Village of Superior,
Douglas County Wisconsin
PO Box 3065, 6702 Ogden Avenue,
Superior, WI 54880
715-392-8551-Office,
715-395-8361- Fax

On Thursday, October 10, 2024, the regular monthly board meeting for the Village of Superior will be held at 7 P.M. at the Village Hall, 6702 Ogden Avenue. At 6:30 P.M. accounts payable vouchers will be approved. ***SUBJECT: Regular Board Meeting Minutes***

- Meeting called to order. **Roll Call show President John Wick, Trustee Chad Martineau, Clerk/Treasurer Linnea Breezee and one Village Resident.**
- Open Meeting Compliance Check: notice posted at Village Hall, Young Plumbing & Septic, Udeen Trucking, and the Village bowl.

Communication's

- MAMA T'S SMOKIN EATS -Having a Community Event on October 26th from 2 – 5 pm. It is going to be a Spooky Great time. Costume Contest at 4pm.
- NORTHWEST REGIONAL PLANNING COMMISSION (NWRPC) – Douglas County Curbside Recycling Costs 2025-2029. Douglas County has signed a new contract with Waste Management for recycling services. The price for 2025 has increased to $7.07 per month.
- DOUGLAS COUNTY 911 – RE: Joint Powers Agreement signed.

Reports of Village Officers:

- Greg Young Trustee: Discharge is still running. Everything is running as it should. Received Dissolved Oxygen Meter as Mike will need to test weekly samples for dissolved oxygen and PH in the field for the new WPDES Permit. **(Absent)**
- Chad Martineau, Trustee: Mowing season is finishing up. Mike will be winterizing the summer equipment and getting ready for the winter season.
- John Wick, President: Monarch has finished our road project on Hughitt Avenue -N 76th street to N 79th Street. Fire runs for September where 3, we are still ahead of 2023 by 3 more runs. Currently working with NBC for an interim loan to start the WWTF upgrades and Outfall Relocation Project.

- Motion to approve the treasurers report of September 12, 2024. Motion made by Trustee Chad Martineau to approve the treasurer report, with President John Wick seconded the motion. All in favor.
- Motion to approve the signed vouchers. Motion made by Trustee Chad Martineau to approve the signed vouchers, with President John Wick seconded the motion. All in favor.
- Motion to approve the Board Meeting Minutes of September 12, 2024. Trustee Chad Martineau made a motion to approve the Board Meeting Minutes from September 12, with President John Wick seconded the motion. All in Favor.
- Unfinished Business:
  - MSA-.MSA has completed the Wetland Delineation. Submitting to DNR. Preliminary design services for the wastewater facility upgrades have begun. MSA has begun submitting railroad access permits to the railroads, once approved from the railroad, flaggers from the railroad with be scheduled.

Old Business: None

New Business

- Consideration and approval of borrowing up to $705,000.00 from the National Bank of Commerce for the purposes of the waste water treatment facility upgrades, construction, and outfall relocation; the terms and conditions of the transaction are substantially similar to the Promissory Note that is attached to the agenda. **Action Needed. Trustee Chad Martineau made a motion to approve the signing of the Promissory Note with NBC on 10/11/24, with President John Wick seconded the motion. All in Favor.**

- Adopt Resolution # 2024-1010 for the startup costs for the planning and construction of the wastewater facility and outfall relocation. Action Needed. **Trustee Chad Martineau made a motion to Adopt Resolution #2024-1010 for the signing on 10/11/24 at National Bank of Commerce, with President John Wick seconded the motion. All in favor.**
- Certificate – Linnea M. Breezee, Village Clerk-Treasurer will need to sign. **Clerk/Treasurer Linnea Breezee will be signing the Certificate of Compliance at National Bank of Commerce on 10/11/24.**

- Motion to open meeting to Public Comments, (notice received by clerk, **for agenda items ONLY**).
- Adjournment. **President John Wick made a motion to adjourn the meeting, with Trustee Chad Martineau seconded the motion at 7:10pm. All in favor.**

Linnea M. Breezee

Clerk/Treasurer --Pursuant to the Americans with Disabilities Act of 1990, if you are in need of an accommodation to participate in the public meeting process, please contact the Village Clerk's Office at (715)392-8551 prior to the scheduled meeting. The Village will attempt to accommodate any request depending on the amount of notice received. ***In compliance with Wisconsin Open Meetings Law, this agenda was posted: Young Plumbing & Septic, Village Hall, Udeen Trucking & the Village Bowl.*** The agendas, meeting minutes, notices and postings on this site are for convenience purposes only and may not represent the most current version. Therefore, they are not considered the official copy
Posted 10/07/2024

UPDATE A Review of MSA's Commitment to Your Community

Village of Superior, WI

CLIENT LIAISON:

Pat Morrow, P.E.

Phone:

(608)

355-8910

Cell:

(6

08) 963-

2094

pmorrow

@msa-

ps.com

DATE:

October 10, 2024

A picture of the Village's land adjacent to the WWTF. The new force main will run through here.

WASTEWATER FACILITY UPGRADES

Preliminary design services for the wastewater facility upgrades have begun. MSA Environmental team members have completed the wetland delineation site visit for the areas surrounding the WWTF and the proposed force main

corridor. A report will be submitted to DNR for review of the wetland boundaries.

MSA has begun submitting railroad access permits to the respective railroad entities. Once approved by the railroads, a flagger from the railroad will be scheduled. Based on our communication with the railroads and coordination of multiple railroad entities, survey across the railroad tracks will be conducted this winter. Survey at the WWTF, Main Lift Station, and along the corridor will be conducted at the end of this month.

MSA has ordered title reports from Knight Barry Title. Title reports are expected to be delivered October 17th. Once received, MSA Real Estate team can utilize survey data to prepare a Relocation Order for the temporary and permanent easements along the force main corridor. The Relocation Order for the respective properties will need to be approved by the Village Board at the November Village Board Meeting. Once approved and sent to the Count Clerk's office for approval, the fee study for the easement will be completed.

Last month, MSA met with compliance engineers at DNR and then submitted public comment on the Village's WPDES permit schedule requesting an extension on the proposed deadlines. The public comment was successful and the Village's deadline to submit plans and specifications for the wastewater facility upgrades has been moved from March 30, 2025 to September 30, 2025. Note that there was a typo on the initial version DNR sent the Village and DNR will be resending the Village its final WPDES permit. The extended deadline on the permit compliance schedule gives the Village much needed time to negotiate with railroad entities and complete wetland and waterway permitting. The plan is to complete design before the proposed deadline (Spring to Summer 2025) so the Village can take advantage of the favorable bidding environment in the Fall of 2025. A tentative schedule is provided below and will be updated accordingly.

Village of Superior, WI

PROJECT UPDATE

October 10, 2024

Tentative Schedule

Date	Event
September 2024	Wetland Delineation Completed, Submit to DNR

	BNSF Railroad Access Permit Submitted
October 2024	Railroad Coordination - Ongoing
October 17, 2024	Title Reports Received
October 28 – November 1, 2024	Survey of Site, Corridor, and Easements Completed
November 14, 2024	Village Board Motion to Approve Relocation Order, MSA Sub to County
December 2024	30% Design Milestone (Village Review)
	Relocation Order Approved by County
	Easement Discussions
2025	
March/April 2025	90% Design Milestone (Village Review)
September 30, 2025	Compliance Deadline – Submit Plans and Specs *Plan to Submit Early in Spring/Summer*
September 30, 2025	Submit CWF Loan Application
Fall 2025	Receive Comments from DNR
	Bid and Award Project
2026	
March/April 2026	CWF Loan Closing, End of Interim Financing
May/June 2026	Receive USACE Section 154 Funding Decision
May 31, 2026	Compliance Deadline – Begin Construction
Summer 2026	Construction of Chemical Building, Pumping Station, Lift Sta
Fall 2026 - Winter 2026	Force Main Construction Option 1
December 31, 2026	Compliance Deadline – Construction Progress Report
2027 – 2028	
Spring - Summer 2027	Force Main Construction Option 2
December 31, 2027	Compliance Deadline – Complete Construction *Plan to Complete Construction Early in Summer 2027*
March 31, 2028	Compliance Deadline – Achieve Compliance

PROMISSORY NOTE
STATE OF WISCONSIN
COUNTY OF DOUGLAS
VILLAGE OF SUPERIOR

DATE OF NOTE	NOTE AMOUNT	RATE	MATURITY	Loan No.
October 11, 2024	Up to $705,000.00, advancing credit	Variable	October 11, 2026	**

The purpose of this Promissory Note is to secure funding for the Village of Superior, Douglas County, Wisconsin to utilize for purposes of the beginning stages of upgrades to its waste water treatment facilities and changes to the outfall location from those facilities. The Village anticipates this to include the planning and construction of a new waste water treatment facility as well as construction of new infrastructure to relocate the outfall from its current location.

1. **Advancing Line of Credit.** National Bank of Commerce (Lender) or its registered assigns, establishes an advancing line of credit to the Village of Superior, Douglas County, Wisconsin (Village), in a principal and interest amount not to exceed $705,000.00. This line of credit is intended to meet the definition of, and function as, interim debt as that term is defined in Wisconsin Administrative Code NR 162 and NR 166.

   a. **Installments of Principal and Interest**. To comply with applicable IRS rules and regulations coupled with applicable Wisconsin Department of Natural Resources rules and regulations, Village shall not make any payment toward principal or interest during the term of this Note. The balance of the line of credit, including principal, interest, and eligible costs shall be due and payable in full no later than October 11, 2026.

   b. **Interest Rate.** The interest rate shall be variable on the following basis:
      i. The interest rate shall be equal to the Wall Street Journal Prime Rate multiplied by 0.666.
      ii. The interest rate shall not be less than 2.664% under any circumstance.
      iii. Accrued interest shall be capitalized towards the maximum loan amount.
      iv. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 3.000%. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

   c. **Accrual Base**. Interest is computed for the actual number of days principal is unpaid on the basis of a 365/360 day year. Interest accrues “to” the due date, not “through” the due date.

d. **Callable.** At any time from the date of Note to Maturity, Lender may call the amount due upon 30-day written notice to the Village. The amount due shall consist of the principal amount advanced (including eligible costs) plus any interest that has accrued or will accrue to the last day of the written 30-day notice.

e. **Eligible Costs.** The Village elects to include the following issuance costs in the line of credit balance:

i. Documentation Fees in the amount of $250.00.
ii. Origination Fees in the amount of $6,940.00.
iii. Legal Fees in the amount of $2,000.00.

2. **Prepayment.** Full or partial prepayment of this note is permitted on any principal or interest payment date without penalty. All prepayments shall be applied first upon the unpaid interest and then applied upon the unpaid principal in inverse order of maturity.

3. **Security.** For the prompt payment of this note with interest and the levying and collection of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

4. **Transferability.** This note is transferable only upon the records of the Village kept for that purpose at the office of the Village Clerk, by the Lender in person or its legal representative duly authorized in writing, upon presentation of a written instrument of transfer satisfactory to the Village Clerk and upon such transfer being similarly noted hereon. The Village may deem and treat the person in whose name the note 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.

5. **Wisconsin Statutes; Authorization.** This note is issued under the terms of and for purposes specified in Section 67.12(12), Wisconsin Statutes; and is authorized by a resolution of the Village Board duly adopted by the Board at its open meeting duly convened on October 10, 2024, which resolution is recorded in the official book of its minutes pertaining to said date.

6. **Internal Revenue Code.** This note has been designated by the Village as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code of 1986, as amended.

7. **Certifications and Recitations of Village.** It is hereby certified and recited that all conditions, things and acts required by the law to exist, to be or to be done prior to and in connection with the issuance of this note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this note, does not exceed any limitation imposed by law, and the Village has levied a direct annual irrepealable tax sufficient to pay this note together with the interest thereon when and as payable.

8. **Default and Enforcement.** Upon the occurrence of any one or more of the following events of default: (a) Village fails to pay any amount when due under this note or under any other

instrument evidencing any indebtedness of Village to Lender, (b) any representation or warranty made under this note or information provided by Village to Lender in connection with this note is or was false or fraudulent in any material respect, (c) a material adverse change occurs in Village's financial condition, (d) Village fails to timely observe or perform any of the covenants or duties in this note, (e) an event of default occurs under any agreement securing this note, or (f) Lender deems itself insecure, then the unpaid balance shall, at the option of Lender, without notice, mature and become immediately payable. The unpaid balance shall automatically mature and become immediately payable in the event Village becomes subject of a bankruptcy or insolvency proceedings. Lender's receipt of any payment on this note after the occurrence of an event of default shall not constitute a waiver of the default of the Lender's rights and remedies upon such default.

9. **Venue.** To the extent not prohibited by law, Village consents that venue for any legal proceeding relating to collection of this note shall be, at Lender's option, the county in which Lender has its principal office in this state, the county in which Village is located or the county in which this note was executed by Village.

10. **Obligations and Agreements of Village.** Village agrees to pay all costs of collection before and after judgment, including reasonable attorneys' fees (including those incurred in successful defense or settlement of any counterclaim brought by Village or incident to any action or proceeding involving Village brought pursuant to the United States Bankruptcy Code) and waive presentment, protest, demand and notice of dishonor. Subject to Section 893.80, Wisconsin Statutes, Village agrees to indemnify and hold harmless Lender, its directors, officers and agents, from and under this note or the activities of Village. This indemnity shall survive payment of this note. Village acknowledges that Lender has not made any representation or warranties with respect to, and the Lender does not assume any responsibility to Village for, the collectability or enforceability of this note or the financial conditions of Village. Village has independently determined the collectability and enforceability of this note. Village authorizes Lender to disclose financial and other information about Village to others.

11. **No Waiver; Rights and Remedies of Lender.** No failure on the part of Lender to exercise, and no delay in exercising, any right, power or remedy under this note shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this note preclude any other or further exercise of the right of the exercise of any other right. The remedies provided in this note are cumulative and not exclusive of any remedies provided by law. Without affecting the liability of Village, Lender may, without notice, accept partial payments, release or impair any collateral security for the payment of this note or agree not to sue any party liable on it. Without affecting the liability of Village, Lender may from time to time, without notice, renew or extend the time for payment subject to the time limits prescribed in Section 67.12(12), Wisconsin Statutes.

12. **Interpretation.** This note is intended by Village and Lender as a final expression of this note and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this note. This note may not be supplemented or modified except on writing. This note benefits Lender, its successors and assigns, and binds Village and its successor and assigns. The validity, construction and enforcement of this note are governed by the internal

laws of Wisconsin. Invalidity or unenforceability of any provision of this note shall not affect the validity or enforceability of any other provisions or this note.

VILLAGE OF SUPERIOR,
DOUGLAS COUNTY, WISCONSIN

_____
By: John H. Wick
Its: President

_____
By: Linnea M. Breezee
Its: Village Clerk/Treasurer

REGISTRATION PROVISIONS

This note shall be registered in registration records kept by the Village Clerk of the Village of Superior, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this note may thereafter be transferred only upon presentation of a written instrument of transfer satisfactory to the Village Clerk duly executed by the Lender or its attorney, such transfer to be made on such records and endorsed hereon.

REGISTRATION

Date of Registration	Name of Lender	Signature of Village Clerk
_____	NATIONAL BANK OF COMMERCE	_____

RESOLUTION # 2024-1010
VILLAGE OF SUPERIOR

Adopted at an Open Meeting held October 10, 2024

WHEREAS, the Village of Superior, Douglas County, Wisconsin ("Village") is presently in need of $705,000.00 for the public purpose of startup costs for the planning and construction of a wastewater treatment facility and outfall relocation.

WHEREAS, the Village Board deems it necessary and in the best interests of the Village that pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, the sum of $705,000.00, be borrowed for such purpose(s) upon the terms and conditions hereinafter set forth.

NOW THEREFORE, BE IT RESOLVED, that for the purpose(s) herein, the Village by its President, and Clerk/Treasurer, pursuant to Section 67.12(12), Wisconsin Statutes borrow from National Bank of Commerce ("Lender"), an amount not to exceed $705,000.00, and to evidence such indebtedness, said President and Clerk/Treasurer shall make, execute and deliver to the Lender for and on behalf of the Village, the Promissory Note and other loan documents as appropriate. The terms and conditions of the Promissory Note shall include but not be limited to the following:

a. **Installments of Principal and Interest**. To comply with applicable IRS rules and regulations coupled with applicable Wisconsin Department of Natural Resources rules and regulations, Village shall not make any payment toward principal or interest during the term of this Note. The balance of the line of credit, including principal, interest, and eligible costs shall be due and payable in full no later than September 30, 2026.

b. **Interest Rate.** The interest rate shall be variable on the following basis:
    i. The interest rate shall be equal to the Wall Street Journal Prime Rate multiplied by 0.666.

ii. The interest rate shall not be less than 2.664% under any circumstance.
iii. Accrued interest shall be capitalized towards the maximum loan amount.

c. **Accrual Base**. Interest is computed for the actual number of days principal is unpaid on the basis of a 365/360 day year. Interest accrues “to” the due date, not “through” the due date.

d. **Callable.** At any time from the date of Note to Maturity, Lender may call the amount due upon 30-day written notice to the Village. The amount due shall consist of the principal amount advanced plus any interest that has accrued or will accrue to the last day of the written 30-day notice.

e. **Eligible Costs.** The Village elects to include the following issuance costs in the line of credit balance:

i. Documentation Fees in the amount of $250.00.
ii. Origination Fees in the amount of $6,940.00.
iii. Legal Fees in the amount of $2,000.00.

BE IT FURTHER RESOLVED, that there be and there hereby is, levied on all the taxable property of the Village of Superior, a direct annual irrepealable tax sufficient in amount to pay the principal and interest on said note as the same becomes due and payable.

If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said note when due, the requisite amount shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

In the event that the Village exercises its prepayment privilege, if any, then no such direct annual tax shall be included on the tax rolls for the prepayments made and the amount of the direct annual tax herein levied shall be reduced accordingly for the year or years with respect to which said note was prepaid.

In each of said levy years, the direct annual tax so levied shall be carried into the tax rolls each year and shall be collected in the same manner

and at the same time as other taxes of the Village for such years are collected; provided, that the amount of the tax carried into the tax roll may be reduced in any year by the amount of any surplus in the debt services account for the note. So long as any part of the principal of, or interest on, said note remains unpaid, the proceeds of said tax shall be segregated in a special fund used solely for the payment of the principal of, and interest on, said note.

BE IT FURTHER RESOLVED, that there be and there hereby is established in the treasury of the Village, if one has not already been established, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts with the debt service fund. Within the debt service funds, there be and there hereby is established a separate and distinct account designated as the "Debt Service Account for Promissory Note dated October 11, 2024, which account shall be used solely for the purpose of paying principal and interest on said note. There shall be deposited in said account any accrued interest paid on said note at the time it is delivered to the Lender, all money raised by taxation, or appropriated pursuant hereto, and such other sums as may be necessary to pay principal and interest on said note when the same shall become due.

BE IT FURTHER RESOLVED, that the proceeds of said note shall be used solely for the purposes for which it is issued, but may be temporarily invested until needed in legal investments, provided that no such investment shall be in such a manner as would cause said note to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or the Regulations of the Commissioner of Internal Revenue thereunder; and an officer of the Village, charged with responsibility for issues the note, shall certify by use of an arbitrage certificate, if required, that, on the basis of the facts, estimates and circumstances in existence on the date of the delivery of the note, it is not expected that the proceeds will be used in a manner that would cause said note to be an "arbitrage bond."

BE IT FURTHER RESOLVED, that the projects financed by the note and their ownership, management and use will not cause the note to be a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and that the Village shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the note.

BE IT FURTHER RESOLVED, that the Village Clerk shall keep records for the registration and for the transfer of the note. The person in whose name the notes shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on the note shall be made only to the registered owner thereof. All such payment shall be valid and effectual to satisfy and discharge the liability upon such note to the extent of the sum or sums so paid. The note may be transferred by the registered owner thereof by presentation of the note at the office of the Village Clerk, duly endorsed for the transfer of accompanied by an assignment duly executed by the registered by the registered owner or his legal representative duly authorized in writing. Upon such presentation, the note shall be transferred by appropriate entry in the registration records and a similar notation, including the date of registration, name of new registered owner and signature of the Village Clerk, shall be made on such note.

BE IT FURTHER RESOLVED, that the note is hereby designated as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code of 1986, as amended, relating to the ability of financial institutions to deduct from income, for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

BE IT FURTHER RESOLVED, that the Village officials are hereby authorized and directed, so long as said note is outstanding, to deliver to the Lender any audit statement or other financial information the Lender may reasonably request and to discuss its affairs and finances with the Lender.

BE IT FURTHER RESOLVED, that said note shall be delivered to the Lender on or after the date of said note, upon receipt of the total principal amount of the loan evidenced thereby, plus accrued interest, if any, to date of delivery, provided that, if this is a refinancing, the refunding note shall be immediately exchanged for the note being refinanced.

***

Adopted this 10th Day of October 2024

John H. Wick, Village President Greg T. Young, Village Trustee

Chad W. Martineau, Village Trustee

Linnea M. Breezee, Village Clerk/Treasurer

CERTIFICATE

STATE OF WISCONSIN)
(ss.
COUNTY OF DOUGLAS)

I, Linnea M. Breezee, Village Clerk of the Village of Superior, Douglas County, Wisconsin (the "Village"), hereby certify that:

1. That I am the duly qualified and acting Clerk of the Village of Superior, Douglas County, Wisconsin and that I was acting as such at all times mentioned in this certificate.

2. That the members of the governing body of the Village are as reflected in its minutes and were duly qualified and acting as such at all times mentioned in this certificate.

3. There is no controversy or litigation pending or threatened affecting the corporate existence of the Village, its boundaries, the right or title to office of any of its officers, or in any manner affecting the due authorization or validity of the borrowings of the Village.

4. That at a duly-convened meeting of the Village Board of the Village of Superior, which is the governing body, held in open session at the Village Hall on October 10, 2024 at which a quorum of the members-elect were present in person, a resolution authorizing the Village to enter into that certain promissory note with the National Bank of Commerce pursuant to Section 67.12(12), Wis. Stats., was duly adopted by the affirmative vote of all of the members.

5. That I have complied with the open meeting requirements under Subchapter V of Chapter 19 of the Wisconsin Statutes, and properly posted and published notice of the same, if and as necessary.

Dated: _____

_____
Linnea M. Breezee, Village Clerk