## City of Chetek Common Council Meeting Agenda Tuesday, October 11, 2022- 6:00 p.m.

Council room, 220 Stout Street, Chetek, WI

#### Also view meeting remotely on the City Facebook page

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Call to order				
Roll call – Mayor Martin_	Scott Bachowski	_, Earl Grover	_, Terry Hight	_, Thea Hempel
Prayer				
Pledge of Allegiance				
Mayor Comments				

Public comment: citizens may direct questions/comments to the council for items not on the agenda. The council may have limited discussion, however; no action will be taken under public comments.

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 - deliberating fire district and ambulance agreements, reconvene; act on closed session item, if any.

Motion to approve agenda

#### **CONSENT AGENDA:**

- a. Council minutes and city claims: September
- b. Department/Board reports as submitted -Housing Authority-July; Plan Commission-September; Economic Development-September; Ambulance-September;
- c. Resignations and/or appointments from boards/committees:
- d. General licenses/permits: Chamber of Commerce 10/28/22 beer crawl

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

#### **NEW BUSINESS:**

Emergency Operations Plan - approve updated plan

Fee Schedule changes: assessment searches, direct seller, zoning application fees, plat review, street excavation, garbage can change-out, dumpster rental, subtract meter fee, update public works fee with current DOT rates.

Airport runway resurfacing - crackfill/micro-surface estimate versus runway repaying.

Lease renewal - Crescent Landscape Supply/Olynick Transit Inc. for two acres of land in the northern industrial park for parking equipment, associated vehicles, delivery, storage, and processing of yard waste for the City.

Request for outside employment - Brandy Johnson

Request to carry over vacation hours - Carmen Newman

Approve job title and wage - Mark Eby

Hangar lease agreement renewals - Dave Phillips #9 and Judd Koenitzer #16

Resolutions 2022-12 and 2022-13 - appropriating revenues to the 2022 budget

Closed session, reconvene; act on closed session item, if any.

Minutes of the City of Chetek Common Council Meeting held on Tuesday, September 13, 2022, 2022 in the council room, 220 Stout Street, Chetek, WI. Also posted live on the City Facebook page

The meeting was called to order by Mayor Martin at 6:15 following the public hearing. Members in attendance: Mayor Martin, Scott Bachowsk, Earl Grover, Terry Hight, Thea Hempel

Bachowski motioned to approve the agenda. 2nd by Grover. carried.

Hight motioned to approve the consent agenda items: council minutes and city claims for **August**; accept and place file department/board reports as submitted - *Plan Commission-August; Fire District July*; *Library June & August*; Road closure for Chetek Lutheran Church "Trunk or Treat"; Appointment of Myles Brogren as agent for VFW - pending completion of the training certificate as required by the Department of Revenue. **2nd by Bachowski. Carried.** 

#### **OLD BUSINESS**

Hempel motioned to approve the monthly payment for employee medical bills from 2021 which were allowable charges for the LifeStyle Health Plan but not paid due to the third party claims administrator being found negligent. The city is waiting for final determination on the status of payment and should the health plan release payment, the city will be reimbursed for the over payment. 2nd by Bachowski. Carried.

Clerk/treasurer, Carmen Newman, updated the council members on the status of the wage study which will be administered by McGrath Human Resources Group. The process will take approximately four months to complete. All of the required data has been sent to McGrath and we are just waiting on their start date.

Council members discussed the use of ARPA funds and decided to meet as a committee to consider ideas/options for the use of the remaining funds. A meeting will be set up in October.

#### NEW BUSINESS

Planned Unit Development zoning petition - The plan commission and common council had approved the plan for the Red Rock PUD at the August meeting. The hearing was held just prior to this meeting and no one from the public had any comments/concerns. Bachowski motioned to approve the zoning of the Red Rock Resort to a Planned Unit Development (PUD). 2nd by Grover. Carried.

Moore Street parking lot - Hight motioned to authorize the restriction on overnight parking for the new parking lot. Parking shall not be allowed between the hours of 2:30 a.m. and 6:00 a.m.. Signs will be placed noting the restrictions. 2nd by Grover. Carried.

Grover motioned to move the November council meeting to November 15th due to the General Election being held on the regular meeting date of November 8th. 2nd by Hempel, carried.

Water main on Kleve - Dan Knapp advised the council that the water main on Kleve Street between 2nd and 4th Street is on the Chetek Vet Clinic property. The watermain was put in many years ago and when the city sold the property to the original owners of the Vet Clinic, the water main was not moved. The water main will need to be moved to the south side of Kleve Street. The main will be connected to another water main to eliminate the dead end. The estimated cost is \$80,000. The city will apply for a grant to help with the cost. The project would not be done until next year. Grover motioned to authorize the bidding for engineering and construction. 2nd by Hight. carried.

Uncollectible utility - Carmen Newman explained that the utility bill for the trailer at 811 W banks is uncollectible due to the fact that the city cannot put the charges on the tax roll since the trailer is on leased land (Yvette DeFlorian's land in the trailer park). The owner's of the trailer moved out of state and their situation is not favorable for collecting the funds. The owner's of the trailer moved out and left the trailer on the land back in April of 2021. Motion to write off the uncollectible debt by Hight, 2nd by Hempel. Hight-yes, Hempel-yes, Bachowski-no, Grover-abstained. Mayor-yes. Carried.

Council discussed the accident where a delivery truck for Family Dollar/Dollar Tree hit the hydrant located near the store. The cost for fixing the hydrant was paid by the insurance company for the delivery

truck. Public works moved the hydrant in an effort to reduce the chance of the hydrant being hit again. It was decided to send a letter to the owner's of the building asking if they would consider paying for the cost to move the hydrant - \$1,762.42.

Ordinance 886A - regulating boating upon the water of Chetek River as required by the Department of Natural Resources. This ordinance regulates boats, swimming rafts, etc. during times that buoys are placed for maintenance on the bridge on the river. Motion to approve by Hight, 2nd by Grover. Carried.

Motion to adjourn - Bachowski, 2nd by Grover. Carried.

Carmen Newman, clerk/treasurer

#### THE CHETEK HOUSING AUTHORITY

## MONTHLY BOARD MEETING MINUTES

July 28, 2022

#### **CALL TO ORDER**

Chair Hight called the meeting to order at 2:05 PM. A quorum of directors was present, and the meeting, having been duly convened, was ready to proceed with business.

#### **ROLL CALL**

Present: Alex Harden, Terry Hight, and Marge Jost

Excused: Ray Hanson and Lou Ann Novak

Other(s) present: Meg Skemp, Executive Director

#### PUBLIC COMMENT

None

#### MINUTES OF THE PREVIOUS MEETING

The minutes of the previous meetings were reviewed.

Motion (Jost/Harden) to approve the minutes of the May 26, 2022 meeting.

Motion carried; unanimous.

#### **DIRECTOR'S REPORT**

The committee reviewed and discussed the report provided in the meeting pack, which included occupancy, tenants, maintenance, and management updates.

#### **BILLS**

There were no bills to review at the time of the meeting.

#### **FINANCIALS**

The committee reviewed and discussed the May Financial Statements prepared by Housing Authority Accounting Specialists, Inc.

Motion (Jost/Harden) to file the statements for audit. Motion carried; unanimous.

#### **REAC INSPECTION**

The committee reviewed and discussed the results of the HUD Real Estate Assessment Center (REAC) inspection performed on June 21.

Motion (Harden/Jost) to enter the report in the records. Motion carried; unanimous.

#### **DRAFT CAPITAL NEEDS ASSESSMENT**

The committee discussed the draft Capital Needs Assessment prepared by Dominion Group, which will be a continuing discussion in upcoming meetings.

#### **SIDEWALKS**

Chair Hight reported on the City's quote to replace or repair some areas on the outer sidewalk ring. Hight visited the site with a contractor who grinds sidewalk offsets. The offsets on the outer ring of sidewalk were a concern because of potential trip hazards and difficulty in snow removal. Maintenance has since repaired the spots with asphalt-type patching. There are still new sidewalk areas with divots and cracking that may be under warranty; management will follow up with Project Manager Short, Elliot, and Hendrickson.

#### **GROUNDSKEEPING**

The committee discussed current water usage, the increase in City water rates, the cost to purchase water deduct meters, the Resident Services Stipend program Groundskeeping Assistant, and how much watering of grass and plantings is appropriate. A cost vs. benefit analysis will be performed. Meanwhile, limited watering of plants is permitted but no watering of grass was agreed upon by unanimous consent.

#### **NEXT MEETING DATE AND POTENTIAL AGENDA ITEMS**

The next meeting will be held Thursday, September 22 at 2:00 PM in the community room.

#### **ADJOURNMENT**

Motion (Harden/Jost) to adjourn at 3:49 PM. Motion carried; unanimous.

Respectfully submitted,

Margaret Skemp Margaret Skemp, recording secretary

# Minutes of the Hearing of the Plan Commission of the City of Chetek held on September 15,2022 at 6:00p.m.

**A Public Hearing** was called to order at 6:00 pm on September 15,2022 by Mayor Jeff Martin to hear a request from Dan Hollihan at 1866 Pinewood Ave to operate a short term rental under a Conditional Use permit.

Planning Commission attendees were Mayor Martin, Dave Swangim, Shawn Ayers, Mark Etten & Del Wacker Absent were John Hunsinger. Also in attendance was Secretary for the Planning Commission Mark Eby, Building Inspector Joe Atwood, Thea Hempel 4th Ward Alderperson, Pam & Tom Witmouth, Candy Jenke, Dan & Nicole Hollihan property owners of 1866 Pinewood.

# \*6:00 PM Hear a request from Dan Hollihan at 1866 Pinewood Ave to operate a short term rental under a Conditional Use permit.

Dan said that they just bought the cabin and started a short term rental. They do have rules and they do have additional garbage cans which was one of the issues that the neighbors had was that there was garbage laying all over outside of the cans. Nicole said she believes that the property can hold and sleep 14 people. Some rent for 3 days and some for a week. It only rents during the summer months as the owners said that they have had no interest in the winter months. Their emergency contact is a person in town. The property owners have been there to take care of everything. They do have a cleaning person that does the turnover for them. Currently the renters have been parking in the driveway and the yard. It has rented much faster than they thought that it would and it just booked fast. They will only be renting out a couple weeks per month next year because they will be using it a couple weeks a month also. Thea Hempel ward 4 council member said that this property was brought to her attention. She feels that it could be better managed. Candy Jenke lives adjacent to the property at 1876 Pinewood Ave. She has a concern with 14 people at the property at once. One of the issues that she has noticed is that their lot is in a bay of some area. She has no issues with rentals; she chose to live there after her mom lived there. The property was fixed very nicely but there is a lot of activity. Pam Witmouth 1880 Pinewood Ave. said she is thankful that the garbage issue got taken care of. She knows it is costly to stay there. Thea asked if they have a limit on vehicles and the owners said no. Thea feels that there could be some reigning in. Scott asked if they have any boats they have one and they do not rent it out. Shawn asked about square feet and the owners said around 3000. Dave asked about insurance. They do have homeowners insurance on it with an umbrella for short term rentals. Tom said that the property was very busy this summer. They would come in convoys of like 4 cars at a time. Someone did ask if they have an address they did get it put up today. 6:21 public hearing was closed

A regular meeting of the Planning Commission for the City of Chetek was called to order at 6:22pm on September 15,2022 by Mayor Jeff Martin.

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

Also present was Mark Eby, Planning Commission Secretary, Building Inspector Joe Atwood, Council MemberThea Hempel.

Compliance with the open meeting law was verified.

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

# 1) Discussion/Action:Approve or not approve request and Conditional Use for short term rental at 1866 Pinewood Ave.

Mayor Martin said that it was a lot of stuff from the pictures that were shared. He also said that this is new territory for the City. The short term rentals have slowly been showing up over the last couple of years. Dave was asking about parking and if there was a way to regulate it. Scott said the normal conditions put on would be no campers, no parking on the street, fire pits. Shawn says they should address garbage, hours of coming and going. Our new ordinance that we are looking at has more restrictions than what the county has. It has just been listed since this summer. Some of the ideas was to maybe limit the amount of people that stayed and Nicole said she was open to the idea as 14 is quite a few. There were discussions on the new ordinance and if they should be granted tonight or wait. Joe did say that we can't really hold them up and wait for an ordinance that is not really ready to be adopted. Scott made a motion to 6 month conditional use and that it can be superseded by City Ordinance once that comes a City Ordinance. There are to be no campers, limit the number of occupants to 12, cars are to not be parked on the street, quiet hours are to be per City ordinance. Dave 2nd Motion Motion carried.

# 2) Discussion/Action:Discussion regarding short term rentals in the City. These fell under Conditional Use in the past but may be better under Business regulation and Taxation Ordinances. Review sample and forward recommendation to City Council.

A draft of the ordinance for short term rentals was sent to the commission for review. The final say would be up to council as it would not be in the zoning ordinance area. The council felt that they would like some input from the commission before anything is finalized. The commission would like to go with the county way of cubic feet. Section D needs to be looked at as parking could be an issue and currently on the draft it talks about spaces and how many bedrooms but Joe said that it is hard to put something like that on short term rentals when the city has no issue with home owners parking where they wish on their property. Mark will look into this and send out new wordage. Under 30-303 sub section e(2) remove that out of the ordinance. 30-307 remove all of that language as the city has no sales tax or room tax. 30-308 any and all approvals decisions will be given to the Building Inspector. 30-309 section A everyone was ok with the violation forfeiture amounts.

#### 3) Look at sample ordinance for uses under accessory structures.

This has been brought up many times as to what can and can not be accessory structures. Joe said that this is showing up more and now some municipalities are stating clearer how they can and can not be used. As in some Cities there have been using them as short term rentals, man caves, etc. Shawn brought up park benches who regulates them and where they get sat. Shawn was bringing this up as Chippewa Falls are now getting purple powder coated benches and over time they lose their nice look and look rough and also with the way that they were designed people could catch their clothes on them and could become an issue. Currently Joe or Dan find out about them and if they are in front of a business the business owner would need to give the ok. If they should want to go somewhere else like a park or beach the council would have to approve such a thing. So people can not just purchase a bench and put it wherever they would like in the city. Scott brought up a group trying to do murals he went to the meeting. It sounds like there will be some interest, it would be on private buildings. There is much more discussion on it before anything happens but wanted to bring it up to the commission so they know what is going on.

Motion to adjourn by Del Wacker 2nd by Mark Etten motion carried meeting adjourned at 7:36pm

Date of the next meeting October 13,2022.

Respectfully Submitted Mark Eby

# 9/19/22 Economic Development

#### **MINUTES**

Meeting was called to order at 6:02pm

Motion: Dan Knapp Carried: Jennifer Blatz

Roll Call - ALL PRESENT

Introductions: Each member gave a brief introduction about themselves, detailing their name, current position, why they want to be a part of the EDC and what they can offer the group

Jim Metcalf gave a brief history of the EDC with a few other members sharing their involvement or experiences. Overall very positive that the EDC is coming back, very needed in the community.

The Committee held a brainstorming session to identify areas they feel could be focused on:

- Improve parking
  - o The new city lot was highlighted as plus
  - O Sterling Bank offered their back lot as a potential additional area of public parking. May put up a sign and list in the 2023 Chetek Chain of Lakes Vacation Guide.
  - Looking to address the vacant lot across from Mayo Clinic
- Addressing empty, city owned and other private properties for development.
  - o Look to invite businesses
  - o Day Care?
  - o Ball Field?
  - Previous company at 813 2nd Street has moved. Empty building already rented and had many other inquiries
  - Employers need employees
- Housing strong need
  - o Status of Knapp Street Development?
  - Many people drive a considerable distance to work in industrial park
  - O Rentals are taken quickly and have very high rent values
- What is the City of Chetek Sales Pitch?
  - Look to develop this for everyone to be on the same page.
  - Tourism is important but how can we develop other businesses
  - Further understand and communicate Facade and Micro Loans. Do businesses even know about these?
- Off-Lake Recreation
  - Interest in developing Gotham Park multi-use courts?
  - o Ball Field options working with school city vs. school owned property
  - O Strong interest in Pickle Ball citizens willing to fundraise and organize
- Establish EDC as the "funnel" for projects
  - o There are many groups working on many things use EDC as center of these discussions

#### Next meeting: Monday November 14 at 6pm Location TBD

Members will look into various aspects of the brainstorming ideas to prioritize them at the next meeting. Communicate to group.

Look to create a distinct vision and mission at next meeting

Meeting Adjourned at 7:00pm

Motion: Alex Swanson Carried: Jessica Clark

#### CAAC Meeting Minutes September 26, 2022

Mitch called the meeting to order at 6:00 pm

Roll Call-Board members present- Mitch Hanson, Terry Hight, Joe Atwood, John Postle, Arnie Anderson. Also present Ryan Olson, Renelle Gill and Jeff Martin

- Announcements- none
- Agenda-John motioned to approve the agenda as presented, second by Arnie motion carried
- Minutes-John motioned to approve the minutes from July 28, 2022 meeting, second by Terry motion carried
- Payments-John motioned to approve payments, second by Joe motion carried
- Treasurer's Report- Renelle gave a treasure report including collection statistics from January-August, banking totals of \$203,142.22 (checking/savings), income and expenses, profit and loss and projected subsidies adding the Towns of Stanley and Sumner for 2023.
- Director's Report- Ryan gave a Director's Report including rig #245 is now repaired and back in service, hoping to receive a Flex Grant totaling \$126,220 to help purchase to cots and using any leftover for a lucas compression system, out of service for only two hours from September 7th-September 27th, no new EMTS hired and one resignation, rig #248 needs new tires, expressed the need to start putting funds aside for future purchases, and would like to start conversations regarding hiring six full time EMTS with benefits in the future.
- ARPA FUNDS- lengthy discussion on ARPA funds including Towns of Stanley and Sumner kicking in but possibly not the entire 5%. Towns of Dovre, Sioux Creek and Chetek have contributed 5%. Town of Rusk, Prairie Lake and City of Chetek have not contributed yet however Terry Height indicated that the City has earmarked \$10,964 for contribution and Mayor Jeff Martin concurred. Joe asked why the Board does not provide the information requested by the City of Chetek and Town of Prairie Lake in order to properly report any ARPA funding donations and was told the funds will go into a separate account for the purchase of Lucas system and contract, power lift system and cot maintenance and contract and that the City and Town will be provided an invoice when purchase is made.
- Budget- The Board reviewed the proposed budget for 2023 and asked questions. Terry motioned to accept the proposed budget, second by John motioned carried.
- Future agenda items will be sent out in advance prior to the meeting for review and the next meeting is scheduled for November 15, 2022 at 6:00 pm
- Mitch motioned for new Board member Joe Atwood to record minutes and sign checks, second by John motion carried.
- Mitch motioned to adjourn, second by John motion carried

Prepared by Joe Atwood

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

See Additional Information on reverse side. Contact the munic	cipal clerk if you have questions.
FEE \$	Application Date: October 5, 2022
☐ Town ☐ Village ☑ City of Chetek	County of Barron
A Temporary "Class B" license to sell wine at picnics or sim at the premises described below during a special event beginn	rages at picnics or similar gatherings under s. 125,26(6), Wis, Stats,
1. Organization (check appropriate box) → ☐ Bona fide (	Club Church Lodge/Society
	Club
	Organization
(a) Name CHETEK CHAMBER OF COMMERCE	Signification   I dit Association
(b) Address PO BOX 747 CHETEK WI 54728	
(Street)	☐ Town ☐ Village ☐ City
(c) Date organized	
(d) If corporation, give date of incorporation	
	consin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this
box:	the first state of the first state, state, and
(f) Names and addresses of all officers:  President LOIS KLAY	
Vice President LISA WHITISH	
Treasurer ALEX SWANSON	
(g) Name and address of manager or person in charge of	affair: JENNIFER BLATZ
Location of Premises Where Beer and/or Wine Will Be Beverage Records Will be Stored:     (a) Street number DOWN BUSINESSES - 12	e Sold, Served, Consumed, or Stored, and Areas Where Alcohol
(b) Lot	Block
(c) Do premises occupy all or part of building?	
(d) If part of building, describe fully all premises covered u to cover:	nder this application, which floor or floors, or room or rooms, license is
Name of Event     (a) List name of the event WITCHES & WARLOCKS	
(b) Dates of event 10/28/22	
	BLARATION
The Officer(s) of the organization, individually and together, de-	clare under penalties of law that the information provided in this applica-
tion is true and correct to the best of the reade and one	CHETEK CHAMBER OF COMMERCE
~	(Name of Organization)
Officer(Signature/date)	Officer (Signature/date)
Officer(Signature/qate)	Officer (Signature/date)
Date Filed with Clerk 10 5/33	Date Reported to Council or Board 10 11 / 33
Date Granted by Council	License No.
AT-315 (R. 6-16)	Wisconsin Department of Revenue

# CITY OF CHETEK EMERGENCY OPERATIONS PLAN

October 2022

**Supplement to the Barron County Emergency Operations Plan** 

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#### **EMERGENCY TELEPHONE LISTINGS**

	<u>Phone</u>		
Barron County Sheriff's Department City of Chetek Police Department Police Chief Ron Ambrozaitis	(911) 715-537-3106 (911) 715-924-3686 715-924-3686(O) 715-234-1925 (H) 715-651-1154(C)		
Chetek Fire District Fire Chief Ryan Olson	<b>(911)</b> 715-237-3370		
Mayo Clinic Health System in Barron Lakeview Medical Center Chetek Ambulance	(911) 715-537-3186 (911) 715-234-1515 (911) 715-924-4211		
(Jeff Martin) Mayor, City of Chetek Dan Knapp, Director of Public Works	715-924-4838 (O) 715-642-3029/715-642-0822(cell) 715-924-4236 (H)		
Wisconsin Emergency Management Duty Officer	800-943-0003		
Municipal Office of Emergency Management	715-924-4838		
Barron County Emergency Management	715-537-6595		
Xcel Energy	800-895-1999		
Barron Electric Cooperative	715-537-3171		
Mosaic Telecom	715-458-5400		
CenturyLink Telephone Company	800-824-2877		
Wisconsin Gas Company	800-261-5325		
American Red Cross Chippewa Valley Chapter Barron County Site Office (Rice Lake)	715-234-4888		
Barron County Health & Human Services	715-537-5691		
County Medical Examiners Officer (Coroner)	(911)		
Wisconsin DNR (Cumberland Office) 715-822-359	0 or 800-228-1368		

#### **EMERGENCY OPERATIONS CENTER - ALERTING LIST**

1. City Emergency Management

2. Director/Coordinator – Mayor Jeff Martin

 Cell Telephone:
 715-925-6078

 Office Telephone:
 715-924-4838

 Home Telephone:
 715-924-4234

Email: <a href="mailto:chetekwi.us">chetekmayor@cityofchetekwi.us</a>

3. Alderperson – Scott Bachowski

 Cell Telephone:
 715-931-0502

 Office telephone:
 715-537-6290

Home Telephone:

Email: ward1@cityofchetekwi.us

4. Alderman – Earl Grover

Home Telephone: 715-642-3192 Email: ward2@cityofchetekwi.us

Email: wardz<u>(w.ortyoronetekwi.us</u>

5. Alderperson – Thea Hempel

Cell Telephone: 314-330-4661

Email: <u>ward4@cityofchetekwi.us</u>

6. Alderman – Terry Hight
Cell Telephone: 715-475-9811

Home Telephone:

Email: <u>ward3@cityofchetekwi.us</u>

7. Clerk/Treasurer – Carmen Newman Cell Telephone: 715-642-0431

Office Telephone: 715-924-4838

Home Telephone:

Email: <u>cnewman@cityofchetekwi.us</u>

8. Director of Public Works - Dan Knapp

Cell Telephone: 715-642-3029/715-642-0822

Office Telephone: 715-924-4236 Home Telephone: 715-924-2667

Email: <u>dknapp@cityofchetekwi.us</u>

#### **LEGAL BASIS**

The Legal Basis for the development of this municipal plan is stated in the following documents:

#### **FEDERAL**

PL 100-707	Robert T. Stafford Disaster Relief and Emergency Assistance Act
Title 40, Chap. 116,	Emergency Planning and Community Right-to-Know Act of
US Code	1986

#### **WISCONSIN STATUTES**

26.97	Law Enforcement and Police Powers of Town Chairpersons
59.03(1)	Home Rule (Counties)
59.04	Construction of Powers (Counties)
59.12	Chairperson, Vice Chairperson Powers and Duties (County Board)
59.17(2)	Duties and Powers of County Executive
59.18(2)	Duties and Powers of County Administrator
59.54	Powers and Duties of Counties: Public Protection and Safety
59.54(8)	Local Emergency Planning Committees
61.34	Powers of Village Board
83.09	Emergency Repairs of County Trunk Highways
213.095	Police Power of Fire Chief, Rescue Squads
321.39	Call to State Active Duty (Wisconsin National Guard)
323.12	Powers and Duties of the Governor
323.14	Powers and Duties of Counties and Municipalities
323.15	Powers and Duties of Heads of Emergency Management Services
323.11 and	Emergency Powers of Cities, Villages and Towns
323.24	
895.483	Civil Liability Exemption, Regional and Local Emergency Response Teams and Their Sponsoring Agencies

#### **COUNTY ORDINANCES**

#### **MUTUAL AID AGREEMENTS**

#### **ACRONYMS**

CP COMMAND POST

DNR DEPARTMENT OF NATURAL RESOURCES

EMS EMERGENCY MEDICAL SERVICES

**EOC EMERGENCY OPERATIONS CENTER** 

**EOP EMERGENCY OPERATIONS PLAN** 

ICS INCIDENT COMMAND SYSTEM

NIMS NATIONAL INCIDENT MANAGEMENT SYSTEM

PIO PUBLIC INFORMATION OFFICER

UDSR UNIFORM DISASTER SITUATION REPORT

WEM WISCONSIN EMERGENCY MANAGEMENT

#### <u>CITY EMERGENCY OPERATIONS PLAN</u>

#### A. **PURPOSE**:

This City Plan has been developed to provide procedures for the City of Chetek to respond to various types of emergencies or disasters that affect the community. It provides a link to procedures that will be used by county government since the City of Chetek is part of the county emergency management program. This City Plan is to be used in conjunction with the Barron County Emergency Operations Plan (EOP). The City Plan will be maintained in accordance with current standards of the Barron County EOP and in accordance with the local/City government. Review of the City Plan shall be accomplished concurrently with the county plan.

#### B. **SITUATION AND ASSUMPTIONS**:

Several types of hazards pose a threat to the lives, property or environment in the City of Chetek. These hazards are outlined in Barron County Hazard Analysis. A copy of this is located in the County Emergency Management Office, 1420 State Highway 25 North, Barron, Wisconsin.

#### C. **CONCEPT OF OPERATIONS:**

City officials have primary responsibility for disasters that take place in the City. They will activate the appropriate municipal agencies to deal with the disaster. The City Mayor or the municipal emergency coordinator is responsible for coordinating the response of municipal agencies and coordinating the response with the county officials if county assistance is necessary.

Actions that the City and county should consider if this City Plan is activated.

- 1. City officials and municipal agencies assess the nature and scope of the emergency or disaster.
- 2. If the situation can be handled locally, do so using the procedures in this plan, as appropriate.
  - a. The Emergency Management Coordinator (City Mayor) coordinates all emergency response actions.
  - b. If and when all City resources are depleted, the City Mayor/Officials declare a local state of emergency and notify the County Emergency Services Director of this action.
  - c. Forward the local state of emergency declaration to the County Emergency Services Office.

- d. The City Mayor/Emergency Management Coordinator activates the Municipal EOC. This facility is located at 220 Stout Street, Chetek.
- e. Municipal emergency response officials/agencies respond according to the checklists outlined in the Attachments A-K.
- f. The County Emergency Services Director directs departments/agencies to respond to the situation.
- g. The City Mayor/Officials issue directives as to travel restrictions on local roads and recommends protective actions if necessary.
- h. The County Emergency Services Director notifies the public of the situation and appropriate actions to take.
- i. The City Mayor shall keep county officials informed of the situation and actions taken.
- 3. If City resources become exhausted or if special resources are required, request county assistance through the County Emergency Services Office.
- 4. If assistance is requested, the County Emergency Services Office shall assess the situation and make recommendations.
- 5. The county shall do the following (to the extent appropriate):
  - a. Activate the County EOC.
  - b. Implement the County EOP.
  - c. Respond with county resources as requested.
  - d. Activate mutual aid agreements.
  - e. Coordinate county resources with City resources.
  - f. Notify Wisconsin Emergency Management (WEM) Regional Director.
  - g. Forward Uniform Damage Situation Report (UDSR) Form.
  - h. Assist City with prioritizing and allocating resources.
- 6. If City and county resources are exhausted, the County Emergency Services Director may request state assistance through Wisconsin Emergency Management.
- 7. If state assistance is requested, the WEM Administrator in conjunction with the Regional Director, County Emergency Services Director, and City Emergency Management Coordinator assess the disaster or emergency situation and recommend that personnel, services and equipment be made available for response, mitigation or recovery.
- 8. After completing the assessment, the WEM Regional Director immediately notifies the State WEM Administrator.
  - 9. The State Administrator of Wisconsin Emergency Management notifies the Governor and makes recommendations.

10. If state assistance is granted, procedures will be followed as stated in the Wisconsin EOP and the County EOP.

#### D. **ORGANIZATION**:

See the Emergency Operations Center Alerting List (page ii).

#### E. **RESPONSIBILITIES AND TASKS**:

See Attachments A-K for emergency responsibilities of key officials in your jurisdiction.

#### F. **RESOURCE MANAGEMENT:**

#### Mutual Aid Reciprocal Agreements:

Fire Protection – All Barron County fire departments have a mutual aid agreement with all other fire departments in Barron County.

Emergency response coordinated with the Barron County Sheriff's Department.

#### **Support from State and Federal Agencies:**

Information and assistance in securing state or federal support may be obtained by contacting the County Emergency Services Director. Requests for Wisconsin National Guard assistance should be channeled through the County Emergency Services Director.

#### G. PLAN DEVELOPMENT AND MAINTENANCE

The City of Chetek EOP Development Team is composed of representatives from the City Council. The Council is responsible for developing and maintaining this plan.

The Team meets on an as needed basis or as determined by the City Mayor. The Team reviews incidents, changes, and new information and makes revisions in this plan.

This Team also conducts after-action reviews of all exercises and major incidents.

### H. SIGNATURES

The undersigned have reviewed a City of Chetek.	and hereby approve this Emergency Operations Plan for the
City Mayor	Date
City Clerk/Treasurer	Date
Alderman	
Alderman	 Date
Alderman	Date
Alderman	

#### CITY MAYOR/OFFICIAL

#### **KEY ACTION CHECKLIST**

The City Mayor/Official is responsible for the overall management of the City of Chetek. The following tasks represent a checklist of actions that should be considered in an emergency or disaster situation.

#### CITY MAYOR/OFFICIAL SHOULD:

- 1. Ensure that the City Mayor/Emergency Management Coordinator or designated person has activated/is activating the Emergency Operations Center (EOC).
- 2. Report to the EOC/Command Post.
- 3. Ensure that the City Emergency Management Coordinator or designated person provide an initial damage assessment and casualty report.
- 4. Ensure that the City Emergency Management Coordinator and City Officials brief the EOC staff as to the status of the disaster.
- 5. Be ready to issue a declaration of emergency.
- 6. In consultation with the County Emergency Services Director, determine whether or not county, state or federal assistance should be requested. (City and county resources must be fully committed before state or federal assistance will be available. If assistance is requested, specify the type and amount of assistance needed.)

#### CITY EMERGENCY MANAGEMENT COORDINATOR

#### **KEY ACTION CHECKLIST**

The City Emergency Management Coordinator coordinates all components of the emergency management program in the City of Chetek. This includes hazard analysis, preparedness, mitigation, response, and recovery activities for all natural and technological disaster/emergencies. The following tasks represent a checklist of actions this department should consider.

#### CITY EMERGENCY MANAGEMENT COORDINATOR SHOULD:

- 1. Report to the City EOC or Command Post.
- 2. Ensure that City Officials and County Emergency Services Director have been notified, key facilities warned, sirens activated, etc.
- 3. Activate the City EOC (see EOC Alerting List Page 2). Make sure that it is fully operational and that EOC staff have reported/are reporting to it.
- 4. Obtain initial Uniform Disaster Situation Report (UDSR) and other relevant information. Relay this information to the City Mayor/Official and to the County Emergency Management Director.
- 5. Conduct regular briefings of the EOC staff as to the status of the situation.
- 6. Evaluate available resources, including personnel, by checking with EOC Staff. If deficiencies exist, take action to obtain the needed resources.
- 7. Ensure that all department/agency heads have begun to keep separate and accurate records of disaster-related expenditures.

#### CITY CLERK/TREASURER

#### **KEY ACTION CHECKLIST**

The City Clerk/Treasurer is responsible for their assigned activities in the City of Chetek. The following tasks represent a checklist of actions this department should consider in an emergency or disaster situation.

#### CITY CLERK/TREASURER SHOULD:

- 1. Report to the City EOC or Command Post.
- 2. Maintain records indicating City expenses incurred due to the disaster.
- 3. Assist in the damage assessment process by:
  - Provide information regarding the dollar value of property damaged as a result of the disaster
  - Provide information (name, telephone number, etc.) regarding the owners of property which has been damaged/destroyed as a result of the disaster.

#### WARNING/COMMUNICATIONS

#### **KEY ACTION CHECKLIST**

- The Warning and Communications function is responsible for warning and communications in the City of Chetek. The following tasks represent a checklist of actions this function should consider in an emergency or disaster situation.
- The Barron County Sheriff's Department, located in the Justice Center at 1420 State Highway 25 North, Barron, Wisconsin, is responsible for warning and communications activities in the City of Chetek.
- The following tasks represent a checklist of actions this department should consider in an emergency or disaster situation.
  - 1. Warn the following:
    - a. City Mayor/Official
    - b. County Emergency Services Director
    - c. Special Facilities (nursing homes, schools, hospitals, etc.)
  - 2. Ensure all agencies represented in the City EOC have communications both to their staff at their department offices and their staff at the incident site. This equipment may consist of phone, cell phone, and/or two-way radio with the Barron County Highway Department.
  - 3. Activate public warning system. This may consist of telephone or door-to-door contact.
  - 4. Establish communications with the County EOC if activated or the County Emergency Services Office.
- 5. Establish communications with Command Post if established.

#### LAW ENFORCEMENT

#### **KEY ACTION CHECKLIST**

The City of Chetek Police Department is responsible for law enforcement activities in the City of Chetek.

The following tasks represent a checklist of actions this department should consider in an emergency or disaster situation.

- 1. Ensure that all Police Department staff have been notified and that they report as situation directs.
- Direct the designated law enforcement representative to contact the City EOC/Command Post for current information.
- 3. Secure the affected area and perform traffic and crowd control.
- 4. Participate in warning the public as situation warrants.
- 5. Determine scope of incident as to immediate casualties/destruction and whether the incident has the potential to expand and escalate.
  - 6. Direct officer(s) to close off the damage site area and to stop all in-bound traffic. An emergency pass system may be needed.
- 7. Report above information to appropriate law enforcement agencies.
  - 8. Establish a staging area in the City; designate a Command Post; and establish initial command until relieved.
  - 9. If appropriate and if available, dispatch a communications vehicle to the scene of the disaster.

#### Other responsibilities may include:

Enforce curfew restrictions in the affected area.

Coordinate the removal of vehicles blocking evacuation or other response vehicles.

Assist the medical examiner with mortuary services.

If the County EOC is activated, establish and maintain contact with the contact person representing law enforcement.

Try to anticipate your department's needs for manpower and equipment 24 hours in advance. If additional assistance is needed, utilize mutual aid agreements with other police departments and/or state police.

#### **HUMAN SERVICES**

#### **KEY ACTION CHECKLIST**

The Barron County Department of Health and Human Services will serve as the Human Services Coordinator in Barron County and is responsible for human services activities in the City of Chetek. The following tasks represent a checklist of actions this person must consider in an emergency or disaster situation.

- 1. Coordinate activities of municipal agencies/departments that provide human services type services. (Identified in County Resource Manual).
- 2. Report to the Emergency Operations Center if open or Command Post.
- 3. Coordinate with Red Cross in opening and managing shelters.
- 4. Ensure canteen is set up to feed emergency workers in the City.
- 5. Work with Red Cross/Salvation Army in providing food and clothing to disaster victims. Provide emergency assistance to persons with special needs.
- 6. Provide necessary outreach services to citizens affected by emergency or disaster.
- 7. Distribute emergency literature to disaster victims giving instructions and assistance pertaining to their immediate needs.
- 8. Provide psychological counseling and crisis intervention to disaster victims.
- 9. If County EOC is activated, establish and maintain contact with the person representing Human Services. If the County EOC is not activated, establish and maintain contact with the County Emergency Services Director.

#### **PUBLIC WORKS**

#### **KEY ACTION CHECKLIST**

The Director of Public Works is responsible for public works activities in the City of Chetek. The following tasks represent a checklist of actions this department should consider in an emergency or disaster situation.

- 1. Ensure that all department personnel have been alerted and that they report as the situation directs.
- 2. Report to the City Shop, EOC or Command Post as directed.
- 3. Review the disaster situation with field personnel and report situation to the City Emergency Management Coordinator.
- 4. Maintain transportation routes.
- 5. If necessary, coordinate flood fighting activities, including sandbagging, emergency diking, and pumping operations.
- 6. Coordinate with Law Enforcement travel restrictions/road closures within the City.
- 7. Assist with traffic control and access to the affected area (if requested).
- 8. Assist with search and rescue activities as may be requested.
- 9. Assist private utilities with the shutdown of gas and electric services (if requested).
- 10. As necessary, establish a staging area for public works.
- 11. Report public facility damage information to the Damage Assessment Team within the first 24 hours of incident.
- 12. If the County EOC is activated, establish and maintain contact with the County Highway Commissioner.

#### PUBLIC HEALTH SERVICES/EMERGENCY MEDICAL SERVICES

#### **KEY ACTION CHECKLIST**

The Director of Public Health will serve as the Public Health and Emergency Medical Services Liaison in Barron County and is responsible for public health and emergency medical service activities in the City of Chetek. He/she will coordinate health services activities with the Barron County Emergency Medical Services Officer. The following tasks represent a checklist of actions this person should consider in an emergency or disaster situation.

- 1. Assist in evacuating group homes, nursing homes, hospitals, and other medical facilities as needed.
- 2. Coordinate emergency medical care to victims (hospitals and ambulances).
- 3. Assure that public health needs of disaster victims are met.
- 4. Assume primary operational control for health-related emergencies such as pollution, contamination, diseases and epidemics.
- 5. Establish a triage area for victims if one hasn't already been established.
- 6. Assist in coordinating medical transportation for victims.
- 7. Establish a staging area in the City if needed.

#### **PUBLIC INFORMATION**

#### **KEY ACTION CHECKLIST**

The City Mayor is responsible for public information activities in the City of Chetek. The following tasks represent a checklist of actions this department/agency should consider in an emergency or disaster situation.

- 1. The City Public Information Officer (PIO) will function as the sole point of contact for the news media and public officials. As the situation changes, the PIO may change also.
- 2. Maintain liaison with the EOC and Command Post in order to stay abreast of situation.
- 3. Establish news media briefing room and brief the media at periodic intervals.
- 4. If the situation escalates and the County EOC is activated, coordinate with the County PIO to prepare news releases.
- 5. Conduct press tours of disaster areas within the City as the situation stabilizes.
- 6. Assist the county in establishing a Joint Public Information Center.
- 7. Assist the county with establishing a Rumor Control Center.
- 8. Issue protective action recommendations or public service advisories as directed by the chief elected official.

#### FIRE SERVICES

#### **KEY ACTION CHECKLIST**

The Chetek Fire District is responsible for fire services activities in the City of Chetek. The following tasks represent a checklist of actions this department should consider in an emergency or disaster situation.

- 1. Establish and/or respond to designated staging area, Command Post or City EOC as directed by on-scene personnel.
- 2. Assist Law Enforcement in warning the affected population.
- 3. Rescue injured/trapped persons.
- 4. Protect critical facilities and resources as capable.
- 5. Designate a person to record the arrival and deployment of emergency personnel and equipment.
- 6. Assist Law Enforcement with evacuation, if needed.
- 7. Assist the municipal public works department and utilities with shutting down gas and electric services, if necessary.

#### Other responsibilities may include:

Assist with traffic control.

Assist with debris clearance.

- If the County EOC is activated, establish and maintain contact with the person representing fire services.
- If the Barron County Hazardous Materials Response Team is needed, request their assistance through the Sheriff's Department.
- If the Regional Hazardous Materials Team is needed, obtain assistance through the WEM Duty Officer (1-800-943-0003).
- If additional assistance is necessary, utilize mutual aid agreements and/or contracts with other fire departments.

#### DAMAGE ASSESSMENT

#### **KEY ACTION CHECKLIST**

The City Board is responsible for damage assessment activities in the City of Chetek. The following tasks represent a checklist of actions this department should consider in an emergency or disaster situation.

- 1. Report to the City EOC or Command Post.
- 2. Record initial information from first responders such as law enforcement, public works or fire services.
- 3. Activate the Damage Assessment Team, which consists of the City Council and Street Department.
  - a. Within first 2-3 hours: Complete preliminary UDSR:
    - 1. Number of fatalities.
    - 2. Number of critical/minor injuries.
    - 3. Number of home/businesses damaged/destroyed.
    - 4. Number of power/telephone lines, poles damages.
    - 5. Number of public facilities such as highways, roads, bridges, etc. damaged.
    - 6. Number of people who are homeless or in shelters.
  - b. Within 8 hours:
    - 1. Recount items 1-6 above.
    - 2. Complete another UDSR, estimating public and private damage.
    - 3. Video tape and/or take photos of major damage.
  - c. Within 24 hours:
    - 1. Update items a and b above.
    - 2. Complete updated UDSR.
- 4. Provide damage assessment information to the appropriate City officials and County Emergency Services Director to assist in the preparation of the UDSR.
- 5. If the situation warrants, prepare a local state of emergency declaration and forward to the County Emergency Services Director.
- Plot damage assessment information on status boards in the City EOC and locate damaged sites on a map.
- 7. Record all expenditures for City personnel, equipment, supplies, services, etc., and track resources being used.
- 8. Prepare reports for the City Public Information Officer.

#### **DISASTER DECLARATION**

	VHEREAS, a disaster, namely has struck the City of
Chete	and
	VHEREAS, because of such emergency conditions, the Common Council is unable to meet wit
promp	ness; and
	VHEREAS, the disaster has caused the City of Chetek to expand or commit all of its available
resou	es; and
	VHEREAS, the City of Chetek is asking for county assistance and requests the county to advise
the St	e of Wisconsin of our emergency conditions:
	NOW THEREFORE, pursuant to State Statute 323, as Chief Elected Official of the City of
Chete	in testimony whereof I have hereunto set my hand and have caused the great seal of the
City o	Chetek to be affixed.
	Done at the City Hall thisday of, 20
	NOW THEREFORE, pursuant to State Statute 323, as Mayor City of Chetek, do hereby
concu	that a state of emergency exists in the City of Chetek.
	n testimony whereof I have hereunto set my hand. Done at
this _	day of, 20
	Mayor, City of Chetek

#### **EVACUATION DECLARATION**

# SPECIAL FACILITIES IN OR NEAR CITY OF CHETEK

FACILITY & ADDRESS	# PEOPLE	CONTACT	TITLE	WORK
Schools				
Chetek-Weyerhaeuser Senior High 1001 Knapp Street	400	Mark Johnson Larry Zeman	Superintendent Principal	715-924-2226 Ext 2007 715-924-3137
Chetek-Weyerhaeuser Middle School 1001 Knapp Street	275	Mark Johnson	Superintendent Principal	715-924-2226 Ext 2007 715-924-3136
Roselawn Elementary School 1201 6th Street	467	Mark Johnson	Superintendent Principal	715-924-2226 Ext 2007 715-924-2244
Hospitals/Clinics				
Marshfield Clinic - Lake Country 806 2nd Street	15	Lori Moe	Registered Nurse	715-924-2000
Luther Midelfort Northland - Chetek 220 Douglas Street	20	Karolyn Bartlett	Asst Administrator Luther Midelfort Northland	715-537-3166 Ext 71601
Nursing Homes/Elderly/Disabled				
Atrium Post Acute Care	97 beds		Administrator	715-924-4891
725 Knapp Street Atrium Senior Living	14 residents		Administrator	715-924-4891
708 Tainter Street			, tarrimovator	1100211001
Evergreen Apartments 707 Tainter Street	20 units elderly	Diane Weiss	Manager	715-925-2015 866-405-3056
Lone Oak Manor Apartments	30 Apts/	Meg Skempl	Executive Director	715-537-5344
801 West Stout Street	32 residents	Judy Anderson	Board Chair	N/A
Just Like Home 1117 West Stout Street	4 elderly	Ted & Sonia Kotz	Owners	715-924-3632
BARC Lane Apartments (Barron Area Retarded Citizens) 651 9th Street	6 units	Kerry Rieper	Caretaker	715-357-3334 800-685-9353
Day Care Centers				
Little Creations Child Care 727 Morrison Street	9 or more children	Carrie Johnson		715-924-3239
FACILITY & ADDRESS	# PEOPLE	CONTACT	TITLE	WORK
Little Steps Day Care 998 23-3/4 Street	8	Josephine Zeman		715-859-6654
Chetek Kids Club; Chetek-Weyerhauser School District; 1001 Knapp St	Approx 30	Mark Johnson	Superintendent	924-2226X 2007 924-2244X 2132
Off-Site Facilities/Miscellaneous				
Parker Hannifin Corporation 1715 Parker Drive	85 shift 1 - 65 shift 2 - 50 shift 3		Facility Coordinator	715-924-9402 (24 hr)

## OFF-SITE PLANNING FACILITIES IN OR NEAR CITY OF CHETEK

**NOTE:** Complete off-site facility plans are located at the Chetek Fire Department and the Barron County Emergency Services Office.

FACILITY	EHS	NON-EHS	QTY	MAXIMUM VULNERABILITY ZONE
Parker Hannifin Corporation	Anhydrous Ammonia		5,000 lbs.	>10 miles
	Sulfuric Acid		4,750 lbs.	<0.1 miles
		Mineral Oil	188,510 lbs.	3,1,7,7,70
		Oxygen	14,000 lbs.	

d	2022 Fee Schedule		Appendix A –
	council approved:		Fee Schedule
Department/Description		Duration/Unit	Fee
	Administration		
<u>Animal licenses – dog</u>	Neutered/spayed	<u>annual</u>	<u>\$6.00</u>
(chapter 18)	Late fee (after March 31st)	annual	\$5.00
Aggagger out Coough ag (about ag 2)	Non-fixed animals  All request replied to in writing	each Each parcel	\$12.00
Assessment Searches (chapter 2)  Amusement Licenses	Application-arcade, hall, alley, parlor	Initial application	\$20.00 \$20.00
(chapter 14)	Arcade, Hall, alley, parlor license	Annual	\$50.00
(10000)	Amusement device	Each/annual	\$10.00
	(example: pinball, foosball, pool, video games)		
	Bowling alley	per lane/alley	\$10.00
	<u>Dance-public</u>	Annual	\$25.00
	<u>Dance-public</u> Skating rinks	Per day	\$5.00
	Temporary public entertainment - Carnivals	Per month Per event	\$25.00 \$150.00
	Temporary public entertainment - Circus	Per event	\$150.00
	Temporary public entertainment - Other	Per day	\$25.00
	Temporary public entertainment - Other	Per week	\$100.00
Bartender/operator license	Regular - July 1 – June 30th	Annual - each	\$25.00
(chapter 10)	Application fee	Each (standard only)	\$5.00
	Provisional	60 day –each	\$10.00
	Temporary-for non-profit events	1-14 days — each	_\$5.00
Business Licenses/permits	Cigarette (chapter 30)	Annual	\$50.00
	Direct Seller, solicitor, transient merchant (chap. 30)	Weekly	<u>\$30.00</u>
		Monthly	\$75.00
	Makila Eard Xandan	90 day	\$200.00
	Mobile Food Vendor Junk Dealer (chap. 78-45)	Quarterly Annual	\$200.00 \$25.00
	Pawnbroker (chap. 78)	Annual	\$25.00
	Vending Permit	30 days	\$25.00
	Taxicab- 1st vehicle (chap. 114-19)	<u>Annual</u>	\$15.00
	2 <sup>nd</sup> vehicle	Annual	\$10.00
	3 <sup>rd</sup> vehicle	<u>annual</u>	\$5.00
	each vehicle over three		
Council Room rental	public use	Per day	\$75.00
Council Meeting-special	Governmental/Non-profit  For nongovernmental party request	Per day Per meeting	\$10.00 \$150.00
(chapter 2)	For nongovernmental party request	<u>rei meemig</u>	<u>\$130.00</u>
False Alarms	1 <sup>st</sup> two responded to by police	Per location	No charge
Chapter 34-32	third responded to by police	Per location	\$100.00
	fourth responded by police	Per location	\$200.00
	fifth responded by police	Per location	\$300.00
	sixth responded by police First two responded by Fire Dept	Per location Per location	\$400.00 no charge
	Third & subsequent responded by Fire Dept.	Per location	\$500.00
Information Requests	Copies, black/white hard copies	Per page	\$.25
(chapter 2)	Copies, color	Per page	\$.50
	Dataview print outs	Per page	\$3.00
	<u>Digital copies</u>	Per page	<u>\$.25</u>
	Faxing – incoming/outgoing local	Per page Per page	\$1.00
	Faxing-outgoing to toll-free	- or page	\$1.00

	Faxing-outgoing to Hawaii or Alaska	Per page	\$4.00
	Faxing-outgoing to Hawaii of Alaska Faxing-outgoing to continental U.S.	Per page	\$4.00 \$2.00
*	Locating a record - up to ten minutes	Per search	<u>\$2.50</u>
	Locating a record – after ten minutes	Per ten minutes	\$5.00
	Magnetic media-CD, cassette, disk	Per item	\$20.00
	Tax Bill request (name, pin #, legal description, assessed	Per parcel	\$5.00
	value, tax amount and/or due date)	<u>x 61 par 66.</u>	<u>\$5.00</u>
	Title Search (3 day turnaround)	Per parcel	\$15.00
	Title Search – same day	Per parcel	\$30.00
			<del>\$2.01.00</del>
Individual Licenses/permits	Bicycle license –per bike (chap. 102)	One time	\$5.00
	Garage sales (after 6 sales chap. 78)	Per year	\$25.00
	Additional sales (garage)	<u>Each</u>	<u>\$25,00</u>
	Craft sales (at approved location chap. 78)	Per year	<u>\$25.00</u>
	Junk vehicles – storage of (chap. 78)	Per year	<u>\$75.00</u>
Ligurou forms anto dimensity have	Cl "A2" C A 14	A1	Φ.C.O.O.O.
Liquor-fermented malt bev.	Class "A" fermented malt	Annual	\$50.00
Chapter 10	<u>Class "B" fermented malt</u> Temporary Class "B" fermented malt	Annual Day areas	\$100.00
	Temporary Class "B" wine license (up to 6% alcohol)	Per event	\$10.00
	Fermented malt wholesaler's license	Per event	\$10.00
	"Class A" intoxicating liquor	annual	\$25.00
	"Class B" intoxicating liquor	Annual	\$300.00
	"Class C" wine	Annual	\$500.00 \$100.00
	transfer of license (change of business premise)	Annual	\$10.00
	transfer of license (corporate holder or agent)	<u>Annual</u> Per change	\$10.00 \$10.00
	Premise description change (location of alcohol)	Per change	\$40.00
	remise description change (location of alcohor)	1 Cl Change	<u>\$40.00</u>
Natural Lawn establishment	Filing fee (chapter 110-258)	One time	\$25.00
<u>Parks</u>	Pavilion rental - resident	Per day	\$50.00
Chapter 66	Entire park - resident	Per day	75.00
	Pavilion rental - non-resident	Per day	\$75.00
	Entire park - non resident	Per day	\$100.00
	Boat launch	per launch	\$5.00
		Annual	\$25.00
Returned Check Fee (NSF)	Handling charge due to non-sufficient funds	Per item	\$25.00
	Building Department		
Building & permit fees	Home Occupation -when plan commission review needed	See conditional use	
Rental Inspections			
<u>Chapter 26-331</u>	Re-inspection due to non-compliance	Per hour	<u>40.00</u>
(61 . 26.250)			
(Chapter 26-378)	Residential 1 & 2 family-new	Per location — Base fee	<u>\$450.00</u>
	(sq.ft.includes unfinished areas, attached garages, porches &	plus per square foot	<u>.15</u>
	decks) Includes plan review, first inspections & occupancy)	* *,	<b>#</b> 40.00
	Re-Inspections for violations & compliance	per visit	<u>\$40.00</u>
	One & Two Family additions	per location - base fee	\$200.00
:	includes same as above.	plus per square foot	
	metudes same as above.	prus per square 100t	<u>.15</u>
	One & Two Family remodel	each permit	<u>\$40.00</u>
	(for any electrical service or upgrade, plumbing,		<u> </u>
1			
	construction, HVAC, roofing, siding & windows)		
	construction, HVAC, roofing, siding & windows)		
	construction, HVAC, roofing, siding & windows)  Accessory structures (less than 100 sq.ft.)	each_	\$35.00
		each Each	\$35.00 \$40.00

	Decks (larger than 3'x3')& In-ground swimming pools  Detached Garages	<u>each</u> <u>each</u>	\$75.00 \$75.00
	Rental Weatherization inspections Home Inspections	Each Each (includes well/septic)	\$250.00 \$450.00
	Commercial & Industrial—New plus plus (for all remaining finished & all unfinished space, all	base per sq. foot up to 10,000	\$600.00 .20
	attached structures that are part of submitted plans	per sq. foot over 10,000	<u>.10</u>
	<u>Commercial &amp; Industrial - additions</u> Commercial & Industrial alterations	same as new except base base plus \$7.00 per \$1,000 of bldg. cost up to 500,000 \$4.00 over 500,000	\$400.00 \$100
	Erosion control (for projects disturbing more than an acre of land)	<u>each</u>	<u>\$100.00</u>
	Parking lot paved or concrete (unpaved @ half)  Plan Review — when state review is required  State Seal  Add plumbing, heating, electrical as appropriate	each each each Each Each inspection	\$50.00 \$75.00 \$50.00 \$40.00
•	Permit Renewal fee	each each	<u>\$40.00</u>
·	Demolition of Building  Moving of Structure Reinspection and miscellaneous Inspection fee When developer – not city, constructs improvements in ROW an inspector shall be on project full time at billable rate	none/\$0 if no value each fee moving out each inspection	Council 2-8-11  \$100.00 \$100.00 \$40.00
Zoning Chapter 118	Applications  Conditional Use permit  Zoning Board of Appeals  Re-zoning request  Subdivision	each parcel each appeal each parcel	\$300.00 \$300.00 \$300.00
	Preliminary plat review  Final Plat review per lot shown  Certified Survey  Development, engineering, and legal expense	each per lot each at request by developer or plan commission	\$150.00 \$20.00 \$100.00 actual
	Park and open space fee – may be satisfied in full or in part by land dedication pursuant to section 94-17	each lot	<u>\$100.00</u>
	Signs (chapter 82-4)  Base fee  Plus per face sq foot area  Plus per illumination face sq ft area  New supporting structure system – simple  New supporting structure system – complex	each per sq foot per sq ft each each	\$25.00 \$.25 \$.25 \$10.00 \$50.00

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4, 1	Public Works		
		·	
Excavation permits	For public streets	per excavation	<u>\$50.00</u>
(Chapter 90)	Renewal fee	<u></u>	<u>\$10.00</u>
	D 11 11 06 1		<b></b>
Garbage Rates	Residential –96 gal. can	per month	\$23.50
Council approved 9/29/15	<u>65 gal can</u> <u>Bags</u>	each	18.50 \$4.00
	Extra 96 gallon can	each per month	\$4.00 \$10.00
	Garbage can change out	each	\$20.00
	<u>Commercial</u>	Monthly charge based on	
	Example: 2 yards picked up twice weekly	weekly service	
	Monthly charge will be \$104 (15 X 2) x 2	Per yard charge	\$15.00
	<u>plus 2 pickups @ \$22.00</u>	Plus pickup charge.	<u>\$22.00</u>
Grave Opening	Charged to the cemetery	Each grave	<u>\$350.00</u>
Grave opening	Ondigod to the confetery	Edell glave	<u>\$330.00</u>
<u>Services</u>	Man Labor	Per hour	<u>\$45.00</u>
	Pickup	Per hour + man labor	\$15.20
	plows	per hour	<u>\$12.68</u>
	pickup & plow	Per hour + man labor	\$27.88
	pickup w/crane	per hour	\$26.36 \$40.50
	tractor backhoe	Per hour + man labor	\$48.50 \$22.50
	tractor mower lawn mower	<u>Per hour + man labor</u> <u>per hour</u>	\$22.50 \$20.90
	pug mower	per hour	\$20.90 \$20.90
	Loader	Per hour + man labor	\$66.86
	loader & blower	Per hour + man labor	<u>\$116.86</u>
	<u>snowblower</u>	per hour	\$50.00
	Grader	<u>Per hour + man labor</u>	<u>\$65.64</u>
	jet-vac truck	Per hour + manlabor (2)	\$80.00
	sewer rodder	Per hour + manlabor (2)	\$80.00
	<u>welder</u> <u>Sweeper</u>	<u>Per hour + manlabor (2)</u> <u>Per hour + manlabor</u>	\$8.40 \$83.60
	<u>Dump truck</u>	Per hour + manlabor	\$52.96
	Dump truck tandem axel w/plow	per hour + manlabor	\$68.40
	Compactor	Per day	\$25.00
	cement forms	per day	<u>\$50.00</u>
	hot patch trailer	per day	\$18.80
	Hot Water jetter	per hour + manlabor	<u>150.00</u>
	<u>Portable screen</u> Portable screen	per ton	<u>.32</u>
	Garbage truck/packer	<u>per day</u> <u>per hour</u>	\$100.00 \$120.00
	Garbage truck/side load	per hour	\$80.00
	portable generator 15KW	per hour	\$13.92
	diesel generator 48KW	per hour	<u>\$56.54</u>
	Miller welder/generator	per hour	<u>\$56.54</u>
	load trailer I	per hour	\$14.66
	load trailer II	per hour	\$23.66
	brush bucket	per hour	\$10.60
	aluminum trench box man-lift	<u>per day</u> per hour	\$100.00 \$13.50
	gas monitor	per day	\$13.30 \$25.00
	gas monitor	porday	<u>ΨΔ3,00</u>

Special Haul Items	Add pickup fee to prices below  mattresses/box springs, stuffed chairs, couches, etc, appliances- stoves, dryers, washer, hot water heater, etc refrigerated appliances, dehumidifiers, air conditioners TV's - over 40" & consoles, free standing printers, copiers TV's, computer towers, desktop printers/copiers, monitors & laptops	pick up fee/each each each each each each	15.00 \$20.00 5.00 25.00 30.00 20.00
	speakers over 6"x6" DVD, tablets, VCR, microwaves & game console	•	<u>\$10.00</u>
	<u>keyboards, mice, hard drives</u> <u>tires</u>	each each	\$2.00 \$15.00
	<u>Dumpster rental</u>	Per yard/per dump	<u>\$35.00</u>
Streets - driveways	<u>Fluorescent Light bulbs</u> <u>ballasts</u>	each each	\$1.00 \$4.00
Chapter 90	<u>Driveway construction, reconstruction, or enlargement</u>	<u>each</u>	<u>\$40.00</u>
	Street privilege permit – (moving buildings)	each	<u>\$10.00</u>
Utility-Water-Sewer-Storm water  Well Operation	Subtract meters New water service New sewer service Monthly water charges Monthly sewer charges Monthly sewer charges Late payment penalty all utility services except water Stormwater charges (credits applied by application)  Sewer deduct meter installation inspection  Private wells – 5 year permit	each each service each service See PSC rate file See ordinance 1.5% per month Residential – per month Commercial-per acre Industrial – per acre Institutional-per acre per meter each renewal	\$275.00 \$ actual \$ actual \$ 22.75 \$20.87 \$16.29 \$20.87 \$65.00 \$50.00
	Industrial Development		
	Land sale policy Selling price per acre Credit for job creation Credit for assessed valuation of new development	Per acre Per job Per \$100,000 of value	\$20,000 5,000 5,000
	Library		
	New cards Lost card/replacement Fax Color copies Copies – black/white	Each Each Up to 6 pages Each Each	Free \$1.00 \$2.00 \$.25 \$.15

£			
\$:	Overdue DVD/VHS Overdue book,magazine, cd, audio Lost/damaged materials	Per day Per day Each item	\$1.00 .10 actual cost
	Police Department  Abandoned Vehicle storage	Each per day	\$5.00
	Towing charge when city is billed by company  Accident Reports & Police Reports	\$25.00 +towing charge \$10.00 \$10.00 \$15.00 \$10.00 each Each Each test Each First 3	\$25.00 \$.25 \$1.00 \$15.00 \$50.00 \$20.00
	Community Center		
	Activities  City of Chetek resident maximum fee  Non-resident — no maximum	Each Per week	. <u>.25</u> \$1.00
	Copies	<u>Each</u>	<u>.25</u>
	Rentals for Center	deposit less than 5 hours up to 7 hours over 7 hours Kitchen - extra	\$75 \$50 \$75 \$100

H:\Ordinances\FeeSchedule.doc



## **Fwd: Y23 Crackseal Estimate**

2 messages

Dan Knapp <dknapp@cityofchetekwi.us>

To: Carmen Newman <cnewman@cityofchetekwi.us>

Fri, Sep 9, 2022 at 9:20 AM

Hi Carmen,

This is much cheaper than a runway repave. But it is also time sensitive, if we wait much longer the runway will be too far gone and we would have to do a full replacement. Our share would be 20 percent. If you have any questions let me know.

Thanks

----- Forwarded message -----

From: Messina, Matthew R - DOT < Matthew. Messina@dot.wi.gov>

Date: Fri, Sep 9, 2022 at 8:45 AM Subject: Y23 Crackseal Estimate

To: Dan Knapp <dknapp@cityofchetekwi.us>

Cc: Graczykowski, Mark - DOT <Mark.Graczykowski@dot.wi.gov>, Benjamin, Brandon - DOT

<brandon.benjamin@dot.wi.gov>

Hi Dan,

Sorry it took me a while to get a crackfill/microsurface estimate for you. Here is what I came up with.

Crackseal: \$30K

Pavement Marking: \$12K

Microsurface \$75K

ar 23,000

If you'd like to pursue any of this work, we would need to go through the petition process. We can send you the petition documents if you'd like to start that process.

Thanks,

#### Matt Messina, P.E.

Airport Development Engineer WisDOT/DTIM/Bureau of Aeronautics 4822 Madison Yards Way, 5th Floor South, Room 535 Madison, WI 53705-7914 608.267.7108

Dan Knapp Director of Public Works City of Chetek 715-642-0822



Hi Dan.

## **Fwd: Y23 Crackseal Estimate**

Dan Knapp <dknapp@cityofchetekwi.us> Fri, Sep 9, 2022 at 3:12 PM To: Carmen Newman <cnewman@cityofchetekwi.us> ----- Forwarded message -----From: Messina, Matthew R - DOT < Matthew. Messina@dot.wi.gov> Date: Fri, Sep 9, 2022 at 3:12 PM Subject: RE: Y23 Crackseal Estimate To: Dan Knapp <dknapp@cityofchetekwi.us> Ballpark figure would be \$1.5M. -Matt From: Dan Knapp <dknapp@cityofchetekwi.us> Sent: Friday, September 09, 2022 9:39 AM To: Messina, Matthew R - DOT < Matthew. Messina@dot.wi.gov> Cc: Graczykowski, Mark - DOT <Mark.Graczykowski@dot.wi.gov>; Benjamin, Brandon - DOT <brandon.benjamin@dot.wi.gov> Subject: Re: Y23 Crackseal Estimate CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Hi Matt, I will add this to our October City Council agenda. In case they ask me what would a ballpark figure be on a total repave? Thanks,

Sorry it took me a while to get a crackfill/microsurface estimate for you. Here is what I came up with.

On Fri, Sep 9, 2022 at 8:45 AM Messina, Matthew R - DOT < Matthew. Messina@dot.wi.gov > wrote:

# Storage and Equipment Site Lease Agreement

THIS AGREEMENT is made and entered into this 11th day of November, 2021, by and between the City of Chetek, a municipal corporation, (Lessor) and Crescent Landscape Supply and Olynick Transit Inc, (Lessee).

#### WITNESSETH

The Lessor hereby leases unto Lessee, upon the conditions hereinafter set forth certain lands as hereinafter described for the purpose of parking equipment and associated vehicles, and delivery, storage, and processing of yard waste which will be processed for compost.

Lessor covenants that it is the owner of the entire fee simple estate in and to the following described property, to-wit:

A two acre parcel of land of the parcel described as: Plat 15-4 THE W 400 FT of SW-SE UNPLATTED - parcel number 211-8022-22-000.

The Lessor hereby agrees to lease unto the Lessee, the hereinabove described property (hereinafter referred to as the "leased premises") in accordance with the terms and conditions of this lease agreement.

#### RENTAL

The Lessee will pay unto the Lessor the sum of one dollar (\$1.00) per day (\$365 annual) as with the tent for and in consideration of the execution and delivery of this lease agreement, in advance and representing consideration for the one year term referenced hereinafter, the receipt of which is hereby acknowledged

#### **TERM**

The term of this lease agreement is for a period of Twelve (12) months, commencing on December 1, 2021 and expiring on November 30, 2022.

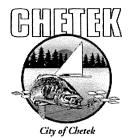
#### **TERM EXTENSIONS**

This lease may be extended upon the mutual agreement of the Lessor and Lessee.

#### **TERMINATION**

This lease agreement may be terminated by Lessor upon a thirty (30) day written notice (delivered by certified mail to the respective address set forth herein) for the breach of any conditions of this lease agreement /or/ by either party for any reason after a ninety (90) day written notice (delivered by certified mail to the respective address set forth herein). Any personal property of the Lessee remaining after expiration or termination may be removed by

#### **Employee Request for Outside Employment**



Annual: 01/01/2022 to 12/31/2022

I hereby apply for approval to hold outside employment. I understand that any employment outside the City of Chetek must be approved by the Common Council. This includes part-time, temporary or permanent employment, for which I may receive money, goods, services, or other form of compensation. My outside employment shall not interfere with my effectiveness in my City position. Outside employment shall not interfere with normal working hours or potential required overtime. I understand that if I am injured resulting from an outside activity the City of Chetek will not be responsible for any Worker's Compensation benefits. If I use sick leave, I shall not engage in any outside employment until I report to work and complete a normal work day. I understand that I must comply with Section 5.2 of the personnel manual and if the Mayor, council, or department head feels that one or more of the criteria is being violated the situation shall be reviewed and a report and recommendation shall be submitted to the Common Council. The Common Council may revoke or limit the outside employment approval on a permanent or temporary basis depending on the circumstances.

Employee Name Brandy Johnson	Phone number $7.5.523.3893$
Outside employer Slaup Cruek Golf Course	Phone number <u>7/5-924-313</u> 9
Address: 568 23rd St Cholek	
Nature of work being performed: Bartending / golf of	attendant / Cooking / Cleaning
Schedule of working hours: Sat & Sun 7- noon	estimated weekly hours
Branky Symon date: 9.14.20 Employee signature	Suasonal - most likely only through mid oct.
Comments:	
Council date Office use only	y roved denied
Comments:	

Franksina Nama 20 ad School a

#### HANGAR SPACE LEASE

THIS LEASE, made thisday of2021, between the 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 is known and
described as (the "Property"). The property is hereby leased under the terms and conditions as follows:
1. <u>Term.</u> The lease period is for a term of Twenty (20) years commencing on, 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. <u>Construction Liens</u>. Lessor understands and agrees that Lessee may construct, occupy, and maintain an airplane hangar ("Hangar") on the Property. Any construction, repair, or maintenance shall be in compliance with all federal, state, and local laws, rules, regulations, and directives. Lessee shall not allow any lien to attach to the Property whatsoever and shall provide appropriate lien waivers within ten (10) days of any written demand by the Lessor. The hangar shall be occupied within one (1) year from the date hereof.
- Aircraft. On the completion of the construction of the Hangar, or after initial occupancy 3. thereof, the Lessee shall own or lease and maintain an airworthy aircraft at the Hangar. For the purpose of the Hangar Lease Agreement, an airworthy aircraft is defined as one that has either: a) successfully completed an annual inspection by a properly certified aircraft mechanic within the preceding twelve month period (for standard category aircraft); b) has been maintained in accordance with the operating limitations prescribed by the FAA (for special category aircraft); or c) has been maintained in accordance with the manufacturers' recommendations (for all other aircraft), as documented in the aircraft logbooks or other formal FAA compliant maintenance records and LESSEE shall make these records available upon Airport Committee or Common Council request. The aircraft stored in the leased premises shall be properly registered with the federal and state agencies. If an aircraft is found to not be properly registered, the LESSEE will be required to provide proof of registration within 60 days. Indefinite storage of a non-airworthy aircraft is strictly prohibited (which will be evaluated on a case by case basis, at the determination of the Common Council or Airport Committee). LESSEE shall comply with Federal Aviation Administration (FAA) policy on Non-Aeronautical Use of Airport Hangars as outlined in the current version of FAA Order 5190.6, Federal Register Vo. 81, No. 115 pp 38906-38911, and in any other guidance published by the FAA concerning the use of hangars, so as not to ultimately impede the use of the hangar for aeronautical purposes. Pursuant to City of Chetek Code Chapter 22 - Aviation, LESSEE agrees to observe and obey during the term of the lease all laws, ordinances, rules and regulations enforced by the LESSOR, and any other authority having jurisdiction over the airport. If a Lessee sells his/her aircraft or terminates a user agreement, the above also applies. The Lessee may not assign this

Lease or sublet without the written consent of the City of Chetek. The Lessor may request proof of aircraft ownership or usage rights from the Lessee during the term of this Lease.

- 4. <u>Insurance.</u> Lessee shall obtain whatever insurance they desire as to the hangar itself and as to any 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. <u>Inspection.</u> It is further agreed and understood that the agents of Lessor may enter the Hangar to view and inspect the Hangar at all reasonable hours. It is further agreed and understood that, in the event said Lessee defaults in the payment of rent as stipulated in the Lease or annual personal property tax, 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 or personal property tax 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. <u>Utilities.</u> 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. <u>Taxiway Construction, Snow Removal, lawn care</u>

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. <u>Security</u>. Lessee agrees that Hangar doors shall be closed and lights turned off when the council approved 11/9/21

Hangar is unattended, and that <u>no</u> aircraft engine shall be operated within the Hangar.

- 10. <u>Commerce</u>. 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. <u>Storage</u>. 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, offroad 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. <u>Assignment.</u> Lessee shall not assign, mortgage, or encumber this Lease or sublet or permit the leased premises, or any part thereof, to be used by others for purposes other than storage of an aircraft without the prior written consent of Lessor in each instance, but such consent shall not be unreasonably withheld. No such consent is required for the storage of aircraft other than Lessee's.

## 15. Default and Remedies.

a. **Acts of Default.** Each of the following shall be deemed a default by Lessee and a breach of the Lease:

- (i) Failure to pay any rent within 10 days of its due date.
- (ii) Failure to do, observe, keep, and perform any of the terms, covenants, conditions, agreements, and provisions of this Lease for a period of twenty (20) days after written notice of such failure is given by the Lessor to the Lessee.
- (iii) The abandonment of the premises by Lessee except upon the termination of this Lease as expressly permitted by a provision hereof.
- (iv) The filing by the Lessee of a petition for relief under the Bankruptcy Act of the United States, as amended; the filing by Lessee of a petition for relief under any state bankruptcy, receivership, or any insolvency statute; the making by the Lessee of any assignment for the benefit of its creditors, or any appointment of a receiver or trustee for Lessee for all or part of its property; or the taking by execution of any of Lessee's rights hereunder.

Upon the happening of any of the events set forth in this paragraph, Lessor shall have the right without notice to terminate all of Lessee's interests herein forthwith.

- b. **Remedies.** Upon the happening of any of the acts of default set forth above, Lessor shall have the right to elect one or more of the following remedies:
  - (i) Lessor may terminate this Lease upon a specified date not less than twenty (20) days after the date of notification in writing to Lessee of an act of default as set forth in subparagraphs (a)(i), (ii), or (iii) unless such default has been cured within said twenty (20) day period.
  - (ii) If Lessee commits an act of default, Lessor may re-enter the premises upon a specified date not less than twenty (20) days after the date of notification in writing to Lessee by Lessor of the act of default set forth in this section unless such default was cured within said twenty (20) day period. Such re-entry shall not be deemed abandonment by Lessee. Upon Lessor's re-entry, Lessee shall remain liable for all rentals due for the term of this Lease; provided, however, that the Lessor shall use its best efforts to relet the premises on behalf of Lessee upon the best terms and conditions available in the marketplace, and to credit Lessee with the rentals received by Lessor for such reletting.
  - (iii) In the event of default described in subparagraph (a)(iv), Lessor may elect to accept rentals from any trustee, receiver, or other agent to occupy the leased premises so long as said trustee, receiver, or other agent performs all of the other terms and conditions of this Lease. Nothing herein shall be construed to give to any trustee, receiver, or other agent any right, title, or interest in or to the leased premises or any leasehold interest therein.

In addition to the foregoing, Lessor shall have the right to exercise any remedy

at law or equity as provided by the laws of the State of Wisconsin.

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

#### 17. Miscellaneous.

- a. **Duplicates; Recordation.** The parties shall, at any time at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form lease, setting forth a description of the leased premises, the term of this Lease, and any other portion thereof, excepting the rental provisions, as either party may request.
- b. **No Waiver.** No waiver by Lessor of a breach of any of the covenants contained in this Lease shall be constructed to be a waiver of any succeeding breach of the same covenants.
- c. **Arrears.** All arrearages in the payment of rent or any other payment required by the Lessee under this Lease shall bear interest from the date when due and payable at the rate of twelve percent (12%) per annum until paid.
- d. Written Modifications. No modification, release, discharge, or waiver of any provisions hereof shall be of any force, effect, or value unless in writing signed by Lessor and Lessee, or their duly authorized agents or attorneys.
- e. **Entire Agreement.** This instrument contains the entire agreement between the parties as of this date, and the execution hereof has not been induced by either party by representations, promises, or understanding not expressed herein. There are no collateral agreements, stipulations, promises, or undertaking whatsoever upon the respective parties in any way touching the subject matter of this instrument which are not expressly contained in this instrument.
- f. **Notices.** Any notice, offer, or demand required to be sent hereunder shall be sent by United States mail addressed to the respective parties at:

lo Lessor:	City of Chetek 220 Stout Street PO Box 194 Chetek, WI 54728		
To Lessee:			
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 Aircraft registration #:	be stored:	
Name of insurance company:		_
Address of insurance company		
Effective date of coverage:		
IN WITNESS WHERE of and year first above written.  CITY OF CHETEK, Lessor	OF, said parties have hereunto set	their hands and seals the same day
By: Jeff	Martin, Mayor	date
By:		date
Carme	en Newman, Clerk/Treasurer	date
By:		
Ву:	, Lessee	Date:

## **RESOLUTION NO. 2022-12**

WHEREAS, a donation was received from the Law Enforcement Foundation in the amount of \$2,600;

WHEREAS, the donation is to be used towards the purchase of two AED units for the police department;

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:

\$ 2,600.00

revenue 100-48500 (donations/contributions) expense 100-57213 (equipment outlay account)

CITY OF CHETEK

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

Passed: October 11, 2022

## **RESOLUTION NO. 2022-13**

WHEREAS, a donations have been received for the canine therapy program;

WHEREAS, the donations will continue to be received for the program and 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 any and all donations received for the canine program to the following accounts:

revenue 100-46213 (canine revenues) expense 100-57217 (canine expense)

CITY OF CHETEK

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

Passed: October 11, 2022