

City of Chetek Common Council Meeting Agenda
Tuesday, May 10, 2022, 2022 - 6:00 p.m.
Council room, 220 Stout Street, Chetek, WI
Also view meeting remotely - via Zoom

AGENDA:

Call to order

Roll call – Scott Bachowski____, Earl Grover____, Terry Hight____, Thea Hempel____ Mayor Martin____

Prayer

Pledge of Allegiance

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

Motion to approve agenda

CONSENT AGENDA:

- a. Council minutes and city claims for **April 2022**
- b. Department/Board reports as submitted - *Plan Commission-April*,
- c. Resignations and/or appointments from boards/committees: **Chad Hempel to Board of Appeals and Board of Review**
- d. General licenses/permits:

OLD BUSINESS - the following items will be discussed by the council and possible action taken
none

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

- a. Application for 6-month Class "B" fermented malt beverage license - Chetek Hydroflites
- b. Approve the sale of city property at 110 Moore Street
- c. Resolution 2022-04 - Appropriate American Recovery Payment money into a special revenue fund
- d. Resolution 2022-05 - Appropriate Act 150/library subsidy payments to library revenue and expense accounts
- e. Approve sewer rate increases
- f. Approve fee schedule revisions
- g. Discuss non-renewal of Temporary Use Agreement between City of Chetek and The Mill
- h. 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 City of Chetek Common Organizational Council Meeting held on Tuesday, April 19, 2022 - 6:00 p.m. in the council room, 220 Stout Street, Chetek, WI and virtual through Facebook.

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

Council members in attendance: Scott Bachowski (via facebook), Earl Grover, Terry Hight, Thea Hempel, Mayor Martin

Approve agenda - motion by Hight, 2nd by Grover. carried.

Hight motioned to elect Scott Bachowski as council president. 2nd by Grover. Carried.

Motion by Grover, 2nd by Hempel to accept Mayor's appointments of municipal officers, boards, committee members:

(appointments include only new or those with expiring terms)

Budget Committee: Mayor, Jeff Martin; Clerk/Treasurer, Carmen Newman; Deputy Clerk/Treasurer, Cassandra Larson; Councilmember, Terry Hight; Councilmember, Scott Bachowski

Grievance Committee: Jeff Martin, Mayor, Earl Grover, Scott Bachowski

Fire District Board: Earl Grover

Joint Ambulance Service Commission: Terry Hight

Parks & Beach Committee: Earl Grover, Mark Etten, Donna Bachowski, Jim Metcalf, Joe Atwood, Sam Rost, Paul Poppe, Austin Chamberlain

Personnel/Wage Negotiating Committee: Jeff Martin, Mayor, Terry Hight, Scott Bachowski

Utility Committee: Earl Grover, Terry Hight

Street Committee: Scott Bachowski, Thea Hempel

Barron County Economic Development – Chetek Representative: Jim Metcalf

Board of Appeals: Steve Kiefer

Board of Review: Steve Kiefer

Housing Authority: Marge Jost

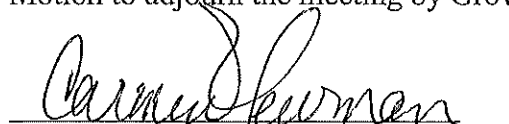
City Plan Commission: Mark Etten

Library Board: Nancy Nix

Community Center Board: Thea Hempel, Brenda Anderson, Sherry Chuchwar, August Bleske, John Rush, Addy Roth. 2nd by Hempel, carried.

Council members discussed a proposal to purchase Chromebooks for each council member. Each council member would be assigned a "city" email address and council packets would be uploaded to the shared drive. Only items requiring a paper copy would be printed for council members versus packets being entirely paper. The cost of Chromebooks vary from \$125 and up. Updates are automatic with Chromebooks, there are no malware risks. Motion by Bachowski to approve the purchase of Chromebooks, 2nd by Grover. Carried.

Motion to adjourn the meeting by Grover, 2nd by Hempel. Carried.


Carmen Newman, clerk/treasurer

Minutes of the City of Chetek Common Council Meeting held on Tuesday, April 12, 2022 - 6:00 p.m. in the council room, 220 Stout Street, Chetek, WI and virtual through Facebook.

The meeting was called to order at 6:00 p.m. by Mayor Martin.
Council members in attendance: Scott Bachowski, Earl Grover (via facebook), Terry Hight, Mark Edwards, Mayor Martin

Approve agenda - motion by Hight, 2nd by Edwards. carried.

Mayor Martin thanked Mark Edwards for serving as a council member for 8 years. Ward 4 will now be represented by Thea Hempel.

Announcement of closed session later in meeting – Wisconsin Statute 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved - discussion regarding health insurance claims issues from 2021.

CONSENT AGENDA - Bachowski motioned to approve March council minutes, March claims, Housing Authority January minutes, Plan Commission March minutes, Fire District March minutes; 2nd by Hight. carried.

Temporary premise description change/road closure: Fostbites, located at 214 Knapp Street, requested a premise description change for July 1st and 2nd and September 10th, 2022 to include the portion of Knapp Street between 2nd Street and 3rd Street for Liberty Fest and Harvest Fest events. Request to close the same portion of Knapp Street from 3:00 p.m. until 2:00 a.m. for July events and from 8:00 a.m. until 12:00 midnight for Harvest Fest. Jon VanBeek spoke on behalf of Mary's Cafe regarding concerns of last year's events and the road being closed earlier than approved. Fencing and road closure plan to be submitted to the chief of police for approval seven days prior to the event. Hight motioned to approve, 2nd by Bachowski. Carried.

Sale of 110 Moore Street house: Jim Moran addressed the council with a request to make an offer to purchase the house. He and Pam Green have a real estate business and would like to remodel the house to accommodate their realty business.

Jim Moran was advised that the plan commission would need to make a recommendation on the sale of the house and that recommendation would come back to council for the May meeting. If approved, a notice to accept bids would be published. Motion to refer this matter to the plan commission by Hight, 2nd by Bachowski. Carried.

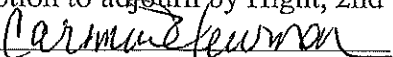
Parking lot on Knapp Street: council members discussed a proposed plan to create a new parking lot behind Ohde's Pharmacy on Moore Street. The lot was purchased several years ago with a plan to expand the Main Street park with the area to be used for community events and a public bathroom. The proposed plan shows approximately 28 parking spaces including two handicap parking spaces. The proposed plan includes paving, parking lines painted, vehicle stops, fencing on the east side, and a spot for a bathroom (at this time would only be a porta potty with a 3-sides structure built around it). Motion to approve the parking lot improvements by Hight, 2nd by Bachowski. Carried.

Request for donation: The Chetek Historical Society (museum) has requested an annual donation in the amount of \$1,000. Council members decided to refer this matter to the budget committee.

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

Motion to go into open session by Grover, 2nd by Hight, carried.

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


Carmen Newman, clerk/treasurer

Minutes of the Hearing of the Plan Commission of the City of Chetek held on April 21,2022 at 6:00p.m.

A **Public Hearing** was called to order at 6:00 pm on April 21,2022 by Mayor Jeff Martin to hear a request from Michael Kotz to rezone 1208 W. Banks St from R-1 to R-2 and build a duplex.

Planning Commission attendees were Mayor Martin, John Hunsinger, Dave Swangim, Shawn Ayers, Del Wacker, & Mark Etten. Absent were Scott Bachowski. Also in attendance was Secretary for the Planning Commission Mark Eby, Building Inspector Joe Atwood, Corena Cummings, Michael Kotz, & Ted Kotz

***6:00 PM Hear a request from Michael Kotz to rezone 1208 W. Banks St from R-1 to R-2 and build a duplex.** Michael bought some property here 2 years ago and was planning on putting their family home there but with the retirement of his parents pending they decided to put a duplex there instead. They would like to put a duplex for the handicap or disabled. Shawn did say that there are 2 properties that are showing R-1 currently instead of R-2. The Kotz's have been doing homes for seniors and handicapped for 18 years. All residents in the area were notified of the public hearing and there was no one present from the public and no one got in contact with Joe to oppose the rezoning change. Joe did ask the Kotz's if the new duplex would become part of the business that they currently own and they said at this time it would not. Joe did say that if it were to become part of the business that they would need to come back to the Planning Commission for a different permit. Public hearing was closed by Mayor Martin at 6:04pm.

City of Chetek – Planning Commission Meeting Minutes – April 21,2022.

A **regular meeting of the Planning Commission for the City of Chetek** was called to order at 6:05pm on April 21,2022 by Mayor Jeff Martin.

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

Also present was Mark Eby, Planning Commission Secretary, Building Inspector Joe Atwood, Corena Cummings, Michael Kotz, Ted Kotz, and Jim Moran

Compliance with the open meeting law was verified.

Shawn Ayers made a motion to approve the prior month meeting minutes. 2nd by Dave Swangim Motion carried.

1) Discussion/Action: Hear a request from Michael Kotz to rezone 1208 W. Banks St from R-1 to R-2 and build a duplex. Dave made a motion to approve the rezoning from R-1 to R-2 and recommend the rezoning to the City Council. Del Wacker 2nd motion carried.

2) Discussion/Action: Approve or not approve Extraterritorial land Division for Caleb Prusinski in the Town of Chetek. Joe said that everything looked fine and all environmental things were approved by the DNR. The plan is to make 15 lots for home development. Del asked what the min size lot was and Matt said 1 acre for Barron County there are a couple townships where it is 2 acres but for this area it is only 1 acre. Del asked what type of septic system the lots would have and Matt said that they would all be private septic and wells. Joe says that there is access to all lots and no one would be landlocked. Mark Etten made a motion to approve and Shawn seconded motion. Motion carried.

3) Discussion/Action: Recommendation to City Council to sell the rental property at 110 Moore Street. Mayor said that the city bought the property on Moore street back in 2016 or 2017 and bought it for 70K. The original thinking with the city council back then was to tear it down and make a parking lot. The council thought that after the Chetek Cafe and the cost there of the tear down and things that needed to be done with that property that it would be very hard to justify the cost to tear down and fill and get the property ready on Moore Street for just 6 parking stalls. Chamber is using the basement for storage and the city has 2 rentals in the upper area. The city is not in the business for rentals. Del asked if the building is structurally sound and Joe said as of now it is. Shawn thinks that it may be a hasty decision on the city to put the property up for sale. The mayor said that the council is looking at the property that the city bought before behind Ohdes and that the area there would become a parking lot. The property would have to go out for bid. Sealed bids would go back to council. Jim Moran showed up and said that he was sorry he was late. His goal is to put a business in that location and continue to rent the 2 apartments they would put 30K into the property to make it up to standards with the city. Plan is to bring in a couple additional agents in their real estate business. They need an office location to be more competitive in the real estate market. Shawn asked about the parking and currently there is no parking

there and that is an issue. Currently the tenants are using a couple spots from the Community Center. Jim did say if they were to get it the parking situation would be looked at and addressed. Del makes a motion to explore the sale of 110 Moore Street and recommend this go to council for approval. Mark Etten 2nd motion all were in favor and Shawn Opposed.

4) Discussion/Action: Look at Joe's proposed Solar Ordinance. This will be looked at the next meeting as the ordinance is not completed yet by Joe.

Date of the next meeting May 19,2022.

Motion to adjourn by John Hunsinger 2nd by Mark Etten motion carried meeting adjourned at 6:34pm

Respectfully Submitted Mark Eby

RESOLUTION NO. 2022-04

WHEREAS, the American Recovery Payment (ARP) or coronavirus state and local fiscal recovery funds (SLFRF) in the amount of \$109,640.31 were receipted in July 2021 in the general fund; and,

WHEREAS, the funds have been set aside in a special revenue fund for specific projects; and,

WHEREAS, the funds need to be moved from the general fund to the special revenue fund,

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:

Transfers:

\$104,158.31

From:
100-57127 (fiscal recovery funds)

To:
810-57500 (ARP expenditures)

\$5,482.00

From:
100-57207 (ambulance service)

To:
810-57550 (ARP ambulance donation)

By: _____
Jeff Martin, Mayor

Attest: Carmen Newman
Carmen Newman, Clerk/Treasurer

Passed: May 10th 2022

4/22/22

RESOLUTION NO. 2022-5

WHEREAS, The 2022 library contributions were received in the amount of \$107,095.76 from Dunn, Barron, Chippewa, and Rusk;

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 **2022 budget** with the aforementioned funds to the following accounts:

\$ 107,095.76

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: May10, 2022

4/22/22

Report Criteria:

Account: 100-46711-000-000 Library Act 150/520 Fund

Periods: 01/22 to 04/22

Amount type: Actual

Period	Date	Journal	Reference	Description	Amount
01/22	01/18/2022	CR	2036676.0001	Dunn Cty 2022 subsidy - Dunn County	(618.32)
01/22	01/24/2022	CR	2036836.0001	Act 150 - Barron Cty - Barron County	(95,686.00)
01/22	01/31/2022	CR	2036897.0001	Chippewa county 2022 - Chippewa County	(3,549.28)
04/22	04/22/2022	CR	2038439.0001	Library Act 150 etc-Rusk County 2022 - C	(7,242.16)



City Council
City of Chetek
Chetek, Wisconsin

Per your request, we have recalculated sewer service charge rates of the City of Chetek Sewer Utility. Our recalculations are based on information provided by the City and estimates developed by us with City personnel assistance. Our recalculations have resulted in the following proposed changes to the Utility's current rates for 2022 and 2023:

	Current Rates	Proposed Rates	Change	
			\$	%
Metered Service:				
Monthly Unit Charge				
5/8" - 3/4"	\$ 14.67	\$ 15.95	\$ 1.28	8.75%
1"	36.67	39.88	3.21	8.75%
1 1/4"	58.67	63.80	5.13	8.75%
1 1/2"	73.34	79.76	6.42	8.75%
2"	117.34	127.61	10.27	8.75%
3"	220.02	239.27	19.25	8.75%
4"	366.69	398.78	32.09	8.75%
Volume User Charge (Per 1,000 Gallons)	6.13	6.67	0.54	8.75%
Rate Adjustment Impact:				
Total Annual Revenue Generated by Rates	\$ 523,677	\$ 570,363		
Additional Annual Revenue Generated		\$ 46,686		
Net Revenue Increase Percentage		8.9%		

Our recalculations have resulted in the following proposed changes to the Utility's rates for 2024:

	Current Rates	Proposed Rates	Change	
			\$	%
Metered Service:				
Monthly Unit Charge				
5/8" - 3/4"	\$ 15.95	\$ 24.89	\$ 8.93	56.00%
1"	39.88	62.21	22.33	56.00%
1 1/4"	63.80	99.53	35.73	56.00%
1 1/2"	79.76	124.42	44.66	56.00%
2"	127.61	199.07	71.46	56.00%
3"	239.27	373.26	133.99	56.00%
4"	398.78	622.09	223.31	56.00%
Volume User Charge (Per 1,000 Gallons)	6.67	10.40	3.73	56.00%
Rate Adjustment Impact:				
Total Annual Revenue Generated by Rates	\$ 570,363	\$ 889,979		
Additional Annual Revenue Generated		\$ 319,616		
Net Revenue Increase Percentage		56.0%		

1

Sewer rate increase 2022- 2024

Current customer billing - average

base fees	usage fees		family 4 people 4,000 gallons	senior 1 person 1000 gallons
\$10.00	\$3.31 per 1,000	Water	\$23.24	\$13.31
\$14.67	\$6.13	Sewer	\$39.19	\$20.80
		Storm water	\$2.75	\$2.75
		garbage	\$23.50	\$18.50
		fire protection	\$8.22	\$8.22
			\$96.90	\$63.58

2024 customer bill - average ** no water increase factored in rates

base fees	usage fees		family 4 people 4,000 gallons	senior 1 person 1,000 gallons
\$10.00 base	3.31 per 1,000	Water	23.24	13.31
\$24.89 base	10.40 per 1,000	Sewer	66.49	35.29
		Storm water	2.75	2.75
		garbage	23.5	18.5
		fire protection	8.22	8.22
			\$124.20	\$78.07
		family increase	\$27.30	
		senior increase	\$14.49	

2

2022-2023			2024		Alternate increase			
meter size	current rates	proposed	proposed	total increase	2022 - July?	new rate	2023 new rate	2024 new rate
5/8 - 3/4" (res)	14.67	15.95	24.89	10.22	3.41	18.08	3.41	24.90
1	36.67	39.88	62.21	25.54	8.51	45.18	8.51	62.21
1.25	58.67	63.8	99.53	40.86	13.62	72.29	13.62	99.53
1.5	73.34	79.76	124.42	51.08	17.03	90.37	17.03	124.42
2	117.34	127.61	199.07	81.73	27.24	144.58	27.24	199.07
3	220.02	239.27	373.26	153.24	51.08	271.10	51.08	373.26
4	366.69	398.78	622.09	255.4	85.13	451.82	85.13	622.09
volume charge	6.13	6.67	10.4	4.27	1.43	7.56	1.42	10.4

3

2022 new rate							
base fees	usage fees		family 4 people			senior 1 person	
			gallons in 1,000s	4		gallons in 1,000	1
\$10.00	3.31	Water	\$23.24			\$13.31	
\$18.08	\$7.56	Sewer	\$48.32			\$25.64	
		Storm water	\$2.75			\$2.75	
		garbage	\$23.50			\$18.50	
		fire protection	\$8.22			\$8.22	
			\$106.03			\$68.42	
2023 new rate							
base fees	usage fees		family 4 people			senior 1 person	
			gallons in 1,000s	4		gallons in 1,000	1
\$10.00	3.31	Water	\$23.24			\$13.31	
\$21.49	\$8.98	Sewer	\$57.41			\$30.47	
		Storm water	\$2.75			\$2.75	
		garbage	\$23.50			\$18.50	
		fire protection	\$8.22			\$8.22	
			\$115.12			\$73.25	
2024 new rate							
base fees	usage fees		family 4 people			senior 1 person	
			gallons in 1,000s	4		gallons in 1,000	1
\$10.00	3.31	Water	\$23.24			\$13.31	
\$24.90	\$10.40	Sewer	\$66.50			\$35.30	
		Storm water	\$2.75			\$2.75	
		garbage	\$23.50			\$18.50	
		fire protection	\$8.22			\$8.22	
			\$124.21			\$78.08	

	2022 Fee Schedule		Appendix A – Fee Schedule
Department/Description		Duration/Unit	Fee
Administration			
<u>Animal licenses – dog</u> <u>(chapter 18)</u>	<u>Neutered/spayed</u> <u>Late fee (after March 31st)</u> <u>Non-fixed animals</u>	<u>annual</u> <u>annual</u> <u>each</u>	<u>\$6.00</u> <u>\$5.00</u> <u>\$12.00</u>
<u>Assessment Searches (chapter 2)</u>	<u>All request replied to in writing</u>	<u>Each parcel</u>	<u>\$15.00</u>
<u>Amusement Licenses</u> <u>(chapter 14)</u>	<u>Application-arcade,hall,alley,parlor</u> <u>Arcade,Hall,alley, parlor license</u> <u>Amusement device</u> <u>(example: pinball, foosball, pool, video games)</u> <u>Bowling alley</u> <u>Dance-public</u> <u>Dance-public</u> <u>Skating rinks</u> <u>Temporary public entertainment - Carnivals</u> <u>Temporary public entertainment - Circus</u> <u>Temporary public entertainment - Other</u> <u>Temporary public entertainment - Other</u>	<u>Initial application</u> <u>Annual</u> <u>Each/annual</u> <u>per lane/alley</u> <u>Annual</u> <u>Per day</u> <u>Per month</u> <u>Per event</u> <u>Per event</u> <u>Per day</u> <u>Per week</u>	<u>\$20.00</u> <u>\$50.00</u> <u>\$10.00</u> <u>\$10.00</u> <u>\$25.00</u> <u>\$5.00</u> <u>\$25.00</u> <u>\$150.00</u> <u>\$150.00</u> <u>\$25.00</u> <u>\$100.00</u>
<u>Bartender/operator license</u> <u>(chapter 10)</u>	<u>Regular - July 1 – June 30th</u> <u>Application fee</u> <u>Provisional</u> <u>Temporary-for non-profit events</u>	<u>Annual - each</u> <u>Each (standard only)</u> <u>60 day –each</u> <u>1-14 days – each</u>	<u>\$25.00</u> <u>\$5.00</u> <u>\$10.00</u> <u>\$5.00</u>
<u>Business Licenses/permits</u>	<u>Cigarette (chapter 30)</u> <u>Direct Seller, solicitor, transient merchant (chap. 30)</u> <u>Mobile Food Vendor</u> <u>Junk Dealer (chap. 78-45)</u> <u>Pawnbroker (chap. 78)</u> <u>Vending Permit</u> <u>Taxicab- 1st vehicle (chap. 114-19)</u> <u>2nd vehicle</u> <u>3rd vehicle</u> <u>each vehicle over three</u>	<u>Annual</u> <u>Weekly</u> <u>Monthly</u> <u>90 day</u> <u>Quarterly</u> <u>Annual</u> <u>Annual</u> <u>30 days</u> <u>Annual</u> <u>Annual</u> <u>annual</u>	<u>\$50.00</u> <u>\$20.00</u> <u>\$40.00</u> <u>\$100.00</u> <u>\$150.00</u> <u>\$25.00</u> <u>\$25.00</u> <u>\$25.00</u> <u>\$15.00</u> <u>\$10.00</u> <u>\$5.00</u>
<u>Council Room rental</u>	<u>public use</u> <u>Governmental/Non-profit</u>	<u>Per day</u> <u>Per day</u>	<u>\$75.00</u> <u>\$10.00</u>
<u>Council Meeting-special</u> <u>(chapter 2)</u>	<u>For nongovernmental party request</u>	<u>Per meeting</u>	<u>\$150.00</u>
<u>False Alarms</u> <u>Chapter 34-32</u>	<u>1st two responded to by police</u> <u>third responded to by police</u> <u>fourth responded by police</u> <u>fifth responded by police</u> <u>sixth responded by police</u> <u>First two responded by Fire Dept</u> <u>Third & subsequent responded by Fire Dept.</u>	<u>Per location</u> <u>Per location</u> <u>Per location</u> <u>Per location</u> <u>Per location</u> <u>Per location</u> <u>Per location</u>	<u>No charge</u> <u>\$100.00</u> <u>\$200.00</u> <u>\$300.00</u> <u>\$400.00</u> <u>no charge</u> <u>\$500.00</u>
<u>Information Requests</u> <u>(chapter 2)</u>	<u>Copying records, black/white</u> <u>Copying records, color</u> <u>Dataview print outs</u> <u>Faxing – incoming</u> <u>Faxing – outgoing to local #</u> <u>Faxing-outgoing to toll-free</u>	<u>Per page</u> <u>Per page</u> <u>Per page</u> <u>Per page</u> <u>Per page</u> <u>Per page</u>	<u>\$.25</u> <u>\$.50</u> <u>\$3.00</u> <u>\$1.00</u> <u>\$1.00</u> <u>\$1.00</u>

	<u>Faxing-outgoing to Hawaii or Alaska</u>	<u>Per page</u>	<u>\$4.00</u>
	<u>Faxing-outgoing to continental U.S.</u>	<u>Per page</u>	<u>\$2.00</u>
	<u>Locating a record - up to ten minutes</u>	<u>Per search</u>	<u>\$0</u>
	<u>Locating a record – after ten minutes</u>	<u>Per ten minutes</u>	<u>\$5.00</u>
	<u>Magnetic media-CD, cassette, disk</u>	<u>Per item</u>	<u>\$20.00</u>
	<u>Tax Bill request (name ,pin #, legal description, assessed value, tax amount and/or due date)</u>	<u>Per parcel</u>	<u>\$5.00</u>
	<u>Title Search (3 day turnaround)</u>	<u>Per parcel</u>	<u>\$15.00</u>
	<u>Title Search – same day</u>	<u>Per parcel</u>	<u>\$30.00</u>
<u>Individual Licenses/permits</u>	<u>Bicycle license –per bike (chap. 102)</u>	<u>One time</u>	<u>\$5.00</u>
	<u>Garage sales (after 6 sales chap. 78)</u>	<u>Per year</u>	<u>\$25.00</u>
	<u>Additional sales (garage)</u>	<u>Each</u>	<u>\$25.00</u>
	<u>Craft sales (at approved location chap. 78)</u>	<u>Per year</u>	<u>\$25.00</u>
	<u>Junk vehicles – storage of (chap. 78)</u>	<u>Per year</u>	<u>\$75.00</u>
<u>Liquor-fermented malt bev.</u> <u>Chapter 10</u>	<u>Class “A” fermented malt</u>	<u>Annual</u>	<u>\$50.00</u>
	<u>Class “B” fermented malt</u>	<u>Annual</u>	<u>\$100.00</u>
	<u>Temporary Class “B” fermented malt</u>	<u>Per event</u>	<u>\$10.00</u>
	<u>Temporary Class “B” wine license (up to 6% alcohol)</u>	<u>Per event</u>	<u>\$10.00</u>
	<u>Fermented malt wholesaler’s license</u>	<u>annual</u>	<u>\$25.00</u>
	<u>“Class A” intoxicating liquor</u>	<u>Annual</u>	<u>\$300.00</u>
	<u>“Class B” intoxicating liquor</u>	<u>Annual</u>	<u>\$500.00</u>
	<u>“Class C” wine</u>	<u>Annual</u>	<u>\$100.00</u>
	<u>transfer of license (change of business premise)</u>	<u>Annual</u>	<u>\$10.00</u>
	<u>transfer of license (corporate holder or agent)</u>	<u>Per change</u>	<u>\$10.00</u>
	<u>Premise description change (location of alcohol)</u>	<u>Per change</u>	<u>\$40.00</u>
<u>Natural Lawn establishment</u>	<u>Filing fee (chapter 110-258)</u>	<u>One time</u>	<u>\$25.00</u>
<u>Parks</u> <u>Chapter 66</u>	<u>Pavilion only rental</u>	<u>Per day</u>	<u>\$35.00</u>
	<u>Entire park area</u>	<u>Per day</u>	<u>\$55.00</u>
	<u>Boat launch</u>	<u>Per day</u>	<u>\$5.00</u>
		<u>Annual</u>	<u>\$25.00</u>
<u>Returned Check Fee (NSF)</u>	<u>Handling charge due to non-sufficient funds</u>	<u>Per item</u>	<u>\$25.00</u>

Building Department

<u>Building & permit fees</u>	<u>Home Occupation –when plan commission review needed</u>	<u>See conditional use</u>	
<u>Rental Inspections</u> <u>Chapter 26-331</u> <u>(Chapter 26-378)</u>	<u>Re-inspection due to non-compliance</u>	<u>Per hour</u>	<u>40.00</u>
	<u>Residential 1 & 2 family-new</u> <u>(sq.ft.includes unfinished areas, attached garages, porches & decks) Includes plan review, first inspections & occupancy)</u>	<u>Per location – Base fee</u> <u>plus per square foot</u>	<u>\$450.00</u> <u>.15</u>
	<u>Re-Inspections for violations & compliance</u>	<u>per visit</u>	<u>\$40.00</u>
	<u>One & Two Family additions</u> <u>includes same as above.</u>	<u>per location - base fee</u> <u>plus per square foot</u>	<u>\$200.00</u> <u>.15</u>
	<u>One & Two Family remodel</u> <u>(for any electrical service or upgrade, plumbing, construction, HVAC, roofing, siding & windows)</u>	<u>each permit</u>	<u>\$40.00</u>
	<u>Accessory structures (less than 100 sq.ft.)</u>	<u>each</u>	<u>\$35.00</u>
	<u>Fences</u>	<u>Each</u>	<u>\$40.00</u>
	<u>Decks (larger than 3'x3')& In-ground swimming pools</u>	<u>each</u>	<u>\$75.00</u>
	<u>Detached Garages</u>	<u>each</u>	<u>\$75.00</u>

Zoning
Chapter 118

Rental Weatherization inspections	<u>Each</u>	<u>\$250.00</u>
Home Inspections	<u>Each (includes well/septic)</u>	<u>\$450.00</u>
<u>Commercial & Industrial-- New</u>	<u>base</u>	<u>\$600.00</u>
<u>plus</u>	<u>per sq. foot up to 10,000</u>	<u>20</u>
<u>plus (for all remaining finished & all unfinished space, all</u>		
<u>attached structures that are part of submitted plans</u>	<u>per sq. foot over 10,000</u>	<u>10</u>
<u>Commercial & Industrial - additions</u>	<u>same as new except base</u>	<u>\$400.00</u>
<u>Commercial & Industrial alterations</u>	<u>base</u>	<u>\$100</u>
	<u>plus \$7.00 per \$1,000 of</u>	
	<u>bldg. cost up to 500,000</u>	
	<u>\$4.00 over 500,000</u>	
<u>Erosion control</u>	<u>each</u>	<u>\$100.00</u>
<u>(for projects disturbing more than an acre of land)</u>		
<u>Parking lot paved or concrete (unpaved @ half)</u>	<u>each</u>	<u>\$50.00</u>
<u>Plan Review -- when state review is required</u>	<u>each</u>	<u>\$75.00</u>
<u>State Seal</u>	<u>each</u>	<u>\$50.00</u>
<u>Add plumbing, heating, electrical as appropriate</u>	<u>Each inspection</u>	<u>\$40.00</u>
<u>Permit Renewal fee</u>	<u>each</u>	<u>\$40.00</u>
<u>Demolition of Building</u>	<u>none/\$0 if no value</u>	<u>Council 2-8-11</u>
	<u>each</u>	
<u>Moving of Structure</u>	<u>fee moving out</u>	<u>\$100.00</u>
<u>Reinspection and miscellaneous</u>	<u>each inspection</u>	<u>\$100.00</u>
<u>Inspection fee</u>		<u>\$40.00</u>
<i>When developer -- not city, constructs improvements in ROW an inspector shall be on project full time at billable rate</i>		
<u>Applications</u>		
<u>Conditional Use permit</u>	<u>each parcel</u>	<u>\$200.00</u>
<u>Zoning Board of Appeals</u>	<u>each appeal</u>	<u>\$200.00</u>
<u>Re-zoning request</u>	<u>each parcel</u>	<u>\$200.00</u>
<u>Subdivision</u>		
<u>Preliminary plat review</u>	<u>.....</u>	<u>\$100.00</u>
<u>Final Plat review per lot shown</u>	<u>each acre</u>	<u>\$10.00</u>
<u>Certified Survey per lot</u>	<u>each lot</u>	<u>\$10.00</u>
<u>Development, engineering, and legal expense</u>	<u>each lot</u>	<u>actual</u>
<i>Park and open space fee -- may be satisfied in full or in part by land dedication pursuant to section 94-64(11)</i>	<u>by developer</u>	
	<u>each lot</u>	<u>\$100.00</u>
<u>Signs (chapter 82-4)</u>		
<u>Base fee</u>	<u>each</u>	<u>\$25.00</u>
<u>Plus per face sq foot area</u>	<u>per sq foot</u>	<u>\$25</u>
<u>Plus per illumination face sq ft area</u>	<u>per sq ft</u>	<u>\$25</u>
<u>New supporting structure system -- simple</u>	<u>each</u>	<u>\$10.00</u>
<u>New supporting structure system -- complex</u>	<u>each</u>	<u>\$50.00</u>

	Public Works		
<u>Excavation permits</u> <u>(Chapter 90)</u>	<u>For public streets</u>	<u>per excavation</u>	<u>\$40.00</u>
	<u>Renewal fee</u>	<u>.....</u>	<u>\$10.00</u>
<u>Garbage Rates</u> Council approved 9/29/15	<u>Residential -96 gal. can</u>	<u>per month</u>	<u>\$23.50</u>
	<u>65 gal can</u>	<u>.....</u>	<u>18.50</u>
	<u>Bags</u>	<u>each</u>	<u>\$4.00</u>
	<u>Extra 96 gallon can</u>	<u>each per month</u>	<u>\$10.00</u>
	<u>Commercial</u>	<u>Monthly charge based on</u>	
Example: 2 yards picked up twice weekly		<u>weekly service</u>	
Monthly charge will be \$104 (15 X 2) x 2	<u>Per yard charge</u>		<u>\$15.00</u>
plus 2 pickups @ \$22.00	<u>Plus pickup charge.</u>		<u>\$22.00</u>
	<u>Charged to the cemetery</u>	<u>Each grave</u>	<u>\$330.00</u>
<u>Grave Opening</u>			
<u>Services</u>	<u>Man Labor</u>	<u>Per hour</u>	<u>\$45.00</u>
	<u>Pickup</u>	<u>Per hour + man labor</u>	<u>\$15.20</u>
	<u>plows</u>	<u>per hour</u>	<u>\$12.68</u>
	<u>pickup & plow</u>	<u>Per hour + man labor</u>	<u>\$27.88</u>
	<u>pickup w/crane</u>	<u>per hour</u>	<u>\$26.36</u>
	<u>tractor backhoe</u>	<u>Per hour + man labor</u>	<u>\$48.50</u>
	<u>tractor mower</u>	<u>Per hour + man labor</u>	<u>\$22.50</u>
	<u>lawn mower</u>	<u>per hour</u>	<u>\$20.90</u>
	<u>pug mower</u>	<u>per hour</u>	<u>\$20.90</u>
	<u>Loader</u>	<u>Per hour + man labor</u>	<u>\$66.86</u>
	<u>loader & blower</u>	<u>Per hour + man labor</u>	<u>\$116.86</u>
	<u>snowblower</u>	<u>per hour</u>	<u>\$50.00</u>
	<u>Grader</u>	<u>Per hour + man labor</u>	<u>\$65.64</u>
	<u>jet-vac truck</u>	<u>Per hour + manlabor (2)</u>	<u>\$80.00</u>
	<u>sewer rodder</u>	<u>Per hour + manlabor (2)</u>	<u>\$80.00</u>
	<u>welder</u>	<u>Per hour + manlabor (2)</u>	<u>\$8.40</u>
	<u>Sweeper</u>	<u>Per hour + manlabor</u>	<u>\$83.60</u>
	<u>Dump truck</u>	<u>Per hour + manlabor</u>	<u>\$52.96</u>
	<u>Dump truck tandem axel w/plow</u>	<u>per hour + manlabor</u>	<u>\$68.40</u>
	<u>Compactor</u>	<u>Per day</u>	<u>\$25.00</u>
	<u>cement forms</u>	<u>per day</u>	<u>\$50.00</u>
	<u>hot patch trailer</u>	<u>per day</u>	<u>\$18.80</u>
	<u>Hot Water jetter</u>	<u>per hour + manlabor</u>	<u>150.00</u>
	<u>Portable screen</u>	<u>per ton</u>	<u>.32</u>
	<u>Portable screen</u>	<u>per day</u>	<u>\$100.00</u>
	<u>Garbage truck/packer</u>	<u>per hour</u>	<u>\$120.00</u>
	<u>Garbage truck/side load</u>	<u>per hour</u>	<u>\$80.00</u>
	<u>portable generator 15KW</u>	<u>per hour</u>	<u>\$13.92</u>
	<u>diesel generator 48KW</u>	<u>per hour</u>	<u>\$56.54</u>
	<u>Miller welder/generator</u>	<u>per hour</u>	<u>\$56.54</u>
	<u>load trailer I</u>	<u>per hour</u>	<u>\$14.66</u>
	<u>load trailer II</u>	<u>per hour</u>	<u>\$23.66</u>
	<u>brush bucket</u>	<u>per hour</u>	<u>\$10.60</u>
	<u>aluminum trench box</u>	<u>per day</u>	<u>\$100.00</u>
	<u>man-lift</u>	<u>per hour</u>	<u>\$13.50</u>
	<u>gas monitor</u>	<u>per day</u>	<u>\$25.00</u>

<u>Special Haul Items</u>	<u>Add pickup fee to prices below</u>	<u>pick up fee/each</u>	<u>15.00</u>
	<u>mattresses/box springs, stuffed chairs, couches, etc,</u>	<u>each</u>	<u>\$20.00</u>
	<u>white goods- stoves, dryers, washer, hot water heater, etc</u>	<u>each</u>	<u>5.00</u>
	<u>refrigerated appliances, dehumidifiers, air conditioners</u>	<u>each</u>	<u>25.00</u>
	<u>TV's - over 40" & consoles, free standing printers, copiers</u>	<u>each</u>	<u>30.00</u>
	<u>TV's, computer towers, desktop printers/copiers, monitors</u>	<u>each</u>	<u>20.00</u>
	<u>& laptops</u>		
	<u>speakers over 6"x6" DVD, tablets, VCR, game console</u>		<u>\$10.00</u>
	<u>keyboards, mice, hard drives</u>		<u>\$2.00</u>
	<u>tires</u>	<u>each</u>	<u>\$15.00</u>
	<u>Dumpster rental</u>	<u>Per yard/per dump</u>	<u>\$25.00</u>
	<u>Fluorescent Light bulbs</u>	<u>each</u>	<u>\$1.00</u>
	<u>ballasts</u>	<u>each</u>	<u>\$4.00</u>
	<u>Driveway construction, reconstruction, or enlargement</u>	<u>each</u>	<u>\$40.00</u>
	<u>Street privilege permit – (moving buildings)</u>	<u>each</u>	<u>\$10.00</u>
<u>Streets - driveways</u>			
<u>Chapter 90</u>	<u>subtract meters</u>	<u>each</u>	<u>\$100.00</u>
<u>Utility-Water-Sewer-Storm water</u>	<u>New water service</u>	<u>each service</u>	<u>\$ actual</u>
	<u>New sewer service</u>	<u>each service</u>	<u>\$ actual</u>
	<u>Monthly water charges</u>	<u>See PSC rate file</u>	
	<u>Monthly sewer charges</u>	<u>See ordinance</u>	
	<u>Late payment penalty all utility services except water</u>	<u>1.5% per month</u>	
	<u>Stormwater charges</u>	<u>Residential – per month</u>	<u>\$2.75</u>
	<u>(credits applied by application)</u>	<u>Commercial-per acre</u>	<u>\$20.87</u>
		<u>Industrial – per acre</u>	<u>\$16.29</u>
		<u>Institutional-per acre</u>	<u>\$20.87</u>
	<u>Sewer deduct meter installation inspection</u>	<u>per meter</u>	<u>\$65.00</u>
	<u>Private wells – 5 year permit</u>	<u>each renewal</u>	<u>\$50.00</u>
<u>Well Operation</u>			
	<u>Industrial Development</u>		
	<u>Land sale policy</u>		
	<u>Selling price per acre</u>	<u>Per acre</u>	<u>\$20,000</u>
	<u>Credit for job creation</u>	<u>Per job</u>	<u>5,000</u>
	<u>Credit for assessed valuation of new development</u>	<u>Per \$100,000 of value</u>	<u>5,000</u>
	<u>Library</u>		
	<u>New cards</u>	<u>Each</u>	<u>Free</u>
	<u>Lost card/replacement</u>	<u>Each</u>	<u>\$1.00</u>
	<u>Fax</u>	<u>Up to 6 pages</u>	<u>\$2.00</u>
	<u>Color copies</u>	<u>Each</u>	<u>\$2.25</u>
	<u>Copies – black/white</u>	<u>Each</u>	<u>\$1.15</u>
	<u>Overdue DVD/VHS</u>	<u>Per day</u>	<u>\$1.00</u>
	<u>Overdue book, magazine, cd, audio</u>	<u>Per day</u>	<u>.10</u>
	<u>Lost/damaged materials</u>	<u>Each item</u>	<u>actual cost</u>

[illegible]

**TEMPORARY USE AGREEMENT
FROM CITY OF CHETEK
TO
THE MILL PROPERTIES CHETEK LLC**

Chetek

This Temporary Use Agreement ("Agreement") is made and entered into between the **CITY OF CHETEK** ("City") and **THE MILL PROPERTIES LLC** ("Lessee") with an office at 518 Schofield Street, Chetek, Wisconsin 54728 on September 29, 2016.

IN CONSIDERATION OF the duties, obligations, and covenants of each party to the other, and other good and valuable consideration, City and Lessee agree as follows:

1. **PREMISES.** Subject to the terms of this Agreement, City grants to Lessee a temporary license to use the property located at that certain real property more particularly described in Exhibit "A" (the "Premises") for the uses described in paragraph 3 below.

Lessee has inspected the Premises and accepts the same AS IS, WITH ALL FAULTS, IN ITS THEN-EXISTING CONDITION AND STATE. THE CITY EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESSED, OR IMPLIED, CONCERNING LEGAL TITLE, THE CONDITION OF THE PREMISES, OR ITS FITNESS FOR USE FOR LESSEE'S PURPOSES.

2. **TERM.** The license granted commences upon September 29, 2016, at 12:01 a.m. and ends on September 29, 2017, at 11:59 p.m. (the "Term").

3. **USE.** Parking area.

4. **FEES.** No fees are due in connection with this Agreement.

5. **RESPONSIBILITIES – LESSEE.**

A. Clean Premises – Lessee must maintain and use the Premises, including, but not limited to, the removal of nuisances, trash, litter, debris, and overgrown vegetation at all times and adhering to any health requirements, noise requirements, and alcohol consumption requirements, all in compliance with the City of Chetek Code of Ordinances, and in compliance with all other applicable State, Federal, and City laws, ordinances, rules, and regulations.

B. Improvements. Lessee shall obtain City's prior written approval before any modifications, alterations, or other changes ("Changes") to the Premises are undertaken, even if temporary in nature. Such approval may be granted, denied, or conditioned, at the City's sole discretion. Any approved improvements to the Premises shall be at Lessee's expense. Upon termination of this license, Lessee shall, at its sole expense, dismantle and remove any improvements to facilitate and restore the Premises to its original condition, subject, however, to City's prior approval.

C. Right of Access. The City shall have the right of access to the Premises at all reasonable times. Lessee will provide any keys needed to facilitate access to the Premises.

D. Title to Premises. Lessee understands that the legal title and interest of the City in the Premises is or may be in dispute. Lessee waives any claim or action it may have based on or emanating from any lack of title or interest by the City. City makes no representations or warranties regarding its interest or rights to the Premises. Lessee assumes the risk regarding these issues.

E. Repair. Lessee shall fully repair all damage to the street, other than ordinary wear and tear, and will provide routine maintenance, such as snowplowing, during the term hereof.

6. **RESPONSIBILITY – CITY.**

A. The City shall allow Lessee access to the Premises for the purposes set out in this Agreement subject to the limits noted at paragraph 5.D. above.

B. The City finds and ordains that Section 90-339 of the Chetek Code of Ordinances and following is not applicable to this Temporary Use Agreement, and that no further permit is required for the Lessee's use contemplated hereby.

7. **TERMINATION.**

A. Termination by Lessee. This Agreement may be terminated by Lessee at any time and for any reason upon twenty-four (24) hours prior written notice to the City.

B. Termination by City. This Agreement may be terminated by the City on default of Lessee's duties upon fourteen (14) calendar days prior written notice to Lessee. Otherwise, the City may terminate this agreement on sixty (60) calendar days prior written notice to Lessee.

8. **RE-DELIVERY OF PREMISES.** Lessee shall, upon termination of this Agreement, quit and deliver the Premises to the City peaceably, quietly, and in a condition that is compliant with all applicable State, Federal, and local laws, ordinances, rules, and regulations. Lessee, at Lessee's expense, shall repair any damage to the Premises caused by or that was the result of Lessee's use of the Premises.

9. **PERSONAL PROPERTY.** Upon termination of this Agreement, Lessee shall remove all of its personal property from the Premises. If Lessee fails to remove its personal property from the Premises within five days of the termination of the Term, the City shall have the right (but not the obligation) to store such property, either on the Premises or remove the property and store it off-premises, and charge Lessee the greater of ONE HUNDRED DOLLARS (\$100.00) per day or City's actual expense, plus a 15% administration charge. Lessee shall assume all risk of damage to or loss of its property arising out of storage of Lessee's property by the City.

10. **INSURANCE REQUIREMENTS.** Lessee shall carry insurance in the types and amounts shown on Exhibit "B", attached hereto and incorporated herein, for the duration of this Agreement and furnish certificates of insurance as evidence thereof.

11. **INDEMNIFICATION.** Lessee, its partners, agents, licensees, and lessees (collectively called "Lessees") hereby fully indemnify, save, and hold harmless the City of Chetek, their officers, employees, agents, other licensees, and invitees (collectively called "Indemnitees") against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever on account of personal injury (including, without limitation, workers' compensation and death claims), or property loss or damage of any kind whatsoever, which arises, or is claimed to arise out of or is, or is claimed to be, in any manner connected with construction, installation, existence, operations, use, maintenance, repair, restoration, or removal of the improvements defined above on the Premises and/or which arises, or is claimed to arise out of or is, or is claimed to be, in any manner connected with the operation, use, maintenance, repair, or restoration of the Premises pursuant to this License, including any injury, loss, or damage caused by the sole or contributory negligence of the Indemnitees, or any of them. Lessee must, at their own expense, investigate all those claims and demands, attend to their settlement or other disposition, defend all actions based thereon using counsel satisfactory to Indemnitee's City attorney, and pay all attorney's fees and other costs and expenses of any kind arising from any aforesaid liability, damage, loss, claims, demands, or actions.

12. **ASSIGNMENT.** Lessee will not sublet or assign any rights under this Agreement, or any portion of the Premises, without the express written consent of the City.

13. **NOTICES.** All notices under this Agreement shall be by certified mail, overnight mail, or by personal delivery, and shall be effective upon receipt or constructive receipt. Notice shall be sent to the address for the receiving party set forth below, or to such other address as a party may designate for notice purposes in writing.

IF TO CITY:

City of Chetek
P.O. Box 194 Chetek, WI 54728

IF TO LESSEE:

Nancy E. Helms
The Mill Properties Chetek LLC
518 Schofield Street Chetek, WI
54728

14. **NO LIENS.** Lessee shall pay for all labor or materials furnished in the maintenance, repair, or improvement of the Premises by Lessee, and shall keep the Premises and any improvements and Lessee's interest therein free and clear of any mechanic's or materialmen's lien or encumbrance of any kind whatsoever created by Lessee's act or omission.

15. **NON-WAIVER OF RIGHTS.** Continued performance by either party hereto of the terms of this Agreement following a default must not be deemed a waiver of any right to cancel this Agreement for any subsequent default, and no waiver of such default will be construed or act as a waiver of any subsequent default.

16. **INVALIDITY OF CLAUSES.** In the event that any covenant, condition, or clause herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition, or clause in no way affects any other covenants, conditions, or clauses.

17. **ATTORNEY'S FEES.** In any action brought by either party for the enforcement of the obligations of Lessee, either party shall be entitled to recover reasonable attorneys' fees, court costs, and other expenses of litigation.

18. **LEGAL RELATIONSHIP.** It is understood and hereby agreed by the Parties that Lessee is an independent contractor hereunder and shall control all ways, means, and details incident to the performance of its work, for itself, its agents, and employees.

19. **ENTIRE AGREEMENT.** It is understood and agreed that this instrument (including the exhibits described below) contains the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and may not be amended or modified except in writing signed by both parties.

Exhibit A – Premises

Exhibit B – Insurance requirements


[Signature page follows.]

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date set forth above.

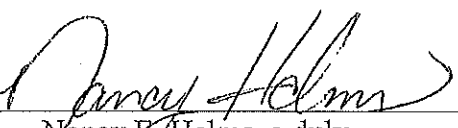
CITY OF CHETEK

By:  _____, Mayor

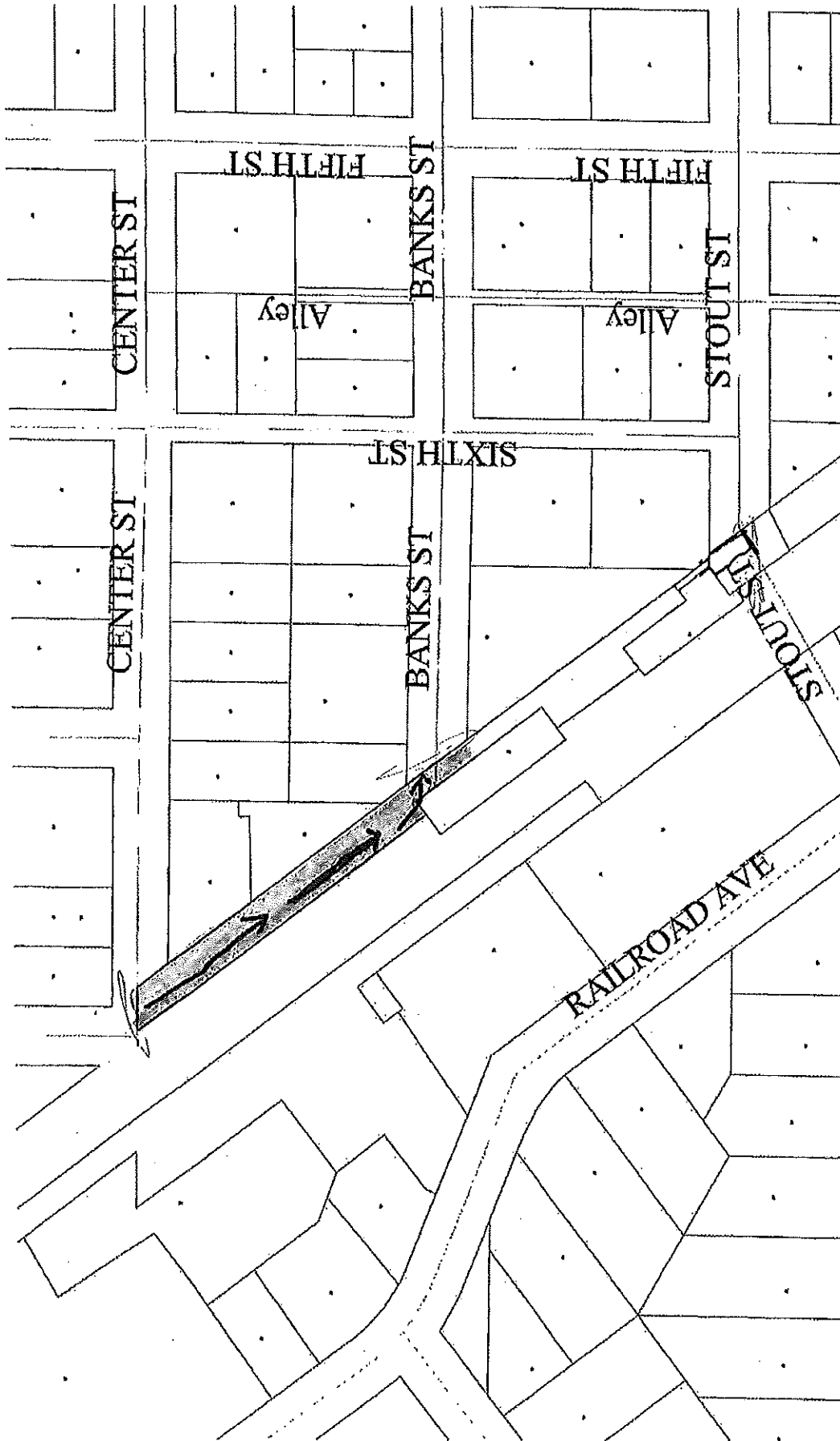
Attest:

By:  _____
Carmen Newman,
City Clerk/Treasurer

Lessee: THE MILL PROPERTIES CHETEK LLC

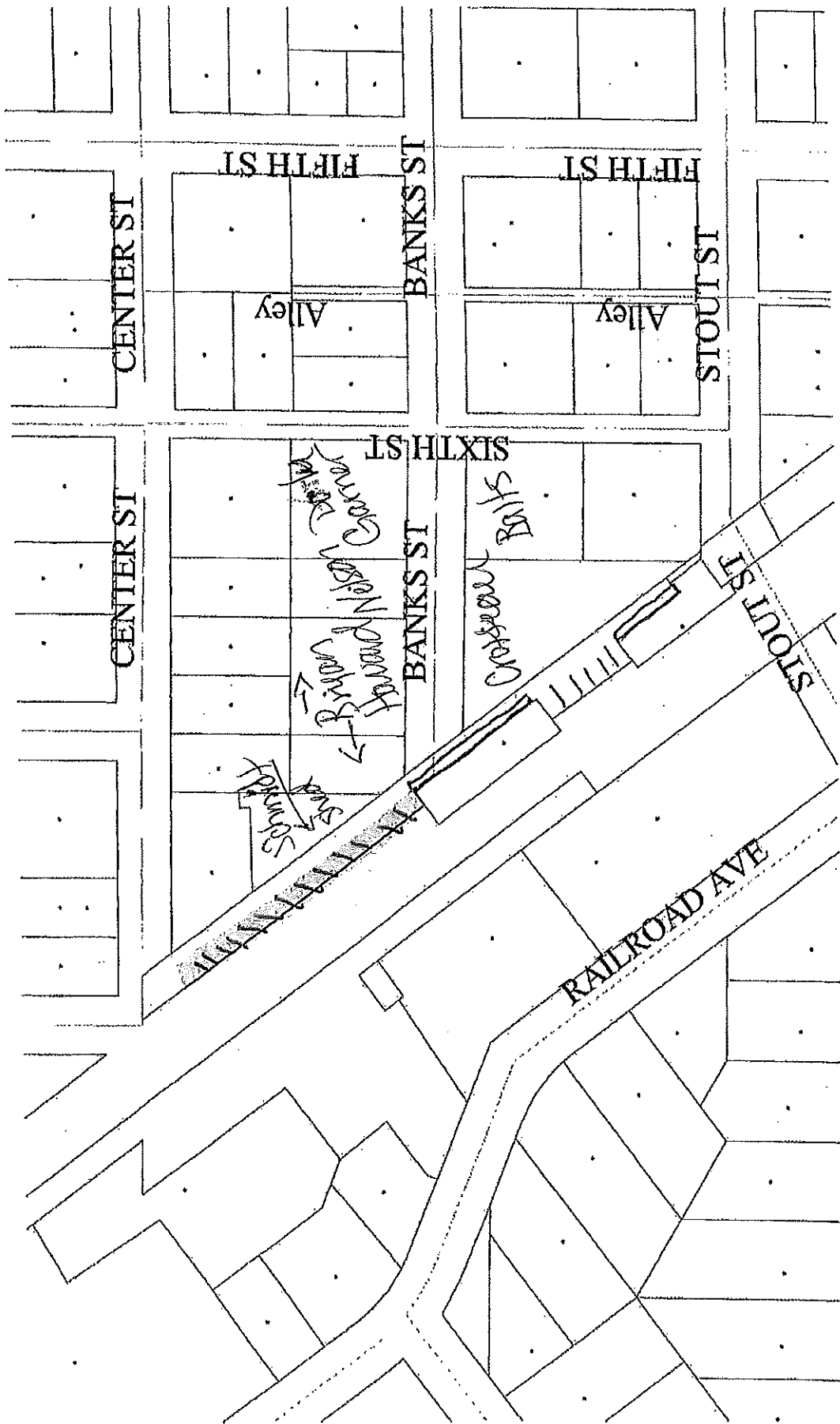
By:  _____
Nancy E. Helms, a duly
authorized member or manager

1-A



Two way, semi-green use.

To be one way traffic.



Angle parking per City Code.

Pull in parking per City Code.

Ordinances authorized in writing by City Code enforcement officer



EXHIBIT B
INSURANCE REQUIREMENTS

ARTICLE 1. Lessee's Insurance Requirements

1.1 **General Requirements.** Lessee shall carry insurance in the types and amounts indicated below for the term of the Lease.

Within five (5) days of the execution of this Agreement, Lessee shall obtain the required insurance and provide the City a Certificate of Insurance as proof of coverage. If the coverage period ends during the term of the Agreement, Lessee must, prior to the end of the coverage period, forward a new Certificate of Insurance to the City as verification of continuing coverage for the duration of this Agreement.

Approval of insurance by the City and the required minimums does not relieve or decrease the liability or responsibility of the Lessee hereunder, and will not be construed to be a limitation of liability on the part of the Lessee.

Insurance coverage must: (a) be written by the companies licensed to do business in the State of Wisconsin at the time the policy is issued; and (b) have an A.M. Best rating of B+VII or better.

It is intended that policies required in this Agreement, covering both the City and Lessee, will be considered primary coverage as applicable.

If insurance policies are not written for amounts specified below, Lessee shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.

The City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto, and may make any reasonable requests for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

Lessee shall not cause or permit any insurance to lapse or to be canceled during the term of this Agreement.

Lessee shall be responsible for premiums, deductibles, and self-insured retentions, if any, stated in any policies. All deductibles or self-insured retentions will be disclosed on the Certificate of Insurance.

1.2 Specific Coverages.

a. Commercial General Liability Insurance: The policy must contain the following provisions:

- (1) Blanket contractual liability coverage for liability assumed under the Temporary Use Agreement and all contracts relative to this Temporary Use Agreement.
- (2) Independent Contractor's coverage;
- (3) The City of Chetek listed as an additional insured; and
- (4) Thirty (30) day notice of cancellation in favor of City.
- (5) Provide coverage B with minimum limits as follows: A combined bodily injury and property damage limit of \$1,000,000 per occurrence.

TEMPORARY USE AGREEMENT FIFTH AMENDMENT

THIS TEMPORARY USE AGREEMENT FIFTH AMENDMENT ("Fifth Amendment") is made and entered into effective as of February 26, 2022 (the "Effective Date"), by and between the City of Chetek, a Wisconsin municipal corporation ("City"), and The Mill Properties of Chetek, LLC, a Wisconsin limited liability company ("Lessee"), to wit:

WHEREAS the City entered into an agreement dated on or about September 29, 2016 ("Lease Agreement"), to use certain property located between Center Street and Stout Street known as Dixon Street, more particularly described in Exhibits A-1 and A-2 to said agreement;

WHEREAS, the Lease Agreement, as amended, expired February 25, 2022, and the parties desire to extend the same on certain terms and conditions;

NOW, THEREFORE, the parties state their further agreements as follows:

1. The Lease Agreement is extended to February 26, 2023, at 12:01 a.m. on the additional terms and conditions set forth below:

- a. No parking shall be allowed on the east side of Dixon Street.
- b. The large illuminated sign facing east on Lessee's property is to be shut off when Lessee is closed for business, generally at dark, and is not to be operated after midnight.
- c. The street closing chains on Banks Street are to be set up by the Lessee for events and taken down by Lessee when events are not occurring.
- d. Lessee is to offer shuttle services for guests from off-site parking locations.
- e. Parking area between 646 Banks Street and 612 Stout Street (west side of Dixon Street) shall be public use when The Mill is not being used for events/parties, etc.
- f. A lease payment of \$100 per month shall be effective May 1, 2022. The fee shall be waived for a period of thirty six (36) months upon completion of a fence (approved by the city zoning administrator according to city ordinances) placed between the lot owned by The Mill Properties (parcel 211-1177-08-000) and parcels 211-1177-07-000 and 211-1177-13-000.

2. Lessee will comply with the terms of the conditional use during the term hereof, including the limitation on hours. Lessee agrees that the facility will be closed and operations will cease no later than 10pm on Sundays through Thursdays and by midnight on Fridays and Saturdays. However, Lessee may extend operations to midnight on Sundays or Mondays that fall on the following holidays: Memorial Day, Fourth of July, and Labor Day.

Dated at Chetek, Wisconsin, this _____ day of March, 2022.

**CITY OF CHETEK ("The City") LESSEE: THE MILL PROPERTIES
OF CHETEK, LLC**

By: _____ Attest: _____

Jeff Martin, Mayor date _____ Carmen Newman, clerk/treasurer

By: _____ Attest: _____

Nancy E. Helms, a duly authorized Manager or Member date _____