City of Chetek Common Council Meeting Agenda Tuesday, February 8, 2022 - 6:00 p.m. Council room, 220 Stout Street, Chetek, WI

	Also view meeting remotely - via Zo	on
AGENDA:		

- CONSENT AGENDA:
 - a. Council minutes and city claims for January 2022
 - b. Department/Board reports as submitted *Housing Authority-annual January 2021 & December 2021; Plan Commission- January;*
 - c. Resignations and/or appointments from boards/committees: none
 - d. General licenses/permits: none

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

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

- a. Bid award for grit removal system for new wastewater treatment plant
- b. Ordinance 783A text amendment revising the permitted uses in light industrial and conservancy districts to include public facilities to facilitate the new wastewater treatment plant
- c. Fire District subsidy proposed changes to calculations
- d. Resolution to adjust 2021 budget
- e. Discuss proposed uses for the City of Chetek's ARPA funding (american rescue plan act) including a 5% donation to the ambulance service

NOTE: Join Zoom Meeting https://zoom.us/i/95773118201?pwd=akZKaEgySDlLVU5kMUhKVjAwRUIMZz09
Meeting ID: 957 7311 8201 Passcode: 602802 Dial by your location +1 312 626 6799 US (Chicago)
Any person who has a qualifying disability as defined by the American With Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format must contact the municipal clerk at (715) 924-4838 by 10:00 a.m. the Friday prior to the meeting, so that any necessary arrangements can be made to accommodate each request.

Employee Service Awards

Regular Full-time employees completing 15-20-25-30 years of service shall receive awards of recognition of that length of faithful, continuous service. Such ceremonies will be conducted by the Mayor and Common Council.

15	recognition	and	\$25.00	certificate
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20 recognition and \$50,00 certificate

25 recognition and \$75.00 certificate

30 recognition and \$100,00 gift certificate

"recognition - some type of award for display"

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Longevity:	5	0.15
	10	0.25
	15	0.35
:	20	0.45
	25	0.55
	30	0.65
	35	0.75

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All regular full-time	1						
<u>EMPLOYEE</u>	START DATE	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Knapp, Dan	January 1, 1997	25	26	27	28	29	30
Hutzler, Matthew	January 4, 2021	1	2	3	4	5	6
Ambrozaitis, Ron	January 31, 2010	12	13	14	15	16	17
Atwood, Joe	January 1, 2016	6	7	8	9	10	11
Hibbard, David	March 17, 2019	3	4	5	6	7	8
Larson, Cassandra	April 9, 2013	9	10	11	12	13	14
Rhodes, Rod	June 23, 1986	36	37	38	39	40	41
Hutzler, Justin	July 1, 2017	5	6	8	9	10	11
Davis, Brandon	July 7, 2008	14	15	16	17	18	19
Larson, Jessica	August 21, 2006	16	17	18	19	20	21
Breidenbach, Emily	September 16, 2020	2	3	4	5	6	7
Robert, Aaron	September 29, 2014	8	9	10	11	12	13
Newman, Carmen	October 1, 1994	28	29	30	31	32	33
Davis, Dustin	October 17, 2017	5	6	7	8	9	10
Eby, Mark	October 19, 2020	2	3	4	5	6	7
Olson, Ashlea	November 13, 2018	4	5	6	7	8	9
Meza-Anzaldo, Andres	November 4, 2020	2	3	4	5	6	7

Minutes of the City of Chetek Common Council Meeting held on Tuesday, January 11, 2022 - 6:00 p.m. in the council room, 220 Stout Street, Chetek, WI and virtual through Zoom.

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

Council members in attendance: Scott Bachowski (via zoom), Earl Grover, Terry Hight (via zoom), Mark Edwards, Mayor Martin

Mayor Martin announced the closed session later in meeting — Wisconsin Statute 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (offer to purchase on city property, discuss ambulance service agreement), reconvene; act on closed session item.

Motion by Hight to approve agenda, 2nd by Grover. carried.

CONSENT AGENDA - Council minutes from December & December claims; Department/Board reports as submitted: Board of Appeals 12/16/21; Community Center 11/8/21 - motion to approve by Grover, 2nd by Edwards. Carried.

Bachowski motioned to approve overtime for public works employees when called in for snow plowing. Overtime shall be applied regardless of hours worked during the pay period. 2nd by Grover. Carried.

Hight motioned to approve Resolution 2022-1 - use of streets and alleys by the sewerage system for wastewater facility improvements - 2nd by Grover. Carried.

Grover motioned to approve a conflict of interest policy with respect to any project funds received from the federal government. 2nd by Bachowski. Carried.

Hight motioned to go into closed session. 2nd by Grover. Carried. Motion to go into open session by Grover, 2nd by Edwards. Carried.

Bachowski motioned to approve the offer to purchase from S.C. Swiderski, LLC on land located at 1301 Knapp Street. Offer is contingent upon a signed developers agreement. 2nd by Edwards. Carried.

Motion to adjourn by Grover, 2nd by Edwards. Carried.

Carmen Newman, clerk/treasurer

THE CHETEK HOUSING AUTHORITY

ANNUAL BOARD MEETING MINUTES January 28, 2021

CALL TO ORDER

Chair Hight called the meeting to order at 2:27 PM. A quorum of directors was present, and the meeting, having been duly convened, was ready to proceed with business.

ROLL CALL

Commissioners present: Terry Hight, Marge Jost, Victoria Kutchins, Lou Ann Novak, and Cindy Schaller

Other(s) present: Meg Skemp, Executive Director, and Danielle Maxwell-Parker, Deputy Director

MINUTES OF PREVIOUS MEETING

Minutes of the previous annual meeting were reviewed.

Motion (Jost/Novak) to approve the minutes of the January 23, 2020 meeting as presented. Motion carried; unanimous.

ELECTION OF OFFICERS

Hight opened the floor for nominations.

Motion (Novak/Kutchins) to nominate Hight for Chair. No other nominations were made; Hight accepted. Motion carried; unanimous. Hight abstained.

Motion (Jost/Kutchins) to nominate Novak for Vice Chair. No other nominations were made; Novak accepted. Motion carried; unanimous.

REVIEW INVESTMENTS

The committee reviewed the current investment register. No action taken.

REVIEW BYLAWS

The committee discussed updates and edits. Skemp will bring the revision to the next meeting.

ADJOURN

Motion (Jost/Novak) to adjourn at 3:03 PM. Motion carried; unanimous.

Respectfully submitted,

Margaret Skemp

Margaret Skemp, recording secretary

THE CHETEK HOUSING AUTHORITY

MONTHLY BOARD MEETING MINUTES December 9, 2021

CALL TO ORDER

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

ROLL CALL

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

Other(s) present: Meg Skemp, Executive Director

PUBLIC COMMENT

None

MINUTES OF THE PREVIOUS MEETING

The minutes of the previous meetings were reviewed. Motion (Novak/Jost) to approve the minutes of the October 28, 2021 meeting. Motion carried; unanimous.

DIRECTOR'S REPORT

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

BILLS

The committee reviewed the payment detail report for the current bills. Motion (Harden/Novak) to approve payment of the bills. Motion carried; unanimous.

FINANCIALS

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

Skemp explained the miscellaneous charges to Administration line item 4190.5: Other Sundry Expense.

A discussion was held regarding Capital Expenditures line item 7540: Betterments and Additions, the improvements made to date, and plans to procure a security system, lockwork, and exterior lighting in the first half of 2022.

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

PARKING POLICY

The ad hoc committee consisting of Harden and Hanson discussed some of the proposed revisions to the current policy. Hanson suggested changing the language about whether the tenant has driven the vehicle in the past 6 months to whether the vehicle has been used. 'Proper running condition' is vague, and potentially more definition to the 'etc.' could be

added. Skemp will bring a draft revision to the next meeting for the committee's review before bringing it to tenants for comment during the Annual Plan process.

REGULAR MEETING FREQUENCY

Hight proposed meeting every other month, which was met with consensus. Skemp will bring a draft by-law revision to the January annual meeting for approval.

FLAT RENT REVIEW

The committee discussed HUD's requirement to review Flat Rents annually to ensure they are at least 80% of the area's Fair Market Rent (FMR). The 1-bedroom FMR for 2022 is \$616, an increase of \$59 from the 2021 FMR.

Motion (Hanson/Jost) to set the Flat Rent at \$493 effective January 1, 2022. Motion carried; unanimous.

NEXT MEETING DATE AND POTENTIAL AGENDA ITEMS

The next meeting will be held Thursday, January 27th at 2:00 PM in the community room, with an option to join via the Zoom application. Parking Policy, Annual Meeting, election of officers, By-law review, term review, and the PHA Annual Plan are potential agenda items.

ADJOURNMENT

Motion (Novak/Jost) to adjourn at 3:30 PM. Motion carried; unanimous.

Respectfully submitted,

Wargaret Skemp
Margaret Skemp, recording secretary

Minutes of the Hearing of the Plan Commission of the City of Chetek held on January 20,2022 at 6:00p.m.

A Public Hearing was called to order at 6:00 pm on January 20,2022 by Mayor Jeff Martin to hear requests from the City of Chetek for a proposed text amendment for the new treatment plant.

Planning Commission attendees were Mark Etten, Scott Bachowski, John Hunsinger, & Shawn Ayers. Absent were John Hunsinger. Also in attendance was Secretary for the Planning Commission Mark Eby, Building Inspector Joe Atwood, Dank Knapp Public Works Director, Buddy & Nancy Helms owners of The Mill.

*6:00PM Hear a request from the City of Chetek for a proposed text amendment for the new treatment plant. Joe Atwood said that they are looking at amending 3 areas of the text amendment. The text amendment is included with the minutes. Dan said there is no zoning to allow a wastewater treatment plant so they would like it to go out to I-2 which would allow for the wastewater treatment plant. This all needs to be done because of the funding so that is why they are all looking at including it in order to get the grant. Everything would be drilled and not trenched. Mark Etten had a question into section one and two the laterals would refer to all laterals and Dan said only in the district where the wastewater treatment would be. There is nothing in regards to lot lines. The lateral will be off to the side of the lot so the other lot could be built on.

*6:05PM Hear a request from Buddy and Nancy Helms to extend the Conditional Use for The Mill at 646 Banks St. Buddy said that they would like to ask the commission to request that the Conditional Use be extended longer than the 3 years that have been currently set forth. They would like to see if the commission would extend it to an indefinite Conditional Use. Joe Atwood said that there were some complaints in regards to trespassing and drinking outside. All the complaints were in 2019 nothing in 2020 or 2021. Scott asked about 2020 and Nancy said that they had quite a few booked but because of covid 2020 was not much. Joe asked Buddy in regards to screening and a fence and wanted to know how they were going to handle it and they said that they have thought about it but not at this time as no one parks there. They would like to do something that coordinates with the neighbors; they would like to do an 8ft fence if they could they said that a 6 ft you can still throw things over if people wanted to so that is why if it would work out to do an 8 ft fence and to give the neighbors a little more privacy.. Joe said a couple of items they would want to look at is the temp use agreement fourth amendment and the conditions of conditional use. The mayor said that he has heard of no concerns.

City of Chetek – Planning Commission Meeting Minutes – January 20,2022.

A regular meeting of the Planning Commission for the City of Chetek was called to order at 6:31pm on January 20,2022 by Mayor Jeff Martin.

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

Also present was Mark Eby, Planning Commission Secretary, Building Inspector Joe Atwood, Owners of The Mill Buddy & Nancy Helms.

Compliance with the open meeting law was verified.

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

- 1) Discussion/Action: Hear a request from Matt Shilts representing Jackie Francis for a land division in the Extraterritorial Zoning area located at 6-5 % Ave. Town of Dovre. Matt was not able to make it so Joe Atwood did explain what they were looking to do and the county having jurisdiction in this area that nothing would be built in areas that are not supposed to be built on and there is plenty of area to build on both parcels. Del Wacker made a motion for the Extraterritorial Zoning 2nd by Mark Etten motion carried.
- 2) Discussion/Action: Approve of not approve proposed text amendment and forward recommendation to the City Council. Dave Swangim made a motion to recommend to the council the text amendment Del Wacker 2nd motion motion carried.

3) Discussion/Action: Approve or not approve Conditional Use for The Mill.

Mayor said he has not heard of any complaints. Joe said that if the Commission decided to make the Conditional Use a indefinite conditional use that at any time a complaint was correctly filed that it would need to be brought back to the Commission for discussion and any action that they seem would stand and that they could revoke the indefinite condition and make it to what they see fit for a time limit. Joe did also bring up that there have been some open intoxicants outside of the building and that needs to be addressed. Joe also said that there were no complaints in 2020 or 2021 but there were complaints in 2019. Scott said that they really need to tighten up the drinking outside. Scott was very impressed that there were no complaints in 2021 or 2020. Scott Bachowski made a motion to make the conditional Use permit a indefinite one and that the conditions to the conditional use be as follows:

Conditions to Conditional Use

- 1, term to be: indefinite
- 2. Conditional use is subject to temporary use agreement in compliance with its terms (street use, street use recommended to be to the discretion of the City Council), to wit:
- Remove 2 A. Allow angled parking on west side of Dixon only (remove that language and to adhere to no parking on east side of Dixon also remove City to pay for and erect appropriate no parking signs as this has been taken care of.
- Remove 2 B. Mills owner is to work with the City on getting reflectors or other visual aids on street closing fencing wherever and whenever erected. This has been done.
- Remove 2 C. Dead-end/ no through street. Signs to be moved closer to Sixth street on Banks Street to discourage cars from entering initially.
- Keep 2 D. Large illuminated sign facing east are to be shut down when closed for business, generally at dark and not after midnight.
- Keep 2 E. Chains are to be up for events and down when events are not occurring.
- Keep 2 F. Operator is to offer shuttle services for guests from off-site parking locations.
- 3. Limit on hours: The facility must be closed/operation closed no later than 10p.m. on Sundays through Thursdays and by midnight on Fridays and Saturdays. Exception: May extend operations to midnight on Sundays and Mondays that are nationally recognized holidays (when national banks are closed)
- and that the Temporary Use Agreement Fifth Amendment be forwarded to the City Council for full consideration. Dave Swangim 2nd the motion motion carried. Mark will get in touch with the Helms after the Council meeting to have them sign the Temporary Use Agreement Fifth Amendment and the Conditions to the Conditional Use.

Date of the next meeting is still to be determined at this time. More than likely there will be a meeting in February.

Motion to adjourn by Scott Bachowski 2nd by Shawn Ayers motion carried meeting adjourned at 6:36pm

Respectfully Submitted Mark Eby



Date: February 3, 2022

RE: Grit Removal System - Supplier Qualification

Chetek, WI

Dan Knapp Director of Public Works City of Chetek 220 Stout Street Chetek, WI 54728

Dear Mr. Knapp,

A request for qualification for a Grit Removal System to function as part of the City of Chetek's New Wastewater Treatment Plant was advertised January 12, 2022 to January 31, 2022 at 2 pm. Three responses were received from Hydro International, Lakeside Equipment Corporation, and Smith & Loveless Inc.

In review of the responses, we believe that the Grit Removal System provided by Smith & Loveless Inc. has the best ability to complete this project per the requested qualifications.

Should you have any questions, please contact me via phone at 414.882.0083 or via e-mail at tmccarthy@cbssquaredinc.com.

Sincerely,

Tia McCarthy, PE Project Manager

cc:

Ryan Asbury (rasbury@smithandloveless.com)

770 Technology Way Chippewa Falls, WI 54729

info@cbssquareinc.com

cbssquaredinc.com

ORDINANCE NO. <u>M83-A</u>

The Common Council of the City of Chetek does hereby ordain as follows:

Section 1:	Section 118-82(b) Permitted Uses is hereby amended to additionally provide as follows:
(8)	Public facilities including water utility, storm utility, and waste water treatment plants, equipment, mains, laterals, and all other related structures and appurtenances.
Section 2:	Section 118-85(b) Permitted Uses is hereby amended to additionally provide as follows:
(7)	Public facilities including water utility, storm water utility, and waste water treatment plants, equipment, mains, laterals, and all other related structures and appurtenances.
Section 3:	Section 118-85(c) Conditional Uses is hereby amended by striking all of subparagraph (1) thereof and by renumbering (2) through (5) to (1) through (4) respectively.
Section 4:	This ordinance shall become effective on its adoption and publication as provided by law.
	City of Chetek
	Ву:
	Jeffrey Martin, Mayor
	Attest:
	Carmen Newman, City Clerk-Treasurer
Date Passed:	
Date Published:	

	~	2018	2019	6	2019		2020		2020	2021		2021	2022	2022	4 Y	r Total 2	019-2022
Municipality	Å	Actual	Actual	<u>.63</u>	80% Cap		Actual		80% Cap	Actual		80% Cap	Actual	80% Cap	¥	1	80% Cap
City Of Chetek	s	58,306 \$		58,872 \$	\$ 62,381	\$	59,223	\$ \$23	62,846	\$ 60,6	\$ 699'09	\$ 64,106	\$ 65,743	\$ 72,711	\$25		\$ 262,044
Township of Chetek	s	58,306		58,872	\$ 62,381	\$	\$ 59,223	\$ \$22	62,846	\$ 60,6		64,106	\$ 65,743		\$ 2		\$ 262,044
Township of Prairie Lake			\$ 5	53,663	\$ 46,645	\$	57,1	152 \$	49,905	\$ 57,	52 \$	50,278	\$ 65,222	\$	\$ 23	\$ 233,189 \$	\$ 198,114
Township of Dovre			\$	9,848	\$ 9,848	3,	3,6	348	9,848	\$ 9,848	348 \$	9,848	\$ 11,009	\$ 11,009	\$ 7	\$ 40,553 \$	\$ 40,553
Township of Sioux Creek			\$	7,913	\$ 7,913	7	\$ 8,957	357 \$	8,957	\$ 8,5	\$,957 \$	8,957	\$ 6,621	\$ 6,621	\$	32,448	32,448
Township of Rusk	-		\$ 2.	27,020	\$ 27,020	3	36,0	26,084 \$	26,084	\$ 26,0	26,084 \$	26,084	\$ 33,895	\$ 33,895	\$ 1.		\$ 113,083
TOTAL District			\$ 214	216,188	\$ 216,188	\$	220,4	220,487 \$	220,486	\$ 223,379	\$ 678	\$ 223,379	\$ 248,233 \$ 2	\$ 248,233	\$ 90	\$ 908,287 \$	\$ 908,286

^{**} Proposal For Subsidy Cap on Contract Service Townships. ** Subsidy Calculated at .5 Mil with a Cap of 80% of Prior Year Payment Made by District Owners.

Revised 2-4-22

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Current Structure										**** Y	7 vr Total 2010-2022	8
Municipality City of Chetek-Capital	₩ •	2019 17,500.00	2019	\$ 17,500.00	2020	\$ 17,500.00	2021	\$ 21,836.00	2022		21 C.	?
City of Chetek Total	7		\$ 58,872.00		\$ 59,223.00	7,77	\$ 60,669.00	מייים בייר ל	\$ 65,743.00	\$	244,507.00	26.92%
Town of Chetek-Capital Town of Chetek-Operating Town of Chetek Total		17,500.00	\$ 58,872.00	\$ 17,500.00 \$ 41,723.00	\$ 59,223.00	\$ 17,500.00 \$ 43,169.00	\$ 60,669.00	\$ 21,836.00 \$ 43,907.00	\$ 65,743.00	۰	244,507.00	26.92%
Town of Dovre Contract .5 Mil. Town of Prairie Lake Contract .5 Mil. Town of Sioux Creek Contract .5 Mil. Town of Rusk Contract .5 Mil.			\$ 9,848.00 \$ 53,663.00 \$ 7,913.00 \$ 27,020.00		\$ 9,848.00 \$ 57,152.00 \$ 8,957.00 \$ 26,084.00	or or or	\$ 9,848.00 \$ 57,152.00 \$ 8,957.00 \$ 26,084.00		\$ 11,009.00 \$ 65,222.00 \$ 6,621.00 \$ 33,895.00	w w w w	40,553.00 233,189.00 32,448.00 113,083.00	4.46% 25.67% 3.57% 12.45%
TOTAL DISTRICT BUDGET			\$ 216,188.00		\$220,487.00	O.F	\$ 223,379.00		\$ 248,233.00	6 4	908,287.00	100.00%
Proposed 80% Cap on .5 Mil Calculation												
Municipality City of Chetek-Capital	2018		2019		2020		2021		2022			
City of Chetek- Operating City of Chetek Total	\$ 58,306.00		\$ 62,381.00		\$ 62,846.50	V,	\$ 64,106.50		\$ 72,711.00	s	262,045.00	28.85%
Town of Chetek-Capital Town of Chetek-Operating Town of Chetek Total	\$ 58,306.00		\$ 62,381.00		\$ 62,846.50	⋄	64,106.50		\$ 72,711.00	ب	262,045.00	28.85%
80% Subsidy Limit	\$ 46,645			\$ 49,905		\$ 50,277		\$ 51,285				
Town of Dovre Contract. 5 Mil. Town of Prairie Lake Contract. 5 Mil. Town of Sioux Creek Contract. 5 Mil. Town of Rusk Contract. 5 Mil.			\$ 9,848.00 \$ 46,645.00 \$ 7,913.00 \$ 27,020.00		\$ 9,848.00 \$ 49,905.00 \$ 8,957.00 \$ 26,084.00	₩ ₩, ₩ ₩	9,848.00 50,277.00 8,957.00 26,084.00		\$ 11,009.00 \$ 51,286.00 \$ 6,621.00 \$ 33,895.00	" ««««	40,553.00 198,113.00 32,448.00 113,083.00	4.46% 21.81% 3.57% 12.45%
TOTAL DISTRICT BUDGET			\$ 216,188.00		\$220,487.00	41	\$ 223,379.00	•	\$ 248,233.00	v	908,287.00	100.00%

 ^{**} Proposal For Subsidy Cap on Contract Service Townships.
 ** Subsidy Caiculated at .5 Mil with a Cap of 80% of Prior Year Payment Made by District Owners.

FIRE PROTECTION AGREEMENT

Agreement made effective this ninth day of December, 1995, by and between the Chetek Fire District, Barron County, Wisconsin, and the Town of Prairie Lake, Barron County, Wisconsin, relative to the provision of Fire Protection Services.

ARTICLE I

AREA TO BE SERVED

The Chetek Fire District shall provide fire protection services as a primary provider for the area to be served under this Fire Protection Agreement which is described as follows, to wit:

All that part of the Town of Prairie Lake on the map attached.

(boundaries as described by Town Board, Town of Prairie Lake - see attached)

ARTICLE II

LEGAL RESPONSIBILITY FOR ACTS OF FIRE FIGHTERS

The Chetek Fire District shall be legally responsible for the acts of the fire fighters provided they are officially responding to a request for fire protection services relative hereto.

ARTICLE III

DAMAGES

No signatory shall be liable to another signatory for damages, loss of equipment, injury to personnel, or payment of compensation arising as a result of assistance rendered under the terms of this agreement; provided that if the equipment or property of the signatory is damaged or destroyed by the gross negligence of another signatory, its agents or its employees, then the signatory responsible for such injury shall be responsible for all damages therefore, and the terms of any settlement shall be decided by authorized representatives of the signatory parties. Provided further that, all parties shall exercise diligence in returning any lost equipment to the rightful owner.

ARTICLE IV

WORKERS COMPENSATION AND INSURANCE COVERAGE

If a member of the Chetek Fire District is killed or injured while responding to or returning from, or acting at an emergency under this agreement, the Fire Department of which they are a member, or the government by which they are employed, shall grant them the same compensation and insurance benefits that it would have if the emergency had occurred in their own Community.

It is understood that by this agreement the parties are not intending to create any employer-employee relationship under this agreement.

ARTICLE V

STANDARD OPERATING PROCEDURES

Parties of this agreement are authorized and directed to meet and draft the plans and standing operational procedures necessary to effectively implement this agreement. Such plans and standard operating procedures shall become effective upon adoption by the parties of this agreement.

ARTICLE VI

FINANCE

There shall be charges assessed to the Town of Prairie Lake for these fire protection services as follows:

One-half (2) mil of the current (for each year of the operation of this agreement) equalized valuation of the area hereby served; said amount shall be paid in two installments, one due <u>January 31st</u> and the second due <u>July 31st</u> of each year of service hereunder.

ARTICLE VII

DEPOSITORY

The appropriate officers of each entity participating in this agreement shall sign as many copies of this agreement as are necessary, which said original copies shall be distributed as follows:

1. One copy to each party to this agreement.

ARTICLE VIII

COMMENCEMENT AND TERMINATION

This agreement will be deemed effective upon compliance with the provisions of Article VII. Termination of participation shall be by filing written notice of such withdrawal with the other parties to this agreement. Cancellation becomes effective thirty (30) days after such notice has been served.

	TURES
	Dated at
Town	of Prairie Lake:
bу: _	albert L. Hickok Chairman
by: u	Cure A probable Fire Supervisor
	Dated at Chetek, Wisconsin, this day of December, 1995.
Chete	ek Fire District:
by: _	Allan Johnson-President
by:	Winnie Wood Fire Chief

Minutes from October 9, 1995 Town of Prairie Lake Board Meeting. The new boundaries for the Chetek Fire District are as follows: Commencing at CTH 0 and CTH 00 - South side of 00 to CTH SS; Across CTH SS east -10th Ave. to 23rd Street - both sides; North on 23rd Street to the Leland Solie property located at 2298 23rd Street both sides. East side of Prairie Lake from 24th Street to 10 3/4 Ave. both sides. including stubs. Motion to accept these boundaries was made by Solie; seconded by Tvrdik and carried.

ARTICLES OF AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Chetek, a municipal corporation, Barron County, Wisconsin, party of the first part, and the Town of Chetek, a municipal corporation, Barron County, Wisconsin, part of the second part, under and pursuant to Section 60.55(1)(a)2, Wisconsin Statutes, for the purpose of establishing a joint fire protection district and organizing, equipping and operating a joint fire district each of the above named municipalities having been authorized by appropriate resolution of the the town board meeting and common council meeting, the execution of the following Articles of Agreement;

ARTICLE 1

A joint fire protection district known as the Chetek Fire District was established on August 9, 1994.

ARTICLE 2

The area comprising such a fire district shall be the City of Chetek and Township of Chetek.

ARTICLE 3

A Joint Fire Board was created to manage and direct fire protection within the above district. It shall acquire fire fighting equipment and provide housing, maintenance and manning the same in an efficient manner subject to such governmental rules and regulations as may from time to time be applicable.

ARTICLE 4

The organization of the Joint Fire Board shall be as follows:

- a. The Chetek Fire District shall consist of a Joint Fire Board of four members, two of whom shall be residents of the Town of Chetek and appointed by resolution of the Town Board and two of whom shall be residents of the City of Chetek and be appointed by resolution of the City Council. The Chief of the Chetek Volunteer Fire Department shall be a non-voting ex officio of such Joint Fire Board.
- b. The members of such Joint Fire Board shall hold office for a term of two (2) years and until their successors shall be appointed and qualified.
- c. At its annual meeting, the Board shall elect a chairman, vice chairman, secretary, and treasurer.
- d. The chairman, and in his/her absence the vice chairman, shall conduct and direct the affairs of said Joint Fire Board.
- e. The secretary shall keep a record of all meetings and business of said department and distribute said minutes after each meeting to each municipality that the district serves.
- f. The treasurer shall keep and account for all funds received or disbursed by said fire department. All disbursements shall be made by check signed by the chairman, and at least one other board member or treasurer.
- g. The Joint Fire Board shall have the power to adopt its own rules and by-laws for the proper management of its affairs not inconsistent with law, these articles of agreement, or the ordinance adopting or approving these articles or incompatible with the object of the Fire Board's creation.
- h. The Joint Fire Board shall meet every other month and at such other time as the board may hereafter direct.

ARTICLE 5

The parties to this agreement shall appropriate their proportionate shares of purchasing, housing, maintenance, and manning of the equipment of said Fire Department on the basis of a 50/50 allocation after other subsidies and revenues are accounted for in the annual budget. *(unless calculations/allocations changed)*

ARTICLE 6

The Chetek Fire District shall respond to all calls for the fire protection service from the City of Chetek and the Town of Chetek where reasonably possible. Any municipality receiving fire protection services shall enter into an agreement with the Chetek Fire District to pay an allocated share of the annual operating expense to the Chetek Fire District. The allocation for fire protection services shall be calculated as follows:

<u>Currently</u>: municipality current real estate equalized value as determined by the Department of Revenue annually - multiplied by the percentage of coverage for said municipality, then multiplied by half a mill. le: $130,000,000 \times 60\% = 78,000,000$. $78,000,000 \times .0005 = $39,000$

ARTICLE 7

Salaries, wages, any benefits and applicable taxes or assessments for personnel of the Chetek Fire District shall be established by the said Joint Fire Board.

ARTICLE 8

The Joint Fire District shall procure sufficient general liability, equipment, vehicle, public liability, and workman's compensation insurance as is required or as the Joint Board deems appropriate.

ARTICLE 10

If either party decides to terminate this agreement, the City of Chetek shall have the first right, election, and option to purchase the Town's interest in the equipment. Unless otherwise agreed each party shall select an appraiser and said appraiser shall select a third party. Each party shall pay their own nominated appraiser and shall be responsible for one-half of the costs of the third appraiser chosen. The middle appraisal shall govern and the purchase price shall be that value times the Town's percentage of costs paid to the district in the year of the purchase of the item in question. If the year cannot reasonably be determined, the percentage shall be the Town's percentage for the year of termination. Notice of this election shall be given in writing within three months of the appraisal being completed and exchanged. Any election so made may be withdrawn within two (2) months of the appraisals being exchanged.

If the City does not exercise this election or withdraws this election the Town may elect to the City and, within three (3) months after the City's rights have lapsed, upon the same relative terms and conditions.

If neither party so elects, or both waive their right, an auction sale shall be held and the proceeds shall be divided according to the applicable percentages for the year of purchase or if the year of purchase

Town of Chetek, Clerk - David Peters

cannot reasonably be determined of the then existing percentages. Costs of sale shall be allocated

State of Wisconsin
Department of Revenue

ARPA-SLFRF Final Rule – Key Points to Consider

January 27, 2022

To: Municipal Clerks and Treasurers, County Clerks and Treasurers, and Heads of Government

The U.S. Department of Treasury (Treasury) recently published the 🖺 <u>Final Rule</u> for the American Rescue Plan Act (ARPA) – State and Local Fiscal Recovery Funds (SLFRF). As you know, recipients may use ARPA SLFRF for "government services" in an amount equal to their revenue loss due to the COVID-19 public health emergency.

More Spending Flexibility

Under Treasury's final rule, you can use up to \$10 million in revenue loss (not more than your award amount) for government service expenses, offering flexibility and fewer reporting requirements.

One of the highlights of the A Final Rule is that Treasury developed a standard allowance, assuming up to \$10 million in revenue loss for each recipient. This means recipients can use up to \$10 million (not to exceed their award amount) to fund "government services."

- **Note:** No Wisconsin non-entitlement unit of government (NEU typically municipalities with a population less than 50,000) was allocated more than \$10 million
- There is no longer a need for Wisconsin NEUs to manually calculate their revenue loss using the Revenue Loss Calculator

Government Services

Any service traditionally provided by a government (unless Treasury stated otherwise).

Common examples (not all-inclusive):

- Construction of schools and hospitals
- Road building and maintenance and other infrastructure
- · Health services

- · General government administration, staff and administrative facilities
- Environmental remediation
- Providing police, fire and other public safety services (including purchase of fire trucks and police vehicles)
- Note: Restrictions do apply, as outlined on pgs. 41-42 of the 🖟 Overview of the Final Rule

We encourage you to use ARPA SLFRF wisely to have a lasting impact within your community. If you use the funds for government services, avoid violating and/or negatively impacting your qualification status for the Wisconsin state programs listed below.

Levy Limits

- Wisconsin counties and municipalities are subject to property tax levy limits under state law (sec. 66.0602, Wis. Stats.)
- Each year, the starting point of your levy limit calculation is your prior year's actual property tax levy
- Regarding levy limits, consider the following as your community plans to use ARPA SLFRF:
 - If your community implements additional operations resulting in ongoing expenses
 (beyond the ARPA SLFRF performance period) your local government must identify an
 ongoing revenue source to fund the additional operations
 - Example: A village uses ARPA SLFRF to hire two new police officers. After utilizing its ARPA SLFRF, the village must increase its property tax levy to permanently fund the new positions.
 - **Note:** A county/municipality may increase its levy limit via referendum. A town, with a population less than 3,000, may increase its levy limit via special resolution.
 - If your community uses ARPF SLFRF to fund expenses typically funded by property tax levy, it may result in a reduced property tax levy. Subsequently, your property tax levy limit will be reduced in the following year.
 - Example: A town uses ARPA SLFRF to fund firefighting operations typically funded by property tax levy, reducing its actual property tax levy by \$35,000. In the following year, the starting point for the town's levy limit calculation will be reduced by \$35,000.
- As a reminder, ARPA SLFRF is a one-time allocation distributed over two years. It is not an ongoing source of revenue so carefully consider this when planning for the future of your community.

Shared Revenue

- Wisconsin municipalities with a local tax rate exceeding five mills are eligible for the Expenditure Restraint Program (ERP), which requires them to restrict their general fund budget percentage increase year-to-year to receive ERP aid
- As provided in our <u>May 5, 2021 communication</u> if ARPA SLFRF is allocated and expended within your general fund budget, it is considered for ERP and subject to your allowable percentage increase
- To avoid negatively impacting your ERP qualification allocate and expend ARPA SLFRF from a special revenue fund if the funds are being used for a specific purpose/project
- Note: Receipt of ARPA SLFRF and subsequent expenditures have no impact to county and municipal aid, utility aid, exempt computer aid, personal property aid and video service provider aid

Questions?

- Email Treasury SLFRP@treasury.gov
- Visit Treasury's website