

THS LISA Barb Citrol
Board public

**TOWN OF LA POINTE
SPECIAL TOWN BOARD MEETING
MONDAY JUNE 29, 2020
5:30pm AT TOWN HALL**

Please Respect Social Distancing:

You may submit a public comment to the Town Clerk via email (clerk@townoflapointewi.gov) or drop it in the suggestion box outside Town Hall.

The meeting will be live streamed and recorded at livestream.com/accounts/27528425

Some Town Board Members May Attend via Telephone

1. Public Comment*

- 2. Resolution #2020-0629: Resolution Providing for the Issuance, Sale and Delivery of \$1,389,000 General Obligation Promissory Note, Series 2020 of the Town of La Pointe, Wisconsin; Establishing the Terms and Conditions Therefor; Directing Their Execution and Delivery; Creating a Debt Service Account Therefor; and Awarding the Sale Thereof**

3. Discussion of Personnel Matters

The Town Board may go into closed session during the meeting for the purpose of conferring with legal counsel with respect to litigation in which it is or is likely to become involved in accordance with Wisconsin Statutes 19.85 (1)(g). After the completion of the closed session, the Board will come back into open session to act upon the discussion in the closed session or otherwise complete the business of the meeting before adjourning.

4. Adjourn

***This portion of public comment is restricted to one minute in length. For those wishing to speak for longer than one minute, that item appears later in the agenda.**

****Public Comment which is longer than one minute**

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the Town Clerk.

Micaela Montagne

From: Laura A. Bennett <lbennett@fryberger.com>
Sent: Wednesday, June 24, 2020 9:57 AM
To: Carol Neubauer; Micaela Montagne
Cc: Robert E. Toftey; 'Geisen, Rick, M'
Subject: Resolution for 6/29 Town Board Meeting
Attachments: resolution.DOCX

Micaela & Carol,

Attached is the resolution entitled "Resolution Providing for the Issuance, Sale and Delivery of \$1,389,000 General Obligation Promissory Note, Series 2020 of the Town of La Pointe, Wisconsin; Establishing the Terms and Conditions Therefor; Directing Their Execution and Delivery; Creating a Debt Service Account Therefor; and Awarding the Sale Thereof" for the June 29th Town Board meeting. Please include the resolution title in your agenda and open meeting notice.

Please provide us with a copy of your final agenda. If you have any questions, please contact Bob. Thank you!

Laura Bennett
Paralegal

Fryberger, Buchanan, Smith & Frederick, P.A.
302 West Superior Street, Suite 700 | Duluth, MN 55802
ph: 218-725-6830 | fx: 218-625-9230
lbennett@fryberger.com | www.fryberger.com

CONFIDENTIALITY NOTICE: This electronic mail transmission and any accompanying documents contain information belonging to the sender which may be confidential and legally privileged. This information is intended only for the use of the individual or entity to whom this electronic mail transmission was sent as indicated above. If you are not the intended recipient, any disclosure, copying, distribution, or action taken in reliance on the contents of the information in this transmission is strictly prohibited. If you have received this message in error, please call me at 800-496-6789 or 218-725-6830 to let me know and please delete the message.

Town Board,

Please direct any questions regarding the Bond Resolution to Carol Neubauer. She will also be attending the meeting on Monday.

Thanks,

Micaela Montagne

RESOLUTION NO. 2020-0629

RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF A \$1,389,000 GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2020, OF TOWN OF LA POINTE, WISCONSIN; ESTABLISHING THE TERMS AND CONDITIONS THEREFOR; DIRECTING ITS EXECUTION AND DELIVERY; CREATING A DEBT SERVICE ACCOUNT THEREFOR; AND AWARDING THE SALE THEREOF

BE IT RESOLVED, by the Town Supervisors (the "Town Board") of the Town of La Pointe, Ashland County, Wisconsin (the "Town"), as follows:

Section 1. Note Purpose, Authorization, and Award.

1.01 Under and pursuant to the provisions of Wisconsin Statutes, Section 67.12(12) (the "Act"), the Town is authorized to issue and sell its general obligation promissory notes for any public purpose.

1.02 At a special Town meeting of the electors held on August 13, 2019, the Town electors approved Resolution #2019-0813 authorizing the Town Board to construct a new Emergency Services Building at the cost of approximately \$2,500,000 (the "Project").

1.03 The Town Board does hereby direct the issuance and sale of its \$1,389,000 General Obligation Promissory Note, Series 2020 (the "Note"), for the public purposes to provide funds to finance the Project and to pay the cost of issuance of the Note.

1.04 The Town has received a proposal from Bremer Bank, National Association, located in Washburn, Wisconsin (the "Purchaser"), to purchase the Note to (i) pay or provide for a portion of the costs of the Project; and (ii) pay the costs of issuance of the Note, and upon condition that the Note matures and bears interest at the times and annual rate set forth in Section 2. The Town, after due consideration, finds such offer reasonable and proper and the offer of the Purchaser is hereby accepted. All actions of the Chair, the Town Clerk and the Town Treasurer taken with regard to the sale of the Note are hereby ratified and approved.

Section 2. Terms and Form of the Note.

2.01 The Note shall be a single note, dated as of the date of delivery, in fully registered form, in the amount of \$1,389,000, and lettered and numbered R-1. The Note shall mature on July 17, 2030 with principal payable in installments on the following dates and amounts:

Payment Date	Principal Amount
August 20, 2021	\$52,572.96
August 20, 2022	\$56,742.36
August 20, 2023	\$58,042.55
August 20, 2024	\$59,295.84
August 20, 2025	\$60,731.23
August 20, 2026	\$62,122.81
August 20, 2027	\$63,546.29
August 20, 2028	\$64,941.11
August 20, 2029	\$66,490.44
July 17, 2030	\$844,514.41

The Note shall bear interest on the unpaid principal balance at the rate of 2.26% per annum. Interest shall be payable August 20 in the years 2021 through 2029 and on July 17, 2030 (each herein referred to as an "Interest Payment Date") commencing with the initial interest payment on August 20, 2021. Payments shall be applied first to interest due through the Interest Payment Date on the unpaid principal balance and thereafter to reduction of principal. Delinquent payments, if any, shall be applied by the registered holder in the following sequence: (1) billed delinquent interest; (2) past-due interest installments; (3) past-due principal installments; (4) interest installments due; and (5) principal installments due. Interest shall be computed on the 365/360 day basis.

2.02 The Note is subject to optional redemption and prepayment, in whole or in part, by the Town on any date at a price equal to the principal amount to be prepaid plus accrued interest to the redemption date.

2.03 The Town Board hereby appoints the Town Clerk as registrar, paying agent and transfer agent for the Note (such officer or successor thereof is herein referred to as the "Note Registrar").

2.04 The Note shall bear interest at the annual rate stated therefor in Section 2.01. The Note Registrar shall make, or cause the Town Treasurer to make, all principal and interest payments with respect to the Note by check or draft mailed to the registered owner of the Note shown on the bond registration records maintained by the Note Registrar at the close of business on the 15th day (whether or not on a business day) of the month next preceding the Interest Payment Date at such owners' addresses shown on such bond registration records.

2.05 A. The Note shall be prepared for execution in accordance with the approved form and shall be signed by the manual signature of the Chair and attested by the manual signature of the Town Clerk. In case any officer whose signature shall appear on the Note shall cease to be an officer before delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until delivery.

B. The Town Clerk is authorized and directed to obtain a copy of the proposed approving legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota, which is to be complete, and cause the opinion to be attached to the Note.

2.06 A. The Town shall cause to be kept at the principal corporate office of the Note Registrar a note register in which, subject to such reasonable regulations as the Note Registrar may prescribe, the Town shall provide for the registration of the Note and the registration of transfers of the Note entitled to be registered or transferred as herein provided. In the event of the resignation or removal of the Note Registrar or its incapability of acting as such, the Note registration records shall be maintained at the office of the successor Note Registrar as may be appointed by the Town Board.

B. Upon surrender for transfer of the Note at the principal corporate office of the Note Registrar, the Town shall execute and the Note Registrar shall authenticate and deliver, in the names of the designated transferee, one new note of a like aggregate principal amount.

C. A Note surrendered upon the exchange provided for in this Resolution shall be promptly cancelled by the Note Registrar and thereafter disposed of as directed by the Town Board.

D. A Note issued in exchange for or upon transfer of the Note shall be a valid obligation of the Town evidencing the same debt and entitled to the same benefits under this Resolution as the Note surrendered for such exchange or transfer.

E. The Note presented for a transfer or exchange shall (if so required by the Town or the Note Registrar) be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Town and the Note Registrar, duly executed by the registered owner thereof or the owner's attorney duly authorized in writing.

F. The Town may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of the Note, other than exchange expressly provided in this Resolution to be made, without expense or without charge to the registered owner.

G. If the Note becomes mutilated or is destroyed, stolen or lost, the Note Registrar will deliver a new Note of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Note or in lieu of and in substitution for the Note destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Note Registrar in connection therewith; and, in the case of the Note being destroyed, stolen or lost, upon filing with the Note Registrar and the Town of evidence satisfactory to them that the Note was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Note Registrar of an appropriate note or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the Town and the Note Registrar must be named as obligees. The Note so surrendered to the Note Registrar will be cancelled by the Note Registrar and evidence of such cancellation must be given to the Town. If the mutilated, destroyed, stolen or lost Note has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Note prior to payment.

2.07 The Note delivered upon transfer of or in exchange for or in lieu of any other Note shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Note.

2.08 The principal of and interest on the Note shall be payable by the Note Registrar in such funds as are legal tender for the payment of debts due the United States of America. The Town shall pay the reasonable and customary charges of the Note Registrar for the disbursement of principal and interest.

2.09 Delivery of the Note and payment of the purchase price under the Note shall be made at a place mutually satisfactory to the Town and the Purchaser. A typewritten and executed Note shall be furnished by the Town without cost to the Purchaser. The Note, when prepared in accordance with this Resolution and executed, shall be delivered by or under the direction of the Town Treasurer to the Purchaser upon receipt of the purchase price plus accrued interest, if any.

Section 3. Form of the Note.

3.01 The Note shall be typewritten or printed in substantially the following form:

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF ASHLAND

TOWN OF LA POINTE

R-1

\$1,389,000

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2020

Rate
2.26%

Date of Original Issue
July 17, 2020

REGISTERED OWNER: BREMER BANK, NATIONAL ASSOCIATION

The Town of La Pointe, Ashland County, Wisconsin (the "Town"), for value received, promises to pay to the registered owner specified above (the "Holder"), or registered assigns, the principal sum of One Million Three Hundred Eighty-nine Thousand Dollars (\$1,389,000) on the following Payment Dates and in the following principal amounts:

Payment Date	Principal Amount
August 20, 2021	\$52,572.96
August 20, 2022	\$56,742.36
August 20, 2023	\$58,042.55
August 20, 2024	\$59,295.84
August 20, 2025	\$60,731.23
August 20, 2026	\$62,122.81
August 20, 2027	\$63,546.29
August 20, 2028	\$64,941.11
August 20, 2029	\$66,490.44
July 17, 2030	\$844,514.41

together with interest on the unpaid balance from the date hereof or the most recent Interest Payment Date to which interest has been paid, at a rate of 2.26% per annum, calculated on 365/360 day basis, such interest being payable on August 20 in the years 2021 through 2029 and July 17, 2030 (each referred to herein as an "Interest Payment Date"), with the first interest being payable on August 20, 2021. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft from the office of the Town Clerk. The Town Clerk shall make (or cause the Town Treasurer to make) all principal and interest payments with respect to this Note directly to the registered owner hereof shown on the bond registration records maintained on behalf of the Town by the Town Clerk at the close of business on the 15th day of the month next preceding the Interest Payment Date (whether or not a business day) at such owner's address shown on said bond registration records, without, except for payment of the final principal installment on the Note, the presentation or surrender of this Note, and all such payments shall discharge the obligation of the Town to the extent of the payments so made. Payment of the final principal installment shall be made when due upon presentation and surrender of this Note to the Town Clerk. For the prompt and full payment of such principal and interest as they become due, the full faith and credit and resources of the Town are irrevocably pledged.

The principal of and interest on the Note are payable in such funds as are legal tender for payment of debts due the United States of America. Payments shall be applied first to interest due through the Interest Payment Date on the unpaid principal balance and thereafter to reduction of principal.

This Note is issued by the Town pursuant to the authority contained in Wisconsin Statutes, Section 67.12(12), and all other laws thereunto enabling, and pursuant to an authorizing resolution adopted by the governing body of the Town on June 29, 2020 (the "Resolution"), for public purpose, to provide funds for constructing a new Town Emergency Services Building. The Note is payable from the 2020 Promissory Note Debt Service Account in the Town's Debt Service Fund and a direct annual ad valorem tax has

been levied upon all of the taxable property within the Town, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred.

This Note has been designated by the Town as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The Note shall be subject to optional redemption and prepayment, in whole or in part, by the Town on any date at a price equal to the principal amount to be prepaid plus accrued interest to the redemption date.

The Note is issued as a fully registered note without coupons, in the denomination of \$1,389,000. The Town will, at the request of the registered owner, issue one new fully registered note in the name of the registered owner in the aggregate principal amount equal to the unpaid principal balance of the Note, of like tenor except as to number and principal amount. Subject to the restrictions set forth in the Resolution, this Note is transferable by the registered owner hereof upon surrender of this Note for transfer at the principal corporate office of the Note Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Note Registrar and executed by the registered owner hereof or the owner's attorney duly authorized in writing. Thereupon the Town shall execute and the Note Registrar shall authenticate and deliver, in exchange for this Note, one new fully registered note in the name of the transferee, in the principal amount equal to the unpaid principal amount of this Note, of the same maturity, and bearing interest at the same rate.

The principal amount evidenced by this Note may be drawn upon by the Town in accordance with a Loan Agreement between the Town and Bremer Bank, National Association, dated as of the date hereof. The Holder shall record such draws and corresponding principal repayment schedule on a cumulative basis in the form shown on the attached Exhibit A.

IT IS CERTIFIED AND RECITED that all acts and conditions required by the Constitution and laws of the State of Wisconsin to be done and to exist precedent to and in the issuance of this Note, in order to make it a valid and binding general obligation of the Town in accordance with its terms, have been done and do exist in form, time and manner as so required; that all taxable property within the limits of the Town is subject to the levy of ad valorem taxes to the extent needed to pay the principal hereof and the interest hereon when due, without limitation as to rate or amount and that the issuance of this Note does not cause the indebtedness of the Town to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Town of La Pointe, Ashland County, Wisconsin, by its governing body, has caused this Note to be executed in its name by the signatures of the Chair and the Town Clerk and its corporate seal or a true facsimile thereof to be impressed or imprinted hereon, all as of the date of original issue specified above.

Date of Execution: _____

ATTEST:

(Form - no signature required)
Town Clerk

(Form - no signature required)
Chair

(SEAL)

BOND COUNSEL OPINION

I certify that the attached is a full, true and correct copy of the legal opinion rendered by Bond Counsel on the issuance of the Note, dated as of the date of original delivery of and payment for the Note.

(form - no signature required)
Town Clerk

REGISTRATION CERTIFICATE

This Note must be registered as to both principal and interest in the name of the owner on the books to be kept by the Town Clerk. No transfer of this Note shall be valid unless made on said books by the registered owner or the owner's attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Note and the interest accruing thereon is registered on the books of the Treasurer in the name of the registered owner last noted below.

<u>Date</u>	<u>Registered Owner</u>	<u>Signature of Town Clerk</u>
7/___/20	Bremer Bank, National Association 31 W. Bayfield Street Washburn, WI 54891 Federal Taxpayer I.D. No.: 39-0669450	<u>(Form - do not sign here)</u>

ASSIGNMENT

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

(Name and Address of Assignee)

Social Security or other
Identifying Number of
Assignee

the within Note and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

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

Signature Guaranteed:

(Bank, Trust Company, member of
National Securities Exchange)

EXHIBIT A TO NOTE

AMOUNT OF DISBURSEMENT	DATE OF DISBURSEMENT	PRINCIPAL REPAID	PRINCIPAL BALANCE

Section 4. Borrowed Money Fund; Debt Service Fund.

4.01 A The 2020 Borrowed Money Fund. There is hereby created a separate and special fund designated as the 2020 Borrowed Money Fund (the "Borrowed Money Fund"), which shall be used solely for payment of costs of the Project and costs of issuance of the Note. Proceeds of the Note shall be credited to the Borrowed Money Fund for costs of the Project, and costs of issuance on the Note. The monies in said fund may from time to time be invested as provided in Section 66.0603(1m), Wisconsin Statutes. Upon completion of the Project, and after payment in full of all costs thereof and the costs of issuance, any balance on hand in the Borrowed Money Fund shall be credited to the Debt Service Account.

B. Debt Service Fund. There is hereby established in the treasury of the Town, if it has not already been created, a debt service fund separate and distinct from every other fund (the "Debt Service Fund"), which shall be maintained in accordance with generally accepted accounting principles. Sinking

funds established for obligations previously issued by the Town may be considered as separate and distinct accounts within the Debt Service Fund. There shall be maintained in the Debt Service Fund a separate account, to be designated the 2020 Promissory Note Debt Service Account.

C. The 2020 Promissory Note Debt Service Account. To the 2020 Promissory Note Debt Service Account (the "Debt Service Account") there is hereby pledged and irrevocably appropriated and there shall be credited: (1) any collections of all taxes levied herein for the payment of the Note and interest thereon; (2) all investment earnings on funds in the Debt Service Account; (3) accrued interest, if any, received upon delivery of the Note; (4) surplus monies in the Borrowed Money Fund as specified in Section 4.01A hereof; (5) the rounding amount from the proceeds of the Note in the amount of \$0.00; and (6) any and all other monies which are properly available and are appropriated by the Town to the Debt Service Account including further deposits as may be required by Section 67.11 of Wisconsin Statutes. The amount of any surplus remaining in the Debt Service Account when the Note and interest thereon are paid shall be used to reduce the amount of taxes levied herein. No money shall be withdrawn from the Debt Service Account and appropriated for any purpose other than the payment of principal of and interest on the Note until all such principal and interest has been paid in full and cancelled; provided (i) the funds to provide for each payment of principal of and interest on the Note prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due; and (ii) any funds over and above the amount of such principal and interest payments on the Note may be used to reduce the next succeeding tax levy, or may, at the option of the Town, be invested by purchasing the Note as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, in interest bearing obligations of the United States of America, or in other obligations of the Town, which investments shall continue to be a part of the Debt Service Account. When all of the Note has been paid in full and cancelled, and all permitted investments disposed of, any money remaining in the Debt Service Account shall be deposited in the general fund of the Town, unless the Town Board directs otherwise.

4.02 Debt Service Levy.

A. For the purpose of paying the principal of and interest on the Note as the same become due, the full faith, credit and resources of the Town are hereby irrevocably pledged and there hereby is levied on all the taxable property in the Town a direct, annual, irrevocable tax in such years and in such amounts as are sufficient to meet such principal and interest payments when due; said tax is hereby levied in the years and in the minimum amounts shown on Exhibit A hereto, which is incorporated by reference as though fully set forth herein.

B. The Town shall be and continue to be without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Note, said tax shall be, from year to year, carried into the tax rolls of the Town and collected as other taxes are collected, provided that the amount of tax carried into said tax rolls may be reduced in any year by the amount of any surplus money in the Debt Service Account created in Section 4.01C hereof.

4.03 Costs of Issuance. Proceeds of the Note deposited in the Borrowed Money Fund shall be used by the Town to pay costs of issuance of the Note.

4.04 Loan Agreement. The proceeds of the Note will be advanced to the Town in accordance with the terms of this Resolution and with a Loan Agreement between the Town and the Lender (the "Loan Agreement"). The Chair and the Town Clerk are hereby authorized and directed to execute the Loan Agreement substantially in the form currently on file in the office of the Town Clerk.

Section 5. Certificate of Proceedings.

5.01 The officers of the Town are authorized and directed to prepare and furnish to the Purchaser and to bond counsel certified copies of all proceedings and records of the Town relating to the authorization and issuance of the Note and other affidavits and certificates as may reasonably be requested to show the facts relating to the legality and marketability of the Note as such facts appear from the official books and records of the officers' custody or otherwise known to them. All of such certified copies, certificates and affidavits, including any heretofore furnished, constitute representations of the Town as to the correctness of facts recited therein and the actions stated therein to have been taken.

5.02 The Town Clerk shall provide and keep a separate record book and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Note.

5.03 In the event of the absence or disability of the Chair or the Town Clerk, such officers of the Town or members of the Town Board as in the opinion of the Town's attorney may act in their behalf shall, without further act or authorization, execute and deliver the Note, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

Section 6. Tax Covenants.

6.01 The Town covenants and agrees with the holder of the Note that the Town will (i) take all action on its part necessary to cause the interest on the Note to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the Note and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the Note to be subject to federal income taxes, including, without limitation, refraining from spending the proceeds of the Note and investment earnings thereon on certain specified purposes.

6.02 A. No portion of the proceeds of the Note shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except for a reasonable temporary period until such proceeds are needed for the purpose for which the Note was issued. To this effect, any proceeds of the Note and any sums from time to time held in the Debt Service Account (or any other Town account which will be used to pay principal and interest to become due on the Note) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable temporary periods or minor portion made available under the federal arbitrage regulations.

B. The proceeds of the Note and money in the Debt Service Account shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Note to be federally guaranteed within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

C. The Town hereby covenants not to use the proceeds of the Note, or to cause or permit them to be used, in such a manner as to cause the Note to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

6.03 A. The Town covenants and certifies to and for the benefit of the owner of the Note that no use will be made of the proceeds of the Note which will cause the Note to be arbitrage bonds within the meaning of Section 148(a) of the Code and the Treasury Regulations promulgated thereunder.

B. The Town covenants and agrees to comply with requirements under the Code necessary to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Note, including without limitation (1) requirements relating to temporary periods for investment, (2) limitation on amounts invested at a yield greater than the yield on the Note, and (3) the rebate of excess investment earnings to the United States on the Note.

C. For purposes of qualifying for the small-issuer exception to the federal arbitrage rebate requirements, the Town hereby finds, determines and declares:

- (1) the Town is a governmental unit with general taxing powers;
- (2) the Note is not "private activity bonds" as defined in Section 141 of the Code;
- (3) 95% or more of the net proceeds of the Note are to be used for local governmental activities of the Town; and
- (4) the aggregate face amount of the tax-exempt obligations (other than private activity bonds) issued by the Town during the calendar year in which the Note is issued is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

D. In order to qualify the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, the Town hereby makes the following factual statements and representations:

- (1) the Note is not a "private activity bond" as defined in Section 141 of the Code;
- (2) the Town hereby designates the Note as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code;
- (3) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the Town (and all entities whose obligations will be aggregated with those of the Town) during the calendar year in which the Note was issued will not exceed \$10,000,000; and
- (4) not more than \$10,000,000 of obligations issued by the Town during the calendar year in which the Note was issued have been designated for the purposes of Section 265(b)(3) of the Code.

E. The Town shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this section.

Section 7. Annual Financial Statements. The Town shall provide the Purchaser as soon as available, but in no event later than 180 days after the end of each fiscal year, the Town's audited financial statement, prepared by a certified public accountant.

Section 8. Post-Issuance Compliance Policy and Procedures. The Town has been provided with a Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures which shall apply to qualifying obligations to provide for compliance with all applicable federal regulations for tax-exempt obligations or tax-advantaged obligations (collectively, the "Policy and Procedures"). The Town Board hereby approves the Policy and Procedures which have been presented to the Town Board. The Town Treasurer is designated to be responsible for post-issuance compliance in accordance with the Policy and Procedures.

Adopted: June 29, 2020.

Chair

Attest:

Town Clerk

M:\DOCS\17844000003\ROL\18S0996.DOCX

EXHIBIT A

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2020
TOWN OF LA POINTE, WISCONSIN

TAX LEVY SCHEDULE

Levy Year/Collect Year	Tax Levy
2020/2021	\$87,365.10
2021/2022	\$87,365.10
2022/2023	\$87,365.10
2023/2024	\$87,365.10
2024/2025	\$87,365.10
2025/2026	\$87,365.10
2026/2027	\$87,365.10
2027/2028	\$87,365.10
2028/2029	\$87,365.10
2029/2030	\$862,062.95

