# VILLAGE OF JACKSON
# VILLAGE BOARD SPECIAL MEETING AGENDA
## Tuesday, June 25, 2024 at 7:00 PM

(Or immediately following the Board of Public Works meeting)
Jackson Municipal Complex
Village Board Room
N168W19851 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call

2. Pledge of Allegiance

3. Village Citizen Comment on an Agenda Item (Please sign-in with the Clerk prior to speaking. Please note this is the Village Board's monthly business meeting, not a public hearing. People wishing to speak on an item on the agenda should present their comments under this agenda item. Each commenter will be limited to a total of 2 minutes.)

4. Approval of Minutes for the Village Board Meeting of June 11, 2024

5. Resolution #24-18 Resolution Authorizing the Issuance and Sale of Up to $5,709,010 Water and Sewer System Revenue Bonds, Series 2024, and Providing for Other Details and Covenants With Respect Thereto

6. Appointment of Interim Clerk Pamela Wolf

7. Ordinance #24-09 Amending Ordinance Section 30-1 of Village of Jackson Pertaining to Offenses Against State Laws Subject to Forfeiture

8. Adjourn

Persons with disabilities requiring special accommodations for attendance at the meeting should contact the Administration Department at the Jackson Municipal Complex at least one (1) business day prior to the meeting.

It is possible that members of the Village Board may attend the above meeting. No action will be taken by any governmental body at this meeting other than the governmental body specifically referred to in this meeting notice. This notice is given so that members of the Village Board may attend the meeting without violating the open meeting law.

# MINUTES
# VILLAGE BOARD MEETING
# Tuesday, June 11, 2024 at 7:30 PM
# Village Board Meeting

1. Call to Order and Roll Call

   The meeting was called to order at 7:30 PM by Pres. Heckendorf.

   Members Present: Pres. Heckendorf, Tr. Emmrich, Tr. Engelhardt, Tr. Olson, Tr. Kruepke, Tr. Matter, and Tr. Wells.
   Members Excused: None
   Members Absent: None
   Staff Present: Administrator Jen Heidtke, Treasurer Darlene Smith, Police Chief Ryan Vossekuil, Fire Chief Aaron Swaney, Inspections & Zoning Director Collin Johnson, Public Works Director Brian Kober, Parks & Recreation Director Kelly Valentino, and Clerk Anastasia Gonstead.

2. Pledge of Allegiance

   The Pledge of Allegiance was recited by those who were in attendance.

3. Ceremonial Swearing In of Logan Speaks, Jackson Police Department

   Clerk Gonstead performed the ceremonial swearing in of Officer Logan Speaks of the Jackson Police Department.

4. Public Hearings

   a. Resolution #24-15 Resolution for Adoption of a Jackson Sanitary Sewer Service Area Amendment

   b. 2023 Jackson Water Utility Consumer Confidence Report

   No citizens were present to speak on any of the enumerated public hearings.

5. Village Citizen Comment on an Agenda Item (Please sign-in with the Clerk prior to speaking. Please note this is the Village Board's monthly business meeting, not a public hearing. People wishing to speak on an item on the agenda should present their comments under this agenda item. Each commenter will be limited to a total of 2 minutes.)

   None.

6. Consent Agenda

a. Approval of Minutes for the Village Board Meeting of May 14, 2024

b. Resolution #24-13 Accepting Funds from the Washington County Roadway Shared Services Grant Program

c. Resolution #24-14 Resolution Adopting the 2023 Compliance Maintenance Annual Report for the Jackson Wastewater Treatment Facility

d. Resolution #24-17 Resolution Approving Additional Election Officials for 2024-2025

e. Appointment of Patrick Pryor, Citizen Member, to Residence Board

f. Oaks of Jackson Development Agreement No. 2 - Harbor Homes

The motion to approve the items enumerated within the consent agenda was made by Tr. Wells and seconded by Tr. Emmrich. Tr. Emmrich noted an error was found within #8 of the draft minutes. A correction to the action taken in the minutes was agreed upon, to a vote of four (4) ayes and three (3) nays.

Vote: 7 ayes, 0 nays. Motion carried.

7. Approval of Licenses for the Licensing Period of July 1, 2024 Through June 30, 2025

a. Liquor Licenses - Class "B" Fermented Malt Beverages & "Class B" Intoxicating Liquors:

1. KHD Ltd. (dba Jimmy's Restaurant & Bar), N168 W21212 Main Street, Registered Agent: Angela Koutsios
2. Jackson Pub LLC. (dba Jackson Pub), N168 W20594 Main Street, Registered Agent: Jon Zandi
3. Pizza Station, Owner: Barbara Holtz, N168 W22224 S Main Street, Suite D, Registered Agent: Barbara Holtz

b. Liquor Licenses - Class "A" Fermented Malt Beverages & "Class A" Intoxicating Liquors:

1. Fox Bros. Piggly Wiggly, Inc. (dba Piggly Wiggly), W194 N16774 Eagle Drive, Registered Agent: Michael Olwig
2. J&M, LTD (dba Village Mart), W213 N16770 Glen Brooke Drive, Registered Agent: John Kruepke
3. K & A Petroleum, LLC (dba East Side Mart), N168 W19490 Main Street, Registered Agent: Kurt Kruepke
4. K & A Petroleum, LLC (dba Main Street Mart), N168 W22224 Main Street, Registered Agent: Kurt Kruepke
5. Walgreens Co. (dba Walgreens), N168 W21330 Main Street, Registered Agent: Johnathan Porkert

c. Cigarette/Tobacco/Vape Licenses:

1. Walgreens Co. (dba Walgreens), N168 W21330 Main Street, Registered Agent: Johnathan Porkert
2. The Supply Plus (dba TruVibe), W213 N16806 Industrial Drive, Registered Agent: Zachary Rozenboom
3. Fox Bros. Piggly Wiggly, Inc. (dba Piggly Wiggly), W194 N16774 Eagle Drive, Registered Agent: Michael Olwig
4. J&M, LTD (dba Village Mart), W213 N16770 Glen Brooke Drive, Registered Agent: John Kruepke
5. K & A Petroleum, LLC (dba East Side Mart), N168 W19490 Main Street, Registered Agent: Kurt Kruepke
6. K & A Petroleum, LLC (dba Main Street Mart), N168 W22224 Main Street, Registered Agent: Kurt Kruepke

d. Hotel/Motel Licenses:

1. Jackson Main Street Motel, W208 N16831 N. Center Street, Owner: Larry Hamlin
2. AMA Hospitality, Inc. (dba Comfort inn & Suites), W227 N16890 Tillie Lake Court, Owner: AMA Hospitality Inc., Corporate Agent: Alkesh Patel

e. Tattoo/Piercing Establishment Licenses:

1. Desire to Inspire Salon LLC, W194 N16727 Eagle Drive, Suite D, Owner: Sara Dornbrook

f. Tattoo/Piercing Operator Licenses:

1. Sara Dornbrook, Place of Employement: Desire to Inspire Salon LLC, W194 N16727 Eagle Drive, Suite D

The motion to approve the licenses enumerated in items 7a and 7b was made by Pres. Heckendorf and seconded by Tr. Emmrich.

Vote: 6 ayes, 0 nays, 1 abstain by Tr. Kruepke. Motion carried.

The motion to approve the licenses enumerated in items 7c through 7f was made by Pres. Heckendorf and seconded by Tr. Wells.

Vote: 6 ayes, 0 nays, 1 abstain by Tr. Kruepke. Motion carried.

8. Ordinance #24-06 Amending Ordinance Section 30-1 of the Village of Jackson Pertaining to Offenses Against State Laws Subject to Forfeiture

A motion to approve Ordinance #24-06 was made by Tr. Wells and seconded by Tr. Kruepke.

Votes: 7 ayes, 0 nays. Motion carried.

A motion to suspend the rules for a second reading of Ordinance #24-06 was made by Pres. Heckendorf and seconded by Tr. Emmrich. A roll vote was taken:

Pres. Heckendorf: Aye
Tr. Emmrich: Aye
Tr. Engelhardt: Aye
Tr. Kruepke: Aye
Tr. Matter: Aye
Tr. Olson: Aye
Tr. Wells: Aye

Vote: 7 ayes, 0 nays. Motion carried.

A motion to approve the second reading of Ordinance #24-06 was made by Tr. Wells and seconded by Tr. Kruepke.

Vote: 7 ayes, 0 nays. Motion carried.

9. Ordinance #24-07 Repealing Section 20-38 of Chapter 20, Article III of the Municipal Code of the Village of Jackson Pertaining to Residency at the Time of Most Recent Offense

A motion to approve Ordinance #24-07 was made by Tr. Wells and seconded by Tr. Engelhardt.

Discussion: Tr. Engelhardt asked for clarification on why this change was needed. Chief Vossekuil explained the existing language would have possible constitutional challenges.

Votes: 7 ayes, 0 nays. Motion carried.

A motion to suspend the rules for a second reading of Ordinance #24-07 was made by Pres. Heckendorf and seconded by Tr. Emmrich. A roll vote was taken:

Pres. Heckendorf: Aye
Tr. Emmrich: Aye
Tr. Engelhardt: Aye
Tr. Kruepke: Aye
Tr. Matter: Aye
Tr. Olson: Aye
Tr. Wells: Aye

Vote: 7 ayes, 0 nays. Motion carried.

A motion to approve the second reading of Ordinance #24-07 was made by Tr. Wells and seconded by Tr. Emmrich.

Vote: 7 ayes, 0 nays. Motion carried.

10. Budget and Finance Committee

a. Pay Request #3 - Water Wastewater Tertiary Filters & Disinfection Project - JH Hassinger, in the Amount of $31,350.00

The motion to approve Pay Request #3, for the water wastewater tertiary filters and disinfection project, to JH Hassinger, in the amount of $31,350.00, was made by Tr. Engelhardt and seconded by Tr. Matter.

Vote: 7 ayes, 0 nays. Motion carried.

b. Pay Request #5 - STH 60 Street Lighting Project - Wil-Surge, in the Amount of $35,140.40

The motion to approve Pay Request #5, for the State Hwy 60 street lighting project, to Wil-Surge, in the amount of $35,140.40, was made by Tr. Matter and seconded by Tr. Engelhardt.

Vote: 7 ayes, 0 nays. Motion carried.

c. Resolution #24-16 Resolution Authorizing the Issuance and Sale of $5,775,000 General Obligation Promissory Notes, Series 2024A

The motion to approve Resolution #24-16 was made by Tr. Kruepke and seconded by Tr. Wells. A roll vote was taken:

Pres. Heckendorf: Aye
Tr. Emmrich: Nay
Tr. Engelhardt: Nay
Tr. Olson: Aye
Tr. Kruepke: Aye
Tr. Matter: Aye
Tr. Wells: Aye

Vote: 5 ayes, 2 nays. Motion carried.

d. 2024 Schedule to Prepare the 2025 Municipal Budget and Update the Financial Management Plan

Tr. Olson expressed that he liked following the same approach from last year. Pres. Heckendorf explained his goal is to consider a budget that does not exceed a 3-4% increase, and he would like Village Staff to remain financially responsible.

Informational only, no action was needed or taken.

11. Board of Public Works

a. Resolution #24-15 Resolution for Adoption of a Jackson Sanitary Sewer Service Area Amendment

Members of SEWRPC (South Eastern Wisconsin Regional Plan Commission) were present for any questions the Body may have on this matter.

The motion to approve Resolution #24-15 was made by Tr. Engelhardt and seconded by Tr. Olson.

Discussion: Tr. Emmrich had questions about the sewer service area allowing a non-annexed property to connect. Administrator Heidtke explained it does not, a property owner in the sewer service area would need to be annexed in to the Village to tie in in the sewer system.

Vote: 7 ayes, 0 nays. Motion carried.

b. Review of the 2023 Jackson Water Utility Consumer Confidence Report

The motion to approve the 2023 Jackson Water Utility Consumer Confidence Report and allow it to be published was made by Tr. Olson and seconded by Tr. Engelhardt.

Vote: 7 ayes, 0 nays. Motion carried.

12. West Bend School District

Tr. Wells reported that school is currently out for the summer, so there are no updates.

13. Washington County Board Report

Pres. Heckendorf provided a synopsis of County Supervisor Schwab's monthly email. Some items being addressed at that County level are outlining strategic priorities for Wash County, matters with the Samaritan Home, and authorization for a shared County Planner with the Village of Jackson and other municipalities.

14. Greater Jackson Business Alliance

Tr. Matter reported he contacted Pres. Zeinert and she had nothing to share at this time.

15. Mid-Moraine Municipal Association Report

Tr. Olson reported that the Mid-Moraine Municipal Association is out of session for summer, meetings will resume in September.

16. Adjourn

A motion to adjourn the meeting was made by Tr. Kruepke and seconded by Tr. Emmrich.

Vote: 7 ayes, 0 nays. Motion carried. The meeting was adjourned at 7:49 PM.

Respectfully Submitted,
Anastasia Gonstead - Village Clerk

# RESOLUTION NO. 24-18

## RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO $5,709,010 WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2024, AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO

**WHEREAS,** the Village of Jackson, Washington County, Wisconsin (the "Municipality") owns and operates a Water System and a Sewer System which are operated for public purposes as separate public utilities by the Municipality and which are hereby combined for the purposes of this financing (hereinafter, the Municipality's Water System and Sewer System shall be referred to collectively as the "System"); and

**WHEREAS,** pursuant to Resolution No. 23-14 adopted by the Governing Body on June 13, 2023 (the "2023B Resolution"), the Municipality has heretofore issued its Water and Sewer System Revenue Bonds, Series 2023B, dated July 6, 2023 (the "2023B Bonds"), which are payable from the income and revenues of the System; and

**WHEREAS,** certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Clean Water Fund Program Project No. 4266-04 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. S-2023-0758 and dated November 6, 2023 by the DNR; and

**WHEREAS,** under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

**WHEREAS,** the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell water and sewer system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

**WHEREAS,** the 2023B Resolution permits the issuance of additional bonds on a parity with the 2023B Bonds upon certain conditions, and those conditions have been met; and

**WHEREAS,** other than the 2023B Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

**NOW, THEREFORE**, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

(a) "Act" means Section 66.0621, Wisconsin Statutes;

(b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;

(c) "Bonds" means the $5,709,010 Water and Sewer System Revenue Bonds, Series 2024, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;

(d) "Bond Year" means the twelve-month period ending on each May 1;

(e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;

(f) "Debt Service Fund" means the Water and Sewer System Revenue Bond and Interest Special Redemption Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

(g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(h) "Fiscal Year" means the twelve-month period ending on each December 31;

(i) "Governing Body" means the Village Board, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from water and sewer charges imposed by the Municipality, all payments to the Municipality under any service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees, any tax incremental district revenues or

other revenues of the Municipality pursuant to Section 9 appropriated by the Governing Body to the System, and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the Village of Jackson, Washington County, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(p) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(q) "System" means the entire Water System and Sewer System of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the extraction, collection, storage, treatment, transmission, distribution, metering and discharge of industrial and potable public water, and the collection, transmission, treatment, storage, metering and disposal of domestic, industrial and public sewage, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such Water System and Sewer System and including all appurtenances, contracts, leases, franchises, and other intangibles;

(r) "2023B Bonds" means the Municipality's Water and Sewer System Revenue Bonds, Series 2023B, dated July 6, 2023; and

(s) "2023B Resolution" means Resolution No. 23-14 adopted by the Governing Body on June 13, 2023 authorizing the issuance of the 2023B Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of $5,709,010; and fully registered revenue bonds of the

Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Clean Water Fund Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the President and Village Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Water and Sewer System Revenue Bonds, Series 2024" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.310% per annum; shall be issued in denominations of $0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on November 1, 2024 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the President and Village Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by electronic transfer or by check or draft of the Municipality (as directed by the registered owner) and if by check or draft, mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter continued, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the 2023B Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the 2023B Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the 2023B Bonds, the Bonds and Parity Bonds, certain funds of the System which were created and established by the 2023B Resolution are hereby continued and shall be used solely for the following respective purposes:

(a) Water and Sewer System Revenue Fund (the "Revenue Fund"), into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Water System Operation and Maintenance Fund, the Sewer System Operation and Maintenance Fund, the Debt Service Fund, the Water System Depreciation Fund, the Sewer System Depreciation Fund, and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.

(b) Water System Operation and Maintenance Fund and the Sewer System Operation and Maintenance Fund (collectively, the "Operation and Maintenance Funds"), which funds shall be used for the payment of Current Expenses of the Water System and Sewer System, respectively.

(c) Water and Sewer System Revenue Bond and Interest Special Redemption Fund (the "Debt Service Fund"), which shall be used for the payment of the principal of, premium, if any, and interest on the 2023B Bonds, the Bonds and Parity Bonds as the same becomes due. The Reserve Account created by the 2023B Resolution within the Debt Service Fund is not pledged to the payment of principal of or interest on the Bonds, and any moneys on deposit therein shall under no circumstances be used to pay principal of or interest on the Bonds. The Reserve Account is pledged only to the 2023B Bonds and any future Parity Bonds secured by said account.

(d) Water System Depreciation Fund and the Sewer System Depreciation Fund (collectively, the "Depreciation Funds"), which funds shall be used to

provide proper and adequate depreciation accounts for the Water System and Sewer System, respectively.

(e) Water and Sewer System Surplus Fund (the "Surplus Fund"), which shall first be used when necessary to meet requirements of the Operation and Maintenance Funds including the one month reserve, the Special Redemption Fund including the Reserve Account, and the Depreciation Funds. Any money then remaining in the Surplus Fund at the end of any Fiscal Year may be used only as permitted and in the order specified in Section 66.0811(2), Wisconsin Statutes. Money thereafter remaining in the Surplus Fund may be transferred to any of the funds or accounts created by this section.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

(a) to the Operation and Maintenance Funds, respectively, from the Revenues of the Water System and Sewer System, amounts equal to the estimated Current Expenses for the Water System and Sewer System, respectively, for such month and for the following month (after giving effect to available amounts in said Funds from prior deposits);

(b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the 2023B Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the 2023B Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source);

(c) to the Reserve Account, any amount required by the 2023B Resolution or a future resolution authorizing the issuance of Parity Bonds to fund the Reserve Account;

(d) to the Depreciation Funds, from the Revenues of the Water System and Sewer System, respectively, amounts determined by the Governing Body to be sufficient to provide a proper and adequate depreciation account for the Water System and Sewer System, respectively; and

(e) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Funds, the Debt Service Fund, the Reserve Account, the Depreciation Funds and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer

shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (e) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the 2023B Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and the amounts deposited in the Reserve Account shall be sufficient to fund the Reserve Account for the 2023B Bonds and any Parity Bonds secured thereby.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the 2023B Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Sewer System CWFP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing water and sewer services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the 2023B Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an

obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the 2023B Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Clean Water Fund Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as a registered municipal advisor, an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may calculate would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Clean Water Fund Program for the purchase price of up to $5,709,010 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Sewer System CWFP Project Fund." The Sewer System CWFP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Sewer System CWFP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal

or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds.

The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Clean Water Fund Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Clean Water Fund Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions (other than the 2023B Resolution), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the 2023B Resolution, the 2023B Resolution shall control as long as any 2023B Bonds are outstanding.

Passed: June 25, 2024

Approved: June 25, 2024

_____
Brian J. Heckendorf
President

Attest:

_____
Anastasia Gonstead
Village Clerk

EXHIBIT A

(Form of Municipal Obligation)

| REGISTERED NO. _____ | UNITED STATES OF AMERICA<br>STATE OF WISCONSIN<br>WASHINGTON COUNTY<br>VILLAGE OF JACKSON | REGISTERED $_____ |
|---|---|---|

WATER AND SEWER SYSTEM REVENUE BOND, SERIES 2024

| Final Maturity Date | Date of Original Issue |
|---|---|
| May 1, 2044 | _____, 20__ |

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

FOR VALUE RECEIVED the Village of Jackson, Washington County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed _____ DOLLARS ($_____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2026 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.310% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2024.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2026 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Two and 310/1000ths percent (2.310%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

COPY

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date (as directed by the registered owner) and if by check or draft, mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

This Bond shall not be redeemable prior to its maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of $0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Sewer System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted June 25, 2024, and entitled: "Resolution Authorizing the Issuance and Sale of Up to $5,709,010 Water and Sewer System Revenue Bonds, Series 2024, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues of the Water System and Sewer System of the Municipality (collectively, the "Utility"). The Bonds are issued on a parity with the Municipality's Water and Sewer System Revenue Bonds, Series 2023B, dated July 6, 2023, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

COPY

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its President and Village Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

VILLAGE OF JACKSON,
WISCONSIN

(SEAL)

By:_____
Brian J. Heckendorf
President

By:_____
Pamela Wolf
Deputy Village Clerk

COPY

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____

_____

_____

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

_____

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

_____

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated:_____

_____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

_____

COPY

SCHEDULE A

$5,709,010

VILLAGE OF JACKSON, WISCONSIN
WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2024

| Amount of Disbursement | Date of Disbursement | Series of Bonds | Principal Repaid | Principal Balance |
|---|---|---|---|---|
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COPY

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

| Date | Principal Amount |
|---|---|
| May 1, 2026 | $242,746.09 |
| May 1, 2027 | 248,353.53 |
| May 1, 2028 | 254,090.49 |
| May 1, 2029 | 259,959.98 |
| May 1, 2030 | 265,965.06 |
| May 1, 2031 | 272,108.85 |
| May 1, 2032 | 278,394.57 |
| May 1, 2033 | 284,825.48 |
| May 1, 2034 | 291,404.95 |
| May 1, 2035 | 298,136.40 |
| May 1, 2036 | 305,023.35 |
| May 1, 2037 | 312,069.39 |
| May 1, 2038 | 319,278.20 |
| May 1, 2039 | 326,653.52 |
| May 1, 2040 | 334,199.22 |
| May 1, 2041 | 341,919.22 |
| May 1, 2042 | 349,817.56 |
| May 1, 2043 | 357,898.34 |
| May 1, 2044 | 366,165.80 |

COPY

FINANCIAL ASSISTANCE AGREEMENT (FAA) EXCERPTS

Clean Water Fund Program
Project No. 4266-04

Municipality: Village of Jackson

Municipal ID: 66141

Plans and Specifications: S-2023-0758, approved November 6, 2023

Municipal Meeting Date: June 25, 2024

Loan Closing Date: July 10, 2024

Substantial Completion Date: October 5, 2025

Pledge: Water and Sewer System Revenue bond with a par amount of $5,709,010

Priority: Senior-Parity

Interest Rate: 2.310%

Estimated First Disbursement: $323,933.23

Loan Term: 20 Years

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
PO Box 7921
Madison, Wisconsin 53707-7921



STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

---

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

VILLAGE OF JACKSON

---

$5,709,010

# FINANCIAL ASSISTANCE AGREEMENT

---

Dated as of July 10, 2024

---

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Clean Water Fund Program. This agreement is awarded pursuant to ss. 281.58 and 281.59, Wis. Stats. The purpose of this agreement is to award financial assistance from the Clean Water Fund Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Clean Water Fund Program.

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Municipal Identification No. 66141
Clean Water Fund Program Project No. 4266-04

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WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the “FAA”), dated July 10, 2024, between the STATE OF WISCONSIN Clean Water Fund Program (the “CWFP”), by the Department of Natural Resources (the “DNR”) and the Department of Administration (the “DOA”), acting under authority of ss. 281.58 and 281.59, Wis. Stats., as amended (the "Statute"), and the Village of Jackson, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Water Quality Act of 1987 (the "Water Quality Act"), requires each state to establish a water pollution control revolving fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by Title VI of the Water Quality Act; and

WHEREAS, the State of Wisconsin, pursuant to the Statute, established the CWFP to be used in part for purposes of the Water Quality Act; and

WHEREAS, the State of Wisconsin, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the CWFP; and

WHEREAS, DNR and DOA have the joint responsibility to provide CWFP financial assistance to municipalities for the construction of eligible wastewater pollution abatement projects, all as set forth in the Statute; and

WHEREAS, the Municipality submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application and determined the Application meets the criteria for Project eligibility based on water quality and public health requirements established in applicable state statutes and regulations; and

WHEREAS, DNR determined that the Municipality and the Project are eligible for financial assistance pursuant to s. 281.58(7)(b), Wis. Stats.; and

WHEREAS, DOA determined the CWFP will provide financial assistance to the Municipality by making a loan (the “Loan”) under s. 281.59(9), Wis. Stats., for the purposes of that subsection; and

WHEREAS, the Municipality pledged the security, if any, required by DOA, and the Municipality demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the CWFP that it has created a dedicated source of revenue, which may constitute taxes levied by the Municipality for repayment of the Loan; and

WHEREAS, the Municipality obtained DNR approval of facility plans or engineering reports, and plans and specifications for the Project, subject to the provisions of applicable State environmental standards set forth in law, rules, and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the CWFP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the Federal Water Pollution Control Act, 33 U.S. Code §§1250 et seq., as amended.

“American Iron and Steel” means the requirements contained in section 608 of the Act.

"Application" means the written application of the Municipality dated September 28, 2023, for financial assistance under the Statute.

"Bonds" means bonds or notes issued by the State pursuant to the Program Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

“Build America, Buy America” means Title IX of the Infrastructure Investment and Jobs Act, Publ. L. No. 117-58, §§ 70901-52.

"Business Day" means any day on which State offices are open to conduct business.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to the Statute, and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by Title VI of the Water Quality Act.

“FAA” means this Financial Assistance Agreement.

"Fees and Charges" means the costs and expenses of DNR and DOA in administering the CWFP.

"Final Completion" means the Project construction is complete, DNR or agents thereof have certified that the Project was constructed according to DNR approved Plans and Specifications and that the facilities are operating according to design, and DNR has completed all necessary Project closeout procedures.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the CWFP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

"Loan" means the loan or loans made by the CWFP to the Municipality pursuant to this FAA.

"Loan Disbursement Table" means the table with columns for inserting the following information:

(a) amount of each disbursement,
(b) date of each disbursement,
(c) the series of Bonds from which each disbursement is made,
(d) principal amounts repaid, and
(e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

(a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;

(b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the CWFP;

(c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);

(d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein;

(e) interest on the Municipal Obligations is not included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings, and judicial decisions;

(f) the Municipal Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code and the arbitrage regulations; and

(g) the Municipal Obligations are not "private activity bonds" as defined in Section 141(a) of the Code.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the CWFP, a specimen copy of which is included in the Municipal Obligations transcript.

"Municipality" means the Village of Jackson, a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

“Parallel Cost Percentage” means the proportion of Project Costs eligible for below-market-rate financing relative to the total Project Costs eligible for CWFP financing.

“Parity Obligations” means the Municipality's $5,250,000 Water and Sewer System Revenue Bonds, Series 2023B, dated July 6, 2023; and any other obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

“Plans and Specifications” means the Project design plans and specifications assigned No. S-2023-0758, approved by DNR on November 6, 2023, as the same may be amended or modified from time to time in accordance with this FAA.

"Program Resolution" means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission, as such may from time to time be further amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions of the Program Resolution.

“Progress Payments” means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered,

specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

“Project” means the project assigned CWFP Project No. 4266-04 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the CWFP under the Statute, which are allowable costs under the Regulations, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means the Act; chs. NR 108, NR 110, NR 150, NR 151, NR 162, and NR 216, Wis. Adm. Code, the regulations of DNR; and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Act, as such may be adopted or amended from time to time.

“SDWLP” means the State of Wisconsin Safe Drinking Water Loan Program, established pursuant to ss. 281.59 and 281.61, Wis. Stats.

"Servicing Fee" means any servicing fee that may be imposed by DNR and DOA pursuant to s. 281.58(9)(d), Wis. Stats., which shall cover the estimated costs of reviewing and acting upon the Application and servicing this FAA, and which the Municipality is obligated to pay as set forth in Section 3.04 hereof.

"Sewer Use Ordinance" means the ordinance (or other legislative enactments) meeting the requirements of the Regulations and enacted and enforced in each jurisdiction served by the Project.

“Sewerage System” means the entire sewer system of the Municipality, specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment, and disposal of domestic and industrial sewerage and waste.

**“**State" means the State of Wisconsin.

“Statute” means ss. 281.58 and 281.59, Wis. Stats., as amended.

"Substantial Completion" means the date on which construction of the Project is sufficiently complete in accordance with the contract documents so that the owner can occupy and utilize the Project for its intended use.

“Supplemental Resolution” shall have the meaning set forth in the Program Resolution.

"Trustee" means the trustee appointed by the State pursuant to the Program Resolution and any successor trustee.

"User Charge System" means a system of charges meeting the requirements of s. NR 162.07, Wis. Adm. Code and also includes charges from the Water System.

"User Fees" means fees charged or to be charged to users of the Project, and the Sewerage System of which the Project is a part and the Water System pursuant to the Municipality’s User Charge System or otherwise.

"Water Quality Act" means the federal Water Quality Act of 1987, as amended.

"WPDES Permit" means a Wisconsin Pollutant Discharge Elimination System permit issued under ch. 283, Wis. Stats.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

(a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.

(b) All references herein to particular articles or sections are references to articles or sections of this FAA.

(c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.

(d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.

(e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

## ARTICLE II
## REPRESENTATIONS

Section 2.01. Representations of the CWFP The CWFP represents and warrants as follows:

(a) The State is authorized to issue the Bonds in accordance with the Statute and the Program Resolution and to use the proceeds thereof to provide funds for the making of the Loan to the Municipality to undertake and complete the Project.

(b) The CWFP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.

(c) The CWFP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).

(d) Pursuant to the Statute, the CWFP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the CWFP under the terms and conditions of this FAA.

(e) The execution and delivery by the CWFP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the CWFP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the CWFP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.

(f) To the knowledge of the CWFP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the CWFP, or, to the knowledge of the CWFP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a

party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

Section 2.02. Representations of the Municipality The Municipality represents, and warrants as of the date of this FAA, and with respect to paragraphs (n), (s), and (u), covenants throughout the term of this FAA, as follows:

(a) The Municipality possesses the legal municipal form of a village under ch. 61, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:

(1) conduct its business and own its properties,
(2) enter into this FAA,
(3) adopt the Municipal Obligation Resolution,
(4) issue and deliver the Municipal Obligations to the CWFP as provided herein, and
(5) carry out and consummate all transactions contemplated by each of the aforesaid documents.

(b) The Project is a project that is necessary to prevent the applicant from significantly exceeding an effluent limitation contained in its WPDES Permit (compliance maintenance).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of $5,709,010 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered, and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the Municipality, or, to the knowledge of the Municipality, any basis therefor:

(1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;

(3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or

any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly-issued, legally-binding special obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Loan and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals that are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to own the Project, carry on its activities relating thereto, undertake and complete the Project, and carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) The Project is eligible under s. 281.58(7), Wis. Stats., for financing from the CWFP, and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. Portions of the Project that are ineligible for financing from the CWFP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the CWFP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and are being refinanced with the proceeds of the Loan made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Bonds shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is and shall remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) The Municipality does not intend to lease the Project or enter into a long-term contract for operation of the Project except as set forth in Exhibit D.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the Program Resolution.

(q) The Municipality has not taken and shall not take any action, and presently knows of no action that any other person, firm, or corporation has taken or intends to take, that would cause interest on the Municipal Obligations to be includable in the gross income of the owners of the Municipal Obligations for federal income tax purposes. The representations, certifications, and statements of reasonable expectation made by the Municipality as referenced in the Municipal Obligation Counsel

Opinion and No Arbitrage Certificate are hereby incorporated by this reference as though fully set forth herein.

(r) Other than (1) "preliminary expenditures" as used in Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the Municipal Obligations, or (2) an amount not exceeding the lesser of $100,000 or 5% of the principal amount of the Municipal Obligations, all of the proceeds of the Bonds loaned to the Municipality (other than refunding proceeds, if any) shall be used for Project Costs paid by the Municipality subsequent to a date which is 60 days prior to the date on which the Municipality adopted a reimbursement resolution pursuant to Treas. Regs. 26 CFR 1.150-2 stating its intent to reimburse other funds of the Municipality used to finance the Project, or subsequent to the issuance date of the Municipal Obligations.

(s) The Municipality represents that it has satisfied and shall continue to satisfy all the applicable requirements in s. 281.58, Wis. Stats., and ch. NR 162, Wis. Adm. Code.

(t) The Municipality has adopted a rate, charge, or assessment schedule that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance and shall remain in substantial compliance with all applicable conditions, requirements, and terms of any financial assistance previously awarded through the federal construction grants program, the Wisconsin Fund construction grants program, the CWFP, or the SDWLP.

(v) The Municipality has met all terms and conditions contained within and received DNR approval for the Plans and Specifications described in the definitions hereof.

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The expected Substantial Completion date of the Project is October 5, 2025.

(x) The Municipality acknowledges that s. 281.59(11)(b), Wis. Stats., and the Program Resolution provide that, if the Municipality fails to repay the Loan when due, the State shall recover amounts due the CWFP by deducting those amounts from any State payments due the Municipality. State aids information is available on: the Wisconsin Department of Revenue's website at https://www.revenue.wi.gov/Pages/Report/Shared-Revenue-Estimates.aspx, and the Wisconsin Department of Transportation's website at https://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/gta.aspx.

The Municipality acknowledges that s. 70.60, Wis. Stats., and the Program Resolution provide that, if the Municipality fails to repay the Loan when due, the State shall recover amounts due the CWFP by adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Sewerage System or, in the case of a joint utility system, to bill the users of the Sewerage System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

## ARTICLE III
## LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the CWFP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the Loan made to the Municipality, the Municipality hereby agrees to sell to the CWFP Municipal Obligations in the aggregate principal amount of $5,709,010. The CWFP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the CWFP or by the Trustee for the account of the CWFP. Earnings on undisbursed Loan proceeds shall be for the account of the CWFP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.06 hereof.

(c) The Loan shall bear interest at the rate of two and 310/1000ths percent (2.310%) per annum, and interest shall accrue and be payable only on Loan proceeds actually disbursed from the date of disbursement until the date such amounts are repaid. A description of how the interest rate was determined is included in the Project Manager Summary Page (Exhibit F).

(d) The Department of Administration shall maintain a Loan Disbursement Table on its website http://eif.doa.wi.gov/start.asp [eif.doa.wi.gov]. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the CWFP and the Municipality agree that such entries shall be mutually binding.

(e) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Loan.

(f) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the CWFP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Loan Amortization Principal and interest payments on the Loan (and on the Municipal Obligations evidencing the Loan) shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Loan is disbursed to the Municipality on July 10, 2024. It is understood that the actual amounts of the Municipality's Loan payments shall be based on the actual dates and amounts of Loan disbursements for the Project. Notwithstanding the foregoing or anything in the Municipal Obligations, the Loan shall be for no longer than twenty (20) years from the date of this FAA and shall mature and be fully amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Loan shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.03. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Sewerage System and Water System, and the Municipality shall agree that, if revenues from the Sewerage System and Water System are insufficient to meet annual debt service requirements, the Municipality shall purchase sewerage services or Water System services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations, and any other debt obligations payable from the revenues of the Sewerage System and Water System then outstanding, times the greater of (i) 110 percent or (ii) the highest debt service coverage ratio required with respect to any Parity Obligations, or any other debt obligations payable from the revenues of the Sewerage System and Water System then outstanding. As of the date of this FAA, the required debt service coverage ratio is 125

percent; however, this percentage is subject to change as outlined in the prior sentence. The Loan is also secured as provided in Section 3.08 hereof.

Section 3.04. Other Amounts Payable The Municipality hereby expressly agrees to pay to the CWFP:

(a) such Servicing Fee as the CWFP may impose pursuant to s. 281.58(9)(d), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule, and amount; and

(b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

Amounts paid by the Municipality pursuant to this Section 3.04 shall be deposited in the Equity Fund established pursuant to the Program Resolution.

Section 3.05. Sale and Redemption of Municipal Obligations

(a) Municipal Obligations may not be prepaid without the prior written consent of the CWFP. The CWFP has sole discretion to withhold such consent.

(b) The Municipality shall pay all costs and expenses of the CWFP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the CWFP and any investment losses incurred or sustained by the CWFP resulting directly or indirectly from any such prepayment.

(c) Subject to subsection (a), the Municipality may prepay the Loan with any settlements received from any third party relating to the design or construction of the Project.

(d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

Section 3.06. Disbursement of Financial Assistance

(a) Under this FAA, Financial Assistance shall be drawn in the order specified in Section 3.01(d) of this document.

(b) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement of Financial Assistance is requested have been incurred by the Municipality.

(c) The CWFP, through its agents or Trustee, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.

(d) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the Financial Assistance is not yet fully disbursed, and CWFP funds were previously disbursed for costs not eligible for CWFP funding or not eligible under this FAA, the CWFP shall make necessary adjustments to future disbursements.

(2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for CWFP funding or not eligible under this FAA, the Municipality agrees to repay to the CWFP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The CWFP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance available to which the recovery may be applied).

(e) The CWFP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.

(f) Disbursement beyond ninety-five percent (95%) of the Financial Assistance, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, DNR has approved all change orders relating to the Project, and DNR has determined that the Project is in compliance with the Municipality's WPDES Permit;

(2) the Municipality certifies to DNR its acceptance of the Project from its contractors;

(3) the Municipality certifies in writing to DNR its compliance with applicable federal requirements (certification must be as prescribed on Exhibit C); and

(4) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

(g) Treas. Regs. 26 CFR § 1.148-6(d)(1)(iii) applies to project expenditures. It states, in part, "An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service".

Section 3.07. Remedies

(a) If the Municipality:

(1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or

(2) is not complying with or is in violation of any provision set forth in this FAA; or

(3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

(i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.

(ii) Project work may be suspended.

(iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.

(iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the CWFP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

(1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the CWFP under this FAA. DOA may collect all amounts due the CWFP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.

(2) Pursuant to s. NR 162.18(1), Wis. Adm. Code, if the Loan has not been fully disbursed, DNR may: declare the unpaid Loan balance due and immediately payable; increase the interest rate on the unpaid balance of the Loan to the market interest rate in effect on the date this FAA was executed; or immediately terminate this FAA and disburse no additional funds.

(3) The CWFP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the CWFP's benefit of the Project and the Sewerage System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.

(4) In the case of a joint utility system, the CWFP may bill the users of the Sewerage System directly.

(5) The CWFP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.08. Security for the Loan In accordance with the terms of the Municipal Obligation Resolution:

(a) as security for the Loan hereunder, the Municipality hereby pledges the revenue to be derived from the Sewerage System and Water System (which is a dedicated source of revenue); and

(b) other than as already pledged to the outstanding Parity Obligations, the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's User Charge System, Water System or other revenues pledged under Section 3.08(a) above, to any person other than the CWFP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality.

Section 3.09. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date, and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

## ARTICLE IV
## CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance The Municipality agrees to maintain property and liability insurance for the Sewerage System, Water System and Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of the Loan. The Municipality agrees to provide written evidence of insurance coverage to the CWFP upon request at any time during the term of the Loan.

In the event the Sewerage System, Water System or Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Loan or to repair or replace the Sewerage System or Water System.

Section 4.02. Construction of the Project The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application and the Plans and Specifications. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of Plans and Specifications that alter the cost of the Project, use of space, Project scope, or functional layout, as may be previously approved by DNR.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under all construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed the acquisition and construction of the Project and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. The Municipality shall cause to be prepared as-built plans for the Project at or prior to completion thereof.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project in accordance with the Plans and Specifications, the Municipality shall:

(1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;

(2) complete and deliver to DNR the completed Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;

(3) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit C of this FAA;

(4) obtain all required permits and authorizations from appropriate authorities for operation and use of the Project; and

(5) submit to DNR a completed Operation and Maintenance Manual Certification Checklist form to be provided by DNR or obtained from DNR's website.

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Loan amount, the CWFP may allocate additional financial assistance to the Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Statute and Regulations. The allocation of additional financial assistance shall depend upon availability of funds, pursuant to the Statute and the Regulations.

(b) In the event the Loan proceeds are not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Loan proceeds, and shall not be entitled to any reimbursement therefor from the CWFP, or the owners of any Bonds, except from the proceeds of additional financing which may be provided by the CWFP pursuant to an amendment of this FAA or through a separate financial assistance agreement.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the CWFP, DOA, DNR, nor the Trustee makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the proceeds of the Loan shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, the Plans and Specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

## ARTICLE V
## COVENANTS

Section 5.01. Application of Loan Proceeds The Municipality shall apply the proceeds of the Loan solely to Project Costs.

Section 5.02. Operation and Maintenance; Equipment Replacement Fund

(a) After completion of the Project, the Municipality shall:

(1) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;

(2) maintain, preserve, and keep the Project or cause the Project to be maintained, preserved, and kept in good repair, working order, and condition; and

(3) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the requirements of the WPDES Permit.

(b) So long as the Loan is outstanding, the Municipality shall not, without the approval of DNR, discontinue operation of, sell, or otherwise dispose of the Sewerage System or Water System or Project, except for portions of the Sewerage System or Water System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

(c) The Municipality shall establish an equipment replacement fund according to s. NR 162.07, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. All User Fees or other revenues specifically collected for the equipment replacement fund shall be deposited into the equipment replacement fund and used for

replacement and major repair of equipment necessary for the operation of the Sewerage System, or for unexpected, unbudgeted costs incurred for continuing effective operations of the Sewerage System. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement itemized schedule developed by the Municipality or the percentage schedule option. The Project Manager Summary Page (Exhibit F) shall specify the required annual deposit or required minimum balance/percentage.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Sewerage System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, and with this FAA, including, without limitation, the Statute, the Regulations, and the WPDES Permit.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Project and the Sewerage System of which it is a part and Water System.

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the CWFP. Without any request the Municipality shall furnish to DOA as soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all CWFP funds for the Project. All Loan proceeds shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall: permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Loan; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them; permit extracts and copies of the Project records to be made by any of them; and fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect. As-built plans for the Project shall be retained for the useful life of the Project.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project and related records at all reasonable times, include provisions in all contracts permitting such access during construction and operation of the Sewerage System, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection The Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed by the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with the Plans and Specifications. Any such work not in accordance with the Plans and Specifications shall be remedied unless such noncompliance is waived by DNR.

Section 5.09. Tax Covenants

(a) The Municipality covenants and agrees that it shall not take any action, or omit to take any action, which action or omission would result in the loss of the exclusion of the interest on any Municipal Obligations now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code or any successor provision.

(b) The Municipality shall not take any action, or omit to take any action, which action or omission would cause its Municipal Obligations to be "private activity bonds" within the meaning of Section 141(a) of the Code or any successor provision.

(c) The Municipality shall not directly or indirectly use, or permit the use of, any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds, or take any action, or omit to take any action, which use or action or omission would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code or any successor provision. The Municipality hereby further covenants to ensure that all amounts actually received by such Municipality from the CWFP are advanced within three Business Days to the entity submitting the invoice (or to reimburse the Municipality) to which each amount relates, and that all amounts actually received by such Municipality from the CWFP shall not be invested in any interest-bearing account.

(d) The Municipality shall not use (directly or indirectly) the proceeds of the Bonds in any manner that would constitute an "advance refunding" within the meaning of Section 149(d)(2) of the Code or any successor provision. Without limiting the foregoing, any proceeds of the Bonds used to repay interim or other prior financing of Project Costs shall be applied within three (3) Business Days of receipt of the proceeds to the payment of principal of such financing.

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws, the Statute, and the Regulations in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA, and to pay all amounts due under this FAA and the Municipal Obligations.

(b) The Municipality covenants that it shall adopt and shall adequately maintain for the design life of the Project a system of User Fees with respect to the Project in accordance with s. NR 162.07, Wis. Adm. Code. The Municipality covenants that it shall review the User Charge System at least every two years and shall revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Sewerage System; or any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project, operate the Sewerage System, or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR, DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, the Sewerage System, or acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate the following provision into all Project contracts which have yet to be executed: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Loan. The Municipality shall have sufficient funds available when construction of the Project is completed to ensure effective operation and maintenance of the Project for purposes constructed.

Section 5.16. Management The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms with the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any disbursement made under the Loan to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice stating the amount of excess funds disbursed.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees will be added as a special charge to the property tax bill of the user.

Section 5.19. Sewer Use Ordinance The Municipality shall comply with the provisions of the Sewer Use Ordinance, as certified in the Application. The Municipality covenants that it shall comply with and enforce all provisions of the Sewer Use Ordinance, as established pursuant to the Statute and Regulations.

Section 5.20. Rebates The Municipality agrees to pay to the CWFP any refunds, rebates, credits, or other amounts received for Project Costs for which disbursement of funds has already been made by the CWFP. The CWFP shall then apply the amount it receives as a Loan prepayment.

Section 5.21. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, or transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

(1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;

(2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;

(3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the CWFP deems reasonably necessary to protect its environmental and credit interests; and

(4) the CWFP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the CWFP.

Section 5.22. Wage Rate Requirements The Municipality represents that it shall comply with Section 513 of the Federal Water Pollution Control Act (33 USC 1372), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under the Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.23. American Iron and Steel The Municipality agrees to comply with the requirements for use of American Iron and Steel contained in section 608 of the Act for products used in the Project which are made primarily of iron and/or steel.

Section 5.24. Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are not considered to be subject to federal single audit requirements, but such consideration may change subsequent to this FAA if any changes are made to federal single audit requirements applicable to municipalities. If the Municipality is required to submit a Federal Single Audit, without any request the Municipality shall furnish to DOA, at doaeif@wisconsin.gov as soon as available, and in any event within 30 days after completion, the Federal Single Audit. Notification must include acknowledgement of any SRF findings and/or resolution to prior year findings.

## ARTICLE VI
## MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given, when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

(a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
CLEAN WATER FUND PROGRAM
101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864

(b) DEPARTMENT OF NATURAL RESOURCES
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE
101 SOUTH WEBSTER STREET CF/2
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921

(c) US BANK CORP TRUST
MATTHEW HAMILTON EP-MN-WS3T
60 LIVINGSTON AVENUE
ST PAUL MN 55101-229

(d) VILLAGE OF JACKSON
N168 W19851 MAIN STREET
JACKSON WI 53037

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the CWFP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements, and Modifications This FAA may be amended, supplemented, or modified to provide for additional loans for the Project by the CWFP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the CWFP (by DNR and DOA acting under authority of the Statute) and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and agreements of the Municipality herein contained are hereby declared to be for the benefit of, and are enforceable by, the CWFP, the Trustee, or their authorized agents.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this FAA and the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with Program Resolution The Municipality covenants and agrees that it shall comply with the provisions of the Program Resolution with respect to the

Municipality and that the Trustee and the owners of the Bonds shall have the power and authority provided in the Program Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the Program Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

(a) The CWFP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

(b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the CWFP determines that there is a reasonable basis for the requested termination, the CWFP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the CWFP determines that the Municipality has ceased work on the Project without reasonable basis, the CWFP may unilaterally terminate financial assistance or rescind this FAA.

Section 6.12. Rescission The CWFP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

(a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;

(b) there is substantial evidence this FAA was obtained by fraud;

(c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;

(d) the Municipality has failed to comply with the covenants contained in this FAA; or

(e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the CWFP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

VILLAGE OF JACKSON

By: _____
Brian Heckendorf
Village President

Attest: _____
Pamela Wolf
Deputy Village Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A

PROJECT BUDGET SHEET
VILLAGE OF JACKSON
CWF Project No. 4266-04

| | **Total Project Cost/CWF Total Award Amount for this Project** |
|---|---|
| Force Account | 0.00 |
| Interim Financing | 0.00 |
| Preliminary Engineering | 405,000.00 |
| Land or Easement Acquisition | 0.00 |
| Engineering/Construction Mgmt. | 331,000.00 |
| Construction/Equipment | 4,715,248.00 |
| Contingency | 235,762.00 |
| Miscellaneous Costs | 0.00 |
| Closing Costs | 22,000.00 |
| **TOTAL** | **5,709,010.00** |

***Village of Jackson, Wisconsin*** **Exhibit B**

Project 4266-04 Clean Water Fund Program

Loan Closing Date: ***July 10, 2024***

| Payment Date | Principal Payment | Interest Rate | Interest Payment | Principal & Interest | Bond Year Debt Service | Calendar Year Debt Service |
|---|---|---|---|---|---|---|
| 1-Nov-24 | 0.00 | 2.310% | 40,662.42 | 40,662.42 | 0.00 | 40,662.42 |
| 1-May-25 | 0.00 | 2.310% | 65,939.07 | 65,939.07 | 106,601.49 | 0.00 |
| 1-Nov-25 | 0.00 | 2.310% | 65,939.07 | 65,939.07 | 0.00 | 131,878.14 |
| 1-May-26 | 242,746.09 | 2.310% | 65,939.07 | 308,685.16 | 374,624.23 | 0.00 |
| 1-Nov-26 | 0.00 | 2.310% | 63,135.35 | 63,135.35 | 0.00 | 371,820.51 |
| 1-May-27 | 248,353.53 | 2.310% | 63,135.35 | 311,488.88 | 374,624.23 | 0.00 |
| 1-Nov-27 | 0.00 | 2.310% | 60,266.86 | 60,266.86 | 0.00 | 371,755.74 |
| 1-May-28 | 254,090.49 | 2.310% | 60,266.86 | 314,357.35 | 374,624.21 | 0.00 |
| 1-Nov-28 | 0.00 | 2.310% | 57,332.12 | 57,332.12 | 0.00 | 371,689.47 |
| 1-May-29 | 259,959.98 | 2.310% | 57,332.12 | 317,292.10 | 374,624.22 | 0.00 |
| 1-Nov-29 | 0.00 | 2.310% | 54,329.58 | 54,329.58 | 0.00 | 371,621.68 |
| 1-May-30 | 265,965.06 | 2.310% | 54,329.58 | 320,294.64 | 374,624.22 | 0.00 |
| 1-Nov-30 | 0.00 | 2.310% | 51,257.69 | 51,257.69 | 0.00 | 371,552.33 |
| 1-May-31 | 272,108.85 | 2.310% | 51,257.69 | 323,366.54 | 374,624.23 | 0.00 |
| 1-Nov-31 | 0.00 | 2.310% | 48,114.83 | 48,114.83 | 0.00 | 371,481.37 |
| 1-May-32 | 278,394.57 | 2.310% | 48,114.83 | 326,509.40 | 374,624.23 | 0.00 |
| 1-Nov-32 | 0.00 | 2.310% | 44,899.37 | 44,899.37 | 0.00 | 371,408.77 |
| 1-May-33 | 284,825.48 | 2.310% | 44,899.37 | 329,724.85 | 374,624.22 | 0.00 |
| 1-Nov-33 | 0.00 | 2.310% | 41,609.64 | 41,609.64 | 0.00 | 371,334.49 |
| 1-May-34 | 291,404.95 | 2.310% | 41,609.64 | 333,014.59 | 374,624.23 | 0.00 |
| 1-Nov-34 | 0.00 | 2.310% | 38,243.91 | 38,243.91 | 0.00 | 371,258.50 |
| 1-May-35 | 298,136.40 | 2.310% | 38,243.91 | 336,380.31 | 374,624.22 | 0.00 |
| 1-Nov-35 | 0.00 | 2.310% | 34,800.43 | 34,800.43 | 0.00 | 371,180.74 |
| 1-May-36 | 305,023.35 | 2.310% | 34,800.43 | 339,823.78 | 374,624.21 | 0.00 |
| 1-Nov-36 | 0.00 | 2.310% | 31,277.41 | 31,277.41 | 0.00 | 371,101.19 |
| 1-May-37 | 312,069.39 | 2.310% | 31,277.41 | 343,346.80 | 374,624.21 | 0.00 |
| 1-Nov-37 | 0.00 | 2.310% | 27,673.01 | 27,673.01 | 0.00 | 371,019.81 |
| 1-May-38 | 319,278.20 | 2.310% | 27,673.01 | 346,951.21 | 374,624.22 | 0.00 |
| 1-Nov-38 | 0.00 | 2.310% | 23,985.35 | 23,985.35 | 0.00 | 370,936.56 |
| 1-May-39 | 326,653.52 | 2.310% | 23,985.35 | 350,638.87 | 374,624.22 | 0.00 |
| 1-Nov-39 | 0.00 | 2.310% | 20,212.50 | 20,212.50 | 0.00 | 370,851.37 |
| 1-May-40 | 334,199.22 | 2.310% | 20,212.50 | 354,411.72 | 374,624.22 | 0.00 |
| 1-Nov-40 | 0.00 | 2.310% | 16,352.50 | 16,352.50 | 0.00 | 370,764.22 |
| 1-May-41 | 341,919.22 | 2.310% | 16,352.50 | 358,271.72 | 374,624.22 | 0.00 |
| 1-Nov-41 | 0.00 | 2.310% | 12,403.33 | 12,403.33 | 0.00 | 370,675.05 |
| 1-May-42 | 349,817.56 | 2.310% | 12,403.33 | 362,220.89 | 374,624.22 | 0.00 |
| 1-Nov-42 | 0.00 | 2.310% | 8,362.94 | 8,362.94 | 0.00 | 370,583.83 |
| 1-May-43 | 357,898.34 | 2.310% | 8,362.94 | 366,261.28 | 374,624.22 | 0.00 |
| 1-Nov-43 | 0.00 | 2.310% | 4,229.21 | 4,229.21 | 0.00 | 370,490.49 |
| 1-May-44 | 366,165.80 | 2.310% | 4,229.21 | 370,395.01 | 374,624.22 | 370,395.01 |
| Totals | 5,709,010.00 | | 1,515,451.69 | 7,224,461.69 | 7,224,461.69 | 7,224,461.69 |

| | |
|---|---|
| Net Interest Rate | 2.3100% |
| Bond Years | 65,603.9687 |
| Average Life | 11.4913 |

The above schedule assumes full disbursement of the loan on the loan closing date.

07-Jun-24 Wisconsin Department of Administration

Estimate Only

**Loan Payment Schedule Comments**

Please review the preceding loan payment schedule. It shows the dates of your first interest and principal payments. The preceding loan payment schedule assumes you draw all the loan funds on the loan closing date. Borrowers often draw loan funds over time. Interest only accrues on the funds disbursed and only after the date of each disbursement.

You can view your payment schedule based on disbursements to date at http://eif.doa.wi.gov/. Select Loan Payment Schedule on the lower half of the page. You can also request loan payment information from doaeif@wisconsin.gov.

You can generate additional reports at http://eif.doa.wi.gov/.

| Available Report | Information Provided |
|---|---|
| Auditor Verification Report | Information commonly requested by municipal auditors. Available for completed calendar years. |
| Loan Account History | Loan disbursements, principal payments, and loan balance. |
| Loan Payment Schedule | Future principal and interest payments for disbursements. |
| Payment History | Past principal and interest payments. |
| Disbursement History | Past loan and grant disbursements. |

Use the Output to Excel button at the bottom of the page to create your report in Microsoft Excel. Find details on generating reports at http://eif.doa.wi.gov/siteDescr.htm.

The Environmental Improvement Fund sends invoices semi-annually. You will receive an invoice approximately 45 days prior to the due date. If you have multiple loans, we will send a single invoice showing the payment amount for each loan.

May 1: principal and interest payments due
November 1: interest payments due

For more information about your payment schedule, please email doaeif@wisconsin.gov. The first available staff will respond to your inquiry.

EXHIBIT C

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

# [Prepare on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the Village of Jackson (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4266-04 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4266-04 has met the requirements for the use of American Iron and Steel contained in section 608 of the Federal Water Pollution Control Act, as amended.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: _____ Dated as of: _____
[Name of Municipal Official or
Authorized Representative]
[Title]

Attest: _____ Dated as of: _____
[Name of Clerk or Secretary]
[Title]

EXHIBIT D

OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Sewerage System or Water System.

EXHIBIT E

## UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

**Notice:** This form is authorized by ss. 281.58, 281.59, and 281.61, Wis. Stats. Submittal of a completed form to the Department is mandatory prior to receiving a final disbursement. Dollar amounts listed on the form should only include amounts paid under the Financial Assistance Agreement. Information collected on this form will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Law [ss. 19.31–19.39, Wis. Stats.].

| Municipality | Project Number |
|---|---|
| Village of Jackson | 4266-04 |

Project Description
Upgrade Wastewater Treatment Facility - Phase 1

Are any DBEs expected to be utilized on the project? If yes, list below. Yes ☐ No X

| DBE Firm | Indicate DBE Type | Construction or Non-construction* | Contract Estimate ($) | Enter at Project Closeout: Actual Amount Paid to the DBE ($) | Enter at Project Closeout: Certifying Agency or List |
|---|---|---|---|---|---|
| *SAMPLE: ABC Engineering, LLC.* | *X MBE ☐ WBE ☐ Other* | *Non-construction* | *10,000* | *9,950* | *WisDOT* |
| | ☐ MBE ☐ WBE ☐ Other | | | | |
| | ☐ MBE ☐ WBE ☐ Other | | | | |
| | ☐ MBE ☐ WBE ☐ Other | | | | |
| | ☐ MBE ☐ WBE ☐ Other | | | | |
| | ☐ MBE ☐ WBE ☐ Other | | | | |
| | ☐ MBE ☐ WBE ☐ Other | | | | |
| | ☐ MBE ☐ WBE ☐ Other | | | | |
| | ☐ MBE ☐ WBE ☐ Other | | | | |
| | ☐ MBE ☐ WBE ☐ Other | | | | |
| | ☐ MBE ☐ WBE ☐ Other | | | | |
| | ☐ MBE ☐ WBE ☐ Other | | | | |
| | ☐ MBE ☐ WBE ☐ Other | | | | |
| | ☐ MBE ☐ WBE ☐ Other | | | | |
| | ☐ MBE ☐ WBE ☐ Other | | | | |
| | ☐ MBE ☐ WBE ☐ Other | | | | |
| | ☐ MBE ☐ WBE ☐ Other | | | | |

* Construction costs include but are not limited to paving, excavation, HVAC, plumbing, electrical, carpentry, trucking, and equipment. Non-construction costs include but are not limited to professional services, engineering, land acquisition, and supplies.

I hereby certify that, to the best of my knowledge and belief, the information provided on this form is accurate and correct.

| Signature of Municipal Representative | | Date Signed |
|---|---|---|
| Name of Person Completing This Form | Email Address | Phone Number |

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

VILLAGE OF JACKSON
CWFP Project No. 4266-04

1. Project Description: This Project includes the addition of new tertiary filters with flocculation tanks, replacement of the chlorination/de-chlorination equipment with new UV disinfection, expansion of the garage storage space to provide adequate space for equipment, the addition of a generator, expansion of the wetwell/drywell, raw pumping capacity, and utility and site piping improvements.

2. Ineligible Costs: No ineligible costs were identified in the review of this Project. If the Department identifies ineligible costs as the Project progresses, the Department will notify the Municipality.

3. Other Funding Sources: There are no other funding sources for this Project.

4. Miscellaneous Costs: There are no miscellaneous costs included in the Project.

5. Contingency Allowance: The contingency allowance of $235,762.00 is five percent of the amount of uncompleted construction work. The Municipality must obtain CME approval of change orders prior to requesting reimbursement.

6. Equipment Replacement Fund: The Municipality shall establish an equipment replacement fund according to s. NR 162.07, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement schedule developed by the Municipality. Based on review of the equipment replacement fund information in the CWFP Application, the annual deposit is estimated at $232,890.

7. DBE Good Faith Effort: The Municipality made a good faith effort by encouraging DBEs to submit bids through their bid advertisement. The prime construction contractor, JH Hassinger Inc., made a good faith effort by reaching out directly to DBEs to encourage them to bid as subcontractors. No DBEs are performing work on this Project.

8. Green Project Reserve: No GPR elements were identified during the review of this Project.

9. American Iron and Steel: This Project is subject to the use of American Iron and Steel (AIS) requirements of section 608 of the Act.

10. Composite Interest Rate:

| | Interest Rate Category | Loan Dollars in FAA (A) | Portion of Loan Dollars in FAA (B) | Current CWFP Interest Rates (C) | Weighted Interest Rates (D) |
|---|---|---|---|---|---|
| | Subsidized | $0.00 | 0.00% | 0.000% | 0.000% |
| | Subsidized | $5,172,363.06 | 90.6% | 2.145% | 1.943% |
| | Market Rate | $536,646.94 | 9.4% | 3.9% | 0.367% |

| | | |
|---|---|---|
| Total Loan Dollars in FAA = | $5,709,010 | Composite Interest Rate = 2.310 % |
| Market Rate Costs Not in FAA = | $0 | Municipal Funds, CDBG, RD |
| Other Project Costs Not in FAA = | $0 | Municipal Funds, CDBG, RD |
| Total Project Costs = | $5,709,010 | |

(A) Subsidized categories are all categories that are less than market interest rate.
(B) Equals (A) divided by “Total Loan Dollars in FAA”.
(C) CWFP interest rates in effect on date of municipal meeting at which bond resolution passed.
(D) Equals (B) X (C).

**ATTACHMENT #1**

Clean Water Fund Program Project No. 4266-04
Village of Jackson
Upgrade Wastewater Treatment Facility - Phase 1
Financial Assistance Agreement – Closing Schedule

**By June 6, 2024:**

-- Department of Natural Resources (DNR) project manager distributes Financial Assistance Agreement (FAA) to Department of Administration (DOA) for review.

**By June 18, 2024:**

-- Quarles & Brady LLP distributes draft Municipal Obligation Resolution and other bond documents to the Village of Jackson and DOA for review. Project manager sends FAA to municipality.

**On June 25, 2024:**

-- Municipality holds properly noticed meeting at which time:

1. Municipal Obligation Resolution is adopted.
2. Bond related documents are signed by municipal officials.
3. DNR FAA (printed single sided) is signed by municipal officials.

NOTE: *Most documents must be signed by Highest Elected Official & Clerk/Secretary and some documents must have municipal seal applied.* ***Do not sign any Exhibits.***

**By June 26, 2024 <u>VIA OVERNIGHT DELIVERY</u>:**

-- 1. Municipality scans FAA signature page and sends via e-mail to Quarles & Brady LLP and Ashley Jimenez.
2. Municipality returns signed paper FAA via overnight delivery to Quarles & Brady LLP.
3. Municipality delivers signed & sealed Resolution & other bond documents via overnight delivery to Quarles & Brady LLP.

**By July 8, 2024:**

-- Quarles & Brady LLP sends final signed and sealed bond documents <u>and legal opinion</u> to DOA.

**July 10, 2024:**

-- Loan Closing Day. Quarles & Brady LLP contacts municipality and DOA to confirm that closing may proceed, and DOA wire transfers the first disbursement to municipal bank account.

Clean Water Fund Program Project No. 4266-04
Village of Jackson
Upgrade Wastewater Treatment Facility - Phase 1
Financial Assistance Agreement Summary
Distribution Sheet

**LOAN INFO**

Total Project Amount: $5,709,010 CWFP Funding Amount: $5,709,010

Pledge: Water and Sewer System Revenue Bond Lien Priority: Senior-Parity

Federal Equivalency Project ____ Yes __X__ No

Composite Interest Rate: 2.310% Loan Term: 20 Years

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**DOCUMENT INFO**

Date of Municipal Obligation Resolution – June 25, 2024

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**CLOSING INFO**

Refinancing: None Date of Refinancing: N/A

Estimated Disbursement: $323,933.23

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**DISTRIBUTION**

**Department of Natural Resources**
Ashley Jimenez
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
PO Box 7921
Madison WI 53707-7921
608-212-7690
ashley.jimenez@wisconsin.gov

**Department of Administration**
Amy Johnson
State of Wisconsin DOA Capital Finance Office
101 East Wilson Street, 10th Floor
PO Box 7864
Madison WI 53707-7864
608-266-0739
amyc.johnson@wisconsin.gov

**Municipality**
Brian Kober
Village of Jackson
N168 W20733 Main Street
Jackson WI 53037
262-677-9001
brian.kober@villageofjackson.gov

**Engineering Firm**
Greg Droessler
Town & Country Engineering, Inc.
6264 Nesbitt Road
Madison WI 53719
608-273-3350
gdroessler@tcengineers.net

**Municipal Bond Counsel**
Rebecca Speckhard
Quarles & Brady LLP
411 East Wisconsin Avenue Suite 2400
Milwaukee WI 53202-4426
414-277-5000
rebecca.speckhard@quarles.com

**Financial Advisor**
Brian Roemer
Ehlers Inc
N19W24400 Riverwood Drive
Waukesha WI 53188
262-785-1520
broemer@ehlers-inc.com

IN WITNESS WHEREOF, the CWFP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

VILLAGE OF JACKSON

By: _____
Brian Heckendorf
Village President

Attest: _____
Pamela Wolf
Deputy Village Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

**State of Wisconsin**
**DEPARTMENT OF NATURAL RESOURCES**
**101 S. Webster Street**
**Box 7921**
**Madison WI 53707-7921**

**Tony Evers, Governor**

Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

WISCONSIN DEPT. OF NATURAL RESOURCES

June 18, 2024

BRIAN KOBER, DPW
VILLAGE OF JACKSON
N168 W20733 MAIN STREET
JACKSON WI 53037

SUBJECT: Clean Water Fund Program, Project No. 4266-04
Upgrade Wastewater Treatment Facility - Phase 1
Financial Assistance Agreement – July 10, 2024

Dear Mr. Kober:

Your project manager prepared the following documents for your Clean Water Fund Program (CWFP) loan closing:

1. CWFP Loan Closing Schedule - Attachment 1
2. Financial Assistance Agreement Summary/Distribution Sheet - Attachment 2
3. Financial Assistance Agreement (FAA)

To close the loan on July 10, 2024, we need to follow the Loan Closing Schedule (Attachment 1).

The Village of Jackson has three (3) working days upon receipt of wired CWFP funds to do one or more of the following:

1. Pay the project invoices identified in the CWFP disbursement request.
2. Reimburse an internal municipal account from which eligible project costs were paid. This reimbursement must adhere to current U.S. Treasury Regulations.
3. Disburse payments to the bank or financial institution for projects that are being refinanced.

Execution of the FAA creates a binding obligation in all respects. Any negotiation of terms and conditions or determinations must occur prior to adoption of the Municipal Obligation Resolution and execution of the enclosed FAA document.

The Project Manager Summary Page (Exhibit F of the FAA) further explains certain assumptions and decisions affecting preparation of your FAA.

Please contact your project manager, Ashley Jimenez, at 608-212-7690, for assistance with execution of the FAA, Request for Disbursement (Form 8700-215), or other CWFP documents.

Thank you for your interest in the Clean Water Fund Program.

Sincerely,

Matthew R. Marcum

Matthew Marcum, Section Manager
Environmental Loans Section
Bureau of Community Financial Assistance

Electronic Copies:
Rebecca Speckhard, Quarles & Brady LLP - Milwaukee
Brian Roemer, Ehlers Inc - Waukesha
Greg Droessler, Town & Country Engineering, Inc., Madison
Brent Binder - DNR SE/Milwaukee
Capital Finance Office - DOA/10

# MEMO

TO: Brian Heckendorf, Village President; Board of Trustees

FROM: Jen Heidtke, Village Administrator

RE: Appointment of Interim Clerk – Pamela Wolf

DATE: June 18, 2024

**Background**

On June 1st, 2024 Clerk Anastasia Gonstead provided notice of resignation as Village Clerk, effective July 1st, 2024. On behalf of the Village Board, I accepted her resignation. It is my recommendation the Village Board make an appointment of an Interim Clerk so as to clearly assign statutory Clerk duties to a Village representative on a temporary basis. Because the role of Village Clerk is supported by a Deputy Clerk, which carries a variety of duties including serving in the absence of the Clerk, it is my recommendation the Village Board appoint Deputy Clerk Pamela Wolf to the role of Interim Clerk up until such a time the Village Board has made an appointment of a candidate for Village Clerk, and that appointee is able to fille the role.

It is the intent of Staff to propose a candidate for formal appointment to Village Clerk position at the next meeting of the Village Board, with hopes the future appointee is able to commence work as Clerk in July.

**Motion**

Appointment of Pamela Wolf to the position of Interim Village Clerk until such a time the Village Board appoints a successor Village Clerk, and the chosen candidate has commenced work with the Village.

**Attachment**

1. Deputy Clerk Job Description

N168 W19851
Main Street
Jackson, WI 53037
Phone: 262-677-9001
Fax: 262-677-1710

www.villageofjacksonwi.gov

**VILLAGE OF JACKSON**
**JOB DESCRIPTION**

| | |
|---|---|
| POSITION: | Deputy Clerk |
| DEPARTMENT: | Administration |
| IMMEDIATE SUPERVISOR: | Village Clerk |
| CLASSIFICATION: | Full-Time, Hourly Non-Exempt, Department Assistant |

***GENERAL POSITION DESCRIPTION:***

The Deputy Clerk is primarily a clerical position responsible for providing support and assisting the Village Clerk in the statutory requirements. This position requires a high level of integrity, problem solving skills, verbal and written communication skill, and an excellent commitment to public service. This position is responsible for ensuring that the public is provided with prompt and accurate information pertaining to the services by the Village and to make sure members of the public are served during regular office hours of 8:00AM – 4:30PM, Monday through Friday. Work is normally carried out with independence, subject only to general instruction and standard operating procedures. Computer skills are essential and should include knowledge of the Microsoft Office Suite (particularly Excel and Word) as well as various social media platforms.

***LICENSE/CERTIFICATION REQUIREMENTS:***

Wisconsin Certified Municipal Clerk (WCMC) designation is desired; however, if not certified the ability to obtain certification will be supported by the Village along with further continuing education and training.

***SKILLS, KNOWLEDGE, AND ABILITIES:***

Knowledge of modern governmental principles and practices, with a familiarity of navigating and adhering to local ordinance and State statute. Working knowledge of bank reconciliation, journal entry prep and posting, property tax collection and balancing, bank deposits, payroll, accounts payable, accounts receivable, and data processing functions. Ability to use computer-based applications for word processing and database management. Familiarity with Workhorse software, Ascent software, and Civic Systems platforms is beneficial, and highly desired, but not required. Proficiency in Microsoft Office applications and various social media platforms.

***EDUCATION AND PRIOR EXPERIENCE:***

High school diploma or GED with specialized course work in general office practices, such as typing, filing, accounting, and bookkeeping. Minimum of two (2) years of related experience, or any equivalent combination of education and experience which provides the necessary knowledge, sills, and abilities to perform the job, with a preference on prior municipal government experience.

***SPECIFIC POSITION RESPONSIBILITIES***

*Other duties or functions may be required from time to time, and thus the information below is not an exhaustive list of responsibilities for this role.*

*Front reception counter services, including:*

- Answering the telephone and managing walk-in requests.
- Handling/processing payments.
- Distributing mail.
- Serving as a Notary Public.

- Maintaining the Village message board and website.
- Assisting with maintaining Village social media announcements.
- Compilation and creation of the quarterly newsletter.
- Ordering and managing office supplies.

*Assisting the Village Clerk with regular statutory duties and to fulfill all duties of the Village Clerk in their absence, including:*

- Assisting in the preparation and posting of agendas, packet, and minutes as needed.
- Assistance during public meetings as requested.
- Assistance with administration of elections as requested.
- Working in the WisVote election database while maintaining confidentiality.
- Preparation, coordination, and maintenance of licenses and permits issued.
- Records maintenance and management.

*Assisting the Administrative Staff of the Village of Jackson with clerical and backup duties, including:*

- Processing credit card payments.
- Back up for preparation of bank deposits.
- Scanning and mailing correspondence, with occasional preparation of form letters.
- Documentation preparation for the annual audit, as needed.
- Public meeting room preparation including room scheduling, set up, and clean up.

***ENVIRONMENTAL ADAPTABILITY:***

The work environment characteristics described are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is occasionally required to work abnormal hours, including evening hours. The noise level in the work environment is usually moderate and employee must have ability to sustain prolonged visual concentration and ability to sit or stand for long periods of time. The Village of Jackson is an equal opportunity employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with employer.

Job Description Updated on _____

_____ _____

Supervisor's Signature Date

_____ _____

Employee's Signature Date

STATE OF WISCONSIN VILLAGE OF JACKSON WASHINGTON COUNTY

# ORDINANCE #24-09

## AMENDING ORDINANCE SECTION 30-1 OF THE VILLAGE OF JACKSON PERTAINING TO OFFENSES AGAINST STATE LAWS SUBJECT TO FORFEITURE

**WHEREAS**, the Village Board for the Village of Jackson ordains that the following section of the Municipal Code is hereby amended to include;

**Section 1. Amending Ordinance Sec. 30-1 - Offenses Against State Laws Subject to Forfeiture**

xx. Wis Stats. 813 Injunctions, Ne Exeat and Receivers

xxi. Wis Stats. 961 Uniform Controlled Substances Act

xxii. Wis Stats. 968 Commencement of Criminal Proceedings

The following statutes defining offenses against the peace and good order of the state are adopted by reference to define offenses against the peace and good order of the Village. Any future amendments, revisions, or modifications of the statutes incorporated in this section are intended to be made part of this section.

**WHEREAS,** this ordinance shall be in full force and effect from and after its passage and posting or publication as provided by law.

**WHEREAS,** if any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision and shall not affect the validity of any other provisions, sections, or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

Introduced by:_____ Seconded by:_____

Vote: _____aye _____nay Passed and approved_____

By:_____
Brian J. Heckendorf, Village President

Attest:

_____
Anastasia Gonstead, Village Clerk

Proof of Posting:

I, the undersigned, certify that I posted copies of this Ordinance on bulletin boards at the Jackson Municipal Complex, Post Office and one other location in the Village.

_____ _____
Village Official Date