

CITY OF SPARTA
SPECIAL COMMON COUNCIL AGENDA
August 28, 2018

CITY HALL

6:00 P.M.

CALL MEETING TO ORDER

ROLL CALL

RESOLUTIONS

Resolution Authorizing Mayor and City Clerk to Execute Deed (New Investment Property Solutions, LLC)

**Resolution Authorizing Mayor and City Clerk to Execute Covenant and Agreement to Repurchase
Resolution Authorizing the Issuance of \$3,900,000 General Obligation Promissory Notes and the
Issuance and Sale of a \$3,900,000 Taxable Note Anticipation Note in Anticipation Thereof**

OTHER BUSINESS

Consideration of Squad Car Bids

Motion to go into CLOSED SESSION per Wis. Stats. 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Re: Municipal Court

Adjourn from Closed Session

Posted: 8-23-18

**RESOLUTION AUTHORIZING MAYOR AND
CITY CLERK TO EXECUTE DEED**

WHEREAS, the Finance Committee has recommended that certain City owned property be transferred to New Investment Property Solutions, LLC and

WHEREAS, the transfer is pursuant to a development agreement between the City of Sparta and the Grantee,

NOW THEREFORE, BE IT RESOLVED, BY THE COMMON COUNCIL OF THE CITY OF SPARTA, MONROE COUNTY, WISCONSIN, that the Mayor and City Clerk are hereby authorized to execute and deliver to New Investment Property Solutions, LLC a Warranty Deed in the form of Exhibit A hereto, which is annexed and incorporated by reference.

Dated this 28th Day of August, 2018.

OFFERED BY:

Alderman

APPROVED BY:

Ronald Button, Mayor

CERTIFICATE

I, the undersigned City Clerk of the City of Sparta, Monroe County, Wisconsin, hereby certify that the foregoing resolution was adopted by the Common Council held at the City Hall in Sparta, Wisconsin, on the 28th Day of August, 2018.

WITNESSETH my hand and the seal of the City this 28th Day of August, 2018.

Julie Hanson, City Clerk

(CORPORATE SEAL)

Signature of Julie Hanson authenticated on _____, 2018.

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between City of Sparta, A Wisconsin Municipal Corporation

_____ ("Grantor," whether one or more),
and New Investment Property Solutions, LLC

_____ ("Grantee," whether one or more).
Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Monroe County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Lot one (1) of Certified Survey Map, Document No. 529653, 16 CSM 198 Recorded September 19, 2003 in the Office of Register of Deeds, Monroe County, Wisconsin.

Subject to a condition subsequent with a power in the Grantor to reacquire by reason of breach of the conditions set forth in an agreement between Grantor and Grantee dated July 26, 2017.

Exempt from return under sec. 77.25(2) Wis. Stats.

Recording Area

Name and Return Address
James A. Hellman
201 W. Oak St.
Sparta, WI 54656

281-02513-9916

Parcel Identification Number (PIN)

This is not _____ homestead property.
(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: Subject to all covenants, conditions, restrictions, easements and rights of record.

Dated August 28, 2018

_____(SEAL) _____(SEAL)
* Ronald Button, Mayor *

_____(SEAL) _____(SEAL)
* Julie Hanson, City Clerk *

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s)
authenticated on _____

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

* James A. Hellman
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

Personally came before me on _____,
the above-named _____
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:

James A. Hellman
201 W. Oak St., Sparta, WI 54656

* _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

© 2003 STATE BAR OF WISCONSIN

FORM NO. 1-2003

* Type name below signatures.

RESOLUTION AUTHORIZING MAYOR AND CITY CLERK TO EXECUTE COVENANT AND AGREEMENT TO REPURCHASE

WHEREAS, the Finance Committee has recommended that the City enter into a Covenant and Agreement to Repurchase property with New Investment Property Solutions, LLC,

NOW THEREFORE, BE IT RESOLVED, BY THE COMMON COUNCIL OF THE CITY OF SPARTA, MONROE COUNTY, WISCONSIN, that the Mayor and City Clerk are hereby authorized to execute on behalf of the city the annexed Covenant and Agreement to Repurchase which is incorporated in this resolution by reference

Dated this 28th Day of August, 2018.

OFFERED BY:

Alderman

APPROVED

Ronald Button, Mayor

COVENANT AND AGREEMENT TO REPURCHASE

THIS AGREEMENT is entered in this ___ day of _____, 2018 between the City of Sparta, a municipal corporation under the laws of the State of Wisconsin ("Sparta"); and New Investment Property Solutions, LLC.

RECITALS:

- A. Sparta has conveyed to New Investment Property Solutions, LLC. a vacant lot located in the County of Monroe, State of Wisconsin, and legally described as follows:

Lot one (1) of Certified Survey Map, Document No. 529653, 16 CSM 198 Recorded September 19, 2003 in the office of the Register of Deeds, Monroe County, Wisconsin.

Tax parcel 281-02513-9916 (2.00 acres)

- B. The Property is part of an industrial/commercial development area developed by Sparta.
- C. The Property was sold to New Investment Property Solutions, LLC. not to hold for investment or resale, but with the intent that New Investment Property Solutions, LLC. will proceed with construction of the Property consistent with development plans it presented to Sparta.
- D. The Parties agreed that as part of the purchase and sale, New Investment Property Solutions, LLC. would covenant and agree with Sparta New Investment Property Solutions, LLC. will commence construction of an office and/or manufacturing facility of at least \$300,000 in assessed value within one year of the date of the acquisition of the Property and complete said construction within eighteen (18) months of commencement, and that if New Investment Property Solutions, LLC. fails to so commence and complete construction within such time periods, Sparta may repurchase the property for the price paid by New Investment Property Solutions, LLC. In the event of a reasonable unforeseen delay, the parties may extend these time periods by mutual agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- I. New Investment Property Solutions, LLC. covenants and agrees that New Investment Property Solutions, LLC. will commence construction of the Property within one year of the date of this agreement and complete said construction within eighteen (18) months of commencement, provided, however, the parties

may extend these time periods by mutual agreement in the event of reasonable unforeseen delays.

2. In the event New Investment Property Solutions, LLC. fails to commence and complete construction as required in Paragraph 1 above New Investment Property Solutions, LLC. and Sparta agree that Sparta may repurchase the Property. Such repurchase shall be accomplished by:
 - a. New Investment Property Solutions, LLC. executing and delivering a Warranty Deed (Deed), conveying the Property to Sparta, free and clear of any liens or encumbrances, save and except easements and restrictions of record as of the date hereof, and installments of real estate taxes and special assessments which are not yet due and payable as of the date of the reconveyance to Sparta;
 - b. Sparta paying New Investment Property Solutions, LLC. the sum of \$1.
3. The closing on such repurchase shall take place within 90 days after the expiration of the period described in Paragraph 1 above at a place in Monroe County, Wisconsin, to be designated by Sparta.
4. In the event New Investment Property Solutions, LLC. breaches New Investment Property Solutions, LLC. obligation in regard to such repurchase by failing to deliver the deed or otherwise, Sparta shall be entitled to all rights and remedies provided by law, including but not limited to specific performance; and in the event of such breach shall be entitled to reasonable attorney fees and costs in addition to any damages.
5. In the event New Investment Property Solutions, LLC. assessed value for improvements on the parcel are less than \$300,000, New Investment Property Solutions, LLC. agrees to be specially assessed for the difference between the assessed value of the improvements on the parcel and the \$300,000 guaranteed improvements multiplied by the current tax rate in the City of Sparta. Said special assessment will continue annually until the TIF incentive of \$35,000 has been fully recaptured.
6. This Agreement shall be binding upon the parties, their successors and assigns, and the covenant and repurchase obligation set forth herein shall run with the Property.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF
\$3,900,000 GENERAL OBLIGATION PROMISSORY NOTES
AND THE ISSUANCE AND SALE OF A \$3,900,000 TAXABLE
NOTE ANTICIPATION NOTE IN ANTICIPATION THEREOF

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Sparta, Monroe County, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of grading and other improvements related to development of the City's business park (the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, cities are authorized by the provisions of Chapter 67, Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and covenant to issue general obligation promissory notes (the "Securities") to provide permanent financing for the Project;

WHEREAS, the Securities have not yet been issued or sold;

WHEREAS, cities are authorized by the provisions of Section 67.12(1)(b), Wisconsin Statutes, to issue note anticipation notes in anticipation of receiving the proceeds from the issuance and sale of the Securities;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance and sale of a note anticipation note pursuant to Section 67.12(1)(b), Wisconsin Statutes (the "Note"), in anticipation of receiving the proceeds from the issuance and sale of the Securities, to provide interim financing to pay the cost of the Project;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue the Note on a taxable rather than tax-exempt basis;

WHEREAS, the City was duly organized and is validly existing and operating under and by virtue of the laws of the State of Wisconsin; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell the Note to ZB, N.A. (the "Purchaser"), pursuant to the terms and conditions of the Preliminary Private Placement Memorandum attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Issuance of Securities. The City hereby authorizes the issuance and declares its intention and covenants to issue the Securities pursuant to the provisions of Chapter 67, Wisconsin Statutes, in an amount sufficient to retire any outstanding note anticipation notes issued for the purpose of paying the cost of the Project. There is hereby levied on all the taxable property in the City a direct, annual, irrevocable tax sufficient to pay the interest on said Securities as it becomes due, and also to pay and discharge the principal thereof.

Section 2. Authorization and Sale of the Note. In anticipation of the sale of the Securities, for the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(1)(b), Wisconsin Statutes, the principal sum of THREE MILLION NINE HUNDRED THOUSAND DOLLARS (\$3,900,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Note in the principal amount of THREE MILLION NINE HUNDRED THOUSAND DOLLARS (\$3,900,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 3. Terms of the Note. The Note shall be designated "Taxable Note Anticipation Note"; shall be issued in the principal amount of \$3,900,000; shall be dated September 12, 2018 ; shall be in the denomination of \$100,000 or more; shall be numbered R-1; and shall bear interest at the rate per annum and mature on March 12, 2019 as set forth on the schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Schedule"). Interest shall be payable at maturity. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 4. Redemption Provisions. The Note is subject to redemption prior to maturity, at the option of the City, on December 12, 2018 or on any date thereafter. Said Note is redeemable as a whole or from time to time in part, at the principal amount thereof, plus accrued interest to the date of redemption. Before the redemption of the Note, unless waived by the registered owner, the City shall give notice of such redemption by registered or certified mail at least thirty (30) days prior to the date fixed for redemption to the Purchaser or registered owner of each Note to be redeemed, in whole or in part, at the address shown on the registration books.

Section 5. Form of the Note. The Note shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 6. Security. The Note shall in no event be a general obligation of the City and does not constitute an indebtedness of the City nor a charge against its general credit or taxing power. No lien is created upon the Project or any other property of the City as a result of the issuance of the Note. The Note shall be payable only from (a) any proceeds of the Note set aside for payment of interest on the Note as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds are hereby declared to constitute a special

trust fund, hereby created and established, to be held by the City Clerk or City Treasurer and expended solely for the payment of the principal of and interest on the Note until paid. The City hereby agrees that, in the event such monies are not sufficient to pay the principal of and interest on the Note when due, if necessary, the City will pay such deficiency out of its annual general tax levy or other available funds of the City; provided, however, that such payment shall be subject to annual budgetary appropriations therefor and any applicable levy limits; and provided further, that neither this Resolution nor any such payment shall be construed as constituting an obligation of the City to make any such appropriation or any further payments.

Section 7. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable Note Anticipation Note, dated September 12, 2018" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Note is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Note; (ii) any proceeds of the Note representing capitalized interest on the Note or other funds appropriated by the City for payment of interest on the Note, as needed to pay the interest on the Note when due; (iii) proceeds of the Securities (or other obligations of the City issued to pay principal of or interest on the Note); (iv) such other sums as may be necessary at any time to pay principal of and interest on the Note when due and which are appropriated by the Common Council for that purpose; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Note until all such principal and interest has been paid in full and the Note canceled; provided that such monies may be invested in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Said account shall be used for the sole purpose of paying the principal of and interest on the Note and shall be maintained for such purpose until the Note is fully paid or otherwise extinguished.

(C) Remaining Monies. When the Note has been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 8. Covenants of the City. The City hereby covenants with the owners of the Note as follows:

(A) It shall issue and sell the Securities as soon as practicable, as necessary to provide for payment of the Note;

(B) It shall segregate the proceeds derived from the sale of the Securities into the special trust fund herein created and established and shall permit such special trust fund to be used for no purpose other than the payment of principal of and interest on the Note until paid. After the payment of principal of and interest on the Note in full, said trust fund may be used for such other purposes as the Common Council may direct in accordance with law; and,

(C) It shall maintain a debt limit capacity such that its combined outstanding principal amount of general obligation bonds or notes or certificates of indebtedness and the \$3,900,000 authorized for the issuance of the Securities to provide for the payment of the Note shall at no time exceed its constitutional debt limit.

Section 9. Proceeds of the Note; Segregated Borrowed Money Fund. The proceeds of the Note (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Note into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Note. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Note has been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 10. Execution of the Note; Closing; Professional Services. The Note shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Note may be imprinted on the Note in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Note, at least one of the signatures appearing on the Note shall be a manual signature. In the event that either of the officers whose signatures appearing on the Note shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Note and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Note, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such

contract heretofore entered into in conjunction with the issuance of the Note is hereby ratified and approved in all respects.

Section 11. Payment of the Note; Fiscal Agent. The principal of and interest on the Note shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Note. The City shall cause books for the registration and for the transfer of the Note to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 13. Continuing Disclosure. The continuing disclosure requirements of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") are not applicable to the Note because the Purchaser will covenant that it will hold and not make a primary offering of the Note, or otherwise will establish an exception to the Rule relating to the Note.

Section 14. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Note in the Record Book.

Section 15. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded August 28, 2018.

Ronald Button
Mayor

ATTEST:

Julie Hanson
City Clerk

(SEAL)

EXHIBIT A

Proposal

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

Preliminary Private Placement Memorandum dated August 20, 2018

CITY OF SPARTA (the "City") Monroe County, Wisconsin

\$3,900,000 Taxable Note Anticipation Note (the "Note")

Par Amount: \$3,900,000
Award Date: Wednesday, August 29, 2018
Dated Date/Closing Date: Wednesday, September 12, 2018

Maturity Structure:

(March 12)	Amount	CUSIP ⁽¹⁾ Base 846748
2019	\$3,900,000	

⁽¹⁾CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Capital IQ. Copyright(c) 2018 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for services provided by CGS. CUSIP® numbers are provided for convenience of reference only. None of the City, the Placement Agent (defined herein), the Purchaser (defined herein) or their agents or counsel assume responsibility for the accuracy of such numbers.

Interest Rate (Fixed): 3.07%
Interest shall be payable at maturity on March 12, 2019. Calculated on a 30/360 day basis.

Purchase Price: Par.

Redemption Provision: The Note is subject to call and prior redemption on December 12, 2018 or any date thereafter, in whole or from time to time in part, at par plus accrued interest to the date of redemption upon 30 days prior written notice to the Purchaser.

Security: The Note is being issued pursuant to Section 67.12(1)(b) of the Wisconsin Statutes. The Note shall in no event be a general obligation of the City, and does not constitute an indebtedness of the City, nor a charge against its general credit or taxing power. The Note is payable only from (a) any proceeds of the Note set aside for payment of interest on the Note as it becomes due; and (b) proceeds to be derived from the issuance and sale of general obligation promissory notes which the City has covenanted to issue and which proceeds constitute a special trust fund to be held and expended solely for the payment of principal and interest on the Note.

Purpose: The proceeds from the sale of the Note will be used to provide interim financing for public purposes, including paying the cost of grading and other improvements related to development of the City's business park (the "Project").

Tax Status: Interest on the Note is included in gross income for present Federal income tax purposes.

Interest on the Note is not exempt from present Wisconsin income or franchise taxes

Authorization:

By way of a resolution to be adopted on August 29, 2018 (the "Resolution"), the Common Council will authorize the issuance of the Note, provide the details and form of the Note, and set out certain covenants with respect thereto. Pursuant to the Resolution, the Common Council will covenant to issue general obligation promissory notes as soon as practicable, as necessary to pay the Note. Additionally, the City has authority under Wisconsin Statutes to issue general obligation refunding bonds to pay the Note. The City will also covenant to maintain sufficient debt capacity to permit such notes or bonds to be issued.

Type of Note:

Typewritten note. (Not DTC eligible)

Population

	<u>Monroe County</u>	<u>City</u>
Estimate, 2017	46,109	9,881
Estimate, 2016	45,865	9,804
Estimate, 2015	45,494	9,741
Estimate, 2014	45,339	9,701
Census, 2010	44,673	9,522

Source: Wisconsin Department of Administration, Demographic Services Center.

Largest Taxpayers

Listed below are the largest taxpayers in the City.

<u>Taxpayer</u>	<u>Type of Business</u>	<u>2017 Assessed Valuation</u>	<u>2017 Equalized Valuation</u>
US Silica	Sand mining	\$16,448,100	\$18,548,604
Gundersen Clinic	Medical clinic	11,001,100	12,405,995
Wal-Mart	Retail	9,677,000	10,912,801
M&S McP, LLC	Manufacturing	7,633,900	8,608,787
Hormel Foods	Food processing & distribution	7,534,000	8,496,129
Mathy Construction	Construction	6,573,300	7,412,743
Time Enterprises	Car Dealership	5,606,000	6,321,914
Specialty Foods	Warehouse & distribution	5,509,200	6,212,752
MultiStack	A/C heating manufacturing	5,083,400	5,732,576
Sparta Hotel, Inc	Hotel	3,877,900	4,373,127
	TOTAL	\$78,943,900	\$89,025,429

The above taxpayers represent 14.93% of the City's 2017 Equalized Value (TID IN) (\$596,383,400).

Source: City of Sparta.

Set forth in the table below is a comparison of the outstanding indebtedness of the City, as of the closing date of the Note, as a percentage of the applicable debt limit.

Equalized Valuation (2018) as certified by Wisconsin Department of Revenue	\$631,258,100
Legal Debt Percentage Allowed	5.00%
Legal Debt Limit	\$31,562,905
General Obligation Debt Outstanding ⁽¹⁾	\$9,564,814
Unused Margin of Indebtedness	\$21,998,091
Percent of Legal Debt Incurred	30.30%
Percentage of Legal Debt Available	69.70%

⁽¹⁾ The Note is not a general obligation debt of the City and therefore is not included in the table above.

**Exemption from
Continuing Disclosure:**

The continuing disclosure requirements of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") are not applicable to the Note because the Note is being placed with the Purchaser, which is buying the Note for investment purposes, without a view to resell or reoffer the Note. No continuing disclosure undertaking will be entered into with respect to the Note.

The City expects to voluntarily submit information about the transaction through the Electronic Municipal Market Access ("EMMA") system's continuing disclosure service, located in the voluntary continuing disclosure category of "Financial/Operating Data – Investments/Debt/Financial Policy" (www.emma.msrb.org). However, there is no requirement to submit such information and the City may discontinue this practice in the future.

Issuer Contact:

Mr. Mark Sund, Treasurer
Phone: (608) 269-4340, Ext 222
E-mail: treas@spartawisconsin.org

Tax ID:

39-6005610.

Placement Agent:

Mr. Brad Viegut, Robert W. Baird & Co. Incorporated (the "Placement Agent")
Phone: (414) 298-7540 Fax (414) 298-7354
E-mail: bviegut@rwbaird.com

Ms. Rebekah Freitag, Robert W. Baird & Co. Incorporated
Phone: (414) 765-7031
E-mail: rfreitag@rwbaird.com

Ms. Lori Jackson, Robert W. Baird & Co. Incorporated
Phone: (414) 298-7513
E-mail: ljackson@rwbaird.com

Purchaser:

ZB, N.A.

Signature & Date:



Jonathan Baker

8/20/18

Date

City:

City of Sparta, Wisconsin

Signatures & Date:

Mayor

August 29, 2018

Date

City Clerk

August 29, 2018

Date

EXHIBIT B

Debt Service Schedule

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)



BOND DEBT SERVICE

City of Sparta
Taxable Note Anticipation Note - FINAL
Callable 12/12/18 or any date thereafter
Nonrated
ZB, N.A.

Dated Date 09/12/2018
Delivery Date 09/12/2018

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
09/12/2018 03/12/2019	3,900,000	3.070%	59,865	3,959,865	3,959,865
	3,900,000		59,865	3,959,865	3,959,865

EXHIBIT C

(Form of Note)

NUMBER	UNITED STATES OF AMERICA STATE OF WISCONSIN MONROE COUNTY CITY OF SPARTA TAXABLE NOTE ANTICIPATION NOTE	DOLLARS \$3,900,000
--------	---	--

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:

March 12, 2019 September 12, 2018 3.07%

REGISTERED OWNER: ZB, N.A.

PRINCIPAL AMOUNT: THREE MILLION NINE HUNDRED THOUSAND DOLLARS
(\$3,900,000)

FOR VALUE RECEIVED, the City of Sparta, Monroe County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the registered owner identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, until such principal amount is fully repaid, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable at maturity.

This Note is payable as to principal and interest upon presentation and surrender hereof at the office of the City Clerk or City Treasurer.

This Note is issued by the City pursuant to the provisions of 67.12(1)(b), Wisconsin Statutes, in anticipation of the sale of general obligation promissory notes (the "Securities"), to provide interim financing for public purposes, including paying the cost of grading and other improvements related to development of the City's business park (the "Project"), as authorized by a resolution adopted on August 28, 2018. Said resolution is recorded in the official minutes of the Common Council for said date.

This Note shall be payable only from (a) any proceeds of the Note set aside for payment of interest on the Note as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds have been declared to constitute a special trust fund to be held by the City Clerk or City Treasurer and expended solely for the payment of the principal of and interest on the Note until paid. In the event such monies are not sufficient to pay the principal of and interest on this Note when due, if necessary, the City will pay such deficiency out of its annual general tax levy or other available funds of the City; provided, however, that any such payment shall be subject to annual budgetary appropriations therefor and any applicable levy limits; and provided further, that no such payment nor any action authorizing this Note shall be construed as constituting an obligation of the City to make such appropriation or to make any further payment.

The City has authorized the issuance of the Securities and has covenanted to issue the Securities in an amount sufficient to repay the Note pursuant to said resolution. **THE NOTE IS NOT A GENERAL OBLIGATION OF THE CITY AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION NOR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. NO LIEN IS CREATED UPON THE PROJECT OR ANY OTHER PROPERTY OF THE CITY AS A RESULT OF THE ISSUANCE OF THE NOTE.**

The Note is subject to redemption prior to maturity, at the option of the City, on December 12, 2018 or on any date thereafter. Said Note is redeemable as a whole or from time to time in part, at the principal amount thereof, plus accrued interest to the date of redemption.

Before the redemption of the Note, unless waived by the registered owner, the City shall give notice of such redemption by registered or certified mail at least thirty (30) days prior to the date fixed for redemption to the registered owner of each Note to be redeemed, in whole or in part, at the address shown on the registration books. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Note shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit with the registered owner at that time. Upon such deposit of funds for redemption the Note shall no longer be deemed to be outstanding.

The Note is issued in registered form in the denomination of \$100,000 or more. This Note may be exchanged at the office of the City Clerk or City Treasurer for a like aggregate principal amount of Notes of the same maturity in other authorized denominations.

This Note is transferable by a written assignment duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon such transfer a new registered Note or Notes, in authorized denomination or denominations and in the same aggregate principal amount, shall be issued to the transferee in exchange hereof.

The City may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, premium, if any, hereon and interest due hereon and for all other purposes, and the City shall not be affected by notice to the contrary.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time. The City has authorized and covenanted to issue and sell the Securities, the sale of which this Note anticipates, as soon as practicable and to set aside the proceeds of the Securities into a special trust fund for the payment of the principal of and interest on this Note.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sparta, Monroe County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SPARTA
MONROE COUNTY, WISCONSIN

By: _____
Ronald Button
Mayor

(SEAL)

By: _____
Julie Hanson
City Clerk

2019 Ford SUV Utility Vehicle Bids							
Business	MSRP	2015 Trade in Vehicle	Trade Deduction	Doc Fee	DMV fee	Final Bids	Total for both vehicles
Dahl Ford	28,690.00	41 squad	6,000.00			22,690.00	44,680.00
Dahl Ford	28,690.00	42 squad	6,700.00			21,990.00	
Brenengen Ford	28,288.00	41 Squad	6,000.00		70.50	22,358.50	44,017.00
Brenengen Ford	28,288.00	42 squad	6,700.00		70.50	21,658.50	
Sleepy Hollow	28,800.00	41 squad	8,000.00		70.50	20,969.50	41,439.00
Sleepy Hollow	28,800.00	42 squad	8,500.00		70.50	20,469.50	

Installers of Squad Equipment

Low Voltage Solutions	2019 Ford Utility Suv change over	6,295.00
Stevens Point, WI	2019 Ford Utility Suv change over	<u>6,295.00</u>
	Total	12,590.00