

TREASURER'S FINANCIAL REPORT
GENERAL FUND
AUGUST 2025

<u>BOAT LAUNCH PERMIT</u>		515.00
<u>BUILDING/ZONING PERMITS</u>		1,208.00
<u>CHARLES & JOANN LESTER LIBRARY</u>		
Library Sales		246.95
<u>CITATION PAYMENTS</u>		3,421.60
<u>DOG LICENSES</u>		11.00
<u>DONATIONS</u>		400.00
<u>FRANCHISE FEES</u>		
Charter Communications	788.60	
Solarus	<u>653.80</u>	
		1,442.40
<u>LIFEQUEST</u>		
Ambulance Invoices		984.80
<u>MOBILE HOME TAXES</u>		
Moccasin MHP		561.62
<u>NEKOOSA FIRE DEPARTMENT</u>		
Rome Training Reimbursement		414.00
<u>NEKOOSA POLICE DEPARTMENT</u>		
Parking Tickets	10.00	
Records Request	<u>2.00</u>	
		12.00
<u>NEKOOSA PORT EDWARDS STATE BANK</u>		
Interest on NOW Account		235.73
<u>OPERATOR LICENSES</u>		25.00
<u>OVERPAYMENT REFUND</u>		5.67
<u>RECYCLE PICKUP</u>		275.00

<u>RIVERSIDE CEMETERY</u>		2,700.00
<u>RIVERSIDE PARK</u>		80.00
<u>SENIOR/COMMUNITY CENTER</u>		2,630.00
<u>SPECIAL ASSESSMENT REQUESTS</u>		25.00
<u>UTILITY PAYMENTS</u>		158,244.31
<u>WOOD, COUNTY OF</u>		
August Tax Settlement	550,932.93	
July 2025 Special Charges	<u>408.48</u>	
		551,341.41
<u>TOTAL RECEIPTS</u>		724,779.49

GENERAL

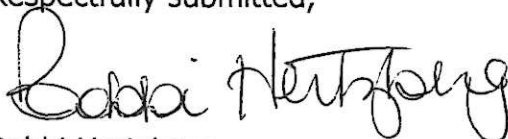
7/31/2025 Balance	2,840,989.90
Checks	-450,864.43
Receipts	724,779.49
8/31/2025 Balance	3,114,904.96

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 \$1,036,622.98*

Respectfully submitted,



Bobbi Hertzberg
Treasurer, City of Nekoosa



Planning Commission Minutes

The Planning Commission met at the City of Nekoosa Office

Location: Council Chambers, 951 Market St. Nekoosa, WI 54457

Time: Tuesday, September 2nd, 2025, at 6:00 P.M.

Call to Order

Called to order at 6:00pm by Mayor Daniel J. Carlson. The roll call was conducted by City Clerk Kallee Ferk.

Roll Call

Brad Hamilton, Larry Krubsack, Daniel Hofmeister, Randy Soika, Jason Conrad, Dan Carlson – City of Nekoosa Mayor, and Rick Schmidt – City of Nekoosa Public Works Director

Also in attendance was Shawn Woods – Police Chief, Garrett Kuhn, Alan Marcoux, Brian Lytner, Anthony Carlson, Daniel Downing, and Mike Kumm. Attendance via Zoom was Darla Allen – Library Director and Bobbi Hertzberg – Treasurer

Discussed long-term strategy for commercial development.

Shawn Woods talked about how the city needs to be proactive on their economic development to ensure more revenue for the city to come in. This would open more opportunities within the city's levying options for the budget. Lots and areas that he mentioned could be open for economic/commercial development were the lot next to Dollar General, the lot by Maple Street that is next to Piggly Wiggly, the Business Park, then corner of Market and Cedar which Bethlehem Lutheran Church currently owns, or potentially acquiring the mill trailer lot on Market Street. This item was only discussed about the potential spots and what it would take to acquire each area if the city wanted to try to utilize it.

Motion to go into closed sessions to deliberate on purchase of public property

Motion by Brad Hamilton, Seconded by Larry Krubsack.

Motion to come out of closed session to make recommendations on purchase of public property.

Motion by Brad Hamilton, Seconded by Larry Krubsack.

Recommendation to make offer to purchase 116 Ward Street for an offer of \$65,000.

Motion by Brad Hamilton, Seconded by Larry Krubsack.

Roll Call Vote: 5-1 (Hofmeister was 1 no)

Discussion of Peckham Road project.

Committee discussed creating planning packages to present to potential developers. If project were to start back up, a new TID would have to be created and TID 4 would need to be closed out. Discussion continued on the different opportunities that could happen at the land, from 2 or 5 acre parcels to twin homes and apartments. Rick Schmidt talked about how he understood the potential of 2-5 acre parcels and the building of homes, but the city would like to try to connect the area to city water to ensure more customers on the water system.

Adjournment

Meeting adjourned at 6:49pm

Public Works Committee

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

A Public Works Committee meeting was held on Tuesday September 2, 2025 at 6:30 PM in the Nekoosa Council Chambers. Members present were: Larry Krubsack - *Chairman*, Anthony Carlson - *Secretary*, Garrett Kuhn and Brian Lytner.

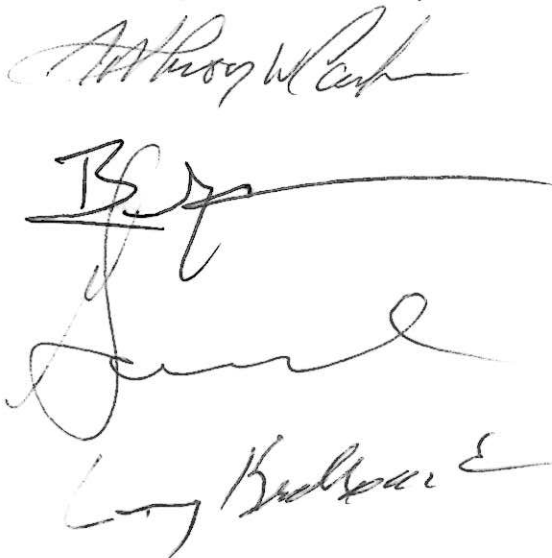
Also in attendance were Mayor Dan Carlson, Brad Hamilton, . *Reck Schmidt*, *Bar Bowling*, *Alan Muellox*, *Mike Kuhn*

Meeting Minutes:

1. Recommend City enter into negotiations for purchase of the triangle property to the north of the wastewater treatment plant.
2. Recommend applying for a street improvement project under the municipal street improvement program (MSILT) under LRIP guidelines, for the Glendale rd project.
3. Recommend hiring Guelzow to install a new natural gas heating unit at the water filtration plant, for \$5,110.00
4. Discussion on installing a new generator at Well #5.

Respectfully submitted,

Anthony Carlson, *Secretary*



Three handwritten signatures are present. The first signature is for Anthony Carlson, Secretary. The second signature is for Brad Hamilton. The third signature is for Brian Lytner.

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 September 2, 2025 at 7:00 PM in the Nekoosa Council Chambers. Members present were: Mike Kumm - *Chairman*, Brad Hamilton - *Secretary*, Alan Marcoux and Dan Downing.

Also in attendance were Mayor Dan Carlson, Rick Schmidt; DPW Director, Garrett Kuhn, Larry Krubsack, Anthony Carlson and, Brian Lytner.

Meeting Minutes:

1. Discussed cameras at Kautzer Park.
2. Recommend hiring Badgerland Service to reset the survey monuments at the cemetery for \$2,100.00.
3. Recommend new floor scrubber for the Nekoosa Community Center for \$5,325.00.

Respectfully submitted,

Brad Hamilton, *Secretary*





Public Safety Committee

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

Time: Tuesday, September 9th, 2025, at 5:00 P.M.

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

Committee Chairperson: Anthony Carlson Phone: 715-972-3434

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. Discussion and possible action on future ambulance coverage and seeking out bids from providers.
4. Donations / Seminars / Conferences / Equipment / Meetings

Nekoosa Common Council:

Dan Carlson, Mayor

Alderspersons:

Ward 1: Larry Krubsack & Alan Marcoux Ward 2: Michael Kumm & Brian Lytner

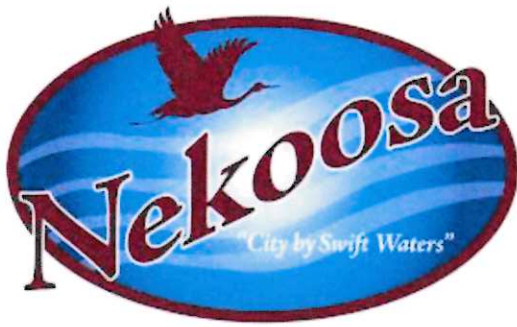
Ward 3: Anthony Carlson & Dan Downing Ward 4: Garrett Kuhn & Brad Hamilton

Kallee Ferk – City Clerk

Posted 09/08/2025

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.



Committee of the Whole

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

Time: Tuesday, September 9th, 2025, at 5:30 P.M.

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

Committee Chairperson: Dan Carlson Phone: 715-570-2563

The agenda is as follows:

- 1. Call to Order**
- 2. Roll Call of Members**
- 3. Discussion of City budget for 2025 with Jon Trautman – CPA from Clifton Larson Allen**

Nekoosa Common Council:

Dan Carlson, Mayor

Alderspersons:

Ward 1: Larry Krubsack & Alan Marcoux Ward 2: Michael Kumm & Brian Lytner

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

Kallee Ferk – City Clerk

Posted 09/04/2025

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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.



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, September 9th, 2025, at 6:30 P.M.

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

Committee Chairperson: Daniel Downing Phone: 715-412-1953

The agenda is as follows:

1. Call to Order
2. Roll Call of Members:
 - a. Ward 1: Alan Marcoux Ward 2: Brian Lytner
Ward 3: Dan Downing Ward 4: Brad Hamilton
3. Discussion and possible action on sponsorship for Heart of Wisconsin Chamber of Commerce Nekoosa Holiday events.
4. Audit Bill List
5. License applications.
6. Donations / Seminars / Conferences / Equipment / Meetings

Nekoosa Common Council:

Dan Carlson, Mayor

Alderspersons:

Ward 1: Larry Krubsack & Alan Marcoux Ward 2: Michael Kumm & Brian Lytner

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

Kallee Ferk – City Clerk

Posted 09/04/2025

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.

City of Nekoosa

Kallee D. Ferk, City Clerk
951 Market Street
Nekoosa, WI 54457

(715) 886-7877



WOOD COUNTY LIBRARY TAX EXEMPTION RESOLUTION—RES. 12-2025

WHEREAS, The Wood County Board levies a county library tax,

WHEREAS, Section 43.64(2)(b) of the Wisconsin Statutes provides such units of government which levy a tax for public library service and appropriate and expend for a library fund as defined by Section 43.52(1) during the year for which the county tax levy is made a sum at least equal to the county library tax rate in the prior year multiplied by the equalized valuation of property in the city or village for the current year, may apply for exemption from this tax; and

WHEREAS, The City of Nekoosa does levy a library tax in excess of the amount calculated in accordance with Section 43.64(2)(b),

NOW THEREFORE BE IT RESOLVED,

that the City of Nekoosa hereby requests to be exempted from the payment of any county library tax as provided in Section 43.64(2)(b) inasmuch as it will expend for its own library fund for the **2026** an amount in excess of that calculated in accordance with Section 43.64(2)(b). Exemption from the payment of said county library tax shall not preclude the City of Nekoosa's participation in county library services in all other respects; and

BE IT FURTHER RESOLVED,

that confirmed copies of this Resolution be forwarded by the City Clerk, Kallee Ferk, to the Chair of the Wood County Library Board and to the Wood County Clerk no later than September 30th, 2025.

Signed on this day, Tuesday, September 9th, 2025

Dan Carlson, Mayor

Kallee Ferk, City Clerk

Wood County Library Tax Exemption Calculations for 2026

Municipalities that Pay County Library Tax	2024 Equalized Value Reduced by TID	Municipalities with Libraries	2025 Equalized Value Reduced by TID	2026 Needed Appropriation	2025 Requested Appropriation
Arpin (village)	\$16,189,900	Arpin (town)	\$122,910,400	\$35,969	\$30,267
Auburndale	\$107,993,700	Marshfield	\$2,133,827,200 *	\$624,443	\$1,373,984
Cameron	\$75,405,700	Nekoosa	\$171,991,200	\$50,332	\$142,752
Cary	\$73,647,200	Pittsville	\$90,303,900	\$26,427	\$27,798
Cranmoor	\$48,245,300	Vesper	\$44,857,600	\$13,127	\$19,750
Dexter	\$54,136,700	Wisconsin Rapids	\$1,663,722,500	\$486,872	\$1,168,878
Grand Rapids	\$884,343,900				
Hansen	\$88,937,100				
Hiles	\$35,837,200				
Lincoln	\$204,139,200				
Marshfield (town)	\$104,774,900				
Milladore (town)	\$70,258,400				
Port Edwards (town)	\$142,393,000				
Remington	\$44,436,900				
Richfield	\$162,803,900				
Rock	\$124,786,600				
Rudolph (town)	\$120,137,400				
Saratoga	\$558,677,100				
Seneca	\$113,827,000				
Sherry	\$87,663,100				
Sigel	\$112,452,400				
Wood	\$114,212,800				
Auburndale (village)	\$47,999,300				
Biron (village)	\$98,473,200				
Hewitt (village)	\$83,803,900				
Milladore (village)	\$15,481,800				
Port Edwards (village)	\$168,828,800				
Rudolph (village)	\$47,122,100				
TOTAL:	\$3,807,008,500				
2025 Wood County Library Budget	\$1,114,083				
Tax Levy Rate:	0.000292640				

*Marshfield has residents in Wood County & Marathon County. The equalized values from both counties have been added to result in the figure above. See below for Wood County portion only:

Marshfield	\$1,955,482,600	\$572,252
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The tax levy rate is determined by dividing the 2025 Wood County library budget by the 2024 equalized value of those municipalities which pay the county library tax. The 2025 equalized value of the municipalities with libraries is then multiplied by that tax levy rate to determine the municipal appropriation needed in order to exempt from the county library tax in 2025. The 2025 municipal library appropriations (taken from information provided on the library's 2024 Annual Report) are provided as an indication of the municipality's current level of support.

Wisconsin Statutes s. 43.64 (2)(b)

Per 43.64(2)(c)(2), a municipality in a joint library may appropriate an amount that is not less than the average of the last three years.

Library Card Sign-up Month 2025 Proclamation

WHEREAS, libraries are foundational to education, imagination, and opportunity, offering everything from early literacy programs to digital tools that support lifelong learning and personal growth;

WHEREAS, libraries welcome all people, serving as inclusive and accessible community hubs that connect individuals across cultures, generations, and experiences;

WHEREAS, libraries curate collections and design programs that reflect the diversity of the populations they serve, ensuring equitable access to information, technology, and culture for all;

WHEREAS, libraries help individuals navigate life's challenges by providing trusted information, digital access, job search support, and connections to essential services;

WHEREAS, libraries contribute to thriving local economies by equipping job seekers, entrepreneurs, students, and creators with tools and training to succeed;

WHEREAS, in times of both crisis and calm, libraries and their staff remain steadfast in supporting and strengthening their communities;

WHEREAS, library resources help households save money, reduce waste, and make sustainable choices, all through the simple power of a shared public good;

WHEREAS, a library card opens doors to endless possibilities, from books and technology to lifelong learning and imagination;

NOW, THEREFORE, be it resolved that I, Hon. Mayor Daniel Carlson, do hereby proclaim September 2025 as Library Card Sign-up Month in Nekoosa, Wisconsin and encourage all residents to sign up for a library card at the Charles & JoAnn Lester Library and explore the endless possibilities our local library offers.

On this 9th day of September, 2025

Daniel Carlson, Mayor

Proclamation
National See Tracks? Think Train® Week

WHEREAS See Tracks? Think Train® Week is to be held across the U.S. from September 15 to 21, 2025;

WHEREAS, 2,252 rail grade crossing collisions resulted in 749 personal injuries and were responsible for 268 fatalities in the United States during 2024; and

WHEREAS, 1,465 pedestrian trespassing casualties have occurred in the United States resulting in 821 pedestrians being killed and another 644 injured while trespassing on railroad property rights of way during 2024; and

WHEREAS, educating and informing the public about rail safety (reminding the public that railroad right of ways are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws) will reduce the number of avoidable fatalities and injuries caused by incidents involving trains and citizens; and

WHEREAS, the International Association of Chiefs of Police, National Operation Lifesaver Inc., United States Department of Transportation, and all local, state, county, and railroad law enforcement officers, first responders, and railroad corporations commit to partnering together in an effort to educate at a national level all aspects of railroad safety, to enforce applicable laws in support of National See Tracks? Think Train® Week;

THEREFORE, I, _____ (Name), _____ (Title), do hereby attest my full support proclaiming September 15 to 21, 2025, National See Tracks? Think Train® Week and I encourage all citizens to recognize the importance of rail safety education.

(City)



City of Nekoosa

Kallee D. Ferk, City Clerk
951 Market Street
Nekoosa, WI 54457

(715) 886-7877
(715) 886-7901—Fax
www.nekoosa.org



No. 13-2025

Resolution Amending the Citizen Participation Plan for the Community Development Block Grant (CDBG) Program

A RESOLUTION OF THE Common Council OF THE City Of Nekoosa,
Amending the Citizen Participation Plan for the
2025 Community Development Block Grant Public Facilities (CDBG-PF)

Related to the City of Nekoosa's participation in the Community Development Block Grant (CDBG) Program;

WHEREAS, The Common Council of the City of Nekoosa adopted a Citizen Participation Plan via resolution 2025-03-11-1 at their regular meeting on March 3, 2025; and

WHEREAS, the Citizen Participation Plan incorrectly listed the official newspaper for the City of Nekoosa

WHEREAS, publishing notifications in the adopted official newspaper of the City of Nekoosa allows for residents to be better informed about City business;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Nekoosa does hereby amend the Citizen Participation Plan for the 2025 Community Development Block Grant Program designating that the Wisconsin Rapids Tribune shall be the newspaper in which the official notice of hearings shall be published as a public notice.

ADOPTED on this 9th day of September, 2025.

The governing body of the City of Nekoosa has authorized the above resolution to amend the Citizen Participation Plan.

ATTEST:

Dan Carlson, Mayor

Kallee Ferk, City Clerk



August 21, 2025

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

Re: Agreement to Provide Professional Consulting Services
CDBG-Public Facilities (PF) Grant Administration
Fairview Lane, Nekoosa, WI

Dear Rick:

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide grant administration 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

The City of Nekoosa was awarded a \$956,151 CDBG Public Facilities (PF) Grant for the re-construction of street and utilities in the 100 block of Fairview Ln. The estimated cost for the CDBG project including construction, architectural/engineering services, grant administration and contingency is \$1,437,821.

II. SCOPE OF SERVICES

A. General

Consultant shall work with Client to provide CDBG Grant administration services for the above project. All work to be undertaken as part of this proposed program must be undertaken in accordance with the Federal Code of Federal Regulations, including but not limited to 24 CFR 85, 24 CFR 570 and 24 CFR 58; and other applicable State and federal requirements.

B. Specific Services Provided by Consultant to Applicant:

1. Assist the City of Nekoosa with finalization of the CDBG grant agreement and amendments, as applicable.
2. Coordinate citizen participation meeting, maintain and submit required records for citizen participation with the Client. Attend one public hearing during the implementation of the project.
3. Establish and maintain record keeping and file system as required by the CDBG program.

4. Complete the Environmental Review Record in accordance with the CDBG Implementation Manual. Services shall include preparation of the environmental documents, public notices and Request for Release of Funds.
5. Act as the Federal Labor Standards officer for the project. Duties shall include:
 - a) Obtain Federal Wage Rates,
 - b) Assembling Federal Wage Rate documents into bidding specifications,
 - c) Monitor wage determination changes and issue new wage decisions as needed during project bidding,
 - d) Complete and submit semi-annual labor standards compliance reports,
 - e) Monitor contractor payroll reports for compliance with Davis-Bacon requirements,
 - f) Interview contractor employees as required by Davis-Bacon Act,
 - g) Complete and submit the final Labor Standards Certification.
6. Assist with CDBG acquisition/relocation compliance as applicable.
7. Manage financial records and prepare financial management journals as required by the CDBG program. Prepare and submit CDBG requests for payment and related required documentation.
8. Assist the Client with setting up the grant account to receive CDBG disbursements. Prepare and submit requests for disbursement of funds. Coordinate payment of project invoices with other funding sources and document matching funds.
9. Assist with Equal Opportunity compliance as required by the CDBG program.
10. Assist with Fair Housing Actions required by the CDBG program.
11. Prepare and submit CDBG reporting documents including semi-annual reports, single audit statements, Section 3 Reports, Equal Opportunity/Minority Business Enterprise/Woman Business Enterprise (WBE/MBE) compliance reports, and Project Completion Report as outlined in the CDBG Contract.
12. Prepare and submit CDBG monitoring documents and respond to monitoring requirements.
13. Prepare and submit closeout reports and coordinate closeout of the CDBG Grant at the completion of the project.
14. Attend City Council meetings as necessary.
15. Comply with CDBG regulations and policies applicable to the project.

C. Specific Services Provided by the Consultant to City of Nekoosa:

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 creates a need for additional services beyond those required for a standard contract.

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.

D. Other Services Provided by the Consultant:

1. Coordination with the Client and DOA/DEHCR staff during the grant period.
2. Assist with providing supplemental documentation as requested by the DOA/DEHCR.

III. INFORMATION PROVIDED BY OTHERS

In order to complete our scope of services, the following information shall be provided by others:

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, performance requirements, flexibility, expandability, and any budgetary limitations; 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, investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Maintenance of files, including filing of documents in appropriate file folders.
- D. Services of the Client's attorney.
- E. Miscellaneous expenses incurred by the Client related to the implementation of the CDBG program. These expenses may include personnel training, travel, postage, office supplies, telephone, newspaper publication costs, and copies.

IV. SCHEDULE

The proposed project will be constructed during 2026-2027. The CDBG grant administration activities will be provided throughout the project implementation. Consultant will schedule the work activities to meet the project schedule.

V. SCHEDULE OF DELIVERABLES

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

- A. Environmental Review Record,
- B. Financial Journals & CDBG Disbursement Requests,
- C. Equal Opportunity Reports and Documentation,
- D. Federal Labor Standards Reports and Documentation,
- E. CDBG files,
- F. Semi-Annual Reports and Close-out Reports.

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 Scott Jennings, 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 Scott.

The Client designates Rick Schmidt as its 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 fee to provide the scope of services described herein is \$25,000.
- B.** This fee assumes 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.

VIII. EQUAL OPPORTUNITY / AFFIRMATIVE ACTION

Civil rights laws and related laws and regulations are designed to protect individuals from discrimination on the basis of race, national origin, religion, color, sex, age, disability, sexual orientation and familial status. The laws listed below apply to UGLGs/Grantees, contractors, sub-contractors, and subrecipients. The Department of Labor (DOL) provides employers, workers and others with clear and easy-to-access information and assistance on how to comply with executive Order 11246.

In connection with the performance of work under contract, Consultant agrees to comply with:

- A. FAIR HOUSING ACT**
Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental and financing of dwellings, and in other housing related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18) and disability.
- B. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**
Title VI provides that no person shall be excluded from participation, denied the benefits, or subjected to discrimination on the basis of race, color, familial status, or national origin under any program receiving federal financial assistance.
- C. SECTION 504 OF THE REHABILITATION ACT OF 1973**
Section 504 prohibits discrimination based on disability in any program or activity receiving federal financial assistance.

- D. **SECTION 109 OF TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**
Section 109 prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from the Department of Housing and Urban Development's (HUD) Community Development and Block Grant (CDBG) Program.
- E. **TITLE II OF THE AMERICANS WITH DISABILITIES ACT OF 1990**
Title II prohibits discrimination based on disability in programs, services, and activities provided or made available by public entities. HUD enforces Title II when it relates to state and local public housing, housing assistance and housing referrals.
- F. **ARCHITECTURAL BARRIERS ACT OF 1968**
The Architectural Barriers Act requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 must be accessible to and useable by persons with disabilities.
- G. **AGE DISCRIMINATION ACT OF 1975**
The Age Discrimination Act prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- H. **TITLE IX OF THE EDUCATION AMENDMENTS ACT OF 1972**
Title IX prohibits discrimination on the basis of sex in education programs or activities that receive federal financial assistance.
- I. **EXECUTIVE ORDER 11063**
Executive Order 11063 prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.
- J. **EXECUTIVE ORDER 11246**
Executive Order 11246, as amended, bars discrimination in federal employment because of race, color, religion, sex or national origin.
- K. **EXECUTIVE ORDER 12892**
Executive Order 12892, as amended, requires federal agencies to affirmatively further fair housing in their programs and activities, and provides that the Secretary of HUD will be responsible for coordinating the effort. The EO also establishes the President's Fair Housing Council, which is chaired by the Secretary of HUD.
- L. **EXECUTIVE ORDER 12898**
Executive Order 12898 requires that each federal agency conduct its program, policies, and activities that substantially affect human health or the environment in a manner that does not exclude persons based on race, color, or national origin.
- M. **EXECUTIVE ORDER 13166**
Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally assisted and federally conducted programs and activities.
- N. **EXECUTIVE ORDER 13217**
Executive Order 13217 requires federal agencies to evaluate their policies and programs to determine if any can be revised or modified to improve the availability of community-based living arrangements for persons with disabilities.

O. **Section 3 Regulations** (Housing and Urban Development (HUD) Section 3 website)

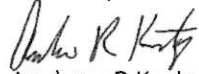
1. Section 3(b)(2) of the Housing Act of 1937,
2. Section 3 of the Housing and Urban Development Act of 1968,
3. 24 CFR 75 (11/30/2020).

IX. 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,



Andrew R Kurtz

Planning & Community Development Manager

Enclosure: General Terms and Conditions

AUTHORIZATION TO PROCEED

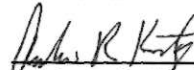
In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

Client

Rick Schmidt
City of Nekoosa
951 Market St
Nekoosa, WI 54457

Date

Consultant



Andrew R. Kurtz
Planning & Community Development Manager
Vierbicher Associates, Inc.
201 E. Main St., Suite 100
Reedsburg, Wisconsin 53959

August 21, 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 all 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, quantify, 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

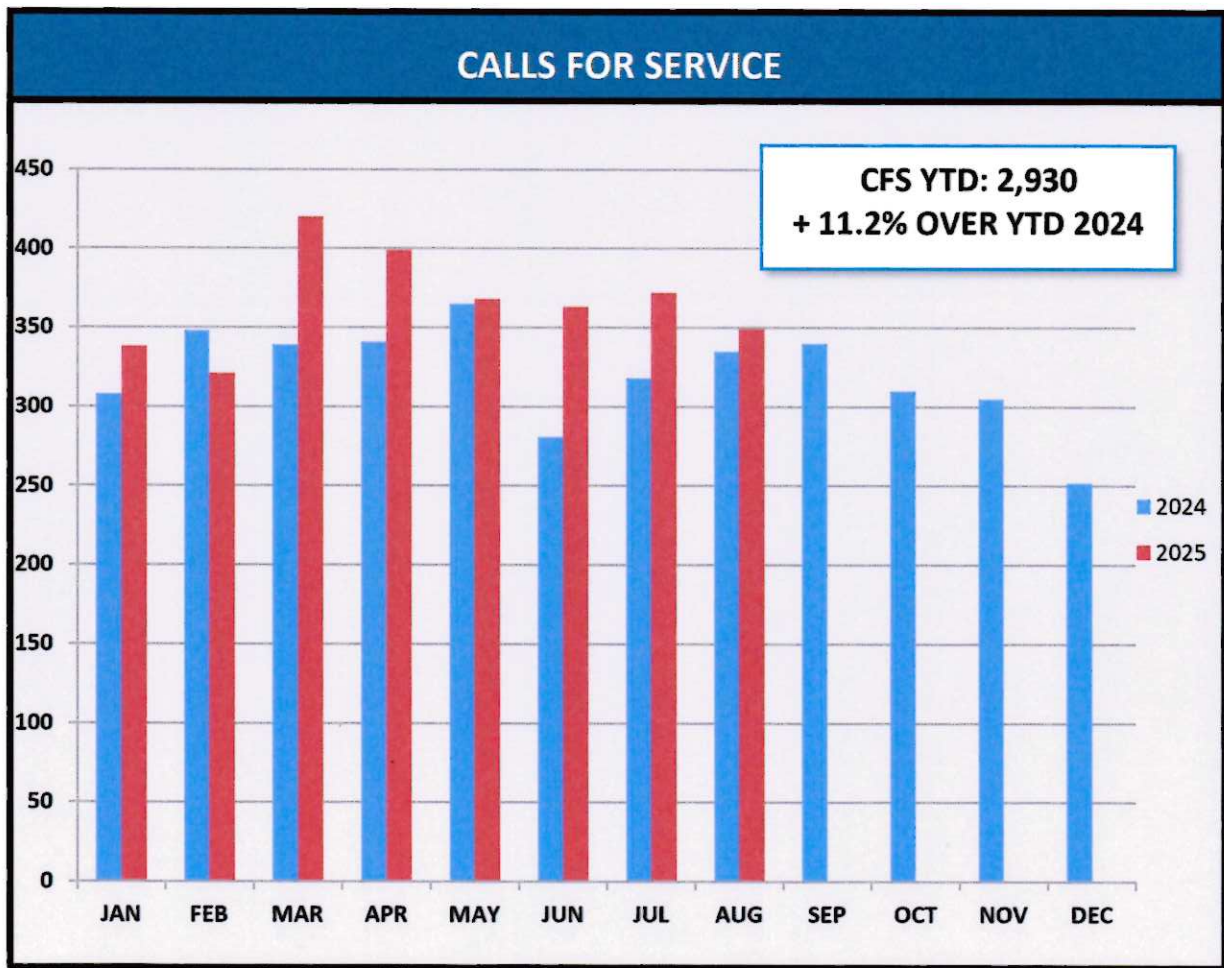
The person signing the accompanying agreement acknowledges that if the person is signing in a capacity other than individually, the execution and delivery of this document has been duly authorized and the member, owner, officer, partner or other representative who is executing this document have the 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.

NEKOOSA POLICE DEPARTMENT

Monthly Report August 2025



ACTIVITY	CURRENT MONTH
TRAFFIC CONTACTS	103
TRAFFIC CITATIONS	37
ORDINANCE CITATIONS	1
CRIMINAL OFFENSES	23
DRUG OFFENSES	15
TRAFFIC CRASHES	5
CALLS FOR SERVICE	349



CALLS FOR SERVICE

Alarms	6
All Other	10
Ambulance Call	4
Animal Complaint	2
Assist Citizen	7
Assist Motorist	1
Assist Other Agency	42
Civil Matter	4
Court	1
Criminal Damage	1
Disturbances	23
Escort	3
Extra Patrol	1
Follow Up	5
Lost & Found	4
Lost or Found Animals	1
Missing Person	2
Property Protection	85
Prowler/Suspicious	3
Subject/Vehicle	
Repo Documentation	2
Sexual Offense	1
Special Detail	2
Telephone Abuse	3
Theft	3
Traffic Accident	5
Traffic Stop	103
Traffic/Parking Complaint	11
Warrant Pick-up	1
Welfare Check	13
Total	349

ARRESTS & CITATIONS

174.042(1) DOG RUNNING AT LARGE	1
341.04(1) Non-Registration of Vehicle, Etc.	3
341.62 Display False Vehicle Registration Plate	1
342.05(4) Failure to Obtain Vehicle Title	1
343.05(3)(A) Operate without Valid License	5
343.44(1)(A) Operating While Suspended	5
343.44(1)(B) Operating While Revoked	1
344.62(1) Operating a motor vehicle w/o insurance	4
344.62(2) Operating motor vehicle w/o proof of insurance	4
346.57(4)(E) Speeding on City Highway	4
346.57(4)(F) Speeding in Outlying District	5
346.63(1)(A) Operating While under the Influence	1
346.63(1)(B) Operating with PAC	1
346.935(2) Possess Open Intoxicants in MV	1
347.413(1) Ignition Interlock Device Tampering/Failure to Install	1
943.01(1) Criminal Damage to Property	1
943.895(2)(a)4 Money Laundering-Unlawful Transaction	1
946.49(1)(B) Bail Jumping-Felony	1
947.01 DISORDERLY CONDUCT	1
947.01(1) Disorderly Conduct	2
961.41(1M)(E)2. POSSESS W/ INTENT-AMPHETAMINE	2
961.41(3G)(AM) Possession of Narcotic Drugs	2
961.41(3G)(D) Possess Amphetamine/LSD/Psilocin	2
961.41(3G)(E) Possession of THC	6
961.41(3G)(G) Possession of Methamphetamine	2
961.573(1) Possess Drug Paraphernalia	3
Total	61

ADDITIONAL INFO./ACTIVITY

- *Budget status: 66.6% of total expense budget*
- *Chief Woods represented area law enforcement in a meeting with Rep. VanOrden at MSTC to discuss funding for future public safety training expansion at MSTC.*
- *Chief Woods attended the quarterly Wood County Law Enforcement Executives meeting at WI Rapids PD.*
- *Chief Woods attended a ceremony in WI Rapids to recognize the initiative to stock epi-pens in all Wood County law enforcement vehicles.*
- *Chief Woods attended the WI Chief's of Police Association summer training conference and board of directors meeting in Green Bay.*
- *Officers participated in active shooter training at Nekoosa High School facilitated by Asst. Chief Kolo.*
- *Officers Berg and Otto attended basic SWAT training in Waukesha.*
- *All officers participated in Taser 10 certification and training.*

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

September 2025

Streets

- Summer help has returned to school and the public works staff is back to working a 5-day work week.
- As we head into September, we will be working with Pumpkin Fest for Riverside Park setup.
- Domtar donated \$2000 to the city a few months ago for tree purchases. We purchased 9 trees and expect delivery at the end of September. These will be planted in boulevards and Riverside Park.

Public Works Fleet

- We have sold the two old patrol trucks on the auction site and netted a little over \$20k on this sale.
- We have been having problems with the chipper starting all year. The focus has been on the fuel delivery system. Between replacing the fuel pump and other components we are hopeful our chipper is ready to go

for the fall.

Water Utility

- Hydrant painting is completed for this year. The painting contractor sand blasted and repainted 84 hydrants.
- As the water utility heads into the fall, we are still replacing water meters. This year we plan to replace 100 meters. We have replaced about 60 so far and plan to complete the rest over the next two months.

Sewer Utility

- The water and sewer utility are under contract with LW Allen to update the SCADA system for both utilities. We met on September 3 to go over how the new system is planned to operate. We have another meeting scheduled in Madison on September 16 to walk through how the computer system will operate and observe the components operate. On September 22, LW Allen will be on site to begin installing all the SCADA components. We will see new installations at the water and wastewater plants, water tower, 2 lift stations, and two wells. This is expected to take up to two weeks and includes training.

Director Updates

- Heart of Wisconsin COOL Teen leadership is scheduled for September 17. The students will be at the City of Nekoosa from 9:45 to 11:45. We plan to highlight the construction of the Fishing pier, public works operations at the municipal garage and wastewater and water operations at the WW plant.
- Wood County CEED committee will be conducting a tour of sites that

they have awarded grant monies too. They plan to be at the Freeman boat landing on September 12 at 8:30 am for a brief overview of our fishing pier project.

Training & Staff Activity

- Public Works staff will be attending a workshop at the Wausau public works garage on winter plowing and salting operations on October 3.



NEKOOSA FIRE DEPARTMENT

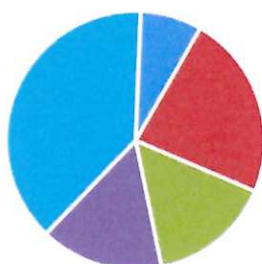
MIKE HARTJE
Chief

Monthly Report August 2025

Activities:

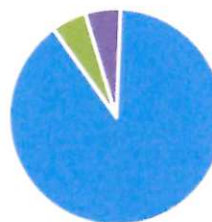
- 🔥 Fire training night (Project lifesaver)
- 🔥 Chief Hartje attended monthly committee meetings
- 🔥 Chief Hartje attended Town of Port Edwards board meeting
- 🔥 EMS training night (CPR refresher)
- 🔥 Chief Hartje attended Ways and Means and Common Council meetings
- 🔥 Fire meeting night
- 🔥 We participated in the Rendezvous in the park
- 🔥 We participated in the Nekoosa High School open house for or Cadet program

August Fire Calls



■ Nekoosa 1 ■ Saratoga 3
■ TOPE 2 ■ HO-Chunk 2
■ Auto/Mutual Aid 5

August EMS Calls



■ Nekoosa 17
■ Mutual Aid Saratoga 0
■ Mutual Aid TOPE 1
■ Mutual Aid Ho-Chunk 1

Type	Nekoosa	Saratoga	Township	Ho-Chunk	Mutual Aid	August Total	YTD Total
Fire	1	3	2	2	5	13	89
EMS	17	0	1	1	0	19	176
Totals							265

Director's Report

With Megan's departure, I have been covering her hours. Jodi Joslin was available to cover Megan's scheduled vacation hours which was wonderful. I have been covering Megan's hours, her cleaning days, and planned activities since mid-August.

Picked up lightbulbs from Crescent Electric so the lights in the portico could be replaced. We also got the floodlight post removed by Jeff McDonald.

I met with Jennifer and Kallee to discuss budget and line item improvements.

I met with the Wood County Librarians to discuss Summer Reading and also look for ways to work together for next summer, I am planning the summer reading program now so it's all done for next year. It was wonderful to sit down and brainstorm with other small librarians. We plan to meet bi-monthly, and I plan to extend the invitation to Nicole from the Rome library.

Jon from Spectrum visited the library and made suggestions to improve workplace safety, some of which I was able to correct immediately.

I attended the Nekoosa Council meetings on August 12 and September 2.

I held a "Town Hall" meeting on Monday, August 25 regarding the Circulation desk and had a decent turnout with thoughtful questions. I also submitted my interim report for the ALA grant. I spoke with Greg and the desk has been ordered. Staff from Vesper were here to take measurements of our desk in anticipation of the big change!

I interviewed the most qualified candidates that submitted applications within the required timeframe. I have two strong potential candidates.

September is Library Card Sign-Up month. I am including the Proclamation I sent to Kallee to be included at the next City Council meeting. I am also including a letter from State Librarian Ben Miller.

We have a wonderful display in the case from the Wittenberg Workers 4-H Club.

Bill from Mobil Lock stopped in and updated some of our security cameras.

SUMMER READING PROGRAM FINAL NUMBERS:

226 people were enrolled, and read a total of **100,288 minutes (1,671 ½ hours)**. We had a total of **1,391** people attend our programs. That is a huge increase over the 550 people from last year.

Our front door count is: 88,765 since Jan 2.

Our bathroom count is 2,907 since June

We have not yet received our August statistics regarding WIFI use, our last count was 56,551 for the time period of Jan 2 – July 31. I'm thinking our year end number will be in the mid 80k uses.

Nekoosa Area Community/Senior Center Scheduled Receivable Account												
Date	Event	Small/Large Conf/ Misc.	Main Hall	Kitchen	Security Deposit	Total Charge	Down Payment	Paid Balance	Amount Due			
Total Bookings 2010		\$190.00	\$300.00	\$50.00	\$200.00	\$765.00	\$565.00	\$200.00	\$0.00			
Total Bookings 2011		\$1,672.35	\$9,211.50	\$1,600.00	\$3,600.00	\$16,633.85	\$12,437.85	\$4,196.00	\$0.00			
Total Bookings 2012		\$3,853.00	\$12,287.00	\$2,560.00	\$4,383.50	\$23,933.50	\$18,023.50	\$5,910.00	\$0.00			
Total Bookings 2013		\$3,527.18	\$14,653.00	\$2,800.00	\$4,266.82	\$26,147.00	\$17,935.50	\$8,211.50	\$0.00			
Total Bookings 2014		\$2,939.00	\$11,180.00	\$2,000.00	\$3,620.00	\$20,289.00	\$14,846.00	\$5,443.00	\$0.00			
Total Bookings 2015		\$3,732.00	\$15,060.00	\$3,210.00	\$4,822.00	\$27,464.00	\$19,638.00	\$7,826.00	\$0.00			
Total Bookings 2016		\$3,003.77	\$9,965.00	\$2,300.00	\$2,350.00	\$17,618.77	\$12,638.77	\$4,980.00	\$0.00			
Total Bookings 2017		\$3,860.92	\$12,120.00	\$2,600.00	\$3,835.00	\$22,415.92	\$17,000.00	\$5,205.00	\$200.92			
Total Bookings 2018		\$2,560.00	\$9,690.00	\$4,759.50	\$2,490.00	\$19,499.50	\$16,249.50	\$3,250.00	\$0.00			
Total Bookings 2019		\$4,646.30	\$12,530.00	\$5,556.00	\$2,175.00	\$24,907.30	\$18,012.30	\$7,345.00	\$0.00			
Total Bookings 2022		\$3,280.00	\$16,850.00	\$2,000.00	\$2,000.00	\$24,230.00	\$6,050.00	\$17,980.00	\$0.00			
Total Bookings 2023		\$6,200.00	\$13,905.00	\$400.00	\$800.00	\$21,305.00	\$1,550.00	\$7,000.00	\$0.00			
Total Bookings 2024		\$4,075.00	\$12,250.00	\$800.00	\$200.00	\$17,325.00	\$2,950.00	\$4,750.00	\$0.00			
2025												
Date	Event	Small/Large Conf/ Misc.	Main Hall	Kitchen	Security Deposit	Total Charge	Down Payment	Paid Balance	Amount Due			
12/25-1/8/25	Jacoby Pool Tournament		\$800.00			\$800.00		\$800.00	\$0.00			
01/11/25	Smeldbron Family Christmas	\$100.00				\$100.00			\$0.00			
1/12/2025	Barker Celebration of Life		\$250.00			\$250.00			\$0.00			
1/17/2025	WTA Monthly Meeting	\$100.00				\$100.00		\$100.00	\$0.00			
1/18/2025	Bridal Shower					\$100.00		\$100.00	\$0.00			
1/25/2025	Fire Department	\$0.00				\$0.00			\$0.00			
1/30/2025	ADRC Meals					\$30.00			\$0.00			
2/1/2025	Be Mine Valentine		\$300.00	\$30.00		\$300.00			\$0.00			
2/8/2025	Fire Department					\$0.00			\$0.00			
2/13-15/2025	Wakley Winter Fest		\$300.00			\$300.00	\$150.00		\$0.00			
02/16/25	Olseon Party	\$50.00				\$50.00			\$0.00			
02/18/25	ELECTIONS					\$0.00			\$0.00			
2/18-2/19/2025	Domtar	\$200.00				\$200.00			\$0.00			
02/20/25	State of WI PSC LRTP Scoping Meeting		\$300.00			\$300.00			\$0.00			
02/23/25	CWSA School		\$0.00			\$0.00			\$0.00			
02/27/25	Chefs for Change-Family Center		\$300.00			\$300.00		\$300.00	\$0.00			
2/28/2025	ADRC Meals			\$30.00		\$30.00			\$0.00			
03/04/25	Glavinsured	\$100.00				\$100.00			\$0.00			
03/06/25	Early Childhood Nekoosa Schools		\$0.00			\$0.00			\$0.00			
03/08/25	Baby Shower-Berry		\$300.00			\$300.00		\$300.00	\$0.00			

Nekoosa Area Community/Senior Center Scheduled Receivable Account											
Date	Event	Small/Large Conf/ Misc.	Main Hall	Kitchen	Security Deposit	Total Charge	Down Payment	Paid Balance	Amount Due		
03/10/25	Domtar	\$100.00				\$100.00			\$0.00		
03/11/25	Domtar	\$100.00				\$100.00			\$0.00		
03/12/25	Domtar	\$100.00				\$100.00			\$0.00		
03/13/25	Domtar	\$100.00				\$100.00			\$0.00		
03/15/25	Party-Nennig	\$125.00				\$125.00		\$0.00	\$0.00		
03/18/25	Erco		\$300.00			\$300.00			\$0.00		
03/20/25	Erco		\$300.00			\$300.00			\$0.00		
03/21/25	Material Girls		\$100.00			\$100.00			\$0.00		
03/22/25	Material Girls		\$100.00			\$100.00			\$0.00		
03/30/25	ADRC Meals		\$100.00	\$30.00		\$30.00			\$0.00		
04/01/25	ELECTIONS										
04/05/25	Travis Carol-Anniversary		\$300.00			\$300.00			\$0.00		
04/08/25	Glavinsured	\$100.00				\$100.00			\$0.00		
04/10/25	Nekoosa Wrestling Banquet					\$0.00			\$0.00		
04/13/25	Schaurrette Party	\$100.00				\$100.00			\$0.00		
04/19/25	Easter Egg Hunt					\$0.00			\$0.00		
04/22/25	Football Sign Ups					\$0.00			\$0.00		
04/24/25	Football Sign Ups					\$0.00			\$0.00		
04/25/25	Party-Kayleah	\$150.00				\$150.00			\$0.00		
04/26/25	Vega Party	\$100.00				\$100.00			\$0.00		
04/27/25	Trudaue Party	\$100.00				\$100.00			\$0.00		
04/30/25	Football Sign Ups					\$0.00			\$0.00		
04/30/25	ADRC Meals			\$30.00		\$30.00			\$0.00		
05/03/25	lockman Baby Shower	\$100.00				\$100.00			\$0.00		
05/06/25	Charge Homeschool		\$300.00			\$300.00			\$0.00		
05/07/25	Glavinsured	\$100.00				\$100.00			\$0.00		
05/10/25	Bridal Shower-Dhein		\$150.00			\$150.00		\$150.00	\$0.00		
05/12/25	Domtar		\$300.00			\$300.00			\$0.00		
05/13/25	Domtar		\$300.00			\$300.00			\$0.00		
05/14/25	Domtar		\$300.00			\$300.00			\$0.00		
05/15/25	Domtar		\$300.00			\$300.00			\$0.00		
05/17/25	Droste Wedding		\$600.00	\$200.00	\$200.00	\$1,000.00	\$600.00		\$0.00		
05/22/25	Wood Co Hwy		\$100.00			\$100.00			\$0.00		
05/24/25	Ferk Wedding		\$600.00	\$200.00	\$200.00	\$1,000.00	\$600.00	\$400.00	\$0.00		
05/31/25	Freeman Celebration of life		\$250.00			\$250.00			\$0.00		
05/31/25	ADRC Meals			\$30.00		\$30.00			\$0.00		
06/07/25	Clark Graduation		\$300.00			\$300.00	\$150.00		\$0.00		
06/10/25	Glavinsured					\$100.00			\$0.00		
06/12/25	Nekoosa Library					\$0.00			\$0.00		
06/14/25	Khang Party	\$150.00	\$600.00	\$200.00	\$200.00	\$1,150.00	\$475.00	\$675.00	\$0.00		
06/20/25	Johns Graduation	\$100.00				\$100.00			\$0.00		
06/21/25	McGregor Graduation	\$150.00				\$150.00			\$0.00		
06/22/25	Wilcox Graduation		\$300.00			\$300.00			\$0.00		
06/27/25	Krcmar Graduation	\$150.00				\$150.00			\$0.00		
06/28/25	Bruhning Graduation		\$300.00			\$300.00			\$0.00		
06/29/25	Sacred Heart	\$0.00	\$300.00			\$300.00			\$0.00		
06/30/25	ADRC Meals			\$30.00		\$30.00			\$0.00		
07/05/25	Gonzales Party		\$300.00			\$300.00	\$160.00	\$140.00	\$0.00		
07/12/25	Pech Party	\$100.00				\$100.00		\$0.00	\$0.00		
07/13/25	Benson baby Shower	\$150.00				\$150.00			\$0.00		

