



P.O. Box 352 • 150 S. Bridge St. • Markesan, WI 53946 • P: (920) 398-3031 • F: (920) 398-3991

## CITY OF MARKESAN COMMON COUNCIL

Markesan City Hall

### AGENDA

September 13, 2022

6:30 PM

1. Preliminaries
  - 1.1. Call to Order
  - 1.2. Roll Call by the Clerk-Treasurer
  - 1.3. Pledge of Allegiance
  - 1.4. Citizen's Comments
2. **Community Development Block Grant (CDBG) Public Hearing**
3. Approval & Review of Minutes, Reports, & Correspondence
  - 3.1. Approve Common Council Minutes and Closed Session Minutes – August 9, 2022
  - 3.2. Approve Special Common Council (Budget) Minutes – August 30, 2022
  - 3.3. Approve Keep Markesan Grand Minutes – September 9, 2022
  - 3.4. Public Property & Health Minutes – September 6, 2022
  - 3.5. Finance Personnel & Safety Minutes and Finance Closed Session Minutes – September 6, 2022
  - 3.6. Streets, Buildings & Utilities Minutes – September 6, 2022
  - 3.7. August Library Director's Report and Markesan Library Board Minutes – August 25, 2022
4. Approval of Claims:
  - 4.1. City Checks #37384-37436, Electronic Payments #EFT 1257-1273, Direct Deposits # 5119-5169, and Utility Checks #13008-13022
  - 4.2. File Treasurer's Report for Audit
5. **Closed Session:** Public Works Department Interviews and Water/Wastewater Superintendent Position  
The Common Council may, by roll call vote, convene in Closed Session, pursuant to Wis. Stats. 19.85(1)(c) to consider the employment, promotion, compensation or performance evaluation of a public employee over which the governmental body has jurisdiction or exercises responsibility, after which they will immediately reconvene in Open Session pursuant Wis. Stats. 19.85(2).
6. Old Business
  - 6.1. Discussion and Action on the Job Description for the Water/Wastewater Operator/Lab Technician and Job Opening
  - 6.2. Discussion and Action on 2022 Streets and Utility Project
7. New Business
  - 7.1. Discussion and Action to Approve the State Health Insurance for Employees in 2023
  - 7.2. Appoint Todd Zamzow as the Interim Forester
  - 7.3. Discussion and Action Resolution #03-2022 Authorizing the Issuance and Sale of up to \$996,528 Water System Revenue Bonds, Series 2022, and Providing for Other Details and Covenants with Respect Thereto, and Approval of Related \$1,316,711 Financial Assistance Agreement
  - 7.4. Discussion and Action on Crack Filling of the Roads for \$10,000

The Common Council welcomes all visitors to listen & observe, but only Council members & those invited to speak will be permitted to do so, except during any posted Public Hearing. Citizen's Comments is where any citizen may comment on an issue, but the Council may only listen and may not reply to or address the issue unless it is an item on the agenda.

Any person requiring special assistance to participate in this meeting should contact the Clerk-Treasurer at 398-3031 at least 24 hours prior to the meeting so appropriate accommodations can be made.

- 7.5. Discussion and Action on Intergovernmental Agreement for North Fond du Lac to Provide Municipal Court Services
  - 7.6. Discussion and Action on Ordinance #268 Establishing a Municipal Court for the Cities of Fond du Lac and Ripon, Towns of Auburn, Calumet, Empire, Fond du Lac, Friendship, Oakfield, Osceola, Ripon and Taycheedah in Fond du Lac County and Wilson in Sheboygan County, the Villages of Brandon, Campbellsport, Fairwater, North Fond du Lac, Oakfield and St. Cloud in Fond du Lac County and the City of Berlin in Green Lake and Waushara Counties, the Cities of Green Lake, Markesan and Princeton in Green Lake County
  - 7.7. Discussion and Action on 2022-23 Snow Plowing Season
  - 7.8. Discussion and Action on Extending Temporary Hours to Current Part-Time Public Works Employee at \$15.00 – James Wilderman
  - 7.9. Approval of Operator’s License for the period ending 6/30/23: Susan K. Kelm
  - 7.10. Discussion and Action on Halloween Date and Time – October 31, 2022 from 5:30-7:00 PM
8. Schedule Future Meetings and Agenda Items
9. Adjournment

The Common Council welcomes all visitors to listen & observe, but only Council members & those invited to speak will be permitted to do so, except during any posted Public Hearing. Citizen’s Comments is where any citizen may comment on an issue, but the Council may only listen and may not reply to or address the issue unless it is an item on the agenda.

Any person requiring special assistance to participate in this meeting should contact the Clerk-Treasurer at 398-3031 at least 24 hours prior to the meeting so appropriate accommodations can be made.

# PUBLIC HEARING NOTICE

CITY OF MARKESAN  
City Hall  
Tuesday, September 13, 2022  
6:30 PM

The City Council of the City of Markesan will conduct a public hearing regarding its ongoing 2022 Streets & Utilities Reconstruction project which uses Community Development Block Grant Public Facilities (CDBG-PF) Program funds. The public is invited to attend to learn about the CDBG program, to help identify additional community development needs, and to comment on the activities included in the CDBG project.

The agenda for the public hearing is:

1. An update on the status of the Community Development Block Grant (CDBG) project, including an overview of project activities completed to date, and activities remaining to be completed
2. An update on the status of residential and/or business displacement and relocation assistance activities required as a result of the CDBG project
3. Housing needs identified in the community
4. Citizen input and feedback on the CDBG activities
5. Identification of any additional community development needs by public

Residents of the City of Markesan are encouraged to attend, especially residents with low to moderate incomes.

The meeting room is handicapped accessible.

Persons needing additional accommodations should contact Betsy Amend, City Clerk/Treasurer at telephone number (920) 398-3031 or email: [bamend@markesanwi.gov](mailto:bamend@markesanwi.gov).

CITY OF MARKESAN COMMON COUNCIL  
Markesan City Hall

August 9, 2022

MINUTES

**1. Preliminaries**

- 1.1 Meeting was called to order by Ald. Abendroth at 6:30 pm. Mayor Slate joined the meeting via telephone at 7:27 pm.
- 1.2 Present were Ald. Abendroth, Ald. Glisch, Ald. Prill, Ald. Tetzlaff, Mayor Slate (via phone at 7:27pm), Ald. Thiem and Ald. Triemstra. Also present were Todd Zamzow, Kirsten Radtke from Berlin Journal and Clerk-Treasurer Betsy Amend.
- 1.3 Pledge of Allegiance
- 1.4 Citizen's comments: Mayor Slate noted that he was called by some residents that did not have water on E. John Street, and were not notified ahead of time that the water would be turned off. It was noted that an emergency took place during this time and the residents only lost water about an hour.

**2. Closed Session: Public Works Department Interviews**

Motion Prill/Tetzlaff to convene into closed session at 6:33 pm per Wis. Stats. 19.85(1)(c) to consider the employment, promotion, compensation or performance evaluation of a public employee over which the governmental body has jurisdiction or exercises responsibility, after which they will immediately reconvene in Open Session pursuant Wis. Stats. 19.85(2). Roll Call: Abendroth-aye, Glisch-aye, Prill-aye, Tetzlaff-aye, Thiem-aye, and Triemstra-aye; motion carried 6-0 on a roll call vote. Following the Closed Session: At 7:26 pm, motion Prill/Triemstra to reconvene into open session; motion carried 6-0 on a roll call vote.

**3. Approval & Review of Minutes, Reports & Correspondence**

- 3.1 After review, motion Prill/Triemstra to approve the July 12, 2022 Common Council minutes as presented; motion carried 6-0.
- 3.2 After review, motion Triemstra/Glisch to approve the July 12, 2022 Committee of the Whole Finance minutes and COW Finance Closed Session minutes as presented; motion carried 6-0.
- 3.3 After review, motion Prill/Tetzlaff to approve the July 21, 2022 Special Common Council minutes and Closed Session minutes as presented; motion carried 6-0.
- 3.4 After review, motion Prill/Tetzlaff to approve the July 26, 2022 Special Common Council minutes and Closed Session minutes as presented; motion carried 6-0.
- 3.5 After review, motion Thiem/Tetzlaff to approve the July 26, 2022 Keep Markesan Grand Minutes as presented; motion carried 6-0.
- 3.6-3.10 After review of all items, motion Thiem/Tetzlaff to approve the July Police Report & August Schedule, Streets, Building & Utilities minutes of August 2, 2022, Public Property & Health minutes of August 2, 2022, Finance, Personnel & Safety minutes and Finance closed minutes of August 2, 2022, July Library Director's Report and Markesan Library Board minutes of July 28, 2022; motion carried 6-0.

**4. Approval of Claims:**

- 4.1 The Finance, Personnel & Safety Committee reviewed City and Utility checks and recommended approval to the Council. Motion Tetzlaff/Prill to approve the following vouchers as presented: City Checks #37346-37383, electronic payments #EFT 1251-1256, and direct deposits #5073-5118 in the amount of \$122,837.02, and Utility Checks #12994-13007 in the amount of \$72,055.12; motion carried 6-0 on a roll call vote.
- 4.2 After review, by consensus the July 2022 Treasurer's Report was filed for audit.

**5. Old Business**

- 5.1 No action on the 2022 Streets and Utility Project. Moved the extra costs for S. Main Street and Sunrise Street to the Special Common Council meeting on August 30, 2022 for clarification.

**6. New Business**

- 6.1 Motion Triemstra/Tetzlaff to accept Tony Doro's Resignation effective December 9, 2022; motion carried 6-0. The Council would like to thank Tony for his many years of service to the City and to extend their appreciation for all he has done over the years to make Markesan great.
- 6.2 Motion Prill/Triemstra to post the Superintendent of Water/Wastewater position internally with the City; motion carried 6-0.
- 6.3 Motion Tetzlaff/Prill to approve and pay the 2022 City of Markesan Street and Utility Reconstruction Project Pay Application No. 1 for \$625,607.66; motion carried 6-0 on a roll call vote.
- 6.4 Motion Prill/Glisch to appoint the Dog Park Committee to include: Richard Slate, Moria Pollesch, Nichole Augustynowicz, Kimball Loudenslager, Katharine Loudenslager, Amy Voight and Charlene Jackowski; motion carried 6-0.
- 6.5 Motion Prill/Glisch to appoint Rich Slate as the Chairman for the Dog Park Committee; motion carried 6-0.
- 6.6 Motion Tetzlaff/Triemstra to hire Heidi Brinkman as a Fill-In Crossing Guard; motion carried 6-0.
- 6.7 Motion Tetzlaff/Glisch to approve the update of the Police Pursuit Policy; motion carried 6-0.
- 6.8 Following discussion, motion Triemstra/Thiem to grant a Soda Water license for period ending 6/30/2023 to Last Chance Grill and Bar Corporation; motion carried 6-0.
- 6.9 Motion Triemstra/Thiem to grant a Class B Beer & Liquor Retailers License for the period ending 6/30/2023 to Last Chance Grill and Bar Corporation; motion carried 6-0.

7. **Schedule Future Meetings and Agenda Items.** The following meetings were scheduled: Public Property & Health – September 6, 2022 at 6 PM at City Hall; Finance, Personnel & Safety – September 6, 2022 immediately following Public Property & Health meeting at City Hall; Streets, Buildings & Utilities – September 6, 2022, immediately following Finance, Personnel & Safety meeting at City Hall; and Common Council with Public Hearing for CDBG Grant – September 13, 2022, 6:30 PM at City Hall.

8. **Adjournment.** Motion Triemstra/Thiem to adjourn; motion carried 6-0. The meeting adjourned at 7:56 pm.

Respectfully submitted,

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Elizabeth A. Amend, Clerk-Treasurer

**SPECIAL**  
**CITY OF MARKESAN COMMON COUNCIL**  
Markesan City Hall  
**MINUTES**  
August 30, 2022

1. Preliminaries
  - 1.1. Meeting was called to order by Mayor Rich Slate at 6:00 pm.
  - 1.2. Present were Ald. Abendroth, Ald. Glisch, Ald. Prill, Mayor Slate, Ald. Tetzlaff, Ald. Triemstra, and Clerk-Treasurer Betsy Amend. Also present was Tony Doro, Chief Pflum and Kristin Radtke from Berlin Journal.
  - 1.3. Pledge of Allegiance
  - 1.4. Citizen's Comments; none
2. Approval & Review of Minutes
  - 2.1. Motion Prill/Glisch to approve the Planning Commission minutes as presented for August 22, 2022; motion carried 5-0.
3. Old Business
  - 3.1. Following discussion, motion Abendroth/Tetzlaff to approve the additional costs for the 2022 Streets and Utility Project for South Main and Sunrise Streets not to exceed \$95,000; motion carried 5-0 on a roll call vote.
4. New Business
  - 4.1. After discussion, motion Tetzlaff/Triemstra to accept the recommendation from the Planning Commission for the Conditional Use Permit for Parcel #251-00404-0201 for Jeff Laper to build a storage building for a construction business; motion carried 5-0 on a roll call vote. Following more discussion, motion Prill/Abendroth to amend the motion to include three conditions: no outside storage, property owner must submit an erosion control plan with or before the permit application and for the City Council to review the conditional use in three years; motion carried 5-0 on a roll call vote.
  - 4.2. Motion Triemstra/Tetzlaff to approve the Operator's License for the period ending 6/30/2023 to Jared M. Schreiber; motion carried 5-0.
  - 4.3. Following discussion and review of the budget, wages and health insurance will be put on the next Finance Committee for review. No action.
5. No meetings were scheduled.
6. Motion Triemstra/Prill to adjourn; motion carried 5-0. The meeting adjourned at 7:50 PM.

Respectfully Submitted,

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Elizabeth Amend, Clerk-Treasurer

## KEEP MARKESAN GRAND COMMITTEE

September 9, 2022  
9:00 a.m.

The **Keep Markesan Grand Committee** meeting was called to order by Chairman Will Pflum on September 9, 2022 at 9:00 a.m. at City Hall. Roll call was by sign-in. Members in attendance were Chairman Pflum, Betsy Amend, Rachel Heiling and Pat Prill.

### New Business:

- Discussion and Action on 3 properties to forward to Tim Tripp (GEC) for Inspection.

At the August Council Meeting the Committee was given permission to identify 3 properties for inspection. The Committee chose the following properties that are in violation of the Property Maintenance Ordinance:

Property at 75 N. Main Street  
Property at 150 E John Street  
Property at 651 W. John Street


### Old Business:

- Discussion and Action Regarding Specific Areas of Concern

The dead trees in the terrace area of N. Margaret Street were discussed. In light of the fact that the City does not currently have a Director of Public Works, and normally it is the responsibility of the Forester to identify dead trees for removal, the Committee is requesting that the Council appoint Todd Zamzow as interim City Forester.

The Committee is then requesting that the City Forester mark for removal those trees on N. Margaret Street that are dead along with any other trees in the city.

As there was no further business to come before the Committee, motion was made by Betsy/Rachel to adjourn. Motion carried. Meeting adjourned at 9:35 a.m.

  
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Pat Prill, Secretary

PUBLIC PROPERTY & HEALTH COMMITTEE  
Markesan City Hall

September 6, 2022

MINUTES

Call to Order at 6:04 p.m.

Roll Call by Sign-in – Adam, Pat, Rich and Rita (appearing by phone)

Citizen's Comments – None

- Preliminary 2023 Budget – No action
- Kiwanis Park Band Shelter and Cement Pad - Rich indicated that the Fire Department would like to utilize a portion of Kiwanis Park to construct a possible band shell/stage. Motion was made by Rich/Pat to contact the Kiwanis to see if they would be willing to reduce the size of the volleyball courts by 50% to accommodate a possible band shell/stage area. Motion carried.
- Update 650 N. Margaret St Property Maintenance Violation – Pat read an update from the property owner regarding progress that has been made. Motion by Pat/Rita to continue to receive monthly reports from the property owner and authorize the Building Inspector to re-inspect the property in the spring to provide us a listing of items needing correction, ranked according to importance. Motion carried.
- Shed by Library Maintenance and Cleanup – Motion was made by Adam/Rich to allow Rich to contact someone to cut down the dead/diseased trees to the west of the shed at no cost to the City. Motion carried.
- Soldier's & Sailor's Park and Shelter – Dan Prill, representing the Markesan Lions, appeared and reported that 2 garage doors on the Large Shelter are needing to be replaced and the Lions are willing to underwrite the project. Motion made by Rich/Adam to authorize the replacement of the garage doors by the Lion's at no cost to the City. Motion carried.
- Bike/Walking Path – No action.

As there was no further business to come before the Committee, motion was made by Adam/Pat to adjourn. Motion carried.

Meeting adjourned at 6:25 p.m.

Pat Prill, Chairman



FINANCE, PERSONNEL & SAFETY COMMITTEE  
Markesan City Hall

September 6, 2022  
Immediately Following Public Property & Health Committee

MINUTES

Call to Order at 6:25 p.m.

Roll Call by Sign-in – Dennis, Dave, Pat, Rich and Rita (appearing by phone)

Citizen's Comments – None

Preliminary 2023 Budget – Additional information to be obtained regarding Emergency Management 2023 Budget request.

Review and approval of Vouchers Payable – Following review, motion was made by Rich/Dave to approve vouchers payable. Motion carried.

Police Report & Schedule – No report

Public Works Part-Time Employee Report – Report was reviewed – no action

2022 Halloween Hours – Motion was made by Rich/Dennis to schedule Trick or Treat Hours for 2022 for Monday, October 31<sup>st</sup> – 5:30 p.m. to 7:00 p.m. Motion carried, {Rita voted nay).

Employee 2023 Health Insurance – Motion was made by Rich/Pat to recommend the City retain the State health insurance for 2023. Motion carried,

Employee's Wages – A breakdown schedule was reviewed and will be used as a reference to feather out employee wage increases over the next 5 years. No action.

Part-Time Public Works Employee – Motion was made by Rich/Pat to authorize Tony Doro to reach out to current City employee, James Wilderman, to offer him a temporary position to help with mowing, clean-up, etc. as needed at a rate of \$15/hr. Motion carried.

Motion was made by Rich/Dennis to convene into closed session per WI Stats. 19.85(1)(c) to consider the employment, promotion, compensation or performance evaluation of a public employee over which the governmental body has jurisdiction or exercises responsibility, after which they will immediately reconvene into open session pursuant to WI Stats. 19.85(2). Roll call: Dennis-aye, Adam-aye, Rich-aye, Pat-aye, Rita-aye, and Dave-aye. Motion carried.

Following the closed session, motion was made by Dave/Dennis to reconvene into open session. Motion carried, Reconvened at 6:57 p.m.

Preliminary 2023 Budget – No action

As there was no further business to come before the Committee, motion was made by Dennis/Rich to adjourn. Motion carried

Meeting adjourned at 6:59 p.m..

Pat Prill, Acting Chairman

**STREETS, BUILDINGS & UTILITIES COMMITTEE**  
Markesan City Hall

**September 6, 2022**  
Immediately Following Finance, Personnel & Safety Meeting

**MINUTES**

Call to Order - At 7:00 pm by Dave.

Roll Call – Was by sign-in.

Citizen's Comments – None.

Public Works Report

- Discussion and Action on 2023 Preliminary Budget – No action taken.

Water & Sewer Department Report

- Update on 2022 Street & Utility Project – Tony reported that curb & gutter has started, PTS has completed their work, there will be a request for second payment coming soon.

New Business

- Discussion and Action on Part-time Pay Loader and Snow Plow Driver – After discussion, the committee asked Tony to check with the current part time employee if he would like more hours.
- Discussion and Action on Horse Manure Management – After discussion, motion by Rich & 2<sup>nd</sup> by Dave to have Chief Pflum check on how an ordinance could be enforced. Motion passed.
- Discussion and Action on 531 W. John Street, #3 Property Maintenance Update – Motion by Rich & 2<sup>nd</sup> by Dave to have the owner provide an update to the committee on progress made by November 2022, with the goal of completion by April 2023. Motion passed.

Old Business

- Discussion and Action on Maintenance Update for 1775 N. Margaret Street from Tim Tripp, City Building Inspector – Motion by Rich & 2<sup>nd</sup> by Dave to have owner present a plan at the Sept. 13, 2022 council meeting of what will be finished by November 2022. Motion passed.

Review Land Use Permits

Adjournment – Motion by Rich & 2<sup>nd</sup> by Dennis to adjourn at 7:30 pm Motion passed.

**Markesan Public Library - Board of Trustees**  
Draft Minutes August 25, 2022

- I. Call to order: The meeting was called to order at 4:17 pm by Jill Worden. Trustees present: Beth Kazda, Cindy Boelter, Mike Hansen, Jill Worden, Harlan Barkley, Director Nicole Overbeck. Absent: Adam Thiem, Nancy Kirst, Joan Slate,
- II. Approval of Minutes: **Hansen/Barkley motioned to approve the July 28, 2022 minutes.**  
**Motion carried.**
- III. Input from Public: None.
- IV. Financial Reports: Overbeck presented the bills. **Motion by Boelter/Hansen to pay bills.**  
**Motion carried.** Kazda noted a partial recovery in Oshkosh Area Foundation funds. While the funds are still apx \$8,774 short of the original value in 2015 it was encouraging to see it go up from last month's dramatic drop. **Financial Reports were filed for audit.**
- V. President's Report: School is almost in session. Worden is going to check and see if the letter the library sent to the school to promote library services especially geared towards teachers was distributed.
- VI. Director's Report: Overbeck highlighted the great participation in summer reading the library had with 79 kids and 46 adults participating, 55+ raffle prizes given away. Children read 1,026 hours and adults read a total of 315 books. Upcoming programs will be a Fall Farmers Market and Craft Fair, Storytime, Play & Learn, book club, and a Dino & Rhino children's event. Overbeck also noted that she needs to price out different Fire Alarm Inspector services and that the library is still waiting for our elevator to be inspected.
- VII. Committee Report: Committee will either meet in person or through email to discuss how best to spend the rest of the refresh funds..
- VIII. Old Business:
  - A. Boiler: Winnefox will be giving the library a \$5,000 grant towards the boiler project. There is a \$2,235 award to hopefully come through from Focus on Energy and J&H said they would take \$1,600 off of the \$30,000 bill if the inspector does not need state plans filed. (We don't know this outcome yet).
- IX. New Business:
  - A: Winnefox Advantage Account Contribution: Each year Winnefox asks its member libraries to help contribute extra money towards the statewide digital collection Overdrive/Libby to keep wait times down for our patrons on these materials. Along with the required \$649.93 amount that the library is required to pay, Winnefox is asking for an additional contribution of either A: \$647.19; B: \$690.33 or C: \$733.48. Discussion was had. **Motion by Hansen/Worden to contribute to the Winnefox Advantage Account at the B level. Motion carried.**
  - B: Oshkosh Area Foundation Funds: Overbeck discussed how most of the libraries she reached out to with foundation funds were keeping them in and riding out the market. Unless funds are anticipated to be needed in the next 1-5 years, the majority of libraries by far said to keep them in. Board discussed the issue.
  - C: Preliminary Budget- Overbeck again discussed the need to raise the minimum wage range to \$13 for Library Assistant I as several long term employees are making under that amount and newer employees are either making that amount or closer to that amount due to current economy and job market. The board discussed how this is going to be an ongoing cost and that inflation is at 8.5% nation wide.

Overbeck asked the board if she should go to the city and ask for the funds necessary to raise Library I positions up to \$13 an hour at the next budget meeting. **Motion by Worden/Hansen to change the Library's Preliminary 2023 Budget city appropriation ask to \$69,389 to reflect the additional funds necessary (\$2,189) to raise the minimum salary to \$13 for the Library Assistant 1 positions. Motion carried.**

D: Lions Calendar: Discussion was had on if the library should advertise in the Lions calendar as they will be sending out 2,000 calendars for free to all the people in the Markesan zip code. **Motion by Hansen/Kazda to advertise in the Lions calendar for \$250. Motion carried.**

E: Close on Saturday Sept. 3 for Labor Day weekend? Discussion was had on the low usage of the library on Saturdays of holiday weekends. Overbeck asked if the library could close so staff could enjoy the weekend. **Motion by Kazda/Hansen to close the library on Sat. Sept. 3 for Labor Day weekend. Motion carried.**

Adjournment and next meeting –meeting adjourned. Next meeting will be Thursday, Sept. 15, 4:15  
Respectfully Submitted, Nicole Overbeck, Library Director.

## Markesan Report – August 2022

Programming: Summer Reading Stats are in! We had 79 kids and 46 adults participate. 55+ raffle prizes were given away! Children read a total of 1,026 hours! Adults read 315 books! We had 5 come to the Movie. We had 8 children and 3 adults come to the Desserts class w/4H. We had 7 participate in the Nail Wrap Party, Book Club had 4, Happy Place Craft had 17. We also partnered with the Chamber and had bubbles, sidewalk chalk, and housed in the courtyard the Hobby Farm animals for Augustfest. Turnout to that was very good. We are currently voting on which Pet to get for the Library and I plan to use the Penny War money for the purchase. Choices are Turtle, Glo Fish, Axolotl, and Hermit Crab. Staff vetoed a snake, a hairless cat, and a Hamster as choices. Upcoming programs include: Dino & Rhino Party (Meet the Author children's event), First Day of Fall Farmers Market and Craft Fair, Storytimes will start up again as well as Play & Learn, bookclub. We are planning a Make & Take Showdown in person craft program at the end of September as well.

Meetings: I attended a budget meeting at the city and made an ask for the boiler. We didn't get help from the city but are getting a \$5,000 grant from Winnefox. I attended the Chamber Meeting and the chamber will reimburse us for the Hobby Farm.

Switch to BadgerNet: Library has been successfully switched over from Spectrum to BadgerNet for our internet.

Boiler: The new boilers are being installed as I write. Hopefully, by the time of the meeting the project will be completed.

Teacher Cards: I sent emails to both Markesan School District & Faith Lutheran to promote the benefits of Teacher Cards and how the library is willing to help support teachers in the new school year.

Elevator & Fire Alarm Inspectors: Our elevator is way overdue to be inspected (we are suppose to do this yearly, it's state law thing and ours usually happens between Jan-March). The company we use is having a staff shortage and does have us on the list but...it's really overdue. I may contact other companies. I also have on my to-do list to price out other fire alarm inspector companies.

AED: Has been ordered.

Other news:

Children's Remodel Committee/Mural: To meet before or after board meeting.

Overdrive/Libby Fees: It is that time of the year to decide if we are going to support the Winnefox Advantage Program. This is extra money that Winnfoex puts into the digital collection to keep holds down. There is a required State contribution and then the elective level

for the Advantage contribution. We are required to pay \$649.93 and then Winnefox would like us to contribute either another A: \$647.19, B: \$690.33, or C: \$733.48. Last year I believe we choose B. The more we and other libraries contribute the less wait time on popular items in the electronic collection for patrons.

Library Oshkosh Area Foundation Funds: At the last board meeting I was directed to ask other librarians in the state if they were pulling money out of their foundation funds that invest in the stock market. I asked Wispub (an email list of librarians) and most people responded that they were riding it out and keeping funds in. The general rule was if you needed to use the money in the next 1-5 years take it out. If not, leave the money in. I could ask a representative from Oshkosh Area Foundation to come talk to the board if you all would like.

Sincerely,  
Nicole Overbeck

September 6, 2022

TO: CLERK-TREASURER  
FROM: FINANCE, PERSONNEL & SAFETY COMMITTEE

Please be advised we have reviewed the following vouchers, found them to be in order, and recommend to the Common Council that authorization for payment be approved:

CITY CHECKS: 37384 - 37436	\$	57,193.36
DD #5119 - 5169	\$	32,397.93
EFT #1257 - 1273	\$	72,209.74
TOTAL	\$	161,801.03
UTILITY CHECKS: #13008 - 13022	\$	660,774.31
TOTAL	\$	660,774.31

With the exception of:

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Signed:

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\_\_\_\_\_  
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**Markesan Utilities  
Voucher List**

**August 2 through September 6, 2022**

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Original Amount</u>
13008	08/02/2022	US POSTMASTER	3 Rolls of Stamps	-180.00
13009	08/11/2022	KOPPLIN & KINAS CO., INC	PAY APP NO. 1 - 2022 STREETS PROJECT	-625,607.66
13010	08/12/2022	ALLIANT ENERGY/WP&L	July - Aug 2022 Electric Bill	-2,567.21
13011	08/12/2022	MARKESAN LUMBER	2022 Street Project	-174.54
13012	08/12/2022	NORTH CENTRAL LABS, INC.	Supplies	-401.63
13013	08/12/2022	NORTHERN LAKE SERVICE	Supplies	-218.98
13014	08/29/2022	CORE & MAIN	2022 Street Project	-1,305.12
13015	08/29/2022	MARKESAN, CITY OF	Aug 2022 PR Reimb / July 2022 Expense Reimb	-28,081.24
13016	08/29/2022	MARTELLE WATER TREATMENT	Supplies	-180.00
13017	08/29/2022	NORTH CENTRAL LABS, INC.	Supply	-1,018.28
13018	08/29/2022	WE ENERGIES	July - Aug 2022 Gas Bills	-28.87
13019	09/02/2022	CENTURYLINK	Aug - Sept 2022 Phone / Internet	-191.48
13020	09/02/2022	CORE & MAIN	2022 Project	-355.65
13021	09/02/2022	U.S. CELLULAR	Aug - Sept 2022 Cell Phone	-53.65
13022	09/02/2022	WISCONSIN RURAL WATER ASSOC.	Membership Renewal	-410.00
			<b>TOTAL CHECK PAYMENTS</b>	<b>-660,774.31</b>
			<b>TOTAL PAYMENTS</b>	<b>-660,774.31</b>

## City of Markesan Voucher List

August 2 through September 6, 2022

Num	Date	Name	Memo	Original Amount
	08/29/2022		Service Charge	-25.00
EFT-1257	08/02/2022	WISCONSIN DEPT. OF REVENUE	7/29/22 PR	-878.91
EFT-1258	08/02/2022	INTERNAL REVENUE SERVICE	7/29/22 PR	-5,384.40
EFT-1259	08/02/2022	EMPOWER RETIREMENT (WDC)	7/29/22 PR	-540.00
EFT-1260	08/02/2022	WRS (Wisconsin Retirement System)	July 2022 Retirement	-9,899.98
EFT-1261	08/16/2022	EMPOWER RETIREMENT (WDC)	8/12/2022 PR	-540.00
EFT-1262	08/16/2022	INTERNAL REVENUE SERVICE	8/12/2022 PR	-6,130.06
EFT-1263	08/16/2022	WISCONSIN DEPT. OF REVENUE	08/12/2022 PR	-1,008.80
EFT-1264	08/23/2022	CITGO	July 2022 Fuel	-699.55
EFT-1265	08/25/2022	STATE OF WI HEALTH INS	SEPT 2022 HEALTH INS	-16,259.90
EFT-1266	08/24/2022	DELTA DENTAL OF WISCONSIN	SUPPLEMENTAL DENTAL PLAN SEPT 2022	-128.56
EFT-1267	08/24/2022	DELTA DENTAL OF WISCONSIN	DELTAVISION SEPT 2022	-20.58
EFT-1268	08/29/2022	DTCC	INTEREST ON BOND 2018A	-16,585.00
EFT-1269	08/30/2022	WISCONSIN DEPT. OF REVENUE	8/26/22 PR	-893.03
EFT-1270	08/30/2022	INTERNAL REVENUE SERVICE	8/26/22 PR	-5,523.36
EFT-1271	09/02/2022	CITGO	Aug 2022 Fuel	-580.13
EFT-1272	08/31/2022	EMPOWER RETIREMENT (WDC)	8/26/22 PR	-540.00
EFT-1273	09/06/2022	WRS (Wisconsin Retirement System)	Aug 2022 Retirement	-6,572.48
			<b>TOTAL EFT PAYMENTS</b>	<b>-72,209.74</b>
DD5119	08/12/2022	Dirks, Jennifer	Direct Deposit	-71.25
DD5120	08/12/2022	Fletcher-Dykstra, Donna L	Direct Deposit	-61.75
DD5121	08/12/2022	Krogulski, Holly L	Direct Deposit	-61.75
DD5122	08/12/2022	Parker, Shirley M	Direct Deposit	-80.75
DD5123	08/12/2022	Corson, Amy M	Direct Deposit	-115.44
DD5124	08/12/2022	Dykstra, Dennis P	Direct Deposit	-169.69
DD5125	08/12/2022	Oison, Clyde A	Direct Deposit	-65.80
DD5126	08/12/2022	Phippen, Henry	Direct Deposit	-56.97
DD5127	08/12/2022	Slate, Rich	Direct Deposit	-461.75
DD5128	08/12/2022	Amend, Elizabeth A	Direct Deposit	-1,052.45
DD5129	08/12/2022	Behlke, Ryan R	Direct Deposit	-1,533.55
DD5130	08/12/2022	Chisnell, Gerald	Direct Deposit	-138.53
DD5131	08/12/2022	Doro, Anthony A	Direct Deposit	-2,039.06
DD5132	08/12/2022	Glover, Valerie	Direct Deposit	-92.17
DD5133	08/12/2022	Heberer, Jeffrey	Direct Deposit	-2,784.38
DD5134	08/12/2022	Heiling, Addie A	Direct Deposit	-99.75
DD5135	08/12/2022	Heiling, Rachel	Direct Deposit	-526.59
DD5136	08/12/2022	Huhndorf, John E	Direct Deposit	-640.86
DD5137	08/12/2022	Knaub, Sharilyn J	Direct Deposit	-246.23
DD5138	08/12/2022	Krentz, Dorothea M	Direct Deposit	-1,066.13
DD5139	08/12/2022	Krombos, Kailie M	Direct Deposit	-443.63
DD5140	08/12/2022	McLean, Cody	Direct Deposit	-1,679.29
DD5141	08/12/2022	Meyer, Vanessa K	Direct Deposit	-151.40
DD5142	08/12/2022	Overbeck, Nicole M	Direct Deposit	-985.78

## City of Markesan Voucher List

August 2 through September 6, 2022

DD5143	08/12/2022	Pflum, William	Direct Deposit	-1,613.74
DD5144	08/12/2022	Plagenz-Jensen, Karen C	Direct Deposit	-315.14
DD5145	08/12/2022	Pollesch, Owen T	Direct Deposit	-39.48
DD5146	08/12/2022	Stellmacher, Nancy J	Direct Deposit	-14.95
DD5147	08/12/2022	Weber, Tanner J	Direct Deposit	-735.41
DD5148	08/26/2022	Amend, Elizabeth A	Direct Deposit	-1,052.46
DD5149	08/26/2022	Behlke, Ryan R	Direct Deposit	-1,596.25
DD5150	08/26/2022	Chisnell, Gerald	Direct Deposit	-138.52
DD5151	08/26/2022	Doro, Anthony A	Direct Deposit	-2,445.85
DD5152	08/26/2022	Glover, Valerie	Direct Deposit	-94.73
DD5153	08/26/2022	Heberer, Jeffrey	Direct Deposit	-1,319.72
DD5154	08/26/2022	Heiling, Addie A	Direct Deposit	-99.73
DD5155	08/26/2022	Heiling, Rachel	Direct Deposit	-663.49
DD5156	08/26/2022	Huhndorf, John E	Direct Depcsit	-683.13
DD5157	08/26/2022	Knaub, Sharilyn J	Direct Deposit	-268.81
DD5158	08/26/2022	Krentz, Dorothea M	Direct Deposit	-1,066.14
DD5159	08/26/2022	Krombos, Kallie M	Direct Deposit	-160.00
DD5160	08/26/2022	McLean, Cody	Direct Deposit	-1,517.34
DD5161	08/26/2022	Meyer, Vanessa K	Direct Deposit	-186.75
DD5162	08/26/2022	Overbeck, Nicole M	Direct Deposit	-989.34
DD5163	08/26/2022	Pflum, William	Direct Deposit	-1,633.75
DD5164	08/26/2022	Plagenz-Jensen, Karen C	Direct Deposit	-195.09
DD5165	08/26/2022	Pollesch, Owen T	Direct Deposit	-78.96
DD5166	08/26/2022	Shin, Nara	Direct Deposit	-67.89
DD5167	08/26/2022	Stellmacher, Nancy J	Direct Deposit	-22.13
DD5168	08/26/2022	Weber, Tanner J	Direct Deposit	-735.40
DD5169	08/26/2022	Wilderman, James H	Direct Deposit	-38.78
			<b>TOTAL DIRECT DEPOSIT</b>	<b>-32,397.93</b>
37384	08/10/2022	MARKESAN, CITY OF-PETTY CASH	AUGUSTFEST EVENT PRIZE	-100.00
37385	08/12/2022	AIRGAS USA, LLC	Cylinder Rental	-34.40
37386	08/12/2022	ALLIANT ENERGY/WP&L	July - Aug 2022 Electric Bills	-3,345.50
37387	08/12/2022	ERGO BANK OF MARKESAN	WRS Loan - Payment #51	-320.64
37388	08/12/2022	HORICON BANK VISA	1&1 / WMCA Conf. / Amazon	-372.30
37389	08/12/2022	LIONS CLUB - MARKESAN	2023 Advertisement	-250.00
37390	08/12/2022	LUCAS OIL LLC	Bike Safety Ice Cream Treats	-18.44
37391	08/12/2022	PFLUM, WILLIAM A.	Reimb / Mileage & Meal	-152.53
37392	08/12/2022	RIPON COMMONWEALTH PRESS	PW Assistant Ad	-106.26
37393	08/12/2022	SECURIAN FINANCIAL GROUP, INC.	Sept 2022 Life Ins Premium	-149.87
37394	08/12/2022	SONDALLE LAW OFFICE	July 2022 Legal Services	-243.75
37395	08/12/2022	THEDA CARE LABORATORIES	Blood Draw	-85.00
37396	08/12/2022	WASTE MANAGEMENT CORPORATE SERVICES	August 2022 Trash & Recycling	-8,268.00
37397	08/16/2022	MARKESAN PUBLIC LIBRARY	2022 4th Qtr Budget Payment	-16,800.00
37398	08/22/2022	B & C PUMPING SERVICES	Porta Potty	-300.00
37399	08/22/2022	BEHLKE, RYAN	Reimb / Parts for AR-15	-31.65
37400	08/22/2022	EMC INSURANCE	Property & Liability / Workers Comp	-4,559.94
37401	08/22/2022	HOEKSTRAS SWEET CORN LLC	Corn	-240.00

## City of Markesan Voucher List

**August 2 through September 6, 2022**

37402	08/22/2022	MARKESAN AUTO, HOME & FARM	Misc. Parts / Supplies	-119.30
37403	08/22/2022	MID-AMERICAN RESEARCH CHEMICAL	Supplies	-478.25
37404	08/22/2022	PFLUM, LIZ	Dolly	-10.00
37405	08/22/2022	RENNERT'S FIRE EQUIPMENT	Fence at S&S	-12.00
37406	08/22/2022	RIPON COMMONWEALTH PRESS	PW Assistant Ad	-212.52
37407	08/22/2022	SHELL FLEET	July 2022 Fuel	-1,080.05
37408	08/22/2022	THIEM'S COUNTRY TOY LLC	4400 Loader Tractor	-437.83
37409	08/22/2022	VERIZON WIRELESS	Aug - Sept 2022 Cell Phone	-119.43
37410	08/22/2022	WELLS FARGO REMITTANCE CENTER	Google	-78.00
37411	08/29/2022	ARAMARK	08/18/2022 Rug Cleaning	-62.69
37412	08/29/2022	COMPLETE OFFICE OF WISCONSIN	Letterhead / Toner / Paper	-654.53
37413	08/29/2022	ERGO BANK OF MARKESAN	Payment #7 of 9 for Dodge Charger	-2,887.46
37414	08/29/2022	GARZA, MARIA T	Interpretation Services for Officer Behlke	-105.00
37415	08/29/2022	GENERAL ENGINEERING CO., INC.	Project / Building Inspection	-8,341.30
37416	08/29/2022	HUHDORF, JOHN	Reimb / Hein Park Outlet & Motion Sensor	-36.97
37417	08/29/2022	PRE-EMPLOYMENT FUND	Aug 2022 Pre Employment / Behlke & Weber	-205.12
37418	08/29/2022	SHRED-IT USA	Shredding Service	-90.72
37419	08/29/2022	SUPERIOR CHEMICAL CORPORATION	Supplies	-93.75
37420	08/29/2022	WE ENERGIES	July - Aug 2022 Gas Bills	-161.81
37421	08/30/2022	MARKESAN, CITY OF-PETTY CASH	Postage	-41.68
37422	08/30/2022	SECURIAN FINANCIAL GROUP, INC.	AUG ACCIDENT INS 2022 - 76038	-45.72
37423	09/02/2022	AMEND, ELIZABETH	Reimb / Mileage to County & WMCA Conf.	-128.13
37424	09/02/2022	CENTURYLINK	Aug - Sept 2022 Phone / Internet	-240.49
37425	09/02/2022	CENTURYLINK BUSINESS SERVICES	July - Aug 2022 Phone / Internet	-460.22
37426	09/02/2022	GRAND RIVER FIRE DISTRICT	July 2022 Incident Charges	-389.00
37427	09/02/2022	HUB INTERNATIONAL MIDWEST LTD.	Public Official Bond / Amend	-375.00
37428	09/02/2022	J & S HEUER, LLC	Restoration of 5 headstones	-2,500.00
37429	09/02/2022	LUCAS OIL LLC	Bike Safety Ice Cream Treats	-11.76
37430	09/02/2022	SHERWIN-WILLIAMS	Paint	-535.90
37431	09/02/2022	SONDALLE LAW OFFICE	August 2022 Legal Services	-181.25
37432	09/02/2022	SUPERIOR CHEMICAL CORPORATION	Supplies	-558.21
37433	09/06/2022	2 SISTERS PIGGLY WIGGLY	Election Day Food	-47.10
37434	09/06/2022	BERLIN JOURNAL NEWSPAPERS	PW Ad / Hearing / Project / 9/11 Ad	-837.50
37435	09/06/2022	MARKESAN AUTO, HOME & FARM	Misc. Parts / Supplies	-186.39
37436	09/06/2022	US POSTMASTER	PO Box Service Fee	-90.00
			<b>TOTAL CHECK PAYMENTS</b>	<b>-57,193.36</b>
			<b>TOTAL PAYMENTS</b>	<b>-161,801.03</b>

**City of Markesan**  
**Treasurer's Report Budget vs. Actual**  
**January through August 2022**

	Jan - Aug 22	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>4100000 · Taxes</b>				
4133000 · PILOT's Water Dept	0.00	60,000.00	-60,000.00	0.0%
4111000 · City Taxes & Overrun	612,421.07	612,421.00	0.07	100.0%
4112000 · TIF Increment	0.00	100,000.00	-100,000.00	0.0%
4114000 · Mobile Home Fees	213.56	70.00	143.56	305.1%
4132000 · PILOT's MRH	11,492.61	13,000.00	-1,507.39	88.4%
4180000 · Interest on Taxes	331.39	1,000.00	-668.61	33.1%
4190000 · State Personal Prop Aid	4,635.18	4,635.18	0.00	100.0%
4195000 · State TID Personal Prop Aid	4,110.31	4,110.31	0.00	100.0%
<b>Total 4100000 · Taxes</b>	<b>633,204.12</b>	<b>795,236.49</b>	<b>-162,032.37</b>	<b>79.6%</b>
<b>4300000 · Intergovernmental Revenues</b>				
4354650 · ARPA GRANT	73,320.32			
4341000 · Shared Revenue	80,694.24	438,641.58	-357,947.34	18.4%
4342000 · Fire Dues	3,605.49	3,300.00	305.49	109.3%
4343000 · Exempt Comp Aid	3,888.15	3,888.15	-0.01	100.0%
4344000 · Lottery Credit- Mobil Home	85.50			
4345000 · Lottery Credit	167.27			
4353100 · Transportation Aids	73,406.28	98,146.85	-24,740.57	74.8%
4354500 · Recycling Grant	5,877.62	5,900.00	-22.38	99.6%
4379100 · EMS (Ambulance) Reimb	6,745.97	5,000.00	1,745.97	134.9%
<b>Total 4300000 · Intergovernmental Revenues</b>	<b>247,790.84</b>	<b>554,876.59</b>	<b>-307,085.75</b>	<b>44.7%</b>
<b>4400000 · Licenses &amp; Permits</b>				
4410100 · Alcohol Licenses	3,539.95	2,500.00	1,039.95	141.6%
4410200 · Operator's Licenses	1,185.00	1,800.00	-615.00	65.8%
4410300 · Soda Water Licenses	95.00	80.00	15.00	118.8%
4410400 · Cigarette Licenses	375.00	300.00	75.00	125.0%
4410500 · Other Business Lic.	100.00	300.00	-200.00	33.3%
4410900 · Cable Franchise Fees	600.00	1,200.00	-600.00	50.0%
4420000 · Dog Licenses (City)	928.83	900.00	28.83	103.2%
4430000 · Building Permits	4,060.00	3,400.00	660.00	119.4%
4440000 · Land Use Permits	250.00	250.00	0.00	100.0%
<b>Total 4400000 · Licenses &amp; Permits</b>	<b>11,133.78</b>	<b>10,730.00</b>	<b>403.78</b>	<b>103.8%</b>
<b>4500000 · Fines, Forfeits &amp; Penalties</b>				
4510000 · Ordinance Violations	8,811.18	9,000.00	-188.82	97.9%
4510100 · Parking Violations	340.00	600.00	-260.00	56.7%
4500000 · Fines, Forfeits & Penalties - Other	-777.50			
<b>Total 4500000 · Fines, Forfeits &amp; Penalties</b>	<b>8,373.68</b>	<b>9,600.00</b>	<b>-1,226.32</b>	<b>87.2%</b>
<b>4600000 · Public Charges for Services</b>				
4610000 · Clerk-Treas Fees	980.00	1,600.00	-620.00	61.3%
4610100 · Publication Fees	223.00	250.00	-27.00	89.2%
4621000 · Police Dept Fees	260.00	200.00	60.00	130.0%
4632200 · Snow Removal Fees	220.00	220.00	0.00	100.0%
4643500 · Recycle Fees	2,227.32	3,000.00	-772.68	74.2%
4644000 · Weed Control Charges	134.46	500.00	-365.54	26.9%
4654000 · Cemetery Sales	1,500.00	500.00	1,000.00	300.0%
4672000 · Park Shelter Use	1,900.00	1,500.00	400.00	126.7%
4674300 · Comm Ctr Use	180.00	150.00	30.00	120.0%
<b>Total 4600000 · Public Charges for Services</b>	<b>7,624.78</b>	<b>7,920.00</b>	<b>-295.22</b>	<b>96.3%</b>
<b>4700000 · Intergov't Charges for Services</b>				
4732100 · School Liason	33,401.12	57,000.00	-23,598.88	58.6%
4734100 · Recycle Ctr-Towns	0.00	15,000.00	-15,000.00	0.0%
4739100 · Crossing Guard Reimb	0.00	5,500.00	-5,500.00	0.0%
<b>Total 4700000 · Intergov't Charges for Services</b>	<b>33,401.12</b>	<b>77,500.00</b>	<b>-44,098.88</b>	<b>43.1%</b>
<b>4800000 · Miscellaneous Revenue</b>				
4811000 · Interest-City Investments	1,608.16	1,500.00	108.16	107.2%
4820000 · Rent-Muni Bldg	11,800.00	15,000.00	-3,200.00	78.7%
4820100 · Rent-Land	1,801.25	2,362.00	-560.75	76.3%
4820200 · Rent-Cell Tower	8,786.26	11,000.00	-2,213.74	79.9%
4840900 · Ins Dividends	2,138.00	1,800.00	338.00	118.8%
4850000 · Donations	1,217.62	9,100.00	-7,882.38	13.4%
4850025 · Connolly Memorial Cemetery Fund	5,300.00			
4850050 · Playground Donations	57,761.62			
4850100 · Police Donations	25.00	3,000.00	-2,975.00	0.8%
4890000 · Exp Reimb-All Types	3,872.60	2,500.00	1,372.60	154.9%

**City of Markesan**  
**Treasurer's Report Budget vs. Actual**  
**January through August 2022**

	Jan - Aug 22	Budget	\$ Over Budget	% of Budget
Total 4800000 · Miscellaneous Revenue	94,310.51	46,262.00	48,048.51	203.9%
<b>Total Income</b>	<b>1,035,838.83</b>	<b>1,502,125.08</b>	<b>-466,286.25</b>	<b>69.0%</b>
<b>Gross Profit</b>	<b>1,035,838.83</b>	<b>1,502,125.08</b>	<b>-466,286.25</b>	<b>69.0%</b>
<b>Expense</b>				
<b>5100000 · General Government</b>				
5100100 · W&S Expense Reimb	6,436.61			
5100111 · Accts Rec - W&S Wages	51.45			
5100112 · Accts Rec - W&S WRS	8.60			
5100114 · Accts Rec - W&S Insurance	-65.24			
5100200 · Library Expense Reimb	-1,913.25			
<b>5110000 · Legislative</b>				
5110111 · Council	0.00	10,500.00	-10,500.00	0.0%
5110211 · Mayor	3,500.00	8,300.00	-4,800.00	42.2%
5111011 · Committees	0.00	400.00	-400.00	0.0%
<b>Total 5110000 · Legislative</b>	<b>3,500.00</b>	<b>19,200.00</b>	<b>-15,700.00</b>	<b>18.2%</b>
<b>5130000 · Legal</b>				
5130021 · City Atty-General	1,118.75	2,800.00	-1,681.25	40.0%
5130121 · City Atty-Prosecution	837.50	1,000.00	-162.50	83.8%
5131021 · Muni Code Updates	1,500.00	1,500.00	0.00	100.0%
<b>Total 5130000 · Legal</b>	<b>3,456.25</b>	<b>5,300.00</b>	<b>-1,843.75</b>	<b>65.2%</b>
<b>5140000 · General Administration</b>				
5141011 · Legislative Support-Wages	4,610.51	16,000.00	-11,389.49	28.8%
5141032 · Legislative Support-Publication	4,209.74			
5142011 · General Admin-Wages	13,405.67	30,000.00	-16,594.33	44.7%
5142021 · General Admin-Outside Services	318.20			
5142025 · General Admin-Training/Dues	420.00			
5142031 · General Admin-Office Supplies	2,667.43			
5142033 · General Admin-Mileage	33.06			
5143011 · Elections-Wages	3,369.74	5,000.00	-1,630.26	67.4%
5143032 · Elections-Publication	100.62			
5143034 · Elections-Supplies	112.97			
5144011 · Licensing & Permits-Wages	1,356.38	3,000.00	-1,643.62	45.2%
5144032 · Licensing & Permits-Publication	292.75			
<b>Total 5140000 · General Administration</b>	<b>30,897.07</b>	<b>54,000.00</b>	<b>-23,102.93</b>	<b>57.2%</b>
<b>5150000 · Financial Administration</b>				
5150011 · General Accounting-Wages	14,548.11	18,000.00	-3,451.89	80.8%
5150034 · General Accounting-Supplies	1,575.42			
5150521 · Independent Audit	10,778.50	9,400.00	1,378.50	114.7%
5151113 · Medicare (default)	4,752.80	7,450.00	-2,697.20	63.8%
5151213 · Social Security	14,467.87	26,500.00	-12,032.13	54.6%
5151314 · Health Insurance	73,683.49	143,000.00	-69,316.51	51.5%
5151414 · Life Insurance	409.81	600.00	-190.19	68.3%
5151611 · Paid Time Off (PTO)-Wages	32,735.48			
5152012 · Wisconsin Retirement System	23,284.43	36,000.00	-12,715.57	64.7%
5155011 · Property Assessment-Wages	0.00	6,200.00	-6,200.00	0.0%
5155021 · Prop. Assmnt.-Outside Services	4,817.76			
5155111 · Prop Tax Collection-Wages	911.45	3,000.00	-2,088.55	30.4%
5155121 · Prop Tax Collection-Outside Ser	422.80			
5156005 · Prop & Liability Ins	16,398.35	22,500.00	-6,101.65	72.9%
5156100 · Workers Comp - Calculated	105.19			
5156105 · Workers Comp	10,224.12	13,000.00	-2,775.88	78.6%
5156205 · Employee Bonds	0.00	900.00	-900.00	0.0%
<b>Total 5150000 · Financial Administration</b>	<b>209,115.58</b>	<b>286,550.00</b>	<b>-77,434.42</b>	<b>73.0%</b>
<b>5160000 · Municipal Building</b>				
5160011 · Municipal Building-Wages	3,146.04			
5160021 · Municipal Building-Outside Serv	2,203.86			
5160022 · Municipal Building-Utilities	17,821.55			
5160023 · Municipal Building-Repairs&Supp	2,494.46			
5160000 · Municipal Building - Other	0.00	46,000.00	-46,000.00	0.0%
<b>Total 5160000 · Municipal Building</b>	<b>25,665.71</b>	<b>46,000.00</b>	<b>-20,334.29</b>	<b>55.8%</b>
<b>Total 5100000 · General Government</b>	<b>277,152.78</b>	<b>411,050.00</b>	<b>-133,897.22</b>	<b>67.4%</b>
5150520 · Bank Service Charges	75.00			
<b>5200000 · Public Safety</b>				
<b>5210000 · Law Enforcement</b>				
<b>5210001 · Police Administration</b>				

**City of Markesan**  
**Treasurer's Report Budget vs. Actual**  
**January through August 2022**

	Jan - Aug 22	Budget	\$ Over Budget	% of Budget
5210011 · Police Admin-Wages	42,832.86	74,500.00	-31,667.14	57.5%
5210019 · Police Admin-Uniforms	1,482.90	1,300.00	182.90	114.1%
5210022 · Police Admin-Utilities	2,908.88			
5210034 · Police Admin-Supplies	2,293.09	5,000.00	-2,706.91	45.9%
5210035 · Police Admin - Donations	72.78			
5210040 · Police Admin - Playground Don.	60,911.55			
<b>Total 5210001 · Police Administration</b>	<b>110,502.06</b>	<b>80,800.00</b>	<b>29,702.06</b>	<b>136.8%</b>
5212000 · Police Patrol				
5212011 · Police Patrol-Wages				
5213011 · Police Criminal Invest-Wages	0.00	1,300.00	-1,300.00	0.0%
5212011 · Police Patrol-Wages - Other	86,053.44	161,750.00	-75,696.56	53.2%
<b>Total 5212011 · Police Patrol-Wages</b>	<b>86,053.44</b>	<b>163,050.00</b>	<b>-76,996.56</b>	<b>52.8%</b>
5212021 · Police Patrol-Outside Services	2,570.80	5,000.00	-2,429.20	51.4%
5212022 · Police Patrol-Utilities	402.07	480.00	-77.93	83.8%
5212023 · Police Patrol-Repairs/Supplies	3,996.88	11,200.00	-7,203.12	35.7%
5212033 · Police Patrol-Fuel/Miles	5,845.26			
<b>Total 5212000 · Police Patrol</b>	<b>98,868.45</b>	<b>179,730.00</b>	<b>-80,861.55</b>	<b>55.0%</b>
5213021 · Police Criminal Inv-Suppl/Serv	893.83	1,300.00	-406.17	68.8%
5214025 · Police Training	763.29	1,400.00	-636.71	54.5%
<b>Total 5210000 · Law Enforcement</b>	<b>211,027.63</b>	<b>263,230.00</b>	<b>-52,202.37</b>	<b>80.2%</b>
5219000 · School Crossing Guard	7,606.70	11,000.00	-3,393.30	69.2%
5220000 · Fire Protection				
5220021 · Fire Dept-Annual Budget	28,230.49	24,000.00	4,230.49	117.6%
5220022 · Water Hydrant Rental	0.00	113,586.00	-113,586.00	0.0%
5220034 · Fire Dept-Incident Charges	1,865.49			
<b>Total 5220000 · Fire Protection</b>	<b>30,095.98</b>	<b>137,586.00</b>	<b>-107,490.02</b>	<b>21.9%</b>
5230021 · Ambulance Service	6,745.97	29,000.00	-22,254.03	23.3%
5240021 · Building Inspection	9,493.90	9,000.00	493.90	105.5%
5290000 · Other Public Safety				
5290011 · Emergency Govt-Wages	0.00	7,870.00	-7,870.00	0.0%
5290022 · Emergency Govt-Utilities	516.75			
5290023 · Emer Govt-Supp., Equip & Repair	1,020.37			
<b>Total 5290000 · Other Public Safety</b>	<b>1,537.12</b>	<b>7,870.00</b>	<b>-6,332.88</b>	<b>19.5%</b>
<b>Total 5200000 · Public Safety</b>	<b>266,507.30</b>	<b>457,686.00</b>	<b>-191,178.70</b>	<b>58.2%</b>
5300000 · Public Works				
5310000 · Streets Administration				
5310011 · Streets Admin-Wages	1,583.51			
5310021 · Streets Admin-Outside Services	4,859.72			
5310000 · Streets Administration - Other	0.00	6,500.00	-6,500.00	0.0%
<b>Total 5310000 · Streets Administration</b>	<b>6,443.23</b>	<b>6,500.00</b>	<b>-56.77</b>	<b>99.1%</b>
5311000 · Public Works Shop				
5311011 · PW Shop-Wages	760.79			
5311022 · PW Shop-Utilities	4,250.13			
5311033 · PW Shop-Fuel	291.96			
5311034 · PW Shop-Supplies/Tools	1,868.98			
5311000 · Public Works Shop - Other	0.00	13,000.00	-13,000.00	0.0%
<b>Total 5311000 · Public Works Shop</b>	<b>7,171.86</b>	<b>13,000.00</b>	<b>-5,828.14</b>	<b>55.2%</b>
5312000 · Public Works Mach & Equip				
5312011 · PW Mach & Equip-Wages	8,684.97			
5312023 · PW Mach & Equip-Repair/Supplies	3,574.05			
5312033 · PW Mach & Equip-Fuel	1,970.81			
5312000 · Public Works Mach & Equip - Other	0.00	36,000.00	-36,000.00	0.0%
<b>Total 5312000 · Public Works Mach &amp; Equip</b>	<b>14,229.83</b>	<b>36,000.00</b>	<b>-21,770.17</b>	<b>39.5%</b>
5331000 · Road Maintenance				
5331011 · Road Maintenance-Wages	471.84			
5331033 · Road Maintenance-Fuel	413.09			
5331000 · Road Maintenance - Other	0.00	10,150.00	-10,150.00	0.0%
<b>Total 5331000 · Road Maintenance</b>	<b>884.93</b>	<b>10,150.00</b>	<b>-9,265.07</b>	<b>8.7%</b>
5331100 · Curbs & Gutters				
5331111 · Curbs & Gutters-Wages	48.00			

**City of Markesan**  
**Treasurer's Report Budget vs. Actual**  
**January through August 2022**

	Jan - Aug 22	Budget	\$ Over Budget	% of Budget
5331100 · Curbs & Gutters - Other	0.00	500.00	-500.00	0.0%
<b>Total 5331100 · Curbs &amp; Gutters</b>	<b>48.00</b>	<b>500.00</b>	<b>-452.00</b>	<b>9.6%</b>
5331200 · Traffic Signs & Markings				
5331211 · Traffic Signs, Markings-Wages	216.60			
5331223 · Traffic Sign & Mark-Repair/Supp	777.73			
5331200 · Traffic Signs & Markings - Other	0.00	2,000.00	-2,000.00	0.0%
<b>Total 5331200 · Traffic Signs &amp; Markings</b>	<b>994.33</b>	<b>2,000.00</b>	<b>-1,005.67</b>	<b>49.7%</b>
5331300 · Bridges & Culverts				
5331321 · Bridges & Culverts-Outside Serv	632.41			
5331300 · Bridges & Culverts - Other	0.00	1,000.00	-1,000.00	0.0%
<b>Total 5331300 · Bridges &amp; Culverts</b>	<b>632.41</b>	<b>1,000.00</b>	<b>-367.59</b>	<b>63.2%</b>
5331900 · Snow & Ice Control				
5331911 · Snow & Ice Control-Wages	7,219.32			
5331933 · Snow & Ice Control-Fuel	2,068.88			
5331900 · Snow & Ice Control - Other	0.00	25,000.00	-25,000.00	0.0%
<b>Total 5331900 · Snow &amp; Ice Control</b>	<b>9,288.20</b>	<b>25,000.00</b>	<b>-15,711.80</b>	<b>37.2%</b>
5342022 · Street Lighting	16,334.10	27,000.00	-10,665.90	60.5%
5343100 · Sidewalks				
5343111 · Sidewalks-Wages	43.32			
5343100 · Sidewalks - Other	0.00	20,000.00	-20,000.00	0.0%
<b>Total 5343100 · Sidewalks</b>	<b>43.32</b>	<b>20,000.00</b>	<b>-19,956.68</b>	<b>0.2%</b>
5344000 · Storm Sewers				
5344111 · Storm Sewers-Wages	38.64			
5344000 · Storm Sewers - Other	0.00	1,250.00	-1,250.00	0.0%
<b>Total 5344000 · Storm Sewers</b>	<b>38.64</b>	<b>1,250.00</b>	<b>-1,211.36</b>	<b>3.1%</b>
5344100 · Street Cleaning	1,412.67	1,500.00	-87.33	94.2%
5345000 · Parking Lots				
5345011 · Parking Lots-Wages	115.92			
5345000 · Parking Lots - Other	0.00	500.00	-500.00	0.0%
<b>Total 5345000 · Parking Lots</b>	<b>115.92</b>	<b>500.00</b>	<b>-384.08</b>	<b>23.2%</b>
5362000 · Sanitation/Trash				
5362011 · Sanitation/Trash-Wages	2,265.54			
5362021 · Sanitation/Trash-Outside Serv.	41,723.89			
5362000 · Sanitation/Trash - Other	0.00	70,200.00	-70,200.00	0.0%
<b>Total 5362000 · Sanitation/Trash</b>	<b>43,989.43</b>	<b>70,200.00</b>	<b>-26,210.57</b>	<b>62.7%</b>
5363100 · Landfill Monitoring	2,097.80	2,800.00	-702.20	74.9%
5363500 · Recycling Center				
5363511 · Recycling Center-Wages	3,125.56			
5363533 · Recycling Center-Fuel	145.98			
5363500 · Recycling Center - Other	356.01	8,000.00	-7,643.99	4.5%
<b>Total 5363500 · Recycling Center</b>	<b>3,627.55</b>	<b>8,000.00</b>	<b>-4,372.45</b>	<b>45.3%</b>
5363521 · Recycling-Curbide	17,850.50	27,000.00	-9,149.50	66.1%
5363600 · Recycling Center-Mackford	809.63	6,000.00	-5,190.37	13.5%
5363700 · Recycling Center-Manchester	809.65	4,000.00	-3,190.35	20.2%
5363800 · Recycling Center-Green Lake	1,576.07	5,000.00	-3,423.93	31.5%
5364000 · Weed Control				
5364011 · Weed Control-Wages	1,125.72			
5364034 · Weed Control-Supplies	123.00			
5364000 · Weed Control - Other	0.00	1,500.00	-1,500.00	0.0%
<b>Total 5364000 · Weed Control</b>	<b>1,248.72</b>	<b>1,500.00</b>	<b>-251.28</b>	<b>83.2%</b>
<b>Total 5300000 · Public Works</b>	<b>129,646.79</b>	<b>266,900.00</b>	<b>-139,253.21</b>	<b>48.2%</b>
5400000 · Health & Human Services				
5490000 · Cemetery				
5491011 · Cemetery-Wages	6,598.16			
5491022 · Cemetery-Utilities	188.21			
5491033 · Cemetery-Fuel	236.04			
5491034 · Cemetery-Supplies	1,653.64			
5490000 · Cemetery - Other	0.00	11,540.00	-11,540.00	0.0%
<b>Total 5490000 · Cemetery</b>	<b>8,676.05</b>	<b>11,540.00</b>	<b>-2,863.95</b>	<b>75.2%</b>



**City of Markesan**  
**Treasurer's Report Budget vs. Actual**  
**January through August 2022**

	Jan - Aug 22	Budget	\$ Over Budget	% of Budget
<b>Total 5400000 · Health &amp; Human Services</b>	8,676.05	11,540.00	-2,863.95	75.2%
<b>5500000 · Culture, Rec &amp; Educ</b>				
<b>5510000 · Library</b>				
5511011 · Library-Wages	1,550.04			
5511021 · Library-Annual Budget	67,200.00			
5510000 · Library - Other	0.00	67,200.00	-67,200.00	0.0%
<b>Total 5510000 · Library</b>	68,750.04	67,200.00	1,550.04	102.3%
<b>5520000 · Parks</b>				
5520011 · Parks-Wages	7,515.43			
5520022 · Parks-Utilities	2,137.78			
5520023 · Parks-Repairs/Supplies	2,044.62			
5520033 · Parks-Fuel	396.02			
5520000 · Parks - Other	0.00	17,900.00	-17,900.00	0.0%
<b>Total 5520000 · Parks</b>	12,093.85	17,900.00	-5,806.15	67.6%
<b>5530000 · City Events/Banners</b>				
5530011 · City Events/Banners-Wages	1,471.63			
5530000 · City Events/Banners - Other	0.00	3,100.00	-3,100.00	0.0%
<b>Total 5530000 · City Events/Banners</b>	1,471.63	3,100.00	-1,628.37	47.5%
<b>5530100 · Summer Rec Program</b>	2,000.00	2,000.00	0.00	100.0%
<b>5531000 · Events Comm. (Special Events)</b>	4,862.29	6,000.00	-1,137.71	81.0%
<b>Total 5500000 · Culture, Rec &amp; Educ</b>	89,177.81	96,200.00	-7,022.19	92.7%
<b>5600000 · Conservation &amp; Development</b>				
5670000 · Advertising & Promotion	0.00	250.00	-250.00	0.0%
5671000 · Industrial Park Development	183.36			
5671021 · TIF Fees	2,336.80			
5690000 · Zoning & Development	202.50	250.00	-47.50	81.0%
5691000 · Mapping	0.00	500.00	-500.00	0.0%
<b>Total 5600000 · Conservation &amp; Development</b>	2,722.66	1,000.00	1,722.66	272.3%
<b>5900000 · Debt Service</b>				
<b>5912000 · 2018 Bond Issue Princ.</b>				
5912100 · 2018 Bond Issue Fees	750.00	750.00	0.00	100.0%
5912000 · 2018 Bond Issue Princ. - Other	105,000.00	105,000.00	0.00	100.0%
<b>Total 5912000 · 2018 Bond Issue Princ.</b>	105,750.00	105,750.00	0.00	100.0%
<b>5916000 · Principal Long-Term Debt</b>	2,230.95	3,404.00	-1,173.05	65.5%
5918000 · Safety Equipment-Principal	0.00	5,283.36	-5,283.36	0.0%
5925000 · Safety Equipment-Interest	0.00	491.56	-491.56	0.0%
5926000 · Interest Long Term Debt	334.17	409.00	-74.83	81.7%
5926250 · 2018A Bond Issue Interest	34,272.50	34,272.50	0.00	100.0%
5927000 · Patrol Car Principal Loan	5,282.34			
5927500 · Patrol Car Interest Loan	492.58			
<b>Total 5900000 · Debt Service</b>	148,362.54	149,610.42	-1,247.88	99.2%
<b>6000000 · Capital Outlay</b>				
6571400 · Outlay - City Hall	0.00	5,000.00	-5,000.00	0.0%
6571900 · Outlay - General Acctg Admin	0.00	3,000.00	-3,000.00	0.0%
6572200 · Outlay - Fire Department	53,546.75	53,000.00	546.75	101.0%
6572900 · Outlay - Emergency Govt	4,129.04	8,500.00	-4,370.96	48.6%
6573270 · Outlay - Garages & Sheds	0.00	1,500.00	-1,500.00	0.0%
6573310 · Outlay - Streets	0.00	30,054.66	-30,054.66	0.0%
6573320 · Outlay - 2022 Streets Project	12,187.08			
6573330 · Outlay - 2023 Streets Project	17,090.65			
6573460 · Outlay - Parking Lots	0.00	1,500.00	-1,500.00	0.0%
6574200 · Outlay - Recycling Center	0.00	5,000.00	-5,000.00	0.0%
6575100 · Outlay - Cemetery	2,500.00	12,150.00	-9,650.00	20.6%
6576100 · Outlay - Library	0.00	800.00	-800.00	0.0%
6576200 · Outlay - Parks	0.00	5,000.00	-5,000.00	0.0%
6576300 · Outlay - Codification	90.00	2,000.00	-1,910.00	4.5%
<b>Total 6000000 · Capital Outlay</b>	89,543.52	127,504.66	-37,961.14	70.2%
<b>Total Expense</b>	1,011,864.45	1,523,491.08	-511,626.63	66.4%
<b>Net Ordinary Income</b>	23,974.38	-21,366.00	45,340.38	-112.2%
<b>Net Income</b>	23,974.38	-21,366.00	45,340.38	-112.2%

## **POSITION DESCRIPTION**

TITLE: Water/Wastewater Operator/ Lab Technician

DEPARTMENT: Water and Wastewater

JOB DESCRIPTION: The water and wastewater lab tech will assist with maintenance and upkeep of both the water and wastewater departments and relay such operations to the water and wastewater superintendent.

DUTIES: Include the following but not limited to:

A. Water Department

1. Maintain safe drinking water by meeting all sampling and testing requirements.
2. Install, read, and test water meters and download the readings into the computer.
3. Assist with the preparation of water bills.
4. Assist high usage customers by helping to find leaks.
5. Handle complaints about bills, water quality, and any other questions related to the department.
6. Deliver final shut-off notices.
7. Maintain wells with preventive maintenance such as greasing, packing the pump, changing the oil, painting, and cleaning.
8. Monitor well outputs daily by checking GPM, pumping water level, static water, and vibration testing.
9. Monitor chemical addition by ordering chlorine, measuring chlorine addition, testing chlorine residual, and keeping chlorine equipment clean with regular maintenance.
10. Inspect the installation of water mains, hydrants, and laterals.
11. Maintain water distribution system by operating main valves yearly.
12. Maintain fire hydrants by flushing them at least yearly, painting them, and completing all other repairs as necessary.
13. Repair water mains and lateral breaks.
14. Receive diggers hot line tickets for locates. For each ticket received, the water and sewer lines need to be located.

## B. WASTEWATER DEPARTMENT

1. Operate and maintain the wastewater treatment plant efficiently so as to meet all discharge limits.
2. Monitor the wastewater treatment plant performance and make all operational changes as needed to insure proper performance.
3. Perform daily tests for pH, dissolved oxygen, and sludge depth in clarifiers.
4. Perform tests two times a week for biochemical oxygen demand, suspended solids, ammonia nitrogen, and miscellaneous tests.
5. Perform weekly tests for fecal coli form and GGA.
6. Perform quality assurance tests according to lab manual.
7. Record all test results received daily, weekly, and monthly tests completed in ink as required by the DNR to prevent falsification of records.
8. Calibrate and maintain all lab equipment as needed.
9. Maintain all equipment by changing oil, greasing, adjusting the equipment as necessary and recording all duties performed.
10. Daily inspection of equipment to insure that all equipment is operating correctly and efficiently.
11. Clean all tank and equipment as needed.
12. Maintain sludge storage tank by hauling to approved sites biannually as weather permits.
13. Investigate sewer back-up complaints and take needed action.
14. Maintain sewer mains and manholes by inspection, jet cleaning, and/or flushing.
15. Weekly inspections of lift stations and record the hours that the pumps run.
16. Clean and maintain the lift stations by greasing, changing oil, and making adjustments as needed.

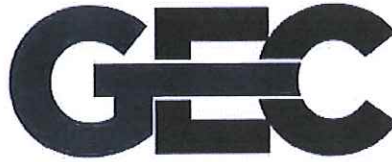
Other Duties which include by are not limited to:

1. Assist the street department with snow removal primarily on city owned sidewalks and the fire station parking lot.
2. Fill in as relief snow plow driver or pay loader operator as needed.
3. Deliver and pick up mail from post office from city hall.
4. Post all meeting notices at various locations.
5. Deliver bank deposits to both city banks.
6. Give educational tours of both water and wastewater departments and go to schools to give presentations.
7. Fill in for the water and wastewater superintendent in his absence.

## QUALIFICATIONS:

1. Must maintain a valid WI driver's license.
2. Be able to work in adverse weather conditions, both cold and hot.
3. Be able to lift up to 100 pounds.
4. Be able to operate and repair heavy equipment, dump trucks, pay loader, tractors, jettors, and lawn mowers.
5. Must be certified in water, in ground water, and in distribution. 6 Must hold current certification in wastewater to grade 3, sub grade CEJ within 18 months of hire.
7. Must attend seminars to earn enough credits to maintain both water and wastewater licenses.
8. Must have the ability to communicate clearly with the public and all other personnel.
9. Be able to work every third weekend and every third holiday.
10. Be able to be on call 24 hours a day and be able to respond to the problems as needed.
11. Be knowledgeable of all water and wastewater rules and regulations and keep up to date on all changes.
12. Possess the ability to operate and maintain sophisticated laboratory equipment.
13. Must either hold a current CDL License or the ability to obtain a CDL license within 6 months of employment.

General Engineering Company  
P.O. Box 340  
916 Silver Lake Drive  
Portage, WI 53901



608-742-2169 (Office)  
608-742-2592 (Fax)  
[gec@generalengineering.net](mailto:gec@generalengineering.net)  
[www.generalengineering.net](http://www.generalengineering.net)

*Engineers • Consultants • Inspectors*

September 9, 2022

City of Markesan  
P.O. Box 352  
Markesan, WI 53946

Re: 2022 City of Markesan Street and Utility Reconstruction Project - Pay Application No. 2  
City of Markesan, Green Lake County, Wisconsin  
GEC #2-0120-28D

Dear Mayor Slate:

The general contractor, Kopplin & Kinas Co. Inc., has requested payment for recent construction costs associated with the above-referenced project. The pay application covers construction work and material storage that has been completed to date.

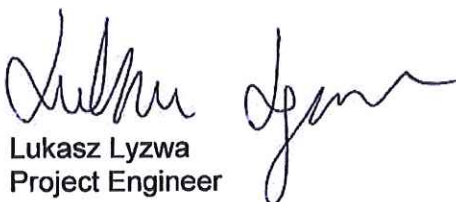
I have reviewed the submitted pay request and recommend payment to Kopplin & Kinas Co. Inc., for Pay Application No. 2 in the amount of \$737,541.43. By contract we have withheld 5% of the value of the work completed (\$38,817.97) as retainage.

If in agreement with the pay application, please sign all three copies. One copy is for the City records, one copy is for GEC records, and one copy is to be sent to Kopplin & Kinas Co. Inc., with their payment. We will forward signed copies to the DNR for their reference.

Subsequent pay requests will also be reviewed for completeness and accuracy prior to my recommendation for payment. If you have any questions along the way, please do not hesitate to contact me.

Yours truly,

**GENERAL ENGINEERING COMPANY**

  
Lukasz Lyzwa  
Project Engineer

Enclosures

Cc: Betsy Amend, Clerk  
Tony Doro, Water/Wastewater Superintendent



Consulting Engineering • Structural Engineering • Building Design • Environmental Services  
Grant Procurement & Administration • Land Surveying • Zoning Administration • Building Inspection • GIS Services



# Contractor's Application for Payment No. 2

Application Period:	07/29/2022-08/31/2022	Application Date:	9/1/2022
To (Owner):	City of Maricopa	Via (Engineer):	General Engineering Company
Project:	2022 Street & Utility Reconstruction Project	Contract:	
Owner's Contract No.:		Contractor's Project No.:	2-0120-28D
Contract:	Kropin & Kinas Co., Inc	Engineer's Project No.:	

### Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions
	C01	\$138,225.00	
<b>TOTALS</b>			
		\$138,225.00	
<b>NET CHANGE BY CHANGE ORDERS</b>		<b>\$138,225.00</b>	

1. ORIGINAL CONTRACT PRICE..... \$ 52,597,682.80
2. Net change by Change Orders..... \$ 138,225.00
3. Current Contract Price (Line 1 ± 2)..... \$ 52,735,907.80
4. TOTAL COMPLETED AND STORED TO DATE  
(Column F on Progress Estimate)..... \$ 51,434,893.77
5. RETAINAGE:
  - a. 5% X \$ 776,359.39 Work Completed..... \$ 388,179.77
  - b. 5% X \_\_\_\_\_ Stored Material..... \$ \_\_\_\_\_
  - c. Total Retainage (Line 5a + Line 5b)..... \$ 388,179.77
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 51,396,075.80
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 5658,534.38
8. AMOUNT DUE THIS APPLICATION..... \$ **5737,541.43**
9. BALANCE TO FINISH, PLUS RETAINAGE  
(Column G on Progress Estimate + Line 5 above)..... \$ 51,556,098.25

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Melissa Mays Date: 9/19/22

Payment of \$ 5737,541.43  
(Line 8 or other - attach explanation of the other amount)

is recommended by: Melissa Mays (Engineer) Date: 08/09/2022

Payment of \$ 5737,541.43  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (City of Maricopa) Date: \_\_\_\_\_

Consentance by: \_\_\_\_\_ Funding Agency (if applicable) Date: \_\_\_\_\_

Endorsed by the Construction Specifications Institute.



Betsy Amend <bamend@markesanwi.gov>

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**Fwd: Closing Documents - City of Markesan (Safe Drinking Water Loan ) (due back 9/19/2022)**

1 message

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**Daniel Sondalle** <dsondalle@sondallelaw.com>  
To: Betsy Amend <bamend@markesanwi.gov>

Wed, Sep 7, 2022 at 1:03 PM

Betsy:

I have reviewed all of the documents submitted to you by Quarles and Brady. The documents look fine to me and are the usual documents in such a transaction.

Daniel D. Sondalle/kjg

SONDALLE LAW OFFICE, LLC

P.O. BOX 236

PRINCETON WI 54968

920-295-6477

FAX: 920-295-4868

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----- Forwarded message -----

From: **Speckhard, Rebecca A.** <rebecca.speckhard@quarles.com>

Date: Tue, Sep 6, 2022 at 3:22 PM

Subject: Closing Documents - City of Markesan (Safe Drinking Water Loan ) (due back 9/19/2022)

To: bamend@markesanwi.gov <bamend@markesanwi.gov>

Cc: Speckhard, Rebecca A. <rebecca.speckhard@quarles.com>, dsondalle@sondallelaw.com <dsondalle@sondallelaw.com>, eshumante@generalengineering.net <eshumante@generalengineering.net>, llyzwa@generalengineering.net <llyzwa@generalengineering.net>, broemer@ehlers-inc.com <broemer@ehlers-inc.com>, AHeintz@ehlers-inc.com <AHeintz@ehlers-inc.com>, KatherineC.Miller@wisconsin.gov <KatherineC.Miller@wisconsin.gov>, andrew.behm@wisconsin.gov <andrew.behm@wisconsin.gov>, Jessica.fandrich1@wisconsin.gov <Jessica.fandrich1@wisconsin.gov>, erika.mills@wisconsin.gov <erika.mills@wisconsin.gov>, Berrones, Tracy A. <Tracy.Berrones@quarles.com>

**Re: City of Markesan - \$996,528 Water System Revenue Bonds, Series 2022 (Safe Drinking Water Loan)**

Attached please find:

RESOLUTION NO. 03-2022

RESOLUTION AUTHORIZING THE ISSUANCE AND  
SALE OF UP TO \$996,528 WATER SYSTEM REVENUE BONDS, SERIES 2022,  
AND PROVIDING FOR OTHER DETAILS AND  
COVENANTS WITH RESPECT THERETO

WHEREAS, the City of Markesan, Green Lake County, Wisconsin (the "Municipality") owns and operates a water system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to Resolution No. 07-17 adopted by the Governing Body on June 6, 2017 (the "2017 Resolution"), the Municipality has heretofore issued its Water System Revenue Bonds, Series 2017, dated June 14, 2017 (the "2017 Bonds"), which are payable from the income and revenues of the System; 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 Safe Drinking Water Loan Program Project No. 5122-05 and No. 5122-06 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. W-2021-0647 and dated September 3, 2021, amended August 11, 2022 and No. W-2021-0646 and dated September 13, 2021 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 water 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 2017 Resolution permits the issuance of additional bonds on a parity with the 2017 Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, other than the 2017 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 \$996,528 Water System Revenue Bonds, Series 2022, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Bond Year" means the twelve-month period ending on each May 1;
- (e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;
- (f) "Debt Service Fund" means the Water System Revenue Bond and Interest Special Redemption Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;
- (g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;
- (h) "Fiscal Year" means the twelve-month period ending on each December 31;
- (i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;
- (j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from water charges imposed by the Municipality, all payments to the Municipality under any 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 Markesan, Green Lake 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) "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;

(p) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(q) "System" means the entire water 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 extraction, collection, treatment, storage and distribution of water, 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 water system and including all appurtenances, contracts, leases, franchises, and other intangibles;

(r) "2017 Bonds" means the Municipality's Water System Revenue Bonds, Series 2017, dated June 14, 2017; and

(s) "2017 Resolution" means Resolution No. 07-17 adopted by the Governing Body on June 6, 2017 authorizing the issuance of the 2017 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 \$996,528; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Water System Revenue Bonds, Series 2022" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.145% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on May 1, 2023 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond (except the final maturity) and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft of the Municipality and mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the 2017 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 2017 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 2017 Bonds, the Bonds and Parity Bonds, certain funds of the System which were created and established by a resolution adopted December 9, 2010 and amended on December 27, 2010 (collectively, the "2010 Resolution") are hereby continued and which shall be used solely for the following respective purposes:

- (a) Water System Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.
- (b) Water System Revenue Bond and Interest Special Redemption Fund (the "Debt Service Fund"), which shall be used for the payment of the principal of, premium, if any, and interest on the 2017 Bonds, the Bonds and Parity Bonds as the same becomes due. Funds in the Reserve Account created by the 2010 Resolution within the Debt Service Fund are not pledged to the payment of the principal of or interest on the Bonds and moneys on deposit therein shall under no circumstances be used to pay principal of or interest on the Bonds.
- (c) Water System Depreciation Fund (the "Depreciation Fund"), which shall be used to provide a proper and adequate depreciation account for the System.

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

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be 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 2017 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 2017 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 the Reserve Account in connection with such Parity Bonds;
- (c) to the Depreciation Fund, an amount determined by the Governing Body to be sufficient to provide a proper and adequate depreciation account for the System; and
- (d) to the Surplus Fund, any amount remaining after the monthly transfers required above have been completed.

Transfers to the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (d) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the 2017 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 any 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 2017 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 Water System SDWLP 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 water 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 2017 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 2017 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 Safe Drinking Water Loan Program. However,

such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

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

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

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

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

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

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$996,528 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 "Water System SDWLP Project Fund." The Water System SDWLP 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 Water System SDWLP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

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

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

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

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the

Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

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

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

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan 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 Safe Drinking Water Loan 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 2017 Resolution), 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 2017 Resolution, the 2017 Resolution shall control as long as any 2017 Bonds are outstanding.

Passed: September 13, 2022

Approved: September 13, 2022

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Rich Slate  
Mayor

Attest:

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Elizabeth A. Amend  
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED  
NO. \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
GREEN LAKE COUNTY  
CITY OF MARKESAN

REGISTERED  
\$ \_\_\_\_\_

WATER SYSTEM REVENUE BOND, SERIES 2022

Final  
Maturity Date

May 1, 2042

Date of  
Original Issue

\_\_\_\_\_, 20\_\_

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

FOR VALUE RECEIVED the City of Markesan, Green Lake 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, 2023 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.145% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2023.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2023 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Two and 145/1000ths percent (2.145%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

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

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

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

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Water System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted September 13, 2022, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$996,528 Water System Revenue Bonds, Series 2022, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues of the Water System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Water System Revenue Bonds, Series 2017, dated June 14, 2017, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

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

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF MARKESAN,  
WISCONSIN

(SEAL)

By: \_\_\_\_\_  
Rich Slate  
Mayor

By: \_\_\_\_\_  
Elizabeth A. Amend  
City Clerk

COPY

(Form of Assignment)

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

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---

---

(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

\$996,528

CITY OF MARKESAN, WISCONSIN  
WATER SYSTEM REVENUE BONDS, SERIES 2022

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

COPY

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2023	\$40,424.97
May 1, 2024	41,292.08
May 1, 2025	42,177.80
May 1, 2026	43,082.51
May 1, 2027	44,006.63
May 1, 2028	44,950.58
May 1, 2029	45,914.77
May 1, 2030	46,899.64
May 1, 2031	47,905.63
May 1, 2032	48,933.21
May 1, 2033	49,982.83
May 1, 2034	51,054.96
May 1, 2035	52,150.09
May 1, 2036	53,268.71
May 1, 2037	54,411.32
May 1, 2038	55,578.44
May 1, 2039	56,770.60
May 1, 2040	57,988.33
May 1, 2041	59,232.18
May 1, 2042	60,502.72

Safe Drinking Water Loan Program Project No. 5122-05  
City of Markesan  
Replace Water Mains and Lead Service Lines Across the City, and South Main Street and Sunrise Lane  
Financial Assistance Agreement – Closing Schedule

By August 23:

- Department of Natural Resources (DNR) project manager distributes Financial Assistance Agreement (FAA) to Department of Administration (DOA) for review.

By August 30:

- Quarles & Brady LLP distributes draft Municipal Obligation Resolution and other bond documents to the City of Markesan and DOA for review. Project manager mails FAA to municipality.

On September 13:

- Municipality holds properly noticed meeting at which time:
  1. Municipal Obligation Resolution is adopted.
  2. Bond related documents are signed by municipal officials.
  3. DNR FAA (printed single sided) is signed by municipal officials.

*NOTE: Most documents must be signed by Highest Elected Official & Clerk/Secretary and some documents must have municipal seal applied. Do not sign any Exhibits.*

By September 14: VIA OVERNIGHT DELIVERY:

- 1. Municipality scans FAA signature page and sends via e-mail to Quarles & Brady LLP and Erika Mills.
  2. Municipality returns signed paper FAA via overnight delivery to Quarles & Brady LLP.
  3. Municipality delivers signed & sealed Resolution & other bond documents via overnight delivery to Quarles & Brady LLP.

By September 26:

- Quarles & Brady LLP sends final signed and sealed bond documents and legal opinion to DOA.

September 28:

- Loan Closing Day. Quarles & Brady LLP contacts municipality and DOA to confirm that closing may proceed, and DOA wire transfers the first disbursement to municipal bank account.



Safe Drinking Water Loan Program Project No. 5122-05  
City of Markesan  
Replace Water Mains and Lead Service Lines Across the City, and South Main Street and Sunrise Lane  
Financial Assistance Agreement Summary  
Distribution Sheet

**LOAN INFO**

Total Project Amount: \$2,903,476      Principal Forgiveness Amount: \$320,183  
Net SDWLP Loan Amount: \$996,528      Internal Funding: \$369,765      CDBG Funding: \$1,000,000  
LRIP Funding: \$217,000  
Pledge: Water System Revenue      Lien Priority: Senior-Parity  
Composite Interest Rate: 2.145%

---

**DOCUMENT INFO**

Date of Municipal Obligation Resolution – September 13, 2022

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**CLOSING INFO**

Refinancing: None      Date of Refinancing: N/A  
Total First Disbursement: \$499,675.45

---

**DISTRIBUTION**

**Department of Natural Resources**

Erika Mills  
Bureau of Community Financial Assistance  
101 South Webster Street, 2nd Floor  
PO Box 7921  
Madison WI 53707-7921  
608-212-1246  
erika.mills@wisconsin.gov

**Department of Administration**

Katherine Miller  
State of Wisconsin DOA Capital Finance Office  
101 East Wilson Street, 10th Floor  
PO Box 7864  
Madison WI 53707-7864  
608-266-2305,  
katherinec.miller@wisconsin.gov

**Municipality**

Betsy Amend  
City of Markesan  
150 South Bridge Street  
Markesan, WI 53946  
920-398-3031  
bamend@markesanwi.gov

**Engineering Firm**

Elizabeth Shumate  
General Engineering Company, Inc.  
916 Silver Lake Drive  
Portage WI 53901  
608-742-2169  
eshumate@generalengineering.net

**Municipal Bond Counsel**

Rebecca Speckhard  
Quarles & Brady LLP  
411 East Wisconsin Avenue Suite 2400  
Milwaukee WI 53202-4426  
414-277-5000  
rebecca.speckhard@quarles.com

**Financial Advisor**

Brian Roemer  
Ehlers  
N21W23350 Ridgeview Parkway West  
Waukesha WI 53188-1015  
800-552-1171  
broemer@ehlers-inc.com

FINANCIAL ASSISTANCE AGREEMENT (FAA) EXCERPTS

Safe Drinking Water Loan Program  
Project No. 5122-05

Municipality: City of Markesan

Municipal ID: 24251

Plans and Specifications: W-2021-0647 Approved September 3, 2021 – Amended August 11, 2022; and W-2021-0646 Approved September 13, 2021

Municipal Meeting Date: September 13, 2022

Loan Closing Date: September 28, 2022

Substantial Completion Date: June 30, 2022

Pledge: Water System Revenue bond with a par amount of \$996,528

Priority: Senior-Parity

Interest Rate: 2.145%

Total First Disbursement: \$499,675.45

**State of Wisconsin**  
**DEPARTMENT OF NATURAL RESOURCES**  
101 S. Webster Street  
Box 7921  
Madison WI 53707-7921

**Tony Evers, Governor**  
**Preston D. Cole, Secretary**  
Telephone 608-266-2621  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



August 30, 2022

BETSY AMEND, CLERK/TREASURER  
CITY OF MARKESAN  
150 SOUTH BRIDGE STREET  
MARKESAN WI 53946

**SUBJECT:** Safe Drinking Water Loan Program, Project No. 5122-05  
Replace Water Mains and Lead Service Lines Across the City, and South Main Street and Sunrise Lane  
Financial Assistance Agreement – September 28, 2022

Dear Ms. Amend:

Your project manager prepared the following loan closing documents for your Safe Drinking Water Loan Program (SDWLP) project:

1. SDWLP Loan Closing Schedule - Attachment 1
2. Financial Assistance Agreement Summary/Distribution Sheet - Attachment 2
3. Financial Assistance Agreement (FAA)

To close the loan on September 28, 2022, we need to follow the Loan Closing Schedule (Attachment 1).

The City of Markesan has three (3) working days upon receipt of wired SDWLP funds to do one or more of the following:

1. Pay the project invoices identified in the SDWLP disbursement request.
2. Reimburse an internal municipal account from which eligible project costs were paid. This reimbursement must adhere to current U.S. Treasury Regulations.
3. Disburse payments to the bank or financial institution for projects that are being refinanced.

Execution of the FAA creates a binding obligation in all respects. Any negotiation of terms and conditions or determinations must occur prior to adoption of the Municipal Obligation Resolution and execution of the enclosed FAA document.

The Project Manager Summary Page (Exhibit F of the FAA) further explains certain assumptions and decisions affecting preparation of your FAA.

Please contact your project manager, Erika Mills, at 608-266-0228, for assistance with execution of the FAA, Request for Disbursement (Form 8700-215), or other SDWLP documents.

Thank you for your interest in the Safe Drinking Water Loan Program.

Sincerely,

Matthew Marcum, Chief  
Environmental Loans Section  
Bureau of Community Financial Assistance  
Attachments

Electronic Copies: Jim Witthuhn - DG/5  
Rebecca Speckhard, Quarles & Brady LLP - Milwaukee  
Brian Roemer, Ehlers - Waukesha  
Elizabeth Shumate, General Engineering Company, Inc., Portage  
Capital Finance Office - DOA/10  
Robert Hannes - DNR NER/Green Bay

State of Wisconsin  
Department of Natural Resources  
Bureau of Community Financial Assistance  
101 South Webster Street  
PO Box 7921  
Madison, Wisconsin 53707-7921

Financial Assistance Agreement  
Safe Drinking Water Loan Program  
Form 8700-214 rev 03/21

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM  
FINANCIAL ASSISTANCE AGREEMENT WITH PRINCIPAL FORGIVENESS

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STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
DEPARTMENT OF ADMINISTRATION

and

CITY OF MARKESAN

—————  
\$1,316,711 With up to \$320,183 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT  
—————

Dated as of September 28, 2022  
—————

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan 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 Safe Drinking Water Loan Program.

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Municipal Identification No. 24251  
Safe Drinking Water Loan Program Project No. 5122-05

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EXHIBIT F	PROJECT MANAGER SUMMARY PAGE
EXHIBIT G	FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated September 28, 2022, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Markesan, 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 Safe Drinking Water Act Amendments of 1996 (the "Act"), requires each state to establish a drinking water revolving loan 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 the Act; and

WHEREAS, the State of Wisconsin, pursuant to the Statute, Wis. Stats., established the SDWLP to be used in part for purposes of the 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 SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water 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 DNR criteria for Project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DOA determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") pursuant to 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 SDWLP that it has created a dedicated source of revenue, 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 SDWLP 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 Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

"American Iron and Steel" means the requirements for using American iron and steel as mandated under EPA's Drinking Water State Revolving Fund program.

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

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

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

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

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., 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 the Act.

"FAA" means this Financial Assistance Agreement.

"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 SDWLP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

"Loan" means the loan or loans made by the SDWLP 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 SDWLP;
- (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 SDWLP, a specimen copy of which is included in the Municipal Obligations transcript in exchange for the portion of the Loan which is not subject to Principal Forgiveness.

"Municipality" means City of Markesan, a "local governmental unit" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Parity Obligations" means the Municipality's \$1,276,868 Water System Revenue Bonds, Series 2017, dated June 14, 2017, 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. W-2021-0647 dated September 3, 2021—Amended August 11, 2022; and W-2021-0646, dated September 13, 2021, 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 \$320,183. 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 SDWLP Project No. 5122-05 & 5122-06 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter(s) for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats. For simplicity purposes, the projects will be referred to as 5122-05 moving forward.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP 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 150, NR 151, NR 166, NR 809, NR 810, and NR 811, 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 Statute, 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 the Statute and managed and administered by DNR and DOA.

"State" means the State of Wisconsin.

"Statute" means ss. 281.59 and 281.61, 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 Fees" means fees charged or to be charged to users of the Project or the Water System of which the Project is a part pursuant to the Water Rates or otherwise.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

"Water Rates" means a charge or system of charges levied on users of a water system for the user's proportional share of the revenue requirement of a water system which consists of operation and maintenance expenses, depreciation, taxes, and return on investment.

"Water System" means all structures, conduits, and appurtenances by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes from buildings to street mains.

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 SDWLP The SDWLP 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 SDWLP 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 SDWLP 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 SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.
- (e) The execution and delivery by the SDWLP 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 SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP; 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 SDWLP, 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 SDWLP, or, to the knowledge of the SDWLP, any basis therefore, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.
- (g) The Project is on the DNR funding list for the 2022 state fiscal year.

Section 2.02. Representations of the Municipality The Municipality represents, covenants, and warrants as of the date of this FAA, and with respect to paragraphs (n), (s), and (u), covenants throughout the term of this FAA, as follows:

- (a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:
  - (1) conduct its business and own its properties,
  - (2) enter into this FAA,
  - (3) adopt the Municipal Obligation Resolution,
  - (4) issue and deliver the Municipal Obligations to the SDWLP as provided herein, and
  - (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.
- (b) The Municipality is in compliance with its Water Diversion Permit (if any).

(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 \$996,528 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. 281.61(2), Wis. Stats., for financing from the SDWLP, 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 contained in the Regulations. Portions of the Project that are ineligible for financing from the SDWLP 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 SDWLP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and which are being refinanced with the proceeds of the Financial Assistance made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Financial Assistance shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

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

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

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the Program Resolution.

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

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

(s) The Municipality represents that it has satisfied and shall continue to satisfy all the applicable requirements in ss. 281.61(3), (4), (5), and (8m), Wis. Stats., and ch. NR 166, Wis. Adm. Code.

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

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

(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 actual Substantial Completion date of the Project was June 30, 2022.

(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 SDWLP by deducting those amounts from any State payments due the Municipality. State aids information is available on: the Wisconsin Department of Revenue's website at <https://www.revenue.wi.gov/Pages/Report/Shared-Revenue-Estimates.aspx>, and the Wisconsin Department of Transportation's website at <https://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/gta.aspx>.

The Municipality acknowledges that ss. 281.59(11)(b) and 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 SDWLP 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 Water System or, in the case of a joint utility system, to bill the users of the Municipality's Water 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 submitted a water rate application to the Public Service Commission. This water rate application is for Water Rates that shall generate sufficient revenues, together with other funds available to the Municipality, to pay all costs of operating and maintaining the facilities of the Municipality's entire Water System, in accordance with this FAA. The Municipality implemented the Water Rates upon the Wisconsin Public Service Commission's approval of the rate order.

(cc) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$1,316,711 with Principal Forgiveness of \$320,183 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 SDWLP 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 SDWLP Municipal Obligations in the aggregate principal amount of \$996,528. The SDWLP 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 SDWLP or by the Trustee for the account of the SDWLP. Earnings on undisbursed Loan proceeds shall be for the account of the SDWLP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.05 hereof.

(c) The Loan shall bear interest at the rate of two and 145/1000ths percent (2.145%) per annum, and interest shall accrue and be payable only on Loan principal amounts actually disbursed on the Municipal Obligations from the date of disbursement until the date such amounts are repaid or forgiven.

(d) Disbursements of Financial Assistance shall generally be made: first, in the form of a Loan disbursement on the Municipal Obligations, which must be at least 5% of the Municipal Obligation amount or \$50,000, whichever is less; second in the form of Loan disbursements that include the applicable percentage of Principal Forgiveness up to \$320,183; 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 Obligation 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 SDWLP 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 SDWLP 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 September 28, 2022. It is understood that the actual amount of the Municipality's Municipal Obligations payments shall be based on the actual dates and amounts of disbursements on the Municipal Obligations. Notwithstanding the foregoing or anything in the Municipal Obligations, the Municipal Obligations shall be for no longer than twenty (20) years from the date of this FAA and shall mature and be fully amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Municipal Obligations shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

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



issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Municipality's Water System, and the Municipality shall agree that, if revenues from the Water System are insufficient to meet annual debt service requirements, the Municipality shall purchase water 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 Water 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 Water 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 3.07 hereof.

#### Section 3.04. Sale and Redemption of Municipal Obligations

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

(b) The Municipality shall pay all costs and expenses of the SDWLP 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 SDWLP and any investment losses incurred or sustained by the SDWLP 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 3.05. 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 SDWLP, 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 SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.

(2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to

repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The SDWLP 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 SDWLP 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, and DNR has approved all change orders relating to the Project;
- (2) the Municipality certifies to DNR its acceptance of the Project from its contractors;
- (3) the Municipality certifies in writing to DNR its compliance with applicable Federal requirements (certification must be as prescribed on Exhibit G);
- (4) the Municipality furnishes reports and provides data and such other information as SDWLP may require prior to Project closeout; and
- (5) 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 3.06. 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 SDWLP 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 SDWLP under this FAA. DOA may collect all amounts due the SDWLP 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) The SDWLP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the SDWLP's benefit of the Project and the Municipality's Water 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.

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

(4) The SDWLP may declare the principal amount of the Municipal Obligations immediately due and payable.

(5) The SDWLP 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.

(6) The SDWLP may increase the interest rate set forth in Section 3.01 hereof to the market interest rate as defined in the Statute and Regulations.

Section 3.07. 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 Water Rates (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 Water Rates or other revenues pledged under Section 3.07(a) above, to any person other than the SDWLP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality.

Section 3.08. 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 Water 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 SDWLP upon request at any time during the term of this FAA.

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

Section 4.02. Construction of the Project

(a) 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.

(b) During construction of the Project, if the Municipality replaces a lead service line in the Water System that results in creation of a partial lead service line due to the private portion of the service line also containing lead, or containing galvanized iron or galvanized steel, the SDWLP shall not provide funding for any Project work on the city block on which the partial lead service line was created.

(c) If a lead service line, including both the public portion and the private portion of the line, cannot be replaced in its entirety all at one time, the Municipality shall supply water filters to any affected homes to minimize any harmful effects. The Municipality shall attempt to replace a service line in its entirety within 45 days of the start of construction on the lead service line. In no case shall the full replacement period exceed 180 days.

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) certify compliance with Section 4.02 of this FAA; and
- (5) obtain all required permits and authorizations from appropriate authorities, if required, for operation and use of the Project.

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 SDWLP 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 therefor from the SDWLP, or the owners of any bonds, except from the proceeds of additional financing which may be provided by the SDWLP 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 SDWLP, DOA, DNR, nor the Trustee makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, Plans and Specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, indemnity, or other contractual requirements from any party performing Project work.

ARTICLE V  
COVENANTS

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

Section 5.02. Operation and Maintenance

(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 Project performance standards contained in the Application and the requirements of the Water Diversion Permit (if any).

(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 Water System or Project, except for portions of the Water System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

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

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Project and the Water 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 SDWLP. 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 SDWLP 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 Water 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 in 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 SDWLP 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 SDWLP shall not be invested in any interest-bearing account.

(d) The Municipality shall not use (directly or indirectly) the proceeds of the Bonds in any manner that would constitute an "advance refunding" within the meaning of Section 149(d)(5) of the Code or any successor provision. Without limiting the foregoing, any proceeds of the Bonds used to repay interim or other prior financing of Project Costs will be applied within three (3) Business Days of receipt of the proceeds to the payment of principal of such financing.

Section 5.10. User Fee Covenant

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

(b) The Municipality covenants that it shall adopt, and adequately maintain for the design life of the Project, a system of User Fees with respect to the Project. The Municipality covenants that it shall, from time to time, 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 Water System; or any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project, operate the Water 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 and 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 Water 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 to the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.



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

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

Section 5.19. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs for which disbursement of funds has already been made by the SDWLP. The SDWLP 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 principal balance for the Project).

Section 5.20. 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 SDWLP deems reasonably necessary to protect its environmental and credit interests; and

(4) the SDWLP consents in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.21. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Act (42 USC 300j-9(e)), 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 5.22. American Iron and Steel The Municipality agrees to comply with requirements for use of American Iron and Steel contained in Public Law 115-141 for products used in the Project that are made primarily of iron and/or steel.

Section 5.23. 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  
SAFE DRINKING WATER LOAN 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 MARKESAN  
150 SOUTH BRIDGE STREET  
MARKESAN WI 53946

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 SDWLP 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 SDWLP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the SDWLP 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 SDWLP, 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, awarding, assigning, and confirming the rights, security interests, and agreements awarded or intended to be awarded 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 SDWLP 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 SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP 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 SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate Financial Assistance or rescind this FAA.

Section 6.12. Rescission The SDWLP 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 SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF MARKESAN

By: \_\_\_\_\_  
Rich Slate  
Mayor

Attest: \_\_\_\_\_  
Elizabeth Amend  
City Clerk-Treasurer

STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION

By: \_\_\_\_\_  
Authorized Officer

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

By: \_\_\_\_\_  
Authorized Officer

EXHIBIT A

PROJECT BUDGET SHEET

CITY OF MARKESAN  
SDWLP Project No. 5122-05

	Total Project Costs	Ineligible Costs Paid with Internal Funds	Ineligible Costs Paid with LRIP	Ineligible Costs Paid with CDBG	SDWLP Total Award Amount for this Project	Principal Forgiveness Amount (A)	Net SDWLP Loan Amount
Force Account	10,000	5,400	0	0	4,600	0	4,600
Interim Financing Costs	0	0	0	0	0	0	0
Preliminary Engineering	75,000	43,500	0	0	31,500	0	31,500
Land or Easement Acquisition	0	0	0	0	0	0	0
Engineering/ Construction Mgmt.	140,000	74,240	0	0	65,760	0	65,760
Construction/ Equipment	2,597,483	246,625	217,000	1,000,000	1,133,858	320,183	813,675
Contingency	56,693	0	0	0	56,693	0	56,693
Miscellaneous Costs	4,800	0	0	0	4,800	0	4,800
SDWLP Closing Costs	19,500	0	0	0	19,500	0	19,500
<b>TOTAL</b>	<b>\$2,903,476</b>	<b>\$369,765</b>	<b>\$217,000</b>	<b>\$1,000,000</b>	<b>\$1,316,711</b>	<b>\$320,183</b>	<b>\$996,528</b>

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

**Markesan, Wisconsin****Exhibit B****Project # 5122-05 Safe Drinking Water Loan Program**

Loan Closing Date:

**September 28, 2022**

Payment Date	Principal Payment	Interest Rate	Interest Payment	Principal & Interest	Bond Year Debt Service	Calendar Year Debt Service
1-May-23	40,424.97	2.145%	12,647.19	53,072.16	53,072.16	0.00
1-Nov-23	0.00	2.145%	10,254.20	10,254.20	0.00	63,326.36
1-May-24	41,292.08	2.145%	10,254.20	51,546.28	61,800.48	0.00
1-Nov-24	0.00	2.145%	9,811.35	9,811.35	0.00	61,357.63
1-May-25	42,177.80	2.145%	9,811.35	51,989.15	61,800.50	0.00
1-Nov-25	0.00	2.145%	9,358.99	9,358.99	0.00	61,348.14
1-May-26	43,082.51	2.145%	9,358.99	52,441.50	61,800.49	0.00
1-Nov-26	0.00	2.145%	8,896.93	8,896.93	0.00	61,338.43
1-May-27	44,006.63	2.145%	8,896.93	52,903.56	61,800.49	0.00
1-Nov-27	0.00	2.145%	8,424.96	8,424.96	0.00	61,328.52
1-May-28	44,950.58	2.145%	8,424.96	53,375.54	61,800.50	0.00
1-Nov-28	0.00	2.145%	7,942.86	7,942.86	0.00	61,318.40
1-May-29	45,914.77	2.145%	7,942.86	53,857.63	61,800.49	0.00
1-Nov-29	0.00	2.145%	7,450.43	7,450.43	0.00	61,308.06
1-May-30	46,899.64	2.145%	7,450.43	54,350.07	61,800.50	0.00
1-Nov-30	0.00	2.145%	6,947.43	6,947.43	0.00	61,297.50
1-May-31	47,905.63	2.145%	6,947.43	54,853.06	61,800.49	0.00
1-Nov-31	0.00	2.145%	6,433.64	6,433.64	0.00	61,286.70
1-May-32	48,933.21	2.145%	6,433.64	55,366.85	61,800.49	0.00
1-Nov-32	0.00	2.145%	5,908.83	5,908.83	0.00	61,275.68
1-May-33	49,982.83	2.145%	5,908.83	55,891.66	61,800.49	0.00
1-Nov-33	0.00	2.145%	5,372.77	5,372.77	0.00	61,264.43
1-May-34	51,054.96	2.145%	5,372.77	56,427.73	61,800.50	0.00
1-Nov-34	0.00	2.145%	4,825.20	4,825.20	0.00	61,252.93
1-May-35	52,150.09	2.145%	4,825.20	56,975.29	61,800.49	0.00
1-Nov-35	0.00	2.145%	4,265.89	4,265.89	0.00	61,241.18
1-May-36	53,268.71	2.145%	4,265.89	57,534.60	61,800.49	0.00
1-Nov-36	0.00	2.145%	3,694.59	3,694.59	0.00	61,229.19
1-May-37	54,411.32	2.145%	3,694.59	58,105.91	61,800.50	0.00
1-Nov-37	0.00	2.145%	3,111.03	3,111.03	0.00	61,216.94
1-May-38	55,578.44	2.145%	3,111.03	58,689.47	61,800.50	0.00
1-Nov-38	0.00	2.145%	2,514.95	2,514.95	0.00	61,204.42
1-May-39	56,770.60	2.145%	2,514.95	59,285.55	61,800.50	0.00
1-Nov-39	0.00	2.145%	1,906.08	1,906.08	0.00	61,191.63
1-May-40	57,988.33	2.145%	1,906.08	59,894.41	61,800.49	0.00
1-Nov-40	0.00	2.145%	1,284.16	1,284.16	0.00	61,178.57
1-May-41	59,232.18	2.145%	1,284.16	60,516.34	61,800.50	0.00
1-Nov-41	0.00	2.145%	648.89	648.89	0.00	61,165.23
1-May-42	60,502.72	2.145%	648.89	61,151.61	61,800.50	61,151.61
1-Nov-42	0.00	2.145%	-	-	0.00	0.00

Totals	996,528.00		230,753.55	1,227,281.55	1,227,281.55	1,227,281.55
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Net Interest Rate	2.1450%
Bond Years	10.757.7418
Average Life	10.7952

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

24-Aug-22 Wisconsin Department of Administration

## Loan Payment Schedule Comments

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

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

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

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

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

After your last disbursement of loan funds and project close-out, we will email the final loan payment schedule to you.

The Environmental Improvement Fund sends invoices semi-annually. Principal and interest payments are due by May 1 each year. Interest-only payments are due by November 1. You will receive an invoice approximately 45 days prior to the due date. If you have multiple loans, we will send a single invoice showing the payment amount for each loan.

Please call Katherine Miller at 608-266-2305 or email [doaeif@wisconsin.gov](mailto:doaeif@wisconsin.gov) for more information on your payment 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 Water 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 Markesan Project Number: 5122-05 Loan/Grant Amount: \$1,316,711  
Project Description: Replace Water Mains and Lead Service Lines across city, and South Main Street & Sunrise Lane  
Did the municipality satisfy the DBE requirements? X Yes  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
Prime: Kopplin & Kinas Company, Inc.	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> Other X N/A	Construction	2,535,303.30	
Sub: JR's Mulch	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other	Restoration	1,400	
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			
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
Prime: General Engineering Company	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other X N/A <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other	Engineering	207,800	Municipality Completes at Project Closeout
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <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 <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 <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 <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 <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Total MBE \$ _____				
Total WBE \$ _____				
Total Other \$ _____				

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

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

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

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

CITY OF MARKESAN  
SDWLP Project No. 5122-05

1. Project Description: The Project targets streets in the Municipality with aged, deteriorated, and/or undersized water utility infrastructure. The Project includes watermain replacement on Catherine Street, Edmaz Street, Main Street, North High Street, Bridge Street, St. Joseph Street, South Main Street, and Sunrise Lane and will include approximately 5,300 feet of 6-inch PVC pipe. The Project was originally applied for under 2 applications for 5122-05 & 5122-06. The applications were merged after the application process had concluded to save money on closing costs.

The replacement of 47 public side lead water laterals and approximately 27 private-side lead water laterals is planned as part loan 5122-08 through the DNR's Privet Lead Service Line Replacement program. Kopplin & Kinas Company, Inc. will perform the work.

2. Ineligible Costs: The Project included storm sewer costs, roadway reconstruction costs, and sanitary sewer costs.

Contractor	Dated	Amount	Description
General Engineering Company	5/27/2020	\$5,400	Force Account
General Engineering Company	5/18/2020	\$29,580	Preliminary Engineering
General Engineering Company	6/23/2021	\$13,920	Preliminary Engineering
General Engineering Company	5/18/2020	\$41,760	Construction Management
General Engineering Company	5/27/2020	\$17,400	Construction Management
General Engineering Company	6/23/2021	\$15,080	Construction Management
Kopplin & Kinas Company, Inc.	2/8/2022	\$1,463,625	Construction

3. Other Funding Sources: The Municipality has applied for and received funding from the Wisconsin Department of Transportation's (DOT) Local Road Improvement Program (LRIP) to cover ineligible street construction. They also applied for and received CDBG funding to cover ineligible construction costs related to street reconstruction, storm sewer, and sanitary sewer lines. The remaining ineligible costs will be covered by internal funding.

Source	Amount	Work Covered
CDBG	\$1,000,000	Ineligible construction costs
LRIP	\$217,000	Ineligible street construction
Internal Funding	\$369,765	Ineligible preliminary engineering, construction management, and construction costs.

4. Miscellaneous Costs: As shown in the Project Budget Sheet Summary (Exhibit A), SDWLP funding in the amount of \$4,800 is included in the Miscellaneous category for:

◆ Administrative Expenses - \$4,800

Each construction-related item, denoted by an asterisk (\*), requires review and approval by the DNR construction management engineer (CME) prior to reimbursement from the SDWLP. The Municipality must provide the CME a copy of the vendor's invoice, procurement method used, and applicable state documentation. After the CME determines eligibility and gives approval, the Municipality may then request reimbursement from the SDWLP.

5. Contingency Allowance: The Contingency allowance of \$56,693 is five percent of the amount of uncompleted construction work. The Municipality must obtain CME approval of change orders prior to requesting reimbursement.
6. DBE Good Faith Effort: The Municipality, General Engineering Company, Kopplin & Kinas Company, Inc. made good faith efforts to meet DBE solicitation requirements during advertising and bidding. Kopplin & Kinas Company, Inc. have identified an MBE, JR's Mulch, for restoration work in the amount of \$1,400. Contractors are required to solicit for DBEs if they do any subcontracting.
7. Green Project Reserve: No GPR elements were identified during the review of this Project.
8. American Iron and Steel: This Project is subject to the use of American Iron and Steel (AIS) requirements mandated under EPA's Drinking Water State Revolving Fund program.
9. Environmental Review: Based on the information submitted to the SDWLP regarding activities associated with the Project, the SDWLP determined that the Project is categorically excluded from construction requirements under 40 CFR §6.204 (a)(1). No archeological or historical elements were found.
10. Principal Forgiveness: All disbursement request will be paid at 30% principal forgiveness until the project limit of \$320,183.

EXHIBIT G

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

**[Prepare on Municipal Letterhead at Project Completion and Closeout]**

The undersigned officials of the City of Markesan (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 5122-05 (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. 5122-05 has met the requirements for the use of American Iron and Steel mandated under EPA's Drinking Water State Revolving Fund Program.

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: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT FOR NORTH FOND DU LAC  
TO PROVIDE MUNICIPAL COURT SERVICES  
TO THE  
CITIES OF FOND DU LAC AND RIPON, TOWNS OF AUBURN, CALUMET, EMPIRE, FOND DU LAC,  
FRIENDSHIP, OAKFIELD, OSCEOLA, RIPON AND TAYCHEEDAH IN FOND DU LAC COUNTY AND  
WILSON IN SHEBOYGAN COUNTY, AND THE VILLAGES OF BRANDON, CAMPBELLSPORT,  
FAIRWATER, NORTH FOND DU LAC, OAKFIELD AND ST. CLOUD IN FOND DU LAC COUNTY  
AND  
THE CITY OF BERLIN IN GREEN LAKE AND WAUSHARA COUNTIES, THE CITIES OF GREEN LAKE,  
MARKESAN AND PRINCETON IN GREEN LAKE COUNTY**

**I. PREAMBLE**

This Intergovernmental Agreement is entered into, pursuant to Section 66.0301 of the Wisconsin Statutes by the Cities of Berlin, Fond du Lac, Green Lake, Markesan, Princeton and Ripon, the Towns of Auburn, Calumet, Empire, Fond du Lac, Friendship, Oakfield, Osceola, Ripon, Taycheedah and Wilson and the Villages of Brandon, Campbellsport, Fairwater, North Fond du Lac, Oakfield and St. Cloud (together, the "municipalities") for the provision of Municipal Court services by the Village of North Fond du Lac to the Cities of Berlin, Fond du Lac, Green Lake, Markesan, Princeton, and Ripon, the Towns of Auburn, Calumet, Empire, Fond du Lac, Friendship, Oakfield, Osceola, Ripon, Taycheedah and Wilson and the Villages of Brandon, Campbellsport, Fairwater, North Fond du Lac, Oakfield and St. Cloud.

**II. SERVICES TO BE PROVIDED FOR MUNICIPAL COURT BY NORTH FOND DU LAC**

**A. Operational Court Services**

The Village of North Fond du Lac shall provide municipal court services as required by law and subject to the ordinances of the municipalities.

**B. Personnel**

The Village of North Fond du Lac shall employ sufficient staff to perform the municipal court services required by the Agreement and by Wisconsin State Statute.

**C. Location and Equipment**

The Village of North Fond du Lac shall provide sufficient court office space, as required pursuant to Section 755.09, Wis. Stats. and storage, as well as computers, up-to-date programs and software and other office equipment as deemed necessary to provide court services to member municipalities.

**D. Cooperation**

The Village of North Fond du Lac shall cooperate with the Court Executive Committee.

**III. RESPONSIBILITIES OF MEMBER MUNICIPALITIES**

- A.** Each member municipality shall provide to the court electronic data in a form compatible with the court computer software.
- B.** Each member municipality where court services are held shall provide armed court security for the times during which court is in session.
- C.** Member municipalities shall cooperate in the collection of forfeitures by the court. The collection of penalties and surcharges will be in accordance with the requirements of Section 757.05(1)(c), (2), Wis. Stats.

#### **IV. FINANCES**

- A.** Each member municipality agrees that the Village of North Fond du Lac may retain court fees collected for each citation disposed of by the court as allowed by the State of Wisconsin to offset operating expenditures. No court fees shall be collected from member municipalities in cases where a forfeiture has been assessed against a defendant in which the court has been unable to collect said forfeiture.
- B.** It is agreed that funds in excess of operating expenses will be retained by the Village of North Fond du Lac and that any expenditures exceeding expenses will be absorbed by the Village of North Fond du Lac. The budget of the municipal court shall be separate from or contained on a separate line from, the budget or line items of all other North Fond du Lac Departments as required under Section 755.01(1), Wis. Stats.
- C.** All forfeitures collected by the court for member municipalities shall be remitted to the municipalities in accordance with state statute.
- D.** The court agrees to vigorously attempt to collect all outstanding forfeitures utilizing statutorily permitted means available to the court.

#### **V. LOCATIONS OF COURT SESSIONS**

- A.** Locations for court sessions shall be mutually agreed upon by the municipality and the court.

#### **VI. COURT EXECUTIVE COMMITTEE**

- A.** The Lakeside Municipal Court Executive Committee shall be composed of one (1) representative from each member municipality. Each of these members may appoint, at their discretion, an alternate to serve in their place or absence. Members or alternates may not be employees of the municipality's police department.
- B.** The membership shall elect from its members a chairperson to preside at its meetings and a vice-chair to act in the absence of the chair and shall designate a recording secretary. Terms shall be two years. Chair and vice-chair may serve two consecutive terms.
- C.** The Court Executive Committee shall hold annual meetings at a place and time to be fixed by the committee for the purpose of reviewing functions of the court. Special meetings may be held whenever called by its Chair or, on written request of two (2) members of the municipalities. The clerks of the municipalities and the members of the Executive Committee shall be notified at least seven (7) days prior to any regular or special meetings. The Court Executive Committee shall keep a written record of its proceedings. Meeting records shall be kept in the Municipal Court office.
- D.** A majority of the members of the Court Executive Committee at a meeting shall constitute a quorum for all purposes.
- E.** In order for a motion to be adopted or for any recommendations to be made to the court or the Village of North Fond du Lac, a simple majority vote of all members of the committee at the meeting is required.
- F.** The Court Executive Committee may adopt rules, policies, and/or by-laws as it deems necessary.



This Agreement shall commence December 1, 2022. Any party may, with 180 days written notice and at the end of the judge's term, provide notice of termination of its participation in this Agreement. Notice of termination must be in writing and delivered by personal service or by certified mail, return receipt requested, to the clerk of the other municipalities and to the court.

Adopted this 13th day of September, 2022

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City of Markesan Mayor, Rich Slate

Attest: \_\_\_\_\_  
City of Markesan Clerk-Treasurer  
Elizabeth A Amend

**ORDINANCE #268**  
**AN ORDINANCE ESTABLISHING A MUNICIPAL COURT**  
**FOR THE**  
**CITIES OF FOND DU LAC AND RIPON, TOWNS OF AUBURN, CALUMET, EMPIRE, FOND DU LAC,**  
**FRIENDSHIP, OAKFIELD, OSCEOLA, RIPON AND TAYCHEEDAH IN FOND DU LAC COUNTY AND**  
**WILSON IN SHEBOYGAN COUNTY, THE VILLAGES OF BRANDON, CAMPBELLSPORT, FAIRWATER,**  
**NORTH FOND DU LAC, OAKFIELD AND ST. CLOUD IN FOND DU LAC COUNTY**  
**AND**  
**THE CITY OF BERLIN IN GREEN LAKE AND WAUSHARA COUNTIES, THE CITIES OF GREEN LAKE,**  
**MARKESAN AND PRINCETON IN GREEN LAKE COUNTY**

**SECTION I**

**1) Municipal Court Created**

*Court Established:* Pursuant to the authority granted by Chapter 755 of the Wisconsin Statutes, there is hereby created and established a joint municipal court to be designated Lakeside Municipal Court shall take effect and be in full force and effect from and after its passage by the municipalities that are party to the agreement and publication as required by law.

**2) Municipal Judge**

*Qualifications:* The joint court shall be under the jurisdiction of and presided over by a municipal judge who resides in one of the municipalities that is a party to the agreement forming this joint court.

*Oath and Bond:* The Judge shall, after election or appointment to fill a vacancy, take and file the official oath as prescribed in §757.02(1), Wis. Stats., and at the same time execute and file an official bond in the amount of \$1,000, or an appropriate insurance policy of not less than \$20,000 as prescribed in §66.0609(4), Wis. Stats. The judge shall not act until the oath and bond or appropriate insurance policy have been filed as required by §19.01(4)(c), Wis. Stats., and the requirements of §755.03(2), Wis. Stats., have been complied with.

*Salary:* The salary of the municipal judge shall be fixed by the Village Board of Village of North Fond du Lac which shall be in lieu of fees and costs. No salary shall be paid for any time during the term during which such Judge has not executed the official bond or appropriate insurance policy and/or official oath, as required by §755.03, Wis. Stats., and filed pursuant to §19.01(4)(c), Wis. Stats.

**3) Elections**

*Term:* The municipal judge shall be elected at large in the spring election for a term of four years commencing on May 1. All candidates for the position of municipal judge shall be nominated by nomination papers as provided in §8.10, Wis. Stats., and selection at a primary election if such is held as provided in §8.11, Wis. Stats. The Fond du Lac County Clerk shall serve as filing officer for the candidates.

*Electors:* Electors in all municipalities that are parties to the agreement shall vote for judge.

#### **4) Jurisdiction**

The municipal court shall have jurisdiction over incidents occurring on or after December 1, 2022 as provided in Article VII, §14 of the Wisconsin Constitution, §755.045 and §755.05, Wis. Stats., and as otherwise provided by State Law. In addition, it shall have exclusive jurisdiction over actions in the municipalities that are parties to the agreement seeking to impose forfeitures for violations of municipal ordinances, resolutions and by-laws.

The municipal judge may issue civil warrants to enforce matters under the jurisdiction of the municipal court under §755.045(2), §66.0119, Wis. Stats.

The municipal court has jurisdiction over juvenile offenders when a municipality that is party to the agreement enacts an ordinance under the authority of §938.17(2)(cm), Wis. Stats.

Court authority to impose alternative juvenile dispositions and sanctions.

- (1) For a juvenile adjudged to have violated an ordinance, a court is authorized to impose any of the dispositions listed in §938.343 and §938.344, Wis. Stats., in accordance with the provisions of those statutes.
- (2) For a juvenile adjudged to have violated an ordinance who violates a condition of a dispositional order of the court under §938.343 or §938.344, Wis. Stats., the municipal court is authorized to impose any of the sanctions listed in §938.355(6)(d), Wis. Stats., in accordance with the provisions of those statutes.

#### **5) Municipal Court**

*Hours:* Lakeside Municipal Court shall be open as determined by order of the Municipal Judge.

*Employees:* The Judge shall, in writing, appoint such an Administrator, clerks, deputy clerks and assistants as are authorized by the Village Board of North Fond du Lac.

*Location:* The Municipal Judge shall keep his/her office at a location provided by the Board of Trustees of the Village of North Fond du Lac and shall hold court at locations agreed to by members of Lakeside Municipal Court. The Municipal Judge may issue, process and perform ministerial functions any place in the State of Wisconsin.

#### **6) Collection of Forfeitures and Costs**

*Collection of Forfeitures and Costs:* The Municipal Judge may impose punishment and sentences as provided by Wis. Stats. Chapters 800 and 938 and as provided in ordinances of the municipalities that are parties to the agreement. All forfeitures, fees, assessments, surcharges and costs shall be paid to the treasurer of the Village of North Fond du Lac in accordance with State Statute. At such time, the Municipal Court shall report to the treasurer the title, nature of offense and total amount of judgments imposed in actions and proceedings in which such monies are collected.

#### **7) Contempt of Court**

*Contempt of Court:* The Municipal Judge, after affording an opportunity to the person accused to be heard in defense, may punish for contempt as provided in §800.12, Wis. Stats., and impose a forfeiture and/or a jail sentence in accordance with State Statute.

**8) Stipulations and/or Deposits**

*Deposits for Ordinance Violations:* The Municipal Judge shall establish and submit to the City Councils or Town or Village Boards of the member municipalities for approval in accordance with §800.037, Wis. Stats., a schedule of deposits for violations of each ordinance, resolutions and by-laws.

*Deposits for Traffic and Boating Violations:* The deposit schedule established by the Wisconsin Judicial Conference and the procedures set forth in Chapters 23 and 345, Wis. Stats., shall apply to stipulations and deposits for violations of traffic regulations enacted in accordance with §345.11, Wis. Stats., and boating regulations enacted in accordance with §30.77, Wis. Stats.

*Stipulations and Deposits in Lieu of Court Appearance:* Persons cited for violations of the member municipalities ordinances, resolutions or by-laws or violations of traffic or boating regulations for which a deposit has been established, shall be permitted to make a stipulation of no contest and a deposit in lieu of court appearance as provided in §800.035, Wis. Stats., §800.045, Wis. Stats., §800.09, Wis. Stats., unless personal appearance is required.

**9) Abolition**

The Municipal Court hereby established shall not be abolished while the §755.01(4), Wis. Stats., agreement is in effect.

**SECTION II**

All ordinances or parts of ordinances contravening or inconsistent with the provisions of this ordinance be and are hereby repealed.

This ordinance shall take effect December 1, 2022, and be in full force and effect from and after its passage by the municipalities that are party to the agreement and publication as required by law.

Passes, approved and adopted this 13<sup>th</sup> day of September, 2022.

ROLL CALL VOTE:

\_\_\_\_\_ AYES  
\_\_\_\_\_ NAYS  
\_\_\_\_\_ ABSENT

CITY OF MARKESAN MAYOR:

BY: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Attorney for City of Markesan  
Daniel Sondalle

\_\_\_\_\_  
City of Markesan Clerk-Treasurer  
Elizabeth A Amend

Application for Operator's License
to Serve Fermented Malt Beverages and Intoxicating Liquors

Date Rec'd 9-7-22
Recp# 24610
Date Apprv'd
Lic#

PLEASE PRINT CLEARLY

NAME (First - Middle - Last) SUSAN KATHRYN KELM Circle: Male (Female)

OTHER NAMES (maiden or nicknames; if none, so state) WEGNER BIRTHDATE

DRIVERS LICENSE # PHONE (best # to reach you)

ADDRESS Street Apt. No. City State Zip
MARKESAN WI 53946

New/Renewal (1-year) - \$20 pd cash Provisional - \$15

List the name of the alcohol beverage premises that will employ you: HORNETS NEST

ANSWER THE FOLLOWING QUESTIONS FULLY AND COMPLETELY:

All questions on this application must be answered completely and accurately before it can be processed. Failure to do so could result in a delay or rejection of the application.

- 1. If application is a renewal... where was previous license granted?
2. As required by Wisconsin Statutes... have you completed the alcohol beverage server course? YES X NO
3. Do you understand your responsibilities as an alcohol beverage license holder? YES X NO
4. Have you as an adult... ever been convicted of violating any law or ordinance regulating alcohol beverages? YES NO X
5. Have you ever been convicted of any of the following: (a) Operating a vehicle while under the influence... YES NO X
6. Have you ever been convicted of a felony? YES NO X
7. Do you have any criminal charges presently pending against you? YES NO X

\*\*If you answered 'Yes' to any of the questions 4-7, please explain (use back or additional sheets).

CERTIFICATION AND INFORMATION RELEASE

I hereby make application to the Common Council of the City of Markesan, Green Lake County, Wisconsin, for a License to serve Fermented Malt Beverages and Intoxicating Liquors in a place licensed by the City for the sale of alcohol beverages. I hereby certify that the information provided on this application is true and correct. I understand that failure to provide all required information shall be grounds for denial of my operator's license. I further understand that falsification of any information shall be grounds for denial or revocation of this license. I am aware of the Federal, State, and Local laws, ordinances and regulations governing the sale of alcohol beverages and agree to abide by those laws and regulations. I also understand that a background check based on my application will be done. I hereby authorize the release of any and all records requested by the City of Markesan in its review of my application.

SIGNATURE OF APPLICANT: Susan K. Kelm
Date 9/1/2022

SUBSCRIBED AND SWORN TO BEFORE ME
this 7th day of September 20 22
(Clerk/Notary Public)

WP OK

09-07-22