

PROCEEDINGS
OF THE
BOARD OF SUPERVISORS
Columbia County, Wisconsin

Portage, Wisconsin
July 18, 2012
7:00 P.M.

The Board of Supervisors of Columbia County convened in annual session at the Carl C. Frederick Administration Building in Portage pursuant to law. The meeting was called to order by Chair Ross and was certified to be in compliance with the Wisconsin Open Meetings Law.

All Supervisors were present, except Baumgartner, absent.

Members stood and recited the Pledge of Allegiance.

A motion was made by DeYoung, second by Zander to approve the Journal of June 20, 2012. Motion carried.

A motion to approve the agenda, as printed was made by Martin, second by Teitgen. Motion carried.

Bill Dreyer addressed the Board regarding concerns with the restoration of the shoulder on County Highway H in Columbia County after the installation of underground connections for the wind energy project.

Don Weideman and Doug Scheel spoke before the Board about the rise of heroin use in Columbia County and the need for additional resources and education.

Chair Ross referred to the following handouts placed on supervisor's desks:

- Invitation from Anteco Pharma to attend the grand opening on Friday, July 27, 2012 of their expanded manufacturing facility.
- A flyer from the Columbia County Broadband Provider Relations Work Group asking for assistance in finding where gaps in broadband service exist by completing a survey online at <http://www.wisconsindashboard.org/residence>, <http://www.wisconsindashboard.org/business-survey> or request a hardcopy from the Columbia County Economic Development Corporation (CCEDC) at 608-742-6161.

The following appointments were announced:

- (1) East Wisconsin County Railroad Consortium: Jim Foley to replace Vern E. Gove, remaining term to April, 2014. On a motion by Baebler, second by Hutler, the appointment was approved.
- (2) Local Library Boards
 - Cambria: Robert Grahn and Donna Saylor, 3 year terms to May, 2015
 - Pardeeville: Terry Miller, 3 year term to May, 2015
 - Portage: Eleanor MacLeish, 3 year term to May, 2015
 - Poynette: Delores Hausmann and Bob Garske, 3 year terms to May, 2015.

On a motion by Westby, second by Gove, the appointments were approved.

REPORT OF THE PLANNING AND ZONING COMMITTEE

The Planning and Zoning committee having held a public hearing thereon pursuant to Section 59.69 Wisconsin Statutes, notice thereof have been given as provided by law and being duly advised of the wishes of the people in the areas affected hereby recommend as follows:

1. A petition by Connie Herpel, Cambria, WI, Petitioner and The Children's Trust of Ellis & Loretta Foulkes Family Trust, Owner, to rezone from Agricultural to Rural Residential, Agricultural and Single Family Residence to Single Family Residence and Agricultural to Agricultural with Agricultural Overlay, Parcel 192, Section 10, T11N, R12E in the Town of Fountain Prairie on the 21st day of June, 2012 to be approved as follows: To change from Agricultural to Rural Residential, Agricultural and Single Family Residence to Single Family Residence and Agricultural to Agricultural with Agricultural Overlay, Parcel 192, Section 10, T11N, R12E, Town of Fountain Prairie.
2. A petition by Kelly Schaller & William Schaller, Portage, WI, Petitioners and Owners, to rezone from A-1 Agriculture to RR-1 Rural Residential and A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay, Parcel 455.02, Section 23, T13N, R9E in the Town of Fort Winnebago on the 7th day of May, 2012 to be approved as follows: To change from A-1 Agriculture to RR-1 Rural Residential and A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay, Parcel 455.02, Section 23, T13N, R9E, Town of Fort Winnebago.

3. A petition by James P. Blankenheim, Portage, WI, Petitioner and The Saddle Ridge Corp., Owners, to rezone from A-1 Agriculture to C-1 Light Commercial with a PD-2 Planned Commercial District Overlay, Parcel 698.03, Section 36, T13N, R9E in the Town of Fort Winnebago on the 2nd day of July, 2012 to be approved as follows: To change from A-1 Agriculture to C-1 Light Commercial with a PD-2 Planned Commercial District Overlay, Parcel 698.03, Section 36, T13N, R9E, Town of Fort Winnebago.
4. A petition by Denise Knight & Jerry Knight, Poynette, WI, Petitioners & Owners, to rezone from Agricultural to Agricultural No. 2, Parcel 426, Section 28, T11N, R9E in the Town of Dekorra on the 26th day of June, 2012 to be approved as follows: To change from Agricultural to Agricultural No. 2, Parcel 426, Section 28, T11N, R9E, Town of Dekorra.

Fred C. Teitgen
 Mike Weyh
 Mary Cupery
~~Harlan Baumgartner~~
 James E. Foley
 PLANNING AND ZONING COMMITTEE

Upon hearing no objection, Chair Ross directed the report be accepted and placed on file.

RESOLUTION NO. 32-12

WHEREAS, on January 18, 2012, the Columbia County Board of Supervisors enacted Ordinance No. 128-12 which amended Columbia County Code of Ordinances Title 7 – Human Resources; and,

WHEREAS, as part of Ordinance No. 128-12, the County Board adopted new Policies and Procedures for General Employees, Field Employees of the Highway and Transportation Department, Columbia Health Care Center Employees and Non-Sworn Staff of the Sheriff’s Office, and a new Operations Manual for Management; and,

WHEREAS, since the enactment of Ordinance No. 128-12, several County Board Committees determined that certain provisions of the Policies and Procedures and the Operations Manual for Management should be amended.

NOW, THEREFORE BE IT RESOLVED, that the Policies and Procedures and the Operations Manual for Management are hereby amended as follows:

Policies and Procedures for General Employees:

Page 11:

Vacation

~~After one year of employment, employees earn two weeks of vacation; however, department management may, at its discretion, approve one week of anticipated vacation after six months of employment. If the one week of anticipated vacation is granted, it is with the understanding that no vacation is earned until an employee has been employed for one full year. In the event that an employee terminates his/her employment, or is terminated by the County prior to his/her one year anniversary of employment, the final check will reflect that the pay for that week of anticipated vacation has been deducted.~~

Accrual: Employees earn paid vacations based on his/her anniversary date in accordance with the following schedule:

Full Years of Continuous Employment	Weeks of Vacation
<u>6 months</u>	<u>1 (5 days)</u>
<u>1</u>	<u>1 (5 days)</u>
1-4	2 (10 days)
5-11	3 (15 days)
12-17	4 (20 days)
18+	4 weeks (20 days)
18+ (For employees hired before 12/31/1995)	4 weeks (20 days) + one additional day for each additional year of service to a maximum of 30 days of vacation per year

All other provisions of this section remain unchanged.

Page 27:

Technology in the Workplace

The use of technology in many departments within the County has simplified processes and increased the efficiency and productivity of its employees. All employees are expected to become familiar with the resources available to them, and to participate in internally offered training courses that will enhance skills and job performance.

For specific policies regarding access to the County's computer system, internet access, and electronic mail and telework refer to Exhibits G, H, and I, J and K in the Appendix.

Add after current text:

Telework

At the discretion of the department head and with the approval of the Human Resources Department, an employee may work remotely, such as from home, with the following limitations:

- Any telework engagement must be in the best interest of Columbia County.
- The work performed must be information based.
- The employee must be able to work with limited direct supervision.
- The remote site must have access to high speed internet.
- The remote location must be a safe environment conducive to telework.
- All parties must indicate agreement with the telework restrictions by signing the Telework Agreement Form (see Exhibit K) and filed with the Human Resources Department.
- Department Heads and employees should reference the Telework – Best Practices (see Exhibit J) when considering a telework engagement.
- The telework agreement may be terminated at any time by the department head, the employee or the Human Resources Department without prior notice.

Personnel Sanctions for Noncompliance of Information Systems Technology Policies

All County employees are required to adhere to the County's information technology policies published on the County's intranet, located at the following link:

<http://ccweb/countyintranet/mis/CustomerCare/CountyInformationTechnologyPolicies.aspx>

Any County employee violating these policies while using the County's information systems network shall be subject to loss of network privileges and any other disciplinary actions deemed appropriate by the Human Resources Department and governing committees, possibly including termination and criminal and/or civil prosecution. Any user who is aware of violations of any of the policies defined within this document is required to report such violations to either the Human Resources or the MIS Department.

Add new Exhibits to Appendix:

Exhibit J Telework Best Practices (copy attached).

Exhibit K Telework Agreement Form (copy attached).

Policies and Procedures for Field Employees of the Highway and Transportation Department:

Page 11:

Vacation

~~After one year of employment, employees earn two weeks of vacation; however, department management may, at its discretion, approve one week of anticipated vacation after six months of employment. If the one week of anticipated vacation is granted, it is with the understanding that no vacation is earned until an employee has been employed for one full year. In the event that an employee terminates his/her employment, or is terminated by the County prior to his/her one year anniversary of employment, the final check will reflect that the pay for that week of anticipated vacation has been deducted.~~

Accrual: Employees earn paid vacations based on his/her anniversary date in accordance with the following schedule:

<u>Full Years of Continuous Employment</u>	<u>Weeks of Vacation</u>
<u>6 months</u>	<u>1 (5 days)</u>
<u>1</u>	<u>1 (5 days)</u>
<u>1-4</u>	<u>2 (10 days)</u>
<u>5-12</u>	<u>3 (15 days)</u>
<u>12-18</u>	<u>4 (20 days)</u>
<u>18+</u>	<u>4 weeks (20 days)</u>
<u>18+ (For employees hired before 12/31/1995)</u>	<u>4 weeks (20 days) + one additional day for each additional year of service to a maximum of 30 days of vacation per year</u>

All other provisions of this section remain unchanged.

Page 31:

Technology in the Workplace

The use of technology in many departments within the County has simplified processes and increased the efficiency and productivity of its employees. All employees are expected to become familiar with the resources available to them, and to participate in internally offered training courses that will enhance skills and job performance.

For specific policies regarding access to the County's computer system, internet access, and electronic mail and telework refer to Exhibits G, H, and I, J and K in the Appendix.

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- The remote location must be a safe environment conducive to telework.
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Personnel Sanctions for Noncompliance of Information Systems Technology Policies

All County employees are required to adhere to the County's information technology policies published on the County's intranet, located at the following link:

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Any County employee violating these policies while using the County's information systems network shall be subject to loss of network privileges and any other disciplinary actions deemed appropriate by the Human Resources Department and governing committees, possibly including termination and criminal and/or civil prosecution. Any user who is aware of violations of any of the policies defined within this document is required to report such violations to either the Human Resources or the MIS Department.

Add new Exhibits to Appendix:

Exhibit J Telework Best Practices (copy attached).

Exhibit K Telework Agreement Form (copy attached).

Policies and Procedures for Columbia Health Care Center Employees:

Page 14:

Vacation

~~After one year of employment, employees earn two weeks of vacation; however, department management may, at its discretion, approve one week of anticipated vacation after six months of employment. If the one week of anticipated vacation is granted, it is with the understanding that no vacation is earned until an employee has 1/2012 been employed for one full year. In the event that an employee terminates his/her employment, or is terminated by the County prior to his/her one year anniversary of employment, the final check will reflect that the pay for that week of anticipated vacation has been deducted.~~

Vacation pay is equal to the pay that the employee would have received while working his/her normal schedule for the week. A vacation week is equal to seven (7) days off, five (5) of which are considered to be paid vacation days.

Accrual: Employees earn paid vacations based on his/her anniversary date in accordance with the following schedule:

Full Years of Continuous Employment	Weeks of Vacation
<u>6 months</u>	<u>1 (5 days)</u>
<u>1</u>	<u>1 (5 days)</u>
<u>1-4</u>	2 (10 days)
5-11	3 (15 days)
12-17	4 (20 days)
18+	4 weeks (20 days)
18 years and hired before 12/31/1995	4 weeks (20 days) + one <u>additional</u> day for each additional year of <u>employment service</u> to a maximum of 30 days of vacation <u>per year</u> .

All other provisions of this section remain unchanged.

Page 33:

Technology in the Workplace

The use of technology in many departments within the County has simplified processes and increased the efficiency and productivity of its employees. All employees are expected to become familiar with the resources available to them, and to participate in internally offered training courses that will enhance skills and job performance.

For specific policies regarding access to the County's computer system, internet access, and electronic mail and telework refer to Exhibits G, H, and I, J and K in the Appendix.

Add after current text:

Telework

At the discretion of the department head and with the approval of the Human Resources Department, an employee may work remotely, such as from home, with the following limitations:

- Any telework engagement must be in the best interest of Columbia County.
- The work performed must be information based.
- The employee must be able to work with limited direct supervision.
- The remote site must have access to high speed internet.
- The remote location must be a safe environment conducive to telework.

- All parties must indicate agreement with the telework restrictions by signing the Telework Agreement Form (see Exhibit K) and filed with the Human Resources Department.
- Department Heads and employees should reference the Telework – Best Practices (see Exhibit J) when considering a telework engagement.
- The telework agreement may be terminated at any time by the department head, the employee or the Human Resources Department without prior notice.

Personnel Sanctions for Noncompliance of Information Systems Technology Policies

All County employees are required to adhere to the County’s information technology policies published on the County’s intranet, located at the following link:

<http://ccweb/countyintranet/mis/Customercare/CountyInformationTechnologyPolicies.aspx>

Any County employee violating these policies while using the County’s information systems network shall be subject to loss of network privileges and any other disciplinary actions deemed appropriate by the Human Resources Department and governing committees, possibly including termination and criminal and/or civil prosecution. Any user who is aware of violations of any of the policies defined within this document is required to report such violations to either the Human Resources or the MIS Department.

Add new Exhibits to Appendix:

Exhibit J Telework Best Practices (copy attached).

Exhibit K Telework Agreement Form (copy attached).

Policies and Procedures for the Non-Sworn Staff of the Sheriff’s Office:

Page 12:

Vacation

Accrual: Employees earn paid vacations based on his/her anniversary date in accordance with the following schedule:

~~After one year of employment, employees earn two weeks of vacation; however, department management may, at its discretion, approve an anticipated vacation. If the anticipated vacation is granted, it is with the understanding that no vacation is earned until an employee has been employed for one full year. In the event that an employee terminates his/her employment, or is terminated by the County prior to his/her one year anniversary of employment, the final check will reflect that the pay for anticipated vacation has been deducted.~~

Full Years of Continuous Employment	Working Days of Vacation
<u>6 months</u>	<u>5 days</u>
<u>1</u>	<u>5 days</u>
<u>1-4</u>	10 days
5-11	15 days
12-17	20 days
18+	20 days
18 + and hired prior to 12/31/1995	20 days+ one additional day for each additional year of service to a maximum of 30 days of vacation <u>per year.</u>

All other provisions of this section remain unchanged.

Page 23:

Add new section:

Personnel Sanctions for Noncompliance of Information Systems Technology Policies

All County employees are required to adhere to the County's information technology policies published on the County's intranet, located at the following link:

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Any County employee violating these policies while using the County's information systems network shall be subject to loss of network privileges and any other disciplinary actions deemed appropriate by the Human Resources Department and governing committees, possibly including termination and criminal and/or civil prosecution. Any user who is aware of violations of any of the policies defined within this document is required to report such violations to either the Human Resources or the MIS Department.

Operations Manual for Management:

Page 7:

The Hiring Process
Authorization to Fill New or Vacant Positions

(c) Vacant Positions.

(4) Once approval to refill the vacant position has been received from the governing committee, Human Resources Committee, Executive Committee and Finance Committee (required only if there is a fiscal impact), ~~in that order~~, recruitment will be instituted to fill the position.

All other provisions of this section remain unchanged.

Page 16:

Special Provisions for the Sheriff's Office

Add after current text:

Managerial Sheriff's Office employees including the Executive Secretary shall receive fringe benefits including vacations, holidays and an annual clothing allowance in a manner equivalent to similar benefits provided to Sworn Sheriff's Office employees.

Page 30:

Vacation

~~After one year of employment, employees earn two weeks of vacation; however, department management may, at its discretion, approve one week of anticipated vacation after six months of employment. If the one week of anticipated vacation is granted, it is with the understanding that no vacation is earned until an employee has been employed for one full year. In the event that an employee terminates his/her employment, or is terminated by the County prior to his/her one year anniversary of employment, the final check will reflect that the pay for that week of anticipated vacation has been deducted.~~

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<u>18+</u>	<u>4 (20 days)</u>
18+ (For employees hired before 12/31/1995)	4 weeks (20 days) + one additional day for each additional year of service to a maximum of 30 days of vacation per year.

All other provisions of this section remain unchanged.

Page 35:

Technology in the Workplace

The use of technology in many departments within the County has simplified processes and increased the efficiency and productivity of its employees. All employees are expected to become familiar with the resources available to them, and to participate in internally offered training courses that will enhance skills and job performance. Training courses that are available are listed in Exhibit S- Appendix.

Add after current text:

Telework

At the discretion of the department head and with the approval of the Human Resources Department, an employee may work remotely, such as from home, with the following limitations:

- Any telework engagement must be in the best interest of Columbia County.
- The work performed must be information based.
- The employee must be able to work with limited direct supervision.
- The remote site must have access to high speed internet.
- The remote location must be a safe environment conducive to telework.
- All parties must indicate agreement with the telework restrictions by signing the Telework Agreement Form (see Exhibit NN) and filed with the Human Resources Department.
- Department Heads and employees should reference the Telework – Best Practices (see Exhibit MM) when considering a telework engagement.
- The telework agreement may be terminated at any time by the department head, the employee or the Human Resources Department without prior notice.

Personnel Sanctions for Noncompliance of Information Systems Technology Policies

All County employees are required to adhere to the County's information technology policies published on the County's intranet, located at the following link:

<http://ccweb/countyintranet/mis/CustomerCare/CountyInformationTechnologyPolicies.aspx>

Any County employee violating these policies while using the County's information systems network shall be subject to loss of network privileges and any other disciplinary actions deemed appropriate by the Human Resources Department and governing committees, possibly including termination and criminal and/or civil prosecution. Any user who is aware of violations of any of the policies defined within this document is required to report such violations to either the Human Resources or the MIS Department.

Add new Exhibits to Appendix:

Exhibit MM Telework Best Practices (copy attached).

Exhibit NN Telework Agreement Form (copy attached).

BE IT FURTHER RESOLVED, that all other provisions of the Policies and Procedures and the Operations Manual for Management that were enacted in Ordinance No. 128-12, as amended by Resolution Nos. 4-12, 21-12 and 29-12 are unchanged and remain in full force and effect; and,

BE IT FURTHER RESOLVED, that these amendments to the Policies and Procedures and the Operations Manual for Management are effective upon passage by the County Board.

Fiscal Note: Required funds are included in the 2012 County Budget.

Fiscal Impact: NONE

Robert R. Westby
Richard C. Boockmeier
Mary Cupery
Vern E. Gove
Andy Ross
EXECUTIVE COMMITTEE

Exhibit _____
Telework – Best Practices

Telework (a.k.a. telecommuting) is the process by which an employee uses technology to work remotely away from his/her traditional office or workplace. The following are a list of recommendations which should be reviewed when considering a telework engagement:

Remote Location Considerations:

- **A reliable high speed internet connection**; telework requires a reliable connection back to the County’s data network.
- **Safe and secure working environment**; the environment must be safe for the employee and the equipment being used. The equipment cannot be left unattended at an unsecure location such as a restaurant or library.
- **Ergonomic considerations**; factors such as good lighting comfortable chair/work surface reliable electrical power and minimal airborne dust/dirt should all be considered with evaluating a possible telework remote location.
- Limited distractions;

Equipment Considerations:

- **Laptop computer**; a county provided computer with a secure connection to the county’s data network will be the best and safest possible connection. Using a laptop simplifies taking the equipment to the telework site and bringing it back for service.
- **Cellular telephone**; a county provided cellular telephone will help to bridge the communication gap when time sensitive information must be shared and email would be too slow.
- **Printer**; in some cases, an employee may need a small printer as part of performing their job. Alternatively, the print jobs could be saved up and printed back at the office at a later date.
- **Video conference**; simplified video conferencing software, such as Skype, helps to encourage better communications between the employee and their immediate supervisor. It also helps to eliminate the “not in the office” feeling.

Employee Considerations:

- **Type of work being performed**; some jobs are simply ill-suited to a telework engagement. Knowledge workers (Those jobs in which the employee retrieves, manipulates and disperses data.) tend to be a better fit to a telework engagement.
- **Character of the employee**; the employee must have the ability to effectively work with little direct supervision.

Exhibit _____
Telework Agreement Form

Employee Name: _____

Title: _____

Supervisor: _____

Department: _____

This document specifies the details of an individual’s teleworking work arrangement with their supervisor. This Agreement is to be completed by the employee, his/her supervisor and signed prior to engaging in telework. **This Teleworking Agreement may be discontinued by either the employee or the agency at any time without cause.**

I. Teleworking Work Days, Hours, Designated Workplace:

A. Teleworking Test Date & Hours:

- Telework Dates: from: _____ to: _____
- Expected working hours: _____ to _____ ; _____ to _____
- Identify contingency work if PC or Internet encounters down time:

B. Designated Workplace:

- All office work rules equally apply to the teleworking employee.
 - All injuries must be promptly reported by the employee to the supervisor.
 - Please briefly describe the planned telework location: (i.e. spare bedroom ...)
-
- Environmental Safety Considerations:
 - Ergonomics (appropriate lighting; computer location ...)
 - Power stability (Clean, reliable, appropriate power)
 - Physical hazards (i.e. torn carpet, cable tripping hazards ...)
 - The employee agrees to not perform non-work activities, including basic homemaking tasks such as dishes, laundry, etc. or child care and elderly care during the times defined as when the employee is participating in the county's telework program. The employee agrees to take personal leave time to accommodate personal activities at his/her home and must notify the supervisor of this leave time.

II. Communications Accessibility:

A. Telephone coverage while teleworking:

County provided office phone number: _____

Calls will be forwarded to Home Number _____ YES _____ NO

Employee's Home Phone Number: _____

Designated emergency contact: _____

B. Internet Access:

The employee shall use a home internet connection to connect to the County's data network.

The employee's internet provider is: _____.

The employee's internet speed is: _____ up _____ down.

C. Virtual Private Network (VPN):

The employee shall use a county provided VPN account while teleworking.

The employee shall connect to their normal office PC via VPN while teleworking.

D. Electronic Mail:

The employee shall use a county provided e-mail address while teleworking.

E. Video Conference:

The employee agrees to create (if necessary) and use Skype to participate in meetings with co-workers and visitors.

Employee’s Skype account: _____

Supervisor’s Skype account: _____

III. Computer Equipment, Software, and Technical Support

The following equipment is provided by the county is for business use and should not be used for personal business or by persons other than the designated employee. The laptop computer must be configured to go into screen saver lockout after 15 minutes of inactivity.

Equipment List:

A. Laptop Computer: Serial # _____

B. Printer: Serial # _____

C. Cellular Phone: Number _____

IV. Confidentiality of Data & Records Management

The employee shall take all necessary measures to ensure confidentiality of data and to preserve and retain records. County data shall only be accessed remotely using a County provided laptop computer and connecting to the county’s data network via a dedicated office computer. No county data will be stored on the remote computer.

V. Signature

By signing below, the employee agrees that s/he has received, read, understands, and will abide by the terms of this document and certifies that s/he understands the policies and procedures of the teleworking engagement, including the specific provisions listed above.

In consideration for being allowed to work at home, and except as otherwise provided by law, I and my heirs and assigns hereby agree to release Columbia County and all its officers, employees, and agents from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description including injury, death, or damage to my property, which arises out of, in connection with, or occurs during my participation in this engagement.

Employee’s signature and date: _____ Date: _____

Supervisor’s signature and date: _____ Date: _____

A copy of the Resolution was placed on supervisor’s desks.

Motion was made to adopt the Resolution by Baebler, second by Teitgen.

Joseph Ruf, Corporation Counsel/Human Resources Director, gave an overview of the proposed changes.

The resolution was adopted.

Chair Ross asked department heads, who have employees that are teleworking, to provide a progress report to the Board of Supervisors in six months.

RESOLUTION NO. 33-12

WHEREAS, under the terms of a June 20, 2011, Proposal, a copy of which is attached to this Resolution as Exhibit A, Johnson Controls, Inc., completed a facility analysis and energy audit of Columbia County facilities including: Administration; Annex; Health and Human Services; Law Enforcement Center; Huber and Jail; and,

WHEREAS, the Judiciary and Property Committee of the Columbia County Board of Supervisors reviewed the results of the Johnson Controls, Inc., facility analysis and energy audit and developed a list of energy saving projects, a copy of which is attached to this Resolution as Exhibit B; and,

WHEREAS, funds to complete the energy saving projects listed in Exhibit B are currently available in the Capital Improvements Fund.

NOW, THEREFORE, BE IT RESOLVED, that the Columbia County Board of Supervisors authorizes Johnson Controls, Inc., to complete the energy saving projects listed in Exhibit B; and,

BE IT FURTHER RESOLVED, that the total amount of \$675,261 will be transferred from the Capital Improvements Fund Account No. 100.361145 to the Capital Outlay Account No. 8000.844000.346 to pay for the cost of the energy saving projects listed in Exhibit B; and,

BE IT FURTHER RESOLVED, that the County Board Chair and County Clerk are authorized to sign contracts and all other documents required to complete the projects listed in Exhibit B.

Fiscal Note: Transfer \$675,261 from the Capital Improvements Fund Account No. 100.361145 to the Capital Outlay Account No. 8000.844000.346.

Fiscal Impact: None.

Kirk Konkel
Richard C. Boockmeier
Bruce J. Rashke
James L. Bechen
Kenneth W. Hutler, Chair
JUDICIARY AND PROPERTY COMMITTEE



Johnson Controls, Inc.
 Solutions Group
 2400 Kilgust Road
 Madison, Wisconsin 53713
 Tel. 608-226-5100
 FAX: 608-222-9490

TO: Columbia County
 400 DeWitt Street
 Portage, Wisconsin 53901

DATE: June 20, 2011

PROJECT: Facility Analysis/Energy Audit

Johnson Controls proposes to complete a facility analysis and energy audit of the following Columbia County facilities:

- Administration
- Annex
- Health & Human Services
- Law Enforcement Center
- Huber
- Jail

As part of the audit, Johnson Controls will evaluate the following areas of improvement:

- Lighting Improvements
- Heating/Cooling Systems
- Water Conservation
- Deferred Maintenance
- Ventilation Systems
- Mechanical Systems
- Electrical Systems
- Life Safety/Security

The audit will include analysis of current utility, operations and maintenance expenses, along with on-site inspections and documentation of existing energy-using equipment. At the conclusion of the audit, a report will be delivered documenting systems in need of replacement, energy and operational savings potential, and associated budgets for replacement costs.

To complete this work, Johnson Controls is pleased to quote a lump sum fee of \$42,000. If the recommended facility improvements are implemented with Johnson Controls under a performance contract pursuant to Wisconsin Statute 66.0133, the fee for the facility analysis may be rolled into the cost of the performance contract. Otherwise, the fee will be due upon receipt of Johnson Controls' invoice, which will be delivered 45 days following completion of the audit.

(IMPORTANT: This proposal incorporates, by reference, the terms and conditions on the reverse side hereof.)

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin

This proposal is valid for thirty (30) days
 JOHNSON CONTROLS, INC.

COLUMBIA COUNTY
 Name: RR Westby

Name: Jeff Mangan

Title: County Board Chair

Title: Account Executive

Date: 7-18-11

Date: 7-20-2011

Name: Susan M. Moll

Title: County Clerk

Date: 7/18/11

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement **an advance payment equal to 10% of the contract price**, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson for any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect. Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by the Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.**
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontracts of Johnson, etc.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **ATTORNEY'S FEES.** Purchaser agrees that he will pay and reimburse Johnson for any and all reasonable attorneys' fees which are incurred by Johnson in the collection of amounts due and payable hereunder.
10. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

EXHIBIT B
Johnson Controls, Inc.
Energy Saving Projects

Project	Cost	Reasons in Addition to Energy Savings	Budgeted	Not Considered in Current Cost
Facility Analysis & Energy Audit Costs	\$41,914			
Air Handling Unit Variable Speed Drives - Courthouse	\$68,281	Motors are 50 years old and could fail at anytime. \$3,869 spent to rebuild 1 motor in August of 2009.		
Chiller Replacement - Jail	\$260,457	Chillers are 21 years old.	Planned to include in 2013 B&G budget.	
HVAC Replacement - Annex	\$55,859	Current standard residential furnaces are 20 years old. Deck is not large enough for exterior units and does not meet OSHA requirements.	\$20,881 in 2012 budget (deck and one furnace). \$14,017 for second furnace planned for 2013 budget. \$14,718 for third furnace planned for 2014 budget.	Unit #2 should either be moved or re-ducted to above the ceiling on first floor for better air distribution. Furniture placement has become an issue since ducts are in floor.
Courthouse Roof - Section 2	\$144,250	Requires replacement		
Jail Roof - Section 1	\$104,500	Requires replacement		
Total Costs:	\$675,261			

Motion was made to adopt the Resolution by Boockmeier, second by Pufahl. The resolution was adopted, not unanimously.

ORDINANCE NO. 133-12

The Columbia County Board of Supervisors do ordain as follows. Sec. 9-1-12 Planning and Zoning

Public Hearings

Variance or Conditional Use	\$ 400.00	01/01/04
<u>Conditional Use</u>		
Conditional Use Permit Application	\$ 50.00	
Conditional Use Public Hearing	\$ 400.00	01/01/04
Rezoning and code text amendment	\$ 400.00	01/01/04
Re-publication due to postponement at applicant's request	\$ 50.00	01/01/04
Home Occupation Permit	\$ 400.00	01/01/04
Development Plan Review	\$ 400.00	01/01/04
Appeals (App & Court Reporter)	\$ 700.00	01/01/05

Special Use Application for Land Under Farmland Preservation Agreement	\$ 400.00	01/01/09
Comprehensive Plan Amendment	\$ 500.00	07/23/09
Scheduled Comprehensive Plan Amendment	\$ 250.00	07/23/09
<u>Wireless Communication Towers</u>	<u>\$ 750.00</u>	<u>01/01/01</u>

Zoning Permits

<u>Principal Residential Buildings and Structures</u> (new)	\$500.00	01/01/01
<u>Additions and Alterations to principal structure</u>	<u>\$ 150.00</u>	<u>01/01/01</u>
Residential accessory buildings, structures and decks	<u>\$ 50.00</u>	<u>01/01/05</u>
<u>Principal Commercial/Industrial buildings and structures and new additions</u> New Additions & Alterations	\$500.00 + \$2.00 for each \$1,000.00 of construction cost over \$300,000.00	01/01/08
<u>Commercial, Industrial accessory buildings, structures and decks</u>	\$ 50.00	01/01/05
<u>Agricultural accessory buildings, and structures</u>	<u>\$ 50.00</u>	<u>01/01/05</u>
<u>Land disturbance and pond construction</u>	<u>\$200.00</u>	
<u>Communication Tower & Equipment and first antenna</u>	<u>\$ 500.00</u>	<u>01/01/01</u>
<u>Collocation antenna and equipment</u>	<u>\$ 500.00</u>	<u>01/01/01</u>
<u>Additions and alterations to antenna/equipment</u>	<u>\$ 150.00</u>	<u>01/01/01</u>
Sign ≤ 32 sq. ft. (new)	\$ 50.00	09/25/08
Sign > 32 sq. ft.	\$ 2.00 x total sq. ft.	09/25/08
Zoning Permit Renewal Fee	\$ 50.00	09/25/08
Permitted Shoreland Structures <u>within setback</u> (boathouse, retaining wall, gazebo, stairs, etc.); separate filling & grading:	\$ 200.00	01/01/09
Floodplain Permit New Construction/New Structure	\$ 200.00	01/01/09
<u>Temporary Use</u>	<u>\$ 50.00</u>	
<u>Camping</u>	<u>\$ 50.00</u>	

Annual Permits

Annual Permit Temporary Trailer for Farm Labor	\$ 100.00	03/16/11
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ORDINANCE NO. Z400-12

The Columbia County Board of Supervisors do ordain as follows: That Title 16 – Chapter 1, entitled “Zoning”, of the County Code, as passed by the Board of Supervisors on February 16, 1972 is hereby amended and added thereto as follows:

- (1) “To change from Agricultural to Rural Residential and Agricultural to Agricultural with Agricultural Overlay and Single Family Residential and Agricultural to Single Family Residential”, (Connie Herpel, Petitioner and The Children’s Trust of Ellis & Loretta Foulkes Family Trust, Owner) parcel of land located in Section 10, T11N, R12E, Town of Fountain Prairie more particularly described as follows: Land to be Rezoned from Agricultural to Rural Residential - Commencing at the west quarter corner of said Section 10; thence North 01°03’42” East along the west line of the Northwest Quarter of said Section 10, 1,320.91 feet to the southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 10; thence North 88°26’20” East along the south line of the Northwest Quarter of the Northwest Quarter of said Section 10, 484.51 feet to the point of beginning; thence North 49°07’40” East, 906.91 feet; thence North 76°20’45” East, 278.34 feet to a point in the west line of Lot 2, Certified Survey Map No. 5274; thence South 00°03’14” West along the west line of said Lot 2, 633.13 feet to the southwest corner of said Lot 2, said corner being in the south line of the Northeast Quarter of the Northwest Quarter of said Section 10; thence South 88°26’20” West along the south line of the Northeast Quarter of the Northwest Quarter and the south line of the Northwest Quarter of the Northwest Quarter of said Section 10, 345.44 feet; thence North 47°46’33” East, 213.07 feet to a point in the north line of said Lot 1, Certified Survey Map No. 5321; thence North 88°10’30” West along the north line of said Lot 1, 327.17 feet to the northwest corner of said Lot 1; thence South 39°20’33” West along the westerly line of said Lot 1, 209.26 feet to a point in the south line of the Northwest Quarter of the Northwest Quarter of said Section 10, said point also being the southwest corner of said Lot 1; thence South 88°26’20” West along the south line of the Northwest Quarter of the Northwest Quarter of said Section 10, 308.58 feet to the point of beginning. Containing 312,132 square feet, (7.17 acres), more or less. Land to be Rezoned from Agricultural to Agricultural with Agricultural Overlay - Commencing at the north quarter corner of said Section 3; thence South 01°43’28” East along the north-south quarter line of said Section 3, 736.46 feet to the point of beginning; thence continuing South 01°43’28” East along the north-south quarter line of said Section 3, 1,600.00 feet to the center quarter corner of said Section 3; thence South 77°14’47” West, 299.00 feet; thence South 56°01’34” West, 350.96 feet; thence South 70°55’37” West, 736.90 feet; thence South 64°20’56” West, 1,406.84 feet to a point in the west line of the Southwest Quarter of said Section 3; thence North 02°30’20” West along the west line of the Southwest Quarter of said Section 3, 768.35 feet; thence North 56°44’25” East, 477.65 feet; thence North 58°36’21” East, 1,015.51 feet; thence North 56°40’28” East, 851.76 feet to the southwest corner of lands described and recorded in Volume 202 of records, page 751; thence North 53°15’40” East along the southerly line of lands described and recorded in Volume 202 of records, page 751, 619.08 feet to the southeast corner thereof; thence North 01°37’58” West along the east line of lands described and recorded in Volume 202 of records, page 751, 284.55 feet to the northeast corner thereof; thence North 65°51’40” East, 73.20 feet to the point of beginning. Containing 2,607,657 square feet, (59.86 acres), more or less. Land to be Rezoned from Single Family Residential and Agricultural to Single Family Residential - Commencing at the west quarter corner of said Section 10; thence North 01°03’42” East along the west line of the Northwest Quarter of said Section 10, 1,320.91 feet to the southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 10; thence North 88°26’20” East along the south line of the Northwest Quarter of the Northwest Quarter of said Section 10, 793.09 feet to the southwest corner of said Lot 1, Certified Survey Map No. 5321 and the point of beginning; thence North 39°20’33” East along the westerly line of said Lot 1, 209.26 feet to the northwest corner of said Lot 1; thence South 88°10’30” East along the north line of said Lot 1, 257.74 feet; thence South 32°34’49” West, 156.20 feet; thence South 01°33’40” East, 13.66 feet to a point in the south line of the Northwest Quarter of the Northwest Quarter of said Section 10; thence South 88°26’20” West along the south line of the Northwest Quarter of the Northwest Quarter of said Section 10, 306.65 feet to the point of beginning. Containing 42,708 square feet, (0.98 acres), more or less. All effective upon recording the Certified Survey Map.

- (2) "To change from Agricultural to Agricultural No. 2", (Jerry & Denise Knight, Petitioners and Owners) parcel of land located in Section 28, T11N, R9E, Town of Dekorra more particularly described as follows: Land to be Rezoned from Agricultural to Agricultural No. 2 - Beginning at the North Quarter corner of said Section 28; thence N87°27'46" East, along the north line of the NE ¼ of said Section 28, 1289.03 feet to the centerline of McMillan Road; thence S3°00' East along said centerline, 460.10 feet to the centerline of Kent Road; thence S87°35'45" West, along said centerline of Kent Road, 1295.03 feet to the North-South quarter line of said Section 28, thence N2°15'08" West, along said North-South quarter line 457.08 feet to the point of beginning.

Andy Ross, Chair
COLUMBIA COUNTY
BOARD OF SUPERVISORS
Susan M. Moll
COLUMBIA COUNTY CLERK

DATE PASSED: July 18, 2012

DATE PUBLISHED: July 24, 2012

Motion made by Gove, second by Teitgen, to adopt. The Ordinance was declared passed and is to be known as Ordinance Z400-12.

ORDINANCE NO. Z401-12

The Columbia County Board of Supervisors do ordain as follows: That Title 16 – Chapter 100, entitled "Zoning", of the County Code, as passed by the Board of Supervisors on March 21, 2012 is hereby amended and added thereto as follows:

- (1) "To change from A-1 Agriculture to RR-1 Rural Residence and A-1 Agriculture to A-4 Agricultural Overlay", (Kelly & William Schaller, Petitioner and Owner) parcel of land located in Section 23, T13N, R9E, Town of Fort Winnebago more particularly described as follows: Land to be Rezoned from A-1 Agriculture to RR-1 Rural Residence District - Beginning at the southeast corner of said Lot 2, Certified Survey Map No. 4993; thence South 89°47'21" West along the south line of said Lot 2 and the center line of Clark Road, 203.97 feet; thence North 00°29'01" West, 427.13 feet; thence North 89°47'21" East, 203.97 feet to a point in the east line of said Lot 2; thence South 00°29'01" East along the east line of said Lot 2 and the east line the Southwest Quarter of the Northeast Quarter of said Section 23, 427.13 feet to the point of beginning. Containing 87,120 square feet, (2.00 acres), more or less. Land to be Rezoned from A-1 Agriculture to A-4 Agricultural Overlay District - Commencing at the north quarter corner of said Section 23; thence North 89°26'13" East along the north line of the Northeast Quarter of said Section 23, 671.85 feet to the northwest corner of Lot 2, Certified Survey Map No. 4993 as recorded in Volume 35, page 57 as Document No. 791486 and the point of beginning; thence continuing North 89°26'13" East along the north line of the Northeast Quarter of said Section 23 and the north line of said Lot 2, 671.84 feet to the northeast corner of said Lot 2; thence South 00°29'01" East along the east line of the Northwest Quarter of the Northeast Quarter, the east line of the Southwest Quarter of the Northeast Quarter and the east line of said Lot 2, Certified Survey Map No. 4993, 2,227.46 feet; thence South 89°47'21" West, 203.97 feet; thence South 00°29'01" East, 427.13 feet to a point in the east-west quarter line of said Section 23 and a point in the south line of said Lot 2; thence South 89°47'21" West along the east-west quarter line of said Section 23 and along the south line of said Lot 2, 466.25 feet to the southwest corner of said Lot 2; thence North 00°31'08" West along the west line of said Lot 2, 2,650.47 feet to the point of beginning. Containing 1,692,793 square feet, (38.86 acres), more or less Effective upon recording of the Certified Survey Map.

- (2) "To change from A-1 Agriculture to C-1 Light Commercial with PD-2 Planned Commercial District Overlay", (James Blankenheim, Petitioner and The Saddle Ridge Corporation, Owner) parcel of land located in Section 36, T13N, R9E, Town of Ft. Winnebago more particularly described as follows: Land to be Rezoned from A-1 Agriculture to C-1 Light Commercial with PD-2 Planned Commercial District Overlay - Commencing at the south quarter corner of said Section 36; thence North 00°05'43" West along the west line of the Southwest Quarter of the Southeast Quarter of said Section 36, 472.35 feet to the southwest corner of Lot 1 and the point of beginning; thence continuing North 00°05'43" West along said west line of the Southwest Quarter of the Southeast Quarter and the west line of said Lot 1, 529.84 feet to the northwest corner of said Lot 1; thence North 72°23'19" East along the north line of said Lot 1, 615.51 feet; thence South 07°30'08" East along the east line of said Lot 1 and the true northerly extension thereof, 917.36 feet to a point on the northerly right-of-way line of State Trunk Highway 33; thence South 72°02'54" West along said northerly right-of-way line of State Trunk Highway 33, 455.17 feet to the southwest corner of said Lot 1; thence North 00°05'43" West along the west line of said Lot 1, 366.29 feet; thence North 89°45'34" West along the south line of said Lot 1, 212.00 feet; thence South 00°05'43" East along the west line of said Lot 1, 32.00 feet; thence South 88°37'02" West along the south line of said Lot 1, 60.01 feet to the point of beginning. Containing 503,719 square feet, (11.56 acres), more or less. Effective upon Petitioner acquiring the property; recording of the Certified Survey Map; the Town of Fort Winnebago Comprehensive Plans is amended to change the future land use designation from Agriculture and Open Space to Commercial.

Andy Ross, Chair
COLUMBIA COUNTY
BOARD OF SUPERVISORS
Susan M. Moll
COLUMBIA COUNTY CLERK

DATE PASSED: July 18, 2012
DATE PUBLISHED: July 24, 2012

Motion made by Martin, second by Teitgen, to adopt. The Ordinance was declared passed and is to be known as Ordinance Z401-12.

ORDINANCE NO. 134-12

The Columbia County Board of Supervisors hereby amends Title 16, Chapter 5, entitled "Shoreland Wetland Protection",

Article E Sec.16-5-43 is added as follows:

Article E Setbacks From the Water

Sec. 16-5-43

- (a) **EXEMPT STRUCTURES** (NR 115.05(1m) All of the following structures are exempt from the shoreland setback standards in 16-5-40:
- (1) Open sided and screened structures such as gazebos, decks, patios and screen houses in the shoreland setback area that satisfy the requirements in s. 59.692 (1v), Stats.
 - a. The part of the structure that is nearest to the water is located at least 35 feet landward from the ordinary-high water mark.
 - b. The floor area of all the structures in the shoreland setback area will not exceed 200 square feet.
 - c. The structure that is the subject of the request for special zoning permission has no sides or has open or screened sides.
 - d. The county must approve a plan that will be implemented by the owner of the property to preserve or establish a vegetative buffer zone that covers at least 70% of the half of the shoreland setback area that is nearest to the water.
 - (2) Fishing rafts that are authorized on the Wolf river and Mississippi river under s. 30.126, Stats.
 - (3) Broadcast signal receivers, including satellite dishes or antennas that are one meter or less in diameter and satellite earth station antennas that are 2 meters or less in diameter.

- (4) Utility transmission and distribution lines, poles, towers, water towers, pumping stations, well pumphouse covers, private on-site wastewater treatment systems that comply with ch. Comm 83, and other utility structures that have no feasible alternative location outside of the minimum setback and that employ best management practices to infiltrate or otherwise control storm water runoff from the structure.
- (5) Walkways, stairways or rail systems that are necessary to provide pedestrian access to the shoreline and are a maximum of 60-inches in width.

Article I Section 16-5-80 Nonconforming Uses and Structures is repealed and recreated as follows:

Article I
NONCONFORMING USES AND STRUCTURES

Sec. 16-5-80

- (a) NONCONFORMING USES. The lawful use of a building, structure or property which existed at the time this Ordinance, or an applicable amendment to this Ordinance, took effect and which is not in conformity with the provisions of this Ordinance, including the routine maintenance of such a building or structure, may be continued, subject to the following conditions:
 - (1) If a nonconforming use is discontinued for twelve (12) consecutive months, any future use of the building, structure or property shall conform to this Ordinance.
 - (2) If the nonconforming use of temporary structure is discontinued, such nonconforming use may not be recommenced.
 - (3) No structural alteration, addition or repair of a building or structure with a nonconforming use, over the life of the building or structure, shall exceed fifty percent (50%) of its current equalized assessed value unless it is permanently changed to conform to the requirements of this Ordinance.
 - (4) If the alteration, addition or repair of a building or structure with a nonconforming use is prohibited because it is in excess of fifty (50%) percent of the current estimated fair market value, the property owner may still make the proposed alteration, addition or repair if:
 - a. A nonconforming use is permanently changed to a conforming use;
 - b. The property owner appeals the determination of the Director of Planning and Zoning and either the County Board of Adjustment or the Circuit Court find in the property owner's favor under Section 59.99 (4) or 59.99 (10), Wisconsin Statutes.
 - c. The property owner successfully petitions to have the property rezoned by amendment to this Ordinance in accordance with Section 16-5-97 of this Ordinance and Section 59.97 (5)(e), Wisconsin Statutes.
- (b) GENERAL RULE FOR NONCONFORMING USES. Pursuant to ss. 59.692 (2) (a), Stats.,
 - (1) Restrictions that are applicable to damaged or destroyed nonconforming structures and that are contained in an ordinance enacted under this s. 59.692 stats. may not prohibit the restoration of a nonconforming structure if the structure will be restored to the size, subject to par. (2), location, and use that it had immediately before the damage or destruction occurred, or impose any limits on the costs of the repair, reconstruction, or improvement if all of the following apply:
 - a. The nonconforming structure was damaged or destroyed on or after October 14, 1997.
 - b. The damage or destruction was caused by violent wind, vandalism, fire, flood, ice, snow, mold, or infestation.
 - (2) An ordinance enacted under this section to which par. (1) applies shall allow for the size of a structure to be larger than the size it was immediately before the damage or destruction if necessary for the structure to comply with applicable state or federal requirements.
- (c) MAINTANENCE OF NONCONFORMING PRINCIPAL STRUCTURE. An existing principal structure that was lawfully placed when constructed but that does not comply with the required building setback per section 16-5-40 may be maintained and repaired within its existing building envelope. Maintenance and repair includes such activities as interior remodeling, plumbing, insulation, and replacement of windows, doors, siding, or roof.
- (d) VERTICAL EXPANSION OF NONCONFORMING PRINCIPAL STRUCTURE. An existing principal structure that was lawfully placed when constructed but that does not comply with the required building setback per section 16-5-40 may be expanded vertically, provided that all of the following requirements are met:

- (1) The use of the structure has not been discontinued for a period of 12 months or more.
 - (2) The existing principal structure is at least 35 feet from the ordinary high-water mark.
 - (3) Vertical expansion is limited to the height of 35 feet.
 - (4) The county shall issue a permit that requires a mitigation plan that shall be approved by the county and implemented by the property owner by the date specified in the permit. The mitigation plan shall include enforceable obligations of the property owner to establish or maintain measures that the county determines adequate to offset the impacts of the permitted expansion on water quality, near-shore aquatic habitat, upland wildlife habitat and natural scenic beauty. The mitigation measures shall be proportional to the amount and impacts of the expansion being permitted. The obligations of the property owner under the mitigation plan shall be evidenced by an instrument recorded in the office of the County Register of Deeds.
 - (5) All other provisions of the shoreland ordinance shall be met.
- (e) EXPANSION OF A NONCONFORMING PRINCIPAL STRUCTURE BEYOND SETBACK. An existing principal structure that was lawfully placed when constructed but that does not comply with the required building setback under par. 16-5-40, may be expanded horizontally, landward or vertically provided that the expanded area meets the building setback requirements per section 16-5-40 and that all other provisions of the shoreland ordinance are met. A mitigation plan is not required solely for expansion under this paragraph.
- (f) REPLACEMENT OR RELOCATION OF NONCONFORMING PRINCIPAL STRUCTURE. An existing principal structure that was lawfully placed when constructed but that does not comply with the required building setback per section 16-5-40 may be replaced or relocated on the property provided all of the following requirements are met:
- (1) The use of the structure has not been discontinued for a period of 12 months or more.
 - (2) The existing principal structure is at least 35 feet from the ordinary high-water mark.
 - (3) No portion of the replaced or relocated structure is located any closer to the ordinary high-water mark than the closest point of the existing principal structure.
 - (4) The county determines that no other location is available on the property to build a principal structure of a comparable size to the structure proposed for replacement or relocation that will result in compliance with the shoreland setback requirement per section 16-5-40.
 - (5) The county shall issue a permit that requires a mitigation plan that shall be approved by the county and implemented by the property owner by the date specified in the permit. The mitigation plan shall include enforceable obligations of the property owner to establish or maintain measures that the county determines are adequate to offset the impacts of the permitted expansion on water quality, near-shore aquatic habitat, upland wildlife habitat and natural scenic beauty. The mitigation measures shall be proportional to the amount and impacts of the replaced or relocated structure being permitted. The obligations of the property owner under the mitigation plan shall be evidenced by an instrument recorded in the office of the County Register of Deeds.
 - (6) The county shall issue a permit that requires that all other accessory structures on the lot or parcel that do not comply with the shore-land setback requirement per section 16-5-40 and are not exempt under section 16-5-43 to be removed by the date specified in the permit.
 - (7) All other provisions of the shoreland ordinance shall be met.
- (g) WET BOATHOUSES. The maintenance and repair of nonconforming boathouses which extend beyond the ordinary high-water mark of any navigable waters shall be required to comply with s. 30.121, Stats.

Andy Ross, Chair
 COLUMBIA COUNTY
 BOARD OF SUPERVISORS
 Susan M. Moll
 COLUMBIA COUNTY CLERK

DATE PASSED: July 18, 2012
 DATE PUBLISHED: July 24, 2012

Motion made by Pufahl, second by Foley, to adopt. The Ordinance was declared passed and is to be known as Ordinance 134-12.

Field moved adjournment of this meeting to Wednesday, September 19, 2012 at 7:00 p.m. Second was made by Weyh. The motion carried. The meeting adjourned at 8:20 p.m.

Minutes of Columbia County Board of Supervisor meeting are considered Draft until approved at a subsequent County Board Meeting. Complete minutes are on file in the County Clerk's Office or can be viewed on the County Website at www.co.columbia.wi.us after publication.