



VILLAGE OF TWIN LAKES

108 East Main Street P O Box 1024 Twin Lakes, Wisconsin 53181
Phone (262) 877-2858 Fax (262) 877-4019

VILLAGE BOARD MEETING Monday, November 15, 2021 – 6:30 p.m. Village Hall, 108 E. Main Street, Twin Lakes, WI

AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL: TRUSTEES ANDRES, BOWER, FITZGERALD, KAROW, KASKIN, KNOLL, PRESIDENT SKINNER
4. APPROVAL OF MINUTES: October 18, 2021 Regular Board Meeting, November 1, 2021 Special Board Meeting
5. APPROVAL OF VOUCHERS FOR PAYMENT: Corporate Checking (including General Fund, Sanitation, Capital Projects-E/M, Sewer Utility, Lake Rehab, Sewer Hook-Up, Sewer Replacement, and Tax Account): 34412-34464 (VOID: 34426), Payroll Related Checking and State/Federal Tax Wires: 18224-18235. Expenses – \$1,476,486.58.
6. PUBLIC COMMENTS AND QUESTIONS: The Village Board will receive comments on agenda items only.
7. OMNIBUS AGENDA
 - A. Motion to approve a request from Oak Meadow Subdivision to extend their sidewalk installation deadline.
 - B. Motion to approve Ordinance 2021-11-2 Pertaining to Stop Streets and Parking Limitations.
 - C. Motion to approve Ordinance 2021-11-1 Pertaining to Swimming Pools.
 - D. Motion to approve a 2-year lease extension with the Aquanuts for the Lance Park concession stand.
8. PRESIDENT AND TRUSTEE REPORTS
 - A. TRUSTEE SHARON BOWER - ADMINISTRATION, FINANCE, JUDICIARY, LICENSING
 1. Discussion and possible action regarding a quote from Stateline Surface Solutions for Police Department and Public Works floors.
 - B. TRUSTEE KEVIN FITZGERALD - STREETS & ROADS, EQUIPMENT, STREET LIGHTS, WEEDS, LAKE PLANNING AND PROTECTION
 1. Discussion and possible action regarding the 2022 road project.
 2. Consideration of a motion to approve Task Order #19 from Town and Country Engineering in an amount not to exceed \$35,000.

- C. TRUSTEE BILL KASKIN - CEMETERY, SANITATION, RECYCLING, SENIORS
- D. TRUSTEE AARON KAROW - BUILDING AND ZONING, PLAN COMMISSION, AND PUBLIC BUILDINGS
1. Consideration of a motion to approve Pay Application #6 from Scherrer Construction for \$397,629.00
 2. October 2021 Building Permits: 68; Valuation: \$354,128; Fees Collected: \$43,529.70.
- E. TRUSTEE JEREMY KNOLL - POLICE, FIRE, LAKE CONTROL, PARKS AND BEACHES
- F. TRUSTEE BARB ANDRES - SEWER, HEALTH AND ENVIRONMENT, YOUTH, LIBRARY
1. Consideration of a motion to approve Pay Request #4 from JJ Henderson for \$656,045.28.
 2. Consideration of a motion to approve Resolution R2021-11-1 Authorizing the Issuance and Sale of up to \$10,956,643 Taxable Sewerage System Revenue Bonds, Series 2021, and Providing for Other Details and Covenants with Respect Thereto.
 3. Consideration of a motion to approve a Financial Assistance Agreement with The State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.
- G. VILLAGE PRESIDENT HOWARD SKINNER
1. Consideration of a motion to approve a Special Event Permit from the Twin Lakes Chamber for Trees on Parade on December 3rd and December 4th.
 2. Consideration of a motion to approve appointing Jon Hackbarth to the Park Commission to fill a vacancy.
 3. BUDGET WORKSHOP: 2022 Proposed Budget Review.
9. CLOSED SESSION
Motion to go into closed session pursuant to Wis. §19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session regarding Police, Public Works and Sewer collective bargaining agreements expiring on December 31, 2021. [Roll Call Vote]
10. OPEN SESSION
Motion to return to open session pursuant to Wis. Stat. 19.85(2) and take action on any items discussion in closed session,

11. ADJOURN

MATTERS MAY BE TAKEN IN ORDER OTHER THAN LISTED

Requests from persons with disabilities, who need assistance to participate in this meeting or hearing, should be made to the Clerk Treasurer's office in advance so the appropriate accommodations can be made.

8.) A.) 1.



Stateline Surface Solutions, LLC
1133 Bonnie Brae Lane
Lake Geneva, WI 53147
(262) 248-1860 - Office
(262) 581-5836 – Cell
doug@statelinesurfacesolutions.com

Stateline Surface Solutions Proposal # QUO-6411-805

November 1, 2021

Village of Twin Lakes
c/o Stan Clause
800 Burlington Ave
Twin Lakes, WI 53181

Project Name: Police Department and DPW Floors

Scope of Work: Demo existing VCT and install a decorative flake floor system w/ cove base:

We will:

1. Cover/protect walls where necessary.
2. Remove existing VCT by mechanical means and dispose of in Twin Lakes provided dumpster/disposal.
3. Mechanically abrade/grind bare concrete floor to create a profile for the epoxy primer, including lower walls to prep for cove base.
4. Grind and repair any damaged areas and any open joints or imperfections with semi-rigid epoxy patch. Once dry, these areas will be ground smooth.
5. Install cove base at 4" height to transition into new flake floor.
6. Apply colored 100% solids epoxy primer coat at 8-12 mils dft. We will then broadcast decorative flake into the wet epoxy.
7. Once dry, we will scrape, sweep, and vacuum up any excess flake.
8. Apply clear 100% solids epoxy grout coat at 12-16 mils dft.
9. Once grout coat is dry, apply a clear polyaspartic topcoat at 4-6 mils dft.

Total Price (Labor and Materials):

PD Bathrooms – floor and cove base: -----	\$2,750.00
PD Kitchen – floor and cove base: -----	\$ 2,225.00
DPW Lunchroom and Office – floor and cove base: -----	\$5,540.00

Upon signed proposal and prior to job startup, we require a 50% deposit with the remaining balance due upon completion.

Owner accepts total price of \$ _____ and terms and conditions of this contract on _____, 20__

Owner's purchase order number assigned for this project is: _____.

Owner: _____

By: _____

(Contracting Authority)

Type or Print Name: _____

Phone Number: _____

Stateline Surface Solutions, LLC:

by: _____
Doug Skates, Owner

Initial here _____

8.)B.)1

Laura Roesslein

From: Gregory Droessler <gdroessler@tcengineers.net>
Sent: Wednesday, November 3, 2021 5:02 PM
To: roesslein@twinlakeswi.net
Cc: 'publicworks'
Subject: Esch and Willow estimates
Attachments: 2021-2025 street program.pdf; Esch and Willow Estimates.pdf; Esch Road.pdf; 2022 Street Resurfacing estimates.pdf

Hi Laura,

I put together some cost estimates for the road sections that were brought up at the meeting on Monday night. It's about another 3,900' of roadway to be done and would cost about \$245,000 for Esch and \$58,000 for Willow. To try and fit the budget you would have to drop half of Indian Point and all the other roads we discussed.

A few things to consider with this:

- Barry Road has about \$7,000 of LRIP grant funding tied to it that you may lose if you don't do it next year.
- Pawley Avenue and Thomas Court were selected in part because of the storm sewer improvements needed in that area.
- Esch Road and Willow are scored as a 5 and 6 for most of their length. We have a lot of miles that are rated as 4 and 5 that should be considered ahead of Willow for sure. All the other streets are 3 and 4 except for a portion of Pawley is a 5.
- I'd suggest looking at Esch, Willow, 400th Avenue, and maybe some of Pheasant or other roads in that area as the 2024 project. That would allow you to address the entire neighborhood at once similar to what we did a few years ago with Van Woods.
- I'd also suggest that we work on a 5 or 6 year plan so that we have the next 2-3 projects mapped out. We have a plan for Holy Hill Road, but only if we get grant funding for it for example.

Please give me a call tomorrow to discuss if you have any questions.

Thanks,

Greg

Gregory J. Droessler, P.E. – Vice President
gdroessler@tcengineers.net
Town and Country Engineering, Inc.
10505 Corporate Drive
Suite 105A
Pleasant Prairie, WI 53158
262.925.3210 (direct)
608.273.3350 (office)
262.620.2914 (cell)

8.B.1.

STREET IMPROVEMENTS COST ESTIMATE

CLIENT NAME:	Village of Twin Lakes
PROJECT NAME:	Esch Road
	CTH P to Park Lane
DATE OF ESTIMATE:	November 3, 2021

PHYSICAL ASSUMPTIONS:

Area of Street, Feet:	72,500
Area of Milling Required, Sq. Yd.	8,055
Asphalt Binder Course Thickness, Inches:	2.00
Asphalt Surface Course Thickness, Inches:	2.00
Manholes to Be Adjusted:	5
Asphalt Safety Factor:	1.1
Ares of Binder Replacement, %	100%

COST ASSUMPTIONS:

Asphalt Binder Course Cost, Per Ton:	\$80.00
Clean & Tack Cost, Per Sq. Yd.:	\$0.50
Asphalt Surface Course Cost, Per Ton:	\$80.00
Manhole Adjustment Cost, Each:	\$500.00
Erosion Control Allowance, Lump Sum:	\$1,000.00
Traffic Control Allowance, Lump Sum:	\$2,000.00
Pavement Milling Cost, Per Sq. Yd.:	\$3.00

CALCULATIONS:

Street Pavement Area, Square Yards:	8055.00
Asphalt Quantity, Lower Course, Ton	926.33
Asphalt Quantity, Surface Course, Ton	926.33

COST ESTIMATE:

Description:	Units	Unit Price	Estimated Cost
Mobilization, Bonds & Insurances	1 l.s.	\$10,100.00 l.s.	\$10,100
Pavement Milling	8,055 s.y.	\$3.00 /s.y.	\$24,165
Manhole Adjustments	5 ea.	\$2,000.00 /ea.	\$10,000
Asphalt Lower Course	926.33 tons	\$80.00 /ton	\$74,106
Clean & Tack	8,055 s.y.	\$0.50 /s.y.	\$4,028
Asphalt Surface Course	926.33 tons	\$80.00 /ton	\$74,106
Grading / Shaping Shoulders	6000 l.f.	\$2.00 l.f.	\$12,000
Erosion Control	1 l.s.	\$1,000.00 l.s.	\$1,000
Signing and Traffic Control	1 l.s.	\$2,000.00 l.s.	\$2,000
CONSTRUCTION SUBTOTAL			\$211,505
Engineering	@ 6%		\$12,690
Contingency	@ 10%		\$21,151
TOTAL			\$245,346

STREET IMPROVEMENTS COST ESTIMATE

CLIENT NAME:	Village of Twin Lakes
PROJECT NAME:	Willow Road Park Lane to Lake Shore Way
DATE OF ESTIMATE:	November 3, 2021

PHYSICAL ASSUMPTIONS:

Area of Street, Feet:	15,600
Area of Milling Required, Sq. Yd.	1,733
Asphalt Binder Course Thickness, Inches:	2.00
Asphalt Surface Course Thickness, Inches:	2.00
Manholes to Be Adjusted:	2
Asphalt Safety Factor:	1.1
Ares of Binder Replacement, %	100%

COST ASSUMPTIONS:

Asphalt Binder Course Cost, Per Ton:	\$80.00
Clean & Tack Cost, Per Sq. Yd.:	\$0.50
Asphalt Surface Course Cost, Per Ton:	\$80.00
Manhole Adjustment Cost, Each:	\$500.00
Erosion Control Allowance, Lump Sum:	\$1,000.00
Traffic Control Allowance, Lump Sum:	\$2,000.00
Pavement Milling Cost, Per Sq. Yd.:	\$3.00

CALCULATIONS:

Street Pavement Area, Square Yards:	1733.00
Asphalt Quantity, Lower Course, Ton	199.30
Asphalt Quantity, Surface Course, Ton	199.30

COST ESTIMATE:

Description:	Units	Unit Price	Estimated Cost
Mobilization, Bonds & Insurances	1 l.s.	\$2,400.00 l.s.	\$2,400
Pavement Milling	1,733 s.y.	\$3.00 /s.y.	\$5,199
Manhole Adjustments	2 ea.	\$2,000.00 /ea.	\$4,000
Asphalt Lower Course	199.30 tons	\$80.00 /ton	\$15,944
Clean & Tack	1,733 s.y.	\$0.50 /s.y.	\$867
Asphalt Surface Course	199.30 tons	\$80.00 /ton	\$15,944
Grading / Shaping Shoulders	1200 l.f.	\$2.00 l.f.	\$2,400
Erosion Control	1 l.s.	\$1,000.00 l.s.	\$1,000
Signing and Traffic Control	1 l.s.	\$2,000.00 l.s.	\$2,000
CONSTRUCTION SUBTOTAL			\$49,754
Engineering	@ 6%		\$2,985
Contingency	@ 10%		\$4,975
TOTAL			\$57,715

Village of Twin Lakes
 2022 Roadway Improvements
 Cost Summary

Street	Section	WISLR Rating	Width	Length	Cost	Notes
Indian Point	Bayview to CTH "O"	3	22'	1,400	\$90,001	Pulverize, shape, pave with 3.5"
Indian Point	East End to Rosebud	3	16'	1,450	\$69,291	Mill roadway, pave with 3.5"
Barry Road	Wilmot Avenue to CTH "EM"	3	24	425	\$25,566	Pulverize, shape, pave with 3.5"
Hunt Avenue	Burden Avenue to CTH EM	5	20'	845	\$45,513	Pulverize, shape, pave with 3.5"
Toms Avenue	Burden Avenue to CTH O	3	20'	1,320	\$72,666	Pulverize, shape, pave with 3.5"
Pawley Avenue, Thomas Court	Lance Drive to Richter Court	6	20'	1,125	\$63,170	Pulverize, shape, pave with 3.5"
Construction Total:				6,565	\$366,207	
Engineering				6%	\$21,972	
Contingency				10%	\$36,621	
Total					\$424,800	

- Notes:
- 1 Pawley Avenue: Approximately \$80,000 in storm sewer work is needed here as well. Cost not included in the roadway estimate.
 - 2 Barry Road: Significant storm sewer work is needed here, but the existing system is not well mapped. Possibly another \$80,000 to \$100,000.

STREET IMPROVEMENTS COST ESTIMATE

CLIENT NAME:	Village of Twin Lakes
PROJECT NAME:	Indian Point
	Bayview to CTH "O"
DATE OF ESTIMATE:	May 29, 2021

PHYSICAL ASSUMPTIONS:

Area of Street, Feet:	34,050
Area of Milling Required, Sq. Yd.	3,783
Asphalt Binder Course Thickness, Inches:	1.75
Asphalt Surface Course Thickness, Inches:	1.75
Manholes to Be Adjusted:	5
Asphalt Safety Factor:	1.1
Ares of Binder Replacement, %	100%

COST ASSUMPTIONS:

Asphalt Binder Course Cost, Per Ton:	\$80.00
Clean & Tack Cost, Per Sq. Yd.:	\$0.50
Asphalt Surface Course Cost, Per Ton:	\$80.00
Manhole Adjustment Cost, Each:	\$500.00
Erosion Control Allowance, Lump Sum:	\$1,000.00
Traffic Control Allowance, Lump Sum:	\$1,000.00
Pavement Milling Cost, Per Sq. Yd.:	\$3.00

CALCULATIONS:

Street Pavement Area, Square Yards:	3783.00
Asphalt Quantity, Lower Course, Ton	381.00
Asphalt Quantity, Surface Course, Ton	381.00

COST ESTIMATE:

Description:	Units	Unit Price	Estimated Cost
Mobilization, Bonds & Insurances	1 l.s.	\$4,300.00 l.s.	\$4,300
Pavement Milling	3783 s.y.	\$3.00 /s.y.	\$11,349
Manhole Adjustments	5 ea.	\$1,000.00 /ea.	\$5,000
Asphalt Lower Course	381 tons	\$80.00 /ton	\$30,480
Clean & Tack	3783 s.y.	\$0.50 /s.y.	\$1,892
Asphalt Surface Course	381 tons	\$80.00 /ton	\$30,480
Grading / Shaping Shoulders	2500 l.f.	\$2.00 l.f.	\$5,000
Erosion Control	1 l.s.	\$500.00 l.s.	\$500
Signing and Traffic Control	1 l.s.	\$1,000.00 l.s.	\$1,000
CONSTRUCTION SUBTOTAL			\$90,001
Engineering	@ 6%		\$5,400
Contingency	@ 10%		\$9,000
TOTAL			\$104,401

STREET IMPROVEMENTS COST ESTIMATE

CLIENT NAME:
PROJECT NAME:

Village of Twin Lakes
Indian Point
East End to Rosebud
May 28, 2021

DATE OF ESTIMATE:

PHYSICAL ASSUMPTIONS:

Area of Street, Feet:	24,100
Area of Milling Required, Sq. Yd.	2,678
Asphalt Binder Course Thickness, Inches:	1.75
Asphalt Surface Course Thickness, Inches:	1.75
Manholes to Be Adjusted:	7
Asphalt Safety Factor:	1.1
Area of Binder Replacement, %	100%

COST ASSUMPTIONS:

Asphalt Binder Course Cost, Per Ton:	\$80.00
Clean & Tack Cost, Per Sq. Yd.:	\$0.50
Asphalt Surface Course Cost, Per Ton:	\$80.00
Manhole Adjustment Cost, Each:	\$500.00
Erosion Control Allowance, Lump Sum:	\$500.00
Traffic Control Allowance, Lump Sum:	\$1,000.00
Pavement Milling Cost, Per Sq. Yd.:	\$4.00

CALCULATIONS:

Street Pavement Area, Square Yards:	2678.00
Asphalt Quantity, Lower Course, Ton	269
Asphalt Quantity, Surface Course, Ton	269

COST ESTIMATE:

Description:	Units	Unit Price	Estimated Cost
Mobilization, Bonds & Insurances	1 l.s.	\$3,300.00 l.s.	\$3,300
Pavement Milling	2678 s.y.	\$4.00 /s.y.	\$10,712
Manhole Adjustments	7 ea.	\$1,000.00 /ea.	\$7,000
Asphalt Lower Course	269 tons	\$80.00 /ton	\$21,520
Clean & Tack	2678 s.y.	\$0.50 /s.y.	\$1,339
Asphalt Surface Course	269 tons	\$80.00 /ton	\$21,520
Grading / Shaping Shoulders	1200 l.f.	\$2.00 l.f.	\$2,400
Erosion Control	1 l.s.	\$500.00 l.s.	\$500
Signing and Traffic Control	1 l.s.	\$1,000.00 l.s.	\$1,000
CONSTRUCTION SUBTOTAL			\$69,291
Engineering	@ 6%		\$4,157
Contingency	@ 10%		\$6,929.10
TOTAL			\$80,378

STREET IMPROVEMENTS COST ESTIMATE

CLIENT NAME:
PROJECT NAME:

Village of Twin Lakes
Barry Road
Wilmot Avenue to CTH "EM"
May 28, 2021

DATE OF ESTIMATE:

PHYSICAL ASSUMPTIONS:

Area of Street, Feet:	10,200
Area of Milling Required, Sq. Yd.	1,133
Asphalt Binder Course Thickness, Inches:	1.75
Asphalt Surface Course Thickness, Inches:	1.75
Manholes to Be Adjusted:	1
Asphalt Safety Factor:	1.1
Ares of Binder Replacement, %	100%

COST ASSUMPTIONS:

Asphalt Binder Course Cost, Per Ton:	\$80.00
Clean & Tack Cost, Per Sq. Yd.:	\$0.50
Asphalt Surface Course Cost, Per Ton:	\$80.00
Manhole Adjustment Cost, Each:	\$500.00
Erosion Control Allowance, Lump Sum:	\$500.00
Traffic Control Allowance, Lump Sum:	\$1,000.00
Pavement Milling Cost, Per Sq. Yd.:	\$3.00

CALCULATIONS:

Street Pavement Area, Square Yards:	1133.00
Asphalt Quantity, Lower Course, Ton	114.00
Asphalt Quantity, Surface Course, Ton	114.00

COST ESTIMATE:

Description:	Units	Unit Price	Estimated Cost
Mobilization, Bonds & Insurances	1 l.s.	\$1,200.00 l.s.	\$1,200
Pavement Milling	1133 s.y.	\$3.00 /s.y.	\$3,399
Manhole Adjustments	1 ea.	\$1,000.00 /ea.	\$1,000
Asphalt Lower Course	114 tons	\$75.00 /ton	\$8,550
Clean & Tack	1133 s.y.	\$0.50 /s.y.	\$567
Asphalt Surface Course	114 tons	\$75.00 /ton	\$8,550
Grading / Shaping Shoulders	400 l.f.	\$2.00 l.f.	\$800
Erosion Control	1 l.s.	\$500.00 l.s.	\$500
Signing and Traffic Control	1 l.s.	\$1,000.00 l.s.	\$1,000
CONSTRUCTION SUBTOTAL			\$25,566
Engineering	@ 6 %		\$1,534
Contingency	@ 10 %		\$2,557
TOTAL			\$29,657

STREET IMPROVEMENTS COST ESTIMATE

CLIENT NAME:
PROJECT NAME:

Village of Twin Lakes
Hunt Avenue
Burden Avenue to CTH EM
May 28, 2021

DATE OF ESTIMATE:

PHYSICAL ASSUMPTIONS:

Area of Street, Feet:	16,900
Area of Milling Required, Sq. Yd.	1,878
Asphalt Binder Course Thickness, Inches:	1.75
Asphalt Surface Course Thickness, Inches:	1.75
Manholes to Be Adjusted:	2
Asphalt Safety Factor:	1.1
Ares of Binder Replacement, %	100%

COST ASSUMPTIONS:

Asphalt Binder Course Cost, Per Ton:	\$80.00
Clean & Tack Cost, Per Sq. Yd.:	\$0.50
Asphalt Surface Course Cost, Per Ton:	\$80.00
Manhole Adjustment Cost, Each:	\$500.00
Erosion Control Allowance, Lump Sum:	\$500.00
Traffic Control Allowance, Lump Sum:	\$1,000.00
Pavement Milling Cost, Per Sq. Yd.:	\$3.00

CALCULATIONS:

Street Pavement Area, Square Yards:	1878
Asphalt Quantity, Lower Course, Ton	189
Asphalt Quantity, Surface Course, Ton	189

COST ESTIMATE:

Description:	Units	Unit Price	Estimated Cost
Mobilization, Bonds & Insurances	1 l.s.	\$2,200.00 l.s.	\$2,200
Pavement Milling	1878 s.y.	\$3.00 /s.y.	\$5,634
Manhole Adjustments	2 ea.	\$1,000.00 /ea.	\$2,000
Asphalt Lower Course	189 tons	\$80.00 /ton	\$15,120
Clean & Tack	1878 s.y.	\$0.50 /s.y.	\$939
Asphalt Surface Course	189 tons	\$80.00 /ton	\$15,120
Grading / Shaping Shoulders	1500 l.f.	\$2.00 l.f.	\$3,000
Erosion Control	1 l.s.	\$500.00 l.s.	\$500
Signing and Traffic Control	1 l.s.	\$1,000.00 l.s.	\$1,000
CONSTRUCTION SUBTOTAL			\$45,513
Engineering	@ 6%		\$2,731
Contingency	@ 10%		\$4,551
TOTAL			\$52,795

STREET IMPROVEMENTS COST ESTIMATE

CLIENT NAME:	Village of Twin Lakes
PROJECT NAME:	Toms Avenue
	Burden Avenue to CTH O
DATE OF ESTIMATE:	May 28, 2021

PHYSICAL ASSUMPTIONS:

Area of Street, Feet:	26,400
Area of Milling Required, Sq. Yd.	2,933
Asphalt Binder Course Thickness, Inches:	1.75
Asphalt Surface Course Thickness, Inches:	1.75
Manholes to Be Adjusted:	5
Asphalt Safety Factor:	1.1
Ares of Binder Replacement, %	100%

COST ASSUMPTIONS:

Asphalt Binder Course Cost, Per Ton:	\$80.00
Clean & Tack Cost, Per Sq. Yd.:	\$0.50
Asphalt Surface Course Cost, Per Ton:	\$80.00
Manhole Adjustment Cost, Each:	\$500.00
Erosion Control Allowance, Lump Sum:	\$500.00
Traffic Control Allowance, Lump Sum:	\$1,000.00
Pavement Milling Cost, Per Sq. Yd.:	\$3.00

CALCULATIONS:

Street Pavement Area, Square Yards:	2933.00
Asphalt Quantity, Lower Course, Ton	295
Asphalt Quantity, Surface Course, Ton	295

COST ESTIMATE:

Description:	Units	Unit Price	Estimated Cost
Mobilization, Bonds & Insurances	1 l.s.	\$3,500.00 l.s.	\$3,500
Pavement Milling	2933 s.y.	\$3.00 /s.y.	\$8,799
Manhole Adjustments	5 ea.	\$1,000.00 /ea.	\$5,000
Asphalt Lower Course	295 tons	\$80.00 /ton	\$23,600
Clean & Tack	2933 s.y.	\$0.50 /s.y.	\$1,467
Asphalt Surface Course	295 tons	\$80.00 /ton	\$23,600
Grading / Shaping Shoulders	2600 l.f.	\$2.00 l.f.	\$5,200
Erosion Control	1 l.s.	\$500.00 l.s.	\$500
Signing and Traffic Control	1 l.s.	\$1,000.00 l.s.	\$1,000
CONSTRUCTION SUBTOTAL			\$72,666
Engineering	@ 6 %		\$4,360
Contingency	@ 10 %		\$7,267
TOTAL			\$84,293

STREET IMPROVEMENTS COST ESTIMATE

CLIENT NAME:	Village of Twin Lakes
PROJECT NAME:	Pawley Avenue, Thomas Court Lance Drive to Richter Court
DATE OF ESTIMATE:	May 28, 2021

PHYSICAL ASSUMPTIONS:

Area of Street, Feet:	22,500
Area of Milling Required, Sq. Yd.	2,500
Asphalt Binder Course Thickness, Inches:	1.75
Asphalt Surface Course Thickness, Inches:	1.75
Manholes to Be Adjusted:	6
Asphalt Safety Factor:	1.1
Ares of Binder Replacement, %	100%

COST ASSUMPTIONS:

Asphalt Binder Course Cost, Per Ton:	\$80.00
Clean & Tack Cost, Per Sq. Yd.:	\$0.50
Asphalt Surface Course Cost, Per Ton:	\$80.00
Manhole Adjustment Cost, Each:	\$500.00
Erosion Control Allowance, Lump Sum:	\$500.00
Traffic Control Allowance, Lump Sum:	\$1,000.00
Pavement Milling Cost, Per Sq. Yd.:	\$3.00

CALCULATIONS:

Street Pavement Area, Square Yards:	2500.00
Asphalt Quantity, Lower Course, Ton	252.00
Asphalt Quantity, Surface Course, Ton	252.00

COST ESTIMATE:

Description:	Units	Unit Price	Estimated Cost
Mobilization, Bonds & Insurances	1 l.s.	\$3,000.00 l.s.	\$3,000
Pavement Milling	2500 s.y.	\$3.00 /s.y.	\$7,500
Manhole Adjustments	6 ea.	\$1,000.00 /ea.	\$6,000
Asphalt Lower Course	252 tons	\$80.00 /ton	\$20,160
Clean & Tack	2500 s.y.	\$0.50 /s.y.	\$1,250
Asphalt Surface Course	252 tons	\$80.00 /ton	\$20,160
Grading / Shaping Shoulders	1800 l.f.	\$2.00 l.f.	\$3,600
Erosion Control	1 l.s.	\$500.00 l.s.	\$500
Signing and Traffic Control	1 l.s.	\$1,000.00 l.s.	\$1,000
CONSTRUCTION SUBTOTAL			\$63,170
Engineering	@ 6 %		\$3,790
Contingency	@ 10 %		\$6,317
TOTAL			\$73,277

8.) B.) 2.

This is Task Order No. 19,
consisting of 3 pages. (TL 35)

Task Order – Standard Hourly Rates Basis

In accordance with Paragraph 1.01 of the Agreement Between the Village of Twin Lakes (Owner) and Town & Country Engineering, Inc. (Engineer) for Professional Services – Task Order Edition, dated October 22, 2015 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: October 25, 2021
- b. Specific Project (title): 2022 Street Reconstruction
- c. Specific Project (description): See Attachment A

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are described in Attachment A and the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:
 - Final Design Phase (Exhibit A, Paragraph A1.03)
 - Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

Those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, as attached to the Agreement referred to above, such Article and Exhibit being hereby incorporated by reference, subject to the following: None.

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A, as attached to the Agreement referred to above, or elsewhere, the parties shall meet the schedule set forth in Attachment A.

6. Payments to Engineer

- A. Owner shall pay Engineer for Basic Services set forth above, except for services of Engineer's Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.
 2. Engineer's Standard Hourly Rates Schedule is shown below.
 3. The total compensation for services under this Task Order is estimated not-to-exceed \$35,000.
- B. Compensation for Reimbursable Expenses
1. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth below.

Standard Hourly Rates and Reimbursable Expense Rates Schedule

Standard Hourly Rates and Reimbursable Expense Rates are set forth below. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

Schedule:

Principal/Senior Project Manager.....	\$145.00 per hour
Senior Project Engineer	\$125.00 per hour
Project Engineer II.....	\$115.00 per hour
Project Engineer I.....	\$110.00 per hour
Branch Office Engineer	\$105.00 per hour
Staff Engineer II.....	\$95.00 per hour
Staff Engineer I.....	\$85.00 per hour
Senior Engineering Technician.....	\$85.00 per hour
Engineering Technician II.....	\$75.00 per hour
Engineering Technician I.....	\$65.00 per hour
Resident Inspector II.....	\$80.00 per hour
Resident Inspector I.....	\$65.00 per hour
Grant Writer.....	\$70.00 per hour
Secretary II.....	\$55.00 per hour
Secretary I.....	\$50.00 per hour
Mileage	\$0.65 per mile
Total Station/GPS Survey Equipment	\$20.00 per hour of actual use
Computer used for CADD	\$15.00 per hour of actual use
Plotter	\$15.00 per plan page

7. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is October 25, 2021.

Owner:
Village of Twin Lakes

By: _____

Title: Village Administrator

Date Signed: _____

Address for giving notices:

108 East Main Street

Twin Lakes, WI 53181

Designated Representative (Paragraph 8.03.A):

Laura Roesslein

Title: Village Administrator

Phone Number: (262) 877-2858

Facsimile Number: _____

E-Mail Address: roesslein@twinlakeswi.net

Engineer:
Town & Country Engineering, Inc.

By: 

Title: Vice-President

Date Signed: 10/25/2021

Engineer License, Firm's Certificate No. 37471-006

State of: Wisconsin

Address for giving notices:

6264 Nesbitt Road

Madison, WI 53719

Designated Representative (Paragraph 8.03.A):

Gregory J. Droessler, P.E.

Title: Project Manager

Phone Number: (608) 273-3350

Facsimile Number: _____

E-Mail Address: gdroessler@tcengineers.net

ATTACHMENT A

MEMORANDUM

Date: October 25, 2021
To: Laura Roesslein – Village of Twin Lakes
From: Greg Droessler, P.E.
Subject: Village of Twin Lake – 2022 Street Reconstruction

Project Scope and Understanding

The project includes roadway improvements to approximately 6,600 lineal feet (1.2 mile) of local streets within the Village, as well as the addition of storm sewer in Pawley Avenue and Thomas Court. The project will be funded by local funds from the Village, without any grant or loan funding is anticipated. The streets to be resurfaced were identified based on the WISLR ratings for the streets, along with input from the Public Works staff and administration.

The project will include the pulverizing and/or milling and reconstruction of the streets and minor drainage improvements within the roadway right-of-way (ditch regrading & culvert replacement) to address issues in each area, as well as the addition of approximately 1,200' of new storm sewer along Pawley and Thomas Court. The project budget is estimated at \$425,000 for the paving, and an additional \$100,000 for the storm sewer upgrades.

The following roadways are to be included in the project:

Pavement Rating	Street	Section	Approximate Length
3	Indian Point	Bayview to CTH "O"	1,400'
3	Indian Point	East End to Rosebud	1,450'
3	Barry Road	Wilmot Ave. to CTH "EM"	425'
5	Hunt Avenue	Burden Ave. to CTH "EM"	845'
3	Toms Avenue	Burden Ave. to CTH "O"	1,320'
5	Thomas Court	Pawley to Termini	211'
6	Pawley Avenue	Lance Drive to Richter Court	914'

In addition to the Street Department work, the Sewer Department needs to replace the driveway and other pavement at the wastewater treatment facility, as well as a number of driveways at the lift stations. The driveways at the following lift stations are slated for replacement: #4, #5, #6, #8, #9, and #10. Per the Facilities Plan, the estimated cost of these repairs is approximately \$200,000.

In an effort to save money on this project, the intent is to bid the paving work on the roadways, lift stations, and wastewater treatment facility as a single project. The storm sewer work may be bid as a separate project, but this will be determined upon further discussion with contractors and Village staff once the storm sewer scope is finalized. The bid forms will be used to determine which costs should be allocated to the Public Works, Sewer, and Lake District.

TOWN & COUNTRY ENGINEERING, INC.

Madison ♦ Rhinelander ♦ Kenosha
6264 Nesbitt Road • Madison, WI 53719 • (608) 273-3350 • tce@tcengineers.net

1. Design Phase

Work under this phase includes:

- a. Schedule a project kick-off meeting with the Village staff to discuss the project objectives, schedule, and phasing.
- b. Contact the utility companies to secure maps of all known utilities in the project areas.
- c. Perform a topographic survey of the project sites as required to complete the contract drawings for the project. The topographic survey will include all aboveground features within and adjacent to the roadways, as well as local drainage.
- d. Assist the Village in obtaining the services of a geotechnical engineering consultant to perform geotechnical investigations at each of the roadways. It is understood that the Village Public Works Department may elect to pot-hole the roadways in lieu of hiring a geotechnical firm to confirm the soil conditions and existing pavement cross section composition.
- e. Prepare preliminary drawings or maps and specifications for the proposed roadway improvements. The drawings will be based on the topographic survey of the various sites, and will identify the limits of work, existing and proposed grades, and typical sections for each roadway to outline the scope of work on each roadway.
- f. Prepare a construction cost estimate at 90% completion. Submit the preliminary cost estimate, along with the 90% complete plans and specifications, to the Village for review.
- g. Assist the Village in obtaining DNR, and other permits as required for the project.
- h. Finalize the plans and specifications based on Village and regulatory agency comments. Deliver three (3) copies of the Final Plans and Specifications to the Village for their use.

2. Procurement and Bidding Phase

Work under this phase includes:

- a. Prepare the final documents for Bidding. The bid ad will be sent to the Village electronically for publishing. Bidding documents will be distributed electronically via the Town and Country Engineering website and QuestCDN.com.
- b. Provide technical clarification to questions during the bid period.
- c. Attend the bid opening. Review the bids, prepare a bid tabulation, and provide the Village with a recommendation for award to bid.
- d. Prepare contracts for the execution by the Village and selected contractor.

TOWN & COUNTRY ENGINEERING, INC.

Owner Responsibilities

The Village will be expected to provide Town & Country Engineering with utility maps and soil information for the project area. The Village will also be responsible for review of the preliminary documents.

Items Not Included in the Above Scope

The following items have not been included in the scope of work. These items may or may not be required or needed for the project. If needed, Town and Country Engineering can provide assistance with these items, along with an estimate of anticipated costs before proceeding.

- Costs for bid advertisements.
- Our scope of work does not include geotechnical services.
- Our scope of work does not include construction engineering services.

Engineering Costs

The design, preparation of bidding documents, and bidding for the roadway improvements is estimated Not to Exceed \$35,000. Costs will be invoiced on a Time and Material basis based on the Standard Agreement.

GJD

J:\JOB#SITwin Lakes\TL-00-00\O&E\Task Base Contract\Task Order No. 19 (TL 35) 2022 Roadways\Attachment A.docx

TOWN & COUNTRY ENGINEERING, INC.

Madison ♦ Rhinelander ♦ Kenosha
6264 Nesbitt Road • Madison, WI 53719 • (608) 273-3350 • tce@tcengineers.net

8.)D.)1.

The logo for Kueny Architects, L.L.C. is a horizontal orange-to-white gradient bar with a thin black border. The text "KUENY ARCHITECTS, L.L.C." is centered in black, uppercase letters. On the right side of the bar, there is a stylized orange arrow pointing upwards and to the right.

KUENY ARCHITECTS, L.L.C.

Date: 10/06/2021
To: Village of Twin Lakes
From: Kueny Architects, LLC
Subject: Application for Payment
Project: Village of Twin Lakes - New Village Hall

Dear Laura

Enclosed find application for payment number Six (6) in the approved amount of \$397,629.00 along with waiver of lien release from Scherrer Construction for the New Village Hall project.

Please review, if this meets your approval forward to Scherrer Construction along with their payment.

If there are any questions, please contact our office.

Sincerely,

Jon P. Wallenkamp, AIA, ALA

TO: Village of Twin Lakes
 108 E Main Street
 Twin Lakes, WI 53181

PROJECT: Twin Lakes New Village Ha

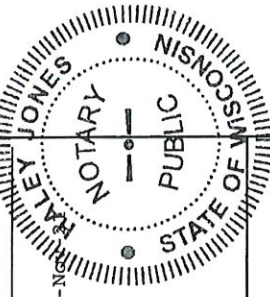
APPLICATION NUMBER: 6
 PERIOD TO: 10-31-2021

FROM: SCHERRER CONST. CO., INC. ARCHITECT: Kueny Architects, LLC
 P.O. BOX 740 10505 Corporate Drive
 601 BLACKHAWK DRIVE Suite 100
 BURLINGTON, WI 53105 Pleasant Prairie, WI 53115

INVOICE NUMBER: 5762
 CONTRACT DATE: 07/14/2020

CHANGE ORDER SUMMARY:	
Change Orders approved ADDITIONS	DEDUCTIONS
in previous months by Owner... TOTAL--->	0 0
Approved This Month	
Number Date Approved	
TOTALS	0 0
NET CHANGE BY CHANGE ORDERS	0

APPLICATION FOR PAYMENT SUMMARY:	
ORIGINAL CONTRACT SUM.....	\$2,900,486.00
NET CHANGE BY CHANGE ORDERS.....	\$0.00
CONTRACT SUM TO DATE.....	\$2,900,486.00
TOTAL COMPLETED & STORED TO DATE.....	\$2,365,463.00
TOTAL RETAINAGE.....	\$72,512.15
TOTAL EARNED LESS RETAINAGE.....	\$2,292,950.85
LESS PREVIOUS APPLICATIONS FOR PAYMENT	\$1,895,321.85
CURRENT PAYMENT DUE.....	\$397,629.00



Notary Public: Haley Jones
 My Commission expires December 31st, 2021

Reviewed by Architect: Jon P. Wallenkamp
 Date: 11-9-21

SCHERRER CONSTRUCTION CO., INC.

By: Mary Kuzniowski
 Project Manager
 Date: 08-Nov-21

****PAYMENT DUE 1 November 30th, 2021 THANK YOU****

ITEM NO.	DESCRIPTION OF WORK	CURRENT SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED & STORED	BALANCE TO FINISH
			PREVIOUS PERIOD	THIS PERIOD			
38		0	0	0.00	0	0	0%
39		0	0	0.00	0	0	0%
40		0	0	0.00	0	0	0%
41		0	0	0.00	0	0	0%
42		0	0	0.00	0	0	0%
43		0	0	0.00	0	0	0%
44		0	0	0.00	0	0	0%
45		0	0	0.00	0	0	0%
46		0	0	0.00	0	0	0%
47		0	0	0.00	0	0	0%
48		0	0	0.00	0	0	0%
49		0	0	0.00	0	0	0%
50		0	0	0.00	0	0	0%
51		0	0	0.00	0	0	0%
52		0	0	0.00	0	0	0%
53		0	0	0.00	0	0	0%
54		0	0	0.00	0	0	0%
55		0	0	0.00	0	0	0%
56		0	0	0.00	0	0	0%
57		0	0	0.00	0	0	0%
58		0	0	0.00	0	0	0%
59		0	0	0.00	0	0	0%
60		0	0	0.00	0	0	0%
61		0	0	0.00	0	0	0%
62		0	0	0.00	0	0	0%
63		0	0	0.00	0	0	0%
64		0	0	0.00	0	0	0%
65		0	0	0.00	0	0	0%
66		0	0	0.00	0	0	0%
67		0	0	0.00	0	0	0%
68		0	0	0.00	0	0	0%
69		0	0	0.00	0	0	0%
70		0	0	0.00	0	0	0%
71		0	0	0.00	0	0	0%
72		0	0	0.00	0	0	0%
73		0	0	0.00	0	0	0%
74		0	0	0.00	0	0	0%
75		0	0	0.00	0	0	0%
76		0	0	0.00	0	0	0%
77		0	0	0.00	0	0	0%
		2,900,486	1,967,834	397,629.00	0	2,365,463	82%
					0	535,023	0

Waiver of Construction Lien, Payment
Bond and Lien on Funds



November 8th 2021

For good and valuable consideration, the undersigned hereby irrevocably and unconditionally waives and releases any and all (a) rights and claims for a construction or other lien on land and buildings being constructed, altered, erected or repaired and to the appurtenances thereunto, (b) rights and claims on any payment bond(s) furnished in conjunction with said construction, alteration, erection or repair, and (c) rights and claims for lien on money, bonds, or warrants due or to become due to the prime contractor therefor. The property covered by this waiver is owned by Village of Twin Lakes

(owner), is located at E Main Street; Twin Lakes, WI 53181
in the County of Kenosha Wisconsin is described as

New Village Hall for Twin Lakes
and this waiver pertains to a portion of the work to be performed by Scherrer Construction Co., Inc.
(prime contractor).

This waiver covers all labor, material and supplies for construction alteration, erection, and repairs furnished by the undersigned under a contract with Village of Twin Lakes
through the dated of this waver in Partial: \$397,629.00

Company Name Scherrer Construction Co., Inc.
By 
Its Project Manager

Subcontract Waiver Form
Wisconsin Chapter, AGC

8.)F.)1.



November 9, 2021

Ms. Laura Roesslein
Village Administrator
Village of Twin Lakes
108 E. Main Street
Twin Lakes, WI 53181

Subject: Village of Twin Lakes – 2021 Wastewater Upgrades Project – Pay Request #4


Dear Laura:

The 2021 Wastewater Upgrades at the Village’s wastewater treatment facility and lift stations was awarded to Joseph J. Henderson & Sons, Inc. (JJH) in May, 2021. This month the contractor completed the excavation for the new sludge processing building, and the new driveway being added at the site. Work also included the relocation of gas and telephone utilities, as well as the initial work to install the new site electrical conduits between the buildings. Concrete work at the site included the installation of the rebar and concrete for the base slab and approximately 50% of the new storage tank, as well as forming and pouring the base slab of the new sludge processing building.

Town and Country Engineering has reviewed Invoice #15967 (Pay Request #4) in the amount of **\$656,045.28** and recommends payment by the Village. This payment reflects the payment terms of the signed agreement, including retainage of 5% of the completed work amount. Construction of this project is anticipated to continue for the next 13 months, and to be complete late next year. Invoices for the remaining portion of this project will continue on a monthly basis.

If you have any questions or concerns regarding this recommendation, please feel free to contact me at 262.925.3210, or at gdroessler@tcengineers.net.

Sincerely,
TOWN & COUNTRY ENGINEERING, INC.


Gregory J. Droessler, P.E.
Vice-President

JOSEPH J. HENDERSON & SON, INC.

4288 Old Grand Avenue
 Gurnee, IL 60031
 847/244-3222
 847/244-9572 FAX

LETTER OF TRANSMITTAL

TO: Town & Country Engineering, Inc.
10505 Corporate Drive, Suite 105A
Pleasant Prairie, WI 53158

Date :	11/8/2021	Job No :	1396-00
Attention :	Gregory Droessler		
Re :	2021 Wastewater Upgrades WWTF & Lift Station		
	901 Gatewood Drive		
	Twin Lakes, WI 53181		

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

Shop Drawings Prints Plans Samples Specifications

Copy of Letter Change Order _____

COPIES	DATE	NO.	DESCRIPTION
3	10/31/2021	15967	JJH Invoice in the amount of \$656,045.28
3	10/31/2021	4	G702 and G703
3	10/31/2021	4	Sworn Statement
3	10/31/2021	4	Progress Estimate - Unit Price Work
3	10/31/2021	4	JJH Partial Waiver of Lien

THESE ARE TRANSMITTED as checked below:

For approval Approved as submitted Resubmit _____ copies for approval

For your use Approved as noted Submit _____ copies for distribution

As requested Returned for corrections Return _____ corrected prints

For review and comment _____

FOR BIDS DUE _____ 20 _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS: _____

COPY TO: _____

SIGNED: Christine Tate, Project Accountant

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



Joseph J. Henderson & Son, Inc.

4288 Old Grand Avenue
Gurnee, IL 60031
(847) 244-3222

INVOICE

15967

Village of Twin Lakes
108 East Main Street
Twin Lakes, WI 53181

Date: October 31, 2021
Job: 1396-00
Customer: 10-TWINL

2021 Wastewater Upgrades WWTF & Lift Station
901 Gatewood Drive
Twin Lakes, WI 53181

Original Contract	\$11,828,000.00
Approved Change Order	\$0.00
Current Contract	<u>\$11,828,000.00</u>
Work Completed to Date	\$1,246,673.77
Less Retentions	\$62,333.68
Net Completed to Date	<u>\$1,184,340.09</u>
Less Net Previously Billed	\$528,294.81
Net Due This Invoice	\$656,045.28
Balance to Complete	\$10,643,659.91

AMOUNT NOW DUE

\$656,045.28

THANK YOU FOR YOUR BUSINESS !

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO (OWNER): Village of Twin Lakes
108 East Main Street
Twin Lakes, WI 53181

PROJECT: 2021 Wastewater Upgrades WWTF & Lift St APPLICATION NO: 4

PERIOD TO: 31-Oct-21

Distribution to:
OWNER
ARCHITECT
CONTRACT

FROM: Joseph J. Henderson & Son, Inc.
(CONTRACTOR) 4288 Old Grand Avenue
Gurnee, IL 60031

VIA (ARCHITECT): Town & Country Engineering, Inc.
2912 Marketplace Drive, Unit 102
Madison, WI 53719

JH PROJECT NO: 1396-00
CONTRACT DATE: 6/1/2021

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by owner			
TOTAL			
Approved this Month			
Number	Date Approved		
SEE SCHEDULE ATTACHED ON FORM G703			
TOTALS			\$0

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703 is attached

1. ORIGINAL CONTRACT SUM..... \$11,828,000.00
 2. Net change by Change Orders..... \$0.00
 3. CONTRACT SUM TO DATE (Line 1 +/- 2)..... \$11,828,000.00
 4. TOTAL COMPLETED & STORED TO DATE..... \$1,246,673.77
 (Column G on G703)

5. RETAINAGE: \$62,333.68
 a. 5% of Contract Work.....
 (Column D+E on G703)
 b. 10% of Stored Material.....
 (Column F on G703)

Total Retainage (line 5a+5b or Total in Column I of G703)..... \$62,333.68
 6. TOTAL EARNED LESS RETAINAGE..... \$1,184,340.09
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)..... \$528,294.81
 8. CURRENT PAYMENT DUE..... \$656,045.28
 9. BALANCE TO FINISH, PLUS RETAINAGE..... \$10,643,659.91
 (Line 3 less Line 6)

CONTRACTOR: JOSEPH J. HENDERSON & SON, INC.

By: *William Marshall*
 William Marshall, Director of Operations

Date: 10-31-2021

State of: Illinois County of: Lake
 Subscribed and sworn to before me this 31st day of October
 Notary Public: *Christine A Tate*
 My Commission expires: November 5, 2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$
 (Attach explanation if amount certified differs from the amount applied for.)
 ARCHITECT:

BY: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 APPLICATION AND CERTIFICATE FOR PAYMENT MAY 1983 EDITION AIA THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON D.C. 20006

G702-1983

AIA DOCUMENT G703

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 4

APPLICATION DATE: 10/29/2021

PERIOD TO: 10/31/2021

JJH PROJECT NO.: 1396-00

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED & STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE 5% of Total Contract
			FROM PREVIOUS APPLICATION (D + E)	FROM PREVIOUS APPLICATION (D + E)					
1	General Conditions	\$87,101.00	\$87,101.00	\$0.00	\$0.00	\$0.00	\$87,101.00	\$0.00	\$4,355.05
2	Bonds and Insurance	\$39,400.00	\$2,500.00	\$2,000.00	\$0.00	\$0.00	\$4,500.00	\$34,900.00	\$225.00
3	Job Site Cleanup	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$1,000.00
4	Preconstruction Project Management	\$115,000.00	\$16,000.00	\$8,000.00	\$0.00	\$0.00	\$24,000.00	\$91,000.00	\$1,200.00
5	Supervision	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$0.00
6	Non Owner Testing	\$23,900.00	\$1,750.00	\$1,000.00	\$0.00	\$0.00	\$2,750.00	\$21,150.00	\$137.50
7	Safety	\$18,000.00	\$7,000.00	\$1,900.00	\$0.00	\$0.00	\$8,900.00	\$9,100.00	\$445.00
8	Site Layout	\$8,520.00	\$8,520.00	\$0.00	\$0.00	\$0.00	\$8,520.00	\$0.00	\$426.00
9	Submittal Exchange	\$11,400.00	\$950.00	\$350.00	\$0.00	\$0.00	\$1,300.00	\$10,100.00	\$65.00
10	Gas and Diesel Fuel	\$17,580.00	\$2,800.00	\$500.00	\$0.00	\$0.00	\$3,300.00	\$14,280.00	\$165.00
11	Job Trailers and Job Office Expense	\$11,400.00	\$1,140.00	\$450.00	\$0.00	\$0.00	\$1,590.00	\$9,810.00	\$79.50
12	Lull and Skid Steer	\$13,600.00	\$1,360.00	\$600.00	\$0.00	\$0.00	\$1,960.00	\$11,640.00	\$98.00
13	Job Pickup Trucks	\$4,590.00	\$458.00	\$150.00	\$0.00	\$0.00	\$608.00	\$3,982.00	\$30.40
14	Job Communications Equipment	\$5,000.00	\$400.00	\$150.00	\$0.00	\$0.00	\$550.00	\$4,450.00	\$27.50
15	Temporary Utilities	\$5,100.00	\$300.00	\$250.00	\$0.00	\$0.00	\$550.00	\$4,550.00	\$27.50
16	Temporary Toilets	\$16,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,300.00	\$0.00
17	Winter Conditions	\$270,500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	Unit Price Allowance	\$48,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,000.00	\$0.00
19	Structural Excavation	\$31,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,500.00	\$0.00
20	Trench Excavation	\$78,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$78,000.00	\$0.00
21	Structural Fill	\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,000.00	\$0.00
22	Reinforced Concrete	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,000.00	\$0.00
23	Crushed Aggregate Base Course	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00
24	Geotextile Fabric	\$5,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,500.00	\$0.00
25	Concrete Sidewalk	\$12,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,500.00	\$0.00
26	Masonry Tuck Pointing	\$207,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$207,000	\$0.00
27	Allowance	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00	\$0.00
28	Soils Testing	\$12,000.00	\$7,955.52	\$0.00	\$0.00	\$0.00	\$7,955.52	\$4,044.48	\$397.78
29	Electric Utility	\$4,000.00	\$2,787.24	\$0.00	\$0.00	\$0.00	\$2,787.24	\$1,212.76	\$139.35
30	Gas Utility	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00
31	Tank Cleaning/Solids Disposal	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00
32	Office Equipment	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00

AIA DOCUMENT G703

CONTINUATION SHEET

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APPLICATION NUMBER: 4
 APPLICATION DATE: 10/29/2021
 PERIOD TO: 10/31/2021
 JH PROJECT NO.: 1396-00

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)		E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED & STORED TO DATE (D+E+F)	% (G/C)	H BALANCE TO FINISH (C - G)	I RETAINAGE 5% of Total Contract
30	Lab Equipment	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$30,000.00	\$0.00	
31	Polymer Tote Storage Equipment	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,000.00	\$0.00	
33	Shop Equipment	\$13,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,000.00	\$0.00	
34	Metal Shelter (UV Disinfection Tank Cover)	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,000.00	\$0.00	
35	SCADA Computer Equipment	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,000.00	\$0.00	
36	Pre-Negotiated Equipment Allowance	\$518,379								
37	Screen - Envirocare	\$95,329.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$95,329.00	\$0.00	
38	Install	\$20,306.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,306.00	\$0.00	
39	Biological Treatment Equipment	\$330,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$330,600.00	\$0.00	
40	Install	\$106,853.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$106,853.00	\$0.00	
41	Sludge Thickener - Huber Tech	\$92,450.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$92,450.00	\$0.00	
42	Install	\$13,778.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,778.00	\$0.00	
43	Demolition	\$116,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$116,000.00	\$0.00	
44	By-Pass Pumping	\$54,590.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$54,590.00	\$0.00	
44	Excavation - DK Contractors	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$500.00	
a	Clear & Grub - Complete	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$500.00	
b	Erosion Control	\$10,000.00	\$3,333.00	\$0.00	\$0.00	\$0.00	33.33%	\$6,667.00	\$166.65	
c	Temporary Entrances	\$13,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,200.00	\$220.00	
d	Staging Area	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00	
e	Asphalt Removals	\$5,000.00	\$2,500.00	\$0.00	\$0.00	\$0.00	50.00%	\$2,500.00	\$125.00	
f	Site Concrete Removals	\$64,000.00	\$59,000.00	\$0.00	\$0.00	\$0.00	92.19%	\$5,000.00	\$2,950.00	
g	Building Demolition	\$12,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	50.00%	\$1,000.00	\$50.00	
h	Misc. Removals	\$86,000.00	\$3,840.00	\$0.00	\$0.00	\$0.00	32.00%	\$8,160.00	\$192.00	
i	Topsoil Removals	\$18,000.00	\$21,500.00	\$0.00	\$0.00	\$0.00	25.00%	\$64,500.00	\$1,075.00	
j	Site Excavation	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$30,000.00	\$135.00	
k	Sub-grading Building Site	\$34,875.00	\$34,875.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$900.00	
l	Foundation Excavation	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$30,000.00	\$1,743.75	
m	Rammed Aggregate Piers Spoils	\$34,875.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$34,875.00	\$0.00	
n	Foundation Backfill-Granular	\$58,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$58,000.00	\$0.00	
o	Slab on Grade Subbase	\$17,000.00	\$23,200.00	\$0.00	\$0.00	\$0.00	40.00%	\$34,800.00	\$1,160.00	
p	Topsoil Respread	\$17,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,000.00	\$0.00	

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APPLICATION NUMBER: 4

APPLICATION DATE: 10/29/2021

PERIOD TO: 10/31/2021

JJH PROJECT NO.: 1396-00

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED & STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE 5% of Total Contract
			FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD		% (G/C)				
45	Stone Under Exterior Concrete	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,000.00	0.00%	\$0.00
46	Stone Base for Asphalt Rds. & Parking Bldg.	\$93,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$93,000.00	0.00%	\$0.00
47	Mobilization	\$6,000.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00	\$4,800.00	20.00%	\$60.00
48	Supervision	\$14,100.00	\$2,820.00	\$0.00	\$0.00	\$0.00	\$2,820.00	\$11,280.00	20.00%	\$141.00
49	Excavation - JJH	\$130,662.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$127,662.00	2.30%	\$150.00
50	Seeding	\$21,015.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,015.00	0.00%	\$0.00
51	Aggregate Piers	\$193,500.00	\$140,000.00	\$0.00	\$0.00	\$0.00	\$140,000.00	\$53,500.00	72.35%	\$7,000.00
52	Chain Link Fence	\$52,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,000.00	0.00%	\$0.00
53	Concrete	\$605,000.00	\$20,000.00	\$405,000.00	\$0.00	\$0.00	\$425,000.00	\$380,000.00	52.80%	\$21,250.00
54	Rebar Furnish	\$90,120.00	\$37,428.89	\$44,000.00	\$0.00	\$0.00	\$81,428.89	\$8,691.11	90.36%	\$4,071.44
55	Rebar Install	\$88,098.00	\$21,487.60	\$22,783.84	\$0.00	\$0.00	\$44,271.44	\$43,827.56	50.25%	\$2,213.57
56	Precast Concrete	\$14,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,950.00	0.00%	\$0.00
57	Masonry	\$95,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$95,200.00	0.00%	\$0.00
58	Structural Steel	\$109,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$109,250.00	0.00%	\$0.00
59	Steel Erection	\$57,701.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,701.00	0.00%	\$0.00
60	Framing	\$382,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$382,000.00	0.00%	\$0.00
61	Trusses	\$24,835.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,835.00	0.00%	\$0.00
62	Waterproofing	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00	0.00%	\$0.00
63	Roofing	\$164,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$164,700.00	0.00%	\$0.00

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APPLICATION NUMBER: 4

APPLICATION DATE: 10/29/2021

PERIOD TO: 10/31/2021

J.H. PROJECT NO.: 1396-00

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED & STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE 5% of Total Contract
			FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD					
60	Caulking	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
61	Hollow Metal	\$64,290.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,290.00	0.00%	\$0.00
62	Floor Hatches	\$2,940.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,940.00	0.00%	\$0.00
63	Overhead Doors	\$17,530.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,530.00	0.00%	\$0.00
64	Wood Windows	\$3,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,200.00	0.00%	\$0.00
65	Glass & Glazing	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0.00%	\$0.00
66	Resilient Flooring	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0.00%	\$0.00
67	Painting Mobilize \$686,420.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0.00%	\$0.00
	Sir 10 Raw Sewage Pump Station	\$2,660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,660.00	0.00%	\$0.00
	Sir 20 Ex Screen Bldg.	\$1,470.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,470.00	0.00%	\$0.00
	Sir 30 Ex Aeration Tanks Elec Bldg.	\$20,954.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,954.00	0.00%	\$0.00
	Sir 35 New Aeration Tanks Elec Bldg.	\$2,451.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,451.00	0.00%	\$0.00
	Sir 40 Secondary Clarifier 1	\$94,323.00	\$0.00	\$0.00	\$0.00	\$0.00	\$94,323.00	0.00%	\$0.00
	Sir 45 Secondary Clarifier 2	\$57,123.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,123.00	0.00%	\$0.00
	Sir 50 Ex Service Bldg.	\$35,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,200.00	0.00%	\$0.00
	Sir 55 Ex Lab and Chem Bldg.	\$188,225.00	\$0.00	\$0.00	\$0.00	\$0.00	\$188,225.00	0.00%	\$0.00
	Sir 70 Ex UV Dis	\$31,156.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,156.00	0.00%	\$0.00
	Sir 75 Sludge Thickening Bldg.	\$2,114.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,114.00	0.00%	\$0.00
	Sir 81 New Sludge Storage 1	\$27,163.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,163.00	0.00%	\$0.00
	Sir 85 Ex Sludge Storage 2	\$26,731.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,731.00	0.00%	\$0.00
	Sir 90 Ex Control Bldg. and Garage	\$2,563.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,563.00	0.00%	\$0.00
	Sir 92 New Garage #1	\$11,903.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,903.00	0.00%	\$0.00
	LS1	\$4,399.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,399.00	0.00%	\$0.00
	LS2	\$12,679.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,679.00	0.00%	\$0.00
	LS4	\$8,280.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,280.00	0.00%	\$0.00
	LS6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00

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APPLICATION DATE: 10/29/2021

PERIOD TO: 10/31/2021

JH PROJECT NO.: 1396-00

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	E		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED & STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE 5% of Total Contract
			D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
LS7		\$16,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,560.00	\$0.00
LS8		\$15,266.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,266.00	\$0.00
LS9		\$13,196.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,196.00	\$0.00
LS10		\$12,679.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,679.00	\$0.00
66	Specialties, Metal Lockers, Fire Ext, Toilet & Bath Access	\$2,735.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,735.00	\$0.00
69	Rotary Lobe Pumps	\$103,000.00	\$0.00	\$2,156.25	\$0.00	\$2,156.25	\$100,843.75	\$107.81
70	Install	\$8,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,320.00	\$0.00
71	Flight Submersible Mixers	\$125,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$125,000.00	\$0.00
72	Install	\$13,778.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,778.00	\$0.00
73	Rotary Lobe Blowers	\$66,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66,800.00	\$0.00
74	Install	\$4,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,800.00	\$0.00
75	Weir and Slide Gates	\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,000.00	\$0.00
76	Install	\$15,094.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,094.00	\$0.00
77	Membrane Disc Diffusers	\$33,930.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,930.00	\$0.00
78	Install	\$15,460.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,460.00	\$0.00
79	Pumps	\$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200,000.00	\$0.00
80	Install	\$5,775.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,775.00	\$0.00
81	UV Treatment	\$225,000.00	\$0.00	\$22,500.00	\$0.00	\$22,500.00	\$202,500.00	\$1,125.00
82	Install	\$20,306.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,306.00	\$0.00
83	Clarifier Rebuild	\$27,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,250.00	\$0.00
84	Install	\$16,839.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,839.00	\$0.00
85	Polyethylene Tank	\$12,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,500.00	\$0.00
86	Install	\$520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$520.00	\$0.00
87	Chemical Metering	\$13,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,750.00	\$0.00
88	Install	\$1,040.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,040.00	\$0.00
89	Blending and Feed	\$27,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,500.00	\$0.00
90	Install	\$4,262.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,262.00	\$0.00
91	Aluminum Dome Cover	\$224,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$224,666.00	\$0.00
92	Peterson & Matz Coordination	\$3,875.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,875.00	\$0.00
93	Casework	\$34,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,000.00	\$0.00
94	Trolley Hoists	\$16,730.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,730.00	\$0.00

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 PERIOD TO: 10/31/2021
 JH PROJECT NO.: 1396-00

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED & STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE 5% of Total Contract
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
95	Fire Protection	\$5,611.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,611.00	\$0.00
96	Mechanical Storm water drains	\$18,948.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,948.00	\$0.00
97	Lift Stations Demo & Improvements #4	\$33,573.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,573.00	\$0.00
98	#6	\$35,812.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,812.00	\$0.00
99	#8	\$28,537.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,537.00	\$0.00
100	#9	\$6,715.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,715.00	\$0.00
101	#10	\$7,274.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,274.00	\$0.00
102	Yard Piping	\$72,247.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72,247.00	\$0.00
103	Copper Water Lines	\$27,523.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,523.00	\$0.00
104	Natural Gas Drains and Process Piping	\$240,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$10,000.00	\$230,000.00	\$500.00
105	Plant Interior Process	\$12,996.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,996.00	\$0.00
106	Structure 10	\$7,914.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,914.00	\$0.00
107	Structure 20	\$749.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$749.00	\$0.00
108	Structure 40	\$264,004.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$264,004.00	\$0.00
109	Structure 50	\$74,980.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$74,980.00	\$0.00
110	Structure 55	\$170,787.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170,787.00	\$0.00
111	Structure 70	\$228,605.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$228,605.00	\$0.00
112	Structure 75	\$5,430.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,430.00	\$0.00
113	Structure 80	\$7,581.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,581.00	\$0.00
114	Structure 81	\$5,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,400.00	\$0.00
115	Structure 90	\$18,748.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,748.00	\$0.00
116	Plumbing Mobilize Submittals	\$3,000.00 \$1,500.00	\$0.00 \$0.00	\$1,000.00 \$1,500.00	\$0.00 \$0.00	\$0.00 \$0.00	\$1,000.00 \$1,500.00	\$2,000.00 \$0.00	\$50.00 \$75.00

AIA DOCUMENT G703

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 4

APPLICATION DATE: 10/29/2021

PERIOD TO: 10/31/2021

JH PROJECT NO.: 1396-00

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED & STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE 5% of Total Contract
			FROM PREVIOUS APPLICATION (D + E)	% (G/C)					
	Coordination	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$75.00	
	Bond	\$1,515.00	\$0.00	\$1,515.00	\$0.00	\$1,515.00	\$0.00	\$75.75	
	Building 35 - Labor	\$2,297.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,297.00	\$0.00	
	Building 35 - Material	\$1,302.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,302.00	\$0.00	
	Building 35 - Excavation	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	
	Building 50 - Labor	\$8,421.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,421.00	\$0.00	
	Building 50 - Excavation	\$8,302.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,302.00	\$0.00	
	Building 55 - Labor	\$29,215.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,215.00	\$0.00	
	Building 55 - Material	\$21,773.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,773.00	\$0.00	
	Building 55 - Excavation	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$0.00	
	Building 55 - Insulation	\$2,940.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,940.00	\$0.00	
	Building 75 - Labor	\$12,967.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,967.00	\$100.00	
	Building 75 - Material	\$6,331.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,331.00	\$250.00	
	Building 75 - Insulation	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	
	Building 90 - Labor	\$16,317.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,317.00	\$0.00	
	Building 90 - Material	\$9,194.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,194.00	\$0.00	
	Building 90 - Excavation	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$0.00	
	Building 90 - Insulation	\$1,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,950.00	\$0.00	
	Building 92 - Labor	\$21,443.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,443.00	\$0.00	
	Building 92 - Material	\$26,233.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,233.00	\$0.00	
	Building 92 - Insulation	\$4,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,800.00	\$0.00	
117	HVAC	\$355,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$355,500.00	\$0.00	
118	Electrical	\$388,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$388,400.00	\$0.00	
119	Motor Control Centers - LW Allen	\$676,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$676,000.00	\$0.00	
120	SCADA - LW Allen	\$227,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$227,600.00	\$0.00	
121	Controls - LW Allen	\$111,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$111,800.00	\$0.00	
122	Generator Equipment	\$73,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$73,000.00	\$0.00	
123	Distribution Equipment	\$387,500.00	\$0.00	\$48,000.00	\$0.00	\$48,000.00	\$339,500.00	\$2,400.00	
124	WWTF Sitework Material and Labor	\$912,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$912,500.00	\$0.00	
125	WWTF Material and Labor	\$328,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$328,200.00	\$0.00	
126	Lift Stations Material and Labor	\$35,500.00	\$0.00	\$35,500.00	\$0.00	\$35,500.00	\$0.00	\$1,775.00	
127	Bond	\$37,000.00	\$0.00	\$7,000.00	\$0.00	\$7,000.00	\$30,000.00	\$350.00	
	Temporary Work & Misc.								

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 4

APPLICATION DATE: 10/29/2021

PERIOD TO: 10/31/2021

JJH PROJECT NO.: 1396-00

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED & STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE 5% of Total Contract
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
128	JJH CH&P	\$384,842.00	\$18,093.55	\$22,468.88	\$0.00	\$40,562.43	\$344,279.57	\$2,028.12	
	TOTAL	\$11,828,000.00	\$556,093.80	\$690,573.97	\$0.00	\$1,246,673.77	\$10,581,326.23	\$62,333.68	

SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER

Job No.: 1356-00
Date: 10/31/2021
Draw: 4

**STATE OF ILLINOIS
COUNTY OF LAKE**

The affiant William Marshall being first duly sworn, on oath deposes and says that affiant is Director of Operations of Joseph J. Henderson and Son, Inc. which has a contract with the Village of Twin Lakes, of the project on the following described premises in said County to Wit: 2021 Wastewater Upgrades WWTF & Lift Station That, for the purpose of said contract, the following persons have been contracted with, and have, or are furnishing and preparing materials for, and we have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of all such persons, the amounts paid to each and the amounts due and to become due to each.

1	2	3	4	5	6	7	8	9	10	11	12
NAME AND ADDRESS OF CONTRACTORS	DESCRIPTION OF WORK	ADJUSTED TOTAL CONTRACT INCLUDING EXTRAS/CREDITS	RETENTION INCLUDING THIS APPLICATION	NET PREVIOUSLY PAID	NET AMOUNT OF THIS PAYMENT	BALANCE TO BECOME DUE (Include Retention)	PREVIOUS YEAR TO DATE GROSS	GROSS AMOUNT THIS REQUEST	TOTAL REQUEST TO DATE	AMOUNT LEFT TO BILL	PERCENT BILLED
Joseph J. Henderson & Son, Inc.	JJH Work, General Conditions	\$4,279,812.00	\$15,729.75	\$288,317.12	\$430,887.32	\$3,840,807.56	\$207,115.31	\$447,818.88	\$654,934.19	\$3,621,877.81	15%
DK Contractors, Inc.	Demo, Site Grading, Excavation	\$465,175.00	\$19,836.80	\$135,061.20	\$43,470.00	\$286,643.80	\$150,065.00	\$48,300.00	\$195,368.00	\$266,807.00	43%
Michels Corporation	Aggregate Pits	\$193,500.00	\$14,000.00	\$128,000.00	\$0.00	\$67,500.00	\$140,000.00	\$0.00	\$140,000.00	\$53,500.00	72%
Harris Rebar Rockford, Inc.	Rebar Furnish	\$90,120.00	\$0.00	\$37,428.89	\$44,000.00	\$8,691.11	\$37,428.89	\$44,000.00	\$81,428.89	\$9,691.11	90%
MKE Iron Erectors, Inc.	Concrete Reinforcing	\$88,099.00	\$0.00	\$21,487.60	\$22,783.84	\$43,827.56	\$21,487.60	\$22,783.84	\$44,271.44	\$43,827.56	50%
Spancrete Industries, Inc.	Hollow Core Precast Planks	\$7,544.00	\$0.00	\$0.00	\$0.00	\$7,544.00	\$0.00	\$0.00	\$0.00	\$7,544.00	0%
Mel Blustrom Masonry	Masonry	\$95,200.00	\$0.00	\$0.00	\$0.00	\$95,200.00	\$0.00	\$0.00	\$0.00	\$95,200.00	0%
Fox River Components	Trusses	\$24,835.00	\$0.00	\$0.00	\$0.00	\$24,835.00	\$0.00	\$0.00	\$0.00	\$24,835.00	0%
LaForce	Structural Steel	\$67,000.00	\$0.00	\$0.00	\$0.00	\$67,000.00	\$0.00	\$0.00	\$0.00	\$67,000.00	0%
Omni Glass & Painl Components	Hollow Metal	\$686,420.00	\$0.00	\$0.00	\$0.00	\$686,420.00	\$0.00	\$0.00	\$0.00	\$686,420.00	0%
Boerger, LLC	Painting	\$103,000.00	\$215.63	\$0.00	\$1,940.62	\$101,059.38	\$0.00	\$2,156.25	\$2,156.25	\$100,843.75	2%
Xylem Water Solutions USA, Inc.	Rotary Lobe Pumps	\$125,000.00	\$0.00	\$0.00	\$0.00	\$125,000.00	\$0.00	\$0.00	\$0.00	\$125,000.00	0%
Aerzan USA Corp.	Flygt Submersible Mixers	\$66,800.00	\$0.00	\$0.00	\$0.00	\$66,800.00	\$0.00	\$0.00	\$0.00	\$66,800.00	0%
RW Gate Company	Rotary Lobe Blower	\$33,930.00	\$0.00	\$0.00	\$0.00	\$27,500.00	\$0.00	\$0.00	\$0.00	\$27,500.00	0%
Xylem Water Solutions USA, Inc.	Slide Gates	\$200,000.00	\$0.00	\$0.00	\$0.00	\$200,000.00	\$0.00	\$0.00	\$0.00	\$200,000.00	0%
L.W. Allen, LLC	Flexible Membrane Disc Diffusers	\$92,450.00	\$0.00	\$0.00	\$0.00	\$92,450.00	\$0.00	\$0.00	\$0.00	\$92,450.00	0%
Huber Technology, Inc.	Sludge Thickening Equipment	\$95,329.00	\$0.00	\$0.00	\$0.00	\$95,329.00	\$0.00	\$0.00	\$0.00	\$95,329.00	0%
Enviro-Care	Washer/Compactor Equipment	\$225,000.00	\$2,250.00	\$0.00	\$20,250.00	\$204,750.00	\$0.00	\$22,500.00	\$22,500.00	\$202,500.00	10%
Trojan Technologies, Inc	UV Treatment Equipment	\$330,600.00	\$0.00	\$0.00	\$0.00	\$330,600.00	\$0.00	\$0.00	\$0.00	\$330,600.00	0%
Evoqua Water Technologies, LLC	Biological Treatment Equipment	\$27,250.00	\$0.00	\$0.00	\$0.00	\$27,250.00	\$0.00	\$0.00	\$0.00	\$27,250.00	0%
Evoqua Water Technologies, LLC	Final Clarifier Equipment	\$12,500.00	\$0.00	\$0.00	\$0.00	\$12,500.00	\$0.00	\$0.00	\$0.00	\$12,500.00	0%
LAI, Ltd.	Polyethylene Tank	\$13,750.00	\$0.00	\$0.00	\$0.00	\$13,750.00	\$0.00	\$0.00	\$0.00	\$13,750.00	0%
Prominent Fluid Controls, Inc	Chemical Metering Equipment										

1	2	3	4	5	6	7	8	9	10	11	12
NAME AND ADDRESS OF CONTRACTORS	DESCRIPTION OF WORK	ADJUSTED TOTAL CONTRACT INCLUDING EXTRAS/CREDITS	RETENTION INCLUDING THIS APPLICATION	NET PREVIOUSLY PAID	NET AMOUNT OF THIS PAYMENT	BALANCE TO BECOME DUE (Includes Retention)	PREVIOUS YEAR TO DATE GROSS	GROSS AMOUNT THIS REQUEST	TOTAL REQUEST TO DATE	AMOUNT LEFT TO BILL	PERCENT BILLED
Velodyne	Polymer Blending & Feed Equipment	\$27,500.00	\$0.00	\$0.00	\$0.00	\$27,500.00	\$0.00	\$0.00	\$0.00	\$27,500.00	0%
CTS Covers	Aluminum Dome Cover	\$224,666.00	\$0.00	\$0.00	\$0.00	\$224,666.00	\$0.00	\$0.00	\$0.00	\$224,666.00	0%
Peterson & Matz, Inc.	Project Coordination	\$3,875.00	\$0.00	\$0.00	\$0.00	\$3,875.00	\$0.00	\$0.00	\$0.00	\$3,875.00	0%
Martin Peterson Co., Inc.	Plumbing	\$187,000.00	\$1,251.50	\$0.00	\$11,263.50	\$175,736.50	\$0.00	\$12,515.00	\$12,515.00	\$174,485.00	7%
Southport Engineered Systems	HVAC	\$355,500.00	\$0.00	\$0.00	\$0.00	\$355,500.00	\$0.00	\$0.00	\$0.00	\$355,500.00	0%
Premier Power Professionals	Electrical	\$3,177,500.00	\$9,050.00	\$0.00	\$81,450.00	\$3,096,050.00	\$0.00	\$90,500.00	\$90,500.00	\$3,087,550.00	3%
Core & Main LP	Flanged Pipe, Fittings, Nuts, Bolts	\$213,152.00	\$0.00	\$0.00	\$0.00	\$213,152.00	\$0.00	\$0.00	\$0.00	\$213,152.00	0%
Dorner Valves	Valves	\$148,993.00	\$0.00	\$0.00	\$0.00	\$148,993.00	\$0.00	\$0.00	\$0.00	\$148,993.00	0%
ORIGINAL CONTRACT TOTALS		\$11,828,000.00	\$82,333.68	\$528,294.81	\$656,045.28	\$10,643,659.91	\$556,039.80	\$690,573.97	\$1,246,673.77	\$10,581,326.23	11%

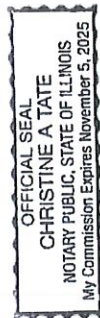
AMOUNT OF ORIGINAL CONTRACT	\$11,828,000.00
EXTRAS TO CONTRACT	\$0.00
TOTAL CONTRACT AND EXTRAS	\$11,828,000.00
CREDITS TO CONTRACT	\$0.00
ADJUSTED TOTAL CONTRACT	\$11,828,000.00
WORK COMPLETED TO DATE	\$1,246,673.77
LESS AMOUNT RETAINED	\$82,333.68
MATERIAL STORED	\$0.00
NET AMOUNT EARNED	\$1,184,340.09
NET PREVIOUSLY PAID	\$528,294.81
AMOUNT DUE THIS PAYMENT	\$656,045.28
BALANCE TO COMPLETE (INC. RETENTION)	\$10,643,659.91

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed 90% of the cost of work completed to date. I agree to furnish Waivers of Lien for all materials under my contract when demanded.

SUBSCRIBED AND SWORN to before me this 21st day of October, 2021.

Christine A Tate
 NOTARY PUBLIC

JOSEPH J. HENDERSON & SON, INC.
William Marshall
 William Marshall, Director of Operations



PARTIAL WAIVER OF LIEN

STATE OF ILLINOIS)
COUNTY OF LAKE) SS

GTY# _____
 LOAN # _____
 SUBCONTRACT OR P.O. # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Village of Twin Lakes
 to furnish General Contractor
 for the premises known as 2021 Wastewater Upgrades WWTF & Lift Station
 of which Village of Twin Lakes is the Owner.

THE undersigned, for and in consideration of Six Hundred Fifty Six Thousand Fourty Five & 28/100
\$656,045.28 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,
 do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanic's liens,
 with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished,
 and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus
 or machinery, furnished to this date by the undersigned for the above-described premises.

Given under my hand and seal this 31 day of October, 2021

Signature and Seal: William Marshall

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF LAKE) SS
TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is William Marshall, Director of Operations
 of the Joseph J. Henderson & Son, Inc.
 who is the contractor for the 2021 Wastewater Upgrades WWTF & Lift Station
 work on the building located at 901 Gatewood Drive Twin Lakes, WI 53181
 owned by Village of Twin Lakes

That the total amount of the contract including extras is \$ 11,828,000.00
 on which he has received payment of \$528,294.81 prior to this payment. That all waivers are true, correct and genuine and
 delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all
 parties who have furnished material or labor, or both, for said work and all parties having contracts for specific portions of said work or for material
 entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to
 complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
JOSEPH J. HENDERSON & SON, INC.	GENERAL CONTRACT	\$11,828,000.00	\$528,294.81	\$656,045.28	\$10,643,659.91
	Per attached				
	Sworn Statement				
TOTAL LABOR AND MATERIAL TO COMPLETE		\$11,828,000.00	\$528,294.81	\$656,045.28	\$10,643,659.91

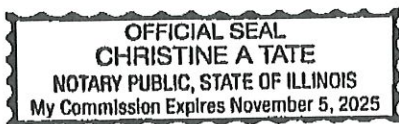
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 31 day of October, 2021

Signature: William Marshall

Subscribed and sworn to before me this

31 day of October, 2021



Christine A Tate
Notary Signature & Seal

RESOLUTION NO. R2021-11-1

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO \$10,956,643 TAXABLE SEWERAGE SYSTEM
REVENUE BONDS, SERIES 2021,
AND PROVIDING FOR OTHER DETAILS AND
COVENANTS WITH RESPECT THERETO

WHEREAS, the Village of Twin Lakes, Kenosha County, Wisconsin (the "Municipality") owns and operates a sewerage system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to Resolution No. R2006-11-1 adopted by the Governing Body on November 13, 2006 (the "2006 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 2006, dated November 22, 2006 (the "2006 Bonds"), which 2006 Bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to Resolution No. R2011-5-2 adopted by the Governing Body on May 16, 2011 (the "2011 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 2011, dated June 22, 2011 (the "2011 Bonds"), which 2011 Bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to Resolution No. R2016-4-1 adopted by the Governing Body on April 4, 2016 (the "2016 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 2016, dated April 27, 2016 (the "2016 Bonds"), which 2016 Bonds are payable from the income and revenues of the System; and

WHEREAS, the 2006 Bonds, the 2011 Bonds and the 2016 Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 2006 Resolution, the 2011 Resolution and the 2016 Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Clean Water Fund Program Project No. 4675-05 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. S-2020-0792 and dated December 21, 2020 by the DNR; and

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

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

WHEREAS, due to certain provisions of the Internal Revenue Code of 1986, as amended, it is desirable to issue such bonds on a taxable basis, and the State of Wisconsin Clean Water Fund Program has granted the Municipality a variance to allow such bonds to be issued on a taxable basis; and

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

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

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

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

- (a) "Act" means Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$10,956,643 Taxable Sewerage System Revenue Bonds, Series 2021, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Bond Year" means the twelve-month period ending on each May 1;
- (e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;
- (f) "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;
- (g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;
- (h) "Fiscal Year" means the twelve-month period ending on each December 31;

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

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

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

(l) "Municipality" means the Village of Twin Lakes, Kenosha County, Wisconsin;

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

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

(o) "Prior Bonds" means the 2006 Bonds, the 2011 Bonds and the 2016 Bonds collectively;

(p) "Prior Resolutions" means the 2006 Resolution, the 2011 Resolution and the 2016 Resolution collectively;

(q) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

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

(s) "System" means the entire sewerage system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment and disposal of domestic and industrial sewerage and waste, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such sewerage system and including all appurtenances, contracts, leases, franchises, and other intangibles;

(t) "2006 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2006, dated November 22, 2006;

(u) "2006 Resolution" means Resolution No. R2006-11-1 adopted by the Governing Body on November 13, 2006 authorizing the issuance of the 2006 Bonds;

(v) "2011 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2011, dated June 22, 2011;

(w) "2011 Resolution" means Resolution No. R2011-5-2 adopted by the Governing Body on May 16, 2011 authorizing the issuance of the 2011 Bonds;

(x) "2016 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2016, dated April 27, 2016; and

(y) "2016 Resolution" means Resolution No. R2016-4-1 adopted by the Governing Body on April 4, 2016 authorizing the issuance of the 2016 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 \$10,956,643; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Clean Water Fund Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the President and Village 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 "Taxable Sewerage System Revenue Bonds, Series 2021" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 1.485% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on May 1, 2022 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

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

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

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

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

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

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the System which were created and established by a resolution adopted on November 8, 1999 are hereby continued and shall be used solely for the following respective purposes:

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

funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System.

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

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source), and any amount required by a future resolution authorizing the issuance of Parity Bonds to fund a Reserve Account established therein; and
- (c) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

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

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

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to

the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Sewerage System CWFPP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

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

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

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

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

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

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

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

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

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

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Clean Water Fund Program for the purchase price of up to \$10,956,643 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

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

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from 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. 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 17. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Clean Water Fund Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Clean Water Fund Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and

regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 18. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding.

Passed: November 15, 2021

Approved: November 15, 2021

Howard K. Skinner
President

Attest:

Sabrina Waswo
Village Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
KENOSHA COUNTY
VILLAGE OF TWIN LAKES

REGISTERED
\$ _____

TAXABLE SEWERAGE SYSTEM REVENUE BOND, SERIES 2021

Final
Maturity Date

May 1, 2041

Date of
Original Issue

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

FOR VALUE RECEIVED the Village of Twin Lakes, Kenosha 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 1.485% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2022.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration 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 One and 485/1000ths percent (1.485%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

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

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

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

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Sewerage System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted November 15, 2021, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$10,956,643 Taxable Sewerage System Revenue Bonds, Series 2021, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues of the Sewerage System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Sewerage System Revenue Bonds, Series 2006, dated November 22, 2006, Sewerage System Revenue Bonds, Series 2011, dated June 22, 2011 and Sewerage System Revenue Bonds, Series 2016, dated April 27, 2016, 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 President and Village Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

VILLAGE OF TWIN LAKES,
WISCONSIN

(SEAL)

By: _____
Howard K. Skinner
President

By: _____
Sabrina Waswo
Village Clerk

COPY

(Form of Assignment)

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

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

Please insert Social Security or other identifying number of Assignee

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

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

Dated: _____

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

Signature(s) guaranteed by

SCHEDULE A

\$10,956,643

VILLAGE OF TWIN LAKES, WISCONSIN
TAXABLE SEWERAGE SYSTEM REVENUE BONDS, SERIES 2021

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

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2023	\$503,376.11
May 1, 2024	510,851.25
May 1, 2025	518,437.39
May 1, 2026	526,136.19
May 1, 2027	533,949.31
May 1, 2028	541,878.45
May 1, 2029	549,925.35
May 1, 2030	558,091.74
May 1, 2031	566,379.40
May 1, 2032	574,790.14
May 1, 2033	583,325.77
May 1, 2034	591,988.16
May 1, 2035	600,779.18
May 1, 2036	609,700.76
May 1, 2037	618,754.81
May 1, 2038	627,943.32
May 1, 2039	637,268.28
May 1, 2040	646,731.71
May 1, 2041	656,335.68

8.)F.)3.

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

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

STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

VILLAGE OF TWIN LAKES

\$10,956,643

FINANCIAL ASSISTANCE AGREEMENT

Dated as of November 24, 2021

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

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

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

Municipal Identification No. 30186
Clean Water Fund Program Project No. 4675-05

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WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated November 24, 2021, between the STATE OF WISCONSIN Clean Water Fund Program (the "CWFP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.58 and 281.59, Wis. Stats., as amended (the "Statute"), and the Village of Twin Lakes, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

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

WHEREAS, the State of Wisconsin, pursuant to the Statute, established the CWFP to be used in part for purposes of the Water Quality Act; and

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

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

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

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

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

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

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

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

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

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

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

"Act" means the Federal Water Pollution Control Act, 33 U.S. Code §§1250 et seq., as amended.

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

"Application" means the written application of the Municipality dated September 29, 2020, for financial assistance under the Statute.

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

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

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

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

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

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

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

"FAA" means this Financial Assistance Agreement.

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

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

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

"Fiscal Sustainability Plan" means a plan meeting the minimum requirements of section 603(d)(1)(E) of the Act.

"Loan" means the loan or loans made by the CWFP to the Municipality 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:

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

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

(a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;

(b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the CWFP;

(c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);

(d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein; and

(e) interest on the Municipal Obligations is included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings, and judicial decisions.

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

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the CWFP, a specimen copy of which is included in the Municipal Obligations transcript.

"Municipality" means the Village of Twin Lakes, a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

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

"Parity Obligations" means the Municipality's \$540,039 Sewerage System Revenue Bonds, Series 2006, dated November 22, 2006; the Municipality's \$1,674,333 Sewerage System Revenue Bonds, Series 2011, dated June 22, 2011; the Municipality's \$650,322 Sewerage System Revenue Bonds, Series 2016, dated April 27, 2016; and any other obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

"Plans and Specifications" means the Project design plans and specifications assigned No. S-2020-0792, approved by DNR on December 21, 2020, as the same may be amended or modified from time to time in accordance with this FAA.

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

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

"Project" means the project assigned CFWP Project No. 4675-05 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

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

"Regulations" means the Act; chs. NR 108, NR 110, NR 150, NR 151, NR 162, and NR 216, Wis. Adm. Code, the regulations of DNR; and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Act, as such may be adopted or amended from time to time.

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

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

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

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

"State" means the State of Wisconsin.

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

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

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

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

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

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

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

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

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

(a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.

(b) All references herein to particular articles or sections are references to articles or sections of this FAA.

(c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.

(d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.

(e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II
REPRESENTATIONS

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

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

Section 2.02. Representations of the Municipality The Municipality represents 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 village under ch. 61, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:
 - (1) conduct its business and own its properties,
 - (2) enter into this FAA,
 - (3) adopt the Municipal Obligation Resolution,
 - (4) issue and deliver the Municipal Obligations to the CWFP as provided herein, and
 - (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.
- (b) The Municipality's Project is a project that is necessary to prevent the applicant from significantly exceeding an effluent limitation contained in its WPDES Permit (compliance maintenance).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$10,956,643 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 Loan and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

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

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

(l) The Project is eligible under s. 281.58(7), Wis. Stats., for financing from the CWFP, and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. Portions of the Project that are ineligible for financing from the CWFP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the CWFP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and are being refinanced with the proceeds of the Loan 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 Bonds 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 will 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) Reserved – Section omitted for taxable bonds.

(r) Reserved – Section omitted for taxable bonds.

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

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

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

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

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The expected Substantial Completion date of the Project is November 25, 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 CWFP by deducting those amounts from any State payments due the Municipality. State

aids information is available on: the Wisconsin Department of Revenue's website at <https://www.revenue.wi.gov/Pages/Report/shared-revenue-state.aspx>, and the Wisconsin Department of Transportation's website at <https://wisconsin.gov/Pages/doing-business/local-gov/astnce-pgms/highway/gta.aspx>.

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

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

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

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

ARTICLE III
LOAN PROVISIONS

Section 3.01. Loan Clauses

- (a) Subject to the conditions and in accordance with the terms of this FAA, the CWFP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the Loan made to the Municipality, the Municipality hereby agrees to sell to the CWFP Municipal Obligations in the aggregate principal amount of \$10,956,643. The CWFP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.
- (b) Prior to disbursement, Loan proceeds shall be held by the CWFP or by the Trustee for the account of the CWFP. Earnings on undisbursed Loan proceeds shall be for the account of the CWFP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.06 hereof.
- (c) The Loan shall bear interest at the rate of one and 485 /1000ths percent (1.485%) per annum, and interest shall accrue and be payable only on Loan proceeds actually disbursed from the date of disbursement until the date such amounts are repaid.
- (d) 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 CWFP and the Municipality agree that such entries shall be mutually binding.
- (e) 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 Loan.
- (f) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the CWFP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Loan Amortization Principal and interest payments on the Loan (and on the Municipal Obligations evidencing the Loan) 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 Loan is disbursed to the Municipality on November 24, 2021. It is understood that the actual amount of the Municipality's Loan payments shall be based on the actual date and amount of Loan disbursements for the Project. Notwithstanding the foregoing or anything in the Municipal Obligations, the Loan 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 Loan 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 shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Municipality's Sewerage System, and the Municipality shall agree that, if revenues from the Sewerage System are insufficient to meet annual debt service requirements, the Municipality shall purchase sewerage services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations, and any other debt obligations payable from the revenues of the Sewerage System then outstanding, times the greater of (i) 110 percent or (ii) the highest debt service coverage ratio required with respect to any Parity Obligations, or any other debt obligations payable from the revenues of the Sewerage System then outstanding. As of the date of this FAA, the required debt service coverage ratio is

110 percent; however, this percentage is subject to change as outlined in the prior sentence. The Loan is also secured as provided in Section 3.08 hereof.

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

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

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

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

Section 3.05. Sale and Redemption of Municipal Obligations

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

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

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

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

Section 3.06. Disbursement of Loan Proceeds

(a) 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.

(b) The CWFP, through its agents or Trustee, plans to make disbursements of Loan proceeds 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.

(c) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the Loan proceeds are not yet fully disbursed, and CWFP funds were previously disbursed for costs not eligible for CWFP funding or not eligible under this FAA, the CWFP shall make necessary adjustments to future disbursements.

(2) If the Loan proceeds are fully disbursed, including disbursements for any costs not eligible for CWFP funding or not eligible under this FAA, the Municipality agrees to repay to

the CWFP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The CWFP shall then apply the amount it receives as a Loan prepayment.

(d) The CWFP or its agent shall disburse Loan proceeds 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.

(e) Disbursement beyond ninety-five percent (95%) of the principal amount of the Loan, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

- (1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, DNR has approved all change orders relating to the Project, and DNR has determined that the Project is in compliance with the Municipality's WPDES Permit;
- (2) the Municipality certifies to DNR its acceptance of the Project from its contractors;
- (3) the Municipality certifies in writing to DNR its compliance with applicable federal requirements (certification must be as prescribed on Exhibit G); and
- (4) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

(f) The Municipality has elected to pay a portion of eligible Project Costs from sources other than the CWFP instead of including this portion at the market rate. On the first loan disbursement request, the Municipality shall request a minimum of \$50,000 from the CWFP in order to meet the minimum IRS bond closing amount. If the first loan disbursement includes costs in excess of \$50,000, then the Municipality is responsible for paying additional Project Costs until the Municipality's \$209,575 commitment has been met. The Municipality shall submit invoices to DNR for all Project Costs it pays with its internal funds in order to document that it has contributed the full \$209,575 market rate amount to the Project.

Section 3.07. Remedies

(a) If the Municipality:

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

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

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

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

(1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the CWFP under this FAA. DOA may collect all amounts due the CWFP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.

(2) Pursuant to s. NR 162.18(1), Wis. Adm. Code, DNR may: declare the unpaid Loan balance due and immediately payable; increase the interest rate on the unpaid balance of the Loan to the market interest rate in effect on the date this FAA was executed; or immediately terminate this FAA and disburse no additional funds, if the Loan has not been fully disbursed.

(3) The CWFP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the CWFP's benefit of the Project and the Municipality's Sewerage System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.

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

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

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

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

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

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

ARTICLE IV
CONSTRUCTION OF THE PROJECT

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

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

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

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

Section 4.04. Completion of the Project

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

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

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

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

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

(5) submit to DNR a completed Operation and Maintenance Manual Certification Checklist form to be provided by DNR or obtained from DNR's website.

Section 4.05. Payment of Additional Project Costs

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

(b) In the event the Loan proceeds are 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 Loan proceeds, and shall not be entitled to any reimbursement therefor from the CWFP, or the owners of any Bonds, except from the proceeds of additional financing which may be provided by the CWFP pursuant to an amendment of this FAA or through a separate financial assistance agreement.

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

ARTICLE V
COVENANTS

Section 5.01. Application of Loan Proceeds The Municipality shall apply the proceeds of the Loan solely to Project Costs.

Section 5.02. Operation and Maintenance; Equipment Replacement Fund

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

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

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

(3) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the requirements of the WPDES Permit.

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

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

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

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

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the CWFP. Without any request the Municipality shall furnish to DOA as soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all CWFP funds for the Project. All Loan proceeds 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 Loan; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them; permit extracts and copies of the Project records to be made by any of them; and fulfill information requests by any of them.

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

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

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

Section 5.09. Reserved – Section omitted for taxable bonds.

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

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

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Sewerage System; 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 Sewerage System, or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR, DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in

connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, the Sewerage System, or acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

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

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

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

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

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

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

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

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

Section 5.20. Rebates The Municipality agrees to pay to the CWFP any refunds, rebates, credits, or other amounts received for Project Costs for which disbursement of funds has already been made by the CWFP. The CWFP shall then apply the amount it receives as a Loan prepayment.

Section 5.21. Maintenance of Legal Existence

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

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

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

Section 5.22. Wage Rate Requirements The Municipality represents that it shall comply with Section 513 of the Federal Water Pollution Control Act (33 USC 1372), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under the Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

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

Section 5.24. American Iron and Steel The Municipality agrees to comply with requirements for use of American Iron and Steel contained in section 608 of the Act for products used in the Project which are made primarily of iron and/or steel.

Section 5.25. Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are not considered to be subject to federal single audit requirements, but such consideration may change subsequent to this FAA if any changes are made to federal single audit requirements applicable to municipalities.

ARTICLE VI
MISCELLANEOUS

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

- (a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
CLEAN WATER FUND PROGRAM
101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864
- (b) DEPARTMENT OF NATURAL RESOURCES
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE
101 SOUTH WEBSTER STREET CF/2
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921
- (c) US BANK CORP TRUST
MATTHEW HAMILTON EP-MN-WS3T
60 LIVINGSTON AVENUE
ST PAUL MN 55101-229
- (d) VILLAGE OF TWIN LAKES
108 EAST MAIN STREET
PO BOX 1024
TWIN LAKES WI 53181

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VILLAGE OF TWIN LAKES

By: _____
Howard Skinner
Village President

Attest: _____
Sabrina Waswo
Village Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A
PROJECT BUDGET SHEET

VILLAGE OF TWIN LAKES
 CWFP Project No. 4675-05

	Total Project Costs	Ineligible Costs	Eligible Costs Paid by Internal Funds	Net CWFP Loan Amount
Force Account	0			0
Interim Financing Costs	0			0
Preliminary Engineering	803,000		803,000	0
Land or Easement Acquisition	0			0
Engineering/Construction Mgmt	816,000			816,000
Construction/Equipment	11,828,000		2,192,150	9,635,850
Contingency	481,793			481,793
Miscellaneous Costs	19,850		19,850	0
CWFP Closing Costs	23,000			23,000
Total	\$13,971,643		\$3,015,000	\$10,956,643

Twin Lakes, Wisconsin

Exhibit B

Project 4675-05 Clean Water Fund Program

Loan Closing Date:

November 24, 2021

Payment Date	Principal Payment	Interest Rate	Interest Payment	Principal & Interest	Bond Year Debt Service	Calendar Year Debt Service
1-May-22	0.00	1.485%	70,957.96	70,957.96	70,957.96	0.00
1-Nov-22	0.00	1.485%	81,353.07	81,353.07	0.00	152,311.03
1-May-23	503,376.11	1.485%	81,353.07	584,729.18	666,082.25	0.00
1-Nov-23	0.00	1.485%	77,615.51	77,615.51	0.00	662,344.69
1-May-24	510,851.25	1.485%	77,615.51	588,466.76	666,082.27	0.00
1-Nov-24	0.00	1.485%	73,822.44	73,822.44	0.00	662,289.20
1-May-25	518,437.39	1.485%	73,822.44	592,259.83	666,082.27	0.00
1-Nov-25	0.00	1.485%	69,973.04	69,973.04	0.00	662,232.87
1-May-26	526,136.19	1.485%	69,973.04	596,109.23	666,082.27	0.00
1-Nov-26	0.00	1.485%	66,066.48	66,066.48	0.00	662,175.71
1-May-27	533,949.31	1.485%	66,066.48	600,015.79	666,082.27	0.00
1-Nov-27	0.00	1.485%	62,101.90	62,101.90	0.00	662,117.69
1-May-28	541,878.45	1.485%	62,101.90	603,980.35	666,082.25	0.00
1-Nov-28	0.00	1.485%	58,078.46	58,078.46	0.00	662,058.81
1-May-29	549,925.35	1.485%	58,078.46	608,003.81	666,082.27	0.00
1-Nov-29	0.00	1.485%	53,995.26	53,995.26	0.00	661,999.07
1-May-30	558,091.74	1.485%	53,995.26	612,087.00	666,082.26	0.00
1-Nov-30	0.00	1.485%	49,851.43	49,851.43	0.00	661,938.43
1-May-31	566,379.40	1.485%	49,851.43	616,230.83	666,082.26	0.00
1-Nov-31	0.00	1.485%	45,646.06	45,646.06	0.00	661,876.89
1-May-32	574,790.14	1.485%	45,646.06	620,436.20	666,082.26	0.00
1-Nov-32	0.00	1.485%	41,378.25	41,378.25	0.00	661,814.45
1-May-33	583,325.77	1.485%	41,378.25	624,704.02	666,082.27	0.00
1-Nov-33	0.00	1.485%	37,047.05	37,047.05	0.00	661,751.07
1-May-34	591,988.16	1.485%	37,047.05	629,035.21	666,082.26	0.00
1-Nov-34	0.00	1.485%	32,651.54	32,651.54	0.00	661,686.75
1-May-35	600,779.18	1.485%	32,651.54	633,430.72	666,082.26	0.00
1-Nov-35	0.00	1.485%	28,190.75	28,190.75	0.00	661,621.47
1-May-36	609,700.76	1.485%	28,190.75	637,891.51	666,082.26	0.00
1-Nov-36	0.00	1.485%	23,663.73	23,663.73	0.00	661,555.24
1-May-37	618,754.81	1.485%	23,663.73	642,418.54	666,082.27	0.00
1-Nov-37	0.00	1.485%	19,069.47	19,069.47	0.00	661,488.01
1-May-38	627,943.32	1.485%	19,069.47	647,012.79	666,082.26	0.00
1-Nov-38	0.00	1.485%	14,406.99	14,406.99	0.00	661,419.78
1-May-39	637,268.28	1.485%	14,406.99	651,675.27	666,082.26	0.00
1-Nov-39	0.00	1.485%	9,675.28	9,675.28	0.00	661,350.55
1-May-40	646,731.71	1.485%	9,675.28	656,406.99	666,082.27	0.00
1-Nov-40	0.00	1.485%	4,873.29	4,873.29	0.00	661,280.28
1-May-41	656,335.68	1.485%	4,873.29	661,208.97	666,082.26	661,208.97
1-Nov-41	0.00	1.485%	-	-	0.00	0.00
Totals	10,956,643.00		1,769,877.96	12,726,520.96	12,726,520.96	12,726,520.96
			Net Interest Rate	1.4850%		
			Bond Years	119,183.6988		
			Average Life	10.8778		

The above schedule assumes full disbursement of the loan on the loan closing date.
 20-Aug-21 Wisconsin Department of Administration

Loan Payment Schedule Comments

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

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

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

<u>Available Report</u>	<u>Information Provided</u>
Auditor Verification Report	Provides information commonly requested by municipal auditors. Available for completed calendar years.
Loan Account History	Loan disbursements, principal payments, and loan balance 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 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 Sewerage System.

EXHIBIT E
ENVIRONMENTAL IMPROVEMENT FUND
CONTRACT UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)
MANDATORY PROJECT CLOSEOUT DOCUMENT

Note: This form is authorized by s. NR 162.14(4)(b)4, Wis. Adm. Code. Receipt of this completed form by the Department is mandatory prior to receiving a final disbursement. The information printed on this form is taken from the completed Good Faith Certification Form 8700-294 and MBE/WBE Contacts Worksheet Form 8700-294A. 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: Village of Twin Lakes Project Number: 4675-05 Loan/Grant Amount: \$10,956,643
 Project Description: Upgrade WWTP w/4675-06 Lift Stations
 Did the municipality satisfy the MBE/WBE requirements? X Yes No (If no, refer to Exhibit F.-Project Manager Summary Page.)

Construction/Equipment/Supplies Contracts	DBE Type	Type of Product or Service *	Contract Estimate \$	Actual Amount Paid to MBE/WBE Firm Municipality Completes at Project Closeout
Prime: J.J. Henderson	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other X N/A	Upgrade WWTP/ Lift Stations	\$11,828,000.00	
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			
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			
			Total MBE \$	
			Total WBE \$	

Professional/Technical Services Contracts	DBE Type	Type of Product or Service *	Contract Estimate \$	Actual Amount Paid to MBE/WBE Firm Municipality Completes at Project Closeout
Prime: Town & Country, Inc. Sub:	<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	Design/ Construction Mgt.	\$1,619,000.00	
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 <input type="checkbox"/> N/A			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
			Total MBE \$ _____	
			Total WBE \$ _____	

*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

VILLAGE OF TWIN LAKES
CWFP Project No. 4675-05

1. Project Description: Two Projects are combined into this loan.
4675-05 – Upgrade WWTF; treatment facility upgrades will be installed at the existing WWTF which includes upgrades to influent pumping and screening, disinfection, new sludge thickening and increased storage.
4675-06 – Rehabilitate and upgrade 12 lift stations.
2. Ineligible Costs: No ineligible costs were identified in the review of this Project. If the Department identifies ineligible costs as the Project progresses, the Department will notify the Municipality.
3. Other Funding Sources: Internal funds of \$3,015,000 will cover \$803,000 of preliminary design, \$2,192,150 of construction, and \$19,850 of miscellaneous costs.
4. Miscellaneous Costs: As shown in the Project Budget Sheet (Exhibit A), CWFP funding in the amount of \$0 is included in the Miscellaneous. All Miscellaneous costs will be covered with internal funds.

- ◆ Administrative Expenses - \$4,500
- ◆ Fees and Permits - \$3,000
- ◆ GeoTech Investigation - \$8,950
- ◆ Wetland Delineation - \$3,400

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

5. Contingency Allowance: The contingency allowance of \$481,793 is five percent of the amount of uncompleted construction work. The Municipality must obtain CME approval of change orders prior to requesting reimbursement.
6. Equipment Replacement Fund: The Municipality shall establish an equipment replacement fund according to s. NR 162.08, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement schedule developed by the Municipality. Based on review of the equipment replacement fund information in the CWFP Application, the annual deposit is estimated at \$104,280.
7. DBE Good Faith Effort: The Municipality and contractor solicited DBE's through advertising. No DBE's are being utilized on the Project.
8. Green Project Reserve: No GPR elements were identified during the review of this Project.
9. American Iron and Steel: This Project is subject to the use of American Iron and Steel (AIS) requirements of section 608 of the Act.
10. Fiscal Sustainability Plan: The Municipality certified to DNR that a Fiscal Sustainability Plan (FSP) that meets the requirements of section 603(d)(1)(E) of the Act has been developed and that the plan will be maintained at least for the life of the Loan.

11. Taxable Bonds: Taxable bonds will be issued for this Project. The Village requested a waiver of the provisions of NR 162.13(3) on February 10, 2021, and the Department of Administration approved the variance on February 22, 2021.

12. Composite Interest Rate:

The Municipality is paying at least \$209,575 (1.50%) of eligible Project Costs from internal funds so the entire Loan can be funded at the subsidized interest rate. On the first Request for Disbursement, the Municipality shall request a minimum of \$50,000 from the CWFP in order to meet the minimum IRS bond closing amount. If the first Loan disbursement includes costs in excess of \$50,000, then the Municipality shall pay these invoices up to a maximum of \$209,575. On subsequent disbursement requests, the Municipality is responsible for paying additional Project Costs until the Municipality's \$209,575 commitment has been met. The Municipality shall submit invoices to DNR for all Project Costs it pays with its internal funds in order to document that it has contributed the full \$209,575 amount to the Project.

Total Eligible Costs	\$13,971,643
Total Requested Costs	\$10,956,643
Parallel Cost Percentage (PCP)	98.50%
<hr/>	
Maximum DBE Penalty = Total Eligible Costs X PCP X 8%	\$
Actual DBE Penalty (If not applicable, penalty is \$0. Cannot exceed Maximum DBE Penalty.)	\$0
Septage Facility Costs at 0%	\$0
<hr/>	
Maximum Subsidized Rate Costs = (Total Eligible Costs X PCP) – Actual DBE Penalty	\$10,747,068
<hr/>	
Actual Subsidized Rate Costs (Note: Cannot exceed Maximum Subsidized Rate Costs, but may be less if not requesting Total Eligible Costs.)	\$10,747,068
Market Rate Costs = Total Requested Costs – Actual Subsidized Rate Costs	\$209,575
<hr/>	
Septage Facility Costs at 0%	\$0
<hr/>	
Total Loan Amount = Actual Subsidized Rate Costs + Market Rate Costs	\$10,956,643
Composite Interest Rate = (Actual Subsidized Rate Costs/Total Loan Amount) X 1.485% + (Market Rate Costs/Total Loan Amount) X 2.7% + (Septage Facility Costs at 0%)	1.485%

EXHIBIT G

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

[Prepare on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the Village of Twin Lakes (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4675-05 (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. 4675-05 has met the requirements for the use of American Iron and Steel contained in section 608 of the Federal Water Pollution Control Act, as amended.

The Municipality further certifies that a Fiscal Sustainability Plan meeting the requirements of section 603(d)(1)(E) of the Federal Water Pollution Control Act, as amended, has been completed for the treatment works and that the plan will be maintained at least for the life of the CWFP Loan for the Project.

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

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

Dated as of: _____

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

Dated as of: _____



VILLAGE OF TWIN LAKES EVENT PERMIT APPLICATION

Please fill in all sections completely. Incomplete applications will be rejected. Applications must be submitted AT LEAST 4 WEEKS prior to the proposed event date for approval.

Section I- APPLICANT INFORMATION

Name of Applicant TWIN LAKES AREA CHAMBER & BUSINESS ASSOCIATION INC
 Name of Event Organizer/Producer _____
 Production Company/Organization _____ FEIN # _____
 Street Address 349 E. MAIN ST
 City TWIN LAKES State WI Zip code 53149
 E-mail Address Info@twinlakeschamber.com
 Daytime Phone 262-877-2220 Cell Phone _____
 For-Profit or Non-Profit Organization 501(c) _____ EIN # (Tax Exempt Number) NOT TAX EXEMPT
 *All non-profits must present a copy of their current Tax ID - EIN#

Section II- EVENT INFORMATION- Check the proper category

All applications are required to submit a detailed Site Plan/Map. Site Plan/Maps must include location, any street closures, barricades, parade routes, stages, alcohol sale location, tents, etc.

Title of Event TREES ON PARADE & HOLIDAY SHOPPING
 Date(s) of Event DEC 3 & DEC 4
 Location(s) of Event TREE LIGHTING CENTRAL PARK EVENT ST. JOHN'S
 Start Time for Event FRI 4pm ^{SAT 10am} a.m./p.m. End Time for Event FRI 8pm ^{SAT 4pm} a.m./p.m.
 Event Chair/Contact Person MARILYN TRONGEAU Phone 262-877-2220
 Day of Event Contact Name MARILYN TRONGEAU Phone _____
 Is the event open to the public? Yes No
 Will you charge an admission fee? Yes No
 Estimated Attendance Number 600 @ ST. JOHN'S
200 @ CENTRAL PARK DURING CAROLS
 Description of Event FRI. VILLAGE TREE LIGHTING AFTER THE PARADE @ 5:30 FRI DEC 3
SCHOOLS MIGHT BE PERFORMING IN THE PARK @ 4pm FRI BEFORE THE
PARADE. FIRE DEPT. WILL TAKE SANTA FROM TREE LIGHTING
TO ST. JOHN'S ON THE ANTIQUE FIRE TRUCK WEATHER PERMITTING

PERMIT REQUESTED

Parade Permit - No Charge

Block Parties: Small event limited to one street with 4 barricades in a neighborhood. Public Works will provide barricades the business day prior to your event and pick them up on the first business day following the event. It is your responsibility to set up and take down the barricades before and after your event. Main streets that are thoroughfares may not be approved due to safety issues. Residential block parties are not to last more than 6 hours between 9:00 am and 10:00 pm. Sale of alcohol is PROHIBITED at a private block party in a residential area. All consumption must be within the designated area and within the barricades. Public drinking citations will be issued outside of designated area. As a courtesy, please discuss plans with your neighbors prior to the event.

Park Reservation: All users of the parks must check in at the Police Department in person or by phone (262-877-9056) on the day of the scheduled event prior to and after use of the facility to insure refund of security deposit. A key is available at the Police Department for entry to the Scout House and for use of electric at Millennium Park. The key must be returned to the Police Department immediately after the event. Prior to leaving, the electric and/or doors need to be locked and all garbage disposed of in outside cans or totes.

Select Park: Lance Park and Amphitheater Scout House Central Park
 West Side Park Millennium Park Pavilion

Describe Restroom facilities available to all participants

Will you be setting up a tent? Yes No *MAYBE FOR SINGERS* *A Fire Inspection is required per NFPA Code 25.2*

If yes, list the location, size, Rental Company, and proof of completion of locates.

NOT RENTING USING OUR 10'X10'S OR 10'X20' NOT STAKING

Will there be any animals? Yes No

If yes, what type and how many _____

Will there be live performances, loud speakers or a DJ? Yes No

If yes, what type and hours _____

Description of plan for handling refuse collection and after-event clean-up

WE CLEAN UP AFTER EVENT

Description of plan for providing event security (if applicable)

N/A

Will there be fireworks or pyrotechnics at your event? Yes No

If yes, please attach a fireworks display permit or application.

Will your event include the sale of beer and/or wine? Yes No

If yes, please attach a completed Temporary Alcohol License & Temporary Operator License Application or provide Proof of Operator's License. Sale of Alcohol is prohibited for residential block parties.

Will you or any other vendors be selling food or merchandise? Yes No *AT ST. JOHN'S*

If yes, please attach list of proposed vendors, including business name and type of food/merchandise sold.

Do you intend to use the available picnic tables and benches in the location? Yes No

Section III- STREET USE

Check if this section does not apply

Description of portion(s) of road(s) to be used

Road closures must include rental of barricades; must be coordinated with the Village of Twin Lakes Department of Public Works

~~ALREADY CLOSED FOR LAURA KASKINS PARADE~~
To Facilitate Santa's Arrival

Will any parking stalls be used or blocked during the event? Yes No

Dates of Use 12/3/21 ENOUGH FOR FIRE TRUCK FOR SANTA

Total Number of Parking Stalls Requested and Location 5 OR SPACE ON BASSETT ST. FOR FIRE TRUCK

Description of Signage to be used during event BANNERS AT INGRESS LOCATIONS CENTRAL PARK, BY LAKE ELIZABETH PUB, BY SAND BAR, LANCE PARK, BY GEHINGS, SIGNS BY MANY LOCAL BUSINESSES

Anticipated Services

Please indicate below any additional services you are requesting for your event. Estimated Fees or Deposits for these services may be required prior to issuance of permit(s)

- Electricity; Explain _____
- Traffic Control; Explain _____
- Police Services; Explain ESCORT SANTA TO ST. JOHNS
- Fire/EMS Services; Explain FIRE TRUCK FOR SANTA - APPROVED BY FIRE CHIEF
- Other; Explain _____

Scout House, Lance, Central, West Side Park	# of Parks	# of Days	Applicable Fee
Reservation Fee			
Security Deposit	\$100.00 x _____	=	_____
Non-Profit or Resident	\$75.00 x _____	x _____	= _____
Non-Resident	\$150.00 x _____	x _____	= _____
Millennium Park Reservation Fee		# of Days	
Security Deposit	\$100.00	_____	= _____
Non-Profit or Resident	\$50.00	x _____	= _____
Non-Resident	\$100.00	x _____	= _____
Block Party/Street Closure			
Security Deposit	\$100.00		_____
TOTAL			_____

Note: The Village of Twin Lakes, the Police Department and/or Fire Department have the right to cancel an event due to inclement weather or any safety risk.

All parks and public spaces must be left the way they were originally found. A check is required to be placed on file with the Clerk's Office should the park or public space incur any damage or has not been cleaned up. Any charges will be communicated to the applicant prior to processing.

OCT 27 2001



Village of Twin Lakes
108 E. Main St. P.O. Box 1024
Twin Lakes Wi 53181
262-877-2858

For Office Use Only

Date Received: _____
 1st, 2nd, & 3rd Choice Interest:
 1. _____
 2. _____
 3. _____

8.)6.)3.

APPLICATION FOR APPOINTMENT
To a Board, Commission or Committee

Personal

HACKBARTH JON J
 Last Name First Name M.I. Home Telephone Number

131 LANCE DR #5 TWIN LAKES WI 53181
 Street Address City State Zip E-mail address

CITY OF KENOSHA _____ PUBLIC WORKS
 Place of Employment Work Telephone Number Occupation

1 YR. _____ Yes No
 Length of Residency in Twin Lakes Are you a registered voter of Twin Lakes?

Have you ever served as a member of any Village of Twin Lakes Board, Commission or Committee? NO

If yes, specify which one and the approximate dates of service.

APPOINTMENT PREFERENCE (Please indicate 1st, 2nd, and 3rd choice)

_____ Board of Appeals	_____ Twin Lakes Library Board
_____ Board of Review	<u>1</u> _____ Park Commission
_____ Cemetery Board	_____ Plan Commission
_____ Election Board	_____ Police Commission
_____ Ethics Board	_____ Community Growth Committee
_____ Housing Committee	_____ Lake Protection Committee

Education and Training

School	Name and Location of School	Course of Study	No. of Years Completed	Did You Graduate?	Degree or Diploma
College					
Business/Trade/Technical	NRPA obtained CPSI	CPSI	5	YES	DEGREE
High School	ST. JOSEPH KENOSHA, WI		4	YES	DIPLOMA

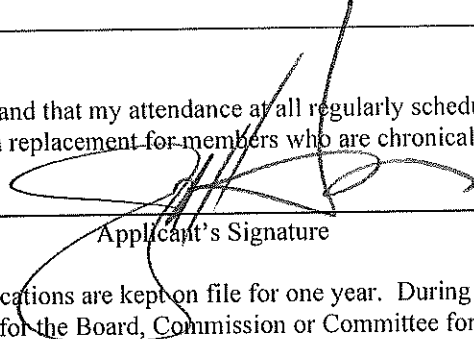
Community/Volunteer Experience (List any civic or community activities in which you have been involved.)

COMMUNITY PLAYGROUND BUILD - KENOSHA

HABITAT FOR HUMANITY

SOUP KITCHENS ETC.

I understand that my attendance at all regularly scheduled meetings is critical and that the Village President may appoint a replacement for members who are chronically absent from regular meetings.


10/27/2021
 Applicant's Signature Date

All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the Board, Commission or Committee for which you have applied. *Note: You must reside within the Village of Twin Lake to be considered for appointment.

- ▶ Please Notify the Clerk's Office at 262-877-2858 if you move or no longer wish to be considered for appointment.
- ▶ Please feel free to attach a resume and/or copies of any certificates pertinent to the appointment you are seeking.
- ▶ Mail or deliver your application to: Village of Twin Lakes 108 E. Main Street P.O. Box 1024 Twin Lakes WI 53181

For Office Use Only
Appointed To: _____ Date Appointed: _____