

# Village of Port Edwards

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## Agenda

### Village of Port Edwards Board Meeting

Tuesday, February 13, 2024

Marshall Buehler Center, 7:00 p.m.

Join Zoom Meeting: <https://us06web.zoom.us/j/86362502750?pwd=b6WaIJ9Sxr7JKbQW1O5yF9iWSoTclj.1>

Meeting ID: 863 6250 2750 Passcode: 103746

- 1) Call to order.
- 2) Roll call.
- 3) Pledge of Allegiance.
- 4) **MOTION** to Approve the Consent Agenda
  - a. Meeting minutes of January 9, 2024 Board meeting.
  - b. Monthly bills and previous month's journal entries.
- 5) Public comment.

*Public participation and comments are encouraged and valued. Each citizen that requests to speak shall give their full name for the record and this will be included in the minutes. Each meeting shall include a public comment section. The individual or group representative shall have 3 minutes to address the Board. Their comments can be answered directly by a Trustee if it is deemed appropriate.*
- 6) President's Report:
- 7) Commission/Committee Reports:
  - a. Airport Commission
    1. Review proceedings of the commission
  - b. Police and Fire Commission
    1. Review proceedings of the commission
  - c. Nepco Lake District
    1. Review proceedings of the district
  - d. Public Works Committee
    1. Committee Chairman's Comments
  - e. Public Safety Committee
    1. Committee Chairman's Comments
    2. **MOTION** to approve the Proposed Community Officer Program Agreement MOU.
  - f. Parks and Recreation Committee
    1. Committee Chairman's Comment
  - g. Planning, Legislative, Property & IT Committee
    1. Committee Chairman's Comments
    2. **MOTION** to approve the Mission Coffee Developments Agreement
    3. **MOTION** to approve Resolution 2024-1 for WEDC CDI Grant
    4. **MOTION** to authorize Village President and Interim Administrator to sign Mission Coffee letter of support
    5. Consideration of **MOTION** to convene into closed session pursuant to Wis. Stat §19.85(1)(e) Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session to wit "Ripple Creek Apartments"
    6. Consideration of **MOTION** to reconvene into open session
    7. Discussion and possible action on Ripple Creek Apartment offer to purchase
  - h. Finance and Human Resources Committee

1. Committee Chairman's Comments
  2. **MOTION** to approve the loan for purchase of an end loader.
- 8) Unfinished Business from previous meeting.
    - a. Floor is open to any Trustee to discuss any old topics with updates and committee or issue referral. *recommendations, NO Motions can be proposed.*
  - 9) New Business.
    - a. Floor is open to any Trustee to discuss any late breaking business or issues that need to be referred to a committee for discussion/action. *NO Motions can be proposed.*
  - 10) Report from Village Administrator.
  - 11) Report from Clerk/Treasurer.
  - 12) Trustee Comments.
  - 13) Committee meeting calendar.
  - 14) Call for Adjournment.

Betsy Mancl, Village President

The Village Board meeting was held at the Marshall Buehler Center and also set up as a conference call meeting and Zoom meeting.

The agenda for this meeting was posted on the Municipal Building door, the entrance of the Police Department/Marshall Buehler Center, and at Nekoosa Port Edwards State Bank in Port Edwards, as well as on the Village website.

The Village Board meeting was called to order by President Mancl at 7:00 p.m.

**Present:** President Mancl, Trustees Grunden, McGregor, Moore, Saylor & Zurfluh

**Absent:** Trustee Radtke (excused)

**Also Present:** J. Worden, S. Drew, S. Stewart (ZOOM), D. Gau (ZOOM), D. Tremmel

**Citizens:** Cary Smith, Tom Bartlett, Don Kitowski, Jim Anderson, Lee Fletcher, Matt Fletcher, Del Stewart, Paul Tranel, Tammi Evans (First Weber), Heather Westlund, Eric Hummel (ZOOM), Rick Hess (ZOOM)

**Motion** (Grunden/McGregor) to approve the Consent Agenda (meeting minutes from December 5, 2023 Board Meeting and to approve monthly bills and the journal entries for the previous month). Motion carried. All ayes.

**Public Comment:** Tom Bartlett would like the Board to hold off on approving the bylaws until the firefighters have an opportunity to approve them. He also asked the Board to support the Fire Chief and fire department and not hold them back.

Don Kitowski stated that he is resigning from the fire department. He stated that he hopes the Board recognizes the Fire Chief's hard work.

Jim Anderson acknowledged that the Police & Fire Commission reviewed the bylaws, but he feels the fire department should get a chance to vote on them. He also questioned why the bylaws were set up for the Village President's signature only and felt they should be signed by the Fire Chief, Secretary, Village President and Village Clerk. He also feels it is imperative for the promotions to be completed quickly so Chief Worden has some help with Lexipol. He stated that it should be the Chief's decision to determine who should be promoted, and he should not have to go to the Village Administrator for approval of everything he does.

Lee Fletcher was wondering if the \$7,000 donation from the Firefighter's Athletic Association was going to be returned. Clerk Tremmel stated the check will be ready after approval of the Board at tonight's meeting.

Matt Fletcher was concerned that the Assistant Chief position has not been filled yet and stated that you need to have rank at the scene of a fire.

Chief Worden stated that he needs people in the proper places. Now that Don Kitowski retired, he will be without a fire inspector and will need to do that himself.

Jim Anderson pointed out all the things the Chief needs to do and that he does need help. He pointed out that other municipalities have a full-time chief.

Tammi Evans from First Weber talked about the property at 1040 2<sup>nd</sup> Street. She stated that the owner was not able to list the property until last July and has received one offer well below the asking price. She feels the garage adds value to the lot and without the garage it would be more difficult to sell.

**President's Report:** **Motion** (Zurfluh/Saylor) to approve the Fire Contracts with Town of Port Edwards, Town of Seneca and Town of Cranmoor. Motion carried. All ayes.

**Airport Commission:** Review of minutes.

**Police and Fire Commission:** None.

**Nepco Lake District Update:** None.

**Public Works:** Review of minutes.

**Public Safety:** Review of minutes.

**Motion** (Grunden/McGregor) to approve the proposed Fire Department Bylaws. Motion carried 4-2 (No – Moore, Saylor). Before the vote, Trustee Saylor requested an extra month to allow the fire department to review. President Mancl thanked the Ad Hoc Committee for their work on the bylaws and agreed that the additional signatures noted by Jim Anderson should be added.

**Parks & Recreation:** Review of minutes.

**Planning, Legislative, Property & Information Technology:** Review of minutes.

**Finance & Human Resources:** Review of minutes.

Motion (Zurfluh/Grunden) to award the full-time employees a \$50 Chamber gift certificate as a safety award for only one lost time incident in the past 27 years. This is a budgeted item - \$600. Motion carried. All ayes.

Motion (Zurfluh/Grunden) to approve Length of Service Award (LOSA) payment for 2023 qualifying firefighters in the amount of \$300.91 per firefighter and the annual corresponding maintenance fee of \$1,060.00, for a total of \$4,971.83. (This will impact 13 firefighters.) This is a budgeted line item. Motion carried 4-0 (Abstain-Mancl, Saylor).

Motion (Grunden/McGregor) to approve the new Fire Department job descriptions as recommended by the Police & Fire Commission. Motion carried. All ayes.

Motion (McGregor/Grunden) to approve "Village of Port Edwards 2024 Salaries and Hourly Wages." Motion carried. All ayes. This is an attachment to the Labor Policy which gets updated each year.

**Unfinished Business:** Trustee Saylor stated he had an issue with people turning off their camera when attending by Zoom and with the trustees being on their cellphones during a meeting. He also felt disrespect was shown to the citizens when they were speaking and they should be given everyone's full attention. He also felt there was some unfairness regarding following the grievance process and questioned the excessive cost of an attorney regarding a complaint.

Trustee Grunden stated that trustees should not be making statements regarding personal issues, (out of context) when the Board cannot discuss in open meeting. Money spent was for an employment attorney at the recommendation of the Village Attorney and Board to protect the Village from liability and lawsuits. The conclusion was procedures need to be created for employment and promotion practices in the fire department to avoid liability.

President Mancl agreed that everyone should give the person speaking the full attention they deserve. There are also a lot of sideline conversations occurring during the meetings. She also noted that she does take notes when people are speaking so therefore is looking down to do so. She also pointed out that people, including herself, have offered to help out the fire department with various matters and is not sure what else is expected. Everyone needs to keep personal issues separate from Village business and do whatever they can to keep the Village moving forward.

**New Business:** None

**Village Administrator Report:** Administrator Gau stated that the Village has received the go ahead on a grant process for the turnout gear, which is due by the end of this month.

**Clerk-Treasurer Report:** None

**Communications:** None

**Trustee comments:** None

Meeting adjourned at 8:26 p.m.

Minutes taken by Diane M Tremmel, Village Clerk-Treasurer

**The following Village bills were approved for payment:**

Mid-State Technical College-Office – January settlement	39716.45
Port Edwards Schools-January settlement	466731.26
Wood County Treasurer-January settlement	271214.10
Abts Grubofski & Vruwink LLC-legal fees retainer	1000.00
Ace Hardware-tools & supplies	129.99
Advance Janitorial Service & Supply-monthly statement	218.93
Ag Source Coop Services-monthly statement (wastewater testing)	744.00
Alliant Energy-monthly statements	3591.83
Alora Shay-refundable shelter deposit	25.00
American Welding & Gas Inc-fire health & welfare	39.52
Amoco-monthly statement	913.96

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BGA LLC-monthly building inspection services	2000.00
Cintas Corp-monthly statement	372.03
City of Wisconsin Rapids-half of yearly ambulance services	21700.00
Connor Tiggerus-refund for tax overpayment	40.61
Diversified Benefit Services Inc-health insurance deductible reimbursement	240.32
Diversified Benefit Services Inc-health insurance deductible reimbursement	108.54
Duane Gau Municipal Services-administrator services	2062.50
Gary & Ruth Larsen-refund for tax overpayment	15.98
Heart of Wisconsin Chamber of Commerce-annual membership dues	435.00
Heart of Wisconsin Chamber of Commerce-safety awards/gift certificates	600.00
Heather Sairs-refundable shelter deposit	25.00
Karen Thiel-election training	26.00
League of Wis. Municipalities-annual dues	886.04
Lexipol LLC-grant writing services	2500.00
Lonn Radtke-unused sick leave health insurance reimbursement	295.48
Municipal Property Insurance Company-annual premium	27290.00
Napa Auto Parts/Nekoosa-street machinery	32.97
North Central Chiefs of Police Association-annual dues	25.00
Patrick & Lisa LaBarge-refund for tax overpayment	2583.47
Port Edwards Firefighters Athletic Association-return of donation to FD	7000.00
Port Edwards Water Utility-quarterly bills	2369.07
Port Edwards Water Utility-10% penalty to tax bills	137.39
Port Edwards Water Utility-clear utility bills added to tax bills	1373.64
Praxis Consulting-court clerk annual maintenance	1100.00
Solarus-monthly statement	1260.84
Sonia Hanneman-refundable shelter deposit	25.00
Spectrum Insurance Group LLC-annual premium	65292.00
State of Wisconsin-December court report	51.60
Tractor Supply Credit Plan-tools & supplies	82.91
Vandewalle & Associates-monthly statement	2647.50
VFIS/Glatfelter Specialty Benefits-firefighters service award annual payment	4971.83
Wis. Chiefs of Police Association-annual dues	150.00
Wis. Dept. of Administration/Milw-web site hosting (2 mos)	130.00
Wis Municipal Clerks Assoc-annual membership dues	65.00
Wis. Municipal Court Clerks Assoc-annual dues	45.00
Wisconsin Police Leadership Foundation-conference registration (Drew)	275.00
Wood County IT Dept-support, Veeam renewal; Watchguard; Printer for PD	2857.61
Wood County Fire Chief's Assoc-annual dues; IAR subscription	363.00
Wood County Treasurer-December jail assessment	20.00
Workhorse Software Services Inc-annual support	4050.00
Abts Grubofski & Vruwink LLC-4 <sup>th</sup> quarter additional legal fees	2890.00
Aflac-monthly statement	217.78
Airgas USA LLC-tools & supplies	169.87
Alliant Energy-additional monthly statements	3141.79
Amazon-tools & supplies	668.38
BGA LLC-February building inspection expense	2000.00
Complete Office of Wisconsin-misc office supplies	383.45
Core & Main LP-maintenance of mains	1036.99
Current Technologies-maintenance of pumping plant	125.00
Delta Dental of Wisconsin-monthly statement	1483.22
Diggers Hotline Inc-maintenance of mains	75.20
Diversified Benefit Services-health insurance deductible reimbursement	864.65
Diversified Benefit Services-January health reimbursement	216.26
Insight FS-small equipment	90.05
Lori & Friends Catering LLC-45 steak dinners for January fire dept meeting	854.55
Marco Technologies LLC-copier monthly contract	41.77
Mark Brandt-work related safety gear	100.00
Matthew Passineau-tax overpayment refund	97.08

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Mid-State Technical College Office-PILT distribution	51.19
Nekoosa Port Edwards State Bank-January direct deposit fee	50.00
Port Edwards Schools-PILT distribution	601.47
Principal Life Insurance Company-monthly premium	55.80
Quest LLC-roads & streets c.o. (TIF)	964.50
Quill LLC-misc office supplies	103.44
Security Health Plan-monthly statement (2 months)	59899.20
Superior Chemical LLC-parks	58.73
USA Blue Book-maintenance of pumping plant	1670.70
Vandewalle & Associates-monthly statement	1722.50
Verizon Wireless-monthly statement	386.90
We Energies-monthly statement	2265.47
WM Corporate Services Inc-monthly statement	10873.01
Wood County Treasurer-PILT distribution	349.51
Wyatt Kaehn-tax overpayment refund	1523.19
Airgas USA LLC-tools & supplies	129.86
Brooks Tractor Inc-street machinery	474.74
Current Technologies-maint of wastewater equipment	174.67
Diversified Benefit Services Inc-health insurance deductible reimbursement	6.81
Diversified Benefit Services Inc-health insurance deductible reimbursement	1271.92
Doorworks Incorporated-municipal garage	1014.50
H&H Industries Inc-tools & supplies	142.45
James Leiser-unused sick leave health insurance reimbursement	183.08
Nassco Inc-misc shop/office supplies	1278.86
The Dirks Group LLC-Microsoft 365 (January)	36.30
USA Blue Book-chemicals for water utility	2796.15
Western Wis. Waterworks Professionals-meeting fees (2)	50.00
Wis. Dept. of Administration/Milw-monthly web site hosting	65.00
Wis. Municipal Judges Assoc-2024 dues	100.00

**Wages & Salaries – January wages****65952.80****The following Water Utility Bills were approved for payment:**

Ag Source Coop Services-water utility testing	131.00
Alliant Energy-monthly statement	2462.51
Badger Meter Inc-December cell service; Beacon host	17.06
David Gibbs-refund from overpayment of utility bill	178.63
Mailboxes & Parcel Depot-testing	14.39
Precision Grading & Utilities Inc-replace valve-water main break	2191.00
WI State Lab of Hygiene-testing	28.00

**Building Permits:****Electrical Permits & HVAC Permits:**

Current Technologies Inc/Dave &amp; Janine Osterbrink-electrical service upgrade from 100 amp to 200 amp

**Plumbing Permits:**

Tri-City Services/Carol Dean-furnace replacement

**Excavation Permits:** None**Zoning Permits:** None



**ALEXANDER FIELD**  
**SOUTH WOOD COUNTY AIRPORT**  
MUNICIPALLY OWNED

**MEETING MINUTES**

**AIRPORT COMMISSIONERS:**

Shane Blaser, Mayor  
Jason Warren, Supervisor  
Joseph Zurfluh, Trustee  
Brad Hamilton, President

**MUNICIPALITIES:**

City of Wisconsin Rapids  
Town of Grand Rapids  
Village of Port Edwards  
City of Nekoosa

1/4/24

The South Wood County Airport Commission met on Thursday January 4, 2024, at 8:00 AM at the South Wood County Airport, Alexander Field. Members present were Shane Blaser, Brad Hamilton, Jason Warren, and Joe Zurfluh. Also in attendance were Randy Gustafson, Bill Menzel, Dennis Polach, Paul Tranal, Stephen Brown, Arne Nystrom, Karl Kemper, Bill Clendenning, Mike Guillemot, Jeff Christensen, Ryan Falch, Tom Davis, Hunter Geishart, and Jeremy Sickler.

**1. Call to order:** Chairman Blaser called the meeting to order at 8:03 AM.

**2. Approval of previous month's minutes (12-7-23):**

Motion by Commissioner Hamilton, 2nd by Commissioner Warren to approve the minutes as presented. Motion carried.

**3. Airport Manager's Report:**

Airport Manager Sickler presented the monthly report and updated the Commission on the progress of the ongoing and future projects. Jeremy Roberts from MSA provided a brief update on the obstruction removal project including speculation that the BOA is pursuing eminent domain on some of the parcels.

Sickler reported that the fuel sales and activity in December were above historical monthly performances and final annual 2023 figures were favorable.

Ryan Falch from SEH provided the Commission with an update on the status of the Master Plan project. Falch highlighted the preferences brought to his attention to this from previous discussions and meetings.

Motion by Commissioner Hamilton, 2nd by Commissioner Zurfluh to approve the Airport Managers Report. Motion carried.

**4. New Business**

a. Discuss and consider action regarding Commission owned hangar security: Sickler proposed security locks and surveillance in the Commission owned hangars to eliminate opportunities for detrimental occurrences in those facilities. Discussion ensued regarding the frequency and severity of observed activities, preferences of renters, and type and level of security, signage, and access. Sickler presented costs for security locks. The Commission requested quotes on electronic access security locks and surveillance. No action taken.

**5. Review of Financial Statements**

Sickler presented the financial statements for the month of December 2023. Discussion ensued. Motion by Commissioner Hamilton, second by Commissioner Blaser to approve the financial statements as presented. Motion carried.

**6. Future agenda items:**

Sealcoating and striping the parking lot, hangar security.

**7. Public Comment**

Comments were received regarding list of contact information for hangar owners to WC Dispatch, viewing areas and shelters, Sand Valley events, hangar numbering signage, and NOTAM notification for local pilots.

**8. Correspondence received:** None

**9. Set next meeting date:**

Thursday February 1, 2023 at 8:00 AM.

**10. Adjourn:**

Motion made by Commissioner Hamilton, 2<sup>nd</sup> by Commissioner Blaser to adjourn at 8:56 AM. Motion carried.

*Minutes prepared by Jeremy Sickler, Respectfully reviewed and submitted, Chairman Blaser*



## **Minutes of the Port Edwards Police and Fire Commission**

Regular Meeting – Monday, January 15, 2024 – 5 p.m. @ Buehler Center

Present: Commissioners Thomasgard, Blum, Weiland, Stewart (via ZOOM) and Schaffer (via phone). Also present were Fire Chief Worden and Police Chief Drew and the following citizens: Del Stewart, Jim Anderson, Cary Smith and Lee Fletcher. Matt Fletcher appeared via ZOOM

Meeting was called to order at 5 p.m. by Vice President Blum. Jim Anderson inquired about possible appointment to the PFC. There was no other public comment. Motion by Blum, second by Weiland to approve the minutes of the December 11<sup>th</sup> PFC meeting. All in favor.

VP Blum reported that the Village Board had approved the proposed changes to the FD job descriptions and Bylaws proposed by the Ad Hoc committee to bring training requirements into line with actual practice and state requirements. Chief Worden reported that Erik Saylor and Tim Leverance had retired from active service on the PEFD effective Jan. 1<sup>st</sup> 2024. He also reported that Don Kitowski had resigned effective March 15, 2024. He is currently the Fire Inspector and Dept. Secretary. Chief Drew reported that the Legacy Foundation grant supporting the hiring of a 4<sup>th</sup> full time police officer is progressing and a MOU is currently being reviewed by the Village attorney.

Motion by Thomasgard, second by Weiland to go into closed session pursuant to WI Statute Sec 19.85 (1)(c) at 5:13 p.m. All in favor. (Commissioner Schaffer arrived in person @ 5:55 p.m.) Motion to return to open session @ 6:35 p.m. Motion by Thomasgard, second by Weiland. All in favor. Following the closed session, the PFC took the following actions:

- A) Motion by Weiland, second by Thomasgard to reject the application of the recently interviewed FD candidate. All in favor.
- B) Motion by Weiland, second by Thomasgard to promote PEFD Lieutenant Cary Smith to Captain and Firefighter Jeff Ably to Lieutenant. All in favor.

The next meeting of the PEPFC will be on Monday, March 4<sup>th</sup> at 5 p.m. @ the Buehler Center. Motion by Schaffer, second by Weiland to adjourn at 6:39 p.m. All in favor.

Leo Thomasgard, PEPFC Secretary

VILLAGE OF PORT EDWARDS  
Port Edwards, Wisconsin

COMMITTEE: Public Safety

DATE: February 6, 2024

TO: BETSY MANCL

cc: JOSEPH ZURFLUH  
DAILY TRIBUNE  
WFHR/WGLX  
JASON WORDEN

ERIK SAYLOR  
CALEB MCGREGOR  
LONN RADTKE  
SCOTT DREW

JEN MOORE  
TIARA GRUNDEN  
NICK ABTS

Purpose of Meeting: **Regular Monthly Meeting**

Attendance: C. McGregor, J. Moore, T. Grunden, B. Mancl and Interim Administrator Duane Gau  
Citizens: Sandy Robinson and Cary Smith

**Subjects Discussed, Action Taken, and Board Action Required:**

1. ***Call to order:*** Meeting called to order at 5:03 p.m.
2. ***Roll Call:*** Present as noted above. The Police Chief and Fire Chief were absent.
3. ***Approve the Agenda:*** **MOTION** (Grunden/Moore) to approve the consent agenda. Motion carried. All ayes.
4. ***Approve the previous month's minutes:*** **MOTION** (Moore/Grunden/) to approve the previous month's minutes, January 2, 2024. Motion carried. All ayes.
5. ***Committee Chairman's comments:*** None
6. ***Public comments on agenda items:*** None
7. ***Fire Department – General Update:***
  - It was a busy January with 23 calls; 8 fire calls and 15 EMS calls. Ben Martinson fixed the fuel leak on the rescue truck. Don Kitowski resigned effective in March. Ice rescue was cancelled. The fire department did equipment inventory. Vehicles are in working order. A light is burnt out on the brush truck. The five year plan is included. Engine three replacement is part of the plan. The goal is to purchase in 2027.
  - ***Status of the turn out gear grant application:*** Duane wanted to mention that Chief Worden put a lot of work to the grant process to pull on the necessary information. This has been turned over to the grant writers based on the information pulled. The grant needs to be done in the first part of March. If the grant is approved, the Village will need to match \$5,000.00. The fire department is looking to replace 20 turn out gear as they are in need of replacement due to wear and tear.
  - ***Status of Officer promotion process:*** Chief Worden has worked to update the officer promotion process. He has provided questions and streamlined the process.

8. ***Police Department – General Update:*** The department has purchased a handheld metal detector in order to help with searches. Two more will be purchased. The MOU was updated. Squads were serviced as needed. No known problems.
9. ***Old business:*** Discussion and possible motion on the Community Resource Office MOU. Interim Administrator Gau spoke on the MOU. He explained the lawyer reviewed the MOU. Attorney Abts has since reviewed the document and given his approval. **MOTION** (Grunden/Moore) to move the MOU to the Village Board Meeting for approval. Motion approved. All ayes.
10. ***New business:*** Working with Chief Worden on the PIP. This will be brought to FHR for review.
11. ***Correspondence received:*** None.
12. ***Future Agenda Items:*** Street dance, grant updates
13. ***Next meeting date:*** Tuesday, March 5, 2024, at 5 pm.
14. ***Adjourn:*** 5:44 pm.

Minutes taken by – Jen Moore  
Caleb McGregor – Chairman

## **Community Officer Program Agreement**

The purpose of this document is to establish a Community Resource Officer Program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve, have shared understanding of the goals of the Community Officer Program.

The parties agree that an effective Community Resource Officer Program defines the role of the Community Resource Officer (CRO): within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; information sharing; Community Resource Officer training requirements; program assessment; and program structure;

The Community Resource Officer shall receive necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

The signatories agree to the following:

Role of the Community Resource Officer within the Context of the Educational Mission of the School.

- I. The mission of the Community Resource Officer program is to improve school safety and the educational climate at the schools.
- II. Community Resource Officers are responsible for dealing with criminal law issues, not to enforce school discipline or punish students. CROs will not be involved in school discipline unless the issue rises to the level of a criminal issue.
- III. The CRO shall meet with building-level school administrators, teachers, parents, and student representatives at least annually to discuss issues of school safety.
- IV. The CRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
- V. The CRO shall maintain activity reports and submit summaries of these reports to the Chief of Police. The summaries shall include, for each CRO, the numbers and descriptions of all incidents or calls for service; names of school officials involved (referring to teachers, principals, etc.); student searches; student questioning; tickets, citations, or summonses; filing of delinquency petitions; referrals to a probation officer; actual arrests, and other referrals to the juvenile justice system. Such activity reports shall be prepared on a monthly basis and there shall be a yearly general review. The Chief of Police will provide the summaries to the Village Board and school administration.
- VI. Absent a real and immediate threat to student, teacher, or school safety and absent the situations described herein where formal law enforcement intervention is deemed appropriate by law enforcement, building-level school administrators shall have final authority in the building.

- VII. Discipline issues absent a real and immediate threat to student, teacher, or public safety, incidents involving public order offenses including: disturbance/disruption of school or public assembly; loitering; profanity; and fighting that does not involve physical injury or weapon shall be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention (e.g., issuance of criminal citation, ticket, summon, or filing delinquency petition).
- VIII. In the event an CRO assists school staff in the use of Physical Restraint or Seclusion as defined in Section 118.305(1)(g) and (l) Wis. Stats., the CRO shall report such actions to the Principal or his/her designee in order to ensure compliance with Section 118.305(4) Wis. Stats.
- IX. Students shall not be taken into custody at school, except where a child poses a real and immediate threat to student, teacher, or public safety or pursuant to a warrant.
- a. School principals shall be consulted prior to a student being taken into custody where practicable as determined by the CRO.
  - b. The student's parent or guardian shall be notified of a child being taken into custody as soon as practicable as determined by the CRO.

### **Information Sharing**

- X. The school district designates the CRO a "school official" as provided in the Federal Educational Rights and Privacy Act (FERPA) 20 U.S.C. 1232g, and 118.125(2)(d) of the Wisconsin Statutes. A CRO may be provided access to student records information maintained by the school district only as needed by the CRO to perform his or her duties as CRO. A CRO may also be granted access of student records information in the event of an emergency threatening the health or safety of a student or other individual. The CRO may only re-disclose student records information consistent with FERPA and Wisconsin pupil records law.
- XI. Records created and maintained by the CRO for the purpose of ensuring the safety and security of persons or property in the school, district, or for the enforcement of local, state, or federal laws or ordinances shall not be considered student records—even when such records may serve the dual purpose of enforcing school rules – and are not subject to the same prohibitions of access or disclosure by the CRO. (This provision does not prohibit school personnel from complying with the notice and reporting requirements of seclusion or restraint of a student by the CRO as specified in 118.305(4) of the Wisconsin State Statutes.)

### **Community Resource Officer Training Requirements**

- XII. The CRO shall receive such training as is necessary to permit the CRO to effectively advance the school's educational mission in the context of his or her duties as CRO. Training topics, goals, and objectives shall be determined jointly by representatives of the school and the law enforcement agency.

Training topics to consider may include: school values and mission; child and adolescent development; cultural competency; positive behavioral supports;

strategies, and interventions; federal and state anti-discrimination and special education laws; the provisions of Wisconsin law pertaining to the use of seclusion and restraint by school personnel; trauma informed practices; de-escalation techniques; compulsory attendance; suicide prevention; and school mental health

### **Program Assessment**

- XIII. The Community Resource Officer Program will be assessed annually, and the evaluation will be conducted jointly between the Village of Port Edwards Police Department and Port Edwards Public Schools. The following areas will be used to evaluate the program:
- a. Success of established goals and objectives.
  - b. Police-citizen contacts (citations, arrests, community and school outreach activities, etc.)
  - c. Community feedback.
  - d. Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the principal.

### **Structure and Funding for Community Resource Officer Program**

- XIV. The program will be funded by the Village of Port Edwards to compensate the CRO in their duties. The Port Edwards School District shall contribute to and reimburse the Village of Port Edwards for all wages and benefits for the actual hours the CRO works for the school District during the term of this agreement. For the 2023 - 2024 school year, that rate will commence at \$62.50 per hour but will be subject to adjustment based on actual changes to officer compensation by the Village of Port Edwards during the term of this agreement. The Port Edwards School District shall reimburse the Village of Port Edwards up to a maximum of 1040 hours during the school year at the applicable compensation rate. The Village of Port Edwards will be responsible for invoicing the Port Edwards School District on a quarterly basis; the Port Edwards School District shall make payments upon receipt of the invoice.
- XV. The CRO shall be present on school premises for approximately 25 hours per week for each week school is in session during the term of this agreement.
- XVI. The CRO shall be responsible to the Village of Port Edwards and the Chief of Police. The CRO will maintain consistent and professional communication, when necessary, as determined by the CRO regarding school matters with the appropriate School Administrator(s).



### **Duration**

- XVII Memorandum of understanding shall become effective immediately upon execution by signature and remain effective until June 30, 2025, whereupon it must be reviewed annually by all signatories or their successors.
- XVIII A signatory may ruminant this memorandum of understanding by serving written notice to all other signatories at least thirty (30) days in advance of such termination. A termination by a signatory shall eliminate the presence of Community Resource Officers at the Port Edwards School District.

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James Bena, Superintendent  
Port Edwards School District

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Betsy Mancl, Village Board President  
Village of Port Edwards

# VILLAGE OF PORT EDWARDS

Port Edwards, Wisconsin

COMMITTEE: Parks & Recreation

DATE: January 24, 2024

TO: BETSY MANCL

cc: JOSEPH ZURFLUH

JEN MOORE

TIARA GRUNDEN

SCOTT DREW

CALEB MCGREGOR

ERIK SAYLOR

DAILY TRIBUNE

WFHR/WGLX

NICK ABTS

JASON WORDEN

DIANE TREMMEL

LONN RADTKE

**Purpose of Meeting:** Regular Monthly Meeting

**Attendance:** J. Zurfluh, B. Mancl, E. Saylor, J. Moore and Public Works Supervisor B. Martinson

**Absent:** None

**Citizens:** None

**Subjects Discussed, Action Taken & Board Action Required:**

- 1) *Call to order:* Meeting called to order at 5:00 p.m.
- 2) *Declaration of a quorum.*
- 3) *MOTION* (Zurfluh/Saylor) to approve the consent agenda and minutes of the December 27, 2023 meeting. Motion carried. All ayes.
- 4) *Public comments on agenda items:* No public comments.
- 5) *Committee Chairperson's comments:* None.
- 6) *Committee Comments:* None.
- 7) *Director of Public Works Report:* The skating pond will not open this year due to the weather conditions. All is well in the parks. The Parks Department is doing winter cleaning.
- 8) **Discussion on Music in the Park events for 2024:** Review of 2023 events. Cost per Music in the Park event is \$250.00. Martinson provided tentative dates for 2024 park events. He suggests holding Music in the Park twice per summer instead of three times as other events

such as the Fireman's Dance are also available to the public during the summer. All trustees voiced agreement.

- 9) Old Business:** Martinson talked with Mobile Lock and provided a quote for cameras at the parks. They would be recording cameras as there is no wifi currently at the parks. The cameras record for 30 days. Cameras, 2 per park, would be outside of the buildings to help protect the outside equipment at Ripple and Edwards Alexander parks.

**10) New Business:** None.

**11) Correspondence received.** None.

**12) Agenda items for next meeting.** Camera update with budget numbers.

**13) Next meeting date:** Wednesday, February 28, 2024 at 5 pm.

**14) Adjourn:** Adjourned at 5:08 p.m.

Joseph Zurfluh – Chairman  
Minutes taken by Jen Moore

VILLAGE OF PORT EDWARDS  
Port Edwards, Wisconsin

COMMITTEE: Planning,  
Legislative, Property,  
Information Technology

DATE: February 6, 2024

TO: BETSY MANCL

cc: JOSEPH ZURFLUH  
DAILY TRIBUNE  
WFHR/WGLX  
JASON WORDEN

ERIK SAYLOR  
CALEB MCGREGOR  
SCOTT DREW  
LONN RADTKE

JEN MOORE  
TIARA GRUNDEN  
NICK ABTS

Purpose of Meeting: **Regular Monthly Meeting**

Attendance: T. Grunden, C. McGregor, J. Moore, and B. Mancl  
Citizens:

**Subjects Discussed, Action Taken, and Board Action Required:**

1. ***Call to order:*** Meeting called to order by Grunden at 6:00 p.m.
2. ***Roll Call:*** All Present.
3. ***Approve the Agenda:*** **MOTION** (Grunden/Moore) to approve the agenda. All ayes.
4. ***Approve the minutes of previous month's meeting:*** **MOTION** (McGregor/Grunden) to approve minutes of the January 2, 2024 meeting. All ayes.
5. ***Public comments on agenda items:*** None
6. ***Committee Chairman's comments:*** None
7. ***Discussion regarding status of Mission Coffee:*** **MOTION** (Grunden/McGregor) to move the development agreement to the Board subject to Mission Coffee providing the documentation. All ayes. **MOTION** (Grunden/Moore) to support moving the resolution for the WEDC CDI grant contingent on the acceptance of the Mission Coffee development agreement. Resolution #2024-1. All ayes. **MOTION** (Grunden/McGregor) to authorize the Village President and Interim Administrator to sign the letter of support. All ayes.

8. *Consideration of Motion to convene into closed session:* **MOTION** (Grunden/McGregor) to enter into closed session. Roll call vote. All ayes.
9. *Consideration of Motion to reconvene into Open Session:* **MOTION** (Moore/Grunden) to come out of closed session. All ayes.
10. *Discussion and possible motion from closed session:* No action taken.
11. *Discuss old business:* None.
12. *Discuss new business:* None.
13. *Correspondence received:* None
14. *Future Agenda Items:* None.
15. *Next meeting date:* March 5, 2024 @6:00 pm.
16. *Adjourn:* Adjourned at 7:06 pm.

Tiara Grunden – Chairman

**DEVELOPMENT AGREEMENT**

**BETWEEN**

**VILLAGE OF PORT EDWARDS, WISCONSIN**

**AND**

**BEHIND THE CURTAIN, LLC  
DBA MISSION COFFEE**

*Behind the Curtain, LLC  
DBA Mission Coffee  
830 11th Street South  
Wisconsin Rapids, WI 54494*

*February 13, 2024*



**DEVELOPMENT AGREEMENT  
FOR**

*Sale, loan agreement & grant located at 140 Market Avenue, Port Edwards, Wisconsin*

**Village of Port Edwards, Wood County, Wisconsin**

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is entered into as of February \_\_, 2024, by and among the Village of Port Edwards, a Wisconsin Municipal Corporation, (the “Village”), Behind the Curtain, LLC. DBA Mission Coffee, a Wisconsin Limited Liability Corporation (herein jointly and severally described as “Developer”).

**WITNESSETH:**

WHEREAS, The Village owns three parcels (parcel numbers 26711, 26712 and 26713) located at 140 Market Avenue, Port Edwards, Wisconsin, and as described further in Exhibit A attached hereto (collectively, the “Property”) and

WHEREAS, Developer wishes to purchase the Property and remodel approximately 4,000 square feet of existing building with said remodeling and existing areas consisting generally of a coffee shop and a boutique retail section, and storage spaces as well as improvements to the building exterior, parking, and landscaping (the “Project”); and

WHEREAS, in 2018, the Village amended Tax Incremental Finance District No. 2 (the “TIF District”) to permit expenditures within one-half mile of the district boundary, including the Property; and

WHEREAS, the Developer will spend a minimum of \$172,891 in rehabilitation/construction costs in remodeling the Project plus an additional \$107,180 on a variety of related business start-up costs; and

WHEREAS, as an inducement for Developer to develop the Project on the Property, the Village has agreed to provide Developer with an economic development incentive TIF grant of \$5,000, a write down of the sale price of the Property to \$75,000, a TIF loan of \$50,000, and an application for a state grant for \$86,000 on the terms and conditions more fully described herein; and

WHEREAS, the Village finds that the sale of the Property and remodeling of the Project and fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the Village and its residents by expanding the tax base and expanding a local business and jobs thereby serving public purposes in accordance with state and local law and consistent with the Village’s adopted Project Plan, as amended, for the TIF District (the “TID Plan”); and

WHEREAS, Developer has represented to the Village and the Village finds and determines that but for the Village’s willingness to consider financial assistance to Developer, the Project would not take place in the Village and the Village would not accomplish some of the objectives of the TID Plan; and

WHEREAS, the Village is authorized to enter into contracts necessary and convenient to implement the purpose of the TIF District, including the ability to provide grants for the purpose of inducing development in furtherance of the TID Plan as provided in Wis. Stat. Section 66.1105(2)(f)2.d.; and

WHEREAS, the individuals signing below for the Developer warrant that they have full power and authority to execute this Agreement on behalf of their respective entities, and to bind the entity to the Agreement; and

WHEREAS, the development of the Property as contemplated by this Agreement is necessary and desirable to serve the interests of the Village and its residents by expanding the tax base of the Village and creating jobs, all consistent with the purpose of a Tax Incremental Finance District under Wis. Stat. Section 66.1105 (the “Act”).

### **NOW, THEREFORE**

In consideration of the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and the Village hereby mutually agree:

#### **I. PROJECT DESCRIPTION**

Upon the receipt of all necessary governmental approvals, the Developer shall:

- a. Complete the Project consistent with the preliminary plan attached hereto as Exhibit B. The Project generally includes; remodel approximately 4,000 square feet of existing building with said remodeling and existing areas consisting generally of a coffee shop and a boutique retail section, and storage spaces as well as improvements to the building exterior, parking, and landscaping.
- b. The estimated cost for Developer to rehabilitate/start-up costs for the Project is Three Hundred Twenty-Seven Thousand Twenty-One and No/100 Dollars (\$327,021.00) in addition to the purchase cost of the land and building of Seventy-Five Thousand and No/100 Dollars (\$75,000.00) for a total Developer investment (the “Developer’s Project Cost”) of Four Hundred and Two Thousand and Twenty-One and No/100 Dollars ((\$402,021.00). The parties acknowledge and agree that the Property had an equalized assessed value, as of January 1, 2023, of Zero and No/100 Dollars (\$0.00). The Project is expected to increase the existing taxable value of real property of the Property by approximately Three Hundred and Thirty Thousand and No/100 Dollars (\$330,000).

#### **II. ECONOMIC DEVELOPMENT INCENTIVE**

- a. In order to induce Developer to undertake the Project as necessary to attract a new business and employer with approximately 6-8 part-time staff; and to assist with certain eligible Project costs, the Village agrees to provide an economic development incentive for the Project in the form of a grant with funds provided by the Wisconsin Economic

Development Corporation (WEDC) and/or the Village through the TIF District with the following terms and conditions:

- b. The total amount of assistance shall be \$141,000.00 (the “Project Grant”) to assist with the Eligible Costs of the Project. The Village intends to apply for funding through WEDC’s Community Development Investment (CDI) program. This amount is based on the \$86,000.00 expected to be awarded by WEDC, a grant of \$5,000.00 from the TIF District. The expected remaining balance of the Project Grant shall be in the form of a TIF District loan for \$50,000.00, to be paid back without interest in annual installments of ten percent (10%) of the initial loan balance (equal to \$5,000.00) due on January 1 of each year from 2025 through 2029 with a final payment of the remaining outstanding balance of \$25,000 due on January 1, 2029, provided that Developer may make additional payments in increments of \$1,000 at any time until January 1, 2029, without penalty. The TIF District grant and TIF District loan from the Village shall collectively be referred to as the “Village Share.”
- c. The Village Share shall be utilized strictly for eligible project costs (as defined in Wis. Stat. Section 66.1105(2)(f)) in furtherance of the development of the TID Plan, as incurred by Developer.
- d. Following completion of the Project, Developer shall have fifteen (15) days to request payment of the Village Share. Developer shall submit to the Village Clerk within those fifteen (15) days all invoices, receipts, and other documentation as necessary to verify the actual full cost of the Project (Total Cost) and the expenses associated with each of the Eligible Costs. The Project completion date (the “Completion Date”) shall be the date on which the Village Zoning Administrator verifies that a certificate of completion/certificate of occupancy for the Project has been issued by the Wisconsin Department of Safety and Professional Services and been completed in accordance with all applicable Village laws and regulations and the terms of this Agreement.
- e. The Village Share shall consist of a single lump sum payment to Developer upon completion of the Project. Within fifteen (15) days of receipt of request for payment and all required documentation supporting the request, the Village Clerk shall verify actual expenses incurred by the Developer.
- f. The Village Share shall be a project cost of the TIF District.
- g. Funds from the CDI program will be provided in accordance with Article III, hereof.

### **III. WEDC GRANT**

- a. The Village hereby acknowledges that it has applied for \$86,000 in funds from the WEDC CDI grant program (the “CDI Application”) expressly for the purpose of ensuring financial feasibility and timely completion of the Project. Developer hereby

acknowledges that all information concerning the Project contained in the CDI Application was supplied by Developer and is a fair and accurate description of Developer's intentions for the Project. All costs associated with making the CDI Application shall be borne by the Village.

- b. In the event WEDC awards funds in any amount for the Project, the Village intends to enter into a grant contract (the "CDI Contract") with WEDC as may be required by WEDC for receipt of the funds. Prior to execution, the CDI Contract will be shared with Developer for review for consistency with Developer's representation of the Project as contained in the CDI Application.
  1. In the event the Project as described in the CDI Contract is consistent with the description of the Project as contained in the CDI Application, Developer hereby consents to the Village executing the CDI Contract. Developer also hereby consents to working in good faith to ensure the Project is designed and constructed in accordance with the CDI Contract and to maintain and make available all records and complete all forms and documents and provide the same to the Village in a timely manner, all as may be required by the CDI Contract.
- c. In the event the Village and WEDC enter into a CDI Contract, the Village hereby agrees to work in good faith with Developer to satisfy all reporting, auditing, disbursement requests, close out, and related grant administration activities as may be required of the Village in the CDI Contract with the following conditions:
  1. Developer shall be solely responsible for ensuring all aspects of the Project design and construction, including the Project's timely completion, meet the terms and conditions of the CDI Contract; provided, however the Village shall not unreasonably delay or withhold the issuance of any plan approvals, permits, or inspections related to the Project, nor shall the Village impose additional requirements upon the Project after the initial plan approval is given unless such requirements are strictly required by Wisconsin Statute or Village ordinance, or affect the life and safety of the occupants of the Project.
  2. Developer shall be solely responsible for obtaining, organizing and submitting all invoices, receipts and other documentation and completing all forms as necessary to verify the actual Total Cost and the expenses associated with each of the Eligible Costs and their timely submittal to the Village as necessary to receive reimbursement per the terms of the CDI Contract.
  3. Developer shall be solely responsible for all costs associated with any audits that may be required by the CDI Contract.
  4. Developer agrees to limit disbursement requests under the CDI Contract to a single request following completion of the Project.



5. Developer agrees to provide all documentation and information required for the Village to complete any required reports or reimbursement requests pursuant to its obligations under this Agreement, including specific requirements under the CDI Contract and associated auditing and/or reporting procedures.
- d. The Village shall release to Developer all funds received from WEDC per the terms of the CDI Contract within ten (10) business days after the Village's receipt of such funds from WEDC.

#### IV. SALE OF PROPERTY.

The Village shall convey the Property to Developer subject to the following terms.

- a. Within thirty (30) days of execution of this Agreement, Developer shall provide written evidence of the following (the "Pre-closing Obligations") to the Village as a precursor to the closing on the sale of the Property (the "Closing") by the Village to Developer:
  1. Proof of financing for the entire Developer's Project Cost, excluding the cost of the Property, in the form of a Letter of Commitment from a financial institution. The Letter of Commitment must set forth the amount of funds that have been committed and confirm the date by which said funds will be available to Developer to commence construction. In addition, Developer shall produce to Village evidence of cash on hand so that the total of the Letter of Commitment funds and cash on hand equal or exceed the Developer's Project Cost, exclusive of the cost of the Property.
  2. Any and all required building permits from the Village and the State of Wisconsin for the full construction of the Project as described in Exhibit C.
- b. Provided that Developer has completed Developer's Pre-closing Obligations as set forth in sub-section a., above, or the Village has waived those obligations, the Village hereby agrees to sell to Developer, and Developer agrees to purchase from the Village, the Property for the sum of Seventy-Five Thousand and No/100 Dollars (\$75,000.00) in the form of a land contract (the "Land Contract") with terms substantially similar to those contained in the Purchase and Sale Agreement attached hereto as Exhibit D. The conveyance shall be by way of Warranty Deed, free and clear of all liens and encumbrances except municipal and zoning ordinances and agreements entered under them, legal highways, easements, restrictions and covenants of record, and such other matters as may be approved, or objections thereto waived, by Developer.
  1. Payment terms on the Land Contact shall be as described in the Purchase and Sale attached as Exhibit D, but generally shall be made without interest beginning with \$0.00 due at Closing and then in annual installments of ten percent (10%) of the sale price (equal to \$7,500.00) due on January 1 of each year from 2025 through 2029 with a final payment of the remaining outstanding balance of \$37,500 due on January

1, 2029, provided that Developer may make additional payments in increments of \$1,000 at any time until January 1, 2029, without penalty.

- c. Closing on the Property shall take place no more than thirty (30) calendar days following the date Developer completes Developer's Preclosing Obligations as set forth in sub-section a., above, and notifies the Village of same. Village and Developer shall mutually agree to a date and time for Closing within that thirty (30) day time period. The Closing shall take place at [REDACTED] (the "Title Company"), or at such other place as may be agreed to by the parties in writing.
- d. Costs of title insurance, real estate transfer fees, closing fees, and all other ordinary and customary amounts incurred in connection with the Closing shall be paid by the parties in accordance with customary practice in Wood County, Wisconsin.
- e. The Village shall give evidence of title to the Property to Developer in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by the Title Company. For purposes of closing, title evidence shall be acceptable if the commitment for the required title insurance is delivered to Developer within ten (10) days of the parties selecting a closing date, showing title to the Property as of a date no more than ten (10) days before delivery of such title evidence to be merchantable, subject only to liens which will be paid out of the proceeds of Closing, the title conditions listed in sub-section b., above, and standard title insurance requirements and exceptions, as appropriate. Developer shall have five (5) business days from receipt of the title commitment to object to any title matters disclosed therein. Failure to object to any such item disclosed in the commitment within said five (5) business day period shall constitute Developer's approval of same.
- f. Village sells, and Developer purchases, the Property "As is, where is," with Village providing no warranties of any kind or nature, except the aforementioned warranty regarding title.
- g. Developer may not sell the Property prior to the Project Completion Date. Moreover, if Developer sells or transfers the Property to any individual or entity other than one owned by the same shareholders as Developer within five (5) years of the date of Closing, then Developer shall pay to Village the lesser of the sale price or the sum of \$122,000. This sale or transfer shall require prior Village written approval and shall also require that the buyer or transferee acknowledge and agree to accept and be bound by all terms of this Agreement.

## **V. DEVELOPER REPRESENTATIONS**

Developer represents, warrants, and covenants with the Village that:

- a. Developer has the power and authority to enter into this transaction, to execute, deliver and perform this Agreement, to execute and deliver each and every instrument and otherwise to consummate the transaction herein contemplated. Neither the execution, delivery nor performance of this Agreement by Developer will result in the breach of any



contract, covenant or agreement, or order, judgement, or decree by which Developer is bound or affected.

- b. The individuals signing on behalf of Developer are duly authorized, in the capacity indicated in the signature blocks forming a part of this Agreement, to sign this Agreement on behalf of their respective entity, and such signatures are sufficient to bind Developer hereto. The individuals so signing make the same representation in their individual capacities.
- c. Developer shall comply with all federal, state, and local laws with respect to the Project, including but not limited to laws governing building and construction, the environment, nondiscrimination, and employment and contracting practices, to the extent they are applicable.
- d. That Developer is aware that this Agreement contemplates the payment to it of project costs under Wis. Stats. Section 66.1105(2)(f), and that, pursuant to the Act, Developer is required to notify the Wisconsin Department of Workforce Development and the local workforce development board established under 29 USC 2832 of any positions to be filled by Developer in Wood County during the period commencing with the date Developer first performs work on the Project and ending one year after receipt of its final payment of Eligible Costs by the Village. Developer shall fully comply with these requirements and indemnify and hold the Village harmless against any claims arising from a failure to do so.
- e. That neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement are prevented, limited by or conflicts with or results in the breach of the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

## **VI. DEVELOPER OBLIGATIONS**

Developer covenants and agrees that it shall:

- a. Spend a minimum of \$327,021 constructing the Project and a minimum of \$170,000 on the Eligible Costs.
- b. Begin the Project no later than thirty (30) days after Closing on the Property and complete the Project no later than 180 days after beginning work on the Project, subject to extension by Force Majeure delays as defined herein.
- c. Maintain records and make them available to the Village and WEDC concerning Developer's actual expenses for the entire Project and Eligible Costs.
- d. Work in good faith in assisting the Village with preparing an application for, and administering if awarded, funds from the WEDC CDI program to assist with the Project

and to provide documents, assurances and guarantees as may be required by the Village and/or WEDC for the Project to be eligible for receipt of CDI funds.

- e. Maintain Mission Coffee operations at the Property (the “Operations”), which include retail sales of prepared food and beverages for consumption on and off the Property, and not terminate the operations in whole or in part or relocate any component of the operations to a place of business other than the Property.
  - 1. Nothing herein shall preclude Mission Coffee, its heirs, or successors from conducting similar operations at locations other than the Property provided that all Operations shall continue to be performed at the Property.
  - 2. In the event Mission Coffee, its heirs, or successors terminates or relocates Operations from the Property within seven (7) years of the Project Completion Date, Developer shall repay to the Village one hundred percent (100%) of the Village Share of the Project Grant. In addition, the Village shall have the right, exercisable within sixty (60) days of receipt of written notice or one hundred eighty (180) days of actual notice of such termination or relocation, whichever is earlier, to purchase the property at the equalized value specified in Section I.b. of this Agreement or the total amount paid on the Purchase and Sale Agreement executed concurrently with this Agreement and attached as Exhibit D hereto.
- f. Not contest an assessment of the total land and improvement value of the Property that is equal to or less than Four Hundred Thousand and No/100 Dollars (\$400,000.00)
- g. Not seek tax exempt status for any portion of the Property or to convey any portion of the Property to an entity that would result in the Property qualifying for tax exempt status without the prior approval of the Village per the provisions of sub-section l., below.
- h. Keep records of all project-related expenses and make such records available to the Village for inspection upon reasonable notice.
- i. Maintain, at its sole expense, adequate insurance against loss or damage occasioned by fire, extended coverage perils (to specifically include coverage for wind, storm and similar natural disaster), and hazards as the Village may reasonably require for the term of this Agreement. All insurance policies obtained to satisfy this requirement shall include a provision that they shall not be terminated, amended, or canceled without at least thirty (30) days prior written notice to the Village. In the event that any portion of the Project is substantially damaged or destroyed by fire, wind, storm, mold or bacteria, or any other cause during the term of this Agreement, Developer shall rebuild or repair the damaged or destroyed portions of the Project promptly to attain the assessed value of the Property for property tax purposes as most recently determined prior to the damage or destruction. Developer shall provide the Village with a certificate of insurance from its insurance carrier evidencing the required coverage not later than sixty (60) days after the initial effective date thereof and upon each renewal. Such adequate policies of insurance shall include a policy of a) commercial general liability insurance with limits not less than \$1,000,000 and \$2,000,000 in the aggregate; b) builder’s risk insurance in amount

to cover the full replacement of the improvements on the Property, including the Project; commercial property insurance insuring the full replacement costs of the Property, including personal property; and worker's compensation coverage as mandated by Wisconsin law.

- j. To continually maintain the Property in compliance with all applicable federal, state, and local laws, rules, and regulations.
- k. To pay in full, or subject to sub-section f., above, timely contest by appropriate action, all taxes levied on the real and personal property of the Property, all utility bills, and any and all other customary charges levied by the Village at the time such obligations are due. Failure to pay or contest said taxes in a timely manner shall constitute an event of default as provided under Article VIII, hereof.
- l. In the event that any revenue producing portion of the Property becomes exempt from ad valorem taxes without the consent of the Village during the statutory life of the TID District plus ten (10) years thereafter (the "PILOT Term"), the owner of such exempt portion of the Property shall make (or cause to be made) annual payments in lieu of taxes ("PILOT") in amounts equal to what the ad valorem property taxes would have been for such portion of the Property (as determined by the Village assessor, subject to the owner's right to contest such determination) had it not been exempt. The notice of such assessment shall be given in the same manner and time frame as if the exempt portion of the Property was not exempt. Such PILOT shall be due and payable at the same time and in the same manner as the ad valorem taxes would have been due and payable for such year. If the then-owner fails to make a PILOT when due, the Village may, in addition to all other remedies available to it, levy a special assessment against the exempt portion of the Property owned by such owner in the amount of the unpaid payments, provided any recoveries are limited to the PILOT amount then due. Notwithstanding the levying of such special assessment, this obligation shall be the personal obligation of the then-owner of the exempt portion of the Property. The covenant contained in this Article shall be deemed to be a covenant running with the land and shall be binding upon the then-owners of any portion of the Property for the duration of the PILOT Term. The Village is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce same against all of the then-owners of an exempt portion of the property. The covenants and obligations set forth in this Article may be embodied in a separate document and recorded against the Property with the Wood County Register of Deeds.

## **VII. WRITTEN NOTICES**

Any notice required or permitted hereunder shall be in writing, signed by the party giving the notice, and shall be deemed given when:

- a. Hand delivered to the party to whom the notice is addressed, or
- b. Mailed by certified mail, return receipt requested, United States mail, postage prepaid, or

- c. Delivered by overnight courier delivery service (e.g., Federal Express, UPS, etc.), and addressed to the party at the address shown below, or
- d. Delivered by email to the email address indicated, provided confirmation of receipt of any sent email is received.

To Village: Village Clerk-Treasurer and Interim Administrator  
Diane Tremmel and Duane Gau  
201 Market Ave. P.O. Box 10  
Port Edwards WI. 54469  
Email: diane.tremmel@portedwardswi.gov  
Email: villageadmin@portedwardswi.gov

With a copy to: Village Attorney  
Wisconsin Rapids Office:  
321 Market Street  
PO Box 1386  
Wisconsin Rapids, WI 54495-1386  
Email: Nicholas Nick@agv-law.com

To Developer: Behind the Curtain, LLC DBA Mission Coffee.  
Attn: Jen Oswald  
830 11th Street South  
Wisconsin Rapids, WI 54494  
Email: missionrapids@gmail.com

With a copy to: Developer Attorney  
Attn:  
Email:

#### **VIII. EFFECTIVE PERIOD, DEFAULT, TERMINATION, AND INDEMNITY**

- a. This Agreement shall be effective immediately upon execution by both parties and remain in effect for a period of ten (10) years from the Project Completion Date.
- b. Any one or more of the following events constitutes an event of default ("Event of Default"):
  - 1. A party to this Agreement fails to perform any material obligation owing by such party under this Agreement within ten (10) days after receipt of written notice thereof from the other party; or
  - 2. Any foreclosure action is filed against the Property while under the ownership of Developer, any petition is filed by or against a party to declare a party bankrupt or a



debtor under any insolvency law or to delay, reduce, or modify a party's debts or obligations, or a party is declared insolvent according to law, or any assignment of a party's property is made for the benefit of creditors, or a trustee or receiver is appointed for a party or its property, provided, however, that none of the foregoing shall constitute an Event of Default if the party reasonably contests the action by appropriate proceedings.

- c. Notice of the occurrence of an Event of Default by a party shall be given to the other party in the manner specified in Article VII, hereof.
- d. Either party shall have the right to cure an Event of Default arising under sub-section b., above, within thirty (30) days of its occurrence (or, if the act necessary to cure such Event of Default does not involve the payment of money and cannot reasonably be cured within such thirty day period, if the defaulting party fails to commence such act within the thirty day period and thereafter promptly, effectively and continuously proceed with such act, subject to the Force Majeure provisions of Article IX, hereof).
- e. Upon the failure of a party to cure an Event of Default, the other party may at its sole option exercise any and all remedies available at law or in equity first to compel specific performance by the defaulting party of its obligations hereunder, or if appropriate, to recover damages incurred by the party seeking to pursue its remedies hereunder including, without limitation, all costs, taxes, filing fees, witness expense and reasonable attorneys' fees and disbursements. In addition, the Village may, at its option, pursue any or all of the following additional remedies:
  - 1. Strict foreclosure of the Property, which the Developer hereby agrees may be secured by the Village with a second position mortgage.
  - 2. Full and immediate repayment of all loans incurred by the Village in the course of its direct compliance with this Agreement, including any liability for the CDI Contract.
- a. No failure or delay by a party to insist on specific performance of any term of this Agreement or to exercise any right, power, or remedy upon a breach of this Agreement shall constitute a waiver of such term or such breach.
- b. Each right, power, and remedy of a party provided for under this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for under this Agreement. The exercise or beginning of the exercise by a party of any one or more of the rights, powers, or remedies provided for under this Agreement shall not preclude the concurrent or later exercise by a party of any or all such other rights, powers, or remedies.
- c. The Developer hereby agrees to and shall at all times indemnify and hold harmless the Village, and its Board, directors, officers, employees, agents, and contractors (collectively, the "Indemnitees") against all: (i) claims, demands, liabilities, actions, and prosecutions which may be asserted, made or brought against the Indemnitees, or any of

them, and; (ii) losses, costs, damages, and expenses, including reasonable attorney expenses and disbursements, which may be suffered, incurred, or sustained by the Indemnitees, or any of them, to the extent caused or contributed to by any breach of this Agreement by the Developer or any lien filed by any contractor or agent undertaking work or supplying services or materials for the Project; provided in no event shall a party be liable to the Indemnitees for any consequential or incidental damages, damages resulting from loss of profits or income, loss of use or property, or other indirect damages.

- d. If any party is required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party in the litigation, arbitration, or mediation shall be entitled to collect its costs, including reasonable attorneys' fees and expert witness fees from the losing party (or parties). If the court, arbitrator, or mediator awards relief to all parties, each will bear its own costs.
- e. The Village is a governmental entity entitled to governmental immunity under law, including Wis. Stat. § 893.80. Nothing contained in this Agreement shall waive the rights and defenses to which the Village may be entitled under law, including all of the immunities, limitations, and defenses under Wis. Stat. §893.80, or any subsequent amendments thereof.
- f. THE VILLAGE HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY (OTHER THAN TITLE) OF ANY KIND OR NATURE WITH RESPECT TO THE PROPERTY, THE PROJECT OR THE WORK PERFORMED OR TO BE PERFORMED WITH RESPECT THERETO, THE SUITABILITY OF THE PROPERTY FOR THE DEVELOPER IMPROVEMENTS OR FOR ANY OTHER PURPOSE OR USE OR ANY OTHER ASPECT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES AS TO THE CONDITION OF THE PROPERTY, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WHATSOEVER SHALL THE VILLAGE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SIMILAR DAMAGES, WHETHER FOR LOST PROFITS, LOST REVENUES, OR OTHERWISE, REGARDLESS OF WHETHER THE PARTIES MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME. ANY OBLIGATION OR LIABILITY WHATSOEVER OF VILLAGE WHICH MAY ARISE AT ANY TIME UNDER THIS AGREEMENT OR ANY OBLIGATION OR LIABILITY WHICH MAY BE INCURRED BY VILLAGE PURSUANT TO ANY OTHER INSTRUMENT, TRANSACTION, OR UNDERTAKING CONTEMPLATED HEREBY SHALL NOT BE PERSONALLY BINDING UPON, NOR SHALL RESORT FOR THE ENFORCEMENT THEREOF BE HAD AS TO THE ASSETS OR PROPERTY OF, VILLAGE'S ELECTED OR NONELECTED OFFICIALS, BOARD MEMBERS, EMPLOYEES, OR AGENTS, REGARDLESS OF WHETHER SUCH OBLIGATION OR LIABILITY IS IN THE NATURE OF CONTRACT, TORT, OR OTHERWISE.



## **IX. TIME, FORCE MAJEURE**

Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargos, acts caused directly or indirectly by the other party (or the party's agents, employees, or invitees), or similar causes beyond the reasonable control of such party ("Force Majeure"). If one of the foregoing events shall occur or any party shall claim that such an event shall have occurred, the other party shall investigate same and consult with the other and the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided, however, that failure of performance was reasonably caused by such Force Majeure.

## **X. GENERAL PROVISIONS**

- a. Recitations. The representations and recitations set forth in the recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph, subject to all of the terms and conditions in the balance of this Agreement.
- b. Binding Effect/Assignment. The obligations of Developer and the Village under this Agreement shall be binding on their respective successors and assigns. Developer may not assign its benefits or obligations under this Agreement without the express prior written approval of the Village, and any unapproved assignment is void. Developer may, in its discretion, require that any subsequent owner of all of part of the Property assume all of part of Developer's obligations under this Agreement. No such assumption, however, and no act by the Village, shall release Developer from any obligation or liability under this Agreement, unless the Village expressly agrees in writing to release Developer, which consent shall not be unreasonably withheld, conditioned or delayed. The Village shall have the sole discretion to release or not release Developer from the obligations and liabilities under this Agreement.
- c. Amendments/Modifications. This Agreement may be amended or modified only by a written amendment approved and executed by the parties hereto.
- d. Entire Agreement. This written Agreement and the exhibits hereto shall constitute the entire agreement between the parties hereto as of the date hereof.
- e. Governing Law and Venue. This Agreement shall be construed in accordance with the internal laws of the State of Wisconsin, without regard to principles of conflicts of law. Personal jurisdiction and venue for any civil action commenced by any party arising out

of this Agreement shall be deemed to be proper only if such action is commenced in circuit court for Wood County unless it is determined that such court lacks jurisdiction. Developer hereby consents to personal jurisdiction in Wood County. Developer also expressly waives the right to bring such action in, or to remove such action to, any other court whether state or federal, unless it is determined that the circuit court for Wood County lacks jurisdiction.

- f. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the invalid part, term, or provision was never part of the Agreement.
- g. Counterparts. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.
- h. Compliance with Applicable Laws. Development of and construction and operations of the Project and Property shall be in compliance with all applicable laws, ordinances, and regulations relating to same.
- i. No Vested Rights Granted. Except as provided by law, or as expressly provided in the Agreement, no vested rights to develop the Project shall inure to Developer by virtue of this Agreement. Nor does the Village warrant that Developer is entitled to any other approvals required for the construction of the Project as a result of this Agreement.
- j. Construction of Agreement. Each party participated fully in the drafting of each and every part of this Agreement. This Agreement shall not be construed strictly in favor of or against either party. It shall be construed simply and fairly to each party.
- k. No Partnership. This Agreement specifically does not create any partnership or joint venture between the parties hereto or render any party liable for any of the debts or obligations of any other party.
- l. Section Captions. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.
- m. Immunity. Nothing contained in this Agreement constitutes a waiver of the Village's sovereign immunity under applicable law.
- n. No Private Right or Cause of Action. Nothing in this Agreement shall be interpreted or construed to create any private right or a private cause of action by or on behalf of any person not a party hereto.
- o. Compliance with Laws. Developer shall comply with all federal, state, and local laws with respect to the Project, including but not limited to laws governing building and

construction, the environment, nondiscrimination, and employment and contracting practices, to the extent they are applicable.

- p. Recording. The Village may record a copy of this Agreement, or a memorandum thereof, in the Wood County Register of Deeds Office. All costs of recording shall be paid by Village.

[Signatures on Following Page]

**IN WITNESS WHEREOF**, the parties hereto have set their hands as of the date first set forth above.

WITNESS:

VILLAGE OF PORT EDWARDS  
A municipal corporation

\_\_\_\_\_

By: \_\_\_\_\_  
Betsy Mancl, Village "President

\_\_\_\_\_

By: \_\_\_\_\_  
Diane Tremmel, City Clerk-Treasurer

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_

WITNESS:

Behind the Curtain, LLC DBA Mission Coffee

\_\_\_\_\_

By: \_\_\_\_\_  
Jennifer Oswald, President

## **EXHIBIT A**

### **Property Legal Description**

Tax Identification Number: - 2700210

VILLAGE OF PORT EDWARDS 1ST ADD TOWNSITE OF PORT EDWARDS THE E15' OF LOT 8 BLK 17

Tax Identification Number: – 2700209

VILLAGE OF PORT EDWARDS 1ST ADD TOWNSITE OF PORT EDWARDS THE E25' OF W45' OF LOT 8 BLK 17

Tax Identification Number: – 2700208

VILLAGE OF PORT EDWARDS 1ST ADD TOWNSITE OF PORT EDWARDS THE ELY 40' OF LOT 7 & WLY 20'  
LOT 8 BLK 17

**EXHIBIT B**

**Preliminary Project Plans**



**EXHIBIT C**

**Eligible Costs**

**VILLAGE BOARD RESOLUTION NO. 2024-1**  
**VILLAGE OF PORT EDWARDS,**  
**WOOD COUNTY, WI**

**RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE  
WISCONSIN ECONOMIC DEVELOPMENT CORPORATION FOR A COMMUNITY  
DEVELOPMENT INVESTMENT PROGRAM GRANT**

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF PORT EDWARDS, WOOD COUNTY, WISCONSIN, A MUNICIPAL CORPORATION:

**WHEREAS**, The Village of Port Edwards owns three parcels (parcel numbers 2700208, 2700209 and 2700210) located at 140 Market Avenue; Port Edwards, Wisconsin, and;

**WHEREAS**, Mission Coffee has entered into a detailed, long-term development agreement concerning the roles and responsibilities of each Party with respect to the Project's implementation and use of the CDI Grant and TID funds to purchase and remodel approximately 4,000 square feet of the existing building. Said remodeling and existing areas will consist generally of a coffee shop and a boutique retail section, and storage spaces as well as improvements to the building exterior, parking, and landscaping (the "Project");

**WHEREAS**, as an inducement for Developer to develop the Project on the Property, the Village has agreed to provide Developer with an economic development incentive TIF grant of \$5,000, write down of the sale price of the Property of \$75,000, and a TIF loan of \$50,000 on the terms and conditions more fully described in the development agreement; and

**WHEREAS**, Mission Coffee is seeking additional assistance (the "Assistance") with \$86,000 in extraordinary Project costs, without which the Project would not be completed as proposed;

**WHEREAS**, the Village intends to provide the requested Assistance to Mission Coffee using a Wisconsin Economic Development Corporation (the "WEDC") Community Development Investment Program Grant (the "CDI Grant");

**WHEREAS**, The terms of the development agreement fulfill the 1:1 matching funds required by the CDI Grant, and the Village and Mission Coffee have agreed to maintain and make available for inspection all records as required by WEDC if a CDI Grant is awarded to the Village;

**WHEREAS**, the Village of Port Edwards finds that the improvements to be funded by the CDI Grant are imperative to the economic viability of the Project and the long-term economic viability of the downtown and that such funds would be extremely difficult to obtain from other sources;

**WHEREAS**, the Village of Port Edwards finds that the Property and Village's proposed use of the CDI Grant are ideal matches to the purpose, goals and eligibility of the CDI Grant Program as articulated by WEDC;

**WHEREAS**, the Village of Port Edwards finds that submittal of an application for a CDI Grant to be in the best interests of the public and promotes the health, safety and welfare of the community and respectfully requests that WEDC award a CDI Grant to the Village consistent with its application.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Village of Port Edwards that:

Section 1: The recitals cited above are hereby fully incorporated by reference.

Section 2: The Village of Port Edwards finds that the Project and requested Assistance are essential to the long-term economic viability of the Property and economic viability of the downtown and directs that these items be included in a Village application for a CDI Grant.

Section 3: Matching funds for the Village's application for a CDI Grant are fulfilled by the terms of the development agreement with Mission Coffee. The Village pledges to cover all grant administrative costs.

Section 4: The Village Administrator and Village Clerk are hereby authorized and directed to do all things necessary to complete an application for a WEDC CDI Program Grant for up to Eighty-Six Thousand and NO/100 Dollars (\$86,000.00) to assist with extraordinary Project costs.

Section 5: The Village of Port Edwards finds that the Village's submittal of an application for a CDI Grant to be in the best interests of the public and promotes the health, safety and welfare of the community and respectfully requests that WEDC award a Grant to the Village consistent with its application.

This resolution is being adopted by the Village of Port Edwards of the Village of Port Edwards at a duly scheduled meeting on February 13, 2024.

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Betsy Mancl, President

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Diane Tremmel, Village Clerk

# *Village of Port Edwards*

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Municipal Building  
201 Market Ave, P.O. Box 10  
Port Edwards, Wisconsin 54469  
Phone: 715-887-3511

February 13, 2024

Wisconsin Economic Development Corporation  
Community Development Investment Grant

To whom it may concern:

We are writing to express our strong support for the Village of Port Edward's application to the Wisconsin Economic Development Corporation's Community Development Investment grant funds on behalf of Mission Coffee.

Mission Coffee is a reputable local brand. For two years, Jennifer Oswald has owned and operated Mission Coffee on the Wisconsin Rapids campus of Mid-State Technical College. The coffee served in the store is sourced by Mission Coffee's Roastery, which provides a fresh, local product for customers.

Businesses in downtown Port Edwards were greatly affected by the closure of the former Domtar Paper Mill in 2008. This adaptive reuse of a vacant bank building is a cornerstone of the Village's efforts to revitalize its downtown. Since the revitalization project began, the Village started having community events in the business district area and welcomed new businesses in the previously vacant buildings. The Village currently has three vacant buildings left, including the former bank where Mission Coffee plans to locate. Successful completion of this project will reestablish a sense of civic pride in a community that is still recovering from the economic shock of the Mill closure.

We fully support the Village of Port Edward's application to the Wisconsin Economic Development Corporation for the Community Development Investment grant and you to give it your full consideration.

Sincerely,  
Besty Mancl

Sincerely,  
Duane Gau

Village President

Interim Village Administrator

# VILLAGE OF PORT EDWARDS

Port Edwards, Wisconsin

COMMITTEE: Finance & Human Resources

DATE: February 8, 2024

TO: BETSY MANCL

CC: LONN RADTKE

TIARA GRUNDEN

CALEB MCGREGOR

JEN MOORE

ERIK SAYLOR

JOSEPH ZURFLUH

DAILY TRIBUNE

WFHR/WGLX

NICK ABTS

DIANE TREMMEL

JASON WORDEN

SCOTT DREW

**Purpose of Meeting:** Regular Monthly Meeting – Marshall Buehler Center

**Attendance:** L. Radtke, C. McGregor, T. Grunden (ZOOM), D. Tremmel

**Absent:** B. Mancl, Excused

**Citizens:** Joe Zurfluh, Cary Smith

## Subjects Discussed, Action Taken & Board Action Required:

### Regular Monthly Meeting

- **Call to Order:** Meeting called to order by Chairman Radtke at 4:01 p.m.
- Motion (Grunden/McGregor) to approve the agenda and January 4, 2024 minutes. Motion carried. All ayes.
- **Public Comments on Agenda Items:** None
- **Committee Chairman's Comments:** Chairman Radtke inquired about the police vehicle expenses incurred. He was curious if they were for the 2018 squad that was kept. Trustee McGregor stated that the charges were for tires and brakes on the 2018 squad and tires replaced on the 2021 Ram.
- Motion (Radtke/Grunden) to approve the monthly bills, journal entries for the previous month and financial reports. Motion carried. All ayes.
- Motion (Radtke/Grunden) to approve the loan for the purchase of an end loader. Motion carried. All ayes.
- **Old Business:** None.
- **New Business:** Administrator Gau was not in attendance, so the update on Performance Improvement Plan (PIP) Fire Chief will be put on next month's agenda.
- **Correspondence Received:** None
- **Agenda Items for Next Meeting:** Monthly bills, journal entries and reports; Update on Performance Improvement Plan (PIP) Fire Chief; Discussion on plans for the Administrator position for the future.
- Meeting adjourned at 4:12 p.m.

Lonn Radtke, Committee Chair

## END LOADER LOAN - 2024

Nekoosa Port Edwards State Bank – 5.63%

5 year loan for \$145,000 - Annual payment \$34,156

(Will need copy of minutes approving the loan – then can be completed in about 2 weeks)