

The Common Council of the City of Chetek will hold its regular monthly meeting  
Tuesday, October 10, 2023 - 6:00 p.m.  
Council room, 220 Stout Street, Chetek, WI  
Also view meeting remotely - via Facebook

**AGENDA:**

- Call to order
- Roll call: Scott Bachowski, Earl Grover, Terry Hight, Thea Hempel, Mayor Martin
- Prayer
- Pledge of Allegiance
- Motion to approve agenda
  
- **Public comment:** citizens may direct questions/comments to the council. The council may have limited discussion, however; no action will be taken under public comments.
  
- **Mayors comments**
  
- **CONSENT AGENDA:**
  - A. Approve council minutes and city claims: September
  - B. Accept and place on file: department/board reports as submitted: Budget committee; Personnel committee; Plan commission - September;
  - C. Appointments and/or Resignations -
  - D. General license/permits: "Class A" liquor license- Vick LLC (Chetek Express);

**UNFINISHED BUSINESS - the following items will be discussed and possible action**

- A. Permission to bow hunt on property - 175 Pinegrove Avenue
- B. Parks plan presentation

**NEW BUSINESS - the following items will be discussed and possible action**

- C. Approve Change Order.#3 - WWTP project
- D. Request to carryover vacation - Carmen Newman & Jessica Larson
- E. Lease renewal for Crescent Landscape Supply & Olynick Transit, Inc.
- F. Adjourn

Minutes of the City of Chetek Common Council Meeting held on Tuesday, September 12, 2023 in the council room, 220 Stout Street, Chetek, WI. Also posted live on the City Facebook page

The meeting was called to order by Mayor Martin at 6:00 p.m.

Members in attendance: Mayor Martin, Scott Bachowski, Earl Grover, Terry Hight, Thea Hempel

Bachowski motioned to approve agenda- 2nd by Grover. Carried.

Public comments - Heather Miller, 175 Pinegrove Avenue, addressed the council to explain their request for bow hunting on their property to help reduce the deer population in their neighborhood. They have numerous deer in their neighborhood causing damage to gardens and a hazard for vehicles.

Grover motioned to approve the consent agenda items except for the Class "A" fermented malt beverage license for Lake Country Marina (application was not yet turned in); city claims and minutes from August, accept and place on file committee minutes: Fire District - August; Library board minutes - August & September; Plan commission - August; Ambulance Commission - August; Class "A" fermented malt beverage license for Vick LLC. 2nd by Hight. Carried.

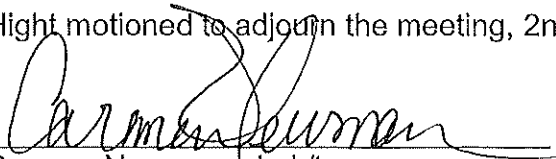
The bids for the water utility well improvements were opened on Thursday, August 24, 2023. The low bid was submitted by Olympic Builders General Contractors. S.E.H. engineering firm's opinion is that Olympic Builders has the required equipment and expertise to perform the work as outlined in the contract specifications. The bid included two alternates for the pumps. The Alternate B, vertical turbine pump, was determined to be the best option for our system. Grover motioned to award the bid to Olympic Builders with alternate B in the amount of \$551,760. 2nd by Hempel. carried.

Ordinance 792A eliminates the quota numbers listed in the code of ordinances for liquor licenses. The "Class B" intoxicated liquor quota is established by the Wisconsin Statutes. The quotas for the remainders licenses are at the discretion of the municipality. Eliminating the quota numbers in the ordinance will enable the council to approve or deny the applications without having to increase the quotas and eliminate the need to update the ordinance any time an additional license is issued. Motion to approve Hight/Grover. Carried.

Mark Eby requested to carry over 55.75 hours of vacation. Mark indicated that he will use the balance of his vacation time by the end of the year. Motion to approve: Bachowski/Grover. Carried.

Jason and Heather Miller requested permission to bow hunt on their residential property at 175 Pinegrove Avenue to help reduce the deer population in their neighborhood. Hight indicated that the DNR has restrictions that would need to be followed and would reduce the area they could legally bow hunt. Hempel asked what would happen if the deer doesn't go down and they have to track the deer. She expressed her concern regarding setting a precedent. Grover asked what type of bow he uses - crossbow or compound. Jason stated that he shoots at a maximum of twenty yards with a compound bow. Grover also was concerned about the houses surrounding the property and asked that they talk to the surrounding neighbors before the council acts on this matter. Hight suggested he get signatures from neighbors. Bachowski agreed that the neighbors' input needs to be taken into consideration before the council acts on the matter. This will be postponed until the October meeting.

Hight motioned to adjourn the meeting, 2nd by Bachowski. Carried.

  
Carmen Newman, clerk/treasurer

Minutes of the City of Chetek Special Common Council Meeting held on Tuesday, September 19, 2023 at 6:00 p.m., 220 Stout Street, Chetek, WI.

The meeting was called to order by Mayor Martin at 6:00 p.m.

Members in attendance: Mayor Martin, Scott Bachowski, Earl Grover, Terry Hight, Thea Hempel

Other in attendance:

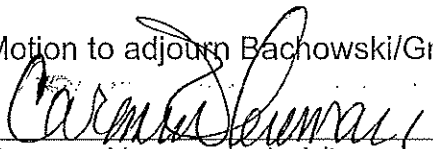
Tia McCarthy, CBS engineer; Dan Knapp

The boat landing project was bid out with Pember Companies, LLC submitting the low bid. The estimated cost of the project is approximately \$75,000 over the original estimate. The bid estimate was done back in January of 2022 and cement and other material costs have increased significantly. Bachowski motioned to award the bid to Pember in the amount of \$164,768. 2nd by Hempel. Carried.

Options for funding the increased cost on the boat landing project were discussed. The Recreational Boating Facilities grant awarded by the DNR was in the amount of \$58,463. We can apply for additional funding but there isn't a guarantee that we will be awarded the additional funding and the money wouldn't be available until after the project is completed. Council discussed using the remaining ARPA funds in the amount of \$25,000 with the remaining cost covered by a capital outlay account. The city can apply and be reimbursed if the grant is awarded. Bachowski motioned to submit an amended Recreational Boating Facility grant application with the DNR. 2nd by Hight. Carried.

Season's Harvest Greenhouse has been working with CBS Squared on a plan to furnish the city with reed plants for the new wastewater treatment plant biosolids treatment facility. Hempel motioned to approve the contract with Season's Harvest Greenhouse as a sole source provider due to default contacts by other known vendors in the existing WWTP original plan outline. 2nd by Hight. Carried.

Motion to adjourn Bachowski/Grover. Carried.

  
\_\_\_\_\_  
Carmen Newman, clerk/treasurer

**Minutes of the Budget committee meeting held on Tuesday, October 3, 2023 at city hall,  
220 Stout Street, Chetek, WI**

Members in attendance: Mayor, Jeff Martin; Thea Hempel; Scott Bachowski  
Also in attendance: Earl Grover, Terry Hight

**A negative quorum of council members are in attendance as noted in the agenda.**

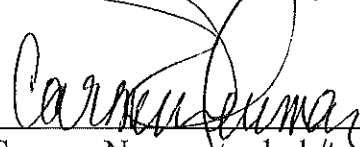
The first draft of the 2024 budget was reviewed. The levy was increased to the maximum allowed at \$1,322,368. This is an increase of \$13,075. The revenues include the additional shared revenues of \$63,000. Wages were computed at a 4% increase across the board and the health insurance increase was estimated at 10%. The legal expense was decreased by \$15,000 based on this year and last year's costs. It is hard to gauge the utility and fuel expenses as last winter's expenses were high due to the heavy snow and fuel/repair costs and increased heating and electricity costs. The biggest issue for 2024 is how to fund an additional full time officer. The cost for the additional full time position is approximately \$103,000. After cutting back the budget for the part time officers, there would still be a deficit of around \$60,000+.

Carmen Newman explained options for funding the additional expense. Council can try to reduce other line items or increase the levy by making a debt adjustment. The negative aspect of using your general fund debt payment to increase your levy is that the following year you need to deduct that adjustment. If your debt is reduced or paid off, you lose that ability to increase the levy. You need to be careful how you use this adjustment.

Council discussed proceeding with a referendum next year. They would want to include not only wages for the additional officer but also anything else that is underfunded. There is no guarantee that the referendum will go through. If the referendum doesn't pass, the council will need to continue to use a debt adjustment to be able to exceed their levy limit.

It will be important to update a 5-10 year capital asset plan to assess funding needs for replacement of infrastructure, building improvements, and equipment.

Council will meet again after receiving the subsidy requests from the fire district and ambulance commission, and the health insurance renewal proposal.

  
\_\_\_\_\_  
Carmen Newman, clerk/treasurer

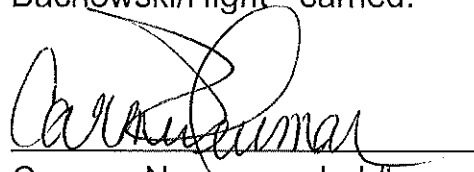
Minutes of the Personnel Committee meeting held on Tuesday, September 26, 2023 at 5:00 p.m. at City Hall, 220 Stout Street, Chetek, WI

Meeting called to order by Mayor Martin at 5:00 p.m. A negative quorum of council members are present as noted in the agenda.

Attendance: Terry Hight, Scott Bachowski, Jeff Martin, Thea Hempel  
Also in attendance: Carmen Newman (clerk/treasurer); Earl Grover

Motion to go into closed session under 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 - interviews for clerk-treasurer position.

Bachowski/Hight - carried.

A handwritten signature in black ink, appearing to read 'Carmen Newman', written over a horizontal line.

Carmen Newman, clerk/treasurer

Minutes of the Personnel Committee meeting held on Tuesday, October 3, 2023 at 6:00 p.m. at City Hall, 220 Stout Street, Chetek, WI

Meeting called to order by Mayor Martin at 5:00 p.m. A negative quorum of council members are present as noted in the agenda.

Attendance: Terry Hight, Scott Bachowski, Jeff Martin, Thea Hempel  
Also in attendance: Carmen Newman (clerk/treasurer); Earl Grover

Motion to go into closed session under 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 - interviews for clerk-treasurer position.

Bachowski/Hight - carried.

Motion to adjourn - Hempel/Bachowski. Carried.

A handwritten signature in black ink, appearing to read 'Carmen Newman', written over a horizontal line.

Carmen Newman, clerk/treasurer.

**Minutes of the Hearing of the Plan Commission of the City of Chetek held on September 21,2023 at 6:00p.m.**

**City of Chetek – Planning Commission Meeting Minutes – September 21,2023.**

A regular meeting of the Planning Commission for the City of Chetek was called to order at 6:00 pm on September 21,2023 by Mayor Jeff Martin.

Roll call for the Planning Commission meeting was taken. Present were Scott Bachowski, Dave Swangim, Shawn Ayers, Mark Etten, Mayor Martin. Absent were Del Wacker & Tim Esselman

Also present was Mark Eby, Planning Commission Secretary, Building Inspector Joe Atwood, Matt Schiltz

Compliance with the open meeting law was verified.

Scott Bachowski made a motion to approve the prior month meeting minutes. 2nd by Mark Etten Motion carried.

**1) Discussion/Action:Approve or not approve land division application in Extraterritorial Zoning District for William Anderson. Creating 4 lots 1.2 acres and 3 acres..**

Joe saw no issues with anything. Dan and Joe did the environmental assessment and all checked out fine. This property is the open field by Six Lakes Resort; the owner William Anderson is looking to develop 3 lots at this time and the 4th lot down the road sometime. This is in the unzoned area in the Town of Chetek. Mark Etten motion to approve Shawn Ayers 2nd motion. motion carried.

Motion to adjourn by Dave Swangim 2nd by Scott Bachowski motion carried meeting adjourned at 6:06pm

Date of the next meeting TBD.

Respectfully Submitted Mark Eby

Form  
AT-106

# Original Alcohol Beverage License Application

FOR CLERKS ONLY	
Municipality	City of Chetek Pd 9/22
License Period	

### License(s) Requested

- Class "A" Beer ..... \$ \_\_\_\_\_
- "Class A" Liquor ..... \$ 300<sup>00</sup>
- Class "B" Beer ..... \$ \_\_\_\_\_
- "Class B" Liquor ..... \$ \_\_\_\_\_
- "Class C" Wine ..... \$ \_\_\_\_\_
- "Class A" Liquor (Cider Only) \$ \_\_\_\_\_
- Reserve "Class B" Liquor \$ \_\_\_\_\_
- "Class B" (Wine Only) Winery \$ \_\_\_\_\_

License Fees	\$ <u>300 -</u>
Publication Fee	\$ <u>15 -</u>
Background Check	\$ _____
<b>Total Fees</b>	<b>\$ <u>315 -</u></b>

### Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship) <u>Vick LLC</u>		
2. Trade Name or DBA <u>Chetek Express</u>		
3. Premises Address <u>612 Dallas St</u>		
4. County <u>Baron</u>	5. Municipality <u>Chetek</u>	6. Aldermanic District <u>4</u>
7. Mailing Address (if different from premises address)		
8. FEIN <u>88-4184440</u>	9. Wisconsin Seller's Permit Number <u>456-1031163012-04</u>	
10. Premises Phone <u>715 925-1049</u>	11. Premises Email	
12. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization		
13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. Alcohol beverages may be sold and stored ONLY on the premises described in this application. Attach additional sheets if necessary. <u>Inside gas station-</u>		

### Part B: Questions

- 1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate .....  Yes     No
- 2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? .....  Yes     No  
If yes, please explain using the space below. Attach additional sheets if necessary.



<b>Part C: For Corporate/LLC Applicants Only</b>		
1. State of Registration	2. Date of Registration	
3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Name of Parent Company	FEIN of Parent Company	
4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please explain using the space below. Attach additional sheets if necessary.		
5. Agent's Last Name <i>Kumar</i>	Agent's First Name <i>Sanjeev</i>	Phone

**Part D: Individual Information**

A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company.

List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

Last Name	First Name	Title	Phone
<i>Kumar</i>	<i>Sanjeev</i>	<i>President</i>	<i>206-313-1111</i>

**Part E: Attestation**

Who must sign this application?

- sole proprietor
- one general partner of a partnership
- one corporate officer
- one managing member of an LLC

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature <i>Sam</i>	Date <i>9/21/23</i>
Name (Last, First, M.I.) <i>KUMAR SANJEEV</i>	
Title <i>owner</i>	Phone <i>206-313-1111</i>

**Part F: For Clerk Use Only**

Date application was filed with clerk <i>9/22/23</i>	Date reported to governing body <i>10/10/23</i>	Date provisional license issued (if applicable)
Date license granted	License number	Date license issued
Signature of Clerk/Deputy Clerk <i>Carmen Kumar</i>		

**CHANGE ORDER NO.: 3A**

Owner:	City of Chetek	Owner's Project No.:	
Engineer:	CBS Squared, Inc.	Engineer's Project No.:	CHETW 19001
Contractor:	Market & Johnson	Contractor's Project No.:	
Project:	Chetek Wastewater Treatment Facility		
Contract Name:			
Date Issued:	10/02/2023	Effective Date of Change Order:	10/10/2023

The Contract is modified as follows upon execution of this Change Order:

<i><b>COR</b></i>	<i><b>Description</b></i>	<i><b>Total</b></i>
<b>COR #08</b>	<b>Construction Bulletin 04</b> – Utility alignment changes to place new utilities under future road east of WWTF.	\$9,243.46
<b>COR #09R</b>	<b>Submittal 22 30 00</b> - Backflow preventors size change from 2" to 3"	\$9,746.67
<b>COR #10</b>	<b>Construction Bulletin 05</b> – Material and size changes on sections of the water main, additional information for yard hydrants, and additional valves on the potable and non-potable water lines within the headworks building. Change to the wastewater sludge force main pipe material due to schedule impacts of specified material.	(\$41,183.07)
<b>COR #11</b>	<b>Submittal 22 30 00-05</b> – Addition of water pressure booster pump in headworks building.	\$5,384.66
<b>COR #13</b>	<b>RFI #63</b> – Credit for eliminating the caulking around precast panel bases & plank seams	(\$7,895.42)
<b>COR #14</b>	<b>Reed Bed Planting Allowance</b> – Credit for eliminating reed bed planting from scope of contract. City pursuing services independently.	(\$100,000.00)
<b>COR #15</b>	<b>Generator Change</b> – Switching from diesel generator to natural gas generator.	\$254,676.80
<b>Total Change Order 03 Increase</b>		<b>\$129,973.10</b>

**Total increase: \$129,973.10**

Attachments: COR08, COR09R, COR10, COR11, COR13, COR14, COR15

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>19,942,000.00</u>	Original Contract Times: Substantial Completion: <u>November 15, 2024</u> Ready for final payment: <u>November 15, 2025</u>
Increase from previously approved Change Orders No. 0 to No. 2: \$ <u>801,820.60</u>	[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 2: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>20,743,820.60</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 15, 2024</u> Ready for final payment: <u>November 15, 2025</u>
Increase this Change Order: \$ <u>129,973.10</u>	[Increase] [Decrease] this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price incorporating this Change Order: \$ <u>20,873,793.70</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>November 15, 2024</u> Ready for final payment: <u>November 15, 2025</u>

<p>Recommended by Engineer (if required)</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p style="text-align: center;">Authorized by Owner</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Accepted by Contractor</p> <p>_____</p> <p>_____</p> <p>_____</p> <p style="text-align: center;">Approved by Funding Agency (if applicable)</p> <p>_____</p> <p>_____</p> <p>_____</p>
---	---

**CHANGE ORDER NO.: 3B**

Owner:	City of Chetek	Owner's Project No.:	
Engineer:	CBS Squared, Inc.	Engineer's Project No.:	CHETW 19001
Contractor:	Market & Johnson	Contractor's Project No.:	
Project:	Chetek Wastewater Treatment Facility		
Contract Name:			
Date Issued:	10/02/2023	Effective Date of Change Order:	10/10/2023

The Contract is modified as follows upon execution of this Change Order:

<i><b>COR</b></i>	<i><b>Description</b></i>	<i><b>Total</b></i>
<b>COR #08</b>	<b>Construction Bulletin 04</b> – Utility alignment changes to place new utilities under future road east of WWTF.	\$9,243.46
<b>COR #09R</b>	<b>Submittal 22 30 00</b> - Backflow preventors size change from 2" to 3"	\$9,746.67
<b>COR #10</b>	<b>Construction Bulletin 05</b> – Material and size changes on sections of the water main, additional information for yard hydrants, and additional valves on the potable and non-potable water lines within the headworks building. Change to the wastewater sludge force main pipe material due to schedule impacts of specified material.	(\$41,183.07)
<b>COR #11</b>	<b>Submittal 22 30 00-05</b> – Addition of water pressure booster pump in headworks building.	\$5,384.66
<b>COR #13</b>	<b>RFI #63</b> – Credit for eliminating the caulking around precast panel bases & plank seams	(\$7,895.42)
<b>COR #14</b>	<b>Reed Bed Planting Allowance</b> – Credit for eliminating reed bed planting from scope of contract. City pursuing services independently.	(\$100,000.00)
<b>Total Change Order 03 Decrease</b>		<b>(\$124,703.70)</b>

**Total Decrease:** (\$124,703.70)

Attachments: COR08, COR09R, COR10, COR11, COR13, COR14

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>19,942,000.00</u>	Original Contract Times: Substantial Completion: <u>November 15, 2024</u> Ready for final payment: <u>November 15, 2025</u>
Increase from previously approved Change Orders No. 0 to No. 2: \$ <u>801,820.60</u>	[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 2: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>20,743,820.60</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 15, 2024</u> Ready for final payment: <u>November 15, 2025</u>
Decrease this Change Order: \$ <u>(124,703.70)</u>	[Increase] [Decrease] this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price incorporating this Change Order: \$ <u>20,619,116.90</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>November 15, 2024</u> Ready for final payment: <u>November 15, 2025</u>

<p>Recommended by Engineer (if required)</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Authorized by Owner</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Accepted by Contractor</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Approved by Funding Agency (if applicable)</p> <p>_____</p> <p>_____</p> <p>_____</p>
---	---

Employee Number	Name	Pay Code	Title	Remaining Hours	Calculated Hours	Total Hours	Carry Over Limit	Hours Exceeded	Hours Accrued
<del>10001</del>	<del>Newman, Carmen J.</del>	5-00	<del>SICK PAY</del>	<del>1,500.00</del>	<del>4.00</del>	<del>1,504.00</del>	<del>1,440.00</del>	<del>64.00</del>	<del>4.00</del>
<del>10100</del>	<del>Koehn, David J.</del>	5-00	<del>SICK PAY</del>	<del>1,500.00</del>	<del>4.00</del>	<del>1,504.00</del>	<del>1,440.00</del>	<del>64.00</del>	<del>4.00</del>
10510	Larson, Jessica R.	4-00	VACATION PAY	272.00	210.00	482.00	420.00	62.00	148.00

Report Criteria:  
Employee.Employee number = 10001

Employee Number	Name	Pay Code	Pay Code Title	Rate No	Rate Desc	Hours Beg Bal	Hours Accrued	Hours Used	Hours Remain	Hourly Rate	Liability Amount	Msg
10001	Newman, Carmen J.	4-00	VACATION	120	V00	283.00	.00	.00	283.00	35.6212	10,080.80	
		5-00	SICK PAY	200	SIC	1,536.00	.00	.00	1,536.00	35.6212	54,714.16	
		6-00	COMP TIME	300	CT	.00	.00	.00	.00	35.6212	.00	
		8-00	HOLIDAY	400	HP	.00	.00	.00	.00	35.6212	.00	
		9-00	PTO	402	PTO	.00	.00	.00	.00	35.6212	.00	
Grand Totals:												
		4-00	VACATION			283.00	.00	.00	283.00		10,080.80	
		5-00	SICK PAY			1,536.00	.00	.00	1,536.00		54,714.16	
		6-00	COMP TIME			.00	.00	.00	.00		.00	
		8-00	HOLIDAY			.00	.00	.00	.00		.00	
		9-00	PTO			.00	.00	.00	.00		.00	
											64,794.96	

43 over.

## Storage and Equipment Site Lease Agreement

THIS AGREEMENT is made and entered into this 10th day of October, 2023, by and between the City of Chetek, a municipal corporation, (Lessor) and Crescent Landscape Supply and Olynick Transit Inc, (Lessee).

### WITNESSETH

The Lessor hereby leases unto Lessee, upon the conditions hereinafter set forth certain lands as hereinafter described for the purpose of parking equipment and associated vehicles, and delivery, storage, and processing of yard waste which will be processed for compost.

Lessor covenants that it is the owner of the entire fee simple estate in and to the following described property, to-wit:

A two acre parcel of land of the parcel described as: Plat 15-4 THE W 400 FT of SW-SE UNPLATTED - parcel number 211-8022-22-000.

The Lessor hereby agrees to lease unto the Lessee, the hereinabove described property (hereinafter referred to as the "leased premises") in accordance with the terms and conditions of this lease agreement.

### RENTAL

The Lessee will pay unto the Lessor the sum of one dollar (\$1.00) per day (\$365 annual) as rent for and in consideration of the execution and delivery of this lease agreement, in advance and representing consideration for the one year term referenced hereinafter, the receipt of which is hereby acknowledged.

### TERM

The term of this lease agreement is for a period of Twelve (12) months, commencing on December 1, 2023 and expiring on November 30, 2024.

### TERM EXTENSIONS

This lease may be extended upon the mutual agreement of the Lessor and Lessee.

### TERMINATION

This lease agreement may be terminated by Lessor upon a thirty (30) day written notice (delivered by certified mail to the respective address set forth herein) for the breach of any conditions of this lease agreement /or/ by either party for any reason after a ninety (90) day written notice (delivered by certified mail to the respective address set forth herein). Any personal property of the Lessee remaining after expiration or termination may be removed by



Lessor and Lessee agrees to reimburse Lessor for the costs of such removal, handling, storage and/or disposal of Lessee's personal property. Prepaid rentals, less costs incurred by Lessor to facilitate the removal, handling, storage and/or disposal of Lessee's personal property, to the date of removal of Lessee's personal property from the leased premises, will be prorated and refunded to the Lessee by Lessor within sixty (60) days after the removal of all of the Lessee's personal property to the address of Lessee as set forth hereinafter. Should Crescent Landscape Supply and Olynick Transit Inc. breach this agreement, there shall be no refund of prepaid rentals.

## **TAXES**

Lessee shall be responsible for all personal property taxes related to the equipment stored on the Leased Premises, if any. Should the property become subject to real estate taxes due to the property being leased, Crescent Landscape Supply and Olynick Transit Inc. shall be responsible for any potential real estate taxes.

## **USE OF AND AUTHORIZED ACCESS TO LEASEHOLD**

The Lessee is authorized under the terms of this agreement to use the leased premises solely for the temporary storage of yard waste and compost material. The Lessee is hereby authorized to enter upon the leased premises with such employees, representatives and agents, together with such vehicles, machinery and equipment as may be determined necessary by Lessee to exercise the rights granted under the terms of this lease agreement.

Lessee agrees not to make use of the leased premises for purposes other than as specified herein and that are customarily employed in the conduct of its business, or to allow any other party to make use of the premises whatsoever.

## **PERMITS, AUTHORIZATIONS AND APPROVAL FOR THE SITE USE**

Lessee will comply with all orders, rules and regulations, laws, permit requirements and jurisdictional authorizations applicable to the specific activities of Lessee contemplated by this lease agreement. The Lessee agrees to indemnify and hold harmless the Lessor from any actions, claims, damages, liabilities or penalties arising by the violation of any of the foregoing by the Lessee.

## **SITE MANAGEMENT**

Lessee will be responsible for all matters pertaining to site management during the term of this lease agreement and will keep and maintain the leased premises in a good state of repair and in a safe, secure, neat and orderly condition.

## **RESTORATION**

Lessee will, upon the expiration or termination of this lease agreement, remove or cause to be removed all of Lessee's materials, vehicles, tools, machinery, equipment and any debris from the leased premises and Lessee will restore the leased premises to its pre-existing condition, ordinary wear and tear excepted.

## **ASSIGNMENT AND SUBLEASE**

This lease agreement may not be assigned, sublet, transferred or apportioned by Lessee without the prior and express written consent of Lessor.

## **INDEMNIFICATION REGARDING LESSEE PERSONAL PROPERTY**

Additionally, Lessee agrees to defend, indemnify and hold harmless Lessor, its employees, and agents from and against any and all claims, lawsuits, losses, liabilities, penalties, damages, claims, judgments, costs and expenses, including without limitation attorneys' fees, whatsoever arising out of any use of the leased premises or based upon any act or omission on the part of Lessee or its subcontractors, employees, agents, customers, and invitees, in relation thereto. Lessor shall not be liable, in any manner, shape or form for any injury or damage to any person or persons or property in or upon leased premises, while the leased premises are in the possession of Lessee, its successors, and assigns. Lessee agrees to defend and hold Lessor harmless against all costs, expenses, liabilities, losses, fines, penalties, claims and demands, arising out of any violation or act of default of Lessee in the conditions and covenants of this lease, or arising out of environmental issues of any nature whatsoever related to Lessee's use of the leased premises.

## **INSURANCE**

Lessee acknowledges and agrees that it will be its sole responsibility to provide insurance coverage with respect to liability exposure, pertaining to its use of the leased premises, including personal property maintained thereon. The Lessee will obtain and maintain in full force during the term of this lease agreement commercial general liability insurance with minimum limits of \$1,000,000 bodily injury and \$1,000,000 property damage. The policy or policies will cover Lessee for the acts and/or omissions of its employees, agents, invitees, contractors, representatives, and those under its control, if any, associated with the leased premises. Lessee will also obtain and maintain in full force and effect business auto liability insurance, covering all vehicles and equipment used by Lessee or its employees, with a minimum combined single limit of \$1,000,000 for bodily injury and property damage.

Lessee shall include Lessor as "additional insured" on its commercial general liability policy with respect to liability arising out of operations performed by the Lessee. Such insurance afforded to Lessor as "additional insured" under Lessee's policies shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by the Lessor.

