## **ROCK COUNTY, WISCONSIN**

NOTE: This is a Teleconference



# FINANCE COMMITTEE THURSDAY – FEBRUARY 25, 2021 - 5:00 P.M. CALL: 1-312-626-6799 MEETING ID: 820 4499 3487

PASSCODE: 603236

## Join Zoom Meeting

https://us02web.zoom.us/j/82044993487?pwd=a3VoemhNb3BtUFpBVXI1OU5NZXMzZz09

Meeting ID: 820 4499 3487

Passcode: 603236 One tap mobile

+13126266799,,82044993487#,,,,\*603236# US (Chicago)

+19292056099,,82044993487#,,,,\*603236# US (New York)

## Dial by your location

- +1 312 626 6799 US (Chicago)
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 669 900 6833 US (San Jose)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)

Meeting ID: 820 4499 3487

Passcode: 603236

Find your local number: https://us02web.zoom.us/u/kbZx5dESai

Join by Skype for Business

https://us02web.zoom.us/skype/82044993487

If you are interested in providing public comments on items on this agenda, you must submit your comments by noon on Thursday, February 25, 2021. To submit a public comment use the following email: vanzandt@co.rock.wi.us.

## Join from a telephone:

- On your phone, dial the phone number provided above
- Enter the meeting ID number when prompted, using your dial-pad.
- Please note that long-distance charges may apply. This is not a toll-free number.
- > Supervisors: Please identify yourself by name
- Please mute your phone when you are not speaking to minimize background noises
- We are new at holding meetings this way, so please be patient

Instructions for the hearing impaired –

https://support.zoom.us/hc/en-us/articles/207279736-Getting-started-with-closed-captioning

## FINANCE COMMITTEE THURSDAY – FEBRUARY 25, 2021 - 5:00 P.M.

## **AGENDA**

- 1. Call to Order
- 2. Approval of Agenda
- 3. Citizen Participation, Communications and Announcements
- 4. Approval of Minutes February 11, 2021
- 5. Transfers and Appropriations
- 6. Resolutions and Committee Endorsements
  - A. Resolution Awarding the Sale of \$22,610,000 General Obligation Human Services Building Bonds: Providing the Form of Bonds; and Levying a Tax in Connection Therewith
  - B. Resolution Authorizing the Issuance and Awarding the Sale of \$17,255,000\*\* Taxable General Obligation Refunding Bonds; Providing the Form of the Bonds; and Levying a Tax in Connection Therewith
  - C. Resolution Authorizing the Issuance and Awarding the Sale of \$6,485,000 General Obligation Promissory Notes; Providing the Form of the Notes; and Levying a Tax in Connection Therewith
  - D. Awarding Contract for New Gate and Opener at Southern Wisconsin Regional Airport and Amending the Southern Wisconsin Regional Airport Board Budget
  - E. Accepting NG9-1-1 Reimbursement Grant, Approving Purchase of Eventide NEXLOG-740DX Logging Recorder Systems and Amending the 2021 Budget
  - F. Amending the 2021 HSD Budget and Creating 1.0 FTE HS Supervisor I, 1.0 FTE HS Professional Lead Worker, 3.0 FTE HS Professional and 1.0 Administrative Assistant Positions to Meet Waitlist Elimination Requirements in the Children's Long Term Support Program
  - G. Providing Additional Compensation and Incentives to Rock Haven Staff, Improving Recruitment Activities, Investigating the Work Environment and Amending the 2021 Budget
- 7. Update, Discussion and Possible Action
  - A. Request for Authorization to Purchase Cisco Equipment
  - B. Request for Authorization to Purchase Toughbooks
- 8. Adjournment

The County of Rock will provide reasonable accommodations to people with disabilities. Please contact us at 608-757-5510 or e-mail <a href="mailto:countyadmin@co.rock.wi.us">countyadmin@co.rock.wi.us</a> at least 48 hours prior to a public meeting to discuss any accommodations that may be necessary.



## FINANCE COMMITTEE Minutes – February 11, 2021

<u>Call to Order</u>. Chair Mawhinney called the meeting of the Finance Committee to order at 5:00 P.M. on Thursday, February 11, 2021, via teleconference.

<u>Committee Members Present.</u> Supervisors Mawhinney, Aegerter, Fox, Richard Bostwick and Davis

**Committee Members Excused**: None.

<u>Staff Members Present</u>. Sherry Oja, Finance Director; Josh Smith, County Administrator; Randy Terronez, Assistant to County Administrator; Richard Greenlee, Corporation Counsel; Lisa Tollefson, County Clerk; Michelle Roettger, County Treasurer; Brent Sutherland, Facilities Management Director; Terri Carlson, Risk Manager; Dara Mosley, IT Deputy Director; Linda Hardie, Nutrition Program Supervisor; Paula Schutt, Director of Council on Aging; Michelle Schultz, Real Property Lister; and Sandy Disrud, Register of Deeds.

<u>Others Present</u>: Kathleen Walters, Senior Managing Consultant, PFM Asset Management.

<u>Approval of Agenda</u>. Supervisor Fox moved approval of the agenda, second by Supervisor Davis. ADOPTED.

Citizen Participation, Communications and Announcements. None.

<u>Approval of Minutes – January 28, 2021.</u> Supervisor Davis moved approval of the minutes of January 28, 2021, second by Supervisor Fox. ADOPTED.

**Report from PFM Asset Management.** Ms. Walters shared her report with the committee. (attached)

**Transfers and Appropriations**. None.

**Review of Payments.** The committee accepted the reports.

Review of Payments Over \$10,000. The committee accepted the report.

<u>Committee Review and Approval of Per Meeting Allowances.</u> Supervisor Bostwick moved to approve the per meeting allowances of \$11,750.34, second by Supervisor Davis. ADOPTED on the following vote: AYES-Supervisors Aegerter, Bostwick, Davis and Mawhinney. NO- Supervisor Fox.

## **Resolutions and Committee Endorsements.**

## Accepting the 2021 EPCRA Planning Grant and Approving the 2021 Local Emergency Planning Committee Budget

S 20	NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this day of 2021, accepts the 021 EPCRA Planning Grant award and approves the 2021 Local Emergency Planning Committee Budget as follows:
S ADOPTI	Supervisor Fox moved approval of the above resolution, second by Supervisor Davis. ED.
	Creating a 1.0 FTE Nutrition Program Assistant for the Council on Aging Nutrition Program and Amending the 2021 Council on Aging Budget
S <sup>a</sup>	NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of supervisors duly assembled this day of, 2021 does hereby uthorize creation of a 1.0 FTE Nutrition Program Assistant within the Council in Aging.
	<b>BE IT FURTHER RESOLVED</b> that the Council on Aging 2021 budget be mended as follow:
	"
	supervisor Davis moved approval of the above resolution, second by Supervisor ADOPTED.
<u>A</u>	Authorizing Purchase from AVI-Midwest
S <sup>r</sup>	NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this day of, 2021 to authorize the surchase of Audio / Visual Equipment from AVI-Midwest for an amount not to exceed \$70,000."
S Adopti	Supervisor Fox moved approval of the above resolution, second by Supervisor Davis. ED.

Accepting 2021 Wisconsin Land Information Program Strategic Initiative Grant

Funds and Amending the 2021 Land Records Budget

	NOW, THEREFORE, BE IT RESOL		<u> </u>	
	Supervisors duly assembled this		_, 2021 to authorize	
th	he acceptance of \$50,000 of WLIP grant for	unds; and,		
	BE IT FURTHER RESOLVED, that mended as follows:	the 2021 Land l	Records budget be	
	"			
	Supervisor Davis moved approval of the ak. ADOPTED.	above resolution, s	econd by Supervisor	
<u>U</u>	Jpdate, Discussion and Possible Action	None.		
	Adjournment. Supervisor Bostwick m for Fox. ADOPTED.	oved adjournment	at 5:28 P.M., second l	by
Respectf	fully submitted,			
Tracey V HR Secre	/anZandt etary			

NOT OFFICIAL UNTIL APPROVED BY COMMITTEE.



## **ROCK COUNTY CORE**

## Investment Performance Review For the Quarter Ended December 31, 2020

Client Management Team		PFM Asset Management LLC
Kathleen Walters, Senior Managing Consultant	115 South 84th Street	213 Market Street
Michael P. Downs, Portfolio Manager	Milwaukee, WI 53214	Harrisburg, PA 17101-2141
Amber Cannegieter, Key Account Manager	414-847-5585	717-232-2723
Matthew Hanigan, Senior Managing Consultant		

## Markets Weigh Massive Policy Support Against Economic Challenges

## Coronavirus

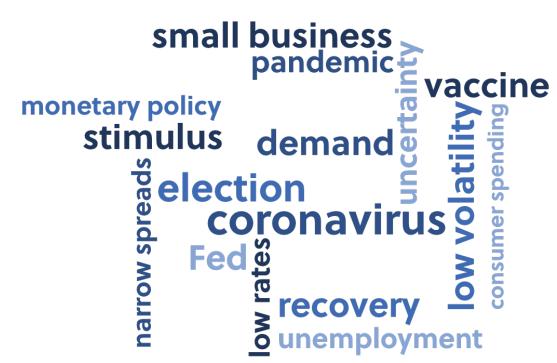
- Resurgence in fourth quarter due to colder weather
- Initial distribution of vaccines

## Economy

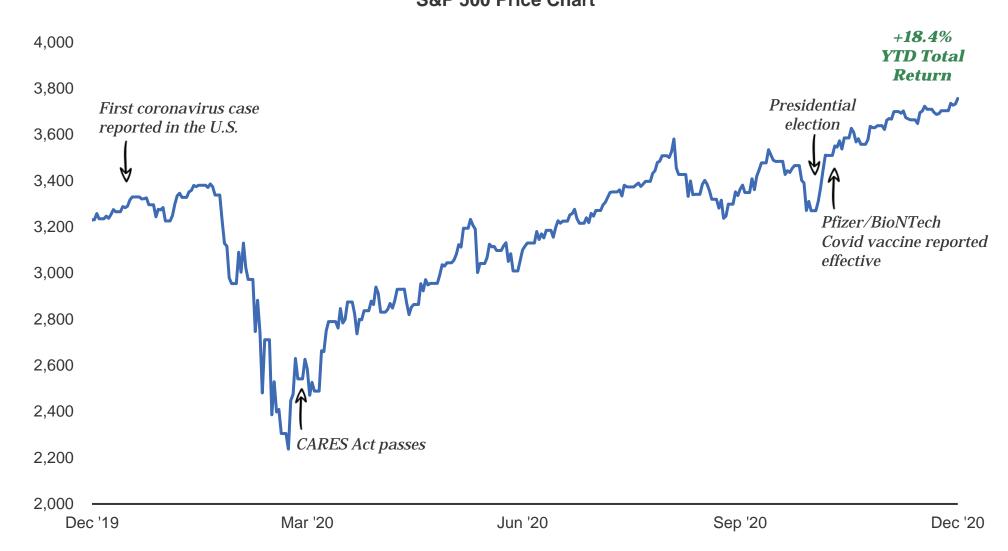
- Recovery continues
- Big business built liquidity cushion
- Consumers generally in good shape to drive future spending
- Impact of pandemic not felt evenly

## Markets

- Markets rally after presidential election
- Fed committed to strong accommodation
- Additional fiscal stimulus on the way

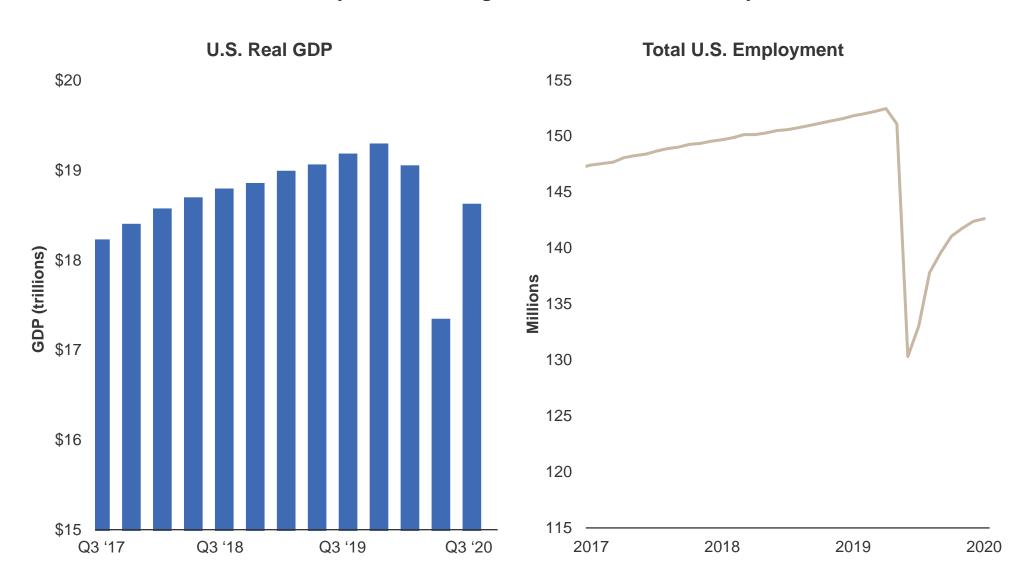


## Equities Rise to Record High on Vaccine News and Passing of New Stimulus S&P 500 Price Chart



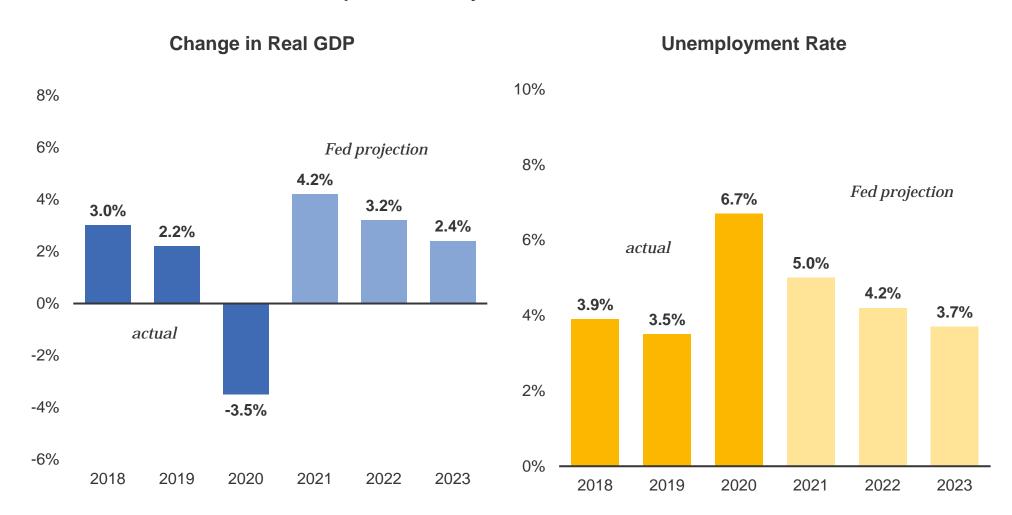
Source: Bloomberg, as of 12/31/2020.

## **Economy Still Has a Long Road Ahead to Full Recovery**



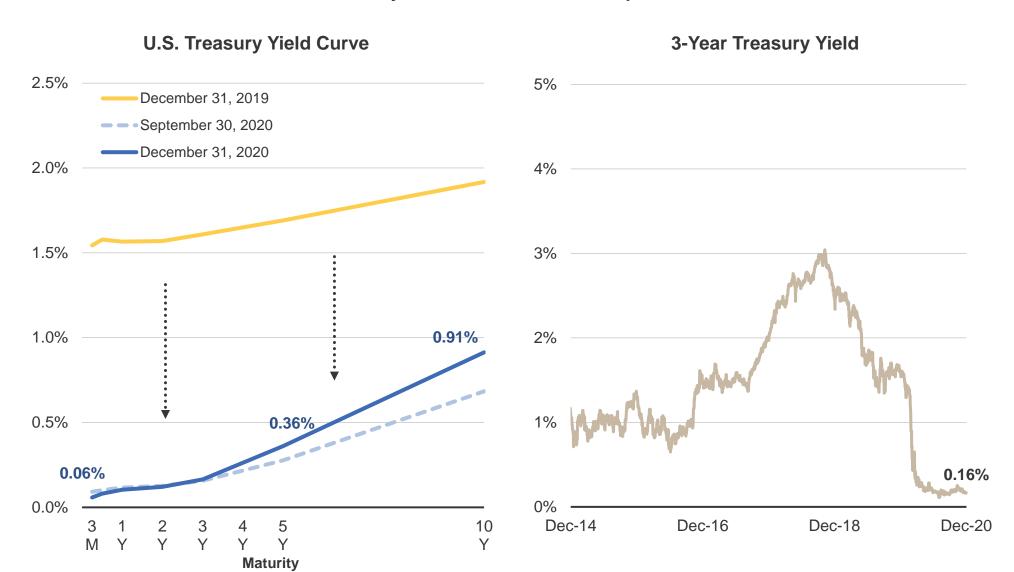
Source: Bloomberg, latest available data as of 12/30/2020. Total U.S. Employment is total non-farm payrolls.

## Fed Expects Economy to Recover Further in 2021



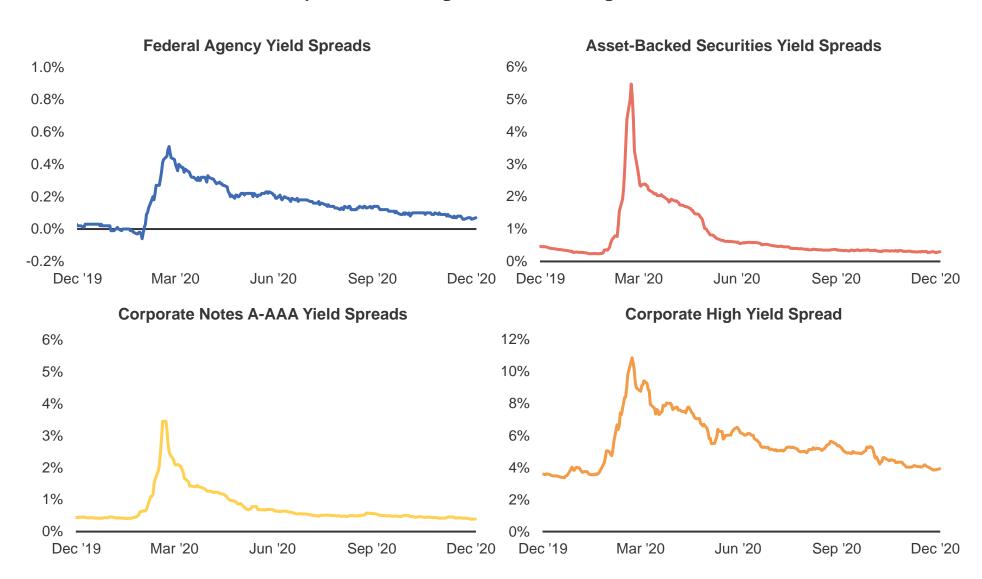
Source: Federal Reserve, economic projections as of December 2020.

## Short Rates Were Steady, but the Yield Curve Steepened in Fourth Quarter



Source: Bloomberg as of 12/31/2020.

## **Yield Spread Narrowing Continued During Fourth Quarter**

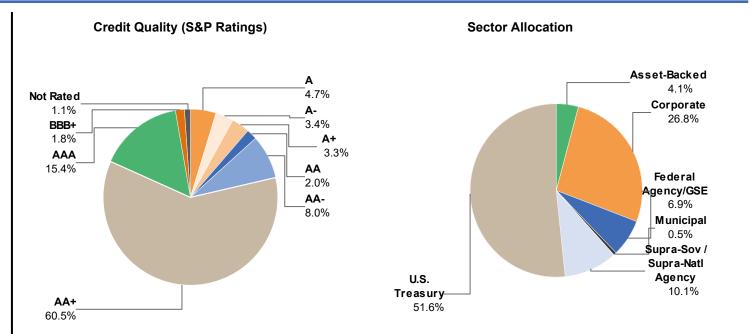


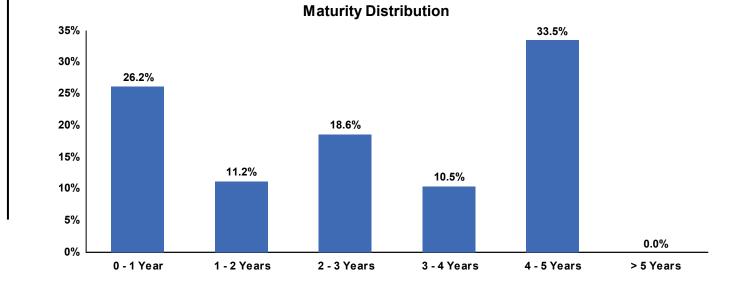
Source: ICE BofAML 1-5 year Indices via Bloomberg, MarketAxess and PFM as of 12/31/2020. Spreads on ABS and MBS are option-adjusted spreads of 0-5 year indices based on weighted average life; spreads on agencies are relative to comparable maturity Treasuries. CMBS is Commercial Mortgage-Backed Securities.

## **Portfolio Statistics**

As of December 31, 2020

Par Value:	\$29,201,443
Total Market Value:	\$30,641,082
Security Market Value:	\$30,243,809
Accrued Interest:	\$141,602
Cash:	\$255,671
Amortized Cost:	\$29,116,768
Yield at Market:	0.40%
Yield at Cost:	2.06%
Effective Duration:	2.44 Years
Average Maturity:	2.61 Years
Average Credit: *	AA

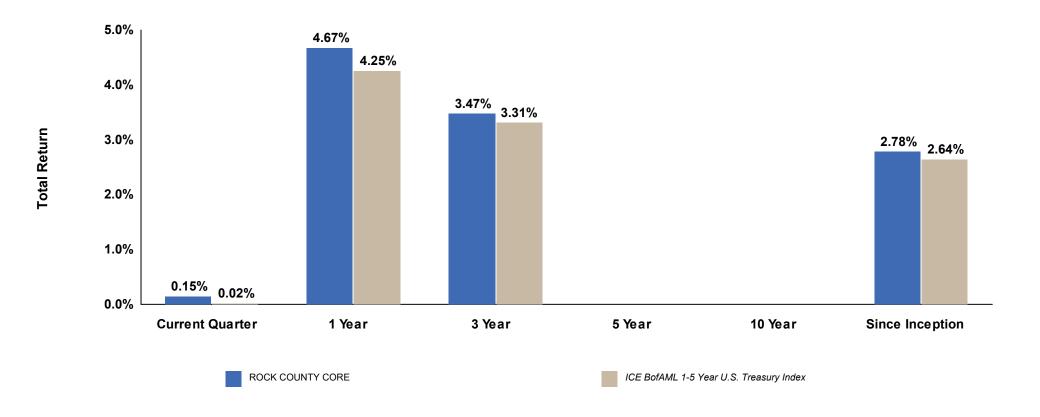




<sup>\*</sup> An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio.

## **Portfolio Performance (Total Return)**

					Annualized	l Return	
Portfolio/Benchmark	Effective Duration	Current Quarter	1 Year	3 Year	5 Year	10 Year	Since Inception (12/31/16)
ROCK COUNTY CORE	2.44	0.15%	4.67%	3.47%	-	-	2.78%
ICE BofAML 1-5 Year U.S. Treasury Index	2.59	0.02%	4.25%	3.31%	-	-	2.64%
Difference		0.13%	0.42%	0.16%	-	-	0.14%



Portfolio performance is gross of fees unless otherwise indicated.

ROCK COUNTY CORE Appendix

#### IMPORTANT DISCLOSURES

This material is based on information obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some, but not all of which, are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.

- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv, Bloomberg,
  or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield based matrix system to arrive at an estimated
  market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

ROCK COUNTY CORE Appendix

### **GLOSSARY**

- ACCRUED INTEREST: Interest that is due on a bond or other fixed income security since the last interest payment was made.
- AGENCIES: Federal agency securities and/or Government-sponsored enterprises.
- AMORTIZED COST: The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase
  date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized
  on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- BANKERS' ACCEPTANCE: A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the
  insurer.
- COMMERCIAL PAPER: An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- CONTRIBUTION TO DURATION: Represents each sector or maturity range's relative contribution to the overall duration of the portfolio measured as a percentage weighting. Since duration is a key measure of interest rate sensitivity, the contribution to duration measures the relative amount or contribution of that sector or maturity range to the total rate sensitivity of the portfolio.
- EFFECTIVE DURATION: A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **EFFECTIVE YIELD:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- FDIC: Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- INTEREST RATE: Interest per year divided by principal amount and expressed as a percentage.
- MARKET VALUE: The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.
- NEGOTIABLE CERTIFICATES OF DEPOSIT: A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- PAR VALUE: The nominal dollar face amount of a security.
- PASS THROUGH SECURITY: A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the
  mortgage-backed security.

ROCK COUNTY CORE Appendix

### **GLOSSARY**

- REPURCHASE AGREEMENTS: A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- **SETTLE DATE:** The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- TRADE DATE: The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- UNSETTLED TRADE: A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- U.S. TREASURY: The department of the U.S. government that issues Treasury securities.
- YIELD: The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- YTM AT COST: The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- YTM AT MARKET: The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.

RES # 21-2B-196 11.D(1)

## RESOLUTION AWARDING THE SALE OF \$22,610,000 GENERAL OBLIGATION HUMAN SERVICES BUILDING BONDS; PROVIDING THE FORM OF THE BONDS; AND LEVYING A TAX IN CONNECTION THEREWITH

WHEREAS, on August 13, 2020, the County Board of Rock County, Wisconsin (the "County") adopted a resolution entitled: "Initial Resolution Authorizing General Obligation Bonds and/or Notes in an Amount Not to Exceed \$22,610,000" (the "Authorizing Resolution") which authorized the issuance and sale of general obligation bonds and/or notes for the purpose of paying the cost of renovating a county-owned building to house the Human Services Resource Center (the "Project");

WHEREAS, pursuant to the Authorizing Resolution, the Finance Director (in consultation with the County's financial advisor) caused an Official Notice of Sale to be distributed, offering the aforesaid general obligation bonds for public sale on February 25, 2021; and

WHEREAS, sealed bid proposals were received as summarized on Exhibit C attached
hereto; and
WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by,, 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.
A copy of said bid is attached hereto as <u>Exhibit A</u> and incorporated herein by this reference.
NOW, THEREFORE, BE IT RESOLVED by the County Board of the County that:
Section 1. Award of the Bonds. The bid proposal of,
the "Purchaser") is hereby accepted, said proposal offering to purchase
the TWENTY-TWO MILLION SIX HUNDRED TEN THOUSAND DOLLARS (\$22,610,000)
General Obligation Human Services Building Bonds (the "Bonds") for the sum of
DOLLARS (\$), plus accrued
interest to the date of delivery resulting in a net interest cost of
DOLLARS (\$) and a
true interest rate of%.
Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation
Human Services Building Bonds"; shall be dated March 23, 2021; shall be in the denomination

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Human Services Building Bonds"; shall be dated March 23, 2021; shall be in the denomination of \$5,000 or any integral multiple thereof; shall bear interest at the rates per annum and mature on September 1 of each year, in the years and principal amounts as set forth in the Pricing Summary attached hereto as Exhibit D and incorporated herein by this reference. Interest is payable semi-annually on September 1 and March 1 of each year commencing March 1, 2022. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit E and incorporated herein by this reference (the "Schedule").

11.D(2)

Section 3. Designation of Purchaser as Agent. The County hereby designates the Purchaser as its agent for purposes of distributing the Final Official Statement relating to the Bonds to any participating underwriter in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

Section 4. Redemption Provisions. At the option of the County, the Bonds maturing on September 1, 2032 and thereafter shall be subject to redemption prior to maturity on September 1, 2031 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, from maturities selected by the County and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

<u>Section 5. Form of the Bonds</u>. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as <u>Exhibit B</u> and incorporated herein by this reference.

Section 6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged and a direct annual irrepealable tax is hereby levied upon all taxable property of the County. Said direct annual irrepealable tax shall be levied in the years 2021 through 2039 for payments due in 2022 through 2040 in the amounts as set forth on the Schedule.

The aforesaid direct annual irrepealable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the County levied in said years are collected. So long as any part of the principal of or interest on the Bonds remains unpaid, the tax herein above levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created herein, including any capitalized interest funded with proceeds of the Bonds.

Section 7. Debt Service Fund Account. There is hereby established in the County treasury a fund account separate and distinct from every other County fund or account designated "Debt Service Fund Account for \$22,610,000 Rock County General Obligation Human Services Building Bonds dated March 23, 2021." There shall be deposited in said fund account any premium plus accrued interest paid on the Bonds at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Bonds when the same shall become due and to retire the Bonds at their respective maturity dates. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Bonds and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

Section 8. Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and be disbursed solely for the purposes for which borrowed or for the payment for the principal of and the interest on the Bonds.

11.D(3)

Section 9. Arbitrage Covenant. The County shall not take any action with respect to the Bond Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Bonds (the "Closing"), would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and any income tax regulations promulgated thereunder (the "Regulations").

The Bond Proceeds may be temporarily invested in legal investments until needed, provided however, that the County hereby covenants and agrees that so long as the Bonds remain outstanding, moneys on deposit in any fund or account created or maintained in connection with the Bonds, whether such moneys were derived from the Bond Proceeds or from any other source, will not be used or invested in a manner which would cause the Bonds to be "arbitrage bonds" within the meaning of the Code or Regulations.

The County Clerk, or other officer of the County charged with responsibility for issuing the Bonds, shall provide an appropriate certificate of the County, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the County regarding the amount and use of the Bond Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 10. Additional Tax Covenants; Exemption from Rebate. The County hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Bonds) to assure that the Bonds are obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout their term. The County Clerk or other officer of the County charged with the responsibility of issuing the Bonds, shall provide an appropriate certificate of the County as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the County to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Bonds will continue to be obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

The County anticipates that the Bonds will qualify for the two year expenditure exemption from the rebate requirements of the Code. The County Clerk or other officer of the County charged with the responsibility of issuing the Bonds, shall provide an appropriate certificate of the County as of the Closing, for inclusion in the transcript of proceedings, with respect to said exemption from the rebate requirements, and said County Clerk or other officer is hereby authorized to make any election on behalf of the County in order to comply with the rebate requirements of the Code. If, for any reason, the County did not qualify for any exemption from the rebate requirements of the Code, the County covenants that it would take all necessary steps to comply with such requirements.

11.D(4)

Section 11. Persons Treated as Owners; Transfer of Bonds. The County Clerk shall keep books for the registration and for the transfer of the Bonds. The person in whose name any Bond 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 Bond 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 Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the County Clerk, 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 County Clerk shall deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the County Clerk shall record the name of each transferee in the registration book. No registration shall be made to bearer. The County Clerk shall cancel any Bond surrendered for transfer.

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

The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds. Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the County maintained by the County Clerk at the close of business on the corresponding record date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only-System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County has heretofore agreed to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representation and an official of the County has executed such Letter of Representation and delivered it to the DTC on behalf of the County.

Section 13. Official Statement. The County Board hereby approves the Preliminary Official Statement with respect to the Bonds 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 Closing, the appropriate County official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The appropriate County official shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 14. Execution of the Bonds. The Bonds shall be issued in typewritten form, one Bond for each maturity, executed on behalf of the County by the manual or facsimile signatures of the County Board Chairperson and County Clerk (except that one of the foregoing signatures shall be manual), sealed with its official or corporate seal, if any, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Bonds shall cease

11.D(5)

to be such officers before the delivery of the Bonds, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

<u>Section 15. Payment of the Bonds</u>. The principal of and interest on the Bonds shall be paid by the County Treasurer or his or her agent in lawful money of the United States.

Section 16. Continuing Disclosure. The County hereby covenants and agrees that it will comply with and carry out all of the provisions of its Continuing Disclosure Certificate, which the County will execute and deliver on the Closing Date. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this Section.

Section 17. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted this 25<sup>th</sup> day of February, 2021.

	Richard Bostwick County Board Chairperson	
ATTEST:		
Lisa Tollefson County Clerk	(SEA	Τ \

## **EXHIBIT B**

(Form of Bond)

LINITED STATES OF AMERICA

	CIVILED STITLES OF THINEIR	J1 1			
REGISTERED	STATE OF WISCONSIN				
NO. R-	ROCK COUNTY				
GENERAL	OBLIGATION HUMAN SERVICES	BUILDING BO	ND		
MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:		
MARCH 1, 20	MARCH 23, 2021	%	772028		
DEPOSITORY OR ITS N	NOMINEE NAME: CEDE & CO.				
PRINCIPAL AMOUNT:	(\$)	DOI	LLARS		

KNOW ALL MEN BY THESE PRESENTS, that Rock County, Wisconsin (the "County"), hereby acknowledges itself to owe and for value received promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on March 1 and September 1 of each year commencing March 1, 2022 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable in lawful money of the United States. The principal of this Bond shall be payable only upon presentation and surrender of the Bond at the office of the County Clerk or Treasurer. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the County Clerk or Treasurer at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date").

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$22,610,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Chapter 67, Wisconsin Statutes, for the purpose of paying the cost of renovating a county-owned building to house the Human Services Resource Center, all as authorized by resolutions of the County Board duly adopted by said governing body at meetings held on August 13, 2020 and February 25, 2021. Said resolutions are recorded in the official minutes of the County Board for said dates.

11.D(7)

At the option of the County, the Bonds maturing on March 1, 2032 and thereafter are subject to redemption prior to maturity on March 1, 2031 or on any date thereafter. Said Bonds are redeemable as a whole or in part, from maturities selected by the County and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, or overnight express delivery, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Depository receives the notice. The Bonds shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the County kept for that purpose at the office of the County Clerk or Treasurer. In the event that the Depository does not continue to act as depository for the Bonds, and the County Board appoints another depository, new fully registered Bonds in the same aggregate principal amount shall be issued to the new depository upon surrender of the Bonds to the County Clerk or Treasurer, in exchange therefor and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The County Clerk or Treasurer shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The County may treat and consider the Depository 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 redemption price hereof and interest due hereon and for all other purposes whatsoever.

11.D(8)

IN WITNESS WHEREOF, Rock County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the signatures of its duly qualified County Board Chairperson and County Clerk; and to be sealed with its official or corporate seal, if any, all as of the  $23^{\rm rd}$  day of March, 2020.

	ROCK COUNTY, WISCONSIN	
	By:	
(SEAL)	County Board Chairperson	
	$\mathbf{R}_{\mathbf{V}}$	
	By: Lisa Tollefson, County Clerk	

## ASSIGNMENT

FOR VALUE RECEIVED, the unders	igned sells, assigns and transfers unto
(Name and Ac	ddress of Assignee)
(Social Security or other L	dentifying Number of Assignee)
the within Bond and all rights thereunder and	hereby irrevocably constitutes and appoints to transfer said Bond on the books kept for
Dated:	
Signature Guaranteed:	
(e.g. Bank, Trust Company or Securities Firm)	(Depository or its Nominee Name)
(Authorized Officer)	NOTICE: The above-named Depository or its Nominee Name 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.

RESOLUTION AWARDING THE SALE OF \$22,610,000 GENERAL OBLIGATION HUMAN SERVICES BUILDING BONDS; PROVIDING THE FORM OF THE NOTES; AND LEVYING A TAX IN CONNECTION THEREWITH.

Finance Committee	
Mary Mawhinney, Chair	Richard Bostwick
Wes Davis, Vice Chair	Brent Fox
Stephanie Aegerter	
FISCAL NOTE:	
redeemed over a 19.5 year period con	ng of \$22,610,000 in General Obligation Promissory Bonds to be mmencing March 1, 2022 (interest only) with the last principal 40. The proceeds are to be used for renovation of the building at
/s/Sherry Oja	
Sherry Oja Finance Director	
LEGAL NOTE:	
Chapter 67, Wis Stats., provides the a been determined to be proper by counse	uthorization for the action proposed in this resolution which has I retained for this purpose.
/s/Richard Greenlee	
Richard Greenlee Corporation Counsel	
ADMINISTRATIVE NOTE:	
Recommended.	
/s/Josh Smith	
Josh Smith County Administrator	

RES. No. 21-2B-197 11.E(1)

# RESOLUTION AUTHORIZING THE ISSUANCE AND AWARDING THE SALE OF \$17,255,000\*\* TAXABLE GENERAL OBLIGATION REFUNDING BONDS; PROVIDING THE FORM OF THE BONDS; AND LEVYING A TAX IN CONNECTION THEREWITH

WHEREAS, it is necessary that funds be raised by Rock County, Wisconsin (the "Issuer") for the purpose of paying the cost of refinancing certain of its outstanding obligations, to wit: the callable portions of the Issuer's \$22,000,000 General Obligation Bonds (Rock Haven Project), Series 2011B, dated November 16, 2011 (the "2011 Bonds") and \$6,040,000 General Obligation Promissory Notes, dated September 26, 2013 (the "2013 Notes" and together with the 2011 Bonds hereinafter collectively referred to as the "Prior Issues") (hereinafter the refinancing of the Issuer's outstanding obligations shall be referred to as the "Refunding"), and there are insufficient funds on hand to pay said costs;

WHEREAS, the Issuer's governing body hereby deems it to be necessary, desirable and in the best interest of the Issuer to refund the Prior Issues for the purpose of interest cost savings;

WHEREAS, the Issuer is authorized by the provisions of Chapter 67 of the Wisconsin Statutes to refinance its outstanding obligations;

WHEREAS, the Issuer's financial advisor, Wisconsin Public Finance Professionals, LLC, caused a Notice of Sale to be prepared and published in <a href="The Bond Buyer">The Bond Buyer</a> on February \_\_\_, 2021 and prepared and distributed an Official Notice of Sale and an Official Statement offering the Issuer's \$17,255,000 Taxable General Obligation Refunding Bonds (the "Bonds"), for public sale on February 25, 2021;

Section 1. Authorization of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Chapter 67 of the Wisconsin Statutes, the principal sum of SEVENTEEN MILLION TWO HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$17,255,000) from \_\_\_\_\_\_\_, \_\_\_\_\_ (the "Purchaser"). To evidence such indebtedness, the Chairperson and County Clerk are hereby authorized, empowered and directed to make, execute, issue and sell the Bonds to the Purchaser for, on behalf of and in the name of the Issuer.

<sup>\*\*</sup>Preliminary, subject to change.

11.E(2)

Section 2.	Award of the Bonds. The bid proposal of the	e Purchaser is hereby accepted,
said proposal offe	ring to purchase the Bonds for the sum of	DOLLARS
(\$	), resulting in a net interest cost of	
DOLLARS (\$	) and a true interest rate of	<u></u> %.

Section 3. Terms of the Bonds. The Bonds shall be designated "Taxable General Obligation Refunding Bonds"; shall be dated March 23, 2021; shall be in the denomination of \$5,000 or any integral multiple thereof; shall bear interest at the rates per annum and mature on September 1 of each year, in the years and principal amounts as set forth in the Pricing Summary attached hereto as Exhibit D and incorporated herein by this reference. Interest is payable semi-annually on March 1 and September 1 of each year commencing March 1, 2022. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit E and incorporated herein by this reference (the "Schedule").

Section 4. Designation of Purchaser as Agent. The Issuer hereby designates the Purchaser as its agent for purposes of distributing the Final Official Statement relating to the Bonds to any participating underwriter in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

<u>Section 5. Redemption Provisions</u>. The Bonds shall not be subject to redemption prior to maturity.

Section 6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the Issuer are hereby irrevocably pledged and a direct annual irrepealable tax sufficient for that purpose is hereby levied upon all taxable property of the Issuer. Said direct annual irrepealable tax shall be levied in the years 2021 through 2025 for payments due in 2022 through 2026 in the amounts as set forth on the Schedule.

The direct annual irrepealable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Issuer levied in said years are collected. So long as any part of the principal of or interest on the Bonds remains unpaid, the tax hereinabove levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created by Section 8 hereof.

<u>Section 7. Form of the Bonds</u>. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as <u>Exhibit B</u> and incorporated herein by this reference.

Section 8. Debt Service Fund Account. There is hereby established a fund account separate and distinct from every other fund or account of the Issuer to be designated "Debt Service Fund Account for \$17,255,000 Taxable General Obligation Refunding Bonds, dated March 23, 2021". There shall be deposited in said fund account any premium plus accrued interest paid on the Bonds at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Bonds when the same shall become due and to retire the Bonds at their respective maturity dates. Said

11.E(3)

fund account shall be used for the sole purpose of paying the principal of and interest on the Bonds and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

Section 9. Refunding Fund. The whole proceeds of the Bonds (the "Bond Proceeds") herein provided for (other than any premium and accrued interest which must be paid at the time of delivery of the Bonds into the Debt Service Fund Account created in Section 8 hereof) shall be segregated in a special fund upon receipt and shall be used solely for the purposes for which borrowed or for the payment of the principal of and interest on the Bonds.

Section 10. Persons Treated as Owners; Transfer of Bonds. The County Clerk shall keep books for the registration and for the transfer of the Bonds. The person in whose name any Bond 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 Bond 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 Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the County Clerk, 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 County Clerk shall deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the County Clerk shall record the name of each transferee in the registration book. No registration shall be made to bearer. The County Clerk shall cancel any Bond surrendered for transfer.

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

The 15th day of each calendar month next preceding each interest payment date shall be the record date for the Bonds. Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Issuer maintained by the County Clerk at the close of business on the corresponding record date.

Section 11. Utilization of The Depository Trust Company Book-Entry-Only-System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Issuer has heretofore agreed to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representation and an authorized representative of the Issuer has executed such Letter of Representation and delivered it to the DTC on behalf of the Issuer.

Section 12. Official Statement. The Issuer's governing body hereby approves the Preliminary Official Statement with respect to the Bonds 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 Issuer 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 Closing, the appropriate Issuer official shall certify the

11.E(4)

Preliminary Official Statement and any addenda or Final Official Statement. The appropriate Issuer official shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 13. Execution of the Bonds. The Bonds shall be issued in typewritten form, one Bond for each maturity, executed on behalf of the Issuer by the manual or facsimile signatures of the Chairperson and County Clerk (except that one of the foregoing signatures shall be manual), sealed with its official or corporate seal, if any, and delivered to the Purchaser upon payment to the Issuer of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the delivery of the Bonds, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

<u>Section 14. Payment of the Bonds</u>. The principal of and interest on the Bonds shall be paid by the County Treasurer or his or her agent in lawful money of the United States.

Section 15. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of its Continuing Disclosure Certificate, which the County Clerk will execute and deliver on the Closing Date. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Section, if applicable.

Section 16. Redemption of the Prior Issues. The Issuer hereby calls the 2011 Bonds maturing on and after September 1, 2022 for redemption on September 1, 2021. The Issuer hereby calls the 2013 Notes maturing on and after September 1, 2022 for redemption on September 1, 2021. The Issuer hereby directs the Escrow Agent appointed below to cause a notice of redemption for the refunded portions of the Prior Issues to be given as provided in the Escrow Agreement.

Section 17. Escrow Agent; Escrow Agreement; Escrow Account. Associated Trust Company, National Association, Green Bay, Wisconsin is hereby appointed Escrow Agent for the Issuer, for the purpose of ensuring the payment of the principal of and interest on the refunded portions of the Prior Issues.

The Chairperson and County Clerk are hereby authorized and directed to execute an escrow agreement substantially in the form attached hereto as Exhibit F (the "Escrow Agreement") (such form may be modified by said officers prior to execution, the execution of such agreement by said officers to constitute full approval of any such modifications), with the Escrow Agent, for the purpose of effecting the provisions of this Resolution.

The Bond Proceeds allocable to refunding the refunded portions of the Prior Issues shall be deposited in a refunding escrow account which is hereby created with the Escrow Agent, pursuant to the Escrow Agreement, for the purpose of retaining the required amount of cash, if any, and acquiring the United States obligations provided for in the Escrow Agreement.

11.E(5)

Upon transfer of the Bond Proceeds and any other necessary funds allocable to refunding the refunded portions of the Prior Issues to the Escrow Account, the taxes heretofore levied to pay debt service on the refunded portions of the Prior Issues shall be abated to the extent such transfer together with investment earnings thereon is sufficient to pay the principal of and interest on the refunded portions of the Prior Issues, but such abatement shall not affect the Issuer's pledge of its full faith, credit and resources to make such payments. The refunding escrow account created by the Escrow Agreement shall hereinafter serve as the debt service (or sinking) fund for the refunded portions of the Prior Issues. The Escrow Agent shall serve as custodian of said debt service (or sinking) funds.

Section 18. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Issuer or any parts thereof in conflict with the provisions hereof shall be and the same are hereby rescinded insofar as they may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted this 25<sup>th</sup> day of February, 2021.

	Richard Bostwick, County Board Chairperson	
ATTEST:		
Lisa Tollefson, County Clerk		
,		(SEAL)

CUSIP:

### **EXHIBIT B**

(Form of Bond)

UNITED STATES OF AMERICA
REGISTERED STATE OF WISCONSIN
NO. R-\_ ROCK COUNTY
TAXABLE GENERAL OBLIGATION REFUNDING BOND
MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST
RATE:

	KATIL.	
MARCH 23, 2021	%	772028
IINEE NAME: CEDE & CO.		
)	DO	LLARS
	MARCH 23, 2021  INEE NAME: CEDE & CO.	INEE NAME: CEDE & CO.

KNOW ALL MEN BY THESE PRESENTS, that Rock County, Wisconsin (the "County"), hereby acknowledges itself to owe and for value received promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on March 1 and September 1 of each year commencing March 1, 2022 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable in lawful money of the United States. The principal of this Bond shall be payable only upon presentation and surrender of the Bond at the office of the County Clerk or Treasurer. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the County Clerk or Treasurer at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date").

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$17,255,000, all of which are of like tenor, except as to denomination, interest rate and maturity date, issued by the County pursuant to the provisions of Chapter 67, Wisconsin Statutes, for the purpose of paying the cost of refinancing certain of its outstanding obligations, to wit: the callable portions of the Issuer's \$22,000,000 General Obligation Bonds (Rock Haven Project), Series 2011B, dated November 16, 2011, and \$6,040,000 General Obligation Promissory Notes, dated September 26, 2013, all as authorized by a resolution of the County Board duly adopted by said governing body at a meeting held on February 25, 2021. Said resolution is recorded in the official minutes of the County Board for said date.

11.E(7)

The Bonds shall not be subject to optional redemption prior to maturity.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the County kept for that purpose at the office of the County Clerk or Treasurer. In the event that the Depository does not continue to act as depository for the Bonds, and the County Board appoints another depository, new fully registered Bonds in the same aggregate principal amount shall be issued to the new depository upon surrender of the Bonds to the County Clerk or Treasurer, in exchange therefor and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The County Clerk or Treasurer shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The County may treat and consider the Depository 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 redemption price hereof and interest due hereon and for all other purposes whatsoever.

IN WITNESS WHEREOF, Rock County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the signatures of its duly qualified County Board Chairperson and County Clerk; and to be sealed with its official or corporate seal, if any, all as of the 23<sup>rd</sup> day of March, 2021.

## ASSIGNMENT

FOR VALUE RECEIVED, the under	rsigned sells, assigns and transfers unto
(Name and A	Address of Assignee)
(Social Security or other	Identifying Number of Assignee)
	d hereby irrevocably constitutes and appoints e, to transfer said Bond on the books kept for itution in the premises.
Dated:	-
Signature Guaranteed:	
(e.g. Bank, Trust Company or Securities Firm)	(Depository or its Nominee Name)
(Authorized Officer)	NOTICE: The above-named Depository or its Nominee Name 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.

11.E(9)

## **EXHIBIT F**

## **ESCROW AGREEMENT**

THIS ESCROW AGREEMENT, is made and entered into the \_\_\_ day of March, 2021, by and between Rock County, Wisconsin (the "Issuer"), and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Agent").

### WITNESSETH:

WHEREAS, the Issuer has duly issued (i) \$22,000,000 General Obligation Bonds (Rock Haven Project), Series 2011B dated November 16, 2011 (the "2011 Bonds") of which the 2022 through 2026 maturities aggregating the principal amount of \$15,500,000 are outstanding and callable on September 1, 2021; and (ii) \$6,040,000 General Obligation Promissory Notes dated September 26, 2013 (the "2013 Notes" and, together with the 2011 Bonds hereinafter collectively referred to as the "Prior Issues") of which the 2022 through 2023 maturities aggregating the principal amount of \$1,600,000 are outstanding and callable on September 1, 2021;

WHEREAS, the Issuer has authorized the issuance of \$17,255,000 principal amount of its Taxable General Obligation Refunding Bonds (the "Bonds"). The Bond proceeds along with debt service funds on hand will be sufficient, together with investment income therefrom, to pay interest on and the principal of (i) the 2022 through 2026 maturities of the 2011 Bonds, and (ii) the 2022 through 2023 maturities of the 2013 Notes (hereinafter collectively referred to as the "Refunded Portions of the Prior Issues") (the "Refunding") assuming the Refunded Portions of the Prior Issues are called for redemption on September 1, 2021 and the Issuer desires that the Agent hold funds for such payments and make such payments in a timely manner;

WHEREAS, in order to accomplish the Refunding prior to maturity, it is necessary to deposit in trust an amount sufficient, together with investment income therefrom, to pay interest on and the principal of the Refunded Portions of the Prior Issues (assuming the Refunded Poritons of the Prior Issues are called for redemption on September 1, 2021) as set forth in Exhibits A-1 and A-2;

WHEREAS, the Agent has been appointed depository of certain proceeds of the Bonds and other funds of the Issuer; and,

WHEREAS, the execution of this Agreement has been duly authorized by a resolution of the Issuer's governing body entitled: "Resolution Authorizing the Issuance and Awarding the Sale of \$17,255,000 Taxable General Obligation Refunding Bonds; Providing the Form of the Bonds; and Levying a Tax in Connection Therewith" (the "Award Resolution") adopted on February 25, 2021.

NOW, THEREFORE, the parties hereto recite, and in consideration of the mutual covenants contained herein, covenant and agree as follows for the equal and proportionate benefit and security of the holders of the Refunded Portions of the Prior Issues:

11.E(10)

1. <u>Escrow Deposit</u> . Concurrently with the execution of this Agreement, the Issuer
has deposited with the Agent, \$, being the proceeds of the Bonds allocable to the
Refunding in the amount of \$, proceeds of the Bonds allocable to pay costs of
issuance in the amount of \$, and \$ of debt service funds on hand.
The foregoing shall be held and disposed of by Agent only in accordance with this Agreement. The Agent has not and is under no obligation to determine whether the amounts deposited hereunder are or will be sufficient to make all of the payments directed to be made hereunder.
There is hereby created by the Issuer and ordered established with the Agent an account hereby designated, "Rock County Escrow Account" (the "Escrow Account"). The Agent shall deposit the amount described above in the Escrow Account to be used as follows:
a) \$ to be used to purchase the \$ principal amount of United States Treasury Certificates of Indebtedness and Notes - State and Local Government Series (the "Securities"), described in the attached <a href="Exhibit B">Exhibit B</a> , pay for the Securities from moneys in the Escrow Account and hold them in the Escrow Account for the payment of the interest on and the principal of the Refunded Portions of the Prior Issues as set forth in <a href="Exhibits A-1">Exhibits A-1</a> and A-2;
b) \$ to be used to establish a beginning cash balance in the Escrow Account; and,
c) \$ to be used to pay Bond issuance expenses as described in the attached Exhibit C (which expenses the Issuer hereby authorizes the Agent to pay).
Except as set forth in Section 5 hereof the Escrow Account (other than the cash held

Except as set forth in Section 5 hereof, the Escrow Account (other than the cash held pursuant to subsection (b) above) shall remain invested in the Securities. Except as set forth in Section 5 hereof, no reinvestment of amounts on deposit in the Escrow Account shall be permitted.

The Agent shall apply the monies in the Escrow Account to the timely payment of the interest on and the principal of the Refunded Portions of the Prior Issues at the times and in the amounts set forth in the attached Exhibits A-1 and A-2.

Ritz & Associates PA, has delivered to the Issuer, the Agent, and Griggs Law Office LLC, for their purposes, a report stating that firm has reviewed the mathematical and arithmetical accuracy of certain computations based on assumptions relating to the sufficiency of forecasted net cash flow from the federal securities (paragraph (a) above) and any initial cash deposit (paragraph (b) above) to pay interest on and the principal of the Refunded Portions of the Prior Issues. Based upon the summarized data presented in their report and the assumption that the principal and interest payments on the federal securities are deposited in the Escrow Account when due, in their opinion, the proceeds from the federal securities plus any initial cash deposit will be sufficient for the timely payment of interest, when due, on and the principal of the Refunded Portions of the Prior Issues.

11.E(11)

2. <u>Additional Escrow Deposits; Issuer Warranty</u>. The Issuer represents and warrants that this trust deposit, when held, invested and paid in accordance herewith will be sufficient to make all payments required hereby, and agrees that if at any time it shall appear to the Agent that the money in the Escrow Account will not be sufficient to make any payment required hereby, it will, upon notice by the Agent, transmit forthwith to the Agent for deposit in the Escrow Account from legally available funds such additional monies as may be required to make fully any such payment required hereby.

- 3. <u>Acceptance of Escrow</u>. The Agent acknowledges receipt of the trust deposit hereunder and accepts the trust herein imposed.
- 4. <u>Application of Escrow Deposit</u>. The Agent agrees to apply the funds received from the Issuer in the manner and for the purposes set forth in Section 1 hereof. The Agent acknowledges purchase and receipt of the cash and Securities described in Section 1 hereof and agrees that it will hold such cash and Securities in the Escrow Account in the name of the Issuer and will collect and receive on behalf of the Issuer all payments of principal and interest on such securities and will remit from said Escrow Account to the Depository Trust Company, New York, New York, the securities depository for the Prior Issues, the monies required to pay interest, when due, on and the principal of the Refunded Portions of the Prior Issues as shown on the attached Exhibits A-1 and A-2.
- 5. <u>Arbitrage</u>. The Issuer and the Agent covenant and agree, to and for the benefit of the holders of the Prior Issues that no investment of the monies on deposit in the Escrow Account will be made in a manner that would cause the Prior Issues to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended ("Code") or the applicable income tax regulations thereunder (the "Regulations").

In order to ensure continuing compliance with Section 148 of the Code and the Regulations, the Agent agrees that it will not invest the cash balance nor reinvest any such cash received in payment of the principal of and interest on the federal securities held in the Escrow Account nor redeem such federal securities. Said prohibition on reinvestment shall continue unless and until the Issuer requests that such reinvestment be made. Prior to any such request for reinvestment of the proceeds from the federal securities held in the Escrow Account, the Issuer shall provide to the Agent: (i) an opinion by an independent public accountant that after such reinvestment of the principal amount of the substituted securities, together with the earnings thereon and other available monies, will be sufficient to pay the interest on and the principal of the Refunded Portions of the Prior Issues, and (ii) an unqualified opinion of nationally recognized bond counsel to the effect that (a) such reinvestment will not cause the Prior Issues to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the income tax regulations in effect thereunder on the date of such reinvestment, and (b) such reinvestment complies with the Constitution and laws of the State of Wisconsin and the provisions of all relevant documents relating to the issuance of the Prior Issues and the Bonds.

11.E(12)

#### 6. Redemption Notices for the Prior Issues.

- (a) <u>2011 Bonds</u>. The Issuer has heretofore called the 2011 Bonds due on and after September 1, 2022 for prior redemption on September 1, 2021 (the "2011 Bonds Redemption Date"). The Agent is hereby directed to provide a notice of such redemption, in substantially the form attached hereto as <u>Exhibit D-1</u>, to the Depository Trust Company, New York, New York, the securities depository for the 2011 Bonds at least 30 days but not more than 60 days prior to the 2011 Bonds Redemption Date.
- (b) <u>2013 Notes</u>. The Issuer has heretofore called the 2013 Notes due on and after September 1, 2022 for prior redemption on September 1, 2021 (the "2013 Notes Redemption Date"). The Agent is hereby directed to provide a notice of such redemption, in substantially the form attached hereto as <u>Exhibit D-2</u>, to the Depository Trust Company, the securities depository for the 2013 Notes, at least 30 days but not more than 60 days prior to the 2013 Notes Redemption Date.

#### 7. The Agent.

- a) <u>Liability</u>. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the Issuer of any of its obligations or to protect any of the Issuer's rights under any bond proceeding or any of the Issuer's other contracts with or franchises or privileges from any state, county, municipality or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted by it, or for any mistake of fact or law, or for anything which it may do or refrain from doing in good faith and in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, except for its negligence or its default in the performance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein, including without limitation those as to the sufficiency of the trust deposit to accomplish the purposes hereof or as to the validity of any proceedings taken in connection therewith, but they are made solely by the Issuer. The Agent shall be entitled to consult with counsel with respect to any matter that arises hereunder and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the advice of such counsel. The Issuer agrees to indemnify the Agent and hold it harmless against any and all liabilities incurred by the Agent hereunder except for liability incurred by the Agent hereunder as a result of its own negligence or willful misconduct.
- b) <u>Resignations; Successor Agent</u>. Upon merger or consolidation of the Agent, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such successor corporation shall be authorized to act as Agent.

The Agent may at any time resign by giving not less than sixty (60) days written notice to the Issuer. Upon receiving such notice of resignation, the Issuer shall promptly appoint a successor agent by an instrument in writing executed by order of its governing body. If no successor agent shall have been so appointed and have accepted appointment within sixty (60) days after such notice of resignation, the resigning Agent may petition any court of competent

11.E(13)

jurisdiction for the appointment of a successor agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor agent.

Any successor agent shall be a state or national bank, have full banking and trust powers, be a qualified depository of the Issuer, have its principal office in Wisconsin and have comparable qualifications to the resigning Agent.

Any successor agent shall execute, acknowledge and deliver to the Issuer and to its predecessor agent an instrument accepting such appointment hereunder, and thereupon the resignation of the predecessor agent, without any further act, deed or conveyance, shall be effective and the successor agent shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor in the trusts hereunder, with like effect as if originally named as agent herein; but nevertheless, on written request of the Issuer, or on the request of the successor agent, the Agent ceasing to act shall execute and deliver an instrument transferring to such successor agent, upon the trusts herein expressed, all the rights, powers, and trusts of the Agent so ceasing to act. Upon the request of any such successor agent, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor agent all such rights, powers and duties. Any predecessor agent shall pay over to its successor agent a proportional part of the Agent's fee hereunder.

c) Separate Funds; Accountability. The Agent shall keep all monies, securities and other properties deposited hereunder, all investments and all interest thereon and profits therefrom, at all times in a special fund and separate trust account, wholly segregated from all other funds and securities on deposit with it; shall never commingle such deposits, investments and proceeds with other funds or securities of Agent; and shall never at any time use, loan or borrow the same in any way. The fund established hereunder shall be held separately and distinctly and not commingled with any other such fund. Nothing herein contained shall be construed as requiring the Agent to keep the identical monies, or any part thereof, received from or for the Escrow Account, on hand, but monies of an equal amount shall always be maintained on hand as funds held by Agent, belonging to the Issuer, and a special account thereof, evidencing such fact, shall at all times be maintained on the books of Agent. All uninvested money held at any time in the Escrow Account shall be continuously secured by the deposit in a Federal Reserve Bank or direct obligations of the United States of America in a principal amount always not less than the total amount of uninvested money in the Escrow Account. It is understood and agreed that the responsibility of the Agent under this Agreement is limited to the safekeeping and segregation of the monies and securities deposited with it for the Escrow Account, and the collection of and accounting for the principal and interest payable with respect thereto.

In the event the Agent is unable or fails to account for any property held hereunder, such property shall be and remain the property of the Issuer, and if, for any reason such property cannot be identified, all other assets of the Agent shall be impressed with a trust for the amount thereof and the Issuer shall be entitled to the preferred claim upon such assets enjoyed by any trust beneficiary. Property held by the Agent hereunder shall not be deemed to be a banking deposit of the Issuer to the extent that Agent shall have no right or title with respect thereto (including any right of set-off) and the Issuer shall have no right of withdrawal thereof.

11.E(14)

d) <u>Compensation</u> .	The Agent acknowledge	ges receipt from the Issuer of the sum of
	DOLLARS (\$	) as and for full compensation
for all services to be performed by	it as Agent under this	Agreement, and the Agent expressly
waives any lien upon or claim against the monies and investments in the Escrow Account.		

#### 8. Miscellaneous.

- a) Third Party Beneficiaries. This Agreement has been entered into by the Issuer and the Agent for the benefit of the holders of the Refunded Portions of the Prior Issues and is not revocable by the Issuer or the Agent, and the investments and other funds deposited in the Escrow Account and all income therefrom have been irrevocably appropriated for the payment of the interest on and redemption of the Refunded Portions of the Prior Issues in accordance with this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Issuer and the Agent and their respective successors and assigns. In addition, this Agreement shall constitute a third party beneficiary contract for the benefit of the holders of the Refunded Portions of the Prior Issues. Said third party beneficiaries shall be entitled to enforce performance and observance by the Issuer and the Agent of the respective agreements and covenants herein contained as fully and completely as if said third party beneficiaries were parties hereto.
- b) <u>Severability</u>. If any section, paragraph, clause or provision of this Agreement shall be invalid or ineffective for any reason, the remainder of this Agreement shall remain in full force and effect, it being expressly hereby agreed that the remainder of this Agreement would have been entered into by the parties hereto notwithstanding any such invalidity.
- c) <u>Termination</u>. This Agreement shall terminate on September 1, 2021. Any funds remaining upon termination hereof shall be returned to the Issuer to be deposited in the Debt Service Fund Account and used solely to pay the principal of and interest on the Bonds. Termination of this Agreement shall not, of itself, have any effect on the Issuer's obligation to pay the Prior Issues in full in accordance with the terms thereof.
- d) <u>Execution</u>. This Agreement shall be executed on behalf of the Issuer and the Agent by their duly authorized officers. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the date first above written.

#### SIGNATURE PAGE TO THE ESCROW AGREEMENT

#### ROCK COUNTY, WISCONSIN

Ву:		
	Richard Bostwick,	
	County Board Chairperson	
A m d.		
And:_	Y: T 11 0	
	Lisa Tollefson,	
	County Clerk	
		(SEAL)

#### SIGNATURE PAGE TO THE ESCROW AGREEMENT

## ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION

By:	
And:	
	_
	 _
	/ · - ›
	(SEAL)

#### Exhibit A-1

# \$22,000,000\* ROCK COUNTY, WISCONSIN GENERAL OBLIGATION BONDS (ROCK HAVEN PROJECT), SERIES 2011B DATED NOVEMBER 16, 2011

<u>DATE</u>	PRINCIPAL <u>AMOUNT</u>	INTEREST <u>RATE</u>	INTEREST <u>AMOUNT</u>
09/01/2021			\$294,500.00
09/01/2022	\$3,100,000**	3.000%	
09/01/2023	3,100,000**	4.000	
09/01/2024	3,100,000**	4.000	
09/01/2025	3,100,000**	4.000	
09/01/2026	3,100,000**	4.000	

<sup>\*</sup>Outstanding principal amount after refunding: \$1,700,000 \*\*To be called for prior redemption on September 1, 2021.

Securities Depository: The Depository Trust Company

New York, New York

#### Exhibit A-2

# \$6,040,000\* ROCK COUNTY, WISCONSIN GENERAL OBLIGATION PROMISSORY NOTES DATED SEPTEMBER 26, 2013

<u>DATE</u>	PRINCIPAL <u>AMOUNT</u>	INTEREST <u>RATE</u>	INTEREST <u>AMOUNT</u>
09/01/2021			\$23,800.00
09/01/2022	\$800,000**	2.900%	
09/01/2023	800,000**	3.050	

<sup>\*</sup>Outstanding principal amount after refunding: \$835,000

Securities Depository: The Depository Trust Company

New York, New York

<sup>\*\*</sup>To be called for prior redemption on September 1, 2021.

### Exhibit B

# Investment of Escrow Account (See attached subscription forms)

<u>Obligation</u>	Principal Amount	Maturity Date	Interest Rate
Cert.	\$	09/01/21	%

### Exhibit C

#### Bond Issuance Expenses

	Amount
Financial Advisor	
Wisconsin Public Finance Professionals, LLC	\$
Bond Counsel	
Griggs Law Office LLC	
Verification Report	
Ritz & Associates PA	
Escrow Agent	
Associated Trust Company, National Association	=
Total:	\$

#### Exhibit D-1

#### NOTICE OF REDEMPTION\*

#### \$22,000,000 ROCK COUNTY, WISCONSIN GENERAL OBLIGATION BONDS (ROCK HAVEN PROJECT), SERIES 2011B DATED NOVEMBER 16, 2011

NOTICE IS HEREBY GIVEN that the following maturities of the above-referenced issue have been called for prior payment on September 1, 2021 (the "Redemption Date"):

Maturity Date	Principal Amount	Interest Rate	Cusip Number
09/01/22	\$3,100,000	3.000%	772028NA0
09/01/23	3,100,000	4.000	772028NB8
09/01/24	3,100,000	4.000	772028NC6
09/01/25	3,100,000	4.000	772028ND4
09/01/26	3,100,000	4.000	772028NE2

The Depository Trust Company, New York, New York, is the securities depository for said Bonds. Upon presentation and surrender of said Bonds the holders of said Bonds will be paid the principal amount of the Bonds plus accrued interest to the Redemption Date.

Said Bonds will cease to bear interest on September 1, 2021.

By Order of Rock County Lisa Tollefson County Clerk

Dated, 1	20	)2	
----------	----	----	--

<sup>\*</sup> To be sent to The Depository Trust Company, Call Notification Department, Muni Reorganization Manager, 711 Stewart Avenue, Garden City, New York 11530, the securities depository for the Bonds, not less than thirty (30) days nor more than sixty (60) days prior to the Redemption Date by registered or certified mail, or overnight express delivery.

#### Exhibit D-2

#### NOTICE OF REDEMPTION\*

#### \$6,040,000 ROCK COUNTY, WISCONSIN GENERAL OBLIGATION PROMISSORY NOTES DATED SEPTEMBER 26, 2013

NOTICE IS HEREBY GIVEN that the following maturities of the above-referenced issue have been called for prior payment on September 1, 2021 (the "Redemption Date"):

Maturity Date	Principal Amount	Interest Rate	Cusip Number
09/01/22	\$800,000	2.900%	772028NX0
09/01/23	800,000	3.050	772028NY8

The Depository Trust Company, New York, New York, is the securities depository for said Notes. Upon presentation and surrender of said Notes the holders of said Notes will be paid the principal amount of the Notes plus accrued interest to the Redemption Date.

Said Notes will cease to bear interest on September 1, 2021.

By Order of Rock County Lisa Tollefson County Clerk

Dated	, 2021

<sup>\*</sup> To be sent to The Depository Trust Company, Call Notification Department, Muni Reorganization Manager, 711 Stewart Avenue, Garden City, New York 11530, the securities depository for the Notes, not less than thirty (30) days nor more than sixty (60) days prior to the Redemption Date by registered or certified mail, or overnight express delivery.

RESOLUTION AUTHORIZING THE ISSUANCE AND AWARDING THE SALE OF \$17,255,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS; PROVIDING THE FORM OF THE BONDS; AND LEVYING A TAX IN CONNECTION THEREWITH.

Finance Committee	
Mary Mawhinney, Chair	Richard Bostwick
Wes Davis, Vice Chair	Brent Fox
Stephanie Aegerter	
FISCAL NOTE:	
This resolution authorizes the sale of \$17,255,000 in Tapayments commencing March 1, 2022 (interest only) September 1, 2026. The proceeds are to be used to refit thereby saving the County significant interest costs due to	) with the last principal payment scheduled for nance the remaining 2011 Bonds and 2013 Notes,
/s/Sherry Oja	
Sherry Oja Finance Director	
LEGAL NOTE:	
Chapter 67, Wis Stats., provides the authorization for been determined to be proper by counsel retained for thi	• •
/s/Richard Greenlee	
Richard Greenlee Corporation Counsel	
ADMINISTRATIVE NOTE:	
Recommended.	
/s/Josh Smith	
Josh Smith County Administrator	

hereto; and

# RESOLUTION AUTHORIZING THE ISSUANCE AND AWARDING THE SALE OF \$6,485,000 GENERAL OBLIGATION PROMISSORY NOTES; PROVIDING THE FORM OF THE NOTES; AND LEVYING A TAX IN CONNECTION THEREWITH

WHEREAS, on January 23, 2020 and January 28, 2021, the County Board of Rock County, Wisconsin (the "County") adopted Initial Resolutions authorizing the issuance of general obligation bonds or notes in an amount not to exceed \$3,230,000 and \$3,255,000 respectively for the purpose of paying the costs of highway construction and improvement projects (the "Project");

WHEREAS, the County deems the Project to be within its powers to undertake and therefore to be a public purpose as defined in Section 67.04(2) of the Wisconsin Statutes;

WHEREAS, the County Board hereby finds and determines that it is necessary, desirable and in the best interests of the County to raise funds for the purpose of paying the costs of the Project;

WHEREAS, counties are authorized by the provisions of Section 67.12(12) of the Wisconsin Statutes to borrow money and to issue general obligation promissory notes for such public purposes;

WHEREAS, the County (in consultation with the County's financial advisor) caused an Official Notice of Sale to be distributed, offering its general obligation promissory notes for public sale on February 25, 2021;

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by \_\_\_\_\_\_, \_\_\_\_\_\_, 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. A copy of said bid is attached hereto as Exhibit A and incorporated herein by this reference.

WHEREAS, sealed bid proposals were received as summarized on Exhibit C attached

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

Section 1.	Authorization of the Notes. Fo	r the purpose of paying	the cost of the
Project there shall be b	porrowed pursuant to Section 67.	.12(12) of the Wisconsi	n Statutes, the
principal sum of SIX N	MILLION FOUR HUNDRED E	IGHTY-FIVE THOUS	AND DOLLARS
(\$6,485,000). The bid		<b>,</b>	_, (the "Purchaser")
is hereby accepted, sai	d proposal offering to purchase	the \$6,485,000 Rock C	ounty General
<b>Obligation Promissory</b>	Notes (the "Notes") for the sum	n of	DOLLARS
(\$),	plus accrued interest to the date	of delivery, resulting in	n a net interest cost
of	DOLLARS (\$	) and a true in	terest rate of
%.			

11.F(2)

Section 2. Sale of the Notes. To evidence such indebtedness, the County Board Chairperson and County Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for and on behalf of and in the name of the County, general obligation promissory notes aggregating the principal amount of SIX MILLION FOUR HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$6,485,000).

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be dated March 23, 2021; shall be in the denomination of \$5,000 or any integral multiple thereof; shall bear interest at the rates per annum and mature on September 1 of each year, in the years and principal amounts as set forth in the Pricing Summary attached hereto as Exhibit D and incorporated herein by this reference. Interest is payable semi-annually on March 1 and September 1 of each year commencing March 1, 2022. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit E and incorporated herein by this reference (the "Schedule").

<u>Section 4. Designation of Purchaser as Agent</u>. The County hereby designates the Purchaser as its agent for purposes of distributing the Final Official Statement relating to the Notes to any participating underwriter in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

Section 5. Redemption Provisions. At the option of the County, the Notes maturing on September 1, 2029 and thereafter are subject to redemption prior to maturity on September 1, 2028 or on any date thereafter. Said Notes are redeemable as a whole or in part from maturities selected by the County and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 6. 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 B and incorporated herein by this reference.

Section 7. 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 a direct annual irrepealable tax is hereby levied upon all taxable property of the County. Said direct annual irrepealable tax shall be levied in the years 2021 through 2029 for payments due in 2022 through 2030 in the amounts as set forth on the Schedule.

The aforesaid direct annual irrepealable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the County levied in said years are collected. So long as any part of the principal of or interest on the Notes remains unpaid, the tax herein above levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created herein.

Section 8. Debt Service Fund Account. There is hereby established in the County treasury a fund account separate and distinct from every other County fund or account designated "Debt Service Fund Account for \$6,485,000 General Obligation Promissory Notes, dated March 23, 2021." There shall be deposited in said fund account any premium plus accrued interest paid

11.F(3)

on the Notes at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 7 hereof and all other sums as may be necessary to pay interest on the Notes when the same shall become due and to retire the Notes at their respective maturity dates. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

Section 9. 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 an account separate and distinct from all other funds and be disbursed solely for the purposes for which borrowed or for the payment for the principal of and the interest on the Notes.

Section 10. Arbitrage Covenant. The County shall not take any action with respect to the Note Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Notes (the "Closing"), would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and any income tax regulations promulgated thereunder (the "Regulations").

The Note Proceeds may be temporarily invested in legal investments until needed, provided however, that the County hereby covenants and agrees that so long as the Notes remain outstanding, moneys on deposit in any fund or account created or maintained in connection with the Notes, whether such moneys were derived from the Note Proceeds or from any other source, will not be used or invested in a manner which would cause the Notes to be "arbitrage bonds" within the meaning of the Code or Regulations.

The County Clerk, or other officer of the County charged with responsibility for issuing the Notes, shall provide an appropriate certificate of the County, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the County regarding the amount and use of the Note Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 11. Additional Tax Covenants; Exemption from Rebate. The County hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Notes) to assure that the Notes are obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout their term. 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 as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the County to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Notes will continue to be obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

11.F(4)

The County anticipates that the Notes will qualify for the construction expenditure exemption from the rebate requirements of the Code. 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 as of the Closing, for inclusion in the transcript of proceedings, with respect to said exemption from the rebate requirements, and said County Clerk or other officer is hereby authorized to make any election on behalf of the County in order to comply with the rebate requirements of the Code. If, for any reason, the County did not qualify for any exemption from the rebate requirements of the Code, the County covenants that it would take all necessary steps to comply with such requirements.

Section 12. Persons Treated as Owners; Transfer of Notes. The County Clerk shall keep books for the registration and for the transfer of the Notes. 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 County Clerk, 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 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 County Clerk shall record the name of each transferee in the registration book. No registration shall be made to bearer. The County Clerk shall cancel any Note surrendered for transfer.

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

The 15th day of each calendar month next preceding each interest payment date shall be the record date for the Notes. 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 maintained by the County Clerk at the close of business on the corresponding record date.

Section 13. 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 has heretofore agreed to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representation and the Finance Director has executed such Letter of Representation and delivered it to the DTC on behalf of the County.

Section 14. Official Statement. The County Board 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 Closing, the appropriate County official shall certify the

11.F(5)

Preliminary Official Statement and any addenda or Final Official Statement. The appropriate County official shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 15. Execution of the Notes. The Notes shall be issued in typewritten form, one Note for each maturity, executed on behalf of the County by the manual or facsimile signatures of the County Board Chairperson and County Clerk (except that one of the foregoing signatures shall be manual), sealed with its official or corporate seal, if any, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the delivery of the Notes, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

<u>Section 16. Payment of the Notes</u>. The principal of and interest on the Notes shall be paid by the County Treasurer or his or her agent in lawful money of the United States.

Section 17. Continuing Disclosure. The County hereby covenants and agrees that it will comply with and carry out all of the provisions of its Continuing Disclosure Certificate, which the County will execute and deliver on the Closing Date. Any Noteholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this Section.

Section 18. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted this 25<sup>th</sup> day of February, 2021.

	Richard Bostwick County Board Chairperson	
ATTEST:		
Lisa Tollefson County Clerk		SEAL)

#### **EXHIBIT B**

(Form of Note)

# UNITED STATES OF AMERICA STATE OF WISCONSIN REGISTERED ROCK COUNTY NO. R- GENERAL OBLIGATION PROMISSORY NOTE

	ENDINE OBEIGNITION I ROWN			
MATURITY DATE: SEPTEMBER 1, 20	ORIGINAL DATE OF ISSUE MARCH 23, 2021	INTEREST RATE:%	CUSIP: 772028	
DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.				
PRINCIPAL AMOUNT:	DO	LLARS		

KNOW ALL MEN BY THESE PRESENTS, that Rock County, Wisconsin (the "County"), hereby acknowledges itself to owe and for value received promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2022 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable in lawful money of the United States. The principal of this Note shall be payable only upon presentation and surrender of the Note at the office of the County Clerk or Treasurer. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the County Clerk or Treasurer at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date").

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$6,485,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Chapter 67, Wisconsin Statutes, for the purposes of paying the costs of highway construction and improvement projects all as authorized by a resolution of the County Board duly adopted by said governing body at a meeting held on February 25, 2021. Said resolution is recorded in the official minutes of the County Board for said date.

11.F(7)

At the option of the County, the Notes maturing on September 1, 2029 and thereafter are subject to redemption prior to maturity on September 1, 2028 or on any date thereafter. Said Notes are redeemable as a whole or in part from maturities selected by the County and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, or overnight express delivery, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Depository receives the notice. The Notes shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the County kept for that purpose at the office of the County Clerk or Treasurer. In the event that the Depository does not continue to act as depository for the Notes, and the County Board appoints another depository, new fully registered Notes in the same aggregate principal amount shall be issued to the new depository upon surrender of the Notes to the County Clerk or Treasurer, in exchange therefor and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The County Clerk or Treasurer shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The County may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

11.F(8)

IN WITNESS WHEREOF, Rock County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the signatures of its duly qualified County Board Chairperson and County Clerk; and to be sealed with its official or corporate seal, if any, all as of the  $23^{\rm rd}$  day of March, 2021.

ROCK COUNTY, WISCONSIN

	D		
	By:		
		Richard Bostwick,	
		County Board Chairperson	
(CEAL)			
(SEAL)			
	By:		
	, <u> </u>	Lisa Tollefson,	
		County Clerk	

#### ASSIGNMENT

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

(Name and	Address of Assignee)	
(Social Security or other	r Identifying Number of Assignee)	
	d hereby irrevocably constitutes and appointssentative, to transfer said Note on the books kept for titution in the premises.	
Dated:		
Signature Guaranteed:		
(e.g. Bank, Trust Company or Securities Firm)	(Depository or its Nominee Name)	
	NOTICE: The above-named	
(Authorized Officer)	Depository or its Nominee Name must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.	

RESOLUTION AUTHORIZING THE ISSUANCE AND AWARDING THE SALE OF \$6,485,000 GENERAL OBLIGATION PROMISSORY NOTES; PROVIDING THE FORM OF THE NOTES; AND LEVYING A TAX IN CONNECTION THEREWITH.

Finance Committee	
Mary Mawhinney, Chair	Richard Bostwick
Wes Davis, Vice Chair	Brent Fox
Stephanie Aegerter	
FISCAL NOTE:	
redeemed over a nine-year period comm	of \$6,485,000 in General Obligation Promissory Notes to be nencing March 1, 2022 (interest only) with the last principal 0. The proceeds are to be used for highway road construction and 2021 budgets.
/s/Sherry Oja	
Sherry Oja Finance Director	
LEGAL NOTE:	
Chapter 67, Wis Stats., provides the authbeen determined to be proper by counsel r	norization for the action proposed in this resolution which has etained for this purpose.
/s/Richard Greenlee	
Richard Greenlee Corporation Counsel	
ADMINISTRATIVE NOTE:	
Recommended.	
/s/Josh Smith	
Josh Smith County Administrator	

RESOLUTION NO.	21-2B-192	AGENDA NO.	4.E.2(1)	

## **RESOLUTION**

## ROCK COUNTY BOARD OF SUPERVISORS

Southern Wisconsin Regional Airport Board INITIATED BY

Sothern Wisconsin Regional Airport Board SUBMITTED BY



Gregory A. Cullen, C.M. Airport Director DRAFTED BY

February 9, 2021
DATE DRAFTED

# AWARDING CONTRACT FOR NEW GATE AND OPENER AT SOUTHERN WISCONSIN REGIONAL AIRPORT AND AMENDING THE SOUTHERN WISCONSIN REGIONAL AIRPORT BOARD BUDGET

1	WHEREAS, Rock County owns an	n airport known	as the Southern Wisc	onsin Regional
2	Airport; and,	1		C
3	• '			
4	WHEREAS, the Airport Departme	ent budgeted \$20	0,000 to replace one ga	ate and its associated
5	electric gate opener on the airport; a	ınd,		
6				
7	WHEREAS, specifications for the	gates were prep	ared and the County F	Purchasing Division
8	solicited bids for the construction; a	ınd,		
9				
10	WHEREAS, two bids were received	ed and the lowes	st bid was from The Ta	schudy Corporation
11	DBA as American Fence Co. in Plo	ver, Wisconsin	in the amount of \$27,	750.
12				
13	NOW THEREFORE, BE IT RE	<b>SOLVED</b> , that	the Rock County Box	ard of Supervisors
14	duly assembled this day of, 2021, does hereby award a			
15	contract of \$27,750 for the replacement of one gate and its associated electric opener at the			
16	Southern Wisconsin Regional Airp	ort to The Tsch	nudy Corporation DB	A as American
17	Fence Co. in Plover, Wisconsin.			
18				
19	BE IT FURTHER RESOLVED	that the Airport	's 2021 budget be am	ended as follows:
20				
21		<b>BUDGET</b>	INCREASE/	AMENDED
22	ACCOUNT/DESCRIPTION	2/15/21	(DECREASE)	BUDGET
23	Source of Funds:			
24	43-4453-4453-46400	\$0	\$7,750	\$7,750
25	Fund Balance			
26				
	<u>Use of Funds</u> :			
28	43-4453-4453-67120	\$67,300	\$7,750	\$75,050
29	Capital Assets \$2,000-\$25,000			

Awarding Contract for New Gate and C Budget Page 2	Opener at Southern Wisconsin Regional Airport and Amending
rage 2	4.E.2(2)
Respectfully Submitted:	1.1.2(2)
SOUTHERN WISCONSIN REGIONAL AIRPORT BOARD	AL .
/s/Brent Fox Brent Fox, Chair	FINANCE COMMITTEE ENDORSEMENT Reviewed and approved on a vote of
/s/Rick Richard Rick Richard, Vice Chair	Mary Mawhinney, Chair
/s/Dave Homan Dave Homan	
/s/Eric Baker Eric Baker	
/s/Dick Cope Dick Cope	
/s/Greg Johnson Greg Johnson	
/s/Joe Quint Joe Quint	
/s/Katie Reese Katie Reese	
Vacant	
addition, sec. 59.52(29), Wis. Stats., req As an amendment to the adopted 2021 (	this action pursuant to secs. 5901 and 59.51, Wis. Stats. In juires the project to be let to the lowest responsible bidder. County Budget, this Resolution requires a 2/3 vote of the pursuant to sec. 65.90(5)(a), Wis. Stats.
s/Richard Greenlee	
Richard Greenlee Corporation Counsel	
FISCAL NOTE: This project is being funded with \$20,00 Balance. Fund balance is available due to	00 in sales tax revenue and \$7,750 in Airport Fund to savings from prior projects.
/s/Sherry Oja	
Sherry Oja Finance Director	
ADMINISTRATIVE NOTE: Recommended.	
/s/Josh Smith	

Josh Smith

County Administrator

### **EXECUTIVE SUMMARY**

## AWARDING CONTRACT FOR NEW GATE AND OPENER AT SOUTHERN WISCONSIN REGIONAL AIRPORT AND AMENDING BUDGET

The airport installed a perimeter fence in the fall of 2001. This was installed as a measure to increase security and detract wildlife from entering the airport operations area. During the original installation, there were several gates installed with electronic opening systems. Over the years, more gates were added at various locations with different manufactured operating systems. At one point, the airport had three different electronic operating systems. This was troublesome when repairs were needed. In the past three years, there has been a strategic effort to replace worn out systems with a single manufactured electronic system.

Gate #1 is one of the original gates and operating systems. This is the primary gate for the entire airport located on South Oakhill Ave. adjacent to the maintenance shop. The maintenance equipment and Aircraft Rescue and Fire Fighting vehicle must use this gate on a daily basis. The Janesville Fire Department uses this gate as their primary response location to access the airfield during an aircraft emergency. Additionally, the tenant farming airport land uses this gate to access a large part of the tillable acres with his equipment. This gate and operating system have been repaired numerous times. Gate #1 needs to be replaced and the operating system changed to maintain the security and efficiency of the airport.

The approved budgeted amount for this project was \$20,000. The project was placed out for competitive bid. The lowest, most responsible bidder was The Tschudy Corporation DBA American Fence Co at \$27,750. Therefore, we request a budget amendment of an additional \$7,750 and to approve The Tschudy Corporation DBA American Fence Co as the contractor of this project.



#### **BID SUMMARY FORM**

**BID NUMBER** 

2021-10

**BID NAME** 

**GATE OPENERS** 

**BID DUE DATE** 

FEBRUARY 3, 2021 - 1:30 P.M.

DEPARTMENT SOUTHERN WISCONSIN REGIONAL AIRPORT

	THE TSCHUDY CORP D/B/A AMERICAN FENCE PLOVER WI	CENTURY FENCE PEWAUKEE WI
BASE BID	\$ 27,750.00	\$ 37,170.00
ADDENDUM RECEIVED	YES	YES
START DATE	4/5/2021	AFTER FROST
COMPLETION	4/9/2021	1 WEEK AFTER START

Invitation to Bid was advertised in the Beloit Daily News and on the Internet. Five additional vendors were solicited that did not respond.

PREPARED BY: JODI MILLIS, PURCHASING N	MANAGER
DEPARTMENT HEAD RECOMMENDATION:	The Tschudy Corp. American Fence
SIGNATURE	15 Feb 21 DATE
GOVERNING COMMITTEE APPROVAL:	5,2
But Top	8/0 + lvacancy 2-15-21
CHAIR /	VOTE J DATE

#### RESOLUTION ROCK COUNTY BOARD OF SUPERVISORS

Public Safety and Justice INITIATED BY

Public Safety and Justice SUBMITTED BY

5

7

8 9

10 11

12

13 14 15

16 17

18



Kathren Sukus, Director DRAFTED BY

February 8, 2021
DATE DRAFTED

## Accepting NG9-1-1 Reimbursement Grant, Approving Purchase of Eventide NEXLOG-740DX Logging Recorder Systems and Amending the 2021 Budget

WHEREAS, the Rock County Communications Center is the records custodian for all public safety telephone and radio audio recordings in Rock County; and,
 WHEREAS, the State of Wisconsin has awarded the Rock County Communications Center federal

WHEREAS, the State of Wisconsin has awarded the Rock County Communications Center federal funding through the Wisconsin NG9-1-1 Reimbursement Grant in the amount of \$81,530.40 to purchase a Next Generation 9-1-1 capable logging recorder system and backup; and,

WHEREAS, the Communications Center received a quote for \$81,500.00 for both systems from our current vendor and authorized Eventide re-seller, General Communications, Inc., based off the General Services Administration (GSA) Contract Number #GS-35F-0415V; and,

WHEREAS, grant conditions require Rock County to cover the total cost of the project prior to receiving 60% reimbursement in the amount of \$48,900.00 after completion of the project, and;

**WHEREAS,** Rock County will ultimately be responsible to provide the 40% match in the amount of \$32,600.00; and,

WHEREAS, the Communications Center's budget requires an amendment to cover this purchase, and;

NOW, THEREFORE, BE IT RESOLVED by the Rock County Board of Supervisors duly assembled this \_\_\_\_\_ day of \_\_\_\_\_\_, 2021 authorizes the purchase in the amount of \$81,500.00 to be awarded to General Communications, Inc., of Madison, Wisconsin and approves the budget amendments as follows:

24				
25	Account/	Budget	Increase	Amended
26	<u>Description</u>	02/01/2021	(Decrease)	<b>Budget</b>
27				
28	Source of Funds			
29	23-2400-0000-42200	-0-	\$48,900	\$48,900
30	State Aid			
31	23-2400-0000-47010	-0-	\$32,600	\$32,600
32	General Fund Application			
33				
34	Use of Funds			
35	23-2400-0000-67125	\$230,000	\$81,500	\$311,500
36	Capital Assets			

Accepting NG9-1-1 Reimbursement Grant, Approving Purchase of Eventide NEXLOG-740DX Logging Recorder Systems and Amending the 2021 Budget Page 2

Respectfully submitted,				
PUBLIC SAFETY AND JUSTICE COMMITTEE	FINANCE COMMITTEE ENDORSEMENT			
_/s/Mary Beaver Mary Beaver, Chair	Reviewed and approved on a vote of			
_/s/Brian Knudson Brian Knudson, Vice Chair	Mary Mawhinney, Chair Date			
/s/Ron Bomkamp				
Ronald Bomkamp	FISCAL NOTE:			
_/s/Danette Rynes Danette Rynes _/s/Jacob Taylor Jacob Taylor	This resolution accepts and authorizes the expenditure of \$48,900 in state funds. The \$32,600 in required match will come from the General Fund.  /s/Sherry Oja			
<u>ADMINISTRATIVE NOTE</u> :	Sherry Oja Finance Director			
Recommended.				
/s/Josh Smith				
Josh Smith County Administrator				

#### **LEGAL NOTE**:

The County Board is authorized to accept grant funds and to take this action pursuant to secs. 59.01, 59.51, and 59.52(19), Wis. Stats. In addition, sec. 59.52(29), Wis. Stats., requires the project to be let to the lowest responsible bidder. As an amendment to the adopted 2021 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to sec. 65.90(5)(a), Wis. Stats.

s/Richard Greenlee

Richard Greenlee Corporation Counsel

#### **EXECUTIVE SUMMARY**

The Rock County Communications Center was awarded federal funding through the Wisconsin NG9-1-1 Reimbursement Grant Program to assist in the upgrade to Next Generation 9-1-1 equipment.

The Communications Center submitted a project plan for \$81,530.40 to replace our end of life Eventide Logging Recorder System. General Communications was the original vendor for our current Eventide system and is also the Communications Center's current maintenance provider. They submitted a quote for \$81,500.00 based off of GSA Contract #GS-35F-0415V for the purchase and installation of the new recording systems.

Because this is a reimbursement grant the total costs must be paid for up front by Rock County. Once the project is complete the county will be reimbursed 60% (\$48,900.00) and be responsible for the remaining 40% (\$32,600.00).

This project was not included in the Communications Center's 2021 budget therefore the purchase will require a budget amendment as noted in the resolution.



February 05, 2021

Rock County Communications 3636 N County Highway F Janesville, WI 53545

RE: NextGen 9-1-1 Logging Recorder Upgrade

CONTRACT NUMBER: GS-35F-0415V

CONTRACT PERIOD: May 5, 2009 through May 4, 2024

The following is our quote to upgrade the Eventide Recorders to the new DX series with NG9-1-1 i3 capabilities. The 2019-22 Federal NextGen 9-1-1 Grant will reimburse the County for 60% of the total price.

	Replace #74000594			
Qty	<u>Description</u>	Model #	<u>Price</u>	Ext Price
1	NexLog 740 DX-Series base system: 3U rack-	NexLog740DX	\$6,475.95	\$6,475.95
	mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x1TB			
	fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2			
	Network Ports (100/1000), Embedded Linux, NexLog			
	DX-Series software, web- based configuration			
	manager, audio controls & amplified speaker on front			
	panel, dual hot- swap 120-240VAC 50/60Hz power			
	supplies and first year hardware warranty. Requires			
	ongoing Eventide DX Software Update Subscription			
	(DXSUS) for access to critical DX-Series Software &			
	Security Updates.			
1	Non-display Front Panel - NexLog 740 DX-Series	DX702	N/C	N/C
	(Standard)			
1	Upgrade 740 DX-Series (at time of order) to 4x2TB	DX711	\$3,879.90	\$3,879.90
	Hot Swap RAID5=6TB storage	5)/754	4504.60	4504.60
1	Dual Port 100MB/1000 PCIe (PCI Express) Network	DX754	\$534.60	\$534.60
	Card			
	Analog Record Channels = 72	DVANIADA	¢4.000.00	¢4.4.500.00
3	24-Channel Analog PCIe (PCI Express) Card, 24 Ch.	DXANA24	\$4,860.00	\$14,580.00
	Licenses (For use in DX-Series recorders only)			
1	IP Record Channels = 48 Internal IP Recorder with First 8 G.711 8 channels	271052	¢2 110 F0	¢2 110 F0
1 5		271032	\$3,118.50 \$1,417.50	\$3,118.50
5	Additional Internal IP G.711 8-Channel license pack	2/1035	\$1,417.50	\$7,087.50
1	PC Screen Recording = 15	271070	¢2.025.00	¢2.025.00
1	Windows Screen Recording (First 5 PCs on recorder)	271070	\$2,025.00	\$2,025.00
2	Windows Screen Recording 5 additional PC's on	271076	\$405.00	\$810.00
	recorder			
1	Licenses  O11 NENA ANI/ ALL CAD Caill Integration	200020	¢2.020.05	¢2.920.05
1	911 NENA ANI/ ALI CAD Spill Integration	209029	\$2,830.95	\$2,830.95

1	Eventide Interface license (audio) for West VIPER 911 IP/SPAN Recording	271139	\$2,020.95	\$2,020.95
1	TXT to 911 Recording Enabler for IP channels for West VIPER, Emergitech	271171	\$1,615.95	\$1,615.95
1	Metadata Integration for Dispatch, RoIP, and Other Systems	209157	\$2,830.95	\$2,830.95
	PC Remote Access License			
1	8 pack MediaWorks DX web concurrent license	271083	\$805.95	\$805.95
	(About MediaWorks DX: Advanced browser based		7	7 5 5 5 5 5
	HTML5 interface for Search, Replay, Incident			
	Reconstruction, Incident Export, Live Monitoring,			
	Instant Recall and more)			
1	Geo Search/View (Requires Lat/Lon, MW PLUS,	271098	\$805.95	\$805.95
	Google Maps)			
1	NexLog Reporting Enhanced Reports Engine	115021	\$1,210.95	\$1,210.95
1	Programming, Set-up & Installation	Labor	\$2,500.00	\$2,500.00
		Sub-Total:	\$-	\$53,133.10
	Replace #74000595 - Backup System			
	NexLog Base System			
1	NexLog 740 DX-Series base system: 3U rack-	NexLog740DX	\$6,475.95	\$6,475.95
	mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x1TB			
	fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2			
	Network Ports (100/1000), Embedded Linux, NexLog			
	DX-Series software, web- based configuration			
	manager, audio controls & amplified speaker on front			
	panel, dual hot- swap 120-240VAC 50/60Hz power			
	supplies and first year hardware warranty. Requires			
	ongoing Eventide DX Software Update Subscription			
	(DXSUS) for access to critical DX-Series Software &			
	Security Updates.			
1	Non-display Front Panel - NexLog 740 DX-Series	DX702	N/C	N/C
1	(Standard) Upgrade 740 DX-Series (at time of order) to 2x2TB	DX705	\$3,879.90	\$3,879.90
1	Hot Swap RAID1=2TB storage	DX703	\$3,679.90	\$5,679.90
1	Dual Port 100MB/1000 PCIe (PCI Express) Network	DX754	\$534.60	\$534.60
_	Card	DA754	7554.00	7554.00
	Analog Channels = 72			
3	24-Channel Analog PCIe (PCI Express) Card, 24 Ch.	DXANA24	\$4,860.00	\$14,580.00
	Licenses (For use in DX-Series recorders only)		4 1,000.00	γ= 1,5551.55
	IP Channels = 48		\$-	\$-
1	Internal IP Recorder with First 8 G.711 Channels	271052	\$3,118.50	\$3,118.50
5	Additional Internal IP G.711 8-Channel license pack	271035	\$1,417.50	\$7,087.50
	Licenses		. ,	, ,
1	911 NENA ANI/ALI CAD Spill Integration	209029	\$2,830.95	\$2,830.95
1	Eventide Interface license (audio) for West VIPER 911	271139	\$2,020.95	\$2,020.95
	IP/SPAN Recording		. ,	' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' '
1	TXT to 911 Recording Enabler for IP channels for West	271171	\$1,615.95	\$1,615.95
	VIPER, Emergitech		-	
		1	1	1

1	Metadata Integration for Dispatch, RoIP, and Other Systems	209157	\$2,830.95	\$2,830.95
	PC Remote Access License			
1	8 pack MediaWorks DX web concurrent license (About MediaWorks DX: Advanced browser based HTML5 interface for Search, Replay, Incident Reconstruction, Incident Export, Live Monitoring, Instant Recall and more)	271083	\$805.95	\$805.95
1	Programming, Set-up & Installation	Labor	\$2,000.00	\$2,000.00
		Sub-Total:		\$46,003.25
		Total:		\$99,136.35
		Trade-in		\$17,636.35
		Discount:		
		Grand Total:		\$81,500.00

Attached are the brochures for the Eventide Nexlog 740 DX recorder.

If you have any questions, please email <a href="mailto:rwestgard@gencomm.com">rwestgard@gencomm.com</a> or call 608-310-7127.

Sincerely,

Rich Westgard

Rich Westgard Service Manager

## RESOLUTION ROCK COUNTY BOARD OF SUPERVISORS

Kate Luster
INITIATED BY

**Human Services Board SUBMITTED BY** 



Marci Taets DRAFTED BY

February 10, 2021
DATE DRAFTED

AMENDING THE 2021 HSD BUDGET AND CREATING 1.0 FTE HS SUPERVISOR I, 1.0 FTE HS PROFESSIONAL LEAD WORKER, 3.0 FTE HS PROFESSIONAL AND 1.0 ADMINISTRATIVE ASSISTANT POSITIONS TO MEET WAITLIST ELIMINATION REQUIREMENTS IN THE CHILDREN'S LONG TERM SUPPORT PROGRAM

WHEREAS, the Human Services Department's Children's Long Term Support (CLTS) program makes Medicaid funding available to serve children who have substantial limitations due to developmental, emotional and/or physical disabilities; and,

WHEREAS, the Wisconsin Department of Health Services (DHS) began an initiative to eliminate the waitlist for CLTS services in 2017; and,

WHEREAS, since November 2017, Rock County CLTS has opened and served an additional 424 children; and,

WHEREAS, DHS has now moved to a continuous statewide enrollment model and a statewide budget for CLTS services to comply with federal regulations; and,

WHEREAS, Rock County CLTS is now required to serve children as they are determined eligible for services; and,

WHEREAS, in order to serve additional children, it is necessary to increase the capacity of the CLTS program by one supervisor, one human services professional who will serve as a lead worker, three human services professionals who will serve as case managers and an administrative assistant; and,

WHEREAS, the new positions will be funded through an increase in the case management rate, overall case management billing, additional administrative dollars awarded in the 2021 DHS State and County contract, and a portion of the County's existing Maintenance of Effort (MOE) match amount funded through the CCOP program; and,

**WHEREAS**, this additional revenue in the CLTS program will also cover the costs of related technology such as computers, software, cell phones, and mobile hotspots as well as other expenses incurred or anticipated this year; and,

WHEREAS, it is necessary to make several changes to the CLTS budget to account for the additional revenue and an internal transfer to fund the MOE; and,

WHEREAS, no additional county levy is required in 2021 to fund this expansion.

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2021 does hereby approve the creation of 1.0 Human Services Supervisor I, 1.0 FTE Human Services Professional Lead Worker and 2.0 FTE Human Services Professionals effective April 1, 2021; 1.0 FTE Human Services Professional effective August 1, 2021; and 1.0 FTE Administrative Assistant position effective October 1, 2021, as well as the purchase of computers, software, cell phones, and mobile hotspots for the new positions; and,

**BE IT FURTHER RESOLVED,** that the 2021 Budget be amended as follows:

45	Account	Description	Budget 2/1/21	Increase	Amended Budget
46	Source of Funds				
47	36-3691-0000-42100	FEDERAL AID	3,175,000	209,110	3,384,110
48					
49	Use of Funds				
50	36-3691-0000-61100	REGULAR WAGES	1,726,838	182,131	1,908,969
51	36-3691-0000-61400	FICA	132,485	13,932	146,417
52	36-3691-0000-61510	RETIREMENT-EMPLOYERS	116,899	12,293	129,192
53	36-3691-0000-61610	HEALTH INSURANCE	543,378	60,378	603,756
54	36-3691-0000-61620	DENTAL INSURANCE	15,609	1,735	17,344
55	36-3691-0000-61630	LIFE INSURANCE	251	28	279
56	36-3691-0000-62210	TELEPHONE	14,000	2,684	16,684
57	36-3691-0000-62491	SOFTWARE MAINT	19,252	4,000	23,252
58	36-3691-0000-67130	TERMINALS & PC'S	0	7,800	7,800
59	36-3691-0000-68324	COP ALLOCATION	-7,777	-75,871	-83,648
60					
61	36-3668-0000-64604	PROGRAM EXPENSE	257,041	-75,871	181,170
62	36-3668-0000-68230	ALLOCATED CLTS	7,777	75,871	83,648

Respectfully submitted, **HUMAN SERVICES BOARD** COUNTY BOARD STAFF COMMITTEE Brian Knudson, Chair Richard Bostwick, Chair Sally Jean Weaver-Landers, Vice Chair Wes Davis, Vice Chair Pam Bostwick Tom Brien Kevin Leavy Ashley Kleven Louis Peer Kaelyb Lokrantz J. Russell Podzilni J. Russell Podzilni Bob Yeomans Angelina Reyes Kathy Schultz Alan Sweeney Shirley Williams Mary Beaver FINANCE COMMITTEE ENDORSEMENT Reviewed and approved on a vote of \_\_\_\_\_.

Date

Mary Mawhinney, Chair

AMENDING THE 2021 HSD BUDGET AND CREATING 1.0 FTE HS SUPERVISOR I, 1.0 FTE HS PROFESSIONAL LEAD WORKER, 3.0 FTE HS PROFESSIONAL AND 1.0 ADMINISTRATIVE ASSISTANT POSITIONS TO MEET WAITLIST ELIMINATION REQUIREMENTS IN THE CHILDREN'S LONG TERM SUPPORT PROGRAM

Page 3

## **LEGAL NOTE**:

The County Board is authorized to take this action pursuant to §59.22(2), Wis. Stats. As an amendment to the adopted 2021 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to sec. 65.90(5)(a), Wis. Stats.

s/Richard Greenlee

Richard Greenlee Corporation Counsel

## FISCAL NOTE:

The costs associated with adding these positions will be funded by federal aid. No additional County funds are required.

/s/Sherry Oja

Sherry Oja Finance Director

# ADMINISTRATIVE NOTE:

Recommended.

/s/Josh Smith

Josh Smith County Administrator

#### **EXECUTIVE SUMMARY**

AMENDING THE 2021 HSD BUDGET AND CREATING 1.0 FTE HS SUPERVISOR I, 1.0 FTE HS PROFESSIONAL LEAD WORKER, 3.0 FTE HS PROFESSIONAL AND 1.0 ADMINISTRATIVE ASSISTANT POSITIONS TO MEET WAITLIST ELIMINATION REQUIREMENTS IN THE CHILDREN'S LONG TERM SUPPORT PROGRAM

This resolution amends the Human Services Department budget to reflect changes in the State's administration of the Children's Long Term Support (CLTS) program and authorizes HSD to create 6.0 FTE positions to support the program as follows: 1.0 Human Services Supervisor I, 1.0 FTE Human Services Professional Lead Worker and 2.0 FTE Human Services Professionals effective April 1, 2021; 1.0 FTE Human Services Professional effective August 1, 2021; and 1.0 FTE Administrative Assistant position effective October 1, 2021. In addition, the resolution authorizes the purchase of computers, software, cell phones, and mobile hotspots for the new positions.

The State of Wisconsin began an initiative to eliminate the waitlist for CLTS services in 2017. From November 2017 through November 2020, Rock County CLTS has opened and served an additional 345 children. In November 2020, the State moved to continuous statewide enrollment which requires Rock County CLTS to serve children as they are determined eligible for services. Since this change was made, Rock County CLTS has opened 79 additional children, resulting in high caseloads that cannot be sustained. Total enrollment in the program as of January 31st is 617 children.

The Human Services Professional positions (the lead worker and case managers) are necessary to ensure that staff have manageable caseloads of 25 to meet the needs of all of the children in the CLTS program. These positions are responsible for determining eligibility for Children's programs and coordinating services for program participants. As the number of Human Services professionals has grown, it is also necessary to hire an additional Supervisor so that the program will have four units with each Supervisor providing the necessary support and oversight for 7-8 CLTS case managers. It is anticipated that the supervisor, the lead worker, and two case managers will be hired in April to increase program capacity as soon as possible. A third case manager position will be added in August if needed.

The Administrative Services division has also identified a need for another Administrative Assistant to support the CLTS program as it grows. This position would be hired in the fourth quarter of 2021 to assist with paperwork and recordkeeping as new program participants become fully matched with supports and services.

The resolution authorizes the creation of these positions along with the equipment necessary for each staff. The new positions will be funded through an increase in the case management rate, overall case management billing, additional administrative dollars awarded in the 2021 DHS State and County contract, and a portion of the County's existing Maintenance of Effort (MOE) match amount funded through the CCOP program.

# RESOLUTION

#### ROCK COUNTY BOARD OF SUPERVISORS

Supervisors Doug Wilde and Brian Knudson
INITIATED BY



Supervisor Doug Wilde and County Administrator Josh Smith DRAFTED BY

<u>Health Services Committee</u> SUBMITTED BY February 8, 2021
DATE DRAFTED

<u>Providing Additional Compensation and Incentives to Rock Haven Staff, Improving Recruitment Activities, Investigating the Work Environment and Amending the 2021 Budget</u>

WHEREAS, Rock Haven is in need of addressing staffing shortages; and, 1 2 WHEREAS, Rock Haven employees are some of the County's lowest compensated staff; and, 3 4 WHEREAS, a package of increases to base compensation, recruitment and retention incentives for 5 new hires, referral incentives for current staff, and overtime and shift differential adjustments will help 6 7 address staffing issues; and 8 9 WHEREAS, improved partnerships with nursing programs will also improve the pipeline for new 10 staff recruitment; and 11 WHEREAS, additional and objective information is needed to better understand interactions between 12 management and staff at Rock Haven in order to improve the work environment, which in the long 13 term will lead to improved staff hiring and retention. 14 15 NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors duly 16 \_\_\_\_\_, 2021 does hereby reallocate Certified Nursing Assistants assembled this 17 \_day of \_ and Activity Therapy Assistants from Range 25 to Range 21 of the 1258 pay grid; provide a base wage 18 increase for Licensed Practical Nurses in the same amount as Certified Nursing Assistants and Activity 19 Therapy Assistants by adjusting amounts in Range 2A of the 1258 pay grid; and increasing the base 20 wages of Registered Nurses by \$1.00 by adjusting the amounts in Range IV of the AMHS RH pay 21 22 grid. 23 24 BE IT FURTHER RESOLVED, newly hired Certified Nursing Assistants, Licensed Practical Nurses, and Registered Nurses be provided with recruitment and retention incentives as follows: \$500 25 upon starting, \$500 at 6 months, and \$1,000 at 12 months. This program will be in effect for new hires 26 27 who begin their employment with Rock Haven no later December 31, 2021, at which time the program will be re-evaluated to determine whether it will be extended. 28

29 30

31

32

33

**BE IT FURTHER RESOLVED,** currently employed staff in the positions of Certified Nursing Assistant, Licensed Practical Nurse, Registered Nurse, Activity Therapy Assistant, Environmental Service Worker, Food Service Worker, and Cook who have been employed less than 6 months or less than 12 months will receive retention incentives of \$500 when they have been employed for 6 months and \$1,000 when they have been employed for 12 months.

343536

37

38 39

40

41

42

**BE IT FURTHER RESOLVED,** if any Rock Haven staff refers an individual to apply for a Certified Nursing Assistant, Licensed Practical Nurse, or Registered Nurse position at Rock Haven and that individual accepts employment, the referring staff member will receive a referral incentive of \$500 when the referred individual begins their employment, \$500 when the referred individual reaches 6 months of employment, and \$1,000 when the referred individual reaches 12 months of employment. This program will be in effect for new hires who begin their employment with Rock Haven no later December 31, 2021, at which time the program will be re-evaluated to determine whether it will be

extended.

Providing Additional Compensation and Incentives to Rock Haven Staff, Improving Recruitment Activities, Investigating the Work Environment and Amending the 2021 Budget Page 2

BE IT FURTHER RESOLVED, Policy 5.31 in the Administrative Policy and Procedure Manual is amended under the AFSCME 1258 header by inserting the following language: "Licensed Practical Nurses, Certified Nursing Assistants, Activity Therapy Assistants, Environmental Service Workers, Food Service Workers, and Cooks volunteering to pick up open shifts and/or volunteer to work on short notice as a result of call-offs, shall receive one and one-half times the regular rate of pay for such duty."

**BE IT FURTHER RESOLVED,** Policy 5.37 in the Administrative Policy and Procedure Manual is amended under the AFSCME 1258 header as follows: "Shift Differential for all personnel (regular or pool) will be paid based on the shift worked. Any employee, who works the pm or night shift will receive a shift premium of \$1.00 \$2.00 for all hours worked during the pm or night shift."

**BE IT FURTHER RESOLVED,** Rock Haven will participate in a program in partnership with Blackhawk Technical College to pay costs, including tuition, testing, and certification, of individuals interested in becoming Certified Nursing Assistants and who agree to 1) accept employment at Rock Haven for a period of not less than one year following completion of their studies and 2) repay all costs funded by Rock Haven on a pro-rata basis if they fail to remain employed for one year.

**BE IT FURTHER RESOLVED**, Rock Haven is directed to establish a formal process for engaging with staff to improve communications and discuss policy changes, and to regularly report to the Health Services Committee regarding this process and its outcomes.

**BE IT FURTHER RESOLVED,** the Ad Hoc Committee on the Future of Rock Haven is directed to engage a third-party to investigate the work environment, climate, and culture at Rock Haven, including compliance with and potential violations of the Personnel Ordinance and the Human Resources section of the Administrative Policy and Procedure Manual related to interactions between management and staff. The third-party will report its findings to both the Ad Hoc Committee on the Future of Rock Haven and the Blue Ribbon Commission on Organizational Excellence.

#### **BE IT FURTHER RESOLVED,** the 2021 budget be amended as follows:

7	4	

75 76	Account/ <u>Description</u>	Budget <u>2/1/21</u>	Increase (Decrease)	Amended <u>Budget</u>
77				
78	Source of Funds			
79	32-7160-7100-46400	-0-	\$297,539	\$297,539
80	Rock Haven Fund Balance			
81				
82	Use of Funds			
83	32-7160-7100-61100	\$8,029,539	\$246,975	\$8,276,514
84	Wages			
85				
86	32-9000-9940-61400	\$658,680	\$18,894	\$677,574
87	FICA			
88				
89	32-9000-9940-61510	\$581,186	\$16,670	\$597,856
90	Retirement			
91				
92	32-8000-6500-64205	-0-	\$15,000	\$15,000
93	Staff Education			

## Providing Additional Compensation and Incentives to Rock Haven Staff, Improving Recruitment Activities, Investigating the Work Environment and Amending the 2021 Budget Page 3

Respectfully submitted,	
HEALTH SERVICES COMMITTEE	COUNTY BOARD STAFF COMMITTEE
Tom Brien, Chair	Richard Bostwick, Chair
Mary Beaver, Vice Chair	Wes Davis, Vice Chair
Kevin Leavy	Tom Brien
Ron Bomkamp	Kevin Leavy
Kathy Schulz	Louis Peer
FINANCE COMMITTEE ENDORSEMENT	J. Russell Podzilni
Reviewed and approved on a vote of	Bob Yeomans
Mary Mawhinney, Chair Date	Alan Sweeney
	Mary Beaver
<u>LEGAL NOTE</u> :	<u>ADMINISTRATIVE NOTE</u> :
The County Board is authorized to take this action pursuant to §59.22(2), Wis. Stats. As an amendment to the adopted 2021 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to sec. 65.90(5)(a), Wis. Stats.	Increasing base wages and providing other incentives to staff would help to address longstanding issues with recruiting and retaining staff. Any costs that will continue in 2022 will need to be funded with new tax levy available the 2022 budget.
/s/Richard Greenlee Richard Greenlee Corporation Counsel	Contracting with an external third-party to review both general work environment issues and specific staff concerns will result in a more objective assessment of the issues that continue to need to be addressed at Rock Hayen

# **FISCAL NOTE**:

This resolution authorizes the use of \$297,539 in fund balance for the estimated 2021 costs of these initiatives. The 12/31/2020 Rock Haven fund balance is estimated to be approximately \$4.5 million. Of that amount, working capital is estimated to be approximately \$900,000.

/s/Sherry Oja

Sherry Oja Finance Director to need to be addressed at Rock Haven.

/s/Josh Smith

Josh Smith County Administrator

#### **Executive Summary**

# Providing Additional Compensation and Incentives to Rock Haven Staff, Improving Recruitment Activities, Investigating the Work Environment and Amending the 2021 Budget

This resolution makes a number of changes to the compensation for Rock Haven staff in order to address both long-standing and acute recruitment and retention issues. For example, as of February 11, 2021, there were 40 Certified Nursing Assistant (CNA) positions vacant, an increase from the 28 positions that were vacant as of January 1, 2021 (out of a total of 92 authorized positions). Similarly, there were 6 Registered Nurse (RN) vacancies (out of 26 authorized) and 4 Licensed Practical Nurse (LPN) vacancies (out of 16 authorized).

Over the last 5 years (2016-2020), an average of 30 CNAs per year have left employment at Rock Haven. Of these, 19 CNAs per year have left employment within the first year, which includes an average of 4 CNAs per year who were hired but left before starting in their position. During this same time period, an average of 6 LPNs and 7 RNs have left employment per year; of these, an average of 3 LPNs and 3 RNs per year have left Rock Haven during their first year of employment.

#### Base Wage Increase

The resolution provides base wage increases to CNAs, Activity Therapy Assistants (ATAs), Licensed Practical Nurses (LPNs), and Registered Nurses (RNs). Human Resources staff regularly hear that base wages are the most important factor for new hires. Based on a comparison of wages at local skilled nursing facilities conducted by the Human Resources Department, CNAs would be reallocated from pay range 25 to pay range 21 in the 1258 pay grid. Range 21 and the increase in each step of the range are shown below. The estimated annual cost for these CNA and ATA wage and benefit increases totals \$97,711. The cost for the remainder of 2021 is estimated to total \$81,426.

Range 21

10018-21								
Start	6	6 18 30 60		120	180	240		
\$15.32	\$16.39	\$16.81	\$17.17	\$17.75	\$18.26	\$19.02	\$19.40	

Hourly Wage Rate Increase (as compared to Range 25)

	<u> </u>		<u> </u>		0		
Start	6	18	30	60	120	180	240
\$1.09	\$1.14	\$1.08	\$0.90	\$0.94	\$0.98	\$1.04	\$1.00

The hourly wage rates for LPNs in Range 2A of the 1258 pay grid would be adjusted by the same amount as that provided to CNAs. The new Range 2A is shown below. The estimated annual cost for these LPN wage and benefit increases totals \$24,082. The cost for the remainder of 2021 is estimated to total \$20,068.

Adjusted Range 2A

114 45 104 114 1150 211									
Start	6	18 30 60		120	180	240			
\$23.84	\$24.33	\$24.72	\$25.03	\$25.55	\$26.09	\$26.90	\$27.37		

Hourly Wage Rate Increase (as compared to old Range 2A)

Trouris wage rate mercase (as compared to old range 211)								
Start	6	18	30	60	120	180	240	
\$1.09	\$1.14	\$1.08	\$0.90	\$0.94	\$0.98	\$1.04	\$1.00	

The hourly wage rates for RNs in Range IV of the AMHS-Rock Haven pay grid would be adjusted by \$1.00/hour in each step of the range. The estimated annual cost for these RN wage and benefit increases totals \$44,094. The cost for the remainder of 2021 is estimated to total \$36,745.

Adjusted Range IV

Start	6 mos.	2 yr.	3	4	5	6	7	8	9	15	20
\$30.06	\$31.01	\$32.00	\$32.91	\$33.87	\$34.80	\$35.74	\$36.68	\$37.61	\$38.58	\$39.68	\$40.47

The wage rate for pool CNAs, LPNs, and RNs would increase by \$1.00/hour.

The total cost for these base wage increases equals \$165,887 annually, or \$138,239 for 2021.

# Recruitment, Retention, and Referral Incentives

Several skilled nursing facilities in the area offer incentive payments to recruit and retain staff in amounts averaging \$2,000. This resolution would create a \$2,000 incentive program for CNAs, LPNs, and RNs who accept employment with Rock Haven upon approval of the resolution and through December 31, 2021. New hires would receive \$500 upon starting, \$500 at six months, and

<u>Providing Additional Compensation and Incentives to Rock Haven Staff, Improving Recruitment Activities, and Investigating the Work Environment Page 2</u>

\$1,000 at 12 months. Current staff who have been employed less than six months and/or 12 months will receive the same amount of retention incentives when they reach those milestones. In addition, any Rock Haven staff who refer a CNA, LPN, or RN who accepts employment will receive a referral incentive of \$500 when the referred staff starts, and \$500 at six months and \$1,000 at 12 months as long as the referred employee remains employed at those milestones. The cost of these changes is dependent on how successful the program is in recruiting and retaining staff.

Based on the average number of new hires over the past five years and accounting for reductions in turnover, the estimated cost for new hire incentives totals \$58,000, of which approximately \$29,000 could be paid in 2021. It is difficult to estimate costs for referrals, but if we assume half of all new hires would be referred by a current staff member, the annual costs would total \$29,000, with \$14,500 paid in 2021. Using these estimated figures, the annual costs of these programs for new hires and referrals could total \$87,000 annually, and \$43,500 in 2021. The program to provide retention incentive payments to current staff would incur most if not all of its costs in 2021 and not be an ongoing cost. Adding the estimated \$35,000 cost for incentives for retention of current staff in 2021 brings the total estimated 2021 cost for recruitment, retention, and referral incentives to \$78,500.

#### Overtime Policy Change

Currently, RNs receive time-and-a-half overtime when they voluntarily pick up shifts, including on short notice. This resolution would amend the Policy and Procedure Manual to create the same policy for CNAs, LPNs, ATA's, Environmental Service Workers, Food Service Workers, and Cooks. The cost of this policy change is indeterminate based on available data.

## Shift Differential Policy Change

Currently, RNs receive a \$2.00 shift differential when they work the pm or night shift. This resolution would amend the Policy and Procedure Manual to increase the shift differential payment for CNAs and LPNs from \$1.00 to \$2.00 to be consistent with the amounts paid to the RNs. The cost of this policy change is estimated to be \$79,000 annually and \$65,800 for the remainder of 2021.

## Partnership with Blackhawk Technical College

In the past, Rock Haven has partnered with Blackhawk Technical College to develop a pipeline of CNAs who would work at Rock Haven upon completion of their CNA program. This resolution directs Rock Haven to re-establish a similar partnership that would include Rock Haven covering the costs of completing the CNA program for CNAs who agree to become employed at Rock Haven. This could include both reimbursing CNAs for the costs of school, or employing individuals before they begin the CNA program and paying their educational costs up front. Individuals would agree to remain employed at Rock Haven for one year. No data exists on the number of CNA staff who are hired directly from the BTC program. However, if we assume half of the average number of new CNA hires over the last five years are hired through this new partnership and the CNA program at BTC, which costs around \$1,000, the cost of the program could total \$15,000 annually.

#### Establishment of a Formalized Communication Process

To address long-standing communication issues between management and staff, Rock Haven is directed to establish formal processes for communicating with staff, including regarding policy changes and other issues affecting working conditions. The Nursing Home Administrator would be responsible for updating the Health Services Committee regularly on these communications and their outcomes.

#### Investigation into Work Environment, Climate, and Culture

This resolution directs the Ad Hoc Committee on the Future of Rock Haven to contract with the third-party to investigate work environment, climate, and culture at Rock Haven, including potential violations of the Personnel Ordinance and the Human Resources section of the Administrative Policy and Procedure Manual related to interactions between management and staff. The third-party will report its findings to both the Ad Hoc Committee on the Future of Rock Haven and the Blue Ribbon Commission on Organizational Excellence. The 2020 Budget included \$35,000 for the Ad Hoc Committee to contract with an external consultant. These funds remain available for this purpose.

Overall, it is estimated that this resolution would cost \$297,539 in 2021. Costs in 2022 would depend on whether certain programs were continued next year, but base wage adjustments, shift differential, and the 12-month payment on retention incentives are estimated to cost \$303,387 in 2022.

# **Executive Summary**

The Information Technology department is requesting authorization to purchase hardware damaged due to lightning at the Diversion and Public Health buildings. Insurance should cover the cost of the equipment, minus the deductible. New equipment was on hand to restore service at the time, and this equipment will be used to replace that.

The equipment and software are available from CoreBTS, Inc. under state Contract: #505ENT-M16-DATACOMMUN-01.

Approving this request authorizes Rock County Information Technology to purchase the Cisco equipment from CoreBTS, Inc. for an amount not to exceed \$14,772.46.



Sales Operations Rep: Jason Warren Phone:

(608) 661-7724

Fax: E-mail:

jason.warren@corebts.com

Bill To: **Rock County** 3530 County Road F PO Box 920 Janesville Wisconsin 53545-0766 **United States** 

**Account Manager:** Phone:

Rock County 3530 County Road F PO Box 920

Fax: E-mail:

Ship To:

Janesville

Wisconsin 53545-0766

**United States** 

Michael Smith 608-661-7732

michael.smith@corebts.com

Wireless AP and 24 port POE switch **Quote Name:** 

Q-15759 2/15/2021 3/17/2021 0011124 Rock County

Customer: Payment Term: Net 30 **Shipping Method:** 

**Quote Number:** 

**Expiration Date:** 

Customer PO #:

Customer Account #:

**Quote Date:** 

#### Cisco Catalyst 9120AX

Qty	Item Number	Description	Term (Months)	Billing Frequency	Price	Ext Price
1	C9120AXI-B	Cisco Catalyst 9120AX Series		Prepaid	\$1,003.55	\$1,003.55
1	CON-SNT-C9120BIX	SNTC-8X5XNBD Cisco Catalyst 9120AX Series	60	Prepaid	\$258.40	\$258.40
1	SW9120AX-CAPWAP- K9	Capwap software for Catalyst 9120AX		Prepaid	\$0.00	\$0.00
1	AIR-AP-BRACKET-1	802.11 AP Low Profile Mounting Bracket (Default)		Prepaid	\$0.00	\$0.00
1	AIR-AP-T-RAIL-R	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)		Prepaid	\$0.00	\$0.00
1	CDNA-A-C9120	Aironet AP License Term Licenses For Tracking	60	Prepaid	\$0.00	\$0.00
1	DNA-A-5Y-C9120	C9120AX CISCO DNA Advantage 5 Year Term Licenses	60	Prepaid	\$0.00	\$0.00
1	AIR-DNA-A	Aironet CISCO DNA Advantage Term Licenses	60	Prepaid	\$0.00	\$0.00
1	AIR-DNA-A-5Y	Aironet CISCO DNA Advantage Term Licenses	60	Prepaid	\$518.06	\$518.06
1	PI-LFAS-AP-T	Prime AP Term Licenses	60	Prepaid	\$0.00	\$0.00
1	PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Dev Lic for Lifecycle & PI Dev Lic for Lifecycle & Dev Life	60	Prepaid	\$0.00	\$0.00
1	AIR-DNA-A-T	Aironet AP License Term Licenses	60	Prepaid	\$0.00	\$0.00
1	AIR-DNA-A-T-5Y	Aironet CISCO DNA Advantage 5 Year Term License	60	Prepaid	\$0.00	\$0.00
1	AIR-DNA-NWSTACK- A	AIR CISCO DNA Perpetual Network Stack		Prepaid	\$0.00	\$0.00
1	D-DNAS-EXT-T	Cisco DNA Spaces Extend Option for Cisco DNA 1Yr Term	60	Prepaid	\$0.00	\$0.00
1	D-DNAS-EXT-5Y	Cisco DNA Spaces Extend Option for Cisco DNA 5Y	60	Prepaid	\$74.01	\$74.01
1	NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment		Prepaid	\$0.00	\$0.00
1	C9120AXI-SINGLE	SINGLE PACK OPTION(Quantity		Prepaid	\$0.00	\$0.00
1	C9120-OVER	C9120AX OVERPACK OPTION		Prepaid	\$0.00	\$0.00
					Subtotal:	\$1,854.02

#### Catalyst 9200L 48 Port

Qty	Item Number	Description	Term (Months)	Billing Frequency	Price	Ext Price
2	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials		Prepaid	\$4,307.27	\$8,614.54
2	CON-SSSNT- C9200L4X	SOLN SUPP 8X5XNBD Catalyst 9200L 48-port PoE+, 4 x 10G, Ne	36	Prepaid	\$1,361.16	\$2,722.32
2	C9200L-NW-E-48	C9200L Network Essentials, 48-port license		Prepaid	\$0.00	\$0.00
2	CAB-TA-NA	North America AC Type A Power Cable		Prepaid	\$0.00	\$0.00
2	PWR-C5-BLANK	Config 5 Power Supply Blank		Prepaid	\$0.00	\$0.00
4	C9200-STACK-BLANK	Catalyst 9200 Blank Stack Module		Prepaid	\$0.00	\$0.00
2	C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	36	Prepaid	\$0.00	\$0.00
2	CON-SSTCM- C92LE48	SOLN SUPP SW SUBC9200L Cisco DNA Essentials	36	Prepaid	\$127.68	\$255.36
2	C9200L-DNA-E-48-3Y	36 months - C9200L DNA Essentials, 48-port, 3 Year Term license	36	Prepaid	\$663.11	\$1,326.22
2	NETWORK-PNP-LIC	Network Plug-n-Play License for zero-touch device deployment		Prepaid	\$0.00	\$0.00
					Subtotal:	\$12,918.44

#### Freight

Qty I	Item Number	Description	Term (Months)	Billing Frequency	Price	Ext Price
1 (	CORE-NOFGHT	No freight charge to client		Prepaid	\$0.00	\$0.00
	WI-CONTRACT- 505ENT-M16-DC-01	Wisconsin State Cisco contract#505ENT-M16-DATACOMMUN-01		Prepaid	\$0.00	\$0.00
					Subtotal:	\$0.00
				First Invoice Amo Quote Subt Estimated Sales Quote T	otal: Tax:	\$14,772.46 \$14,772.46 \$0.00 \$14,772.46
Accepted	by:	Printed name:	Date:			-

By accepting this quote you agree to Core's standard Terms and Conditions which can be found at https://corebts.com/legal/T&C.

To ensure fastest processing, please send purchase order/signed quote to purchase.orders@corebts.com and CC the two individuals listed above. If changes are required, please request a revised quote. Thank you for your business!

This proposal is confidential, and shall not be used or disclosed, in whole or in part, for any purpose other than evaluation within the client organization. This quote shall expire on the "Expiration Date" above. Notwithstanding the foregoing, all product and pricing information is based on the latest information available and is subject to change without notice, including at any time prior to the expiration of the quote. All prices are in U.S. dollars. Prices and tax rates are valid in the U.S. only and are subject to change. Sales tax is based on the "ship to" address on your purchase order. Please indicate your taxability status on your purchase order. Product availability is subject to change and cannot be guaranteed. All shipments are FOB origin. Appropriate freight charges will be added at the time of invoice. Please note that this quote may include items which may be subject to vendor restocking fees if returned, or may not be returnable if not defective (all returns are subject to vendor RMA approval). Core passes through all vendor restocking terms and fees without modification, markup, or additional fees.

Cancellation of any licensing or services with a fixed term or indicated as non-cancellable shall Incur a termination fee equal to 100% of the cost of the remainder of the term, payable to Core in full upon the effective termination date. If First Invoice Amount is less than the Quote Total this is due to the fact that some or all items have a billing frequency of more than one instance, please consult the billing frequency listed for each item. First Invoice Amount is estimated and may not include shipping/freight, estimated sales tax, and incidental charges.

#### Executive Summary for the Purchase of Panasonic Toughbooks

The Rock County Sheriffs Office utilizes Panasonic Toughbook laptop computers within their squad cars. Each year a number of these are purchased to replace those that are broken, worn, or no longer adequate to operate the software and systems used by the law enforcement staff.

The Panasonic Toughbooks are ruggedized laptops that are made to withstand extreme temperature, excess vibration, and abnormal abuse that are common in police work. This authorization is for six Toughbooks that will replace units that are five years old and cause regular difficulties for the deputies and Information Technology staff.

The Toughbooks are being purchased from Baycom, Inc. from Green Bay off of state contract (505ent-o16-naspocomput-02), and include a five-year warranty. The cost of the six Toughbooks is \$15,054.



**TIM COONEY** 2040 RADISSON ST. **GREEN BAY, WI 54302** PHONE: 920-544-4282 FAX: 920-468-8615

tcooney@baycominc.com

**ROCK COUNTY SARA HERZIG** 200 E. US HWY 14 **JANESVILLE, WI 53545** 2/10/2021 608-757-8024

sara.herzig@co.rock.wi.us

#### **QUOTE NO. TC20210210D**

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING: **EQUIPMENT DETAILS AND PRICING** 

QTY	MODEL AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
	State Contract# 505ENT-O16-NASPOCOMPUT-02		
6	Panasonic Toughbook FZ-55 Intel Core i5-8365U 1.6GHz vPro Processor 14" Full HD LED Gloved Touch Display 8GB SDRAM 512GB Solid State Hard Drive 802.11a/b/g/n/ac Ethernet NIC 10/100/1000 Bluetooth v4.0 Windows 10 Pro Emissive Backlit Keyboard Standard Battery and AC Power Adapter 3 Year Parts & Labor Warranty	\$2,188.00	\$13,128.00
	OPTIONS:		
6	1 Year Extended Warranty: \$198.00 each 2 Year Extended Warranty: \$321.00 each 3 Year No Fault Warranty Upgrade: \$269.00 each 1 Year Warranty Extension with No Fault: \$469.00 each 2 Year Warranty Extension with No Fault: \$719.00 each CD/DVD Super MULTI Drive: \$85.00 each Add 4G LTE w/ Satellite GPS: \$257.00 each Add 4G LTE w/ Satellite GPS & Dedicated GPS: \$430.00 each Add 8GB Additional Memory: \$137.00 each Gamber CF-54 Vehicle Docking Station: \$549.00 each Vehicle Docking Station Power Supply: \$124.00 each	\$321.00 ach	\$1,926.00

	<b>EQUIPMENT COST:</b>	\$15,054.00
Payment With Order: Net 30 Days	SHIPPING:	Included
Quotation Good for 90 Days	TAX:	Exempt
We impose a surcharge of 2% on credit card purchases over	TOTAL:	\$15,054.00
\$1,000.00 which is not greater than our cost of acceptance.		
Your signature is an agreement to purchase and an acceptance of Baycom's Terms & Conditions		
(http://terms.baycominc.com)		
Approved By:	/	
AUTHORIZED CUSTOMER SIGNATURE	DATE	
All of the information listed on this proposal is confidential and proprietary information.  If You Have Any Questions, Please Contact Tim Cooney at 920-544-4282		
www.baycominc.com   920.468.5426	800	1.726.5426
MOTOROLA SOLUTIONS Radio Solutions Channel Partner TRBO connection	BAYCOMWIRELESS	OUGHBOOK DUGHBOOK

Arbitrator Ho

**ISQUAD** 

**VESTA** 9-1-1