

City of Chetek Common Council Meeting Agenda

Tuesday, October 13, 2020 - 6:00 p.m. – Council room, 220 Stout Street, Chetek, WI

In order to slow the spread of the Coronavirus (COVID-19) pandemic, the City will conduct this meeting as a through The City's Facebook - live. We will be limiting the number of persons attending in-person. Anyone wanting to attend in person should call city hall at 715-924-4838

AGENDA:

- Call to order
- Roll call – Scott Bachowski____, Earl Grover____, Terry Hight____, Mark Edwards____ Mayor Martin____
- Prayer
- Pledge of Allegiance
- Approve agenda

Mayor's Comments

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.

Review of 2019 audit - April Anderson, Clifton, Larson, Allen, LLP

CONSENT AGENDA:

1. council minutes & claims **September**
2. Accept and place on file Department/Board reports as submitted - **Police report; Housing Authority August; Personnel August;**
3. Resignations from boards/committees -
4. Appointments to Boards & commissions:
5. General licenses/permits: Chetek Lutheran Church - request to close Schofield Street for Trunk or Treat October 25th

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

Ordinance 777A - pet limit change

Ordinance 778A - premise description change - limit removed

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

1. Hangar sale - Traci Schoonover sale of hangar #5 to Russell Pruzek
2. Delinquent accounts receivable
- 3.

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

Financial Statement Notations

Item
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1 Auditors' Report (Opinion):

The financial statements are fairly stated. We issued what is known as an "unmodified" audit opinion.

Management Letter:

Our report on internal control included the following deficiencies in internal control over financial reporting.

Material Weaknesses:

Limited Segregation of Duties

Material Audit Adjustments

Annual Financial Reporting Under Generally Accepted Accounting Principles (GAAP)

- 2 General Fund:** The General fund is the general operating fund of the City. It is used to account for all financial resources which are not required to be accounted for in another fund.

	12/31/2019	12/31/2018	12/31/2017	12/31/2016
General Fund Balance Sheet Summary:				
Cash and Investments	\$ 2,464,877	\$ 1,825,873	\$ 2,183,620	\$ 1,950,859
Taxes Receivable	885,603	1,271,922	1,265,216	838,512
Accounts Receivable	77,238	122,058	129,645	42,588
Due from Other Funds	68,751	66,519	61,919	125,560
Prepaid Items	-	29,301	27,604	-
	<u>\$ 3,496,469</u>	<u>\$ 3,315,673</u>	<u>\$ 3,668,004</u>	<u>\$ 2,957,519</u>
Liabilities	\$ 79,859	\$ 34,804	\$ 31,533	\$ 11,001
Deferred Revenues:				
General Property Taxes	1,269,189	1,259,726	1,259,726	1,248,766
Total Liabilities & Deferred Rev.	<u>1,349,048</u>	<u>1,294,530</u>	<u>1,291,259</u>	<u>1,259,767</u>
Fund Balance:				
Nonspendable	2,495	29,301	27,604	1,015
Restricted	333,030	15,235	15,182	15,182
Assigned	692,791	871,437	863,565	545,012
Unassigned	<u>1,119,105</u>	<u>1,105,170</u>	<u>1,470,394</u>	<u>1,136,543</u>
Total Fund Balance	<u>2,147,421</u>	<u>2,021,143</u>	<u>2,376,745</u>	<u>1,697,752</u>
	<u>\$ 3,496,469</u>	<u>\$ 3,315,673</u>	<u>\$ 3,668,004</u>	<u>\$ 2,957,519</u>
Revenues	\$ 2,645,050	\$ 2,612,975	\$ 2,533,510	\$ 2,544,711
Expenditures	<u>(2,873,075)</u>	<u>(3,699,766)</u>	<u>(2,582,704)</u>	<u>(2,490,747)</u>
Net Other Financing Sources (Uses)	354,303	731,189	728,187	30,185
Change in Fund Balance	<u>\$ 126,278</u>	<u>\$ (355,602)</u>	<u>\$ 678,993</u>	<u>\$ 84,149</u>
% of Unassigned Fund Balance to General Fund Expenditures				
	39.0%	29.9%	56.9%	45.6%

- 3 Special Revenue Funds:** Special Revenue funds are used to account for the proceeds of specific revenues sources that are restricted to expenditures for specified purposes.

	12/31/2019	12/31/2018	12/31/2017	12/31/2016
Special Revenue Fund Balances:				
CDBG Housing Rehab Loans	\$ 91,585	\$ 79,688	\$ 31,605	\$ 70,208
Storm Water Fund	60,340	55,095	54,741	90,969
Park Development Fund	<u>(2,082)</u>	<u>23,241</u>	<u>-</u>	<u>-</u>
	<u>\$ 149,843</u>	<u>\$ 158,024</u>	<u>\$ 86,346</u>	<u>\$ 161,177</u>

Financial Statement Notations

Item
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- 4 **Debt Service Funds:** Debt Service Funds are used to account for the accumulation of resources for, and the payment of certain general long-term debt principal, interest and related charges.

	12/31/2019	12/31/2018	12/31/2017	12/31/2016
Debt Service Funds Balances:				
Promissory Notes	\$ 22,305	\$ 21,968	\$ 21,764	\$ 21,568

- 5 **Capital Project Funds:** Capital Project funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities other than those financed from proprietary funds.

	12/31/2019	12/31/2018	12/31/2017	12/31/2016
Capital Project Fund Balance:				
TID #2	\$ -	\$ 88,214	\$ 25,232	\$ (63,909)
TID #3	(66,669)	(66,519)	(61,919)	(61,651)
	<u>\$ (66,669)</u>	<u>\$ 21,695</u>	<u>\$ (36,687)</u>	<u>\$ (125,560)</u>

6 **Long-term Obligations**

	12/31/2019	12/31/2018	12/31/2017	12/31/2016
General Obligation Debt:				
General City Purposes	\$ 638,013	\$ 946,286	\$ 532,590	\$ 765,653
Water Utility Purposes	111,657	-	139,728	240,996
Sewer Utility Purposes	144,710	49,580	82,410	114,570
Total General Obligation Notes	<u>894,380</u>	<u>995,866</u>	<u>754,728</u>	<u>1,121,219</u>
Mortgage Revenue Bonds:				
Water Utility	36,925	-	-	-
Sewer Utility	248,108	247,985	52,409	84,208
Other Long-term Obligations:				
Employee Leave Liabilities:				
General City	59,166	54,375	46,011	77,222
Utilities	11,965	18,838	22,943	17,719
	<u>\$ 1,250,544</u>	<u>\$ 1,317,064</u>	<u>\$ 876,091</u>	<u>\$ 1,300,368</u>

Equalized Valuation	\$ 164,973,600	\$ 156,663,700	\$ 145,324,200	\$ 140,675,200
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General Obligation Debt Limit	\$ 8,248,680	\$ 7,833,185	\$ 7,266,210	\$ 7,033,760
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General Obligation Debt as Percent of Debt Limitation	10.8%	12.7%	10.4%	15.9%
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Financial Statement Notations

Item
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- 7 **Enterprise Funds:** Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private business enterprise--where the intent of the governing body is that the costs of providing the services is to be recovered from those using the services.

	Water Utility		Sewer Utility	
	2019	2018	2019	2018
Balance Sheet Summary:				
Current Assets	\$ 697,447	\$ 817,135	\$ 151,363	\$ 126,255
Restricted Assets	1,171	-	263,337	247,000
Utility Plant	2,379,610	1,977,490	2,175,661	2,247,909
Other Assets	10,273	1,474	1,694	2,319
	<u>\$ 3,088,501</u>	<u>\$ 2,796,099</u>	<u>\$ 2,592,055</u>	<u>\$ 2,623,483</u>
Current Liabilities-Payable C/A	\$ 21,953	\$ 8,266	\$ 39,555	\$ 13,502
Current Liabilities-Payable R/A	1,171	-	8,828	28,335
Long-term Liabilities:				
Debt	142,921	-	359,920	270,262
Postemployment Benefits	23,831	28,052	29,686	44,130
Total Liabilities	<u>189,876</u>	<u>36,318</u>	<u>437,989</u>	<u>356,229</u>
Net Assets:				
Invested in Capital Assets	2,232,126	1,977,490	1,782,211	1,949,312
Restricted	1,098	-	262,900	247,000
Unrestricted	665,401	782,291	108,955	70,942
Total Net Assets	<u>2,898,625</u>	<u>2,759,781</u>	<u>2,154,066</u>	<u>2,267,254</u>
	<u>\$ 3,088,501</u>	<u>\$ 2,796,099</u>	<u>\$ 2,592,055</u>	<u>\$ 2,623,483</u>
Current Ratio for C/A (1+ Desired))	31.8	98.9	3.8	9.4
Current Ratio for R/A (1+ Desired))	1.0	-	29.8	8.7
Fixed Assets to Debt (2+ Desired)	16.6	#DIV/0!	6.0	8.3
Operating Income (Loss) - GAAP	\$ 71,702	\$ 66,817	\$ (13,658)	\$ (10,417)
Change in Net Position - GAAP	\$ 138,844	\$ 14,597	\$ (113,188)	\$ 195,572
Rate of Return (6.0%)	1.95%	1.79%	N/A	N/A

**Minutes of the Common Council Meeting of the City of Chetek held on Tuesday,
September 8, 2020, at 6:00 p.m. in the Council Chamber, 220 Stout Street, Chetek, WI**

The meeting was called to order at 6:00 p.m. by Mayor Jeff Martin.

Present: Jeff Martin, Earl Grover, Terry Hight, Mark Edwards, Scott Bachowski

Approve agenda - Motion by Bachowski, 2nd by Hight. carried.

Consent agenda - Council minutes from August, city claims from August, accept and place on file department/board reports as submitted: Plan Commission July & August, Housing Authority-July, Library January through July - Motion to accept and place on file by Hight, 2nd by Grover. Carried.

Old business -

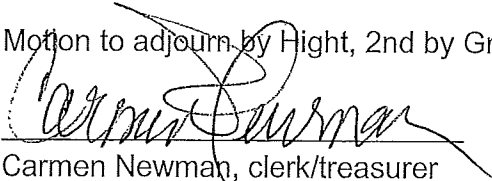
Pet limit ordinance - Council has approved applications to exceed the pet limit with the directive that once the animals have passed or no longer reside in the household they must comply with the ordinance or; they have given permission on a temporary basis. Hight made the motion to change the pet limit to three (3) dogs or cats per household/family. 2nd by Grover. Carried.

Premise description changes - the ordinance currently allows for a total of four (4) changes per year to the premise description on the liquor licenses (where they can serve/store alcohol). Businesses that do not have an approved outdoor area on their license request premise description changes for special events, fundraisers, liberty fest, etc. Motion by Bachowski, 2nd by Edwards to change the ordinance to remove the language "there shall be a limit of three premise description changes during the calendar year in addition to a free premise description change for an event to be held in conjunction with the Fourth of July during Liberty Fest weekend" and leave the number of changes up to council discretion. Carried.

Bachowski motioned to approve Resolution 2020-10 - support of telecommuting opportunities and telecommuter forward certification and appoint Dave Armstrong as the single point contact for coordinating telecommuting opportunities. . 2nd by Edwards. Carried.

Motion by Bachowski, 2nd by Edwards to approve the hiring of Emily Breidenbach as a full-time officer effective September 16, 2020. Carried.

Motion to adjourn by Hight, 2nd by Grover. Carried.



Carmen Newman, clerk/treasurer

Minutes of the Special Meeting of the Common Council held on Tuesday, September 29, 2020 at 6:00 p.m. in the council chamber - 220 Stout Street.

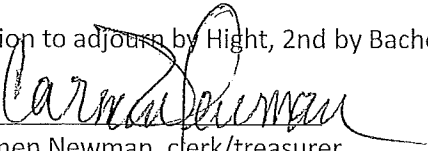
Mayor Martin called the meeting to order at 6:00 p.m.

In attendance: Mark Edwards, Terry Hight, Earl Grover, Scott Bachowski, Mayor Jeff Martin.

Council members heard housing development proposal presentations from S.C. Swiderski, LLC, Northpointe Development Corporation, and Whitehorse Construction.

Motion by Bachowski, 2nd by Edwards to approve the hiring of Mark Eby for the administrative assistant/utility billing clerk effective October 19, 2020. Bachowski-yes, Edwards-yes, Hight-yes, Grover. No. carried.

Motion to adjourn by Hight, 2nd by Bachowski. Carried.


Carmen Newman, clerk/treasurer

THE CHETEK HOUSING AUTHORITY

MONTHLY BOARD MEETING MINUTES

August 27, 2020

The Chetek Housing Authority met at the Chetek City Hall Council Room located at 220 Stout Street in Chetek, WI.

CALL TO ORDER / ROLL CALL

Chair Hight called the meeting to order at 2:00 PM. A quorum of directors was present, and the meeting, having been duly convened, was ready to proceed with business.

Commissioners present: Terry Hight, Marge Jost, Victoria Kutchins, Lou Ann Novak, and Cynthia Schaller

Other(s) present: Meg Skemp, Executive Director and Danielle Maxwell-Parker, Deputy Director (via teleconference)

MINUTES OF PREVIOUS MEETING

Minutes of the previous meeting were reviewed.

Motion (Kutchins/Jost) to approve the minutes of the July 23, 2020 meeting as presented. Motion carried; unanimous.

FINANCIAL REPORT/BILLS

The year-end statements were not ready by the meeting, so the committee reviewed the July transactions. No action taken.

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

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

Motion carried; unanimous.

DIRECTOR'S REPORT

The committee reviewed and discussed the report provided in the board packs, which included occupancy, maintenance, tenant, and management concerns. No action taken.

UNFINISHED (OLD) BUSINESS

WATER MAIN REPLACEMENT PROJECT UPDATE

Bjugstad Enterprises will begin work mid-September and will be done no later than September 30th. The committee reviewed the sidewalk plan created by Short, Elliot and Hendrickson. No action taken.

NEW BUSINESS

COMMUNICATION DEVICE POLICY

The committee reviewed a draft policy and discussed potential language to be included. Skemp and Maxwell-Parker will revise the policy according to need and bring a draft to the next meeting. No action taken

COMMUNICATION DEVICE DISTRIBUTION AND EDUCATION

Chromebooks were distributed prior to the meeting. Skemp and Maxwell-Parker spent a few minutes highlighting key points to operating the devices. No action taken.

PUBLIC COMMENT

None.

NEXT MEETING DATE AND POTENTIAL AGENDA ITEMS: The next meeting will be held Thursday, September 24th via the Zoom application. Public notice along with information about public monitoring of the meeting will be posted in advance. The Water Main and Sidewalk Replacement projects and the Communication Device Policy will be discussed.

ADJOURN MEETING:

The meeting adjourned by unanimous consent at 3:49 PM.

Respectfully submitted,



Meg Skemp, recording secretary

Minutes of the Personnel Committee meeting held on Thursday, August 27, 2020 at 5:30 p.m. at City Hall, 220 Stout Street, Chetek, WI

Meeting called to order by Mayor Martin at 5:30 p.m.

Attendance: Mark Edwards, Scott Bachowski, Jeff Martin

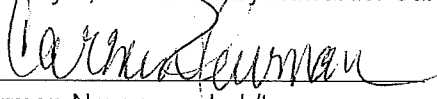
Also in attendance: Carmen Newman (clerk/treasurer), Ron Ambrozaitis (police chief), Cassandra Larson (deputy clerk-treasurer), Jessica Larson (officer)

Officer Jessica Larson requested payout on vacation hours. Past practice has been to allow the carryover of some vacation hours to be used within a designated time. Personnel manual does state that vacation time does not accumulate from one year to another; All vacation earned must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacation.

Motion by Bachowski to go into closed session. 2nd by Edwards. Carried.

Motion to go into open session by Edwards, 2nd by Bachowski. Carried.

Motion by Bachowski to approve the carryover of 98 vacation hours for Jessica Larson to be used by January 1, 2021. 2nd by Edwards. Carried.


Carmen Newman, clerk/treasurer



Carmen Newman <cnewman@cityofchetek-wi.gov>

Trunk or Treat - October 25

2 messages

Wendy Newman <ChetekLutheranYouthDirector@hotmail.com>
To: Carmen Newman <cnewman@cityofchetek-wi.gov>

Tue, Oct 6, 2020 at 11:55 AM

Carmen -

Did I miss the meeting where I need to ask about closing the street? Where did September go!

If I can still get on the agenda and put that request in I would like to.

At this time, we are tentatively planning on Sunday, October 25 from 3 - 5. We may end up not holding it depending on the current public health situation in our area, but want to plan for the best!

Please let me know if you have paperwork on file or if I need something new to submit. I will talk directly to the funeral home.

Thanks,
Wendy Newman
Youth and Family Ministry
Chetek and Dovre Lutheran

Carmen Newman <cnewman@cityofchetek-wi.gov>
To: Wendy Newman <ChetekLutheranYouthDirector@hotmail.com>

Tue, Oct 6, 2020 at 1:20 PM

Hi Wendy - no, you didn't miss the meeting! The next regular council meeting will be October 13th. I will put it on the agenda - I don't think we need to fill out a form. It's such a small portion of a road -

Carmen Newman
clerk/treasurer, WCMC
City of Chetek - Barron County
220 Stout Street, PO Box 194
Chetek, WI 54728
pop.est. 2221
715-924-4838
cnewman@cityofchetek-wi.gov

www.cityofchetek-wi.gov

[Quoted text hidden]

ORDINANCE NO. 777A

The Common Council of the City of Chetek does hereby ordain as follows:

Section 1.

Section 18-32 (c) Limitation on number of dogs or cats is hereby amended to read as follows:

Number limited. No family or person shall own, harbor or keep in its possession more than Three (3) dogs or cats on any residentially zoned lot without the prior approval of the Common Council, which may be conditional, except that a litter of pups or kittens or a portion of a litter may be kept for not more than eight weeks from birth. If more than one family resides on a residential lot, then only a total of six dogs or cats shall be allowed on the residential lot unless prior approval is obtained from the Common Council.

Section 2

This ordinance shall take effect on its passage and publication as provided for by law.

CITY OF CHETEK

By _____
Jeff Martin, Mayor

Attest: _____
Carmen Newman, Clerk/Treasurer

Date passed: October 13, 2020

Date published: October 21 2020

ORDINANCE NO. 778A

The Common Council of the City of Chetek does hereby ordain as follows:

Section 1.

Section 10-63 Change in premises description is modified as follows:

The following section is hereby deleted:

(3) Premises description change limit. There shall be a limit of three premises description changes during the calendar year in addition to a free premises description change for an event to be held in conjunction with the Fourth of July during Liberty Fest weekend.

Section 2

This ordinance shall take effect on its passage and publication as provided for by law.

CITY OF CHETEK

By _____
Jeff Martin, Mayor

Attest: _____
Carmen Newman, Clerk/Treasurer

Date passed: October 13, 2020

Date published: October 21 2020

HANGAR SPACE LEASE

THIS LEASE, made this **November 1, 2020**, between the City of Chetek ("Airport"), Lessor, and Russell Pruzek, ("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 # 5** (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 **November 1, 2020**. The Lessee agrees to promptly pay the City of Chetek in advance an annual rental fee of **\$ 252.00** 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 personally 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 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 payment 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 their 50% share of the area on either side of 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 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 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. Any hangar owner conducting any type of approved business in their hangar must provide insurance as outlined in City of Chetek code of ordinances section 22-21.

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 One Hundred Fifty Dollars (\$150.00) 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 portion 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 constructed 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
 PO Box 194
 Chetek, WI 54728

To Lessee: Russell Pruzek
 N 13654 Cty I
 New Auburn, WI 54757

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 conditions 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: _____ date _____
Jeff Martin, Mayor

By: _____ date _____
Carmen Newman, Clerk/Treasurer

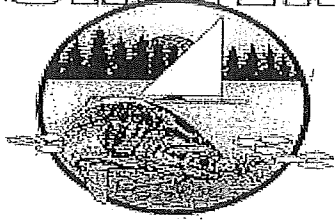
By: _____, Lessee

Date: _____

By: _____, Lessee

Date: _____

CHETEK



City of Chetek

220 Stout Street | PO Box 194

Chetek WI 54728-0194

PHONE NO: 715-924-4838

STATEMENT

Statement Date: 10/01/2020

Michelle Bishop
314 Lake Street
Pepin WI 54759

Customer No: 1713

Rental Curt Crane

Date	Invoice #	Description	Charge	Credit	Balance
06/30/2020	4328	Pick up of misc garbage items for residential customers = 523 Stout Street, 2 couches	30.00	.00	30.00
08/01/2020	4384	Interest	.45	.00	30.45
09/01/2020	4442	Interest	.45	.00	30.90
10/01/2020	4505	Interest	.45	.00	31.35

Balance Due: 31.35

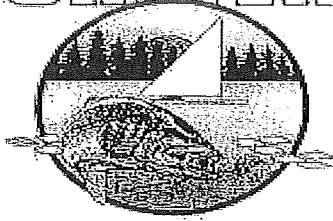
Please make check payable to:

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

Past due please pay promptly.

OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	OVER 120 DAYS	OVER 150 DAYS
.00	.45	30.00	.00	.00

CHETEK



City of Chetek

220 Stout Street | PO Box 194

Chetek WI 54728-0194

PHONE NO: 715-924-4838

STATEMENT

Statement Date: 10/01/2020

Jonathon Francois
862 - 22 3/4 St
Chetek WI 54728

Customer No: 1690

← moved 2/2020, said it was
new owner's resp. one says it's not.

Date	Invoice #	Description	Charge	Credit	Balance
01/20/2020	4160	replace frozen water meter: 1105 W Banks St, 1/17/19	188.00	.00	188.00
03/01/2020	4194	Interest	1.88	.00	189.88
04/01/2020	4211	Interest	1.88	.00	191.76
05/01/2020	4241	Interest	1.88	.00	193.64
06/01/2020	4277	Interest	1.88	.00	195.52
07/02/2020	4337	Interest	1.88	.00	197.40
08/01/2020	4379	Interest	1.88	.00	199.28
09/01/2020	4437	Interest	1.88	.00	201.16
10/01/2020	4502	Interest	1.88	.00	203.04

Balance Due: 203.04

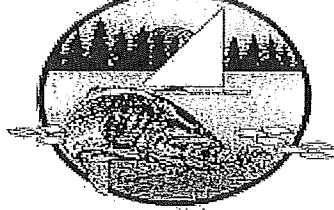
Please make check payable to:

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

Past due please pay promptly.

OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	OVER 120 DAYS	OVER 150 DAYS
.00	1.88	1.88	1.88	193.64

CHETEK



City of Chetek

220 Stout Street | PO Box 194

Chetek WI 54728-0194

PHONE NO: 715-924-4838

Statement Date: 10/01/2020

STATEMENT

Tiara Peterson
614 1/2 No. Main St #1/2
Rice Lake WI 54868

Customer No: 1680

? no city address

Date	Invoice #	Description	Charge	Credit	Balance
09/24/2019	3991	Pick up of misc garbage items for residential customers- 1 mattress, 1 microwave	30.00	.00	30.00
11/01/2019	4036	Interest	.45	.00	30.45
12/01/2019	4126	Interest	.45	.00	30.90
01/01/2020	4148	Interest	.45	.00	31.35
02/01/2020	4172	Interest	.45	.00	31.80
03/01/2020	4192	Interest	.45	.00	32.25
04/01/2020	4210	Interest	.45	.00	32.70
05/01/2020	4240	Interest	.45	.00	33.15
06/01/2020	4276	Interest	.45	.00	33.60
07/02/2020	4336	Interest	.45	.00	34.05
08/01/2020	4378	Interest	.45	.00	34.50
09/01/2020	4436	Interest	.45	.00	34.95
10/01/2020	4501	Interest	.45	.00	35.40

Balance Due: 35.40

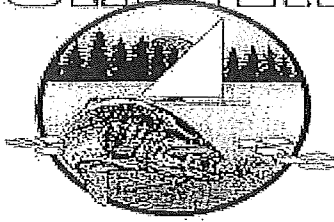
Please make check payable to:

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

Past due please pay promptly.

OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	OVER 120 DAYS	OVER 150 DAYS
.00	.45	.45	.45	33.15

CHETEK



City of Chetek

220 Stout Street | PO Box 194

Chetek WI 54728-0194

PHONE NO: 715-924-4838

1145 Dallas

Statement Date: 10/01/2020

STATEMENT

Customer No: 1672

Rachel Gage
1229 Kern Ave
Rice Lake WI 54868

~~A~~ Renter

Date	Invoice #	Description	Charge	Credit	Balance
05/01/2020	4248	Pick up of misc garbage items for residential customers.	15.00	.00	15.00
06/01/2020	4275	Interest	.23	.00	15.23
07/02/2020	4335	Interest	.23	.00	15.46
08/01/2020	4377	Interest	.23	.00	15.69
09/01/2020	4435	Interest	.23	.00	15.92
10/01/2020	4500	Interest	.23	.00	16.15

Balance Due: 16.15

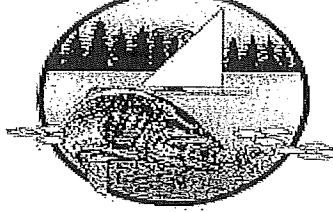
Please make check payable to:

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

Past due please pay promptly.

OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	OVER 120 DAYS	OVER 150 DAYS
.00	.23	.23	.23	15.00

CHETEK



City of Chetek

220 Stout Street | PO Box 194

Chetek WI 54728-0194

PHONE NO: 715-924-4838

STATEMENT

Statement Date: 10/01/2020

Melvin Miller
1887 7th Avenue
Chetek WI 54728

Customer No: 1648

Gravel purchase
int. council
voted to not
remove int.

Date	Invoice #	Description	Charge	Credit	Balance
01/01/2019	3708	Interest	5.85	.00	5.85
02/01/2019	3733	Interest	5.85	.00	11.70
03/01/2019	3748	Interest	5.85	.00	17.55
04/01/2019	3764	Interest	5.85	.00	23.40
05/01/2019	3790	Interest	5.85	.00	29.25
06/01/2019	3830	Interest	5.85	.00	35.10
07/01/2019	3875	Interest	5.85	.00	40.95
08/01/2019	3916	Interest	5.85	.00	46.80
09/01/2019	3964	Interest	5.85	.00	52.65
10/01/2019	4001	Interest	5.85	.00	58.50
11/01/2019	4031	Interest	5.85	.00	64.35
12/01/2019	4122	Interest	5.85	.00	70.20
01/01/2020	4144	Interest	5.85	.00	76.05

Balance Due: 76.05

Please make check payable to:

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

Past due please pay promptly.

OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	OVER 120 DAYS	OVER 150 DAYS
.00	.00	.00	.00	76.05