

Revised 3/11/19- 2:03 p.m.

City of Chetek Common Council Meeting Agenda

Tuesday, March 12, 2019 - 6:00 p.m. – Council room, 220 Stout Street, Chetek, WI

AGENDA:

Call to order

Roll call – Scott Bachowski____, Denise Moran____, Mark Eby____, Mark Edwards____ Mayor Martin____

Prayer

Pledge of Allegiance

Approve agenda

PUBLIC COMMENT citizens may direct questions/comments to the council for items not on the agenda.

The council may have limited discussion, however; no action will be taken under public comments.

MAYOR COMMENTS

Announcement of closed session later in meeting – Wisconsin Statute 19.85(1)(c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

CONSENT AGENDA:

1. Council minutes from February and City claims from February
2. Department/Board reports as submitted: Plan Commission-January;
3. Resignations from boards/committees: None
4. Appointments to Boards & commissions: Property: Jim Crotteau
5. General licenses/permits: Street Closure-Chetek-Weyerhaeuser Scholarship Fund 7/6/19 for Fishy Four

OLD BUSINESS - discussion and possible action

NEW BUSINESS - discussion and possible action items

1. Award Bid for 2019 Water System Improvements
2. The Mill - Temporary Use Agreement renewal- Dixon Street between Center St. & Stout St.
3. Chetek Cafe - request to set up 2 bistro tables on sidewalk on 2nd Street
4. Officer Tyler Blair resignation from police department
5. Approve promotion of Jessica Larson to lieutenant position
6. Approve hiring of full-time officer
7. Discussion of part-time officer position
8. Tax Incremental District termination - TID 2
9. Resolution 2019-3 -public works 2018 budget adjustment
10. Personnel manual amendment - amended language to include definition of “retired” employee and sick leave benefit for retirees.
11. Form a Citizen Participation Committee
12. Approve Capital Improvement Plan
13. Approve Procurement policy
14. Approve CDBG application services contract with CBS Squared
15. Closed session as noted earlier in meeting, reconvene; act on closed session item.
16. Approval of employee request as discussed in closed session

Adjourn

**Minutes of the Common Council Meeting of the City of Chetek held on Tuesday,
February 12, 2019 at 6:00 p.m. in the Council Chamber, 220 Stout Street, Chetek, WI**

Meeting was called to order at 6:00 p.m. by Mayor Jeff Martin
Present: Scott Bachowski, Mark Eby, Jeff Martin, Mark Edwards
Absent: Denise Moran

Eby motioned to approve the agenda. 2nd by Bachowski. carried.

Consent agenda - Eby motioned to approve consent agenda items: January council minutes, January City claims, department /board reports-minutes: Library-December 2018 & January 2019; Housing Authority-January 2018 annual & January 3, 2019 regular meeting; Appointments: property committee - Larry Hickok, Julie Flor, Wendy Newman; Retail license transfer from Gordy's Market, Inc. to Michael S. Polsky, receiver- d/b/a Gordy's Market. 2nd by Bachowski. Carried.

Old business - **sale of house at 1301 Knapp Street** - motion by Edwards, 2nd by Bachowski to accept bid from Ken Schmidt in the amount of \$1.00 for purchase and removal of the house contingent on execution of legal agreement between parties. No other bids were received. carried.

Sale of lot on Douglas Street - motion by Edwards, 2nd by Eby to accept proposal for the purchase and development of Lots 16 and 17, Block 6, Second Addition from Dr. Nik Sather in the amount of \$20,500. carried.

New Business - **Housing Authority request for sewer adjustment** - Bachowski motioned to approve an adjustment to the June 2018 sewer billing. Adjustment based on policy of 100% credit on the difference between the normal monthly billing and the excess used. 2nd by Edwards. carried. Account had high usage from June 2018 through December 2018. Customer was notified several times of the high usage - A break in their water line between the main and secondary buildings broke and was leaking. Break was fixed in December. PSC regulations to not allow credit on water billing except for overestimated usage.

Resolution 2019-2 - adopting post employment HRA Motion by Edwards, 2nd by Eby to pass resolution to set up a health reimbursement arrangement for retirees sick leave payout. Carried.

Motion by Edwards, 2nd by Bachowski to amend language for sick leave payout for retirees to include "employed at least ten (10) years. Carried.

Bachowski motioned to approve outside employment requests for Travis Hakes, Brandon Davis, and Joe Atwood. 2nd by Eby. carried.

Ordinance 770A - adopting Section 118-91 Groundwater Protection Overlay District- Motion by Eby, 2nd by Bachowski to adopt - carried. The purpose of the ordinance is to establish a groundwater protection overlay district to institute land use regulations and restrictions to protect the City's municipal water supply and well field, and to promote the public health, safety, and general welfare of the City residents.

Motion to adjourn by Bachowski, 2nd by Eby. carried.

Carmen Newman, clerk/treasurer

The Planning Commission for the City of Chetek was called to order at **6:00 pm on January 17, 2019** by Mayor Jeff Martin. Roll call was taken present were Mark Etten, Sarah Knepper, Shawn Ayers, Mark Eby, John Hunsinger, Mayor Martin and Del Wacker. Also present was Joe Atwood, Sean Bohan, Dan Knapp, Robert Pasanen, Carmen Newman. We were in compliance with the open meeting law.

Eby made motion to approve min Hunsinger 2nd motion carried.

1) Discussion/Action: Robert Pasanen agent for Larry Pasanen is seeking approval to divide his lot at 251 Woodard Street and create 2 lots. The property is zoned R-1 there interest is to split the lot as they have an interested party in the split. There are no issues with the City and there are no issues with the airport. Wacker made a motion to approve Hunsinger 2nd motion carried.

2) Discuss/Action: Approve or not approve the proposed draft for well head protection. The attorney made some changes and Dan Knapp showed the planning commission the changes on the big screen. The mayor asked why the changes were made and Dan said that it would give the City more flexibility. Wacker asked Dan if it is something that he and the city could work with and he said that they could make it work. The draft could change some different outcomes as going forward with things brought before the planning commission. The well head protection will follow the well table. We can not change the distance from the well. Eby made a motion Etten 2nd motion carried.

3) Discuss/Action: Approve or not approve preliminary sketch and layout for the development of 77 lots on the 40 acres the City purchase from Hormel foods. This action is step one and is required in order for City Council to move forward in the planning and development of this property on Knapp Street west of the High School. A sketch is included in the packet however a large-scale map can be viewed at my office or at City Hall in the Council Chambers. Joe Atwood, Dan Knapp, Jeff martin, and carmen are meeting with the developer on January 11th to get some questions answered we have. These questions are also included in the packet. Mayor Martin was not at the meeting on January 11th. Sean Bohan was here as the engineer to represent Cody as he was unable to attend tonight's meeting. Carmen was talking in regard to getting the layout and the storm water ponds in and start on one section. Soil testing will need to be done to make sure that the area is buildable. The city would do a new tiff dist. to help in the infrastructure of the lots. City would be selling per lot unless a developer came in and wanted to buy all the lots. Many things need to be approved by the DNR to work with the storm water. Cody Filipiczak (C&M Builders) plans at this time would be a couple twin homes and then doing some single-family homes. Ayers made a motion to approve the boring of the land and get soil samples. Hunsinger 2nd motion carried.

Knepper motion to adjourn Etten 2nd motion carried.

Respectfully Submitted Mark Eby

REQUEST TO CLOSE STREET/ALLEY

Date/s for closing 7/6/19

Organization/person requesting: CWSF / Fishy Four / Dawn Knutsen

Address CWSF, PO Box 244, Chetek, WI 54728 Phone 715-237-2477

Reason for street/alley closing: 2019 Fishy Four Mile Run/Walk

List Street/alley requesting to be closed – include starting and ending points and time of day.

Street Lakeview Dr. from Wisconsin ending City Park Drive 6 am/pm 11 am/pm From/to
Street _____ from _____ ending _____ am/pm _____ am/pm
Street _____ from _____ ending _____ am/pm _____ am/pm

HIGHLIGHT THE ABOVE ON THE ATTACHED MAP

ALSO – ATTACHED PROPERTY OWNER CONSENT FORM NEEDS TO BE FILLED OUT.

Failure to contact affected owners may result in denial.

BARRICADES NEEDED ☒ YES ☐ NO

Will there be amplified music/noise? ☒ yes ☐ no During What hours? 8-11am
Outdoor music may require permit – You must contact Police Department.

If this is a County Road, authorization needs to be attached – either a letter or email from County. Attached? _____

Signature Dawn Knutsen

date 3/1/19

Printed name Dawn Knutsen

COUNCIL APPROVED _____ DENIED _____ DATE OF MEETING _____

ROUTED TO PUBLIC WORKS DEPARTMENT _____ ROUTED TO POLICE DEPARTMENT _____



Building a Better World
for All of Us[®]

March 8, 2019

RE: 2019 Water System Improvements
Chetek, Wisconsin
SEH No. CHETW 145541 14.00

Carmen Newman
City of Chetek
220 Stout Street, PO Box 194
Chetek WI 54728

Dear Ms. Newman:

On Thursday, March 7, 2019, unit price bids were received for the 2019 Water System Improvements Project. The attached Bids Received summary shows the total amount bid and bid bond received from each Contractor.

Three bids were received for the project. The bids ranged from \$372,350.00 to \$452,903.75. The low bid was submitted by A-1 Excavating, Inc. of Bloomer Wisconsin. Based on our experience working with A-1, and review of the submitted bidders' qualification materials, it is our opinion that A-1 has the required equipment and expertise to perform the work as outlined in the contract specifications. Therefore, we recommend award of the project to A-1 Excavating, Inc. in the amount of \$372,350.00.

We hope this analysis of the bids is adequate for your needs. If you have any questions regarding this information, please contact me.

Sincerely,

Mike Van Gilder, PE (Lic. WI, MN)
Project Manager

c: Dan Knapp, DPW

MV/ch

Enclosure

\\seh\Projects\AE\Chetek\145541\Bidding Documents\lrs\bid award ltr_3.8.19.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1701 West Knapp Street, Suite B, Rice Lake, WI 54868-1350
SEH is 100% employee-owned | sehinc.com | 715.236.4000 | 800.903.6970 | 888.908.8166 fax



Building a Better World
for All of Us®

BIDS RECEIVED

2019 Water System Improvements

Chetek, Wisconsin

Project Manager: Mike Van Gilder, PE (Lic. WI, MN)

SEH No. CHETW 145541 64.20

Bid Date: 2:00 p.m., Thursday, March 7, 2019

Page 1

Bidder	Addendum Acknowledged	10% Bid Bond	Total Bid Price
A-1 Excavating Inc. Bloomer, WI	X	X	\$372,350.00
Haas Sons, Inc. Thorp, WI	X	X	\$391,079.70
Pember Companies, Inc. Menomonie, WI	X	X	\$452,903.75

\\sehri\Projects\AE\C\Chetw145541\6-bid-const\Bidding Documents

TEMPORARY USE AGREEMENT FOURTH AMENDMENT

THIS TEMPORARY USE AGREEMENT FOURTH AMENDMENT ("Fourth Amendment") is made and entered into effective as of March 12, 2019 (the "Effective Date"), by and between the City of Chetek, a Wisconsin municipal corporation ("City"), and The Mill Properties of Chetek, LLC, a Wisconsin limited liability company ("Lessee"), to wit:

WHEREAS the City entered into an agreement dated on or about September 29, 2016 ("Lease Agreement"), to use certain property located between Center Street and Stout Street known as Dixon Street, more particularly described in Exhibits A-1 and A-2 to said agreement;

WHEREAS, the Lease Agreement, as amended, expires February 25, 2019, and the parties desire to extend the same on certain terms and conditions;

NOW, THEREFORE, the parties state their further agreements as follows:

1. The Lease Agreement is extended to _____ February 25, _____ 2022?, at 12:01 a.m. on the additional terms and conditions set forth below:
 - a. Angled parking will be allowed on the west side of Dixon Street only. No parking shall be allowed on the east side of Dixon Street. The City will pay for and erect appropriate no parking signs to demarcate this area.
 - b. Lessee will work with the City on getting reflectors or other visual aids along street closing fencing wherever and whenever erected so as to more effectively demarcate the area that is closed or not subject to use.
 - c. The signs for Dead End-No Through Street are to be moved closer to Sixth Street on Banks Street to discourage cars from initially entering that street during events.
 - d. The large illuminating sign facing east on Lessee's property is to be shut off when Lessee is closed for business, generally at dark, and is not to be operated after midnight.
 - e. The street closing chains are to be set up by the Lessee for events and taken down by Lessee when events are not occurring.
 - f. Lessee is to offer shuttle services for guests from off-site parking locations.
 - g. Parking area between 646 Banks Street and 612 Stout Street (west side of Dixon Street) shall be public use when The Mill is not being used for events/parties, etc.

2. Lessee will comply with the terms of the conditional use during the term hereof, including the limitation on hours. Lessee agrees that the facility will be closed and operations will cease no later than 10pm on Sundays through Thursdays and by midnight on Fridays and Saturdays. However, Lessee may extend operations to midnight on Sundays or Mondays that fall on the following holidays: Memorial Day, Fourth of July, and Labor Day.

Dated at Chetek, Wisconsin, this _____ day of ~~August, 2018.~~

CITY OF CHETEK ("The City") LESSEE: THE MILL PROPERTIES

OF CHETEK, LLC

By: _____ Attest: _____

Jeff Martin, Mayor date _____ Carmen Newman, clerk/treasurer

By: _____ Attest: _____

Nancy E. Helms, a duly authorized Manager or Member

2/25/19

City of Chetek

City Council Agenda Request Form

I request that the following item(s) be addressed by the City of Chetek council and placed on the agenda for the NEXT 3/12/19 city council meeting.
date of council meeting

Item(s) /explanation
LIKE TO PUT UP 2 BISTRO TABLES + 6 BISTRO CHAIRS ON
THE SIDEWALK, SECOND STREET, IN FRONT OF MY BUSINESS,
MY BUILDING IS BOWED IN AT THAT SPOT, SIDEWALK IS
12 FEET WIDE THERE, JUST NEEDED FOR SUMMER - SEASON

Requested by NORBERT WOSKE phone 715-925-2244

Address of requestor 2063 3 1/2 AVE 54728 CHETEK
CHETEK CAFE & MEAT SHOP

Time needed _____ documents attached - yes ☐ No ☒

Signature N. Woske

Action requested: _____

For office Use

Council action taken	_____
_____	_____
Follow up needed	_____
_____	_____
Refer to:	_____



Carmen Newman <cnewman@cityofchetek-wi.gov>

Resignation

1 message

Ron Ambrozaitis <chief@cityofchetek-wi.gov>

Thu, Feb 28, 2019 at 8:22 AM

To: Carman Newman <cnewman@cityofchetek-wi.gov>, Cassandra Larson <clarson@cityofchetek-wi.gov>

Morning Ladies

Just wanted to let you know. Last night I received a call from Tyler Blair. He advised me that he was given and has excepted a job offer from Onalaska Police Department. His last day with the Chetek PD will be March 14, 2019. I have contacted and email all the part time staff of the opening. I also have a posting on our door. This will be up for 5 business days.

Chief Ron Ambrozaitis

CHETEK POLICE DEPARTMENT

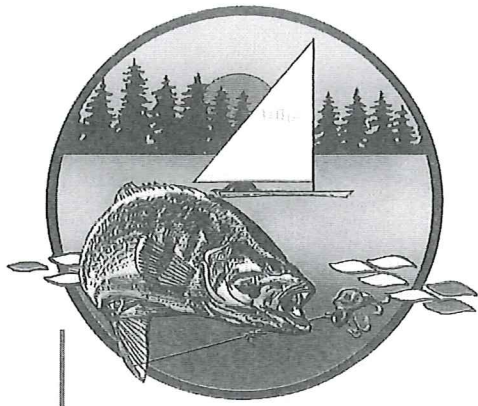
101 MOORE STREET

P.O. BOX 537

CHETEK WI 54728

(715) 924-3686

(715) 924-2855 FAX



Chetek Police Department

P.O. Box 537 • 101 Moore Street • Chetek, Wisconsin 54728

Phone (715) 924-3686 – Fax (715) 924-2855

Administrative (715) 924-4711

Drug Tip Line (715) 925-DRUG (3784)

Chief – Ron Ambrozaitis

50,500?

City of Chetek Personal Committee,

I am looking for a Lieutenant's position on the police department. I would like to change the position of investigator to Lieutenant of Police. If the police department ever gets to the position finically to replace the position, I would like to do that. Some of the reasons are as follows.

- Every professional police organization needs a command structure. A Lieutenant is second in command.
- The Department needs an administrator in the absence of the Chief.
- Lieutenants responsibilities would be has follows. Case management, scheduling, supervisor over patrol staff, and act as a liaison between patrol staff and the Chief.
- The Lieutenant's position is recognized and referred to in the union contract.
- I already have \$300.00 worth of Lieutenants badges and collar brass to pass on.
- The Chief needs a Lieutenant to bounce ideas off and assist him in making administrative decisions in the best interest of the department.

I would like this to be a salaried position. I believe this would help with the overtime currently be taken by the investigator. I believe by filling this position it would make my job easier in splitting my duties that I currently take care of. I believe it would give me more time to with work directly with the community related problems. I could come up with more reasons but the above should suffice. If you have questions, as always feel free to contact me. Thank you for your assistance.

Respectfully,

Chief Ron Ambrozaitis
Chetek Police Department

"City of Lakes"

Tax Incremental District Termination

City of Chetek
(Town, Village, City) (Municipality)

Resolution Number 2019-

Termination of Tax Incremental District (TID) # 2 and authorization to: (check one)

- ☒ Distribute excess increment to overlying taxing districts
☐ Transfer all remaining debts to the municipality

WHEREAS, the City of Chetek created TID # 2 on 05-13-1997, and adopted a project plan in the same year, and
(mm-dd-yyyy)

WHEREAS, all TID # 2 projects were completed in the prescribed allowed time; and:

- ☒ WHEREAS, sufficient increment was collected as of the 2018 tax roll, payable 2019, to cover TID # 2 project costs.
(year) (year)
☐ WHEREAS, insufficient increment was collected to cover project costs.

THEREFORE BE IT RESOLVED, that the City of Chetek does dissolve/terminate TID # 2 ;
and

BE IT FURTHER RESOLVED, that the City Clerk shall notify the Wisconsin Department of Revenue (DOR), within sixty (60) days of this resolution or prior to the deadline of April 15, 2019, whichever comes first, that the TID has been terminated; and
(year)

BE IT FURTHER RESOLVED, that the City Clerk shall sign the required DOR final accounting form (PE-223) agreeing on a date by which the City shall submit final accounting information to DOR; and:

- ☒ BE IT FURTHER RESOLVED, that the City Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares to be determined by the final audit by the City's auditors, Bauman Associates, Ltd.
☐ BE IT FURTHER RESOLVED, that the City of Chetek shall accept all remaining debts for TID # 2 as determined by the final audit by the Municipality's auditors, .

Adopted this ____ day of _____, 2019
(year)

Resolution introduced and adoption moved by alderperson _____

Motion for adoption seconded by alderperson _____

On roll call motion passed by a vote of _____ ayes to _____ nays

ATTEST:

Mayor/Head of Government Signature

Clerk Signature

RESOLUTION NO. 2019-3

WHEREAS, the public works expense account for 2018 was overdrawn and there are revenue accounts that exceeded the budget amount; and

WHEREAS, it would be advisable to appropriate excess revenues to cover the overdrawn expense accounts and appropriate donations for their intended use;

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Chetek that the City Clerk/Treasurer be authorized to adjust the **2018 budget** with the aforementioned funds to the following accounts:

\$ 4200.00 Public works budget
Deduct from 100-52300 - ambulance subsidy expense
Add to: 100-53620-500 - refuse fuel and repair expense

CITY OF CHETEK

By: _____
Jeff Martin, Mayor

Attest: _____
Carmen Newman, Clerk/Treasurer

Passed: March 12, 2019

- (j) **Regular Employee.** An employee who is scheduled to work throughout the year and who occupies a regular position established by the Common Council.
- (k) **Temporary Employee.** An employee who is hired only for a limited period of time and whose normal assigned schedule of hours totals less than nine hundred (900) hours per year or is an employee hired under a state or federal grant program, regardless of the length of employment.
- (l) **Seasonal Employee.** An employee whose work is seasonally determined (examples: lifeguards, summer recreation workers, etc.) (less than 120 days per year)
- (m) **Emergency Part-Time Employee. (Police Department)** An employee who is not normally assigned to work scheduled hours. Employee works on a fill in basis for emergencies, special events, and call in basis only. Employee meets the requirements of being a certified officer, however; they are not associated with the bargaining unit, nor do they pay union dues or receive the benefits of a regular full or part-time officer.

(n) **Retirement** means:

- Special Services Employees eligible for Wisconsin Retirement System (WRS) pension and at least age 50 (early Retirement) or at least age 53 with a minimum of 25 years of service with the City or age 54.
- General Employees at least age 55 (early Retirement) with a minimum of 10 years of service to the City or at least age 57 with a minimum of 30 years or service or at least age 65.

General Employees

Retirement Employees who plan to retire need to notify the City of their intent to do so at least 90 days/months prior to retirement, unless another date is mutually agreed upon by the employee and City Administrator. All notices of retirement must be in writing with the effective retirement date.

Normal retirement age is 65. Early retirement means the range of ages beginning with the age which is ten years less than the normal retirement age under the Plan and ending with the age that is one year less than the normal retirement age under the Plan.

1. Eligibility – Retirement benefits shall be available to employees:
 - a. Who, by the date of retirement, are:
 - a. at least fifty-five (55) years or older and have been employed full-time by the city for 10 or more consecutive years, or
 - b. Permanently Disabled* (and receiving for WRS disability pension)

Who resign their regular full-time duties after the adoption of this Post Employment Health Reimbursement Plan (PE-HRA) benefit.

*Permanent Disability means a disabling condition at age 50 or older that prevents the employee from working even with accommodations and is approved for and receiving disability. Note: while permanent disability may have other meanings, this definition pertains to the term as used for this benefit.

Eligibility pertains only to those who voluntarily resign from their duties.

Limitations – This policy shall not apply to any employee discharged, terminated, or non-renewed.

- a. For eligible employees as noted above, upon retirement, the City will establish and maintain a Post-Employment Health Reimbursement Arrangement (PE-HRA) Plan through which the Plan will reimburse:
 - Health insurance premiums to maintain coverage on the City's health plan;
 - Health insurance premiums to maintain coverage on a plan outside the City's plan and/or
 - Eligible healthcare expenses incurred after retirement. Eligible healthcare expenses are expenses as defined in Code Section 213(d) and/or if they are included as eligible medical and dental expenses in the IRS Publication 502 Medical and Dental Expenses

Money in the PE-HRA will be accessible only as a retiree and may be used only for premium reimbursements or reimbursement of eligible health care expenses

Special Services

“Special Services” or “Law Enforcement Officer” mean those Employees who hold the credentials and positions with the City that are referenced in Wisconsin Statutes Section 164.06 as a Law Enforcement Officer.

Retirement.

Employees who plan to retire need to notify the City of their intent to do so at least 90 days/months prior to retirement, unless another date is mutually agreed upon by the employee and City Administrator. All notices of retirement must be in writing with the effective retirement date.

Normal retirement age is 65. Early retirement means the range of ages beginning with the age which is fifteen years less than the normal retirement age under the Plan and ending with the age that is one year less than the normal retirement age under the Plan.

1. Eligibility – Retirement benefits shall be available to employees:
 - a. Who, by the date of retirement, are eligible for Wisconsin Retirement System (WRS) pension and are:
 - a. at least age 50 (early Retirement), or
 - b. at least age 53 with a minimum of 25 consecutive years of service with the City, or
 - c. Permanently Disabled* (and receiving for WRS disability pension)
 - b. Who resign their regular full-time duties after the adoption of this Post Employment Health Reimbursement Plan (PE-HRA) benefit.

*Permanent Disability means a disabling condition at age 50 or older that prevents the employee from working even with accommodations and is approved for and receiving disability. Note: while permanent disability may have other meanings, this definition pertains to the term as used for this benefit.

Eligibility pertains only to those who voluntarily resign from their duties.

Limitations – This policy shall not apply to any employee discharged, terminated, or non-renewed.

- a. For eligible employees as noted above, upon retirement, the City will establish and maintain a Post-Employment Health Reimbursement Arrangement (PE-HRA) Plan through which the Plan will reimburse:
 - Health insurance premiums to maintain coverage on a plan outside the City’s plan and/or

The provision of health insurance benefits to the surviving spouse or dependents are contingent upon the eligibility rules of the City's health insurance carrier.

Benefits payable to the spouse or dependents will not exceed, in combination with those already provided to the eligible employee/retiree before his/her death, those that would have been available to the eligible employee/retiree if he/she had survived.

(a) **Eligibility.**

(1) General Policy. For all full-time and regular part-time employees, periods of absence resulting from non-occupational illness or non-occupational injury will be compensated by a continuation of salary during disability based upon availability of accrued sick leave credits. Part-time personnel who work a regular schedule of less than that of a full-time position shall be eligible for a pro-ration of sick leave. Pay continuation benefits as outlined in this policy are contingent upon actual illness or injury, good faith of the employee involved, a conscientious attitude toward attendance and a willingness to return to work at the earliest practical date.

(2) Sick Leave Schedule.

a. Employees shall be credited with one (1) day of paid sick leave for each month of employment worked, prorated for part-time employees, accumulated to a maximum of one hundred eight (180) days. Regular employees become eligible for sick leave pay immediately upon employment to the extent accrued.

b. In the event an employee suffers compensatory injury or illness in the course of performing his duties and qualifies for Worker's Compensation, said employee may use accumulated sick leave credits to bring the total compensation received (between the City of Chetek on said sick leave and Worker's Compensation) up to the employee's regular base rate of pay for any given period. Sick leave may be used in this manner until all of the accrued sick leave has been paid.

c. Upon retirement (as defined in Section 1.5) or disability that prevents the employee from working, even with accommodation, the following option is available:

1. Sick leave, or balance of accumulated sick leave, to a maximum of one hundred eighty (180) days, at no interest, shall be converted to a Health Reimbursement Plan for Eligible Expenses incurred by Covered Persons according to the Basic Plan Document.

This is to include all City of Chetek full-time employees who retire in good standing at retirement age as defined in section 1.5.

City of Chetek
Capital Improvement Fund

Year	Project	Estimate Cost
2019	Street Improvements - sidewalk,curb,gutter,stm swr. 8th Street between Morrison St. & Leonard Street	
2019	Water System improvements- undersized mains Pine St. & Banks st. 12" Water Crossing at Hwy SS	373,000
	Street Improvements-	
2020	Water/Sewer/Storm Swr Project in south Industrial park	
2020	Housing Development -	2,500,000
2024	Treatment Plant	7,000,000

City of Chetek, Wisconsin PROCUREMENT POLICY

POLICY OBJECTIVE

The City of Chetek has adopted this procurement policy in order to provide City employees with uniform guidance in the procurement of professional services. The controls and procedures set forth are intended to provide reasonable assurance that the most cost effective service that serves the best interests of the City of Chetek is obtained, while balancing the need for flexibility and efficiency in departmental operations.

COVERAGE

This policy applies to the procurement of professional services by all departments and divisions of the City of Chetek. More restrictive procurement procedures required by grants, aids, statutes or other external requirements or funding sources will take precedence. Nothing in this policy shall limit the statutory authority granted to the Police and Fire Commission or the Library Board.

GOALS

1. To encourage open and free competition to the greatest extent possible.
2. To receive maximum value and benefits for each public dollar spent.
3. To ensure that all purchase contracts are made in compliance with federal, state and local laws.
4. To prevent potential waste, fraud, abuse and conflicts of interest in the procurement process.
5. To assure proper approvals are secured prior to the purchase, award of contract and disbursement of public funds.

ETHICAL STANDARDS

All procurement shall comply with applicable federal, state and local laws, regulations, policies and procedures. The City's Personnel Policies and Procedures Handbook provides general ethical standards and conduct expectations.

In general, employees are not to engage in any procurement related activities that would actually or potentially create a conflict of interest, or which might reasonably be expected to contribute to the appearance of such a conflict.

1. No employee shall participate in the selection, award or administration of a contract if a conflict of interest would be involved. Such a conflict would arise when the employee, any member of his immediate family, business partner or any organization that employs, or is about to employ, any of the above, has a financial interest or other interest in the firm selected for award.
2. To promote free and open competition, technical specifications shall be prepared to meet the

minimum legitimate need of the City and to the extent possible, will not exclude or discriminate against any qualified contractors or vendors.

3. No employee shall solicit or accept favors, gratuities, or gifts of monetary value from actual or potential contractors, subcontractors or vendors.
4. Employees must maintain strict confidentiality in the procurement process and shall not impart privileged information to any contractors or vendors that would give them advantage over other potential contractors or vendors.
5. Personal purchases for employees by the City are prohibited. City employees are also prohibited from using the City's name or the employee's position to obtain special consideration in personal purchases.

GENERAL GUIDELINES

These general guidelines shall be adhered to as closely as possible by all departments in the procurement of professional services.

1. Purchase of Services is classified into the categories of professional services, contractor services, construction services and combined goods and service contracts.
2. Buy Local - It is the desire of the City to purchase locally when possible. This can be accomplished by ensuring that local vendors are included in the competitive solicitation process that will precede major purchases. It is also the desire of the City to purchase from disadvantaged enterprise businesses whenever possible as defined by Wisconsin Statute 84.06(1).
3. Cooperative Procurement Programs – Departments are encouraged to use cooperative purchasing programs sponsored by the State of Wisconsin or other jurisdictions. Purchases secured through these programs are considered to have met the requirements of competitive procurement outlined in this policy. Additionally, if identical services can be obtained at a lower price than current cooperative purchasing contracts, no additional quotes are required.
4. Purchasing Oversight – Department heads have the responsibility for procurement issues in their individual departments. A department head is defined as the City employee having responsibility for the department on behalf of which moneys were appropriated in the City budget for purchases.
5. Emergencies –When an emergency situation does not permit the use of the competitive process outlined in the policy, the applicable department head, Clerk/Treasurer and Mayor may determine the procurement methodology most appropriate to the situation. Appropriate documentation of the basis for the emergency should be maintained and filed with the City Clerk. All emergency purchases exceeding \$25,000 shall require the Department Head to provide written notice to the Common Council. An emergency is defined as flooding, tornado, dam breach, earthquake, FEMA qualified disasters, criminal or terrorist attacks on the City's infrastructure or other threat to employee and/or public health and safety.

6. Identical Quotes or Bids – If two or more qualified bids/quotes are for the same total amount, and quality or service is considered equal the contract shall be awarded to the local bidder. Where this is not practical the contract will be awarded by drawing lots in public.
7. Serial Contracting – No contract or purchase shall be subdivided to avoid the requirements of this policy. Serial contracting is the practice of issuing multiple purchase order to the same vendor for the same good or service in any 90 day period in order to avoid the requirements of the procurement policy.
8. Policy Review – This policy may be periodically reviewed by the Administrative Committee.
9. Protest Procedures – Any interested party who wishes to protest at any point in the procurement process, evaluation, award, or post-award, may do so. An “interested party” must, however, be an actual or prospective bidder or officer whose direct economic interest would be affected by the award of the contract or by failure to award the contract. Protests must be submitted timely, in writing to the City Clerk, PO Box 194, Chetek, WI 54728 but no later than five (5) working days following final Common Council action on the procurement decision. The protest must contain a detailed statement of the grounds for the protest and any supporting documentation. Upon the receipt of the written protest, the City Clerk will notify the City Attorney and Mayor who will work to resolve the matter within five (5) working days. If the protester is not satisfied and indicates the intention to appeal to the next step the award will be temporarily suspended unless it is determined that: 1) the service to be procured is urgently required; 2) delivery or performance will be unduly delayed by failure to make the award promptly; 3) Failure to make the prompt award will otherwise cause harm to the City; or 4) The protest has no merit. If the protester wishes to appeal the decision of the City Attorney and Mayor the matter will be forwarded to the committee, commission or board of jurisdiction and the Common Council for the ultimate local disposition.

COMPETITIVE PROCUREMENT POLICY

- (1) Verbal quotation form. The City solicits verbal quotations on goods and services the City purchases, which are \$5,000.00 or less. The results of the verbal quotations are recorded on a Memorandum of Verbal Quotation form. No quotations are required on items of \$1,000.00 or less.
- (2) Informal quotation. An informal quotation is a written request for quotation sent to vendors. The informal quotation is used for the purchase of goods and services in an amount of greater than \$5,000.00 but less than \$25,000.00.
- (3) Formal bid. The formal bid procedure is used for purchasing goods and services in an amount over \$25,000.00, and in some instances in amounts less than this amount. The formal bid procedure requires a legal public notice and contains detailed, written specifications regarding the goods and services to be purchased and a number of specific conditions associated with the purchase all in accordance with, Wis. Stats. § 62.15, as the same may be amended from time to time.

PURCHASE OF SERVICES

Whenever practical the purchase of services should be conducted based upon a competitive process unless approved otherwise by the committee, commission or board of jurisdiction or the Common Council:

- Contractor services is defined as the furnishing of labor, time or effort by a contractor, usually not involving the delivery of specific goods or products other than those that are the end result of and incidental to the required performance. Examples of contractor service will include but are not limited to: snow removal, janitorial, park maintenance, mowing. Contractor services shall follow the competitive procurement policy outlined above. The cost shall be determined by considering the maximum total expenditure over the term of the contract.
- Construction services are defined as substantial repair, remodeling, enhancement construction or other changes to any City owned land, building or infrastructure. Procedures found with in State of Wisconsin Statute 62.15 shall take precedence. In absence of guidance in these areas, construction services shall follow the competitive procurement policy outlined above.
- Combined Goods and Services in situations where the purchase combines goods and services (exclusive of construction and contractor services), such as many technology projects, the purchase shall be treated as a purchase of professional services.
- Professional services is defined as consulting and expert services provided by a company, organization or individual. Examples of professional services include: attorneys, certified public accountants, appraiser, financial and economic advisors, engineers, architect, planning and design. Professional services are generally measured by the professional competence and expertise of the provider rather than cost alone.
 1. If it is estimated that the service being solicited has a total cost of over \$25,000 a formal Request for Proposal (RFP) shall be used to solicit vendor responses. The department head shall be responsible for the preparation of all Requests for Proposal specifications, notices and advertising. Prequalification of proposers may be done at the discretion of the department head.
 - a) The Purpose of an RFP is to solicit proposals with specific information on the proposer and the service offered which will allow the City to select the best proposal. The best proposal is not necessarily the proposal with the lowest cost.

- b) Based upon the services or project and the magnitude of the outcome a selection committee may be advisable.
 - c) Requests for proposals shall be formally noticed. All notices and solicitations of proposals shall state the time and place of the proposal opening.
 - d) Information to be requested of the proposer should include : Number of years the proposing company has been in business, company's experience in the area of desired services, financial strength of the company, examples of similar services/projects completed, resumes of staff that will be associated with the project/service, list of references, insurance information. In addition the proposal should provide information about the City, scope of services requested and any outcomes. The proposal should also identify evaluation factors and relative importance.
 - e) Establish selection criteria and include this information with the RFP. It is generally advisable to establish a numeric ranking matrix. This reduces the subjective nature of the rating process.
 - f) Proposals should be solicited from an adequate number of qualified sources. Requests for proposal should be formally noticed. All notices and solicitations should provide the issue date, response due date, date and time of opening responses and a contact person.
 - g) Proposals shall be opened and recorded by the committee of jurisdiction. A tabulation of proposals received shall be available for public inspection. The Department Head and selection committee (if applicable) will then review the proposals and make a selection.
- Service contracts or agreements should be reviewed by the City Attorney.

SOLE SOURCE

Purchase of services under \$25,000 may be made without competition when it is agreed in advance between the Department Head and the Mayor. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. The Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury, financial or other unusual and compelling reasons, service is available from only one source and no other service will satisfy the City's requirements, legal services provided by an attorney, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or economical operation, aesthetic purposes or compatibility is an overriding consideration, the purchase is from another governmental body, continuity achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, economical to the city on the basis of time and money of proposal development.

1. Sole source purchase under \$5,000 shall be evaluated and determined by the Department Head.
2. Prior to a sole source purchase of \$5,000 to \$25,000 a formal written justification shall be forwarded to the Director of Administration who must concur and sign off with his or her

approval the sole source or assist in locating additional competitive sources.

3. Sole source purchase exceeding \$25,000 must be approved by the Common Council based upon a recommendation from the committee of jurisdiction.

BUDGET

All purchases shall be made in accordance with the budget approved by the Common Council. The department head has the responsibility for managing departmental spending to ensure the departmental budget is not overspent and for initiating Transfer of Funds Requests when appropriate.

Contracts shall be signed by the Mayor and counter-signed by the City Clerk. The City Treasurer shall certify that funds have been provided by the Council to pay the liability that may be incurred under the contract. The City Attorney shall approve the contract as to form and the City Clerk shall attest to the Mayor's signature.

CBS Squared Inc.

Agreement for Professional Services

This agreement is effective as of March 12, 2019 between City of Chetek, 220 Stout Street, PO Box 194, Chetek, WI 54728 (Client), and CBS Squared, Inc. (Consultant).

In accordance with the Master Agreement dated October 15, 2018, this letter agreement describes the scope, schedule, and payment conditions for Consultant's work on the Project described in the scope of services below.

SCOPE: Consultant understands that the Client is requesting Community Development Block Grant (CDBG) application preparation and application coordination services.

PAYMENT: The Project will be invoiced on a time and materials basis with a not-to-exceed fee of \$4,900 without an amendment approved by Client. Expenses will be invoiced based on actual cost and mileage per the current federal mileage rate.

If additional services are required or requested, the Consultant will submit an estimate of additional costs prior to commencement of the proposed work. No additional work will be performed until the amendment has been approved and signed by the Consultant.

The payment method, basis, frequency and other special conditions are set forth below:

Hourly Basis

The Client and Consultant agree as to the hourly basis for payment for services provided by Consultant. The Client will be invoiced per the attached Rate Table for personnel. The Rate Table may be amended from time to time by mutual written agreement between the parties. Monthly charges for services shall be based on Consultant's Rate Table for personnel for applicable employees plus charges for expenses and equipment as agreed upon between the parties. Consultant shall be paid monthly for work performed.

Expenses

The following items represent reimbursable expenses by Consultant's employees or professional consultants on behalf of the Client providing the same are required to perform the work contracted for and shall be paid for as described in the Agreement.

1. Transportation and travel expenses (mileage).
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expenses connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.



5. Plots, reports, plan and specification reproduction expenses.
6. Postage, handling, and specific delivery services.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. Any sales tax or use tax (excluding specifically income tax) levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project, including but not limited to, additional project specific insurance requirements.
11. The cost of special consultants or technical services (not already included in contracted fees) as required. The cost of sub-consultant services shall include actual expenditure plus 10% markup for the cost of administration and associated insurance.

Equipment Utilization

The utilization of specialized equipment, including automation (survey equipment, reproduction equipment etc.), is recognized as benefiting the Client. The Client, therefore, agrees to pay the reasonable cost for the use of such specialized equipment on the project.

Consultant invoices will contain detailed information regarding the use of specialized equipment on the project when it is to be reimbursed by the Client. Charges will be based on the standard rates for the equipment published by Consultant.

AGREEMENT SUMMARY: This Agreement for Professional Services, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant within this document. The Agreement for Professional Services (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party, within fifteen (15) calendar days of notification by either party.

The contract is between the following representatives:

Client's Representative: Dan Knapp

Address: 220 Stout Street, PO Box 194, Chetek, WI 54728

Telephone: 715.924.4236

e-mail: dknapp@cityofchetek-wi.gov

Project Manager: Jon Strand

Address: CBS Squared Inc, 770 Technology Way, Chippewa Falls, WI 54729

Telephone: 715.861.7428

email: jstrand@cbssquaredinc.com

CBS Squared, Inc.

City of Chetek

By: *Sheryl Claflin*

By: _____

Title: Sheryl Claflin, President

Title: _____

Exhibit 1 – Rate Table



Your Project Solutions Start Here

CBS Squared, Inc

Employee Rates Table 2019

<u>Employee Title</u>	<u>Billable Rate</u>
Senior Project Manager	\$163.50/hr
Project Manager	\$145.00/hr
Senior Professional Engineer	\$142.00/hr
Professional Engineer	\$123.50/hr
Staff Engineer	\$89.50/hr
Senior Architect	\$145.00/hr
Architect	\$123.50/hr
Landscape Architect	\$123.50/hr
Project Leader	\$115.00/hr
Lead Designer/Technician	\$112.00/hr
Senior Designer/Technician	\$95.00/hr
Technician	\$70.50/hr
Administrative Assistant/Accounting	\$68.50/hr
Senior Professional Land Surveyor	\$140.00/hr
Professional Land Surveyor	\$112.50/hr
Survey Crew Chief	\$84.00/hr
Survey Crew Assistant	\$68.50/hr
Field Assistant	\$33.50/hr
Student Engineer	\$55.00/hr
Total Station/GPS/Sonar	\$20.00/hr
Meals, Per Diem, mileage	GSA

770 Technology Way
Chippewa Falls, WI
54729

info@cbssquaredinc.com

cbssquaredinc.com

Note: All rates based on Fiscal Year 2019