

Finance Committee Agenda

Jefferson County

Jefferson County Courthouse, Room C1021

311 S. Center Ave.

Jefferson, WI 53549

***REVISED 03-05-2024**

Date: Wednesday, March 6, 2024

Time: 9:00 a.m.

Committee members: Jones, Richard (Chair); Kutz, Russell; Jaeckel, George (Vice-Chair); Christensen, Walt; Drayna, David

1. Call to order
2. Roll call (establish a quorum)
3. Certification of compliance with the Open Meetings Law
4. Approval of the agenda
5. Approval of minutes for Finance Committee for February 7, 2023
6. Communications
7. Public Comment (Members of the public who wish to address the Committee on specific agenda items must register their request at this time)
8. Discussion on Establishing a Funding Source for Agricultural Conservation Easements
9. Discussion and possible action on Live Local Development Fund Contribution/Donation agreement
10. Discussion and possible action on awarding bid for demolition for the Flood Mitigation project
11. Discussion and possible action on opening a bank account with Ixonia Bank
12. Discussion and possible action on authorizing year-end requests to carry over budget appropriations from fiscal year 2023 to fiscal year 2024 and amending the 2024 budget
13. Discussion and possible action on authorizing contingency fund transfer to offset fiscal year 2023 departmental deficits
14. Discussion and possible action on status of Courthouse/Sheriff/Jail improvement project and 2021A and 2022A bond funds
15. Discussion and possible action on update on American Rescue Plan Act funding
16. Discussion and possible action on determining the disposition of foreclosed properties, setting minimum bids for the sale of foreclosed properties, and considering offers to purchase on foreclosed properties
17. ***Discussion and Possible Action on amending the State-Local Agreement with Wisconsin Emergency Management for State-Local Hazard Mitigation Grant Program Assistance**
18. Convene in closed session pursuant to section 19.85 (1)(e) Wis. Stats. for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, for the purpose of discussion and possible action on setting minimum bids, selling and considering offers to purchase on tax foreclosed properties and other county owned properties and pursuant to section 19.85 (1)(g) Wis. Stats. to confer with legal counsel concerning strategy to be adopted by Jefferson County with respect to litigation in which it is or is likely to become involved for the purpose of discussion and possible action on claims against Jefferson County
19. Reconvene in open session for action on closed session items if necessary
20. Update on contingency fund balance
21. Discussion of funding for projects related to the new highway facilities and sale of old highway facilities
22. Set future meeting schedule, next meeting date, and possible agenda items
23. Review of invoices
24. Adjourn

Next scheduled meetings: Wednesday, April 10, 2024 (Regular meeting)
 Wednesday, May 1, 2024 (Organizational/Regular meeting)
 Tuesday, June 11, 2024 (Regular meeting)

Join Zoom Meeting

<https://us06web.zoom.us/j/87697754337?pwd=cnVKMzd0TkZFY3RPRHpxMW5kTGxVdz09>

Meeting ID: 876 9775 4337

Passcode: Meet2022

A Quorum of any Jefferson County Committee, Board, Commission or other body, including the Jefferson County Board of Supervisors, may be present at this meeting.

Individuals requiring special accommodations for attendance at the meeting should contact the County Administrator 24 hours prior to the meeting at 920-674-7101 so appropriate arrangements can be made.

moves \$112,500 from ending restricted fund balance to expense and increases the 2024 Parks budget revenue and expense by \$26,742.48 for donations received in 2023 for this purpose was presented to the Committee for their review. The resolution will go to the full Board of Supervisors in their February 13, 2024 meeting. No action was taken.

11. Discussion and possible action on Priority Based Budgeting – Finance Director DeVries updated the Committee on the status of the Priority Based Budgeting program. No action was taken.

12. Discussion and possible action on claim made against Jefferson County by Peggy Kirk – Motion by Drayna/Kutz to deny the claim and refer the resolution to the County Board of Supervisors. The motion passed 4-0.

13. Discussion and possible action on status of Courthouse/Sheriff/Jail improvement project and 2021A and 2022A bond funds - DeVries updated the Committee on the status of the bond funds and project costs vs budget. No action was taken.

14. Discussion and possible action on update on American Rescue Plan Act funding - DeVries discussed the status of the ARPA funding. No action was taken.

15. Discussion and possible action on determining the disposition of foreclosed properties, setting minimum bids for the sale of foreclosed properties and considering offers to purchase on foreclosed properties – Paralegal Stolar presented the Committee with a list of proposed foreclosures. Motion by Christensen/Jones to foreclose on all tax delinquent properties presented with a balance of taxes, interest and penalties of greater than \$1,000. The motion passed 4-0.

16. Convene in closed session pursuant to section 19.85 (1)(e) Wis. Stats. for deliberating or negotiating the sale of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically for the purpose of discussion and possible action regarding the proposed sale of approximately 100 acres of county owned property to Project Dove, LLC – The Committee did not convene into closed session.

17. Reconvene in open session for action on closed session items if necessary – No action taken.

18. Discussion and possible action on 2023 projections of budget vs. actual revenues and expenditures – DeVries directed the Committee’s attention to the budget revenue and expenditure summaries in the agenda package. No action was taken.

19. Review of the financial statements and department update for December 2023-Finance Department - No action was taken.

20. Review of the financial statements and department update for December 2023-Treasurer’s Office - No action was taken.

21. Review of the financial statements and department update for December 2023-Child Support – No action was taken.

22. Update on contingency fund balance – Before any action taken during the meeting, the balance of the 2023 general contingency is \$413,000 for general contingency, \$2,395,432.66 for other

contingency and \$300,000 for vested benefit contingency. The balance of the 2024 general contingency is \$499,999.38, other contingency is \$0, and vested benefit contingency is \$300,000.

23. Discussion of funding for projects related to the new Highway Facilities and sale of old Highway Facilities. Wehmeier updated the Committee on the progress of the old highway site.

24. Set future meeting schedule, next meeting date, and possible agenda items – The next meeting is scheduled for Wednesday, March 6, 2024 at 9:00 a.m. Possible agenda items were continued discussion on the PACE program and Farmland Preservation program and discussion on 2023 year-end results and approval of budget carryover amounts.

25. Review of Invoices - After review of the invoices, a motion was made by Jaeckel/Kutz to approve the payment of invoices totaling \$6,219,292.63. The motion passed 4-0.

26. Adjourn – A motion was made by Drayna/Kutz to adjourn at 3:24 p.m. The motion passed 5-0.

Respectfully submitted,

Marc DeVries, Finance Director
Jefferson County

RESOLUTION NO. 2024-__

Establishing a Funding Source for Agricultural Conservation Easements

Executive Summary

The Land and Water Conservation Department implements an agricultural conservation easement program to permanently protect working farms from non-agricultural development through purchase or donation of development rights. The agricultural conservation easement program is used to leverage federal funds for the program such that for every dollar Jefferson County has spent, the federal government has provided \$2.64.

All the current restricted funds for the agricultural conservation easement program is planned to be used by the end of 2024. The Jefferson County Administrator has proposed \$500,000 from three past sales of county-owned land to be put into the agricultural conservation easement program. Additional funding will be needed each year to ensure the future of the program.

The Land and Water Conservation Committee, Finance Committee, and Executive Committee considered this resolution at their meeting on February 21, 2024, March 6, 2024, and March 27, 2024, and recommended forwarding to the County Board for approval.

WHEREAS, the Executive Summary is incorporated into this resolution, and

WHEREAS, farms, food processors, and agricultural businesses generate more than 7,000 jobs, \$2 billion in economic activity, and almost \$40 million in sales tax, property tax and income tax in Jefferson County, and

WHEREAS, available agricultural statistics documented the loss of 14.3% of Jefferson County farm acres from 1997 to 2017, and

WHEREAS, the preservation of farmland accomplishes several goals in Jefferson County's Comprehensive Plan and Agricultural Preservation and Land Use Plan.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors hereby authorizes the Finance Committee to allocate \$500,000 from the proceeds received from sale of County-owned land to the agricultural conservation easement program,

BE IT FURTHER RESOLVED, that the Jefferson County Board of Supervisors hereby authorized the Finance Committee to allocate at least \$50,000 per year from either future land sales or solar farm payments in lieu of taxes to the agricultural conservation easement program.

Fiscal Note: This must explain the fiscal impact of the County Board passing this resolution. Sometimes there will be no fiscal impact. In that case, state, "this resolution has no fiscal impact." If there is a fiscal impact, make sure it is stated, such as "passing this resolution will cost \$50,000 which is included in the Corporation Counsel budget for 2016." If your resolution requires a budget amendment, you must indicate this in the fiscal note by stating, "This is a budget amendment. County Board approval requires a two-thirds vote of the entire membership of the County Board (20 members of the 30 member County Board must vote in favor of the budget amendment)."

Ayes: _____ Noes: _____ Abstain: _____ Absent: _____ Vacant: _____

Referred By
_____ Committee

04-??-24

REVIEWED: County Administrator: _____; Corporation Counsel: _____; Finance Director: _____

[CONTRIBUTION / DONATION] AGREEMENT

This [CONTRIBUTION / DONATION] AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 20__ (the “**Effective Date**”) by and between _____, a [_____] (the [“**Contributor / Donor**”]), and GLACIAL HERITAGE DEVELOPMENT PARTNERSHIP, INC., d/b/a THRIVE ECONOMIC DEVELOPMENT, a Wisconsin non-profit corporation (the “**Thrive ED**”).

RECITALS

A. Thrive ED has established the Live Local Development Fund (the “**Fund**”) to provide loans to developers (each a “**Loan**” and, collectively, the “**Loans**”) to assist in financing housing development projects in Jefferson County, Wisconsin and its surrounding communities (each a “**Project**” and, collectively, the “**Projects**”).

B. [Contributor / Donor] wants to [contribute / donate] funds to the Fund to assist Thrive ED in making Loans for Projects.

C. This Agreement memorializes [Contributor’s / Donor’s] [contribution / donation] to the Fund and set forth the terms applicable to such [contribution / donation].

AGREEMENT

In consideration of the foregoing RECITALS that are true, valid and incorporated herein by reference and the mutual covenants set forth below, the parties hereto agree as follows:

1. [Contribution / Donation]. Simultaneously with the execution and delivery of this Agreement, [Contributor / Donor] hereby [contributes / donates] _____ Dollars (\$ _____) to Thrive ED for deposit into the Fund (the “**Contribution / Donation**”).

2. Acceptance. Thrive ED hereby accepts the [Contribution / Donation] and agrees to use such [Contribution / Donation] to make Loans for Projects consistent with Thrive ED’s then applicable loan policies (the “**Loan Policies**”).

3. Documentation. [Contributor / Donor] acknowledges that it has received from Thrive ED all documents [Contributor / Donor] has reasonably requested in connection with the Fund, including, without limitation, the Loan Policies in effect as of the Effective Date.

4. Use of [Contribution / Donation]. The parties hereto acknowledge that Thrive ED will, in Thrive ED’s sole discretion, determine the Projects that qualify for Loans consistent with the Loan Policies, and regardless of the [Contribution / Donation] by [Contributor / Donor], [Contributor / Donor] shall have no independent ability to approve or reject a Loan for any Project.

5. [Terms of Contribution (APPLIES TO CONTRIBUTION ONLY)]. The parties hereto agree that the Contribution is given by Contributor and received by Thrive ED subject to the following terms:

(a) [INSERT TERMS SPECIFIC TO THE CONTRIBUTION]

6. Representations and Warranties. [Contributor / Donor] and Thrive Ed each hereby individually represents and warrants that they each have all necessary approvals and authority to enter into this Agreement and to carry-out the terms set forth herein.

7. Fund Investors Agreement in Live Local Development Fund. Attached hereto as Exhibit A and incorporated herein by reference is a copy of the “Investors’ Agreement” with regard to the Fund (the “**Investors’ Agreement**”). [Contributor / Donor] hereby agrees to join and at all times comply with all of the terms in the Investors’ Agreement. [Contributor / Donor] is currently considered a[n] [Debt / Equity / Donor] Investor under the Investors’ Agreement.

8. General Provisions.

(a) Governing Law/Jurisdiction/Venue. This Agreement is governed by and will be interpreted and construed in accordance with the Laws of the State of Wisconsin. The parties agree to resolve any and all conflicts, complaints, lawsuits or any other action related to this Agreement in Jefferson County Circuit Court or the federal district court for the Eastern District of Wisconsin and hereby waive all claims that such court is an inconvenient forum to hear any such conflict, complaint, lawsuit or other action.

(b) Binding Effect/Assigns. All the terms, provisions, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, representatives, successors and assigns. Neither [Contributor / Donor] nor Thrive shall assign this Agreement or its respective obligations hereunder without the prior written consent of the other party which consent will not be unreasonably withheld, conditioned or delayed.

(c) Counterparts. This Agreement may be executed (including by electronic means, including, without limitation, DocuSign or by the electronic transmission of an executed signature) in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument.

(d) Severability. If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable, the invalid or unenforceable provision shall be severed from this Agreement and the remainder of this Agreement shall not be affected thereby, and such remainder shall be given full force and effect.

(e) No Third-Party Beneficiary or Joint Venture. Nothing in this Agreement shall be deemed or construed to create any relationship of third-party beneficiary, of principal or agent, of limited or general partners, of joint venture, or of any association whatsoever between the parties. This Agreement shall not be construed as creating any sort of fiduciary relationship between the parties.

(f) No Construction Against the Drafter. All of the parties hereto are sophisticated parties and have had an opportunity for their respective counsel to review and advise on the terms of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or

conditions, there shall be no inference, presumption or conclusion drawn whatsoever against any party hereunder by virtue of that party having drafted this Agreement.

(g) Entire Agreement/Amendment. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and can only be amended or modified in writing executed by all parties hereto.

(h) Waiver of Jury Trial. EACH PARTY HERETO WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT, THAT EACH PARTY HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT AND THAT EACH PARTY WILL CONTINUE TO RELY ON THIS WAIVER BEYOND THE EFFECTIVE DATE. EACH PARTY WARRANTS AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

[The remainder of this page is intentionally left blank with a signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this [Contribution / Donation] Agreement as of Effective Date.

[CONTRIBUTOR / DONOR]:

By: _____
_____ , _____

THRIVE ED:

**GLACIAL HERITAGE DEVELOPMENT
PARTNERSHIP, INC. d/b/a THRIVE ECONOMIC
DEVELOPMENT**

By: _____
_____ , _____

EXHIBIT A
INVESTORS' AGREEMENT

[SEE ATTACHED]

INVESTORS' AGREEMENT

THIS INVESTORS' AGREEMENT (the "**Agreement**") is dated as of [____], 2024 (the "**Effective Date**") and is made by and among the LIVE LOCAL DEVELOPMENT FUND ("**LLDF**") and JEFFERSON COUNTY, WISCONSIN, located at 311 S. Center Avenue, Jefferson WI 53549 ("**Jefferson County**"), GREATER WATERTOWN COMMUNITY HEALTH FOUNDATION, INC., located at 600 E Main Street, Suite 200, Watertown, WI 53094 ("**GWCHF**"), Ixonia Bank, located at W1046 Marietta Avenue, Ixonia, WI 53036 ("**Ixonia Bank**"), and any other investor(s) who are joined hereto by executing and delivering a Donation Agreement or Contribution Agreement for the LLDF (collectively, with Jefferson County, GWCHF, and Ixonia Bank, the "**Investors**" and, individually, a "**Investor**").

RECITALS

A. Glacial Heritage Development Partnership, Inc. d/b/a Thrive Economic Development established the LLDF to provide financial support to developers for eligible housing projects in Jefferson County, Wisconsin, of Cambridge, Wisconsin, Watertown, Wisconsin and Whitewater, Wisconsin (each a "**Project**" and, collectively, the "**Projects**").

B. In order to provide financial support for Projects, LLDF is seeking and receiving investments from various Investors from time to time.

C. Unless otherwise agreed to by the LLDF and the Investors, the funds donated or contributed to the LLDF by an Investor will be maintained in a separate subaccount of the LLDF (each a "**Subaccount**" and, collectively, the "**Subaccounts**") from which a Project will be funded based on the eligibility criteria for the use of the funds in such Subaccount.

D. Some Projects may require funds from multiple Subaccounts.

E. The LLDF and Investors wish to memorialize their respective rights, obligations and agreements amongst each other with regard to the use of funds in the Subaccounts, payment and collection priorities and other matters set forth herein.

F. Capitalized terms not defined herein shall have the meaning assigned to such term in the LLDF's Loan Policy as it may be revised from time to time.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the LLDF and each Investor hereby agrees as follows:

1. Definitions.

- a. "**Collateral**" means, for each Project, all of the property of the borrower(s) of a Project Loan, whether real or personal and whether now owned or hereafter acquired, and any other security LLDF receives in connection with to a Project Loan, including, but not limited to, any guaranties.
- b. "**Contribution Agreement**" means the Contribution Agreement between the LLDF and a given Investor governing the Investor's contribution of funds into the LLDF.

Commented [BW1]: COMMENT #1: Will there be a situation where funds will go into a general account for the LLDF and not a designated Subaccount? If so, we should keep this phrase in and determine what level of consent (e.g., unanimous, majority, supermajority, etc.) will be needed to approve of funds going into a general account instead of a Subaccount). If not, we can delete this phrase.

- c. **“Credit Facility”** means a line of credit or similar credit facility made by a Debt Investor to the LLDF that will be deemed a Debt Investor’s Subaccount for purposes of this Agreement.
- d. **“Debt Investor”** means an Investor who is providing a Credit Facility and such Investor receives payments of principal and interest based on the terms of such Credit Facility.
- e. **“Debt Investor Loan”** means a loan made by a Debt Investor to the LLDF.
- f. **“Donation Agreement”** means the Donation Agreement between the LLDF and a given Investor governing the Investor’s donation of funds into the LLDF.
- g. **“Donation Investor”** means an Investor who is providing funds to the LLDF in the form of a charitable donation and who will not receive any principal, interest or other return from the funds provided to the LLDF.
- h. **“Equity Investor”** means an Investor who is providing funds to the LLDF in the form of a loan that will be paid back to such Investor with principal and interest equaling such Investor’s required return on investment set forth in such Investor’s Contribution Agreement.
- i. **“Equity Investor Loan”** means a loan made by an Equity Investor.
- j. **“Evergreen Equity Contribution”** means an Evergreen Equity Investor’s contribution of funds to the LLDF in which the principal amount of such contribution will permanently stay in the LLDF and be used for making Project Loans, but a portion of the interest payments received in regard to each Project Loan made with such funds will be returned to such Investor as set forth in such Investor’s Contribution Agreement.
- k. **“Evergreen Equity Investor”** means an Investor who is making an Evergreen Equity Contribution to the LLDF.
- l. **“LLDF Expenses”** means the fees, costs, expenses and other obligations incurred by the LLDF in order to administer and operate the LLDF and make Project Loans, including, without limitation, administration fees, attorneys’ fees and accountant fees.
- m. **“LLDF General Account”** means the account owned by the LLDF that contains funds or proceeds from funds that may be used by the LLDF in its sole and absolute discretion (with no restrictions or requirements from any Investor).
- n. **“LLDF Loan Loss Reserve Account”** means the account owned by the LLDF that contains funds or proceeds from funds that will be reserved by the LLDF to make payments on defaulted Project Loans.
- o. **“LLDF Loan Policy”** means the Live Local Development Fund Loan Policy as it may be amended from time to time.

Commented [BW2]: COMMENT #2: Please confirm if both concepts are necessary. The Equity Investor would be a one (or multiple) time loan where the principal is paid back at some point whereas the Evergreen Equity Investor would keep the principal in the LLDF at all times with interest payments providing the investment rate of return.

- p. **“Project Loan”** means a loan by the LLDF for a given Project.
- q. **“Proportionate Interest”** means, as to an Investor, the amount advanced from such Investor’s Subaccount for a given Project Loan divided by the sum of all amounts advanced for such Project Loan.

2. Debt Investors.

- a. Rights and Powers. Debt Investors shall have the ability to enforce any and all rights and powers set forth in their respective Contribution Agreement, in the loan documents evidencing the Credit Facility and this Agreement. Additionally, Debt Investors may, at such Debt Investor’s discretion, require the LLDF to maintain a deposit account with the Debt Investor with an account balance equal to at least Seven and Eight Tenths Percent (7.8%) of the funds contributed by such Debt Investor to the LLDF as set forth in such Debt Investor’s Contribution Agreement for as long as such Debt Investor’s Credit Facility is available to make Project Loans.
- b. Duties. Debt Investors have the following duties:
 - i. Execute and deliver their respective Contribution Agreement, their respective loan documents evidencing the Credit Facility and this Agreement (including, if applicable, by joinder agreement) to the LLDF;
 - ii. Make advances on such Debt Investor’s Credit Facility upon request of the LLDF provided: (1) all conditions in the Credit Facility are met, (2) the advance will not exceed the amount available under the Debt Investor’s Credit Facility, and (3) the Project for which the Project Loan will be made meets the eligibility requirements set forth in such Debt Investor’s Contribution Agreement; and
 - iii. Timely provide the other Investors a notice of default by the LLDF as set forth in Section 13 below.
- c. Distribution of Funds. On each Project Loan that is funded by a Debt Investor Loan or Debt Investor Loans, each Debt Investor shall receive from the LLDF payments of principal and interest as outlined in such Debt Investor’s respective Credit Facility in an amount equal to such Debt Investor’s Proportionate Interest of such payment received on such Project Loan. If there is an event of default under a Project Loan, the Debt Investors with Debt Investor Loans related to such Project Loan shall share in the funds that are available to the LLDF or become available upon the sale of Collateral related to such Project Loan on a pari passu basis amongst all of the Debt Investors based on such Debt Investor’s Proportionate Interest. In the event the sale of Collateral does not pay off the Project Loan (and, to the extent applicable, all such Debt Investor Loans) in full, then the LLDF will use funds in the LLDF Loan Loss Reserve or the LLDF General Account to pay-off such Debt Investors Loans, to the extent possible.

Commented [BW3]: COMMENT #3: We should discuss when to use loan loss reserves and when, if ever, to be able to use funds in the General Account.

- d. Priority in Collateral. Each Debt Investor providing a Debt Investor Loan related to a given Project Loan shall have an interest in the related Collateral in an amount equal to such Debt Investor's Proportionate Interest and share in the proceeds from the sale of such Collateral on a pari passu basis with all other Debt Investors, based on such Debt Investor's Proportionate Interest.
- e. Dissociation. Upon the termination of a Credit Facility, the Debt Investor related to such Credit Facility shall no longer be an Investor, the Contribution Agreement shall terminate and all rights and privileges granted hereunder or under the Contribution Agreement shall terminate, but any and all obligations outstanding or to be performed by such Debt Investor thereunder or hereunder shall remain outstanding, due and owing to the LLDF until satisfied by such Debt Investor.

3. Equity Investors.

- a. Rights and Powers. Equity Investors have the right to enforce any and all rights and powers set forth in their respective Contribution Agreement and this Agreement.
- b. Duties. Equity Investors have the following duties:
 - i. Execute and deliver their respective Contribution Agreement and this Agreement (including, if applicable, by joinder agreement) to the LLDF; and
 - ii. Permit the LLDF to use funds in such Equity Investor's Subaccount to make a Project Loan or Project Loans, provided: (1) there are funds available in such Subaccount to make all or a portion of a Project Loan, and (2) the Project for which the Project Loan will be made meets the eligibility requirements set forth in such Equity Investor's Contribution Agreement.
- c. Distribution of Funds. On each Project Loan that is funded by an Equity Investor's Subaccount or Equity Investors' Subaccounts, each Equity Investor shall receive from the LLDF payments of principal (if applicable) and interest (if applicable) as outlined in such Equity Investor's Contribution Agreement in an amount equal to such Equity Investor's Proportionate Interest of such payment received on such Project Loan. If there is an event of default under a Project Loan, the Equity Investors with Subaccount funds used for such Project Loan shall share in the funds that are available to the LLDF or become available upon the sale of Collateral related to such Project Loan on a pari passu basis amongst all of the Equity Investors based on such Equity Investor's Proportionate Interest. In the event the sale of Collateral does not pay off the Project Loan in full, then the LLDF will use funds in the LLDF Loan Loss Reserve or the LLDF General Account to make all payments otherwise required to the such Equity Investors with Subaccount funds used for such Project Loan, to the extent possible. If an Equity Investor's Contribution Agreement requires all payments of principal or interest (or both) to be paid back to such Equity Investor's Subaccount, the payment by the LLDF to such Subaccount shall satisfy all distribution requirements in this Subsection 3.c.

Commented [BW4]: SEE COMMENT #3 ABOVE.

- d. Priority in Collateral. Each Equity Investor with Subaccount funds used for a given Project Loan shall have an interest in the related Collateral in an amount equal to such Equity Investor's Proportionate Interest and share in the proceeds from the sale of such Collateral on a pari passu basis with all other Equity Investors, based on such Equity Investor's Proportionate Interest.
- e. Dissociation. If all funds in an Equity Investor's Subaccount have been withdrawn by such Equity Investor or been paid back to such Equity Investor by the LLDF pursuant to an applicable Contribution Agreement or instructions from such Equity Investor, then such Equity Investor shall no longer be an Investor, the Contribution Agreement shall terminate and all rights and privileges granted hereunder or under the Contribution Agreement shall terminate, but any and all obligations outstanding or to be performed by such Equity Investor thereunder or hereunder shall remain outstanding, due and owing to the LLDF until satisfied by such Equity Investor.

4. Evergreen Equity Investors.

- a. Rights and Powers. Evergreen Equity Investors have the right to enforce any and all rights and powers set forth in their respective Contribution Agreement and this Agreement.
- b. Duties. Evergreen Equity Investors have the following duties:
 - i. Execute and deliver their respective Contribution Agreement and this Agreement (including, if applicable, by joinder agreement) to the LLDF; and
 - ii. Permit the LLDF to use funds in such Evergreen Equity Investor's Subaccount to make a Project Loan or Project Loans, provided: (1) there are funds available in such Subaccount to make all or a portion of a Project Loan, and (2) the Project for which the Project Loan will be made meets the eligibility requirements set forth in such Evergreen Equity Investor's Contribution Agreement.
- c. Distribution of Funds. On each Project Loan that is funded by an Evergreen Equity Investor's Subaccount or Evergreen Equity Investors' Subaccounts, each Evergreen Equity Investor shall receive from the LLDF payments of interest only as outlined in such Evergreen Equity Investor's Contribution Agreement in an amount equal to such Evergreen Equity Investor's Proportionate Interest of such payment received on such Project Loan. If there is an event of default under a Project Loan, the Evergreen Equity Investors with Subaccount funds used for such Project Loan shall share in the funds that are available to the LLDF or become available upon the sale of Collateral related to such Project Loan to make such interest only payments on a pari passu basis amongst all of the Evergreen Equity Investors based on such Evergreen Equity Investor's Proportionate Interest. In the event the sale of Collateral does not pay off the Project Loan in full, then the LLDF will use funds in the LLDF Loan Loss Reserve or the LLDF General Account to make all interest only payments otherwise required to the such Evergreen Equity Investors with Subaccount funds used for such Project Loan, to the extent possible. If an Evergreen Equity Investor's Contribution

Commented [BW5]: SEE COMMENT #3 ABOVE.

Agreement requires all payments of interest to be paid back to such Evergreen Equity Investor's Subaccount, the payment by the LLDF to such Subaccount shall satisfy all distribution requirements in this Subsection 4.c.

- d. Priority in Collateral. Each Evergreen Equity Investor with Subaccount funds used for a given Project Loan shall have an interest in the related Collateral in an amount equal to such Evergreen Equity Investor's Proportionate Interest and share in the proceeds from the sale of such Collateral to make such interest only payments on a pari passu basis with all other Evergreen Equity Investors, based on such Evergreen Equity Investor's Proportionate Interest.
- e. Dissociation. If an Evergreen Equity Investor terminates its Contribution Agreement (to the extent and as permitted in such Contribution Agreement), then such Evergreen Equity Investor shall no longer be an Investor, the Contribution Agreement shall terminate and all rights and privileges granted hereunder or under the Contribution Agreement shall terminate, but any and all obligations outstanding or to be performed by such Evergreen Equity Investor thereunder or hereunder shall remain outstanding, due and owing to the LLDF until satisfied by such Evergreen Equity Investor.

5. Donation Investors.

- a. Rights and Powers. Donation Investors have the right to enforce any and all rights and powers set forth in their respective Donation Agreement and this Agreement.
- b. Duties. Donation Investors have the following duties:
 - i. Execute and deliver their respective Donation Agreement and this Agreement (including, if applicable, by joinder agreement) to the LLDF; and
 - ii. Permit the LLDF to use funds in such Donation Investor's Subaccount to make a Project Loan or Project Loans, provided: (1) there are funds available in such Subaccount to make all or a portion of a Project Loan, and (2) the Project for which the Project Loan will be made meets the eligibility requirements set forth in such Donation Investor's Donation Agreement.
- c. Distribution of Funds. Upon completion of the donation pursuant to the Donation Agreement, the LLDF shall not be responsible for returning any donated funds to a Donation Investor.
- d. Priority in Collateral. Donation Investors do not have any interest in any Collateral or any funds LLDF receives from the sale of any Collateral.
- e. Dissociation. If a Donation Investor does not timely make all or any part of the donation set forth in the Donation Agreement, then such Donation Investor shall not be an Investor until the LLDF receives all of the funds pledged in the Donation Agreement.

6. Priority Amongst Investors for a Project Loan or Liquidation. Notwithstanding any provision herein to the contrary, if a Project Loan is funded from a combination of Subaccounts of one or more different categories of Investors (e.g., Debt Investor and Equity Investor, Debt Investor and Evergreen Equity Investor or Equity Investor and Evergreen Equity Investor) or if the LLDF is liquidated or otherwise terminated, each Investor and all other parties hereto agree to the following priority in payments (whether such payments are from payments received by the LLDF on the Project Loan or from the sale of related Collateral) and enforcement of all rights in the applicable Project Loan documents and Collateral (whether by assignment or otherwise) up to the amounts owed by the LLDF to such Investors:
- a. First, to all Debt Investors (to be paid pari passu amongst all Debt Investors);
 - b. Second, to all Equity Investors (to be paid pari passu amongst all Equity Investors); and
 - c. Third, to all Evergreen Equity Investors (to be paid pari passu amongst all Evergreen Equity Investors).

For the avoidance of any doubt, at no time, whether resulting from a liquidation event or otherwise, shall a Donation Investor receive any funds back from the LLDF.

7. LLDF Loan Loss Reserve Account. The LLDF hereby establishes and will maintain the LLDF Loan Loss Reserve Account that will be funded by [redacted]. The funds in the LLDF Loan Loss Reserve Account will be used, as and when necessary, to make payments on defaulted Project Loans [based on the following criteria and priority:

- a. [redacted]

8. LLDF Expenses. Each Investor acknowledges and agrees that the LLDF will incur LLDF Expenses in the administration and operation of the LLDF and in making the Project Loans. Consequently, the LLDF will charge a 1.00% administration fee on all Project Loans (the “**Administration Fee**”). The Administration Fee shall be paid by the borrower of a Project Loan at closing or be included in the Project Loan. Each Investor and all other parties hereto agree that the Administration Fee shall prime and have priority over any and all priorities and payment rights granted herein or in an applicable Contribution Agreement. Furthermore, to the extent that the Administration Fee does not cover all of the LLDF Expenses, each Investor and all other parties hereto agree that the LLDF may [retain up to [redacted] percent ([redacted]%) of a payment or distribution that would otherwise be made by the LLDF to an Investor until all such outstanding LLDF Expenses have been paid in full]. All payments received by the LLDF for an Administration Fee or as otherwise set forth in this Section 8 shall be deposited into the LLDF General Account.

9. Records. LLDF agrees to maintain and provide a Subaccount statement for each Investor showing: (i) Investor’s Proportionate Interest and total amount financed by such Investor’s Subaccount for each Project Loan funded by such Subaccount; (ii) the amounts paid to Investor with regard to each Project Loan (as principal or interest, as applicable); (iii) the amounts outstanding or to be repaid to Investor with regard to each Credit Facility or Project

Commented [BW6]: COMMENT #4: Please confirm order. Swap Equity Investors and Evergreen Equity Investors? The rationale for switching the priority for Evergreen Equity Investors and Equity Investors is to incentivize the evergreen aspect of the contribution of principal. Please advise.

Commented [BW7]: COMMENT #5: How will the LLDF Loan Loss Reserve Account be funded? A percentage of all payments received on all Project Loans? Will the return on investment include payments into this account such that the actual or realized return on investment would be less or will the return on investment need to be net? Let’s discuss.

Commented [BW8]: COMMENT #6: Will there be criteria or priorities with regard to payments from the LLDF Loan Loss Reserve Account or will it be by a first come first served basis? Please advise.

Commented [BW9]: COMMENT #7: Let’s discuss what happens if the Administration Fee is insufficient to cover LLDF Expenses.

Loan (as principal or interest, as applicable); (iv) the amount of all LLDF Expenses (budgeted and actual) for a given calendar year, and (v) the current balance in the LLDF Loan Loss Reserve Account and any and all payments from the LLDF Loan Loss Reserve Account for such calendar year.

Commented [BW10]: COMMENT #8: Add/Delete any provisions?

10. Liability for LLDF Obligations. No Investor is bound by, or personally liable, for any obligations of the LLDF (including, without limitation, LLDF Expenses), except as otherwise set forth in this Agreement or the Contribution Agreement.
11. No Third Party Beneficiaries; Clawback/Recovery. No third party, including, without limitation, any borrower of a Project Loan, is a beneficiary of this Agreement or is intended to be a third-party beneficiary hereunder. However, if an Investor receives a payment or payments from a Project Loan and the payment or payments are subsequently invalidated, avoided, declared to be fraudulent or preferential, set aside or otherwise required to be transferred to a trustee, receiver, the estate of any borrower or any third party (a “**Recovery**”), then the Investor who received such payment or payments will reimburse LLDF immediately with a payment equal to the amount of the Recovery. Furthermore, each Investor agrees that all LLDF Expenses incurred by the LLDF related to a claim by any third party for a Recovery, will be shared evenly by the Investors related to the Project Loan subject to the Recovery. This Section 11 shall survive the termination of this Agreement.
12. No Change to Agreement. This Agreement shall not amended, modified or otherwise revised without the written consent of []. Notwithstanding the previous sentence, additional Investors may be joined to this Agreement by written agreement of such additional Investor and the LLDF (including, without limitation, a Contribution Agreement or Donation Agreement executed after the Effective Date).
13. Notice of Default. The LLDF agrees to provide all Investors with a written notice at the address provided above or in each Investor’s applicable Contribution Agreement or Donation Agreement upon the occurrence and continuance of an event of default under a Project Loan that goes beyond all applicable cure periods. Each Debt Investor agrees to provide the LLDF and all Investors with a written notice upon the occurrence and continuance of an event of default under an Equity Investor Loan beyond all applicable cure periods.
14. Termination. This Agreement shall terminate on the earlier of: (a) the termination or final liquidation of the LLDF; or (b) a date on which the LLDF and all Investors unanimously agree in writing to terminate this Agreement.
15. Governing Law and Jurisdiction. This Agreement, all loan documents related to a Project Loan or a Debt Investor Loan and all other documents related thereto or hereto (including, without limitation, a guaranty and all security documents for Collateral), shall be governed by and construed in accordance with the laws of the State of Wisconsin, except and only to the extent the laws of another jurisdiction would govern the priority or perfection of a security interest in the applicable Collateral. Except as otherwise required by law to enforce a lien on Collateral, any and all actions related to this Agreement, any loan document related to a Project Loan or a Debt Investor Loan or any security documents related to Collateral shall be brought in the Circuit Court of Jefferson County, Wisconsin or the Eastern District Court

Commented [BW11]: COMMENT #9: Please confirm what will be necessary to revise this Agreement.

for the State of Wisconsin, without regard to, and each party hereto (whether by joinder or otherwise) expressly waiving, any claims that such court is an inconvenient forum.

16. **Waiver of Jury Trial.** EACH INVESTOR AND THE LLDF EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY AND ELECTS A BENCH TRIAL IN THE EVENT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY DOCUMENTS RELATED HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR PARTIES AGREEING TO ENTER INTO THIS AGREEMENT.
17. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the parties hereto, and shall further inure to the benefit of each party's successors and assigns.
18. Entire Agreement. This Agreement constitutes the entire agreement between the LLDF and the Investors relating to the subject matter contained herein and is the final and complete expression of the parties' intent. No prior or contemporaneous negotiations, promises, agreements, covenants or representations of any kind and nature, whether made orally or in writing, have been made by the LLDF or any Investor in negotiations leading up to this Agreement (or relating to the subject matter hereto) which are not expressly contained herein or which have not become merged and finally integrated herein.
19. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement, it being understood that all parties need not sign the same counterpart. This Agreement may also be executed by remote electronic means, via DocuSign, Eversign, or similar platform. The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf"), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of an original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes. Upon request by a party, the parties hereto shall provide a wet-ink, original signed version of this Agreement to such party for its records.
20. Live Local Development Fund Loan Policy; Sole Discretion on Changes to Project Loans. The LLDF Loan Policy is incorporated hereby by reference. In the event of any conflict or inconsistency between this Agreement and the LLDF Loan Policy, the provisions of the LLDF Loan Policy shall govern and control. For the avoidance of any doubt, any and all changes to a Project Loan (including, without limitation, an amendment, extension, modification, waiver of a default or otherwise) shall be governed by and construed in accordance with the LLDF Loan Policy at the time of any such change to a Project Loan.

[The remainder of this page is intentionally left blank with a signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

LLDF: LIVE LOCAL DEVELOPMENT FUND

Commented [BW13]: COMMENT #10: Please confirm signers.

By: GLACIAL HERITAGE DEVELOPMENT
PARTNERSHIP, INC., as Manager

Commented [BW12]: COMMENT #11: Please confirm title.

By: _____
Name: _____
Title: _____

**JEFFERSON COUNTY: JEFFERSON COUNTY,
WISCONSIN**

By: _____
Name: _____
Title: _____

**GWCHF: GREATER WATERTOWN COMMUNITY
HEALTH FOUNDATION, INC.**

By: _____
Name: _____
Title: _____

IXONIA BANK: IXONIA BANK

By: _____
Name: _____
Title: _____

RESOLUTION NO. 2023-

Accepting bid for demolition of property acquired through the Flood Mitigation and Acquisition Program.

Executive Summary

Jefferson County has continued to be active in the Flood Mitigation and Acquisition Program to reduce risk for those properties that are impacted due to frequent flooding. Since 2008, the County has received numerous grants to accelerate this program in defined areas. The last flood mitigation property acquired by Jefferson County was recently vacated. That property is located at W7696 Blackhawk Island Road in Fort Atkinson. Pursuant to the Flood Mitigation and Acquisition Program guidelines, after a property is vacated, the County is required to coordinate the demolition of the structures on the property to restore it back to a more natural state.

On January 16, 2024, Jefferson County Emergency Management issued a request for proposals (RFP) to solicit bids for the demolition, asbestos abatement, well capping, septic system abandonment, and grading of the remaining Blackhawk Island property. Based upon the estimated cost of the project, the request for proposals was published on the County website and sent directly to eleven (11) contractors in the industry to solicit bids consistent with the County's Purchasing Ordinance.

The deadline for proposals was February 8, 2024. Only one bid was received. Two contractors responded declining to bid. The lowest qualified bidder was Minocqua Grading, LLC with a total cost of \$44,600.

This resolution authorizes the County Administrator to enter into a contract with Minocqua Grading, LLC for the demolition work as specified in the RFP at a price of \$44,600. On March 6, 2024, the Finance Committee considered the proposal and recommended forwarding it to the County Board for approval.

WHEREAS, the Executive Summary is incorporated into this resolution, and

WHEREAS, Jefferson County solicited bids for demolition of the final property acquired through the Flood Mitigation and Acquisition Program, located at W7696 Blackhawk Island Road, Fort Atkinson; and

WHEREAS, the Finance Committee has reviewed the sole bid received and determined Minocqua Grading, LLC, is the lowest responsible bidder for the project; and

NOW, THEREFORE, BE IT RESOLVED the County Administrator is authorized to enter into a contract with the lowest responsible bidder, Minocqua Grading, LLC for \$44,600, for the demolition, asbestos abatement, capping of wells, abandonment of septic system, and grading for the property located at W7696 Blackhawk Island Road.

Fiscal Note:

Referred By:
Finance Committee

03-12-2024

REVIEWED: Corporation Counsel: ; Finance Director:



MINOCQUA GRADING, LLC.

8656 BUCKSKIN TRAIL • MINOCQUA, WI 54548 • (715) 588-9470

TO: Jefferson County Emergency Management
107 E. Washington St.
Jefferson, WI. 53549
Tracy Neuhauser

Letting:

PROJECT: Demolition-
W7696 Blackhawk Island Road

Job No.: EMC PROJECT NUMBER 230292-01
Contract:

ITEM NO.	APPROXIMATE QUANTITIES	ITEMS F.O.B. SITE INSTALLED	UNIT	UNIT BID PRICES	TOTAL AMOUNT
		Abatement, Asbestos			\$5,000.00
		Abandon well & Septic			\$4,000.00
		Removal of universal waste & appliances			\$1,200.00
		Removal of Paved driveway			\$2,500.00
		Demolition of all Buildings and removal			\$17,900.00
		Remove all concrete material			\$6,500.00
		Backfill basement grade site and seed			\$7,500.00
				TOTAL	\$44,600.00

Date: 2/5/2024

Accepted: _____

MINOCQUA GRADING LLC

Larry Kutscher

Manager

PURCHASER

RESOLUTION NO. 2023-_____

Authorizing year-end requests to carry over budget appropriations from fiscal year 2023 to fiscal year 2024 and amending the 2024 budget

Executive Summary

At year end, departments are requested to submit carryover requests for funds that are unspent. If the County Administrator approves the request, it is reviewed by the Finance Committee and acted on by the County Board for approval. The Finance Committee recommends that funds of \$60,140,537.39 be carried over from fiscal year 2023 to fiscal year 2024, the Classification of Authorized Position is amended, adjustment to grade scale classification for identified positions, modification to American Resue Plan Act Allocation and selected fee schedule are amended according to the attachments to this resolution.

Furthermore, the Finance Committee recommends amending the FY 2024 budget by appropriating funds to cover the following projects and plans:

Funding Source/(Programmatic Purpose):	Source	(Use)
Sale of County property - Capital Projects Fund (Nestle)	338,714.00	-
Sale of County property - Capital Projects Fund (Stade)	21,763.00	-
Sale of County property - Capital Projects Fund (Project Dove)	3,000,000.00	-
PACE Program	-	(500,000.00)
Strategic Plan Initiatives	-	(500,000.00)
Live Local Development Fund	-	(1,000,000.00)
Restoration of General Fund Balance	-	(1,000,000.00)
Improvements to Parks Builidng/Project Dove infrastructure	-	(200,000.00)
Closing costs/other studies related to sale of County property	-	(160,477.00)
Opioid settlement funding	200,000.00	-
Response to opioid crisis	-	(200,000.00)
ARPA - Highway projects match	-	(425,000.00)
ARPA - Interurban Trail grant match	-	(325,000.00)
APRA - Broadband project	<u>750,000.00</u>	<u>-</u>
Totals	<u>4,310,477.00</u>	<u>(4,310,477.00)</u>

The Human Resources Committee met on February 28, 2024 to review and recommend adjustments to grade scale for certain position due to market conditions and adjustments to Classification of Authorized Positions. The Finance Committee considered this resolution at its March 6, 2024 meeting and recommended forwarding to the County Board for approval.

WHEREAS, the Executive Summary is incorporated into this resolution, and

WHEREAS, at the close of each fiscal year, it may be desirable to carry over funds in some accounts so that they can be used in the next budget year, and

WHEREAS, the Finance Committee has reviewed the collective requests of all departments to carry over the funds designated in the various accounts below, more particularly set forth in the attached schedule, as follows:

Requested Type	Fund	Description	Amount
Governmental funds	Non-spendable		\$ 3,137,140.50
Governmental funds	Spendable, restricted		4,193,898.93
Governmental funds	Spendable, committed		<u>24,070,172.54</u>
Governmental funds	Total		<u>\$ 31,401,211.97</u>
Proprietary funds	Capital net position		\$ 22,190,633.25
Proprietary funds	Restricted net position		160,659.39
Proprietary funds	Non-restricted net position		<u>6,388,032.78</u>
Proprietary funds	Total		<u>\$ 28,739,325.42</u>

WHEREAS, the Finance Committee recommends certain funds be designated as non-lapsing for fiscal year 2024 in the amounts listed above, and

WHEREAS, the Human Resources Committee has identified twenty positions that are 10% or greater off market, eighteen positions that are 7.5-10% off market and two positions that are 5-7.5% off market, and recommend making appropriate adjustments June 30, 2024, and

WHEREAS, the Human Resources Committee and the County Administrator are recommending changes to the Classification of Authorized Personnel due to changing needs of the county, and

WHEREAS, the Finance Committee also recommends amending certain fees for Fair Park, Medical Examiner and Sheriff Department, and

WHEREAS, the Finance Committee also recommend amending the allocation of American Rescue Plan Act appropriation from the Broadband Project to Highway Projects and the Interurban Trail Project, and

WHEREAS, the Finance Committee also recommends approving additional projects, with funding to be provided the sale of County property and opioid settlement funds,

NOW, THEREFORE, BE IT RESOLVED that the funds in the accounts identified in the Finance Committee minutes of March 6, 2024, and referenced above, totaling \$60,140,537.39, are designated as non-lapsing in the 2023 budget and carried over to the 2024 departmental budgets which are hereby amended in the respective amounts.

BE IT FURTHER RESOLVED the appropriations for operational costs, projects and plans through fund balance, proceeds from sale of County property and opioid settlement funds as provided in the Executive Summary and the attachment hereto hereby amends the 2024 budget accordingly.

Fiscal Note: This resolution authorizes the Finance Director to make the necessary budget adjustments to enact the resolution. As a budget amendment, this resolution requires twenty (20) of thirty (30) affirmative votes for passage.

Explanation of governmental funds: Non-spendable funds are funds that include prepaid items, deposits, and inventory accounts. Spendable, restricted funds are funds that are legally restricted by statutes, contracts, or funding source. Spendable, committed funds are funds that are spendable at the discretion of the County.


Explanation of proprietary funds (Highway): Capital net position represents items that are depreciated along with land (which is not depreciated). Restricted net position relates to municipal deposits for subsequent year work by the County. Non-restricted net position includes both required items and discretionary items.

Ayes _____ Noes _____ Abstain _____ Absent _____ Vacant _____

Requested by
Finance

Committee

03-12-2024

REVIEWED: Corporation Counsel: _____; Finance Director: 

**JEFFERSON COUNTY
CARRYOVER REQUESTS - 2023 TO 2024**

Note: When it states "per 2024 budget" this is what is in the 2024 budget that was estimated as carryover, there may be another line item to adjust that amount to actual.								
Department	Bus Unit	Acct #	Proj	Explanation	Non-Spendable	Restricted	Assigned	Total
General Rev and Exp	11001	130*		Long-term receivables and delinquent property taxes	1,536,384.05			
General Rev and Exp	11001	1610*		Inventory	25,830.90			
General Rev and Exp	11001	1620*		Prepaid assets	1,212,369.23			
General Rev and Exp	11001	611104		Resolution 2015-36 Purchase Park Land of of County Hwy A - transfer out to Capital Projects Fund			34,122.00	
General Rev and Exp	11001	611104		Resolution 2016- Purchase Property at 302 & 304 S Center and 201 E Dodge St - transfer out to CPF			9,882.26	
General Rev and Exp	11001	611104		Transfer out to Capital Projects Fund an additional \$2 million for Building project			2,000,000.00	
General Rev and Exp	11002	599908		Organizational projects - FEC			32,250.00	
General Rev and Exp	11102	599908		Market study increases (to be moved to departments at conclusion of study)			66,000.00	
General Rev and Exp	11102	599908		Flood Mitigation closeout costs			100,000.00	
General Rev and Exp	11003	699700		Revolving Loan Fund carryover			516,073.59	5,532,912.03
Administration	11101	532325		Professional Development carryover			11,110.35	
Administration	11101	594818		Website upgrade			80,000.00	
Administration	11101	521219		EMS planning			50,000.00	
Administration	11101	521219		Emergency response			50,000.00	
Administration	11101	521219		Remediation for Highway site			200,000.00	
Administration	11101	594810		Printer/Copier			10,000.00	
Administration	11102	521219		SCRAM/LIFT			70,000.00	471,110.35
Central Services	11201	594822		Replace lighting at Annex building			10,000.00	
Central Services	11201	594822		Replace jail door operator system			202,715.00	212,715.00
Court Support Services	11402	594810		Printer/Copier			10,000.00	
Court Support Services	11404	531301		Supplies not purchased in 2023			2,334.60	
Court Support Services	11405	531301		Supplies not purchased in 2023			350.00	
Court Support Services	11408	531301		Supplies not purchased in 2023			661.93	13,346.53
County Board	11603	699700		Historical Commission restricted funds carried forward from 2022		5,604.86		5,604.86
County Clerk	11705	699700		Adjust beginning carryover to actual amount		(6.50)		
County Clerk	11705	699700		Budgeted carryover for 2022		0.00		(6.50)
Economic Development	11901	699701		JCEDC vested benefit reserve budgeted for 2024		20,386.48		
Economic Development	11901	699701		Adjust beginning vested benefit carryover to actual amount		16,396.79		
Economic Development	11901	699700		Budgeted operating carryover for 2024		338,723.04		
Economic Development	11901	699700		Adjust beginning operating carryover to actual amount		87,190.50		
Economic Development	11902	699701		Homeowner vested benefit reserve budgeted for 2024		0.00		
Economic Development	11902	699701		Adjust beginning vested benefit carryover to actual amount		0.00		
Economic Development	11902	699700		Budgeted carryover for 2024		0.00		
Economic Development	11902	699700		Adjust beginning carryover to actual amount		0.00		462,696.81
Fair Park	12101	521219		Feasibility study			30,000.00	
Fair Park	12101	521219		Capital carryforward			90,000.00	
Fair Park	12101	594810		Printer/Copier			10,000.00	
Fair Park	12103	699800		Adjust beginning carryover to actual amount		35,969.12		
Fair Park	12103	699800		Budgeted carryover for 2023		1,940.00		
Fair Park	12104	421001		Revenue for Tourism Grant		(207,270.89)		
Fair Park	12104	various		Remaining budget for Tourism Grant		207,270.89		167,909.12
Finance Department	12201	594818		Munis Upgrade including Enterprise Asset Management			15,000.00	15,000.00
Human Resources	12301	521219		Assistance with Personnel Ordinance			7,880.00	7,880.00
Land Conservation	12401	424001	22224	ARPA Groundwater Study remaining fund allocation		23,385.26		
Land Conservation	12401	521220	22224	ARPA Groundwater Study remaining fund allocation		(23,385.26)		
Land Conservation	12401	485200	24411	Rock Lake Watershed Project restricted donation		5,000.00		
Land Conservation	12401	various	24411	Rock Lake Watershed Project restricted donation		(5,000.00)		
Land Conservation	12404	699700	24403	Adjust beginning carryover to actual amount		1,125.00		
Land Conservation	12404	699700	24403	Budgeted carryover for 2024		0.00		
Land Conservation	12404	699700	24404	Adjust beginning carryover to actual amount		34,013.92		
Land Conservation	12404	699700	24404	Budgeted carryover for 2024		57,700.00		
Land Conservation	12405	699700	24405	Adjust beginning carryover to actual amount		2,800.00		

**JEFFERSON COUNTY
CARRYOVER REQUESTS - 2023 TO 2024**

Note: When it states "per 2024 budget" this is what is in the 2024 budget that was estimated as carryover, there may be another line item to adjust that amount to actual.								
Department	Bus Unit	Acct #	Proj	Explanation	Non-Spendable	Restricted	Assigned	Total
Land Conservation	12405	421001	24405	Adjust for new grants		52,344.07		
Land Conservation	12405	various	24405	Expense for 2024		(52,844.07)		
Land Conservation	12407	699700		Adjust beginning carryover to actual amount			19,094.98	
Land Conservation	12407	699800		Farmland Preservation capital per 2024 budget			52,490.19	166,724.09
Land Information	12503	699700		Adjust beginning carryover to actual amount		83,138.23		
Land Information	12503	699700		Budgeted carryover for 2023		284,918.20		368,056.43
Medical Examiner	12701	594810		Printer/Copier			10,000.00	10,000.00
Parks Department	12802	699800		Carol Liddle estate funds, budgeted carryover for 2024		0.00		
Parks Department	12802	699800		Adjust beginning carryover to actual amount		64,526.63		
Parks Department	12803	699700		Carlin Weld funds, budgeted carryover for 2024		4,523.71		
Parks Department	12803	699700		Adjust beginning carryover to actual amount		(193.60)		
Parks Department	12804	594822		Replace Korth Park Shelter Curtains			20,000.00	
Parks Department	12804	594808		Capital land carryforward for Trieloff			100,500.00	
Parks Department	12805	699700		Carnes Park Development funds per 2024 budget			206,944.43	
Parks Department	12805	699700		Adjust beginning carryover to actual amount			(24,651.85)	
Parks Department	12805	699700	28151	Henessy Memorial			5,000.00	
Parks Department	12805	699700	28152	Hovel Memorial			1,050.00	
Parks Department	12805	699700	28153	Carnes East Building Restoration			10,000.00	
Parks Department	12805	699700	28154	Mary Adams future land acquisition/improvements to birding			10,000.00	
Parks Department	12805	699700	28155	Linton Memorial			881.29	
Parks Department	12805	699700	28156	Mason Memorial			22,436.00	
Parks Department	12807	699700		Remaining Garman Nature Preserve, budgeted carryover for 2024		6,831.93		
Parks Department	12807	699700		Adjust beginning carryover to actual amount		17,213.53		
Parks Department	12808	699700		Holtzhueter State Park parking lot resurface			10,000.00	
Parks Department	12808	699700		Holtzhueter State Park GH A improvements		4,762.42		
Parks Department	12810	699700	28102	Jefferson County Community Foundation Donation MTB Trail		7,334.83		
Parks Department	12810	594808		Donations for Trieloff acquisition		26,742.48		
Parks Department	12810	699800	28102	Mountain bike park		3,625.83		
Parks Department	12810	594821	28101	Interurban Trail Phase III seed funds			308,243.43	
Parks Department	12811	699992		Remaining Dog Park funds per 2024 budget			41,513.41	
Parks Department	12811	699992		Adjust beginning carryover to actual amount			(31,448.59)	
Parks Department	12813	521220		Flood Mitigation Property Management Plan			35,000.00	
Parks Department	12816	594821		Burnt Village - ADA launch			15,000.00	865,835.88
Planning/Zoning	12902	699700		Adjust beginning carryover to actual amount		9,544.57		
Planning/Zoning	12902	594819		Carryover for Pictometry not spent in 2023		38,982.35		
Planning/Zoning	12902	699700		Solid Waste funds per 2024 budget		326,779.77		375,306.69
Sheriff Department	13101	594818		Tracs software project			7,500.00	
Sheriff Department	13101	594811		Sheriff squads			360,000.00	
Sheriff Department	13103	594810		BDAs for communication project			120,000.00	
Sheriff Department	13103	531303		MABAS - Fire/EMS/Law reserve			40,000.00	
Sheriff Department	13103	531303	90030	Communications upgrade project - ongoing licensing and support			627,550.70	
Sheriff Department	13106	699700	31602	Jail health fund reserve			69,000.00	
Sheriff Department	13108	699700		Jail assessment funds restricted by Wisconsin Statutes per 2024 budget		218,456.28		
Sheriff Department	13108	699700		Adjust beginning carryover to actual amount		(7,648.12)		
Sheriff Department	13109	699700	31901	Remaining restricted donations -- K-9 related per 2024 budget		0.00		
Sheriff Department	13109	699700	31901	Adjust beginning carryover to actual amount		59,376.48		
Sheriff Department	13109	699700	31902	Remaining restricted donations -- Community Program per 2024 budget		0.00		
Sheriff Department	13109	699700	31902	Adjust beginning carryover to actual amount		14,876.09		
Sheriff Department	13109	699700	31904	Remaining restricted donations -- Honor Guard per 2024 budget		0.00		
Sheriff Department	13109	699700	31904	Adjust beginning carryover to actual amount		2,249.50		
Sheriff Department	13109	699700	31906	Remaining restricted donations -- Tactical Air Wing per 2024 budget		94.00		
Sheriff Department	13109	699700	31907	Remaining restricted donations -- Dive Team per 2024 budget		0.00		
Sheriff Department	13109	699700	31907	Adjust beginning carryover to actual amount		3,539.08		
Sheriff Department	13109	699700	31908	Remaining restricted donations -- DTF (included in 2024 budget)		724.19		
Sheriff Department	13110	699700		Funds restricted by source -- Drug Education as per 2024 budget		1,716.89		
Sheriff Department	13110	699700		Adjust beginning carryover to actual amount			137.35	
Sheriff Department	13111	699700		Funds restricted by source -- Drug Restitution as per 2024 budget		3,977.40		
Sheriff Department	13111	699700		Adjust beginning carryover to actual amount		(1,017.91)		

**JEFFERSON COUNTY
CARRYOVER REQUESTS - 2023 TO 2024**

Note: When it states "per 2024 budget" this is what is in the 2024 budget that was estimated as carryover, there may be another line item to adjust that amount to actual.								
Department	Bus Unit	Acct #	Proj	Explanation	Non-Spendable	Restricted	Assigned	Total
Sheriff Department	13112	699700		Funds restricted by source -- Vehicle Forfeiture as per 2024 budget		315.00		
Sheriff Department	13112	699700		Adjust beginning carryover to actual amount		0.00		
Sheriff Department	13113	699700		Funds restricted by source -- Drug Task Force - 2024 budget		4,023.84		
Sheriff Department	13113	699700		Adjust beginning carryover to actual amount		874.26		
Sheriff Department	13114	699700		Funds restricted by source -- Federal Forfeitures as per 2024 budget		222,031.80		
Sheriff Department	13114	699700		Adjust beginning carryover to actual amount		(4,269.20)		
Sheriff Department	13115	699700		Funds restricted by source -- CEASE Marijuana as per 2024 budget		201.00		
Sheriff Department	13116	699700		Funds restricted by source -- State Forfeitures as per 2024 budget		37,026.67		
Sheriff Department	13116	699700		Adjust beginning carryover to actual amount		1,542.60		1,782,277.90
UW Extension	13301	594813		Upgrade technology in Rooms 8 and 9			8,000.00	
UW Extension	13302	699700		UWEX Program per 2024 budget			988.48	
UW Extension	13302	699700		Adjust beginning carryover to actual amount			0.00	
UW Extension	13303	699700		Remaining funds Agricultural program per 2024 budget			6,308.54	
UW Extension	13303	699700		Adjust beginning carryover to actual amount			825.56	
UW Extension	13303780	699700		Remaining funds Master Gardener Program per 2024 budget			2,510.67	
UW Extension	13303780	699700		Adjust beginning carryover to actual amount			246.00	
UW Extension	13303781	699700		Pesticide Programs per 2024 budget			7,202.83	
UW Extension	13303781	699700		Adjust beginning carryover to actual amount			730.00	
UW Extension	13303782	699700		Tractor Safety Program per 2024 budget			4,255.24	
UW Extension	13303782	699700		Adjust beginning carryover to actual amount			0.00	31,067.32
Veterans Services	13401	699992		Computer/docking station not purchased in 2023			1,800.00	
Veterans Services	13401	699700		Unspent grant funds		1,800.00		
Veterans Services	13402	699992		Gift card inventory reserve	750.00			
Veterans Services	13402	699992		Budgeted carryover for 2024			20,829.01	
Veterans Services	13402	699992		Adjust beginning carryover to actual amount			7,226.85	32,405.86
General Fund Totals					2,775,334.18	2,040,101.29	5,705,406.90	10,520,842.37
Health Department	24	351300		Prepaid asset reserve (Prepaid Health Ins paid by Employer)	29,736.28			
Health Department	24	354900		Working capital (3 Month Operating Expense)		505,848.00		
Health Department	24	351000		Restricted for Health Department services		274,304.93		
Health Department	4101	699700		Aurora Medical Center in Summit Donation - Budget Amendment (2023) funding not used in full		1,088.76		
Health Department	4101	699700		Greater Watertown Community Health Foundation Donation - Budget Amendment (2023) funding not used in full		510.00		
Health Department	4101	699700		Kwik Trip Donation - Budget Amendment (2023) funding not used in full		2.69		
Health Department	4122	699700		Drug Free Communities Grant - funding not used in full		59,511.38		
Health Department	4132	699700		Drinking Water Grant - funding not used in full		13,200.00		
Health Department	410706	various		Bioterrorism Preparedness Grant (Carry Over) - funding not used in full		6,076.00		890,278.04
Human Services	25	353100		Prepaid asset reserve	332,070.04			
Human Services	63028011	529299	63007	YCSF reserve		150,000.00		
Human Services	61690987	594950	63001	HS reserve		650,000.00		
Human Services	63027011	553202	65063	CRS long-term placement		240,000.00		
Human Services	65013000	555128	65121	Unfunded COP only children		73,000.00		
Human Services	61169900	594822	65210	Lock system		58,840.00		
Human Services	61169900	594822	65210	Window film		12,536.00		
Human Services	61169900	594822	65210	Front desk BR door		9,150.00		
Human Services	61169900	535360	65200	Doors at WFD		8,822.00		
Human Services	61169900	535360	65200	Back exit door		3,500.00		
Human Services	61169900	535360	65200	Hillside basement door		3,500.00		
Human Services	62081700	594811	65195	DOT Van - Match for new van		14,452.00		
Human Services	61690987	594822	63101	Apartment electrical work		12,330.00		
Human Services	Various			Donations		57,125.88		1,625,325.92
Capital Projects Fund	49001492	various		Building project			18,364,765.64	18,364,765.64
Total Governmental Funds					3,137,140.50	4,193,898.93	24,070,172.54	31,401,211.97

JEFFERSON COUNTY
CARRYOVER REQUESTS - 2023 TO 2024

Note: When it states "per 2024 budget" this is what is in the 2024 budget that was estimated as carryover, there may be another line item to adjust that amount to actual.								
Department	Bus Unit	Acct #	Proj	Explanation	Non-Spendable Capital	Restricted Restricted	Assigned Non-Restricted	Total Total
Highway Department	5	361100		Capital net position	22,011,717.59			
Highway Department	5	361200		Contributed capital -- state salt shed/brine equipment	178,915.66			
Highway Department	5	3625xx		Road equity, multiple municipalities		160,659.39		
Highway Department	5	363100		Inventory stabilization			(620,881.43)	
Highway Department	5	363200		Under-recovered fringe benefit pool to be allocated in 2020			(1,714,492.90)	
Highway Department	5	363250		Over-recovered small tools pool to be allocated in 2020			26,375.85	
Highway Department	5	363260		PBM Reserve			214,998.14	
Highway Department	5	363350		Inventory net position			2,221,331.60	
Highway Department	5	363400		Prepaid asset reserve (Prepaid Health Ins paid by Employer)			468,969.23	
Highway Department	53241	699992		Fixed Asset replacement (machinery operations)			3,015,824.21	
Highway Department	53311	531562		General Maintenance - CTH H			716,307.46	
Highway Department	53312	531562		Cty Hwy Construction work CTH K/Z			511,155.31	
Highway Department	53315506	531215		STP - CTH E/F/D - Federal Aid projects			76,192.13	
Highway Department	53111	511110		Administration - staffing and succession plan			99,920.33	
Highway Department	53121	531562		Engineering for future projects			103,998.71	
Highway Department	53313	531562		Winter maintenance balance for future Winter Maintenance expense			1,268,334.14	
Totals					22,190,633.25	160,659.39	6,388,032.78	28,739,325.42
					Total all Funds			60,140,537.39

RESOLUTION NO. 2023-__

Authorizing budget amendments to offset fiscal year 2023 departmental deficits

Executive Summary

At year end, the County Administrator requests a budget transfer from contingency or general funds to offset department deficits. This resolution will authorize transferring \$235,743.82 from the contingency fund to various county departments due to expenditures in excess of appropriations in fiscal year 2023, and increase budgeted debt proceeds and corresponding principal, interest and capital expenditures in the MIS Department for the initial purchase and financing and subsequent refinancing of the Mitel phone system. The Finance Committee considered this resolution at its March 6, 2024 meeting and recommended forwarding to the County Board for approval.

WHEREAS, the Executive Summary is incorporated into this resolution, and

WHEREAS, due to circumstances arising after the 2023 budget was adopted, the following transfers of funds from the contingency appropriation account are necessary as indicated to close the accounting books for 2023:

<u>Department</u>	<u>Org Code</u>	<u>Account Number</u>	<u>Deficit Amount</u>	<u>Source</u>
County Board	11601	599999	\$ 8,899.67	Contingency
Emergency Management	12001	599999	151,146.49	Contingency
Fair Park	12101	599999	56,963.62	Contingency
Medical Examiner	12701	599999	18,734.04	Contingency
MIS	77005	632100	(698,913.88)	Proceeds of Long-Term Notes
MIS	77005	592003	333,796.34	Note Payable Principal and Interest
MIS	77005	594810	<u>365,117.54</u>	Capital Equipment
Total			<u>\$ 235,743.82</u>	

WHEREAS, the Finance Committee recommends that the above expenditures in excess of appropriations be funded by increasing budgeted revenue and expenditures by \$235,743.82; and

WHEREAS, the Finance Committee also recommends increasing the amount for Proceeds of Long-Term Notes for the initial lease financing of the Mitel phone system and subsequent refinancing of the same purchase with a general obligation promissory note, increasing the Notes Payable Principal and Interest budget amount for the payoff of the initial lease financing, and Capital Equipment for the acquisition of the phone system, and

NOW, THEREFORE, BE IT RESOLVED that the aforementioned increases in revenues and expenditures and transfers of funds are hereby approved and the 2023 budget is amended to reflect the same.

Fiscal Note:

County Board: County Board per diems exceeded budgeted amounts in 2023, primarily related to increase meetings in development of the Strategic Plan. The budget for per diems has increased for 2024.

Emergency Management: There were cost overruns that exceeded reimbursements in the Flood Mitigation Program. It is planned this round of acquisitions are closed out in 2024.

Fair Park: The main reason expenditures exceeded budget is because of a very successful animal auction, where payouts exceeded anticipated amounts.

Medical Examiner: Autopsy and transportation expenses exceeded budgeted amounts during 2023. The budget for these line items has been increased in 2024.

MIS: The County purchased a new phone system under a lease agreement, then subsequently refinanced the lease with a general obligation promissory note. This amendment recognizes that transaction.

As a budget amendment, this resolution requires twenty 20 out of 30 affirmative votes from the total membership of the County Board for passage.

Ayes _____ Noes _____ Abstain _____ Absent _____ Vacant _____

Requested by
Finance Committee

3-12-2024

Jefferson County - Courthouse/LEC - Total Project Budget to Actual Report

As of March 1, 2024

	<u>Original Budget</u>	<u>Contract</u>	<u>Change orders</u>	<u>Revised contract</u>	<u>Actual</u>	<u>Variance</u>
Construction Costs - Building Additions & Renovation:	38,669,834.00	38,669,834.00	3,079,639.32	41,749,473.32	26,892,142.85	14,857,330.47
MIS Building Demolition & Parking Lot Construction	Future Project Below	Future Project Below				
Construction Contingency	3,750,000.00	3,750,000.00	(3,441,292.74)	308,707.26	-	308,707.26
BC#1 Site Work-Site Utilities	300,000.00	-		-		
Sub-Total	42,719,834.00	42,419,834.00	(361,653.42)	42,058,180.58	26,892,142.85	15,166,037.73
 Design Fees (Including \$19k Reimburseables Allowance)	 2,757,801.00	 2,652,550.00	 89,500.00	 2,742,050.00	 2,897,529.63	 (155,479.63)
 Construction Materials Testing Allowance (Soils/Steel)	 40,000.00	 40,000.00	 (43,376.88)	 (3,376.88)	 -	 (3,376.88)
Owner Moving Costs/Misc. Costs	150,000.00	150,000.00	-	150,000.00	305,991.71	(155,991.71)
Temporary Office Space	300,000.00	300,000.00	(14,743.92)	285,256.08	475,846.66	(190,590.58)
Temporary Conditioning of Offices/Flex Spaces	300,000.00	300,000.00	(5,363.02)	294,636.98	18,416.52	276,220.46
Winter Construction Costs (Additions)	100,000.00	100,000.00	(55,444.35)	44,555.65	193,101.25	(148,545.60)
Private Utility Relocations	150,000.00	150,000.00	-	150,000.00	-	150,000.00
Security/Cameras/Access	Included in Construction Costs	-	-	-	-	-
Temporary/Interim Workspace Construction (Within Bldg)	100,000.00	100,000.00	-	100,000.00	7,787.00	92,213.00
Terrazo Repairs @ Doors (Removal/Patching of 38 Openings)	70,000.00	70,000.00	(70,000.00)	-	-	-
Full Terrazo Repairs (Crack Repair & Refinishing)	140,000.00	140,000.00	(140,000.00)	-	876.00	(876.00)
Final Building Cleaning	50,000.00	50,000.00	-	50,000.00	5,602.00	44,398.00
Jail Rec Yard Buildout - added to Construction Costs via CC	150,000.00	150,000.00	(150,000.00)	-	-	-
Markup/Bond	-	-	(3,668.96)	(3,668.96)	-	(3,668.96)
Issue costs	-	-	-	-	229,164.00	(229,164.00)
Investment advisor fees	-	-	-	-	11,614.72	(11,614.72)
Replace roof	-	-	702,000.00	702,000.00	689,180.50	12,819.50
 Potential Levy Funded Items						
Asbestos Abatement/Consulting	581,840.00	581,840.00	-	581,840.00	252,495.49	329,344.51
Audio-Visual/Information Technology/Telecommunications	1,000,000.00	1,000,000.00	1,426,062.00	2,426,062.00	2,105,305.71	320,756.29
Fixtures, Furnishings, & Equipment (Including Exterior)	1,000,000.00	1,000,000.00	850,000.00	1,850,000.00	1,404,148.97	445,851.03
Paving of East Lot/MIS Bldg Demo & Parking Lot	350,000.00	350,000.00	-	350,000.00	21,568.81	328,431.19
Sub-Total	4,481,840.00	4,481,840.00	2,584,964.87	6,977,304.87	5,721,099.34	1,256,205.53
 Total	 49,959,475.00	 49,554,224.00	 2,223,311.45	 51,777,535.45	 35,510,771.82	 16,266,763.63
 Funding Sources:						
Series 2021A General Obligation Bonds	(8,000,000.00)	(8,000,000.00)		(8,000,000.00)		
Series 2022A General Obligation Bonds	(28,000,000.00)	(28,000,000.00)		(28,000,000.00)		
American Rescue Plan Act (ARPA) funding	(8,355,000.00)	(8,355,000.00)	(475,000.00)	(8,830,000.00)		
Designated Carryover from 2021	(2,635,000.00)	(2,635,000.00)		(2,635,000.00)		
Working Capital/Fund Balance	(2,969,475.00)	(2,969,475.00)	(1,100,000.00)	(4,069,475.00)		
Interest earned on bond proceeds			(400,000.00)	(400,000.00)		
Additional ARPA funding/PILT			(100,000.00)	(100,000.00)		
Bug Tussel bond guarantee fee			(216,000.00)	(216,000.00)		
Jail Assessment fees			(150,000.00)	(150,000.00)		
 Difference between project costs and funding sources	 -	 (405,251.00)	 (217,688.55)	 (622,939.55)		

Change orders and funding sources

	<u>Amount</u>	<u>Contingency</u>	<u>Interest on bonds</u>	<u>Bug Tussel fee</u>	<u>ARPA - PILT</u>	<u>ARPA - additional</u>	<u>Jail assessment</u>
Original budget		3,750,000.00	-	-	-	-	-
Additional funding sources		-	400,000.00	216,000.00	100,000.00	475,000.00	150,000.00
1 Earthwork - \$300,000 budgeted	432,010.58	(132,010.58)	-	-	-	-	-
2 Single Ply Membrane (SRS)	69,919.60	(69,919.60)	-	-	-	-	-
3 Parking lot lights	(31,542.30)	31,542.30	-	-	-	-	-
4 A/V work	346,653.97	(346,653.97)	-	-	-	-	-
5 Cast stone/IMP panels	206,058.89	(206,058.89)	-	-	-	-	-
6 Value engineering	(106,050.00)	106,050.00	-	-	-	-	-
7 COC/CS work	74,742.05	(74,742.05)	-	-	-	-	-
8 Temporary heat	4,389.09	(4,389.09)	-	-	-	-	-
9 NE earthwork	13,720.25	(13,720.25)	-	-	-	-	-
10 1000 KW generator	2,961.73	(2,961.73)	-	-	-	-	-
11 Plumbing work	2,444.71	(2,444.71)	-	-	-	-	-
12 Jail recreation yard	182,080.47	(32,080.47)	-	-	-	-	(150,000.00)
13 Increase sump basin size	7,772.58	(7,772.58)	-	-	-	-	-
14 Jail recreation yard	215,436.25	(215,436.25)	-	-	-	-	-
15 delete VAV	(5,881.41)	5,881.41	-	-	-	-	-
16 Boiler upsize/louvers	116,166.01	(116,166.01)	-	-	-	-	-
17 Earthwork/plumbing	47,681.95	(47,681.95)	-	-	-	-	-
18 Earthwork/AT&T	17,928.06	(17,928.06)	-	-	-	-	-
19 Plumbing work	15,393.69	(15,393.69)	-	-	-	-	-
20 Electric work for satellite offices	211,512.00	(211,512.00)	-	-	-	-	-
21 LEC roof	16,930.79	(16,930.79)	-	-	-	-	-
22 Owner allowances	26,605.61	-	-	-	-	-	-
23 Plumbing work (Monona)	(3,962.81)	3,962.81	-	-	-	-	-
24 Owner allowances	5,898.50	-	-	-	-	-	-
25 Drywall and Steel Studs	(14,544.00)	14,544.00	-	-	-	-	-
26 Demo/Masonry/Electric	27,180.62	(27,180.62)	-	-	-	-	-
27 MC cable credit	(35,602.50)	35,602.50	-	-	-	-	-
28 Reuse 5" sanitary sewer	36.07	(36.07)	-	-	-	-	-
29 Concrete/plumbing/HVAC	12,656.65	(12,656.65)	-	-	-	-	-
30 Owner allowances	24,840.06	-	-	-	-	-	-
31 Floor drains	1,508.77	(1,508.77)	-	-	-	-	-
32 CCAP changes	19,273.64	(19,273.64)	-	-	-	-	-
33 TP dispensers	(2,061.41)	2,061.41	-	-	-	-	-
34 Steel plate masonry reinforcing	2,483.20	(2,483.20)	-	-	-	-	-
35 Plumbing work	(9,366.35)	9,366.35	-	-	-	-	-
36 Owner allowances	21,988.38	-	-	-	-	-	-
37 Fuel tank enclosure/hose bib	63,891.26	(63,891.26)	-	-	-	-	-
38 Demo hearing room wall	6,459.22	(6,459.22)	-	-	-	-	-
39 Jail threshold speakers	10,489.34	(10,489.34)	-	-	-	-	-
40 Additional bentonite grout	9,616.02	(9,616.02)	-	-	-	-	-
41 Replace exterior faucet	537.84	(537.84)	-	-	-	-	-
42 Door/hardware changes	1,470.98	(1,470.98)	-	-	-	-	-
43 Owner allowances	15,885.38	-	-	-	-	-	-
44 Steel plate masonry reinforcing	73,384.20	(73,384.20)	-	-	-	-	-
45 Roof conditions consultant	5,669.64	(5,669.64)	-	-	-	-	-
46 Detention hardware	2,326.11	(2,326.11)	-	-	-	-	-
47 LEC restroom - ADA	38,390.74	(38,390.74)	-	-	-	-	-
48 HVAC work	50,557.64	(50,557.64)	-	-	-	-	-
49 Room signage	16,932.96	(16,932.96)	-	-	-	-	-
50 Gun Cabinet	1,781.53	(1,781.53)	-	-	-	-	-
51 Steel framing for rooftop AHUs	72,632.27	(72,632.27)	-	-	-	-	-
52 Detention door locksets	19,924.87	(19,924.87)	-	-	-	-	-
53 Misc steel	1,050.70	(1,050.70)	-	-	-	-	-
54 Masonry/Duct work	12,396.30	(12,396.30)	-	-	-	-	-
55 Sanitary replacement	15,982.56	(15,982.56)	-	-	-	-	-
56 Terrazzo	309,645.30	(99,645.30)	-	-	-	-	-
57 Plumbing/Masonry	25,989.34	(25,989.34)	-	-	-	-	-
58 Basement improvements	82,845.30	(82,845.30)	-	-	-	-	-
59 Owner allowances	27,379.20	-	-	-	-	-	-
60 Steel/Masonry	26,844.25	(26,844.25)	-	-	-	-	-
61 Plumbing	2,244.71	(2,244.71)	-	-	-	-	-
62 ROD countertops	6,954.41	(6,954.41)	-	-	-	-	-
63 Duct relocation	2,679.07	(2,679.07)	-	-	-	-	-
64 Roller hangers above LL caged area	2,594.66	(2,594.66)	-	-	-	-	-
65 Extend west wall of MIS server room	2,110.77	(2,110.77)	-	-	-	-	-
66 Storm sewer	95,349.74	(95,349.74)	-	-	-	-	-
67 Changes to detention hardware	13,409.47	(13,409.47)	-	-	-	-	-
68 Sanitary sewer connection	3,767.97	(3,767.97)	-	-	-	-	-
69 Landscaping	20,634.93	(20,634.93)	-	-	-	-	-
70 Planters credit	(15,150.00)	15,150.00	-	-	-	-	-
71 Fire protection at LEC	10,978.29	(10,978.29)	-	-	-	-	-
72 Changes to green roof	33,460.64	(33,460.64)	-	-	-	-	-
73 Changes to UPS	21,008.86	(21,008.86)	-	-	-	-	-
74 Adjustments to server walls	1,172.42	(1,172.42)	-	-	-	-	-
75 Landscaping	4,778.66	(4,778.66)	-	-	-	-	-
76 Site utilities	13,706.99	(13,706.99)	-	-	-	-	-
77 Terazzo in lobby area	1,918.31	(1,918.31)	-	-	-	-	-

Change orders and funding sources

	<u>Amount</u>	<u>Contingency</u>	<u>Interest on bonds</u>	<u>Bug Tussel fee</u>	<u>ARPA - PILT</u>	<u>ARPA - additional</u>	<u>Jail assessment</u>
78 Plumbing	1,260.81	(1,260.81)	-	-	-	-	-
79 County board room floor prep	12,244.33	(12,244.33)	-	-	-	-	-
80 Flush existing water lateral	1,560.45	(1,560.45)	-	-	-	-	-
81 Reinstall wire partitions	7,602.51	(7,602.51)	-	-	-	-	-
82 various changes	26,004.98	(26,004.98)	-	-	-	-	-
83 Lower floor drains at receiving cells	3,836.63	(3,836.63)	-	-	-	-	-
84 Change lockset	1,699.85	(1,699.85)	-	-	-	-	-
85 Changes to HVAC piping and controls	33,800.91	(33,800.91)	-	-	-	-	-
86 Ceiling/window	23,187.25	(23,187.25)	-	-	-	-	-
87 CB #32	42,986.64	(42,986.64)	-	-	-	-	-
88 Undercuts at new asphalt parking	16,283.30	(16,283.30)	-	-	-	-	-
89 HPC coating	4,234.02	(4,234.02)	-	-	-	-	-
90 Changes requested by Sheriffs Dept	27,729.20	(27,729.20)	-	-	-	-	-
91 Jail change orders	20,671.43	(20,671.43)	-	-	-	-	-
92 Owner allowances	101,601.96	(101,601.96)	-	-	-	-	-
93 Electric work	33,956.43	(33,956.43)	-	-	-	-	-
94 Main entrance door lock button	1,167.22	(1,167.22)	-	-	-	-	-
95 Glass glazing	2,697.50	(2,697.50)	-	-	-	-	-
96 Peep holes and light kits	3,004.39	(3,004.39)	-	-	-	-	-
97 Temporary transfer switch	5,820.48	(5,820.48)	-	-	-	-	-
98 Floor striping in receiving cells	1,890.07	(1,890.07)	-	-	-	-	-
99 Replace flooring at LEC	54,569.39	(54,569.39)	-	-	-	-	-
100 Deductible	(50,000.00)	50,000.00	-	-	-	-	-
101 Floor drains	(1,530.23)	1,530.23	-	-	-	-	-
102 HVAC work	1,602.66	(1,602.66)	-	-	-	-	-
103 Masonry in Sheriff/Jail	31,870.75	(31,870.75)	-	-	-	-	-
104 Masonry in Sheriff/Jail	24,390.77	(24,390.77)	-	-	-	-	-
105 Sprinkler system for boiler room	2,337.55	(2,337.55)	-	-	-	-	-
106 Owner allowances	7,349.58	(7,349.58)	-	-	-	-	-
107 HVAC work	31,179.84	(31,179.84)	-	-	-	-	-
108 Female Huber Dorm Floor	4,802.02	(4,802.02)	-	-	-	-	-
109 Resilient base	1,282.69	(1,282.69)	-	-	-	-	-
110 Court reporter stations	16,217.62	(16,217.62)	-	-	-	-	-
111 Child support camera	5,515.67	(5,515.67)	-	-	-	-	-
112 Isolation valves	3,032.96	(3,032.96)	-	-	-	-	-
Subtotal - Maas Construction	3,079,639.32	(2,754,230.74)	-	-	-	-	(150,000.00)
Roof replacement	702,000.00	(202,000.00)	-	-	-	(250,000.00)	-
AV system	1,426,062.00	(485,062.00)	(400,000.00)	(216,000.00)	(100,000.00)	(225,000.00)	-
Total	5,207,701.32	(3,441,292.74)	(400,000.00)	(216,000.00)	(100,000.00)	(475,000.00)	(150,000.00)
Net contingency remaining		308,707.26					

JEFFERSON COUNTY ARPA FUNDS
TOTAL - \$16,465,385

Original Budget	Amendment	Amended Budget	Amount Committed	Amount Spent	Expected Completion	Project Description
-	25	25	25	25	Dec 2024	General administration
550,000	(140,000)	410,000	410,000	356,490	Dec 2024	The County has purchased two triplex housing units to assist with housing for persons that were economically disadvantaged by the pandemic. The units will require some renovation to meet code and safety requirements.
2,135,000	(1,120,000)	1,015,000	1,015,000	15,000	Mid - 2024	Match for broadband expansion grants
295,000	(93,259)	201,741	201,741	96,017	Legal Assistant - Dec 2024; ADA Feb of 2023	Hire one legal assistant in the District Attorney's office to assist with processing court cases that were backlogged due to the pandemic. Backfill one state funded position that will be unfilled during 2022 due to deployment to assist with this backlog.
195,000	(42,292)	152,708	152,708	105,608	Dec-24	Hire an additional full time staff person to assist those veterans that were negatively impacted by COVID-19.
240,000	(53,535)	186,465	186,465	94,694	Dec-24	Several recent studies commissioned by the County have identified a need for a position to assist with housing in the County to include liaison to communities, developers, and granting agencies as well as individuals seeking affordable housing.
234,000	108,000	344,146	344,146	344,146	Completed	South Campus Water Main replacement
130,000	150,877	280,877	280,877	280,877	Completed	Replace HVAC system in Workforce Development Building to improve ventilation
115,000	544,160	659,160	659,160	659,160	Completed	Improvements to South Campus
300,000	-	297,829	297,829	265,254	Jul-24	Technology purchases to support remote work for COVID mitigation or operational recovery
195,000	(95,000)	100,000	100,000	76,556	Dec-24	Increase part time mental health nurse in Jail to full time
250,000	-	250,000	250,000	247,100	Jul-24	Engage Discover Wisconsin for a 3-year marketing campaign to promote tourism that was impacted by COVID-19
500,000	25,953	525,953	525,953	525,805	Completed	The County Fairgrounds is one of the largest tourist draws in the County. This would improve the County facilities and assist with tourism that was adversely affected by COVID-19.
7,000,000	1,829,469	8,829,469	8,829,469	8,134,653	Oct-24	Replace HVAC system in County Courthouse, Sheriff complex, and Jail to improve ventilation
-	250,000	250,000	250,000	250,000	Sep-23	Replace roof at Courthouse, Sheriff complex, and Jail
350,000	(350,000)	-	-	-	Dec-24	Originally budgeted for marketing of county farmland, repurposed for South Campus/Fairground improvements
1,000,000	-	1,000,000	1,000,000	-	Dec-24	This concept, in conjunction with the position above, would develop a central test/R&D/business development/education complex. There are EDA funds available to assist with this project, this is a potential match for those funds or workforce housing opportunities.
350,000	(350,000)	-	-	-	Completed	Originally to remodel UW Extension lower level for potential Human Service expansion to assist those impacted by COVID-19, moved to generic South Campus Improvement category
1,000,000	(800,000)	200,000	200,000	-	Dec-24	Economic assistance to individuals and non-profit organizations
-	35,264	35,264	35,264	72,795	Dec-24	Economic assistance to individuals and non-profit organizations - LIFT program for ATC/DTC
	42,817	42,817	42,817	-	Dec-24	Economic assistance to individuals and non-profit organizations - Additional TAD grant funding
100,000	(100,000)	-	-	-	Jul-23	Psychotherapist position for ATC/DTC (housed in HS)
200,000	(200,000)	-	-	-	Jul-24	Assist with stand up for free clinics that administer vaccinations, testing, contact tracing as a placeholder in case other state and federal funding falls short
-	50,000	50,000	50,000	50,000	Completed	Assistance to Rock River Clinic
1,000,000	(969,702)	30,298	30,298	30,298	Completed	Reserve for future Public Health expenses related to COVID, moved 469,702 to project code 22221 for purchase of SD squads
-	469,702	469,702	469,702	469,702	Jul-23	Purchase of SD squads and cameras for squads
-	775,000	775,000	775,000	775,000	Completed	Match for potential DOT/Highway project grants (Infrastructure Bill)
	200,931	200,931	200,931	115,596	Dec-24	Recruitment and Retention Specialist
200,000	(42,000)	158,000	158,000	126,615	Dec-24	Clean Water initiatives
16,339,000	126,385	16,465,385	16,465,385	13,091,391		Total committed/spent to date

**Jefferson County
Contingency Fund
For the Year Ended December 31, 2023**

Ledger Date	Description	General (599900)	Other (599908)	Vested Benefits (599909)	Authority
1-Jan-23	Tax Levy	500,000.00	600,000.00	300,000.00	
8-Mar-23	Budget carryover requests		1,863,182.66		County Board
12-Apr-23	Fair Park volunteer coordinators	(15,000.00)			Finance Committee
18-Apr-23	Strategic Plan		(67,750.00)		County Board
12-Jun-23	Central Services Chiller Repair	(60,000.00)			Finance Committee
12-Jun-23	Corporation Counsel Legal Files Mngmt System	(12,000.00)			Finance Committee
10-Oct-23	Replacement of culvert on Interurban Trail		(49,900.00)		County Board
Total amount available		413,000.00	2,345,532.66	300,000.00	
Net		413,000.00	2,345,532.66	300,000.00	

**Jefferson County
Contingency Fund
For the Year Ended December 31, 2024**

Ledger Date	Description	General (599900)	Other (599908)	Vested Benefits (599909)	Authority
1-Jan-24	Tax Levy	499,999.38	0.00	300,000.00	
Total amount available		499,999.38	0.00	300,000.00	
Net		499,999.38	0.00	300,000.00	