

City of Chetek Common Council Meeting Agenda
Tuesday, February 9, 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

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

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

MAYOR COMMENTS

CONSENT AGENDA:

1. Council minutes from **January 2021, January claims**
2. Department/Board reports as submitted: **Plan Commission- January;**
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. Hydroflites presenting plan for August fundraiser for outdoor concert
2. Resolution 2021-2 and 2021-3 budget adjustments
3. Approve transfer on hangar 1 - from Herbert Brodt to Greg Brodt
4. Vintage Voyager request to use north end of Southworth Memorial Airport for car show - July 2nd & 3rd
5. Amendment to Verizon water tower lease
6. Adjourn

NOTE: **Join Zoom Meeting**

<https://zoom.us/j/95773118201?pwd=akZKaEgySDlLVU5kMUhKVjAwRUlMZz09>

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, January 12, 2021, 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 Bachowski, 2nd by Grover. carried.

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)

Consent agenda - council minutes from December, December city claims, accept and place on file department/board reports as submitted: Plan Commission-December; Library-December; Ambulance Commission-December. Hight motioned to approve consent agenda- 2nd by Bachowski. Carried.

Old Business - none

New Business

Bachowski motioned to approve the Chamber of Commerce temporary Class "B" permit for January 30th ice races and February 27th Winterfest. 2nd by Grover. Carried.

Resolution 2021-1 - adjustments to the 2020 budget. Hight motioned to approve, 2nd by Grover. Carried.

Grover motioned to approve the write off of \$155.20 for utility charges at 806 W. Stout due to the trailer being condemned and owner moved out of the area with no contact available. 2nd by Edwards. Carried. Bachowski abstained.

Hight motioned to approve 2021 airport hangar lease renewals for #50, #58, #60, and #62 with no amendments to the lease agreements. 2nd by Bachowski. Carried.

Bachowski motioned to approve the permit fee for detached garages of \$75.00 and the increase on home inspection fees (not building permit) to \$450.00. 2nd by Grover. Carried.

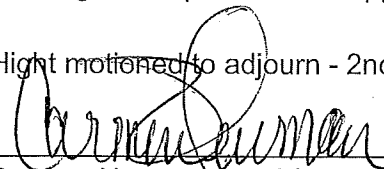
Grover motioned to approve a six-month carryover for 85.50 vacation hours for Dan Knapp. 2nd by Bachowski. Carried.

Bachowski motioned to go into closed session. 2nd by Grover. Carried.

Hight motioned to go into open session - 2nd by Bachowski. Carried.

Earl Grover will contact S.C. Swiderski, LLC to set up a meeting to further discuss the proposed housing development on Knapp Street.

Hight motioned to adjourn - 2nd by Grover. Carried.


Carmen Newman, clerk/treasurer

Minutes of the Special Meeting of the Common Council of the City of Chetek held on Wednesday, January 20, 2021 at 12:00 p.m. in the Council Chamber, 220 Stout Street, Chetek, WI

Meeting was called to order at 12:00 p.m. by Mayor Jeff Martin.

Present: Scott Bachowski, Mark Edwards, Earl Grover, Mayor Jeff Martin

Terry Hight attended via Zoom

Also in attendance: Dan Knapp, Carmen Newman, Cassandra Larson, Rod Rhodes, Jon Strand & Alex from CBS Squared, Jordan Lind & Autumn Fisher with Clearas Water Recovery

Council members discussed the advanced biological recovery system and what benefits it provided including the costs savings of the elimination of some chemical costs and the revenue from the sale of the algae through Clearas to customers using the dried product for applications such as inks, biofoam and plastics. Clearas would handle the sale of the product.

The GrossWen technology using the belt system to grow the algae is not a contender due to the fact that ferric chloride is used in the tertiary process and the testing showed there wasn't a good repeatable result. The cloth filtration system has a lower initial cost than the ABNR process but also uses the ferric chloride in the process to capture the phosphorus in the filter. Additional numbers are being run to determine a better comparison between the cloth filtration system and the ABNR process.

CBS Squared will provide the city with additional information on the cost comparisons for council before the February council meeting.

Minutes of the City of Chetek Council Meeting of the Whole held on Tuesday, January 26, 2021 at 10:00 a.m. in the Council Chamber, 220 Stout Street, Chetek, WI

Meeting was called to order at 10:00 a.m. by council president, Scott Bachowski.

Present: Scott Bachowski, Earl Grover, Terry Hight (via zoom),

Absent: Mark Edwards, Mayor Jeff Martin

Also in attendance: City Attorney, Randi Osberg, Mike VanGilder with S.E.H. engineering, Dan Knapp, Carmen Newman, Cassandra Larson, Joe Atwood, and staff from S.C. Swiderski, LLC - Jacqui McElroy, Callan McHugh, and Madeline Check.

Bachowski explained the purpose of the meeting was to determine what options would be available in regards to Swiderski's requirement of a psi of 55 at the proposed residential development on Knapp Street. Swiderski's proposed development plan includes two 20 unit apartment buildings with sprinkler systems. The current water tower is a standpipe and does not supply the required water pressure for a sprinkler system for a two story building on the back portion of the property which is the preferred location for the apartment buildings.

Jacqui McElroy stated that they could have the apartments be part of a phase 2 of the development. They could start phase 1 with 4-5 single family homes along Knapp Street and some duplex buildings. That would give the city more time to plan for the construction of a new water tower.

Council members inquired whether the sprinkler system was required as part of the company's regulations or the state. Joe Atwood explained that based on the 2015 revisions to the Wisconsin Statute 101.14 (4m) buildings that contained up to 20 dwelling units, depending on the total dwelling unit area, construction type and non-dwelling area, neither the dwelling units or non-dwelling unit areas of the building are required to be sprinklered. Jacqui stated they will inquire if the sprinkler system is their policy.

The layout will be revised to include a road behind the single family home lots on Knapp Street, a road along the east side of the property by the retention pond, additional duplex lots, and detail of where the water connections will be located. Mike VanGilder advised he would then be able to more accurately calculate the water pressure for the site.

The revised layout will be brought back to the committee at which time it will be discussed as to whether or not the apartment buildings will need to be sprinkled, if a new water tower will be needed, and what the first phase of the development would include.

Meeting was adjourned.



Carmen Newman, clerk/treasurer

Minutes of the Hearing of the Plan Commission of the City of Chetek held on January 21,2021 at 6:00p.m. via zoom

A Public Hearing was called to order at 6 pm on January 21,2021 by Mayor Jeff Martin to hear requests from Dan Huber, owner of 320 Lakeview Drive to operate a short-term rental via Airbnb. This falls under Conditional uses in sec. 118-75 of the City Ordinances. Planning Commission attendees were Del Wacker, Dave Swangim, Mark Etten, Scott Bachowski, John Hunsinger, & Shawn Ayers. Also in attendance was Secretary for the Planning Commission Mark Eby, Dan Huber, Kristen Huber, Troy Leiphart, & Kathy Duerr

***6:00PM Hear a request from Dan Huber owner of 320 Lakeview Drive to operate a short-term rental via Airbnb.**

Kathy Duerr did address the commission and said that she did talk to Dan and Kristen Huber about the parking situation and they are good with it. Also the number of people which is 6 which is what Kathy Duerr was licensed for when she owned the property. She did also state that when she sold the property that she knew that they would possibly use it as a rental so she is not opposed at all to the idea of having the rental next door to her. She just wants to make sure that they just have 6 people and the parking is not an issue and have no problem with Dan & Kristen operating this as a rental property. Dan said that they have been talking to Kathy and that they are aware of her concerns and that they will work with her to keep everything in good terms.

City of Chetek – Planning Commission Meeting Minutes – January 21,2021.

A regular meeting of the Planning Commission for the City of Chetek was called to order at 6:05 pm on January 21,2021 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, John Hunsinger, & Shawn Ayers.

Also present was Mark Eby, Planning Commission Secretary, Dan Huber, Kristen Huber, & Troy Leiphart

Compliance with the open meeting law was verified.

Dave Swangim made a motion to approve the prior months meeting minutes with the correction of John Hunsinger's name as in the December minutes it says Dave Hunsinger. 2nd by Mark Etten. Motion carried.

1) Discussion/Action: Approve or not approve request from Dan Huber to operate an Airbnb at 320 Lakeview Drive. Mayor Said that Joe Atwood put a note that they address the parking, campers, fire pits and getting a Permit from the County Health Dept. Mayor asked Dan if he spoke with Joe about parking. Dan said that Joe did not address the issue and that Dan and Kathy did talk and that if there is more then what is allowed at the rental that they could park at her property. Dan also said nothing was talked about in regards to the parking. John Hunsinger asked if the commission can just stipulate no on street parking? Mayor said yes and Del Wacker also said there are already no parking signs on the street. Mayor Martin also mentioned that Joe said that they would need a local contact that could get to the property ASAP if there is an issue and Kristen said she has family right in town so that would not be an issue. Dan said that they have already talked to the county in regards to a permit and was just waiting on the meeting to make sure they were approved before they went further with getting the county permit. Del Wacker said that we have an ordinance that a fire pit can not be more than 4 feet in diameter. Del Wacker had a comment that there has never been a problem there since he just lives down the road. **Scott Bachowski made a motion to approve the request for 320 Lakeview Drive, Del Wacker 2nd motion, Motion Passed**

2) Discussion/Action: Hear a request from Troy Leiphart to reconfigure a parcel in the Extraterritorial Zoning area just behind the wayside off 53. Troy said it's just off the exit ramp of the wayside and he purchased it from Northern Sands dry plant and he said it was 2 parcels and that one has a house and other has a garage and plan is to sell the house and keep the garage with more acreage. Troy said this would solve many issues as the garage had an infringement from the current property line and also said that the garage lot is less than 2 acres which does not comply with the Town of Dovre rules. Now both lots will have more than 2 acres and will also fix the encroachment issue that was there. The access road that is there has been established. **Del Wacker made a motion to approve the extraterritorial zoning request and Mark Etten 2nd motion, Motion passed.**

There will be a meeting in February no date has been set yet.

Motion to adjourn by John Hunsinger Mark Etten 2nd

Respectfully Submitted Mark Eby

RESOLUTION NO. 2021-2

WHEREAS, Library contributions were received in the amount of \$91,029 from Barron County, \$10,707 from Rusk County and \$964.90 from Dunn County for their 2021 subsidy;

WHEREAS, the revenues from the aforementioned receipts need to be appropriated to the revenue and expense accounts;

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Chetek that the City Clerk/Treasurer be authorized to adjust the **2021 budget** with the aforementioned funds to the following accounts:

\$ 102,700.90 2021 library contribution
 revenue 100-46711 (Act 150/520) expense 100-57611 (Act 150/520)

CITY OF CHETEK

By: _____
Jeff Martin, Mayor

Attest: _____
Carmen Newman, Clerk/Treasurer

Passed: February 9, 2021

RESOLUTION NO. 2021-3

WHEREAS, the city received \$13,200 from the sale of the 2016 Dodge Charger and \$4,000 from the sale of of the 1992 dump truck, a brine tank, and tire;

WHEREAS, it is desired by the departments to add these revenues to their outlay accounts for future purchases;

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Chetek that the City Clerk/Treasurer be authorized to adjust the **2021 budget** with the aforementioned funds to the following accounts:

\$ 4,000 revenue 100-48303 (sale of property)
expense 100-57311 (machinery)

\$13,200 revenue 100-48001 (sale of law enforcement equipment)
expense 100-57212 (law enforcement vehicle)

CITY OF CHETEK

By: _____
Jeff Martin, Mayor

Attest: _____
Carmen Newman, Clerk/Treasurer

Passed: February 9, 2021

HANGAR SPACE LEASE

THIS LEASE, made this **1st day of February, 2021**, between the City of Chetek (“Airport”), Lessor, and **Greg Brodt**, (“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 #1** (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 **February 1, 2021**. 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 construed to be a waiver of any succeeding breach of the same covenants.

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

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

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

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

To Lessor: City of Chetek
 220 Stout Street
 PO Box 194
 Chetek, WI 54728

To Lessee: Greg Brodt
 2714 7th Avenue
 Chetek, WI 54701

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: Cessna 182
Aircraft registration #: 2508R

Name of insurance company: Global Aerospace, Inc.

Address of insurance company: _____

Effective date of coverage: 7/14/2020 - July 14, 2021

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: Carmen Newman date 1/21/2021

Carmen Newman, Clerk/Treasurer

By: _____, Lessee Date: _____

By: _____, Lessee Date: _____

RECEIVED
JAN 11 2021

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

Dear Members of the Airport Committee:

The Vintage Voyeurs Street Rod Club would like to request the use of the north end of the Chetek Airport for our annual car show in collaboration with city Liberty Fest. We would like to reserve July 2nd for set up and July 3rd for the show. We look forward to your reply.

Thank You

Sincerely,

Larry Larson
Club Secretary
Vintage Voyeurs Street Rod
288 - 23 ¾ St.
Chetek WI 54728
(715) 237-2232



Building a Better World
for All of Us[®]

February 2, 2021

RE: City of Chetek, Wisconsin
Verizon 2020 at Chetek Ridgeway St. WT
Site No. 223420
SEH No. CHETW 158101 14.00

Christine H. Phillips
Site Acquisition, Telecommunications
Jacobs
9875 Chamberlin Rd.
Twinsburg, OH 44087

Dear Ms. Phillips:

In accordance with the request of the City of Chetek, we have reviewed the plans submitted by Terra Consulting Group dated January 25, 2021, Rev 2, referencing the construction of the proposed Verizon 2020 upgrade project at the Chetek water tower in the City of Chetek Wisconsin.

Based on our review and the above information as provided by Terra Consulting Group, it is our opinion that the City of Chetek can proceed with approval of this phase of the project as the comments have been addressed to the satisfaction of the City. Following approval by the City a pre-construction meeting must be scheduled by the tenant to include the City, SEH, the contractor and Verizon's representatives prior to commencement of project construction.

If you have any questions regarding our comments, please contact me directly at 651.765.2971.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

A handwritten signature in black ink that reads "John Cvek".

John Cvek
Project Review Administrator

dmk

Attachments

c: Dan Knapp, Director of Public Works – City of Chetek
Dan Zienty – SEH Saint Paul
Dale Romsos – SEH Saint Paul

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*** Disclaimer - "SEH and the City review plan sets for each Tenant's proposed installations and upgrades in the order that they are received. Each review is independent of any other proposed Tenant modification(s). Any approval of Tenant's proposed installation is conditioned upon Tenant completing its approved improvements prior to another Tenant completing its modifications. If Tenant's proposed improvements are approved but Tenant fails to promptly commence construction such that another subsequent Tenant completes its improvements first, Tenant may need to resubmit its plans and update its structural analysis to reflect the new site conditions".**

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

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**SECOND AMENDMENT TO AMENDED AND RESTATED
WATER TANK/LAND LEASE AND OPTION AGREEMENT**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED WATER TANK/LAND LEASE AND OPTION AGREEMENT (this "Amendment") is made and entered into effective as of _____, 2021 (the "Effective Date"), by and between the **CITY OF CHETEK**, a Wisconsin municipal corporation ("Lessor"), and **WISCONSIN RSA #1 LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS**, with its principal offices at One Verizon Way, Mailstop 4AW100, Basking Ridge, NJ 07920 ("Lessee").

RECITALS:

WHEREAS, Lessor and Lessee entered into that certain Amended and Restated Water Tank/Land Lease and Option Agreement dated July 9, 2015 as amended via a First Amendment to Amended and Restated Water Tank/Land Lease and Option Agreement (collectively, the "Lease"), for certain real property more particularly described on Exhibit A attached hereto and incorporated herein (the "Leased premises"); and

WHEREAS, Landlord and Tenant hereby desire to enter into this Amendment to amend the Lease on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. **Revised Communications Equipment.** Exhibit B and Exhibit C referred to in Section 1.2(c) of the Lease is hereby supplemented with the attached Exhibit B-1 and Exhibit C-1, which depicts the site, Premises and LESSEE's communications equipment with antenna and equipment modifications. LESSEE intends to install the communications equipment and associated items described in Exhibit B-1 and Exhibit C-1 attached hereto. Provided that LESSEE has received all necessary permits and approvals from appropriate governing bodies, LESSEE may immediately commence installation of the equipment as described on Exhibit B-1 and depicted in Exhibit C-1. LESSOR agrees that the Antenna Site Application Form in the attached Exhibit B-1 and the construction drawings/installation plan in the attached Exhibit C-1 depicting the type of communications equipment and antennas, location and manner of installation are acceptable.

2. **Rent Increase.** Commencing on the next anniversary of the Commencement Date, the total annual rent due under the Lease shall be increased to the amount of _____ and 00/100 Dollars (\$_____) per year, with rent to continue to be paid by LESSEE in equal monthly installments. Thereafter, on every anniversary of the Commencement Date of the term of the Lease, and throughout the duration hereof as renewed and extended, rent shall increase by 4% of the then-current rate. LESSEE shall pay rent to LESSOR at required dates and in the manner specified by the terms of the Lease.

3. **Ratification.** The terms and conditions of this Amendment shall supersede and replace any corresponding terms and conditions in the Lease. Should any term of this Amendment be contrary to or differ from any term of the Lease, the terms and conditions of this Amendment shall control. All other terms and conditions of the Lease, unless specifically modified and amended herein, shall remain in full force and effect.

4. **Authority.** Each of the individuals executing this Amendment on behalf of Lessee or Lessor represents to the other party that such individual is authorized to do so by requisite action of the party to this Amendment.

5. **Binding Effect.** This Amendment shall run with the Leased Premises and shall extend to and bind the successors and assigns of the parties hereto.

6. **Entire Agreement.** This Amendment constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind with respect to the subject matter hereof. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Amendment must be in writing and executed by both parties hereto.

7. **Counterparts.** This Lease may be executed in multiple counterparts, any one of which will be deemed an original, but all of which will constitute one and the same instrument.

8. **Rules of Interpretation**

9. . The language used in this Amendment shall be deemed to be the language chosen by all parties to express their mutual intent, and no rule of strict construction against either party shall apply to any term or condition hereof.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have executed in duplicate this Amendment as of the Effective Date.

**LESSOR:
CITY OF CHETEK**

By: _____
Printed Name: Jeff Martin
Its: Mayor
Date: _____

ATTEST:

By: _____
Name: Carmen Newman
Its: Clerk Treasurer
Date: _____

LESSEE:

Wisconsin RSA #1 Limited Partnership
d/b/a Verizon Wireless

By: Alltel Wireless of Wisconsin RSA #1, LLC,
Its: Managing Partner

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT A
Legal Description of the Leased Premises

Parcel 1:

The East 735 feet of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying South of the South line of Ridgway Avenue, EXCEPTING the East 22 feet thereof, Section 30, Township 33 East of Range 10 North, City of Chetek, Barron County, Wisconsin

Parcel 2:

Commencing at the Northeast corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 30, Township 33 North of Range 10 East; thence West along the North line thereof a distance of 200 feet to the place of beginning; thence continuing West along the North line thereof a distance of 400 feet; thence South at right angles to said North line a distance of 225 feet; thence East parallel to the said North line a distance of 400 feet; thence North a distance of 225 feet to the North line thereof and the place of beginning, City of Chetek, Barron County, Wisconsin.

EXHIBIT B-1

[Attached.]

EXHIBIT C-1

Revised Site Plan drawings

[See attached]