



CITY COUNCIL MEETING

Monday, December 05, 2022 at 6:00 PM

Council Chambers - City Hall, 3rd Floor
1717 E. Park Street, Two Rivers, WI 54241

AGENDA

NOTICE: Arrangements for Addressing the City Council by Telephone, During Public Hearings or Input from the Public can be made by Contacting the City Manager's Office at 920-793-5532 or City Clerk's Office at 920-793-5526 by 4:00 p.m. on the day of the meeting

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **MOMENT OF SILENCE IN MEMORY OF FORMER FIRE CHIEF AND FORMER CITY COUNCIL MEMBER KEN SWADE**
4. **ROLL CALL BY CITY CLERK**
Councilmembers: Jeff Dahlke, Bill LeClair, Darla LeClair, Tracey Koach, Tim Petri, Jason Ring, Bonnie Shimulunus, Scott Stechmesser, Adam Wachowski
5. **CONSIDERATION OF ANY COUNCIL MEMBER REQUESTS TO PARTICIPATE IN THIS MEETING FROM A REMOTE LOCATION**
6. **PUBLIC HEARING**
7. **INPUT FROM THE PUBLIC**
8. **COUNCIL COMMUNICATIONS**
Letters and other communications from citizens
9. **COUNCIL REPORTS FROM BOARDS/COMMISSIONS/COMMITTEES**
10. **CITY MANAGER'S REPORT**
 - A. Invited Guests
 1. Representative Shae Sortwell, to Present a Citation from the Wisconsin State Assembly, Congratulating Police Chief Brian Kohlmeier on his Upcoming Retirement and Career in Service to the City
 - B. Status Update/Reports
 1. Thank You to Everyone Involved in the 2022 Hometown Christmas Parade
 2. Reminder on Ordinance Requirements for Clearing Snow and Ice from Sidewalks
 3. Reminder to Shop Local for Christmas
 4. Candidacy Packets Available in Clerk's Office for those Interested in Running for City Council
 5. Central Park West Project Update
 6. Winter Parking Ban Status
 7. Staffing Updates
 8. Upcoming Events:
 - a. Holiday Letterpress Workshop, Hamilton Wood Type & Printing Museum, Saturday,

December 10, 9:00 AM-4:00 PM

b. Family Game Night, Lester Public Library, Monday, December 12, 6:00-7:30 PM

c. Family Sledding Night, Washington Park, Friday, December 16, 6:00-7:30 PM

d. City-to-City Candy Cane Hunt, Saturday, December 17, 9:00 AM-3:00 PM

9. Other

C. Legislative/Intergovernmental Update

11. CONSENT AGENDA

A. Presentation of Minutes

1. City Council Regular, November 21, 2022

2. City Council Work Session, November 28, 2022

Recommended Action:

Motion to waive reading and adopt the minutes

B. Minutes of Meetings

1. Business Improvement District (BID) Board, November 28, 2022

Recommended Action:

Motion to receive and file

C. Applications and Petitions

1. Application for New Combination Class "B" Beer/"Class B" Liquor License Application for the period of December 5, 2022 to June 30, 2023 for Cool City Brewing LLC, 1718 W. Park Street - Barry Krahn, Agent (dba Cool City Brewing Company)

2. Application for Beer Garden Permit for the period of December 5, 2022 to June 30, 2023 for Cool City Brewing LLC, 1718 W. Park Street - Barry Krahn, Agent (dba Cool City Brewing Company)

Recommended Action:

Motion to approve the applications and authorize issuance of the licenses

D. Summary of Verified Bills for the Month of November for \$1,469,914.19

Motion to receive and file

RECOMMENDED ACTION FOR CONSENT AGENDA

Motion to approve the Consent Agenda with the various actions recommended

12. CITY COUNCIL - FORMAL ITEMS

A. Resolution Adopting General Fund Budget for the Fiscal Year Ending December 31, 2023

Recommended Action:

Motion to waive reading and adopt the resolution, as recommended by the City Manager and the Personnel and Finance Committee

B. Resolution Adopting Budgets for Other Funds (Capital Projects Funds, Special Revenue Funds and Utility Funds) for the Fiscal Year Ending December 31, 2023

Recommended Action:

Motion to waive reading and adopt the resolution, as recommended by the City Manager and the Personnel and Finance Committee

C. Resolution Adopting Debt Service Fund Budget for the Fiscal Year Ending December 31, 2023

Recommended Action:

Motion to waive reading and adopt the resolution, as recommended by the City Manager and the Personnel and Finance Committee

- D.** Resolution Adopting Tax Levy for the Fiscal Year Ending December 31, 2023
Recommended Action:
Motion to waive reading and adopt the resolution, as recommended by the City Manager and the Personnel and Finance Committ
- E.** Resolution Approving Business Improvement District Levy and Assessment Rate for 2023, in Support of Two Rivers Main Street 2023 Budget and Work Plan
Recommended Action:
Motion to waive reading and adopt the resolution, consistent with the budget and work plan adopted by the Main Street Board, as recommended by the Business Improvement District Board
- F.** Resolution Re-Allocating Revenues from Environmental Fee, Effective With 2023 Budget, to Increase Funds Allocated to Urban Forestry and Tree Planting, and to Reduce Funds Allocated to Landfill Maintenance
Recommended Action:
Motion to waive reading and adopt the resolution
- G.** Resolution Adjusting Water Utility Tax Equivalent Payment
Recommended Action:
Motion to waive reading and adopt the resolution
- H.** Resolution Adopting 2023 Pay Scales for Non-Union Employee
Recommended Action:
Motion to waive reading and adopt the resolution
- I.** Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing
Recommended Action:
Motion to waive reading and adopt the resolution
- J.** Resolution Authorizing the Issuance and Sale of up to \$1,397,610 Sewerage System Revenue Bonds, Series 2022 (Clean Water Fund Loan), and Providing for Other Details and Covenants with Repect Thereto, and Approval of Related \$1,996,586 Financial Assistance Agreement
Recommended Action:
Motion to waive reading and adopt the resolution
- K.** Authorize Turning Off Street Lights Along Downtown Washington Street (12th Street to 22nd Street) from 6:00 PM to 10:00 PM on Christmas Eve, Continuing a Two Rivers Christmas Tradition
Recommended Action:
Motion to authorize this action, understanding that City staff will make efforts to make the community aware through social media posts and a press release and temporary traffic warning signs will be placed at each end of the street

13. FOR INFORMATION ONLY

- A. City Council Regular Meeting, Monday, December 19, 2022, 6:00 PM
- B. No City Council Work Session Meeting on Monday, December 26, 2022, 6:00 PM
- C. City Council Regular Meeting, Tuesday, January 3, 2023, 6:00 PM

14. ADJOURNMENT

Motion to dispense with the reading of the minutes of this meeting and adjourn

Please note, upon reasonable notice, efforts will be made to accommodate the needs to disabled individuals through appropriate aids and services. For additional information or to request this service, please contact the Office of the City Manager by calling 793-5532.

It is possible that members of and possibly a quorum of governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no other action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.



CITY COUNCIL MEETING

Monday, November 21, 2022 at 6:00 PM

Council Chambers - City Hall, 3rd Floor
1717 E. Park Street, Two Rivers, WI 54241

MINUTES

1. CALL TO ORDER

The meeting was called to order by Council President Wachowski at 6:00 PM.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL BY CITY CLERK

Councilmembers: Jeff Dahlke, Tracey Koach, Bill LeClair, Darla LeClair, Tim Petri, Jason Ring, Bonnie Shimulunas, Scott Stechmesser, Adam Wachowski

ALSO PRESENT: Jeff Dawson, Library Director; Steve Denzien, Fire Chief; Matt Heckenlaible, Public Works Director; Brian Kohlmeier, Police Chief; Mike Mathis, Parks & Recreation Director; Elizabeth Runge, Community Development Director; Jack Bruce, City Attorney; and Greg Buckley, City Manager

4. CONSIDERATION OF ANY COUNCIL MEMBER REQUESTS TO PARTICIPATE IN THIS MEETING FROM A REMOTE LOCATION

None.

5. PUBLIC HEARING

None.

6. INPUT FROM THE PUBLIC

None.

7. COUNCIL COMMUNICATIONS

Letters and other communications from citizens

Councilmember Ring reported that he received a few concerns from citizens about potential changes to the golf cart ordinance that they thought sounded punitive to current users.

Councilmember Shimulunas reported that she received a request that the bathrooms in the parks be opened back up prior to Memorial Day in 2023. Mr. Buckley reported that staffing and weather concerns may deem the early opening not possible. Councilmember Wachowski suggested that if one particular restroom location was of concern, like Neshotah Beach, it might be the next priority behind those that already get opened early for high school baseball games, rec programs and at the Spirit of the Rivers wayside.

Councilmember Petri reported that someone wanted to give a shoutout to the City workers that repaired her yard after the water lateral replacement.

Councilmember Dahlke reported that he received a couple calls regarding the streets near Koenig school being slippery a few times in the mornings last week. He also received comments in support of making golf cart licenses more expensive and increasing the regulations.

Councilmember Wachowski reported that he spoke to State Senator Andre Jacque and a conversation they had about state aid provided for public safety and the levy limit constraints that

municipalities face. Senator Jacque communicated to Councilmember Wachowski that h need and plans to bring this up in the next session. He believes there is some support in his caucus.

8. COUNCIL REPORTS FROM BOARDS/COMMISSIONS/COMMITTEES

Councilmember D. LeClair reported that the Environmental Advisory Board's first meeting of the Winter Educational Series will be on November 30 at the Lester Public Library. She also reported that Two Rivers Main Street is working on final approval of their 2023 budget. She indicated that the budget will be tight. Shop Hometown Saturday is on November 26. Shopping local is important because small businesses give back to the community, local store owners create local jobs, local owners buy local services themselves, local establishments provide great customer service, and shopping local preserves the community.

Councilmember Dahlke reported that the 2023 budget was recommended for adoption by the Personnel & Finance Committee on Thursday, November 10.

Council President Wachowski reported that the site and architectural plan for 2023 Washington Street from Wine Not, LLC was approved by the Plan Commission at its last meeting.

9. CITY MANAGER'S REPORT

A. Invited Guests
None.

B. Status Update/Reports

1. New Explore Two Rivers Website

Mr. Buckley reported that the new Explore Two Rivers website is now live online.

2. Room Tax Update

Mr. Buckley reported that room tax revenues through October 2022 are at \$237,423.60 with only partial revenues reported for October 2022. It is expected that revenues will likely meet or exceed revenues in 2021 of \$261,161.06.

3. Fall Leaf Pickup Continues Through November

Mr. Buckley reported that leaf collection will continue through the week of November 28, dependent on weather conditions.

4. Winter Parking Ban Begins December 1

Mr. Buckley reported that the winter parking ban will be in effect beginning December 1. The Police Department, in consultation with the City Manager's office, will evaluate weather conditions and suspend enforcement if there are extended periods of snow-free conditions. These enforcement suspensions will be communicated via the Two Rivers City Hall and Two Rivers Police Department Facebook pages.

5. 17th Street Construction Project Update

Mr. Buckley reported that the concrete sidewalk work on 17th Street was completed on November 10. The contractor continues placing topsoil and performing seeding restoration. The street is projected to open to the public by November 23.

6. Staffing Updates

Mr. Buckley reported on the City's recent new hires. Megan Marsh started as the new Recreation Clerk on Monday, November 21. Adam Taylor will start as the new Zoning Administrator on Monday, November 28. City Clerk Jackson also reported

that a top candidate has been identified for the Cemetery Maintenance W position and recruitment for the Public Works Superintendent position is ongoing.

- 7. Update on Spectrum Go Live
Mr. Buckley shared a status report on when the City will be able to stream on the Spectrum public access channel. He shared the latest update from Spectrum, indicating that there's still an estimated 3-4 months before the City cable channel goes "live".
- 8. Electric Utility Power Cost Adjustment Clause (PCAC) Continues to Drop in November
Mr. Buckley reported that the PCAC has dropped from an unprecedented high of 4.13 cents per kWh in August to 0.75 cents in November. 600kWh of energy cost a Two Rivers customer \$97.64 on their August bill; \$77.36 on their November bill. Again, the very high PCAC in August was due to two wholesale power suppliers, both coal-fired plants, being off-line for repairs.
- 9. Upcoming Events:
Mr. Buckley reported on the following upcoming events:
 - a. Shop Local Hometown Saturday, November 26, 2022
 - b. Main Street Hometown Christmas Parade, Saturday, November 26, 2022, 5:30 PM, Downtown. The parade begins travels down Washington Street from 22nd Street to 16th Street featuring a Santa appearance.
 - c. Two Rivers Environmental Advisory Board Educational Series: "The Importance & Benefits of Trees", Wednesday, November 30, 2022, 6:00 PM, Lester Public Library
- 10. Other
Mr. Buckley reported that the two layers of asphalt are down at Washington Park for the tennis and pickleball court renovation. Parks & Rec staff are also in the beginning phases of creating a larger 50' x 100' ice rink at Washington Park for winter.

Central Park Fundraising to date remains at \$746,071, 93% of the \$800,000 fundraising goal. This meeting's agenda includes approval of the bid for all site work and improvements south of the new stage and lawn area. The designer's cost estimate was \$946,600 and two bids were received. Bid by Vinton Construction was \$899,719.30 and bid from Koenig Construction was \$946,950.20.

C. Legislative/Intergovernmental Update
None.

10. CONSENT AGENDA

- A. Presentation of Minutes
 - 1. City Council, November 7, 2022
Recommended Action:
Motion to waive reading and adopt the minutes
- B. Minutes of Meetings
 - 1. Lester Public Library, October 11, 2022
 - 2. Joint Personnel & Finance with Public Utilities Committee, November 2, 2022
 - 3. Committee on Aging, October 3, 2022
 - 4. Plan Commission, October 10, 2022; November 14, 2022
 - 5. Personnel and Finance Committee, November 10, 2022

- 6. Environmental Advisory Board, November 15, 2022
 - 7. Business and Industrial Development Committee and Community Development Authority, September 20, 2022
- Recommended Action:
Motion to receive and file

- C. Department Reports, October 2022
 - 1. City Clerk
 - 2. Community Development
 - 3. Electric
 - 4. Fire
 - 5. Inspections
 - 6. Library
 - 7. Parks & Recreation
 - 8. Police
 - 9. Public Works
 - 10. Safety
 - 11. Water

Recommended Action:
Motion to receive and file

RECOMMENDED ACTION FOR CONSENT AGENDA
Motion to approve the Consent Agenda with the various actions recommended

Motion carried with a voice vote.

Motion made by Koach, Seconded by B. LeClair.
Voting Yea: Dahlke, B. LeClair, D. LeClair, Koach, Petri, Ring, Shimulunas, Stechmesser, Wachowski

11. CITY COUNCIL - FORMAL ITEMS

- A. Proposal from Accurate Appraisals to Provide Assessor Services, Based on a 4-Year Blend Option for \$64,200 per year for 4 years for Assessing Services, Including a Revaluation in Year 2.

Recommended Action:
Motion to direct staff to proceed with actions necessary to contract with Accurate Appraisals for assessing services, as recommended by staff

Mr. Buckley reported on staff's recommendation of Accurate Appraisals for assessing services beginning in 2023. Scott McFarlane of Accurate Appraisals was present to field questions from the Council regarding the services they provide.

Motion carried with a roll call vote.

Motion made by B. LeClair, Seconded by Dahlke.
Voting Yea: Dahlke, B. LeClair, D. LeClair, Koach, Petri, Ring, Shimulunas, Stechmesser, Wachowski

- B. Award of Bid for Central Park West
Recommended Action:
Motion to award the contract to Vinton Construction in its Low Bid Amount of \$899,719.30

Mr. Buckley reported on the bids received for the Central Park West 365 Project recommending the low bidder, Vinton Construction, be awarded the bid for the project.

Motion carried with a roll call vote.

Motion made by Stechmesser, Seconded by Koach.
Voting Yea: Dahlke, B. LeClair, D. LeClair, Koach, Petri, Ring, Shimulunas, Stechmesser, Wachowski

C. Proposal for Remounting/Refurbishing Ambulance 5 (2011 F-450 Braun Ambulance)

Recommended Action:
Motion to authorize the City Manager to sign the purchase agreement with North Central/Braun Ambulance for a new cab/chassis and box re-mount/rehab of Ambulance 5. Total cost of \$188,000; down payment of \$60,000 in 2023 from grant funds, balance of \$128,000 to be funded in 2024 for capital budget.

Fire Chief Denzien spoke about the proposal to remount and refurbish for the 2011 F-450 ambulance the Two Rivers Fire Department purchased from FitchRona Fire Department in 2021 for \$50,000. The remounting process is considerably more affordable than purchasing an all-new constructed vehicle. The current remounted ambulance bid is \$188,000 including color change and upgrades; that refurbished unit should have a life of 12 years. That compares to a price tag of more than \$300,000 for a new ambulance.

Motion carried with a roll call vote.

Motion made by D. LeClair, Seconded by Shimulunas.
Voting Yea: Dahlke, B. LeClair, D. LeClair, Koach, Petri, Ring, Shimulunas, Stechmesser, Wachowski

D. Resolution Amending Tax Incremental Financing Property Sale, Cash Grant and Developer's Performance Agreement with YBR Properties, LLC

Recommended Action:
Motion to waive reading and adopt the resolution
(Note: Agenda provides for discussion in closed session if needed)

Mr. Buckley reported that YBR Properties, LLC's managing member Kip Golden has requested to assign the Developer Agreement to The Confluence, LLC. Kip N. Golden is presently the only member of that newly-created LLC, with additional memberships to be finalized and reported to the City prior to closing on the purchase of the development site from the City, and at any other time when there are changes in its membership. He noted that the agenda allowed for the discussion of this matter in closed session if any Councilmember wished to do so; there was a consensus to proceed with consideration of this matter in open session.

Councilmember Dahlke expressed his opposition to providing TIF assistance to the developer of this project. Other Councilmembers expressed support for the project.

Motion carried upon a roll call vote.

Motion made by Stechmesser, Seconded by Ring.
Voting Yea: B. LeClair, D. LeClair, Koach, Petri, Ring, Shimulunas, Stechmesser, Wachowski
Voting Nay: Dahlke

12. FOR INFORMATION ONLY

- A. City Hall Closed for Thanksgiving, Thursday and Friday, November 24 & 25, 2022
- B. Lester Public Library Open on Friday, November 25, 2022
- C. City Council Invited to March in November 26 Hometown Christmas Parade--Members Planning to Participate?
- D. City Council Work Session Meeting, Monday, November 28, 6:00 PM--Includes Hearing on 2023 Budget
- E. City Council Regular Meeting, Monday, December 5, 2022, 6:00 PM--Includes Action on 2023 Budget
- F. No December Work Session Meeting
- G. Candidacy Packets for City Council Candidates in the April 2023 election are available now. Nomination papers can be circulated starting December 1, 2022 and must be filed on or before Tuesday, January 3, 2023 at 5:00 PM in the City Clerk's Office. Notification of Non-Candidacy by current Council Members must be filed by Friday, December 23, 2022 at 5:00 PM in the City Clerk's Office

13. CLOSED SESSION

The City Council reserves the right to enter into Closed Session, per Wisc. Stats 19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investment of public funds, or conducting other specified public business, whenever competitive or bargaining reason require a closed session: Consider Resolution Amending Tax Incremental Financing Property Sale, Cash Grant and Developer's Performance Agreement with YBR Properties, LLC

There was no need for a closed session.

14. RECONVENE IN OPEN SESSION

To consider possible action in follow-up to closed session discussions

15. ADJOURNMENT

Motion to dispense with the reading of the minutes of this meeting and adjourn the meeting at 7:29 PM.

Motion carried with a roll call vote.

Motion made by Dahlke, Seconded by B. LeClair.

Voting Yea: Dahlke, B. LeClair, D. LeClair, Koach, Petri, Ring, Shimulunas, Stechmesser, Wachowski

Respectfully submitted,

Jamie Jackson
City Clerk



CITY COUNCIL WORK SESSION

Monday, November 28, 2022 at 6:00 PM

Council Chambers - City Hall, 3rd Floor
1717 E. Park Street, Two Rivers, WI 54241

MINUTES

1. CALL TO ORDER

The meeting was called to order by Council President Wachowski at 6:02 PM.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Councilmembers: Jeff Dahlke, Bill LeClair, Darla LeClair, Tracey Koach, Tim Petri, Jason Ring, Bonnie Shimulunas, Scott Stechmesser, Adam Wachowski

ALSO PRESENT: Dave Buss, Finance Director; Dave Dassey, IT Assistant; Jeff Dawson, Library Director; Brian Dellemann, Electric Utility Director; Matt Heckenlaible, Public Works Director; Elizabeth Runge, Community Development Director; Andrew Sukowaty, Water Utility Director; and Greg Buckley, City Manager.

4. CONSIDERATION OF ANY COUNCILMEMBER REQUESTS FOR REMOTE PARTICIPATION IN THE MEETING:

Motion to allow remote participation in the meeting by Councilmember Koach.

Motion carried upon a roll call vote.

Motion made by Dahlke, Seconded by D. LeClair.

Voting Yea: Dahlke, B. LeClair, D. LeClair, Petri, Ring, Shimulunas, Stechmesser, Wachowski

5. PUBLIC HEARING

- A. Proposed 2023 City Budget – Brief Review by City Manager, Including Review of Budget Related Resolutions to be Presented for City Council Action at the City Council meeting on December 5, 2022

City Manager Buckley reported that a public hearing notice was published in the Herald Times Reporter and posted at locations throughout the City as required. The proposed 2023 budget has been available for review and inspection online at www.two-rivers.org and in person at City Hall and the Library. Mr. Buckley briefly reviewed the budget highlights and resolutions to be brought to the Council for adoption on December 5, 2022 before the public hearing was opened.

Council President Wachowski opened the public hearing and made three calls for input from the public. There was no one from the public present and wishing to comment on the proposed budget.

6. DISCUSSION ITEMS

A. Opportunity for Council Discussion of any Matters Pertaining to the 2023 City Budget

Council reviewed the differences between the Community Tourism Fund and Tourism Development Special Revenue Funds, total capital projects spending, and discussed whether an increase to the general fund and property tax levy is justified.

Mr. Buckley also provided an overview of the history of the Business Improvement District (BID) tax levy used to support the operation of the Two Rivers Main Street program with reference to an e-mail that a downtown business owner had sent to him and the City Council. There was considerable discussion regarding the role and functions of Two Rivers Main Street, Inc. and the funding provided of that organization through the downtown area BID.

There were no suggested changes or information requests from the Council as a whole or from individual members.

B. Discuss the Review and Revision of City Council Goals at Future Meeting--Last Reviewed December 2021

The Council discussed the need to review and revise the City Council Goals and Objectives. A special Work Session meeting will be scheduled for this purpose in January 2023. In the meantime, the Personnel and Finance Committee will review progress on the 2021-22 Goals in tandem with the City Manager's evaluation.

7. ADJOURNMENT

Motion to dispense with the reading of the minutes of this meeting and adjourn the meeting at 8:09 PM.

Motion carried upon a voice vote.

Motion made by Dahlke, Seconded by D. LeClair.
Voting Yea: Dahlke, B. LeClair, D. LeClair, Koach, Petri, Ring, Shimulunas, Stechmesser, Wachowski

Respectfully Submitted,

Jamie Jackson
City Clerk

**CITY OF TWO RIVERS
Business Improvement District (BID) Board**

**Monday, November 28, 2022
8:00 AM
Council Chambers, 3rd Floor – City Hall**

MINUTES

Call to Order

The meeting was called to order by City Manager Greg Buckley at 8:09 A.M.

Roll Call

Members Present: Tom Christensen (via Zoom), Bill Kiel, JoAnn Kouba, Theresa Kronforst and Marv Moore. Members absent and excused: Amy MacMillan and Jim VanLanen, Jr.

Also present were: Main Street Executive Director Jason Ring, Main Street Board President Gina Krahn and City Manager Greg Buckley.

Mr, Buckley noted that a quorum was present, and members Amy MacMillan and Jim VanLanen, Jr. were both excused as they were out of town on this date.

Review 2023 BID Operating Plan./2022 Main Street Budget

Mr, Buckley distributed Main Street’s 2023 budget materials, as provided to his office by Mr. Ring. He gave some history of Two River’s downtown area business improvement district. He also noted that Main Street’s proposed use of BID funds in support of its annual budget requires approval not only by the Business Improvement District Board, but also by the City Council, which will consider action on the BID levy and rate in support of the 2023 Main Street budget on December 5.

Mr. Ring and Ms. Krahn proceeded to review the 2023 Main Street budget as adopted by that organization’s Board of Directors.. Budgeted revenues are \$154,800, supporting budgeted expenditures of \$156,818, up by just over \$30,000 from 2022.

They first reviewed projected revenues in support of the 2023 Main Street budget. Sources of such revenues include:

BID Levy	\$50,000
Room Tax Funding for Serving as Visitor Info. Location	\$12,000
Direct Sales	\$36,000
Indirect Sales	\$ 7,800
Product Sales	\$ 3,000
Sponsorships	\$30,000
Grants	\$10,000
Income Related to Arts Activities	\$ 5,000
Workshops	\$ 1,000

Business Improvement District Board
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Mr. Ring noted that the adopted 2023 Budget includes operating and programming expenses of \$146,818, plus funding for repayment of a projected line of credit balance of \$10,000. He added that, while that line of credit has been approved to meet 2022 year-end cash flow concerns, it may not be necessary to use the LOC to that extent.

Mr. Ring also pointed out that the 2023 Budget proposes an increase in the BID assessment rate, from \$1.425, per thousand of assessed value to \$2.00 per thousand of assessed value. The resulting BID levy in support of Two Rivers Main Street's 2023 Budget and Operating Plan is estimated at \$50,000, up from approximately \$40,000 in 2022.. If approved, this would be the first change in the BID rate since 2007

Mr. Ring: also provided a summary of highlights of Two Rivers Main Street's Budget and Work Plan for 2023, including:

- Funding operating expenses for the Main Street Director (the only full-time employee) and rental of Main Street's downtown office space. These costs comprise the majority of the budget and are necessary to carrying out Main Street's programs and activities.

- Funding three façade grants, at \$5,000 each, awarded in 2022 to Weichert Realtors, The Hook Games and Lanes and Cool City Brewing Company (NOTE: the City of Two Rivers has committed \$5,000 in additional grant money to each of these businesses. (He further reported that, at this time, the 2023 budget does not provide resources for additional grant awards in 2023.)

- Funding planned arts initiatives, organized through the TRMS Design Committee; while continuing to fund the downtown flower planters, first implemented in 2021.

- Maintaining and improving on the many special events organized by Main Street.

- Increasing Main Streets "economic revitalization" role, to include working with building owners to fill vacant spaces and assisting businesses in succession strategies and business growth strategies.

Mr. Ring also commented on Main Street's increased emphasis on communication with BID members in recent months, including his Monday e-mail updates and ongoing survey of downtown business and property owners.

Mr. Buckley questioned if the 2023 budget proposed any part-time staffing, to aid in fulfillment of the downtown visitor center function. Mr. Ring and Ms. Krahn indicated that there is not currently any funding for part-time staffing in the budget, but they hope to augment paid staff with volunteers and possibly a summer intern. Mr. Buckley suggested that the part-time staffing issue may need to be re-visited, as the City's Room Tax Commission has not yet given final approval to a 2022 contract with Main Street for visitor information services and will want to be assured of coverage at the Main Street office.

Business Improvement District Board
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Recommend Proposed 2022 BID Assessment Rate and Levy in Support of 2023 Main Street Program Budget

BID Board members discussed the recommended levy and rate in support of Main Street’s 2023 Work Plan and Budget. Mr. Kiel noted that, by taking the BID assessment rate to the maximum rate allowed under the 1996 BID Operating Plan, there is no option for further revenue from this source, other than that resulting from future increases in valuation.

Several members noted that Main Street is more visible and positively perceived in the district, since moving to its own downtown storefront and offering more direct assistance to businesses, such as façade grants. Mr. Ring’s e-mail updates were also noted as a positive initiative.

Following discussion, Mr. Moore, supported by Mr. Kiel , to approve an assessment rate of \$2.00 per thousand dollars of assessed valuation for the 2022 tax bills, to provide \$50,000 in support of the 2023 Two Rivers Main Street Work Plan and Budget of \$156,818, and to recommend approval of same by the City Council.

The motion setting the 2022 BID assessment rate and levy was approved unanimously, by voice vote.

Adjournment

Mr. Kiel moved, supported by Ms. Kronforst, to adjourn the meeting at 8:52 AM.

Upon voice vote, motion carried.

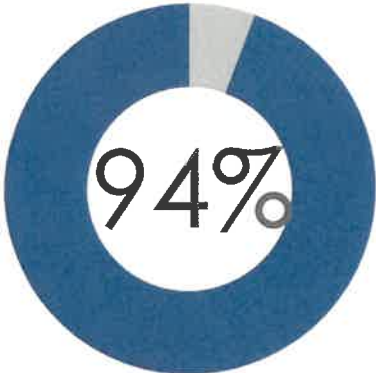
Respectfully submitted,


Gregory E. Buckley
City Manager

NOTE: Two Rivers Main Street 2023 budget materials as presented at this meeting are attached to these minutes.

Main Street 2023 Budget overview

Percentage of income spent



Summary

<u>TOTAL ANNUAL INCOME</u>	\$156,000
\$154,800	\$154,000
<u>TOTAL ANNUAL EXPENSES</u>	\$152,000
\$145,969	\$150,000
<u>TOTAL ANNUAL LINE OF CREDIT</u>	\$148,000
\$10,000	\$146,000
<u>CASH BALANCE</u>	\$144,000
-\$1,169	\$142,000
	\$140,000



Main Street 2023 Budget overview

Annual Income

<u>ITEM</u>	<u>AMOUNT</u>
Income BID Receipts	\$50,000.00
Income Grants	\$10,000.00
Room Tax	\$12,000.00
Sales Direct	\$36,000.00
Sales Indirect	\$7,800.00
Product Sales	\$3,000.00
Sponsorships	\$30,000.00
Arts/Beautification	\$5,000.00
Historical Preservation	\$0.00
Workshops	\$1,000.00

Main Street 2023 Budget overview

Annual Expenses

ITEM	DUE DATE	AMOUNT
Adverstising	Date	\$1,500.00
Communications	Date	\$1,416.00
Dues	Date	\$2,249.88
Event enterainment	Date	\$20,000.00
Event Expenses	Date	\$7,000.00
Consumables	Date	\$7,000.00
Permits /Rentals	Date	\$4,300.00
Insurance	Date	\$3,068.00
Office Rent & Supplies	Date	\$12,360.00
Payroll Expenses	Date	\$65,000.00
Accounting	Date	\$925.00
Entertainment	Date	\$100.00
Miscellaneous	Date	\$50.00
Arts/Beautification		\$20,000.00
Historical Preservation		\$0.00
Workshops		\$1,000.00

Main Street 2023 Budget overview

Line of Credit

DATE	AMOUNT
Line of Credit	\$10,000.00

	2022 Through Sept	2023 Budget
Income		
BID Receipts	\$ 37,786.44	\$ 50,000.00
Grants	\$ 10,000.00	\$ 10,000.00
Non Profit Income	\$ 7,779.48	
Room Tax		\$ 12,000.00
Refund	\$ (100.00)	
Sales	\$ 1,041.91	
Direct	\$ -	
Entry fee	\$ 10,530.41	\$ 10,000.00
Food & Beverage	\$ 17,339.86	\$ 23,000.00
Membership	\$ (223.00)	\$ 3,000.00
Total Direct		
Indirect Sales	\$ (300.00)	
Craft Booth	\$ 2,000.00	\$ 3,000.00
Food Booth	\$ 4,670.00	\$ 4,800.00
Total Indirect Sales		
Total Sales		
Sales of Product Income	\$ 597.87	\$ 3,000.00
Sponsorship	\$ 2,653.38	
Event Sponsorship	\$ 4,800.00	
Musical acts	\$ -	
Trophy/plaques & awards	\$ (1,000.75)	
Total Event Sponsorship	\$ 3,799.25	
General Sponsorship	\$ 400.00	
General	\$ 1,250.00	
Major	\$ 14,083.00	
Total General Sponsorship	\$ 15,733.00	
Arts		\$ 5,000.00
Historical Preservation		
Workshops		\$ 1,000.00
Total Sponsorship		\$ 30,000.00
Total Income	\$ 113,308.60	\$ 154,800.00
Cost of Goods Sold		
Cost of Goods Sold		
Total Cost of Goods Sold		
Gross Profit	\$ 113,308.60	\$ 154,800.00
Expenses		
Advertising	\$ 373.11	
Advertising/Promotional	\$ 260.00	
Internet	\$ 1,057.93	
Outdoor	\$ -	
Print	\$ -	
Radio	\$ -	
Television	\$ -	
Total Advertising	\$ 1,691.04	\$ 1,500.00

Communication	\$	117.97	
internet	\$	589.85	
Telephone	\$	69.26	
Total Communication	\$	777.08	\$ 1,416.00
Debt Write-ff	\$	550.00	
Dues & Subscriptions	\$	1,661.32	\$ 2,249.88
Equipment purchases	\$	104.99	
Event Entertainment	\$	25,211.00	\$ 20,000.00
Event Expenses	\$	6,832.43	\$ 7,000.00
Consumables	\$	2,100.79	\$ 1,000.00
Apparal (car show t-Shirts?)	\$	1,733.25	\$ 1,000.00
Food & Beverage	\$	4,731.05	\$ 6,000.00
Total Consumables			
Permits	\$	129.00	\$ 300.00
Prizes	\$	400.00	
Purchases	\$	2,122.37	
Rental	\$	4,707.34	\$ 4,000.00
Total Event Expenses			
Gifts In-Kind	\$	-	
Printing & Reproduction	\$	240.00	
Total Gifts In-Kind	\$	240.00	
Grants Given	\$	-	
Facade Grant	\$	-	\$ 15,000.00
Total Grants Given	\$	-	
Insurance	\$	1,360.00	\$ 1,400.00
Liability	\$	1,177.00	\$ 1,200.00
Workmans Comp	\$	468.00	\$ 468.00
Total Insurance			
Interest expense	\$	33.65	
Meetings expense	\$	1,955.86	
Office Space Usage	\$	5,758.71	\$ 10,000.00
Office Supplies & expenses	\$	1,413.57	\$ 500.00
Payroll Expenses	\$	-	
Taxes	\$	3,719.86	\$ 4,000.00
Wages	\$	48,625.70	\$ 55,000.00
Insurance			\$ 6,000.00
Total Payroll Expenses			
Postage	\$	69.65	\$ 150.00
Printing & Reproduction	\$	1,656.38	\$ 1,500.00
Professional Fees	\$	-	
Accounting	\$	-	
Tax Return	\$	925.00	\$ 925.00
Total Accounting			
Total Professional Fees			
Purchases	\$	1,877.17	
Rent	\$	244.49	
Travel	\$	567.07	\$ -

Lodging	\$	897.69	\$	-
Meals	\$	228.95	\$	-
Mileage	\$	56.16	\$	-
Total Travel				
TRMS Rentals	\$	554.40		
PO Box	\$	210.00	\$	210.00
Total TRMS Rentals				
Uncategorized Expense	\$	554.00	\$	-
Arts			\$	5,000.00
Historical Preservation				
Workshops			\$	1,000.00
Line of credit payback			\$	10,000.00
Total Expenses	\$	125,344.97	\$	156,818.88
Net Operating Income	\$	(13,178.87)	\$	(2,018.88)
Net Income	\$	(13,178.87)		

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
11/22/2022	131694	Her, Cher Tom	Refund/Overpayment 2021 Property Tax	100-16000	04/27/2022	16.22-
Total 131694:						16.22-
11/03/2022	133130	ADRC of the Lakeshore	Sept 2022 donations - Sr Ctr	250-23150	11/01/2022	339.00
Total 133130:						339.00
11/03/2022	133131	AECOM Technical Services Inc	2022 Landfill Support - Eng	419-53600-2900	2000678958	627.50
Total 133131:						627.50
11/03/2022	133132	Amazon Business - Debit Memo	PLOTTER - ENG	100-53100-3900	16DV-RVWH-WWK7	299.62
11/03/2022	133132	Amazon Business - Debit Memo	Supplies - Finance	100-51510-3100	16JW-YF4F-3MC6	521.61
11/03/2022	133132	Amazon Business - Debit Memo	Supplies- FD	100-52200-3850	1DKG-RYC9-W46Y	191.67
11/03/2022	133132	Amazon Business - Debit Memo	Supplies - Senior Center	250-55150-3900	1QVX-HT4J-CPL6	37.45
Total 133132:						1,050.35
11/03/2022	133133	American Messaging	Service 11-1-22-10/31/23 for Account #U	660-59921-2200	U1850398WK	129.62
Total 133133:						129.62
11/03/2022	133134	Aring Equipment Exchange	SNOW BOLT ON EDGES - PW	100-53330-3900	786257	4,104.32
Total 133134:						4,104.32
11/03/2022	133135	Aurora Health Care	Pre Placement Exam	650-59930-2900	556744	546.50
Total 133135:						546.50
11/03/2022	133136	Beerntsen's Confectionary	Thank you Bars - Volunteer appreciation-	250-55150-3900	5883	195.00
Total 133136:						195.00
11/03/2022	133137	Brabazon Pump Co. LTD	Aircare Plus Qtrly Service Agreement	650-59642-2900	5239601	968.75
Total 133137:						968.75
11/03/2022	133138	Braun Building Center	Mortar Mix - DPW	100-16120	BB075888301	239.80

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 133138:						239.80
11/03/2022	133139	Below Vetter Buikema Olson & Vliet LL	General Legal	100-51410-2130	144	540.00
11/03/2022	133139	Below Vetter Buikema Olson & Vliet LL	General Legal	100-51410-2130	145	2,670.00
Total 133139:						3,210.00
11/03/2022	133140	Charter Communications Inc	Service 10/19/22-11/18/22 - Sr. Cntr	100-55140-2900	0000265101922	87.53
Total 133140:						87.53
11/03/2022	133141	CliftonLarsonAllen LLP	Progress Billing for TID No. 4	233-56700-2900	3461943	945.00
Total 133141:						945.00
11/03/2022	133142	Coban Technologies Inc.	Body Camera Purchase - PD	461-52100-8150	49617	19,655.00
Total 133142:						19,655.00
11/03/2022	133143	Cole-Parmer Instrument Co	Water Meter Calibration - Wtr	650-59676-2900	3277786	228.04
Total 133143:						228.04
11/03/2022	133144	Communications Engineering Co	Annual Fire Alarm Inspection - FD	100-52200-2900	390233	588.00
Total 133144:						588.00
11/03/2022	133145	Core & Main LP	Blow-Off HYD 6' Bury - Water	650-59677-3900	R747997	796.98
Total 133145:						796.98
11/03/2022	133146	CTW Corporation	Service / Booster Pump 8 - Wtr	650-19333	40537	26,625.26
Total 133146:						26,625.26
11/03/2022	133147	Department of Administration	Public Benefits Fees FY22 Q3	660-29253	505-0000068903	12,107.90
Total 133147:						12,107.90
11/03/2022	133148	Department of Administration	Public Benefits Fees FY22 Q1	660-29253	505-0000073245	12,416.84

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 133148:						12,416.84
11/03/2022	133149	Eis Implement Inc	Equipment - Rec	454-55400-8150	27161514	55,300.00
Total 133149:						55,300.00
11/03/2022	133150	Erickson Sports Apparel	Logowear	258-56700-2910	103029	990.00
Total 133150:						990.00
11/03/2022	133151	Essential Sewer and Water Services LLC	Service Lateral Replacement	650-19107	C7-3 PO 320218	8,741.20
Total 133151:						8,741.20
11/03/2022	133152	Fabian, Paul	Energy Star Rebate-Refrigerator	660-29253	11/2/2022	30.00
Total 133152:						30.00
11/03/2022	133153	Fastenal	Monthly Vending Machine - Elec	660-59588-3900	WIMAN293749	459.79
11/03/2022	133153	Fastenal	Monthly Vending Machine - WTR	650-59643-3900	WIMAN293753	103.48
Total 133153:						563.27
11/03/2022	133154	Garage Door Specialty LLC	Garage Door Repair/Flavor Hut - Ec Devl	417-56700-2900	1911	520.00
11/03/2022	133154	Garage Door Specialty LLC	Garage Door Installation - Elec	660-59598-2900	1921	4,090.00
Total 133154:						4,610.00
11/03/2022	133155	Hawkins Inc	Azone - 15 WTR	650-59641-3910	6322109	1,088.84
Total 133155:						1,088.84
11/03/2022	133156	HILTI Inc.	Trade-In Incentive/Hammerdrill - DPW	100-53300-3900	4620154958	250.00-
11/03/2022	133156	HILTI Inc.	Hammer Drill Supplies - DPW	100-53300-3900	4620187450	451.11
Total 133156:						201.11
11/03/2022	133157	Hubbartt Electric Inc	Install 2 camera system @ Wash Park -	454-55400-8860	17035C	1,553.29
11/03/2022	133157	Hubbartt Electric Inc	Labor to Troubleshoot Amid Filter Sys.-W	650-59642-2900	17073	124.50

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 133157:						1,677.79
11/03/2022	133158	James Leasing LLC	Contract JL-171-01 Coverage 10/24/22-1	100-53200-5310	10388	2,499.28
Total 133158:						2,499.28
11/03/2022	133159	Klein, Patricia Ann	Simply Seniors Exercise Class - 10/1/22-	100-55300-2900	SIMPLY SENIORS CLASS	55.80
Total 133159:						55.80
11/03/2022	133160	Klein's Hardware Hank	FOAM FILL GAPS - DPW	100-16120	TR PUBLIC WORKS 10-4-	12.98
Total 133160:						12.98
11/03/2022	133161	Kulpa Jr, Frank	Solar Credit Acct #8419-0	660-21130	SOLAR CREDIT REFUND-	135.50
Total 133161:						135.50
11/03/2022	133162	LaFond, John	Energy Star Rebate - Dehumidifier	660-29253	11/2/2022	15.00
Total 133162:						15.00
11/03/2022	133163	Manitowoc Co Public Works	Tyler Mobile / Netmotion Upgrade - PD	461-52100-8150	44861	5,095.74
Total 133163:						5,095.74
11/03/2022	133164	Manitowoc Co Solid Waste	Account #162 Sept 2022 Service - Eng	640-53620-2900	25998	10,733.19
11/03/2022	133164	Manitowoc Co Solid Waste	Account #239 Sept 2022 Service - Eng	640-53310-2900	26028	1,697.02
Total 133164:						12,430.21
11/03/2022	133165	Manitowoc Disposal Inc	Dumpster Service - P & R	640-53620-2900	66039	170.00
11/03/2022	133165	Manitowoc Disposal Inc	Recycling & Refuse Collect 10/1/2022 thr	640-53620-2900	PERIOD 10/15/22 TO 10/2	14,729.61
Total 133165:						14,899.61
11/03/2022	133166	Manitowoc Engraving Inc	Envelopes - Finance	100-51510-3100	31188	151.00
Total 133166:						151.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
11/03/2022	133167	Manitowoc Public Utilities	Assist moving Transformer - Elec	660-59595-2900	1664	224.75
Total 133167:						224.75
11/03/2022	133168	Manitowoc Trophy	Flag Football - Rec	100-55300-3900	42404	48.00
Total 133168:						48.00
11/03/2022	133169	Mid-American Research Chemical	Supplies - DPW	100-53200-3900	0774136-IN	277.45
Total 133169:						277.45
11/03/2022	133170	Midwest Meter Inc	Supplies - Wtr	650-59663-3900	0147978-IN	5,900.00
11/03/2022	133170	Midwest Meter Inc	Supplies - Wtr	650-59663-3900	0148036-IN	83.81
Total 133170:						5,983.81
11/03/2022	133171	Motorola	Batteries - Fire	100-52210-2410	8281475860	261.78
Total 133171:						261.78
11/03/2022	133172	Northeast Asphalt Inc.	Asphalt-DPW	100-16120	1836867	1,918.24
Total 133172:						1,918.24
11/03/2022	133173	Northeast Wisc Tech College	T Duessing Apprenticeship	660-59930-2920	SFT0000124578	424.50
Total 133173:						424.50
11/03/2022	133174	Northern Lake Service Inc	TOC - wtr	650-59642-2900	427534	54.00
11/03/2022	133174	Northern Lake Service Inc	SL SAMPLES - WWTP	690-59820-2900	428141	329.10
Total 133174:						383.10
11/03/2022	133175	Points of Light	Volunteer Appreciation-SC	250-55150-3900	2022-0616-1710-34077	67.33
Total 133175:						67.33
11/03/2022	133176	R&J Fricke Inc	Concrete - DPW	100-16120	13579	1,444.50
11/03/2022	133176	R&J Fricke Inc	Concrete - DPW	100-16120	13580	2,238.25
11/03/2022	133176	R&J Fricke Inc	Concrete - DPW	100-16120	13581	2,265.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
11/03/2022	133176	R&J Fricke Inc	Concrete - DPW	100-16120	13656	2,265.00
11/03/2022	133176	R&J Fricke Inc	Concrete - DPW	100-16120	13657	758.00
11/03/2022	133176	R&J Fricke Inc	Concrete - DPW	100-16120	13658	1,880.50
Total 133176:						10,851.25
11/03/2022	133177	Radue Homes Inc	Over Charged on Building Permit	100-44300	10/28/2022	20.00
Total 133177:						20.00
11/03/2022	133178	Registration Fee Trust	PD VEHICLE #310 PLATE CHANGE	461-52100-8160	VIN #1HGCP2F30BA0063	5.00
Total 133178:						5.00
11/03/2022	133179	RESCO	Supplies-Elec	660-59593-3900	874917-01	91.32
11/03/2022	133179	RESCO	Various Stock Main & Minor Material	660-59593-3900	877867-00	1,912.88
Total 133179:						2,004.20
11/03/2022	133180	Schaus Roofing/Mechanical	Equipment Repair - WWTP	690-59834-2900	SD6183	1,414.00
Total 133180:						1,414.00
11/03/2022	133181	Superior Chemical Corp	Supplies - Elec	660-59588-3900	347452	78.49
11/03/2022	133181	Superior Chemical Corp	Janitorial Supplies - Elec	660-59588-3900	347995	159.08
11/03/2022	133181	Superior Chemical Corp	SHOP SUPPLIES - PW	100-53200-3900	348047	112.18
Total 133181:						349.75
11/03/2022	133182	TA Motorsports Inc	Sprayer & Backpack - P&R	100-55200-3900	233148	102.91
Total 133182:						102.91
11/03/2022	133183	Thuermer Law Office	Municipal Prosecuting - September 2022	100-51340-2121	OCTOBER 26, 2022	1,560.00
Total 133183:						1,560.00
11/03/2022	133184	Transcendent Technologies	Ascent Land Records Implementation (S	100-51450-2130	M6245	2,573.75
Total 133184:						2,573.75

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
11/03/2022	133185	Tri City Glass and Door	Door Supplies - Fields	454-55400-8860	I03086632 AW	10,680.00
Total 133185:						10,680.00
11/03/2022	133186	Two Rivers Automotive Inc.	Absorbents - Fire	100-52210-2410	5172-281282	36.78
Total 133186:						36.78
11/03/2022	133187	Two Rivers Historical Society	Nov 2022 Monthly Support Pymt	258-56700-2910	NOV2022	250.00
Total 133187:						250.00
11/03/2022	133188	USA Blue Book	Supplies - WWTP	690-59833-3900	144454	472.53
11/03/2022	133188	USA Blue Book	Supplies - Wtr	650-59643-3900	145964	458.48
Total 133188:						931.01
11/03/2022	133189	Veterans' Plumbing LLC	Plumbing Services - P & R	100-55140-2900	7672	3,181.38
Total 133189:						3,181.38
11/03/2022	133190	West & Dunn LLC	Room Tax Litigation - CM	258-56700-2130	5247	1,760.00
11/03/2022	133190	West & Dunn LLC	Room Tax Litigation - CM	258-56700-2130	5759	60.00
11/03/2022	133190	West & Dunn LLC	Salomon Abate of Nuisance Action - CM	100-51410-2130	5760	347.80
11/03/2022	133190	West & Dunn LLC	Salomon Abate of Nuisance Action - CM	100-51410-2130	5931	570.94
Total 133190:						2,738.74
11/03/2022	133191	Winter Equipment Company Inc	SNOW PLOW GUARDS - PW	100-53330-3900	IV53088	3,316.19
Total 133191:						3,316.19
11/03/2022	133192	Wisc Dept of Safety/Professional Service	Credential Renewal - Zoning Administrat	100-52400-2900	1467703 / 12/3/2022	40.00
Total 133192:						40.00
11/03/2022	133193	Wisconsin Public Service	FIRE DEPT	100-52200-2220	0401271669-03; 10/22	273.07
11/03/2022	133193	Wisconsin Public Service	CEMETERY	100-54910-2220	0401271669-05;10/22	44.18
11/03/2022	133193	Wisconsin Public Service	1300 35TH STREET - Rec	100-55400-2220	0401271669-07; 12/22	32.85
11/03/2022	133193	Wisconsin Public Service	1916 COLUMBUS ST - Elec	660-59588-2220	0401271669-10;10/22	81.71
11/03/2022	133193	Wisconsin Public Service	WARM BLDG	100-55200-2220	0401271669-12; 10/22	19.41

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
11/03/2022	133193	Wisconsin Public Service	CITY HALL	100-51600-2220	0401271669-24;10/22	620.10
11/03/2022	133193	Wisconsin Public Service	Bridge Bldg - Engineering	100-53341-2220	0401271669-30; 10/22	34.61
11/03/2022	133193	Wisconsin Public Service	1401 Lake Street	660-49390	0401271669-35; 10/22	2,655.50
Total 133193:						3,761.43
11/03/2022	133194	Woodland Dunes Nature Center	Solar Credit Refund - Acct #8420-0	660-21130	SOLAR CREDIT REFUND-	107.00
Total 133194:						107.00
11/03/2022	133195	Zoro Tools Inc.	Water Meter Seals - Wtr	650-59663-3900	INV11676562	105.48
Total 133195:						105.48
11/10/2022	133196	All Seasons Outdoor Power & Marine	Push mower blades - Cem	100-54910-3900	4/18/22	57.25
Total 133196:						57.25
11/10/2022	133197	Amazon Business - Debit Memo	Supplies - Senior Center	100-54150-3100	16F7-J9CC-LHC6	147.87
11/10/2022	133197	Amazon Business - Debit Memo	Supplies - Senior Center	250-55150-3900	1DKG-RYC9-WVLF	213.84
11/10/2022	133197	Amazon Business - Debit Memo	Supplies - Wtr	650-59921-3100	1LG9-KQGP-YHH6	159.36
11/10/2022	133197	Amazon Business - Debit Memo	Supplies - Senior Center	100-54150-3100	1WK9-KNDH-PV6R	85.99
Total 133197:						607.06
11/10/2022	133198	AnSer Services	October 2022 Charges - Elec	650-59665-2900	6502-110122	222.00
Total 133198:						222.00
11/10/2022	133199	Aring Equipment Exchange	Bolt on Snow edges - DPW	100-53330-3900	786139	706.63
Total 133199:						706.63
11/10/2022	133200	B&M Technical Services Inc	Equipment Maintenance - WWTP	690-59820-2900	10197	1,040.00
Total 133200:						1,040.00
11/10/2022	133201	Brindlee Mountain Fire Apparatus	Commission on sale of Ladder Truck - F	455-48300	00020013	3,500.00
Total 133201:						3,500.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
11/10/2022	133202	Canteen Vending	Distilled Water - WWTP	690-59820-2900	I27050	93.95
Total 133202:						93.95
11/10/2022	133203	CDW Government Inc	Server	460-51900-8110	DR33297	5,126.50
Total 133203:						5,126.50
11/10/2022	133204	City Of Manitowoc	Monthly Bus Pass - Oct 2022	250-23103	0374140	60.00
Total 133204:						60.00
11/10/2022	133205	City of Two Rivers Petty Cash	Petty cash reimbursement	100-52100-2920	11/9/2022	2,163.82
Total 133205:						2,163.82
11/10/2022	133206	Cool City Brewery LLC	CDI Grant Award - Pay Request #1	291-26310	11/07/2022	143,365.38
Total 133206:						143,365.38
11/10/2022	133207	Country Visions Cooperative	Diesel inventory - DPW	100-16120	336010	8,852.56
Total 133207:						8,852.56
11/10/2022	133208	Cretton Enterprises Inc	Oct 2022 Services - Rec	100-55200-2900	11028	4,369.05
11/10/2022	133208	Cretton Enterprises Inc	Oct 2022 Services - Library	280-55110-3560	11030	1,142.80
Total 133208:						5,511.85
11/10/2022	133209	Dept. of Workforce Development	Unemployment 10/1/22-10/31/22	100-51930-5160	000012025927	239.65
Total 133209:						239.65
11/10/2022	133210	Domnitz Flowers LLC	Centerpiece - Snr Cntr	250-55150-3890	23617	100.00
Total 133210:						100.00
11/10/2022	133211	Dorner Company	Solenoid Bank - Wtr	650-19333	503205	6,529.00
Total 133211:						6,529.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
11/10/2022	133212	Fire Dept Petty Cash	Petty cash reimbursement	100-52200-3500	11/8/2022	164.91
Total 133212:						164.91
11/10/2022	133213	Frank's Radio Service Inc.	Technical Service / Radio Repeater - PD	461-52100-8150	121791	1,515.47
Total 133213:						1,515.47
11/10/2022	133214	GFL Environmental	Dumpster service-WWTP	690-59820-2900	U30000080100	282.23
Total 133214:						282.23
11/10/2022	133215	Govconnection Inc.	Microsoft Servicer Licensing	460-51900-8100	73381454	7,574.24
Total 133215:						7,574.24
11/10/2022	133216	Grainger	Bulb and belt - WWTP	690-59833-3900	9495307705	23.99
Total 133216:						23.99
11/10/2022	133217	Hawkins Inc	Azone-15 & Sodium Hydroxide - WTR	650-59641-3910	6312140	3,058.79
Total 133217:						3,058.79
11/10/2022	133218	Hydroclean Equipment Inc	Repair Pressure Washer - Elec	660-59588-2900	17271	235.05
Total 133218:						235.05
11/10/2022	133219	HydroCorp	Monthly Charge CCR PProgram	650-59664-2900	0069475-IN	3,280.00
Total 133219:						3,280.00
11/10/2022	133220	James Imaging Systems Inc.	Contract R14490-MPS-01 10/29/22-11/2	660-59921-3900	1248360	292.41
Total 133220:						292.41
11/10/2022	133221	John Fabick Tractor Company	Parts for WO #16249 - DPW	100-16120	PIGB0163088	30.63
11/10/2022	133221	John Fabick Tractor Company	Parts for WO #16249 - DPW	100-16120	PIGB0163274	94.53
11/10/2022	133221	John Fabick Tractor Company	Inbound FRE on edges - DPW	100-53330-3900	PIGB0163472	400.00
11/10/2022	133221	John Fabick Tractor Company	Snow cutting edges - DPW	100-53330-3900	PIGB0163473	386.16
11/10/2022	133221	John Fabick Tractor Company	Snow cutting edges - DPW	100-53330-3900	PIGB0163474	396.52

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
11/10/2022	133221	John Fabick Tractor Company	Snow cutting edges - DPW	100-53330-3900	PIGB0163475	458.98
11/10/2022	133221	John Fabick Tractor Company	Snow cutting edges - DPW	100-53330-3900	PIGB0163668	3,668.71
11/10/2022	133221	John Fabick Tractor Company	Snow cutting edges - DPW	100-53330-3900	PIGB0163875	326.78
Total 133221:						5,762.31
11/10/2022	133222	Kaat's Water Conditioning Inc	Bottled water, 6303 Riverview Dr-Eng	419-53600-2900	10/31/2022	80.39
Total 133222:						80.39
11/10/2022	133223	Manitowoc Co Treasurer	County Jail & Driver Improvement Surch	100-21125	11/7/2022	802.56
Total 133223:						802.56
11/10/2022	133224	Manitowoc Co Treasurer	Brine tanker rental - DPW	100-16120	26074	330.32
Total 133224:						330.32
11/10/2022	133225	Manitowoc Disposal Inc	Dumpster Service - DPW	640-53310-2900	66040	275.00
Total 133225:						275.00
11/10/2022	133226	Manitowoc Public Utilities	2124 Woodland Dr-WTP	690-59820-2210	106902; 10/22	27.86
11/10/2022	133226	Manitowoc Public Utilities	Standy Water - Wtr	650-59602-2900	425427/118598;10/22	636.96
Total 133226:						664.82
11/10/2022	133227	Marco	Agreement 016-1603090-000 - Lib	280-55110-2130	32745288	271.34
Total 133227:						271.34
11/10/2022	133228	Martin Systems Inc	Supplies - Rec	100-55140-2900	245052	464.00
Total 133228:						464.00
11/10/2022	133229	McMahon Associates Inc	20th St Pond (Eggers) - Eng	680-19107	928551	1,748.45
Total 133229:						1,748.45
11/10/2022	133230	Menards - Manitowoc 3141	Supplies-FD	100-52210-2410	12052	33.12

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 133230:						33.12
11/10/2022	133231	Metzler, Cheryl	EV Incentive Rebate	660-29253	11/8/2022	250.00
Total 133231:						250.00
11/10/2022	133232	Midwest Chemical & Equipment	Belt Press Polymer - WWTP	690-59825-4920	6910	11,681.75
Total 133232:						11,681.75
11/10/2022	133233	OpenPoint LLC	OpenPoint Subscription - Nov 2022	660-59923-2403	1306	2,350.00
Total 133233:						2,350.00
11/10/2022	133234	OSI Environmental Inc	Oil filter recycling - DPW	100-53200-2900	4023001	50.00
Total 133234:						50.00
11/10/2022	133235	Paukner, Sherry	Energy Star Rebate - Refrigerator	660-29253	11/8/2022	30.00
Total 133235:						30.00
11/10/2022	133236	Payment Service Network	Services 10/01/2022-10/31/2022	690-59840-3900	266685	7.95
Total 133236:						7.95
11/10/2022	133237	Payment Service Network	Central Park Donations/CC Fees - Schmi	415-55410-2900	268071	11.27
Total 133237:						11.27
11/10/2022	133238	Payment Service Network	Donation CC Fees	415-55410-2900	267601	75.00
Total 133238:						75.00
11/10/2022	133239	Pomp's Tire Services	Sublet WO #16249 - DPW	100-16120	40064255	468.75
Total 133239:						468.75
11/10/2022	133240	R&J Fricke Inc	Concrete - DPW	100-16120	13608	1,710.00
11/10/2022	133240	R&J Fricke Inc	Concrete - DPW	100-16120	13609	1,007.75

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
11/10/2022	133240	R&J Fricke Inc	Concrete inventory - DPW	100-16120	13655	972.00
Total 133240:						3,689.75
11/10/2022	133241	Registration Fee Trust	Register New Aerial Ladder Truck Fleet 1	455-52200-8160	11/7/2022	169.50
Total 133241:						169.50
11/10/2022	133242	Schaus Roofing/Mechanical	Boiler Service - City Hall	100-51600-3500	SD6322	2,432.81
Total 133242:						2,432.81
11/10/2022	133243	State of Wisconsin	Oct 2022 penalty surcharges	100-21125	11/7/2022	2,790.23
Total 133243:						2,790.23
11/10/2022	133244	Suettinger's Keys LLC	Single cut keys-Rec	100-55140-3500	124338	10.00
Total 133244:						10.00
11/10/2022	133245	TAPCO	Parkfolio Hosting Fee - Sept 2022	218-53540-2900	I740023	100.00
11/10/2022	133245	TAPCO	Parkfolio Hosting Fee - Oct 2022	218-53540-2900	I740024	100.00
Total 133245:						200.00
11/10/2022	133246	Two Rivers Automotive Inc.	Supplies - FD	100-52210-3410	5172-281918	8.99
11/10/2022	133246	Two Rivers Automotive Inc.	Supplies - FD	100-52200-3500	5172-281923	5.00
Total 133246:						13.99
11/10/2022	133247	Two Rivers Clothing Co	K9 Clothing - PD	461-52100-8150	TRPD - NOV 2022	20.00
Total 133247:						20.00
11/10/2022	133248	Two Rivers Main Street Inc.	Delinquent BID Payment - Parcel #000-0	100-25815	11/02/2022	166.01
Total 133248:						166.01
11/10/2022	133249	Uniform Shoppe	Shirt-FD	100-52200-3850	326919	111.80
11/10/2022	133249	Uniform Shoppe	Clothing - PD	100-52115-3852	STATEMENT 10/18/22	5,261.30

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 133249:						5,373.10
11/10/2022	133250	Village of Mishicot Treasurer	Oct 2022 Municipal Court Forfeitures	100-21125	11/7/2022	962.96
Total 133250:						962.96
11/10/2022	133251	Wisc State Laboratory/Hygiene	2023 Water Micro Certification - Wtr	650-59642-2900	30012756	377.00
11/10/2022	133251	Wisc State Laboratory/Hygiene	October Fluoride Samples - Wtr	650-59642-2900	727075	28.00
Total 133251:						405.00
11/10/2022	133252	Wisconsin Public Service	PARK SHELTER	100-55200-2220	0401271669-14; 10/22	19.90
11/10/2022	133252	Wisconsin Public Service	3900 Bellevue PI - Reservoir	650-59661-2220	0401271669-2;10/22	26.77
11/10/2022	133252	Wisconsin Public Service	SOUTH TWR	650-59661-2220	0401271669-25;10/22	30.16
11/10/2022	133252	Wisconsin Public Service	EAST TWR	650-59661-2220	0401271669-26;10/22	29.44
11/10/2022	133252	Wisconsin Public Service	HIGH LIFT	650-59626-2220	0401271669-32'10/22	84.79
11/10/2022	133252	Wisconsin Public Service	FILTER PLANT	650-59643-2220	0401271669-33;10/22	1,256.10
Total 133252:						1,447.16
11/10/2022	133253	WOMT	Applefest 2022	258-56700-2910	886-00065-0000	315.00
Total 133253:						315.00
11/10/2022	133254	WPPI Energy	Monthly Loan Payments	650-29224	INV 18132,18283,18284	1,583.20
Total 133254:						1,583.20
11/17/2022	133255	Airgas USA LLC	Torch Repair - DPW	690-59833-2900	9131605609	73.50
11/17/2022	133255	Airgas USA LLC	Cylinder Rent - WWTP	690-59833-2900	9992065733	320.84
Total 133255:						394.34
11/17/2022	133256	Amazon Business - Debit Memo	Supplies - FD	455-52200-3900	1D3W-4HVR-FJ97	283.70
11/17/2022	133256	Amazon Business - Debit Memo	Supplies - Finance	100-51510-3100	1GTL-WM6X-H3LX	153.87
Total 133256:						437.57
11/17/2022	133257	American Deposit Management LLC	Transfer for Smongeski Fund Certificates	816-11301	11/16/2022	150,000.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 133257:						150,000.00
11/17/2022	133258	Ball Auto & Truck Parts Inc	Cleaner & grease - WWTP	690-59833-3900	277369	54.95
11/17/2022	133258	Ball Auto & Truck Parts Inc	Oil & Filter - WWTP	690-59833-3900	277459	73.97
Total 133258:						128.92
11/17/2022	133259	Barlament, Craig	Driver Tip - Fireside Grease Trip	250-55150-3300	11/15/2022	82.00
Total 133259:						82.00
11/17/2022	133260	Bay Bus LLC / Presidential Limousine	Bus Service to Fireside Theatre 10/26/22	250-55150-3300	13498	1,425.00
Total 133260:						1,425.00
11/17/2022	133261	Canteen Vending	Distilled Water - WWTP	690-59820-2900	125819	93.95
11/17/2022	133261	Canteen Vending	Distilled Water - WWTP	690-59820-2900	127545	75.95
11/17/2022	133261	Canteen Vending	Distilled Water - WWTP	690-59820-2900	127689	45.95
Total 133261:						215.85
11/17/2022	133262	Case, Paul	Energy Star Rebate - Refrigerator	660-29253	11/16/2022	30.00
Total 133262:						30.00
11/17/2022	133263	City Of Manitowoc	Q1 - Q3 2022 Bus Svc - Eng	100-53520-2900	0370074	84,520.50
Total 133263:						84,520.50
11/17/2022	133264	Coffman, Virginia	Refund - Christmas Stars	250-55150-3300	11/09/2022	105.00
Total 133264:						105.00
11/17/2022	133265	Complete Office of Wisconsin	Paper - PD	100-52100-3102	41015	15.84
Total 133265:						15.84
11/17/2022	133266	Cool City Cleaners Inc	Towels/Mops- WTP	690-59820-2900	105391	56.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 133266:						56.00
11/17/2022	133267	ENTERPRISE FM TRUST	Monthly Lease Payments - November 20	690-59828-2410	FBN4593999	9,344.97
Total 133267:						9,344.97
11/17/2022	133268	Erickson Sports Apparel	Polo Shirts - CM	258-56700-3901	103037	195.00
Total 133268:						195.00
11/17/2022	133269	Fireside Theatre, The	Deposits - Grumpy Old Men & Legends i	250-55150-3300	11/09/2022	600.00
Total 133269:						600.00
11/17/2022	133270	Fox Specialty Co LLC	Ice Melt - Lib	280-55110-2410	50044	675.00
Total 133270:						675.00
11/17/2022	133271	Fresco Inc	Materials - Elec	415-55410-8200	66070	12,728.76
Total 133271:						12,728.76
11/17/2022	133272	Garage Door Specialty LLC	Garage Door Repair/Flavor Hut - Ec Devl	290-56700-2900	2014	50.00
Total 133272:						50.00
11/17/2022	133273	Gordon, Alice & Ronald	Refund - Grease Trip	250-55150-3300	11/09/2022	250.00
Total 133273:						250.00
11/17/2022	133274	Graybar	Parts for Elec Dept Generator	660-59598-3900	9329472425	148.17
Total 133274:						148.17
11/17/2022	133275	Hastings Fiber Glass Products	Parts for Hydraulic cutter - Elec	660-59588-3900	648427-1	43.57
Total 133275:						43.57
11/17/2022	133276	Hawkins Inc	Azone - 15 WTR	650-59641-3910	6334141	1,109.68

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 133276:						1,109.68
11/17/2022	133277	Heuer, Marsha	Reimbursement of duplicate Special Ass	100-16000	11/11/2022	2,547.84
Total 133277:						2,547.84
11/17/2022	133278	IDEXX Distribution Inc.	Lab Supplies - Wtr	650-59642-3900	3117381002	22.57
Total 133278:						22.57
11/17/2022	133279	JSM Secure Inc.	Service - FD	100-52200-3500	73343	110.00
Total 133279:						110.00
11/17/2022	133280	Manitowoc Co Public Works	Tyler Technologies Amendment - FD	270-52300-2100	44851	5,769.00
Total 133280:						5,769.00
11/17/2022	133281	Manitowoc Co Solid Waste	Dumpster - P&R	640-53620-2900	26102	140.92
11/17/2022	133281	Manitowoc Co Solid Waste	Oct 2022 Service - Eng	640-53620-2900	STATEMENT 26100	9,765.36
11/17/2022	133281	Manitowoc Co Solid Waste	Oct 2022 Service - Eng	640-53310-2900	STATEMENT 26127	602.19
Total 133281:						10,508.47
11/17/2022	133282	Manitowoc County Treasurer	Dog License Remittance	100-23112	11/14/2022	4,486.00
Total 133282:						4,486.00
11/17/2022	133283	Manitowoc Disposal Inc	Recycling & Refuse Collect 10/29/22-11/	640-53620-2900	10/29/22-11/11/22	14,729.61
Total 133283:						14,729.61
11/17/2022	133284	Manitowoc Engraving Inc	Tax Bill Backing - Fin	100-51510-3100	31222	549.00
Total 133284:						549.00
11/17/2022	133285	Manitowoc Trophy	Medals & Ribbons - P & R	100-55300-3900	42479	30.00
Total 133285:						30.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
11/17/2022	133286	Midwest Meter Inc	M-25 Chamber SS Thrust Roller - Wtr	650-59663-3900	0148980-IN	601.47
Total 133286:						601.47
11/17/2022	133287	MSA Professional Services Inc	Washington Bridge Ped Trail 57004	452-53300-9983	R10511018.01-1	2,147.50
Total 133287:						2,147.50
11/17/2022	133288	Nicolet Federated Library System	Flip Top Tables - Lib	280-55110-2450	2704	136.58
Total 133288:						136.58
11/17/2022	133289	Northeast Asphalt Inc.	TR Recreation Court Replacement - P &	454-55400-8860	617575-01	78,906.65
Total 133289:						78,906.65
11/17/2022	133290	Northern Lake Service Inc	FBWW samples - WWTP	690-59820-2900	428840	291.22
Total 133290:						291.22
11/17/2022	133291	ODP Business Solutions LLC	Supplies - Customer Service	690-59840-3900	275554819001	103.57
11/17/2022	133291	ODP Business Solutions LLC	MISC CREDIT	650-59903-3900	276276111001	.62
Total 133291:						102.95
11/17/2022	133292	Parkitecture & Planning LLC	TR Neshotah Park Project	454-55400-2900	1 - 10/17/2022	1,464.00
Total 133292:						1,464.00
11/17/2022	133293	Pauze, Lee	Holiday Party Entertainment 1/3/2023 - S	100-54150-2900	11/16/2022	150.00
Total 133293:						150.00
11/17/2022	133294	Pomp's Tire Services	Tires for WO 16277 - DPW	100-16120	40064651	838.40
Total 133294:						838.40
11/17/2022	133295	Prompt Printing Center	Garbage stickers - Cust Serv	640-53620-3900	34991	1,080.00
Total 133295:						1,080.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
11/17/2022	133296	Quadient Leasing USA Inc	Folder/sorter lease 12/10/22-3/9/23	690-59842-3900	N9665835	996.03
Total 133296:						996.03
11/17/2022	133297	Renegade Pest Management	Pest Control - City Hall	100-51600-3500	3733	70.00
Total 133297:						70.00
11/17/2022	133298	RESCO	Stock #20070 - Elec	660-59594-3900	875624-00	40.42
Total 133298:						40.42
11/17/2022	133299	Rock River Laboratory Inc.	Sample Analysis - WWTP	690-59820-2900	S54142	126.00
Total 133299:						126.00
11/17/2022	133300	SEERA	Focus Program - 10/31/2022	660-29253	11/14/2022	4,449.51
Total 133300:						4,449.51
11/17/2022	133301	Sentinel Technologies Inc.	Network Switch Support - IT	100-51450-2410	P698328	6,915.00
Total 133301:						6,915.00
11/17/2022	133302	Shawn Williams Creative-Social Media	Social Media Audit, Strategy, Photo & Vid	258-56700-2910	908	750.00
Total 133302:						750.00
11/17/2022	133303	Sprang, Kevin	96" Wreath - P & R	100-55140-3500	304704	90.00
Total 133303:						90.00
11/17/2022	133304	Superior Chemical Corp	Hand cleaner - WWTP	690-59834-3900	349015	102.48
Total 133304:						102.48
11/17/2022	133305	Tech Products Inc.	Aluminum Tag Holders - Elec	660-59588-3900	104797	297.44
Total 133305:						297.44
11/17/2022	133306	Town & Country Engineering Inc.	Pine Tree Lift Station - Eng	690-19107	24575	230.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
11/17/2022	133306	Town & Country Engineering Inc.	2023 SDW & CWF Loan Assistance - En	650-19107	24576	286.25
11/17/2022	133306	Town & Country Engineering Inc.	Screw Press Construction- Eng	690-19107	24577	850.00
Total 133306:						1,366.25
11/17/2022	133307	Transcendent Technologies	Ascent Land Records Implementation (O	100-51450-2130	M6256	507.50
Total 133307:						507.50
11/17/2022	133308	TRHS - Raider Manufacturing	Yard Stakes	258-56700-3901	11/14/2022	550.00
Total 133308:						550.00
11/17/2022	133309	Two Rivers Municipal Utilities	1326 E River Street	417-56700-2900	2595-06;11/22	5.75
Total 133309:						5.75
11/17/2022	133310	Unique	Placements - Oct 2022	280-55110-2130	6106745	34.95
Total 133310:						34.95
11/17/2022	133311	Vacuum Pump & Compressor Inc	Parts-wwtp	690-59833-3900	115114-00	676.83
Total 133311:						676.83
11/17/2022	133312	Warner-Wexel LLC	Supplies - Water	650-59643-3900	227763	591.32
Total 133312:						591.32
11/17/2022	133313	Water Quality Investigations LLC	Two-003 two Rivers CCT Implementation	650-59923-2900	0922_46	4,083.23
Total 133313:						4,083.23
11/17/2022	133314	Wells Fargo Vendor Financial Services L	Compact Track Loaders T595	457-53300-8160	5022580525	932.74
11/17/2022	133314	Wells Fargo Vendor Financial Services L	Toolcat 5600	457-53300-8160	5022580526	1,185.38
Total 133314:						2,118.12
11/17/2022	133315	Wisc Dept Of Revenue-DEBITMEMO	Oct 2022 Sales Tax	640-29410	OCTOBER 2022	21,930.75

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 133315:						21,930.75
11/17/2022	133316	Wisc State Laboratory/Hygiene	Sample Analysis - WWTP	690-59820-3900	30013365	270.00
Total 133316:						270.00
11/17/2022	133317	Wisconsin Public Service	1520 17TH ST - Rec	100-51600-2220	0401271669-04;11/22	990.16
11/17/2022	133317	Wisconsin Public Service	POLE ATTACHMENTS-Elec	660-59583-2900	0403815577-2;11/22	141.00
Total 133317:						1,131.16
11/17/2022	133318	WPPI - Debit Memo	Oct 2022 Purchased Power	660-59902-2900	25-102022	549,285.21
Total 133318:						549,285.21
Grand Totals:						1,469,914.19

CITY OF TWO RIVERS

**Resolution Adopting the General Fund Budgets
for the City of Two Rivers, Wisconsin
Fiscal Year Ending, December 31, 2023**

WHEREAS, a public hearing was held on November 28, 2022 by the City Council of the City of Two Rivers on the proposed budget for the City of Two Rivers Debt Service Fund and General Fund for the fiscal year ending December 31, 2023.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Two Rivers; that there is hereby appropriated for the fiscal year ending December 31, 2023 to the General Fund the sum of \$11,442,950.

GENERAL GOVERNMENT	\$	1,254,655
PUBLIC SAFETY	\$	6,260,905
PUBLIC WORKS	\$	1,635,034
HEALTH & HUMAN SERVICES	\$	379,372
CULTURE, REC. & EDUCATION	\$	1,249,767
OTHER FINANCING USES	\$	663,217
TOTAL GENERAL FUND	\$	11,442,950

BE IT FURTHER RESOLVED, that the proposed budget for the City General Fund, a copy of which is on file in the office of the Finance Director and open to inspection during regular business hours, is hereby approved.

Adopted: December 5, 2022

Council Member

Gregory E. Buckley, City Manager

CITY OF TWO RIVERS
Resolution Adopting Budgets for Other Funds
for the City of Two Rivers, Wisconsin
Fiscal Year Ending December 31, 2023
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BE IT RESOLVED, by the City Council of the City of Two Rivers that the City Council hereby approves the following administrative budgets for 2023, the same being on file in the Finance Department and open to inspection during regular business hours:

CAPITAL PROJECT FUNDS

403 – Harbor Masterplan Implementation	\$	1,512,000
410 – Bike Trail Construction Fund	\$	87,636
415 – Central Park Renovation Fund	\$	1,600,000
417 – Industrial Park Development Fund	\$	169,650
419 – Landfill Fund	\$	130,500
451 – Street Construction Fund	\$	898,000
452 – Bridge Construction Fund	\$	90,000
454 – Parks and Cemetery Construction Fund	\$	608,000
455 – Fire Equipment Fund	\$	111,300
457 – Public Works Equipment Fund	\$	355,000
459 – City Hall Equipment Fund	\$	135,000
460 – Management Information Fund	\$	40,000
461 – Police Equipment Fund	\$	159,300
Subtotal:	\$	<u>5,896,386</u>

SPECIAL REVENUE FUNDS

202 – Sandy Bay Highlands Development Fund	\$	118,000
205 – Housing Revolving Loan Fund	\$	138,000
207 – Affordable Housing Fund	\$	92,000
216 – American Rescue Funds (ARPA)	\$	750,000
218 – Docks and Harbors Fund	\$	15,500
235 – TIF #6	\$	5,012
236 – TIF #7	\$	133,800
237 – TIF #8	\$	297,410
238 – TIF #9	\$	185,000
239 – TIF #10	\$	49,150
240 – TIF #11	\$	45,789
241 – TIF #12	\$	48,170
242 – TIF #13	\$	150

CITY OF TWO RIVERS
Resolution Adopting Budgets for Other Funds
for the City of Two Rivers, Wisconsin
Fiscal Year Ending December 31, 2023
Page 2 of 2

SPECIAL REVENUE FUNDS (continued)

243 – TIF #14	\$	150
244 – TIF #15	\$	652,150
245 – TIF #16	\$	902,150
246 – TIF #17	\$	150
250 – Senior Center Fund	\$	113,472
258 – Community Tourism Fund	\$	241,346
259 – Tourism Development Fund	\$	270,000
260 – Urban Forestry Fund	\$	53,533
261 – Recreation Concessions/Beer Sales	\$	33,115
262 – Recreation Special Events Fund	\$	28,000
263 – Tree Planting Fund	\$	49,500
270 – Paramedic (Act 102) Fund	\$	14,000
290 – Business and Industrial Loan	\$	307,500
291 – Community Development	\$	161,911
Subtotal:	\$	<u>4,704,958</u>

ENTERPRISE FUNDS

640 – Solid Waste Utility	\$	854,059
650 – Water Utility	\$	2,953,625
660 – Electric Utility	\$	9,853,580
670 – Telecommunications Utility	\$	15,885
680 - Stormwater Utility	\$	590,292
690 – Sewer Utility	\$	2,970,966
Subtotal:	\$	<u>17,238,407</u>
Total:	\$	<u>27,839,751</u>

Adopted: December 5, 2022

Council Member

Gregory E. Buckley, City Manager

CITY OF TWO RIVERS

**Resolution Adopting the Debt Service Fund Budget
for the City of Two Rivers, Wisconsin
Fiscal Year Ending, December 31, 2023**

WHEREAS, a public hearing was held on November 28, 2022 by the City Council of Two Rivers on the proposed budget for the City of Two Rivers General Fund and Debt Service Fund for the fiscal year ending December 31, 2023.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Two Rivers; that there is hereby appropriated for the fiscal year ending December 31, 2023 to the Debt Service Fund the sum of \$2,802,820.

BE IT FURTHER RESOLVED, that the proposed budget for the Debt Service Fund, a copy of which is on file in the office of the Finance Director and open to inspection during regular business hours, is hereby approved.

Adopted: December 5, 2022

Council Member

Gregory E. Buckley, City Manager

CITY OF TWO RIVERS

**Resolution Adopting Tax Levy for the City of Two Rivers, Wisconsin
Fiscal Year Ending, December 31, 2023**

WHEREAS, The City Council of the City of Two Rivers, Wisconsin, has, pursuant to law, determined the amount of tax which is levied against all the real and personal property included in the 2022 tax rolls (2023 Budget) for general city operations; and

WHEREAS, various governmental bodies for whom the City of Two Rivers either levies or collects taxes upon the taxable real and personal property in the City of Two Rivers for the purposes of such governmental bodies have duly determined the amount to be levied or collected by taxation of such real and personal property in the City of Two Rivers;

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Two Rivers that the following amounts and rates of tax are hereby levied upon all of the taxable real and personal property in the City of Two Rivers on the 2022 tax rolls, and the Finance Director is hereby directed to spread the amount thereof upon the tax rolls for collection, as follows, to-wit:

PURPOSE	TAX LEVY (Including TID)	(Two Rivers School District) TAX RATE	(Manitowoc School District) TAX RATE
General City	\$ 2,369,426	\$ 4.675	\$ 4.675
Debt	\$ 2,652,310	\$ 5.233	\$ 5.233
Library	\$ 664,795	\$ 1.312	\$ 1.312
Two Rivers Public Schools	\$ 4,455,866	\$ 9.079	\$ -
Manitowoc Public Schools	\$ 121,281	\$ -	\$ 7.551
Lakeshore Technical College	\$ 447,188	\$ 0.882	\$ 0.882
Manitowoc County	\$ 3,005,941	\$ 5.931	\$ 5.931
TOTAL:	\$ 13,716,807	\$ 27.112	\$ 25.584

Adopted: December 5, 2022

Council Member

Gregory E. Buckley, City Manager



**CITY OF TWO RIVERS
RESOLUTION APPROVING BUSINESS IMPROVEMENT
DISTRICT LEVY AND ASSESSMENT RATE FOR 2023
IN SUPPORT OF THE 2023 BUDGET AND WORK PLAN OF
TWO RIVERS MAIN STREET, INC.**

WHEREAS, the City of Two Rivers has established a Business Improvement District (BID) for purposes of funding a portion of the Main Street Program; and

WHEREAS, the BID has had a long-established BID assessment at the rate of \$1.425 per thousand dollars assessed value, subject to a minimum assessment of \$100 per assessable parcel and a maximum assessment of \$2,500 per assessable property owner located within the BID; and

WHEREAS, by action of the BID Board at a meeting held on November 28, 2022 a recommendation of a new BID assessment be established at the rate of \$2.00 per thousand dollars assessed value, subject to a minimum assessment of \$100 per assessable parcel and a maximum assessment of \$2,500 per assessable property owner located within the BID; and

WHEREAS, the Main Street organization has developed a 2023 Budget that anticipates BID levy support in the amount of \$48,378.40 which would result from a BID assessment rate of \$2.00 per thousand dollars of assessed value, levied against assessable properties in the BID;

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes a 2023 BID assessment at the rate of \$2.00 per thousand dollars assessed value, subject to a minimum assessment of \$100 per assessable parcel and a maximum assessment of \$2,500 per assessable property owner located within the BID, as recommended by the concurrence of the BID Board, in support of the 2023 Budget and Work Plan of Two Rivers Main Street, Inc.

Adopted this 5th day of December, 2022

Councilmember

Gregory E. Buckley
City Manager

CITY OF TWO RIVERS

RESOLUTION RE-ALLOCATING REVENUES FROM ENVIRONMENTAL FEE FROM LANDFILL MAINTENANCE TO URBAN FORESTRY AND TREE PLANTING

WHEREAS, the City Council on November 29, 1995 modified the fee structure for the City's Solid Waste Utility Fund (Fund 640), first implementing an Environmental Fee of \$2.00 per month for properties served by City garbage and recycling services, to aid in funding such services (\$1.90 per month) and to fund tree planting (\$.10 per month); and

WHEREAS, the City Council subsequently increased the Environmental Fee:

- By \$1.00 per month, effective January 1, 2005, with all revenue from that fee increase earmarked for the Landfill Capital Projects Fund (Fund 419) to fund DNR-mandated environmental studies and engineering work, as well as debt service on capital projects at the landfill site (installation of methane venting systems and leachate collection systems), and for ongoing operation of such systems;
- By \$0.50 per month effective January 1, 2007, and again by 50 cents effective January 1, 2010 with the additional revenues going to Fund 419 for the purposes described above;
- By \$1.00 per month, effective January 1, 2011, with 50 percent of the additional revenue directed to the Landfill Fund (419) and 50 percent to the Solid Waste Fund (640);
- By \$.50 per month, effective January 1, 2012, to maintain current levels of solid waste services in the face of a \$43,000 reduction in State funding for such services;
- By \$1.50 per month, effective January 1, 2020, to increase funding for Landfill Fund (\$1.25) and the Tree Planting Fund (\$0.25); and

WHEREAS, revenue from the Environmental Fee is currently distributed as follows:

- \$3.90 to the Solid Waste Fund (Fund 640)—\$234,000 annual revenue)
- \$2.75 to the Landfill Fund (Fund 419)—\$165,000 annual revenue
- \$.35 to the Tree Planting Fund (Fund 263)—\$21,000 annual revenue; and

WHEREAS, higher revenues from the Environmental Fee and lower expenses for utilities and maintenance activities in recent years have helped turn a deficit fund balance in the Landfill Fund into a positive fund balance projected to be \$100,000 at 2022 year-end; and

WHEREAS, this improved financial status of that fund coincides with increased funding needs for the Urban Forestry and Tree Planting funds, largely due to the impacts of Emerald Ash Borer;

NOW, THEREFORE, BE IT RESOLVED, consistent the adopted 2023 City Budget, that the allocation of Environmental Fee revenues be modified as follows, effective January 1, 2023:

- The portion allocated to the Landfill Fund be reduced to \$2.40; and
- The portion allocated to the Tree Planting Fund be increased to \$0.70 and made available for both Urban Forestry and Tree Planting; thereby providing an additional \$21,000 annually for those activities.

Dated this 5th day of December, 2022.

Councilmember

Gregory E. Buckley
City Manager

CITY OF TWO RIVERS RESOLUTION ADJUSTING THE WATER UTILITY PROPERTY TAX EQUIVALENT

WHEREAS, Wisconsin Public Service Commission (PSC) regulations permit municipal utilities to make an annual “property tax equivalent” payment to their municipality’s general fund and this is a common practice in most Wisconsin cities; and

WHEREAS, the City of Two Rivers has since 2003 kept the property tax payment made by its Water Utility frozen at \$145,426; and

WHEREAS, this “freeze” was first authorized by City Council resolution in 2003, based on the utility’s 2002 PSC report, and a 2017 resolution affirmed the same property tax equivalent until the City Council takes further action; and

WHEREAS, the City is within its discretionary authority to set the amount of the property tax equivalent, as long as it does not exceed the calculated Public Service Commission property tax equivalent, which is presently \$337,714; and

WHEREAS, the 2022 Budget of the City of Two Rivers was approved by City Council on December 6, 2021, increasing the property tax equivalent payment of \$245,246, based on the recommendation of the City Manager and the City Council Finance Committee and Utilities Committee; and

WHEREAS, the recommended 2023 Budget of the City of Two Rivers removes the property tax equivalent freeze and returns it to the calculation method approved by the Public Service Commission of Wisconsin, based on the recommendation of the City Manager and the City Council Finance Committee and Utilities Committee; and

WHEREAS, this increase in the utility’s property tax equivalent is appropriate, based on the significantly improved financial condition of the Water Utility and the funding needs of the City’s General Fund;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Two Rivers hereby removes the property tax equivalent freeze and returns it to the calculation method approved by the Public Service Commission of Wisconsin.

Adopted this 5th day of December 2022.

Councilmember

Gregory E. Buckley
City Manager



**CITY OF TWO RIVERS RESOLUTION
AUTHORIZING ADJUSTMENTS TO NON-UNION EMPLOYEE
WAGE SCALES TO IMPLEMENT A THREE PERCENT WAGE INCREASE
AND OTHER ADJUSTMENTS AS PROVIDED IN 2023 BUDGET**

WHEREAS, the 2023 City Budget, adopted by the City Council on December 5, 2022, provides for a three percent wage increase for non-union City personnel and other adjustments as included in the 2023 budget; and

WHEREAS, such a wage adjustment is possible, in large part, because of cost containment or reduction in other components of the employees’ total compensation package, notably health insurance; and;

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes an upward adjustment of three percent in all of the pay grades and steps in the City’s non-union pay schedule, applicable to the non-union wage rates identified therein, effective January 1, 2023, with the exception of those position in the next paragraphs below; and

BE IT FURTHER RESOLVED, that Electric employees receive said three percent increase plus a two and half percent competitive pay increase; and

BE IT FURTHER RESOLVED, that Water employees receive said three percent increase plus a two and half percent competitive pay increase; and

BE IT FURTHER RESOLVED, that said non-union pay schedule for the year 2023, is hereby adopted.

Adopted this 5th day of December, 2022

Councilmember

Gregory E. Buckley
City Manager

CITY OF TWO RIVERS
2023 Salary Schedule for Full-Time Employees

Updated 12/1/2022

Section 12, Item H.

NEW - 2023 PAY GRADE	2022 PAY GRADE	Annually Hourly	BASIC MERIT			ADVANCED MERIT			MAX	Job Title			
			BEGIN	6 MO.	NORMAL	D	E	F			G	H	I
1	1	A	\$ 34,321.00	\$ 35,360.00	\$ 36,421.00	\$ 37,523.00	\$ 38,646.00	\$ 39,811.00	\$ 40,997.00	\$ 42,224.00	\$ 43,493.00	\$ 44,803.00	Cemetery Maintenance Worker
		H	\$ 16.50	\$ 17.00	\$ 17.51	\$ 18.04	\$ 18.58	\$ 19.14	\$ 19.71	\$ 20.30	\$ 20.91	\$ 21.54	Library-Custodian
2	2	A	\$ 38,585.00	\$ 39,749.00	\$ 40,934.00	\$ 42,162.00	\$ 43,430.00	\$ 44,741.00	\$ 46,093.00	\$ 47,466.00	\$ 48,880.00	\$ 50,357.00	Recreation Clerk
		H	\$ 18.55	\$ 19.11	\$ 19.68	\$ 20.27	\$ 20.88	\$ 21.51	\$ 22.16	\$ 22.82	\$ 23.50	\$ 24.21	Customer Service Rep-Cashier Snr Ctr-Volunteer/Nutrition Coordinator Parks-Maintenance Worker Athletics
3	3	A	\$ 38,688.00	\$ 39,853.00	\$ 41,038.00	\$ 42,266.00	\$ 43,555.00	\$ 44,845.00	\$ 46,197.00	\$ 47,590.00	\$ 49,026.00	\$ 50,502.00	Customer Service Rep-Collections Recreation & Special Events Coordinator
		H	\$ 19.16	\$ 19.73	\$ 20.32	\$ 20.93	\$ 21.57	\$ 22.21	\$ 22.21	\$ 22.88	\$ 23.57	\$ 24.28	Recreation Supervisor Snr Ctr-Program/Sp. Events Coord. Accounting Clerk/Assessing Tech
4	4	A	\$ 42,998.00	\$ 44,283.00	\$ 45,614.00	\$ 46,987.00	\$ 48,402.00	\$ 49,858.00	\$ 51,355.00	\$ 52,894.00	\$ 54,475.00	\$ 56,118.00	Rec-Administrative Assistant
		H	\$ 20.67	\$ 21.29	\$ 21.93	\$ 22.59	\$ 23.27	\$ 23.97	\$ 24.69	\$ 25.43	\$ 26.19	\$ 26.98	Library-Customer Service Coordinator
5	5	A	\$ 43,791.00	\$ 45,094.00	\$ 46,446.00	\$ 47,840.00	\$ 49,275.00	\$ 50,752.00	\$ 52,270.00	\$ 53,830.00	\$ 55,453.00	\$ 57,117.00	Police Clerk I
		H	\$ 21.05	\$ 21.68	\$ 22.33	\$ 23.00	\$ 23.69	\$ 24.40	\$ 25.13	\$ 25.88	\$ 26.66	\$ 27.46	Community Service Officer
6	6	A	\$ 45,612.00	\$ 46,987.00	\$ 48,402.00	\$ 49,858.00	\$ 51,355.00	\$ 52,894.00	\$ 54,475.00	\$ 56,118.00	\$ 57,803.00	\$ 59,530.00	Rec-Building & Grounds Maintenance City Hall-Building & Grounds Maintenance
		H	\$ 21.93	\$ 22.59	\$ 23.27	\$ 23.97	\$ 24.69	\$ 25.43	\$ 26.19	\$ 26.98	\$ 27.79	\$ 28.62	Fire-Administrative Assistant Public Works-Administrative Assistant Parks & Rec Lead Worker Senior Center Supervisor
7	7	A	\$ 46,469.00	\$ 47,861.00	\$ 49,296.00	\$ 50,773.00	\$ 52,291.00	\$ 53,851.00	\$ 55,474.00	\$ 57,138.00	\$ 58,843.00	\$ 60,611.00	Customer Service Rep-Billing
		H	\$ 22.34	\$ 23.01	\$ 23.70	\$ 24.41	\$ 25.14	\$ 25.89	\$ 26.67	\$ 27.47	\$ 28.29	\$ 29.14	Police Clerk II
8	6	A	\$ 46,755.00	\$ 48,152.00	\$ 49,587.00	\$ 51,085.00	\$ 52,624.00	\$ 54,205.00	\$ 55,827.00	\$ 57,512.00	\$ 59,238.00	\$ 61,006.00	W&L-Administrative Assistant
		H	\$ 22.48	\$ 23.15	\$ 23.84	\$ 24.56	\$ 25.30	\$ 26.06	\$ 26.84	\$ 27.65	\$ 28.48	\$ 29.33	
9	8	A	\$ 48,204.00	\$ 49,650.00	\$ 51,147.00	\$ 52,686.00	\$ 54,246.00	\$ 55,869.00	\$ 57,554.00	\$ 59,280.00	\$ 61,069.00	\$ 62,899.00	City Manager-Admin. Asst/Dep. City Clerk
		H	\$ 23.18	\$ 23.87	\$ 24.59	\$ 25.33	\$ 26.08	\$ 26.86	\$ 27.67	\$ 28.50	\$ 29.36	\$ 30.24	Payroll/Assessing Tech
10	9	A	\$ 50,887.00	\$ 52,416.00	\$ 53,997.00	\$ 55,619.00	\$ 57,283.00	\$ 59,010.00	\$ 60,778.00	\$ 62,608.00	\$ 64,480.00	\$ 66,414.00	Meter Reader
		H	\$ 24.47	\$ 25.20	\$ 25.96	\$ 26.74	\$ 27.54	\$ 28.37	\$ 29.22	\$ 30.10	\$ 31.00	\$ 31.93	Cemetery Lead Worker
11	10	A	\$ 52,103.00	\$ 53,664.00	\$ 55,266.00	\$ 56,930.00	\$ 58,635.00	\$ 60,403.00	\$ 62,213.00	\$ 64,085.00	\$ 65,998.00	\$ 67,974.00	Engineering Technician
		H	\$ 25.05	\$ 25.80	\$ 26.57	\$ 27.37	\$ 28.19	\$ 29.04	\$ 29.91	\$ 30.81	\$ 31.73	\$ 32.68	PW-Equipment Mechanic PW-Equipment Operator PW-Utility Person
12	11	A	\$ 54,010.00	\$ 55,640.00	\$ 57,304.00	\$ 59,030.00	\$ 60,798.00	\$ 62,629.00	\$ 64,501.00	\$ 66,435.00	\$ 68,432.00	\$ 70,491.00	Customer Service Supervisor
		H	\$ 25.97	\$ 26.75	\$ 27.55	\$ 28.38	\$ 29.23	\$ 30.11	\$ 31.01	\$ 31.94	\$ 32.90	\$ 33.89	Accountant Rec Supervisor-Facilities Information Systems Technician
13	12	A	\$ 54,588.00	\$ 56,222.00	\$ 57,907.00	\$ 59,654.00	\$ 61,443.00	\$ 63,294.00	\$ 65,187.00	\$ 67,142.00	\$ 69,160.00	\$ 71,240.00	PW-Equipment Operator + 2% Longevity
		H	\$ 26.24	\$ 27.03	\$ 27.84	\$ 28.68	\$ 29.54	\$ 30.43	\$ 31.34	\$ 32.28	\$ 33.25	\$ 34.25	
14	13	A	\$ 57,738.00	\$ 59,467.00	\$ 61,256.00	\$ 63,086.00	\$ 64,979.00	\$ 66,934.00	\$ 68,952.00	\$ 71,011.00	\$ 73,133.00	\$ 75,317.00	PW-Equip Mechanic II w/ Snow Watch Duties
		H	\$ 27.76	\$ 28.59	\$ 29.45	\$ 30.33	\$ 31.24	\$ 32.18	\$ 33.15	\$ 34.14	\$ 35.16	\$ 36.21	
15	13	A	\$ 59,473.00	\$ 61,256.00	\$ 63,086.00	\$ 64,979.00	\$ 66,934.00	\$ 68,952.00	\$ 71,011.00	\$ 73,133.00	\$ 75,317.00	\$ 77,584.00	Water-Certified Plant Operator-Grade 1
		H	\$ 28.59	\$ 29.45	\$ 30.33	\$ 31.24	\$ 32.18	\$ 33.15	\$ 34.14	\$ 35.16	\$ 36.21	\$ 37.30	
16	14	A	\$ 60,094.00	\$ 61,901.00	\$ 63,752.00	\$ 65,666.00	\$ 67,642.00	\$ 69,680.00	\$ 71,781.00	\$ 73,944.00	\$ 76,170.00	\$ 78,458.00	WWTP-Certified Operator Grade 4 & Subgrades
		H	\$ 28.89	\$ 29.76	\$ 30.65	\$ 31.57	\$ 32.52	\$ 33.50	\$ 34.51	\$ 35.55	\$ 36.62	\$ 37.72	WWTP-Mechanic/Operator Zoning Administrator
17	14	A	\$ 61,894.00	\$ 63,752.00	\$ 65,666.00	\$ 67,642.00	\$ 69,680.00	\$ 71,781.00	\$ 73,944.00	\$ 76,170.00	\$ 78,458.00	\$ 80,808.00	Water Foreman
		H	\$ 29.76	\$ 30.65	\$ 31.57	\$ 32.52	\$ 33.50	\$ 34.51	\$ 35.55	\$ 36.62	\$ 37.72	\$ 38.85	
18	15	A	\$ 62,408.00	\$ 64,272.00	\$ 66,206.00	\$ 68,182.00	\$ 70,221.00	\$ 72,322.00	\$ 74,485.00	\$ 76,710.00	\$ 79,019.00	\$ 81,390.00	Library-Service Coordinator
		H	\$ 30.00	\$ 30.90	\$ 31.83	\$ 32.78	\$ 33.76	\$ 34.77	\$ 35.81	\$ 36.88	\$ 37.99	\$ 39.13	
19	16	A	\$ 66,156.00	\$ 68,141.00	\$ 70,179.00	\$ 72,280.00	\$ 74,443.00	\$ 76,669.00	\$ 78,978.00	\$ 81,349.00	\$ 83,782.00	\$ 86,299.00	1st Year Apprentice Lineman
		H	\$ 31.81	\$ 32.76	\$ 33.74	\$ 34.75	\$ 35.79	\$ 36.86	\$ 37.97	\$ 39.11	\$ 40.28	\$ 41.49	
20	16	A	\$ 66,479.00	\$ 68,474.00	\$ 70,533.00	\$ 72,654.00	\$ 74,838.00	\$ 77,085.00	\$ 79,394.00	\$ 81,786.00	\$ 84,240.00	\$ 86,778.00	Water Utility Supervisor
		H	\$ 31.96	\$ 32.92	\$ 33.91	\$ 34.93	\$ 35.98	\$ 37.06	\$ 38.17	\$ 39.32	\$ 40.50	\$ 41.72	
21	17	A	\$ 68,771.00	\$ 70,824.00	\$ 72,946.00	\$ 75,130.00	\$ 77,376.00	\$ 79,706.00	\$ 82,098.00	\$ 84,552.00	\$ 87,090.00	\$ 89,731.00	IS Supervisor
		H	\$ 33.06	\$ 34.05	\$ 35.07	\$ 36.12	\$ 37.20	\$ 38.32	\$ 39.47	\$ 40.65	\$ 41.87	\$ 43.14	Public Works Superintendent Civil Engineer II

NEW - 2023 PAY GRADE	2022 PAY GRADE	Annually Hourly	BEGIN	6 MO.	NORMAL	BASIC MERIT			ADVANCED MERIT			MAX	Job Title
			A	B	C	D	E	F	G	H	I	J	
22	17	A	\$ 70,484.00	\$ 72,592.00	\$ 74,776.00	\$ 77,022.00	\$ 79,331.00	\$ 81,702.00	\$ 84,157.00	\$ 86,674.00	\$ 89,274.00	\$ 91,978.00	2nd Year Apprentice Lineman
		H	\$ 33.89	\$ 34.90	\$ 35.95	\$ 37.03	\$ 38.14	\$ 39.28	\$ 40.46	\$ 41.67	\$ 42.92	\$ 44.22	
23	New in 2023	A	\$ 73,699.00	\$ 75,899.00	\$ 78,166.00	\$ 80,517.00	\$ 82,930.00	\$ 85,426.00	\$ 87,984.00	\$ 90,626.00	\$ 93,350.00	\$ 96,179.00	Assistant City Engineer
		H	\$ 35.43	\$ 36.49	\$ 37.58	\$ 38.71	\$ 39.87	\$ 41.07	\$ 42.30	\$ 43.57	\$ 44.88	\$ 46.24	
24	18	A	\$ 74,130.00	\$ 76,357.00	\$ 78,645.00	\$ 80,995.00	\$ 83,429.00	\$ 85,925.00	\$ 88,504.00	\$ 91,166.00	\$ 93,891.00	\$ 96,699.00	Electric Meter Technician-Certified Electrician with Inspection Certification 3rd Year Apprentice Lineman
		H	\$ 35.64	\$ 36.71	\$ 37.81	\$ 38.94	\$ 40.11	\$ 41.31	\$ 42.55	\$ 43.83	\$ 45.14	\$ 46.49	
25	19	A	\$ 77,426.00	\$ 79,747.00	\$ 82,139.00	\$ 84,573.00	\$ 87,110.00	\$ 89,752.00	\$ 92,435.00	\$ 95,202.00	\$ 98,051.00	\$ 100,984.00	Parks & Recreation Director Library Director WWTP Superintendent Assistant Police Chief City Clerk/Human Resources Director
		H	\$ 37.22	\$ 38.34	\$ 39.49	\$ 40.66	\$ 41.88	\$ 43.15	\$ 44.44	\$ 45.77	\$ 47.14	\$ 48.55	
26	19	A	\$ 79,353.00	\$ 81,744.00	\$ 84,198.00	\$ 86,694.00	\$ 89,294.00	\$ 91,998.00	\$ 94,765.00	\$ 97,614.00	\$ 100,547.00	\$ 103,563.00	4th Year Apprentice Lineman
		H	\$ 38.15	\$ 39.30	\$ 40.48	\$ 41.68	\$ 42.93	\$ 44.23	\$ 45.56	\$ 46.93	\$ 48.34	\$ 49.79	
27	20	A	\$ 80,640.00	\$ 83,054.00	\$ 85,550.00	\$ 88,109.00	\$ 90,750.00	\$ 93,475.00	\$ 96,283.00	\$ 99,174.00	\$ 102,149.00	\$ 105,206.00	Fire Assistant Chief**
		H	\$ 38.77	\$ 39.93	\$ 41.13	\$ 42.36	\$ 43.63	\$ 44.94	\$ 46.29	\$ 47.68	\$ 49.11	\$ 50.58	
28	21	A	\$ 84,385.00	\$ 86,923.00	\$ 89,523.00	\$ 92,206.00	\$ 94,973.00	\$ 97,822.00	\$ 100,755.00	\$ 103,771.00	\$ 106,891.00	\$ 110,094.00	Journeyman Lineman
		H	\$ 40.57	\$ 41.79	\$ 43.04	\$ 44.33	\$ 45.66	\$ 47.03	\$ 48.44	\$ 49.89	\$ 51.39	\$ 52.93	
29	21	A	\$ 84,796.00	\$ 87,339.00	\$ 89,960.00	\$ 92,664.00	\$ 95,451.00	\$ 98,322.00	\$ 101,275.00	\$ 104,312.00	\$ 107,432.00	\$ 110,656.00	Water Utility Director
		H	\$ 40.77	\$ 41.99	\$ 43.25	\$ 44.55	\$ 45.89	\$ 47.27	\$ 48.69	\$ 50.15	\$ 51.65	\$ 53.20	
30	23	A	\$ 86,981.00	\$ 89,586.00	\$ 92,269.00	\$ 95,035.00	\$ 97,885.00	\$ 100,838.00	\$ 103,875.00	\$ 107,037.00	\$ 110,240.00	\$ 113,547.00	Finance/Administrative Services Director
		H	\$ 41.82	\$ 43.07	\$ 44.36	\$ 45.69	\$ 47.06	\$ 48.48	\$ 49.94	\$ 51.46	\$ 53.00	\$ 54.59	
31	22	A	\$ 88,030.00	\$ 90,667.00	\$ 93,392.00	\$ 96,200.00	\$ 99,091.00	\$ 102,066.00	\$ 105,123.00	\$ 108,285.00	\$ 111,530.00	\$ 114,878.00	Expert Lineman
		H	\$ 42.32	\$ 43.59	\$ 44.90	\$ 46.25	\$ 47.64	\$ 49.07	\$ 50.54	\$ 52.06	\$ 53.62	\$ 55.23	
32	24	A	\$ 89,693.00	\$ 92,394.00	\$ 95,160.00	\$ 98,010.00	\$ 100,942.00	\$ 103,979.00	\$ 107,099.00	\$ 110,302.00	\$ 113,610.00	\$ 117,021.00	Electric-Crew Leader
		H	\$ 43.12	\$ 44.42	\$ 45.75	\$ 47.12	\$ 48.53	\$ 49.99	\$ 51.49	\$ 53.03	\$ 54.62	\$ 56.26	
33	25	A	\$ 89,821.00	\$ 92,518.00	\$ 95,285.00	\$ 98,134.00	\$ 101,088.00	\$ 104,125.00	\$ 107,245.00	\$ 110,469.00	\$ 113,776.00	\$ 117,187.00	Expert Lineman w/1% Longevity
		H	\$ 43.18	\$ 44.48	\$ 45.81	\$ 47.18	\$ 48.60	\$ 50.06	\$ 51.56	\$ 53.11	\$ 54.70	\$ 56.34	
34	27	A	\$ 93,040.00	\$ 95,826.00	\$ 98,696.00	\$ 101,650.00	\$ 104,707.00	\$ 107,848.00	\$ 111,093.00	\$ 114,421.00	\$ 117,853.00	\$ 121,389.00	Electric-Line Crew Foreman Fire Chief Police Chief
		H	\$ 44.73	\$ 46.07	\$ 47.45	\$ 48.87	\$ 50.34	\$ 51.85	\$ 53.41	\$ 55.01	\$ 56.66	\$ 58.36	
35	28	A	\$ 95,551.00	\$ 98,426.00	\$ 101,379.00	\$ 104,416.00	\$ 107,557.00	\$ 110,781.00	\$ 114,109.00	\$ 117,541.00	\$ 121,077.00	\$ 124,717.00	Community Development Director/City Planner
		H	\$ 45.94	\$ 47.32	\$ 48.74	\$ 50.20	\$ 51.71	\$ 53.26	\$ 54.86	\$ 56.51	\$ 58.21	\$ 59.96	
36	29	A	\$ 98,015.00	\$ 100,963.00	\$ 104,000.00	\$ 107,120.00	\$ 110,344.00	\$ 113,651.00	\$ 117,062.00	\$ 120,578.00	\$ 124,197.00	\$ 127,920.00	Public Works Director
		H	\$ 47.12	\$ 48.54	\$ 50.00	\$ 51.50	\$ 53.05	\$ 54.64	\$ 56.28	\$ 57.97	\$ 59.71	\$ 61.50	
37	29	A	\$ 100,460.00	\$ 103,480.00	\$ 106,579.00	\$ 109,782.00	\$ 113,069.00	\$ 116,459.00	\$ 119,954.00	\$ 123,552.00	\$ 127,254.00	\$ 131,082.00	Electric Utility Director
		H	\$ 48.30	\$ 49.75	\$ 51.24	\$ 52.78	\$ 54.36	\$ 55.99	\$ 57.67	\$ 59.40	\$ 61.18	\$ 63.02	
38	30	A	\$ 109,091.00	\$ 112,362.00	\$ 115,731.00	\$ 119,205.00	\$ 122,782.00	\$ 126,464.00	\$ 130,250.00	\$ 134,160.00	\$ 138,195.00	\$ 142,334.00	City Manager
		H	\$ 52.45	\$ 54.02	\$ 55.64	\$ 57.31	\$ 59.03	\$ 60.80	\$ 62.62	\$ 64.50	\$ 66.44	\$ 68.43	

** The pay rate for Assistant Fire Chiefs is the Range 27 rate shown, plus 4 percent in lieu of longevity pay, plus 3 percent upon attaining 15 years of service with the City (per Personnel Manual amendment approved by City Council - September 18, 2000), plus 5% WRS agreement

POLICE LIEUTENANTS - EFFECTIVE JANUARY 1, 2023

PAY GRADE	Annually Hourly	BEGIN	6 MO.	NORMAL	BASIC MERIT			ADVANCED MERIT			MAX	Job Title
		A	B	C	D	E	F	G	H	I	J	
PL-1	A	\$ 67,764.00	\$ 69,805.00	\$ 71,906.00	\$ 74,069.00	\$ 76,294.00	\$ 78,582.00	\$ 80,933.00	\$ 83,366.00	\$ 85,862.00	\$ 88,442.00	Police Lieutenant
	H	\$ 32.58	\$ 33.56	\$ 34.57	\$ 35.61	\$ 36.68	\$ 37.78	\$ 38.91	\$ 40.08	\$ 41.28	\$ 42.52	
PL-2	A	\$ 70,119.00	\$ 72,218.00	\$ 74,381.00	\$ 76,606.00	\$ 78,894.00	\$ 81,266.00	\$ 83,720.00	\$ 86,237.00	\$ 88,816.00	\$ 91,478.00	Police Lieutenant w/o longevity
	H	\$ 33.71	\$ 34.72	\$ 35.76	\$ 36.83	\$ 37.93	\$ 39.07	\$ 40.25	\$ 41.46	\$ 42.70	\$ 43.98	
PL-3	A	\$ 72,516.00	\$ 74,693.00	\$ 76,939.00	\$ 79,248.00	\$ 81,619.00	\$ 84,074.00	\$ 86,590.00	\$ 89,190.00	\$ 91,874.00	\$ 94,640.00	Police Lieutenant w/o longevity & retiree health
	H	\$ 34.86	\$ 35.91	\$ 36.99	\$ 38.10	\$ 39.24	\$ 40.42	\$ 41.63	\$ 42.88	\$ 44.17	\$ 45.50	

POLICE LIEUTENANTS - EFFECTIVE JULY 1, 2023

PAY GRADE	Annually Hourly	BEGIN	6 MO.	NORMAL	BASIC MERIT			ADVANCED MERIT			MAX	Job Title
		A	B	C	D	E	F	G	H	I	J	
PL-1	A	\$ 69,122.00	\$ 71,198.00	\$ 73,341.00	\$ 75,546.00	\$ 77,813.00	\$ 80,142.00	\$ 82,555.00	\$ 85,030.00	\$ 87,589.00	\$ 90,210.00	Police Lieutenant
	H	\$ 33.23	\$ 34.23	\$ 35.26	\$ 36.32	\$ 37.41	\$ 38.53	\$ 39.69	\$ 40.88	\$ 42.11	\$ 43.37	
PL-2	A	\$ 71,519.00	\$ 73,674.00	\$ 75,878.00	\$ 78,146.00	\$ 80,496.00	\$ 82,909.00	\$ 85,426.00	\$ 87,984.00	\$ 90,626.00	\$ 93,350.00	Police Lieutenant w/o longevity
	H	\$ 34.38	\$ 35.42	\$ 36.48	\$ 37.57	\$ 38.70	\$ 39.86	\$ 41.07	\$ 42.30	\$ 43.57	\$ 44.88	
PL-3	A	\$ 73,959.00	\$ 76,170.00	\$ 78,458.00	\$ 80,808.00	\$ 83,242.00	\$ 85,738.00	\$ 88,317.00	\$ 90,958.00	\$ 93,683.00	\$ 96,491.00	Police Lieutenant w/o longevity & retiree health
	H	\$ 35.56	\$ 36.62	\$ 37.72	\$ 38.85	\$ 40.02	\$ 41.22	\$ 42.46	\$ 43.73	\$ 45.04	\$ 46.39	

CITY OF TWO RIVERS
2023 Wage Schedule for Regular Part-Time Employees

Updated 12/1/2022

PAY GRADE	BEGIN	6 MO.	NORMAL	BASIC MERIT			ADVANCED MERIT			MAX	Job Title
	A	B	C	D	E	F	G	H	I	J	
1	9.47	9.75	10.05	10.35	10.66	10.98	11.31	11.65	12.00	12.36	Rec-Office Assistant Crossing Guards
2	10.12	10.12	10.43	10.74	11.06	11.39	11.73	12.08	12.44	12.81	Library-Customer Service Clerk
3	12.31	12.31	12.68	13.06	13.45	13.85	14.27	14.70	15.14	15.59	
4	13.77	14.18	14.61	15.05	15.50	15.97	16.45	16.94	17.45	17.97	PW-PT Janitorial Early Literacy Specialist W&L-PT Custodian City Hall-PT Janitorial
5	14.69	14.69	15.13	15.58	16.05	16.53	17.03	17.54	18.07	18.61	
6	15.57	16.04	16.52	17.02	17.53	18.07	18.61	19.17	19.75	20.34	Library-Reference Associate
7	16.59	17.09	17.60	18.13	18.67	19.23	19.81	20.40	21.01	21.64	
8	17.49	18.01	18.55	19.11	19.68	20.27	20.88	21.51	22.16	22.82	Engineering Tech - Part Time
9	19.16	19.16	19.73	20.32	20.94	21.56	22.21	22.88	23.57	24.28	Meter Reader - Part Time
10	20.67	20.67	21.29	21.93	22.59	23.27	23.97	24.69	25.43	26.19	
11	59.71	61.50	63.35	65.25	67.21	69.23	71.31	73.45	75.65	77.92	PT Building Inspector

CITY OF TWO RIVERS

RESOLUTION
DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES
FROM PROCEEDS OF BORROWING

2023 Capital Projects

WHEREAS, the City of Two Rivers, in accordance with its adopted 2023 Budget, intends to undertake certain capital projects and capital equipment purchases; and

WHEREAS, the planned outlays for these activities are more specifically identified in the adopted 2023 City Budget, Capital Projects Funds; and

WHEREAS, the budgets for the various capital projects funds identify an intent for the City to utilize tax-exempt, general obligation borrowing (bonds or notes) to fund certain of these capital projects and capital equipment purchases, such borrowing totaling up to \$1,813,500; and

WHEREAS, the projects requiring such borrowing, and the amount of such borrowing anticipated, are summarized as follows:

Table with 2 columns: Fund Name and Amount. Rows include Fund 415 Central Park West Project (\$250,000), Fund 451 Streets Capital (335,000), Fund 454 Parks and Recreation Capital (562,000), Fund 455 Fire Capital (45,000), Fund 457 DPW Equipment (325,000), Fund 459 City Hall Capital (145,000), Fund 461 Police Capital (151,500), and TOTAL (\$1,813,500).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Two Rivers:

Section 1. Declaration of Official Intent. The City hereby officially declares its intent to reimburse said capital expenditures with proceeds of tax-exempt, general obligation borrowing, the principal amount of which will not exceed \$1,813,500; and

Section 2. Anticipated Timing of Borrowings. The City anticipates closing on the borrowing for all activities cited above prior to December 31, 2023, and

Section 3. Unavailability of Long Term Funds. No other funds for said activities, other than the planned borrowing referenced herein are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the City pursuant to its budget or financial policies; and

Section 4. Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the City Clerk's office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19 and shall remain available for public inspection until the Notes or Bonds are issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval.

Adopted and recorded this 5th day of December, 2022.

Councilmember

Gregory E. Buckley
City Manager

Attest:

Jamie L Jackson
City Clerk

Jack M. Bruce
City Attorney

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$1,397,610 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2022, AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO

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

WHEREAS, pursuant to a resolution adopted by the Governing Body on March 17, 2008 (the "2008 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 2008, dated March 26, 2008 (the "2008 Bonds"), which 2008 Bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on December 15, 2014 (the "2014 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 2014, dated December 23, 2014 (the "2014 Bonds"), which 2014 Bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on February 5, 2018 (the "2018 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 2018, dated February 28, 2018 (the "2018 Bonds"), which 2018 Bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on October 1, 2018 (the "2018B Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 2018B, dated October 24, 2018 (the "2018B Bonds"), which 2018B Bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on November 18, 2019 (the "2019 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 2019, dated November 27, 2019 (the "2019 Bonds"), which 2019 Bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on November 1, 2021 (the "2021 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 2021, dated November 10, 2021 (the "2021 Bonds"), which 2021 Bonds are payable from the income and revenues of the System; and

WHEREAS, the 2008 Bonds, the 2014 Bonds, the 2018 Bonds, the 2018B Bonds, the 2019 Bonds and the 2021 Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 2008 Resolution, the 2014 Resolution, the 2018 Resolution, the 2018B Resolution, the 2019 Resolution and 2021 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. 4107-47 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-2021-0778 and dated December 13, 2021 and No. S-2021-0785 and dated February 10, 2022 by the DNR; and

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

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

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

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

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

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

- (a) "Act" means Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$1,397,610 Sewerage System Revenue Bonds, Series 2022, 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 Debt Service Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

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

(h) "Fiscal Year" means the twelve-month period ending on each December 31;

(i) "Governing Body" means the City Council, or such other body as may hereafter be the chief legislative body of the Municipality;

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

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

(l) "Municipality" means the City of Two Rivers, Manitowoc 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 2008 Bonds, the 2014 Bonds, the 2018 Bonds, the 2018B Bonds, the 2019 Bonds and the 2021 Bonds, collectively;

(p) "Prior Resolutions" means the 2008 Resolution, the 2014 Resolution, the 2018 Resolution, the 2018B Resolution, the 2019 Resolution and the 2021 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 sewerage system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment and disposal of domestic and industrial sewerage and waste, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature

comprising part of or used or useful in connection with such sewerage system and including all appurtenances, contracts, leases, franchises, and other intangibles;

(t) "2008 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2008, dated March 26, 2008;

(u) "2008 Resolution" means a resolution adopted by the Governing Body on March 17, 2008 authorizing the issuance of the 2008 Bonds;

(v) "2014 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2014, dated December 23, 2014;

(w) "2014 Resolution" means a resolution adopted by the Governing Body on December 15, 2014 authorizing the issuance of the 2014 Bonds;

(x) "2018 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2018, dated February 28, 2018;

(y) "2018 Resolution" means a resolution adopted by the Governing Body on February 5, 2018 authorizing the issuance of the 2018 Bonds;

(z) "2018B Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2018B, dated October 24, 2018;

(aa) "2018B Resolution" means a resolution adopted by the Governing Body on October 1, 2018 authorizing the issuance of the 2018B Bonds;

(bb) "2019 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2019, dated November 27, 2019;

(cc) "2019 Resolution" means a resolution adopted by the Governing Body on November 18, 2019 authorizing the issuance of the 2019 Bonds;

(dd) "2021 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2021, dated November 10, 2021; and

(ee) "2021 Resolution" means a resolution adopted by the Governing Body on November 1, 2021 authorizing the issuance of the 2021 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 \$1,397,610; 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 City Manager and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Sewerage System Revenue Bonds, Series 2022" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.145% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on May 1, 2023 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 City Manager 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 electronic transfer or 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 a resolution adopted December 6, 1993 are hereby continued and shall be used solely for the following respective purposes:

- (a) 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 and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.
- (b) Operation and Maintenance Fund, which shall be used for the payment of Current Expenses.
- (c) Debt Service Fund, which shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due, and which may contain a Reserve Account established by a future resolution authorizing the issuance of Parity Bonds to secure such Parity Bonds.
- (d) Surplus Fund, which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Prior Bonds, the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System or for any other lawful purpose.

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

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

amount required by a future resolution authorizing the issuance of Parity Bonds to fund a Reserve Account established therein; and

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

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

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

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing sewerage services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then

outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

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

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

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

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

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as a registered municipal advisor, an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may 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 \$1,397,610 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

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

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

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality

of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

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

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

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

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

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

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

Passed: December 5, 2022

Approved: December 5, 2022

Gregory E. Buckley
City Manager

Attest:

Jamie Jackson
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
MANITOWOC COUNTY
CITY OF TWO RIVERS

REGISTERED
\$ _____

SEWERAGE SYSTEM REVENUE BOND, SERIES 2022

Final
Maturity Date

May 1, 2042

Date of
Original Issue

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

FOR VALUE RECEIVED the City of Two Rivers, Manitowoc 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, 2024 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 2.145% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2023.

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, 2024 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 Two and 145/1000ths percent (2.145%) 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.

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

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

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Sewerage System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted December 5, 2022, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$1,397,610 Sewerage System Revenue Bonds, Series 2022, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues of the Sewerage System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Sewerage System Revenue Bonds, Series 2008, dated March 26, 2008, Sewerage System Revenue Bonds, Series 2014, dated December 23, 2014, Sewerage System Revenue Bonds, Series 2018, dated February 28, 2018, Sewerage System Revenue Bonds, Series 2018B, dated October 24, 2018, Sewerage System Revenue Bonds, Series 2019, dated November 27, 2019 and Sewerage System Revenue Bonds, Series 2021, dated November 10, 2021, 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 City Manager and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF TWO RIVERS,
WISCONSIN

(SEAL)

By: _____
Gregory E. Buckley
City Manager

By: _____
Jamie Jackson
City Clerk

COPY

(Form of Assignment)

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

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

Please insert Social Security or other identifying number of Assignee

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

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

Dated: _____

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

Signature(s) guaranteed by

SCHEDULE A

\$1,397,610

CITY OF TWO RIVERS, WISCONSIN
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2022

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



SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2024	\$60,359.84
May 1, 2025	61,654.56
May 1, 2026	62,977.05
May 1, 2027	64,327.91
May 1, 2028	65,707.75
May 1, 2029	67,117.18
May 1, 2030	68,556.84
May 1, 2031	70,027.38
May 1, 2032	71,529.47
May 1, 2033	73,063.78
May 1, 2034	74,631.00
May 1, 2035	76,231.83
May 1, 2036	77,867.00
May 1, 2037	79,537.25
May 1, 2038	81,243.33
May 1, 2039	82,986.00
May 1, 2040	84,766.04
May 1, 2041	86,584.28
May 1, 2042	88,441.51

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

Financial Assistance Agreement
Clean Water Fund Program
Form 8700-214A rev 03/21

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 TWO RIVERS

\$1,996,586 With up to \$598,976 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of December 14, 2022

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, 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. 36286
Clean Water Fund Program Project No. 4107-47

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WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated December 14, 2022, 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 "Statute"), and the City of Two Rivers, a municipality within the meaning of the Statute, 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, pursuant to the Statute, established the CWFP to be used in part for purposes of the Water Quality Act; and

WHEREAS, the State of Wisconsin, 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 Statute; and

WHEREAS, the Municipality submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and 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 determined that the Municipality and the Project are eligible for financial assistance pursuant to s. 281.58(7)(b), Wis. Stats.; and

WHEREAS, DOA 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 pledged the security, if any, required by DOA, and the Municipality 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, the Municipality obtained DNR approval of facility plans or engineering reports and plans and specifications for the Project, subject to the provisions of applicable State environmental standards set forth in law, rules, and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the CWFP and the Municipality, each binding itself, its successors, and its 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 the Federal Water Pollution Control Act, 33 U.S. Code §§1250 et seq., as amended.

"American Iron and Steel" means the requirements contained in section 608 of the Act.

"Application" means the written application of the Municipality dated September 30, 2021, for financial assistance under the Statute.

"Bonds" means bonds or notes issued by the State pursuant to the Program 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.

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

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to the Statute, and managed and administered by DNR and DOA.

"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 Act.

"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) this 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 this 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 this 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 the City of Two Rivers, a "municipality" within the meaning of the Statute, 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 Costs eligible for CWFP financing.

"Parity Obligations" means the Municipality's \$6,297,058 Sewerage System Revenue Bonds, Series 2008, dated March 26, 2008; its \$787,693 Sewerage System Revenue Bonds, Series 2014, dated December 23, 2014; its \$930,219 Sewerage System Revenue Bonds, Series 2018, dated February 28, 2018; its \$4,677,695 Sewerage System Revenue Bonds, Series 2018B, dated October 24, 2018; its \$2,023,887 Sewerage System Revenue Bonds, Series 2019, dated November 27, 2019; its \$1,119,173 Sewerage System Revenue Bonds, Series 2021, dated November 10, 2021; 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-2021-0778, dated December 13, 2021; and No. S-2021-0785, dated February 10, 2022, that have been approved by DNR, as the same may be amended or modified from time to time in accordance with this FAA.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of Loan principal pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required pursuant to the Act, Statute, Regulations, or this FAA. The amount of principal forgiveness available for this Project as of the date of this FAA is \$598,976. The applicable percentage of principal forgiveness for this Project, as shown on the Final Funding List, is 30%.

"Program Resolution" means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission, as such may from time to time be further amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions of the Program Resolution.

"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 CFWP Project No. 4107-47 by DNR, and includes CFWP application 4107-52, 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 CFWP under the Statute, 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 the Act; chs. NR 108, NR 110, NR 150, NR 151, NR 162, and NR 216, 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.

"SDWLP" means the State of Wisconsin Safe Drinking Water Loan Program, established pursuant to ss. 281.59 and 281.61, Wis. Stats.

"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 and enacted and enforced in each jurisdiction served by the Project.

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

"State" means the State of Wisconsin.

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

"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.

"Supplemental Resolution" shall have the meaning set forth in the Program Resolution.

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

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

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

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

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

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

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this 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 Statute and the Program 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 Statute and has full power and authority to execute and deliver this FAA, 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 the Statute, the CWFP is authorized to execute and deliver this FAA and to take actions and make determinations that are required of the CWFP under the terms and conditions of this 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 therefor, 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 of the date of this FAA, and with respect to paragraphs (n), (s), and (u), covenants throughout the term of this FAA, 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 Statute, 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 \$1,397,610 and 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 Municipality, 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 therefor:

(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, easements, and approvals (other than such permits, licenses, easements, or approvals that are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to own the Project, carry on its activities relating thereto, undertake and complete the Project, and 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 Statute throughout 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 Statute. 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 and shall remain 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 Program 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 used in Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the Municipal Obligations, or (2) 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 and shall continue to satisfy all the applicable requirements in s. 281.58, Wis. Stats., and ch. NR 162, Wis. Adm. Code.

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

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

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

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The expected Substantial Completion date of the Project is September 6, 2023.

(x) The Municipality acknowledges that s. 281.59(11)(b), Wis. Stats., and the Program 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. State aids information is available on: the Wisconsin Department of Revenue's website at <https://www.revenue.wi.gov/Pages/Report/Shared-Revenue-Estimates.aspx>, and the Wisconsin Department of Transportation's website at <https://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/gta.aspx>.

The Municipality acknowledges that s. 70.60, Wis. Stats., and the Program 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 the 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 \$1,996,586 with Principal Forgiveness of \$598,976 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 \$1,397,610. 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 two and 145/1000ths percent (2.145%) 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.
- (d) Disbursements of Financial Assistance shall generally be made: first, 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 that include the applicable percentage of Principal Forgiveness up to \$598,976; 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 December 14, 2022. It is understood that the actual amount of the Municipality's Municipal Obligations payments shall be based on the actual dates and amounts 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 Equity Fund established pursuant to the Program 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); and

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

(g) Treas. Regs. 26 CFR § 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 Statute 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 adding 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 this FAA was executed; or immediately terminate this 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 from appropriate authorities for operation and use of the Project; and
- (5) submit to DNR a completed Operation and Maintenance Manual Certification Checklist form to be provided by DNR or obtained from DNR's website.

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 Statute and Regulations. The allocation of additional financial assistance shall depend upon availability of funds, pursuant to the Statute and the Regulations.
- (b) In the event 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 financial assistance agreement.

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

ARTICLE V
COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely to 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.

(b) So long as the Loan is outstanding, the Municipality shall not, without the approval of DNR, discontinue operation of, sell, or otherwise dispose of the Sewerage System or Project, except for portions of the Sewerage System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

(c) 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 Sewerage System. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement itemized schedule developed by the Municipality or the percentage schedule option. The Project Manager Summary Page (Exhibit F) shall specify the required annual deposit or required minimum balance/percentage.

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

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

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the CWFP. Without any request the Municipality shall furnish to DOA as soon as available, and in any event within one hundred 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 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; 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; permit extracts and copies of the Project records to be made by any of them; and fulfill information requests by any of them.

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)(2) of the Code or any successor provision. Without limiting the foregoing, any proceeds of the Bonds used to repay interim or other prior financing of Project Costs will be applied within three (3) Business Days of receipt of the proceeds to the payment of principal of such financing.

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 Statute and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA, and to pay all amounts due under this FAA and the Municipal Obligations.

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

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; 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 or operate the Sewerage System or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR, DOA, and all their officers, employees, and agents, against any and all liability, claims, 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, the Sewerage System, 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 disbursement 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 stating the amount of excess funds disbursed.

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 Statute 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 for which disbursement of funds has already been made 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 Statute;
- (3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the CWFP deems reasonably necessary to protect its environmental and credit interests; and
- (4) the CWFP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the CWFP.

Section 5.22. 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 the 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. American Iron and Steel The Municipality agrees to comply with requirements for use of American Iron and Steel contained in section 608 of the Act for products used in the Project which are made primarily of iron and/or steel.

Section 5.24 Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are not considered to be subject to federal single audit requirements, but such consideration may change subsequent to this FAA if any changes are made to federal single audit requirements applicable to municipalities.

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 CF/2
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921
- (c) US BANK CORP TRUST
MATTHEW HAMILTON EP-MN-WS3T
60 LIVINGSTON AVENUE
ST PAUL MN 55101-2292
- (d) CITY OF TWO RIVERS
1717 EAST PARK STREET
PO BOX 87
TWO RIVERS WI 54241-0087

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 Statute) 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 Statute.

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, the Trustee, or their authorized agents.

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, and providing Principal Forgiveness; and 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 Program Resolution The Municipality covenants and agrees that it shall comply with the provisions of the Program 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 Program Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the Program 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 written above.

CITY OF TWO RIVERS

By: _____
Gregory E. Buckley
City Manager

Attest: _____
Jamie Jackson
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A
PROJECT BUDGET SHEET

CITY OF TWO RIVERS
CWFP Project No. 4107-47

	Total Project Costs	Costs Funded Through SDWLP	Costs Funded Through WIFTA LSL Program	Costs funded through ARPA award	Ineligible Costs paid by Muni	Eligible Costs associated with CWF 4107-47	Eligible Costs associated with CWF 4107-52	Total CWFP Award
Force Account	513,000	70,000	9,000	162,000	52,000	0	220,000	220,000
Interim Financing Costs	0	0	0	0	0	0	0	0
Preliminary Engineering	97,000	5,000	0	0	0	87,000	5,000	92,000
Land or Easement Acquisition	0	0	0	0	0	0	0	0
Engineering/Construction Mgmt.	87,000	10,000	0	0	0	67,000	10,000	77,000
Construction/Equipment	3,209,235	388,606	234,037	336,800	735,424	1,090,800	423,568	1,514,368
Contingency	95,149	19,431	0	0	0	54,540	21,178	75,718
Miscellaneous Costs	7,000	2,500	0	0	0	1,000	3,500	4,500
Closing Costs	26,000	13,000	0	0	0	8,000	5,000	13,000
Total	\$4,034,384	\$508,537	\$243,037	\$498,800	\$787,424	\$1,308,340	\$688,246	\$1,996,586
Principal Forgiveness ^A								\$598,976
Net CWFP Loan Amount								\$1,397,610

A = Principal Forgiveness is calculated and awarded up to 30% of the total CWFP Principal Forgiveness Eligible Costs for this Project.

Exhibit B

City of Two Rivers, Wisconsin
Clean Water Fund Program Project 4107-47
Loan Closing Date:

December 14, 2022

<u>Payment Date</u>	<u>Principal Payment</u>	<u>Interest Rate</u>	<u>Interest Payment</u>	<u>Principal & Interest</u>	<u>Bond Year Debt Service</u>	<u>Calendar Year Debt Service</u>
1-May-23	0.00	2.145%	11,408.57	11,408.57	11,408.57	0.00
1-Nov-23	0.00	2.145%	14,989.37	14,989.37	0.00	26,397.94
1-May-24	60,359.84	2.145%	14,989.37	75,349.21	90,338.58	0.00
1-Nov-24	0.00	2.145%	14,342.01	14,342.01	0.00	89,691.22
1-May-25	61,654.56	2.145%	14,342.01	75,996.57	90,338.58	0.00
1-Nov-25	0.00	2.145%	13,680.76	13,680.76	0.00	89,677.33
1-May-26	62,977.05	2.145%	13,680.76	76,657.81	90,338.57	0.00
1-Nov-26	0.00	2.145%	13,005.33	13,005.33	0.00	89,663.14
1-May-27	64,327.91	2.145%	13,005.33	77,333.24	90,338.57	0.00
1-Nov-27	0.00	2.145%	12,315.42	12,315.42	0.00	89,648.66
1-May-28	65,707.75	2.145%	12,315.42	78,023.17	90,338.59	0.00
1-Nov-28	0.00	2.145%	11,610.70	11,610.70	0.00	89,633.87
1-May-29	67,117.18	2.145%	11,610.70	78,727.88	90,338.58	0.00
1-Nov-29	0.00	2.145%	10,890.87	10,890.87	0.00	89,618.75
1-May-30	68,556.84	2.145%	10,890.87	79,447.71	90,338.58	0.00
1-Nov-30	0.00	2.145%	10,155.60	10,155.60	0.00	89,603.31
1-May-31	70,027.38	2.145%	10,155.60	80,182.98	90,338.58	0.00
1-Nov-31	0.00	2.145%	9,404.55	9,404.55	0.00	89,587.53
1-May-32	71,529.47	2.145%	9,404.55	80,934.02	90,338.57	0.00
1-Nov-32	0.00	2.145%	8,637.40	8,637.40	0.00	89,571.42
1-May-33	73,063.78	2.145%	8,637.40	81,701.18	90,338.58	0.00
1-Nov-33	0.00	2.145%	7,853.79	7,853.79	0.00	89,554.97
1-May-34	74,631.00	2.145%	7,853.79	82,484.79	90,338.58	0.00
1-Nov-34	0.00	2.145%	7,053.37	7,053.37	0.00	89,538.16
1-May-35	76,231.83	2.145%	7,053.37	83,285.20	90,338.57	0.00
1-Nov-35	0.00	2.145%	6,235.79	6,235.79	0.00	89,520.99
1-May-36	77,867.00	2.145%	6,235.79	84,102.79	90,338.58	0.00
1-Nov-36	0.00	2.145%	5,400.66	5,400.66	0.00	89,503.45
1-May-37	79,537.25	2.145%	5,400.66	84,937.91	90,338.57	0.00
1-Nov-37	0.00	2.145%	4,547.63	4,547.63	0.00	89,485.54
1-May-38	81,243.33	2.145%	4,547.63	85,790.96	90,338.59	0.00
1-Nov-38	0.00	2.145%	3,676.29	3,676.29	0.00	89,467.25
1-May-39	82,986.00	2.145%	3,676.29	86,662.29	90,338.58	0.00
1-Nov-39	0.00	2.145%	2,786.27	2,786.27	0.00	89,448.56
1-May-40	84,766.04	2.145%	2,786.27	87,552.31	90,338.58	0.00
1-Nov-40	0.00	2.145%	1,877.15	1,877.15	0.00	89,429.46
1-May-41	86,584.28	2.145%	1,877.15	88,461.43	90,338.58	0.00
1-Nov-41	0.00	2.145%	948.54	948.54	0.00	89,409.97
1-May-42	88,441.51	2.145%	948.54	89,390.05	90,338.59	89,390.05
1-Nov-42	0.00	2.145%	-	-	0.00	0.00
Totals	1,397,610.00		330,231.57	1,727,841.57	1,727,841.57	1,727,841.57
			Net Interest Rate	2.1450%		
			Bond Years	15,395.4122		
			Average Life	11.0155		

The above schedule assumes full disbursement of the loan on the loan closing date.
 17-Nov-22 Wisconsin Department of Administration

Loan Payment Schedule Comments

Please review the preceding loan payment schedule. It shows the dates of your first interest and principal payments. The preceding loan payment schedule assumes you draw all the loan funds on the loan closing date. However, borrowers often draw loan funds over time. Interest only accrues on the funds disbursed and only after the date of each disbursement.

You can view your actual payment schedule based on disbursements to-date at <http://eif.doa.wi.gov/> by selecting Loan Payment Schedule on the lower half of the page. You can also request loan payment information from doaeif@wisconsin.gov.

You can generate additional reports at <http://eif.doa.wi.gov/>.

<u>Available Report</u>	<u>Information Provided</u>
Auditor Verification Report	Provides information commonly requested by municipal auditors. Available for completed calendar years.
Loan Account History	Loan disbursements, principal payments, and loan balance.
Loan Payment Schedule	Future principal and interest payments for disbursements.
Payment History	Past principal and interest payments.
Disbursement History	Past loan and grant disbursements.

Use the Output to Excel button at the bottom of the page to create your report in Microsoft Excel. Find details on generating reports at <http://eif.doa.wi.gov/siteDescr.htm>.

The Environmental Improvement Fund sends invoices semi-annually. You will receive an invoice approximately 45 days prior to the due date. If you have multiple loans, we will send a single invoice showing the payment amount for each loan.

May 1: principal and interest payments due

November 1: interest payments due

For more information about your payment schedule, please email doaeif@wisconsin.gov. The first available staff will respond to your inquiry.

EXHIBIT C

FORM OF LOAN DISBURSEMENT TABLE

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

EXHIBIT D

OPERATING CONTRACTS

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

EXHIBIT E

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

MANDATORY PROJECT CLOSEOUT DOCUMENT

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

Municipality Name: City of Two Rivers	Project Number: 4107-47	Loan/Grant Amount: \$1,996,586
Project Description: Upgrade Sludge Dewatering Facility/17 th Street Sanitary Sewer Improvements		
Did the municipality satisfy the DBE requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If no, refer to Project Manager Summary Page of this 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: Jossart Brothers, Inc.	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input checked="" type="checkbox"/> N/A	Construction	1,412,134	
Sub: Hard Rock Sawing & Drilling Specialist Co.	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other	Construction	3,000	
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime: Sabel Mechanical LLC	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input checked="" type="checkbox"/> N/A	Construction	1,090,800	
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime: Essential Water and Sewer Services, LLC	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input checked="" type="checkbox"/> N/A	Construction	706,300	
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
				Total MBE \$ _____
				Total WBE \$ _____
				Total Other \$ _____

Professional/Technical Services Contracts	Indicate DBE Type	Type of Product or Service *	Contract Estimate \$	Actual Amount Paid to DBE Firm
				Municipality Completes at Project Closeout
Prime: Town & Country Engineering, Inc.	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input checked="" type="checkbox"/> N/A	Engineering	174,000	
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
				Total MBE \$ _____
				Total WBE \$ _____
				Total Other \$ _____

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

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

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

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

CITY OF TWO RIVERS
CWFP Project No. 4107-47

1. **Project Description:** This Project will replace the sanitary sewer and public sewer laterals on 17th Street between East Street Bridge to Zlatnik Street and on Roosevelt Avenue. Additionally, the Project will upgrade the sludge dewatering equipment and facilities at the wastewater treatment plant. This Financial Assistance Agreement incorporates projects 4107-47 and 4107-52.
2. **Ineligible Costs:** Costs related to the water mains, public and private water service lines, private sanitary service lines, the stormwater sewer, and sidewalk/driveway reconstruction are considered ineligible for this project. The ineligible costs include: \$508,537 in water main and appurtenances upgrades that were paid through SDWLP project 4920-38, \$498,800 in public water service line that will be paid through American Rescue Plan Act funds, \$243,037 in private water service line costs that will be paid through SDW Private Lead Service Line Replacement Program project 4920-44, and \$787,424 in costs that will be covered by the Municipality's internal funds.
3. **Other Funding Sources:** The SDWLP, the SDW Private Lead Service Line Replacement Program, and the City of Two Rivers are contributing to the ineligible portion of this project as described above. The Municipality is additionally using \$498,800 in American Rescue Plan Act funds to finance ineligible costs.
4. **Miscellaneous Costs:** As shown in the Project Budget Sheet Summary (Exhibit A), SDWLP funding in the amount of \$4,500 is included in the Miscellaneous category for administrative expenses.
5. **Contingency Allowance:** The Contingency allowance of \$75,718 is five percent of the amount of uncompleted construction work. The Municipality must obtain CME approval of change orders prior to requesting reimbursement.
6. **Equipment Replacement Fund:** The Municipality shall establish an equipment replacement fund according to s. NR 162.08, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement schedule developed by the Municipality. Based on review of the equipment replacement fund information in the CWFP application, the annual deposit is estimated at \$105,180.
6. **DBE Good Faith Effort:** Hard Rock Sawing & Drilling, a certified MBE, is a subcontractor for this Project, and was awarded a contract in the amount of \$3,000. The municipality and prime contractors made good-faith efforts to utilize DBEs in this project by encouraging DBEs to submit bids in the advertisement for bids.
7. **Green Project Reserve:** No GPR elements were identified during the review of this Project.
8. **American Iron and Steel:** This Project is subject to the use of American Iron and Steel (AIS) requirements mandated under EPA's Drinking Water State Revolving Fund program.
9. **Principal Forgiveness:** The City of Two Rivers is eligible to receive up to \$598,976 in general principal forgiveness funding through this project. All disbursements will be disbursed at a 30% principal forgiveness rate.

EXHIBIT G

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

[Prepare on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the City of Two Rivers (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4107-47 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4107-47 has met the requirements for the use of American Iron and Steel contained in section 608 of the Federal Water Pollution Control Act, as amended.

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, has been completed for the treatment works and that the plan will be maintained at least for the life of the CWFP Loan for the Project.

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

By: _____
[Name of Municipal Official or
Authorized Representative]
[Title]

Dated as of: _____

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

Dated as of: _____