

City of Chetek Common Council Meeting Agenda  
**Tuesday, November 14, 2023- 6:00 p.m. following budget hearing**  
Council room, 220 Stout Street, Chetek, WI

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

**AGENDA:**

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.

Motion to approve agenda

**CONSENT AGENDA:**

- a. Council minutes and city claims: **October**
- b. Department/Board reports as submitted ***-Housing Authority-September; Ambulance commission-October; Parks-October; Fire District-September & October; Street committee-October.***
- c. Resignations and/or appointments from boards/committees: none
- d. General licenses/permits: **none**

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

- a. City Hall building repairs - front entrance remodel proposal from Northwest Builders, Inc.

**NEW BUSINESS:**

- a. Change order #4 for wastewater treatment plant
- b. Invoice to repair irrigation system damaged when sidewalks repairs on First Street
- c. Approve lease agreement for hangar parcel #20
- d. Resolution 2023-14 - 2023 budget adjustments & appropriations
- e. Resolution 2023-15 - assign fund balance to outlay accounts
- f. Resolution 2023-16 - council/mayor wages
- g. Resolution 2023-17 - 2024 Budget adoption and tax levy
- h. Approve hiring of Treasurer/Administrator
- i. Approve promotion of Mark Eby to Municipal Clerk

Adjourn

Minutes of the City of Chetek Common Council Meeting held on Tuesday, October 10, 2023 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 6:00 p.m.

Members in attendance: Mayor Martin, Earl Grover, Terry Hight, Thea Hempel

Absent: Scott Bachowski

Hempel advised she would like item D - "Class A" liquor license application - from the consent agenda be moved to the regular portion of the agenda for further discussion. Hight motioned to approve the agenda with the exception of moving the license application. 2nd by Grover. Carried.

Hempel motioned to approve the consent agenda items - city claims and minutes from September, accept and place on file committee minutes: Budget-October 3rd; Personnel - September 26th & October 3rd; Plan commission - September. 2nd by Hight. Carried.

Bow hunting permission - land owners at 175 Pinegrove did not appear.

Parks presentation: Paul Poppe and Jim Metcalf both addressed the council regarding the parks plan for Gotham Park and history of the tennis courts that were removed years ago. The committee's recommendation is to proceed with the plan to improve Gotham Park with basketball courts, tennis courts, pickleball courts, bathrooms and concession stand. Rettler Corporation provided a master plan with a cost estimate of \$1.4 million. The committee feels that fund raising alone will not be sufficient to complete this large project. They are looking at options for completing the plan in phases and would like to see the city help financially with the site preparation. Council members expressed concerns regarding the fact that the city residents, through taxes, would be paying for these amenities, however; many people using amenities in the city do not live in the city or pay city taxes. Council members would like to see surrounding townships help financially support these improvements for everyone's benefit.


WWTP change order #3- Tia McCarthy, CBS Squared engineer, advised council members of the options for the change order. One option has an increase of \$129,973.10 and the other a decrease of \$124,703.70. The difference is due to one option switching from a diesel to a natural gas generator. The upfront cost is higher but the long-term costs and maintenance would be less with the natural gas. Hight motioned to approve change order #3A - 2nd by Grover. Carried.

Jessica Larsen and Carmen Newman both have unused vacation from the previous anniversary year. Hempel motioned to approve the carryover of 62 hours for Jessica Larson and 43 hours for Carmen Newman. 2nd by Hight. Carried.

The lease agreement with Crescent Landscape Supply & Olynick Transit, Inc. for two acres in the north industrial park expires November 30, 2023. Hight motioned to approve the renewal for one year. 2nd by Hempel. Carried.

A land division application was filed by Jean and Dale Sarles in February 2020 for dividing the back portion of parcels at 1014 and 1006 Knapp Street to create a third parcel. The Plan commission approved the land division on February 20, 2020, however; the council did not motion to approve the land division due to the application proposing to change the zoning to multi-family zoning for the newly created parcel. The land division could have been approved previously since the applicant would have had to go through the rezoning process. This was brought back to council to get the land division completed. The property is currently zoned R1. Motion to approve the land division by Hight, 2nd by Grover. Carried.

Hempel motioned to adjourn the meeting, 2nd by Hight. Carried.



Carmen Newman, clerk/treasurer

# **THE CHETEK HOUSING AUTHORITY**

---

## **MONTHLY BOARD MEETING MINUTES**

September 28, 2023

### **CALL TO ORDER**

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

### **ROLL CALL**

Present: Ray Hanson, Alex Harden, Terry Hight, and Marge Jost

Excused: Lou Ann Novak

Other(s) present: Meg Skemp, Executive Director

### **PUBLIC COMMENT**

Harden presented a letter on behalf of a tenant addressed to the board. The letter was a request for the board to consider making the community room more hospitable for gatherings. Staff will follow up and report at the next meeting.

### **MINUTES OF THE PREVIOUS MEETING**

The minutes of the previous meeting were reviewed.

**Motion (Jost/Hanson)** to approve the minutes of the July 27, 2023 meeting.

Motion carried; unanimous.

### **DIRECTOR'S REPORT**

The committee reviewed and discussed the report provided in the meeting pack, which included updates on occupancy, tenants, maintenance, and administration. Skemp relayed information and concerns from the morning's Resident Roundtable. The committee agreed to a December 14<sup>th</sup> at 1:00 PM Christmas potluck; the housing authority will provide chicken from Phil's.

Skemp discussed her upcoming retirement plans and the hire of Bob Kazmierski as her successor.

After discussion, the board agreed Housing Programs Manager Darcy LaBlanc may be a debit card holder by unanimous consent.

### **BILLS**

The committee reviewed the payment detail report for the invoices paid from 7/31/23 through 9/27/23, including check numbers 14675 through 14689.

**Motion (Jost/Hanson)** to approve the payments. Motion carried; unanimous.

### **FINANCIALS**

The committee reviewed and discussed the June and August Financial Statements prepared by Housing Authority Accounting Specialists, Inc. Discussion was held regarding the balance of the operating account and whether there were funds to replace the office copier/scanner/printer. Skemp will follow up.

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

#### **WIFI/CATV**

Harden reported there are only two vendor options for service: Mosaic and Spectrum. He discussed the difficulty in getting a response and questioned the limits of his authority as a board member. Skemp will follow up with Mosaic.

No action taken.

#### **MEETING FREQUENCY**

The committee discussed the potential move to quarterly meetings. The committee agreed by unanimous consent to continue to meet every other month, at least through the management transition.

#### **WRITE-OFF**

This item was tabled by unanimous consent.

#### **2024 FLAT RENT REVIEW**

The committee reviewed and discussed HUD's published Fair Market Rent (FMR) of \$718 for 1 bedrooms in Barron County and HUD's requirement that housing authorities establish Flat Rents at no lower than 80% of FMR. Skemp suggested that because the board has always set the Flat Rent at the lowest rent possible to keep it affordable for those tenants who choose to pay Flat Rent and those who no longer qualify for subsidy, the board might consider authorizing management to always choose that option without needing board approval.

**Motion (Jost/Hanson)** to set the 2024 Flat Rent at \$574, and to authorize management to automatically set the Flat Rent at the lowest possible amount each year.

Motion carried; unanimous.

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

The next meeting will be held Thursday, November 16th, 2023 at 2:00 PM in the community room because the regular meeting date falls on Thanksgiving.

#### **ADJOURNMENT**

**Motion (Harden/Jost)** to adjourn at 3:25 PM. Motion carried; unanimous.

Respectfully submitted,

*Margaret Skemp*

Margaret Skemp, recording secretary

## CAAC Meeting Minutes October 17, 2023

Mitch called the meeting to order at 5:01 pm

Roll Call- present- Joe Atwood, Mitch Hanson, Terry Hight, Arnie Anderson, Megan Giles, John Postal and Ryan Olson

- Announcements- none
- Agenda- John motioned and Megan seconded to approve the agenda as presented- motion carried.
- Minutes- John motioned and Arnie seconded to approve the minutes from the last meeting- motion carried.
- Public Comment- Jeff Martin asked that if the subsidies are increased that the Board please explain and justify the increase. Mitch talked about possibly using a modifier along with population to calculate subsidies. This would possibly be a discussion in the future. Terry commented that the calculation is spelled out in the articles of agreement and the agreement would need to change if the calculation changed. Arnie commented that under the current calculation the Town of Sioux Creek pays about \$1000 per run and would like to see a change. John asked when the calculations and modifier was last discussed. Mitch answered that and commented about the discussions back in 2018 about combining fire with EMS.
- Director's Report- Ryan said the new cot was delivered for rig 245 and that the rig was leaving tomorrow for Minisota for install. 245 will be out of service for about a week. Ryan commented that the FAP Grant was open and that he will work on that.
- Business- subsidy calculations were discussed under public comment.  
Contracts- Mitch commented that Renells contract was good to go with no changes. Megan commented that the Board should go into closed session to discuss employee contracts and benefits.  
Mitch motioned and John seconded to go into closed session at 5:20 pm motion carried.  
Mitch asked for a roll vote to go into closed session with Ryan present- Joe, John, Mitch, Megan (yes) Arnie and Terry (no)

Joe motioned and Mitch seconded to go back into open session at 6:30 pm motioned carried.

Mitch motioned and Megan seconded to accept the proposed budget with a payroll adjustment and no increase in subsidies. Motion carried.

Mitch motioned and John seconded to accept the following for Ryan's contract

Ryan will receive a 3 % pay increase that amounts to \$1,650

Ryan will receive 3 weeks of paid vacation

Ryan will receive a \$6500 contribution to an IRA

Ryan will receive a \$ 4800 contribution to an HAS or HRA ( to be determined)

Ryan may accumulate an additional 40 hours of vacation per year by working shifts outside of normal business hours

Ryan is tasked with eliminate the out of service frequency by 75 %

Ryan is tasked with eliminating overtime by 50%  
Ryan is tasked with getting transfers up and running  
Ryan is tasked with creating a truck replacement account  
Ryan is tasked with working more shifts if necessary  
Ryan will take over QA Sue's position within 2 years  
Ryan will obtain his Advanced Certification within 2 years

Mitch asked for a roll call vote- Joe, John, Mitch, Megan, Arnie, Terry (all yes)

- Additional Discussion- Joe motioned Mitch seconded to increase pay for weekend shifts from \$14 to \$18 per hour. Mitch asked for a roll call vote-Joe, John, Mitch, Megan, Arnie, Terry ( all yes) motion carried.
  - Future Agenda Topics- housing for employees, budget adjustments, subsidies ? contracts, Administrator review
  - Next Meeting- November 16th at 5:00 pm
  - Public Comment- none
  - Terry motioned, Arnie seconded to adjourn, motion carried.
- Minutes prepared by Joe Atwood

**City of Chetek  
Parks & Beach Committee  
The Center @ 5:00pm  
711 First Street**

**Minutes from Oct 2, 2023**

**MEETING CALLED TO ORDER: 5:05pm**

**ROLL CALL:** Joe Atwood\_\_\_ Donna Bachowski\_\_x\_\_ Jen Blatz\_\_\_ Austin  
Chamberlain\_\_\_ Mark Etten\_\_x\_\_ Earl Grover\_\_x\_\_ Dan Knapp\_\_\_ Jim  
Metcalf\_\_x\_\_ Paul Poppe\_\_x\_\_ Samantha Rost\_\_\_ Jeff Martin\_\_x\_\_ Tom Blatz\_\_\_

**PUBLIC COMMENTS**

**MINUTES FROM PRIOR MEETING: October 2, 2023**

**OLD BUSINESS:**

- 1. Communication between the committee and the City Council. **Going on agenda for next council meeting**
- 
- 2. Recruiting help for this project from the school and the town of Chetek-**no longer going to work with the school. Paul P. may talk with town?**
- 
- 3. Discussion about the park location. Paul poppe-The Faith Baptist lot is a possibility.-**speaking at the next council meeting about Gotham. Some members want to keep at Gotham possibly just do the pickleball courts since club ready to fundraise. And have a gravel parking lot, tennis and BBall down the road.**
- 
- Any other discussion/Action

**NEW BUSINESS**

- Any new business/Action
- 

**Adjourn 6:15pm**

Chetek Fire District Meeting  
Thursday, September 21, 2023 – 5 PM  
Chetek Fire Hall Training Room

**Present:** Ronnie Latcham, Mark Carlson, Dave Lentz, Earl Grover, Chief Ryan Olson, Assistant Chief Randy Books

**Absent:** Bookkeeper Renelle Gill

**Call to Order:** The Chetek Fire District meeting was called to order by the Chairman, Ronnie Latcham, at 5 PM September 21, 2023. The Chairman also introduced new board members from the Town of Chetek: Mark Carlson, and Dave Lentz.

**Agenda:** Earl Grover made a motion to approve the agenda and Mark Carlson seconded the motion. Motion passed.

**Approve Minutes for August 8, 2023:** Dave Lentz made a motion to approve the minutes as corrected and seconded by Mark Carlson. Motion passed.

**Treasurers Report:** Ronnie Latcham reported on the following accounts: Checking - \$5,660.66, Savings – \$217,651.76, Pension - \$5,214.17, Equipment - \$127,568.81. The total is \$356,095.40. Earl Grover made a motion to approve the treasurers report and Dave Lentz seconded the motion. Motion passed.

**Review/Approve claims and payments:** One new door opener installed; Forman fire service repairs on engine 1; update on fire extinguisher inspections.

**Bookkeeper's Update:** Over budget on operating expenses; also, over budget on truck repairs. Parking lot crack sealing payment conducted by Barron County Highway Department will need to be paid once the County invoices the District.

**Public Comments:** None

**Township Comments:** None

**Chief's Report:**

- a) New boat is operational. We have received 20 new defibrillators using the Flex grant applied for last spring. These will go to first responders, including a couple of EMTs who live in the city. Maintenance involved for the defibrillators would be batteries or pads.
- b) We now have 16 divers on the diving team that are certified;
- c) Training to be continued with the Chetek PD and the FAA on plane crashes. Next month live burn simulator training will be conducted by Northwoods Tech and another company will conduct fire behavior training. Ice rescue training will be done in December.



**New Business:** Election of Board Officers. Earl Grover nominated Ronnie Latcham for Chairman; Dave Lentz seconded the nomination. For Vice Chairman Earl Grover nominated Mark Carlson; Dave Lentz seconded the nomination. Ronnie Latcham nominated Dave Lentz for Treasurer; Mark Carlson seconded the nomination. Ronnie Latcham nominated Earl Grover for Secretary; Dave Lentz seconded the nomination. All in favor yea, motion passes.

Chief Ryan Olson proposed a 2024 budget. The big ticket items he is requesting are: Equipment Lockers, Hurst Combi Tool, Hurst Ram, Portable Pump, Rope Rescue Kit, Shop Lights with LED Replacements, Chip Seal Parking Lot, Brush Truck Skid Unit, Thermal Image Camera and 4 Gas Meters. Latcham informed the members that the City of Chetek and Chetek Township have levy restrictions which severely limits levy increases to about \$24,000.00 total for next year, of which, only a portion could be used for Fire District Budget items. If the board approves the purchase of all/portion of the requested items in the 2024 proposed budget, the Fire District will need to use funds from the district savings account.

**Other Business for Discussion Only:** Budget committee members are Ronnie Latcham, Ryan Olson, Lori Richter, Earl Grover and Dave Lentz. Dates discussed for the budget meetings include midday the 5<sup>th</sup> or 6<sup>th</sup> of October. Ronnie will contact Renelle and Lori to see what dates will work to meet. Ronnie will e-mail the other members regarding the date.

Assistant Chief Randy Books presented an equipment list of items purchased by the Firefighters with money raised from fundraisers over the last 10 years or so, totaling \$173,550.00.

**Next Meeting Scheduled:** November 2, 2023 - 5:00 PM, Fire Hall Training Room

**Adjournment:** A motion was made by Earl Grover to adjourn the meeting and seconded by Mark Carlson. Motion passed.

Chetek Fire District Meeting  
Thursday, October 26, 2023 – 4:35 PM  
Chetek Fire Hall Training Room

**Call to Order:** The Chetek Fire District meeting was called to order by the Chairman, Ronnie Latcham, at 4:35 PM September 26, 2023.

**Present:** Ronnie Latcham, Mark Carlson, Dave Lentz, Earl Grover, Chief Ryan Olson, Assistant Chief Randy Books

**Absent:** Bookkeeper Renelle Gill

**Agenda:** Dave Lentz made a motion to approve the 2024 Budget with a 5 % increase and Mark Carlson seconded the motion. Motion passed.

**Next Meeting Scheduled:** November 2, 2023 4:30 PM, Fire Hall Training Room

**Adjournment:** A motion was made by Mark Carlson to adjourn the meeting and seconded by Dave Lentz. Motion passed.

**Streets Committee - Special Meeting**

Tuesday October 10, 2023

5:45 pm

City Hall

Roll Call: Dan Knapp Jr., Thea Hempel, Mayor Martin

Absent: Scott Bachowski

Agenda

Call to order

Select a chairperson

Review deadlines/Pilot Components

Establish a selection process

Adjourn

The meeting was opened at 5:45pm

Roll call was taken

Mayor Martin called the meeting to order at 5:45 pm roll call was taken. The meeting was called because the League is working on a pilot with the DOT on Local Road Improvement Program (LRIP). This time we will be working with the league and not the county highway commissioner. The city needs to participate in CMSIC and designate or nominate a chairperson. Thea made a motion to select Dan Knapp as the chairperson for the CMSIC Terry 2nd motion. Motion carried. There then was some discussion and review of the deadlines and the pilot components. Terry made a motion to adjourn the meeting Thea 2nd. Motion carried.

# COMMUNITY/SENIOR CENTER

## MINUTES FROM NOVEMBER 6, 2023 BOARD MEETING

ATTENDANCE: THEA HEMPEL, MARK EBY, DONNA BACHOWSKI, ADDY ROTH, SHERRY CHUCHWAR

APPROVAL OF MINUTES FROM PREVIOUS MEETING ON APRIL 3, 2023

### NEW AREAS OF BUSINESS:

- DISCUSSION OF POSSIBILITY TO HAVE KIDS COME AND HAVE ACTIVITIES AFTER SCHOOL AT THE COMMUNITY CENTER WHICH WAS PROPOSED BY MIKE REID.
  - DUE TO NOT BEING A KID-FRIENDLY PLACE, DONNA WILL WRITE UP A RESPONSE FROM THE BOARD, WHICH WILL BE REVIEWED BY MARK EBY, TO HAVE THEM SEEK OTHER OPTIONS SUCH AS FAITH BAPTIST GYM OR CAMP CHETEK SPORTS COMPLEX. THESE ARE MORE CONDUSIVE AREAS FOR KID ACTIVITES TO TAKE PLACE.
- RENTAL RATES/KITCHEN RATES/CONTINUE PROJECTOR USAGE RATES:
  - CURRENTLY CHARGING \$50/ 1-4 HOURS OF USAGE FOR PEOPLE LIVING IN CITY LIMITS AND \$75/1-4 HOURS OF USAGE FOR PEOPLE OUTSIDE OF CITY LIMITS. DECISION MADE TO CHANGE TO THE FOLLOWING:
    - A FLAT \$75/1-4 HOURS RENTAL RATE FOR ALL
    - \$125/4-8 HOURS RENTAL RATE FOR ALL
    - KITCHEN AND PROJECTOR CAN BE USED FOR ADDITIONAL RATES IF REQUESTED
  - STITCHING SISTERS CURRENTLY PAYS \$500/YEAR RENTAL FEE TO RENT THE CENTER 2 TIMES PER MONTH, ALONG WITH THE PROJECTOR USAGE, ALL YEAR LONG. DUE TO INFLATION INCREASES, THE BOARD MADE THE DECISION TO RAISE THEIR RATE TO \$1000/YEAR FOR THE SAME RENTAL USE OF FACILITY. THEA WILL WRITE UP PROPOSAL OF THIS RATE CHANGE.

MEETING ADJOURNED.



**Northwest Builders Inc**  
Powered by RedTeam

**FIXED PRICE**

10/03/2023

Carmen Newman  
CITY OF CHETEK  
220 Stout Street PO Box 194  
Chetek, WI 54728

**Re:** Our Proposal 3530001 for **City of Chetek - Front Entrance Remodel**

**Facility Name:** Chetek City Hall

Chetek City Hall, 220 Stout Street, Chetek, WI 54728

This Proposal is for the Project referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to furnish the following:

Per Attached Pictures and Supplemental Scope of Work.

**Price:** \$ 25,800.00 *Twenty Five Thousand Eight Hundred Dollars and Zero Cents*

**Time:** The duration of the Work to achieve Substantial Completion is TBD.

**Terms:** NET 10, 0.00% Retainage

**Clarification(s):**

- No Testing or Abatement of Any Hazardous Materials Included
- First Shift Work Only. 6am-4pm, Monday-Friday.
- No Overtime Included
- No Architectural Drawings included
- No Permit Fees Included
- No Design Fees Included
- No Warranty Included

**Expiration:** This Proposal shall remain open for 30 calendar day(s).

**Attachment(s):** Additional Attachments

Please contact me at 715-209-2300 or via e-mail [darrelo@nwbuildersinc.com](mailto:darrelo@nwbuildersinc.com) if you have any questions or require additional information.

Regards,  
**Northwest Builders Inc**  
Darrel Olson  
VP, Admin

**ACCEPTANCE OF PROPOSAL**

The Scope of Work described above supersedes any and all prior communication about this Work. By accepting the Proposal, Customer understands that changes to the scope for any reason not controlled by **Northwest Builders, Inc.** may result in additional charges. Invoices for Work completed shall be presented at least monthly and shall be due within 10 days. In the event **Northwest Builders, Inc.** is required to pursue any collection efforts to be paid, Customer shall be responsible for all of **Northwest Builders, Inc.** attorney's fees and costs incurred pre-suit, in litigation, and any appeals which ensue, together with interest on all unpaid amounts at 1 1/2% per month.

CITY OF CHETEK:

Northwest Builders, Inc.:

Date:

Date:



Carmen Newman <cnewman@cityofchetekwi.us>

---

(no subject)

---

Darrel Olson <darrelo@nwbuildersinc.com>  
To: cnewman@cityofchetekwi.us

Tue, Oct 3, 2023 at 12:01 PM

Carmen,


Copy of what I just sent you though procore. If you'd like I can come down and talk you through the specifics. But general idea is remove existing masonry, frame up with new metal studs, install new sheathing and an architectural metal wall panel.


Here is a link to the one I'm proposing.

<https://www.metalsales.us.com/products/ic72-panel-wall/>  
[Quoted text hidden]

---

**3 attachments**

 **231003 - Scope of Work.pdf**  
139K

 **231003-Proposal.pdf**  
136K

 **231003-Pictures for Reference.pdf**  
2120K

# **PROPOSAL SCOPE OF WORK SUPPLEMENTAL SPECIFICATIONS**

10/3/2023

## **01 GENERAL CONDITIONS**

### **SCOPE OF WORK:**

1. Project management and job-site coordination for all contracted work.
2. Provide all architect & engineering service to obtain state approval and provide complete construction documents.
3. DSPS state approval fees.
4. Garbage removal for all contracted work.
5. Mobilization & De-Mobilization.
6. Building shall be broom clean upon completion.

### **WORK UNDER THIS SECTION DOES NOT INCLUDE:**

1. City, County, or State Permits fees or Approvals.
2. Other Permits.
3. Structural Engineering.
4. Architect Fees, Rendering, Drafting or Plans.
5. On-site toilet facilities.(Use Owners)
6. Contingency Funding.
7. Temporary electrical use fees. Meter shall be in Owner's name for construction use.
8. Final cleaning. (IE: mop clean floors, glass, wet cleaning of interior).

## **02 DEMO**

### **SCOPE OF WORK:**

1. Demo and Remove Block Overhang Haul offsite, Block Inside of Building Line to Remain. NWB to provide individual for Firewatch 6 hours after demo/sparks on block removal.

## **04 MASONRY**

### **SCOPE OF WORK:**

1. Re-Seal Exterior of Block Wall Inside of Building Line that is to Remain.

## **05 METALS-NOT IN CONTRACT**

### **WORK UNDER THIS SECTION DOES NOT INCLUDE:**

1. Removal, Rework, or New Metal Supports for Canopy. NWB will look to use existing. No contingency funding is included if the existing is deemed to need to be replaced after masonry is demolished and steel beams are fully exposed. NWB will confirm with owner prior to covering up if additional work should be performed on existing steel Structure.

## **06 CARPENTRY**

### **SCOPE OF WORK:**

1. Misc Wood Materials, Labor, and Equipment for New Parapet and Sheathing at New Canopy/Overhang.
2. Install new metal soffit below existing overhang.

### **WORK UNDER THIS SECTION DOES NOT INCLUDE:**

1. Interior Carpentry Rework.
2. Rework of Existing Concrete/Rebar Ceiling at Overhang.

## **07 THERMAL & MOISTURE**



#### SCOPE OF WORK:

##### Roof

1. Patch in Roof With New Rubber Membrane Roofing, Including New Trims at top of new and existing parapet as required.

##### Walls

1. Install 3" of Closed Cell Foam Insulation at Interior Wall of New and Existing.

#### **09 FINISHES**

##### SCOPE OF WORK:

1. New Steel Studs Where Masonry Was Demolished.
2. Paint Bottom of Existing Beams.

#### **10 SPECIALTIES**

##### SCOPE OF WORK:

1. Remove and Reinstall Existing Signage, Includes Providing New Backing Behind Steel Wall Panel.

#### **13 BUILDING STRUCTURAL SYSTEMS**

##### SCOPE OF WORK:

1. Provide New Steel Architectural Wall Panel (Final Profile to Be Confirmed at Later Date). New Wall Panel to be installed at overhang and aprox 3' back from building line. Existing block beyond to remain.

#### **15 HVAC/PLUMBING/FIRE PROTECTION- NOT IN CONTRACT**

#### **16 ELECTRICAL- NOT IN CONTRACT**

#### INSURANCE

Upon request: NWB shall provide general liability insurance and worker's compensation insurance. Upon prior request we may provide certificates of insurance from sub-contractors.

The owner shall provide builder's risk insurance with NWB listed.

#### CODES

All proposals are contingent upon approval by all federal, state, county or municipal building and zoning codes, laws and regulations applicable to the work.

#### GUARANTEES

No Warranty Included.

#### CONSTRUCTION TIMELINE

For purposes of this agreement, Owner acknowledges, agrees, and understands that the construction period for this project is anticipated to occur between the months of December 2023-May 2024. Owner acknowledges its responsibilities in the agreement as well as those outlined in these specifications. Owner agrees to undertake its responsibilities in a timely manner as outlined herein, and Owner acknowledges that any delay by Owner in completing its obligations as described above shall increase the cost of this project as well as delay the completion of the project, and Owner shall be solely responsible for all additional costs and expenses as outlined in the agreement.

## **OWNER'S RESPONSIBILITIES**

### **ACCESS TO SITE**

Owner is solely responsible for providing adequate access to the site for the contractor and all subcontractors. Access to the site shall mean free and unobstructed access over adequate roadways or paths so that semi-trucks and other large machinery may be brought onto the site without any difficulties of any nature, including, but not limited to, any problems that may arise from the melting of snow and spring thaw. The price provided is based upon Contractor having free and unobstructed access to the site at the time of signing the agreement.

### **PRIVATE LINE LOCATION SERVICES**

Private line locating services are not included in this proposal. Owner is to provide assurance that there are no private lines located within the proposed construction limits prior to excavation. A private line location service can be subcontracted through NWB and a locate can be performed upon owners request. Owner will be subjected to a pricing change order for this service.

NOTE: If a private line locate is performed – there is a possibility that not all underground utilities will be found. The owner assumes risk and cost of any line or equipment replacement regardless of whether private line location services were performed.

### **AUTHORIZED INDIVIDUAL**

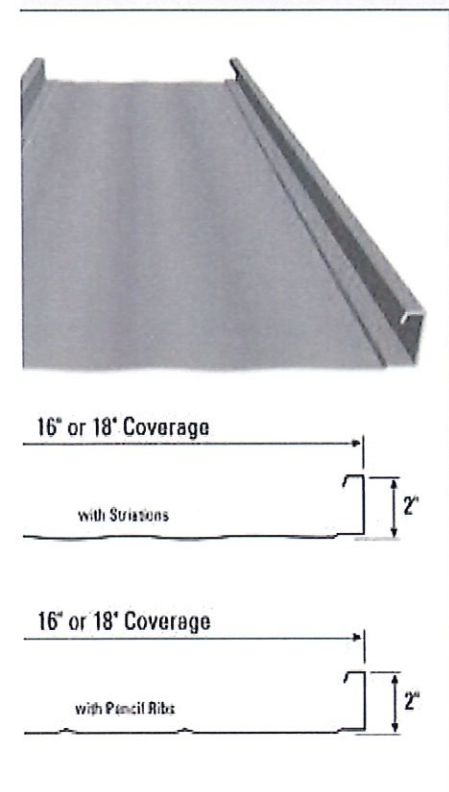
Owner shall provide for an on-site individual who is authorized to make decisions regarding the construction of the project. Any costs, delays, and expenses due to Owner's failure to have such an individual on-site shall be additional costs paid by Owner and will delay the completion of the project. All of the items outlined in this paragraph shall be paid solely by Owner.

### **HEAT, WATER, AND LIGHTING**

Owner shall be solely responsible for all costs associated with furnishing heat and water during the duration of the construction period of this project, unless otherwise noted. In Addition the owner may be required to provide temporary lighting for construction purposes if the electrical work is to be provided by owner. All of the items outlined in this paragraph shall be paid solely by Owner.

# URED DUCTS

The metal roof and wall panels from Metal Sales help create a visual School. With over 14,000 combined square feet of 18" Striated Magr Patina and 12" Soffit, opportunities for unique metal designs abound



**CHANGE ORDER NO.: 4**

Owner:	City of Chetek	Owner's Project No.:	
Engineer:	CBS Squared, Inc.	Engineer's Project No.:	CHETW 19001
Contractor:	Market & Johnson	Contractor's Project No.:	
Project:	Chetek Wastewater Treatment Facility		
Contract Name:			
Date Issued:	11/14/2023	Effective Date of Change Order:	11/14/2023

The Contract is modified as follows upon execution of this Change Order:

<b><i>COR</i></b>	<b><i>Description</i></b>	<b><i>Total</i></b>
<b><i>COR #16</i></b>	<b><i>Sand Filter Grating Credit</i></b> – Grating over sand filter cells removed from metal fabricator's scope as material is being provided by sand filter vendor and included in pre-selected equipment allowance.	<b><i>\$(19,392.00)</i></b>
<b><i>COR #17R</i></b>	<b><i>Precast Caulking Credit Adjustment</i></b> – Adjustment to credit from COR 13 to add back in base caulking for aesthetics and improved water proofing.	<b><i>\$4,968.44</i></b>
<b><i>COR #18</i></b>	<b><i>Main LS Natural Gas Generator</i></b> – Switching emergency power for Main Lift Station from diesel generator to natural gas generator.	<b><i>\$11,220.09</i></b>
<b><i>Total Change Order 04 Decrease</i></b>		<b><i>(\$3,203.47)</i></b>

Total decrease: \$3,203.47

Attachments: COR16, COR17R, COR18

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 19,942,000.00		Substantial Completion:	November 15, 2024
		Ready for final payment:	November 15, 2025
Increase from previously approved Change Orders No. 0 to No. 3:		[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 3:	
\$ 928,302.13		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 20,870,302.13		Substantial Completion:	November 15, 2024
		Ready for final payment:	November 15, 2025
Decrease this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 3,203.47		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 20,867,098.66		Substantial Completion:	November 15, 2024
		Ready for final payment:	November 15, 2025

Recommended by Engineer (if required)

By: JM Gentry

Title: Project Manager

Date: 11/08/2023

Authorized by Owner

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted by Contractor

Patricia A. Smith

Project Manager

11/08/2023

Approved by Funding Agency (if applicable)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



*Adding Value to Everything We Do*

Market & Johnson, Inc. 2350 Galloway Street PO Box 630 Eau Claire, WI 54702-0630 Ph. 715.834.1213 Fax. 715.834.2331

## CHANGE ORDER REQUEST (COR)

**TO:** City of Chetek  
220 Stout Street, PO Box 194  
Chetek, WI 54728

**DATE:** November 7, 2023

**ATTN:** Jeff Martin

**RE:** Change Order Request (COR) #16  
3255 - Chetek Wastewater Treatment Facility  
698 County Highway SS  
Barron County, WI 54728

**DESCRIPTION OF CHANGE:** Credit on Grating

**REQUESTED BY WHOM:**

**COST OF WORK:**

Changes to Market & Johnson's Scope of Work (see attached breakdown).....	(\$19,392.00)
<b>TOTAL CHANGE TO PROJECT</b>	<b>(\$19,392.00)</b>

**TIME:** The Contract Time will be unchanged by zero days for this change.

**INSTRUCTIONS RECEIVED:**

**NOTES:**

This proposal may be withdrawn by us if not accepted within 30 days.

Sincerely,

MARKET & JOHNSON, INC.

  
Patrick Sullivan  
Project Manager

Enclosures

cc:

If you would like us to proceed with this work prior to a formal change order being processed, please check the accepted box, sign and return. If accepted, this will be included on a future change order.

☐ **Accepted**

☐ **Not Accepted**

Signature

Date

Breakdown for Change Order Request (COR) #16  
 3255 - Chetek Wastewater Treatment Facility  
 698 County Highway SS  
 Barron County, WI 54728

by Market & Johnson  
 Dated: 11/07/2023

				M&J Contract	Tax Exempt Purchases	Owner Direct Purchases
MARKET & JOHNSON	QTY	U/M	UNIT COST			
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
Subtotal for M&J's Labor, Material & Equipment				\$0.00	\$0.00	\$0.00
SUBCONTRACTED WORK		DESCRIPTION OF WORK				
Breuer Metal Craftsmen		Credit on Grating		(\$19,200.00)		
Subtotal for Subcontracted Work				(\$19,200.00)	\$0.00	\$0.00
G/L Insurance (COR's over \$100,000)			0.47%	\$0.00		
Mark-up for M&J Labor, Material and Equipment			15.00%	\$0.00		
Mark-up for Subcontracted Work			5.00%	\$0.00		
Performance Bond				(\$192.00)		
TOTAL FOR CHANGES TO SCOPE OF WORK				(\$19,392.00)	\$0.00	\$0.00
Total Change to M&J's Contract				(\$19,392.00)		
TOTAL CHANGE TO PROJECT						(\$19,392.00)



# BREUER METAL CRAFTSMEN INC

500 BEICHL  
BEAVER DAM, WI 53916

www.breuermetal.com

PH 920-885-2828  
FX 920-885-2831 PURCHASING  
FX 920-885-2835 ENGINEERING  
Email - craftsmen@breuermetal.com

MARKET & JOHNSON INC.  
BOX 630  
EAU CLAIRE, WI 54702

CHETEK WWTF/MARKET & JOHNSON  
698 COUNTY HWY SS  
CHETEK, WI

FAX # 715-834-2331

PH # 715-834-1213

DATE : 09-13-2023

PROJECT MANAGER : DH EST CR

YOUR JOB #: 3255-131

CHANGE ORDER # 9752 - 2

WE ARE REQUESTING A CHANGE ORDER FOR THE FOLLOWING ITEMS :

CREDIT-  
APPROX. 201 SQFT OF ALUMINUM BAR GRATING WITH 1/4'' CHECKER PLATE &  
SUPPORTS @ FILTER AREAS- REF BMC DRAWINGS 4752-18.

CREDIT (\$19,200.00) WITH NO SALES TAX INCLUDED

THANK YOU  
BEN BREUER

WE AWAIT YOUR CHANGE ORDER TO PROCEED

CC: DATHAN HIEMSTRA



## Tia McCarthy

---

**From:** Dathan Hiemstra <dathanh@breuermetal.com>  
**Sent:** Wednesday, October 11, 2023 3:27 PM  
**To:** Tia McCarthy; Chett Holum  
**Cc:** Patrick Sullivan; John Sworski; Chris Riel  
**Subject:** RE: Pages from 05 50 00-2.0 Metal Fabrications Shop Drawings.pdf

Chett/Tia,

Here is the line item breakout for our change order 9752-2 as requested.

9752-2

Credit 201 sqft of aluminum bar gratin with ¼" checkered plate and supports @ Filter Area- Ref. 4752-18.

Material \$	Hardware \$	Labor \$
\$10,797.09	\$1,034.85	\$7,368.06

\$19,200.00

Thanks,

**Dathan Hiemstra**  
Project Manager



500 Beichl Ave.  
Beaver Dam, WI 53916  
ph. (920)885-2828 ext. 119  
fax (920)885-2835  
[dathanh@breuermetal.com](mailto:dathanh@breuermetal.com)  
[www.breuermetal.com](http://www.breuermetal.com)



*Adding Value to Everything We Do*

Market & Johnson, Inc. 2350 Galloway Street PO Box 630 Eau Claire, WI 54702-0630 Ph. 715.834.1213 Fax. 715.834.2331

## CHANGE ORDER REQUEST (COR)

**TO:** City of Chetek  
220 Stout Street, PO Box 194  
Chetek, WI 54728

**DATE:** November 6, 2023

**ATTN:** Jeff Martin

**RE:** Change Order Request (COR) #17R  
3255 - Chetek Wastewater Treatment Facility  
698 County Highway SS  
Barron County, WI 54728

**DESCRIPTION** Caulking Credit Adjustment  
**OF CHANGE:**

**REQUESTED BY WHOM:**

**COST OF WORK:**

Changes to Market & Johnson's Scope of Work (see attached breakdown).....	\$4,968.44
<b>TOTAL CHANGE TO PROJECT</b>	<b>\$4,968.44</b>

**TIME:** The Contract Time will be unchanged by zero days for this change.

**INSTRUCTIONS**  
**RECEIVED:**

**NOTES:**

This proposal may be withdrawn by us if not accepted within 30 days.

Sincerely,

MARKET & JOHNSON, INC.

Patrick Sullivan  
Project Manager

Enclosures

cc:

If you would like us to proceed with this work prior to a formal change order being processed, please check the accepted box, sign and return. If accepted, this will be included on a future change order.

☐ **Accepted**

☐ **Not Accepted**

Signature

Date

by Market & Johnson  
Dated: 11/06/2023

				M&J Contract	Tax Exempt Purchases	Owner Direct Purchases
MARKET & JOHNSON	QTY	U/M	UNIT COST			
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
Subtotal for M&J's Labor, Material & Equipment				\$0.00	\$0.00	\$0.00
SUBCONTRACTED WORK	DESCRIPTION OF WORK					
Huffcutt	Caulking Credit Adjustment			\$4,685.00		
Subtotal for Subcontracted Work				\$4,685.00	\$0.00	\$0.00
G/L Insurance (COR's over \$100,000)			0.47%	\$0.00		
Mark-up for M&J Labor, Material and Equipment			15.00%	\$0.00		
Mark-up for Subcontracted Work			5.00%	\$234.25		
Performance Bond				\$49.19		
TOTAL FOR CHANGES TO SCOPE OF WORK				\$4,968.44	\$0.00	\$0.00
Total Change to M&J's Contract				\$4,968.44		
TOTAL CHANGE TO PROJECT						\$4,968.44



4033 123rd Street | Chippewa Falls, WI 54729

## Change Order Form

Change Order #: 3

Market & Johnson  
2350 Galloway Street  
Eau Claire, WI 54703

Phone: 715-834-1213  
Fax:  
Attention: [Insert Data]

Date: 11/6/2023  
Contract Proposal No: 17-002-23  
Project: Chetek WWTP  
Location: Chetek, WI  
Original Contract Date:  
CB #2

The following changes per contract document revisions:

Adding back in the caulking of the panel bases

Total amount of this change order:

\$ 4,685.00

### Clarifications:

- \* Applicable taxes not included
- \*
- \*
- \*
- \*
- \*

Respectfully Submitted,



By:

*Reed Sorensen*

Date:

11/6/2023

Any questions or clarifications should be directed to;

P.M. Reed Sorensen [reed.sorensen@huffcutt.com](mailto:reed.sorensen@huffcutt.com)  
Salesperson: Jon Schroetke [jon.schroetke@thesighgroup.com](mailto:jon.schroetke@thesighgroup.com)



*Adding Value to Everything We Do*

Market & Johnson, Inc. 2350 Galloway Street PO Box 630 Eau Claire, WI 54702-0630 Ph. 715.834.1213 Fax. 715.834.2331

## CHANGE ORDER REQUEST (COR)

**TO:** City of Chetek  
220 Stout Street, PO Box 194  
Chetek, WI 54728

**DATE:** November 3, 2023

**ATTN:** Jeff Martin

**RE:** Change Order Request (COR) #18  
3255 - Chetek Wastewater Treatment Facility  
698 County Highway SS  
Barron County, WI 54728

**DESCRIPTION** Main LS Generator Change from Diesel to NG  
**OF CHANGE:**

**REQUESTED BY WHOM:**

**COST OF WORK:**

Changes to Market & Johnson's Scope of Work (see attached breakdown).....	\$11,220.09
<b>TOTAL CHANGE TO PROJECT</b>	<b>\$11,220.09</b>

**TIME:** The Contract Time will be unchanged by zero days for this change.

**INSTRUCTIONS  
RECEIVED:**

**NOTES:**

This proposal may be withdrawn by us if not accepted within 30 days.

Sincerely,

MARKET & JOHNSON, INC.

Patrick Sullivan  
Project Manager

Enclosures

cc:

If you would like us to proceed with this work prior to a formal change order being processed, please check the accepted box, sign and return. If accepted, this will be included on a future change order.

☐ **Accepted**

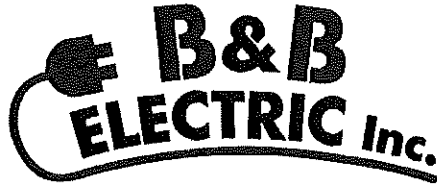
☐ **Not Accepted**

Signature

Date

by Market & Johnson  
Dated: 11/03/2023

				M&J Contract	Tax Exempt Purchases	Owner Direct Purchases
MARKET & JOHNSON	QTY	U/M	UNIT COST			
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
Subtotal for M&J's Labor, Material & Equipment				\$0.00	\$0.00	\$0.00
SUBCONTRACTED WORK		DESCRIPTION OF WORK				
B&B Electric	Main LS NG Generator			\$10,580.00		
Subtotal for Subcontracted Work				\$10,580.00	\$0.00	\$0.00
G/L Insurance (COR's over \$100,000)			0.47%	\$0.00		
Mark-up for M&J Labor, Material and Equipment			15.00%	\$0.00		
Mark-up for Subcontracted Work			5.00%	\$529.00		
Performance Bond				\$111.09		
TOTAL FOR CHANGES TO SCOPE OF WORK				\$11,220.09	\$0.00	\$0.00
Total Change to M&J's Contract				\$11,220.09		
TOTAL CHANGE TO PROJECT						\$11,220.09



1303 Western Ave.  
Eau Claire WI. 54703  
(715) 832-1676 Fax (715) 832-1677  
[ev@b-belectricinc.com](mailto:ev@b-belectricinc.com)  
[www.bandbelectric.com](http://www.bandbelectric.com)  
*Equal opportunity employer*

10/20/2023

Chetek Wastewater Treatment Plant

ATTN: Market & Johnson

RE: Chetek WWTP Upgrade to (2) 250KW NG generators

B&B Deisel Generator Deduct.....	(\$135,000.00)
B&B Natural Gas Generators.....	\$413,900.00
B&B Electrical Materials.....	\$892.00
B&B Electrical Labor.....	\$8,668.00
B&B 15% Mark Up.....	\$43,269.00
Energenecs Labor.....	\$250.00
B&B 5% Mark Up on Sub.....	\$12.50
<b>Total Cost.....</b>	<b>\$331,991.50</b>

Notes:

- The site will need adequate natural gas flow, pressure, and piping to allow for generator operation of 2 generators.
- There will need to be 2 generator pads.
- Both generators will terminate at the ATS, no extra paralleling switchgear included.
- Generator performance will need to be verified.

RE: Chetek Main Lift Station to 100KW NG generator

B&B Deisel Generator Deduct.....	(\$63,900.00)
B&B Natural Gas Generators.....	\$73,200.00
<u>B&amp;B 15% Mark Up.....</u>	<u>\$1,380.00</u>
<b>Total Cost.....</b>	<b>\$10,580.00</b>

Notes:

- The site will need adequate natural gas flow, pressure, and piping to allow for generator operation.
- There will need to be a generator pad
- Generator performance will need to be verified.

Any questions please call or E-mail.  
Eric VanCalcar

# Invoice

Langerude Landscape LLC

1527 19 1/4 St.  
Cameron, WI 54822  
Phone (715) 205-7286

Date	Invoice #
10/26/2023	8319

**Bill To**

Chetek Villa Condos  
c/o Dan Atkins  
626 1st St.  
Chetek, WI 54728



Serviced	Qty	Item	Description	Rate	Amount
8/22/2023	1	36.40 Service Call	Irrigation damaged by contractor installing new sidewalk		
	6	02.31 Labor	Irrigation System Service Call	150.00	150.00T
	3	Pop-Up Sprayer & Nozzle	Site Work - Irrigation System Labor	75.00	450.00T
			Irrigation System - Pop-Up Sprayer plus Nozzle	9.95	29.85T
	5	Elbow Up, 1" x 3/4"	Irrigation System 1" x 3/4" Elbow Up	4.89	24.45T
	3	Pipe, Flexi-	Flexi-pipe per ft.	0.42	1.26T
	1	Coupling, 1"	Irrigation System - 1" Poly Coupling	1.72	1.72T
	4	Ring, 1"	Irrigation System - 1" Ring	0.89	3.56T
	1	Saddle, Blazing 1" x 1/2"	Irrigation System - 1" x 1/2" Blazing Saddle	2.88	2.88T

Thank you for your business.

All Past due balances are subject to a 1.5% interest finance charge.  
Your account will be past due if more than 30 days go by without a payment.

<b>Subtotal</b>	\$663.72
<b>Sales Tax (5.5%)</b>	\$36.50
<b>Total</b>	\$700.22
<b>Payments</b>	\$0.00
<b>Balance Due</b>	\$700.22



## HANGAR LAND LEASE

THIS LEASE, made this 15th day of November 2023, between the City of Chetek ("Airport"), Lessor, and Shawn Jennings, ("Lessee.")

WITNESSED, that the Lessor has demised and leased to the Lessee certain premises situated on the Chetek Airport, located in the City of Chetek, the County of Barron, Wisconsin, which is known and described as Parcel # 20 (the "Property"). The property is hereby leased under the terms and conditions as follows:

1. **Term.** The lease period is for a term of **Twenty (20)** years commencing on                     , 20    . The Lessee agrees to promptly pay the City of Chetek in advance an annual rental fee of \$ 304.20 on or before the first day of each year hereof. Said annual rental amount may be reviewed and changed annually, on a calendar year basis, by the City of Chetek. However, no single increase shall exceed 20% of the prior year's annual rental charge. Notice of any change shall be given by the City of Chetek by December 1 and the change shall become effective on January 1. This lease shall be automatically renewed at the then-established current rates established by Lessor on each January 1 for successive one-year periods, unless either party sends by mail a written notice of termination to the other party at least thirty (30) days prior to the expiration of the then-existing Lease. The City shall not terminate this lease without reasonable cause. Lease payment shall be made payable to the City of Chetek and delivered to 220 Stout Street, Chetek, Wisconsin 54728.

2. **Construction Liens.** Lessor understands and agrees that Lessee may construct, occupy, and maintain an airplane hangar ("Hangar") on the Property. Any construction, repair, or maintenance shall be in compliance with all federal, state, and local laws, rules, regulations, and directives. Lessee shall not allow any lien to attach to the Property whatsoever and shall provide appropriate lien waivers within ten (10) days of any written demand by the Lessor. The hangar shall be occupied within one (1) year from the date hereof.

3. **Use of Premises & Storage.**

**Aircraft:** On the completion of the construction of the Hangar, or after initial occupancy 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.

**Storage:** Lessee shall store nothing in the Hangar other than an aircraft and the necessary tools, equipment, and parts required for the service of the aircraft with the exception of snowmobiles, off- road vehicles, or similar recreational vehicles personally owned by the Lessee. All such allowed items must be stored inside the Hangar.

**Residential use prohibited:** Hangars cannot be used as a residence. The hangar may be used for overnight/resting periods for crew members, however; hangars cannot be used for permanent or temporary residential use.

4. **Insurance.** Lessee shall obtain whatever insurance they desire as to the hangar itself and as to any personally stored or allowed to be present on the Property. The Lessor will not be responsible for and shall not insure any of Lessee's or Lessor's guest or invitee's property.

5. **Inspection.** It is further agreed and understood that the agents of Lessor may enter the Hangar to view and inspect the Hangar at all reasonable hours. It is further agreed and understood that, in the event said Lessee defaults in the payment of rent as stipulated in the Lease 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. **Utilities.** Lessee shall maintain and pay the monthly charge for any power for electrical service into the Hangar required or desired. Lessee shall be responsible for any garbage collection, water, or other utility charges and shall pay the same when and as due.

7. **Taxiway Construction, Snow Removal, lawn care**

a. **Taxiway Construction.** Lessee shall pay its pro-rata share of the cost incurred by Lessor in constructing, reconstructing, repairing, and/or paving the taxiway in front of Lessee's hangar if and whenever incurred. Lessee shall pay one third of said pro-rata share within sixty (60) days of the date of billing. Lessee may also pay the remainder of said pro-rata share within said sixty (60) days without interest. If Lessee fails to pay the remainder of said pro-rata share within 60 days of the date of the bill, any special charge remaining unpaid, together with interest, shall be payable in two (2) equal annual installments to the City Clerk/Treasurer on or before the first day of November of each year following the first payment date. Interest shall be computed at the rate of 9.0% per annum. The unpaid balance can be pre-paid at any time, together with interest accrued to the date of payment.

If the City does not elect to construct and/or pave a taxiway, the Lessee shall construct a taxiway at Lessee's sole cost, but said taxiway may only be constructed within the specifications set by the airport committee. No construction shall commence on said taxiway until the Lessee has received the written specifications relative thereto from the Airport Committee.

b. **Pro-Rata Share.** The pro-rata share identified in Section 7(a) of this Lease shall be a fraction, the numerator of which shall be equal to the length of the parcel adjoining the taxiway plus an additional 15 feet, and the denominator of which shall be the length of the entire taxiway then constructed.

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

d. **Grass/weeds.** Lessee shall be responsible for removing weeds and mowing their 50% share of the area on either side of their hangar.

8. **Maintenance.** Lessee shall perform routine repairs and maintenance on the Hangar. Upon the Lessee's failure to do so, the Lessor may clean and/or otherwise repair the Hangar at the Lessee's expense. Lessee further agrees that no flammable material shall be stored in the Hangar, other than the usual oil and fuel contained in aircraft tanks and engines, and lubricants required for the servicing of Lessee's aircraft.

9. **Security.** Lessee agrees that Hangar doors shall be closed and lights turned off when the Hangar is unattended, and that no aircraft engine shall be operated within the Hangar.

10. **Commerce.** No commercial business whatsoever, of any kind or nature, shall be conducted in or from Hangar unless approved in advance by the Common Council.

11. **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.

**12. 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.**

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

**14. 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.

15. **Surrender Upon Termination of Lease.** Lessee shall vacate the leased premises in the good order and repair in which such property is at the time this Lease is executed, ordinary wear and tear excepted, and shall remove all of its property therefrom so that Lessor can repossess the leased premises no later than noon on the day upon which this Lease ends, whether upon notice, 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.

16. **Miscellaneous.**

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

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

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

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

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

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



United States mail addressed to the respective parties at:

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

To Lessee: Shawn Jennings  
Address: 2396 Myrtle Avenue  
Saint Paul, MN 55114

Phone: \_805-575-2891

email: stj61hd@yahoo.com

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

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

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

Make and model of aircraft to be stored: \_\_\_\_\_

Aircraft registration #: \_\_\_\_\_

Name of insurance company: \_\_\_\_\_

Address of insurance company: \_\_\_\_\_

Effective date of coverage: \_\_\_\_\_

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

CITY OF CHETEK, Lessor

By: \_\_\_\_\_ date \_\_\_\_\_  
Jeff Martin, Mayor

By: \_\_\_\_\_ date \_\_\_\_\_  
Carmen Newman, Clerk/Treasurer

By:  \_\_\_\_\_, Lessee

Date: 10-13-23

By: \_\_\_\_\_, Lessee

Date: \_\_\_\_\_

# AIRPLANE HANGAR BILL OF SALE

This sale agreement is made by and between (Seller)

MICHAEL KUTRIER address 702 1<sup>ST</sup> ST CHetek, WI 54728

and (Buyer)

~~2396~~ Shawn Jennings address 2396 Maple Ave. St. Paul 55114

With the signing of this sale agreement and the Buyer transferring the total purchase price of \$ 95,000.00 to the Seller, the Seller hereby sells and forever transfers the ownership of the airplane hangar described below, to the Buyer.

Description of the airplane hangar being sold:

Make: NA Model: \_\_\_\_\_ Serial #: \_\_\_\_\_

Airport location name: Y23 CHetek SOUTHWORTH Site # 20

Seller represents and warrants that it has full and good title to the described airplane hangar, full authority to sell and transfer the same, and that the airplane hangar being sold is free and clear of all liens, encumbrances, liabilities, and adverse claims, of every nature and description.

Buyer understands that the airplane hangar is being sold in its present condition "as is" and "where is" and that Seller disclaims any implied warranty of condition or function, or any responsibility thereof.

Authorizing signatures:

[Signature]

Seller

MICHAEL KUTRIER

(seller's name printed)

OCTOBER 13<sup>TH</sup>, 2023

date signed

[Signature]

Buyer

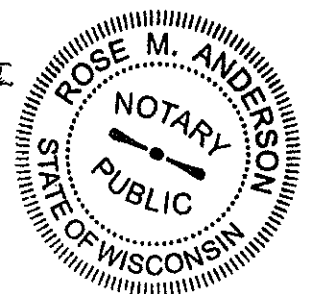
Shawn Jennings

(buyer's name printed)

Oct. 13<sup>th</sup> 2023

date signed

State of Wisconsin, County of Barron  
This Instrument was signed before me in Chetek, WI  
ON October 13, 2023 By Rose M. Anderson  
Rose M. Anderson - Notary Public  
My Commission Expires on February 6, 2027



PAID IN FULL

VIA CHECK # 1017557

[Signature]

## Resolution 2023-14

WHEREAS, expenses in some accounts exceeded the budget; and,  
WHEREAS, accounts shall be adjusted to move excess funds to accounts that exceeded the budget;  
WHEREAS, certain revenues need to be appropriated for future expenditures;  
WHEREAS, Section 65.90(5) of the Wisconsin Statutes allows the governing body of the municipality to change such appropriations stated in the budget;  
NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Chetek that the City Clerk/Treasurer be authorized to adjust budget funds as outlined below:

Budget Adjustments:		debit	credit
100-51320	emp. gen benefit	6,700.00	medical, wage study, etc.
100-53101-500	PW fuel/auto repair	10,506.29	winter fuel & repairs overage
100-57724	sidewalks	2,758.04	tree removal
100-59300	transfer to debt	1,658.47	loan pymt
100-55140-110	comm. center wage	1,700.00	cleaning
100-53510	airport	9,242.00	tree removal
100-54107	cemetery	10,000.00	tree removal
100-57622	boat launch repairs	50,000.00	for boat landing overage
100-51510	auditing	8,850.00	2022 expense charged in 2023
100-57128	building outlay	14,130.97	excess from health expense
100-57312	snow/ice control		10,506.29
100-57130	health expense		105,039.48
		115,545.77	115,545.77
Budget appropriations:			
100-57334	gravel crushing exp.	23,000.00	
100-46315	gravel sales		23,000.00

This Resolution shall take effect on its passage as provided for by law.

CITY OF CHETEK

By: \_\_\_\_\_

Jeff Martin, mayor

Attest: \_\_\_\_\_

Carmen Newman, clerk/treas.

Date passed: \_\_\_\_\_

RESOLUTION 2023.15

WHEREAS, the City of Chetek had an undesignated fund balance in excess of 33% of the general fund expenditures at the end of 2022; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Chetek that the city clerk/treasurer be directed to make the following adjustments:

Move **\$350,000** from undesignated fund balance to:

election equipment	100-57124	2,000.00
city hall data processing	100-57125	3,900.00
building fund	100-57128	123,000.00
shop computers	100-57141	2,000.00
vests- matching funds	100-57208	1,000.00
law enforcement equipment	100-57213	5,000.00
law enforcement radios	100-57215	2,000.00
law enforcement computer	100-52116	3,000.00
public works-equip/machinery	100-57311	100,000.00
snow-ice control	100-57312	20,000.00
law enforcement vehicles	100-57212	\$12,000.00
parks outlay	100-57620	\$75,000.00
economic devel. committee	100-57723	\$1,100.00
		<b>\$350,000.00</b>

This Resolution shall take effect on its passage as provided for by law.

CITY OF CHETEK

By: \_\_\_\_\_

Jeff Martin, mayor

Attest: \_\_\_\_\_

Carmen Newman, clerk/treas.

Date passed: \_\_\_\_\_



**Resolution 2023.16**

Whereas, the Common Council of the City of Chetek has the authority to establish the salaries of the council members and mayor as provided by the State statutes; and

Whereas, any increase of council salaries shall only affect newly elected members;

Whereas, the last increase for council salaries was ten years ago;

Now, therefore, the salaries for the council members shall be increased from \$360 per month to \$400 per month and the wages for the mayor shall be increased from \$669.50 per month to \$700.00 per month.

By: \_\_\_\_\_  
Jeff Martin, Mayor

Attest: \_\_\_\_\_  
Carmen Newman, Clerk/Treasurer

Date Passed: \_\_\_\_\_

	<b>Mayor/Village president</b>					
Chetek	\$669.50/month					
Cameron	\$325 per month - plus \$50 per regular meeting/\$50 per special meeting, \$30 per committee meeting					
Barron	<i>750<sup>00</sup> plus 125 expense allowance</i>					
Bloomer	\$450 per month + \$50 per meeting					
	<b>Council member/board member</b>					
Chetek	\$360 per month					
Cameron	\$75 per month - plus \$50 per regular meeting/\$50 per special meeting, \$30 per committee meeting					
Barron	\$325 per month					
Bloomer	\$100 per month + \$50 per meeting					

**RESOLUTION 2023.17**  
**BUDGET ADOPTION AND TAX LEVY RESOLUTION**

Resolution appropriating the necessary funds for the operation of the government and administration of the City of Chetek for the year 2024

BE IT RESOLVED, that there is hereby enacted the City of Chetek budget for fiscal year 2024 for the purposes therein stated:

**2024 BUDGET - CITY OF CHETEK, WISCONSIN**

General Operation

General Government.....	392,310.00
Public Safety.....	872,413.00
Public Works.....	412,000.00
Health & Human Services.....	11,000.00
Culture/Recreation/Education....	203,200.00
Conservation/Development.....	3,800.00
Capital Outlay.....	220,669.00
Other Financing/Debt.....	53,000.00
Total expenditures.....	2,168,392.00
Less Revenue (other than property tax).....	\$846,024.00
Levy for general fund.....	1,322,368.00

BE IT FURTHER RESOLVED, that the tax of \$1,322,368 be levied on all the taxable property within the City of Chetek for the purposes set forth in the budget, and that the City Clerk/Treasurer is hereby authorized and directed to spread this tax on the current tax roll of the City of Chetek.

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

CITY OF CHETEK

By

\_\_\_\_\_  
Jeff Martin, Mayor

Attest:

\_\_\_\_\_  
Carmen Newman, Clerk/Treasurer

Date Passed: 11-14-2023