

**PROCEEDINGS OF THE GREEN COUNTY BOARD OF SUPERVISORS
September 14, 2021**

County Boardroom, Green County Courthouse, 1016 16th Ave, Monroe, WI

Arthur Carter, Chair, called the meeting to order at 7:00 p.m.

The Clerk read the roll call with 28 present and 3 absent being Gundlach, Lonien, and Maresch.

The Board recited the Pledge of Allegiance.

Motion by Rufenacht, seconded by Roth to approved the August 10, 2021, minutes. Motion carried by a unanimous voice vote.

Public Health Director RoAnn Warden presented the Public Health annual report. Motion by Kubly, seconded by Luchsinger to accept the report. Motion carried by a unanimous voice vote.

Highway Commissioner Chris Narveson presented the Highway annual report. Motion by Mandel, seconded by Torkelson to accept the Highway annual report. Motion carried by a unanimous voice vote.

Motion by Thoman, seconded by Hanson to continue with the Emergency Proclamation until the next county board meeting. Motion carried by a unanimous voice vote.

ORDINANCE 21-0901

Modification Regarding Corporation Counsel

WHEREAS, the Green County Personnel and Labor Relations Committee has general supervision over County personnel policies; and

WHEREAS, after review of the Green County Code, the Green County Personnel and Labor Relations Committee has indicated that the Green County Code is in need of updating with regard to the Green County Corporation Counsel; and

NOW, THEREFORE, BE IT ORDAINED by the Green County Board of Supervisors, in legal session assembled, that the following modifications be made to Title 1 of the Green County Code.

1-6-6: CORPORATION COUNSEL

1-6-6-1: OFFICE ESTABLISHED

Pursuant to the provisions of §59.42(4), Wis. Stats., authorizing counties to employ an attorney being called a "Corporation Counsel"; and for the purpose of providing experienced legal advice for Green County at the pleasure of the County Board ~~without regard to partisan elections, there is hereby established the office of Corporation Counsel in and for Green County.~~

~~The office of Green County Corporation Counsel shall be a full-time position and said officeholder~~
The Corporation Counsel shall not perform legal work or legal services for any private clients for which he or she receives remuneration.

Upon a vacancy in the position of Green County Corporation Counsel, the Personnel and Labor Relations Committee shall announce the opening of the position and shall accept and review available applicants and shall recommend a qualified applicant to the County Board for ratification. Upon the ratification by a majority vote of all the members of the County Board of Supervisors, the Corporation Counsel shall be appointed to serve a two (2) year term. The appointment of such Corporation Counsel may be terminated at any time by a majority vote by all members of the County Board of Supervisors.

The Personnel and Labor Relations Committee may in its discretion present the current holder of the office of Corporation Counsel to the full Board for ratification at the beginning of each two (2) year term without accepting and reviewing new applications.

The Green County Corporation Counsel shall report to and be under the supervision of the Personnel and Labor Relations Committee. (R6-2-84, eff. 9-1-84) (Ord. 9800101)

~~1-6-6-2: QUALIFICATIONS~~

~~The Corporation Counsel shall be an attorney at-law licensed to practice his/her profession in the State of Wisconsin. (R10-6-7; amd. 1982 Code; R6-2-84) (Ord. 98-0101, 1-13-1998; Ord. 08-0702, 7/8/08)~~

~~1-6-6-3: DUTIES~~

~~The duties of the Corporation Counsel shall be limited to civil matters and shall include giving legal counsel and opinions to the County Board of Supervisors, its Chairperson, its Committees, and interpreting the rights, powers and duties of the County Board and County officers and departments.~~

In addition to the foregoing general duties, the Corporation Counsel is specifically charged with the following duties:

- A. To serve as legal advisor to the County Highway Committee and Commissioner. He/she shall draw all legal documents required in the performance of those duties and shall attend to all legal matters in and out of court in which the department or Committee shall be an interested party or wherein the acquisition of lands for highway purposes is concerned.
- B. To advise and assist the County Treasurer in instituting appropriate actions to foreclose tax liens and to advise the Finance Committee with respect to matters involving taxation affecting Green County.
- C. To represent the interest of Green County in all matters involving work person's compensation.
- D. To serve as legal advisor to and represent Green County in all matters involving enforcement of the zoning, sanitary, land division, building code or other land use regulations.¹
- E. To represent Green County in labor relations between the County and its employees, and to represent the County in legal proceedings before the Wisconsin Employment Relations Commission or in court in matters affecting labor relations. (R10-6-7; amd. 1982 Code)
- F. To perform all other work of a civil nature including claims and lawsuits against the County and probate court proceedings. However, he/she shall not become involved with the District Attorney's investigating and prosecuting functions, including, but not limited to, prosecution of forfeitures for violations of State and County traffic laws, criminal cases and ordinance violations.
- G. To serve as legal counsel to the Green County Department of Human Services and to represent the department in actions involving the determination of legal settlement; to act in civil actions and probate proceedings involving liens of the Department of Human Services on property; to enforce substitute care support obligations when appropriate and to provide such other legal services for the Department of Human Services as may be necessary; to represent the Green County Child Support Agency in child support, actions to compel support, paternity actions, and other matters as authorized by Chapter 767 and Chapter 49, Wis. Stats. (Ord. 90-1130, 11-13-90)
- H. To assist and represent the interest of Green County in any and all other legal matters as instructed by the County Board, its Committees, Boards, Commissions and others who are entitled to legal services from the Corporation Counsel.
- I. To assume such executive duties as are specifically designated by the County Board.
- J. To review and, if appropriate, approve as to form and execution, all contracts and agreements entered into by Green County or any of its agencies, departments, offices and representatives.

~~1-6-6-4: SALARY~~

The Corporation Counsel shall be paid an annual salary subject to adjustment through the annual budget process and shall be reimbursed for mileage and expenses. The portion of the Corporation Counsel's time devoted to Human Services work shall be charged to its budget. (R6-10-58, eff. 1-1-59)

~~1-6-6-5: ASSISTANT CORPORATION COUNSEL~~

The Corporation Counsel may designate one or more attorneys to act as Assistant Corporation Counsel during periods when the Corporation Counsel is absent from the County. Any such designations are subject to approval by the Personnel and Labor Relations Committee, and subject to budgeted funds being available, if necessary, to purchase said service. (R6-2-84, eff. 9-1-84)

~~1-6-6-6: DISTRICT ATTORNEY CASES~~

Whenever any of the above powers and duties conferred upon the Corporation Counsel are concurrent with similar powers or duties presently conferred by law upon the District Attorney, the District Attorney's powers or duties shall cease to the extent that they are so conferred upon the Corporation Counsel, and the District Attorney shall be relieved of the responsibility for performing such powers or duties. Opinions of the Corporation Counsel on all such matters shall have the same force and effect as opinions of the District Attorney. (R10-6-7; amd. 1982 Code)

¹See Titles 4 and 5 of this Code.

SIGNED: PERSONNEL AND LABOR RELATIONS COMMITTEE:

Art Carter, Chair Jerry Guth, Vice-Chair
Herb Hanson Harvey Mandel
Kristi Leonard Erica Roth
Richard Thoman

Motion by Mandel, seconded by Withee to approve Ordinance 21-0901. Motion by Guth, seconded by Thoman to amend Ordinance 21-0901 to retain Section 1-6-6-1, paragraphs 3-5. Motion carried by a unanimous voice vote. Motion to approve Ordinance 21-0901 as amended carried by a unanimous voice vote.

RESOLUTION NO. 9-1-21
RESOLUTION AWARDING THE SALE OF \$2,435,000 GENERAL
OBLIGATION PROMISSORY NOTES, SERIES 2021A

WHEREAS, on August 13, 2019, the County Board of Supervisors of Green County, Wisconsin (the "County") adopted, by a vote of at least 3/4 of the members-elect, an initial resolution (the "Initial Resolution") authorizing the issuance of general obligation bonds in an amount not to exceed \$11,485,000 for the purpose of financing capital projects, consisting of installation of a chiller and related energy efficiency projects at Pleasant View Nursing Home; acquisition of equipment for and installation of a new County-wide public safety radio system; and installation of a new roof, a chiller and a fire suppressant system and maintenance and repairs to equipment and buildings at the Courthouse and Justice Center;

WHEREAS, the County has previously issued \$9,050,000 aggregate principal amount of general obligation bonds and promissory notes authorized by the Initial Resolution;

WHEREAS, on August 10, 2021, the County Board of Supervisors of the County also adopted a resolution (the "Set Sale Resolution") providing that additional general obligation bonds or promissory notes authorized by the Initial Resolution be issued and sold for the purpose of paying costs of projects at the Courthouse and Justice Center (the "Projects");

WHEREAS, the County Board of Supervisors now deems it necessary, desirable and in the best interest of the County that general obligation promissory notes authorized by the Initial Resolution (the "Notes") be issued in the aggregate principal amount of \$2,435,000 to finance the Projects;

WHEREAS, none of the proceeds of the Notes shall be used to fund the operating expenses of the general fund of the County or to fund the operating expenses of any special revenue fund of the County that is supported by the property taxes;

WHEREAS, pursuant to the Set Sale Resolution, the County has directed PFM Financial Advisors LLC ("PFM") to take the steps necessary to sell the Notes to pay the cost of the Projects;

WHEREAS, PFM, in consultation with the officials of the County, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on September 14, 2021;

WHEREAS, the County Clerk (in consultation with PFM) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on September 14, 2021;

WHEREAS, the County has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the County. PFM has recommended that the County accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of the County that:

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The County Board of Supervisors hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Official Notice of Sale and any other offering materials prepared and circulated by PFM are hereby ratified and approved in all respects. All actions taken by officers of the County and PFM in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Projects, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TWO MILLION FOUR HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$2,435,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal (as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein), plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to execute an acceptance of the Proposal on behalf of the County. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2021A"; shall be issued in the aggregate principal amount of \$2,435,000; shall be dated October 6, 2021; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on June 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2022. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes are not subject to optional redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years 2021 through 2030 for the payments due in the years 2022 through 2031 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the County shall be and continue 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 Notes, said tax shall be, from year to year, carried onto the tax roll of the County and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the County for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the County then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the County, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the County may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2021A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the County above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes 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 or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the County, unless the County Board of Supervisors directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the County and disbursed solely for the purpose or purposes for which borrowed. In no event shall monies in the Borrowed Money Fund be used to fund operating expenses of the general fund of the County or of any special revenue fund of the County that is supported by property taxes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the County, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the

Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The County represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The County further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The County further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The County Clerk or other officer of the County charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the County certifying that the County can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The County also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the County will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the County's Finance Director (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Notes. The County shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly

executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Chairperson and County Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The County shall cooperate in any such transfer, and the Chairperson and County Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the County at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the County Clerk or other authorized representative of the County is authorized and directed to execute and deliver to DTC on behalf of the County to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the County Clerk's office.

Section 16. Official Statement. The County Board of Supervisors hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the County in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate County official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The County Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The County hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the County to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Chairperson and County Clerk, or other officer of the County charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County's Undertaking.

Section 18. Record Book. The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "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 Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the County are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and County Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

19	Part of the City of Brodhead, 1137	1137
20	Part of the City of Brodhead, 916	
	Part of the Town of Decatur, 222	1138
21	Town of Washington, 842	
	Part of the Town of Mt Pleasant, 450	1292
22	Village of Monticello, 1192	1192
23	Village of Albany, 1096	
	Part of the Town of Albany, 225	1321
24	Part of the Town of Albany, 964	
	Part of the Town of Brooklyn, 165	1129
25	Part of the Town of York, 652	
	Part of the Town of New Glarus, 601	1253
26	Part of the Town of New Glarus, 792	
	Part of the Town of Exeter, 472	1264
27	Part of the Village of New Glarus, 1136	1136
28	Part of the Village of New Glarus, 1130	1130
29	Part of the Town of Exeter, 955	
	Part of the Town of Brooklyn, 177	1132
30	Part of the Town of Exeter, 729	
	Village of Belleville, 582	1311
31	Part of the Town of Brooklyn, 766	
	Village of Brooklyn, 498	1264

BE IT FURTHER RESOLVED, that the County Clerk be instructed and authorized to prepare copies of the tentative adopted plan and submit the plan to each Green County municipality for their consideration.

SIGNED: REAPPORTIONING COMMITTEE:

Arthur Carter	Linda Boll
Michael Furgal	Alex Lonien
Harvey Mandel	Erica Roth

Motion by Roth, seconded by Furgal to approve Resolution 9-2-21. Motion carried by a unanimous voice vote.

RESOLUTION 9-3-21

RESOLUTION INSTITUTING A FACE COVERING REQUIREMENT FOR COUNTY STAFF AND VISITORS IN COUNTY FACILITIES

WHEREAS, on July 27, 2021, the CDC updated its guidance regarding when face coverings should be worn indoors, including by those vaccinated against COVID-19; and

WHEREAS, consistent with that guidance, the Green County Public Health Department on August 10, 2021, updated its guidance recommending that everyone again wear masks when indoors to control the increasing spread of the COVID-19 Delta variant as COVID-19 transmission in Green County increased to the “substantial” level per the CDC; and

WHEREAS, on August 13, 2021, the COVID-19 transmission level in Green County increased to “high” per the CDC; and

WHEREAS, as of September 1, 2021, 63.6% of the eligible population and 54.9% of the total population of Green County residents had completed the COVID-19 vaccines series; and

WHEREAS, as an employer, Green County has an obligation under s. 101.11, Wis. Stats., to provide a “safe workplace,” including that “no...employer shall fail or neglect to do every other thing reasonably necessary to protect the life, health, safety or welfare of such employees and frequenters”; and

WHEREAS, when employees are required to isolate and or quarantine due to COVID-19 disease the county may experience a decrease in services provided, productivity, and revenues, and a potential increase in costs; and

NOW, THEREFORE, BE IT RESOLVED by the Green County Board of Supervisors, in legal session assembled, that the board does hereby, effective September 15, 2021, institute a face covering requirement for all County staff and visitors to County facilities. The current employee face

covering policy outlining the specific requirements for employees that was approved by the Personnel and Labor Relations Committee on August 25, 2021, remains in full force and effect and may be modified from time to time by that Committee based on updated CDC guidelines or other relevant authority and without further action by the Board; and

BE IT FURTHER RESOLVED, this policy will remain in place until there have been two consecutive weeks where Green County has been categorized as having “moderate” or “low” community transmission per CDC’s data tracker, as determined by the Green County Public Health Department, unless the Green County Public Health Department no longer recommends that all individuals wear masks indoors or the County Board takes action either to end or extend this policy sooner.

SIGNED: GREEN COUNTY HEALTH COMMITTEE:

Harvey W. Kubly, Chair Samuel Beuschel
Vicki Evenson Barbara Krattiger
Beth Luchsinger Julio Rodriguez
Joan Winn Rufenacht

Motion by Luchsinger, seconded by Kubly to approve Resolution 9-3-21. Motion by Guth, seconded by Hoesly to amend Resolution 9-3-21 as follows: “The current employee face covering policy outlining the specific requirements for employees that was approved by the Personnel and Labor Relations Committee on August 25, 2021, remains in full force and effect and may be modified from time to time by that Committee based on updated CDC guidelines or other relevant authority and without further action by the Board; and.” Motion carried by a unanimous voice vote. Motion carried to approve Resolution 9-3-21 as amended with 24 ayes and 4 nays being Borowski, Hartwig, Thoman and Williams.

RESOLUTION 9-4-21

Resolution Awarding Contract in Excess of \$75,000

WHEREAS, County Code Section 1-11-2, entitled COUNTY PURCHASES AND CONTRACTS, provides for review, approval and execution of all county contracts and purchases necessary to carry out approved budget operations; and

WHEREAS, Section 1-11-2(A)(3) states: Cost or price in excess of seventy-five thousand dollars (\$75,000.00), recommendation by the appropriate department head and the supervisory committee to the full County Board and approval by the full Board before the purchase is made. Execution of the contract documents shall be by the Green County Board Chair and the appropriate committee chair, after the document has been reviewed by the Green County Corporation Counsel; and

NOW, THEREFORE, BE IT RESOLVED by the Green County Board of Supervisors, in legal session assembled, that the Board approve the recommendation of the Pleasant View Nursing Home Oversight Committee for the contracting of engineering and construction for the Pleasant View Nursing Home Building Renovation:

Delta 3 Engineering, Inc	Engineering Services Contract	\$130,150
CG Schmidt	Facility Renovation	\$2,710,349

SIGNED: PLEASANT VIEW NURSING HOME OVERSIGHT COMMITTEE

Herb Hanson, Chair John Bernstein
Linda Boll Gary Neuenschwander
Joan Winn Rufenacht

REVIEWED AND APPROVED BY:

Herb Hanson, Chair	Arthur Carter	Brian Bucholtz
PVNH Committee	County Board Chair	Corporation Counsel

Motion by Hanson, seconded by Snow to approve Resolution 9-4-21. Motion carried by a unanimous voice vote.

County Clerk Arianna Voegeli distributed a Green County Library Board Fast Facts Sheet and announced that County Board will be held October 19, 2021.

There were no travel requests for the board’s consideration.

Motion by Guth, seconded by Hanson to appoint Bill Peterson from Colony Brands and Bill Trow from the Albany School District to the Ad Hoc Broadband committee and to appoint Kara Schulte to

fill the unexpired term of Emily Zarling ending on the third Tuesday in April, 2022. Motion carried by a unanimous voice vote.

Motion by Borowski, seconded by Withee to adjourn at 8:45 p.m. Motion carried by a unanimous voice vote.

STATE OF WISCONSIN)

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COUNTY OF GREEN)

I, Arianna L. Voegeli, County Clerk, in and for said County, do hereby certify that the above and foregoing is a true and correct copy of the proceedings of the County Board of Supervisors of Green County, Wisconsin, on their meeting of September 14, 2021, A.D.

Arianna L. Voegeli
Green County Clerk