City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
Ph. 608-524-6404 Fax. 608-524-8458
www.reedsburgwi.gov

COMMON COUNCIL AGENDA
MONDAY, MARCH 26, 2018
REEDSBURG CITY HALL COUNCIL CHAMBERS
7:00 P.M.

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE:

THE COUNCIL WILL RECEIVE INFORMATION ON NON-AGENDA TOPICS BROUGHT BEFORE THE COUNCIL BY MEMBERS OF THE PUBLIC. THE COUNCIL WILL NOT DISCUSS THESE TOPICS, AND WILL NOT TAKE ACTION ON ANY OF THEM AT THIS MEETING.

I. CONSENT AGENDA: (one motion to approve all Consent items)

A. Approve minutes from the Council meeting held on March 12, 2018.
B. Operator's Licenses (New) – Alyssa Rott - Location: Brewster's Lanes.
C. Operator's Licenses (New) – Keturah Kowlake - Location: J's Pub and Grill.
D. Operator's Licenses (Renew) – Samatha Larson - Location: Cenex.
E. Approve Temporary Class "B" / "Class B" Retailers Licenses: Friend of the Reedsburg Public Library – Date: Apr. 10, 2018, Location: 370 Vine Street and Operator License: David Dietz Lic.#: 2017002437.

II. MAYOR PROCLAMATIONS, PRESENTATIONS, APPOINTMENTS:

A. Tim Hallbach from the National Weather Service - City's Storm Ready Presentation.
B. Approve/Deny - Appointment of Election Poll Workers.
C. Approve/deny – Appointment Adam Kaney to the Board of Review.

III. RECOMMENDATIONS FROM BOARDS, COMMITTEES AND COMMISSIONS:

A. Ordinance: Approve/Deny duties and functions of the CDBG and Community Development Authority.

B. Planning Commission: Approve/Deny: Resolution 4322-18 – RAMC/Ridgeview Heights CSM.

C. Planning Commission: Approve/Deny: Resolution 4323-18 – Former Shell Gas Station CSM.

D. Planning Commission: Approve/Deny: Introduction, 2nd reading and hold Public Hearing on Ordinance 1864-18 an ordinance approving rezoning of parcels from B-3 to B-2.

E. Ordinance Committee: 2nd reading and hold Public Hearing on Ordinance 1865-18 an ordinance amending Chapter 34 for parades and special events.

F. Planning Commission: – Annexation Rezoning CSM.
   a. Approve/Deny: Resolution 4324-18 - Certified Survey Map.
   b. Introduction, 1st reading and setting Public Hearing for April 9, 2018 for Ordinance 1866-18 annexation ordinance to annex property into the City. (New School Site).
   c. Introduction, 1st reading and setting Public Hearing for April 23, 2018 for Ordinance 1867-18

Connect With Reedsburg

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134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
Ph. 608-524-6404 Fax. 608-524-8458
www.reedsburgwi.gov

an ordinance to rezone Parcel #030-0362-00000 – E6977 E Reedsburg Road, Reedsburg WI. as governmental zoning.

G. Public Works: Approve/Deny 2018 Public Works Projects. Award bids to lowest bidders.

IV. GENERAL BUSINESS:

A. Consider Development Agreement between the City Reedsburg Hardwoods and Meister Log & Lumber Co. Resolution 4326-18

B. Clean Water Fund Loan (CWFL) bonds proceeds

1. Resolution 4327-18

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO $1,519,666 SANITARY SEWERAGE SYSTEM REVENUE BONDS, SERIES 2018, AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO, AND APPROVAL OF RELATED $2,169,666 FINANCIAL ASSISTANCE AGREEMENT.

2. Resolution 4328-18

RESOLUTION TO AUTHORIZE AMENDMENTS TO THE 2018 WASTE WATER FUND BUDGET.

C. Consider the Development Agreement between the School District, City and Courtyard. Resolution 4329-18

V. CITY ADMINISTRATOR REPORTS:

A. Monthly City Administrator Report.

VI. COMMISSION, COMMITTEE, BOARD AND STAFF REPORTS: (2nd Meeting of the Month)

Ordinance Committee (2nd Meeting – Held Prior to CC)

Airport Commission	Ethics Committee *
Arts Committee	Room Tax Commission *
Community Development Authority	Reedsburg Arts Committee *
Historical Preservation Commission	Reedsburg Industrial Commercial Dev. Commission*
Park and Recreation Committee	Public Safety Committee *
Plan Commission	Police and Fire Commission *
Public Works Committee	Zoning Board *
Utility Commission	

'*' Report out at next City Council meeting following most recently held Commission, Committee or Board meeting

VII. OFFICE OF THE MAYOR:

A. Upcoming Community Events

VIII. ADJOURN

Posted: March 22, 2018

Last Resolution: 4329-18 Last Ordinance: 1867-18

The City of Reedsburg does not discriminate on the basis of disability in the admissions or access to, or treatment of or employment in, its programs or activities. Disability-related aids or services, including printed information in alternate formats, to enable persons with disabilities to participate in public meetings and programs are available by calling (608) 524-6404. To be able to meet the needs of a request for a different format contact the City Clerk-Treasurer at 134 S. Locust Street, Reedsburg, WI at least 48 hours prior to the commencement of the meeting so that any necessary arrangements can be made to accommodate each request.

City of Reedsburg Meeting of the Common Council
March 12, 2018

Present: Mayor Dave Estes; Aldermen Craig Braunschweig, Jason Schulte, Mike Gargano, Calvin Craker, Phil Peterson, Jim Heuer, Dave Knudsen, and Brandt Werner.

Absent: Alderman Moon.

Others Present: Stephen Compton, Jacob Crosetto, Brian Duvalle, Sue Ann Kucher, Jim Gerlach, Derek Horkan, Citizens, Press.

Mayor Estes called the regular session of the Common Council to order at 7:00 p.m. in the Common Council Chambers.

Approve Consent Agenda: consisting the minutes from the Council meeting held on February 26, 2018; February 2018 Bills; February 2018 Building Permit Report; Operator's Licenses for Langer and Garcia; Parade/Special Event Permit for Butterest on June 16, 2018 – Time 10:00 a.m. to 12:00 p.m., Location – Staring North Pine and Main Street and Ending at Webb Middle School.

Motion: Knudsen, Second: Craker to approve the items on the consent agenda. Motion carried 8-0.

MAYOR PROCLAMATIONS, PRESENTATIONS, AND APPOINTMENTS:

A. Proclamation – Mason McMillen – Wisconsin State Wrestling Champion.
   a. **Mayor Estes read a proclamation congratulating Mason McMillen as the Wisconsin State Wrestling Champion.**

B. Police Department – Wisconsin Law Enforcement Accreditation Group Inc.
   a. **City Administrator Compton briefed the Council on the success of the WILEAG accreditation process and commending Chief Becker for his leadership.**

C. Approve/Deny - Appointment of Election Poll Workers.
   a. **City Clerk-Treasurer Crosetto presented additions to the approved poll workers.**
   b. **Motion: Heuer, Second: Braunschweig to approve the additions. Motion carried 8-0.**

RECOMMENDATIONS FROM BOARDS, COMMITTEES AND COMMISSIONS:

A. Finance Committee: Approve/Deny: Webb Fund Application: Reedsburg Area Community Choir.
   a. **Motion: Heuer, Second: Peterson to approve the RACC Webb Fund application as recommended by Finance Committee. Motion carried 8-0.**

B. Public Works Committee: Approve/Deny: Resolution 4320-18 – Sidewalk Repair Program.
   a. **Motion: Schulte, Second: Craker to approve Resolution 4320-18 as presented. Motion carried 8-0.**

C. Planning Commission: Approve/Deny: 2nd reading and hold public hearing on Ordinance 1856-18 an ordinance rezoning and Certified Survey Map for Reedsburg Area Medical Center property

and North Park.

a. **Motion: Peterson, Second: Schulte to approve Ordinance 1856-18 as presented. Motion carried 8-0 on a roll call vote.**

Motion to adjourn by Heuer with a second from Gargano. Motion carried 8-0.

Meeting adjourned at 7:23 p.m.

Respectfully submitted,

Jacob Crosetto
City Clerk-Treasurer

Operator License Application

(Pursuant to Reedsburg Ordinance, Section 12.01)

☒ New ☐ Renewal ☒ Provisional - $15.00 ☒ Operator Fee - $50.00 ☐ Operator Fee - $25.00
[eff. July of even-numbered years]

Office Use Only | License #2018003662 | Provisional #2018003662 | **Fee Is Non-Refundable**

Filling out your application

- An Operator License is a privilege, not a right. **Any false answers or omissions may result in the denial of your application.**
- This application must be filled out accurately and completely.
- If you have any doubt as to whether to include the facts of a specific incident it is recommended that you disclose the information.
- If you are unsure about how to respond to any questions on this form, check with the City Clerk for clarification.
- Your application will not be processed until you deal with outstanding warrants.
- You can obtain information regarding your arrest and conviction record from the police department, the court with which you interacted, or the Wisconsin Circuit Court Access website at www.wcca.wicourts.gov/index.xsl (CCAP *may not provide a comprehensive list of ALL arrests and convictions*).

Review of your application

- The Reedsburg Police Department will perform a background check to verify that the information you have provided is complete and accurate.
- If there are concerns about your arrest and/or conviction record as it relates to your application, or if it appears that you falsified or omitted information from your application, you may be called to appear before the Ordinance Committee.
- If you are asked to appear but choose not to do so, your application may be denied.
- *Meetings of the Ordinance Committee are open to the public.*

Last Name	First Name	M.I.	E-Mail Address
Rott	Alyssa	J	alyssarott97@gmail.com

Residence: Street Address	City	State	Zip
501 Clark St.	Reedsburg	WI	53959

Phone	Date of Birth	Birth Place (City, State)	Race	Sex	Height	Weight	Hair	Eyes
608-415-0152	[illegible]	Mauston WI	W	F	5'7"	150	Bld	Blue

Driver's License Number (State & Number)	Place of Employment	Contact Person & phone number
WI [illegible]	Brewster's Lanes	Julie Bill 608-524-2276

Other names, aliases or birth dates ever used

Cities and States lived in since age 18, including where you now reside:	From:	To:
Ironton WI	2005	2012
Reedsburg WI	2012	current
Union Center WI	2016	2017
Wisconsin Dells WI	2016	2016

Indicate whether you are a U.S. Citizen, U.S. Alien, or Temporary Resident
☒ U.S. Citizen ☐ Alien ☐ Temporary Resident (employment number)

Arrest and Conviction Record

Since your 17th birthday, have you ever been convicted of a felony or misdemeanor? (Including criminal traffic offenses)	☐ Yes	☒ No
As a juvenile, were you ever waived into adult court and convicted of a felony or misdemeanor?	☐ Yes	☒ No
Have you ever been convicted by a military court-martial?	☐ Yes	☒ No
Have you ever been convicted of disorderly conduct that involved violence against another person?	☐ Yes	☒ No

Continue on Reverse Side

List Any Pending Criminal Charges, Citations or Tickets				
Year	**Location** NA	**Charge**	At the time of incident were you under the influence of alcohol and/or other drugs?	Did the incident occur in or around an establishment that serves alcohol?

List All Criminal Convictions, Municipal/Ordinance Violations, Citations and Tickets (Excluding Parking Tickets)				
Year	**Location**	**Charge**	At the time of incident were you under the influence of alcohol and/or other drugs?	Did the incident occur in or around an establishment that serves alcohol?
2017	Bronco Billy's Bar	Underage possession/Consume	yes	yes
2016	Dane County	Speeding - 65 in a 55	no	no

Application must be notarized.

The undersigned affirms that he/she made complete and true answers to each question and understands that his/her past record will become part of this application and that the applicant applying for an Operator License is a Wisconsin resident.

Subscribed and sworn before me

This 16th day of March, 20 18

Darlene M Wohling
Notary Public

Alyssa Dutt
Applicants Signature

My Commission expires 1-14-22

Approved by the Common Council on _____ Initials _____

To be filled out by the Reedsburg Police Department

- ☐ Subject has no Criminal Arrest Record with either the Wisconsin State Crime Bureau of with the Reedsburg Police Department
- ☐ Files indicate that subject has the attached Criminal Arrest Record

Reedsburg Police Department Authorized Signature

3-19-2018
Date

Certificate # 7091713

Texas Alcoholic Beverage Commission

Seller Training Certification

Alyssa Rott

Trainee's Name

has completed a TABC approved Seller Training Program.

Seller Training School TABC Approved 454-508

Expiration date: 11/30/2019

2 years from date of issue

Caleb Smith

Trainer Signature

Operator License Application

(Pursuant to Reedsburg Ordinance, Section 12.01)

☒ New ☐ Renewal ☒ Provisional - $15.00 ☒ Operator Fee - $50.00 ☐ Operator Fee - $25.00
[eff. July of even-numbered years]

Office Use Only	License #2018003661	Provisional #2018003661	Fee Is Non-Refundable

Filling out your application

- An Operator License is a privilege, not a right. **Any false answers or omissions may result in the denial of your application.**
- This application must be filled out accurately and completely.
- If you have any doubt as to whether to include the facts of a specific incident it is recommended that you disclose the information.
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- Your application will not be processed until you deal with outstanding warrants.
- You can obtain information regarding your arrest and conviction record from the police department, the court with which you interacted, or the Wisconsin Circuit Court Access website at www.wcca.wicourts.gov/index.xsl (CCAP *may not provide a comprehensive list of ALL arrests and convictions*).

Review of your application

- The Reedsburg Police Department will perform a background check to verify that the information you have provided is complete and accurate.
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- If you are asked to appear but choose not to do so, your application may be denied.
- *Meetings of the Ordinance Committee are open to the public.*

Last Name	First Name	M.I.	E-Mail Address
Kowalke	Keturah	HF	kthattiefaith@gmail.com

Residence: Street Address	City	State	Zip
214 Blake St #4	Baraboo	WI	53913

Phone	Date of Birth	Birth Place (City, State)	Race	Sex	Height	Weight	Hair	Eyes
608-963-8592		Reedsburg, WI	white	f	5' 4"	150	brown	gray

Driver's License Number (State & Number)	Place of Employment	Contact Person & phone number
[illegible] I	J's Pub & Grill	Ronda Wilke-Ostrander 608-963-7333

Other names, aliases or birth dates ever used
Katie

Cities and States lived in since age 18, including where you now reside:	From:	To:
Wisconsin		present

Indicate whether you are a U.S. Citizen, U.S. Alien, or Temporary Resident
☒ U.S. Citizen ☐ Alien ☐ Temporary Resident (employment number)

Arrest and Conviction Record

Since your 17th birthday, have you ever been convicted of a felony or misdemeanor? (Including criminal traffic offenses)	☐ Yes	☒ No
As a juvenile, were you ever waived into adult court and convicted of a felony or misdemeanor?	☐ Yes	☒ No
Have you ever been convicted by a military court-martial?	☐ Yes	☒ No
Have you ever been convicted of disorderly conduct that involved violence against another person?	☐ Yes	☒ No

Continue on Reverse Side

List Any Pending Criminal Charges, Citations or Tickets				
Year	**Location**	**Charge**	At the time of incident were you under the influence of alcohol and/or other drugs?	Did the incident occur in or around an establishment that serves alcohol?
	N/A			

List All Criminal Convictions, Municipal/Ordinance Violations, Citations and Tickets (Excluding Parking Tickets)				
Year	**Location**	**Charge**	At the time of incident were you under the influence of alcohol and/or other drugs?	Did the incident occur in or around an establishment that serves alcohol?
	N/A			

Application must be notarized.

The undersigned affirms that he/she made complete and true answers to each question and understands that his/her past record will become part of this application and that the applicant applying for an Operator License is a Wisconsin resident.

Subscribed and sworn before me
This 14th day of March, 2018

Anita M. Young
Notary Public

Robert Kendall
Applicants Signature

My Commission expires 11-03-2021

Approved by the Common Council on _____ Initials _____

To be filled out by the Reedsburg Police Department

☑ Subject has no Criminal Arrest Record with either the Wisconsin State Crime Bureau of with the Reedsburg Police Department
☐ Files indicate that subject has the attached Criminal Arrest Record

MB
Reedsburg Police Department Authorized Signature

3-19-2018
Date

Congratulations!

You have successfully completed the ServSafe Alcohol® Responsible Alcohol Service Training and Certification Program. This is your official ServSafe Alcohol Certification Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,

Sherman Brown

Sherman Brown
Senior Vice President, National Restaurant Association Solutions

In Alaska you must laminate your card for it to be valid.

ServSafe
National Restaurant Association

ID # 15418117
CARD # 16171549

ServSafe Alcohol® CERTIFICATE

KETURAH KOWALKE
NAME

3/13/2018
DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.
Complies with WI State Stats. s.125.04(5) (a) 5 & s.125.17(6) & s.134.66

This certificate confirms completion of the **ServSafe Alcohol®** responsible alcohol service program.

Sherman Brown
Senior Vice President, National Restaurant Association Solutions

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NATIONAL RESTAURANT ASSOCIATION

NOTE: You can access your score and certification information anytime at ServSafe.com with the class number provided on this form.

Please make a copy of your ServSafe Alcohol Certificate blue card for your records. Replacement copies can be obtained for a fee by completing the Certificate and Score Release Request Form available at ServSafe.com.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.

175 West Jackson Boulevard, Suite 1500
Chicago, IL 60604-2814
1.800.SERV-SAFE
312.715.1010 In the Chicago area
ServSafe.com

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Recycled Paper

Operator License Application

(Pursuant to Reedsburg Ordinance, Section 12.01)

□ New ☒ Renewal ☒ Provisional - $15.00 ☒ Operator Fee - $50.00 □ Operator Fee - $25.00

Pd cash 03 13-18 Pd cash 03-13 18 *[eff. July of even-numbered years]*

Office Use Only	License # 201800 3519	Provisional # 201800 3519	Fee Is Non-Refundable

Filling out your application

- An Operator License is a privilege, not a right. **Any false answers or omissions may result in the denial of your application.**
- This application must be filled out accurately and completely.
- If you have any doubt as to whether to include the facts of a specific incident it is recommended that you disclose the information.
- If you are unsure about how to respond to any questions on this form, check with the City Clerk for clarification.
- Your application will not be processed until you deal with outstanding warrants.
- You can obtain information regarding your arrest and conviction record from the police department, the court with which you interacted, or the Wisconsin Circuit Court Access website at www.wcca.wicourts.gov/index.xsl (CCAP *may not provide a comprehensive list of ALL arrests and convictions*).

Review of your application

- The Reedsburg Police Department will perform a background check to verify that the information you have provided is complete and accurate.
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- If you are asked to appear but choose not to do so, your application may be denied.
- *Meetings of the Ordinance Committee are open to the public.*

Last Name	First Name	M.I.	E-Mail Address
Larson	Samatha	R	samatha.larson@icloud.com

Residence: Street Address	City	State	Zip
284 E. Main St, Apt 1	Reedsburg	WI	53959

Phone	Date of Birth	Birth Place (City, State)	Race	Sex	Height	Weight	Hair	Eyes
608 495 9541		Baraboo, WI	W	F	5'4"	175	Brn	Grn

Driver's License Number (State & Number)	Place of Employment	Contact Person & phone number
	Cenex	Derreck 715-213-9436

Other names, aliases or birth dates ever used

Cities and States lived in since age 18, including where you now reside:	From:	To:
Reedsburg, WI	'89	'18
Richland Center, W	'89	'05
Lone Rock, WI	'89	'05

Indicate whether you are a U.S. Citizen, U.S. Alien, or Temporary Resident

☒ U.S. Citizen □ Alien □ Temporary Resident (employment number)

Arrest and Conviction Record

Since your 17th birthday, have you ever been convicted of a felony or misdemeanor? (Including criminal traffic offenses)	☒ Yes	□ No
As a juvenile, were you ever waived into adult court and convicted of a felony or misdemeanor?	□ Yes	☒ No
Have you ever been convicted by a military court-martial?	□ Yes	☒ No
Have you ever been convicted of disorderly conduct that involved violence against another person?	□ Yes	☒ No

Continue on Reverse Side

List Any Pending Criminal Charges, Citations or Tickets

Year	Location	Charge	At the time of incident were you under the influence of alcohol and/or other drugs?	Did the incident occur in or around an establishment that serves alcohol?
N/A	N/A	N/A	N/A	N/A

List All Criminal Convictions, Municipal/Ordinance Violations, Citations and Tickets (Excluding Parking Tickets)

Year	Location	Charge	At the time of incident were you under the influence of alcohol and/or other drugs?	Did the incident occur in or around an establishment that serves alcohol?
'17	Reedsburg	OWI - 2nd	YES	NO
'17	Reedsburg	operating w/o insur.	NO	NO
'17	Reedsburg	Non-registration	NO	NO
'07	Lake Delton	retail theft	NO	NO
'07	Reedsburg	take veh. w/o owners consent	NO	NO

Application must be notarized.

The undersigned affirms that he/she made complete and true answers to each question and understands that his/her past record will become part of this application and that the applicant applying for an Operator License is a Wisconsin resident.

Subscribed and sworn before me
This 13th day of March, 2018

Anita M. Young
Notary Public

Samantha Jackson
Applicants Signature

My Commission expires 11-03-21

Approved by the Common Council on _____ Initials _____

To be filled out by the Reedsburg Police Department

- ☐ Subject has no Criminal Arrest Record with either the Wisconsin State Crime Bureau of with the Reedsburg Police Department
- ☐ Files indicate that subject has the attached Criminal Arrest Record

MB
Reedsburg Police Department Authorized Signature

3-19-2018
Date

#5: Do not substantially relate to License Activity.

SERVERlicense.com

Wisconsin Responsible Beverage Server Training

Samatha Larson

has met all training requirements and successfully completed the above course and/or exam.

Date of Completion: 08/23/2016

Kelly Bailey

Authorized Signature

ServerLicense.com is approved by the Wisconsin Department of Revenue and fully complies with statutes 125.04 and 125.17. Present this certificate to your local municipal clerk's office to receive your Operator's or Retail license.

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE $ 10.00 Application Date: 3-5-18

☐ Town ☐ Village ☒ City of REEDSBURG County of SAUK

The named organization applies for: *(check appropriate box(es).)*

☑ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 4/10/18 6pm and ending 4/10/18 8pm and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization *(check appropriate box)* → ☑ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization ☐ Veteran's Organization ☐ Fair Association

(a) Name Friends of the Reedsburg Public Library

(b) Address 370 Vine St Reedsburg WI
(Street) ☐ Town ☐ Village ☑ City

(c) Date organized

(d) If corporation, give date of incorporation 5-8-1996

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☑

(f) Names and addresses of all officers:
President Dena Gillman
Vice President Betty Walsh
Secretary Julie Yoxx
Treasurer Michael Gargano

(g) Name and address of manager or person in charge of affair: Kris Houtker - 420 N. Park St Reedsburg WI 53959

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 370 Vine Street

(b) Lot Block

(c) Do premises occupy all or part of building? all

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event Author Event: The State of Craft Beer with Matthew Jaszka

(b) Dates of event

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Friends of the Reedsburg Public Library
(Name of Organization)

Officer Debra Gillman 3/7/18
(Signature/date)

Officer
(Signature/date)

Officer Michael Gargano 3/7/18
(Signature/date)

Officer
(Signature/date)

Date Filed with Clerk 3-9-18

Date Reported to Council or Board

Date Granted by Council

License No. 3659/pd

AT-315 (R. 6-16) Wisconsin Department of Revenue

Additional Information

May be Granted and Issued only to:

(1) Bona fide clubs.

(2) State, county, or local fair associations, or agricultural societies.

(3) Churches, lodges, or societies that have been in existence for at least 6 months prior to the date of application.

(4) Posts of veterans organizations.

(5) Chambers of commerce or similar civic or trade organizations organized under ch. 181, Wis. Stats.

Application:

(1) Filing: In writing, for each event, on Form AT-315.

(2) The local licensing authority may act on application or authorize an official or body of the municipality to issue the license. (ss. 125.26(1) and 125.51(1)(a), Wis. Stats.)

(3) The written application shall be filed with the clerk of the municipality in which premises are located:

Class "B" (Beer):

a. The governing body shall establish any waiting period before granting of a license for events lasting less than 4 days (s. 125.04(3)(f), Wis. Stats.)

b. At least 15 days prior to the granting of the license for events lasting 4 or more days.

"Class B" (Wine):

The application shall be filed with the clerk of the local municipality in which the event will be held at least 15 days prior to the granting of the license.

(4) Seller's Permit: Sec. 77.54 (7m), Wis. Stats., provides an exemption from Wisconsin sales and use taxes relating to certain sales by a nonprofit organization. Check the box if your organization qualifies for the exemption and therefore is not required to hold a seller's permit.

(5) Publication: Not required.

Fee: Determined by the municipality, but may not exceed $10. (Exception: No additional fee may be charged if organization is applying for both a Temporary Class "B" and a Temporary "Class B" license for the same event.)

Duration: The day, or consecutive days, that the specified event is in progress. A municipality may issue up to 20 licenses to the same licensee for a single event, if each license is issued for the same date and time.

Restrictions:

(1) License may not be issued to individuals.

(2) Licenses to organizations, other than ex-servicemen's organizations, can be issued only for a picnic or similar gathering. They may not be issued for business or social meetings of the organization.

(3) Licenses for club or organization meetings may be issued only to ex-servicemen's posts.

(4) License may cover either a specified area or the entire picnic grounds.

(5) License issued to a county or district fair must cover the entire fairground (ss. 125.26(6) and 125.51(10), Wis. Stats.)

(6) No license to clubs having any indebtedness to any wholesaler for more than 15 days for beer (s. 125.33(7), Wis. Stats.) and 30 days for wine (s. 125.69(4)(b), Wis. Stats.)

(7) Licensed operator(s) must be present at all times (ss. 125.26(6), 125.32(2) - Beer; 125.51(10), 125.68(2) - Wine; 125.17)

(8) The licensed club, club members, or any other persons are not permitted to possess intoxicating liquor on licensed premises on the Temporary Class "B"/"Class B" licensed picnic area. (s. 125.32(6), Wis. Stats.)

(9) Not more than 2 wine licenses may be issued to any club, county or local fair association, agricultural association, church, lodge, society, chamber of commerce or similar civic or trade organization or veterans' post in any 12 month period. A municipality may issue up to 20 wine licenses to the same licensee if: 1) each license is issued for the same date and times, 2) the licensee is the sponsor of an event held at multiple locations within the municipality on this date and at these times, 3) an admission fee is charged for participation in the event and no additional fee is charged for service of alcohol beverages at the event, and 4) within the immediately preceding 12-month period, the municipality has issued these multiple licenses for fewer than 2 events. In addition, each event for which multiple licenses are issued shall count as one license toward the 2-license limit.

(10) Licensed organizations must purchase their product from a licensed wholesaler.

NOTE: Most coolers presently on the market have a fermented malt beverage base allowing sale under a beer license, e.g. Bartles and James, Seagrams, etc.

Board of Trustees for the Reedsburg Public Library

- Kate Campbell, Treasurer
- Heidi Feller
- Tom Geimer
- Nancy Lukes, School District Appointee
- Joleen McBride, President
- David Moon, Vice President
- Stephen Balda

Signatures will be obtained at the upcoming Library Board Meeting on March 8.

OPERATOR'S LICENSE $50.00

No. 2017002437

WHEREAS, the local governing body of the CITY OF REEDSBURG, County of Sauk, WISCONSIN has, upon application duly made and authorized the issuance of an Operator's License to

DIETZ, DAVID
E5882 LAVALLE STREET
REEDSBURG WI 53959

AND WHEREAS, the said applicant has paid to the treasurer the sum of $50.00 as required by local ordinances and has complied with all the requirements necessary for obtaining such license;

NOW THEREFORE, An Operator's License, pursuant to Section 125.32 (2) and 125.68(2) of the WISCONSIN Statutes, and Local ordinances, is hereby issued to the said application for the period from 07/01/2017 to 06/30/2019 or when an operator's license is issued to the holder. Given under my hand and the corporate seal of the CITY OF REEDSBURG on 07/01/2017.

JACOB CROSETTO, CLERK-TREASURER

City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
Ph. 608-524-6404 Fax. 608-524-8458
www.reedsburgwi.gov

STAFF REPORT **AGENDA ITEM:** II-A

To: City Council
By: Joshua Kowalski, Amb. Director/Emergency Service Director
Through: Stephen P. Compton, City Administrator
Date of Meeting: March 26, 2018

Subject: Presentation - StormReady Community

BACKGROUND

Being part of a Weather-Ready Nation is about preparing for your community's increasing vulnerability to extreme weather and water events. Americans live in the most severe weather-prone country on Earth. You can make sure your community is **StormReady®**. Some 98 percent of all Presidentially declared disasters are weather related, leading to around 500 deaths per year and nearly $15 billion in damage. The StormReady program helps arm America's communities with the communication and safety skills needed to save lives and property--before, during and after the event. StormReady helps community leaders and emergency managers strengthen local safety programs.

StormReady communities, counties, Indian nations, universities and colleges, military bases, government sites, commercial enterprises and other groups are better prepared to save lives from the onslaught of severe weather through advanced planning, education and awareness. No community is storm proof, but StormReady can help communities save lives.

StormReady uses a grassroots approach to help communities develop plans to handle all types of severe weather—from tornadoes to tsunamis. The program encourages communities to take a new, proactive approach to improving local hazardous weather operations by providing emergency managers with clear-cut guidelines on how to improve their hazardous weather operations. Applying is easy. To be officially StormReady, a community must:

- Establish a 24-hour warning point and emergency operations center
- Have more than one way to receive severe weather warnings and forecasts and to alert the public
- Create a system that monitors weather conditions locally
- Promote the importance of public readiness through community seminars
- Develop a formal hazardous weather plan, which includes training severe weather spotters and holding emergency exercises.

Tim Hallbach from the National Weather Service will present to the City Council the program and talk about what storm ready means to the City.

FINANCIAL IMPACT

This is no financial Impact.

STAFF RECOMMENDATION

Receive and File

City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
Ph. 608-524-6404 Fax. 608-524-8458
www.reedsburgwi.gov

STAFF REPORT **AGENDA ITEM:** II-B

To: City Council
By: Jacob Crosetto, City Clerk/Treasurer
Through: Stephen P. Compton, City Administrator
Date of Meeting: March 26, 2018

Subject: Election Poll Workers

BACKGROUND AND REQUEST

The Wisconsin Elections Commission encourages all private citizens to vote and to become involved in the election process. One of the most rewarding ways to do this is to become an Election Day poll worker (or "Election Inspector" as the position is formally called). Citizen involvement is essential to conduct open, accurate and fair elections in Wisconsin.

Poll workers (election inspectors) conduct assigned duties at a polling site on Election Day. Duties can include issuing ballots to registered voters, registering voters, monitoring the voting equipment, explaining how to mark the ballot or use the voting equipment or counting votes.

ANALYSIS/ FINANCIAL IMPACT

Funding for Election Poll Workers has been placed into the FY 2018 Budget.

STAFF RECOMMENDATION

Staff recommends the approval of the Election Poll Worker listed below:

George Johnson

Citizen Participation Packet/Application

Dear Mayor and Members of the City Council, Date: 3-19-18
I am a City of Reedsburg resident and interested in serving on the following boards, commissions or committees.

Please place a "X" in the box for the committees for which you are interested:

Committees	X
Airport Commission – manages the Reedsburg Airport	
Block Grant Committee – provides housing and small business loans	
Board of Review – considers appeals of property assessments	X
Board of Zoning Appeals – considers hardship variances to the Zoning and Building Codes	
City Plan Commission – plans and manages the growth and development of the City and extraterritorial areas	
Community Development Authority – economic development body of the City, works on redevelopment of properties for economic development	
Ethics Committee – advise employees and elected officials about application of the ethics code	
Finance Committee – review bills, set financial policies	
Historic Preservation Committee – advise the Mayor and City Council regarding historic properties	
Industrial Development Commission – direct development of Reedsburg's Industrial areas	
Library Board – manage the library	
Ordinance Committee – advise the Mayor and City Council about new laws and review applications for various licenses	
Parks and Recreation Committee – advise on the operation of park, recreation and forestry programs	
Personnel Committee – set personnel policies, participate in labor negotiations	
Police and Fire Commission – civil service body for the Police and Fire Departments	
Public Safety Committee – advises the Mayor and Common Council on matters regarding the Police, Fire, Ambulance and Emergency Management Departments	
Public Works – advise the Mayor and City Council about streets, sidewalks, wastewater treatment plant and other facilities	
Room Tax Commission – manage the room tax funds for tourism promotion and development	
Utility Commission – manages the water, electrical & telecommunications utility	

Name: Adam Kaney **Telephone:** (608) 963-2025

Address: 924 E. Main St, **Reedsburg, WI 53959** **Email:** adam@ikdesignstudio.com

Qualifications/Special Interest: Interested in Board of Review

Return this application to: **Mayor's Office**
City of Reedsburg
134 S. Locust St., PO BOX 490
Reedsburg, WI 53959-0490

For more information call City Hall 608-524-6404 or email us at cityhall@ci.reedsburg.wi.us

jjc/citizen app

City of Reedsburg
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www.reedsburgwi.gov

STAFF REPORT **AGENDA ITEM:** III-A

To: Ordinance Committee, Mayor and Common Council
Prepared By: Jacob Crosetto, City Clerk-Treasurer
Through: Stephen P. Compton, City Administrator
Date of Meeting:
Subject: Merging Community Development Authority and CDBG Funding

BACKGROUND

In 2017, the City of Reedsburg decided to contract with MSA Professional Services for the CDBG needs of the City. MSA provides administrative services to the City for all uses of our Revolving Loan Fund (RLF).

ANALYSIS

As part of the agreement with MSA, the City is still responsible for examining all studies, reports, sketches, estimates, and proposals – but only after presentation by MSA. The City also retains the responsibility for legal and audit services associated with federal and state regulations relating to CDBG. As a result of the increased amount of work by MSA, it was determined that the need for a CDBG committee no longer exists. The City Clerk-Treasurer and MSA Manager have met multiple times to determine what structure is best for the committee and it was determined that the CDA committee would be most appropriate for the review process.

FINANCIAL IMPACT

There is no financial impact to this change.

STAFF RECOMMENDATION

Staff is recommending that the City's CDBG committee be disbanded and the duties of the committee, as per the MSA contract, be absorbed into the Community Development Authority.

ATTACHMENTS:

1. Current Ordinances Chapter 1.102 CDA and 1.110 Special Advisory Bodies
2. Draft Meeting Agenda

City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
Ph. 608-524-6404 Fax. 608-524-8458
www.reedsburgwi.gov

Attachment 1. Current Ordinance

1.102 COMMUNITY DEVELOPMENT AUTHORITY
The Community Development Authority is created pursuant to Wis. Stat. sec. 66.1335. The authority shall have seven members. Two of the commissioners shall be members of the Common Council and shall serve during their terms as council members. Five of the commissioners shall serve staggered terms of four years. The commissioners shall be appointed by the mayor, subject to confirmation by the Common Council. The mayor shall designate the chair of the authority.

1.110 SPECIAL/ADVISORY BODIES
(1) In addition to the foregoing boards, commissions and authorities, the mayor, with the approval of the council, may, from time to time, create such additional special/advisory bodies as needed. Such bodies shall be established and governed by resolution; except that, any such body which is expected to have a duration of one year or more shall be established and regulated by ordinance in this code section.

(2) Community Development Block Grant Committee

(A) The Community Development Block Grant Committee shall have seven members. One of the members shall be a member of the Common Council appointed annually by the mayor and confirmed by the council. The six public members of the committee shall be appointed by the mayor and confirmed by the council and shall serve staggered terms of three years.

(B) The committee shall be an advisory committee to the mayor, council, community development authority and city staff regarding community development issues. The committee shall have membership consistent with state and federal housing and community development rules. The committee shall have responsibility of approving loans from the housing assistance and economic development revolving loan fund as authorized and delegated by the council. The administration of loans shall be consistent with state and federal grant and loan regulation.

City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
Ph. 608-524-6404 Fax. 608-524-8458
www.reedsburgwi.gov

Attachment 3. Draft Agenda

COMMUNITY DEVELOPMENT AUTHORITY AGENDA

Tuesday, February 20, 2018
6:00 PM
Reedsburg City Hall
134 S. Locust St.

CALL TO ORDER
APPROVAL OF MINUTES:

A. CDA Minutes - Subcommittee - Month , 2018

THE AUTHORITY WILL RECEIVE INFORMATION ON NON-AGENDA TOPICS BROUGHT BEFORE THE AUTHORITY BY MEMBERS OF THE PUBLIC. THE COMMITTEE WILL NOT DISCUSS THESE TOPICS, AND WILL NOT TAKE ACTION ON ANY OF THEM AT THIS MEETING

I. GENERAL BUSINESS:
   A. CDA - Financial Report
   B. CDBG Presentations (if necessary)
   C. .
   D. .
   E. .
   F. Updates on CDA projects.

ADJOURN

Notice is hereby given that a majority of the members of the Common Council may attend this meeting to gather information about a subject over which the Common Council has decision-making responsibility. If a quorum of the Common Council attends this meeting, no action will be taken by the Common Council at this meeti

Posted Date: , 2018

Any person who has a qualifying disability as defined by the American With Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format must contact the City Clerk at 524-6404, 134 S. Locust Street, Reedsburg, WI at least 48 hours prior to the commencement of the meeting so that any necessary arrangements can be made to accommodate each request.

City of Reedsburg
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STAFF REPORT

AGENDA ITEM: III-B

To: Mayor and Common Council
Prepared By: Brian Duvalle, Planning and Building
Thru: Stephen P. Compton, City Administrator
Date of Meeting: March 26, 2018

Subject: RAMC/Ridgeview Heights CSMs; Resolution 4322-18

BACKGROUND AND REQUEST

APPLICANT: Vierbicher Associates
LOCATION: 2110 Ridgeview Dr; Parcel #s 2583, 2586, 1930-012
ZONING: R-3 Residential
PROPOSED LAND USE CHANGE: Certified Survey Map (CSM)
DESCRIPTION OF PROPERTY/IMPROVEMENTS: CSM to divide existing parcels (see attached preliminary survey).

ANALYSIS

According to Vierbicher, there is a State requirement that limits the individual acreage of how much these LLCs can own. Dividing the parcels this way will allow them to be in compliance. The lot line setbacks will conform to existing zoning requirements and street frontage has been added.

STAFF RECOMMENDATION

The Plan Commission recommends approval.

FINANCIAL IMPACT

N/A

ATTACHMENTS

Resolution 4322-18, CSM

RESOLUTION
(Certified Survey Map – RAMC/Ridgeview Heights – Parcel #s 1930-012, 2583, 2586)

File No. 4322-18

Resolved, that the Certified Survey located in the City of Reedsburg is hereby approved by the Common Council of the City of Reedsburg.

STATE OF WISCONSIN)
COUNTY OF SAUK)

I hereby certify that the foregoing resolution is a true, correct and complete copy of a resolution duly and regularly passed by the Common Council of the City of Reedsburg on the 26th day of March, 2018, and that said resolution has not been repealed or amended, and is now in full force and effect.

Dated this 27th day of March, 2018.

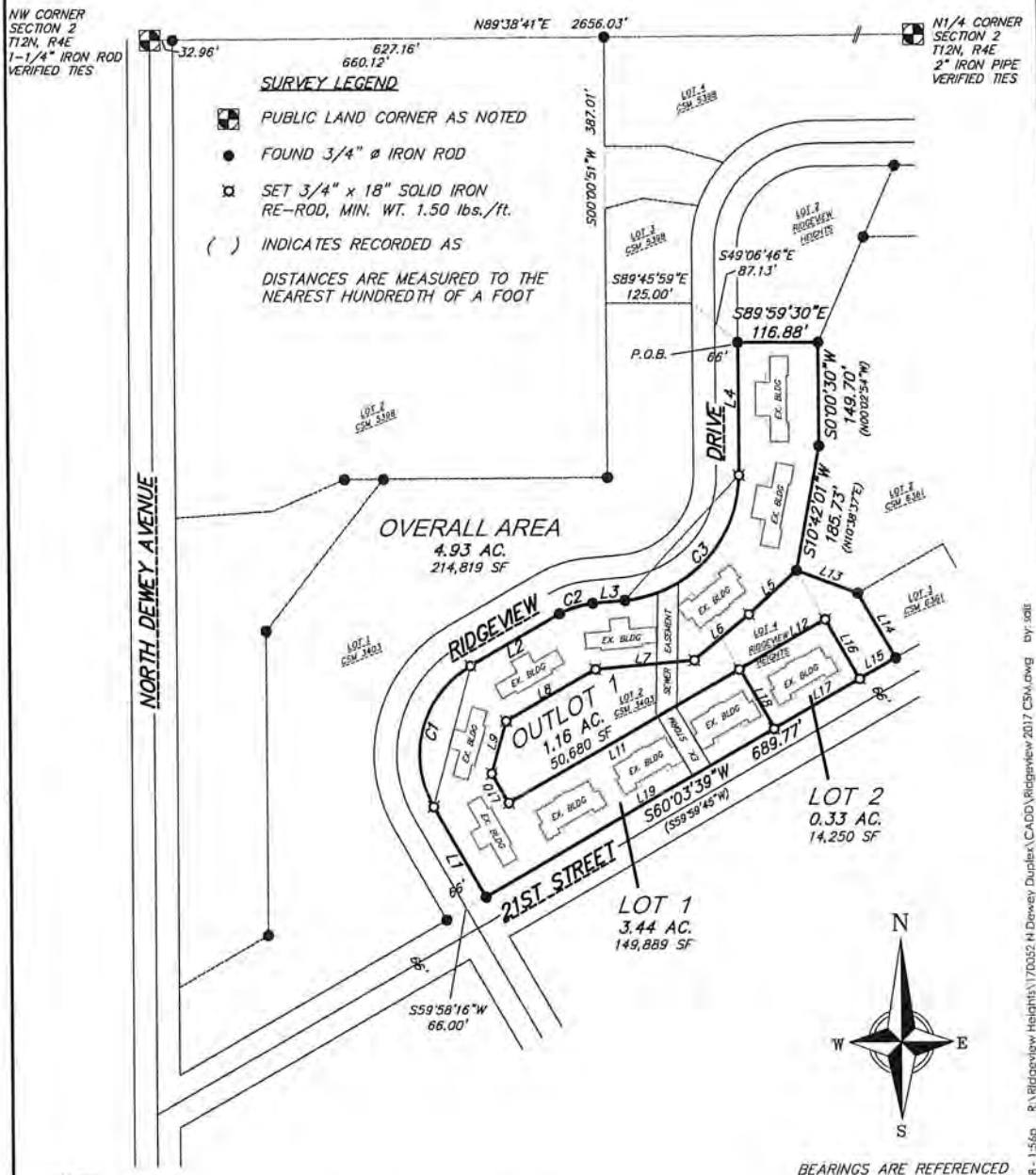
_____
Jacob Crosetto
City Clerk

CERTIFIED SURVEY MAP No._____

LOT 2 OF SAUK COUNTY CERTIFIED SURVEY MAP 3403, & LOT 4 OF RIDGEVIEW HEIGHTS, ALL LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 02, TOWNSHIP 12 NORTH, RANGE 04 EAST, CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN

0 200 400

SCALE: 1" = 200'



NOTE:

ALL EXISITNG EASEMENT AS SHOWN ON CSM #3403, CSM #5398 AND THE PLAT OF RIDGEVIEW HEIGHTS ARE TO REMAIN. NO NEW EASEMENTS ARE CREATED AS PART OF THIS SURVEY.

BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 02, MEASURED AS BEARING N89°38'41"E

22 Feb 2018 - 1:56p R:\Ridgeview Heights\170052 N Dewey Duplex\CADD\Ridgeview 2017 CSM.dwg by: sdis

vierbicher
planners | engineers | advisors
REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fowler Drive, Suite 201 Madison, Wisconsin 53717
Phone: (608) 826-0532 Fax: (608) 826-0530

PN: 170052
DATE: 04/14/2017
REV:
Drafted By: sdis
Checked By: mlan

SURVEYED FOR:
Ridgeview Heights Independent Living Corporation
2090 Ridgeview Drive
Reedsburg, WI 53959

C.S.M. No._____
Doc. No._____
Vol._____ Page_____

SHEET 1 OF 3

CERTIFIED SURVEY MAP No._____

LOT 2 OF SAUK COUNTY CERTIFIED SURVEY MAP 3403, & LOT 4 OF RIDGEVIEW HEIGHTS, ALL LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 02, TOWNSHIP 12 NORTH, RANGE 04 EAST, CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, Scott F. Dischler, Wisconsin Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped a parcel of land located Lot 2, Sauk County Certified Survey Map No. 3403 and Lot 4, Ridgeview Heights all located in the Northwest Quarter of the Northwest Quarter, Section 02, T12N, R4E, City of Reedsburg, Sauk County, Wisconsin, described as follows:

Commencing at the Northwest Corner of said Section 02; thence N89°38'41"E along the North line of said Section 02, 660.12 feet to the northeast corner of Lot 2, Sauk County Certified Survey Map No. 5398; thence S00°00'51"W along the East line of said Lot 2, CSM #5398, 387.01 feet to the Northwest corner of Lot 1, Sauk County Certified Survey Map No. 3403; thence S89°45'59"E along the North line of said Lot 1, CSM #3403, 125.00 feet to the westerly right-of-way line of Ridgeview Drive; thence S49°06'46"E, 87.13 feet to the northwesterly corner of Lot 2, CSM #3403, the easterly right-of-way line of Ridgeview Drive and the Point of Beginning; thence S89°59'30"E along the North Line of said Lot 2, CSM #3403, 116.88 feet to the northeast corner thereof; thence S00°00'30"W along the East Line of said Lot 2, CSM #3403, 149.70 feet; thence S10°42'01"W along the East Line of said Lot 2, CSM #3403, 185.73 feet to the northeast corner of Lot 4, Ridgeview Heights; thence S69°30'35"E, 94.70 feet to the northwest corner of Lot 3, Sauk County Certified Survey Map No. 6361; thence S29°55'36"E along the West Line of said Lot 3, CSM #6361, 108.33 feet to the northerly right-of-way of 21st Street; thence S60°03'39"W along said northerly right-of-way of 21st Street, 689.77 feet to the easterly right-of-way of Ridgeview Drive; thence N29°56'58"W along said easterly right-of-way of Ridgeview Drive, 149.83 feet to the beginning of a curve to the right having a radius of 150.00 feet and a central angle of 90°00'00"; thence northeasterly, 235.62 feet along the arc of said curve and easterly right-of-way line of Ridgeview Drive, the long chord of which bears N15°03'02"E, 212.13 feet; thence N60°03'02"E along said easterly right-of-way line of Ridgeview Drive, 150.00 feet to the beginning of a curve to the right having a radius of 117.00 feet and a central angle of 25°01'36"; thence northeasterly, 51.11 feet along the arc of said curve and easterly right-of-way line of Ridgeview Drive, the long chord of which bears N72°33'50"E, 50.70 feet; thence N85°04'38"E along said easterly right-of-way line of Ridgeview Drive, 46.83 feet to the beginning of a curve to the left having a radius of 183.00 feet and a central angle of 85°04'10"; thence northeasterly, 271.71 feet along the arc of said curve and easterly right-of-way line of Ridgeview Drive, the long chord of which bears N42°32'33"E, 247.43 feet; thence N00°00'28"E along said easterly right-of-way of Ridgeview Drive, 192.44 feet to the to the Point of Beginning.

Containing 4.93 acres more or less.

That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made.

That I have made such survey and land division by the direction of Ridgeview Heights Independent Living Corporation, owner of said lands, according to the description furnished.

That I have fully complied with the requirements of Chapter 236.34 of the Wisconsin State Statutes, Chapter A-E 7 of the Wisconsin Administrative Code and the City of Reedsburg Subdivision Regulations.

Dated this _____ day of _____, 2018.

_____

Scott F. Dischler, PLS-2605
Vierbicher Associates, Inc.

LINE TABLE

LINE	DISTANCE	BEARING	DISTANCE	BEARING
L1	149.83	N29°56'58"W		(N30°00'53"W)
L2	150.00	N60°03'02"E		(N59°59'07"E)
L3	46.83	N85°04'38"E		(N85°00'43"E)
L4	192.44	N00°00'28"E	(192.51)	(N00°03'27"W)
L5	94.08	S47°46'50"W		
L6	103.62	S50°18'40"W		
L7	144.63	S85°01'09"W		
L8	150.26	S60°04'03"W		
L9	79.46	S15°55'21"W		
L10	49.37	S30°08'26"E		
L11	389.02	N60°08'24"E		
L12	143.25	N60°08'24"E		
L13	94.70	S69°30'35"E		
L14	108.33	S29°55'36"E		(N29°59'00"W)
L15	60.34	S60°03'39"W		(S60°00'00"W)
L16	99.38	S29°55'36"E		(N29°59'00"W)
L17	143.24	S60°03'39"W		(S60°00'00"W)
L18	99.58	S29°55'37"E		(S29°59'00"E)
L19	486.19	S60°03'39"W		(S59°59'45"W)

CURVE DATA

CURVE	RADIUS	DELTA	ARC L.	CHORD BRG.	CHORD L.	RECORDED AS CHORD BRG.
C1	150.00	90°00'00"	235.62	N15°03'02"E	212.13	(N14°59'07"E)
C2	117.00	25°01'36"	51.11	N72°33'50"E	50.70	(N72°29'55"E)
C3	183.00	85°04'10"	271.71	N42°32'33"E	247.43	

22 Feb 2018 - 2:02p R:\Ridgeview Heights\170052 N Dewey Duplex\CADD\Ridgeview 2017 CSM.dwg by: sdis

vierbicher
planners | engineers | advisors
REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive Suite 201 Madison Wisconsin 53717
Phone: (608) 826-0532 Fax: (608) 826-0530

PN: 170052
DATE: 04/14/2017
REV:
Drafted By: sdis
Checked By: mlan

SURVEYED FOR:
Ridgeview Heights Independent Living Corporation
2090 Ridgeview Drive
Reedsburg, WI 53959

C.S.M. No._____
Doc. No._____
Vol._____ Page_____

SHEET 2 OF 3

CERTIFIED SURVEY MAP No._____

LOT 2 OF SAUK COUNTY CERTIFIED SURVEY MAP 3403, & LOT 4 OF RIDGEVIEW HEIGHTS, ALL LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 02, TOWNSHIP 12 NORTH, RANGE 04 EAST, CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN

OWNER'S CERTIFICATE

Ridgeview Heights Independent Living Corporation & Ridgeview Heights Independent Living Corporation II, corporations duly organized and existing under the and by the virtue of the laws of the State of Wisconsin, as owners, do hereby certify that said corporations caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on the map hereon. We further certify that this Certified Survey map is required by S236.34 to be submitted to the City of Reedsburg for approval. Witness the hand and seal of said owner this

____ day of _____, 2018.

Ridgeview Heights Independent Living Corporation
Ridgeview Heights Independent Living Corporation II

By: _____

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2018, the above named

_____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____ My Commission expires: _____
Notary Public, State of Wisconsin

CITY OF REEDSBURG COMMON COUNCIL RESOLUTION

Resolved that the certified survey map located in the NW 1/4 of the NW 1/4 of Section 02, T12N, R4E, City of Reedsburg was hereby approved by the Common Council of the City of Reedsburg.

Dated this _____ day of _____, 2018.

_____
David G. Estes, Mayor, City of Reedsburg

_____
Jacob Crosetto, City Clerk, City of Reedsburg

22 Feb 2018 - 2:03p R:\Ridgeview Heights\170052 N Dewey Duplex\CADD\Ridgeview 2017 CSM.dwg by: sdis

vierbicher
planners | engineers | advisors
REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive Suite 201 Madison Wisconsin 53717
Phone: (608) 826-0532 Fax: (608) 826-0530

PN: 170052 DATE: 04/14/2017 REV: Drafted By: sdis Checked By: mfan	SURVEYED FOR: Ridgeview Heights Independent Living Corporation 2090 Ridgeview Drive Reedsburg, WI 53959	C.S.M. No._____ Doc. No._____ Vol._____ Page_____	SHEET 3 OF 3

City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
Tel. 608-524-6404 Fax. 608-524-8458
www.reedsburgwi.gov

STAFF REPORT

AGENDA ITEM: III-C

To: Mayor and Common Council
Prepared By: Brian Duvalle, Planning and Building
Thru: Stephen P. Compton, City Administrator
Date of Meeting: March 26, 2018

Subject: Former Shell Gas CSM; Resolution 4323-18

BACKGROUND AND REQUEST

APPLICANT: *Blakeslee Land Surveying*
LOCATION: *1375 & 1393 E Main St; Parcel #s 2048 & 2050*
ZONING: *B-2*
PROPOSED LAND USE CHANGE: *Certified Survey Map (CSM)*
DESCRIPTION OF PROPERTY/IMPROVEMENTS: *Consider CSM for two-lot lot line adjustment at former Shell gas station.*

ANALYSIS

The premises currently consist of two tax parcels. The current owner is re-dividing the property lines so that they keep the car wash building and sell the former convenience store building to the neighbor.

STAFF RECOMMENDATION

The Plan Commission recommends approval.

FINANCIAL IMPACT

N/A

ATTACHMENTS

Resolution 4323-18, CSM

RESOLUTION
(Certified Survey Map – Parcel #s 2048 & 2050 – Former Shell Gas)

File No. 4323-18

Resolved, that the Certified Survey located in the City of Reedsburg is hereby approved by the Common Council of the City of Reedsburg.

STATE OF WISCONSIN)
COUNTY OF SAUK)

I hereby certify that the foregoing resolution is a true, correct and complete copy of a resolution duly and regularly passed by the Common Council of the City of Reedsburg on the 26th day of March, 2018, and that said resolution has not been repealed or amended, and is now in full force and effect.

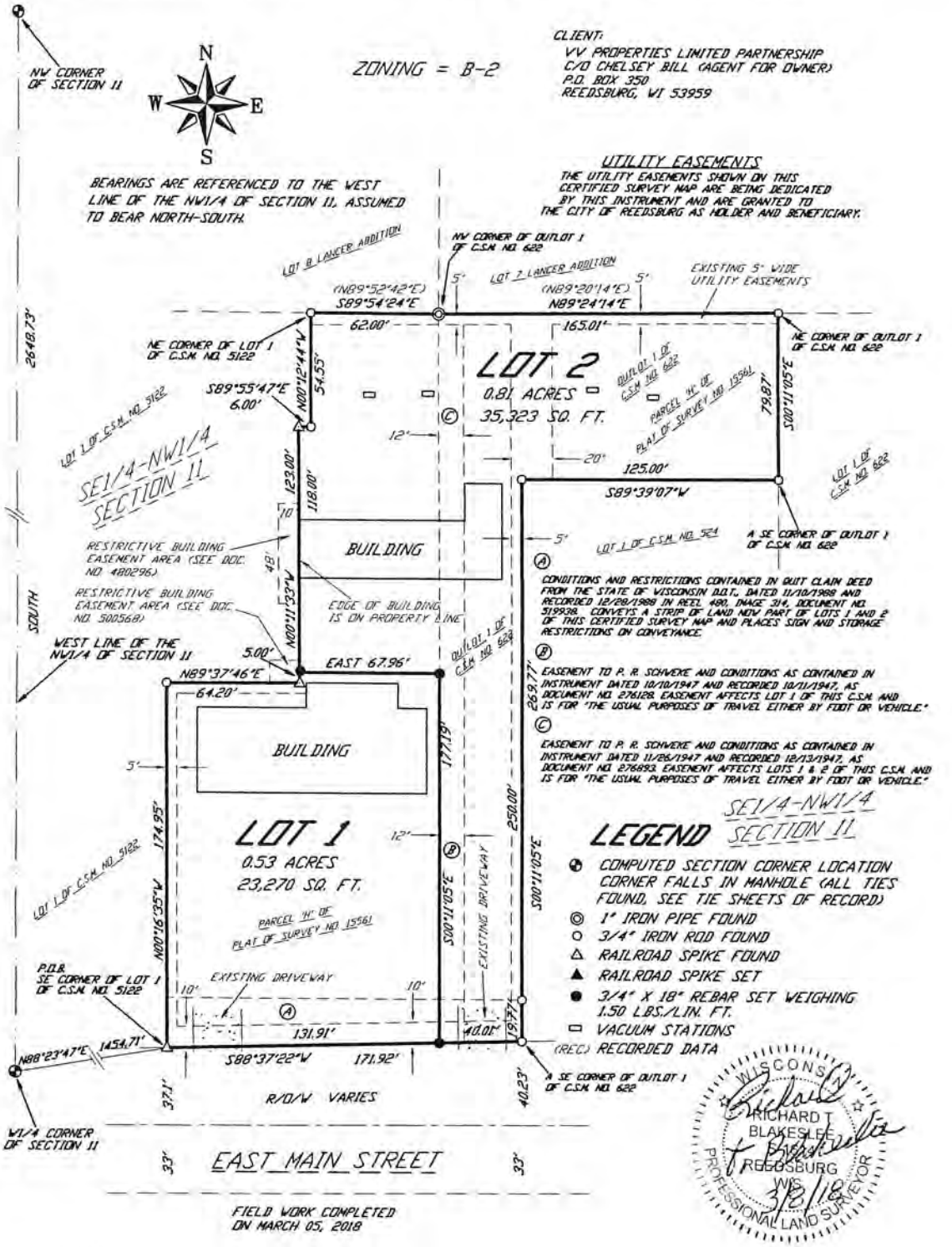
Dated this 27th day of March, 2018.

_____
Jacob Crosetto
City Clerk

BLAKESLEE LAND SURVEYING
1228 E. MAIN STREET
REEDSBURG, WI 53959
(608) 524-0402

SAUK COUNTY CERTIFIED SURVEY MAP NO. _____

A PARCEL OF LAND BEING DESCRIBED AS OUTLOT 1 OF SAUK COUNTY CERTIFIED SURVEY MAP NUMBER 622 AND LANDS LOCATED IN THE SE1/4-NW1/4 OF SECTION 11, T12N, R4E, CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN.



(A) CONDITIONS AND RESTRICTIONS CONTAINED IN QUIT CLAIM DEED FROM THE STATE OF WISCONSIN D.O.T., DATED 11/10/1988 AND RECORDED 12/28/1988 IN REEL 498, IMAGE 314, DOCUMENT NO. 519938. CONVEYS A STRIP OF LAND NOW PART OF LOTS 1 AND 2 OF THIS CERTIFIED SURVEY MAP AND PLACES SIGN AND STORAGE RESTRICTIONS ON CONVEYANCE.

(B) EASEMENT TO P. R. SCHWEKE AND CONDITIONS AS CONTAINED IN INSTRUMENT DATED 10/10/1947 AND RECORDED 10/11/1947, AS DOCUMENT NO. 276128. EASEMENT AFFECTS LOT 1 OF THIS C.S.M. AND IS FOR "THE USUAL PURPOSES OF TRAVEL EITHER BY FOOT OR VEHICLE."

(C) EASEMENT TO P. R. SCHWEKE AND CONDITIONS AS CONTAINED IN INSTRUMENT DATED 11/26/1947 AND RECORDED 12/13/1947, AS DOCUMENT NO. 276893. EASEMENT AFFECTS LOTS 1 & 2 OF THIS C.S.M. AND IS FOR "THE USUAL PURPOSES OF TRAVEL EITHER BY FOOT OR VEHICLE."

03-05-2018
DATE

RICHARD T. BLAKESLEE
PROFESSIONAL LAND SURVEYOR S-1614

SURVEYOR'S CERTIFICATE

I, Richard T. Blakeslee, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped a parcel of land being described as Outlot 1 of Sauk County Certified Survey Map Number 622 and lands located in the SE1/4-NW1/4 of Section 11, T12N, R4E, City of Reedsburg, Sauk County, Wisconsin; being more fully described as follows:

Commencing at the West ¼ corner of Section 11; thence N88°23'47"E, 1454.71 feet to the Southeast corner of Lot 1 of Sauk County Certified Survey Map Number 5122, said point being the point of beginning; thence N00°16'35"W, 174.95 feet along an Easterly line of the aforesaid Lot 1; thence N89°37'46"E, 64.20 feet along a Southerly line of the aforesaid Lot 1; thence N00°11'33"W, 123.00 feet along an Easterly line of the aforesaid Lot 1; thence S89°55'47"E, 6.00 feet along a Southerly line of the aforesaid Lot 1; thence N00°12'44"W, 54.55 feet along an Easterly line of the aforesaid Lot 1 to the Northeast corner thereof; thence S89°54'24"E, 62.00 feet along the Southerly line of Lot 8 of the Lancer Addition to the Northwest corner of Outlot 1 of Sauk County Certified Survey Map Number 622; thence N89°24'14"E, 165.01 feet along the Northerly line of the aforesaid Outlot 1 to the Northeast corner thereof; thence S00°11'05"E, 79.87 feet along an Easterly line of the aforesaid Outlot 1 to a Southeast corner thereof; thence S89°39'07"W, 125.00 feet along a Southerly line of the aforesaid Outlot 1; thence S00°11'05"E, 269.77 feet along an Easterly line of the aforesaid Outlot 1 to a Southeast corner thereof, said point being located on a Northerly line of East Main Street; thence S88°37'22"W, 171.92 feet along the aforesaid Northerly line to the point of beginning.

Said parcel contains 1.34 acres, more or less, and is subject to the utility easements as dedicated and shown on this survey. Said parcel is also subject to easements as shown on Document Numbers 276128 and 276893 and all other easements of record.

That I have complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes, and the City of Reedsburg Subdivision Regulations. Also that this map is in compliance with Chapter A.E. 7 of the Administrative Code of the State of Wisconsin to the best of my knowledge and belief in surveying, dividing and mapping the same.

That such plat is a true and correct representation of the exterior boundaries of the land surveyed and the subdivision thereof made.

That I have performed such Certified Survey under the direction of Pamela Coy, General Manager of VV Properties Limited Partnership, P.O. Box 350, Reedsburg, WI 53959, owner of said lands.

03-08-2018
Date

Richard T. Blakeslee
Professional Land Surveyor S-1614

WISCONSIN RICHARD T BLAKESLEE S-1614 REEDSBURG WIS PROFESSIONAL LAND SURVEYOR 3/5/18

COMMON COUNCIL RESOLUTION

Resolved, that this Certified Survey located in the City of Reedsburg be and is hereby approved by the Common Council of the City of Reedsburg.

_____ Approved_____
Date Mayor

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of Reedsburg.

_____ Approved_____
Date Administrator

OWNER'S CERTIFICATE OF DEDICATION

VV Properties Limited Partnership, does hereby certify that they have caused the lands described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this map. VV Properties Limited Partnership does further certify that the Certified Survey is required by s.236.10 or 236.12 to be submitted to the following for approval or rejection: The City of Reedsburg.

_____
Pamela Coy (General Manager)

State of Wisconsin:
Sauk County:

Personally came before me this _____ day of _____, 2018, Pamela Coy, General Manager of VV Properties Limited Partnership to me known to be the person who executed the foregoing instrument and acknowledged that they have executed the foregoing instrument.

_____
Notary Public; Sauk County, Wisconsin.

My commission expires _____.

03-05-2018
Date

WISCONSIN
RICHARD T
BLAKESLEE
REEDSBURG
WIS
PROFESSIONAL LAND SURVEYOR
3/5/18

Richard T. Blakeslee
Professional Land Surveyor S-1614

City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
Ph. 608-524-6404 Fax. 608-524-8458
www.reedsburgwi.gov

STAFF REPORT **AGENDA ITEM:** III-D

To: City Council
By: Brian Duvalle, Planning/Building
Through: Stephen P. Compton, City Administrator
Date of Meeting: March 26, 2018

Subject: Rezone 1048 East Main St & 128/132 South Dewey Ave – ORD 1864-18 (2nd Reading)

BACKGROUND AND REQUEST

The Plan Commission has approved a site plan for a Casey's General Store. As part of that project, two of the four existing parcels are zoned B-3 which does not permit gas stations. Therefore a condition of the site plan approval is to rezone those two parcels to B-2. Similar parcels along this area of E Main St are zoned B-2. The rezoning would conform to the Comprehensive Plan.

APPLICANT: Arc Design Resources on behalf of Casey's Marketing Co.
LOCATION: 1048 East Main St & 128/132 South Dewey Ave; Parcel #s 1304 & 1305
ZONING: B-2 Business
PROPOSED LAND USE CHANGE: Rezoning
DESCRIPTION OF PROPERTY/IMPROVEMENTS: Consider proposed rezoning from B-3 to B-2 for 1048 E Main St and 128 S Dewey Ave.

FINANCIAL IMPACT
NA

STAFF RECOMMENDATION
Plan Commission recommends approval.

ACTION:
If the Mayor and City Council are ready, the following action may be made:

Hold Public Hearing

Motion to approve/deny – 2nd Reading of Ordinance 1864-18.

Attachments: Ordinance 1864-18, map

Calendar of Actions:

1st Reading at Council:	February 26, 2018
Public Hearing Noticed:	March 8, 2018 & March 15, 2018
2nd Reading at Council/Public Hearing:	March 26, 2018
Published, Enactment Date:	April 5, 2018

ORDINANCE NO. 1864-18
(Zoning Change – 1048 East Main St & 128/132 South Dewey Ave)

The City of Reedsburg, Sauk County, Wisconsin, does hereby ordain as follows:

SECTION 1: PURPOSE.

The purpose of this ordinance is to rezone the described properties to B-2 Business Outer to accommodate a new development.

SECTION II: PROVISION AMENDED.

The zoning map for the City of Reedsburg as set forth in the official map provided for in the Ordinances for the City of Reedsburg is hereby permanently amended so as to zone the territory listed below in the manner set forth below.

SECTION III: PROPERTY ZONING

Parcel #276-1305-00000 – 1048 E. Main St, Reedsburg, Wisconsin, is hereby zoned B-2 Business Outer
Parcel #276-1304-00000 – 128/132 S. Dewey Ave, Reedsburg, Wisconsin, is hereby zoned B-2 Business Outer

A property map may be obtained or accessed from the City Clerk at Reedsburg City Hall, 134 S. Locust St, Reedsburg, WI; (608) 524-6404; www.reedsburgwi.gov .

SECTION IV: VALIDITY.

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION V: CONFLICTING PROVISIONS REPEALED.

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION VI: EFFECTIVE DATE.

This ordinance shall be in force from and after its introduction and publication as provided by statute.

SECTION VII: PART OF CODE:

This Ordinance becomes part of the City of Reedsburg Code, Chapter 17.

Dated this 26th day of March 2018.

David G. Estes, Mayor

Jacob Crosetto, Clerk/Treasurer

1st Reading at Council:	February 26, 2018
Public Hearing Noticed:	March 8, 2018 & March 15, 2018
2nd Reading at Council/Public Hearing:	March 26, 2018
Published, Enactment Date:	April 5, 2018

City of Reedsburg GIS

DISCLAIMER: The City of Reedsburg does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

SCALE: 1" = 69 '

CITY OF REEDSBURG
134 S. Locust Street
PO Box 490
Reedsburg, WI 53959
608-524-6404

Print Date: 2/13/2018

City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
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www.reedsburgwi.gov

STAFF REPORT **AGENDA ITEM:** III-E

To: Mayor, Common Council and Ordinance Committee
By: Timothy M. Becker, Chief of Police
Through: Stephen P. Compton, City Administrator
Date of Meeting: March 26, 2018

Subject: Special Events/Parade Ordinance & Application -- ORD. 1865-18 (2nd Reading)

BACKGROUND AND REQUEST

The Common Council herd the introduction and 1st reading on February 26, 2018 a request to adopt Chapter 34 related to Special Events & Parades.

ANALYSIS

Reedsburg City Code Chapter 34 currently outlines the requirements of individuals, organizations and promoters to obtain a permit before they can use city streets and public property. Chapter 34 already exists with antiquated language. Rather than attempt to address each individual issue that would need amending, the entire Chapter was rewritten. The most significant changes are that the approval process has been placed with City staff instead of the Common Council, leaving the Ordinance Committee and the Common Council as avenues for appeal. Currently these permits are generally placed on the Consent Agenda and have little if any discussion by Council. In the new version, City staff, i.e. Police, DPW, Parks, would conduct a joint review and streamline this process. If disagreement occurs, the permit can be placed on the agendas of Ordinance Committee and Common Council for appeals of staff decision. Another difference is a refundable deposit requirement to help insure compliance with the ordinance. Currently, there exists no monetary incentive to replace or return borrowed City equipment. We have, in the past, lost or had destroyed signs, cones, barricades and other equipment from this "borrowing". With the new ordinance we will require a "refundable deposit" that could be used to help fund missing or damaged equipment. Obviously, the deposit would be returned if all equipment is returned, undamaged. There also exists a provision that would permit the City to charge for use of City personnel. This is in place to discourage the use of City personnel but also to provide appropriate reimbursement to the City so City funding is not used to subsidize the event.

STAFF RECOMMENDATION

If the Mayor and City Council are ready, the following action may be made:

Hold Public Rearing.
Motion to approve/deny – Ordinance 1865-18 amending Chapter 34 -Special Events/Parade Ordinance.

ATTACHED:

Ordinance 1865-18 - Chapter 34 & Application

Actions:

1st Reading at Council:	February 26, 2018
Public Hearing Noticed:	March 8, 2018 & March 15, 2018
2nd Reading at Council/Public Hearing:	March 26, 2018
Published, Enactment Date:	April 16, 2018

ORDINANCE NO. 1865-18
(Adding Chapter 34 to the Municipal Code for Parades and Special Events)

The City of Reedsburg, Sauk County, Wisconsin, does hereby ordain as follows:

SECTION 1: PURPOSE.

The purpose of this ordinance is to create a new Chapter 34 regarding Parades and Special Event Permits.

SECTION II: VALIDITY.

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION III: CONFLICTING PROVISIONS REPEALED.

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION IV: EFFECTIVE DATE.

This ordinance shall be in force from and after its introduction and publication as provided by statute.

SECTION V: PART OF CODE:

This Ordinance creates City of Reedsburg Code, Chapter 34.

Dated this 26th day of March 2018.

David G. Estes, Mayor

Jacob Crosetto, Clerk/Treasurer

1st Reading at Council:	February 26, 2018
Public Hearing Noticed:	March 6, 2018 & March 9, 2018
2nd Reading at Council/Public Hearing:	March 26, 2018
Published, Enactment Date:	April 16, 2018

CHAPTER 34

SPECIAL EVENTS & PARADES

34.01	Purpose
34.02	Definitions
34.03	Permit Required
34.04	Application
34.05	Exemptions
34.06	Application Review
34.07	Representation at Meeting
34.08	Action on Application
34.09	Appeal of Permit Denials
34.10	Permit Fee
34.11	Neighborhood Events
34.12	Insurance
34.13	Indemnification
34.14	Cleanup Requirement
34.15	Refundable Deposit
34.16	Termination of Permit & Special Event
34.17	Emergency Revocation
34.18	Reedsburg Chamber of Commerce
34.19	Penalties

DRAFT

CHAPTER 34

34.01 PURPOSE

This Chapter is enacted to regulate and control the use of streets and public property to insure that the health, safety and general welfare of the public and the good order of the City is protected and maintained. The City's authority to regulate streets and public property is contained in the Wisconsin Statutes, including, but not limited to, Sec. 349.185, Wis. Stats.

34.02 DEFINITIONS

As used in this Chapter:

(1) Processions, parades, runs, walks, marathons, bicycle races, block parties, and similar activities have their usual and customary usage.

(2) "Highways" and "streets" have the meanings set forth in Wis. Stats. § 340.01, and also include alleys (as defined in Sec. 340.01, Wis. Stats.) and areas owned by the City of Reedsburg which are used primarily for pedestrian or vehicular traffic.

(3) "Neighborhood Event" includes any planned gathering to take place in a residential location such as a residential street or cul-de-sac. Examples include neighborhood or residential block parties and estate sales or auctions.

(4) "Special Event" means any planned event on a highway or street in the City of Reedsburg or on property owned by the City of Reedsburg, including, but not limited to: processions, parades, runs, walks, marathons, bicycle races, block parties, transient or temporary public entertainment, festivals or celebrations, estate sales or auctions, political gatherings or events, and events requiring the issuance of a Temporary Class "B" alcohol license. A Special Event includes a *"Neighborhood Event"*.

(5) "Transient or temporary public entertainment" is one to which the public may gain admission by payment of an admission charge. A transient or temporary public entertainment includes shows, circuses, exhibitions, carnivals, or other traveling entertainment venues.

(6) "Person" means any natural individual, sole proprietorship, group, entity, organization, partnership, association, corporation, or limited liability company.

34.03 PERMIT REQUIRED

No person may hold a Special Event on a highway or street in the City of Reedsburg or on property owned by the City of Reedsburg without first obtaining a Special Event Permit from the City.

(1) The Chief of Police has the authority to issue a Special Event Permit for a Neighborhood Event. Said permits shall be exempt from the fee as required in Section 34.10 and may be exempt from insurance as required in Section 34.12 herein. Issuance of a Special Event Permit for a Neighborhood Event or other Special Event defined herein shall not require obtaining separate Street Use Permit.

(2) All other Special Event Permits shall be subject to review and approval by the City Administrator upon review by the Chief of Police, City Clerk, Director of Public Works, Fire Chief and Director of Parks & Recreation (Departmental Review), subject to subsection 34.06 below.

(3) The City of Reedsburg reserves the authority, in its sole discretion, to refer any Special Event Permit application to the Ordinance Committee or the Common Council for review and approval. The Ordinance Committee decision is subject to appeal to the Common Council pursuant to 34.09.

34.04 APPLICATION

A person seeking to hold a Special Event shall file an application with the City Clerk on the form provided by the City Clerk. The application shall be filed at least forty-five (45) days before the Special Event. No application shall be considered that is filed fifteen (15) days or less from the date of the Special Event. The application shall contain the following information:

(1) The name, address and telephone number of the applicant or applicants.

(2) If the Special Event is to be conducted for, on behalf of, or by an organization or company, the name, address and telephone number of the organization's or company's headquarters and of individual(s) authorized to act on behalf of the organization or company.

(3) The name, address and telephone number of the person or persons who will be responsible for operating the Special Event.

(4) The proposed use, described in detail, for which the Special Event Permit is requested.

(5) The date(s) and duration of time during which the Special Event is to occur.

(6) An accurate description of the portion(s) of the street(s) or property to be used.

(7) The applicant shall indicate if the Special Event requires complete, partial, or no closure of any streets.

(8) A map of the Special Event, including the street(s)/property to be used, the route of the event, and the placement of any tents, facilities, or equipment, if required by staff review.

(9) The approximate number of persons who will attend the Special Event.

(10) Any other information that the City deems necessary or appropriate.

34.05 EXEMPTIONS

A Special Event Permit is not required for assembling or movement of a funeral procession or military convoy. A Special Event, including a parade, sponsored by an agency of the federal, state or local government, acting in its governmental capacity within the scope of its authority, may be required to obtain a Special Event permit; however, the agency may be exempt from the permit fee and insurance requirements contained in this Chapter. A permit is not required if the person/entity is involved in a long-term lease of City property, i.e. Lion's/Jaycees Building or RACA Building, or short-term rental of Park Shelter/RACA Building.

34.06 APPLICATION REVIEW

If the City Clerk determines that the Special Event Permit application is complete, the City Clerk shall forward the application to the City Administrator, who in turn, may refer the application to the Chief of Police, Director of Public Works, Fire Chief and Director of Parks & Recreation for review (Departmental Review). If the Departmental Review determines that members of the Fire, Parks & Recreation, Police or Public Works Departments must assist with setup, operation, clean-up or be available to staff the Special Event, the applicant shall pay a deposit as established in the Fee Schedule. The City Administrator may require the applicant to provide additional information in support of the application if the Departmental Review deems the additional information necessary for review purposes.

34.07 REPRESENTATION AT MEETING

The Departmental Review of the application may require a meeting or meeting(s) with applicant representative(s). If the Special Event Permit application is to be reviewed, initially or on appeal, by the Ordinance Committee or the Common Council, the applicant shall attend the meeting or meetings at which the application is considered by either of these bodies. The applicant may be asked to provide additional information at the meeting or meetings.

34.08 ACTION ON APPLICATION

The City Administrator and the individuals of the Departmental Review, the Ordinance Committee, or the Common Council shall consider the following factors when deciding whether to grant a Special Event Permit:

(1) How vehicular traffic may be affected by the Special Event, including the effect, if any, of construction projects in and around the City.

(2) When the Special Event is scheduled to be held and the duration of the event, particularly if the event is scheduled between the hours of 10:00 p.m. and 7:00 a.m.

(3) Whether sufficient supervision will be provided to reasonably assure orderly conduct by the attendees.

(4) Whether the location, facility or City has adequate resources to accommodate the event.

(5) Whether the Special Event is primarily for private or commercial economic gain, unless the event is an estate sale or auction.

(6) Whether the Special Event will negatively affect the health, safety or general welfare of the public, including, but not limited to, the movement of police, fire, or emergency vehicles within the City.

(7) Whether the operation of the Special Event violates any federal or state law or City ordinance. The City Administrator, Ordinance Committee, or the Common Council may deny a Special Event Permit application if, in their discretion, it is determined that one or more of the factors identified above warrant denial of the application. Further, the City Administrator, the Ordinance Committee, or the Common Council may place conditions on the approval of a Special Event Permit application. If a Special Event Permit is granted, the permittee shall comply with all conditions placed on the Permit, if any, and with all applicable federal and state laws and City ordinances and regulations.

34.09 APPEAL OF PERMIT DENIALS

If a Special Event Permit application is denied by the City Administrator, the applicant may appeal the denial to the Ordinance Committee by filing a request with the City Clerk within five (5) business days of the receipt of the application denial. The Ordinance Committee shall consider the appeal and make a recommendation to the Common Council to sustain or overturn the decision to deny the permit, or send the application back to the City Administrator with direction for further review of the application. In each instance, the Common Council shall consider the recommendation of the Ordinance Committee within fifteen (15) days of the Committee recommendation if it's decision is appealed to the Common Council. If a Special Event Permit application is denied by the Common Council, there is no further appeal.

34.10 PERMIT FEE

Each application for Special Event Permit shall be accompanied by a fee per the City Fee Schedule. Applications that are filed less than forty-five (45) days before the Special Event are subject to a double application fee, which shall be paid before the application is considered. Further, an application for a Special Event that is not a Neighborhood Event shall be subject to a Special Event fee, pursuant to the City Fee Schedule or fees specified in a written agreement between the applicant and the City. The Deposit shall be returned to the applicant upon completion of the Special Event less any costs the City incurs in the actual assistance during setup, operation, clean-up and/or staffing required by the City. Additionally, costs to restore or repair damage to facilities and property owned by the City as a result of the Special Event shall be deducted from the Deposit. Any remaining balance shall be returned to the applicant within ten (10) days of the completion of the Special Event along with an itemized listing of any deductions. If the amount of the Deposit is insufficient to cover such City incurred expenses, the City shall invoice the applicant for the remaining balance. The fees referenced in the preceding sentence are intended to cover costs the City incurs relating to the Special Event.

34.11 NEIGHBORHOOD EVENTS

Each application for a Special Event Permit for a Neighborhood Event shall include a petition designating the proposed area of the street to be used and the time for such use. The petition shall be signed by adult residents from not less than seventy-five percent (75%) of the households on the portion of the street designated for the proposed use. The petition shall be verified and shall be submitted in substantially the following form:

PETITION FOR SPECIAL EVENT PERMIT

We, the undersigned residents of the _____ hundred block of _____ Street in the City of Reedsburg, hereby consent to the _____ recreational or business use of this street between the hours of _____ and _____ on _____, the _____/_____/_____ day of _____, 20_____, for the purpose of _____. We also hereby consent to the City of Reedsburg granting a Special Event Permit for use of the portion of the street identified above for the use identified, and do hereby agree to abide by any conditions that the City of Reedsburg places on the Special Event Permit. We further understand that the Permit will not be granted for longer than twelve (12) hours, and agree to remove from the street before the end of the Special Event all equipment, vehicles, and other personal property placed or driven thereon during the Special Event.

We designate _____ as the responsible person or persons who shall apply for a Special Event Permit.

34.12 INSURANCE

An applicant for a Special Event Permit may be required to furnish the City Clerk with a certificate of insurance written by a company licensed in the State of Wisconsin, approved by the City Clerk, and covering any and all liability or obligations that may result from the Special Event, including any and all activities and operations by the applicant and the applicant's employees, agents, or contractors, including worker's compensation coverage in accordance with Chapter 102 of the Wisconsin Statutes. The certificate shall be written in comprehensive form and shall protect the applicant and the City against all claims arising out of the Special Event, including, but not limited to, any act or omission of the applicant and the applicant's employees, agents, or contractors. The policy of insurance shall provide minimum combined single limits for bodily injury and property damage of One Million Dollars ($1,000,000.00) or such other insurance limits as deemed adequate by the City. The certificate of insurance (and any required endorsements) shall name the City of Reedsburg as an Additional Insured and must be submitted to the City Clerk at least five (5) days before the Special Event is to occur. The City **HIGHLY RECOMMENDS** every event provide Tenant Users Liability Insurance Protection (TULIP) for the duration of their Special Event and/or Parade. These policies can be purchased from any reputable insurance broker.

34.13 INDEMNIFICATION

The applicant shall indemnify, defend and hold harmless the City of Reedsburg and its officers, officials, agents, and employees against all loss or expense (including liability costs and reasonable attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees, for damages because of injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Special Event.

34.14 CLEANUP REQUIREMENTS

The applicant shall return the site to the condition that existed before the Special Event occurred within twenty-four (24) hours of the completion of the event. The City may require the applicant to provide a deposit in an amount to be determined by the City to insure that the site is adequately restored. If this event involves the use of Police "No Parking" signs, those signs are to be removed and returned immediately after the event has ended.

34.15 REFUNDABLE DEPOSIT

As previously discussed in 34.10, if the Special Event/Parade would require the use of City equipment such as, but not limited to, barricades, traffic cones, traffic vests, signage, etc., the City shall require the organizer to provide a refundable deposit at the time of the request. That deposit shall be refunded when all City equipment is returned to the Police Department or other applicable City Department, in working order within 24 hours. The City may charge actual costs

above the deposit amount to replace or repair equipment that is returned in disrepair or not returned at all.

34.16 TERMINATION OF PERMIT AND SPECIAL EVENT

A Special Event may be immediately terminated, and the Special Event Permit revoked, while the event is in progress, if the Chief of Police or his or her designee determine that the health, safety or general welfare of the public, including participants at the event, is endangered by activities generated as a result of the event, or if the Special Event has violated any conditions placed on the event in the Permit, or if the Special Event has violated any City ordinances.

34.17 EMERGENCY REVOCATION

The Chief of Police or his or her designee may revoke a Special Event Permit that has already been issued if the Chief of Police or Fire Chief or his or her designee determine that revocation is justified by an actual or potential emergency due to weather, fire, riot, other catastrophe or likelihood of a breach of the peace, or by a major change in the conditions forming the basis for the issuance of the Permit.

34.18 REEDSBURG CHAMBER OF COMMERCE

The Common Council recognizes the quasi-governmental nature of the Reedsburg Chamber of Commerce and requires one (1) Special Events & Parades permit annually (calendar year) from the Chamber where the Chamber is the primary, predominant sponsor of the Special Events & Parade. The Chamber representative shall complete a permit application for each individual event or one permit per series of similar events (i.e. one permit for Concerts in the Park).

34.19 PENALTIES

Any person who violates any provisions of this Chapter shall be subject to a penalty as provided in Section 34.16 of this Code. Additionally, failure to comply with any provisions of this Chapter may result in the withholding of approval on any subsequent permit applications for this or other permits required by the City.

City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
608-524-6404 608-524-8458
www.reedsburgwi.gov

STAFF REPORT

AGENDA ITEM: III-F

To: Mayor and Common Council
Prepared By: Brian Duvalle, Planning and Building
Thru: Stephen P. Compton, City Administrator
Date of Meeting: March 26, 2018

Subject: New Elementary School – Annexation; CSM; Rezoning
Certified Survey Map - Resolution 4324-18.
Introduction and 1st reading Ordinance 1866-18 – Annexation
Introduction and 1st reading Ordinance 1867-18 - Rezoning

BACKGROUND AND REQUEST

APPLICANT: *School District of Reedsburg*
LOCATION: *E6977 E. Reedsburg Rd; parcel #s 030-0362 & 030-0361*
ZONING: *Ag*
PROPOSED LAND USE CHANGE: *Annexation, Certified Survey Map, Rezoning*
DESCRIPTION OF PROPERTY/IMPROVEMENTS:
Consider annexation to the City of Reedsburg of E6977 E. Reedsburg Rd; parcel #s 030-0362 & 030-0361. Additional review to include:

a. *Consider Certified Survey Map for lot line adjustments, rights-of-way and easements.*
b. *Consider rezone to Government zoning district (Lot 1 of CSM).*

ANALYSIS

The premises currently consist of two tax parcels. The School District is proposing to annex both parcels. They propose to build on the west half and continue farming the east half, hence that parcel remaining as Ag zoning. The other would be Government zoning. The CSM would relocate the lot lines between them and add the required street and utility easements for current and future growth of the site. The proposal has been reviewed by the Plan Commission and Town of Reedsburg.

STAFF RECOMMENDATION

The Plan Commission recommends approval.

ACTION:

If the Mayor and City Council are ready, the following actions may be made:

1. **Motion to approve/deny Res 4324-18 – CSM**
2. **Motion to approve/deny 1st Reading and schedule public hearing for ORD 1866-18 – New School Annexation – April 9, 2018**
3. **Motion to approve/deny 1st Reading and schedule public hearing for ORD 1867-18 – Rezone new school parcel to Government – April 23, 2018**

ATTACHMENTS

Resolution 4324-18, CSM; ORD 1866-18; ORD 1867-18; Annexation info; CSMs

Revised 6/17

City of Reedsburg Land Use Application

134 S. Locust St.
PO Box 490
Reedsburg, WI 53959

Ph: 608-524-6404
Fax: 608-524-8458
bduvalle@ci.reedsburg.wi.us

APPLICANT: School District of Reedsburg

ADDRESS: 501 K Street **CITY:** Reedsburg **STATE:** WI

ZIP: 53959 **PHONE:** 608-524-2016 **FAX:** 608-768-8927

E- MAIL: tbenson@rsd.k12.wi.us

PROPERTY OWNER: (if different from Applicant) Steven R. Bowden

LOCATION: NW1/4 NW1/4 & NE1/4 NW1/4, Sec 12 T12N, R4E **PARCEL #:** 030-0361-00000 030-0362-00000

LAND USE REQUEST

(Please describe one or more as applicable – attach extra pages/maps if necessary)

- ☒ **Certified Survey Map (CSM):** CSM to Dedicate Right of Way & Create 2 Parcels ($171)
- ☐ **Conditional Use Permit:** _____

  For *CONDITIONAL USE PERMIT* requests, also answer "A & B" on back page.
- ☐ **Preliminary Plat:** ____ **Final Plat:** ____ **Name of Plat:** _____
- ☒ **Rezoning - From:** Agriculture NW1/4 NW1/4 Lot 1 **To:** Government ($200)
- ☒ **Site Plan Review:** (See "B" on back page) New Elementary School ($153)
- ☐ **Zoning Appeal / Interpretation:** _____
- ☐ **Zoning Variance:** _____

  For *VARIANCE* requests, also answer "C" on back page.
- ☒ **Other:** Annexation ($200)

AFFIDAVIT

I certify that the information and plans submitted are true and accurate to the best of my knowledge. I also give permission to City zoning officials to enter my property for inspection purposes.

Thomas Bo, 2-22-18 — **Applicant Signature / Date**

S.R. Bowden 12-23-18 — **Owner Signature / Date**

Extraterritorial Committee Date: _____
Plan Commission Date: _____
Board of Zoning Appeals Date: _____
City Council Action & Date: _____

Account #10-461500-00

The applicant or representative MUST ATTEND the meeting.

G:\wpnet\Zoning - Planning\Land Use Appl.doc

Conditional Use $153	X
Cond. Use-Agriculture $400	
Variance $112	
Zone Change $200	X
C.S.M. $171	X
Subdivision Plat $610	
- w/ Stormwater Plan $100	
Flood Plain Zone $189	
Mapping Fee $61/parcel in plat	
Annex ~~Comp-Plan-Amend~~ $200	X
Date Paid	2-23-18
Receipt #	1027378

RESOLUTION
(Certified Survey Map – Parcel #s 030-0362 & 030-0361– New School)

File No. 4324-18

Resolved, that the Certified Survey located in the City of Reedsburg is hereby approved by the Common Council of the City of Reedsburg.

STATE OF WISCONSIN)
COUNTY OF SAUK)

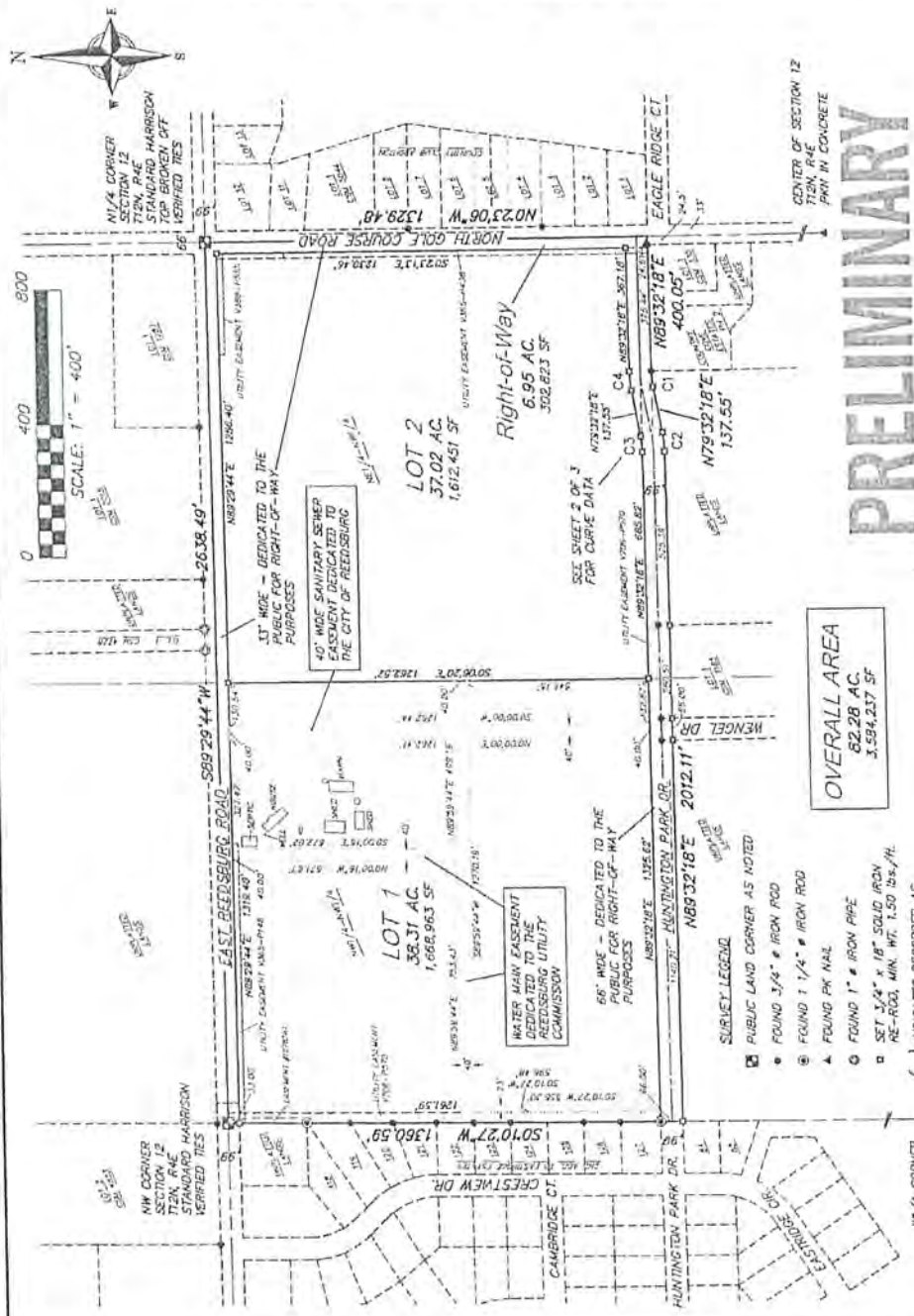
I hereby certify that the foregoing resolution is a true, correct and complete copy of a resolution duly and regularly passed by the Common Council of the City of Reedsburg on the 26th day of March, 2018, and that said resolution has not been repealed or amended, and is now in full force and effect.

Dated this 27th day of March, 2018.

_____
Jacob Crosetto
City Clerk

CERTIFIED SURVEY MAP No._____

BEING PART OF LOT 1, CSM 3185, PART OF WENGEL DRIVE, ALL OF THE NW 1/4-NW 1/4 & THE NE 1/4-NW 1/4 AND PART OF THE SW 1/4-NW 1/4 & THE SE 1/4-NW 1/4, ALL IN SECTION 12, TOWNSHIP 12 NORTH, RANGE 04 EAST, CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN



vierbicher planners | engineers | advisors	PN: 170371 DATE: 02/23/2018 REV. Drafted By: sdg Checked By: mlan	SURVEYED FOR: Reedsburg School Dist. 501 K Street Reedsburg, WI 53959	C.S.M. No._____ Doc. No._____ Vol._____ Page_____	SHEET 1 OF 3

CERTIFIED SURVEY MAP No._____

BEING PART OF LOT 1, CSM 3185, PART OF WENGEL DRIVE, ALL OF THE NW 1/4–NW 1/4 & THE NE 1/4–NW 1/4 AND PART OF THE SW 1/4–NW 1/4 & THE SE 1/4–NW 1/4, ALL IN SECTION 12, TOWNSHIP 12 NORTH, RANGE 04 EAST, CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, Scott F. Dischler, Wisconsin Professional Land Surveyor, hereby certify that I have surveyed, divided, dedicated and mapped a parcel of land being part of Lot 1, Sauk County Certified Survey Map No. 3185, part of Wengel Drive, all of the Northwest Quarter of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter and part of the Southwest Quarter of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter, all located in Section 12, T12N, R4E, City of Reedsburg, Sauk County, Wisconsin, described as follows:

Beginning at the Northwest Corner of said Section 12; thence along the North line of the NW1/4 of said Section 12, N89°29'44"E, 2638.49 feet to the North Quarter Corner of said Section 12; thence along the East line of the NE1/4 of the NW1/4 of said Section 12, S00°23'06"W, 1329.48 feet to the southeast corner of the NE1/4 of the NW1/4 of said Section 12; thence along the South line of said NE1/4 of the NW1/4, the north line of Lot 1, CSM #330, and the North Line of Phase 2 of Country Cove Estates, N89°32'18"E, 400.05 feet to the Northwest Corner of Phase 2, Country Cove Estates and the beginning of a curve to the left having a radius of 267.00 feet and an internal angle of 10°00'00"; thence 46.60 feet along the arc of said curve to the left, whose chord bears S84°32'18"W, 46.54 feet; thence S79°32'18"W, 137.55 feet to the beginning of a curve to the right having a radius of 333.00 feet and an internal angle of 10°00'00"; thence 58.12 feet along the arc of said curve to the right, whose chord bears S84°32'18"W, 58.05 feet; thence S89°32'18"W, 2012.11 feet to the South right-of-way line of Huntington Park Drive, the East line of the Second Addition to Eastridge Estates and the West line of the NW1/4 of said Section 12; thence along said East line of the Second Addition to Eastridge Estates and the West line of said NW1/4 of Section 12, N00°10'27"E, 1360.59 feet to the Point of Beginning.

Containing 82.28 acres more or less.

That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made.

That I have made such survey and land division by the direction of Tom Benson, Administrator, School District of Reedsburg, according to the description furnished.

That I have fully complied with the requirements of Chapter 236.34 of the Wisconsin State Statutes, Chapter A-E 7 of the Wisconsin Administrative Code and the City of Reedsburg Subdivision Regulations.

Dated this _____ day of _____, 2018.

_____

Scott F. Dischler, PLS-2605
Vierbicher Associates, Inc.

PRELIMINARY

CURVE DATA

CURVE	RADIUS	DELTA	ARC L.	CHORD BRG.	CHORD L.
C1	267.00	10°00'00"	46.60	S84°32'18"W	46.54
C2	333.00	10°00'00"	58.12	S84°32'18"W	58.05
C3	267.00	10°00'00"	46.60	N84°32'18"E	46.54
C4	333.00	10°00'00"	58.12	N84°32'18"E	58.05

vierbicher
planners | engineers | advisors
FEEDSBURG - MADISON - PRAIRIE DU CHIEN

PN: 170371
DATE: 02/23/2018
REV:
Drafted By: sdis
Checked By: mlon

SURVEYED FOR:
Reedsburg School Dist.
501 K Street
Reedsburg, WI 53959

C.S.M. No._____
Doc. No._____
Vol._____ Page_____

SHEET 2 OF 3

CERTIFIED SURVEY MAP No._____

BEING PART OF LOT 1, CSM 3185, PART OF WENGEL DRIVE, ALL OF THE NW 1/4–NW 1/4 & THE NE 1/4–NW 1/4 AND PART OF THE SW 1/4–NW 1/4 & THE SE 1/4–NW 1/4, ALL IN SECTION 12, TOWNSHIP 12 NORTH, RANGE 04 EAST, CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN

OWNER'S CERTIFICATE

Courtyards Associates, LLC, a corporation duly organized and existing under the and by the virtue of the laws of the State of Wisconsin, as owner, do hereby certify that said corporation caused the land described on this Certified Survey Map to be surveyed, divided, dedicated and mapped as represented on the map hereon. We further certify that this Certified Survey map is required by S236.34 to be submitted to the City of Reedsburg for approval. Witness the hand and seal of said owner this

____ day of _____, 2018.

Courtyards Associates, LLC.

By: _____

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2018, the above named

_____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

My Commission expires: _____

_____
Notary Public, State of Wisconsin

OWNER'S CERTIFICATE

School District of Reedsburg, a public school district organized and existing under the and by the virtue of the laws of the State of Wisconsin, as owner, do hereby certify that said public school district caused the land described on this Certified Survey Map to be surveyed, divided, dedicated and mapped as represented on the map hereon. We further certify that this Certified Survey map is required by S236.34 to be submitted to the City of Reedsburg for approval. Witness the hand and seal of said owner this

____ day of _____, 2018.

School District of Reedsburg, School Board President.

By: _____

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2018, the above named

_____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

My Commission expires: _____

_____
Notary Public, State of Wisconsin

CITY OF REEDSBURG COMMON COUNCIL RESOLUTION

Resolved that the Certified Survey Map located in the NW1/4–NW1/4, NE1/4–NW1/4, SW1/4–NW1/4 and the SE1/4–NW1/4 of Section 12, T12N, R4E, City of Reedsburg, Sauk County, Wisconsin was hereby approved by the Common Council of the City of Reedsburg.

Dated this _____ day of _____, 2018.

_____
David G. Estes, Mayor Date

PRELIMINARY

_____
Jacob Crosetto, City Clerk Date

vierbicher planners | engineers | advisors	PN: 170371 DATE: 02/23/2018 REV: Drafted By: sdls Checked By: mlan	SURVEYED FOR: Reedsburg School Dist. 501 K Street Reedsburg, WI 53959	C.S.M. No. _____ Doc. No. _____ Vol. _____ Page _____	SHEET 3 OF 3

ORDINANCE NO. 1866-18

(Annexation – Reedsburg School District Property – Parcel #s 030-0361 & 0362)

The City of Reedsburg, Sauk County, Wisconsin, does hereby ordain as follows:

SECTION I: PURPOSE:

The purpose of this ordinance is to annex property pursuant to Wis. Stat. sec. 66.0217(2).

SECTION II: PROPERTY ANNEXED:

A parcel of land being all of the Northwest Quarter of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter, Section 12, Town 12 North, Range 04 East, Town of Reedsburg, Sauk County, Wisconsin, described as follows:

Beginning at the Northwest Corner of Section 12, Town 12 North, Range 04 East; thence along the north line of the NW1/4 of said Section 12, N89°29'44"E, 2638.49 feet to the North Quarter Corner of said Section 12; thence along the east line of the NE1/4 of the NW1/4 of said Section 12, S00°23'06"E, 1329.48 feet to the southeast corner of the NE1/4 of the NW1/4 of said Section 12; thence along the south line of the NE1/4 of the NW1/4 and the NW1/4 of the NW1/4 of said Section 12, S89°32'18"W, 2651.44 feet to the southwest corner of the NW1/4 of the NW1/4 of said Section 12; thence along the west line of the NW1/4 of the NW1/4 of said Section 12, N00°10'27"E, 1327.59 feet to the Northwest Corner of said Section 12 and the Point of Beginning.

Containing 3,513,804 sq. ft. or 80.67 Acres more or less. Municipal Boundary Review number 14081. The population of the territory to be annexed is five (5).

A property map may be obtained or accessed from the City Clerk at Reedsburg City Hall, 134 S. Locust St, Reedsburg, WI; (608) 524-6404; www.reedsburgwi.gov .

SECTION III: VALIDITY:

Should any section, clause or provision of the Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION IV: CONFLICTING PROVISIONS REPEALED:

All ordinances in conflict with any provision of this Ordinance are hereby repealed.

SECTION V: EFFECTIVE DATE:

This ordinance shall be in force from and after its introduction and publication as provided by statute.

SECTION VI: PART OF CODE:

This Ordinance becomes part of the zoning map of the City of Reedsburg.

Dated this 9th day of April, 2018.

David G. Estes, Mayor

Jacob Crosetto, Clerk/Treasurer

1st Reading at Council:	March 26, 2018
Public Hearing Noticed:	April 5, 2018
2nd Reading at Council/Public Hearing:	April 9, 2018
Published, Enactment Date:	April 19, 2018

SCOTT WALKER
GOVERNOR
SCOTT A. NEITZEL,
SECRETARY
Municipal Boundary Review
PO Box 1645, Madison WI 53701
Voice (608) 264-6102 Fax (608) 264-6104
Email: wimunicipalboundaryreview@wi.gov
Web: http://doa.wi.gov/municipalboundaryreview/

February 16, 2018

PETITION FILE NO. 14081

JACOB CROSETTO, CLERK
CITY OF REEDSBURG
134 S LOCUST ST
REEDSBURG, WI 53959-1934

REBECCA MEYER, CLERK
TOWN OF REEDSBURG
S3886 GROTE HILL RD
REEDSBURG, WI 53959

Subject: STEVEN BOWDEN ANNEXATION

The proposed annexation submitted to our office on January 29, 2018, has been reviewed and found to be in the public interest. In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city...." so as, to ensure the resulting boundaries are rational and compact. The statute also requires the Department to consider whether the annexing city or village can provide needed municipal services to the territory. The subject petition is for territory that is reasonably shaped and contiguous to the **CITY OF REEDSBURG**, which is able to provide needed municipal services.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please include your MBR number 14081 with your ordinance.** Ordinance filing checklist available at http://mds.wi.gov/, click on "Help on How to Submit Municipal Records". Email scanned copy of required materials (color scan maps with color) to mds@wi.gov or mail to: Wisconsin Department of Administration, Municipal Boundary Review, PO Box 1645, Madison WI 53701-1645.

The petition file is available for viewing at: http://mds.wi.gov/View/Petition?ID=2152
Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

Erich Schmidtke, Municipal Boundary Review

cc: petitioner

vierbicher
planners engineers advisors

400 Viking Drive
Reedsburg, Wisconsin 53959
(608) 768-xxxx phone
(608) 524-8218 FAX
www.vierbicher.com

Letter of Transmittal

Date:	January 26, 2018
Project No.	170371
Re:	Annexation Request
File:	

Attn:
To: Wisconsin Department of Administration
Municipal Boundary Review
101 E. Wilson Street, 9th Floor
Madison, WI 53703

WE ARE SENDING YOU: [x] Attached

[ ] Under separate cover via _____ the following items:

[ ] Shop Drawings [ ] Prints [ ] Plans [ ] Samples [ ] Specifications

[ ] Copy of Letter [ ] Change Order [ ] Pay Request

Copies	Date	No.	Description
1	1/25/2018		Request for Annexation Review
			Review Fee – School District of Reedsburg - $1,350
			Unanimous Petition for Direct Annexation
			Annexation Map

THESE ARE TRANSMITTED AS CHECKED BELOW:

[ ] For approval [ ] Approved as submitted [ ] Resubmit _____ copies for approval

[ ] For your use [ ] Approved as noted [ ] Submit _____ copies for distribution

[ ] As requested [ ] Returned for corrections [ ] Return _____ corrected prints

[ ] For review & comment [ ] For your file [ ] _____

[ ] FOR BIDS DUE: _____ (Date) [ ] RETURNED AFTER LOAN TO US

REMARKS:

Please contact us if you need any more information or if you have any questions. Thank you

Copy to Clerk, City of Reedsburg
Clerk, Town of Reedsburg

Signed Gary Hoover

If enclosures are not as noted, kindly notify us at once.

Request for Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
101 E. Wilson Street, 9th Floor
Madison WI 53703
608-264-6102 Fax: 608-264-6104
wimunicipalboundaryreview@wi.gov
http://doa.wi.gov/municipalboundaryreview/

Petitioner Information

Name: STEVEN R. BOWDEN

Address: E9328 STH 33

BARABOO, WI 53913

Email: SRBOWDENACOUSTICAL@GMAIL.COM

Office use only:

1. Town where property is located: REEDSBURG
2. Petitioned City or Village: REEDSBURG
3. County where property is located: SAUK
4. Population of the territory to be annexed: 5
5. Area (in acres) of the territory to be annexed: 80.67
6. Tax parcel number(s) of territory to be annexed (if the territory is part or all of an existing parcel): 030-0361-00000 & 030-0362-00000

Petitioners phone: 608 963 5526

Town clerk's phone: 608 524 3999

City/Village clerk's phone: 608 524 6404

Contact Information if different than petitioner:

Representative's Name and Address:
TOM BENSON
SCHOOL DISTRICT OF REEDSBURG
501 K STREET
REEDSBURG, WI 53959
Phone: 608 524 2016
E-mail: TBENSON@RSD.K12.WI.US

Surveyor or Engineering Firm's Name & Address:
SCOTT DISCHLER
VIERBICHER
400 VIKING DRIVE
REEDSBURG, WI 53959
Phone: 608 768 4803
E-mail: SDIS@VIERBICHER.COM

Required Items to be provided with submission (to be completed by petitioner):

1. ☒ Legal Description meeting the requirements of s.66.0217 (1) (c) [see attached annexation guide]
2. ☒ Map meeting the requirements of s. 66.0217 (1) (g) [see attached annexation guide]
3. ☐ Signed Petition or Notice of Intent to Circulate is included
4. Indicate Statutory annexation method used:
   - ☒ Unanimous per s. 66.0217 (2), or,

   OR
   - ☐ Direct by one-half approval per s. 66.0217 (3)
5. ☒ Check or money order covering review fee [see next page for fee calculation]

(2012)

ANNEXATION SUBMITTAL GUIDE

s. 66.0217 (5) THE PETITION

☒ State the purpose of the petition:
-Direct annexation by unanimous approval; OR
-Direct annexation by one-half approval; OR
-Annexation by referendum.

☐ Petition must be signed by:
-All owners and electors, if by unanimous approval.
-See 66.0217 (3) (a), if by one-half approval.
-See 66.0217 (3) (b), if by referendum.

☒ State the population of the land to be annexed.

[It is beneficial to include Parcel ID or Tax numbers, the parcel area, and identify the annexee (Town) and annexor (Village or City) in the petition.]

s. 66.0217 (1) (c) THE DESCRIPTION

☒ The annexation petition must include a legal description of the land to be annexed. The land must be described by reference to the government lot, private claim, quarter-section, section, town and range in which the land lies. The land must be further described by metes and bounds commencing from a monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the land lies; OR

☐ If the land is wholly and entirely within a lot or lots, or all of a block or blocks of a recorded subdivision plat or certified survey map, it must be described by reference to the lot (s) and/or block (s) therein, along with the name of the plat or the number, volume, page, and County of the certified survey map.

☒ The land may NOT be described only by:
-Aliquot part;
-Reference to any other document (plat of survey, deed, etc.);
-Exception or Inclusion;
-Parcel ID or tax number.

s. 66.0217 (1) (g) THE MAP

☒ The map shall be an ***accurate reflection*** of the legal description of the parcel being annexed. As such, it must show:
-A tie line from the parcel to the monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the parcel lies. The corner and monument must be identified.
-Bearings and distances along all parcel boundaries as described.
-All adjoiners as referenced in the description.

☒ The map must include a **graphic scale.**

☒ The map must show and identify the existing municipal boundary, in relation to the parcel being annexed.

[It is beneficial to include a North arrow, and identify adjacent streets and parcels on the map.]

s. 66.0217 FILING

☒ The petition must be filed with the Clerk of the annexing City or Village and with the Clerk of the Town in which the land is located.

☐ If the annexation is by one-half approval, or by referendum, the petitioner must post notice of the proposed annexation as required by s. 66.0217 (4).

☒ If the lands being annexed are within a County of 50,000 or greater population, the petition must also be filed with the Department of Administration for review

[Note that no municipality within a County of 50,000 or greater population may enact an annexation ordinance prior to receiving a review determination from the Department of Administration.]

UNANIMOUS PETITION FOR DIRECT ANNEXATION

We, the undersigned, constituting the owners and electors of the land within the territory of the Town of Reedsburg, Sauk County, Wisconsin, lying contiguous to the City of Reedsburg, petition the Common Council of the City of Reedsburg to annex the territory described below and shown on the attached scale map to the City of Reedsburg, Sauk County, Wisconsin:

DESCRIPTION OF TERRITORY:

Legal Description:

A parcel of land being all of the Northwest Quarter of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter, Section 12, Town 12 North, Range 04 East. Town of Reedsburg, Sauk County, Wisconsin, described as follows:

Beginning at the Northwest Corner of Section 12, Town 12 North, Range 04 East; thence along the north line of the NW1/4 of said Section 12, N89°29'44"E, 2638.49 feet to the North Quarter Corner of said Section 12; thence along the east line of the NE1/4 of the NW1/4 of said Section 12, S00°23'06"E, 1329.48 feet to the southeast corner of the NE1/4 of the NW1/4 of said Section 12; thence along the south line of the NE1/4 of the NW1/4 and the NW1/4 of the NW1/4 of said Section 12, S89°32'18"W, 2651.44 feet to the southwest corner of the NW1/4 of the NW1/4 of said Section 12; thence along the west line of the NW1/4 of the NW1/4 of said Section 12, N00°10'27"E, 1327.59 feet to the Northwest Corner of said Section 12 and the Point of Beginning.

Containing 80.67 acres of land more or less.

A scale map showing the boundaries of the above described territory and the relationship of the territory to the City of Reedsburg is attached.

The population of the territory to be annexed is _Five_ (_5__).

Dated this 25th day of Jan., 2018.

Steven R. Bowden

Owners Name – Steven R. Bowden

Additional Owners Name

NOTE: A copy of this petition together with the legal description of the territory and scale map described herein shall be filed with the Town Clerks of the towns in which the territory is located.

REVISIONS			REVISIONS		
NO.	DATE	REMARKS	NO.	DATE	REMARKS

ANNEXATION MAP
REEDSBURG ELEMENTARY SCHOOL
NW1/4-NW1/4 & NE1/4-NW1/4, SECTION 12, T12N, R04E
TOWN OF REEDSBURG, SAUK COUNTY, WISCONSIN

vierbicher
planners | engineers | advisors

ORDINANCE NO. 1867-18
(Zoning Change – Parcel #030-0362-00000 – E6977 E. Reedsburg Rd)

The City of Reedsburg, Sauk County, Wisconsin, does hereby ordain as follows:

SECTION 1: PURPOSE.

The purpose of this ordinance is to rezone the described property that is being purchased by the Reedsburg School District for a proposed elementary school.

SECTION II: PROVISION AMENDED.

The zoning map for the City of Reedsburg as set forth in the official map provided for in the Ordinances for the City of Reedsburg is hereby permanently amended so as to zone the territory listed below in the manner set forth below.

SECTION III: PROPERTY ZONING

Parcel #030-0362-00000 – E6977 E. Reedsburg Road, Reedsburg, Wisconsin, is hereby zoned Government

A property map may be obtained or accessed from the City Clerk at Reedsburg City Hall, 134 S. Locust St, Reedsburg, WI; (608) 524-6404; www.reedsburgwi.gov .

SECTION IV: VALIDITY.

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION V: CONFLICTING PROVISIONS REPEALED.

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION VI: EFFECTIVE DATE.

This ordinance shall be in force from and after its introduction and publication as provided by statute.

SECTION VII: PART OF CODE:

This Ordinance becomes part of the City of Reedsburg Code, Chapter 17.

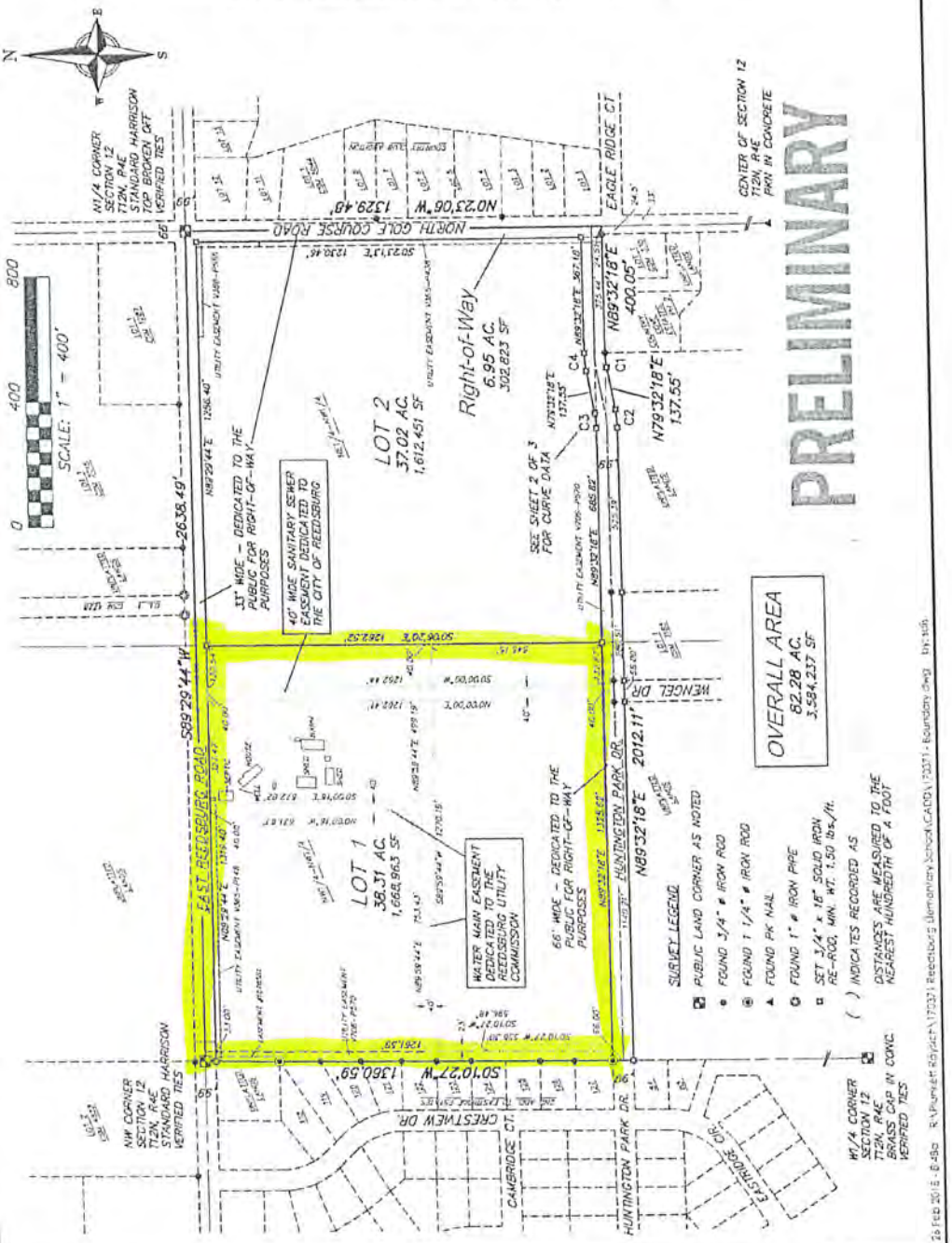
Dated this 26th day of March 2018.

David G. Estes, Mayor	Jacob Crosetto, Clerk/Treasurer

1st Reading at Council:	March 26, 2018
Public Hearing Noticed:	April 5, 2018 & April 12, 2018
2nd Reading at Council/Public Hearing:	April 23, 2018
Published, Enactment Date:	May 3, 2018

CERTIFIED SURVEY MAP No._____

BEING PART OF LOT 1, CSM 3185, PART OF WENGEL DRIVE, ALL OF THE NW 1/4-NW 1/4 & THE NE 1/4-NW 1/4 AND PART OF THE SW 1/4-NW 1/4 & THE SE 1/4-NW 1/4, ALL IN SECTION 12, TOWNSHIP 12 NORTH, RANGE 04 EAST, CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN



vierbicher
planners | engineers | advisors
REEDSBURG • MADISON • PRAIRIE DU CHIEN
119 Monona Drive, Suite 201 Madison, Wisconsin 53713
Phone: (608) 826-0532 Fax: (608) 826-0530

PN: 170371	SURVEYED FOR:- Reedsburg School Dist. 501 K Street Reedsburg, WI 53959	C.S.M. No._____
DATE: 02/23/2018		Doc. No._____
REV.		Vol._____ Page_____
Drafted By: sds		SHEET 1 OF 3
Checked By: mlon		

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STAFF REPORT **AGENDA ITEM:** III-G

To: Mayor and Common Council
Prepared By: Steven Zibell, Public Works
Through: Stephen P. Compton, City Administrator
Date of Meeting: March 26, 2018

Subject: 2018 Street Work Bids

BACKGROUND AND REQUEST

Budgeted item in the 2018 Capital Improvement Plan. This work is for all our street projects including the school infrastructure. The bids also include seal coating various streets.

ANALYSIS

Bid opening was 3/08/18 for crushed aggregate, asphalt pavement, seal coating, heavy equipment rental and concrete work. See attached bid tab for details.

STAFF RECOMMENDATION

Public Works Committee and staff recommend approval and award of the contracts to all the low bidders as listed below:

Contractor	Description	Amount
Rennhack Construction Knuth Concrete	2018 C&G Contract 'A' Sidewalk Contract 'B'	$254,182.43 $8,690.00
Ray Zobel & Sons	2018 Crushed Aggregate Base Course	$170,715.15
D.L. Gasser	2018 Asphalt Pavement	$258,393.92
Ray Zobel & Sons	2018 Annul Rental Contract	$95/hr Quad axle dump $135/hr Backhoe
Fahrner Asphalt	2018 Seal Coat Various Streets	$109,125.00

Attachment:
Bid Tab

CITY OF REEDSBURG BID OPENING

134 South Locust Street
Reedsburg, WI 53959
Project: 2018 C&G CONTRACT 'A', SIDEWALK CONTRACT 'B' 3/08/18

BIDDER	BID SECURITY	BASE BID	COMMENTS
Knuth Concrete	Cert. Check	$300,190.00 $8,690.00	Contract "A" Contract "B"
Rennhack Construction	Bond	$254,182.43 $8,820.00	Contract "A" Contract "B"

CITY OF REEDSBURG BID OPENING

134 South Locust Street
Reedsburg, WI 53959
Project: 2018 CRUSHED AGGREGATE BASE COURSE 3/08/18

BIDDER	BID SECURITY	BASE BID	COMMENTS
Ray Zobel & Sons	Bond	$9.35/yd $10.35/yd	Stockpiled Tailgate spread in place

CITY OF REEDSBURG BID OPENING

134 South Locust Street
Reedsburg, WI 53959
Project: 2018 ASPHALT PAVEMENT 3/08/18

BIDDER	BID SECURITY	BASE BID	COMMENTS
Scott Const.	Bond	$269,137.60	$50.65 4LT58-28S $51.15 4MT58-28
D.L. Gasser	Bond	$252,393.92	$47.46 4LT58-28S $47.98 4MT58-28

CITY OF REEDSBURG BID OPENING

134 South Locust Street
Reedsburg, WI 53959
Project: 2018 ANNUAL RENTAL CONTRACT 3/08/18

BIDDER	BID SECURITY	BASE BID	COMMENTS
Ray Zobel & Sons	Bond	$95/hr $135/hr	Quad axle dump Backhoe

CITY OF REEDSBURG BID OPENING

134 South Locust Street
Reedsburg, WI 53959
Project: 2018 SEAL COAT VARIOUS STREETS 3/08/18

BIDDER	BID SECURITY	BASE BID	COMMENTS
Scott Construction	Bond	$111,514.29	Slag
Fahrner Asphalt	Bond	$109,125.00	Quartz

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STAFF REPORT **AGENDA ITEM:** IV-A

To: Mayor and Common Council
Prepared By: Kurt Muchow, Technical Assistant: Reedsburg Industrial and Commercial Dev. Commission
Through: Stephen P. Compton, City Administrator
Date of Meeting: March 26, 2018

Subject: Reedsburg Hardwoods and Meister Log & Lumber Co. Expansion – Development Agreement Resolution 4326-18

BACKGROUND:

On February 26, 2018 an Memorandum of Understanding was approved by the City Council for expansion of Reedsburg Hardwoods and Meister Log & Lumber. The expansion of the Reedsburg facility resulting in an increase in tax base of $316,000 and creation of 11 new jobs. The expansion is only feasible if they are able to obtain the 5.6 acre parcel south of the railroad tracks from the City. The project includes construction of a hardwood dry kiln, a 12,000 sf lumber storage warehouse, an all-weather surface log storage yard, and a private driveway railroad crossing. The project will increase rail usage from 70 to 90 rail cars per year. The total project cost = $1,425,000.

In conjunction with the proposed expansion project, the City will sell the 5.6 acre parcel for $1.00. The City's previous development costs for the 5.6 acre parcel have been funded by TID No. 3 and No. 4. In addition, the City shall provide a $19,680 direct business assistance grant to the business, plus expend $15,500 in soft costs. These costs will be paid with TID No. 9 funds. The Development Agreement and Exhibits have been included along with the Memorandum of Understanding with attachments and initial project cost summary

ANALYSIS / FINANCIAL IMPACT:

The City's new development cost of $35,180 will be paid with TIF proceeds. The Development Agreement is projected to generate $91,975 of surplus TIF increment over the life of TID No. 9. Funds are available in TIF No. 9 to provide the support of the project.

STAFF RECOMMENDATION:

RICDC recommends approval.

ACTION:
If the Mayor and City Council are ready, the following action may be made:

Motion to approve/deny a Development Agreement with Reedsburg Hardwoods and Meister Log & Lumber Co.

ATTACHMENTS:

A. Development Agreement and Exhibits
B. Memorandum of Understanding and Attachments
C. Resolution 4326-18

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Attachment A – Development Agreement

Tax Increment District #9
Development Agreement

City of Reedsburg
&
Midwest Hardwood Corporation

This Development Agreement is dated _____, 2018 by and between Midwest Hardwood Corporation, a Wisconsin Domestic Business Corporation (Midwest) and the City of Reedsburg, a Wisconsin Municipal Corporation (the "City").

RECITALS

A. Midwest does business in Reedsburg as "Meister Log & Lumber Company" and as "Reedsburg Hardwoods".

B. Midwest will expand its operations and premises in Reedsburg and the City will participate in and contribute to the expenses as provided in this Agreement.

C. Midwest currently conducts its Reedsburg business operation on these parcels located in Tax Increment District #9:

- Meister Log & Lumber Company: (Meister) — #276-2086-00000, 1440 Laukant Street (hereinafter Parcel A)
- Hardwoods: (Hardwoods) — #276-2086-01000, 1580 Laukant Street (hereinafter Parcel B)

D. The City owns the following described real property adjacent to Parcels A & B which will be acquired by Midwest: The east 5.6 acres of Tax Parcel #276-2093- 3202 consisting of vacant land located in Tax Increment District #9 (hereinafter Parcel C). (See Exhibit A)

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E. From time to time in this agreement, Parcels A, B and C are collectively referred to as "the Parcels".

F. Midwest will develop and complete on the parcels a project having the following elements:

- Hardwood Dry Kiln.
- 12,000 square foot lumber storage warehouse and parking lot.
- Private drive crossing by railroad spur.
- Log storage yard.
- 8' earthen berm.
- With associated mechanical, office area, access drives, parking areas, stormwater facilities and landscaping.
- All as depicted and illustrated on the site plan attached as Exhibit B.

G. Midwest has requested Tax Increment Finance (TIF) Assistance from the City with regard to the project.

H. Upon completion of the project, the City and Midwest estimate the Tax Increment Value of the property will be sufficient to generate sufficient tax increment revenues for the purposes of this Agreement.

I. This Agreement is premised on the following findings:

- Midwest's ability to complete the project is contingent upon the City providing the assistance requested by Midwest on the terms set forth in this Agreement.
- It is in the public interest to utilize tax incremental financing incentives to assist Midwest to undertake the project in a manner that is consistent with the terms and conditions of this Agreement.

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- The City intends to cover its costs through the available tax increment generated by the project.
- The project and Property uses contemplated by this Agreement are needed to serve the interests of the City and its residents by expanding the tax base of the City, providing additional development and employment opportunities, and providing a financing mechanism to assist Midwest consistent with the purposes of a Tax Increment District under Wis. Stat. sec. 66.1105.
- Completion of Midwest's project and fulfillment of the terms and conditions of this development agreement are in the vital and best interests of the City and its residents and fulfill a public purpose consistent with state law.

AGREEMENT

Section 1. City Obligations.

The City shall:

1. Sell Parcel C as illustrated on Exhibit A for one dollar ($1.00) and other good and valuable consideration. The parcel size is approximately 5.6 acres. The estimated value of the parcel is $112,000.00 or $20,000.00 per acre. Provide a Certified Survey Map of the parcel conveyed. Provide Title Insurance for the parcel and pay for land transfer costs.

2. Using TID No. 9 funds, shall provide a Direct Business Assistance grant in the amount of $19,860.00 to be used towards the construction of the private railroad driveway crossing.

3. Incur City development costs of $149,680.00 comprised of the following elements:

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Previous Dev. Costs of 5.6 Acre Parcel (Paid by TID No. 3 and TID No. 4	$ 112,000.00
New Development Costs:	
a. Up-Front Direct Business Assistance Grant	$ 19,680.00
b. Capitalized Interest & Borrowing Costs	$ 2,500.00
c. Soft Costs (Legal, TID, CSM, Land Transfer Consultant, etc.)	$ 15,500.00
d. Subtotal New City Development Costs	$ 37,680.00
Total City Development Costs	$ 149,680.00

4. Borrow funds using general obligation (GO) debt to pay the City's new development costs.

5. Provide TIF contributions to the Project as defined in Section 4; and, cooperate and assist Midwest with regard to application and implementation of other government assistance for the Project.

6. Cooperate with Midwest throughout with implementation of the project and promptly review and process all submissions and applications in accordance with applicable City ordinances.

Section 2. Midwest Obligations.

Midwest shall:

1. Purchase Parcel C from the City for one dollar ($1.00) and other good and valuable consideration. The parcel size is approximately 5.6 acres.

2. Construct and operate a new hardwood dry kiln on Parcel B as shown on Exhibit B according to the schedule shown on Exhibit C. The new dry kiln will increase Midwest's Reedsburg facilities kiln capacity by 25%.

3. Construct a 12,000 square foot lumber storage warehouse and parking lot on Parcel B as shown on Exhibit B according to the schedule shown on Exhibit C. The

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warehouse will be located approximately 40 feet from the straight right-of-way and parking lot approximately 5 feet from the public street right-of-way. The setback for the parking lot will require a variance from the City's Zoning Ordinance. To mitigate the reduced setbacks, Developer shall install an attractive company sign on the front of the building and maintain sufficient green space.

4. Construct a private driveway crossing of the Wisconsin & Southern Railroad to connect Parcel B and Parcel C. The private drive will be located as shown on Exhibit A and be constructed according to the schedule shown on Exhibit C.

5. Construct and operate a log storage yard on Parcel C. The log storage yard shall have an all-weather surface of either crushed aggregate stone or asphalt pavement.

6. Construct an eight foot high earthen berm or wood fence along the west and south property lines of Parcel C to screen the log yard from the public right-of-way and the industrial lots to the west. The berm or wood fence shall be constructed according to the schedule shown on Exhibit C. The earthen berm or wood fence shall be properly maintained by regular mowing and/or staining.

7. Expend approximately $1,425,000.00 toward the facility expansion project, which is broken down as follows:

a. $325,000.00 for real estate improvements (warehouse)
b. $800,000.00 for manufacturing equipment (dry kiln and related equipment)
c. $100,000.00 for the railroad crossing.
d. $200,000.00 for log yard improvements (gravel/blacktop surface, screening fence or earthen berm)

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8. Increase the equalized taxable value of real estate on the parcels by $316,000.00 by December 31, 2019, which is equal to 80% of the real estate construction costs, plus $56,000.00 for the equalized value of Parcel C.

9. Generate a minimum of $7,900 of additional annual tax increment revenue with the first full payment being in 2021 and annual such payments through 2026.

10. Develop a storm water management system on Parcel C to meet the requirements of state and federal storm water regulations and apply for all necessary permits.

11. Expand the use of the Wisconsin Southern Railroad to transport product to and its facilities. The estimated rail usage will increase from 70 cars per year (existing rail traffic) to 90 cars per year by December 31, 2020. (This is an aspiration only.)

12. Midwest acknowledges the City will construct a city street in the future from Bernien Street south along Midwest's east property line, cross the railroad tracks and connect to the east end of Enterprise Drive as shown on Exhibit A. Said street construction will be funded by the City. In the event the City is unable to obtain a right-of-way from the owner of the property located east of Parcel C, Midwest agrees to grant a 66 foot wide right-of-way along the east property line of Parcel C for the future City street, as shown on Exhibit A as the alternative street location.

13. Submit site plan, including building plans and landscape plans for City review and approval; and construct and maintain the project in accordance with the approved plans.

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14. Midwest shall not seek a reduction of property tax assessment during the term of this agreement.

15. Any costs expended by Midwest will be exclusive to Midwest and will not be a cost to the City.

16. Obtain all necessary permits and approvals for the project and comply with all applicable laws, codes, ordinances, rules and regulations and pay all required permit, impact, connection and other fees.

Section 3. Job Creation.

Midwest expects to create a minimum of eleven (11) full-time equivalent (FTE) jobs with competitive hourly wages no later than December 31, 2019. The failure of Midwest to create such jobs shall not constitute a default under this Agreement if Midwest completes the Project.

Section 4. Tax Increment Financing (TIF)

1. The Tax Increment Financing (TIF) incentive available to Midwest under this Agreement shall be composed of City Development costs.

2. City Development Costs. The City shall borrow funds using general obligation (GO) debt or use funds on hand in the amount of $37,680.00 which will be expended as follows:

Direct City Expenditures:	
Construct private rail crossing	$ 19,680.00
Capitalized Interest & Borrowing	$ 2,500.00
Soft Costs	$ 15,500.00
	$ 37,680.00

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Section 5. Security.

1. In consideration for the benefits of the City's Tax Increment Financing, and to assure that City taxpayers will not incur responsibility for developments costs, Midwest shall provide the security set forth in this section.

2. Insurance.

a. Insurance. Midwest shall maintain insurance on the Parcels, in an amount not less than the full insurable value of the improvements, for fire, casualty, and external damage coverage and shall name the City as an additional insured, for the term of this Agreement. The City shall be in a subordinate position to any bank and/or other lender (collectively, the "Lender") providing construction or long-term financing for the facility or to Midwest. A copy of an insurance binder or certificate of insurance demonstrating compliance with this Section shall be submitted to the City within thirty (30) days after commencement of construction at the facility. Thereafter, Midwest shall provide the City with written evidence of compliance with this Section on an annual basis. In the event the improvements on the parcel are damaged or destroyed before the City has totally recovered its expenditures for this project, the proceeds from the insurance shall be payable to Midwest, and subject to the Lender's requirements, shall be applied toward either (a) the reconstruction of the improvements so destroyed or damaged, or (b) the then outstanding unpaid principal balance of the City's loan taken out of the City's development

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costs. The parties agree that solely for purposes of this Agreement, the amount of the City's development cost is $149,680.00, which is comprised of $112,000 land value + $19,680 TIF Direct Business Assistance Grant + $18,000.00 soft costs (capitalized interest, survey, legal, title insurance, consultants, etc.)

b. First Position Real Estate Mortgage. The parties acknowledge and agree that the Tax Increment received by the City from TID No. 9 is intended to be sufficient to pay the City those sums which the City has incurred in the acquisition and development of the Development Site. The parties agree that solely for purposes of this Agreement, the amount the City considers attributable to the Development Site is $149,860 ("City Upfront Development Cost"), The City Upfront Development Costs includes the terms summarized in Section 1.3 above.

It is specifically agreed by and between the parties hereto that the City shall have a first position real estate mortgage against Parcel C to guarantee Midwest shall convey the parcel back to the City in the event Midwest does not implement the proposed lumber storage facility expansion. Said conveyance shall be free and clear of all liens and encumbrances. The first position real estate mortgage shall be in the amount of $149,680.00, which is equal to the City Upfront Development Cost. It is also specifically agreed by and between the parties hereto that the City shall subordinate the first mortgage lenders once construction is started and funds are disbursed by the

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lender. Upon completion on the facility expansion, the Real Estate Mortgage shall be in a subordinate security position to the first mortgage lenders, but shall remain against the parcel for the term of the Agreement. Mortgage shall be satisfied and the claim to property released upon completion of construction of building referred to above in Section 2.

c. Guaranteed Tax Increment Revenue. During the term of this Agreement, Midwest shall generate at least $7,900.00 of additional annual tax increment revenue with the first full payment being in 2021, For purposes of this agreement, the existing real estate and personal property taxes payable in 2018 generated by Midwest's existing facilities is $112,150.84. In the event the actual tax increment revenue payment is less than the amount specified, Midwest shall pay to City annually a sum equal to the difference between the amount specified and the actual tax revenue. The payments shall be made by Midwest to the City and shall continue annually until the expiration date of this Agreement. If the Developer fails to make the payment upon the written demand of the City, the City shall add the amount owed by the Developer to the real estate tax bill for the Development Site. In no event shall this paragraph be interpreted to allow Midwest to pay less than the legally established annual property tax levied against the property which may be in excess of the guaranteed minimum amount established above; nor shall Midwest be relieved of its responsibility to pay such taxes levied after termination of this Agreement. Section 6.

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Miscellaneous Provisions.

1. Use of Funds. Midwest may use TIF supported funds only to fund Qualified Expenditures as set forth in this Agreement.

2. Maintenance and repair. Midwest shall at all times keep and maintain, or cause to be kept and maintained, the parcels in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.

3. Transfer and Sale of Project property.

   a. Notice of Intent to Transfer. If Midwest intends to sell, transfer or convey the parcels or any part thereof before termination of this Agreement, Midwest shall provide to the City a written request for transfer thirty (30) days prior to the anticipated transfer. The City shall not unreasonably withhold, condition, or delay consent to such request. Subject to Subsection 6.6 below, Midwest may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Midwest to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Midwest. This Agreement shall run with the land and shall be binding upon all current and future owners of the parcels. Midwest shall be required to provide the City with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or

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refinance loans for the purchase of the Property of payment of costs of the Project.

b. No Transfer to Exempt Entities. Prior to the closure of Tax Increment District #9, the parcels shall not be sold, transferred or conveyed to, leased or owned by any entity or used in any manner that would render any part of the Project or the parcels exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.

4. Easements. Midwest and the City shall cooperate and grant to each other such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement.

5. General Indemnity.

a. Protection Against Losses. Midwest shall indemnify, defend and hold harmless the City and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorney's fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:

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1. Any breach by Midwest of the terms of this Agreement;

2. Any non-compliance with laws, ordinances, rules or regulations applicable to Midwest's obligations under this Agreement; or

3. Any governmental, regulatory or other proceedings to the extent any such proceedings result from Midwest's failure to comply with its obligations under this Agreement or otherwise.

b. Indemnification Procedures. Midwest shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following the written notice thereof from the City, which notice shall be given by the City within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Midwest's indemnification obligations to the City unless and only to the extent to which such failure has substantially prejudiced Midwest. Notwithstanding the foregoing, in its sole discretion and at its expense, the City may participate in or defend or prosecute, through their own counsel(s), any claim, suit or action for which either of them is entitled to indemnification by Midwest; provided, however; that if the City is advised in writing by its legal counsel that there is a conflict between the positions of Midwest and City, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City different from or in addition to those available to Midwest, then counsel for the City, at Midwest's expense, shall be entitled to conduct that defense only

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to the extent necessary to protect the interest of the City. Midwest shall not enter into any compromise or settlement without the prior written consent of the City, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City shall be reasonable grounds for the City to refuse to provide written consent to a compromise or settlement. If Midwest does not assume the defense of such claim, suit or action, Midwest shall reimburse the City for the reasonable fees and expenses of counsel(s) retained by the City and shall be bound by the results obtained by the City.

6. Assignment. Midwest may not assign its rights under this Agreement without the express prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

7. Relationship of Parties. The City is not a partner or joint venture with Midwest in the Project or otherwise. Under no circumstances shall the City be liable for any of the obligations of Midwest under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.

8. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder in the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by

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any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is able to prevent.

9. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.

10. Time.

a. Attached as Exhibit C is a Timetable/Implementation Schedule.

b. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.

c. Implementation Schedule. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and Midwest, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld, conditioned or delayed. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.

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11. Termination. This Development Agreement shall terminate at such time as Midwest has paid in full, by way of annual tax increment revenue, the City's new development costs of $37,680.00; estimated to be in 2026.

12. Notices. All notices, demands, certificates, or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the Unites State mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To the City:	City of Reedsburg 134 South Locust Street Reedsburg, Wisconsin 53959
To the Midwest:	Midwest Hardwood Corporation 9450 83rd Avenue North Maple Grove, Minnesota

The foregoing addresses shall be presumed to be correct until written notice of a different address is given according to this paragraph.

13. Governing Law and Venue. The laws of the State of Wisconsin shall govern this Agreement. Venue for any disputes shall be the Sauk County Circuit Court.

14. Recording of Agreement. The City may record this Agreement or a Memorandum of this Agreement with the Register of Deeds for Sauk County, Wisconsin. Upon request of the City, Midwest shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.

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15. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefits of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Owner warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Agreement (or Memorandum thereof).

16. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.

17. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

18. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or Midwest, granting approvals or conditions attendant with such approval, the

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terms of this Agreement shall be deemed controlling and the City and Midwest will take the necessary action to amend any conflicting approvals or conditions.

Signatures to follow on next page

City of Reedsburg
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City of Reedsburg

Dated:_____, 2018

_____
By: David Estes, Mayor

Dated:_____, 2018

_____
By: Jacob Crosetto, Clerk/ Treasurer

Midwest Hardwood Corporation

Dated:_____, 2018

_____
By:_____
Its:_____

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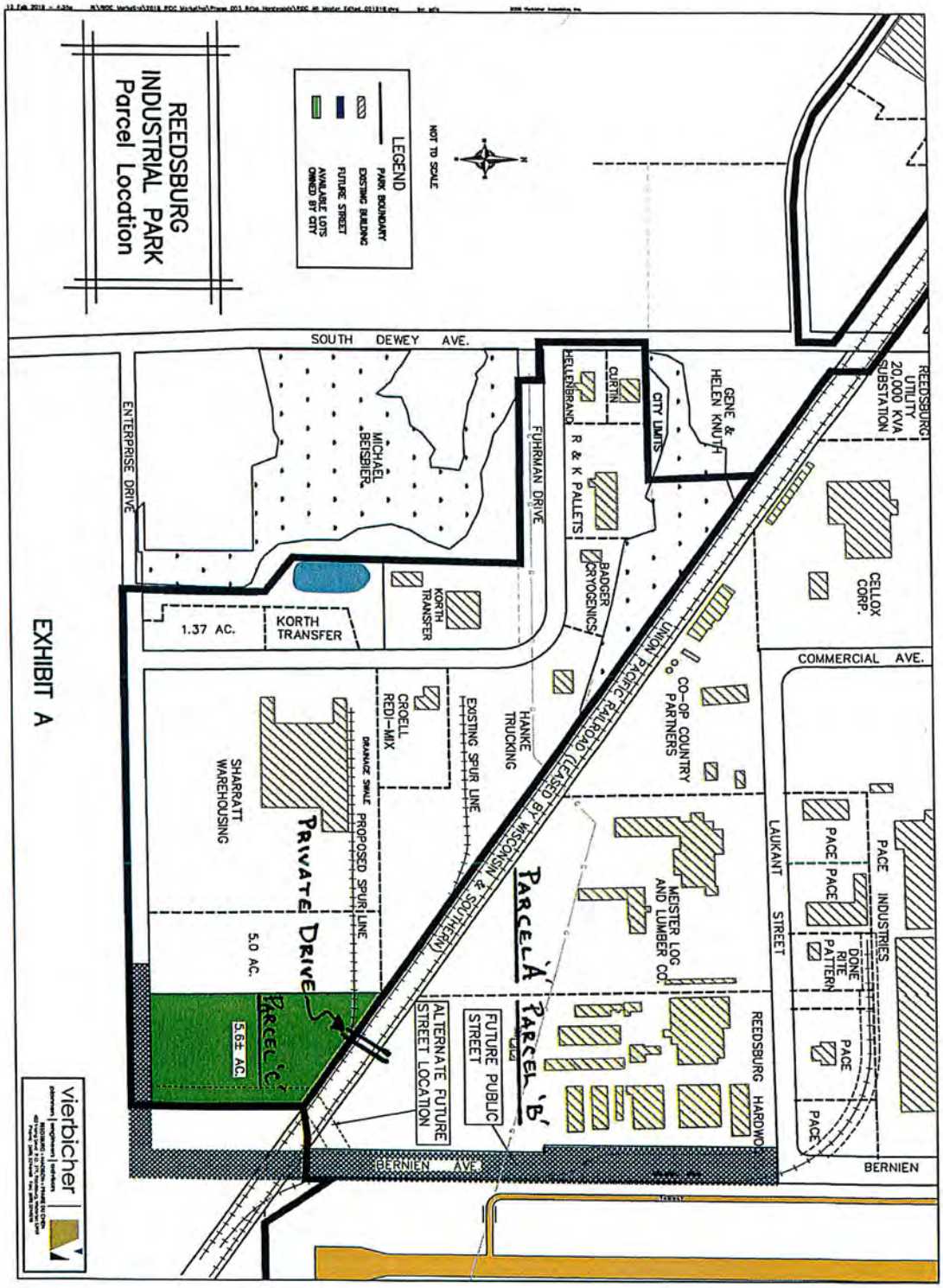
Development Agreement - Exhibit A



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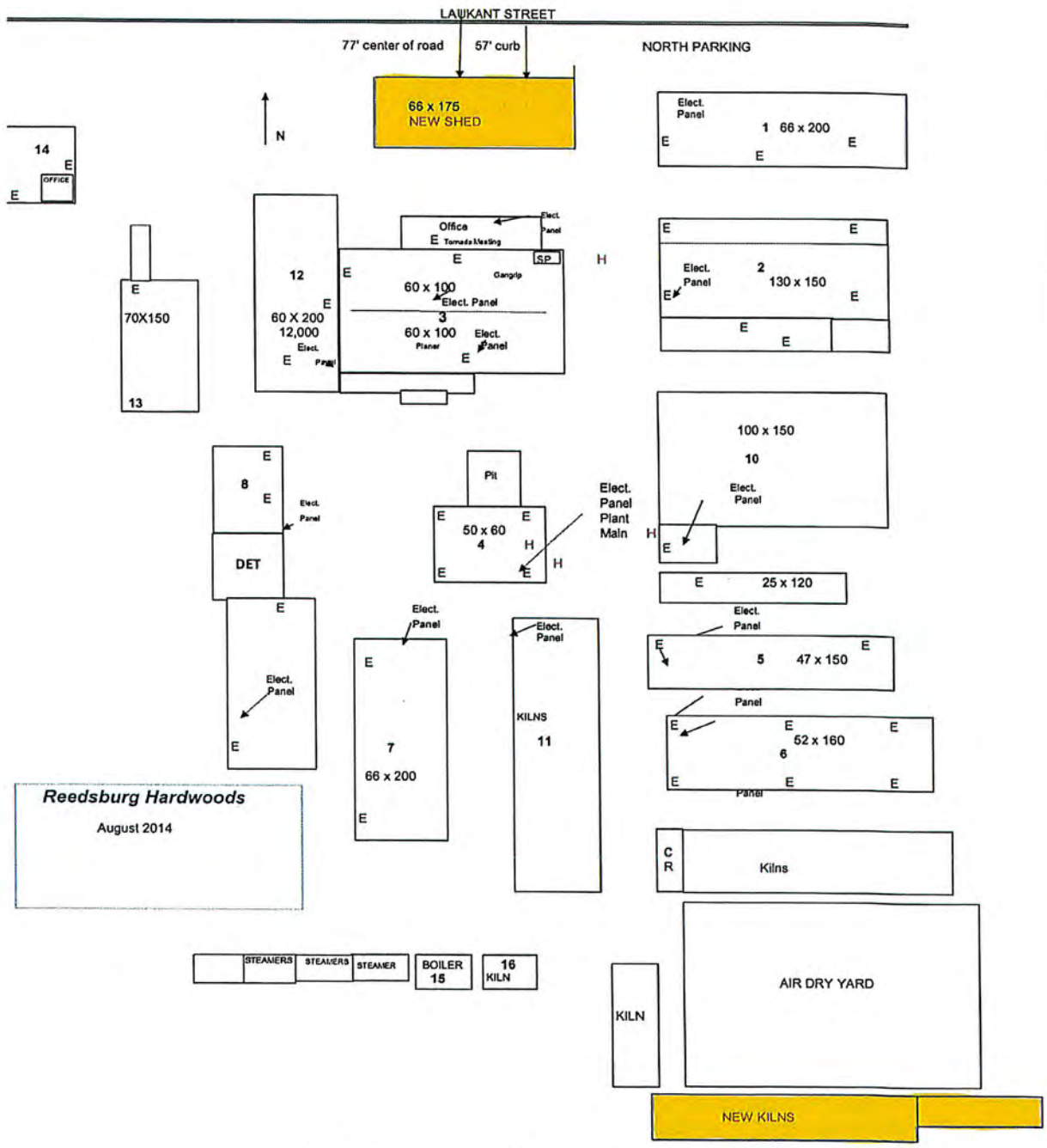
Development Agreement - Exhibit B



REEDSBURG HARDWOODS
SITE PLAN
EXHIBIT B

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Exhibit C: Timetable

Milestone	Approximate Date
2018 Considerations/Approvals/Actions (MOU, Development Agreement, CSM & Land Transfer)	
RICDC Memorandum of Understanding & Variance	02/21/2018
Council Memorandum of Understanding	02/26/2018
Council Allow Developer to Store Logs & Construct Berm on 5.6 Acre Parcel	02/26/2018
Plan Commission CSM	03/13/2018
Zoning Board of Appeals Zoning Variance (Warehouse & Parking Lot)	03/20/2018
Council CSM	03/26/2018
Council Development Agreement	03/26/2018
Council Land Sale / Transfer	03/26/2018
2018 Considerations/Approvals/Actions (Site Plan & Storm Water for Rail Crossing & Log Yard)	
Plan Commission Site Plan	04/10/2018
City Engineer Storm Water	04/10/2018
2019 Considerations/Approvals/Actions (Site Plan & Storm Water for Warehouse)	
Plan Commission Site Plan	04/10/2019
City Engineer Storm Water	04/10/2019
Developer Project Implementation	
Property Closing and Transfer	03/30/2018
Dry Kiln Construction Completion	06/30/2018
Log Storage Yard & Earthen Berm Completion	12/31/2018
Railroad Driveway Crossing Completion	12/31/2018
Lumber Storage Warehouse Completion	12/31/2019

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MEMORANDUM OF UNDERSTANDING

Between

Midwest Hardwood Corporation dba Reedsburg Hardwoods and Meister Log & Lumber Co.

And The

City Of Reedsburg, Wisconsin

Reedsburg Hardwoods and Meister Log & Lumber Co. (Developer) is proposing to expand their existing facilities in Reedsburg's Industrial Park. This Memorandum of Understanding (MOU) is intended to summarize the commitments of the Developer and City of Reedsburg (City). These commitments will be formalized in a Development Agreement which will be executed by the Developer and City. For purposes of this Memorandum of Understanding, Reedsburg Hardwoods and Meister Log & Lumber Co. are commonly referred to as Developer.

WITNESSETH:

Whereas, the Developer is contemplating expanding their existing facilities in Reedsburg's Industrial Park resulting in the creation of new tax base and new jobs; and

Whereas, the facility expansion is only feasible if the Developer is able to obtain additional land from the City; and

Whereas, the City recognizes the importance of growing the local economy and working cooperatively with business to help facilitate business expansion;

Whereas, the City recognizes the economic benefits created by the proposed project is good for the citizens of Reedsburg; and

Whereas, it has been concluded that it is in the City's best interest to have this project be implemented in Reedsburg.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

I. Developer Agreement

1. Purchase the parcel of land identified on Exhibit A from the City for one dollar ($1.00). The parcel size is approximately 5.6 acres.

2. Construct and operate a new hardwood dry kiln as illustrated on Exhibit B within the schedule shown on Exhibit C. The new dry kiln will increase the Developer's Reedsburg facilities kiln capacity by 25%.

3. Construct a 12,000 square foot lumber storage warehouse and parking lot as illustrated on Exhibit B within the schedule shown on Exhibit C. The warehouse is proposed to be located approximately 40 feet from the street right-of-way and the parking lot approximately 5 feet from the public street right-of-way. The proposed setbacks will require a variance from the City's Zoning Ordinance. To mitigate the

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reduced setbacks, Developer agrees to install an attractive company sign on the front of the building and maintain as much green space as possible.

4. Construct a private driveway crossing of the Wisconsin & Southern Railroad to connect the existing parcel to the 5.6 acre parcel purchased as part of Section I. 1 above. The private drive will be located as shown on Exhibit B and be constructed within the schedule shown on Exhibit C.

5. Construct and operate a log storage yard on the 5.6 acre parcel purchased as part of Section I.1 above. The log storage yard shall have an all weather surface of either crushed aggregate stone or asphalt pavement.

6. Construct an eight foot high earthen berm along the west and south property lines of the 5.6 acre parcel to screen the log yard from the public right of way and the industrial lots to the west. The berm shall be constructed within the schedule shown on Exhibit C. The earthen berm shall be properly maintained by regular mowing.

7. Expend approximately $1,425,000 toward the facility expansion, which is broken down as follows:

   a. $325,000 for real estate improvements (warehouse)
   b. $800,000 for manufacturing equipment (dry kiln and related equipment)
   c. $100,000 for the railroad crossing
   d. $200,000 for log yard improvements (gravel/blacktop surface, screening fence or earthen berm)

8. Increase the equalized taxable value of real estate on the parcel by $316,000 by December 31, 2019, which is equal to 80% of the real estate construction costs, plus $56,000 for the equalized value of the 5.6 acre parcel.

9. Generate a minimum of $7,900 of additional annual tax increment revenue, with the first full payment being in 2021.

10. Create 11 new full time equivalent jobs by December 31, 2019.

11. Develop a storm water management system on the parcel to meet the requirements of state and federal storm water regulations and apply for all necessary permits.

12. Expand the use of the Wisconsin Southern Railroad to transport product to and from the facility. The estimated rail usage will increase from 70 cars per year (existing rail traffic) to 90 cars per year by December 31, 2020.

13. Developer acknowledges the City will construct a city street in the future from Bernien Street south along the Developer's east property line, cross the railroad tracks and connect to the east end of Enterprise Drive as shown on Exhibit A. Said street construction will be funded by the City. In the event the City is unable to obtain a right-of-way from the owner of the property located east of the 5.6 acres parcel, Developer agrees to grant a 66 foot wide right-of-way along the east property line of the 5.6 acre parcel for the future City street, as shown on Exhibit A as the alternative street location.

14. Obtain all necessary permits and approvals. Comply with all local, state, and federal requirements. Developer shall be responsible to pay all permit fees and City impact and connection fees.

15. Submit a site plan and building plan for the City to review and approve.

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16. Execute a Development Agreement between the City and Developer as stipulated in Section IV.

17. Developer shall not seek a reduction of property tax assessment during the term of this agreement.

18. Any costs expended by the Developer will be exclusive to the Developer and will not be a cost of the City.

II. City of Reedsburg Agreement

1. Sell the parcel of land identified on Exhibit A to the Business for one dollar ($1.00). The parcel size is approximately 5.6 acres. The estimated value of the parcel is $112,000, or $20,000 per acre.

2. Using TID No. 9 funds, the City shall provide a Direct Business Assistance grant in the amount of $19,680.00 to be used toward the construction of the private railroad driveway crossing.

3. Provide a Certified Survey Map of the parcel.

4. Provide Title Insurance for the parcel and pay for land transfer costs.

5. Accept and process the Zoning Variance application incorporating the conditions included in item I.3.

6. Any money expended exclusively by the City for this project will not be reimbursed by the Developer.

III. Security

1. Insurance. The Developer shall maintain insurance on the Parcel, in an amount not less than the full insurable value of the improvements, for fire, casualty, and external damage coverage and shall name the City as an additional insured, for the term of this Agreement. The City shall be in a subordinate position to any bank and/or other lender (collectively, the "Lender") providing construction or long-term financing for the Facility or to the Developer. A copy of an insurance binder or certificate of insurance demonstrating compliance with this Section shall be submitted to the City within thirty (30) days after commencement of construction at the Facility. Thereafter, the Developer shall provide the City with written evidence of compliance with this Section on an annual basis. In the event the improvements on the Parcel are damaged or destroyed before the City has totally recovered its expenditures for this project, the proceeds from the insurance shall be payable to the Developer, and subject to the Lender's requirements, shall be applied toward either (a) the reconstruction of the improvements so destroyed or damaged, or (b) the then outstanding unpaid principal balance of the City's loan taken out to fund the City's Development Costs. The parties agree that solely for purposes of this Agreement, the amount of the City's Development Cost is $149,680, which is comprised of $112,000 land value + $19,680 TIF Direct Business Assistance Grant + $18,000 of soft costs (capitalized interest, survey, legal, title insurance, consultants, etc).

2. First Position Real Estate Mortgage. The parties acknowledge and agree that the Tax Increment received by the City from TID No. 9 is intended to be sufficient to pay the City those sums which the City has incurred in the acquisition and development of the Development Site. The parties agree that solely for purposes of this Agreement, the amount the City considers attributable to the Development Site is $149,680 ("City Upfront Development Cost"). The City Upfront Development Costs includes the items summarized in Section III.1 above.

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3. It is specifically agreed by and between the parties hereto that the City shall have a first position real estate mortgage against the parcel to guarantee the Developer shall convey the parcel back to the City in the event the Developer does not implement the proposed facility expansion. Said conveyance shall be free and clear of all liens and encumbrances. The first position real estate mortgage shall be in the amount of $149,680, which is equal to the City Upfront Development Cost. It is also specifically agreed by and between the parties hereto that the City shall subordinate to the first mortgage lenders once construction is started and funds are disbursed by the lender. Upon completion on the facility expansion, the Real Estate Mortgage shall be in a subordinate security position to the first mortgage lenders, but shall remain against the parcel for the term of the Agreement. Mortgage shall be satisfied and the claim to property released upon completion of construction of building referred to in Section 1, item 3.

4. Guaranteed Tax Increment Revenue. During the term of this Agreement, the Developer shall generate at least $7,900 of additional annual tax increment revenue with the first full payment being in 2021. For purposes of this agreement, the existing real estate and personal property taxes payable in 2018 generated by the Developer's existing facilities is $112,150. In the event the actual tax increment revenue payment is less than the amount specified, Developer shall pay to City annually a sum equal to the difference between the amount specified and the actual tax revenue. The payments shall be made by the Developer to the City and shall continue annually until the expiration date of this Agreement. If the Developer fails to make the payment upon the written demand of the City, the City shall add the amount owed by the Developer to the real estate tax bill for the Development Site. In no event shall this paragraph be interpreted to allow the Developer to pay less than the legally established annual property tax levied against the property which may be in excess of the guaranteed minimum amount established above; nor shall the Developer be relieved of its responsibility to pay such taxes levied after termination of this Agreement.

IV. Acknowledgements & Contingencies

The parties to this MOU acknowledge the commitments included in this document are preliminary and are subject to change as the project scope is finalized. The parties also acknowledge the following contingents:

1. Approval by the Reedsburg Industrial & Commercial Development Commission, Reedsburg Plan Commission and the Reedsburg Common Council.
2. The term of the Development Agreement will be July 11, 2036, or the termination date of TID No. 9, whichever comes first.

Both parties mutually understand the City and/or Developer will execute a development agreement. This MOU will expire once both parties sign a development agreement or on March 31, 2018, whichever comes first. The terms stated herein constitute the entire agreement between the Developer and City. The City and the Developer must agree to any amendment to this agreement in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on: **February 26, 2018**

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For the Reedsburg Industrial and Commercial Development Commission

Donald H. Lichte, Chair

3-22-18

Date

Witness

3-22-18

Date

For the City of Reedsburg

David G. Estes, Mayor

2-26-18

Date

Stephen Compton, Administrator

Feb 26, 2018

Date

For Reedsburg Hardwoods, Inc & Meister Log & Lumber Co.

Member

Date

Witness

Date

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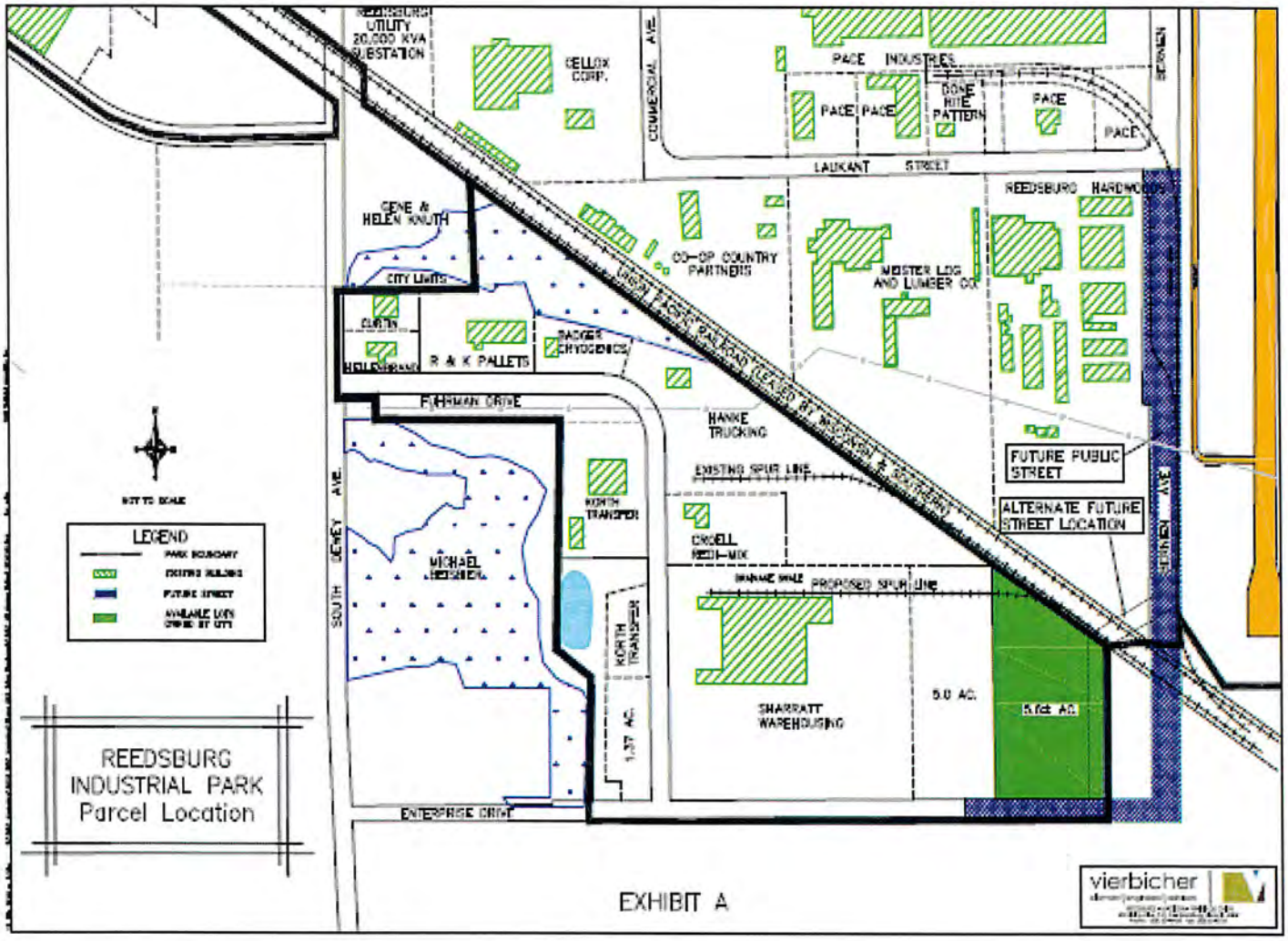
Memorandum of Understanding - Attachment C – Project Location Map



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Memorandum of Understanding – Attachment D – Development Time Line

Milestone	Approximate Date
2018 Entitlements (MOU, Development Agreement, CSM & Land Transfer)	
RICDC Memorandum of Understanding & Variance Approval	02/21/2018
Council Memorandum of Understanding Approval	02/26/2018
Council Approval to Allow Developer to Store Logs & Construct Berm on 5.6 Acre Parcel	02/26/2018
Plan Commission CSM Approval	03/13/2018
Zoning Board of Appeals Zoning Variance Consideration (Warehouse & Parking Lot)	03/20/2018
Council CSM Approval	03/26/2018
Council Development Agreement Approval	03/26/2018
Council Land Sale / Transfer Approval	03/26/2018
2018 Entitlements (Site Plan & Stormwater for Rail Crossing & Log Yard)	
Plan Commission Site Plan Approval	04/10/2018
City Engineer Stormwater Approval	04/10/2018
2019 Entitlements (Site Plan & Stormwater for Warehouse)	
Plan Commission Site Plan Approval	04/10/2019
City Engineer Stormwater Approval	04/10/2019
Developer Project Implementation	
Property Closing and Transfer	03/30/2018
Dry Kiln Construction Completion	06/30/2018
Log Storage Yard & Earthen Berm Completion	12/31/2018
Railroad Driveway Crossing Completion	12/31/2018
Lumber Storage Warehouse Completion	12/31/2019

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Memorandum of Understanding - Attachment E-1 – TID 9 Financial Analysis

Exhibit D - Tax Increment ProForma
City of Reedsburg
Reedsburg Hardwoods and Meidter Log & Lumber
2/14/2018

Assumptions		
Base Value		Equalized
Tax Rate	0.02489	For County, Village, Technical College, and School District
Property Appreciation Rate	0.00%	For Existing Construction
Annual Change in Tax Rate	0.00%	
Construction Inflation Rate	0.00%	For New Construction After 2017 & 2018

Year	Previous Valuation	Inflation Increment	TIF Increment Construction	TIF Increment Pers Prop	Total Valuation	Cumulative Increment	TIF Tax Rate*	TIF Revenue
2016	$0	$0			$0	$0	0.02489	$0
2017	$0	$0	$0	$0	$0	$0	0.02489	$0
2018	$0	$0	$56,000	$0	$56,000	$56,000	0.02489	$0
2019	$56,000	$0	$260,000	$0	$316,000	$316,000	0.02489	$0
2020	$316,000	$0	$0	$0	$316,000	$316,000	0.02489	$1,394
2021	$316,000	$0	$0	$0	$316,000	$316,000	0.02489	$7,865
2022	$316,000	$0	$0	$0	$316,000	$316,000	0.02489	$7,865
2023	$316,000	$0	$0	$0	$316,000	$316,000	0.02489	$7,865
2024	$316,000	$0	$0	$0	$316,000	$316,000	0.02489	$7,865
2025	$316,000	$0	$0	$0	$316,000	$316,000	0.02489	$7,865
2026	$316,000	$0	$0	$0	$316,000	$316,000	0.02489	$7,865
2027	$316,000	$0	$0	$0	$316,000	$316,000	0.02489	$7,865
2028	$316,000	$0	$0	$0	$316,000	$316,000	0.02489	$7,865
2029	$316,000	$0	$0	$0	$316,000	$316,000	0.02489	$7,865
2030	$316,000	$0	$0	$0	$316,000	$316,000	0.02489	$7,865
2031	$316,000	$0	$0	$0	$316,000	$316,000	0.02489	$7,865
2032	$316,000	$0	$0	$0	$316,000	$316,000	0.02489	$7,865
2033	$316,000	$0	$0	$0	$316,000	$316,000	0.02489	$7,865
2034	$316,000	$0	$0	$0	$316,000	$316,000	0.02489	$7,865
2035	$316,000	$0	$0	$0	$316,000	$316,000	0.02489	$7,865
2036	$316,000	$0	$0	$0	$316,000	$316,000	0.02489	$7,865
2037	$316,000	$0	$0	$0	$316,000	$316,000	0.02489	$7,865
Total		**$0**	**$316,000**	**$0**				**$135,103**

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Exhibit E - Debt Service Plan
City of Reedsburg
Reedsburg Hardwoods and Meidter Log & Lumber
Total TID Indebtedness
2/14/2018

Principal:	$37,680	Project Cost:	$35,180
Interest Rate:	4.00%	Finance Fees:	$514
Term (Years):	8	Interest Earned:	$0
# of Principal Payments:	6	Capitalized Interest:	$3,014
Date of Issue:	6/1/2018	Total TID Cost of Loan:	$43,128

Year	Principal Payment #	Unpaid Principal	Principal Payment	Interest Payment	Total Payment	Apply Surplus to Principal
2016	0	$0	$0	$0	$0	$0
2017	0		$0	$0	$0	$0
2018	0		$0	$0	$0	$0
2019	0	$37,680	$0	$1,507	$1,507	$0
2020	0	$37,680	$0	$1,507	$1,507	$0
2021	1	$37,680	$5,681	$1,507	$7,188	$0
2022	2	$31,999	$5,908	$1,280	$7,188	$0
2023	3	$26,091	$6,144	$1,044	$7,188	$0
2024	4	$19,947	$6,390	$798	$7,188	$0
2025	5	$13,557	$6,646	$542	$7,188	$0
2026	6	$6,911	$6,911	$276	$7,188	$0
2027	9	$0	$0	$0	$0	$0
2028	10	$0	$0	$0	$0	$0
2029	11	$0	$0	$0	$0	$0
2030	12	$0	$0	$0	$0	$0
2031	13	$0	$0	$0	$0	$0
2032	14	$0	$0	$0	$0	$0
2033	0	$0	$0	$0	$0	$0
2034	0	$0	$0	$0	$0	$0
2035	0	$0	$0	$0	$0	$0
2036	0	$0	$0	$0	$0	$0
2037	0	$0	$0	$0	$0	$0
Total			$37,680	$8,462	$46,142	$0

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Memorandum of Understanding - Attachment E-3 – TID No. 9 Financial Analysis

Exhibit F - Tax Increment Cash Flow
City of Reedsburg
Reedsburg Hardwoods and Meidter Log & Lumber
2/14/2018

		Revenues				Expenses			
Year	Beginning Balance	Capital Interest & Debt Reserve	TIF Revenues	Interest Income	Total Revenues	Debt Service	Annual TIF Payment	Annual Surplus (Deficit)	Balance After Surplus to Principal
2016	0	0	0	0	0	0	0	0	0
2017	0	0	0	0	0	0	0	0	0
2018	0	0	0	0	0	0	0	0	0
2019	0	3,014	0	0	3,014	1,507	0	1,507	1,507
2020	1,507	0	1,394	0	1,394	1,507	0	(113)	1,393
2021	1,393	0	7,865	0	7,865	7,188	0	677	2,071
2022	2,071	0	7,865	0	7,865	7,188	0	677	2,748
2023	2,748	0	7,865	0	7,865	7,188	0	677	3,425
2024	3,425	0	7,865	0	7,865	7,188	0	677	4,103
2025	4,103	0	7,865	0	7,865	7,188	0	677	4,780
2026	4,780	0	7,865	0	7,865	7,188	0	677	5,457
2027	5,457	0	7,865	0	7,865	0	0	7,865	13,323
2028	13,323	0	7,865	0	7,865	0	0	7,865	21,188
2029	21,188	0	7,865	0	7,865	0	0	7,865	29,053
2030	29,053	0	7,865	0	7,865	0	0	7,865	36,918
2031	36,918	0	7,865	0	7,865	0	0	7,865	44,784
2032	44,784	0	7,865	0	7,865	0	0	7,865	52,649
2033	52,649	0	7,865	0	7,865	0	0	7,865	60,514
2034	60,514	0	7,865	0	7,865	0	0	7,865	68,379
2035	68,379	0	7,865	0	7,865	0	0	7,865	76,245
2036	76,245	0	7,865	0	7,865	0	0	7,865	84,110
2037	84,110	0	7,865	0	7,865	0	0	7,865	91,975
Total		**3,014**	**135,103**	**0**	**138,117**	**46,142**	**0**		

Other Expenses include: Administration Costs and Organizational Costs.

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Attachment F – Resolution

RESOLUTION

FILE NO. 4326-18

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDSBURG, WISCONSIN APPROVING THE DEVELOPMENT AGREEMENT WITH REEDSBURG HARDWOODS AND MEISTER LOG AND LUMBER COMPANY, APPROVING THE SALE OF PROPERTY: EAST 5.6 ACRES OF PARCEL #276-2093-3202, REEDSBURG WISCONSIN.

WHEREAS, the City of Reedsburg – Industrial and Commercial Development Commission has been under negotiations with the Developer for expansion of the current property in the Industrial Park, and

WHEREAS, the City of Reedsburg approved and entered into a Memorandum of Understanding ("MOU") dated February 26, 2018, with Reedsburg Hardwoods and Meister Log & Lumber Co. and;

WHEREAS, the Memorandum of Understanding ("MOU") with Reedsburg Hardwoods and Meister Log & Lumber Co. directs the creation of a Disposition Development Agreement for review and approval.

NOW, THEREFORE, be it resolved by the Common Council of the City of Reedsburg upon recommendation of the Reedsburg Industrial and Commercial Development Commission hereby approves:

Section 1: The Disposition Development Agreement with Reedsburg Hardwoods and Meister Log & Lumber Co.

Section 2: Authorizes the sale of City Property: Eastern at Parcel 276-2093-3202 to Reedsburg Hardwoods and Meister Log & Lumber Co. as directed in the Disposition Development Agreement.

Section 3: Authorizes the City Treasurer to pay proceeds from available funds in TIF District No. 9 (Fund 69).

Section 4: Authorizes the City Attorney, Mayor and City Clerk-Treasurer to sign all transfer documents at time of closing.

STATE OF WISCONSIN)
COUNTY OF SAUK)

I hereby certify that the foregoing resolution is a true, correct and complete copy of a resolution duly and regularly passed by the Common Council of the City of Reedsburg on the 26th day of March, 2018 and that said resolution has not been repealed or amended, and is now in full force and effect.

Dated this 26th day of March, 2018.

CITY OF REEDSBURG

_____

David Estes, Mayor

_____

Jacob Crosetto, Clerk-Treasurer

City of Reedsburg
134 South Locust Street, P.O. Box 490
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Ph. 608-524-6404 Fax. 608-524-8458
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STAFF REPORT **AGENDA ITEM:** IV-B

To: Mayor and Common Council
Prepared By: Steven Zibell, Public Works
Through: Stephen P. Compton, City Administrator
Date of first review meeting: February 12, 2018
Date of final approval meeting: March 26, 2018

Subject: **Resolution 4327-18**
RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO $1,519,666 SANITARY SEWERAGE SYSTEM REVENUE BONDS, SERIES 2018, AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO, AND APPROVAL OF RELATED $2,169,666 FINANCIAL ASSISTANCE AGREEMENT

Resolution 4328-18
RESOLUTION TO AUTHORIZE AMENDMENTS TO THE 2018 WASTE WATER FUND BUDGET

BACKGROUND AND REQUEST

At the February 12, 2018 City Council meeting the Common Council approved staffs request to proceed with seeking Clean Water Fund Loan (CWFL) bonds proceeds. At that meeting it was anticipated that City staff would bring back approval and closing documents for the Councils review.

This CWFL is for our wastewater treatment plant blower building project constructed in 2017. We waited for 2018 since there was a chance to receive more principal forgiveness. We re-applied last fall and have successfully received double the amount of principal forgiveness in the amount of $650,000. Our initial loan requested was $2,442,904 with our total eligible cost at $2,169,666. With the reduction of our forgiveness we will have $1,519,666 of regular loan dollars. Public Works Committee has recommended proceeding with the whole loan amount and starting the loan closing process.

Action Calendar:
- February 12th Council meeting for information and approval to proceed. *Completed*
- March 26th Council meeting action on City Resolutions (4327-18 and 4328-18).
- April loan closing.

ANALYSIS

The Public Works Committee along with staff reviewed this through last year budgeting process. A future need for the Treatment Facility will be planning for a new sludge storage facility on or off site. These proceeds will replenish our cash on hand so we don't have to take out another loan to build our storage facility. A debt coverage test was conducted. As you can see on the attached documents we will have a total of five debt issues/loans. We have two current debt issues which will expire in 2025. Our current net revenues over debt will stand at 123.19% which is over the required minimum of 110%. See the attached Debt Coverage Calculation and Debt Service Schedule for details.

Connect With Reedsburg

City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
Ph. 608-524-6404 Fax. 608-524-8458
www.reedsburgwi.gov

The City also meets the eligibility criteria for an interest rate that is 33% of the CWFL market interest rate. The market rate is currently 3.20%, so we qualify for an interest rate of 1.056%.

Included below is a summary cash flow sheet showing the actual 2017 revenues and expenses along with the approved budget for 2018. A future 2019 proposed budget is also included.

As you can see we will have excess revenue in 2018 due to this loan proceeds disbursement. The proposed 2019 budget has a slight increase in operating expenses and some adjustments to the revenues. We will be in the positive revenues over expense position. The 2019 proposed budget also includes the additional debt service and no rate increase is projected.

Fund 20 Waste Water	2017	2018	2018	2019
	Actual End of Year	Budget Approved	Budget - Adjusted New Loan	Budget Proposed
Beginning Fund Balance Applied (Unaudited)	3,980,596.79	2,990,265.99	2,874,733.29	4,519,371.71
TOTAL REVENUES	3,166,268.94	3,448,500.00	5,218,166.00	3,089,550.00
TOTAL EXPENSES	4,156,599.74	3,564,032.70	3,573,527.57	3,084,789.37
Revenues Over Expenses (Loss)	(990,330.80)	(115,532.70)	1,644,638.43	4,760.63
Ending Fund Balance Applied (Unaudited)	2,990,265.99	2,874,733.29	4,519,371.71	4,524,132.34

'* 2018 Revenue is projected with the New Loan as Revenue and reimburses for the 2017 Expenses.

STAFF RECOMMENDATION

Staff recommends proceeding with the issuance of the Waste Water Bonds and request Council to approve the two resolutions for issuance and budget adjustments. The actual closing of the loan/bonds will be sometime in April. Final proceeds disbursement will be done sometime this summer after the project is closed out along with a final closing statement.

Attachment:
Resolution: 4327-18 -Authorizing Issuance and sale of up to $1,519,666 Sanitary Sewerage System Revenue Bonds – Series 2018 and Approval of Financial Assistant Agreement.
Resolution: 4328-18 -Budget Adjustment for Waste Water Fund 20
Debt Coverage Calculation, Annual Debt Service Schedule

RESOLUTION NO. 4327-18

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO $1,519,666 SANITARY SEWERAGE SYSTEM REVENUE BONDS, SERIES 2018, AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO

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

WHEREAS, pursuant to Resolution No. 3719-05 adopted on August 8, 2005 (the "2005 Resolution"), the Municipality has heretofore issued its Sanitary Sewerage System Revenue Bonds, Series 2005, dated August 24, 2005 (the "2005 Bonds"), which 2005 Bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to Resolution No. 3767-06 adopted on February 27, 2006 (the "2006 Resolution"), the Municipality has heretofore issued its Sanitary Sewerage System Revenue Bonds, Series 2006, dated March 22, 2006 (the "2006 Bonds"), which 2006 Bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to Resolution No. 4075-11 adopted on March 14, 2011 (the "2011 Resolution"), the Municipality has heretofore issued its Sanitary Sewerage System Revenue Bonds, Series 2011, dated March 23, 2011 (the "2011 Bonds"), which 2011 Bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to Resolution No. 4185-13 adopted on May 13, 2013 (the "2013 Resolution"), the Municipality has heretofore issued its Sanitary Sewerage System Revenue Bonds, Series 2013, dated May 22, 2013 (the "2013 Bonds"), which 2013 Bonds are payable from the income and revenues of the System; and

WHEREAS, the 2005 Bonds, the 2006 Bonds, the 2011 Bonds and the 2013 Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 2005 Resolution, the 2006 Resolution, the 2011 Resolution and the 2013 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. 4139-10 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-2016-0578 and dated January 31, 2017 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 sanitary 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 $1,519,666 Sanitary Sewerage System Revenue Bonds, Series 2018, 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 Sanitary Sewerage System Special Redemption Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

(g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(h) "Fiscal Year" means the 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 Reedsburg, Sauk County, Wisconsin;

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

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

(o) "Prior Bonds" means the 2005 Bonds, the 2006 Bonds, the 2011 Bonds and the 2013 Bonds, collectively;

(p) "Prior Resolutions" means the 2005 Resolution, the 2006 Resolution, the 2011 Resolution and the 2013 Resolution, collectively;

(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 sanitary 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 sanitary sewerage system and including all appurtenances, contracts, leases, franchises, and other intangibles;

(t) "2005 Bonds" means the Municipality's Sanitary Sewerage System Revenue Bonds, Series 2005, dated August 24, 2005;

(u) "2005 Resolution" means Resolution No. 3719-05 adopted by the Governing Body on August 8, 2005 authorizing the issuance of the 2005 Bonds;

(v) "2006 Bonds" means the Municipality's Sanitary Sewerage System Revenue Bonds, Series 2006, dated March 22, 2006;

(w) "2006 Resolution" means Resolution No. 3767-06 adopted by the Governing Body on February 27, 2006 authorizing the issuance of the 2006 Bonds;

(x) "2011 Bonds" means the Municipality's Sanitary Sewerage System Revenue Bonds, Series 2011, dated March 23, 2011;

(y) "2011 Resolution" means Resolution No. 4075-11 adopted by the Governing Body on March 14, 2011 authorizing the issuance of the 2011 Bonds;

(z) "2013 Bonds" means the Municipality's Sanitary Sewerage System Revenue Bonds, Series 2013, dated May 22, 2013; and

(aa) "2013 Resolution" means Resolution No. 4185-13 adopted by the Governing Body on May 13, 2013 authorizing the issuance of the 2013 Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of $1,519,666; 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 "Sanitary Sewerage System Revenue Bonds, Series 2018" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 1.056% per annum; shall be issued in denominations of $0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on November 1, 2018 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 an ordinance adopted March 14, 1985 are hereby continued and shall be used solely for the following respective purposes:

(a) Sanitary 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) Sanitary Sewerage System Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.

(c) Sanitary Sewerage System Special Redemption Fund (the "Debt Service Fund"), which shall be divided into two separate accounts known as the "Interest and Principal Account" and the "Reserve Account." The Interest and Principal Account shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due. The Reserve Account is currently not funded, and any moneys on deposit therein in the future in connection with an issue of Parity Bonds are not pledged to the payment of the principal of or interest on the Bonds and shall under no circumstances be used to pay principal of or interest on the Bonds.

(d) Sanitary Sewerage System Depreciation Fund (the "Depreciation Fund"), which shall be used to provide a proper and adequate depreciation account for the System.

(e) Sanitary Sewerage System Surplus Fund (the "Surplus Fund"), which shall first be used when necessary to meet requirements of the Operation and Maintenance Fund including the one month reserve, the Debt Service Fund including the Reserve Account, and the Depreciation Fund. Any money then remaining in the Surplus Fund at the end of any Fiscal Year may be used only as permitted and in the order specified in Section 66.0811(2), Wis. Stats. Money thereafter remaining in the Surplus Fund may be transferred to any of the funds or accounts created by this section.

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, for monthly transfer to the Interest and Principal Account thereof, 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 Debt Service Fund, for monthly transfer to the Reserve Account thereof, any amount required in connection with an issue of Parity Bonds;

(d) 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

(e) 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 (e) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of

any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures and to provide any amounts required to be paid monthly into the Reserve Account.

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 Sanitary 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 sanitary 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 $1,519,666 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 "Sanitary Sewerage System CWFP Project Fund." The Sanitary Sewerage System CWFP 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 Sanitary Sewerage System CWFP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any 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 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: March 26, 2018

Approved: March 26, 2018

_____
David G. Estes
Mayor

Attest:

_____
Jacob Crosetto
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED NO. _____	UNITED STATES OF AMERICA STATE OF WISCONSIN SAUK COUNTY CITY OF REEDSBURG	REGISTERED $_____

SANITARY SEWERAGE SYSTEM REVENUE BOND, SERIES 2018

Final Maturity Date	Date of Original Issue
May 1, 2037	_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

FOR VALUE RECEIVED the City of Reedsburg, Sauk 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, 2019 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 1.056% 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 November 1, 2018.

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, 2019 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 056/1000ths percent (1.056%) 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 Sanitary Sewerage System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted March 26, 2018, and entitled: "Resolution Authorizing the Issuance and Sale of Up to $1,519,666 Sanitary Sewerage System Revenue Bonds, Series 2018, 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 Sanitary Sewerage System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Sanitary Sewerage System Revenue Bonds, Series 2005, dated August 24, 2005, Sanitary Sewerage System Revenue Bonds, Series 2006, dated March 22, 2006, Sanitary Sewerage System Revenue Bonds, Series 2011, dated March 23, 2011 and Sanitary Sewerage System Revenue Bonds, Series 2013, dated May 22, 2013, 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 REEDSBURG,
WISCONSIN

(SEAL)

By:_____
David G. Estes
Mayor

By:_____
Jacob Crosetto
City Clerk

(Form of Assignment)

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

_____

_____

_____

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

Please insert Social Security or other identifying number of Assignee

_____

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

_____

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

Dated:_____

_____

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

Signature(s) guaranteed by

_____

SCHEDULE A

$1,519,666

CITY OF REEDSBURG, WISCONSIN
SANITARY SEWERAGE SYSTEM REVENUE BONDS, SERIES 2018

Amount of Disburse-ment	Date of Disbursement	Series of Bonds	Principal Repaid	Principal Balance

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

Date	Principal Amount
May 1, 2019	$72,646.89
May 1, 2020	73,414.04
May 1, 2021	74,189.29
May 1, 2022	74,972.73
May 1, 2023	75,764.44
May 1, 2024	76,564.51
May 1, 2025	77,373.03
May 1, 2026	78,190.09
May 1, 2027	79,015.78
May 1, 2028	79,850.19
May 1, 2029	80,693.40
May 1, 2030	81,545.53
May 1, 2031	82,406.65
May 1, 2032	83,276.86
May 1, 2033	84,156.27
May 1, 2034	85,044.95
May 1, 2035	85,943.03
May 1, 2036	86,850.59
May 1, 2037	87,767.73

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

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 REEDSBURG

$2,169,666 With up to $650,000 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of April 11, 2018

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. 56276
Clean Water Fund Program Project No. 4139-10

Exhibit B

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EXHIBIT G	FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated April 11, 2018, 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 Reedsburg, 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, and 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 19, 2017, 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.

"Fiscal Sustainability Plan" means a plan meeting the minimum requirements of section 603(d)(1)(E) of the federal Clean Water Act, as amended June 10, 2014.

"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 Reedsburg, 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 $11,310,787 Sanitary Sewerage System Revenue Bonds, Series 2005, dated August 24, 2005; its $3,159,792 Sanitary Sewerage System Revenue Bonds, Series 2006, dated March 22, 2006; its $1,860,236 Sanitary Sewerage System Revenue Bonds, Series 2011, dated March 23, 2011; its $3,310,182 Sanitary Sewerage System Revenue Bonds, Series 2013, dated May 22, 2013; 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-2016-0578, approved by DNR on January 31, 2017, 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 a portion of the Loan principal, 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 $650,000. The applicable percentage of principal forgiveness for this Project, as shown on the Final Funding List, is 30%.

"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. 4139-10 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 sanitary 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 date on which construction of the Project is sufficiently complete in accordance with the contract documents so that the owner can occupy and utilize the Project for its intended use.

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

"Use of American Iron and Steel" means the requirements contained in section 608 of the federal Clean Water Act, as amended June 10, 2014.

"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. 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; 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) To the knowledge of the CWFP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body threatened against, pending, 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 $1,519,666, 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) To the knowledge of the CWFP, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body threatened against, pending, 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, 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, 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) The Project is eligible under s. 281.58(7), Wis. Stats., for financing from the CWFP, and the Project Costs are 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. 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 eligible 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 has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 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.

(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 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 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 annually generate 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, 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 was February 15, 2018.

(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
2016	$484,436.00	$738,011.41	$1,222,447.41
2017	$490,395.63	$736,868.76	$1,227,264.39

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:

2018	$509,494.95	$735,203.73	$1,244,698.68

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 $2,169,666 with Principal Forgiveness of $650,000 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 $1,519,666. 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 056/1000ths percent (1.056%) 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 which include the applicable percentage of Principal Forgiveness up to $650,000; and third, if the Principal Forgiveness cap has been reached, 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 April 11, 2018. 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 costs not eligible for CWFP funding or not eligible under this FAA, the CWFP shall make necessary adjustments to future disbursements.

(2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for CWFP funding or not eligible under this FAA, the Municipality agrees to repay to the CWFP an amount equal to the non-eligible 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 which the recovery may be applied).

(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 applicable Federal requirements (certification must be as prescribed on Exhibit G);

(4) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

(g) IRS Regulation 1.148-6(d)(1)(iii) applies to project expenditures; it 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".

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 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, Project 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, if any, from appropriate authorities 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 the 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, 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, 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, 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, or for unexpected unbudgeted costs incurred for continuing effective operations of the treatment works. 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, and approvals, including, without limitation, the Act, the Regulations, and the WPDES Permit, and with this FAA,.

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 eighty (180) 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; 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; 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 within three business days to the entity submitting the invoice (or to reimburse the Municipality) to which each amount relates, 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 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; any 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, 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, and 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, or 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 the following provision into all Project contracts which have yet to be executed: "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, or 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 consents in writing to such transaction, which consent may be withheld in the absolute discretion of the CWFP.

Section 5.22. 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 5.23. Fiscal Sustainability Plan The Municipality has completed all required components of a Fiscal Sustainability Plan and will maintain the plan at least for the life of the Loan.

Section 5.24. Use of American Iron and Steel The Municipality agrees to comply with requirements for Use of American Iron and Steel contained in section 608 of the federal Clean Water Act, as amended June 10, 2014, for products used in the Project that are made primarily of iron and steel.

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
Matthew Hamilton EP-MN-WS3T
60 Livingston Avenue
St. Paul, MN 55101-2292

(d) City of Reedsburg
134 S Locust St
PO Box 490
Reedsburg, WI 53959

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 unilaterally terminate all or any part of the Project work 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 CWFP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first above written.

CITY OF REEDSBURG

By: _____
David G. Estes
Mayor

Attest: _____
Jacob Crosetto
Clerk-Treasurer

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 REEDSBURG
CWFP Project No. 4139-10

	Total Project Costs	Ineligible CWFP Costs	CWFP Total Award Amount for this Project	Principal Forgiveness Amount (A)	Net CWFP Loan Amount
Force Account	$ 0	$ 0	$ 0	$ 0	$ 0
Interim Financing Costs	0	0	0	0	0
Preliminary Engineering	109,500	0	109,500	0	109,500
Land or Easement Acquisition	0	0	0	0	0
Engineering/Construction Mgmt.	153,000	0	153,000	0	153,000
Construction/Equipment	1,768,549	0	1,768,549	650,000	1,118,549
Contingency	123,617	0	123,617	0	123,617
Miscellaneous Costs	5,000	0	5,000	0	5,000
CWF Closing Costs	10,000	0	10,000	0	10,000
Total	**$ 2,169,666**	**$ 0**	**$ 2,169,666**	**$ 650,000**	**$ 1,519,666**

A = The Municipality is eligible for Principal Forgiveness for up to 30% of the eligible CWFP Total Award Amount for this Project. Thirty percent of the Total Project Costs exceeds the Principal Forgiveness cap of $650,000; therefore, the total amount of Principal Forgiveness awarded for this Project is $650,000.

City of Reedsburg, Wisconsin

Exhibit B-1

Project # 4139-10 Clean Water Fund Program

Loan Closing Date: ***April 11, 2018***

Payment Date	Principal Payment	Interest Rate	Interest Payment	Principal & Interest	Bond Year Debt Service	Calendar Year Debt Service
1-Nov-18		1.056%	8,915.37	8,915.37		8,915.37
1-May-19	72,646.89	1.056%	8,023.84	80,670.73	89,586.10	
1-Nov-19		1.056%	7,640.26	7,640.26		88,310.99
1-May-20	73,414.04	1.056%	7,640.26	81,054.30	88,694.56	
1-Nov-20		1.056%	7,252.63	7,252.63		88,306.93
1-May-21	74,189.29	1.056%	7,252.63	81,441.92	88,694.55	
1-Nov-21		1.056%	6,860.92	6,860.92		88,302.84
1-May-22	74,972.73	1.056%	6,860.92	81,833.65	88,694.57	
1-Nov-22		1.056%	6,465.06	6,465.06		88,298.71
1-May-23	75,764.44	1.056%	6,465.06	82,229.50	88,694.56	
1-Nov-23		1.056%	6,065.02	6,065.02		88,294.52
1-May-24	76,564.51	1.056%	6,065.02	82,629.53	88,694.55	
1-Nov-24		1.056%	5,660.76	5,660.76		88,290.29
1-May-25	77,373.03	1.056%	5,660.76	83,033.79	88,694.55	
1-Nov-25		1.056%	5,252.23	5,252.23		88,286.02
1-May-26	78,190.09	1.056%	5,252.23	83,442.32	88,694.55	
1-Nov-26		1.056%	4,839.39	4,839.39		88,281.71
1-May-27	79,015.78	1.056%	4,839.39	83,855.17	88,694.56	
1-Nov-27		1.056%	4,422.19	4,422.19		88,277.36
1-May-28	79,850.19	1.056%	4,422.19	84,272.38	88,694.57	
1-Nov-28		1.056%	4,000.58	4,000.58		88,272.96
1-May-29	80,693.40	1.056%	4,000.58	84,693.98	88,694.56	
1-Nov-29		1.056%	3,574.52	3,574.52		88,268.50
1-May-30	81,545.53	1.056%	3,574.52	85,120.05	88,694.57	
1-Nov-30		1.056%	3,143.96	3,143.96		88,264.01
1-May-31	82,406.65	1.056%	3,143.96	85,550.61	88,694.57	
1-Nov-31		1.056%	2,708.85	2,708.85		88,259.46
1-May-32	83,276.86	1.056%	2,708.85	85,985.71	88,694.56	
1-Nov-32		1.056%	2,269.15	2,269.15		88,254.86
1-May-33	84,156.27	1.056%	2,269.15	86,425.42	88,694.57	
1-Nov-33		1.056%	1,824.80	1,824.80		88,250.22
1-May-34	85,044.95	1.056%	1,824.80	86,869.75	88,694.55	
1-Nov-34		1.056%	1,375.76	1,375.76		88,245.51
1-May-35	85,943.03	1.056%	1,375.76	87,318.79	88,694.55	
1-Nov-35		1.056%	921.98	921.98		88,240.77
1-May-36	86,850.59	1.056%	921.98	87,772.57	88,694.55	
1-Nov-36		1.056%	463.41	463.41		88,235.98
1-May-37	87,767.73	1.056%	463.41	88,231.14	88,694.55	88,231.14
Totals	1,519,666.00		166,422.15	1,686,088.15	1,686,088.15	1,686,088.15

Net Interest Rate	1.0560%
Bond Years	15,759.6739
Average Life	10.3705

The above schedule assumes full disbursement of the loan on the loan closing date.

07-Mar-18 Wisconsin Department of Administration

EXHIBIT C

FORM OF LOAN DISBURSEMENT TABLE

Amount of Disbursement	Date of Disbursement	Series of Bonds	Principal Repaid	Principal Balance
$_____	_____	_____	$_____	$_____
$_____	_____	_____	$_____	$_____
$_____	_____	_____	$_____	$_____
$_____	_____	_____	$_____	$_____
$_____	_____	_____	$_____	$_____
$_____	_____	_____	$_____	$_____
$_____	_____	_____	$_____	$_____
$_____	_____	_____	$_____	$_____

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 Reedsburg Project Number: 4139-10 Loan/Grant Amount: $2,169,666
Project Description: Upgrade WWTP-Aeration Blowers & Piping, RAS Extension, etc.
Did the municipality satisfy the DBE requirements? ☑ 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
				Municipality Completes at Project Closeout
Prime: Wapasha Construction Company	☐ MBE ☐ WBE ☐ Other ☑ N/A	Construction	$1,768,549	
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ 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
				Municipality Completes at Project Closeout
Prime: Town and Country Engineering, Inc.	☐ MBE ☐ WBE ☐ Other ☑ N/A	Engineering	$262,500	
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ 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	Signature	Date Signed

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

CITY OF REEDSBURG
CWFP Project No. 4139-10

1. Project Description: This Project consists of: modifications to the piping to the selector basins; modifications to the air piping to the aeration basins; construction of a new blower building; installation of new air blowers and electrical equipment; replacement of the existing centrate lift pump; upgrading SCADA and electrical, extending natural gas and water service; conducting miscellaneous site work, including paving and concrete repair. The Municipality is eligible to receive up to 30% of the Project costs as Principal Forgiveness, up to the cap of $650,000. The maximum amount of $650,000 is awarded in this FAA.

2. Ineligible Costs: No ineligible costs were identified during the review of this Project. If the Department identifies ineligible costs as the Project progresses, the Department will notify the Municipality.

3. Other Funding Sources: None

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 administrative expenses.

5. Contingency Allowance: The Contingency allowance of $123,617 is five percent of the amount of uncompleted construction work adjusted for reviewed in-house change orders. Change orders must be approved by the regional CME prior to requesting reimbursement.

Base contingency (Uncompleted construction work x 5%)		$ 13,264
Wapasha Construction Company, Inc.	CO No. 1	$ 89,993
Wapasha Construction Company, Inc.	CO No. 2	$ 20,360
Total Contingency Allowance		$123,617

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. Upon review of the equipment replacement fund schedule in the CWFP application, the annual deposit estimate was determined to be $163,927.

7. DBE Good Faith Effort: In its bid advertisement, the Municipality included language encouraging DBEs to submit bids as prime contractors or to apply to participate as subcontractors. The Municipality's prime contractor made a good faith effort to utilize DBEs in the construction of the Project, contacting 18 DBEs to solicit bids. No DBEs are being utilized, though, as none of the DBEs contacted submitted bids for work.

8. Green Project Reserve: A portion of this Project is eligible as Green Project Reserve (GPR) funding under categorical project #3.2-2 in the GPR guidance. The GPR work includes replacing existing aging positive displacement (PD) aeration blowers with more efficient hybrid or PD blowers. The six existing air blowers are Sutorbilt Model 7MVP with 40 HP motors, supplying air to the three aeration basins. These blowers have a maximum capacity of 800 acfm at 37 hp each, and the plant often requires all blowers to operate to meet peak loads, providing approximately 4,800 acfm of air with 222hp.

The new blowers are expected to require approximately 177 hp to provide the same amount of aeration capacity (three blowers operating at 1,600 acfm and 59 hp each. This would be a reduction in energy usage of approximately 20% at these conditions, and similar energy reductions are expected at other loads.

GPR Amount Included in Project

Green Infrastructure	$0
Water Efficiency	$0
Energy Efficiency	$279,500
Environmentally Innovative	$0
TOTAL Green Project Reserve Funding	$279,500

9. Use of American Iron and Steel: This project is subject to the Use of American Iron and Steel (UAIS) requirements contained in section 608 of the federal Clean Water Act, as amended June 10, 2014.

10. Fiscal Sustainability Plan: The municipality has certified that a Fiscal Sustainability Plan that meets the requirements of section 603(d)(1)(E) of the Water Resources Reform and Development Act has been developed and that the plan will be maintained at least for the life of the loan.

11. Composite Interest Rate: The approved parallel cost percentage for the Project is 83.5%; therefore, 16.5% ($357,995) of the Project Costs are eligible only for market interest rate. Since the Principal Forgiveness in this FAA is up to $650,000, the market rate costs can all be covered with Principal Forgiveness. The remaining Principal Forgiveness ($292,005) is applied to the remaining Project Costs which are all eligible for the subsidized interest rate. The Municipality meets the eligibility criteria for an interest rate that is 33% of the CWFP market interest rate. Since the market interest rate is currently 3.200%, the Municipality's subsidized interest rate is 1.056% and is applicable to the $1,519,666 net Loan amount for this Project. 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 incurs in order to document that it has incurred the full amount of Financial Assistance to be provided, including costs covered by Principal Forgiveness.

Total Eligible Costs	$2,169,666
Parallel Cost Percentage (PCP)	83.50%
Eligible Costs Covered by Non-CWFP Funds	$0
Market Rate Costs	$357,995
Market Rate Costs Funded in Net Loan	$0
Market Rate Costs Paid with Principal Forgiveness	$357,995
CWFP Funding for this Project (Total eligible costs – Eligible costs paid by other grants)	$2,169,666
Principal Forgiveness	$650,000
Net CWFP Loan Amount	$1,519,666
Market Rate Costs @ 3.2%	$0
WWTP/Collection System @ 1.056%	$1,519,666
Composite Interest Rate	1.056%

EXHIBIT G

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

[Prepare on Municipal Letterhead upon Project Completion and Closeout]

The undersigned officials of the City of Reedsburg (the "Municipality") hereby certify that, for all expenditures made for construction of Clean Water Fund (CWFP) Project No. 4139-10 (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, CWFP Project No. 4139-10 has met the requirements for the Use of American Iron and Steel contained in section 608 of the federal Clean Water Act, as amended June 10, 2014.

The Municipality further certifies that a Fiscal Sustainability Plan meeting the requirements of section 603(d)(1)(E) of the Federal Water Pollution Control Act, as amended June 10, 2014, 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: _____ Dated as of: _____
[Name of Highest Elected Official or Authorized Representative]
[Title]

Attest: _____ Dated as of: _____
[Name of Clerk or Secretary]
[Title]

RESOLUTION NO. 4328-18

RESOLUTION TO AUTHORIZE AMENDMENTS TO THE 2018 WASTE WATER FUND BUDGET

WHEREAS, Resolved, by the Common Council of the City of Reedsburg, Sauk County, Wisconsin:

That the following budget amendments are authorized for the budget year 2018:

Fund Revenue:	**Amendment**	**Budgeted**	**Balance**
20-495100 Loan Proceeds	*$1,769,666*	*$400,000*	*$2,169,666*

Fund Expenditure	**Amendment**	**Budgeted**	**Balance**
20-592100-03 Debt Interest Payments	*$9,494.87*	*$263,980.31*	*$1,285,446.54*

Budget Totals: (Waste Water – Fund 20)

Original Total Fund Revenue:	**$3,448,500.00**
Amended Total Fund Revenue:	**$5,218,166.00**
Original Total Fund Expenditures:	**$3,564,032.70**
Amended Total Fund Expenditures:	**$3,573,527.57**

ADOPTED on this 26h day of March, 2018.

_____
David G. Estes, Mayor

_____
Jacob Crosetto, City Clerk-Treasurer

Respectfully Submitted:

The above resolution has been authorized by the governing body of the City of Reedsburg by Resolution No. 4328-18, dated March 26, 2018.

Date Passed: March 26, 2018

Vote: _____

City of Reedsburg - DEBT COVERAGE CALCULATION

SEWER REVENUE BONDS

3/5/2018

**FINAL **

	Baker Tilly	Baker Tilly	Draft Internal
Sewer System Revenues	**2015**	**2016**	**2017**
Sales of Sewer	3,313,070.00	3,253,061.00	3,071,719.00
Other Sewer Revenues	0.00	0.00	77,632.00
Interest Income	2,828.00	9,201.00	16,918.00
reserved	0.00	0.00	0.00
reserved	0.00	0.00	0.00
reserved	0.00	0.00	0.00
reserved	0.00	0.00	0.00
reserved	0.00	0.00	0.00
Total "Gross Earnings"	3,315,898.00	3,262,262.00	3,166,269.00
Sewer System Expenses			
Operation & maintenance	1,339,793.00	1,352,480.00	1,471,266.00
Payroll Taxes	0.00	0.00	0.00
reserved	0.00	0.00	0.00
reserved	0.00	0.00	0.00
reserved	0.00	0.00	0.00
reserved	0.00	0.00	0.00
reserved	0.00	0.00	0.00
Total "Current Expenses"	1,339,793.00	1,352,480.00	1,471,266.00
"NET REVENUES"	1,976,105.00	1,909,782.00	1,695,003.00
			Required
		2019 MAX DS	Debt
Sewer Revenue Debt Issues		Prin & Int	Cover
$11,310,787, CWFP, Series 2005		753,523.23	110%
$3,159,792, CWFP, Series 2006		197,464.62	110%
$1,860,236, CWFP, Series 2011		123,656.35	110%
$3,310,182, CWFP, Series 2013		212,942.17	110%
$1,519,666, CWFP, Series 2018		88,310.99	110%
reserved		0.00	
Max Annual Debt Service		1,375,897.36	
Net Revenues / Max Annual Debt Service -->	1,695,003.00 / 1,375,897.36 =	123.19%	Debt Coverage
Conclusion: need Net Revenues of at least -->	1,513,487.10 (1,375,897.36 x 110%)		to meet Debt Coverage Test
Net Revenues Excess or (Shortfall) -->	181,515.90		

ANNUAL DEBT SERVICE SCHEDULE

**** Maximum Debt Service is SHADED ****

3/5/2018

****FINAL ****

		4139-03	4139-04	4139-05	4139-07	4139-10		
		CWFP	CWFP	CWFP	CWFP	CWFP		
		Sewer Rev [1]	Sewer Rev [1]	Sewer Rev [1]	Sewer Rev [2]	Sewer Rev [3]		
		$11,310,787	$3,159,792	$1,860,236	$3,310,182	$1,519,666	Annual	
		Series 2005	Series 2006	Series 2011	Series 2013	Series 2018	Debt Service	
	Year	Dated 8/24/2005	Dated 3/22/2006	Dated 3/23/2011	Dated 5/22/2013	Dated 3/28/2018	Total	
1	2018	753,727.86	197,510.90	123,684.63	212,991.06	9,494.87	1,297,409.32	
2	2019	753,523.23	197,464.62	123,656.35	212,942.17	88,310.99	1,375,897.36	MAX Annual
3	2020	753,313.38	197,417.28	123,627.37	212,891.98	88,306.93	1,375,556.94	
4	2021	753,098.12	197,368.77	123,597.66	212,840.47	88,302.84	1,375,207.86	
5	2022	752,877.35	197,319.15	123,567.21	212,787.62	88,298.71	1,374,850.04	
6	2023	752,650.93	197,268.36	123,536.00	212,733.38	88,294.52	1,374,483.19	
7	2024	752,418.69	197,216.35	123,504.02	212,677.71	88,290.29	1,374,107.06	
8	2025	752,180.49	197,163.10	123,471.22	212,620.58	88,286.02	1,373,721.41	
9	2026	-	-	123,437.61	212,561.96	88,281.71	424,281.28	
10	2027	-		123,403.17	212,501.80	88,277.36	424,182.33	
11	2028	-	-	123,367.85	212,440.05	88,272.96	424,080.86	
12	2029	-	-	123,331.65	212,376.67	88,268.50	423,976.82	
13	2030	-	-	123,294.57	212,311.66	88,264.01	423,870.24	
14	2031	-	-	-	212,244.92	88,259.46	300,504.38	
15	2032	-	-	-	212,176.43	88,254.86	300,431.29	
16	2033	-	-	-	212,106.15	88,250.22	300,356.37	
17	2034	-	-	-	-	88,245.51	88,245.51	
18	2035	-	-	-	-	88,240.77	88,240.77	
19	2036	-	-	-	-	88,235.98	88,235.98	
20	2037	-	-	-	-	88,231.14	88,231.14	
21	2038	-	-	-	-	-	-	
22	2039	-	-	-	-	-	-	
23	2040	-	-	-	-	-	-	
24	2041	-	-	-	-	-	-	
25	2042	-	-	-	-	-	-	
26	2043	-	-	-	-	-	-	
27	2044	-	-	-	-	-	-	
28	2045	-	-	-	-	-	-	
29	2046	-	-	-	-	-	-	
30	2047	-	-	-	-	-	-	
31	2048	-	-	-	-	-	-	
32	2049	-	-	-	-	-	-	
33	2050	-	-	-	-	-	-	
34	2051	-	-	-	-	-	-	
35	2052	-	-	-	-	-	-	
36	2053	-	-	-	-	-	-	
37	2054	-	-	-	-	-	-	
38	2055	-	-	-	-	-	-	
39	2056	-	-	-	-	-	-	
40	2057	-	-	-	-	-	-	
41	2058	-	-	-	-	-	-	
	Total	6,023,790.05	1,578,728.53	1,605,479.31	3,401,204.61	1,686,667.65	14,295,870.15	
							14,295,870.15	Cross Check
							TRUE	Check with Amort

[1] Project closed-out - final amort schedule.

[2] Project not closed-out.

[3] New Loan at 1.056%, 19 principal payments, closing 3/28/2018, 1st principal 5/1/2019.

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STAFF REPORT

AGENDA ITEM: IV-C

To: Mayor and Common Council
Prepared By: Steve Zibell, Public Works Director
Through: Stephen P. Compton, City Administrator
Date of Meeting: March 26, 2018
Subject: Reedsburg School District – Development Agreement and Resolution 4329-18

BACKGROUND AND REQUEST

On January 22, 2018 the City Council approved a Memorandum of Agreement with School District. On February 19, 2018 the School District finalized the MOU.

School has been is discussion with the City on plans for infrastructure work due to the new school proposed along Reedsburg Road. School has suggested extending Wengel Drive north to intersect with Huntington Park Drive extension. Reedsburg Road from Eastridge Drive would also be reconstructed into an urban section all the way past the proposed schools driveway. Utilities will also be extended where needed.

ANALYSIS

Attached is a Developers Agreement and proposed CIP amendments along with CIP revenues between the School, City and Courtyards.

The Courtyards are involved with this since there was an older Developers Agreement from 1995 between the City and Courtyards. In the agreement the Courtyards is responsible for payment of utilities, curb, gutter and sidewalk along Wengel Drive. Huntington Park Drive improvements are dependent on what is built on the vacant land.

The proposal at this time is to split some of the cost according to the MOU and Developers Agreement.

We can spread the City portion funding over a two year period.
2018 Wengel Drive approximate cost $103,062.00
2018/2019 Huntington Park approximate cost $115,000.00
2019 Viking and Eighth Signal approximate cost $200,000

All of the street work costs are proposed to be contracted with the City and then after completion in 2018 and 2019 we will bill the appropriate parties involved. This project has evolved after the completion of our 2018 budget so we will need to appropriate funding for all the cost along with the revenues.

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Below is a table showing the cost appropriations and proposed CIP amendments.

				2018	2019
SCHOOL PROJECT:	**543300**				
	Reedsburg Road from Viking to Golf Course		**$0.00**	**$1,214,981.00**	**$200,000.00**
75	543300-03	Street New/Reconstruction/Design, ROW	$0.00	$1,086,700.00	$0.00
75	543300-03	Property Acquisition / ROW / Engineering	$0.00	$128,281.00	$0.00
75	543300-03	Traffic Signal Poles, Electronics.	$0.00	$0.00	$200,000.00 **
75	543320-03	Sewer Collection Mains	$0.00	$0.00	$0.00
75	543323-03	Stormwater Infrastructure	$0.00	$0.00	$0.00
75	543400-03	Water Infrastructure	$0.00	$0.00	$0.00
	Wengel Drive from Main to Huntington Park		**$0.00**	**$412,979.00**	**$0.00**
75	543300-03	Street New/Reconstruction/Design, ROW	$0.00	$284,529.00	$0.00
75	543300-03	Property Acquisition / ROW / Engineering	$0.00	$30,000.00	$0.00
75	543300-03	Traffic Signal Poles, Electronics.	$0.00	$0.00	$0.00
75	543320-03	Sewer Collection Mains	$0.00	$98,450.00	$0.00
75	543323-03	Stormwater Infrastructure	$0.00	$0.00	$0.00
75	543400-03	Water Infrastructure	$0.00	$0.00	$0.00
	Hunington Park from - Crestview Drive to Wengel Drive		**$0.00**	**$272,639.00**	**$90,000.00**
75	543300-03	Street New/Reconstruction/Design, ROW	$0.00	$207,639.00	$75,000.00
75	543300-03	Property Acquisition / ROW / Engineering	$0.00	$15,000.00	$15,000.00
75	543300-03	Traffic Signal Poles, Electronics.	$0.00	$0.00	$0.00
75	543320-03	Sewer Collection Mains	$0.00	$0.00	$0.00
75	543323-03	Stormwater Infrastructure	$0.00	$50,000.00	$0.00
75	543400-03	Water Infrastructure	$0.00	$0.00	$0.00

** To best serve the project the Capital Improvement Funds (Fund 75) will pay for the installation of the traffic signal at 8th and Viking at an estimated cost of $200,000 to be refunded from the TIF 9 (Fund 69) over a five (5) year period. See Interfund Agreement below for the proposed Traffic signal funding for 2019 coming from TIF #9.

STAFF RECOMMENDATION

The Infrastructure capital cost details were discussed with the Public Works Committee along with the Common Council and have been approved as part of the MOU. A Developers Agreement has been created from the MOU and staff recommends approving this agreement. We also recommend approving the CIP amendments both on the expense and revenue side since we will run all the street work through the City contract.

Staff also recommends approving Resolution 4329-18 the Interfund Agreement between TIF No. 9 and Fund 75. This will reimburse fund 75 over five years to pay for the traffic signal on Viking Drive and Eighth Street.

All of the new streets proposed along with the proposed traffic signal have been in our long term plans for many years.

If the Mayor and City Council are ready, the following action may be made:

Motion to approve/deny – Development Agreement between School District of Reedsburg, City of Reedsburg and Courtyard Associated, LLC.

Motion to approve Resolution 4239-18 a Resolution authorizing an Interfund agreement between the Capital Improvement Fund (75) and Tax Increment District No. 9 (Fund 69.

ATTACHMENTS:

A. Developers Agreement (School, City / Courtyard)
B. Memorandum of Understanding (School / City / Courtyard)
C. Timeline for Construction
D. Resolution 4329-18 Interfund Agreement (TID-FUND 69 and FUND 75)

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Development Agreement
between
City of Reedsburg,
School District of Reedsburg,
&
Courtyards Associates, LLC

This Development Agreement dated March _____, 2018 is by and between the following:

- City of Reedsburg (the "City")
- School District of Reedsburg (the "School District")
- Courtyards Associates, LLC (the "Courtyards")

RECITALS

A. School District will construct a new elementary school on land to be acquired by the School District and annexed to the City. The land comprises of approximately 80 acres of vacant land and is depicted and described in Exhibit A attached.

B. The project and land requires improvements to the City's infrastructure system to adequately serve the new school and surrounding area, including property owned and developed by the Courtyards.

C. The City and Courtyards are parties to a certain 1995 Development Agreement, the terms of which are superseded and replaced by the provisions of this Agreement.

D. The parties have entered into this Development Agreement to clearly establish and delineate their respective rights and obligations with regard to the projects described herein.

AGREEMENT

Section 1. School District Obligations.

School District shall:

1. Construct a new elementary school at the location shown on Exhibit A.

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2. Annex the entire approximate 80 acre parcel, the land, to the City and request the parcel to be zoned Government and Agricultural.

3. Be responsible for all planning, design and construction costs for improvements on the school site, outside of the public right-of-ways.

4. Provide easements to the City for utilities, including an easement for sanitary sewer and a possible future water main running north from the end on Wengel Drive to East Reedsburg Road.

5. Dedicate the north half of a public right-of-way along the southern property line of the 80 acre parcel for the extension of Huntington Park Drive east to Golf Course Road. The right-of-way dedication for the first 400 lineal feet west of Golf Course Road shall be the full width of the 66 foot right-of-way.

6. Construct on-site storm water management facilities to meet state and local requirements. The storm water leaving the site will discharge into the existing storm sewer in Wengel Drive.

7. Pay for the cost of design and construction to improve East Reedsburg Road from the east end of the existing urban street section, easterly to the entrance into the new school. The new street shall be 40 feet wide (back of curb to back of curb) and consist of concrete curb & gutter, bituminous pavement with bike lanes and concrete sidewalk along the south side of the street. The project includes the following components:

    a. Improve East Reedsburg Road from a point 300 feet east of Explorers Lane to Crestview Drive (approximately 1,150 lineal feet). Scope includes widening the existing street on the north side, adding concrete curb and gutter along the north side of the street and adding concrete sidewalk along the south side of the street. The sidewalk, curb and gutter from Eastridge Drive to Crestview Drive may be assessed to adjacent property owners. Curb and gutter along the north side that is currently in the Town may be deferred assessed payable upon annexation.

    b. Improve East Reedsburg Road from Crestview Drive east to the entrance into the new school (approximately 1,800 lineal feet). Scope includes reconstruction of the entire roadway to include bituminous pavement, concrete curb and gutter, and concrete sidewalk on the south side of the street. The sidewalk and curb and gutter from Crestview Drive to the end of improvements may be assessed to adjacent property owners.

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Curb and gutter along the north side that is currently in the Town may be defer assessed payable upon annexation.

c. Hill on East Reedsburg Road at the corporate limits modified to improve traffic safety; the current water main at the hill may also need to be lowered.

d. Sanitary sewer extended east from Crestview Drive (approximately 250 lineal feet) to serve the existing house on the south side of the street and farm buildings on the north side of the street.

8. Pay for all construction costs except for storm sewer and asphalt pavement to extend Huntington Park Drive east to Wengel Drive as summarized in Section 4 below. The cost of the concrete curb and gutter on the south side of the street will be reimbursed to School District by Courtyards pursuant to the terms stipulated in Section 2. 3 below. No sanitary sewer is needed along with no sidewalk along the south side of the street at this time.

9. Pay for the design and construction of the sanitary sewer main from Wengel Drive north to East Reedsburg Road.

10. Work with Courtyards along south property line of the east 40 acre parcel to eliminate storm water runoff going onto Courtyards property. Some grading work may need to be done but no storm sewer is anticipated.

11. Comply with all local, state and federal laws and regulations.

12. Pay all exclusive School District costs and expenditures and hold the City and Courtyard harmless for payment thereon.

Section 2. Courtyards Obligations.

Courtyards shall:

1. Dedicate the south half of right-of-way along the northern property line of their property for the extension of Huntington Park Drive.

2. Pay for a portion of the costs to extend Wengel Drive north to Huntington Park Drive as summarized in Section 4 below. Courtyards portion of the project costs includes an 8 inch diameter water main, 8 inch diameter sanitary sewer, 24 inch diameter storm sewer, concrete curb and gutter on both sides of the street and concrete sidewalk on the west side of the street.

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3. Reimburse the School District for the cost of concrete curb and gutter installed on land south of Huntington Park Drive or west of the current Courtyards facility if such land adjacent to Huntington Park Drive is used for purposes other than a manufactured/mobile home community.

4. Provide an easement to the City for the extension of sanitary sewer, water main and storm sewer to serve Courtyards vacant parcel south of Huntington Park Drive in the event they sell the parcel for development by others.

5. Pay all exclusive Courtyards costs and expenditures and hold the City and School District harmless for payment thereon.

Section 3. City Obligations.

City shall:

1. Accept and process the Annexation Petition, Certified Survey Map and Rezoning application identified in Section 1.2.

2. Be responsible for the design and construction of the following public infrastructure improvements to serve the new school:

   a. Reconstruction of East Reedsburg Road from the east end of the urban section, easterly to the entrance into the new school, as described in Section 1.7 above. The cost of East Reedsburg Road construction shall be paid by the School.

   b. Upgrade the intersection of Viking Drive and East Reedsburg Road to accommodate the proposed increase in traffic. The upgrade is expected to consist of traffic signals. The cost for the intersection upgrade shall be paid by the City.

   c. Extend Wengel Drive north to the intersection with Huntington Park Drive. The City to cover the cost of the crushed aggregate base course and asphalt pavement. The rest of the project costs for Wengel Drive extension shall be paid by Courtyards as stipulated in Section 2. 2. and Section 4.

   d. Upgrade at the intersection of Main Street and Wengel Drive to accommodate the future increase in traffic. The intersection upgrade will be implemented when warranted by a Traffic Impact Analysis or traffic counts, and approval by the Wisconsin Department of Transportation.

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The future improvements are expected to consist of traffic signals. The cost for the intersection improvements shall be paid by the City.

e. Extend Huntington Park Drive east to the intersection with Wengel Drive. The cost of Huntington Park Drive except storm sewer and asphalt pavement shall be paid by the School District. Storm sewer and asphalt pavement shall be paid by the City. Portion of the project costs for Huntington Park Drive shall be paid as stipulated in Section 1. 8., Section 2. 3 and Section 4.

3. Pay all exclusive City costs and expenditures and hold School District and Courtyards harmless for payment thereon.

Section 4. Allocations of Project Costs.

1. Infrastructure.
The City shall pay for the cost to design and construct all of the infrastructure projects to serve the new school. The City shall invoice the School and Courtyards for their share of the project costs as follows:

Infrastructure Construction Cost Allocation

Project	School	Courtyards	City
1. East Reedsburg Road	$ 1,086,700	$ 0	$ 0
2. Viking Drive & Eighth Street Intersection	$ 0	$ 0	$ 200,000
3. Wengel Drive	$ 0	$ 181,467	$ 103,062
4. Huntington Park Drive	$ 150,466	$ 17,227*	$ 115,000
5. Sanitary Sewer –Wengel Dr. to E. Rdbg. Rd.	$ 98,450	$ 0	$ 0
6. Subtotal Construction Costs	$ 1,335,616	$ 198,694	$ 418,062

- Note: The cost for the curb & gutter on the south side of Huntington Park Drive shall be paid by the School, but reimbursed by Courtyards in the future pursuant to the terms included in Section II.3.

2. Engineering. The cost for the engineering related to the infrastructure improvements is estimated to be 10% of the above construction costs. The cost for the engineering shall be allocated as follows:

Engineering Cost Allocation

Project	School	Courtyards	City
1. East Reedsburg Road	100 %	0 %	0 %
2. Viking Drive & Eighth Street Intersection	0 %	0 %	100 %
3. Wengel Drive	0 %	50 %	50 %
4. Huntington Park Drive	50 %	0 %	50 %
5. San. Sewer –Wengel Dr. to E. Rdbg. Rd.	100 %	0 %	0 %

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Section 5. Supplemental Provisions.

1. Supplemental Provisions. In addition to the easements specified above, the parties shall cooperate and grant to each other such other easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement.

2. Mutual Indemnification. Each party shall indemnify, defend and hold the other parties and their respective officers, employees and agents (the "Indemnitees") harmless from and against any and all liabilities, damages, costs, expenses or losss) (including reasonable legal expenses and attorney's fees) (collectively, "Losses") resulting from any claims, suits, actions, demands, or other proceedings brought by or on behalf of a Third Party (collectively, "Claims") to the extent rising from:

   a. Negligence or willful misconduct of the indemnifying party, its employees or agents; or

   b. Breach of this Agreement by the indemnifying party. Such indemnification shall not apply to the extent that the Claims are caused by the negligence or misconduct of, or breach of this Agreement by an Indemnitee.

3. Force Majuere. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control (each a "Force Majuere Event") based solely upon acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes, and labor disputes. Upon the occurrence of a Force Majuere Event, the party incurring such Force Majuere Event will promptly give notice to the other party, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible.

4. No Partnership. This Agreement specifically does not create any partnership or joint venture between the parties, or render any party liable for any debts or obligations of the other party.

5. Third Parties. This Agreement is made for the exclusive benefit of the parties to this Agreement, their successors in interest and their permitted assignees. This Agreement is not for the benefit of any other persons, such as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other party, except as described in this Agreement.

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6. Governing Law and Venue. The laws of the State of Wisconsin shall govern this Agreement. Venue for any disputes shall be the Sauk County Circuit Court.

7. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting by the parties, and as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.

8. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

9. Entire Agreement. This writing, including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated including, without limitation, the 1995 Agreement between the City and Courtyards which is superseded and replaced by this Agreement. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City, School District or Courtyards granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the parties will take the necessary action to amend any conflicting approvals or conditions.

*Signatures to follow on next Page

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City of Reedsburg

_____
By: David G, Estes, Mayor

_____, 2018
Date

_____
By: Jacob Crosetto, Clerk/Treasurer

_____, 2018
Date

School District of Reedsburg

_____
By: Tom Benson, District Administrator

_____, 2018
Date

_____
By: Gary Woolever, School Board President

_____, 2018
Date

Courtyards Associates, LLC

_____
By: Henry R. Schuette

_____, 2018
Date

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Attachment B. Memorandum of Understanding (School / City / Courtyard)

MEMORANDUM OF UNDERSTANDING

Between The

School District of Reedsburg,

Courtyards Associates, LLC

And The

City Of Reedsburg, Wisconsin

The School District of Reedsburg (School) is proposing to construct a new elementary school on Reedsburg's east side. The project will require annexation into the City and improvements to the City's infrastructure to serve the new school. This Memorandum of Understanding is intended to summarize the commitments of the School, City of Reedsburg (City) and Courtyards Associates, LLC (Courtyards). Some of the infrastructure improvements are part of a previous Development Agreement, dated January 24, 1995 between the City and Courtyards. The terms of the previous Development Agreement have been modified and incorporated into this Memorandum of Understanding. The commitments in this Memorandum of Understanding will be formalized in a Development Agreement which will be executed by the School, City and Courtyards.

WITNESSETH:

Whereas, the School has passed a referendum to construct a new elementary school in the City; and,

Whereas, the School has conducted a site evaluation and selected a site located east of the City Corporate Limits, south of East Reedsburg Road; and,

Whereas, the proposed site requires improvements to the City's infrastructure to adequately serve the new school;

Whereas, the City recognizes the construction of a new elementary school in the City is good for the citizens of Reedsburg; and

Whereas, it has been concluded that it is in the City's best interest to have this project be implemented; and

Whereas, pursuant to a previous Development Agreement, Courtyards is obligated to pay for some of the infrastructure improvements to serve Wengel Drive;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

I. School agreement

1. School agrees to construct a new elementary school at the location shown on Exhibit A.
2. School shall annex the entire approximate 80 acre parcel into the City and request the parcel to be rezoned to Government and Agricultural .
3. School shall be responsible for all planning, design and construction costs for improvements on the development site, outside of public right-of-ways.

Connect With Reedsburg

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4. School agrees to provide easements to the City for utilities, including an easement for sanitary sewer and a possible future water main running north from the end on Wengel Drive to East Reedsburg Road.

5. School agrees to dedicate the north half of a public right-of-way along the southern property line of the 80 acre parcel for the extension of Huntington Park Drive east to Golf Course Road. The right-of-way dedication for the first 400 lineal feet west of Golf Course Road shall be the full width of the 66 foot right-of-way.

6. School agrees to construct on-site storm water management facilities to meet state and local requirements. The storm water leaving the site will discharge into the existing storm sewer in Wengel Drive.

7. School agrees to pay for the cost of design and construction to improve East Reedsburg Road from the east end of the existing urban street section, easterly to the entrance into the new school. The new street shall be 40 feet wide (back of curb to back of curb) and consist of concrete curb & gutter, bituminous pavement with bike lanes and concrete sidewalk along the south side of the street. The project includes the following components:

   a. Improve East Reedsburg Road from a point 300 feet east of Explorers Lane to Crestview Drive (approximately 1,150 lineal feet). Scope includes widening the existing street on the north side, adding concrete curb and gutter along the north side of the street and adding concrete sidewalk along the south side of the street. The sidewalk, curb and gutter from Eastridge Drive to Crestview Drive will be assessed to adjacent property owners. Curb and gutter along the north side that is currently in the Town shall be deferred assessed payable upon annexation.
   b. Improve East Reedsburg Road from Crestview Drive east to the entrance into the new school (approximately 1,800 lineal feet). Scope includes reconstruction of the entire roadway to include bituminous pavement, concrete curb and gutter, and concrete sidewalk on the south side of the street. The sidewalk and curb and gutter from Crestview Drive to the end of improvements will be assessed to adjacent property owners. Curb and gutter along the north side that is currently in the Town shall be defer assessed payable upon annexation.
   c. The existing hill on East Reedsburg Road at the corporate limits will be adjusted to improve traffic safety. The existing water main at the hill may also need to be lowered.
   d. Sanitary sewer will be extended east from Crestview Drive (approximately 250 lineal feet) to serve the existing house on the south side of the street and farm buildings on the north side of the street.

8. School agrees to pay for all construction costs except for storm sewer and asphalt pavement to extend Huntington Park Drive east to Wengel Drive as summarized in Section IV below. The cost of the concrete curb and gutter on the south side of the street will be reimbursed to School by Courtyards pursuant to the terms stipulated in Section II. 3 below. No sanitary sewer is needed along with no sidewalk along the south side of the street at this time.

9. Schools agrees to pay for the design and construction of the sanitary sewer main from Wengel Drive north to East Reedsburg Road.

10. School agrees to work with Courtyards along south property line of the east 40 acre parcel to eliminate storm water runoff going onto Courtyards property. Some grading work may need to be done but no storm sewer is anticipated.

11. School agrees to comply with all local, state and federal laws and regulations.

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12. Any costs expended by the School will be exclusive to the School and will not be a cost of Courtyards or the City.

II. Courtyards agreement

1. Courtyards agrees to dedicate the south half of right-of-way along the northern property line of their property for the extension of Huntington Park Drive.

2. Courtyards agrees to pay for a portion of the costs to extend Wengel Drive north to Huntington Park Drive as summarized in Section IV below. Courtyards portion of the project costs includes an 8 inch diameter water main, 8 inch diameter sanitary sewer, 24 inch diameter storm sewer, concrete curb and gutter on both sides of the street and concrete sidewalk on the west side of the street.

3. Courtyards agrees to reimburse the School for the cost of the concrete curb and gutter on the south side of Huntington Park Drive extension in the future if Courtyards sells the parcel for development for something other than a mobile home park, or if Courtyards proposes to use some or all of the parcel for the construction of something other than a mobile home park.

4. Courtyards shall provide an easement to the City for the extension of sanitary sewer, water main and storm sewer to serve Courtyards vacant parcel south of Huntington Park Drive in the event they sell the parcel for development by others.

5. Any costs expended by Courtyards will be exclusive to Courtyards and will not be a cost of the School or City.

III. City agreement

1. City shall accept and process the Annexation Petition, Certified Survey Map and Rezoning application identified in Section I.2.

2. City shall take responsibility for the design and construction of the following public infrastructure improvements to serve the new school. The allocation and payment of the design and construction costs shall be made as stipulated in Section IV below. The City shall invoice the School and Courtyards for their share of the project costs.

   a. Reconstruction of East Reedsburg Road from the east end of the urban section, easterly to the entrance into the new school, as described in Section I.7 above. The cost of East Reedsburg Road construction shall be paid by the School.
   b. Upgrade the intersection of Viking Drive and East Reedsburg Road to accommodate the proposed increase in traffic. The upgrade is expected to consist of traffic signals. The cost for the intersection upgrade shall be paid by the City.
   c. Extend Wengel Drive north to the intersection with Huntington Park Drive. The City to cover the cost of the crushed aggregate base course and asphalt pavement. The rest of the project costs for Wengel Drive extension shall be paid by Courtyards as stipulated in Section II. 2. and Section IV.
   d. Upgrade at the intersection of Main Street and Wengel Drive to accommodate the future increase in traffic. The intersection upgrade will be implemented when warranted by a Traffic Impact Analysis or traffic counts, and approval by the Wisconsin Department of Transportation. The future improvements are expected to consist of traffic signals. The cost for the intersection improvements shall be paid by the City.
   e. Extend Huntington Park Drive east to the intersection with Wengel Drive. The cost of Huntington Park Drive except storm sewer and asphalt pavement shall be paid by the School. Storm sewer and asphalt pavement shall be paid by the City. Potion of the

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project costs for Huntington Park Drive shall be paid as stipulated in Section I. 8., Section II. 3 and Section IV.

3. Any money expended exclusively by the City for this project will not be reimbursed by the School or Courtyards.

IV. Infrastructure Cost Allocation

The City shall pay for the cost to design and construct all of the infrastructure projects to serve the new school. The City shall invoice the School and Courtyards for their share of the project costs as summarized below.

Infrastructure Construction Cost Allocation

Project	School	Courtyards	City
1. East Reedsburg Road	$ 1,086,700	$ 0	$ 0
2. Viking Drive & Eighth Street Intersection	$ 0	$ 0	$ 200,000
3. Wengel Drive	$ 0	$ 181,467	$ 103,062
4. Huntington Park Drive	$ 150,466	$ 17,227*	$ 115,000
5. Sanitary Sewer –Wengel Dr. to E. Rdbg. Rd.	$ 98,450	$ 0	$ 0
6. Subtotal Construction Costs	$ 1,335,616	$ 198,694	$ 418,062

- Note: The cost for the curb & gutter on the south side of Huntington Park Drive shall be paid by the School, but reimbursed by Courtyards in the future pursuant to the terms included in Section II.3.

The cost for the engineering related to the infrastructure improvements is estimated to be 10% of the above construction costs. The cost for the engineering shall be allocated as summarized below.

Engineering Cost Allocation

Project	School	Courtyards	City
1. East Reedsburg Road	100 %	0 %	0 %
2. Viking Drive & Eighth Street Intersection	0 %	0 %	100 %
3. Wengel Drive	0 %	50 %	50 %%
4. Huntington Park Drive	50 %	0 %	50 %
5. San. Sewer –Wengel Dr. to E. Rdbg. Rd.	100 %	0 %	0 %

V. Acknowledgements & Contingencies

The parties to this MOU acknowledge the commitments included in this document are subject the following contingencies:

1. Approval by the Reedsburg Plan Commission and the Reedsburg Common Council.

All parties mutually understand the City, School and Courtyards will execute a development agreement. This MOU will expire once all parties sign a development agreement or on March 31, 2018, whichever comes first. The terms stated herein constitute the entire agreement between the City, School and Courtyards. The City, School and Courtyards must agree to any amendment to this agreement in writing.

City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
Ph. 608-524-6404 Fax. 608-524-8458
www.reedsburgwi.gov

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on:
Feb 26, 2018.

For the City of Reedsburg

David G, Estes, Mayor
2-26-18
Date

Stephen P. Compton, Administrator
2/26/18
Date

For the School District of Reedsburg

Tom Benson, District Administrator
3-1-18
Date

Pat Ruddy, Assistant District Administrator
3-1-18
Date

For the Courtyards Associates, LLC

Henry R. Schuette
3/13/2018
Date

Witness
3-13-18
Date

Updated 01/23/2018, 11:30 A.M.

City of Reedsburg
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Attachment C: Time Line – Annexation and Construction Schedule

Estimated for 2018

Milestone	Approximate Date
Site Control	February
Land Use Approvals	March
Planning Level Entitlements Issued	March
Annexation	April
Environmental Clearances Issued (Engineering)	May
Construction Finance Closing & Construction Start	June
- Reedsburg	July
- Wengel Drive	June
- Huntington Park Drive	June

Estimated for 2019

Milestone	Approximate Date
t	
- Huntington Park (Blacktop)	August
- Viking and 8th – Traffic Signal	June
- Certificate of Occupancy; Begin Use of Site & Operations	August

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Attachment D: Interfund Agreement: TIF 9 – Fund 69 and CIP Fund 75

INTERFUND AGREEMENT

This Agreement ("**Agreement**") is executed as of March ____, 2018, between the City of Reedsburg Capital Improvement Fund ("CIP") and the City of Reedsburg – Tax Increment District ("TIF 9").

1. **Purpose of the Proceeds:** To provide funds to reimburse the Capital Improvement Fund to replace cash reserves deficits. The agreement shall be for actual reimbursement of actual "Traffic Signal" costs incurred by the CIP - Fund No. 75. Tax Increment District funds (TIF 9) shall not be available for appropriation or be considered revenue for any other use.

2. **Principal Loan Amount:** Not to exceed two hundred thousand and no/100 Dollars ($200,000). The loan will be recorded as receivable to the CIP Fund and payable to the TIF 9 Funds.

3. **Term of the Loan:** The term of this reimbursement shall begin on June 30, 2019 associated with the project start and be repaid in five equal payments or by June 30, 2023.

4. **Scheduled Payments:** Payments each fiscal year beginning with FY2018. Such payments are due within thirty (30) days following the six month (June) closing of the City accounting Financial Books for each fiscal year. The Tax Increment District shall reimburse the CIP Fund with five (5) equal payments of $40,000 with the final payment to true up actual costs to the CIP for the "Traffic Signal" less any Reedsburg Area School District funds received and shall not exceed $200,000 or the actual project costs, whichever is less.

5. **Repayment Source:** The source for payment shall be the funds provided as Tax Increment District following receipt of the tax proceeds for the calendar year.

6. **Rate of Interest:** For the initial funding there shall be no interest recorded for use of the proceeds. The interest of 5% for any non-payment between the CIP and TIF 9 funds shall be that as agreed to in action by the City Council in Resolution 3194-99 on June 28, 1999.

7. **General Provisions:** This Agreement constitutes the full Agreement by and between the CIP and TIF 9 funds. No other representations have been made regarding the contents of this Agreement. This Agreement shall not be amended, modified, or altered in any respect unless such amendment, modification or alteration has been reduced to writing and executed by both parties.

This Agreement was approved by the City of Reedsburg – City Council on the 26th day of March, 2018

David G. Estes, Mayor	Jacob Crosetto, Clerk/Treasurer

Development Agreement
between
City of Reedsburg,
School District of Reedsburg,
&
Courtyards Associates, LLC

DRAFT

This Development Agreement dated March _____, 2018 is by and between the following:

- City of Reedsburg (the "City")
- School District of Reedsburg (the "School District")
- Courtyards Associates, LLC (the "Courtyards")

RECITALS

A. School District will construct a new elementary school on land to be acquired by the School District and annexed to the City. The land comprises of approximately 80 acres of vacant land and is depicted and described in Exhibit A attached.

B. The project and land requires improvements to the City's infrastructure system to adequately serve the new school and surrounding area, including property owned and developed by the Courtyards.

C. The City and Courtyards are parties to a certain 1995 Development Agreement, the terms of which are superseded and replaced by the provisions of this Agreement.

D. The parties have entered into this Development Agreement to clearly establish and delineate their respective rights and obligations with regard to the projects described herein.

AGREEMENT

Section 1. School District Obligations.

School District shall:

1. Construct a new elementary school at the location shown on Exhibit A.

2. Annex the entire approximate 80 acre parcel, the land, to the City and request the parcel to be zoned Government and Agricultural.

3. Be responsible for all planning, design and construction costs for improvements on the school site, outside of the public right-of-ways.

4. Provide easements to the City for utilities, including an easement for sanitary sewer and a possible future water main running north from the end on Wengel Drive to East Reedsburg Road.

5. Dedicate the north half of a public right-of-way along the southern property line of the 80 acre parcel for the extension of Huntington Park Drive east to Golf Course Road. The right-of-way dedication for the first 400 lineal feet west of Golf Course Road shall be the full width of the 66 foot right-of-way.

6. Construct on-site storm water management facilities to meet state and local requirements. The storm water leaving the site will discharge into the existing storm sewer in Wengel Drive.

7. Pay for the cost of design and construction to improve East Reedsburg Road from the east end of the existing urban street section, easterly to the entrance into the new school. The new street shall be 40 feet wide (back of curb to back of curb) and consist of concrete curb & gutter, bituminous pavement with bike lanes and concrete sidewalk along the south side of the street. The project includes the following components:

    a. Improve East Reedsburg Road from a point 300 feet east of Explorers Lane to Crestview Drive (approximately 1,150 lineal feet). Scope includes widening the existing street on the north side, adding concrete curb and gutter along the north side of the street and adding concrete sidewalk along the south side of the street. The sidewalk, curb and gutter from Eastridge Drive to Crestview Drive may be assessed to adjacent property owners. Curb and gutter along the north side that is currently in the Town may be deferred assessed payable upon annexation.

    b. Improve East Reedsburg Road from Crestview Drive east to the entrance into the new school (approximately 1,800 lineal feet). Scope includes reconstruction of the entire roadway to include bituminous pavement, concrete curb and gutter, and concrete sidewalk on the south side of the street. The sidewalk and curb and gutter from Crestview Drive to the end of improvements may be assessed to adjacent property

owners. Curb and gutter along the north side that is currently in the Town may be defer assessed payable upon annexation.

c. Hill on East Reedsburg Road at the corporate limits modified to improve traffic safety; the current water main at the hill may also need to be lowered.

d. Sanitary sewer extended east from Crestview Drive (approximately 250 lineal feet) to serve the existing house on the south side of the street and farm buildings on the north side of the street.

8. Pay for all construction costs except for storm sewer and asphalt pavement to extend Huntington Park Drive east to Wengel Drive as summarized in Section 4 below. The cost of the concrete curb and gutter on the south side of the street will be reimbursed to School District by Courtyards pursuant to the terms stipulated in Section 2. 3 below. No sanitary sewer is needed along with no sidewalk along the south side of the street at this time.

9. Pay for the design and construction of the sanitary sewer main from Wengel Drive north to East Reedsburg Road.

10. Work with Courtyards along south property line of the east 40 acre parcel to eliminate storm water runoff going onto Courtyards property. Some grading work may need to be done but no storm sewer is anticipated.

11. Comply with all local, state and federal laws and regulations.

12. Pay all exclusive School District costs and expenditures and hold the City and Courtyard harmless for payment thereon.

Section 2. Courtyards Obligations.

Courtyards shall:

1. Dedicate the south half of right-of-way along the northern property line of their property for the extension of Huntington Park Drive.

2. Pay for a portion of the costs to extend Wengel Drive north to Huntington Park Drive as summarized in Section 4 below. Courtyards portion of the project costs includes an 8 inch diameter water main, 8 inch diameter sanitary sewer, 24 inch diameter storm sewer, concrete curb and gutter on both sides of the street and concrete sidewalk on the west side of the street.

3. Reimburse the School District for the cost of concrete curb and gutter installed on land south of Huntington Park Drive or west of the current Courtyards facility if such land adjacent to Huntington Park Drive is used for purposes other than a manufactured/mobile home community.

4. Provide an easement to the City for the extension of sanitary sewer, water main and storm sewer to serve Courtyards vacant parcel south of Huntington Park Drive in the event they sell the parcel for development by others.

5. Pay all exclusive Courtyards costs and expenditures and hold the City and School District harmless for payment thereon.

Section 3. City Obligations.

City shall:

1. Accept and process the Annexation Petition, Certified Survey Map and Rezoning application identified in Section 1.2.

2. Be responsible for the design and construction of the following public infrastructure improvements to serve the new school:

   a. Reconstruction of East Reedsburg Road from the east end of the urban section, easterly to the entrance into the new school, as described in Section 1.7 above. The cost of East Reedsburg Road construction shall be paid by the School.

   b. Upgrade the intersection of Viking Drive and East Reedsburg Road to accommodate the proposed increase in traffic. The upgrade is expected to consist of traffic signals. The cost for the intersection upgrade shall be paid by the City.

   c. Extend Wengel Drive north to the intersection with Huntington Park Drive. The City to cover the cost of the crushed aggregate base course and asphalt pavement. The rest of the project costs for Wengel Drive extension shall be paid by Courtyards as stipulated in Section 2. 2. and Section 4.

   d. Upgrade at the intersection of Main Street and Wengel Drive to accommodate the future increase in traffic. The intersection upgrade will be implemented when warranted by a Traffic Impact Analysis or traffic counts, and approval by the Wisconsin Department of Transportation. The

future improvements are expected to consist of traffic signals. The cost for the intersection improvements shall be paid by the City.

e. Extend Huntington Park Drive east to the intersection with Wengel Drive. The cost of Huntington Park Drive except storm sewer and asphalt pavement shall be paid by the School District. Storm sewer and asphalt pavement shall be paid by the City. Portion of the project costs for Huntington Park Drive shall be paid as stipulated in Section 1. 8., Section 2. 3 and Section 4.

3. Pay all exclusive City costs and expenditures and hold School District and Courtyards harmless for payment thereon.

Section 4. Allocations of Project Costs.

1. Infrastructure. The City shall pay for the cost to design and construct all of the infrastructure projects to serve the new school. The City shall invoice the School and Courtyards for their share of the project costs as follows:

Infrastructure Construction Cost Allocation

Project	School	Courtyards	City
1. East Reedsburg Road	$ 1,086,700	$ 0	$ 0
2. Viking Drive & Eighth Street Intersection	$ 0	$ 0	$ 200,000
3. Wengel Drive	$ 0	$ 181,467	$ 103,062
4. Huntington Park Drive	$ 150,466	$ 17,227*	$ 115,000
5. Sanitary Sewer -Wengel Dr. to E. Rdbg. Rd.	$ 98,450	$ 0	$ 0
6. Subtotal Construction Costs	$ 1,335,616	$ 198,694	$ 418,062

- Note: The cost for the curb & gutter on the south side of Huntington Park Drive shall be paid by the School, but reimbursed by Courtyards in the future pursuant to the terms included in Section II.3.

2. Engineering. The cost for the engineering related to the infrastructure improvements is estimated to be 10% of the above construction costs. The cost for the engineering shall be allocated as follows:

Engineering Cost Allocation

Project	School	Courtyards	City
1. East Reedsburg Road	100 %	0 %	0 %
2. Viking Drive & Eighth Street Intersection	0 %	0 %	100 %
3. Wengel Drive	0 %	50 %	50 %
4. Huntington Park Drive	50 %	0 %	50 %
5. San. Sewer -Wengel Dr. to E. Rdbg. Rd.	100 %	0 %	0 %

Section 5. Supplemental Provisions.

1. Supplemental Provisions. In addition to the easements specified above, the parties shall cooperate and grant to each other such other easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement.

2. Mutual Indemnification. Each party shall indemnify, defend and hold the other parties and their respective officers, employees and agents (the "Indemnitees") harmless from and against any and all liabilities, damages, costs, expenses or losss) (including reasonable legal expenses and attorney's fees) (collectively, "Losses") resulting from any claims, suits, actions, demands, or other proceedings brought by or on behalf of a Third Party (collectively, "Claims") to the extent rising from:

   a. Negligence or willful misconduct of the indemnifying party, its employees or agents; or

   b. Breach of this Agreement by the indemnifying party.

   Such indemnification shall not apply to the extent that the Claims are caused by the negligence or misconduct of, or breach of this Agreement by an Indemnitee.

3. Force Majuere. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control (each a "Force Majuere Event") based solely upon acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes, and labor disputes. Upon the occurrence of a Force Majuere Event, the party incurring such ForceMajuere Event will promptly give notice to the other party, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible.

4. No Partnership. This Agreement specifically does not create any partnership or joint venture between the parties, or render any party liable for any debts or obligations of the other party.

5. Third Parties. This Agreement is made for the exclusive benefit of the parties to this Agreement, their successors in interest and their permitted assignees. This Agreement is not for the benefit of any other persons, such as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other party, except as described in this Agreement.

6. Governing Law and Venue. The laws of the State of Wisconsin shall govern this Agreement. Venue for any disputes shall be the Sauk County Circuit Court.

7. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting by the parties, and as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.

8. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

9. Entire Agreement. This writing, including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated including, without limitation, the 1995 Agreement between the City and Courtyards which is superseded and replaced by this Agreement. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City, School District or Courtyards granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the parties will take the necessary action to amend any conflicting approvals or conditions.

Signatures to follow on Page 8

City of Reedsburg

_____
By: David G, Estes, Mayor

_____, 2018
Date

_____
By: Jacob Crosetto, Clerk/Treasurer

_____, 2018
Date

School District of Reedsburg

_____
By: Tom Benson, District Administrator

_____, 2018
Date

_____
By: Gary Woolever, School Board President

_____, 2018
Date

Courtyards Associates, LLC

_____
By: Henry R. Schuette

_____, 2018
Date

18 Jan 2018 - 12:02p R:\Plunkett Raysich\170371 Reedsburg Elementary School\CADD\170371 - Boundary.dwg by: sdk

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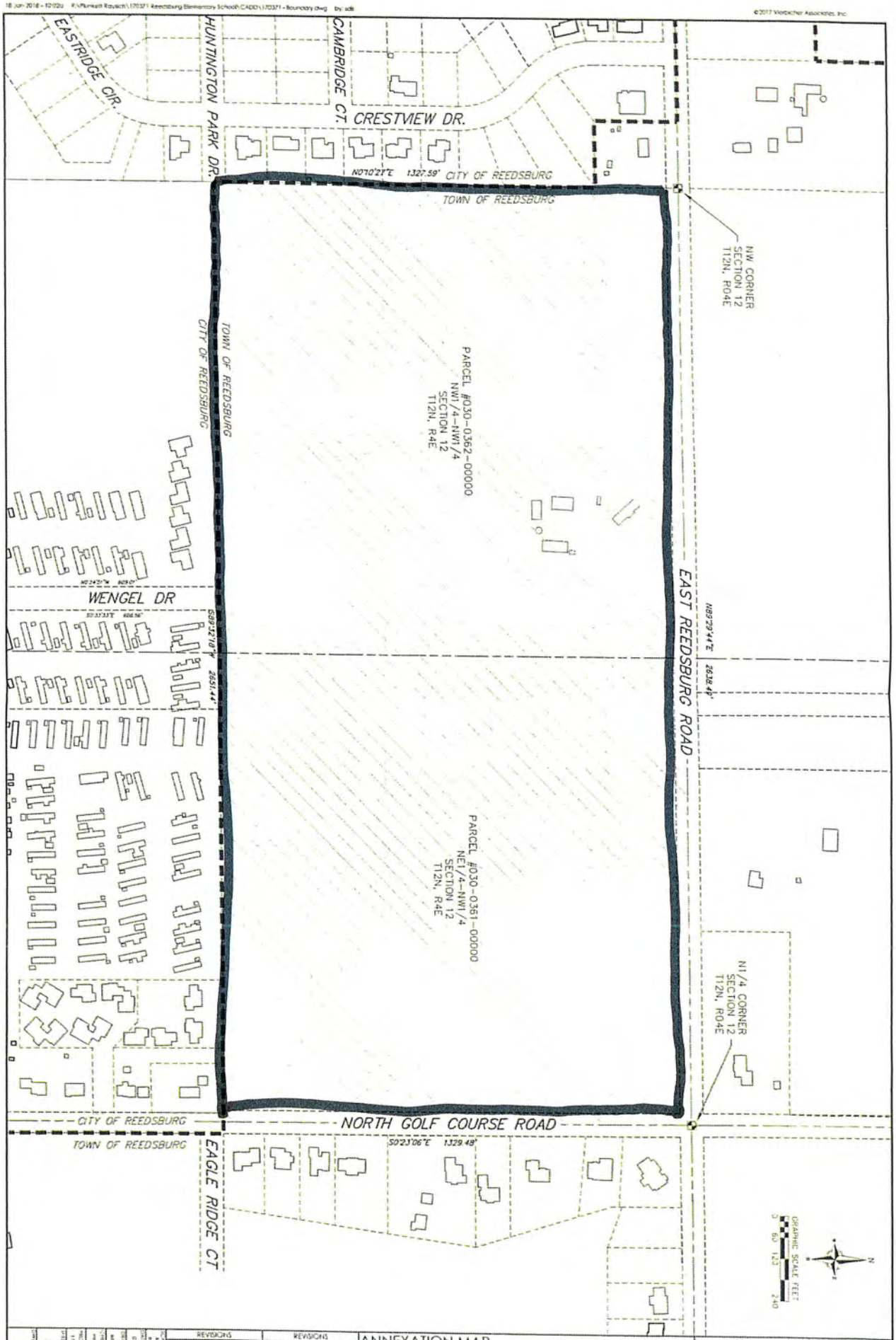

Exhibit 'A'

REVISIONS			REVISIONS		
NO.	DATE	REMARKS	NO.	DATE	REMARKS

ANNEXATION MAP

REEDSBURG ELEMENTARY SCHOOL

NW1/4-NW1/4 & NE1/4-NW1/4, SECTION 12, T12N, R04E

TOWN OF REEDSBURG, SAUK COUNTY, WISCONSIN

vierbicher

planners | engineers | advisors

Phone: (800) 261-3898

City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
Ph. 608-524-6404 Fax. 608-524-8458
www.reedsburgwi.gov

Attachment D: Interfund Agreement: TIF 9 – Fund 69 and CIP Fund 75

RESOLUTION TO AUTHORIZE INTERFUND AGREEMENT BETWEEN THE CAPITAL IMPROVEMENT FUND (FUND 75) AND TAX INCREMENT DISTRICT No. 9 (FUND 69)

(Interfund Agreement – Street Light – 8th and Viking)

File:
Resolution 4329-18

WHEREAS, the Common Council of the City of Reedsburg, Sauk County, Wisconsin has entered into a Development Agreement with the Reedsburg Area School District and Courtyards to support funding the development of a new school in the City and;

NOW THEREFORE an Agreement ("**Agreement**") is executed as of March 26, 2018, between the City of Reedsburg Capital Improvement Fund ("CIP") and the City of Reedsburg – Tax Increment District ("TIF 9") for the following:

1. **Purpose of the Proceeds:** To provide funds to reimburse the Capital Improvement Fund to replace cash reserves deficits. The agreement shall be for actual reimbursement of actual "Traffic Signal" costs incurred by the CIP - Fund No. 75. Tax Increment District funds (TIF 9) shall not be available for appropriation or be considered revenue for any other use.

2. **Principal Loan Amount:** Not to exceed two hundred thousand and no/100 Dollars ($200,000). The loan will be recorded as receivable to the CIP Fund and payable to the TIF 9 Funds.

3. **Term of the Loan:** The term of this reimbursement shall begin on June 30, 2019 associated with the project start and be repaid in five equal payments or by June 30, 2023.

4. **Scheduled Payments:** Payments each fiscal year beginning with FY2018. Such payments are due within thirty (30) days following the six month (June) closing of the City accounting Financial Books for each fiscal year. The Tax Increment District shall reimburse the CIP Fund with five (5) equal payments of $40,000 with the final payment to true up actual costs to the CIP for the "Traffic Signal" less any Reedsburg Area School District funds received and shall not exceed $200,000 or the actual project costs, whichever is less.

5. **Repayment Source:** The source for payment shall be the funds provided as Tax Increment District following receipt of the tax proceeds for the calendar year.

6. **Rate of Interest:** For the initial funding there shall be no interest recorded for use of the proceeds. The interest of 5% for any non-payment between the CIP and TIF No. 9 funds shall be that as agreed to in action by the City Council in Resolution 3194-99 on June 28, 1999.

7. **General Provisions:** This Agreement constitutes the full Agreement by and between the CIP and TIF 9 funds. No other representations have been made regarding the contents of this Agreement. This Agreement shall not be amended, modified, or altered in any respect unless such amendment, modification or alteration has been reduced to writing and executed by both parties.

This Agreement was approved by the City of Reedsburg – City Council on the 26th day of March, 2018

David G. Estes, Mayor

Jacob Crosetto, Clerk/Treasurer