

OFFICE OF CITY CLERK

CITY OF RICHLAND CENTER

450 S. MAIN ST., -- PHONE 608-647-3466  
RICHLAND CENTER, WI 53581

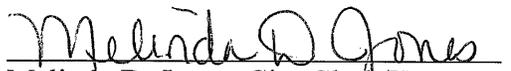
OFFICIAL PUBLIC NOTICE  
MEETING OF THE COMMON COUNCIL

AGENDA

Tuesday, January 20, 2015 at 7:30 P.M. in the Council Room of the  
Municipal Building at 450 S. Main Street.

1. Pledge of Allegiance; Roll Call for the meeting, determine whether a quorum is present; determine whether this meeting has been properly noticed.
2. Entertain a motion to waive the reading of the minutes of the last meeting in lieu of printed copies and to approve said minutes or correct and approve said minutes.
3. Public Comments. *No Council action will be taken on any matter originating under this item.*
4. City events and Citizen's concerns to be discussed at a future meeting.
5. Alderpersons Concerns to be discussed at a future meeting.
6. City and Utility Department Head Concerns. Police Chief's Report. *No Council action will be taken.*
7. Finance Committee Recommendations:
  - a. Consider and possible approval to purchase laptop computer for squad car through State program.
  - b. Consider and possible action on request from NHS for distribution in full of 2015 appropriation
  - c. Consider and possible action on amendment to Ehlers contract regarding full disclosure.
8. Utility Commission Recommendations:
  - a. Consider and possible action on pay application from James Peterson Sons, Inc. for construction of the force main to the WWTF under Contract B.
  - b. Consider and possible action on pay application from Staab Construction Corporation for construction of the WWTF & Lift Station under Contract A #RC-55.
9. Discussion on 2015 Tourism Budget.
10. Appointments to Boards and Commissions and Confirm appointments.
11. Zoning Permits / Street Cutting Permits.
12. Payment of Monthly Bills.
13. Mayor Correspondence and Comments.
14. Alderpersons Rakow through Dilley – reports, etc.
15. Departments and Utility – reports, etc.
16. The Council may move into closed session pursuant to §19.85(1)(b) and (c), Stats., to consider dismissal, demotion, or discipline and performance evaluation data and information of an employee under its jurisdiction.
17. Closed Session
18. Motion to reconvene into open session to vote on matters pertaining to closed session matters set forth under item number 16.
19. Adjourn.

Posted this 15th day of January, 2015 at 4:30 P.M. Copy to the official newspaper the Richland Observer

  
Melinda D. Jones, City Clerk/Treasurer

Please Note: Any person requiring additional services to participate in the public meeting may contact the City Clerk's office at 608-647-3466.

# BAYCOM

serious mobility  
when it matters most

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**TIM COONEY**  
2040 RADISSON ST.  
GREEN BAY, WI 54302  
PHONE: 920-544-4282  
FAX: 920-468-8615  
EMAIL: [tcooney@baycominc.com](mailto:tcooney@baycominc.com)

**RICHLAND CENTER POLICE DEPT.**  
**JOHN ANNEAR**  
470 MAIN ST.  
RICHLAND CENTER, WI 53581  
608-647-2103  
1/5/2015  
[annear@rcpolice.net](mailto:annear@rcpolice.net)

**QUOTE NO. TC20150105G**

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:  
**EQUIPMENT DETAILS AND PRICING**

QTY	MODEL AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
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**D.O.A. STATE CONTRACT # 11-20454-001**

1	Panasonic Toughbook CF-31 <b>Intel Core i5-3340M 2.7GHz Processor</b> <b>13.1" Transmissive Touchscreen Display-1100 Nit</b> <b>4GB SDRAM</b> <b>500GB Hard Drive w/ Heater</b> <b>Intel Advanced-N 6200 WLAN 802.11a/b/g/n</b> Bluetooth Ethernet NIC 10/100/1000 AC Power Adapter Windows 7 Pro <b>Emissive Backlit Keyboard</b> 3 Year Parts & Labor Warranty - Preferred	\$3,410.00	\$3,410.00
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**OPTIONS:**

- CD/DVD Super Drive: \$315.00 each
- 1 Year Extended Warranty: \$189.00 each
- 2 Year Extended Warranty: \$298.00 each
- 3 Year No Fault Warranty Upgrade: \$225.00 each
- 1 Year Warranty Extension with No Fault: \$449.00 each
- 2 Year Warranty Extension with No Fault: \$709.00 each
- 4GB Additional Memory: \$109.00 each
- Add Fingerprint Reader: \$139.00 each
- Add Integrated GPS: \$325.00 each
- Add Integrated 4G LTE WWAN: \$285.00 each
- CF-30/31 Docking Station: \$459.00 each
- Docking Station Power Supply: \$124.00 each

<b>EQUIPMENT COST:</b>	<b>\$3,410.00</b>
<b>SHIPPING:</b>	<b>Included</b>

Payment With Order: Net 10 Day  
Quotation Good Throughout 2015

**Approved By:**

Your Signature Is An Agreement To Purchase And An Acceptance Of The Above Terms  
All of the information listed on this proposal is confidential and proprietary information.  
If You Have Any Questions Please Contact Tim Cooney at (920) 544-4282



January 8, 2014

Attention: Melinda Jones, City Clerk/Treasurer/Zoning Administrator

I am writing to follow up on our communication to request the Richland Center City Council at the next council meeting consider and approve our request to allocate now our full \$15,000 2015 City of Richland Center approved operating funding.

NHS of Southwest Wisconsin experiences budget cash flow challenges in January and February the most across the year with limited local and state funding available as we wait for NeighborWorks America operating and program grants to arrive here usually in late February to early March. We are requesting City of Richland Center allocated funding now in order to better assist our financial work to avoid using our scarce operating reserves during this time period.

We have also made a similar request to Richland County Government which is now under consideration.

Local government assistance and flexibility on the timing of our allocation will be greatly appreciated and will strengthen our partnership.

My special thanks to the City of Richland Center for your consideration of this proposal. Please let me know if you have any questions or I can be of further assistance.

Respectfully at your service,

*Terry Testolin*

Terry Testolin – NHSSW Executive Director

Cc: Barry Ziegahn – NHSSW Board President

Dawn Elliot - City Council Member/ NHSSW Board Member

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January 5, 2015

Melinda Jones  
Clerk/Treasurer  
City of Richland Center  
450 S. Main Street  
Richland Center, Wisconsin 53581

Re: Letter of Engagement to Retain Ehlers as Dissemination Agent for Issuer Continuing Disclosure Required Under Securities and Exchange Commission (SEC) Rule 15c2-12 (the "Rule")

As an issuer of municipal securities, the City ("Issuer") is required to comply with all continuing disclosure obligations enumerated in the Continuing Disclosure Agreement/Certificate/Undertaking (CDU) associated with each issue of securities subject to the Rule. Many Issuers have CDUs that vary significantly from one CDU to another. Ehlers & Associates, Inc. ("Ehlers") has been helping you comply with all CDU obligations as Issuer's Dissemination Agent. Fulfilling this obligation requires research, preparation and filing of disclosure reports within specific time frames.

This Letter of Engagement ("Letter") is being presented to memorialize and clarify the terms of the Issuer's engagement of Ehlers as the Issuer's Dissemination Agent. In this regard, Ehlers agrees to provide Issuer with those services described in Appendix A ("Services"). Ehlers shall be entitled to compensation by the Issuer also as described in Appendix A.

~~This Letter shall be effective as of the date of its execution by the Issuer and shall remain in effect for a period of one (1) year (the "Initial Term"). This Letter shall renew automatically on each anniversary of the effective date of this Letter (each an "Additional Term").~~ Notwithstanding the foregoing, this Letter may be terminated by either party upon sixty (60) days prior written notice. The Initial Term and each Additional Term shall collectively be referred to herein as the "Term".

In order to perform the engagement, Issuer agrees to provide Ehlers all documents and information as are deemed necessary to fulfill the Issuer's reporting requirements under each respective CDU, and within the applicable timeframe(s) ("Disclosure Information"). With respect to Issuer's obligation to report the occurrence of any event for which a material event notice ("Event Notice") is to be filed, Issuer shall provide Disclosure Information related to the event to Ehlers within five (5) days of its occurrence. All other ~~Disclosure Information must be provided to Ehlers within fourteen (14) days of Issuer's receipt of any such request from Ehlers.~~ If Issuer fails to provide any Disclosure Information to Ehlers in accordance with the foregoing, Ehlers shall not be held liable for any reason in the event that any necessary disclosure filing is

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not disseminated to the appropriate party within the applicable timeframe(s). Further, if for any reason Issuer fails to provide required Disclosure Information to Ehlers in accordance with the foregoing and Issuer's delay results in any disclosure filing being after a stated deadline, Ehlers shall, without further direction or instruction from Issuer, file a notice(s) with the applicable recipient submitting information provided by Issuer, if any, and/or describing the failure and providing any other information as Ehlers deems appropriate.

Ehlers shall deem all Disclosure Information provided to it by the Issuer to be accurate and free of defect, as well as not containing any material misstatements, falsehoods, or omissions of fact. Issuer acknowledges that Ehlers shall be entitled to rely on all Disclosure Information provided by the Issuer without further investigation as to its completeness or accuracy.

Issuer shall indemnify, hold harmless and defend Ehlers from and against any damages, costs or other liabilities (including reasonable attorneys' fees) arising from or relating to any breach of this Letter by Issuer, including, but not limited to, damages, costs and other liabilities arising out of any Disclosure Information received and disseminated by Ehlers. Further, in no event shall Ehlers' total aggregate liability under this Letter be in excess of the amount of fees paid by Issuer to Ehlers during the Term then in effect notwithstanding anything contained herein. In addition, Issuer acknowledges that Ehlers shall not be responsible and/or liable for any errors, misstatements or omissions associated with any continuing disclosure report or filing, or for the correction thereof, that was prepared or disseminated by any party other than Ehlers.

This Letter constitutes the entire agreement between the parties and is intended to supersede any and all agreements, whether oral or written, between the parties that were entered into relative to the subject matter hereof prior to the effective date of this Letter. No amendment or modification of this Letter shall be deemed valid unless made in writing and signed by both parties.

Our records show that Issuer is subject to Full CDU's. Ehlers will continue to act as Issuer's Dissemination Agent for the CDU's we have been handling.

This Letter covers these securities and any subsequent securities for which Ehlers has acted as the Municipal Advisor. The Issuer may request in writing that Ehlers act as the Dissemination Agent on any future securities subject to the Rule not involving Ehlers.

If our engagement under the terms of this Letter is acceptable, please sign this Letter in the appropriate signature block below and return a signed copy to us for our records. If, however, you do not wish to engage our services, please note that election and return a copy of this Letter to us.

Please contact me if you have any questions or would like to discuss our engagement further.

Sincerely,

Ehlers

James A. Mann, CIPFA  
Senior Financial Advisor

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**SO ACCEPTED BY ISSUER**

Issuer hereby accepts this Letter and engages Ehlers to provide the services noted herein and executes this Letter as of the date noted below:

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Name: \_\_\_\_\_ Date: \_\_\_\_\_

**SO DECLINED BY ISSUER**

Issuer hereby acknowledges that it will be responsible for updating and submitting all necessary continuing disclosure reports and filings as may be required of Issuer without the assistance of Ehlers. Issuer further acknowledges and agrees that Ehlers assumes no responsibility for the compilation and/or submission of any such continuing disclosure reports or filings.

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Name: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX A**

**EHLERS DISSEMINATION AGENT SERVICES AND FEES**

Ehlers' continuing disclosure services are designed to assist the Issuer in meeting its continuing disclosure obligations. Depending on the size of a transaction and the total amount of debt outstanding at the time of issuance, different debt issues may be subject to different reporting requirements. Ehlers will provide the services identified below, which are reflective of the Issuer's requirements under its respective Continuing Disclosure Undertaking (CDU). In no event will Ehlers assist Issuer with assessing whether information provided or omitted as part of an annual filing is "material" or whether an event is "material" under the federal securities laws requiring the filing of an event notice pursuant to a CDU. If the Issuer accepts this letter and engages Ehlers as the Dissemination Agent, Ehlers shall provide the following services and charge the following fees:

**Full Disclosure Services.**

**Background**

Since 1995, Securities and Exchange Commission (SEC) rule 15c2-12 (the "Rule") has required underwriters of municipal securities to ensure that issuers are obligated to provide periodic reporting of specific information with respect to certain issues of municipal securities. An issuer is classified as a "full disclosure" reporting entity when it issues securities subject to the Rule in an amount of \$1 million or more, and further provided that total securities subject to the Rule and currently outstanding exceed \$10 million. Full disclosure reporting entities must:

- File reports consisting of specific information at least annually with the Municipal Securities Rulemaking Board's (MSRB) Electronic Municipal Market Access (EMMA) system (<http://emma.msrb.org>).
- File "Event Notices" regarding enumerated events specified in SEC rules and CDUs within 10 business days of occurrence. Event Notices are filed through the same EMMA system.

**Description of Services**

Issuer engages Ehlers to provide the following services in connection with the preparation and dissemination of Issuer's continuing disclosure reports and Event Notice filings in connection with all outstanding debt issues of Issuer subject to the Rule and for which continuing disclosure reports or filings are required. During the Term of the engagement, Ehlers shall provide the services hereinafter described with respect to all existing and future securities of the Issuer subject to the Rule and having continuing disclosure requirements. Ehlers shall provide these services for any other securities of the Issuer when requested in writing by the Issuer.

**Annual Filings, or More Frequently, if Required**

- a. Review and catalog of all Continuing Disclosure Agreement/Certificate/Undertaking (CDU)'s of Issuer relative to current and future issues of securities subject to the Rule.
- b. Creation of a timetable for the anticipated schedule of events relating to the preparation of Issuer's annual (or more frequently, if required) continuing disclosure report.
- c. Collection of information from third parties and Issuer, as applicable, to the extent necessary to prepare the annual (or more frequently, if required) continuing disclosure report.
- d. Preparing the annual (or more frequently, if required) continuing disclosure report in a standardized format acceptable for submission to the EMMA system, or any future industry standard.
- e. Submission of the annual (or more frequently, if required) continuing disclosure report and any Event Notices to the designated recipient based on the applicable CDU's of Issuer and all laws, rules and regulations relative thereto.

- f. Delivering a copy of any report or notice submitted in accordance with (e. above) to Issuer for its records, as well as confirmations of receipt of filing(s).
- g. Respond to Underwriter/Investor inquiries and requests.
- h. Providing recommendations to Issuer relating to future continuing disclosure related matters.

**Event Notices**

- a. Informing Issuer of the types of events that may require the filing of an "Event Notice" and the required reporting period for such notices.
- b. Notifying Issuer of any information Ehlers discovers that may require the filing of an Event Notice, and preparation and filing of the required Event Notice.
- c. Upon notification by Issuer of any circumstances that may require the filing of an Event Notice, preparing, filing, and providing confirmation of filing the required Event Notice.

**Description of Fees**

Full Disclosure Services fees shall be assessed as follows:

Number of Issuer Continuing Disclosure Undertakings	Annual Fee
One (1) to three (3) CDU's	\$2,800
Four (4) to six (6) CDU's	\$3,300
Seven (7) or more CDU's	\$3,800

Plus any out of pocket expenses.

Special Circumstances

If an Issuer's CDU requires periodic filings (quarterly or semiannually) in addition to the annual filings, a fee of \$500 per required CDU filing shall be assessed.

Limited Disclosure Services.

**Background**

In 2009, the Securities and Exchange Commission put into place revised rules regarding a limited scope of continuing disclosure requirements for certain municipal securities issuers. These rules apply to any securities issued on or after July 1, 2009 in amounts of \$1 million or more and where the Issuer's total amount of principal outstanding and subject to the Rule is less than \$10 million upon issuance. Any issuer meeting the aforementioned parameters must comply with a limited disclosure undertaking and file annual reports. Issuers subject to limited disclosure requirements must file audited financial statements (or unaudited financial statements if allowed under a CDU) on an annual basis, rather than both financial statements and operating and statistical data.

**Description of Services**

Ehlers shall provide the following services in connection with the preparation and dissemination of Issuer's continuing disclosure reports and Event Notice filings for all current and future outstanding securities of Issuer subject to the Rule and for which continuing disclosure reports or filings are required. During the Term of the engagement, Ehlers shall provide the services hereinafter described with respect to all future issuances for which Ehlers provides municipal advisory services and that have continuing disclosure requirements. Ehlers will also provide these services for any other issues when requested in writing by the Issuer.

Services to be provided are as follows:

**Annual Filings**

- a. Review of all Continuing Disclosure Agreement/Certificate/Undertaking (CDU)'s of Issuer relative to currently outstanding issuances.
- b. Creation of a timetable for the anticipated schedule of events relating to the dissemination of Issuer's annual updated financial information and operating data.
- c. Submitting the Issuer's annual financial statements to the designated recipient thereof based on the applicable CDU's of Issuer and all laws, rules and regulations relative thereto.
- d. Delivering a copy of any report or notice submitted in accordance with (c above) to Issuer for its records.
- e. Respond to Underwriter/Investor inquires and requests.
- f. Providing recommendations to Issuer relating to future continuing disclosure related matters.

**Event Notices**

- a. Informing Issuer of the types of events that may require the filing of an "Event Notice".
- b. Notifying Issuer of any information Ehlers discovers that may require the filing of an Event Notice, and preparation and filing of the required Event Notice.
- c. Upon notification by Issuer of any circumstances that may require the filing of an Event Notice, prepare and file the required Event Notice.

**Description of Fees**

Limited Disclosure Services shall be provided annually for a fee of \$750.

**Future Fee Changes**

Ehlers reserves the right to adjust fees during the Term of the engagement without prior consent of the Issuer, but not more than annually. Prior to any fee adjustments, the Issuer will be notified in writing of the revised fees and their effective date.

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## APPENDIX B

### EVENT NOTICES

If any one of the listed events occurs in relation to the Issuer and/or any of the Issuer's securities subject to this agreement, you must notify Ehlers at the earliest possible time to discuss the applicability and the need for any filing of an Event Notice. The Issuer may also wish to discuss the matter with its legal counsel to gauge materiality of any occurrence.

#### **Mandatory Event Notices**

- Principal and interest payment delinquencies
- Non-payment related defaults, if material
- Unscheduled draws on debt service reserves reflecting financial difficulties
- Unscheduled draws on credit enhancements reflecting financial difficulties
- Substitution of credit or liquidity providers or their failure to perform
- Adverse tax opinions, IRS notices or material events affecting the tax status of the security
- Modifications to rights of security holders, if material
- Bond calls, if material
- Defeasances
- Release, substitution or sale of property securing repayment of the securities, if material
- Rating changes
- Tender offers
- Bankruptcy, insolvency, receivership or similar event of the obligated person
- Merger, consolidation, or acquisition of the obligated person, if material
- Appointment of a successor or additional trustee, or the change of name of a trustee, if material

#### **Additional / Voluntary Event-Based Disclosures**

- Amendment to continuing disclosure undertaking
- Change in obligated person
- Notice to investors pursuant to bond documents
- Certain communications from the Internal Revenue Service
- Secondary market purchases
- Bid for auction rate or other securities
- Capital or other financing plan
- Litigation / enforcement action
- Change of tender agent, remarketing agent, or other on-going party
- Derivative or other similar transaction
- Other event-based disclosures

# Contractor's Application for Payment No. 5

To (Owner): City of Richland Center Project: 2014 Wastewater Facilities, Contract B-Force Main and Outfall Piping Owner's Contract No.:	Application Period: November 22, 2014 through December 19, 2014 From (Contractor): James Peterson Sons, Inc. Via (Engineer): Town & Country Engineering, Inc. Eng Contractor's Project No.: RC-56
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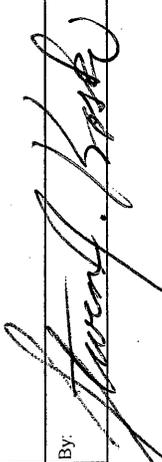
### Application For Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions
1	\$38,833.00	
2	\$67,863.45	
TOTALS:		
NET CHANGE BY CHANGE ORDERS		\$106,696.45

1. ORIGINAL CONTRACT PRICE..... \$ 4,735,692.60
2. Net change by Change Orders..... \$ 106,696.45
3. Current Contract Price (Line 1 ± 2)..... \$ 4,842,389.05
4. TOTAL COMPLETED AND STORED TO DATE  
(Column F on Progress Estimate)..... \$ 3,681,213.38
5. RETAINAGE:
  - a. 5.0% X \$ 3,480,087.75 Work Completed..... \$ 174,004.00
  - b. 5.0% X \$201,125.63 Work Stored..... \$ 10,056.00
  - c. Total Retainage (Line 5a + Line 5b)..... \$ 184,060.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 3,497,153.38
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 3,284,856.13
8. AMOUNT DUE THIS APPLICATION..... \$ 212,297.25
9. BALANCE TO FINISH, PLUS RETAINAGE  
(Column G on Progress Estimate + Line 5 above)..... \$ 1,345,235.67

### Contractor's Certification

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

By:  Date: 12-24-14

Payment of: \$ 212,297.25  
 (Line 8 or other - attach explanation of the other amount)

is recommended by:  (Date) 1-2-2015  
 (Engineer)

Payment of: \$ 212,297.25  
 (Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Date) \_\_\_\_\_  
 (Owner)

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

Endorsed by the Construction Specifications Institute.

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**Contractor's Application for Payment No. 7**

<b>To (Owner):</b> CITY OF RICHLAND CENTER	<b>Application Period:</b> 11/28/14 to 12/22/2014
<b>Project:</b> 4473- RICHLAND CENTER WWTF	<b>From (Contractor):</b> Staab Construction Corporation
<b>Owner's Project No.:</b>	<b>Contract:</b> RC-55
	<b>Contractor's Project No.:</b> 4473-
	<b>Engineer's Project No.:</b> RC-55
	<b>Via (Engineer):</b> TOWN & COUNTRY ENGINEERING INC.
	<b>Application Date:</b> 12/22/14

**Application for Payment**

**Change Order Summary**

Change Orders approved in Previous months by Owner:	\$0.00	\$0.00		
Number	Additions		Deductions	
		0.00		0.00
<b>TOTALS</b>		<b>\$0.00</b>		<b>\$0.00</b>
<b>Net Change by Change Orders</b>		<b>\$0.00</b>		<b>\$0.00</b>

1. ORIGINAL CONTRACT PRICE ..... \$20,052,000.00
2. Net Change By Change Orders ..... \$0.00
3. Current Contract Price (Line 1+2) ..... \$20,052,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on Progress Estimate) ..... \$5,455,894.18
5. RETAINAGE:
  - a. 5.00% of work completed \$241,418.01
  - b. 5.00% of Stored Material \$31,376.70
  - c. Total Retainage (Line 5a = 5b) ..... \$272,794.71
6. AMOUNT ELEGIBLE TO DATE (Line 4 - Line 5c) ..... \$5,183,099.47
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) ..... \$4,508,136.65
8. AMOUNT DUE THIS APPLICATION ..... \$674,962.82
9. BALANCE TO FINISH, PLUS RETAINAGE ..... \$14,868,900.53  
(Column H on Progress Estimate + Line 5 above)

Payment of: **\$ 674,962.82**

is recommended by: *Michael M. Lee* (Engineer) 1-2-2015 (Date)

Payment of: **\$ 674,962.82**  
Line 8 or other - attach explanation of other amount

is approved by: \_\_\_\_\_ (Owner)  
Line 8 or other - attach explanation of other amount

Payment of: **\$ 674,962.82**  
Line 8 or other - attach explanation of other amount

Approved by: \_\_\_\_\_ (Funding Agency (if applicable))

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

**STAAB CONSTRUCTION CORPORATION**  
By: *Benjamin J. Lee* **Benjamin J. Lee, Vice President** Date: 12/29/14

Endorsed by the Construction Specifications Institute.

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### 2015 Tourism Budget

Revenue:

Room Tax Revenue	\$76,000.00
Carry over from 2014	<u>\$56,726.70</u>
Total Revenue:	\$132,726.70

Expenditures:

Event Sponsorship / Marketing	\$30,000.00
Travel / Conferences / Education	\$ 3,000.00
Marketing / General Advertising / Promotions / Printing / Web Site	\$40,000.00
Destination Marketing – Specific Attractions	\$32,000.00
Administration:	
City	\$ 5,000.00
Hotels	\$ 2,000.00
Carry over	<u>\$20,726.70</u>
	\$132,726.70

Statute indicates 70% of funds must be used on tourism promotional and development which equals \$92,908.69. Total proposed is \$102,000.00.