

**LA CROSSE COUNTY BOARD OF SUPERVISORS MONTHLY MEETING
PROCEEDINGS; THURSDAY, SEPTEMBER 19, 2013**

The La Crosse County Board of Supervisors Monthly Meeting was held on Thursday, September 19, 2013 in the Administrative Center, Room B410. The County Clerk, Ginny Dankmeyer, took attendance. 24 supervisors were present when Chair Tara Johnson called the meeting to order at 6:00 P.M. and those otherwise present, excused or absent are noted in the roll call detail:

District Name	Attendance
1 Richmond, Andrea	Present
2 Geary, Ralph	Present
3 Veenstra, Joe	Present
4 Freedland, Maureen	Present
5 Johnson, Karin	Present
6 Plesha, Roger	Present
7 Hampson, Sharon	Present
8 Jerome, Peg	Present
9 Londre, Andrew	Present at 06:08 PM
10 Becker, Richard	Present
11 Schultz, Bill	Present
12 Holtze, Dave	Present
13 Meyer, Donald	Present
14 Schroeder, Jeffrey	Present
15 Kruse, Monica	Present
16 Ferries, Dan	Present
17 Berns, Jim	Present
18 Berg, Laurence	Present
19 Downer, Thomas	Present
20 Doyle, Steve	Excused
21 Burke, Vicki	Present
22 Spiker, Charles	Excused
23 Pedretti, Marilyn	Present
24 Pfaff, Leon	Present
25 Ebert, Ray	Excused
26 Gamroth, Tammy	Present
27 Wehrs, Tina	Present at 06:05 PM
28 Keil, Robert	Present
29 Johnson, Tara	Present

PLEDGE OF ALLEGIANCE

**COMMUNICATIONS AND ANNOUNCEMENTS:
County Board Chair Report - Tara Johnson**

- Bulk Mailings – Supervisors are reminded to use the recycle bins for any mailings they do not wish to keep. The work stations are used by other departments for training purpose.

(110-13/14)

- Board Automation Project Update – Supervisors are reminded that their laptops are required at each meeting and to show up a few minutes early to have their laptops booted up and logged in for the start of the meetings. IT Director John Parshall updated the Board on the remainder of the automation project. The remainder of the equipment is in and will start to be installed over the next several weeks. There will be a display monitor in the front of the room, back of the room and a new projector that will broadcast in high definition. Supervisors were also reminded that closing your laptop does not shut it down and it will continue to use the battery. Please make sure you shut down your computer properly each time. Parshall went over some reminders and quick tips for Supervisors to use with their laptops. Conference rooms are now wired and wireless is available and Supervisors can now bring their laptops to committee meetings and connect to wireless. Supervisor Kruse announced that the Health and Human Services Board is now completely paperless and the transition went smoothly. All Supervisors will be required to use their County email accounts starting November 4, 2013. IT will no longer forward emails from your County email address to your personal account. Training will be provided for Outlook on October 7th from 4:30-5:30pm in the IT training room.
- WCA Update – Chair Johnson asked that Supervisors who are attending the WCA Conference in Madison next week to please attend a quick meeting immediately following the Board meeting.
- Supervisor Conference Reports
 - Supervisor Meyer took a ride on the biggest tow boat on the Mississippi River on August 12, 2013 and held a public hearing. They talked about Asian Carp, maintenance of the badly deteriorating dams up and down the Mississippi River, and also about flooding and safety.
 - Supervisor Schroeder announced the 12th Freedom Honor Flight departing on Saturday morning.
 - Supervisor Londre asked for donations of children's books to their free library.

CHAIR CHANGE

1st Vice Chair Hampson took the chair.

APPOINTMENTS

Appoint **Debra A. McKenney** to the Western Wisconsin Economic Development Fund; re-appoint **Steve Earp** and **Marc Schultz** to the Harbor Commission for a three year term to expire July 31, 2016; appoint **Marlane Anderson** to replace Deena Murphy, appoint **Leon Pfaff** to replace Steve Doyle and re-appoint **John Lautz** to the Farmland Preservation Committee for a three year term to expire April 30, 2016.

Motion by T. Johnson/K. Johnson to approve passed on a unanimous voice vote with 26 ayes, 3 excused - S. Doyle, R. Ebert and C. Spiker.

CHAIR CHANGE

Chair T. Johnson resumed the chair.

CONSENT AGENDA

Motion by R. Plesha/R. Becker to approve the minutes of the La Crosse County Board of Supervisors Planning meeting held August 5 2013, and the Monthly meeting held August 15, 2013, and the claims list for \$39,733,809.40 passed on a unanimous voice vote with 26 ayes, 3 excused - S. Doyle, R. Ebert and C. Spiker.

RESOLUTION NO. 38-9/13 RE: AUTHORIZING NEGOTIATIONS FOR TRANSFER OF JURISDICTION OF COUNTY TRUNK HIGHWAY C FOR STATE TRUNK HIGHWAY 108 WHEREAS, Wisconsin Department of Transportation (WisDOT) is proposing a trade of CTH C for STH 108 from the intersection of CTH C and STH 108 north of West Salem to the

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intersection of CTH C and STH 108, west of Davis Creek Road, in the County of La Crosse; and, **WHEREAS**, in more recent times the use of STH 108 has decreased in the area to be transferred and traffic more heavily uses CTH C in this area; and, **WHEREAS**, the WisDOT is currently offering \$3 Million to La Crosse County to be used to make significant improvements to the new CTH C; and, **WHEREAS**, the transfer would allow the County to use its own crews to construct improvements to the new CTH C to County standards; and, **WHEREAS**, the transfer will also create the opportunity for the future designation of CTH C as a scenic by-way or rustic road, leading to enhanced tourism; and, **WHEREAS**, it is in the best interest of La Crosse County to negotiate terms for a transfer of CTH C for STH 108. **NOW THEREFORE BE IT RESOLVED**, that the La Crosse County Board of Supervisors hereby authorizes the Highway Commissioner to negotiate terms of the transfer of CTH C for STH 108 from the intersection of CTH C and STH 108 north of West Salem to the intersection of CTH C and STH 108 west of Davis Creek Road in the County of La Crosse, including a projected timeline and outline addressing the choices for naming, cost of signage, and recommendations regarding concerns raised by particular property owners along the highways that are transferred. **BE IT FURTHER RESOLVED**, any negotiated agreement for said transfer shall be brought back to the County Board for approval. **FISCAL NOTE:** Fiscal impact will be addressed when a negotiated agreement is brought to the County Board for approval.

EXECUTIVE COMMITTEE

PUBLIC WORKS AND INFRASTRUCTURE

Motion by D. Meyer/M. Freedland to approve. Discussion ensued. Highway Commissioner Ron Chamberlain and Finance Director Gary Ingvalson responded to questions from the Board. The motion to approve passed on a roll call vote with 23 ayes, 3 nays - T. Gamroth, D. Holtze and L. Pfaff, 3 excused - S. Doyle, R. Ebert and C. Spiker.

RESOLUTION NO. 39-9/13 RE: APPROVAL OF TRANSFER BY QUIT CLAIM DEED OF EXCESS RIGHT-OF-WAY TO KEVIN MORGENTHALER & KALI MUELLER

WHEREAS, Kevin Morgenthaler and Kali Mueller desire to purchase excess right-of-way from the County of La Crosse to build an addition to their existing deck; and, **WHEREAS**, the buyers will pay \$250 for the transfer of the property, which will benefit La Crosse County since the County will no longer maintain the excess land and the additional 17 feet of right-of-way will increase property taxes due to the additional acreage ; and, **WHEREAS**, La Crosse County is not in need of the additional right-of-way to be transferred; and, **WHEREAS**, transfer of the right-of-way will allow the construction of the deck addition; and, **WHEREAS**, the legal description of the property to be transferred is as follows: Part of the NW ¼ of the NE 1/4, Section 19, T17N-R7W, Town of Onalaska, La Crosse County, Wisconsin described as follows: Beginning at the northwest corner of Lot 6, Lake Forest Addition and the South right-of-way line of County Road "OT", thence, along the prolonged West line of said Lot 6, N 01°10'25" E 17.01 feet; thence N 89°05'36" E 174.24 feet to the prolonged East line of said Lot 6; thence, along said prolongation, S 01°10'25" W 17.01 feet to the northeast corner of said Lot 6 and said South right-of-way line; thence S 89°05'36" W 174.24 feet to the point of beginning of this description.

NOW THEREFORE BE IT RESOLVED, that the La Crosse County Board of Supervisors hereby approves the transfer by quit claim deed of the above described land to Kevin Morgenthaler and Kali Mueller in exchange for payment of \$250. **BE IT FURTHER RESOLVED**, that the County Board Chair and County Clerk are hereby authorized to execute any documents to accomplish this transfer, after approval by Corporation Counsel. **FISCAL NOTE:** No cost to the County. County will receive \$250 for the property; funds will be deposited into org. #1064, account #56015.

PUBLIC WORKS AND INFRASTRUCTURE

Motion by D. Meyer/J. Berns to approve passed on a unanimous voice vote with 25 ayes, 4 excused - S. Doyle, R. Ebert, C. Spiker and T. Wehrs.

RESOLUTION RE: APPROVAL OF SECOND AMENDMENT TO PARK PLAZA OFFER TO PURCHASE

EXECUTIVE COMMITTEE
PUBLIC WORKS AND INFRASTRUCTURE

Motion by D. Meyer/D. Holtze to approve. Motion by D. Meyer/J. Berns to refer back to Committee. Discussion ensued. Corporation Counsel David Lange explained the need to refer back to Committee so they can discuss it further and gather more information before we move forward. The motion to refer back to Committee passed on a unanimous voice vote with 26 ayes, 3 excused - S. Doyle, R. Ebert and C. Spiker.

AGENDA ORDER: Chair Johnson asked for unanimous consent to move to Item #9-18, Resolution Re: Confirming the Sale, Determining Rates of Interest and Other Details and Levying Taxes in Connection with the Issuance of \$5,245,000 Aggregate Principal Amount of General Obligation Promissory Notes, Series 2013-A, of the County of La Crosse, Wisconsin. There were no objections.

RESOLUTION NO. 40-9/13 RE: CONFIRMING THE SALE, DETERMINING RATES OF INTEREST AND OTHER DETAILS AND LEVYING TAXES IN CONNECTION WITH THE ISSUANCE OF \$5,245,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2013-A, OF THE COUNTY OF LA CROSSE, WISCONSIN

WHEREAS, counties are authorized by the provisions of Section 67.12(12), *Wisconsin Statutes*, as supplemented and amended (the "*Statute*"), to issue promissory notes for any public purpose and to refund any municipal obligations, including interest on them; and, **WHEREAS**, the term "*public purpose*" is defined in the Statute as "the performance of any power or duty of the issuing municipality;" and, **WHEREAS**, counties are empowered by the *Wisconsin Statutes*, as supplemented and amended, to construct highways and highway improvements; and, **WHEREAS**, the County of La Crosse, Wisconsin (the "*County*") now wishes to construct highways and highway improvements; and, **WHEREAS**, it is considered necessary and desirable by the County Board of Supervisors of the County that the County borrow \$5,245,000 for the purposes aforesaid and that the County issue its General Obligation Promissory Notes, Series 2013-A (the "*Notes*") to evidence the indebtedness thereby incurred; and, **WHEREAS**, sealed bids for the Notes were received at the offices of the financial consultant in the County in St. Paul, Minnesota, until 10:00 o'clock A.M., C.T., on September 19, 2013, which bids are as follows:

NAME OF BIDDER	TRUE INTEREST COST(%)
Raymond James & Associates, Inc.	1.8572973*
Piper Jaffray & Co.	1.9579177
UBS Financial Services, Inc.	1.9843347
BOSC, Inc.	1.9993216
Robert W. Baird & Co., Incorporated	2.0127072
Bankers' Bank	2.0141493
BMO Capital Markets GKST Inc.	2.0592030
FTN Financial Capital Markets	2.1255025

* Adjusted TIC after resizing is 1.8593%.

; and,

WHEREAS, the bid of Raymond James & Associates, Inc. of Memphis, Tennessee, and associates, at a price of \$5,309,372.90 plus accrued interest to the date of delivery was the best bid submitted for the Notes, which bid is as follows:

See next page for bid

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of the County of La Crosse, Wisconsin, as follows:

Section 1. Definitions. For all purposes of this Resolution, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Section 1 shall have the meanings set forth below, and shall include the plural as well as the singular.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"County" shall mean the County of La Crosse, Wisconsin, and any successor to the duties or functions of the County.

"Governing Body" shall mean the County Board of Supervisors of the County, or such other council, board, commission or body, by whatever name known, which shall succeed to its powers.

"Note" or *"Notes"* shall mean one or more of the General Obligation Promissory Notes, Series 2013-A, authorized to be issued by the terms of this Resolution.

"Note Register" shall mean the books of the County kept by the Note Registrar to evidence the registration and transfer of the Notes.

"Note Registrar" shall mean Wells Fargo Bank, National Association, of Minneapolis, Minnesota, or a successor designated as Note Registrar under this Resolution.

"Resolution" shall mean this resolution as adopted by the Governing Body of the County.

"Statute" shall mean Chapter 67 of the *Wisconsin Statutes*, as supplemented and amended.

Section 2. Authorization. The issuance of \$5,245,000 aggregate principal amount of promissory notes is hereby authorized for the purpose of providing funds in the amount of \$5,245,000 for the public purpose consisting of the construction of highways and highway improvements.

The Notes shall be designated "General Obligation Promissory Notes, Series 2013-A," shall be dated October 1, 2013, and shall also bear the date of authentication thereof, shall be in fully registered form, shall be in denominations of \$5,000 each and integral multiples thereof (but no single Note shall represent installments of principal maturing on more than one date), shall be appropriately lettered and numbered, and shall mature serially on October 1 of each of the years 2015 to 2023, inclusive, and bear interest at the rates per annum as follows:

YEAR	AMOUNT	INTEREST RATE
2015	\$540,000	2.00%
2016	550,000	2.00
2017	560,000	2.00
2018	570,000	2.00
2019	580,000	2.00
2020	595,000	2.00
2021	605,000	2.00
2022	615,000	2.10
2023	630,000	2.30

Section 3. Interest; Payment Provisions. The Notes shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, at the respective rates set out above, such interest (computed upon the basis of a 360-day year consisting of twelve 30-day months) being payable on the first days of April and October of each year, commencing on April 1, 2014. Interest on each Note shall be paid by check or draft of the Note Registrar to the person in whose name such Note is

registered at the close of business on the fifteenth day of the calendar month next preceding the applicable interest payment date. The principal of the Notes shall be payable in lawful money of the United States of America only at the designated corporate trust office of the Note Registrar.

Section 4. Execution; Authentication. The Notes shall be executed on behalf of the County with the manual or facsimile signature of the Chairperson of the County and with the manual or facsimile signature of the County Clerk of the County, and sealed with the official seal of the County or a printed facsimile thereof. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Note Registrar as authenticating agent of the County and showing the date of authentication. No Note shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Note Registrar by manual signature, and such certificate of authentication upon any such Note shall be conclusive evidence that such Note has been authenticated and delivered under this Resolution. The certificate of authentication on any Note shall be deemed to have been executed by the Note Registrar if signed by an authorized officer of the Note Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Notes issued under this Resolution.

Section 5. Registration of Notes; Persons Treated as Owners. The County shall cause books (the "Note Register") for the registration and for the transfer of the Notes as provided in this Resolution to be kept at the designated corporate trust office of the Note Registrar, which is hereby constituted and appointed the registrar of the County.

Upon surrender for transfer of any Note at the designated corporate trust office of the Note Registrar duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Note Registrar duly executed by, the registered owner or his attorney duly authorized in writing, the County shall execute and the Note Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Note or Notes of the same maturity and interest rate of authorized denominations, for a like aggregate principal amount. Any fully registered Note or Notes may be exchanged at said office of the Note Registrar for a like aggregate principal amount of Note or Notes of the same maturity and interest rate of other authorized denominations. The execution by the County of any fully registered Note shall constitute full and due authorization of such Note and the Note Registrar shall thereby be authorized to authenticate, date and deliver such Note.

The Note Registrar shall not be required to transfer or exchange any Note during the period of fifteen (15) days next preceding any interest payment date on such Note, nor to transfer or exchange any Note after notice calling such Note for prepayment has been mailed nor during the period of fifteen (15) days next preceding mailing of a notice of prepayment of any Notes.

The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal or interest on any Note shall be made only to or upon the order of the registered owner thereof or his legal representative. 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.

No service charge shall be made for any transfer or exchange of Notes, but the County or the Note Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Notes, except in the case of the issuance of a Note or Notes for the unpaid portion of a Note surrendered for prepayment.

Section 6. Prepayment. The Notes maturing on October 1, 2022, shall be subject to prepayment at the option of the County as a whole, or in part in such order as the County may determine (less than all of the Notes of a single maturity to be selected by the Note Registrar as hereinafter provided), on October 1, 2021, and on any date thereafter, at

a prepayment price of 100% of the principal amount thereof being prepaid plus accrued interest to the date fixed for prepayment.

The Notes shall be prepaid only in the principal amount of \$5,000 each and integral multiples thereof. At least forty-five (45) days prior to the date fixed for prepayment (unless a shorter notice shall be satisfactory to the Note Registrar), the County shall notify the Note Registrar of such date fixed for prepayment and of the principal amount of the Notes to be prepaid. For purposes of any prepayment of less than all of the outstanding Notes of a single maturity, the particular Notes or portions of Notes to be prepaid shall be selected by the Note Registrar from the outstanding Notes of such maturity then outstanding by such method as the Note Registrar shall deem fair and appropriate, and which may provide for the selection of Notes or portions of Notes for prepayment in principal amounts of \$5,000 and integral multiples thereof.

The Note Registrar shall promptly notify the County in writing of the Notes or portions of Notes selected for prepayment and, in the case of any Note selected for partial prepayment, the principal amount thereof to be prepaid.

Section 7. Prepayment Procedure. Unless waived by any registered owner of the Notes (or portions thereof) to be prepaid, notice of the call for any such prepayment shall be given by the Note Registrar on behalf of the County by mailing the prepayment notice by registered or certified mail, postage prepaid, not less than thirty (30) days prior to the date fixed for prepayment to the registered owner of the Note or Notes to be so prepaid at the address shown on the Note Register or at such other address as is furnished in writing by such registered owner to the Note Registrar. Failure to give such notice by mailing to any owner of any Note, or any defect therein, shall not affect the validity of any proceedings for the prepayment of any other Notes.

All notices of prepayment shall state:

- (1) the date fixed for prepayment,
- (2) the prepayment price,
- (3) if less than all outstanding Notes are to be prepaid, the identification, including CUSIP numbers (and, in the case of partial prepayment, the respective principal amounts) of the Notes to be prepaid,
- (4) that on the date fixed for prepayment the prepayment price will become due and payable upon each such Note or portion thereof called for prepayment, and that interest thereon shall cease to accrue from and after said date, and
- (5) the place where such Notes are to be surrendered for payment of the prepayment price, which place of payment shall be the designated corporate trust office of the Note Registrar.

Prior to any date fixed for prepayment, the County shall deposit with the Note Registrar an amount of money sufficient to pay the prepayment price of all the Notes or portions of Notes which are to be prepaid on that date. With respect to an optional prepayment of the Notes, unless moneys sufficient to pay the principal of and interest on the Notes to be prepaid shall have been received by the Note Registrar prior to the giving of such notice of prepayment, such notice may, at the option of the County, state that said prepayment shall be conditional upon the receipt of such moneys by the Note Registrar on or prior to the date fixed for prepayment. If such moneys are not received, such notice shall be of no force and effect, the County shall not prepay the Notes or portion thereof and the Note Registrar shall give notice, in the same manner in which the notice of prepayment was given, that such moneys were not so received and that the Notes or portion thereof will not be prepaid.

Notice of prepayment having been given as aforesaid, the Notes or portions of Notes so to be prepaid shall, on the date fixed for prepayment, become due and payable at the prepayment price therein specified, and from and after such date (unless the County shall default in the payment of the prepayment price) such Notes or portions of Notes shall cease to bear interest. Upon surrender of such Notes for prepayment in accordance with said notice, such Notes shall be paid by the Note Registrar at the prepayment price. Installments of interest due on or prior to the date fixed for prepayment shall be payable as herein provided for the payment of interest. Upon surrender for any partial prepayment of

any Note, there shall be prepared for the registered owner a new Note or Notes of the same maturity in the amount of the unpaid principal. All Notes which have been prepaid shall be cancelled and destroyed by the Note Registrar, and shall not be reissued.

In addition to the prepayment notice required above, unless all of the Notes are owned by one (1) registered owner, further notice of prepayment (the "Additional Prepayment Notice") shall be given by the Note Registrar as set forth below, but no defect in the Additional Prepayment Notice nor any failure to give all or any portion of the Additional Prepayment Notice shall in any manner affect the effectiveness of a call for prepayment if notice thereof is given as prescribed above.

Each Additional Prepayment Notice given hereunder shall contain the information required above, plus (i) the date such notice required above has been or will be mailed; (ii) the date of issuance of the Notes being prepaid, as originally issued; (iii) the maturity date of each Note (or portion thereof) to be prepaid; and (iv) any other descriptive information needed to identify accurately the Notes being prepaid prior to maturity.

Each Additional Prepayment Notice shall be sent at least thirty (30) days before the date fixed for prepayment by legible facsimile transmission, registered or certified mail (postage prepaid) or overnight delivery service to The Depository Trust Company of New York, New York, and to at least two (2) national information services that disseminate notices of prepayment of obligations such as the Notes.

Section 8. Form of Notes. The Notes, the certificate of authentication to be endorsed thereon and the form of assignment are all to be in substantially the following forms with necessary and appropriate variations, omissions and insertions as permitted or required by this Resolution:

UNITED STATES OF AMERICA

STATE OF WISCONSIN

COUNTY OF LA CROSSE

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2013-A

No. R-			\$ _____
DATED DATE	MATURITY DATE	RATE OF INTEREST	CUSIP No.
October 1, 2013	October 1, _____	%	

Registered Owner:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS: That the County of La Crosse in the State of Wisconsin (the "County"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner hereinabove identified, or registered assigns as hereinafter provided, on the Maturity Date hereinabove identified, the Principal Amount hereinabove identified and to pay interest (computed on the basis of a 360-day year consisting of twelve 30-day months) on said Principal Amount from the Dated Date hereinabove identified or from the most recent interest payment date to which interest has been paid at the Rate of Interest per annum hereinabove identified, payable on the first days of April and October of each year, commencing on April 1, 2014, until said Principal Amount is paid, except as the provisions hereinafter set forth with respect to prepayment prior to maturity may be and become applicable to this Note.

The principal of this Note is payable in lawful money of the United States of America only at the designated corporate trust office of Wells Fargo Bank, National Association, as note registrar and paying agent, and its successors (the "Note Registrar"). Payment of each installment of interest shall be made to the Registered Owner hereof who shall appear on the registration books of the County maintained by the Note Registrar at the close of business on the fifteenth day of the calendar month next preceding the applicable interest

payment date, and shall be paid by check or draft of the Note Registrar mailed to such Registered Owner at his address as it appears on such registration books or at such other address as may be furnished in writing by such Registered Owner to the Note Registrar.

Reference is hereby made to the further provisions of this Note set forth on the reverse side hereof and such further provisions shall for all purposes have the same effect as if set forth on the front side of this Note.

It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist, happen and be performed precedent to and in the issuance of this Note have been done, have existed, have happened and have been performed in regular form and manner as required by the Constitution and the laws of the State of Wisconsin; that this Note, together with all other indebtedness of the County, does not exceed any limitation prescribed by law; and that the County has levied a direct annual irrepealable tax sufficient to pay the interest hereon when it falls due and also to pay and discharge the principal hereof at maturity.

The full faith, credit and resources of the County are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due and for the levy and collection of sufficient taxes for that purpose.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Note Registrar.

IN WITNESS WHEREOF the County of La Crosse, Wisconsin, by its County Board of Supervisors, has caused this Note to be executed with the duly authorized manual or facsimile signature of its Chairperson and with the duly authorized manual or facsimile signature of its County Clerk, and its official seal or a facsimile thereof to be impressed or reproduced hereon, as of the Dated Date hereinabove identified.

County Clerk

Chairperson

[SEAL]

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes described in the within mentioned Resolution and is one of the General Obligation Promissory Notes, Series 2013-A, of the County of La Crosse, Wisconsin.

Date of Authentication:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Note Registrar

By _____
Authorized Officer

This Note is one of an authorized issue of General Obligation Promissory Notes, Series 2013-A, aggregating the principal amount of \$5,245,000 (the "Notes"), issued for the public purpose consisting of the construction of highways and highway improvements, pursuant to and in all respects in compliance with Chapter 67 of the *Wisconsin Statutes*, as supplemented and amended, and a resolution adopted by the County Board of Supervisors of the County on September 19, 2013.

(118-13/14)

This Note is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the designated corporate trust office of the Note Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing resolution, and upon surrender and cancellation of this Note. Upon such transfer a new Note or Notes of authorized denominations of the same maturity and interest rate and for the same aggregate principal amount will be issued to the transferee in exchange for this Note.

The Notes are issued in fully registered form in denominations of \$5,000 each and integral multiples thereof. This Note may be exchanged at the designated corporate trust office of the Note Registrar for a like aggregate principal amount of Notes of the same maturity and interest rate of other authorized denominations, upon the terms set forth in the authorizing resolution.

The County and the Note Registrar may deem and treat the Registered Owner as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the County nor the Note Registrar shall be affected by any notice to the contrary.

Notes of the issue of which this Note is one maturing on October 1, 2022, are subject to prepayment at the option of the County as a whole, or in part in such order as the County may determine in integral multiples of \$5,000, less than all the Notes of a single maturity to be selected by the Note Registrar in such manner as it shall deem fair and appropriate on October 1, 2021, and on any date thereafter, at a prepayment price of 100% of the principal amount thereof being prepaid plus accrued interest to the date fixed for prepayment.

Notice of any intended prepayment shall be sent by registered or certified mail, postage prepaid, not less than thirty (30) days prior to the date fixed for prepayment to the registered owner of each Note to be prepaid (in whole or in part) at the address shown on the registration books of the County maintained by the Note Registrar or at such other address as is furnished in writing by such registered owner to the Note Registrar. Such notice of prepayment may be conditional as provided in the authorizing resolution. When so called for prepayment, this Note, or the portion hereof being so called for prepayment, will cease to bear interest on the specified prepayment date, provided funds for prepayment are on deposit at the place of payment on that date, and shall not be deemed to be outstanding.

* * * *

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM-	as tenants in common	UNIF GIFT/TRANS MIN ACT- _____Custodian _____ (Cust) (Minor)
TEN ENT-	as tenants by the entirety	under Uniform Gifts/Trans to Minors
JT TEN-	as joint tenants with right of survivorship and not as tenants in common	Act _____ (State)

Additional abbreviations may also be used though not listed above.

(ASSIGNMENT)

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

(119-13/14)

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint

attorney, to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the bond registrar, which requirements include membership or participation in STAMP or such other "signature guarantee program" as may be determined by the bond registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Section 9. Sale of Notes. The sale of the Notes to Raymond James & Associates, Inc. of Memphis, Tennessee, and associates, at a price of \$5,309,372.90 and accrued interest to the date of delivery thereof, is hereby confirmed, the same being the best bid submitted.

Section 10. Levy of Taxes. In order to provide for the collection of a direct annual tax sufficient to pay the interest on the Notes and to pay and discharge the principal thereof at maturity, there is hereby levied upon all taxable property in the County of La Crosse, Wisconsin, a direct annual tax in an amount sufficient for that purpose, and there is hereby levied upon all of said taxable property in the County the following direct annual tax in each of the years and amounts as follows:

YEAR OF LEVY	AMOUNT FOR INTEREST AND PRINCIPAL
2013	\$107,405.00
2014	647,405.00
2015	646,605.00
2016	645,605.00
2017	644,405.00
2018	643,005.00
2019	646,405.00
2020	644,505.00
2021	642,405.00
2022	644,490.00

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In each of said years 2013 to 2022, inclusive, the direct annual tax above levied shall be extended upon the tax rolls of the County and collected by the officers of the County in the same manner and at the same time as taxes for general County purposes for such years are extended and collected, and when so collected, the proceeds of said taxes shall be used solely for paying the principal of and interest on the Notes so long as any of the Notes remain outstanding.

Interest on or principal of the Notes falling due at any time when there shall be on hand insufficient funds from the proceeds of the above tax levy for the payment of such interest or principal shall be paid promptly when due from other funds of the County, which funds shall be reimbursed therefor out of the proceeds of the taxes above levied when such taxes shall have been collected.

Section 11. Debt Service Fund. There has been ordered to be established in the County Treasury a fund separate and distinct from all other funds of the County to be designated the "Debt Service Fund," which fund shall be used solely for the purpose of paying principal of, premium, if any, and interest on municipal obligations issued pursuant to Chapter 67, *Wisconsin Statutes*, as supplemented and amended. There is hereby created, and there shall be deposited in, an account known as the "Series 2013-A Promissory Note Account," to be held as a part of the Debt Service Fund, all money raised by taxation pursuant to Section 9 hereof, and such other sums as may be necessary to pay interest on the Notes when the same shall become due and to retire the Notes at their respective maturity dates.

Section 12. Use of Proceeds; Notes to Remain in Registered Form; Compliance with Federal Law; Execution of Tax Exemption Certificate and Agreement; Bank Qualification. The principal proceeds of the Notes shall be deposited in a special fund and used solely for the purposes for which the Notes are hereby authorized.

The County recognizes that the purchasers and owners of the Notes will have accepted them on, and paid therefor a price which reflects, the understanding that the interest thereon is excludible from Federal gross income of the owners thereof under laws in force at the time the Notes shall have been delivered. In this connection, the County agrees that it shall take no action which may render the interest on any of the Notes includible in Federal gross income of the owners of the Notes. The County agrees that, to the extent possible under state law, it will comply with whatever Federal law is adopted in the future which applies to the Notes and affects the tax-exempt status of the interest on the Notes.

The Chairperson, the County Clerk, the County Treasurer and the Finance Director of the County, or any of them, are hereby authorized to execute on behalf of the County a Tax Exemption Certificate and Agreement (the "*Tax Exemption Certificate*") to assure the purchasers and owners of the Notes that the proceeds of the Notes are not expected to be used in a manner which would or might result in the Notes being "reimbursement bonds" in contravention of Section 1.103-18 of the United States Treasury Department Regulations (the "*Regulations*") or "arbitrage bonds" under Section 148 of the Code, or the Regulations currently in effect or proposed. Such Tax Exemption Certificate shall constitute a representation, certification and agreement of the County, and shall be incorporated herein by reference, and no investment of Note proceeds or of moneys accumulated to pay the Notes herein authorized shall be made in violation of the expectations prescribed by said Tax Exemption Certificate. Such Tax Exemption Certificate shall constitute an agreement of the County to follow certain covenants which may require the County to take certain actions (including the payment of certain amounts to the United States Treasury) or which may prohibit certain actions (including the establishment of certain funds) under certain conditions as specified in such Tax Exemption Certificate.

The County further recognizes that Section 149(a) of the Code requires the Notes to be issued and to remain in fully registered form in order that the interest thereon is excludible from Federal gross income of the owners thereof under laws in force at the time the Notes are delivered. In this connection, the County agrees that it will not take any action to permit the Notes to be issued in, or converted into, bearer or coupon form.

The County hereby designates the Bonds as "qualified tax-exempt obligations" under Section 265(b)(3) of the Code.

Section 13. Duties of Note Registrar. If requested by the Note Registrar, the Chairperson of the County is authorized to execute and the County Clerk of the County is authorized to attest the Note Registrar's standard form of agreement between the County and the Note Registrar with respect to the obligations and duties of the Note Registrar hereunder which may include the following:

- (a) to act as note registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to give notice of the prepayment of Notes as provided herein;
- (c) to cancel and destroy Notes which have been paid at maturity or upon earlier prepayment or submitted for exchange or transfer;
- (d) to furnish the County at least annually a certificate of destruction with respect to Notes cancelled and destroyed; and
- (e) to furnish the County at least annually an audit confirmation of Notes paid, Notes outstanding and payments made with respect to interest on the Notes.

The County Clerk of the County is hereby directed to file a certified copy of this Resolution with the Note Registrar.

The County covenants that it shall at all times retain a Note Registrar with respect to the Notes, that it will maintain at the designated corporate trust office of such Note Registrar a place or places where Notes may be presented for payment or registration of transfer or exchange, and that it shall require that the Note Registrar properly maintain the Note Register and perform the other duties and obligations imposed upon it by this Resolution in a manner consistent with the standards, customs and practices of the municipal securities industry.

The Note Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing the certificate of authentication on any Note, and by such execution the Note Registrar, shall be deemed to have certified to the County that it has all requisite power to accept and has accepted such duties and obligations. The Note Registrar is the agent of the County, and shall not be liable in connection with the performance of its duties, except for its own negligence or willful wrongdoing. The Note Registrar shall, however, be responsible for any representation in its certificate of authentication on the Notes.

The County may remove the Note Registrar at any time. In case at any time the Note Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudged as bankrupt or insolvent, or if a receiver, liquidator or conservator of the Note Registrar, or of the property thereof, shall be appointed, or if any public office shall take charge or control of the Note Registrar, or of the property or affairs thereof, the County covenants and agrees that it will thereupon appoint a successor Note Registrar. The County shall mail notice of any such appointment made by it to each registered owner of any Note within twenty (20) days after such appointment. Any Note Registrar appointed under the provisions of this Section 13 shall be a County officer or a bank, trust company or national banking association.

The County and/or the Note Registrar may enter into an agreement with a securities depository registered under Section 17A of the Securities Exchange Act of 1934, as amended (the "*Securities Depository*"), including without limitation The Depository Trust Company, which is the record owner of the Notes, to establish procedures with respect to the Notes owned by such Securities Depository. Such agreement may impose additional requirements on the Note Registrar with respect to the Notes.

Section 14. Continuing Disclosure Undertaking. The Chairperson, the County Clerk, the County Treasurer and the Finance Director of the County, or any of them, are hereby authorized to execute and deliver on behalf of the County a continuing disclosure undertaking with respect to the Notes (the "*Continuing Disclosure Undertaking*"). When the Continuing Disclosure Undertaking shall be executed and delivered on behalf of the County as contemplated herein, it shall be binding on the County, and all officers, employees and agents of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the terms and provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Resolution to the contrary, the sole remedy for the failure to

comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owners of the Notes to seek mandamus or specific performance.

Section 15. Other Documents. The Chairperson, the County Clerk, the County Treasurer, the Finance Director and all other officers of the County are hereby authorized to execute all documents and certificates necessary in connection with the authorization and delivery of the Notes, including without limitation an official statement describing the Notes and the County.

Section 16. Severability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability or such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 17. Ordinances, Resolutions Superseded. All ordinances and resolutions in conflict herewith are hereby superseded to the extent of such conflict, and this Resolution shall take effect from and after its passage.

FISCAL NOTE: Debt Service funding will be provided for in the 2014 County Budget.

EXECUTIVE COMMITTEE

Motion by S. Hampson/T. Wehrs to approve. Discussion ensued. Joe Murray from Springsted explained the bids and bonding process. Finance Director Gary Ingvalson and Highway Commissioner Ron Chamberlain responded to questions from the Board. The motion to approve passed on a unanimous voice vote with 26 ayes, 3 excused - S. Doyle, R. Ebert and C. Spiker.

RECONSIDERATION OF RESOLUTION #36-8/13 RE: ADOPTION OF HIGH DEDUCTIBLE HEALTH PLAN DESIGN AND ADOPTION OF RATES FOR 2014 FOR HEALTH AND DENTAL PLANS FOR EMPLOYEES CONTRIBUTING TO THE WISCONSIN RETIREMENT SYSTEM AND RETIREES

WHEREAS, it is necessary to establish the premium for County health and dental insurance for those eligible non-union and union employees, contributing the employee share to the Wisconsin Retirement System (WRS), and to prepare the health benefit plan design for compliance with the Affordable Health Care Act implementation in coming years; and, **WHEREAS**, it is necessary to confirm TPAs for the County health and dental plans and to establish the County's portion of contribution to health and dental rates for those eligible non-union and union employees contributing to the WRS, and to fund the health and dental benefit plan at appropriate levels considering the recommendations of insurance advisors; and, **WHEREAS**, Mayo Medical Systems Inc. (MMSI), Gundersen Health Plan and Delta Dental qualify as sole source TPA vendors pursuant to s. 4.11(7) (g) of the Code due to their ability to deliver a unique service, their technical expertise and qualifications, their ability to deliver services at a particular time, and their ability to fulfill the needs of La Crosse County as Third Party Administrators for the La Crosse County health and dental insurance plans; and, **WHEREAS**, the County is authorized under law, past practice and precedent and the requirements of good fiscal management to establish plan design for cost efficient health programs for county employees, and the health benefit is a major cost item in the County budget. **NOW THEREFORE BE IT RESOLVED**, that effective 1/1/2014 the active contributory employee High Deductible Health Plan is established with in-network coverage at a deductible of \$1,000 for single and \$2,000 for family; with a maximum out of pocket expense of \$1,500 single and \$3,000 family; and with structure for 2014 funding levels as recommended by TPA insurance actuaries and the County's insurance advisors. **BE IT FURTHER RESOLVED**, that a Health Reimbursement Account (HRA) program is established effective 1/1/2014; and a wellness benefit is provided for employees enrolled in the County health insurance and participating in the 2013 Health Risk Appraisal, in consultation with the County's Health insurance advisors as a consideration in the 2014 rates. **BE IT FURTHER RESOLVED**, that in 2014 for those employees contributing the employee share to the WRS, enrolled in health insurance, the County shall deposit quarterly to their HRA, 25% of an annual amount of \$500 for a single or 25% of an annual amount of \$1000 for a family plan and if the employee participates in the Healics Health Appraisal (HA) (in 2013 for 2014 deposit) they shall receive a deposit of an additional \$250 to the HRA,

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deposited in January. **BE IT FURTHER RESOLVED**, that effective 1/1/2014 Health and Dental insurance shall only be offered to those employees working 30 or more hours per week, with premium to be prorated; provided that existing staff below that amount shall be grandfathered in until 12/31/2014. **BE IT FURTHER RESOLVED**, that the La Crosse County Board does hereby approve the contract with MMSI for Third Party Administration of the County's Franciscan Skemp PPO; and with Gundersen Health Plan for Third Party Administration of the County's Gundersen PPO; and with Delta Dental for the dental plan, for the calendar year 2014. **BE IT FURTHER RESOLVED**, that the La Crosse County Board does hereby adopt 2014 funding levels after consideration of recommendations by TPA insurance actuaries and insurance advisors, for those employees contributing the employee share to the WRS, which insurance rates are provided in the County Administrator's budget as follows:

<u>G PPO PLAN</u>		<u>F/S PPO PLAN</u>		<u>DENTAL</u>	
Single	Family	Single	Family	Single	Family
\$719.00	\$1761.00	\$719.00	\$1761.00	\$33.00	\$92.00

BE IT FURTHER RESOLVED, that the La Crosse County Board does hereby adopt the following rates as the County's share of the above funding levels, for all eligible employees contributing to the employee share of WRS, for employees effective with the December premium for January 1, 2014 coverage, with eligible part time employees contribution to be prorated.

<u>G PPO PLAN</u>		<u>F/S PPO PLAN</u>		<u>DENTAL</u>	
Single	Family	Single	Family	Single	Family
\$647.10	\$1584.90	\$647.10	\$1584.90	\$25.75	\$70.87

BE IT FURTHER RESOLVED, the employees share shall be 10% of the total health premium and the dental rate effective with the December premium for January 1, 2014 coverage as provided, with eligible part time employees contribution to be prorated:

<u>G/L PPO PLAN</u>		<u>F/S PPO PLAN</u>		<u>DENTAL</u>	
Single	Family	Single	Family	Single	Family
\$71.90	\$176.10	\$71.90	\$176.10	\$7.25	\$21.13

BE IT FURTHER RESOLVED, that effective 1/1/2014 the retiree health plan, which is fully funded by retirees, and is a High Deductible Health Plan for all new retirees, shall have a premium of \$644.00 for single and \$1572.00 for family. **BE IT FURTHER RESOLVED**, that the County Administrator, the County Clerk and the County Personnel Director are hereby authorized to sign any and all necessary documents for effectuating the above plans for 2014 on behalf of La Crosse County. **FISCAL NOTE:** The impact of establishment of a high deductible health insurance plan results in a reduction of premium cost which will offset rising costs allowing for a premium freeze which is a part of the County Administrator's 2014 budget.

EXECUTIVE COMMITTEE

Motion by S. Hampson/A. Richmond to reconsider passed on a unanimous voice vote with 26 ayes, 3 excused - S. Doyle, R. Ebert and C. Spiker. Motion by S. Hampson/M. Kruse to amend by changing the 2nd Be It Further Resolved by adding "25% of an annual amount" before \$500 and \$1000 passed on a unanimous voice vote with 26 ayes, 3 excused - S. Doyle, R. Ebert and C. Spiker. The amended resolution passed on a unanimous voice vote with 26 ayes, 3 excused - S. Doyle, R. Ebert and C. Spiker.

SECOND CONSIDERATION OF ORDINANCE NO. 118-9/13 TO REPEAL AND RECREATE CHAPTER 3 ENTITLED "PERSONNEL ADMINISTRATIVE CODE" OF THE GENERAL CODE OF LA CROSSE COUNTY,

(124-13/14)

The County Board of Supervisors of the County of La Crosse does ordain as follows:

Section 1. Chapter 3 entitled "Personnel Administrative Code" is repealed and recreated to read:

3.01 PURPOSE. This chapter is established to provide consistent and fair administration of County personnel policy and procedures, and to ensure equal opportunity under the law. To that effect:

(1) County Personnel Ordinance. This chapter codifies fixed benefits and contains rules for the process and procedure in other employee matters. Basics include hiring, holidays, vacation, sick leave, retirement, grievance process and other terms and conditions not subject to frequent change.

(2) Annual Resolutions. Terms and conditions of employment, which are advisable to consider annually, shall be brought through committee to the County Board for annual consideration at times directed by the County Administrator, or requested by the County Board. Appropriate subjects include, without limitation:

- (a) Changes to the pay plan for employees
- (b) Changes to the County Employee Handbook, unless the change is adopted by separate resolution under this subsection
- (c) Changes to Health, Dental or Life and Disability Insurance benefits
- (d) Changes to any other benefits provided to all employees
- (e) Changes to pay of specific employee groups
- (f) Other matters as necessary or advisable
- (g) Union contracts, if any

(3) Employee Policies and Procedures. The County Personnel Department shall coordinate and draft employee policies and procedures as they apply to personnel of the county. Policies may be drafted, modified or cancelled by the Personnel Director as needed or as directed, subject to review and approval by the County Administrator prior to release or revision. Policies shall be in accord with County ordinance and annual resolutions, and may be released to carry out the intent of County Board action. Policy and procedure shall be communicated to the Executive committee when released.

(4) Departmental Employee Work Rules. Departmental work rules and procedures shall be subject to review and approval by the County Personnel Director prior to release or revision. Work rules and procedures shall be in accord with County ordinance, annual resolutions, and County policies. Examples of Departmental work rules include uniform policy, scheduling, holiday or vacation or shift sign up and safety requirements.

3.02 APPLICABILITY. This chapter shall apply to all County positions and employees receiving remuneration from the County, except employees covered by an individual employment agreement; employees covered by a labor agreement to the extent the labor agreement provides differently; where State or Federal Law has precedence; or where no existing agreement or law provides differently.

3.03 EMPLOYEE RECRUITMENT AND HIRING.

(1) POSITION VACANCIES.

(a) Filling Existing Vacancy in Budgeted Positions. The County Administrator may approve filling of vacancies in budgeted positions upon the recommendation of the Personnel Director. No Committee or County Board approval is required.

(b) Filling New Position Vacancy in Existing Job Classification and Title.

1. The Personnel Director and County Administrator may recommend hiring additional staff where there is an existing County job classification and title, if the position is:

- a. Fully funded by outside sources, and
- b. Sunsets at the end of funding.

2. Executive Committee approval is required.

3. County Board approval is required pursuant to s.

2.02(11)(a)3 of this Code if the position is not fully funded by outside sources.

(c) Filling New Position Vacancy in New Job Classification and Title.

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1. The County Administrator and Personnel Director may recommend approval.

2. Executive Committee and County Board approval is required for the hiring of additional staff for new positions pursuant to s. 2.02(11)(a)3.

(d) Temporary Services – Replacement for Absent Staff.

1. The Department Head shall provide the Personnel Director with written justification for the need to replace absent staff with temporary services.

2. The Personnel Director may approve the use of temporary staff if justified by the Department Head.

3. After approval, the Personnel Department will assist departments in securing temporary services.

(2) RECRUITMENT.

(a) Notice of Vacant Position. When recruitment is necessary, means shall be used which provide public notification, such as newspaper advertisement, State Job Service listing, job web sites or such other means calculated to reach qualified applicants. All public notices shall indicate the job title, necessary qualifications, closing date for applying, notification of equal employment opportunity and may include other appropriate information, including residency, if required.

(b) Residency Requirements for Applicants. There shall be no residency requirements except where required by state statute such as for Deputy Sheriffs and other sworn law enforcement officers. Employees must, however, be available in reasonable amounts of time for call in or call back, in jobs which require such for public safety or client care and protection.

(c) Qualifications. Qualifications sought for any particular classification shall be established by the hiring authority and the Personnel Director prior to initiating recruitment. The guidelines for such qualifications shall be established by the creation of a formal job description. All applicants for employment shall fill out completely a County application form in order to be considered.

(d) Reasonable Accommodation. La Crosse County will make reasonable efforts to accommodate and assist all persons wishing to participate in the recruitment process. Those persons needing accommodation and assistance should contact the Personnel Department.

(3) REFERRAL OF APPLICANTS. Applications of those interested in a position shall be reviewed for qualifications, education and experience required for the position, and ranked accordingly. Skill testing, if required, shall be fair and impartial, open and accessible to all qualified applicants. The Personnel Director shall determine what examinations are necessary and appropriate to test for skills, knowledge and qualifications utilizing whatever resources are deemed appropriate. All applicants shall be entitled to know the results of their examination. A list of qualified applicants shall be referred to the hiring authority.

(4) EMPLOYEE PHYSICAL EXAMINATION.

(a) Required Pre-employment. Applicants may be required to submit to physical agility testing which is directly related to the essential functions of the position applied for and applicants may be required to submit to drug testing.

(b) Required Post-employment. All employees shall complete a physical screening after hire in accordance with the procedures established by the Personnel Director. For specified positions designated in advance, the County may require physical examination and testing, after a conditional offer of employment, where the essential job functions require physical conditioning, effort or ability. Physical examination and testing shall be at County expense after which a determination shall be made as to fitness for duty. All such physical screenings shall be completed within 30 days of employment.

(c) Medical Information. Every employee, after offer of employment, shall release such medical information as is necessary to complete the physical screening, physical examination or testing. All medical information shall be subject to the laws on confidentiality and shall not be used to discriminate against an employee in regard to any terms and conditions of employment.

3.04 STANDARDS OF CONDUCT.

(1) County employees are paid with public funds and employees are expected to adhere to public expectations of appropriate conduct. Generally, county employees are expected to follow these standards of conduct:

- (a) Honesty – truthful and trustworthy in all dealings
- (b) Dedication – to a day's work worthy of a day's pay
- (c) Proper Use of Position – for public good and not personal gain
- (d) Respect – for supervision and directives
- (e) Neutrality – serving all the public with equal access
- (f) Customer Service – with respect and fairness for all
- (g) Ethical Behavior – avoiding even the appearance of illegal

behavior or conflict of interest

- (h) Use of County Property – carefully and appropriately

(2) Violations of standards of conduct will subject an employee to personal responsibility and disciplinary action, up to and including discharge from employment. Breaches of the following standards of conduct are examples of the most severe violations for public employees and may subject the employee to immediate termination (these are guidelines and not an all-inclusive list):

- (a) Theft or willful misuse or destruction of County or public property
- (b) Fraudulent claims for hours worked or reimbursement of expenses
- (c) Illegal or improper conduct degrading the image of a public employee
- (d) Use of illegal drugs or uncontrolled addiction to alcohol or drugs
- (e) Chronic absenteeism or tardiness
- (f) Sleeping, Gambling or working for another employer while on duty
- (g) Violation of rules against prohibited discrimination, or sexual harassment
- (h) Misuse of position, department or business knowledge for personal gain
- (i) Intentional breach of privacy, or release of confidential client information
- (j) Gross insubordination or disregard of authority

(3) Prohibition on Open or Concealed Carry of Weapons or Firearms by Employees.

(a) County employees are prohibited from the open carry or concealed carry, on their person, or in County vehicles, of weapons or firearms while performing duties for La Crosse County.

(b) This prohibition does not apply to the following:
(i) An authorized law enforcement officer acting in the discharge of official duties.

(ii) An employee who carries a weapon in the employee's own motor vehicle, which motor vehicle is used in the course of employment or driven or parked on property used by the County.

3.05 PROBATION.

(1) REQUIRED PERIOD. Employees, whether full or part time shall serve a probationary period of 12 calendar months of active employment. All probationary employees shall have 1 or more performance reviews prior to passing probation in accordance with Personnel Department procedures. A probationary employee may be dismissed without cause during the probationary period.

(2) EXTENSIONS. A probationary period may be extended for a period not to exceed 90 calendar days, subject to the approval of the Personnel Director, following a review of the request to determine appropriate justification.

(3) BENEFITS DURING PROBATION.

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(a) Probationary employees shall not be entitled to vacation or sick leave benefits for the initial 6 months of employment. Upon completion of 6 months of employment, employees may use vacation and sick leave accumulated. Vacation and sick leave of probationary employees shall begin to accumulate from the date of employment. Current County employees who are on probation in a promotional position shall keep their sick leave and vacation balances and may use benefits during their probation, but probation may be extended if use of vacation or sick leave prevents sufficient probationary evaluation.

(b) Participation in the Wisconsin Retirement System shall be in accordance with the applicable state statutes.

(c) Group hospitalization, medical, major medical, dental, life, weekly income and disability insurance shall be available to a probationary employee prior to the completion of probation, provided the employee meets all requirements outlined in the policy agreement.

(d) Probationary employees shall be entitled to paid holidays, provided they meet the eligibility requirements in qualifying for holiday pay.

3.06 DEFINITIONS. In the interpretation and application of this chapter the following definitions shall apply:

(1) REGULAR FULL-TIME EMPLOYEE. An employee who works 37-1/2 hours or 40 hours or more per week, or 1,950 hours or 2080 hours or more per year.

(2) REGULAR PART-TIME EMPLOYEE. An employee who works half time or more but less than full time and who works longer than a temporary employee. Regular part-time employees shall work at least 18.75 hours per week, or 975 hours per year. Only employees working more than 18.75 hours/week shall be entitled to benefits.

(3) LIMITED TERM EMPLOYEE. An employee hired full or part time for an experimental or limited funding position or for a special project where the need for regular employee or the existence of on-going funding has not been determined, usually not exceeding 2 calendar years. Time worked as a limited term employee may be credited toward the probationary period if such employee is hired as a regular employee.

(4) TEMPORARY EMPLOYEE. An employee hired to fill in during the absence of a regular employee for a short period of time, usually not exceeding 6 calendar months. Time worked as a temporary employee shall not be credited toward the probationary period if such employee is hired as a regular employee.

(5) SEASONAL EMPLOYEE. An employee hired for a seasonal period of time whose employment terminates at the end of a given season and usually does not exceed 6 months.

(6) ON-CALL OR IRREGULAR PART-TIME EMPLOYEE. An employee who is on-call is called only when needed and available, such as Jury Commissioners, bailiffs, or part-time employees who work less than 18.75 hours per week or 975 hours per year.

3.07 EMPLOYEE BENEFITS.

(1) HOLIDAYS.

(a) The following shall be the standard 10 paid holidays for all eligible full-time and regular part-time employees, except such different holidays as approved in County policy:

1. New Year's Day - January 1
2. Martin Luther King Day - the 3rd Monday in January
3. Spring Holiday
4. Memorial Day - the last Monday in May
5. Independence Day - July 4
6. Labor Day - the 1st Monday in September
7. Thanksgiving Day - the 4th Thursday in November
8. Day after Thanksgiving
9. Christmas Eve Day - December 24
10. Christmas Day - December 25.

(b) Holidays Falling on Weekends. Holidays falling on Saturday should be observed on the preceding Friday. Holidays falling on Sunday should be observed on the following Monday. Provided, however, that when Christmas Day falls on a Saturday

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the following Monday should be observed as the holiday and when Christmas Eve falls on a Sunday the preceding Friday shall be observed as the holiday.

(c) Worked Holidays. If an employee works on a day when that employee's worksite is closed because of a specified holiday, the employee shall be compensated according to the provisions for Compensatory Time in this Code.

(d) Qualifying. To qualify for paid holidays, the employee must have worked the last scheduled workday preceding the holiday and the next scheduled workday following the holiday unless excused by paid sick leave, paid vacation, paid funeral leave or other approved paid absences.

(e) Regular Part-time Employees. Regular part-time employees shall be entitled to Holidays which shall be prorated by the number of regularly scheduled hours of work. A regular part-time employee is defined as one who works half time hours or more.

(f) Exceptions. Irregular part time, on call, temporary and seasonal employees shall not be entitled to paid holidays, but shall be granted time off without pay on the dates of the holidays observed by their worksite.

(2) VACATIONS.

(a) Regular Full-time Employees. Eligible regular full-time employees who have been continuously employed by the County for the following periods shall be granted a vacation (leave from scheduled work) with pay which shall be earned as follows:

Employment during:	through year:	Vacation earning level
Year 1	4	10 days
Year 5	11	15 days
Year 12	19	20 days
Year 20	or more	25 days

1. The definition of a "day" for purposes of this section shall be 7.5 hours for those normally scheduled for 1950 hours per year; and 8.0 hours for those normally scheduled 2080 hours per year; and prorated for those working less than full time. Vacation is earned at the rate of 1/26th of the employee's annual earning level per pay period. An employee cannot earn more in a year than the vacation earning level provides for.

2. Employees may accumulate up to a maximum balance of earned vacation not to exceed an amount equal to earned vacation for the current year, plus earned vacation for the preceding year. No vacation will accumulate in excess of this amount. (Example: an employee earning 10 days of vacation will have a maximum cap of 20 days) There will be no earning of vacation beyond the cap, and no drawing ahead on unearned vacation.

3. Any employee who has a balance of unused vacation at time of termination shall be paid for said vacation upon termination.

(b) Regular Part-time Employees. Regular part-time employees shall be entitled to vacation with pay which shall be prorated by the number of regularly scheduled hours of work. The maximum accumulation cap shall also be prorated for regular part-time employees. A regular part-time employee is defined as one who works half time hours or more.

(c) Other Employees. Irregular part-time, on call, temporary and seasonal employees shall not be entitled to vacation with pay.

(d) Scheduling. Except in emergencies, all vacation shall be requested in advance by employees to the Department Head or designee. The Department Head shall consider the effect on work load, customer service and consider other staff already off before approval or denial. When more than 1 employee requests the same time off, seniority and order of request shall be considered.

(e) Use as Sick Leave or Other Leave. Any employee or officer who has used accumulated sick leave but is entitled to vacation leave as herein provided may, upon request and with the approval of his Department Head, use vacation leave for

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sick leave. Any time absent from duty by an employee or officer during the work year, except for sick leave, or disciplinary suspension, may be deducted from such vacation leave with approval of the Department Head.

(f) Sick Leave or Holiday During Vacation. Sick leave shall not be claimed for an illness occurring during an employee's vacation time. Holidays falling during an employee's vacation time shall not be charged against the employee's vacation credits.

(3) SICK LEAVE.

(a) Regular Full-time Employees. Eligible regular full-time employees of the County shall earn sick leave pay protection of approximately 1 work day per full month of employment, earned at the rate of 1/26th bi-weekly of the employee's annual benefit, to a maximum accumulation as approved by the County Board. Employees earn sick leave from the date of hire but are eligible to use this benefit only after they have completed 6 months of employment. The definition of a "day" for purposes of this section shall be 7.5 hours for those normally scheduled for 1950 hours per year; and 8.0 hours for those normally scheduled 2080 hours per year.

(b) Regular Part-time Employees. Regular part-time employees of the County working half-time or more shall be entitled to a pro rata accumulated sick leave based on the number of regular hours worked per month, earned at the rate of approximately 1/26th of the employee's annual benefit bi-weekly. Employees earn sick leave from the date of hire but are eligible to use this sick leave pay protection benefit only after they have completed 6 months of employment. The maximum accumulation cap shall also be prorated for regular part-time employees.

(c) Other Employees. Irregular part-time, on call, temporary and seasonal employees shall not be entitled to sick leave pay protection.

(d) Additional Sick Leave. When an employee has used all accumulated sick leave balance, the employee may request additional sick leave. Additional sick leave may be granted by the County Administrator on recommendation of the Personnel Director to an employee who has 10 years or more of continuous employment with the County and who meets the criteria set forth in County policy.

(e) Use of Sick Leave. This benefit requires the employee to have a personal illness or injury, or to attend to appointments for preventative or treatment purposes as provided in County policy. Sick leave is not allowed to give the employee time off of work for reasons not related to illness or injury. Excessive use or patterns of sick leave abuse may lead to discipline.

(f) Illness of Family Member. Accumulated sick leave of up to 3 consecutive days may be used by an employee for necessary care of a resident of the employee's household or immediate family incapacitated due to illness or injury as set forth in County policy.

(g) Termination and Retirement Health Insurance Continuation. Those employees who retire under the Wisconsin Retirement System, either normal or disability retirement, will be credited at terminating base pay rate with 85% of a maximum of 150 days accumulated to the date of retirement, to be deposited for the payment of the monthly group health insurance contribution, or medical expenses after retirement. Program requirements shall be set forth in County policy as approved by the County Board. In no event shall cash out to the employee be available. Upon termination of employment for any reason other than provided in this section, all accumulated sick leave shall be forfeited.

(4) GROUP INSURANCE.

(a) All eligible County employees shall be offered optional participation in the Health, Dental, and Life insurance programs selected by the county and amended from time to time. Health insurance coverage shall be offered as required by law. If the employee chooses to participate in health or other plans, the employee designate their option for coverage under the County's group plans then in effect within 30 days of initial employment.

(b) Enrollment in the group insurance programs shall be through the County Personnel Office. The applicable eligibility rules as may be amended by the group insurance carrier or plan administrator shall prevail and shall be published in an

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employee handbook. Employee contributions to group insurance shall be as set by the County Board from time to time.

(5) FUNERAL AND BEREAVEMENT LEAVE.

(a) Death of Family Member. If a death occurs among a member of the employee's immediate family, the employee will be excused from work to attend the funeral or memorial service, and make other necessary arrangements without loss of pay for up to 3 working days. Such absence shall be granted for (1) the day of the funeral or memorial service and (2) the 1 or 2 days immediately prior to or subsequent to the day of the funeral or memorial services, provided such days are workdays. Immediate family for purposes of this section includes the following family members:

Employee:	Spouse of Employee:
Spouse	
Children	Children
(including adopted & step children of a current marriage)	
Parents	Parents
Brother or Sister	Brother or Sister
Grandparents	Grandparents
Grandchildren	Grandchildren
Spouse of Child	Spouse of Child

And other members of the immediate household for which the employee has the responsibility of funeral or memorial service arrangements. For purposes of this section, spouse includes domestic partner, if registered in advance with the County.

One day of funeral leave with pay will be granted to attend the funeral or memorial service of the following relations:

Employee:	Spouse of Employee:
Spouse of Brother or Sister	Spouse of Brother or Sister
Aunt or Uncle	Aunt or Uncle

Paid bereavement leave is not granted if the funeral is held while the employee is on paid leave or excused absence from work.

(b) Pall Bearer Leave. Any employee may take up to 1 day without loss of pay from regular work hours when serving as a pallbearer or military honor guard to a maximum of 2 days per year.

(6) REST PERIODS. All employees subject to this code shall be granted appropriate rest periods in the first and second half of a full shift. Such rest periods shall be paid time during which the employee is subject to call back to work. Employees working hours over a customary meal period should be granted time for an unpaid meal period. Specific policy and procedure shall be described in the Employee Handbook and policy.

(7) UNEMPLOYMENT COMPENSATION.

(a) The County shall provide unemployment compensation protection as required by State law for those employees who qualify.

(b) All claims and notices of filing for unemployment compensation by an employee of the County shall be processed through the County Personnel Office.

(8) WORKERS COMPENSATION.

(a) County employees shall be protected by workers compensation coverage as required by State law.

(b) Claims, reports of injuries and litigation of workers compensation claims shall be processed through the County Personnel Office.

(c) All injuries shall be reported in accordance with the established procedure within 24 hours after occurrence to the County Personnel Office. The Department Head or supervisor shall investigate each accident and take the necessary corrective actions to prevent recurrence whenever possible.

(9) LEAVES OF ABSENCE.

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(a) Generally. Any employee, who has more than 12 months of service, may request a general unpaid Leave of Absence not to exceed 1 year. Requests shall be made to the Department Head or supervisor, and if acceptable to the department, sent to the Personnel Director for final approval. Approval or denial will depend on the reasons for the request; the impact on the department; and the likelihood of the employee's return. Leaves of absence shall not be granted for the purpose of obtaining employment elsewhere. No leave of absence shall be granted to an employee who has been employed for less than 1 year, except on the grounds of serious health condition.

(b) Military Leave.

1. Any employee who is called into the military service of the United States; or who in time of declared National Emergency voluntarily enlists in such service, shall be granted an unpaid leave of absence for the duration of such military service, and such additional time not exceeding 90 days as may be necessary to enable such employee to resume duties with the County.

2. During unpaid Military leave of absence, seniority shall continue to accumulate as if continuously employed by the County; and although the level of earning shall follow seniority, no benefits, such as vacation, sick leave, or holidays shall accumulate while the employee is in unpaid status during such leave of absence. A probationary employee granted a leave of absence for military or National Guard service, shall have probation suspended and upon return from leave such employee will continue to serve the remaining months of the probationary period to qualify for status with seniority.

3. Any employee who is a duly enrolled member of the National Guard or any other organized reserve unit of the armed forces of the United States is entitled to leave of absence, without loss of service to the County, to attend scheduled military training, but not to exceed 15 work days, in a calendar year. Such employee shall suffer no reduction in pay from the County for the time spent in such attendance. Following service, if the employee provides documentation of all salary received for such military training, then the County shall make up the difference between the military pay and the employee's regular salary, considering the total salary for the period as a whole. The leave granted by this subdivision is in addition to any other leave provided for and shall be counted as time qualifying for seniority, benefits and pay advancement.

(c) Absence for Jury Duty.

1. All regular employees shall be paid their regular wages during the period of their jury service provided the employee shall immediately upon receipt submit a photocopy of the jury duty notice to their supervisor or department head.

2. The employee shall not be eligible for jury duty pay for any day when the employee was not otherwise scheduled to be at work.

3. An employee called for jury duty is required to report to work prior to and following jury duty to complete the regular work shift, except when excused by the employee's supervisor because the time at work would be de minimis. Upon advance notification that a second or third shift employee has been summoned to report for jury duty, the county will adjust the employee's work schedule so that the employee is not required to work on the day(s) that the employee reports for jury duty. For a third shift employee, the adjustment shall include the shift immediately before the employee reports for jury duty. Upon conclusion of employee's service as a juror, the employee shall report to work for the balance of their shift.

(d) Absence for Witness Service.

1. Except as provided in (b), all regular employees shall be made whole for their regular wages when subpoenaed to testify in an action or proceeding resulting from a crime against the county or as a result of the employee's involvement in a matter arising out of his or her performance of official job duties. The employee shall be paid their regular wages during the period of their witness service. The employee shall immediately upon receipt submit a photocopy of the witness subpoena to their supervisor or department head.

2. Witness service pay shall not apply when an employee is subpoenaed as a witness for a matter not related to and not arising from the performance of official county job duties.

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3. The employee shall not be eligible for witness service supplemental pay for any day when the employee was not otherwise scheduled to be at work.

4. An employee called for witness service is required to report to work prior to and following witness service to complete the regular work shift, except when excused by the employee's supervisor because the time at work would be de minimis.

(e) Family and Medical Leave. Upon prior written request, regular employees who meet the requirements of the law, shall be granted family leave in accordance with the Wisconsin or Federal Family Leave Act and the regulations pertaining to it which are expressly adopted by this Code. All qualifying leave granted to County employees shall be designated as leave provided under the Wisconsin and Federal Family Leave Acts.

(f) Unauthorized Leaves. Any employee who is absent from duty without authorized leave or fails to report after a leave of absence has expired or been disapproved, or cancelled shall be subject to disciplinary action. An employee absent from duty without authorization and without contact to the employee's supervisor or Department Head for 3 consecutive work days may be deemed to have voluntarily terminated.

(g) Expiration of Leaves. Upon the expiration of a leave of absence, an employee shall be reinstated in the employee's former position if mentally and physically fit to perform the essential duties of the position. The County, through its authorized representative, may require a fitness for duty examination of such employee to verify ability to perform such essential duties.

(h) There shall be no accumulation of sick leave or vacation during unpaid leaves of absence.

(10) EMPLOYEE ASSISTANCE PROGRAM. An Employee Assistance Program shall be available to assist employees in finding guidance and counseling for employee's personal problems affecting work performance. An outside referral agency, or agencies, shall be used for initial contacts and to maintain confidentiality. Initial contacts with the referral agency shall be at no cost to the employee. Financial charges resulting from any further counseling or referrals may be submitted to the employee's health insurance for coverage to the extent available under policies existing at the time of submittal and any uncovered charges shall be the responsibility of the employee.

(11) RETIREMENT.

(a) Wisconsin Retirement System. All employees who meet the applicable statutory requirements may participate in the Wisconsin Retirement System. Retirement plan eligibility and benefits shall be governed by the Wisconsin Retirement System as amended from time to time.

(b) Commencement of Retirement. There is no mandatory retirement age. All employees of the County regardless of age must be physically and mentally fit to perform the duties of their regularly assigned positions, except as otherwise provided in this chapter. Any employee, including elected officials and law enforcement officers, electing to retire must do so in accordance with the provisions of the Wisconsin Retirement System.

(c) County and Employee Contribution. The County shall contribute the Employer's portion toward the Wisconsin Retirement System and the Employee shall contribute the Employee's portion as determined by State statutes.

(d) Public Safety Employees. The County and Employee contribution toward Wisconsin Retirement System for public safety employees shall be according to State statutes.

(12) Domestic Partner Benefits. Those employees who register, in advance, as domestic partners with La Crosse County Personnel Office, will be eligible during the domestic partnership to use county benefits for domestic partners as defined, including: sick leave, funeral leave, family medical leave, Health and Dental insurance. The employee shall pay all taxes applicable on benefits provided for employee's domestic partner. County contribution to premium shall be the same as for employee family coverage.

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3.08 HOURS OF OPERATION. It is the policy of the County of La Crosse to establish and publicize normal hours of operation sufficient to meet the needs of the public. In order to carry out this policy, the County Administrator shall work with County departments to establish such hours of operation. The County Administrator shall report the normal hours of operation for County departments to the County Board for review and approval initially and as often as directed by the County Board.

3.09 GRIEVANCE PROCEDURE.

(1) This procedure applies to employee discipline consisting of unpaid suspensions, employee terminations, and employee complaints of workplace safety of employees not covered by an existing collective bargaining agreement, unless a different process is specified by law. Employees shall also have the right to utilize Steps 1 through 3 of the grievance procedure for discipline consisting of a written warning. Any employee covered by an existing collective bargaining agreement shall use the grievance process specified in that document. In discipline cases involving unpaid suspension or termination, the employee shall have the right to representation by a person of the employee's choosing at the employee's expense at all stages of the grievance procedure, except that the employee's representative shall not be a material witness to the grievance matter.

(2) Definitions.

(a) Employee – for discipline or termination matters, employee means regular, full or part-time employees; but does not include temporary, irregular part-time or seasonal employees, elected officials, or employees covered by a collective bargaining agreement. For workplace safety complaints, employee includes any employee of La Crosse County.

(b) Employee discipline – means written warning or unpaid suspension; but does not include, without limitation, performance evaluation, work plan, verbal counseling, verbal warning, change of pay or benefits due to economic reasons, reassignment or change of duties, or refusal to promote or reclassify.

(c) Employee termination – means involuntary end of employment due to disciplinary reasons; but does not include layoff, resignation, end of position funding, and reduction of hours or pay for economic reasons. The exclusions given are illustrative only and not limiting or exclusive.

(d) Workplace safety – means a condition of employment directly affecting the complaining employee's health or personal safety. A violation of any applicable state or federal occupational safety or health standard, rule or regulation implicates workplace safety.

(3) Filing a Grievance. The County Grievance Form must be completed and filed with the employee's Department Head and a copy provided to the County Personnel Department within 14 calendar days of the date of the occurrence giving rise to the grievance. Verbal notice is not acceptable. Failure to file a completed Grievance Form in a timely manner bars the grievance. Failure to file a timely appeal at any step of the Grievance Procedure bars an appeal and shall result in its dismissal with prejudice.

(4) Grievance Procedure.

(a) Step 1 – Department Review - the employee meets with Department Head, and/or immediate supervisor to attempt to reach a resolution within 7 calendar days. If none, Appeal notice in writing must be given within 5 calendar days after the meeting.

(b) Step 2 – Personnel Review - The Personnel Director meets with the grieving employee, Department Head/supervisor within 7 calendar days of appeal. They shall attempt to resolve the dispute. The County shall give the employee a written decision within 5 calendar days after said meeting. Appeal notice in writing must be given within 5 calendar days after receipt of the decision.

(c) Step 3 – Administrator Review - The Administrator meets with the grieving employee, Department Head/supervisor within 7 calendar days of appeal. They shall attempt to resolve the dispute. The County shall give the employee a written decision within 5 calendar days after said meeting. Appeal notice in writing must be given within 5 calendar days after receipt of the decision.

(d) Step 4 – Impartial Hearing Officer (IHO) Review.

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1. If no settlement is reached, then the grievance may be appealed in writing to an Impartial Hearing Officer as follows: The County Administrator or designee shall provide the names of 3 persons, not employees of La Crosse County, whom he or she determines are impartial, having no interest in the grievance. The grievant shall select 1 of the 3 impartial persons to hear the grievance. A hearing will be scheduled as soon as possible with the IHO. Alternatively, the County Administrator and the employee may agree to use the Wisconsin Employment Relations Commission (WERC) as a source for the IHO, and, in that case, the County and employee shall each pay 50% of the cost of using the WERC.

2. Impartial Hearing Officer Hearing Procedure:

a. The IHO may issue subpoenas, and witnesses shall be sworn. The parties may present evidence and call and examine witnesses and cross-examine witnesses of the other party.

b. The burden of proof required is preponderance of the evidence, which means the greater weight of the evidence.

(i) the burden is on County in discipline or termination grievances to show just cause for the action taken.

(ii) the burden is on the employee in workplace safety grievances to show a violation of applicable state or federal occupational safety and health standard, rule, or regulation implicating workplace safety showing a condition of employment directly affecting an employee's health and safety that requires correction.

c. Strict adherence to legal rules of evidence is not required. Evidence must be relevant, reliable and probative. The IHO will determine admissibility, credibility, and weight of evidence.

d. In discipline and termination cases, the IHO has authority to sustain or deny the grievance. The IHO may not change or modify any discipline imposed, unless sustaining the grievance means that the discipline must be modified. In workplace safety cases, the IHO can recommend a corrective remedy.

e. The hearing may be recorded by court reporter or an audio/video device.

f. Post-hearing briefs may be requested and may be allowed or required by the IHO.

g. The IHO will issue a written decision within 45 calendar days after the hearing.

h. La Crosse County will assume responsibility for the costs of the IHO and court reporter, if any, unless the WERC is used for the IHO.

(e) Step 5 - Appeal to County Board.

1. Initial Process. If either the grievant or the County desires to appeal the decision of the IHO, the appealing party shall give written notice of appeal to the County Administrator within 20 calendar days of the date of the decision of the IHO or be barred from appeal. The appeal shall be to the La Crosse County Board.

2. Burden of proof and scope of review. The appeal shall be a review of the record only and not a de novo hearing of the case. The appellant at all times bears the burden of proof. The decision of the IHO enjoys a presumption of validity.

3. Review Procedure.

a. The Executive Committee of the County Board shall review the appeal record and make a recommendation to the County Board. Only the compiled record of the IHO hearing and exhibits admitted at the hearing shall be reviewed on appeal and no additional evidence shall be considered. The Executive Committee's and County Board's review is limited to:

i. whether the IHO kept within the IHO's jurisdiction;

ii. whether the IHO proceeded on a correct theory of law;

iii. whether the IHO's action was arbitrary or capricious; and,

iv. whether the IHO's decision was supported by the preponderance of the evidence.

b. The County Board on recommendation of the Executive Committee, may affirm, reverse, or modify the IHO's decision.

c. The County Board shall decide the matter by a majority vote. This decision is final and non-appealable.

3.10 TRAINING.

(1) Each department may provide training opportunities for new and existing employees, appropriate for maintenance of skills and development of abilities for greater responsibilities and advancement. The Personnel Department shall provide training opportunities for countywide employees in subject matter appropriate to the mission and responsibilities of La Crosse County as a public employer.

(2) Training may be accomplished by in-service or in-house trainers, software programs, and by external seminars, Technical College or University courses and other means calculated to successfully educate employees.

(3) Expenses for training, if within budget, may be reimbursed pursuant to the provisions of the County Code of Ordinances, provided employees wishing to attend training shall comply with the procedures for prior approval and documentation of allowable expenses as required.

3.11 EMPLOYEE DEVELOPMENT REVIEWS.

(1) Reviews of employee's performance should be made at least yearly. Probationary employees should be reviewed at least twice during their probationary period. The purpose of the review is to help the employee develop and improve performance and value in the County service. The procedure and form shall be prescribed by the County Personnel Director.

(2) Elected officials shall not be subject to development reviews.

3.12 LAYOFFS AND REDUCTION OF STAFF.

(1) In the event of lack of work or economic cutbacks in any department, the reduction of staff will be accomplished by attrition, retirements or voluntary reduction in hours or voluntary layoff to the extent possible to minimize the impact on staff.

(2) If layoffs are necessary they may be done in a manner that gives consideration to the following factors:

(a) the skills, expertise, and licenses necessary to perform the work of the department;

(b) the greatest cost saving to the department while preserving jobs;

(c) retention of those employees with greater length of service with the County; and,

(d) the temporary, seasonal, or part-time nature of the duties.

(3) When deciding the order of reinstatement from layoff, consideration shall be given to skills and expertise, and length of service in the department reinstatement.

(4) Eligibility for reinstatement from layoff shall be for 1 year from the date of layoff. Employees on layoff shall not lose vacation or sick leave benefits but shall not accrue the same during the layoff. After 1 year on layoff, reinstatement eligibility, vacation and sick leave benefits shall terminate.

3.13 TRAVEL, MILEAGE AND CONFERENCE EXPENSES.

(1) Employees may be reimbursed for some or all expenses of travel, mileage and conferences incurred in the line of duty, or for the benefit of La Crosse County.

(2) In requesting permission to attend or for reimbursement, employees shall comply with the policy and procedure of the Finance Department. The County Administrator shall oversee and approve the rules and regulations developed by the Finance Department regarding reimbursement.

(3) The Finance Director shall recommend for County Administrator approval, subject to review by the Executive Committee, policy and procedure for the payment of employee travel, mileage and conference or convention expenses, and other appropriate rules for administering employee expenses incurred for County business.

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3.14 TERMINATION OF EMPLOYMENT. An employee shall give at least 2 weeks written notice of intention to terminate employment to terminate to the Department Head, in order to leave in good standing. Departments may require a longer notice period for certain positions. Such notice period shall be worked by the employee and shall not include vacation time, except upon retirement. An employee who does not give 2 weeks written notice shall not be considered as terminating in good standing, absent extenuating circumstances which preclude giving proper notice. Employees terminating in good standing shall be eligible for accrued vacation credits. Employees who do not terminate in good standing may not be eligible for rehire for an appropriate period.

3.15 ACCOMMODATION DURING EMPLOYMENT. La Crosse County will make reasonable accommodation to the known physical or mental limitations of employees with a disability, as requested or as necessary, unless that accommodation would cause an undue hardship on the operation of County business, in accordance with law.

3.16 CLASSIFICATION OF POSITIONS.

(1) Job descriptions shall be drafted for every paid position in the County service Description of the job will be used to assign pay grade classifications. Job descriptions are also used for employee understanding and for notice to the public during recruitment.

(2) The Personnel Director shall be responsible for drafting job descriptions and assigning described jobs to the pay grade classifications and shall establish and implement the procedures necessary to do so.

(3) Job descriptions shall be reviewed periodically, and prior to recruitments, for accuracy and to incorporate any changes in work assignments.

3.17 COMPENSATION PLAN.

(1) Pay Grades and Steps. Each position shall have an established pay grade designation and pay range. Each pay grade shall be divided into one or more steps.

(2) Compensation Plan Administration. The following shall apply in the application and interpretation of the compensation plan:

(a) Initial Employment Rate. The lowest step in the pay grade shall be the entrance rate payable to an employee on first appointment to the job. Under extenuating circumstances, the County Administrator or designee may approve starting an employee at a higher step in the pay grade.

(b) Promotional Increase. An employee who has been promoted to another classification in a higher pay grade shall be placed in a step that affords an appropriate increase in pay above the employee's existing classification, but not into a step that requires meritorious performance, without documentation of such. The employee shall progress normally into subsequent steps from the date of promotion.

(c) Reclassification.

1. Generally. Any change in non-union employee position classifications shall be governed by policies established by the Executive Committee. The criteria for requesting a reclassification include: assigned duties and responsibilities substantially exceed the job classification, increased or new responsibility assigned by management, and additional training or skills required by the job and obtained by the employee. A higher volume of duties without a substantial change is not a valid criterion for reclassification. All requests for reclassification shall be reviewed by the Personnel Director and a Review Committee appointed by the County Administrator. The County Administrator shall be the determining authority for approval of re-classes, who shall notify the County Board annually of those approved within the budgeted amount.

2. Interim Appointments. Under emergency conditions interim appointments may be made to fill vacant positions until a successor is able to assume the duties of the position, but not to exceed 6 months, per approval. Such appointments may be made from within the County service. If so, all benefits and privileges shall continue to accrue. Such employee shall start at the minimum of the new position and pay grade, or receive a pay step that provides an increase over existing pay. If the Interim employee should be the successor, such time shall be credited toward the probationary period.

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(d) Demotion. An employee demoted to a lower pay grade shall be placed in the same step as held in the previous pay grade, or a step which provides appropriate pay depending on the reason for the demotion. The demoted employee shall progress through steps, if any, in the demoted grade, from the date of demotion. Demotions shall be reviewed by the County Personnel Director and approved by the County Administrator.

(e) Transfer. The lateral movement of an employee from one position to another in the same pay grade is a 'transfer.' Transfer shall be to the same step as currently occupied, but the employee shall progress to the next higher step from the date of transfer. Transfers are not allowed during probation.

(f) Reinstated Employees. A terminated employee, who is rehired within 12 months after leaving County service, shall be considered 'reinstated.' Such employee may receive a salary equal to the same step in the classification and pay grade held at the time of termination, if hired back to the same position. Those rehired after more than 12 months separation shall not be considered 'reinstated' and may be required to start at the minimum pay step. Special consideration may be given reinstated employees who terminated County service and obtained additional education or experience to enhance their job performance. Reinstatement shall not entitle an employee to claim past service credits for vacation and sick leave and the reinstated employee may be required to serve a probationary period. This section does not apply to seasonal or temporary employees.

(g) Annual Salary Adjustments. The pay grades and steps for each classification shall be reviewed annually and the Personnel Director shall recommend changes to the County Administrator. Annual salary adjustments shall be considered by the Executive Committee which shall make a recommendation to the County Board. Any adjustments shall become effective at such time indicated in a County Board resolution.

(h) Pay Plan Policy and Procedure. The Personnel Director shall recommend and the County Administrator shall consider approval of, subject to review by the Executive Committee and County Board, policy and procedure for the employee pay plan, including part time and special rates, merit step considerations, shift differential and other appropriate rules for administering the pay plan.

(i) Overtime. Wages at Time and One Half. Any scheduled employee who works qualifying time as provided by the Federal Fair Labor Standards Act or other State law shall be paid in accordance with said laws as amended from time to time. This section is not applicable to non-scheduled employees in executive, administrative or professional positions or those employees covered by a collective bargaining agreement.

Additional qualifying time may be approved and documented in County policy and the Employee Handbook.

(j) Compensatory Time. (Comp Time) This article is designated as the understanding regarding comp time under the Fair Labor Standards Act.

1. Non-Exempt Employees. Compensatory time off instead of regular straight time pay may be elected by Non-Exempt employees. If authorized work time exceeding regular work hours (overtime) would be paid at straight pay, employees may elect Comp time instead of pay. Comp time may be accumulated to a maximum of no more than 37½ hours. All Comp time earned and taken shall be recorded on timesheets. Time in excess will be paid out. Accumulated comp time must be taken off within 90 calendar days of being earned or will be paid out. Comp time off must be scheduled in advance. If wages for the time worked would be payable at time and one-half under the Fair Labor Standards Act, comp time may not be elected and time worked must be paid. Comp time must be earned before it is taken. Additional qualifying time may be approved and documented in County policy and the Employee Handbook.

2. Compensatory time may also be allowed in the following cases:

a. Holidays worked. An employee may be granted both holiday pay and comp time off as provided for County holidays worked.

b. Eight hours rest. When hours required to be worked do not permit a period of 8 hours rest between shifts, comp time may be granted at the beginning of the shift following an order to allow a period of 8 hours rest.

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c. No comp time in the same day. There shall be no comp time earned and taken within the same day, except as otherwise provided in County policy and handbook. If needed, the employee's schedule will be changed by the supervisor, rather than granting and taking comp time in the same day.

3. Exempt Employees.

a. Non-scheduled employees who are exempt from overtime regulations shall set their schedules giving consideration to the standard work hours of non-exempt employees, seasonal fluctuations in workload and public expectations regarding services and availability. Continuing County policy shall be to recognize no compensatory time plan for said employees, who may vary their work schedules. Exempt employees will coordinate their hours with immediate supervisors. Department Heads will coordinate hours with the County Administrator and the County Administrator will coordinate hours with the County Board Chair.

b. No compensatory time will be granted to exempt employees and no excess time may be accumulated for any purpose. At termination of employment for any reason, no excess or compensatory time shall be due or payable by La Crosse County. The salary paid by La Crosse County to salaried employees is specifically intended to compensate for all hours worked. For qualifying groups of employees, comp time may be approved and documented in County policy and the Employee Handbook.

3.18 AMENDMENT TO CLASSIFICATION AND COMPENSATION PLANS. The Executive Committee may review and take such actions as are deemed necessary to implement, amend or add to the classification and compensation plan or otherwise amend the plan provided for in this chapter, provided amendments to the classification and compensation plan shall be by resolution of the County Board and shall take effect at such time as may be set by the County Board.

3.19 ACCIDENT PREVENTION. Every department or division of the County service, in which the nature of the work done exposes employees to hazards and risks of injury, shall implement an accident prevention program pursuant to procedures established under a County approved safety program.

3.20 EMPLOYEE HANDBOOK AND MANUALS.

(1) The County Personnel Department shall publish an employee handbook, supervisors' manuals, and other necessary publications, which shall aide employees in understanding the Personnel Administrative Code, employee benefits and such other information as is beneficial to employees and supervisors. This includes establishing rules and procedures to carry out the provisions of this chapter, such as, but not limited to, benefit plans, evaluations, disciplinary procedures, and pay plan procedures.

(2) Each department establishing necessary rules and procedures shall put them in writing and distribute them or post them electronically, to assist department employees in better understanding of departmental rules and procedures. These rules may include scheduling, shift sign up, emergency planning and training.

3.21 USE OF ADMINISTRATIVE VEHICLES.

(1) County Vehicle Necessary to Job. Certain employees need access to a County vehicle before and after work hours to fulfill job responsibilities. Examples are Highway Commissioner and Assistants; County Sheriff and Chief Deputy Sheriff; and Facilities Director. This ordinance does not apply to users of special purpose or utility vehicles such as squad cars, dump trucks, or other utility vehicles used in the daily operations of the County or Sheriff's vehicles.

(2) Restrictions. The following restrictions shall apply to administrative vehicles and their use.

(a) Administrative vehicles are to be used only for official County business. Administrative vehicles are not personal vehicles and should only be driven by the person assigned to.

(b) La Crosse County administrative vehicles may be taken home overnight and on weekends by appointed officials, other County employees and authorized volunteers on an occasional basis for official County business upon approval by the County Administrator. The La Crosse County Auditor/Finance Director will insure that Internal

Revenue Service rules on taxable benefits are complied with regarding vehicles which are authorized to be taken home pursuant to this section.

(c) All drivers assigned an administrative vehicle shall comply with County policy and regulations developed by the Finance Department for the use and expense of such vehicles.

3.22 ELECTRONIC MAIL AND INTERNET POLICY. La Crosse County has established policies and procedures regarding County's electronic mail (e-mail) and Internet systems and devices, including monitoring of Internet activities and disclosure of all messages that are created, sent or received by County employees using these systems. All County employees, whether assigned devices or software access, are subject to these rules.

(1) Electronic Mail (E-Mail) and Internet.

(a) All hardware, devices and software used to create and receive Internet and County e-mail is County property.

(b) All messages composed, sent, or received on the Internet and County's e-mail systems shall remain the property of the County and are governed by the Wisconsin open records law. Such messages are not the private property of any employee(s) and employees have no right or expectation of privacy in messages.

(c) The use of the Internet and County e-mail systems is reserved for the conduct of County business. The Internet and County e-mail systems are not intended to be used for personal business.

(d) The County reserves the right and intends to exercise the right to monitor e-mail activities and monitor review, audit, access and disclose all messages created, received or sent over the Internet and County e-mail systems for any purpose. The contents of electronic communications properly obtained for legitimate business purposes may be disclosed within the County to those with legitimate need to know or to law enforcement officials without the permission of the employee.

(e) Internet and County e-mail may be accessed by an employee's supervisor or County management if such employee is on leave of absence, vacation, transferred to another department or on any other occasion, if necessary for County business purposes.

(f) The County's Internet facilities and computing resources shall not be used knowingly to violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, city, providence or other local jurisdiction in any material way. Use of any County resources for illegal activity is grounds for immediate dismissal, and the County will cooperate with any legitimate law enforcement activity.

(g) Any software or files downloaded via the Internet into the County network become the property of the County. Any such files or software shall be used only in ways that are consistent with the licenses or copyrights.

(h) No employee shall use County facilities knowingly to download or distribute pirated software or data.

(2) Enforcement and Violations.

(a) The Electronic Mail (e-mail) and Internet Policy is intended to be illustrative of the range of acceptable and unacceptable uses of e-mail and Internet facilities and is not necessarily exhaustive. Questions about specific uses related to security issues not enumerated in this policy statement, reports of specific unacceptable uses or other questions about appropriate use should be directed to the employee's supervisor or Department Head.

(b) The County will review alleged violations of the Electronic Mail (e-mail) and Internet Policy on a case-by-case basis. Violations of the policy will result in disciplinary actions as appropriate, up to and including discharge.

(3) Rules and Policy. The Information Technology Department (IT) shall formulate rules and regulations, policy and procedure for the regulation of the County electronic media systems, subject to approval of the Administrator and the County Board, as shall be necessary or advisable from time to time. Rules and policy shall be published to inform employees, who shall follow said rules and policy. Violations will subject an employee to discipline up to and including discharge.

(140-13/14)

3.23 INTELLECTUAL PROPERTY POLICY. Any intellectual property conceived, made or created by a County employee within the employee's scope of employment by the County or under circumstances in which working time, funds, facilities and/or other resources of the County are utilized shall be the legal property of La Crosse County, and County employees shall have no rights thereto. Covered intellectual property rights embrace any and all forms of intellectual property rights which are created by an employee as well as any invention, whether patentable or not, conceived or made by an employee within the scope of employment or through the use of working time, funds, facilities, and/or other resources of the County. An employee shall discuss any proposed task involving intellectual property with his/her Department Head. Tasks undertaken by an employee in the creation and/or making of intellectual property rights involving any working time, funds, facilities and/or resources shall proceed only with the Department Head's approval and in accordance with the ownership and use of this policy. Employees shall not utilize funds, facilities, employment hours or any other resources of the County to promote, create and/or make intellectual property for private and/or personal gain.

3.24 NEPOTISM.

(1) Nepotism, the practice of hiring, promoting or otherwise favoring a family member by blood or marriage is prohibited in La Crosse County employment. No family member shall participate in the hiring process, or any process which would provide a financial or other material benefit, or status, to a person of said person's family by blood or marriage.

(2) No family member shall supervise another family member directly or indirectly, nor shall any employee be promoted into a position which would result in the prohibited supervision. In order to allow equal opportunity, family members may apply for positions or promotions which would result in nepotism, however, if a transfer, hiring or marriage occurs between employees, which would create a violation of the prohibition against nepotism, then both employees shall be given the opportunity for one of them to resign. In the event neither one volunteers, then the least senior employee or the employee at the lowest pay level shall be terminated, at the discretion of the County.

(3) Members of the immediate family shall be construed as follows:

(a) Mother or father, whether foster, adopted, by blood or marriage.

(b) Spouse or domestic partner

(c) Brother or sister, whether by blood or by marriage.

(d) Son or daughter, whether foster, adopted, by blood or marriage.

(e) Uncle, aunt, niece or nephew.

(f) Any member of an employee's immediate household.

3.25 CODE OF ETHICS. All employees of La Crosse County are expected to comply with the County Code of Ethics. See Chapter 2 "Governing Body", s. 2.04 of this Code.

3.26 POLITICAL ACTIVITY.

(1) In general, the following political activities are permissible for employees:

(a) Making voluntary contributions for political purposes.

(b) Participating as a candidate for office, unless prohibited by the Hatch Political Activity Act, provided service in the office will not conflict or interfere with the efficient discharge of an employee's official duties.

(c) Expressing opinions as an individual privately and publicly on all political subjects and candidates.

(d) Being a member of a political party and participating in party affairs.

The following are some of the political activities that an employee may participate in providing he or she is off duty and not on County property:

1. Soliciting votes in support of or in opposition to a partisan candidate for public office or political party office.

(141-13/14)

2. Serving as an officer of a political party, a member of a national, state or local committee of a political party, an officer or member of a committee of a partisan political club, or being a candidate for any of these positions.

3. Directly or indirectly soliciting, receiving, collecting, handling, disbursing, or accounting for assessments, contributions, or other funds for a partisan political purpose.

4. Taking an active part in managing the political campaign of a partisan candidate for public office or political party office.

5. Acting as a recorder, watcher, challenger, or similar officer at the polls on behalf of a political party or partisan candidate.

6. Organizing, selling tickets to, promoting or actively participating in a fundraising activity of a partisan candidate, political party or political club.

7. Driving voters to polls on behalf of a political party or partisan candidate.

8. Serving as a delegate, alternate or proxy to a political convention.

9. Addressing a convention, caucus, rally, or similar gathering of a political party in support of or in opposition to a partisan candidate for public office or political party office.

10. Initiating or circulating a nominating petition.

11. Endorsing or opposing a partisan candidate for public office or political party office in a political advertisement, a broadcast, campaign literature or similar material, except such action shall not be taken in the employee's official capacity, unless the employee is an elected official.

12. Organizing or reorganizing a partisan political party organization or political club.

(2) In general, the following political activities by employees are prohibited:

(a) Using governmental authority to interfere or effect nomination or election for any public office or position within any political party.

(b) Using governmental authority or influence to intimidate, threaten or coerce any person to vote contrary to his/her own voluntary choosing.

(c) Using governmental authority to directly or indirectly intimidate, threaten, or coerce any person to pay, lend or contribute anything of value, including services, to any party, organization, group or individual for political purposes.

(d) Using any official authority or influence to coerce any individual or group for political action, or to confer benefits or effect reprisals to secure desired political action or inaction.

(e) Offering to pay or accept benefits in return for desired political action or inaction.

(f) Requesting or receiving anything of value for influence or help in securing appointive office.

(g) Paying or offering payment for securing appointive office.

(h) Engaging in political activity on County-owned property or during work hours in such a manner as to give the impression of an official County endorsement of a particular candidate, proposal or position unless the County in fact has taken such a formal position or the employee reasonably believes the employee's political activity to be consistent with his or her official duties.

(i) Directly or indirectly soliciting or receiving subscriptions or contributions for any political party or any political purpose while in a building, office or room occupied for any purpose by the County.

(j) Either orally soliciting or by letter transmitting any solicitation to a County office or be in any manner concerned in soliciting any assistance, subscription or support for any political party or purpose from any person holding any position with La Crosse County while on County time or engaged in official duties.

(k) During the hours when on official duty engaging in any form of political activity calculated to favor or improve the chances of any political party or any

person seeking or attempting to hold political office. The wearing of political identification while on duty is such a political activity.

3.27 AFFIRMATIVE ACTION.

(1) POLICY. It is the policy of the County to provide equal employment opportunities without regard to age, race, color, creed, national origin, religion, sex, handicap, marital status, sexual orientation, veteran status, use of lawful products, or any other unlawful consideration under state or federal law.

(2) Program. The County shall establish an affirmative action program to maximize compliance with the equal employment opportunity policy. The County shall make every effort to recruit from protected classes and shall maintain any records necessary to evaluate the recruitment efforts in accordance with the intent of the affirmative action program. The program shall seek to identify employment practices and policies that may act as barriers to the utilization of protected class members in the County's work force.

(3) Affirmative Action Officer.

(a) Designated. The Affirmative Action Officer shall be the County Personnel Director.

(b) Duties. The Affirmative Action Officer shall be responsible for the development and implementation of the affirmative action program and its maintenance.

(c) Powers. The Affirmative Action Officer may review all departmental policies and procedures, rules and regulations and shall have access to all personnel files, documents, investigative reports and any documents or information pertinent to the maintenance of the affirmative action program. Such Officer may participate in any programs or policies relative to the training, promotion, transfer or discipline of any person in the employ of the County.

(4) Affirmative Action Plan. The La Crosse County affirmative action plan is adopted by reference and shall be maintained and open for inspection in the Personnel Office.

Section 2. This Ordinance shall take effect the day after passage and publication as required by law.

TARA JOHNSON, County Board Chair

GINNY DANKMEYER, County Clerk

EXECUTIVE COMMITTEE

Motion by S. Hampson/J. Schroeder to approve. Motion by S. Hampson/M. Kruse to amend s. 3.06(2) by deleting more than half time and adding half time or more; amend s. 3.09(4)(d)2a by deleting may and replacing with shall and adding "The parties may present evidence and call and examine witnesses and cross-examine witnesses of the other party"; amend s. 3.17(2)(b) by deleting it; amend s. 3.09(1) by adding "consisting of unpaid suspensions" and by adding "Employees shall have the right to utilize Steps 1 through 3 of the grievance procedure for discipline consisting of a written warning"; and to amend s. 3.09(3) deleting 10 and replacing with 14. There were no objections to taking all the amendments together. The amendments passed on a unanimous voice vote with 26 ayes, 3 excused - S. Doyle, R. Ebert and C. Spiker. Discussion ensued. Finance Director Gary Ingvalson responded to questions from the Board. The motion to approve as amended passed on a unanimous voice vote with 25 ayes, 4 excused - S. Doyle, R. Ebert, A. Richmond and C. Spiker

RESOLUTION NO. 41-9/13 RE: ADOPTION OF LA CROSSE COUNTY HANDBOOK FOR EMPLOYEES

WHEREAS, all of the Union contracts are expiring 12/31/2013, which contracts provided rules and regulations governing more than 60% of County employees; and, **WHEREAS**, Union collective bargaining rights were removed (except for Public Safety employees) by Acts 10 and 32, which provide for collective bargaining only on base wage if those Unions recertify, and no Unions at La Crosse County will have recertified as of 12/31/2013; and, **WHEREAS**, it is necessary and advisable to coordinate those rules and regulations which apply to all County employees both non-Union and former Union; and, **NOW THEREFORE**

(143-13/14)

BE IT RESOLVED, that effective 1/1/2014 a La Crosse County Employee Handbook is established to provide those rules and regulations common to all County employees; and, **BE IT FUTHER RESOLVED**, effective 1/1/2014 the attached La Crosse County Handbook for Employees is adopted, which shall be a guide to employees but not a contract as to any term or condition of employment, and the handbook outline shall not supersede or alter the governing documents of any benefit described, which documents shall be controlling. **BE IT FURTHER RESOLVED**, that the Personnel Department shall keep the Employee Handbook current with any County Board action, and shall recommend any changes or amendments to the County Administrator, for presentation to the Board. **BE IT FURTHER RESOLVED**, that the County Employee Handbook shall be posted on CountyView Intranet for notice to employees, and for manager and employee reference regarding employment terms and conditions, and employees without intranet access may receive a copy of the handbook on request, and employees shall be responsible for knowledge of the content. **FISCAL NOTE:** there is no fiscal impact to the establishment of the Employee Handbook, but any benefits described therein have been approved by resolution, or in the County Budget.

EXECUTIVE COMMITTEE

Motion by S. Hampson/J. Veenstra to approve. Discussion ensued. Personnel Director Bob Taunt and Corporate Counsel David Lange responded to questions from the Board. The motion to approve passed on a unanimous voice vote with 26 ayes, 3 excused - S. Doyle, R. Ebert and C. Spiker.

RESOLUTION NO. 42-9/13 RE: ACKNOWLEDGE "THE BEST OF PUBLIC SERVICE"
WHEREAS, the following employees have been a faithful part in providing "The Best of Public Service" to La Crosse County:

<u>NAME</u>	<u>DEPARTMENT</u>	<u>YEARS</u>
James K. Gausmann	Veteran's Services	19+

WHEREAS, it is the wish of the County Board of Supervisors to acknowledge long and faithful service on behalf of the citizens of La Crosse County; **NOW THEREFORE BE IT RESOLVED**, that a resolution extending our congratulations be recorded in La Crosse County Board Proceedings and a certificate of our actions be presented as an expression of our gratitude.

TARA JOHNSON, COUNTY BOARD CHAIR
GINNY DANKMEYER, COUNTY CLERK

EXECUTIVE COMMITTEE

Motion by S. Hampson/R. Becker to approve. Discussion ensued. The motion to approve passed on a unanimous voice vote with 25 ayes, 4 excused - S. Doyle, R. Ebert, K. Johnson and C. Spiker.

RESOLUTION NO. 43-9/13 RE: ACCEPTANCE OF CLIFTONLARSONALLEN AUDIT REPORT ON LA CROSSE COUNTY'S 2012 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)

WHEREAS, the audit firm of CliftonLarsonAllen recently completed their audit of the Financial Statements of La Crosse County for the year ended December 31, 2012; and, **WHEREAS**, the Financial Audit and Management Letter was presented to the La Crosse County Board at the County Board meeting on July 18, 2013. **NOW THEREFORE BE IT RESOLVED**, that the La Crosse County Board hereby accepts the Financial Audit and Management Letter as presented for the 2012 fiscal year. **FISCAL NOTE:** CliftonLarsonAllen's fee for 2012 audit services is \$67,620, for which money is budgeted in 2013 and allocated across several departments.

EXECUTIVE COMMITTEE

Motion by S. Hampson/P. Jerome to approve passed on a unanimous voice vote with 25 ayes, 4 excused - S. Doyle, R. Ebert, K. Johnson and C. Spiker.

SECOND CONSIDERATION OF ORDINANCE NO. 114-9/13 TO AMEND SS. 30.49, 30.81(2), (4), AND (5), 30.83(1), AND 30.85 OF CHAPTER 30 OF THE GENERAL CODE OF LA CROSSE COUNTY, WISCONSIN ENTITLED "NAVIGABLE WATERS, HARBORS AND NAVIGATION"

The County Board of Supervisors of the County of La Crosse does ordain as follows:

Section 1. Section 30.49 is created to read:

30.49 STATUTORY SECTIONS ADOPTED BY REFERENCE.

(1) La Crosse County does hereby adopt by reference the following enumerated sections of the Wisconsin Statutes, excluding therefrom the penalty or punishment provisions for said statutes, as if said statutes were fully set out herein. Any act required to be performed or prohibited by any statute incorporated herein by reference is required or prohibited by this ordinance.

- 30.50 Definitions
- 30.51 Certificate of number and registration; requirements; exemptions
- 30.52 Certificate of number and registration; application; certification and registration period; fees; issuance
- 30.523 Certification or registration card to be on board; display of stickers or decals and identification number
- 30.531 Certificate of title; requirements; exemptions
- 30.54 Lost, stolen or mutilated certificates
- 30.541 Transfers of boat titles
- 30.547 Alterations and falsifications prohibited
- 30.549 Transfer of ownership of boats with a certificate of title, a certificate number or registration
- 30.55 Notice of abandonment or destruction of boat or change of address
- 30.60 Classification of motorboats
- 30.61 Lighting equipment
- 30.62 Other equipment
- 30.625 Rental of motorboats
- 30.63 Sale and use of certain outboard motors restricted
- 30.635 Motorboat prohibition
- 30.64 Patrol boats
- 30.65 Traffic rules
- 30.66 Speed restrictions
- 30.67 Accidents and accident reports
- 30.675 Distress signal flag
- 30.678 Boating safety, certificates; requirements; exemptions; operation by minors
- 30.68 Prohibited operation
 - Negligent operation
 - Operation by incapacitated person or minor
 - Creating hazardous wake or wash
 - Facing backwards
 - Operating in circular course
 - Riding on decks or gunwhales
 - Restricted areas
 - Anchoring in traffic lanes
 - Mooring
 - Overloading
 - Unnecessarily sounding whistles
 - Molesting or destroying aids to navigation and regulatory markers
- 30.681 Intoxicated boating
- 30.682 Preliminary breath screening test
- 30.683 Implied consent

(145-13/14)

30.684	Chemical tests
30.687	Officer's action after arrest for violating intoxicated boating law
30.69	Water skiing
30.70	Skin diving
30.71	Disposal of waste from boats equipped with toilets
30.772	Placement and use of moorings; restrictions; permits
30.773	Designated mooring areas

Section 2. Sections 30.81(2) and (4)-(5) are amended to read:

30.81 NO WAKE ZONES.

(2) There shall be a slow no-wake zone in that part of the waterway known as the Black River described as: That part of Sections 19 and 30, Township 16 North, Range 7 West, in the Town of Campbell and City of La Crosse, La Crosse County, Wisconsin; being that part of the Black River, lying between the East and West shore lines thereof and lying Southerly of Clinton Street and the Clinton Street Bridge and Northerly of a line 300 feet South of and parallel to the Soo Line Railroad Bridge (formerly the Chicago, Milwaukee and St. Paul Railroad Bridge.)

(4) There shall be a slow no-wake zone in that part of the waterway known as the Sailboat Club Bay of Lake Onalaska described as: That part of the West 1/2 of the NW 1/4 of Section 6, Township 16 North, Range 7 West described as follows: Being that part of Pool 7 beginning at the northern most tip of French Island at Nelson Park (also being the northern most tip of the La Crosse Sailing Club facilities); thence southerly along said facilities and shoreline 700 feet more or less to a point 50 feet south of the southern most edge of the paved boat landing; thence East to a point on the west shoreline of Bell Island; thence Northerly along said west shoreline to the northern most tip of Bell Island; thence Southwesterly in a straight line to the northern most tip of Nelson Park and the point of beginning of this description.

Said slow no-wake zone is contained within the buoy markers and requires compliance by any boat or other water vehicle or craft. A slow no-wake zone is defined as the speed at which a boat moves as slowly as possible while still maintaining steerage control.

(5) There shall be 3 slow, no-wake zones, known as Zones A, B and C, for 3 designated time periods, in that part of the Town of Onalaska described as being that part of Sections 22, 23 and 26 in Township 17 North, Range 8 West, lying Southwesterly of the Government flowage line and Northeasterly of the dike which separates the body of water subject to this slow, no-wake zone, from the remainder of Lake Onalaska; also known as the Brice Prairie Channel or the former location of the Black River, Town of Onalaska, La Crosse County, Wisconsin, hereinafter referred to as the "channel".

(a) Zone A: June 1 through September 1. That portion of the channel beginning on a line 100 feet Southeasterly of and parallel to the most southerly ramp edge at Swarthout Landing; thence proceeding Southeasterly along said channel, a distance of 3,450 feet, to a line which is perpendicular from the end of the dike to a point on the shoreline.

(b) Zone B: Year round. That portion of channel including all waters bounded as follows: On the South by a line 100 feet Southeasterly of and parallel to the most southerly ramp edge at the Fred Funk Landing; on the East by the shoreline of Brice Prairie; on the West by the dike and at the opening in said dike known as Blackdeer's Cut, by a line connecting the outside edge of said dike; and on the North by a line 100 feet Northwesterly of the opening known as Blackdeer's Cut, which line will be perpendicular to the shoreline.

(c) Zone C: March 1 through July 1. That portion of the channel beginning on a line 100 feet Northwesterly of the opening known as Blackdeer's Cut, which line is perpendicular to the shoreline; thence proceeding Northwesterly along said channel to its upper reach at the culverts in Homestead Addition.

Section 3. Section 30.83(1) is amended to read:

30.83 WATER SKI PICKUP AND DROP AREA.

(1) A water ski pickup and drop area is hereby established, pursuant to s. 30.69(3), Wis. Stats., in that portion of the Black River, marked with regulatory markers and described as follows: That part of the SW 1/4 of Section 8, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, more particularly described as follows: Being that part of the Black River extending 100' into the channel from the boat dock placed on the Black River adjacent to the area of land leased to the La Crosse River City Ski Club.

Section 4. Section 30.85 is amended to read:

30.85 PENALTY. Any person found guilty of violating these provisions, with the exception s. 30.84 of this Chapter, shall be subject to such forfeitures as designated in the State of Wisconsin Uniform Deposit and Bail Schedule applicable to boating offenses for which a penalty is provided by ss. 30.80(2) to (6), Wis. Stats. If no forfeiture is designated, the forfeiture shall be not less than \$50 for the first offense within a 12 month period and not less than \$100 for a second or subsequent offense within a 12 month period. Failure to pay the forfeiture when due may result in imprisonment in the county jail 1 day for each \$20 or portion thereof remaining unpaid.

Section 5. This Ordinance shall take effect the day after passage and publication as required by law.

Tara Johnson, County Board Chair

Ginny Dankmeyer, County Clerk

PLANNING, RESOURCES AND DEVELOPMENT COMMITTEE

Motion by M. Pedretti/D. Meyer to approve. Motion by M. Pedretti/P. Jerome to amend s. 30.49(1) by adding 30.71 Disposal of waste from boats equipped with toilets, 30.772 Placement and use of moorings; restrictions; permits, and 30.773 Designated mooring areas, and to amend s. 30.81(5)(b) by changing Swarthout to the Fred Funk Landing. Discussion ensued. There were no objections to taking all the amendments together. The motion to amend passed on a unanimous voice vote with 26 ayes, 3 excused - S. Doyle, R. Ebert and C. Spiker. The motion as amended passed on a unanimous voice vote with 26 ayes, 3 excused - S. Doyle, R. Ebert and C. Spiker.

CONDITIONAL USE PERMIT NO. 892 FILED BY TAMI NURURDIN, D/B/A THE GRILL SPOT, O/B/O SHIRLEY A KRAUSE REVOCABLE TRUST TO STORE SUPPLIES ASSOCIATED WITH A MOBILE RESTAURANT BUSINESS ON A 37.14 ACRE PARCEL ZONED EXCLUSIVE AGRICULTURE IN THE TOWN OF GREENFIELD

The La Crosse County Planning, Resources and Development Committee, having considered an application filed by: Tami Nururdin, d/b/a The Grill Spot, W3967 US Highway 14/61, Coon Valley, WI 54623, o/b/o Shirley A Krause Revocable Trust, 1802 Losey Blvd S, La Crosse, WI 54601 and having held a public hearing on the 3rd day of September, 2013 for a Conditional Use Permit to store a truck, trailer, and supplies associated with a mobile restaurant business on a 37.14 acre parcel zoned Exclusive Agriculture in the Town of Greenfield and described as: The NE-SW of Section 33, T15N, R6W, except that part taken for roads. Tax parcel 6-749-0. Property address W3967 US Highway 14/61. Town of Greenfield. And pursuant to s. 59.69 Wis. Stats. and s. 17.36 Zoning Code: the Committee did publish and receive proof of a Class II notice of the hearing; did receive receipts of mailing of the notices to the affected Town Clerk(s); did hold a public hearing to hear testimony or correspondence from the people; and, did receive and consider action from the affected Town Board(s). The Committee, under s. 91.48(1), Wis. Stats., along with the affected Town Board(s), under s. 17.36(4), have the authority to approve the application with integral conditions or to disapprove of the application. Having considered the entire record the Committee's recommendation is to: By a vote of five (5) in favor, zero (0) no, one (1) excused (Becker), and one (1) absent (Londre), the committee recommended approval of Conditional Use Permit No. 892 subject to the following nine (9) conditions:

1. Conditional Use Permit No. 892 is granted specifically to Tami Nururdin doing business as "The Grill Spot" located at W3967 US Highway 14/61;

2. All personal property associated with the business shall be reported to the local assessor annually;
3. No on-site food sales, no on-site advertising;
4. Disposal of waste and wastewater generated by this business shall be in accordance with requirements established by the La Crosse County Health and Environmental Health Departments;
5. Licensing, if required by the La Crosse County Health Department, is the responsibility of the applicant;
6. Vehicles are limited to one (1) one-ton "cube" truck and a 1993 Waymatic trailer or equivalent, parked in an approximately 20-ft x 80-ft parking area as indicated in the application or stored indoors. Food inventory associated with the business can be stored on-site;
7. No more than four (4) full-time employees and the business cannot impair the agricultural use of the farm per Chapter 91 WI Stats;
8. This Conditional Use Permit is subject to approval by the Town of Greenfield and any conditions placed on this permit by the Town; and
9. This permit is non-transferable and automatically terminates if the business does not commence within 12 months of County Board approval or is not operated at this site for 12 consecutive months or longer.

THE COUNTY BOARD took the following action this 19th day of September, 2013. Approved subject to conditions as outlined.

PLANNING, RESOURCES AND DEVELOPMENT COMMITTEE

Motion by M. Pedretti/D. Holtze to approve. Discussion ensued. Zoning Director Nate Sampson responded to questions. The motion to approve as recommended by the Committee passed on a unanimous voice vote with 26 ayes, 3 excused - S. Doyle, R. Ebert and C. Spiker.

CONDITIONAL USE PERMIT NO. 895 FILED BY JAMES AND CARRIE SCHMITT, D/B/A STAR LOG CABINS, LLC, FOR AN AFTER-THE-FACT CONDITIONAL USE PERMIT TO OPERATE A BUSINESS CONSTRUCTING SMALL CABINS, SHEDS, YARD BARN, AND SIMILAR BUILDINGS ON A 41.06 ACRE PARCEL ZONED EXCLUSIVE AGRICULTURE IN THE TOWN OF WASHINGTON

The La Crosse County Planning, Resources and Development Committee, having considered an application filed by: James and Carrie Schmitt, d/b/a Star Log Cabins, LLC, N2174 Bina Rd, Coon Valley, WI 54623 and having held a public hearing on the 3rd day of September, 2013 for an after-the-fact Conditional Use Permit to operate a business constructing small cabins, sheds, yard barns, and similar buildings with occasional on site customers and sales on a 41.06 acre parcel zoned Exclusive Agriculture in the Town of Washington and described as follows: The SE-NW and part of the NE-SW in Section 6, T15N, R5W. Property address N2174 Bina Rd. Town of Washington. And pursuant to s. 59.69 Wis. Stats. and s. 17.36 Zoning Code: the Committee did publish and receive proof of a Class II notice of the hearing; did receive receipts of mailing of the notices to the affected Town Clerk(s); did hold a public hearing to hear testimony or correspondence from the people; and, did receive and consider action from the affected Town Board(s). The Committee, under s. 91.48(1), Wis. Stats., along with the affected Town Board(s), under s. 17.36(4), have the authority to approve the application with integral conditions or to disapprove of the application. Having considered the entire record the Committee's recommendation is to: By a vote of five (5) in favor, zero (0) no, one (1) excused (Becker), and one (1) absent (Londre), the committee recommended approval of Conditional Use Permit No. 895 subject to the following six (6) conditions:

1. This permit is granted specifically to James & Carrie Schmitt, N2174 Bina Rd, Coon Valley WI 54623, doing business as Star Log Cabins, LLC constructing small cabins, sheds, yard barns, and similar buildings with occasional on-site customers;
2. This business is located at N2174 Bina Rd. and per Chapter 91 WI Stats, is limited to not more than four (4) full-time employees annually and the business cannot impair or limit agricultural use of the farm;

3. Signage must meet the requirements of Chapter 33 of the La Crosse County Code of Ordinances;
4. Any waste materials shall be disposed of or recycled in a code compliant manner;
5. This Conditional Use Permit is subject to approval by the Town of Washington and any conditions placed on this permit by the Town; and
6. This permit is non-transferrable and automatically terminates if the business does not commence within 12 months of County Board approval or is not operated at this site for 12 consecutive months or longer.

THE COUNTY BOARD took the following action this 19th day of September, 2013. Approved subject to conditions as outlined.

PLANNING, RESOURCES AND DEVELOPMENT COMMITTEE

Motion by M. Pedretti/P. Jerome to approve as recommended by the Committee passed on a unanimous voice vote with 26 ayes, 3 excused - S. Doyle, R. Ebert and C. Spiker.

Supervisor Pedretti yielded the floor to Supervisor Wehrs.

ZONING PETITION NO. 1927 FILED BY PATRICK PEDRETTI, ACTING ON BEHALF OF PEDRETTI FAMILY REVOCABLE LIVING TRUST, TO REZONE FROM THE GENERAL AGRICULTURE DISTRICT TO THE RESIDENTIAL DISTRICT A, A 2.79 ACRE PARCEL FOR RESIDENTIAL USE IN THE TOWN OF HOLLAND

PLANNING, RESOURCES AND DEVELOPMENT COMMITTEE

The Board will take no action as the petitioner has withdrawn the petition.

SUGGESTIONS FOR FUTURE AGENDA TOPICS

- Supervisor Berg asked for information on how the volunteers helping individuals sign up for the Health Exchanges will be kept from seeing confidential information.

ADJOURN

Motion by R. Keil/A. Richmond to adjourn at 7:42 PM passed on a unanimous voice vote with 26 ayes, 3 excused - S. Doyle, R. Ebert, and C. Spiker.

**STATE OF WISCONSIN)
COUNTY OF LA CROSSE)**

I, Ginny Dankmeyer , La Crosse County Clerk, in and for the County of La Crosse, Wisconsin, do hereby certify that the foregoing is a true and correct copy of the Journal of Proceedings of the La Crosse County Board of Supervisors at the La Crosse County Board of Supervisors Monthly Meeting held Thursday, September 19, 2013 and that it is the whole thereof. IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL THIS DAY 4 OF OCTOBER 2013.