

TREASURER'S FINANCIAL REPORT
GENERAL FUND
DECEMBER 2024

<u>BUILDING / FENCE PERMIT</u>		178.00
<u>CHARLES & JOANN LESTER LIBRARY</u>		
Café	46.50	
Fax, Photocopies, Misc.	<u>269.65</u>	
		316.15
<u>CITATION PAYMENTS</u>		3,890.70
<u>DOG LICENSES</u>		100.00
<u>EMC INSURANCE</u>		
Deductible Reimbursement	500.00	
Return Premium Policy Change	<u>439.00</u>	
		939.00
<u>KAUTZER PARK DONATION</u>		
Cahak		100,000.00
<u>MOBILE HOME TAXES</u>		
Moccasin MHP		648.55
<u>NEKOOSA FIRE DEPARTMENT</u>		
Fit Reimbursement		200.00
<u>NEKOOSA POLICE DEPARTMENT</u>		
K-9 Donation, Brandt	20.00	
Parking Ticket	60.00	
Records	<u>2.00</u>	
		82.00
<u>NEKOOSA PORT EDWARDS STATE BANK</u>		
Interest on NOW Account		172.64
<u>OPERATOR LICENSE RENEWALS</u>		15.00

<u>REAL ESTATE OVERPAYMENTS</u>	970.15
<u>REAL ESTATE TAXES</u>	1,417,435.19
<u>RECYCLE PICKUP</u>	125.00
<u>SENIOR/COMMUNITY CENTER</u>	
Rentals	885.00
<u>SPECIAL ASSESSMENTS</u>	71,201.23
<u>SPECIAL ASSESSMENT REQUEST</u>	25.00
<u>TRICOR INSURANCE</u>	
Bond Policy Credit	174.00
 TOTAL RECEIPTS	 1,597,357.61

GENERAL

TOTAL RECEIPTS 12-31-2024	1,597,357.61
BOOK BALANCE 11-29-2024	<u>1,987,074.02</u>
	3,584,431.63
DISBURSEMENTS 12-31-2024	<u>844,182.57</u>
BOOK BALANCE 12-31-2024	2,740,249.06
OUTSTANDING CHECKS 12-31-2024	<u>40,179.69</u>
	2,780,428.75
OUTSTANDING ACH 12-31-2024	<u>3,855.25</u>
	2,776,573.50
OUTSTANDING ACH 12-31-2024	<u>665.78</u>
BANK BALANCE 12-31-2024	2,775,907.72

WATER

TOTAL RECEIPTS 12-31-2024	129,267.28
BOOK BALANCE 11-29-2024	<u>1,699,272.03</u>
	1,828,539.31
DISBURSEMENTS 12-31-2024	<u>51,913.32</u>
BOOK BALANCE 12-31-2024	1,776,625.99
OUTSTANDING CHECKS 12-31-2024	<u>8,196.05</u>
	1,784,822.04
OUTSTANDING ACH 12-31-2024	<u>84.08</u>
BANK BALANCE 12-31-2024	1,784,906.12

LONG TERM INVESTMENT

Nekoosa Port Edwards State Bank

CD #40532, Maturity 12 Months - \$20,479.27 Owned jointly with the Town
Of Port Edwards for the future closure of the landfill.

Local Government Investment Pool – Water Account

Balance \$1,010,639.01

Respectfully submitted,

Bobbi Hertzberg
Treasurer, City of Nekoosa

Public Works Committee

To the Honorable Mayor and members of the Nekoosa Common Council:

A Public Safety Committee meeting was held on Tuesday January 7, 2025 at 5:00 PM in the Nekoosa Council Chambers. Members present were: Larry Krubsack - *Chairman*, Adam Buehring - *Secretary*, Anthony Carlson and Garrett Kuhn.

Also in attendance were Rick Schmidt - DPW, Mayor Dan Carlson , Brad Hamilton, Mike Kumm, Dan Downing, Brian Krubsack, Attorney Nicholas Abts and Kelli Tuttle with Bluestem Forestry.

Meeting Minutes:

1. Recommend replacing the city Mechanics truck with a Ford F250 from V&H Ford, at a cost not to exceed \$48,120.50
2. Recommend implimenting our updated city sidewalk ordinance : Section 1, Subsection 8.10(5).
3. Discussed updating the cities forestry ordinance
4. Discussed the possibility of reconstructing 2nd Street to include sanitary sewer and watermain from Patton Street to Prospect Avenue.
5. Recommend issuing our current Lead wastewater operator, Derek Freeman, a city credit card.
6. Recommend removal of trees and debris on the triangle shaped lot located north of the wastewater plant.

Respectfully submitted,

Adam Buehring, *Secretary*



Three handwritten signatures are present. The top signature is 'AIL'. The middle signature is 'Larry Krubsack'. The bottom signature is 'Adam Buehring'.

Public Safety Committee

To the Honorable Mayor and members of the Nekoosa Common Council:

A Public Safety Committee meeting was held on Tuesday December 10th, 2024 at 6:00 PM in the Nekoosa Council Chambers. Members present were: Brian Krubsack - *Chairman*, Brad Hamilton - *Secretary*, Dan Downing and Mike Kumm.

Also in attendance were Dan Carlson - Mayor, Rick Schmidt - DPW Larry Krubsack, Anthony Carlson, Adam Buehring, Police Chief Shawn Woods, Fire Chief Mike Hartje, and Asst. Fire Chief Dave Rheindschmidt.

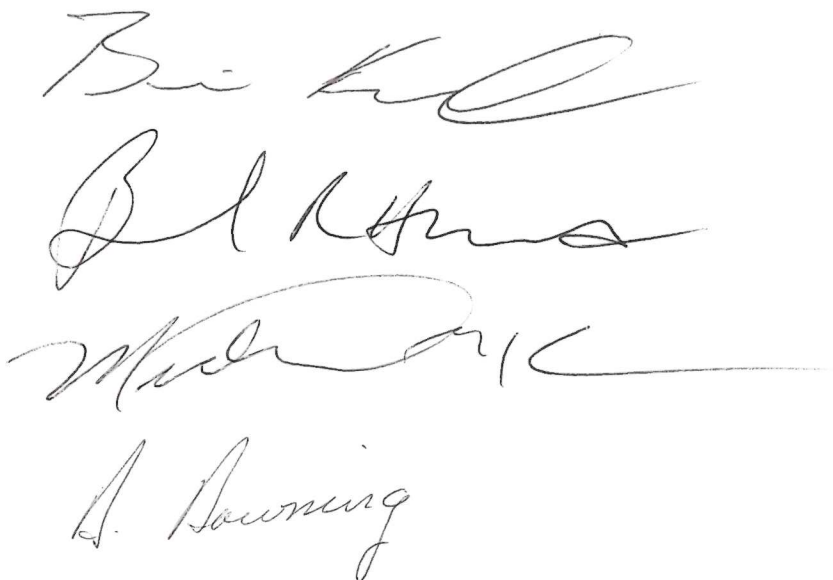
Meeting Minutes:

1. Discussed Fire Department monthly report.
2. Recommend sending up to 5 firefighters to Wi. State firefighters Assn. conference in Middleton March 6-8 2025 as per handbook.
3. Discussed Police Department monthly report.
4. Recommend purchasing 2 laptops with docking stations, 2 squad car radio heads and 2 new siren light/controllers for for \$12, 300.
5. Recommend sending 1 to the State Police Chiefs conference in Wi. Dells Feb. 9-12, 2025

~~6.~~

Respectfully submitted,

Brad Hamilton, *Secretary*



Property, Recreation and Human Affairs Committee

To the Honorable Mayor and members of the Nekoosa Common Council:

A Property, Recreation and Human Affairs Committee meeting was held on Tuesday January 7, 2025 at 6:30 PM in the Nekoosa Council Chambers. Members present were: Adam Buehring - *Chairman*, Brad Hamilton - *Secretary*, Brian Krubsack and Dan Downing.

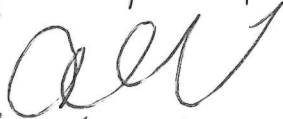
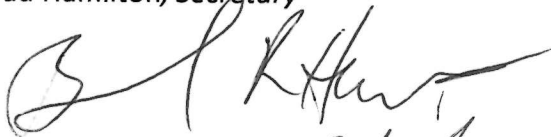
Also in attendance were Dan Carlson, Mayor, Rick Schmidt - DPW, Bobbi Herzberg, City Treasurer, Police Chief Shawn Woods .

Meeting Minutes:

1. Discussed S.C. Swiderski development agreement for Lynn Creek Village on Peckham Rd.
2. Recommend change order for poor soil on the Kautzer Building project for \$34,515.80.

Respectfully submitted,

Brad Hamilton, *Secretary*



D. Downing



Personnel Committee

To the Honorable Mayor and members of the Nekoosa Common Council:

A Personnel Committee meeting was held on Tuesday January 7, 2025 at 7:00 PM in the Nekoosa Council Chambers. Members present were: Brad Hamilton - *Chairman*, Larry Krubsack - *Secretary*, Mike Kumm and Anthony Carlson.

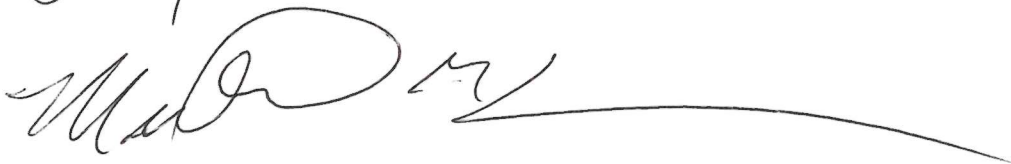
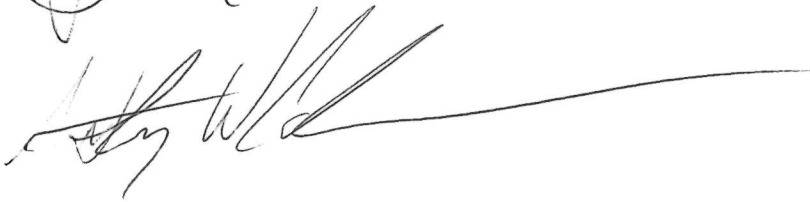
Also in attendance were Dan Carlson, Mayor, City Treasurer Bobbi Herzberg Kallee Dhein.

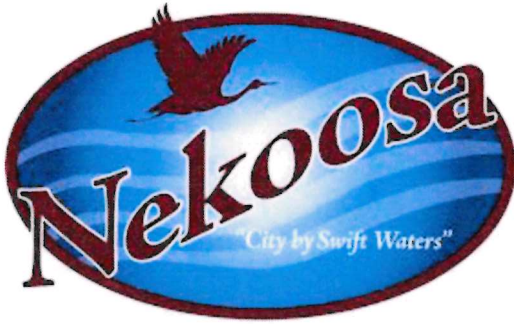
Meeting Minutes:

1. Motion by Carlson Second by Kumm to go into closed session pursuant to Wi stat. 19.85 (1) © TO DISCUSS BONUS FOR city clerk and treasurer. All members voted yes
2. Motion by Kumm second by Carlson to go into open session pursuant to Wi.stats 19.85 (2) to make recommendations on closed session items. All members voted yes
3. Recommend 500.00 bonus to both the clerk and treasurer.
4. .

Respectfully submitted,

Larry Krubsack, *Secretary*





Ways & Means Committee

The Ways & Means Committee will meet at the City of Nekoosa Office
Location & Address: Council Chambers, 951 Market St. Nekoosa, WI 54457

Time: Tuesday, January 14th, 2025, at 6:30 P.M.

This meeting can be streamed via Zoom, see the link attached: [Click Here](#)

Committee Chairperson: Anthony Carlson Phone: 715-412-1953

The agenda is as follows:

1. Call to Order
2. Roll Call of Members:
 - a. Ward 1: Larry Krubsack Ward 2: Mike Kumm
Ward 3: Anthony Carlson Ward 4: Garrett Kuhn
3. Audit Bill List
4. License applications.
5. Donations / Seminars / Conferences / Equipment / Meetings

Nekoosa Common Council:

Dan Carlson, Mayor

Alderpersons:

Ward 1: Larry Krubsack & Brian Krubsack Ward 2: Michael Kumm & Adam Buehring

Ward 3: Anthony Carlson & Dan Downing Ward 4: Garrett Kuhn & Brad Hamilton

Kallee Dhein – City Clerk

Posted 01/13/2025

This meeting is recorded via Zoom and can be accessed on the city website in the Agenda and Minutes section once posted. Discussion and possible action may take place on any of the above agenda items.

It is possible that the members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the Common Council.



January 10, 2025

Mr. Rick Schmidt, Director of Public Works
City of Nekoosa
951 Market Street
Nekoosa, WI 54457

Re: Agreement to Provide Engineering & Surveying Services
2nd Street Reconstruction – Nekoosa, WI

Dear Rick,

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Engineering & Surveying Services to City of Nekoosa (Client). All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

I. PROJECT UNDERSTANDING

Client would like to reconstruct 2nd Street between Patton Avenue and Prospect Avenue (STH 73) – See Exhibit A. This includes replacement of the existing sanitary sewer and sewer laterals out to the right-of-way, replacement/upsizing the existing watermain and water services out to the right-of-way, new curb & gutter, base course and asphalt pavement. It also includes spot sidewalk replacement where new sewer laterals and water services will be placed. The intersection of Vilas Avenue may only be patched and resurfaced as the water main and sanitary sewer will need replacing through this area.

The desire is to bid this project in early spring 2025 to allow construction to occur this summer.

II. SCOPE OF SERVICES

A. General

1. Consultant shall provide engineering design and bidding for the reconstruction of 2nd Street.

B. Specific Services Provided by Consultant

Task 1 – Design Phase

1. Complete a topographic survey map that depicts existing features and conditions. The limits of the topographic site map shall extend 10' feet beyond each right-of-way and include existing surface features, utilities, roadway sections, and other elements that may affect the design. The topographic survey map shall include locating existing monumentation to the extent that said monumentation is in existence at the time the field work is completed. Consultant has not attempted to verify property boundaries and/or right-of-ways as a part of locating existing monumentation. Said monumentation may, or may not, represent actual property boundaries and or right-of-ways and does not

constitute a property or right-of-way survey.

The topographic site map shall depict the following items:

- a) Features within the topographic site map limits include, but are not limited to, sidewalk, pavement, curb and gutter, curb cuts, driveways, utilities, utility poles, utility pedestals, utility structures, and signs.
- b) Substantial, visible, above-ground structures and improvements, including any existing buildings, driveways, and parking lots lying within the exterior boundaries of the subject site.
- c) Street trees and trees larger than 12" diameter at breast height (dbh).
- d) Utilities shall be shown based on maps provided to the Consultant by the City of Nekoosa, and as located in the field by Digger's Hotline. The size and invert elevation of sanitary sewers and storm sewers shall be measured by Consultant where practical. Where measurement of said utilities is not practical, size and invert elevations shall be shown based on available record drawings.
- e) The location of private utilities that are not within the standard scope of what would be marked as part of a diggers hotline locate request is not included in the scope. Client shall request private utility locates, if desired. Consultant shall coordinate this work as an additional service.
- f) Topographic survey shots shall be taken at regular intervals and in sufficient detail to prepare a digital terrain model within the exterior boundaries of the subject site.
- g) Contours at one-foot intervals shall be depicted. The Datum upon which the elevations and contours are based shall be noted on the face of the map, (i.e., assumed, NAVD27, NAVD88).

The topographic map does not constitute a boundary survey according to the Minimum Standards for Property Surveys, Chapter A-E7 of the Wisconsin Administrative Code. Consultant shall research available surveys of record and show the property boundary based on found surveys of record to the extent feasible.

- 2. Prepare a base map of the existing conditions for use in the design of the improvements.
- 3. Complete a preliminary design of the desired street and utility improvements. The preliminary design shall be used to identify any design challenges or limiting features affecting the design. The preliminary design shall be shared with Client Staff to review prior to preparing the final design. This scope includes a virtual design phase meeting with Client Staff as necessary.
- 4. Determine potential conflicts between the proposed construction and existing dry utilities (gas, electric, communication, etc.).
- 5. Coordinate with dry utilities to address any identified conflicts and/or consider any upgrades the utility company may be considering.
- 6. Prepare final plans of the proposed improvements. Final plans shall include:

- a) Title Sheet,
- b) General Notes, Legend, Contact Information
- c) Plan and Profiles (2 Sheets),
- d) Construction details:
 - (1) Water Main
 - (2) Sanitary Sewer
 - (3) Street
 - (4) Erosion Control

- 7. Prepare Project Manual (Bid Documents and Technical Specifications)
- 8. Prepare an Opinion of Probable Cost.
- 9. Prepare and submit regulatory agency permits required to gain approval to construct the improvements. Permits anticipated to be required include:
 - a) WDNR Water Main Extension,
 - b) WDNR-Notice of Intent

A WDNR sanitary sewer permit is not anticipated as the replacement of a sewer line with the same size pipe and characteristics as the existing pipe is considered maintenance. All necessary supplemental calculations for submittal of said permit applications are included in this item. All permit and review fees are the responsibility of the Client. Consultant shall coordinate with Client to obtain payment and submit fee with all permit or review applications.

Task 2 – Bidding Phase

- 1. Coordinate the bidding process including issuing bidding documents through QuestCDN.com online bid document distribution service. Answer questions during the bid process to provide clarification to the bid documents and issue addenda if necessary.
- 2. Attend the bid opening and prepare a tabulation of the bids received.
- 3. Make a recommendation to the Client concerning the award of the project to the lowest responsible bidder.
- 4. Coordinate securing a contract between the Owner and Contractor using standard Engineer's Joint Contract Documents Committee (EJCDC) documents.

C. Additional Services if Requested by Client

If requested by Client, Consultant is prepared to provide the following additional services:

- 1. Construction Staking,
- 2. Construction Observation,
- 3. Construction Administration.

NOTE: These services are not part of this Agreement. A separate Agreement or Amendment to this Agreement will be necessary to formally contract for this work.

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

In addition to the "Services Not Provided as Part of This Agreement" section indicated in the attached General Terms and Conditions, the following services are not included as part of this work.

- A. Construction Staking,
- B. Construction Observation,
- C. Construction Administration.

IV. SCHEDULE

- A. This Agreement is based upon the following anticipated schedule:

Activity	Date
1. Authorization to Proceed	January 15, 2025
2. Topographic Survey & Base Map	January 24, 2025
3. Preliminary Design	January 31, 2025
4. Final Plans, Specifications and Bid Documents	February 14, 2025
5. Permit Applications	February 14, 2025
6. Bidding.....	March 2025
7. Start Construction.....	Summer 2025

V. SCHEDULE OF DELIVERABLES

The following deliverables shall be provided to the Client throughout the course of the project:

- A. Topographic Survey
- B. Preliminary and Final Plans
- C. Permit Applications
- D. Bidding Documents
- E. Electronic file (.pdf) of plans, specifications and bid documents

VI. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant, respectively, shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Gary Blazek, Project Manager. He, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Gary.

The Client designates Rick Schmidt as their representative. Consultant shall direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

VII. FEES

- A. The fixed fees to provide the scope of services described herein are:

1. Task 1 – Design Phase	\$13,000
2. Task 2 – Bidding Phase	\$2,400
Total: \$15,400	

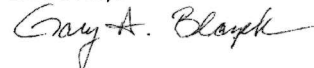
- B. These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- C. Reimbursable expenses are included in the above stated fees. When sub-consultants are required, a 10% administrative charge has been included.

VIII. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 4-1-22 and attached hereto are incorporated herein by reference.

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to our Reedsburg office. Should you have any questions or require any additional information, please feel free to contact me.

Sincerely,



Gary Blazek, PE
Principal

Enclosure: General Terms and Conditions
Attachment A – Project Map

AUTHORIZATION TO PROCEED

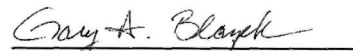
In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

Client

Mr. Rick Schmidt, Director of Public Works
City of Nekoosa
951 Market Street
Nekoosa, WI 54457

Date

Consultant



Gary A. Blazek, PE, Principal
Vierbicher Associates, Inc.
201 E. Main Street, Suite 100
Reedsburg, WI 53959

January 10, 2025
Date

© Vierbicher Associates, Inc.

**VIERBICHER ASSOCIATES, INC. (CONSULTANT)
GENERAL TERMS AND CONDITIONS OF SERVICES**

1. Services Not Provided as Part of This Agreement

Environmental studies, resident construction observation services, archaeological investigations, soil borings, geotechnical investigations, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified in this Agreement for Services, are not included as part of this work.

2. Hazardous Environmental Conditions

Unless specifically identified in this Agreement for Services, it is acknowledged by both parties that Consultant's scope of services does not include any services related to the discovery, identification, presence, handling, removal, transportation, or remediation at the site, or the inspection and testing of hazardous materials, such as asbestos, mold, lead paint, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client, and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). Client shall defend, indemnify and hold Consultant harmless from and against any CERCLA-based claims.

3. Additional Services

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard agreement.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

4. Client's Responsibility

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and contractors, and information from public records, without the need for independent verification.
- D. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

- E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.
- F. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- G. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- H. For projects involving construction, retain a qualified contractor, licensed in the jurisdiction of the Project to implement the construction of the Project. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and auto liability insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of those policies; and (2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.
- I. If Client designates a Construction Manager or Contractor or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant as defined in this Agreement.
- J. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information. If Client does not provide such information, Consultant shall assume that no conditions exist that will negatively affect the Scope of Services or Project and Client will be responsible for extra costs and/or damages resulting from the same.

5. Additional General Considerations (for projects involving construction)

- A. Consultant shall not at any time have any responsibility to supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the

construction contract given by Owner without consultation and advice of Consultant.

6. Fees

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.
- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90 days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.
- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant shall make every effort to inform Client in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

7. Sales Tax for Landscape Design Services

State and local sales tax will be applied to projects for Landscape Design Services, where applicable. The sales tax will be reflected on regular Client invoices. Should sales tax be imposed, they shall be in addition to Consultant's agreed upon compensation.

Those services subject to the sales tax will be identified in the Agreement and on invoices sent to the Client.

Applicable sales tax will not be applied to projects for Landscape Design Services if the Client provides a Tax Exempt Certificate.

8. Dispute Resolution

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.
- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.

- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute subject to the "Controlling Laws" section of these General Terms and Conditions located below.

9. Insurance

A. Consultant

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. Consultant also carries professional liability insurance. Certificates of Insurance will be provided upon written request.

B. Client

The Client shall procure and maintain, at its expense, general liability, property insurance and, if appropriate, workers' compensation and builders risk insurance. Client waives all claims against the Consultant arising out of losses or damages to the extent such losses or damages are covered by the foregoing insurance policies maintained by the Client.

C. Contractor

For projects involving construction, Contractor shall procure, as directed by the Client and/or as provided in the specifications or general conditions of the contract for construction, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Client and Consultant as an additional insured under the Contractor's general and auto liability policies as defined in 4.H. above.

10. Limitations of Liability/Indemnity

A. Definitions:

- 1) Contract Administration. Contract Administration includes services related to construction as outlined in the Agreement. These services may include Construction Staking, Construction Observation, and/or Administration of the Construction Contract between the Owner and Contractor.
- 2) Construction Documents. Documents (plans, and/or specifications) conveying a design intent, used by a qualified, capable Contractor for construction of a project.

B. Limitation of Liability

In recognition of the relative risks, rewards and benefits of different types of projects to both the Client and Consultant, the risks have been allocated such that the Client agrees to the following depending upon the services outlined in the Agreement.

- 1) For Agreements that include Contract Administration or the development of construction documents with Contract Administration:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of the available limits of Consultant's professional liability insurance policy. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, or breach of Agreement.
- 2) For Agreements that include the development of construction documents but do not include Contract Administration services as outlined in the Agreement:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of five times the fee received by the Consultant, not including reimbursable subconsultant fees and expenses, or the available limits of Consultant's professional liability insurance policy, whichever is less. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability or breach of Agreement.

- 3) For Agreements that do not include the development of construction documents or Contract Administration services as outlined in the Agreement:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of two times the fee received by the Consultant, not including reimbursable subconsultant fees and expenses, or the available limits of Consultant's professional liability insurance policy, whichever is less. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability or breach of Agreement.

- C. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees recoverable under applicable law, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence (whether sole, concurrent, or contributory). Neither Client nor Consultant shall have a duty to provide the other an up-front defense of any claim.
- D. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

11. Betterment

If any item or component of the Project is required due to the omission from the construction documents, Consultant's liability shall be limited to the reasonable costs of correction of the construction, less the cost to Client if the omitted component had been initially included in the contract documents. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by Client and shall not be a basis of claim against Consultant. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.

12. Use of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein, including all copyrights. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of planning, constructing, occupying or maintaining the project or as otherwise intended. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement in the applicable reuse or modification, shall be at Client's sole risk, and Client agrees to waive all claims against and defend, indemnify and hold Consultant harmless from

all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

13. Survey Stakes for Construction (for projects involving construction)

Stakes placed by Consultant for use by the Contractor shall only be used for the specific purpose indicated. Any use of stakes by the Client for purposes other than indicated and/or communicated by the Consultant, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless for all claims, damages and expense, including attorneys' fees, arising out of such unauthorized use by Client or others acting through Client.

14. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by contractors during bidding and/or construction from QuestCDN.com or as specified in this Agreement for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of the project.

15. Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not warrant or guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

16. Approvals

Client acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside the Consultant's control. Consultant does not guarantee reviews or approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

17. Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, quantity, or warrant the existence of conditions that Consultant cannot ascertain or otherwise represent information or knowledge inconsistent with Consultant's scope of services for the Project.

18. Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claims against Consultant because of this Agreement or Consultant's performance of services hereunder.

19. No Express or Implied Warranty

Consultant makes no representation nor does consultant extend any warranty of any kind, either express or implied, to client with respect to this agreement or the project and hereby disclaims all implied warranties of merchantability, fitness for a particular purpose, or noninfringement of the intellectual property rights of third parties with respect to any and all of the foregoing.

20. Damages Waiver

In no event shall consultant be liable to client, or anyone, for any consequential, incidental, indirect, special, punitive, or exemplary damages including, without limitation, loss of use, lost income, lost profits, loss of reputation, unrealized savings, diminution in property value, cost of replacement, business or goodwill, suffered or incurred by such other party in connection with the this agreement or the project, arising out of any and all claims including, but not limited to, tort, strict liability, statutory, breach of contract, and breach of express and implied warranty claims (should it be determined that such warranty claims survive the disclaimers set forth in this agreement).

21. Standard of Care

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement shall be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality.

22. Termination

The obligation to provide further services under this Agreement may be terminated:

A. For Cause

- 1) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
- 2) By Consultant
 - a) Upon seven days written notice if Consultant believes that he is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.
 - b) Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.
 - c) Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 60 days past due.

B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

C. Reimbursement for Services

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

23. Force Majeure/Project Schedule

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a

result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or directives, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or review Consultant's services or design documents, or delays caused by faulty performance by Client's contractors or consultants, the time for completion of Consultant's services shall be extended by the period of resulting delay and compensation equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement due to such delays.

24. Successors, Assigns and Beneficiaries

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

25. Municipal Financial Advisor Services

The Consultant is not registered with the Securities and Exchange Commission as a municipal advisor. Consultant does not perform municipal advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

26. Controlling Laws

This Agreement is to be governed by the laws of the state in which the project is located and in force at the time of completion of deliverables.

27. Entire Agreement

These General Terms and Conditions and the accompanying Agreement constitute the full and complete Agreement between Client and Consultant and supersedes all prior understandings and agreements between the parties and may be changed, amended, added to, superseded, or waived only if Client and Consultant specifically agree in writing to such amendment of the Agreement. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as set forth in these General Terms and Conditions and accompanying Agreement. In the event of any inconsistency between these General Terms and Conditions, the proposal, Agreement, purchase order, requisition, notice to proceed, or like document, these General Term and Conditions shall govern.

28. Authority

The person signing the accompanying agreement acknowledges that if the person is signing in a capacity other than individually, the execution and delivery of this document has been duly authorized and the member, owner, officer, partner or other representative who is executing this document have the full power, authority and right to do so, and that such execution is sufficient and legally binding on the entity on whose behalf this document is signed, to enable the document to be enforceable in accord with its terms.



2nd Street Reconstruction

Nekoosa, WI

January 10, 2025

vierbicher
planners engineers advisors

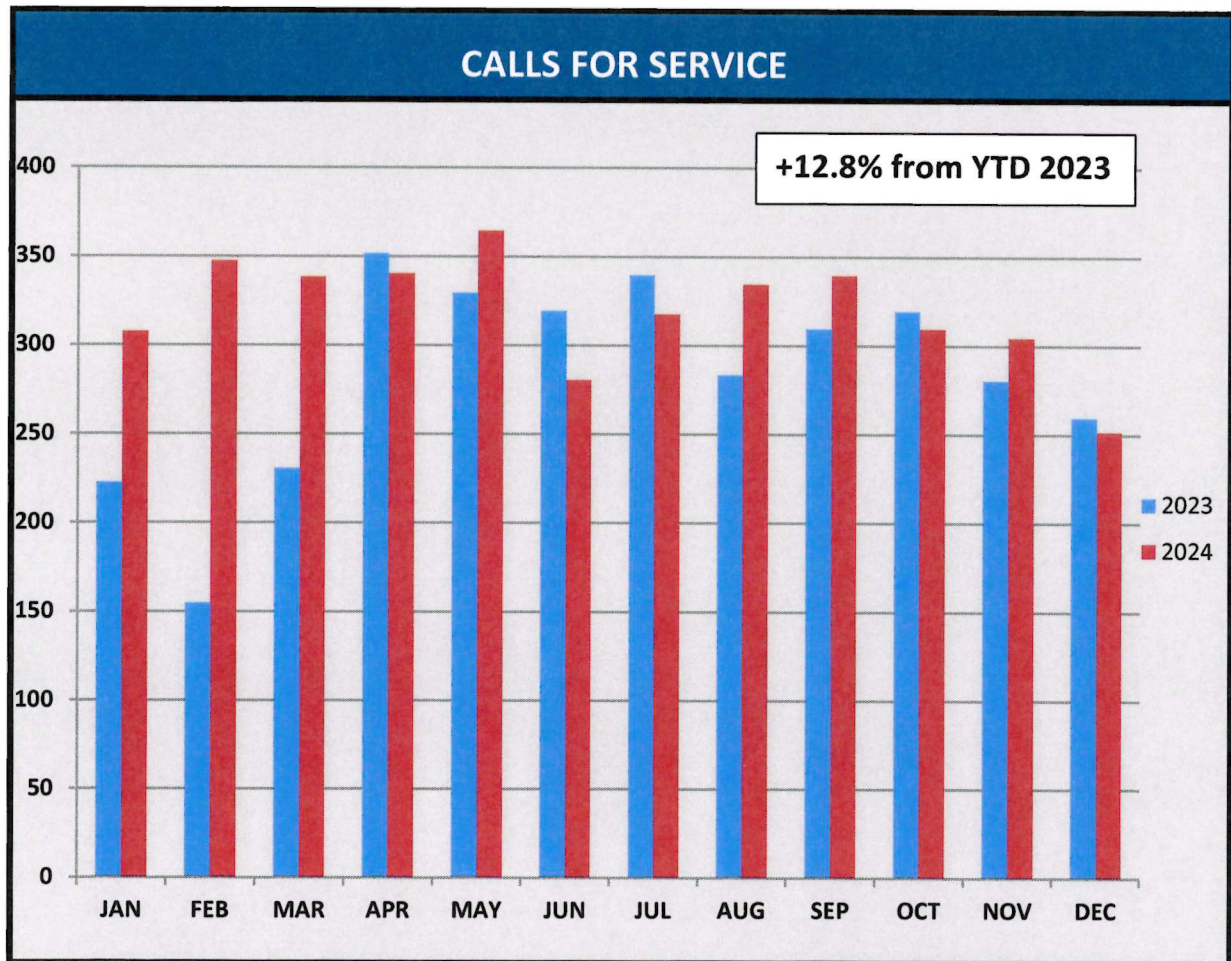


NEKOOSA POLICE DEPARTMENT

Monthly Report
December 2024



ACTIVITY	CURRENT MONTH
TRAFFIC CONTACTS	83
TRAFFIC CITATIONS	15
ORDINANCE CITATIONS	7
CRIMINAL OFFENSES	1
DRUG OFFENSES	6
TRAFFIC CRASHES	5
CALLS FOR SERVICE	252

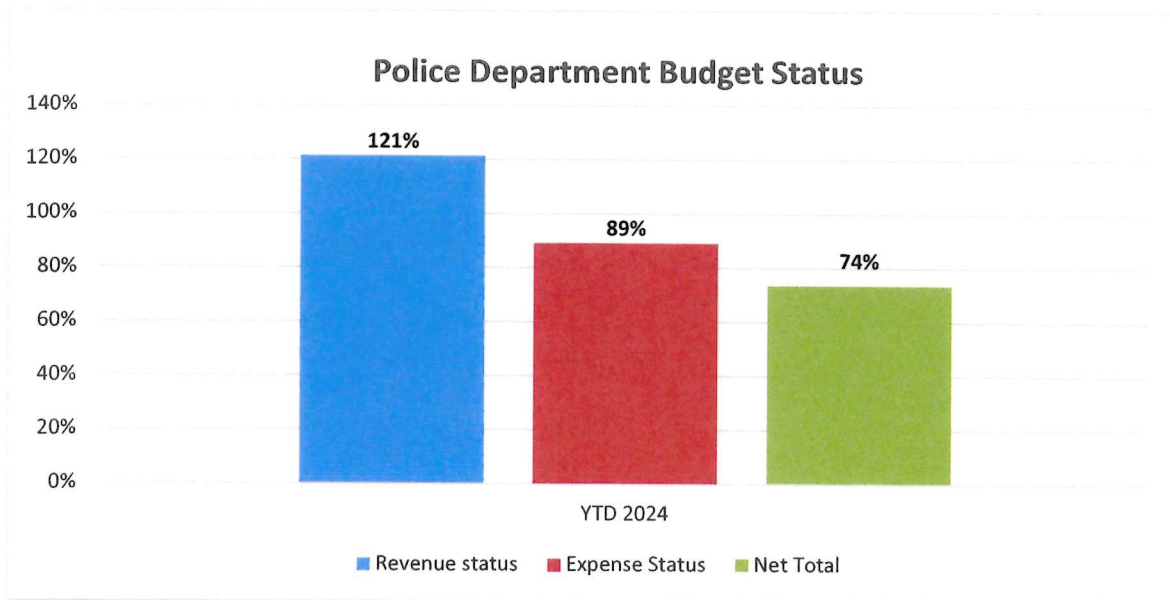


CALLS FOR SERVICE

Alarms	3
All Other	1
Ambulance Call	10
Animal Complaint	1
Assist Citizen	8
Assist Motorist	2
Assist Other Agency	21
Criminal Damage	1
Disturbances	8
Escort	1
Extra Patrol	1
Fire Call	2
Follow Up	2
Lost & Found	1
Lost or Found Animals	1
Missing Person	1
Project Lifesaver Check	1
Property Protection	51
Prowler/Suspicious Person/Vehicle	3
Repo Documentation	2
School Zones	10
Special Detail	3
Telephone Abuse	1
Theft	2
Traffic Accident - deer	4
Traffic Accident - property damage	1
Traffic Complaints	1
Traffic Stop	83
Traffic/Parking Complaint	11
Trespassing	1
Warrant Pick-up	2
Welfare Check	12
Total	252

ARRESTS & CITATIONS

343.05(3)(A) Operate without Valid License	2
343.44(1)(A) Operating While Suspended	1
343.44(1)(B) Operating While Revoked	1
344.62(1) Operating a motor vehicle w/o insurance	2
346.57(4)(E) Speeding on City Highway	3
346.57(4)(F) Speeding in Outlying District	3
346.63(1)(B) Operating with PAC	1
346.935(2) Possess Open Intoxicants in MV	1
347.48(4)(AM) Violation of Child Safety Restraint Requirements	1
9.22(2)(a) Possession of THC, Synthetic Cannabinoid	3
9.22(2)(b) Possession of Drug Paraphernalia	3
9.943.20 Theft	1
940.19(1) Battery	1
Total	23



ADDITIONAL INFO./ACTIVITY

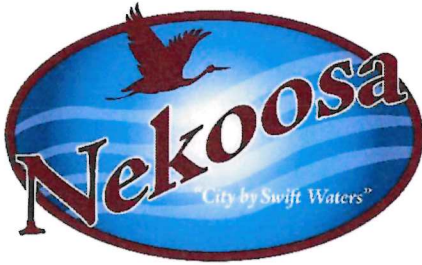
- *We are proud to have hired Logan Otto to fill our open patrol position. Logan was sworn in on December 3rd and graduated from the MSTC Law Enforcement Academy on December 18th. He began his 13-week field training on December 19th.*
- *Asst. Chief/SRO Josh Kolo was acknowledged for 20 years of service and Detective Brian Machon for 15 years of service. We are grateful that they are on our team.*
- *Chief Woods assisted the Village of Port Edwards by participating on a police chief candidate interview panel for their upcoming opening.*
- *Chief Woods gave a presentation to the Nekoosa School Board to support their approval to purchase three Flock license plate recognition cameras. This will bring the total to six Flock cameras in the City.*

PERSONNEL

<i>Shawn Woods</i>	<i>Chief of Police</i>
<i>Josh Kolo</i>	<i>Asst. Chief, S.R.O</i>
<i>Brian Machon</i>	<i>Detective</i>
<i>Chris Meyer</i>	<i>Patrolman</i>
<i>Andrew Berg</i>	<i>K9 Officer</i>
<i>Tim Resheske</i>	<i>Patrolman</i>
<i>Kolton Kessler</i>	<i>Patrolman</i>
<i>Logan Otto</i>	<i>Patrolman</i>

Respectfully submitted,

 - Chief of Police



NEKOOSA PUBLIC WORKS

MONTHLY REPORT

January 2025

Streets

- All holiday lights have been removed from Riverside Park and the street light poles along Market Street. We have also removed the ground displays at city buildings. We completed the removal the last two days of December since we had rain and provided some ground thawing.
- As of the 2nd week of January we have had three snow removals starting in December to current. It has been a slow start to the snowplow season. It looks like we might make it to February without a lot of snow fall.
- Public works staff have been busy on tree removals throughout the city.
- Staff has been removing trees and brush at both the Lynn Hill concrete/asphalt and Industrial park tree disposal yards to allow better equipment access and storage.

Public Works Fleet

- Our fleet is working well so far as we enter 2025. Snow plow trucks are

all in good order, as well as the ground equipment we use for snow removals.

Water Utility

- As we look at 2025, the following are some of the basic work plans:
- Install about 80 new water meters
- Complete hydrant flushing of all hydrants in the spring and fall
- Paint about 70 hydrants
- Replace 2 to 3 old hydrants and valves
- Water filtration plant – clean aerators and recharge filter media
- Identify and purchase a new water utility van
- Continuing with training and certification for our new utility employee
- 2nd Street watermain replacement

Sewer Utility

- 2025 projects include:
- Drain both Clarifiers, clean, adjust weirs and re-caulk all concrete
- Drain waterworks lift station, clean and check pumps
- Focus on a FOG (Fats, Oils, Grease) program with inspecting business grease operations and educate homeowners on grease disposal
- Install 3rd Raw water pump in late winter/early spring
- 2nd Street sanitary sewer replacement

Director Updates

- We plan on discussing further the update to our forestry ordinance at the February public works committee meeting

-
- We have ordered 7 new holiday street light pole lights to be added to our lineup. We will retire 7 of the older pole lights.
 - We have identified 9 buildings that have been inspected by our insurance company for hail damage. We are working out the details on the insurance proceeds and cost and plan to bring this forward at an upcoming meeting for review and discussion.
 - Coordinate with SC Swiderski to clarify and finalize a development agreement for 2025 is on the schedule to complete.

Training & Staff Activity

- None to report



NEKOOSA FIRE DEPARTMENT

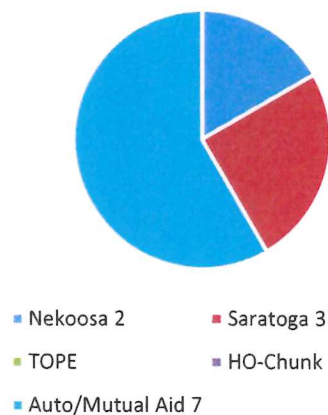
MIKE HARTJE
Chief

Monthly Report December 2024

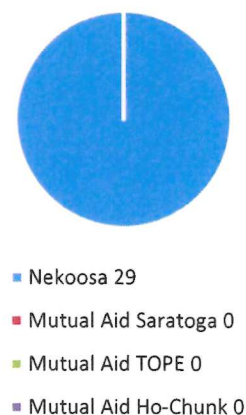
Activities:

- 🔥 Fire training night
- 🔥 Chief Hartje and A.C. Rheinschmidt attended Public Safety and Personnel monthly meetings
- 🔥 The Fire Dept participated in Hometown Christmas, Fire Dept Open House, Parade and Fireworks
- 🔥 EMR training night with WRFD
- 🔥 Chief Hartje attended the Common Council meeting
- 🔥 SPS 330 meeting
- 🔥 Fire Dept monthly meeting
- 🔥 2nd round of 2024 Fire Inspections have been done

December Fire Calls



December EMS Calls



Type	Nekoosa	Saratoga	Township	Ho-Chunk	Mutual Aid	December Total	YTD Total
Fire	2	3			7	12	137
EMS	29					29	300
Totals							437

Jan 7, 2025

You are hereby notified that there will be a meeting of the Charles and JoAnn Lester Public Library Board of Trustees at **2pm** on Monday, January 13, 2024 in the Buehler Room at the Charles and JoAnn Lester Library, 100 Park Street, Nekoosa, WI 54457.

- AGENDA
1. Call to order
 2. Roll Call
 3. PUBLIC NOTICE: Members of the public who wish to address the Library Board of Trustees on specific agenda items must register their request at this time, with such comments subject to the reasonable control of the President as set forth in Robert's Rules of Order.
 4. Minutes of the Meeting of December 2024
 5. Treasurer's Report December 2024
 6. Donations
 7. Director's Report
 8. Vouchers

NEW BUSINESS

9. Staff Compensation
10. Insurance

Move to go into closed session. The Charles and JoAnn Lester Library Board will convene into closed session pursuant to Wis. Stats. Section 19.85 (1) I "considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility" and Wis. Stats Section 19.85 (1) (f) "considering financial, medical, social or personal histories or disciplinary data of specific person which, if discussed in public, would likely have a substantial adverse effect upon the reputation of any person referred to in such histories or data".

OLD BUSINESS

11. Staff Development Day update
12. Roof update
13. Computer purchases
14. Circulation Desk grant
15. Any other items

Any person who has special needs and plans on attending this meeting should contact the Library Board as soon as possible to ensure that reasonable accommodations can be made. Please call 886-7879.

Director's Report

Our WiFi usage for 2024 was 67,890. Last year was 12,644. That is a 435% increase in use as a result of making the wifi available 24/7 in an area with adequate lighting and video surveillance.

Patrons entering library: 56,592, this number is a ballpark estimate. I installed the door counter in very late June/Early July. However, this gives a good idea as to the traffic we see.

Our Christmas Craft program was well attended and many parents thanked us for hosting the ornament making/snack making, stating "this is one item off the Christmas bucket list". Each kid who participated was able to take home a gift for 2 adults in their lives.

Preschool storytime continues to enjoy regular attendance. Our ODC clients love coming to the library weekly for their weekly book club on Mondays.

Noon Year's Eve was a hit! Megan and I planned for 15 kids, and we had 30+ kids plus 7-8 adults. Megan has a balloon inflator, so she made a balloon arch and blew up about 100 balloons which I rigged into a balloon drop. We had sparkling juice, fancy plastic glassware, and snacks. It was more successful than we had planned.

My "Never Forgotten Friday" posts continue to gain a lot of positive attention. These posts are researched and written after normal office hours.

For the past few years, we have bought 2 copies of popular materials as a way to insure our patrons had access to materials. Previously, if we bought a copy of a book, it went out to satisfy holds anywhere within the SCLS system. There was a local holds option, but if the book wasn't in our catalog right away, and later proved to be a popular title, our patrons had to wait. "Educated" was a great example of this phenomena. That is why we developed our "Lucky Day Collection". SCLS piloted a new program last year, and has made it available to all libraries. We now have a local holds option which means our new materials stay on our shelves for 60 days, which gives our patrons time to see the materials and place holds on materials. This will allow us to spend some funds on other titles, and not have to buy as many double copies. Local holds is only for adult fiction and non-fiction, large print fiction, and picture books. This did have a trickle down effect which meant we weren't able to purchase as many large print books, because they cost \$35-\$40 per book.

I have covered multiple shifts due to illness and time off. I was able to clean out the storage cabinets in the kids area, take down Christmas décor, and also organize.

The Annual Report will be opening soon, so that will be next on my agenda.

NEW BUSINESS

9. Staff Compensation
10. Insurance

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OLD BUSINESS

11. Staff Development Day update
All involved parties are looking at January 22nd.
12. Roof update
We have a check that we need to take care of.
13. Computer purchases
Computers purchased, and hopefully arriving January 22.
14. Circulation Desk grant
Submitted and waiting,
15. Any other items