OFFICIAL PROCEEDINGS

Dunn County Board of Supervisors September 17, 2025 SESSION

The County Board of Supervisors of Dunn County met in person and via teleconference on Wednesday, September 17, 2025, at 7:00 p.m. The Board was called to order by Chair McCullough. The County Clerk called the roll. Supervisors Breslin, Quinn, and Gilbert were excused. Supervisor Berndt joined at 8:12pm. All the other supervisors were present in person or online.

APPROVAL OF THE MINUTES

Supervisor Stene moved to approve the minutes of the July 30 and August 27, 2025 County Board meetings, seconded by Supervisor Lyon. Motion carried by a voice vote.

COMMUNICATIONS

Commemoration of Retirements of Susan Wilson, CNA at Neighbors of Dunn County after 27 years.

PUBLIC COMMENT

There were none.

APPOINTMENTS

Fair Board

Terms expire September 2028 Reappoint Scott Baier and Troy Steinmeyer

Above Chair Appointments need Board Confirmation

None.

Above Appointments are the Chair's

Supervisor Prochnow moved to approve appointments, seconded by Supervisor Wilsey. Motion carried by a voice vote.

REPORT OF COUNTY MANAGER

- A. 2024 Audit Presentation Kerber Rose
- B. Purchase Orders Over \$40,000 there were 4 for a total of \$672,692.
- B. 2026 Budget Update.

REPORTS OF DEPARTMENTS

Dunn County District Attorney, Treasurer, and Human Resources Department provided their annual reports. Questions were asked from the floor and responded to by each department head.

REPORT & RESOLUTION NO.40

Supervisor Morehouse moved to approve resolution No. 40, Authorizing the Issuance and Sale of Not to Exceed \$3,000,000 General Obligation Promissory Notes, Series 2025A, seconded

by Supervisor Stene. Chair McCullough asked if there were any questions. There were none. Motion carried by a roll call vote.

RESOLUTION NO. 40 RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$3,000,000 GENERAL OBLICATION PROMISSORY NOTES, SERIES 2025A

WHEREAS, on November 12, 2024, the County Board of Dunn County, Wisconsin (the "County") adopted a resolution (the "Authorizing Resolution") authorizing the issuance of general obligation promissory notes in an amount not to exceed \$3,000,000 for the purpose of paying the costs of 2025 highway projects (the "Project"); and

WHEREAS, it has been determined that the County should proceed to issue and sell its general obligation promissory notes to fund the Project as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the County that:

Section 1. Authorization of the Notes; Parameters. For the purpose of paying the costs of the Project, there shall be borrowed from a purchaser (the "Purchaser") selected through a competitive sale with the assistance and counsel of the County's financial advisor, PMA Securities, LLC, pursuant to Chapter 67 of the Wisconsin Statutes, the principal sum of not to exceed THREE MILLION DOLLARS (\$3,000,000), provided that: (i) the true interest rate to be paid on the Notes (computed taking only the Purchaser's compensation into account) shall not exceed 5.00%; and (ii) the Notes shall comply in all other respects with the terms provided herein.

Section 2. Sale of the Notes; Delegation of Authority with Respect to Final Approval. Subject to such Final Approval (defined below), to evidence such indebtedness, the County Board Chairperson and County Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the County, general obligation promissory notes aggregating the principal amount of not to exceed THREE MILLION DOLLARS (\$3,000,000) (the "Notes"). The issuance and sale of the Notes to the Purchaser is subject to final approval by the County Board Chairperson, the County Manager and the Chief Financial Officer. Such final approval shall be evidenced by the execution of an approving certificate (the approval of such issuance and sale, and the execution of said certificate shall comprise and are referred to collectively herein as the "Final Approval"). The County Board hereby delegates the authority to provide such Final Approval to the County Board Chairperson, the County Manager and the Chief Financial Officer. Said officers may act for the County Board to provide such Final Approval with respect to the Notes.

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2025A"; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered 1 and upward; and shall mature on September 1 of each year, in the years and principal amounts as set forth on the Schedule attached hereto as Exhibit A, provided, however, that the

annual principal maturities set forth on said Schedule may be increased or decreased as necessary to minimize the impact on the County's annual debt service levy and to facilitate the competitive sale of the Notes with the final maturity schedule being attached to and incorporated into the Final Approval. The maturity schedule for the Notes may include term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to date of redemption and must conform to the maturity schedule requirements set forth above.

<u>Section 4. Designation of Purchaser as Agent.</u> The County hereby designates the Purchaser as its agent for purposes of distributing the Final Official Statement relating to the Notes to any participating underwriter in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

<u>Section 5. Redemption Provisions</u>. The Notes shall not be subject to redemption prior to maturity.

Section 6. 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 a direct annual irrepealable tax sufficient for that purpose is hereby levied upon all taxable property of the County. The amounts of said direct annual irrepealable tax to be levied shall be as set forth in the amortization schedule attached to the Final Approval.

The direct annual irrepealable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the County levied in said years are collected. So long as any part of the principal of or interest on the Notes remains unpaid, the tax hereinabove levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created by Section 8 hereof.

Section 7. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 8. Debt Service Fund Account. There is hereby established a fund account separate and distinct from every other County fund or account to be designated "Debt Service Fund Account for Dunn County General Obligation Promissory Notes, Series 2025A." There shall be deposited in said fund account any premium plus accrued interest paid on the Notes at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 6 hereof and all 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. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

<u>Section 9. Borrowed Money Fund; Arbitrage Covenant.</u> The whole proceeds of the Notes (the "Note Proceeds") herein provided for (other than any accrued interest which

must be paid at the time of delivery of the Notes into the Debt Service Fund Account created in Section 8 hereof) shall be segregated in a special fund upon receipt and shall be used solely for the purposes for which borrowed or for the payment of the principal of and interest on the Notes.

The Note Proceeds may be temporarily invested in legal investments until needed provided, however, that the County hereby covenants and agrees that so long as the Notes remain outstanding, moneys on deposit in any fund or account in connection with the Notes, whether or not such moneys were derived from the proceeds of the sale of the Notes or from any other source, will not be used or invested in a manner which would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable regulations including Sections 1.148-1 through 1.148-11 of the income tax regulations, as the same exist on this date, or may from time to time hereafter be amended, supplemented or revised.

The County Clerk, or other officer of the County charged with responsibility for issuing the Notes shall provide an appropriate certificate of the County, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the County regarding the amount and use of the Note Proceeds and the facts and estimates on which such expectations are based, all as of the date of delivery and payment for the Notes.

Section 10. Additional Tax Covenants; Exemption from Rebate; Qualified Tax-Exempt Obligation Status. The County hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Notes) to assure that the Notes are obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout their term. 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 as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the County to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Notes will continue to be obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

In accordance with Section 148(f)(4)(D) of the Code, the County covenants that it is a governmental unit with general taxing powers; that the Notes are not "private activity bonds" as defined in Section 141 of the Code; that ninety five percent (95%) or more of the net proceeds of the Notes are to be used for local governmental activities of the County; and that the aggregate face amount of all tax exempt obligations (other than "private activity bonds") issued by the County, including all subordinate entities of the County, during calendar year 2025 will not exceed \$5,000,000. If for any reason the County did not qualify for the small issuer exemption or any other exemption from the rebate requirements of the Code, the County covenants that it would take all necessary steps to comply with such requirements.

The County hereby designates the Notes to be "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b)(3) of the Code and in support of such designation, 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 as of the date of delivery and payment for the Notes.

Section 11. Persons Treated as Owners; Transfer of Notes. The fiscal agent appointed pursuant to Section 14 hereof shall keep books for the registration and for the transfer of the 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 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 fiscal agent shall 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 County Board Chairperson and County Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes. 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 corresponding record date.

Section 12. 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 has heretofore agreed to the applicable provisions set forth in the DTC Blanket County Letter of Representation and an official of the County has executed such Letter of Representation and delivered it to the DTC on behalf of the County.

Section 13. Execution of the Notes. The Notes shall be issued in typewritten form, one Note for each maturity, executed on behalf of the County by the manual or facsimile signatures of the County Board Chairperson and County Clerk (except that one of the foregoing signatures shall be manual), sealed with its official or corporate seal, if any, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the delivery of the Notes, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers

are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

Section 14. Payment of the Notes. The principal of and interest on the Notes shall be paid by a fiscal agent to be identified and appointed in the Final Approval. The County Board Chairperson and County Clerk are hereby authorized to enter into a fiscal agency agreement pursuant to Section 67.10(2) of the Wisconsin Statutes with said fiscal agent.

Section 15. Continuing Disclosure. The County hereby covenants and agrees that it will comply with and carry out all of the provisions of its Continuing Disclosure Certificate, which the County Clerk will execute and deliver on the Closing Date. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this Section.

Section 16. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County or any parts thereof in conflict with the provisions hereof shall be and the same are hereby rescinded insofar as they 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.

Offered this 17th day of September, 2025, in Menomonie, Wisconsin

Adopted on: September 17, 2025 OFFERED BY THE EXECUTIVE COMMITTEE:

Kelly McCullough, Chair

ATTEST:

Andrew Mercil, County Clerk Approved as to Form and Execution:

Jim McMenomy, Corporation Counsel

REPORT & ORDIANANCE NO. 41

Supervisor Stene moved to approve ordinance No. 41, Amending Chapter 7 Section V of the Dunn County Ordinances, Fund Balance Policy, seconded by Supervisor Hedlund. Chair McCullough stated this was a first reading and asked if there were any questions. There were none.

RESOLUTION NO. 41 AMENDING CHAPTER 7 SECTION V OF THE DUNN COUNTY ORDIANCES, FUND BALANCE POLICY

The Board of Supervisors of the County of Dunn does hereby ordain as follows:

Section 1. Sections 7.5.1 and 7.5.5 of the Dunn County Code of Ordinances are repleaded and recreated to read as follows:

7.5.1 Fund Balance

The Dunn County Manager shall develop Dunn County's fund balance policy and said policy shall be approved first by the Committee on Administration and then by the Dunn County Board of Supervisors prior to implementation. It shall be the responsibility of the Dunn County Manager to implement said policy.

Section 1. Resolution No. 2023-42, approved on September 20, 2023, is rescinded.

Section 2. This Ordinance shall become effective upon adoption and publication as required by law. (This section shall not be codified.)

Offered this 17th day of September 2025, at Menomonie, Wisconsin

Enacted on: OFFERED BY THE EXECUTIVE COMMITTEE:

Published on: Kelly McCullough, Chair

ATTEST: Approved as to Form and Execution:
Andrew Mercil, County Clerk Jim McMenomy, Corporation Counsel

REPORT & RESOLUTION NO. 42

Supervisor Prochnow moved to approve resolution No. 42, Approving 2025 Budget Amendments, seconded by Supervisor Bachand. Chair McCullough asked if there were any questions. There were none. Motion carried by a roll call vote.

RESOLUTION NO. 42 AMENDING THE COUNTY SUPERVISORY DISTRICT MAP FOR DISTRICTS 24 AND 23 TO REFLECT ANNEXATION BY THE CITY OF MENOMONIE

NOW, THEREFORE, BE IT RESOLVED that the District Maps for Districts 24 and 23 be amended to transfer the following real property from Supervisory District 24 to Supervisory District 23, pursuant to the request of the City of Menomonie:

THOSE PARTS OF THE NORTHWEST QUARTER AND SOUTHWEST QUARTER OF SECTION 9, AND THOSE PARTS OF THE NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 8, ALL IN TOWNSHIP 28 NORTH, RANGE 12 WEST, DUNN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 38 MINUTES 35 SECONDS EAST, ASSUMED BEARING ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 284.51 FEET TO THE NORTHEAST CORNER OF LOT 1, CERTIFIED SURVEY MAP NO. 2969, RECORDED JUNE 16, 2004 IN VOLUME 13 OF CERTIFIED SURVEY MAPS ON PAGE 129 AS DOCUMENT NO. 513162, SAID DUNN COUNTY, AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 38 MINUTES 35 SECONDS EAST ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER, 2354.66 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 01

MINUTE 15 SECONDS WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER AND THE EAST LINE OF SAID SOUTHWEST QUARTER, 5277.78 FEET TO SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 26 MINUTES 34 SECONDS WEST, ALONG SAID SOUTH LINE OF THE SOUTHWEST QUARTER, 2641.54 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 40 MINUTES 56 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 8, A DISTANCE OF 262.44 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 40 SECONDS EAST, 33.01 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 56 SECONDS EAST, 143.80 FEET TO THE WESTERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY B; THENCE NORTH 14 DEGREES 13 MINUTES 46 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY B, A DISTANCE OF 243.86 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 32 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY B, A DISTANCE OF 843.12 FEET; THENCE NORTH 01 DEGREE 32 MINUTES 23 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY B, A DISTANCE OF 202.04 FEET; THENCE NORTH 89 DEGREE 24 MINUTE 28 SECONDS WEST, 284.35 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 56 SECONDS EAST, 256.10 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 38 SECONDS EAST, 280.82 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY B; THENCE NORTH 01 DEGREE 19 MINUTES 25 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY B, A DISTANCE OF 324.57 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 32 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY B, A DISTANCE OF 131.23 FEET; THENCE NORTH 03 DEGREES 41 MINUTES 07 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY B, 262.98 FEET; THENCE NORTH 00 DEGREE 06 MINUTES 32 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY B, A DISTANCE OF 131.23 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 38 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY B, A DISTANCE OF 393.58 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 46 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY B, A DISTANCE 393.70 FEET; THENCE NORTH 02 DEGREES 10 MINUTES 37 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY B, A DISTANCE OF 262.65 FEET: THENCE NORTH 00 DEGREES 01 MINUTE 46 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY B, A DISTANCE OF 206.62 FEET; THENCE NORTH 14

DEGREES 06 MINUTES 14 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY B, A DISTANCE OF 244.26 FEET: THENCE NORTH 89 DEGREES 50 MINUTES 16 SECOND WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY B, A DISTANCE OF 144.12 FEET; THENCE NORTH 00 DEGREE 09 MINUTES 45 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY B, A DISTANCE OF 66.00 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 16 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY B, A DISTANCE OF 144.12 FEET; THENCE NORTH 14 DEGREES 06 MINUTES 28 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY B, A DISTANCE OF 242.31 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 46 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF COUNTY HIGHWAY B, A DISTANCE OF 426.70 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID CERTIFIED SURVEY MAP NO. 2969; THENCE SOUTH 89 DEGREES 10 MINUTES 27 SECONDS EAST, ALONG SAID SOUTH LINE OF CERTIFIED SURVEY MAP NO. 2969, A DISTANCE OF 355.89 FEET TO SAID EASTERLY LINE OF CERTIFIED SURVEY MAP NO. 2969; THENCE NORTH 01 DEGREE 06 MINUTES 05 SECONDS WEST, ALONG SAID EASTERLY LINE OF CERTIFIED SURVEY MAP NO. 2969, A DISTANCE OF 625.57 FEET TO THE POINT OF BEGINNING.

FURTHER BE IT RESOLVED that the County Board Supervisory District Map amendments be placed on file in the Dunn County Land Information Office, the State of Wisconsin Government Accountability Board, the Legislative Technology Services Bureau, and the Wisconsin Department of Administration.

Offered this 17th day of September 2025, at Menomonie, Wisconsin.

Adopted on: July 30, 2025 OFFERED BY THE EXECUTIVE COMMITTEE:

Kelly McCullough, Chair

ATTEST:

Andrew Mercil, County Clerk

Approved as to Form and Execution:

Jim McMenomy, Corporation Counsel

Budget Impact

None.

Background Information

The Dunn County Board of Supervisors adopted the current Supervisory District boundaries in November of 2021 pursuant to Resolution 21-64. Section 59.10(3)(c)1., Wis. Stats., authorizes the County Board to amend the plan of supervisory districts to reflect a municipal annexation as long as no additional districts are created.

On August 8, 2025, the City of Menomonie adopted Ordinance No. 2025-04, approving annexation of one parcel of real property. The City has requested that the County amend the boundaries of Supervisory Districts 24 and 23 to move the annexed parcel from Supervisory District 24, representing the Town of Red Cedar, to Supervisory District 23, representing the City of Menomonie.

At the time the Supervisory Districts were adopted, Supervisory District 24 has a population of approximately 1566 persons and Supervisory District 23 had a population of approximately 1494 persons. The population of the annexed property is estimated at 0 persons. These amendments will not materially impact either Supervisory District or any county ordinance.

This is largely a housekeeping action. If the amendment is not approved, the City of Menomonie will have to create a new voting ward for just the annex property, requiring additional ballots and voting equipment for the new voting ward created for the annexed property.

REPORT AND RESOLUTION NO. 43

Supervisor Bauer moved to approve resolution No. 43, 2025 Budget Amendments, seconded by Supervisor Bachand. Chair McCullough asked if there were any questions. There were none. Motion carried by a roll call vote.

RESOLUTION NO. 43 APPROVING 2025 BUDGET AMENDMENTS

NOW, THEREFORE, BE IT RESOLVED that effective with the publication of the notices required by law, the budget of the County of Dunn, Wisconsin, for the year beginning January 1, 2025, is amended by the following amounts to the line-item account numbers shown:

2025 Budget Amendment Requests			Revenue			
CJCC Council-Grants						
529005	Contractual/Consulting	\$75,000				
435000	State-Grant (SCIP New Grant)		\$75,000			
527000	Agency Contracts	\$60,000				
534025	Medical Supplies (non-billable)	\$3,000				
539070	Machinery & Equipment	\$4,000				
437000	Local–Grant (New Grant 2025-2026; Vital Strategies)		\$37,000			
486000	Other Grant Contributions (Opioid Manufacturer Settlement – Required Match)		\$30,000			
Department of Health – Administration						
539010	Staff Appreciation	\$2,125				
492000	Transfer From-Other Funds		\$2,125			
Department of Health – Public Health Grants						
511000	Salaries & Wages	\$54,166				
	1-Grants 529005 435000 527000 534025 539070 437000 486000 f Health – 539010 492000 f Health –	1-Grants 529005 Contractual/Consulting 435000 State—Grant (SCIP New Grant) 527000 Agency Contracts 534025 Medical Supplies (non-billable) 539070 Machinery & Equipment 437000 Local—Grant (New Grant 2025-2026; Vital Strategies) 486000 Other Grant Contributions (Opioid Manufacturer Settlement — Required Match) f Health — Administration 539010 Staff Appreciation 492000 Transfer From-Other Funds f Health — Public Health Grants	I-Grants 529005 Contractual/Consulting \$75,000 435000 State—Grant (SCIP New Grant) 527000 Agency Contracts \$60,000 534025 Medical Supplies (non-billable) \$3,000 539070 Machinery & Equipment \$4,000 437000 Local—Grant (New Grant 2025-2026; Vital Strategies) 486000 Other Grant Contributions (Opioid Manufacturer Settlement — Required Match) f Health — Administration 539010 Staff Appreciation \$2,125 492000 Transfer From-Other Funds f Health — Public Health Grants			

1510010900	437000	Local–Grant (New Grant 2025-2026; Vital Strategies)		\$32,500		
1510010900	486000	Other Grant Contributions (Opioid Manufacturer Settlement – Required Match)		\$21,666		
Human Services – Behavior Health – Grants						
3120020900	527000	Agency Contracts	\$60,820			
3120020900	437000	Local-Grant (New Grant 2025-2026)		\$30,410		
3120020900	486000	Other Grant Contributions (Opioid Manufacturer Settlement – Required Match)		\$30,410		
Human Services – Family & Children						
3120030900	525075	Mentoring	\$15,000			
3120030900	435000	State-Grant (G312000094.2525)		\$15,000		
Human Servic	ces – ADR	C				
3120050900	526065	Home Delivered Meals	\$396			
3120050900	435000	State-Grant (G312000009.2425)		\$396		
3120050900	534335	Misc. General Expenses	\$11,100			
3120050900	435000	State-Grant (G312000031.2525)		\$11,100		
Human Services – Economic Support						
3120040900	511005	Attendance Hours	\$31,017			
3120040900	515005	Federal-ER Social Security	\$1,923			
3120040900	515010	Federal-ER Medicare	\$449			
3120040900	435000	State-Grants (G312000007.2525)		\$33,389		
Human Services – Birth to Three Grants						
3120070900	534335	Misc. General Exp	\$2,000			
3120070900	437000	Local-Grants (G312000134.2525		\$2,000		
Total Budget	Amendme	ent Request	\$320,996	\$320,996		

BE IT FURTHER RESOLVED the Board authorizes the Department of Administration to enter and maintain the information contained herein in a manner based upon generally accepted accounting standards and that effective with the publication of the proceedings of this meeting the following changes are, hereby, adopted.

Dated the 17th of September 2025, at Menomonie, Wisconsin.

Adopted on: September 17, 2025 OFFERED BY THE EXECUTIVE COMMITTEE:

Kelly McCullough, Chair

ATTEST:

Andrew Mercil, County Clerk

Approved as to Form and Execution:

Jim McMenomy, Corporation Counsel

<u>Budget Impact:</u> Adoption of this resolution increases the 2025 adopted budget by \$320,996. Adoption of this resolution has no impact upon the current year tax levy.

Background Information:

The Executive Committee has considered the justifications for the proposed 2025 Budget Amendment and recommends that the Board adopt the carryforward as being in the best interest of the County. The adoption of this resolution has no impact on the current year's tax levy.

<u>Administration – Criminal Justice Collaboration Division</u>

Dunn County Criminal Justice Collaborating Council (DCCJCC) received a Wisconsin Department of Justice State Crisis Intervention Program (SCIP) grant award of \$75,000 for Mobile Peer Support Expansion. Funds will be used to expand mobile peer support throughout Dunn County by partnering and contracting with Wisconsin Milkweed Alliance (WIMA). Partnering will bring this innovative program forward and will redefine how crisis services are implemented in Dunn County through the Kaleidoscope Center and Mobile Peer Support model. The funds will provide Mobile Peer Support services in Dunn County, delivering seven-day-per-week, trauma-informed, non-clinical outreach and follow-ups to individuals experiencing mental health, substance use, and related behavioral health challenges. This proposal seeks to fill critical gaps in Dunn County crisis response system by providing meaningful, recovery-oriented support to individuals in need.

Department of Health – Administration

A commercial refrigerator used in the Health Department was sold at auction for \$2,125.00. This unexpected funding will be used to fund employee appreciation items such as blank cards to celebrate work anniversaries and branded clothing to identify staff members when they are working community events.

Human Services

The Human Services Department received a CST Supplemental Award in the Family and Children's Unit in the amount of \$15,000. An additional \$11,100 in the ADRC Unit for the Aging and Disability grant and the Economic Support unit was awarded and an additional \$33,389 from the Child Care Administration grant was received. The additional \$33,389 will be used to replace Levy that was funding a portion of Salary & Fringe since this grant is not used for other purposes. This will free up County Levy that can be returned to the General Fund at year end. The Human Services Department received a Playgroup grant in the Birth to Three Unit in the amount of \$2,000. An additional \$396 was awarded to the ADRC Unit for the Nutritional Support grant.

<u>Criminal Justice Collaboration Division, Department of Health & Department of Human Services</u>

The Health & Human Services Board provided a Letter of Support for the Vital Strategies grant application in June encouraging the use of Dunn County Opioid Settlement match funding and allowing the three Dunn County agencies to apply. The County was awarded this competitive funding to support evidence-based harm reduction strategies for substance use disorder in Wisconsin rural communities. The awarded funding and matching opioid funds will be used to:

- Support the installation of a 24/7 Harm Reduction Vending Machine in the Jail Lobby and increase capacity for WIMA Peer Support Services for the Criminal Justice Collaborating Division;
- Support the Overdose Fatality Review Team with staff time in the Health Department; and
- Maintain peer support in the First Episode Psychosis (FEP) Program and introduce sameday intake assessments for PWUD at Arbor Place in the Human Services Department.

Please note that some opioid settlement funds were already budgeted in the 2025 year offsetting the request for matching funds.

REPORT AND ORDINANCE GARY AND KORLEE WITZEL REZONE PETITION DUNN COUNTY, WISCONSIN REPORT NO. 44

Supervisor Morehouse moved to approve ordinance No. 44, Gary and Korlee Witzel Rezone Petition, seconded by Supervisor Berndt. Chair McCullough asked if there were any questions. There were none. Motion carried by a roll call vote.

The Planning, Resources and Development Committee respectfully submits the following report on a request received by the Planning and Land Use Control Division from Gary and Korlee Witzel, owners, to rezone the following property described in the Town of Red Cedar from General Agriculture (GA) to Residential (R2):

Lot 1 of Certified Survey Map Number 514, located in the Northeast Quarter of the Southwest Quarter of Section 31, T.28N., R.12W., Town of Red Cedar, Dunn County, Wisconsin, EXCEPT the following described parcels of land located within said Lot 1:

Parcel 1

Commencing at the Northeast corner of said Lot 1; thence on an assumed bearing of West, along the North line of said Lot 1, 408.13 feet to an iron pipe; thence South 21°59'49" West, 133.00 feet to an iron pipe for the point of beginning of the parcel herein described; thence continuing South 21°59'49" West, 56.96 feet to a 1" diameter axel shaft; thence North 84°15'27" West, 126.64 feet to an iron pipe; thence North 29°28'58" East, 67.25 feet to an iron pipe; thence South 80°51'01" East, 115.70 feet to the point of beginning.

Parcel 2

Commencing at the Northeast corner of said Lot 1; thence on an assumed bearing of West, along the north line of said Lot 1, a distance of 408.13 feet to an iron pipe; thence South 21°59'49" West, 61.38 feet to an iron rod for the point of beginning of the parcel herein described; thence South 241.66 feet to an iron rod on the Northeasterly right-of-way line on County Trunk Highway "J"; thence North 52°11'48" West, along said right-of-way line 220.42 feet to an iron pipe; thence South 84°07'53" East 126.54 feet (recorded as North 84°15'27" West, 126.64 feet) to a 1" axel shaft; thence North 21°59'49" East, 128.87 feet (recorded as South 21°59'49" West, 128.58 feet), to the point of beginning.

Parcel 3

Commencing at the Northwest corner of said Lot 1; thence South 21°59'49" West 133 feet; thence North 80°51'01" West 115.70 feet; thence South 29°28'58" West 67.25 feet; thence South 52°11'48" East along the Southerly line of said Lot 1 to a point directly South of the point of beginning; thence at 90 degree angle North 334.02 feet plus or minus to the point of beginning.

FINDINGS OF FACT AND RECOMMENDATION

A Class II notice was published in the Colfax Messenger on August 6 and August 13, 2025, establishing a public hearing on August 20, 2025. Based on the evidence received in the public hearing and the testimony from the petitioner, and in consideration of the factors set forth in Section 13.6.0.06 of the Dunn County Comprehensive Zoning Ordinance, the Committee concludes and recommends that the request for amendment be approved, for the following reasons: (1) The proposed amendment is consistent with the Dunn County Comprehensive Land Use Plan and the Town's Future Land Use Map, both of which designate the parcel for residential use; (2) The proposed Residential 2 (R2) zoning classification is compatible with the surrounding land use pattern, including nearby rural residential uses and the City of Menomonie's R1 zoning district; and (3) The amendment will protect public health, safety, and welfare, safeguard environmental resources, and support orderly residential development in a location already planned for such use.

The area of the parcel is 3.77 acres.

Dated this 20th day of August 2025, at Menomonie, Wisconsin.

ORDINANCE NO. 44

AMENDING THE COMPREHENSIVE ZONING ORDINANCE, TOWN OF RED CEDAR

The Dunn County Board of Supervisors does hereby ordain as follows:

The Comprehensive Zoning Ordinance for the County of Dunn, Wisconsin is hereby amended by rezoning the above-described property:

FROM GENERAL AGRICULTURE (GA)

to RESIDENTIAL (R2)

The official zoning map of the Town of Red Cedar on file in the Environmental Services Department shall be amended in accordance with this ordinance.

This ordinance shall be effective upon passage and publication as provided in Section 59.14 of the Wisconsin Statutes. This ordinance shall not be codified.

Offered this 20th day of August 2025, at Menomonie, Wisconsin.

Adopted on: September 17, 2025 OFFERED BY THE PLANNING, RESOURCES

AND DEVELOPMENT COMMITTEE:

Thomas Quinn, Chair

ATTEST:

Andrew Mercil, County Clerk

COUNTERSIGNED:

Approved as to Form and Execution:

Jim McMenomy, Corporation Counsel

Kelly McCullough, Chair

Dunn County Board of Supervisors

REPORT & ORDINANCE NO. 33

Supervisor Stene moved to approve ordinance No. 33, Proposed Human Resources Code modification, seconded by Supervisor Stori. Chair McCullough stated this was the second reading and asked if there were any questions. Statement were made and questions asked from the floor and responded to by County Administration. Motion carried by a voice vote.

REPORT AND RESOLUTION NO. 45

Supervisor Bachand moved to approve resolution No. 45, Adopting Administrative Policies, seconded by Supervisor Wolf. Chair McCullough asked if there were any questions. There were none. Motion carried by a voice vote.

RESOLUTION NO. 45 ADOPTING ADMINISTRATIVE POLICIES

WHEREAS, the Dunn County Board of Supervisors recognizes the importance of maintaining clear, consistent, and effective administrative policies to guide county operations and ensure accountability, transparency, and efficiency in governance; and

WHEREAS, the following administrative policies have been reviewed and recommended for adoption to support the County's strategic and operational goals:

- Budget Amendment and Adjustment Policy
- Job Titles and Descriptions Policy
- Salary Administration Policy

NOW, THEREFORE, BE IT RESOLVED by the Dunn County Board of Supervisors that the above-listed administrative policies are hereby adopted and shall be implemented as official policies of Dunn County, effective immediately upon passage of this resolution.

BE IT FURTHER RESOLVED that the County Manager is authorized to take all necessary steps to ensure the proper dissemination, training, and enforcement of these policies across all relevant departments and personnel.

Offered this 17th day of September, 2025, at Menomonie, Wisconsin.

Adopted on: September 17, 2025 OFFERED BY THE COMMITTEE ON

ADMINISTRATION: Vaughn Hedlund, Chair

Andrew Mercil, County Clerk

ATTEST:

Approved as to Form and Execution: Jim McMenomy, Corporation Counsel

Budget Impact: There is no impact to budget.

Background Information:

The attached policies will govern how Administration will carry out key functions relating to staffing, compensation, policy administration and budget adjustments.

REPORT AND RESOLUTION NO. 46

Supervisor Hagan moved to approve resolution No. 46, Resolution Recognizing the Contributions of the Foodwise Program in Dunn County and Acknowledging the Conclusion of Federal SNAP-ED Funding, seconded by Supervisor Berndt. Chair McCullough asked if there were any questions. There were none. Motion carried by a roll call vote.

RESOLUTION NO. 46

A RESOLUTION RECOGNIZING THE CONTRIBUTIONS OF THE FOODWISE PROGRAM IN DUNN COUNTY AND ACKNOWLEDGING THE CONCLUSION OF FEDERAL SNAP-ED FUNDING

WHEREAS, the FoodWIse program, administered through UW–Madison Division of Extension and funded by the Supplemental Nutrition Assistance Program Education (SNAP-Ed), has provided essential nutrition education and outreach in Dunn County for many years; and

WHEREAS, federal funding for the FoodWIse program is ending due to the elimination of SNAP-Ed dollars in Wisconsin, leading to the conclusion of FoodWIse programming in Dunn County effective September 30, 2025; and

WHEREAS, the FoodWIse team in Dunn County has made a lasting impact by delivering high-quality, research-based education and resources to individuals and families across the community; and

WHEREAS, over the past five years, the FoodWIse program in Dunn County has reached:

- 1,223 unique learners,
- Conducted 363 educational sessions,
- Made 4,991 educational contacts, and
- Partnered with 22 community organizations to deliver equitable access to food and nutrition education; and

WHEREAS, the FoodWIse team has played a vital role in several impactful community initiatives, including:

- Collaborating with Stepping Stones Food Pantry and Feed My People to launch the Whole Community Foods Program, improving culturally relevant food access for Hispanic and Hmong families;
- Co-creating the Summer Activity Passport and Winter Challenge with Health Dunn Right, which led to the continuing success of Explore Menomonie, encouraging family engagement and outdoor activity;
- Supporting Community Health Needs Assessments alongside local coalitions to guide health improvement planning;
- Partnering with the Chronic Conditions Prevention Action Team to support community-based health education;

- Establishing and sustaining the Market Match program at the Menomonie Farmers Market, while representing local markets in statewide conversations on nutrition incentive programs;
- Bringing the Story Walk to Lakeside Park in Menomonie in collaboration with Health Dunn Right, promoting literacy and outdoor activity;
- Increasing diabetes risk awareness through screenings and education in the community;
- Participating in community family events to expand reach and provide engaging, hands-on nutrition education to families across Dunn County; and
- Expanding food access in underserved rural areas by providing equipment and resources to gas stations in Boyceville, Wheeler, and Ridgeland to offer fresh produce;

NOW, THEREFORE, BE IT RESOLVED, that the Dunn County Board of Supervisors formally recognizes and expresses its deep appreciation for the work of the FoodWIse staff and the positive impact they have had on the health and well-being of Dunn County residents;

BE IT FURTHER RESOLVED, that the County acknowledges the loss of SNAP-Ed funding as a significant setback to community nutrition programming, and remains committed to exploring future opportunities to support similar efforts at the local level.

Offered this 17th day of September, 2025 at Menomonie, Wisconsin

Adopted on: September 17, 2025 OFFERED BY THE COMMITTEE ON

ADMINISTRATION:

ATTEST: Vaughn Hedlund, Chair

Andrew Mercil, County Clerk

Approved as to Form and Execution: Jim McMenomy, Corporation Counsel

REPORT AND ORDINANCE NO. 47

Supervisor Wilsey moved to approve ordinance No. 47, Amending Chapter 7 Section VI of Dunn County Ordinances, Fees 7.6.01 Sheriff's Office, seconded by Supervisor Gjestson. Chair McCullough stated this was a first reading and would be brought back at the next meeting.

ORDINANCE NO. 47 II. <u>FEES</u>

7.6.01 Sheriff's Office

A. **Service of Process.** The fee for each service or attempted service by the Sheriff of a summons or any other process for commencement of an action, writ, an order of injunction, subpoena, or any other order shall be \$100/per person or entity served. Fee includes three attempts, mileage & return postage. \$25 for service to additional party if: at the same address, involving the same case, served at the same time as original service. Each additional attempt over 3 ,(if requested) \$25. Prepayment required \$45, plus travel reimbursement at the current IRS rate.

- B. **Bond Processing Fee.** Any person posting a bond on a charge from an agency outside of Dunn County shall be required to pay a \$10.00 fee.
- C. Booking Fee.
- (1) Any person received into the Dunn County jail shall be required to pay a booking fee of \$25.00 for each period of incarceration to pay for the costs associated with intake processing and release.
- (2) The booking fee shall not be charged except to criminal defendants who have been convicted of the charges relating to the period of incarceration.
- (2) Subjects assessed booking fee that are acquitted of charges may apply for reimbursement of booking fee.
- D. **Warrant Fee.** Any person served a warrant by or on behalf of the Dunn County Sheriff's Office shall be required to pay a \$50.00 fee for each warrant served.
- E. **Execution on Judgment.** The fee for service by the Sheriff of an execution on a judgment demanding payment thereof or other writ not provided for shall be \$45, \$100.00 plus travel reimbursement at the current IRS rate. If the attendance of a Sheriff's Deputy is required, other than for service, there shall be a fee of \$55 \$75.00 for each hour in excess of the first hour or any part thereof. (07/25/2018)
- F. Sheriff Sales. The fee for posting of Sheriff's sales shall be \$75. The fee for conducting Sheriff's sales shall be \$75. (07/18/2007) (06/19/2019) The fee for posting & sale is \$150.00. Pre-payment is required, and the fee is non-refundable

REPORT AND ORDINANCE NO. 48

Supervisor Gjestson moved to approve ordinance No. 48, Amending Chapter 26 Section VI Maintenance and Board of Prisoners, seconded by Supervisor Wisley. Chair McCullough stated this was a first reading and would be brought back at the next meeting.

26.03 Huber Law Prisoner.

Each Huber prisoner sentenced in Dunn County who is confined in the jail shall be liable for the cost of his or her maintenance and board in the amount of \$30.00 for first day and \$20.00 per day afterwards for the period during which he or she is so confined. The rate shall be reduced to \$5.00 \$15.00 per day for prisoners who are unemployed and seeking employment. Each Huber prisoner sentenced in other jurisdictions who is confined in the jail shall be liable for the cost of his or her maintenance and board in the amount of \$30.00 for first day and \$25.00 per day for the period during which he or she is so confined. All Huber prisoners monitored with a GPS tracking device while on Huber release shall be liable for an additional charge of

\$5.00 per day. (10/18/2017) plus a one time \$35.00 initial set up fee. A non-refundable one-time processing fee for out of county Huber transfers shall be \$100.

26.035 Non-Huber Law Prisoners.

Each Non-Huber prisoner sentenced in Dunn County who is confined in the jail shall be liable for the cost of his or her maintenance and board in the amount of \$5.00

\$30.00 for first day and \$15.00 per day afterwards for the period for which he or she is so confined. (02/16/2011)

26.04 Home Detention Participants.

Any prisoner who is under the supervision of the Dunn County Sheriff's Office Department by means of electronic monitoring shall pay the sum of \$25.00 \$30.00 per day, together with a one-time processing fee, per incident, of \$25.00. \$35.00 (10/18/2017)

26.05 Community Service Participants.

Any person sentenced in Dunn County who is under the supervision of the Dunn County Sheriff's Department Office for court ordered community service shall be charged \$1.00 per hour of work, together with a one time processing fee of \$25.00. (11/10/2009)

26.07 Other County Prisoners.

A county boarding its prisoners at the Jail shall pay the sum of \$60.00 per day for each such prisoner, unless otherwise authorized by the Dunn County Board of Supervisors.—The Sheriff and the Administrative Coordinator County Manager may agree to enter into a contract which deviates from the regularly established daily rate above.—In the event that the Sheriff and Administrative Coordinator deviate from the daily rate established above, they shall report such deviation at the next regular meeting of the Dunn County Board of Supervisors in which the Board shall either accept or reject the daily rate deviation.

Announcements were made from the floor. The Chair declared the meeting adjourned at 9:25 pm.

Respectfully submitted, ANDREW MERCIL, DUNN COUNTY CLERK