

PROCEEDINGS
OF THE
BOARD OF SUPERVISORS
Columbia County, Wisconsin

Portage, Wisconsin
November 15, 2016
9:47 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 Brooks, absent without notice.

Members stood and recited the Pledge of Allegiance.

Chair Gove asked Veterans in attendance to stand and be recognized for their service.

A motion was made by Foley, second by De Young to approve the Journal of October 19, 2016. Motion carried.

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

Konkel gave an update of the Ad Hoc Building Committee and entertained questions of the Board. The next meeting will be held tomorrow at 1:00 p.m. in Meeting Room 1 at 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 Hazel Mulryan Revocable Trust, Markesan, WI, Petitioner and Owner, to rezone from A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay, Parcel 220.01, Section 6, T12N, R10E in the Town of Wyocena to be approved as follows: To change from A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay, Parcel 220.01, Section 6, T12N, R10E in the Town of Wyocena.
2. A petition by, David and Judith Leege Trust, Wisconsin Dells, WI, Petitioners and Owners, to rezone from A-1 Agriculture to RR-1 Rural Residence and from A-1 Agriculture to A-1 Agriculture with the A-4 Agricultural Overlay, Parcels 101, 102.01 and 103, Section 12, T13N, R6E, Town of Newport to be approved as follows: To change from A-1 Agriculture to RR-1 Rural Residence and from A-1 Agriculture to A-1 Agriculture with the A-4 Agricultural Overlay, Parcels 101, 102.01 and 103, Section 12, T13N, R6E, in the Town of Newport.

Fred C. Teitgen
Kevin Kessler
Susanna R. Bradley
Harlan Baumgartner
John A. Stevenson
PLANNING AND ZONING COMMITTEE

Upon hearing no objection, Chair Gove directed that the Planning and Zoning Reports be accepted and placed on file.

A Public Hearing on the proposed 2017 Budget began at 10:00 a.m. and closed at 10:17 a.m.

RESOLUTION NO. 40-16

WHEREAS, each of the 72 counties within Wisconsin are required to have a County Veterans Service Officer (CVSO) and many, due to workload, also have an assistant CVSO, both of whom must be veterans; and

WHEREAS, that these individuals provide an invaluable service to the veterans of their respective communities, especially in rural counties with limited services for veterans; and

WHEREAS, 95% of veteran claims in Wisconsin originate in a county Veterans Service Office as a result of personal contact with these veterans and their families; and

WHEREAS, through the efforts of the State's CVSOs, Wisconsin veterans have realized more than \$2.5 billion in well-deserved federal benefits as a result of their service; and

WHEREAS, the CVSO Grant was created in 1973 to assist counties in providing Veterans Services and allowing CVSOs to utilize these funds for anything as long as it was for the benefit of veterans and did not go to another department or the county GP funds; and

WHEREAS, current rules concerning CVSO grants have had a negative impact on the ability of rural counties to support their veteran populations.

NOW, THEREFORE, BE IT RESOLVED, that Columbia County joins other counties, in, vigorously opposing any efforts to make CVSOs optional, to consolidate or regionalize these positions, to integrate them within other county departments, and to remove the requirement that they be filled by veterans, while simultaneously supporting efforts to reinstitute CVSO grants as they were originally formulated and to form a task force to objectively study and seek long term resolutions to actual hurdles to veteran's outreach and delivery, so as to enhance the current access and advocacy system for Wisconsin's veterans who have sacrificed so much for our state and our country.

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to all of Columbia County's State Senators and Assembly Representatives, to the Wisconsin Counties Association, and to the President of the Wisconsin County Veterans Service Officer Association.

FISCAL NOTE: None.

FISCAL IMPACT: None.

Kirk Konkel
James E. Foley
JoAnn Wingers, Secretary
Mary Cupery, Vice Chair
Vern E. Gove, Chair
EXECUTIVE COMMITTEE

Motion was made to adopt the Resolution by Long, second by Wingers. The resolution was adopted.

RESOLUTION NO. 41-16

WHEREAS, in August of 2016, Columbia County contracted with M3 Insurance for broker/agent services; and

WHEREAS, M3 staff obtained proposals from four (4) insurance companies on behalf of Columbia County for 2017 property, contractor's equipment, and auto insurance coverage; and

WHEREAS, a proposal from Wisconsin County Mutual Insurance Corporation (WCMIC) for the 2017 auto and property insurance coverage was also obtained; and

WHEREAS, members of the Executive Committee and M3 staff evaluated the proposals and concurred that CNA Insurance Company's total quoted package, effective as of January 1, 2017, will provide the best value and service to Columbia County; and

WHEREAS, CNA Insurance Company will combine coverage for all property, contractor's equipment, autos, and boiler and machinery, resulting in Columbia County no longer needing to carry a separate Equipment Breakdown policy; and

WHEREAS, pursuant to Wisconsin Statutes § 605.21(3), any local governmental unit may terminate its insurance in the property fund by a majority vote.

NOW, THEREFORE, BE IT RESOLVED, that Columbia County will terminate its insurance and withdraw from the Local Government Property Insurance Fund, effective on December 31, 2016; and

BE IT FURTHER RESOLVED, that the Columbia County Board Chair and Columbia County Clerk are authorized to sign all documents that are required to terminate Columbia County's participation in the Local Government property Insurance Fund and contract with CNA Insurance Company as provided in this Resolution.

FISCAL NOTE: The cost of property, contractor's equipment, auto, and boiler and machinery coverage in 2017 provided by CNA Insurance Company is included in the 2017 County Budget.

FISCAL IMPACT: None.

Kirk Konkel
James E. Foley
JoAnn Wingers, Secretary
Mary Cupery, Vice Chair
Vern E. Gove, Chair
EXECUTIVE COMMITTEE

Motion was made to adopt the Resolution by Cupery, second by Foley. Susan Moll, County Clerk, gave a brief explanation of the proposed resolution. Moll and Ruf entertained questions of the Board. The resolution was adopted.

RESOLUTION NO. 42-16

WHEREAS, Federal monies are available under the Brownfield Site Assessment Grant program, administered by the Wisconsin Economic Development Corporation ("WEDC") for the purpose of the improvement of Columbia County property; and,

WHEREAS, after public meeting and due consideration, the Columbia County Ad Hoc Building Committee and the Columbia County Executive Committee recommended that an application be submitted to WEDC for the Gruber Automotive Site Investigation Project located in the City of Portage, Wisconsin; and,

WHEREAS, it is necessary for the Columbia County Board of Supervisors to approve the preparation and filing of an application for Columbia County to receive funds from this program; and,

WHEREAS, the Columbia County Board of Supervisors reviewed the need for the proposed project and the benefit to be gained therefrom.

NOW, THEREFORE, BE IT RESOLVED, that the Columbia County Board of Supervisors does hereby approve and authorize the preparation and filing of an application for the above-named project, and that the Columbia County Board Chair is hereby authorized to sign all necessary documents on behalf of Columbia County, and that authority is hereby granted to the Columbia County Executive Committee to take the necessary steps to prepare and file the application for funds under this program in accordance with this Resolution.

Fiscal Note: Estimated total project cost \$37,250.00.

Fiscal Impact: Anticipated County match may be up to fifty (50%) percent of total project cost.

Kirk Konkel
James E. Foley
JoAnn Wingers
Mary Cupery
Vern E. Gove
EXECUTIVE COMMITTEE

Motion was made to adopt the Resolution by Teitgen, second by Foley. Konkel clarified funds from the program would pay up to 50% of the total project clean-up costs. The resolution was adopted.

RESOLUTION NO. 43-16

WHEREAS, Wisconsin has no dedicated, stable Federal and State funding sources for communicable disease control and prevention efforts; and,

WHEREAS, a strong public health infrastructure is paramount to the health of all citizens; and,

WHEREAS, emerging and existing communicable diseases threaten health security, economies, and quality of life for all; and,

WHEREAS, communicable diseases such as ebola, H1N1, measles, HIV and AIDS, tuberculosis, influenza, syphilis, chlamydia, gonorrhea, rabies, hepatitis, legionellosis, polio, and pertussis can threaten the lives and well-being of Wisconsin residents; and,

WHEREAS, in 2015 Public Health Nurses in Columbia County followed up on 472 reportable cases of communicable diseases; and,

WHEREAS, bloodborne pathogens that cause long-term disease such as Hepatitis C are occurring at unprecedented rates in Columbia County and Wisconsin – rates that are accelerating as a result of the opiate epidemic; and,

WHEREAS, Wisconsin local health department communicable disease programs protect residents by investigating and controlling communicable diseases, collecting data, educating the community about prevention and the importance of immunizations, and caring for those affected by these diseases; and,

WHEREAS, evidence in the scientific literature indicates that partner notification services are not adequately assured in the absence of specific public health staff involvement; and,

WHEREAS, local health departments and the State of Wisconsin have demonstrated commitment, competence, and success in assuring the confidentiality of persons with reported communicable disease for decades; and,

WHEREAS, communicable disease control is one of the ten essential functions of public health.

NOW, THEREFORE, BE IT RESOLVED, that the Columbia County Board of Supervisors hereby requests that the State of Wisconsin, in its 2017-19 state biennial budget, support funding to local health departments for communicable disease control and prevention efforts; and,

BE IT FURTHER RESOLVED, that the Columbia County Clerk send a copy of this Resolution to Governor Scott Walker, the Wisconsin Association of Local Health Departments and Boards (WALHDAB), area legislators, and the Wisconsin Counties Association urging the State Legislature to develop and enact bipartisan support for funding of comprehensive, sustainable, effective and evidence based communicable disease control and prevention for the public's health.

Fiscal Note: None

Fiscal Impact: None

Kenneth Oh, MD, Community Member
~~Cathy Brunt, RN, Community Member~~
Tom Drury, Community Member
John A. Stevenson, Board Member
~~James Brooks, Board Member~~
Nancy M. Long, Board Member
Matthew L. Rohrbeck, Secretary
Kevin Kessler, Vice Chair
Teresa Sumnicht, Chair
HEALTH & HUMAN SERVICES BOARD

Motion was made to adopt the Resolution by Long, second by Pufahl. The resolution was adopted.

RESOLUTION NO. 44-16

RESOLUTION AUTHORIZING THE SALE OF \$17,510,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2016B

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 has previously issued its \$10,000,000 General Obligation Promissory Notes, Series 2015, dated February 4, 2015, and its \$18,000,000 General Obligation Promissory Notes, Series 2016A, dated February 3, 2016, authorized by the Initial Resolution;

WHEREAS, the County Board of Supervisors has determined to issue the balance of \$17,510,000 in principal amount of the Notes authorized by the Initial Resolution to pay 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 SEVENTEEN MILLION FIVE HUNDRED TEN THOUSAND DOLLARS (\$17,510,000) 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 SEVENTEEN MILLION FIVE HUNDRED TEN THOUSAND DOLLARS (\$17,510,000) 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 2016B"; shall be issued in the aggregate principal amount of \$17,510,000; shall be dated December 1, 2016; 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 August 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, 2017. 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 maturing on August 1, 2020 shall be subject to redemption prior to maturity, at the option of the County, on February 1, 2019 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

The Notes maturing on August 1, 2025 and thereafter shall be subject to redemption prior to maturity, at the option of the County, on August 1, 2024 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 2016 through 2025 for the payments due in the years 2017 through 2026 in the amounts set forth on the Schedule.

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

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

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$17,510,000 General Obligation Promissory Notes, Series 2016B" (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. 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 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the County's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Fiscal Agency Agreement between the County and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit D and incorporated herein by this reference.

Section 12. 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 13. 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 14. 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 15. 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 16. 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 17. Record Book. The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 18. 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 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law. Adopted, approved and recorded November 15, 2016.

Vern E. Gove
Chairperson

ATTEST:
Susan M. Moll
County Clerk

EXHIBIT A
Note Purchase Proposal
(See Attached)

EXHIBIT B-1
Pricing Summary
(See Attached)

EXHIBIT B-2
Debt Service Schedule and Irrepealable Tax Levies
(See Attached)

EXHIBIT C
(Form of Note)

REGISTERED UNITED STATES OF AMERICA
STATE OF WISCONSIN DOLLARS
COLUMBIA COUNTY
NO. R-___ GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2016B \$_____

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
August 1, _____ December 1, 2016 _____% _____
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, 2017 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 Associated Trust Company, National Association, Green Bay, Wisconsin (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 \$17,510,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost 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 November 15, 2016. Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

The Notes maturing on August 1, 2020 are subject to redemption prior to maturity, at the option of the County, on February 1, 2019 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

The Notes maturing on August 1, 2025 and thereafter are subject to redemption prior to maturity, at the option of the County, on August 1, 2024 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 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.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

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

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolutions of Columbia County, Wisconsin.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

FOR VALUE RECEIVED, the ASSIGNMENT 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) EXHIBIT D

Fiscal Agency Agreement
(See Attached)

FISCAL AGENCY AGREEMENT

THIS AGREEMENT, made as of the 1st day of December, 2016 between Columbia County, Wisconsin (the "Municipality"), and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent").

WITNESSETH:

WHEREAS, the Municipality has duly authorized the issuance of its \$17,510,000 General Obligation Promissory Notes, Series 2016B, dated December 1, 2016 (the "Obligations") pursuant to the applicable provisions of the Wisconsin Statutes and the resolutions adopted by the Municipality on November 12, 2014 and November 15, 2016 (collectively, the "Resolution"); and

WHEREAS, the Municipality is issuing the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations promulgated thereunder; and

WHEREAS, pursuant to the Resolution and Section 67.10(2), Wisconsin Statutes the Municipality has authorized the appointment of the Fiscal Agent as agent for the Municipality for any or all of the following responsibilities: payment of principal and interest on, registering, transferring and authenticating the Obligations as well as other applicable responsibilities permitted by Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Municipality and the Fiscal Agent hereby agree as follows:

I. APPOINTMENT

The Fiscal Agent is hereby appointed agent for the Municipality with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Municipality.

II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

III. PAYMENTS

At least one business day before each interest payment date (commencing with the interest payment date of August 1, 2017 and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Municipality shall pay to the Fiscal Agent, in good funds immediately available to the Fiscal Agent on the interest payment date, a sum equal to the amount payable as principal of, premium, if any, and interest on the Obligations on such interest payment date. Said interest and/or principal payment dates and amounts are outlined on Schedule A which is attached hereto and incorporated herein by this reference.

IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Municipality a certificate regarding such cancellation. The Fiscal Agent shall be permitted to microfilm or otherwise photocopy and record said Obligations.

V. REGISTRATION BOOK

The Fiscal Agent shall maintain in the name of the Municipality a Registration Book containing the names and addresses of all owners of the Obligations and the following information as to each Obligation: its number, date, purpose, amount, rate of interest and when payable. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

VI. INTEREST PAYMENT

Payment of each installment of interest on each Obligation shall be made to the registered owner of such Obligation whose name shall appear on the Registration Book at the close of business on the 15th day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

VII. PAYMENT OF PRINCIPAL AND NOTICE OF REDEMPTION

(a) Principal Payments. Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

(b) Official Notice of Redemption. In the event the Municipality exercises its option to redeem any of the Obligations, the Municipality shall, at least 35 days prior to the redemption date, direct the Fiscal Agent to give official notice of such redemption by sending an official notice thereof by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company at least 30 days but not more than 60 days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such official notice of redemption shall be dated and shall state (i) the redemption date and price; (ii) an identification of the Obligations to be redeemed, including the date of original issue of the Obligations; (iii) that on the redemption date the redemption price will become due and payable upon each such Obligation or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (iv) the place where such Obligations are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Fiscal Agent.

(c) Additional Notice of Redemption. In addition to the official notice of redemption provided in (b) above, further notice of any redemption shall be given by the Fiscal Agent on behalf of the Municipality to the Municipal Securities Rulemaking Board and The Depository Trust Company of New York, New York but neither a defect in this additional notice nor any failure to give all or any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

Each further notice of redemption given hereunder shall be sent at least 30 days before the redemption date by registered or certified mail, overnight delivery service, facsimile transmission or email transmission and shall contain the information required above for an official notice of redemption.

(d) Redemption of Obligations. The Obligations to be redeemed at the option of the Municipality shall be selected by the Municipality and, within any maturity, shall be selected by lot by the Depository described in Section VIII hereof. The Obligations or portions of Obligations to be redeemed shall, on the redemption dates, become due and payable at the redemption price therein specified, and from and after such date such Obligations or portions of Obligations shall cease to bear interest. Upon surrender of such Obligations for redemption in accordance with the official notice of redemption, such Obligations shall be paid by the Fiscal Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Obligation, there shall be prepared for the registered owner a new Obligation or Obligations of the same maturity in the amount of the unpaid principal. Each check or other transfer of funds issued in payment of the redemption price of Obligations being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Obligations being redeemed with the proceeds of such check or other transfer.

VIII. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only System is to be utilized for the Obligations. The Fiscal Agent, as agent for the Municipality, agrees to comply with the provisions of The Depository Trust Company's Operational Arrangements, as they may be amended from time to time referenced in the Blanket Issuer Letter of Representations executed by the Municipality. The provisions of the Operational Arrangements and this Section VIII supersede and control any and all representations in this Agreement.

IX. OBLIGATION TRANSFER AND EXCHANGE

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized representative. Upon such a transfer, new registered Obligation(s) of the same maturity, in authorized denomination or denominations in the same aggregate principal amount for each maturity shall be issued to the transferee in exchange therefor, and the name of such transferee shall be entered as the new registered owner in the Registration Book. No Obligation may be registered to bearer. The Fiscal Agent may exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole multiples of \$5,000.

The Obligations shall be numbered R-1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

The Municipality shall cooperate in any such transfer, and the appropriate officers of the Municipality are authorized to execute any new Obligation or Obligations necessary to effect any such transfer.

X. AUTHENTICATION, IF REQUIRED

The Fiscal Agent shall sign and date the Certificate of Authentication, if any, on each Obligation on the date of delivery, transfer or exchange of such Obligation. The Fiscal Agent shall distribute and/or retain for safekeeping the Obligations in accordance with the direction of the registered owners thereof.

XI. STATEMENTS

The Fiscal Agent shall furnish the Municipality with an accounting of interest and funds upon reasonable request.

XII. FEES

The Municipality agrees to pay the Fiscal Agent fees for its services hereunder in the amounts set forth on Schedule B hereto.

XIII. MISCELLANEOUS

(a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within five years of its date, then the monies representing such nonpayment shall be returned to the Municipality or to such board, officer or body as may then be entitled by law to receive the same together with the name of the registered owner of the Obligation and the last mailing address of record and the Fiscal Agent shall no longer be responsible for the same.

(b) Resignation and Removal; Successor Fiscal Agent. (i) Fiscal Agent may at any time resign by giving not less than 60 days written notice to Municipality. Upon receiving such notice of resignation, Municipality shall promptly appoint a successor fiscal agent by an instrument in writing executed by order of its governing body. If no successor fiscal agent shall have been so appointed and have accepted appointment within 60 days after such notice of resignation, the resigning fiscal agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent. The resignation of the fiscal agent shall take effect only upon appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(ii) The Fiscal Agent may also be removed by the Municipality at any time upon not less than 60 days' written notice. Such removal shall take effect upon the appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(iii) Any successor fiscal agent shall execute, acknowledge and deliver to Municipality and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Municipality, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Municipality.

(iv) Any corporation, association or agency into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor fiscal agent under this Agreement and vested with all the trusts, powers, discretions, immunities and privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(v) Any successor fiscal agent shall be qualified pursuant to Sec. 67.10(2), Wisconsin Statutes, as amended.

(c) Termination. This Agreement shall terminate on the earlier of (i) the payment in full of all of the principal and interest on the Obligations to the registered owners of the Obligations or (ii) five years after (aa) the last principal payment on the Obligations is due (whether by maturity or earlier redemption) or (bb) the Municipality's responsibilities for payment of the Obligations are fully discharged, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall, except as may otherwise by law, be turned over to the Municipality after deduction of any unpaid fees and disbursements of Fiscal Agent or, if required by law, to such officer, board or body as may then be entitled by law to receive the same. Termination of this Agreement shall not, of itself, have any effect on Municipality's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

(d) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

COLUMBIA COUNTY, WISCONSIN

By Vern E. Gove
Chairperson

Susan M. Moll
County Clerk

ASSOCIATED TRUST COMPANY, NATIONAL
ASSOCIATION,
GREEN BAY, WISCONSIN
Fiscal Agent

By _____
Title _____
Attest _____
Title _____

SCHEDULE A
Debt Service Schedule
\$17,510,000 General Obligation Promissory Notes, Series 2016B
of Columbia County, Wisconsin
dated December 1, 2016
(SEE ATTACHED)

SCHEDULE B
(SEE ATTACHED)

Resolution was placed on supervisor's desks.

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

Jeff Belongia, of Hutchinson, Shockey, Erley & Company, financial advisor for the County, addressed the Board regarding the sale of \$17,510,000 General Obligation Promissory Notes. He referred to a handout provided to supervisors and 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: Drew, Foley, Hutler, Kessler, Konkel, Long, McClyman, Pufahl, Rashke, Rohrbeck, Ross, Sleger, St. Maurice, Stevenson, Sumnicht, Teitgen, Tramburg, Weyh, Wingers, Zander, Attoe, Baumgartner, Bradley, Cupery, De Young and Gove.

NOES: Field.

ABSENT: Brooks.

RESOLUTION NO. 45-16

WHEREAS, the municipality hereinafter named has filed a petition for County Aid in the construction of a bridge under Section 82.08 of the Statutes, said petition is hereby granted, and the county's share is appropriated as follows:

<u>County Municipality</u>	<u>Bridge</u>	<u>Amount Raised by Local Unit</u>	<u>Amount of Aid Granted</u>
Town of Caledonia	Durward Glenn Road	\$ 6,470.70	\$ 3,235.35
Town of Fountain Prairie	Adams Drive	\$ 14,174.81	\$ 7,087.41
Town of Hampden	Monson Road	\$ 6,570.27	\$ 3,285.14
Town of Lowville	Hagan Road	\$ 13,100.16	\$ 6,550.08
Town of Randolph	East Friesland Road	\$ 8,997.64	\$ 4,498.82
Town of Randolph	East Friesland Road	\$ 5,997.23	\$ 2,998.62
Town of Randolph	East Friesland Road	\$ 5,997.23	\$ 2,998.62

Fiscal Note: \$ 30,654.04 - 3334.551210 County Aid Bridge Refunds

Fiscal Impact: The County Board does hereby levy a tax of \$30,654 to meet said appropriation on all of the property on the county, which is taxable for such purpose. The provision for this levy shall be made in the County Budget, but that this levy shall not be duplicated.

James E. Foley
 Kenneth W. Hutler
 JoAnn Wingers
 Kirk Konkel
 Andy Ross
 HIGHWAY COMMITTEE

Motion was made to adopt the Resolution by Hutler, second by Wingers. The resolution was adopted.

RESOLUTION NO. 46-16

SECTION I. The County Board of Supervisors of Columbia County, Wisconsin, regularly assembled, does hereby resolve that such funds as may be made available to the county for highway work in the year 2017 under the provisions of Section 20.395 and Chapter 86 of the Statutes, and the additional sums herein appropriated, shall be expended as hereinafter set forth:

SECTION II. COUNTY TRUNK HIGHWAY ALLOTMENT. WHEREAS the Division of Highways has notified the County Clerk that a sum of money estimated to be \$1,523,492 will become available at the end of the fiscal year under the provisions of Section 86.30 and 20.395 (1)(as) of the Statutes, for the County Trunk Highway System in the county, but the actual amount will not be known until the close of the fiscal year ending next June 30.

BE IT THEREFORE RESOLVED that the County Highway Committee is authorized and directed to expend the said sum to the extent required to match and supplement Federal Aid for construction, right of way, and other costs on any Federal Projects located on the County Trunk Highway System of said county, which are not recovered from Federal Funds, and to expend any balance for constructing, repairing and maintaining such County Trunk Highway System and the bridges thereon, including snow and ice removal and control, as directed in Section 83.03 (1) of the Statutes, and to reimburse the general fund for any expenditures that may be made therefrom pursuant to Section 83.01 of the Statutes.

SECTION III. WHEREAS, various towns, villages, and cities hereinafter named have filed petitions for County Aid for roads under provisions of Section 83.14 of the Statutes.

BE IT THEREFORE RESOLVED that such petitions are hereby granted and county appropriations be made as follows:

<u>TOWNS</u>	<u>NAME OF ROAD</u>	<u>COUNTY APPROPRIATIONS</u>
Caledonia	Macleisch Road	\$ 7,000.00
Columbus	Schaeffer Road	8,732.50
Courtland	Pete Reak Road and Cemetery Road	5,192.25
Dekorra	Drake Road	10,067.75
Fort Winnebago	Dixon Road	6,357.75
Fountain Prairie	Pete Reak Road	7,719.25
Hampden	Eland Drive, Martinson Drive, Matson Road Otsego Road, and Burke Drive	7,413.00
Leeds	Hall Road and Kroncke Road	8,421.00
Lewiston	Hogan Road	8,130.50
Lodi	Sealcoat and Crackfill Various Roads	5,748.75
Lowville	Hagan Road	8,079.75
Marcellon	Military Road	7,787.50
Otsego	Monson Road	8,253.00
Pacific	West Bush Road	4,298.00
Randolph	Krueger Road	6,928.25
Scott	Ross Road	6,209.00
Springvale	Schimmel Drive	8,288.00
West Point	Golf Road	7,105.00
Wycena	Brenemann Road	8,492.75

<u>VILLAGES</u>	<u>NAME OF ROAD</u>	<u>COUNTY APPROPRIATIONS</u>
Arlington	Curtis Street	2,000.00
Doylestown	Edwards Street, Otsego Road and Various Spots	3,500.00
Fall River	Church Street, Gruhn Road, and Brayton Boulevard	3,500.00
Friesland	Mill Street	3,500.00
Pardeeville	Rubberize and Crackfill Various Streets	3,500.00
Poynette	McMillan Road	3,500.00
Rio	Lowville Road, W. Lyons Street, and Paris Street	3,500.00
<u>CITIES</u>	<u>NAME OF ROAD</u>	<u>COUNTY APPROPRIATIONS</u>
Lodi	Grand Avenue	2,000.00
Portage	W. Mullet Street	2,000.00
TOTAL		<u>\$167,224.00</u>

SECTION IV. WHEREAS it appears that certain additional highway improvements in the county are necessary and warranted.

Fiscal Note: that the County Board does hereby appropriate the following sums for the purpose hereinafter set forth:

- (1) For Administration (3110, 3191 and 3192) including salaries, office and travel expense of the County Highway Commissioner, his clerks and assistants not paid from the construction and maintenance funds, the sum of \$829,738.
- (2) For Winter Maintenance (3312), the sum of \$1,847,400.
- (3) The sum of \$3,251,412 for Road and Bridge Construction (3313) on the County Trunk Highway System.
- (4) For General Public Liability (3193), the sum of \$132,573.
- (5) For Maintenance of the County Trunk Highway System (3311), the sum of \$1,136,550.
- (6) Capital Outlay Pool for the acquisition of capital assets \$1,377,213.
- (7) For Maintenance of the State Trunk Highway System (3321, 3322, 3328), \$4,063,298.
- (8) For Maintenance of the Towns, Villages, and Cities System (3331), \$2,199,745.
- (9) For Maintenance of Miscellaneous Accounts (3371), \$310,000.
- (10) County Parks (3390), the sum of \$36,400.

TOTAL AUTHORIZED IN THIS SECTION (\$15,184,329)

SECTION V. WHEREAS, appropriations are made herein, in addition to the amounts to be received from the State and available for work in the county under Section 20.395 of the Statutes. BE IT RESOLVED that the County Board does hereby levy a tax on all of the property in the county to meet such appropriations as follows:

- (1) For County Aid (3333) under Section 83.14 as provided by Section III hereof, the sum of \$167,224.
- (2) For the various purposes as set forth in Section III and Section IV hereof, the sum of \$15,351,553, minus Revenue, Contingency and Equity applied of \$10,548,127 equals the net amount of \$4,803,426.

Fiscal Impact: that the County Board does hereby levy a tax of \$4,803,426 to meet said appropriation on all of the property on the county, which is taxable for such purpose.

The provision for this levy shall be made in the County Budget, but that this levy shall not be duplicated.

SECTION VI. WHEREAS, the various highway activities for which provision is made in this resolution are continuous from year to year, and the exact cost of any work cannot be known at the time of making the appropriation.

THEREFORE, BE IT RESOLVED that this Board does hereby direct that any balance remaining in any appropriation for specific highway improvement after the same shall have been completed may be used by the County Highway Committee to make up any deficit that may occur in any other improvement, which is part of the same item in the County Budget, for which provision is herein made, and any balance remaining at the end of the year in any Highway Fund shall remain and be available for the same purpose in the ensuing year.

SECTION VII. WHEREAS, the exact amount of the funds that will become available from the State for highway purposes in the county under Section 20.395 of the Statutes will not be known until on or after next June 30.

BE IT FURTHER RESOLVED, That the County Treasurer is hereby authorized and directed to make payments for the purposes for which such funds are to be used, as herein before authorized, from any funds in the County Treasury that are not required for the purposes for which appropriated prior to next August 1 and to reimburse such funds in the County Treasury from the sums received under Section 20.395 of the Statutes.

SECTION VIII. WHEREAS, the County Highway Committee and the County Highway Commissioner are charged with the duty and responsibility of carrying out the construction and maintenance of highways for which provision is made, and other related supervisory and administrative duties.

BE IT FURTHER RESOLVED, That the County Highway Commissioner shall have authority to employ, discharge, suspend, layoff, or reinstate such personnel in accordance with Columbia County personnel policy as set forth in Chapter 7 Ordinance, where the ordinance is not in conflict with Wisconsin State Statutes, as he deems necessary for such purposes, provided, however, that the County Highway Committee may by action recorded in its minutes determine the number of persons to be hired, and may also at any time by action so recorded, order the County Highway Commissioner to employ, discharge, suspend, lay off, or reinstate any such person in accordance with Columbia County personnel policy as set forth in Chapter 7 Ordinance, where the ordinance is not in conflict with Wisconsin State Statutes. The term "personnel" or "person" shall include all employees necessary to carry out daily activities within Columbia County Highway and Transportation.

James E. Foley
Kenneth W. Hutler
JoAnn Wingers
Kirk Konkel
Andy Ross
HIGHWAY COMMITTEE

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

RESOLUTION NO. 47-16

WHEREAS, the Columbia County Board of Supervisors has held a public hearing, pursuant to Section 65.90, Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED, that the Columbia County Board of Supervisors does adopt a budget for calendar year 2017 with total expenditures of \$73,005,850, total revenues and equity applied of \$46,866,322, and a total Columbia County tax levy of \$26,139,528.

BE IT FURTHER RESOLVED, that the Columbia County tax levy, as listed above, be divided and levied as follows:

That a County Tax of \$25,198,164 be levied upon all the taxable property of the County for the current expenses of the County, including the construction of public highways, and

That a County Library System Tax of \$720,087 be levied on the taxable property of the County except that part in the Villages of Cambria, Pardeeville, Poynette, Randolph, Rio, Wyocena, and the Cities of Columbus, Lodi, Portage, and Wisconsin Dells, and

That a Recycling Tax of \$221,277 be levied on the taxable property of the County except in the Townships of Newport and Pacific and the City of Wisconsin Dells.

BE IT FURTHER RESOLVED, that in addition to the Columbia County tax levy, that a State Tax for forestry of \$871,954.76 be levied upon all the taxable property of the County as certified by the State Department of Administration.

Fiscal Note: Not Applicable
Fiscal Impact: Not Applicable

Dan F. Drew
James E. Foley
Mike Weyh
Mary Cupery
John H. Tramburg
FINANCE COMMITTEE

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

Pufahl questioned approving the budget before the final audit was received for the Economic Development Corporation.

Field stated he would support this budget, however, he shared concerns with the increased use of the County's reserves to cover the shortfall between revenue and expenditures.

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: Field, Foley, Hutler, Kessler, Konkel, Long, McClyman, Pufahl, Rashke, Rohrbeck, Ross, Sleger, St. Maurice, Stevenson, Sumnicht, Teitgen, Tramburg, Weyh, Wingers, Zander, Attoe, Baumgartner, Bradley, Cupery, De Young, Drew and Gove.

ABSENT: Brooks.

ORDINANCE NO. _____

The Columbia County Board of Supervisors do ordain as follows: That Title 3, Chapter 1, Code of Ethics, is hereby amended as follows:

- 3-1-1 Declaration of Policy
- 3-1-2 Purpose
- 3-1-3 Responsibility of Public Office
- 3-1-4 Coverage
- 3-1-5 Exemptions
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Sec. 3-1-1 Declaration of Policy.

To ensure that the public can have complete confidence in the integrity of Columbia County Government, each elected official and employee shall respect and adhere to the fundamental principals of ethical service. The proper operation of county government demands that:

- (a) Columbia County officials and employees be independent, impartial and responsible to the people;
- (b) Decisions be made in the proper channels of the county governmental structure;
- (c) County offices should not be used for personal gain;
- (d) County business should be conducted in such a way so as to re-enforce the public's confidence in its integrity.

In recognition of these fundamental principles, there is hereby created a Code of Ethics.

Sec. 3-1-2 Purpose.

The purpose of this Code is to establish ethical standards of conduct for all County officials and employees by identifying those acts or actions that are not compatible with the best interests of the County. Because representatives of the County are drawn from society, they cannot and should not be without all personal and economic interest in the decisions and policies of government. Citizens who are appointed to serve as County officials and employees retain their rights as citizens to personal and economic interests. Therefore, the standards of ethical conduct for County officials and employees must distinguish between minor and inconsequential conflicts which are unavoidable and those conflicts which are substantial and material. The provisions of this Code, and such rules and regulations which may be established, are to be interpreted in the context of the above principles and are deemed to be in the best interest of the public.

Sec. 3-1-3 Responsibility of Public Office.

County officials and employees are agents of public purpose and hold office to serve the public interest. They are bound to uphold the Constitution of the United States, the Constitution of the State of Wisconsin and to carry out efficiently and impartially all laws of the United States, the State of Wisconsin, and the Ordinances of Columbia County. Further, they are bound to observe in their official acts, the standards of ethics set forth in this Code and to faithfully discharge the duties of their office. The public interest must be their primary concern.

Sec. 3-1-4 Coverage.

This Code governs all County officials, whether elected or appointed, paid or unpaid, including members of boards, committees and commissions, department heads, and other County employees.

Sec. 3-1-5 Exemptions.

Political contributions which are reported under Chapter 11, Wis. Stats., are exempt from the provisions of this Code.

Sec. 3-1-6 Definitions.

(a) Person: Any individual, corporation, partnership, joint venture, association or organization.

(b) Financial Interest: Any interest which yields, directly or indirectly, a monetary or other material benefit to the County officer or employee or to any person employing or retaining services of the County officer or employee.

(c) Anything of Value: Any money or property, favor, service, payment, advance forbearance, loan or promise of future employment, but does not include such things as compensation and expenses paid by the State or County, fees, honorariums and expenses, unsolicited advertising or promotional material such as pens, pencils, notepads, calendars, informational or educational materials of unexceptional value, plaques, other advertising giveaways or any other thing which is not likely to influence the judgment of individuals covered by this Code.

(d) Privileged Information: Any written or oral material related to County government which has not become part of the body of public information and which is designated by statute, court decision, lawful orders, ordinances, resolution or custom as privileged.

(e) Official: All County department heads or directors, County supervisors, and all other County elected and appointed officers, except judges and district attorneys.

(f) Employee: All persons filling an allocated position of County employment and all members of boards, committees, and commissions.

(g) Immediate Family: An official's or employee's spouse, children, stepchildren, parents, stepparents, or other legal relation who contributes more than one-half of the support of the official or receives that level of support from the official or employee.

Sec. 3-1-7 Fair and Equal Treatment.

(a) Use of Public County Property: An official or employee shall not use, or knowingly permit the use, of County services or County-owned property, vehicles, equipment, or materials for ~~unauthorized~~ non-governmental purposes or for ~~unauthorized~~ personal convenience, gain, or for profit, ~~unless such services or use are available to the public generally and consistent with practices and policies of the County of the public official, employee, or members of their immediate family.~~

(b) Obligations to Citizens: An official or employee shall not grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen. This section does not affect the duty of County supervisors to diligently represent their constituency.

Sec. 3-1-8 Conflicts of Interest.

(a) Receipt of Gifts and Gratuities Prohibited: An official or employee shall not accept anything of value whether in the form of a gift, service, loan or promise from any person which may impair his or her independence of judgment or action in the performance of his or her official duties.

(b) Exception: It is not a conflict of interest for an official or employee to receive a gift or gratuity that is an unsolicited item of insignificant value or anything which is given to them independent of their position as an official or employee. For the purposes of this Code, "insignificant value" shall be defined as a maximum of Ten Dollars (\$10.00).

(c) Business Interest: An official or employee shall not engage in any business or transaction or act in regard to any financial interest, direct or indirect, which:

(1) is incompatible with the proper discharge of his or her official duties for the benefit of the public;

(2) is contrary to the provisions of this Code; or

(3) may impair his or her independence of judgment or action in the performance of his or her official duties.

(d) Employment: An official or employee shall not engage in or accept any private employment or render any service for a private interest when such employment or service is incompatible with the proper discharge of his or her official duties or which may impair his or her independence of judgment or action in the performance of his or her official duties unless otherwise permitted by law or unless disclosure is made as hereinafter provided. An employee shall obtain prior written approval from their ~~Department Head~~ Corporation Counsel, or in the case of a Department Head, from the ~~applicable oversight committee~~ County Board Chair, before engaging in outside employment.

(e) Contracting: An official or employee or a business in which an official or employee holds a 10% or greater interest, may not enter into a contract with the County involving a payment or payments of more than \$1,000 ~~amount~~ within a twelve (12) month period unless the official or employee has made a written disclosure of the nature and extent of such relationship or interest to the ~~County Clerk~~ Corporation Counsel and reported such interest to the County Board Chair. Further, pursuant to s. 946.13, Wis. Stats., an official or employee is prohibited from participating in the formation of a contract or contracts with Columbia County involving the receipts or disbursements of more than \$15,000 in any year.

(1) Contractors and Vendors. Contractors and Vendors are required to disclose personal interests that may be created with any County official or employee.

(2) Employees. No official or employee may participate in the selection, award, or administration of contracts, agreements, or any similar business relationship with the County in which that person has an actual or apparent conflict of interest.

(f) Annual Conflict of Interest Disclosure Statement: All County Elected Officials, Department Heads, Managers and Staff who have responsibility over contracts or purchasing shall be required to complete an Annual Conflict of Interest Disclosure Statement on a form provided by the County and shall file that Statement in the Corporation Counsel's Office by January 1 of each year.

Sec. 3-1-9 Financial Interest in Legislation.

A member of the County Board who has a financial interest in any proposed action before the County Board shall disclose the nature and extent of such interest to the ~~County Clerk~~ Corporation Counsel and the County Board Chair prior to or during the initial discussion of such action and shall refrain from participating in the discussion of and/or voting on such action. A member of the County Board shall request to be excused by the Board or Committee chairperson for the duration of any deliberations concerning such action in which the member has a financial interest. Any other official or employee who has a financial interest in any proposed action before the County Board, and who participates in discussion with or gives an official opinion or recommendation to the County Board, shall first disclose the nature and extent of such interest to the County Board Chair.

Sec. 3-1-10 Disclosure of Privileged Information.

An official or employee shall not knowingly disclose or permit the disclosure of privileged information to any person not lawfully authorized to receive such privileged information. An official or employee shall not use privileged information to advance his or her personal financial interest or that of his or her immediate family.

Sec. 3-1-11 Gifts and Favors.

An official or employee shall not accept, from any person or organization directly or indirectly, anything of value without full payment, if it could reasonably be expected to influence his or her vote, governmental actions or judgments or is provided to such official or employee because of their position or office and could reasonably be considered as a reward for any governmental action or inaction.

Sec. 3-1-12 Kickbacks Prohibited

It is prohibited for any payment, gift, or gratuity to be made to a County official or employee, by or on behalf of, a potential vendor, contractor, or subcontractor, as an inducement for selection.

Sec. 3-1-~~12~~13 Nepotism.

(a) Department Heads are prohibited from hiring a person related to them for County employment.

(b) No person shall be employed, promoted, or transferred to any department, division, or work unit when, as a result, the employee would be directly supervising or receiving direct supervision from a related person.

(c) "Related person" shall mean spouse, parents, children, siblings, uncle, aunt, nephew, niece, grandparents, grandchildren, father-in-law, mother-in-law, stepchildren, stepparents and any person sharing the employee's residence.

Sec. 3-1-~~13~~14 State Statutes Incorporated.

(a) Statutes Incorporated by Reference: The following sections of the Wisconsin Statutes are hereby incorporated by reference and made a part of this Code of Ethics:

§19.01 (Oaths and Bonds)

§19.21 (Custody and Delivery of Official Property and Records)

§19.81-§19.8998 (Open Meetings of Governmental Bodies)

§19.59 (Codes of Ethics for Local Government Officials, Employees and Candidates).

§946.10-946.18 (Bribery and Misconduct).

(b) Violation of Incorporated Statutes: Officials shall comply with the sections of the Wisconsin Statutes incorporated in this Code and failure to do so shall constitute a violation of this ~~Code of Ethics~~.

Sec. 3-1-15 Disclosure to Federal Government.

Under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 100.113, any violations of law, fraud, or bribery in any Federally funded grant program shall be reported to the Federal grantor agency or pass through entity. Failure to report such violations could result in remedies against the County including suspension and debarment.

Sec. 3-1-~~1416~~ Investigations and Enforcement.

(a) Advisory Opinions: Any person governed by this Code of Ethics may apply in writing to the ~~County~~ Corporation Counsel for an advisory opinion and shall be guided by any opinion rendered. The applicant shall present his or her interpretation of the facts at issue and of the applicability of provisions of this Code before the advisory opinion is rendered. All requests for opinion and opinions rendered shall be in writing.

Records of the Corporation Counsel's opinions, opinion requests and investigations of violations shall be closed to public inspection, as required by Chapter 19, Wis. Stats. However, such records may be made public with the consent of the applicant.

(b) Complaints: The Corporation Counsel shall accept from any person a verified written complaint which states the name of the officer or employee alleged to have committed a violation of this Code and sets forth the material facts involved in the allegation. The Corporation Counsel shall forward a copy of the complaint to the accused officer or employee and the ~~County~~ Ethics Inquiry Board Chair, within ten (10) business days. ~~If no action on the verified complaint is taken by the Ethics Inquiry Board within thirty (30) days, the complaint shall be dismissed.~~

(c) Preliminary Investigations: Following the receipt of a verified complaint, the ~~Ethics Inquiry Board~~ Corporation Counsel may make preliminary investigations with respect to alleged violation of this Code. A preliminary investigation shall not be initiated unless the accused officer or employee is notified in writing. The notice shall state the exact nature and purpose of the investigation, the individual's specific action or activities to be investigated and a statement of such person's due process rights. If the ~~Ethics Inquiry Board~~ Corporation Counsel finds probable cause to believe the allegations contained in the complaint, then the Corporation Counsel shall recommend that the County Board Chair refer the complaint shall be referred to hearing pursuant to 3-1-~~1416~~(e) below before the Ethics Inquiry Board. If probable cause is not found, then the complaint shall be dismissed.

(d) Time Limitations: The ~~Ethics Inquiry Board~~ Corporation Counsel may investigate any complaint properly filed ~~with it~~ under this Code. However, no action may be taken on any complaint ~~which that~~ is filed more than one (1) year after a violation of the ~~Ethics this~~ Code is alleged to have occurred.

(e) Ethics Inquiry Board: ~~There is hereby created~~ After a finding of probable cause to believe the allegations contained in a complaint, an Ethics Inquiry Board ~~to~~ consisting of three (3) members and one alternate, one of whom shall be an attorney licensed to practice law in the State of Wisconsin, ~~shall be~~ appointed by the County Board Chairperson with the approval of the County Board Executive Committee. The members of the Ethics Inquiry Board shall be residents of the Columbia County and shall not be County Public Officials during the time of appointment, ~~and shall serve staggered three year terms expiring on the third Tuesday in April of the third year following their appointment except as otherwise provided in the implementation of this ordinance.~~ The Corporation Counsel shall provide legal advice, secretarial administrative services and assistance to the Ethics Inquiry Board. The Ethics Inquiry Board shall be entitled to mileage and per diem payments for its meetings and hearings ~~of the Board~~ on the same basis as is provided to other Columbia County Boards, Committees or Commissions.

(1) Powers and Duties: The Ethics Inquiry Board shall ~~be responsible for investigating a complaint, and conducting a fact finding hearing pursuant to subparagraph 3-1-1416(e)(3) below,~~ in any case where the ~~Ethics Inquiry Board~~ Corporation Counsel has found that probable cause exists ~~for to believe~~ing the allegations of a complaint referred to the Ethics Inquiry Board after preliminary review pursuant to subparagraph 3-1-~~1416~~(b) through (d) above.

(2) Burden of Proof: The burden of proving a violation alleged in the complaint shall be on the complainant. Violations shall be proved by evidence that is clear, satisfactory and convincing.

(3) Hearing: The Ethics Inquiry Board may hold, and an individual against whom a complaint has been made and where the complaint has been referred to the Ethics Inquiry Board may request, a hearing before the Board. The Board shall keep a record of the hearing. The Board shall have the power to compel the attendance of witnesses and to issue subpoenas as granted to other boards and commissions under Section 885.01 Wisconsin Statutes.

(a) Within ten (10) work business days of the conclusion of the hearing, the Ethics Inquiry Board shall file issue its written findings and recommendations signed by all participating Board members, together with findings of fact and conclusions of law, concerning the propriety of the conduct of the public official. If the Board determines that no violation of theis Code of Ethics has occurred, it shall dismiss the complaint, ~~and if requested to do so by the accused, issue a public statement.~~

(b) No recommendation of the Board becomes effective until twenty (20) work business days after it is issued, or while an application for rehearing or rehearing before the Board is pending, or the Board has announced its final determination on rehearing.

(4) Enforcement and Penalties: If the Ethics Inquiry Board finds that clear, satisfactory and convincing evidence exists ~~for to believeing~~ the allegations of the complaint, then the Ethics Inquiry Board shall refer its findings and recommendation to the Executive Committee. The Executive Committee may:

(a) Order the officer or employee to conform his or her conduct to the Eethics Ceode or recommend that the official or employee be censured, suspended, removed from office, be issued a private reprimand, public reprimand, and in the case of an employee, may also recommend denial of merit increase, suspension without pay, discharge, or other appropriate disciplinary action.

(b) The Ethics Inquiry Board may also refer the matter to the District Attorney to commence enforcement pursuant to the procedures and remedies of §19.59, Wis. Stats.

(5) Discharge of Ethics Inquiry Board Following Final Determination: The County Board Chair shall discharge the members of the Ethics Inquiry Board following the Board's final determination on a complaint made under this Code.

Fiscal Note: None
Fiscal Impact: None

Vern E. Gove, Chair
COLUMBIA COUNTY
BOARD OF SUPERVISORS
Susan M. Moll
COLUMBIA COUNTY CLERK

DATE PASSED:
DATE PUBLISHED:

Motion was made by Drew, second by Baumgartner, to approve.

Motion by Rashke to amend Section 3-1-7(g) by eliminating the last sentence of paragraph.

Second by Baumgartner.

Motion to amend failed on a roll call vote as follows:

AYES: 6; NOES: 21; ABSENT: 1

AYES: Foley, Rashke, Sleger, St. Maurice, Sumnicht and Baumgartner.

NOES: Hutler, Kessler, Konkel, Long, McClyman, Pufahl, Rohrbeck, Ross, Stevenson, Teitgen, Tramburg, Weyh, Wingers, Zander, Attoe, Bradley, Cupery, De Young, Drew, Field and Gove.

ABSENT: Brooks.

Motion by Pufahl to table the Ordinance for further review of Section 3-1-7(g). Second by Bradley.
Motion carried, not unanimously.

ORDINANCE NO. Z454-16

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 May 14, 2014 is hereby amended and added thereto as follows:

- (1) “To change from A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay”, (Hazel Mulryan Revocable Trust, Petitioner and Owner) parcels of land located in Section 6, T12N, R10E, Town of Wyocena, described as follows: Land to be Rezoned from A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay - Being a part of Lot 1, Certified Survey Map No. 5776 as recorded in Volume 41 of Certified Survey Maps, page 26, as Document No. 883934 located in part of Government Lots 1, 2, 4 and 5, Section 6, Town 12 North, Range 10 East, Town of Wyocena, Columbia County, Wisconsin, described as follows: Commencing at the North Quarter corner of Section 6; thence North 89°30’23” East along the North line of the Northeast Quarter of said Section 6 and the North line of Lot 1, Certified Survey Map No. 5776, 464.21 feet; thence South 07°39’28” East along the East line of said Lot 1, 318.15 feet to the point of beginning; thence continuing South 07°39’28” East along the East line of said Lot 1, 772.90 feet to the Southeast corner thereof; thence South 89°29’33” West along the South line of said Lot 1, 1,528.79 feet to the Southwest corner thereof said point being in the centerline of Country Club Road; thence North 01°34’08” East along the West line of said Lot 1 and the centerline of Country Club Road, 767.23 feet; thence North 89°29’09” East, 1,404.79 feet to the point of beginning. Containing 1,124,749 square feet (25.82 acres), more or less. All effective upon recording of the Certified Survey Map.
- (2) “To change from A-1 Agriculture to RR-1 Rural Residence and A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay”, (David and Judith Leege Trust, Petitioners and Owners) parcels of land located in Section 12, T13N, R6E, Town of Newport, described as follows: Land to be Rezoned from A-1 Agriculture to RR-1 Rural Residence - Being a part of Lot 1, Certified Survey Map, No. 2935 as recorded in Volume 19 of Certified Survey Maps, page 45 as Document No. 576591 located in the Northwest Quarter of the Southwest Quarter and being a part of the Southwest Quarter of the Southwest Quarter all located in Section 12, Town 13 North, Range 6 East, Town of Newport, Columbia County, Wisconsin, described as follows: Commencing at the Southwest corner of said Section 12; thence North 00°12’56” East along the West line of the Southwest Quarter of said Section 12, 944.17 feet; thence North 57°23’17” East, 39.27 feet to a point in the East right-of-way line of County Trunk Highway WD and the point of beginning; thence North 00°12’56” East along the East right-of-way line of County Trunk Highway WD, 322.00 feet; thence North 57°23’17” East, 282.73 feet; thence South 00°12’56” West, 322.00 feet; thence South 57°23’17” West, 282.73 feet to the point of beginning. Containing 76,500 square feet, (1.76 acres), more or less. Land to be Rezoned from A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay - Being a part of the Southwest Quarter of the Southwest Quarter of Section 12, Town 13 North, Range 6 East, Town of Newport, Columbia County, Wisconsin, described as follows: Beginning at the Southwest corner of said Section 12; thence North 00°12’56” East along the West line of the Southwest Quarter of said Section 12, 944.17 feet; thence North 57°23’17” East, 322.00 feet; thence North 00°12’56” East, 191.55 feet to a point in the North line of the Southwest Quarter of the Southwest of said Section 12; thence South 89°10’43” East along the North line of the Southwest Quarter of the Southwest Quarter of said Section 12, 1,035.77 feet to the Northeast corner thereof; thence South 00°14’20” West along the East line of the Southwest Quarter of the Southwest Quarter of said Section 12, 1,314.90 feet to the Southeast corner thereof; thence North 89°06’03” West along the South line of the Southwest Quarter of said Section 12, 1,305.84 feet to the point of beginning. Containing 1,640,302 square feet, (37.66 acres), more or less. All effective upon recording of the Certified Survey Map.

Vern E. Gove, Chair
COLUMBIA COUNTY
BOARD OF SUPERVISORS
Susan M. Moll
COLUMBIA COUNTY CLERK

DATE PASSED: November 15, 2016
DATE PUBLISHED: November 21, 2016

Motion was made by Teitgen, second by McClyman, to approve the rezone requests for Hazel Mulryan Revocable Trust, Petitioner and Owner and David and Judith Leege Trust, Petitioners and Owners. The motion carried. The Ordinance was declared passed and is to be known as Ordinance Z454-16.

The Clerk announced the following:

- Expense Reimbursement Form has been revised to meet audit requirements and will require an "original" signature. Revised forms were placed in supervisor's mailboxes and should be used starting with November 2016 expenses.
- Annual Conflict of Interest Disclosure Statement will be carried over until next month due to the motion to table the proposed Ordinance to Amend Title 3, Chapter 1, Code of Ethics.
- The Holiday Luncheon will be held at Suzy's Steakhouse following the next board meeting. Invitations were placed in supervisor's mailboxes. RSVP and payment are due to the County Clerk's Office by Friday, December 16th.

Teitgen moved adjournment of this meeting to Wednesday, December 21, 2016 at 9:45 a.m. Second was made by McClyman. The motion carried. The meeting adjourned at 10:55 a.m.