



**CITY OF TWO RIVERS
CITY COUNCIL REGULAR AGENDA
Monday, November 1, 2021 – 6:00 PM
Council Chambers - City Hall
Regular Meeting**

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. ROLL CALL BY CITY CLERK

Councilmembers: Mark Bittner, Jeff Dahlke, Tracey Koach, Bill LeClair, Darla LeClair, Jay Remiker, Bonnie Shimulunas, Larry Thomas, Adam Wachowski

Welcome New Council Member Larry Thomas, filling Vacant Position on City Council and to Serve Until a Successor is Elected in a Special Election in April 2022.

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

5. PUBLIC HEARING

A. Conditional Use Permit for Ross Auto & Transmission Service, LLC at 2005 Hawthorne Avenue, submitted by Jake Ross (tenant) and Ryan Ross, T.R. Storage, LLC (property owner)

Recommended Action:

Motion to approve the conditional use permit, as recommended by the Plan Commission

B. Conditional Use Permit to construct a self storage building at 2005 Hawthorne Avenue, submitted by Ryan Ross, T.R. Storage, LLC (business and property owner)

Recommended Action:

Motion to approve the conditional use permit, as recommended by the Plan Commission

C. Conditional Use Permit for Green Acres Landscaping, Inc. at 2005 Hawthorne Avenue, submitted by Ryan Ross, T.R. Storage, LLC (business and property owner)

Recommended Action:

Motion to approve the conditional use permit, as recommended by the Plan Commission

6. INPUT FROM THE PUBLIC

7. COUNCIL COMMUNICATIONS

Letters and other communications from citizens

8. COUNCIL REPORTS FROM BOARDS/COMMISSIONS/COMMITTEES

9. CITY MANAGER'S REPORT

A. INVITED GUESTS

1. WPPI Energy Update from Tim Noeldner, Vice President - Rates and Special Projects
2. Introduction of Andrew Lade, New Police Department Canine Handler

B. STATUS UPDATE/REPORTS

1. City Manager's Presentation of 2022 Proposed Budget
 2. Veterans Day Observances on November 11
 - a. Invitation to Breakfast and Program at Two Rivers High School
 - b. 11:00 AM Ceremony in Central Park
 2. Thank you to City Electric Crews for Prompt Response to Widespread Outage on Saturday Evening, October 23
 3. Update on Status of Utility Accounts Receivable
 4. Update on Lot Sales at Sandy Bay Highlands Subdivision
 5. Police Department Canine Fundraiser Update
 6. Leaf Collection Continues Through November
 7. Repairs to Exterior Steps at J.E. Hamilton Community House
 8. Recruitment for Water Utility Director to Replace Retiring Director Ross Blaha in Mid-2022
 9. Recent Events: Main Street Fall Wine and Beer Walk; Downtown and City-Wide Trick-or-Treating
 10. Upcoming Events:
 - a. 13th Annual Wayzgoose Conference, November 5-6, Online event Hamilton Wood Type & Printing Museum
 - b. Senior Center Rummage Sale, Thursday, November 11, Behringer Room
 - c. Main Street The Great TRivia Contest, Friday, November 12 JE Hamilton House Gym
 11. Other
- C. LEGISLATIVE UPDATE
1. Approval of bill on Disposal of Dredged Materials Approved by State Assembly, Now Moves to Senate
 2. Other Current Legislation of Interest
 3. Other

10. CONSENT AGENDA

A. Presentation of Minutes

1. Regular City Council - October 18, 2021
2. Work Session City Council - October 25, 2021

Recommended Action:

Motion to waive reading and adopt the minutes

B. Reports:

1. Minutes of Meetings
 - a. Personnel and Finance Committee, October 20, 2021
 - b. Personnel and Finance Committee, October 26, 2021

c. Room Tax Commission, October 21, 2021

Recommended Action:

Motion to receive and file

C. Applications and Petitions

1. Application for Temporary Class "B" License

- a. Two Rivers Main Street, Inc., Great TRivia Contest, November 12, 2021, 6:00 PM
- 10:00 PM, J.E. Hamilton Community House Gymnasium

Recommended Action:

Motion to approve the application and authorize issuance of the license

D. Set Public Hearing on Proposed 2022 City Budget

Recommended Action:

Motion to set Public Hearing for November 29, 2021 at 6:00 PM

RECOMMENDED ACTION FOR CONSENT AGENDA

Motion to approve the Consent Agenda with the various actions recommended

11. CITY COUNCIL - FORMAL ITEMS

A. Ordinance to Create Municipal Code Section 10-1-18.5, Entitled "Wireless Communications Facilities in the Right-of-Way"

Recommended Action:

Motion to waive reading and adopt the ordinance

B. Resolution Authorizing the Issuance and Sale of up to \$1,119,173 Sewage System Revenue Bonds, Series 2021, and providing for Other Details and Covenants with Respect Thereto, and Approval of Related \$1,596,140 Financial Assistance Agreement

Recommended Action:

Motion to waive reading and approve the resolution

C. Resolution Authorizing Purchase of Replacement Snow Blower for Public Works Department Street Division and Declaring Official Intent to Reimburse such Expenditure from the Proceeds of 2022 Capital Projects Borrowing, as Recommended by the Personnel and Finance Committee

Recommended Action:

Motion to waive reading and adopt the resolution

D. Resignation from Library Board by Council Member Tracey Koach, to Allow new Council Member Larry Thomas to Remain on that Board (State Statutes Limit Council Representation on Library Board to One Member)

Recommended Action:

Motion to accept the resignation, with thanks to Council Member Koach for her service

E. Discussion on Winter Parking Regulation

F. Distribution of New Revised Budget Timeline

12. FOR INFORMATION ONLY

- A. Council President's Appointment of Council Member Larry Thomas to Public Works Committee to replace Council Member Jeff Dahlke (who is currently serving on 2 council committees)
- B. City Council Regular Meeting, Monday, November 15, 2021, 6:00 PM
- C. City Council Work Session, Monday, November 29, 2021, 6:00 PM
- D. Joint Meeting of Council Personnel and Finance Committee and Utilities Committee, to Review 2022 Utility Budgets, Wednesday, November 3, 6:00 PM
- E. Room Tax Commission Meets Thursday, November 4, 10:00 AM

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

- Discuss Possible City Assistance to Economic Development Projects
- Discuss Purchase of Former Hamilton Property
- Discuss Possible Sale/Redevelopment of City-Owned Paragon Property
- Discuss Possible Sale of Other City-Owned Property

14. RECONVENE IN OPEN SESSION

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

15. ADJOURNMENT

Motion to dispense with the reading of the minutes of the 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.



**TWO
RIVERS**
WISCONSIN

LAND DEVELOPMENT APPLICATION

APPLICANT Jake Ross TELEPHONE _____

MAILING ADDRESS 247 Baker Ln Mishicot WI 54228
(Street) (City) (State) (Zip)

PROPERTY OWNER TR Storage LLC TELEPHONE _____

MAILING ADDRESS 247 Baker Ln Mishicot WI 54228
(Street) (City) (State) (Zip)

REQUEST FOR:

- Comprehensive Plan Amendment
- Site/Architectural Plan Approval
- Subdivision Plat or CSM Review
- Zoning District Change
- Conditional Use
- Annexation Request
- Variance/Board of Appeals
- Other

STATUS OF APPLICANT: Owner Agent Buyer Other

PROJECT LOCATION 2005 Hawthorne Ave TYPE OF STRUCTURE commercial

PRESENT ZONING B-2 REQUESTED ZONING B-2 w/ CUP

PROPOSED LAND USE public garage - automobile service establishment

PARCEL # 053-202-101-050-01 + 070-07 ACREAGE 4.57 +/-

LEGAL DESCRIPTION NE 1/4 NE 1/4 S2 T19N R24E Parcel desc V262 P517 Exc

** NOTE: Attach a one-page written description of your proposal or request. V269 P544*

The undersigned certifies that he/she has familiarized himself/herself with the state and local codes and procedures pertaining to this application. The undersigned further hereby certifies that the information contained in this application is true and correct.

Signed Jake Ross
(Property Owner)

Date 8-24-21

Fee Required

- \$ 350 Comprehensive Plan Amendment
- \$ t/b/d Site/Architectural Plan Approval (Listed in Sec 1-2-1)
- \$ t/b/d CSM Review (\$10 lot/\$30 min)
- Subdivision Plat (fee to be determined)
- \$ 350 Zoning District Change
- \$ 350 Conditional Use
- \$ t/b/d Annexation Request (State Processing Fees Apply)
- \$ 350 Variance/Board of Appeals
- \$ t/b/d Other

Schedule

- Application Submittal Date 09/30/21
- Date Fee(s) Paid 09/30/21
- Plan(s) Submittal Date 09/30/21
- Plan Comm Appearance 10/11/21

\$ 350.00 TOTAL FEE PAID

APPLICATION, PLANS & FEE RECEIVED BY VR

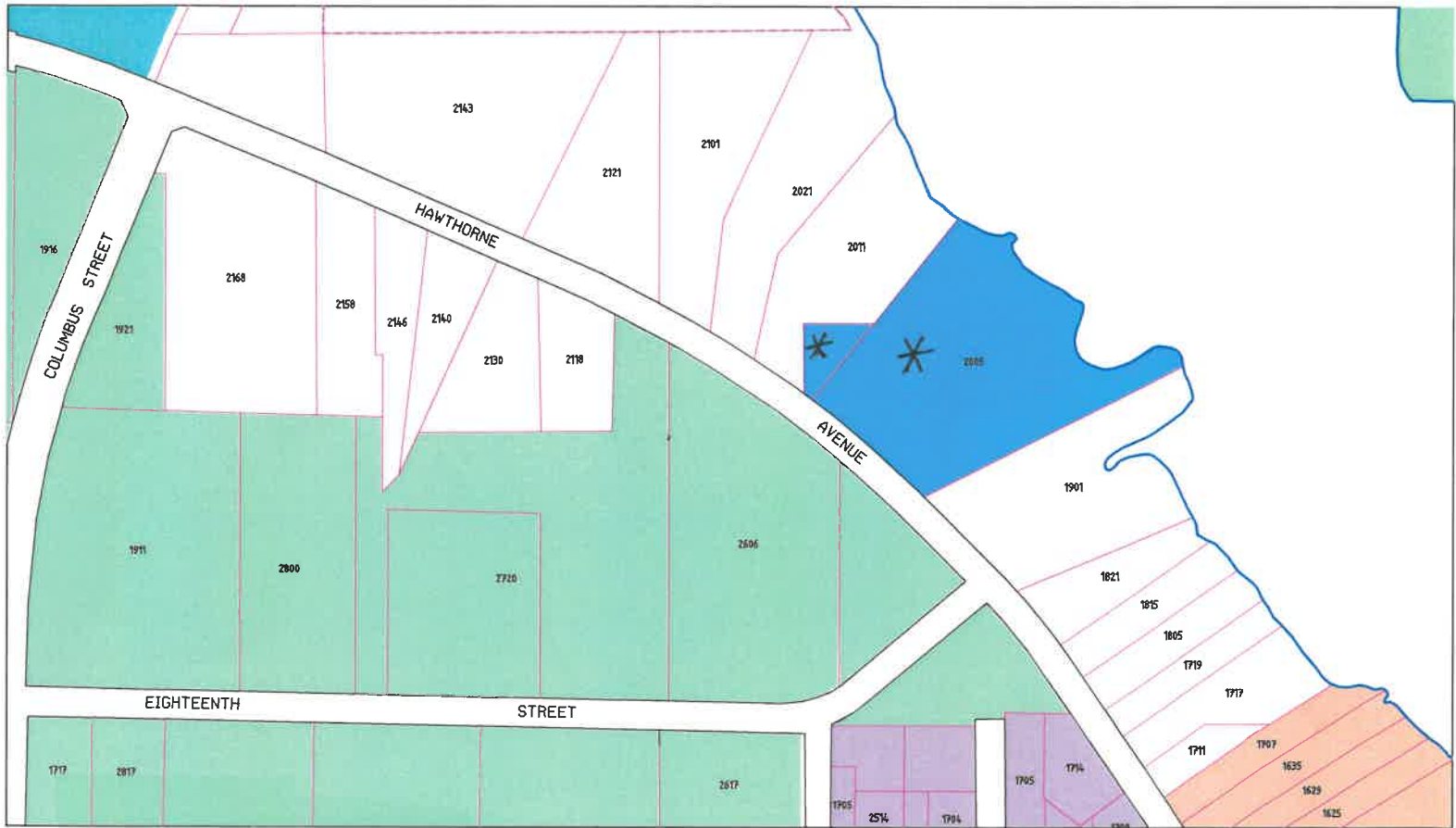
My name is Jake Ross, I am the owner of Ross Auto & Transmission Service LLC. Founded in 2019, I fully specialize in automotive maintenance, repair, and transmission servicing. I have outgrown my current location and was presented with this location to rent and use for my business.

I am requesting the use of this building for my auto repair business as I see it has great potential and would suit my needs perfect. This new location would allow for my business to operate at its full capacity.

Customer vehicles will be stored in their designated parking areas during all hours. No automotive debris, such as tires, parts, scrap metal, misc. items will be in the view of the public, I like to maintain a clean work environment and property! That will be my biggest priority, keeping the neighborhood nice and clean.

Thank you.

Jake Ross
Ross Auto & Transmission Service LLC



LEGEND

District Zoning Map 2020
Zoning as of January 1, 2020

- | | | | |
|--|--|--|--|
| <u>Conservancy Districts</u> | | <u>Business Districts</u> | |
| C-1 Conservancy | | B-1 Business District | |
| C-2 Conservancy | | B-2 Business District | |
| <u>Residential Districts</u> | | B-3 Business District | |
| R-1 1-Family Residential | | IPF Institutional/Public Facilities District | |
| R-2 1-2 Family Residential | | OSB Office Service Business District | |
| R-3 1-2 Family Residential | | WFB Waterfront Business District | |
| R-4 Multi-Family Residential | | <u>Industrial Districts</u> | |
| CSD Conservation Subdivision District | | I-1 Industrial District | |
| PUD Planned Unit Development | | I-2 Industrial District | |
| PDD Planned Development District | | I-3 Industrial District | |
| TND Traditional Neighborhood Development | | | |

DRAFT

CONDITIONAL USE
PERMIT
City of Two Rivers

Document Number

Permit No. 2021-05

Before the City Council of the City of Two Rivers, Manitowoc County, Wisconsin, regarding the premises at 2005 Hawthorne Avenue in the City of Two Rivers, Manitowoc County, State of Wisconsin, further described as:

See "Exhibit A" Attached

Inspections Department
City of Two Rivers
PO Box 87
Two Rivers, WI 54241-0087

Parcel ID Numbers: 053-202-101-050.01
 053-202-101-070.07

Zoning Classification of the Premises is: B-2 Business District/Conditional Use for an Automobile Service Establishment.
Mailing Address of the Premises is: Ross Auto & Transmission Service, LLC, c/o Jake Ross, 247 Baker Lane, Mishicot, WI 54228

WHEREAS, the Zoning Code and Zoning District Map of the above named municipality, pursuant to State Statute, state that the premises may not be used for the purpose hereinafter described but that upon petition such use may be approved by the municipality as a Conditional Use in particular circumstances as defined by the standards in the Zoning Ordinance; and

Petition therefore having been made, and public hearing held thereon, and the City Council of the City of Two Rivers having determined that by reason of the particular nature, character and circumstances of the proposed use, and of the specific and contemporary conditions, permit of such use upon the terms and conditions hereinafter prescribed would be consistent with the requirements of the Zoning Ordinance.

Now, therefore, it is permitted, subject to compliance with the terms and conditions hereinafter stated, that the Premises may be used for the purpose of the operation of an automobile service establishment.

Permitted by action of the City Council of the City of Two Rivers on November 1, 2021.
Original filed in the office of the City Clerk of the City of Two Rivers, Wisconsin

The Conditions of this Permit are:

1. This Permit shall become effective upon the execution and recording by the Owner of the Premises as acceptance hereof.
2. This Permit shall be void unless proper application, pursuant to the Building and Zoning Codes of this Municipality, for appropriate Building and Zoning Use Permits in conformity to this Permit, is made within twelve (12) months of the date hereof.
3. This Permit is subject to amendment and termination in accordance with the provisions of the Zoning Code of this Municipality.
4. Construction and operation of the use permitted shall be in strict conformity to the approved Site and Operation Plans filed in connection with the Petition for this Permit and such plans are incorporated herein by reference as if set forth in detail herein.
5. Any substantial change or expansion of the facilities permitted by the initial issuance of this Permit would require approval by the Plan Commission and City Council as an amendment to this Permit.
6. This Permit is specifically issued to Jake Ross d/b/a Ross Auto & Transmission Service, LLC and shall lapse upon a change in business ownership or tenancy of the subject premises; or if the land uses ceases operation for more than 12 months.
7. Conditions of Operations:
 - a. Hours of operation: 8AM - 5PM, Monday - Friday. No operations on Saturday or Sunday.
 - b. No outdoor operations. Vehicle service and repairs shall be provided within the building.
 - c. No outdoor storage.
 - d. Dumpster(s) shall be located behind building and screened from adjacent properties.
 - e. Provide make-up air or any other alterations necessary in accord with commercial building code.
 - f. Inspection by the Building Inspector and Fire Department prior to opening for business.
 - g. Signage in accord with the City's Sign Code.

CITY OF TWO RIVERS
CONDITIONAL USE PERMIT 2021-05

Exhibit "A"

Parcel 1 (2005 Hawthorne Avenue):

That part of the NE1/4 of the NE1/4 of Section 2, Township 19 North, Range 24 East, lying on the Northeasterly side of the so-called Town Line Road (CTH "D"), and contained within the following boundaries:

Commencing at the point of intersection of the center line of said Town Line Road (CTH "D") and the North City limit line of the City of Two Rivers; measure thence North 33° 10' West a distance of 300.1 feet; thence North 40°18' West a distance of 332.27 feet; the point thus reached is the real starting point. From this real starting point measure North 49° 27' West a distance of 154.6 feet, thence North 58° 53' West a distance of 99.85 feet, thence North 34° 16' East a distance of 948 feet to a point in the North line of said Section 2; thence Easterly along said North line a distance of 493.7 feet to the Northeast corner of said Section 2, a distance of 688 feet; thence South 73° 19' West a distance of 867.2 feet back to the real starting point, excepting therefrom that portion thereof described in that certain Deed recorded in Volume 269 of Deeds on Page 544, Register's of Deed's Office, Manitowoc, Wisconsin

Parcel ID Number: 053-202-101-050.01

-and-

Parcel 2 (vacant lot):

Part of the NE1/4 of the NE1/4 of Section 2, Township 19 North, Range 24 East, as described in Volume 245 of Deeds, Page 336, Manitowoc County, Wisconsin, Records, described as commencing at the intersection of the North City limits of the City of Two Rivers (as it existed in July 1949) and the centerline of Town Line Road (CTH "D"); thence along the centerline of said road North 35° 42' West 280.2 feet; thence continuing along said road centerline North 42° 20' West 335.2 feet; thence continuing along said road centerline North 51° 26' West 154.8 feet; thence continuing along said road centerline North 60° 55' West 99.5 feet; thence North 31° 55' East 30 feet to the point of beginning; thence North 31° 55' East 194.7 feet; thence South 89° West 127 feet; thence South 1° 0' East 150 feet; thence South 60° 55' East 20 feet to the point of beginning

Parcel ID Number: 053-202-101-070.07



TWO RIVERS
WISCONSIN

LAND DEVELOPMENT APPLICATION

APPLICANT TR Storage TELEPHONE _____

MAILING ADDRESS 247 Baker Ln Mishicot WI 54228
(Street) (City) (State) (Zip)

PROPERTY OWNER T.R STORAGE LLC TELEPHONE _____

MAILING ADDRESS 247 Baker Ln Mishicot WI 54228
(Street) (City) (State) (Zip)

REQUEST FOR:

- Comprehensive Plan Amendment
- Site/Architectural Plan Approval
- Subdivision Plat or CSM Review
- Zoning District Change
- Conditional Use
- Annexation Request
- Variance/Board of Appeals
- Other

STATUS OF APPLICANT: Owner Agent Buyer Other

PROJECT LOCATION 2005 Hawthorne Ave TYPE OF STRUCTURE Commercial

PRESENT ZONING D-2 REQUESTED ZONING D-2 w/CUP

PROPOSED LAND USE Storage Building

PARCEL # 053* 202 101 050 .01 4 070.07 ACREAGE 4.57 +/-

LEGAL DESCRIPTION see attached

NOTE: Attach a one-page written description of your proposal or request.

The undersigned certifies that he/she has familiarized himself/herself with the state and local codes and procedures pertaining to this application. The undersigned further hereby certifies that the information contained in this application is true and correct.

Signed Ryan B...
(Property Owner)

Date 9-22-21

Fee Required

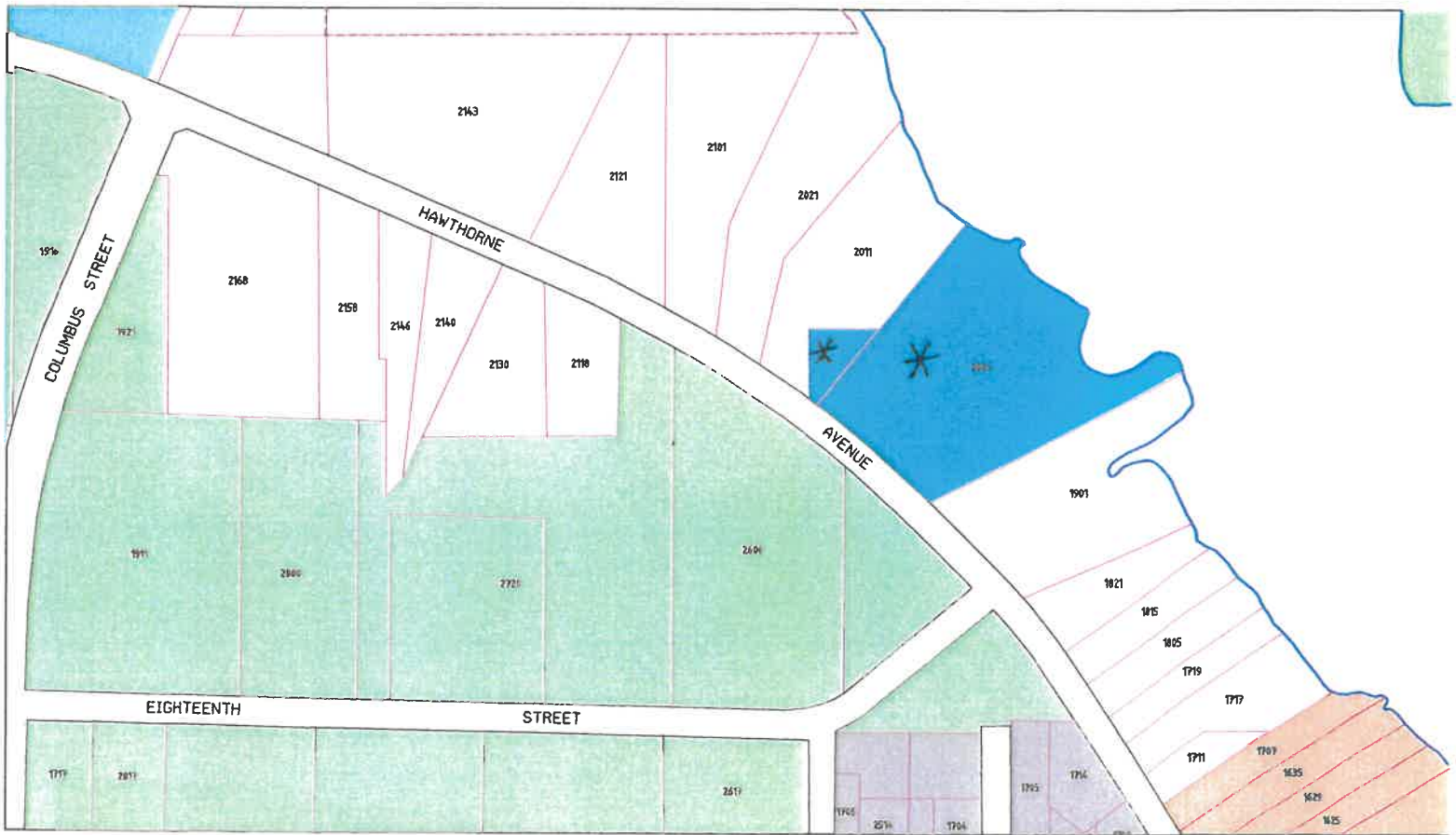
- \$ 350 Comprehensive Plan Amendment
- \$ t/b/d Site/Architectural Plan Approval (Listed in Sec 1-2-1)
- \$ t/b/d CSM Review (\$10 lot/\$30 min)
- Subdivision Plat (fee to be determined)
- \$ 350 Zoning District Change
- \$ 350 Conditional Use
- \$ t/b/d Annexation Request (State Processing Fees Apply)
- \$ 350 Variance/Board of Appeals
- \$ t/b/d Other

Schedule

- Application Submittal Date 9/30/21
- Date Fee(s) Paid 09/30/21
- Plan(s) Submittal Date 10/06/21
- Plan Comm Appearance 10/11/21

\$ _____ TOTAL FEE PAID

APPLICATION, PLANS & FEE RECEIVED BY VB



LEGEND

District Zoning Map 2020
Zoning as of January 1, 2020

Conservancy Districts

- C-1 Conservancy
- C-2 Conservancy

Residential Districts

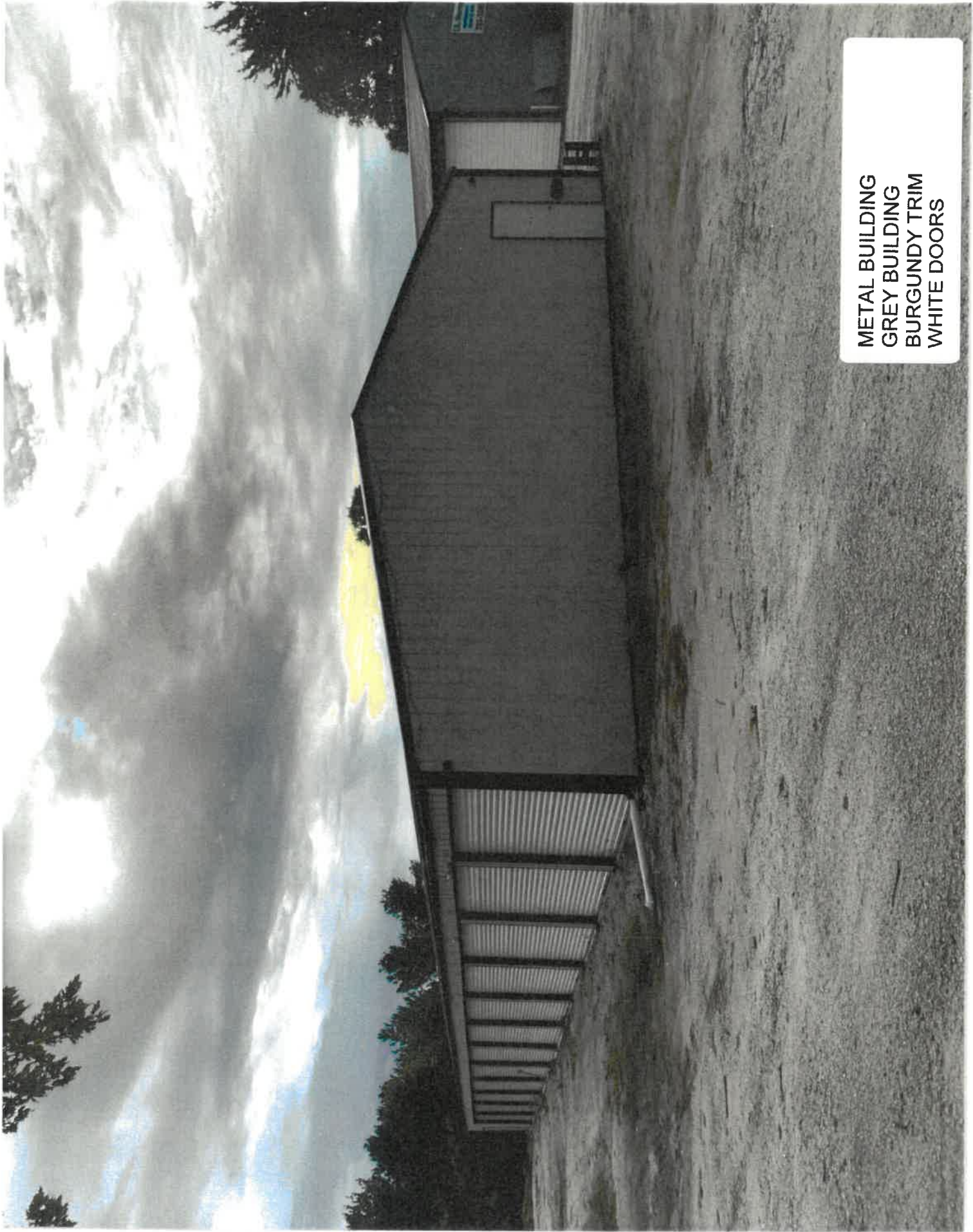
- R-1 1-Family Residential
- R-2 1-2 Family Residential
- R-3 1-2 Family Residential
- R-4 Multi-Family Residential
- CSD Conservation Subdivision District
- PUD Planned Unit Development
- PDD Planned Development District
- TND Traditional Neighborhood Development

Business Districts

- B-1 Business District
- B-2 Business District
- B-3 Business District
- IPF Institutional/Public Facilities District
- OSB Office Service Business District
- WFB Waterfront Business District

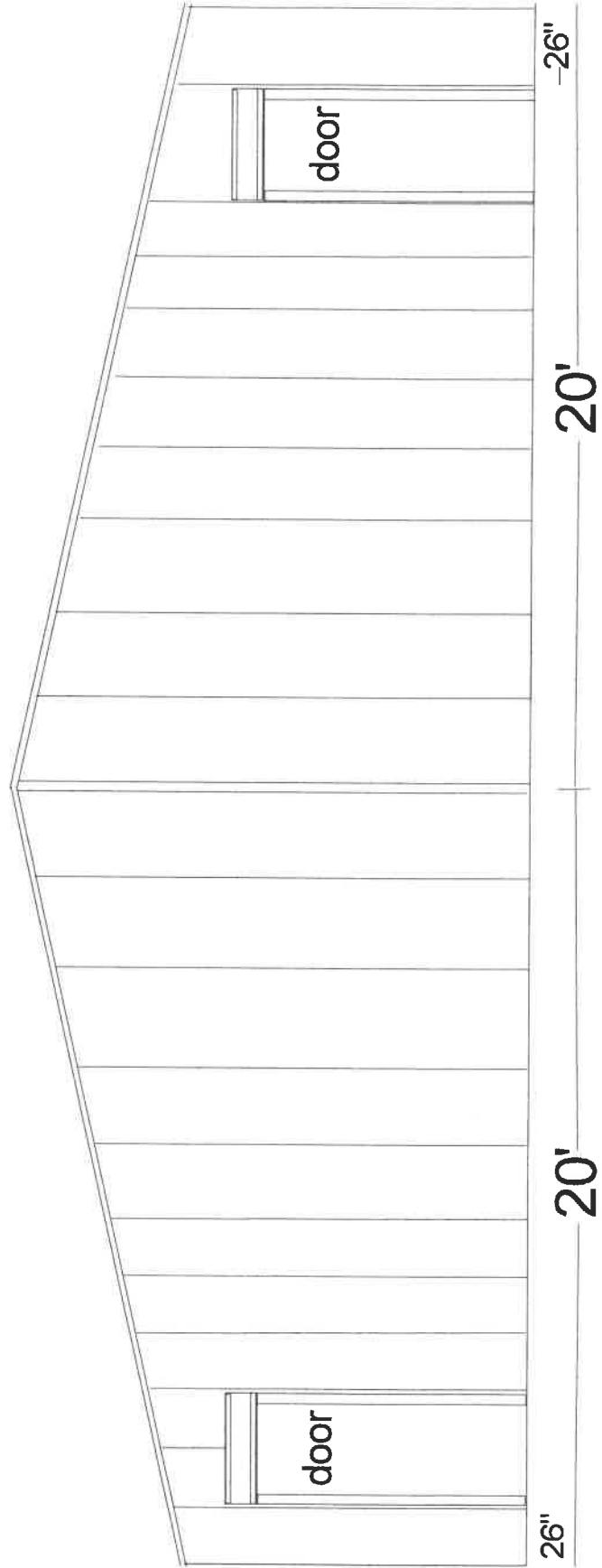
Industrial Districts

- I-1 Industrial District
- I-2 Industrial District
- I-3 Industrial District



METAL BUILDING
GREY BUILDING
BURGUNDY TRIM
WHITE DOORS

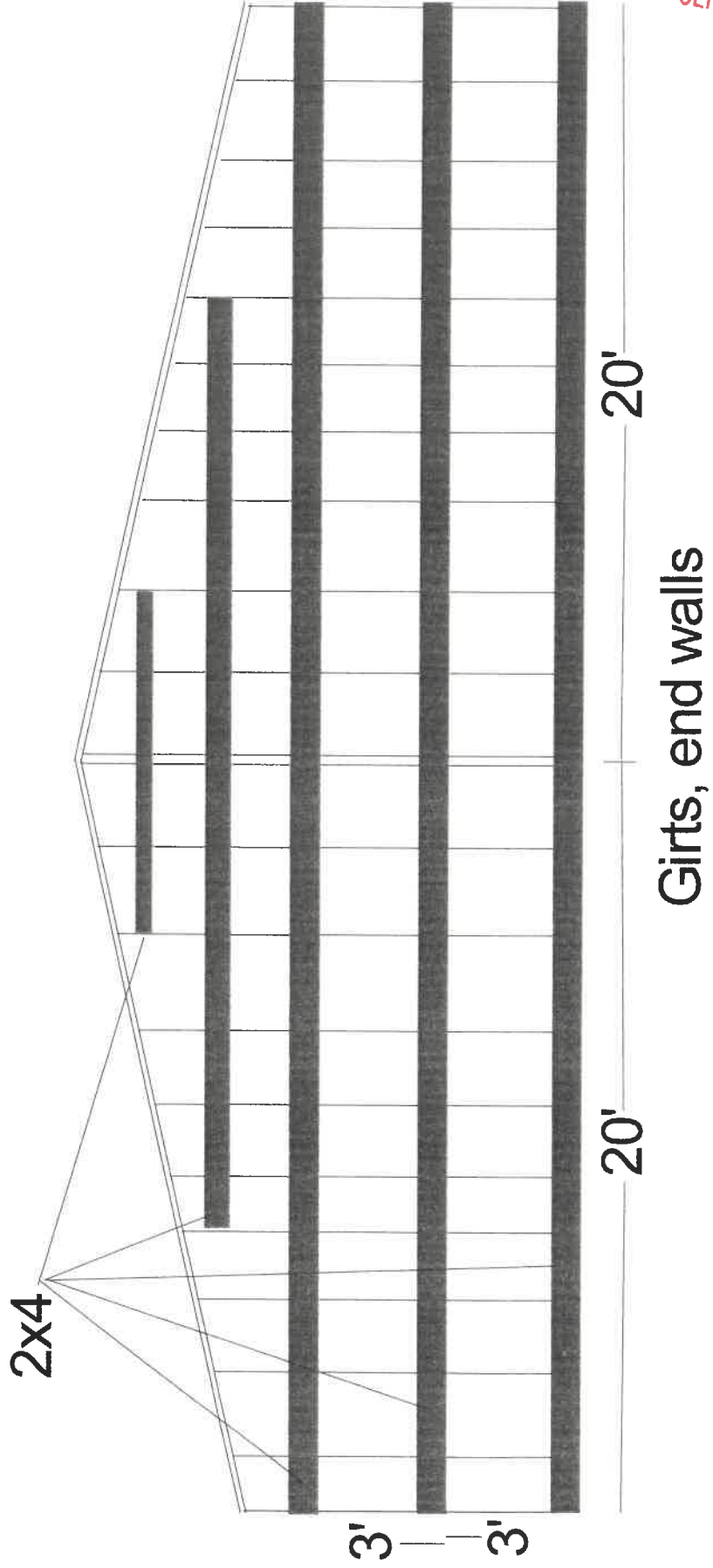
TR Storage 2005 Hawthorne Ave, Two Rivers, WI



End wall door placement

RECEIVED
SEP 28 2021

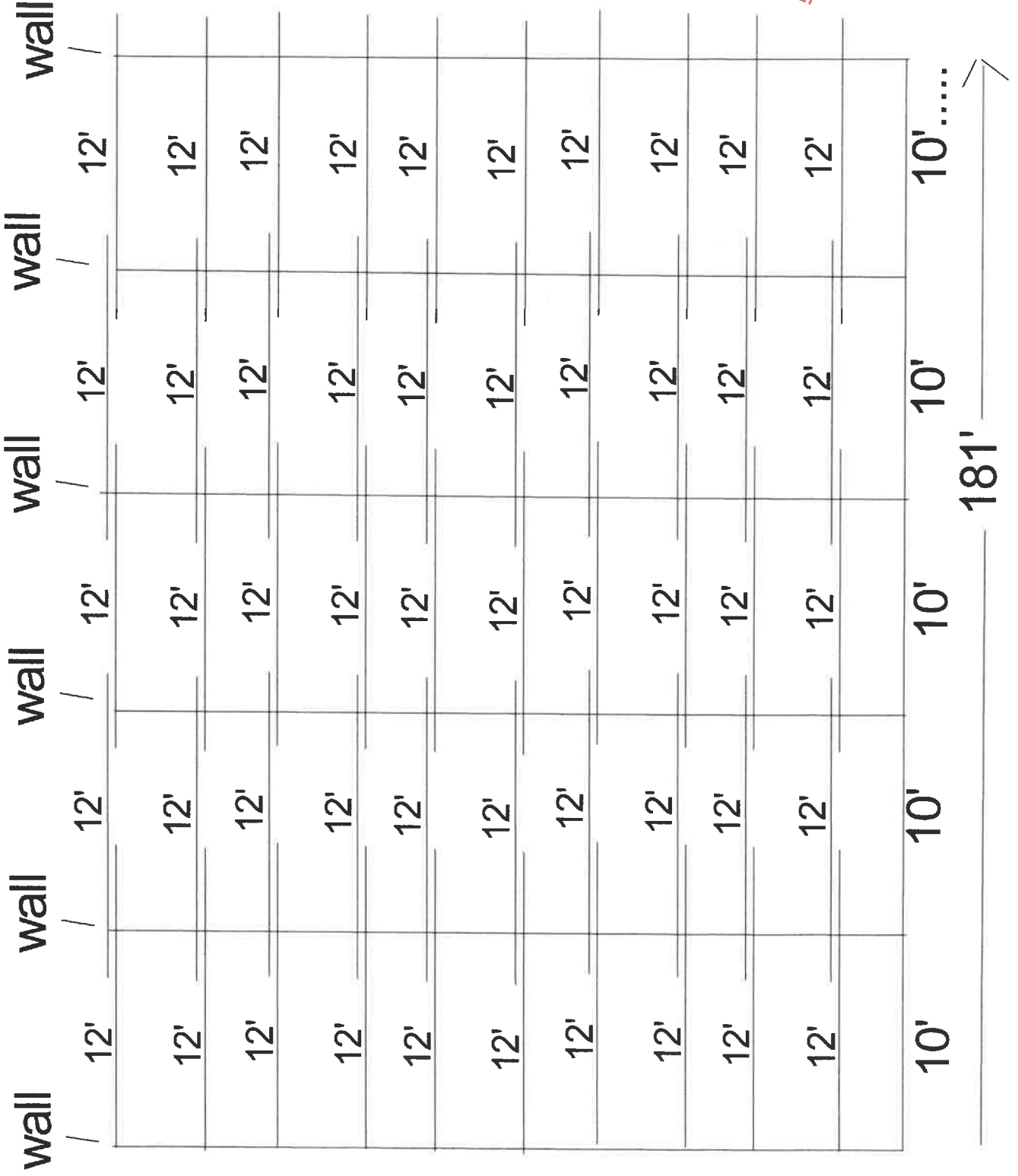
TR Storage 2005 Hawthorne Ave, Two Rivers, WI



RECEIVED
SEP 28 2021

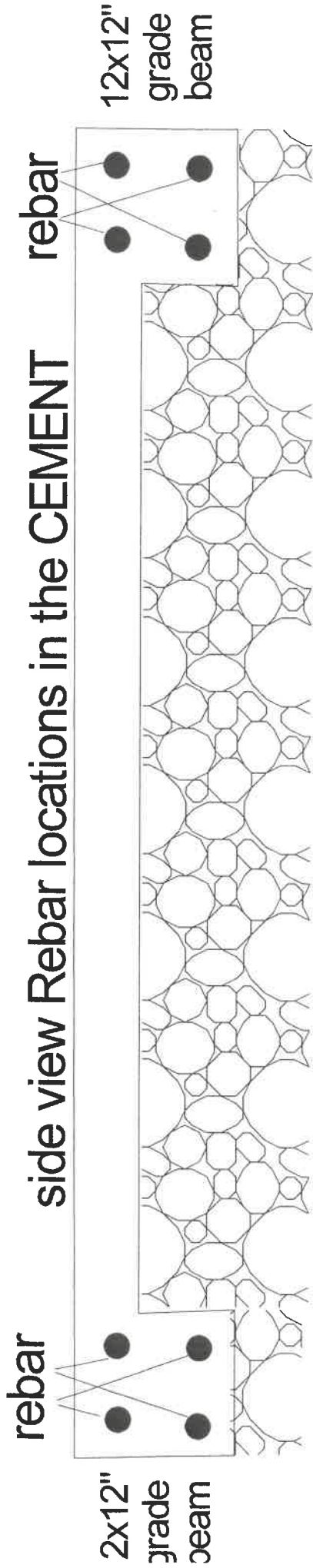
TR Storage 2005 Hawthorne Ave, Two Rivers, WI

top view purlins

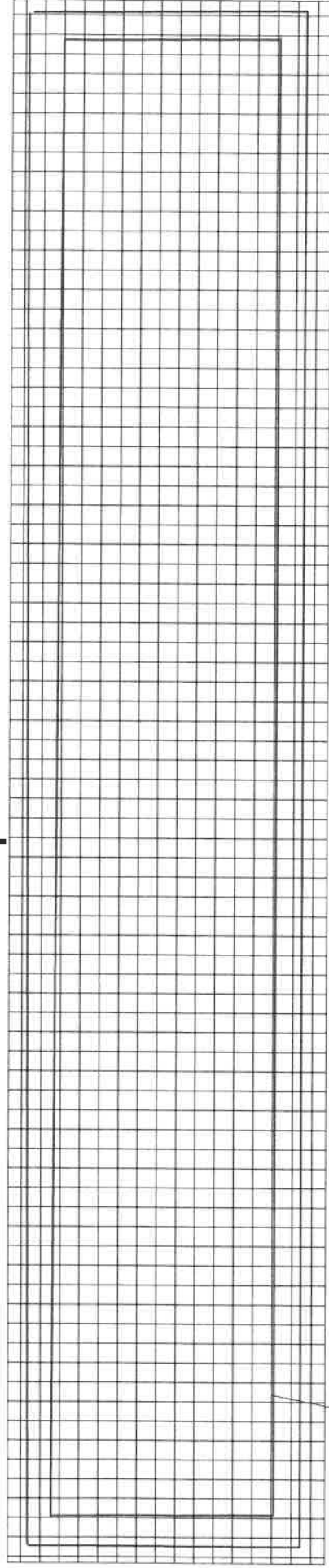


RECEIVED
SEP 28 2021

~~RECEIVED
SEP 26 2021~~



top view



6"x6" steel wire mesh

ex: 40' x 181'

4" concrete 5 bag mix 3000 psi
 12" x 12" grade beam 5 bag mix
 TR STORAGE, Ryan & Tara Ross
 2005 Hawthorne Ave, Two Rivers, WI 54241

RECEIVED
 SEP 28 2021

RECEIVED
SEP 28 2021

Site Address: 2005 Hawthorne Ave, Two Rivers

Project Information

County Location: Manitowoc
City: Two Rivers
Project Type: New Building
Building 1 Area: 40' x 181'
Building 2 Area: 40' x 181'
Building 3 Area: 40' x 181'
Mean Roof Height: 11'7"
No. stories: 1
Occupancy group: S-1. Storage
Construction type: VB
unheated, unsprinklered,
Occupancy load: unoccupied
Required Separation: none required
Roof Slope 2.5:12
Roof Surface: slippery – not used
Allowable Height: 1 story

SNOW DESIGN

Ground Snow Load, $P_g = 40.0$ psf
snow load importance factor, $I_s = 1.0$
roof snow load (balanced) = 33.6 psf
snow load exposure factor, $C_s = 1.0$

EARTHQUAKE DESIGN DATA

seismic use group: 1
site class: D
seismic design category: A

WIND DESIGN DATA

basic wind speed: 115.0 mph
wind load resistance design: ASCE 7-10
wind load exposure category: C
wind load importance factor, 1.0

SOIL DATA

Soil class: Class 4-firm
Presumed soil load bearing value 2,000 psf

TR Storage 2005 Hawthorne Ave, Two Rivers, WI 54241

DRAFT

CONDITIONAL USE PERMIT City of Two Rivers

Document Number

Permit No. 2021-07

Before the City Council of the City of Two Rivers, Manitowoc County, Wisconsin, regarding the premises at 2005 Hawthorne Avenue in the City of Two Rivers, Manitowoc County, State of Wisconsin, further described as:

See "Exhibit A" Attached

Inspections Department
City of Two Rivers
PO Box 87
Two Rivers, WI 54241-0087

Parcel ID Numbers: 053-202-101-050.01
053-202-101-070.07

Zoning Classification of the Premises is: B-2 Business District/Conditional Use for a Self-Storage Facility.
Mailing Address of the Premises is: T.R. Storage, LLC, c/o Ryan Ross, 247 Baker Lane, Mishicot, WI 54228

WHEREAS, the Zoning Code and Zoning District Map of the above named municipality, pursuant to State Statute, state that the premises may not be used for the purpose hereinafter described but that upon petition such use may be approved by the municipality as a Conditional Use in particular circumstances as defined by the standards in the Zoning Ordinance; and

Petition therefore having been made, and public hearing held thereon, and the City Council of the City of Two Rivers having determined that by reason of the particular nature, character and circumstances of the proposed use, and of the specific and contemporary conditions, permit of such use upon the terms and conditions hereinafter prescribed would be consistent with the requirements of the Zoning Ordinance.

Now, therefore, it is permitted, subject to compliance with the terms and conditions hereinafter stated, that the Premises may be used for the purpose of establishing a self-storage facility.

Permitted by action of the City Council of the City of Two Rivers on November 1, 2021.

Original filed in the office of the City Clerk of the City of Two Rivers, Wisconsin

The Conditions of this Permit are:

1. This Permit shall become effective upon the execution and recording by the Owner of the Premises as acceptance hereof.
2. This Permit shall be void unless proper application, pursuant to the Building and Zoning Codes of this Municipality, for appropriate Building and Zoning Use Permits in conformity to this Permit, is made within twelve (12) months of the date hereof.
3. This Permit is subject to amendment and termination in accordance with the provisions of the Zoning Code of this Municipality.
4. Construction and operation of the use permitted shall be in strict conformity to the approved Site and Architectural Plans filed in connection with the Petition for this Permit and such plans are incorporated herein by reference as if set forth in detail herein.
5. Any substantial change or expansion of the facilities permitted by the initial issuance of this Permit would require approval by the Plan Commission and City Council as an amendment to this Permit.
6. This Permit is granted to Ryan Ross, d/b/a T.R. Storage, LLC and shall not lapse upon a change in ownership. The land use described herein may continue upon a change in ownership provided all operations are continued in strict accordance with this permit.
7. This permit shall lapse should the land use described herein cease for more than twelve (12) months.
8. Any conditions of this Permit which would normally be the responsibility of the owner or tenant of the premises shall be made part of the tenant's lease by the owner, which lease shall contain provisions for posting of the pertinent conditions to notify tenants and employees thereof as may be necessary to carry out the conditions.
9. Conditions of Operations:
 - a. Self-storage units may be rented or leased only for the storage of household or personal goods, vehicles, recreational vehicles, boats, business supplies or contractor supplies.
 - b. No sales, service, repair, fabrication or manufacturing activities are permitted in the storage units.
 - c. No animal, livestock, rabbits, fowl or poultry of any kind shall be raised, bred or kept in any unit.
 - d. No noxious, offensive, boisterous or illegal activity shall be carried on or conducted in any unit, nor shall anything be done therein, either willfully or negligently, which may or become an annoyance or a public nuisance.
 - e. There shall be no outdoor operations or storage.
 - f. No hazardous substances or materials as defined by federal, state or local laws shall be brought upon, kept or used in, on or about a unit, except for small quantities of gasoline or motor oil necessary for motor vehicles.
 - g. The building shall comply with applicable Building and Fire Codes and safety requirements.
 - h. Signage in accord with the City's Sign Code.

CITY OF TWO RIVERS
CONDITIONAL USE PERMIT 2021-07

Exhibit "A"

Parcel 1 (2005 Hawthorne Avenue):

That part of the NE1/4 of the NE1/4 of Section 2, Township 19 North, Range 24 East, lying on the Northeasterly side of the so-called Town Line Road (CTH "D"), and contained within the following boundaries:

Commencing at the point of intersection of the center line of said Town Line Road (CTH "D") and the North City limit line of the City of Two Rivers; measure thence North 33° 10' West a distance of 300.1 feet; thence North 40° 18' West a distance of 332.27 feet; the point thus reached is the real starting point. From this real starting point measure North 49° 27' West a distance of 154.6 feet, thence North 58° 53' West a distance of 99.85 feet, thence North 34° 16' East a distance of 948 feet to a point in the North line of said Section 2; thence Easterly along said North line a distance of 493.7 feet to the Northeast corner of said Section 2, a distance of 688 feet; thence South 73° 19' West a distance of 867.2 feet back to the real starting point, excepting therefrom that portion thereof described in that certain Deed recorded in Volume 269 of Deeds on Page 544, Register's of Deed's Office, Manitowoc, Wisconsin

Parcel ID Number: 053-202-101-050.01

-and-

Parcel 2 (vacant lot):

Part of the NE1/4 of the NE1/4 of Section 2, Township 19 North, Range 24 East, as described in Volume 245 of Deeds, Page 336, Manitowoc County, Wisconsin, Records, described as commencing at the intersection of the North City limits of the City of Two Rivers (as it existed in July 1949) and the centerline of Town Line Road (CTH "D"); thence along the centerline of said road North 35° 42' West 280.2 feet; thence continuing along said road centerline North 42° 20' West 335.2 feet; thence continuing along said road centerline North 51° 26' West 154.8 feet; thence continuing along said road centerline North 60° 55' West 99.5 feet; thence North 31° 55' East 30 feet to the point of beginning; thence North 31° 55' East 194.7 feet; thence South 89° West 127 feet; thence South 1° 0' East 150 feet; thence South 60° 55' East 20 feet to the point of beginning

Parcel ID Number: 053-202-101-070.07



TWO RIVERS
WISCONSIN

LAND DEVELOPMENT APPLICATION

APPLICANT Green Acres Landscaping Inc TELEPHONE _____

MAILING ADDRESS 247 Baker Ln Mishicot WI 54228
(Street) (City) (State) (Zip)

PROPERTY OWNER TR Storage TELEPHONE 920 755 2865

MAILING ADDRESS 247 Baker Ln Mishicot WI 54228
(Street) (City) (State) (Zip)

REQUEST FOR:

- | | | | |
|-------------------------------------|----------------------------------|-------------------------------------|---------------------------|
| <input type="checkbox"/> | Comprehensive Plan Amendment | <input checked="" type="checkbox"/> | Conditional Use |
| <input checked="" type="checkbox"/> | Site/Architectural Plan Approval | <input type="checkbox"/> | Annexation Request |
| <input type="checkbox"/> | Subdivision Plat or CSM Review | <input type="checkbox"/> | Variance/Board of Appeals |
| <input type="checkbox"/> | Zoning District Change | <input type="checkbox"/> | Other |

STATUS OF APPLICANT: Owner Agent Buyer Other

PROJECT LOCATION 2005 Hawthorne Ave TYPE OF STRUCTURE na

PRESENT ZONING D-2 REQUESTED ZONING D-2 w/CUP

PROPOSED LAND USE ~~Storage~~ ~~Landscaping~~ ~~Landscaping~~ ~~contractor~~

PARCEL # OS3-202-101-050 .014 070.67 ACREAGE 4.57+/-

LEGAL DESCRIPTION see attached

NOTE: Attach a one-page written description of your proposal or request.

The undersigned certifies that he/she has familiarized himself/herself with the state and local codes and procedures pertaining to this application. The undersigned further hereby certifies that the information contained in this application is true and correct.

Signed Kyran Ross Date 9-22-21
(Property Owner)

Fee Required

- \$ 350 Comprehensive Plan Amendment
- \$ 1/b/d Site/Architectural Plan Approval (Listed in Sec 1-2-1)
- \$ 1/b/d CSM Review (\$10 lot/\$30 min)
- Subdivision Plat (fee to be determined)
- \$ 350 Zoning District Change
- \$ 350 Conditional Use
- \$ 1/b/d Annexation Request (State Processing Fees Apply)
- \$ 350 Variance/Board of Appeals
- \$ 1/b/d Other

Schedule

- Application Submittal Date 09/30/21
- Date Fee(s) Paid 09/30/21
- Plan(s) Submittal Date 10/06/21
- Plan Comm Appearance 10/11/21

\$ _____ TOTAL FEE PAID APPLICATION, PLANS & FEE RECEIVED BY VR

RECEIVED
SEP 30 2021

Good Afternoon!

My name is Ryan Ross owner of Green Acres Landscaping Inc. I am a full service landscaping company for over over 40 years. We mow lawns, landscape and maintain properties.

We are seeking relocation to 2005 Hawthorne Ave. Two Rivers. We will be parking trucks and trailers on the north side of the property. When the crewman come in to work around 7:30 am they will check the oil on the truck they are going to take, exchange the work vehicle for there personal vehicle and leave the property to take on the day.

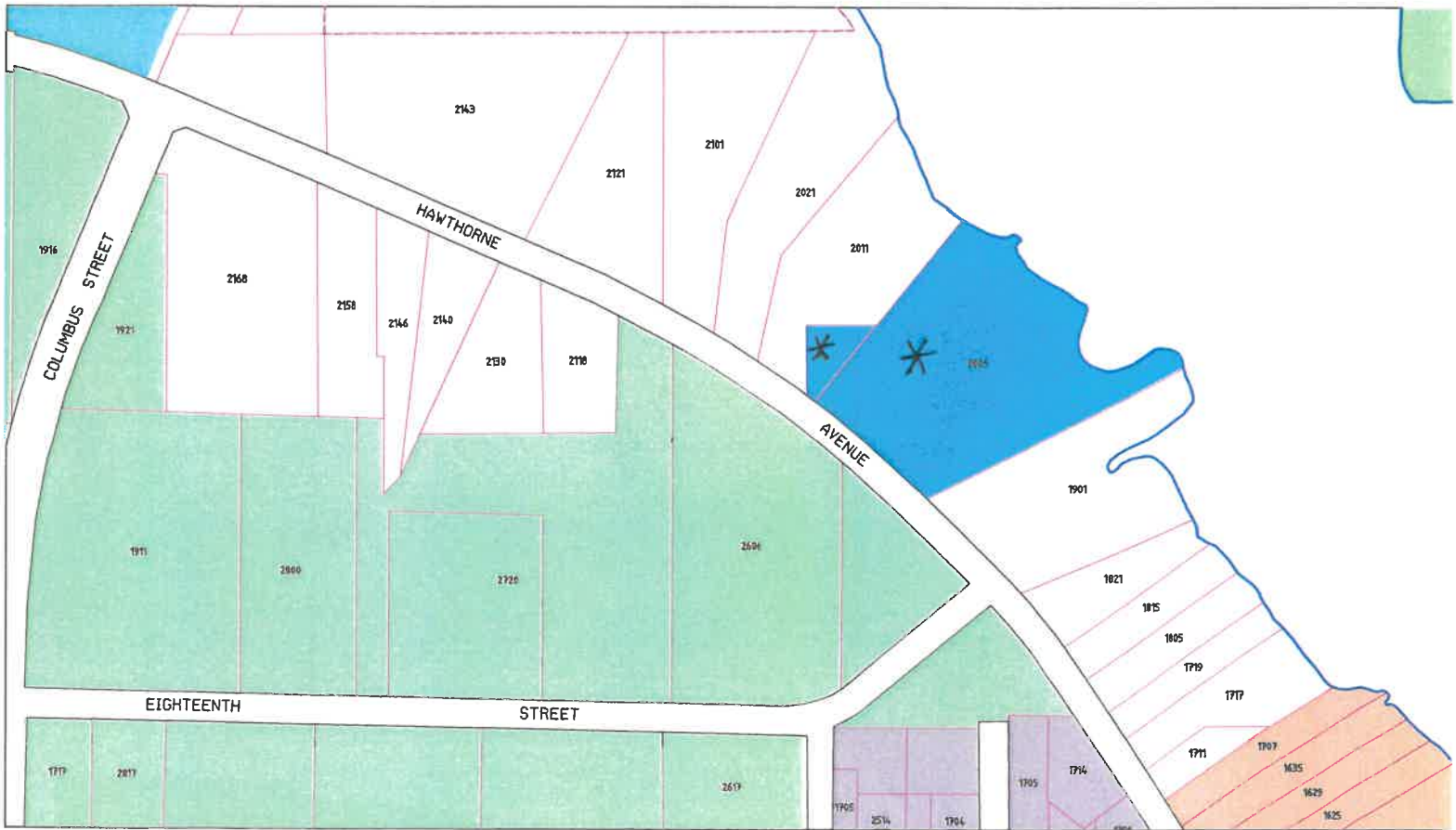
We will not have landscape material in the front of the building nor will there be gross amounts of debris cluttering up the property. Our mission is to keep a clean environment and ensure that our surroundings are well kept.

We have a variety of vehicles that will be parked on site, they mostly are normal looking pick up trucks. The current vehicles are pick up trucks, vans, and small dump trucks, most of which are good running quiet vehicles. The variety of trailers we have include flat beds and enclosed trailers. Some are 8' long some are 16' long. The trucks and trailers at the shop may be empty and sometimes there may be some shovels, wheel barrows or other tools.

Our normal hours of operation are 7:30 – 4:00. When the guys come in at 7:30 they collect there info, truck, equipment and head out for the day they usually return at 4 depending on the season or what the daily weather may be.

Thank you

Ryan Ross



LEGEND

District Zoning Map 2020
Zoning as of January 1, 2020

Conservancy Districts

- C-1 Conservancy
- C-2 Conservancy

Residential Districts

- R-1 1-Family Residential
- R-2 1-2 Family Residential
- R-3 1-2 Family Residential
- R-4 Multi-Family Residential
- CSD Conservation Subdivision District
- PUD Planned Unit Development
- PDD Planned Development District
- TND Traditional Neighborhood Development

Business Districts

- B-1 Business District
- B-2 Business District
- B-3 Business District
- IPF Institutional/Public Facilities District
- OSB Office Service Business District
- WFB Waterfront Business District

Industrial Districts

- I-1 Industrial District
- I-2 Industrial District
- I-3 Industrial District

DRAFT

**CONDITIONAL USE
PERMIT
City of Two Rivers**

Document Number

Permit No. 2021-06

Before the City Council of the City of Two Rivers, Manitowoc County, Wisconsin, regarding the premises at 2005 Hawthorne Avenue in the City of Two Rivers, Manitowoc County, State of Wisconsin, further described as:

See "Exhibit A" Attached

Inspections Department
City of Two Rivers
PO Box 87
Two Rivers, WI 54241-0087

Parcel ID Numbers: 053-202-101-050.01
 053-202-101-070.07

Zoning Classification of the Premises is: B-2 Business District/Conditional Use for a Landscape Contractor.
Mailing Address of the Premises is: Green Acres Landscaping, Inc., c/o Ryan Ross, 247 Baker Lane, Mishicot, WI 54228

WHEREAS, the Zoning Code and Zoning District Map of the above named municipality, pursuant to State Statute, state that the premises may not be used for the purpose hereinafter described but that upon petition such use may be approved by the municipality as a Conditional Use in particular circumstances as defined by the standards in the Zoning Ordinance; and

Petition therefore having been made, and public hearing held thereon, and the City Council of the City of Two Rivers having determined that by reason of the particular nature, character and circumstances of the proposed use, and of the specific and contemporary conditions, permit of such use upon the terms and conditions hereinafter prescribed would be consistent with the requirements of the Zoning Ordinance.

Now, therefore, it is permitted, subject to compliance with the terms and conditions hereinafter stated, that the Premises may be used for the purpose of a landscaper contractor.

Permitted by action of the City Council of the City of Two Rivers on November 1, 2021.
Original filed in the office of the City Clerk of the City of Two Rivers, Wisconsin

The Conditions of this Permit are:

1. This Permit shall become effective upon the execution and recording by the Owner of the Premises as acceptance hereof.
2. This Permit shall be void unless proper application, pursuant to the Building and Zoning Codes of this Municipality, for appropriate Building and Zoning Use Permits in conformity to this Permit, is made within twelve (12) months of the date hereof.
3. This Permit is subject to amendment and termination in accordance with the provisions of the Zoning Code of this Municipality.
4. Construction and operation of the use permitted shall be in strict conformity to the approved Site and Operation Plans filed in connection with the Petition for this Permit and such plans are incorporated herein by reference as if set forth in detail herein.
5. Any substantial change or expansion of the facilities permitted by the initial issuance of this Permit would require approval by the Plan Commission and City Council as an amendment to this Permit.
6. This Permit is specifically issued to Ryan Ross, d/b/a Green Acres Landscaping, Inc. and shall lapse upon a change in business ownership or tenancy of the subject premises; or if the land uses ceases operation for more than 12 months.
7. Conditions of Operations:
 - a. Hours of operation: 7:30AM - 4PM, Monday - Saturday. No Sunday operations.
 - b. Outdoor storage of vehicles, trailers and equipment limited to designated area shown on the approved Site Plan.
 - c. No retail operations or storage of landscape materials.
 - d. Should the existing tree buffers be removed or diminished, the Permittee shall install a six-foot high privacy fence along the property lines adjacent to any residential use.
 - e. Signage in accord with the City's Sign Code.

CITY OF TWO RIVERS
CONDITIONAL USE PERMIT 2021-05

Exhibit "A"

Parcel 1 (2005 Hawthorne Avenue):

That part of the NE1/4 of the NE1/4 of Section 2, Township 19 North, Range 24 East, lying on the Northeasterly side of the so-called Town Line Road (CTH "D"), and contained within the following boundaries:

Commencing at the point of intersection of the center line of said Town Line Road (CTH "D") and the North City limit line of the City of Two Rivers; measure thence North 33° 10' West a distance of 300.1 feet; thence North 40° 18' West a distance of 332.27 feet; the point thus reached is the real starting point. From this real starting point measure North 49° 27' West a distance of 154.6 feet, thence North 58° 53' West a distance of 99.85 feet, thence North 34° 16' East a distance of 948 feet to a point in the North line of said Section 2; thence Easterly along said North line a distance of 493.7 feet to the Northeast corner of said Section 2, a distance of 688 feet; thence South 73° 19' West a distance of 867.2 feet back to the real starting point, excepting therefrom that portion thereof described in that certain Deed recorded in Volume 269 of Deeds on Page 544, Register's of Deed's Office, Manitowoc, Wisconsin

Parcel ID Number: 053-202-101-050.01

-and-

Parcel 2 (vacant lot):

Part of the NE1/4 of the NE1/4 of Section 2, Township 19 North, Range 24 East, as described in Volume 245 of Deeds, Page 336, Manitowoc County, Wisconsin, Records, described as commencing at the intersection of the North City limits of the City of Two Rivers (as it existed in July 1949) and the centerline of Town Line Road (CTH "D"); thence along the centerline of said road North 35° 42' West 280.2 feet; thence continuing along said road centerline North 42° 20' West 335.2 feet; thence continuing along said road centerline North 51° 26' West 154.8 feet; thence continuing along said road centerline North 60° 55' West 99.5 feet; thence North 31° 55' East 30 feet to the point of beginning; thence North 31° 55' East 194.7 feet; thence South 89° West 127 feet; thence South 1° 0' East 150 feet; thence South 60° 55' East 20 feet to the point of beginning

Parcel ID Number: 053-202-101-070.07

**CITY OF TWO RIVERS
COUNCIL PROCEEDINGS
REGULAR MEETING
OCTOBER 18, 2021 – 6:00 PM
Council Chambers – City Hall
MINUTES**

- 1) **CALL TO ORDER** by Council President Wachowski at 6:00 p.m.
- 2) **PLEDGE OF ALLEGIANCE**
- 3) **ROLL CALL BY CITY CLERK**

Attendee Name	Title	Status
Adam Wachowski	President	Present
Bill LeClair	Councilmember	Present
Bonnie Shimulunas	Councilmember	Present
Darla LeClair	Vice-President	Present
Jeff Dahlke	Councilmember	Present
Jay Remiker	Councilmember	Excused
Tracey Koach	Councilmember	Present
Mark Bittner	Councilmember	Present

Also present were: Dave Buss, Finance Director; Jeff Dawson, Library Director; Brian Dellemann, Electric Utility Director; Steve Denzien, Fire Chief; Brian Kohlmeier, Police Chief; Jim McDonald, Public Works Director; Rick Powell, IS Supervisor; Elizabeth Runge, Community Development Director/City Planner; Greg Buckley, City Manager; and Jack Bruce, City Attorney.

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

Motion to allow Councilmember D. LeClair to participate in the meeting from a remote location.

RESULT:	APPROVED BY VOICE VOTE [UNANIMOUS]
MOVER:	Mark Bittner
SECONDER:	Tracey Koach
AYES:	Adam Wachowski, Bill LeClair, Bonnie Shimulunas, Darla LeClair, Jeff Dahlke, Tracey Koach, Mark Bittner
EXCUSED:	Jay Remiker

- 5) **PUBLIC HEARING**

- A. Ordinance to Amend Municipal Code 2-1-2, entitled "Division of City Into Wards" to Designate Ward Boundaries and Polling Locations

City Clerk Jamie Jackson provided overview of the reason for the recreation of ward boundaries to align within Manitowoc County’s newly recreated supervisory districts following the recent census and the decrease from four to two polling locations.

Council President Wachowski opened the public hearing and made three calls for public input. There were no members of the public present and wishing to comment during the public hearing. The public hearing was closed.

Recommended Action:

Motion to waive reading and adopt the ordinance

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Bill LeClair
SECONDER:	Mark Bittner
AYES:	Adam Wachowski, Bill LeClair, Bonnie Shimulunas, Darla LeClair, Jeff Dahlke, Tracey Koach, Mark Bittner
EXCUSED:	Jay Remiker

6) INPUT FROM THE PUBLIC

None.

7) COUNCIL COMMUNICATIONS

Letters and other communications from citizens

Councilmember Bittner reported that a citizen contacted him concerned about bicyclists ignoring pedestrians on sidewalks. Police Chief Brian Kohlmeier was invited to speak and indicated that the City has regulations regarding operating bicycles on sidewalks and the public was recently reminded of these regulations via a social media posting by the Police Department. Chief Kohlmeier also indicated that e-bikes are becoming more popular and he plans to be ready for a discussion on e-bikes at the November 15th Council meeting.

Councilmember Dahlke reported that he received a citizen complaint stating that comments are missing from the City’s Facebook page—that is, the number of comments indicated does not correspond to the actual number of comments available to read. The City Manager responded that the only time comments are deleted by the parties with administrative access is when the comment contains profanity. IS Supervisor Rick Powell noted that the number of comments indicated may not change when a comment is deleted by the person who posted the comment.

Council President Wachowski reported that he also received a complaint about bicyclists on sidewalks. Additionally, he congratulated Parks & Recreation Director Terri Vosters for being named the WPRA Aquatics Section Region 2 Representative for 2022. The City of Two Rivers will also be hosting WPRA’s Region 2 meeting in December 2021.

8) COUNCIL REPORTS FROM BOARDS/COMMISSIONS/COMMITTEES

Councilmember Bittner reported that the Room Tax Commission meets on Thursday, October 21st at 10:00 am at City Hall and the Personnel & Finance Committee meets on Wednesday, October 20th at 6:00 pm at City Hall for a budget review session. The meetings are open to the public.

9) CITY MANAGER'S REPORT

A. INVITED GUESTS

None.

B. STATUS UPDATE/REPORTS

1. October 9th Marine Sanctuary Event at Wisconsin Maritime Museum
Mr. Buckley reported that he attended an event at the Wisconsin Maritime Museum on October 9th to celebrate Wisconsin's Shipwreck Coast National Marine Sanctuary. The event included a boat trip by federal, state and local officials to the site of the wreck of the Francis Hinton, a wooden, steam powered barge that went down off Manitowoc in 1909. Marine archeologist Tamara Thomsen of the Wisconsin Historical Society narrated the tour.

The City of Two Rivers has actively supported creation of the sanctuary, from the initial application by the State of Wisconsin in 2014 through final approval in Summer 2021.

Some of Lake Michigan's most famous shipwrecks lie beneath the waters off Two Rivers and Rawley Point. More information can be found at <https://sanctuaries.noaa.gov/wisconsin/>.

2. Lot Sales by Community Development Authority at Sandy Bay Highlands Conservation Subdivision
Mr. Buckley reported that there have been three lots sales at Sandy Bay Highlands Conservation Subdivision so far in 2021 and an offer was received recently for two lots to be combined as a single home site.
3. City Proposal to Purchase County-Owned, Tax Acquired Parcel on 20th Street –Action by County Finance Committee on October 11th
Mr. Buckley reported that the Manitowoc County Finance Committee accepted a bid from the City of Two Rivers to purchase the County's tax acquired parcel on 20th Street with the condition that a purchase agreement be prepared that is acceptable to both parties.
4. 25th and Madison Streets Reconstruction Projects
Mr. Buckley reported that paving on Madison Street was performed this week. Intersections, driveways, and approaches are expected to be poured during the week of October 25th. The 2021 projects to reconstruct portions of 24th Street, 25th Street, and Madison Street represent an infrastructure investment of approximately \$4.2 million, all nearing completion.
5. Recent Events: Lions Club Applefest; Breakfast in the Park K-9 Fundraiser
Mr. Buckley reported that Lions Club Applefest and a Breakfast in the Park K-9 Fundraiser were recently held. Chief Kohlmeier reported that the K-9

fundraiser was the biggest fundraiser to date and thanked the Two Rivers Optimist Club and Leigh Stegemann for their efforts with the event. An upcoming K-9 fundraiser will be hosted by Scare USA. T-Shirts are also available for purchase at the Police Department, Lucky Paws Pet Grooming, and the Two Rivers Clothing Company.

6. Upcoming Events

Mr. Buckley reported on upcoming events including:

- a. Senior Center Health & Information Fair, Thursday, October 21st, 8:00 – 11:45 am
- b. Main Street Fall Wine and Beer Walk, Friday, October 29th, 5:00 – 8:30 pm
- c. Main Street Downtown Trick-or-Treat, Saturday, October 30th, 11:00 am – 2:00 pm
- d. Recommended Neighborhood Trick-or-Treating, Sunday, October 31st, 4:30 pm – 7:00 pm

7. Other

Mr. Buckley reported on details of the City's current leaf collection schedule and shared top site visits for the City's online municipal code and www.exploretworivers.com.

C. LEGISLATIVE/INTERGOVERNMENTAL

Mr. Buckley reported on a new set of bills encouraging the development of workforce housing in communities.

Council Vice President D. LeClair reported on the passing of General Colin Powell and extended thoughts and prayers to his family.

10) CONSENT AGENDA

A. Presentation of Minutes

1. Closed Session City Council – September 27, 2021
2. Regular City Council – October 4, 2021
3. Joint City Council with Central Park West 365 Planning Committee – October 7, 2021

Recommended Action:

Motion to waive reading and adopt the minutes

B. Reports

1. Minutes of Meetings:
 - a. Public Utilities Committee, October 5, 2021
 - b. Public Works Committee, October 6, 2021
 - c. Plan Commission, October 11, 2021
 - d. Personnel & Finance Committee, October 13, 2021
 - e. Lester Public Library, September 14, 2021
2. Department Reports, September 2021:
 - a. City Clerk
 - b. Community Development

- c. Electric
 - d. Fire, August and September
 - e. Inspections
 - f. Library
 - g. Parks & Recreation
 - h. Police
 - i. Public Works
 - j. Safety
 - k. Water
3. Summary of Verified Bills for the Month of September 2021 for \$2,497,467.92

Recommended Action:

Motion to receive and file

C. Applications and Petitions

1. Applications for Temporary Class “B” Licenses
 - a. Friends of Two Rivers Snowfest, Halloween Bash, Saturday, October 30, 2021, 7:00 pm – 12:00 am, 2022 Washington Street-Cleveland Cycleworks/Arcade
 - b. Two Rivers Main Street Inc., Fall Wine and Beer Walk, Friday, October 29, 2021, 5:00 pm – 8:30 pm, various locations on Washington Street and 16th Street

Recommended Action:

Motion to approve the applications and authorize issuance of the licenses

D. Recommendations From Plan Commission Meeting of October 11, 2021

1. Conditional Use Permit for Ross Auto & Transmission Service, LLC at 2005 Hawthorne Avenue, submitted by Jake Ross (tenant) and Ryan Ross, T.R. Storage, LLC (property owner)
2. Conditional Use Permit for Green Acres Landscaping, Inc. at 2005 Hawthorne Avenue, submitted by Ryan Ross, T.R. Storage, LLC (business and property owner)
3. Conditional Use Permit to construct a self-storage building at 2005 Hawthorne Avenue, submitted by Ryan Ross, T.R. Storage, LLC (business and property owner)

Recommended Action:

Motion to set Public Hearings on each of these applications for Monday, November 1, 2021 at 6:00 pm

RECOMMENDED ACTION FOR CONSENT AGENDA

Motion to approve the Consent Agenda with the various actions recommended

RESULT: APPROVED BY VOICE VOTE [UNANIMOUS]
MOVER: Jeff Dahlke
SECONDER: Bonnie Shimulunas
AYES: Adam Wachowski, Bill LeClair, Bonnie Shimulunas, Darla LeClair, Jeff Dahlke, Tracey Koach, Mark Bittner
EXCUSED: Jay Remiker

11) CITY COUNCIL - FORMAL ITEMS

- A. TID 15 Development Agreement with Sleger Holdings, LLC, Providing for a Direct Grant of up to \$250,000 to Assist with Development of New Facility at Woodland Industrial Park

Recommended Action:

Motion to authorize the City Manager and City Clerk to sign agreement

Motion to authorize the City Manager and City Clerk to sign the agreement as presented with a correction as noted by the City Manager, changing the minimum private investment that must be documented by the company to \$1,000,000.

RESULT: APPROVED BY VOICE VOTE [UNANIMOUS]
MOVER: Mark Bittner
SECONDER: Bill LeClair
AYES: Adam Wachowski, Bill LeClair, Bonnie Shimulunas, Darla LeClair, Jeff Dahlke, Tracey Koach, Mark Bittner
EXCUSED: Jay Remiker

- B. City Manager’s Recommended Appointments to Fund-Raising Committee for the Central Park West 365 Project

Mr. Buckley recommended the following appointments to the Central Park West 365 Fund-Raising Committee:

- Wendy Kozlowski, Central Park West 365 Design Committee Chair
- Cathy Peterson, Central Park West 365 Design Committee Member, Advisory Recreation Board Member
- Darla LeClair, City Council Member, Main Street Board Member
- Gina Krahn, Sepia Chapel Owner, Main Street Board Member
- Brad Bosar, NAPA Auto Parts Owner, Main Street Board Member

Recommended Action:

Motion to approve the appointments as recommended by the City Manager.

RESULT: APPROVED BY VOICE VOTE [UNANIMOUS]
MOVER: Mark Bittner
SECONDER: Tracey Koach
AYES: Adam Wachowski, Bill LeClair, Bonnie Shimulunas, Darla LeClair, Jeff Dahlke, Tracey Koach, Mark Bittner
EXCUSED: Jay Remiker

- C. Resolution Authorizing Purchase of New Property Tax Software and Declaring Official Intent to Reimburse from Proceeds of 2022 Capital Projects Borrowing

Finance Director Dave Buss detailed benefits of the new property tax software and reasons for the upgrade.

Recommended Action:

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

RESULT: APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER: Jeff Dahlke
SECONDER: Mark Bittner
AYES: Adam Wachowski, Bill LeClair, Bonnie Shimulunas, Darla LeClair, Jeff Dahlke, Tracey Koach, Mark Bittner
EXCUSED: Jay Remiker

- D. Recommendation from Public Works Committee Meeting of October 6, 2021: Pursue Street Reconstruction Project for 2022 – 17th Street from East Park Street to Jefferson Street and from East Street to Pierce Street.

Recommended Action:

Motion to affirm the City’s intent to pursue reconstruction of this street, including utilities, during the 2022 construction season, maintaining two-way traffic and parking on one side of the street, with no bike lanes; direct staff to proceed with project design and to do preliminary outreach to abutting property owners regarding the planned project; as recommended by the Public Works Committee

RESULT: APPROVED BY VOICE VOTE [UNANIMOUS]
MOVER: Bill LeClair
SECONDER: Tracey Koach
AYES: Adam Wachowski, Bill LeClair, Bonnie Shimulunas, Darla LeClair, Jeff Dahlke, Tracey Koach, Mark Bittner
EXCUSED: Jay Remiker

- E. Review of Applications for Councilmember Vacancy-Return Completed Rating Matrixes to City Clerk at Meeting for Tabulation

Motion to have City Clerk tabulate candidates ratings using rating matrixes scored by Councilmembers.

RESULT: NO VOTE – MOTION AMENDED
MOVER: Bill LeClair
SECONDER: Tracey Koach

Motion to have City Clerk tabulate candidates ratings using rating matrixes scored by Councilmembers and remove the diversity question from the scoring matrix.

RESULT: APPROVED BY VOICE VOTE [UNANIMOUS]
MOVER: Bill LeClair
SECONDER: Tracey Koach
AYES: Adam Wachowski, Bill LeClair, Bonnie Shimulunas, Darla LeClair, Jeff Dahlke, Tracey Koach, Mark Bittner
EXCUSED: Jay Remiker

Recess to Allow City Clerk to Tabulate Candidate Rating

The candidate ratings were tabulated by the City Clerk and distributed to the Council. The four candidates with the highest ratings were identified as Larry Thomas, Heather Ross, Gregory Coenen, and Scott Stechmesser.

The four other candidates were Jay Orvis, Mike McDaniel, Richard Schultz, and David Vogel.

Recommended Action:

Motion to identify the four top scoring candidates to move onto the interview phase at the October 25th Work Session meeting.

RESULT: APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER: Tracey Koach
SECONDER: Bill LeClair
AYES: Adam Wachowski, Bill LeClair, Bonnie Shimulunas, Darla LeClair, Jeff Dahlke, Tracey Koach, Mark Bittner
EXCUSED: Jay Remiker

12) FOR INFORMATION ONLY

- A. Personnel & Finance Committee Meeting-Budget Review, Wednesday, October 20, 2021, 6:00 pm
- B. City Council Work Session, Monday, October 25, 2021, 6:00 pm
- C. City Council Regular Meeting, Monday, November 1, 2021, 6:00 pm

13) CLOSED SESSION

Motion to enter into closed session at 7:47 pm 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 reasons require a closed session:

- Discuss Possible City Assistance to Economic Development Projects
- Discuss Redevelopment of City-Owned Paragon Property

RESULT: APPROVED WITH ROLL CALL [UNANIMOUS]
MOVER: Bill LeClair
SECONDER: Jeff Dahlke
AYES: Adam Wachowski, Bill LeClair, Bonnie Shimulunas, Darla LeClair, Jeff Dahlke, Tracey Koach, Mark Bittner
EXCUSED: Jay Remiker

14) RECONVENE IN OPEN SESSION

Motion to reconvene in open session at 8:23 pm to consider possible actions in follow-up to closed session discussions.

RESULT: APPROVED BY VOICE VOTE [UNANIMOUS]
MOVER: Jeff Dahlke
SECONDER: Tracey Koach
AYES: Adam Wachowski, Bill LeClair, Bonnie Shimulunas, Darla LeClair, Jeff Dahlke, Tracey Koach, Mark Bittner
EXCUSED: Jay Remiker

15) ADJOURNMENT

Motion to dispense with the reading of the minutes and adjourn at 8:23 pm.

RESULT: APPROVED BY VOICE VOTE [UNANIMOUS]
MOVER: Jeff Dahlke
SECONDER: Bill LeClair
AYES: Adam Wachowski, Bill LeClair, Bonnie Shimulunas, Darla LeClair, Jeff Dahlke, Tracey Koach, Mark Bittner
EXCUSED: Jay Remiker

Jamie Jackson
City Clerk

**CITY OF TWO RIVERS
COUNCIL PROCEEDINGS
WORK SESSION
Monday, October 25, 2021 – 6:00 PM
Council Chambers – City Hall
MINUTES**

1. Call to Order by President Adam Wachowski at 6:02 PM. President Wachowski led the Pledge of Allegiance.

2. Roll Call

Attendee Name	Title	Status	Arrived
Adam Wachowski	President	Present	
Bill LeClair	Councilmember	Present	
Bonnie Shimulunas	Councilmember	Present	
Darla LeClair	Councilmember	Present	
Jeff Dahlke	Councilmember	Present	
Jay Remiker	Councilmember	Present	
Tracey Koach	Councilmember	Present	
Mark Bittner	Councilmember	Present	

Also present were Brian Dellemann, Electric Utility Director; Jim McDonald, Public Works Director; Elizabeth Runge, Community Development Director/Planner; Terri Vosters, Parks & Recreation Director; and Greg Buckley, City Manager.

3. Action Items

A. Council Candidate Presentations; Appointment to Council Vacancy

Recommended Action:

1. Presentations (3 minutes each)
 - a. Greg Coenen
 - b. Heather Ross
 - c. Scott Stechmesser
 - d. Larry Thomas
2. Councilmember Ratings Matrixes Turned in to City Clerk
3. Recess for Tabulation of Candidate Ratings
4. Presentation of Councilmember Ratings
5. Motion to Appoint Candidate to the Vacant Position on City Council, to Serve Until a Successor is Elected in a Special Election in April 2022 and Sworn In

Candidates for Council, Greg Coenen, Heather Ross, Scott Stechmesser, and Larry Thomas, each presented to Council why they wish to serve on City Council and what they perceive to be the biggest challenges and opportunities facing the City of Two Rivers.

Councilmembers completed their ratings matrixes and submitted them to the City Clerk. A short recess followed to allow for tabulation of the candidate ratings. The City Clerk then presented the results of the tabulation identifying the top four candidates, from highest to lowest ranking, as Larry Thomas, Greg Coenen, Scott Stechmesser, and Heather Ross.

Motion to appoint Larry Thomas to the vacant position on City Council, to serve until a successor is elected in a Special Election in April 2022 and sworn in.

RESULT:	APPROVED WITH ROLL CALL [UNANIMOUS]
MOVER:	Jay Remiker, Councilmember
SECONDER:	Tracey Koach, Councilmember
AYES:	Adam Wachowski, Bill LeClair, Bonnie Shimulunas, Darla LeClair, Jeff Dahlke, Jay Remiker, Tracey Koach, Mark Bittner
NAYS:	None

Larry Thomas was administered the Oath of Office by the City Clerk and joined the meeting as a Councilmember.

4. Discussion Items

- A. Discuss Returning to Regular Seating Arrangement for Regular City Council Meetings, with all Councilmembers Seated at Dais

Mr. Buckley indicated that several Councilmembers have requested to return to the seating arrangement with all Councilmembers, City Attorney, City Manager, and City Clerk seated at the dais that was used prior to the COVID-19 pandemic and requirement of social distancing measures.

A polling of Councilmembers indicated that a majority of members were interested in returning to the old seating arrangement. Mr. Buckley offered that any Councilmembers that wish to remain distanced request an accommodation with the City Manager or City Clerk's office to remain seated at a table set up at the end of the dais.

- B. Discuss Proposed Ordinance on "Wireless Communication Facilities in the Right-of-Way"

Electric Utility Director Brian Dellemann presented the proposed ordinance on wireless communications facilities in the right-of-way and the requirement that municipalities allow installation of wireless communication facilities on poles in the public right-of-way. There is currently an application from Nsight for installation of a small cell wireless facility to be installed on Forest Avenue. The full ordinance will be brought before the Council for approval at the next regular Council meeting on November 1, 2021.

- C. Revisit Design Issues Brought Up in September 30 Joint meeting with Central Park West 365 Planning Committee – Specifically, Whether or Not to Close the Street

Mr. Buckley presented the Council with a possible revision to the concept plan for the Central Park West 365 Project which includes a single lane, one-way, northbound street in front of the Community House with a drop off zone near the center of the block, and angle parking on the north half of the block.

Councilmembers discussed the pros and cons of creating a one-way street vs. eliminating the street completely.

By show of hands, the Council unanimously supported the new design change presented including the one-way street and requested that their support be communicated back to the Central Park West 365 Planning Committee.

5. Closed Executive Session

Motion to enter into closed session at 8:01 pm 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 reasons require a closed session:

- Discuss Terms for Sale of 2023 Washington Street
- Discuss Possible City Assistance to Economic Development Projects
- Discuss Redevelopment of City-Owned Paragon Property

RESULT: **APPROVED WITH ROLL CALL VOTE [UNANIMOUS]**
MOVER: Jeff Dahlke, Councilmember
SECONDER: Bonnie Shimulunas, Councilmember
AYES: Adam Wachowski, Bill LeClair, Bonnie Shimulunas, Curt Andrews, Darla LeClair, Jeff Dahlke, Jay Remiker, Tracey Koach, Mark Bittner, Larry Thomas
NAYS: None

6. Reconvene in Open Session

Motion to reconvene in open session at 8:43 pm to consider possible actions in follow-up to closed session discussions.

RESULT: **APPROVED WITH VOICE VOTE [UNANIMOUS]**
MOVER: Larry Thomas, Councilmember
SECONDER: Bill LeClair, Councilmember
AYES: Adam Wachowski, Bill LeClair, Bonnie Shimulunas, Curt Andrews, Darla LeClair, Jeff Dahlke, Jay Remiker, Tracey Koach, Mark Bittner, Larry Thomas
NAYS: None

Motion to approve the request by the purchaser of 2023 Washington Street for a 90-day extension with the contingency that the purchaser be responsible for snow removal at the property during the 2021-2022 winter season.

RESULT: **APPROVED WITH ROLL CALL VOTE [UNANIMOUS]**
MOVER: Bill LeClair, Councilmember
SECONDER: Darla LeClair, Councilmember
AYES: Adam Wachowski, Bill LeClair, Bonnie Shimulunas, Curt Andrews, Darla LeClair, Jeff Dahlke, Jay Remiker, Tracey Koach, Mark Bittner, Larry Thomas
NAYS: None

7. Adjournment

Motion to dispense with the reading of the minutes and adjourn at 8:52 pm.

RESULT: **APPROVED WITH ROLL CALL VOTE [UNANIMOUS]**
MOVER: Jay Remiker, Councilmember
SECONDER: Jeff Dahlke, Councilmember
AYES: Adam Wachowski, Bill LeClair, Bonnie Shimulunas, Curt Andrews, Darla LeClair, Jeff Dahlke, Jay Remiker, Tracey Koach, Mark Bittner, Larry Thomas
NAYS: None

Jamie Jackson
 City Clerk

**CITY OF TWO RIVERS CITY COUNCIL
PERSONNEL AND FINANCE COMMITTEE
Wednesday, October 20, 2021
6:00 PM
3rd Floor City Council Chamber – City Hall**

Call to Order

The meeting was called to order by Committee Chairman Bittner at 6:02 PM

Roll Call

Committee Members present were Mark Bittner, Adam Wachowski, and Jeff Dahlke. Members of City Staff present were Gregory Buckley, City Manager; Elizabeth Runge, Community Development Director/City Planner; and David Buss, Finance Director.

Closed Session

Wachowski moved, seconded by Bittner, at 6:03 p.m. to enter into closed session pursuant to Wisconsin Statutes 19.85(1)(e), deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (Discuss proposals for purchase of City-owner former Paragon property). Upon a roll call vote, motion carried unanimously.

Reconvene in Open Session

Wachowski moved, seconded by Dahlke, at 7:33 p.m. to adjourn the closed session. Motion carried upon a voice vote.

Wachowski moved, seconded by Dahlke, to communicate the terms agreeable to City to the potential purchaser(s) of the City-owned former Paragon property, as had been discussed in closed session. Motion carried upon a voice vote.

2021 Budget Review

A. Capital Projects Fund

City Manager Buckley presented the Capital Project Fund Budget for the Police Department to the committee including proposed capital projects planned for 2022. He noted that this one capital budget proposal had been left out of his prior materials relative to 2022 capital budgets.

A preliminary list of projects for the proposed 2022 capital projects borrowing was distributed with a total of \$2,792,500.

B. Special Revenues Fund

No discussion on Special Revenue Funds at this meeting.

C. General Fund Overview

City Manager Buckley introduced the 2022 General Fund overview. Highlights include moving an existing parks/cemeteries maintenance position from part-time (30 hours/week) to full-time, negotiated 3 percent pay increases for police and fire union members per collective bargaining agreements, a proposed 2 percent pay adjustment for non-union employees, a modest increase for some seasonal Parks and Rec maintenance staff, and maintaining the employee health insurance at current City premium co-pay of 85% with a change in carrier and some increases in

deductibles resulting in an overall 1.75% rate increase for health insurance.

Proposed General Fund revenues provide for no increase in property taxes required for General Fund operations, the largest increase being from increasing the property tax equivalent payment from the Water Utility, which has been artificially capped by the City for several years due to the deficit in that utility. Even with this larger transfer to the General Fund, the Water Utility fund balance is projected to improve in 2022. Other increases in revenues are related to special assessments, ambulance charges, cemetery lot sales and interment fees, and transfers from other funds.

Next Meeting Date

The Committee is scheduled to meet next on October 26, 2021 at 6:00pm in the 3rd Floor Committee Room at City Hall.

Adjournment

Motion was made by Dahlke, seconded by Wachowski, to adjourn the meeting at 8:52 p.m. Motion carried.

Respectfully Submitted,

Jamie Jackson
City Clerk

**CITY OF TWO RIVERS CITY COUNCIL
PERSONNEL AND FINANCE COMMITTEE
Tuesday, October 26, 2021
6:00 PM
3rd Floor City Council Chamber – City Hall**

Call to Order

The meeting was called to order by Committee Chairman Bittner at 6:04 PM

Roll Call

Committee Members present were Mark Bittner, Adam Wachowski, and Jeff Dahlke. Members of City Staff present were Gregory Buckley, City Manager; David Buss, Finance Director; Brian Kohlmeier, Police Chief; and Jim McDonald, Public Works Director.

2021 Budget Review

A. General Fund Budget Review

1. Police

Police Chief Kohlmeier presented the proposed Police Department budget for 2022 and reviewed the changes to the organizational chart as a result of the recent implementation of Sergeant positions. Staffing challenges in the Two Rivers Police Department and law enforcement in general were reviewed. Budgeted capital expenditure items totaling \$96,600 were also detailed.

2. Public Works

Public Works Director Jim McDonald presented the proposed Public Works and Engineering budgets for 2022 and reviewed the organization of the departments under the Public Works Director including Public Works, Engineering, and Wastewater.

The Committee discussed a recommendation by Mr. McDonald for the purchase of a replacement snowblower. The snowblower is budgeted at \$300,000 in the proposed 2022 capital expenditures, but the City has the opportunity to authorize the purchase of one of two available snowblowers on or before November 1, 2021 at prices of \$241,873 or \$234,073. Mr. McDonald recommends the purchase of the lower priced snowblower due to its larger capacity. Anticipated delivery date is Summer 2022.

Motion by Dahlke, seconded by Wachowski, to recommend Council authorize the purchase of a snowblower at a cost not to exceed \$241,873, but ideally the lesser priced option of the two. Motion carried unanimously with a voice vote.

3. General Government

Due to time constraints, the remainder of the General Government budget was not reviewed.

4. Other Financing Uses

Due to time constraints, the Other Financing Uses section of the budget was not reviewed.

Mr. Buckley reviewed the budget timeline and recommended that the public hearing on the budget be pushed back to the November Work Session meeting with final budget adoption at the first regular Council meeting in December. There was a consensus to proceed with this

revised schedule and a new budget timeline will be distributed at the November 1, 2021 Council meeting.

Next Meeting Date

The Committee is scheduled to meet next on November 3, 2021 at 6:00pm in the 2nd Floor Court Room at City Hall.

Closed Session

None

Reconvene in Open Session

None

Adjournment

Motion was made by Wachowski, seconded by Dahlke, to adjourn the meeting at 9:13 p.m. Motion carried unanimously with a voice vote.

Respectfully Submitted,

Jamie Jackson
City Clerk

CITY OF TWO RIVERS
ROOM TAX COMMISSION
PROCEEDINGS
October 21, 2021
Committee Room - City Hall

Call to Order

The meeting was called to order by Chair Mark Bittner at 10:05 AM.

Roll Call

Commission Members present: Greg Buckley, James VanLanen Jr, Curt Andrews, Bill LeClair, and Mark Bittner

Also present: Elizabeth Runge, Community Development Director and Jeff Dawson, Library Director

Consideration of Proposed 2022 Budget for Use of Room Tax Funds

A motion was made Curt Andrews and seconded by Bill LeClair to support the transfer of Funds \$13,905 and \$20,000 from Fund 259 Tourism Development to the General Fund. The motion carried by a voice vote.

Closed Executive Session

A motion was made by Bill LeClair and seconded Mark Bittner to go into closed session. Motion carried.

A motion was made by Curt Andrews and seconded by Bill LeClair to go into open session. Motion carried

Adjournment

At 11:45 PM, a motion was made by Curt Andrews, seconded by James VanLanen Jr to adjourn. Motion carried to adjourn the meeting.

Respectfully Submitted,

Gregory E. Buckley
City Manager/Room Tax Commission Member

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

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

FEE \$ 10- Application Date: 10/29/21
 Town Village City of Two Rivers County of Manitowoc

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

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
 A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning Time 6:00 PM and ending Time 10:00 PM and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

- 1. Organization** (check appropriate box) → Bona fide Club Church Lodge/Society
 Veteran's Organization Fair Association or Agricultural Society
 Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Two Rivers Main Street, Inc.
 (b) Address 1717 E. Park St., Two Rivers, WI 54241
(Street) Town Village City

(c) Date organized 1996
 (d) If corporation, give date of incorporation 1-3-1996
 (e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:
 President Travis Stevens 818 Bucholz St., Two Rivers, WI 54241
 Vice President Lee Hansen 1813 Washington St., Two Rivers, WI 54241
 Secretary Gina Krahn 3721 Adams St., Two Rivers, WI 54241
 Treasurer Jeff Sachse 1002 E. Crescent Drive, Manitowoc, WI 54220

(g) Name and address of manager or person in charge of affair: Roger Russoe 1106 Parkway Blvd Two Rivers
 Phone Number: 920-973-2710

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

(a) Street number J.F. Hamilton Community House 1710 W. Park St.
 (b) Lot _____ Block _____
 (c) Do premises occupy all or part of building? _____
 (d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Gymnasium

3. Name of Event
 (a) List name of the event Great Trivia Contest
 (b) Dates of event 11-12-21

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer Lee Hansen Two Rivers Main Street
(Signature / Date) (Name of Organization)

Date Filed with Clerk 10/29/21 Date Reported to Council or Board 11/1/21
 Date Granted by Council _____ License No. _____

MEMORANDUM

TO: Curt Witynski, Deputy Executive Director
Claire Silverman, Legal Counsel
League of Wisconsin Municipalities

FROM: Anita T. Gallucci
Julia K. Potter
Jared W. Smith

DATE: February 4, 2019

RE: FCC *2018 Small Cell Order*¹ and Model Ordinance for Siting of Wireless Facilities in Local Rights-of-Way

We have been asked to draft a Model Ordinance regulating the siting of wireless telecommunications facilities in local rights-of-way (“**ROW**”), taking into account the *2018 Small Cell Order*, which was recently released by the Federal Communications Commission (“**FCC**”). The order will have a profound effect on Wisconsin cities and villages when exercising their authority to regulate the use of local ROW by providers of wireless telecommunications services pursuant to their statutory home rule powers, Wis. Stat. § 196.58(1r), and Wis. Stat. § 182.017(1r). As discussed below, the order imposes new and significant limitations on a municipality’s ability to regulate wireless facilities in the ROW.² The effective date of the *2018 Order* with respect to the new limitations on ROW fees and deadlines for acting on permit applications was January 14, 2019, and the new limitations on aesthetic standards will go into effect April 15, 2019.³

¹ *In the Matter of Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment, Declaratory Ruling and Third Report and Order*, WT Docket No. 17-79, WC Docket No. 17-84, FCC 18-133, 2018 WL 4678555 (released Sept. 27, 2018)(“*2018 Small Cell Order*” or “*2018 Order*”).

² The *2018 Order* limits state and local regulation in the same way, but this memorandum focuses on local regulation.

³ *2018 Order* at ¶¶ 89 and 153.

While the *2018 Order* affects municipal regulation of all wireless telecommunications facilities in the ROW, the order is directed at small wireless facilities⁴ (“SWF”) used to provide personal wireless services to the public (e.g., cell phone service). Small cell systems, as well as distributed antenna systems, which are similar to small cell systems, are deployed to serve areas of high demand and to enhance broadband capacity. These systems typically use relatively small antennas and equipment cabinets installed on utility poles, street light poles, traffic signal poles, or stand-alone poles. Small cell and distributed antenna system components in the ROW can include: poles, antennas, base stations or equipment cabinets, power sources or meters, canisters or boxes attached to a pole for housing antennas or equipment, and fiber lines.⁵

This memorandum will briefly summarize the *2018 Order* and will serve as a guide to the Model Ordinance, explaining the legal basis for the central provisions of the ordinance and discussing issues a municipality will have to consider in adapting the Model Ordinance to its specific circumstances. It is important to understand that the Model Ordinance is not a one-size-fits-all ordinance and that it will have to be reviewed carefully and adapted by the municipal attorney in conjunction with the departments responsible for administering the ordinance.

In that regard, some municipalities may already have detailed ROW ordinances. In such cases, we would expect that these municipalities would look to the Model Ordinance to update their existing ordinances by incorporating the provisions relating to wireless telecommunications facilities and excluding any redundant provisions (e.g., Sections 10 and 11 pertaining to the relocation or abandonment of facilities). On the other hand, municipalities with less robust ordinances may wish to consider developing an ordinance pertaining to the installation and maintenance of wireless and other utility facilities in the ROW, such as electric, wireline telecommunications, and cable TV facilities.

The following documents and information are provided with this memorandum:

- Attachment A: Model Ordinance
- Attachment B: Application Checklist
- Attachment C: Sample Aesthetic Standards
- Attachment D: Relevant Laws and Regulations

⁴ The term “small wireless facilities” is defined in 47 C.F.R. § 1.6002(l). All of the regulations cited in this memorandum appear in full in Attachment D.

⁵ Practical Law Government Practice, *Small Wireless Facilities in Public Rights-of-Way*, Practical Law Practice Note 10-014-4949 (last accessed Jan. 23, 2019).

A. FCC's 2018 SMALL CELL ORDER

The purported object of the *2018 Small Cell Order* is to remove perceived barriers to the deployment of wireless broadband services by ensuring that wireless broadband providers have low-cost and easy access to municipal property located in local ROW. The *2018 Order* attempts to achieve this purpose by limiting municipal authority to regulate the placement of SWF in local ROW and on municipally owned structures in the ROW, including light poles, traffic light poles, and utility poles.

1. Source of FCC Authority

The FCC looks to Sections 253 and 332 of the Telecommunications Act of 1996 (the “Act”) as the basis for its legal authority. First, Section 253(a) of the Act, 47 U.S.C. § 253(a), provides that “[n]o State or local statute or regulation, or other State or local legal requirement, may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service.” In addition, Section 253(c) preserves state and local authority to regulate the ROW and “to require fair and reasonable compensation from telecommunications providers,” provided that such regulations are “competitively neutral” and “nondiscriminatory.”

Second, Section 332(c)(7)(B)(i) of the Act, 47 U.S.C. § 332(c)(7)(B)(i), provides that “[t]he regulation of the placement, construction, and modification of personal wireless service facilities by any State or local government ... (I) shall not unreasonably discriminate among providers of functionally equivalent services; and (II) shall not prohibit or have the effect of prohibiting the provision of personal wireless services.” In addition, Section 332(c)(7)(B)(ii) requires state and local governments to act on wireless siting applications “within a reasonable period of time.”

By its terms, Section 253 applies to both wireline and wireless telecommunications facilities located in the ROW. Thus, it is no surprise that the FCC looks to Section 253 for its authority. However, though not limited by its express language, Section 332(c)(7) had previously only been applied to wireless facilities outside the ROW. The *2018 Order* clarifies that Section 332(c)(7) also applies to wireless facilities inside the ROW and that both 253(a) and 332(c)(7) apply to “wireless telecommunications services as well as to commingled services and facilities.”⁶

⁶ *2018 Small Cell Order* at ¶ 36.

2. New Effective Prohibition Standard

As stated above, both Sections 253(a) and 332(c)(7)(B)(i)(II) provide that municipal regulations are preempted if they **prohibit or have the effect of prohibiting** the provision of a telecommunications service or personal wireless service. In the *2018 Small Cell Order*, the FCC adopted a new standard to determine whether a municipal regulation constitutes an effective prohibition on the provision of a telecommunications or personal wireless service. Specifically, the FCC declared that an effective prohibition occurs where a municipal legal requirement “**materially limits or inhibits** any competitor’s or potential competitor’s ability to compete in a fair and balanced legal and regulatory environment.”⁷

The FCC rejected the rulings of those federal circuit courts that have “held that a denial of a wireless siting application will ‘prohibit or have the effect of prohibiting’ the provision of personal wireless service under Section 332(c)(7)(B)(i)(II) only if the provider can establish that it has a significant gap in service coverage in the area and a lack of feasible alternative locations for siting facilities.”⁸ The effective prohibition test now applies not only when a provider is attempting to fill a gap in coverage, but also when the provider proposes to densify its existing wireless network, introduce new services, or otherwise improve service capabilities.⁹ Effectively, all ROW regulations as applied to telecommunications service providers will now be scrutinized under the new effective prohibition test. The FCC goes on to discuss its new test as applied to fees and other non-fee legal requirements, such as aesthetic and undergrounding requirements.

B. LIMITATIONS ON MUNICIPAL REGULATORY AUTHORITY

Although municipalities have the right to regulate wireless telecommunications facilities sited in local ROW pursuant to their statutory home rule powers, Wis. Stat. §§ 196.58(1r), and 182.017(1r), there are significant limitations imposed on municipal regulatory authority by both state and federal laws and regulations.

While this memorandum focuses on the new federal limitations, it is also important to have a general understanding of state law limitations on municipal regulatory authority. Under Wisconsin law, a municipality has the authority to regulate utility facilities in the ROW, subject to the requirement that those regulations be “reasonable”

⁷ *Id.* at ¶¶ 35-37 (emphasis added).

⁸ *Id.* at ¶ 34.

⁹ *Id.* at ¶ 37.

and defensible on public health, safety, and welfare grounds.¹⁰ The Public Service Commission of Wisconsin (“PSC”) has been authorized to hear complaints by utility companies challenging a particular municipal regulation as unreasonable.¹¹ The PSC’s role is to determine, after a hearing, whether the regulation is unreasonable. If the PSC so concludes, the challenged regulation is void.¹²

1. Moratoria

Express or *de facto* moratoria on the deployment of wireless facilities are prohibited.¹³ Unlike express moratoria, which are formally codified by municipalities as outright prohibitions, *de facto* moratoria are “local actions that are not express moratoria, but that effectively halt or suspend the acceptance, processing, or approval of applications or permits for telecommunications services or facilities in a manner akin to an express moratorium.”¹⁴ Such *de facto* moratoria include: (i) blanket refusals to process applications; (ii) refusals to issue permits for a category of structures; (iii) frequent and lengthy delays of months in issuing permits and processing applications; and (iv) claims that applications cannot be granted until pending local, state, or federal legislation is adopted.¹⁵

2. Deadlines for Acting on a Wireless Siting Application

Both state and federal law impose certain time limits for review of and action on applications to place wireless telecommunications facilities in local ROW. These time limits, discussed in detail below, are commonly referred to as “shot clocks” and can vary based on the type of application submitted. Municipalities must be familiar with the shot clocks and be sure to structure their application review processes to allow for final action on an application within the applicable shot clock time period.

¹⁰ See Wis. Stat. §§ 196.58(1r)(a) and 182.017(1r).

¹¹ See Wis. Stat. §§ 196.58(4) and 182.017(8).

¹² Wis. Stat. § 196.58(4)(a).

¹³ *Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment, Third Report and Order and Declaratory Ruling*, WT Docket No. 17-79, WC Docket No. 17-84, FCC 18-111, 2018 WL 3738326 at ¶¶ 145 and 149 (Aug. 3, 2018) (“*Moratoria Declaratory Ruling*”).

¹⁴ *Id.* at ¶ 149.

¹⁵ *Id.*

a. Federal Shot Clocks

In its *2009 Declaratory Ruling*, the FCC decided to use shot clocks to define a presumptive “reasonable period of time” beyond which a municipality’s inaction on a wireless siting application would constitute a “failure to act” within the meaning of Section 332.¹⁶ It determined that 90 days was a reasonable period of time for a municipality to act on an application to collocate a wireless telecommunications facility on an existing structure and that 150 days was reasonable for acting on an application for a facility requiring a new support structure.

The *2018 Small Cell Order* adopts two new shot clocks that apply to applications to place SWF in local ROW. The order also preserves and codifies the shot clocks adopted in the *2009 Declaratory Ruling*.

The new SWF shot clocks allow:

- 60 days for reviewing an application for the attachment of SWF to existing structures,¹⁷ and
- 90 days for reviewing an application for the placement of SWF on new structures.¹⁸

The shot clocks begin to run from the day the application is submitted (or the next business day if a submission is made on a holiday), rather than the day the municipality determines that the application is complete.¹⁹ If an applicant files multiple applications at the same time (a “**batched application**”), whether under one application cover sheet or separate cover sheets, the longest shot clock applicable to any application in the batch will apply to the entire batch.²⁰

¹⁶ *2018 Small Cell Order* at ¶ 104 (citing *Petition for Declaratory Ruling to Clarify Provisions of Section 332(c)(7) to Ensure Timely Siting Review*, Declaratory Ruling, 24 FCC Rcd 13994 (2009) (“**2009 Declaratory Ruling**”), *aff’d*, *City of Arlington v. FCC*, 668 F.3d 229 (5th Cir. 2012), *aff’d*, 569 U.S. 290 (2013)).

¹⁷ 47 C.F.R. § 1.6003(c)(1)(i).

¹⁸ 47 C.F.R. § 1.6003(c)(1)(iii).

¹⁹ *2018 Small Cell Order* at ¶ 19 (citing *In the Matter of Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies*, WT Docket No. 13-328, Report and Order, 29 FCC Rcd 12865, 12970 at ¶ 258 (2014), *aff’d*, *Montgomery County v. FCC*, 811 F.3d 121 (4th Cir. 2015)).

²⁰ *2018 Small Cell Order* at ¶ 114.

If the municipality misses the applicable shot clock deadline, it is presumed to have violated the effective prohibition standard under Sections 253(a) and 332(c)(7)(B)(i)(II). The applicant may then commence an action in a court of competent jurisdiction alleging a violation of the effective prohibition standard and seeking injunctive relief granting the application. However, if the applicant brings a court action because the federal shot clock deadline was missed, the municipality has the opportunity to demonstrate that the failure to act was reasonable under the circumstances and, therefore, did not materially limit or inhibit the applicant from introducing new services or improving existing services, thereby rebutting the effective prohibition presumption.²¹

b. Eligible Facilities Requests Under Section 6409(a) of the Spectrum Act²²

Because the Model Ordinance is designed to apply to all wireless facilities, it also addresses eligible facilities requests, which have their own federal shot clock and remedy. An eligible facilities request is any request to add, remove, or replace transmission equipment (e.g., antennas) on an existing privately owned wireless tower or base station where the proposed work will not substantially change the physical dimensions of the tower or base station.²³ A “tower” includes any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities.²⁴ “Base stations” consist of structures other than towers that support antenna, transceiver, or other associated equipment, even if the structure was not built for the sole or primary purpose of providing such support, but does not include structures that do not, at the time of a request, support or house base station components.²⁵

If the proposed project meets the definition of an eligible facilities request, the municipality must grant the request within 60 days, regardless of whether the application meets the standards that the municipality would apply to other wireless telecommunications facilities applications.²⁶ If the 60-day shot clock deadline is

²¹ *Id.* at ¶ 130 and Appendix C at ¶ 4.

²² Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96 (codified at 47 U.S.C. § 1455) (“*Spectrum Act*”).

²³ 47 C.F.R. § 1.6100(b)(3).

²⁴ 47 C.F.R. § 1.6100(b)(9).

²⁵ 47 C.F.R. § 1.6100(b)(1).

²⁶ 47 C.F.R. § 1.6100(c).

missed, the application is deemed granted.²⁷ To prevent the project from going forward, the municipality must seek injunctive relief in a court of competent jurisdiction.²⁸

c. Broadened Applicability of Shot Clocks

FCC shot clocks no longer apply just to applications to install or modify wireless telecommunications facilities. For all federal shot clocks (except for eligible facilities requests), all permits and authorizations necessary for the deployment of wireless facilities must now be approved or denied within the applicable shot clock period, unless the municipality and the applicant agree to a different time frame.²⁹ This includes such authorizations as building permits, ROW access permits, lease or license agreements, road closure permits, aesthetic approvals, excavation permits, and any pre-application procedures. If there are any public meetings or hearings on the applications or a local appeal of a denial, those processes must also be completed within the time limits. The shot clocks also apply to negotiation of any lease or license agreements to collocate wireless facilities on municipally owned property in the ROW, such as street lights, traffic poles, or utility poles.

We do not yet know how the shot clocks, in practice, will be applied to negotiating lease or license agreements for SWF to be placed on municipally owned structures in the ROW. However, we recommend developing written technical and aesthetic requirements now that will protect the municipality's street lights, utility poles, and other property to the extent possible in light of the *2018 Order*. That being said, we would expect that the providers and municipalities will be able to agree to extend the shot clock deadlines to accommodate the negotiation process.

²⁷ *Id.*

²⁸ 47 C.F.R. § 1.6100(c)(5).

²⁹ *2018 Small Cell Order* at ¶ 132.

d. Deadlines for Review of SWF and Non-SWF Applications for Completeness

The *2018 Order* also sets deadlines for the initial review of wireless applications to determine whether the applications are complete or are missing any required information:

- 10 days to review a SWF application for completeness and notify the applicant in writing of the missing information. The applicable shot clock resets to zero when the missing information is submitted.³⁰
- 30 days to review any wireless application for completeness (including SWF applications where the 10-day deadline is missed) and to notify the applicant in writing of the missing information. The applicable shot clock is tolled until the missing information is submitted.³¹
- 10 days to review the missing information that the provider submits and notify the applicant in writing of the information that is still missing. The applicable shot clock is tolled until the missing information is submitted.³²

The notification that the application is “materially incomplete,” must “clearly and specifically” identify:

- the missing documents or information, and
- the specific rule or regulation creating the obligation to submit such documents or information.³³

See the table in section 2.e below for a summary of all of the federal review deadlines that currently apply to the placement of telecommunications facilities in the ROW.

³⁰ 47 C.F.R. § 1.6003(d)(1).

³¹ 47 C.F.R. § 1.6003(d)(2).

³² 47 C.F.R. § 1.6003(d)(3).

³³ 47 C.F.R. § 1.6003(d)(1).

e. Table of Federal Shot Clocks and Completeness Review Deadlines

ACTIVITY	DEADLINE (calendar days)	TYPE OF APPLICATION	FCC RULE
REVIEW FOR COMPLETENESS	10 days	Review SWF application and notify applicant in writing of missing information. Shot clock is reset to zero when the applicant submits the missing information.	47 C.F.R. § 1.6003(d)(1)
	30 days	Review any wireless facility application and notify applicant in writing of missing information. Shot clock is tolled until the applicant provides the missing information.	47 C.F.R. § 1.6003(d)(2)(iii)
	10 days	Review a resubmission and notify applicant of any missing information. Shot clock is tolled again until applicant submits the additional information.	47 C.F.R. § 1.6003(d)(3)(iii)
GRANT PERMIT OR DENY APPLICATION	60 days	Application to collocate SWF on an existing structure (including non-telecommunications structures)	47 C.F.R. § 1.6003(c)(1)(i)
	90 days	Application for SWF involving construction of a new structure	47 C.F.R. § 1.6003(c)(1)(iii)
	90 days	Application to collocate non-SWF facility on an existing structure	47 C.F.R. § 1.6003(c)(1)(ii)
	150 days	Application for a non-SWF facility involving construction of a new structure	47 C.F.R. § 1.6003(c)(1)(iv)
	60 days	Eligible Facilities Request to add, remove, or replace equipment on an existing tower or base station that doesn't substantially change the physical dimensions of the tower or base station	47 C.F.R. § 1.6100(c)(2)

f. Wisconsin Shot Clocks

Wisconsin law also imposes shot clocks on wireless telecommunications facilities applications.³⁴ As between state and federal law, the more restrictive shot clock requirement applies. Wisconsin law provides a 60-day shot clock for applications to place or modify utility facilities in the ROW.³⁵ If the municipality fails to either approve or deny the permit within the 60-day statutory window, the application is deemed approved and the installation can go forward.³⁶

Since this shot clock begins to run when the application is received and not when the application is determined to be complete, a municipality may have no choice but to deny the permit on incompleteness grounds.³⁷ It would be up to the provider to resubmit the application with the missing information. In any event, if the municipality denies the permit, it must “provide the applicant a written explanation of the reasons for the denial at the time the municipality denies the application.”³⁸

Although outside the scope of the Model Ordinance, it is important to be aware that Wisconsin also has timelines for reviewing permit applications for wireless installations outside the ROW. Under Wis. Stat. § 66.0404(3)(c) and (2)(d), a municipality has 45 days in which to either approve or deny an application to place a “mobile service” facility on an existing structure not requiring substantial modification and 90 days when the facility requires a new support structure or the substantial modification of an existing structure. These shot clocks begin to run when the application is complete. If, upon receipt of an application, the municipality fails to take the proper actions within the prescribed deadline, the “applicant may consider the application approved.”³⁹

g. Model Ordinance Comment

Due to the complexity of determining which of the federal and/or state shot clocks apply to any given application, we suggest that the municipality require the wireless provider to specify in its application the shot clocks that apply and the basis for that

³⁴ A municipality’s local code of ordinances may also contain relevant time limits. They would apply if they set a shorter time in which to act than either federal or state law.

³⁵ Wis. Stat. § 182.017(9).

³⁶ *Id.*

³⁷ Before doing so, the municipality should consult with counsel to determine the implications of this denial on the federal shot clock deadlines, if any.

³⁸ *Id.*

³⁹ Wis. Stat. § 66.0404(2)(d) and (3)(c).

determination. This application requirement is contained in Section 6(b)(4) of the Model Ordinance.

One should also keep in mind that the shot clocks may be extended by mutual agreement. An agreement extending the applicable shot clock deadlines may be particularly appropriate in the case of batched applications, where an applicant submits many applications at the same time and the municipality may need to outsource review of the applications to a third-party contractor. Section 5(b)(11) of the Model Ordinance gives the person charged with administering the ordinance the power to enter into agreements with applicants to extend a shot clock.

3. Limitations on Application Fees, ROW Access Fees, and Charges for Use of Municipally Owned Structures in the ROW

The *2018 Order* declares that application fees, ROW access fees, and fees charged for the use of municipally owned property in the ROW (including street lights, traffic poles, and utility poles) are unlawful unless the following three conditions are met:

- the fees are a reasonable approximation of the municipality's costs,
- only objectively reasonable costs are factored into those fees,⁴⁰ and
- the fees are no higher than the fees charged to similarly situated competitors in similar situations.⁴¹

The fees subject to these conditions include all fees pertaining to the deployment of the wireless facilities, including one-time application or permit fees “such as siting applications, zoning variance applications, building permits, electrical permits, parking permits, or excavation permits” as well as recurring fees such as ROW access fees and “fees for the attachment to or use of property within the ROW owned or controlled by the government (*e.g.*, street lights, traffic lights, utility poles, and other infrastructure within the ROW suitable for the placement of Small Wireless Facilities).”⁴²

⁴⁰ The FCC confirms that municipalities may hire third party contractors or consultants to assist with processing applications (as many municipalities do in the case of batched applications). However, the fees for those third-party contractors or consultants may only be passed on to the applicant if the fees are, themselves, reasonable and not “excessive.” *2018 Small Cell Order* at ¶ 70.

⁴¹ *Id.* at ¶ 50.

⁴² *Id.* at ¶ 69.

The *2018 Order* sets out fee levels (“safe harbors”) the FCC presumes would meet the three conditions:

Application Fees: \$500 for a single up-front application that includes up to five small wireless facilities, with an additional \$100 for each SWF beyond five, or \$1,000 for a new pole to support a SWF.

Recurring Fees: \$270 per SWF, per year, for all recurring fees (including any possible ROW access fee⁴³ or fee for attachment to municipally owned structures in the ROW).⁴⁴

It is important to understand that these safe harbors are not absolute caps on the fees a municipality may charge, but rather are fee levels that presumptively do not constitute an effective prohibition under Section 253(a) or Section 332(c)(7)(B)(i)(II) and are presumed to be “fair and reasonable compensation” under Section 253(c).⁴⁵ The safe harbors are purported to help avoid disputes over the level of compensation required by the municipality.

a. Model Ordinance Comment

Fees are addressed in Section 6(d) of the Model Ordinance. We have not set out any specific fees in the Model Ordinance and assume that each municipality will adopt fees that reflect its costs and that those fees will be set from time to time via ordinance or resolution or otherwise as part of the wireless regulations provided for in Section 5(b)(1) of the Model Ordinance. Each municipality will need to decide whether to rely on the safe harbors or set fees that are more or less than the safe harbors.

Ultimately, each municipality should undertake a cost study to determine the full costs incurred in reviewing wireless siting applications for completeness and granting

⁴³ ROW access fees are not allowed under Wisconsin law if the fees are not cost-based but rather are designed to raise revenue. *See Wisconsin Telephone Co. v. Milwaukee*, 223 Wis. 251, 256-57, 270 N.W. 336 (1936) (A municipality cannot impose a ROW fee on a telephone company or another public utility for the purpose of raising revenue. Such a provision would not be within the lawful exercise of a municipality's police power.); *see also Wisconsin Telephone Co. v. Milwaukee*, 126 Wis. 1, 13, 104 N.W. 1009 (1905) (“where the power to license exists, a reasonable discretion is vested in the municipality, but courts will look into ordinances with a view of determining whether they are passed for the purpose of raising revenue, although sought to be upheld as police regulations”).

⁴⁴ *2018 Small Cell Order* at ¶ 79.

⁴⁵ *Id.* at ¶ 80. Section 253(c) of the Telecommunications Act of 1996, 47 U.S.C. § 253(c), provides that state and local governments may require “fair and reasonable compensation from telecommunications providers” for use of the public ROW, as long as the requirement is “competitively neutral and nondiscriminatory” and “publicly disclosed.”

permits. Such cost studies will be crucial in defending the municipality's application and permit fees if those fees are challenged by an applicant. In conducting a cost study, the municipality should consider such things as the cost of municipal staff time and that of outside legal counsel and engineers for tasks such as:

- reviewing applications for completeness, technical suitability, compliance with electric safety and traffic safety standards, and compliance with the Americans with Disabilities Act of 1990;
- conducting any necessary pre- or post-construction inspections;
or
- administering a public notification process.

Regarding the level of recurring fees for the attachment of SWF to street lights, utility poles, and other municipally owned structures in the ROW, a municipality should be prepared to document fees by also undertaking a cost study. That study should consider such things as the municipality's investment in the facility, the cost to maintain, repair, and replace the facility and how such costs may be fairly allocated between the municipality and the wireless provider. In addition, to protect its assets in the ROW, the municipality may wish to develop a written plan for the future use of currently unused space on the facility for municipal and public safety uses. In that way, the municipality will have a principled basis on which to deny attachment requests from wireless providers and to defend its decision if challenged in court.

4. New Effective Prohibition Standard Applies to Non-Fee Legal Requirements, Such as Aesthetics

In adopting the new effective prohibition standard, the FCC makes clear that the standard applies to both fees and other non-fee legal requirements, including aesthetic, undergrounding, and minimum spacing requirements.⁴⁶ The FCC states that complying with aesthetic and other such requirements imposes costs on SWF providers that may impact their ability to provide service, just as fees may do. Aesthetic and other similar requirements, therefore, violate Sections 253(a) and 332(c)(7)(B)(i)(II) unless they are:

- reasonable,
- no more burdensome than those applied to other types of

⁴⁶ 2018 Small Cell Order at ¶ 82.

- infrastructure deployments,⁴⁷ and
- objective and published in advance.⁴⁸

Aesthetic requirements are reasonable if “they are technically feasible and reasonably directed to avoiding or remedying the intangible public harm of unsightly or out-of-character deployments.”⁴⁹ The FCC reasons that an aesthetic requirement that is imposed on wireless infrastructure deployments but not on similar non-wireless infrastructure deployments is evidence that the requirement is unreasonable and not directed at remedying the negative aesthetic impact of the wireless deployment.⁵⁰ Likewise, the FCC opines that the increased cost to comply with an aesthetic standard may, in some cases, materially inhibit the provider’s provision of service.⁵¹

Undergrounding and minimum spacing requirements are to be evaluated using the same standards as the FCC uses to evaluate aesthetic requirements.⁵² For example, a minimum spacing requirement that would prevent the provider’s wireless system from functioning efficiently may amount to an effective prohibition of service. Likewise, a regulation that required all wireless facilities to be placed underground would be preempted if it could be shown that, to operate, wireless facilities must be above ground.

a. Model Ordinance Comment

Section 7(c) of the Model Ordinance provides somewhat generic standards related to aesthetics and similar requirements. Attachment C provides examples of standards for the municipality to consider if it wishes to.⁵³ These standards may cover such things as:

- Size of antennas, equipment boxes, and cabling;

⁴⁷ We find this criterion problematic in that it apparently requires the municipality to apply the same non-fee legal requirements on wireless infrastructure as it does on electric utility poles, even though the electric utility and the wireless provider are not similarly situated, which is a standard element for unlawful discrimination.

⁴⁸ *2018 Small Cell Order* at ¶ 86.

⁴⁹ *Id.* at ¶ 87.

⁵⁰ *Id.*

⁵¹ *Id.*

⁵² *Id.* at ¶¶ 90-91.

⁵³ These examples are provided to assist the municipality in developing its own standards particularized to local circumstances.

- Use of shrouds, stealth techniques, or other camouflage;
- Painting of attachments to match mounting structures;
- Flush-mounting of antennas;
- Placement of equipment in the pole base rather than on the outside of the pole;
- Consistency with the character of historic neighborhoods; and
- Minimum spacing between attachments.⁵⁴

Whether the particular standards the municipality adopts will violate the effective prohibition standard will, of course, depend on whether or not they materially inhibit the provision of a telecommunications or personal wireless service. Keep in mind that they will not be reasonable under the *2018 Order* if they are applied only to wireless facilities and if they impose unreasonable costs on the provider. Finally, it is very important that these standards be published in advance of receiving an application; otherwise, they cannot be enforced with respect to that application.

5. Existing Agreements

Existing license or lease agreements between a municipality and a wireless provider for use of municipally owned property in the ROW (e.g., street lights or utility poles) are not exempt from the new rules and standards adopted in the *2018 Order*.⁵⁵ The FCC, however, recognizes that the order's effect on any particular agreement cannot be determined without considering all the facts and circumstances of the specific agreement. Thus, whether or not provisions in a particular wireless attachment agreement are preempted is a determination that would be made by a court.

C. STATUS OF *2018 SMALL CELL ORDER*

Communities across the country and several municipal organizations have filed petitions challenging the *2018 Order*.⁵⁶ These cases raise substantial questions regarding the validity of the order, and, among other things, challenge the FCC's new effective prohibition test. Given the possibility that the order may be overturned, we have tried to avoid incorporating the FCC's standards themselves into the Model

⁵⁴ See Baller, Stokes & Lide, PC, *Ten Strategies to Protect State and Local Property After the FCC's 5G Preemption Order* (Nov. 12, 2018), <https://www.baller.com/2018/11/ten-strategies-to-protect-state-and-local-property-after-the-fccs-small-cell-preemption-order/>.

⁵⁵ *2018 Small Cell Order* at ¶ 66.

⁵⁶ The main case is *City of San Jose v. FCC*, Docket No. 19-9568, which was filed in the Tenth Circuit but was transferred to the Ninth Circuit on January 10, 2019.

Ordinance. Otherwise, there is a risk that the ordinance may require the municipality to continue to comply with those standards even after they have been overturned. A municipality may also wish to consider adding a standard condition to its wireless facilities permits causing the permit to terminate if it was granted based on any rules or orders that are later held to be unlawful.

ORDINANCE

AN ORDINANCE to create Municipal Code Section 10-1-18.5, entitled "Wireless Communications Facilities in the Right-of-Way".

The Council of the City of Two Rivers ordains that: Municipal Code Section 10-1-18.5 read as follows:

SECTION 1. Municipal Code Section 10-1-18.5 be created to read as follows:

Chapter 10-1-18.5: Wireless Communications Facilities in the Right-of-Way

A. Definitions. For the purposes of this Chapter, the terms below shall have the following meanings:

"Administrator" means the City Manager of Two Rivers or his or her designee.

"Application" means a formal request, including all required and requested documentation and information, submitted by an applicant to the City of Two Rivers for a wireless permit.

"Applicant" means a person or entity filing an application for a wireless permit under this Chapter.

"Base Station," consistent with 47 C.F.R. § 1.6100(b)(1), means a structure or wireless equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. This definition does not include towers or any equipment associated with a tower.

"Eligible Facilities Request," consistent with 47 C.F.R. § 1.6100(b)(3), means any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving: (i) collocation of new transmission equipment; (ii) removal of transmission equipment; or (iii) replacement of transmission equipment.

"FCC" means the Federal Communications Commission.

"Governmental Pole," consistent with Wis. Stat. § 66.0414(1)(n), means a utility pole that is owned or operated by the City of Two Rivers in the right-of-way.

"Historic District," consistent with Wis. Stat. § 66.0414(3)(c)5, means an area designated as historic by the City of Two Rivers, listed on the national register of historic places in Wisconsin, or listed on the state register of historic places.

"Right-of-Way" means the surface of, and the space above and below the entire width of an improved or unimproved public roadway, highway, street, bicycle lane, landscape terrace, shoulder, side slope, public sidewalk, or public utility easement over which the City of Two Rivers exercises any rights of management and control or in which the City of Two Rivers has an interest.

"Small Wireless Facility," consistent with 47 C.F.R. § 1.6002(l), means a facility that meets each of the following conditions:

- (1) The structure on which antenna facilities are mounted, measured from ground level:

- i. is 50 feet or less in height, or
- ii. is no more than 10 percent taller than other adjacent structures, or
- iii. is not extended to a height of more than 50 feet or by more than 10 percent above its preexisting height, whichever is greater, as a result of the collocation of new antenna facilities;

(2) Each antenna (excluding associated antenna equipment) is no more than three cubic feet in volume;

(3) All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is cumulatively no more than 28 cubic feet in volume;

(4) The facility does not require antenna structure registration under 47 C.F.R. part 17;

(5) The facility is not located on Tribal land as defined in 36 C.F.R. § 800.16(x); and

(6) The facility does not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified by federal law.

“Support Structure” means any structure in the right-of-way (other than an electric transmission structure) capable of supporting wireless equipment, including a utility pole, a wireless support structure as defined in Wis. Stat. § 66.0414(1)(zp), or a base station.

“Tower,” consistent with 47 C.F.R. § 1.6100(b)(9), means any structure built for the sole or primary purpose of supporting any Federal Communication Commission (FCC) licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. This definition does not include utility poles.

“Transmission Equipment,” consistent with 47 C.F.R. § 1.6100(b)(9), means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

“Underground District,” consistent with Wis. Stat. § 66.0414(3)(c)5, means an area designated by the City of Two Rivers in which all pipes, pipelines, ducts, wires, lines, conduits, or other equipment, which are used for the transmission, distribution, or delivery of electrical power, heat, water, gas, sewer, or telecommunications equipment, are to be located underground.

“Utility Pole,” means a pole that is used in whole or in part by a communications service provider; used for electric distribution, lighting, traffic control, signage, or a similar function; or used for the collocation of small wireless facilities. “Utility pole” does not include a wireless support structure or an electric transmission structure.

“Utility Pole for Designated Services” means a utility pole owned or operated in a right-of-way by the City of Two Rivers that is designed to, or used to, carry electric distribution lines, or cables or wires for telecommunications, cable, or electric service.

“Wireless Equipment” means an antenna facility at a fixed location that enables wireless services between user equipment and a communications network, and includes all of the following: (a) equipment associated with wireless services; (b) radio transceivers, antennas, or coaxial, metallic, or fiber-optic cable located on, in, under, or otherwise adjacent to a support structure; (c) regular and backup power supplies; (d) equipment that is comparable to equipment specified in this definition regardless of technical configuration. “Wireless Equipment” does not include (a) the structure or improvements on, under, or within which the equipment is collocated; (b) wireline backhaul facilities; or (c) coaxial, metallic, or fiber-optic cable that is between utility poles or wireless support structures or that is not adjacent to a particular antenna. The definition of “Wireless Equipment” in this ordinance is consistent with the definition of “wireless facility” in Wis. Stat. § 66.0414(1)(z).

“Wireless Facility” or **“Facility”** means an installation at a fixed location in the right-of-way consisting of wireless equipment and the support structure, if any, associated with the wireless equipment.

“Wireless Infrastructure Provider” means any person or entity, other than a wireless services provider, that builds or installs wireless communications transmission equipment, antenna equipment, or wireless support structures.

“Wireless Permit” or **“Permit”** means a permit issued pursuant to this Chapter and authorizing the placement or modification of a wireless facility of a design specified in the permit at a particular location within the right-of-way, and the modification of any existing support structure to which the wireless facility is proposed to be attached.

“Wireless Provider” means a wireless infrastructure provider or a wireless services provider.

“Wireless Regulations” means those regulations adopted pursuant to Section 5(b)(1) to implement the provisions of this Chapter.

“Wireless Services” means any service using licensed or unlicensed wireless spectrum, including the use of a Wi-Fi network, whether at a fixed location or by means of a mobile device.

“Wireless Service Provider” means a person or entity that provides wireless services.

Definitions in this Section may contain quotations or citations to 47 C.F.R. §§ 1.6100 and 1.6002 and Wis. Stat. § 66.0414. In the event that any referenced section is amended, creating a conflict between the definition as set forth in this Chapter and the amended language of the referenced section, the definition in the referenced section, as amended, shall control.

- B. Purpose. In the exercise of its police powers, the City of Two Rivers has priority over all other uses of the right-of-way. The purpose of this Chapter is to provide the City of Two Rivers with a process for managing, and uniform standards for acting upon, requests for the

placement of wireless facilities within the right-of-way consistent with the City of Two Rivers' obligation to promote the public health, safety, and welfare; to manage the right-of-way; and to ensure that the public's use is not obstructed or incomed by the use of the right-of-way for the placement of wireless facilities. The City of Two Rivers recognizes the importance of wireless facilities to provide high-quality communications and internet access services to residents and businesses within the City of Two Rivers. The City of Two Rivers also recognizes its obligation to comply with applicable Federal and State laws regarding the placement of wireless facilities in the right-of-way including, without limitation, the Telecommunications Act of 1996 (47 U.S.C. § 151 et seq.), Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Wis. Stat. § 182.017, Wis. Stat. § 196.58, and Wis. Stat. § 66.0414, as amended, and this Chapter shall be interpreted consistent with those provisions.

C. Scope.

(1) **Applicability.** Unless exempted by Section 3(b), below, every person who wishes to place a wireless facility in the right-of-way or modify an existing wireless facility in the right-of-way must obtain a wireless permit under this Chapter.

(2) **Exempt Facilities.** The provisions of this Chapter (other than Sections 10-13) shall not be applied to applications for the following:

(a) Installation, maintenance, operation, or replacement of a small wireless facility strung on cables between two existing utility poles in compliance with the National Electrical Safety Code, provided that the small wireless facility does not exceed 24 inches in length, 15 inches in width, and 12 inches in height and has no exterior antenna longer than 11 inches.

(b) Installation of a mobile cell facility (commonly referred to as "cell on wheels" or "cell on truck") for a temporary period in connection with an emergency or event, but no longer than required for the emergency or event, provided that installation does not involve excavation, movement, or removal of existing facilities.

(c) Placement or modification of a wireless facility by City of Two Rivers staff or any person performing work under contract with the City of Two Rivers.

(d) The replacement of an existing small wireless facility with a small wireless facility that is substantially similar to, or the same size or smaller than, the existing small wireless facility, provided that there is no change to the support structure on which the small wireless facility is placed.

(e) Routine maintenance of a wireless facility.

(3) **Placement on City of Two Rivers-Owned or –Controlled Support Structures.** Any applicant who wishes to place wireless equipment on a support structure owned or controlled by the City of Two Rivers, including governmental poles and utility poles for designated services, must obtain a wireless permit under this Chapter and enter into an attachment agreement with the City of Two Rivers. The agreement shall include provisions regarding make-ready work and specify the compensation to be paid to the City of Two Rivers for use of the support structure in accordance with the standards set out in Wis. Stat. § 66.0414(4), as amended. Unless prohibited by state or federal law, the person or entity

seeking the agreement shall reimburse the City of Two Rivers for all costs the City of Two Rivers incurs in connection with its review of and action upon the request for an agreement.

D. **Nondiscrimination.** In establishing the rights, obligations, and conditions set forth in this Chapter, it is the intent of the City of Two Rivers to treat each applicant and right-of-way user in a competitively neutral and nondiscriminatory manner, to the extent required by law, while taking into account the unique technologies, situation, and legal status of each applicant or request for use of the right-of-way.

E. **Administration.**

(1) **Administrator.** The administrator is responsible for administering this Chapter.

(2) **Powers.** As part of the administration of this Chapter, the administrator may:

(a) Adopt wireless regulations governing the placement and modification of wireless facilities in addition to but consistent with the requirements of this Chapter, including regulations governing collocation, the resolution of conflicting applications for placement of wireless facilities, and aesthetic standards. The regulations must be published in advance of their enforcement.

(b) Interpret the provisions of the Chapter and the wireless regulations.

(c) Develop forms and procedures for submission of applications for wireless permits consistent with this Chapter.

(d) Collect any fee required by this Chapter.

(e) Establish deadlines for submission of information related to an application, and extend or shorten deadlines where appropriate and consistent with federal laws and regulations.

(f) Issue notices of incompleteness or requests for information in connection with any wireless permit application.

(g) Select and retain an independent consultant or attorney with expertise in telecommunications to review any issue that involves specialized or expert knowledge in connection with any permit application.

(h) Coordinate and consult with other City of Two Rivers staff, committees, and governing bodies to ensure timely action on all other required permits under Section 6(b)(11) of this Chapter.

(i) Negotiate attachment agreements for the placement of wireless equipment on governmental poles or utility poles for designated.

(j) Subject to appeal as provided in Section 8(d) of this Chapter, determine whether to grant, grant subject to conditions, or deny an application.

(k) Take such other steps as may be required to timely act upon wireless permit applications, including issuing written decisions and entering into agreements to mutually extend the time for action on an application.

F. Application.

(1) **Format.** Unless the wireless regulations provide otherwise, the applicant must submit both a paper copy and an electronic copy (in a searchable format) of any application, as well as any amendments or supplements to the application or responses to requests for information regarding an application, to the Administrator. An application is not complete until both the paper and electronic copies are received by the Administrator.

(2) **Content.** In order to be considered complete, an application must contain:

(a) All information required pursuant to the wireless regulations.

(b) A completed application cover sheet signed by an authorized representative of the applicant.

(c) The name of the applicant (including any corporate or trade name), and the name, address, email address, and telephone number of a local representative and of all duly authorized representatives and consultants acting on behalf of the applicant with respect to the filing of the application. If the applicant is a wireless infrastructure provider, the name and contact information for the wireless service provider(s) that will be using the wireless facility must also be provided.

(d) A statement of which state or federal deadline(s) apply to the application.

(e) A separate and complete description of each proposed wireless facility and the work that will be required to install or modify it, including but not limited to detail regarding proposed excavations, if any; detailed site plans showing the location of the facility and technical specifications for each element of the facility, clearly describing the site and all structures and equipment at the site before and after installation or modification and identifying the owners of such preexisting structures and equipment; and describing the distance to the nearest residential dwelling unit. Before and after 360-degree photo simulations must be provided for each facility.

(f) A certification by the applicant that the wireless facility will not materially interfere with the safe operation of traffic control equipment or sight lines or clear zones for transportation of pedestrians, and will fully comply with the federal Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.

(g) A certification by the applicant that the wireless facility will comply with relevant FCC regulations concerning radio frequency emissions from radio transmitters and unacceptable interference with public safety spectrum, including compliance with the abatement and resolution procedures for interference with public safety spectrum established by the FCC set forth in 47 C.F.R. §§ 22.97 to 22.973 and 47 C.F.R. §§ 90.672 to 90.675.

(h) A statement that the wireless facility will comply with the state electrical wiring code, as defined in Wis. Stat. § 101.80(4), as amended; the state plumbing code specified in Wis. Stat. § 145.13, as amended; the fire prevention code under Wis. Admin. Code § SPS 314, as amended; the Wisconsin commercial building code under Wis. Admin. Code §§ SPS 361 to 366, as amended; the Wisconsin uniform dwelling code under Wis.

Admin. Code §§ SPS 320 to 325, as amended; and all local amendments to those codes enacted solely to address imminent threats of destruction of property or injury to persons.

(i) A structural report performed by a professional engineer registered in the State of Wisconsin evidencing that the support structure on which the wireless equipment will be mounted will structurally support the equipment, or that the structure may and will be modified to meet structural requirements, in accordance with applicable codes, including the National Electric Safety Code and the National Electric Code.

(j) If the support structure on which the wireless equipment will be mounted is owned by a third party, a certification that the applicant has permission from the owner to mount its equipment on the structure. This is not required if the support structure is a governmental pole or a utility pole for designated services, as permission will be evidenced by the executed attachment agreement referenced in Section 3(c).

(k) To the extent that filing of the wireless permit application establishes a deadline for action on any other permit that may be required in connection with the wireless facility, the application must include complete copies of applications for every required permit (including without limitation electrical permits, building permits, traffic control permits, and excavation permits), with all engineering completed.

(l) Payment of all required fees.

(3) **Waivers.** Requests for waivers from any requirement of this Section 6 shall be made in writing to the Administrator. The Administrator may grant a request for waiver if it is demonstrated that, notwithstanding the issuance of the waiver, the City of Two Rivers will be provided with all information necessary to understand the nature of the construction or other activity to be conducted pursuant to the wireless permit sought.

(4) **Eligible Facilities Requests.** If the applicant asserts in writing that its application is an eligible facilities request, the City of Two Rivers will only require the applicant to provide that information set forth in subsection (b) to the extent reasonably related to determining whether the request meets the definition of “eligible facilities request” under 47 C.F.R. § 1.6100(b)(3). The applicant will be required to submit evidence that the application relates to an existing tower or base station that has been approved by the City of Two Rivers. Before and after 360-degree photo simulations must be provided with detailed specifications demonstration that the modification does not substantially change the physical dimensions of the existing approved tower or base station.

(5) **Fees.** Applicant must pay an application fee in an amount set by the Two Rivers City Council to allow recovery of the City of Two Rivers’ direct costs of processing the application, subject to the limits contained in state and federal law, including Wis. Stat. § 66.0414(3)(d), as amended.

(6) **Public Records.** Applications are public records that may be made publicly available pursuant to state and federal public records law. Notwithstanding the foregoing, the applicant may designate portions of the application materials that it reasonably believes contain proprietary or confidential information by clearly marking each portion of such materials accordingly, and the City of Two Rivers shall endeavor to treat the information as

proprietary and confidential, subject to applicable state and federal public records laws and the Administrator's determination that the applicant's request for confidential or proprietary treatment of the application materials is reasonable. The City of Two Rivers shall not be required to incur any costs to protect the application from disclosure.

G. General Standards.

(1) **Generally.** Wireless facilities shall meet the minimum requirements set forth in this Chapter and the wireless regulations, in addition to the requirements of any other applicable law or regulation.

(2) **Regulations.** The wireless regulations and decisions on wireless permits shall, at a minimum, ensure that the requirements of this Chapter are satisfied, unless it is determined that the applicant has established that denial of an application would, within the meaning of federal law, prohibit or effectively prohibit the provision of telecommunications or personal wireless services, or otherwise violate applicable laws or regulations. If that determination is made, the requirements of this Chapter and the wireless regulations may be waived, but only to the extent required to avoid the prohibition.

(3) **Standards.**

(a) Wireless facilities shall be installed and modified in a manner that:

- (1) Minimizes risks to public safety;
- (2) Ensures that placement of wireless equipment on existing support structures is within the tolerance of those structures;
- (3) Ensures that new support structures will not be installed when the applicant has the right to place its wireless facility on an existing structure on reasonable terms and conditions and placement in that location is technically feasible and not materially more expensive;
- (4) Avoids installation or modification of a utility pole that would exceed the height limits set forth in Wis. Stat. § 66.0414(2)(e)2, as amended;
- (5) Avoids placement of aboveground wireless facilities in historic districts and underground districts (except for placing equipment on or replacing pre-existing support structures, so long as the collocation or replacement reasonably conforms to the design aesthetics of the original support structure);
- (6) Avoids placement of wireless facilities in residential areas when commercial or industrial areas are reasonably available;
- (7) Maintains the integrity and character of the neighborhoods and corridors in which the facilities are located;
- (8) Ensures that the City of Two Rivers bears no risk or liability as a result of the installations; and
- (9) Ensures that applicant's use does not obstruct or hinder travel, drainage, maintenance, or the public health, safety, and general welfare; inconvenience the public; interfere with the primary uses of the right-of-way; or hinder the ability of

the City of Two Rivers or other government entities to improve, modify, relocate, abandon, or vacate the right-of-way or any portion thereof, or to cause the improvement, modification, relocation, vacation, or abandonment of facilities in the right-of-way.

(b) In no event may ground-mounted equipment interfere with pedestrian or vehicular traffic and at all times must comply with the requirements of the Americans with Disabilities Act of 1990.

(4) **Standard Permit Conditions.** All wireless permits, whether granted under this Chapter or deemed granted by operation of state or federal law, are issued subject to the following minimum conditions:

(a) **Compliance.** The permit holder shall at all times maintain compliance with all applicable Federal, State, and local laws, regulations, and other rules.

(b) **Construction Deadline.** The permit holder shall commence the activity authorized by the permit no later than 365 days after the permit is granted and shall pursue work on the activity until completion.

(c) **Contact Information.** The permit holder shall at all times maintain with the City of Two Rivers accurate contact information for the permit holder and all wireless service providers making use of the facility, which shall include a phone number, mailing address, and email address for at least one natural person.

(d) **Emergencies.** The City of Two Rivers shall have the right to support, repair, disable, or remove any elements of the facilities in emergencies or when the facility threatens imminent harm to persons or property.

(e) **Indemnification.** The permit holder, by accepting a permit under this Chapter, agrees to indemnify and hold harmless the City of Two Rivers, its elected and appointed officials, officers, employees, agents, representatives, and volunteers (collectively, the "Indemnified Parties") from and against any and all liability and loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of rights-of-way by the permit holder or anyone acting under its direction or control or on its behalf arising out of the rights and privileges granted under this Chapter, even if liability is also sought to be imposed on one or more of the Indemnified Parties. The obligation to indemnify, and hold harmless the Indemnified Parties shall be applicable even if the liability results in part from an act or failure to act on the part of one or more of the Indemnified Parties. However, the obligation does not apply if the liability results from the sole negligence or willful misconduct of an Indemnified Party.

(f) **Adverse Impacts on Adjacent Properties.** The permit holder shall undertake all reasonable efforts to avoid undue adverse impacts to adjacent properties and/or uses that may arise from the construction, operation, maintenance, modification, or removal of the facility.

(g) **General Maintenance.** The wireless facility and any associated structures shall be maintained in a neat and clean manner and in accordance with all approved plans and conditions of approval.

(h) **Graffiti Removal.** All graffiti on facilities shall be removed at the sole expense of the permit holder within 48 hours after notification from the City of Two Rivers.

(i) **Relocation.** At the request of the City of Two Rivers pursuant to Section 10 of this Chapter, the permit holder shall promptly and at its own expense permanently remove and relocate its wireless facility in the right-of-way.

(j) **Abandonment.** The permit holder shall promptly notify the City of Two Rivers whenever a facility has not been in use for a continuous period of 60 days or longer and must comply with Section 11 of this Chapter.

(k) **Restoration.** A permit holder who removes or relocates a facility from the right-of-way or otherwise causes any damage to the right-of-way in connection with its activities under this Chapter must restore the right-of-way in accordance with Section 12 of this Chapter.

(l) **Record Retention.** The permit holder shall retain full and complete copies of all permits and other regulatory approvals issued in connection with the facility, which includes without limitation all conditions of approval, approved plans, resolutions, and other documentation associated with the permit or regulatory approval. In the event the City of Two Rivers cannot locate any such full and complete permits or other regulatory approvals in its official records, and the permit holder fails to retain full and complete records in the permit holder's files, any ambiguities or uncertainties that would be resolved through an examination of the missing documents will be conclusively resolved against the permit holder.

(m) **Radio Frequency Emissions.** Every wireless facility shall at all times comply with applicable FCC regulations governing radio frequency emissions, and failure to comply with such regulations shall be treated as a material violation of the terms of the permit.

(n) **Certificate of Insurance.** A certificate of insurance sufficient to demonstrate to the satisfaction of the Administrator that the applicant has the capability to cover any liability that might arise out of the presence of the facility in the right-of-way.

H. Application Processing and Appeal.

(1) **Rejection for Incompleteness.** Notices of incompleteness shall be provided in conformity with state, local, and federal law, including 47 C.F.R. § 1.6003(d) and Wis. Stat. § 66.0414(3)(c), as amended.

(2) **Processing Timeline.** Wireless permit applications (including applications for other permits under Section 6(b)(11) necessary to place or modify the facility) and appeals will be processed in conformity with the deadlines set forth in state, local, and federal law, as amended, unless the applicant and the City of Two Rivers agree to an extension.

(3) **Written Decision.** In the event that an application is denied (or approved with conditions beyond the standard permit conditions set forth in Section 7(d)), the Administrator shall issue a written decision with the reasons therefor, supported by substantial evidence contained in a written record. If the permit is for a small wireless facility, the applicant may cure the deficiencies identified in the written decision denying the permit and re-submit the

application no later than 30 days after receipt without being required to pay an additional application fee.

(4) **Appeal to City of Two Rivers Council.** Any person adversely affected by the decision of the Administrator may appeal that decision to the City of Two Rivers Council, which may decide the issues *de novo*, and whose written decision will be the final decision of the City. An appeal by a wireless infrastructure provider must be taken jointly with the wireless service provider that intends to use the wireless facility. If an applicant contends that denial of the application would prohibit or effectively prohibit the provision of service in violation of federal law, or otherwise violate applicable law, the documentation accompanying the appeal must include that contention and provide all evidence on which the applicant relies in support of that claim.

(5) **Deadline to Appeal.**

(a) Appeals that involve eligible facilities requests must be filed within three business days of the written decision of the Administrator.

(b) All other appeals not governed by Section 8(e)(1), above, must be filed within seven business days of the written decision of the Administrator, unless the Administrator extends the time therefor. An extension may not be granted where extension would result in approval of the application by operation of law.

(6) **Decision Deadline.** All appeals shall be conducted so that a timely written decision may be issued in accordance with the applicable deadline.

I: Revocation.

(1) **Revocation for Breach.** A wireless permit may be revoked for failure to comply with the conditions of the permit or applicable federal, state, or local laws, rules, or regulations. Upon revocation, the facilities for which the permit has been revoked must be removed within 30 days of receipt of written notice from the City of Two Rivers. All costs incurred by the City of Two Rivers in connection with the revocation, removal, and right-of-way restoration shall be paid by the permit holder.

(2) **Failure to Obtain Permit.** Unless exempted from permitting by Section 3(b) of this Chapter, a wireless facility installed without a wireless permit must be removed within 30 days of receipt of written notice from the City of Two Rivers. All costs incurred by the City of Two Rivers in connection with the notice, removal, and right-of-way restoration shall be paid by the entities who own or control any part of the wireless facility.

J. Relocation. Except as otherwise prohibited by state or federal law, a permit holder must promptly and at its own expense, with due regard for seasonal working conditions and as directed by the City of Two Rivers, permanently remove and relocate any of its wireless facilities in the right-of-way whenever such relocation is necessary to prevent the wireless facility from interfering with a present or future City of Two Rivers use of the right-of-way; a public improvement undertaken by the City of Two Rivers; an economic development project in which the City of Two Rivers has an interest or investment; when the public health, safety, or welfare require it; or when necessary to prevent interference with the safety and convenience of ordinary travel over the right-of-way. Notwithstanding the foregoing, a permit holder shall not be required to remove or relocate its facilities from any right-of-way that has

been vacated in favor of a non-governmental entity unless and until that entity pays the reasonable costs of removal or relocation to the permit holder.

K. Abandonment.

(1) **Cessation of Use.** In the event that a permitted facility within the right-of-way is not in use for a continuous period of 60 days or longer, the permit holder must promptly notify the City of Two Rivers and do one of the following:

(a) Provide information satisfactory to the Administrator that the permit holder's obligations for its facilities under this Chapter have been lawfully assumed by another permit holder.

(b) Submit to the Administrator a proposal and instruments for dedication of the facilities to the City of Two Rivers. If a permit holder proceeds under this Section 11(a)(2), the City of Two Rivers may, at its option:

(1) Accept the dedication for all or a portion of the facilities;

(2) Require the permit holder, at its own expense, to remove the facilities and perform the required restoration under Section 12; or

(3) Require the permit holder to post a bond¹ or provide payment sufficient to reimburse the City of Two Rivers for reasonably anticipated costs to be incurred in removing the facilities and undertaking restoration under Section 12.

(c) Remove its facilities from the right-of-way within one year and perform the required restoration under Section 12, unless the Administrator waives this requirement or provides a later deadline.

(2) **Abandoned Facilities.** Facilities of a permit holder who fails to comply with Section 11(a) and which, for one year, remain unused shall be deemed to be abandoned.

Abandoned facilities are deemed to be a nuisance. In addition to any remedies or rights it has at law or in equity, the City of Two Rivers may, at its option:

(a) abate the nuisance and recover the cost from the permit holder or the permit holder's successor in interest;

(b) take possession of the facilities; and/or

(c) require removal of the facilities by the permit holder or the permit holder's successor in interest.

L. Restoration. In the event that a permit holder removes or is required to remove a wireless facility from the right-of-way under this Chapter (or relocate it pursuant to Section 10), or otherwise causes any damage to the right-of-way in connection with its activities under this Chapter, the permit holder must restore the right-of-way to its prior condition in accordance with City of Two Rivers specifications. However, a support structure owned by another entity authorized to maintain that support structure in the right-of-way need not be removed but must instead be restored to its prior condition. If the permit holder fails to make the restorations required by this Section 12, the City of Two Rivers at its option may do such

work after providing 15 days' written notice to the permit holder. In that event, the permit holder shall pay to the City of Two Rivers, within 30 days of billing therefor, the cost of restoring the right-of-way.

- M. Severability. If any section, subsection, clause, phrase, or portion of this Chapter is for any reason held to be illegal or otherwise invalid by any court or administrative agency of competent jurisdiction, such illegal or invalid portion shall be severable and shall not affect or impair any remaining portion of this Chapter, which shall remain in full force and effect.

SECTION 2. This ordinance shall take effect and be in force from and after its date of passage and publication of same.

Dated this 1st day of November, 2021.

Adam Wachowski
President, City Council

Gregory E. Buckley
City Manager

Attest:

Jamie Jackson
City Clerk

Approved as to form and legality:

John M. Bruce
City Attorney

--MEMORANDUM--

TO: City Council

**FROM: Gregory E. Buckley
City Manager**

DATE: October 29, 2021

SUBJECT: 2021 Clean Water Fund Borrowing

The November 1 Council agenda includes a resolution prepared by our bond counsel at Quarles & Brady, authorizing borrowing for 2021 sanitary sewer projects through the State’s Clean Water Fund Loan Program (CWFLP).

The resolution also authorizes the City Manager and City Clerk to sign the related Financial Assistance Agreement with the CWFLP.

The projects to be funded through this borrowing have already been completed or contracted for, with the understanding that the long-term financing would be provided by the CWFLP. All projects are eligible for approximately 30 percent principal forgiveness through the CWFLP—that is, 30 percent of the costs for these projects will be treated like a grant and will not have to be repaid by the City.

The projects being funded are:

	<u>Borrowing Amt. After 30% PF</u>
Sanitary Sewer and Lateral Replacement on 24th St (Forest - Jefferson), 25th St (W River - Forest) and Madison St (19th- 22nd)	\$669,000
Public Sanitary Lateral Replacement (scattered, in tandem with lead water service line replacements)	\$198,000
Pine Tree Lift Station Improvements	\$252,000
TOTAL	\$1,119,173*

***Does not exactly match borrowing figure in resolution due to rounding**

Total cost for these projects is \$1,596,140. The net amount of borrowing for these projects after applying principal forgiveness of \$496,967, which is \$1,119,167, will be repaid by:

- Tax Incremental District No. 8 (24th, 25th and Madison Streets projects)
- The City’s Wastewater Utility (lateral replacements and Pine Tree lift station improvements)

Those payments will be over a 20-year term, at an interest rate of 1.485 percent.

A second Clean Water Fund Loan—for the stormwater pond to be located at the north end of the former Eggers downtown plant site—will be presented for Council action later this year or early in 2022.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO \$1,119,173 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2021,
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 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 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 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 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 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, the 2008 Bonds, the 2014 Bonds, the 2018 Bonds, the 2018B Bonds and the 2019 Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 2008 Resolution, the 2014 Resolution, the 2018 Resolution, the 2018B Resolution and the 2019 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. 4107-46 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-2019-0623 and dated September 11, 2019 and No. S-2020-0838 and dated November 4, 2020 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 or waived by the sole registered owner of the Prior Bonds, the State of Wisconsin Clean Water Fund Program, as evidenced by the Consent attached hereto as Exhibit B, which has provided consent to issue the Bonds on a parity with the Prior Bonds; 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 \$1,119,173 Sewerage System Revenue Bonds, Series 2021, 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 and the 2019 Bonds collectively;

(p) "Prior Resolutions" means the 2008 Resolution, the 2014 Resolution, the 2018 Resolution, the 2018B Resolution and the 2019 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; and

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

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$1,119,173; 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 2021" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 1.485% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form

attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on May 1, 2022 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 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 CWFPP 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 adviser, 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 \$1,119,173 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 CWFPP Project Fund." The Sewerage System CWFPP 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 CWFPP 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: November 1, 2021

Approved: November 1, 2021

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 2021

Final
Maturity Date

May 1, 2041

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, 2022 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 1.485% per annum, calculated on the basis of a 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, 2022.

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 (the "Financial Assistance Agreement") 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, 2022 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at One and 485/1000ths percent (1.485%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof (except the final maturity) and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date and mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

The Bonds shall not be redeemable prior to their maturity, except as provided in the Financial Assistance Agreement.

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 November 1, 2021, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$1,119,173 Sewerage System Revenue Bonds, Series 2021, 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 and Sewerage System Revenue Bonds, Series 2019, dated November 27, 2019, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its 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

\$1,119,173

CITY OF TWO RIVERS, WISCONSIN
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2021

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

COPY

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2022	\$48,470.99
May 1, 2023	49,190.78
May 1, 2024	49,921.26
May 1, 2025	50,662.59
May 1, 2026	51,414.93
May 1, 2027	52,178.45
May 1, 2028	52,953.30
May 1, 2029	53,739.65
May 1, 2030	54,537.69
May 1, 2031	55,347.57
May 1, 2032	56,169.48
May 1, 2033	57,003.60
May 1, 2034	57,850.10
May 1, 2035	58,709.18
May 1, 2036	59,581.01
May 1, 2037	60,465.78
May 1, 2038	61,363.70
May 1, 2039	62,274.95
May 1, 2040	63,199.74
May 1, 2041	64,138.25



EXHIBIT B

STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Joel Brennan, Secretary
Brian Pahnke, Division Administrator

City of Two Rivers Sewerage System Revenue Bonds, Series 2021 Consent to Issue on a Parity

WHEREAS, the City of Two Rivers, Manitowoc County, Wisconsin (the "City") issued and has outstanding its

- (a) \$6,297,058 of Sewerage System Revenue Bonds, Series 2008, dated March 26, 2008 (the "2008 Bonds"), pursuant to a resolution adopted on March 17, 2008 (the "2008 Resolution");
- (b) \$787,693 of Sewerage System Revenue Bonds, Series 2014, dated December 23, 2014 (the "2014 Bonds"), pursuant to a resolution adopted on December 15, 2014 (the "2014 Resolution");
- (c) \$930,219 of Sewerage System Revenue Bonds, Series 2018, dated February 28, 2018 (the "2018 Bonds"), pursuant to a resolution adopted on February 5, 2018 (the "2018 Resolution");
- (d) \$4,677,695 of Sewerage System Revenue Bonds, Series 2018B, dated October 24, 2018 (the "2018B Bonds"), pursuant to a resolution adopted on October 1, 2018 (the "2018B Resolution"); and
- (e) \$2,023,887 of Sewerage System Revenue Bonds, Series 2019, dated November 27, 2019 (the "2019 Bonds"), pursuant to a resolution adopted on November 18, 2019; and

WHEREAS, the 2008 Bonds, 2014 Bonds, 2018 Bonds, 2018B Bonds, and the 2019 Bonds are collectively referred to herein as the "Prior Bonds"; and

WHEREAS, the 2008 Resolution, 2014 Resolution, 2018 Resolution, 2018B Resolution, and the 2019 Resolution are collectively referred to herein as the "Prior Resolutions"; and

WHEREAS, the City now proposes to issue approximately \$1,119,173 of Sewerage System Revenue Bonds, Series 2021 (the "2021 Bonds"), on a parity with the Prior Bonds and to sell the 2021 Bonds to the State on or about November 10, 2021; and

WHEREAS, the City expressed, in a city council resolution adopted on August 23, 2021, its intent to appropriate available tax increment revenues of tax increment district number eight (the "TID No. 8") to pay debt service on the 2021 Bonds to the extent that proceeds of the 2021 Bonds are used to finance TID No. 8 Projects; and

WHEREAS, the City has, since 2019, annually appropriated approximately \$26,500 of available tax increment revenues of tax increment district number seven (the "TID No. 7") to pay debt service on the 2018 Bonds;

WHEREAS, because the City's planned future appropriations from TID No. 8 are not included in the calculation of 2020 net revenues of the sewerage system for the purpose of the additional bonds test of the Prior Resolutions, the 2020 net revenues are not sufficient to allow the 2021 Bonds to be issued on a parity with the Prior Bonds; and

WHEREAS, the City requested consent from the State to issue the 2021 Bonds on a parity with the Prior Bonds; and

WHEREAS, the State has determined that this approach aids the purpose of the Clean Water Fund.

NOW, THEREFORE, the State, as sole registered owner of all the Prior Bonds, consents to the issuance of the 2021 Bonds on a parity with the Prior Bonds. This consent only applies to the issuance of the 2021 Bonds and shall not extend to any additional bonds or prejudice any rights or remedies whatever that the State may have with respect to the issuance of any additional bonds.

Dated November 10, 2021

State of Wisconsin Clean Water Fund



By: _____
David Erdman
Capital Finance Director

ACCEPTED by:
City of Two Rivers, Wisconsin

By: _____
Gregory E. Buckley
City Manager

Attest: _____
Jamie Jackson
City Clerk

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

—————
\$1,596,140 With up to \$476,967 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT
—————

Dated as of November 10, 2021
—————

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. 4107-46

TABLE OF CONTENTS

ARTICLE I DEFINITIONS; RULES OF INTERPRETATION

Section 1.01.	Definitions	2
Section 1.02.	Rules of Interpretation	5

ARTICLE II REPRESENTATIONS

Section 2.01.	Representations of the CWFP	6
Section 2.02.	Representations of the Municipality	6

ARTICLE III LOAN PROVISIONS

Section 3.01.	Loan Clauses	10
Section 3.02.	Municipal Obligations Amortization	10
Section 3.03.	Type of Municipal Obligation and Security	11
Section 3.04.	Other Amounts Payable	11
Section 3.05.	Sale and Redemption of Municipal Obligations	11
Section 3.06.	Disbursement of Financial Assistance	12
Section 3.07.	Remedies	13
Section 3.08.	Security for the Municipal Obligations	14
Section 3.09.	Effective Date and Term	14

ARTICLE IV CONSTRUCTION OF THE PROJECT

Section 4.01.	Insurance	15
Section 4.02.	Construction of the Project	15
Section 4.03.	Performance Bonds	15
Section 4.04.	Completion of the Project	15
Section 4.05.	Payment of Additional Project Costs	16
Section 4.06.	No Warranty Regarding Condition, Suitability, or Cost of Project	16

ARTICLE V COVENANTS

Section 5.01.	Application of Financial Assistance	17
Section 5.02.	Operation and Maintenance; Equipment Replacement Fund	17
Section 5.03.	Compliance with Law	17
Section 5.04.	Public Ownership	17
Section 5.05.	Establishment of Project Accounts; Audits	17
Section 5.06.	Records	18
Section 5.07.	Project Areas	18
Section 5.08.	Engineering Inspection	18
Section 5.09.	Tax Covenants	18
Section 5.10.	User Fee Covenant	19
Section 5.11.	Notice of Impaired System	19
Section 5.12.	Hold Harmless	19
Section 5.13.	Nondiscrimination Covenant	19
Section 5.14.	Employees	19
Section 5.15.	Adequate Funds	20

Section 5.16.	Management	20
Section 5.17.	Reimbursement	20
Section 5.18.	Unpaid User Fees	20
Section 5.19.	Sewer Use Ordinance	20
Section 5.20.	Rebates	20
Section 5.21.	Maintenance of Legal Existence	20
Section 5.22.	Wage Rate Requirements	20
Section 5.23.	Fiscal Sustainability Plan	21
Section 5.24.	Use of American Iron and Steel	21
Section 5.25.	Federal Single Audit	21

ARTICLE VI
MISCELLANEOUS

Section 6.01.	Notices	22
Section 6.02.	Binding Effect	22
Section 6.03.	Severability	22
Section 6.04.	Amendments, Supplements, and Modifications	22
Section 6.05.	Execution in Counterparts	22
Section 6.06.	Applicable Law	22
Section 6.07.	Benefit of Financial Assistance Agreement	23
Section 6.08.	Further Assurances	23
Section 6.09.	Assignment of Municipal Obligations	23
Section 6.10.	Covenant by Municipality as to Compliance with Program Resolution	23
Section 6.11.	Termination	23
Section 6.12.	Rescission	23

EXHIBIT A	PROJECT BUDGET SHEET
EXHIBIT B	LOAN AMORTIZATION SCHEDULE
EXHIBIT C	LOAN DISBURSEMENT TABLE
EXHIBIT D	OPERATING CONTRACTS
EXHIBIT E	DISADVANTAGED BUSINESS ENTERPRISES CONTRACT UTILIZATION
EXHIBIT F	PROJECT MANAGER SUMMARY PAGE
EXHIBIT G	FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated November 10, 2021, 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 29, 2020, 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; 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-2019-0623, dated September 11, 2019, and S-2020-0838, dated November 4, 2020, 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 a portion of the Loan principal pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required per the Act, Statute, Regulations, or this FAA. The amount of principal forgiveness available for this Project as of the date of this FAA is \$476,967. 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. 4107-46 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the 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 follows:

- (a) The Municipality possesses the legal municipal form of a city under ch. 64, 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 \$1,119,173 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 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 all the applicable requirements in s. 281.58, Wis. Stats., and ch. NR 162, Wis. Adm. Code.

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

(u) The Municipality is in substantial compliance with all conditions, requirements, and terms of 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 December 21, 2021.

(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-state.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 \$1,596,140 with Principal Forgiveness of \$476,967 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 \$1,119,173. The CWFP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.
- (b) Prior to disbursement, Loan proceeds shall be held by the CWFP or by the Trustee for the account of the CWFP. Earnings on undisbursed Loan proceeds shall be for the account of the CWFP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.06 hereof.
- (c) The Loan shall bear interest at the rate of one and 485/1000ths percent (1.485%) 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 \$476,967; 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 November 10, 2021. 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. Notwithstanding the foregoing, upon six months advance notice to DOA, the Municipality may make a single full or partial prepayment using funds available from its Tax Incremental District No. 8 (TID 8). Such prepayment may only occur on one of: May 1, 2029; May 1, 2030; or May 1, 2031.
- (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) days 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 reimbursement 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. Fiscal Sustainability Plan The Municipality has completed all required components of a Fiscal Sustainability Plan and shall maintain the plan at least for the life of the Loan.

Section 5.24. 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 5.25 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. 4107-46

	Total Project Costs	Costs Funded Through SDWLP	Costs Funded Through WIFTA LSL Program	Ineligible Costs paid by Muni	CWFP Total Award Amount for the Project
Force Account	\$490,000	\$163,000	\$0	\$78,000	\$249,000
Interim Financing Costs	\$0	\$0	\$0	\$0	\$0
Preliminary Engineering	\$49,250	\$4,000	\$0	\$0	\$45,250
Land or Easement Acquisition	\$0	\$0	\$0	\$0	\$0
Engineering/Construction Mgmt.	\$33,000	\$16,500	\$0	\$0	\$16,500
Construction/Equipment	\$3,648,976	\$1,101,873	\$295,560	\$1,041,648	\$1,209,895
Contingency	\$60,495	\$0	\$0	\$0	\$60,495
Miscellaneous Costs	\$7,500	\$2,500	\$0	\$0	\$5,000
Closing Costs	\$20,000	\$10,000	\$0	\$0	\$10,000
Total	\$4,309,221	\$1,297,873	\$295,560	\$1,119,648	\$1,596,140
Principal Forgiveness ^A					\$476,967
Net SDWLP Loan Amount					\$1,119,173

A = Principal Forgiveness is calculated and awarded up to 30% of the total CWFP Principal Forgiveness Eligible Costs for this Project, with a Principal Forgiveness cap of \$476,967.

EXHIBIT B

LOAN AMORTIZATION SCHEDULE

INTEREST RATES AND PRINCIPAL REPAYMENT SCHEDULE

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: 4107-46	Loan/Grant Amount: \$1,596,140
Project Description: Sewer Rehab/Replace-24th, 25th, & Madison Streets, plus Laterals; Pine Tree Lift Station		
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:	<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			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <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			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <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			
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:	<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			
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. 4107-46

1. **Project Description:** This Project includes rehabilitating portions of the sanitary sewer through either lining or replacement of main-line sewers and sanitary laterals on 24th Street between Forest Avenue and Jefferson Street, on 25th Street between West River Street and Forest Avenue, and on Madison Street between 19th Street and 22nd Street. This Project will also replace the Pine Tree Drive Lift Station with a new structure and pumps, and will relocate the lift station to the other side of the street. CWFP Project 4107-53 is also incorporated into this FAA.
2. **Ineligible Costs:** Costs related to the water mains, the private water laterals, the stormwater sewer, and sidewalk/driveway reconstruction were deemed ineligible for CWLP funding. In total, \$2,713,081 in project costs are considered ineligible for this Project. The ineligible costs include \$1,297,873 in watermain-related costs that will be paid through SDWLP project 4920-37, \$295,560 in private water service line costs that will be paid through SDW Private Lead Service Line Replacement Program project 4920-41, and \$1,119,648 in costs that will be covered by the City of Two Rivers' 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.
4. **Miscellaneous Costs:** As shown in the Project Budget Sheet (Exhibit A), CWFP funding in the amount of \$5,000 is included in the Miscellaneous category for:
 - ◆ Administrative Expenses - \$3,000
 - ◆ Geotechnical Investigation - \$2,000
5. **Contingency Allowance:** The contingency allowance of \$60,495 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.
7. **DBE Good Faith Effort:** Price & Sons, Inc., a certified MBE, is a subcontractor for this Project. A subcontract was awarded to Price & Sons, Inc. for a total of \$24,000. The Municipality and prime contractors made good-faith efforts to utilize DBEs in the Project.
8. **American Iron and Steel:** This Project is subject to the use of American Iron and Steel (AIS) requirements of section 608 of the Act.
10. **Principal Forgiveness:** This Project is awarded up to \$476,967 in Principal Forgiveness. The municipality has reached the Principal Forgiveness cap of \$750,000 per municipality per state fiscal year, due to Principal Forgiveness also being allocated to CWFP project #4107-49. All disbursements will be processed at a 30% Principal Forgiveness rate up to \$476,967.
11. **Fiscal Sustainability Plan:** The Municipality certified to DNR that a Fiscal Sustainability Plan (FSP) that meets the requirements of section 603(d)(1)(E) of the Act has been developed and that the plan will be maintained at least for the life of the Loan.

12. Tax Increment Support: The Municipality has, since 2019, annually appropriated approximately \$26,500 of available tax increment revenues of tax increment district number seven to pay debt service on CWF project 4107-18. In a resolution dated August 23, 2021, the Municipality's City Council declared its intent to appropriate available tax increment revenues of tax increment district number eight to pay debt service on this Loan to the extent that the Project benefits tax increment district number eight.

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. 4107-46 (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. 4107-46 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: _____



Date: October 21, 2021
To: Greg Buckley, City Manager
From: Jim Mc Donald, City Engineer / Public Works Director
Re: Replacement Snow Blower Recommendation

We are about to receive an End Loader with sufficient capacity to transport and use a new snow blower that will meet current air emission standards. We have been planning to purchase the new snow blower in late 2022 or early 2023 for a budget estimate of \$300,000.

For a number of factors currently impacting (principally) the price of steel, we have recently learned that the price of the blower units increased by 5 percent last month and are scheduled to increase another 8 percent on November 1, 2021, a total of 13 %.

Our normal vender has secured a freeze on the pre-October 1 Price for two different units. We have an opportunity to lock in an order for one of them if we can do so by November 1.

The unit choices include a new version of the Manufacturer Model we have been using and another unit that will be available to the vender on November 1. The prices are \$241,873 for the SnoGo model and \$234,073 for the other brand, a brand that is well recognized and long established, with an excellent reputation. Both units can do the job with the latter being of greater capacity and \$7,800 less in cost.

We recommend that Council authorize the City Manager to lock in an order for the unit selected by staff within the next week. The price is not to exceed the cost of the more expensive unit. This will lock in both availability and price. Due to the current price increases, the vender is confident that he can sell the ordered unit without penalty should the City choose to retract the order.

As the vender is not yet technically authorized to sell in this State yet, he is the dealer of record in surrounding seven states for the unnamed unit.

This is a very new opportunity and staff would like to review the newly introduced unit in greater detail



RESOLUTION
AUTHORIZING PURCHASE OF PUBLIC WORKS REPLACEMENT SNOWBLOWER
AND DECLARING OFFICIAL INTENT TO REIMBURSE SUCH EXPENDITURE FROM
THE PROCEEDS OF 2022 CAPITAL PROJECTS BORROWING

WHEREAS, the City of Two Rivers is in the process of reviewing the proposed 2022 City Budget, with review by the City Council Personnel and Finance Committee ongoing; and

WHEREAS, the 2022 Capital Equipment Budget for the Department of Public Works, as recommended by the City Manager, includes the purchase of a new snowblower for use by the Street Division of the Department of Public works, to replace an existing unit purchased in 1993; and,

WHEREAS, Public Works staff have obtained pricing for such a replacement unit, at a cost of \$234,073, but that pricing is set to increase by eight percent (\$18,726) if the unit is ordered after November 1, 2021; and

WHEREAS, the City Manager and Personnel and Finance Committee concur that replacement of this twenty-eight year-old unit is appropriate and will be included in the Committee's recommended capital budget for 2022, to be funded through ten-year borrowing; and

WHEREAS, it is to the City's financial advantage to place the order for this equipment now, for expected delivery in mid-2022, to "lock in" current pricing and avoid pending and possible future price increases;

NOW, THEREFORE, BE IT RESOLVED:

Section 1 Authorization to Purchase. The City Council does hereby authorize the purchase of the new, replacement snowblower, at a total cost not exceeding \$241,873; and

Section 2. Declaration of Official Intent. The City hereby officially declares its intent to reimburse said expenditures with proceeds of tax-exempt, general obligation borrowing, the principal amount of which will not exceed \$241,873; and

Section 3. Anticipated Timing of Borrowings. The City anticipates closing on the borrowing for the equipment purchase cited above prior to July 31, 2022, and

Section 4. 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 5. 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; and

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

Dated this 1st day of November, 2021.

Councilmember

Gregory E. Buckley
City Manager

City of Two Rivers
2022 Budget Review Schedule

Wed., July 28, 2021	Distribute Budget Schedule and Guidelines to Department Heads
August 2-13	City Manager and Finance Director meet with Department Heads to update 5-Year Capital Plan, develop Capital Funds budgets and Special Revenue Funds budgets
Fri., September 10	General Fund Budgets due to Finance Department
	<u>Staff Review of General Fund Budgets</u>
Mon., September 20	General Government (<i>City Council, Legal, Insurance, City Manager, Inspections, Planning, Clerk, Elections, Economic Development, Information Systems, Miscellaneous, Finance, Assessor, Miscellaneous Government</i>)
Tues., September 21	Police Department, Judicial, & Fire Department
Wed., September 22	Health & Human Services, Parks & Recreation
Thur., September 23	Public Works
Fri., September 24	Follow up meetings as needed
Fri., October 1	All Utility Budgets due to Finance Department
	<u>Committee & Council Review of Budgets</u>
Wed., September 29	<u>Personnel & Finance</u> - Debt Service, Capital Projects Funds and Special Revenue Funds Budgets
Wed., October 6	<u>Personnel & Finance</u> - Tax Supported Operating Budgets (General Fund and Library)
Wed., October 13	<u>Personnel & Finance</u> - Tax Supported Operating Budgets
Wed., October 20	<u>Personnel & Finance</u> - Budget Review Session
Tue., October 26	<u>Personnel & Finance</u> - Budget Review Session
Wed., November 3	<u>Personnel & Finance</u> - Review of Utility Budgets (joint meeting with <u>Utility Committee</u>)
Fri., November 5	<u>Finance</u> - Preliminary Complete Budget DUE for Public Hearing Notice
Wed., November 10	<u>Personnel & Finance</u> - Budget Review Session
Sun., November 14	<u>Finance</u> - Public Hearing Notice published in HTR
Wed., November 17	<u>Personnel & Finance</u> - Final Review of All Budgets (If Needed)
Mon., Nov 29 (Work Session)	<u>City Council</u> - Budget Public Hearing
Mon., Dec 6 (Regular Meeting)	<u>City Council</u> - Budget Adoption Meeting
Fri., December 10	<u>Finance</u> - Mail Property Tax Bills