

Finance Committee Agenda

Jefferson County

Jefferson County Courthouse, Room C1021

311 S. Center Ave.

Jefferson, WI 53549

Date: Tuesday November 5, 2024

Time: 8:30 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 October 1, 2024 and October 22, 2024
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. Public Hearing on issuance of Tax-Exempt Private Activity Bonds by Crown of Life Christian Academy
9. Discussion and possible action on approving Education Revenue Bonds (Crown of Life Christian Academy) Series 2024
10. Discussion and possible action on accepting \$1,900 in restricted donations for facilitating conversations with groups at risk for social isolation and amending the 2024 Health Department budget
11. Discussion and possible action on Live Local Development Fund donor agreement
12. Discussion and possible action on 2025 supervisor budget amendment requests
13. Discussion and possible action on 2025 budget
14. Discussion and possible action on appointment of official County representative and alternate representative for Wisconsin Mutual Municipal Insurance Company
15. Discussion and possible action on status of Courthouse/Sheriff/Jail improvement project and 2021A and 2022A bond funds
16. Discussion and possible action on update on American Rescue Plan Act funding
17. 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
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. Discussion and possible action on sale of county land
21. Discussion and possible action on 2024 projections of budget vs. actual revenues and expenditures
22. Review of the financial statements and department update for September 2024-Finance Department
23. Review of the financial statements and department update for September 2024-Treasurer's Office
24. Review of the financial statements and department update for September 2024-Child Support
25. Update on contingency fund balance
26. Discussion of funding for projects related to the new highway facilities and sale of old highway facilities
27. Set future meeting schedule, next meeting date, and possible agenda items
28. Review of invoices
29. Adjourn

Next scheduled meetings: Tuesday, December 3, 2024 (Regular meeting)
Tuesday, January 7, 2025 (Regular meeting)
Tuesday, February 4, 2025 (Regular meeting)
Tuesday, March 4, 2025 (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.

**Jefferson County
Finance Committee Minutes
October 1, 2024**

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

1. Call to order – Finance Committee Chair Richard Jones called the meeting to order at 8:30 a.m.

2. Roll call (establish a quorum) – Finance Committee members present were Richard Jones, George Jaeckel, Walt Christensen, Russell Kutz, and David Drayna. Staff in attendance included County Administrator Ben Wehmeier, Corporation Counsel Danielle Thompson, Assistant Finance Director Tammy Worzalla, Budget Analyst Morgan Toutant, Assistant to the County Administrator Michael Luckey, County Treasurer Kelly Stade, Human Services Deputy Director Brian Bellford, Land and Water Director Patricia Cicero, Human Resources Director Terri Palm, Corporation Counsel Paralegal Sarana, County Engineer/Planner Brian Udovich, and members of the public.

3. Certification of Compliance with the Open Meetings Law - County Administrator Wehmeier certified compliance with the Open Meetings Law.

4. Approval of the Agenda - No changes were made to the agenda.

5. Approval of Minutes for Finance Committee for September 3, 2024; September 16, 2024; September 17, 2024; September 18, 2024; and September 19, 2024 - Motion by Jaeckel/Drayna to approve the minutes from the Finance Committee meetings held on the above dates. The motion passed 5-0.

6. Communications - None.

7. Public Comment - None.

8. Discussion and Possible Action on Restructuring the Assistant Corporation Counsel Position in the Child Support Department - Wehmeier provided an update on the current need to restructure the Assistant Corporation Counsel position in Child Support. Due to implementation of new technologies that will streamline workflow in the Child Support office, the .8 FTE is proposed to be reduced to .5 FTE with the remaining .5 being split between the Corporation Counsel and Human Services departments. Because Human Services can bill Title IV-E for this time, impact on the tax levy is expected to net to zero. Motion by Jaeckel/Drayna to forward the resolution to the County Board for the approval of the restructuring of the Assistant Corporation Counsel position in the Child Support Department. The motion passed 5-0.

9. Discussion and Possible Action on 2025 Budget - Wehmeier presented updates on the 2025 budget process, including potential risks for the upcoming fiscal year and beyond. Discussion followed on projected revenues and expenditures. No action was taken.

10. Discussion and Possible Action on Repurchase of Nestle Property – Wehmeier led a discussion regarding the potential repurchase of the Nestle property by the County. Nestle wishes to sell the property and the County holds a first right of refusal, which it intends to exercise. A motion by Christensen/Jaeckel to forward the resolution to the County Board to approve the repurchase of the Nestle Property. The motion passed 5-0.

11. Discussion and Possible Action on Status of Courthouse/Sheriff/Jail Improvement Project and 2021A and 2022A Bond Funds – Wehmeier updated the Committee on the financial status of the Courthouse/Sheriff/Jail improvement project. No action was taken.

12. Discussion and Possible Action on Update on American Rescue Plan Act Funding – Wehmeier and Worzalla provided an update on the status of ARPA funds and remaining project allocations. No action was taken.

13. 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 - Corporation Counsel Danielle Thompson presented updates on foreclosed properties. No action was taken.

14. 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 - Motion by Jones/Jaeckel to convene in closed session. Motion passed 5-0.

15. Reconvene in Open Session - Motion by Jones/Jaeckel to reconvene in open session. The motion passed 5-0. No action was taken on items discussed in the closed session.

16. Discussion and Possible Action on 2024 Projections of Budget vs. Actual Revenues and Expenditures – Assistant Finance Director Worzalla directed the committee to the budget summary prepared by the Budget Analyst, Morgan Toutant. No action was taken.

17. Review of Financial Statements and Department Update for August 2024 - Finance Department - The Committee reviewed the Finance Department's financial statements for August 2024. No action was taken.

18. Review of Financial Statements and Department Update for August 2024 - Treasurer's Office - The Committee reviewed the Treasurer's Office financial statements for August 2024. No action was taken.

19. Review of Financial Statements and Department Update for August 2024 - Child Support The Committee reviewed the Child Support financial statements for August 2024. No action was taken.

20. Update on Contingency Fund Balance – Assistant Finance Director Worzalla reported the current balance of contingency funds as \$489,999.38 for the general contingency, \$653,650 for other contingency funds, and \$300,000 for vested benefits. No action was taken.

21. Discussion of Funding for Projects Related to the New Highway Facilities and Sale of Old Highway Facilities - No action was taken.

22. Set Future Meeting Schedule, Next Meeting Date, and Possible Agenda Items - The next scheduled meeting is set for November 5, 2024, at 8:30 a.m.

23. Review of Invoices - Motion by Jaeckel/Kutz to approve invoices totaling \$5,131,823.12. Motion passed 5-0.

24. Adjourn - Motion by Jaeckel/Drayna to adjourn at 10:01 a.m. Motion passed 5-0.

Respectfully submitted,

Tamara Worzalla, Assistant Finance Director
Jefferson County

**Jefferson County
Finance Committee Minutes
October 22, 2024**

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

1. Call to Order - Finance Committee Chair Jones called the meeting to order at 6:00 p.m.

2. Roll call (establish a quorum) – Finance Committee members present were Richard Jones, Walt Christensen, Russell Kutz and David Drayna. George Jaeckel was excused. Other board members present were Steve Nass. Staff in attendance were County Administrator, Ben Wehmeier; Finance Director, Marc DeVries; Assistant Corporation Counsel, Yelena Zarwell; Assistant Finance Director, Tammy Worzalla; Assistant to the County Administrator, Michael Luckey; Parks Director, Kevin Weismann; County Sheriff Travis Maze; and Highway Operations Manager, Brian Udovich. There were no members of the public present.

3. Certification of compliance with the Open Meetings Law – County Administrator Wehmeier certified compliance with the Open Meetings Law.

4. Approval of the Agenda – No changes.

5. Communications – None.

6. Public Comment - None.

7. Discussion and possible action on 2025 capital financing and authorization to participate in state bid for Sheriff’s squads for 2025 – County Sheriff Maze explained that the state bid for squads opened at the beginning of October and will close at the end of October, prior to the next Finance Committee meeting. If ordered, the squads are expected to be delivered sometime in early to mid-2025. It is not known when the next bid for squads will open. At this time the squads are not included in the 2025 budget but are expected to be included at some level once the Committee and County Board have a chance to consider the year end results and how that would affect the capital plan for 2025. Finance Director DeVries explained that there are two preferred funding sources for this potential purchase, either the County can use reserves, which are expected to increase over last year, or finance through a short-term borrowing. Motion by Jones/Christensen to authorize the purchase of 6 squads, including all equipment, at a cost not to exceed \$564,000 with financing options to be determined at a later meeting. The motion passed 4-0.

8. Discussion and possible action on contingency transfer for Interurban Trail Program Phase III bridge project – Parks Director Weismann explained that the replacement of the bridge structure for Phase III was underway. In order to minimize costs, the County is trying to utilize the existing footings for the new bridge. However, during the demolition of the old bridge, the County became aware of some structural weaknesses in the concrete footings. It is recommended that repairs be made to the footings prior to installing the bridge to maximize the useful life of the footings. This

could be delayed but at some point, the footings will need to be repaired and delaying the repairs would likely mean that the footings will deteriorate prior to the useful life of the bridge and will cost more once the bridge is installed. The most cost-effective solution is to repair the footings now, however the cost to repair exceeds the project contingency by approximately \$30,000. Weismann also requests an additional \$20,000 for any other unforeseen repairs. Motion by Christensen/Kutz to approve the transfer of \$50,000 from contingency to the Parks budget for repairs to the bridge footings. The motion passed 4-0.

9. Discussion and possible action on contingency transfer for contract with executive search firm – Assistant County Administrator Luckey explained that a group of employees met to evaluate responses to a request for proposals that the County released for replacement of the County Administrator. The recommended firm has proposed a fixed fee of \$30,000. Motion by Kutz/Drayna to transfer \$30,000 from contingency to the County Board budget. The motion passed 4-0.

10. Set Future Meeting Schedule, Next Meeting Date, and Possible Agenda Items - The next meeting is scheduled for Tuesday, November 5, 2024, at 8:30 a.m.

11. Adjourn - Motion by Kutz/Drayna to adjourn at 6:23 p.m. The motion passed 4-0.

Respectfully submitted,

Marc DeVries, Finance Director
Jefferson County

COUNTY BOARD OF SUPERVISORS
JEFFERSON COUNTY, WISCONSIN

RESOLUTION NO. R24-_____

**RESOLUTION
APPROVING EDUCATION REVENUE BONDS
(CROWN OF LIFE CHRISTIAN ACADEMY) SERIES 2024**

Executive Summary

Crown of Life Christian Academy Inc. (the “Borrower”), a Wisconsin nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), has requested the County Board of Supervisors of Jefferson County (the “County”) approve, solely for the purposes set forth in this resolution, the issuance of bonds by the Public Finance Authority (the “Authority”), a bond issuing commission created and existing under and pursuant to the provisions of Sections 66.0301, 66.0303, and 66.0304 of the Wisconsin Statutes, as amended (the “Act”). The Borrower has applied for financing to the Authority for the issuance of revenue bonds to finance a Project (hereinafter defined) on behalf of the Borrower pursuant to a plan of finance. The Authority intends to issue its Education Revenue Bonds (Crown of Life Christian Academy) Series 2024 in one or more series of tax-exempt and/or taxable bonds in an amount not to exceed \$8,200,000 (the “Bonds”) to finance the Borrower’s Project.

One or more series or issuances of Bonds are expected to be qualified 501(c)(3) bonds, as defined in Section 145 of the Code, for nonprofit school facilities, and the proceeds of the Bonds will be made available to the Borrower and used by the Borrower pursuant to a plan of finance to (a) refinance existing loans of the Borrower, the proceeds of which financed, among other things: the construction, improvement, equipping, and installation of certain educational facilities located on approximately 11 buildable acres of land, including an approximately 27,000 square foot, one story elementary and middle school building for grades K-8 containing approximately 10 classrooms, administrative offices, conference rooms, a kitchen, boys and girls bathrooms, cafeteria, lobby, storage, a full size gymnasium, a parking lot, excavated green space, and commercialized landscaping located at 535 Berea Dr., Fort Atkinson, WI 53538 (collectively, the “Existing Facilities”); (b) finance or refinance, including through reimbursement, the acquisition, construction, improvement, renovation, and equipping of a new wing to the Existing Facilities, which is presently expected to include, among other things, additional classrooms, boys’ and girls’ locker rooms, additional administrative offices, staff workroom, and expanded special education classrooms (the “New Facilities” and, together with the Existing Facilities, the “Facilities”); and (c) pay the costs of some or all of the following: (i) capitalized interest on the Bonds; (ii) funding of certain reserve funds, including deposits to a debt service reserve fund and repair and replacement fund for the Bonds; (iii) working capital; and (iv) all or a portion of the costs of issuance of the Bonds (collectively, the “Project”).

The Bonds will be special limited obligations of the Authority payable solely from the loan repayments to be made by the Borrower to the Authority, and certain funds and accounts established by the bond indenture for the Bonds.

The Finance Committee considered this resolution at its meeting on November 5, 2024, and recommended forwarding to the County Board for approval.

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

WHEREAS, pursuant to Section 66.0304(11)(a) of the Wisconsin Statutes, prior to their issuance, bonds or notes issued by the Authority must be approved by the governing body or highest ranking executive or administrator of the political jurisdiction within whose boundaries the project is to be located; and

WHEREAS, the Borrower has requested that the County Board of Supervisors of Jefferson County (the "County") approve the financing of the Project by the Authority and the issuance of the Bonds for the sole purposes of satisfying (i) the requirements of Section 66.0304(11)(a) of the Wisconsin Statutes; and (ii) the public approval requirement of Section 147(f) of the Code in order to qualify the interest on the Bonds for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Code.

NOW, THEREFORE, BE IT RESOLVED by the County, as follows:

1. The County hereby approves the issuance of the Bonds by the Authority for financing the Project. It is the purpose and intent of the County that this Resolution constitutes approval of the Bonds by the County, which is a governmental unit having jurisdiction over the area in which the Project is located, in accordance with Section 66.0304(11)(a) of the Wisconsin Statutes.

2. The County Finance Committee held a public hearing on November 5, 2024, in accordance with the provisions of Section 147(f) of the Code, at which public hearing residents of the County were given an opportunity to be heard in regard to the proposed issuance of the Bonds and the nature and location of the proposed Project. The publication of the notice of public hearing in the official newspaper of Jefferson County is hereby ratified.

3. This Resolution shall constitute the approval of the Bonds for purposes of the public approval requirements of Section 147(f) of the Code.

Fiscal Note: No impact. The Bonds will be issued by the Authority and will be special limited obligations of the Authority payable solely from the loan repayments to be made by the Borrower to the Authority, and certain funds and accounts established by the bond indenture for the Bonds.

Strategic Plan Reference: N/A.

Passed and adopted at a regular meeting of the County Board of Supervisors of Jefferson County this 12th day of November, 2024.

RESOLUTION NO. _____

Accepting \$1,900 in restricted donations for facilitating conversations with groups at risk for social isolation and amending the 2024 Health Department budget

Executive Summary

The Jefferson County Health Department was awarded a total of \$1,900 in restricted donations from the Greater Watertown Community Health Foundation to facilitate conversations with groups at high risk for social isolation. The funding covers the costs for 10 people to participate in a focus group aimed at understanding how social connection impacts them. The findings of these focus groups will not only help the Jefferson County Health Department better understand ways to tailor their interventions to support these high-risk populations, but its findings will help other key stakeholders in the community do the same.

Social connectedness is the overall feeling of belonging to a community and the experience of having meaningful relationships with others. This is a core human need that has a significant impact on health and well-being. Since COVID-19, we have seen record high levels of social isolation that has dramatically impacted mental health and wellness.

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

WHEREAS, this funding is available to the Jefferson County Health Department from the Greater Watertown Community Health Foundation, and

WHEREAS, the funding is to be used for purchasing of incentive gift cards, meals, taxi vouchers to ensure transportation access, and supporting staff time for coordination of discussion, and

WHEREAS, the Jefferson County Health Department’s most recent Community Health Assessment and Community Health Improvement Plan identified mental health as a priority area and had an overall objective to “have all children and families within our community stable and connected”.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors hereby accepts \$1900 in restricted donations for the Jefferson County Health Department to facilitate conversations with groups at risk for social isolation.

Fiscal Note: This resolution increases the budget for revenue and expense in the Health Department by \$1,900. This is a budget amendment. County Board approval requires a two-thirds vote of the entire membership of the County Board (20 votes of the 30-member County Board).

**JEFFERSON COUNTY
BUDGET ADJUSTMENT OR AMENDMENT REQUEST**

<u>Adjustment</u>	<u>Description</u>	<u>Approval Level</u>
<input type="checkbox"/> Level 1	Adjustments of operating appropriations up to \$4,999 from one account to another <u>within</u> the department's budget	Department Head
<input type="checkbox"/> Level 2	<input type="checkbox"/> a. Adjustments of operating appropriations over \$5,000 and up from one account to another <u>within</u> the department's budget. <input type="checkbox"/> b. Substitution of capital items or adjustment of operating to capital appropriations up to \$24,999 from one account to another <u>within</u> the department's budget.	Administrator
<input type="checkbox"/> Level 3	Amendments of operating or capital appropriations needing additional funding from contingency funds from that are under 10% of the funds originally appropriated for an individual department.	Finance Committee
<input checked="" type="checkbox"/> Level 4	<input type="checkbox"/> a. Amendments of operating or capital appropriations needing additional funding from contingency funds from that are over 10% of the funds originally appropriated for an individual department. <input checked="" type="checkbox"/> b. New programs in a department that were not originally budgeted through increase in expenses with offsetting increase in revenue for that program. (i.e. grant funding or donations) <input type="checkbox"/> c. Substitution of capital items or adjustment of operating to capital appropriations over \$25,000 from one account to another <u>within</u> the department's budget. <input type="checkbox"/> d. Amendments of operating or capital appropriations needing funding from general fund balance.	County Board

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4101.485200.	Public Health Restricted Donation	\$ (1,900.00)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4101.531349.	Other Operating Expenses	\$ 1,750.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4101.532335.	Meals	\$ 150.00
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

Description of Adjustment:

Department Head Signature _____ Date _____
 County Administrator Signature _____ Date _____
 with the County Administrator.

- 1) Salaries and Fringes are not included as operating above, any changes to salaries and fringes must be discussed
- 2) The County Administrator shall make the determination if the budget adjustment needs to go to the County Board.
- 3) Any items \$5,000 and above must be capitalized.

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

As of November 3, 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 & Renovations	38,669,834.00	38,669,834.00	4,867,267.49	43,537,101.49	31,797,124.13	11,739,977.36
MIS Building Demolition & Parking Lot Construction	Future Project Below	Future Project Below				
Construction Contingency	3,750,000.00	5,750,000.00	(4,771,732.36)	978,267.64	-	978,267.64
BC#1 Site Work-Site Utilities	300,000.00	-		-		
Sub-Total	42,719,834.00	44,419,834.00	95,535.13	44,515,369.13	31,797,124.13	12,718,245.00
Design Fees (Including \$19k Reimbursables Allowance)	2,757,801.00	2,641,000.00	214,202.00	2,855,202.00	2,790,294.83	64,907.17
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	479,408.86	(329,408.86)
Temporary Office Space	300,000.00	300,000.00	(14,743.92)	285,256.08	493,671.66	(208,415.58)
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	353,992.61	(309,436.96)
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 CO	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	-	-	-	-	13,000.62	(13,000.62)
Replace roof	-	-	702,000.00	702,000.00	705,434.15	(3,434.15)
Potential Levy Funded Items						
Asbestos Abatement/Consulting	581,840.00	581,840.00	-	581,840.00	533,845.27	47,994.73
Audio-Visual/Information Technology/Telecommunications	1,000,000.00	1,000,000.00	1,426,062.00	2,426,062.00	2,400,852.38	25,209.62
Fixtures, Furnishings, & Equipment (Including Exterior)	1,000,000.00	1,000,000.00	850,000.00	1,850,000.00	1,997,318.07	(147,318.07)
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	2,709,666.87	6,977,304.87	7,260,937.95	(283,633.08)
Total	49,959,475.00	51,542,674.00	2,805,202.00	54,347,876.00	41,848,356.91	12,499,519.09
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)		
Designated Carryover from 2023			(2,000,000.00)	(2,000,000.00)		
Difference between project costs and funding sources	-	1,583,199.00	(1,635,798.00)	(52,599.00)		

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		5,750,000.00	-	-	-	-	-
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/IIMP 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)	-	-	-	-	-
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)	-	-	-	-	-

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>
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)	-	-	-	-	-
113 Jail lighting and UPS upgrades	154,335.79	(154,335.79)	-	-	-	-	-
114 Relocate sewer vent	435.28	(435.28)	-	-	-	-	-
115 Courtroom changes	20,598.59	(20,598.59)	-	-	-	-	-
116 Courtroom changes	14,668.23	(14,668.23)	-	-	-	-	-
117 HVAC work	12,687.19	(12,687.19)	-	-	-	-	-
118 HVAC work	2,762.43	(2,762.43)	-	-	-	-	-
119 Masonry work	589.96	(589.96)	-	-	-	-	-
120 Fire protection	2,104.53	(2,104.53)	-	-	-	-	-
121 Painting/Staining	4,984.08	(4,984.08)	-	-	-	-	-
122 Temp ceiling at jail	4,662.62	(4,662.62)	-	-	-	-	-
123 Courtroom changes	28,380.42	(28,380.42)	-	-	-	-	-
124 Jail ceiling work	63,888.21	(63,888.21)	-	-	-	-	-
125 Sidewalk extension	93,819.46	(93,819.46)	-	-	-	-	-
126 Cameras at Huber	4,028.04	(4,028.04)	-	-	-	-	-
127 Next technology	5,810.08	(5,810.08)	-	-	-	-	-
128 DA markerboards	2,416.62	(2,416.62)	-	-	-	-	-
129 Landscaping	6,947.97	(6,947.97)	-	-	-	-	-
130 Door/hardware changes	1,899.59	(1,899.59)	-	-	-	-	-
131 Reinforcing structure	8,632.41	(8,632.41)	-	-	-	-	-
132 Purge panel	33,207.63	(33,207.63)	-	-	-	-	-
133 Terrazzo work	10,455.02	(10,455.02)	-	-	-	-	-
134 Owner allowances	11,359.66	(11,359.66)	-	-	-	-	-
135 Sallyport railing	1,993.21	(1,993.21)	-	-	-	-	-
136 Additional signage	2,148.53	(2,148.53)	-	-	-	-	-
137 Courts requests	41,940.89	(41,940.89)	-	-	-	-	-
138 Temp chiller	30,989.50	(30,989.50)	-	-	-	-	-
139 Day tank spill containment	2,560.86	(2,560.86)	-	-	-	-	-
140 HVAC work	26,138.79	(26,138.79)	-	-	-	-	-
141 Courts requests	2,117.60	(2,117.60)	-	-	-	-	-
142 Jail camera	5,373.15	(5,373.15)	-	-	-	-	-
143 Painting credit	(636.00)	636.00	-	-	-	-	-
144 Jail lobby floor patching	6,083.36	(6,083.36)	-	-	-	-	-
145 Electrical work for additional dampers	41,306.15	(41,306.15)	-	-	-	-	-
146 Court requests	3,460.97	(3,460.97)	-	-	-	-	-
147 HVAC work	662.88	(662.88)	-	-	-	-	-
148 Cameras in jail	30,140.61	(30,140.61)	-	-	-	-	-
149 Door hardware	13,902.57	(13,902.57)	-	-	-	-	-
150 Load Center	4,128.95	(4,128.95)	-	-	-	-	-
151 Kitchen mezzanine piping	1,988.28	(1,988.28)	-	-	-	-	-
152 Generator enclosure credit	(28,578.96)	28,578.96	-	-	-	-	-
153 Electric unit heaters control	5,593.48	(5,593.48)	-	-	-	-	-
154 Courtroom phones	2,957.57	(2,957.57)	-	-	-	-	-
155 Jail/LEC WAPs	8,196.52	(8,196.52)	-	-	-	-	-
156 Jail exhaust	472,249.59	(472,249.59)	-	-	-	-	-
157 Masonry infill	1,473.06	(1,473.06)	-	-	-	-	-
158 Demo early work	1,123.52	(1,123.52)	-	-	-	-	-
159 LEC lobby cabinets	4,319.74	(4,319.74)	-	-	-	-	-
160 Sidewalk undercut	2,743.27	(2,743.27)	-	-	-	-	-
161 Owner allowances	10,919.82	(10,919.82)	-	-	-	-	-
162 Roofing/HVAC	31,008.46	(31,008.46)	-	-	-	-	-
163 Drywall and Steel Studs	14,189.69	(14,189.69)	-	-	-	-	-
164 Fire protection	8,348.82	(8,348.82)	-	-	-	-	-
165 Huber conduit	1,189.06	(1,189.06)	-	-	-	-	-

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>
166 LEC lobby	1,946.40	(1,946.40)					
167 Toilet Partition	312.09	(312.09)					
168 Door	12,069.56	(12,069.56)					
169 Door	7,864.67	(7,864.67)					
170 Day tank fuel pumping	4,913.80	(4,913.80)					
171	43,309.77	(43,309.77)					
172 Existing pipe fittings	16,710.14	(16,710.14)					
173	536.11	(536.11)					
174 Owner allowances	4,069.33	(4,069.33)					
175		-					
176		-					
Subtotal - Maas Construction	4,867,267.49	(4,084,670.36)	-	-	-	-	(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	6,995,329.49	(4,771,732.36)	(400,000.00)	(216,000.00)	(100,000.00)	(475,000.00)	(150,000.00)
Net contingency remaining		978,267.64					

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

Original Budget	Amendment	Amended Budget	Amount Committed	Amount Spent	Unspent	Expected Completion	Project Description
-	25	25	25	25	-	Dec 2024	General administration
550,000	(170,000)	380,000	377,180	377,180	-	Completed	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	(1,870,000)	265,000	265,000	265,000	-	Completed	Match for broadband expansion grants
295,000	(93,259)	201,741	201,741	96,017	105,724	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	120,998	31,710	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	128,610	57,855	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	-	302,359	265,255	265,255	-	Jul-24	Technology purchases to support remote work for COVID mitigation or operational recovery
195,000	(95,000)	100,000	100,000	101,035	(1,035)	Dec-24	Increase part time mental health nurse in Jail to full time
250,000	-	250,000	247,100	247,100	-	Completed	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	148	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	8,835,170	8,835,170	-	Oct-24	Replace HVAC system in County Courthouse, Sheriff complex, and Jail to improve ventilation
-	250,000	250,000	250,000	250,000	-	Completed	Replace roof at Courthouse, Sheriff complex, and Jail
350,000	(350,000)	-	-	-	-	Completed	Originally budgeted for marketing of county farmland, repurposed for South Campus/Fairground improvements
1,000,000	-	1,000,000	1,000,767	1,000,000	767	Dec-24	Courthouse/Sheriff/Jail improvement project
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	-	200,000	Dec-24	Economic assistance to individuals and non-profit organizations
-	35,264	35,264	98,907	98,907	-	Dec-24	Economic assistance to individuals and non-profit organizations - LIFT program for ATC/DTC
100,000	(100,000)	-	-	-	-	Completed	Psychotherapist position for ATC/DTC (housed in HS)
200,000	(200,000)	-	-	-	-	Completed	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	-	Completed	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	175,024	25,907	Dec-24	Recruitment and Retention Specialist
-	325,000	325,000	325,000	-	325,000	Dec-24	Interurban Trail Grant Match
-	425,000	425,000	425,000	-	425,000	Dec-24	Highway projects (bridge) match
-	41,000	41,000	41,000	11,000	30,000	Dec-24	Strategic communications research and planning
200,000	(42,000)	158,000	158,000	150,563	7,437	Dec-24	Clean Water initiatives
16,339,000	94,568	16,438,098	16,465,385	15,256,872	1,208,513		Total committed/spent to date

DONATION AGREEMENT

This **DONATION AGREEMENT** (this “**Agreement**”) is made and entered into as of _____, 20__ (the “**Effective Date**”) by and between JEFFERSON COUNTY, a “**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. Donor wants to donate funds to the Fund to assist Thrive ED in making Loans for Projects.
- C. This Agreement memorializes Donor’s donation to the Fund and set forth the terms applicable to such 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. Donation. Simultaneously with the execution and delivery of this Agreement, Donor hereby donates Two Million Dollars (\$2,000,000) to Thrive ED for deposit into the Fund (the “**Donation**”).
2. Acceptance. Thrive ED hereby accepts the Donation and agrees to use such Donation to make Loans for Projects consistent with Thrive ED’s then applicable loan program manual (the “**Loan Program Manual**”).
3. Documentation. Donor acknowledges that it has received from Thrive ED all documents Donor has reasonably requested in connection with the Fund, including, without limitation, the Loan Program Manual in effect as of the Effective Date.
4. Use of 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 Program Manual, and regardless of the Donation by Donor, Donor shall have no independent ability to approve or reject a Loan for any Project.
5. Representations and Warranties. 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.
6. 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**”). Donor hereby agrees to join and at all times comply with all of the terms in the Investors’ Agreement. Donor is currently considered a Donor Investor under the Investors’ Agreement.

7. 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 Western 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 Donor nor Thrive ED 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 Donation Agreement as of Effective Date.

DONOR:

JEFFERSON COUNTY

By: _____
Name: Benjamin Wehmeier
Title: County Administrator
_____, _____

THRIVE ED:

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

By: _____
Name: Deborah Reinbold
Title: President
_____, _____

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 GLACIAL HERITAGE DEVELOPMENT PARTNERSHIP INC., DBA 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**"), FORT HEALTHCARE, located at 611 Sherman Ave, E, Fort Atkinson, WI 53538 ("**Fort Healthcare**"), FORT ATKINSON COMMUNITY FOUNDATION, located at 244 North Main Street, Fort Atkinson, WI 53538 ("**Fort Foundation**"), 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, Ixonia Bank, Fort Healthcare, Fort Foundation and 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 a given Investor in such Investor's Contribution Agreement or Donation Agreement (as applicable), 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 Program Manual 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 pledged as collateral to secure the obligations of such borrower(s) for such 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.
- 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 Program Manual”** means the Live Local Development Fund Loan Program Manual as it may be amended from time to time.

- p. **“Majority Consent”** means the affirmative consent of more than fifty percent (50%) of the parties to this Agreement at the time a vote on a given action or item is requested, or if less than all the parties to this Agreement vote on a given action or item, the affirmative consent of more than fifty percent (50%) of the parties to this Agreement that actually vote on such action or item. For the avoidance of any doubt, LLDF and each Investor (regardless of Investor type) shall each constitute one party and have one vote for the purposes of determining Majority Consent.
- q. **“Project Loan”** means a loan by the LLDF for a given Project.
- r. **“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, a Debt Investor may, at such Debt Investor’s discretion, require the LLDF (or an Investor on LLDF’s behalf if agreed to by the LLDF and such Investor) to maintain a deposit account with such Debt Investor having an account balance up to Eleven and Seven Tenths Percent (11.7%) of the Debt Investor Loan 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.

- d. Priority in Collateral. Each Debt Investor providing a Debt Investor Loan related to a given Project Loan shall have an interest in the Collateral related to such Project Loan 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 (thereby creating a Proportionate Interest(s) in such Project Loan), 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 a Proportionate Interest in 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 payments on a pari passu basis amongst all of the Equity Investors (and all of the Evergreen Equity Investors with a Proportionate Interest in such Project Loan) based on such Equity Investor's Proportionate Interest but only after all Debt Investors have been paid pursuant to such Debt Investor's Proportionate Interest in such Project Loan. In the event the sale of Collateral does not pay off the Project Loan in full, then (to the extent possible and after paying all amounts owed to Debt Investors with a Proportionate Interest in such Project Loan) the LLDF will use funds in the LLDF Loan Loss Reserve or the LLDF General Account to make all payments otherwise required to such Equity Investors and Evergreen

Equity Investors with a Proportionate Interest in such Project Loan on a pari passu basis. 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, then the payment by the LLDF to such Subaccount shall satisfy all distribution requirements in this Subsection 3.c.

- d. Priority in Collateral. Each Equity Investor with a Proportionate Interest in a given Project Loan shall have an interest in the Collateral related to such Project Loan 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 and Evergreen Equity Investors with a Proportionate Interest in such Project Loan, based on such Equity Investor's Proportionate Interest, but, in all instances, after the payment in full of all Debt Investors' Proportionate Interests in such Project Loan, as applicable.
- 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 (thereby creating a Proportionate Interest(s) in such Project Loan), 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 interest payment received on such Project Loan. If there is an event of default under a Project Loan, the Evergreen Equity Investors with a Proportionate Interest in 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 required payments on a pari passu basis amongst all of the Evergreen Equity

Investors (and all of the Equity Investors with a Proportionate Interest in such Project Loan) based on such Evergreen Equity Investor's Proportionate Interest but only after all Debt Investors have been paid pursuant to such Debt Investor's Proportionate Interest in such Project Loan. In the event the sale of Collateral does not pay off the Project Loan in full, then (to the extent possible and after paying all amounts owed to Debt Investors with a Proportionate Interest in such Project Loan) the LLDF will use funds in the LLDF Loan Loss Reserve or the LLDF General Account to make all payments otherwise required to such Evergreen Equity Investors and Equity Investors with a Proportionate Interest in such Project Loan on a pari passu basis. If an Evergreen Equity Investor's Contribution 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 a Proportionate Interest in a given Project Loan shall have an interest in the Collateral related to such Project Loan in an amount equal to such Evergreen Equity Investor's Proportionate Interest and share in the proceeds from the sale of such Collateral on a pari passu basis with all other Evergreen Equity Investors and Equity Investors with a Proportionate Interest in such Project Loan, based on such Evergreen Equity Investor's Proportionate Interest, but, in all instances, after the payment in full of all Debt Investors' Proportionate Interests in such Project Loan, as applicable.
- 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 is 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); and
 - b. Second, to all Equity Investors and Evergreen Equity Investors (to be paid pari passu amongst all Equity Investors and 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 a LLDF Loan Loss Reserve Account that will be funded initially by contributions from Investors, excluding Debt Investors. Thereafter, the amount of funds in the LLDF Loan Loss Reserve Account required for each Project Loan shall be determined by the Live Local Development Fund Loan Committee at the time of the approval of the most recent Project Loan. For each payment received by LLDF on a Project Loan, twenty-five (25) basis points of such payment shall be contributed to the LLDF Loan Loss Reserve Account until the LLDF Loan Loss Reserve Account has a balance sufficient to satisfy the minimum balance in the LLDF Loan Loss Reserve Account as determined by the Loan Committee at the time of the approval of such Project Loan. The funds in the LLDF Loan Loss Reserve Account will be used, as and when necessary, to make payments on defaulted Project Loans, to the extent that funds are available, regardless of whether the funds were specifically contributed from such Project Loan.
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, funds from the LLDF, an Investor (as described in such Investor’s Contribution or Donation Agreement) or another source may be used 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 Subaccount statements for each Investor within a reasonable time after the end of each calendar quarter 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 Loan (as principal or interest, as applicable); and (iv) the amount of all LLDF Expenses (budgeted and actual) for a given calendar year. LLDF shall include a summary table which shows the entire portfolio of outstanding Project Loans with the total funds currently deployed and the weighted average of the interest rate for the portfolio.

LLDF also agrees to maintain and provide within a reasonable time after the end of each calendar quarter the following information for each Project: (i) Project name, (ii) total Project cost, (iii) Project Loan amount, (iv) capital source(s) of Project Loan, (v) interest rate of Project Loan, (vi) maturity date of Project Loan, (vii) amortization schedule, (viii) Project description, (ix) risk rating and rationale for rating including if the rating had changed, (x) any notes from asset management including whether there have been any late payments and how many if so, whether the borrower is currently in default on payments or other covenants and what is being done to address any existing default, and whether the Project Loan is on the watch list, (xi) amount of funds, if any, from the LLDF Loan Loss Reserve Account that have been used for such Project, (xii) most recent debt service coverage, if available, and (xiii) loan to value amount.

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 be amended, modified or otherwise revised without Majority Consent. 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 Western District Court 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 Program Manual; Sole Discretion on Changes to Project Loans. The LLDF Loan Program Manual is incorporated hereby by reference. In the event of any conflict or inconsistency between this Agreement and the LLDF Loan Program Manual, the provisions of the LLDF Loan Program Manual 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 Program Manual 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: GLACIAL HERITAGE DEVELOPMENT PARTNERSHIP, INC.

By: _____
Name: Deborah Reinbold
Title: President

JEFFERSON COUNTY: JEFFERSON COUNTY, WISCONSIN

By: _____
Name: Benjamin Wehmeier
Title: County Administrator

GWCHF: GREATER WATERTOWN COMMUNITY HEALTH FOUNDATION, INC.

By: _____
Name: Tina Crave
Title: President and CEO

IXONIA BANK: IXONIA BANK

By: _____
Name: Mark Wierman
Title: President

FORT HEALTHCARE: FORT HEALTHCARE

By: _____
Name: James Nelson
Title: Senior Vice President / Chief Financial Officer

**FORT FOUNDATION: FORT ATKINSON
COMMUNITY FOUNDATION**

By: _____
Name: Sally Koehler
Title: Chairman

JEFFERSON COUNTY
Revenues collected through September 30

<u>DEPT NAME</u>	<u>2024 REVISED</u>	<u>2024 ACTUALS</u>	<u>%COLLECTED</u>	<u>2023 REVISED</u>	<u>2023 ACTUALS</u>	<u>%COLLECTED</u>	<u>2022 REVISED</u>	<u>2022 ACTUALS</u>	<u>%COLLECTED</u>
Administration Total	\$ (1,263,088.00)	\$ (487,877.82)	39%	\$ (3,253,177.00)	\$ (455,569.71)	14%	\$ (1,484,275.00)	\$ (459,679.73)	31%
Capital Projects and Debt Total	(4,061,985.00)	(6,214,446.90)	153%	(12,384,243.00)	(4,170,964.06)	34%	(3,881,718.00)	(2,838,013.24)	73%
Central Services Total	(1,144,211.00)	(788,195.72)	69%	(985,653.00)	(737,489.45)	75%	(1,004,283.00)	(752,034.84)	75%
Child Support Total	(1,310,868.00)	(774,698.79)	59%	(1,235,122.00)	(719,294.19)	58%	(1,222,816.00)	(759,514.49)	62%
Clerk of Courts Total	(3,325,255.00)	(2,434,545.75)	73%	(3,272,999.00)	(2,326,262.81)	71%	(2,969,613.00)	(2,171,566.19)	73%
Corporation Counsel Total	(500,689.00)	(375,516.63)	75%	(488,185.00)	(373,701.08)	77%	(447,736.00)	(336,002.61)	75%
County Board Total	(513,039.00)	(384,880.40)	75%	(485,639.00)	(364,306.48)	75%	(516,744.00)	(387,757.28)	75%
County Clerk Total	(438,109.00)	(350,120.50)	80%	(414,523.00)	(341,404.77)	82%	(429,259.00)	(319,914.53)	75%
District Attorney Total	(1,030,146.00)	(676,144.26)	66%	(1,034,908.00)	(687,949.49)	66%	(1,089,327.00)	(653,503.90)	60%
Economic Development Total	(574,635.00)	(305,013.00)	53%	(487,082.00)	(364,489.72)	75%	(560,776.00)	(366,978.28)	65%
Emergency Management Total	(272,895.00)	(345,334.10)	127%	(256,391.00)	(121,817.29)	48%	(3,711,401.00)	(525,553.34)	14%
Fair Park Total	(1,940,507.00)	(1,464,451.58)	75%	(2,008,699.00)	(1,770,783.21)	88%	(2,499,011.00)	(1,438,314.21)	58%
Finance Department Total	(1,178,737.00)	(835,097.91)	71%	(1,160,790.00)	(874,329.58)	75%	(1,031,351.00)	(779,065.78)	76%
General Revenues & Expenditure Total	(49,999.00)	2,601,848.97	-5204%	636,379.00	2,590,234.14	407%	(102,785.00)	1,718,486.77	-1672%
Health Department Total	(2,032,902.00)	(1,228,490.59)	60%	(2,041,380.00)	(1,224,987.60)	60%	(2,490,062.00)	(1,339,782.54)	54%
Highway Department Total	(12,872,176.00)	(8,351,117.77)	65%	(13,691,556.00)	(8,927,528.31)	65%	(11,875,419.00)	(8,421,349.01)	71%
Human Resources Total	(753,389.00)	(474,322.88)	63%	(731,756.00)	(471,436.81)	64%	(632,811.00)	(416,657.93)	66%
Human Services Department Total	(40,473,783.00)	(23,617,314.88)	58%	(36,683,238.00)	(21,994,435.23)	60%	(29,983,930.00)	(17,520,630.67)	58%
Internal Service Funds Total	(2,591,004.00)	(1,785,366.25)	69%	(2,433,439.00)	(1,619,807.67)	67%	(2,010,781.00)	(1,396,814.27)	69%
Land & Water Conservation Total	(1,019,812.00)	(593,509.68)	58%	(1,111,126.00)	(418,790.41)	38%	(865,073.00)	(378,356.13)	44%
Land Information Total	(728,594.00)	(527,077.12)	72%	(609,521.00)	(482,579.51)	79%	(575,921.00)	(459,492.84)	80%
Library Total	(1,194,080.00)	(895,559.94)	75%	(1,179,470.00)	(884,602.53)	75%	(1,158,411.00)	(868,808.34)	75%
Medical Examiner Total	(397,209.00)	(281,423.12)	71%	(364,329.00)	(239,727.31)	66%	(344,967.00)	(248,540.55)	72%
Parks Department Total	(2,335,427.00)	(1,425,838.78)	61%	(1,357,549.00)	(958,653.41)	71%	(2,863,422.00)	(784,335.24)	27%
Planning And Zoning Total	(755,318.00)	(509,798.68)	67%	(736,737.00)	(487,464.64)	66%	(660,363.00)	(419,779.57)	64%
Register Of Deeds Total	(390,105.00)	(243,315.91)	62%	(351,488.00)	(327,778.25)	93%	(354,991.00)	(499,719.43)	141%
Sheriff Department Total	(18,382,021.00)	(12,753,439.09)	69%	(18,275,038.00)	(12,874,715.99)	70%	(15,843,687.00)	(11,714,780.27)	74%
Treasurer Total	(324,329.00)	(2,148,777.57)	663%	(309,068.00)	(1,739,086.05)	563%	(297,493.00)	993,374.78	-334%
UW Extension Total	(331,991.00)	(235,618.37)	71%	(294,381.00)	(211,982.17)	72%	(276,274.00)	(197,424.99)	71%
Veterans Services Total	(322,081.00)	(207,250.42)	64%	(291,193.00)	(202,743.75)	70%	(293,697.00)	(175,622.66)	60%
GRAND TOTAL	\$ (102,508,384.00)	\$ (68,112,695.44)	66%	\$ (107,292,301.00)	\$ (63,784,447.34)	59%	\$ (91,478,397.00)	\$ (53,918,131.31)	59%

JEFFERSON COUNTY
Expenses through September 30

DEPT NAME	2024 REVISED	2024 ACTUALS	%SPENT	2022 REVISED	2022 ACTUALS	%SPENT	2023 REVISED	2023 ACTUALS	%SPENT
Administration Total	\$ 2,734,200.00	\$ 1,031,307.44	38%	\$ 1,579,439.00	\$ 759,020.74	48%	\$ 3,671,136.00	\$ 835,610.72	23%
Capital Projects and Debt Total	23,056,715.00	14,922,940.63	65%	12,595,536.00	8,530,803.87	68%	49,331,476.00	32,280,723.00	65%
Central Services Total	1,366,927.00	869,737.65	64%	1,221,117.00	622,548.92	51%	1,258,368.00	684,441.75	54%
Child Support Total	1,310,868.00	905,752.13	69%	1,222,815.00	890,338.37	73%	1,235,122.00	892,143.35	72%
Clerk of Courts Total	3,338,601.00	2,281,780.74	68%	3,069,480.00	1,831,741.34	60%	3,272,999.00	2,061,191.53	63%
Corporation Counsel Total	500,690.00	323,250.79	65%	447,736.00	307,697.17	69%	500,187.00	336,256.30	67%
County Board Total	513,039.00	424,985.51	83%	604,244.00	408,406.75	68%	560,639.00	508,779.41	91%
County Clerk Total	437,611.00	544,789.69	124%	429,259.00	444,699.85	104%	453,793.00	518,624.31	114%
District Attorney Total	1,030,148.00	674,349.68	65%	1,089,329.00	741,970.18	68%	1,034,908.00	709,790.60	69%
Economic Development Total	615,039.00	376,097.32	61%	565,673.00	347,751.14	61%	569,383.00	352,483.43	62%
Emergency Management Total	317,496.00	247,494.53	78%	3,711,401.00	1,045,562.59	28%	256,393.00	215,730.75	84%
Fair Park Total	2,070,509.00	1,590,003.17	77%	2,562,449.00	1,548,144.32	60%	2,035,188.00	1,921,382.27	94%
Finance Department Total	1,193,737.00	873,989.22	73%	1,196,993.00	863,405.55	72%	1,175,791.00	790,385.63	67%
General Revenues & Expenditure Total	1,443,649.00	-	0%	4,995,683.00	5,099.81	0%	3,164,889.00	-	0%
Health Department Total	2,113,296.00	1,427,511.50	68%	1,738,895.00	1,515,444.49	87%	1,976,694.00	1,357,333.57	69%
Highway Department Total	12,872,177.00	8,634,282.32	67%	11,875,419.00	8,804,627.94	74%	13,691,556.00	9,090,497.01	66%
Human Resources Total	761,268.00	489,133.68	64%	679,572.00	401,575.97	59%	881,634.00	508,952.41	58%
Human Services Department Total	41,098,059.00	27,327,729.76	66%	31,039,831.00	21,757,313.77	70%	37,639,969.00	25,700,686.55	68%
Internal Service Funds Total	2,591,003.00	1,820,249.88	70%	2,030,779.00	1,472,259.20	72%	2,433,435.00	1,743,702.86	72%
Land & Water Conservation Total	1,076,096.00	513,963.71	48%	926,295.00	400,355.09	43%	1,206,814.00	477,671.90	40%
Land Information Total	757,359.00	446,119.16	59%	548,787.00	342,724.52	62%	647,797.00	443,429.58	68%
Library Total	1,194,080.00	1,193,387.28	100%	1,158,411.00	1,157,836.69	100%	1,179,470.00	1,178,812.09	100%
Medical Examiner Total	407,210.00	258,830.84	64%	344,967.00	222,945.43	65%	364,329.00	232,635.16	64%
Parks Department Total	3,121,260.00	1,188,139.42	38%	4,014,479.00	1,810,679.89	45%	1,836,851.00	1,256,447.19	68%
Planning And Zoning Total	755,387.00	547,900.59	73%	665,951.00	469,414.79	70%	736,740.00	535,052.57	73%
Register in Probate Total	-	-		-	-		-	-	
Register Of Deeds Total	390,105.00	304,104.12	78%	520,382.00	270,420.09	52%	454,444.00	357,980.98	79%
Sheriff Department Total	19,164,512.00	12,453,706.96	65%	16,959,793.00	12,108,171.68	71%	19,017,401.00	12,600,671.92	66%
Treasurer Total	324,329.00	259,491.87	80%	297,493.00	177,304.91	60%	309,066.00	220,892.98	71%
UW Extension Total	339,993.00	165,585.48	49%	295,774.00	156,092.56	53%	302,180.00	186,103.20	62%
Veterans Services Total	323,881.00	209,745.53	65%	293,698.00	194,921.63	66%	298,003.00	218,865.22	73%
GRAND TOTAL	\$ 127,219,244.00	\$ 82,306,360.60	65%	\$ 108,681,680.00	\$ 69,609,279.25	64%	\$ 151,496,655.00	\$ 98,217,278.24	65%

September 2024 Budget Variance Report Analysis
Morgan Toutant

A. Revenue Analysis: The month of September is closed and, therefore, the County is 3/4 of the way through 2024. I anticipate seeing 75% collected for department revenue. My horizontal analysis will be based off how the 2024 % Collected compares to 2022 and 2023. My vertical analysis will be based off how relative the 2024 % Collected is to 75%. The departments that are noted below are outliers to what is expected.

1. Administration: At 39% collected, Administration is lower than expected. Reminder that this is due to unallocated APRA funds for broadband and travel/tourism support. In addition, low collection of TAD grant funding as well as county farmland rent are contributing factors. This is expected to be caught up by year end.
2. Capital Projects and Debt: The sale of County land for Project Dove continues to be the main contributing factor in overall collection for Capital Projects and Debt.
3. Central Services: At 69%, Central Services is under collected in September. This is due to not yet collecting designated funds for the PSC Rural Energy Startup Program.
4. Child Support: As of September 30th, Child Support is lower than expected at 59%. This is relative to the last three years and the department. Reminder that this is primarily due to the state aid revenue streams. Historically, these are fully collected in the fourth quarter.
5. County Clerk: County Clerk is over collected at 80%. This is primarily due an increase in collection of marriage license fees. An additional factor is the collection on municipality reimbursements for election related expenses such as software/machine updates, programming, publications and ballots.
6. District Attorney: The District Attorney's office is under collected in August at 66%. Like August, this is due to not yet expending federal grants for the Resolve Court Backlog (ARPA) Project.
7. Economic Development: Economic Development is under collected at 53%. This is primarily due to not yet expending ARPA funds for affordable housing. Additionally, the under collection of JCEDC GHDP service fees is also driving this percentage. Reminder that this is collected bi-annually with the remaining portion is anticipated by year end.
8. Emergency Management: Receiving additional funds for the Federal Hazard Mitigation Grant continues to drive the over collection in Emergency Management. Like August, when this outlier is excluded, Emergency Management has typical collection at 47%.
9. General Revenue and Expenditures: Sales tax collections are expected to exceed budget by approximately \$200,000 as stronger than anticipated collections continue.
10. Health: At 60% collected, the Health Department is lower than expected. Reminder that this is due to various state aid and federal grants that are billed in arrears and collections are usually at least a month behind.

September 2024 Budget Variance Report Analysis
Morgan Toutant

11. Highway: The Highway Department is under collected at 65%. Typical for this time of year, under collection in state routine maintenance is driving this percentage. Like August, additional contributing factors are not yet expending federal grant funds associated with the CTH D bridge match and zero collection in the LRIP Road Grant.
12. Human Resources: Reminder that Human Resources is under collected because ARPA funds for recruitment and retention have not yet been recognized. Historically, this has been done in December.
13. Human Services: Human Services is lower than expected at 58%. This is due to delayed reimbursement collection for counseling/medical assistance services within the CCS Program, TPA and WPS payments within the CLTS Program, consortium revenue in the Economic Support Income Maintenance Program, as well as state aid for the ADRC Program.
14. Internal Service Fund: The Internal Service Fund is under collected at 69%. Like August, this is due to not yet initiating the sale of vehicles within the fleet program and, therefore, not yet collecting the revenue associated with the sale of these vehicles.
15. Land and Water Conservation: Land and Water is under collected at 58%. This is primarily due to not yet receiving NRCS reimbursement for the PACE program as well as not yet receiving state aid for the Producer-led Watershed Program.
16. Parks: The Parks Department is under collected at 61%. Not yet expending ARPA funds and TAP grant funds for the Interurban Bike Trail continues to drive this percentage in September.
17. Planning and Zoning: Planning and Zoning is under collected at 67%. The Deer Track Park charges that are collected by year end is the primary contributing factor to this percentage.
18. Register of Deeds: At 62% collected, Register of Deeds is lower than expected. Continually, this low collection trend for residential transfer fees as well as the residential recording/filing fees correlates directly to the 2024 housing market conditions.
19. Sheriff: The Sheriff's Department is under collected at 69%. This is primarily due to a budgeted amount in state shared revenue (13101.425001). Reminder that during the 2024 budgeting process, it was thought that this account would need to be used to show Act 12 accounting activity. Historically, most state shared revenue is not received until the end of the year.
20. Treasurer: As of September 30th, Interest & Dividends (132001-481001) is 165% collected due to the high rates kept by the Federal Reserve. This was unexpected during the budget process in 2023. We will continue to monitor this throughout the year.
21. Veterans: As of September, Veterans is under collected at 64%. ARPA funds not yet expended for the veterans' services backlog project continue to drive this percentage.

September 2024 Budget Variance Report Analysis
Morgan Toutant

B. Expense Analysis: Like the Revenue Analysis, below are the departments that are outliers to what is expected at this point in the year.

1. Administration: Administration is 38% spent as of September. Like August, this is being driven by the Live Local Development Fund budget increase within other professional services. Reminder that a portion of revenue generated from the sale of county land for Project Dove initiated this increase. An additional contributing factor is unused APRA funds for the broadband PSC expansion.
2. Capital Projects and Debt: As of September, Capital Projects and Debt is underspent at 65%. Like August, this is due to the courthouse project and expenses associated with construction costs slowing as the project comes to an end.
3. Central Services: Central Services is underspent at 64%. The carryover for the jail door replacement continues to drive this trend. This project is currently underway and is expected to conclude by the end of the year.
4. Child Support: At 69% spent, Child Support is lower than expected. This is due to underspending in wages and benefit expenses associated with an open position.
5. Clerk of Courts: As of September, Clerk of Courts is underspent at 68%. Primarily, this is due to the open Deputy Clerk II position and the expenses associated with it. Other contributing factors are low spending in guardian ad litem legal fees and jury expenses. Legal expenses tend to lag until late in the year.
6. Corporation Counsel: Corporation Counsel is underspent at 65%. Reminder that case load type associated with employee time can sometimes be split with various Human Services programs. Because of this, the expenses of salaries as well as the benefits associated with employee time can fluctuate throughout the year.
7. County Board: County Board is overspent at 83%. Typical early lump sum payments to JCEDC and Rock River Community Clinic continue to drive this percentage.
8. County Clerk: County Clerk is overspent at 124%. Reminder that various countywide insurance expenses are accounted for through other insurance (11703.591519).
9. District Attorney: District Attorney is underspent at 65%. Like August, this is due to the open position for the court backlog project. The salaries and benefits associated with this position are 0% spent as of September 30th. Another contributing factor is low spending in paper service of subpoenas.

September 2024 Budget Variance Report Analysis
Morgan Toutant

10. Economic Development: Economic Development is underspent at 61%. This is due to the recently filled Financial Partnership Manager position associated with affordable housing funds. Another contributing factor is historically typical, low spending in other professional services.
11. Finance: The Finance Department is underspent at 66%. Low spending in County employee dental claims continues to drive this percentage. Claims typically lag approximately 1-2 months, so this is expected to true up at year end.
12. Health: As of September, the Health Department is underspent at 68%. Like August, this is due to ARPA funds not yet spent in small items of equipment and chemical lab/medical supplies.
13. Highway: Highway is underspent at 67%. This is primarily due to a recently filled vacant position and the benefit expenses associated with it.
14. Human Resources: Human Resources is underspent at 64%. This percentage continues to be driven by the open Risk Manager/Safety Officer position.
15. Human Services: At 66%, Human Services is underspent in September. Like August, this is due the TPA payments for the CLTS Program. Reminder that these payments are made twice a year, once in June and once in December to contracted providers. In addition, decreased monthly institution expenses for the Behavioral and Mental Health Program and zero spending for the Youth Crisis Stability Facility are driving forces for this percentage.
16. Internal Service Fund: As of September, the Internal Service Fund is underspent at 70%. This is due to budgeted fleet vehicles not yet purchased in 2024. The national shortage of these vehicles is a direct correlation to this trend.
17. Land and Water: Land & Water is underspent at 42% in August. Minimal spending in the Farmland Preservation Easement (PACE) Program, DATCP Cost Share, the Multi-Discharge Variance Grant, as well as the ARPA groundwater study continue to drive this lower-than-expected spending.
18. Land Information: Land Information is lower than expected at 59%. This is primarily due to a previously open position. Underspending for the Next Generation 911 capital project as well as the Register of Deeds back indexing project are also contributing factors.
19. Medical Examiner: Despite being relative to the last three years, Medical Examiner is underspent at 64%. Reminder that autopsy and transportation billings are typically two to three months in arrears.
20. Parks: The Parks Department is underspent at 38%. Like August, this is primarily due to zero spending for various capital projects like the Interurban Phase III Bridge Construction, park shelter/building improvements, and ground improvements to the snowmobile trail. The bridge project for the Interurban Trail Phase III is currently underway and is expected to conclude by year end.

September 2024 Budget Variance Report Analysis
Morgan Toutant

21. Sheriff: The Sheriff's Department is underspent at 65%. Open positions and the benefits associated with them continue to drive this low percentage.
22. Treasurer: As of September, Treasurer is overspent at 80%. Line item in salaries and wages that will be addressed during the 2025 budget process continue to drive this percentage. Expenses related to tax foreclosed properties are driving overages. Additionally, this is due to typical spending in investment advisor fees.
23. UW- Extension: UW-Extension is underspent at 49%. Reminder that this is primarily due to a previously open position. Lower spending within purchase care and services is typical for this time of year and plays a role for September.
24. Veterans: Veterans is underspent at 65%. The open position related to the veterans' services backlog project continues to drive this low spending.

11/03/2024
10:18:25

Jefferson County
FLEXIBLE PERIOD REPORT

PAGE 1
glflxrpt

FROM 2024 01 TO 2024 09

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
100 General Fund							
12201 Finance							
12201 411100 General Property Taxes	-633,817	0	-633,817	-475,362.54		-158,454.17	75.0%
12201 412100 Sales Taxes From County	-160	0	-160	-134.14		-25.86	83.8%
12201 424001 22218 Federal Grants	-50,000	0	-50,000	.00		-50,000.00	.0%
12201 451004 Garnishment Fees	0	0	0	-105.00		105.00	.0%
12201 451005 Child Support Fees	-700	0	-700	-464.83		-235.17	66.4%
12201 451312 Emp Payroll Charges	-60	0	-60	.00		-60.00	.0%
12201 699999 Budgetary Fund Balance	0	-15,000	-15,000	.00		-15,000.00	.0%
12202 Dental Insurance Allocation							
12202 451026 Retiree Ins Premium Recovery	-20,000	0	-20,000	-9,503.99		-10,496.01	47.5%
12202 451032 Cobra Premium Recovery	-3,000	0	-3,000	-187.68		-2,812.32	6.3%
12202 451043 County Board Premiums	-1,000	0	-1,000	-860.00		-140.00	86.0%
12202 451045 Employee Premiums	-470,000	0	-470,000	-348,479.73		-121,520.27	74.1%
TOTAL General Fund	-1,178,737	-15,000	-1,193,737	-835,097.91		-358,638.80	%
TOTAL REVENUES	-1,178,737	-15,000	-1,193,737	-835,097.91		-358,638.80	

11/03/2024
10:18:58

Jefferson County
FLEXIBLE PERIOD REPORT

PAGE 1
glflxrpt

FROM 2024 01 TO 2024 09

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
100 General Fund							
12201 Finance							
12201 511110 Salary-Permanent Regular	237,284	0	237,284	180,995.46		56,288.41	76.3%
12201 511210 Wages-Regular	185,230	0	185,230	143,133.62		42,096.03	77.3%
12201 511220 Wages-Overtime	2,126	0	2,126	.00		2,126.28	.0%
12201 511330 Wages-Longevity Pay	660	0	660	.00		660.00	.0%
12201 512141 Social Security	31,182	0	31,182	23,389.79		7,792.09	75.0%
12201 512142 Retirement (Employer)	29,722	0	29,722	22,364.82		7,356.90	75.2%
12201 512144 Health Insurance	65,832	0	65,832	50,047.60		15,784.08	76.0%
12201 512145 Life Insurance	160	0	160	141.57		18.87	88.2%
12201 512151 HSA Contribution	2,907	0	2,907	.00		2,907.22	.0%
12201 512153 HRA Contribution	0	0	0	1,385.90		-1,385.90	.0%
12201 512173 Dental Insurance	4,344	0	4,344	3,464.88		879.12	79.8%
12201 521213 Accounting & Auditing	26,456	0	26,456	22,562.30		3,893.70	85.3%
12201 521219 Other Professional Serv	3,750	15,000	18,750	8,710.00		10,040.00	46.5%
12201 521296 Computer Support	3,800	0	3,800	3,239.66		560.34	85.3%
12201 531303 Computer Equipmt & Software	1,500	0	1,500	1,927.92		-427.92	128.5%
12201 531303 22218 Computer Equipmt & Soft	50,000	0	50,000	21,607.23		28,392.77	43.2%
12201 531311 Postage & Box Rent	2,600	0	2,600	2,359.20		240.80	90.7%
12201 531312 Office Supplies	2,600	0	2,600	3,766.45		-1,166.45	144.9%
12201 531313 Printing & Duplicating	1,400	0	1,400	110.20		1,289.80	7.9%
12201 531324 Membership Dues	1,150	0	1,150	787.16		362.84	68.4%
12201 532325 Registration	3,425	0	3,425	1,615.00		1,810.00	47.2%
12201 532332 Mileage	100	0	100	38.57		61.43	38.6%
12201 532334 Commercial Travel	1,200	0	1,200	863.92		336.08	72.0%
12201 532335 Meals	300	0	300	235.24		64.76	78.4%
12201 532336 Lodging	2,200	0	2,200	2,356.51		-156.51	107.1%
12201 532339 Other Travel & Tolls	200	0	200	306.92		-106.92	153.5%
12201 535242 Maintain Machinery & Equip	1,000	0	1,000	892.73		107.27	89.3%
12201 571004 IP Telephony Allocation	602	0	602	451.53		150.47	75.0%
12201 571005 Duplicating Allocation	14	0	14	10.53		3.47	75.2%
12201 571009 MIS PC Group Allocation	13,799	0	13,799	10,349.28		3,449.72	75.0%
12201 571010 MIS Systems Grp Alloc(ISIS)	4,625	0	4,625	3,468.78		1,156.22	75.0%
12201 591519 Other Insurance	4,569	0	4,569	3,006.09		1,562.88	65.8%
12202 Dental Insurance Allocation							
12202 599982 Retiree Dental Claims	12,000	0	12,000	3,607.60		8,392.40	30.1%
12202 599984 Cobra Dental Claims	6,000	0	6,000	.00		6,000.00	.0%

11/03/2024
10:18:59

Jefferson County
FLEXIBLE PERIOD REPORT

PAGE 2
glflxrpt

FROM 2024 01 TO 2024 09

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
100 General Fund							
12202 599986 Administrative Fees Dental	24,000	0	24,000	18,168.90		5,831.10	75.7%
12202 599989 Employee Dental Claims	450,300	0	450,300	250,326.61		199,973.39	55.6%
12202 599992 Administrative Dental Retiree	1,700	0	1,700	898.86		801.14	52.9%
TOTAL General Fund	1,178,737	15,000	1,193,737	786,590.83		407,145.88	%
TOTAL EXPENSES	1,178,737	15,000	1,193,737	786,590.83		407,145.88	

11/03/2024
10:19:23

Jefferson County
FLEXIBLE PERIOD REPORT

PAGE 1
glflxrpt

FROM 2024 01 TO 2024 09

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
100 General Fund							
13201 County Treasurer							
13201 411100 General Property Taxes	1,527,071	0	1,527,071	1,145,303.01		381,767.61	75.0%
13201 411300 DNR Pilot	-60,000	0	-60,000	-61,221.75		1,221.75	102.0%
13201 411500 Managed Forest	-4,000	0	-4,000	-3,513.02		-486.98	87.8%
13201 418100 Interest on Taxes	-235,000	0	-235,000	-263,027.69		28,027.69	111.9%
13201 441030 Ag Use Conversion Penalty	-15,000	0	-15,000	-15,768.43		768.43	105.1%
13201 451007 Treasurers Fees	-400	0	-400	-352.50		-47.50	88.1%
13201 481001 Interest & Dividends	-1,500,000	0	-1,500,000	-2,479,780.72		979,780.72	165.3%
13201 481004 Fair Market Value Adjustment	0	0	0	-448,348.73		448,348.73	.0%
13201 486004 Miscellaneous Revenue	0	0	0	-48.80		48.80	.0%
13202 Tax Deed Expense							
13202 451030 Foreclosure Reimbursement	0	0	0	-22,018.94		22,018.94	.0%
13202 482002 Rent Of County Property	-3,000	0	-3,000	.00		-3,000.00	.0%
13202 483005 Gain/Loss-Sale Forclosed Prpt	-34,000	0	-34,000	.00		-34,000.00	.0%
TOTAL General Fund	-324,329	0	-324,329	-2,148,777.57		1,824,448.19	%
TOTAL REVENUES	-324,329	0	-324,329	-2,148,777.57		1,824,448.19	

11/03/2024
10:19:50

Jefferson County
FLEXIBLE PERIOD REPORT

PAGE 1
glflxrpt

FROM 2024 01 TO 2024 09

ACCOUNTS FOR:
100 General Fund

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
13201 County Treasurer							
13201 511110 Salary-Permanent Regular	84,344	0	84,344	63,489.95		20,854.05	75.3%
13201 511210 Wages-Regular	64,861	0	64,861	55,565.24		9,296.01	85.7%
13201 511220 Wages-Overtime	67	0	67	.00		67.46	.0%
13201 511330 Wages-Longevity Pay	201	0	201	.00		201.00	.0%
13201 512141 Social Security	10,630	0	10,630	8,116.29		2,513.93	76.4%
13201 512142 Retirement (Employer)	10,400	0	10,400	8,022.76		2,376.87	77.1%
13201 512144 Health Insurance	37,376	0	37,376	26,384.03		10,991.62	70.6%
13201 512145 Life Insurance	9	0	9	17.01		-7.65	181.7%
13201 512151 HSA Contribution	1,551	0	1,551	.00		1,550.52	.0%
13201 512153 HRA Contribution	0	0	0	715.30		-715.30	.0%
13201 512173 Dental Insurance	2,318	0	2,318	2,118.13		200.27	91.4%
13201 521232 Investment Advisor Fees	40,000	0	40,000	34,078.21		5,921.79	85.2%
13201 531303 Computer Equipmt & Software	2,000	0	2,000	107.60		1,892.40	5.4%
13201 531311 Postage & Box Rent	7,000	0	7,000	5,895.57		1,104.43	84.2%
13201 531312 Office Supplies	2,901	0	2,901	1,430.05		1,470.80	49.3%
13201 531313 Printing & Duplicating	100	0	100	.00		100.00	.0%
13201 531314 Small Items Of Equipment	300	0	300	.00		300.00	.0%
13201 531321 Publication Of Legal Notice	3,000	0	3,000	.00		3,000.00	.0%
13201 531324 Membership Dues	100	0	100	100.00		.00	100.0%
13201 531326 Advertising	500	0	500	.00		500.00	.0%
13201 532325 Registration	1,000	0	1,000	430.00		570.00	43.0%
13201 532332 Mileage	250	0	250	380.81		-130.81	152.3%
13201 532335 Meals	40	0	40	38.99		1.01	97.5%
13201 532336 Lodging	1,950	0	1,950	422.00		1,528.00	21.6%
13201 533225 Telephone & Fax	100	0	100	.00		100.00	.0%
13201 535242 Maintain Machinery & Equip	500	0	500	222.47		277.53	44.5%
13201 571004 IP Telephony Allocation	482	0	482	361.53		120.47	75.0%
13201 571005 Duplicating Allocation	23	0	23	17.28		5.72	75.1%
13201 571009 MIS PC Group Allocation	10,353	0	10,353	7,764.75		2,588.25	75.0%
13201 571010 MIS Systems Grp Alloc(ISIS)	1,942	0	1,942	1,456.47		485.53	75.0%
13201 591519 Other Insurance	1,531	0	1,531	1,056.51		474.53	69.0%
13201 593256 Bank Charges	1,500	0	1,500	872.50		627.50	58.2%
13202 Tax Deed Expense							
13202 521212 Legal	0	0	0	10.00		-10.00	.0%
13202 521212 13202 Legal	0	0	0	46.25		-46.25	.0%

11/03/2024
10:19:51

Jefferson County
FLEXIBLE PERIOD REPORT

FROM 2024 01 TO 2024 09

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
100 General Fund							
13202 521219 Other Professional Serv	0	0	0	140.00		-140.00	.0%
13202 521219 13202 Other Professional Serv	0	0	0	15,200.00		-15,200.00	.0%
13202 521255 Paper Service	1,000	0	1,000	975.00		25.00	97.5%
13202 521273 Title Search	7,000	0	7,000	1,235.00		5,765.00	17.6%
13202 529299 Purchase Care & Services	4,000	0	4,000	.00		4,000.00	.0%
13202 531311 Postage & Box Rent	600	0	600	616.69		-16.69	102.8%
13202 531313 Printing & Duplicating	400	0	400	.00		400.00	.0%
13202 531321 Publication Of Legal Notice	16,000	0	16,000	7,508.93		8,491.07	46.9%
13202 531321 13202 Publication Of Legal No	0	0	0	5,026.91		-5,026.91	.0%
13202 531326 Advertising	3,000	0	3,000	.00		3,000.00	.0%
13202 533222 13202 Electric	0	0	0	9,507.47		-9,507.47	.0%
13202 593742 Uncollected Taxes	5,000	0	5,000	162.17		4,837.83	3.2%
TOTAL General Fund	324,329	0	324,329	259,491.87		64,837.51	%
TOTAL EXPENSES	324,329	0	324,329	259,491.87		64,837.51	

11/03/2024
10:16:50

Jefferson County
FLEXIBLE PERIOD REPORT

PAGE 1
glflxrpt

FROM 2024 01 TO 2024 09

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
100 General Fund							
11301 Child Support							
11301 411100 General Property Taxes	-124,210	0	-124,210	-93,157.83		-31,052.55	75.0%
11301 421001 State Aid	-190,190	0	-190,190	-190,190.09		.09	100.0%
11301 421010 M S L Incentives	-4,200	0	-4,200	-2,587.81		-1,612.19	61.6%
11301 421012 State Aid Cs + All Others	-1,043,412	0	-1,043,412	-479,107.81		-564,304.19	45.9%
11301 421013 Other Dept Wage Retention	0	0	0	-.01		.01	.0%
11301 421014 State Aid wages Allocation	121,406	0	121,406	58,384.57		63,021.43	48.1%
11301 421050 CS Performance Based Inc	-54,317	0	-54,317	-55,785.13		1,468.46	102.7%
11301 421096 State Aid Medical Support	-7,750	0	-7,750	-5,227.00		-2,523.00	67.4%
11301 442004 Extradition Reimbursement	-1,000	0	-1,000	-509.94		-490.06	51.0%
11301 451011 CS Prog Fee Reduce 66%	9,240	0	9,240	5,529.85		3,710.15	59.8%
11301 451013 NIVD Activities Reduction	-2,700	0	-2,700	-1,091.38		-1,608.62	40.4%
11301 451014 CS Program Fees	-13,000	0	-13,000	-10,536.21		-2,463.79	81.0%
11301 455003 Non-IVD Service Fees	-735	0	-735	-420.00		-315.00	57.1%
TOTAL General Fund	-1,310,868	0	-1,310,868	-774,698.79		-536,169.26	%
TOTAL REVENUES	-1,310,868	0	-1,310,868	-774,698.79		-536,169.26	

11/03/2024
10:17:51

Jefferson County
FLEXIBLE PERIOD REPORT

PAGE 1
glflxrpt

FROM 2024 01 TO 2024 09

ACCOUNTS FOR:	ORIGINAL	TRANFRS/ ADJSTMTS	REVISED	ACTUALS	ENCUMBRANCES	AVAILABLE	PCT
100 General Fund	APPROP		BUDGET			BUDGET	USED
11301 Child Support							
11301 511110 Salary-Permanent Regular	309,764	0	309,764	247,221.62		62,542.78	79.8%
11301 511210 Wages-Regular	554,338	0	554,338	379,311.00		175,026.97	68.4%
11301 511220 Wages-Overtime	3,203	0	3,203	1,102.70		2,100.37	34.4%
11301 511330 Wages-Longevity Pay	1,343	0	1,343	.00		1,342.50	.0%
11301 512141 Social Security	63,742	0	63,742	45,311.15		18,430.88	71.1%
11301 512142 Retirement (Employer)	61,106	0	61,106	42,796.06		18,309.92	70.0%
11301 512144 Health Insurance	159,907	0	159,907	96,390.02		63,517.22	60.3%
11301 512145 Life Insurance	257	0	257	257.69		-.82	100.3%
11301 512151 HSA Contribution	7,074	0	7,074	.00		7,074.23	.0%
11301 512153 HRA Contribution	0	0	0	3,697.57		-3,697.57	.0%
11301 512173 Dental Insurance	10,159	0	10,159	6,904.78		3,254.42	68.0%
11301 521255 Paper Service	9,000	0	9,000	4,696.84		4,303.16	52.2%
11301 521256 Genetic Tests	6,000	0	6,000	3,613.25		2,386.75	60.2%
11301 521296 Computer Support	2,150	0	2,150	1,582.88		567.12	73.6%
11301 529160 Interpreter Fee	2,400	0	2,400	1,715.00		685.00	71.5%
11301 531003 Notary Public Related	60	0	60	.00		60.00	.0%
11301 531303 Computer Equipmt & Software	12,050	0	12,050	7,158.72		4,891.28	59.4%
11301 531310 Postage Special	300	0	300	147.88		152.12	49.3%
11301 531311 Postage & Box Rent	21,000	0	21,000	13,796.83		7,203.17	65.7%
11301 531312 Office Supplies	2,000	0	2,000	1,575.67		424.33	78.8%
11301 531313 Printing & Duplicating	3,200	0	3,200	594.60		2,605.40	18.6%
11301 531314 Small Items Of Equipment	1,400	0	1,400	123.17		1,276.83	8.8%
11301 531321 Publication Of Legal Notice	900	0	900	899.25		.75	99.9%
11301 531324 Membership Dues	2,076	0	2,076	1,826.16		249.84	88.0%
11301 531326 Advertising	400	0	400	.00		400.00	.0%
11301 531348 Educational Supplies	450	0	450	240.50		209.50	53.4%
11301 532325 Registration	4,070	0	4,070	1,844.40		2,225.60	45.3%
11301 532332 Mileage	750	0	750	417.77		332.23	55.7%
11301 532334 Commercial Travel	1,425	0	1,425	.00		1,425.00	.0%
11301 532335 Meals	1,080	0	1,080	320.44		759.56	29.7%
11301 532336 Lodging	4,002	0	4,002	1,740.00		2,262.00	43.5%
11301 532339 Other Travel & Tolls	210	0	210	.00		210.00	.0%
11301 532340 Contracted Extraditions	8,700	0	8,700	.00		8,700.00	.0%
11301 533225 Telephone & Fax	200	0	200	50.79		149.21	25.4%
11301 535242 Maintain Machinery & Equip	4,000	0	4,000	2,040.83		1,959.17	51.0%
11301 571004 IP Telephony Allocation	3,132	0	3,132	2,349.00		783.00	75.0%
11301 571005 Duplicating Allocation	91	0	91	68.22		22.78	75.0%
11301 571009 MIS PC Group Allocation	29,580	0	29,580	22,185.00		7,395.00	75.0%

11/03/2024
10:17:52

Jefferson County
FLEXIBLE PERIOD REPORT

PAGE 2
glflxrpt

FROM 2024 01 TO 2024 09

ACCOUNTS FOR: 100 General Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
11301 571010 MIS Systems Grp Alloc(ISIS)	10,177	0	10,177	7,632.72		2,544.28	75.0%
11301 591519 Other Insurance	9,172	0	9,172	6,139.62		3,031.94	66.9%
TOTAL General Fund	1,310,868	0	1,310,868	905,752.13		405,115.92	%
TOTAL EXPENSES	1,310,868	0	1,310,868	905,752.13		405,115.92	

**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	
12-Mar-24	Budget carryover requests	0.00	698,250.00	0.00	County Board
12-Mar-24	Flood Mitigation Closeout Costs		(44,600.00)		County Board
10-Apr-24	Bay lights at Annex building	(10,000.00)			Finance Committee
22-Oct-24	County Administrator Executive Search	(30,000.00)			Finance Committee/Board
22-Oct-24	Interurban Trail Bridge Project	(30,000.00)			Finance Committee/Board
Total amount available		429,999.38	653,650.00	300,000.00	
Net		429,999.38	653,650.00	300,000.00	