

City of Chetek Common Council Meeting Agenda

Tuesday, September 10, 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

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

Announcement of closed session later in meeting – Wisconsin Statute 19.85(1)(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, act on closed session item, if any.

Motion to approve agenda

CONSENT AGENDA:

- A. Council minutes and city claims: *August Council*
- B. Department/Board reports as submitted - *Planning Commission-August, EDC-August, Airport-September*
- C. Resignations and/or appointments from boards/committees:
- D. General license/permits:

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

- E. Water Tower Logo/Painting Discussion
- F. Parks & Rec Fundraising update

NEW BUSINESS:

- G. Award Presentation by Chief of Police Department
- H. Preliminary approval to vacate alley per Planning Commission
- I. Resolution 2024-16 reallocate Airport Funds
- J. Remove Sec. 2-349 through 2-352 In Division 6 Knapp Haven Nursing Home Board from Ordinance per recommendation of Planning Commission
- K. Remove Sec. 26-330 through 26-338 in Division 4 Residential Rental Inspections from Ordinance per recommendation of Planning Commission
- L. Remove Comm. and add SPS 320,321,322,323,16 and 325 also add SPS 381 through 387 in Sec. 26-57 per recommendation of Planning Commission
- M. Remove Comm. and add SPS 323.04 and 323.11 to Sec. 26-93 per recommendation of Planning Commission
- N. Chetek Airport Land Lease for Privately Owned Hangar
- O. City Hall painting bids

- P. Clarification of Referendum Passed
- Q. Discussion of Appraisal for Ballfield and old WWTP
- R. WWTP update & motion on amount Dan can approve for WWTP change orders
- S. Approval of planting of 2 reed beds.
- T. Closed Session
- U. Act on Closed session item if any

Adjournment

Council Agenda- Recommendations

Under Old Business

E. in your packet is the extra amounts it would cost as to what the council would like seen on the water tower.

F. Mayor put this item on the agenda as the parks committee would like to give an update on their fundraising efforts.

New Business

G. This was put on the agenda by the Chief.

H. The Hassemer's came before the planning commission wanting to vacate part of the alley from 15th st to their property. They currently have 2 parcels and once approved will be billed \$200.00 for each abutting parcel. This is just a preliminary approval from council as they need the property surveyed and they have to pay for the survey and once the survey is finished I will need to put together a resolution for council to pass at hopefully the October meeting and there would be a public hearing prior to the council meeting. The planning commission has made the recommendation to council to approve the vacation of the alley.

I. Resolution 2024-16 is moving \$8,000.00 from the Airport Outlay to Airport expense for paying for the rest of the runway updates.

J. Remove Sec. 2-349 through 2-352 In Division 6 Knapp Haven Nursing Home Board from Ordinance. Since the City no longer owns Knapp Haven Nursing Home this section in our ordinance can be removed. This is an administrative change and does not require a public hearing. This is the recommendation of the Planning Commission.

K. Remove Sec. 26-330 through 26-338 in Division 4 Residential Rental Inspections from Ordinance. The state no longer allows the Building/Zoning Administrator to perform rental inspections so the Planning Commission is recommending that this be taken out of our ordinance. This is an administrative change and does not require a public hearing.

L. Remove Comm. and add SPS 320,321,322,323,16 and 325 also add SPS 381 through 387 in Sec. 26-57 Per Joe the state has redone some of their administrative codes and has taken out Comm and now has put in SPS which stands for Safety and Professional Services. This is an administration change and does not require a public hearing. The change is recommended from the Planning Commission to the Council.

M. Remove Comm. and add SPS 323.04 and 323.11 to Sec. 26-93. This is the same as item L and is an administrative change and does not require a public hearing. The change is recommended from the Planning Commission to the Council.

N. This was put on the agenda from Scott. The Airport Committee has approved the final draft of the lease and has made recommendations to forward to council for approval.

O. City Hall painting bids you can see there are 2 bids. It will be up to the council who they would like to go with. The painting is in the City Hall budget that Carmen put in last year at budget time. The recommendation of the Administrator is to go with the lower bid.

P. Clarification of referendum passed Scott put this on the agenda and would like some further clarification. The original question is highlighted in the packet as to the question that would be seen on the ballot in April of 2025.

Q. This was put on the agenda from Thea and the EDC in regards to getting an appraisal for the City ball field and also the old WWTP. There would be a savings if both were appraised at the same time. The cost would be approximately \$3,000.00 and would come out of the EDC budget.

R. WWTP update & motion on amount Dan can approve for WWTP change orders. This was put on by Scott for the update and the Administrator in regards to what Dan can approve for change orders as this will become a more frequent occurrence as we are nearing the end of the completion of the WWTP so Dan will not have to wait on approval of orders for the council meeting to occur.

Minutes of the City of Chetek Common Council Meeting held on Monday, August 12, 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: Marge Jost contacted the County Hwy commissioner about our traffic. Jeannie Anderson and Cathy Arneson talked in regards to the Gotham Park Sports Complex to give the council an update as to what has been going on and happening. They now have their donor sheets to print and also their brochure. They also have about 230 different names for possible sponsors. They also will have a nice metal side out there at Gotham Park.

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

Council minutes and city claims: July Council,
Department/Board reports as submitted - Joint Fire & Ambulance-June, Chetek Ambulance July, Chetek Fire Dist-July, Planning Commission-July, Airport-July
Resignations and/or appointments from boards/committees: Resignation of Donna Bachowski Parks Chair, Board of Review, Appointment of Paul Poppe Parks Chair
General license/permits:

Grover motion to approve the consent agenda. Hempel 2nd. Carried

Old Business:

Water Tower Logo/Painting Discussion: Clerk has reached out to Jana from SEH to get information on what the extra prices would be if we wanted to go with a couple colors or a logo on the water tower. We were informed that our initial contract has only lettering, one color and one sided print on the water tower. There was also discussion that we would have to have a decision in September or the latest Oct council meeting. There was also the discussion of what the public had picked out for what they would like the water tower to look like. They had 9 different options to choose from on the city's facebook page and had the option to comment as to which one they liked the most. We had over 200 responses from the public. Unfortunately we have to wait and see if we can go with one of those designs as all of the designs were not in the scope of the original contract for cost. This will be talked about again at the September council meeting.

New Business:

Hydroflites Close of Boat Landing: Friday August 16th for the buck up show and Sept 7th Show Ski open full closure of the Hydroflites Boat Landing. Matt Buchman was in attendance for the Chetek Hydroflites to let the council know why they would be closing the boat launch. They are requesting to close it for the day because if fishermen go out during the day they may not be back in time before the closure. They would also like to be able to have some camping by the airport. It would only be a small group and would only be tents and nothing else as far as travel trailers or motor homes. The 2nd thing that Matt talked about was for Sept 7th which is the Show Ski open. Hight did ask if someone from the hydroflites were at the top of the hill to help should they need assistance and they did. Bachowski asked if the August one would be just Friday and yes it would only be Friday night. Bachowski did say if they approved it that the airport manager would have to post a notam so it would be contingent for the camping part. Hight did ask about campfires and no one was aware that that ever happened. Hight motion to approve the closing of the boat launch and the camping if it is approved by Matt. Bachowski 2nd. Carried

Police Dept painting Estimates: The police dept received 2 quotes one from Matt's Painting for \$5,900.00 and the other from Barefoot Painter LLC from Ladysmith for \$8,142.00 was from Grover asked why wanted to paint the brick. Chief said it needs to be done. They have gotten new windows and time for an update. Grover also asked about painting and Chief said that it is more of a whitewash being done or a stain. Hight brought up that it used to be the old post office and has looked at the building and feels that there could possibly be an acid wash to the brick to make it look brand new and be cheaper than paint. Hights other concern is that the brick does not currently need any updates right now and if you paint or stain it then it would need regular upkeep. Hempel asked if it was in the budget and where it would come from. It was not in the budget and would need to come from outlay or his donations. Hempel also brought

up that the quotes are 2 totally different approaches to quotes. Hempel also said that it would be a nice idea for many of our buildings to be updated and look a lot nicer. Grover was questioning as the one quote says painting and staining and the other bid says just painting. Hempel said that she was wondering what was in outlay which is a little over 160,000.00. Bachowski would like them to get clarification that it is a staining Bachowski made a motion to accept Barefoot Painters bid for the staining of the police dept. Hempel 2nd. Hight voted no. Carried.

Resolution 2024-15 authorizing the issuance and sale of up to \$1,526,529 water system revenue bonds, series 2024, and providing for other details and covenants with respect thereto. Clerk said that this is like our other bonds that we have done in the past. This one is for the water tower. Hempel made a motion for Resolution 2024-15 authorizing the issuance and sale of up to \$1,526,529 water system revenue bonds, series 2024, and providing for other details and covenants with respect thereto. Bachowski 2nd. Carried.

Discussion City Ball Field: Hempel wanted to have this on the agenda so we can clear any rumors that may be going on in the city in regards to the city selling the ball field. There has been a request if the city is interested in selling the city ball field from someone that would like to do mini golf and potentially other things. The EDC is not in favor of selling the ball field at this time as it would impact the school and our city youth. The sale of the ball field has come up in legitimate discussions and rumored discussions that come up in rolling discussions. Hight asked if the people that are looking at it if it would be a for profit business and it would be. Bachowski says he loves the idea of selling the ball field but if and when it were to be sold we would have to rebuild that ball field with the proceeds and would have to be put somewhere. Grover said that unfortunately a new ball field could not be built in the Gotham Park area. It was also said that the ball field has never been officially for sale. The consensus was from the council that at this time the city is not interested in the selling of the ball field and that when they are there are multiple different things that would have to take place prior to a final closing on the property.

Parks Outlay account referendum question: Hight brought this up in Jan and would bring it up again for the November ballot. Hight was stating that all he is asking for is to ask the taxpayers about the money that landed in the outlay account. Hight has had many people ask him about the money. Grover has said that he has had comments from Ward 2 and different people have said that the city just spends money. Bachowski has said that this was just a placeholder for that money and none of it has been spent. Bachowski also feels that the committee that has been doing a good job will be able to raise the funds. Hempel said that she wishes that they were farther along in their fundraising efforts. Hempel wanted to wrap everything together and she does not disagree with a referendum question but not right now because they are still fundraising and would be more prudent in the spring. Hemepl also has heard that some people's feelings are on both sides. Hight makes a motion that we adopt the lower question for the ballot in November 5th. Grover 2nd. The mayor asked for further discussion. Hempel said the agenda reads the wording of and election date of which she would be happy if it was in the spring. Grover also agreed to that. Bachowski said in regards to the treatment plant we would soon not meet the grading of the treatment plant and raising rates would be cheaper than getting fined from the DNR. Hight then said that he would amend his motion to say the spring election and the bottom example. 2nd Grover Roll call vote Bachowski- no Grover-yes Hight -yes Hempel-yes. Carried.

Closed Session: Bachowski made a motion to go into closed session. 2nd Hight. Roll call vote Bachowski-yes, Grover-yes, Hight-yes, Hempel-yes. Carried

Grover made a motion to go out of closed session. Bachowski 2nd. Roll call vote Bachowski-yes, Grover-yes, Hight-yes, Hempel-yes. Carried.

Hight made a motion to approve the operator license presented in closed session. Bachowski 2nd. Carried.

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

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

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

A regular meeting of the Planning Commission for the City of Chetek was called to order at 6:00 pm on August 15, 2024 by Mayor Jeff Martin.

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

Also present was Mark Eby, Planning Commission Secretary, Building Inspector Joe Atwood, City Treasurer/Administrator Laura Stelzner, Airport Manager Matt Hutzler, Mr. & Mrs. Hassemer of 1100 15th St, & Justin Larson 1784 Elizabeth Lane.

Compliance with the open meeting law was verified.

Joe would like to move Mr. Larson's plan for his shipping container to the top of the agenda after the Hassemers so he would not have to sit through the whole meeting unless he wanted to.

Mark Etten made a motion to approve the prior month meeting minutes. 2nd by Tim Esselman
Motion carried.

1) Discussion/Possible Action: Approve or not approve alley vacate at 1100 15th St for Hassemer and forward recommendation to council:

Hassemers are coming before the planning commission to vacate part of an alley that is by their property. A map was shown where they would be vacating the alley. The vacation of the alley needs to go to the planning commission first and forward to the council for the vacation. If approved the vacation of the alley would then be split between the 2 parcels. Hassemers are responsible for the certified survey that will need to be done. They may use anyone that is a certified surveyor. Ayers made a motion to approve the vacation of the alley and forward to the City Council. Swangim 2nd. Carried

2) Discussion/Possible Action: approve or not approve Justin Larsons plan and set a finish date for the shipping container that was placed on the property without City Approval.

Justin Larson was asked to come back before the commission to give his plan on how he could make his shipping container aesthetically pleasing. He stated that he wanted to do a concrete approach, do a sloped roof off the top and do some kind of siding on the structure. The commission would like him to come back in September to the commission and present his drawings to the commission so they know exactly what it would look like so there is no she said he said. He would like 90 days to complete the project but could do 60 days if needed. That decision would be up to the commission as to what they would like to set for a time frame. Mark Etten made a motion to have Justin come back to the September meeting with his plans on paper. Ayers 2nd. Carried

3)Discussion/Possible Action. look at future ordinance changes and forward recommendations to the council.

1) Repeal Division 6 Knapp Haven Nursing Home Board Sec. 349-352

Joe talked about this and we no longer own the nursing home so there is no reason to have this board in our ordinance any longer. Dave Swangim made a motion to recommend to council to repeal division 6 Knapp Haven Nursing Home Board Sec. 349-352. Mark Etten 2nd. Carried

2) Repeal Division 4- Residential Rental Permits and Mandatory Inspections Sec. 330-338

Joe discussed this and the state no longer allows you to do rental inspections. Del Wacker made a motion to forward the repeal of division 4- residential rental permits and mandatory inspections sec. 330-338. Shawn Ayers 2nd. Carried

3) Text amendment- change Comm. 20, 21, 22, 23, 16 and 25 to SPS 320, 321, 322, 323, 16 NEC, 325 and add SPS 381-387 in Sec. 26-57 Adoption.

Joe said that the state has changed the letters from NEC and have now made them SPS. This is just changing the lettering from NEC to SPS. Tim Esselman made a motion to change the text amendment of Comm. 20, 21, 22, 23, 16 and 25 to SPS 320,

321, 322, 323, 16 NEC, 325 and add SPS 381-387 in Sec. 26-57 Adoption. Mark Etten 2nd. Carried

4) Text amendment- change Comm. 23.04 and 23.11 to SPS 323.04 and 323.11 in Sec. 26-93 Class A chimney required.

Joe said this is the same as the text amendment change from the previous one of changing to SPS. Shawn Ayers made a motion to approve the text amendment change Comm. 23.04 and 23.11 to SPS 323.04 and 323.11 in Sec. 26-93 Class A chimney required. Mark Etten 2nd. Carried.

5) Text amendment- possible change in total sq. ft. from 1,200 to 1,500? in Sec. 26-151 Location of detached garages and accessory buildings.

Joe discussed this and said that when he first started the city ordinance was 900 sq ft and back in 2009 he went to the commission to ask for an increase from 900 to 1200 sq ft. When he decided to come up with the difference from 900 to 1200 he took average size lots in the city back in 2009. Shawn did some research on properties in the city and had some different ways that they could change the ordinance that there could possibly be different sizes per what the size of the parcel is. Shawn will work on drafting some stuff to discuss. There was some discussion after seeing this and decided that the commission would like to table this change to the October meeting when Shawn can present some findings as to possibly be able to make it fair around the city. Mark Etten made a motion to table this to the October meeting. Del Wacker 2nd. carried.

6) Text addition- add R-2 and R-3 to Sec. 26-151

Joe would like to add R-2 and R-3 to this section as there are currently no requirements as far as size or height for anything that is in either R-2 or R-3 districts. Mark Etten made a motion to table this to the September meeting when the commission can think of that a little bit more. Del Wacker 2nd. Carried.

7) Text addition- add the following to Sec. 26-151 (2)

There was discussion of different language between non conforming structures. Joe would like to add this to the following section **Detached accessory buildings shall not be located less than five (5) feet from any residential building nor closer than five (5) feet to an alley, except that when the accessory building is a garage that has its entrance facing the alley, the rear yard setback shall be 20 feet for the garage. All other structures not involving an alley or a garage shall be a minimum of three (3) feet from the property line.** Shawn would like to know how many empty lots are on alleys and also would like to show how many could possibly be built on. Mark Etten made a motion to table the text addition till we can review the asked for information. Tim Esselman 2nd. Carried.

8) Text addition- look at Sec. 118-86 Airport District and discuss overnight sleeping in hangers.

Joe was asked to address sleeping in hangers. Currently according to our ordinance there is to be no sleeping in the hangers. There has been some discussion during Airport Commission meetings that the hangar owners would like to see it changed to where they may be able to sleep and or rent and or air bnb the hangar living quarters out. Joe said that even in order to do this they would have to follow building codes and all UDC codes. The airport manager said that he would like to take out the restriction of how long actually one person could stay in their hangar out of the ordinance. Mayor said that this has come up in the past as at one time there was one person living there in their hangar and using it as their prime dwelling. At the last airport meeting there was discussion as to how many days they could stay 30 or 60 days. Shawn Ayers made a motion to table hanger residence discussion till Sept 2nd. Mark Etten 2nd. Carried.

Discussion/Possible Action: recommend or not recommend to City Council to pass the shoreline provisions ordinance as written

Del had a question in regards to sec 118-322 and was talking about existing structure and impervious surfaces. 118-322 should go back to 200 not the 300 that was shown in the ordinance. 118-323 there was discussion in regards to the vegetative buffer zone. After discussion it was decided to keep what was written. Then there was talk in regards to what shoreland means. It was decided that we put City Shorelands instead of just shorelands. There was discussion to change following distances from the ordinary high water mark of navigable waters as defined in S 281.31(2)(d) that says 1000 ft from a lake and change that to 200 feet from a lake. Also want to take out the state statute completely out of there. Also make 300 to 200 feet from a river. So the Shoreland definition will read as follows: City shorelands means the area within the following distances from the ordinary high water mark of navigable waters. 200 feet from a lake, 200 feet from a river, stream or to the landward side of a floodplain, whichever distance is greater. Del made a motion to table the shoreland zoning ordinance to the Sept meeting to see a final version. Mark Etten 2nd. Carried.

Motion to adjourn by Mark Etten 2nd by Del Wacker. carried meeting adjourned at 7:32pm

Next Meeting September 19, 2024

Respectfully Submitted Mark Eby

City of Chetek
Meeting: Economic Development Committee
Tuesday, August 6th, 2024 (Noon meeting -Red's)
Chairperson: Ward 4 Alderwoman, Thea Hempel

Members:

Jessica Clark A
Dan Knapp Sr. x
Rick Meskers x
Jennifer Blatz x
Travis Turner A
John Flor x

Call Meeting to Order

Roll Call

Approve Minutes from last meeting

Old Business:

New Business:

 Updates on seeking and selling businesses

Priorities and Task Assignments

 EDC Members property assignments

Other Items

Adjourn

MINUTES

The meeting was called to order at 12:04pm Motion: Dan Knapp, Sr. Carried: John Flor

Attendance is indicated in the above agenda. In addition to the members present, the meeting was joined by Coty Link (a private citizen) and Joe Atwood, City of Chetek Building Inspector.

Meeting Minutes from the prior meeting were approved. Motion: Rick Meskers Carried: Dan Knapp, Jr.

Old Business: None

New Business:

The property spreadsheet was reviewed and discussed. Significant discussions included the following.

- With informal offers on both the ballfield and the old WWTF, we feel it is best to get an official appraisal on both properties.
- We are happy that the bakery/ice cream shop will be going forward
- Sheet Metal and Core Products are sticking to their asking prices.
- BSR has significant issues related to liens. Joe Atwood indicated that he is not allowed in because of legal matters. The property is being fined regularly due to garbage on the outside of the property. Thea and Joe will follow up. Joe can get a Special Search warrant to enter the building. This will be followed up on.
- Coty Link discussed his current situation regarding legal matters on the Knapp Street property an is open to ideas for its development when they are resolved.
- Bob's Auto remains under a significant tax lien.
- Joe Atwood provided the EDC with excellent GIS descriptive maps for the purposes of discussion.
- Seeking properties include Chief Electric and Jenna's Embroidery business.
- The mini golf proposal was shown to the EDC.
- Members are asked to update the spreadsheet as information becomes available

The meeting was adjourned at 12:59 pm. Motion: Dan Knapp, Sr. Carried: John Flor

Minutes of the Hearing of the Airport Committee of the City of Chetek held on September 4, 2024 at 5:30p.m.

City of Chetek – Airport Committee Meeting Minutes – September 4, 2024

A meeting of the Airport Committee for the City of Chetek was called to order at 5:30 pm on September 4, 2024 by Scott Bachowski .

Present were Scott Bachowski, Judd Koenitzer, Steve Lind, Dr. Thalacker, Matt Hutzler, and Robert Tchop

Scott Bachowski opened the meeting as with a statement of the lease we have been working on this year as nearing completion. He asked for any remaining comments to be stated. Steve Lind highlighted section 28 remedies and the wording. After discussion primarily between Steve, Dr. Thalacker, And Robert Tchop it was decided that the wording was acceptable. Next, Steve highlighted section 4, rent. We discussed CPI and averages were provided by Laura Stelzner. Conversation between Dr. Thalacker and Steve Lind showed the concern for the current CPI versus previous year CPI. Since our lease is determined in December we will use the prior year CPI which was then added to the lease agreement.

Scott Bachowski noted that December was spelt incorrectly that change will need to be made as well. Next, Judd Koenitzer stated that he was not in support of the lease, that he believed the lease to be too long and have too many issues. Scott asked for specifics which were not provided outside of the lease having too many ways to get hangar owners in trouble, and always be in default. At that point Scott asked the committee where everyone else was at with the lease. Scott asked for a vote, Steve, Robert, Dr. Thalacker and Matt all yes. Judd no. Lease will be passed to council on September 10, 2024 for final approval.

We then discussed the airport manager duties. All duties under #1 accepted, with Matt noting that Dan will also be assisting in the airport budget this year. #2 print monthly fuel transactions for City hall to be stricken as this is done by the Deputy Treasurer at City Hall, and it was noted that Mark Lenbom does assist with the fuel system. #3 all duties accepted. #4 airport committee meeting / agendas to be completed by Scott Bachowski and Laura Stelzner, stricken from airport manager duties, as well as credit card company rates/fees as this is completed by the Deputy Treasurer as well. After discussion on wild geese, it was decided to add wildlife control permits to #4 as well as updating the committee on any lease issues.

Finally, Matt Hutzler spoke on the new approach and why it did have to be changed. He listed the options the FAA had given him option 1 accept the change, option 2 city to accept liability if someone were to hit the water tower, option 3 do not build a new water tower. Matt stated we will be going with option 1. Please use your radios, it will be in the updated FAA booked in October.

Mayor Jeff Martin addressed the committee and thanked everyone for their hard work on the land lease, and encouraged everyone to keep up the good work.

Meeting adjourned at 6:18 pm.

September 5, 2024

Mayor Jeff and Members of the City Council,


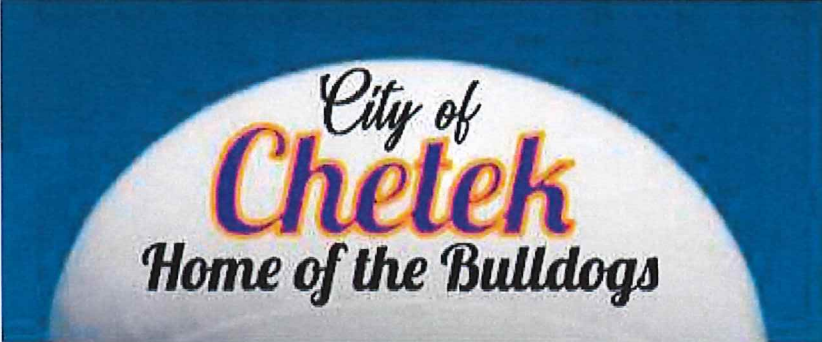


I thought I would send a positive shout out note to you, to let you know what a GREAT job Laura, Mark, and Brandy are doing. They have a positive working relationship with each other and all of the other city employees and they are always just a text or email away if something is needed.

They have been taking a lot of classes this year and that is an AWESOME thing to do, getting up to date with regulations etc.

So I just wanted to include you in the shout out, I have talked with Laura, our City Administrator, about what a great leader she is and how well she is liked by many, also how great the 3 of them are working together. She is also a very thoughtful person to the employees.

Thank You

Donna Bachowski
Director of the Chetek Community/Senior Center
Sexton of Chetek Lakeview Cemetery

	<p>Free with a 45 day extension</p>	<p>Cost for 2nd single-color logo Free w/45 day extension</p>
	<p>Cost for multi-color logo \$2,000.00 and a 45 day extension</p>	<p>Cost for 2nd multi-color logo \$4,000 and 45 day extension</p>
	<p>Cost to add pelican to single-color logo Free w/45 day extension</p>	
	<p>Cost to add bands of color around the tank (in addition to logo(s)) \$12,000 and 45 day extension</p>	

REQUEST TO VACATE STREET/ALLEY

Person requesting: Corinne Hassemer

Address 1100 15th St Phone _____

List of public utilities affected: None for City

List: Street/Alley requesting to be vacated (highlight on the attached map)

Street _____ from _____ ending _____

Alley _____ from 15th St ending at Property line

A fee of \$200.00 for each abutting parcel will be assessed upon approval of vacation

Signature Corinne Hassemer date _____ Printed name Corinne Hassemer

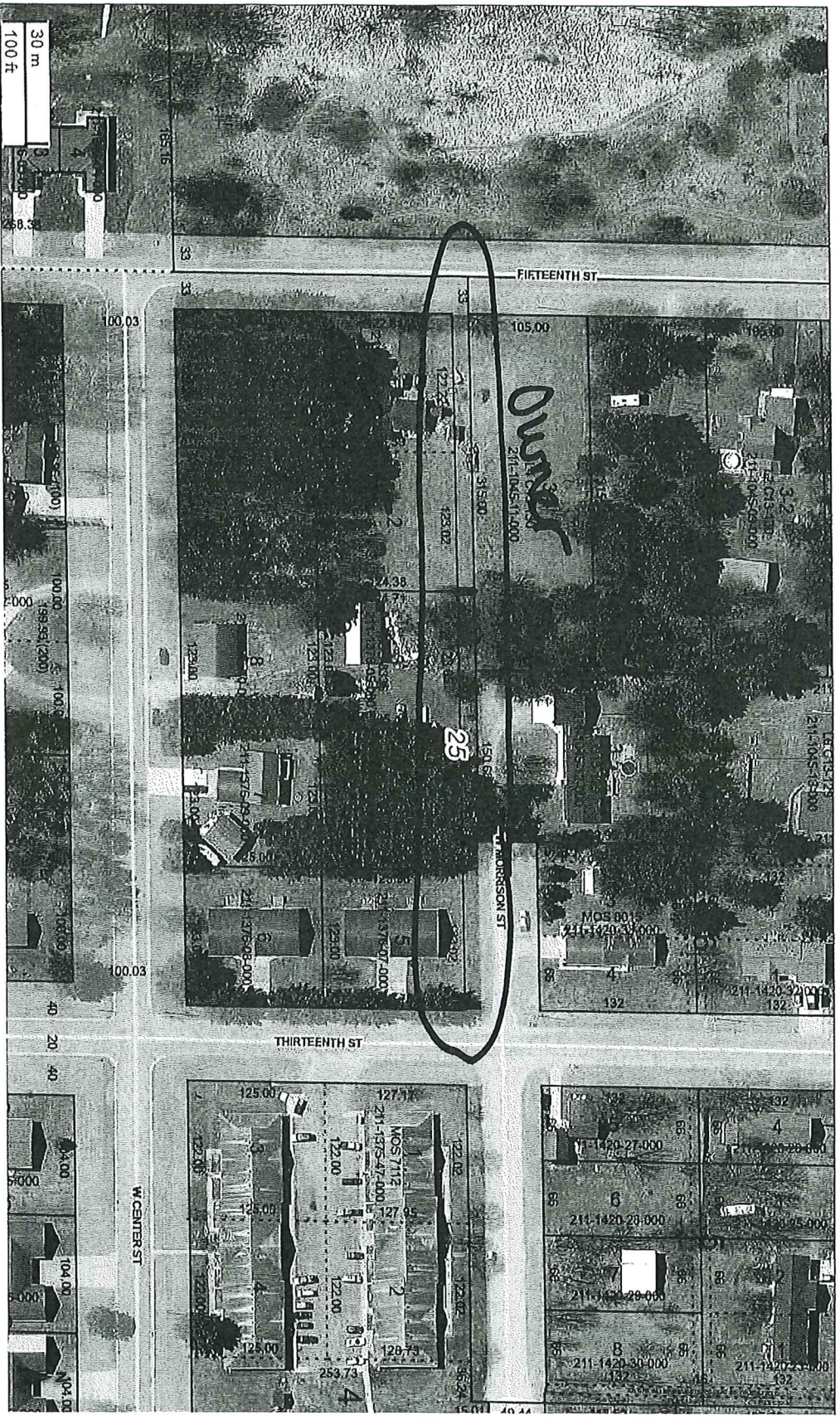
LIST OF PROPERTY OWNERS AFFECTED – every owner needs to be contacted or request will be denied.

Address	name	signature	date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Initial council meeting _____ Hearing date _____ notices mailed to property owners _____

Routed to Public Works _____ Council approved _____ denied _____

Fee billed in accounts receivable _____



DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

Date created: 8/15/2024

Last Data Uploaded: 8/15/2024 6:06:31 AM

Developed by



Schneider & Co.

Resolution 2024-16

WHEREAS, expenses in some accounts will exceeded the budget; and,

WHEREAS, outlay funds need to be appropriated to cover expenditures;

WHEREAS, outlay balances shall be moved to accounts that exceeded the budget;

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 Treasurer be authorized to adjust budget funds as outlined below:

Appropriate revenues:

Airport Expense	100-53510	\$8,000.00	
Airport Outlay	100-57351		\$8,000.00

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

CITY OF CHETEK

By: _____

Jeff Martin, Mayor

Attest: _____

Mark Eby, Clerk

Passed: September 10, 2024

DIVISION 6. - KNAPP HAVEN NURSING HOME BOARD

Sec. 2-349. - Appointment.

The Knapp Haven Nursing Home Board shall consist of seven persons. Such members of the Board shall be appointed by the Mayor, subject to Council confirmation, for a three-year term of office. At least one member shall be a Councilmember or other City official if no Councilmember is able to serve.

(Code 2005, § 2-4-6(a))

Sec. 2-350. - Compensation.

Members of the Board shall not be compensated.

(Code 2005, § 2-4-6(b))

Sec. 2-351. - Duties and powers.

(a) The Knapp Haven Nursing Home Board shall have the duty and power to set rates for the patients in the municipality-owned and operated nursing home in the City, establish policies of operation of said nursing home, and in general be responsible for the operation and maintenance of said nursing home.

(b) It shall be the Board's duty to hire a duly authorized and licensed administrator.

(Code 2005, § 2-4-6(c))

Sec. 2-352. - Officers.

The Board shall elect a chairman who shall serve for a term of one year.

(Code 2005, § 2-4-6(d))

Secs. 2-353—2-375. - Reserved.

DIVISION 4. - RESIDENTIAL RENTAL PERMITS AND MANDATORY INSPECTION

Sec. 26-330. - Definitions.

The following words, terms and phrases, when used in this division shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building Code means the City of Chetek building, electrical, heating, ventilating and air conditioning, plumbing and fire codes and all State codes and uniform dwelling codes adopted as part of Chapter 26 of this Code.

Let means to give the use of a dwelling or dwelling unit by an owner or manager to a tenant in return for rent.

Rent means to lease, sublease, to let or to otherwise grant for a consideration the right of a tenant to occupy housing not owned by the tenant. To rent to a tenant includes any scheme or device, which does not provide for possession of the property by the true beneficial owner so that the property is owner-occupied household.

(Ord. No. 718A, § 1, 6-14-2011)

Sec. 26-331. - Mandatory inspections.

Mandatory inspections shall be required for all rental units owned and operated as a residential rental housing unit (up to three units in a building).

- (1) *Failure to allow or refusal of inspection.* If an owner, occupant, or other person in charge of a dwelling, dwelling unit or a multiple dwelling fails or refuses to permit free access and entry to the structure or premises, or any part thereof, for an inspection authorized by this section, the enforcement officer may, upon showing that probable cause (as the term is defined in *Camara v. Municipal Court*, 387 U.S. 523, (1967)) exists for the inspection or for the issuance of an order directing compliance with the inspection requirements of this section with respect to such dwelling, dwelling unit or multiple dwelling, petition and obtain an order to inspect and/or a search warrant from a court of competent jurisdiction. Except as specifically authorized to the contrary by the court in exigent circumstances, search warrants under this section shall be executed at reasonable times and after reasonable day's written notice of the date and time of the inspection authorized by the warrant. The notice of inspection shall articulate the scope of the inspection. An authorized representative of the property owner shall be present on the premises during inspections; however, failure of a property owner to comply with this requirement shall not deprive the City of the authority to inspect.

(2) *Scheduled inspections.* The City has established a five-year revolving inspection schedule of all residential rental units. The Building Inspector shall provide written notice of the date, time, and purpose of the inspection to the owner, owner's agent or manager at least ten days prior to the required inspection. Units that have passed inspection or complied with all order to correct during the first five-year cycle, will be re-inspected during the next five-year cycle. Notwithstanding, units may be reinspected randomly, when a complaint is received, or probable cause of substandard building or unit exits, or an inspection is requested by the owner, owner's agent or manager of such unit. During an emergency, the building inspector may enter a premise without prior notice and with the assistance and cooperation of the Director of Public Works, Fire Chief or Police or their designees as may be required.

(Ord. No. 718A, § 1, 6-14-2011; Ord. No. 726A, § 1, 2-14-2012; Ord. No. 750A, § II, 9-8-2015)

Sec. 26-332. - Failure of an inspection.

If a rental unit fails inspection for any reason, the unit shall be brought into compliance, reinspected and shall pass reinspection. If a rental unit does not pass inspection that unit may be inspected during the following calendar year and each subsequent calendar year until it passes on a single inspection. Reinspections shall be performed as described in Section 26-331(b). Upon inspection and finding a violation the Building Inspector shall notify the owner, manager or owner's agent in writing to correct the violation. The owner or manager may request an additional or voluntary inspection of a unit at any time after first paying the fee prescribed for inspections or reinspections.

(Ord. No. 718A, § 1, 6-14-2011; Ord. No. 726A, § 1, 2-14-2012)

Sec. 26-333. - New construction.

The first mandatory inspection of a new rental unit may be waived by the inspector for a period of up to five years after the initial, original certificate of occupancy is issued for such new rental housing unit.

(Ord. No. 718A, § 1, 6-14-2011; Ord. No. 726A, § 1, 2-14-2012)

Sec. 26-334. - Owner information and availability requirements.

The owner of rental dwelling units shall provide to the Department of Building and Inspections such information as the address of the property, the number of units and their address, name, and current address of the owner of the property, the owner's local agent or manager, and a current address where all correspondence may be mailed. The information shall also include a listing of current telephone numbers at which the owner, owner's agent and manager can be reached and a response received within 48 hours. The owner or their representative of a rental housing unit shall be available via telephone and shall designate an

authorized local agent residing within 30 miles of the City of Chetek limits with the authority to take whatever actions are necessary with respect to the rental property. Newly converted units must be inspected within 15 days of the conversion date.

(Ord. No. 718A, § 1, 6-14-2011)

Sec. 26-335. - Fees.

Fees for rental inspections are in the amount established from time to time by the common council and maintained in the fee schedule available in the City Clerk's Office.

(Ord. No. 718A, § 1, 6-14-2011)

Sec. 26-336. - Reserved.

Editor's note— Ord. No. 750A, § 1, adopted Sept. 8, 2015, repealed § 26-336 which pertained to transfer of ownership and derived from Ord. No. 718A, § 1, adopted June 14, 2011.

Sec. 26-337. - Responsibilities of owners.

Owners shall be responsible to abate nuisances and maintain their property in accordance with the provisions of this section even though an obligation may also be imposed on the occupants of the building. Every owner of a dwelling containing two or more dwelling units shall be responsible for maintaining any shared or public area of the dwelling and premises thereof. Residential rental units shall conform to minimum safety and health standards in accordance with the City of Chetek Building Code.

(Ord. No. 718A, § 1, 6-14-2011)

Sec. 26-338. - Enforcement.

The Building Inspector is hereby authorized to enforce or cause the enforcement of all the provisions of this section.

(Ord. No. 718A, § 1, 6-14-2011)

Secs. 26-339—26-345. - Reserved.

Sec. 26-57. - Adoption.

- (a) The following administrative code provisions, known as the Uniform Dwelling Code, are hereby adopted and by reference made a part of this chapter as if fully set forth herein:
- (1) Wis. Admin. Code ch. Comm 20. Administrative and Enforcement.
 - (2) Wis. Admin. Code ch. Comm 21. Construction Standards.
 - (3) Wis. Admin. Code ch. Comm 22. Energy Conservation Standards.
 - (4) Wis. Admin. Code ch. Comm 23. Heating, Ventilating and Air Conditioning.
 - (5) Wis. Admin. Code ch. Comm 16. Electrical Standards.
 - (6) Wis. Admin. Code ch. Comm 25. Plumbing and Potable Water Standards.
- (b) Any act required to be performed or prohibited by an Administrative Code provision incorporated herein by reference is required or prohibited by this chapter. Any future amendments, revisions or modifications of the Administrative Code provisions incorporated herein are intended to be made part of this chapter to secure uniform statewide regulation of one- and two-family dwellings in the City.
- (c) A copy of these administrative code provisions and any future amendments shall be kept on file in the City Clerk-Treasurer's Office.

(Code 2005, § 15-1-3(c)(8))

Sec. 26-93. - Class "A" chimney required.

All residential buildings shall be required to have a Class "A" chimney, except as provided in Wis. Admin. Code §§ Comm 23.04 and 23.11.

(Code 2005, § 15-1-15)

CHETEK AIRPORT LAND LEASE FOR PRIVATELY OWNED HANGAR

THIS LAND LEASE, made this _____ day of 20____ (“effective date”), between the City of Chetek (“Lessor”), and Private Owner of Hangar, (Lessee.”)

RECITALS

WHEREAS, the Lessor owns and operates an airport known as the Chetek Southworth Municipal Airport (“Airport”) and Lessee is desirous of leasing from the Lessor a parcel of land for the purposed of a hangar at the Airport, hereinafter more fully described; and

WHEREAS, the Lessee shall conduct only such aircraft maintenance on the aircraft as performed by the Lessee or by regular employees of the Lessee.

AGREEMENT

NOW THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessee does hereby lease from the Lessor the following land rights and easements on and to the airport upon the following terms and conditions.

1. **Leased Land.** Lessor shall herby lese to Lessee Hangar Site # _____ (“Leased Land”).
2. **Term.** There lease period is for a term of Twenty (20) years (the “Term”) commencing on the effective date and terminating after the expiration of the Term.
3. **Renewal.** At The termination of the aforesaid term, this Lease shall automatically continue on a year-to-year-basis, until either party gives written notice of the intent to terminate the Lease, to the other party, at least 60 days prior to the termination date or any anniversary thereof. All terms and conditions of this Lease shall remain in full force and effect during the continuation of this Lease, except that the Lessor may increase the rent as provided below.
4. **Rent.** Lessee agrees to promptly pay the City of Chetek in advance an annual rental fee of \$ _____ (the “Rent”) on or before the first day of each year hereof. The Rent amount may be reviewed and changed annually, on a calendar year basis, by the City of Chetek. However, no single increase shall exceed the previous year CPI plus 2% maximum 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, Payment of Rent shall be made payable to the City of Chetek and delivered to 220 Stout Street, Chetek, Wisconsin 54728.
5. **Utilities.** The Lessor shall be responsible for payment of all of its own utility expenses (gas, electric, telephone, heat, etc.) and 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 bills placed into the name of the Lessor. Lessor will allow Lessee to bring in any utilities at the cost of the Lessee.
6. **Hangar Use.** Upon completion of the construction of the hangar, the hangar shall be used for an aeronautical purpose such as:

- a. Storage of flyable aircraft;
- b. Shelter for maintenance, repair, or refurbishment of aircraft but not the indefinite storage of non-operational aircraft;
- c. Storage of aircraft handling equipment, (e.g. tow bar, glide tow equipment, work benches, tools and materials to service aircraft); and
- d. Storage of materials related to an aeronautical activity (e.g. balloon and skydiving equipment, office equipment, teaching tools).

Provided the hangar is used primarily for an aeronautical purpose, Lessee may store non aeronautical items in the hangar provided they do not;

- a. Violate building codes or other local ordinances.

Lessee shall not conduct non-aeronautical business activities out of the hangar nor store items in support of a non-aeronautical business.

At no time shall the Lessee store any flammable material (except for fuel and maintenance materials), nor shall the Lessee store explosives or other dangerous or hazardous materials, in or around the hangar, without the Lessor's prior written consent.

Lessee shall not hereafter make use of the land in any manner which might create electrical interference with navigational signals or radio communications, impair the ability of pilots to visually distinguish the airfield, or otherwise endanger the landing, taking off, or maneuvering of aircraft.

7. **Nonexclusive Rights.** Lessee shall have the nonexclusive right, in common with others so authorized.
 - a. To use the common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for take-off, flying and landing of aircraft.
 - b. To use the airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of the Lessor to charge fees for the use of such areas.
 - c. To use all access ways to and from the land, limited to streets, driveways, or sidewalks designated for such purposes by the Lessor, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.
8. **Signs.** No signs or advertising matter may be erected on the Leased Land without the prior written consent of the Lessor.
9. **Rules and Regulations.** Lessee agrees to observe and obey all current and future laws, ordinances, rules and regulations at Chetek Southworth Municipal Airport.
10. **Security.** Lessee shall comply at all times with federal and state security and safety regulations and mandates.

11. **Occupants.** Lessee can rent hangar space for aircrafts and other aeronautical purposes to anyone without the Lessor permission.
12. **Commercial Operations.** Nothing herein shall authorize Lessee to conduct any non-aviation business operations on the land leased herein. All such activities outside of aviation are prohibited without the prior written approval of Lessor.
13. **Hangar Maintenance.** Lessee will maintain and repair the Leased Land, including hangar, associated appurtenances, and the surrounding land in a safe, useful, painted and orderly condition. In the event of fire, or any other damage casualty to structures owned by Lessee, Lessee shall repair or replace the damaged structure or otherwise make arrangements to clean and repair the Leased Land and removed the damaged structure. In the event Lessor provides notice to repair any defect to the Leased Land to Lessee, Lessee shall have 30 days to cure such defect.
14. **Airport Maintenance.** Lessor reserves the right to the manner, speed, and timeliness of airport maintenance as it is the sole discretion of the Lessor. This includes, but not limited to maintaining and keeping in repair the landing and taxi areas of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.
15. **Airport Development.** Lessor reserves the right to further develop and improve the airport as Lessor sees fit, regardless of the desires or views of Lessee, and without interference or hindrance from Lessee. If the development of the airport requires the removal and/or relocation of Lessee's hangar building, Lessor and Lessee agree that such removal and /or relocation shall occur pursuant to the following terms and conditions:
 - a. Lessor will provide Lessee with written notice at least 180 days to said removals and/or relocation.
16. **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 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 sixty (60) days of the date of the bill, any balance remaining unpaid, together with interest, shall be payable in two (2) equal annual installments to the City Administrator/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 compounding daily. The unpaid balance can be pre-paid at any time, together with interest accrued to the date of payment.
 - a. Pro-Rata Share. The pro-rata share identified herein shall be a fraction, the numerator of which shall be equal to the length of the Leased Land adjoining the taxiway plus an additional fifteen (15) feet, and the denominator of which shall be the length of the entire taxiway then constructed.

If the City does not elect to construct and/or pave a taxiway, Lessee 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 Lessee has received written specifications relative thereto from the Airport Committee.

17. **Ice, Snow and Debris.** Lessor shall keep the runways and taxiways reasonably free and clear of ice, snow and debris. The manner, speed, and timeliness of snow removal shall be in the sole discretion of the Lessor, and may vary from year-to-year and from snowfall to snowfall. Snow removal from the taxiways in front of Lessor's hangar shall be accomplished only after all runways, aprons, and primary taxiways have been first cleared. Lessee hereby releases and holds the Lessor harmless from any liability for any and all damages, incurred by the Lessee, caused by or arising from the manner, speed or timeliness of the Lessor's snow removal.
18. **Lawn Care.** Lessee shall be responsible for mowing all grass and no obnoxious weeds longer than 6" per city ordinance, upon the Leased Land and maintaining all landscaping in a clean and well-kept manner.
19. **Right to Inspect.** 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 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 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 penalty thereupon for billing expenses.
20. **Hold Harmless.** Lessor shall not be liable to Lessee for, and Lessee shall hold Lessor harmless from, any and all claims, damages or losses caused by the acts or omissions of Lessee, its family, guests, invitees, employees, agents, representatives, or servants, relating to or arising out of Lessee's use and enjoyment of the airport or the rights and privileges granted by this Land Lease shall not be liable for any loss or damage, not caused by negligent acts or omissions of Lessor, which Lessee may sustain from:
 - a. Theft or burglary in or about the Leased Land;
 - b. Delay or interruption in any utility service from any cause whatsoever;
 - c. Fire, water, rain, frost, snow, gas, odors or fumes from any source whatsoever;
 - d. Any injury to any person or damage to any property; or
 - e. Failure to keep the airport premises, appurtenances, fixtures, and/or equipment in repair.
21. **Indemnification.** Lessee agrees to defend, indemnify, and hold Lessor harmless against and from any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising

out of Lessee's use and occupancy of the Leased Land. Lessee's obligation of defense and indemnity shall be on a primary, and non-contributory basis, regardless of the availability of other insurance, and shall be binding upon Lessee regardless of the existence, non-existence, or denial of insurance coverage for any alleged claims, damages, costs and expenses for which defense and indemnity are required under this section.

- 22. Liability 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 and naming Lessor as an additional insured on primary and non-contributory basis, with policy limits of at least \$100,000 for 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 must contain an endorsement providing that the policy may not be cancelled absent 30-days written notice to Lessor. Lessee must provide insurance as outlined in the City of Chetek code of ordinances section 22-21.

Lessee shall provide certificates of insurance evidencing the coverages required herein and Lessor's status as an additional insured at the time of execution of this Land Lease and on the date of each anniversary thereof. Failure to provide such certificates of insurance within 30 days of such dates may, at Lessor's option, constitute a default of this Land Lease and/or result in the imposition of an additional fee of \$150 per month after such failure.

- 23. Personal Property Insurance.** Lessee shall obtain whatever insurance and in whatever amounts as Lessee desires as to the hangar itself and as to any personal property stored in the hangar. Lessor will not be responsible for and shall not ensure the hangar or any personal property stored on the Leased Land against loss or damage of any kind or nature.

- 24. Abandonment.** If Lessee fails to use the Leased Land, for the purpose of storing aircraft, for a continuous period of 12 months, then Lessor may, in Lessor's sole discretion, terminate this lease.

- 25. Construction of Hangar.** Lessor agrees that Lessee may construct, own, occupy, and maintain an aircraft hangar on the Leased Land. Any construction, repair, maintenance shall follow all federal, state, and local laws, rules, regulations, and directives. Lessee shall not allow any lien to attach to the Leased Land whatsoever, and shall provide appropriate lien waivers within thirty (30) days of any written demand by Lessor. The hangar shall be constructed and occupied within (1) year from the Effective Date. Lessor may obtain a loan on building as long as no lien attaches to the Leased Land itself.

- 26. Liens and Encumbrances.** Lessee shall neither create, nor cause or permit to be created, any lien, encumbrance, security interest or other charge, including liens for work, labor, or materials furnished, or alleged to have been furnished on the leased land.

27. Default and Termination.

- a. **Default Defined:** Lessee shall be deemed in default upon
- i. Failure to pay rent or any other properly-imposed fee withing 30 days after due date.
 - ii. Failure to pay any taxes assessed by the City of Chetek for buildings, fixtures, and improvements located on the Leased Land.
 - iii. The filing of any petition under the Federal Bankruptcy Act or any amendment thereto, including a petition for reorganization.
 - iv. The commencement of any proceeding for dissolution or for the appointment of a receiver.
 - v. The making of an assignment for the benefit of creditors.
 - vi. Violation of any of the other terms or conditions of this Land Lease after written notice to cease and/or correct such violation has been served upon Lessee by Lessor, and after Lessee has failed to correct such violation within thirty (30) days of service of such notice (or such later deadline as may be established in the Notice by Lessee). Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice. In the case of a violation which cannot with due diligence be cured within a period established, Lessee may apply to Lessor for an extension of time within which to cure said violation.
- b. **Effect of Default:** Default by the Lessee shall authorize the Lessor, at its sole option, to declare this Land Lease void, to terminate this Land Lease, to cancel the same, and to re-enter and take possession of the Leased Land.

28. Remedies. Except otherwise provided herein, no right or remedy herein conferred shall be considered exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right and remedy given hereunder, or now or hereafter existing at law or in equity or by statue. Rental payments not received withing thirty (30) days of their specified due dates shall be subject to a 2% per month penalty thereupon assessed on the first of each month for billing expenses. In the event of a default for failure of Lessee to pay any taxes assessed by the City of Chetek, and if Lessor elects to terminated this Land Lease, Lessor may elect to take possession of the Leased Land together with any buildings, fixtures, and improvements upon the Leased Land in accordance with Wisconsin state statutes.

29. Non-waiver. Any intentional or unintentional wavier by Lessor of any violation of this Contact by Lessee shall not be construed or interpreted to be a waiver of any other prior, subsequent or contemporaneous violation.

30. Assignment. Lessee may not assign or transfer this Land Lease or any interest contained herein, without the consent of Lessor, which consent shall not be unreasonably withheld.

31. **Subordination Clause.** This Land Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States or the State of Wisconsin relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this Land Lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.
32. **National Emergency.** During time of War or other State or National emergency, Lessor shall have the right to suspend the Land Lease, and to turn over operation and control of the airport to the State of Wisconsin and/or the United States Government. During any period when the airport shall be closed by any lawful authority, thereby restricting the use of the airport in such a manner as to interfere with the use of same by Lessee, the rent shall abate, and the period of such closure shall be added to the term of this lease so as to extend and postpone the expiration thereof.
33. **Nondiscrimination.** Lessee, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
- a. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Land or Lessee's Improvements.
 - b. In the construction of any improvements on, over, or under the Leased Land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 - c. Lessee shall use the Leased Land and Lessee's improvements in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
34. **Severability.** This Land Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition or provisions herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice Lessor or Lessee in their respective rights and obligations contained in the valid remaining covenants, conditions and provisions of the lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.
35. **Merger.** This Land Lease constitutes the sole and entire agreement of the Parties to this Land Lease with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written

and oral, with respect to such subject matter. No modification, release, discharge, or wavier 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.

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

Lessor:

City of Chetek
PO BOX 194
Chetek, WI 54728

37. **Governing Law.** All 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. The parties agree that in the event of a dispute arising out of this Land Lease, subject to any administrative recourse which may be available to either party, any dispute arising out of this Land Lease will be subject to the jurisdiction of the Circuit Court for Barron County, Wisconsin or, in the event such dispute is subject to federal jurisdiction and at the option of either party, U.S. District Court for the Western District of Wisconsin.

38. **Rules of Interpretation.** The language used in this Land 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth herein.

CITY OF CHETEK, Land Lessor

By: _____ Date _____
Jeff Martin, Mayor

By: _____ Date _____
Laura Stelzner, Administrator/Treasurer

By: _____ Date _____
_____, Lessee

Chetek City Hall Bid

MATT'S Painting will clear
Scrape Prep. exterior block
building.

Apply 2 coats of paint to
block building. Also 1 exterior
door.

Includes All materials
2 year warranty

Thank you

MATT

715-533-4722

Total \$7200.00

The City of Chetek has currently allocated \$9,000 taxpayer funds to the Gotham Park Pickleball/Sports Complex. Should the City of Chetek spend additional taxpayer funds to develop this project?

Yes

No

The City of Chetek has currently allocated \$9,000 taxpayer funds to the Gotham Park Pickleball/Sports Complex. Do you support the spending of additional taxpayer funds for this project?

Yes

No