MEETING OF THE RUSK COUNTY
BOARD OF SUPERVISORS
JANUARY 28, 2020
7:00 P.M.

Meeting called to order by Chair Dave Willingham at 7:00 p.m.


Invocation led by David Willingham of Island Lake Church of Christ.

Pledge of Allegiance led by Willingham.

Chairman Willingham requested unanimous consent to alter the agenda, moving the Register of Deeds recognitions to follow the approval of the minutes and moving item #8 to follow public comment.

APPROVAL OF MINUTES

Motion by Gierke, second by McBain to approve the minutes from the December 17, 2019 meeting. Motion carried.

RECOGNITION

Willingham expressed sincere appreciation to Carol Johnson upon her retirement and for her 31 years of service to Rusk County.

Willingham welcomed Judy Srp as the Governor’s newly appointed Register of Deeds with her 8 years of experience in the office.

PUBLIC COMMENT

Willingham gave statement explaining 5 minute time limit, asked all to sign-in for minutes purposes, and to direct all comments to supervisors, not other audience members.

Those making public comment in regards to item #8 on the agenda, Resolution for Rusk County to Designate Rusk County a Second Amendment Sanctuary County: Nancy Kraft, Bob Lorkowski, Linda Detra, Jim Edming, Jim Kurz, Jim Wheeler, Tim Smith, Ron Slagowski, Joe Baye, David Cosley, John Anderson Jr., John Vacho, Chryssa Ostenson, Dave Zimmer, Dean Chesky, Jan Kurz, Josh Unterschuetz, Travis Ewer, Marcy Patrick, Matt Galseth, Suzanne Pinnow, Robert Ringstad, Tony Arts, Chuck Hyde, Daryl Gas.

RESOLUTION #20-01 RESOLUTION FOR RUSK COUNTY TO DESIGNATE RUSK COUNTY A SECOND AMENDMENT SANCTUARY COUNTY

WHEREAS, the Right of the People to Keep and Bear Arms is guaranteed as an Individual Right under the Second Amendment to the United States Constitution and under the Constitution of the State of Wisconsin, Article 1, Section 25 — “The people have the right to keep and bear arms for security, defense, hunting, recreation or any other lawful purpose”;

WHEREAS, the Right of the People to Keep and Bear Arms for defense of Life, Liberty, and Property is regarded as an Inalienable Right by the People of Rusk County, Wisconsin, and;

WHEREAS, the People of Rusk County, Wisconsin derive economic benefit from all safe forms of firearms recreation, hunting, and shooting conducted within Rusk County using all types of firearms allowable under the United States Constitution and the Constitution of the State of Wisconsin, and;

WHEREAS, Rusk County Board, being elected to represent the People of Rusk County and being duly sworn by their Oath of Office to uphold the United States Constitution and the Constitution of the State of Wisconsin, and;

WHEREAS, Rusk County Board, being elected to represent the People of Rusk County and being duly sworn by their Oath of Office to uphold the United States Constitution and the Constitution of the State of Wisconsin, and;

WHEREAS, Rusk County Board, being elected to represent the People of Rusk County and being duly sworn by their Oath of Office to uphold the United States Constitution and the Constitution of the State of Wisconsin, and;

WHEREAS, Rusk County Board, being elected to represent the People of Rusk County and being duly sworn by their Oath of Office to uphold the United States Constitution and the Constitution of the State of Wisconsin, and;

WHEREAS, the Wisconsin House of Representatives and the Wisconsin Senate, being elected by the People of the State of Wisconsin and being duly sworn by their Oath of Office to uphold the United States Constitution and the Constitution of the State of Wisconsin, and;

WHEREAS, any legislation considered by the Wisconsin State Legislature that would infringe the Right to Keep and Bear Arms and would ban the possession and use of any firearms, magazines, ammunition or body armor now employed by individual citizens of Rusk County for defense of Life, Liberty and Property or would require a firearms owner I.D. card or tax the possession of firearms or ammunition within Rusk County, Wisconsin;

NOW, THEREFORE, IT BE AND IS HEREBY RESOLVED, that the People of Rusk County, Wisconsin, do hereby oppose the enactment of any legislation that would infringe upon the Right of the People to keep and bear arms and consider such laws to be unconstitutional and beyond lawful legislative authority.

BE IT FURTHER RESOLVED, the people of Rusk County, Wisconsin hereby declare it to be a Second Amendment Sanctuary County.

BE IT FURTHER RESOLVED, the People of Rusk County, Wisconsin affirms its support of the Sheriff to exercise sound discretion to not enforce against any citizen an unconstitutional firearms law.

BE IT FURTHER RESOLVED, that the Rusk County Board will not appropriate any funds for any enforcement of unconstitutional laws against the People of Rusk County, Wisconsin.


Motion by DuSell, second by Biller to adopt. Explanation by Summerfield that this resolution is not binding, rather a statement to legislature in support of 2nd Amendment rights. Discussion on resolution and wording. Motion by Dobrowolski, second by Pedersen to amend resolution by striking lines 32-40 from the resolution. Motion to amend carried. Resolution adopted as amended by aye vote.

Recess at 8:45 p.m.

In session at 8:57 p.m.

REPORTS

Land Conservation & Development Department: Nick Stadnyk, Conservationist/Director, gave power-point presentation giving 2019 highlights and 2020 goals for each division of the department.

Biller excused at 9:13 p.m.

Register of Deeds: Judy Srp. Register of Deeds, explained appointment process and gave brief history of qualifications; explained posting for Deputy position. Srp gave information on the duties of the Register of Deeds office and breakdown of information requests as well as revenue amounts.

Forestry: Jeremy Koslowski, Forestry Administrator, provided handout and presented power-point with the 2019 Annual Report which included information on department staff, photos of completed projects, possible projects for 2020.
RESOLUTION #20-02 RUSK COUNTY PARKS AND RECREATION
WHEREAS, the County Forest Road Aids (100-82-56113-366) budget line has decreased from $37,036.00 in 2019 to $7,207.00 in 2020 and;
WHEREAS, the Parks and Recreation Maintenance (100-52-55201-249) budget line has been eliminated from $15,000.00 in 2019 to $0 in 2020 and;
WHEREAS, the Parks and Recreation Leased Equipment (100-52-55201-530) budget line has been eliminated from $13,004 in 2019 to $0 in 2020 and;
WHEREAS, the Parks and Recreation Contracted Services (100-52-55201-216) budget line has decreased from $20,000 to $3,000 in 2020.
WHEREAS, this has reduced the total County Parks and Recreation Budget (#620) from $190,667.00 in 2019 to $110,941.00 in 2020.
NOW, THEREFORE, BE IT RESOLVED, $45,000 be added to the County Parks and Recreation Budget #620 from general fund account.
BE IT FURTHER RESOLVED This will assure that Rusk County's Park and Campground Facilities will continue to provide adequate services for our residents as well as continue to increase tourism to Rusk County.
Submitted by Rusk County Forestry Committee: S/Schneider, Liefting, DuSell, Rathsock.
Motion by Schneider, second by Brown to adopt. Explanation of resolution by Schneider. Tatur explained budget and process. Discussion. Summerfield explained options at this point: send back to committees and bring back to full board in February or move forward with vote. Discussion. Motion by Schneider, second by DuSell to postpone and send back to Forestry & Finance Committees. Motion carried. Resolution sent back to committees by aye vote.

RESOLUTION #20-03 RESOLUTION AWARING THE SALE OF $3,955,000 GENERAL OBLIGATION PROMISSORY NOTES
WHEREAS, on December 17, 2019, the County Board of Supervisors of Rusk County, Wisconsin (the "County") adopted an initial resolution, by a vote of at least 3/4 of the members elect, authorizing the issuance of general obligation promissory notes in an amount not to exceed $3,115,000 for the public purpose of financing 2019 and 2020 capital improvement plan projects (the "Project");
WHEREAS, on December 17, 2019, the County Board of Supervisors also adopted an initial resolution authorizing the issuance of general obligation promissory notes in an amount not to exceed $860,000 for the public purpose of refunding obligations of the County, including interest on them (the above-referenced initial resolutions are referred to herein as the "Initial Resolutions") and a resolution providing that the general obligation promissory notes authorized by the Initial Resolutions be issued and sold as a single issue, referred to herein as "General Obligation Promissory Notes" (the "Notes") for the purpose of paying the cost of the Project and refinancing certain outstanding obligations of the County;
WHEREAS, the obligations to be refunded are the Trust State Fund Loan dated December 30, 2010 and the State Trust Fund Loan dated January 11, 2019 (collectively, the "Refunded Obligations") hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");
WHEREAS, the County Board of Supervisors hereby finds and determines that the Project is within the County's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;
WHEREAS, the County Board of Supervisors deems it to be necessary, desirable and in the best interest of the County to refund the Refunded Obligations for the purpose of achieving debt service savings;
WHEREAS, it is the finding of the County Board of Supervisors that it is necessary, desirable and in the best interest of the County to sell the Notes to Robert W. Baird & Co. Incorporated (the "Purchaser") pursuant to the terms and conditions of its note purchase proposal attached hereto as Exhibit A and incorporated herein by reference (the "Proposal"); and
WHEREAS, it has been determined to issue the Notes in the principal amount of $3,950,000 ($3,115,000 to finance the Project and $835,000 to finance the Refunding).
NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of the County that:
Section 1. Sale of the Notes. For the purpose of paying the cost of the Project and the Refunding, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of THREE MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS ($3,950,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to execute an acceptance of the Proposal on behalf of the County. To evidence the obligation of the County, the Chairperson and County Clerk are hereby authorized, empowered, and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the County, the Notes aggregating the principal amount of THREE MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS ($3,950,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.
Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of $3,950,000; shall be dated March 4, 2020; may be in denominations of $5,000 or any integral multiple thereof, shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2021. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").
Section 3. Redemption Provisions. The Notes maturing on March 1, 2027 and thereafter are subject to redemption prior to maturity, at the option of the County, on March 1, 2026 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the County, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.
Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by reference.
Section 5. Tax Provisions. (A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years 2020 through 2029 for the payments due in the years 2021 through 2030 in the amounts set forth on the Schedule.
(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the County shall be and continue without power to repeal such levy or oblige the County to refund tax until all such payments have been made or provided for. After the time of sale of the Notes, said tax shall be, from year to year, carried onto the tax roll of the County and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the County for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.
(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the County then available, which sums shall be replaced upon the collection of the taxes herein levied.
Section 6. Segregated Debt Service Fund Account. (A) Creation and Deposits. There be and there hereby is established in the treasury of the County, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the County may be considered as separate and distinct accounts within the debt service fund. Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, dated March 4, 2020" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Notes; (ii) any premium not used for the Refunding which may be received by the County above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.
(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and
interest on the Notes prior to the scheduled receipt of taxes from the notes succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law, and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Notes as permitted by and subject to Section 67.112(2), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments") and shall continuously be used for the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

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

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

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

Section 9. Compliance with Federal Tax Laws. (a) The County represents and covenants that the projects financed by the Notes and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Notes or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The County further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax exempt status of the interest on the Notes included in the Refunded Obligations, and that all interest from the Notes is not taxable. (b) The Notes shall be issued so as to avoid the disallowance of tax credits or savings or the denial of tax benefits to the holders of the Notes due to Section 1250 or 1254 of the Code.

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

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and shall be delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Associated Trust Company, New York, New York ("DTC"), as the fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgments as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and computation, disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 13. Persons Treated as Owners; Transfer of Notes. The Notes shall be issued in registered form in denominations of $1,000 or any integral multiple thereof. The County agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the County Clerk or other appropriate officer of the County to enter a Fiscal Agency Agreement between the County and the Fiscal Agent.

Section 14. Record Date. The county hereby authorizes the Chairperson and County Clerk or any other appropriate officers of the County to enter a Fiscal Agency Agreement between the County and the Fiscal Agent. Such agreement may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stat. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 15. Utilization of the Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the County Clerk or other appropriate officer of the County is authorized and directed to execute and deliver to DTC on behalf of the County to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the County Clerk's office.

Section 16. Official Statement. The County hereby authorizes the preparer of the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 ("Rule") or any successor rule. All information taken by or furnished to the Official Statement the County in connection with the preparation of the Preliminary Official Statement and any addenda to it or to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgments as may be necessary and convenient to effectuate the Closing. In connection with the Closing, the appropriate County official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The County shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the extent required under the Rule, the Chairperson and County Clerk, or other officer of the County charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County's Undertaking.

Section 17. Undertaking to Provide Continuing Disclosure. The County hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written Undertaking with the DTC (or other undertakers) to provide continuing disclosure of the financial information and operations data and timely and accurate and complete disclosure of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any other rights available to the parties with the provisions of the Undertaking shall not be an event of default under the Undertaking).

Section 18. Redemption of the Refunded Obligations. The County hereby calls the Refunded Obligations for redemption on March 15, 2020. The County hereby directs the County Clerk to work with the Purchaser and with Associated Trust Company, National Association, as fiscal agent with respect to the State Trust Fund Loan dated December 30, 2010, to cause timely notice of redemption to be sent to the Board of Commissioners of Public Lands at least 30 days prior to the date of redemption of the Refunded Obligations.

Section 19. The County hereby directs the County Clerk to take all actions necessary for the redemption of the Refunded Obligations. Any and all actions heretofore taken by the officers and agents of the County to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 20. Record Book. The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.
Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the County are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and County Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Submitted by Rusk County: R/

Motion by Tatur, second by Gierke to adopt. Explanation by Winters. Discussion on debt level, rating. Motion carried. Resolution adopted by aye vote.

APPOINTMENTS

ADRC Nutrition/Aging Committee: Motion by Schneider, second by Stout to appoint Marg Ellmann. Motion carried.

Indianhead Federated Library: Motion by Stout, second by Vacho to appoint Lyle Lieffring. Motion carried.

ANNOUNCEMENTS

DuSell announced he had given testimony on wildlife damage to the Senate Committee.


ADJOURNMENT

Motion by Lieffring, second by McBain to adjourn. Motion carried. Meeting adjourned at 11:03 p.m.

Next meeting: February 25, 2020 at 9:00 a.m.

Loren Beebe, Rusk County Clerk
Danielle Zimmer, Chief Deputy Clerk