

**AGENDA FOR THE
DOUGLAS COUNTY BOARD OF SUPERVISORS
Thursday, November 17, 2016, 6:00 p.m., Board Room, Second Floor, Government Center
1316 North 14th Street, Superior, Wisconsin**

(County Board to maintain a two-hour meeting limit or take action to continue meeting beyond that time.)

Meeting called to order by Chairman Mark Liebaert.

Pledge of Allegiance to be recited.

Roll call taken by County Clerk Susan Sandvick.

Approval of the October 20, 2016, and October 25, 2016, meeting minutes.

CORRESPONDENCE

1. DNR, notice of severance share assessment on wood products cut from Douglas County forest lands. (Refer to Forest, Parks and Recreation Committee.)

RESOLUTIONS

#72-16: Resolution by the Land and Development Committee approving land sale. (Exhibit A-11-16)

#73-16: Resolution by the Administration Committee awarding the sale of \$2,500,000 General Obligation Promissory Notes, Series 2016B. (Exhibit B-11-16)

#74-16: Resolution by the Administration Committee recommending additional 2017 funding of \$13,000 for CASDA.

#75-16: Resolution by the Administration Committee establishing Policy for Acting-Interim County Administrator.

#76-16: Resolution by the Administration Committee approving budgetary transfers.

#77-16: Resolution by the Public Safety Committee authorizing contract with state collection agency for Clerk of Circuit Court. (Exhibit C-11-16)

COUNTY ADMINISTRATOR REPORT

COUNTY BOARD CHAIR REPORT

APPOINTMENTS: Highway Traffic Safety Committee - (SPD representative) Officer Thor Throne to replace Officer John Kiel

COMMITTEE REPORTS

DOUGLAS COUNTY MISSION STATEMENT

The mission of Douglas County is to provide cost-effective services, with equal access to all citizens; to continue and enhance partnerships; to responsibly manage our resources and plan for the future.

YOUTH REPRESENTATIVE REPORT

APPROVAL OF BILLS AND CLAIMS (on iPad paperless drive)

FUTURE AGENDA ITEMS

ADJOURNMENT: Next regularly scheduled meeting – December 15, 2016.

Submitted by,

Susan T. Sandvick
Douglas County Clerk

NOTE: Attachments to agenda available in County Clerk's Office for viewing or copying, or on county's website www.douglascountywi.org. Action may be taken on items on the agenda. The County of Douglas complies with the Americans with Disabilities Act of 1990. If you are in need of an accommodation to participate in the public meeting process, please contact the Douglas County Clerk's Office at (715) 395-1341 by 4:00 p.m. on the day prior to the scheduled meeting. Douglas County will attempt to accommodate any request depending on the amount of notice we receive. TDD (715) 395-7521.
Posted: Courthouse, Government Center, www.douglascountywi.org



Pamela A. Tafelski 11-10-16

RESOLUTION #72-16
RESOLUTION BY THE LAND AND DEVELOPMENT
COMMITTEE

Subject: Land Sale

WHEREAS, the following parcel of land was previously advertised on the dates indicated below, in accordance with Section 76.59, Wisconsin Statutes, and the highest bid received was as follows:

\$6,832.00 Parcel #12-16: (September 2, 9, 16, 2016) The E1/2 of the E1/2 of the NW1/4 of the NE1/4, Section 30-47-12, Town of Hawthorne (7506 E Brannen Road), (HA-014-00790-00), from Joseph Wade. Intended use: New home.

NOW, THEREFORE, BE IT RESOLVED that the Douglas County Board of Supervisors, in regular meeting assembled, authorizes the County Clerk to execute quit claim deed on the above named property.

Dated this 17th day of November, 2016.

(Committee Action: Unanimous)
(Fiscal Note: Increase "Profit and Loss on Land Sales Account" by \$6,832.00)

Roll Call		
District Number	Yes	No
1. Pomush		
2. White		
3. Finn		
4. Clark		
5. Baker		
6. Paine		
7. Glazman		
8. Robinson		
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12. Lear		
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18. Corbin		
19. Mock		
20. Conley		
21. Bergman		
Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 04/19/16		

EXHIBIT A-11-16
RESOLUTION #72-16
LAND SALE - MAP

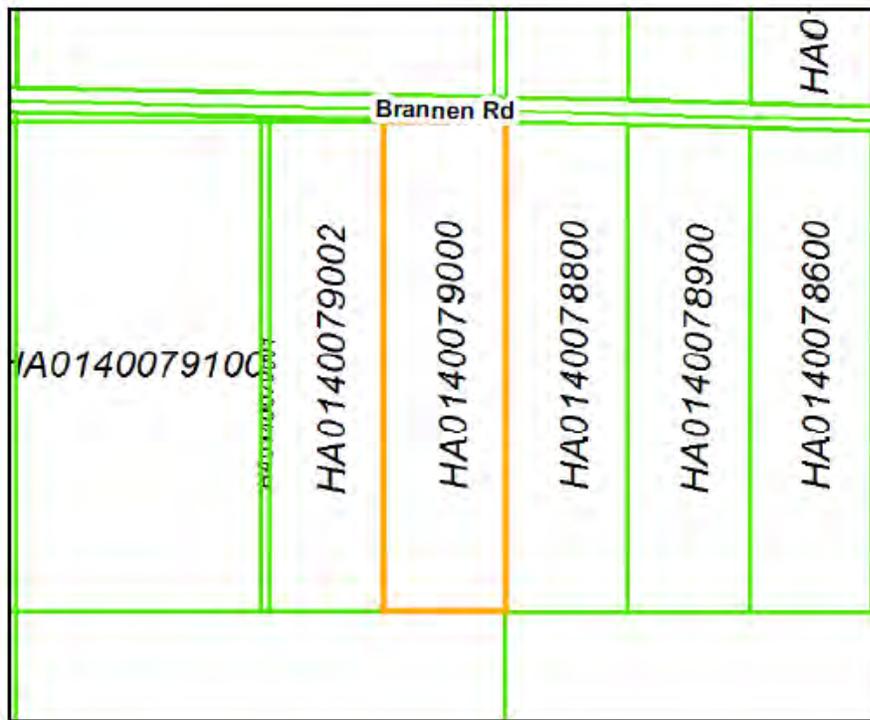
Presented by the Land and
Development Committee



DOUGLAS COUNTY BOARD OF SUPERVISORS
November 17, 2016

RESOLUTION #72-16

PREVIOUSLY ADVERTISED PARCEL



PARCEL #12-16 - \$6,832.00
WADE JOSEPH
APPROXIMATELY 10 ACRES

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Rev. 04/19/16		

RESOLUTION #73-16
RESOLUTION BY THE ADMINISTRATION COMMITTEE

Subject: Awarding Sale of \$2,500,000 General Obligation
 Promissory Notes Series 2016B

WHEREAS, on October 20, 2016, the County Board of Supervisors of Douglas County, Wisconsin (the "County"), by a vote of at least three-fourths of the members-elect, adopted an initial resolution (the "Initial Resolution") authorizing the issuance of general obligation promissory notes for the public purpose of financing capital projects, including highway projects (the "Project"),

WHEREAS, the County has directed Hutchinson, Shockey, Erley & Co. ("HSE") to take the steps necessary to sell general obligation promissory notes authorized by the Initial Resolution and designated "General Obligation Promissory Notes, Series 2016B" (the "Notes") to pay the cost of the Project,

WHEREAS, HSE, in consultation with the officials of the County, prepared an Official Notice of Sale (Exhibit B-11-16, Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on November 17, 2016,

WHEREAS, the County Clerk (in consultation with HSE) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on November 17, 2016,

WHEREAS, the County has duly received bids for the Notes as described on the Bid Tabulation (Exhibit B-11-16, Exhibit B and incorporated herein by this reference (the "Bid Tabulation")), and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the County. HSE has recommended that the County accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") Exhibit B-11-16, Exhibit C and incorporated herein by this reference.

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

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Rev. 04/19/16		

Section 1A. Ratification of the Official Notice of Sale and Offering Materials. The County Board of Supervisors of the County hereby ratifies and approves the details of the Notes set forth in Exhibit B-11-16, Exhibit A for the details of the Notes. The Official Notice of Sale and any other offering materials prepared and circulated by HSE are hereby ratified and approved in all respects. All actions taken by officers of the County and HSE in connection with the preparation and distribution of the Official Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal (as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein), plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal (as modified on the Bid Tabulation) is hereby accepted. The Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to execute an acceptance of the Proposal on behalf of the County. The good faith deposit of the Purchaser shall be retained by the County Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2016B"; shall be issued in the aggregate principal amount of \$2,500,000; shall be dated December 15, 2016; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on February 1 of each year, in the years and principal amounts as set forth on the Pricing Summary, Exhibit B-11-16, Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on February 1, 2017. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule, Exhibit B-11-16, Exhibit D-2 and incorporated herein by this reference (the "Schedule").

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Section 3. Redemption Provisions. The Notes maturing on February 1, 2024 and thereafter shall be subject to redemption prior to maturity, at the option of the County, on February 1, 2023 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the County and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form B-11-16, Exhibit E, and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years 2016 through 2025 for the payments due in the years 2017 through 2026 in the amounts set forth on the Schedule.

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

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

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the County, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance

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with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the County may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$2,500,000 General Obligation Promissory Notes, Series 2016B, dated December 15, 2016" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The County Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the County above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

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the County, unless the County Board of Supervisors directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the County and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Notes. In no event shall monies in the Borrowed Money Fund be used to fund operating expenses of the general fund of the County or of any special revenue fund of the County that is supported by property taxes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

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

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

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income of the recipients thereof for federal income tax purposes. The County Clerk or other officer of the County charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the County certifying that the County can and covenanting that it will comply with the provisions of the Code and Regulations.

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

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

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

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

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

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Chairperson and County Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

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

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

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

Section 16. Official Statement. The County Board of Supervisors hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission

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pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the County in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate County official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The County Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure.

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

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

Section 18. Record Book.

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

Section 19. Bond Insurance.

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

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Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Dated this 17th day of November, 2016.

(Committee Action: Unanimous)
 (Fiscal Note: Within 2017 adopted budget)

EXHIBIT B-11-16

RESOLUTION #73-16 SALE OF \$2,500,000 GENERAL OBLIGATION PROMISSORY NOTES SERIES 2016B

Exhibits noted throughout Resolution #73-16 are not available until time of sale and will not be provided to the Board. Attached are sample drafts of those documents:

- Exhibit A: Official Notice of Sale
- Exhibit B: Bid Tabulation
- Exhibit C: Winning Bid
- Exhibit D-1: Pricing Summary
- Exhibit D-2: Debt Service Schedule and Irrepealable
Tax Levies
- Exhibit E: (Form of Note) and Assignment

Presented by Administration Committee



DOUGLAS COUNTY BOARD OF SUPERVISORS

November 17, 2016

EXHIBIT A

Official Notice of Sale

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
DOUGLAS COUNTY
NO. R-___ GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2016B \$_____
MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
February 1, _____ December 15, 2016 _____% _____
DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.
PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, Douglas County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on February 1, 2017 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the County Clerk or County Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of \$2,500,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purpose of financing capital projects, including highway projects, all as

authorized by resolutions of the County Board of Supervisors duly adopted by said governing body at meetings held on October 20, 2016 and November 17, 2016. Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

The Notes maturing on February 1, 2024 and thereafter are subject to redemption prior to maturity, at the option of the County, on February 1, 2023 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the County and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

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

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

This Note is transferable only upon the books of the County kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the County appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new

depository in exchange therefor and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and County may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

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

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

DOUGLAS COUNTY, WISCONSIN

By: _____

Mark Liebaert
Chairperson

(SEAL)

By: _____

Susan T. Sandvick
County Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)

Roll Call		
District Number	Yes	No
1. Pomush		
2. White		
3. Finn		
4. Clark		
5. Baker		
6. Paine		
7. Glazman		
8. Robinson		
9. Jaques		
10. Quam		
11. Finendale		
12. Lear		
13. Allen		
14. Ryan		
15. Hendrickson		
16. Luostari		
17. Liebaert		
18. Corbin		
19. Mock		
20. Conley		
21. Bergman		
Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 04/19/16		

RESOLUTION #74-16
RESOLUTION BY THE ADMINISTRATION COMMITTEE

Subject: CASDA 2017 Allocation

RESOLVED that the Douglas County Board of Supervisors accepts the recommendation of the Administration Committee and allocates \$13,000 from 2017 Contingency Fund for CASDA in 2017.

Dated this 17th day of November, 2016.

(Committee Action: Unanimous)

(Fiscal Note: \$13,000, within 2017 budgeted Contingency Fund; no effect on levy)

Roll Call		
District Number	Yes	No
1. Pomush		
2. White		
3. Finn		
4. Clark		
5. Baker		
6. Paine		
7. Glazman		
8. Robinson		
9. Jaques		
10. Quam		
11. Finendale		
12. Lear		
13. Allen		
14. Ryan		
15. Hendrickson		
16. Luostari		
17. Liebaert		
18. Corbin		
19. Mock		
20. Conley		
21. Bergman		
Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 04/19/16		

RESOLUTION #75-16

RESOLUTION BY THE ADMINISTRATION COMMITTEE

Subject: Acting-Interim County Administrator Policy Established

WHEREAS, Douglas County, by adoption of Resolution No. #80-03 on July 16, 2003, created the office of County Administrator, and

WHEREAS, no provision was made in Resolution No. #80-03, or otherwise, for an acting or interim County Administrator in the case of the County Administrator being: i.) temporarily unable or unavailable to perform the functions of the office (due to incapacitation caused by illness or injury of any nature, or on paid administrative leave status) or ii.) a vacancy in the office of County Administrator by reason of removal, resignation or death; the lack of any such provision is a deficiency that should be addressed.

NOW, THEREFORE, BE IT RESOLVED that in the event of the County Administrator being: i.) temporarily unable or unavailable to perform the functions of the office (due to incapacitation caused by illness or injury of any nature, or on paid administrative leave status) or ii.) a vacancy in the office of County Administrator by reason of removal, resignation or death; the Douglas County Board of Supervisors Chairperson shall appoint an acting or interim County Administrator for up to thirty-one (31) days or until the next regularly scheduled Douglas County Board of Supervisors meeting.

BE IT FURTHER RESOLVED that at said meeting, the appointment of an acting or interim County Administrator may be extended by majority vote of the Douglas County Board of Supervisors and said appointment shall continue until such time as the County Administrator returns or the Board appoints a successor.

Dated this 17th day of November, 2016.

(Committee Action: Unanimous)

(Fiscal Note: None)

RESOLUTION #76-16
RESOLUTION BY THE ADMINISTRATION COMMITTEE

Subject: Budgetary Transfers

RESOLVED that the Douglas County Board of Supervisors accepts the recommendation of the Administration Committee and approves the following budgetary transfers:

- 1) Land & Development \$ 11,000 J.E.#195004 Release Land Information Account Reserve for conceptual design for Fairground Lot Master Planning Proposal;
- 2) Land & Development \$ 39,586 J.E.#195003 Release Fairground Surcharge Reserve for payment of improvements and upgrades for fairgrounds and racetrack; and
- 3) Emergency Mgmt. \$ 27,897 J.E.#195010 Record budget for redistribution money from State of Wisconsin

Dated this 17th day of November, 2016.

(Committee Action: Unanimous)

(Fiscal Note: 1) Increase purchased services expenditures total, decrease Land Information Reserve; 2) Increase purchased services expenditures, decrease Fairground Surcharge Reserve; 3) Increase grant revenue and equipment purchase/repair expenditures by same. No effect on levy.

(Administrative Note: Two-thirds vote of Board-elect required)

Roll Call		
District Number	Yes	No
1. Pomush		
2. White		
3. Finn		
4. Clark		
5. Baker		
6. Paine		
7. Glazman		
8. Robinson		
9. Jaques		
10. Quam		
11. Finendale		
12. Lear		
13. Allen		
14. Ryan		
15. Hendrickson		
16. Luostari		
17. Liebaert		
18. Corbin		
19. Mock		
20. Conley		
21. Bergman		
Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 04/19/16		

Roll Call		
District Number	Yes	No
1. Pomush		
2. White		
3. Finn		
4. Clark		
5. Baker		
6. Paine		
7. Glazman		
8. Robinson		
9. Jaques		
10. Quam		
11. Finendale		
12. Lear		
13. Allen		
14. Ryan		
15. Hendrickson		
16. Luostari		
17. Liebaert		
18. Corbin		
19. Mock		
20. Conley		
21. Bergman		
Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 04/19/16		

RESOLUTION #77-16
RESOLUTION BY THE PUBLIC SAFETY COMMITTEE

Subject: Contract with State Collection Agency for Clerk of
 Circuit Court Authorized

WHEREAS, the Douglas County Clerk of Circuit Court collects court-ordered financial obligations and has employed means to collect unpaid amounts, and

WHEREAS, the Clerk of Circuit Court employs several methods of collection, including but not limited to income assignments, signed payment plan forms, driver license suspension, civil judgments and tax refund intercept, and

WHEREAS, §59.40. (4), Wis. Stats., allows the Clerk of Circuit Court, if authorized by the County Board under §59.52(28), Wis. Stats., to contract with the State Collection Agency for collection of unpaid debt, and

WHEREAS, any agreement entered into with the State Collection Agency shall indicate that any collection fees incurred by the State Collection Agency shall be in addition to the debt owed the Clerk of Circuit Court and charged by the State Collection Agency directly to the debtor, and

WHEREAS, the proceeds received by the Clerk of Circuit Court from the State Collection Agency shall be the entire amount of debt collected for purposes of distribution.

NOW, THEREFORE, BE IT RESOLVED that the Douglas County Board of Supervisors accepts the recommendation of the Public Safety Committee and authorizes the Clerk of Circuit Court to contract with the State Collection Agency for the collection of unpaid debt pursuant to §59.40. (4), Wis. Stats. as set forth in Exhibit C-11-16.

BE IT FURTHER RESOLVED that the Douglas County Clerk of Circuit Court is hereby authorized to execute a contract to effectuate this purpose, subject to the review and approval of the Douglas County Corporation Counsel.

Dated this 17th day of November, 2016.

(Committee Action: Unanimous)
 (Fiscal Note: None)

EXHIBIT C-11-16

RESOLUTION #77-16

Contract with State Collection Agency for Clerk of Circuit Court

Presented by Public Safety Committee



DOUGLAS COUNTY BOARD OF SUPERVISORS

November 17, 2016

State Debt Collection Agreement

Introduction

This agreement between the _____, (hereafter referred to as “agency”) and the Wisconsin Department of Revenue (hereafter referred to as “department”) will set forth the requirements and expectations of both agencies relating to the department providing debt collection services for the agency under sec. 71.93 (8), Wis. Stats.

Statutory Authority

The department is authorized pursuant to sec. 71.93(8), Wis. Stats., to enter into a written agreement to have the department collect any amount owed to the government agency.

Duties of the Agency

1. Unless stated and agreed to separately, debt sent to the department for collection must be greater than \$50.00, and shall be reduced to a judgment prior to referral of the debt, unless the agency has provided the debtor with reasonable notice and an opportunity to be heard with regard to the debt.
2. The agency shall send unpaid debt to the department for collection when the debt is more than 90 days past due, unless the agency is negotiating a repayment agreement with the debtor, the debtor has filed bankruptcy, the debtor has objected to the basis of the debt and the agency is responding to the objection, or the agency has negotiated a waiver of the time period or debt type from the Secretary of the department.
3. At least 30 days prior to referral of the debt to the department, the agency shall send notice to the debtor of the agency’s intention to refer the debt to the department for collection. The notice must state the nature and amount of the debt, identify the agency to whom the debt is owed, advise the debtor that collection costs will be assessed once the debt is referred to the department, and inform the debtor of the debtor’s right to appeal. Any appeal periods must have expired and all disputes resolved prior to referral of debt to the department.
4. The agency shall send the following file updates in an electronic format:
 - a. New Debts: The agency shall furnish information using the department’s prescribed file layout. Each debtor must have a unique agency identifier and each debt must have an agency debt number.
 - b. Debt Updates: Any non-monetary updates to the debt amount or recall of the debt must be transmitted to the department, using the department’s prescribed file layout, within 24 hours of receipt. Changes to the balance may include estimated assessments replaced by actual information, debts reduced by compromise agreement, or administrative adjustments. Any payments must be remitted to the department for posting to the department’s collection case. The agency is responsible for refunding the collection fee to the debtor, if appropriate, on recalled debts.

5. The agency agrees to adjust to zero any debts certified to the department's agency setoff system either through the Tax Refund Intercept Program (TRIP) application, state agency mainframe or CCAP. Through this agreement, the department will offset refunds to the agency's debts through the department's collection system.
6. Once debt is referred to the department for collection, the agency shall discontinue billing statements, demand letters, and active collection efforts. The agency shall direct all debtor calls or requests regarding collection of the debt to the department.
7. Once a debt is referred to the department for collection, the agency shall forward any payments received to the department for processing. Department collection costs must be paid even if the debtor sends full payment of the debt to the agency.
8. If the debt is compromised or settled, the agency shall contact the department to determine the amount of the department's collection costs that must be remitted to the department. The agency shall be responsible for any department collection costs remaining when the agency fails to consider department collection costs when accepting payments from the debtor or compromising debt.
9. Correspondence and telephone inquiries received that relate to the validity of the debt shall be forwarded to the agency for a timely response. The agency must have resources available to assist debtors and department collectors with debt-related issues.
10. If the agency fails to provide accurate and timely updates to the debt and the result is an overpayment of the debt, the debt shall be returned to the agency for a refund to the debtor. The agency shall refund the debtor the amount of overpayment received plus the department collection costs, if appropriate.
11. If a payment or refund setoff has been posted to a debt and it is later determined that the payment or refund setoff was in excess of the debt owed to the agency, it is the agency's responsibility to refund such excess to the debtor. If at the time of payment or refund setoff, the debtor had a debt with the agency but the agency did not adjust the debt to zero, it is the agency's responsibility to refund the administrative fee to the debtor.
12. Payments and refund setoffs that occur because of erroneous identification information provided by the agency may be corrected by the department and it is the agency's responsibility to pay any collection fees or amounts involved may be reversed.
13. The agency shall be responsible and liable for any claims or lawsuits made against the department arising from collection of a debt that is alleged to be incorrect or not owed by the debtor.
14. The agency agrees to maintain the confidentiality of all accounts, correspondence, documents and any other related information, which may be obtained from or furnished by the department. If a third party is used by the agency to manage the debts referred to the department, the third party must sign an agreement with the department and will be bound by the same confidentiality requirements. Any unauthorized use or disclosure of such information, or inadequate procedures for safeguarding the confidentiality of such information, constitutes grounds for immediate termination of this agreement.
15. The agency shall review reports transmitted, reconcile accounts and notify the department within 60 days of any discrepancies.

16. The agency shall have technical staff available to maintain electronic file layouts, electronic reports, and other requirements as needed. Agency and department contact information will be periodically updated.
17. The agency and the department can agree to other collection services, such as sending notices, providing the opportunity to be heard, and filing and managing bankruptcy claims.

Duties of the Department

1. The department shall take all reasonable and cost-effective actions to collect referred debts. Collection efforts may include, but are not limited to:
 - a. Identify assets available for satisfaction of debts
 - b. Send demand letters
 - c. Subpoena records
 - d. Setoff refunds
 - e. Negotiate and monitor payment plans
 - f. Levy assets
 - g. Certify wages
2. The Secretary of the department may waive the referral of certain types of debts.
3. The department shall collect debts and assess interest in the same manner that it collects taxes and assesses interest under secs. 71.82(2), 71.91, 71.92, and 73.03 (20), Wis. Stats.
4. The department shall add an administrative fee to each debt referred for collection. The administrative fee is reviewed periodically and may be adjusted up or down to cover all costs to the department to administer this program.
5. The department shall apply payments made on delinquencies first in discharging costs, then penalties and interest, with the balance applied to principal. Once a payment or refund setoff has been posted, the agency shall be notified of such postings.
6. The department shall collect against debtors who owe multiple debts to various government entities. Proceeds collected apply first to debts owed to the department, then to debts owed for child support, then debts owed to state agencies, including the courts and the Legislature, in the order that the debts were referred, then to debts owed to authorities and local units of government in the order that the debts were referred.
7. The department shall send a Statement of Account to the debtor monthly as long as there is account activity, such as a payment or credit to the account. If there is no recent activity, a Statement of Account is sent at least once every six months. Interest is added to the account monthly.
8. The department may suspend collection action on an agency account temporarily if the debtor raises concerns that need to be addressed by the agency, such as the validity of the debt or whether the debt was previously paid. The debtors shall be advised that they must contact the agency, and department collection action will resume in 30 days unless the agency contacts the department to request additional time or recalls the debt.
9. If a payment, refund, or refundable credit is determined to be in error or is otherwise adjusted after posting to an agency debt, the department may reverse the credit with that agency.

10. The department shall close out any debt with a balance that falls below \$20.00 and return the debt to the agency as too small to pursue.
11. The department shall pursue debt collection until the debt is collected in full or the department has determined the debt is uncollectible.
12. The department shall suspend collection action on debts if the debtor files bankruptcy. It is the agency's responsibility to pursue a bankruptcy claim, if appropriate. The agency has the right to recall a debt when bankruptcy has been filed if it wishes to pursue separately.
13. The department shall send the following update files:
 - a. Debt Response File - The department shall notify the agency whether the debt was accepted or rejected in the same manner as originally submitted by the agency.
 - b. Transaction File - The department shall post transactions to the debtor's account daily. On a monthly basis, a transaction file will be transmitted to the agency.
 - c. Return Debt File - On a monthly basis, the department shall notify the agency of any collection cases that have been determined as uncollectible
14. The department shall provide a collection performance report upon request by the agency.
15. Monthly, remittances shall be posted to the agency's PeopleSoft account or through electronic funds transfer (EFT) to the agency's bank account.
16. The department shall have collectors available to assist debtors and the agency staff with debt-related issues. The department will resolve any debtor disputes pertaining only to the department's collection process and any collections taken by the department.
17. The department shall have technical staff available to create and maintain electronic file layouts, electronic reports, and other requirements as needed. Agency and department contact information will be periodically updated.
18. The Secretary of the department shall be the final authority in the resolution of any interagency disputes in regard to referral of debts.
19. The department and the agency can agree to other collection services, such as sending notices, providing the opportunity to be heard, and filing and managing bankruptcy claims.

Legal Requirements

This agreement is effective upon the signing below of the agency's and department's representatives. Amendments mutually agreed to by authorized representatives of the agency and the department shall become effective when signed and dated as an ADDENDUM to this agreement. The terms of the agreement may be renegotiated upon 60 days notice by either party.

Wisconsin Department of Revenue

By _____

Dated _____

Agency

Agency Name: _____

By _____

Print Name: _____

Print Title: _____

Dated _____

CORRESPONDENCE #1

(as listed on Agenda)



DOUGLAS COUNTY BOARD OF SUPERVISORS

November 17, 2016

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



October 17, 2016

DOUGLAS COUNTY CLERK
SUSAN T. SANDVICK
1313 BELKNAP ST RM 101
SUPERIOR WI 54880-2779

NOVEMBER 17 2016
①

SUBJECT: Assessment of Severance Share on Wood Products Cut from County Forest Lands in Douglas County

Having reported to the Department of Natural Resources in accordance with Section 28.11, Wis. Stats., that the following wood products (listed on the following pages) have been cut from lands entered under the County Forest Law, the Department determines the severance share to be:

Balance of your Forestry Account on October 17, 2016	\$0.00
Total sales value of wood products cut from County Forest Lands	\$334,351.40
Severance share of 20% of the total sales value as provided by s.28.11(9), Wis. Stats.	\$0.00

The above severance share is due by November 30, 2016 and payable to:

Wisconsin Department of Natural Resources
Attention: Bureau of Finance
PO Box 78816
Milwaukee, WI 53278-0816
Alternatively, payment may be made online at <http://dnr.wi.gov/epay/>

Sincerely,

Kathleen M. Mather
Forest Tax Account Specialist
Bureau of Forestry Business Services
Telephone: (608) 266-6982
Email: kathy.mather@wisconsin.gov

County Forest Administrator, County Forest Liaison



Wisconsin Department of Natural Resources
Timber Sales Covered by Severance Share Billing

Report: 54A_Detail
Run Date: 10/17/2016
Page: 5 of 30

Timber sales covered by this billing for county: **Douglas**

Invoice No:

Sale No.	Tract No	Sale Type	Sale Value
4148	013-13	FINAL	\$234,356.15
4185	033-13	FINAL	\$41,554.35
4242	053-14	FINAL	\$58,440.90
		Total:	\$334,351.40