

City of Chetek Common Council Meeting Agenda

**Monday, August 12, 2024- 6:00 p.m.**

Council room, 220 Stout Street, Chetek, WI

**Also view meeting remotely on the City Facebook page**

**AGENDA:**

Call to order

Roll call – Mayor Martin Scott Bachowski, Earl Grover, Terry Hight Thea Hempel

Prayer

Pledge of Allegiance

Mayor Comments

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

**Announcement of closed session later in meeting** – Wisconsin Statute 19.85(1)(f) considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations - operator license

**Motion to approve agenda**

**CONSENT AGENDA:**

A. Council minutes and city claims: *July Council*

B. Department/Board reports as submitted - *Joint Fire & Ambulance- June; Chetek Ambulance-July, Chetek Fire Dist-July, Planning Commission-July, Airport-July*

C. Resignations and/or appointments from boards/committees:*Resignation of Donna Bachowski Parks Chair, Board of Review, Appointment Paul Poppe Parks Chair*

D. General license/permits:

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

E. Water Tower Logo/Painting Discussion

**NEW BUSINESS:**

F. Hydroflites close boat landing Friday August 16,2024 & WWSF show ski open September 7,2024

G. Police Department painting estimates

H. Resolution 2024-15 Authorizing the Issuance and Sale of Up to \$1,526,529 Water System Revenue Bonds, Series 2024, and Providing for Other Details and Covenants With Respect Thereto, and approval of related \$2,775,509 financial assistance agreement

I. Discussion City Ball Field

J. Parks outlay account referendum question(wording of and Election Date of) Discussion/Action

K. Closed Session

L. Act on Closed session item if any

Adjournment

**Minutes of the City of Chetek Common Council Meeting held on Tuesday, July 9, 2024 in the council room, 220 Stout Street, Chetek, WI. Also posted live on the City Facebook page**

Prior to the meeting being called to order there was a public hearing in regards to the UTV/ATV Ordinance 794A.

The meeting was called to order by Mayor Martin at 6:05 p.m.

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

Public comments: Joel Brown president of the Chetek ATV crusiers he just wanted to reiterate from the club that they would like to see no curfew. They would also like to see some signage also to kind of go with the county ordinance and have them open 24 hours. They would like to see the speed limit go with the regular speed limits as posted on the roads.

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

Council minutes and city claims: June Council, July Special Council Meeting  
Department/Board reports as submitted - EDC-June; Ambulance commission-May;  
Resignations and/or appointments from boards/committees:  
General license/permits:

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

**Old Business:**

4 Wheeler/UTV Curfew Ordinance 794A- Chief is fine with the speed limit and also with the curfew. He did have one club member come to him and express concern with the speed limit and would like to see the ATV and UTV go with the posted speed limit. Hempel wanted to thank everyone for coming and being involved and at the meetings. Hepel did talk with a couple members of the club and they are ok with the curfew. Chief is ok with adding more signs. Bachowski makes a motion Hempel 2nd Carried

Water Tower Logo/Painting Discussion- there were different designs in the council folder. Bachowski likes the lobster font and City of Lakes added. Hempel would like to leave bulldogs off. Grover does not want to spend more than what is suggested than the original budget. Bachowski does not think that any of the current designs would be any more than what they suggested. Would like to pick 3 designs and let the community help out. Grover would like to get the input from the community. Would like the designs that we currently have put on facebook. This will be discussed

**New Business:**

Class "B" Fermented Malt Beverage and Class "C" Wine- Black Bear Spirits LLC DBA Uncorked is asking for a license to start a wine lounge. Bachowski made a motion to approve a Class "B" Fermented Malt Beverage license and a Class "C" Wine. Grover 2nd. Carried

August Council Date Change- Clerk said that we need to change the council date due to elections being the 2nd Tuesday in August. Recommendation to change date to August 12, 2024.Hempel made a motion to change the council date to August 12, 2024. Grover 2nd. Carried

Ordinance 793A Shipping Container Ordinance- Hight had a question in regards to letter E what happens if somebody wants to make a residential dwelling out of a shipping container can you? Joe said they would need an architectural drawing by an engineer. I really can't deny it. unless you take it out of the ordinance. Hight asked if we took it out of the ordinance then you could deny it and Joe said yes. Hempel asked about how it would affect Mr. Larson who currently has a shipping container. Joe had denied a shipping container because the city attorney had determined that our ordinance already states you cannot have it it's just a little gray and so Mr. Larson was under the impression that he could sort of

but I told him he can't. Hempel asked where did that confusion come from? Joe said maybe Mr. Larson can explain Larson said that he agreed with most of what Joe said outside of the denial part. Mr Larson said this conversation started a year and a half before last fall. I mentioned last fall because that's when I finally got one of those suckers on the side of the property. I called up Joe and the conversation was hey Joe, question for you about shipping containers and he said flat out no can't do it not zoned for it but the conversation didn't end there. Joe gave his reasonings as to why he said no well you're not zoned for it and it's very much an aesthetic thing. Mr. Larson said well what if we put a roof on it, what if I pop a door into the conversation ended it yeah you know what something could probably be worked out with that I didn't just decide one day to jump on the shipping container shed site. None of this was underhanded or trying to be sneaky and popping it in the back of the yard. It was through a lot of conversation including popping into the city I thought I had to get a permit for and turns out for accessory structures we don't have to get a permit for it. I agree with what Joe said he had mentioned that the city attorney replied to an email and said that he doesn't think it fits the definition. Mr Larson said I think that it does. There was much further discussion. Bachowski would like Mr. Larson to work with the commission to come up with a plan to make it aesthetically for your neighbors. Hempel said she would like it done in a very timely manner. Hempel also said that she agrees that Mr Larson is very fortunate with the lot he has. Bachowski made a motion that we pass ordinance number 793A with the elimination of subparagraph E and Mr. Larson work with the planning commission to come up with an aesthetically pleasing and timely upgrade to his shipping container. 2nd by Hight. Carried.

Resolution 2024-14 2nd Quarter Donations- This was the 2nd quarter donations that came in and needed to be re-allocated to the correct accounts \$2,650.00 to National Night Out, \$948.00 to the Law Enforcement equipment account, and \$1500.00 Clerk's office general expenses. Hight made a motion to approve Resolution 2024-14. 2nd by Hempel. Carried

Credit Card Processing Fees- Clerk discussed that when Carmen was still at the city that she told the PSC that we would be incorporating our credit card processing fees to the customers. Currently the city has been paying the fees which amount to about \$10,000.00 or so a year. No motion needed to be made on this matter just to let council know that a letter would be going out to the city informing them that the fees would start to be charged to the customer.

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

---

Mark Eby, City Clerk

## Minutes of the Hearing of the Airport Committee of the City of Chetek held on July 29, 2024 at 5:30p.m.

### City of Chetek – Airport Committee Meeting Minutes – July 29, 2024

A meeting of the Airport Committee for the City of Chetek was called to order at 5:30 pm on July 29, 2024 by Scott Bachowski .

Present were Scott Bachowski, Judd Koenitzer, Steve Lind, Tim Esselman, Matt Hutzler, and Robert Tchop

Pro's and Con's for NPIAS were discussed. The highlighted point for NPIAS is that they fund 95% of projects. Then questions arose on the con's. Laura Stelzner explained that the little issues could be worked around, but the bigger community issues include the boat landing, hydroflites, the lions club building, airport park, etc. These are now all going to be forced to pay fair market value. As well as events such as liberty fest. After speaking on these bigger issues, there were still mixed feelings.

Scott Bachowski requested to move on to the lease discussion at that time.

The lease was returned from the attorney and open for review. We started the lease page, by page. Steve Lind stated it should not read "premise" instead should read "land" to be corrected throughout the document. In utilities we agreed to add comment to the lessee being able to bring in any utilities they wanted, at their cost, not lessor. Other fees decided to strike completely. Change "airworthy" to "flyable". Strike - non-commercial construction of amateur built or kit built aircraft. Strike section a - c under part two of hangar use. Add maintenance materials acceptable under flammable. Review with Joe Atwood ordinance on residential use of the hangar for clarification as to what it can say. Reduce Rules and Regulations to one simple sentence. Take out all but the first sentence of Security. Take out mention of FBO anywhere as we do not have one. Change occupants, to simple statements encouraging hangar owners to lease space in their hangars to other pilots. Airport Maintenance - change wording to be similar to that in Ice, Snow, Debris. Strike B of Airport Development. Change Right to Inspect to language in original lease draft number 6. Under abandonment strike "owned by lessee". Strike Restoration of Property. Other comments included questions on the rent being based on CPI plus 2% this was previously agreed upon at a previous meeting. Also, removal of weeds was questioned, as well as other "legal fluff" as stated by a committee member. Ultimately, all that was pointed out as such fluff, was left in as it was not hurting anything by being there, and protecting the cities interests

At the conclusion of the meeting it was stated that Laura Stelzner would complete the re-draft of the lease with the corrections stated above. That would be sent to Scott Bachowski and then sent out to the airport committee by the end of the week. Scott Bachowski requested that hangar owners get together as soon as possible at that point to review and stated another airport committee meeting would be scheduled shortly thereafter as the goal would be to have the lease to Common Council for approval in September.

Meeting adjourned at 7:13 pm.

CAAC SPECIAL JOINT MEETING MINUTES JUNE 25, 2024  
(corrected minutes 7/24/24)

- Megan called the meeting to order at 3:04 pm
- Present- CAAC- Joe, Mitch, Terry, Megan Absent- Arnie, John  
Present- Fire- Mark, Ronnie, Dave, Earl
- No Announcements
  - Motion by Mitch, second by Terry to accept the agenda as presented, motion carried
  - Motion by Megan second by Mitch to go into closed session- roll call- Terry, Mitch, Joe , Megan, motion carried.
  - Motion by Mitch second by Terry to go back into open session, motion carried.
  - Motion by Terry second by Mitch to hire Michele Loesel as CAAS book keeper, motion carried.
  - Motion by Terry second by Mitch to pay bookkeeper \$ 900 per month for EMS bookkeeping.
  - Next meeting tentatively set for July 23, 6:00 pm
  - Adjourn- motion by Mitch, second by Joe to adjourn, motion carried.
- Minutes prepared by Joe Atwood

Joint Meeting called to order with the Chetek Fire District and Chetek Area  
Ambulance Service on June 25, 2024  
Fire Hall Training Center

Meeting was called to order by Megan Giles at 3:04 to review the applicants for the Bookkeeper position.

**Present:** Ronnie Latcham (Chair), Dave Lentz, Mark Carlson, Earl Grover and Ryan Olson.

**Approve Agenda:** Mitch Hanson made the motion to approve agenda, seconded by Terry Hight; motion passed.

**Closed Session:** A motion was made by Dave Lenze to convene into closed session pursuant to Wisconsin Statute 19.85 (1) © for the purposes of considering employment, promotion, compensation, or performance evaluation data of any public employee over the governmental body has jurisdiction or exercise responsibility - interviewed candidates for the bookkeepers position. Seconded by Earl Grover; motion passed.

**Roll Call:** Ronnie Latham yes, Earl Grover yes, Dave Lentz yes, Mark Carlson yes.

**Open Session:** Dave Lentz made a motion to go into Open Session, seconded by Mark Carlson.

**Roll Call:** Ronnie Latcham yes, Earl Grover yes, Dave Lentz yes, Mark Carlson yes; motion passed.

**Bookkeeper Position:** A motion was made by Dave Lentz to offer the Bookkeepers position to Michele Loesel, seconded by Earl Grover; motion passed.

**Paid Income:** A motion was made by Dave Lentz that the monthly wage paid would be \$400.00, second by Mark Carlson; motion passed.

Motion to adjourn was made by Dave Lentz, seconded by Mark Carlson; motion carried.

Chetek Fire District  
Meeting Minutes  
23 July 2024

Meeting called to Order @ 5:00 pm

Roll Call: Dave Lentz, Mark Carlson, Ronnie Latcham present. Chief Ryan Olson, Assistant Chief Randy Books, Book Keeper Michele Loesel

Absent: Earl Grover

Motion to approve agenda by Mark Carlson, second by Dave Lentz, Motion Passed

Motion to approve May 30<sup>th</sup> Meeting Minutes by with the correction of spelling of Mark Carlson from Marki to Mark by Dave Lentz, second by Mark Carlson, Motion Passed.

Treasurers Report: Mark Carlson gave the following updates, Checking \$152515.64 Savings \$190062.15 Total assets \$342577.59 Motion to approve Treasurers Report by Dave Lentz, second by Mark Carlson, Motion Passed.

Review/Approve Claims and Payments: Motion by Dave Lentz to approve Claims and Payments, second by Mark Carlson, Motion Passed.

Bookkeeper Report, Board welcomed new bookkeeper Michele Loesel from Acculine Accounting. Michele was offered/accepted the position following the closed session joint meeting with CAAS on 25 June 2024. Michele gave an update from work with the auditors, 2022 is complete and 2023 should be completed by Aug 2024.

Motion to remove Renelle and Connie from the Cash Management Bank Authorization and add Michele Loesel to Cash Management Bank Authorization by Dave Lentz, second by Mark Carlson, motion passed.

Michele requesting changing the bookkeepers position from a W-2 Employee of the district to a 1099 Independent Contractor Position. Dave Lentz made a motion to change the position from "Employee to Independent Contractor", second by Mark Carlson, motion passed.

Public Comments: None

Township Comments: Mitch Hanson from the Town of Dovre gave an update on fire district coverage with New Auburn Fire District.

Terry Hight, Chetek Area Ambulance Service (C.A.A.S) Board Member, gave an update from the City of Chetek Attorney that should the board move forward with the building request by C.A.A.S, an agreement of understanding will be needed from the C.A.A.S

that monies spent by C.A.A.S. for materials to complete the project will be the property of the Chetek Fire District.

Chief's Report: Chief Olson presented a year-to-date call report as requested, updated recent fire calls. The Chetek Fire Volunteer Organization will be spending organizational monies from fund raising activities by the members on new dive gear. Update on upcoming training to be completed by the Fire Fighters.

New Business:

Discussion/Approval C.A.A.S. request for building modifications. Megan Giles C.A.A.S. gave an update that the C.A.A.S. Board has approved the funding of the Chetek Fire District Building modifications for EMT housing. Further the C.A.A.S Board is requesting that the Chetek Fire District Board approve the building modification request at no cost to the district with the exception of a Building Permit. Dave Lentz made a motion to approve moving forward with the building project. Second by Mark Carlson, motion passed.

Set date for Budget Committee Meeting: 2025 Budget Committee will meet Tuesday, 30 July 2024 at the Fire Hall to begin work on the 2025 Proposed Budget. The Board would like to complete the work by the regular September Business Meeting of the Fire District and forward to the municipalities for approval.

Next Meeting Date: 24 September 2024 at 5:00 PM at the Chetek Fire Hall Training Room

Motion to Adjourn by Mark Carlson, Second by Dave Lentz, Motion to Adjourn passed.



## CAAC MEETING MINUTES JULY 23, 2024

- Megan called the meeting to order at 6:00 pm
- Roll Call- present- Joe, John, Mitch, Megan, Arnie, Terry, Ryan and Michele
- Announcements- none
- Approve agenda- Motion by John second by Mitch to approve the agenda, motion carried.
- Approve minutes from previous meeting- Motion by Terry second by John to approve minutes with corrections, motion carried.
- Approve payments and signing of checks- motion by Mitch second by John to approve payments and signing of checks, motion carried.
- Motion by Megan second by John to accept Michele's request to move from a W2 to a 1099, motion carried.
- Approve financials- motion by Mitch second by John to approve CAS Financial Report presented by Michele, motion carried \* checking-\$ 226,649.69, \* savings- \$69,995.07, money market- \$ 32,267.66 Total \$328,912.42 as of June 30, 2024
- Public Comment- none
- Directors Report- Ryan reported out of service hours of 122 for July. Overtime this year so far is \$84,436.50 with 4527 hours of overtime. Ryan reported that the 4th went well and pretty quiet, rig 248 has new door parts installed. Motion by Mitch second by John to accept the Directors report, motion carried.
- Business- Fire Hall housing proposal for renovations has been accepted and will commence as soon as possible using funds from Connexus Bank account.  
Budget- talk and look at budget proposals on August 6, 2024 at 3:00 pm-some things to consider- cot and lucas equipment, pay increase for employees, truck budget, and radios.  
Bank Account- motion by Mitch second by Terry to remove everyone currently on the bank accounts and start over with Joe, Megan and Michele on the accounts at Sterling and Connexus banks. Motion carried.
  - Future agenda topics- budget, housing remodel
  - Next Meeting Date- set for September 17, 2024 3:00 pm
  - Public Comment- none
  - Terry motioned, Meg second to adjourn, motion carried.Minutes prepared by Joe Atwood- 7/24/24

**Minutes of the Hearing of the Plan Commission of the City of Chetek held on July 18, 2024 at 6:00p.m.**

**City of Chetek – Planning Commission Meeting Minutes – July 18,2024.**

**A regular meeting of the Planning Commission for the City of Chetek** was called to order at 6:00 pm on July 18, 2024 by Mayor Jeff Martin.

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

Also present was Mark Eby, Planning Commission Secretary, Building Inspector Joe Atwood, Compliance with the open meeting law was verified.

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

Justin Larson was here and discussed his design of what he was thinking of doing to make his shipping container look more like a yard barn. He would put a pitched roof on there and then do some stamped concrete and then put some siding on. He was asked to come back for the August meeting to present his information to the full board and get a timeline when it would need to be completed.

**1) Discussion: Look at future ordinance changes for winter months.**

Joe put a list together of what he would like the planning commission to start to look at. The front page would be all administrative changes and would not require a public hearing. The back page would be public hearings. The commission would like to start where Joe would like and see how many they can tackle in the coming months.

**2) Discussion/Action: Decide if the Planning Commission wants to wait for the attorney's opinion regarding the Shoreline Provisions Ordinance.**

Joe discussed what the new city attorney said. He read what he sent to the attorney. Which said

Good Morning Mr. Proue, I have been working with the Plan Commission to revise the current Shoreland Ordinance 118-314. Some of the proposed changes reflect what Barron County has in place even though the County has no jurisdiction in the City. The goal of this revision was to better address impervious surfaces and do our part in protecting the lakes around the City. The Plan Commission is questioning some portions of Chapter NR 117 and NR 115 and just want to make sure they apply to the City of Chetek. The sections of concern are NR 117 (9) (a), 117.05 (5) NR 115.05(a)and (b). Thank you for reviewing this and the next Plan Commission meeting is June 20th. I have included two attachments. Joe then read the response from the attorney that said " I don't know if you wanted me to do a thorough review of the proposed new ordinance or not but to answer the specific questions you raised in your email, see my analysis below.

NR 117.01 states, "The purpose of this chapter is to establish minimum standards for city and village shoreland-wetland zoning ordinances..." Therefore, the definition of "shoreland" at NR 117.03(9) and the non-conforming structures provisions of NR 117.05(5)(a) and (b) apply to the City of Chetek.

NR 115.02 states in part, "The provisions of this chapter apply to county regulation of the use and development of unincorporated shoreland areas, and to annexed or incorporated areas except as provided in s. 59.692(7), Stats." Again, I believe this means the provisions of NR 115.05(a) and (b) regarding minimum lot sizes and setbacks also apply to the City of Chetek.

I don't think the statement of purpose and applicability sections of the two chapters are phrased in the most readable and understandable language but the City would definitely fall within Chapter 117 and as an "incorporated area" would be within the scope of Chapter 115.

Please let me know if you want me to review the proposed new ordinance in more detail or if you have a specific question on how to word any part of it and I'll get that taken care of for you.

The setbacks that are in NR 117.01 we do need to meet those setbacks, Joe said. We have to stick with the 75 ft setback instead of the 50 ft that we originally thought. We do have to follow 115.02 in the city limits. In the ordinance that we proposed in 118 we have to change the 50 ft setbacks to 75 ft. There were 3 portions in the ordinance that we would have to take 50 and change to 75 ft. The mayor asked if

we are doing what the county is doing and no we are not but we do have to follow the state which is 75ft. There are some properties that are small and should have never been made lots back in the day. Tim asked if the current draft is 4/7 and yes it is the most current version. Mayor feels that we should follow the recommendation of the City Attorney. Etten does not have a problem changing it to 75ft. Shawn asked if we could go online and measure to see how many would have issues if we went from 50 to 75 ft. The commission would like to know what the consequences would be if we did not meet the 75 ft setback. Joe did say he would reach back out to the attorney and get clarification before the next meeting.

Motion to adjourn by Shawn Ayers 2nd by Tim Esselman. carried meeting adjourned at 7:02pm

Next Meeting August 15, 2024

Respectfully Submitted Mark Eby

July 16, 2024

This letter is to the City Council Members and City Hall,

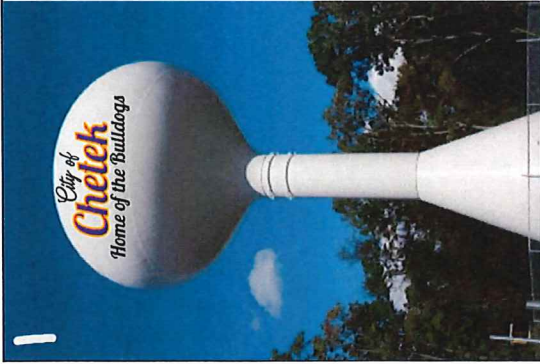
I will be stepping down from chair of the Parks and Beach committee effective immediately, This was NOT an easy decision as I have put in 8 years with this committee. But I feel I can no longer represent as chair, when I am not respected by those on council.

I will also be stepping down from the other city committees I am on. I will help Mark out with the November elections since it will be a large turnout.

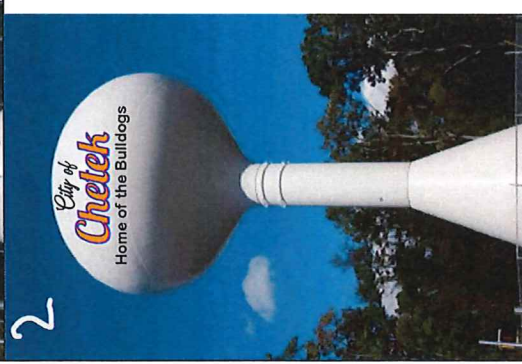
I have spent many long hours and have put in a lot of work to help evolve this community and to be talked to as I have is disrespectful and disappointing.

Thank you,

Donna Bachowski



1



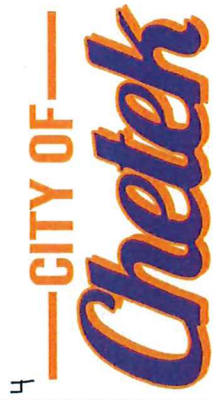
2

46

6



18

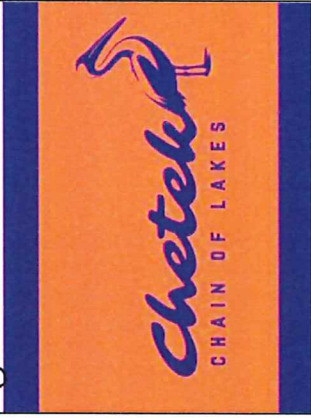
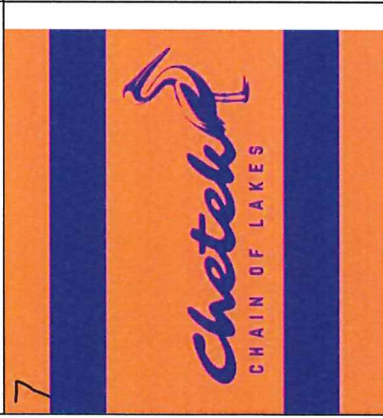


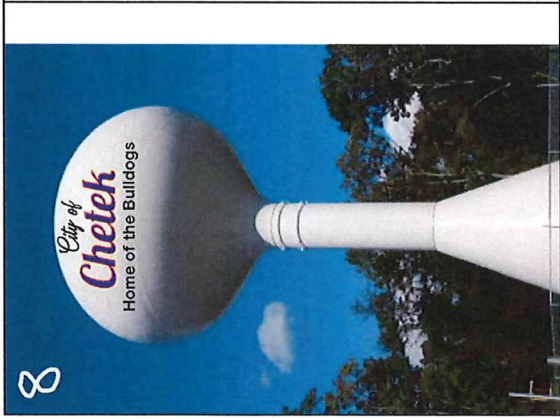
24

5

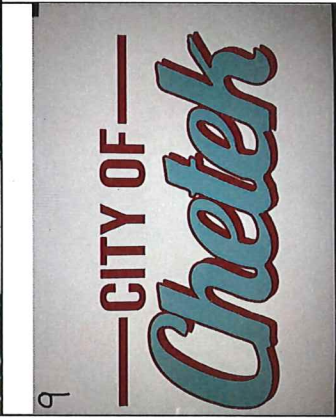


50

b 	8
7 	2



33



22



# Estimate



**Barefoot Painter LLC**  
P.O. Box 43  
Ladysmith, WI 54848  
715-532-0841

**Dan Vacho**  
Operations Manager  
715-532-0841  
info@barefootpainter.com

---

**CONTACT**

**Chetek Police Dept.**  
**Ashlea Olson**  
220 Stout St.  
Chetek, WI 54728  
aolson@cityofchetekwi.us  
715-924-3686

---

**JOB ADDRESS**

Chetek Police Dept.  
101 Moore St.  
Chetek, WI 54728

---

**ESTIMATE ID**

2453

---

**DATE**

Jun 20, 2024

**EXPIRES**

Aug 23, 2024

## Estimate

---

**Item****Estimate Includes the following:**

The following is included in this estimate: Police Dept.

**PREPARATION**

- + Protecting ground and furnishings around house
- + Washing siding, paintable window trim, and doors
- + Scrape peeling paint
- + Application of ONE coat of primer to areas of raw wood
- + Repair/replace failing caulk
- + Removing items from siding
- + Removing door hardware
- + Sanding and priming areas of rust on doors
- + Removal of downspouts (if present and easily removable)

**STAINING**

- + Application of TWO coats of paint to windows
- + Application of TWO coats of paint to entry doors
- + Application of TWO coats of paint to Bldg.

**CLEAN-UP**

- + Clean-up of paint chips on ground
- + Disposal of paint cans and materials
- + Reinstallation of downspouts

**ESTIMATED PRICE INCLUDES LABOR AND MATERIALS**

Exterior Painting ( Police Dept. )	<b>\$8,142.00</b>
Siding Prep - Normal, Brick Painting, Window Sashes and Frames (16), Door - Two-sides (1), Soffits, Fascia, Posts (2), Paint Canopy Ceiling	

**Complimentary Colour Consult**

Included on all scheduled projects.

+ Includes up to ONE hour on color consultation

+ Includes 8.5x11 sample color sheets sent directly to customer

*Savings of up to \$250.*

*+ Additional consultation time will be billed at \$75/hour.*

**Contract**

Please be sure to read thru the contract prior to signing for important information that may pertain to your estimate.

**SCHEDULING and TIMELINE**

Barefoot Painter LLC fills our schedule on a first come, first serve basis factored by the date of contract signing. A date will not be assigned to your project until receipt of signed contract. Once your contract is signed, to keep that date, the deposit of 25% must be received within two weeks.

If a date is requested prior to signing, please send an email, or call the office at 715-532-0841 to find out when our first available opening is.

Currently Barefoot Painter LLC is scheduling for:

Total	<b>\$8,142.00</b>
-------	-------------------

**Barefoot Painter LLC agrees to furnish the labor, materials, and supplies necessary to perform the services per the terms and conditions in this Contract. Upon completion of the services, Barefoot Painter LLC will remove all materials, supplies, and other debris used while completing the painting project.**

## 1. Project Description/Scope of Work

**Please take special note of the job description.** Barefoot Painter LLC is **not required to perform any tasks not specified in the estimate**. Furthermore, customer agrees to pay for all items listed in the estimate. Additional services, at the request of the customer, will only be completed upon the acceptance of a change order that is to be completed by Barefoot Painter LLC personnel. Upon approval of change order, customer understands that agreed upon work falls under this contract.

## 2. Preparation

- Barefoot Painter LLC follows very specific systems for preparing every job site. These systems have been developed following recommendations from product manufacturers, the guidelines set forth for specific products that will be used, and by following best practices. Customers should make themselves familiar with the preparation tasks that have been detailed in the estimate provided. If there are additional tasks requested, customer should contact Barefoot Painter LLC at least two weeks before the project start. Note that additional items of preparation may result in additional charges.
- Barefoot Painter LLC uses low-tack painters tape for any taping of floors. Low-tack tape does not cause damage, even if left down for the duration of the project. Any damage that would be caused would be from a failed finish and is the liability of the flooring contractor and not Barefoot Painter LLC.
- Barefoot Painter LLC will use low-tack tape and masking paper to protect finished walls during painting to cabinets, windows, doors, trim, etc. Low-tack tape will not remove fully cured finishes. If tape were to remove a finish this would be a sign of an issue not associated with the painting process and is the liability of the property owner and not Barefoot Painter LLC. Barefoot Painter LLC will provide touch-ups to areas damaged ONLY if the following conditions are met: *+Customer has paint previously used to paint said surfaces AND has made it available, +Touch-ups are able to be made while Barefoot Painter LLC is already onsite, +Areas needing touch-ups are due to the current painting process, AND +Touch-ups take no longer than a total of 30 minutes.*
- Touch-ups beyond 30 minutes MAY be completed by Barefoot Painter LLC at a charge of \$55 per hour, with a minimum of ONE hour charge.

**When the project is complete, all job sites will be cleaned prior to leaving.**

## 3. Paint/Materials

- The estimate provided by Barefoot Painter LLC includes the cost for paint and other materials. Barefoot Painter LLC has specific brands of paint and stain that are used which are known to provide quality results. Barefoot Painter LLC does not use customer provided paint without prior written approval from our owner and will not warranty any work completed with customer provided paint.
- Customers must choose colors at least two weeks prior to the project start date. Customers must notify Barefoot Painter of their final choice in paint color. Once Barefoot Painter has been notified paint will be ordered. Customer will be responsible for all paint purchased if color changes are made once paint has been ordered. This includes original color AND new color paints.

- All painted surfaces will receive two (2) coats of paint (unless stated otherwise on the estimate)
- In the event where customers choose to only paint walls, Barefoot Painter LLC will paint a clean line where the edge of the ceiling and walls meet. If paint is overlapping onto the ceiling from previous paint work, this may not be covered by the new coating. Barefoot Painter LLC will not create staggered lines to cover the paint from previous painting.
- All stained surfaces will receive the required amount of coats as directed by the product manufacturer.
- **\*\*Please Note: Some colors are inherently less opaque and may require more than two coats to achieve a satisfactory and uniform appearance. Therefore, using these colors may result in additional costs. If these colors are selected, customers will be notified before work begins in that area. Additional coats of paint are charged out at a rate of \$55 per hour and the cost of the paint.\*\***

#### CABINET SPECIFIC PAINT/MATERIAL NOTES

- All cabinet doors/drawers will receive two (2) coats of primer (unless stated otherwise on the estimate)
- Open grain doors and doors with knots and other natural wood imperfections require more work to fill pores and help create a smooth surface.
- Cabinet interiors will only be painted when glass doors are present, or at the request of the customer. If not included in the estimate, a charge of \$85 per opening will be applied.

#### 4. Unforeseen Conditions

As we cannot closely inspect all areas to receive paint (furniture hiding, ceiling too high for close inspection, issue not evident at time of estimate, etc.), any unforeseen repairs that happen to arise will not be dealt with until the customer is notified, and an additional work order written up for the customer to approve and sign.

#### 5. Painting Schedule

Customers will be given an estimated time for painting at time of scheduling. We will do everything within our ability to keep on schedule, but we cannot predict Mother Nature and/or other issues affecting the completion of jobs prior to future projects. If it looks as though the scheduled dates will need to change, Barefoot Painter LLC will notify customers as soon as possible. Additionally, we contact customers two weeks prior to the start of a project.

#### 6. Customer Responsibility

- **The job site must be clean prior to our painters arriving.** Painters will need easy access to all areas to be painted. Any items blocking access will be moved by Barefoot Painter LLC at an added expense to the customer. Moving rates are \$65 per hour with a minimum rate of 1 hour being charged. Appliance, outdoor grills, oversized/heavy items, and/or items that are filled with valuable belongings, will not be moved and will be painted around. If customer requires these items to be painted behind/under, the items must be moved prior to Barefoot Painter LLC arrival. Barefoot Painter LLC does take precautions when moving other items, but accidents can happen and we are not at fault if items and/or floors are damaged during the process.
- Cluttered spaces make for inefficiency and could delay painting. Customers should make sure areas to be painted are free of clutter. If Barefoot Painter LLC crews cannot perform up to their normal standards for efficiency due to clutter, the crew lead will speak with customer and develop a plan for

moving forward. Additional fees may be charged if painting takes longer than anticipated due to clutter.

- Walls should have all pictures, artwork, and other items removed prior to Barefoot Painter LLC arrival unless this is listed on the estimate.
- **The work area must be free of all other contractors/trades.** Other contractors/trades onsite at the same time as Barefoot Painter LLC can delay progress, and these delays are not figured into the estimate provided. Furthermore, dust, debris, and/or other work conditions that could arise from other trade work can have severe impacts on the quality of painted/stained areas. **If other trades are present, Barefoot Painter LLC will reschedule customer painting project to the next open spot on project calendar and a rescheduling fee may be applied.**
- Any repairs that are necessary prior to painting/staining should be completed prior to Barefoot Painter LLC arrival date. If necessary repairs are not completed Barefoot Painter LLC will reschedule customer painting project to the next **open spot** on project calendar and a rescheduling fee may be applied.
- Barefoot Painter LLC must have access to water for cleaning purposes.
- **Barefoot Painter LLC must have access to bathroom facilities. If customer is unable, or unwilling to open access to painters, a portable facility will be brought onsite for the duration of the project at the expense of the customer. This expense may not be on the estimate, but is agreed upon by signing of this contract.**
- While Barefoot Painter LLC loves our four-legged friends, paint crews cannot be responsible for caring for pets and/or keeping pets out of paint areas. Please ensure that plans have been made to keep our furry friends out of work areas.
- The customer must be available on the last day of the project for a thorough walk-through with the crew lead. If customer presence is not possible, the crew lead will perform the walk-thru and fill out our closing checklist. The customer copy of said checklist will remain onsite. Customers are asked to contact the crew lead within 72 hours of checklist completion to report any issues.
- **FINAL PAYMENT IS DUE IMMEDIATELY UPON COMPLETION OF PROJECT.** Final payment can be made by cash or check and given to the work crew before they leave. If payment is not able to be made in person, or if paying by card is preferred, customer should contact the Barefoot Painter office **prior to the start of project.**

## EXTERIOR SPECIFIC REQUIREMENTS

- Barefoot Painter LLC will not perform any tree, bush, or plant trimmings prior to painting/staining. If any are present and in the way of painting, Barefoot Painter LLC will try and secure them as best as possible, but no guarantees regarding said work will be made. Barefoot Painter LLC will not be held liable for any section of project that cannot be completed, or any future product failure, due to inability to secure said objects. Customers can avoid this issue by having all trimming completed prior to paint crew arrival.
- Barefoot Painter LLC will work to protect landscaping as much as possible during the length of the project, however we cannot promise that no damage to plants, trees, and/or bushes will occur. Precautions will be taken, but safety and efficiency must always be considered first.
- Barefoot Painter LLC will remove fixtures and decorations that are hanging from siding as part of the preparation process. Due to the amount of time that exterior paint can take to fully cure, many times these items will not be reinstalled by painters. If there are items that you are unable to reinstall yourself, please speak with a member of the paint crew when they arrive onsite so a plan to help you with this can be addressed. (This does not include shutters and/or downspouts. Paint crew will always reinstall shutters and/or downspouts prior to project completion).

## CABINET SPECIFIC REQUIREMENTS

- **Customers must have cabinets cleared out prior to Barefoot Painter LLC arrival for cabinet painting.**
- If hardware is being replaced on cabinets and/or doors, the hardware **MUST be purchased by Barefoot Painter LLC**. There is an additional charge for changing hardware. If it was not included in the original estimate a change order will need to be completed.

**Customers should be prepared to not have use of the kitchen, or other areas where cabinets are being painted, for a minimum of 2 days, maximum of 4.** While the crew is performing on-site work there will be a plastic containment wall put in place. This wall needs to be left in place and not disrupted until all spraying is completed, dust has settled, and crew feel the area is ready to have it removed. This is normally completed in 2 days but could take up to 4 based on size of kitchen, temperature inside, and other items that factor into the speed of dry time. Barefoot Painter LLC will work as efficiently as possible to limit the number of days the kitchen cannot be used to as few as absolutely necessary. There is no use restriction to kitchen on days that crew is not onsite.

## 7. General Information

- Minor defects on interior surfaces will be patched and sanded. We will use products made for specific areas of use, but it is rare that a customer will not be able to notice it at least in some small way.
- Minor, and/or major, defects in siding will be addressed in a manner that is consistent with the estimate. If previous coats of stain are chipped and/or peeling, the unevenness of the area will be noticeable unless a flat surface preparation is chosen by customer. If flat surface preparation is not listed on the estimate specifically, it is not included.
- If patched areas require stain, it must be noted that although products used will be stainable, it is impossible to get an exact match to the surrounding wood-stained areas.
- All areas of caulk will be evaluated during the preparation process and will be removed/replaced as necessary. **Barefoot Painter LLC will not add caulk to areas where it should not be present and where it could damage the material it is present on.**
- Barefoot Painter LLC utilizes brush and roll application, as well as spray application, for painting. It is at our discretion to determine which method we will use as we consider many factors. If spray is necessary, we will have the area prepped with plastic for the duration of the project. Barefoot Painter LLC will remove masking plastic/paper when it is no longer necessary to the project. Any removal of masking by anyone other than Barefoot Painter LLC personnel will result in additional charges for the time it takes to reinstall.
- Plan for a crowd. Painting crews typically consist of two to three people. Larger projects may have as many as six or seven crew members. Exterior work is not nearly as intrusive as interior, but we want to make sure you are prepared. Crews could be onsite anytime between 8am and 5pm. During times where extreme heat is expected, crews may begin work as early as 6am to be completed prior to the mid-afternoon hottest temperatures.
- Unless otherwise noted on estimate, a durable matte or eggshell finish will be applied to walls and a flat white paint to ceilings. Exterior coatings will be a durable satin finish.

## CABINET SPECIFIC INFORMATION

- The majority of doors we refinish have floating panels. **We do not caulk floating panels or seams on cabinet doors because overtime it will result in failure.** Instead, we do our best to create clean lines where the middle panel meets the stiles and rails. Because wood contracts in the winter you may notice a slight line where the panel meets the stiles and rails. You can help prevent expansion and contraction of these doors by regulating the temperature and humidity in your home.

- Barefoot Painter LLC uses water-based coating manufactured for use on cabinets. These coatings will last FOR YEARS IF TAKEN CARE OF. Please note, paint coatings are not indestructible and can chip or scratch just as manufactured cabinets would if abused.
- Unless otherwise noted on estimate, a durable satin finish will be applied to cabinets.
- Specialty finishes are done by hand and are artistic enhancements designed to give the cabinets a unique, high-end look. Because these finishes are completed by hand, every door and drawer will not match perfectly but rather will have subtle variations making the end product flow without looking forced.

## 8. Work Standard

- Barefoot Painter LLC is a member of the PCA (Painting Contractors Association). Barefoot Painter LLC follows all proper work protocol and craftsmanship per industry standards.
- To determine if a surface has been properly painted it shall be examined without magnification at a minimum distance of 39", under normal finished lighting conditions (no use of handheld source light) from a normal viewing position.
- Paint crews will not move on to another project, except in the case of rain delays, until completion.
- **Barefoot Painter LLC will not be present on an exterior job site any day when the risk of precipitation is 40% or higher. Paint crews will return as soon as the weather allows.**
- No painting and/or staining will take place unless sufficient moisture levels are reached. This is rarely an issue on interior projects, but is always a consideration for exterior. Paint crews will monitor levels prior to work beginning each morning of the project.

## 9. Insurance

Barefoot Painter LLC is fully insured. Certificates of liability will be made available to customers upon request.

## 10. Warranty

- Barefoot Painter LLC warranty covers labor and materials for exterior projects for 12 months upon completion of the project. (Decks excluded)
- Barefoot Painter LLC warranty covers labor and materials for interior painting projects for 36 months (3 years) upon completion of the project.
- This warranty excludes:
  - Incidental damage caused by accident or abuse, normal wear and tear, temperature changes (hail, wind, snow, moisture etc.), and cracks caused by expansion (house shifting, humidity issues, etc.).
  - Painted or stained horizontal walking surfaces (deck surface, floors or steps)
- This warranty is non-transferable.

## 11. Cancellation

The customer has the right to cancel the project within three days of acceptance. Please email us to notify your cancellation. Deposits are non-refundable after three days of acceptance.

## 11. Acceptance

- Please indicate your acceptance of this estimate by clicking the "Accept" button and virtually signing.

- By accepting this contract, I acknowledge that I have read and understood the terms of this proposal.

**12. Estimate Expiration**

- **All prices** included in the estimate are good for **30 days** from the date of estimate. Once contract is signed, if within the 30 days, prices will remain valid until project completion as long as project is completed within a 6-month period for interior and cabinet work, and 12-months for exterior work.

**12. Payment**

- Customer must pay 25% deposit of total estimate price upon acceptance of estimate. **The project will not be scheduled until the deposit is paid.** If you would like to pay the deposit by credit card, please contact the Barefoot Painter office.
- Barefoot Painter LLC accepts cash, check, or credit card. No discount is given for cash payment.
- The remainder of the total **MUST BE PAID AT TIME OF PROJECT COMPLETION.** If payment is not able to be made in person on the final day, prior arrangement must be made with our office.



ESTIMATOR SIGNATURE

DATE

CUSTOMER SIGNATURE

DATE

Estimate #2453 for Chetek Police Dept.

Total value: \$8,142.00





Bid for Chetek Police Department

- Pressure wash whole building
- Apply one coat of locks on (Primer for raw bricks)
- 2 coats of paint to the building
- Scrape any existing paint that needs to be scraped off the old part of the building.

Matt's Painting will also supply all materials

Total amount: \$5,900

RESOLUTION NO. 2024-15

RESOLUTION AUTHORIZING THE ISSUANCE AND  
SALE OF UP TO \$1,526,529 WATER SYSTEM REVENUE BONDS, SERIES 2024,  
AND PROVIDING FOR OTHER DETAILS AND  
COVENANTS WITH RESPECT THERETO

WHEREAS, the City of Chetek, Barron County, Wisconsin (the "Municipality") owns and operates a water 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 June 11, 2019 (the "2019 Resolution"), the Municipality has heretofore issued its Water System Revenue Bonds, Series 2019, dated June 26, 2019 (the "2019 Bonds"), which are payable from the income and revenues of the System; 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 Safe Drinking Water Loan Program Project No. 4781-07 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. W-2022-0917 and dated December 21, 2022 and No. W-2024-0136 and dated February 22, 2024 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 deems it to be necessary, desirable and in its best interest to authorize and sell water 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

WHEREAS, the 2019 Resolution permits the issuance of additional bonds on a parity with the 2019 Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, other than the 2019 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 \$1,526,529 Water 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 Water System Bonds 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 water charges imposed by the Municipality, all payments to the Municipality under any 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) "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;

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

(q) "System" means the entire water 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 extraction, collection, treatment, storage and distribution of water, 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 water system and including all appurtenances, contracts, leases, franchises, and other intangibles;

(r) "2019 Bonds" means the Municipality's Water System Revenue Bonds, Series 2019, dated June 26, 2019; and

(s) "2019 Resolution" means a resolution adopted by the Governing Body on June 11, 2019 authorizing the issuance of the 2019 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), there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$1,526,529; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan 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.

Section 3. Terms of the Bonds. The Bonds shall be designated "Water 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 1.485% 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 hereinafter continued, 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 2019 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 2019 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 2019 Bonds, the Bonds and Parity Bonds, certain funds of the System which were created and established by the 2019 Resolution are hereby continued and which shall be used solely for the following respective purposes:

- (a) Revenue Fund, into which shall be deposited as received the entire Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund 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) Operation and Maintenance Fund, which shall be used for the payment of Current Expenses.
- (c) Debt Service Fund, which shall be used for the payment of the principal of, premium, if any, and interest on the 2019 Bonds, the Bonds and Parity Bonds as the same becomes due, and which may contain a Reserve Account established by a future resolution authorizing the issuance of Parity Bonds to secure such Parity Bonds.

- (d) Depreciation Fund, which may be expended for repairs, replacements, new construction, extensions or additions to the System. Any money on deposit in the Depreciation Fund not required during the current Fiscal Year for purposes of the Depreciation Fund, may be transferred to the Surplus Fund.
- (e) Surplus Fund, which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the 2019 Bonds, the Bonds and Parity Bonds when the Debt Service Fund 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 6 hereof; 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 continued herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System or for any other lawful purpose.

Section 7. Application of Revenues. After the delivery of the Bonds, the entire 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 2019 Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to onetwelfth (1/12) of the installment of principal of the 2019 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 amount required by a future resolution authorizing the issuance of Parity Bonds to fund a Reserve Account established therein;
- (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 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 2019 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 as required in connection with future Parity Bonds.

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 2019 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 Water System SDWLP 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 water 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 2019 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 2019 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 Safe Drinking Water Loan 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 Safe Drinking Water Loan Program for the purchase price of up to \$1,526,529 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 "Water System SDWLP Project Fund." The Water System SDWLP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Water System SDWLP 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 twothirds (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 Safe Drinking Water Loan 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 Safe Drinking Water Loan 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. Conflicting Resolutions. All ordinances, resolutions (other than the 2019 Resolution), 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 2019 Resolution, the 2019 Resolution shall control as long as any 2019 Bonds are outstanding.

Passed: August 12, 2024

Approved: August 12, 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  
\$ \_\_\_\_\_

WATER SYSTEM REVENUE BOND, SERIES 2024

Final  
Maturity Date

May 1, 2054

Date of  
Original Issue

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

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN 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, 2026 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 1.485% 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, 2026 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 485/1000ths percent (1.485%) 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 Water System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted August 12, 2024, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$1,526,529 Water System Revenue Bonds, Series 2024, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues of the Water System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Water System Revenue Bonds, Series 2019, dated June 26, 2019, 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

COPY

(Form of Assignment)

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

---

---

---

(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

---

SCHEDULE A

\$1,526,529

CITY OF CHETEK, WISCONSIN  
WATER 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>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____


COPY



SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2026	\$42,499.44
May 1, 2027	43,130.56
May 1, 2028	43,771.04
May 1, 2029	44,421.04
May 1, 2030	45,080.70
May 1, 2031	45,750.15
May 1, 2032	46,429.53
May 1, 2033	47,119.01
May 1, 2034	47,818.73
May 1, 2035	48,528.84
May 1, 2036	49,249.49
May 1, 2037	49,980.85
May 1, 2038	50,723.06
May 1, 2039	51,476.30
May 1, 2040	52,240.72
May 1, 2041	53,016.50
May 1, 2042	53,803.79
May 1, 2043	54,602.78
May 1, 2044	55,413.63
May 1, 2045	56,236.52
May 1, 2046	57,071.64
May 1, 2047	57,919.15
May 1, 2048	58,779.25
May 1, 2049	59,652.12
May 1, 2050	60,537.96
May 1, 2051	61,436.94
May 1, 2052	62,349.28
May 1, 2053	63,275.17
May 1, 2054	64,214.81



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

\_\_\_\_\_ Yes

\_\_\_\_\_ No

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

\_\_\_\_\_ Yes

\_\_\_\_\_ No