

**MEETING OF THE RUSK COUNTY  
BOARD OF SUPERVISORS  
OCTOBER 9, 2012  
7:00 P.M.**

Meeting called to order by Chair Randy Tatur at 7:00 p.m.

Roll Call. Present – 19. Present: Boss, Biller, Nawrocki, Hauser, Knops, Roth, Lieffring, Swoverland, Pedersen, Schneider, Gierke, Schmitt, Fisher, Hulback, Mai, Willingham, Freeman, Platteter, Tatur.

Invocation by Ron Freeman of Keystone New Life Alliance Church.

Pledge of Allegiance led by Mark Schmitt, District #13 Supervisor.

**APPROVAL OF MINUTES**

Motion by Knops, second by Swoverland to approve minutes of August 28, 2012. Motion carried by aye vote.

**RECOGNIZE SPECIAL GROUPS AND INDIVIDUALS**

Junior Fair Chairman, Andy Johnson and Terry Dusell provided update and thanked those who donated time to the event. Ticket sales and revenue were down from last year. Plans for next year have already begun. They are receptive to suggestions. Civic groups have indicated interest in sponsoring. A video is available to view in the UWEX office.

**PROCLAMATION**

Chair Tatur read the Northern Bridges Connections & Choices in Long Term Care Proclamation Statement.

**APPOINTMENTS**

Public Health Officer/Supervisor - Celina Cooper: Motion by Schneider, second by Schmitt to approve appointment. Motion carried by aye vote.

CDBG Housing Consortium - Carolyn Martin: Motion by Swoverland, second by Hauser to approve appointment. Motion carried by aye vote.

**REPORT**

Rusk County Forestry 2013 Work Plan: Motion by Hauser, second by Lieffring to approve work plan. Discussion on number of miles of ATV trails in the county. Motion carried by aye vote.

**RESOLUTION #12-21 RUSK COUNTY EMT ON-CALL WAGE INCREASE**

WHEREAS, EMTs that work for the Rusk County Ambulance Service are paid an hourly wage for on call time and;

WHEREAS, the last increase for on-call pay was over 5 years ago and;

WHEREAS, the Committees involved agree that a raise in the on-call pay is warranted and;

WHEREAS, the money for this raise is included in the 2013 budget and will not affect the Levy and;

NOW, THEREFORE, BE IT RESOLVED, that the Rusk County Board of Supervisor's will raise the EMTs on-call pay to \$2.50 per hour effective the first day of January 2013.

Submitted by Personnel Committee: S/Fisher, Mai, Willingham, Swoverland.

Motion by Pedersen, second by Fisher to adopt. Schneider abstained. Resolution adopted by aye vote.

**RESOLUTION #12-22 2013 COUNTY FOREST VARIABLE ACREAGE SHARE PAYMENTS**

WHEREAS, Counties having lands entered as "County Forest Lands" under the provisions of a.a. 28.11 (4) (b) of the WISCONSIN STATUTES, annually receive from the state as a non-interest bearing loan, the amount of preservation and maintenance of such lands; and

WHEREAS, said loan monies are repaid through a 20% Severance tax on timber sales revenue coming from County Forest Lands unless a higher rate is mutually agreed to by the County and Department; and

WHEREAS, the provisions of Section 28.11 (8) (b) 1. enacted in 1979 make it possible for the County at its option to receive instead of the payment based on \$.10 per acre, a payment more closely related to meeting the needs identified in its County Forest 15 Year Plan on the basis of \$.50 per acre.

NOW, THEREFORE, BE IT RESOLVED, that we the Rusk County Board of Supervisors in consideration of meeting the needs identified in our County Forest 15 Year Plan hereby request the Department of Natural Resources to provide the 2012 payment to the County under s.s. 28.11 (8) (b) 1. on the basis of \$.50 for each acre of our County Forest Lands, and

BE IT FURTHER RESOLVED, that the Clerk is hereby authorized and directed to file this request with the Department of Natural Resources prior to December 31 preceding the year in which said payment is being requested to be made.

Submitted by Forestry Committee. S/Schneider, Nawrocki, Boss, Biller, Hauser.

Motion by Schneider, second by Hauser to adopt. Resolution adopted by aye vote.

**RESOLUTION #11-39G AMEND 2012 BUDGET FOR SKINNER CREEK COUNTY FORESTRY ROAD IMPROVEMENT PROJECT**

WHEREAS, the Rusk County Forestry Department is eligible to receive a grant in the amount of \$81,965.00 to upgrade the Skinner Creek County Forest road from the Flambeau State Forest road; and

WHEREAS, this grant requires a 10% match of the total project cost of \$91,072.00 (which amounts to \$9,107.00 in County funds);

WHEREAS, the Rusk County Highway Department could do this road project this fall.

NOW THEREFORE BE IT RESOLVED, that the Rusk County Board of Supervisors accepts the State grant of \$81,965.00 and approves transferring \$9,107.00 from 2012 Stumpage revenue to serve as the 10% match required for the State grant.

BE IT FURTHER RESOLVED that the Rusk County Highway Department does the Skinner Creek Road Project this fall.

BE IT FURTHER RESOLVED that the Rusk County Board of Supervisors approves amending the 2012 budget as follows for this grant:

County Road Aids Budget:

<u>Account Number</u>	<u>Name of Account</u>	<u>Original</u>	<u>Amended</u>	<u>Adjustment</u>
100-82-56113-366	Road Aids-Maint.	13,977.60	13,977.60	0.00
100-82-56113-810	Road Aids-Skinner Rd.	0.00	91,072.00	91,072.00
Total Expenses		13,977.60	105,049.60	91,072.00
100-82-43573-000	Road Aids-St. Aid	6,988.80	88,953.80	81,965.00

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100-82-49100-000 Road Aids-Trans. Powerline	6,988.80	6,988.80	0.00
100-82-49101-000 Road Aids-Trans. Stumpage	<u>0.00</u>	<u>9,107.00</u>	<u>9,107.00</u>
Total Revenues	13,977.60	105,049.60	91,072.00

Within the Forestry Budget:

100-61-56111-924 Transf. Stumpage to Rd. Aids	0.00	9,107.00	9,107.00
100-61-46811-000 Net Stumpage Revenue	450,598.69	459,705.69	9,107.00

Submitted by Forestry Committee: S/Tatur.

Motion by Hauser, second by Knops to adopt. Motion by Boss, second by Lieffring to amend by including the language from the original resolution bringing back the Highway Department to do the project. Roll call. Voting yes – 15. Voting no - 4. Voting yes: Roth, Lieffring, Pedersen, Schneider, Gierke, Schmitt, Fisher, Hulback, Mai, Willingham, Freeman, Platteter, Boss, Nawrocki, Tatur. Voting no: Knops, Swoverland, Biller, Hauser. Amendment passed by roll call vote. Roll call. Voting yes – 17. Voting no - 2. Voting yes: Roth, Lieffring, Swoverland, Pedersen, Schneider, Gierke, Schmitt, Fisher, Hulback, Mai, Willingham, Freeman, Platteter, Boss, Biller, Nawrocki, Tatur. Voting no: Hauser, Knops. Resolution as amended adopted by roll call vote.

#### **RESOLUTION #12-23 SUPPORTING ADEQUATE FUNDING FOR RAIL PRESERVATION**

WHEREAS, Rusk County is a member of the Northwoods Rail Transit Commission; and

WHEREAS, the Northwoods Rail Transit Commission's mission statement is: "To sustain and enhance safe, reliable and efficient rail service critical to the businesses, communities, and economies in northern Wisconsin and the Upper Peninsula of Michigan"; and

WHEREAS, rail lines in northern Wisconsin have been reduced and eliminated over the years, forcing increasingly heavier truck traffic to move goods from point to point; and

WHEREAS, the Wisconsin Department of Transportation oversees surface transportation as part of their statutory authority; and

WHEREAS, the Wisconsin Department of Transportation created a Freight Railroad Preservation Program to help communities and shippers preserve freight rail service during an era when widespread railroad bankruptcies and line abandonments threatened the availability of rail service in Wisconsin; and

WHEREAS, the Freight Rail Preservation Program provides grants to local units of government, industries, and railroads for the purpose of preserving essential rail lines and rehabilitating them following purchase, and

WHEREAS, the 2009-2011 state budget provided \$60 million for the biennium in bonding authority for the Freight Rail Preservation Program, and

WHEREAS, the 2011-2013 state biennium budget for the Freight Rail Preservation Program was reduced to \$30 million, and

WHEREAS, the Northwoods Rail Transit Commission has gone on record supporting increased funding for the Freight Rail Preservation Program.

NOW, THEREFORE, BE IT RESOLVED, that the Rusk County Board of Supervisors, supports increasing funding from the \$30 million in the 2011-2013 biennium budget to \$90 million in the 2013-2015 biennium budget for the Freight Rail Preservation Program, and

BE IT FURTHER RESOLVED, that copies of this resolution are sent to Governor Scott Walker, Secretary of Transportation Mark Gottlieb, State Senator Jerry Petrowski, State Representative Mary Williams and the Northwoods Rail Transit Commission.

Approved and adopted this 9th day of October, 2012.

Submitted by County Board Chair. S/Tatur.

Motion by Platteter, second by Pedersen to adopt substitute resolution. Tatur explained reason for substitution. Substitute resolution adopted by aye vote.

#### **RESOLUTION #12-24 COOPERATIVE AGREEMENT COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING CONSORTIUM AGREEMENT**

##### **COOPERATIVE AGREEMENT**

##### **Community Development Block Grant Housing Consortium Agreement**

This Agreement is entered by and among Ashland, Bayfield, Burnett, Douglas, Iron, Price, Rusk, Sawyer and Washburn (collectively "Counties"), all of whom are counties and political subdivisions of the State of Wisconsin. This Agreement is entered into for the purposes of forming a Community Development Block Grant (CDBG) Housing Consortium that shall be known as the **Northwest Regional Housing Consortium** created to implement and administer the CDBG Housing Program within its boundaries. This Agreement will commence upon the date of the fully executed copy of this Agreement and after the Counties have adopted their respective Cooperative Resolutions.

WHEREAS, the State's CDBG Housing Program Method of Distribution requires the formation of regional Housing Consortia comprised of county governments; and

WHEREAS the Method of Distribution further authorizes the Consortium's lead government to enter into a contract with the Department of Administration (DOA) related to the administration of the CDBG Housing Program; and

WHEREAS, the Counties have all determined that it is in their best interest to enter into this Agreement, thus forming a Consortium; and

WHEREAS, the Consortium is applying for CDBG Program funding from the Wisconsin Department of Administration to use and provide services as outlined in the CDBG Grant Contract and Implementation Manual; and

WHEREAS, the Counties understand by entering into this Agreement they allow their eligible residents to have access to CDBG Housing Program funding.

NOW THEREFORE, it is the intent of this Agreement to establish an allocation of responsibility by and among the Counties for the following aspects of the CDBG Housing program:

- 1) Financial management;
- 2) Financial accountability;
- 3) Provision of services;
- 4) Funding distribution method;
- 5) Administrative services; and
- 6) Overall responsibility for the Grant Contract that will be entered into by and between the Consortium and DOA.

##### **CONTRACT CONTACT REPRESENTATIVES**

The following individuals are hereby designated as the official contact person for the identified county. These individuals shall be authorized to make decisions binding upon each party hereto, and, will accept any and all official notices delivered under this Contract, or any amendment, addendum or exhibit thereto.

**Ashland County** – Mr. Jeff Beirl, County Administrator  
Official Street Address: 201 W. Main St., Ashland WI 54806  
Email Address: jeff.beirl@co.ashland.wi.us  
Telephone: 715-682-7015

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**Bayfield County** – Mr. Mark Abeles-Allison, County Administrator  
Official Street Address: PO Box 878, Washburn, WI 54891  
Email Address: [markaa@bayfieldcounty.org](mailto:markaa@bayfieldcounty.org)  
Telephone: 715-373-6181

**Burnett County** – Mr. Don Taylor, County Chairman  
Official Street Address: 7410 County Road K #116, Siren WI 54872  
Email Address:  
Telephone: 715-349-2181

**Douglas County** – Mr. Steve Rannenberg, Planning & Zoning Administrator  
Official Street Address: Courthouse Building, 1313 Belknap Street, Room 206, Superior, WI 54880  
Email Address: [steve.rannenberg@douglascountywi.org](mailto:steve.rannenberg@douglascountywi.org)  
Telephone: 715 395-1380

**Iron County** – Mr. Mike Saari, County Clerk  
Official Street Address: 300 Taconite St, Suite 101, Hurley, Wisconsin 54534  
Email Address: [clerk@ironcountywi.org](mailto:clerk@ironcountywi.org)  
Telephone: 715-561-3375

**Price County** – Mr. Robert Kopisch, County Board Chairman  
Official Street Address: Courthouse 126 Cherry St Phillips, WI 54555  
Email Address: [rkopisch@centurytel.net](mailto:rkopisch@centurytel.net)  
Telephone: 715-339-4688

**Rusk County** – Mr. Randy Tatur, County Board Chairman  
Official Street Address: 311 Miner Avenue East, Suite C150, Ladysmith, WI 54848  
Email Address: [rtatur@citizens-tel.net](mailto:rtatur@citizens-tel.net)  
Telephone: 715-532-2100

**Sawyer County** – Mr. Hal Helwig, County Board Chairman  
Official Street Address: 10610 Main Street, Suite 10, Hayward, WI 54843  
Email Address: [halvh@centurytel.net](mailto:halvh@centurytel.net)  
Telephone: 715-634-4866

**Washburn County** – Mr. Mike Keefe, Administrative Coordinator  
Official Street Address: P.O. Box 337, Shell Lake, WI 54871  
Email Address: [adminper@co.washburn.wi.us](mailto:adminper@co.washburn.wi.us)  
Telephone: 715-468-4624

County contact representatives may be replaced upon written notice to all other parties to this Contract.

#### DOA CDBG HOUSING GRANT CONTRACT

The CDBG Housing Grant Contract between DOA and the Northwest Regional Housing Consortium is attached and incorporated by reference herein. This Consortium Agreement shall be interpreted consistent with the DOA CDBG Housing Grant Contract. Any amendment to or modification of the DOA CDBG Housing Grant Contract shall be automatically incorporated as an amendment to or modification of this Consortium Agreement. Each County in the Northwest Regional Housing Consortium is bound by, and responsible for compliance with, the applicable state and federal regulations set forth in the DOA CDBG Housing Grant Contract. The Counties, as parties to this Agreement, hereby understand and agree that the Lead County is hereby delegated the responsibility for executing the DOA CDBG Housing Grant Contract on the Consortium's behalf and no other County shall be authorized to enter into the DOA CDBG Housing Grant Contract on the Consortium's behalf. If the Lead County does not approve the DOA CDBG Housing Grant Contract, it shall provide notice to all Counties as soon as practical.

#### ENVIRONMENTAL REVIEW REQUIREMENT

Non-lead counties in which a project is located agree to cooperate with the lead county in its environmental review, to comply with any mitigation requirements or other conditions on approval of the project included in the lead county's environmental review, to permit the lead county to monitor compliance with those conditions, and to correct any deviations from those conditions identified by the lead county.

#### DESIGNATION OF LEAD COUNTY

The Counties hereby designate Douglas County as the Lead County for purposes of this Agreement. The Lead County shall be responsible for the duties of the Lead County as set forth herein. The Lead County, along with the Counties in the Northwest Regional Housing Consortium, shall together monitor and ensure the Consortium's compliance with the DOA CDBG Housing Grant Contract. Each County agrees it has a programmatic responsibility for the Consortium's operations and compliance with the DOA CDBG Housing Grant Contract.

#### DUTIES OF LEAD COUNTY

As the Lead County, Douglas County shall have the following duties and responsibilities:

1. Complete and submit the CDBG Housing Grant Application on behalf of the Northwest Regional Housing Consortium.
2. Serve as the contact agency on behalf of the Consortium Counties for purposes of the DOA CDBG Housing Grant Contract. The Lead County is the only County authorized to act on the Consortium's behalf with respect to the DOA CDBG Housing Grant Contract or dealings between the Consortium and DOA.
3. Serve as fiscal agent for purposes of this Agreement. The Lead County will:
  - a. Provide an accounting of all CDBG Housing Grant program funds provided to the Northwest Regional Housing Consortium by the State. The accounting will be consistent with the reporting and audit standards set forth in the DOA CDBG Housing Grant Contract.
  - b. Bear the responsibility for the billing and collection of funds associated with this Agreement.
4. Participate in the Agreement in conjunction with the Consortium members, and take on the responsibility for the fulfillment of the contractual obligations. Each County in the Northwest Regional Housing Consortium is bound by and responsible for meeting the performance standards set forth in the DOA CDBG Housing Grant Contract.
5. Act as the Hiring Agent for the third-party CDBG program administrator (if applicable). The Lead County is required to meet federal procurement obligations as set forth by DOA.
6. Designate the Northwest Regional Housing Consortium Housing Committee.
7. In addition to providing for its own audit as provided herein, the Lead County shall be responsible for all audit obligations set forth in the DOA CDBG Housing Grant Contract. Douglas County shall be responsible for all audit disallowances or adjustments and/or fiscal penalties.

#### RESIGNATION OR REMOVAL OF THE LEAD COUNTY AGENCY

**Resignation:** The Lead County may resign as Lead County by providing the other Counties and the Department of Administration with a 60-day written notice of its intent to resign.

**Removal:** The Lead County may be removed as Lead County for cause by the other Counties with a 3/4ths vote of the Northwest Regional Housing Consortium Housing Committee and/or the Department of Administration. Such removal shall be based upon the substantial failure of the Lead County to perform the essential functions of the Lead County. The Lead County should be provided with at least a thirty (30) day notice, in writing, of the meeting at which a vote on removal will be taken. Upon resignation or removal of the Lead County, a new Lead County shall be appointed by a 3/4ths vote of the Consortium Housing Committee provided the county appointed as Lead County accepts such appointment.

#### DUTIES OF COUNTIES PARTICIPATING IN THE NORTHWEST REGIONAL HOUSING CONSORTIUM

The Consortium Counties understand and agree that the rights, duties, and obligations set forth in this Agreement and any addenda are intended to be binding and enforceable by, between and among the participating Counties. The Counties understand and agree that this Agreement may be enforced by the Lead County and by any participating County or collection of Counties.

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In addition to any duties and responsibilities set forth in this Agreement, each County shall be responsible for the following:

1. Dissemination of CDBG housing funding information to their citizens.
2. Provision of CDBG information within their County during the County's regularly scheduled business hours.
3. Provision to interested residents of copies of the CDBG Application materials via electronic and paper media.
4. Compliance with the CDBG Housing Final Application Requirements in order to secure funding for the Northwest Regional Housing Consortium.
5. Meeting State and Federal service and performance standards set forth in the DOA CDBG Housing Grant Contract and applicable state licensure and certification requirements as expressed by the State and Federal rules and regulations applicable to the services covered by this Agreement and any addendum.
6. Cooperating with participating Counties in establishing reasonable procedures for the administration of this Agreement.

#### NORTHWEST REGIONAL CONSORTIUM HOUSING COMMITTEE

There is hereby created a Consortium Housing Committee made up of the County Administrators (or their equivalent), or their designee, from each participating County. The Committee shall meet on an as-needed basis to discuss this Agreement, each County's responsibilities under this Agreement, and any other matters or issues related to this Agreement or to the DOA CDBG Housing Grant Contract. The Lead County will seek guidance from the Northwest Regional Consortium Housing Committee on matters of fiscal or programmatic significance to the Consortium.

The Consortium Housing Committee shall make recommendations to the Lead Agency, but shall have no power to modify the terms and conditions of this Agreement, or any addendum, nor shall the Consortium Housing Committee have any authority to bind the Lead County to any decision or recommendation.

#### FISCAL AND PROGRAM ADMINISTRATION

The Lead County is responsible for the administration of this Agreement and for the accounting of the Federal funds received by the Lead County associated with this Contract. The Lead County shall comply with the financial reporting requirements set forth in the DOA CDBG Housing Grant Contract.

#### PROCUREMENT AND SUBCONTRACTING

The Lead County may bid out administrative services to a third-party. It is expressly understood that no more than one CDBG Program Administrator (or Agency) will operate within boundaries of the Northwest Regional Housing Consortium. The Northwest Regional Housing Consortium shall conduct all procurement transactions in a manner consistent with the DOA CDBG Housing Grant Contract and State and Federal law. Consortium Counties may not subcontract for any service covered by the Consortium Agreement without prior written consent of the Lead County and the Department of Administration. Any and all subcontracts shall comply with the DOA CDBG Housing Grant Contract. The Consortium shall remain responsible for any subcontracted services. All subcontracts must adhere to the Department's policies and procedures.

#### AGREEMENT ADDENDA

Participating Counties shall enter into Supplemental Agreements related to the provision of services to the Consortium and fulfillment of the obligations set forth in the DOA CDBG Housing Grant Contract. The Supplemental Agreements shall become Addenda to this Agreement if not already set forth in this Agreement. The Addenda are enforceable by, between, and among the Counties. The Lead County is hereby authorized to execute any and all Addenda contemplated herein on behalf of the Counties and the Consortium. All of the Consortium's performance standards, terms, conditions and obligations set forth in the DOA CDBG Housing Grant Contract are hereby incorporated into the terms of any and all Addenda and shall be enforceable by the Lead County and any other participating County. All Addenda shall be attached to this Agreement and a copy of the Agreement, including all Addenda, shall be provided to each County as soon as possible during the term of this Agreement, including any renewal term.

#### RECORDS

The Lead County shall maintain CDBG housing records and financial statements as required by State and Federal laws, rules, and regulations. The Lead County bears legal and fiscal responsibility for the housing records and housing financial statements of all other participating counties.

#### TERMINATION CLAUSE

A participating County may terminate this Agreement by delivering written notice to the other participating Counties and the Department of Administration by Certified Mail, Return Receipt Requested, not less than sixty (60) days prior to termination. The date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. The County terminating its participation shall refund to the Department within forty-five (45) days of the effective date of notice of termination any payment received by said County which exceeds actual costs incurred in carrying out the project as of the date of termination.

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree to the terms of this Agreement.

The following representatives have been duly authorized to sign this agreement as representatives of their respective counties:

Submitted by County Board Chair Tatur: S/Tatur, Boss.

Motion by Swoverland, second by Hauser to adopt. Resolution adopted by aye vote.

#### **RESOLUTION #12-25 SUPPORTING LEGISLATION REQUIRING ONLINE-ONLY RETAILERS TO COLLECT AND REMIT WISCONSIN SALES TAX**

WHEREAS, under current law many online-only retailers are refusing to collect and remit sales taxes in states where they do not have a physical presence; and

WHEREAS, this creates an unfair price advantage for online-only retailers over traditional brick-and-mortar businesses that provide Wisconsin-based jobs; and

WHEREAS, as the amount of unpaid tax by some people grows, more revenue needs to be collected from everyone else to compensate; and

WHEREAS, uncollected Wisconsin state and local sales tax revenue is estimated between \$100 and \$200 million annually; and

WHEREAS, sales tax revenues are an important component of state and local government budgets; and

WHEREAS, this resolution supports all Wisconsin residents, businesses and units of government.

NOW, THEREFORE, BE IT RESOLVED that Rusk County does hereby support legislation requiring online retailers with subsidiaries or affiliates located in Wisconsin to collect and remit Wisconsin state and local sales tax.

Submitted by County Board Chair. S/Tatur, Boss.

Motion by Platteter, second by Knops to adopt. Roll call. Voting yes – 11. Voting no - 8. Voting yes: Pedersen, Schneider, Schmitt, Fisher, Hulback, Mai, Willingham, Freeman, Platteter, Knops, Roth. Voting no: Lieffring, Swoverland, Gierke, Boss, Biller, Nawrocki, Hauser, Tatur. Resolution adopted by roll call vote.

#### **RESOLUTION #12-26 ORDINANCE TO REZONE A PARCEL FROM AGRICULTURAL TO RESIDENTIAL-RECREATIONAL 2 IN THE TOWN OF WASHINGTON**

WHEREAS, Dale Brown has presented a petition to rezone a parcel in Gov't Lots 2 & 3 – Section 34 – T33N – R7W also known as Lots 1-4, CSM 541, Town of Washington; and

WHEREAS, a public hearing was held by the Rusk County Zoning Committee and the committee having acted, subsequent thereto, in considering the request; and

WHEREAS, the committee recommends the amendment in application of the Rusk County Zoning Ordinance to subject real estate upon petition submitted by the Town of Washington.

NOW, THEREFORE, BE IT RESOLVED, That the Rusk County Board of Supervisors does hereby ordain that said parcel of real estate be rezoned from Agricultural to RR-2.

Submitted by Zoning Committee: S/Willingham, Fisher, Mai, Schmitt, Schneider.

Motion by Willingham, second by Schmitt to adopt. Motion by Willingham, second by Fisher to amend by using substitute resolution. CeCe Tesky Zoning Administrator explained reasoning for substitute. Motion carried by aye vote. Resolution as amended adopted by aye vote.

#### **RESOLUTION #07-07G**

#### **REVISION TO THE RUSK COUNTY COMPREHENSIVE ZONING AND SHORELAND ORDINANCES**

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WHEREAS, the Rusk County Zoning Committee has met and reviewed the Rusk County Comprehensive Zoning and Shoreland Ordinances; and

WHEREAS, a public hearing was held by the Rusk County Zoning Committee and the committee having acted, subsequent thereto, in considering the revisions; and

NOW, THEREFORE, BE IT RESOLVED, the Rusk County Zoning Committee recommends the following amendments to the Rusk County Comprehensive Zoning and Shoreland Ordinances. See attached.

Submitted by Zoning Committee. S/Willingham, Fisher, Mai, Schmitt, Schneider.

Motion by Willingham, second by Knops to adopt. Motion by Willingham, second by Knops to amend by using substitute resolution. Tesky explained reasoning for substitute. Motion carried by aye vote. Resolution as amended adopted by aye vote.

#### **DISCUSSION AND POSSIBLE MOTION**

Title VI Complaint Procedure: Tatur explained the procedure. Motion by Hulback, second by Fisher to approve. Motion carried by aye vote.

2013 Budget Review: Rosemary Schmit, Finance Director distributed, reviewed and addressed questions on the 2013 Budget Estimate. Fisher explained cost savings related to combining several departments.

#### **ANNOUNCEMENTS**

Tatur advised board of numerous compliments he received on the presentation on Mental Health in the Jail Setting done by Ted East at the WCA Conference and the 2011 WCCA Conference hosted by County Clerk, Denise Wetzel.

Break at 8:44 p.m.  
Reconvened at 8:51 p.m.

For the Purpose of Negotiating the Sale of the Rusk County Nursing Home

Closed Session announced by Chair for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, WI Stats 19.85(1)(e).

Motion by Platteter, second by Fisher to enter closed session. Roll Call. Voting yes - 19. Voting no – 0. Voting yes: Boss, Biller, Nawrocki, Hauser, Knops, Roth, Lieffring, Swoverland, Pedersen, Schneider, Gierke, Schmitt, Fisher, Hulback, Mai, Willingham, Freeman, Platteter, Tatur. Motion carried by roll call vote.

#### **CLOSED SESSION AT 8:51 p.m.**

Motion by Schmitt, second by Lieffring to return to open session. Motion carried by aye vote.

#### **OPEN SESSION AT 9:18 p.m.**

Motion by Freeman, second by Swoverland to approve Asset Purchase Agreement for the Rusk County Nursing Home. Roll Call. Voting yes - 19. Voting no – 0. Voting yes: Swoverland, Pedersen, Schneider, Gierke, Schmitt, Fisher, Hulback, Mai, Willingham, Freeman, Platteter, Boss, Biller, Nawrocki, Hauser, Knops, Roth, Lieffring, Tatur. Motion carried by roll call vote.

#### **ADJOURNMENT**

Motion by Hulback, second by Schmitt to adjourn. Motion carried by aye vote. Meeting adjourned at 9:20 p.m.

Next meeting November 15, 2012 at 9:00 a.m.

Denise Wetzel, Rusk County Clerk  
Bonnie Stoneberg, Chief Deputy Clerk