

PROCEEDINGS
OF THE
BOARD OF SUPERVISORS
Columbia County, Wisconsin

Portage, Wisconsin
January 21, 2015
9:45 a.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 Gove and was certified to be in compliance with the Wisconsin Open Meetings Law.

All Supervisors were present, except De Young absent with notice, and Stevenson arrived late. Members stood and recited the Pledge of Allegiance.

A motion was made by Baebler, second by Foley to approve the Journal of December 17, 2014. Motion carried.

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

Chair Gove welcomed Supervisor Pufahl back.

The Highway Committee will meet immediately after the County Board meeting.

Stevenson arrived at 9:52 a.m.

George Koepp, UW-Extension Agriculture Agent, gave a powerpoint presentation on the value and economic impact of agriculture in Columbia County. A handout of the presentation was placed on supervisor's desks.

The following appointment was announced:

1) County Surveyor: Jim Grothman, 2 year term to January, 2017. Motion by Teitgen, second by Pufahl, the appointment was approved.

Konkel gave an update on the Ad Hoc Building Committee. The committee reviewed RFPs; established a schedule and process for interviews; conducted interviews; and recommended firms for Architectural/Engineering and Construction Management Services.

Ross reported the Infrastructure Committee last met on December 1, 2014, and has nothing new to report. The next meeting is scheduled for January 22, 2015 at 9 a.m. in Meeting Room 1 of the Administration Building.

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 Francis and Diane Lapacek, Poynette, WI, Petitioners and Owners, to rezone from A-1 Agriculture to RR-1 Rural Residence and A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay District, Parcel 526, Section 35, T11N, R9E in the Town of Dekorra to be approved as follows: To change from A-1 Agriculture to RR-1 Rural Residence and A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay District, Parcel 526, Section 35, T11N, R9E, Town of Dekorra.

Fred C. Teitgen
Mike Weyh
Kevin Kessler
Harlan Baumgartner
John A. Stevenson
PLANNING AND ZONING COMMITTEE

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

Joseph Ruf, Corporation Counsel/Human Resources Director, reported on the proposed 2015 Sheriff's Sworn Union Contract and that the Ad Hoc Negotiating Committee recommends approval. A motion by Bradley, second by Ross, to ratify the Contract.

Chair Gove requested a roll call vote. The ratification was approved on a roll call vote as follows:

AYES: 27; NOES: 0; ABSENT: 1

AYES: Field, Foley, Hutler, Kessler, Konkol, Long, McClyman, Pufahl, Rashke, Rohrbeck, Ross, Slegler, Stevenson, Sumnicht, Teitgen, Tramburg, Weyh, Wingers, Zander, Baebler, Basten, Baumgartner, Bradley, Collins, Cupery, Drew and Gove.

NOES: None.

ABSENT: De Young.

RESOLUTION NO. 1-15

WHEREAS, the 2015 Budget includes costs for implementation of the employee compensation plan, new positions, annual hour adjustments, and health insurance; and, WHEREAS, the following funding sources are available to offset those costs:

- Health Care Center, Highway, Health & Human Services Budgets
- Contingency Fund
- General Fund; and,

WHEREAS, the 2015 costs identified above exclude the Sheriff's Sworn Union, which has yet to settle its 2015 Collective Bargaining Agreement; and

WHEREAS, the total 2015 funds needed by departments have now been determined and need to be transferred to all applicable accounts.

NOW, THEREFORE, BE IT RESOLVED, that the sum of \$931,062 shall be transferred from the Contingency Fund and the General Fund to all applicable department budgets.

Fiscal Note: Transfer \$824,422 from the Contingency Fund Account No. 100.350000, transfer \$106,640 from the General Fund Account No. 100.341110 and allocate to department budgets as required.

Fiscal Impact: Total Cost: \$931,062

Andy Ross
Barry Pufahl
Dan F. Drew
Adam Field
Bruce J. Rashke
HUMAN RESOURCES COMMITTEE

Motion was made to adopt the Resolution by Rashke, second by Cupery.

Chair Gove requested a roll call vote. The resolution was adopted on a roll call vote as follows:

AYES: 27; NOES: 0; ABSENT: 1

AYES: Foley, Hutler, Kessler, Konkol, Long, McClyman, Pufahl, Rashke, Rohrbeck, Ross, Slegler, Stevenson, Sumnicht, Teitgen, Tramburg, Weyh, Wingers, Zander, Baebler, Basten, Baumgartner, Bradley, Collins, Cupery, Drew, Field and Gove.

NOES: None.

ABSENT: De Young.

RESOLUTION NO. 2-15

RESOLUTION AUTHORIZING THE SALE OF
\$10,000,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2015

WHEREAS, on November 12, 2014, the County Board of Supervisors of Columbia County, Wisconsin (the "County"), by a vote of at least 3/4 of the members-elect, adopted a resolution (the "Initial Resolution") authorizing the issuance of general obligation promissory notes (the "Notes") in an amount not to exceed \$45,510,000 for public purposes, including paying the costs of construction of a Health and Human Services Building, construction of a County Administration Building, renovation of the existing Courthouse, renovation of Solid Waste Department facilities, construction of a new Cambria Highway Shop and Salt Shed and reimbursement of the cost of new Jail and Courthouse roofs (the "Project");

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

WHEREAS, the County Board of Supervisors has determined to issue \$10,000,000 in principal amount of the Notes authorized by the Initial Resolution to pay a portion of the costs of the Project; and

WHEREAS, it is the finding of the County Board of Supervisors that it is necessary, desirable and in the best interest of the County to sell the Notes to Hutchinson, Shockey, Erley & Co. (the "Purchaser"), pursuant to the terms and conditions of its note purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

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

Section 1. Sale of the Notes. For the purpose of paying costs of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TEN MILLION DOLLARS (\$10,000,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted, and 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. To evidence the obligation of the County, the Chairperson and County Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the County, the Notes aggregating the principal amount of TEN MILLION DOLLARS (\$10,000,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2015"; shall be issued in the aggregate principal amount of \$10,000,000; 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 B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on August 1, 2015. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes shall be subject to redemption prior to maturity, at the option of the County, on August 1, 2018 or on any date thereafter. Said Notes shall be 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 Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years 2015 through 2020 for the payments due in the years 2015 through 2021 in the amounts set forth on the Schedule. The amount of tax levied in the year 2015 shall be the total amount of debt service due on the Notes in the years 2015 and 2016; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Notes in the year 2015.

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

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

(D) Appropriation. The County hereby appropriates from proceeds of the Notes or other funds of the County on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the interest on the Notes coming due on August 1, 2015 as set forth on the Schedule.

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 \$10,000,000 General Obligation Promissory Notes, Series 2015" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The County Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the County above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed

Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the County and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Notes. 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 purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

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

Section 9. Compliance with Federal Tax Laws. (a) The County represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The County further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The County further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting

or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The County Clerk or other officer of the County charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the County certifying that the County can and covenanting that it will comply with the provisions of the Code and Regulations.

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

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

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

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the County Clerk or County Treasurer (the "Fiscal Agent").

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

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Chairperson and County Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee

in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

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

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

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the County and on file in the County Clerk's office.

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

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

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

Section 18. Record Book. The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

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

Section 20. 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, approved and recorded January 21, 2015.

Vern E. Gove
Chairperson

ATTEST:
Susan M. Moll
County Clerk

EXHIBIT A
Note Purchase Proposal

HutchinsonShockeyErley&Co
1110 N. Old World Third Street, Suite 630
Milwaukee, Wisconsin 53203
P 414.298.9898 F 414.298.9893
www.hsemuni.com

January 21, 2015

Vern E. Gove, Chairperson
County Board
Columbia County
400 DeWitt Street
Portage, WI 53901

Re: \$10,000,000 General Obligation Promissory Notes, Series 2015
Dated February 4, 2015

Dear Chairperson Gove and County Board Members:

At the present time Columbia County, Wisconsin (the "County") is in need of funds for public purposes, including paying a portion of the costs of construction of a Health and Human Services Building, construction of a County Administration Building, renovation of the existing Courthouse, renovation of Solid Waste Department facilities, construction of a new Cambria Highway Shop and Salt Shed, and reimbursement of the cost of new Jail and Courthouse roofs.

Based upon the foregoing, Hutchinson, Shockey, Erley & Co. (the "Purchaser") will pay the County the sum of \$10,108,870.00 on February 4, 2015, the date of delivery of \$10,000,000 par value of the Columbia County General Obligation Promissory Notes, Series 2015 (the "Notes").

The Notes shall mature and pay interest as set forth on the attached Debt Service Schedule.

The County agrees to issue and deliver the Notes in book-entry-only form via Depository Trust Company, New York, New York as securities depository for the Notes.

The obligation of the Purchaser to accept delivery of and make payment for the Notes is strictly contingent upon the following:

1. The County shall agree that the Preliminary Official Statement dated January 8, 2015, which is incorporated herein by this reference, has been and may be used by Hutchinson, Shockey, Erley & Co. in connection with the offering of the Notes until the Final Official Statement is delivered to the Purchaser.
2. No representation of the County contained in the Official Statement or the Note Resolution adopted on January 21, 2015 (the "Note Resolution") by the County Board of the County shall prove to have been false in any material respect.
3. That no litigation shall be pending or threatened concerning the issuance of the Notes or the validity of the Note Resolution.
4. That no impediment exists for the issuance of the unqualified approving opinion of Quarles & Brady LLP, Milwaukee, Wisconsin in substantially the form contained in Appendix B of the Official Statement.
5. That no action by Congress, the Securities and Exchange Commission or a court shall have occurred which would require the registration of the Notes under the Securities Act of 1933, as amended.
6. That no material restriction not presently in force on trading in securities generally shall have been imposed.
7. That no banking moratorium shall have been imposed.
8. That the County shall have entered into an undertaking substantially in the form attached to the Preliminary Official Statement as Appendix C to provide continuing disclosure in accordance with SEC Rule 15c2-12.
9. The Purchaser shall pay the following expenses in connection with this issue:
 - a. Bond Counsel fee;
 - b. Rating agency fee;
 - c. The Depository Trust Company municipal eligibility fee;
 - d. Printing and distribution of Official Statements.

This proposal is for your prompt acceptance.

Jeffery G. Belongia
Senior Vice President
Hutchinson, Shockey, Erley & Co.

cc: Brian Lanser
Quarles & Brady LLP

Accepted this 21st day of January 2015
Columbia County, Wisconsin

By: Vern E. Gove, Chairperson
Columbia County

Susan M. Moll, County Clerk
Columbia County

EXHIBIT B-1
Pricing Summary

and

EXHIBIT B-2
Debt Service Schedule

(see below)

COLUMBIA COUNTY, WISCONSIN
\$10,000,000 G.O. Promissory Notes, Series 2015
Dated / Close February 4, 2015

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
02/01/2019	Serial Coupon	2.000%	1.050%	2,000,000.00	103.248%	c 1.165%	08/01/2018	100.000%	2,064,960.00
02/01/2020	Serial Coupon	2.000%	1.200%	3,000,000.00	102.727%	c 1.432%	08/01/2018	100.000%	3,081,810.00
02/01/2021	Serial Coupon	2.125%	1.350%	5,000,000.00	102.634%	c 1.661%	08/01/2018	100.000%	5,131,700.00
Total	-	-	-	\$10,000,000.00	-	-	-	-	\$10,278,470.00

Bid Information

Par Amount of Bonds	\$10,000,000.00
Reoffering Premium or (Discount)	278,470.00
Gross Production	\$10,278,470.00
Total Underwriter's Discount (1.696%)	\$(169,600.00)
Bid (101.089%)	10,108,870.00
Total Purchase Price	\$10,108,870.00
Bond Year Dollars	\$52,916.67
Average Life	5.292 Years
Average Coupon	2.0707677%
Net Interest Cost (NIC)	1.8650291%
True Interest Cost (TIC)	1.8532440%

COLUMBIA COUNTY, WISCONSIN
\$10,000,000 G.O. Promissory Notes, Series 2015
Dated / Close February 4, 2015

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/04/2015	-	-	-	-	-
08/01/2015	-	-	101,406.25	101,406.25	101,406.25
02/01/2016	-	-	103,125.00	103,125.00	-
08/01/2016	-	-	103,125.00	103,125.00	206,250.00
02/01/2017	-	-	103,125.00	103,125.00	-
08/01/2017	-	-	103,125.00	103,125.00	206,250.00
02/01/2018	-	-	103,125.00	103,125.00	-
08/01/2018	-	-	103,125.00	103,125.00	206,250.00
02/01/2019	2,000,000.00	2.000%	103,125.00	2,103,125.00	-
08/01/2019	-	-	83,125.00	83,125.00	2,186,250.00
02/01/2020	3,000,000.00	2.000%	83,125.00	3,083,125.00	-
08/01/2020	-	-	53,125.00	53,125.00	3,136,250.00
02/01/2021	5,000,000.00	2.125%	53,125.00	5,053,125.00	-
08/01/2021	-	-	-	-	5,053,125.00
Total	\$10,000,000.00	-	\$1,095,781.25	\$11,095,781.25	-

Yield Statistics

Bond Year Dollars	\$52,916.67
Average Life	5.292 Years
Average Coupon	2.0707677%
Net Interest Cost (NIC)	1.8650291%
True Interest Cost (TIC)	1.8532440%
Bond Yield for Arbitrage Purposes	1.2450474%
All Inclusive Cost (AIC)	1.8532440%

IRS Form 8038

Net Interest Cost	1.5031444%
Weighted Average Maturity	5.290 Years

EXHIBIT C
(Form of Note)

REGISTERED
COLUMBIA COUNTY
NO. R-____ UNITED STATES OF AMERICA
STATE OF WISCONSIN DOLLARS
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2015 \$_____

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
February 1, _____, 2015 _____% _____
DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.
PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, Columbia County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on August 1, 2015 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the County Clerk or County Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of \$10,000,000, all of which are of like tenor, except as to denomination, interest rate and maturity date, issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the costs of construction of a Health and Human Services Building, construction of a County Administration Building, renovation of the existing Courthouse, renovation of Solid Waste Department facilities, construction of a new Cambria Highway Shop and Salt Shed and reimbursement of the cost of new Jail and Courthouse roofs, all as authorized by resolutions of the County Board of Supervisors duly adopted by said governing body at meetings held on November 12, 2014 and January 21, 2015. Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

The Notes are subject to redemption prior to maturity, at the option of the County, on August 1, 2018 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the County and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the

Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

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

This Note has been designated by the County Board of Supervisors as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the County kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the County appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and County may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, Columbia County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Chairperson and County Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

COLUMBIA COUNTY, WISCONSIN

By: Vern E. Gove
Chairperson

By: Susan M. Moll
County Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

(e.g. Bank, Trust Company or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

Resolution was placed on supervisor’s desks.

Motion was made to adopt the Resolution by Weyh, second by Konkel.

Jeff Belongia, of Hutchinson, Shockey, Erley & Company, financial advisor for the County, addressed the Board regarding the sale of \$10,000,000 General Obligation Promissory Notes. He referred to a handout provided to supervisors and explained that, due to impeccable timing, AA credit rating and being “bank qualified”, the true interest rate is 1.853% instead of 2.5% as originally projected, for a savings of at least \$124,000 in interest cost. He entertained questions of the Board.

Chair Gove requested a roll call vote. The resolution was adopted on a roll call vote as follows:

AYES: 26; NOES: 1; ABSENT: 1

AYES: Hutler, Kessler, Konkel, Long, McClyman, Pufahl, Rashke, Rohrbeck, Ross, Sleger, Stevenson, Sumnicht, Teitgen, Tramburg, Weyh, Wingers, Zander, Baebler, Basten, Baumgartner, Bradley, Collins, Cupery, Drew, Foley and Gove.

NOES: Field.

ABSENT: De Young.

RESOLUTION NO. 3-15

WHEREAS, on November 12, 2014, in Resolution No. 38-14, the Columbia County Board of Supervisors approved the issuance of general obligation promissory notes in an amount not to exceed \$45,510,000.00 for public purposes, including paying the costs of construction of a Health and Human Services Building, construction of a County Administration Building, renovation of the existing Courthouse, renovation of Solid Waste Department facilities, construction of a new Cambria Highway Shop and Salt Shed and reimbursement of the cost of new Jail and Courthouse roofs; and,

WHEREAS, following the adoption of Resolution No. 38-14, the Ad Hoc Building Committee of the Columbia County Board of Supervisors (“Ad Hoc Building Committee”) issued Requests for Proposals (“RFPs”) for the purpose of retaining an Architect/Engineer and a Construction Manager to design and oversee the construction of a Health and Human Services Building, construction of a County Administration Building and renovation of the existing Courthouse; and,

WHEREAS, after thoroughly reviewing all of the submitted RFPs and conducting interviews of a number of highly qualified firms, the Ad Hoc Building Committee recommended that Potter Lawson be awarded the Architecture/Engineering contract and that J.H. Findorff and Son, Inc., be awarded the Construction Management contract for the County construction and renovation projects identified in this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Columbia County Board of Supervisors authorizes and approves contracting with Potter Lawson as the Architect/Engineer and contracting with J.H. Findorff and Son, Inc., as the Construction Manager for the County construction and renovation projects identified in this Resolution; and,

BE IT FUTHER RESOLVED, that the County Board Chair and County Clerk are authorized to sign contracts and all other documents required to retain the services of Potter Lawson as the Architect/Engineer and J.H. Findorff and Son, Inc., as the Construction Manager for the County construction and renovation projects identified in this Resolution.

Fiscal Note: Funding for the Architecture/Engineering and Construction Management contracts authorized in this Resolution will be included in the issuance of general obligation promissory notes in an amount not to exceed \$45,510,000.00 as noted above.

Fiscal Impact: None.

Andy Ross
Kenneth Hutler
Kirk Konkol
Mary Cupery
Vern E. Gove
EXECUTIVE COMMITTEE

Konkel explained how the Architecture/Engineer and Construction Manager were selected for the proposed resolution and entertained questions of the Board.

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

Chair Gove requested a roll call vote. The resolution was adopted on a roll call vote as follows:

AYES: 27; NOES: 0; ABSENT: 1

AYES: Kessler, Konkol, Long, McClyman, Pufahl, Rashke, Rohrbeck, Ross, Sleger, Stevenson, Sumnicht, Teitgen, Tramburg, Weyh, Wingers, Zander, Baebler, Basten, Baumgartner, Bradley, Collins, Cupery, Drew, Field, Foley, Hutler and Gove.

NOES: None.

ABSENT: De Young.

RESOLUTION NO. 4-15

WHEREAS, Thomas Lorfeld entered into a contract with Columbia County as the Interim Highway Commissioner at the Highway and Transportation Department on March 1, 2012; and,

WHEREAS, on October 17, 2012, the Columbia County Board of Supervisors unanimously elected Thomas Lorfeld as Columbia County Highway Commissioner; and,

WHEREAS, Thomas Lorfeld's status as a full-time County employee began on November 1, 2012; and,

WHEREAS, on December 18, 2013, the Columbia County Board of Supervisors re-elected Thomas Lorfeld as Columbia County Highway Commissioner; and,

WHEREAS, Thomas Lorfeld is retiring from his position as Highway Commissioner in March, 2015; and,

WHEREAS, throughout his years of employment with Columbia County, Thomas Lorfeld has consistently dedicated himself to serving the citizens of Columbia County.

NOW, THEREFORE, BE IT RESOLVED, that the Columbia County Board recognizes and appreciates the effort and commitment of Thomas Lorfeld for all his dedication and hard work during his service to Columbia County and wishes him the best in his future endeavors.

Philip Baebler
Susanna Bradley
Don De Young
James E. Foley
Kevin Kessler
Robert C. McClyman
Matthew L. Rohrbeck
John A. Stevenson
John H. Tramburg
Tim Zander

Brad Basten
Robert L. Collins
Dan F. Drew
Vern E. Gove
Kirk Konkel
Barry Pufahl
Andy Ross
Teresa Ann Sumnicht
Mike Weyh

Harlan Baumgartner
Mary Cupery
Adam Field
Kenneth Hutler
Nancy M. Long
Bruce J. Rashke
Mark Sleger
Fred C. Teitgen
JoAnn Wingers

Motion was made to adopt the Resolution by Foley, second by Rohrbeck. The resolution was adopted.

Supervisor Baumgartner thanked Lorfeld for his service and presented him with a Resolution signed by the Columbia County Board of Supervisors.

ORDINANCE NO. 2432-15

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 AO-1 Agriculture to RR-1 Rural Residence and AO-1 Agriculture to AO-1 Agriculture with A-4 Agricultural Overlay District:, (Francis and Diane Lapacek, Petitioners and Owners) parcel of land located in Section 35, T11N, R9E, Town of Dekorra more particularly described as follows: Land to be Rezoned from AO-1 Agriculture to RR-1 Rural Residence - Part of the Northeast Quarter of the Northeast Quarter of Section 35, Township 11 North, Range 09 East, Town of Dekorra, Columbia County, Wisconsin, more fully described as follows: Commencing at the Northeast corner of said Section 35; thence South 01 degree 42 minutes 19 seconds East along the east line of said Northeast Quarter, 33.00 feet to the south right of way line of Bohling Road; thence South 88 degrees 33 minutes 43 seconds West along said south right of way line, 205.24 feet to the point of beginning; thence South 01 degree 27 minutes 31 seconds East, 405.00 feet; thence South 88 degrees 33 minutes 43 seconds West, 514.00 feet; thence North 01 degree 27 minutes 31 seconds West, 405.00 feet to the south right of way line of County Trunk Highway CS; thence North 88 degrees 33 minutes 43 seconds East along said south right of way and along aforementioned south right of way of Bohling Road, 514.00 feet to the Point of Beginning. Contains 208,170 square feet or 4.7789 acres. Land to be Rezoned from AO-1 Agriculture to AO-1 Agriculture with A-4 Overlay District. - Part of the Northeast Quarter of the Northeast Quarter of Section 35, Township 11 North, Range 09 East, Town of Dekorra, Columbia County, Wisconsin, more fully described as follows: Commencing at the Northeast corner of said Section 35; thence South 01 degree 42 minutes 19 seconds East along the east line of said Northeast Quarter, 33.00 feet to the south right of way line of Bohling Road, also being the point of beginning; thence continuing South 01 degree 42 minutes 19 seconds East along said east line, 1289.90 feet to the south line of the Northeast Quarter of the Northeast Quarter of said Section 35; thence South 88 degrees 29 minutes 17 seconds West along said south line, 1313.89 feet to the west line of said Northeast Quarter of the Northeast Quarter; thence North 01 degree 30 minutes 35 seconds West along said west line, 1268.90 feet to the south right of way line of County Trunk Highway CS; thence North 88 degrees 27 minutes 14 seconds East along said south right of way line, 97.21 feet; thence North 79 degrees 04 minutes 31 seconds East along said south right of way line, 136.54 feet; thence North 88 degrees 33 minutes 43 seconds East, 514.00 feet; thence North 01 degree 27 minutes 31 seconds West, 405.00 feet to the aforementioned south right of way line of Bohling Road; thence North 88 degrees 33 minutes 43 seconds East along said south right of way line, 205.24 feet to the Point of Beginning. Contains 1,481,164 square feet or 34.0028 acres. All effective upon recording the Certified Survey Map.

Vern E. Gove, Chair

COLUMBIA COUNTY
BOARD OF SUPERVISORS

Susan M. Moll
COLUMBIA COUNTY CLERK

DATE PASSED: January 21, 2015
DATE PUBLISHED: January 26, 2015

Motion was made by Sleger, second by Kessler, to approve the rezone request. Motion carried. The Ordinance was declared passed and is to be known as Ordinance Z432-15.

Foley moved adjournment of this meeting to Wednesday, March 18, 2015 at 9:45 a.m. Second was made by Ross. The motion carried. The meeting adjourned at 11:33 a.m.

