

**Minutes of the City of Chetek Common Council Meeting held on Tuesday, March 12, 2024 in the council room, 220 Stout Street, Chetek, WI. Also posted live on the City Facebook page**

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

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

Public comments: Travis Turner & Jessica Clark would like the City to look at the times that ATV and UTV can be on City roads. They believe that the curfew of 10pm is too early and would like that looked at if not changed to a later time to no curfew at all.

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

Hempel motioned to approve the consent agenda items - city claims and minutes from February Council Min; accept and place on file committee minutes: Library- February, February Planning Commission, EDC December.

Permit to close street Lakeview Dr from Wisconsin ending at City Park Dr. for the 2024 Fishy Four Mile run/walk. 2nd by Grover. Carried.

**Old Business:**

There was no old business.

**New Business:**

Discussion and possible action on filing the PSC water rate application. Ehlers gave a presentation on the water rate study. They showed that the PSC rate was too high and would like to go with Ehlers' proposal. The PSC percentage is 57.93% increase where Ehlers increase would only be 36.37%. Bachowski made a motion to recommend file application produced by Ehlers with the frozen PILOT and lower rate of return to the PSC. Hempel 2nd motion. carried

Parks Update. Mark Etten gave an update on the park updates and showed what the start of the sports facility would look like. Bachowski said that the parks committee has done a wonderful job on getting this going and it looks very promising with the people that are on the committee. Hempel asked where this part of the project would be and Etten said it would be across from the park pavilion. Could still use the grass as overflow parking. Grover said that it is situated correctly for water runoff. Hempel asked about fundraising. Paul Poppe said that they needed the number of what it would cost before they could start to raise the funds. Now that they know what that number is they will now be able to come up with fundraising ideas. Hempel said that with the funds that are already earmarked or parking lotted that they are already at 35%. The drawing presented showed 6 pickleball courts, a tennis court, and 2 basketball courts/areas. Hight asked what was earmarked. \$75,000.00 if needed \$5000.00 is from ARPA which were the capping funds and Grover said that there is another 3000.00 or so that was raised in 2023. Bachowski wanted the parks committee to let everyone know what the original plan was for cost so when Retler came back in the very early stages they had a price tag of \$1,500,000.00 with all the bells and whistles. They would like to see everything done but need to do it in sections. The new price tag for the first phase is \$231,125.00.

Change Order #6 from CBS Squared. Things are moving along well and all buildings are up. Roofs are on all buildings. Still some exterior piping. This change order Added a hardworks damper for \$9,421.22 some changes to electrical site plan to accommodate the sand filter installation after the building enclosure \$5,895.51 Changes to the sanitary line, sludge force main, uv building HVAC & Plumbing design for \$54,215.81 and a sump ejector electrical for the sump pump and floats located in the grit room ejector pit for \$6,588.89 and a change in the garage flooring for a credit of \$5,395.00 for the total of this change order of \$70,726.43. Tia also gave an update on how far along we are in the process and currently we are at 65% complete at this time. Clean water fund closing would be April 24,2024. Hight made a motion to approve change order 6. Bachowski 2nd. Carried

Update on NPIAS (National Plan of Integrated Airport Systems)The city has been approved to continue work on the NPIAS application. When NPIAS was first discussed with Administrator Stelzner the question was what will the biggest hold up be?

Administrator Stelzner reached out to Gary Wilson, Assistant Manager at Chicago Regional Airport District Office. Gary let Administrator Stelzner know the biggest issue would be that we are too close to the Rice Lake Airport. We need to be 30 miles from the next NPIAS airport and we are only 12.6. Gary then also told Administrator Stelzner that the DOT would have to approve that mileage. Administrator Stelzner then reached out to Mark Graczykowski, Airport Program Engineer WisDOT - Bureau of Aeronautics. He approved the location distance and let Administrator Stelzner know this would be a great benefit not only for the City of Chetek but the State of Wisconsin as well and any support we need, to please let him know. Gary Wilson, then reached back out to the city to let us know that Mark had contacted him and he would send us the next steps. At the Airport committee meeting Administrator Stelzner informed attendees of this update and asked for volunteers/support from airport members on this project. Several attendees gave their contact information and are more than willing to help this project move forward.

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

Option 1 - We can get each hanger assessed and it will cost approximately \$20,000. This would include each hanger being surveyed at approx \$400.00 a parcel.

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

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

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

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

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

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

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

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Mark Eby, City Clerk

**Calhoun Memorial Library Board Meeting Minutes**  
**March 5, 2024**

Minutes of the Calhoun Memorial Library Board of Director's Meeting: March 5, 2024

The board meeting was called to order at 9 a.m. on March 5, 2024, by Vice-President Nancy Nix at the Calhoun Memorial Library.

Members present: Louise Brown, Jeff Martin, Nancy Nix, John Banks, Sally Johnson, Brandy Johnson and Rachel Westberg. Also present were Friends of the Library Board President Barb Ryan, Library Director Emily Resendiz, City of Chetek Administrator Laura Stelzner, Barron County Administrator Jeff French. Not present was President Jean Wacker.

The agenda was approved by motion of John Banks, seconded by Brandy Johnson. Motion carried.

Barron County Administrator Jeff French spoke to the library board regarding the county's request to approve a per diem for the Barron County Board of Supervisors representative on the library board. After some discussion and answering questions from the board, Jeff Martin made a motion to approve providing a per diem to the county board representative on the Calhoun Memorial Library board. The motion was seconded by Brandy Johnson. After a vote and a show of hands, the motion carried unanimously.

There were no in-person public comments.

Minutes of the February 2024 board meeting were presented to board members in printed form. Motion was made by Jeff Martin, seconded by Louise Brown, to accept the minutes as printed. Motion carried.

Treasurer Brandy Johnson presented the expenditures, year-to-date budget, Act 150 and checking account reports for January and February. Motion made by Louise Brown, seconded by Rachel Westberg, to approve the report. Motion carried.

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

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

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

John Banks presented a report as the county representative.

The board discussed the annual report which was submitted to the state.

No items were discussed for the agenda for the April board meeting.

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

Respectfully Submitted,



**Minutes of the Hearing of the Plan Commission of the City of Chetek held on March 21, 2024 at 6:00p.m.**

**City of Chetek – Planning Commission Meeting Minutes – March 21,2024.**

**A regular meeting of the Planning Commission for the City of Chetek** was called to order at 6:00 pm on March 21, 2024 by Mayor Martin.

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

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

Compliance with the open meeting law was verified.

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

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

Joe talked about what we got back from the attorney and what they said. There was no clear guidance from the attorney and it was agreed upon that Joe would get a hold of the attorney for clarification and some assistance on the ordinance. This was tabled till the next meeting.

**2) Discussion/Action: Review and discuss proposed shipping container ordinance.**

Joe wanted to revisit accessory structures and uses. The reason for this is that our current ordinance does not specifically talk about shipping containers. It talks about structures not containers. Joe was using the accessory structure ordinance in regards to questions with shipping containers but it is hard to tell someone that they can not have a shipping container when the ordinance itself is very vague. Shawn addressed concerns about them turning into garages or homes. The full commission would like to see them regulated so we don't end up with many unpleasant looking shipping containers in our city. Scott would like to see something put in the proposed ordinance that would say can not be modified. There was discussion with what is grandfathered in. Currently we know of only one Shipping container in the city at this time. Other municipal ordinances will be looked at and brought back to the planning commission next month.

Motion to adjourn by Scott Bachowski 2nd by Shawn Ayers motion carried meeting adjourned at 6:33pm

Date of the next meeting April 18, 2024

Respectfully Submitted Mark Eby

City of Chetek  
Meeting: Economic Development Committee  
Friday, March 8th, 2024 (Noon lunch meeting - Hope and Anchor)  
Chairperson: Ward 4 Alderwoman, Thea Hempel

Members:

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

Call Meeting to Order

Roll Call

Approve Minutes from last meeting

Old Business:

    Mission and Vision Statements

    Property Prioritization for Economic Development

New Business:

    SC Swiderski Update - Knapp Street Development

Priorities and Task Assignments

Other Items

Adjourn

## MINUTES

Meeting was called to order at 12:05pm

Motion: Travis Turner Carried: Dan Knapp, Sr.

All members were present and John Flor was welcomed as a new member

Minutes from the December meeting were approved

Motion: Dan Knapp, Sr. Carried: Jennifer Blatz

Old Business:

The mission/vision were discussed and it was generally agreed that the Committee would look to foster the economic development within the City of Chetek by encouraging tax-paying entities to come to the City.

A formal statement is to be developed in the future.

A spreadsheet will be created as a shared Google Sheet that can be the center of communication regarding properties that are available for sale, rent or development.

Several of these properties were discussed at the meeting. The EDC will look to make contact with the property owners and encourage sales, rents, and commitments to have them be used for business purposes. This is to be a proactive

New Business:

The EDC is asking for a meeting with SC Swiderski and will include the new City Administrator Laura Stelzner. Thea Hempel will coordinate.

Priorities and Task Assignments:

Thea Hempel is to create the spreadsheet

Other Items:

We are also looking to have Dave Armstrong invited to future meetings.

Meeting was adjourned at 12:48pm

Motion: Dan Knapp, Sr. Carried: John Flor

**Minutes of the Hearing of the Personnel Committee of the City of Chetek held on April 1, 2024 at 5:00p.m.**

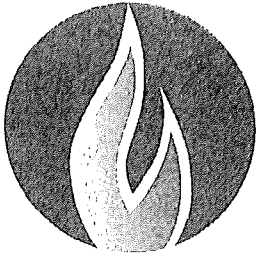
**City of Chetek – Personnel Committee Meeting Minutes – Apr 1, 2024**

**A meeting of the Personnel Committee for the City of Chetek** was called to order at 5:00 pm on January 3, 2024 by Mayor Jeff Martin.

Present were Mayor Martin, Scott Bachowski, Terry Hight, and Laura Stelzner.

- 1) Employee manual updates addressed - Manual was updated from all Clerk/Treasurer items to be listed as City Administrator. There were changes to definitions and requirements within the City from being Council approved to Administrator approved. Performance reviews were removed. Accrual, scheduling and carry-over more clearly defined. Sick time information updated and sections on council demanding physical removal. Service awards updated with correct information - Scott requested state statute information on service awards. Outside employment to go through City Administrator, with email to Council to inform on approvals. City Administrator outside employment approval to go through Council. Use of telephones updated with current information. Adding wire policy after the internet policy to the manual. Retirement information updated with age requirements and definitions in line with WRS to abate confusion. Appendix A - Updated holiday schedule, change approved for increased vacation policy to line up with local companies, as well as comp time approved with maximum hours allowed. Appendix B - Updated, Appendix C - updated.
- 2) Electronic Communications policy updated - page 3 only change throughout changing wording from (with) to (without).
- 3) Transitional Return to work Program - Advice for home restrictions removed from policy, and Carmen Newman's name was changed to Laura Stelzner.
- 4) Employer Drug and Alcohol Policy - last two pages contained duplicated information. Duplicated information removed.
- 5) Employee Expense Reimbursement - Rate increased to follow state standard 2024 minimum amount.
- 6) Library Board/Employee Manual discussed as the library is looking to be covered until the City Manual as it does not currently have an employee handbook and the only person covered under it currently is Emily. Jeff to talk to Emily (librarian) and Jean (board member) in discussion of where they stand in terms of an employee handbook and bring back information for a decision to be addressed.

Meeting adjourned at 7:00pm.



## Fire & Ice Heating and Air Conditioning

City Of Chetek  
220 Stout Street PO Box 194  
Chetek, WI 54828

☎ (715) 924-4838  
✉ [dknapp@cityofchetekwi.us](mailto:dknapp@cityofchetekwi.us)

ESTIMATE	#7126
ESTIMATE DATE	Mar 6, 2024
SERVICE DATE	Feb 27, 2024
<b>TOTAL</b>	<b>\$8,900.00</b>

### SERVICE ADDRESS

220 Stout Street PO Box 194  
Chetek, Wisconsin 54828

### CONTACT US

806 Dallas St  
Chetek, WI 54728

☎ (715) 642-2453  
✉ [fireandicewi@gmail.com](mailto:fireandicewi@gmail.com)

Service completed by: Chris Winger

## ESTIMATE

Services	qty	unit price	amount
Service - Our Equipment - Free Estimate -	1.0	\$0.00	\$0.00
60% down required with accepted proposal. Balance due upon completion. Any change orders from original proposal will incur additional costs. Proposal valid for 15 days. By accepting this document, the customer agrees to the services and conditions outlined in this document and acknowledges our right to file a lien within 30 days of completion should the balance not be paid in full. CORAYVAC			

Services subtotal: \$0.00

Materials	qty	unit price	amount
Reznor radiant tube heat 200,000 BTU	1.0	\$8,900.00	\$8,900.00
Install new Reznor radiant tube heat system, L shaped tube heat on west wall, includes hangers, wall penetrations, thermostat, gas piping, and wiring. 5 year parts 1 year labor warranty.			

Materials subtotal: \$8,900.00



Subtotal	\$8,900.00
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Tax (WI 5.5%)	\$0.00
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<b>Total</b>	<b>\$8,900.00</b>
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5315 Freilag Drive  
 Menomonie, WI 54751  
 main 715.233.1841 | fax 715.233.1846  
 www.jfahern.com

Service Location: Chetek Public Works Dept  
 1125 Railroad Avenue  
 Chetek, WI 54728

1	Date Requested: 02/23/2024	Fixed Price	\$11,640.00	Initial if Accepted
Description: HV NI #460809 - Chetek Public Works Radiant Heat				

Total for All Services:				\$11,640.00
Contract Representative		Customer Authorized Representative Signature		
Name:	Nicholas Shill	Print Name:	Dan Knapp	
Title:	Sr Service Sales Representative	Signature:		
Date:	01/23/2024	Date:		
		PO #:		

Signed acknowledgement of this agreement confirms acceptance of all the above scope of work and clarifications as well as all the attached Notes and Clarifications and General Terms and Conditions. Any PO reference is for convenience only and such PO does not form a part of these General Terms and Conditions.

# General Terms and Conditions

**ENTIRE CONTRACT** The parties intend these general terms and conditions together with any scope of work, proposal or quotation attached hereto (collectively the "Contract") to be the final, complete, and exclusive expression of their Contract and the terms and conditions thereof. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an officer of Seller. Any terms or conditions of Purchase or order different, inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed only by the Contract. A definite and reasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchase or order operates as an acceptance of the terms specified herein. Every agreement or other undertaking by Seller is expressly conditioned on Purchaser's assent to the terms contained herein. Seller assumes no liability except as expressly provided herein. Additional proposals or scope of work provided by Seller to Purchaser shall be covered by this Contract unless and until Seller and Purchaser execute a new contract in writing expressly superseding this Contract. This Contract and its referenced documents represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations, agreements, or contracts, either written or oral and may not be modified by course of dealing, course of performance or usage of trade, but only modified in writing signed by an authorized representative of each party. This Contract shall extend to and be binding upon the parties and their respective successors and permitted assigns.

**PROPOSALS AND CONTRACT** Seller's proposal or quotation are not subject to cancellation, suspension, or reduction in amount except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

**PRICES** In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered or is altered by Purchaser prior to completion of this Contract, Purchaser shall advise Seller of any such alterations and prices and delivery and completion dates quoted herein shall be modified by Seller or may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this Contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

**PAYMENT** All payments shall be due and payable within thirty (30) days from date of payment application or invoice. A service charge will be charged and added to all payments past due and owed by the Purchaser under this Contract, and at a rate of 18% per annum or if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorney's fees incurred in the collection of past due accounts. If the Purchaser fails to pay all or any portion of the amount due, the Seller may, at its option, terminate the Contract, in which event Seller will be obligated to perform no additional work until paid in full.

**DELAYS** Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, government regulations or priorities, quarantines, pandemics, fires, floods, pandemics, epidemics, quarantine restrictions, wars, riots, strikes, differences with workmen, accidents to machinery, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility, or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay and this Contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the Contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

**EXCAVATION** When the Seller does the excavating, if water, quick-sand, rock, or other unforeseen obstructions are encountered or shoring is required, Purchaser shall pay for as extra to the Contract price any additional work involved at Seller's prices for such work then in effect.

**SITE FACILITIES** Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is installed, Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

**STRUCTURE AND SITE CONDITIONS** While employees of Seller will exercise reasonable care, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by the contractor, or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, fixtures or other equipment or condition of water pressure. All shoring or protection of foundations, walls, or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for installation, including, but not limited to, materials lay-down areas or suitable working base, and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erection, the Purchaser shall reimburse Seller for any and all expenses caused by such failure. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this Contract.

**CODE COMPLIANCE** Seller does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Purchaser acknowledges that the Authority Having Jurisdiction may establish additional requirements for compliance with local codes.

**REPORTS** When inspection and/or test services are selected such inspection and/or test services shall be completed on Seller's then current inspection form which shall be provided to Purchaser, and, where applicable, Seller may submit a copy thereof to the local Authority Having Jurisdiction. The inspection form and recommendations by Seller are only advisory in nature and are intended to assist Purchaser in reducing the risk of loss to property by indicating obvious defects or impairments noted on the system and equipment inspected and/or tested. Final responsibility for the condition and operation of the system, equipment and components lies with Purchaser. The Purchaser shall promptly notify Seller of any malfunction in the system which comes to Purchaser's attention. If upon inspection Seller determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Seller shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS CONTRACT, ANY INSPECTION (AND IF SPECIFIED TESTING) PROVIDED UNDER THIS CONTRACT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY SELLER TO PURCHASER. SELLER SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE SELLER IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS CONTRACT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS.

**ALARM MONITORING SERVICES** Any reference to alarm monitoring services in this Contract is included for pricing purposes only. Alarm monitoring services are

performed pursuant to the terms and conditions of Seller's standard alarm monitoring services agreement which will be provided under a separate agreement upon purchase. **EXCLUSIVE LIMITED WARRANTY** Seller warrants that any new equipment provided by Seller under this Contract will be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or, if installed by Seller, for one (1) year from delivery of said equipment, not extend to normal wear and tear, any equipment that others have repaired, abused, altered, misused or that has not been properly and reasonably maintained. All parts as recorded on the face of the work order or invoice are warranted for a period of thirty (30) days, or longer, if the manufacturer's specific warranty provides additional time. If a part installed by Seller falls within thirty (30) days of installation, Seller shall furnish a replacement part free of charge. Parts furnished with a manufacturer's specific warranty shall be furnished in accordance with the specific warranty. Seller will charge for labor to repair or replace parts unless the labor is necessary to correct a repair previously made by Seller within thirty (30) days of the date of the original repair. Refrigerant leak repairs are warranted for a period of thirty (30) days. If within thirty (30) days of the original repair a leak redevelops, Seller shall furnish at no cost to Purchaser the necessary refrigerant and labor for the repair. Any other loss of refrigerant will be billed at Seller's normal selling price. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AS TO ANY SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT WHICH ARE FURNISHED BY SELLER. No premise not contained herein, or affirmation of fact made by an employee, agent or representative of Seller shall constitute a warranty by Seller or give rise to any liability or obligation. Any repairs, adjustments or connections performed by Purchaser, or any third party shall void all warranties.

Seller's liability to Purchaser for personal injury, death or property damage to the extent arising from performance under these terms and conditions shall be limited to an amount not to exceed one (1) year's Contract price. Purchaser shall indemnify, defend, and hold Seller harmless from any and all third-party claims for personal injury, death, or property damage, arising from Purchaser's failure to maintain systems and equipment or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall Seller be liable for any special, indirect, incidental, consequential, liquidated, penal, or any economic loss damages of any kind, including but not limited to loss of use of the Purchaser's property, lost profit or lost production, whether claimed by the Purchaser or by any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise. The foregoing limitation of warranty and liability shall supersede any and all other warranty and liability terms previously given or hereafter given unless amendment is made by an officer of Seller in writing. **MODIFICATIONS AND SUBSTITUTIONS** Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this Contract provided that the modifications or substitutions will not materially affect the performance of the material or lessen in any way the utility of the material to the Purchaser. **SEVERABILITY** If any provision of this Contract is held by any court or other competent authority to be void or unenforceable in whole or in part, this Contract will continue to be valid as to the other remaining and unaffected provisions. **WAIVER** Seller's waiver or acceptance of any breach by Purchaser, or Seller's failure to insist, in any one or more instances, upon the strict performance of any provision of the Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment by Seller of such provision or right in any other instance. **ASSIGNMENT** Any assignment of this Contract by Purchaser without the written consent of Seller shall be null and void. Seller may assign to its subsidiaries and affiliates at any time.

**CHANGES, ALTERATIONS, ADDITIONS** Changes, alterations and additions to the plans, specifications, or construction schedule for this Contract shall be invalid unless approved in writing by Seller. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the Contract price herein provided. The value of additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed acceptable by the Purchaser.

**LEGAL NOTICE** For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received. **INSURANCE** Purchaser shall name Seller as an additional insured on Purchaser's general liability and auto liability policies, which shall be provided on a primary, non-contributory basis. Purchaser shall carry property and casualty coverage and/or builders risk coverage with sufficient limits to cover any potential loss or damage. A waiver of subrogation is required for all policies required hereunder. Purchaser agrees that with respect to any losses covered by this Contract Purchaser hereby waives and releases Purchaser, its officers, directors, employees, and agents, from any and all claims and liability or responsibility with respect to such losses, including losses arising out of the inability to conduct business. Purchaser agrees that its insurers shall have no right of subrogation against Seller and its insurers on account of this release.

**TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS** Terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

**CLAIMS AND CHOICE OF LAW** The parties agree that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claims arise, whichever is shorter, whether known or unknown when the claims arise or whether based on tort, contract, or any other legal theory. The laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Contract. The parties agree that the venue for any litigation shall be Fond du Lac County, Wisconsin.

**OVERTIME** Unless otherwise specified by Seller, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium of the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same. **INCIDENTAL LOSSES** All loss or damage from any cause to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser, except in the event that such loss or damage results from the sole negligence of Seller.

**INDEMNIFICATION** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless Seller and its agents and employees from and against any and all actual or alleged claims, fines, penalties, liens, causes of action, suits, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, attorneys' fees, that arise from, relate to, or otherwise are connected with, in whole or in part, the acts or omissions of Seller, its suppliers, subcontractors, and their respective employees, agents or representatives whether or not such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Seller reserves the right to select counsel to represent it in any such action.

**DEFAULT** In case of any default by Purchaser, Seller may declare the Contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter Purchaser's premises and remove all or any portion of materials provided by Seller. All such remedies of Seller are cumulative and not exclusive. Seller shall also have the right to terminate the Contract due to Purchaser's default, effective at the time notice of termination is received by Purchaser. Default by Purchaser shall consist of failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said services, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, leased or seized by

process of law and such attachment or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

**SPECIAL CONDITIONS** In the event new equipment is added into existing equipment, the Seller will only test in high pressure the new work involved and any high-pressure test required on the old work will be an extra to the Contract price. Purchaser assumes full responsibility for the condition of existing equipment and for water or other damage resulting directly or indirectly from such condition or other application of test or flushing pressures. In the event existing equipment is being repaired, Seller does not assume any responsibility for testing old and new piping, and any testing will be an extra cost to the Contract price, which will include costs of labor and materials required to make the system tight at high pressure. Purchaser assumes full responsibility for the condition of existing equipment, and for water or other damage resulting directly or indirectly from such condition or the application of test or flushing pressures. In the event a sprinkler system is converted from a wet system to a dry system, the Seller is not responsible for the costs to repair the existing wet pipe system to make it tight at the required air pressure. Nor is the Seller responsible for the cost of material necessary to re-arrange the lines to insure proper drainage thereof. Any labor or material necessary to make the system tight under air pressure or to change the drainage on lines will be an extra cost to the Contract price. Seller acknowledges that Seller is responsible for ensuring that water based sprinkler piping is adequately heated to prevent freezing and that all drum drips are required to be maintained and drained by Purchaser.

**HAZARDOUS CONDITIONS** Purchaser represents to the best of Purchaser's knowledge that no hazardous conditions such as risk of infectious disease, MHC, need for air monitoring, respiratory protection, or other medical risk, asbestos, asbestos containing material or other potentially toxic or otherwise hazardous material are contained in or on the surface of the floors, walls, ceiling, insulation or other structural components of the area of any building where work is required to be performed under this Contract. If hazardous conditions are encountered by Seller during the course of Seller's work, Seller shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Purchaser as certified in writing by an independent testing agency, and Purchaser shall pay disruption and re-mobilization expenses as determined by the Seller. All hazardous materials shall at all times remain the responsibility and property of Purchaser. Seller shall not be responsible for the testing, removal, or disposal of such hazardous materials.

**WASTE MANAGEMENT** If the work calls for the disposal of wastes (hazardous, non-hazardous, or solid under applicable laws and regulations), it shall be performed in conformity with all applicable laws and regulations. Purchaser shall execute all manifests for the transportation, storage and disposal of any wastes removed from the project site. If directed by Purchaser, Seller may sign such manifests solely on behalf of and for the Purchaser, and Seller assumes no liability therefore and Purchaser releases and waives any claim against Seller and shall indemnify, defend, and hold harmless Seller from any claims or liability arising from or related thereto, in accordance with this paragraph. On no time will Seller take title to any solid and/or hazardous wastes located on or removed from the project site. Any such wastes shall be transported and disposed of as directed by Purchaser and in conformity with all applicable laws and regulations. Nothing in this Contract shall be construed or interpreted as requiring Seller to assume the status of, and Purchaser acknowledges that Seller does not act in the capacity nor assume responsibilities of, Purchaser or others as a 'generator', 'operator', 'transporter' or 'arranger' in the treatment, storage, disposal or transportation of any hazardous substance or waste as those terms are understood within the meaning of RCRA, CERCLA, or any other similar federal, state or local law, regulation or ordinance. Purchaser acknowledges further that Seller has played no part in and assumes no responsibility for generation or creation of any waste that may be the subject matter of this Contract. Purchaser shall defend, indemnify and hold harmless Seller from and against any and all demands, claims, liabilities (including strict liabilities), losses, costs, expenses (including attorneys' fees), fines, penalties, forfeitures, liens, and damages on account of Seller having contacted with Purchaser or that result from Seller having arranged for the disposal or transportation of wastes that were generated on or removed from the project site.

**OSHA COMPLIANCE** Purchaser shall indemnify, defend, and hold Seller harmless from and against any and all claims, demands, and damages arising in whole or in part from the enforcement of OSHA (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller. **LIEN LAWS (WISCONSIN ONLY)** AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIAL, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

LAST UPDATE: 09/2022

**RESOLUTION NO. 2024-7**  
**Appropriation of Funds**

WHEREAS, donations have been received in the 2023 year that were not previously allocated;

WHEREAS, the donations will need to be appropriated to clean up account 100-48500-000-00;

WHEREAS, donated funds from 2023 were not appropriated to the budget in 2023 in the amount of \$1,466.58

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Chetek that the City Administrator/Treasurer be authorized to adjust the **2024 budget** with any and all donations received from 2023 to the following accounts:

100-46711-000-00 Library Act 150/520 Fund \$426.58  
100-52120-000-00 Police Uniform \$40.00  
100-51420-100-00 Clerk's Office General Expense \$1,000

CITY OF CHETEK

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

Attest: \_\_\_\_\_  
Mark Eby, Clerk

Passed: April 9, 2024

**RESOLUTION NO. 2024-8**  
**Appropriation of Funds**

WHEREAS, donations have been received for the Calhoun Memorial Library in the amount of \$472.20;

WHEREAS, the donations will continue to be received for the program and need to be appropriated to the Library Act Fund;

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Chetek that the City Administrator/Treasurer be authorized to adjust the **2024 budget** with any and all donations received for Calhoun Memorial Library program to the following accounts:

100-46711-000-000 Library Act 150/520 Fund

CITY OF CHETEK

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

Attest: \_\_\_\_\_  
Mark Eby, Clerk

Passed: April 9, 2024

**RESOLUTION NO. 2024-9**  
**Appropriation of Funds**

WHEREAS, donations have been received for the first quarter of 2024;

WHEREAS, the donations need to be appropriated to the correct accounts;

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Chetek that the City Administrator/Treasurer be authorized to adjust the **2024 budget** with the following donations;

100-57219-000-00 Shop with a Cop \$500  
100-57213-000-00 Law Enforcement Equipment \$59,360.63  
100-55140-100-00 Community Center Expenses \$500

CITY OF CHETEK

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

Attest: \_\_\_\_\_  
Mark Eby, Clerk

Passed: April 9, 2024

**CITY OF CHETEK RESOLUTION NO. 2024-10**

**A RESOLUTION ESTABLISHING WATER PROPERTY TAX  
EQUIVALENT FOR WATER UTILITY,  
CITY OF CHETEK, BARRON COUNTY, WISCONSIN**

**Whereas**, Wisconsin statute Section 66.0811(2) provides that the income of a municipal public utility is to be used to make payments to meet operation, maintenance, depreciation, interest, and debt service fund requirements, local and school tax equivalents, additions and improvements, and other necessary disbursements or indebtedness; and

**Whereas**, Wisconsin Administrative Code, Section PSC 109.02, establishes a methodology for calculating the local tax equivalent a municipality is to pay to a municipality; and

**Whereas**, a municipality's governing body may adopt a resolution authorizing the collection of a lower tax equivalent payment than that allowed under PSC 109.02, Wis. Administrative Code; and

**Whereas**, the City Council of the Chetek is willing to accept a lower tax equivalent payment from the water utility in order to reduce the water rate increase that will be needed as a result of the water utility's current operations, well construction and resulting Revenue Requirement developed from the PSC; and

**Whereas**, by setting the tax equivalent payment from the water utility at the same dollar amount that will be collected in 2024, the City will receive tax equivalent payment revenue comparable to that collected from the water utility before the current rate study:

**NOW, THEREFORE, BE IT RESOLVED** that the City of Chetek Council, portions in Barron County, Wisconsin, does approve the following: That the tax equivalent payment from the water utility be set at \$51,000 (fifty-one thousand dollars) per year until revised in a subsequent resolution duly adopted by the City Council in the future.

Approved this \_\_\_ day of \_\_\_\_\_, 2024.

Vote: Ayes:            Noes:

APPROVED: \_\_\_\_\_  
Jeff Martin, Mayor

\_\_\_\_\_  
Date

ATTEST: \_\_\_\_\_  
Mark Eby, Clerk

\_\_\_\_\_  
Date

RESOLUTION NO. 2024-11

RESOLUTION AUTHORIZING THE ISSUANCE AND  
SALE OF UP TO \$2,808,653 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2024,  
AND PROVIDING FOR OTHER DETAILS AND  
COVENANTS WITH RESPECT THERETO

WHEREAS, the City of Chetek, Barron County, Wisconsin (the "Municipality") owns and operates a sewerage system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on December 12, 2017 (the "2017 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 2017, dated December 27, 2017 (the "2017 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on December 12, 2023 (the "2023 Resolution"), the Municipality has heretofore issued its Sewerage System Mortgage Revenue Bonds, dated December 28, 2023 (the "2023 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, the 2017 Bonds and the 2023 Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 2017 Resolution and the 2023 Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Clean Water Fund Program Project No. 4581-12 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. S-2022-0548 and dated December 6, 2022 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality has heretofore issued its General Obligation Promissory Note, dated December 1, 2023 (the "Prior Note") for the purpose of paying a portion of the costs of the Project; and

WHEREAS, pursuant to Section 66.0621(4)(b), Wisconsin Statutes any municipality may also issue new bonds to provide funds for the payment of any outstanding municipal obligations



issued for purchasing, acquiring, constructing, extending, adding to, improving, conducting, controlling, operating and managing a public utility; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell sewerage system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project and to refund the Prior Note; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, other than the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$2,808,653 Sewerage System Revenue Bonds, Series 2024, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Bond Year" means the twelvemonth period ending on each May 1;
- (e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;
- (f) "Debt Service Fund" means the Sewer System Revenue Bond and Interest Special Redemption Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;
- (g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;
- (h) "Fiscal Year" means the twelvemonth period ending on each December 31;
- (i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from sewerage charges imposed by the Municipality, all payments to the Municipality under any wastewater treatment service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees, any tax incremental district revenues or other revenues of the Municipality pursuant to Section 9 appropriated by the Governing Body to the System, and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the City of Chetek, Barron County, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Prior Bonds" means the 2017 Bonds and the 2023 Bonds, collectively;

(p) "Prior Note" means the Municipality's General Obligation Promissory Note, dated December 1, 2023;

(q) "Prior Resolutions" means the 2017 Resolution and the 2023 Resolution, collectively;

(r) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(s) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(t) "System" means the entire sewerage system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment and disposal of domestic and industrial sewerage and waste, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such sewerage system and including all appurtenances, contracts, leases, franchises, and other intangibles;

(u) "2017 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2017, dated December 27, 2017;

(v) "2017 Resolution" means a resolution adopted by the Governing Body on December 12, 2017 authorizing the issuance of the 2017 Bonds;

(w) "2023 Bonds" means the Municipality's Sewerage System Mortgage Revenue Bonds, dated December 28, 2023; and

(x) "2023 Resolution" means a resolution adopted by the Governing Body on December 12, 2023 authorizing the issuance of the 2023 Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses) and refunding the Prior Note, there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$2,808,653; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Clean Water Fund Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

The Governing Body hereby determines that the refunding of the Prior Note is advantageous and necessary to the Municipality.

Section 3. Terms of the Bonds. The Bonds shall be designated "Sewerage System Revenue Bonds, Series 2024" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 1.287% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on November 1, 2024 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on

the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by electronic transfer or by check or draft of the Municipality (as directed by the registered owner) and if by check or draft, mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund created by a resolution adopted on April 14, 1998 (the "1998 Resolution"), and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the System which were created and established by the 1998 Resolution are hereby continued and shall be used solely for the following respective purposes:

- (a) Sewer System Revenue Fund (the "Revenue Fund"), into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund, the Reserve Account and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.
- (b) Sewer System Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.
- (c) Sewer System Revenue Bond and Interest Special Redemption Fund (the "Debt Service Fund"), which shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due. The Reserve Account created by the 2023 Resolution within the Debt Service Fund is not pledged to the payment of principal of or interest on the Bonds or the 2017 Bonds and moneys in the Reserve Account shall under no circumstances be used to pay principal of or interest on the Bonds or the 2017 Bonds.
- (d) Sewer System Depreciation Fund (the "Depreciation Fund") which shall be used to provide a proper and adequate depreciation account for the Sewerage System.
- (e) Surplus Fund, which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Prior Bonds, the Bonds and Parity Bonds when

the Debt Service Fund, including the Reserve Account, shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, an amount equal to onesixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to onetwelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source), and any amounts required by the 2023 Resolution, or a future resolution authorizing the issuance of Parity Bonds which are secured by the Reserve Account, to fund the Reserve Account;
- (c) to the Depreciation Fund, an amount determined by the Governing Body to be sufficient to provide a proper and adequate depreciation account for the System; and
- (d) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Reserve Account, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (d) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in

any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to fund the Reserve Account for the 2023 Bonds or any Parity Bonds secured thereby.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Sewerage System CWFPP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing sewerage services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Clean Water Fund Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as a registered municipal advisor, an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may calculate would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Clean Water Fund Program for the purchase price of up to \$2,808,653 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Sewerage System CWFP Project Fund." The Sewerage System CWFP Project Fund shall be used solely for the purpose of paying the costs of the Project and refunding expended proceeds of the Prior Note as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Sewerage System CWFP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interestbearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.



The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Clean Water Fund Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Clean Water Fund Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Redemption of the Prior Note. The Governing Body hereby calls the Prior Note for redemption on April 25, 2024 or as soon as practicable thereafter. The Governing Body directs its officers and agents to take all action necessary to effect the redemption of the Prior Note.

Section 20. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding.

Passed: April 9, 2024

Approved: April 9, 2024

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

Attest:

\_\_\_\_\_  
Mark C. Eby III  
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED  
NO. \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
BARRON COUNTY  
CITY OF CHETEK

REGISTERED  
\$ \_\_\_\_\_

SEWERAGE SYSTEM REVENUE BOND, SERIES 2024

Final  
Maturity Date

Date of  
Original Issue

May 1, 2043

\_\_\_\_\_, 20\_\_

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

FOR VALUE RECEIVED the City of Chetek, Barron County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2025 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 1.287% per annum, calculated on the basis of a 360day year made up of twelve 30day months; such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2024.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2025 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at One and 287/1000ths percent (1.287%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date (as directed by the registered owner) and if by check or draft, mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

This Bond shall not be redeemable prior to its maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Sewerage System of the Municipality and refunding obligations of the Municipality issued for that purpose, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted April 9, 2024, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$2,808,653 Sewerage System Revenue Bonds, Series 2024, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues of the Sewerage System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Sewerage System Revenue Bonds, Series 2017, dated December 27, 2017 and Sewerage System Mortgage Revenue Bonds, dated December 28, 2023, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF CHETEK,  
WISCONSIN

(SEAL)

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

By: \_\_\_\_\_  
Mark C. Eby III  
City Clerk

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

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(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

---

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

---

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

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

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

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SCHEDULE A

\$2,808,653

CITY OF CHETEK, WISCONSIN  
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2024

<u>Amount of Disburse ment</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2025	\$131,430.55
May 1, 2026	133,122.06
May 1, 2027	134,835.35
May 1, 2028	136,570.68
May 1, 2029	138,328.34
May 1, 2030	140,108.63
May 1, 2031	141,911.82
May 1, 2032	143,738.23
May 1, 2033	145,588.14
May 1, 2034	147,461.86
May 1, 2035	149,359.69
May 1, 2036	151,281.95
May 1, 2037	153,228.95
May 1, 2038	155,201.01
May 1, 2039	157,198.45
May 1, 2040	159,221.59
May 1, 2041	161,270.77
May 1, 2042	163,346.33
May 1, 2043	165,448.60