

City of Chetek Common Council Meeting Agenda

Tuesday, March 13th, 2018 - 6:00 p.m. – Council room, 220 Stout Street, Chetek, WI

AGENDA:

Call to order

Roll call – Council Members: Scott Bachowski____ Cliff Bronstad____, Mark Eby____, Mark Edwards____

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

CONSENT AGENDA:

1. council minutes from February and City claims for February
2. Accept and place on file - department/board reports as submitted – February Library minutes, February Housing Authority minutes, February Plan Commission minutes
3. Resignations from boards/committees – none
4. Appointments to Boards & commissions:
5. General licenses/permits: Chetek-Weyerhaeuser Scholarship foundation requests: use of Phillips Park pavilion Friday, June 29th 4pm-7pm & use of bandshell and Phillips Park pavilion Saturday June 30th - 6am-11:30 am, street closure on Lakeview Drive from Wisconsin Avenue to City Park Drive 6am-11am June 30th; application to exceed pet limit- 510 Pleasure Street

OLD BUSINESS (discussion and possible action items by council)
none

NEW BUSINESS (discussion and possible action items by council)

1. Renewal of listing of south industrial park - Mary Gustafson
2. Police department - new hire and purchase of new squad car
3. Chamber of Commerce proposal for a joint use building
4. Parks committee - expand committee for parks assessment on needed improvements
5. Barron County solid waste committee - attendance/updates on county incinerator operation
6. Updates/repairs on rental house at 698 Hwy SS - replacement of garage door and basement carpet
7. Site lease agreement for 4.8 acre parcel of land in north industrial park
8. Cemetery maintenance agreement with Town of Chetek
9. Clarification on vacation allowance - Justin Hutzler and Dustin Davis

Adjourn

NOTE: Any person who has a qualifying disability as defined by the American With Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format must contact the municipal clerk at (715) 924-4838 by 10:00 a.m. the Friday prior to the meeting, so that any necessary arrangements can be made to accommodate each request.

Minutes of the Common Council Meeting of the City of Chetek held on Tuesday, February 13, 2018 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.

Bachowski motioned to approve agenda – 2nd by Eby. Carried.

Public Comments: Teachers from the Chetek-Weyerhaeuser High School shared information regarding the new non-profit entity they are forming - World Wise International Travel. The non-profit organization will be fund-raising to provide opportunities for students to travel internationally. They are planning on hosting a World's fare event on July 5th at the Phillips Park in Chetek. Barb Geborek addressed the council with concerns regarding excessive vehicles and junk in her neighborhood. The matter will be looked into by Jeff Martin.

Consent agenda - Bachowski motioned to approve: council minutes & claims from January, accept and place on file minutes: December & January Library minutes, Housing Authority annual minutes of 2017 & January minutes, January Plan Commission minutes; Appointments: Shawn Ayers to Plan Commission; General licenses/permit: Temporary Class "B" fermented malt beverage for Chamber of Commerce for Governor's Fishing opener to be held at the Mill May 4th and 5th; request from Chamber of Commerce to use beach and Phillips Park on May 5th for Governor's fishing opener; request from Chamber to allow snowmobiles/ATVs to use Lakeview drive from corner of Wisconsin Avenue to the beach for Winterfest; Request from World Wise International Travel to use Phillips Park and Gotham Park on July 5th. Motion 2nd by Eby. Carried.

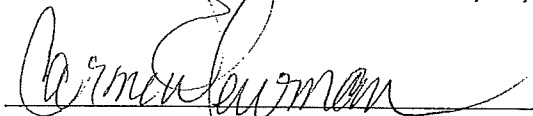
Central States Pension Settlement - Eby motioned to authorize the mayor and clerk/treasurer to secure financing in the amount of \$780,000 for settlement with Central States Pension Plan. 2nd by Bachowski. Carried.

Land division - Eby motioned to approve certified survey map for Stacy Neuman for the SE/SE of Section 25, Township 33 North, Range 11 West - City of Chetek. Property at 20 15th Street being divided into two parcels. 2nd by Bronstad. carried.

Temporary Street Use Permit - The Mill. Bronstad motioned to approve the renewal of the street use permit for the Mill with provisions noted from Plan Commission meeting- including angled parking on west side of Dixon only, no parking on east side of Dixon, City to pay for and erect appropriate no parking signs; Dead-end, no through street signs to be moved closer to 6th Street on Banks Street to discourage cars from entering initially; large illuminating sign facing east is to be shut down when closed for business and by midnight, chains are to be up for events and down when events not occurring. Facility must be closed/operation closed no later than 10:00 p.m. on Sundays through Thursdays and by midnight on Fridays and Saturdays. Lessee may extend hours of operation on Sundays or Mondays that fall on Memorial Day, Independence Day, and Labor Day. Street use permit to be renewed through Tuesday, August 21, 2018. 2nd by Eby. carried.

Resolutions - Bronstad motioned to approve 2018-01 adjusting 2017 budget. 2nd by Eby. carried.
2018-02 - appropriating money in the 2018 budget for library contributions from Rusk, Dunn, and Barron counties. Motion to approve by Bachowski, 2nd by Eby. carried.

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


Carmen Newman, clerk/treasurer

Minutes of the Public Hearing of the Common Council held on Tuesday, February 13, 2018 at 5:30 p.m. in the council chamber, 220 Stout Street, Chetek.

Mayor Martin called the hearing to order at 5:30 p.m.

The purpose of the hearing is to review the petition for a text amendment to the Central Business District to allow rental apartments as a conditional use. Jason Fostvedt's building at 214 Knapp Street burned down completely and he is looking to rebuild the structure with only apartments. Previously the building had a beauty shop and two apartments.

Roll call: Cliff Bronstad, Mark Eby, Scott Bachowski, Jeff Martin, Mark Edwards.

Also in attendance: Randi Osberg, city attorney; Joe Atwood, building/zoning administrator; Dan Knapp, public works director; Shawn Ayers, C.J. Connor, Jennifer Blatz, Jason Fostvedt, Barb Geborek.

Public comments:

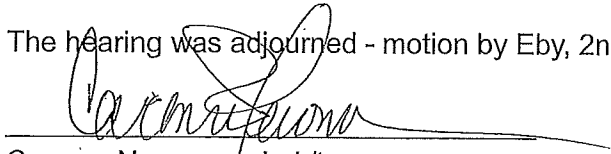
Shawn Ayers stated he felt having rentals in the central business district would have a negative impact on the downtown businesses. The central business district is meant for retail businesses, not rentals. CJ Connor stated she preferred to have another business in that location versus just rentals. Businesses refer customers to each other and more traffic will come down Knapp Street if there are more businesses.

Mayor Martin read a letters from Lynn & Randy Marty, Chetek Bakery owners; and Chris Moullet, It's My Lucky Day Boutique. Marty's letter stated that they felt it would not be in the best interest of the downtown area to have an apartment building. They were in favor of Jason rebuilding the structure with a business and rentals above or behind the business.

Chris Moullet wanted it known that she was against the petition. She felt not having a business in that location will deter people from walking further down the street to explore other businesses.

There was discussion regarding the type of structure Jason was proposing and the available area for required parking. He stated he had two separate plans and would have enough parking. The size of the apartments as well as the size of a possible store front was discussed. Randi Osberg stated he did not find any statute regulating the size of a store.

The hearing was adjourned - motion by Eby, 2nd by Bachowski. Carried.



Carmen Newman, clerk/treasurer

The Plan Commission of the City of Chetek was called to order by Mayor Martin at 6PM. Roll call was taken present were Mayor Martin, Eby, Wacker, Etten, Hunsinger. Absent was Knepper Also present were property owner of the Mill Nancy & Buddy Helms many residents, Joe Atwood and City Attorney Randy Osman. We are in compliance with open meeting law. Motion would be to recommend the following changes be made and also made part of the temporary use agreement for the Mill Chetek LLC .

Angled parking

Reflection on fences

Moving sign closer to 6th street

Chains down when event is not going on

Big light sign going off no later then midnight on a night of a party and off at dark any other time.

Shuttle Service

John Hunsinger made motion to approve temporary use agreement with a 6 month period Del 2nd motion, motion carried

Conditions of the Conditional Use

1 Facility must be closed no later then 10pm Sunday through Thursday except for holiday Mondays which would then be midnight. And midnight on Friday-Saturday

2 The conditional use permit shall be for a term of 1 year from the issuance date. If any complaints have been received prior to the expiration of the term, the planning commission shall conduct a hearing to consider renewal revision revocation or termination of the conditional uses and the conditional use permit. If no complaints have been timely received the CUP mat be automatically renewed for one year unless the planning commission directs a longer period.

3 Allow angled parking on west side of Dixon St. no parking signs to be put up on East side of Dixon with the City to pay for the signs and installation

4 Reflectors to be put on both of the fences that are now there

5 Move the dead end sign on Banks street closer to 6th Street in hopes that people will not be turning around on Banks as much as they have been.

6 Chains are to only be up during events and down when events are not being held.

7 Sign to be turned off no later then dusk when there is no business at the Mill if business is being done the sign is to go off no later then midnight.

8 The Mill is to offer shuttle service for guest from off site parking locations.

Del made motion to approve conditions and have City attorney draft correctly for attachment with the conditional use permit. Etten 2nd motion motion carried

Discussion action approve or not approve text amendments for rentals in the central business dist. and send recommendation to council for the public hearing Feb 13th

Recommend any central business dist.

Wacker moved to approve Eby 2nd it to change the whole central business dist. to be able to motion passed

Motion to adjourn Wacker and Huntsinger 2nd to adjourn all approved.

Respectfully Submitted

Mark Eby



Carmen Newman <cnewman@cityofchetek-wi.gov>

Street Closing/Park Request for Fishy Four

2 messages

Dawn Knutson <tdknut@citizens-tel.net>

Wed, Feb 28, 2018 at 7:35 PM

To: Carmen Newman <carmenn@cityofchetek-wi.gov>

Hello Carmen,

Please find attached the street closing request for the Fishy Four for Saturday, June 30, 2018.

We would also like to request the beach pavilion for Friday, June 29th 4:00-7:30pm and on Saturday, June 30th from 6:00-11:30am. Also we would like to reserve the beach band shell on Saturday, June 30th from 6:00-11:30am.

Thanks so much!!

Dawn Knutson

Dawn Knutson

**CWSF.pdf**

335K

Carmen Newman <cnewman@cityofchetek-wi.gov>

Thu, Mar 1, 2018 at 8:38 AM

Draft To: Dawn Knutson <tdknut@citizens-tel.net>

Got it - I will have this on the March 13th agenda.

****Please note new email address -**Carmen Newman
clerk/treasurer, WCMC
220 Stout Street, PO Box 194
Chetek, WI 54728
pop.est. 2221www.cityofchetek-wi.gov

[Quoted text hidden]

REQUEST TO CLOSE STREET/ALLEY

Date/s for closing

6/30/18

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

Address CWSF, PO Box 244, Chetek, WI 54728

Phone 715-237-2477

Reason for street/alley closing: 2018 Fishy Four Mile Run/Walk

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

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

Street _____ from _____ ending _____ am/pm _____ am/pm

Street _____ from _____ ending _____ am/pm _____ am/pm

HIGHLIGHT THE ABOVE ON THE ATTACHED MAP

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

Failure to contact affected owners may result in denial.

BARRICADES NEEDED ☒ YES ☐ NO

Will there be amplified music/noise? ☒ yes ☐ no During What hours? 8-11 am

Outdoor music may require permit – You must contact Police Department.

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

Signature Dawn Knutson

date 2/28/18

Printed name Dawn Knutson

COUNCIL APPROVED _____ DENIED _____ DATE OF MEETING 3/13/18

ROUTED TO PUBLIC WORKS DEPARTMENT _____ ROUTED TO POLICE DEPARTMENT _____

City of Chetek Application to Exceed Pet Limit
(per ordinance 708A enacted 6-8-2010)

Fee: \$25.00

Receipt # 1,057796

Requestor information

Name: Robert + Mariah Miles telephone 612-751-6691

Property address 510 Pleasure St. Chetek, WI 54728

Mailing address 510 Pleasure St. Chetek, WI 54728

Pet owner Information

I own the property and the pets ☒

I own the property but the pets belong to another individual _____ (if this is checked explain why the pets reside at your residence and for how long)

I rent the property _____ If this is checked, owner permission needs to be given and written permission attached.

Pet Information: Number of cats residing with you? 1 Number of dogs residing with you? 3

What are the ages of the above pets? 1 1/2 years, 7 years, 5 1/2 years, 10 months (kitty)

How many of the above pets reside outdoors? 0

If your pets reside outdoors, what type of containment/shelter is provided for the pet?
They live indoors, but we will be putting a fence in this spring. For our dogs, so they can spend time outside with us and run around a bit.

Have you ever received complaints regarding your pets? _____ yes ☒ no If yes, please describe the

Circumstances: _____

Have your current pets been continually licensed annually? It wasn't required at our old house in MN

Request being made: I am seeking to harbor an additional _____ (dog/cat)

Please explain why you feel the additional pet will not be a nuisance to the neighbors:

Requestor signature Mariah Miles

Date 2-28-18

Council meeting date _____ granted _____ denied _____

Reason granted or denied: _____

Letter sent to requestor _____

Example to use
again —

N-2 Line

LAYDOWN, STORAGE AND EQUIPMENT PARKING SITE LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of May, 2015, by and between the CITY OF CHETEK, a municipal corporation, (Lessor) and DAIRYLAND POWER COOPERATIVE, a Wisconsin non-stock cooperative association, (Lessee).

WITNESSETH

The Lessor hereby leases unto Lessee, upon the conditions as hereinafter set forth certain lands as hereinafter described for the purpose of parking of equipment and associated vehicles, and delivery, loading and unloading, staging, and temporary storage of utility poles and other related materials shipped and/or delivered to the site which will be distributed to various work sites of Lessee within the proximity of Dairyland Power Cooperative's N-2 proposed and existing 69kV electrical transmission lines, located south, east and north of Chetek, Wisconsin, for purposes of power line construction.

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

A parcel of land located in the SW1/4-SE1/4 of Section 24, T33N, R11W, City of Chetek, Barron County, Wisconsin, described as follows:

Lot 3-A, CSM 26/62, Map #3727, located on Hochmayer Dr. and being a part of the Industrial Park of the City of Chetek, said lot contains 4.8 acres, more or less.
(Parcel ID: 211-8022-18-000)

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

RENTAL

The Lessee will pay unto the Lessor the sum of Thirteen Thousand Six Hundred Dollars (\$13,600.00) as rent for and in consideration of the execution and delivery of this lease agreement, in advance and representing consideration for the full term referenced hereinafter, the receipt of which is hereby acknowledged.

TERM

The term of this lease agreement is for a period of Seventeen (17) months, commencing on May 1, 2015 and expiring on September 30, 2016.

TERM EXTENSIONS

This lease may be extended on a month to month basis upon the mutual agreement of the Lessor and Lessee. Rentals for any extension period will be Eight Hundred Dollars (\$800.00) per month, payable in advance, to the Lessor at the address designated hereinafter.

TERMINATION

This lease agreement may be terminated by Lessor upon a thirty (30) day written notice (delivered by certified mail to the respective address set forth herein) for the breach of any conditions of this lease agreement /or/ by either party for any reason after a one hundred eighty (180) day written notice (delivered by certified mail to the respective address set forth herein) to the other party. Any personal property of the Lessee remaining after expiration or termination may be removed by Lessor and Lessee agrees to reimburse Lessor for the costs of such removal, handling, storage and/or disposal of Lessee's personal property. Prepaid rentals, less costs incurred by Lessor to facilitate the removal, handling, storage and/or disposal of Lessee's personal property, to the date of removal of Lessee's personal property from the leased premises, will be prorated and refunded to the Lessee by Lessor within sixty (60) days after the removal of all of Lessee's personal property to the address of Lessee as set forth hereinafter. Should Dairyland Power Cooperative breach this lease agreement, there shall be no refund of prepaid rentals.

TAXES

Dairyland Power Cooperative shall be responsible for all personal property taxes related to equipment stored on the Leased Premises, if any. Should the property become subject to real estate taxes due to the property being leased, Dairyland Power Cooperative shall be responsible for any potential real estate taxes

USE OF AND AUTHORIZED ACCESS TO LEASEHOLD

The Lessee is authorized under the terms of this lease agreement to use the leased premises solely for the temporary storage of utility poles and other related material, together with overnight and/or weekend parking of construction vehicles, machinery, warehouse/storage trailer and other necessary equipment used in the construction of the electrical transmission line.

The Lessee is hereby authorized to enter upon the leased premises with such employees, representatives and agents, together with such vehicles, tools, machinery and equipment, as may be determined necessary by Lessee to exercise the rights granted under the terms of this lease agreement.

The Lessor authorized the Lessee to have installed necessary electrical power service and associated poles and associated equipment for the purpose of power supply to the construction warehouse / storage trailer and/or equipment for security lights and cameras. All utilities for the leased land shall be billed directly to, and paid by, Dairyland Power Cooperative.

The Lessor further authorizes the Lessee to grade and place such road gravel as may be reasonably necessary to accommodate vehicular travel and the storage of utility poles and material on, over and across the leased premises, all at the sole cost and expense of Lessee. Driveways constructed by the Lessee under the auspices of this provision will, upon the

termination or expiration of this lease agreement, remain in place and will become the property of the Lessor.

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

PERMITS, AUTHORIZATIONS AND APPROVALS FOR THE SITE USE

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

SITE MANAGEMENT

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

RESTORATION

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

Lessee will pay Lessor for all damage to the leased premises, improvements, fences or other property of Lessor caused by the activities of Lessee.

Lessee will, upon the termination or expiration of this lease agreement, pay the costs to restore lawn and driveway areas, upon and within the leased premises.

All gravel placed on and upon the leased premises by Lessee (except driveway entries and aprons that are to be retained by Lessor) will be removed after the termination or expiration of this lease agreement at the expense of the Lessee.

Restoration and removal of all utility poles, material, vehicles, tools, machinery and equipment shall be completed within thirty days after termination of lease.

ASSIGNMENT AND SUBLEASE

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

INDEMNIFICATION REGARDING LESSEE PERSONAL PROPERTY

Additionally, Lessee agrees to defend, indemnify and hold harmless Lessor, its employees, and agents from and against any and all claims, lawsuits, losses, liabilities, penalties, damages, claims, judgments, costs and expenses, including without limitation attorneys' fees, whatsoever

arising out of any use of the Leased Premises or based upon any act or omission on the part of Lessee or its subcontractors, employees, servants, agents, customers, and invitees, in relation thereto. Lessor shall not be liable, in any manner, shape or form for injury or damage to any person or persons or property in or upon Leased Premises, while the Leased Premises are in the possession of Lessee, its successors, and assigns. Lessee agrees to defend and hold Lessor harmless against all costs, expenses, liabilities, losses, fines, penalties, claims and demands, arising out of any violation or act of default of Lessee in the conditions and covenants of this Lease, or arising out of environmental issues of any nature whatsoever related to Lessee's use of the Leased Premises.

INSURANCE

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

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

Lessee will maintain Worker Compensation insurance as required by law and at statutory limits. Lessee will also obtain and maintain Employer's Liability insurance with minimum limits of \$500,000.

NOTICE

Written notices and/or consents required hereunder will be made by certified mail and addressed to the respective parties as follows:

Lessor:	City of Chetek 220 Stout Street P.O. Box 194 Chetek, WI 54728-0194 Attn: City Clerk 715-924-4838
Lessee:	Dairyland Power Cooperative P.O. Box 817 La Crosse, WI 54602-0817 Attn: Director, Land and Design Services 608-788-4000

LIENS

The Lessee will not permit any mechanics' liens to be filed against or attached to the leasehold estate as a result of Lessee activities.

ENTIRE AGREEMENT

This constitutes the entire agreement between the Lessor and Lessee with respect to the lease agreement, and no oral statements, promises, express or implied warranties, except as expressly set forth herein, will be valid unless reduced to writing and executed by both parties on or after the date of this lease agreement.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this lease agreement to be duly executed as of the day and year first above written.

LESSOR:

LESSEE:

CITY OF CHETEK

DAIRYLAND POWER COOPERATIVE

BY: Mike Linton
Its MAYOR

BY: Kurt D. Childs
Kurt D. Childs
Director, Land and Design Services

BY: Carrie Seeman
Its Clerk/ Treasurer.