

AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, December 1, 2015 at 6:30 P.M. in the City Hall
Council Chambers, 30 West Central Street, Chippewa Falls, WI

1. CLERK CALLS THE ROLL
2. APPROVAL OF MINUTES OF PREVIOUS MEETING
 - (a) Approve minutes of the Regular Council Meeting of November 17, 2015.
3. PERSONAL APPEARANCES BY CITIZENS No matter presented by a citizen shall be acted on at the meeting except in emergencies affecting the public health, safety or welfare.
4. PUBLIC HEARINGS - None
5. COMMUNICATIONS - None
6. REPORTS
 - (a) The Board of Public Works Meeting of November 23, 2015 was cancelled due to a lack of agenda items.
7. COUNCIL COMMITTEE REPORTS in the order in which they are named in Section 2.21 of the Municipal Code
 - (a) Consider Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of November 18, 2015.
 - (b) Consider Committee #4 Recycling, Computerization, Buildings & Intergovernmental Services minutes of November 30, 2015. (*minutes to be distributed prior to meeting*)
 - (c) Consider Committee of the Whole minutes of December 1, 2015. (*minutes to be distributed prior to meeting*)
8. APPLICATIONS
 - (a) Consider Operator (Bartender) Licenses as approved by the Police Department. (*Complete list provided prior to Council meeting*).
9. PETITIONS - None
10. MAYOR ANNOUNCES APPOINTMENTS - None
11. MAYOR'S REPORT - None
12. REPORT OF OFFICERS - None
13. ORDINANCES - None
14. RESOLUTIONS
 - (a) Consider **Resolution #2015-53 Entitled:** Resolution Authorizing the Issuance and Sale of up to \$2,278,850 Sewerage System Revenue Bonds, Series 2015, and Providing for Other Details and Covenants with Respect thereto, and Approval of Related \$2,978,850 Financial Assistance Agreement.
 - (b) Consider **Resolution #2015-54 Entitled:** Resolution Authorizing the Execution of the 2016 FTA Supplemental Agreement Between the Cities of Eau Claire and Chippewa Falls.
 - (c) Consider **Resolution #2015-55 Entitled:** A Resolution Authorizing the 2016 General Public Shared Ride Transit Agreement Between the City of Chippewa Falls and Running, Inc.
 - (d) Consider **Resolution #2015-56 Entitled:** Resolution Concerning Completion of Maple Leaf Townhomes Utilities and Infrastructure.
15. OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW
 - (a) Discuss and consider an offer to purchase from Premium Waters for Lot 43 in Riverside Industrial Park.

16. CLAIMS

(a) Consider claims as recommended by the Claims Committee.

17. CLOSED SESSION - None

18. ADJOURNMENT

The Claims Committee will meet at 6:00 PM to review the claims of various boards and departments of the City.

NOTE: REASONABLE ACCOMMODATIONS FOR PARTICIPATION BY INDIVIDUALS WITH DISABILITIES WILL BE MADE UPON REQUEST. FOR ADDITIONAL INFORMATION OR TO REQUEST THIS SERVICE, CONTACT THE CITY CLERK AT 726-2719.

Please note that attachments to this agenda may not be final and are subject to change.

This agenda may be amended as it is reviewed.

CERTIFICATION OF OFFICIAL NEWSPAPER

I, hereby, certify that a copy of this notice has been posted on the bulletin board at City Hall and a copy has been given to the Chippewa Herald on November 25, 2015 at 12:25 pm by BNG.

MINUTES OF THE REGULAR MEETING OF THE COMMON COUNCIL

The regular meeting of the Common Council of the City of Chippewa Falls was held on Tuesday, November 17, 2015 in the City Hall Council Chambers. Mayor Gregory Hoffman called the meeting to order at 6:30 pm. The Pledge of Allegiance was recited.

CLERK CALLS THE ROLL

Council Members present: John Monarski, Rob Kiefer, CW King, Chuck Hull, Paul Olson, Paul Nadreau, and Brent Ford.

Also Present: City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, City Planner/Transit Manager Jayson Smith, Building/Zoning Inspector Paul Lasiewicz, Police Lt. Brian Micolichuk, City Clerk Bridget Givens, and those on the attached sign-in sheet.

APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) Motion by Kiefer/Monarski to approve the minutes of November 3, 2015 Council Meeting. **All present voting aye, motion carried.**

PERSONAL APPEARANCES BY CITIZENS - None

PUBLIC HEARINGS

(a) Dennis Hunt appeared to provide an overview of the described property which will be used as an accounting and tax office. Inspector Lasiewicz indicated the requested zoning is appropriate for the proposed use. Mayor Hoffman opened a Public Hearing regarding the proposed change of districts in the Zoning Ordinance of the City of Chippewa Falls regarding Parcel #4303, Located at 621 W Park Avenue, from R-1C Single Family Residential District to C-4 Highway Commercial District at 6:33 pm. There being no requests to speak, the hearing was closed at 6:33 pm.

COMMUNICATIONS - None

REPORTS

(a) Motion by King/Olson to approve the Board of Public Works meeting minutes of November 9, 2015. **All present voting aye, motion carried.**

(b) Motion by Kiefer/Nadreau to approve the Plan Commission meeting minutes of November 9, 2015. Discussion ensued relative to the request of the Barnabas Coffee House to extend their hours to serve as a warming house for those in need during the winter months. The Plan Commission felt a special use permit was not needed as they are not looking to change the services provided, they just want to extend their hours of operation. It was explained that no one would be allowed to sleep there and no beds or cots would be provided. Concern was expressed relative to monitoring. After discussion, **Motion by King/Olson** to separate out item #2 from the current motion to approve and vote on this item separately. The Council then proceeded to vote on items 1, 3, and 4 of the Plan Commission minutes; **all present voting aye, motion carried.** The Council then returned to vote on separating out item #2. **All present voting aye, except Monarski who voted nay, motion carried.**

Motion by King/Kiefer to table item #2. **Roll Call Vote: Aye – King, Kiefer; Nay – Hull, Olson, Nadreau, Ford, Monarski. Motion failed.**

Motion by Monarski/Kiefer to approve item #2. Concern was expressed relative to liability on the part of the City should patrons sleep there. The Plan Commission minutes reflect that sleeping at the Barnabas Coffee House would not be allowed, nor would the Council approve individuals sleeping there. King called the question with no objection. **Roll Call Vote: Aye – Monarski, Kiefer, Hull, Nadreau; Nay – King, Olson, Ford. Motion carried.**

COUNCIL COMMITTEE REPORTS

(a) Motion by Monarski/Olson to approve the Committee #1 Revenues, Disbursements, Water and Wastewater minutes of November 4, 2015. **All present voting aye, motion carried.**

(b) Motion by Monarski/King to approve the Committee #1 Revenues, Disbursements, Water and Wastewater minutes of November 10, 2015. **Roll Call Vote: Aye – Monarski, King, Hull, Olson, Nadreau, Ford, Kiefer. Motion carried.**

COUNCIL COMMITTEE REPORTS (continued)

(c) **Motion by Monarski/Hull** to approve the Committee #1 Revenues, Disbursements, Water and Wastewater minutes of November 17, 2015. **All present voting aye, motion carried.**

(d) **Motion by Monarski/Ford** to approve the Committee of the Whole minutes of November 3, 2015. **All present voting aye, motion carried.**

(e) The Park Board minutes of November 10, 2015 were presented.

(f) The Library Board minutes of October 14, 2015 were presented.

APPLICATIONS

(a) **Motion by King/Olson** to approve the Operator (Bartender) Licenses as approved by the Police Department. **All present voting aye, motion carried.** Tiffany Johnson, 1523 Bergman Road, appeared to appeal the denial of her Operator (Bartender) License. **Motion by Kiefer/Monarski** to overturn the denial of the Police Department and grant an Operator (Bartender) License to Tiffany Johnson. **Roll Call Vote: Aye – Kiefer, Monarski, King, Hull, Olson, Nadreau, Ford. Motion carried.**

(b) **Motion by King/Olson** to approve the Street Use Permit Application from Brian McAlister of the Indian Head Track Club for the Frigid 8 & Thermal 3 Road Race on December 5, 2015 from 10:00 am – 11:45 am on various City Streets. **All present voting aye, motion carried.**

Motion by King/Kiefer to consider items (c) and (d) in one motion. **All present voting aye, motion carried. Motion by King/Olson** to approve the following:

(c) Application for Temporary Class “B” / “Class B” Beer and Wine Retailer’s License from McDonell Area Catholic Schools for the 8th Annual Mardi Gras to be held on February 13, 2016 at McDonell High School, 1316 Bel Air Blvd.

(d) Application for Class “E” Annual Dance and Live Music License from McDonell Area Catholic Schools for McDonell High School on February 13, 2016.

All present voting aye, motion carried.

PETITIONS - None

MAYOR ANNOUNCES APPOINTMENTS - None

MAYOR’S REPORT - None

REPORT OF OFFICERS - None

ORDINANCES

(a) **Motion by Olson/King** to approve **Ordinance #2015-23 Entitled:** An Ordinance Extending Compulsory Connection to City Sewer and Water Services to Irregular or Illegal Service Connections - §11.05 of the Chippewa Falls Municipal Code. **Roll Call Vote: Aye – Olson, King, Hull, Nadreau, Ford, Monarski, Kiefer. Motion carried.**

(b) **Motion by Olson/King** to approve **Ordinance #2015-24 Entitled:** An Ordinance Adopting the Community Wayfinding Signs Provisions of the Wisconsin Department of Transportation’s Traffic Guidelines Manual - § 7.035 of the Chippewa Falls Municipal Code. **Roll Call Vote: Aye – Olson, King, Hull, Nadreau, Ford, Monarski, Kiefer. Motion carried.**

(c) **Motion by Olson/King** to approve **Ordinance #2015-25 Entitled:** An Ordinance Amending the Zoning Code of the City of Chippewa Falls (regarding Parcel #4303, 621 W Park Avenue). **Roll Call Vote: Aye – Olson, King, Hull, Nadreau, Ford, Monarski, Kiefer. Motion carried.**

RESOLUTIONS

(a) **Motion by Kiefer/King** to approve **Resolution #2015-49 Entitled:** Resolution Granting a Street Privilege Permit for Parcel No. 4732 and Certified Survey Map #4463, Lots 1, 2 and 3 in Unopened Woodridge Drive Right-of-Way in the City of Chippewa Falls Under Chapter 66.0425 Wisconsin Statutes. **Roll Call Vote: Aye – Kiefer, King, Hull, Olson, Nadreau, Ford, Monarski. Motion carried.**

(b) **Motion by King/Kiefer** to approve **Resolution #2015-50 Entitled:** Resolution Approving a Certified Survey Map of Chippewa Manor. **Roll Call Vote: Aye – King, Kiefer, Hull, Olson, Nadreau, Ford, Monarski. Motion carried.**

RESOLUTIONS (continued)

- (c) **Motion by Hull/Ford** to approve **Resolution #2015-51 Entitled:** Resolution to Terminate Coverage with LGPIF and Elect Property Insurance Coverage from the New Municipal Property Insurance Company (MPIC). **Roll Call Vote: Hull, Ford, Monarski, Kiefer, King, Olson, Nadreau. Motion carried.**
- (d) **Motion by Kiefer/Hull** to approve **Resolution #2015-52 Entitled:** Resolution by the City of Chippewa Falls Common Council Requesting Community Development Investment Grant Funds from the Wisconsin Economic Development Corporation. This resolution is part of the grant application requesting financial aid through the Community Development Investment Grant program for the 2 Bay Street redevelopment. **Roll Call Vote: Aye – Kiefer, Hull, Olson, Nadreau, Ford, Monarski, King. Motion carried.**

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

- (a) City Planner Smith indicated that 2 Bay Street was purchased a couple of months ago, and the owners are in the process of a \$700,000 building renovation. Grant funds are being requested from WEDC to help with redevelopment specifically, removing the paint and restoring the brick on the building and constructing public parking on or adjacent to River Street. **Motion by Kiefer/Olson** to approve the agreement with Keith Street, LLC 2 Bay Street Redevelopment Project and authorize the Mayor to execute the agreement contingent upon award of WEDC grant funding. **Roll Call Vote: Aye – Kiefer, Olson, Nadreau, Ford, Monarski, King, Hull. Motion carried.**
- (b) **Motion by King/Ford** to allow Brian Wogernese access to the properties located at 100 N Bridge Street, 11-13 W Spring Street, and 15 W Spring Street prior to closing on the properties. **All present voting aye, motion carried.**

CLAIMS

- (a) **Motion by King/Ford** to approve the claims as recommended by the Claims Committee.

| | |
|---------------------------------|---------------------|
| City General Claims: | \$474,059.76 |
| Authorized/Handwritten Claims: | \$24,970.60 |
| Department of Public Utilities: | \$41,224.76 |
| Total of Claims Presented | <u>\$540,255.12</u> |

Roll Call Vote: Aye – King, Ford, Monarski, Kiefer, Hull, Olson, Nadreau. Motion carried.

CLOSED SESSION - None

ADJOURNMENT

Motion by Olson/Nadreau to adjourn at 7:25 pm. **All present voting aye, motion carried.**

Submitted by:
Bridget Givens, City Clerk

CITY COUNCIL ATTENDANCE SHEET - November 17, 2015

| NAME | ADDRESS |
|-----------------|---------------------------------|
| R F/kin | 1304 Perry St CE |
| Tiffany Johnson | 1523 Beegman Rd CF |
| Dennis Huro | 1360 Waldheim Rd CF |
| Scott Nicastro | Evan Claire |
| Bob Heath | 1407 Loshier Ct, C.F. |
| Jan Heath | 1407 Loffler Ct, O.F. |
| Bill B. Resaca | 18662 78 th Ave C.F. |
| | |
| | |
| | |
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**Minutes
Committee #2
Labor Negotiations, Personnel, Policy & Administration
November 18, 2015**

Committee #2 met on Wednesday, November 18, 2015 at 8:00 AM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: CW King, Chuck Hull, John Monarski
Mayor/Other Council Members present: Council President Rob Kiefer
Others present: Finance Manager/Treasurer Lynne Bauer, Fire Chief Mike Hepfler and Firefighter Union Members Greg Bowe, Dan Loschko, Kyle Schimmel

Call to Order: 8:00 AM

1. **Open Session**

2. **Closed Session**

Motion by Hull/Monarski to go into closed session under WI Statutes 19.85(1)(e) "deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining implications require a closed session" to: a) **Discuss labor negotiation issues and strategy; and b) Negotiations between the City of Chippewa Falls and Chippewa Falls International Association of Firefighters Local 1816;** and to include Committee and Council Members, Finance Manager/Treasurer Lynne Bauer, Fire Chief Mike Hepfler, Fire Union Representatives; and may return to open session.

Roll call vote: Hull - Aye; Monarski – Aye; King - Aye. Motion carried.

The Committee exchanged initial proposals with Firefighters Local 1816 Union Representatives and began negotiations.

Motion by Monarski/Hull to return to open session. **All present voted aye. Motion carried.**

3. **Adjournment**

Motion by Hull/Monarski to adjourn at 9:48 AM. **All present voted aye. Motion carried.**

Minutes submitted by,
CW King, Chair

RESOLUTION NO. 2015-53

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO \$2,278,850 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2015,
AND PROVIDING FOR OTHER DETAILS AND
COVENANTS WITH RESPECT THERETO

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

WHEREAS, pursuant to Resolution No. 96-30 adopted on May 21, 1996 (the "1996 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 1996, dated June 12, 1996 (the "1996 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to Resolution No. 2011-09 adopted on April 19, 2011 (the "2011 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 2011, dated April 27, 2011 (the "2011 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, the 1996 Bonds and the 2011 Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 1996 Resolution and the 2011 Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Clean Water Fund Program Project No. 4536-04 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. S-2015-0301 and dated June 25, 2015 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 sewerage system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

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

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

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

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

- (a) "Act" means Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$2,278,850 Sewerage System Revenue Bonds, Series 2015, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Bond Year" means the twelve-month 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 Sewerage System Debt Service 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 twelve-month period ending on each December 31;
- (i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;
- (j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from sewerage charges imposed by the Municipality, all payments to the Municipality under any wastewater treatment service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees 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 Chippewa Falls, Chippewa County, Wisconsin;
- (m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;
- (n) "1996 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 1996, dated June 12, 1996;
- (o) "1996 Resolution" means Resolution No. 96-30 adopted by the Governing Body on May 21, 1996 authorizing the issuance of the 1996 Bonds;
- (p) "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;
- (q) "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;
- (r) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;
- (s) "System" means the entire sewerage system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment and disposal of domestic and industrial sewerage and waste, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such sewerage system and including all appurtenances, contracts, leases, franchises, and other intangibles;
- (t) "2011 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2011, dated April 27, 2011; and
- (u) "2011 Resolution" means Resolution No. 2011-09 adopted by the Governing Body on April 19, 2011 authorizing the issuance of the 2011 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 \$2,278,850; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Clean Water Fund Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Sewerage System Revenue Bonds, Series 2015" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 1.829% 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 May 1, 2016 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 (except the final maturity) 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 check or draft of the Municipality and 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 created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the

System which were created and established by the 1996 Resolution are hereby continued and shall be used solely for the following respective purposes:

- (a) Sewerage System Revenue Fund (the "Revenue Fund"), into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund, the 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) Sewerage System Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.
- (c) Sewerage System Debt Service Fund (the "Debt Service Fund"), which shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds; the Bonds and Parity Bonds as the same becomes due.
- (d) Sewerage System Depreciation Fund (the "Depreciation Fund"), which shall be used to provide a proper and adequate depreciation account for the System.
- (e) Sewerage System Surplus Fund (the "Surplus Fund"), which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Prior Bonds, the Bonds and Parity Bonds when the Debt Service Fund 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 created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System.

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

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source);
- (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 Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures.

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

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

appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

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

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

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

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

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

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

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

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

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Clean Water Fund Program for the purchase price of up to \$2,278,850 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Sewerage System CWF Project Fund." The Sewerage System CWF 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 Sewerage System CWF 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 interest-bearing 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 time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

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

it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

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

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

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

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

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

Section 19. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding.

Passed: December 1, 2015

Approved: December 1, 2015

Gregory S. Hoffman
Mayor

Attest:

Bridget Givens
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
CHIPPEWA COUNTY
CITY OF CHIPPEWA FALLS

REGISTERED
\$ _____

SEWERAGE SYSTEM REVENUE BOND, SERIES 2015

Final
Maturity Date

Date of
Original Issue

May 1, 2035

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

FOR VALUE RECEIVED the City of Chippewa Falls, Chippewa 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, 2017 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 1.829% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2016.

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, 2017 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 829/1000ths percent (1.829%) 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 (except the final maturity) and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date and 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.

The Bonds shall not be redeemable prior to their maturity, except with the consent of the registered owner.

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

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Sewerage System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted December 1, 2015, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$2,278,850 Sewerage System Revenue Bonds, Series 2015, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues derived from the operation of the Sewerage System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Sewerage System Revenue Bonds, Series 1996, dated June 12, 1996 and Sewerage System Revenue Bonds, Series 2011, dated April 27, 2011, 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 CHIPPEWA FALLS,
WISCONSIN

(SEAL)

By: _____
Gregory S. Hoffman
Mayor

By: _____
Bridget Givens
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

\$2,278,850

CITY OF CHIPPEWA FALLS, WISCONSIN
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2015

| <u>Amount of Disbursement</u> | <u>Date of Disbursement</u> | <u>Series of Bonds</u> | <u>Principal Repaid</u> | <u>Principal Balance</u> |
|-------------------------------|-----------------------------|------------------------|-------------------------|--------------------------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
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| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

COPY

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

| <u>Date</u> | <u>Principal Amount</u> |
|-------------|-----------------------------|
| May 1, 2017 | \$101,386.68 |
| May 1, 2018 | 103,241.05 |
| May 1, 2019 | 105,129.32 |
| May 1, 2020 | 107,052.14 |
| May 1, 2021 | 109,010.12 |
| May 1, 2022 | 111,003.92 |
| May 1, 2023 | 113,034.18 |
| May 1, 2024 | 115,101.58 |
| May 1, 2025 | 117,206.78 |
| May 1, 2026 | 119,350.50 |
| May 1, 2027 | 121,533.42 |
| May 1, 2028 | 123,756.26 |
| May 1, 2029 | 126,019.76 |
| May 1, 2030 | 128,324.67 |
| May 1, 2031 | 130,671.72 |
| May 1, 2032 | 133,061.71 |
| May 1, 2033 | 135,495.41 |
| May 1, 2034 | 137,973.62 |
| May 1, 2035 | 140,497.16 |

COPY

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
PO Box 7921
Madison, Wisconsin 53707-7921
(608) 266-7555

Financial Assistance Agreement
Clean Water Fund Program
Form 8700-214A rev 01/15

STATE OF WISCONSIN CLEAN WATER FUND PROGRAM
FINANCIAL ASSISTANCE AGREEMENT WITH PRINCIPAL FORGIVENESS

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF CHIPPEWA FALLS

\$2,978,850 With \$700,000 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of December 23, 2015

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Clean Water Fund Program. This agreement is awarded pursuant to ss. 281.58 and 281.59, Wis. Stats. The purpose of this agreement is to award financial assistance from the Clean Water Fund Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality and an authorized officer of the State of Wisconsin Department of Natural Resources and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Clean Water Fund Program.

Municipal Identification No. 09211
Clean Water Fund Program Project No. 4536-04

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WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated December 23, 2015, between the STATE OF WISCONSIN Clean Water Fund Program (the "CWFP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.58 and 281.59, Wis. Stats., as amended (the "Act"), and the City of Chippewa Falls, a municipality within the meaning of the Act, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Water Quality Act of 1987 (the "Water Quality Act"), requires each state to establish a water pollution control revolving fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by Title VI of the Water Quality Act; and

WHEREAS, the State of Wisconsin has, pursuant to ss. 281.58 and 281.59, Wis. Stats., established the CWFP to be used in part for purposes of the Water Quality Act; and

WHEREAS, the State of Wisconsin has, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the CWFP; and

WHEREAS, DNR and DOA have the joint responsibility to provide CWFP financial assistance to municipalities for the construction of eligible wastewater pollution abatement projects, all as set forth in the Act; and

WHEREAS, the Municipality has submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), DNR has approved the Application and determined the Application meets the criteria for Project eligibility based on water quality and public health requirements established in applicable state statutes and regulations; and

WHEREAS, DNR has determined that the Municipality and the Project are eligible for financial assistance pursuant to s. 281.58(7)(b), Wis. Stats.; and

WHEREAS, DOA has determined the CWFP will provide financial assistance to the Municipality by making a loan (the "Loan") under s. 281.59(9), Wis. Stats., for the purposes of that subsection, and providing Principal Forgiveness; and

WHEREAS, the Municipality has pledged the security, if any, required by DOA, and the Municipality has demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the CWFP that it has created a dedicated source of revenue, which may constitute taxes levied by the Municipality for repayment of the Municipal Obligations; and

WHEREAS, approval of facility plans or engineering reports and Plans and Specifications for the Project has been obtained by the Municipality from DNR subject to the provisions of applicable State environmental standards set forth in law, rules, and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the CWFP and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means ss. 281.58 and 281.59, Wis. Stats., as amended.

"Application" means the written application of the Municipality dated September 28, 2015, for financial assistance under the Act.

"Bonds" means bonds or notes issued by the State pursuant to the General Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Business Day" means any day on which State offices are open to conduct business.

"Clean Water Act" means the federal Clean Water Act, 33 U.S.C. §§1250 et seq., as amended.

"CWFP" means State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by Title VI of the Water Quality Act.

"FAA" means this Financial Assistance Agreement.

"Fees and Charges" means the costs and expenses of DNR and DOA in administering the CWFP.

"Final Completion" means the Project construction is complete, DNR or agents thereof have certified that the Project was constructed according to DNR approved Plans and Specifications and that the facilities are operating according to design, and DNR has completed all necessary Project closeout procedures.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which part of the Loan principal will be forgiven.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the CWFP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

"General Resolution" means the Clean Water Revenue Bond General Resolution adopted by the State of Wisconsin Building Commission, as such may from time to time be amended or supplemented by Series Resolutions or Supplemental Resolutions in accordance with the terms and provisions of the General Resolution.

"Loan" means the loan or loans made by the CWFP to the Municipality of which a portion of the principal will be forgiven pursuant to this FAA.

"Loan Disbursement Table" means the table, the form of which is included as Exhibit C hereto, with columns for inserting the following information for the portion of the Loan which is to be repaid with interest:

- (a) amount of each disbursement,
- (b) date of each disbursement,
- (c) the series of Bonds from which each disbursement is made,
- (d) principal amounts repaid, and
- (e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

- (a) the FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and the FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the CWFP;
- (c) each of the FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein;
- (e) interest on the Municipal Obligations is not included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings and judicial decisions;
- (f) the Municipal Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code and the arbitrage regulations; and
- (g) the Municipal Obligations are not "private activity bonds" as defined in Section 141(a) of the Code.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the CWFP, a specimen copy of which is included in the Municipal Obligations transcript in exchange for the portion of the Loan which is not subject to Principal Forgiveness.

"Municipality" means City of Chippewa Falls, a "municipality" within the meaning of the Act, duly organized and existing under the laws of the State, and any successor entity.

"Parallel Cost Percentage" means the proportion of Project Costs eligible for below-market-rate financing relative to the total Project Cost eligible for CWFP financing.

"Parity Obligations" means the Municipality's \$5,335,107 Sewerage System Revenue Bonds, Series 1996, dated June 12, 1996, its \$3,389,318 Sewerage System Revenue Bonds, Series 2011, dated April 27, 2011, and any other obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

"Plans and Specifications" means the Project design plans and specifications assigned No. S-2015-0301, approved by DNR on June 25, 2015, as the same may be amended or modified from time to time in accordance with this FAA.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of Loan principal amount pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required per the Act, Regulations or this FAA. The amount of principal forgiveness available for this Project as of the date of this FAA is \$700,000.

"Progress payments" means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered, specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

"Project" means the project assigned CWFP Project No. 4536-04 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the CWFP under the Act, which are allowable costs under the Regulations, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means chs. NR 150 and NR 162, Wis. Adm. Code, the regulations of DNR, and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Act, as such may be adopted or amended from time to time.

"Series Resolution" or "Supplemental Resolution" shall have the meaning set forth in the General Resolution.

"Servicing Fee" means any servicing fee that may be imposed by DNR and DOA pursuant to s. 281.58(9)(d), Wis. Stats., which shall cover the estimated costs of reviewing and acting upon the Application and servicing this FAA, and which the Municipality is obligated to pay as set forth in Section 3.04 hereof.

"Sewer Use Ordinance" means the ordinance, or other legislative enactments meeting the requirements of the Regulations, that is enacted and enforced in each jurisdiction served by the Project.

"Sewerage System" means the entire sewerage system of the Municipality, specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment and disposal of domestic and industrial sewerage and waste.

"State" means the State of Wisconsin.

"Substantial Completion" means the point in time when Project construction has been completed and the treatment process operation has been initiated or is capable of being put into operation, or for collection system or storm water projects or portions of projects that provided little or no treatment, it means the point in time when wastewater or storm water conveyance has been initiated or is capable of being initiated.

"Trustee" means the trustee appointed by the State pursuant to the General Resolution and any successor trustee.

"User Charge System" means a system of charges meeting the requirements of s. NR 162.08, Wis. Adm. Code.

"User Fees" means fees charged or to be charged to users of the Project or the Sewerage System of which the Project is a part pursuant to a User Charge System or otherwise.

"Water Quality Act" means the federal Water Quality Act of 1987, as amended.

"WPDES Permit" means a Wisconsin Pollutant Discharge Elimination System permit issued under ch. 283, Wis. Stats.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA nor shall they affect its meaning, construction or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this FAA refer to the FAA in its entirety and not the particular article or section of this FAA in which they appear, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II
REPRESENTATIONS

Section 2.01. Representations of the CWFP The CWFP represents and warrants as follows:

- (a) The State is authorized to issue the Bonds in accordance with the Act and the General Resolution and to use the proceeds thereof to provide funds for the Financial Assistance provided to the Municipality to undertake and complete the Project.
- (b) The CWFP has complied with the provisions of the Act and has full power and authority to execute and deliver this FAA and to consummate the transactions contemplated hereby and perform its obligations hereunder.
- (c) The CWFP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Pursuant to ss. 281.58 and 281.59, Wis. Stats., the CWFP is authorized to execute and deliver the FAA and to take actions and make determinations that are required of the CWFP under the terms and conditions of the FAA.
- (e) The execution and delivery by the CWFP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party or by which it is bound, or to the best of the CWFP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the CWFP, and all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (f) There is no action, suit, proceeding, or investigation at law or in equity before or by any court, public board or body pending or, to the knowledge of the CWFP, threatened against or affecting the CWFP, or to the knowledge of the CWFP, any basis therefore, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

Section 2.02. Representations of the Municipality The Municipality represents, covenants, and warrants as follows:

- (a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Act, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:
 - (1) conduct its business and own its properties,
 - (2) enter into this FAA,
 - (3) adopt the Municipal Obligation Resolution,
 - (4) issue and deliver the Municipal Obligations to the CWFP as provided herein, and
 - (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.
- (b) The Municipality's Project is a project that is necessary to prevent the applicant from significantly exceeding an effluent limitation contained in its WPDES Permit (compliance maintenance).
- (c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$2,278,850, and has authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or, to the knowledge of the Municipality, threatened against or affecting the Municipality, or to the knowledge of the Municipality any basis therefore:

(1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;

(3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of, or default under, any applicable law or administrative regulation of the State or of the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly issued, legally binding special obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Financial Assistance and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority and all necessary permits, licenses, and approvals (other than such permits, licenses, easements, or approvals which are not, by their nature, obtainable prior to Substantial Completion of the Project) required as of the date hereof to own the Project, to carry on its activities relating thereto, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) Each of the facilities constituting a part of the Project is eligible for financing from the CWFP and the estimated cost of the Project is equal to or in excess of the principal amount of the Municipal Obligations. The Project has satisfied the requirements of the State Environmental Review Procedures (SERP) contained in the Regulations. The Project is an eligible project under s. 281.58(7), Wis. Stats. Portions of the Project that are ineligible for financing from the CWFP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be and continue to be an eligible Project under the Act during the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the CWFP under the Act. All proceeds of any borrowing of the Municipality that have been spent and are being refinanced with the proceeds of the Financial Assistance made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Financial Assistance shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof.

(o) The Municipality does not intend to lease the Project or enter into a long-term contract for operation of the Project except as set forth in Exhibit D.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the General Resolution, as the same is in force from time to time.

(q) The Municipality has not taken and shall not take any action, and presently knows of no action, that any other person, firm, or corporation has taken or intends to take, that would cause interest on the Municipal Obligations to be includable in the gross income of the owners of the Municipal Obligations for federal income tax purposes. The representations, certifications, and statements of reasonable expectation made by the Municipality as referenced in the Municipal Obligation Counsel Opinion and No Arbitrage Certificate are hereby incorporated by this reference as though fully set forth herein.

(r) Other than (1) "preliminary expenditures" as defined in the Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the Municipal Obligations, or (2) a "de minimis" amount as defined in the Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding the lesser of \$100,000 or 5% of the principal amount of the Municipal Obligations, all of the proceeds of the Bonds loaned to the Municipality (other than refunding proceeds, if any) shall be used for Project Costs paid by the Municipality subsequent to a date which is 60 days prior to the date on which the Municipality adopted a reimbursement resolution pursuant to Treas. Regs. 26 CFR 1.150-2 stating its intent to reimburse other funds of the Municipality used to finance the Project, or subsequent to the issuance date of the Municipal Obligations.

(s) The Municipality represents that it has satisfied all the applicable requirements in s. 281.58, Wis. Stats., and ch. NR 162, Wis. Adm. Code.

(t) The Municipality has adopted a rate, charge, or assessment schedule that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance with all conditions, requirements and terms of financial assistance previously awarded through the federal construction grants program and the Wisconsin Fund construction grants program, and the CWFP.

(v) The Municipality has met all terms and conditions contained within, and has received DNR approval for the Municipality's Plans and Specifications for the Project described in the definitions hereof.

(w) The Municipality represents that it has submitted to DNR a bid tabulation for the Project, with a recommendation to DNR for review and concurrence. The expected or actual Substantial Completion date of the Project is June 10, 2016.

(x) The Municipality acknowledges that s. 281.59(11)(b), Wis. Stats., and the General Resolution provide that if the Municipality fails to repay the Loan when due, the State shall recover amounts due the CWFP by deducting those amounts from any State payments due the Municipality.

This means that the following State payments would have been subject to this deduction:

| | Transportation | State-shared | Total |
|------|----------------|----------------|----------------|
| 2013 | \$632,477.15 | \$3,168,400.20 | \$3,800,877.35 |
| 2014 | \$630,115.97 | \$3,171,705.47 | \$3,801,821.44 |

The amount of State payments anticipated for this year, among others, and as changed or modified from time to time, that are subject to this deduction are:

| | | | |
|------|--------------|----------------|----------------|
| 2015 | \$641,757.94 | \$3,170,752.41 | \$3,812,510.35 |
|------|--------------|----------------|----------------|

These are not the entire amounts of State aid distributed to the Municipality. Other State aid is subject to intercept on failure of the Municipality to make full Loan payments due the CWFP.

The Municipality acknowledges that s. 70.60, Wis. Stats., and the General Resolution, provide that if the Municipality fails to repay the Loan when due, the State shall recover amounts due the CWFP by adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Municipality's Sewerage System or, in the case of a joint utility system, to bill the users of the Municipality's Sewerage System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of Municipality or the Project since the submission date of the Application.

(bb) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$2,978,850 with Principal Forgiveness of \$700,000 for payment of Project Costs.

ARTICLE III
LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the CWFP hereby agrees to make the Loan, and the Municipality agrees to accept the Loan. As evidence of the portion of the Loan made to the Municipality remaining subsequent to the Principal Forgiveness, the Municipality hereby agrees to sell to the CWFP Municipal Obligations in the aggregate principal amount of \$2,278,850. The CWFP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the CWFP or by the Trustee for the account of the CWFP. Earnings on undisbursed Loan proceeds shall be for the account of the CWFP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.06 hereof.

(c) The Loan shall bear interest at the rate of one and 829/1000ths percent (1.829%) per annum, and interest shall accrue and be payable only on Loan principal amounts actually disbursed on the Municipal Obligations, from the date of disbursement until the date such amounts are repaid or forgiven. A description of how the interest rate was determined is included in the Project Manager Summary Page (Exhibit F).

(d) Disbursements of Financial Assistance shall generally first be made in the form of a Loan disbursement on the Municipal Obligations which must be at least 5% of the Municipal Obligation amount or \$50,000, whichever is less, second in the form of Loan disbursements subject to Principal Forgiveness up to \$700,000 and third in the form of Loan disbursements on the Municipal Obligations. Principal Forgiveness will be applied at the time of Loan disbursement.

(e) The Municipal Obligations shall include the Loan Disbursement Table (Exhibit C). The actual dates of disbursements shall be reflected as part of the Municipal Obligations. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the CWFP and the Municipality agree that such entries shall be mutually binding.

(f) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Municipal Obligations.

(g) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the CWFP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Municipal Obligations Amortization Principal and interest payments on the Municipal Obligations shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Municipal Obligations is disbursed and that the full amount of Principal Forgiveness available is applied to the Loan on December 23, 2015. It is understood that the actual amount of the Municipality's Municipal Obligations payments shall be based on the actual date and amount of disbursements on the Municipal Obligations. Notwithstanding the foregoing or anything in the Municipal Obligations, the Municipal Obligations shall be for no longer than twenty (20) years from the date of this FAA, and shall mature and be fully amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Municipal Obligations shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.03. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements on the Municipal Obligations shall be a revenue obligation evidenced by issuance of

revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Municipality's Sewerage System, and the Municipality shall agree that if revenues from the Sewerage System are insufficient to meet annual debt service requirements, the Municipality shall purchase sewerage services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations and any other debt obligations payable from the revenues of the Sewerage System then outstanding, times the greater of (i) 110 percent or (ii) the highest debt service coverage ratio required with respect to any Parity Obligations or any other debt obligations payable from the revenues of the Sewerage System then outstanding. As of the date of this FAA, the required debt service coverage ratio is 110 percent; however, this percentage is subject to change as outlined in the prior sentence. The Municipal Obligations are also secured as provided in Section 3.08 hereof.

Section 3.04. Other Amounts Payable The Municipality hereby expressly agrees to pay to the CWFP:

(a) such Servicing Fee as the CWFP may impose pursuant to s. 281.58(9)(d), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule, and amount; and

(b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

Amounts paid by the Municipality pursuant to this Section 3.04 shall be deposited in the Expense Fund established pursuant to the General Resolution.

Section 3.05. Sale and Redemption of Municipal Obligations

(a) Municipal Obligations may not be prepaid without the prior written consent of the CWFP. The CWFP has sole discretion to withhold such consent.

(b) The Municipality shall pay all costs and expenses of the CWFP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the CWFP and any investment losses incurred or sustained by the CWFP resulting directly or indirectly from any such prepayment.

(c) Subject to subsection (a), the Municipality may prepay the Municipal Obligations with any settlements received from any third party relating to the design or construction of the Project.

(d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

Section 3.06. Disbursement of Financial Assistance

- (a) Under this FAA, Financial Assistance shall be drawn in the order specified in Section 3.01(d) of this document.
- (b) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement is requested have been incurred by the Municipality.
- (c) The CWFP, through its agents or Trustee, plans to make disbursements of Financial Assistance on a semimonthly basis, upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.
- (d) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.
- (1) If the Financial Assistance is not yet fully disbursed, and CWFP funds were previously disbursed for non-eligible CWFP funded Project Costs, the CWFP shall make necessary adjustments to future disbursements.
 - (2) If the Financial Assistance is fully disbursed, including disbursements for any non-eligible CWFP funded Project Costs, the Municipality agrees to repay to the CWFP an amount equal to the non-eligible CWFP funded Project Costs within 60 days of notification by DNR or DOA. The CWFP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance available to apply the recovery to).
- (e) The CWFP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.
- (f) Disbursement beyond ninety-five percent (95%) of the Financial Assistance, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:
- (1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, DNR has approved all change orders relating to the Project, and DNR has determined that the Project is in compliance with the Municipality's WPDES Permit;
 - (2) the Municipality certifies to DNR its acceptance of the Project from its contractors;
 - (3) the Municipality certifies in writing to DNR its compliance with the Davis-Bacon wage rate, Use of American Iron and Steel requirements, and a Fiscal Sustainability Plan. Certification must be as prescribed on Exhibit G; and
 - (4) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.
- (g) The following IRS Regulation applies to project expenditures. IRS Regulation 1.148-6(d)(1)(iii), which states, in part, "An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service".

(h) The Municipality has elected to pay a portion of eligible Project Costs from sources other than the Net CWFP Loan instead of including this portion at the market rate. The first disbursement will be made in the form of a Loan disbursement on the Municipal Obligations which must be at least 5% of the Municipal Obligation amount or \$50,000, whichever is less. The Municipality shall submit invoices to DNR for all Project Costs it pays with other funding sources in order to document that it has contributed the full \$357,462 amount to the Project.

Section 3.07. Remedies

(a) If the Municipality:

- (1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or
- (2) is not complying with or is in violation of any provision set forth in this FAA; or
- (3) is not in compliance with the Act or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

- (i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the CWFP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the CWFP under this FAA. DOA may collect all amounts due the CWFP by deducting those amounts from any State payments due the Municipality, or add a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.
- (2) Pursuant to s. NR 162.18(1), Wis. Adm. Code, DNR may: declare the unpaid Loan balance due and immediately payable; increase the interest rate on the unpaid balance of the Loan to the market interest rate in effect on the date the FAA was executed; or immediately terminate the FAA and disburse no additional funds, if the Loan has not been fully disbursed.
- (3) The CWFP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the CWFP's benefit of the Project and the Municipality's Sewerage System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.

(4) In the case of a joint utility system, the CWFP may bill the users of the Municipality's system directly.

(5) The CWFP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.08. Security for the Municipal Obligations In accordance with the terms of the Municipal Obligation Resolution:

(a) as security for the Municipal Obligations, the Municipality hereby pledges the revenue to be derived from the Municipality's Sewerage System (which is a dedicated source of revenue); and

(b) other than as already pledged to the outstanding Parity Obligations, the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's User Charge System or other revenues pledged under Section 3.08(a), above, to any person other than the CWFP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality.

Section 3.09. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance The Municipality agrees to maintain property and liability insurance for the Sewerage System and Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of this FAA. The Municipality agrees to provide written evidence of insurance coverage to the CWFP upon request at any time during the term of this FAA.

In the event that the Sewerage System or Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Financial Assistance or to repair or replace the Sewerage System.

Section 4.02. Construction of the Project The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application and the Plans and Specifications. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of Plans and Specifications that alter the cost of the Project, use of space, scope, or functional layout, as may be previously approved by DNR.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under all construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed, the acquisition and construction of the Project, and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. The Municipality shall cause to be prepared as-built plans for the Project at or prior to completion thereof.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project in accordance with the Plans and Specifications, the Municipality shall:

- (1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;
- (2) complete and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;
- (3) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit G of this FAA;

- (4) obtain all required permits and authorizations from appropriate authorities, if required, for operation and use of the Project; and
- (5) submit to DNR an Operation and Maintenance Manual Certification Checklist.

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Financial Assistance amount, the CWFP may allocate additional financial assistance to a Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Act and Regulations. The allocation of additional financial assistance shall depend upon availability of funds and present value subsidy, pursuant to the Act and the Regulations.

(b) In the event that this Financial Assistance is not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Financial Assistance and shall not be entitled to any reimbursement therefore from the CWFP, or the owners of any bonds, except from the proceeds of additional financing which may be provided by the CWFP pursuant to an amendment of this FAA or through a separate FAA.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the CWFP, DOA, DNR nor the Trustee makes any warranty, either express or implied, as to the Project or its condition or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, Plans and Specifications, or other documents, or the inspection of Project construction by DNR does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

ARTICLE V
COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely for Project Costs.

Section 5.02. Operation and Maintenance; Equipment Replacement Fund

(a) After completion of the Project, the Municipality shall:

(1) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;

(2) maintain, preserve, and keep the Project or cause the Project to be maintained, preserved, and kept, in good repair, working order, and condition; and

(3) periodically make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the requirements of the WPDES Permit. The Municipality shall not, without the approval of DNR, discontinue operation of or sell or otherwise dispose of the Sewerage System, except for portions of the Sewerage System sold or otherwise disposed of in the course of ordinary repair and replacement of parts so long as this FAA is outstanding.

(b) The Municipality shall establish an equipment replacement fund according to s. NR 162.08, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. All User Fees or other revenues specifically collected for the equipment replacement fund shall be deposited into the equipment replacement fund and used for replacement and major repair of equipment necessary for the operation of the Sewerage System. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement itemized schedule developed by the Municipality or the percentage schedule option. The Project Manager Summary Page (Exhibit F) shall specify the required annual deposit or required minimum balance/percentage.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Sewerage System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, approvals, and this FAA, including without limitation, the Act, the Regulations and the WPDES Permit.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Project and the Sewerage System of which it is a part.

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets, and directions issued by the CWFP. Without any request, the Municipality shall furnish to DOA, as soon as available and in any event within one hundred twenty (120) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by such independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all CWFP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance, and shall produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them or their authorized representatives, and shall permit extracts and copies of the Project records to be made by them or their authorized representatives, and shall fulfill information requests by them or their authorized representatives.

Section 5.06. Records The Municipality shall retain all files, books, documents and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect. As-built plans for the Project shall be retained for the useful life of the Project.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project and related records at all reasonable times, include provisions in all contracts permitting such access during construction and operation of the Sewerage System, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection The Municipality shall provide competent and adequate inspection of all Project construction, under the direction of a professional engineer licensed by the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with the Plans and Specifications. Any such work not in accordance with the Plans and Specifications shall be remedied, unless such noncompliance is waived by DNR.

Section 5.09. Tax Covenants

(a) The Municipality covenants and agrees that it shall not take any action or omit to take any action, which action or omission would result in the loss of the exclusion of the interest on any Municipal Obligations now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code or any successor provision.

(b) The Municipality shall not take any action or omit to take any action, which action or omission would cause its Municipal Obligations to be "private activity bonds" within the meaning of Section 141(a) of the Code or any successor provision.

(c) The Municipality shall not directly or indirectly use or permit the use of any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds or take any action or omit to take any action, which use or action or omission would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code or any successor provision. The Municipality hereby further covenants to ensure that all amounts actually received by such Municipality from the CWFP are advanced to the entity submitting the invoice (or to reimburse the Municipality) to which each amount relates within three business days and that all amounts actually received by such Municipality from the CWFP shall not be invested in any interest-bearing account.

(d) The Municipality shall not use (directly or indirectly) the proceeds of the Bonds in any manner that would constitute an "advance refunding" within the meaning of Section 149(d)(5) of the Code or any successor provision.

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws and the Act and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA, and to pay all amounts due under this FAA and the Municipal Obligations.

(b) The Municipality covenants that it shall adopt and shall adequately maintain for the design life of the Project a system of User Fees with respect to the Project in accordance with s. NR 162.08, Wis. Adm. Code. The Municipality covenants that it shall review the User Charge System at least every two years and shall revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of any material damage to or destruction of the Project or any part thereof, or actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Sewerage System, any action, suit or proceeding at law or in equity or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project or operate the Sewerage System or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless and defend DNR, DOA and all their officers, employees, and agents, against any and all liability, claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, acts, or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate into all Project contracts which have yet to be executed the following provision: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Municipal Obligations. The Municipality shall have sufficient funds available when construction of the Project is completed to ensure effective operation and maintenance of the Project for purposes constructed.

Section 5.16. Management The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms with the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any payment of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice of overpayment.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees will be added as a special charge to the property tax bill of the user.

Section 5.19. Sewer Use Ordinance The Municipality shall comply with the provisions of the Sewer Use Ordinance, as certified in the Application. The Municipality covenants that it shall comply with and enforce all provisions of the Sewer Use Ordinance, as established pursuant to the Act and Regulations.

Section 5.20. Rebates The Municipality agrees to pay to the CWFP any refunds, rebates, credits, or other amounts received for Project Costs that have already been funded by the CWFP. The CWFP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance for the Project).

Section 5.21. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

- (1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;
- (2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Act;
- (3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the CWFP deems reasonably necessary to protect its environmental and credit interests; and
- (4) the CWFP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the CWFP.

Section 5.22. Federal Single Audit To the extent applicable, the Municipality shall comply with the audit requirements of OMB Circular A-133. The Municipality covenants that if it receives \$500,000 or more of Financial Assistance in a given calendar year, which originated from any federal funds, the Municipality shall commission an audit made in accordance with OMB Circular A-133, or in accordance with the federal laws and regulations governing the CWFP. The Federal Catalogue of Domestic Assistance number is 66.458 for wastewater project disbursements funded with federal money.

Section 5.23. Wage Rate Requirements The Municipality represents that it shall comply with Section 513 of the Federal Water Pollution Control Act (33 USC 1372), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under this Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.24. Federal Project The Municipality covenants that the Project shall comply with the Federal requirements applicable to activities supported with federal funds, a list of which is included as Exhibit H to this FAA.

Section 5.25. Use of American Iron and Steel The Municipality agrees to comply with the requirements for Use of American Iron and Steel contained in H.R 3547 for products used in the Project which are made primarily of iron and steel.

Section 5.26. Fiscal Sustainability Plan The Municipality shall complete all the required components of a Fiscal Sustainability Plan prior to project closeout and will maintain the plan at least for the life of the loan.

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) Department of Administration
Office of Capital Finance
Clean Water Fund Program
101 East Wilson Street, 10th Floor
Madison, WI 53702-0004
Or
PO Box 7864
Madison, WI 53707-7864
- (b) Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
Madison, WI 53702-0005
Or
PO Box 7921
Madison, WI 53707-7921
- (c) U.S. Bank Corp Trust
Jina Terry EP-MN-WS3T
60 Livingston Avenue
St. Paul, MN 55101-2292
- (d) City of Chippewa Falls
30 West Central Street
Chippewa Falls, WI 54729

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the CWFP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements, and Modifications This FAA may be amended, supplemented, or modified to provide for additional Financial Assistance for the Project by the CWFP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the CWFP, by DNR and DOA acting under authority of the Act, and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Act.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and agreements of the Municipality herein contained are hereby declared to be for the benefit of and are enforceable by the CWFP, its Trustee, or its authorized agent.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring, conveying, providing Principal Forgiveness, assigning, and confirming the rights, security interests, and agreements concerning Principal Forgiveness or intended to be Principal Forgiveness provided by this FAA and relating to the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with General Resolution The Municipality covenants and agrees that it shall comply with the provisions of the General Resolution with respect to the Municipality and that the Trustee and the owners of the Bonds shall have the power and authority provided in the General Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the General Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

- (a) The CWFP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.
- (b) If the Municipality wishes to terminate all or any part of the Project work unilaterally for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the CWFP determines that there is a reasonable basis for the requested termination, the CWFP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the CWFP determines that the Municipality has ceased work on the Project without reasonable basis, the CWFP may unilaterally terminate Financial Assistance or rescind this FAA.

Section 6.12. Rescission The CWFP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the CWF and the Municipality have caused this FAA to be executed and delivered, as of the date and year first above written.

CITY OF CHIPPEWA FALLS

By: _____
Gregory Hoffman
Mayor

Attest: _____
Bridget Givens
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A

PROJECT BUDGET SHEET SUMMARY

CITY OF CHIPPEWA FALLS
CWFP Project No. 4536-04

| | Total Project Costs | CWF Eligible Costs | CWF Fundable Amount for this Project | Principal Forgiveness Amount | Net CWF Loan Amount |
|-----------------------------------|---------------------------|--------------------------|---|------------------------------------|---------------------------|
| Force Account | \$0 | \$0 | \$0 | \$0 | \$0 |
| Interim Financing | \$0 | \$0 | \$0 | \$0 | \$0 |
| Engineering Report Preparation | \$0 | \$0 | \$0 | \$0 | \$0 |
| Plans/Specs Preparation | \$175,000 | \$175,000 | \$175,000 | \$175,000 | \$0 |
| Land or Easement Acquisition | \$0 | \$0 | \$0 | \$0 | \$0 |
| Engineering/Construction Mgmt. | \$198,000 | \$198,000 | \$198,000 | \$0 | \$198,000 |
| Construction | \$2,467,000 | \$2,467,000 | \$2,467,000 | \$525,000 | \$1,942,000 |
| Contingency | \$123,350 | \$123,350 | \$123,350 | \$0 | \$123,350 |
| Miscellaneous Costs | \$5,000 | \$5,000 | \$5,000 | \$0 | \$5,000 |
| CWF Closing Costs | \$10,500 | \$10,500 | \$10,500 | \$0 | \$10,500 |
| TOTAL | \$2,978,850 | \$2,978,850 | \$2,978,850 | \$700,000 | \$2,278,850 |

Chippewa Falls City of, Wisconsin
Project # 4536-04 Clean Water Fund Program
Loan Closing Date:

Exhibit B-1

December 23, 2015

| <u>Payment Date</u> | <u>Principal Payment</u> | <u>Interest Rate</u> | <u>Interest Payment</u> | <u>Principal & Interest</u> | <u>Bond Year Debt Service</u> | <u>Calendar Year Debt Service</u> |
|---------------------|--------------------------|----------------------|--------------------------|---------------------------------|-------------------------------|-----------------------------------|
| 1-May-16 | | 1.829% | 14,819.61 | 14,819.61 | 14,819.61 | |
| 1-Nov-16 | | 1.829% | 20,840.08 | 20,840.08 | | 35,659.69 |
| 1-May-17 | 101,386.68 | 1.829% | 20,840.08 | 122,226.76 | 143,066.84 | |
| 1-Nov-17 | | 1.829% | 19,912.90 | 19,912.90 | | 142,139.66 |
| 1-May-18 | 103,241.05 | 1.829% | 19,912.90 | 123,153.95 | 143,066.85 | |
| 1-Nov-18 | | 1.829% | 18,968.76 | 18,968.76 | | 142,122.71 |
| 1-May-19 | 105,129.32 | 1.829% | 18,968.76 | 124,098.08 | 143,066.84 | |
| 1-Nov-19 | | 1.829% | 18,007.36 | 18,007.36 | | 142,105.44 |
| 1-May-20 | 107,052.14 | 1.829% | 18,007.36 | 125,059.50 | 143,066.86 | |
| 1-Nov-20 | | 1.829% | 17,028.36 | 17,028.36 | | 142,087.86 |
| 1-May-21 | 109,010.12 | 1.829% | 17,028.36 | 126,038.48 | 143,066.84 | |
| 1-Nov-21 | | 1.829% | 16,031.47 | 16,031.47 | | 142,069.95 |
| 1-May-22 | 111,003.92 | 1.829% | 16,031.47 | 127,035.39 | 143,066.86 | |
| 1-Nov-22 | | 1.829% | 15,016.33 | 15,016.33 | | 142,051.72 |
| 1-May-23 | 113,034.18 | 1.829% | 15,016.33 | 128,050.51 | 143,066.84 | |
| 1-Nov-23 | | 1.829% | 13,982.64 | 13,982.64 | | 142,033.15 |
| 1-May-24 | 115,101.58 | 1.829% | 13,982.64 | 129,084.22 | 143,066.86 | |
| 1-Nov-24 | | 1.829% | 12,930.03 | 12,930.03 | | 142,014.25 |
| 1-May-25 | 117,206.78 | 1.829% | 12,930.03 | 130,136.81 | 143,066.84 | |
| 1-Nov-25 | | 1.829% | 11,858.18 | 11,858.18 | | 141,994.99 |
| 1-May-26 | 119,350.50 | 1.829% | 11,858.18 | 131,208.68 | 143,066.86 | |
| 1-Nov-26 | | 1.829% | 10,766.72 | 10,766.72 | | 141,975.40 |
| 1-May-27 | 121,533.42 | 1.829% | 10,766.72 | 132,300.14 | 143,066.86 | |
| 1-Nov-27 | | 1.829% | 9,655.29 | 9,655.29 | | 141,955.43 |
| 1-May-28 | 123,756.26 | 1.829% | 9,655.29 | 133,411.55 | 143,066.84 | |
| 1-Nov-28 | | 1.829% | 8,523.54 | 8,523.54 | | 141,935.09 |
| 1-May-29 | 126,019.76 | 1.829% | 8,523.54 | 134,543.30 | 143,066.84 | |
| 1-Nov-29 | | 1.829% | 7,371.09 | 7,371.09 | | 141,914.39 |
| 1-May-30 | 128,324.67 | 1.829% | 7,371.09 | 135,695.76 | 143,066.85 | |
| 1-Nov-30 | | 1.829% | 6,197.56 | 6,197.56 | | 141,893.32 |
| 1-May-31 | 130,671.72 | 1.829% | 6,197.56 | 136,869.28 | 143,066.84 | |
| 1-Nov-31 | | 1.829% | 5,002.57 | 5,002.57 | | 141,871.85 |
| 1-May-32 | 133,061.71 | 1.829% | 5,002.57 | 138,064.28 | 143,066.85 | |
| 1-Nov-32 | | 1.829% | 3,785.72 | 3,785.72 | | 141,850.00 |
| 1-May-33 | 135,495.41 | 1.829% | 3,785.72 | 139,281.13 | 143,066.85 | |
| 1-Nov-33 | | 1.829% | 2,546.62 | 2,546.62 | | 141,827.75 |
| 1-May-34 | 137,973.62 | 1.829% | 2,546.62 | 140,520.24 | 143,066.86 | |
| 1-Nov-34 | | 1.829% | 1,284.85 | 1,284.85 | | 141,805.09 |
| 1-May-35 | 140,497.16 | 1.829% | 1,284.85 | 141,782.01 | 143,066.86 | 141,782.01 |
| Totals | 2,278,850.00 | | 454,239.75 | 2,733,089.75 | 2,733,089.75 | 2,733,089.75 |
| | | | Net Interest Rate | 1.8290% | | |
| | | | Bond Years | 24,835.4175 | | |
| | | | Average Life | 10.8982 | | |

The above schedule assumes full disbursement of the loan on the loan closing date.
 17-Nov-15 Wisconsin Department of Administration

EXHIBIT C

FORM OF LOAN DISBURSEMENT TABLE

| <u>Amount of Disbursement</u> | <u>Date of Disbursement</u> | <u>Series of Bonds</u> | <u>Principal Repaid</u> | <u>Principal Balance</u> |
|-------------------------------|-----------------------------|------------------------|-------------------------|--------------------------|
| \$ _____ | _____ | _____ | \$ _____ | \$ _____ |
| \$ _____ | _____ | _____ | \$ _____ | \$ _____ |
| \$ _____ | _____ | _____ | \$ _____ | \$ _____ |
| \$ _____ | _____ | _____ | \$ _____ | \$ _____ |
| \$ _____ | _____ | _____ | \$ _____ | \$ _____ |
| \$ _____ | _____ | _____ | \$ _____ | \$ _____ |
| \$ _____ | _____ | _____ | \$ _____ | \$ _____ |
| \$ _____ | _____ | _____ | \$ _____ | \$ _____ |
| \$ _____ | _____ | _____ | \$ _____ | \$ _____ |

EXHIBIT D

OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Sewerage System.

EXHIBIT E

ENVIRONMENTAL IMPROVEMENT FUND
 CONTRACT UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

MANDATORY PROJECT CLOSEOUT DOCUMENT

Note: This form is authorized by s. NR 162.14(4)(b)4, Wis. Adm. Code. Receipt of this completed form by the Department is mandatory prior to receiving a final disbursement. The information printed on this form is taken from the completed DBE Subcontractor Utilization Form (EPA Form 6100-4). Any changes or additions made to the list of prime contractors and DBE subcontractors during the construction must be reflected on this form at closeout. Personal information collected on this form will be used for program administration and must be made available to requesters as required by Wisconsin Open Records Law (s. 19.31 - 19.39, Wis. Stats.).

Municipality Name: City of Chippewa Falls Project Number: 4536-04 Loan/Grant Amount: \$2,978,850
 Project Description: WWTP Influent Screen & Dewatering Equip Improvements
 Did the municipality satisfy the DBE requirements? X Yes No (If no, refer to Project Manager Summary Page of the FAA.)

| Construction/Equipment/Supplies Contracts | Indicate DBE Type | Type of Product or Service * | Contract Estimate \$ | Actual Amount Paid to DBE Firm |
|---|--|------------------------------|----------------------|--|
| Prime: J. F. Ahern Co. | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other X <input checked="" type="checkbox"/> N/A | Construction | \$2,467,000 | Municipality Completes at Project Closeout |
| Sub: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other | | | |
| Sub: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other | | | |
| Sub: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other | | | |
| Sub: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other | | | |
| Sub: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other | | | |
| Prime: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other N/A | | | |
| Sub: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other | | | |
| Sub: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other | | | |
| Sub: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other | | | |
| Sub: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other | | | |
| Sub: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other | | | |
| Prime: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other N/A | | | |
| Sub: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other | | | |
| Sub: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other | | | |
| Sub: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other | | | |
| Sub: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other | | | |
| Sub: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other | | | |
| | | | Total MBE \$ | |
| | | | Total WBE \$ | |
| | | | Total Other \$ | |

| Professional/Technical Services Contracts | Indicate DBE Type | Type of Product or Service * | Contract Estimate \$ | Actual Amount Paid to DBE Firm |
|---|--|------------------------------|----------------------|--|
| Prime: Strand Associates | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input checked="" type="checkbox"/> N/A | Engineering | \$373,000 | Municipality Completes at Project Closeout |
| Sub: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other | | | |
| Sub: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other | | | |
| Prime: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A | | | |
| Sub: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other | | | |
| Sub: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other | | | |
| Prime: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A | | | |
| Sub: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other | | | |
| Sub: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other | | | |
| Total MBE \$ _____ | | | | |
| Total WBE \$ _____ | | | | |
| Total Other \$ _____ | | | | |

*Type of Product or Service examples: landscaping, trucking, supplies, equipment, paving, concrete, plumbing, electrical, excavating, testing, design, etc.

| | | |
|-------------------------------------|---------------|--------------|
| Name of Person Completing This Form | Email Address | Phone Number |
|-------------------------------------|---------------|--------------|

| | |
|--|-------------|
| Certification | |
| I certify that, to the best of my knowledge and belief, the information provided on this form is complete and correct. | |
| Name/Title of Municipal Official | Date Signed |
| Signature | |

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

CITY OF CHIPPEWA FALLS
CWFP Project No. 4536-04

1. **Project Description:** This project will include the following main improvements at the existing activated sludge wastewater treatment facility for the City of Chippewa Falls
 - installation of a new septage receiving station, new high strength wastewater receiving station / storage tank, and new grit debris dewatering structure for the City's sewer cleaning operations.
 - replacement of the existing mechanical influent wastewater screen via installation of a new mechanical fine screen unit and new associated screenings wash press unit.
 - replacement of the existing digested sludge dewatering belt filter press unit with a new centrifuge sludge dewatering unit along with the replacement of the digested sludge feed pump.
 - replacement of the existing polymer chemical feed equipment for the sludge dewatering process and the associated site access, structural, piping, heating / ventilation / air conditioning and electrical system improvements.

Note that principal forgives will be used to cover market rate costs. See section 12 of this exhibit for additional information.

2. **Ineligible Costs:** There were no ineligible costs identified in the review of this project. If the Department identifies ineligible Project Costs as the Project progresses, the Department will notify the Municipality.
3. **Other Funding Sources:** There were no ineligible costs identified in the review of this project. If the Department identifies ineligible Project Costs as the Project progresses, the Department will notify the Municipality.
4. **Miscellaneous Costs:** As shown in the Project Budget Sheet Summary (Exhibit A), CWFP funding in the amount of \$5,000 is included in the Miscellaneous category for:

- ◆ Field testing conducted by Geotechnical Construction* - \$5,000

Each construction-related item, denoted by an asterisk (*), will require review and approval by the regional Construction Management Engineer (CME) prior to reimbursement from the CWFP. The municipality must provide the CME with a copy of the vendor's invoice, procurement method used and applicable bidding and contracting documentation. When the CME has determined eligibility and given approval, the municipality may request reimbursement from the CWFP.

5. **Contingency Allowance:** The Contingency allowance of \$123,350 is five percent of the amount of uncompleted construction work. Change orders must be approved by the regional CME prior to requesting reimbursement.
6. **Equipment Replacement Fund:** The Municipality shall establish an equipment replacement fund according to s. NR 162.08, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement schedule developed by the Municipality. In reviewing the equipment replacement fund schedule in the CWFP application, the annual deposit is estimated at \$181,801.
7. **DBE Good Faith Effort:** The City of Chippewa Falls and the prime contractor, J. F. Ahern demonstrated a good faith effort at soliciting DBEs. There were no DOT certified DBEs utilized.
8. **Green Project Reserve:** None

9. Use of American Iron and Steel: This project is in compliance with the Use of American Iron and Steel requirements of P.L. 113-76. All of the iron and steel products used in this project were produced in the United States. based on the Plans and Specifications approval date of June 25, 2015.
10. Fiscal Sustainability Plan: The City has certified that all pieces of the Fiscal Sustainability Plan (FSP) have been completed with the exception of the evaluation and implementation plan for water and energy conservation. These components will be completed prior to project closeout and will maintain the plan at least for the life of the loan.
11. Federal Single Audit: This project is expected to be funded with federal funds and is therefore subject to the Federal Single Audit requirements referenced in Section 5.22 of the FAA. If the municipality receives more than \$500,000 of money that originated from any federal sources in a calendar year, then it must commission a Federal Single Audit as a part of its regular financial audit. The Federal Catalogue of Domestic Assistance number is 66.458 for wastewater project disbursements funded with federal money.
12. Composite Interest Rate: The Municipality is paying at least \$357,462 (88%) of eligible Project Costs from other funding sources so this loan can all be funded at the subsidized interest rate. The first disbursement of Financial Assistance shall be made in the form of a Loan disbursement without Principal Forgiveness which must be at least 5% of the Municipal Obligation amount or \$50,000, whichever is less. The Municipality shall submit invoices to DNR for all Project Costs it pays with other funding sources in order to document that it has contributed the full \$357,462 amount to the Project. See next page for table.

| | |
|--|-------------|
| Total Eligible Costs | \$2,978,850 |
| Parallel Cost Percentage (PCP) | 88.00% |
| Grant Funds (Total grant funds for ineligible and eligible project costs) | \$0 |
| Internal Funds (Total internal funds or other non-CWFP loan funds for ineligible and eligible costs) | \$0 |
| Eligible Costs Covered by Other Grant(s) | \$0 |
| Eligible Costs Covered by Internal Funds | \$0 |
| Ineligible Costs Covered by Other Grant(s) | \$0 |
| Ineligible Costs Covered by Internal Funds | \$0 |
| Market Rate Costs | \$357,462 |
| Market Rate Costs Funded in Net Loan | \$0 |
| Market Rate Costs Paid with Other Grants, Internal Funds or Principal Forgiveness | \$357,462 |
| CWFP Funding for this Project (Total eligible costs – Eligible costs paid by other grants) | \$2,978,850 |
| Principal Forgiveness | \$700,000 |
| Net CWFP Loan Amount | \$2,278,850 |
| Market Rate Costs @ 3.250% | \$0 |
| 70% of Market (Compliance Maintenance & New/Changed Limits) @ 2.275% | \$1,832,022 |
| 70% of Market (Unsewered) @ 2.275% | \$0 |
| 70% of Market (Urban Runoff) @ 2.275% | \$0 |
| 0% Septage | \$446,828 |
| Composite Interest Rate | 1.829% |

EXHIBIT G

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

[To Be Prepared on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the City of Chippewa Falls (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4536-04 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act. The Municipality further certifies that after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4536-04 has met the requirements for the Use of American Iron and Steel contained in section 608 of the Water Resources Reform and Development Act of 2014 (WRRDA). The Municipality further certifies that a Fiscal Sustainability Plan meeting the requirements of section 603(d)(1)(E) of the WRRDA has been completed for the treatment works and that the plan will be maintained at least for the life of the loan.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: _____
[Name of Highest Elected Official]

Dated as of: _____

Attest: _____
[Name of Clerk or Secretary]

Dated as of: _____

EXHIBIT H

LIST OF FEDERAL LAWS AND AUTHORITIES

Environmental Authorities

- Archeological and Historic Preservation Act, Pub. L. 93-291, as amended
- Clean Air Act, Pub. L. 95-95, as amended
- Clean Water Act, Titles III, IV and V, Pub. L. 92-500, as amended
- Coastal Barrier Resources Act, Pub. L. 97-348
- Coastal Zone Management Act, Pub. L. 92-583, as amended
- Endangered Species Act, Pub. L. 92-205, as amended
- Environmental Justice, Executive Order 12898
- Flood Plain Management, Executive Order 11988 as amended by Executive Order 12148
- Protection of Wetlands, Executive Order 11990 as amended by Executive Order 12608
- Farmland Protection Policy Act, Pub. L. 97-98
- Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- Magnuson-Stevens Fishery Conservation and Management Act, Pub. L. 94-265
- National Historic Preservation Act, Pub. L. 89-655, as amended
- Safe Drinking Water Act, Pub. L. 92-523, as amended
- Wild and Scenic Rivers Act, Pub. L. 90-54, as amended

Economic and Miscellaneous Authorities

- Debarment and Suspension, Executive Order 12549
- Demonstration Cities and Metropolitan Development Act, Pub. L. 89-754, as amended, and Executive Order 12372
- Drug-Free Workplace Act, Pub. L. 100-690
- New Restrictions on Lobbying, Section 319 of Pub. L. 101-121
- Prohibitions relating to violations of the Clean Water Act or Clean Air Act with respect to Federal contracts, grants, or loans under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, and Executive Order 11738
- Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended

Civil Rights, Nondiscrimination, Equal Employment Opportunity Authorities

- Age Discrimination Act, Pub. L. 94-135
- Equal Employment Opportunity, Executive Order 11246
- Section 12 of the Clean Water Act, Pub. L. 92-500
- Section 504 of the Rehabilitation Act, Pub. L. 93-112 supplemented by Executive Orders 11914 and 11250
- Title VI of the Civil Rights Act, Pub. L. 88-352

Disadvantaged Business Enterprise Authorities

- Participation by Disadvantaged Business Enterprises in Procurement Under Environmental Protection Agency (EPA) Financial Assistance Agreements

**RESOLUTION AUTHORIZING THE EXECUTION OF
THE 2016 FTA SUPPLEMENTAL AGREEMENT BETWEEN THE
CITIES OF EAU CLAIRE AND CHIPPEWA FALLS**

WHEREAS, the City of Chippewa Falls intends on filing an application with the Department of Transportation, United States of America, for a grant under the urban Mass Transportation Act of 1964, as amended; and

WHEREAS, it is necessary for the City of Chippewa Falls to enter into a Supplemental Agreement with the City of Eau Claire, the designated recipient for the Eau Claire Urbanized Area under Section 5307 of the Urban Mass Transportation Act of 1964, as amended prior to filing an application for operating assistance funds;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chippewa Falls to authorize the execution of the 2016 FTA Section 5307 Supplemental Agreement with the City of Eau Claire, Wisconsin.

DATED this 1st day of December, 2015.

Council President

ADOPTED: _____

APPROVED: _____
Mayor Gregory Hoffman

ATTEST: _____
Bridget Givens, City Clerk

2016 SUPPLEMENTAL AGREEMENT

Eau Claire – Chippewa Falls Urbanized Area

FTA Section 5307

Section 5307 of the Surface Transportation Assistance Act requires a designated recipient to enter into formal Section 5307 project agreements. The Grantee, City of Chippewa Falls, has not been designated a recipient under this Grant Contract. Accordingly, the City of Eau Claire, a recipient designated in accordance with the Act, hereby agrees to permit the City of Chippewa Falls to receive and dispense Federal funds described in the Grant Contract. The City of Chippewa Falls shall assume all responsibilities set forth in this Grant Contract.

The Federal Transit Administration and the City of Chippewa Falls, under the Grant Contract, hereby agree that the City of Eau Claire is not in any manner subject to, or responsible for, the terms and conditions of this Grant, and is a party to the Grant Contract only to assign to the City of Chippewa Falls, the right to receive and dispense Federal funds as described in the Grant Contract.

City Manager
City of Eau Claire

Date

Gregory Hoffman
City of Chippewa Falls

Mayor

Date

RESOLUTION NO. 2015-55

**A RESOLUTION AUTHORIZING THE
2016 GENERAL PUBLIC SHARED RIDE TRANSIT AGREEMENT
BETWEEN THE CITY OF CHIPPEWA FALLS AND RUNNING, INC.**

WHEREAS, the Common Council of the City of Chippewa Falls deems public transportation to be in the best interest of the citizens of Chippewa Falls, and

WHEREAS, Wisconsin Statutes 66.30 authorizes the City to contract for public shared ride transit service, and

WHEREAS, the Chippewa Falls Transit Board of Directors, at its October 13, 2015 meeting recommended Running, Inc. as the 2016 City Shared Ride Transit Program service provider.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Chippewa Falls, that the Mayor and City Clerk be authorized, on behalf of the City of Chippewa Falls, to execute a service agreement for General Public Shared Ride Transit Service affixed hereto, and made part hereof, for the period of January 1, 2016 to December 31, 2016.

DATED this 1st day of December, 2015.

Council President

ADOPTED: _____

APPROVED: _____
Mayor Gregory Hoffman

ATTEST: _____
Bridget Givens, City Clerk

**CITY OF CHIPPEWA FALLS
SHARED RIDE
GENERAL AGREEMENT
2016**

THIS AGREEMENT made and entered into this ____ day of December, 2015 by and between the City of Chippewa Falls and Running, Inc.

WITNESSETH:

WHEREAS, public funds are available to assist the transit service provider as an element of public transit operating in the City of Chippewa Falls, pursuant to Section 85.20 Wisconsin Statutes, and Section 5307 Federal Statutes, and

WHEREAS, the City is desirous of having Running, Inc. provide mass transit services in the City of Chippewa Falls, and is therefore willing to provide financial assistance through the State of Wisconsin and the Federal Government as set forth above;

WHEREAS, the City is eligible to apply for, and receive public transit funds under the statutory authority as set forth above; and

WHEREAS, the electorate of the City has expressed its desire in having public transit services available to the City as reflected in the referendum ballot held November 2, 1976.

NOW THEREFORE, it is agreed by and between the City of Chippewa Falls and Running, Inc. in consideration of the mutual covenants contained herein as follows:

A. Running, Inc. agrees to:

1. Be bound by the qualifications and requirements as contained in **ATTACHMENT ONE: GENERAL REQUIREMENTS for SHARED RIDE 2016**, which shall be attached and made a part of this contract.
2. Running, Inc. shall execute as appropriate, and shall be bound by the terms and conditions as required under the following and which shall be attached and made part of this contract:
 - a. Appendix A: Pricing Proposal and Affidavit of Non-Collusion
 - b. Appendix B: Standard Terms and Conditions
 - c. Appendix C: Supplemental Terms and Conditions
 - d. Appendix D: Federal Clauses and Certifications
 - e. Appendix E: Vehicle Lease
3. Any subcontractors of the Running, Inc., Inc. shall be bound by the terms and conditions as required under Appendix A, B, C, D, and E.

4. Continue with the fares as established pursuant to **ATTACHMENT TWO: SPECIFICATIONS 2016**, unless given approval by the Common Council of Chippewa Falls for any changes thereto.
5. Continue to provide the level of service as outlined in **ATTACHMENT TWO: SPECIFICATIONS 2016**, without reduction or change, unless such changes are approved by the Common Council and the Wisconsin Department of Transportation (WIDOT).
6. Running, Inc. shall submit requests for reimbursement as provided for in **ATTACHMENT ONE: GENERAL REQUIREMENTS; Paragraph J: Method and Amount of Payment**.
7. The books and records of Running, Inc. shall be available to the Common Council, or its designee, and shall be subject to audit by the Wisconsin Department of Transportation.
8. To provide and maintain insurance as required in **ATTACHMENT TWO: SPECIFICATIONS 2016**.
9. To initiate a drug and alcohol control program in accordance with applicable federal regulations as required by the Federal Transit Administration and as required in **ATTACHMENT TWO: SPECIFICATIONS 2016**.
10. Assist the City in complying with requirements of the Americans with Disabilities Act (ADA).

B. The City of Chippewa Falls agrees to:

1. Issue a subsidy check to Running, Inc. once each month after the second Common Council meeting of each month in an amount which shall be computed at **\$26.91** for each vehicle hour per month less revenues per month to equal the subsidy (**See ATTACHMENT ONE: GENERAL REQUIREMENTS for SHARED RIDE 2016; Paragraph J.**)

C. Other:

1. The City of Chippewa Falls reserves the right to terminate this contract if the Running, Inc. total operating hours, as determined in accordance with the foregoing exceeds for the year 2016 in such case, however, Running, Inc. shall be entitled to a ninety (90) day written notice of such termination, served either personally or by certified mail at its last known address.

2. Termination will be subject to Running, Inc. exceeding the total operating expense for 2016 as represented in the foregoing because of not maintaining conformance with **ATTACHMENT ONE: GENERAL REQUIREMENTS for SHARED RIDE 2016.** The total operating expense for the contract period may be exceeded contingent on user demand, conformance with service standards, and Transit Board of Directors recommendations, and City Council approval.
3. This contract shall commence on January 1, 2016, and shall terminate, without notice, on December 31, 2016, with the exception that, under FTA Circular 4220.1E Options, the City will have the exclusive option to extend the terms of the contract each year for not more than a total of one (1) year commencing in 2017.
4. Neither this contract, nor any part thereof, shall be assigned by Running, Inc. to any third person, firm, corporation, or association, without the express, written approval of the City of Chippewa Falls and the Wisconsin Department of Transportation. Only the City of Chippewa Falls may contract with Care Maintenance Organizations (CMO) to provide transportation services. Running, Inc. shall not be a party to contracting with CMO's on behalf of the City of Chippewa Falls Shared Ride Transit Program.
5. Service may be discontinued by the City if anticipated State 85.20 funding and/or Section 5307 Federal funding is not received or is cancelled during the contracted time.

Except as above stated, this contract is binding upon and shall extend to the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed on the date first written below.

BY: _____
 Mayor Greg Hoffman
 City of Chippewa Falls

 Richard Running, President
 Running, Inc.

DATE: December _____, 2015

DATE: December _____, 2015

ATTEST: _____
 Bridget Givens, City Clerk
 City of Chippewa Falls

DATE: December _____, 2015

**RESOLUTION CONCERNING
COMPLETION OF MAPLE LEAF TOWNHOMES
UTILITIES AND INFRASTRUCTURE**

WHEREAS, the City of Chippewa Falls and Maple Leaf Rentals LLP have entered into a Developer's Agreement for the construction of Maple Leaf Townhomes; and

WHEREAS, project contractor Haas Sons, Inc. has completed underground water and sanitary sewer infrastructure for the Maple Leaf Townhomes development; and

WHEREAS, said underground infrastructure and surface work for the Maple Leaf Townhomes Subdivision has been inspected and tested and found to be in compliance with City of Chippewa Falls standards, ordinances and specifications.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS, WISCONSIN: That the City of Chippewa Falls declares open and accepts the infrastructure and street surface treatment for the Maple Leaf Townhomes.

Dated this 1st day of December, 2015.

ADOPTED: _____

Council President

APPROVED: _____

Mayor

ATTEST: _____

City Clerk

DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made this 5th day of March, 2015 between City of Chippewa Falls, a Wisconsin municipal corporation ("City"), and Maple Leaf Rentals LLP ("developer").

WITNESSETH THAT, the parties hereto recite and agree as follows:

ARTICLE 1 - RECITALS

Section 1.1 Background.

(a) **Ownership.** Developer is the owner of the Property. The Property has been platted as the certified survey map of Aspen Woods pursuant to a preliminary certified survey map, a copy of which is attached hereto as Exhibit "A." The preliminary certified survey map was approved by the City Plan Commission on January 12, 2015 and by the City Council on February 17, 2015.

(b) **Development.** Developer desires to develop and construct the Aspen Woods Development (the "Development") upon the Property. Upon approval of the final certified survey map of Aspen Woods by the City, the certified survey map will be recorded in the office of the Register of Deeds for Chippewa County, Wisconsin (the "Final certified survey map").

(c) **Construction.** Developer will construct Seven (7) two residential buildings and related improvements on the Property (the "Development"). Developer intends to begin construction of the Development in 2015.

Section 1.2 The Property. The property is described in the attached Exhibit "B," comprising approximately 3 acres, located in City of Chippewa Falls, Chippewa County, Wisconsin (the "Property"). The Property will be known as Aspen Woods.

Section 1.3 Order of Construction. Per the buyers accepted offer to purchase one duplex will be built within 2 years of closing. It is our intention to build 2 duplexes in 2015, 2 duplexes in 2016, 2 duplexes in 2017 and one duplex in 2018. One duplex will be built within 2 years per the accepted offer to purchase. The remaining of said duplexes will be built contingent upon market demand

Section 1.4 Public Improvements. Developer has requested that Developer, at its expense, be allowed to prepare plans and specifications and to award contracts to construct the streets, water, sewer and any other improvements necessary to serve the Development (the "Public Improvements"). A description of the Public Improvements and estimates of costs is attached as Exhibit "D". City is willing to allow Developer to construct and install the Public Improvements, only if the conditions set forth in this Agreement are satisfied. The Public Improvements relating to each set of each set of two-unit residential buildings and related

improvements will be constructed and installed contemporaneously at the same time as such buildings and improvements are constructed.

Section 1.5 Public Improvements; Plans, Specifications. City agrees to authorize its City Engineer, Richard J. Rubenzer, P.E., to review and approve the plans and specifications prepared by Developer for the Public Improvements (the "Plans and Specifications"). All street, storm, sanitary and water infrastructure will conform to City's Standard Construction Specifications. Approval of the Plans and Specifications for the Public Improvements is a condition of this Agreement.

Section 1.6 Public Improvements, Warranty. Developer agrees that the Public Improvements will be constructed in a workmanlike manner; that all materials and labor for the Public Improvements will be in strict conformity to the Plans and Specifications and any other requirements reasonably set forth by City. All work done pursuant to this Agreement is subject to the inspection and approval of the City Engineer, who will have the authority to suspend or stop work on the Public Improvements if any condition of this Agreement is breached or any law or administrative rule is violated and such breach or violation is not cured or remedied to the satisfaction of the City Engineer promptly after the City Engineer provides written notice of same to Developer.

If any material or labor that is supplied for the Public Improvements is rejected by the City Engineer as defective or unsuitable, then the rejected materials must be removed and replaced with approved material, and the rejected labor will be redone to the reasonable satisfaction and approval of the City Engineer at the sole cost and expense of Developer. This warranty will extend for one year beyond the final acceptance of the Public Improvements by City. City agrees that acceptance of the Public Improvements will not be unreasonably delayed or withheld.

Developer acknowledges and agrees that the Public Improvement work described herein is subject to Wisconsin Prevailing Wage Rates and Hours of Labor laws. Developer will not undertake any work until the City Engineer is satisfied that Wisconsin Prevailing Wage Rates and Hours of Labor laws are being complied with and that Developer will continue to comply with said laws at all times while this Agreement is in effect.

ARTICLE 2 - DEVELOPERS' REPRESENTATIONS

Developer represents to City that as of the date of this Agreement, the statements set forth in this section are true.

Section 2.1 No Disability. Developer knows of no legal disability that would prevent it from carrying out this Agreement.

Section 2.2 Execution No Violation. The execution, delivery and performance of this Agreement do not and will not result in any breach of, or constitute a default under, any indenture, mortgage, contract agreement or instrument to which Developer is a party.

Section 2.3 Litigation. There are no pending or, to the knowledge of Developer, threatened actions or proceedings before any court or administrative agency which will materially adversely affect the financial condition, business or operation of Developer or the ability of Developer to perform its obligations under this Agreement.

Section 2.4 Compliance. Developer will comply with and promptly perform all of its obligations under this Agreement and all related documents and instruments.

ARTICLE 3 - PUBLIC IMPROVEMENT SCHEDULE.

Developer will install the Public Improvements in accordance with the provisions in this section.

Section 3.1 Final certified survey map Approval. Provided that Developer is not in default of this Agreement, City will approve the Final certified survey map in advance of acceptance of the Public Improvements within the Final certified survey map.

Section 3.2 Contracts for Work. The Public Improvements relating to each set of each set of two-unit residential buildings and related improvements will be constructed and installed contemporaneously at the same time as such buildings and improvements are constructed. Developer may award separate contracts for each part of the Public Improvements. Any contract awarded by Developer for work on the Public Improvements must contain the following provisions:

(a) Failure to Perform. Developer may, by written notice to the contractor, immediately terminate the contract in any of the following circumstances:

(1) Failure to make satisfactory progress toward completion of the work subject to the contract after contractor has been given three (3) notices by Developer and contractor has failed in each case to commence making satisfactory progress toward completion of the work within seventy two (72) hours of such notice.

(2) Failure to comply with the Plans and Specifications or to correct deficiencies after contractor has been given three (3) notices by Developer and contractor has failed in each case to meet the Plans and Specifications or correct deficiencies within seventy two (72) hours of such notice.

Section 3.3 Dedication of Public Improvements. Each element of the Public Improvements will become, as a matter of law, dedicated to the public upon acceptance of the completed work by the City Engineer, and Developers will be deemed to have no right, title or interest in or upon any element of the dedicated Public Improvements other than the parts of the Stormwater Management System as identified on the Stormwater Management Plan as the responsibility of Developer or assigns, if any.

ARTICLE 4 - SECURITY

Section 4.1 Security for Cost of Public Improvements. Prior to commencing work on each portion of the Public Improvements, Developer shall provide to City a performance

bond, with terms and conditions satisfactory to City, in the sum of not less than one hundred twenty-five percent (125%) of the estimated cost of that portion of the Public Improvements or shall have previously provided to City a performance bond, with terms and conditions satisfactory to City, in the sum of not less than one hundred twenty-five percent (125%) of the estimated cost of all of the Public Improvements. A performance bond is a guaranty to City that the Public Improvements will be timely completed to City's satisfaction. If one performance bond is provided for all of the Public Improvements, the performance bond will be maintained continuously by Developer until final acceptance by City of all of the Public Improvements. If separate performance bonds are provided for each portion of the Public Improvements, each performance bond will be maintained continuously by Developer until final acceptance by City of the portion of the Public Improvements to which the bond relates. Each performance bond shall be released by City upon certification by the City Engineer that the Public Improvements are finally accepted pursuant to this Agreement. Periodically, as payments are made by Developer for the completion of the Public Improvements, and when it is reasonably prudent, Developer may request of City that the amount of the performance bond be reduced to the extent portions of the Public Improvements have been finally accepted and paid for.

Each performance bond will provide that City may draw upon it for the full face amount of the cost of curing any default of Developer hereunder after City has provided written notice to Developer describing the default and Developer has not cured such default within ten (10) days of receipt of such notice.

Developer shall pay City for a certified survey map review fee, storm water management plan review fee, and a legal review fee for the Development according to City of Chippewa Falls Code of Ordinances or policy as determined by the City of Chippewa Falls Common Council.

ARTICLE 5 - DEVELOPER'S RESPONSIBILITY

Section 5.1 Easements. Developer will execute and deliver to City upon request and without charge, permanent easements for the location, construction, installation and operation of the Public Improvements on the Property as designated in the Plans and Specifications or will execute and deliver to City upon request and without charge, a deed or deeds for the portions of the Property on which the Public Improvements are located, which easements and deeds shall be in form and content satisfactory to City.

Section 5.2 Inspection. Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control of the Public Improvements, to the extent the construction work meets the approved City standards, and shall provide construction staking for private site grading improvements and contract management. City may, at City's discretion and at Developer's expense, have one or more City representatives and a soil engineer observe the work on a full or part-time basis.

Developer shall pay for City for engineering and construction observation of the Public Improvements performed by the City Engineer. Such engineering will include monitoring of construction, consultation with Developer and its engineer on status or problems regarding the work, coordination for final inspection and acceptance, project monitoring during the warranty

period, and processing of request for reduction in security. Construction observation performed by the City Engineer shall include part or full time observation of the Public Improvements.

Section 5.3 Engineering Data. Developer, through its engineer, must provide all staking, surveying and other information required by the City Engineer, to assist the City Engineer in carrying out the City Engineer's duties under this Agreement in order to insure that the Public Improvements conform to the Plans and Specifications.

Section 5.4 Erosion Control Measures During Construction. Developer and Developer's contractors shall comply with Chapter 30 (Construction Site Erosion Control) of City of Chippewa Falls Code of Ordinances in regard to construction of the Public Improvements.

Section 5.5 City Regulations. Developer acknowledges that the Property is subject to regulation by City and that a default under applicable City ordinances a failure to meet or perform any condition of approval of any permit applicable to the Public Improvements shall be a default hereunder. The following conditions must be fulfilled to the satisfaction of the City Planner and the City Engineer before construction of the Public Improvements begins. The strict requirement of any condition may be waived by the Common Council of the City if adequate assurances of compliance are provided by Developer.

(a) A Storm Water Management Plan for the Development shall be submitted and approved. The City Engineering Department reserves the right to take up to one (1) month for initial review of the Storm Water Management Plan. All required parts of the Storm Water Management Plan shall be in place, as determined by the City Engineer, before building permits for the Development are issued.

(b) The Development shall be constructed according to any applicable Conditional Use Permit and all conditions imposed upon final certified survey map approval.

(c) City shall review and approve a grading plan, utilities plan, sidewalk and trail plan, driveway plan and phase plan for the Development.

(d) Developer shall obtain all required permits from City of Chippewa Falls, Chippewa County, the State of Wisconsin, and the United States for the Development.

Section 5.6 Damage to City or County Facilities. Developer will be responsible for any damage caused to any City or Chippewa County facilities or improvements including roads, storm water systems, sewer and water facilities whether done by Developer, its contractors, agents or employees and for any repair or clean up costs or expenses incurred by City or Chippewa County in taking remedial action as a result of such damage.

ARTICLE 6 - INSURANCE

Section 6.1 Insurance. Developer and its contractors will provide and maintain or cause to be maintained at all times during the process of constructing the Public Improvements and, from time to time at the request of City, furnish City with proof of payment of premiums on:

(a) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's policy with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used), and will be endorsed to show City as an additional insured to the extent of its interest.

(b) Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles involved in work on the Public Improvements, in the minimum amount for each occurrence of \$1,000,000, and will be endorsed to show City as an additional insured to the extent of its interest.

(c) Worker's Compensation insurance respecting all employees in amounts not less than the minimum required by statute.

ARTICLE 7 - INDEMNIFICATION.

Section 7.1 Indemnification. Developer agrees to defend and hold City, and its officials, employees and agents, harmless against any and all claims, demands, lawsuits, judgments, damages, penalties, costs and expenses, including reasonable attorneys' fees, arising out of actions or omissions by Developer, its employees and agents, in connection with the Public Improvements, including any monies which City may become obligated to pay as a result of any claims or actions or enforcements under Wisconsin Prevailing Wage Rates and Hours of Labor laws.

Section 7.2 Enforcement by City; Damages. Developer acknowledges the right of City to enforce the terms of this Agreement against Developer, by action for specific performance or damages, or both, or by any other legally authorized means. Developer acknowledges that its failure to perform any or all of its obligations under this Agreement may result in substantial damages to City; that in the event of default hereunder by Developer, City may commence legal action to recover all damages, losses and expenses sustained by City; and that the expenses may include, but are not limited to, the reasonable fees of legal counsel employed with respect to the enforcement of this Agreement.

ARTICLE 8 - Events of Default.

The following will be "Events of Default" under this Agreement and the term "Event of Default, will mean, whenever it is used in this Agreement, any one or more of the following events:

(a) Failure of Developer to commence or complete construction of the Public Improvements pursuant to the terms, conditions, and limitations of this Agreement after City has provided written notice to Developer describing the failure and Developer has not cured such failure within ten (10) days of receipt of such notice.

(b) Failure of Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement after City

has provided written notice to Developer describing the failure and Developer has not cured such failure within ten (10) days of receipt of such notice.

Section 8.2 Remedies on Default. Whenever any "Event of Default" occurs, City may take any one or more of the following actions:

(a) Suspend work on the Public Improvement until it receives assurances from Developer, deemed adequate by City, that Developer will cure its default and continue its performance under this Agreement.

(b) Take action, including legal or administrative action, as is necessary for City to secure performance of any provision of this Agreement or recover any amounts due under this Agreement from Developer or under the performance bond described in §4.1 of this Agreement.

(c) Undertake to complete the Public Improvements itself, through its agents or through independent contractors and before the undertaking, draw upon the performance bond described in §4.1 of this Agreement for the full amount of the estimated work.

ARTICLE 9 - ADMINISTRATIVE PROVISIONS

Section 9.1 Notices. All Notices, certificates or other communications required to be given to City and Developer must be sufficiently given and will be deemed given when delivered, or when deposited in the United States mail in certified form with postage fully prepaid and addressed with return receipt requested, as follows:

If to City: Richard J. Rubenzer,
Director of Public Works/City Engineer
30 West Central Street
Chippewa Falls, WI 54729

If to Developer: Maple Leaf Rentals LLP
5734 189th St.
Chippewa Falls, WI 54729

City and Developer by notice given to the other may designate different addresses to which subsequent notice, certificates or other communications will be sent.

ARTICLE 10 - ADDITIONAL PROVISIONS

Section 10.1 Titles of Sections. Any titles of the several parts of this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any of its provisions.

Section 10.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which will constitute one and the same instrument.

Section 10.3 Modification. If Developer is requested by the holder of a mortgage on the Property or by a prospective holder of a prospective mortgage on the Property to amend or supplement this Agreement in any manner whatsoever, City will, in good faith, consider the request, provided that the request is consistent with the terms and conditions of this Agreement.

Section 10.4 Law Governing. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin.

Section 10.5 Severability. In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, holding will not validate or render unenforceable any other provisions.

Section 10.6 Assignment. Developer may not assign this Agreement without prior written consent of City, which consent shall not be unreasonably withheld or delayed.

Section 10.7 Recording. This Agreement, or a memorandum thereof executed by the parties, may be recorded in the office of the Register of Deeds for Chippewa County, Wisconsin, and will be enforceable against all owners of the Property and their successors and assigns.

ARTICLE 11 - TERMINATION OF AGREEMENT

Section 11.1 Termination. This Agreement will terminate at the time all of Developer's obligations hereunder have been fulfilled and when the cost of the Public Improvements have been paid in full and any default of Developer has been cured, or one (1) year after acceptance of the Public Improvements by City, whichever occurs later. Upon request of Developer, City shall promptly provide Developer with a certificate in recordable form that shall serve as evidence that Developer has completed its obligations hereunder.

IN WITNESS WHEREOF, City has caused this Agreement to be executed in its corporate name by its duly authorized officers and sealed with its corporate seal; and Developer has caused this Agreement to be executed in its company name by a duly authorized member, Wisconsin, on the day and year first above written.

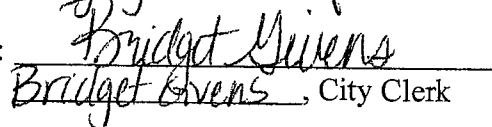
In Presence Of:

CITY OF CHIPPEWA FALLS

By:


Gregory Hoffman, Mayor

Attest:


Bridget Yuens, City Clerk

DEVELOPER

By: [Signature] Barb Mueller
Mark and Barb Mueller

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss:
CHIPPEWA COUNTY)

Personally came before me this 03rd day of February 2015, the above-named Gregory Hoffman and Bridget Evans, who to be stated that they are the Mayor and City Clerk, respectively, of the City of Chippewa Falls, a Wisconsin municipal corporation, and to me known to be the persons who executed the foregoing instrument in such capacities.

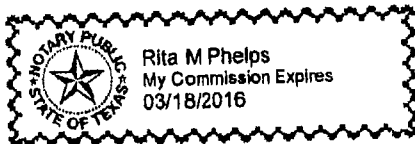
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
* Lori Wedemeyer
Notary Public
State of Wisconsin
My Commission expires November 20, 2016

Texas
STATE OF ~~WISCONSIN~~)
) ss:
Hidalgo COUNTY)

Personally came before me this 5th day of March ~~February~~ 2015, the above-named Mark and Barb Mueller and to me known to be the person who executed the foregoing instrument in such capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



* [Signature]
Notary Public
State of ~~Wisconsin~~ Texas
My Commission expires 3/18/16

List of Exhibits

| | |
|-----------|---|
| Exhibit A | Draft of Preliminary certified survey map |
| Exhibit B | Legal Description of the Property |
| Exhibit C | Order of Construction |
| Exhibit D | Description of the Public Improvements and Estimates of Costs |

Exhibit A
Draft of Preliminary Plat

[to be attached]

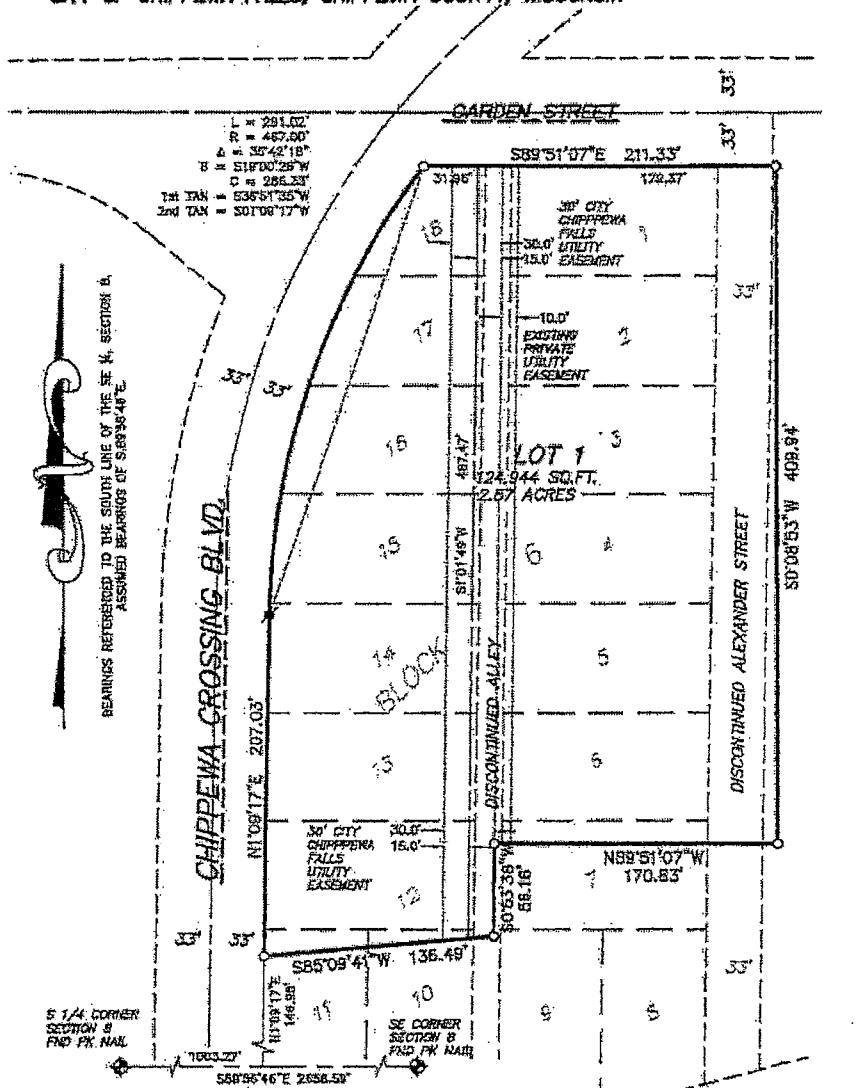
EXHIBIT "A" (1 OF 2)

CHIPPEWA CO. CERTIFIED SURVEY MAP No. _____

RECORDED IN VOL. _____ OF CERTIFIED SURVEY MAPS PAGE _____

REGISTER

PART OF LOTS 1-7, 10-18, PART OF THE DISCONTINUED ALLEY, BLOCK 6,
ZELIE ADDITION TO THE CITY OF CHIPPEWA FALLS
PART OF DISCONTINUED ALEXANDER STREET
IN THE SW 1/4 OF THE SE 1/4,
SECTION 8, T28N, R8W,
CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN



BEARINGS REFERENCED TO THE SOUTH LINE OF THE SE 1/4, SECTION 8,
ASSUMED BEARINGS OF S89°36'48"E

LEGEND
 ○ SET 1" O.D. x 18" IRON PIPE
 WEIGHING 1.15 LBS./LIN.FT.
 * FOUND 3/4" IRON REBAR

SCALE: 1" = 80'

DATE APPROVED _____
 CHIPPEWA COUNTY PLANNING AGENCY
 BY _____

REAL LAND SURVEYOR
 635 PARKWAY ST.
 ALTONA, WI 54720
 (715) 514-4136
 CARD No. 14287

SHEET 1 OF 2
 PAGE _____

EXHIBIT "A" (2 of 2)

CHIPPEWA CO. CERTIFIED SURVEY
MAP NO.

INDEXED

RECORDED IN VOL. _____
OF THE CERTIFIED SURVEY MAPS
PAGE _____

REGISTER

BEING PART OF LOTS 1-7, 10-18, PART OF DISCONTINUED
ALLEY, BLOCK 6, ZIELIE ADDITION TO THE CITY OF CHIPPEWA FALLS,
PART OF DISCONTINUED ALEXANDER STREET,
IN THE SW 1/4 OF THE SE 1/4, SECTION 8,
T22N, R08W, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, PETER J. GARTMANN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:
THAT BY THE DIRECTION OF THE CITY OF CHIPPEWA FALLS AND MARK MUELLER, I HAVE
SURVEYED, DIVIDED AND MAPPED THE LAND PARCEL WHICH IS REPRESENTED BY THIS
CERTIFIED SURVEY MAP.

THAT THE EXTERIOR BOUNDARY OF THE LAND PARCEL SURVEYED AND MAPPED
IS AS FOLLOWS: BEING PART OF LOTS 1-7, 10-18, PART OF DISCONTINUED ALLEY, BLOCK
6, ZIELIE ADDITION TO THE CITY OF CHIPPEWA FALLS, PART OF DISCONTINUED
ALEXANDER STREET, IN THE SW 1/4 OF THE SE 1/4, SECTION 8,
T22N, R08W, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- COMMENCING AT THE S 1/4 CORNER OF SAID SECTION 8; THENCE S.89°56'46"E, ALONG
THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 8, A DISTANCE OF 1003.27 FEET;
- THENCE N.01°09'17"E, A DISTANCE OF 146.96 FEET TO THE POINT OF BEGINNING;
- THENCE N.01°09'17"E, A DISTANCE OF 207.03 FEET;
- THENCE 291.02 FEET ALONG THE ARC OF A CURVE CONCAVE EASTERLY HAVING A
RADIUS OF 467.00 FEET, CENTRAL ANGLE OF 35°42'18" AND A CHORD BEARING AND
DISTANCE OF N19°00'26"E 286.93 FEET;
- THENCE S.89°51'07"E, A DISTANCE OF 211.35 FEET;
- THENCE S.00°08'53"W, A DISTANCE OF 409.94 FEET;
- THENCE N.89°51'07"W, A DISTANCE OF 170.83 FEET;
- THENCE S.00°53'38"W, A DISTANCE OF 56.16 FEET;
- THENCE S.85°09'41"W, A DISTANCE OF 136.49 FEET TO THE POINT OF BEGINNING.

THAT THIS CERTIFIED SURVEY MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR
BOUNDARY SURVEYED AND DESCRIBED, AND THE SUBDIVISION THEREOF.

THAT THE 50' CITY OF CHIPPEWA FALLS UTILITY EASEMENT IS DEDICATED TO THE CITY
OF CHIPPEWA FALLS.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE
WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE CITY OF CHIPPEWA FALLS
AND CHAPTER 58, LAND DIVISION ORDINANCE OF THE GENERAL CODE OF CHIPPEWA COUNTY,
WISCONSIN IN SURVEYING AND MAPPING THE SAME.

_____ DATED THIS _____ DAY OF _____, 2015
PETER J. GARTMANN, P.L.S. 2279

CITY COUNCIL RESOLUTION:

RESOLVED, THAT THIS CERTIFIED SURVEY MAP IN THE CITY OF CHIPPEWA FALLS, IS HEREBY
APPROVED AND THE 50' CITY UTILITY EASEMENT IS DEDICATED AS SHOWN BY THE CITY
COUNCIL

MAYOR DATE

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE CITY
COUNCIL OF THE CITY OF CHIPPEWA FALLS

CITY CLERK DATE

REAL LAND SURVEYING
635 FAIRFAX ST.
ALTOONA, WI 54720

SHEET 2 OF 2

EXHIBIT "B"

LEGAL DESCRIPTION:

BEING PART OF LOTS 1-7, 10-18, PART OF DISCONTINUED ALLEY, BLOCK 6,
ZIELIE ADDITION TO THE CITY OF CHIPPEWA FALLS, PART OF DISCONTINUED
ALEXANDER STREET, IN THE SW 1/4 OF THE SE 1/4, SECTION 8,
T28N, R08W, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- COMMENCING AT THE S 1/4 CORNER OF SAID SECTION 8; THENCE S.89°56'46"E.,
ALONG THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 8, A DISTANCE OF 1003.27
FEET;
- THENCE N.01°09'17"E., A DISTANCE OF 146.96 FEET TO THE POINT OF BEGINNING;
- THENCE N.01°09'17"E., A DISTANCE OF 207.03 FEET;
- THENCE 291.02 FEET ALONG THE ARC OF A CURVE CONCAVE EASTERLY HAVING A
RADIUS OF 467.00 FEET; CENTRAL ANGLE OF 35°42'18" AND A CHORD BEARING
AND DISTANCE OF N19°00'26"E 286.33 FEET;
- THENCE S.89°51'07"E., A DISTANCE OF 211.33 FEET;
- THENCE S.00°08'53"W., A DISTANCE OF 409.94 FEET;
- THENCE N.89°51'07"W., A DISTANCE OF 170.83 FEET;
- THENCE S.00°53'38"W., A DISTANCE OF 56.16 FEET;
- THENCE S.85°09'41"W., A DISTANCE OF 136.49 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"

DEVELOPMENT PLANS: Aspen Woods Development will be constructed in accordance with the engineering plans developed by Advanced Engineering Concepts, LLC and approved by the City of Chippewa Falls. Exhibit "D" includes the proposed Utility Plan with the public improvements and construction estimate.

IMPROVEMENTS: The developer shall install and pay for the public improvements within the approved Construction Plans. These improvements include the following:

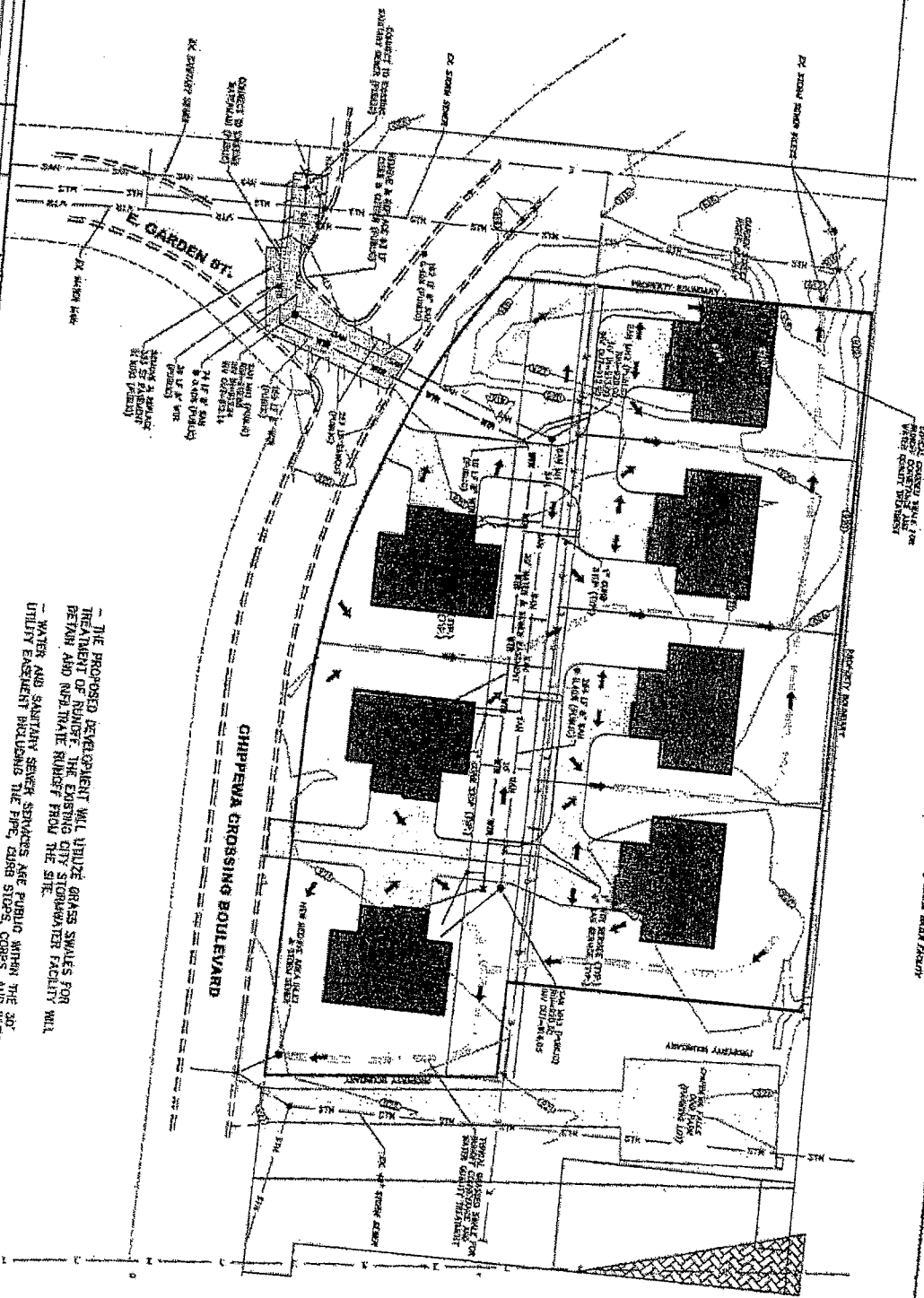
1. Curb and Gutter replacement within E. Garden Street and Chippewa Crossing Boulevard
2. Pavement patching within E. Garden Street and Chippewa Crossing Boulevard
3. Connection of both sanitary sewer and watermain
4. Installation of the sanitary sewer main (8") and manholes
5. Installation of watermain (8") and fire hydrant
6. Installation of both sanitary sewer and water services located within the 30' utility easement, including curb stops, corps, and wyes
7. Restoration of boulevards disturbed within the right-of-way
8. Adjustments of valves and manholes located within public right-of-way and utility easements



EXHIBIT "D" (1 of 2)

LEGEND

- Proposed sanitary collection line
- Existing sanitary collection line
- Existing storm collection line
- Existing street centerline
- Existing street right-of-way
- Proposed street extension
- Proposed street widening
- Proposed sidewalk extension
- Proposed sidewalk widening
- Proposed street lighting
- Proposed street furniture
- Proposed street trees
- Proposed street signs
- Proposed street benches
- Proposed street lighting poles
- Proposed street furniture poles
- Proposed street trees
- Proposed street signs
- Proposed street benches
- Proposed street lighting poles
- Proposed street furniture poles



THE PROPOSED DEVELOPMENT WILL UTILIZE GRASS SWALES FOR THE TREATMENT OF RUNOFF FROM EXISTING CITY TOWNSHIP FACILITY WITHIN AND NEAR THE ROBERT FROM THE SITE.

WATER AND SANITARY SEWER SERVICES ARE PROVIDED WITHIN THE 30' UTILITY EASEMENT BOUNDARIES THE PIPE, CURB STOPS, CORNS, AND WYES

AEC

1800 W. WISCONSIN ST.
MILWAUKEE, WI 53233
TEL: 414-224-1100
FAX: 414-224-1101

ORDINANCE & UTILITY PLAN

CHIPPEWA PARKS & RECREATION DEPARTMENT
CHIPPEWA CROSSING BOULEVARD
CHIPPEWA FALLS, WI

| | |
|------|---|
| DATE | 2 |
| BY | 2 |
| FOR | 2 |

50TH AVE. (A.K.A. STILSON ROAD)

EXHIBIT "D" (2 OF 2)

DATE: 01.27.15

| ASPEN WOODS DEVELOPMENT | | UNITS | QUANT. | PRICE | TOTAL PRICE |
|---------------------------------------|---|-------|--------|------------|--------------------|
| NO | ITEM | | | | |
| | STREET | | | | |
| 1 | REMOVE CURB AND GUTTER | LF | 63 | \$4.00 | \$252.00 |
| | | LF | 267 | \$3.00 | \$801.00 |
| 2 | SAWCUT | SY | 363 | \$3.00 | \$1,149.00 |
| 3 | REMOVE PAVEMENT | CY | 90 | \$25.00 | \$2,250.00 |
| 4 | CRUSHED AGGREGATE BASE (8") | SY | 363 | \$15.00 | \$5,745.00 |
| 5 | ASPHALTIC BINDER COURSE-PATCH (3") | EA | 3 | \$100.00 | \$300.00 |
| 6 | ADJUST INLET/MANHOLE CASTINGS | LF | 63 | \$25.00 | \$1,575.00 |
| 7 | CONCRETE CURB & GUTTER, 30" BARRIER | EA | 1 | \$200.00 | \$200.00 |
| 8 | ADJUST WATER VALVES | SY | 1 | \$200.00 | \$200.00 |
| 9 | RESTORATION | | | | \$12,472.00 |
| | SUBTOTAL | | | | |
| | SANITARY | | | | |
| 1 | CONNECT TO EXISTING SAN MANHOLE (COREDRILL) | EA | 1 | \$1,800.00 | \$1,800.00 |
| 2 | 48" PRECAST CONCRETE MANHOLE | VF | 22 | \$240.00 | \$5,280.00 |
| 3 | CASTINGS | EA | 3 | \$750.00 | \$2,250.00 |
| 4 | 8" SANITARY SEWER | LF | 605 | \$28.00 | \$14,140.00 |
| 5 | 8"X4" WYES | EA | 7 | \$73.50 | \$514.50 |
| 6 | 4" SANITARY SERVICE | LF | 140 | \$16.00 | \$2,240.00 |
| | SUBTOTAL | | | | \$26,224.50 |
| | WATERMAIN | | | | |
| 1 | CONNECT TO EXISTING (REMOVE PLUG) | EA | 1 | \$500.00 | \$500.00 |
| 2 | HYDRANT ASS'Y (hydrant, valve & lead) | EA | 1 | \$4,700.00 | \$4,700.00 |
| 3 | 8" VALVE | EA | 1 | \$1,800.00 | \$1,800.00 |
| 4 | 8-INCH D.I. WATERMAIN, CL. 52 | LF | 469 | \$40.00 | \$18,360.00 |
| 5 | TAP AND CORPORATION STOP, 1 INCH | EA | 7 | \$150.00 | \$1,050.00 |
| 6 | CURB STOP AND BOX, 1 INCH | EA | 7 | \$200.00 | \$1,400.00 |
| 7 | WATER SERVICE, 1 INCH COPPER | LF | 140 | \$18.00 | \$2,520.00 |
| | SUBTOTAL | | | | \$30,330.00 |
| TOTAL PUBLIC IMPROVEMENT COSTS | | | | | \$69,026.50 |