Revised 12/3/19 1:45 pm

City of Chetek Common Council Meeting Agenda Tuesday, December 10, 2019 - 6:00 p.m.

Council room, 220 Stout Street, Chetek, WI

AGENDA:			
Call to order			
Roll call – Scott Bachowski, Earl 6	Grover, Terry Hight	, Mark Edwards	Mayor Martin
Prayer			·
Pledge of Allegiance			

Approve agenda

- ----

Announcement of closed session later in meeting — 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 - review & discuss request for qualifications for engineering services for new wastewater treatment plant, reconvene; act on closed session item.

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 2019, November claims
- 2. Department/Board reports as submitted: Police department November report; Housing Authority-October; Library-November
- 3. Resignations from boards/committees: Judy Anderson-Housing Authority
- 4. Appointments to Boards & commissions: Marge Jost to Housing Authority
- 5. General licenses/permits:

OLD BUSINESS - none

NEW BUSINESS - the following items will be discussed by the council and possible action taken

- 1. Vintage Voyagers request to use the north end of Chetek airport for annual car show July 3-4, 2020
- 2. Appointment of Election Inspectors 1/1/2020 through 12/31/2021
- 3. Update to municipal bond schedule
- 4. CDBG- public facilities grant Roselawn project update
- 5. Resolution 2019-23 budget adjustments for 2019
- 6. Overtime pay for public works on call-in shifts
- 7. Approve hangar lease agreements/transfers for Traci Schoonover
- 8. Closed session as noted above; reconvene.
- 9. Consider submitted Request for Qualifications for engineering services for new wastewater treatment plant
- 10. 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 Joint meeting of the Common Council and Plan Commission of the City of Chetek held on Tuesday, November 19, 2019 at 5:30 p.m. in the Council Chamber, 220 Stout Street, Chetek, WI

Meeting was called to order at 5:30 p.m. by Jeff Martin, mayor.

Present: Earl Grover, Terry Hight, Jeff Martin, Mark Edwards, Scott Bachowski, Dave Swangim, Del Wacker, Mark Etten, Shawn Ayers, John Hunsinger, Joe Atwood.

Also in attendance: Carmen Newman, Cassandra Larson, Cody Filipczak (C and M Builders), Sean Bohan (Advanced Engineering Concepts)

A discussion was held regarding the proposed housing development on Knapp Street. Questions were raised concerning traffic, storm water, what type of housing units to allow, lot sizes. Cody Filipczak advised that he would be interested in building a couple units to test the market. He would advertise the development through his company. He would like to see some covenants in place for uniformity in the development.

Sean Bohan answered questions regarding the platting process and what the requirements would be for storm water planning. Engineers would work with the plan commission to design the housing development keeping in mind concerns regarding zoning, traffic, lots sizes, stormwater, etc.

The decision as to whether to continue with the engineering process will be determined by the council at a future meeting.

Carmen Newman, clerk/treasurer

Minutes of the Community Development Block Grant Hearing of the Common Council of the City of Chetek held on Tuesday, November 12, 2019, at 6:00 p.m. in the Council Chamber, 220 Stout Street, Chetek, WI

Hearing was called to order at 6:00 p.m. by Mayor Jeff Martin Present: Mayor, Jeff Martin, Scott Bachowski, Earl Grover, Terry Hight, Mark Edwards

Also present: Dan Knapp, Deb Jacobs, Donna Bachowski, Ron Ambrozaitis, Marge Jost, Carl Cooley, Carmen Newman, Christopher Van Beek, Susan Wojtkiewicz

The purpose of the hearing is to review the community development block grant which was awarded in 2018 in the amount of \$31,600.

Mayor Martin gave an overview of the program.

The City of Chetek was awarded the \$31,600 grant from the Community Development Block Grant-Special Projects Program to help fund the Barron County Community Housing Studies Project. This is a federally funded grant program that is administered in Wisconsin by the state's Department of administration. The project involves the completion of housing needs studies by Barron County and six communities including Barron, Cameron, Chetek, Cumberland, Rice Lake, and Turtle Lake. Chetek served as the lead applicant for the award.

The project commenced in the Fall of 2018 with West Central Wisconsin Regional Planning Commission - who was hired to do the studies. The total project cost is \$63,200 with grant reimbursement of \$31,600.

The project involved the collection of data from sources such as the U.S. Census Bureau, a workforce survey conducted by the UW-River Falls Survey Research Center, and interviews with Barron County stakeholders (employers). Several forums were held throughout the county in the summer of 2019 to report the findings and obtain feedback from residents and local officials.

No public comments were made.

Motion to close the hearing by Bachowski, 2nd by Hight. Carried.

Carmen Newman, clerk/treasurer

Minutes of the Common Council Budget Hearing held on Tuesday, November 12, 2019 at 6:15 p.m. in the council chamber at 220 Stout Street, Chetek, WI

Mayor, Jeff Martin, called the hearing to order.

Present: Jeff Martin, Scott Bachowski, Earl Grover, Terry Hight, Mark Edwards. Also present: Ron Ambrozaitis, police chief; Dan Knapp, public works director; Deb Jacobs, Donna Bachowski, community center director; Marge Jost, Carl Cooley, Chetek Alert; Christopher VanBeek, Susan (?).

The purpose of this hearing is to discuss and review the proposed 2020 budget.

Council discussed the 2020 budget. The levy for the City of Chetek will remain at \$1,259,726 which hasn't increased since 2018. No public comments were made.

Motion to adjourn hearing by Bachowski, 2nd by Edwards. Carried.

Carmen Newman, clerk/treasurer

Minutes of the Common Council Meeting of the City of Chetek held on Tuesday, November 12, 2019, at 6:00 p.m. (following public hearings) in the Council Chamber, 220 Stout Street, Chetek, WI

The meeting was called to order at 6:30 p.m. by Mayor Jeff Martin. Present: Scott Bachowski, Earl Grover, Terry Hight, Mark Edwards Motion by Hight, 2nd by Grover, to approve agenda. Carried.

<u>Consent agenda</u> - Council minutes from October, city claims from October, accept and place on file department/board reports as submitted: police-October; Library-October; Plan Commission-October. Motion to approve -Bachowski, 2nd by Hight. carried.

Old business - none

New Business

WPPA contract - Edwards motioned to approve the Wisconsin Professional Police Association agreement for 2020. The contract added part-time officers to the contract, clarified benefits for full-time officers only, and included a 3% increase in wages. 2nd by Bachowski. Carried.

Teamster contract - Bachowski motioned to approve the 2020 Teamster contract which included a 3% wage increase. 2nd by Edwards. Carried.

Employee 2020 wages - Bachowski motioned to approve a 3% wage increase for all non-union employees, except the library employees which are set by the library board. 2nd by Edwards. Carried.

Hangar lease fees - Bachowski motioned to increase the annual hangar lease fees by 20%. This increases the fees from \$210 to \$252. 2nd by Grover. Edwards-no, Hight-no, Bachowski-yes, Grover, yes. Mayor Martin voted yes. Carried.

2020 Budget - Hight motioned to approve the 2020 budget. The tax levy for the City will remain the same as it has been since 2018 - \$1,259,726. 2nd by Edwards. Carried.

Carryover unused levy - Hight motioned to approve the carryover of \$6,611 from prior years unused levy. 2nd by Edwards. Carried.

Vacation carryover - Hight motioned to approve the carryover of 97 vacation hours for Joel Fostvedt to be used within three months. 2nd by Grover. Carried.

Engineering for new treatment plant - Grover motioned to approve the solicitation of Requests for Qualifications for engineering services for the new treatment plant. RFQs to be submitted prior to the December council meeting and council will schedule interviews. 2nd by Bachowski, carried.

Ambulance services - Mark Edwards discussed the ambulance service's financial and employee concerns. The subsidy amounts are calculated using municipality populations. The City of Chetek has the highest usage of the ambulance service and there has been discussion of changing the way the subsidy is calculated to include usage. Council members agree that all options will need to be considered in light of the fact that the subsidy amounts are increasing and the financial status of the ambulance service is uncertain. There are questions regarding the cost of the billing and collection services, lack of EMT's filling shifts, payroll costs, etc. Council will consider contacting outside providers to get a cost for contracting ambulance service.

MOU - Hight motioned to approve a memo of understanding between the City of Chetek, Town of Prairie Lake, and Town of Chetek. The MOU states that the City of Chetek will claim the volunteer hours for FEMA reimbursement and will pay the full invoice for the rented wheel loader and grapple. 2nd by Edwards. Carried.

٨	Action.	to	adjourn	hv	Bachowski,	2nd I	hy G	rover	Carried	
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Carmen	Newman,	clerk/treas	urer

THE CHETEK HOUSING AUTHORITY

MONTHLY BOARD MEETING MINUTES October 24, 2019

The Chetek Housing Authority met at the Lone Oak Apartments Community Room located at 801 West Stout Street in Chetek, WI.

CALL TO ORDER / ROLL CALL:

Chair Anderson called the meeting to order at 10:30 AM. A quorum of directors was present, and the meeting, having been duly convened, was ready to proceed with business.

Commissioners present: Judy Anderson, Terry Hight, Victoria Kutchins, Shirley Morley and Lou Ann Novak

Other(s) present: Meg Skemp, Executive Director and tenants

MINUTES OF PREVIOUS MEETING: Minutes of the previous meeting were reviewed.

Motion (Novak/Morley) to approve the minutes of the September 26, 2019 meeting.

Motion carried; unanimous.

<u>FINANCIAL REPORT/BILLS</u>: The financial statements prepared by Housing Authority Accounting Specialists (HAAS) for August were reviewed.

Motion (Morley/Hight) to file the financial report for audit.

Motion carried; unanimous.

The committee reviewed the payment detail report for the current bills due.

Motion (Novak/Morley) to approve payment for the bills.

Motion carried; unanimous.

COMMUNICATIONS: None

<u>REPORTS OF COMMITTEES</u>: The notes from the October 23 tenant meeting were reviewed, which included an updated bulk cable TV and internet agreement, the draft of the proposed lease and attachments,

and the formation of a committee for the presentation of the memorial for former maintenance manager Erv Amundson.

<u>DIRECTOR'S REPORT</u>: The committee reviewed and discussed the report provided in the board packs, which includes occupancy, maintenance, tenant and management concerns.

OLD BUSINESS: None

NEW BUSINESS:

<u>CONSIDER LEASE REVISION</u>: The committee reviewed and discussed the proposed lease and attachments revision.

<u>REPOSITIONING</u>: Skemp provided handouts and discussed HUD's Repositioning Initiative, which allows Public Housing Agencies to exit the Public Housing Program and enter into a different type of HUD funding which would eliminate certain administrative burdens. Every Housing Authority is required to discuss the Initiative with their Portfolio Specialist and assess whether it is right for them. No action taken.

THANKSGIVING DINNER: Discussion was held regarding the Thanksgiving Dinner, which will be held after the November 21 board meeting. Chair Anderson will order the food; Skemp will send out RSVP invitations.

PUBLIC COMMENT: None

NEXT MEETING DATE AND POTENTIAL AGENDA ITEMS: The next meeting will be held Thursday, November 21st at 10:30 AM. The Thanksgiving dinner will follow.

<u>ADJOURN MEETING</u>: **Motion (Hight/Kutchins)** to adjourn at 11:56 AM. Motion carried; unanimous.

Respectfully submitted,

Meg Skemp, recording secretary





City of Chetek Common Council 220 Stout Street P.O. Box 194 Chetek, WI 54728

The Vintage Voyagers Street Rod Club would like to request the use of the north end of the Chetek Airport for our annual car show in collaboration with the city Liberty Fest. We would like to reserve July 3rd for set up and July rth for the show. We look forward to your reply.

P.S. This will be our 30th anniversary showing with the City of Chetek.

Thank you, Larry Larson Vintage Voyager Street Rod 288 23 7/4 Street Chetek, WI 54728

Deb Jacobs	2	924-3973	PM	Feb 1956/ 60
521 Dallas Street				
Audrey Miller	5	715-642-1737	AM off wed.	May 1966/50
1352 Knapp Street			M & t = 1-9	
			Th & F 9-5	
Joanne Rehberg	6	924-3280	AM	Feb 1938/ 78
109 Elizabeth Lane				
LouAnn Novak	7	715-554-2589	AM	Nov 1947/69
902 Knapp Street				
Janet Ramis	8	715-925-2552	AM	June 1950/66
106 Elizabeth Lane				
John & Sandra Kurschner	9 -	924-3367	PM	Oct 1943/73
540 Lakeview Drive	10			Dec 1942/74
Evelyn Nelson	12	925-2473	PM	May 1940/76
614 First Street				
Chetek WI 54728				
Mary Brown	13	924-3073	PM	March 1949/67
22 Bird Street				
Chetek WI 54728				
Linda Martin	14	924-4234	PM	May 1965/50
PO Box 781				
			PM	Nov 1970/46
Jeanne Anderson	16		either	Jan 1950/66
PO Box 706		715-296-7711		3411 2330/00
Chetek WI 54728				
Nelda Tweed	17	715-410-6073	AM	Aug 1938/78
707 Tainter Street				1118 2200,70
Apt 110				
Chetek WI 54728				
Alice Wardon	20	715-491-0398		Dec 1951/65
929 22 nd Street				300 230 2700
Chetek, WI 54728				
Shirley Morley	21	924-2273		Feb 1937/79
23 Darn Republican				160 1307/73
Chetek, WI 54728				
Lorraine Beidron	22	715-764-1031		Mar 1947/69
801 W Stout Street				17101 15 17/05
#26				
Chetek, WI 54728				-
Donna Bachowski		715-931-0502		
265 Nielsen Lane				
Chetek, WI 54728				
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Chetek Police Department

P.O. Box 537 • 101 Moore Street • Chetek, WI 54728 Phone (715) 924-3686 • Fax (715) 924-2855 Administrative (715) 924-4711 Drug Tip Line (715) 925-DRUG (3784) Chief Ron Ambrozaitis Lieutenant Jessica Larson

November 19, 2019

Chetek City Counsel;

I am asking for the following changes to the Chetek Ordinances. I would like to change the fines to the following

Ordinance		Ordinance #		Old bond		New bond
Poss. of THC		CH62-59.b		\$250.00		\$500.00
Poss. Of THC 2 nd		CH62-59.b.2		\$500.00		\$750.00
Poss. Of Drug Para		CH62-59.c		\$250.00		\$500.00
Poss. Of drug para. 2 nd	Ch62-	59.c.2	\$500.0	00	\$750.0	00
Juv. Poss. Of THC		CH62-59.c.j		\$124.00		\$250.00
Juv. Poss. of THC 2 nd		CH62-59.c.j.2		\$376.00		\$500.00
Underage Alcohol (17-20)		Ch10-102.2		\$187.00		\$313.00
Underage Alcohol (17-20) 2nd	4	Ch10-102.2.2		\$313.00		\$500.00
Retail Theft		CH62-144		\$187.00		\$313.00
Retail Theft 2 nd	CH62-	144.2	\$376.0	00	\$500.0	00
Dog/Cat at Large		CH18-24.2		\$124.00		\$250.00
Dog/Cat at Large		CH18-24.2.2		\$187.00		\$313.00

Lt. Larson and I have sat down with Judge Harrison and discussed the fine changes. Judge Harrison is in agreement with the above changes.

Sincerely

Chief Ron Ambrozaitis

RESOLUTION NO. 2019-23

WHEREAS, donations to the "shop with a cop" program were received in the amount of \$1,000,

WHEREAS, the Senior Citizens, Inc. made a donation towards new flooring at The Center in the amount of \$3,000,

WHEREAS, a reimbursement was received for damages to the police vehicle in the amount of \$383.58,

WHEREAS, police training reimbursement in the amount of \$960 was received from the State of Wisconsin,

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Chetek that the City Clerk/Treasurer be authorized to adjust the **2019 budget** with the aforementioned funds to the following accounts:

Revenue acce	ounts	Expense Accounts	
100-46216	\$ 2,343.58	100-52119	\$ 383.58
100-48500	\$ 3,000.00	100-57219	\$ 1,000.00
		100-52125	\$ 960.00
		100-57128	\$ 3,000.00

CITY OF CHETEK

By:	
-	Jeff Martin, Mayor
Attest:	
	Carmen Newman, Clerk/Treasurer

Passed: December 10, 2019

Case 2019PR000042

Document 9

Filed 11-12-2019

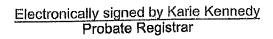
Page 1 of 1

FILED 11-12-2019 Register in Probate Rusk County, Wisconsin 2019PR000042

LETTERS ISSUED BY:

Telephol

DATE SIGNED: November 12, 2019





STA	TE OF WISCONSIN, CIRCUIT CO	URT, <u>RUSK</u>	COUNTY	
INI TI	HE MATTER OF THE ESTATE OF		☐ Amended	
:	· Control of the cont		Domiciliary Letters	
MAR Name	KT. SCHOONOVER		⊠ Informal Administration	•
מסמ	9: 10/28/2019		☐ Formal Administration	
			Case No. 19 PR	
То:	Traci L. Selioonover			
	Weyerhaeuser, WI 54895			
The	decedent, with date of birth 01/15/	1954 and date o	of death 10/28/2019	, was
	iciled in Rusk	County, St	ate of Wisconsin	
Othe	er:			
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(CO	URT SEAL)			
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(1) /4 ()	Form completed by: (Name)			
	Attorney Cindy L. Hangartner			
.	Address Weld Riley, SC			
	PO Box 1030, Eau Claire, WI 54702	-1030		
	Telephone Number	Bar Number (If any)		
	(715) 839-7786	1023308		

THIS LEASE, amended this 1st day of December, 2019, between <u>City of Chetek ("Airport")</u>
Lessor and <u>Traci Schoonover</u> ("Lessee.") Amendment made to transfer lease from Mark Schoonover (deceased) to Traci Schoonover

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 premises are known and described as Parcel # 5 premises (the "Property") are leased under the terms and conditions as follows:

- 1. Term. The lease period is for a term of twenty (20) years commencing on January 1, 2001. The Lessee agrees to promptly pay the City of Chetek in advance an annual rental fee of \$ 57.60 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. <u>Construction Liens.</u> 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.
- 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. <u>Insurance.</u> 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. <u>Inspection.</u> 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 maybe stored in the Property and retain possession of same until the rent is paid in full. Rental payments not received within

THIS LEASE, amended this 1st day of December, 2019, between <u>City of Chetek ("Airport")</u>
Lessor and <u>Traci Schoonover</u> ("Lessee.") Amendment made to transfer lease from Mark Schoonover (deceased) to Traci Schoonover

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 premises are known and described as Parcel # 19 premises (the "Property") are leased under the terms and conditions as follows:

- 1. Term. The lease period is for a term of twenty (20) years commencing on January 11, 2017. The Lessee agrees to promptly pay the City of Chetek in advance an annual rental fee of \$ 146.12 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. <u>Construction Liens.</u> 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.
- 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. <u>Insurance.</u> 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. <u>Inspection.</u> 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 maybe stored in the Property and retain possession of same until the rent is paid in full. Rental payments not received within

THIS LEASE, amended this 1st day of December, 2019, between <u>City of Chetek ("Airport")</u> Lessor and <u>Traci Schoonover</u> ("Lessee.") Amendment made to transfer lease from Mark Schoonover (deceased) to Traci Schoonover

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 premises are known and described as Parcel # 58 premises (the "Property") are leased under the terms and conditions as follows:

- 1. Term. The lease period is for a term of twenty (20) years commencing on May 1, 2001. The Lessee agrees to promptly pay the City of Chetek in advance an annual rental fee of \$ 57.60 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. <u>Construction Liens.</u> 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.
- 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. <u>Insurance.</u> 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. <u>Inspection.</u> 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 maybe stored in the Property and retain possession of same until the rent is paid in full. Rental payments not received within

THIS LEASE, amended this 1st day of December, 2019, between <u>City of Chetek ("Airport")</u> Lessor and Alex Whitmore ("Lessee.") Amendment made to transfer lease from Mark Schoonover (deceased) to Traci Schoonover

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 premises are known and described as **Parcel # 60** premises (the "Property") are leased under the terms and conditions as follows:

- 1. Term. The lease period is for a term of twenty (20) years commencing on March 1, 2001. The Lessee agrees to promptly pay the City of Chetek in advance an annual rental fee of \$92.25 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. <u>Construction Liens.</u> 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.
- 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. <u>Insurance.</u> 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. <u>Inspection.</u> 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 maybe stored in the Property and retain possession of same until the rent is paid in full. Rental payments not received within