

**OFFICIAL NOTICE AND AGENDA FOR THE REGULAR MEETING OF THE COMMON  
COUNCIL OF THE CITY OF CUDAHY, WI. TO BE HELD AT THE CUDAHY MUNICIPAL  
BUILDING, 5050 S. LAKE DR., CUDAHY, WI. ON TUESDAY, MAY 5, 2015 at 7:00 P.M.**

Certification of the open meeting law requirements and approval of the agenda.  
Call of roll and announcement of presence or absence of a quorum.  
Pledge of Allegiance  
Moment of Silence

**PUBLIC HEARINGS & PRESENTATIONS**

1. Presentation BY Ehlers and Associates regarding issuance and sale of \$5,325,000 General Obligation Refunding Bonds, Series 2015A.
2. Presentation by Baker Tilly of the 2014 City of Cudahy Audit.

**\*PUBLIC COMMENT** (agenda items only).

**CONSENT AGENDA ITEMS**

(Items under the consent agenda may be acted upon by one motion. If in the judgment of any Council Member, a consent agenda item needs discussion, the item can be removed and discussed under "Items Removed from Consent Agenda").

1. Minutes of the Regular Meeting of the Common Council held April 21, 2015.
2. Minutes of the Community Development Authority held March 24, 2015.

**ITEMS REMOVED FROM CONSENT AGENDA**

**OLD BUSINESS**

None

**NEW BUSINESS** (including items for future agenda consideration or Committee Assignment)

1. Discussion and necessary action regarding approval of Resolution No. 6947 entitled "Resolution Awarding the Sale of \$5,325,000 General Obligation Refunding Bonds, Series 2015A"
2. Discussion and necessary action regarding request of Special Olympics for Parade Permit for June 14, 2015.
3. Discussion and necessary action regarding Mayor's appointment of Patti Wisniewski to the Board of Health to fill the unexpired term of Carol Wantuch expiring on April 30, 2016 and appointment of Ray Glowacki to the Community Development Authority to fill the unexpired term of Rich Ceschin expiring on May 20, 2016.

**DEPARTMENT MANAGER OR ELECTED OFFICIAL UPDATES**

Mayor:

- Update regarding two development projects in the City of Cudahy.
- Report to Council regarding Neighborhood Loan Program.

**INTRODUCTION/PASSAGE OF ORDINANCES & RESOLUTIONS**

**\*PUBLIC COMMENT** (on any subject items).

***\*Public Comment Notice: Each speaker will be limited to one three minute presentation for each "Public Comment" or "Hearing from Cudahy residents" placed on the agenda. Any discourse between speaker and Council, if absolutely necessary, will be minimal so as to avoid potential Open Meetings law violations.***

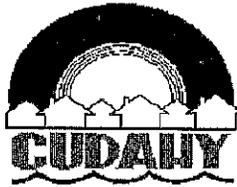
**ADJOURN**

**PUBLIC NOTICE**

Upon reasonable notice, a good faith effort will be made to accommodate the needs of individuals to participate in public meetings, who have a qualifying disability under the Americans with Disabilities Act.

Request should be made as far in advance as possible, preferably a minimum of 48 hours. For additional information or to request this service, contact the Cudahy City Clerk at 769-2204. (FAX 769-2257). This meeting room is wheelchair accessible from the West entrance of South Lake Drive.

*DAVID  
PRESENTATIONS*



**John Hohenfeldt**  
**Mayor, City of Cudahy**

Memo to: Honorable Members of the Common Council

RE Agenda Items: Public Hearings and Presentations

1. Presentation by Ehlers and Associates regarding issuance and sale of \$5,325,000 General Obligation Refunding Bonds, Series 2015A.
2. Discussion and Appropriate Action regarding Resolution No. 6947 "Resolution Awarding the Sale of \$5,325,000 General Obligation Refunding Bonds, Series 2015A."
3. Presentation by Baker Tilly of the 2014 City of Cudahy Audit.

*-AUDIT IN  
PACKET*

Respectfully submitted,

John R. Hohenfeldt

05/05/2015

"Generations of Pride"

Office of the Mayor . City Hall, 5050 South Lake Drive, P.O. Box 100510, Cudahy, WI 53110  
(414)769-2222 Fax (414) 769-2257 jhohenfeldt@ci.cudahy.wi.us

NB #1

CITY OF CUDAHY, WISCONSIN

RESOLUTION NO. 6947

RESOLUTION AWARDING THE SALE OF \$5,325,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015A

WHEREAS, the City of Cudahy, Wisconsin (the "City") is in need of funds aggregating \$5,325,000 for the following public purposes:

- (a) Advance refunding certain maturities of the \$7,070,000 City of Cudahy, Wisconsin General Obligation Corporate Purpose Bonds, Series 2007A (the "Series 2007A Bonds");
(b) Payment of related professional and financing fees (collectively, the "Public Purpose"); and

WHEREAS, the Series 2007A Bonds maturing March 1, 2017 through March 1, 2027 are not subject to optional redemption prior to March 1, 2016, but may be defeased in advance of maturity by irrevocably depositing into a defeasance escrow fund held by an escrow agent, funds in the amount sufficient to pay (i) the redemption price of the Series 2007A Bonds maturing on March 1, 2017 through March 1, 2027 (the "Series 2007A Defeased Bonds") on the earliest call date and (ii) all interest on the Series 2007A Defeased Bonds until they are redeemed; and

WHEREAS, the Common Council of the City (the "Governing Body") has determined that advance refunding a portion of the Series 2007A Bonds in advance of their maturity dates is necessary and desirable, and that restructuring the debt service on the Series 2007A Bonds is in the best interests of the City; and

WHEREAS, for the purpose of providing funds to refund the Series 2007A Bonds, the City has determined that it is necessary and desirable to authorize and sell its \$5,325,000 City of Cudahy, Wisconsin General Obligation Refunding Bonds, Series 2015A (the "Bonds"); and

WHEREAS, the City Administration (in consultation with the City's financial advisor, Ehlers & Associates, Inc.) caused a Notice of Sale to be distributed offering the Bonds for public sale on May 5, 2015; and

WHEREAS, pursuant to Chapter 67 of the Wisconsin Statutes, as amended, the City is authorized to issue general obligation refunding bonds of the City for the Public Purpose; and

WHEREAS, it has been determined that the bid proposal submitted by (the "Purchaser") fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. A copy of said bid is attached hereto as Exhibit A and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY THAT:

Section 1. Award of the Bonds. The bid proposal of the Purchaser is hereby accepted, said proposal offering to purchase the Bonds, for the sum of \$ \_\_\_\_\_ (\$5,325,000.00 par amount of Bonds, plus reoffering premium of \$ \_\_\_\_\_, less underwriter's discount of \$ \_\_\_\_\_). The Bonds mature and bear interest as follows:

MATURITY SCHEDULE

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
March 1, 2016		
March 1, 2017		
March 1, 2018		
March 1, 2019		
March 1, 2020		
March 1, 2021		
March 1, 2022		
March 1, 2023		
March 1, 2024		
March 1, 2025		
March 1, 2026		
March 1, 2027		

The Mayor and City Clerk are authorized and directed to do any and all acts necessary to conclude delivery of the Bonds to the Purchaser, as soon after adoption of this Resolution as is convenient.

Section 2. Designation of Purchaser as Agent; Approval of Official Statement. The City hereby designates the Purchaser as its agent for purposes of distributing the Final Official Statement relating to the Bonds to any participating underwriter in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

The preparation of the Preliminary Official Statement and the Final Official Statement are hereby approved. The Preliminary Official Statement is "deemed final" as of its date, except for omissions or subsequent modifications permitted under Rule 15c2-12 of the Securities and Exchange Commission.

Section 3. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds, Series 2015A;" shall be dated June 2, 2015; shall be in the denomination of \$5,000 or any integral multiple thereof; and shall mature serially on March 1 of each year, in the years and principal amounts as set forth above. Interest is payable on March 1 and September 1 of each year, commencing on March 1, 2016.

Section 4. Redemption Provisions. At the option of the City, the Bonds maturing on March 1, 2022, and thereafter shall be subject to redemption prior to maturity on March 1, 2021, or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, from maturities

selected by the City and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

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

Section 6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years and amounts as follows:

(a) Levy for the year 2015 in the amount of \$ \_\_\_\_\_, being the sum of:

\$ \_\_\_\_\_ for principal due on March 1, 2016;  
\$ \_\_\_\_\_ for interest due on March 1, 2016; and  
\$ \_\_\_\_\_ for interest due on September 1, 2016.

(b) Levy for the year 2016 in the amount of \$ \_\_\_\_\_, being the sum of:

\$ \_\_\_\_\_ for principal due on March 1, 2017;  
\$ \_\_\_\_\_ for interest due on March 1, 2017; and  
\$ \_\_\_\_\_ for interest due on September 1, 2017.

(c) Levy for the year 2017 in the amount of \$ \_\_\_\_\_, being the sum of:

\$ \_\_\_\_\_ for principal due on March 1, 2018;  
\$ \_\_\_\_\_ for interest due on March 1, 2018; and  
\$ \_\_\_\_\_ for interest due on September 1, 2018.

(d) Levy for the year 2018 in the amount of \$ \_\_\_\_\_, being the sum of:

\$ \_\_\_\_\_ for principal due on March 1, 2019;  
\$ \_\_\_\_\_ for interest due on March 1, 2019; and  
\$ \_\_\_\_\_ for interest due on September 1, 2019.

(e) Levy for the year 2019 in the amount of \$ \_\_\_\_\_, being the sum of:

\$ \_\_\_\_\_ for principal due on March 1, 2020;  
\$ \_\_\_\_\_ for interest due on March 1, 2020; and  
\$ \_\_\_\_\_ for interest due on September 1, 2020.

(f) Levy for the year 2020 in the amount of \$ \_\_\_\_\_, being the sum of:

\$ \_\_\_\_\_ for principal due on March 1, 2021;  
\$ \_\_\_\_\_ for interest due on March 1, 2021; and  
\$ \_\_\_\_\_ for interest due on September 1, 2021.

- (g) Levy for the year 2021 in the amount of \$ \_\_\_\_\_, being the sum of:
  - \$ \_\_\_\_\_ for principal due on March 1, 2022;
  - \$ \_\_\_\_\_ for interest due on March 1, 2022; and
  - \$ \_\_\_\_\_ for interest due on September 1, 2022.
  
- (h) Levy for the year 2022 in the amount of \$ \_\_\_\_\_, being the sum of:
  - \$ \_\_\_\_\_ for principal due on March 1, 2023;
  - \$ \_\_\_\_\_ for interest due on March 1, 2023; and
  - \$ \_\_\_\_\_ for interest due on September 1, 2023.
  
- (i) Levy for the year 2023 in the amount of \$ \_\_\_\_\_, being the sum of:
  - \$ \_\_\_\_\_ for principal due on March 1, 2024;
  - \$ \_\_\_\_\_ for interest due on March 1, 2024; and
  - \$ \_\_\_\_\_ for interest due on September 1, 2024.
  
- (j) Levy for the year 2024 in the amount of \$ \_\_\_\_\_, being the sum of:
  - \$ \_\_\_\_\_ for principal due on March 1, 2025;
  - \$ \_\_\_\_\_ for interest due on March 1, 2025; and
  - \$ \_\_\_\_\_ for interest due on September 1, 2025.
  
- (k) Levy for the year 2025 in the amount of \$ \_\_\_\_\_, being the sum of:
  - \$ \_\_\_\_\_ for principal due on March 1, 2026;
  - \$ \_\_\_\_\_ for interest due on March 1, 2026; and
  - \$ \_\_\_\_\_ for interest due on September 1, 2026.
  
- (l) Levy for the year 2026 in the amount of \$ \_\_\_\_\_, being the sum of:
  - \$ \_\_\_\_\_ for principal due on March 1, 2027; and
  - \$ \_\_\_\_\_ for interest due on March 1, 2027.

The aforesaid direct annual irrevocable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City levied in said years are collected. So long as any part of the principal of or interest on the Bonds remains unpaid, the tax herein above levied shall be and continues irrevocable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created herein.

Section 7. Debt Service Fund Account. There is hereby established in the City treasury a fund account separate and distinct from every other City fund or account designated "Debt Service Fund Account for \$5,325,000 City of Cudahy General Obligation Refunding Bonds, Series 2015A dated June 2, 2015." There shall be deposited in said fund account any premium plus accrued interest paid on the Bonds at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Bonds when the same shall become due and to retire the Bonds at their respective maturity dates. Said

fund account shall be used for the sole purpose of paying the principal of and interest on the Bonds and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

Section 8. Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest paid at the time of delivery which must be paid into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and disbursed solely for the purposes for which borrowed or for the payment of the principal of and interest on the Bonds.

Section 9. Arbitrage Covenant. The City shall not take any action with respect to the Bond Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Bonds (the "Closing"), would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and any income tax regulations promulgated thereunder (the "Regulations").

The Bond Proceeds may be temporarily invested in legal investments until needed; provided, however, that the City hereby covenants and agrees that so long as the Bonds remain outstanding, moneys on deposit in any fund or account created or maintained in connection with the Bonds, whether such moneys were derived from the Bond Proceeds or from any other source, will not be used or invested in a manner which would cause the Bonds to be "arbitrage bonds" within the meaning of the Code or Regulations.

The City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide an appropriate certificate of the City, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the City regarding the amount and use of the Bond Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 10. Additional Tax Covenants; Exemption from Rebate. The City hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Bonds) to assure that the Bonds are obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout their term. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds, shall provide an appropriate certificate of the City as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the City to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Bonds will continue to be obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

In accordance with Section 148(f)(4)(D) of the Code, the City covenants that it is a governmental unit with general taxing powers; that the Bonds are not "private activity bonds" as defined in Section 141 of the Code and that ninety-five percent (95%) or more of the net proceeds

of the Bonds are to be used for local governmental activities of the City. The City covenants that it will take all necessary steps to comply with rebate requirements of the Code.

Section 11. Persons Treated as Owners; Transfer of Bonds. The City Clerk shall keep books for the registration and for the transfer of the Bonds. The person in whose name any Bond 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 Bond 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 Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner by surrender of the Bond at the office of the City Clerk, 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 City Clerk shall deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the City Clerk shall record the name of each transferee in the registration book. No registration shall be made to bearer. The City Clerk shall cancel any Bond surrendered for transfer.

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

The 15th day of each calendar month next preceding each interest payment date shall be the record date for the Bonds. Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City maintained by the City Clerk at the close of business on the corresponding record date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only-System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City has heretofore agreed to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representation previously filed with DTC on behalf of the City. The Bonds will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the City's relationship with DTC is terminated, the City may appoint another securities depository to maintain the Book-Entry System.

Section 13. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The City may discharge all Bonds due on any date by depositing into a special account on or before that date a sum sufficient to pay the same in full; or if any Bonds should not be paid when due, it may nevertheless be discharged by depositing into a special account a sum sufficient to pay it in full with interest accrued from the due date to the date of such deposit. The City, at its option, may also discharge all Bonds called for redemption on any date when they are prepayable according to their terms, by depositing into a special account on or before that date a sum sufficient to pay them in full, with the required redemption premium, if any, provided that notice of redemption has been duly given as required by this Resolution. The City, at its option, may also discharge all Bonds of said issue at any time 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 City'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 City'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 14. Execution of the Bonds. The Bonds shall be issued in typewritten form, one Bond for each maturity, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk (except that one of the foregoing signatures shall be manual), sealed with its official or corporate seal, if any, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the delivery of the Bonds, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

Section 15. Designation of Bonds. The City hereby designates the Bonds to be "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b)(3) of the Code and in support of such designation the City Clerk or other officer of the City charged with the responsibility for issuing the Bonds shall provide an appropriate certificate of the City all as of the Closing

Section 16. Payment of the Bonds. The principal of and interest on the Bonds shall be paid by the City Treasurer or his/her agent in lawful money of the United States.

Section 17. Continuing Disclosure. The City covenants and agrees, for the benefit of the holders of the Bonds, to enter into a written undertaking (the "Undertaking") required by SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the holders of the Bonds or by the original purchaser(s) of the Bonds on behalf of such holders (provided that the rights of the holders and the purchaser(s) to enforce the Undertaking shall be limited to a right to obtain specific enforcement of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

The City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Agreement for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the City 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.

Section 19. Bond Insurance. If the purchaser of the Bonds obtains municipal bond insurance with respect to the Bonds, the Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk, including provisions regarding restrictions on investment of Bond Proceeds, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given and information to be provided to the bond insurer. In addition, appropriate reference to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 20. Section 893.77 Notice. Notice of sale of the Bonds, in the form attached hereto as Exhibit C, shall be published in the official newspaper of the City as a class I notice under Chapter 985 of the Wisconsin Statutes.

Section 20. Escrow Agent; Defeasance Escrow Agreement for Series 2007A Defeased Bonds. The sale proceeds of the Bonds (exclusive of any accrued interest and any premium received) shall, forthwith upon receipt, be used solely for the purposes for which borrowed. Sale proceeds of the Bonds in an amount sufficient to pay (i) the redemption price of the Series 2007A Defeased Bonds on the earliest call date and (ii) all interest on the Series 2007A Defeased Bonds until they are redeemed, forthwith upon receipt, shall be placed in the defeasance escrow fund and kept by U.S. Bank National Association (the "Escrow Agent") pursuant to a Defeasance Escrow Agreement relating to the Series 2007A Defeased Bonds (the "Escrow Agreement"), which form of Escrow Agreement is set forth on Exhibit D attached hereto, to be used solely for the purposes which borrowed. No investment shall be treated in a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or the Regulations of the Commissioner of the Internal Revenue thereunder. The City, on the basis of the facts, estimates and circumstances in existence on the date of closing, make such certifications as are necessary to permit the conclusion that the Bonds are not "arbitrage bonds" under Section 148 of the Internal Revenue Code of 1986, as amended, or the Regulations of the Commissioner of Internal Revenue thereunder.

The Mayor and City Clerk are hereby authorized and directed to execute the Escrow Agreement (such form may be modified by said officers prior to execution, the execution of such agreement by said officers to constitute full approval of the City of any such modifications), for the purpose of effecting the provisions of this Resolution.

Section 21. Redemption of the Series 2007A Defeased Bonds. The City hereby calls (i) the Series 2007A Defeased Bonds for redemption on March 1, 2016. The City hereby directs the Escrow Agent to cause a notice of redemption to be prepared and delivered promptly to The Depository Trust Company, New York, New York for the Series 2007A Defeased Bonds to be redeemed on March 1, 2016. The City hereby directs the Escrow Agent to cause notice of redemption, in substantially the form attached to the Escrow Agreement, to be provided at the time and in the manner provided therein.

Adopted this 5<sup>th</sup> day of May, 2015.

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John Hohenfeldt, Mayor

ATTEST:

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Dennis Broderick, City Clerk

CERTIFICATION

I, Dennis Broderick, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting City Clerk of the City of Cudahy, in the County of Milwaukee, State of Wisconsin (the "City"), and as such I have in my possession, or have access to, the complete corporate records of said City; that I have carefully compared the transcript hereto attached with the aforesaid corporate records; that said transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a Resolution entitled:

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AWARDING THE SALE OF \$5,325,000  
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015A

I do hereby further depose and certify as follows:

1. Said resolution was considered for adoption by the Common Council at a \_\_\_\_\_ *(insert regular or special)* meeting held at 5050 South Lake Drive, Cudahy, Wisconsin at \_\_\_\_\_ p.m. on May 5, 2015. Said meeting of the City was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes.

2. Said resolution was on the agenda for said meeting and public notice thereof was given not less than 24 hours prior to the commencement of said meeting in compliance with Section 19.84 of the Wisconsin Statutes, including, without limitation, by posting on the bulletin board in the City Hall, by notice to those news media who have filed a written request for notice of meetings and by notice to the official newspaper of the Common Council.

3. Said meeting was called to order by \_\_\_\_\_, who chaired the meeting. Upon roll I noted and recorded that the following alderpersons were present:

_____	_____
_____	_____
_____	_____
_____	_____

and that the following alderpersons were absent:

_____	_____
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I noted and recorded that a quorum was present. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said resolution which was introduced and its adoption was moved by Trustee \_\_\_\_\_, and seconded by Trustee \_\_\_\_\_. Following discussion and after all alderpersons who desired to do so had expressed their views for or against said resolution, the question was called and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows:

AYE:

_____	_____
_____	_____
_____	_____
_____	_____

NAY:

_____	_____
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ABSTAINED:

_____	_____
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Whereupon the chairperson of the meeting declared said resolution adopted, and I so recorded it.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto on this 5<sup>th</sup> day of May, 2015.

CITY OF CUDAHY, WISCONSIN

[SEAL]

By: \_\_\_\_\_  
Dennis Broderick, City Clerk

EXHIBIT A

BID FORM

**EXHIBIT B**

**FORM OF BOND**

REGISTERED UNITED STATES OF AMERICA REGISTERED  
No. \_\_\_\_\_ STATE OF WISCONSIN \$ \_\_\_\_\_  
MILWAUKEE COUNTY  
CITY OF CUDAHY  
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015A

Maturity Date                      Dated Date                      Interest Rate                      CUSIP  
March 1, \_\_\_\_\_                      June 2, 2015                      \_\_\_\_\_%                      \_\_\_\_\_

REGISTERED OWNER: CEDE & CO.

KNOW ALL MEN BY THESE PRESENTS that the City of Cudahy, Milwaukee County, Wisconsin (the "City") hereby acknowledges itself to owe and for value received promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) on the maturity date identified above, together with interest thereon from the Dated Date, if any, or the most recent payment date to which interest has been paid, at the rate of \_\_\_\_\_% per annum, calculated on the basis of a 360 day year made up of twelve 30 day months, such interest being payable semiannually on each March 1 and September 1, commencing on March 1, 2016, and thereafter at maturity.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. Prepayment of any principal hereunder shall be noted on the margin of this Bond. On the maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the principal office of the City Clerk, Cudahy, Wisconsin. Interest hereon shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

Bonds maturing on March 1, 2022, and thereafter are subject to call and prior redemption on March 1, 2021, and on any date thereafter, at par, in whole or in part, from maturities selected by the City, and by lot within each maturity, at par plus accrued interest to the date of redemption.

Notice of the call for any redemption of Bonds prior to maturity shall be given by mailing a copy of the redemption notice by First Class Mail, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to the Owner of each Bond to be redeemed at the address shown on the Bond Register; provided, however, that failure to give any such notice as aforesaid, or any defect therein with respect to any particular Bond shall not affect the validity of any proceedings for the redemption of any other Bond.

Each redemption notice shall (i) identify the particular Bond, publication date, redemption date, redemption agent name and address, date of issue, interest rate, maturity date, and other descriptive information, if any that accurately identifies the particular Bonds called for redemption,

(ii) identify the provisions pursuant to which the Bonds are being redeemed, (iii) identify the place of payment, (iv) state the applicable redemption price, including the premium, if any, and (v) state that interest on the Bonds or portions thereof thus called for redemption will cease to accrue from and after the Redemption Date specified therein.

As long as the Bonds are in book entry form, the Bonds are payable as to principal by wire transfer to the Depository or its nominee upon their presentation and surrender to the City Clerk. Payment of each installment of interest shall be made by wire transfer to the Depository or its nominee shown in the registration books on the Record Date on the payment date in lawful money of the United States of America by the City Clerk. The City Clerk shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the Record Date, or (iii) with respect to any particular Bonds, after such Bond has been called for redemption. With respect to (iii) above, in the event that less than all of the principal amount of a specific interest rate is redeemed, the City shall execute and the City Clerk shall issue a new Bond in the principal amount outstanding after redemption on the redemption date.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the City Clerk, 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 City Clerk, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bonds shall be issued to the transferee in exchange therefor. The City 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.

This Bond has been designated by the City as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code, as amended.

This Bond is issued for the public purpose of paying the following costs:

- (a) Advance refunding certain maturities of the \$7,070,000 City of Cudahy, Wisconsin General Obligation Corporate Purpose Bonds, Series 2007A; and
- (b) Related professional and financing fees;

and is authorized pursuant to Chapter 67 of the Wisconsin Statutes and a resolution adopted by the Common Council on May 5, 2015, entitled, "Resolution Awarding the Sale of \$5,325,000 General Obligation Refunding Bonds, Series 2015A."

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 City from the levy of a non repealable, direct annual tax 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 City of Cudahy, Wisconsin, has caused this Bond to be signed by the signatures of its Mayor and its City Clerk, and its corporate seal (or a true facsimile thereof) to be impressed (or imprinted) hereon, all as of the date of original issue specified above.

**CITY OF CUDAHY  
MILWAUKEE COUNTY, WISCONSIN**

[SEAL]

By: \_\_\_\_\_  
John Hohenfeldt, Mayor

By: \_\_\_\_\_  
Dennis Broderick, City Clerk

(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 print or typewrite name and address,  
other identifying number of Assignee)

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

\_\_\_\_\_

(Please print or typewrite name of Attorney)

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 to 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:

\_\_\_\_\_

EXHIBIT C

NOTICE TO THE ELECTORS

On May 5, 2015, a resolution was offered, read, approved and adopted whereby the City of Cudahy, Wisconsin authorized the issuance and sale of its General Obligation Refunding Bonds, Series 2015A in an amount not to exceed \$5,325,000 (the "Bonds"). The closing of this bond sale was held on June 2, 2015. A copy of all proceedings had to date with respect to the authorization and sale of said Bonds is on file and may be examined in the office of the City Clerk, 5050 South Lake Drive, Cudahy, Wisconsin.

This notice is given pursuant to Section 893.77, Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Dennis Broderick, City Clerk  
CITY OF CUDAHY, WISCONSIN

EXHIBIT D

FORM OF DEFEASANCE ESCROW AGREEMENT

\$7,070,000

City of Cudahy, Wisconsin  
General Obligation Corporate Purpose Bonds, Series 2007A

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DEFEASANCE ESCROW AGREEMENT

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THIS ESCROW AGREEMENT (the "Agreement"), dated June 2, 2015, is by and between the City of Cudahy, Wisconsin (the "City"), and U.S. Bank National Association, as Escrow Agent (the "Escrow Agent").

WITNESSETH

WHEREAS, the City desires to advance refund certain maturities of its outstanding General Obligation Corporate Purpose Bonds, Series 2007A, dated March 7, 2007 (the "Series 2007A Bonds"); and

WHEREAS, the Series 2007A Bonds maturing March 1, 2017 through March 1, 2027 are not subject to optional redemption prior to March 1, 2016, but may be defeased in advance of maturity by irrevocably depositing into a defeasance escrow fund held by an escrow agent, funds in the amount sufficient to pay (i) the redemption price of the Series 2007A Bonds maturing on March 1, 2017 through March 1, 2027 (the "Series 2007A Defeased Bonds") on the earliest call date and (ii) all interest on the Series 2007A Defeased Bonds until they are redeemed; and

WHEREAS, the City has determined to refund the Series 2007A Defeased Bonds from the proceeds of the City's \$5,325,000 General Obligation Refunding Bonds, Series 2015A; and

WHEREAS, the City has determined to provide for payment of the Escrow Requirement (as hereinafter defined) by depositing with the Escrow Agent pursuant to the provisions hereof, from any available funds of the City, an Escrow Fund (as hereinafter defined) which will be used to purchase State and Local Government Series in such aggregate face amounts bearing interest at such rates and maturities or callable at the option of the owners thereof on such dates as shall be sufficient, together with investment earnings thereon, to pay the Escrow Requirement as it shall become due; and

WHEREAS, U.S. Bank National Association is acting as fiscal agent, registrar and paying agent (the "Fiscal Agent") with respect to the Series 2007A Defeased Bonds; and

WHEREAS, the City has determined that the amount on deposit from time to time in the Escrow Fund together with the earnings to accrue thereon, will be sufficient to pay the Escrow Requirement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

Section 1. Definitions. In addition to terms defined herein, the following terms shall have the meanings set forth below:

“Agreement” means this Escrow Agreement.

“Debt Service” means, on any date, the principal of and interest on the Refunded Obligations coming due as shown on Exhibit A attached hereto.

“Depository” means The Depository Trust Company.

“Escrow Agent” means U.S. Bank National Association.

“Escrow Fund” means the account established and held by the Escrow Agent pursuant to this Agreement, in which cash and investments will be held for payment of the Refunded Obligations.

“Escrow Obligations” means cash and U.S. Treasury Securities - State and Local Government Series as set forth on Exhibit B attached hereto.

“Escrow Requirement” means, as of any date of calculation, an amount which will be sufficient to pay, as the installments become due, the Debt Service.

“Fiscal Agent” means U.S. Bank National Association.

“Government Obligations” means direct obligations of or obligations the principal of and interest on which are guaranteed by the United States Government and are noncallable.

“MSRB” means the Municipal Securities Rulemaking Board.

“Refunded Obligations” means certain maturities of the City’s outstanding General Obligation Corporate Purpose Bonds, Series 2007A dated March 7, 2007, which are being advance refunded, as to which the current Debt Service is set forth on Exhibit A attached hereto.

“Resolution” means the resolution of the City dated May 5, 2015, which Resolution is the authorizing resolution for the City’s \$5,325,000 General Obligation Refunding Bonds, Series 2015A, which authorizes the advance refunding of the Refunded Obligations.

“Series 2007A Bonds” means the City’s \$7,070,000 General Obligation Corporate Purpose Bonds, Series 2007A, dated March 7, 2007.

“Series 2007A Defeased Bonds” means the Series 2007A Bonds maturing March 1, 2017 through March 1, 2027.

“Verification Agent” means Barthe & Wahrman.

“City” means the City of Cudahy, Wisconsin.

Section 2. Deposit of Funds.

(a) Pursuant to the provisions of the Resolution, the City shall cause to be deposited with the Escrow Agent, into the Escrow Fund, cash in the amount of \$\_\_\_\_\_ and SLGS in the amount of \$\_\_\_\_\_ (the “Escrow Deposit”). The Escrow Agent without further authorization shall use the Escrow Deposit to purchase the Escrow Obligations (set forth on Exhibit B) which, when applied pursuant to Section 4 below, will at least provide for the Escrow Requirement as of the date of such delivery.

(b) The City represents and warrants that the Escrow Obligations, if held, invested and disposed of by the Escrow Agent in accordance with the provisions of this Agreement, will be sufficient to make the payments set forth on Exhibit A. If at any time the Escrow Obligations shall be insufficient to pay the current Debt Service as set forth on Exhibit A, then the Escrow Agent shall promptly notify the City of such deficiency, and the City shall promptly deposit cash or Escrow Obligations with the Escrow Agent sufficient to meet the Escrow Requirement. The Refunded Obligations shall remain the obligation of the City, limited as provided therein, until redeemed as provided herein. Upon final disbursement for the payment of the Refunded Obligations, the Escrow Agent shall transfer any balance (whether cash or securities) remaining in the Escrow Fund to the City and thereupon this Agreement shall terminate.

Section 3. Acceptance of Escrow. The Escrow Agent acknowledges receipt of the Escrow Deposit hereunder and accepts the responsibilities imposed on it, as Escrow Agent, by this Agreement. The Escrow Deposit shall be applied by the Escrow Agent to the purchase of the Escrow Obligations.

Section 4. Use and Investment of Funds. The Escrow Agent agrees:

(a) to hold the Escrow Obligations, together with all investments and interest thereon and profits therefrom, at all times in an irrevocable escrow during the term of this Agreement as a separate trust account wholly segregated from all other funds held by the Escrow Agent in any capacity, and to make disbursements from the Escrow Fund only in accordance with the provisions of this Agreement;

(b) to deposit in the Escrow Fund, as received, the receipts of maturing principal of and interest on the Escrow Obligations in the Escrow Fund;

(c) to pay Debt Service on Refunded Obligations, as set forth in Section 5 hereof;

(d) to reinvest at the written direction of the City to the extent practicable in Government Obligations, upon receipt thereof, any maturing principal and interest of such Escrow Obligations; any earnings from the investment of Escrow Obligations in excess of the amounts necessary to pay Debt Service on the Refunded Obligations shall remain in the Escrow Fund; and

(e) in the event the Escrow Agent is unable or fails to account for any property held hereunder, such property shall be and remain the property of the City and if, for any reason, such property cannot be identified, all other assets or Escrow Agent shall be impressed with a trust for the amount thereof and the City shall be entitled to the preferred claim upon such assets enjoyed by any trust beneficiary; property held by Escrow Agent hereunder shall not be deemed to be a banking deposit of the City, and Escrow Agent shall have no right or title with respect thereto (including any right of set-off) and the City shall have no right of withdrawal thereof.

Section 5. Payment of Refunded Obligations.

(a) The Escrow Agent shall pay, in immediately available funds, to the Depository for the Refunded Obligations, from the cash on hand in the Escrow Fund, a sum sufficient to pay the Debt Service for the Refunded Obligations coming due, as shown on Exhibit A.

(b) The owners of the Refunded Obligations shall have an express first lien on the cash and Escrow Obligations in the Escrow Fund until such funds and Escrow Obligations are used and applied as provided in this Agreement.

(c) If any of the Refunded Obligations called for redemption shall not be paid upon surrender thereof for redemption, then such unpaid Refunded Obligations shall, to the extent lawful, bear interest from the scheduled redemption date to the date of payment at the rate borne by such Refunded Obligations.

(d) The City agrees that it will promptly and without delay remit to the Escrow Agent, within two days after receipt of the Escrow Agent's written request, such additional sum or sums of money as may be necessary to assure the timely payment of principal of and interest on the Refunded Obligations.

Section 6. Redemption; Notice of Redemption.

(a) The City, in accordance with the Resolution, hereby irrevocably designates the Refunded Obligations for redemption on the earliest call date (the "Redemption Date"). The designation for redemption shall be, and is hereby declared to be, irrevocable upon the execution and delivery of this Agreement.

(b) The Escrow Agent, without any further authorization or direction, shall provide a notice of the redemption of any of said Refunded Obligations to be given to the Fiscal Agent for such Refunded Obligations at such time as to permit such notice to be sent to the Depository and to be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) system website at [www.emma.msrb.org](http://www.emma.msrb.org).

(c) The Escrow Agent shall also cause notice of the redemption of any of said Refunded Obligations to be mailed by the Escrow Agent, first-class mail, postage prepaid, to the owner of each of the Refunded Obligations at said owner's last address, if any, appearing upon the Bond Register maintained by the Fiscal Agent on behalf of the City not less than 30 and not more than 60 days before the Redemption Date.

(d) The notice of redemption shall be substantially in the form attached hereto as Exhibit C.

(e) Notice of redemption having been given as aforesaid, the Refunded Obligations so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price specified plus accrued interest thereon to the Redemption Date and on and after such date (unless the City shall default in the payment of the Redemption Price and accrued interest) such Refunded Obligations shall cease to bear interest. Upon surrender of any such certificated Refunded Obligations for redemption in accordance with such notice, such Refunded Obligations shall be paid at the Redemption Price thereof plus accrued interest to the Redemption Date.

If any of the Refunded Obligations called for redemption shall not be so paid upon surrender thereof for redemption, the Redemption Price and, to the extent lawful, interest thereon shall, until paid, bear interest from the Redemption Date at the rate borne by such Refunded Obligations.

(f) The Escrow Agent, without any further authorization or direction, shall provide a notice of advance refunding of any of said Refunded Obligations to the Depository and by filing electronically with the MSRB through the Electronic Municipal Market Access (EMMA) system website at [www.emma.msrb.org](http://www.emma.msrb.org) as soon as practicable after June 2, 2015.

(g) The Escrow Agent shall also cause the notice of advance refunding of any of said Refunded Obligations to be mailed by the Fiscal Agent, first-class mail, postage prepaid, to the owner of each of the Refunded Obligations at said owner's last address, if any, appearing upon the Bond Register maintained by the Fiscal Agent on behalf of the City as soon as practicable after June 2, 2015.

(h) The notice of advance refunding shall be substantially in the form attached hereto as Exhibit D.

Section 7. Responsibilities of Escrow Agent. The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the Escrow Deposit any other funds deposited therein, the purchase of the Escrow Obligations, the retention of the Escrow Obligations or the proceeds thereof or any payment, transfer or other application of money or securities by the Escrow Agent in any non-negligent act, non-negligent omission or non-negligent error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall, however, be liable to the City for its negligent or willful acts, omissions or errors which violate or fail to comply with the terms of this Agreement. The duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the City, and in reliance upon the opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the City.

Section 8. Resignation of Escrow Agent. The Escrow Agent may resign and thereby become discharged from the duties and obligations hereby created, by giving not less than 45 days' written notice to the City and by publishing notice thereof, specifying the date when such

resignation shall take effect, by mailing a notice to the foregoing effect to the owners of the Refunded Obligations. Such resignation shall take effect upon the date specified in such written notice to the City unless a successor shall have been appointed prior to said date, in which event such resignation shall take effect immediately on the appointment of such successor and assumption by such successor in writing all of the duties and obligations of its predecessor. If no successor Escrow Agent has been appointed by the date upon which the resignation of the Escrow Agent shall take effect, the Escrow Agent shall retain the duties and obligations until the appointment of a successor.

Section 9. Removal of Escrow Agent. The Escrow Agent may be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement with respect to the duties and obligations of the Escrow Agent, by any court of competent jurisdiction upon the application of the City.

Section 10. Successor Escrow Agent.

(a) If at any time hereafter the Escrow Agent shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, the position of Escrow Agent shall thereupon become vacant. If the position of Escrow Agent shall become vacant for any of the foregoing reasons or for any other reason, the City shall appoint an Escrow Agent to fill such vacancy. The City shall mail notice of such appointment in accordance with the provisions of Section 8 hereof.

(b) If no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section, the owner of any Refunded Obligations then outstanding, or any retiring Escrow Agent may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Agent.

(c) During the period of any vacancy, the City shall act as Escrow Agent.

Section 11. Compensation. No fees or other charges may be paid from the Escrow Fund prior to retirement of all of the Refunded Obligations, and the City agrees that it will pay all fees and charges, including litigation costs and other extraordinary expenses, as such payments become due prior to such retirement.

Section 12. Term. This Agreement shall commence upon its execution and delivery and shall terminate when the Refunded Obligations have been paid and discharged in accordance with the proceedings authorizing the Refunded Obligations, and all amounts held by the Escrow Agent hereunder have been applied in accordance herewith.

Section 13. Reports. The Escrow Agent shall, not later than December 15 of each year, commencing December 15, 2015, mail a report to the City of the receipts, income, investments, redemptions and payments of and from the Escrow Fund as of December 1 of the same year.

Section 14. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreements herein

contained shall be null and void and shall be severed from the remaining covenants and agreements and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 15. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as duplicate originals and shall constitute and be but one and the same instrument.

Section 16. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin without regard to conflict of law provisions.

Section 17. Amendments.

(a) This Agreement may be amended by the City and the Escrow Agent to add to the terms of this Agreement to correct errors, clarify ambiguities or insert inadvertently omitted material. This Agreement may be amended or supplemented, the Escrow Obligations or any portion thereof sold or redeemed and moneys derived therefrom invested, reinvested or disbursed (any such amendment, supplement, redemption, direction to sell or redeem or invest, reinvest or disbursed to be referred to herein as a "Subsequent Action"), including without limitation Subsequent Action which affects some but not all of the Refunded Obligations, upon submission to the Escrow Agent of each of the following:

(i) written authorization of the City for the Subsequent Action;

(ii) an opinion of the Verification Agent or a firm of nationally recognized independent certified public accountants that the amounts (which shall consist of Escrow Obligations available or to be available for payment of the Refunded Obligations) will remain sufficient to pay when due all Debt Service on the Refunded Obligations as set forth on Exhibit A after the taking of the Subsequent Action; and

(iii) an opinion of nationally recognized bond counsel to the effect that the Subsequent Action will not adversely affect the federal income tax consequences of the receipt of interest paid on the Refunded Obligations and that the Subsequent Action does not materially adversely affect the legal rights of the owners of the Refunded Obligations.

(b) Except as provided in subsection (a) above, all of the rights, powers, duties and obligations of the City and the Escrow Agent shall be irrevocable and shall not be subject to amendment by either the City or the Escrow Agent, respectively, and shall be binding on any successor to the City or the Escrow Agent during the term of this Agreement.

Section 18. Indemnification. The Escrow Agent undertakes to perform only such duties as are specifically set forth herein and may conclusively rely and shall be protected in acting or restraining from acting on any written notice, instrument or signature reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties duly authorized to do so. The Escrow Agent shall have no responsibility for the contents of any writing contemplated herein and may rely without any liability upon the contents thereof. It is acknowledged by the City that the Escrow Agent is bound only by the terms of this Agreement and that the Escrow Agent shall not be required to use its discretion with respect to any matter that arises under this Agreement.

The Escrow Agent shall not be liable for any action taken or omitted to be taken by it in good faith and believed by it to be authorized hereby or within the rights and powers conferred upon it hereunder, nor for action taken or omitted to be taken by it in good faith and in accordance with advice of counsel (which counsel may be of the Escrow Agent's own choosing but shall not be counsel to the City), and shall not be liable for any mistakes of fact or error of judgment or for any acts or omissions of any kind unless caused by its own willful misconduct or negligence.

The City agrees to indemnify the Escrow Agent and hold it harmless against any and all liabilities incurred by it hereunder except for liability incurred by the Escrow Agent resulting from its own willful misconduct or negligence.

Section 19. Security Advice Waiver. The City acknowledges that to the extent regulations of the Comptroller of the Currency or any other regulatory entity grant the City the right to receive brokerage confirmations of the security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the City with periodic cash transaction statements that include the detail for all investment transactions made by the Escrow Agent for all current and future accounts.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. The Escrow Agent may also ask to see financial statements, licenses, and identification and authorization documents from individuals claiming authority to represent the entity or other or other relevant documentation.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

**CITY OF CUDAHY MILWAUKEE  
COUNTY, WISCONSIN**

[SEAL]

By: \_\_\_\_\_  
John Hohenfeldt, Mayor

By: \_\_\_\_\_  
Dennis Broderick, City Clerk

**U.S. BANK NATIONAL ASSOCIATION**

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

[Signature Page of Defeasance Escrow Agreement]  
\$7,070,000 City of Cudahy, Milwaukee County, Wisconsin  
General Obligation Corporate Purpose Bonds, Series 2007A

[Exhibit A to Defeasance Escrow Agreement]

**DEBT SERVICE ON REFUNDED OBLIGATIONS  
TO BE PAID FROM ESCROW FUND FOR SERIES 2007A BONDS**

[Exhibit B to Defeasance Escrow Agreement]

**ESCROW OBLIGATIONS**

[Exhibit C to Defeasance Escrow Agreement]

**NOTICE OF REDEMPTION**

\$7,070,000  
City of Cudahy, Wisconsin,  
General Obligation Corporate Purpose Bonds, Series 2007A

NOTICE IS HEREBY GIVEN that the City of Cudahy, Wisconsin (the "City"), has designated for redemption and will redeem and pay on March 1, 2016 (the "Redemption Date") the following maturities of General Obligation Corporate Purpose Bonds, dated March 7, 2007 (the "Series 2007A Bonds"):

<u>Maturity Date</u>	<u>CUSIP</u>	<u>Amount</u>	<u>Interest Rate</u>
March 1, 2017	229759 PW9	\$620,000	3.875%
March 1, 2018	229759 PX7	700,000	3.875%
March 1, 2019	229759 PY5	805,000	3.950%
March 1, 2020	229759 PZ2	910,000	3.950%
March 1, 2021	229759 QA6	955,000	3.950%
March 1, 2023 (Term Bond)	229759 QC2	305,000	4.000%
March 1, 2025 (Term Bond)	229759 QE8	360,000	4.000%
March 1, 2027 (Term Bond)	229759 QG3	460,000	4.000%

U.S. Bank National Association, as escrow agent (the "Escrow Agent") for the City, shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before March 1, 2016. On and after the Redemption Date, interest will cease to accrue on the Series 2007A Bonds specified herein.

Dated: \_\_\_\_\_, 20\_\_.

CITY OF CUDAHY, WISCONSIN

By: \_\_\_\_\_,  
U.S. Bank National Association, as Escrow Agent

The CUSIP Numbers as stated herein are included solely for the convenience of the owners. Neither the City of Cudahy, Wisconsin, nor the Escrow Agent shall be responsible for the use of the CUSIP Numbers, nor is any representation made as to their correctness on the Series 2007A Bonds or as indicated in this Notice.

[Exhibit D to Defeasance Escrow Agreement]

**NOTICE OF ADVANCE REFUNDING**

\$7,070,000  
City of Cudahy, Wisconsin  
General Obligation Corporate Purpose Bonds, Series 2007A

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue maturing on March 1, 2017 through March 1, 2027 (the "Refunded Bonds") have been advance refunded by the City of Cudahy, Wisconsin pursuant to a Defeasance Escrow Agreement dated June 2, 2015 between the City and U.S. Bank National Association (the "Escrow Agent"). The Escrow Agent has been instructed to call the Bonds maturing March 1, 2017 through March 1, 2027 on March 1, 2016 (the "Redemption Date") for redemption on that date. United States government securities and cash have been placed in escrow with the Escrow Agent in an amount which, together with investment interest on it, is sufficient to pay the interest on the Refunded Bonds through the Redemption Date and to redeem the Refunded Bonds on the Redemption Date at a price of par plus accrued interest to the Redemption Date. Interest on the Refunded Bonds will cease to accrue on the Redemption Date. Payment of the redemption price of the Refunded Bonds will be made at the principal office of the Escrow Agent upon presentation and surrender of the Refunded Bonds.

Dated: \_\_\_\_\_

CITY OF CUDAHY, WISCONSIN

By: \_\_\_\_\_,  
U.S. Bank National Association, as Escrow  
Agent

CA #1

**MINUTES OF THE REGULAR MEETING OF THE COMMON COUNCIL OF THE CITY OF  
CUDAHY, HELD AT THE CUDAHY MUNICIPAL BUILDING, 5050 S. LAKE DR.  
MILWAUKEE COUNTY, WISCONSIN  
TUESDAY, APRIL 21, 2015 AT 7:00 P.M.**

**CERTIFICATION OF OPEN MEETING LAW REQUIREMENTS AND APPROVAL OF THE  
AGENDA**

The proper open meeting statement was read at this time.

**ROLL CALL**

Mayor John Hohenfeldt called the meeting to order at 7:00 PM. The following answered, "present" to the roll call: Council Members Moralez, Schissel, Hollenbeck, Bartoshevich and Litkowiec. Zoning Director Biernat, City Clerk Broderick and City Attorney Eberhardy were also in attendance.

**PUBLIC HEARINGS & PRESENTATIONS**

1. Presentation of honorariums to Tim Griffith, Stephanie Kressin, Gwenivere Eckert and Melissa Strzok for their acts of heroism.
  
2. Public hearing to hear the proposal to rezone the subject parcels at 3200, 3233 and 3333 E. Barnard Avenue from base zone of B-2 Community Business District to M-1 Limited Manufacturing District, submitted by the Department of Economic Development/Inspections & Zoning. The purpose of the rezone is to accommodate proposed development. The proposal is supported by market conditions likely to occur at site and location at the edge of a zoning district with a future land use of General Manufacturing. There is no change to the PUD Planned Unit Development Overlay.  
 Mayor Hohenfeldt opened the public hearing at 7:10 P.M.  
 Public Comment:
  - Kathleen Donahue of 3455 E. Plankinton Avenue expressed her concerns regarding noise, traffic, odor and pollution.
 Mayor Hohenfeldt called three times for more comments. There were none and the public hearing was closed at 7:16 P.M.
  
3. Public hearing to hear the proposal to rezone the subject parcels at 3326 and 3380-3412 E. Layton Avenue from base zone of B-2 Community Business District to M-1 Limited Manufacturing District, submitted by the Department of Economic Development/Inspections & Zoning. The purpose of the rezone is to accommodate building and business expansion plans which include site improvements. There is no change to the PUD Planned Unit Development Overlay.  
 Mayor Hohenfeldt opened the public hearing at 7:16 P.M.  
 Public Comment:
  - Attorney Haggerty representing National Tissue explained that they want to expand but cannot with the current zoning and will not sign long term lease unless the zoning is changed allowing for the expansion.
 Mayor Hohenfeldt called three times for comments. There were none and the public hearing was closed at 7:21 P.M.
  
4. Public hearing to hear the proposal to rezone the subject parcels at 4850, 5080, 5090, 4900, 5000, 5030 S. Pennsylvania Avenue and 2606 E. Carpenter Avenue from base zone of M-1 Limited Manufacturing District to B-5 Highway Business District, submitted by the Department of Economic The purpose of the rezone is to facilitate development complementary with the broader vision for the

Layton/Pennsylvania Avenue Gateway corridor as discussed in the 2020 Comprehensive Plan. There is no change to the PUD Planned Unit Development Overlay.

Mayor Hohenfeldt called opened the public hearing at 7:21 P.M.

Zoning Administrator Biernat explained that zoning needs to be brought into conformance with the City's Comprehensive Plan.

Public Comment:

- Jim Esser, owner of 4900 S. Pennsylvania Avenue objected to rezoning because if Roadrunner would ever leave, keeping the zoning at M-1 would make it easier to get people than a B-5 zoning would.
- Norb Thein, owner of property south of Roadrunner has property classified as wetland due to water flowing to the Edgerton channel because of drainage improvements done by the City and the state's rebuilding of Pennsylvania Avenue and 794. He feels the governmental entities have an obligation to move wetlands and should occur before rezoning takes place.

Mayor Hohenfeldt called three times for comments. There were none and the public hearing was closed at 7:49 P.m.

#### **PUBLIC COMMENT** (agenda items)

Kathleen Donahue of 3455 E. Plankinton spoke regarding rezoning issues.

**MOTION MADE BY ALD. LITKOWIEC, SECOND BY ALD. BARTOSHEVICH** to approve the items listed on the consent agenda. On the roll call vote motion carried unanimously.

1. Minutes of the Finance Committee meeting held April 8, 2015.
2. Minutes of the joint Plan Commission and Design Review Board held February 10, March 10, and April 1, 2015.
3. Minutes of the Board of Canvass of late arriving ballots from the April 7, 2015 election held April 13, 2015.
4. Minutes of the Board of Health held January 29 and March 24, 2015.

#### **ITEMS REMOVED FROM CONSENT AGENDA**

1. Minutes of the Regular Meeting of the Common Council held April 8, 2015. **MOTION BY ALD. SCHISSEL, SECOND BY ALD. LITKOWIEC** to approve with correction. On the roll call vote, motion carried unanimously.

Aldersperson Hollenbeck left the Common Council at 7:55 P.M.

#### **NEW BUSINESS**

1. Discussion and appropriate action regarding request of Jacqueline A. Campbell, Agent for Flash Back's (JJRC Holdings, LLC) for Class B Combination Liquor License at 5244 S. Packard Ave. **MOTION BY ALD. MORALEZ, SECOND BY ALD. BARTOSHEVICH** to approve. On the roll call vote, Alderspersons Moralez, Schissel, Litkowiec and Bartoshevich voted "aye". Aldersperson Hollenbeck "abstained". Motion carried.

Aldersperson Hollenbeck returned to the Common Council at 7:57 P.M.

2. Discussion and necessary action regarding Mayor reappointment of John Nelson for five year term expiring 04/18/20 on the Board of Electrical Examiners and new appointment of Vera Trifunovich for five year term expiring 04/30/20 on the Police and Fire Commission. **MOTION BY ALD. HOLLENBECK, SECOND BY ALD. MORALEZ** to approve. On the roll call vote, motion carried unanimously.

#### **DEPARTMENT MANAGER OR ELECTED OFFICIAL UPDATES**

Mayor:

- Update on Department of Economic Development
- Update from Plan Commission April, 2015 meeting.

## **INTRODUCTION/PASSAGE OF ORDINANCES & RESOLUTIONS**

### **PASSAGE OF ORDINANCES**

1. Discussion and necessary action regarding Ordinance No. 2414 entitled "An Ordinance to Change Zoning of the Parcels at 4850, 4900, 5000, 5030, 5080, 5090 S. Pennsylvania Avenue and the Parcel at 2606 E. Carpenter Avenue from a Base Zoning of M-1 Limited Manufacturing to B-5 Highway Business District to Harmonize the Zoning Map with the city of Cudahy's Adopted Layton/Pennsylvania Gateway Concept Plan and to Facilitate the Marketing and Promotion of Identified Parcels for Development Which Will Optimize Potential Value of Area as a Commercial Corridor". **MOTION BY ALD. BARTOSHEVICH, SECOND BY ALD. LITKOWIEC** to approve Ordinance No. 2414. On the roll call vote, motion carried unanimously.
2. Discussion and necessary action regarding Ordinance No. 2415 entitled "An Ordinance to Change Zoning of the Parcels at 3326 and 3380-3412 E. Layton Avenue from a Base Zone of B-2 Community Business District to M-1 Limited Manufacturing as Required to Facilitate Property Owner's Building and Business Expansion Including Site Improvements". **MOTION BY ALD. BARTOSHEVICH, SECOND BY ALD. SCHISSEL** to approve Ordinance No. 2415. On the roll call vote, motion carried unanimously.
3. Discussion and necessary action regarding Ordinance No. 2416 entitled "An Ordinance to Change Zoning of the Parcels at 3333, 3233, 3200 E. Barnard Avenue from a Base Zoning of B-2 Community Business District to M-1 Limited Manufacturing to Facilitate the Marketing and Promotion of the Subject Land for Development by Market-Driven Uses Most Likely to Occur at the Subject Location". **MOTION BY ALD. LITKOWIEC, SECOND BY ALD. BARTOSHEVICH** to approve Ordinance No. 2416. On the roll call vote, motion carried unanimously.

### **PASSAGE OF RESOLUTIONS**

1. Discussion and necessary action regarding Resolution No. 6931 entitled "A Resolution Recognizing Gwenivere R. Eckert For Her Act of Heroism". **MOTION BY ALD. HOLLENBECK, SECOND BY ALD. BARTOSHEVICH** to approve Resolution No. 6931. On the roll call vote, motion carried unanimously.
2. Discussion and necessary action regarding Resolution No. 6932 entitled "A Resolution Recognizing Stephanie J. Kressin for Her Act of Heroism". **MOTION BY ALD. BARTOSHEVICH, SECOND BY ALD. SCHISSEL** to approve Resolution No. 6932. On the roll call vote, motion carried unanimously.
3. Discussion and necessary action regarding Resolution No. 6933 entitled "A Resolution Recognizing Melissa Strzok for Her Act of Heroism". **MOTION BY ALD. LITKOWIEC, SECOND BY ALD. SCHISSEL** to approve Resolution No. 6933. On the roll call vote, motion carried unanimously.
4. Discussion and necessary action regarding Resolution No. 6934 entitled "A Resolution Recognizing Tim Griffith for His Act of Heroism". **MOTION BY ALD. HOLLENBECK, SECOND BY ALD. LITKOWIEC** to approve. On the roll call vote, motion carried unanimously.
5. Discussion and Necessary action regarding Resolution No. 6941 entitled "A Resolution Recognizing the Thirty-Six (36) Years of Dedicated Service of Joel Puczykowski Lead Purification Plant Operator-Cudahy Water Utility". **MOTION BY ALD. HOLLENBECK, SECOND BY ALD. MORALES** to approve Resolution No. 6941. On the roll call vote, motion carried unanimously.
6. Discussion and necessary action regarding Resolution No. 6942 entitled "A Resolution Honoring Charlene Smith 2015 Inductee to the Milwaukee County Senior Citizen Hall of Fame". **MOTION BY ALD. SCHISSEL, SECOND BY ALD. LITKOWIEC** to approve Resolution No. 6942. On the roll call vote, motion carried unanimously.

7. Discussion and necessary action regarding Resolution No. 6943 entitled "A Resolution Approving Certified Survey Map in the Northwest One-Quarter (1/4) Section Twenty-Six (26), Township Six (6) North, Range Twenty-Two (22) East (Lubbert Investment Corporation, Owner). **MOTION BY ALD. MORALES, SECOND BY ALD. BARTOSHEVICH** to approve Resolution No. 6943. On the roll call vote, motion carried unanimously.
8. Discussion and necessary action regarding Resolution No. 6944 entitled "A Resolution Approving the Claim of Scott & Bridget Falkowski". **MOTION BY ALD. HOLLENBECK, SECOND BY ALD. LITKOWIEC** to approve Resolution No. 6944. On the roll call vote, motion carried unanimously.
9. Discussion and necessary action regarding Resolution No. 6945 entitled "A Resolution Approving the Claim of Greg Ayers". **MOTION BY ALD. LITKOWIEC, SECOND BY ALD. HOLLENBECK** to approve Resolution No. 6945. On the roll call vote, motion carried unanimously.
10. Discussion and necessary action regarding Resolution No. 6946 entitled "A Resolution Denying the Claim of Lisa Witkowiak". **MOTION BY ALD. SCHISSEL, SECOND BY ALD. LITKOWIEC** to approve Resolution No. 6946. On the roll call vote, motion carried unanimously.

**\*PUBLIC COMMENT** (on any subject items).

None

**MOTION BY ALD. BARTOSHEVICH, SECOND BY ALD. HOLLENBECK** to adjourn at 8:33 P.M.  
Motion carried unanimously.

Passed and approved this 5<sup>th</sup> day of May, 2015.  
John Hohenfeldt, Mayor  
ATTEST: Dennis Broderick/Clerk Treasurer

CA  
~~AB~~ #2

**MINUTES OF THE COMMUNITY DEVELOPMENT AUTHORITY FOR THE CITY OF  
CUDAHY, HELD AT THE CUDAHY MUNICIPAL BUILDING,  
5050 S. LAKE DR., MILWAUKEE COUNTY, WI HELD  
Tuesday March 24, 2015 @ 5:30 P.M.**

**ROLL CALL**

Chairman Ald. Jason Litkowiec called the meeting to order at 5:30 pm. The following answered "present" to the roll call: Ald. Randy Hollenbeck, Joan Houlehen, Bob Grams, Randy Pheifer, and Marty Van Hoof. Rick Ceschin was excused. Also present Mayor John Hohenfeldt, Development Director Brian Biernat, and Finance Director Bruce Schuknecht.

**MEETING STATEMENT**

The proper open meeting statement was read at this time.

**MINUTES**

**MOTION WAS MADE BY BOB GRAMS, SECOND BY MARTY VAN HOOFF** to approve the minutes from the February 24, 2015 CDA meeting. Motion carried unanimously.

**OLD BUSINESS**

None

**NEW BUSINESS**

3. Discussion and appropriate action regarding Judy Carlin's request for deferral of Gift Shoppe's loan during the Packard Avenue construction period and also request in the absence of the Wind Garden during the construction, retaining 3-4 parking spots at the west end of the CDA - owned adjacent lot. The insurance is still in force. Development Director Brian Biernat explained to Judy Carlin that the CDA property on the west end would not be available due to a underground room that was constructed. **MOTION WAS MADE BY JOAN HOULEHEN, SECOND BY RANDY PHEIFER** to grant deferral of the Gift Shoppe's loan during the entire Packard Avenue construction period. Motion carried Unanimously.
4. Review staff report summarizing economic development activities within TID # 1 since 2012. Development Director Brian Biernat distributed to members a detailed spreadsheet detailing development activities during the period of 2012 - 2015. Information detailed that estimated new tax payments of \$6,076,000 from 2017 through 2021 (cumulative) based on \$45,108,000 of new increment generated and that the City has been good stewards of tax revenue. No action taken.

**MOTION MADE BY JOAN HOULEHEN, SECOND BY BOB GRAMS** to adjourn the meeting at 6:09pm. Motion carried unanimously.

NB #2

PARADE PERMIT APPLICATION

TODAY'S DATE 3/24/2015

FEE: \$25.00

DATE OF PARADE/RUN 6/14/2015

DEPOSIT: \$75.00

APPLICANT NAME Madeline Cross

PHONE 678.575.2988

ADDRESS 36 E. Grand, Chicago, IL 60611

ORGANIZATION Ignition - Inc

PHONE 678.575.2988

CORPORATE ADDRESS 36 E. Grand, Chicago, IL 60611

OFFICERS OF ORGANIZATION Mike Hersom

PARADE/RUN CHAIRMAN Madeline Cross

PHONE 678.575.2988

ADDRESS 36 E. Grand, Chicago, IL 60611

ROUTE TO BE TRAVELED, INCLUDING STARTING POINT AND TERMINATION POINT Start at S Lake Dr

End at South Lake Dr.

Route: <https://www.google.com/maps/d/edit?mid=zKv6Qni42Kl8.k8dpTrmz5fsQ>

20 APPROXIMATE NUMBER OF PERSONS WHO, ANIMALS AND VEHICLES WHICH, AND SIGNS, BANNERS AND FLAGS WHICH WILL BE IN THE PARADE OR RUN

THE TYPE OF ANIMALS, DESCRIPTION OF THE VEHICLES AND THE SIGNS, BANNERS AND FLAGS

3 Los Angeles County Sheriff squad cars, 2 Sedans, 1 SUV, and 1 pick up truck.

HOURS WHEN THE PARADE OR RUN WILL START AND TERMINATE 6:24 pm - 7:15

WILL THE PARADE OR RUN OCCUPY ALL OR ONLY A PORTION OF THE WIDTH OF THE STREETS PROPOSED The relay would only take up one lane.

NAMES OF STREETS TO BE USED AS ASSEMBLY AREAS FOR THE PARADE OR RUN no

assembly area. run will be moving on Lake Dr. already from South Milwaukee

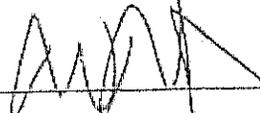
TIME AT WHICH UNITS OF THE PARADE OR RUN WILL BEGIN TO ASSEMBLE 6:24pm

THE INTERVAL OF SPACE TO BE MAINTAINED BETWEEN UNITS OF THE PARADE OR RUN

5-10 feet

NOTE: A CERTIFICATE OF LIABILITY INSURANCE IS REQUIRED.

I HAVE RECEIVED AND READ THE STANDARDS FOR PERMIT ISSUANCE.

SIGNATURE 

DATE 4/12/15

PERMIT STANDARDS FOR ISSUANCE, The Common Council shall issue a permit as provided for here under when from a consideration of the application and from such other information as may otherwise be obtained, including recommendations of the Fire Chief and Police Chief, they find that:

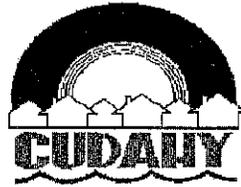
- a. The conduct of the parade or run will not substantially interrupt the safe and orderly movement of the other traffic contiguous to its route;
- b. The conduct of the parade or run will not require the diversion of so great a number of police officers of the City to properly police the line of movement and areas contiguous thereto as to prevent normal police protection in the City.
- c. The concentration of persons, animals, and vehicles at assembly points of the parade will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly area;
- d. The conduct of such parade or run will not interfere with the movement of firefighting equipment enroute to a fire, or with fire rescue equipment;
- e. The conduct of the parade or run is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create disturbances or incite a riot;
- f. The parade or run is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays enroute;
- g. The parade or run is not to be held for the sole purpose of advertising any product, goods or event, and is not designed to be held purely for private profit;
- h. No other permit has been issued for conducting any other parade or run at the same time within the City;
- i. Past performances of the permittee and/or the permittee's organization.
- j. If the reasons for permit denial can be compensated for (such as police overtime), the permit may be issued upon the payment of a fee anticipated to cover such expenses.

FILING DATE SHALL NOT BE LESS THAN THIRTY (30) DAYS BEFORE THE DATE ON WHICH THE EVENT IS TO TAKE PLACE.

IF PARADE OR RUN IS TO BE HELD BY AND ON BEHALF OF OR FOR ANY OTHER PERSON OTHER THAN THE APPLICANT, THE APPLICANT FOR SUCH PERMIT SHALL FILE WITH THE CITY CLERK A COMMUNICATION IN WRITING FROM THE PERSON PROPOSING TO HOLD THE PARADE OR RUN AUTHORIZING THE APPLICANT TO APPLY FOR THE PERMIT ON HIS BEHALF.



NB #3



**John Hohenfeldt**

**Mayor, City of Cudahy**

Memo to: Honorable Members of the Common Council  
RE: Mayor's Appointments to Various City Boards, Commissions and Committees.

Honorable Members of the Common Council, The Chair nominates the following Mayoral appointment to various boards, commissions and committees for your confirmation this evening.

**Board of Health:**

Patti Wisniewski, term expiring 4/30/2016\*

\*filing the balance of term from resignation of Carol Wantuch from the Board of Health.

**Community Development Authority:**

Ray Glowacki, term expiring 5-20-2016\*

\*filing the balance of term from resignation of Rick Ceschin from the Community Development Authority.

With these nominations, this person shall constitute Committee Member Nominations, and a motion to approve the Mayor's appointments would be in order.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John R. Hohenfeldt". The signature is fluid and cursive, written over a white background.

John R. Hohenfeldt

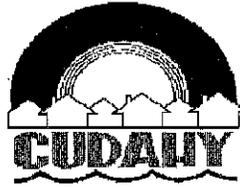
Mayor

05/05/2015

"Generations of Pride"

Office of the Mayor . City Hall, 5050 South Lake Drive, P.O. Box 100510, Cudahy, WI 53110  
(414)769-2222 Fax (414) 769-2257 jhohenfeldt@ci.cudahy.wi.us

*Update 1*



**John Hohenfeldt**

**Mayor, City of Cudahy**

Memo to: Honorable Members of the Common Council

RE / Agenda Item: Update to the Common Council regarding two development Projects in the City of Cudahy.

The City of Cudahy learned that on April 23, 2015, Bear Development was awarded Federal Income Housing Tax Credits (WHEDA) for their proposed project in the City of Cudahy at 3503-3549 East Layton Avenue. Bear Development has proposed a three story 65,000 square foot building with underground parking, 4,400 square feet of street level retail on Layton Avenue, and 56 residential units in a mix of one, two and three bedroom units. The building will contain additional amenities for tenants and has an estimated value of \$10 million.

The property for the development is currently owned by the City of Cudahy Community Development Authority. Bear Development made initial presentations to the Community Development Authority and Plan Commission in December 2014. As a part of the financing packet, the WHEDA tax credits were a part of the overall project plan.

A second project, for a proposed 60 unit residential project by Development Consulting Services for the redevelopment of the former Nativity of the Lord Parish and School located at 3767 East Underwood Avenue did not receive funding from WHEDA during the 2015 funding cycle. The developer of this project, Michael Lerner remains committed to seeing redevelopment on this site and will work on alternative means to attempt to keep redevelopment on the site moving forward. There is currently no time table available on this second project at this time.

Staff will begin working on the appropriate actions for the implementation and additional needed approvals for the Bear Development Project on Layton Avenue.

Respectfully reported to the Common Council:

A handwritten signature in black ink, appearing to read "John R. Hohenfeldt", is written over a faint, larger version of the same signature.

John R. Hohenfeldt

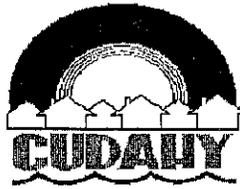
Mayor

05/05/22015

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(414)769-2222 Fax (414) 769-2257 jhohenfeldt@ci.cudahy.wi.us

Update 2



**John Hohenfeldt**

**Mayor, City of Cudahy**

TO: Honorable Members of the Common Council

RE: Report to the Common Council, Neighborhood Loan Program

Annual Report to the Common Council, May 2015

Dear Honorable Members of the Common Council:

Under the Neighborhood Loan Program approved by the Common Council and the Community Development Authority, there are two reporting requirements to the Common Council. First a quarterly report on all loans given within the guidelines of the manual is to be reported to the Common Council on a quarterly basis. The second reporting requirement is for an annual report of the program to be presented at the first regular meeting of the Common Council held in May of each year.

Annual Report of Program:

During the last twelve months, because of the differences between the Village of Shorewood Program and the City of Cudahy program, implementation of the program was delayed until spring of 2015. During the last twelve months, the differences and appropriate actions needed by governmental bodies, including the legal agreement between North Shore Bank and the City of Cudahy have been approved and implemented. To summarize, the following events have taken place since the last quarterly report to the Common Council, last provided February 2015.

1. On the evening of March 3, 2015 the Common Council approved and allowed for the executive of the legal agreement between the City of Cudahy and North Shore Bank.
2. On February 5, 2015, an internal training session was conducted for appropriate city staff on the implementation of the program, and required actions needed by the city.
3. During the month of February 2015, the appropriate computer software and associated systems were put in place between the City and North Shore to allow for the implementation of the program, and the processing of loans and associated requirements.
4. The City of Cudahy is working on setting up the required credit reporting system for approved applications.

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(414)769-2222 Fax (414) 769-2257 jhohenfeldt@ci.cudahy.wi.us

5. The program was advertised in the City of Cudahy Newsletter and information has been made available to the general public in March of 2015.
6. A marketing presentation to the real estate community will be held in either May or June of 2015 to educate potential buyers about the program.
7. The City of Cudahy currently has two potential candidates that are under review for potential loans for attic conversions at this time. Both of those potential applications saw the program in the city newsletter and are currently providing necessary information to North Shore Bank and the City of Cudahy.

Respectfully reported to the Common Council of the City of Cudahy:



John R. Hohenfeldt  
Mayor  
05/05/2015

"Generations of Pride"

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(414)769-2222 Fax (414) 769-2257 [jhohenfeldt@ci.cudahy.wi.us](mailto:jhohenfeldt@ci.cudahy.wi.us)