

MARATHON COUNTY BOARD OF SUPERVISORS
ADJOURNED ORGANIZATIONAL MEETING
Tuesday, September 15, 2020 - 7:00 p.m.
Marathon County Courthouse and Via WebEx

1. Call to Order

The meeting was called to order by Chair Gibbs at 7:00 p.m., the agenda being duly signed and posted.

2. Pledge of Allegiance

The Pledge of Allegiance to the Flag was recited and the Board stood for a moment of silence/reflection.

3. Reading of Notice

The Clerk read the meeting notice, as follows:

A. OPENING OF SESSION:

1. Meeting called to order by Chair Gibbs at 7:00 p.m., the agenda being duly signed and posted.
2. Pledge of Allegiance to the Flag; Followed by a Moment of Silence/Reflection.
3. Reading of Notice.
4. Request for silencing of cellphones and other electronic devices.
5. Roll Call.
6. Acknowledgment of visitors.

B. CONSENT AGENDA:

7. Approval of minutes from the August 13 and 18, 2020 meetings.
8. Referral of bills and communications to respective committees.
9. Authorizing the Clerk to issue orders, bills and claims from the last session through this session.
10. Confirmation of Appointments:
 - a) Rib Mountain Metropolitan Sewerage District Commission
 - b) Veterans Service Commission
11. Adoption of Resolutions:
 - a) Environmental Resources Committee:
 1. Approval of Town of Rib Mountain Local Zoning Ordinance Amendment #R-54-20
 2. Approval of Town of Cassel Local Zoning Ordinance Amendment #R-55-20

RESOLUTIONS

C. HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE:

12. Create 1.5 FTE Custodial Positions for the Facilities and Capital Management Department #R-56-20
13. Create 1.0 Deputy Sheriff in the Marathon County Sheriff's Office to Provide Contracted Services for the Town of Rib Mountain #R-57-20
14. Resolution Awarding the Sale of \$17,845,000 General Obligation Health Care Project Building Bonds, Series 2020B #R-58-20

D. INFRASTRUCTURE COMMITTEE:

15. 2020 County Bridge/Culvert Aid #R-59-20

E. HEALTH & HUMAN SERVICE COMMITTEE:

16. Second Amended Intergovernmental Cooperation Agreement by and between, Langlade County, Lincoln County, Marathon County and Wood County #R-60-20
17. Endorse the Creation of Enabling Legislation by the State of Wisconsin for Regional Transit Authorities #R-61-20

F. MISCELLANEOUS BUSINESS:

18. Announcements and Requests.
19. Motion to Adjourn.

4. Request for Silencing of Cellphones and Other Electronic Devices

Chairperson Gibbs stated the request.

5. **Roll Call**

The Clerk initiated the roll. 33 Supervisors were present as shown:

| <u>Supervisor</u> | <u>District</u> | <u>Supervisor</u> | <u>District</u> |
|-----------------------------------|-----------------|-------------------------------------|-----------------|
| Michelle Van Krey..... | 1 | Sara Guild..... | 20 |
| Romey Wagner..... | 2 | Thomas Rosenberg..... | 21 |
| William Harris..... | 3 | Alan Christensen..... | 22 |
| John Robinson..... | 4 | Chris Voll..... | 23 |
| Ka Lo..... | 5 | Jean Maszk..... | 24 |
| Jeff Johnson..... | 6 | Sandi Cihlar..... | 25 |
| Rebecca Buch.....(excused)..... | 7 | Brent Jacobson..... | 26 |
| Kelly Gabor.....(excused)..... | 8 | Thomas Seubert..... | 27 |
| David Oberbeck..... | 9 | Dennis Gonnering.....(excused)..... | 28 |
| Donna Krause..... | 10 | Chris Dickinson..... | 29 |
| Alyson Leahy..... | 11 | Richard Gumz..... | 30 |
| Arnold Schlei..... | 12 | Allen Drabek..... | 31 |
| Matthew Bootz..... | 13 | Kurt Gibbs..... | 32 |
| Rick Seefeldt..... | 14 | Tim Buttke..... | 33 |
| Randy Fifrick..... | 15 | Gary Beastron..... | 34 |
| William Conway..... | 16 | Jacob Langenhahn.....(excused)..... | 35 |
| E.J. Stark..... | 17 | Bruce Lamont..... | 36 |
| Craig McEwen..... | 18 | Allen Opall..... | 37 |
| Yee Leng Xiong.....(excused)..... | 19 | Jonathan Fisher..... | 38 |

6. **Acknowledgement of Visitors**

Chairperson Gibbs acknowledged and welcomed visitors to the meeting.

B. **CONSENT AGENDA**

Discussion: None.

Action: MOTION BY VICE CHAIR MCEWEN, SECOND BY SUPERVISOR GUMZ, TO APPROVE AGENDA ITEMS B7-B11a2, AS LISTED ON THE CONSENT AGENDA. MOTION CARRIED ON A VOICE VOTE, UNANIMOUS. As part of the consent agenda, minutes of the August 13 & 18 meetings were approved. The bills and communications were referred to respective committees. The Clerk was authorized to issue orders, bills and claims from the last session through this session. The following appointments were confirmed.

Follow Through: None.

APPOINTMENT

Rib Mountain Metropolitan Sewerage District Commission

I, Lance Leonhard, Marathon County Administrator, do hereby upon approval of the Board of Supervisors, appoint Keith Biedermann, 209 Willow Street, Mosinee, to the Rib Mountain Metropolitan Sewerage District Commission for a five year term to expire August 31, 2025.

Dated this 15th day of September, 2020.

APPOINTMENT

Veterans Service Commission

I, Lance Leonhard, Interim Marathon County Administrator, do hereby, upon approval of the Board of Supervisors, appoint Anthony Stange, 1844 Judy Drive, Kronenwetter, to the Veterans Service Commission for a three year term to expire December 31, 2023.

An annual salary of \$100 shall be paid and mileage reimbursement is allowed, paid upon request.

Dated this 15th day of September, 2020.

RESOLUTION #R- 54-20

Approval of Town of Rib Mountain Local Zoning Ordinance Amendment

WHEREAS, to §60.62(3) Wis. Stats provides that any Zoning Ordinance and/or map adopted by a Town Board and any amendment thereof shall be subject to the approval of the County Board in counties having a county zoning ordinance, and

WHEREAS, the Town Board of the Town of Rib Mountain has amended their zoning as shown on the attached report, and

WHEREAS, the Marathon County Environmental Resources Committee, having considered the request to review amendments of the Town Zoning Ordinance filed by the Clerk of the Town of Rib Mountain, and duly advised action by the Town, hereby recommends that the County Board approves this amendment as attached.

NOW, THEREFORE BE IT RESOLVED, that the Marathon County Board of Supervisors hereby approves the amendment to the Town of Rib Mountain Zoning Ordinance and/or Zoning map as attached and made part of this record, all of which to be filed with the Marathon County Clerk.

Dated this 1st day of September, 2020

ENVIRONMENTAL RESOURCES COMMITTEE

RESOLUTION #R- 55-20

Approval of Town of Cassel Local Zoning Ordinance Amendment

WHEREAS, to §60.62(3) Wis. Stats provides that any Zoning Ordinance and/or map adopted by a Town Board and any amendment thereof shall be subject to the approval of the County Board in counties having a county zoning ordinance, and

WHEREAS, the Town Board of the Town of Cassel has amended their zoning as shown on the attached report, and

WHEREAS, the Marathon County Environmental Resources Committee, having considered the request to review amendments of the Town Zoning Ordinance filed by the Clerk of the Town of Cassel, and duly advised action by the Town, hereby recommends that the County Board approves this amendment as attached.

NOW, THEREFORE BE IT RESOLVED, that the Marathon County Board of Supervisors hereby approves the amendment to the Town of Cassel Zoning Ordinance and/or Zoning map as attached and made part of this record, all of which to be filed with the Marathon County Clerk.

Dated this 1st day of September, 2020

ENVIRONMENTAL RESOURCES COMMITTEE

As part of the Consent Agenda, the above appointments were confirmed, and Resolution #R-54-20 and #R-55-20 was adopted.

RESOLUTION #R-56-20

TO CREATE 1.5 FTE CUSTODIAL POSITIONS FOR THE FACILITIES & CAPITAL MANAGEMENT DEPARTMENT

WHEREAS, the mission of the Facilities & Capital Management Department is to perform maintenance and custodial duties to maintain County facilities, equipment, machinery and furnishings in good repair and in clean orderly, and safe condition for Marathon County employees and patrons; and

WHEREAS, NCHC has given Facilities & Capital Management notice that custodial services rendered by NCHC for cleaning of county buildings that include LVPP building (3 floors) and the Health Department will be discontinued; and

WHEREAS, Facilities & Capital Management currently pays NCHC \$90,000 per year for these services; and

WHEREAS, having Facilities & Capital Management employees responsible for the cleaning of these spaces will allow for more control and flexibility over schedules, products and standards; and

WHEREAS, on September 8, 2020, the Human Resources, Finance and Property Committee also voted to recommend creating 1.5 FTE Custodial positions to County Board. (One 1.0 FTE Custodian and one .50 FTE Custodian); and

NOW, THEREFORE, BE IT ORDAINED AND RESOLVED by the Board of Supervisors of the County of Marathon:

A. To create 1.5 FTE Custodial Positions (One 1.0 FTE Custodian and one .50 FTE Custodian), effective the beginning of the first pay period following the approval of this resolution.

Respectfully submitted this 10th day of September, 2020.

HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE

Discussion: None.

Action: MOTION BY ROBINSON, SECOND BY ROSENBERG TO ADOPT THE RESOLUTION. MOTION CARRIED ON A VOICE VOTE, UNANIMOUSLY.

Follow Through: None stated, see Resolution.

RESOLUTION #R-57-20

TO CREATE 1.0 DEPUTY SHERIFF IN THE MARATHON COUNTY SHERIFF'S OFFICE TO PROVIDE CONTRACTED SERVICES FOR THE TOWN OF RIB MOUNTAIN

WHEREAS, the Marathon County Sheriff's Office exists to provide a safe, secure and crime-free community through trust-building, enforcement and public safety management; and

WHEREAS, the creation of this Deputy Sheriff position in partnership with the Town of Rib Mountain is directly linked to this mission; and

WHEREAS, this position will be funded by the Town of Rib Mountain including wages for one full-time deputy along with the purchase of a vehicle and other required equipment; and

WHEREAS, on September 2, 2020, the Public Safety Committee voted to recommend creating 1.0 FTE Deputy position to County Board; and

WHEREAS, on September 8, 2020, the Human Resources, Finance and Property Committee also voted to recommend creating 1.0 FTE Deputy position to County Board.

WHEREAS, in order to fund these positions and services that they will provide § 65.90(5)(a), Wis. Stats., dictates that appropriations in the Marathon County budget may not be modified unless authorized by a vote of two-thirds of the entire membership of the County Board of Supervisors; and

NOW, THEREFORE, BE IT ORDAINED AND RESOLVED by the Board of Supervisors of the County of Marathon:

B. To create 1.0 FTE Deputy Sheriff position effective the beginning of the first pay period following the approval of this resolution.

Respectfully submitted this 10th day of September, 2020.

HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE

Discussion: Question regarding contracted service, funding and additional expense was asked and addressed by Administrator Lance Leonhard

Action: MOTION BY BOOTZ, SECOND BY SCHLEI TO ADOPT THE RESOLUTION. MOTION CARRIED ON A VOICE VOTE, UNANIMOUSLY.

Follow Through: None stated, see Resolution.

RESOLUTION NO. #R-58-20

RESOLUTION AWARDING THE SALE OF \$17,845,000 GENERAL OBLIGATION HEALTH CARE PROJECT BUILDING BONDS, SERIES 2020B

WHEREAS, on June 19, 2018, the County Board of Supervisors of Marathon County, Wisconsin (the "County") adopted an initial resolution, by a vote of at least 3/4 of the members-elect, authorizing the issuance of general obligation bonds or promissory notes in an amount not to exceed \$67,000,000 for the public purpose of financing North Central Health Care ("NCHC") Master Facility Plan projects, including the design and construction of building additions, renovations and landscaping to the NCHC Center and Mount View Care Center campus (the "Project") (the above-referenced initial resolution is referred to herein as the "Initial Resolution");

WHEREAS, the County has previously issued general obligation promissory notes in the principal amount of \$7,775,000 for projects authorized by the Initial Resolution; and

WHEREAS, on August 18, 2020, the County Board of Supervisors of the County adopted a resolution providing that general obligation bonds authorized by the Initial Resolution in an amount not to exceed \$17,845,000 be issued and sold as a single issue of bonds designated as "General Obligation Health Care Project Building Bonds, Series 2020B" (the "Bonds") for the purpose of paying costs of the Project;

WHEREAS, pursuant to the Set Sale Resolution, the County directed PFM Financial Advisors LLC ("PFM") to take the steps necessary to sell the Bonds;

WHEREAS, PFM, in consultation with the officials of the County, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on September 15, 2020;

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

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

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

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

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

Section 1A. Award of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of SEVENTEEN MILLION EIGHT HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$17,845,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal (as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein), plus accrued interest to the date of delivery, is hereby accepted. The Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to execute an acceptance of the Proposal on behalf of the County. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Health Care Project Building Bonds, Series 2020B"; shall be issued in the aggregate principal amount of \$17,845,000; shall be dated their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on February 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on February 1, 2021. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on February 1, 2031 and thereafter are subject to redemption prior to maturity, at the option of the County, on February 1, 2030 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if 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 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years 2020 through 2039 for the payments due in the years 2021 through 2040 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the County shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the County and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the County for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

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

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Health Care Project Building Bonds, Series 2020B" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the County above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

Section 7. Proceeds of the Bonds; 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 a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the County and disbursed solely for the purpose or purposes for which borrowed. In no event shall monies in the Borrowed Money Fund be used to fund operating expenses of the general fund of the County or of any special revenue fund of the County that is supported by

property taxes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the County, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

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

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

Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 11. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the County Clerk or the County Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Bonds. The County shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. 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 Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner

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

The County 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.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). 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 at the close of business on the Record Date.

Section 14. 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 agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the County Clerk or other authorized representative of the County is authorized and directed to execute and deliver to DTC on behalf of the County to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the County Clerk's office.

Section 15. Official Statement. The County Board of Supervisors 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 the Closing, the appropriate County official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The County Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The County hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the County to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

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

Section 17. Record Book. The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the County are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and County Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors 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 and recorded September 15, 2020.

HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE

Discussion: Kristi Palmer gave an explanation of the sale, a summary of the bonds and interest rate and our rating

with Moody's Investment Service.

**Action: MOTION BY ROBINSON, SECOND BY ROSENBERG TO ADOPT THE RESOLUTION.
MOTION CARRIED ON A VOICE VOTE, UNANIMOUSLY.**

Follow Through: None stated, see Resolution.

**RESOLUTION #R-59-20
County Bridge / Culvert Aid**

WHEREAS, various towns and villages hereinafter named have filed petitions for County Aid for construction of bridges under Section 81.38 of the Statutes, said petitions are hereby granted and the County's anticipated share is appropriated as follows:

| Town-Village-City | Bridge or Culvert | Project Cost | County Aid Granted |
|-------------------|-----------------------------------|----------------|--------------------|
| Berlin | 72nd Avenue | \$18,329.22 | \$9,164.61 |
| Berlin | Rainbow Drive | \$21,753.66 | \$10,876.83 |
| Bern | Schweizer Road | \$5,434.78 | \$2,717.39 |
| Cleveland | Balsam Road | \$12,265.34 | \$6,132.67 |
| Day | Kraus Street | \$9,942.26 | \$4,971.13 |
| Day | Oxbo Road | \$5,880.28 | \$2,940.14 |
| Day | River Run Road | \$9,235.50 | \$4,617.75 |
| Day | Schalow Street | \$15,810.70 | \$7,905.35 |
| Easton | Eau Claire River Rd S. of | \$13,568.04 | \$6,784.02 |
| Easton | Eau Claire River N. of Pin Cherry | \$12,826.70 | \$6,413.35 |
| Easton | Eau Claire River Road, W. of Echo | \$7,012.88 | \$3,506.44 |
| Easton | Glenview Road | \$10,146.04 | \$5,073.02 |
| Easton | Sawmill Road | \$7,385.06 | \$3,692.53 |
| Eau Pleine | Equity Street | \$31,588.00 | \$15,794.00 |
| Eau Pleine | Galvin Ave | \$10,536.00 | \$5,268.00 |
| Halsey | Eder Road | \$8,171.40 | \$4,085.70 |
| Holton | Holton Road B37-0321 | \$1,028.40 | \$514.20 |
| Hull | Elm Road & Blackberry Bridges | \$11,666.86 | \$5,833.43 |
| Johnson | Corlad Road | \$5,975.46 | \$2,987.73 |
| Knowlton | Balsam Road | \$6,308.52 | \$3,154.26 |
| Knowlton | Hahn Road | \$13,266.74 | \$6,633.37 |
| Knowlton | Kane Road | \$4,249.20 | \$2,124.60 |
| Kronenwetter | Maple Ridge P37-324 | \$256,866.36 | \$128,433.18 |
| Maine | N. 20th Avenue | \$63,704.62 | \$31,852.31 |
| Marathon | Hollywood Road | \$10,976.36 | \$5,488.18 |
| McMillan | Staad Ave P37-0174 | \$6,675.38 | \$3,337.69 |
| McMillan | Eau Pleine Road | \$65,918.52 | \$32,959.26 |
| Rib Mountain | Swan | \$34,019.32 | \$17,009.66 |
| Rietbrock | Schnapsville Road | \$5,686.08 | \$2,843.04 |
| Texas | Alamo Road | \$9,877.44 | \$4,938.72 |
| Wausau | Restlawn Road | \$29,324.46 | \$14,662.23 |
| Wausau, City of | Bridge Street Bridge* | \$306,178.10 | \$53,089.05 |
| Wausau, City of | Scott Street Bridge | \$9,532.02 | \$4,766.01 |
| Weston | Lester Street | \$2,500.00 | \$1,250.00 |
| Wien | Four Mile Road | \$6,360.30 | \$3,180.15 |
| | Totals | \$1,050,000.00 | \$525,000.00 |

*Bridge Street Project to be funded over 4 years due to project size.

THEREFORE, BE IT RESOLVED, that the County Board does hereby levy a tax on all of the property in the County which is taxable for such purposes as to meet such appropriations; and

BE IT FURTHER RESOLVED that the provisions for this levy shall be made in the County Budget, but that this levy shall not be duplicated.

Dated the 10th day of September, 2020

SUBMITTED BY MARATHON COUNTY INFRASTRUCTURE COMMITTEE

Discussion: None.

**Action: MOTION BY CHRISTENSEN, SECOND BY ROSENBERG TO ADOPT THE RESOLUTION.
MOTION CARRIED ON A VOICE VOTE, UNANIMOUSLY.**

Follow Through: None stated, see Resolution.

RESOLUTION #R-60-20

Changes made by the first amendment to the agreement are indicated in red.

Changes proposed in the second amendment to the agreement are indicated in blue.

SECOND AMENDED INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND BETWEEN LANGLADE COUNTY, LINCOLN COUNTY, MARATHON COUNTY AND WOOD COUNTY

This Agreement is made and entered into by and between Langlade County, Lincoln County, Marathon County and Wood County, each of which is organized and existing under the laws of the State of Wisconsin, which are signatory to this Agreement (the "Member Counties").

RECITALS

WHEREAS, each of the Member Counties is authorized to provide Aging and Disability Resource and Older American Act (OAA) Services for its residents; and

WHEREAS, the Member Counties are authorized by Sec. 66.0301 of the Wisconsin Statutes to enter into contracts for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, the Member Counties, acting for their benefit and for the health, safety and welfare of their citizens, deem it to be in their mutual interests to join together to form a Board under Sec. 66.0301 of the Wisconsin Statutes to provide Aging and Disability Resource and OAA Services for their residents.

NOW, THEREFORE, for and in consideration for the benefits, covenants, and agreements set forth in this Agreement, the parties agree as follows:

SECTION ONE

DEFINITIONS

The following definitions shall apply to this Agreement:

"Agreement" means this intergovernmental cooperation contract regarding the establishment of and the creation of an Intergovernmental Board to provide Aging and Disability Resource Services and OAA Programs in their respective communities.

"Board" means the Aging and Disability Resource Center of Central Wisconsin Board created under this Agreement pursuant to Sec. 66.0301 of the Wisconsin Statutes.

"Fiscal Year" means the period of time from the effective date of this agreement to December 31, 2009, and thereafter commencing on January 1 and ending on December 31 of each following year.

"Governing Body" means the county board of each of the Member Counties.

"Aging and Disability Resource Center of Central Wisconsin (ADRC-CW)" means the entity that provides services and programming to adult and disability qualified citizens of the Member Counties as determined by the Board.

"Member County" means any county which is a party to this Agreement or which may hereafter become a party to this Agreement.

"Proportionate Share" means the proportion that each Member County shall pay to cover annual costs.

"Representative" means the individuals designated by each Member County to be its representatives to the Board.

SECTION TWO

PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish an organization (ADRC-CW) for the Member Counties to provide aging and disability resource services as well as services traditionally known as Older American Act

to qualified citizens of the Member Counties. The Member Counties will create a Board to oversee the provision of such services and to provide governance for the programs provided to the Member Counties.

The purpose of the organization is as follows:

Through a regional collaboration, the Aging and Disability Resource Center of Central Wisconsin (ADRC-CW) will maximize available resources to enhance the quality of life for the elderly and adults with developmental and/or physical disabilities in our designated service area.

SECTION THREE
PARTIES TO AGREEMENT

Each Member County represents and warrants that it intends to, and does hereby, contract with all other Member Counties executing this Agreement, and any new members admitted to the Board pursuant of Section Eight hereof.

SECTION FOUR
THE 66.0301 BOARD

- 4.01 Creation. Pursuant to Sec. 66.0301 of the Wisconsin Statutes, there is hereby created an intergovernmental cooperation Board composed of the Member Counties and a Board to be known as the ADRC-CW Board.
- 4.02 Powers and Duties of Board. The Board shall have the powers common to its Member Counties and is authorized, in its own name, to do all acts necessary to exercise such common powers to fulfill the purposes of this Agreement referred to in Section Two. In addition, the Board shall have the following powers:
- A. The Board shall have the power to establish the Board's annual budget as provided in Section 5.02.
 - B. The Board shall have the authority to hire, supervise, and support the Executive Director of the ADRC-CW and to take other action deemed necessary for the operation of the ADRC-CW provided for this Agreement. Subject to the above authority of the Board and further subject to future amendments of this Agreement, the Executive Director shall be considered an employee of Marathon County. All other employees of the ADRC-CW, other than the Executive Director, shall be subject to the supervisory authority of the Executive Director and shall also be considered employees of Marathon County.
 - C. The Board shall have the authority to enter into leases or contracts necessary for the provision of services provided under this Agreement. ~~Said leases or contracts shall not exceed three (3) years unless approved by the Governing Bodies of each Member County.~~
 - D. The Board shall provide an annual report to the Member Counties of the programs and services provided by the Board and the financial aspects of the programs and services provided.
 - E. The Board shall have the authority to contract with Member Counties for the provision of Adult Protective Services within those Counties.
- 4.03 Limitation on Powers of Board. The Board shall not have the power to borrow funds.
The Board shall not have the authority to own facilities unless approved by all Member Counties.
- 4.04 Board Membership. The Governing Body of each Member County shall designate two County Board Supervisors as its Representatives to serve on the Board.
These representatives shall be selected by the governing body of the Member County pursuant to its normal procedures. Member County can appoint an alternate representative. Alternative representative may only vote when that function is requested by absent representative and announced at beginning of meeting.
~~Five~~ **Seven** citizen members shall also serve as members of the Board. Citizen Members will be selected at large from the service areas and shall be individuals who receive services from the ADRC-CW or are affiliated with individuals who

receive services from the ADRC-CW. Citizen Members will represent the following populations: ~~4~~ Two (2) - Developmentally Disabled, 1 (One) - Physically Disabled, ~~3~~ Four (4) - Elderly. The Citizen Members shall be recommended to the Member Counties by the remaining members of the ADRC-CW Board and shall be appointed by the Member Counties in accordance with their normal appointment process.

~~Representatives and Citizen Members shall be appointed for terms of no less than three (3) years.~~ In the event that the Board receives written notice from the appointing Member County of the replacement of the Representative, or the death or resignation of the Representative, the Member County may appoint a Representative to replace the previously appointed Representative ~~for the remainder of the term of that Representative.~~ Representatives of any Member County which withdraws from this agreement shall be removed effective the date of the withdrawal. Citizen Members will be replaced based upon their population representation using the appointment process.

~~The initial term of the Representatives shall be designated as one year, two years and three years in order to create a rotating schedule for Representatives to serve on the Board from each Member County. The Governing Body of each Member County shall designate the terms of the initial Representatives. A Representative's term shall not exceed two (2) consecutive three (3) year terms.~~ Representatives are entitled to reimbursement by his/her Member County as authorized by the Governing Body of his/her Member County. Citizen Members shall be reimbursed by the Board as set forth in its fiscal policy.

4.05 Meetings of Board. An initial organizational meeting of the Board shall be called by the representative(s) from the Member County with the largest population. Thereafter, meetings shall be held on the 15th of each month unless the Board establishes a different schedule of regular meetings.

Other meetings of the Board may be called by the Chairman or by fifty percent of the Representatives.

A. Open Meetings. Each meeting of the Board shall be called, noticed, held and conducted in accordance with the Wisconsin Open Meetings Law (Sec.19.81 et. seq. of the Wisconsin Statutes).

B. Minutes. Minutes of the meetings of the Board shall be kept by the Secretary/Treasurer. The Secretary/Treasurer shall forward copies of the minutes to the Representatives and the Clerks of the Member Counties.

C. Quorum. A majority of the Representatives is a quorum for the transaction of business. A vote of a majority of a quorum at the meeting is sufficient to take action unless the vote by a greater number is required by law or this Agreement.

4.06 Board Officers. Annually at the Annual Meeting in June, the Representatives shall elect a Chairman, Vice Chairman and Secretary/Treasurer from the membership of the Board. The Chairman, Vice Chairman and Secretary/Treasurer shall be the officers of the Board. Said election shall be effective for one year.

4.07 Powers and Duties of Officers.

A. Chairman. The Chairman shall preside at all meetings of the Board and shall sign all resolutions, contracts and any other documents of any kind requiring a signature on behalf of the Board.

B. Vice Chairman. The Vice Chairman shall perform all of the duties and have all of the powers of the Chairman in the absence of the Chairman.

C. Secretary/Treasurer. The Secretary/Treasurer or its designee shall make and keep a permanent record of all Board proceedings, including public hearings; have custody of all records of the Board; furnish Representatives with a copy of the agenda of meetings of the Board prior to such meetings; furnish all notices of meetings and proceedings as may be required by law; countersign

all contracts and any other documents requiring signature on behalf of the Board; and attest to and/or certify all actions taken by or on behalf of the Board. The Secretary/Treasurer shall keep all bills filed with the Board and render a report of all Board finances at each meeting of the Board. The Secretary/Treasurer shall perform all of the duties and have all the powers of the Chairman in the absence of the Chairman and Vice Chairman.

SECTION FIVE
BUDGET AND AUDIT

- 5.01 Fiscal Policy. Board will be responsible for developing fiscal policy for the operation of the ADRC-CW subject to review and approval of the Member Counties.
- 5.02 Budget. The Board shall present a proposed annual budget on a schedule and in a form consistent with each of the Member County budget approval process. That portion of the proposed budget funded by property taxes for each fiscal year shall be submitted for approval of the Member Counties as part of the regular budget approval process for the Member County. Copies of the entire budget shall be distributed to each Representative and to each Member County. The budget may establish any and all reserve funds for the sound fiscal operation of the Board as approved in the ADRC-CW fiscal policy which is incorporated herein.
- 5.03 Audit. The Board shall cause an annual independent financial audit of the Board accounts and records with respect to all receipts, disbursements, other transactions, and entries into the books of the Board: The annual audited financial statements shall be forwarded to the respective Member Counties on a timely basis and comply with accounting requirements as set forth by General Accepted Accounting Principles (GAAP) and the General Accounting Standards Board (GASB).
- 5.04 Proration of Expenses.
- A. It is the intent of the parties to this Agreement that the Aging and Disability Resource Center services and the funding for the same is combined into a four county regional program with uniform and consistent services based upon and required by the contract with the State of Wisconsin.
 - B. It is the intent of the parties to this Agreement that the annual cost of operating the Older American Act services and other regional services provided by the four counties will be funded jointly by a state grant to the ADRC-CW and by local tax levy. Annually the tax levy required to fund OAA services as proposed by the ADRC-CW Board in its proposed annual budget will be prorated based upon an allocation of 46.1% Marathon County, 23.1% Wood County, 13.4% Langlade County and 17.4% Lincoln County. Annual levy expenditures for OAA services proposed by the ADRC-CW Board will require approval by a majority of the member counties. Failure of a Member County to approve the annual levy will not relieve it from its responsibility to contribute its prorated levy amount for that fiscal year. Counties wishing to discontinue contributing their prorated allocation in the future, must follow withdrawal procedures as stipulated in section IX.
- 5.05 Ownership of Facilities. Each Member County shall retain ownership of the real property facilities used by the Member County for the provision of ADRC-CW services in their respective county. Personal property may be owned by ADRC-CW jointly with other entities and as further enumerated in the ADRC-CW fiscal policy.
- 5.06 Use of Funds from Member Counties. All funds allocated by Member Counties for the provision of aging and disability resource services and services under the Older American Act shall be utilized solely for the provision of those services. In no event shall funds allocated by Member Counties for the provision of aging and disability resource services and services under the Older American Act be

directed towards the provision of Adult Protective Services by the ADRC-CW. Funds for the provision of Adult Protective Services shall be accounted for and utilized separately by ADRC-CW in the event ADRC-CW is contracted to provide those services for any Member County.

SECTION SIX

BILLING AND PAYMENT PROCEDURES/SUPPORT SERVICES

- 6.01 Billing Procedures. The Board shall have the authority to establish billing procedures for the costs of the ADRC-CW to be paid by the Member Counties.
- 6.02 Payment by Member Counties. Each Member County agrees to promptly pay all billing statements from the Board. If any Member County disputes the amount of any payment to be made, it shall nevertheless pay the amount claimed when due, stating in writing that it is making such payment under protest and the grounds therefore. By such payment the Member County shall not have agreed to the correctness of the amount and shall nevertheless retain the right to dispute the validity of the claim on any of the grounds set forth in such protest with the same effect as if it had not made payment. Such dispute shall be resolved in the manner, as provided in Section Twelve hereof, if the Board and the Member County cannot dispose of the dispute by agreement.
- 6.03 Failure to Make Payment. If any Member County fails to pay any amount due and owing to the Board, such defaulting Member County shall be indebted to the Board for the payment due, plus interest as enumerated in the ADRC-CW Fiscal Policy.
- 6.04 Fiscal Agent/Employment. For the initial term of this Agreement and subject to the cancellation provisions herein, Marathon County shall serve as the fiscal agent for ADRC-CW providing all audit, generalized accounting, payroll and fringe benefit management. Marathon County shall further provide support services including IT (Data Center), legal services, employee resource services, Worker's Compensation Administration, and liability insurance through Wisconsin Municipal Mutual Insurance Company (WMMIC). Insurance coverage through WMMIC shall not include Errors or Omission coverage for Officers and Board Members. The Board shall purchase separate insurance for this coverage and any other insurance as required. For the initial term of this Agreement and subject to the cancellation provisions herein, all employees of ADRC-CW shall be considered employees of Marathon County. Should either the ADRC-CW or Marathon County find it in their respective best interests to terminate this relationship for any or all of the support services, written notice shall be provided to the other party. Written notice shall be a minimum of six (6) months unless a shorter notice is required by actions beyond the control of the cancelling party (i.e., notice by an insurance carrier of cancellation or contract amendments by contractors to Marathon County). Marathon County shall bill for support services at the usual and customary rate charged to other entities. The rate for all support service charges will be established as part of the annual budget and will not be altered during the fiscal year of the ADRC-CW.

SECTION SEVEN

INDEMNIFICATION

Each party shall indemnify the other Member Counties, and their respective agents and employees, from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees incurred in the necessary prosecution or defense of any action, arising out of performance or nonperformance by that Member County of any of its obligations under this Agreement and which is caused in whole or in part by that Member Counties negligent act or omission, or that of its agents or employees, or anyone employed by it or for whose acts that it may be liable, or for any breach by it of any of the terms of this Agreement.

SECTION EIGHT

NEW MEMBERS

Any county which is contiguous with a member county may request to become a member of the ADRC-CW. Admission of new members shall be obtained by approval by all Member Counties.

Each prospective member must agree to the terms of this Agreement and deliver a duly executed copy of the Agreement to the Board.

SECTION NINE

WITHDRAWAL OF MEMBERS

Any Member County may withdraw from the ADRC-CW upon providing sixteen (16) months written notice to the Board prior to the effective date of the withdrawal. Any withdrawal shall only be effective on December 31 following the sixteen (16) months notice requirement.

Notice of withdrawal from the ADRC-CW will not relieve a Member County's obligation to make payments on its proportionate share of expense to the Board until the effective date of the withdrawal provided above. Withdrawal from the ADRC-CW will not relieve a Member County of any liability assigned to the Board or the ADRC-CW which arose during the period of time the Member County was a member of the Board or any liability which arises as a result from an incident that occurred during the same time period.

SECTION TEN

TERM OF AGREEMENT

This Agreement shall be effective upon approval of all of the Governing Bodies of the respective Member Counties.

This Agreement shall be for an indefinite term subject to the right of each Member County to withdraw from participation in accordance with the terms of this Agreement and compliance with the requirements for withdrawal from the Board.

SECTION ELEVEN

DISSOLUTION OF BOARD

In the event of withdrawal by a Member County, the ADRC-CW and its Board shall continue to exist with-remaining Member Counties for the purpose of continuing to provide services for the remaining Member Counties. The fiscal policy of the ADRC-CW shall establish procedures for the equitable distribution of assets of any withdrawing Member County or upon dissolution of the ADRC-CW.

The ADRC-CW shall be dissolved by a vote of two-thirds (2/3) of the Board. Said dissolution shall be effective December 31 following the sixteen (16) months' notice requirement set forth herein.

SECTION TWELVE

DISPUTE RESOLUTION

It is understood and agreed that all disputes which may arise under or in connection with this Agreement shall be resolved by the Board unless the Board is directly involved in the dispute in which case the matter shall be resolved by the Appeals Committee.

The Appeals Committee will be comprised of the Chairs of the member Counties' Finance and Human/Employee Resources Committees and one member county representative serving on the Board from each Member County. Each Member County Board Chair will designate the Board Representative to serve on the Appeals Committee.

A Member County may seek review of a determination by the Board by appeal to the Appeals Committee. A Member County may seek review of a determination made by the Appeals Committee by appeal to the Circuit Court.

In order to invoke this dispute resolution procedure, a Member County shall file a written notice with the Board setting forth the details of the dispute. The notice shall state that the Member County is electing to resolve the dispute under the provisions of this Section. Every effort shall be made to resolve disputes under this Section in a timely manner but, in no event, no longer than ninety (90) days from the date of the notice unless waived by the Member County. This ninety day time limitation is an aggregate limitation which applies regardless of whether the dispute resolution process is initiated with the Board.

SECTION THIRTEEN

MISCELLANEOUS

- 13.01 Notices. Notices under this Agreement to Member Counties shall be sufficient if delivered to their Representatives and the office of the Clerk of the Member County. Notices to the Board under this Agreement shall be sufficient if delivered to the Chair and the Secretary/Treasurer at his or her regular business office. Notices for meetings of the Board shall be governed by the Open Meeting Law of the State of

- Wisconsin.
- 13.02 Amendments to Agreement. This Agreement may be amended at any time if the amendment is approved by all Member Counties acting through their governing Bodies.
- 13.03 Effective Date of Amendments. Any amendment of this Agreement shall become effective upon the Board receiving notice of the approval of the amendment by all of the Governing Bodies of the Member Counties.
- 13.04 Severability. Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Wisconsin, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.
- 13.05 Agreement Complete. The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.
- 13.06 Prohibition Against Assignment. Neither Member Counties nor the Board may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member County shall have any right, claim or title to any part, share, interest, fund or asset of the Board.
- 13.07 Procedural Rules of Meetings. All meetings of the Board or Sub-committees thereof shall be governed by current Robert's Rules of Order.
- 13.08 Execution. This Agreement shall be executed on behalf of each Member County, upon approval thereof by its Governing Body, by duly authorized officials (including its County Board Chair and County Clerk). 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 executed this Agreement as of the day and year first written above.

Dated and signed this 15TH day of September 2020.

Discussion: None.

Action: MOTION BY BUTTKE, SECOND BY VANKREY TO ADOPT THE RESOLUTION. MOTION CARRIED ON A VOICE VOTE, UNANIMOUSLY.

Follow Through: None stated, see Resolution.

RESOLUTION #R-61-20

ENDORSE THE CREATION OF ENABLING LEGISLATION BY THE STATE OF WISCONSIN FOR REGIONAL TRANSIT AUTHORITIES

WHEREAS, In 2009 the Wisconsin Legislature passed legislation included in Act 28, enabling the formation of Regional Transit Authorities, complete with the power of taxation necessary to fund their start-up and operations; and

WHEREAS, In 2011, as part of Act 32, the Wisconsin Legislature passed legislation disabling the same Regional Transit Authorities, with no explanation or narrative for undoing what had been done two years earlier; and

WHEREAS, Wisconsin is the only Midwest state without enabling legislation to create these authorities. Regional Transit Authorities (RTAs) are a quasi-governmental entity that provides a governance structure for a unified transportation system and has taxing authority, therefor offering a funding alternative to property taxes; and

WHEREAS, Regional Transit Authorities allow for a regional and comprehensive look at transportation. They encourage connectivity and multimodal approaches since the planning takes place with one body for the whole region. A multimodal and coordinated system improves the mobility, connectedness, and quality of life for those who are unable to drive themselves, particularly older adults, and

individuals with disabilities and those with low incomes; and

WHEREAS, Developing transportation systems requires flexibility to create innovative services that can cross municipal and county borders and account for communities of different sizes. RTAs enable this to be done in a more efficient, effective and sustainable manner; and

WHEREAS, Transportation systems are a part of the infrastructure that helps people get to jobs, medical appointments, and remain active and engaged members of the community and local economy. Where there are strong systems and meaningful mobility choices, there are strong communities; and

WHEREAS, Marathon County places great importance on our system of mobility for the populations most in need of the services that a Regional Transit Authority could provide our residents; and

WHEREAS, lack of mobility for people is a factor contributing to their lack of "sustainability," while Regional Transit would allow easier access to jobs, schools, health care, and basic needs; and

NOW, THEREFORE, BE IT RESOLVED, Marathon County calls upon the Wisconsin Legislature to craft and pass Legislation to enable Regional Transit Authorities in Wisconsin; and

BE IT FURTHER RESOLVED, that there be no limitations placed on the number of such Authorities, barring duplication of services or geographic overlap; and

BE IT FURTHER RESOLVED, that agencies and Legislative Committees charged with overseeing transportation needs, make the creation of these RTAs a top priority.

Dated this 15th day of September 2020.

TRANSPORTATION COORDINATING COMMITTEE

HEALTH & HUMAN SERVICES COMMITTEE

Discussion: None.

Action: MOTION BY HARRIS, SECOND BY JOHNSON TO ADOPT THE RESOLUTION. MOTION CARRIED ON A VOICE VOTE, UNANIMOUSLY.

Follow Through: None stated, see Resolution.

Announcements or Requests

- Chairman Gibbs informed there is a special Executive Committee meeting on 09/23/2020 at 4p.m., contingent on attorney's availability
- Chairman Gibbs informed there is a Finance Committee meeting on 9/21/2020 at 4p.m. WebEx invites will be sent.
- Supervisor Krause informed that there is a Women's Suffrage presentation live on Facebook on 9/19/20 at 2p.m.
- Supervisor Seefeldt announced that North American Midway has their food stands available at Marathon Park from 9/16-9/20/20 from noon-10p.m.

Adjournment

MOTION BY MCEWEN, SECOND BY DRABEK TO ADJOURN. MOTION CARRIED ON A VOICE VOTE. Meeting adjourned at 7:23 p.m.

- Minutes prepared by Patricia Hornung, Administrative Specialist.