

City of Chetek Common Council Meeting Agenda
Tuesday, January 12, 2021 - 6:00 p.m. - held via Zoom
Council room, 220 Stout Street, Chetek, WI

AGENDA:

Call to order

Roll call – Scott Bachowski____, Earl 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; reconvene, act on closed session item, if any. (discuss housing development agreement)

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

Introduce new part-time officers: Raymond Nelson and Andy Meza-Anzaldo

CONSENT AGENDA:

1. Council minutes from **December 2020, December claims**
2. Department/Board reports as submitted: **Plan Commission- December; Library-December; Ambulance Service-December; Building/zoning 2020 permits; Community Center update; Cemetery update**
3. Resignations from boards/committees:
4. Appointments to Boards & commissions:
5. General licenses/permits:

OLD BUSINESS -

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

1. End of year police report - Chief Ambrozaitis
2. Chamber of Commerce Temporary Class "B" licenses for January 30th ice races and WinterFest February 27th.
3. Resolution 2021-1 budget adjustments
4. Write off utility charges from condemned trailer
5. Approve hangar lease renewals for 2021
6. Approve new fees for building/zoning - add detached garage \$75.00; increase home inspection fee to \$450 from \$300
7. Vacation hour carry-over
8. Closed session
9. Report and discuss housing development project
10. Adjourn

NOTE: **Join Zoom Meeting**

<https://zoom.us/j/95773118201?pwd=akZKaEgySDlLVU5kMUhKVjAwRUIMZz09>

Meeting ID: 957 7311 8201 Passcode: 602802

Dial by your location +1 312 626 6799 US (Chicago)

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, December 9, 2020, at 6:00 p.m. held through Zoom.

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

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

Approve agenda - Motion by Grover, 2nd by Hight - Grover-yes, Hight-yes, Edwards-yes, Bachowski-No. carried.

Consent agenda - council minutes from November, November city claims, accept and place on file department/board reports as submitted: Plan Commission-November; Library-November. Hight motioned to approve consent agenda with correction to November minutes including Eby wage at \$18 and date of meeting as November not October - 2nd by Bachowski. Hight-yes, Grover-yes, Edwards-yes, Bachowski-yes. Carried.

Hight motioned to approve the Wisconsin Professional Police Association agreement for 2021 with a 1% wage increase and sick leave amendment to "full-time employees will earn 10 hours per month with a total accumulation of 1,280 hours" 2nd by Grover. Edwards-yes, Bachowski-yes, Hight-yes, Grover-yes. Carried.

Grover motioned to approve the hiring of Matthew Hutzler for the public works full-time position effective January 1, 2021. 2nd by Edwards. Grover-yes, Hight-yes, Bachowski-no, Edwards-yes. Carried.

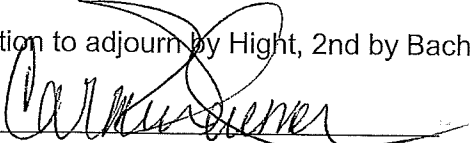
Bachowski motioned to approve Resolution 2020-12 - adjusting 2020 budget. Bachowski-yes, Hight-yes, Edwards-yes, Grover-yes. Carried.

Council members discussed the cemetery expenses for 2020 which include the purchase of a new mower. The agreement between the City and Town has not been updated since the dissolution of the cemetery association. The current agreement states that both entities shall share expenditures 50% each. Council members would like the agreement updated to include language covering the purchase of equipment for which both entities shall authorize before purchases are made. A new agreement will be drafted and brought to both boards for approval. Bachowski motioned to approve reimbursement to the Town of Chetek for 2020 cemetery expenses. 2nd by Edwards. Bachowski-yes, Edwards-yes, Hight-yes, Grover-yes. Carried.

Bachowski motioned to approve the exemption for the monthly garbage charge to the Chetek Youth Center. Marge Jost explained that they do not generate more than a bag every other week. Their garbage can be placed in the dumpster at city hall. 2nd by Hight. Bachowski-yes, Grover-yes, Edwards-yes, Hight-yes. Carried.

Hight motioned to approve the employee Christmas gift of \$40 each. 2nd by Grover. Hight-yes, Grover-yes, Edwards-yes, Bachowski abstained. Carried.

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


Carmen Newman, clerk/treasurer

Minutes of the Wastewater Facility Plan Public Hearing of the Common Council held on December 23, 2020 at 6:00 p.m. Hearing was held through Zoom.

Presenter: Jon Strand, PE with CBS Squared, Inc.

Attendance: Alex Roll, CBS Squared, Inc, Dan Knapp, Jeff Martin, Scott Bachowski, Terry Hight, Mark Edwards, Cassandra Larson, Carmen Newman, Donna Bachowski.

Absent: Earl Grover, council member

The land where the existing WWTP is located will not be a viable option for a new plant. The land is located in close proximity to residential property and commercial properties. The plant is also surrounded by wetlands. This is an aging rotating biological contactor system. The existing average daily base flow is 200,000 gallons per day. The maximum daily flow is 512,000 gallons. The projected future average daily flow is 323,000 gallons per day with a maximum daily flow of 818,000 gallons. If septage is taken into consideration there would be a projected future average daily flow of 333,000 gallons per day and 843,000 maximum daily flow.

The impact of taking in septage would be a slight increase in flow conditions, a significant increase in biological oxygen demand (41%), total suspended solids (41%), and ammonia (25%) and phosphorus loading (49%). There would also be an impact on the sizing of the equipment, operating and maintenance costs, power usage, and chemical usage. Dan Knapp stated that the City would need to get guaranteed contracts in place for accepting septage as the capitalization cost is approximately \$2,000,000 higher and since our community has a lower flow/usage than a larger community it would be difficult to compete with pricing.

Current inflow and/or infiltration has not been significant since the lining of sewers in 2018. The City needs to video a portion of the system every year. Issues affecting inflow/infiltration are the need to enforce sump pumps running into the WWTP system, slip-lining of failing sanitary sewer segments, and sealing manhole covers.

The key points in the development of the new facility are growth for new customers, addressing new treatment regulations, handling bio-solids, decision on whether or not to accept septage, and the relocation. It is not feasible to pursue upgrading the current WWTP system due to the age of the system and the current location. New alternatives include an oxidization ditch WWTP with Reactive Sand Filtration at new location; Sequencing Batch Reactor WWTP with Advanced Biological Nutrient Recovery at new location; Oxidation Ditch WWTP with Advanced Biological Nutrient Recovery; Sequencing Batch Reactor WWTP with Cloth Filtration at new location; Sequencing Batch Reactor WWTP with Reactive Sand Filtration.

Alternatives above include fine screen & grit removal (headworks); controls linked to SCADA; energy saving initiatives- solar power, variable frequency drives, LED lighting; UV disinfection; new biosolids handling process; tertiary treatment for phosphorus removal; new outfall location.

Some considerations discussed for each process include a large footprint needed for the oxidization ditch process although the operation would be easier; the SBR process would require a smaller footprint, clarifiers would not be required due to treatment process taking place in a single/dual reactor tank - but would be more complex to operate; ABNR tertiary treatment process would have a sustainable approach to nutrient recovery, major reduction in total phosphorus, reduces the use of chemicals and reduces additional sludge handling, potential revenue from bi-product; the cloth/reactive sand tertiary treatment process has proven technology for phosphorus removal, chemical reduction as chemicals are added after secondary treatment, low operation cost.

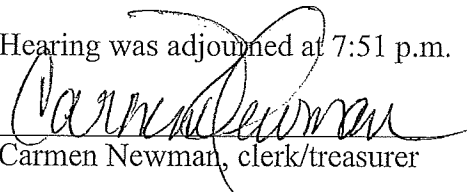
One option that is not being considered is the Gross-Wen Technology system where the algae is grown on the belts and then filtered out. The study showed that the system does not effectively treat the BOD or suspended solids. The preliminary layout for the new WWTP includes keeping the UV disinfection system and fine screen system at the current location with some new piping and modifications. The clarifier, drawing beds would be dismantled and there would be some salvage value. Approximate demo cost is \$354,000.

The customer rate increase without any grant funding would be approximately 55.15%. This would equate to an approximate average residential increase of \$18.00 per month.

The two most favorable options council members discussed were the SBR with Cloth Filtration system and the SBR with ABNR. The SBR process has a lower footprint making that a favorable option. The SBR with cloth filtration was one of the lowest cost options with proven technology for phosphorus removal. The SBR with ABNR process would be a better fit for our community with the lower footprint with our lower flow - this process would also produce approximately 25% less sludge. Council members asked Dan Knapp which option he preferred. He said either process would be feasible. Mark Edwards noted that he was not in favor of the cloth filtration system.

The City of Chetek will submit a facility plan to the DNR and continue with the preliminary design of the WWTP.

Hearing was adjourned at 7:51 p.m.


Carmen Newman, clerk/treasurer

Minutes of the Hearing of the Plan Commission of the City of Chetek held on December 17, 2020 at 6:00p.m. via zoom

A Public Hearing was called to order at 6 pm on December 17, 2020 by Mayor Jeff Martin to hear requests from Jason Fostvedt to rezone 106 Water St from R-2 to R-3 in order to convert the two family dwelling into a three family dwelling. One from Josh Heideman of Red's to rezone 121 Lakeview Dr. (Reds) from R-1 to C-3 Resort Commercial in order to make improvements and connect the deck to the main building with a new roof system. Another from Josh Heideman to rezone the lake lot across the street from Reds from R-1 to C-3 Resort Commercial in order to improve the lot for commercial use. Planning Commission attendees were Del Wacker, Dave Swangim, Mark Etten, Scott Bachowski, & Dave Hunsinger. Shawn Ayers was Absent. Also in attendance was Building Inspector/Zoning Administrator Joe Atwood, Secretary for the Planning Commission Mark Eby, Matt Shilts, Jason Fostvedt, Josh Heideman, Nick Feira, Barb Flor, John Flor, & Rick Purintun.

***6:00PM Hear a request from Jason Fostvedt to rezone 106 Water St from R-2 to R-3 in order to convert the two family dwelling into a three family dwelling.** Joe Atwood said that it is a conforming structure and conforming lot. It can handle R-1, R-2 or R-3 does meet setbacks for R-2 and R-3 may just have to contact the state to see if it may need a sprinkler system. Jason Fostvedt said it's a duplex that he has had for 22 years and would like the basement to have another 2 bedroom apartment. Jason would just have to put in an egress window. Jason did have it changed from R-1 to an R-2 years ago. Joe did not receive any feedback from anyone within 300 feet. Mark Etten asked if there was adequate parking and if it was a dry basement. Jason said it was a dry basement and well taken care of, it also is a walkout and the property sits on 3 city lots. There is plenty of parking. It has a u driveway and also has a 5 car garage. Each apartment can have 2 stalls in the garage and 1 apartment can have 1 stall in the garage. There has been very little turnover. Jason did say it is an older building but updated. Dan Knapp Public Works Director was not concerned with any laterals or any water issues and the sanitary was ok. Jason did talk to Dan prior to the Planning Commission meeting. This property would be ok with the lateral that is already there.

***6:15PM Hear a request from Josh Heideman of Red's to rezone 121 Lakeview Dr. (Reds) from R-1 to C-3 Resort Commercial in order to make improvements and connect the deck to the main building with a new roof system.** Joe Atwood said that it is a conforming structure but not conforming use because it is zoned R-1. Being a non conforming use the owner would have to come before the planning commission for any kind of alterations or additions. Reds was granted a conditional use back in 2012 to put the deck on however the deck can not touch the building. Josh came up to Joe Atwood asking for a possible rezoning of the property. The only thing Joe Atwood could come up with is C-3 Resort Commercial. He wants to improve the business but would need a zoning district that would allow him to do that. Joe did say that Reds is contiguous with Shorewood Resort. Josh Heideman is requesting to change the zoning to commercial zoning as he has 5 phases that he would like to do with the business. A Lot of it has to do with being zoned commercial because of the guidelines and type of business that he has. Josh brought up that he had gone before the board before in regards to putting a 2nd story on the business to make it an event center but said this option will no longer be a feasible option anymore. The structure would have to have so many more upgrades to put on a 2nd story. Josh started by explaining his 5 phases, phase 1 is a kitchen expansion as it has outgrown the capacity. Josh would not change the footprint of the building and they would like to get that started before spring. Phase 2 is to put a roof over the deck as they lose the capacity of seating outside if it does rain. Phase 3 would be a fueling station across the street. Phase 3 would be brought up at the next public hearing at 6:30pm. Phase 4 would be a complete remodel of the interior; they have a lot of wasted area that could be used and it is also dated inside. Phase 4 would be about a year to a year and a half out because of the size it would have to go before the state review board. Phase 5 would be to upgrade the exterior. Josh can renovate the building in the footprint that it is. Barb Flor had a statement pertaining to both petitions and objects to the spot zoning. Both of the Flor properties are adjacent to the property that is owned by the Heidemans. They feel that allowing commercial zoning would bring down the value of their properties and that they are already inconvenienced by the traffic, noise and garbage. When the Flors bought their house 53 years ago that property in question (Reds) was a single family home. Mrs. Flor explained what spot zoning was and that she sees no reason to change the property as they were made aware of the property and how it was zoned before they bought it. Rick Purintun owner of Shorewood Resort had a couple comments one being if a roof was put on it would be quieter. Rick is also saying that the noise is still very loud. Rick says the biggest complaint is annoyance. Scott Bachowski asked what the plan would be if he were to get it rezoned commercial or what the plan would be if he was not able to get it rezoned commercial. Joe Atwood met with the owner Josh Heideman and David Sorenson and because the deck is not attached, putting a roof on it would not meet the setback and that it also would not be sound enough for the lake wind and snow we get. What Dave Sorenson is telling Josh is that the easiest end all and most cost effective route would be to have it rezoned cause at that time the deck could be attached to the building. The mayor asked who Dave Sorenson was and he is a structural engineer in Chetek. The overall structure footprint would not change. On paper because of the roof system would show an expansion. John Flor asked if you don't grant C-3 zoning could Josh not come before the Planning Commission to ask for a variance to put the roof on and the answer is yes but the cost of the roof can not exceed

50% of the fair market value of the property is what Joe explained. There were no other questions or comments so the public hearing was closed by the Mayor.

***6:30PM Hear a request from Josh Heideman to rezone the lake lot across the street from Reds from R-1 to C-3 Resort Commercial in order to improve the lot for commercial use.** If it is zoned C-3 that would give the owner a little more area to work with. Joe contacted the state and that they could not connect the 2 parcels together because of Lakeview Drive separating the 2 parcels. Josh came before the Board of Appeals for being able to put a fueling station on this lot and the Board of Appeals did not grant that request. Fuel is not allowed on R-1. Josh explained that the pump would be the only thing visible as the rest would be under ground. Rezoning this property would also help with being able to put the fuel pump on that lot as a fuel pump is not allowed on a residential lot. Josh would also like to have some sort of platform or podium as they do have quite a few different bass tournaments. 5 tournaments were held at Reds in 2020. The Mayor then asked questions from the public Barb Flor would like to re address that the letter she read in regards to the first zoning part for Reds is also included in this public hearing also. The Flor's are against rezoning the lake lot also. Rick from Shorewood was not for a pump down there as he said it would almost be as another business and there are other places on the lake to get gas. Scott Bachowski also said that some of the constituents in his ward are very much against it as he has spoken with some but there was 1 positive person for it. The Mayor closed the public hearing.

City of Chetek – Planning Commission Meeting Minutes – December 17, 2020.

A regular meeting of the Planning Commission for the City of Chetek was called to order at 6:52 pm on December 17, 2020 by Mayor Jeff Martin.

Roll call for the Planning Commission meeting was taken. Present were Mayor Jeff Martin, Del Wacker, Dave Swangim, Mark Etten, Scott Bachowski, & Dave Hunsinger. Absent was Shawn Ayers

Also present was Building Inspector/Zoning Administrator Joe Atwood, Mark Eby Planning Commission Secretary, Matt Shiits, Jason Fostvedt, Josh Heideman, and Nick Feira- rep for Dollar General, Barb Flor, John Flor, & Rick Purintun.

Compliance with the open meeting law was verified by Joe Atwood.
Dave Swangim made a motion to approve the prior months meeting minutes 2nd by Mark Etten. Motion carried.

1) Discussion/Action: Approve or not approve request from Jason Fostvedt to rezone 106 Water Street from R-2 to R-3. **Del Wacker made a motion to approve the request, Scott Bachowski 2nd motion, Motion Passed**

2) Discussion/Action: Approve or not approve request from Josh Heideman to rezone Reds to C-3 Resort Commercial. John asked that all other remodels could be done. **Request will fail as there was no motion to approve or not approve.**

3) Discussion/Action: Approve or not approve request from Josh Heideman to rezone lake lot from R-1 to C-3 Resort Commercial. **This request is not approved as there was no motion to approve or not approve.**

4) Discussion/Action: Approve or not approve Extraterritorial request from Matt Shiits/Laura Gurske 2641 6-5 ¼ Ave. Town of Dovre

Laura Gurske currently owns a 9 acre parcel she is proposing to have this split into 2 lots which Matt has as lot 5 and lot 6. Lot 5 would encompass her current house and lot 6 would be a vacant lot and does meet the requirements for the Town of Dovre; she does own a parcel to the west and would like that outlot to become part of that parcel and so the shed would be on that lot. **Scott Bachowski made a motion to approve the request. John Hunsinger 2nd the motion. motion passes.**

Nick Feira -Representative for Dollar General was in attendance to get some input from the commission in regards to the Dollar General. The current building they are in did not renew the lease with them so they are

now looking for a new parcel in regards to re-locating the store. Dollar General has identified a triangular piece parcel by Woodard St. Nick's goal was coming before the board to get a feeling on what the planning commission would think before really getting to all the logistical parts of the new building. They would like to stay in Chetek and they are actively looking to move. Nick did talk to Scott Bachowski since that piece of property is in his ward. The planning commission can give their opinion but can not act on this. Del had a question as to what the zoning issue is. The current state is now that it is zoned R-1 which would have to be changed. There really is nothing available in the city as this new building would take a pretty large lot. Dave asked what the current sq footage is; Joe said that the Dollar Store is currently 37000 sq feet. The new building they would be looking to do would be approx 10500 they are trying to offer more product and a new proto type size. Scott said it would be a tough sell Dave had to leave for another meeting at 7:22.

Next date for meeting Thursday January 21,2021

Motion to adjourn by Mark Etten Del Wacker 2nd

Respectfully Submitted Mark Eby

Calhoun Memorial Library Board Meeting Minutes
December 1, 2020

Minutes of the Calhoun Memorial Library Board of Director's Meeting: Dec. 1, 2020

The board meeting was called to order at 9 a.m. on Dec. 1, 2020, by President Jean Wacker virtually via Zoom.

Members present: Jean Wacker, Rachel Westberg, Nancy Nix, Jeff Martin, and Louise Brown. Also present was library director Carol Burnham. Not present was Evie Nelson and Kathy Hayes

The agenda was approved by motion of Jeff Martin, seconded by Rachel Westberg. Motion carried.

There were no public comments.

Minutes of the Nov. 3 meeting were presented to board members in printed form. Motion was made by Jeff Martin, seconded by Louise Brown, to accept the minutes as printed. Motion carried.

Carol Burnham presented an overview, on behalf of Treasurer Kathy Hayes, of the November expenditures, year to date budget, Act 150 and checking account report. Formal approval of the November expenditures and treasurer's report was tabled until the January meeting.

The board discussed the option to extend holiday bonuses to the library staff. A motion was made by Jeff Martin, seconded by Rachel Westberg to provide bonuses in the same amount as last year: Carol, \$150; Merilee, Mary, Gail, and Vicki, \$100; and Deb the cleaning lady, \$40.

Then there was also discussion surrounding a donation check received that was specified to be personally shared equally among staff. It was decided that the proceeds from this donation be in a check separate from the checks from library board donation.

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

Rachel Westberg, school representative, reported on Chetek-Weyerhaeuser school activities.

Jeff Martin updated the library board on city happenings and news as part of the city council representative report.

Board members received an update on the library's 2021 budget request from the city. For the first time since 2014, the library will receive an increase in the budget from the city of approximately \$2,400.

Items for the January meeting agenda include approval of both November and December treasurer reports.

Motion to adjourn by Jeff Martin, seconded by Louise Brown. Motion carried; meeting adjourned.

Respectfully Submitted,



Meeting Minutes
CAS Board of Directors
December 10, 2020

Mitch Hanson called the meeting to order at 6:05 pm

Present- Mitch Hanson, Arnie Anderson, Joe Atwood, Mark Edwards and Mark Carlson
Also present - Ryan Olson, Prairie Lake Town Board, Roger and Linda Klawiter, Chetek Alert

Motion by Joe to approve the agenda, seconded by Mark Edwards motion carried.

Megan Giles asked for a 2021 CAS Budget, so did the Chetek Alert, Joe will send them one.

Lori Richter asked how many members of the CAS are active? Ryan responded--17 active.

Ryan stated that active members come and go frequently and mostly for better job opportunities and better pay. Ryan also stated that he is the only fulltime CAS employee.

Pay differential was discussed for weekends and evenings.

Lori Richter asked about other possible revenue options. Mitch stated that if the transfer program was in place that would bring additional revenue but staffing is holding that up.

Mitch asked for further questions and hearing none motioned to go into closed session roll call vote-yes- by all.

7:30 Board back into open session. Motion by Joe seconded by Mark Edwards to go back into open session-motioned carried.

Mitch made a motion that the Board will meet with Ryan Olson to discuss policy and job description changes that will be required for the director and those changes will take place January 1, 2021. Arnie seconded, all Board members in favor, motion carried. Joe and Mitch will meet with Ryan on 12/11/2020.

Mark Carlson motioned to adjourn Joe seconded motion carried.

Minutes prepared by Joe Atwood

2020 City Improvements (permits)

The number of permits is down but the improvements is up from 2019

New Homes (4) \$ 1,460,000

Baptist Camp Complex \$ 2,100,000

Home and Business Repair (59) \$ 1,644,800

Total \$ 5,204,800

Joe Atwood/City Zoning Administrator

Memo:

To City of Chetek Council for meeting on January 12, 2021

I am unable to attend the meeting due to coaching that evening HS Basketball game.

From: Donna Bachowski, Director of The Center Community/Senior center

Hello everyone,

I just wanted to send out a quick memo on how The Center is doing.

We have not had any community center board meetings because some of the board members do not have computers so zoom would not work and they do not want to come in for meetings just yet.

All is going well, few exercise groups are coming in. We keep limits in the building and keep it sanitized. We continue to have Meals on Wheels and Grab and Go lunches for the seniors, which is going very well. I help out with lunches whenever it's needed.

We have had our donor/volunteer busy working with me updating the main hallway with new carpet,refurbished doors, new closet doors, and woodwork, the craft room has new carpet and molding, the bathroom doors also are no longer door knob, they are ADA handles so just a pull and push. and now he is working on the office with new carpet, soon molding and a new front desk area with drawers.

We, at the center, are so so grateful for the continuing generous donation in updating our building, so that we can continue to share with our senior citizens and community for events. The Center may need to have an open house once COVID is under control and things are back open!

I encourage you (council members) to stop in some time to see how beautiful it is.

Thank you,

Donna

Memo for Council Meeting January 12, 2021

From: Donna Bachowski, Section of Lakeview Cemetery

Hello Council Members:

Quick update on the Lakeview Cemetery, Obviously with COVID services were still held but much smaller groups.

Darryl Dostal the digger was extremely busy with several cemeteries. From the calls I have received, we anticipate that this year we will be extra busy as long as things get better with the virus. Many families are holding off their services until this summer. We could be in for quite a busy season.

One thing I have learned from working with monument businesses and people in general is that it really would be nice to go in with the township and have some sort of "street type names" or markers to be able to more easily identify.

When I work with a monument place, I have been taking a picture and sending it to help identify the spot. I do give a map, but it only helps so much.

And if I am helping a family find a particular headstone it would be of great help to have some sort of signage. Something maybe the mayor could talk with Mark Carlson or township board members.

No other information to give just wanted to let you all know that things are going to slow down for a couple of months.

Thank you

Donna

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ _____

Application Date: 01/06/2021

Town Village City of Chetek

County of Barron

The named organization applies for: (check appropriate box(es).)

A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 01/30/2021 and ending 01/30/2021 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

Bona fide Club

Church

Lodge/Society

Veteran's Organization

Fair Association or Agricultural Society

Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Chetek Chamber of Commerce

(b) Address PO Box 747, Chetek, WI 54728

(Street)

Town

Village

City

(c) Date organized _____

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Darryl Dahl

Vice President Julie Stangle

Secretary Mellisa Kmiecniak

Treasurer Alex Swanson

(g) Name and address of manager or person in charge of affair: Jennifer Blatz

804 26th St., Chetek, WI 54728

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number On the lake out from Reds and the city beach

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? no

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. Name of Event

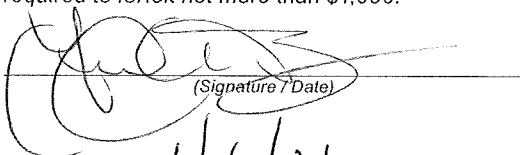
(a) List name of the event Winterfest pre-race

(b) Dates of event 01/30/2021

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer


(Signature / Date)

Chetek Chamber of Commerce
(Name of Organization)

Date Filed with Clerk

1/6/21

Date Reported to Council or Board

1/12/21

Date Granted by Council _____

License No. _____

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ _____

Application Date: 01/06/2021

Town Village City of Chetek

County of Barron

The named organization applies for: (check appropriate box(es).)

A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 02/27/2021 and ending 02/27/2021 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

Bona fide Club

Church

Lodge/Society

Veteran's Organization

Fair Association or Agricultural Society

Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

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(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Darryl Dahl

Vice President Julie Stangle

Secretary Mellisa Kmiecniak

Treasurer Alex Swanson

(g) Name and address of manager or person in charge of affair: Jennifer Blatz

804 26th St., Chetek, WI 54728

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number On the lake out from Reds and the city beach

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? no

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. Name of Event

(a) List name of the event Winterfest

(b) Dates of event 02/27/2021

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer _____

(Signature / Date)

Chetek Chamber of Commerce
(Name of Organization)

Date Filed with Clerk 1/6/21

Date Reported to Council or Board 1/12/21

Date Granted by Council _____

License No. _____

REQUEST TO CLOSE STREET/ALLEY

Date/s for closing Feb 27, 2021

Organization/person requesting: Chetek Chamber of Commerce

Address PO Box 747, Chetek WI 54728 Phone 715-642-0173

Reason for street/alley closing: Winter fest - one way

List Street/alley requesting to be closed - include starting and ending points ^{one way} and time of day.

Street Lakeview from Wisconsin ending City Park Drive 6 am/pm 6 am/pm

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

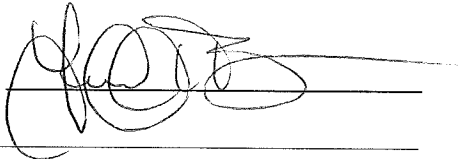
Street _____ from _____ ending _____ am/pm _____ am/pm

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? 8am - 6pm
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? N/A

Signature 
Printed name _____

date 1/6/2021

COUNCIL APPROVED _____ DENIED _____ DATE OF MEETING _____

ROUTED TO PUBLIC WORKS DEPARTMENT _____ ROUTED TO POLICE DEPARTMENT _____

Resolution 2020.13

WHEREAS, expenses in some accounts exceeded the budget; and,

WHEREAS, Section 65.90(5) of the Wisconsin Statutes allows the governing body of the municipality to change such appropriations stated in the budget;

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Chetek that the City Clerk/Treasurer be authorized to adjust budget funds as outlined below:

Transfer money:			
	to	from	
retirement expense	100-51980		\$26,299
retirement outlay		100-57129	
*move retirement outlay money to cover annual expenses			
police pt wages	100-52112-110		\$20,496
public works benefits		100-53101-130	
*move money to cover part-time officer wage overage			
building/zoning wage	100-52420-110		\$4,000
public works benefits		100-53101-130	
*move money to cover public safety overage			
cemetery subsidy	100-54107		\$200.00
cemtery outlay		100-57100	
*move additional money to cover electric bill at cemetery			

Appropriate revenues:			
animal control expense	100-54106		\$425
dog licenses	100-44201		
*appropriate additional revenues to cover license expenses			

This Resolution shall take effect and be in force from and after its passage and publication.

CITY OF CHETEK

By: _____

Jeff Martin, Mayor

Attest: _____

Carmen Newman, Clerk/Treasurer

Passed: January 12, 2020

Hangar lease renewals for 2021

- # 50 Todd Kirkman October 31, 2021
- # 58 Traci Schoonover May 1, 2021
- # 60 Alex Whitmore March 1, 2021
- # 62 Shawn Ayers March 1, 2021

Current lease to be removed.

HANGAR SPACE LEASE

THIS LEASE, made this 14th day of November, 2000, between City of Chetek ("Airport") as Lessor and Todd Kirkman ("Lessee.")

Witnesseth, 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 # 53, which premises (the "Property") are leased under the terms and conditions which follows:

1. Term. The lease period is for a term of twenty (20) years commencing on 12 / 01 / 00. The Lessee agrees to promptly pay the City of Chetek in advance, an annual rental fee of \$ 48.00 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 years annual rental charge. Notice of any change shall be given by the City 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 intends to 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 constructed and occupied within one (1) year from the date hereof.

3. Aircraft. On the completion of the construction of the Hanger or after initial occupancy thereof, the Lessee shall maintain an airplane at the Hangar. A Lessee who does not own or maintain an aircraft during the term of this Lease shall have six (6) months to obtain aircraft or get approval for an extension to this date. If at the end of said six (6) months Lessee has not obtained an airplane, Lessee agrees to vacate the Property. 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 usage 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 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 personal property.

5. Inspection. It is further agreed and understood 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 this 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. The 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 and Snow Removal.

a. Taxiway Construction. Lessee shall pay its pro rata share of the cost incurred by Lessor in constructing and paving a 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 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. The Lessor shall keep the runways and taxiways reasonably free and clear of ice, snow and debris.

8. Maintenance. The 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. The 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 service of Lessee's aircraft.

snowmobiles, off-road vehicles, or similar recreational vehicles personally owned by the Lessee. All such allowed items must be stored inside.

12. Regulations. The Lessee agrees to assist the airport in complying with Federal Airport Air Carrier Security requirements FAR 107/108. 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. The 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. Lessee agrees to indemnify and hold Lessor harmless against and from any and all claims, damages, costs, and expenses, including reasonable attorney fees, arising from Lessee's use and occupancy of the leased premises. Lessor shall not be liable, and Lessee waives all claims against the Lessor, for damage to person or property sustained by Lessee or its employees or agents, resulting from the condition of a building situated on the leased premises, the leased premises proper, or any equipment or appurtenance located thereon; or such claims as may result from any accident on or about the leased premises, including any improvements thereon. Lessee agrees to carry and pay the premiums for public liability insurance, insuring itself and Lessor against injury to property, person, or loss of life arising out of the use and occupancy of the leased premises, with limits of at least \$100,000.00 property damage, \$300,000.00 for any one person, and \$300,000.00 for any number of persons injured or killed in any one accident. Lessee shall furnish to the Lessor a certificate of said insurance as may be requested by Lessor from time to time. Such policy or policies of insurance shall not be canceled, discontinued, or altered unless Lessee first gives ten (10) days written notice to Lessor. Such policies of insurance shall consent to the waiver of subrogation hereinbelow set forth.

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 this 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 in 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 forthwith terminate all of Lessee's interests herein.

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 set forth in subparagraphs (a)(1), (2), or (3) 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 an 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 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 a 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 therefrom so that Lessor can repossess the leased premises no later than noon on the day upon which this Lease ends, whether upon notice or by holdover or otherwise. Lessor shall have the *same* rights to enforce this covenant by ejectment and for damages or otherwise as 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 Lessor.

17. Miscellaneous.

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

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

c. Arrears. All arrearages in the payment of rent or any other payment required by Lessee under this Lease shall bear interest from the date when due and payable at the rate of twelve (12) percent 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 parties as of this date, and the execution hereof has not been induced by either party by representations, promises, or understandings not expressed herein. There are no collateral agreements, stipulations, promises, or undertaking whatsoever upon the respective parties in any way touching the subject matter of this instrument which are not expressly contained in this instrument.

f. Notices. Any notice, offer or demand required to be sent hereunder shall

be sent by United States mail, addressed to the respective parties at:

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

To Lessee: Todd Kinkman
779 LAKEVIEW Dr.
Chetek, WI 54728

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

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

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

MAKE & MODEL OF AIRCRAFT TO BE STORED: C-182
AIRCRAFT REGISTRATION NUMBER: 95682
NAME OF INSURANCE COMPANY: Aircraft and marine insurance
ADDRESS OF INSURANCE COMPANY: minneapolis MN
EFFECTIVE DATE OF COVERAGE: 8-2000 - 7-2001

new lease language

HANGAR SPACE LEASE

THIS LEASE, made this _____, 2019, between City of Chetek ("Airport") Lessor and _____ ("Lessee.")

WITNESSED, that the Lessor has demised and leased to the Lessee certain premises situated on the Chetek Airport, located in the City of Chetek, the County of Barron, Wisconsin, which premises are known and described as **Parcel # 18**, which 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 **February 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's or invitee's property.

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

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

7. **Taxiway Construction and Snow Removal.**

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

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.** Lessee agrees to indemnify and hold Lessor harmless against and from any and all claims, damages, costs, and expenses, including reasonable attorney's fees, arising from Lessee's use and occupancy of the leased premises. Lessor shall not be liable, and Lessee waives all claims against the Lessor, for damage to person or property sustained by Lessee or its

employees or agents, resulting from the condition of a building situated on the leased premises, the leased premises proper, or any equipment or appurtenance located thereon; or such claims as may result from an accident on or about the leased premises, including any improvements thereon. **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 \$300,000 for any number of persons injured or killed in any one accident. Lessee shall furnish to the Lessor a certificate of said insurance as may be requested by Lessor from time to time. Such policy or policies of insurance shall not be canceled, discontinued, or altered unless Lessee first gives ten (10) days written notice to Lessor.**

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

17. **Miscellaneous.**

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

b. **No Waiver.** No waiver by Lessor of a breach of any of the covenants contained in this Lease shall be 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
Chetek, WI 54728

To Lessee:

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

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

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

Make and model of aircraft to be stored: _____
Aircraft registration #: _____
Name of insurance company: ____
Address of insurance company: __
Effective date of coverage: _____
Expiration date: _____

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

CITY OF CHETEK , Lessor

By: _____
Jeff Martin, Mayor

By: _____
Carmen Newman, Clerk/Treasurer

By _____ Lessee Date: _____
Signature

By _____ Lessee Date: _____
Signature



Carmen Newman <cnewman@cityofchetek-wi.gov>

fee change memo

1 message

Joe Atwood <jatwood@cityofchetek-wi.gov>

Wed, Jan 6, 2021 at 11:22 AM

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

In regards to the proposed fee change from \$300 to \$450 for Home Inspections:

I am certified to do Home Inspections and the City offers this service for \$300 for City residents. The going rate outside the City is \$650-\$850 including well, septic and radon. I thought a small increase would be in line. The fee goes directly to the City.

Joe Atwood/City of Chetek Building and Zoning Administrator

(715)764-2948

jatwood@cityofchetek-wi.gov

Employee Number	Name	Pay Code	Title	Remaining Hours	Calculated Hours	Total Hours	Accumulation Limit	Hours Exceeded	Can Exceed	Hours Accrued
10405	Knapp, Daniel J.	400	VACATION PAY	285.50	200.00	485.50	400.00	85.50	No	114.50
10405	Knapp, Daniel J.	5-00	SICK PAY	1,536.00	4.00	1,540.00	1,536.00	4.00	No	.00