

City of Chetek Common Council Meeting Agenda

Tuesday, September 12, 2017 - 6:00 p.m. – Council room, 220 Stout Street, Chetek, WI

AGENDA:

Call to order

Roll call – Scott Bachowski (1st)____, Cliff Bronstad (2nd)____, Mark Eby (3rd)____, Mark Edwards (4th)____
Mayor, Jeff Martin _____

Prayer

Pledge of Allegiance

Approve agenda

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

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

MAYOR COMMENTS – Employee recognition – Mike McGinnis retirement

Announcement of Closed Session later in meeting under Wis. Stat. 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved – regarding Central States Pension plan.

CONSENT AGENDA: the following items may be approved on a single motion and vote due to their routine nature or previous discussion. Please indicate to the Mayor or council president if you wish to separate discussion and action.

1. **Approve - council minutes from August meeting & City claims for August**
2. **Accept and place on file department/board minutes and reports:** July Library minutes; Housing authority July minutes; Plan Commission minutes;
3. **Resignations from boards/committees:** none
4. **Appointments to Boards & commissions:** none
5. **General licenses/permits:**

OLD BUSINESS – discussion and possible action

Street Committee recommendations regarding Temporary Use Agreement – Dixon Street

NEW BUSINESS – discussion and possible action on the following items.

1. Election inspector pay
2. accept and place on file – 2016 audit report
3. rezoning request – lots on Ridgeway
4. Hangar lease changes -
5. Hangar lease renewal – Todd Kirkman hangar 51
6. Hangar lease fees for 2018
7. write off – dumpster charges for 1146 Leonard Street
8. Closed session
9. adjourn

Adjourn

Minutes of the Meeting of the Common Council of the City of Chetek held on Tuesday, August 8, 2017 at 6:00 p.m. in the Council Chamber, 220 Stout Street, Chetek, WI

Meeting was called to order at 6:00 p.m. by Jeff Martin, mayor.

Present: Scott Bachowski, Cliff Bronstad, Mark Eby, Mark Edwards, Jeff Martin-mayor.

Also present: Ron Ambrozaitis, Dan Knapp, Joe Atwood

Agenda approval: Bronstad motioned to approve – 2nd by Bachowski. Carried.

Consent agenda:

Eby motioned to approve – council minutes of July, July claims; accept and place on file: June Library minutes; Chamber of Commerce Class “B” licenses 8/18/17, 9/9/17, 9/18/17, Chamber permits to close roads 9/9/17, 9/18/17. Motion 2nd by Bachowski. Carried.

Old business/updates:

Edwards motioned to authorize Mayor Martin to negotiate the purchase of lot on Moore Street from Barry and Christine Moullet for proposed expansion of the Main Street park. 2nd by Bachowski. Carried.

Bronstad motioned to proceed with the 2nd phase of sidewalk repairs in the downtown area – to be completed this year. 2nd by Eby. Carried.

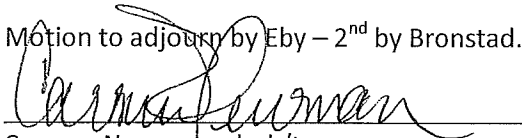
New Business:

Bachowski motioned to approve the hiring of Tyler Blair as a full-time police officer. 2nd by Eby. Carried.

Bronstad motioned to approve the use of the beach property and Phillips Park for the Governor’s fishing opener May 5, 2018. 2nd by Eby. Carried.

Edwards motioned to forward proposal for purchase of lots on Ridgeway and the construction of duplex buildings from Whitehorse Construction Management. City agrees to the sale of the lots at the price of \$15,850 which includes the cost for paving of the alley behind the lots. The City agrees to the proposal submitted except for the deferral of property taxes. 2nd by Bronstad. Carried.

Motion to adjourn by Eby – 2nd by Bronstad. Carried.


Carmen Newman, clerk/treasurer

THE CHETEK HOUSING AUTHORITY

MONTHLY BOARD MINUTES

July 27, 2017

The Chetek Housing Authority met at Lone Oak Manor Apartments in the community room at 801 W. Stout Street, Chetek WI.

CALL TO ORDER / ROLL CALL: Chair Tom Nicolaides opened the meeting at 10:30 AM. Board members present are Tom Nicolaides, Lou Ann Novak, Denise Moran, and Mark Eby. Judy Anderson was absent. Executive Director Jean Odell was present, as were several tenants.

ASSURE COMPLIANCE WITH OPEN MEETING LAW: Meeting is in compliance with open meeting law.

MOMENT OF SILENCE: There was a moment of silence to open the meeting.

MINUTES OF PREVIOUS MEETING: Minutes of the June meeting were reviewed. Denise Moran made a motion to approve the minutes; seconded by Mark Eby. Minutes were approved.

HAAS FINANCIALS: Executive Director Jean Odell reminded the Board that HAAS financials will be compiled next month for both June and July, as the FYE is 6/30/2017.

CHECK REGISTER / CHECKS FOR JULY, 2017: The check register for July was reviewed. Lou Ann Novak made a motion to approve the July, 2017 checks, seconded by Mark Eby. Motion passed. Checks will be signed and mailed today.

OLD BUSINESS:

- A. EXECUTIVE DIRECTOR'S REPORT:
 - 1. Maintenance: Executive Director, Jean Odell, reported that we have a REAC inspection on August 29 and explained what the inspector will be looking for. She said that our staff will be busy making sure that everything is in good shape prior to the inspection, and asked that tenants do what they can to help. For example, if there is anything that needs to be fixed (leaky faucets or toilets, for example), the tenant needs to report it. Odell stated that prior to the REAC inspection, staff will complete apartment inspections. Boilers and cement work bid requests are being prepared.
 - 2. Complaints: Some lease violation notices are being issued.
 - 3. Vacancies: There are no vacancies at this time.
- B. LANDSCAPING/GROUNDWORK/CEMENT: Preparing for bids
- C. BOILERS: Preparing for bids
- D. REVISION OF DOCUMENTS/RESOLUTIONS: Odell plans to have all the documents not already approved to be ready for approval next month.
- E. ANY OTHER OLD BUSINESS: A list of current tenants was requested.

NEW BUSINESS:

- A. L.O.R.A.C.: Several activities are taking place, including Mexican Train dominos. The "Welcome Packet" is being revised and should be ready soon.
- B. REAC INSPECTIONS (8/29/17): There will be a REAC inspection on August 29 this year. Staff will be preparing for the inspection, making sure that all equipment is working properly. Apartment inspections by CHA will be scheduled for mid-August.
- C. WAHA CONVENTION IN WAUSAU: Director Odell will be attending the WAHA Convention in Wausau in September. However, there are no commissioners planning to attend.
- D. ANY OTHER NEW BUSINESS: We will need a new housekeeper within the month, as current housekeeper Pam will be retiring. Thank you, Pam, for all the good work you have done.

OPEN DISCUSSION / COMMENTS: There were no topics brought up during this time.

DISCUSS / ADD AGENDA ITEMS FOR THE NEXT BOARD MEETING:

- 1.
- 2.

ADJOURN MEETING: A motion was made by Denise Moran to adjourn the meeting; motion seconded by Lou Ann Novak. Motion passed and meeting was adjourned at 11:00. The summer picnic followed the Board meeting. The next Board meeting is scheduled for August 24, 2017 at 10:30 a.m..

Jean Odell, Executive Director

Tom Nicolaides, Chair

The Plan Commission of the City of Chetek was called to order July 20th 2017 by Mayor Martin Roll call was taken and Martin, Eby, Hunsinger, Wacker, Knepper, and Nicolaides were present Mr. Etten Was absent. We were in compliance with the open meeting law and there were no previous minutes to approve. The discussion for this meeting was to get input and recommendation in regards to the property behind Ohde's Pharmacy for the City to purchase. After some discussion Wacker made a motion to look into the purchasing of the property and 2nd by Knepper motion carried. The recommendation now will go back to the City Council. Wacker made a motion to adjourn and 2nd by Hunsinger. Motion Carried

Respectfully Submitted

Mark Eby

**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.

10. **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.

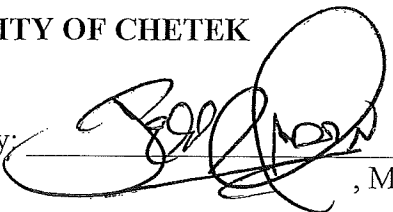
Exhibit A – Premises

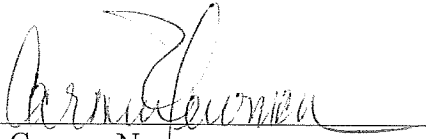
Exhibit B – Insurance requirements

[Signature page follows.]

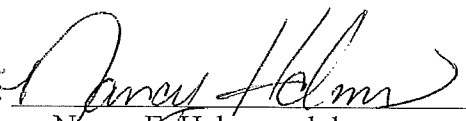
IN WITNESS WHEREOF, this Agreement is hereby executed as of the date set forth above.

CITY OF CHETEK

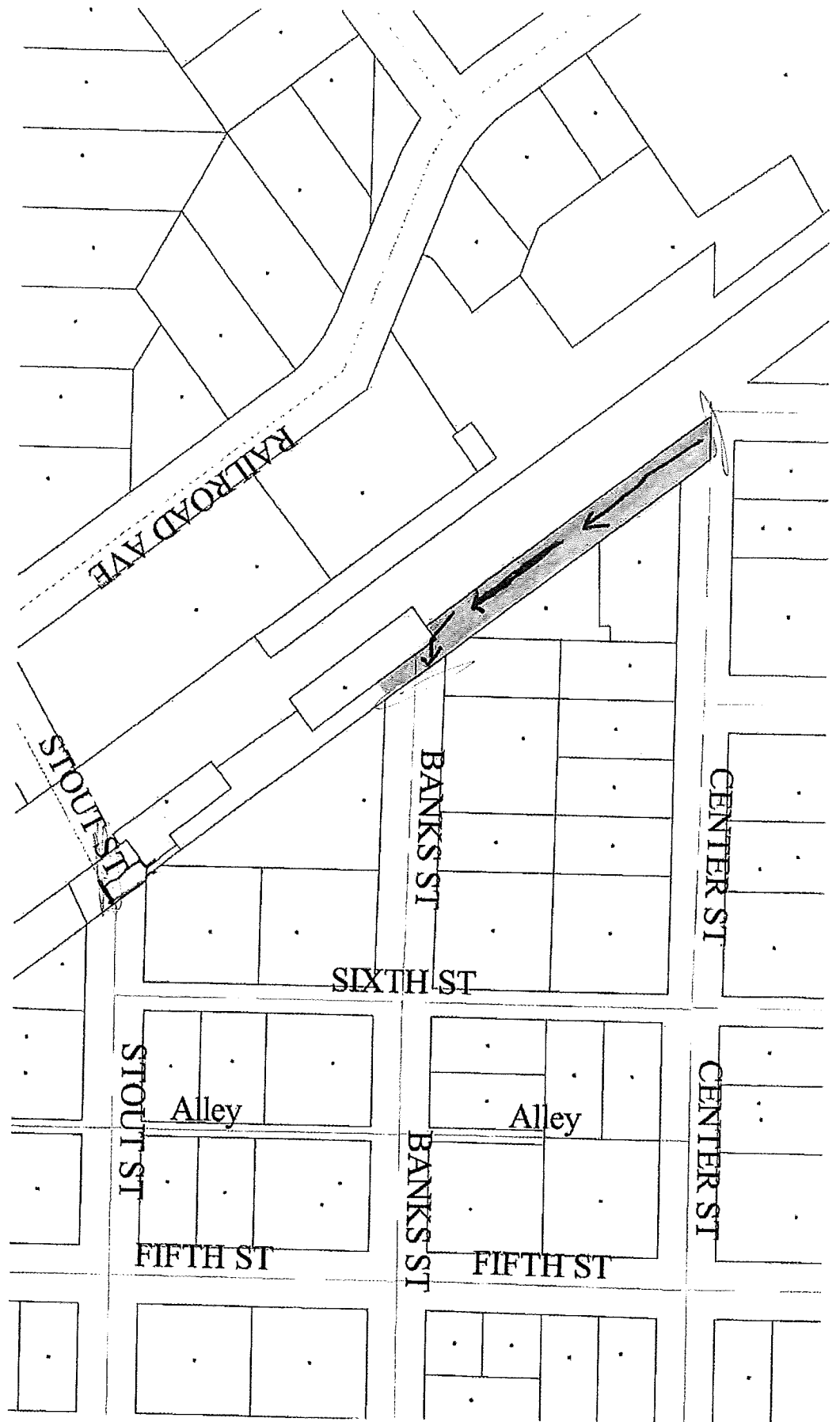
By:  _____, Mayor

Attest:
By:  _____
Carmen Newman,
City Clerk/Treasurer

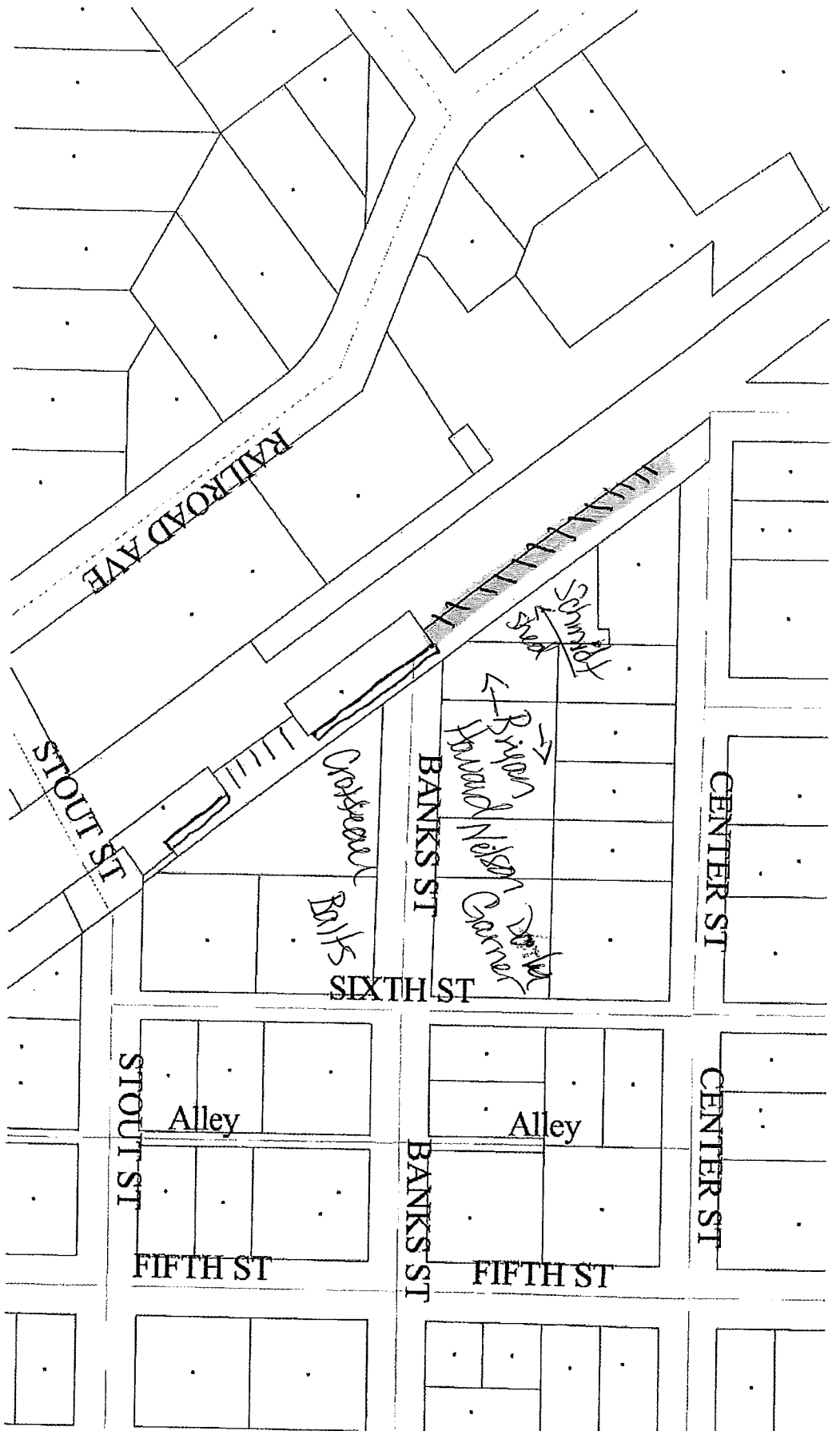
Lessee: THE MILL PROPERTIES CHETEK LLC

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

*Two way, semi-quiet use.
To be one way traffic.*



A-1



Angle parking on City Code.

 Pull in parking on City Code.
 Otherwise authorized in writing by City Code enforcement officer.

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.

Municipality	Inspector/Poll worker	Chief Inspector	
Sioux Creek	\$ 10.00	\$ 10.00	seeking to increase
Vil Dallas	\$ 9.00	\$ 9.00	seeking to increase
City Rice Lake	\$ 11.63	\$ 11.63	
Maple Plain	\$ 11.50	\$ 11.50	
Doyle	\$ 10.00	\$ 10.00	seeking to increase
Tn Prairie Farm	\$100/day	\$100/day	seeking to increase
Vance Creek	\$ 7.25	\$ 7.25	seeking to increase
City Chetek	\$ 9.50	\$ 10.50	
Vil Turtle Lake	\$ 8.03	\$ 8.57	provides noon & evening meals
Vil Prairie Farm	\$125/day	\$125/day	
City Cumberland	\$ 8.00	\$ 10.00	provides noon & evening meals
Vil Haugen	\$ 10.00	\$ 10.00	
Maple Grove	\$ 10.00	\$ 12.00	
Stanley	\$ 10.50	\$ 10.50	
Tn Cumberland	\$ 9.00	\$ 9.00	seeking to increase
Prairie Lake	\$ 10.00	\$ 11.00	(proposing \$12 & \$15)
Dovre	\$ 10.00	\$ 12.00	
Sumner	\$ 9.01	\$ 9.01	seeking to increase
Tn Almena	\$ 11.00	\$ 11.00	
Tn Chetek	\$ 9.00	\$ 10.50	
Tn Dallas	\$ 10.00	\$ 10.00	
Tn Turtle Lake	\$ 9.00	\$ 9.00	seeking to increase

HANGAR SPACE LEASE

THIS LEASE, made this _____ day of _____, 20____, between City of Chetek (“Airport”), Lessor, and _____, (“Lessee.”)

WITNESSED, that the Lessor has demised and leased to the Lessee certain premises situated on the Chetek Airport, located in the City of Chetek, the County of Barron, Wisconsin, which is known and described as Parcel_____ (the “Property”). The property is hereby leased under the terms and conditions as follows:

1. **Term.** The lease period is for a term of **Twenty (20)** years commencing on _____, 20____. The Lessee agrees to promptly pay the City of Chetek in advance an annual rental fee of \$_____ on or before the first day of each year hereof. Said annual rental amount may be reviewed and changed annually, on a calendar year basis, by the City of Chetek. However, no single increase shall exceed 20% of the prior year’s annual rental charge. Notice of any change shall be given by the City of Chetek by December 1 and the change shall become effective on January 1. This lease shall be automatically renewed at the then-established current rates established by Lessor on each January 1 for successive one-year periods, unless either party sends by mail a written notice of termination to the other party at least thirty (30) days prior to the expiration of the then-existing Lease. The City shall not terminate this lease without reasonable cause. Lease payment shall be made payable to the City of Chetek and delivered to 220 Stout Street, Chetek, Wisconsin 54728.

2. **Construction Liens.** Lessor understands and agrees that Lessee may construct, occupy, and maintain an airplane hangar (“Hangar”) on the Property. Any construction, repair, or maintenance shall be in compliance with all federal, state, and local laws, rules, regulations, and directives. Lessee shall not allow any lien to attach to the Property whatsoever and shall provide appropriate lien waivers within ten (10) days of any written demand by the Lessor. The hangar shall be occupied within one (1) year from the date hereof.

3. **Aircraft.** On the completion of the construction of the Hangar, or after initial occupancy thereof, the Lessee shall maintain an airplane at the Hangar. A Lessee who does not own or maintain an aircraft at any point during the term of this Lease shall have six (6) months to obtain an aircraft or get approval for an extension to this date. If at the end of said six (6) months, or an extended deadline, Lessee has not obtained an airplane, Lessee agrees to vacate the Property, and this Lease shall terminate. Any extension is at the sole discretion of the Airport Committee of the City of Chetek. If a Lessee sells his/her aircraft or terminates a user agreement, the above also applies. The Lessee may not assign this Lease or sublet without the written consent of the City of Chetek. The Lessor may request proof of aircraft ownership or usage rights from the Lessee during the term of this Lease.

4. **Insurance.** Lessee shall obtain whatever insurance they desire as to the hangar itself and as to any personalty stored or allowed to be present on the Property. Lessor will not be responsible for and shall not insure any of Lessee’s or Lessor’s guest’s or invitee’s property.

5. **Inspection.** It is further agreed and understood that the agents of Lessor may enter the Hangar to view and inspect the Hangar at all reasonable hours. It is further agreed and understood that, in the event said Lessee defaults in the payments of rent as stipulated in the Lease, agents of the Lessor may enter the Hangar with legal process and take possession of any aircraft which may be stored in the Property and retain possession of same until the rent is paid in full. Rental payments not received within thirty (30) days of their specified due dates shall be subject to a 2% surcharge thereupon for billing expenses.

6. **Utilities.** Lessee shall maintain and pay the monthly charge for any power for electrical service into the Hangar required or desired. Lessee shall be responsible for any garbage collection, water, or other utility charges and shall pay the same when and as due.

7. **Taxiway Construction, Snow Removal, lawn care**

a. **Taxiway Construction.** Lessee shall pay its pro-rata share of the cost incurred by Lessor in constructing, reconstructing, repairing, and/or paving the taxiway in front of Lessee's hangar if and whenever incurred. Lessee shall pay one third of said pro-rata share within sixty (60) days of the date of billing. Lessee may also pay the remainder of said pro-rata share within said sixty (60) days without interest. If Lessee fails to pay the remainder of said pro-rata share within 60 days of the date of the bill, any special charge remaining unpaid, together with interest, shall be payable in two (2) equal annual installments to the City Clerk/Treasurer on or before the first day of November of each year following the first payment date. Interest shall be computed at the rate of 9.0% per annum. The unpaid balance can be pre-paid at any time, together with interest accrued to the date of payment.

If the City does not elect to construct and/or pave a taxiway, the Lessee shall construct a taxiway at Lessee's sole cost, but said taxiway may only be constructed within the specifications set by the airport committee. No construction shall commence on said taxiway until the Lessee has received the written specifications relative thereto from the Airport Committee.

b. **Pro-Rata Share.** The pro-rata share identified in Section 7(a) of this Lease shall be a fraction, the numerator of which shall be equal to the length of the parcel adjoining the taxiway plus an additional 15 feet, and the denominator of which shall be the length of the entire taxiway then constructed.

c. **Ice, Snow and Debris.** Lessor shall keep the runways and taxiways reasonably free and clear of ice, snow, and debris.

d. **Grass/weeds.** Lessee shall be responsible for removing weeds and mowing the right of way area around their hangar.

8. **Maintenance.** Lessee shall perform routine repairs and maintenance on the Hangar. Upon the Lessee's failure to do so, the Lessor may clean and/or otherwise repair the Hangar at the Lessee's expense. Lessee further agrees that no flammable material shall be stored in the Hangar, other than the usual oil and fuel contained in aircraft tanks and engines, and lubricants required for the servicing of Lessee's aircraft.

9. **Security.** Lessee agrees that Hangar doors shall be closed and lights turned off when the Hangar is unattended, and that no aircraft engine shall be operated within the Hangar.

10. **Commerce.** No commercial business whatsoever, of any kind or nature, shall be conducted in or from Hangar unless approved in advance by the Common Council.

11. **Storage.** Lessee shall store nothing in the Hangar other than an aircraft and the necessary tools, equipment, and parts required for the service of the aircraft with the exception of snowmobiles, off-road vehicles, or similar recreational vehicles personally owned by the Lessee. All such allowed items must be stored inside the Hangar.

12. **Regulations.** Lessee agrees to assist the airport in complying with Federal Airport Air Carrier Security Requirements FAR 107/108 as the same may be amended from time to time. Lessee agrees not to operate any vehicle other than an aircraft on the Aircraft Operations Area of the airport. This includes taxiways and aircraft ramp areas outside of the Property area. Lessee agrees to obey all the laws, rules, regulations, and ordinances that may be promulgated from time to time by the United States of America, the State of Wisconsin, County of Barron, or the City of Chetek, as may affect the use of the Hangar or the Airport.

13. **Covenant to Hold Harmless: Public Liability Insurance.**

a. **Indemnification.** Lessee agrees to indemnify and hold Lessor harmless against and from any and all claims, damages, costs, and expenses, including reasonable attorney's fees, arising from Lessee's use and occupancy of the leased premises. Lessor shall not be liable, and Lessee waives all claims against the Lessor, for damage to person or property sustained by Lessee or its employees or agents, resulting from the condition of a building situated on the leased premises, the leased premises proper, or any equipment or appurtenance located thereon; or such claims as may result from an accident on or about the leased premises, including any improvements thereon.

b. **Minimum Insurance.** Lessee agrees to carry and pay the premiums for either commercial general liability insurance, comprehensive liability insurance, or public liability insurance, insuring for injury to property, person, or loss of life arising out of the use and occupancy of the leased premises, with limits of at least \$100,000 property damage, \$300,000 for any one person, and \$500,000 for any number of persons injured or killed in any one accident. Lessee shall furnish to the Lessor a certificate of said insurance as may be requested by Lessor from time to time. Such policy or policies of insurance shall not be canceled, discontinued, or altered unless Lessee first gives ten (10) days written notice to Lessor.

c. **Penalty.** Evidence of the required insurance shall be provided on each anniversary date of this lease. Failure to provide this evidence within ten (10) days of its due date shall, in addition to other remedies for default under this lease, subject the Lessee to a penalty of Fifty Dollars (\$50.00) for each such failure.

14. **Assignment.** Lessee shall not assign, mortgage, or encumber this Lease or sublet or permit the leased premises, or any part thereof, to be used by others for purposes other than storage of an aircraft without the prior written consent of Lessor in each instance, but such consent shall not be unreasonably withheld. No such consent is required for the storage of aircraft other than Lessee's.

15. **Default and Remedies.**

a. **Acts of Default.** Each of the following shall be deemed a default by Lessee and a breach of the Lease:

- (i) Failure to pay any rent within 10 days of its due date.
- (ii) Failure to do, observe, keep, and perform any of the terms, covenants, conditions, agreements, and provisions of this Lease for a period of twenty (20) days after written notice of such failure is given by the Lessor to the Lessee.
- (iii) The abandonment of the premises by Lessee except upon the termination of this Lease as expressly permitted by a provision hereof.
- (iv) The filing by the Lessee of a petition for relief under the Bankruptcy Act of the United States, as amended; the filing by Lessee of a petition for relief under any state bankruptcy, receivership, or any insolvency statute; the making by the Lessee of any assignment for the benefit of its creditors, or any appointment of a receiver or trustee for Lessee for all or part of its property; or the taking by execution of any of Lessee's rights hereunder.

Upon the happening of any of the events set forth in this paragraph, Lessor shall have the right without notice to terminate all of Lessee's interests herein forthwith.

- b. **Remedies.** Upon the happening of any of the acts of default set forth above, Lessor shall have the right to elect one or more of the following remedies:
- (i) Lessor may terminate this Lease upon a specified date not less than twenty (20) days after the date of notification in writing to Lessee of an act of default as set forth in subparagraphs (a)(i), (ii), or (iii) unless such default has been cured within said twenty (20) day period.
 - (ii) If Lessee commits an act of default, Lessor may re-enter the premises upon a specified date not less than twenty (20) days after the date of notification in writing to Lessee by Lessor of the act of default set forth in this section unless such default was cured within said twenty (20) day period. Such re-entry shall not be deemed abandonment by Lessee. Upon Lessor's re-entry, Lessee shall remain liable for all rentals due for the term of this Lease; provided, however, that the Lessor shall use its best efforts to relet the premises on behalf of Lessee upon the best terms and conditions available in the marketplace, and to credit Lessee with the rentals received by Lessor for such reletting.
 - (iii) In the event of default described in subparagraph (a)(iv), Lessor may elect to accept rentals from any trustee, receiver, or other agent to occupy the leased premises so long as said trustee, receiver, or other agent performs all of the other terms and conditions of this Lease. Nothing herein shall be construed to give to any trustee, receiver, or other agent any right, title, or interest in or to the leased premises or any leasehold interest therein.

In addition to the foregoing, Lessor shall have the right to exercise any remedy at law or equity as provided by the laws of the State of Wisconsin.

16. **Surrender Upon Termination of Lease.** Lessee shall vacate the leased premises in the good order and repair in which such property is at the time this Lease is executed, ordinary wear and tear excepted, and shall remove all of its property there from so that Lessor can repossess the lease premises no later than noon on the day upon which this Lease ends, whether upon notice, by holdover or otherwise. Lessor shall have the same rights to enforce this covenant by ejectment and for damages or otherwise and for the breach of any other condition or covenant of this Lease. Lessee may, at any time prior to or upon the termination of this Lease, remove from the leased premises all materials, equipment, and property of every other sort or nature installed by Lessee thereon, provided that such property is removed without substantial injury to the leased premises. No injury shall be considered substantial if it is promptly corrected by restoration to the condition prior to the installation of such property if so requested by Lessor. Any property of Lessee not removed shall become the property of the Lessor.

17. **Miscellaneous.**

a. **Duplicates; Recordation.** The parties shall, at any time at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form lease, setting forth a description of the leased premises, the term of this Lease, and any other portions thereof, excepting the rental provisions, as either party may request.

b. **No Waiver.** No waiver by Lessor of a breach of any of the covenants contained in this Lease shall be construed to be a waiver of any succeeding breach of the same covenants.

c. **Arrears.** All arrearages in the payment of rent or any other payment required by the Lessee under this Lease shall bear interest from the date when due and payable at the rate of twelve percent (12%) per annum until paid.

d. **Written Modifications.** No modification, release, discharge, or waiver of any provisions hereof shall be of any force, effect, or value unless in writing signed by Lessor and Lessee, or their duly authorized agents or attorneys.

e. **Entire Agreement.** This instrument contains the entire agreement between the parties as of this date, and the execution hereof has not been induced by either party by representations, promises, or understanding not expressed herein. There are no collateral agreements, stipulations, promises, or undertaking whatsoever upon the respective parties in any way touching the subject matter of this instrument which are not expressly contained in this instrument.

f. **Notices.** Any notice, offer, or demand required to be sent hereunder shall be sent by United States mail addressed to the respective parties at:

To Lessor: City of Chetek
 220 Stout
 Street
 Chetek, WI 54728

To Lessee: _____
 Name

 address

 Phone: _____ email _____

Nothing herein contained shall be construed as prohibiting the parties respectively from changing the place at which notice is to be given, but no such change shall be effective unless and until it has been accomplished by written notice given in the manner set forth in this paragraph.

g. **Governing Law.** All of the rights and remedies of the respective parties shall be governed by the provisions of this instrument and by the laws of the State of Wisconsin as such laws relate to the respective rights and duties of landlords and tenants.

h. **Rules of Interpretation.** The language used in this Lease shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction against either party shall apply to any terms or condition hereof.

Make and model of aircraft to be stored: _____

Aircraft registration #: _____

Name of insurance company: _____

Address of insurance company: _____

Effective date of coverage: _____

Expiration date: _____

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals the same day and year first above written.

CITY OF CHETEK, Lessor

By: _____
Jeff Martin, Mayor

By: _____
Carmen Newman, Clerk/Treasurer

By: _____, Lessee

Date: _____

By: _____, Lessee

Date: _____

	Lease Listing		paid 2016
1	Brod, Herbert	1/13/2026	\$604.94
2	Davis, John	12/13/2031	\$246.37
3	Abbott, Greg	1/1/2025	\$285.38
5	Schoonover, Mark	1/1/2021	\$109.76
6	Lenbom, Mark	renewable	\$121.97
7	Lind, Stephen	1/1/2026	\$931.80
8	Southworth, Grant	1/1/2026	\$939.12
9	Phillips, Dave	1/1/2023	\$1,036.52
10	Thalacker, H & Wacker, L	1/1/2026	\$1,048.89
11	Beuthling, Gary	12/31/2034	\$409.78
12	Thomas, David	12/31/2034	\$719.58
12A	Harrison, Chuck	5/1/2018	\$941.55
12B	Carlson, Kevin	8/1/2018	\$941.55
13	Cushing, Jim	11/1/2036	\$546.39
14	Buffinton, Gene	1/1/2026	\$848.85
15	Sailor, Robert	8/1/2017	\$746.42
16	Koenitzer, Judd	no lease	\$443.94
17	Eberle, John	5/10/2025	\$531.76
18	Hinz, Michael	8/26/2023	\$592.75
	Schoonover, Mark (XBN Realty LLC	1/11/2037	\$1,400.13
20	Schlasinger, Larry	10/12/2019	\$753.73
21	Schlasinger, Larry	2/1/2019	\$1,312.32
	Larsen, Jim/ Aerosource,		
22	LLC	1/1/2024	\$1,268.40
23	Thalacker, H & Kutrieb, M	8/1/2020	\$885.45
50	Kirkman, Todd	10/31/2021	\$1,756.27
51	Kirkman, Todd	1/1/2017	\$1,426.96
52	vacant		
53	Kirkman, Todd	12/1/2020	\$1,229.39
54	Torseth, Jim	11/1/2020	\$1,229.39
55	Wells, Kris	12/1/2020	\$956.19

56	Riewestahl, Dan	11/1/2020	\$1,097.67
57	Hartman, William	11/1/2025	\$1,229.39
58	Schoonover, Mark	see hangar 5	\$1,229.39
59	H.T. Lystrup, Jr. - c/o Lystrup Trust	12/1/2020	\$1,229.39
60	Whitmore, Alex	3/1/2021	\$987.90
61	Skaw, Jack	9/1/2024	\$1,070.84
62	Ayres, Shawn	3/1/2021	\$983.02
63	Eberle, John	9/1/2023	\$87.89
			\$32,181.04
			\$869.76

Hangar lease fee:

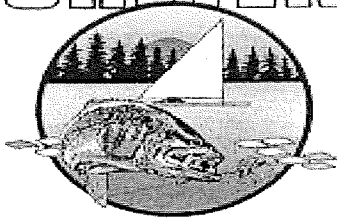
2009 \$92.25

10/13/09 - 110.7

11/9/2010 - 121.77

11/11/14 - 146.12

CHETEK



City of Chetek

220 Stout Street | PO Box 194

Chetek WI 54728-0194

PHONE NO: 715-924-4838

Statement Date: 08/02/2017

STATEMENT

Customer No: 1484

Leeann Hester
PO Box 176
Chetek WI 54728

Date	Invoice #	Description	Charge	Credit	Balance
08/08/2016	2198	Rental of 2-Yard Dumpster- 1146 Leonard Street	40.00	.00	40.00
10/03/2016	2307	Interest	.60	.00	40.60
11/02/2016	2395	Interest	.60	.00	41.20
12/01/2016	2442	Interest	.60	.00	41.80
01/03/2017	2524	Interest	.60	.00	42.40
02/02/2017	2562	Interest	.60	.00	43.00
03/01/2017	2612	Interest	.60	.00	43.60
04/03/2017	2644	Interest	.60	.00	44.20
05/01/2017	2687	Interest	.60	.00	44.80
06/06/2017	2740	Interest	.60	.00	45.40
07/05/2017	2794	Interest	.60	.00	46.00
08/02/2017	2840	Interest	.60	.00	46.60

Balance Due: 46.60

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
.60	.00	.60	.60	43.60