

VILLAGE OF WHEELER SEPTEMBER 4, 2024 VILLAGE BOARD MEETING

AGENDA

CALL TO ORDER

ATTENDANCE

PROOF OF POSTING

APPROVAL OF AUGUST MINUTES

REPORTS

CBS2 MEETING 8/21/2024

PRESIDENT

TREASURER

CLERK

PUBLIC WORKS

ENFORCEMENT

OLD BUSINESS:

WEST RIVER BLVD

CONTAINER STORAGE

ELECTION PARTISAN PRIMARY

LEASE

BIDS FOR BUILDING

GAS ESTIMATE

NEW BUSINESS

OPERATORS LICENSE GARY DEMOTTS

NAMING BALLFIELD/PARK

Notice to Citizens: Due to requirements contained in the Wisconsin Open Meetings Law, only those matters placed on this Agenda may be considered by the Village Council. The public is invited to speak on matters officially noticed on this Agenda only. If any member of the public desires that the Village Council consider a matter of interest or concern, he or she shall send the request by mail, place in the drop box or deliver to the Village Clerk's Office at least 7 business days before a regularly scheduled meeting. Requests must be submitted on a form provided by the Clerk's office. No decisions will be made on items not properly noticed on this Agenda. Please note: There will be a

time for public comments at the end of each meeting; no action will be taken on public comments. Posted at the following locations: Bridge Stop II LLC., United States Post Office, and the Village of Wheeler Hall on May 31, 2024

Village of Wheeler Board Meeting Minutes August 7, 2024

Called to Order 6:29 by President Hakanson.

Attendance: President Hakanson, Trustee Milune, Trustee Ryan Present

Proof Of Posting: Clerk Knutson meeting posted at the Village Hall, Post Office, Bridge Stop and on-line

Recognize those in attendance: Leanette Marten, Tony Stambaugh (Bobcat Plus), Doreen Olson (Mission Restoring Hope), Sheila Hegeman (Mission Restoring Hope), Brian Lorenz, Employees: John Williams, Don Knutson.

Approval of July Minutes: Motion by Trustee Milune second by Trustee Marten to approve the minutes from the July Meeting Motion carried.

Reports:

President: Announced the Village of Wheeler was awarded the USDA loan/grant, DG Permit has been issued after work was stopped for not having a permit. Awarded a certificate of appreciation to the Wheeler community action club (**Motion to support this certificate President Hakanson second Trustee Milune Motion Carried.**)

Treasurers: Motion to approve President Hakanson, Second Trustee Ryan motion carried

Clerk Report: (See attached) additions Request from the Boyceville Baseball Association to use the ballfield next year- President Hakanson asked if Boyceville is still using the portable fence)

Public Works: None

Enforcement: 2 citations given, 1 warning, 1 court case.

Building Inspector: See attached)

Old Business:

West River Blvd Tabled

Container Storage Tabled

Faux stone tabled

Bobcat Tractor: **Motion by Trustee Ryan to purchase the Bobcat tractor for \$47,952.24 second Trustee Milune Motion Carried**

USDA Approval Loan/Grant approval notification of award

Water=Loan \$648,000.00 Grant \$884,000.00 CDBG Grant 1,000,000.00 Total Project \$2,532,000.00

Sewer=Loan \$741,000.00 grant \$1,265,000.00 CDBG grant \$500,000.00 applicant fund \$27,000.00 Total Project \$2,533,000.00

Loans 2.375% 40 years annual payments \$25,279.00 Sewer \$28,907.00

New Business:

Motion to Rent the East side of the Village Hall to Mission Restoring Hope as a collection center starting Oct 1st \$500.00 a month electricity and water included by Trustee Milune second Trustee Marten Motion carried.

The clerk has given permission to change meeting posting sites to Village Hall, Post Office and Village Web Site.

Calendar Posted

Election Public Test Friday Aug 9, 2024, at the Village Hall at 2 p.m.

Village Hall Rented Aug 10

Pavilion Rented Aug 17, 2024

Election Aug 13, 2024

Don Out of the Office Aug 29 and the Afternoon of Aug 30, 2024

Next Meeting September 4, 2024, 6:30

Other Business:

Communication from Brian Lorentz regarding possibly naming the park Nooney Park, and the Ballfield Stephen Lehman Field. Only a suggestion no action allowed at this meeting.

Motion to Adjourn by President Hakanson second Trustee Marten Motion carried meeting adjourned at 7:19

Respectfully Submitted

Donald R. Knutson Clerk

MEETING WITH TYLER FROM CBS2 RAND, ROB, DON, 8/21/2024 5 PM PHONE MEETING

Information

Well drilling price is still being guaranteed from last November.

USDA has given the Village soft permission to start

CBS2 recommended full approval is only a couple of weeks away and recommends waiting till fully approved

Rand will prep the site so well drilling rig can safely set up.

Drill Test well as soon as final approval and site prepped

#1 Plans for final well and pump

Talk to Ehlers about getting PSC involved in rate study

#2 Lift Station

Canadian National Right of way easement the Village may have to call to expedite this Tyler will get us some contacts along with Rand

Once right of way secured start working on the lift station

#3 SCADA vendors and Plans

#4 Treatment Plant plan for 2025 seepage cell approval monitoring wells testing

#5 H2O building at the water tower repair/replace

Dunn County

Dunn County, 3001 US Highway 12
East Suite 225, Menomonie, WI
54751
Village of Wheeler
Treasurer
105 W Tower Road, PO Box 16
Wheeler WI 54772

Payment advice

Document / Date
2000078291 / 08/20/2024
Our accounting clerk

Telephone

Fax

Your account with us
1110001527

Attention: Village of Wheeler

We have settled the items listed below with bank transfer number 2000078291, subject to the goods and services supplied and the invoice being in order.

Dunn County

Document	Invoice Number	Date	Deductions	Gross amount
1900107394	AUG SETTLEMENT Aug Settlement for Tax Year 2023	08/20/2024	0.00	26,296.56
Sum total			0.00	26,296.56

Payment document: **2000078291** Date: **08/20/2024** Currency: **USD** Payment amount: *******26,296.56***

Telephone: (715) 232-2429 | Fax: (715) 232-1324
3001 US Highway 12 East Suite 225, Menomonie, WI 54751

August 2024 Treasurers Report

Check	Date	ACCT	Check/Deposit/DESCCRPTION	Credit	Debit
31774	20-Aug		VOID		\$ 440.00
	5-Aug	GENERAL	BANK CARD SETTELMENT	\$ 293.18	
31744	6-Aug	GENERAL	COMMUNITY CODE SERVICE/SERVICE DOGS		\$ 198.75
71745	6-Aug	GENERAL	CRAEMER CONSULTING IT		\$ 90.00
31746	6-Aug	GENERAL	HUEBSCH RUGS		\$ 63.39
31746	6-Aug	WITHOLDIN	2018 WITHHOLDING		\$ 2,359.01
31748	6-Aug	ELECTION	TRIBUNE PRESS REPORTER TESTING		\$ 105.00
31749	6-Aug	GENERAL	WATER AND SEWER VIL HALL BALL PARK		\$ 126.16
	7-Aug	GENERAL	BANK CARD SETTELMENT	\$ 85.00	
31750	7-Aug	WATER	CTL TESTING		\$ 461.50
31751	7-Aug	MULTIPLE	INSURANCE		\$ 5,668.00
6-Dec	7-Aug	MULTIPLE	XCEL ELECTRICITY		\$ 1,805.69
31753	8-Aug	W&S	DIGGERS HOTLINE LOCATE		\$ 5.22
	9-Aug	GENERAL	BANK CARD SETTELMENT	\$ 145.99	
	12-Aug	GENERAL	BANK CARD SETTELMENT	\$ 72.70	
	14-Aug	GENERAL	BANK CARD SETTELMENT	\$ 73.88	
CC	14-Aug	ELECTION	ROADHOUSE 25		\$ 127.48
	15-Aug	GENERAL	BANK CARD SETTELMENT	\$ 531.04	
31754	15-Aug	PAYROLL	RAND BATES		\$ 949.38
31755	15-Aug	PAYROLL	DON KNUTSON		\$ 1,629.96
31756	15-Aug	PAYROLL	JOHN WILLIAMS		\$ 78.50
31757	15-Aug	ELECTION	ANN ANDERSON ELECTION/TRAINING		\$ 222.22
31758	15-Aug	SEW	B&M TECH SERVICE		\$ 2,607.50
31759	15-Aug	PARK	BADGER STATE ELECTRIC BALL FIELD REPAIR		\$ 2,022.01
31760	15-Aug	WATER	CBS2		\$ 3,114.71
31761	15-Aug	GENERAL	DON KNUTSON MADE CHANGE REIMBURSED		\$ 21.00
31762	15-Aug	ELECTION	GINA WILLIAMS ELECTION/TRAINING		\$ 222.22
31763	15-Aug	ELECTION	LARRY ALLEN ELECTION		\$ 180.00
31764	15-Aug	GENERAL	RANDY DULIN JUNE,JULY,AUG		\$ 1,200.00
	16-Aug	GENERAL	DEP	\$ 2,703.64	
	16-Aug	GENERAL	BANK CARD SETTELMENT	\$ 79.41	
31765	16-Aug	PARKS	BPBCAT PRO HAULING MULCH		\$ 140.00
31766	16-Aug	PARKS	BRIDGESTOP		\$ 108.71
31767	16-Aug	PARKS	H & H PLUMBING HOT WATER HEATER TROUBLESHOOT		\$ 139.70
	19-Aug	GENERAL	BANK CARD SETTELMENT	\$ 150.06	
CC	19-Aug	GENERAL	SPECTRUM INT		\$ 124.47
CC	19-Aug	GENERAL	SPECTRUM PHONE		\$ 134.98
ETF	19-Aug	GENERAL	WDOR		\$ 10.00
31768	19-Aug	PARK	AMANDA ROTHER RETURN DEPOSIT		\$ 50.00
31769	19-Aug	PARK	LOIS AASEN RETURN DEPOSIT		\$ 50.00
31770	19-Aug	ELECTION	MENARDS UPDATE ELECTION TABLE		\$ 75.82

	31771	20-Aug	PARKS	BRIDGESTOP GAS		\$	10.54
	31772	20-Aug	ELECTION	COMMAND CENTRAL ELECTION SUPPLY		\$	80.65
	31773	20-Aug	GENERAL	PLUNKETTS PEST CONTROL SPRAY BUILDING		\$	131.65
	31775	20-Aug	GENERAL	STEAM TEAM		\$	220.00
		21-Aug	GENERAL	BANK CARD SETTELMENT	\$	343.42	
		21-Aug	GENERAL	COUNTY OF DUNN	\$	26,296.56	
		22-Aug	GENERAL	DEP	\$	2,361.74	
		22-Aug	GENERAL	E CHECK	\$	137.74	
		22-Aug	GENERAL	BANK CARD SETTELMENT	\$	640.51	
CC		22-Aug	GENERAL	SPECTRUM PHONE		\$	87.82
	31776	22-Aug	SEW	HAWKINS CHEMICAL		\$	1,041.18
		26-Aug	GENERAL	BANK CARD SETTELMENT	\$	121.32	
	31777	23-Aug	WATER	BRIDGE STOP BEE SPRAY		\$	16.05
	31778	23-Aug	GENERAL	WI DOR BUSINESS LIC		\$	10.00
	31782	26-Aug	GENERAL	BAKKE NORMAN (RAMBO)		\$	900.00
	31783	26-Aug	GENERAL	MENARDS PAINT		\$	132.86
		26-Aug	GENERAL	BANK CARD SETTELMENT	\$	169.78	
		26-Aug	GENERAL	BANK CARD SETTELMENT	\$	173.89	
		26-Aug	GENERAL	BANK CARD SETTELMENT	\$	560.41	
		26-Aug	PARKS	CC SKYPOINT		\$	15.00
		26-Aug	PARKS	CC SKYPOINT		\$	15.00
		26-Aug	PARKS	CC SKYPOINT		\$	0.15
		26-Aug	PARKS	CC SKYPOINT		\$	0.15
		27-Aug	GENERAL	E CHECK	\$	273.07	
		28-Aug	GENERAL	BANK CARD SETTELMENT	\$	200.88	
CC		28-Aug	GENERAL	USPS STAMPS		\$	146.00
	31779	29-Aug	PAYROLL	RAND BATES		\$	1,782.74
	31780	29-Aug	PAYROLL	RON BRANTNER		\$	66.50
	31781	29-Aug	PAYROLL	DON KNUTSON		\$	1,436.98
		29-Aug	GENERAL	DEP	\$	1,961.79	
		30-Aug	general	INTEREST	\$	277.06	
elc		30-Aug	general	ETF REMIT 4976000		\$	1,795.59
				AUGUST TOTALS	\$	37,653.07	\$ 32,420.24
Bank Accts as of 9/3/2024							Balance
	799			Community Action Club		\$	33,521.95
	464			General account		\$	170,958.01
	863			equip replacement		\$	1,936.62
	99			Water Reserve acct 2004		\$	3,784.57
	96			Water Reserve Loan		\$	58.24
	69			Bond Series 2004		\$	1,898.93
	63			Machinery Equip Outlay		\$	102.25
	88			Industrial sand donation		\$	62,617.37
	15			Industrial Sand donation		\$	55,869.62
	88			Equip Repl Fund		\$	3,187.13

	Total	\$ 333,934.69
98	well loan AVAILABLE	\$ 99,566.78
84	municipal loan BALANCE	\$ 150,000.00

September 2024 Clerk Report

- Jeff Cormell has left Bakke Norman; we have a choice of Tim O'Brien from Bakke Norman staying with Jeff Cormell at Weld Riley Pren or Ritchie or choosing another lawyer for our litigations we are involved in.
- Properties were reassessed by Randy Dulin after the State of Wisconsin notified him the Village of Wheeler was out of compliance with our assessments 2023 equalized value 13,960,000.00 2024 15,772,000.00 13% increase
- Ehlers has a budget in Eau Claire on Wed Oct 2 no cost to attend.
- Lines were painted to start being ADA compliant
-

From: Ehlers <editor@ehlers-inc.com>
Sent: Friday, August 30, 2024 9:07 AM
To: office@wheeler-wi.com
Subject: 2024 Ehlers' WI Levy Limit Workshops - Registration Open!

Having trouble viewing this email? [Click here](#)



Building Communities.
It's what we do.



August 30, 2024

Dear Clients, Colleagues & Communities,

Fall is just around the corner and that means budget preparation season is well underway. We understand many of you have questions relative to correctly calculating your allowable levy under state imposed limits. To help you prepare, we're happy to host Ehlers' 2024 Levy Limit Workshop.

Please reserve your spot today! There is no fee to attend. Simply select the link for the date and location of the workshop that's most convenient for you and complete the registration form by September 24, 2024.

	Tuesday, October 1	Wednesday, October 2	Thursday, October 3
10:00am - 12:00pm	Janesville	New Berlin	

From: "Paul H. Mahler" <PMahler@bakkenorman.com>
Subject: River Blvd
Date: Sun, August 18, 2024 11:44 am
To: "Clerk/Treasurer Village of Wheeler" <office@vi.wheeler.wi.gov>

Hello Don

As a follow up to our conversation regarding River Blvd, I again looked through the information you provided. I don't see any indication that River Blvd is a public road and believe you indicated that you have not found anything in the Village records showing a dedication and acceptance of the road. From my review, the only documented access to the land at 815 and 607 is the 16.5 foot access easement depicted on the various CSMs. Clearly from the photos this access easement is currently not being used as the access to these lots. The access being across the large Lot 1 of CSM 473. I see no documentation that a private easement or public dedication was ever done. The road does not appear to be up to typical road standards for a Village. The current situation, in my opinion, will impact the salability of 815, 607 and Lot 1. The current road needs to be documented as a private drive/road with a recorded easement or should be improved and dedicated to the Village. If an easement is created it could be crafted in a way to allow for future development of Lot 1 and dedication at the time of development. Let me know if you have any new information on this situation.

Paul

Paul H. Mahler
Attorney

Bakke Norman, S.C.

Phone: 715.246.3800

Direct: 715.888.1012
Fax: 815.927.0411

www.bakkenorman.com

-

*Our Menomonie office has moved!

We are now located at 700 Wolske Bay Rd., Suite 275

BAKKE  **NORMAN**

Attorneys at Law

This communication and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you are not the named addressee you are not authorized to print, save, record, copy, share or distribute this communication or any information contained in it. If you have received this communication in error please notify the sender by replying to this email.

Attachments:

untitled-[1.1].plain	
Size:	2 k
Type:	text/plain
image001.jpg	
Size:	27 k
Type:	image/jpeg
Info:	image001.jpg

From: "Alan Harvey" <alanjharvey@gmail.com>
Subject: Re:
Date: Fri, August 30, 2024 8:36 am
To: office@vi.wheeler.wi.gov

Don, we haven't forgotten about this -- we'll be in touch. Things have been extremely busy pre-Labor Day weekend.

Thanks, Alan

On Tue, Aug 27, 2024 at 9:07 AM Clerk/Treasurer Village of Wheeler <office@vi.wheeler.wi.gov> wrote:

Alan

I was wondering how the progress on 2 ordinance changes I asked about:

1. Metal Shipping Containers for Storage

allowed to be set on gravel, concrete, blacktop etc, maintained and kept painted

2. Removal of unoccupied trailer/mobile homes after a set period of time

Also our building inspector and his licensing authority advised some of our HUD building codes needed updating (Josh Melstrom/Melstrom Inspections jmelstrominspect@gmail.com)

If you could reply to me before next Wed for our next board meeting it would be appreciated. Thank You!

PS your voicemail is full just an fyi.

Donald R. Knutson
Clerk Treasurer
105 W. Tower Rd PO Box 16
Village of Wheeler WI 54772
715-632-2449

Attachments:

untitled-[1].plain	
Size:	1 k
Type:	text/plain



DUNN COUNTY, WI UNOFFICIAL RESULTS - August 13, 2024 Partisan Primary

Main table with columns for Precinct, Reporting Units, Total Voters, Provisional Ballots, and various race categories including US Senate, Rep in Congress, State Assembly, County Clerk, and Sheriff.

Unofficial Results

Page 1 of 1

Total Requested Votes

25,535

355

Unofficial Results

Page 1 of 1

Total Requested Votes

25,535

355

Unofficial Results

Page 1 of 1

Total Requested Votes

25,535

355

Unofficial Results

Page 1 of 1

Total Requested Votes

25,535

355

Unofficial Results

Page 1 of 1

Total Requested Votes

25,535

355

Unofficial Results

Page 1 of 1

Total Requested Votes

25,535

355

LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into as of the 3rd day of September, 2024 ("Effective Date"), by and between Village of Wheeler ("Lessor"), a Wisconsin municipal corporation, and Mission Restoring Hope Incorporated, a Wisconsin Non-stock corporation ("Lessee"). Under this Agreement, Lessor and Lessee are referred to collectively as the "Parties".

RECITALS

WHEREAS, Lessee desires to lease space located in the Wheeler Village Hall described as the easterly quarter of the Village Hall containing approximately 450 sq. ft together with the use of the adjoining hallway (the "Leased Space");

NOW, THEREFORE, in consideration of forgoing recitals, the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

AGREEMENT

1. **Lease.** Lessor grants to Lessee a leasehold interest in the Leased Space, and leases the Leased Space from Lessor for the Term for use by Lessee as office and meeting space for Lessee's business under the terms and conditions of the Agreement.

2. **Terms of Utilizing the Leased Space.**

2.1 **General.** Lessee shall conform to Lessor's policies and rules regarding the operation of the property and Lessee's use of the Leased Space. As Lessee shall be sharing portions of the building with the Village municipal offices containing confidential information Lessee and its staff shall, if requested, sign confidentiality agreements to address the event they come in contact with such confidential information.

2.2 **Use.** Lessee shall use the Leased Space only for office and meeting space for Lessee's business consistent with providing services to its clients. Lessee, including its staff and invitees shall always conduct themselves in a professional manner while on the property. Lessee shall maintain the Leased Space in a good and clean condition throughout the Term. Upon termination of this lease, Lessee shall return the Lease Space to Lessor in broom clean condition and in good order and repair.

2.3 **Rent.** Lessee shall pay to Lessor, at the address shown in Section 7 of this Agreement, monthly rent in the amount of \$500.00 ("Rent"). The Rent amount includes the cost of electricity, heat, water/sewer. Payment of Rent is due on the first day of each month and will be considered late if not received by the fifth (5th) of each month. Interest shall accrue on any delinquent Rent at the rate of ten percent (10%) per annum, simple interest. Lessee shall be responsible for its own janitorial services and light maintenance.

2.4 **Term.** The term of this Agreement shall commence on October 1, 2024 (the "Effective Date") and shall continue until September, 2025 (the "Term") unless terminated earlier as provided in this Agreement.

2.5 **Included Personal Property.** Built-in property in the Leased Space will be available for Lessee to utilize. Lessee shall maintain all items in good condition, repair and return them in substantially the same condition as that of the Effective Date. Lessee shall

Commented [A1]: Not sure if this section is needed or if they will be using other types of property i.e. tables, chairs etc.

not paint or make alterations to the Leased Space or personal property without prior consent of Lessor.

2.6 Internet/ Phone. Lessee is responsible for obtaining and setting up its own internet and phone service subject to Lessors' written approval. Lessee will not have access to Lessor's internet or phone infrastructure.

2.7 Signage. Lessee may place a sign identifying its Leased Space on the door of the building. Any other signage, display, or advertising Lessee desires to erect in the Leased Space or on the property is subject to approval by Lessor. Lessee shall promptly remove all signage upon termination of this Agreement.

2.8 Access. Lessee will receive a key to enter the building and for the Leased Space. Lessee agrees to lock the Leased Space and building door(s) upon leaving the Leased Space, if there are no other occupants in the building at the time of leaving.

2.9 Common Space. Lessee and its clients will have access to the bathroom(s) in the building. Lessee and its clients are not allowed to access those areas in the building occupied by Lessor. Lessee may use those trash and recycling bins located outside the building for trash and recycling associated with its business conducted in the Leased Space.

2.10 Parking. Lessee and its clients may utilize the parking lot. Street parking is also available for Lessee and its clients to utilize, consistent with Village rules and regulations.

2.11 Confidentiality. Lessee acknowledges that the Village municipal offices will be occupying the remainder of the building. Lessee understands and acknowledges that certain materials contained in the Villages offices may contain confidential information whether on paper, digital or in any other form. Lessee agrees that any such confidential information which it may come in contact with will be kept totally confidential and will not be disclosed, in whole or in part, to any person. If for any reason Lessee deems that disclosure is required, it will advise Lessor and seek written permission to allow access to specific information. This Agreement to hold information totally confidential and to refrain from disclosure to third parties applies during the Term of this Agreement and continues, without limitation, after the Term has ended.

Commented [A2]: Depending on the use you may want them to obtain their own garbage service.

3. Insurance. Lessee shall maintain commercial general liability insurance against property loss and bodily injury arising from the acts or negligence of Lessee, its agents, employees or invitees in and around the property, naming Lessor as an additional insured. Lessee is responsible for its own equipment and products. Lessee specifically acknowledges that Lessor is not responsible for theft or damage of any of Lessee's property. Lessee may acquire any personal property insurance it desires at its cost.

4. Default and Remedies. If Lessee defaults in the payment of rent, or breaches any of the covenants and agreements herein contained after five (5) days written notice with no cure of the default for payment of rent; or thirty (30) days written notice with no cure of non-monetary default, or shall file a petition in bankruptcy or have an involuntary petition in bankruptcy filed against it, or make or cause to be filed against it any type of insolvency proceeding or make an assignment for the benefit of creditors, Lessor has the right to declare this lease to be terminated and the Term ended, and may reenter the Leased Space and expel Lessee, using such force as may be necessary, without prejudice to any remedies which Lessor may have to collect arrears of rent. Lessor shall be entitled to attorney's fees and all costs of collection in enforcing the terms of this Agreement.

5. Limitation of Liability. NEITHER Lessee NOR Lessor SHALL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES ARISING OUT OF THIS AGREEMENT.

prepared, wholly or in substantial part, by or on behalf of one of the Parties. The Parties acknowledge their respective abilities to delete, add, or modify the terms or provisions of this Agreement.

8.8 This Agreement shall not be construed as creating a partnership, joint venture or other business relationship with Lessor d other than that as Lessor and Lessee as set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last set forth below.

Dated: _____

Dated: _____

Village of Wheeler

Mission Restoring Hope Incorporated

By: _____
Rob Hakanson, Village President

By: _____

6. Indemnification. Lessee agrees to indemnify, defend and hold Lessor, and the property, harmless from all claims, liability, loss, damage, or expense resulting from or rising out of, Lessee's occupation and use of the Leased Space excluding any claims arising out of the gross negligence of Lessor.

7. Notices. Any and all notices or other communications required/permitted under this Agreement or by law to be served on or given to either party by the other party, shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed or in lieu of such personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

If to Lessee: Mission Restoring Hope
1002 Main Street
Boyceville, WI 54725

If to Lessor: Village of Wheeler
Attn: Village Clerk
105 W. Tower Rd
Wheeler, WI 54772

8. Miscellaneous.

8.1 Except as otherwise expressly provided in this Agreement, the provisions hereof shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties hereto. Provided, however, Lessee shall not assign this Agreement or sublease any space without the prior written consent of Lessor.

8.2 Time is of the essence in connection with all provisions of this Agreement.

8.3 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. Any litigation or arbitration between the Parties shall be conducted exclusively in the State of Wisconsin.

8.4 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8.5 The failure of either party hereto to enforce any right under this Agreement shall not be construed to be a waiver of that right, or of damages caused thereby or of any other rights under this Agreement.

8.6 This Agreement contains the entire agreement between the Parties and supersedes and/or replaces any prior contracts or agreements between the Parties. The terms of this Agreement may be modified only in a written instrument signed by Lessor and Lessee. If any part of this Agreement is held invalid, for any reason, then the remainder of the Agreement shall not be affected and shall be enforced to the fullest extent permitted by law.

8.7 The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and not strictly for or against either party, and the construction of its various provisions shall be unaffected by any argument or claim that it has been



ESTIMATE

N10631 330th St
Boyceville, Wi 54725
(715)-308-6163

Village of Wheeler
105 tower Rd
Wheeler, WI 54772

Description	Amount
Tear off Existing Shingles	\$15,000.00
Examine roof decking (Replace if needed) \$75 Per Sheet	
Install new ice and water, underlayment	
Install new drip edge	
Install new accessories	
Install new Owens Corning shingles	
Install new ridge venting	
Install new ridge cap	
Clean up and haul away	
Tear off Siding 36 inches from the bottom of building	\$6,500.00
Install vapor barrier if needed	
Install a new wainscot	
Total	\$21,500.00

Make all checks payable to Hometown Exteriors LLC
Payment to start project is half-down. The remaining balance is due upon completion.
Contact: Jordan Pellett | (715)-308-6163 | wi.hometownexteriors@gmail.com

Thank you for your business!

Logslett Heating and Cooling

2844 State Rd 40
Colfax, WI 54730 USA
logslett heating@gmail.com

Estimate

ADDRESS
Village of Wheeler
105 Tower Rd W
Wheeler, WI 54772
United States

ESTIMATE 1059
DATE 08/26/2024

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	System Install	1	1,040.00	1,040.00
	Convert hanging unit in shed. Run gas pipe along outside of building from meter to hanging unit.			
	System Install	1	540.00	540.00
	Convert unit in storm shelter and use existing gas pipe to hook to meter			
Contact Logslett Heating and Cooling to pay.	SUBTOTAL			1,580.00
	TAX			0.00
	TOTAL			\$1,580.00

Accepted By

Accepted Date

RCV Amount - Insurance Claim Work Authorization - This is NOT a Finalized Estimate Amount - Price is to be Supplemented

PRELIMINARY INSURANCE AGREEMENT (NOT FINAL INVOICE)

Affordable Exteriors Inc
3120 Schneider Ave SE,
Unit 1A
Menomonie, WI 54751
(715) 495-8412

Sales Representative
Samantha Caress
(715) 688-9710
caresss6465@gmail.com



**Village of Wheeler Town Hall
105 Tower Rd. W
Wheeler, WI 54772**

Estimate # 2601
Date 6/24/2024

RCV Amount - Insurance Claim Work Authorization - This is NOT a Finalized Estimate Amount - RCV - Price/Work to be Supplemented

Item	Description	Unit of Measure	Qty	Price	Amount
Shingle ReRoof	Tear the existing roof down to the decking. Examine the decking and repair if needed up to code. Supply and install roofing underlayment up to code. Clean up and remove all debris. Provide all permits necessary to complete the project.	Items	1.00	\$17,550.00	\$17,550.00
Wainscot	Install 36" wainscoting to 220' of building	Items	1.00	\$7,500.00	\$7,500.00

Sub Total \$25,050.00
Total \$25,050.00

The Customer understands this contract allows Affordable Exteriors Inc. to be paid the "RCV" Replacement Cost Value stated in the "Final Scope of Loss" for any and all work completed. In situations where supplementation for additional work or missing line items is necessary outside the original scope of work, Affordable Exteriors Inc. will seek approval from the insurance company. The Customer's out-of-pocket expense will be the "Deductible" listed on the S.O.L. and any "Non-Recoverable Depreciation". Any supplements that are approved will be added to the contract amount and are due to the contractor once approved by insurance and paid to the customer. The exception is non-recoverable depreciation, this is due at final payment from insurance along with the deductible amount.

RCV Value & Supplement Acknowledgement -
Signature _____ Date _____

Plywood decking, and all associated wood and flashing involved with the roof project will be inspected once the tear-off process is complete. Any rotten or compromised wood will be replaced. This material and labor are not included in the original agreement and is considered unforeseen but necessary work. If the material and labor can be billed to insurance and insurance agrees to pay the funds will be added to the final contract amount due to the Contractor. Should the materials and labor not be covered by insurance this will be an added expense that the Customer will need to pay for. Photos of all wood to be replaced will be taken by the Project Manager and if it becomes a significant amount (over \$1,000) the project will be stopped for Customer acknowledgement and approval.

Wood Repair Acknowledgement - Signature _____
Date _____

Customer Contract Authorization Signature _____ Date _____

SPECIAL INSTRUCTIONS

Refund/Cancellation Policy:

If a customer terminates this agreement 15% of the down payment amount will be retained by the Contractor. If materials have been ordered, purchased, delivered or if any labor has been invested a larger amount to compensate for these costs may also be retained.

10 Year Workmanship Warranty for Roofing and Siding:

Affordable Exteriors warrants to the original purchaser/property owner that any installation procedures performed will be free from workmanship defects for a period of 10 years from the date of completion. This warranty covers workmanship only. Affordable Exteriors will provide service without charge for a period of 10 years from the date of installation. Service requested beyond ten (10) years on workmanship shall be charged to the customer at the prevailing labor rates. In the event of workmanship defect, please contact our office by phone or in writing when you first begin to experience a problem. Immediate contact is extremely important and may prevent further damage. Please give a detailed description of the defect, if possible.

The warranty statements contained in this certificate set forth the only express warranties extended by Affordable Exteriors for workmanship warranty work.

Pre-Lien Notice

"(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice."