

**Oneida County Board of Supervisors
Regular Meeting February 19th 2008**

Chairman Smith called the meeting to order at 9:30 a.m. in the County Board Meeting Room at the Oneida County Courthouse. There was a brief moment of silence, followed by the Pledge of Allegiance.

Members present: Supervisors Gary Baier, Ted Cushing, Paul Dean, Franklin H. Greb, Larry Greschner, Doug Hall, Guy Hansen, John Hoffman, Scott Holewinski, Jack Martinson, Matt Matteson, Bob Metropulos, David O'Melia, Wilbur Petroskey, Tom Rudolph, Jim Sharon, Andrew Smith, Romelle Vandervest, Charles Wickman, Peter Wolk and John R. Young.

Members absent/excused – NONE

Others present: Robert Bruso, County Clerk, Mary Bartelt, Deputy County Clerk, Brian Desmond, Corporation Counsel and John Potters, County Coordinator. Teens Active in Government: Keri Kerns (Absent), Samantha Stelmack, Eric Klemm. (Complete sign-in sheet is part of Clerk's official file)

Announcements: Chairman Smith reminded Supervisors to use their microphones when addressing the floor and those addressing the Board to sign the attendance form at podium.

Accept late resolutions and ordinances for placement on the agenda.

Motion/second Petroskey/Vandervest to accept Late Resolution #14-2008 offered by Supervisors of the Oneida County Tourism Council regarding Section 2.56 – Oneida County Tourism Council and Late Resolution #15-2008 offered by Supervisors of the Labor Relations and Employee Services Committee regarding a Service Agreement Contract and place on the amended agenda. All "ayes" on voice vote.

Approval of the January 15th 2008 meeting minutes.

Motion/second Hoffman/Hall to approve the January 15th 2008 meeting minutes.

Supervisor Rudolph stated that on page two, line two, the word "bio" should read "501" and also in the same line, after the word "and" insert the word "with" and the word "designation" to follow after the word "status." This in turn should read, "tax exempt, a 501 1C3 non-profit organization and with State of Wisconsin charitable status designation."

Chairman Smith noted that on page one to approve the December 11th, 2007 minutes, November 13th 2007 was entered in error. The correct meeting minutes should be "December 11th 2007."

All "ayes" on voice vote to approve the minutes as changed and corrected.

Presentation of petitions and other communications

- **Retirement Plaques and Service Awards**

Those receiving Retirement Plaques were:

Steven Winchell, Kirk Miller, Bob Maass, Bill Treder, Forrest Black and Geri Wallin.

Those receiving Service Awards were: Debra Shawl, Bernard Wanty, Leonard Allen, Kenneth Wollenzein, Kathleen Belliveau, Otona Lavender, Dianne Jacobson, Laurie Stein, Susan Piazza, William Breivogel, John Jefferson, Patricia Wrycha, Thomas Johnson, Bradley Paddock, Keith Palubicki, Scott Tromp, Nancy Schauer, Joshua Drews, Karl Jennrich, Lila Dumar, Anne Cirilli, Debra Durchslag, Arlene Kellett, Jill Krueger, Debra Drake, David Kroll, Phillip Schmidt, Jill Butzlaff, Deda Kulhanek, Steven LaBrasca, Tracy Congleton, Sara Gardner, Lloyd Gauthier, Jr., Jack Lemke, Debora Nelson, Donna Levknecht, Cheryl Cummings, Mary Gadzalinski, Jennifer Hackbarth, Amy Kohn, Michelle Weizenicker, Patricia McKenzie, Wilda Skubal, Jonna Jewell, David O'Melia, Thomas Rudolph, John Young, Theodore Cushing, Franklin Greb, Scott Holewinski and Jack Martinson

- **Web Email Resource for County Board Supervisors presented by ITS**
Lynne Grube, ITS Director presented to the County Board the option of receiving their email over the Oneida County Web site. This resource is being offered to all the County Board Supervisors who are interested in receiving their email on a County provided email address. There is also a Resource/Media room in the Courthouse located on the first floor which the Supervisors may use, if they choose. Therefore, Supervisors would not have to use their personal computer at home or work. A sign up sheet was passed around for any County Board Supervisor who would be interested in this resource offer.

Special reports – NONE

Appointments and Elections

- **Approve List of Emergency Fire Wardens for Oneida County**

Motion/second Baier/Martinson to approve the list of Emergency Fire Wardens for Oneida County. All “ayes” on voice vote.

Unfinished business – NONE

Consideration of Resolutions and Ordinances

Resolution #4 – 2008 offered by Supervisors of the Emergency Management Committee regarding entering into the Northeast Wisconsin Mutual Aid Compact for County Emergency Management Assistance (NEWMAC).

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, emergencies involving natural disasters and/or technological incidents may arise within the boundaries of Counties located in the Northeast Wisconsin Emergency Management Region, which may require additional assistance beyond each county’s own resources; and

WHEREAS, the training and/or expertise of Emergency Management staff personnel throughout the Northeast Wisconsin Emergency Management Region could be requested to assist in dealing with natural disasters and/or technological incidents within the geographical boundaries of the Northeast Wisconsin Emergency Management Region; and

WHEREAS, the parties recognize that natural disasters and/or technological incidents can more effectively be handled by pooling of human resources; and

WHEREAS, the parties have authority to enter into this Mutual Aid Agreement pursuant to Sections 59.03, 59.04, 66.0301, 66.0313, 66.0314, and 166.30 of the Wisconsin State Statutes.

NOW, THEREFORE, BE IT RESOLVED: that the Oneida County Board of Supervisors authorizes and directs the County to enter into a Mutual Aid Compact consistent with the terms of the proposed Northeast Wisconsin Mutual Aid Compact for County Emergency Management Assistance (NEWMAC), a copy of which is attached hereto

BE IT FUTHER RESOLVED: that the Oneida County Board of Supervisors, hereby authorizes the County Board Chairperson, the County Emergency Management Director and the County Clerk to enter into the Northeast Wisconsin Mutual Aid Compact for County Emergency Management Assistance (NEWMAC).

Approved by the Emergency Management Committee this 19th day of December 2007

Offered and passage moved by Supervisors Doug Hall, Larry E. Greschner, David O’Melia, Matt Matteson, Doug Hall and Mike Geiger, TAG Representative.

NEWMAC
NorteastWisconsinMutaidCompact
For
County Emergency Management Assistance

This Mutual Aid Agreement is made and entered into this _____ day of _____ 200_ by and between the participating Counties within the Northeast Wisconsin Emergency Management Region (Florence, Forest, Langlade, Lincoln, Marathon, Marinette, Menominee, Oconto, Oneida, Portage, Shawano, Vilas, Wood) as authorized by their respective governing bodies.

WHEREAS, emergencies involving natural disasters and/or technological incidents will arise within the boundaries of Counties located in the Northeast Wisconsin Emergency Management Region, which may require additional assistance beyond each county's own resources; and

WHEREAS, the training and/or expertise of Emergency Management staff personnel throughout the Northeast Wisconsin Emergency Management Region could be requested to assist in dealing with natural disasters and/or technological incidents within the geographical boundaries of the Northeast Wisconsin Emergency Management Region; and

WHEREAS, the parties recognize that natural disasters and/or technological incidents can more effectively be handled by pooling of human resources; and

WHEREAS, the parties have authority to enter into this Mutual Aid Agreement pursuant to Sections 59.03, 59.04, 66.0301, 66.0313, 66.0314, and 166.30 of the Wisconsin State Statutes.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. The parties agree to use their best efforts to ensure the public safety and protect the citizens within the confines of the geographical jurisdictions of the respective parties.
2. The duration of this agreement shall be a one-year period; the Agreement shall automatically be renewed on a year-to-year basis. Any of the parties may terminate this Agreement by providing at least ninety (90) days written notice of said intent to terminate participation in the Agreement to all other parties to the Agreement.
3. No separate legal entity will be created by this Agreement.
4. The power to make a request for assistance or to provide assistance under this Agreement shall reside in the Emergency Management Department of each respective county.
5. It is expressly understood and agreed by the parties hereto that the rendering of assistance under the terms of this Agreement shall not be mandatory, and shall be within the sole discretion of the party receiving the request. Assistance may be refused, and assistance which is being provided may be terminated at any time, within the sole discretion of the party receiving the request. In situations where the responding Emergency Management staff personnel are unable to furnish the requested assistance they will notify the requesting County as soon as practicable that assistance will not be rendered. No county may make any claim whatsoever against the requested County for refusal of assistance.
6. All personnel acting for a member under this agreement shall, at all times, remain an employee of the person's own county. Emergency Management Staff provided under this agreement shall be at no charge to the requesting County. However, any expenses incurred by the assisting County recoverable from third parties, responsible parties or State and Federal disaster assistance funds shall be reimbursed to the assisting County.
7. In case of an incident, Emergency Management staff personnel will operate under the established command structure of the requesting County.
8. During the term of this agreement, each county shall maintain the following General Liability Insurance coverage's: \$1,000,000 bodily injury and \$1,000,000 property damage. Each county shall immediately upon execution of this contract, provide each other with a certificate evidencing such insurance. In the event that any county receives notification of cancellation of such policy, said county shall immediately notify all other participating counties of such

notice. In the event that any county has its policy cancelled, each of the other counties may, by written notice terminate this agreement.

9. No party operating under the terms of this Agreement shall discriminate against any individual because of race, color, religion, sex, age, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability, status as a veteran of the Vietnam era, or any other legally protected status in any manner, prohibited by the laws of the State of Wisconsin or the laws of the United States.

Survival: The terms and conditions of this Agreement shall survive completion of the services under this Agreement or any termination of this Agreement.

Waiver: A waiver by any party of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement for being void should a provision which is of the essence of this Agreement be determined void.

Integration: This Agreement, including issued Task Orders (and their respective attachments, if any), represents the entire and integrated agreement between the parties. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Assignment: No party shall assign any rights or duties under the Agreement without the prior written consent of the other parties. Unless otherwise stated in written consent to an assignment, no assignment will release or discharge the assignor from any obligation under the Agreement.

No Construction Against Any Party: This Agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against any party.

Multiple Originals: This contract may be executed in multiple originals, each of which together shall constitute a single agreement.

Captions: The parties agree, that in the contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

No Partnership or Joint Venture: This contract shall not in any way be deemed to create a partnership or joint venture between the parties of the Agreement.

Statutory Protections: It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the parties of any immunity, liability limitation or other protection available to them under any applicable statute or other law. To the extent that any provision of this contract is found by any court or competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the party shall apply unless the party elects otherwise.

Compliance with Laws: The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

IN WITNESS WHEREOF, the parties have executed this Agreement.

County Emergency Management Director Date

County Board Chairperson Date

County Clerk Date

**Roll call: 20 ayes 0 nay 1 absent (Sharon) 0 abstain.
Student Representatives: 2 ayes 0 nay 1 absent (Kerns) 0 abstain.**

Resolution #5-2008 offered by Supervisors of the Land & Water Conservation Committee regarding applying for an Aquatic Invasive Species Grant Program from the WDNR.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, Oneida County has over 1100 lakes, and one of the highest concentrations of natural lakes in the world, and

WHEREAS, the quality of these waters is being threatened by non-native aquatic invasive species; and

WHEREAS, education is one of the keys to making the public aware of the adverse impact of non-native aquatic invasive species on the quality of our waters; and

WHEREAS, Oneida County recognizes the need for a workable plan that will allow for the prevention and the introduction of non-native aquatic invasive species, and reduce or eliminate non-native aquatic invasive species already present in some bodies of water; and

WHEREAS, the Oneida County Land & Water Conservation Department (Department) will continue to increase public awareness of the non-native aquatic invasive species problem by implementing planning and prevention activities to control the spread of aquatic invasive species at an estimated cost of \$33,333.00, and

WHEREAS, 75% percent of the cost of such planning and prevention activities may be paid by a grant from the Wisconsin Department of Natural Resources (WDNR).

WHEREAS, the Land & Water Conservation Department must apply for a grant through the "Aquatic Invasive Species" Grant Program through WDNR to receive funding.

NOW, THEREFORE, BE IT RESOLVED, that the Department is authorized to apply for 75% funding assistance for such programming under the "Aquatic Invasive Species" Grant Program from the WDNR.

BE IT FURTHER RESOLVED, that the Oneida County Board of Supervisors hereby authorizes Thomas D. Rudolph, Chairman of the Oneida County Land & Water Conservation Committee, to submit an application to the WDNR for \$25,000 in grant funds for an aquatic invasive species education, planning, and prevention program to be undertaken and completed by the Department in calendar year 2008.

BE IT FURTHER RESOLVED, that the Department is authorized to meet the County's 25% share of the financial obligations of this aquatic invasive species, through the assignment of Department personnel to work on and complete the project, including timely publication of the results.

Approved by the Oneida County Land & Water Conservation Committee this 16th day of January 2008. Offered and passage moved by Supervisors Thomas D. Rudolph, Wilbur Petroskey, Jack Martinson, Guy Hansen, Rod Kuczmariski and Matt Matteson.

Motion/second Rudolph/Matteson to amend resolution on Line 40, to insert a comma after the word program and after the word to, add the following wording "sign documents and take the necessary action to undertake direct, and complete the approved Aquatic Invasive Species Control Grant." Also, on Line

40, strikethrough the word "be" and also all of Line 41 "undertaken and completed by the Department in calendar year 2008" be stricken.

Roll call to amend resolution: 21 ayes 0 nays 0 absent 0 abstain.

Student Representatives: 2 ayes 0 nay 1 absent (Kerns) 0 abstain.

Motion/second Holewinski/Martinson to amend the amended resolution to remove the name Thomas D. Rudolph from Line 38.

Roll call to amend the amended resolution: 19 ayes 2 nay (Rudolph, Metropulos) 0 absent 0 abstain.

Student Representatives: 2 ayes 0 nay 1 absent (Kerns) 0 abstain.

Roll call on resolution amended twice: 21 ayes 0 nays 0 absent 0 abstain.

Student Representatives: 2 ayes 0 nay 1 absent (Kerns) 0 abstain.

Resolution #6-2008 offered by Supervisors of the Finance and Insurance Committee regarding 2007 Line Item Transfers.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, Section 65.90(5)(a) dictates that appropriations in the Oneida County budget may not be changed unless authorized by a vote of two-thirds of the entire membership of the County Board of Supervisors, and

WHEREAS, the Finance and Insurance Committee has reviewed and does recommend the 2007 transfers listed below,

NOW, THEREFORE, BE IT RESOLVED the Oneida County Board of Supervisors authorizes and directs the budget transfers as listed below:

Transfer from:	Comm: Board of Health Public Health Revenues
Transfer to:	Public Health Expenses
Amount:	\$8,261
Re:	To apply additional revenues received to related expenses

Transfer from:	Comm: Board of Health State Aid-Public Health Preparedness
Transfer to:	Public Health Preparedness
Amount:	\$4,800
Re:	To apply additional state aids received to related expenses

Transfer from:	Comm: Board of Health State Aid-Women, Infants and Children
Transfer to:	Women Infants and Children expenses
Amount:	\$2,490
Re:	To apply additional state aids received to related expenses

Transfer from:	Comm: Finance and Insurance Applied Cont. Appropriation-ITS
Transfer to:	Information Technology Services capital purchase
Amount:	\$32,326
Re:	To apply carryforward balances to 2007 budget

Transfer from:	Comm: Social Services State Aid-Community Options Program
Transfer to:	Community Options Program expenses
Amount:	\$27,587
Re:	To apply additional state aids received to related expenses

Transfer from:	Comm: Commission on Aging Administration Program Income
Transfer to:	Administration expenses

Amount:	\$1,955
Re:	To apply additional revenues received to related expenses

Transfer from:	Comm: Commission on Aging Intergovernmental Rev-Energy Assistance
Transfer to:	Energy Assistance expenses
Amount:	\$23,826
Re:	To apply additional intergovernmental revenue received to related expenses

Transfer from:	Comm: Commission on Aging Fund Balance applied-DOT Trust
Transfer to:	Transportation Expenses
Amount:	\$2,056
Re:	To apply carryforward monies to 2007 budget

Transfer from:	Comm: Emergency Management State Aid-Ambulance
Transfer to:	Ambulance expenses
Amount:	\$8,102
Re:	To apply additional state aids received to related expenses

Transfer from:	Comm: Board of Health Public Health Donations
Transfer to:	Public Health expenses
Amount:	\$1,483
Re:	To apply donations received to related expenses

Transfer from:	Comm: Forestry and Recreation State Aid-Sustainable Forest
Transfer to:	Forestry capital expenses
Amount:	\$3,750
Re:	To apply additional state aids received to related expenses

Transfer from:	Comm: Law Enforcement Applied Continuing Appn-Criminal Diversion
Transfer to:	Criminal Diversion expenses
Amount:	\$3,000
Re:	To apply carryforward monies to 2007 budget

Transfer from:	Comm: Social Services State Aid-Medical Assistance Transportation
Transfer to:	Medical Assistance Transportation
Amount:	\$10,000
Re:	To apply additional state aids received to related expenses

Transfer from:	Comm: Social Services State Aid-Base Allocation
Transfer to:	Social Services expenses
Amount:	\$7,534
Re:	To apply additional state aids received to related expenses

Transfer from:	Comm: Emergency Management
Transfer to:	HAZMAT expenses
Amount:	\$2,199
Re:	To apply additional state aids received to related expenses

Transfer from:	Comm: Board of Health Public Health Revenues
Transfer to:	Public Health expenses
Amount:	\$3,518
Re:	To apply additional revenues received to related expenses

Transfer from:	Comm: Social Services State Aid-Kinship Care
Transfer to:	Kinship Care expenses
Amount:	\$3,974
Re:	To apply additional state aids received to related expenses

Transfer from:	Comm: Social Services State Aid-Burials
Transfer to:	Burial expenses
Amount:	\$10,000
Re:	To apply additional state aids received to related expenses

Transfer from:	Comm: Law Enforcement DARE/Crime Prevention Contributions
Transfer to:	DARE/Crime Prevention expenses
Amount:	\$1,280
Re:	To apply additional revenues received to related expenses

Transfer from:	Comm: Law Enforcement State Aid-Safety Grant
Transfer to:	Sheriff's capital expenses
Amount:	\$45,000
Re:	To apply additional state aids received to related expenses

Transfer from:	Comm: Emergency Management Sale of Materials
Transfer to:	Weather Radios
Amount:	\$305
Re:	To apply additional revenues received to related expenses

Transfer from:	Comm: Emergency Management State Aid-Domestic Preparedness
Transfer to:	Domestic Preparedness expenses
Amount:	\$15,786
Re:	To apply additional state aids received to related expenses

Transfer from:	Comm: Board of Health Fund Balance applied-Family Planning
Transfer to:	Family Planning expenses
Amount:	\$10,246
Re:	To apply carryforward monies to 2007 budget

Transfer from:	Comm: Board of Health Fund Balance applied-Sanitarian
Transfer to:	Sanitarian expenses
Amount:	\$7,655
Re:	To apply carryforward monies to 2007 budget

Transfer from:	Comm: Social Services State Aid-Community Relocation Program
Transfer to:	Community Relocation expenses
Amount:	\$28,750
Re:	To apply additional state aids received to related expenses

Transfer from:	Comm: Social Services State Aid-Residential Care Center
Transfer to:	Residential Care Center expenses
Amount:	\$44,462
Re:	To apply additional state aids received to related expenses

Transfer from:	Comm: Social Services State Aid-Medical Assistance Transportation
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Transfer to:	Medical Assistance Transportation expenses
Amount:	\$14,000
Re:	To apply additional state aids received to related expenses

Transfer from:	Comm: Social Services State Aid-Economic Support
Transfer to:	Economic Support expenses
Amount:	\$32,612
Re:	To apply additional state aids received to related expenses

Transfer from:	Comm: Social Services State Aid-Children and Families
Transfer to:	Children and Families expenses
Amount:	\$1,266
Re:	To apply additional state aids received to related expenses

Transfer from:	Comm: Social Services State Aid-Medical Assistance Case Management
Transfer to:	Social Services base expenses
Amount:	\$793
Re:	To apply additional state aids received to related expenses

Transfer from:	Comm: Social Services County Share of Third Party Liability
Transfer to:	Social Services base expenses
Amount:	\$509
Re:	To apply additional revenue received to related expenses

Transfer from:	Comm: Land and Water Conservation State Aid-Wildlife Damage
Transfer to:	Wildlife Damage expenses
Amount:	\$5,800
Re:	To apply additional state aids received to related expenses

Approved by the Finance Committee this 28th day of January 2008.
Vote Required: Majority = 2/3 Majority = XX $\frac{3}{4}$ Majority = _____
Offered and passage moved by Supervisors Andrew P. Smith, John R. Young, John Hoffman, Frank H. Greb and Ted Cushing.

Motion/second Cushing/Vandervest to waive the reading of Resolution #6-2008. All "ayes" on voice vote.

Roll call: 21 ayes 0 nays 0 absent 0 abstain.
Student Representatives: 2 aye 0 nays 1 absent (Kerns) 0 abstain.

Resolution #7-2008 – offered by Supervisors of the Planning and Zoning Committee regarding the elimination of Section 9.73 Overlay Districts.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, the Planning & Zoning Committee, having considered Ordinance Amendment # 14-2007, (copy attached) which was filed August 31, 2007, to amend the Oneida County Zoning and Shoreland Protection Ordinance, and having given notice thereof as provided by law and having held a public hearing thereon October 3, 2007 pursuant to Section 59.69(5), Wisconsin Statutes, and having been informed of the facts pertinent to the changes which are as follows:

WHEREAS, the Oneida County Board of Supervisors at their August 21, 2007 meeting directed the Planning and Zoning Committee to have another Public Hearing to either amend or delete Section 9.73, Dwelling Overlay Districts; and

WHEREAS, the Planning and Zoning Committee held a Public Hearing and an overwhelmingly majority of individuals that attended favored deletion of 9.73, Dwelling Overlay Districts; and

WHEREAS, on November 13, 2007 the Oneida County Board of Supervisors defeated Resolution #99/2007 which called for the deletion of Section 9.73, Overlay Districts and;

WHEREAS, the Planning and Zoning Committee is forwarding two options to the Board for consideration.

Option one: Reconsider the elimination of Section 9.73 Overlay Districts.

Option two: Retain Section 9.73 Overlay Districts and amend as proposed.

NOW THEREFORE, THE ONEIDA COUNTY BOARD OF SUPERVIORS DOES ORDAIN AS FOLLOWS:

Section 1: Any existing ordinances, codes, resolutions, or portion thereof in conflict with this ordinance shall be and are hereby repealed as far as any conflict exists.

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

Section 3: If any claims, provisions, or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall not be affected thereby.

Section 4: Additions noted by underline; deletions noted by ~~strike through~~.

Chapter 9 of the Oneida County Zoning & Shoreland Protection Ordinance is amended as follows:
Section 9.73, Dwelling Overlay Districts is hereby deleted.

~~9.73 — DWELLING OVERLAY DISTRICTS (#1 2001, #66 2002, #10 2004)~~

~~A. DWELLING OVERLAY DISTRICT #1 — LIMITED SITE BUILT DWELLING, MANUFACTURED BUILDING AND MANUFACTURED HOME LOCATION AND OCCUPANCY OVERLAY DISTRICT LOCATION AND OCCUPANCY OVERLAY DISTRICTS AND RELATED REQUIREMENTS. The territory included within the boundaries of each of the Towns of Oneida County that come under the jurisdiction of this ordinance as provided in Section 9.12 (B), shall be placed into one or more of the location and occupancy overlay district by official action of the respective town boards following a public hearing for which a Class 2 notice has been published in compliance with Chapter 985, Wis. Stats. Such official town board action shall become effective upon the filing of a certified copy of the same with the Office of the Oneida County Clerk. Any site-built dwelling, manufactured building or double-wide manufactured home shall be permitted in this area subject to the following minimum requirements.~~

- ~~1. The minimum width between the longest exterior sides of the structure is 24 feet.~~
- ~~2. The footprint of the dwelling must be 720 square feet or greater in size.~~
- ~~3. The structure has a shingled pitched roof with a minimum pitch of 2.3 to 12 with a minimum roof overhang of not less than 6 inches on all sides. The minimum roof overhang requirement may be waived if that applicant demonstrates that the roof overhang component of the designed structure would exceed the maximum width of a structure which can be legally transported over public highways and roads between the manufacturing site and the intended location and occupancy site.~~

~~B. DWELLING OVERLAY DISTRICT #2 — GENERAL SITE BUILT MANUFACTURED BUILDING AND MANUFACTURED HOME LOCATION AND OCCUPANCY OVERLAY DISTRICT.~~

- ~~1. The footprint of the dwelling must be 720 square feet or greater in size.~~
- ~~2. The roof of the dwelling must have a minimum pitch ratio of 2.3 to 12. Eave overhangs of 6 inches or greater are required. Finished roofing material shall be shingles or other acceptable roofing materials.~~
- ~~3. Any space between the dwelling and the grade or slab shall be enclosed with materials compatible in design and appearance with the exterior of the dwelling.~~
- ~~4. Porches, garages breezeways, storage appurtenances, carports, and basements shall not be included in calculating the minimum square footage.~~

~~C. DWELLING OVERLAY DISTRICT #3—GENERAL LOCATION AND OCCUPANCY OVERLAY DISTRICT.~~

- ~~1. The minimum width of the dwelling must be 10 feet between the longest exterior sides.~~
- ~~2. The roof of the dwelling must have a minimum pitch ratio of 2.3 to 12. Eave overhangs of 6 inches or greater are required. Finished roofing materials shall be shingles or other acceptable roofing materials.~~
- ~~3. Any space between the dwelling and the grade or slab shall be enclosed with materials compatible in design and appearance with the exterior of the dwelling.~~
- ~~4. Porches, garages, breezeways, storage appurtenances, carports, and basements shall not be included in calculating the minimum width.~~

~~D. DWELLING OVERLAY DISTRICT #4—OPEN LOCATION AND OVERLAY DISTRICTS.~~

~~Requirements. For dwellings, the space between the dwelling and the grade or slab shall be enclosed with materials compatible in design and appearance with the exterior of the dwelling.~~

~~E. Subject to the limitations of Section 9.52, 9.53, and Article 9 of this ordinance, a landowner will be allowed to replace a house trailer, mobile home, manufactured home, or stick built home not in full compliance with the overlay district requirements. The replacement structure would have to be the same square footage or larger, location, construction and use that immediately existed prior to replacement. An applicant must provide a completed zoning permit application showing the size and location of the proposed replacement house trailer, mobile home, manufactured home, or stick built home. The Town in which the proposed structure is to be located must approve of said waiver in writing prior to permit issuance. Furthermore, rebuilding or replacing any dwelling, in any of the four (4) dwelling overlay districts, that is destroyed by a catastrophic event shall not be bound by the minimum dwelling size requirements of the overlay district in which that dwelling was located prior to destruction.~~

~~F. Site-built dwellings, manufactured buildings and double-wide manufactured homes and certain single-wide manufactured homes:~~

~~Site-built dwellings, manufactured buildings and double-wide manufactured homes and single-wide manufactured homes shall be permanently attached to footings or foundations meeting the applicable provisions of Wis. Admin. Code COMM 21.14, 21.15, 21.16, 21.17 and 21.18. Such double-wide and single-wide manufactured homes shall be permanently attached to their footings or foundations pursuant to the manufacturer's installation instructions.~~

~~G. Single-wide manufactured homes, mobile homes and house trailers. Single-wide manufactured homes and mobile homes and house trailers shall be set in place at the site in accordance with the manufacturer's installation instructions, if available, otherwise pursuant to accepted industry standards.~~

Article 10 – Definitions

Building Footprint: The area enclosed by the lines formed by connecting all points where the building's walls, or the foundation supporting the walls, meet the ground. For the purpose of this definition, chimneys, decks, patios, dormer, cantilevered walls or other appurtenances shall not be considered as part of the building footprint. The County Clerk shall within seven (7) days after adoption of Ordinance Amendment #23-2006 by the Oneida County Board of Supervisors, cause a certified copy thereof to be transmitted by mail to all Town Clerks.

The County Clerk shall, within seven (7) days after adoption of Ordinance Amendment # 14-2007 by the Oneida County Board of Supervisors, cause a certified copy thereof to be transmitted by mail to all Town Clerks.

Approved by the Planning and Zoning Committee this 6th day of February 2008.
Offered and passage moved by Supervisors Scott Holewinski, Frank H. Greb and Larry Greschner.

Supervisor O'Melia stated that the Resolution and Ordinance Committee reviewed this resolution and felt that this resolution is out of order because it does not follow County Board rules and procedures on the reconsideration of a resolution or an ordinance amendment. According to the County Board rules in order for this resolution to be reconsidered it must be reconsidered at the date it was first discussed or the immediate County Board date after and it only can be reconsidered by people who are in the majority that sponsored it. The ordinance failed in November of 2007 and the signers of the nine, that it failed, cannot bring this resolution before the board. The reconsideration of this resolution must come from the majority of the people who signed the resolution.

Chairman Smith asks Supervisor Holewinski if he voted to eliminate overlay districts in November 2007.

Supervisor Holewinski, "Correct."

Chairman Smith asks Supervisor Frank Greb if he voted to eliminate overlay districts in November 2007.

Supervisor Greb, "That is correct."

Chairman Smith asks Mr. Larry Greschner if he voted to eliminate overlay districts in November 2007.

Supervisor Greschner, "Yes, that is correct."

Chairman Smith explained that there were three signatures on the November 2007 resolution and that the resolution failed to pass and that the three signatures on the present resolution were in the minority on that vote.

Supervisor O'Melia stated that he was looking at a specific provision from the County Board rules and procedures book on pages forty-eight and forty-nine, 6.10- Reconsideration. 6.10.5 states that the motion to reconsider must be made by someone who voted with the prevailing side when the motion was previously decided. 6.10.3, under General Parliamentary Law – an action can be reconsidered only in the same meeting in which it is originally decided. However, the groups own rules may provide for reconsideration either in the same or the next succeeding meeting. Reconsideration of an issue and a time later than the next regular meeting should not be permitted.

Chairman Smith asks Karl Jennrich if this resolution is the same wording as the November resolution.

Mr. Jennrich, "Yes, the deletion of 9.73."

Chairman Smith rules from the chair that this is out of order and that this is improper reconsideration under Larrmer by three members of the minority. The options that you have are to challenge the ruling from the chair, which requires certain things from the County Code and also you could vote to suspend the rules and Corporation Counsel could guide you through that. Another option could be to find someone who was in the majority in November to bring this resolution up today for discussion and possible action, but Chair Smith is not too sure if this is permissible under the County Code rules.

Chairman Smith asks if anyone wants to challenge the ruling from the chair that this is out of order.

Motion/second Martinson/Greb to challenge the ruling of the Chair that this is out of order.

Supervisor O'Melia, "An appeal from the decision of the chair requires a second, it is open for discussion and debate, it is not amendable and requires a majority of the votes cast to overrule the decision of the chair."

Supervisor Dean, "I would like to hear from Corporate Counsel."

Brian Desmond, Corporation Counsel, "I think the matter is basically because the use of the word "reconsideration" in the ordinance amendment that was put forth here today seems to me that if that word had not been used, this would just be another ordinance amendment brought forth by the Planning and Zoning Committee." "I think that because the November County board had this ordinance amendment and it was previously voted upon, I don't think this bans the County Board for the rest of time from ever considering this identical issue again." "I think this is mainly a matter of semantics in the use of the word "reconsideration" that is causing the trouble." "I think the Planning and Zoning Committee certainly has the authority, once again, bring this before the County Board for a vote just because it was not passed at one point in time does not mean that it cannot come back for reconsideration or another vote at some other time by the Board." This is really where we stand, there is a motion to overrule the Chair's decision is upheld then we will move forward with the ordinance amendment as it is proposed."

More discussion took place.

Supervisor O'Melia, "We as a Board can move to suspend the rules by a two-thirds vote and get it on the table to do it." "You can vote to rescind this to a future date also."

Supervisor Wickman, "In regard to the to the Corporate Counsel's ruling or decision opinion, does it make a difference if this has been brought back by a minority who voted in the earlier resolution." "A minority group has come back to resurrect this ill-advised resolution." "Would the O'Melia comments be appropriate if they were put into a motion?"

Mr. Desmond, Corporate Counsel, "If the resolution was not brought back here with the language of "reconsideration" in the text of the ordinance amendment, I do not the issue of whether the voting members were in a "minority or a "majority" would be relevant." "It would be the Planning and Zoning Committee bringing a recommendation to the Full County Board." "With regards to what Mr. O'Melia has stated, suspension of the rules would allow for this to be brought forth in from of the County Board here today."

Supervisor Wickman, "What procedure is appropriate to follow the rule of the Chair?"

Mr. Desmond, "We vote on the vote to appeal the Chair's ruling."

More discussion took place.

Roll Call Vote to challenge and overrule the Chair's ruling that this resolution is out of order. 6 ayes (Greb, Greschner, Hall, Martinson, Baier, Wolk) 14 no (Dean, Cushing, Hansen, Hoffman, Holewinski, Matteson, Metropulos, O'Melia, Petroskey, Rudolph, Sharon, Vandervest, Wickman, Young) 0 absent 1 abstain (Smith).

Student Representatives: 0 ayes 2 nays 1 absent (Kerns) 0 abstain.

The ruling of the Chair is upheld and the resolution is deemed out of order.

Motion/second Holewinski/Hall to suspend the rules so that the resolution can be taken up now and not bring this back at a future date. (This motion needs a 2/3 vote)

Roll Call Vote: 10 ayes (Holewinski, Hoffman, Hall, Greschner, Greb, Sharon, Cushing, Baier, Wolk, Martinson) 10 nays (Matteson, Metropulos, Hansen, O'Melia, Petroskey, Rudolph, Dean, Vandervest, Wickman, Young) 0 absent 1 abstain (Smith).

Student Representatives: 0 ayes 2 nays 1 absent (Kerns) 0 abstain.

Motion fails for the lack of a two-thirds vote.

Resolution #8-2008- offered by Supervisors of the Planning & Zoning Committee regarding amending Section 9.73 Overlay Districts.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, the Planning & Zoning Committee, having considered Ordinance Amendment # 14-2007, (copy attached) which was filed August 31, 2007, to amend the Oneida County Zoning and Shoreland Protection Ordinance, and having given notice thereof as provided by law and having held a public hearing thereon October 3, 2007 pursuant to Section 59.69(5), Wisconsin Statutes, and having been informed of the facts pertinent to the changes which are as follows:

WHEREAS, the Oneida County Board of Supervisors at their August 21, 2007 meeting directed the Planning and Zoning Committee to have another Public Hearing to either amend or delete Section 9.73, Dwelling Overlay Districts; and

WHEREAS, the Planning and Zoning Committee held a Public Hearing and an overwhelmingly majority of individuals that attended favored deletion of 9.73, Dwelling Overlay Districts; and

WHEREAS, on November 13, 2007 the Oneida County Board of Supervisors defeated Resolution #99/2007 which called for the deletion of Section 9.73, Overlay Districts and;

WHEREAS, the Planning and Zoning Committee is forwarding two options to the Board for consideration.

Option one: Reconsider the elimination of Section 9.73 Overlay Districts.

Option two: Retain Section 9.73 Overlay Districts and amend as proposed.

NOW THEREFORE, THE ONEIDA COUNTY BOARD OF SUPERVIORS DOES ORDAIN AS FOLLOWS:

Section 1: Any existing ordinances, codes, resolutions, or portion thereof in conflict with this ordinance shall be and are hereby repealed as far as any conflict exists.

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

Section 3: If any claims, provisions, or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall not be affected thereby.

Section 4: Additions noted by underline; deletions noted by ~~strike through~~.

Chapter 9 of the Oneida County Zoning & Shoreland Protection Ordinance is amended as follows:

Section 9.73 Dwelling Overlay Districts (#19-2001, #66-2002, #10-2004)

The territory included within the boundaries of each of the Towns of Oneida County that come under the jurisdiction of this ordinance as provided in Section 9.12 (B), shall be placed into one or more of the location and occupancy overlay district by official action of the respective town boards following a public hearing for which a Class 2 notice has been published in compliance with Chapter 985, Wis. Stats. Such official town board action shall become effective upon the filing of a certified copy of the same with the Office of the Oneida County Clerk.

After the initial designations of overlay districts have been established subsequent changes may be made similar to the re-zoning process.

- A. ~~DWELLING OVERLAY DISTRICT #1 – limited site built dwelling, manufactured building and manufactured home location and occupancy overlay district location and occupancy overlay districts and related requirements. Any site built dwelling, manufactured building or double wide manufactured home shall be permitted in this area subject to the following minimum requirements.~~

~~1. The minimum width of the dwelling unit shall be 24 20 feet between the longest exterior sides of the structure is ~~24 feet~~.~~

~~2. The footprint of the dwelling must shall be ~~720~~ 600 square feet or greater in size.~~

~~3. The structure has a shingled pitched roof with a minimum pitch of 2.3 to 12 with a minimum roof overhang of not less than 6 inches on all sides. The minimum roof overhang requirement may be waived if that applicant demonstrates that the roof overhang component of the designed structure would exceed the maximum width of a structure which can be legally transported over public highways and roads between the manufacturing site and the intended location and occupancy site.~~

3. Open decks, open porches or patios, garages, breezeways, storage appurtenances, carports, and basements shall not be included in calculating the minimum width or minimum square footage.
4. All dwellings and dwelling units in place prior to the adoption of the overlay districts shall be allowed to be replaced with the same size or larger structure.

B. DWELLING OVERLAY DISTRICT #2 – GENERAL SITE BUILT MANUFACTURED BUILDING AND MANUFACTURED HOME LOCATION AND CCUPANCY OVERLAY DISTRICT.

1. The minimum width of the dwelling unit shall be 13 feet between the longest exterior sides of the structure.
- ~~2.1.~~ The footprint of the dwelling must shall be 720 420 square feet or greater in size.
- ~~2.~~ The roof of the dwelling must have a minimum pitch ratio of 2.3 to 12. Eave overhangs of 6 inches or greater are required. Finished roofing material shall be shingles or other acceptable roofing materials.
- ~~3.~~ Any space between the dwelling and the grade or slab shall be enclosed with materials compatible in design and appearance with the exterior of the dwelling.
2. Open decks, open porches or patios Porches, garages, breezeways, storage appurtenances, carports, and basements shall not be included in calculating the minimum width or minimum square footage.
4. All dwellings and dwelling units placed prior to the adoption of the overlay districts shall be allowed to be replaced with the same size or larger structure.

C. DWELLING OVERLAY DISTRICT #3 – GENERAL LOCATION AND OCCUPANCY OVERLAY DISTRICT.

1. The minimum width of the dwelling unit must shall be 10 feet between the longest exterior sides of the structure.
- ~~2.~~ The roof of the dwelling must have a minimum pitch ration of 2.3 to 12. Eave overhangs of 6 inches or greater are required. Finished roofing materials shall be shingles or other acceptable roofing materials.
- ~~3.~~ Any space between the dwelling and the grade or slab shall be enclosed with materials compatible in design and appearance with the exterior of the dwelling.
- ~~2.4.~~ Open decks, open porches or patios Porches, garages, breezeways, Storage appurtenances, carports, and basements shall not be included in calculating the minimum width.
3. All dwellings and dwelling units placed prior to the adoption of the overlay districts shall be allowed to be replaced with the same size or larger structure.

D. DWELLING OVERLAY DISTRICT #4 – OPEN LOCATION AND OVERLAY DISTRICTS. No minimum requirements. For dwellings, the space between the dwelling and the grade or slab shall be enclosed with materials compatible in design and appearance with the exterior or the dwelling.

~~E. Subject to the limitations of Section 9.52, 9.53, and Article 9 of this ordinance, a landowner will be allowed to replace a house trailer, mobile home, manufactured home, or stick built home not in full compliance with the overlay district requirements. The replacement structure shall be the same square footage or larger, location, and use that immediately existed prior to replacement. An applicant must provide a completed zoning permit application showing the size and location of the proposed replacement house trailer, mobile home, manufactured home, or stick built home. The Town in which the proposed structure is to be located must approve of said waiver in writing prior to permit issuance. Furthermore:~~

E. Rebuilding or replacing any dwelling, in any of the four (4) dwelling overlay districts, that is destroyed by a catastrophic event shall not be bound by the minimum dwelling size requirements

of the overlay district in which that dwelling was located prior to destruction. All dwellings and dwelling units placed prior to the adoption of the overlay district shall be allowed to be replaced with the same size or larger structure.

- ~~F. Site built dwellings, manufactured buildings and double wide manufactured homes and certain single wide manufactured homes.
Site built dwellings, manufactured buildings and double wide manufactured homes and single wide manufactured buildings and double wide manufactured homes and single wide manufactured homes shall be permanently attached to footings or foundations meeting the applicable provisions of Wis. Admin. Code COMM 21.14, 21.15, 21.16, 21.17 and such double wide and single wide manufactured homes shall be permanently attached to their footings or foundations pursuant to the manufacturer's installation instructions.~~
- G. ~~Single wide manufactured homes, mobile homes and house trailers. Single wide manufactured homes and mobile homes and house trailers shall be set in place at the site in accordance with the manufacturer's installation instructions, if available, otherwise pursuant to accepted industry standards.~~

Article 10 – Definitions

Building Footprint: The area enclosed by the lines formed by connecting all points where the building's walls, or the foundation supporting the walls, meet the ground. For the purpose of this definition, chimneys, decks, patios, ~~domes~~, cantilevered walls or other appurtenances shall not be considered as part of the building footprint. The County Clerk shall within seven (7) days after adoption of Ordinance Amendment #23-2006 by the Oneida County Board of Supervisors, cause a certified copy thereof to be transmitted by mail to all Town Clerks.

The County Clerk shall, within seven (7) days after adoption of Ordinance Amendment # 14-2007 by the Oneida County Board of Supervisors, cause a certified copy thereof to be transmitted by mail to all Town Clerks.

Approved by the Planning and Zoning Committee this 6th day of February 2008.
Offered and passage moved by Supervisors Scott Holewinski, Frank H. Greb and Larry Greschner.

Motion/second Baier/Greschner to waive the reading of Resolution #8-2008. All “ayes” on voice vote.

Supervisor O'Melia, “Point of order.” “ I would like a legal opinion on this because of Line 29 and Line 31.”
“What are we voting on?” “Isn't this the same resolution we just defeated?”

Mr. Desmond, “I believe that this resolution is actually for changes to the overlay district concept, not a complete deletion of it and I think the inclusion of the language on Lines 29 and 31, once again, is an error when this was drafted.”

Motion/second Greschner/Wickman to withdraw Resolution #8-2008 from today's agenda.

Chair Smith, “Are you referring back to committee?”

Supervisor Greschner, “I think that is the route we only have.”

Supervisor O'Melia, “Point of order.” “I think we have a motion and a second and the motion states that he's just withdrawing it.”

Supervisor Greschner, “My intent was to send it back to the Planning and Zoning Committee.”

Supervisor Wickman, “The motion was to withdraw.”

Chair Smith, "This is not amendable and requires a majority vote."

Roll Call: 4 ayes (O'Melia, Metropulos, Wickman, Young) 17 nays (Hansen, Hall, Greschner, Greb, Dean, Hoffman, Holewinski, Martinson, Matteson, Rudolph, Petroskey, Sharon, Vandervest, Cushing, Baier, Wolk, Smith) 0 absent 0 abstain.

Student Representatives: 0 ayes 2 nays 1 absent (Kerns) 0 abstain.

Motion to withdraw is defeated.

Motion/second Cushing/O'Melia to amend to remove lines 26 thru 31 on Resolution #8-2008.

Discussion took place.

Motion/second Holewinski/Vandervest to amend the motion to amend the motion on line 24, and eliminate the word "and" , eliminate the semi-colon and insert a period after the word "Districts".

Roll Call: 20 ayes 1 nay (Wickman) 0 absent 0 abstain.

Student Representatives: 2 aye 0 nays 0 absent (Kerns) 0 abstain.

Motion to amend the motion to amend is carried.

Motion/second Greb/Wickman to refer back to the Planning & Zoning Committee and return back to County Board for the April meeting 2008.

Supervisor Baier suggests that the Planning & Zoning consider changing the minimum width of the swelling unit be changed from 20 feet to 14 feet.

Roll Call on resolution to refer back to Planning & Zoning Committee: 20 aye 1 nay (Hansen) 0 absent 0 abstain.

Student Representatives: 2 aye 0 nays 1 absent (Kerns) 0 abstain.

Motion carries.

Resolution #9-2008/Rezone Petition #11-2007 – offered by Supervisors of the Planning & Zoning Committee regarding amending the Master Zoning District Document and the Oneida County Official Zoning District Boundary Map – Town of Pine Lake.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, the Planning & Zoning Committee, having considered Petition #11-2007, (copy attached) which was filed August 21, 2007, to amend the Master Zoning District Document and the Oneida County Official Zoning District Boundary Map, and having given notice thereof as provided by law and having held a public hearing thereon January 30, 2008 pursuant to Section 59.69(5), Wisconsin Statutes, and having been informed of the facts pertinent to the changes which are as follows:

Part of SW NW lying E of Hwy. 17, part of NW SW lying E of Hwy 17, part of SW SW lying E of Hwy 17 from District 1-A Forestry and District #05 Recreation to District #02 Single Family and that part 400' deep along road SE SW from District #05 Recreational to District 1-A Forestry all in Section 2, T37N, R9E;

Gov't Lot 5 (NE SE) W of Pine Lake Creek, SE SE West of Pine Lake Creek from District #05 Recreational to District #02 Single Family Residential in Section 4, T37N, R9E;

NW NW, NE NW, SE NW, SW NW and NW SW from District #05 Recreational to District 1-A Forestry, Part NE SW lying East of Crystal Lake Rd. from District #05 Recreational to District #02 Single Family, Gov't Lot 3 from District #04 Residential & Farming to District #02 Single Family all in Section 6, T37N, R9E;

NE NE, NW NE, NE NW, NW NW, from District #05 Recreational District to District 1-A Forestry and the SE NE from District #02 Single Family to District 1-A Forestry in Section 7, T37N, R9E;

SW SW, from District #02 Single Family Residential to District 1-A Forestry in Section 8, T37N, R9E;

NE SW from District #05 Recreational to District #02 Single Family Residential; NW SW, NW SW the portion located between Hwy 17 and Royalwood Lane to remain District #05 Recreational except Lots 9 & 10 of CSM V9 P 2238 to be zoned District #02 Single Family Residential. All portions East of Royalwood Lane to be rezoned from District #05 Recreational to District #02 Single Family Residential in Section 11, T37N, R9E;

SE SW and all that part lying West of Highway rezoned from District 1-A Forestry to District #05 Recreational and that portion 400' from Right of Way on east side of Highway rezoned from District 1-A Forestry to District #05 Recreational. The balance of the Section to remain District 1-A Forestry in Section 15, T37N, R9E;

SE NW, NE NE, SW NE, SE NE, NW SW, NE SW, SW SW, Gov't Lot 1, Gov't Lot 2, Gov't Lot 3, from District #02 Single Family Residential to District 1-A Forestry in Section 18, T37N, R9E;

NW NW from District #05 Recreational to District #02 Single Family Residential, Gov't Lot 3 from District #05 Recreational to District 1-A Forestry, SE SW District #05 Recreational, Gov't Lot 6 District #02 Single Family Residential, Gov't Lot 2 from District #05 Recreational to District 1-A Forestry in Section 19, T37N, R9E;

Part of SW SE land east of the center line of Claire Lane and extending due north from the north end of Claire Lane at the center line to the north line of the SW SE to be zoned District #02 Single Family Residential, land west of the center line of Claire Lane to remain District #05 Recreational, NW NW, SW NW, SE NW from District #02 Single Family Residential to District 1-A Forestry in Section 21, T37N, R9E;

SW SE from District #02 Single Family Residential to District 1-A Forestry in Section 24, T37N, R9E;

NE NE from District #02 Single Family Residential to District 1-A Forestry in Section 26, T37N, R9E;

Gov't Lot 6, Gov't Lot 7, Gov't Lot 10, Gov't Lot 11 from District #05 Recreational to District #02 Single Family except Lots 1 & 2 Volume 3 Page 604 to remain Recreational in Section 29, T37N, R9E;

SW SE & SE SE except those parts South & East of Cty Hwy C from District #05 Recreational to District #02 Single Family Residential, in Section 33, T37N, R9E;

SE SE from District #03 Multi-Family to District #04 Residential and Farming, NE SW from District #05 Recreational to District #02 Single Family Residential in Section 34, T37N, R9E;

NW SW, SW SW, SE SW, from District #03 Multi-Family to District #02 Single Family Residential District in Section 35, T37N, R9E;

NW NE, NE NE, SW NE, SE NE, NW SE, NE SE, SW SE, SE SE from District #05 Recreational to District 1-A Forestry in Section 1 T37N, R8E;

S ½ SE NW, N ½ NE SW from District #02 Single Family Residential to District 1-A Forestry in Section 2, T37N, R8E;

E ½ NE NW from District #02 Single Family Residential to District 1-A Forestry, NE SW from District 1-A Forestry District to District #02 Single Family Residential, NW NE from District #02 Single Family Residential to District 1-A Forestry in Section 3, T37N, R8E;

NW NW, S ½ NE NW, SW NW, SE NW, NW SE, SW SE, NW NE, NE NE, SW NE, SE NE, from District #02 Single Family Residential to District 1-A Forestry in Section 10, T37N, R8E;

NE NE from District #05 Recreational to District 1-A Forestry, part of SE SW lying S of creek from District #02 Single Family Residential to District 1-A Forestry in Section 12, T37N, R8E;

SW NW, NE NW, SE NW, NW SW, from District #04 Residential & Farming to District #02 Single Family Residential, NW SE from District 1-A Forestry to District #02 Single Family Residential, SE SE from District #04 Residential & Farming to District #05 Recreational in Section 13, T37N, R8E;

North 11 acres of NE NE from District #04 Residential & Farming to District #05 Recreational, SW SE & SE SE South of Plainview Rd & south and east Oak Dr. from District #04 Residential & Farming to District #02 Single Family Residential, Gov't Lots 1 & 3, SW NE NW, S 500' of SE NW lying E of the pond from District 1-A Forestry to District #02 Single Family Residential all in Section 24, T37N, R8E;

Gov't Lots 2 & 3 from District #05 Recreational to District #02 Single Family Residential in Section 36, T37N, R8E.

And being duly advised of the wishes of the people in the area affected as follows:

The Pine Lake Town Board authored the request (copy attached). This request was done to reconcile differences between the zoning district designation and the Town's adopted Land Use Plans. The Town Planning Commission spent considerable amount of time developing these changes. The Town of Pine Lake mailed out proposed zoning district changes to every landowner in the Town and the Town held its own public hearing. The Town met with landowners who had concerns. The Town then forwarded on to the County its list of changes. At the Planning and Zoning Committee public hearing two (2) non-residents objected to the changes. No one from Pine Lake objected and no written objections were received. The Planning and Zoning Committee praised the Town Board for all the extra effort they put forth. The Planning and Zoning Committee unanimously urges passage.

The Town of Pine Lake authored the request in (copy attached). The Planning & Zoning Committee has reviewed the general standards as specified in Section 9.86F of the Oneida County Zoning & Shoreland Protection Ordinance and concluded that the standards have been met. The Planning & Zoning Committee recommends passage.

NOW THEREFORE, THE ONEIDA COUNTY BOARD OF SUPERVISORS DOES ORDAINS AS FOLLOWS: Petition #11-2007:

Section 1: Any existing ordinances, codes, resolutions, or portion thereof in conflict with this ordinance shall be and are hereby repealed as far as any conflict exists.

Section 2: The ordinance shall take effect the day after passage and publication as required by law.

Section 3: If any claims, provisions, or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall not be affected thereby.

Section 4: Rezone Petition # 11-2007 is hereby adopted amending the Master Zoning District Document and the Oneida County Official Zoning District Boundary Map, by changing the zoning district classification as follows:

Part of SW NW lying E of Hwy. 17, part of NW SW lying E of Hwy 17, part of SW SW lying E of Hwy 17 from District 1-A Forestry and District #05 Recreation to District #02 Single Family and that part 400' deep along road SE SW from District #05 Recreational to District 1-A Forestry all in Section 2, T37N, R9E;

Gov't Lot 5 (NE SE) W of Pine Lake Creek, SE SE West of Pine Lake Creek from District #05 Recreational to District #02 Single Family Residential in Section 4, T37N, R9E;

NW NW, NE NW, SE NW, SW NW and NW SW from District #05 Recreational to District 1-A Forestry, Part NE SW lying East of Crystal Lake Rd. from District #05 Recreational to District #02 Single Family, Gov't Lot 3 from District #04 Residential & Farming to District #02 Single Family all in Section 6, T37N, R9E;

NE NE, NW NE, NE NW, NW NW, from District #05 Recreational District to District 1-A Forestry and the SE NE from District #02 Single Family to District 1-A Forestry in Section 7, T37N, R9E;

SW SW, from District #02 Single Family Residential to District 1-A Forestry in Section 8, T37N, R9E;

NE SW from District #05 Recreational to District #02 Single Family Residential; NW SW, NW SW the portion located between Hwy 17 and Royalwood Lane to remain District #05 Recreational except Lots 9 & 10 of CSM V9 P 2238 to be zoned District #02 Single Family Residential. All portions East of Royalwood Lane to be rezone from District #05 Recreational to District #02 Single Family Residential in Section 11, T37N, R9E;

SE SW and all that part lying West of Highway rezone from District 1-A Forestry to District #05 Recreational and that portion 400' from Right of Way on east side of Highway rezone from District 1-A Forestry to District #05 Recreational. The balance of the Section to remain District 1-A Forestry in Section 15, T37N, R9E;

SE NW, NE NE, SW NE, SE NE, NW SW, NE SW, SW SW, Gov't Lot 1, Gov't Lot 2, Gov't Lot 3, from District #02 Single Family Residential to District 1-A Forestry in Section 18, T37N, R9E;

NW NW from District #05 Recreational to District #02 Single Family Residential, Gov't Lot 3 from District #05 Recreational to District 1-A Forestry, SE SW District #05 Recreational, Gov't Lot 6 District #02 Single Family Residential, Gov't Lot 2 from District #05 Recreational to District 1-A Forestry in Section 19, T37N, R9E;

Part of SW SE land east of the center line of Claire Lane and extending due north from the north end of Claire Lane at the center line to the north line of the SW SE to be zoned District #02 Single Family Residential, land west of the center line of Claire Lane to remain District #05 Recreational, NW NW, SW NW, SE NW from District #02 Single Family Residential to District 1-A Forestry in Section 21, T37N, R9E;

SW SE from District #02 Single Family Residential to District 1-A Forestry in Section 24, T37N, R9E;

NE NE from District #02 Single Family Residential to District 1-A Forestry in Section 26, T37N, R9E;

Gov't Lot 6, Gov't Lot 7, Gov't Lot 10, Gov't Lot 11 from District #05 Recreational to District #02 Single Family except Lots 1 & 2 Volume 3 Page 604 to remain Recreational in Section 29, T37N, R9E;

SW SE & SE SE except those parts South & East of Cty Hwy C from District #05 Recreational to District #02 Single Family Residential, in Section 33, T37N, R9E;

SE SE from District #03 Multi-Family to District #04 Residential and Farming, NE SW from District #05 Recreational to District #02 Single Family Residential in Section 34, T37N, R9E;

NW SW, SW SW, SE SW, from District #03 Multi-Family to District #02 Single Family Residential District in Section 35, T37N, R9E;

NW NE, NE NE, SW NE, SE NE, NW SE, NE SE, SW SE, SE SE from District #05 Recreational to District 1-A Forestry in Section 1 T37N, R8E;

S ½ SE NW, N ½ NE SW from District #02 Single Family Residential to District 1-A Forestry in Section 2, T37N, R8E;

E ½ NE NW from District #02 Single Family Residential to District 1-A Forestry, NE SW from District 1-A Forestry District to District #02 Single Family Residential, NW NE from District #02 Single Family Residential to District 1-A Forestry in Section 3, T37N, R8E;

NW NW, S ½ NE NW, SW NW, SE NW, NW SE, SW SE, NW NE, NE NE, SW NE, SE NE, from District #02 Single Family Residential to District 1-A Forestry in Section 10, T37N, R8E;

NE NE from District #05 Recreational to District 1-A Forestry, part of SE SW lying S of creek from District #02 Single Family Residential to District 1-A Forestry in Section 12, T37N, R8E;

SW NW, NE NW, SE NW, NW SW, from District #04 Residential & Farming to District #02 Single Family Residential, NW SE from District 1-A Forestry to District #02 Single Family Residential, SE SE from District #04 Residential & Farming to District #05 Recreational in Section 13, T37N, R8E;

North 11 acres of NE NE from District #04 Residential & Farming to District #05 Recreational, SW SE & SE SE South of Plainview Rd & south and east Oak Dr. from District #04 Residential & Farming to District #02 Single Family Residential, Gov't Lots 1 & 3, SW NE NW, S 500' of SE NW lying E of the pond from District 1-A Forestry to District #02 Single Family Residential all in Section 24, T37N, R8E;

Gov't Lots 2 & 3 from District #05 Recreational to District #02 Single Family Residential in Section 36, T37N, R8E.

The County Clerk shall, within seven (7) days after adoption of Rezone Petition #11-2007 by the Oneida County Board of Supervisors, cause a certified copy thereof to be transmitted by mail to the Pine Lake Town Clerk.

Approved by the Planning and Zoning Committee this 6th day of February, 2008.
Offered and passage moved by Supervisors Bob Metropulos, Larry Greschner, Frank H. Greb and Scott Holewinski.

Motion/second Cushing/Petroskey to waive the reading of Resolution #9-2008. All "ayes" on voice vote.

Roll call: 21 ayes 0 nays 0 absent 0 abstain.

Student Representatives: 2 aye 0 nay 1 absent (Kerns) 0 abstain.

Resolution #10-2008/Rezone Petition #21-2007 – offered by Supervisors of the Planning and Zoning Committee regarding amending the Master Zoning District Document and the Oneida County Official Zoning District Boundary Map – Town of Minocqua.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, the Planning & Zoning Committee, having considered Petition #21-2007, (copy attached) which was filed October 17, 2007, to amend the Master Zoning District Document and the Oneida County Official Zoning District Boundary Map, and having given notice thereof as provided by law and having held a public hearing thereon January 2, 2008 pursuant to Section 59.69(5), Wisconsin Statutes, and having been informed of the facts pertinent to the changes which are as follows:

To rezone the following described lands from District #03 Multiple Family to District #02 Single Family Residential: NE SW, SE SW, NW SW, Gov't Lot 1, Section 27, T38N, R4E; SW SE, NW SE, NE SE, Gov't Lot 1, Section 28, T38N, R4E; Gov't Lots 1, 2, 3 and 4, Section 34, T38N, R4E all land located in the Town of Minocqua, Oneida County, Wisconsin.

And being duly advised of the wishes of the people in the area affected as follows:

One landowner sought this change after realizing that large areas of shoreland could be developed into multiple family residential developments. The petitioner circulated a petition for all landowners in this area and 93 signatures were obtained in support of the change. No one objected to the change. According to the petitioner the change is necessary to ensure the quality of a quiet single family atmosphere. The petitioner has indicated he is not aware of any multiple family uses in this area that exists today.

The Town of Minocqua approved the request in writing (copy attached). Adjoining and all affected landowners were provided with a written notice of the change and no one objected to this request. Two

letters of support were received in addition to the Petition circulated by the author of the rezone request. The Planning & Zoning Committee has reviewed the general standards as specified in Section 9.86F of the Oneida County Zoning & Shoreland Protection Ordinance and concluded that the standards have been met. The Planning & Zoning Committee recommends passage.

NOW THEREFORE, THE ONEIDA COUNTY BOARD OF SUPERVISORS DOES ORDAINS AS FOLLOWS: Petition #21-2007:

Section 1: Any existing ordinances, codes, resolutions, or portion thereof in conflict with this ordinance shall be and are hereby repealed as far as any conflict exists.

Section 2: The ordinance shall take effect the day after passage and publication as required by law.

Section 3: If any claims, provisions, or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall not be affected thereby.

Section 4: Rezone Petition # 21-2007 is hereby adopted amending the Master Zoning District Document and the Oneida County Official Zoning District Boundary Map, by changing the zoning district classification from District #3, Multiple Family to District #02, Single Family Residential on property described as follows:

NE SW, SE SW, NW SW, Gov't Lot 1, Section 27, T38N, R4E; SW SE, NW SE, NE SE, Gov't Lot 1, Section 28, T38N, R4E; Gov't Lots 1, 2, 3 and 4, Section 34, T38N, R4E all land located in the Town of Minocqua, Oneida County, Wisconsin.

The County Clerk shall, within seven (7) days after adoption of Rezone Petition #21-2007 by the Oneida County Board of Supervisors, cause a certified copy thereof to be transmitted by mail to the Minocqua Town Clerk.

Approved by the Planning and Zoning Committee this 16th, day of January, 2008.

Offered and passage moved by Supervisors Bob Metropulos, Ted Cushing, Larry Greschner, Frank H. Greb and Scott Holewinski.

Roll call: 21 ayes 0 nays 0 absent 0 abstain.

Student Representatives: 2 aye 0 nay 1 absent (Kerns) 0 abstain.

Resolution #11-2008/Rezone Petition 25-2007 – offered by Supervisors of the Planning & Zoning Committee regarding amending the Master Zoning District Document and the Oneida County Official Zoning District Boundary Map – Town of Three Lakes.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, the Planning & Zoning Committee, having considered Petition #25-2007, (copy attached) which was filed December 19, 2007, to amend the Master Zoning District Document and the Oneida County Official Zoning District Boundary Map, and having given notice thereof as provided by law and having held a public hearing thereon January 16, 2008 pursuant to Section 59.69(5), Wisconsin Statutes, and having been informed of the facts pertinent to the changes which are as follows:

Part of Gov't Lot 6 lying East of Hwy 45/32, change 150 foot strip to 300 foot strip adjacent to Hwy from District #02 Single Family Residential to District B-2 Business #07 in Section 6, T38N, R11E;

Block 16 of the original Plat of Three Lakes to be zoned District B-2 Business #07 that was omitted in Section 7, T38N, R11E;

SW NW, W ½, change portions of the northerly 290' lying west of Railroad Street from District 1-A Forestry to District #02 Single Family Residential in Section 7, T38N, R11E;

NW NW, unplatted lands to be zoned District B-2 Business #07 that were omitted in Section 7, T38N, R11E;

Gov't Lot 1, Lot 3 of CSM V5 P1357 (SM B1996) from District #02 Single Family Residential to District #05 Recreational; NW NW triangle parcel along Hwy 32 shown on SM B5590 from District #02 Single Family Residential to District 1-B Forestry in Section 11, T38N, R11E;

NW SW from District #02 Single Family Residential to District 1-A Forestry except TL 1306-1 District ##02 Single Family Residential in Section 34, T39N, R11E;

A strip of land 100 feet lying south of Lowen Road and formerly known as a portion of Muetlein's Resort to remain District #05 Recreational in part of Gov't Lot 1, Section 6, T38N, R11E. Majority of land formerly known as Muetlein's Resort is now known as Sunset Bay Resort Condominiums.

And being duly advised of the wishes of the people in the area affected as follows:

The purpose of this request is to clarify zoning district boundaries, to zone omitted lands and to rezone a parcel of land owned by the Town of Three Lakes to develop it for a proposed fire barn. The Planning and Zoning Staff and the Town of Three Lakes worked cooperatively on this matter.

The Town of Three Lakes co-authored the request in writing (copy attached). The Planning and Zoning Committee considers this request primarily a correction. The Planning and Zoning Committee modified one legal description to make it accurate. The Planning & Zoning Committee has reviewed the general standards as specified in Section 9.86F of the Oneida County Zoning & Shoreland Protection Ordinance and concluded that the standards have been met. The Planning & Zoning Committee recommends passage.

NOW THEREFORE, THE ONEIDA COUNTY BOARD OF SUPERVISORS DOES ORDAINS AS FOLLOWS: Petition #25-2007:

Section 1: Any existing ordinances, codes, resolutions, or portion thereof in conflict with this ordinance shall be and are hereby repealed as far as any conflict exists.

Section 2: The ordinance shall take effect the day after passage and publication as required by law.

Section 3: If any claims, provisions, or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall not be affected thereby.

Section 4: Rezone Petition # 25-2007 is hereby adopted amending the Master Zoning District Document and the Oneida County Official Zoning District Boundary Map, by changing the zoning district classification on property described as follows:

Part of Gov't Lot 6 lying East of Hwy 45/32, change 150 foot strip to 300 foot strip adjacent to Hwy from District #02 Single Family Residential to District B-2 Business #07 in Section 6, T38N, R11E;

Block 16 of the original Plat of Three Lakes to be zoned District B-2 Business #07 that was omitted in Section 7, T38N, R11E;

SW NW, change portions of the northerly 290' lying west of Railroad Street from District 1-A Forestry to District #02 Single Family Residential in Section 7, T38N, R11E;

NW NW, unplatted lands to be zoned District B-2 Business #07 that were omitted in Section 7, T38N, R11E;

Gov't Lot 1, Lot 3 of CSM V5 P1357 (SM B1996) from District #02 Single Family Residential to District #05 Recreational; NW NW triangle parcel along Hwy 32 shown on SM B5590 from District #02 Single Family Residential to District 1-B Forestry in Section 11, T38N, R11E;

NW SW from District #02 Single Family Residential to District 1-A Forestry except TL 1306-1 District ##02 Single Family Residential in Section 34, T39N, R11E;

A strip of land 100 feet lying south of Lowen Road and formerly known as a portion of Muetlein's Resort to remain District #05 Recreational in part of Gov't Lot 1, Section 6, T38N, R11E. Majority of land formerly known as Muetlein's Resort is now known as Sunset Bay Resort Condominiums.

The County Clerk shall, within seven (7) days after adoption of Rezone Petition #25-2007 by the Oneida County Board of Supervisors, cause a certified copy thereof to be transmitted by mail to the Three Lakes Town Clerk.

Approved by the Planning and Zoning Committee this 30th day of January 2008.
Offered and passage moved by Supervisors Bob Metropulos, Ted Cushing, Larry Greschner, Frank H. Greb and Scott Holewinski.

Motion/second Young/Greschner to waive the reading of Resolution #11-2008. All "ayes" on voice vote.

Roll call: 21 ayes 0 nays 0 absent 0 abstain.

Student Representatives: 2 aye 0 nays 1 absent (Kerns) 0 abstain.

Resolution #12-2008 – offered by Supervisors of the Planning and Zoning Committee regarding "Comprehensive Planning".

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, in 1999 the State enacted a law entitled "Comprehensive Planning;" (Section 66.1001, Wis. Stats.); and

WHEREAS, the law states that: "beginning January 1, 2010, if a local governmental unit engages in any of the following actions, these actions shall be consistent with that local governmental unit's comprehensive plan:"

1. official mapping under s. 62.23;
2. local subdivision regulation under s. 236.45 or 236.46;
3. county zoning ordinances under s. 59.59;
4. city or village zoning ordinance under 62.23(7);
5. town zoning ordinances under s 60.61 or 60.62;
6. zoning of shorelands or wetlands in shorelands under s. 59.692; and

WHEREAS, the Oneida County Board of Supervisors adopted Resolution 74-2007, directing the Planning and Zoning Committee and Staff to bring back options and associated costs related to developing a comprehensive plan; and

WHEREAS, Oneida County has budgeted \$150,000.00 for this purpose as part of the 2008 budget.

WHEREAS, North Central Wisconsin Regional Planning Commission presented the Planning and Zoning Committee two (2) options (enclosed):

Option one (1), The Town Driven Plan, a "bottom up" plan that will require 30-36 months to complete at a cost of \$265,000 dollars;

Option two (2), The Joint Town/County Plan that will require 18-25 months to complete at a cost of \$150,000 dollars and;

WHEREAS, on January 30, 2008 the Planning and Zoning Committee reviewed the options and favors option one (1) The Town Driven Plan and;

WHEREAS, the Planning and Zoning Committee wants the Board to choose which option Oneida County should pursue to develop a Comprehensive Plan for the County.

NOW, THEREFORE, BE IT RESOLVED, that the Oneida County Board of Supervisors does hereby select Option 1/Option 2 as attached hereto and made a part hereof, as its Comprehensive Plan.

Approved by the Planning and Zoning Committee this 6th day of February 2008.
Offered and passage moved by Supervisors Bob Metropulos, Larry Greschner, Frank H. Greb and Scott Holewinski.

Motion/second Holewinski/Cushing to amend resolution and strikethrough Lines 40 thru 42 and on Line 45 eliminate “/Option 2”.

Roll Call on motion to amend: 21 ayes 0 nays 0 absent 0 abstain.
Student Representatives: 2 ayes 0 nays 1 absent (Kerns) 0 abstain.

Supervisor Holewinski noted that Resolution #74-2007 the County Board instructed the Planning & Zoning Committee to go back and bring the Board some options and that is what was done.

Roll call on amended resolution: 21 ayes 0 nays 0 absent 0 abstain.
Student Representatives: 2 aye 0 nay 1 absent Kerns) 0 abstain.

Resolution #13-2008 – offered by Supervisors of the Forestry, Land and Outdoor Recreation Committee regarding removing parcels of land from the County Forest Law Program for the establishing of a new cellular communication tower.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, Nsighttel Wireless, LLC doing business as Cellcom, has submitted a proposal to the Forestry, Land, and Outdoor, Recreation Committee to lease a 10,000 square foot parcel of land that is currently enrolled in the County Forest Law Program for the purpose of locating, constructing and operating a cellular communication tower, (see attached survey for the location of the proposed tower site), and

WHEREAS, construction plans for the proposed cellular communication tower have been reviewed and approved by both the Forestry, Land, and Outdoor Recreation, and the Planning and Zoning Committees (see attached construction plans), and

WHEREAS, the terms of the lease agreement have been reviewed and approved by both the Forestry, Land, and Outdoor Recreation, Committee and the Oneida County Corporation Counsel, (see attached lease agreement), and

WHEREAS, the Wisconsin Department of Natural Resources (WDNR) has determined that the construction of a communication tower on County Forest Land is not consistent with the County Forest Law Program, and

WHEREAS, field inspections of the proposed tower site conducted by the Oneida County Forestry Department indicate that no significant alterations to the proposed site would be required to accommodate the cellular tower, and

WHEREAS, based upon careful examination of all of the information described above the Forestry, Land, and Outdoor Recreation Committee have concluded that the benefits of retaining the 10,000 square foot area described herein as being part of the County Forest Law program are outweighed by the social and economic benefits of entering into the proposed lease agreement with Nsighttel Wireless, LLC that would facilitate the location of a cellular communication tower on said land.

NOW, THEREFORE, BE IT RESOLVED THAT: the Forestry, Land, and Outdoor Recreation Committee recommend that an application be sent to the WDNR requesting that the following parcels of land be officially removed from County Forest Law Program under Wis. State Statue 28.11 so as to facilitate the establishment of a new cellular communication tower.

PARCEL A: A part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Fourteen (14), Township Thirty-Six (36) North, Range Seven (7) East, Town of Woodboro, Oneida County, Wisconsin containing 8,218 square feet (0.189 acres) of land and being described by:

Commencing at the East Quarter Corner of said Section 14; thence N01 degrees –09’ – 40” E 646.66 feet along the East line of the SE1/4 of the NE1/4 of said Section 14; thence N88 degrees – 50’ – 20” W 1219.07 to the point of beginning; thence S51 degrees –23’ – 46” W 100.00 feet; thence N38 degrees – 36’ – 14” W 35.02 feet to a point on the West line of the SE1/4 of the NE1/4 of said Section 14; thence N01 degrees – 34’ – 14” E 85.06 feet along said West line; thence N51 degrees – 23’ – 46” E 45.13 feet; thence S38 degrees – 36’ – 14” E 100.00 feet to the point of beginning; being subject to any and all easements and restrictions of record.

PARCEL B: A part of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section Fourteen (14), Township Thirty-six (36) North, Range Seven (7) East, Town of Woodboro, Oneida County, Wisconsin containing 1,782 square feet (0.041 acres) of land and being described by:

Commencing at the East Quarter Corner of said Section 14; thence N01 degrees – 09' – 40" E 646.66 feet along the East line of the SE1/4 of the NE1/4 of said Section 14; thence N88 degrees – 50' – 20" W 1219.07; thence S51 degrees – 23' – 46" W 100.00 feet; thence N38 degrees – 36' – 14" W 35.02 feet to a point on the East line of the SW1/4 of the NE1/4 of said Section 14 and the point of beginning; thence continue N38 degrees – 36' – 14" W 64.98 feet; thence N51 degrees – 23' – 46" E 54.87 feet to a point on said East line; thence S01 degrees – 34' – 14" W 85.06 feet along said East line to the point of beginning; being subject to any and all easements and restrictions of record.

BE IT FURTHER RESOLVED, that any and all payments resulting from a cellular communication tower being established on the land being proposed for removal from the County Forest Law Program, described above, shall be deposited into County Forest Revenue Account 56110-482100, and

BE IT FURTHER RESOLVED, that in the event the above described land is no longer needed to facilitate a cellular communication tower, an application shall be submitted to the WDNR to enroll said land back into the County Forest Law Program.

Approved by the Forestry, Land and Outdoor Recreation Committee this 6th day of February 2008.
Offered and passage moved by Supervisors Thomas D. Rudolph, Guy Hansen, Gary Baier, Wilbur Petroskey and Charles Wickman.

Motion/second Cushing/Vandervest to waive the reading of Resolution #13-2008. All “ayes” on voice vote.

Roll call: 21 ayes 0 nays 0 absent 0 abstain.

Student Representatives: 2 aye 0 nays 1 absent (Kerns) 0 abstain.

Late Resolution #14-2008 – offered by Supervisors of the Oneida County Tourism Council regarding Section 2.56 – Oneida County Tourism Council.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

Whereas, the Oneida County Board, by enacting Resolution #06-2006, creating the Ad Hoc Study Committee to study the current Oneida County Tourism, Recreation and Entertainment Promotions efforts, and recommend any changes identified for adoption by the Oneida County Board of Supervisors; and

Whereas, the Ad Hoc Study Committee presented its findings at the August 15, 2006 County Board meeting and outlined a plan for the future oversight of Oneida County Tourism, Recreation and Entertainment Promotions efforts; and

Whereas, the Oneida County Board passed Resolution #56-2006 at the August 15, 2006 County Board meeting, supporting the formation of the Oneida County Tourism Council as was presented by the Ad Hoc Study Committee; and

Whereas, the Ad Hoc Study Committee was directed to bring back a proposed ordinance amendment at the September 12, 2006 County Board meeting consistent with their report provided to the County Board, creating the Oneida County Tourism Council.

NOW, THEREFORE, THE ONEIDA COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1. Any existing ordinances, codes, resolutions, or portions thereof in conflict with this ordinance shall be and hereby are repealed as far as any conflict exists.

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

Section 3. If any claims, provisions or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

Section 4. Section 2.56 of the General Code of Oneida County, Wisconsin, is created as follows [additions noted by underline, deletions noted by strikethrough]:

Section 2.56: Oneida County Tourism Council.

(1) COMPOSITION: The Oneida County Tourism Council shall be composed of: ~~eleven (11) voting members. These voting members shall include:~~

(a) Two (2) Oneida County Board Supervisors appointed by the Chairperson of the County Board.

(b) The UW-Extension CNRD Agent ~~as facilitator.~~

(c) The County International Trade, Business and Economic Development Council (ITBEC) delegate.

(d) One representative from each of the following local chambers of commerce: Rhinelander, Minocqua-Arbor-Vitae-Woodruff, Three Lakes, Hazelhurst, Lake Tomahawk, Pelican and Pelican Lake.

(e) Chambers representing towns within Oneida County may be included on the Tourism Council upon majority approval of the members listed in (a) through (d) above.

Approved by the Oneida County Tourism Council this 4th day of February 2008.

Offered and passage moved by Supervisors Guy Hansen, Gary Baier and Romelle Vandervest.

Motion/second Baier/Cushing to waive the reading of Late Resolution #14-2008. All "ayes" on voice vote.

11:50 a.m. – Supervisor Rudolph excused from meeting.

Roll call: 19 ayes 0 nays 2 absent (Rudolph, Metropulos) 0 abstain.

Student Representatives: 2 aye 0 nays 1 absent (Kerns) 0 abstain.

Late Resolution #15-2008 – offered by Supervisors of the Labor Relations and Employee Services Committee regarding a Service Agreement Contract.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, the Wisconsin State Legislature has determined that a parents rights to their child be terminated if that child has been placed out of the parental home for 15 of the last 22 months; and

WHEREAS, Oneida County currently has three termination of parental rights cases that are required to be prosecuted under Wisconsin state statutes; and

WHEREAS, the Oneida County Corporation Counsel has a vacancy in their office increasing the workload for the two attorneys in the office and saving Oneida County approximately \$6500.00 per month in wages and benefits, and

WHEREAS, given the current workload of the Corporation Counsel Office and the time involved in prosecuting termination of parental rights cases, a request has been made by the Corporation Counsel to hire Attorney Nancy Miller, a termination of parental rights specialist, to prosecute the three outstanding termination of parental rights cases; and

WHEREAS, the attached contract, with any necessary changes to be approved by Corporation Counsel Office, would need to be entered into in order to retain the services of Attorney Miller; and

WHEREAS, the State of Wisconsin will provide reimbursement to Oneida County for 40% of the funds expended under the above referenced contract with Attorney Miller; and

WHEREAS, Corporation Counsel requests that an initial budget of \$20,000 be approved for payment of services provided by Attorney Miller under the above referenced contract, with money being transferred from available wages budgeted for 2008; and

WHEREAS, the Law Enforcement and Judiciary Committee and the Finance Committee have previously approved the hiring of Attorney Miller to prosecute the aforementioned termination of parental rights cases.

NOW, THEREFORE, BE IT RESOLVED, that Oneida County Corporation Counsel and the Director of Oneida County Social Services shall execute the attached contract for termination of parental rights services with Attorney Miller; and

BE IT FURTHER RESOLVED, that an initial budget of \$20,000 be allocated for payment, with money being transferred from available wages budgeted for 2008, under the terms of the above referenced contract and that if further funds become necessary the County Board will have the sole authority to determine what, if any, further funding will be provided;

BE IT FURTHER RESOLVED, that the Corporation Counsel and Director of Social Services execute any necessary agreements with the State of Wisconsin that are required to receive the reimbursement of 40% of the funds paid to Attorney Miller under the terms of the above referenced contract.

Approved by the Labor Relations and Employee Services Committee this 13th day of February 2008. Offered and passage moved by Supervisors John R. Young, Paul Dean, Ted Cushing, Scott Holewinski and Charles Wickman.

ONEIDA COUNTY SERVICE AGREEMENT

This agreement is made and entered into this ____ day of _____, 2008 between Oneida County (hereinafter, "County") and Attorney Nancy Miller (hereinafter, "Miller") for services, as set forth below, with regard to three termination of parental rights cases in Oneida County.

1. **Services:** Services to be provided are as follows:
 - A. Preparation of petitions for termination of parental rights cases in the interest of D.W., T.S. and Z.S.
 - B. Handle the above listed termination of parental rights cases through trial if necessary.
 - C. Consultation and training with Oneida County Department of Social Services and Corporation Counsel Office.
 - D. Assist in preparing any documentation required for reimbursement from the State of Wisconsin for services rendered to Oneida County.

These services do not include any appellate work that may arise out of the above listed cases. If appellate services become necessary a separate contract for those services will be required.

2. **Payment:** The County agrees to pay the amount of \$95.00 per hour for case work time, \$55.00 per hour for travel time plus mileage of \$0.505 per mile, along with other necessary expenses as appropriate. Miller shall provide County a monthly bill for services rendered during the previous month. All bills shall be submitted to Oneida County Corporation Counsel Brian Desmond at P.O. Box 400, Rhinelander, WI 54501.

3. **Insurance.** During the term of this Agreement, Miller shall maintain the following insurance:

Worker's Compensation:

- ~~a. Coverage A: Limits — Statutory~~
- ~~b. Coverage B: Employer's Liability Limits~~
- ~~c. Bodily Injury by Accident — \$100,000 each accident minimum~~
- ~~d. Bodily Injury by Disease — \$100,000 each employee minimum~~
- ~~e. Bodily Injury by Disease — \$500,000 policy limit minimum~~

Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

~~Certificates of insurance are required for all policies. The Certificates of General and Automobile Liability Insurance must name the County as an additional insured on the policy and must require~~

~~that a thirty (30) day cancellation notice be given to the County. An updated copy of the Certificate must be provided anytime a change is made to any policy.~~

4. Liability & Indemnification.

Miller agrees to indemnify and hold County harmless from and against legal liability for all judgments, losses, damages and expenses to the extent such judgments, losses, damages, or expenses are caused by Miller's negligent acts, errors, or omissions arising out of its performance of the Services. In the event judgment, losses, damages or expenses are caused by the joint or concurrent negligence of Miller and County, they shall be born by each party in proportion to its own negligence.

5. Governing Law, Jurisdiction and Venue. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. Owner hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. The parties further agree that the venue for any legal proceedings related to this Agreement shall be Oneida County, Wisconsin.

6. Standard of Care. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

7. Survival. The terms and conditions of this Agreement shall survive completion of the Services under this agreement or any termination of this Agreement.

9. Delay in Performance. Neither party shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement or any Task Order. The nonperforming party shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

10. Notices. Any notice required by this Agreement shall be made in writing to the address specified below:

County: Oneida County
Attn: Robert Bruso
P.O. Box 400
Rhinelander, WI 54501

With Copy to: Brian J. Desmond
Corporation Counsel
P.O. Box 400
Rhinelander, WI 54501

Miller: Attorney Nancy Miller
P.O. Box 655
River Falls, WI 54022-0655

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the parties.

11. Equal Employment Opportunity. Miller hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11216 and other applicable laws and regulations.

Miller affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a veteran of the Vietnam era or any other legally protected status. It is Miller's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

Miller further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

12. Integration. This Agreement represents the entire and integrated agreement between the parties. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

13. Assignment. Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

14. No Construction Against Either Party. This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.

15. Captions. The parties agree, that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

21. No Partnership or Joint Venture. This contract shall not in any way be deemed to create a partnership or joint venture between the parties to the agreement.

25. Open Records Law Compliance. Miller understands and agrees that, because County is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Miller. Miller agrees to fully comply with such laws, and to cooperate with County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of county. Compliance and cooperation of Miller shall be at its sole cost and expense. County agrees to provide any legal assistance necessary with regard to open records requests that are received by Miller pertaining to this agreement.

26. Ownership of Documents & Access to Records:

(1) All materials, guides, written instructions, plans, documents, correspondence, forms, computer files, databases, electronic mail messages, work product or other information of any type created by Miller are works created for hire and are the property of Oneida County. All project documents provided to Miller by Oneida County or by a third party which pertains to this contract are property of Oneida County.

(2) Upon demand of Oneida County, all project documents shall be delivered to the Oneida County within 10 business days. Failure to timely provide any project documents upon demand shall be cause for termination of this contract.

(3) Upon completion or termination by Oneida County, all project documents shall be delivered to Oneida County. Project documents may be used without restriction by Oneida County for any purpose. Any such use shall be without restriction by the Oneida County. Oneida County has all rights to copyright or otherwise protect project documents which are the property of the Department.

(4) All documents provided by County and produced by Miller are subject to the confidentiality laws in Chapters 46 & 48 of the Wisconsin statutes.

Signed this _____ day of _____, 2008.

Brian J. Desmond
Corporation Counsel Oneida County

Paul Spencer
Director, Oneida County Social Services

Nancy Miller

**Roll call: 19 ayes 0 nays 2 absent (Rudolph, Sharon) 0 abstain.
Student Representatives: 2 ayes 0 nays 1 absent (Kerns) 0 abstain.**

Other business - NONE

Discuss/act - County Treasurer Declaration of unlawful tax, §74.33-74.35, Wis. Stats. – NONE

Adjournment

Motion/second Cushing/Smith to adjourn at 12:04 p. m. All “ayes” on voice vote.