

City of Chetek Common Council Meeting Agenda
Tuesday, March 12, 2024- 6:00 p.m.
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

Announcement of closed session later in meeting – Wisconsin Statute 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved - WWTP project payments, reconvene; act on closed session item, if any.

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: **February**
- B. Department/Board reports as submitted -***Library-February Planning Commission-February EDC-December***
- C. Resignations and/or appointments from boards/committees:
- D. General license/permits: request to close street for 2024 Fishy Four Mile run/walk

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

NEW BUSINESS:

- E. Discussion and possible action on filing the PSC water rate application, presentation by Ehlers
- F. Parks Update
- G. Change order #6
- H. Update on NPIAS
- I. Personal Property on Airport
- J. Airport Lease
- K. Closed Session
- L. Act on Closed session item if any

Adjournment

Minutes of the City of Chetek Meeting of The Whole held on Thursday, February 8, 2024 in the council room, 220 Stout Street, Chetek, WI.

The meeting was called to order by Mayor Martin at 5:00 p.m.

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

Discussion- Review of Hanger Land Lease from Airport Committee. Scott presented a land lease agreement for the hanger leases that was put together with the Airport Committee. Everything in the Blue is agreed upon stuff that was agreed upon from the airport committee a couple sticking points was paragraph one to change from 20% to 15%. They would like it to go to council so that the council can decide what percentage that they would like and then the Airport Committee will get that changed.

In regards to paragraph 3 the suggestions have not been before the hanger owners on paragraph 3 they would like to put the parentheses that states (which will be evaluated on a case by case basis at the recommendation of the airport committee and approval of the common council. Storage also would include immediate family's personal property. Section 5 of the lease- Rental payments received within thirty days of their specified due dates shall be subject to a 2% per month surcharge thereupon for billing expenses. There was discussion on this at the Airport Committee meeting.

In regards to section 13 they would like to go back to our paragraph 13 from the city lease. Thea said that the rental fee should not be linked to social security but CPI. This will still be looked at. There was discussion on the NIPUS program and the Airport Committee is ok going to the federal program. There will be some work and research into the program and will update when more information is available. Every airport hangar person might not be in agreement with the lease as being presented but the committee is.

Discussion- Talking points on Referendum Laura and Mark put together talking points for the referendum and everyone was ok with them. Council would like to do a mailing on March 1 as a letter to all city residents. Also the council would like to send a postcard to all city residents around March 19th. Council would also be holding listening sessions on March 8th from 11:30-12:30 at the Community Center, March 11th at 6pm at the Community Center, March 22nd from 11:30-12:30 at the Community Center, & March 26th at 6pm at the Community Center. All the talking points would also go on Facebook, in the Newspaper, City website, and the Mayors radio spot. There was also talk of putting a QR code on the letter and postcard for easy access to all the points.

Motion to adjourn - Grover/Bachowski. carried.

Mark Eby, City Clerk

Minutes of the City of Chetek Common Council Meeting held on Tuesday, February 13, 2024 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, Scott Bachowski, Earl Grover, Terry Hight, Thea Hempel

Public comments: None

Bachowski made a motion to approve the agenda. 2nd by Grover. Carried.

Hight motioned to approve the consent agenda items - city claims and minutes from January Council Min; accept and place on file committee minutes: Library- January, January Planning Commission Appointment of Sally Johnson to the Library Board and John Flor appointment to the EDC 2nd by Grover. Carried.

Old Business:

There was no old business.

New Business:

Update on Parks- Donna from Parks gave an update she started with a letter from Paul Poppe they would like to be on the march agenda for another update. They would like the city council to work together so everything goes in the right direction. Donna said that they have been working very hard. Donna said that the group is a very passionate group. We need to start having amenities for our community.

Approve CSM for Gotham Dr. road by WWTP- Just for the road so there is access to Black Bear storage facility. All utilities will be there for the next area if we should sell down the road. Hempel made a motion to approve the CSM. Bachowski 2nd. Carried

Signing off on Holding tank install for Visitor Center- The holding tank is for the visitor center and a new one is needed as the old holding tank is inoperable. The Chamber and the Resort Owners are paying for the new holding tank but needed to come before council as the City owns the property. Hight motion to approve the sign off of installing the new holding tank. Hempel 2nd. Carried

Lighting retrofit Proposal- Focus on Energy called Dan in regards to doing the retrofit lighting proposal. Dan did receive one quote but needed another quote so he did get another. The first quote was from NCLED lighting out of De Pere, WI for \$13,552.00 with an incentives/rebates of \$1,860.00 for a turnkey project cost of \$11,692.00. The 2nd quote was from Red Cedar Electric out of Chetek WI for \$8,763.00 with a Focus on Energy Rebate of \$2,119.00 for a total of \$6,644.00. Thea asked about the Red Cedar Electric quote and their Focus on Energy Rebate and if that is applied right away. Dan said that it is. Dan also stated that they are currently doing one light at a time when the ballast is bad. So over time they would be switching everything over to LED lighting. Bachowski made a motion to approve the proposal from Red Cedar Electric. Grover 2nd. Carried

Resolution 2024-6 Sewer Rate Increase- This was not a light decision and the reasoning to have to increase rates sooner than Sept is the City needs to close on the Clean water drinking loan from the DNR and in order to cover interest payments we need to increase to 32.50% instead of the original 16.00% that was forecasted back in 2021. Bachowski made a motion to approve Resolution 2024-6 Hempel 2nd. Carried

Resolution 2024-4 Authorization to carry over unused funds- Request to carry over funds in the amount of \$24,930.31 and appropriate in the 2024 legal. Bachowski made a motion to approve Resolution 2024-4 2nd by Grover. Carried

Hempel made a motion to go into closed session. Hight 2nd. Carried

Grover made a motion to go back into open session. Bachowski 2nd. Carried

Grover made a motion to Approve Resolution 2024-5. Bachowski 2nd. Carried

Hempel made a motion to approve option 2 of new insurance premiums that Treasurer/Administrator Stelzner presented to the council in closed session effective Feb 12. Bachowski 2nd. Carried

Bachowski motioned to adjourn the meeting, 2nd by Grover. Carried.

Mark Eby, City Clerk

Calhoun Memorial Library Board Meeting Minutes
Feb. 6, 2024

Minutes of the Calhoun Memorial Library Board of Director's Meeting: Feb. 6, 2024

The board meeting was called to order at 9 a.m. on Feb. 6, 2024, by President Jean Wacker at the Calhoun Memorial Library.

Members present: Louise Brown, Jean Wacker, Jeff Martin, Nancy Nix, John Banks, and Rachel Westberg. Also present were Friends of the Library Board President Barb Ryan, Library Aid Lisa Mulderink and Library Director Emily Resendiz. Not present was Brandy Johnson.

The agenda was approved by motion of Rachel Westberg, seconded by Louise Brown. Motion carried.

There were no in-person public comments, but Director Resendiz did note the library received a very kind donation from a new patron who the library made feel welcome. Resendiz also noted a new library board member would be joining the board at next month's meeting.

Minutes of the January 2024 board meeting were presented to board members in printed form. Motion was made by John Banks, seconded by Nancy Nix, to accept the minutes as printed. Motion carried.

Director Emily Resendiz, on behalf of Treasurer Brandy Johnson, presented the expenditure report for January. Motion made by Louise Brown, seconded by John Banks, to approve the expenditure report. Motion carried.

Library Director Emily Resendiz presented petty cash, statistics, and activities as part of the director's reports. Friends President Barb Ryan provided an update from the Friends of the Library.

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

Mayor Jeff Martin discussed the happenings within the City of Chetek.

John Banks presented a report as the county representative.

The board discussed the procedure for closing the library due to inclement weather and was presented with a formal closure policy. A motion was made by Rachel Westberg, seconded by Jeff Martin, to approve the inclement weather policy. Motion carried.

The board discussed a request from county administrator Jeff French to approve a per diem for county representatives appointed to the library board. A motion was made by Jeff Martin, seconded by John Banks, to allow payment to the county board representative serving as a library board member. By a show of hands, the motion was denied 3-2, with Louise Brown, Nancy Nix and Rachel Westberg opposing the motion.

Items on the agenda for the March board meeting include the annual report and continued discussion on the county's request for a per diem to the library board county representative.

Motion to adjourn by Louise Brown Johnson, seconded by Nancy Nix. Motion carried; meeting adjourned.

Respectfully Submitted,



Minutes of the Hearing of the Plan Commission of the City of Chetek held on February 15, 2024 at 6:00p.m.

City of Chetek – Planning Commission Meeting Minutes – February 15,2024.

Public Hearing- Public hearing was called to order by Mayor Martin at 6pm.

In attendance was Darlene Iverson and Aaron Nichols. Joe did receive a complaint about 1202 W Banks St just some general building maintenance and that there is a tarp on one roof. Aaron said that he could meet with Joe with the issues and get them taken care of.

A regular meeting of the Planning Commission for the City of Chetek was called to order at 6:09 pm on February 15, 2024 by Mayor Martin.

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

Also present was Mark Eby, Planning Commission Secretary, Building Inspector Joe Atwood,

Compliance with the open meeting law was verified.

Tim Esselman made a motion to approve the prior month meeting minutes with the changes. 2nd by Shawn Ayers Motion carried.

1) Discussion/Action:Review any progress with the Shoreline Provisions the Commission has been working on.

Joe hoped that everyone got his email and that he addressed all of the input from the commission. Joe did take out all the websites as they may change. Joe said that if they do get a permit he will sit down with them in his office and explain and hand out pamphlets so they have a better understanding. Tim asked about the calculations and Joe did stop at the 200 mark. Tim' made one small recommendation Bachowski made a motion with Tim's changes to send to the attorney for review and then back to commission for any attorney changes. Esselman 2nd motion carried.

2) Discussion/Action: Review and possibly extend for another 2 years a conditional use for ABSSN Holdings rentals at 1325 5th St. and 1202 W. Banks St.

There was some discussion as to 1202 W Banks St and the changes and fixes that need to be made. Then it was decided that each address would have a separate motion. Del made a motion to approve the conditional use for another 2 years for 1325 5th st. Bachowski 2nd motion carried.

Del made a motion to approve the conditional use for another 2 years for 1202 W. Banks St with a comply date of the repairs to be June 1st. Esselman 2nd motion. Motion fails due to lack of support.

Del makes a motion to approve the conditional use for 1202 w banks St for another 2 years with a May 1, 2024 date to comply with the building corrections that Joe had received complaints about. Esselman 2nd motion. Carried

Next meeting will look at a couple upcoming ordinances and any changes that the attorney may have made in regards to the shoreline zoning ordinance.

Motion to adjourn by Scott Bachowski 2nd by Shawn Ayers motion carried meeting adjourned at 6:34pm

Date of the next meeting March 21, 2024

Respectfully Submitted Mark Eby

City of Chetek
Meeting: Economic Development Committee
Monday, December 4, 2023(lunch meeting - Hope and Anchor)
Chairperson: Ward 4 Alderwoman, Thea Hempel

Members:

Jessica Clark x
Dan Knapp Sr. x
Rick Meskers x
Jennifer Blatz x
Travis Turner x
Jim Metcalf x

Call Meeting to Order

Roll Call

Approve Minutes from last meeting

Old Business:

New Business:

Knapp Street Development - Updates and Rumor Control

Mission and Vision Statements

Property Prioritization for Economic Development

Budget Allocation

EDC Membership Discussion

Priorities and Task Assignments

Other Items

Adjourn

MINUTES

The Meeting was called to order at 12:02 pm - Motion: Jessica Clark Carried: Dan Knapp

All members of the EDC were present. In addition, we were joined by the new City of Chetek Administrator, Laura Stelzner

Approve minutes from Last Meeting (May) Motion: Jim Metcalf Carried: Travis Turner

Knapp Street Development - Updates and Rumor Control

- Concerns have been heard in "Bar Talk"
- Comes down to redefining the Narrative about SC Swiderski
- TID Language can be easily misunderstood
- Plans include a link on City Website and/or EDC Facebook page - link to Swiderski
- Focus on increase of 15M in assessed value and potentially taxes lowered through a spread of the budget over more households

Mission and Vision Statements

- To attract Tax Paying entities to Chetek. Leave other discussions to other committees
- Find better communication channels and avenues for businesses who are interested in coming into Chetek
- Strengthen relationship with Barron County (Keischner and Dave Armstrong)
- Invite Dave Armstrong to all future meetings
- Insure continued growth of the City of Chetek
- EDC should be Precursor to the Planning Commission. Come to EDC first
- Work with Small Business Association and Regional Business Funds
- Create "packets" to have at City Hall
- Not our intention to get fully involved with Parks or Youth Sports Items

Property Prioritization for Economic Development

- Look to create central information location (Google Sheet) for simple spreadsheet of property available, contact names and general notes
- Examples include Property next to Lamperts and the Mayo Property
- Look to develop relationships with property owners
- City not looking to buy or broker property
- Chamber will be looking for a donated property for a new and Permanent property for after the Fire

Budget Allocation

- There is a line item for \$5000 for EDC
- Potential uses are Marketing materials

EDC Membership Discussion

- Need to look for replacements for Jim Metcalf and Alex Swanson - asking members to send names so they can be contacted

Meeting was adjourned at 1:03pm Motion: Dan Knapp Carried: Jessica Clark

REQUEST TO CLOSE STREET/ALLEY

Date/s for closing 7/6/24

Organization/person requesting: CWSE / Fishy Four / Dawn Knutson
Address CWSE, PO Box 244, Chetek Phone Dawn Knutson 715-642-1639
Reason for street/alley closing: 2024 Fishy Four mile Run/Walk

List Street/alley requesting to be closed – include starting and ending points and time of day.

Street	from	ending	From/to
<u>Lakewood Dr.</u>	<u>Wisconsin</u>	<u>City Park Dr.</u>	<u>6 am/pm 11 am/pm</u>
Street _____	from _____	ending _____	_____ am/pm _____ am/pm
Street _____	from _____	ending _____	_____ am/pm _____ am/pm

HIGHLIGHT THE ABOVE ON THE ATTACHED MAP
ALSO – ATTACHED PROPERTY OWNER CONSENT FORM NEEDS TO BE FILLED OUT.
Failure to contact affected owners may result in denial.

BARRICADES NEEDED ✓ YES _____ NO _____

Will there be amplified music/noise? ✓ yes _____ no _____ During What hours? 8-11 am
Outdoor music may require permit – You must contact Police Department.

If this is a County Road, authorization needs to be attached – either a letter or email from County. Attached? _____

Signature Dawn Knutson
Printed name Dawn Knutson

date 2/28/24

COUNCIL APPROVED _____ DENIED _____ DATE OF MEETING _____

ROUTED TO PUBLIC WORKS DEPARTMENT _____ ROUTED TO POLICE DEPARTMENT _____



City of Chetek, WI
2024 Water Rate Study
Phase 2: PSC CRC App & LRCFA

March 12, 2024 Common Council Meeting

Why are we here?

- Phase 1 completed 4/2023: Initial Long-Range Cash Flow Analysis
 - ✓ Ehlers advised SRC in 2023 and 2024 with CRC in 2024 for 1/1/2025 implementation; cumulative 30% adjustment
 - ✓ Upon finalizing funding sources for Tower project in fall 2023, Chetek staff had Ehlers start Phase 2
 - ✓ Safe Drinking Water Fund Loan:
 - Estimated loan amount: \$2,658,320
 - Principal forgiveness granted: \$1,600,000
 - Subsidized loan rate: 33% of market (around 1.7%)
 - Note: SFY 2024 program is now closed for first time in history, PF not guaranteed beyond previously approved funding

Why are we here?

- Phase 2: Ehlers to complete PSC CRC Application
 - ✓ Understand PSC Math
 - Windows of Opportunity to adjust Rates & Present initial results of application
 - ✓ Understand potential special requests to PSC
 - ✓ Consensus to file application

Water: Initial Rate Application Results

Revenue Requirement		2019	2020	2021	2022	Est 2023	Test Year 2024
Component	Description						
Cash Basis							
1	O&M and PILOT	\$431,293	\$311,957	\$321,661	\$333,240	\$359,487	\$391,246
2	Debt	\$4,672	\$20,037	\$20,492	\$18,527	\$28,545	\$183,465
3	Cash Funded Capital	\$450,752	\$8,015	\$98,333	\$65,411	\$11,418	\$73,386
Less:							
	Other Revenue	\$46,584	\$49,691	\$48,877	\$35,610	\$43,800	\$43,800
	Interest Income	\$8,354	\$2,099	\$321	\$6,945	\$4,000	\$4,000
	Revenue Requirement (Costs less Other Income)	\$831,779	\$288,219	\$391,288	\$374,623	\$351,650	\$600,297
	User Rates Revenue	\$368,419	\$363,092	\$388,007	\$423,756	\$426,328	\$432,843
	Rate Adequacy	(\$463,360)	\$74,873	(\$3,281)	\$49,133	\$74,678	(\$167,454)
	Rate Adjustment Needed	125.77%	0.00%	0.85%	0.00%	0.00%	38.69%
Utility Basis (PSC)							
1	O&M and PILOT	\$431,293	\$311,957	\$321,661	\$333,240	\$359,487	\$391,246
2	Depreciation	\$82,813	\$87,825	\$90,938	\$92,360	\$81,210	\$104,551
NIRB							
	Benchmark ROI %	\$1,574,157	\$1,668,515	\$1,631,561	\$1,588,017	\$1,513,169	\$3,511,121
		5.70%	4.90%	4.90%	4.90%	6.50%	6.50%
3	Calculated ROI	\$89,727	\$81,757	\$79,946	\$77,813	\$98,356	\$228,223
Less:							
	Other Revenue	\$46,584	\$49,691	\$48,877	\$35,610	\$43,800	\$43,800
	Revenue Requirement (Costs less Other Income)	\$557,249	\$431,848	\$443,668	\$467,803	\$495,253	\$680,220
	User Rates Revenue	\$368,419	\$363,092	\$388,007	\$423,756	\$426,328	\$432,843
	Rate Adequacy	(\$188,830)	(\$68,756)	(\$55,661)	(\$44,047)	(\$68,925)	(\$247,377)
	Rate Adjustment Needed	51.25%	18.94%	14.35%	10.39%	16.17%	57.15%

Water: Future Projection PSC Math

	Budget		Projected								
	2024		2025	2026	2027	2028	2029	2030	2031	2032	2033
Revenues											
Total Revenues from User Rates ¹	\$432,843		\$683,592	\$683,592	\$683,592	\$704,099	\$725,222	\$746,979	\$1,122,356	\$1,122,356	\$1,122,356
Percent Increase to User Rates	0.00%	57.93%	0.00%	0.00%	0.00%	3.00%	3.00%	3.00%	50.25%	0.00%	0.00%
Cumulative Percent Rate Increase	0.00%	57.93%	57.93%	57.93%	57.93%	62.67%	67.55%	72.58%	159.30%	159.30%	159.30%
Dollar Amount Increase to Revenues		\$250,749	\$0	\$0	\$0	\$20,508	\$21,123	\$21,757	\$375,377	\$0	\$0
Total Other Revenues	\$47,800		\$48,248	\$48,710	\$49,177	\$49,649	\$50,125	\$50,606	\$51,091	\$52,072	\$53,072
Total Revenues	\$480,643		\$731,840	\$732,302	\$732,769	\$753,748	\$775,347	\$797,585	\$1,173,447	\$1,174,428	\$1,175,427
Less: Expenses											
Operating and Maintenance ²	\$320,000		\$329,600	\$339,488	\$349,673	\$360,163	\$370,968	\$382,097	\$393,560	\$405,366	\$417,527
PILOT Payment	\$78,449		\$80,018	\$81,618	\$83,251	\$84,916	\$86,614	\$88,346	\$90,113	\$91,915	\$93,754
Net Before Debt Service and Capital Expenditures	\$82,194		\$322,222	\$311,196	\$299,846	\$308,670	\$317,766	\$327,142	\$689,774	\$677,146	\$664,146
Debt Service											
Existing Debt P&I	\$28,370		\$29,195	\$29,002	\$28,810	\$28,617	\$28,425	\$28,233	\$29,040	\$16,830	\$16,829
New (2024-2033) Debt Service P&I	\$0		\$154,270	\$150,839	\$150,829	\$150,819	\$150,809	\$150,799	\$392,614	\$392,501	\$389,002
Total Debt Service	\$28,370		\$183,465	\$179,841	\$179,639	\$179,437	\$179,234	\$179,031	\$421,654	\$409,331	\$405,832
Transfer In (Out)	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Less: Capital Improvements	\$134,000		\$4,258,320	\$0	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0
Debt Proceeds	\$0		\$4,258,320	\$0	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0
Net Annual Cash Flow	(\$80,176)		\$138,757	\$131,354	\$120,207	\$129,233	\$138,532	\$148,110	\$268,121	\$267,815	\$258,315
Restricted and Unrestricted Cash Balance:											
Balance at first of year	\$1,124,821		\$1,044,646	\$1,183,403	\$1,314,757	\$1,434,964	\$1,564,197	\$1,702,728	\$1,850,839	\$2,118,959	\$2,386,774
Net Annual Cash Flow Addition/(subtraction)	-\$80,176		\$138,757	\$131,354	\$120,207	\$129,233	\$138,532	\$148,110	\$268,121	\$267,815	\$258,315
Balance at end of year	\$1,044,646		\$1,183,403	\$1,314,757	\$1,434,964	\$1,564,197	\$1,702,728	\$1,850,839	\$2,118,959	\$2,386,774	\$2,645,089
"All-in" Debt Coverage	2.90		1.76	1.73	1.67	1.72	1.77	1.83	1.64	1.65	1.64
PSC Days Cash on Hand	1,075		1,066	1,180	1,267	1,358	1,452	1,549	1,074	1,307	1,442

Notes:

- 1) Assumes no changes in customer count or usage beyond Test Year.
- 2) Assumes 3.00% annual inflation beyond budget year.

Legend:

- Simplified Rate Case (projected eligibility)
- Conventional (Full) Rate Case

Water: Impact on Avg. Res. Bill

Year	Water						Utility Bill (Annual)	Change Over Prior Year	% of MHI (55,625)	Year
	Increase	Water Vol. Charge ¹	Water User Charge ²	Utility Bill (Monthly)	Change Over Prior Year					
2023		Tiered 3.31	Serv. + PFP 18.22	\$ 31.46			\$ 377.52		0.68%	2023
2024	0.00%	3.31	18.22	\$ 31.46	\$ -		\$ 377.52	\$ -	0.68%	2024
2025	57.93%	5.23	28.77	\$ 49.68	\$ 18.22		\$ 596.22	\$ 218.70	1.07%	2025
2026	0.00%	5.23	28.77	\$ 49.68	\$ -		\$ 596.22	\$ -	1.07%	2026
2027	0.00%	5.23	28.77	\$ 49.68	\$ -		\$ 596.22	\$ -	1.07%	2027
2028	3.00%	5.38	29.64	\$ 51.18	\$ 1.49		\$ 614.11	\$ 17.89	1.10%	2028
2029	3.00%	5.55	30.53	\$ 52.71	\$ 1.54		\$ 632.53	\$ 18.42	1.14%	2029
2030	3.00%	5.71	31.44	\$ 54.29	\$ 1.58		\$ 651.51	\$ 18.98	1.17%	2030
2031	50.25%	8.58	47.24	\$ 81.58	\$ 27.28		\$ 978.90	\$ 327.40	1.76%	2031
2032	0.00%	8.58	47.24	\$ 81.58	\$ -		\$ 978.90	\$ -	1.76%	2032
2033	0.00%	8.58	47.24	\$ 81.58	\$ -		\$ 978.90	\$ -	1.76%	2033
Total Change over planning period					\$ 50.12		\$ 601.38			

Notes:

1. Current water volumetric rate is \$3.31 per kgal.
2. The water user charges include a monthly service charge of \$10 plus a public fire protection charge of \$8.22 for a 5/8 inch meter.
3. The usage is assumed to be 4,000 Gallons per month.

Water Rate Comparison - By County (3)

Utility ID	Utility Name	County	Utility Class	Min. Qtrly Bill (0.625" meter)	6000 GAL	12000 GAL	15000 GAL	18750 GAL	75000 GAL	Effective Date
6470	Weyerhaeuser Municipal Water Utility	Rusk	D	\$58.50	\$136.50	\$214.50	\$253.50	\$302.25	\$921.00	7/1/2021
4080	New Auburn Municipal Water Utility	Barron	D	\$50.16	\$109.74	\$169.32	\$199.11	\$236.35	\$710.31	1/1/2023
810	Bruce Municipal Water and Sewer Utility	Rusk	D	\$36.00	\$95.70	\$155.40	\$185.25	\$222.56	\$719.25	1/1/2022
2940	Ladysmith Municipal Water Utility	Rusk	C	\$33.00	\$75.78	\$118.56	\$139.95	\$166.69	\$542.75	12/28/2020
1080	Chetek Municipal Water Utility PROPOSED	Barron	C	\$47.38	\$78.74	\$110.11	\$125.79	\$145.39	\$439.44	TBD
5670	Stanley Municipal Waterworks	Chippewa	C	\$24.00	\$64.14	\$104.28	\$124.35	\$149.44	\$525.75	9/1/2017
1370	Cornell Municipal Water And Electric Utility	Chippewa	D	\$27.06	\$65.28	\$103.50	\$122.61	\$146.50	\$471.06	2/15/2019
930	Village of Cameron Municipal Water Utility	Barron	D	\$30.00	\$66.72	\$103.44	\$121.80	\$144.75	\$489.00	1/1/2019
690	Boyd Municipal Water And Sewer Utility	Chippewa	D	\$30.00	\$65.70	\$101.40	\$119.25	\$141.56	\$402.50	4/17/2018
5935	Tony Municipal Water Utility	Rusk	D	\$36.00	\$63.00	\$90.00	\$103.50	\$118.13	\$337.50	4/4/2015
5395	Sheldon Municipal Water Utility	Rusk	D	\$47.00	\$58.70	\$82.10	\$93.80	\$108.43	\$327.80	6/24/1992
1520	Dallas Municipal Water Utility	Barron	D	\$24.90	\$52.20	\$79.50	\$93.15	\$110.21	\$332.40	6/30/2014
2275	Village of Glen Flora Water Utility	Rusk	D	\$45.66	\$50.06	\$76.46	\$89.66	\$106.16	\$283.46	7/3/2007
1080	Chetek Municipal Water Utility CURRENT	Barron	C	\$30.00	\$49.86	\$69.72	\$79.65	\$92.06	\$278.25	9/27/2021
2490	Hawkins Municipal Water And Sewer Utility	Rusk	D	\$27.81	\$47.61	\$67.41	\$77.31	\$89.69	\$275.31	7/1/2015
890	Cadott Light And Water Municipal Utility	Chippewa	D	\$15.81	\$39.69	\$63.57	\$75.51	\$90.44	\$286.41	9/1/2022
585	City of Bloomer Water Utility	Chippewa	C	\$19.80	\$41.40	\$63.00	\$73.80	\$87.30	\$253.80	1/15/2010
5970	Turtle Lake Municipal Water and Sewer Utility	Barron	D	\$24.00	\$42.90	\$61.80	\$71.25	\$83.06	\$259.00	8/1/2015
5050	Rice Lake Municipal Water and Electric Utility	Barron	C	\$30.00	\$45.00	\$60.00	\$67.50	\$76.88	\$215.61	5/1/2022
1490	Cumberland Municipal Utility	Barron	C	\$25.50	\$42.60	\$59.70	\$68.25	\$78.94	\$204.15	6/30/2013

- No PFP (charged different by utility)
- Sorted by 12 kgal consumption column
- Top 20 only depicted

Is the PSC Math too high?

- Yes, rate of return exceeds costs of existing and future interest expense on debt
 - ✓ Provide 1.70 all in coverage. Ehlers recommends 1.40.
- How do we change PSC math?
 - ✓ Request lower Rate of Return
 - ✓ Freeze PILOT
 - ✓ Don't complete CRC at this time

Alternatives to lower CRC Adjustment

- Request Lower than benchmark ROR from PSC
 - ✓ PRO: Allows for smaller rate adjustment; Sooner potential for SRCs
 - ✓ CON: Not guaranteed, subject to PSC approval; if granted, may come with stipulations
 - ✓ 38.69% adjustment needed for debt coverage
- Freeze PILOT
 - ✓ PRO: Can be done by resolution without PSC approval
 - ✓ CON: Reduced revenue for general fund
 - ✓ Recommended only under consideration for GF sustainability

Water: Future Projection Lower ROR at 4.7% & Frozen PILOT

	Budget 2024	2025	2026	2027	2028	Projected 2029	2030	2031	2032	2033
Revenues										
Total Revenues from User Rates ¹	\$432,843	\$590,282	\$590,282	\$607,990	\$626,230	\$645,017	\$664,368	\$998,230	\$998,230	\$998,230
Percent Increase to User Rates	0.00%	36.37%	0.00%	3.00%	3.00%	3.00%	3.00%	50.25%	0.00%	0.00%
Cumulative Percent Rate Increase	0.00%	36.37%	36.37%	40.46%	44.68%	49.02%	53.49%	130.62%	130.62%	130.62%
Dollar Amount Increase to Revenues		\$157,439	\$0	\$17,708	\$18,240	\$18,787	\$19,351	\$333,862	\$0	\$0
Total Other Revenues	\$47,800	\$48,248	\$48,710	\$49,177	\$49,649	\$50,125	\$50,606	\$51,091	\$52,072	\$53,072
Total Revenues	\$480,643	\$638,530	\$638,992	\$657,168	\$675,879	\$695,142	\$714,973	\$1,049,321	\$1,050,302	\$1,051,301
Less: Expenses										
Operating and Maintenance ²	\$320,000	\$329,600	\$339,488	\$349,673	\$360,163	\$370,968	\$382,097	\$393,560	\$405,366	\$417,527
PILOT Payment	\$49,594	\$50,586	\$51,598	\$52,630	\$53,682	\$54,756	\$55,851	\$56,968	\$58,107	\$59,269
Net Before Debt Service and Capital Expenditures	\$111,049	\$258,344	\$247,907	\$254,866	\$262,034	\$269,419	\$277,026	\$598,794	\$586,828	\$574,505
Debt Service										
Existing Debt P&I	\$28,370	\$29,195	\$29,002	\$28,810	\$28,617	\$28,425	\$28,233	\$29,040	\$16,830	\$16,829
New (2024-2033) Debt Service P&I	\$0	\$154,270	\$150,839	\$150,829	\$150,819	\$150,809	\$150,799	\$392,614	\$392,501	\$389,002
Total Debt Service	\$28,370	\$183,465	\$179,841	\$179,639	\$179,437	\$179,234	\$179,031	\$421,654	\$409,331	\$405,832
Transfer In (Out)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Less: Capital Improvements	\$134,000	\$4,258,320	\$0	\$0	\$0	\$0	\$2,000,000	\$500,000	\$0	\$0
Debt Proceeds	\$0	\$4,258,320	\$0	\$0	\$0	\$0	\$2,000,000	\$500,000	\$0	\$0
Net Annual Cash Flow	(\$51,321)	\$74,879	\$68,065	\$75,226	\$82,597	\$90,184	\$97,994	\$177,140	\$177,497	\$168,673
Restricted and Unrestricted Cash Balance:										
Balance at first of year	\$1,124,821	\$1,073,501	\$1,148,380	\$1,216,445	\$1,291,672	\$1,374,269	\$1,464,453	\$1,562,448	\$1,739,588	\$1,917,085
Net Annual Cash Flow Addition/(subtraction)	-\$51,321	\$74,879	\$68,065	\$75,226	\$82,597	\$90,184	\$97,994	\$177,140	\$177,497	\$168,673
Balance at end of year	\$1,073,501	\$1,148,380	\$1,216,445	\$1,291,672	\$1,374,269	\$1,464,453	\$1,562,448	\$1,739,588	\$1,917,085	\$2,085,758
"All-in" Debt Coverage	3.91	1.41	1.38	1.42	1.46	1.50	1.55	1.42	1.43	1.42
PSC Days Cash on Hand	1,107	1,032	1,084	1,131	1,181	1,235	1,292	865	1,031	1,117

Notes:

- 1) Assumes no changes in customer count or usage beyond Test Year.
- 2) Assumes 3.00% annual inflation beyond budget year.

Legend:

Simplified Rate Case (projected eligibility)
Conventional (Full) Rate Case

Water: Impact on Avg. Res. Bill

Year	Water					Change Over Prior Year	Utility Bill (Annual)	Change Over Prior Year	% of MHI (55,625)	Year
	Increase	Water Vol. Charge ¹	Water User Charge ²	Utility Bill (Monthly)	Change Over Prior Year					
2023		Tiered 3.31	Serv. + PFP 18.22	\$ 31.46		\$ 377.52			0.68%	2023
2024	0.00%	3.31	18.22	\$ 31.46	\$ -	\$ 377.52	\$ -		0.68%	2024
2025	36.37%	4.51	24.85	\$ 42.90	\$ 11.44	\$ 514.84	\$ 137.32		0.93%	2025
2026	0.00%	4.51	24.85	\$ 42.90	\$ -	\$ 514.84	\$ -		0.93%	2026
2027	3.00%	4.65	25.59	\$ 44.19	\$ 1.29	\$ 530.28	\$ 15.45		0.95%	2027
2028	3.00%	4.79	26.36	\$ 45.52	\$ 1.33	\$ 546.19	\$ 15.91		0.98%	2028
2029	3.00%	4.93	27.15	\$ 46.88	\$ 1.37	\$ 562.58	\$ 16.39		1.01%	2029
2030	3.00%	5.08	27.97	\$ 48.29	\$ 1.41	\$ 579.45	\$ 16.88		1.04%	2030
2031	50.25%	7.63	42.02	\$ 72.55	\$ 24.27	\$ 870.64	\$ 291.19		1.57%	2031
2032	0.00%	7.63	42.02	\$ 72.55	\$ -	\$ 870.64	\$ -		1.57%	2032
2033	0.00%	7.63	42.02	\$ 72.55	\$ -	\$ 870.64	\$ -		1.57%	2033
Total Change over planning period					\$ 41.09	\$ 493.12	\$ 493.12			

Notes:

1. Current water volumetric rate is \$3.31 per kgal.
2. The water user charges include a monthly service charge of \$10 plus a public fire protection charge of \$8.22 for a 5/8 inch meter.
3. The usage is assumed to be 4,000 Gallons per month.

Recommendations

- This plan identifies
 - ✓ PSC math is too high
 - ✓ Recommend file application with frozen PILOT and lower Rate of Return
 - ROR: Subject to PSC approval

Questions?

Sports Facility @ Gotham Park

Chetek, Wisconsin

Line-Item Notes: Construction Breakdown Sheet 03/05/2024

1. The topo survey has been completed. We may need to get the courts corner staked by the surveyor prior to construction.
2. This will need to be verified but the only permit we may need would be a for the construction of the shade structures on line #18.
3. Erosion control will most likely be required on the roadside of the construction site.
- 4, 5, 6. This pricing is from Peak Excavation. The numbers were based upon assumptions of the final grade of the courts. I feel these are realistic numbers but would need to be verified with the final topo numbers and the City of Chetek input prior to construction. We may also get some in-kind donations from Peak Excavation or Stout Construction to reduce this number as well. Dan Knapp has also mentioned that the City of Chetek may be able to provide some excavation and gravel work depending on the timing etc.
7. Monarch Paving Company has done most of the paving of courts in the local area and seems to be the most cost effective. Monarch did the Rice Lake courts and did in conjunction with some road work that was being done for the City of Rice Lake at the time. This reduced the costs of the court paving.
8. The concrete is for the sitting area between the asphalt courts and includes the sidewalk leading to the parking area. This is an allowance number based on the square footage. We may be able to reduce this cost with some in-kind donations of labor and or materials at the time of construction.
9. The court surfacing and striping number is from a company in Minnesota that has done several courts in this area over the last few years.
- 10, 11, 12. These prices are material allowance items for Pickleball and Tennis nets purchase directly from the supplier and an allowance item for the four basketball poles, backboards and hoops.
- 13 & 14. HS Fence numbers include the material and installation of the fencing and gates per the 03/05/24 Draft. HS Fence has also provided pricing for the four basketball hoops installation and the post sleeves for the six PB and one Tennis nets posts to be slid into. This allows for easy installation of nets in the spring and removal in the late fall after it is determined that outdoor play would be done for the season.
15. This number is for precut wind screening from All Court Fabrics. They cut the screening to our specifications. The installation is fairly easy and the plan would be for the pickleball club to install the screening.
16. The landscaping number is also an allowance item. This could be done by the pickleball club with perhaps some light grading done by the City of Chetek.
17. The parking lot asphalt and striping number is from Monarch Paving Company per the 03/05/24 Draft.
18. The shade structure is also an allowance item for the material and construction labor. Again, this could possibly be done by pickleball club volunteers if the timing works out and we get approval to do that from the City. Pictures and plans can be provided for the proposed shade structure priced out to determine the exact final plans and specs.

All these numbers will need to be priced out when we are closer to actual construction. This revised number would also reflect any changes the Parks may suggest to the 03/05/24 Draft.

CONSTRUCTION BREAKDOWN SHEET
Pickleball / Tennis / Youth Basketball
Sports Facility @ Gotham Park
Chetek, WI

03/05/24

BID

COST

<u>No</u>	<u>ITEM</u>	<u>SUB-CONTRACTOR/SUPPLIER</u>		
1.	Survey	CBS Squared	\$	1,500
2.	Permits	Included on Line Item 18	\$	-
3.	Erosion Control	Allowance	\$	200
4.	Excavate & Backfill	Peak Excavation	\$	4,927
5.	Trucking /Removal 1,500 Yds Fill	Peak Excavation	\$	5,539
6.	Stone/Sand/Compact - Drive & Courts	Peak Excavation	\$	13,850
7.	Asphalt Paving Courts	Monarch Paving Company 21,524 SF	\$	63,650
8.	Concrete - Sitting Area & Sidewalk	Approximately 2,568 SF @ \$8.50	\$	21,800
9.	Court Surfacing & Striping	Court Surfaces & Repair, Inc.	\$	29,275
10.	Pickleball Nets & Posts (6)	Allowance Pickleball Central	\$	5,400
11.	Tennis Net, Posts & Sleeves	Allowance	\$	800
12.	Basketball Posts & Hoops (4)	Material \$9,000 / Install HS Fence \$1,100	\$	10,100
13.	Fencing & Gates	HS Fence Company LLC 10' & 4' Fences	\$	34,849
14.	Ground Sleeves Installation	HS Fence Company LLC (6 PB / 1 Tennis)	\$	2,200
15.	Wind Screening	All Court Fabrics /9' Precut Black Screens	\$	4,285
16.	Landscaping	Allowance	\$	2,500
17.	Parking Lot & Striping	Allowance - 17 Spaces - 8,263 SF	\$	22,750
18.	Sitting Area Benches/Shade Structure	Allow.- Material & Picnic Tables \$6,000/ Labor \$3,000	\$	9,000

			\$	231,125
				=====

CONSTRUCTION BREAKDOWN SHEET

Pickleball Courts

Sports Facility @ Gotham Park

Chetek, WI

03/05/2024

PB ONLY

BID COST

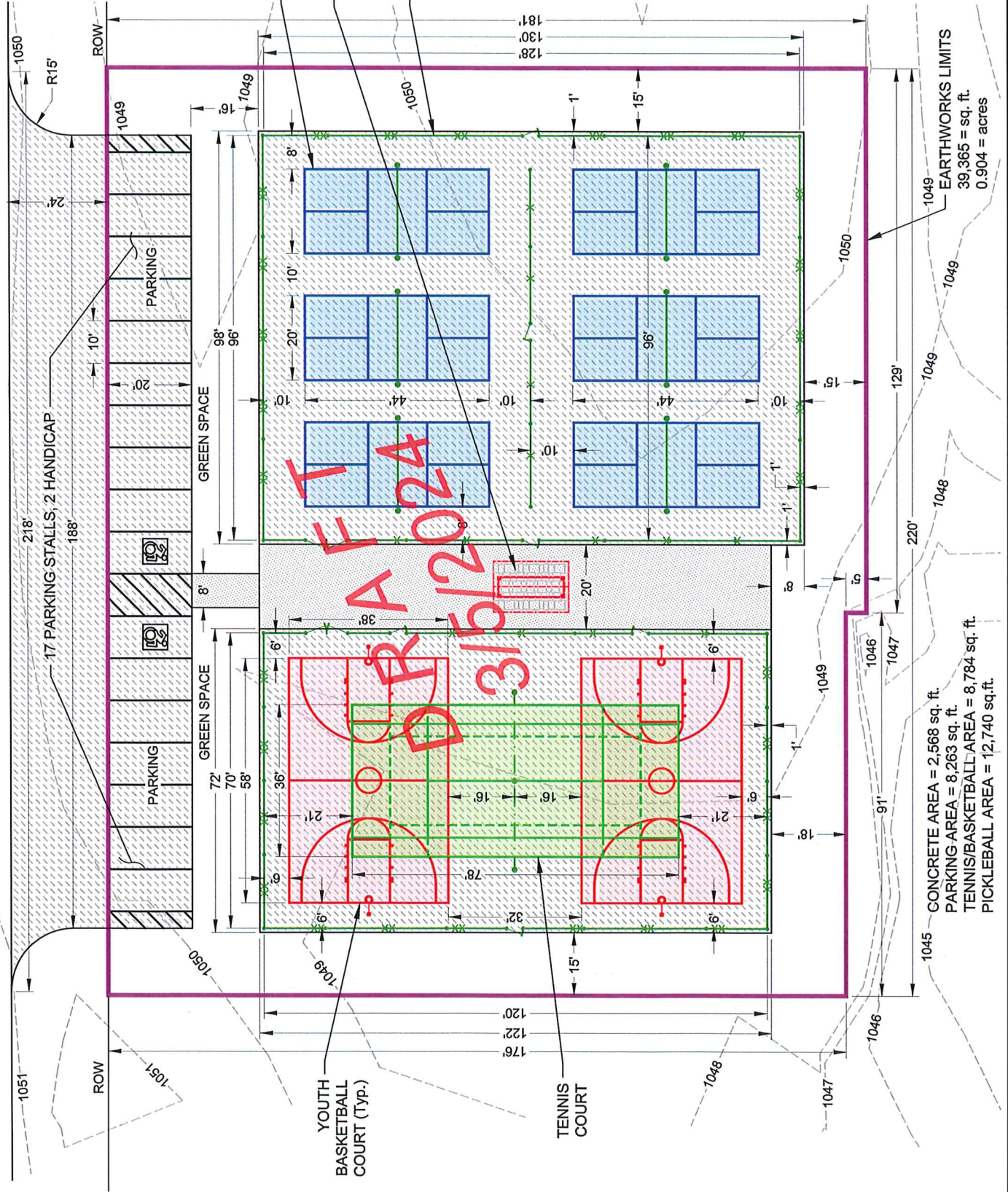
<u>NO</u>	<u>ITEM</u>	<u>SUB-CONTRACTOR/SUPPLIER</u>		
1.	Survey	CBS Squared	\$	1,500
2.	Permits	Included on Line Item 18	\$	-
3.	Erosion Control	Allowance	\$	200
4.	Excavate & Backfill	Peak Excavation	\$	3,607
5.	Trucking /Removal 1,500 Yds Fill	Peak Excavation	\$	4,050
6.	Stone/Sand/Compact - Drive & Courts	Peak Excavation	\$	10,138
7.	Asphalt Paving Courts	Monarch Paving Company 12,740 SF	\$	36,520
8.	Concrete - Sitting Area & Sidewalk	Approximately 2,568 SF @ \$8.50	\$	21,800
9.	Court Surfacing & Striping	Court Surfaces & Repair, Inc.	\$	19,000
10.	Pickleball Nets & Posts (6)	Allowance Pickleball Central	\$	5,400
11.	Tennis Net, Posts & Sleeves	Allowance	\$	-
12.	Basketball Posts & Hoops (4)	Material \$9,000 / Install HS Fence \$1,100	\$	-
13.	Fencing/Gates/Metal Casings	HS Fence Company LLC 10' & 4' Fences	\$	18,590
14.	Ground Sleeves Installation	HS Fence Company LLC (6 PB / 1 Tennis)	\$	1,885
15.	Wind Screening	All Court Fabrics /9' Precut Black Screens	\$	2,360
16.	Landscaping	Allowance	\$	2,500
17.	Parking Lot & Striping	Allowance - 17 Spaces - 8,263 SF	\$	22,750
18.	Sitting Area Benches/Shade Structure	Allow. - Material & Picnic Tables \$6,000/ LBR \$3,000	\$	9,000

			\$	157,800
				=====



NOT TO SCALE

CITY PARK DRIVE



- LEGEND
- 10 FOOT FENCE
 - 4 FOOT FENCE
 - BASKETBALL COURTS
 - TENNIS COURT
 - PICKLEBALL COURTS
 - CONCRETE PAVEMENT
 - ASPHALT PAVEMENT
 - EARTHWORK LIMITS



Gotham Park	
Pickleball / Tennis / Basketball Sports Facility	
Preliminary Site Plan	
Date: 3/5/2024	Sheet: 1
Scale: NTS	

EARTHWORKS LIMITS
39,365 = sq. ft.
0.904 = acres

CONCRETE AREA = 2,568 sq. ft.
PARKING AREA = 8,263 sq. ft.
TENNIS/BASKETBALL AREA = 8,784 sq. ft.
PICKLEBALL AREA = 12,740 sq. ft.

CHANGE ORDER NO.: 6

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:	03/12/2024	Effective Date of Change Order:	03/12/2024

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

<u>COR</u>	<u>Description</u>	<u>Total</u>
COR #20	<u>Headworks Damper</u> (RFI #88) – Furnish and install damper for headworks blower room.	\$9,421.22
COR #21R1	<u>Construction Bulletin 06</u> – Changes to electrical site plan to accommodate sand filter installation after building enclosure. SBR slab location and elevation clarification requiring coordination with earthwork contractor for construction.	\$5,895.51
COR #23	<u>Construction Bulletin 07</u> – Changes to sanitary line, sludge force main, UV Building HVAC & plumbing design. <ul style="list-style-type: none"> - Modification to UV building HVAC and plumbing design to improve function and operations. - Access hatches for main lift station and recycle lift station - Force main and sanitary cleanout realignment between SBR and reed beds. - Connections to site sanitary collection from headworks garage and SBR vault. 	\$54,215.81
COR #24	<u>Sump Ejector Electrical</u> (RFI #120) – Addition of J-Box and conduit for control of sump pump and floats located in grit room ejector pit.	\$6,588.89
COR #25	<u>Garage Flooring</u> Change (RFI #93) – Credit for changing garage flooring finish from polished concrete to epoxy flooring.	\$(5,395)
Total Change Order 06 Increase		\$70,726.43

Total increase: \$70,726.43

Attachments: COR20, COR21R1, COR23, COR24, COR25

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 19,942,000.00	Original Contract Times: Substantial Completion: November 15, 2024 Ready for final payment: November 15, 2025
Increase from previously approved Change Orders No. 1 to No. 5: \$ 1,092,659.31	[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 5: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: \$ 21,034,659.31	Contract Times prior to this Change Order: Substantial Completion: November 15, 2024 Ready for final payment: November 15, 2025
Increase this Change Order: \$ 70,726.43	[Increase] [Decrease] this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: \$ 21,105,385.74	Contract Times with all approved Change Orders: Substantial Completion: November 15, 2024 Ready for final payment: November 15, 2025

<p style="text-align: center;">Recommended by Engineer (if required)</p> <p>By: <u><i>J. McCarthy</i></u></p> <p>Title: <u>Project Manager</u></p> <p>Date: <u>3/8/2024</u></p>	<p style="text-align: center;">Accepted by Contractor</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p style="text-align: center;">Authorized by Owner</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p style="text-align: center;">Approved by Funding Agency (if applicable)</p> <p>_____</p> <p>_____</p> <p>_____</p>

NPIAS Update

The city has been approved to continue work on the NPIAS application. When NPIAS was first discussed with me the question was what will the biggest hold up be?

I then reached out to Gary Wilson, Assistant Manager at Chicago Regional Airport District Office. He let me know the biggest issue would be that we are too close to the Rice Lake Airport. We need to be 30 miles from the next NPIAS airport and we are only 12.6. He let me know that the DOT would have to approve that mileage. I then reached out to Mark Graczykowski, Airport Program Engineer WisDOT - Bureau of Aeronautics. He approved the location distance and let me know this would be a great benefit not only for the City of Chetek but the State of Wisconsin as well and any support we need, to please let him know. Gary Wilson, then reached back out to me to let me know that Mark had contacted him and he sent me next steps.

At the Airport committee meeting I informed attendees of this update and asked for volunteers/support from airport members on this project. Several attendees gave me their contact information and are more than willing to help this project move forward.

Personal Property

The state is ending personal property. With that being said all our parcels for the airport will now have an assessed value and we at the city will now receive a tax bill for what used to be the personal property expense on this land. We need to decide at council how we would like to handle the payment requirement from hanger lessors.

Option 1 - We can get each hanger assessed and it will cost approximately \$20,000.

Option 2 - We can come up with a percentage value based off what each individual was paying in personal property tax and include this in their annual fee amount.

Option 3 - We can split this into equal payments between all hangers-which the owners did not like.

Option 4 - Hanger lessors can pay to have their own hanger assessed and those who chose not to, the city will have assessed and assign the assessment bill to that hanger

The airport committee was informed of these options - it sounds like the consensus at the point of the meeting was to do a percentage based amount based off current personal property. Once we have the bill from the county we will then be able to spread out the payments on a percentage based amount and attach to their annual billing. This would need to be stated in the lease agreement.



Mark Eby <meby@cityofchetekwi.us>

Fwd: City of Chetek

2 messages

Dan Knapp <dknapp@cityofchetekwi.us>
To: Mark Eby <meby@cityofchetekwi.us>

Fri, Feb 23, 2024 at 9:11 PM

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

PLEASE NOTE NEW
EMAIL: dknapp@cityofchetekwi.us

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

From: <matt@shiltslandsurveying.com>
Date: Fri, Feb 23, 2024 at 3:57 PM
Subject: RE: City of Chetek
To: Dan Knapp <dknapp@cityofchetekwi.us>

Hi Dan,

I just was talking with the City of Barron about their hangers and some changes in the laws for taxing them. Is that what Chetek is dealing with as well?

What are you proposing to "define" the hangers. Are you looking to do a BFI document (something I hadn't even heard of before last week when talking with Barron) or are you looking at some other way of defining the hangers for separate ownership. Like a Condo plat and making the hangers units.

Let me know and then I can shoot you a price.

Matt Shilts

Professional Land Surveyor

**SHILTS LAND SURVEYING, LLC**2092 15th Avenue

Cameron, WI 54822

Phone: 715-651-5476

www.shiltslandsurveying.com

From: Dan Knapp <dknapp@cityofchetekwi.us>
Sent: Friday, February 23, 2024 12:46 PM
To: Matt Shilts - RLS <matt@shiltslandsurveying.com>
Subject: City of Chetek

Hi Matt,

We are looking for a price to survey 37 hangers at the Chetek Airport. I have attached a map. I would also like to get your thoughts on cleaning up the parcels that make up the entire airport property. Do you think it should be one parcel? Let me know your thoughts.

Thanks,

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

PLEASE NOTE NEW
EMAIL: dknapp@cityofchetekwi.us

Dan Knapp <dknapp@cityofchetekwi.us>
To: Mark Eby <meby@cityofchetekwi.us>

Wed, Feb 28, 2024 at 12:45 PM

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

PLEASE NOTE NEW **EMAIL: dknapp@cityofchetekwi.us**

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

From: <matt@shiltslandsurveying.com>
Date: Wed, Feb 28, 2024 at 11:22 AM
Subject: RE: City of Chetek
To: Dan Knapp <dknapp@cityofchetekwi.us>

Ok, keep me posted. I just started working with the City of Barron at their airport for some BFI descriptions. I have quoted them at \$400 pre building. So it would be pretty expensive at 37 buildings, but I just don't think I can draft up a map with the legal descriptions for each building for much less than that.

Matt Shilts

Professional Land Surveyor



SHILTS LAND SURVEYING, LLC

2092 15th Avenue

Cameron, WI 54822

Phone: 715-651-5476

www.shiltslandsurveying.com

From: Dan Knapp <dknapp@cityofchetekwi.us>
Sent: Monday, February 26, 2024 10:56 AM
To: matt@shiltslandsurveying.com
Subject: Re: City of Chetek

Hi Matt,

CHETEK AIRPORT LAND LEASE FOR PRIVATELY OWNED HANGAR

THIS LAND LEASE, made this ____ day of _____ 20____, between the City of Chetek ("Airport"), Land Lessor, and Private Owner of Hangar, ("Lessee.")

WITNESSED, that the lessor has demised and leased the land to the lessee on the Chetek Airport, located in the City of Chetek, the County of Barron, Wisconsin, which is known and described as **HANGAR SITE#**_____. ("LAND"). This land 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 \$_____ 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 the Consumer Price Index (CPI) plus 2%. Notice of any change shall be given by the City of Chetek by February 1 and the change shall become effective on March 1. This lease shall be automatically renewed at the then-established current rates established by Land Lessor on each February 1 for successive one-year periods, unless either party sends by mail or written notice of termination to the other party at least (30) days prior to the expiration of the then-existing Land Lease. The City shall not terminate this land lease without reasonable cause. Land Lease payment shall be made payable to the City of Chetek and delivered to 220 Stout Street, Chetek, Wisconsin 54728.
2. **Taxes.**
3. **Construction liens.** Lessor understands and agrees that Lessee may construct, own, occupy, and maintain an aircraft hangar on the Land. Any construction, repair, or maintenance shall follow all federal, state, and local laws, rules, regulations, and directives. Lessee shall not allow any lien to attach to the Land whatsoever and shall provide appropriate lien waivers within thirty (30) days of any written demand by the lessor. The hangar shall be occupied within (1) year from the date hereof. The owner can get a loan on building as long as there is no lien on land.
4. **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 a flyable aircraft or an aircraft in maintenance to make said aircraft flyable at the hangar. If a Lessee sells his/her hangar, the Lessee may not assign this land lease without the written consent of the City of Chetek. Such consent not to be unreasonably withheld. Indefinite storage of a non-airworthy aircraft is strictly prohibited (which will be evaluated on a case by case basis, at the recommendation of the Airport Committee and approval of the Common Council).
 - Storage:** Lessee owner shall store an aircraft and the necessary tools, equipment, and parts required for the service of the aircraft and petroleum and cleaning products used to support aircraft. Lessee owners can store personally owned items including immediate family's personal property. No explosives or fireworks may be stored in the hangar. All 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 crewmembers, however: hangars cannot be used for permanent or temporary residential use.
5. **Insurance.** Lessee shall obtain whatever insurance they desire as to the hangar itself and as to any personally stored items in the Hangar. The Land Lessor will not be responsible for and shall not insure any of the Lessee's guest or invitee's property.
6. **Inspection.** It is further agreed and understood that the agents of the Lessor may enter the Hangar to view and

inspect the Hangar at a mutually agreed time with the Lessee owner present. 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, with due legal process, agents of the Land Lessor may enter the Hangar and with due

legal process 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 received within thirty (30) days of their specified due dates shall be subject to a 2% per month surcharge thereupon for billing expenses.

7. **Utilities.** Lessee shall maintain and pay 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. At no time shall the Lessee use the utilities of the Lessor without the Lessor's prior written consent, nor shall the Lessee have its utility bill placed into the name of the Lessor.

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

Taxiway Construction. Lessee shall pay its pro-rata share of the cost incurred by Land 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 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 owner shall construct a taxiway at the 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 written specifications relative thereto from the Airport Committee.

- a. Pro-Rata Share. The pro-rata share identified in Section 7(a) of this Land 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.
- b. Ice, Snow, and Debris. Lessor shall keep the runways and taxiways reasonably free and clear of ice, snow, and debris.
- c. Grass/weeds. Lessee shall be responsible for removing weeds and mowing their 50% share of the area on either side of their hangar.

9 **Maintenance.** Lessee shall perform routine repairs and maintenance on the Hangar. The Lessor will inform land lessee of any repairs and/or maintenance required on hangar. Lessee owner will have 30 days to remedy the situation with the Lessor.

10 **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.

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

12. **Regulations.** Lessee agrees to assist the airport in complying with State airport laws and regulations.

13. **Covenant to Hold Harmless: Public Liability Insurance.**

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

condition of a building situated on the leased land, the leased land proper, or any equipment or appurtenance located thereon: or such claims as may result from an accident on or about the leased land, including any improvements thereon.

b. **Minimum Insurance.** Lessee agrees to carry and pay the premium for either 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 land, 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 the Lessor a certificate of said insurance as may be requested by Lessor from time to time. Such policy or policies of insurance shall not be canceled, discontinued, or altered unless Lessee first gives thirty (30) days written notice to the 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 the lease. Failure to provide this evidence within thirty (30) days of its due date shall, in addition to other remedies for default of the lease, subject the Lessee to a penalty of One Hundred Fifty Dollars (\$150.00) for each such failure.

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

15. Default of Remedies.

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

- (i) Failure to pay land lease payment within 30 days of its due date.
- (ii) Failure to do, observe, keep, and perform any of the terms, covenants, conditions, agreements, and provisions of this land lease for a period of thirty (30) days after written notice of such failure is given by the Lessor to the Lessee.
- (iii) 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 land; 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 to enforce the Lessor's rights under the land use laws of the State of Wisconsin.

b. **Remedies.** Upon the happening of any of the acts of default set forth above, Land Lessor shall have the right to elect one or more of the following remedies:

- (i) Lessor may terminate this Land Lease upon a specified date not less than thirty (30) 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 thirty (30) day period.
- (ii) If Lessee commits and act of default, Lessor may re-enter the premises upon a specified date not less than thirty (30) 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 thirty (30) day period. Such re-entry shall not be deemed abandonment by the Lessee owner.

- (iii) In the event of default under Wisconsin Land Lease Laws, Lessor may elect to accept rentals from any trustee, receiver, or other agent to occupy the leased land so long as said trustee, receiver, or another agent performs all of the other terms and conditions of this Land Lease.

In addition to the foregoing, Lessor shall have the right to exercise any remedy at law or for Land Lease as provided by the laws of the State of Wisconsin.

16. **Surrender Upon Termination of Lease.** Lessee shall vacate the leased land in the good order and repair in which such property is at the time this Lease is executed, ordinary wear and tear is expected.

17. **Miscellaneous.**

a. **Duplicates; Recordation.** The parties shall, at any time at the request of either one promptly executed duplicate originals of an instrument, in recordable form, which will constitute a short form lease, setting forth a description of the leased land, 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 Land Lease shall be construed to be a waiver of any succeeding breach of the same covenants.

c. **Arrears.** All arrearages in the payment of land lease or any other payment required by the Lessee under this Land Lease shall bear interest from the date when due and payable at the rate of six percent (9%) 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 them 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. **Rights: Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interrupted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement shall be interrupted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court or competent jurisdiction.

g. **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 Land Lessor: City of Chetek
220 Stout Street
Chetek, WI 54728

To Land Lessee:

Address:

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.

h. **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 a Land Lease.

i. **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 & Model of Aircraft: _____ Tail Number (if appropriate): _____

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, Land Lessor

By: _____ Date _____
_____, Mayor

By: _____ Date _____
_____, Clerk

By: _____, Lessee Date _____

By: _____, Lessee Date _____