

Minutes of the City of Chetek Common Council Meeting held on Tuesday, June 13, 2023 in the council room, 220 Stout Street, Chetek, WI. Also posted live on the City Facebook page

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

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

Bachowski motioned to move item E on the agenda (discuss forming airport committee) to first item of new business and remove item M (painting bids for city hall) and approve the agenda. Second- Grover. Carried.

During public comment Nicole Phillips, Howard Thalacker, Greg Brodt, Judd Koenitzer, and William Wright commented on airport matters - specifically, the need to form an airport committee, the economic impact the airport has in the community, and issues with language in the current lease regarding "air worthy" planes being required to be stored in hangars.

Mayor Martin announced there will be a 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. And 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, reconvene; act on closed session item, if any.

Motion to approve the consent agenda items: city claims and minutes from May; accept and place on file committee minutes: Plan commission-May; Ambulance commission-March; Fire District-March; Housing Authority-March; Economic Development committee-May. Accept board resignation - Evelyn Nelson from Library board; Approve road closure and premise description change for Fostbites for Liberty Fest weekend; Temporary Class "B" fermented malt beverage license for Hydroflites and World Wise-Pupils with Passports. Hempel/Bachowski - carried.

Swiderski's offer to purchase land at 1301 Knapp Street was extended to January 6, 2025 -motion to approve Bachowski/Grover. Carried.

Council discussed re-establishing the airport committee. The committee was dissolved in 2018 due to the lack of quorum at meetings. An ordinance to re-establish the airport committee will be brought to the council at the July meeting. Hight motioned to approve re-establishing the committee. 2nd by Grover. Carried.

Council discussed Sumner Court and Third Street Court private property areas that are used as streets. Hempel met a few of the property owners to discuss concerns regarding the fact that there are other private roads in the city that are not plowed or maintained. Residents are concerned about losing their access, plowing service, and issues with garbage service. These two "streets" have been used this way for many years and it hasn't been addressed. With new private roads being considered in the new development and Elizabeth lane being a private road with no city plowing or maintenance, the city needs to establish some consistency. Hempel motioned to table this matter until after the street committee has a meeting with the property owners. 2nd-Grover. Carried.

Annual liquor/fermented malt beverage license applications were approved as submitted with the exception of Phills - the premise description shall only include the inside of the building.

"Class B" Intoxicating Liquor and Class "B" Fermented Malt Beverage License: Red's Bar & Grill, LLC, Joelle Comero, Mary's Inc., J & L Spirits LLC, Jeromy Siems; Class "A" Fermented Malt Beverage License: Two Stores, LLC; "Class A" Intoxicating Liquor & Class "A" Fermented Malt Beverage License: Corwin Beuthling, KJ's of WI, Inc, Kwik Trip, Inc., Fostvedt, LLC (Fostbites Spirits); Class "B" Fermented Malt Beverage License: Chetek VFW Post 10331, American Legion Post #179, Fostvedt LLC(Fostbites), Chetek Hydroflites, Inc.; Class "C" wine license: Fostvedt LLC (Fostbites), Chetek VFW Post 10331. Motion to approve - Hight/Bachowski. Carried.

Tia McCarthy (CBS Squared engineer) went over change order #2 for the wastewater treatment plant project. Total increase for changes in the amount of \$236,644.68. Motion to approve Hight/Hempel. Carried.

Grover motioned to write off a personal property tax bill for the Chetek Youth Center in the amount of \$18.47. 2nd-Hight. Carried.

Updating the employee meal reimbursement rates was discussed. Current rates are set at a maximum of \$15.00 per meal or \$30.00 per day whichever is less. Due to increasing costs when employees travel it was suggested that we follow the state reimbursement rate which is currently \$9.00 for breakfast, \$11.00 for lunch, and \$21.00 for dinner. Motion to approve the change Hight/Grover. Carried.

The seasonal public works wage was discussed. The rate is currently \$15.00. This position assists with mowing, landscaping, repairs, building maintenance, and other various assignments. Motion to increase the wage by 10% by Grover, 2nd by Hight. Motion died. Motion to increase by 5% - Grover/Hight. Carried.

Shawn Ayers is purchasing hangar #61 from Jack Skaw. He is proposing to rent out hangar #62 to various pilots since there is always a need for hangar space for people flying into our airport. Motion to approve hangar lease for hangar #61 and subletting hangar #62 - Bachowski/Grover. carried.

Resolution 2023-8 - appropriating the insurance claim reimbursement of \$53,439.47 for the 2022 Ford police vehicle in the budget. Motion to approve: Grover/Hempel. Carried.

Resolution 2023-9 - review of the 2022 annual wastewater treatment plant compliance report. Motion to approve: Hight/Bachowski. Carried.

Bid award for installing bituminous warm mix paving and asphalt pavement pulverizing - Motion to award bid to Monarch Paving in the amount of \$97,890.82- Bachowski/Hempel. Carried.

Bid award for MSIPLT paving project - only one bid was received. Motion to award bid to Monarch Paving in the amount of \$54,024.75 for West Stout project: Hempel/Bachowski. Carried.

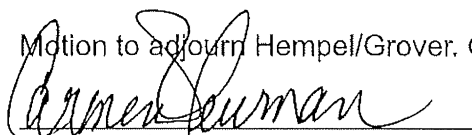
Motion to go into closed session: Grover/Bachowski. Carried.

Motion to go into open session: Grover/Bachowski. Carried.

Public works employees requested a floating holiday when they have to work on the holiday, an increase to their paid time off from 3 to 5 days, and automatic overtime when working on the weekend. Currently the overtime is calculated based on 40 hours worked per week. Motion to approve: Bachowski/Grover. Carried.

Mayo health system offered a settlement on 2021 unpaid medical claims in the amount of \$37,000 for one account and \$16,500 for the other account. Black River Memorial offered a settlement in the amount of \$16,000. Motion to accept the settlement from Mayo and counter-offer Black River Memorial at \$10,000. Hempel/Bachowski. Carried.

Motion to adjourn Hempel/Grover. Carried.

  
Carmen Newman, clerk/treasurer

**Minutes of the Hearing of the Plan Commission of the City of Chetek held on June 15,2023 at 6:34p.m.**

Planning Commission attendees were Mayor Martin, Dave Swangim, Shawn Ayers, Mark Etten & Tim Esselman. Absent were Del Wacker & Scott Bachowski . Also in attendance was Secretary for the Planning Commission Mark Eby, Joe Atwood, Dan Knapp, Josh Eby & James Scheffler on behalf of Troy Zaloudek

**A regular meeting of the Planning Commission for the City of Chetek** was called to order at 6:34 pm on June 15,2023 by Mayor Martin.

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

Also in attendance was Secretary for the Planning Commission Mark Eby, Joe Atwood, Josh Eby, & James Scheffler

Compliance with the open meeting law was verified.

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

**Discussion/Action: Approve or not approve land division application for City of Chetek in the North Industrial Park.**

Shawn was asking what the operation looks like for a black top business. The business that would like to purchase it would like to eventually build an office there. Shawn asked about the frogs and the turtles. The person of interest does know that there is wetland there. Joe did inform them that the only thing that the commission needs to worry about is the land division, not the extra things. Mark made a motion to approve the land division Dave 2nd motion, motion carried

**Discussion/Action: Approve or not approve land division application for City of Chetek in the South Industrial Park.**

Tim makes a motion to approve the land division application for the City of Chetek in the South Industrial Park. 2nd by Shawn motion carried

**Discussion/Action: Approve or not approve Extraterritorial Land Division for Troy Zaloudek**

Troy was here to discuss this property. The owner would like to sell approx 4 acres to his sister and keep the rest for himself Shawn makes a motion to approve the extraterritorial land division for Troy Zaloudek Mark 2nd motion, Motion carried

Motion to adjourn by Dave Swangim 2nd by Tim Esselman motion carried meeting adjourned at 6:48pm

Date of the next meeting is July 20,2023

Respectfully Submitted Mark Eby

Chetek Fire District Meeting  
Thursday, May 18, 2023 – 6 PM  
Chetek Fire Hall Training Room

**Present:** Ronnie Latcham, Keith Hanson, Earl Grover, Jim Macone, Ryan Olson, Renelle Gill

**Absent:** Randy Books,

**Call to Order:** The Chetek Fire District meeting was called to order by the Chairman, Ronnie Latcham, at 6 PM May 18, 2023.

**Agenda:** Keith Hanson made a motion to approve the agenda and Jim Macone seconded the motion.

**Approve Minutes for March 30, 2023:** Keith Hanson made a motion to approve the and seconded by Jim Macone.

**Treasurers Report:** Ronnie Latcham reported on the following accounts: Checking - \$9,104.99, Savings - \$202,448.89, Pension - \$5,212.41, Equipment - \$127,525.53 the Total is \$344,291.82. Earl Grover made a motion to approve and Jim Macone seconded the motion. Motion passed,

**Review/Approve claims and payments:** Approved spending \$50,000.00 setting on truck out lay claims paid. Earl Grover made a motion to approve and Keith Hanson seconded the motion. Motion passed.

**Bookkeeper's Update:** \$30,118.72 on Zoe Equipment (for 14 defibrillators), currant \$29,600 grant received. Under donations \$14,870.00 2<sup>nd</sup> half submitted.

**Public Comments:** None

**Township Comments:** Asked where the monies used for the new floor came from, the money was taken from the Fire Districts saving account.

**Chief's Report:** Financial reports submitted. Working on the Diving Pontoon. Hired three new firefighters and training starts in June. Structural fire last Friday was a complete loss of property. Rennell and Ryan discussed the credit card limit to be used. Decided the card limit of \$2,500.00.

**New Business:** The Fire Protection Service draft agreement is in the process of being reviewed. Change D and add fire rescue, send out copies to the townships. Respond after Townships meeting. Side walk repairs, Apple Valley Construction bid of \$3,000.00 and a motion was made to take money from the Fire Districts saving account by Jim Macone and Keith Hanson second the motion, motion passed.



**Next Meeting Scheduled:** July 27 2023, 6:00 PM, Fire Hall Training Room

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

# ARPA funds detail

charged to 810-57500 & 100-57550

Project ID	project costs allocated:	Cost	2021 payment allocations >>>		\$ Due	fund balance
	project:		date paid	Actual expenditures:	amount paid	
1-2022	rip-rap First/Mound & First/Stout	\$6,325.00	2-23-22	Chetek Area Landscape	\$6,325.00	\$103,315.31
1-2022	rosetone & labor - rip/rap	\$1,620.00	3-28-22	Chetek Area Landscape	\$1,620.00	\$101,695.31
2-2022	council room sound system	\$9,317.00	2/11 & 3/14	Kutrieb, Toby	\$9,317.00	\$92,378.31
3-2022	parking lot	\$3,689.40	5/2/2022	County materials	\$3,689.40	\$88,688.91
3-2022	parking lot	\$800.00	6/9/2022	Shilts surveying	\$800.00	\$87,888.91
4-2022	parks - mainstreet picnic tables	\$632.60	7-1 & 9-30	lamperts -	\$632.60	\$87,256.31
				<b>2022 payment allocation</b>	<b>\$109,640.31</b>	
3-2022	parking lot - paving	\$10,957.70	11-8-22	Monarch Paving	\$10,957.70	\$185,938.92
3-2022	parking lot - fencing	\$7,625.00	3-27-23	Amundson Services	\$7,625.00	\$178,313.92
3-2022	parking lot signs	\$406.32	12-5-22	EconSigns	\$406.32	\$177,907.60
3-2022	parking lot signs	\$26.97	11/30/22	Hortons hardware	\$26.97	\$177,880.63
1-2023	Chetek ambulance donation	\$10,964.00	2-17-23	Chetek Ambulance	\$10,964.00	\$166,916.63
2-2023	shed for compost site	\$5,000.00	3-9-23	Premier Portable Buildings	\$2,247.75	\$161,916.63
3-2023	remaining sidewalks	\$25,000.00		<b>summer 2023</b>	\$0.00	\$136,916.63
4-2023	Airport runway resurface	\$20,000.00		<b>summer 2023</b>	\$0.00	\$116,916.63
5-2023	Accessible doors - center & library	\$9,500.00	3/16/2023	Stars n Stripes	\$2,500.00	\$107,416.63
6-2023	Christmas decor	\$10,000.00	2-28-23	Display Sales	\$9,955.72	\$97,416.63
7-2023	pickleball	\$5,000.00		?	\$0.00	\$92,416.63
8-2023	downtown wireless sound	\$5,000.00		?	\$0.00	\$87,416.63
9-2023	Gotham park site plan	3800		Rettler Corporation	0	\$83,616.63
10-2023	Boat landing improvements	58000		<b>fall 2023</b>	0	\$25,616.63
		\$193,663.99			\$67,067.46	

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**Fwd: Crackseal Estimate**

2 messages

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Dan Knapp <dknapp@cityofchetekwi.us>  
To: Carmen Newman <cnewman@cityofchetekwi.us>

Fri, Apr 14, 2023 at 11:09 AM

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

From: **Messina, Matthew R - DOT** <Matthew.Messina@dot.wi.gov>  
Date: Fri, Apr 14, 2023 at 10:28 AM  
Subject: Crackseal Estimate  
To: Dan Knapp <dknapp@cityofchetekwi.us>  
Cc: Minarcik, Daniel J - DOT <daniel.minarcik@dot.wi.gov>

Hi Dan,

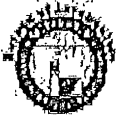
We just got an estimate for your crackseal project this year. We are at \$168K to crackseal and microsurface the runway and eastern taxiway. That means your estimated cost would be \$33,600.

Are you ok with that estimated sponsor share? We are looking to finalize the plans so could you let me know about this by Wednesday next week?

Thanks,

**Matt Messina, P.E.**

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



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

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

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Carmen Newman <cnewman@cityofchetekwi.us>  
Reply-To: cnewman@cityofchetekwi.us  
To: Dan Knapp <dknapp@cityofchetekwi.us>

Fri, Apr 14, 2023 at 1:17 PM



Carmen Newman <cnewman@cityofchetekwi.us>

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## Fwd: Y23 Crackseal Estimate

2 messages

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Dan Knapp <dknapp@cityofchetekwi.us>  
To: Carmen Newman <cnewman@cityofchetekwi.us>

Fri, Sep 9, 2022 at 9:20 AM

Hi Carmen,

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

Thanks

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

From: Messina, Matthew R - DOT <Matthew.Messina@dot.wi.gov>  
Date: Fri, Sep 9, 2022 at 8:45 AM  
Subject: Y23 Crackseal Estimate  
To: Dan Knapp <dknapp@cityofchetekwi.us>  
Cc: Graczykowski, Mark - DOT <Mark.Graczykowski@dot.wi.gov>, Benjamin, Brandon - DOT <brandon.benjamin@dot.wi.gov>

Hi Dan,

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

Crackseal: \$30K  
Pavement Marking: \$12K  
Microsurface \$75K

} \$ 117,000

our 23,000

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

Thanks,

**Matt Messina, P.E.**

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

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

# AGENCY AGREEMENT AND FEDERAL BLOCK GRANT OWNER ASSURANCES

Department of Transportation  
Bureau of Aeronautics  
Madison, Wisconsin

WHEREAS, the City of Chetek, Barron County, Wisconsin, hereinafter referred to as the sponsor, desires to sponsor an airport development project to be constructed with federal aid and/or state aid, specifically, the Chetek Municipal Airport project to:

Sealcoat and crack fill airfield pavements; Pavement Marking; Microsurface; clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55, and any necessary related work,

WHEREAS, the sponsor adopted a resolution on December 13, 2022, a copy of which is attached and the prescribed terms and conditions of which are fully incorporated into this agreement, designating the Secretary as its agent and requesting the Secretary to act as such as set forth in the resolution, and agreeing to maintain and operate the airport in accordance with certain conditions; and

## AGENCY AGREEMENT

WHEREAS, upon such request, the Secretary is authorized by law to act as agent for the sponsor until financial closing of this project;

NOW THEREFORE, the sponsor and the Secretary do mutually agree that the Secretary shall act as the sponsor's agent in the matter of the airport development as provided by law and as set forth in the referenced resolution; provided, however, that the Secretary is not required to provide legal services to the sponsor.

By: SECRETARY OF TRANSPORTATION

David M. Greene 02-27-2023  
David M. Greene, Director (Date)  
Bureau of Aeronautics

## FEDERAL BLOCK GRANT OWNER ASSURANCES

WHEREAS, the sponsor does agree to the conditions established in Wis. Admin. Code Trans §55, and for projects receiving federal aid, to the attached federal sponsor assurances, which are a condition of a federal grant of funds.

The federal block grant owner assurances shall remain in full force and effect throughout the useful life of the facilities developed under this project, but in any event ~~not to exceed twenty (20) years from the date of the finding (except for aid projects which shall run in perpetuity)~~

Acceptance: The sponsor does hereby accept the agency agreement and the federal block grant owner assurances.

Sponsor: The City of Chetek, Barron County, Wisconsin

Carmen Leuman  
Name Clerk-Treasurer  
Title 12/13/2022  
Date

[Signature]  
Name MAYOR  
Title 12/13/2022  
Date

W:\Airports\ Chetek Municipal (Y23)\Petition\10-22Y23res.docx

**WISCONSIN DEPARTMENT OF TRANSPORTATION  
DIVISION OF TRANSPORTATION INVESTMENT MANAGEMENT  
BUREAU OF AERONAUTICS**

**Eligibility Statement**

**for**

**Petition dated December 12<sup>th</sup>, 2022**

**Submitted by:**

**City of Chetek**

**Chetek Municipal – Southworth Airport**

## I. Project Background

### A. Petition

The sponsor of the proposed project, City of Chetek, petitioned the Secretary of Transportation, under Wis. Stats. §114.33(2) for State Aid to improve the Chetek Municipal – Southworth Airport. The improvement(s) desired were requested in a petition dated September 9th, 2022. The requested improvement(s) are:

1. Microsurface crack fill and sealcoat airfield pavements.
2. Pavement Marking.
3. Clear and maintain runway approaches as stated in Wis. Admin Code Trans §55.
4. Any necessary related work.

### B. Compatibility with national, state, and local plans

Chetek Municipal - Southworth Airport is included in the State Airport System Plan (SASP), making it eligible for state aid. The airport is classified as a Medium General Aviation airport in the SASP.

The airport layout plan was approved on July 1st, 1999. The petitioned improvements are shown on this plan.

## II. Project need assessment

### A. Existing facility

Chetek Municipal – Southworth Airport is located one mile southeast of the City of Chetek on approximately 95 acres. The airport has two runways and a seaplane ramp, Runway 17/35, a 60'x 3,400' bituminous surface runway, including a 500' displaced threshold on Runway 17 approach end, Runway 7/25, a 100' x 1,110' turf runway, and the seaplane ramp is located on Lake Chetek to the northeast of the airport. Runway 17/35 is served by a Medium Intensity Runway Lighting (MIRL) system. The runway lights can be activated by pilot control. Other lighting aids include a lighted wind cone, Precision Approach Path Indicator (PAPI) and Runway End Identifier Lights (REILs) on both ends of Runway 17/35 and obstruction lights in the approaches to Runway 17/35.

Aviation fuel is available at the airport next to the Airport Terminal Building. Two instrument approaches have been published for the airport, a VOR DME-A approach and a GPS approach to Runway 35.

According to BasedAircraft.com, as of 02/21/2023, there are 37 single engine, 6 multi engine, and 4 ultra-light aircraft based at the airport.

B. Assessment of petitioned items

1. Microsurface crack fill and sealcoat fill airfield pavements.

The Sponsor would like to preserve the investment of the majority of the aircraft operating surfaces at airport. By crack sealing and seal coating pavements at the right time, the pavement's life cycle between rehabilitations/reconstructions can be extended, leading to future cost savings and an efficient use of resources.

2. Pavement Marking.

The pavement markings at the airport would need to be redone because of the Microsurface that is also being petitioned for.

3. Clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55.

The airport would like to clear their runway approaches to ensure compliance with Trans 55 requirements and FAA's federal grant assurances.

4. Any necessary related work.

If there is any work that is incidental to other eligible work, it would be included under this item.

III. Public hearing summary

On Dec.13, 2022 at 6:00 PM, at Chetek City Hall, a public hearing was held for the passing of a resolution for state and federal aid towards the airport. The meeting was attended by all board members, which they approved unanimously after no public comments were made.

IV. Eligibility review committee determination

A. Petitioned items

1. Microsurface crack fill and sealcoat fill airfield pavements: The Eligibility Review Committee determined that crack filling and sealcoat is eligible for state funding as determined by an engineering analysis.
2. Pavement Marking. The Eligibility Review Committee determined pavement markings are eligible for state funding
3. Clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55: The eligibility review committee finds this item eligible for State funding. This item is eligible for only the first time clearing on each parcel.



4. Any necessary related work: The eligibility review committee finds this item eligible for State funding as appropriate.

B. Other conditions

Prior to the use of any state funds for the construction of the petition items, the airport owner must:

1. Before project initiation, the project needs to be accurately shown on the airport's approved Airport Layout Plan.

V. Bureau Director Endorsement

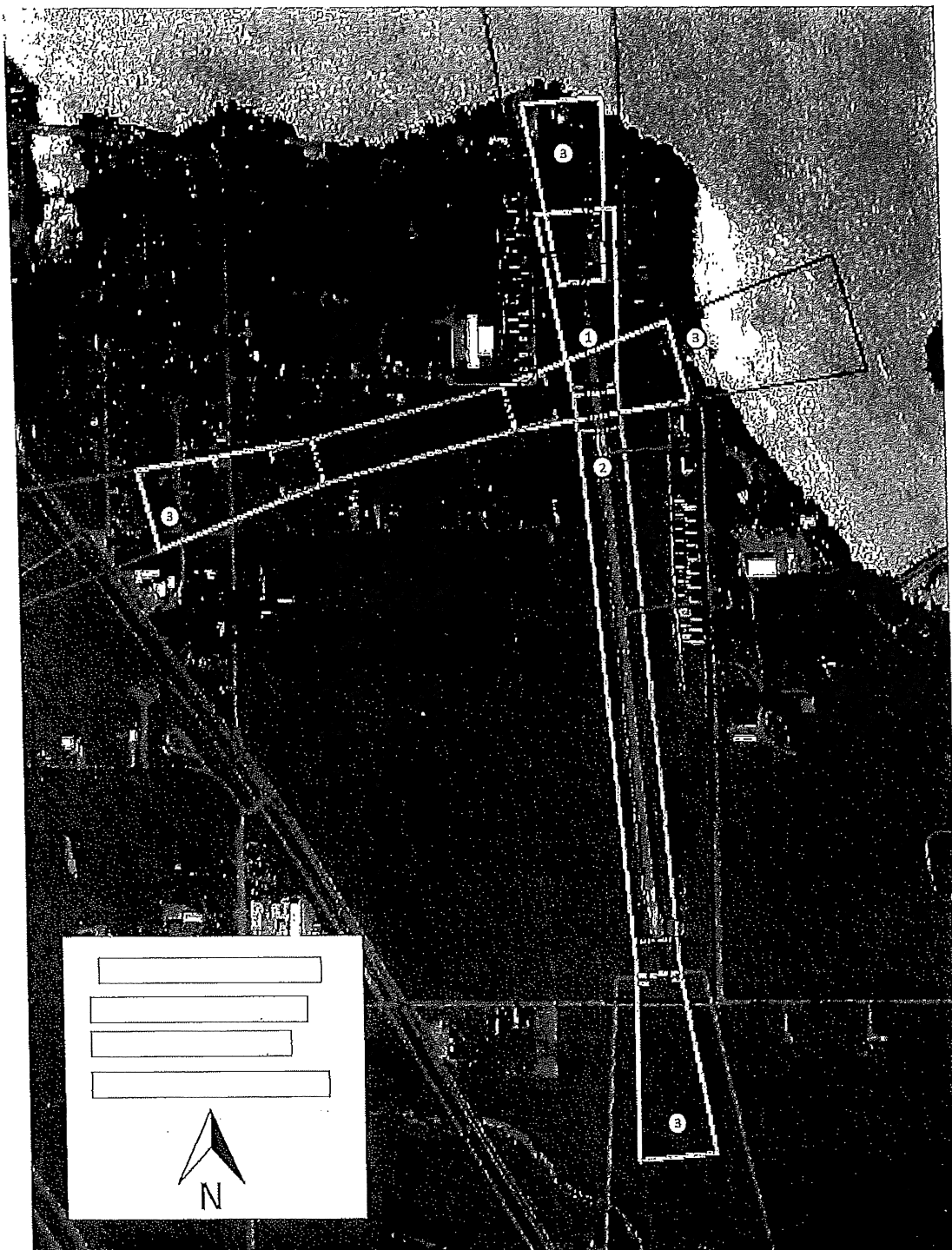
The determination(s) of the eligibility review committee are approved. It is recommended that the eligible items be programmed in accordance with priorities subject to the correction of any deficiencies identified in Wis. Admin. Code Trans §55.06.

Approved: David M. Greene Date: 02-27-2023  
David M. Greene, Director  
Bureau of Aeronautics

DJM

w:\airports\Chetek Municipal – Southworth Airport\petition\ 2022 Eligibility Statement  
114dev.dot/r.04/26/13

## Chetek Municipal Airport



1. Microsurface crack fill and sealcoat airfield pavements
2. Pavement Markings
3. Clear and maintain runway approaches as stated in Wis. Admin Code Trans 55
4. Other necessary related work

### Chetek Municipal Airport Chetek, Wisconsin **ELIGIBILITY STATEMENT**

Bureau of Aeronautics  
Wisconsin Department of Transportation



Checked By: DJM  
Prepared By: DJM  
Date: 1/30/23

This map was created by the Wisconsin Department of Transportation's Bureau of Aeronautics. Any use or recompilation of the information, while not prohibited, is the sole responsibility of the user. WisDOT expressly disclaims all liability regarding fitness of the use of this information for any purpose other than that for which it was intended.

## ORDINANCE NO 791A

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

### Section 1:

Chapter 106, Article IV, Division 5- Use Charges Sections 106-270 through 106-272 of the Chetek Code of Ordinances is hereby amended to read as follows:

#### Sec. 106-270 - Method of computing user charges.

- A. The Utility Committee shall determine the yearly cost of operation and maintenance of the wastewater treatment facility, the total flow-BOD-suspended solids treated by the facility and resulting flow-BOD-suspended solids unit rates.
- B. To these expenses, the City shall add its expenses for debt, operation and maintenance of the City sewerage system and the cost of billing and collecting and then determine the total sewer service charge for each user of the system. The service charge shall be based on the water and wastewater meter readings, when available. When such meter readings are unavailable, the service charge will be a flat charge based on the estimate of usage for the unmetered users.
- C. The user charges, and this article, shall be reviewed annually by the utility committee. User charges shall be adjusted, as required, to reflect the actual number and size of user and actual costs.

#### Sec. 106-271 - Sewer charge.

- A. The total sewer charge shall be the sum of the minimum charge, the debt service charge, the user charge, any applicable surcharges and industrial cost recovery charges.
- B. A sewer service and user charge are hereby imposed upon each lot, parcel of land, building or premises served by the public sewer and wastewater facilities or otherwise discharging sewage, including industrial wastes, into the public sewer and wastewater facilities. Such sewer service charge shall be payable as hereinafter provided and in an amount determinable as follows:
  1. Category A is defined as normal or domestic-strength wastewater having organic concentrations of biochemical oxygen demand (BOD) no greater than 250 milligrams per liter (mg/l), suspended solids no greater than 300 milligrams per liter (mg/l) and phosphorus no greater than six milligrams per liter (mg/l). In addition, a volumetric charge is assessed. The volumetric charge is based on a waste strength of 250 mg/l BOD, 300 mg/l SS and six mg/l P.
  2. Category B is defined as wastewater having organic concentrations of biochemical oxygen demand (BOD) greater than 250 milligrams per liter (mg/l) and/or suspended solids (SS) greater than 300 milligrams per liter (mg/l) and/or phosphorus (P) greater than six milligrams per liter (mg/l). The minimum Category B charge will be based on a concentration of 250 mg/l BOD, 300 mg/l SS and six mg/l P.
  3. The utility committee will reassign sewer users into appropriate sewer service charge categories if wastewater sampling programs and other related information indicate a change of categories is necessary.
  4. Sewer charges will be adopted by Resolution and amended as necessary.

Section 106-272 is hereby deleted

### Section 2

This ordinance shall take effect on its passage and publication as provided for by law.

CITY OF CHETEK

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

Attest: \_\_\_\_\_  
Carmen Newman, clerk/treasurer

Date passed: July 11, 2023

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

Sec. 106-270. - Policy and intent.

It shall be the policy of the City to obtain sufficient revenues to pay the cost of:

(1)

The annual debt retirement payment on any bonded indebtedness;

(2)

Any required cash reserve account payments; and

(3)

Operation and maintenance of the sewage works, including a replacement fund, i.e., a cash account to be used for future expenditures for obtaining or installing equipment, accessories or appurtenances which are necessary to maintain the capacity and performance of the sewage works during the service life for which the works were designed and constructed, through a system of user charges as defined in this division. The system shall ensure that each user of the sewage works pays a proportionate share of the cost of the works.

(Code 2005, § 9-2-5(b); Ord. No. 663A, 10-20-2005)

Sec. 106-271. - Basis user charge.

(a)

Parts of charge. The user charge shall consist of two parts, the equivalent meter charge and the volume charge. A portion of the debt service may be budgeted by levying an ad valorem tax in accordance with State statutes. The methodology of determining the user charges is given in the user charge system, incorporated by reference as Appendix A, a copy of which is on file with the Clerk-Treasurer. The utility shall provide the initial estimates of number of users, costs, etc., to calculate the first year's user charges.

(b)

Review of charges. The user charges, and this article, shall be reviewed not less than biannually. The review shall be performed by the Mayor and the City Clerk-Treasurer. User charges shall be adjusted, as required, to reflect the actual number and size of users and actual costs. Users will be notified annually of the portion of user charges attributable to operation and maintenance.

(Code 2005, § 9-2-5(c)(1), (2); Ord. No. 663A, 10-20-2005)

Sec. 106-272. - Sewer charges.

A sewer service and user charge are hereby imposed upon each lot, parcel of land, building or premises served by the public sewer and wastewater facilities or otherwise discharging sewage, including industrial wastes, into the public sewer and wastewater facilities. Such sewer service charge shall be payable as hereinafter provided and in an amount determinable as follows:

(1)

Category A is defined as normal or domestic-strength wastewater having organic concentrations of biochemical oxygen demand (BOD) no greater than 250 milligrams per liter (mg/l), suspended solids no greater than 300 milligrams per liter (mg/l) and phosphorus no greater than six milligrams per liter (mg/l). The sewer service charge for Category A wastewater is as follows:

MINIMUM SEWER SERVICE CHARGE PER BILLING PERIOD  
WITH ONE CUSTOMER ON EACH METER

Meter Size	Debt Portion	Operation and Maintenance Portion	Total Charge per Month
5/8"	9.74	8.35	18.09
1"	24.35	20.86	45.21
1¼"	38.96	33.38	72.34
1½"	48.70	41.71	90.41
2"	77.94	66.74	144.68
3"	146.12	125.15	271.27
4"	243.55	208.57	452.12

In addition, a volumetric charge is assessed. The volumetric charge is based on a waste strength of 250 mg/l BOD, 300 mg/l SS and six mg/l P. The following equation is used:

V.C.	=	$(CF + 0.00208CB + 0.0025CS + 0.00005CP) \times V = C_v \times V$		
V.C.	=	Total volumetric charge		
CF	=	Flow unit price	=	\$3.05 per 1,000 gallons
CB	=	BOD unit price	=	\$728.44 per 1,000 lbs.
CS	=	SS unit price	=	\$580.83 per 1,000 lbs.
CP	=	Phosphorus unit price	=	\$31,070.01 per 1,000 lbs.
V	=	Total volume of water used during billing period in units of 1,000 gallons		
CV	=	Volume unit price 9/1/22	=	\$7.56 per 1,000 gallons
Total Category A charge — meter charge + volumetric charge				

(2)

Category B is defined as wastewater having organic concentrations of biochemical oxygen demand (BOD) greater than 250 milligrams per liter (mg/l) and/or suspended solids (SS) greater than 300 milligrams per liter (mg/l) and/or phosphorus (P) greater than six milligrams per liter (mg/l). The minimum Category B charge will be based on a concentration of 250 mg/l BOD, 300 mg/l SS and six mg/l P. The equation for the monthly Category B charge is as follows:

SSC = Category A charge (fixed plus volumetric)

+ BOD -  $250 \times V \times 0.00834 \times C_B$   
1000

+ SS -  $300 \times V \times 0.00834 \times C_S$   
1000

+ P -  $6 \times V \times 0.00834 \times C_P$

SSC	=	Total sewer service charge	
BOD	=	Biochemical oxygen demand expressed in mg/l	
SS	=	Suspended solids expressed mg/l	
P	=	Phosphorus expressed in mg/l	
CB	=	BOD unit price	= \$728.44 per 1,000 pounds
CS	=	SS unit price	= \$580.83 per 1,000 pounds
CP	=	Phosphorus unit price	= \$31,070.01 per 1,000 pounds
V	=	Total volume of water used during billing period in units of 1,000 gallon	

(3)

Reassignment of Sewer Users. The Approving Authority will reassign sewer users into appropriate sewer service charge categories if wastewater sampling programs and other related information indicate a change of categories is necessary.

(Code 2005, § 9-2-5(d)(1), (2); Ord. No. 663A, 10-20-2005; Ord. No. 688A, § 1, 2-12-2008; Ord. No. 719A, § 1, 7-12-2011; Ord. No. 782A, § 1, 11-17-2020; Ord. No. 784A, § 1, 6-14-2022, eff. 9-1-2022)



## Sewer rate increase cheat sheet

current		gallons in 1,000s								
		0	1	2	3	4	5	6	7	8
base	14.67	14.67	14.67	14.67	14.67	14.67	14.67	14.67	14.67	14.67
usage	6.13	0	6.13	12.26	18.39	24.52	30.65	36.78	42.91	49.04
	<b>total chrg</b>	<b>14.67</b>	<b>20.8</b>	<b>26.93</b>	<b>33.06</b>	<b>39.19</b>	<b>45.32</b>	<b>51.45</b>	<b>57.58</b>	<b>63.71</b>
23.30%	<b>9-1-22</b>	0	1	2	3	4	5	6	7	8
base	18.09	18.09	18.09	18.09	18.09	18.09	18.09	18.09	18.09	18.09
usage	7.56	0	7.56	15.12	22.68	30.24	37.80	45.36	52.92	60.48
	<i>new chrg</i>	18.09	25.65	33.21	40.77	48.33	55.89	63.45	71.01	78.57
	<b>increase</b>	<b>3.42</b>	<b>4.85</b>	<b>6.28</b>	<b>7.71</b>	<b>9.14</b>	<b>10.57</b>	<b>12.00</b>	<b>13.43</b>	<b>14.86</b>
19.00%	<b>9-1-23</b>	0	1	2	3	4	5	6	7	8
base	21.53	21.49	21.49	21.49	21.49	21.49	21.49	21.49	21.49	21.49
usage	9.00	0	9.00	17.99	26.99	35.99	44.98	53.98	62.97	71.97
	<i>new chrg</i>	21.49	30.49	39.48	48.48	57.48	66.47	75.47	84.46	93.46
	<b>increase</b>	<b>3.40</b>	<b>4.84</b>	<b>6.27</b>	<b>7.71</b>	<b>9.15</b>	<b>10.58</b>	<b>12.02</b>	<b>13.45</b>	<b>14.89</b>
16.00%	<b>9-1-24</b>	0	1	2	3	4	5	6	7	8
base	24.97	24.91	24.91	24.91	24.91	24.91	24.91	24.91	24.91	24.91
usage	10.44	0	10.44	20.88	31.32	41.76	52.20	62.64	73.08	83.52
	<i>new chrg</i>	24.91	35.35	45.79	56.23	66.67	77.11	87.55	97.99	108.43
	<b>increase</b>	<b>3.42</b>	<b>4.86</b>	<b>6.30</b>	<b>7.75</b>	<b>9.19</b>	<b>10.64</b>	<b>12.08</b>	<b>13.52</b>	<b>14.97</b>



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**Emergency Operations Plan - Annual Update**

1 message

**Nate Dunston** <nate.dunston@co.barron.wi.us>

Wed, Jun 14, 2023 at 9:11 AM

To: cnewman@cityofchetek-wi.gov

Good Morning,

It is that time of year again to update your municipality's Emergency Operations Plan (EOP). I attached a copy of your 2022 plan that we have on file, please verify all information and submit a copy of your EOP in a word document format and a PDF of the signature page to our office no later than October 31, 2023.

If you have any questions or concerns please let me know.

Thank you,

**Nate Dunston**Emergency Management Specialist  
Barron County Sheriff's Department

Office: (715) 637-6712 Mobile: (715) 418-0297

Email: nate.dunston@co.barron.wi.us

Website: www.BarronSheriff.org

Address: 1420 State Hwy 25 North, Barron, WI 54812

**Skip the Trip!**

Call Barron County first or visit  
[www.barroncountywisc.gov](http://www.barroncountywisc.gov)  
to see if you can do business remotely

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**4 attachments****2023 EOP Request Letter.pdf**

228K

**Signature Page-City of Chetek.docx**

12K

**2022 - City of Chetek EOP and Transmittal.pdf**

621K

**2022 - Town of Chetek EOP.docx**

3804K

# **CITY OF CHETEK**

# **EMERGENCY OPERATIONS PLAN**

**July 2023**

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

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## EMERGENCY TELEPHONE LISTINGS

	<u>Phone</u>
Barron County Sheriff's Department	(911) 715-537-3106
City of Chetek Police Department	(911) 715-924-3686
Police Chief Ron Ambrozaitis	715-924-3686(O) 715-234-1925 (H) 715-651-1154(C)
Chetek Fire District	(911) 715-237-3370
Fire Chief Ryan Olson	
Mayo Clinic Health System in Barron	(911) 715-537-3186
Lakeview Medical Center	(911) 715-234-1515
Chetek Ambulance	(911) 715-924-4211
(Jeff Martin) Mayor, City of Chetek	715-924-4838 (O)
Dan Knapp, Director of Public Works	715-642-3029/715-642-0822(cell) 715-924-4236 (H)
Wisconsin Emergency Management Duty Officer	800-943-0003
Municipal Office of Emergency Management	715-924-4838
Barron County Emergency Management	715-537-6595
Xcel Energy	800-895-1999
Barron Electric Cooperative	715-537-3171
Mosaic Telecom	715-458-5400
CenturyLink Telephone Company	800-824-2877
Wisconsin Gas Company	800-261-5325
American Red Cross Chippewa Valley Chapter	715-234-4888
Barron County Site Office (Rice Lake)	
Barron County Health & Human Services	715-537-5691
County Medical Examiners Officer (Coroner)	(911)
Wisconsin DNR (Cumberland Office)	715-822-3590 or 800-228-1368

## EMERGENCY OPERATIONS CENTER - ALERTING LIST

1. City Emergency Management
2. Director/Coordinator – Mayor      Jeff Martin  
Cell Telephone:      715-925-6078  
Office Telephone:      715-924-4838  
Home Telephone:      715-924-4234  
Email:      [chetekmayor@cityofchetekwi.us](mailto:chetekmayor@cityofchetekwi.us)
3. Alderperson –      Scott Bachowski  
Cell Telephone:      715-931-0502  
Office telephone:      715-537-6290  
Home Telephone:  
Email:      [ward1@cityofchetekwi.us](mailto:ward1@cityofchetekwi.us)
4. Alderman –      Earl Grover  
Home Telephone:      715-642-3192  
Email:      [ward2@cityofchetekwi.us](mailto:ward2@cityofchetekwi.us)
5. Alderperson –      Thea Hempel  
Cell Telephone:  
Home Telephone:      314-330-4661  
Email:      [ward4@cityofchetekwi.us](mailto:ward4@cityofchetekwi.us)
6. Alderman –      Terry Hight  
Cell Telephone:      715-475-9811  
Home Telephone:  
Email:      [ward3@cityofchetekwi.us](mailto:ward3@cityofchetekwi.us)
7. Clerk/Treasurer –      Carmen Newman  
Cell Telephone:      715-642-0431  
Office Telephone:      715-924-4838  
Home Telephone:  
Email:      [cnewman@cityofchetekwi.us](mailto:cnewman@cityofchetekwi.us)
8. Director of Public Works -      Dan Knapp  
Cell Telephone:      715-642-3029/715-642-0822  
Office Telephone:      715-924-4236  
Home Telephone:      715-924-2667  
Email:      [dknapp@cityofchetekwi.us](mailto:dknapp@cityofchetekwi.us)

## **LEGAL BASIS**

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

### **FEDERAL**

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

### **WISCONSIN STATUTES**

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

### **COUNTY ORDINANCES**

### **MUTUAL AID AGREEMENTS**

## ACRONYMS

CP	COMMAND POST
DNR	DEPARTMENT OF NATURAL RESOURCES
EMS	EMERGENCY MEDICAL SERVICES
EOC	EMERGENCY OPERATIONS CENTER
EOP	EMERGENCY OPERATIONS PLAN
ICS	INCIDENT COMMAND SYSTEM
NIMS	NATIONAL INCIDENT MANAGEMENT SYSTEM
PIO	PUBLIC INFORMATION OFFICER
UDSR	UNIFORM DISASTER SITUATION REPORT
WEM	WISCONSIN EMERGENCY MANAGEMENT



## **CITY EMERGENCY OPERATIONS PLAN**

### **A. PURPOSE:**

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

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

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

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

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

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

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

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

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

**D. ORGANIZATION:**

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

**E. RESPONSIBILITIES AND TASKS:**

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

**F. RESOURCE MANAGEMENT:**

Mutual Aid Reciprocal Agreements:

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

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

**Support from State and Federal Agencies:**

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

**G. PLAN DEVELOPMENT AND MAINTENANCE**

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

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

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

**H. SIGNATURES**

The undersigned have reviewed and hereby approve this Emergency Operations Plan for the City of Chetek.

\_\_\_\_\_  
City Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk/Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Aldersperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Aldersperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Aldersperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Aldersperson

\_\_\_\_\_  
Date

**CITY MAYOR/OFFICIAL**  
**KEY ACTION CHECKLIST**

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

**CITY MAYOR/OFFICIAL SHOULD:**

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

## **CITY EMERGENCY MANAGEMENT COORDINATOR**

### **KEY ACTION CHECKLIST**

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

#### **CITY EMERGENCY MANAGEMENT COORDINATOR SHOULD:**

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

## **CITY CLERK/TREASURER**

### **KEY ACTION CHECKLIST**

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

#### **CITY CLERK/TREASURER SHOULD:**

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

## **WARNING/COMMUNICATIONS**

### **KEY ACTION CHECKLIST**

The Warning and Communications function is responsible for warning and communications in the City of Chetek. The following tasks represent a checklist of actions this function should consider in an emergency or disaster situation.

The Barron County Sheriff's Department, located in the Justice Center at 1420 State Highway 25 North, Barron, Wisconsin, is responsible for warning and communications activities in the City of Chetek.

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

1. Warn the following:
  - a. City Mayor/Official
  - b. County Emergency Services Director
  - c. Special Facilities (nursing homes, schools, hospitals, etc.)
2. Ensure all agencies represented in the City EOC have communications both to their staff at their department offices and their staff at the incident site. This equipment may consist of phone, cell phone, and/or two-way radio with the Barron County Highway Department.
3. Activate public warning system. This may consist of telephone or door-to-door contact.
4. Establish communications with the County EOC if activated or the County Emergency Services Office.
5. Establish communications with Command Post if established.



## **LAW ENFORCEMENT**

### **KEY ACTION CHECKLIST**

The City of Chetek Police Department is responsible for law enforcement activities in the City of Chetek. The following tasks represent a checklist of actions this department should consider in an emergency or disaster situation.

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

#### Other responsibilities may include:

Enforce curfew restrictions in the affected area.

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

Assist the medical examiner with mortuary services.

If the County EOC is activated, establish and maintain contact with the contact person representing law enforcement. Try to anticipate your department's needs for manpower and equipment 24 hours in advance. If additional assistance is needed, utilize mutual aid agreements with other police departments and/or state police.

## **HUMAN SERVICES**

### **KEY ACTION CHECKLIST**

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

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

## **PUBLIC WORKS**

### **KEY ACTION CHECKLIST**

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

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

## **PUBLIC HEALTH SERVICES/EMERGENCY MEDICAL SERVICES**

### **KEY ACTION CHECKLIST**

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

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

**PUBLIC INFORMATION**  
**KEY ACTION CHECKLIST**

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

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

## **FIRE SERVICES**

### **KEY ACTION CHECKLIST**

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

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

#### Other responsibilities may include:

Assist with traffic control.

Assist with debris clearance.

If the County EOC is activated, establish and maintain contact with the person representing fire services.

If the Barron County Hazardous Materials Response Team is needed, request their assistance through the Sheriff's Department.

If the Regional Hazardous Materials Team is needed, obtain assistance through the WEM Duty Officer (1-800-943-0003).

If additional assistance is necessary, utilize mutual aid agreements and/or contracts with other fire departments.

## **DAMAGE ASSESSMENT**

### **KEY ACTION CHECKLIST**

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

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

## DISASTER DECLARATION

WHEREAS, a disaster, namely \_\_\_\_\_ has struck the City of Chetek; and

WHEREAS, because of such emergency conditions, the Common Council is unable to meet with promptness; and

WHEREAS, the disaster has caused the City of Chetek to expend or commit all of its available resources; and

WHEREAS, the City of Chetek is asking for county assistance and requests the county to advise the State of Wisconsin of our emergency conditions:

NOW THEREFORE, pursuant to State Statute 323, as Chief Elected Official of the City of Chetek in testimony whereof I have hereunto set my hand and have caused the great seal of the City of Chetek to be affixed.

Done at the City Hall this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOW THEREFORE, pursuant to State Statute 323, as Mayor City of Chetek, do hereby concur that a state of emergency exists in the City of Chetek.

In testimony whereof I have hereunto set my hand. Done at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor, City of Chetek



## EVACUATION DECLARATION

WHEREAS, a disaster proclamation has been issued; and

WHEREAS, the disaster resulted in a state of emergency existing in our community; and

WHEREAS, it is reasonable to believe that a threat to the lives and health of our citizens exists;

NOW THEREFORE, I \_\_\_\_\_ do hereby proclaim that the area bordered by \_\_\_\_\_ on the north, \_\_\_\_\_ on the south, \_\_\_\_\_ on the east, and \_\_\_\_\_ on the west be immediately evacuated.

This proclamation is in effect until further notice.

In testimony whereof I have hereunto set my hand.

Done at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Mayor, City of Chetek

## SPECIAL FACILITIES IN OR NEAR CITY OF CHETEK

FACILITY & ADDRESS	# PEOPLE	CONTACT	TITLE	WORK
<b>Schools</b>				
Chetek-Weyerhaeuser Senior High 1001 Knapp Street	400	Mark Johnson Larry Zeman	Superintendent Principal	715-924-2226 Ext 2007 715-924-3137
Chetek-Weyerhaeuser Middle School 1001 Knapp Street	275	Mark Johnson	Superintendent Principal	715-924-2226 Ext 2007 715-924-3136
Roselawn Elementary School 1201 6th Street	467	Mark Johnson	Superintendent Principal	715-924-2226 Ext 2007 715-924-2244
<b>Hospitals/Clinics</b>				
Marshfield Clinic - Lake Country 806 2nd Street	15		Registered Nurse	715-924-2000
Luther Midelfort Northland - Chetek 220 Douglas Street	20	Karolyn Bartlett	Asst Administrator Luther Midelfort Northland	715-537-3166 Ext 71601
<b>Nursing Homes/Elderly/Disabled</b>				
Meadowbrooke of Chetek 725 Knapp Street	97 beds		Administrator	715-924-4891
Meadowbrook Assisted Living 708 Tainter Street	14 units		Administrator	715-924-4891
Evergreen Apartments 707 Tainter Street	20 units elderly	superior office	Housing manager	715-925-2015 866-405-3056
Lone Oak Manor Apartments 801 West Stout Street	30 Apts/ 32 residents	Meg Skemp	Executive Director	715-537-5344 N/A
Just Like Home 1117 West Stout Street	4 elderly	Ted & Sonia Kotz	Owners	715-924-3632
BARC Lane Apartments (Barron Area Retarded Citizens) 651 9th Street	6 units	Catholic Charities	Caretaker	715-399-6808
<b>Day Care Centers</b>				
Laugh n Learn 727 Morrison Street	9 or more children	Sarah Murray		715-492-1412
FACILITY & ADDRESS	# PEOPLE	CONTACT	TITLE	WORK
Little Steps Day Care 998 23-3/4 Street	8	Josephine Zeman		715-859-6654
Chetek Kids Club; Chetek-Weyerhauser School District; 1001 Knapp St	Approx 30	Mark Johnson	Superintendent	924-2226X 2007 924-2244X 2132
<b>Off-Site Facilities/Miscellaneous</b>				
Parker Hannifin Corporation 1715 Parker Drive	85 shift 1 - 65 shift 2 - 50 shift 3		Facility Coordinator	715-924-9402 (24 hr)

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

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

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

## Tax Incremental District (TID) Termination Resolution

City \_\_\_\_\_ of \_\_\_\_\_ CHETEK \_\_\_\_\_ TID 03 \_\_\_\_\_ Resolution \_\_\_\_\_ 2023-10 \_\_\_\_\_  
(town, village, city) (municipality) (number) (number)

WHEREAS, the City \_\_\_\_\_ of \_\_\_\_\_ CHETEK \_\_\_\_\_ created TID 3 on 04 26, 2007, and adopted  
(month) (day) (year)  
a project plan in the same year, and

WHEREAS, all TID 3 projects were completed in the prescribed allowed time; and:

☐ WHEREAS, sufficient increment was collected as of the \_\_\_\_\_ tax roll, payable \_\_\_\_\_, to cover TID 3  
(year) (year)  
project costs.

☒ WHEREAS, insufficient increment was collected to cover project costs.

THEREFORE BE IT RESOLVED, that the City \_\_\_\_\_ of \_\_\_\_\_ CHETEK \_\_\_\_\_ terminates TID 3 ; and

BE IT FURTHER RESOLVED, that the City \_\_\_\_\_ Clerk shall notify the Wisconsin Department of Revenue (DOR),  
within sixty (60) days of this resolution or prior to the deadline of April 15, 2023, whichever comes first, that the TID  
(year)  
has been terminated; and

BE IT FURTHER RESOLVED, that the City \_\_\_\_\_ Clerk shall sign the required DOR Final Accounting Submission  
Date form (PE-223) agreeing on a date by which the City \_\_\_\_\_ shall submit final accounting information to DOR;  
and:

☐ BE IT FURTHER RESOLVED, that the City \_\_\_\_\_ Treasurer shall distribute any excess increment collected after  
providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares as  
determined in the final audit by the City \_\_\_\_\_'s auditor, \_\_\_\_\_.  
(auditor name)

☒ BE IT FURTHER RESOLVED, that the City \_\_\_\_\_ of \_\_\_\_\_ CHETEK \_\_\_\_\_ shall accept all remaining debts for  
TID 3 as determined in the final audit by the City \_\_\_\_\_ auditor, Clifton, Larson, Allen, LLP \_\_\_\_\_.  
(auditor name)

Adopted this 11 day of July, 2023  
(day) (month) (year)

Resolution introduced and adoption moved by alderperson \_\_\_\_\_  
(name)

Motion for adoption seconded by alderperson \_\_\_\_\_  
(name)

On roll call motion passed by a vote of \_\_\_\_\_ ayes to \_\_\_\_\_ nays  
(number) (number)

ATTEST:

\_\_\_\_\_  
(Mayor/Head of Government Signature)

\_\_\_\_\_  
(Clerk Signature)

**RESOLUTION NO. 2023-11**

WHEREAS, the Emily Breidenbach memorial funds at Sterling Bank have been transferred to the general fund for payment to the family;

WHEREAS, the police chief and council members have determined that the family members that should receive the memorial funds include Emily Breidenbach's father Robert Breidenbach, mother Susan Meyers, and fiancé Shayne Scribner;

WHEREAS, the bank account at Sterling has been closed and any remaining donations received shall be disbursed to Emily's fiancé, Shayne Scribner.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Chetek that the City Clerk/Treasurer be authorized to issue payments as mentioned above.

CITY OF CHETEK

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

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

Passed: July 11, 2023

ORDINANCE NO. 790A

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

**Section 1.** Section 2-400 dealing with Members of the Airport Committee is recreated as follows:

Sec. 2-400. — Members. - The Airport Committee shall consist of 5 persons, one of whom shall be a council member and two shall reside in the City of Chetek.

**Section 2.** Section 2-401 dealing with the Powers and Duties of the Members of the Airport Committee is recreated as follows:

Section 2-401. — Powers and duties.

Airport Committee shall:

- (1) Organize and take charge of all affairs necessary in the management and operation of an airport for the City;
- (2) Annually, prepare and submit to the City Clerk-Treasurer no later than September 1st a budget for necessary expenditures for such management and operations;
- (3) Make recommendations to the Common Council any and all affairs pertaining to aeronautics;
- (4) Authorize all expenditures within the budget for expenditures for the maintenance or well-being of aeronautics
- (5) Recommend to the Council the hiring of an Airport Manager, if deemed appropriate;

**Section 3.** Section 2-230 dealing with the resident requirements for certain boards, commissions or committees is modified as follows:

Sec. 2-230. — Residency required for service on boards, commissions or committees.

No person not a resident of and not residing in the City shall be appointed to any City board, commission, or committee, or shall serve thereon, except for the Housing Authority, Library Board, Community Center Board, and Airport Committee, which pursuant to State law, may have as members up to two persons who reside in towns adjacent to the City; Any board, committee or commission member who moves from the City shall immediately be removed from such board or commission.

City of Chetek

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

Attest: \_\_\_\_\_  
Carmen Newman, City Clerk-Treasurer

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

## VACANT LAND PURCHASE AGREEMENT

THIS VACANT LAND PURCHASE AGREEMENT ("Agreement") is entered into as of July 3, 2023 (the "Effective Date") between the City of Chetek, a Wisconsin municipal corporation ("Seller") and Blackbear Properties, LLC, a Wisconsin limited liability company, or its successors or assigns ("Buyer") (Seller and Buyer are collectively referred to as the "Parties").

### RECITALS

A. Seller owns real property situated in the City of Chetek, Barron County, located at 75 Highway Blvd South and identified by Parcel Identification Number 211-8120-20-000 approximately 38.65 acres in size.

B. Buyer offers to purchase and Seller desires to sell approximately 2.0 acres, more or less, of Seller's real property pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, Buyer and Seller agree as follows:

### I. PURCHASE AND SALE OF THE PROPERTY

Section 1.1. Agreement of Purchase and Sale. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement, the real property consisting of approximately 2.0 acres depicted on the attached **Exhibit A** ("Property"). The Property is being purchased by Buyer "AS IS" without any representations or warranties whatsoever, express or implied, or as to the fitness or conditions of the Property for any purpose.

Section 1.2. Subdivision of Seller's Real Property. Prior to Closing, Seller shall cause its real property to be divided by Certified Survey Map ("CSM") to create the separate 2.0 acre parcel that will constitute the Property to be conveyed to Buyer. Buyer and Seller shall cooperate with the request for approval of the CSM and shall assist in facilitating the consideration and approval of the application as necessary. The cost of the CSM and recording thereof shall be borne by Buyer.

### II. PURCHASE PRICE

Section 2.1. Purchase Price. Buyer shall pay to Seller, as consideration for the purchase of the Property, the sum of FOURTY THOUSAND AND 00/100 U.S. DOLLARS (\$40,000.00) ("Purchase Price"), as the same may be adjusted as provided in this Agreement.

Section 2.2. Payment of Purchase Price. Payment of the Purchase Price, as increased or decreased by prorations and adjustments as provide in this Agreement, shall be paid by Buyer to Seller at closing by cash or immediately available funds.

Section 2.3. Earnest Money. Within Seven (7) of the Effective date Buyer shall deposit with the title Company acceptable to Seller the sum of \$2,000.00 as earnest money for this transaction. Unless otherwise set forth in this Agreement all earnest money shall be applicable to the Purchase Price and refundable in the event failure of a Buyer contingency.

### III. CONTINGENCIES

Section 3.1. Buyer's Contingencies. Buyer's obligations under this Agreement are contingent upon Buyer's review and approval of title to the Property in accordance with Article IV below.

Section 3.2. Right of Termination. In the event any of the contingences outlined are not satisfied on or before the last day of the Inspection Period as defined in Section 5.2, or any other period expressly set forth in this Agreement, Buyer shall have the right to terminate this Agreement by written notice to Seller not later than the expiration of the Inspection Period.

Section 3.3 Access and Utility Easements. If required for Buyers use of the Property or Sellers use of its remaining property, on or before closing, Buyer and Seller shall execute such access and utility easement(s) as required by the Parties to provide access and utilities to serve the Property. In the event that all of such agreements are not agreed to and executed by all Parties, this Agreement may be terminated by either Party.

### IV. TITLE AND SURVEY

Section 4.1. Title Commitment. Within Ten (10) days of the Effective Date, Seller shall order a current title commitment (and copies of documents affecting title) for the Property for a 2021 ALTA form owner's title policy in the amount of the Purchase Price issued by \_\_\_\_\_ (the "Title Company") showing fee simple title in Seller subject to the conditions and stipulations and general exceptions contained therein ("Title Commitment").

Section 4.2. Review of Commitment. Buyer shall have ten (10) days from the date of receipt of the Commitment, and five (5) days from receipt of the updated Commitment pursuant to Section 4.6, to notify Seller in writing of such objections Buyer may have to anything contained in the Commitment, provided, however, that Buyer shall not have the right to object to any Permitted Exceptions described in Section 4.4 below ("Title Review Period"). If Buyer fails to object in writing to any item contained in the Commitment during the Title Review Period, Buyer shall be deemed to have waived its right to object to such item, and such item shall



thereafter be deemed a Permitted Exception. In the event that Buyer objects to any item contained in the Commitment within the Title Review Period (such items being referred to as "Unpermitted Exceptions"), Seller may notify Buyer in writing within 10 days following the date of Buyer's notice of such Unpermitted Exceptions that either (a) the Unpermitted Exceptions have been, or will be at or prior to Closing, removed from the Commitment, as the case may be, or (b) have the Title Company commit to insure against loss or damage that may be occasioned by the Unpermitted Exceptions.

Section 4.3. Failure to Cure Unpermitted Exceptions. If Seller informs Buyer that Seller shall not cure any of the Unpermitted Exceptions, or if Seller informs Buyer that Seller shall cure the Unpermitted Exceptions and Seller fails to do so or fails to have the Title Company remove from the Title Commitment the Unpermitted Exceptions on or before the date of Closing, Buyer may elect to terminate this Agreement by providing notice to Seller given no later than the earlier of ten (10) days after Seller informs Buyer that Seller shall not cure an Unpermitted Exception, and the date of Closing. If Buyer fails to terminate this Agreement, then Buyer shall take title in its as-is condition and all uncured Unpermitted Exceptions or Unpermitted Exceptions that Seller elects not to cure shall be deemed Permitted Exceptions. If Buyer requires any additional title endorsements, Seller agrees to reasonably cooperate with Buyer to obtain the same, provided such endorsements shall be at Buyer's sole cost and expense, Buyer's obligations hereunder to proceed with Closing shall not be conditioned upon the availability of any such endorsements and Seller shall not be obligated to furnish any indemnifications, undertakings or guaranties in connection with any such endorsements. In no event shall Seller's failure to cure an Unpermitted Exception be deemed a default under this Agreement. Notwithstanding the foregoing, Seller shall remove at or before closing all monetary liens encumbering the Property of an ascertainable about.

Section 4.4. Permitted Exceptions. In addition to those matters shown in the Commitment which become Permitted Exceptions pursuant to Section 4.3 above, the following shall also be deemed to be Permitted Exceptions: (a) taxes for the year in which Closing occurs; (b) liens and encumbrances arising after the date of this Agreement which Buyer consents in writing or arising by or through Buyer; (c) building and zoning laws, ordinances and regulations; (d) easements, covenants, conditions and restrictions which are a matter of public record, or which have been disclosed to Buyer prior to the end of the Inspection Period; (e) matters revealed by an accurate survey of the Property; and (f) easements and agreements contemplated by this Agreement.

Section 4.5. Owner's Title Policy. On the Closing Date, Seller shall request the Title Company to issue an owner's title insurance policy at Buyer's sole cost insuring fee simple title in Buyer as of the Closing Date, in accordance with the Commitment, subject only to the Permitted Exceptions. If Buyer desires to obtain extended coverage or any endorsements, the same shall be at the sole expense of Buyer.

Section 4.6. CSM. Prior to Closing, Seller shall cause the recording of the CSM required by Section 1.2. Upon recording of the CSM, the Commitment shall be updated to

reflect the legal description of the Property and any other items as may require to be updated on the Commitment as a result of the recording of the CSM.

## V. INSPECTION PERIOD

Section 5.1. Property Documents. Within ten (10) business days of the Effective Date, Seller shall deliver or otherwise make available to Buyer, to the extent in Seller's possession, environmental reports, surveys, and title insurance policies relating the Property (the "Property Documents"). Buyer hereby waives all disclosures required by Wisconsin Statutes, including, but not limited to, § 709.033. Seller makes no warranty or representation as to the accuracy of any reports prepared by third parties provided to Buyer.

Section 5.2. Inspection Period. Buyer shall have Ninety (90) days following the Effective Date ("Inspection Period") to review the documents delivered by Seller pursuant to Section 5.1, to inspect the physical and environment condition of the Property (the "Inspections"), and to obtain governmental approvals for Buyer's desired use of the Property. The Inspections may include but need not be limited to, performing a Phase I Environmental Site Assessment, and an engineering assessment of the condition of the Property. In this regard, Buyer and its designated agents may enter upon the Property for the purpose of the Inspections; provided, however, that: (a) the Inspections shall be arranged with Seller so as to minimize interruption or disturbance to Seller; (b) Buyer shall repair any damage to the Property occurring as a result of the Inspections; and (c) prior to the Inspections, Buyer shall furnish and shall cause each designated agent to furnish to Seller a certificate of commercial general liability and property damage insurance naming Seller as an additional insured. Buyer shall indemnify, defend, and hold harmless Seller against all claims, liens and damages, including attorneys' fees, and court costs arising from Buyer or its contractors' activities on the Property.

Section 5.3. Condition of Property. In the event that Buyer determines that the physical or environmental condition of the Property is unacceptable to Buyer for any reason, or Buyer is unable to secure the necessary governmental approval and permits for its desired use of the Property, Buyer shall give Seller written notice of such fact as soon as possible and in any event on or before the expiration of the Inspection Period. If any such unacceptable physical or environmental condition can be corrected by the mutual agreement of Seller and Buyer (without any obligation on the part of either Seller or Buyer to so agree), then this Agreement shall be amended and extended as appropriate on or before the end of the Inspection Period. In the event Seller and Buyer are unable to so agree, Buyer may, at Buyer's sole option, terminate this Agreement by written notice to Seller. Buyer's preserving this Agreement at the end of the Inspection Period in effect shall be deemed an approval of the Property, and Buyer waives any right to object further to any of the foregoing.

## VI. CLOSING

Section 6.1. Time and Place. The consummation of the purchase and sale of the Property contemplated by this Agreement (the "Closing") shall take place at a time and date

mutually agreed by Buyer and Seller, but in no event later than seven (7) days after the end of the Inspection Period (the "Closing Date"). The Closing shall take place at the Title Company or in escrow, at the election of the Parties.

Section 6.2. Seller's Obligations at Closing. At Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:

- (a) a recordable Special Warranty Deed (the "Deed") conveying the Property to Buyer containing a recapture provision in the event Buyer fails to timely develop the Property .
- (b) the recorded CSM.
- (c) an owner's policy, or a suitably marked up Title Commitment initialed by the Title Company obligating the Title Company to issue the Title Policy to Buyer, in the form required by this Agreement and as approved by Buyer.
- (d) Development Agreement signed on behalf of Seller.
- (e) a Seller's Affidavit indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Property, together with any standard owner's affidavit and/or indemnity which may be reasonably required by Title Company to issue the Title Policy.
- (f) all documentation required by Section 1445 of the Internal Revenue Code.
- (g) all such further documents as may be reasonably determined by the Title Company to be necessary to transfer the Property to Buyer as provided herein.

Section 6.3. Buyer's Obligations at Closing. At the Closing, Buyer shall deliver to Seller the following:

- (a) the Purchase Price, as increased or decreased by prorations or adjustments set forth in this Agreement, in immediately available certified funds.
- (b) Development Agreement signed on behalf of Buyer.
- (c) such evidence as Seller's counsel or the Title Company may reasonably require as to the authority of the persons executing documents on behalf of Buyer.
- (d) all documentation required by Section 1445 of the Internal Revenue Code.

- (e) all other documents reasonably necessary to in order to complete all conveyances, transfers, sales, and assignments contemplated by this Agreement.

Section 6.4. Prorations. Taxes for the current year, any pending or levied assessments, as well as all other items of income and expense, if any, shall be prorated as of the date of Closing. Seller and Buyer shall execute a closing statement containing agreed upon prorations and closing figures.

Section 6.5. Real Estate Taxes and Special Assessments. On or before the Closing Date, Seller shall pay all general real estate taxes for the Property that are payable for the year 2022 and all prior years. Seller shall also pay, on or before the Closing Date, any deferred taxes that may be due as a consequence of such Closing and all special assessments levied or pending against the Property as of the Closing Date. General real estate taxes for the Property due for the year of Closing shall be apportioned between Buyer and Seller as of the Closing Date based on a 365 day calendar year as if Buyer were vested with title to the Property on the Closing Date.

Section 6.6. Acceptance of Deed. The acceptance of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller under this Agreement, except those obligations which are herein specifically stated to survive the delivery of the Deed or which are specifically stated in any other closing document to survive the delivery thereof. Possession of the Property shall be delivered by Seller to Buyer at the Closing, subject to the Permitted Exceptions.

## **VII. CLOSING COSTS**

Section 7.1. Recording, Transfer, and Title Fees. Buyer shall pay the deed and transfer taxes, the cost of preparing and issuing the title insurance commitment, the cost of the Owner's Policy of Title Insurance, Lender's Policy of Title Insurance, if any, recording the Deed, Development Agreement and all inspection and application costs under the Title Review Period and Inspection Period.

Section 7.2. Title Charges. All charges of the Title Company including any customary closing fees shall be paid by Buyer.

Section 7.3. Attorneys and Engineering Fees. Buyer shall pay Seller's attorney's fees and engineering associated with the negotiation of this Agreement, the Development Agreement and closing of this transaction.

Section 7.4. CSM and Other Fees. The cost of preparing, approving and recording the CSM, including all survey costs, shall be paid by Buyer. All other costs, charges and expenses shall be paid as provided in this Agreement, or in the absence of such provision, in accordance with local custom.

## **VIII. CONDITIONS TO CLOSING**

Section 8.1. Buyer's obligation to proceed to Closing under this Agreement is subject to the satisfaction, prior to the Closing Date, of all of the following conditions precedent, each of which may be waived by Buyer in its discretion:

- (a) Seller will have performed and satisfied all of Seller's obligations under this Agreement.
- (b) All representations and warranties of Seller as set forth in this Agreement shall be true and correct in all material respect as of the Effective Date and as of Closing.
- (c) There will be no material adverse change between the Effective Date and the Closing Date in the physical condition of the Property.
- (d) Seller will deliver title to Buyer in a condition that enables the Title Company to deliver the Owner's Policy subject only to Permitted Exceptions.

In the event any of the foregoing conditions are not satisfied on the Closing Date, Buyer will have no obligation to proceed to Closing and, unless Buyer delivers written notice to Seller that Buyer has waived any unsatisfied condition and will proceed to Closing, this Agreement, upon notice from Buyer to Seller, will cease and terminate. Notwithstanding the foregoing, nothing contained herein will waive or diminish any right or remedy Buyer may have for Seller's default or breach of this Agreement.

Section 8.2. Seller's obligation to proceed to Closing under this Agreement is subject to the satisfaction, prior to the Closing Date, of all of the following conditions precedent, each of which may be waived by Buyer in its discretion:

- (a) Buyer will have performed and satisfied each and all of Buyer's obligations under this Agreement.
- (b) Each and all of Buyer's representations and warranties set forth in this Agreement will be materially true and correct on the Effective Date and on the Closing Date.

In the event any of the foregoing conditions are not satisfied on the Closing Date, Seller will have no obligation to proceed to Closing and, unless Seller delivers written notice to Buyer that Seller has waived any unsatisfied condition and will proceed to Closing, this Agreement, upon notice from Seller to Buyer, will cease and terminate. Notwithstanding the foregoing, nothing contained herein will waive or diminish any right or remedy Seller may have for Buyer's default or breach of this Agreement.

## **IX. REPRESENTATIONS AND WARRANTIES**

Section 9.1. Representations and Warranties of Seller. As of the Effective Date, Seller represents and warrants to Buyer as follows:

- (a) Seller is a municipal corporation organized under the laws of Wisconsin and has the requisite power and authority to enter into and perform this Agreement. The person(s) signing this Agreement and Seller's closing documents on behalf of Seller is authorized to do so and this Agreement constitutes the legal, valid and binding obligation of Seller.
- (b) The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not result in any breach of the terms, conditions or constitute a default under any instrument or obligation to which Seller is now a party.
- (c) Seller is not a "foreign person," "foreign partnership," "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereto.
- (d) Seller is not a person with whom Buyer is prohibited from engaging in this transaction due to any United States government embargos, sanctions, or terrorism or money laundering laws, including, without limitation, due to Seller being (i) subject to United States government embargos or sanctions, (ii) in violation of terrorism or money laundering laws, or (iii) listed on a published United States government list (i.e. lists maintained by OFAC or other lists of similar import).

Section 9.2. Representations and Warranties of Buyer. As of the Effective Date, Buyer represents and warrants to Seller as follows:

- (a) Buyer is a limited liability company organized under the laws of Wisconsin and has the requisite power and authority to enter into and perform this Agreement. The person signing this Agreement and Buyer's closing documents on behalf of Buyer is authorized to do so and this Agreement constitutes the legal, valid and binding obligation of Buyer.
- (b) Buyer has the requisite power and authority to enter into this Agreement, the Buyer's closing documents and such documents have been duly authorized by Buyer and have been or will be duly executed and delivered; and such documents are enforceable against Buyer in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, creditor's rights and other similar laws.
- (c) There are no material judgments, suits or proceedings pending against Buyer in any court, nor are there any income tax liens, replevins, attachments or executions against Buyer or its property, nor has any petition in bankruptcy or arrangement proceeding been filed by or against Buyer, nor has Buyer taken advantage of any law relating to insolvency, nor are there any matters pending which would affect

Buyer's ability to own and operate the Property and satisfy its obligations under the this Agreement.

(d) Buyer will not record this Agreement or a memorandum hereof at any time.

Section 9.3. Survival of Representations. The representations and warranties contained in this Article shall survive Closing and shall be true and correct on the Effective Date and Closing Date. In no event shall Seller be liable after the date of Closing for its breach of any Representation or Warranty if prior to Closing such breach was disclosed in writing to Buyer or actually known to Buyer, or the facts giving rise to such breach were a matter of public record prior to Closing. No suit, action, or proceeding, by reason of any default under Section 9.1 of this Agreement, shall be brought, unless the action shall be commenced within six (6) months of the Closing Date.

## **X. DEFAULT AND REMEDIES**

Section 10.1. Default of Buyer. In the event Buyer fails to perform its obligations pursuant to this Agreement for any reason except failure by Seller to perform hereunder or the permitted termination hereof by Buyer or Seller in accordance with the express provisions of this Agreement, Seller may either (i) waive the default by Buyer and proceed to Closing without adjustment to the Purchase Price, or (ii) terminate this Agreement upon written notice to Buyer identifying the underlying default by Buyer and retain the earnest money deposit as liquidated damages.. Buyer's indemnification obligations under Section 5.2 shall be excluded from any damage limitation set forth in this Section 10.1.

Section 10.2. Default of Seller. In the event Seller fails to perform its obligations pursuant to this Agreement for any reason except failure by Buyer to perform hereunder or the permitted termination of this Agreement by Buyer or Seller in accordance with the express provisions of this Agreement, Buyer may terminate this Agreement and receive the return of the earnest money deposit by giving Seller 15 days' written notice of termination to Seller identifying the underlying default by Seller. The remedies set forth in this Section 10.2 shall be the sole and exclusive remedies available to Buyer for Seller's failure to close the transaction which is the subject of this Agreement in accordance with the provisions of this Agreement.

## **XI. CASUALTY AND RISK OF LOSS**

Section 11.1. Casualty. Prior to Closing, Seller shall have complete responsibility and liability for all damages or injury of any kind to the Property, any improvements thereon, any and all persons, whether employees or otherwise, except for the negligent or intentional acts or omissions of Buyer, their agents or assigns and except pursuant to the provisions of Section 5.2. Seller agrees to maintain Seller's current insurance coverage, if any, on the Property until Closing. If the Property is materially damaged or destroyed prior to the Closing, either party may terminate this Agreement by written notice to the other within fifteen (15) days of the date of damage. If neither party elects to terminate, upon Closing, Seller shall assign and transfer to

Buyer all right, title, and interest in and to any insurance proceeds payable on account of such casualty. In no event shall the Purchase Price be increased by the amount of any such proceeds.

Section 11.2. Post-Closing Risk of Loss. Upon the Closing, full risk of loss with respect to the Property shall pass to Buyer.

## **XII. DISCLAIMERS AND WAIVERS**

Section 12.1. No Reliance on Documents. Except as expressly stated in this Agreement, Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Seller to Buyer in connection with the transaction contemplated hereby (including specifically, without limitation, the Property Documents). Buyer acknowledges and agrees that all materials, data and information delivered by Seller to Buyer in connection with the transaction contemplated hereby (including specifically, without limitation, the Property Documents) are provided to Buyer as a convenience only and that any reliance on or use of such materials, data or information by Buyer shall be at the sole risk of Buyer, except as otherwise expressly stated in this Agreement. Without limiting the generality of the foregoing provisions, if any budget or similar document is delivered by Seller to Buyer, Seller makes no representation or warranty as to the accuracy thereof, nor shall any such document be construed to impose upon Seller any duty to spend the amounts set forth in such budget or other document.

Section 12.2. Disclaimers. Except as expressly set forth in this Agreement or in documents executed at Closing, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, zoning, tax consequences, physical or environmental condition, utilities, governmental approvals, the compliance of the Property with governmental laws, or any other matter or think regarding the Property. Buyer acknowledges and agrees that upon Closing, Seller shall sell and convey to Buyer and Buyer shall accept the Property "As Is, Where Is, With All Faults" except to the extent expressly provided otherwise in this Agreement or in documents executed at Closing.

## **XIII. CONDEMNATION**

Section 13.1. If, at any time prior to the Closing, any action or proceeding is filed or threatened under which more than a de minimis portion of the Property may be taken pursuant to any law, ordinance, or regulation, or by condemnation or the right of eminent domain, Seller shall immediately give notice to Buyer, together with a legal description of the property being taken, and Buyer shall have the right, at its option, to terminate this Agreement by giving written notice. If Buyer does not give such notice within 15 days following Seller's notice, then the Parties shall proceed to Closing, with no reduction in the Purchase Price, and Seller shall assign to Buyer all of Seller's right, title, and interest to appear in and receive any award from such proceeding. In the event any awards are made prior to Closing, Seller shall place such awards in



escrow with the Title Company, which shall release such awards to Buyer upon Closing or to Seller upon termination of this Agreement.

#### XIV. NOTICE

Section 14.1. All notice required or permitted under this Agreement shall be in writing and shall be served on the parties at the following address:

If to Seller:

City of Chetek  
Attn: City Clerk  
P.O. Box 194  
Chetek, WI 54728

With copy to:

Bakke Norman Law Offices  
Attn: Paul Mahler  
P.O. Box 308  
New Richmond WI. 54017  
Email: pmahler@bakkenorman.com

If to Buyer:

Blackbear Properties, LLC  
Attn: Thomas Turner  
120 Knap St #83  
Chetek, WI 54728

With copy to:

Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered upon receipt, (b) sent by a nationally recognized overnight courier, in which case it shall be deemed delivered one business day after deposit with such courier, (c) delivered by hand deliver, in which case it shall be deemed delivered upon receipt, or (d) sent by email (pdf or comparable format) provided that the original thereof shall be promptly sent by a nationally recognized overnight courier), in which case it shall be deemed delivered immediately upon being sent by email transmission. The above addresses may be changed by written notice to the other party; provided, however that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and failure to give or receive copies of any notice shall not be deemed a failure to give notice.

#### XV. ASSIGNMENT

Section 15.1. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The rights of Buyer under this Agreement may be assigned to any entity that is managed by, under direct or common control of Buyer, but to no other party, without Seller's prior written consent, which consent shall be within Seller's sole discretion. Notwithstanding the foregoing Buyer shall not assign this Agreement to any entity that is exempt from the payment of real estate taxes. Any such assignment shall be in writing, and the assignee shall assume and agree to observe and perform all of the obligations and duties of Buyer under this Agreement.

## **XVI. DEVELOPMENT AGREEMENT**

Section 16.1. Notwithstanding anything to the contrary contained in the Agreement, the Agreement is contingent on the Parties entering into a Development Agreement at Closing to include the following:

- (a) Buyer's requirement to construct on the Property within one year of closing, at Buyer's cost, warehouse at least 60'x176'x16' in size to be used by Buyer in conjunction with its hotel business.
- (b) Buyer's requirement to construct or cause to be constructed at Buyer's cost, all water and sewer laterals and associated infrastructure to serve the property as well as all electrical, communications, and gas service to the Property.
- (c) A recapture provision requiring Buyer to reconvey the Property to Seller, at Seller's election, in the event Buyer fails to fulfill its construction obligations.
- (d) Provisions requiring Buyer to reimburse Seller for all engineering and attorney fees relating to the negotiation of all agreements, inspections and review fees relating to the development and the Property.
- (e) Seller constructing within one year of closing an access road extending from Gotham Drive north to the Property.
- (f) Such other terms and conditions as the Parties may agree.

## **XVII. COMMISSIONS AND FEES**

Section 17.1. Neither Seller nor Buyer has entered into any real estate commission agreement, oral or written, relating to the Property with any broker, salesperson, finder or the like, which may be entitled to a commission pursuant to a separate agreement. Any fees or real estate commissions occasioned by the execution and/or consummation of this Agreement shall be the sole responsibility of the party contracting therefor, and such party agrees to indemnify,

protect, defend and hold harmless the other party from any and all claims for such other fees or real estate commissions.

## **XVIII. MISCELLANEOUS**

Section 18.1. Confidentiality. Buyer and Seller agree the terms of this Agreement, as well as the identity of the Parties to the transactions contemplated by this Agreement, and all information concerning the Property (including, without limitation, all information obtained by Buyer and Seller prior to the Closing Date) will be kept in strict confidence by Buyer and Seller prior to the Closing, and thereafter, if the Closing fails to occur for any reason. After the occurrence of the Closing, Buyer and Seller may disclose the transactions contemplated by this Agreement have occurred and the Property has been sold, but will not disclose the Purchase Price, except to actual or prospective lenders, investors, shareholders, analysts, consultants and governmental agencies. Notwithstanding the foregoing, nothing contained in this section will be construed so as to prohibit Seller or Buyer from making (i) a disclosure to officers, employees and those agents, contractors or vendors or potential assignees that need to know in order to assist Buyer or Seller in the transaction contemplated by this Agreement, (ii) any disclosure required by law, including any such disclosure required by any federal, state or local governmental agency or court of competent jurisdiction, or (iii) any disclosure which is reasonably necessary to protect any such party's interest in any action, suit or proceeding brought by or against such party and relating to the Property or the subject matter of this Agreement. Buyer acknowledges that Seller is a governmental entity and thus information regarding this Agreement and related documents may be subject to disclosure under open records laws and discussions regarding this Agreement, this transaction and related documents may occur in open meetings pursuant to Wisconsin open meetings laws and any such disclosures shall not be deemed a default under this Agreement.

Section 18.2. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Section 18.3. Entire Agreement; Modifications. This Agreement constitutes the complete agreement between the parties hereto relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations or statements, oral or written, are superseded hereby. No waiver, modification, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is sought.

Section 18.4. Severability. In the event any provision of this Agreement shall be held to be invalid, unenforceable or in conflict with the law of the jurisdiction, the remaining provisions of this Agreement shall continue to be valid, enforceable and not be affected by such holding.

Section 18.5. Waiver. No term or condition of this Agreement will be deemed waived or amended unless expressed in writing. The waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition.

Section 18.6. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may reasonably be requested by the other party, to further consummate the transaction contemplated by this Agreement, without further consideration.

Section 18.7. No Third Party Beneficiaries. The provisions of this Agreement and of the documents to be executed and delivered at Closing are for the benefit of Buyer and Seller only and are not for the benefit of any third party. No third party shall have the right to enforce the provisions of this Agreement or the documents to be executed and delivered at Closing.

Section 18.8. Termination. If this Agreement is terminated by either Buyer or Seller pursuant to a right of termination expressly set forth in this Agreement, neither party shall have any further rights or obligations under this Agreement; provided, however, upon Seller's request in the event of any such termination, Buyer shall execute a quit claim deed or other instrument that is reasonable in form to memorialize the occurrence and effect of such termination.

Section 18.9. Survival. Except to the extent set forth in this Agreement, all of the terms of this Agreement, including, without limitation, the representations and warranties contained in this Agreement, shall survive and be enforceable after the Closing and delivery of the Deed.

Section 18.10. Time of Essence. Time is of the essence to both Seller and Buyer in the performance of this Agreement.

Section 18.11. Calculation of Time Periods. Except as specifically set forth in this Agreement, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is on a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the state where the Property is located.

Section 18.12. Governing Law. This Agreement is performable in St. Croix County, Wisconsin and shall in all respects be interpreted, construed and enforced according to the laws of the State of Wisconsin.

Section 18.13. Construction. Seller and Buyer and their respective counsel have reviewed and revised this Agreement. Seller and Buyer acknowledge that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the Buyer and Seller have signed this Agreement on the dates noted below.

**SELLER:**

**City of Chetek**  
a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Clerk

**BUYER:**

**Blackbear Properties, LLC,**  
a Wisconsin corporation

By: TRAUSTAD  
Name: TE  
Its: OWNER

Section 18.14. No Recording. This Agreement shall not be recorded in any public records by Buyer.

Section 18.15. Headings. The article and section headings are inserted for convenience only and are in no way intended to interpret, define or limit the scope or content of this Agreement or any provision of this Agreement.

Section 18.16. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and it may be executed by electronic (PDF) signature pages.

[SIGNATURE PAGE FOLLOWS.]

**EXHIBIT A**  
**DEPICTION OF PROPERTY**

[To be inserted]

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made as of July 11, 2023 by S.C. Swiderski, LLC, a Wisconsin limited liability company (the "Developer") and the City of Chetek ("City") a Wisconsin municipal corporation located in Barron County, Wisconsin

### RECITALS:

- A. The City owns a parcel of land addressed as 1301 Knapp Street consisting of 38 acres more or less (the "Property"; see **Exhibit A**);
- B. The Property is located within Tax Incremental District Number Four, City of Chetek ("TID #4"). The purpose of TID #4 is to encourage mixed-use development that would not occur but for the financial assistance provided by the TID;
- C. The City conducted a Housing study in 2019 that showed a need for additional residential housing, which the City now determines requires governmental assistance to meet this need;
- D. The City issued a Request for Proposals ("RFP") to develop the Property;
- E. The RFP included a development goal of: "creating a vibrant, family-oriented, neighborhood with units ranging from one to three-bedroom units and an outdoor play area. Rental units shall include garages for each unit, professional management, additional parking area, and in-unit laundry facilities";
- F. The City received and reviewed three proposals and heard further details from each developer at an open City Council meeting, and selected Developer to work with on said parcel;
- G. Developer has proposed a development (the "Development") of multifamily and single-family housing on the Property, including 112 multi-family units and 4 single family units for a total increase of 116 residential units to the City's housing stock;
- H. The Developer is requesting financial assistance from the City to be able to develop the property as set forth in this Agreement and to achieve the City's goal of adding housing options within the City to accommodate current and reasonably anticipated demand that would otherwise not be built or would likely be delayed for prolonged periods of time. The Development will not occur as the City desires without the City's financial assistance;
- I. The City intends to pay for a portion of the Development's Project Costs through a cash grant to the Developer. The cash grant will be partially generated from the tax increment generated by the Development;
- J. The City has funds on hand designated for the development of "affordable housing," as that term is defined in Wis. Stats. Sec. 66.1105(2)(ab); said funds are available to be allocated to provide any cash grant to Developer prior to the Development's generation of the



tax increment, if the Developer executes a compliance statement stating the Development will comply with Wis. Stat. Sec. 66.1105(6)(g)(3.);

K. The City intends to construct a new water tower within TID #4 by Spring of 2025 which will provide water to the Property and other properties within TID #4. The City will incur a general obligation in the amount of \$ 3,500,000 from the Safe Drinking Water Loan Program conducted by the Wisconsin Department of Natural Resources for the purpose of constructing the water tower, and the tax increment generated by Development would provide funds for the City to repay said general obligation;

L. The City intends to utilize TIF revenues and other means of financing for Project Costs other than costs associated with the water tower;

M. Developer has filed, or will file plans, specifications, documents, and exhibits (“Plans and Specifications”), with the City or any other applicable jurisdiction, for the development of the Property and for making other improvements;

N. The development of the Property for newly platted residential uses will not exceed 35 percent of the real property within TID #4, measured by land area;

O. The development of the property for newly platted residential development in the District will have a residential density of 3 units per acre or greater;

P. The City finds it in the public interest to utilize tax increment financing to assist the Developer in undertaking the Development which would not happen absent such assistance, and the public interest is served through the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals which are included in this Agreement as though restated in full, and the following promises and obligations of the Parties, each hereby covenants and agrees as follows:

#### 1. CITY OBLIGATIONS

1.1 Agree to Sell Property. The City hereby agrees to sell the Property to Developer for a purchase price of One and No/100th Dollar (\$1.00). At the Closing, the City shall execute and deliver a warranty deed conveying fee simple title in the Property to Developer subject only to the Permitted Exceptions (the “Deed”). The City shall, at Closing, convey the Property free and clear of all liens and encumbrances, excepting: municipal and zoning ordinances, recorded easements, recorded building and use restrictions and covenants, restrictions contained in this Agreement, and other title matters acceptable to Developer (the “Permitted Exceptions”).

(a) Closing. The date of the closing shall be no later than January 6, 2025 (the “Closing”).

(b) Due Diligence Materials and Costs. The City shall furnish Developer with all information and reports the City currently holds with respect to the property, including any existing title search documents, appraisals, environmental reports, or surveys.

Closing and due diligence costs will be paid by each party per Section 4 of Addendum A to the executed Vacant Land Offer to Purchase dated December 13, 2021 between City and Developer.

(c) Future Well Site. It is understood and agreed that the Property shall exclude a 1-acre parcel, more or less, in the southwesterly quarter of the Development site, which shall be retained by the City for the purpose of locating a future water well site.

1.2 Application Review. City shall timely complete all necessary or required zoning, development, and use reviews for the Project pursuant to applicable City Ordinances. If an application is deemed deficient, City shall cooperate with Developer to ensure proper completion thereof. Likewise, City shall use good faith efforts to diligently process all such applications to assist in Developer's efforts to timely complete the Project as set forth in this Agreement.

1.3 Cash Grant. The City shall provide support for the Project Costs, as allowed under Wis. Stats. sec. 66.1105 (the "City Support") by providing annual payments of \$100,000.00 to Developer for a period of 5 years. The first annual payment of the City Support shall be made in 2028 and the last annual payment shall be made in 2032. The total City Support is \$500,000.

(a) Each annual payment of the City Support shall be made by City on the later of (x) 30 days after the last property tax settlement date of the calendar year conducted by Barron County, or (y) October 1<sup>st</sup>.

(b) The City Support is conditioned upon Developer's acceptance of the Property.

(c) If funds are not yet available from the tax increment for the City Support, the City may use its affordable housing fund or such other sources of financing, at its discretion, to make up any deficit.

1.4 Water Tower. The City shall construct a water tower within TID #4. The City shall make utility connections available to the Development, with a minimum water pressure of 55 pounds per square inch within the Development, by June, 2025. Should the construction of the water tower be delayed for any reason, the City and Developer may mutually agree to a new construction schedule for the Developer.

## 2. DEVELOPER OBLIGATIONS

2.1 Accept Title. Developer shall accept title to the Property, subject to any objections to title. Acceptance shall be considered to be the date on which the Developer accepts the Deed to the Property.

2.2 Submit Development Applications. Developer will file plans, specifications, documents, and exhibits ("Plans and Specifications") with the City or any other applicable jurisdiction, for the development of the Property and for making other improvements. The Plans and Specifications must generally be in conformance with the Conceptual Site Plan attached as **Exhibit B**. Such Plans and Specifications may include, but are not limited to:

(a) A general development plan and final development plan with accompanying application materials. The general and final development plans may be combined into a single plan, with the review process for each run simultaneously, at Developer's discretion.

(b) Architectural drawings of buildings and structures including sketches and depictions of the applicable design characteristics and treatment of the building and structure exteriors (with elevations).

(c) Building permits, as required for each structure within the Development.

(d) Stormwater Discharge Permit with the Department of Natural Resources.

(e) Any infrastructure plans to connect to existing City and third-party utilities.

2.3 Development of Property; Schedule. Developer agrees to develop the Property in accordance with the Plans and Specifications as filed and approved in final form by City, such approval not to be unreasonably withheld, conditioned, or delayed.

(a) During the progress of the Project, Developer may make changes to the Plans and Specifications in furtherance of the general objectives of the Plans and Specifications and this Agreement and as site conditions or other issues of feasibility may dictate. Any such change shall comply with all applicable laws of City and the State of Wisconsin. Developer may not make any change without the written consent of City (not to be unreasonably withheld, conditioned, or delayed). If a proposed change is required to be approved by the City, City agrees to consider and approve or reject any proposed change within 30 days after submittal by Developer to City. If a proposed change is required to be reviewed and approved by a City committee or Common Council, such request will be considered and acted upon at the next available meeting of such City committee or Common Council. Such requests for approval shall be submitted to the City Clerk-Treasurer, as representative of City.

(b) No changes to the Plans and Specifications may allow the Development to fail to meet the Unit Density and other requirements under Wis. Stats. Sec. 66.1105 for eligible project costs to be provided to Developer or for this Development.

(c) Subject to Developer's timely receipt of all approvals, licenses and permits necessary or appropriate in connection with the development of the Project, Developer will commence construction no later than **June 1, 2025**.

(d) Developer shall complete the Development on the Property, so as to obtain all occupancy permits for the Development by **June 30, 2027**.

(e) In the event that the Developer fails to commence construction of the Project within two years following the execution of this Agreement, the City shall have the option to re-purchase the Property for \$1.00. The Property shall be in a similar condition as it was at the time of transfer from the City to Developer.

(f) In the event the foregoing schedule is not adhered to, the Parties shall meet together and, in good faith, negotiate either (x) an extension of such timeline, or (y) City's re-purchase of the undeveloped portions of the Property for \$1.00. In no event shall any such re-purchase affect the ongoing validity or viability of the then-completed portion of the Development.

#### 2.4 Value of the Property:

(a) Developer Guarantee of Value. Developer guarantees that the Development on the Property will result in an equalized value for the Property of not less than Fifteen Million Dollars (\$15,000,000.00) commencing in the tax year 2027 and continuing through the full calendar year of the last year of the TID, such value determined by the City assessor (or other appropriate agency pursuant to applicable law) in his/her sole and absolute discretion ("Minimum Assessed Value").

(b) Condition on Guarantee. The guarantee of the Minimum Assessed Value is wholly conditioned on City fulfilling its obligation to provide the City Support and the successful construction of the water tower.

(c) Differential Payments. For the tax year 2028 and thereafter, ending with the last tax year of the TID #4, Developer guarantees TIF revenues equal to the amount that would be due on the Minimum Assessed Value. Developer acknowledges that the City may submit a bill to Developer for the differential ("Differential Payment") if TIF revenues fail to meet the Minimum Assessed Value. Such a bill shall be submitted to Developer by the City Treasurer by March 1 of the relevant tax year and shall be paid in full by Developer, without interest, by July 31 of that year. If not fully paid when due, the amount remaining unpaid on and after August 1 of that year shall accrue interest at a rate of 6% per annum until fully paid. City has the option of placing any unpaid amount on the subsequent year's property tax bill as a special charge. At no time shall the sum of the minimum tax payment and the Differential Payment for any given year be less than \$270,000. In the event that the mill rate decreases, the Differential Payment shall be increased to preserve this sum.

2.5 No Dedication of Utilities. Developer acknowledges and agrees that, other than some public water mains constructed along Knapp Street, all utility improvements located on the Property shall be designed, owned, and maintained privately. Developer acknowledges and agrees that the City is under no obligation to accept a dedication of utility improvements, including improvements for potable water, sanitary sewer, stormwater management, electricity, gas, trash service, plowing, or vehicular or pedestrian ways. Developer acknowledges and agrees that the City is under no obligation to provide utility infrastructure along 15<sup>th</sup> Street. If necessary, however, Developer agrees to grant easements on the Property to the City or the public for any public improvements that must be constructed on the Property.

2.6 Insurance. Development shall maintain insurance coverage on the Development, in an amount not less than the full insurable value of the improvements, for fire, casualty, and external damage. The Developer shall name the City as additionally insured for the term of this Agreement. A copy of an insurance binder or a certificate of insurance demonstrating compliance with this Section shall be submitted to the City at least 30 days prior

to the commencement of construction on the Property. Developer shall provide the City with written evidence of compliance with this Section at City's request. If the Development's improvements are damaged or destroyed before the City has recovered its Project Costs, the proceeds from the insurance shall be used for the reconstruction of the improvements that have been damaged or destroyed, unless waived in writing by the City.

2.7 Maintenance and Repair. Developer shall keep and maintain the Development improvements in good condition and repair, in a safe, clean, and attractive condition, such that the fair market value of the property does not decrease as a result of the condition of the Development.

2.8 Transfer and Sale of Property.

(a) Notice of Intent to Transfer. If Developer intends to sell, transfer, or convey the Property or any part thereof before termination of this Agreement, Developer shall provide a written request for transfer to the City at least 30 days prior to the anticipated transfer. The City may not unreasonably withhold consent to such request. The City may grant the request if the City is reasonably assured the successor in interest is capable of performing as required in this Agreement. The Successor in Interest must execute a copy of this Agreement and become a party hereto as a condition of any City consent.

(b) Restrictions of Sale, Transfer, Conveyance and Ownership. During the Term of this Agreement, neither Developer nor any future owner shall use, sell, transfer or convey ownership of any of the Property to any person or entity, in any manner which would render all or any part of the Property exempt from real property taxation, or would render the personal property located on any of the Property exempt from personal property taxation, without the prior written consent of City, and this Agreement constitutes a deed restriction effectuating this provision.

3. REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of City. City makes the following representations and warranties:

(a) City is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by, or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(c) The execution, delivery and the consummation of the transactions contemplated hereby have been duly authorized and approved by City. This Agreement constitutes the legal, valid, and binding agreement and obligations of City, enforceable against it in accordance with its respective terms, except as enforceability thereof may be limited by

applicable bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

3.2 No Warranty on Property. City makes no representation or warranty, either express or implied, as to the physical condition of the Property, including topography, the soil conditions, or that the Property shall be suitable for Developer's purposes or needs.

3.3 Immunity. The City of Chetek is a governmental entity entitled to governmental immunity under the law. Nothing contained in this Agreement may be construed as a waiver of the rights and immunities to which each party may be entitled under the law, including all limitations, immunities, and defenses under Wis. Stat. sec. 893.80, or any subsequent amendments thereof, any federal law, under the common law, or any other applicable law.

1.1 Representations and Warranties of Developer. Developer makes the following representations and warranties:

(a) Developer is a Wisconsin limited liability company and has the power to enter into this Agreement and to perform its obligations hereunder and is in good standing under the laws of the State of Wisconsin.

(b) So long as Developer acquires the Property, Developer will cause the Project to be constructed in accordance with the terms of this Agreement, the Plans and Specifications, and all local, state and federal laws, ordinances, and regulations (including, but not limited to, environmental, zoning, building code and public health laws ordinances and regulations), except for any City approved minor changes to the Plans and Specifications during construction which will not have a material adverse effect on the Project.

(c) The implementation of the Project would not be undertaken by Developer and, in the opinion of Developer, would not be economically feasible within the reasonably foreseeable future, without the City Support to Developer provided for in this Agreement.

(a) Developer hereby certifies that the Development will comply with any restrictions on affordable housing funds provided for in Wis. Stat. Sec. 66.1105(6)(g).

(d) So long as Developer acquires the Property, Developer will use commercially reasonable and diligent efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals for the Project, and will comply, in a timely manner, with all ordinances and regulations which must be met before the Project may be lawfully implemented.

(e) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by, or conflicts with or results in the breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

#### 4. DUE DILIGENCE

4.1 Property Inspection. Developer shall have the right, at its sole cost and expense, to survey and examine the Property and any improvements thereon or thereto, at any time after the execution of this Agreement, with any persons who it shall designate, including, without limitation, appraisers, contractors, engineers, and soil testing personnel. City shall permit access to the Property to Developer and its personnel, and shall afford them the opportunity to conduct, prepare and perform any surveys, appraisals and any environmental, feasibility and other engineering tests, studies, and reports that Developer deems necessary or appropriate.

1.2 Conditions. Developer's obligation to proceed under this Agreement is conditioned upon the following having occurred, or Developer waiving the occurrence of same, on or prior to the Closing Date (or such earlier date as designated below):

(a) Developer shall have received all necessary loan approvals and commitments that Developer determines necessary or appropriate in connection with Developer's development of the Project so that Developer can comply with its obligations hereunder.

(b) Developer shall have received all governmental approvals, licenses and permits as Developer deems necessary or appropriate in connection with Developer's development of the Project, or Developer shall have received such assurances with respect to enable Developer to proceed as it intends with respect to the development of the Project after the Closing Date.

(c) Developer shall have otherwise satisfied itself with all other aspects of proceeding with this transaction and the development of the Project as contemplated herein, including, without limitation, the financial viability of developing the Project, the costs and expenses to be incurred in connection therewith, and all other aspects of the planning, designing, development, construction, and completion of the Project.

#### 5. PROPERTY BASE VALUE

City represents and agrees that the base year value of the Property in City is \$3,677,800.00. All additional taxes for the Property paid based on values in excess of such amount are part of the TIF revenues.

#### 6. COVENANTS RUNNING WITH THE LAND

This Agreement constitutes the entire Agreement between the Parties, and all provisions of this Agreement shall be deemed to be covenants running with the land described on **Exhibit A** and shall be binding upon successors and assigns for the Term of this Agreement.

#### 7. INDEMNIFICATION.

Developer shall indemnify, defend (with counsel chosen by City and reasonably acceptable to the Developer), and hold harmless the City against all third-party suits, actions,

claims, causes of action, costs, demands, judgments and liens arising out of the Developer's or its contractor's performance or non-performance under this Agreement, including or arising in connection with entry onto, ownership of, occupancy in, or construction on the Property by the Developers or its agents. This defense, hold harmless, and indemnity obligation shall not extend to any claim arising solely from the City's actions. If the Developer transfers the Property, then the transferring Developer shall have no obligation to indemnify claims arising out of actions or a failure to act that occurs after the effectiveness of the transfer. The Developer's obligation to indemnify, defend and hold harmless survives the termination of this Agreement, and shall be interpreted broadly so as to apply to any legal or administrative proceeding, arbitration, or enforcement action.

## 8. REMEDIES

8.1 Time of the Essence. Time is of the essence as to all dates under this Agreement.

8.2 Event of Default. In the event any Party defaults under this Agreement, which default is not cured within thirty (30) days after written notice thereof to the defaulting Party or within such extended period required to cure the default, provided cure efforts are undertaken in good faith within the thirty (30) day period and the defaulting Party is diligently pursuing such cure, the non-defaulting Party shall have all rights and remedies available under law or equity with respect to the default, except as otherwise set forth in this Agreement. In the event of any default by any Party in making a payment required to another Party, the cure period for such monetary default shall be ten (10) days after delivery of notice thereof.

8.3 Reimbursement. Any amounts expended by the non-defaulting Party in enforcing this Agreement, including reasonable attorneys' fees, together with interest provided for below, shall be reimbursed or paid to the non-defaulting Party which prevails in any such enforcement.

8.4 Interest. Interest shall accrue on all amounts required to be reimbursed by the defaulting Party to the non-defaulting Party at the Rate of 1% per month from the date of payment by the non-defaulting Party until the date reimbursed in full with accrued interest.

8.5 Remedies are Cumulative. Except as specified in this Agreement, all remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

## 9. AMENDMENT

This Agreement may be rescinded, modified, or amended, in whole or in part, only by mutual agreement of the Parties hereto, or their successors or assigns, in a writing signed by all Parties.

## 10. MISCELLANEOUS PROVISIONS



1.3 Execution in Multiple Counterparts. This Agreement may be executed in one or more counter parts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

1.4 Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof, and this Agreement shall not be construed against any Party individually as drafter.

1.5 Legal Relationship. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

1.6 Survival. All agreements, representations, covenants, and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

1.7 No Waiver. The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

1.8 Severability of Provisions. If any provision of this Agreement shall be held or declared to be invalid, illegal, or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality, or enforceability of the remaining provisions.

10.1 Governing Law. Wisconsin law applies to all matters arising under or relating to this Agreement without regard to any choice-of-law rules that might direct the application of another jurisdiction's laws.

1.9 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of Developer, is addressed to or delivered personally to:

S.C. Swiderski, LLC  
Attn: Jacqui McElroy, Director of Business Development  
401 Ranger Street  
Mosinee, WI 54455-1895

JMiller@scswiderski.com  
(715) 846-1210

(b) in the case of City, is addressed to or delivered personally to:

City of Chetek  
Attn: City Clerk/Treasurer  
P.O. Box 194  
Chetek, WI 54728

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other, as provided in this Section.

1.10 Force Majeure. As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, force of nature, governmental action (except for governmental action by City with respect to obligations of City under this Agreement), alteration, strike or lockout, protesting (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, outbreak of disease in the community requiring shutdowns or delays, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

1.11 Term. The term of this Agreement shall commence on the Effective Date and shall end on the termination date of TID #4.

1.12 Assignment. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. Nothing herein shall prevent Developer from assigning its rights in this Agreement to another entity, as long as said entity consists of the same owners as Developer, and such transferee agrees to be bound by the provisions of this Agreement as if such transferee were an original signatory hereto. For the avoidance of doubt, the Developer has the unqualified right to assign this Agreement to **SCS Chetek, LLC**, a Wisconsin limited liability company, so long as SCS Chetek is owned by the same person or persons as Developer. Nothing herein shall prevent or restrict Developer from collaterally assigning its rights under this Agreement in connection with a financing of the Project (or any portion thereof), it being understood that Developer may do so without the approval or consent of the City.

1.13 Cooperation. If necessary, Developer shall work with and cooperate with the City in providing data and information necessary for the City to comply with the provisions or requirements in connection with a State or Federal grant, the TID, or other funding applicable to and benefiting the Development.

1.14 Recording. The Parties shall execute, and the City shall record in the Register of Deeds office for Barron County, a memorandum of this Agreement.

1.15 Estoppel Certificates; Financing. City, at any time and from time to time, upon not less than ten (10) days' notice from Developer, shall execute, acknowledge and deliver to Developer (or any party upon Developer's request, including any lender or prospective lender of Developer), a statement in writing: (a) certifying that this Agreement is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); and (b) acknowledging that there are not, to City's knowledge (as applicable), any uncured defaults on the part of Developer hereunder, or specifying such defaults if they are claimed. Any such statement may be relied upon by any existing or prospective lender, title insurer, purchaser, assignee, or other third party. City further agrees to provide such other reasonable assurances as may be necessary or required by a lender to facilitate the financing of any aspect of the Project, including the individual financing of only a portion of the Project or Property.

1.16 Definitions. All capitalized terms used and not otherwise defined in this Agreement shall have the following meanings unless a different meaning clearly appears from the context:

"Agreement" means the Development Agreement, as the same may, from time to time, be modified, amended, or supplemented in accordance with the terms of this Agreement.

"Developer" means **S.C. Swiderski, LLC**, and any permitted successors and assigns, including SCS Chetek, LLC.

"Effective Date" means the final signing date of this Agreement by the Parties.

"City" means the City of Chetek, Wisconsin.

"Project Costs" means all costs specified in Wis. Stats. secs. 66.1105(2)(f) 1.a-n, incurred by the City relative to the Development.

"Property" means the Property identified and more particularly described on **Exhibit A**, attached hereto.

"TIF revenues" means the incremental real and personal property tax revenues generated by the Project from tax year 2024 to tax year 2040, plus any Differential Payments paid, collectively in excess of base value tax revenue.

"Unit" means each applicable unit of residential housing within the Property.

"Unit Density" means the minimum amount of residential housing units needed to be constructed per acre of the Property, i.e. three (3) units per acre, in order for the TID No. 4 to qualify as a mixed-use development TID under Wis. Stats. sec. 66.1105(2)(f)3.a.

*[signature page follows.]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date indicated.

**DEVELOPER: S.C. SWIDERSKI, LLC**

Dated: \_\_\_\_\_

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

Name: Nathaneal Popp, Chief Operating Officer

STATE OF WISCONSIN       )  
  ) ss.  
\_\_\_\_\_ COUNTY        )

Personally came before me this \_\_\_\_\_, the above-named Nathaneal Popp, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of S.C. Swiderski, LLC, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

**CITY: CITY OF CHETEK, WISCONSIN**

Dated: \_\_\_\_\_

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

Name: Jeffrey Martin, Mayor

Dated: \_\_\_\_\_

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

Name: Carmen Newman, City Clerk-Treasurer

STATE OF WISCONSIN       )  
  ) ss.  
BARRON COUNTY        )

Personally came before me this \_\_\_\_\_, the above-named Jeffrey Martin, Mayor, and Carmen Newman, City Clerk-Treasurer, respectively of the City of Chetek, a Wisconsin municipal corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same, as the act and deed of said municipality, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

**EXHIBIT A**

**Legal Description**

Street address: 1301 Knapp Street, City of Chetek, Barron County, Wisconsin

Tax Parcel I.D. No.: 211-8044-12-000 (38.0 acres)

Legal Description: The Northeast Quarter of the Southeast Quarter (NE  $\frac{1}{4}$ -SE  $\frac{1}{4}$ ) of Section 25, Township 33 North, Range 11 West in the City of Chetek, Barron County, Wisconsin, except the East 134 feet of the North 304.5 feet thereof, all subject to the rights-of-way and restrictions of Exhibit A which is attached hereto and incorporated herein by reference.

**EXHIBIT B**

**Conceptual Site Plan**

[Attached]