complete Control's performance with respect to such Products or services was completed or terminated.
- 10. Dispute Resolution and Fee Shifting.** Buyer agrees that in the event of a dispute between the Buyer and Complete Control in any way arising from this agreement or either parties' performance there under, that at Complete Control's option and request the parties shall submit said dispute to binding arbitration in Madison, Wisconsin. The arbitrator shall have at least 10 years of experience mediating and arbitrating construction disputes and shall be selected by mutual agreement of the Buyer and Complete Control. If the parties can not come to a mutual agreement on an arbitrator the arbitrator shall be appointed by application to a circuit court judge for Dane County. The binding arbitration shall be conducted in accordance with the Wisconsin Rules for Arbitration of Construction Disputes. In the event Complete Control prevails, in whole or in part, in the arbitration with the Buyer, the Buyer shall be required by the arbitration award to reimburse Complete Control for all of Complete Control's costs and expenses, including attorneys fees, incurred by Complete Control in connection with any and all disputes between Complete Control and Buyer in any way arising from this subcontract or the parties' performance there under.
- 11. Governing Law, Compliance with Laws.** These terms and conditions shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- 12. Miscellaneous.** (a) Performance. Complete Control shall not be liable for any loss, damage, delay or other default in delivery or performance that is due to unforeseen circumstances, or to causes beyond its control, including without limitation, strike, lockout, riot, war, civil unrest, fire, flood, and other similar and dissimilar natural causes, act of God, acts of third parties, sabotage, vandalism, embargoes, labor disputes, unforeseen delays in obtaining any permits or licenses, or other delays caused by government action or inaction or contractors or subcontractors (other than those contractors or subcontractors under the control of Complete Control), acts of civil or military authorities, and any other cause or condition beyond Complete Control's reasonable control. Provided any such delay or default is neither material nor indefinite, the time for Complete Control's performance shall be extended for a commercially reasonable period of time and thereafter Buyer shall accept performance hereunder. In the event of delay occasioned in whole or in part by factors under the control of the Buyer,

Complete Control shall be entitled both to an extension of time to perform as well as compensation as an extra.

(b) Default. Buyer's failure to either make any payment when due or comply with any other material term or condition of these terms and conditions shall constitute default. If Buyer has not cured the default within 30 days after Complete Control gives written notice of such default, Complete Control may, in addition to any other rights and remedies provided herein or under law, terminate the agreement between itself and Buyer and terminate its obligations to perform thereunder by giving Buyer written notice to take effect upon receipt. In such event, and in addition to any other damages provided herein or allowed under applicable law, Complete Control shall recover all costs, expenses, and attorney fees incurred in connection with such default and termination.

(c) Changes. Prior to delivery, Complete Control may change the construction, design or configuration of the Products without notice to Buyer as long as the general function of the Products is not thereby altered. If, prior to delivery, the general function of the Products will be altered by a change in construction, design, or configuration then Complete Control shall notify Buyer, and Buyer shall then have the option to terminate the agreement between itself and Complete Control for such Products and recover any and all monies paid to Complete Control thereunder.

(d) Assignment. Neither party may assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Complete Control may, without the prior approval of Buyer, assign its rights and obligations hereunder to a surviving corporation in the event of a merger or consolidation between Complete Control and the surviving corporation or to an entity that acquires substantially all the assets of Complete Control relating to the subject matter hereof; provided that the surviving corporation or an entity that acquires substantially all the assets of Complete Control shall assume all the duties, liabilities and obligations of Complete Control hereunder.

(e) Waiver. The failure of Buyer or Complete Control at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. The waiver of any remedy with respect to any default will not be taken as a waiver of any remedy for any succeeding default. Unless otherwise provided herein, no limitation or restriction on the remedies available to either party is intended by these terms and conditions.

(f) Invalidity and Interpretation. The invalidity or unenforceability of any provision hereof, whether in whole or in part, for any reason, will not affect the remaining provisions, and all terms and conditions will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of the Products and services provided hereunder or similar or dissimilar Products, goods, or services shall not serve as references in interpreting the terms and conditions hereof.

(g) Entire Agreement. These terms and conditions together with the applicable proposal(s) for Products and any related documents expressly agreed to in writing by the parties contain the complete and exclusive statement of the terms of agreement of the parties with respect to the subject matter hereof and supersede all prior understandings, representations, and warranties, written or oral.

(h) Survival. The provisions of, and respective obligations of the parties under, Sections 2, and 5 through 12, inclusive, shall survive any termination this agreement with respect to the Products or services of Complete Control.

(i) Conflicts. In the event of any ambiguity or conflict between or among these terms and conditions, Complete Control's proposal(s) for the Product(s), and any other agreement or writing signed by Complete Control, the express terms of the proposal, and if there are no such terms with respect to the subject matter in question, these Standard Terms and Conditions shall govern and control. In no event, however, shall any additional, differing, conflicting, supplemental or other terms and conditions stated in any purchase order, acknowledgment, contract or other document issued by Buyer have any effect or bind Complete Control unless such terms are specifically accepted in writing by the President of Complete Control.

CHK# 21632 520⁰⁰ 6/28/2022
5736

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07 01 2022 ending: 06 30 2023
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of Wis Rapids

County of Wood Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-1031059196-04</u>	
FEIN Number <u>88-2467369</u>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$ <u>400</u>
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
<input checked="" type="checkbox"/> Publication fee	\$ <u>20</u>
TOTAL FEE	\$ <u>520</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)

Drop In Again LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name <u>Meddaway</u>	(First) <u>Elizabeth</u>	(Middle Name) <u>Ann</u>	Home Address (Street, City or Post Office, & Zip Code) <u>2963 WI-73 Wis Rapids WI 54495</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name <u>Kasten</u>	(First) <u>Tami</u>	(Middle Name) <u>Louise</u>	Home Address (Street, City or Post Office, & Zip Code) <u>3953 George Rd Wis Rapids WI 54495</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Drop In Again LLC Business Phone Number 715-423-9717
2. Address of Premises 2963 WI-73 Post Office & Zip Code Wis Rapids WI 54495

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Entire Building to include Bar Area, Dining Area, Living Quarters, Restrooms, All Storage Areas
Building Square Footage of 2686 square feet

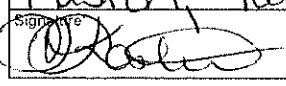
4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No

(b) If yes, under what name was license issued? Cheryl Vechinski dba Monkey's Bar

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? If yes, explain ☒ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? If yes, explain ☐ Yes ☒ No
9. (a) Corporate/limited liability company applicants only: Insert state WI and date 4.19.22 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? If yes, explain ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? If yes, explain. ☐ Yes ☒ No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>Kasten, Tami L</u>	Title/Member <u>agent</u>	Date <u>6.10.22</u>
Signature 	Phone Number <u>715.424.6944</u>	Email Address <u>9plustc_tami@gmail.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village ☒ City of Wise Rapids County of Wood

The undersigned duly authorized officer/member/manager of Drop In Again LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

Drop In Again LLC
(Trade Name)

located at 2963 W1-73

appoints Tami L Hasten
(Name of Appointed Agent)
3953 George Rd Wise Rapids WI 54495
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 51 years

Place of residence last year 3953 George Rd Wise Rapids WI 54495

For: Drop In Again LLC
(Name of Corporation / Organization / Limited Liability Company)

By: Elizabeth K. Mouldough
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Tami L Hasten, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Tami L Hasten 6-10-22 Agent's age 51
(Signature of Agent) (Date)
3953 George Rd Wise Rapids WI 54495 Date of birth 9-13-70
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 6/29/2022 by Mark S. Farnsworth Title POLICE CHIEF
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Appointment of Successor Agent – Retail Licenses

Submit this form to your licensing authority with a \$10 processing fee.

If there is a change in agent, each club, corporation, or limited liability company that holds a retail license to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent and have the appointment approved by the licensing authority pursuant to sec. 125.04(6), Wis. Stats. The following questions must be answered by the agent, and the appointment must be signed by an officer of the corporation/organization or one member of the limited liability company (only one signature is required).

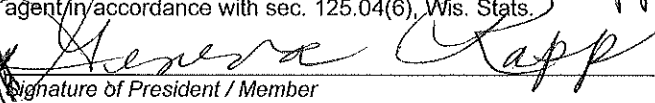
Section 1: Licensee Information and Acknowledgement

Licensee Name

Westside Express Mart, LLC

Reason for Cancellation of Appointed Agent

Death of Owner/Agent

The undersigned appoints Geneva Rapp as agent/in accordance with sec. 125.04(6), Wis. Stats.
Signature of President / Member

Date

6/8/2022

Section 2: Agent Information and Acknowledgement

Agent Name

Geneva Rapp

Mailing Address

1093 Kings Way

City or Post Office

NeKosaa

State

WI

Zip Code

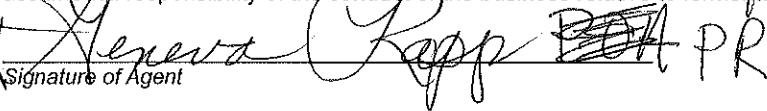
54457

Agent Questions

Yes No

- | | | |
|---|-------------------------------------|-------------------------------------|
| 1. Are you of legal drinking age? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Have you ever been convicted of a federal law violation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Have you ever been convicted of a state law violation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Have you ever been convicted of a local ordinance violation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Have you completed the required responsible beverage server training course per sec. 125.04(5)(a)5, Wis. Stats.? ... | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

UNDER PENALTY OF LAW, I declare that my answers above are true and correct to the best of my knowledge and belief.

I hereby accept appointment as agent for Westside Express Mart, LLC and assume full responsibility of the conduct of the business relative to fermented malt beverages and intoxicating liquors.
Signature of Agent

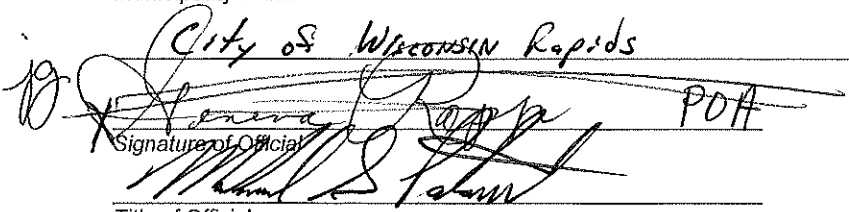
Date

6/8/2022

Section 3: Licensing Authority Approval

Municipality Name

City of Wisconsin Rapids


Signature of Official

Date

6/8/2022

Title of Official

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name) Rapp		(first name) Geneva		(middle name) Jane	
Home Address (street/route) 1093 Kings Way		Post Office	City NeKoosa	State WI	Zip Code 54457
Home Phone Number 715-325-3535		Age 83	Date of Birth 01/04/1939	Place of Birth Little Birch, WV	

The above named individual provides the following information as a person who is (check one):

☐ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☒ **PR Agent** of **Westside Express Mart, LLC**
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

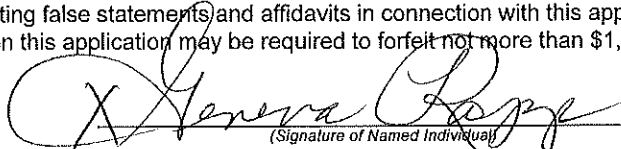
The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 50 yrs.
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
 If yes, identify. Saratoga Mini Mart, 8810 Hwy 13 So, Saratoga / Plover Express Mart
Both Class A Liquor & Beer Licenses 2621 Plover Rd, Plover
(Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
 If yes, identify.

(Name of Wholesale Licensee or Permittee)
(Address By City and County)
6. Named individual must list in chronological order last two employers.

Employer's Name Rapp's Moving & Stg.	Employer's Address 430 Fremont St.	Employed From 1975	To Present
Employer's Name	Employer's Address	Employed From	To

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Signature of Named Individual)

CL # 8179
3/22/2022 # 5499

Application for Temporary Class "B" I "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$5.00

City of Wisconsin Rapids
County of Wood

Application Date: 2/22/2022

The named organization applies for: (check appropriate box(es).)

- ☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.81 (10), Wis. Stats.
at the premises described below during a special event beginning Aug 26, 2022 at 7pm and ending at 10pm and agrees to
comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages
and/or wine if the license is granted.

1. Organization (check appropriate box) Bona fide Club Church Lodge/Society
→ Veteran's Organization Fair Association
☒ A Chamber of Commerce or similar Civic or Trade Organization organized
under ch. 181.1 Wis. Stats. **501(c)(3) corporation**

(a) Name **Central Wisconsin Cultural Center**

(b) Address **2651 8th St South, Wisconsin Rapids, WI 54494**

(c) Date organized **1996**

(d) If corporation, give date of incorporation **Dec 13, 1996**

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this
box: ☒

(f) Names and addresses of all officers:

President **Stephen Kipfer, 5213 Black Dan Rd, Winter, WI 54986**

Vice President **Jim Lucas, 1930 1st St North, Wisconsin Rapids, WI 54494**

Secretary **Stephany Hartman, 3130 45th Ct, Wisconsin Rapids, WI 54494**

Treasurer

(g) Name and address of manager or person in charge of affair: **Connie Tonski-Faville, 441 Second St South, Wisconsin Rapids, WI 54494**

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where
Alcohol Beverage Records Will be Stored:

(a) Street number **Same as above.**

(b) Lot Block

(c) Do premises occupy all or part of building? **All of building.**

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event: **Open Mic**

(b) Dates of event

Aug 26, 2022 7-10pm

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1000.

Stephen Kipper **2/22/2022**
PRESIDENT (Officer Signature / Date)

Central Wisconsin Cultural Center (Name of Organization)

Date Filed with Clerk

Date Reported to Council or Board

Date Granted by Council

License No.

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$5.00

Application Date: _____

☐ Town ☐ Village ☒ City of Wisconsin Rapids

County of Wood

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 5:30 PM 9/22/22 and ending 7:30 PM 9/22/22 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

☐ Bona fide Club

☐ Church

☐ Lodge/Society

☐ Veteran's Organization

☐ Fair Association or Agricultural Society

☒ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats. Non-profit corp.

(a) Name Central Wisconsin Cultural Center

(b) Address 2651 8th St South Wisconsin Rapids WI 54494

(Street)

☐ Town

☐ Village

☒ City

(c) Date organized 1996

(d) If corporation, give date of incorporation 12/13/1996

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President Stephen Kipfer 5213 BLACK DAN RD WINTER WI 54986

Vice President Jim Lucas 1930 1ST ST NORTH WIS RAPIDS WI 54494

Secretary Stephany Hartman 3130 45TH CT WIS RAPIDS WI 54494

Treasurer _____

(g) Name and address of manager or person in charge of affair: Connie Tomski-Faville 441 2nd St S, WRS Rapids Wisconsin 54494

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number Same as above.

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? All.

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. Name of Event

(a) List name of the event *The Scratchboard Art of Alex Hewitt and Pat Ruesch*Exhibit Opening Reception

(b) Dates of event 9/22/22

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer

Stephen Kipfer
(Signature / Date) 6/22/22

Central Wisconsin Cultural Center

(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

OK # 8171 3/22/2022
#5497

Application for Temporary Class "B" I "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$5.00

City of **Wisconsin Rapids**
County of **Wood**

Application Date: 2/22/2022

The named organization applies for: (check appropriate box(es).)

- ☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.81 (10), Wis. Stats.

at the premises described below during a special event beginning Sept 30, 2022 at 7pm and ending at 10pm and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) Bona fide Club Church Lodge/Society

→

Veteran's Organization Fair Association

- ☒ A Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181.1 Wis. Stats. **501(c)(3) corporation**

(a) Name **Central Wisconsin Cultural Center**

(b) Address **2651 8th St South, Wisconsin Rapids, WI 54494**

(c) Date organized **1996**

(d) If corporation, give date of incorporation **Dec 13, 1996**

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President **Stephen Kipfer, 5213 Black Dan Rd, Winter, WI 54986**

Vice President **Jim Lucas, 1930 1st St North, Wisconsin Rapids, WI 54494**

Secretary **Stephany Hartman, 3130 45th Ct, Wisconsin Rapids, WI 54494**

Treasurer

(g) Name and address of manager or person in charge of affair: **Connie Tonski-Faville, 441 Second St South, Wisconsin Rapids, WI 54494**

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number **Same as above.**

(b) Lot Block

(c) Do premises occupy all or part of building? **All of building.**

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event: **Open Mic**

(b) Dates of event

Sept 30, 2022 7-10pm

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1000.

Stephen Kipper **2/22/2022**
(Officer signature / Date)

PRESIDENT

Central Wisconsin Cultural Center (Name of Organization)

Date Filed with Clerk

Date Reported to Council or Board

Date Granted by Council

License No.

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions. /

FEE \$ 10.00

☐ Town ☐ Village ☒ City of WISCONSIN RAPIDS

Application Date: _____

County of WOOD

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 6pm-9 Oct 1 and ending 9pm Oct 1 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

☐ Bona fide Club

☐ Church

☐ Lodge/Society

☐ Veteran's Organization

☐ Fair Association

☒ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name CENTRAL WIS CULTURAL CENTER NON-PROFIT CORP

(b) Address 2651 8TH ST SOUTH WIS RAPIDS WI 54494
(Street)

☐ Town ☐ Village ☒ City

(c) Date organized 1996

(d) If corporation, give date of incorporation 12/13/1996

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President STEVE KIPFER 5213 BLACK DAN RD WINTER WI 54986

Vice President Jim LUCAS 1930 1ST ST NORTH WIS RAPIDS WI 54494

Secretary STEPHANIE HARTMAN 3130 45TH CT WIS RAPIDS WI 54494

Treasurer _____

(g) Name and address of manager or person in charge of affair: CONNIE TOMSKI-PAVILLE
441 SECOND ST SOUTH WIS RAPIDS WI 54494

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number SEE 1A ABOVE.

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? _____

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. Name of Event

(a) List name of the event ART ON TAP

(b) Dates of event OCT 1 2022

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer _____

(Signature / Date)

(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

CK#8171 3/22/2022
#5497

Application for Temporary Class "B" I "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$5.00

City of Wisconsin Rapids
County of Wood

Application Date: 2/22/2022

The named organization applies for: (check appropriate box(es).)

- ☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.81 (10), Wis. Stats.

at the premises described below during a special event beginning Oct 28, 2022 at 7pm and ending at 10pm and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) Bona fide Club Church Lodge/Society
→ Veteran's Organization Fair Association

- ☒ A Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181.1 Wis. Stats. 501(c)(3) corporation

(a) Name **Central Wisconsin Cultural Center**

(b) Address **2651 8th St South, Wisconsin Rapids, WI 54494**

(c) Date organized **1996**

(d) If corporation, give date of incorporation **Dec 13, 1996**

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President **Stephen Kipfer, 5213 Black Dan Rd, Winter, WI 54986**

Vice President **Jim Lucas, 1930 1st St North, Wisconsin Rapids, WI 54494**

Secretary **Stephany Hartman, 3130 45th Ct, Wisconsin Rapids, WI 54494**

Treasurer

(g) Name and address of manager or person in charge of affair: **Connie Tomski-Faville, 441 Second St South, Wisconsin Rapids, WI 54494**

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number **Same as above.**

(b) Lot Block

(c) Do premises occupy all or part of building? **All of building.**

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event: **Open Mic**

(b) Dates of event

Oct 28, 2022 7-10pm

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1000.

Stephen Kipper **2/22/2022**
(Officer Signature / Date)

PRESIDENT

Central Wisconsin Cultural Center (Name of Organization)

Date Filed with Clerk

Date Reported to Council or Board

Date Granted by Council

License No.

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 500

☐ Town ☐ Village ☒ City of WISCONSIN RAPIDS

Application Date: _____

County of WOOD

The named organization applies for: (check appropriate box(es).)

- ☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 5:30pm 11/10/22 and ending 7:30pm 11/10/22 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- ☐ Bona fide Club ☐ Church ☐ Lodge/Society
☐ Veteran's Organization ☐ Fair Association
☒ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name CENTRAL WISCONSIN CULTURAL CENTER NON-PROFIT CORP

(b) Address 2651 8TH ST SOUTH WIS RAPIDS WI 54494
(Street) ☐ Town ☐ Village ☒ City

(c) Date organized 1996

(d) If corporation, give date of incorporation 12/13/1996

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

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Vice President AM LUCAS 1930 1ST ST NORTH WIS RAPIDS WI 54494

Secretary STEPHAN HARTMAN 3130 45TH CT WIS RAPIDS WI 54494

Treasurer _____

(g) Name and address of manager or person in charge of affair: CONNIE TOMSKI-PAVILLE
441 SECOND ST SOUTH WIS RAPIDS WI 54494

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number SEE 1A ABOVE.

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? _____

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. Name of Event

(a) List name of the event HOLIDAY GIFTS & ART FAIR

(b) Dates of event NOV 10, 2022

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer _____

(Signature / Date)

(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

CK# 8179 3/22/2022
#5497

Application for Temporary Class "B" I "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$5.00

City of Wisconsin Rapids
County of Wood

Application Date: 2/22/2022

The named organization applies for: (check appropriate box(es).)

- ☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.81 (10), Wis. Stats.

at the premises described below during a special event beginning Nov 25, 2022 at 7pm and ending at 10pm and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) Bona fide Club Church Lodge/Society
→ Veteran's Organization Fair Association

☒ A Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181.1 Wis. Stats. **501(c)(3) corporation**

(a) Name **Central Wisconsin Cultural Center**

(b) Address **2651 8th St South, Wisconsin Rapids, WI 54494**

(c) Date organized **1996**

(d) If corporation, give date of incorporation **Dec 13, 1996**

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President **Stephen Kipfer, 5213 Black Dan Rd, Winter, WI 54986**

Vice President **Jim Lucas, 1930 1st St North, Wisconsin Rapids, WI 54494**

Secretary **Stephany Hartman, 3130 45th Ct, Wisconsin Rapids, WI 54494**

Treasurer

(g) Name and address of manager or person in charge of affair: **Connie Tonski-Faville, 441 Second St South, Wisconsin Rapids, WI 54494**

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number **Same as above.**

(b) Lot Block

(c) Do premises occupy all or part of building? **All of building.**

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event: **Open Mic**

(b) Dates of event **Nov-25, 2022 7-10pm**

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1000.

Stephen Kipper *2/22/22*
(Officer Signature / Date)

PRESIDENT

Central Wisconsin Cultural Center (Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

(b) Lot	Block
1	1
2	2
3	3
4	4
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98	98
99	99
100	100

(c) Do premises occupy all or part of building? **All of building.**

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event: **Open Mic**

(b) Dates of event

Dec 30, 2022 7-10pm

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1000.

Stephen Kipper **2/22/22**
PRESIDENT (Officer Signature / Date)

Central Wisconsin Cultural Center (Name of Organization)

Date Filed with Clerk

Date Reported to Council or Board

Date Granted by Council

License No.

REPORT OF THE PUBLIC WORKS COMMITTEE

Ryan Austin

Sheri Evanson

Dennis Polach

Date of Meeting: 7/14/2022
Reported to Council: 7/19/2022

The Public Works Committee met on Thursday, July 14th, 2022 in the Council Chambers at City Hall and via remote videoconference. Ryan Austin, Sheri Evanson, Dennis Polach and Mayor Blaser were in attendance. Others attending are listed below.

1. Call to order

The meeting was called to order at 5:00 PM.

2. Review Engineering & Street Department Monthly Activity Report.

The report was reviewed.

3. Review request from WRPS to add a mid-block crosswalk to 32nd St N at a point 475' north of Franklin St for Washington School.

Motion by Austin, second by Evanson to install a crosswalk with curb ramp and flashing LED school crossing signs and pedestrian push buttons with WRPS participating with funding at a 50% level. Add the crosswalk to the list of mid-block crosswalks in municipal code 340 and parking restrictions to municipal code chapter 27. Motion carried (3-0).

4. Review request from Town of Grand Rapids to participate in the repaving of Chestnut St from 23rd St S to 32nd St S.

Motion by Evanson, second by Austin to participate in the repaving of Chestnut St by providing road base and crushed blacktop. Motion carried (3-0).

5. Review the artwork proposal for the W Jackson St roundabout.

Safety and material types were discussed. The WI DOT's Facility Development Manual (FDM) was reviewed. There is a general interest to continue working with the art designer to modify the material type to meet the requirement of the FDM. No action taken.

6. Review proposals for the Rail Feasibility Study.

All proposals were reviewed. The Committee requested that staff have further discussions with two of three firms on pricing and scope revisions and bring back to the next Public Works Committee meeting. No action taken.

7. Review and consider adding parking on the north side of Baker St between 5th St and 8th St.

Motion by Evanson, second by Austin to allow for parking on both sides of Baker St between 5th St and 8th St. Motion carried (3-0).

8. Review referral list.

The referral list was reviewed. Item #9 to be removed. Austin referred an item: discuss the Biron wastewater agreement and wastewater ordinance at a special Public Works Meeting.

9. Set next meeting date.

Next meeting date/time was set for Thursday, August 4th, 2022 at 5pm.

10. Adjourn

Motion by Austin, second by Evanson to adjourn at 6:13 pm. Motion carried (3-0).

Others in attendance:

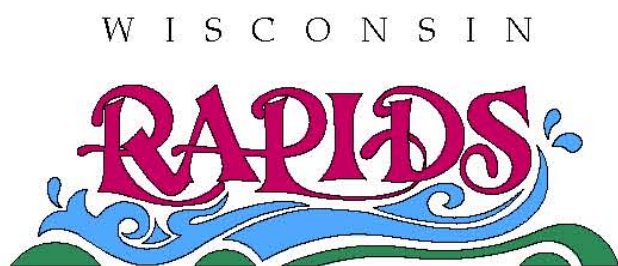
See sign-in sheet.

Public Works Meeting

Sign-in Sheet

Date: 7/14/2022

	Name	Representing	Address
1	Shane Blaser		
2	Dennis Black		
3	Sheri Emerson		
4	Paul Volpert		
5	Dr. Eichsteadt		
6	Ryan Austin		
7	Ed Allison	WRPS	
8			
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10			
11			
12			
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14			
15			
16			



PUBLIC WORKS DEPARTMENT

1411 CHASE STREET
WISCONSIN RAPIDS, WI 54495
(715) 421-8218 FAX (715) 421-8281

June 2022

Refuse and Recycling

- Garbage Collection estimated 455.93 tons (2021 514 tons)
- Recycling Collection estimated 105.53 tons (2021 106 tons)

Construction

Cherry Street (Riverview Drive – 1st St North, Smith St (Railroad St – Riverview Drive)

- Installed 422' of 8" Sanitary, 8 - 4" Sanitary Services, 1-Sanitary Manholes
- Installed 288' of 12" HDPE Storm, 110' of 8" SDR 35 Storm, 2-Storm Manholes, 5- Catch basins and storm lead piping
- Installed 320' of 6" Ductile Water main, 9 - Water Services, 1- Hydrant
- Backfilled Curb and Gutter and seeded the black dirt on Cherry Street, and Smith Street from Cherry to Railroad Street
- Backfilled Curb and Gutter from Cherry Street to Riverview and prepped for concrete in driveways
- Started to prepare for Pavement on Cherry Street and Smith Street South of Cherry

Rosecrans Street (9th Ave – Dead End)

- Project completed

Lyons Park Flood Levee (1681 2nd Ave to Lyon Park)

- DOT portion of project complete minus Asphalt pavement restoration

18th Ave South (Russel Street – West Grand Ave)

- Project completed

West Jackson Street (West Riverview Expressway – Wisconsin River)

- Installed 1000' of 6" Ductile Water main and 3- Hydrants

Freemont Street (14th Street – 13th Street)

- Removed Asphalt Pavement, Curb and Gutter and Topsoil on 14th Ave North and Freemont Street

- Installed 173' of 8" Sanitary, 2-Sanitary Manholes and 3- Sanitary Services
- Installed 134' of 6" Water main and 1-Hydrant

Public works Maintenance

- String trimmed grass and weeds along highways
- Mowing grass in Street Right of Way
- Cold patch and Hot patch holes in city streets
- Provided traffic control for Cranberry Blossom Festival
- Dug out and installed small hand patches with asphalt
- Worked with Wood County to install paver patches on Sanitary repairs, and street patches equaling 1100 tons over five separate days
- Finished restoration and concrete work around Wayfinding signs
- Assisted WWLC with Water main breaks
- Completed cap maintenance on West River bank bike trail retaining wall
- Completed catch basin repairs and concrete curb patches and asphalt patches
- Sealed colored median concrete in downtown business areas
- Completed two city wide brush pickups
- Saw cut asphalt patches
- Started preparation of city street for Chip seal program
- Assisted Kafka Construction with grinding brush at the Westside Compost site

Paint and Signs

- Replaced seasonal banners in downtown area
- Painted Lane Dividers on Expressway at (Chase, 2nd Ave, 3rd St, Lincoln, 8th St, 12th St, 16th St,
- Painted Lane Dividers on STH 54 (CTH W, Chestnut St, Peach, Saratoga, Washington, Spring, Kingston
- Painted Lane Dividers on 8th St (Goodnow – Griffith)
- Painted Lane Dividers on West Grand at (9th, 10th, 17th, 25th, George Road, Industrial Street)
- Painted Parking Stalls at (Zoo, Fireman's Memorial, City Hall, Johnson St Lot, Oak St Lot, 2nd St, Goggin's, 4th St, 1st St, 2nd St, Library, Robinson Park)
- Painted Lane Dividers at 8th and Baker, 16th and Baker, 16th in front of High School
- Installed Highway Banners and Downtown Banners for Cranberry Blossom Festival
- Painted Center line in downtown area, East Jackson St, 2nd St. S, Hwy 73, 2nd Ave, 8th St, CTH W, Washington St. 16th St, 1st St, Two mile Ave (8th – 7th), Riverwood Lane

- Replaced street markers at 15 intersections
- Installed Trombone Arm at 8th and Chestnut from last fall storm damage
- Repaired damaged signs from accidents
- Installed Flags for Memorial Day and July 4th
- Removed Signs for Construction Projects at Jackson St and Freemont
- Assisted with Sensor install for WWTP

Shop and Repairs

- Maintaining arms on Garbage and Recycling truck
- Multiple truck services
- Changing lawnmower blades every other day to maintain a good cut
- Rebuild Garbage Dumpsters
- Replace lift ram on multi-axle dump truck
- General Fire Truck Maintenance
- General Police Vehicle Maintenance
- Preparation for vehicles taken out of service
- Transmission and Injector issues on Garbage trucks



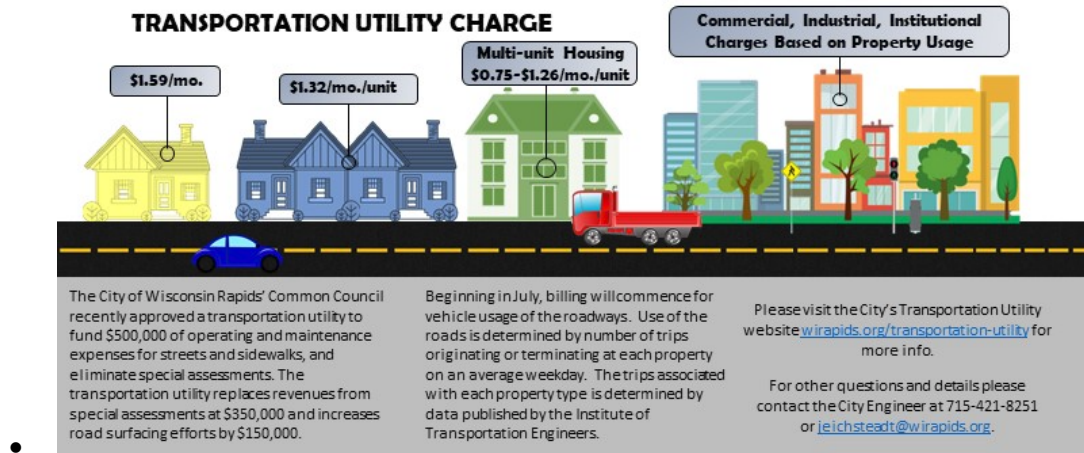
ENGINEERING DEPARTMENT
444 West Grand Avenue
Wisconsin Rapids, WI 54495-2780
 Engineering (715) 421-8205 FAX (715) 421-8291

ENGINEERING DEPARTMENT Monthly Activity Report

June 2022

Transportation Utility

- WWLC will begin billing July 27th for customers on billing cycle 2 and August 15th for customers on billing cycle 1.
- Billing insert was created



- Account data is continually being worked on.

Permits & Degradation

- 35 Permits/Applications (38 in May) for asphalt paving (5), driveway grades/concrete pour inspections (8), storm water (0), excavating (18), Street Privilege (0), storm connection (0), permit parking (0), banner (0), environmental testing well (1), contractor licenses (3)
- 276 Diggers Locates for Storm Sewer & Sanitary Sewer (255 in May)
 - 7 Emergency locates during work hours
 - 0 Emergency locates after hours
- Degradation fees - this year = \$60,245.64
 - This month = \$4,061.50 (\$13,093.23 In May)

Traffic

- Vision Triangle Complaints
 - E Grand Ave and 16th St S – A letter was sent and obstruction was removed.
 - Engineering Dpt staff measured the height and location and have determined that the obstruction is in the vision triangle.
 - 4th Ave N and W Grand Ave – Southbound left – review is ongoing
- Stop Sign / Yield Sign Requests
 - 13th St & Peach St – 4/22 – Traffic Counts are complete. Review is being worked on as time allows.



ENGINEERING DEPARTMENT
444 West Grand Avenue
Wisconsin Rapids, WI 54495-2780
Engineering (715) 421-8205 FAX (715) 421-8291

- 2nd St S and Davis Ave – 4/28/22
- 11th & Apple St, 11th & Peach St, 10th St & Peach St – 5/24/22
 - Counts at 11th and Apple are complete
 - Counts are still being conducted at the other locations.
- 14th Ave N and McKinley St – review is being worked on as time allows.
- ITS Standalone Signal Grant
 - No bids were received on June 17th at 9:00 am. The project is proposed to be rebid with a completion date in spring of 2023 and run separate from the W Jackson St project. The completion date adds flexibility for contractors if they are looking to fill their schedule at a later date and the separation from work on W Jackson St reduces the complexity and time constraints. One contractor stated they would bid if rebid with these changes. Bid results may be available in August.
 - We have updated the DOT on the changes and awaiting a response on any issues or concerns they have.
 - Rebid along with plan & spec changes will cost ~\$7,000.
 - If a contractor decides to complete the work after the W Jackson St project is complete there will be additional inspection costs as MSA already has staff on the W Jackson St project.
 - Monotube supplier has been contacted for quotes and provided a 6.5 month lead time.
- Signal complaints
 - 8th St & Pepper Ave – vehicle detection issue on left turn arrow. - 5/24/22
 - No equipment defects have been identified. Gridsmart will be in Rapids the week of July 11th to review camera setup.
 - Lincoln St & Expressway – vehicle detection issue on left turn arrow. - 5/24/22
 - No equipment defects have been identified. Gridsmart will be in Rapids the week of July 11th to review camera setup.
 - Gridsmart and Tapco were in Rapids configuring traffic cameras on March 16th. IT has performed additional work on configuring in April. Remote monitoring connections have been restored.
 - 2/8/2022 - 8th St S and Chestnut St – Detector malfunction due to broken wire in pavement. The wires were replaced May 2nd and the signals are fully operational again.
 - 8th St sign bridge at Chestnut St – New monotube has been installed.
 - Nov. 2021 - Griffith and 8th St queuing lengths. Review is ongoing.



Project Designs/Construction underway:

ENGINEERING DEPARTMENT
444 West Grand Avenue
Wisconsin Rapids, WI 54495-2780
Engineering (715) 421-8205 FAX (715) 421-8291

2021 Projects

- RECC Rail Spur – The Industry Track Agreement between the City and CN is signed. The Contractor performed final punch list items on May 5th and 6th. We are waiting on final paperwork from Ameritrack prior to final payment. Reimbursement requests will be submitted to the DOT immediately thereafter.

Maintenance Projects

- Sidewalk Concrete Cutting (Safe Step) – Inspections are complete. There are over 524 joints for grinding. Safestep is scheduling for this work to begin the week of July 18th. Safestep will be performing the sidewalk cutting this year in the area generally bounded by 8th St S, Plover Rd, E Riverview Expy and Chestnut St. \$40,000 is budgeted in 2022.
- Sidewalk and Curb & Gutter Maintenance – Joslin Concrete will be performing the maintenance work in 2022 and has already completed curb & gutter replacements on 14th Ave between Chase St and Alton St. Additional work is scheduled the week of July 18th to replace curb & gutter in advance of chip seal operations.

2022 Reconstruction Projects

- Design for 2022 Projects – 100% Complete
- Construction for 2022 Projects
 - DOA/Lyon Park Levee – Work surrounding the DOA parking lot is nearly complete. Asphalt patching is all that remains to be done. Reimbursement from the DOA will be requested as soon as work is complete on their property. Lyon Park work is anticipated in late summer.
 - Preconstruction walk-thru meetings were held for:
 - Fremont St - 13th to 14th Ave on June 8th
 - 9th Ave N & Fremont St (7th Ave to 10th Ave) - June 16th
- 2022 Contracts
 - Sewer Lining Contract (contract awarded to Visu Sewer) – the work is complete; however, there are two items that they will come back for:
 - A spot liner on 19th St in August
 - A more recent lining need on Chestnut St in October.
 - Crushing Contract – Work began March 17th and was completed mid-April.
 - Asphalt Contract – Bids were awarded and contracts signed. American Asphalt has completed paving work on 14th Ave S, Kuhn Ave, Rosecrans St and some miscellaneous patch locations.



ENGINEERING DEPARTMENT

444 West Grand Avenue

Wisconsin Rapids, WI 54495-2780

Engineering (715) 421-8205 FAX (715) 421-8291

- Concrete Contract – Bids were awarded and contracts signed. A preconstruction meeting was held with SD Ellenbecker. Work is ongoing with Cherry and Smith St projects.

2023 Reconstruction Projects

- Preliminary Survey for 2023/2024 Projects
 - Oak St (E Jackson St to 16th St) – 100%
 - 9th St S (Peach St to Chestnut St) – 25%
 - McKinley St (8th Ave N to 14th Ave N) – 0% (2024 Project)
 - Shorewood Terrance (1st St N to Termini) – 90%
 - Apricot St and Broadway St – 100%
- Design for 2023 Projects
 - Oak St (E Jackson St to 16th St) – 45%
 - 9th St S (Peach St to Chestnut St) – 5%
 - Shorewood Terrance (1st St N to Termini) – 60%
 - Apricot St and Broadway St – 85%; Geotech work was complete by Nov. 15th. Report has been received and reviewed.
 - McKinley St (8th Ave N to 14th Ave N) – 0% - Recommended for 2024

Storm Water Utility

- Soliciting for proposals in July (proposed for an August Public Works Agenda Item) to update the Storm Water Utility database. This work is budgeted in 2022 and is expected to be around \$7500.
- Storm Utility Billing Updates –
- One Mile Cr. – Permits are still being reviewed. Easement signatures are still being secured. Dam permit applications were submitted to DNR the week of April 25th. Permanent Easement documents were updated and will be sent back to owners in May.

Other Highlights

- Continuing to search for an engineering technician to fill a vacancy.
- W Jackson St Update
 - The City completed the water main work on Stage 1 in June.
 - The contractor completed storm sewer installation July 7th and will begin with grading and base course installation on July 6th with an anticipated completion of base course and grading by July 15th. Electrical conduit will be installing conduit during the same time period. Concrete work is expected to begin shortly thereafter. Stage 1 will be complete at the end of August. Stage 2 is expected to be complete mid-October.



ENGINEERING DEPARTMENT
444 West Grand Avenue
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- Weekly Construction Updates

CONSTRUCTION PROJECTS

Engineering > Construction Projects

ENGINEERING QUICK LINKS

SIGN UP FOR PROJECT UPDATE EMAILS!

Email*

Notifications

Choose one or more

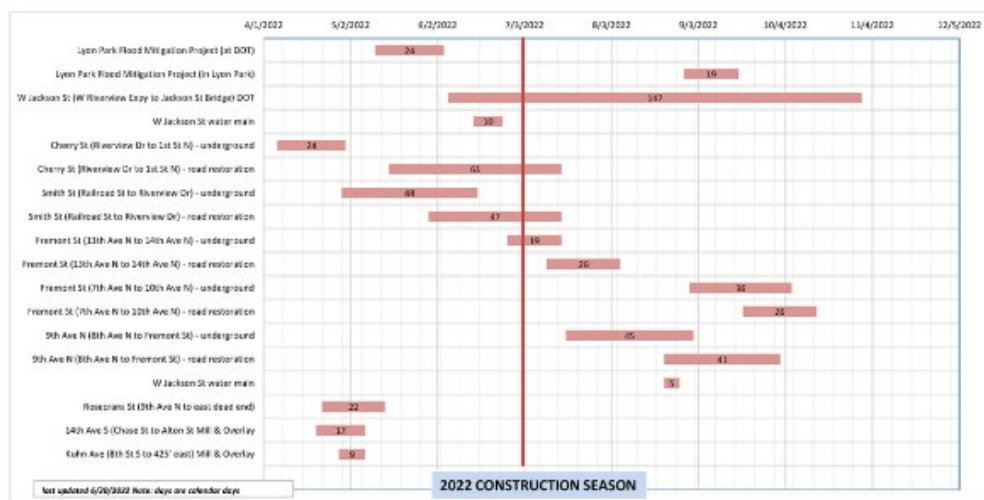
☐ Street Closures

☐ Project Updates

Submit

- Construction Schedule

2022 Construction Schedule (updated 6/30/2022)





ENGINEERING DEPARTMENT
444 West Grand Avenue
Wisconsin Rapids, WI 54495-2780
Engineering (715) 421-8205 FAX (715) 421-8291

- Street Closures



Street Closures

For further information call 715-421-8205

Smith Street - Current Street Closure

The Smith Street closure at the Cherry Street intersection, will be extended south to Spring Street, by the City of Wisconsin Rapids, beginning Monday, May 2, 2022 and is expected to be closed approximately through July. Updates will be forthcoming as the project continues south towards the end of the project limits.

Starting: 5/2/2022, 7:30 AM

Ending: 7/29/2022, 3:00 PM

[View Map](#)

Fremont St - Current Street Closure

Fremont St, between 13th Ave N and 14th Ave N, will be closed to through traffic due to the street reconstruction project by the City of Wisconsin Rapids, beginning at 7:00 a.m. Monday, June 27, 2022 and is expected to be closed until approximately the middle of August. Local detour for traffic will be in place.

Starting: 6/27/2022, 7:00 AM

Ending: 8/12/2022, 3:00 PM

[Click here to view closures on the map!](#)

Street Closure Dashboard City of Wisconsin Rapids



Street Closures

For further information call 715-421-8205

Clicking a street closure selects it. Clicking it again deselects it.

Smith Street - Street Closure

The Smith Street closure at the Cherry Street intersection, will be extended south to Spring Street, by the City of Wisconsin Rapids, beginning Monday, May 2, 2022 and is expected to be closed approximately through July. Updates will be forthcoming as the project continues south towards the end of the project limits.

Starting: 5/2/2022, 7:30 AM

Ending: 7/29/2022, 3:00 PM

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Fremont St, between 13th Ave N and 14th Ave N, will be closed to through traffic due to the street reconstruction project by the City of Wisconsin Rapids, beginning at 7:00 a.m. Monday, June 27, 2022 and is expected to be closed until approximately the middle of August. Local detour for traffic will be in place.

Starting: 6/27/2022, 7:00 AM

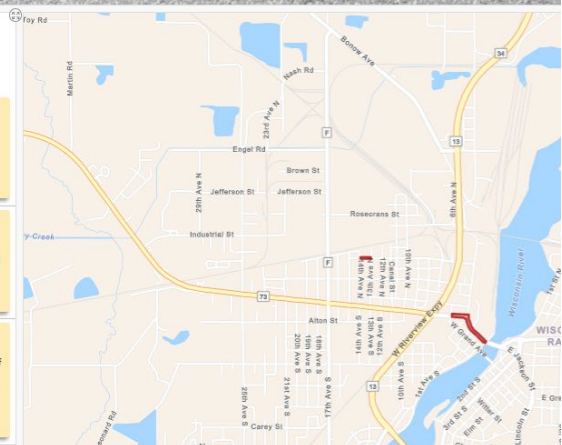
Ending: 8/12/2022, 3:00 PM

West Jackson St - Street Closure

West Jackson St, between 6th Ave N and the Jackson Street Bridge, will be closed to through traffic due to stage 1 of the street reconstruction project at West Jackson St, between West Riverview Expressway and the Jackson Street Bridge, beginning at 7:00 a.m. Monday, June 6, 2022 and is expected to be closed until the end of August. Updates will be forthcoming as the project progresses.

Starting: 6/6/2022, 7:00 AM

Ending: 8/26/2022, 3:00 PM





Public Works Committee

Date of Request: 7/6/2022

Requestor: Joe Eichsteadt, City Engineer

Request/Referral:

Review and consider installing a school crossing on 32nd Street N, 825 feet north of Washington Street.

Background information:

A need for a crosswalk has been identified on 32nd Street North approximately 825 feet north of Washington Street. Currently, a walking path begins at Washington Elementary and ends at a driveway on 32nd Street North.

Wisconsin Rapids Public Schools estimates 15 to 20 students cross the street at this location on their walk to and from school. The street is a 48-foot-wide minor arterial with a posted speed limit of 35 miles per hour. The crosswalk would connect the existing walking path from Washington Elementary to the sidewalk on the east side of 32nd Street North.

In addition to school crossing signage, a no parking area on both sides of the street within 100 feet of the crossing is recommended to ensure adequate visibility.

Options available:

- Install crosswalk with curb ramp and flashing LED school crossing signs and pedestrian push buttons. This is the safest option at a mid-block crossing.
- Install crosswalk with curb ramp and standard school crossing signs.
- Do not install crosswalk

Action you are requesting the committee take:

Install crosswalk with curb ramp and flashing LED school crossing signs and pedestrian push buttons. Add the crosswalk to the list of mid-block crosswalks in municipal code chapter 340. Add the parking restrictions to municipal code chapter 27.





How will the item be financed?

The project could be funded either by WRPS or the City or cooperatively cost shared.

The estimated cost for the crossing is approximately \$3000 for the standard signage or about \$6000 with the LED installation.

Joe Eichsteadt
City Engineer
07/01/2022

32nd Street Pedestrian Crossing

Background

A potential location for a crosswalk has been identified on 32nd Street North approximately 825 feet north of Washington Street. Wisconsin Rapids Public Schools estimates 15 to 20 students from Washington Elementary cross this street on school days. The street is a 48-foot-wide minor arterial with a posted speed limit of 35 miles per hour. The crosswalk would connect an existing walking path from Washington Elementary to the sidewalk on the east side of 32nd Street North.

Accidents

There have been four recorded traffic accidents on 32nd Street North in the vicinity of the proposed crosswalk since 2011. None of the accidents involved pedestrians.

Parking Restrictions

There are no parking restrictions for either side of 32nd Street North. The curb adjacent to the driveway on the west side of 32nd Street North is marked with yellow painted extending 5 feet either side. The area may experience significant on-street parking during soccer events.

Study

Method

The traffic data for this study was collected using both an automatic traffic counting device and in-person observation. A traffic counting device was installed at the intersection and collected data over a period of two weeks. Additional in-person observations were conducted to identify line-of-sight obstructions.

Observation

The area around the proposed crosswalk was examined for line-of-sight obstructions. Pedestrian and motorist visibility is especially important at mid-block crosswalks because motorists may not be expecting to stop. A chain-link fence along the west side of 32nd Street North creates a minor vision obstruction. Parked cars near the intersection could create major vision obstructions especially for children.



Figure 1 Proposed Pedestrian Crossing



Figure 2 Proposed Crosswalk North



Figure 3 Proposed Crosswalk South



Figure 4 Proposed Crosswalk East



Figure 5 Proposed Crosswalk West

Results

An automatic traffic monitoring device collected data on both vehicle volumes and vehicle speeds. The device was set up on a utility pole near the proposed crosswalk location. Traffic counts are reported as the number of vehicles per hour averaged over the eight-hour interval with the highest traffic volume for the day. Vehicle speeds are reported as the 85th percentile speed which is the speed the fastest 15% of vehicles exceeded. On this section of roadway 15% of vehicles exceed speeds of 44 mph, or 9 mph over the posted 35 mph speed limit.

Table 1 Traffic Data (Collected Nov. 2015)

Traffic Count (Vehicles Per Day)	2,102
85 th Percentile Speed (mph)	44

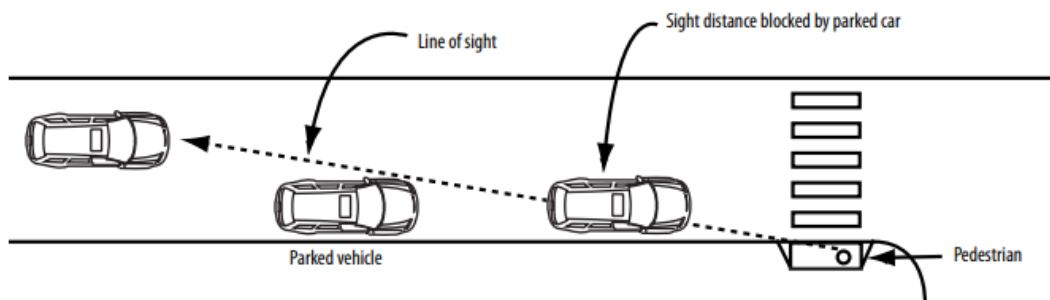
Recommendation

Unlike crosswalks at controlled intersections, motorists don not always stop at mid-block crosswalks; this makes accidents more likely. Since motorists may not be expecting to stop at these crosswalks the following safety measures should be installed to improve visibility:

- **High visibility crosswalk stripping.** Crosswalks should be marked using the continental or ladder pattern. They provide greater visibility than the standard pattern.



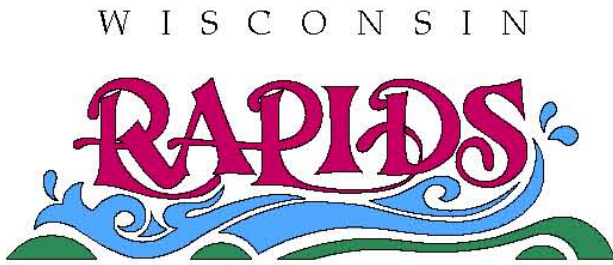
- **No parking zone.** Parking should be restricted around the crosswalk to improve lines of site from vehicles to pedestrians. Based on the 35 mph speed limit of 32nd Street North, no parking should be allowed on either side of the street within 100 feet of the crosswalk.



- **School Crossing Warning Sign.** The crosswalk should be marked with school crossing sign due to its proximity to Washington Elementary. Signs should be double sided LED signs with pedestrian push buttons.
- **In Street Pedestrian Crossing Sign.**



Additionally, the crosswalk should be added to the list of mid-block crosswalks in municipal code chapter 340 and the parking restrictions to municipal code chapter 27.



**PUBLIC WORKS
DEPARTMENT**

1411 CHASE STREET
WISCONSIN RAPIDS, WI 54495
(715) 421-8218 FAX (715) 421-8281

Requestors Name:

Paul Vollert, Public Works Superintendent

Referral Language:

Review and approve request from the Town of Grand Rapids to participate in the repaving of Chestnut Street from 23rd St South to 32nd St South.

Background Information:

I was contacted by the Town of Grand Rapids sometime this spring about participating in a pavement replacement project on Chestnut Street from 23rd Street to 32nd Street. At that time I told them we did not have, anything budgeted so depending on the cost we would need to find funding and go to Committee to get approval. I was told they would get back to me on costs.

I was then contacted Wednesday June 28 again and said that they had approval to do the project, would we like to participate.

The estimated cost of the project is a follows:

Wood County Highway pulverize, shape and repave	\$65,000.00
City of Rapids provide Road Base +/- 6" over 22' of roadway	\$21,807.50
City of Rapids provide Crushed blacktop shoulder	\$5,250.00

Total \$92057.50

In using 2022 project costs if we were to do our portion of the roadway on our own, the project would cost us \$65,000. Bases on the request from the town, the city would fulfill our portion by suppling and delivering the gravel and crushed blacktop shoulders, estimated price of \$27,057.50.

Options:

Tell the Town we don't have it budgeted supply them the material and they just do the portion that is in the Town of Grand Rapids, due the city portion some time in future years.

Participate as requested

Sell them the material have them provide their own trucking, not participate in project.

Cut back on some other maintenance activity to fund this project instead of using an alternate funding source.

Participate in the project using degradation fee.

Recommendation:

Participate with the Town of Grand Rapids in the pavement replacement project on Chestnut Street from 23rd Street South to 32nd Street South by providing approximately 6" of road base material over the width of the roadway, and crushed blacktop for shoulder material at an estimated cost of \$27,057.50. Project to be funded by pavement degradation fees from the 2020 – 2021 season.

If financing is needed, how will it be financed?

In speaking with the Mayor and Finance Director this project would be funded using pavement degradation fees from 2020-2021.



Public Works Committee

Date of Request: 7/8/2022

Requestor: Joe Eichsteadt

Request/Referral:

Review the artwork proposal for the W Jackson St roundabout.

Background information:

See attached memo.

Options available:

Action you are requesting the committee take:

Item is for review and comment

How will the item be financed?

N/A

**Community Development
Department**

City of Wisconsin Rapids
444 West Grand Avenue
Wisconsin Rapids, WI 54495
Ph: (715) 421-8228

MEMO

To: Public Works Committee
From: Carrie Edmondson, Associate Planner
Copy: Kyle Kearns, Director of Community Development
Date: June 30, 2022
RE: **Proposed public art project for Jackson Street roundabout**

This memo provides an update regarding artwork for the Jackson Street Roundabout.

Artist Selection

The Heart of Wisconsin Chamber Leadership Team drafted an RFP calling for public art proposals in cooperation with the City for the new Jackson Street roundabout. The City provided a joint support letter from the Community Development Department and Engineering Department to accompany the proposal. The group received three proposals and selected Jamie Weinfurter who is proposing a project entitled Growth Chart.

Proposed Project

In the words of the artist, the project is a permanent sculpture that reuses telephone poles as markers in a larger than life growth chart. A growth chart catalogs a child's growth during adolescence usually marked on the doorframes of houses, as indicators for a healthy and long lasting family home life. The installation of poles will highlight the growth of the area within the center of the new roundabout.

The abstract, free standing sculpture will use 25 repurposed and locally found telephone poles cut at different heights to create a pathway mirroring the roundabout and adjacent paper mill smokestacks. As the area is known as "The Gateway to the Pineries," the poles made from pine trees will reference this history and highlight the path made by the composition of the poles leading through the roundabout. The pole height and sizes will range from 4 feet to 16 feet depending on the ability to meet DOT safety standards. The project will include solar powered deck lights that will be affixed to each pole to create a visual affect. Furthermore, the grade will consist of medium river rock spread between the poles.



**Community Development
Department**

City of Wisconsin Rapids
444 West Grand Avenue
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Ph: (715) 421-8228



Project Cost

The artist has already obtained grant funding and in-kind donations. The approximate project cost at this time is estimated at \$5,500. This total includes the most recent artist cost estimate, landscape materials for the base, and allows for other unanticipated expenses. Funding for the project could come



Community Development Department

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444 West Grand Avenue
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from one or multiple sources, and staff are internally reviewing the ability for it to be funded solely by the City.

Materials	Individual Amount	Total Amount	Cost	Total	
Used Telephone Poles	\$90 each (7" to 1' D x 20' H)	15 poles (Jason Warren - WW&LC)	Donated - \$0		
Solar Deck Lights	\$40 for 12 lights	10 light packs (120 lights - 8 each pole)	\$400.00	(\$100 for replacement lights)	
Hardware	4 stainless steel screws to rig each light	10 packs	\$200.00		
	Chainsaw and blades	1 saw & 1 pack of blades	\$300.00		
Installation Equipment	Auger bit rental for digging	Rental for 3 days (Tweet & Garot)	Donated - \$0		
	Crane	Rental for 3 days (Tweet & Garot)	Donated - \$0		
Landscape Fabric	4ft x 200ft Polypropylene fabric roll and 4ft x 100ft roll	1 roll of each	\$100.00		
Landscape Fabric Staples	75-pack of staples	1 pack	\$15.00		
Landscape Rocks	Medium River Rock - (1 Bag/10 cu. ft./Pallet) at \$500 each	1 pallet	\$500.00		
	Roughly 0.51 cubic yards - 0.7 tons of river rock				
Landscape Edging	7in x 9in x 96in Creosote Treated Railroad Ties at \$25 each	12 ties	\$300.00		
Installation Assistance/Labor	Landscaping services		\$585.00		
Artist Fee			\$3,000.00		
				\$5,500.00	

Timeline

The project is proposed to be installed in July and August of 2022.



Public Works Committee

Date of Request: 7/7/2022

Requestor: Joe Eichsteadt, City Engineer

Request/Referral: Review the proposals for the rail feasibility study to address noise and vehicle delays.

Background information: The Committee and Council approved the draft Request for Proposal (RFP) documents in April of 2022.

The RFP document was sent to the following companies:

- Mead & Hunt – no response
- Strand- declined due to lack of resume with rail
- MSA – plan to submit next week prior to the meeting
- AECOM – declined due to limited time and broad scope of work
- EMCS - declined
- CBSsquared – no response
- LinqThingz – submitted a proposal that is attached
- HNTB – no response
- Terratec Eng – no response
- Benesch – no response
- Patrick Co. – submitted a proposal that is attached

Options available:

Review and consider the proposals

Action you are requesting the committee take: Consider approving a proposal and moving forward with negotiating a contract to begin work.

How will the item be financed? This is an eligible project for the Downtown TIF.

Feasibility Study: Alternatives addressing vehicle delays and rail usage in the City of Wisconsin Rapids, WI

LinqThingz

11414 W Park Pl.,
Milwaukee, WI 53224

TAPCO

5100 W Brown Deer Rd,
Milwaukee, WI 53223

July 6, 2022.

Background

Increasing freight rail traffic has plagued communities for decades with increased congestion, delays, noise and safety consequences. Wisconsin Rapids experience s1500' backups multiple times a day, frequent complains about noise and a plethora of rail congestion related issues. There is a history of searching for solutions including a rail relocation initiative back in 2000. We plan to perform a **Comparative Study for improving sustainability, reducing congestion, reducing noise and improving safety while minimizing costs and implementation hurdles of improvements.** The study will focus on the grade crossings at Gaynor Ave, 17th Ave S, Chase St, W Grand Ave, High St and Fremont St. while also considering impacts on other relevant crossings and/or potential relocation areas. The purpose of the study will be to find the optimal solution for reducing rail congestion and noise within the City of Wisconsin Rapids. This includes:

- evaluate rail movements and operations within the study area
- identify opportunities to decrease congestion and noise due to rail traffic
- analyze potential alternatives and improvements to the existing bridge and rail alignment, and
- determine the physical and financial viability of such potential improvements.

There are other rail congestion studies and post-project lessons learned studies that will be referenced including but not limited to:

- Decatur Area Transportation Efficiency Study, by URS, 2013
- San Antonio Region Freight Study, by HNTB, 2008
- Rail Location Projects in the US: Case Studies and lessons for Texas rail planning, by Texas Transportation Institute, The Texas A&M University System, March 2007
- Highway-Rail Crossing Safety Improvements by Diverting Motorist to Alternate Routes, by Department of Civil Engineering University of Nebraska-Lincoln, 2018
- Information Provided in Previous Studies by the City of Wisconsin Rapids.

The Study will include these five major tasks:

TASK 1: Investigate, review and inventory at-grade railroad crossings, road characteristics, etc.

This will include highway and rail data. We will use WISDOT (AADT) values to assess highway traffic. We will take pictures and use GIS data to assess crossing physical characteristics. We will install temporary sensors on municipal property along CN line to measure rail traffic. These sensors will collect all blocked crossings data at 0.1 second intervals along with measurement of speed, direction and length of train traffic. This will be performed using LinqThingz's TrainLinq product at W Grand Ave and Gaynor Ave. The data will include calculated count of blocked vehicles, time of blocked vehicles, approximate noise level elevation, rail through versus rail switching delays, estimated fuel usage, estimated carbon pollution, estimated excess fuel usage, estimated citizen productivity costs, estimated logistics impacts, and estimated emergency response impacts at all crossings along that stretch of CN line. We will combine existing City of Wisconsin Rapids data with newly collected data.

TASK 2: Define concerns and issues.

Issues: We will use data collected from task 1 along with reports, calculators and guidelines regarding rail congestion and noise published by FRA, FHWA, WISDOT, CN and other standard sources to identify, list and prioritize issues regarding the at grade crossings and rail traffic in the City of Wisconsin Rapids.

Concerns: We will collect information regarding concerns from city leaders, stakeholders, businesses and citizens. This will include existing community reports and new community surveys. We will propose three types of surveys 1) Survey for city leaders 2) Survey for companies in the community 3) Survey for citizens. We propose the creation of a community online survey that could be promoted through e-mail, social media, public notice and city news letters. The survey will include questions approved by the city. The proposed survey will require identity validation. The survey is based on surveys in other cities with rail congestion problems like Decatur, IL (https://www.decaturil.gov/wp-content/uploads/2017/07/DATES-Final-Report_Dec-2013.pdf). To summarize, concerns and issues will be collected from several sources including but not limited to:

- Standard Government Publications
- Demographics of Existing and potentially rerouted areas
- Canadian National Railroad feedback
- Local Chamber of Commerce / Business Groups
- Social Surveys to various city stakeholders

TASK 3: Identify and compare alternatives to address those concerns.

1. Quiet Zone: Quiet zone solutions can help the noise problem but do little to solve current congestion and safety problem. Quiet zones introduce new safety issues. We will analyze and report the benefits, installation requirements and expected results of implementing quiet zones. The quiet zone analysis will use available FRA calculators with most recent traffic information.

2. Grade Separation: Grade separation, if fully implemented, can reduce noise problem, congestion and safety problems and can make incremental improvements for partial implementation. We will analyze the requirements and expected outcomes for partial and full grade separations.

3. Rail Relocation: Rail relocation can reduce noise and congestion for one part of the city while increasing it for other parts of the city. It also requires agreement between many stakeholders including the rail company, the state and federal agencies to be part of the project. We will analyze requirements and expected outcomes.

4. Technological Options: GPS phone applications with routing option, etc. New technology solutions that collect information about locations of trains, identify future rail blockages and provide real-time routing

guidance through mobile applications, mapping services, computer-aided dispatch, street-mounted variable message signage, and emerging connected vehicles services can provide safety improvements, reduction in congestion and with new legislative changes could result in alternative Quiet Zone solutions in order to also reduce noise. In addition, this solution creates a dynamic, two way communication with drivers that can be used to measure and improve behaviors. We will analyze the requirements and expected results.

5. Alternate Routing: with physical improvements to aid in diverting traffic around trains.

Alternate routing through road closing, one-way road creation and moving/changing road location can improve congestion, safety and noise. These kinds of changes can benefit some members of the community why causing additional problems for other members. Alternate routing, like moving rails, requires agreement between multiple stake holders. We will analyze requirements and expected outcomes.

TASK 4: Identify costs, grant funding

The alternatives analyzed in TASK 3 can have vastly different costs and sources for funding. Quiet zone, Grade Separations, and Rail Relocation solutions impact initial and ongoing costs to both the city, state, federal government and the rail road and are typically funded through a variety of grants, local funds and rail road budgets. Alternate routing, depending on jurisdiction, impact initial and ongoing costs to both the city, state and federal government but have small requirement or impact on rail companies. Alternate routing solutions are typically funded through a variety of federal, state grants and local municipal budgets. Technology solutions have cost impacts directly to the municipality and require little responsibility from state, federal, and railroad sources. These technology solutions, however, can be funded by a variety of local, state, federal grants. The study will include grant opportunities including but not limited to:

- CMAQ - Congestion Mitigation and Air Quality Improvement Program
- ARPA America Rescue Plan Act
- Bipartisan Infrastructure Investment
- Section 130 Federal Highway Administration's (FHWA) Highway Safety Improvement Program (HSIP)
- CRISI
- Carbon Reduction-related grants
- Grants related to under served communities
- Wisconsin General Transportation Fund grants
- Alternative/Sustainable funding sources

These grants include traditional transportation grants as per alternative 1,2,3 and 5. The technology solutions also have the opportunity to be funded by communication grants (for the communication infrastructure), and inclusiveness grants (for variable message signage for community members without mobile devices). In addition, this information has the ability to be sold to citizens, logistics companies, emergency services, mapping companies, etc. and secure commercial sponsorship. Thus, the technology solution can be sustainable with only minor long-term costs to the community, state, federal and rail stakeholders. We will analyze costs and sources of support and funding for the various solution alternatives.

TASK 5: Implementation of alternatives.

The efforts and hurdles surrounding implementation of alternatives, like the costs, varies greatly. On one end of the spectrum is rerouting rails. Rerouting rails represents significant communication, negotiation and buy-in from multiple sources including the rail road; the state and federal government agencies; potential neighboring communities; and the local acceptance from community members that may/may not benefit from the movement of the rails. On the other end of the spectrum is the ease of implementing technology solutions. Technology solutions really only require the approval of the municipality. Potentially, these solution could even be

architected on private property requiring almost no cost or approvals. The time required to implement the solutions varies widely as well. Rail rerouting could take years to plan and implement. Off the shelf technology solutions could be implemented on the order of weeks for immediate benefit. We will analyze and compare the implementation requirements for the solution alternatives in TASK 3.

TASK 6: Recommendation

We will prepare a final report that summarizes the results from TASK 1, TASK 2, TASK 3, TASK 4, and TASK 5 along with a recommendation based on a cost benefit comparison matrix. Benefit metrics will be used that can be compared among all solution alternatives. Cost metrics (including price) will be used that can be compared among all solution alternatives. The cost benefit matrix will be totaled for each alternative and the totals will be compared to provide a recommended solution priority. Two drafts of the report will be provided for changes/feedback and a final report and executive summary will be provided in printed and electronic form.



Figure 1: Map of Rail Crossings in Wisconsin Rapids

Statement of Qualifications

LinqThingz and TAPCO both have extensive experience in deploying rail, traffic and technology solutions and also work with and draw from Engineering, Design and Architectural company partners.

LinqThingz: LinqThingz is a technology company focused on Predictive Mobility solutions. Our goal is to create safer, less congested, more sustainable solutions for traffic, including grade-level crossings. The cross-buck was patented in 1867 when roads were dirt and traffic was horses. Over 70% of accidents that occur at grade-level crossings happen when gates are down. It is time for a new solution that fits the way the modern world works. Our team has solved problems including one of the top 5 problems facing the support of the F35 fighter for Lockheed Martin and new ways to manufacture brake systems for Tier 1 automotive manufactures.

TAPCO: (Traffic and Parking Control Co., Inc.) is headquartered in Brown Deer, Wisconsin and is dedicated to manufacturing, distributing and servicing the latest innovations in roadway safety. Family owned for three generations, TAPCO is now celebrating its 65th year of providing safe travels. The company was even named a 2021 Top Workplace by the Milwaukee Journal Sentinel. Our industry experts and technical engineering team have the ability to customize any solution and quickly resolve complex problems.

Reference #1:

Company Name: TAPCO – WisDOT Southwest Region

Contact Name: Kyle Hemp, P.E.

Address: 2102 Wright Street, Madison, WI 53704

e-mail: Kyle.Hemp@DOT.WI.GOV

Contract Period: 2016-2019

Contract Cost: \$4,800

Description: Installed Railroad Monitoring System at Memorial Dr @ Hwy US 51. Janesville to alert Traffic Management Center (TMC) when trains block the crossings to avoid sending detour through the crossings

Reference #2:

LinqThingz, Inc. - City of Janesville

Contact Name: Gordy La Chance

Address: 18 N Jackson St. Janesville, WI 53548

e-mail: lachanceg@ci.janesville.wi.us

Contract Period: 2019-2022

Contract Cost: \$18,000

Description: Predictive Mobility system installed to monitor 6 rail lines into/out of city and 4 switching lines to provide advanced warning of blocked crossings to the municipality, companies and citizens.

Reference #3:

Company Name: LinqThingz – City of Fond du Lac

Contact Name: Kathryn Duveneck

Address: 160 S Macy St. Fond du Lac, WI 54935

e-mail: kduveneck@fld.wi.gov

Contract Period: 2018-2022

Contract Cost: \$6500

Description: Predictive Mobility system installed at one crossing to monitor closed crossing for bridge repair over river and as initial test of Predictive Mobility sensors.

Cost of Services

Below is a summary of time and material costs for each TASK

TASK	TIME/MATERIALS	COST
TASK 1 INVESTIGATE	40 hours, Sensor Deployment	\$7000
TASK 2 DEFINE	40 hours	\$4000
TASK 3 ALTERNATIVES	20 hours	\$2000
TASK 4 FUNDING	10 hours	\$1000
TASK 5 IMPLEMENTATION	20 hours	\$3000
TASK 6 RECOMMENDATION	20 hours	\$2000
TOTAL		\$19,000

Schedule

Item 1

Kick-off and coordination with City Stakeholders

Item 2/Task 1

1 week set up sensors, 4 weeks collect data, 1 week remove sensor total results

Item 3/Task 2

1 week set up/approve surveys, 4 week collect surveys/identify issues , 1 week total results

Item 4/Task 3

1 WEEK collect information on alternatives and summarize results/City Update.

Item 5/Task 4

1 WEEK collect information on funding and summarize results/City Update.

Item 6/Task 5

1 WEEK collect information on implementation and summarize results.

Item 7/Task 6

1 WEEK create recommendations.

Item 8

City Update/Deliver Results

TOTAL PROJECT TIMELINE 12 weeks.

Price \$19,000 USD

Contact:

Kurt Brandt, Ph.D., CEO
LinqThingz, Inc.
11414 W Park Pl
Milwaukee, WI 53224
kbrandt@linqthingz.com
office: 650-600-9677
mobile: 414-550-9549



July 6, 2022

Joe Eichsteadt, PE
City Engineer
City of Wisconsin Rapids
444 W Grand Ave
Wisconsin Rapids, WI 54495

Subject: Proposal to Provide Professional Engineering Services
Feasibility Study for Alternatives Addressing Vehicle Delays and Rail Usage
City of Wisconsin Rapids, WI

Mr. Eichsteadt,

Thank you for contacting Patrick Engineering (Patrick) regarding the feasibility study to improve congestion due to train traffic in Wisconsin Rapids. It is our understanding that the City of Wisconsin Rapids ("City") is interested in recommendations to prevent excessive delays for cars and noise from train horns through the State Highway 34 corridor. The operating railroad through the corridor is Canadian National Railroad (CN).

Patrick has successfully designed and constructed numerous projects with municipalities and CN. A key element to this success is accuracy and feasibility of the recommendations and cost estimates provided to the City for their review. It is important to know the requirements and preferences of the railroad to prevent any delays on potential alternatives the City will want to pursue. Additionally, this process helps to reduce surprises or conflicts before moving forward with additional design and committing substantial resources to the project. This letter proposal serves to outline Patrick's proposed scope of services, fee, and experience to provide a feasibility study.

EXPERIENCE

Patrick has been hired by municipalities to analyze the existing conditions or crossings, provide recommendations of improvements, and compile all the necessary forms to apply for a Quiet Zone through their towns. Patrick has also assisted the towns in their recertification applications for their existing quiet zones. A Quiet Zone Patrick recently recertified is the Vernon Hills Quiet Zone in Northern Illinois. This Quiet Zone Recertification included a group of three (3) quiet zones through over 10 towns with a total of 37 crossings.

Vernon Hills Reference:
David Brown
Village of Vernon Hills
Public Works Director / Village Engineer
847-918-3544
DaveB@vhills.org

Patrick was hired by the Lake County DOT to design a grade separation at Washington St in Lake County, Illinois. The roadway was lowered to go underneath the CN and Metra tracks. The project was split up into two phases with Patrick was involved in both. Phase I included extensive stakeholder involvement



program, including Community Advisory Group Meetings, to achieve consensus on the scope of reconstructing and adding lanes along the 1.5-mile corridor as well as a grade separation at the CN Railroad. Environment issues, utility investigations, and railroad and ICC coordination were all critical advancing the project forward. Phase II consisted of the design of a rail bridge structure, a new pump station, and a retaining wall along a bike path to lower the road below the tracks. During construction, a railroad shoofly and temporary road crossing were put in place to keep both vehicle and train traffic open during the construction process.

CN Reference:

Scott Anderson
Canadian National Railroad
Manager, Business Development
312-292-1063
Scott.anderson@cn.ca

Patrick has also worked on road construction projects in Wisconsin. Patrick currently is under contract with Wisconsin Department of Transportation (WisDOT) as the Project Lead on multiple projects including the Moorland Road Construction work between I-94 and Bluemound Road in Waukesha County currently under construction.

WisDOT Reference:

Brian Boothby
WisDOT
Southeast Project Manager
414-416-9536
Brian.boothby@dot.wi.gov

SCOPE OF SERVICES

Patrick's general scope of services under this proposal is the preparation of a report outlining multiple alternatives and our recommendations to alleviate traffic delays due to the train traffic through the City. The alternatives that will be evaluated include but are not limited to a Quiet Zone, Grade Separation, Rail Relocation, an App used to help navigate traffic around occupied crossings, and relocation and adjustment of the roadway. The intent of this is to provide the City with more than enough information for the City to make an informed decision on which alternative would be most suitable. Patrick's proposed scope of work will be:

Investigate, Review and Inventory At-Grade railroad Crossings, and Road Characteristics

1. A site visit will be performed to investigate the existing conditions of the crossings and rail traffic. A meeting will be scheduled at the same time as the site visit and can be held in the field or at City Hall. The meeting will be used to discuss local concerns and potential constraints. All additional meetings after the initial site visit will be virtual.
2. Patrick will compile additional information about the crossings for public access such as Crossing Inventory Reports, WisDOT traffic counts, and information provided directly from the City.



Define Concerns and Issues

1. Known concerns and issues include noise from train horns and traffic delays due to slow train traffic through the City.
2. Based on the site visit and meeting with the City, Patrick will compile a list and explanation of the Concerns and issues facing the City. The different Issues will be prioritized based on impacts to safety and delays.

Identify and Compare Alternative Methods to Address Concerns

1. Patrick will provide alternative methods to mitigate concerns and issues identified during the site visit and meetings.
2. High level concept exhibits will be included when applicable for the different alternatives. If a grade separation of a crossing is considered, a 3D exhibit using ConceptStation will be used. ConceptStation is software provided by Bentley Corporation that allows for quick and accurate renderings for both road and rail projects which will provide a true representation of the impacts of a project.

Identify Costs, Grant Funding

1. Patrick will provide a high-level cost estimate for each alternative to be used as an order of magnitude cost comparison for the City.
2. Patrick will also identify improvements that will qualify for Grant Funding such as the Federal IJIA programs for passenger and freight rail including Consolidated Rail Infrastructure and Safety Improvements (CRISI) and the Railroad Crossing Elimination Grant Program. In addition, we will look at WisDOT's programs including the Freight Railroad Infrastructure Improvement Program (FRIIP) and the Transportation Economic Assistance Program (TEA).

Implementation of Alternatives

1. Patrick will provide the City with a description of the implementation process of the alternatives discussed. The description will include an estimated schedule and cost of the process.
2. As an additional scope item and cost, Patrick will be able to assist the City in the implementation of any alternatives the City decides to pursue. The additional scope and cost will be dependent on the alternatives selected by the City.

Recommendation

1. Patrick will provide the City with a final report summarizing all the alternatives studied and provide a way to compare them.
2. Patrick will provide a recommendation of which alternative(s) that the City should implement.

Anticipated Deliverables:

1. Final report detailing the methods studied and our final recommendation.
2. An Executive Summary will be included with the report summarizing our recommendation.



Key assumptions and exclusions:

1. All methods recommended and reviewed are at a high-level review and will need additional study/engineering before being implemented.
2. No additional traffic study will be done during this process. All recommendations will be based on information provided by the City and that which is easily publicly available.
3. Cost estimates will be an order of magnitude estimate to give the City an idea of the cost to implement each idea.
4. Potential property, environmental, geotechnical, or permitting issues may be identified during the feasibility study process, and the design may evolve to mitigate these potential issues during the concept design process. However, investigations into property or permitting considerations (environmental, construction, or operational) are not included in this proposal.
5. Available existing information will be utilized to determine the approximate locations of buried infrastructure. This information may be provided from historical drawings or photos of surface evidence. A field investigation into the presence of utilities will not be included in the feasibility study.

Schedule

1. Initial Meeting and Site Visit with the City within 5 business days from Notice to Proceed (NTP).
2. Issue final Report and Executive Summary to the City 25 business days from Meeting and Site Visit.

FEE

Patrick proposes to perform the work outlined in this proposal based on the Time and Materials (T&M) shown in the chart below.

Base Cost Proposal		
Task	Estimate of Hours	Cost, \$
Task 1 – Investigation	24	\$4,000
Task 2 – Define	8	\$1,000
Task 3 – Alternatives	52	\$7,000
Task 4 – Funding	28	\$4,000
Task 5 – Implementation	8	\$1,000
Task 6 – Recommendation	15	\$3,000
Total Base Cost	135	\$20,000



AGREEMENT AND AUTHORIZATION

This proposal letter may only be modified in writing and is valid only when a purchase / work order is accepted and returned to Patrick Engineering Inc. within 30 days of the date of this letter.

We are excited for the opportunity to assist you with this important project. If you have any questions, please feel free to contact either of us at your earliest convenience. We are ready to begin work upon your approval and look forward to beginning our business relationship. If you would like to discuss this proposal, please do not hesitate to contact us at 630-795-7200.

Sincerely,
PATRICK ENGINEERING INC.

A handwritten signature in black ink, appearing to read "Earl Wacker".

Earl Wacker
Director Rail & Transit

A handwritten signature in black ink, appearing to read "Tim O'Connor".

Tim O'Connor, P.E.
Project Manager

DS/ds



Public Works Committee

Date of Request: 7/6/2022

Requestor: Joe Eichsteadt on behalf of Sheri Evanson

Request/Referral:

Review and consider modifying parking ordinance to allow parking on Baker Street between 5th Street and 7th Street.

Background information:

Baker Street is a 44-foot wide standard arterial with two travel lanes and two bike lanes. Parking is not allowed on either side of Baker Street from Market Street to 17th Street North.

Options available:

- Keep parking restrictions in place.
- Allow parking on both sides of Baker Street from 5th Street to 7th Street (Figure 2). All lanes will be reduced minimum widths accommodate two parking lanes. This option will use the existing road markings.
- Allow parking on the south side of Baker from 5th Street to 7th Street (Figure 3). One standard sized parking lane with two bike lanes. Option will require repainting the road. The road markings are less than 3 years old.

Action you are requesting the committee take:

If parking is deemed necessary, one parking lane (Figure 3) is the preferred option.

How will the item be financed?

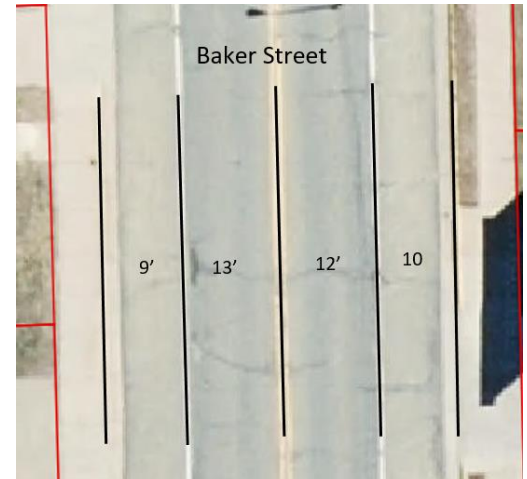


Figure 1 Existing Condition

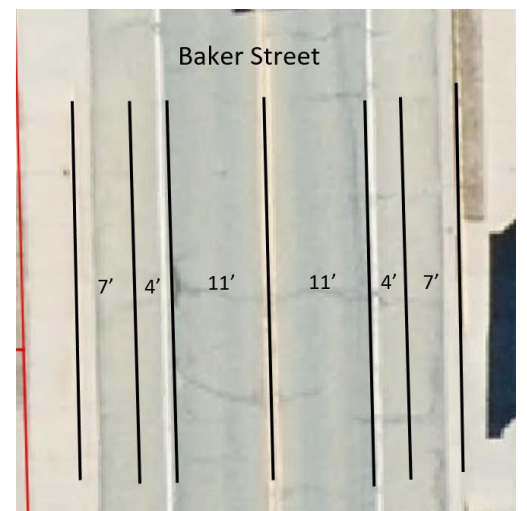


Figure 1 Two Parking Lane

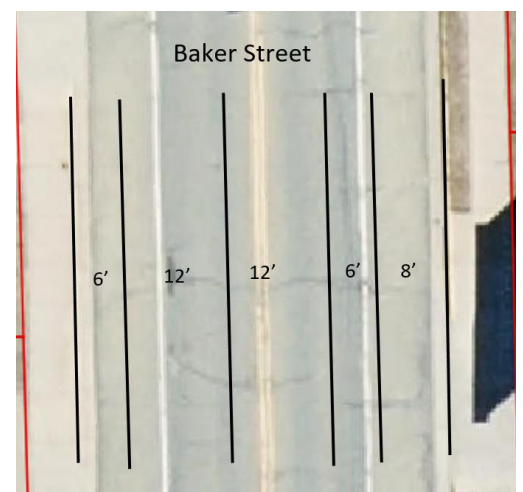


Figure 2 One Parking Lane

PUBLIC WORKS COMMITTEE REFERRAL LIST:

2022

1. Request from Alderperson Tom Rayome to discuss the future of 8th St S. (2016)
2. Request by Alderperson Cattnach to reconsider the City's overnight parking ordinance (2021)
3. ~~Request by Alderperson Austin to consider developing a Responsible Bidder Ordinance~~
4. ~~Request by Alderperson Kellogg to study traffic speed along Chestnut from 8th Street to Hill Street and make recommendations (2020) — study was done when there were no school-related activities. Will continue study when school is in session and will report back to committee.~~
5. ~~Request by Alderperson Evanson to review parking ordinance for any inconsistencies between ordinance language and signage throughout the City (2021)~~
6. ~~Request by Alderperson Bemke to perform an intersection analysis and determine sign warrants, if any, for 12th St S and Chestnut St.~~
7. Request by Alderperson Austin to consider a feasibility study for reducing noise and vehicle delays due to railroad tracks along the west side of the City at and between crossing from Gaynor Ave to High St.
8. ~~Request by residents along Smith St and Cherry St to not reinstall sidewalk along these road projects.~~
9. Review and approve the conditions for a street privilege permit for Mead Witter Foundation, Inc.
10. Review the bid results for the West Riverview Expressway Traffic Signal Improvement project and consider awarding the contract to the low, qualified bidder.
11. Request from Zacher to consider removing pavers in west boulevard of 2nd Ave S between roundabout and Lyons St and replacing with colored, stamped concrete.



Human Resources Committee Meeting Minutes July 12, 2022

Human Resources Committee

Jay Bemke, Chairperson
Patrick Delaney, Secretary
Tom Rayome

The Human Resources Committee held a meeting in the Council Chambers of City Hall, 444 West Grand Avenue, Wisconsin Rapids, and via remote videoconferencing, on Tuesday, July 12, 2022, at 1:30 p.m. All Committee members were present. Also present were Tim Desorcy, Sarah Anderson, Ben Goodreau, Todd Eckes, Derek Matykowski, Ryan Hartman, and Kelly Warrington.

Agenda

1. Call to order

The meeting was called to order by Chairperson Bemke at 1:32 p.m.

2. HR Updates

- a. CSS Police Chief update
- b. Current Recruiting

Updates provided- no action taken.

3. Fire Department Presentation called Reducing Liability.

Presentation was given by Chief Eckes, Battalion Chief Goodreau, and Lt. Matykowski. Questions were asked and answered. No action taken.

4. Adjournment.

Motion by Rayome, seconded by Delaney to adjourn. Motion carried 3-0. The meeting adjourned at 2:48 p.m.



MINUTES
MEETING OF THE COMMITTEE OF THE WHOLE
WISCONSIN RAPIDS COMMON COUNCIL
MONDAY, JULY 14, 2022
6:00 P.M.

A meeting of the Committee of the Whole of the Wisconsin Rapids Common Council was held in the Council Chambers at City Hall, 444 West Grand Avenue, and via remote videoconferencing on Thursday, July 14, 2022, at 6:23 p.m. The public was invited to listen to the audio of the meeting. The meeting was also streamed LIVE on the City's Facebook page.

All Alderpersons were present, except Alderperson Rayome. Also present were Mayor Blaser, Jennifer Gossick, Tim Desorcy, Tyler Mickelson, Kyle Kearns, and Paul Vollert.

1. Call to Order

Council President Veneman called the meeting to order at 6:23 p.m.

2. Preliminary Discussion Regarding the 2023 Budget

The 2023 Budget was discussed. No action was taken on this item.

3. Adjournment.

There being no further business before the Committee, the Committee of the Whole adjourned at 8:21 p.m.

Respectfully submitted,

Jennifer M. Gossick, City Clerk

Regular Meeting of the Water Works and Lighting Commission
Wednesday, June 8, 2022

There were present:

Commissioner John Bergin
Commissioner John Harper
Commissioner Tom Nowak
Commissioner Jay Bemke

Also in attendance: Jem Brown, Roxanne Gronske, Todd Weiler, Jeff Kuhn, Josh Elliott, Dale Scheunemann, Lynn Schroer and Tyler Sneed.

1. Call to Order

Chairman Tom Nowak called the meeting to order at 1:00 PM. Commissioner Rick Merdan was excused from today's meeting.

2. Approval, additions or corrections to the minutes of the following meeting

2.1 Special Commission Meeting held April 7, 2022

There was a motion made by John Bergin, seconded by Jay Bemke, and carried to approve the minutes of the Special Commission Meeting held on April 7, 2022, and to place them on file. There were no nay votes recorded.

2.2 Regular Commission Meeting held May 10, 2022

There was a motion made by Jay Bemke, seconded by John Bergin, and carried to approve the minutes of the Regular Commission Meeting held on May 10, 2022, and to place them on file. There were no nay votes recorded.

3. Action items

There were no action items.

4.0 Department updates

4.1 Safety Committee Report

The commissioners reviewed the safety committee minutes and safety coordinator's monthly report.

4.2 Line Superintendent's Report

This report was reviewed and discussed. Josh Elliott answered questions regarding the number of trouble slips, work orders and call-ins for May.

4.3 Water Department Operations Report

This report was reviewed and May water projects were discussed.

4.4 Customer Support Supervisor's Report

This report was reviewed and current electric disconnections were discussed.

4.5 Director of Finance's Report

This report was reviewed and discussed. Jeff Kuhn answered questions regarding the recently implemented payee positive pay on the utility's account payable checks. This program verifies that every check that was written by WW&LC has not been altered in any way and is being presented as written. Material costs were also discussed due to the significant increase in prices. Some projects that we had planned to do this year have been put off because of this anticipated increase.

4.6 Information System's Administrator's Report

This report was reviewed and in Matt Stormoen's absence Todd Weiler answered questions regarding the installation of cameras at the water towers. Todd stated that cameras have already been installed at the substations and wellhouses and that this was done as a security measure.

4.7 Conservation Manager's Report

This report was reviewed and discussed.

4.8 Electrical Engineer's Report

This report was reviewed and Tyler Sneen detailed the annual system thermal scanning that was done by Van Ert Electric and detailed their findings.

4.9 Director of Engineering & Electric Operations

This report was reviewed and Todd Weiler updated the commission regarding the recent filter plant breaker trips and answered questions. Todd

stated that he feels that it would be a good idea to investigate the cost to build a new electrical room for the filter plant that would be pressurized and the sensitive equipment relocated to.

4.10 General Manager's Report

This report was reviewed and was discussed. Jem Brown answered questions regarding the termination of the MPU steam plant contract and term sheet for the GLU east power pool. Jem stated that he has a conference call on this tomorrow.

5. Review of accounts payables

A listing of all invoices and checks covering May was provided to the commission for review.

6. Adjourn

There was a motion made by John Harper, seconded by John Bergin, and carried to adjourn at 1:35 PM. No nay votes were recorded.

Respectfully submitted,

John Bergin, Acting Secretary

ALEXANDER FIELD
SOUTH WOOD COUNTY AIRPORT
MUNICIPALLY OWNED

MEETING MINUTES

AIRPORT COMMISSIONERS:

Shane Blaser, Mayor
Jeremy Eichorn, Chairman
Joseph Zurfluh, President
Brad Hamilton, Alderman

MUNICIPALITIES:

City of Wisconsin Rapids
Town of Grand Rapids
Village of Port Edwards
City of Nekoosa

6/9/22

The South Wood County Airport Commission met on Thursday June 9, 2022 at 8:00 AM at the South Wood County Airport, Alexander Field. Members present were Shane Blaser, Jeremy Eichstad, Brad Hamilton and Joe Zurfluh. Also in attendance were Arne Nystrom, Dennis Polach, Merry Mackenzie, Randy Gustafson, Tom Davis, Ryan Falch, Paul Tranel, Tom Becker, and Jeremy Sickler.

1. Call to order: Chairman Blaser called the meeting to order at 8:00 AM.

2. Election of Officers

Election took place during the May meeting.

3. Approval of previous month's minutes (5-5-22):

Motion by Commissioner Hamilton, 2nd by Commissioner Eichorn to approve the minutes as presented. Motion carried.

4. Airport Manager's Report:

Airport Manager Sickler presented the monthly report and updated the Commission on the progress of the ongoing and future projects. The fuel system project has been delayed several times for various reasons. Fuel inventory management has been difficult as a result of the delays. The system will not be operational for at least a few more weeks.

Appraisals have been sent to property owners affected by the first phase of the obstruction clearing project. Generally the appraisals have been received well. So far there haven't been any reported objections or requests for second appraisals.

Sickler reported that the activity in May was well above historical averages. Motion by Commissioner Hamilton, 2nd by Commissioner Zurfluh to approve the Airport Managers Report. Motion carried.

5. Old Business

a. Discuss and consider action regarding Off The Clock: Sickler received an estimate for catered sandwiches for the event. Motion by Commissioner Zurfluh, 2nd by Commissioner Hamilton to approve purchase of refreshments not to exceed \$1000. Motion carried.

b. Discuss and consider action regarding creation of an Airport suggestion box: Chairman Blaser proposed a suggestion box be kept in the Airport terminal to provide an anonymous option for suggestions. Motion by Commissioner Eichorn, 2nd by Commissioner Hamilton to approve the purchase of a suggestion box. Motion carried.

c. Discuss and consider action regarding Ron Gabrys' leases: One lease had been modified via addendum to allow for a cosigner. The other was renewed as of January 2022. Both agreements had been reviewed by legal counsel. Motion by Commissioner Hamilton, 2nd by Commissioner Eichorn to approve the leases as presented. Motion carried.

6. Review of Financial Statements

Financial statements were presented and reviewed. Motion by Commissioner Hamilton, 2nd by Commissioner Zurfluh to approve the financial statements as presented. Motion carried.

7. Future agenda items:

None

8. Public Comment

EAA members brought up hangar numbering, contractor guidelines, and distribution of the link to the survey.

9. Correspondence received: None

10. Set next meeting date:

Thursday July 7 at 8:00 AM.

11. Adjourn: Motion made by Commissioner Hamilton, 2nd by Commissioner Blaser to adjourn at 083. Motion carried.

Minutes prepared by Jeremy Sickler, Respectfully reviewed and submitted, Chairman Blaser



SOUTH WOOD COUNTY AIRPORT
Jeremy Sickler, Airport Manager

June 2022

Airport Development:

Fuel System Construction: Several significant delays have pushed the completion of the project back as far as September or October. After the delay in delivery of the pump cabinets the new delay is installation of the electric service. WWLC doesn't schedule projects until payment is received and payment wasn't received until late June. WWLC scheduling is out a couple of months.

Obstruction Removal/Easement Acquisition: MSA real estate staff has been contacting property owners. Appraisals are being well received with little or no pushback on values or insistence on new appraisals. Properties are analyzed based on the difference between the value of the property before and after the easement acquisition. The majority of the negotiation regarding owner expectations, state requirements, and Airport regulations will take place during this phase.

Fuel Type	Previous month	Current month	This month last year	2022 year to date	2021 year to date	Year over Year
100 LL	999.98	630.63	1697.52	4330.61	6076.75	71%
Jet A	8886.00	8280.00	2155.93	23197.64	22428.67	103%
TOTAL	9885.98	8910.63	3853.45	27527.95	28505.42	97%

Airport Monthly Revenues:

Sales

Fuel:	\$53430.49
Ramp Fee:	\$1444.15
Lav Fee:	\$300.00
GPU:	\$225.00
Call Out Fee:	\$375.00
Transient Hangar:	\$1766.59
Catering:	\$0

Year over year total fuel gallon sales comparison through May:

2020 - 23995.81 gallons

2019 - 25007.03 gallons

Airport Maintenance Issues

The entry gate at Two Mile and Third street is still out of service. Several repair attempts have been made and a solution is still being sought. American Fence is well aware of the situation and is involved in troubleshooting and diagnostic.

CITY OF WISCONSIN RAPIDS
PARKS / RECREATION / BUILDINGS
444 West Grand Avenue, Wisconsin Rapids, WI 54495-2780, (715) 421-8240

Parks & Recreation Commission Minutes

June 13, 2022

A regular meeting of the Wisconsin Rapids Parks & Recreation Commission was held in the Council Chambers and via remote videoconferencing on Monday, June 13, 2022, at 4 p.m. The public was invited to listen to the audio of the meeting. The meeting was also streamed LIVE on the City of Wisconsin Rapids Facebook page.

1. Call to order.

Commissioner Veneman called the meeting to order at 4:01 p.m.

Commissioners present in the City Hall Council Chambers were Craig Broeren, Tom Ekelin, Patrick Gatterman, Lee Thao, and Dean Veneman. Tom Rayome appeared via videoconference. Staff present in the Council Chambers were Dawn Desorcy, Allie Keena, Jake Klingforth, Mike Potocki, and Kelly Warrington. Tim Desorcy appeared via videoconference. Also attending in the Council Chambers was Alderperson Dennis Polach. Unable to attend were Kris Barteck, Mayor Blaser, and Carolynn Martin.

2. Approve May 9, 2022, meeting minutes.

A motion was made by Commissioner Broeren, seconded by Commissioner Gatterman, to approve the minutes of May 9, 2022. Motion carried.

3. Update on Skate Park.

Interim Police Chief Potocki gave an overview on steps being taken to deter kids from vandalizing the Skate Park. Some steps being taken include monitoring cameras when an incident occurs, issuing extra patrol in the area, banning kids who are causing problems, and issuing citations.

4. Update on Aquatics Center opening week.

The Aquatics Center hosted a staff training on June 3 to prepare for opening day on June 7. Because of cool and rainy weather, the early season has not been as busy as previous years, but it will get busier as the weather warms up. There are several parties planned for the summer.

5. Discussion on fencing the Aquatics Center Outdoor Shelter area.

There has been \$18,000 worth of vandalism at the Aquatics Open Shelter since its opening in 2020. Fencing the outdoor shelter area was presented as an option by Jake Klingforth to prevent further vandalism from taking place. Consensus was to place signs stating that there are security cameras on the premises and to continue to monitor the Aquatics Center Open Shelter.

6. Update on safety items for CORP.

The main concerns are resurfacing areas at parks, such as the asphalt at the Zoo, the basketball court at Sand Lot, and making pavilions handicap-accessible. A decision will need to be made on the future of the Mead Field tennis courts. Jake Klingforth will prioritize what parks need and present future projects at upcoming meetings.

Parks & Recreation Commission Minutes

June 13, 2022

Page 2

7. Update on park outlay.

Some items that were approved last year have been purchased using park outlay. Garbage cans have been placed, automatic locks at Sand Lot, the Zoo and Lyon Park will be installed, and we are waiting on parts for the kayak launches.

8. Update on Teske budget.

There is \$311,000 remaining in the Teske fund. There is ongoing discussion on what this money will be used for, and ideas will be presented at a future meeting.

9. Discuss ideas for use of room tax money.

Room tax money is bookmarked for park outlay, and, by ordinance, is intended to be used for a public purpose. If there are other ideas for use of room tax money, there would need to be further discussion on this item.

10. Bills.

A motion to approve the bills was made by Commissioner Thao, seconded by Commissioner Gatterman. Motion carried.

11. Staff report.

Jake and Dawn presented reports.

12. Adjourn.

A motion was made by Commissioner Gatterman, seconded by Commissioner Ekelin, to adjourn. Motion carried. The meeting adjourned at 5:18 p.m.

Future meeting items will include an update on strategic planning (safety and prioritizing parks), room tax money, and an update on the zoo fund (Teske and budget).

Allie Keena, Recording Secretary



CITY OF WISCONSIN RAPIDS POLICE & FIRE COMMISSION
MEETING MINUTES
June 15, 2022
7:30 A.M.

1. Call the meeting to order.

Commissioner King called the meeting to order at 7:30 a.m.

2. Roll call.

Present in person at City Hall were Commissioners Albrecht, Bender, Grode, King and Yonkovich; and Interim Police Chief Mike Potocki, Deputy Fire Chief Jason Joling, Ryan Hartman, Sue Schill, Steven Ross and Steven Rinzel.

3. Approve the May 11, 2022 meeting minutes.

A motion was made by Commissioner Grode, seconded by Commissioner Yonkovich, to approve the May 11, 2022 meeting minutes. Motion carried.

4. Approve the May 20, 2022 meeting minutes.

A motion was made by Commissioner Grode, seconded by Commissioner Bender, to approve the May 20, 2022 meeting minutes. Motion carried.

5. Discuss the monthly report and activities of the Police Department with the Interim Police Chief.

A motion was made by Commissioner Albrecht, seconded by Commissioner Bender, to approve the monthly report and activities of the Police Department. Motion carried.

6. Discuss the monthly report and activities of the Fire Department with the Fire Chief.

A motion was made by Commissioner Grode, seconded by Commissioner Bender, to approve the monthly report and activities of the Fire Department. Motion carried.

7. Discuss Police Officer eligibility list process and schedule.

The Commission will conduct interviews for the Entry-Level Police Officer eligibility list on July 13, 2022 from 8 a.m. – 9:30 a.m.

8. The Commission may vote to go into CLOSED SESSION pursuant to Wisconsin Statutes Sec. 19.85 (1)(c), to consider employment, promotion, compensation or performance evaluation data of any public employee over which the Commission has jurisdiction or exercises responsibility.

In closed session, the Commission will:

- a. Discuss placement of one (1) Firefighter on permanent status.



b. Interview Entry-Level Firefighter/Paramedic candidate.

c. Establish Entry-Level Firefighter/Paramedic eligibility list.

A motion was made by Commissioner Grode, seconded by Commissioner Bender, to go into CLOSED SESSION pursuant to Wisconsin Statutes Sec. 19.85 (1)(c), to consider employment, promotion, compensation or performance evaluation data of any public employee over which the Commission has jurisdiction or exercises responsibility. Roll call vote taken. All members voted in the affirmative. Motion carried.

Present in the closed session were Commissioners Albrecht, Bender, Grode, King and Yonkovich; Deputy Fire Chief Jason Joling, Ryan Hartman and Sue Schill.

In closed session, the Commission discussed placement of one (1) Firefighter on permanent status and interviewed one (1) Entry-Level Firefighter/Paramedic candidate.

9. The Commission will return to open session.

A motion was made by Commissioner Grode, seconded by Commissioner Yonkovich, to go into open session. Motion carried.

Re Item 8a: A motion was made by Commissioner Yonkovich, seconded by Commissioner Grode, to place Dylan West on permanent status. Motion carried.

Re Item 8c: A motion was made by Commissioner Grode, seconded by Commissioner Albrecht, to place one (1) candidate who was interviewed on the Entry-Level Firefighter/Paramedic eligibility list. Motion carried.

10. The Commission may vote to go into CLOSED SESSION pursuant to Section 19.85 (1)(c) of the Wisconsin Statutes, which reads: "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the Commission has jurisdiction or exercises responsibility"; and pursuant to Section 19.85(1)(e) of the Wisconsin Statutes, which reads: "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session".

A motion was made by Commissioner Yonkovich, seconded by Commissioner Grode, to go into CLOSED SESSION pursuant to Wisconsin Statutes Sec. 19.85 (1)(c), to consider employment, promotion, compensation or performance evaluation data of any public employee over which the Commission has jurisdiction or exercises responsibility. Roll call vote taken. All members voted in the affirmative. Motion carried.

Present in the closed session were Commissioners Albrecht, Grode, King and Yonkovich; Ryan Hartman, Sue Schill, Steven Ross and Steven Rinzel.



CITY OF WISCONSIN RAPIDS POLICE & FIRE COMMISSION
MEETING MINUTES
June 15, 2022
7:30 A.M.

In closed session, the Commission discussed the Police Chief recruitment process with the recruitment consultant, Community Security Solutions.

11. The Commission will return to OPEN SESSION and may take any necessary action or make any recommendations needed as a result of the discussion of item 10 in closed session.

A motion was made by Commissioner Grode, seconded by Commissioner Yonkovich, to go into open session. Motion carried.

Re Item 10: A motion was made by Commissioner Grode, seconded by Commissioner Albrecht, to approve the job posting for Police Chief as presented, with a change to the salary and removal of references to McGrath Consulting Group. Motion carried with Commissioner Yonkovich voting in the negative. Commissioner Yonkovich stated that he needed more time to review the job posting.

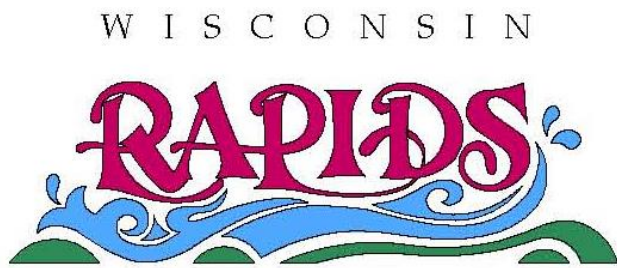
12. Establish date for next meeting and discuss items for inclusion in next agenda.

The next monthly meeting will be held on July 13th at 7:30 a.m.

11. Adjourn.

A motion was made by Commissioner Grode, seconded by Commissioner Yonkovich, to adjourn. Motion carried.

Respectfully Submitted,
Lee Albrecht, Secretary



PUBLIC WORKS DEPARTMENT

1411 CHASE STREET
WISCONSIN RAPIDS, WI 54495
(715) 421-8218 FAX (715) 421-8281

June 2022

Refuse and Recycling

- Garbage Collection estimated 455.93 tons (2021 514 tons)
- Recycling Collection estimated 105.53 tons (2021 106 tons)

Construction

Cherry Street (Riverview Drive – 1st St North, Smith St (Railroad St – Riverview Drive)

- Installed 422' of 8" Sanitary, 8 - 4" Sanitary Services, 1-Sanitary Manholes
- Installed 288' of 12" HDPE Storm, 110' of 8" SDR 35 Storm, 2-Storm Manholes, 5- Catch basins and storm lead piping
- Installed 320' of 6" Ductile Water main, 9 - Water Services, 1- Hydrant
- Backfilled Curb and Gutter and seeded the black dirt on Cherry Street, and Smith Street from Cherry to Railroad Street
- Backfilled Curb and Gutter from Cherry Street to Riverview and prepped for concrete in driveways
- Started to prepare for Pavement on Cherry Street and Smith Street South of Cherry

Rosecrans Street (9th Ave – Dead End)

- Project completed

Lyons Park Flood Levee (1681 2nd Ave to Lyon Park)

- DOT portion of project complete minus Asphalt pavement restoration

18th Ave South (Russel Street – West Grand Ave)

- Project completed

West Jackson Street (West Riverview Expressway – Wisconsin River)

- Installed 1000' of 6" Ductile Water main and 3- Hydrants

Freemont Street (14th Street – 13th Street)

- Removed Asphalt Pavement, Curb and Gutter and Topsoil on 14th Ave North and Freemont Street

- Installed 173' of 8" Sanitary, 2-Sanitary Manholes and 3- Sanitary Services
- Installed 134' of 6" Water main and 1-Hydrant

Public works Maintenance

- String trimmed grass and weeds along highways
- Mowing grass in Street Right of Way
- Cold patch and Hot patch holes in city streets
- Provided traffic control for Cranberry Blossom Festival
- Dug out and installed small hand patches with asphalt
- Worked with Wood County to install paver patches on Sanitary repairs, and street patches equaling 1100 tons over five separate days
- Finished restoration and concrete work around Wayfinding signs
- Assisted WWLC with Water main breaks
- Completed cap maintenance on West River bank bike trail retaining wall
- Completed catch basin repairs and concrete curb patches and asphalt patches
- Sealed colored median concrete in downtown business areas
- Completed two city wide brush pickups
- Saw cut asphalt patches
- Started preparation of city street for Chip seal program
- Assisted Kafka Construction with grinding brush at the Westside Compost site

Paint and Signs

- Replaced seasonal banners in downtown area
- Painted Lane Dividers on Expressway at (Chase, 2nd Ave, 3rd St, Lincoln, 8th St, 12th St, 16th St,
- Painted Lane Dividers on STH 54 (CTH W, Chestnut St, Peach, Saratoga, Washington, Spring, Kingston
- Painted Lane Dividers on 8th St (Goodnow – Griffith)
- Painted Lane Dividers on West Grand at (9th, 10th, 17th, 25th, George Road, Industrial Street)
- Painted Parking Stalls at (Zoo, Fireman's Memorial, City Hall, Johnson St Lot, Oak St Lot, 2nd St, Goggin's, 4th St, 1st St, 2nd St, Library, Robinson Park)
- Painted Lane Dividers at 8th and Baker, 16th and Baker, 16th in front of High School
- Installed Highway Banners and Downtown Banners for Cranberry Blossom Festival
- Painted Center line in downtown area, East Jackson St, 2nd St. S, Hwy 73, 2nd Ave, 8th St, CTH W, Washington St. 16th St, 1st St, Two mile Ave (8th – 7th), Riverwood Lane

- Replaced street markers at 15 intersections
- Installed Trombone Arm at 8th and Chestnut from last fall storm damage
- Repaired damaged signs from accidents
- Installed Flags for Memorial Day and July 4th
- Removed Signs for Construction Projects at Jackson St and Freemont
- Assisted with Sensor install for WWTP

Shop and Repairs

- Maintaining arms on Garbage and Recycling truck
- Multiple truck services
- Changing lawnmower blades every other day to maintain a good cut
- Rebuild Garbage Dumpsters
- Replace lift ram on multi-axle dump truck
- General Fire Truck Maintenance
- General Police Vehicle Maintenance
- Preparation for vehicles taken out of service
- Transmission and Injector issues on Garbage trucks



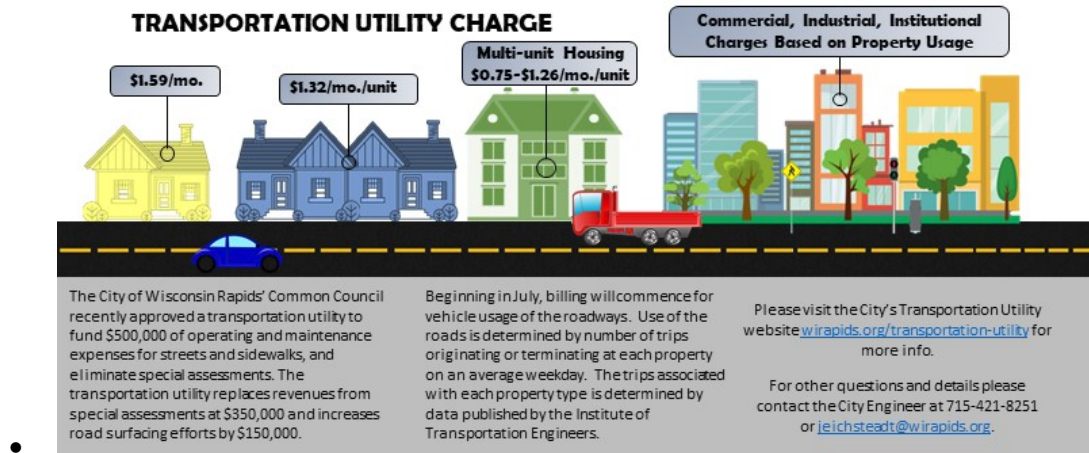
ENGINEERING DEPARTMENT
444 West Grand Avenue
Wisconsin Rapids, WI 54495-2780
Engineering (715) 421-8205 FAX (715) 421-8291

ENGINEERING DEPARTMENT Monthly Activity Report

June 2022

Transportation Utility

- WWLC will begin billing July 27th for customers on billing cycle 2 and August 15th for customers on billing cycle 1.
- Billing insert was created



- Account data is continually being worked on.

Permits & Degradation

- 35 Permits/Applications (38 in May) for asphalt paving (5), driveway grades/concrete pour inspections (8), storm water (0), excavating (18), Street Privilege (0), storm connection (0), permit parking (0), banner (0), environmental testing well (1), contractor licenses (3)
- 276 Diggers Locates for Storm Sewer & Sanitary Sewer (255 in May)
 - 7 Emergency locates during work hours
 - 0 Emergency locates after hours
- Degradation fees - this year = \$60,245.64
 - This month = \$4,061.50 (\$13,093.23 In May)

Traffic

- Vision Triangle Complaints
 - E Grand Ave and 16th St S – A letter was sent and obstruction was removed.
 - Engineering Dpt staff measured the height and location and have determined that the obstruction is in the vision triangle.
 - 4th Ave N and W Grand Ave – Southbound left – review is ongoing
- Stop Sign / Yield Sign Requests
 - 13th St & Peach St – 4/22 – Traffic Counts are complete. Review is being worked on as time allows.



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- 2nd St S and Davis Ave – 4/28/22
- 11th & Apple St, 11th & Peach St, 10th St & Peach St – 5/24/22
 - Counts at 11th and Apple are complete
 - Counts are still being conducted at the other locations.
- 14th Ave N and McKinley St – review is being worked on as time allows.
- ITS Standalone Signal Grant
 - No bids were received on June 17th at 9:00 am. The project is proposed to be rebid with a completion date in spring of 2023 and run separate from the W Jackson St project. The completion date adds flexibility for contractors if they are looking to fill their schedule at a later date and the separation from work on W Jackson St reduces the complexity and time constraints. One contractor stated they would bid if rebid with these changes. Bid results may be available in August.
 - We have updated the DOT on the changes and awaiting a response on any issues or concerns they have.
 - Rebid along with plan & spec changes will cost ~\$7,000.
 - If a contractor decides to complete the work after the W Jackson St project is complete there will be additional inspection costs as MSA already has staff on the W Jackson St project.
 - Monotube supplier has been contacted for quotes and provided a 6.5 month lead time.
- Signal complaints
 - 8th St & Pepper Ave – vehicle detection issue on left turn arrow. - 5/24/22
 - No equipment defects have been identified. Gridsmart will be in Rapids the week of July 11th to review camera setup.
 - Lincoln St & Expressway – vehicle detection issue on left turn arrow. - 5/24/22
 - No equipment defects have been identified. Gridsmart will be in Rapids the week of July 11th to review camera setup.
 - Gridsmart and Tapco were in Rapids configuring traffic cameras on March 16th. IT has performed additional work on configuring in April. Remote monitoring connections have been restored.
 - 2/8/2022 - 8th St S and Chestnut St – Detector malfunction due to broken wire in pavement. The wires were replaced May 2nd and the signals are fully operational again.
 - 8th St sign bridge at Chestnut St – New monotube has been installed.
 - Nov. 2021 - Griffith and 8th St queuing lengths. Review is ongoing.



Project Designs/Construction underway:

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2021 Projects

- RECC Rail Spur – The Industry Track Agreement between the City and CN is signed. The Contractor performed final punch list items on May 5th and 6th. We are waiting on final paperwork from Ameritrack prior to final payment. Reimbursement requests will be submitted to the DOT immediately thereafter.

Maintenance Projects

- Sidewalk Concrete Cutting (Safe Step) – Inspections are complete. There are over 524 joints for grinding. Safestep is scheduling for this work to begin the week of July 18th. Safestep will be performing the sidewalk cutting this year in the area generally bounded by 8th St S, Plover Rd, E Riverview Expy and Chestnut St. \$40,000 is budgeted in 2022.
- Sidewalk and Curb & Gutter Maintenance – Joslin Concrete will be performing the maintenance work in 2022 and has already completed curb & gutter replacements on 14th Ave between Chase St and Alton St. Additional work is scheduled the week of July 18th to replace curb & gutter in advance of chip seal operations.

2022 Reconstruction Projects

- Design for 2022 Projects – 100% Complete
- Construction for 2022 Projects
 - DOA/Lyon Park Levee – Work surrounding the DOA parking lot is nearly complete. Asphalt patching is all that remains to be done. Reimbursement from the DOA will be requested as soon as work is complete on their property. Lyon Park work is anticipated in late summer.
 - Preconstruction walk-thru meetings were held for:
 - Fremont St - 13th to 14th Ave on June 8th
 - 9th Ave N & Fremont St (7th Ave to 10th Ave) - June 16th
- 2022 Contracts
 - Sewer Lining Contract (contract awarded to Visu Sewer) – the work is complete; however, there are two items that they will come back for:
 - A spot liner on 19th St in August
 - A more recent lining need on Chestnut St in October.
 - Crushing Contract – Work began March 17th and was completed mid-April.
 - Asphalt Contract – Bids were awarded and contracts signed. American Asphalt has completed paving work on 14th Ave S, Kuhn Ave, Rosecrans St and some miscellaneous patch locations.



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- Concrete Contract – Bids were awarded and contracts signed. A preconstruction meeting was held with SD Ellenbecker. Work is ongoing with Cherry and Smith St projects.

2023 Reconstruction Projects

- Preliminary Survey for 2023/2024 Projects
 - Oak St (E Jackson St to 16th St) – 100%
 - 9th St S (Peach St to Chestnut St) – 25%
 - McKinley St (8th Ave N to 14th Ave N) – 0% (2024 Project)
 - Shorewood Terrance (1st St N to Termini) – 90%
 - Apricot St and Broadway St – 100%
- Design for 2023 Projects
 - Oak St (E Jackson St to 16th St) – 45%
 - 9th St S (Peach St to Chestnut St) – 5%
 - Shorewood Terrance (1st St N to Termini) – 60%
 - Apricot St and Broadway St – 85%; Geotech work was complete by Nov. 15th. Report has been received and reviewed.
 - McKinley St (8th Ave N to 14th Ave N) – 0% - Recommended for 2024

Storm Water Utility

- Soliciting for proposals in July (proposed for an August Public Works Agenda Item) to update the Storm Water Utility database. This work is budgeted in 2022 and is expected to be around \$7500.
- Storm Utility Billing Updates –
- One Mile Cr. – Permits are still being reviewed. Easement signatures are still being secured. Dam permit applications were submitted to DNR the week of April 25th. Permanent Easement documents were updated and will be sent back to owners in May.

Other Highlights

- Continuing to search for an engineering technician to fill a vacancy.
- W Jackson St Update
 - The City completed the water main work on Stage 1 in June.
 - The contractor completed storm sewer installation July 7th and will begin with grading and base course installation on July 6th with an anticipated completion of base course and grading by July 15th. Electrical conduit will be installing conduit during the same time period. Concrete work is expected to begin shortly thereafter. Stage 1 will be complete at the end of August. Stage 2 is expected to be complete mid-October.



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- Weekly Construction Updates

CONSTRUCTION PROJECTS

Engineering > Construction Projects

ENGINEERING QUICK LINKS

SIGN UP FOR PROJECT UPDATE EMAILS!

Email*

Notifications

Choose one or more

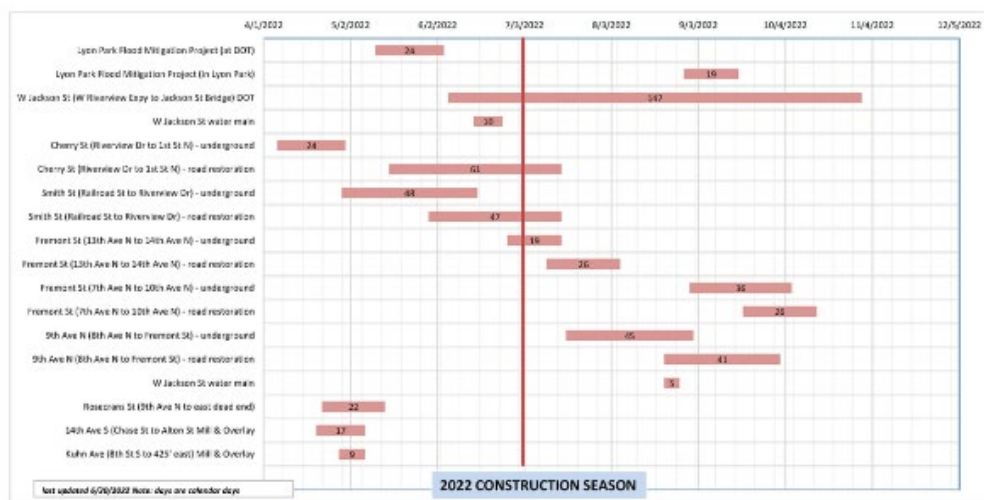
☐ Street Closures

☐ Project Updates

Submit

- Construction Schedule

2022 Construction Schedule (updated 6/30/2022)





ENGINEERING DEPARTMENT
444 West Grand Avenue
Wisconsin Rapids, WI 54495-2780
Engineering (715) 421-8205 FAX (715) 421-8291

- Street Closures



Street Closures

For further information call 715-421-8205

Smith Street - Current Street Closure

The Smith Street closure at the Cherry Street intersection, will be extended south to Spring Street, by the City of Wisconsin Rapids, beginning Monday, May 2, 2022 and is expected to be closed approximately through July. Updates will be forthcoming as the project continues south towards the end of the project limits.

Starting: 5/2/2022, 7:30 AM

Ending: 7/29/2022, 3:00 PM

[View Map](#)

Fremont St - Current Street Closure

Fremont St, between 13th Ave N and 14th Ave N, will be closed to through traffic due to the street reconstruction project by the City of Wisconsin Rapids, beginning at 7:00 a.m. Monday, June 27, 2022 and is expected to be closed until approximately the middle of August. Local detour for traffic will be in place.

Starting: 6/27/2022, 7:00 AM

Ending: 8/12/2022, 3:00 PM

[Click here to view closures on the map!](#)

Street Closure Dashboard City of Wisconsin Rapids



Street Closures

For further information call 715-421-8205

Clicking a street closure selects it. Clicking it again deselects it.

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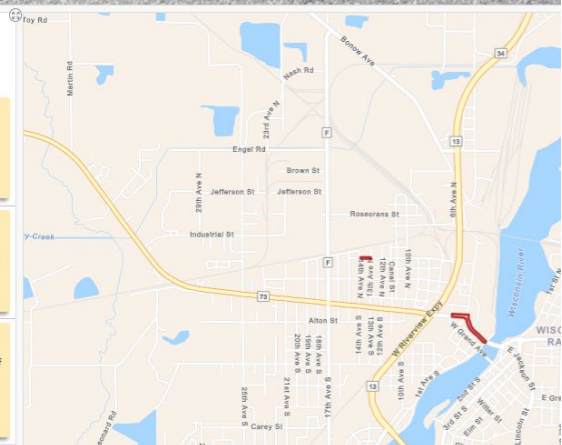
Ending: 8/12/2022, 3:00 PM

West Jackson St - Street Closure

West Jackson St, between 6th Ave N and the Jackson Street Bridge, will be closed to through traffic due to stage 1 of the street reconstruction project at West Jackson St, between West Riverview Expressway and the Jackson Street Bridge, beginning at 7:00 a.m. Monday, June 6, 2022 and is expected to be closed until the end of August. Updates will be forthcoming as the project progresses.

Starting: 6/6/2022, 7:00 AM

Ending: 8/26/2022, 3:00 PM



TO: Mayor Shane Blaser
FROM: Derek Budsberg
SUBJECT: Monthly Supervisory Report
DATE: June 2022

Report:

Collections

- The collections crew televised 5,300 ft of sanitary and storm sewers.
- The crew flushed 2,800 ft of sewer and cleaned out 41 catch basins for the streets department.
- Collections responded to 2 sewer calls and assisted in cleaning lift stations this month.

Operations/Maintenance

- All effluent parameters were in complete permit compliance in June. The plant is now in preliminary testing of E. coli in the effluent to prepare for the new permit in 2025. So far, the results are low enough to not have to make an upgrade.
- Black and Veatch engineering has submitted the final compliance alternative plans to the city for future compliance to meet the proposed phosphorus limits.
- Maintenance staff spent time working on many air handling units and air conditioners.
- Maintenance also spent time fixing and repairing equipment such as the biogas generator, fine screens, and final clarifier drives.
- Wastewater staff was able to coordinate a small haul and distributed 840 tons to local farmers. We are starting to get dry sludge put underneath our storage shed that is available for residents to take.
- Al Belke was hired to become the new assistant superintendent and will be working with the superintendent closely for training. This was an internal hire, so wastewater is still short staffed. The open operator position is posted on the city website.



Wisconsin Rapids Fire Department

Fire - EMS - Haz Mat - Rescue - Education - Prevention

"Commitment to Excellence"



To: Mayor Shane Blaser, Wisconsin Rapids Police and Fire Commission, Wisconsin Rapids Common Council
From: Todd Eckes, WRFD Fire Chief
Date: July 5, 2022
RE: Monthly Summary for June 2022

WRFD meetings, events, training, and notable calls for the month of January:

- Police and Fire Commission meeting
- Common Council meeting
- Fireworks Planning Meeting
- Fire Vision committee meeting
- Labor Management Meeting
- Attended a Table top exercise for an Crude Oil spill in Port Edwards
- Officers Meeting
- EMS Committee Meeting
- EMS training for the month was Cardiac
- CPR/First Aid training for the Aquatics center staff
- Annual Ladder testing was conducted in June
- Cadet Training (Search & Rescue, Water Hoses and Flow Patterns)
- Station Tours were conducted for 6-8th Graders
- Station Tour by the Boys & Girls club
- Attended the State Fire Chiefs Conference
- Attended the Cranberry Fest Parade
- Firefighters Charitable Association held their annual Duck drop a
- Attended both Bi-weekly Building addition meetings
- Continued the planning for the Open House/Ribbon cutting ceremony for the Station Addition
- Held a department Pinning Ceremony for Promotions

June Anniversaries: Brian St. Myers 16 Years, Steve Koch, 16 Years, Trent Aldrich 3 Years, Dylan West 1 Year.

Notable Responses:

- 6/10/22 Passenger Vehicle Fire
- 6/13/22 Residential Structure Fire
- 6/13/2022 Residential Lightning Strike
- 6/14/22 Residential Structure Fire
- 6/14/22 Cooking fire confined to container
- 6/18/22 Elevator Rescue of a victim in a stalled Elevator
- 6/18/22 Gas leak
- 6/20/22 Residential Structure fire
- 6/27/22 5000 Gallon LP. Tanker truck Leak Town of Cranmoor
- 6 total Motor Vehicle Collisions



Wisconsin Rapids Fire Department

Fire - EMS - Haz Mat - Rescue - Education - Prevention

"Commitment to Excellence"



WRFD Notes:

In June we had Great Lakes Ladder testing in the department to complete an NFPA required annual testing of all our Ladders. All ground ladders are load tested and visually inspected for any undue wear or damage that could have occurred throughout the year. They also receive new heat indicators on the rails that give us a visual indication on ladders subjected to undue heat. When these indicators change color, that ladder needs to be removed from service until inspected and tested again. The Truck ladder also receives an annual inspection and testing, but every 5 years receives a magna flux inspection that will identify possible cracks and fractures the naked eye cannot see. This is necessary to prevent any unforeseen failure while in service. All of our ladders in this annual inspection passed.

On the thirteenth of this month, our new Probationary Firefighter Caitlin West joined our department. Caitlin is finishing her orientation period and will begin her career on Crew 1 in early July. Caitlin comes to us from Evansville Wisconsin where she attended High school and while in high school completed her EMT basic. She then attended Madison Area Technical College receiving her Fire Degrees and later attended Mercy training center for her Paramedic certification. Caitlin has finished her Orientation period and will soon be starting on her assigned crew where she will spend the next year on probation completing her entry level Firefighter Task Book. Welcome Caitlin to our WRFD family, we expect great things from you.

July 18th the new Station Addition/Renovation is turned over to us. This has been a long but welcomed project that will improve our living quarters, enhance our operational response and much improve the safety for our members when returning from Fire Scenes by containing those carcinogens that are ever present in those immediately Dangerous to Life and Health (IDLH) environments. The ability for the members to get in steam showers and open their pores to release those carcinogens rather than absorb them into their bodies where lay dormant until the cancer cells begin to grow. This was a great investment by the City in the infrastructure, but most importantly in the greatest resource they have, their employees and their health. As a department we have said it before and will continue to say Thank You for your investment into the future of the Fire Department and the members that serve the citizens of the great city of Wisconsin Rapids.

In closing as always every one of you are always welcome to visit the Stations and spend some time with the members to get to know them and ask them questions. On another note please keep Saturday August 13th open. That day at 1:00 P.M we will be holding the Ribbon Cutting and an open house for the new Station I Addition/Renovation. We will be having a ceremony prior to the ribbon cutting and I have reached out to our State Representative and Senator to see if they could be in attendance and maybe say a few words prior to the cutting. Tours of the station will follow and we will have some hot dogs, chips, water and Soda available. Please join us for this great event.



Wisconsin Rapids Fire Department

Fire - EMS - Haz Mat - Rescue - Education - Prevention

"Commitment to Excellence"



WRFD June 2022 MONTHLY RESPONSE REPORT

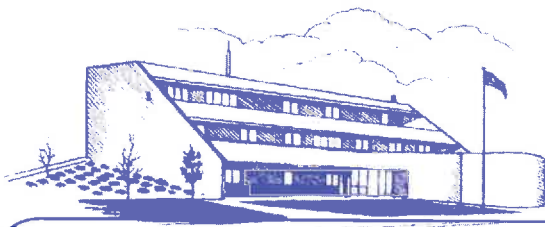
Type of Emergency	June 2022 Responses	Total # of 2022 Responses	June 2021 Responses	Total # of 2021 Responses
EMS 911	340	2,107	353	1787
EMS IFT	4	33	36	124
COMMUNITY PARAMEDICINE	0	9	2	9
FIRE	7	21	3	29
EXPLOSION (No Fire)	0	0	0	0
HAZARDOUS CONDITION	5	16	5	29
SERVICE CALLS	4	25	7	53
GOOD INTENT	8	42	0	0
FALSE ALARMS/WEATHER	8	37	12	46
TOTAL CALLS FOR SERVICE	376	2,290	418	2077

Notes:

- Fire 100 Series: Fire (structure, vehicle, wildland)
- Fire 200 Series: Overpressure, Rupture, Explosion, Overheat (No Fire)
- Fire 300 Series: Rescue & Emergency Service Incident (Motor vehicle accident, EMS Calls)
- Fire 400 Series: Hazardous Condition (spills, leaks with no fire)
- Fire 500 Series: Service Calls (water & smoke problems, burning complaints)
- Fire 600 Series: Good Intent (Dispatched and cancelled, Citizen needs help)
- Fire 700/800 Series: (700) False Alarms (800) Severe Weather/Natural Disasters

Runs by District	June 2022	2022 Totals	June 2021	2021 Totals
Wisconsin Rapids	280	1674	345	1795
Saratoga	17	155	23	120
Village Port Edwards	12	74	10	55
Village Biron	4	51	14	51
Town of Port Edwards	12	41	0	0
Nekoosa	18	146	0	0
Cranmoor	0	6	0	0
Mutual Aid Given	19	54	26	45
Mutual Aid Received	14	89	0	11
TOTALS	376	2,290	418	2077

Confined Space Stand-by	June 2022	Total # 2022	June 2021	Total # 2021
TOTALS	34	211	44	191



Police Department City of Wisconsin Rapids

444 West Grand Avenue • Wisconsin Rapids, Wisconsin 54495

(715) 423-4444

Date: July 13, 2022

To: Mayor Shane Blaser
Wisconsin Rapids Police and Fire Commission
Wisconsin Rapids Common Council

From: Mike Potocki, Interim Chief of Police

RE: Report on the Police Department activity for June 2022

Departmental Activity/Training:

The Wisconsin Rapids Professional Police Association put on the annual Kids Fishing Contest during the Cranberry Blossom Festival. (1st Place: 20½ inch Catfish!!)

Took part in the joint Wood County Speed Grant.

Conducted department physical agility test and written test for new department candidates.

Administrative Assistant Veronica Klish celebrated 45 years of service with the Wisconsin Rapids Police Department.

Took part in the pancake breakfast at Alexander Field.

Interim Deputy Chief Scott Dewitt completed a 6 week long Wisconsin Law Enforcement Command College. Upon graduation of the Command College, Scott is now a Wisconsin Certified Public Manager.

Detective Daven attended the International Association of Arson Investigators seminar.

School Resource Officers Pelot and Olivares attended the School Resource Officer conference.

Officer Khang completed training to become a Field Training Officer. Officer Khang can now train new officers for the department.

Officer Burger completed Scenario Instructor Training.

Officer Contreras completed Critical Communication and Decision Making training.

Interim Chief Potocki attended a table top exercise of a response to a release from a pipeline in the area, put on by the Enbridge.

Conducted Department Staff meeting.

Year to date statistics and previous year comparison:

WRPD responded to **1467** incidents and calls for service in June 2022.

June 2021: **1645**

Total incidents and calls for service to date in 2022: **8323**

Total for 2021: **8775**

For month of June 2022 vs 2021:

- OWI - 2022: **8** 2021: **2**
- Traffic Crash Investigations - 2022: **32** 2021: **33**
- Traffic / Municipal Citations – 2022: **220** 2021: **327**
- Written Warnings – 2022: **241** 2021: **288**
- Restricted Parking Tickets – 2022: **117** 2021: **133**

Controlled Substance Arrests

Wisconsin Rapids Police Officers and Detectives made **31 arrests** for Controlled Substance offenses in June 2022. These charges include:

- Possession of Narcotic drugs.
- Possession of Methamphetamine.
- Possession of Drug Paraphernalia.
- Manufacture/Deliver THC
- Possession of illegally obtained prescription

Notable investigations and arrests:

22-9534-9853: Detective Bailey was assigned the Baker St. BP gas station burglaries that have been taking place. The business was burglarized on three separate occasions dating back to 06/20/22. Detective Bailey was able to develop several suspects and has located and interviewed both suspects. Detective Bailey obtained an admission from one suspect and has identified the two parties responsible for the burglaries. Referrals will be completed shortly for both suspects.

Special Operations: Have been suspended because of personnel shortages.



Report of the Joint Review Board

Shane Blaser, City of Wisconsin Rapids
Ed Newton, Wood County
Greg Bruckbauer, Mid-State Technical College
Aaron Nelson, Wisconsin Rapids Public District
Gerald Bach, Public Member

Date of Meeting: June 28, 2021
Reported to Council: July 20, 2021

The Joint Review Board met at 9:00 a.m. on Thursday, July 14, 2022 in the first-floor conference room at City Hall. Members present included Mayor Shane Blaser, Ed Newton, Greg Bruckbauer, and Gerald Bach. School Superintendent Craig Broeren represented the Wisconsin Rapids Public Schools. Others in attendance included Alderperson Polach, Kyle Kearns and Tim Desorcy.

1. Call to Order

Mayor Shane Blaser called the meeting to order at 9:02 a.m.

2. Review 2021 WI Department of Revenue TID Annual Report (Form PE-300)

A. Tax Incremental District No. 6

B. Tax Incremental District No. 7

C. Tax Incremental District No. 8

Tim Desorcy reviewed the 2021 WI Department of Revenue TID annual reports for Tax Incremental District No. 6, Tax Incremental District No. 7, and Tax Incremental District No. 8 with the Joint Review Board and answered any questions (See attachment No. 1). No action was taken.

3. Consider for approval a "Resolution Acknowledging Filing of Annual Reports and Compliance with Annual Meeting Requirement".

It was moved by Bach, seconded by Newton to approve the Resolution Acknowledging Filing of Annual Reports and Compliance with Annual Meeting Requirement (See attachment No. 2). Motion carried.

4. Adjourn

It was moved by Broeren, seconded by Bruckbauer to adjourn. Meeting adjourned at 9:25 a.m.

The City of Wisconsin Rapids encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the city clerk's office at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. Call the clerk at (715) 421-8200 to request accommodations.

Form PE-300	TID Annual Report	2021 WI Dept of Revenue
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Section 1 - Municipality and TID					
Co-muni code 71291	Municipality WISCONSIN RAPIDS		County WOOD	Due date 07/01/2022	Report type ORIGINAL
TID number 006	TID type 4	TID name Rapids East Commerce Center	Creation date 07/06/2004	Mandatory termination date 07/06/2027	Expected termination date N/A

Section 2 - Beginning Balance	Amount
TID fund balance at beginning of year	\$119,660

Section 3 - Revenue	Amount
Tax increment	\$316,060
Investment income	\$63
Debt proceeds	\$0
Special assessments	\$0
Shared revenue	\$0
Sale of property	\$0
Allocation from another TID	
Developer guarantees	
Developer name Allied Cooperative	\$26,494
Transfer from other funds	
Grants	
Other revenue	
Source Exempt Computer Aid	\$1,662
Source Exempt Personal Property Aid	\$20,316
Total Revenue (deposits)	\$364,595

Form PE-300	TID Annual Report	2021 WI Dept of Revenue
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Section 4 - Expenditures	Amount
Capital expenditures	\$0
Administration	\$0
Professional services	\$775
Interest and fiscal charges	\$52,310
DOR fees	\$150
Discount on long-term debt	\$0
Debt issuance costs	\$0
Principal on long-term debt	\$340,000
Environmental costs	\$0
Real property assembly costs	\$0
Allocation to another TID	
Developer grants	
Developer name N/A	\$0
Transfer to other funds	
Other expenditures	
Total Expenditures	\$393,235

Section 5 - Ending Balance	Amount
TID fund balance at end of year	\$91,020
Future costs	\$1,833,789
Future revenue	\$1,829,605
Surplus or deficit	\$86,836

Section 6 - Preparer/Contact Information	
Preparer name Timothy Desorcy	Preparer title Finance Director
Preparer email tdesorcy@wirapids.org	Preparer phone (715) 421-8242
Contact name Timothy J Desorcy	Contact title Finanace Director
Contact email tdesorcy@wirapids.org	Contact phone (715) 421-8242

Form PE-300	TID Annual Report	2021 WI Dept of Revenue
Submission Information		
Co-muni code	71291	
TID number	006	
Submission date	06-17-2022 02:01 PM	
Confirmation	TIDAR20211966O1655492480865	
Submission type	ORIGINAL	

Form PE-300	TID Annual Report	2021 WI Dept of Revenue
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Section 1 - Municipality and TID					
Co-muni code 71291	Municipality WISCONSIN RAPIDS		County WOOD	Due date 07/01/2022	Report type ORIGINAL
TID number 007	TID type 2	TID name Downtown	Creation date 09/20/2005	Mandatory termination date 09/20/2032	Expected termination date N/A

Section 2 - Beginning Balance	Amount
TID fund balance at beginning of year	\$18,727

Section 3 - Revenue	Amount
Tax increment	\$106,261
Investment income	\$7
Debt proceeds	\$0
Special assessments	\$0
Shared revenue	\$0
Sale of property	\$0
Allocation from another TID	
Developer guarantees	
Transfer from other funds	
Grants	
Other revenue	
Source Exempt Computer Aid	\$9,855
Source Exempt Personal Property Aid	\$11,731
Total Revenue (deposits)	\$127,854

Form PE-300	TID Annual Report	2021 WI Dept of Revenue
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Section 4 - Expenditures	Amount
Capital expenditures	\$428
Administration	\$0
Professional services	\$475
Interest and fiscal charges	\$1,500
DOR fees	\$150
Discount on long-term debt	\$0
Debt issuance costs	\$0
Principal on long-term debt	\$100,000
Environmental costs	\$0
Real property assembly costs	\$0
Allocation to another TID	
Developer grants	
Developer name N/A	\$0
Transfer to other funds	
Other expenditures	
Total Expenditures	\$102,553

Section 5 - Ending Balance	Amount
TID fund balance at end of year	\$44,028
Future costs	\$1,500
Future revenue	\$2,619,970
Surplus or deficit	\$2,662,498

Section 6 - Preparer/Contact Information	
Preparer name Timothy Desorcy	Preparer title Finance Director
Preparer email tdesorcy@wirapids.org	Preparer phone (715) 421-8242
Contact name Timothy J Desorcy	Contact title Finanace Director
Contact email tdesorcy@wirapids.org	Contact phone (715) 421-8242

Form PE-300	TID Annual Report	2021 WI Dept of Revenue
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Submission Information	
Co-muni code	71291
TID number	007
Submission date	06-17-2022 02:46 PM
Confirmation	TIDAR20211966O1655495208731
Submission type	ORIGINAL

Form PE-300	TID Annual Report	2021 WI Dept of Revenue
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Section 1 - Municipality and TID					
Co-muni code 71291	Municipality WISCONSIN RAPIDS		County WOOD	Due date 07/01/2022	Report type ORIGINAL
TID number 008	TID type 5	TID name Matalco Development	Creation date 03/19/2019	Mandatory termination date 03/19/2040	Expected termination date N/A

Section 2 - Beginning Balance	Amount
TID fund balance at beginning of year	\$-544,988

Section 3 - Revenue	Amount
Tax increment	\$128,157
Investment income	\$0
Debt proceeds	\$0
Special assessments	\$0
Shared revenue	\$0
Sale of property	\$0
Allocation from another TID	
Developer guarantees	
Transfer from other funds	
Grants	
Source Transportation Economic Assistance (TEA)	\$352,908
Other revenue	
Total Revenue (deposits)	\$481,065

Form PE-300	TID Annual Report	2021 WI Dept of Revenue
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Section 4 - Expenditures	Amount
Capital expenditures	\$783,720
Administration	\$0
Professional services	\$0
Interest and fiscal charges	\$0
DOR fees	\$150
Discount on long-term debt	\$0
Debt issuance costs	\$0
Principal on long-term debt	\$0
Environmental costs	\$0
Real property assembly costs	\$0
Allocation to another TID	
TID number 007	\$0
Developer grants	
Developer name Giampaolo W. Rapids Realty LLC	\$0
Transfer to other funds	
Other expenditures	
Total Expenditures	\$783,870

Section 5 - Ending Balance	Amount
TID fund balance at end of year	\$-847,793
Future costs	\$838,078
Future revenue	\$12,159,036
Surplus or deficit	\$10,473,165

Section 6 - Preparer/Contact Information	
Preparer name Timothy Desorcy	Preparer title Finance Director
Preparer email tdesorcy@wirapids.org	Preparer phone (715) 421-8242
Contact name Timothy Desorcy	Contact title Finance Director
Contact email tdesorcy@wirapids.org	Contact phone (715) 421-8242

Form PE-300	TID Annual Report	2021 WI Dept of Revenue
Submission Information		
Co-muni code	71291	
TID number	008	
Submission date	06-17-2022 03:02 PM	
Confirmation	TIDAR20211966O1655496126112	
Submission type	ORIGINAL	

W I S C O N S I N



CITY OF WISCONSIN RAPIDS JOINT REVIEW BOARD

RESOLUTION ACKNOWLEDGING FILING OF ANNUAL REPORTS AND COMPLIANCE WITH ANNUAL MEETING REQUIREMENT

WHEREAS, 2015 Wisconsin Act 257 (the "Act") amended the process by which the annual reports of tax incremental districts are reviewed; and

WHEREAS, the Act requires the City of Wisconsin Rapids to submit an annual report by July 1 to each overlying taxing jurisdiction and the Wisconsin Department of Revenue that describes the status of each existing tax incremental district ("TID"); and

WHEREAS, the Act provides a list of information that must be included in the annual report that includes the following:

- a. The name assigned to the TID.
- b. The classification of the TID that is included in the project plan and the scope of the project.
- c. The name of any developer who is named in a developer's agreement with the political subdivision of who receives any financial assistance from tax increments allocated for the TID.
- d. The date that the city expects the TID to terminate.
- e. The amount of tax increments to be deposited into a special fund for that TID.
- f. An analysis of the special fund for the TID that includes all of the following:
 - i. The balance in the special fund at the beginning of the fiscal year.
 - ii. All amounts deposited in the special fund by source, including amounts received from another TID.
 - iii. An itemized list of all expenditures from the special fund by category of permissible project costs.
 - iv. The balance in the special fund at the end of the fiscal year, including a breakdown of that balance identifying any portion that is designated for anticipated project costs.

WHEREAS, the Act requires the Joint Review Board ("JRB") to exist continually during the life of the TIDs and requires the JRB to meet annually to review the City of Wisconsin Rapids annual TID reports; and

WHEREAS, the JRB met on Thursday July 14, 2022 and reviewed the Tax Incremental District No. 6, Tax Incremental District No. 7, and Tax Incremental District No. 8 annual reports filed with the Wisconsin Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED that the JRB acknowledges the filing of the annual reports for Tax Incremental District No. 6, Tax Incremental District No. 7, and Tax Incremental District No. 8 with the Wisconsin Department of Revenue and compliance with the annual meeting requirement as required by 2015 Wisconsin Act 257.

Passed and adopted this 14th day of July 2022.

Joint Review Board

Representing



Wood County



Wisconsin Rapids Public Schools



Mid-State Technical College



City of Wisconsin Rapids



Public Member