

City of Chetek Common Council Meeting Agenda

Tuesday, December 13, 2016 - 7:00 p.m. – Council room, 220 Stout Street, Chetek, WI

AGENDA:

1. Call to order
2. Roll call – Cliff Bronstad___, Bill Waite___, Mark Edwards___, Shirley Morley___
3. Prayer
4. Pledge of Allegiance
5. Approve agenda

Announcement of closed session Wisconsin Statute 19.85(1)(f) considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, and 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, reconvene; act on closed item, if any.

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

CONSENT AGENDA:

1. council minutes from **November – budget meeting, regular meeting**
2. Department/Board reports as submitted: **November reports/minutes: Building/zoning report, police report, Library, Plan Commission, Airport**
3. Claims: **November**
4. Resignations from boards/committees – **none**
5. Appointments to Boards & commissions: **none**
6. General licenses/permits:

OLD BUSINESS

1. proposed traffic changes for Dixon Street between Center & Stout Street; Center, Banks & Stout Streets between Fifth Street and Dixon Street.
2. Revisit street closing for Youth Center – Knapp Street

NEW BUSINESS

1. 2016 building permits – Joe Atwood to address council
2. Expired insurance policy for hangar
3. request to carry over holiday hours – Officer Rick Lewallen
4. Request for extension on lease for hangar 52
5. Write off's for uncollectible miscellaneous receivables
6. Purchase of building adjacent to community center
7. Motion to go into closed session as noted earlier in meeting, reconvene; act on operator license and other matters, if any.

Adjourn

Minutes of the **2017 BUDGET HEARING** of the Common Council of the City of Chetek held on Tuesday, November 15, 2016 at 6:30 p.m. in the council chambers, 220 Stout Street, Chetek, WI.

Mayor Jeff Martin presiding.

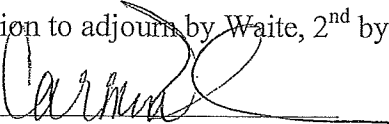
Meeting was called to order. Roll call was taken.

Council Members in attendance: Cliff Bronstad, Bill Waite, Shirley Morley, Mark Edwards, Jeff Martin. Also in attendance were Nancy and Buddy Helm

The purpose of this hearing is to review the proposed 2017 general fund budget and receive any comments from general public.

The budget was reviewed. No public comments or questions were presented. The tax levy will increase by \$4,238.81.

Motion to adjourn by Waite, 2nd by Bronstad. Carried.


Carmen Newman, clerk/treasurer

Minutes of the Meeting of the Common Council of the City of Chetek held on Tuesday, November 15, 2017 at 7:00 p.m. in the Council Chamber, 220 Stout Street, Chetek, WI

Meeting was called to order at 7:00 p.m. by Jeff Martin, mayor.

Present: Cliff Bronstad, Bill Waite, Shirley Morley, Mark Edwards, Jeff Martin

Also present: Ron Ambrozaitis, Joe Atwood

Mayor Martin announced a closed session later in the meeting under – **Wisconsin Statute 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.**

Agenda approval: Bronstad motioned to approve, 2nd by Morley, carried

Consent agenda: October council minutes, October building/zoning report, September Community Center minutes, October Library minutes, September Housing Authority minutes, September & November Personnel minutes, October Plan Commission minutes, September and October Budget minutes – motion to approve by Bronstad, 2nd by Waite. Carried.

General Licenses/permits: none

Resignations from board/committees – none

Appointment to board/committees – none

Old business/updates: Motion by Bronstad, 2nd by Waite to approve hangar lease for Jim Cushing for hangar site #13 – purchased from Jim Lockbaum. Carried.

New Business –

Waite motioned to approve the 2017 Budget – 2nd by Edwards. Carried.

Waite motioned to postpone approving “Class B” fermented malt beverage for The Mill Properties Chetek, LLC. 2nd by Morley. Carried.

Motion by Morley to deny Class “A” liquor license for Kwik Trip, Inc. – 2nd by Waite. Roll call vote: Morley – no to approve, Waite- no to approve, Edwards- yes, Bronstad- yes. Mayor Martin voted yes to approve license. Carried.

Bronstad motioned to approve the Comprehensive Plan Revision Public Participation Plan, 2nd by Morley. Carried.

Bronstad motioned to approve Resolution 2016-17 – approving 2016 budget appropriations. 2nd by Edwards. Carried.

The renter at 698 Hwy SS requested that the City share in the cost to install Charter Cable at the residence for the purpose of high speed internet. The approximate cost from Charter is \$1,200. Edwards motioned to request Britney Davis to inquire with Directv and Dish to see what the cost would be for high speed internet. Postpone until the December meeting. 2nd by Bronstad. Carried.

A request was made to close Knapp Street between 1st and 2nd Street for the youth program on Friday and Saturday nights from 6:00 p.m. until 10:00 p.m. Bronstad motioned to allow the road to be blocked off until the December meeting. Council will review the request again at that time. 2nd by Edwards. Carried.

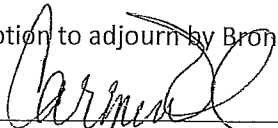
Edwards motioned to rescind the motion “ to make Dixon Street a one way street from Center Street to Banks Street and make the road from Banks Street to Stout Street a private drive” from September 13th council meeting. 2nd by Bronstad. Carried. A street committee meeting will be scheduled to include Helms and the surrounding neighbors to work out a plan that will allow Helms parking space and alleviate any safety issues with vehicles traveling south on Dixon.

Waite motioned to go into closed session, reconvene; act on closed session item, if any. 2nd by Bronstad. Carried.

Motion to go into open session by Bronstad, 2nd by Waite. Carried.

Motion to proceed with purchase of property as discussed in closed session – Bronstad – 2nd by Waite. Carried.

Motion to adjourn by Bronstad. Adjourned.


Carmen Newman, clerk/treasurer

Minutes of Calhoun Memorial Library Board of Directors Meeting, November 1, 2016.

The regular monthly meeting was called to order at 9:00 A.M. on November 1, 2016, by Vice President, Shirley Morley, at Calhoun Memorial Library.

Members present: Shirley Morley, Evie Nelson, Rachel Westberg, Nancy Nix, and Lucy Zachary. Also present: Library Director, Carol Burnham.

The agenda was approved by motion made by Evie Nelson, second by Rachel Westburg. Motion Carried

Public Comment: 183 Trick & Treater's were hosted by the Friends of the Library last evening.

Minutes of October 4, 2016 meeting were presented to Board members in printed form. Motion by Rachel Westberg, second by Nancy Nix, to accept minutes of October 4, 2016 meeting as presented. Motion carried.

Treasurer, Kathy Hayes was absent but left Treasurer's reports of October transactions, year to date budget, Act 150, and checking account. Motion by Lucy Zachary, second by Rachel Westburg, to accept treasurer's reports as presented. Motion carried.

Library Director, Carol Burnham presented Petty cash, statistics, activities, Friends of the Library liaison, and her director's reports.

Rachel Westburg reported on school activities.


Policies Review Committee report was tabled until the next meeting.

Suggested Library 2017 Closed dates were presented by Carol. Motion by Nancy Nix, second by Evie Nelson, to approve the schedule as presented. Motion carried.

Items for next meeting agenda on December 6, 2016 are Policies Review Committee report, 2017 Budget approval by City, and 2017 meeting dates.

Motion by Nancy Nix, second by Evie Nelson, to adjourn.

Respectfully submitted,


Lucy Zachary, Secretary

PLANNING COMMISSION MINUTES

Meeting held on Thursday, November 17, 2016

Mayor Jeff Martin hosted local Girl Scout Council 3239 to learn about government at the city level so they could earn their Inner-City Badge. Fourteen girls and two advisors were in attendance.

Mayor Martin presented an excellent explanation of how meetings are conducted at the city level from calling a meeting to order, discussions on items on the agenda, actions, how motions are made and carried through adjournment. He then held a question and answer opportunity when some girls did ask questions. He then took them on a tour of city hall.

The Planning Commission meeting was called to order by Mayor Martin at 6:35 pm.

ROLL CALL: Mark Etten, present. Jim Fults, present. John Hunsinger, present. Sarah Knepper, absent. Mayor Jeff Martin, present. Del Wacker, present. Bill Waite, present.

The city's Comprehensive Plan draft was discussed with the following word changes and word additions for the final written plan to be approved by the city council at the December 13, 2016 meeting:

Page 17, line 1. Strike Chetek, replace with Cameron.

Page 17, line 3. Strike Chetek, replace with Cameron.

Page 17, line 4. Insert Almena before Barron.

Page 17, line 5. Change Rusk County to Barron and Rusk County.

Change the wording on the layout map wording from Chetek High School to Chetek-Weyerhaeuser High School.

Motion by Mark Etten, seconded by Del Wacker to approve the Comprehensive Plan with the changes. Motion carried unanimously.

Motion by Jim Fults, seconded by Mark Etten to adjourn. Meeting adjourned at 6:53 pm.

Submitted by,

Bill Waite
Planning Commission Secretary

Chetek Airport Committee Meeting

November 29, 2016

Call to Order: 5 PM

Members present, Toby Kutrieb, Shawn Ayres, Howard Thalacker, Mark Edwards

Absent: Dave Phillips, Bruce Hanson

Others: Mark Lenbom, Mayor Martin, Larry Larson

Dan Knapp,

Agenda:

1) Discussion of Hanger site Lot #52. Todd Kirkman has current lease to build there. This lease expires January 1, 2017. He did provide a verbal request to City Hall to extend this lease. He has not built on this site during the preceding 2 year lease period.

Action:

The committee recommends, on voice vote, to City Counsel that a request for lease be deferred until a formal application is submitted.

2) Larry Larson, representing the Vintage Voyguers Car Club, requests the use of the north end of the airport for Saturday July 1, 2017, as has been the custom, for the car show.

Action:

Committee recommends approval of this use permit.

3) Dan Knapp provided an update of the WI department of aeronautics action on address our obstruction marker lights at the south end of the airport on the approach to runway 35. The department is giving further consideration to these markers in relation to the road to the south of the airport. We await their action.

4) Wildlife control permit: report will be completed by Shawn Ayres and submitted along with a request for a continuation of the permit for 2017.

5) Dan Knapp reported on personnel changes at the Aeronautics Bureau.

Meeting adjourned at 6 PM

Howard Thalacker, Chairman

**TEMPORARY USE AGREEMENT
FROM CITY OF CHETEK
TO
THE MILL PROPERTIES CHETEK LLC**

This Temporary Use Agreement ("Agreement") is made and entered into between the **CITY OF CHETEK** ("City") and **THE MILL PROPERTIES LLC** ("Lessee") with an office at 518 Schofield Street, Chetek, Wisconsin 54728 on September 29, 2016.

IN CONSIDERATION OF the duties, obligations, and covenants of each party to the other, and other good and valuable consideration, City and Lessee agree as follows:

1. **PREMISES.** Subject to the terms of this Agreement, City grants to Lessee a temporary license to use the property located at that certain real property more particularly described in Exhibit "A" (the "Premises") for the uses described in paragraph 3 below.

Lessee has inspected the Premises and accepts the same AS IS, WITH ALL FAULTS, IN ITS THEN-EXISTING CONDITION AND STATE. THE CITY EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESSED, OR IMPLIED, CONCERNING LEGAL TITLE, THE CONDITION OF THE PREMISES, OR ITS FITNESS FOR USE FOR LESSEE'S PURPOSES.

2. **TERM.** The license granted commences upon September 29, 2016, at 12:01 a.m. and ends on September 29, 2017, at 11:59 p.m. (the "Term").

3. **USE.** Parking area.

4. **FEES.** No fees are due in connection with this Agreement.

5. **RESPONSIBILITIES – LESSEE.**

A. Clean Premises – Lessee must maintain and use the Premises, including, but not limited to, the removal of nuisances, trash, litter, debris, and overgrown vegetation at all times and adhering to any health requirements, noise requirements, and alcohol consumption requirements, all in compliance with the City of Chetek Code of Ordinances, and in compliance with all other applicable State, Federal, and City laws, ordinances, rules, and regulations.

B. Improvements. Lessee shall obtain City's prior written approval before any modifications, alterations, or other changes ("Changes") to the Premises are undertaken, even if temporary in nature. Such approval may be granted, denied, or conditioned, at the City's sole discretion. Any approved improvements to the Premises shall be at Lessee's expense. Upon termination of this license, Lessee shall, at its sole expense, dismantle and remove any improvements to facilitate and restore the Premises to its original condition, subject, however, to City's prior approval.

C. Right of Access. The City shall have the right of access to the Premises at all reasonable times. Lessee will provide any keys needed to facilitate access to the Premises.

D. Title to Premises. Lessee understands that the legal title and interest of the City in the Premises is or may be in dispute. Lessee waives any claim or action it may have based on or emanating from any lack of title or interest by the City. City makes no representations or warranties regarding its interest or rights to the Premises. Lessee assumes the risk regarding these issues.

E. Repair. Lessee shall fully repair all damage to the street, other than ordinary wear and tear, and will provide routine maintenance, such as snowplowing, during the term hereof.

6. **RESPONSIBILITY – CITY.**

A. The City shall allow Lessee access to the Premises for the purposes set out in this Agreement subject to the limits noted at paragraph 5.D. above.

B. The City finds and ordains that Section 90-339 of the Chetek Code of Ordinances and following is not applicable to this Temporary Use Agreement, and that no further permit is required for the Lessee's use contemplated hereby.

7. **TERMINATION.**

A. Termination by Lessee. This Agreement may be terminated by Lessee at any time and for any reason upon twenty-four (24) hours prior written notice to the City.

B. Termination by City. This Agreement may be terminated by the City on default of Lessee's duties upon fourteen (14) calendar days prior written notice to Lessee. Otherwise, the City may terminate this agreement on sixty (60) calendar days prior written notice to Lessee.

8. **RE-DELIVERY OF PREMISES.** Lessee shall, upon termination of this Agreement, quit and deliver the Premises to the City peaceably, quietly, and in a condition that is compliant with all applicable State, Federal, and local laws, ordinances, rules, and regulations. Lessee, at Lessee's expense, shall repair any damage to the Premises caused by or that was the result of Lessee's use of the Premises.

9. **PERSONAL PROPERTY.** Upon termination of this Agreement, Lessee shall remove all of its personal property from the Premises. If Lessee fails to remove its personal property from the Premises within five days of the termination of the Term, the City shall have the right (but not the obligation) to store such property, either on the Premises or remove the property and store it off-premises, and charge Lessee the greater of ONE HUNDRED DOLLARS (\$100.00) per day or City's actual expense, plus a 15% administration charge. Lessee shall assume all risk of damage to or loss of its property arising out of storage of Lessee's property by the City.

INSURANCE REQUIREMENTS. Lessee shall carry insurance in the types and amounts shown on Exhibit "B", attached hereto and incorporated herein, for the duration of this Agreement and furnish certificates of insurance as evidence thereof.

11. **INDEMNIFICATION.** Lessee, its partners, agents, licensees, and lessees (collectively called "Lessees") hereby fully indemnify, save, and hold harmless the City of Chetek, their officers, employees, agents, other licensees, and invitees (collectively called "Indemnitees") against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever on account of personal injury (including, without limitation, workers' compensation and death claims), or property loss or damage of any kind whatsoever, which arises, or is claimed to arise out of or is, or is claimed to be, in any manner connected with construction, installation, existence, operations, use, maintenance, repair, restoration, or removal of the improvements defined above on the Premises and/or which arises, or is claimed to arise out of or is, or is claimed to be, in any manner connected with the operation, use, maintenance, repair, or restoration of the Premises pursuant to this License, including any injury, loss, or damage caused by the sole or contributory negligence of the Indemnitees, or any of them. Lessee must, at their own expense, investigate all those claims and demands, attend to their settlement or other disposition, defend all actions based thereon using counsel satisfactory to Indemnitee's City attorney, and pay all attorney's fees and other costs and expenses of any kind arising from any aforesaid liability, damage, loss, claims, demands, or actions.

12. **ASSIGNMENT.** Lessee will not sublet or assign any rights under this Agreement, or any portion of the Premises, without the express written consent of the City.

13. **NOTICES.** All notices under this Agreement shall be by certified mail, overnight mail, or by personal delivery, and shall be effective upon receipt or constructive receipt. Notice shall be sent to the address for the receiving party set forth below, or to such other address as a party may designate for notice purposes in writing.

IF TO CITY: City of Chetek
P.O. Box 194 Chetek, WI 54728

IF TO LESSEE: Nancy E. Helms
The Mill Properties Chetek LLC
518 Schofield Street Chetek, WI
54728

14. **NO LIENS.** Lessee shall pay for all labor or materials furnished in the maintenance, repair, or improvement of the Premises by Lessee, and shall keep the Premises and any improvements and Lessee's interest therein free and clear of any mechanic's or materialmen's lien or encumbrance of any kind whatsoever created by Lessee's act or omission.

15. **NON-WAIVER OF RIGHTS.** Continued performance by either party hereto of the terms of this Agreement following a default must not be deemed a waiver of any right to cancel this Agreement for any subsequent default, and no waiver of such default will be construed or act as a waiver of any subsequent default.

16. **INVALIDITY OF CLAUSES.** In the event that any covenant, condition, or clause herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition, or clause in no way affects any other covenants, conditions, or clauses.

17. **ATTORNEY'S FEES.** In any action brought by either party for the enforcement of the obligations of Lessee, either party shall be entitled to recover reasonable attorneys' fees, court costs, and other expenses of litigation.

18. **LEGAL RELATIONSHIP.** It is understood and hereby agreed by the Parties that Lessee is an independent contractor hereunder and shall control all ways, means, and details incident to the performance of its work, for itself, its agents, and employees.

19. **ENTIRE AGREEMENT.** It is understood and agreed that this instrument (including the exhibits described below) contains the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and may not be amended or modified except in writing signed by both parties.

Exhibit A – Premises
Exhibit B – Insurance requirements


[Signature page follows.]

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date set forth above.


CITY OF CHETEK

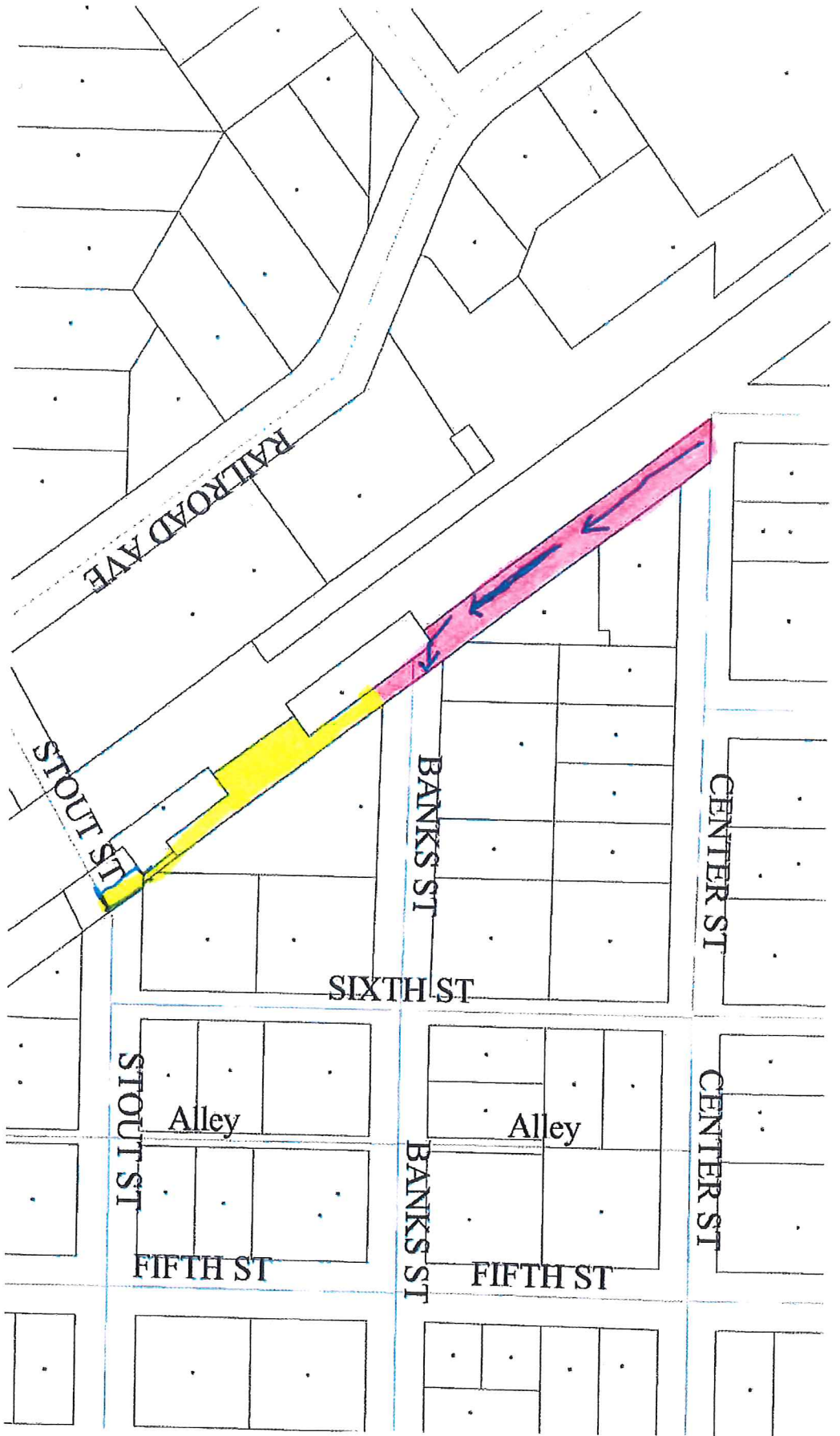
By:  _____, Mayor

Attest:

By:  _____
Carmen Newman,
City Clerk/Treasurer

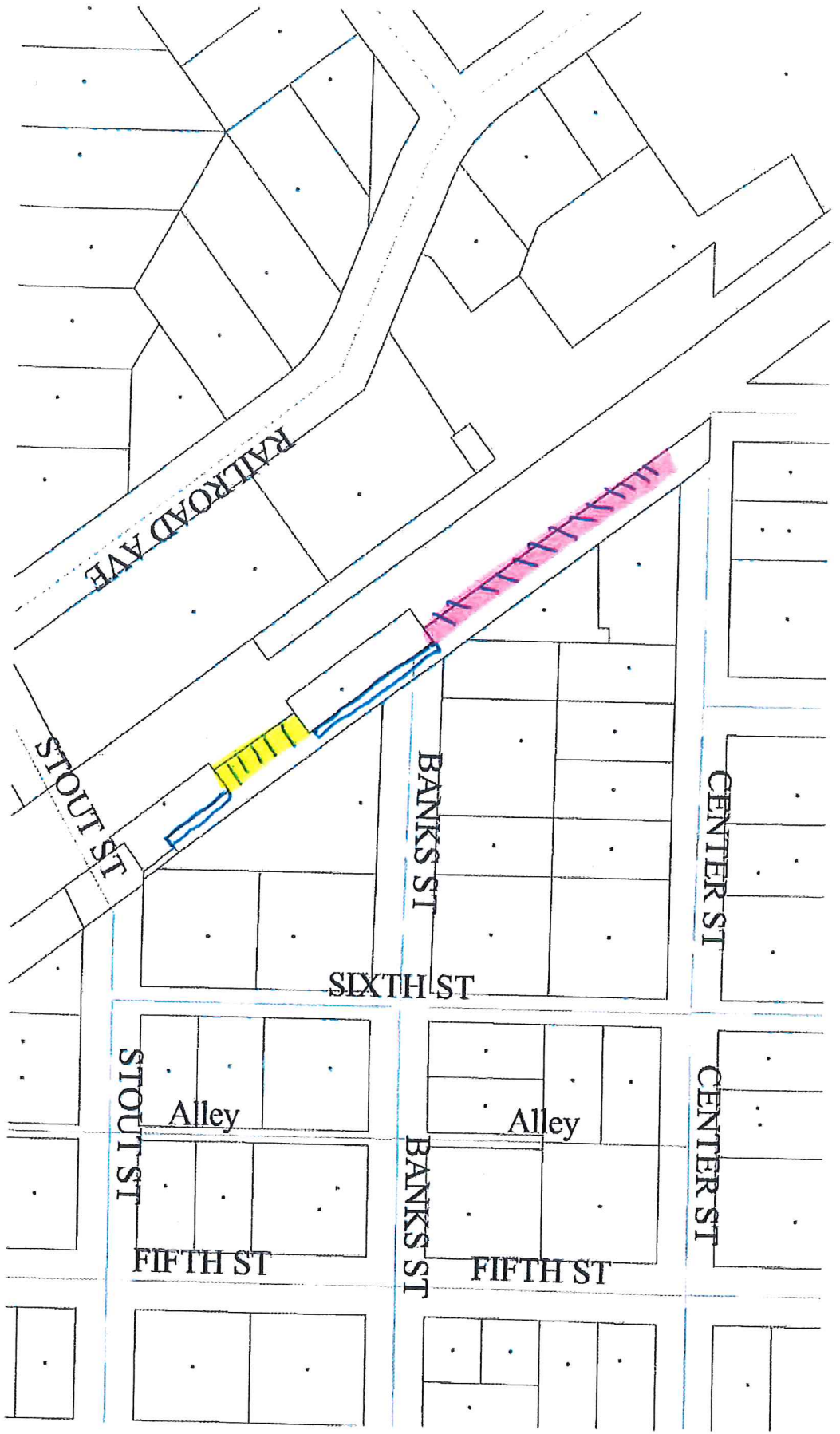
Lessee: THE MILL PROPERTIES CHETEK LLC

By:  _____
Nancy E. Helms, a duly
authorized member or manager



Two way, semi - grade, road.
 To be one way traffic.

A-1



- Angle parking per City Code.
- Pull in parking per City Code.
- Determine setbacks in writing by City Code enforcement officer.

A-2

EXHIBIT B
INSURANCE REQUIREMENTS

ARTICLE 1. Lessee's Insurance Requirements

1.1 **General Requirements.** Lessee shall carry insurance in the types and amounts indicated below for the term of the Lease.

Within five (5) days of the execution of this Agreement, Lessee shall obtain the required insurance and provide the City a Certificate of Insurance as proof of coverage. If the coverage period ends during the term of the Agreement, Lessee must, prior to the end of the coverage period, forward a new Certificate of Insurance to the City as verification of continuing coverage for the duration of this Agreement.

Approval of insurance by the City and the required minimums does not relieve or decrease the liability or responsibility of the Lessee hereunder, and will not be construed to be a limitation of liability on the part of the Lessee.

Insurance coverage must: (a) be written by the companies licensed to do business in the State of Wisconsin at the time the policy is issued; and (b) have an A.M. Best rating of B+VII or better.

It is intended that policies required in this Agreement, covering both the City and Lessee, will be considered primary coverage as applicable.

If insurance policies are not written for amounts specified below, Lessee shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.

The City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto, and may make any reasonable requests for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

Lessee shall not cause or permit any insurance to lapse or to be canceled during the term of this Agreement.

Lessee shall be responsible for premiums, deductibles, and self-insured retentions, if any, stated in any policies. All deductibles or self-insured retentions will be disclosed on the Certificate of Insurance.

1.2 **Specific Coverages.**

a. Commercial General Liability Insurance: The policy must contain the following provisions:

- (1) Blanket contractual liability coverage for liability assumed under the Temporary Use Agreement and all contracts relative to this Temporary Use Agreement.
- (2) Independent Contractor's coverage;
- (3) The City of Chetek listed as an additional insured; and
- (4) Thirty (30) day notice of cancellation in favor of City.
- (5) Provide coverage B with minimum limits as follows: A combined bodily injury and property damage limit of \$1,000,000 per occurrence.

Carmen Newman

From: Marge Jost [mkjost@charter.net]
Sent: Sunday, December 04, 2016 6:02 PM
To: Carmen Newman; Chetek Mayor; Officer Jon Fick; Michelle and Chris Farmer; 'River Song'
Subject: Re: Street closing continuance

Carmen and Mayor,

The way I understood the trial of closing the street in front of the Youth Center/Pool Hall on Friday and Saturday evenings, was that we had a one month trial period from the last City Council meeting. This trial period will be up at the next council meeting. We would be willing to attend to plead our cause to continue being allowed to block off the street, if you would like a representative there from the Youth Center. We have spoken to Officers Fick, Ambrozaitis, Larson and Lewallen and they each have stated that the police department has not received any complaints concerning noise, or problems resulting from blocking off the street. Please contact me if you have any concerns or suggestions.

Thank you,
marge jost

2016 Building Permits Year End Report/Permits Issued

Residential-	67 permits	value	\$ 532,052.00
Commercial-	16 permits	value	\$ 3,179,800.00
Sign-	6 permits		
Fence-	8 permits		
Driveway-	3 permits		
Total permits	100	Total Improvement value	\$ 3,711,852.00

Letter mailed 6/2/16
+8/2/16

AIG AEROSPACE INSURANCE SERVICES, INC.

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: CHETEK MUNICIPAL-SOUTHWORTH AIRPORT
220 DOUGLAS STREET
CHETEK, WI 54728

THAT THE FOLLOWING POLICY/IES OF INSURANCE HAVE BEEN ISSUED TO:

JUDSON KOENITZER
1955 5TH AVE
CHETEK, WI 54728, USA

POLICY NO. LA 000277700-01

POLICY PERIOD: From May 18, 2015

INSURANCE COMPANY NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

to May 18, 2016

Expired Ins

Coverage only applies as indicated by a specific limit and deductible.

Limits of Liability

- A. Aircraft Liability Single Limit for Bodily Injury and Property Damage Ex cluding Passengers, but Passenger Bodily Injury Limited within the Single Limit to \$ 500,000 each occurrence
- B. Medical Expense In cluding crew \$ 0 each passenger
- C. Physical Damage to Your Aircraft \$ 5,000 each passenger

ID Number	Year	Make and Model	Agreed Value	Deductibles		
				Not-in-Motion	Not-in-Flight	Flight
N94397	1982	CESSNA 152	\$ N/A	\$ N/A	\$ N/A	\$ N/A
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$

THIS CERTIFICATE HOLDER IS:

1. included as additional insured as respects liability coverage but coverage only applies after all other coverage available to the additional insured has been exhausted;
2. included as additional insured as respects liability coverage but coverage only applies with respect to the storage of insured aircraft;
3. included as additional insured as respects liability coverage but coverage does not apply to any occurrence arising from the design, manufacture, modification, repair, sale, or servicing of insured aircraft other than ground handling.

Coverage is subject to Aviation Date Recognition Endorsement Form No. 71223.

The Aviation Managers have made provision to give the certificate holder prompt notice of cancellation of any policy above. But, the Aviation Managers assume no responsibility for failure to provide such notice. This certificate does not change in any way the actual coverages provided by the policy/ies specified above.

Certificate No. 11933944-9

Date of Issue May 20, 2015

By *[Signature]*
(Authorized Representative)

LAD30B (3/00)



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)
Mark R. Petersen – Chief of Police

Chetek City Council:

Officer Rick Lewallen has requested a vacation request for December 21st to use the left over holiday hours he has for this year. Due to the personnel issues I am currently having in the department, I cannot grant this request. I am asking that the council grant permission for Officer Lewallen's 11 hours of holiday be carried over into next year's holiday hours.

Respectfully

Lt. Ron Ambrozaitis

Carmen Newman

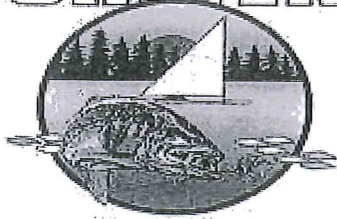
From: Todd Kirkman [Todd1@e-heat.com]
Sent: Thursday, December 08, 2016 4:17 PM
To: Carmen Newman
Subject: lot 52 airport

Hello Carmen, here is a note for a formal request to grant an extension for use of lot 52 at the airport for E-Z Heat, inc. We have been taking care of and paying fees for this lot since 1998 since mayor Webb signed the lease to us back then. This actually goes back to mayor Beuthling in 1995 when we built the first hanger on "Industrial air Park" side of the airport. The City offered us the east side to build our first hanger and the room to expand later. Back in 2015 we began to pay more for the lot as if a building was on the lot. I think it was around \$350/per year. Our intention is to build this spring when the snow melts. This would of been done this year if it was not for the warm winter we had. Since 1995 when we came to Chetek, E-Z Heat has grown to be the largest aircraft engine preheater company in the USA. Lot 52 has been the future growth site for E-Z Heat and we have been counting on being able to use it when the time comes, and now is the time.

Sincerely,

*Todd Kirkman, President
E-Z Heat, Inc.*

CHETEK



City of Chetek

220 Stout Street | PO Box 194

Chetek WI 54728-0194

PHONE NO: 715-924-4838

STATEMENT

Statement Date: 11/02/2016

JAS Floral Garden & Gifts
ATTN: AJ Kangas
2111 4th Avenue
Chetek WI 54728

Customer No: 1417

Date	Invoice #	Description	Charge	Credit	Balance
02/04/2016	1762	delinquent personal property tax	23.49	.00	23.49
03/03/2016	1813	Interest	.35	.00	23.84
04/04/2016	1885	Interest	.35	.00	24.19
05/02/2016	1927	Interest	.35	.00	24.54
06/01/2016	1984	Interest	.35	.00	24.89
07/05/2016	2081	Interest	.35	.00	25.24
08/02/2016	2155	Interest	.35	.00	25.59
09/01/2016	2239	Interest	.35	.00	25.94
10/03/2016	2299	Interest	.35	.00	26.29
11/02/2016	2387	Interest	.35	.00	26.64

W/O

Balance Due: 26.64

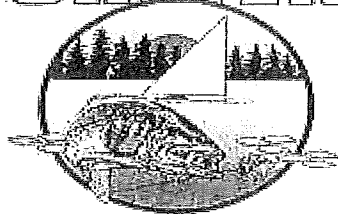
Please make check payable to:

City of Chetek
220 Stout Street | PO Box 194
Chetek WI 54728-0194

Past due please pay promptly.

OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	OVER 120 DAYS	OVER 150 DAYS
.00	.35	.70	.00	24.89

CHETEK



City of Chetek

220 Stout Street | PO Box 194

Chetek WI 54728-0194

PHONE NO: 715-924-4838

STATEMENT

Statement Date: 11/02/2016

First National Bank of America
Attn: Tax Dept
PO Box 980
East Lansing MI 48826

Customer No: 1397

Date	Invoice #	Description	Charge	Credit	Balance
12/23/2015	1669	Tax Search: Parcel# 211-151209000	5.00	.00	5.00
02/01/2016	1735	Interest	.08	.00	5.08
03/03/2016	1810	Interest	.08	.00	5.16
04/04/2016	1882	Interest	.08	.00	5.24
05/02/2016	1924	Interest	.08	.00	5.32
06/01/2016	1981	Interest	.08	.00	5.40
07/05/2016	2078	Interest	.08	.00	5.48
08/02/2016	2152	Interest	.08	.00	5.56
09/01/2016	2237	Interest	.08	.00	5.64
10/03/2016	2297	Interest	.08	.00	5.72
11/02/2016	2385	Interest	.08	.00	5.80

W/O

Balance Due: 5.80

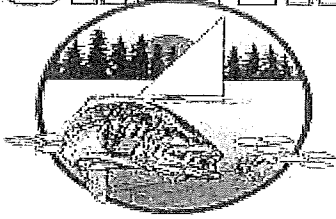
Please make check payable to:

City of Chetek
220 Stout Street | PO Box 194
Chetek WI 54728-0194

Past due please pay promptly.

OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	OVER 120 DAYS	OVER 150 DAYS
.00	.08	.16	.00	5.40

CHETEK



City of Chetek

220 Stout Street | PO Box 194

Chetek WI 54728-0194

PHONE NO: 715-924-4838

Statement Date: 11/02/2016

STATEMENT

Powers UP
Attn: Kimberly Powers
1009 23rd Street
Chetek WI 54728

Customer No: 1421

Date	Invoice #	Description	Charge	Credit	Balance
02/04/2016	1769	delinquent personal property tax	35.24	.00	35.24
03/03/2016	1815	Interest	.53	.00	35.77
04/04/2016	1887	Interest	.53	.00	36.30
05/02/2016	1928	Interest	.53	.00	36.83
06/01/2016	1985	Interest	.53	.00	37.36
07/05/2016	2082	Interest	.53	.00	37.89
08/02/2016	2156	Interest	.53	.00	38.42
09/01/2016	2240	Interest	.53	.00	38.95
10/03/2016	2300	Interest	.53	.00	39.48
11/02/2016	2388	Interest	.53	.00	40.01

W/O

Balance Due: 40.01

Please make check payable to:

City of Chetek
220 Stout Street | PO Box 194
Chetek WI 54728-0194

Past due please pay promptly.

OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	OVER 120 DAYS	OVER 150 DAYS
.00	.53	1.06	.00	37.36

AGREEMENT OF SALE

Agreement entered into between Kenneth Wm. Jost, a married man, ("Seller", whether one or more), and the City of Chetek, a municipal corporation of Barron County, Wisconsin, ("Buyer", whether one or more).

In consideration of the following mutual obligations, Seller agrees to sell and Buyer agrees to purchase the following described property on the following terms and conditions. Time is of the essence as to the completion of all agreements herein.

1. Property to be Conveyed – Commercial parcel at 110 Moore Street, Chetek, Wisconsin.

The South 73 feet of Lot 7, and the West 3 feet of the South 73 feet of Lot 8, Block 3, Third Addition, City of Chetek, Barron County, Wisconsin.

Tax Key No: 211-1934-25-000

2. Purchase Price

The purchase price shall be the sum of Seventy Thousand AND NO/100 (\$70,000.00) Dollars. The purchase price and terms of agreement were approved by the Chetek City Council at its November 15, 2016 meeting. No items of personal property are included in this sale.

3. Payment of Purchase Price: See Exhibit A attached.

4. Real Estate Tax Proration

Seller to pay 2016 and prior year's taxes. Buyer to pay 2017 and succeeding years' taxes.

5. Abstract

Not less than ten (10) days prior to the date set for closing. Seller shall deliver to Buyer for examination a complete owner's title commitment/title insurance policy to the premises, rendered by a reputable abstract company, extended to within (30) days of closing, the title insurance to show Seller's title to be marketable and in the condition

called for by this agreement. Buyer shall notify Seller in writing of a valid objection to title within five (5) days of receipt of the title insurance, in which event Seller shall have a reasonable period of time to rectify title, and in that event the time or closing shall be reasonably extended.

6. Conveyance Upon Closing

Upon closing, Seller shall upon payment of the purchase price convey the property by good and sufficient warranty deed, free and clear of all liens and encumbrances, except zoning ordinances and recorded easements for public utilities and general real estate taxes as accrued for the calendar year of closing or for any other liens expressly permitted by the terms of this agreement.

7. Seller's Warranties

Seller warrants and represents to Buyer that Seller has no notice or knowledge of any planned or commenced public improvements which may result in special assessments against or otherwise affect the property or any government agency or court orders requiring repairs, alterations or correction of any existing condition. Seller also warrants and represents that Seller has no notice or knowledge of any underground storage tanks or any structural mechanical, or other defects of material significance affecting the property, including but not limited to inadequacy for normal residential use of mechanical systems, waste disposal systems and well, unsafe well water according to state standards, and the presence of any dangerous or toxic materials or conditions affecting the property. Buyer acknowledges opportunity to inspect the property and agrees to purchase the same "as is". Seller limits any warranty except that as to all mechanical systems being operational as of the date of this Agreement of Sale. Buyer waives its right to receive a RECR and to cancel transaction based on the failure to receive RECR.

8. Damage Prior To Closing

In the event the premises shall be damaged by fire or the elements prior to closing, in an amount of not more than ten percent (10%) of the purchase price, Seller shall be obligated to repair the same. In the event such damage shall exceed such sum, this agreement may be canceled at the option of the Buyer. Should Buyer elect to carry out this agreement despite such damage, Buyer shall be entitled to all credit for insurance proceeds resulting from the damage, not exceeding, however, the purchase price.

9. Possession and Occupancy

Legal possession of the premises shall pass to Buyer upon closing. Physical occupancy shall pass to Buyer by January 1, 2017, or as the parties may otherwise agree.

10. Rental Weatherization Program

Buyer will be responsible for compliance with DILHR's rental weatherization program requirements unless this transaction is exempt.

11. Closing Costs

Seller shall pay the cost of providing current evidence of title (commitment and final title policy after closing) as required by this agreement, the cost of perfecting title if necessary, the cost of preparation of conveyancing and security documents and any transfer tax. Buyer shall pay the cost of any legal opinion on title, the cost of recording conveyancing and security documents and any abstract recontinuation costs incurred subsequent to closing.

12. Closing

Closing shall take place on or before December 29, 2016 at the City of Chetek Office, Chetek, Wisconsin, or such other time and place as the parties hereto shall agree.

13. Acceptance By Seller

Seller shall have three (3) days from date on which Buyer signs this sale agreement in which to assent to its terms and sign by its authorized personnel. If a copy of said sales agreement signed by all parties is not returned to Buyer within five (5) days from Buyer's signing, then this agreement is void and all funds deposited by Buyer shall be returned to Buyer forthwith.

14. Parties Bound

This agreement shall bind and inure to the benefit of the parties hereto, their successors and permitted assigns.

EXHIBIT A

1. \$10,000 less any Seller proration and closing expenses required by this agreement at closing.
2. \$30,000 less any Seller expenses after December 31, 2016 and by January 13, 2017.
3. Balance to \$70,000 after December 31, 2017 (unless waived in writing by Seller) by January 12, 2018.

State Bar of Wisconsin Form 11-2003
LAND CONTRACT
(TO BE USED FOR NON-CONSUMER ACT TRANSACTIONS)

Document Number

Document Name

CONTRACT, by and between Kenneth Wm Jost, a married person

("Vendor," whether one or more), and City of Chetek, a municipal corporation of Barron County, approved by Chetek City Council at its regular 11/15/2016 meeting

("Purchaser," whether one or more).

Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this Contract by Purchaser, the following real estate, together with the rents, profits, fixtures and other appurtenant interests ("Property"), in Barron County, State of Wisconsin:

The South 73 feet of Lot 7, and the West 3 feet of the South 73 feet of Lot 8, Block 3, Third Addition, City of Chetek, Barron County, Wisconsin.

Tax Key No: 211-1934-25-000

Recording Area

Name and Return Address

**Jost Law Office
P. O. Box 54
Chetek, WI 54728**

211-1934-25-000

Parcel Identification Number (PIN)

This is not homestead property.

~~(is)~~ (is not)

This is a purchase money mortgage.

(is) ~~(is not)~~

Purchaser agrees to purchase the Property and to pay to Vendor at to his account at Community Bank of Cameron

the sum of \$ 70,000.00 in the following manner:

- (a) \$ 10,000.00 at the execution of this Contract; and
- (b) the balance of \$ 60,000.00, together with interest from the date hereof on the balance outstanding from time to time at the rate of 0 % per annum until paid in full as follows:

- 1 - \$30,000.00 by January 13, 2017, and
2- \$30,000.00 by January 12, 2018

provided the entire outstanding balance shall be paid in full on or before January 12, 2018 ("Maturity Date"). Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- A. Any amount may be prepaid without premium or fee upon principal at any time.
- B. Any amount may be prepaid without premium or fee upon principal at any time after _____.
- C. There may be no prepayment of principal without written permission of Vendor.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.
- B. In the event of any prepayment, this Contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as specified above; provided that monthly payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from this Contract.

Purchaser shall pay prior to delinquency all taxes and assessments levied on the Property at the time of the execution of this Contract and thereafter, and deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the amount of the full replacement value of the improvements on the Property. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of Vendor's interest, and evidence of such policies covering the Property shall be provided to Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Vendor deems the restoration or repair to be economically feasible.

- Purchaser is required to pay Vendor amounts sufficient to pay reasonably anticipated taxes, assessments, and insurance premiums as part of Purchaser's regular payments [CHECK BOX AT LEFT IF APPLICABLE].**

Purchaser shall not commit waste nor allow waste to be committed on the Property, keep the Property in good tenable condition and repair, and free from liens superior to the lien of this Contract, and comply with all laws, ordinances and regulations affecting the Property. If a repair required of Purchaser relates to an insured casualty, Purchaser shall not be responsible for performing such repair if Vendor does not make available to Purchaser the insurance proceeds therefor.

Vendor agrees that if the purchase price with interest is fully paid and all conditions fully performed as specified herein, Vendor will execute and deliver to Purchaser a Warranty Deed in fee simple of the Property, free and clear of all liens and encumbrances, except those created by the act or default of Purchaser, and: **easements, licenses, restrictions of record, zoning and 2016 property taxes.**

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- A. Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination, at the time of execution of this Contract.
- B. Purchaser states that the following exceptions set forth in the title evidence submitted to Purchaser for examination, at the time of execution of this Contract, are unsatisfactory to Purchaser: _____

- C. No title evidence was provided prior to execution of this Contract.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. Purchaser agrees to pay the cost of future title evidence.
- B. Vendor agrees to pay the cost of future title evidence.

Purchaser shall be entitled to take possession of the Property on after closing 12/30/2016.

Time is of the essence as to all provisions hereunder.

Purchaser agrees that in the event of a default in the payment of principal or interest which continues for a period of 30 days following the due date or a default in performance of any other obligation of Purchaser which continues for a period of 30 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), the entire outstanding balance under this contract shall become immediately due and payable at Vendor's option and without notice (which Purchaser hereby waives), and Vendor may singly, alternatively or in combination: (i) terminate this Contract and either recover the Property through strict foreclosure or have the Property sold by foreclosure sale; in either event, with a period of redemption, in the court's discretion, to be conditioned on full payment of the entire outstanding balance, with interest thereon from the date of default and other amounts due hereunder (failing which all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property); (ii) sue for specific performance of this Contract; (iii) sue for the unpaid purchase price or any portion thereof; (iv) declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; (v) have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits; or (vi) pursue any other remedy available in law or equity. An election of any of the foregoing remedies shall only be binding on Vendor if and when pursued in litigation. All costs and expenses including reasonable attorneys fees of Vendor incurred to pursue any remedy hereunder to the extent not prohibited by law and expenses of title evidence shall be paid by Purchaser and included in any judgment. The parties agree that Vendor shall have the options set forth in this paragraph available to exercise in Vendor's sole discretion.

Following any default in payment, interest shall accrue at the rate of 6.25 % per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

Purchaser may not transfer, sell or convey any legal or equitable interest in the Property, including but not limited to a lease for a term greater than one year, without the prior written consent of Vendor unless the outstanding balance payable under this Contract is paid in full. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full at Vendor's option without notice.

Vendor may mortgage the Property, including the continuation of any mortgage in force on the date of this Contract, provided Vendor shall make timely payment of all amounts due under any mortgage, and the total due under such mortgages shall not at any time exceed the then remaining principal balance under this Contract. If Vendor defaults under such mortgages and Purchaser is not in default hereunder, Purchaser may make payments directly to Vendor's mortgagee and such payments will be credited as payments hereunder.

All terms of this Contract shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of Vendor and Purchaser.