

Bayfield County Clerk

Scott S. Fibert, *County Clerk*

Kim Mattson, *Accountant*

Gail M. Reha, *Bookkeeper*

Jeran Rekemeyer, *Deputy Clerk*

Allison Radke, *Clerk III*



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Draft Minutes of the:
Bayfield County Board of Supervisors' Meeting
October 1st, 2019 6:00 p.m.

Bayfield County Board Room, Bayfield County Courthouse, Washburn, WI

The Bayfield County Board of Supervisors was called to order at 6:02 p.m. by Bayfield County *Chairman*, Dennis Pocernich. A roll call was taken by *County Clerk*- Scott Fibert, as follows: George Newago- present; Thomas Gordon- present; Larry Fickbohm- present; Harold Maki- present; Jeremy Oswald- present; Jeffrey Silbert- present; Dennis Pocernich- present; Fred Strand- present; Thomas Snilsberg- present; Marty Milanowski- present; David Zepczyk- present; James Crandall- present; Brett Rondeau- absent. Total: 12 present, 1 absent. A quorum was present to conduct business.

The following were also present for today's meeting: *County Administrator*- Mark Abeles-Allison; *County Clerk*- Scott Fibert; *Clerk III*- Allison Radke.

3. **Pledge of Allegiance;** The Pledge of Allegiance was recited by all in attendance.
4. **Public Comment;** No public comment was received.
5. **Motion Regarding the Minutes of the August 27, 2019 Bayfield County Board of Supervisors' Meeting;**

Motion by Silbert, Gordon to approve the Minutes of the August 27, 2019 Bayfield County Board of Supervisors' Meeting. No additions or corrections. Motion carried.

6. **125th Anniversary Celebration for the Bayfield County Courthouse; October 4th, 1894; Bayfield County Judge Anderson, Washburn Mayor Avol, Bayfield Representatives;**

Judge Anderson and Mayor Avol presented information regarding the Bayfield County Courthouse's history in celebration of the structure's 125th anniversary. Bayfield County's original County name was La Pointe County and the County seat was on Madeline Island. The history of the County seat moving from La Pointe to Bayfield to Washburn was recounted by Judge John Anderson with Washburn Mayor Avol aiding in the retelling.

The meeting recessed from 6:21 – 6:32 p.m.

7. **Report of the Bayfield County Planning and Zoning Committee No. 2019-16; Petition to amend the Bayfield County Zoning Ordinance regarding the Zoning of a Joseph & Laurie Merz parcel in the Town of Bell from Agricultural-One (Ag-1) to Residential-One (R-1); Rob Schierman, Planning and Zoning Director;**

Supervisor Rondeau arrived via telephone.

Planning and Zoning Director Schierman summarized the report and gave background information. The property is currently zoned as Agricultural-One. By today's standards, it is too small to be zoned as Agricultural-One. It is a two-acre parcel in the Town of Bell. The Merz family has requested to rezone the property to Residential-One. The Planning and Zoning Committee has reviewed and recommended this rezone for approval.

REPORT OF THE BAYFIELD COUNTY PLANNING AND ZONING COMMITTEE

TO: The County Board of Supervisors of Bayfield County on the hearing of petitions to amend the Bayfield County Zoning Ordinance.

The Planning and Zoning Committee of the Bayfield County Board of Supervisors, having held a public hearing pursuant to Section 59.69(5)(e), Wisconsin Statutes; notice thereof having been given as provided by law; and having been duly informed of the facts pertinent to the following changes; hereby recommends the following action on said petition:

The Zoning of Joseph & Laurie Merz 1.99-acre parcel (ID# 7229) (Doc.# 2018R-575559), located in the Northeast Quarter (NE¼) of the Northeast Quarter NE¼, further described as: Commencing at the point of intersection of the West line of the Town Road which runs along the East line of said Section Four (4), with the South line of said Northeast quarter of the Northeast quarter; Thence North along the West line of said Town Road a distance of 350 feet more or less to a 1½" iron pipe monument driven into the ground, which is the point of beginning; Thence continuing North along the West line of the town Road a distance of 208 feet more or less to a 1½" iron pipe monument driven into the ground; Thence Westerly at right angles to the West line of the Town Road a distance of 416 feet; Thence South on a line parallel with the West line of the Town Road, a distance of 208 feet; Thence Easterly a distance of 416 feet more or less to the point of beginning, in Section Four (4), Township Fifty (50) N, Range Six (6) W, Town of Bell, Bayfield County, WI **from Agricultural-One Ag-1 to Residential-One (R-1).**

Motion by Maki, Fickbohm to receive and place on file Report No. 2019-16, Petition to amend the Bayfield County Zoning Ordinance regarding the Zoning of a Joseph & Laurie Merz parcel in the Town of Bell from Agricultural-One (Ag-1) to Residential-One (R-1). Motion carried.

8. **Bayfield County Ordinance No. 2019-16; Amendment regarding the Zoning of a Joseph & Laurie Merz parcel in the Town of Bell from Agricultural-One (Ag-1) to Residential-One (R-1); Rob Schierman, Planning and Zoning Director;**

This Ordinance will allow the action to be taken to rezone this property and to amend the zoning map.

The Bayfield County Board of Supervisors ordains as follows:

That the Bayfield County Zoning Ordinance, adopted June 1, 1976, be and the same, is hereby amended as follows:

WHEREAS, Wisconsin Statutes §59.69 (5) authorizes the County Board to adopt a zoning ordinance; and

WHEREAS, Wisconsin Statutes §59.69(5)(e) authorizes the County Board to change district boundaries; and

WHEREAS, it is deemed in the best interest of the County of Bayfield that the District Boundaries be further modified and amended in the manner hereinafter set forth;

NOW, THEREFORE, the Bayfield County Board of Supervisors does hereby ordain as follows:

The Zoning of **Joseph & Laurie Merz 1.99-acre parcel (ID# 7229)** (Doc.# 2018R-575559), located in the Northeast Quarter (NE¼) of the Northeast Quarter NE¼, further described as: Commencing at the point of intersection of the West line of the Town Road which runs along the East line of said Section Four (4), with the South line of said Northeast quarter of the Northeast quarter; Thence North along the West line of said Town Road a distance of 350 feet more or less to a 1½” iron pipe monument driven into the ground, which is the point of beginning; Thence continuing North along the West line of the town Road a distance of 208 feet more or less to a 1½” iron pipe monument driven into the ground; Thence Westerly at right angles to the West line of the Town Road a distance of 416 feet; Thence South on a line parallel with the West line of the Town Road, a distance of 208 feet; Thence Easterly a distance of 416 feet more or less to the point of beginning, in Section Four (4), Township Fifty (50) N, Range Six (6) W, Town of Bell, Bayfield County, WI from **Agricultural-One Ag-1 to Residential-One (R-1)**.

Motion by Silbert, Gordon to adopt Ordinance No. 2019-16, Amendment regarding the Joseph & Laurie Metz parcel in the Town of Bell from Agricultural-One (Ag-1) to Residential-One (R-1). Motion carried.

9. **Bayfield County Resolution No. 2019-64; Providing for the issuance, sale, and delivery of a \$1,650,000 general obligation promissory note, series 2019, Establishing the terms and conditions therefor, Directing its execution and delivery, Creating a debt service account therefor and awarding the sale thereof; County Highway Reconstruction work borrowing in 2019 for 2020; County Administrator Abeles-Allison and County Clerk Scott Fibert;**

A background was given by *County Administrator Abeles-Allison* regarding this promissory note and its purpose. Bayfield County’s *Bond Attorney* composed Resolution No. 2019-64. The proposal is to borrow \$1.65 million dollars for the County Highway reconstruction work. This \$1.65 million dollar will be taxed for in 2020. It is a short-term borrow that will be paid off from property taxes. This is a one-year borrow. Questions and comments were received from *County Board Supervisors*.

BE IT RESOLVED, by the Board of Supervisors (the “Board”) of Bayfield County, Wisconsin (the “County”), as follows:

Section 1. Note Purpose, Authorization, and Award.

1.01 Under and pursuant to the provisions of Wisconsin Statutes, Chapter 67 and Sections 67.045 and 67.12(12), the County is authorized to issue and sell its general obligation promissory notes for any public purpose.

1.02 The Board hereby directs the issuance and sale of its \$1,650,000 General Obligation Promissory Note, Series 2019 (the “Note”) for the public purpose of financing a portion of the County’s 2020 Highway Reconstruction Program consisting of approximately nine miles of County Highway improvements (the “Project”).

1.03 The County has solicited a proposal for the sale of the Note and received a proposal from Bremer Bank, National Association, located in Washburn, Wisconsin (the “Purchaser”), to purchase the Note to pay or provide for costs of the Project, and upon condition that the Note matures and bears interest at the time and annual rate set forth in Section 2. The County, after due consideration, finds such offer reasonable and proper and the offer of the Purchaser is hereby accepted. All actions of the Chairperson, the County Clerk and the Administrator taken with regard to the sale of the Note are hereby ratified and approved.

Section 2. Terms and Form of the Note.

2.01 The Note shall be a single note, dated as of the date of delivery, in fully registered form, in the amount of \$1,650,000, with principal and interest payable March 1, 2020.

The Note shall bear interest on the unpaid principal balance at the rate of 2.96% per annum. Interest shall be payable on March 1, 2020. Payments shall be applied first to interest due through the stated principal payment date set forth above on the unpaid principal balance and thereafter to reduction of principal. Delinquent payments, if any, shall be applied by the registered holder in the following sequence: (1) billed delinquent interest, (2) past-due interest installments, (3) past-due principal installments, (4) interest installments due, and (5) principal installments due.

2.02 The principal amount of the Note maturing on March 1, 2020 is subject to redemption and prepayment at the option of the County on January 2, 2020 and on any day thereafter in whole or in part, at par plus accrued interest to the date of redemption.

2.03 The Board hereby appoints the County Clerk as registrar and transfer agent for the Note (such officer or successor thereof is herein referred to as the “Note Registrar”).

2.04 The Note shall bear interest at the annual rate stated therefor in Section 2.01. The County Treasurer shall make all interest payments with respect to the Note by check or draft mailed to the registered owner of the Note shown on the bond registration records maintained by the Note Registrar at the close of business on the 15th day (whether or not on a business day) of the month next preceding the Interest Payment Date at such owner’s address shown on such bond registration records.

2.05 A. The Note shall be prepared for execution in accordance with the approved form and shall be signed by the manual signature of the Chairperson and attested by the manual signature of the County Clerk. In case any officer whose signature shall appear on the Note shall cease to be an officer before delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until delivery.

B. The County Clerk is authorized and directed to obtain a copy of the proposed approving legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota, which is to be complete except as to dating thereof and cause the opinion to be attached to the Note. The County Clerk is authorized and directed to file the opinion in the County offices.

2.06 A. The County shall cause to be kept at the principal corporate office of the Note Registrar a note register in which, subject to such reasonable regulations as the Note Registrar may prescribe, the County shall provide for the registration of the Note and the registration of transfers of the Note entitled to be registered or transferred as herein provided. In

the event of the resignation or removal of the Note Registrar or its incapability of acting as such, the Note registration records shall be maintained at the office of the successor Note Registrar as may be appointed by the Board.

B. Upon surrender for transfer of the Note at the principal corporate office of the Note Registrar, the County shall execute and the Note Registrar shall authenticate and deliver, in the names(s) of the designated transferee(s), one new note of a like aggregate principal amount, as requested by the transferor.

C. A Note surrendered upon the exchange provided for in this Resolution shall be promptly cancelled by the Note Registrar and thereafter disposed of as directed by the Board.

D. A Note issued in exchange for or upon transfer of the Note shall be a valid obligation of the County evidencing the same debt and entitled to the same benefits under this Resolution as the Note surrendered for such exchange or transfer.

E. The Note presented for a transfer or exchange shall (if so required by the County or the Note Registrar) be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the County and the Note Registrar, duly executed by the registered owner thereof or the owner's attorney duly authorized in writing.

F. The County may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of the Note, other than exchange expressly provided in this Resolution to be made, without expense or without charge to the registered owner.

G. If the Note becomes mutilated or is destroyed, stolen or lost, the Note Registrar will deliver a new Note of like amount, number, maturity dates and tenor in exchange and substitution for and upon cancellation of the mutilated Note or in lieu of and in substitution for the Note destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Note Registrar in connection therewith; and, in the case of the Note being destroyed, stolen or lost, upon filing with the Note Registrar and the County of evidence satisfactory to them that the Note was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Note Registrar of an appropriate note or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the County and the Note Registrar must be named as obligees. The Note so surrendered to the Note Registrar will be cancelled by the Note Registrar and evidence of such cancellation must be given to the County. If the mutilated, destroyed, stolen or lost Note has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Note prior to payment.

2.07 The Note delivered upon transfer of or in exchange for or in lieu of any other Note shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Note.

2.08 The principal of and interest on the Note shall be payable by the Note Registrar in such funds as are legal tender for the payment of debts due the United States of America. The County shall pay the reasonable and customary charges of the Note Registrar for the disbursement of principal and interest.

2.09 Delivery of the Note and payment of the initial advance of the purchase price under the Note shall be made at a place mutually satisfactory to the County and the Purchaser. A

typewritten and executed Note shall be furnished by the County without cost to the Purchaser. The Note, when prepared in accordance with this Resolution and executed, shall be delivered by or under the direction of the County Clerk to the Purchaser upon receipt of the purchase price or initial advance plus accrued interest.

Section 3. Form of the Note.

3.01 The Note shall be typewritten or printed in substantially the following form:

UNITED STATES OF AMERICA
STATE OF WISCONSIN
BAYFIELD COUNTY

R-1

\$1,650,000

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2019

<u>Rate</u>	<u>Date of Original Issue</u>	<u>Maturity Date</u>
2.96%	October 28, 2019	March 1, 2020

REGISTERED OWNER: BREMER BANK, NATIONAL ASSOCIATION

Bayfield County, Wisconsin (the “County”), for value received, promises to pay to the registered owner specified above (the “Holder”), or registered assigns, the principal sum of One Million Six Hundred Fifty Thousand Dollars (\$1,650,000) payable on March 1, 2020, together with interest on the outstanding principal amount from the date hereof at a rate of 2.96% per annum, calculated on 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. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft from the office of the County Treasurer. The County Treasurer shall make the interest payment with respect to this Note directly to the registered owner hereof shown on the bond registration records maintained on behalf of the County by the County Clerk at the close of business on the 15th day of the month next preceding the Interest Payment Date (whether or not a business day) at such owner’s address shown on said bond registration records, without, except for payment of the final principal installment on the Note, the presentation or surrender of this Note, and all such payments shall discharge the obligation of the County to the extent of the payments so made. Payment of the principal shall be made when due upon presentation and surrender of this Note to the County Clerk. For the prompt and full payment of such principal and interest as they become due, the full faith and credit and resources of the County are irrevocably pledged.

The principal of and interest on the Note are payable in such funds as are legal tender for payment of debts due the United States of America. Payments shall be applied first to interest due through the stated principal payment date set forth above on the unpaid principal balance and thereafter to reduction of principal. Delinquent payments, if any, shall be applied by the Holder in the following sequence: (1) billed delinquent interest, (2) past-due interest installments, (3) past-due principal installments, (4) interest installments due and (5) principal installments due.

This Note is issued by the County in the amount of \$1,650,000 pursuant to the authority contained in Wisconsin Statutes, Chapter 67, and Sections 67.045 and 67.12(12), and all other laws thereunto enabling, and pursuant to an authorizing resolution adopted by the governing body of the County on October 1, 2019 (the “Resolution”), for the public purpose of financing a portion

of the County's 2020 Highway Reconstruction Program. The Note is payable from the Series 2019 Promissory Note Debt Service Account in the County's Debt Service Fund and a direct annual ad valorem tax has been levied upon all of the taxable property within the County, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred.

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

The principal amount of the Note shall be subject to redemption and prepayment at the option of the County on January 2, 2020 and on any day thereafter, in whole or in part, at par plus accrued interest to the date of redemption.

The Note is issued as a fully registered note without coupons, in the denomination of \$1,650,000. The County will, at the request of the registered owner, issue one new fully registered note in the name of the registered owner in the aggregate principal amount equal to the unpaid principal balance of the Note, all of like tenor except as to number and principal amount. This Note is transferable by the registered owner hereof upon surrender of this Note for transfer at the principal office of the Note Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Note Registrar and executed by the registered owner hereof or the owner's attorney duly authorized in writing. Thereupon the County shall execute and the Note Registrar shall authenticate and deliver, in exchange for this Note, one new fully registered note in the name of the transferee of an authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of this Note, of the same maturity, and bearing interest at the same rate.

IT IS CERTIFIED AND RECITED that all acts and conditions required by the Constitution and laws of the State of Wisconsin to be done and to exist precedent to and in the issuance of this Note, in order to make it a valid and binding general obligation of the County in accordance with its terms, have been done and do exist in form, time and manner as so required; that all taxable property within the limits of the County is subject to the levy of ad valorem taxes to the extent needed to pay the principal hereof and the interest hereon when due, without limitation as to rate or amount and that the issuance of this Note does not cause the indebtedness of the County to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, Bayfield County, Wisconsin, by its governing body, has caused this Note to be executed in its name by the signatures of the Chairperson and the County Clerk and its corporate seal or a true facsimile thereof to be impressed or imprinted hereon, all as of the date of original issue specified above.

ATTEST:

County Clerk

Chairperson

(SEAL)

Date of Execution: October 28, 2019

REGISTRATION CERTIFICATE

This Note must be registered as to both principal and interest in the name of the owner on the books to be kept by the County Clerk. No transfer of this Note shall be valid unless made on said books by the registered owner or the owner's attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Note and the interest accruing thereon is registered on the books of the County Clerk in the name of the registered owner last noted below.

<u>Date</u> 10/28/2019	<u>Registered Owner</u> Bremer Bank, National Association 31 West Bayfield Street Washburn, WI 54891 Federal Taxpayer I.D. No.: 39-0669450	<u>Signature of County Clerk</u> _____
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ASSIGNMENT

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

(Name and Address of Assignee)

_____ Social Security or other
_____ Identifying Number of
_____ Assignee

the within Note and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature of this assignment must correspond with the name of the registered owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

(Bank, Trust Company, member of

EXHIBIT A TO NOTE

Amount of Disbursement	Date of Disbursement
\$1,650,000	October 28, 2019

Section 4. Borrowed Money Fund; Debt Service Fund.

4.01 A The Series 2019 Borrowed Money Fund. There is hereby created a separate and special fund designated as the Series 2019 Borrowed Money Fund (the “Borrowed Money Fund”), which shall be used solely for payment of costs of constructing the Project. Proceeds of the Note shall be drawn and credited to the Borrowed Money Fund. The monies in said fund may from time to time be invested as provided in Section 66.0603, Wisconsin Statutes. Upon completion of such capital improvements as described in Section 1.02 hereof, and after payment in full of all costs thereof, any balance on hand in the Borrowed Money Fund shall be credited to the Debt Service Account.

B. Debt Service Fund. There is hereby established in the treasury of the County, if it has not already been created, a debt service fund separate and distinct from every other fund (the “Debt Service Fund”), which shall be maintained in accordance with generally accepted accounting principles. Sinking funds established for obligations previously issued by the County may be considered as separate and distinct accounts within the Debt Service Fund. There shall be maintained in the Debt Service Fund a separate account, to be designated the Series 2019 Promissory Note Debt Service Account.

C. The Series 2019 Promissory Note Debt Service Account. To the Series 2019 Promissory Note Debt Service Account (the “Debt Service Account”) there is hereby pledged and irrevocably appropriated and there shall be credited: (1) any collections of all taxes levied herein for the payment of the Note and interest thereon; (2) all investment earnings on funds in the Debt Service Account; (3) accrued interest, if any, received upon delivery of the Note; (4) surplus monies in the Borrowed Money Fund as specified in Section 4.01A hereof; (5) funds appropriated in Section 4.02A hereof in the amount of \$16,822.67; and (6) any and all other monies which are properly available and are appropriated by the County to the Debt Service Account including further deposits as may be required by Section 67.11 of Wisconsin Statutes. The amount of any surplus remaining in the Debt Service Account when the Note and interest thereon are paid shall be used to reduce the amount of taxes levied herein. No money shall be withdrawn from the Debt Service Account and appropriated for any purpose other than the payment of principal of and interest on the Note until all such principal and interest has been paid in full and cancelled; provided (i) the funds to provide for each payment of principal of and interest on the Note prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due; and (ii) any funds over and above the amount of such principal and interest payments on the Note may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Note as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, in interest bearing obligations of the United States of America, or in other obligations of the County, which investments shall continue to be a part of the Debt Service Account. When all of the Note has been paid in full and cancelled, and all permitted investments disposed of, any

money remaining in the Debt Service Account shall be deposited in the general fund of the County, unless the Board directs otherwise.

D. Draws on Note. On the date of issuance of this Note, the County shall draw \$1,650,000 of the Note.

4.02 Debt Service Levy.

A. The Board hereby appropriates \$16,822.67 from the County's General Fund – Contingency Line Item to the Debt Service Account to pay the interest due on the Note on March 1, 2020.

B. For the purpose of paying the principal of and interest on the Note as the same become due, the full faith, credit and resources of the County are hereby irrevocably pledged and there hereby is levied on all the taxable property in the County a direct, annual, irrevocable tax in such year and in such amount as is sufficient, together with the monies appropriated to the Debt Service Account as provided for in Section 4.02A, to meet such principal and interest payments when due; said tax is hereby levied in the year and in the amount shown on Exhibit A hereto, which is incorporated by reference as though fully set forth herein.

B. The County shall be and continue to be without power to amend Sections 4.02A or repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Note, said tax shall be carried into the tax rolls of the County and collected as other taxes are collected.

4.03 Payment of Costs of Issuance. The County agrees to pay the costs of issuance of the Note as set forth in the officers' certificate on the Closing Date.

Section 5. Certificate of Proceedings.

5.01 The officers of the County are authorized and directed to prepare and furnish to the Purchaser and to bond counsel certified copies of all proceedings and records of the County relating to the authorization and issuance of the Note and other affidavits and certificates as may reasonably be requested to show the facts relating to the legality and marketability of the Note as such facts appear from the official books and records of the officers' custody or otherwise known to them. All of such certified copies, certificates and affidavits, including any heretofore furnished, constitute representations of the County as to the correctness of facts recited therein and the actions stated therein to have been taken.

5.02 The County Clerk shall provide and keep a separate 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 Note.

5.03 In the event of the absence or disability of the Chairperson or County Clerk, such officers of the County or members of the Board as in the opinion of the County's attorney may act in their behalf shall, without further act or authorization, execute and deliver the Note, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

Section 6. Tax Covenants.

6.01 A. The County hereby covenants not to use the proceeds of the Note, or to cause or permit them to be used, in such a manner as to cause the Note to be a “private activity bond” within the meaning of Sections 103 and 141 through 150 of the Code.

B. The County covenants and agrees to comply with requirements under the Code necessary to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Note, including without limitation (1) requirements relating to temporary periods for investment, (2) limitation on amounts invested at a yield greater than the yield on the Note, and (3) the rebate of excess investment earnings to the United States if the gross proceeds of the Note are not expended for the purposes of the Note in accordance with the requirements of the small-issuer exception and the regulations thereunder.

C. For purposes of qualifying for the small-issuer exception to the federal arbitrage rebate requirements, the County finds, determines and declares:

- (1) the County is a governmental unit with general taxing powers;
- (2) the Note is not a “private activity bond” as defined in Section 141 of the Code;
- (3) 95% or more of the net proceeds of the Note are to be used for local governmental activities of the County;
- (4) the aggregate face amount of the tax-exempt obligations (other than private activity bonds) issued by the County during the calendar year in which the Note is issued is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

D. In order to qualify the Note as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code, the County hereby makes the following factual statements and representations:

- (1) the Note is not a “private activity bond” as defined in Section 141 of the Code;
- (2) the County hereby designates the Note as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code;
- (3) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the County (and all entities whose obligations will be aggregated with those of the County) during the calendar year in which the Note was issued will not exceed \$10,000,000; and
- (4) not more than \$10,000,000 of obligations issued by the County during the calendar year in which the Note was issued have been designated for the purposes of Section 265(b)(3) of the Code.

E. The County shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this section.

Section 7. Post-Issuance Compliance Policy and Procedures. The Board has previously approved a Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures which shall apply to qualifying obligations to provide for compliance with all

applicable federal regulations for tax-exempt obligations or tax-advantaged obligations (collectively, the “Policy and Procedures”). The Board hereby approves the Policy and Procedures for the Note. The County Clerk continues to be designated to be responsible for post-issuance compliance in accordance with the Policy and Procedures.

EXHIBIT A

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2019
BAYFIELD COUNTY, WISCONSIN

TAX LEVY SCHEDULE

Levy Year/Collect Year	Tax Levy
2019/2020	\$1,650,000*

* Total principal and interest due on the Note on March 1, 2020 is \$1,666,822.67. \$16,822.67 has been appropriated to the Debt Service Account pursuant to Section 4.02A.

Motion by Gordon, Crandall to approve Resolution No. 2019-64, County Highway Reconstruction work borrowing in 2019 for 2020. A roll call was taken as follows: Newago-yes, Gordon-yes, Fickbohm-yes, Oswald-yes, Silbert-yes, Pocernich-yes, Strand-yes, Snilsberg-yes, Milanowski-yes, Zepczyk-yes, Crandall-yes, Rondeau-yes (via telephone), Maki-yes. (13-yes, 0-no) Motion carried.

Supervisor Rondeau departed the meeting via telephone.

10. Discussion and possible action regarding Memorial Medical Center Conduit Building Bonding; Tom Mayfield, National HealthCare Capital and Kent Dumonseau, Memorial Medical Center;

Memorial Medical Center (MMC) is proposing a Conduit Building Bonding from Bayfield County. Tom Mayfield from National HealthCare Capital and Kent Dumonseau from Memorial Medical Center provided information regarding the request to Bayfield County. The building project estimate at this point is \$47 million. The main parts of the new building include improvements/expansions for: surgery, endoscopy, in-patient behavioral health, physical therapy, speech therapy, occupational therapy, and other upgrades. The Bayfield County Board of Supervisors helped MMC in 2011. MMC will cover all legal fees associated with the bond. Questions and comments were received from *County Board Supervisors* regarding liability, mental health services, and the care that Memorial Medical Center provides for Bayfield County citizens. There is no financial implication to Bayfield to Bayfield County. This will allow MMC a more favorable interest rate.

Motion by Gordon, Maki in support of the bond, acting as a conduit for the Memorial Medical Center building project. This bond will be addressed at a public hearing on November 12, 2019. Motion carried.

11. Department of Human Services 2018 Annual Report; Elizabeth Skulan, Human Services Director;

The 2018 Human Services Annual Report was presented by *Human Services Director*, Elizabeth Skulan. It was noted that Human Services makes up about 22% of Bayfield County’s budget. Skulan

reviewed the services that Human Services provides and the associated expenses. Comments were received from *County Board Supervisors* thanking the Human Services Department for all the work they do for the citizens of Bayfield County.

Motion by Crandall, Fickbohm to receive and place on file the 2018 Human Services Annual Report. Motion carried.

12. Discussion and possible action regarding regional housing study; Kellie Pederson, Extension Educator;

Kellie Pederson, *Extension Educator*, gave a presentation regarding the regional housing study that taking place in Ashland and Bayfield Counties. Bayfield is the eldest County in Wisconsin. The group has been meeting for over a year. The group is still in the process of collecting and gathering information. Comments were received by *County Board Supervisors* regarding the need for regional housing. \$6,900 is already allocated in the 2020 budget.

Motion by Gordon, Crandall to appropriate \$6,900 of funds for the regional housing study. Motion carried. A roll call was taken as follows: Newago-yes, Gordon-yes, Fickbohm-yes, Oswald-yes, Silbert-yes, Pocernich-no, Strand-yes, Snilsberg-yes, Milanowski-yes, Zepczyk-yes, Crandall-yes, Rondeau-absent, Maki-no. (10-yes, 2-no, 1-absent) Motion carried.

13. Bayfield County Resolution No. 2019-65; Bayfield County UW-Extension Budget Amendment due to a grant for Potential Adventures through 4-H/Superior Adventures; UW-Extension;

This grant for the program “Potential Adventures Through 4-H/Superior Adventures” is for the amount of \$2,000. It has been used for canoes and a bike rack.

WHEREAS, the Bayfield County UW-Extension Office has received a grant, which will start on July 30, 2019, from the Regional Wellness Fund, Inc. of Memorial Medical Center in the amount of \$2,000 for the program “Potential Adventures Through 4-H/Superior Adventures.”

WHEREAS, the 2019 Bayfield County UW-Extension 292 budget needs to be amended to reflect these increases and expenses:

Revenue Accounts to increase for a total of:	\$ 2,000
# 292-25-48516-001 Potential Adventures Grant Revenue in the amount of:	\$ 2,000
Disbursement Accounts to increase for a total of:	\$ 2,000
#292-25-55636-50340 Operating Supplies in the amount of:	\$ 2,000

NOW, THEREFORE, BE IT RESOLVED that the Bayfield County Board of Supervisors assembled this 1st day of October 2019, does hereby amend the 2019 292- UW-Extension budget to reflect the increase in revenues by \$ 2,000 and the increase in expenditures by \$ 2,000.

Motion by Crandall, Newago to approve Resolution No. 2019-65, Bayfield County UW-Extension Budget Amendment due to a grant for Potential Adventures through 4-H/Superior Adventures. A roll call was taken as follows: Newago-yes, Gordon-yes, Fickbohm-yes, Oswald-yes, Silbert-yes, Pocernich-yes, Strand-yes, Snilsberg-yes, Milanowski-yes, Zepczyk-yes, Crandall-yes, Rondeau-absent, Maki-yes. (12-yes, 0-no, 1-absent) Motion carried.

14. **Bayfield County Amendatory Ordinance No. 2019-17; Creating Chapter 9: Captive Cervids in Bayfield County, Ordinance Title 5: Public Safety; Cervid Study Committee;**

The Ordinance will help reduce the risk of Chronic Wasting Disease (CWD) being introduced into Bayfield County. This Ordinance was drafted by *Corporation Counsel* Coleman. The Planning and Zoning Committee reviewed and recommended this Ordinance for approval.

WHEREAS, Wisconsin Statutes §59.03(2) provides that, except as elsewhere specifically provided in the statutes, the board of any county is vested with all powers of a local, legislative and administrative character; *and*

WHEREAS, Wisconsin Statutes §59.02(2) permits the enactment of ordinances by the County Board of Supervisors; *and*

WHEREAS, Section 2-2-3, Code of Ordinances, Bayfield County, Wisconsin, authorizes County Board committees or individual supervisors to introduce proposed ordinances; *and*

WHEREAS, The County Board of Supervisors, at their July 30, 2019 meeting, directed the establishment of these ordinances.

WHEREAS, it is deemed to be in the best interest of the County of Bayfield to create Chapter 9 “Captive Cervids” in Chapter 1 “Traffic and Parking” of Title 5 “Public Safety,” Code of Ordinances, Bayfield County, Wisconsin; *and*

WHEREAS, it is deemed to be in the best interest of the County of Bayfield that the Code of Ordinances, Bayfield County, Wisconsin, be further modified and amended in the manner hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED, the Bayfield County Board of Supervisors does hereby ordain as follows:

Section 1. Section 5-9-1 [Fencing Standards] of Chapter 9 [Captive Cervids] of Title 5 [Public Safety] of the Code of Ordinances, Bayfield County, Wisconsin is hereby created to read as follows:

Chapter 9: Captive Cervids

Sec. 5-9-1 Fencing Standards Adopted

1. Adoption of Standards. In addition to the Wisconsin Statutes and other state laws adopted, there is also adopted in its entirety NR 16.45, Wis. Adm. Code, entitled “Farm Raised deer; white-tailed deer, specifications” including all amendments to the same.

2. Compliance. All captive cervid operations in Bayfield County, whether new or existing at the time of enactment of this ordinance, must comply with the fencing standards specified in NR 16.45, Wis. Adm. Code.

3. Annual inspection.

a. The Bayfield County Planning and Zoning Agency and Bayfield County Conservation Department shall ensure captive cervid operations comply with all applicable fencing standards.

b. Inspection of all captive cervid operations shall occur on at least an annual basis.

c. A captive cervid operation may be inspected any time there is cause to believe a fence is not in compliance with standards or after a weather event that is known to have impact on fences within Bayfield County.

d. In the event the Bayfield County Planning and Zoning Agency or Bayfield County Land Conservation Department determines that a fence is out of compliance with applicable fencing

standards, either department may, but is not required to, send written notice to the landowner to correct the violation within a specified time period prior to Bayfield County initiating enforcement action.

e. Bayfield County retains the authority to proceed directly to enforcement through citation or the initiation of legal proceedings in the event any fence is found not to comply with applicable fencing standards.

Section 2. Section 5-9-2 [Importation of Live Cervids] of Chapter 9 [Captive Cervids] of Title 5 [Public Safety] of the Code of Ordinances, Bayfield County, Wisconsin is hereby created to read as follows:

Sec. 5-9-2 Importation of Live Cervids.

1. Adoption of Standards. In addition to the Wisconsin Statutes and other state laws adopted, there is also adopted in its entirety ATCP 10.53 (“Farm-raised deer; chronic wasting disease herd status program”) and 10.56 (“Moving farm-raised deer in Wisconsin”), including all amendments to the same.

2. Importation requirements. Importing into Bayfield County via any means a live cervid that is to be housed in the county is prohibited unless all of the following provisions are complied with:

a. The animal comes from a herd enrolled in the Herd Status Program as specified in ATCP 10.53.

b. The animal has a certificate of veterinary inspection (CVI) as specified in ATCP 10.56(2-3).

c. An “Affidavit Certifying Cervid Origin” is submitted demonstrating the animal comes from a location that is not within 10 miles of where there is a documented case of a communicable disease in a wild or captive cervid recorded within five years prior to the animal being moved.

3. Submission of Documentation. The documentation required by paragraph 2, above, shall be submitted via certified mail to the Bayfield County Clerk within thirty (30) days of the date the live cervid(s) was brought into Bayfield County. The County Clerk shall then provide copies to the Planning and Zoning Agency and the Land Conservation Department.

Section 4. Except as specifically modified and amended by this ordinance, the Bayfield County Code of Ordinance shall remain in force and effect exactly as originally adopted and previously amended. All ordinances or parts of ordinances inconsistent with or in contravention of the provisions of this ordinance are hereby repealed.

Section 5. **SEVERABILITY.** If a court of competent jurisdiction adjudges any section, clause, provision, or portion of this ordinance unconstitutional or invalid, the remainder of this ordinance shall not be affected thereby.

Section 6. **EFFECTIVE DATE.** This ordinance shall take effect and be in full force from and after its passage.

Motion by Strand, Zepczyk to adopt Amendatory Ordinance No. 2019-17; Creating Chapter 9: Captive Cervids in Bayfield County, Ordinance Title 5: Public Safety. Motion carried.

15. Discussion and possible action regarding Bayfield County Jail Remodel bid opening; Paul Susienka, Bayfield County Sheriff;

Sheriff Susienka provided information about the Jail Remodel bid opening. The objective is to improve safety for staff, inmates, and reduce liability for Bayfield County. It will improve the work flow for the staff and will increase the amount of holding cells. The cost is expected to be

\$680,383.20 for the project.

Motion by Oswald, Fickbohm to approve the bid from V&S Construction Services for the Bayfield County Jail Remodel bid opening. Motion carried.

16. **Bayfield County Resolution No. 2019-66; Amending the 2019 Budget for the Jail Remodel Project;**

Further discussion was held about the Jail Remodel Project. Questions were answered about the timeline for the remodel project and jail boarding revenues. The Bayfield County Jail will continue operation throughout the remodeling project.

WHEREAS, in 2018 the Sheriff's Office and Committee discussed and proposed a remodeling of the jail to provide additional holding cells including a padded cell to adjust to special needs as a result of meth and opioid addicted intakes; and,

WHEREAS, the 2019 budget included funding to select an engineer and develop plans for the proposed project; and,

WHEREAS, the engineer and architect recommended several modifications to the original plan. Modifications including sewer upgrade, upgrades to linear design style cell blocks and addition of one more holding cell for a total of three new holding cells were recommended. The recommend option from the engineer also improves booking room flow; and,

WHEREAS, Bayfield County has \$200,000 in contingency budgeted for this project in 2019.

WHEREAS, supplemental funds will be need from fund balance for the balance of the project.

NOW, THEREFORE, BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 1st day of October 2019, authorizes \$200,000 in contingency earmarked for this project to be transferred to the Capital Improvement Project and authorizes that \$480,383 be transferred from general fund balances to the Capital Improvement Fund for the Jail Remodel Project.

Decrease General Fund Contingency line 100-00-51400-50000 by:	\$200,000
Increase General Fund Transfer to CIP line 100-00-59430-50820 by:	\$200,000

Increase General Fund Balance applied account 100-00-49301 by:	\$480,383
Increase Transfer to CIP account 100-00-59430-50820 by:	\$480,383

Increase CIP Transfer from Other Funds 430-70-49201 by:	\$680,383
Increase CIP Capital Projects 430-17-57100-50820 by:	\$680,383

Motion by Oswald, Gordon to approve Resolution No. 2019-66, Amending the 2019 Budget for the Jail Remodel Project. A roll call was taken as follows: Newago-yes, Gordon-yes, Fickbohm-yes, Oswald-yes, Silbert-yes, Pocernich-yes, Strand-yes, Snilsberg-yes, Milanowski-yes, Zepczyk-yes, Crandall-yes, Rondeau-absent, Maki-yes. (12-yes, 0-no, 1-absent) Motion carried.

17. **Bayfield County Resolution No. 2019-67; Bayfield County Fair Budget Adjustment for the Compeer grant; Department of Tourism;**

This budget adjustment for the Bayfield County Fair is for a Compeer grant in the amount of \$3,000. The grant money was used towards horse barn improvements. The Tourism and Fair Committee has reviewed this Resolution and recommended it for approval.

WHEREAS, Bayfield County applied for and has been awarded a Facilities Upgrade Grant from the Compeer Fund;

WHEREAS, this project will address improvements to the Horse Barns, including repairs of the roof and gutters;

WHEREAS, additional budget authority is required for these projects;

NOW, THEREFORE, BE IT RESOLVED, that the Bayfield County Board of Supervisors, meeting this 1st day of October 2019, approve the following budget amendment to authorize revenues and expenditures necessary to facilitate the Horse Barn Improvements.

Increase revenue account # 100-23-48517 by:	\$3,000
Increase expense account # 100-23-55463-50350 by:	\$3,000

Motion by Strand, Crandall to approve Resolution No. 2019-67, Bayfield County Fair Budget Adjustment due to the Compeer grant. A roll call was taken as follows: Newago-yes, Gordon-yes, Fickbohm-yes, Oswald-yes, Silbert-yes, Pocernich-yes, Strand-yes, Snilsberg-yes, Milanowski-yes, Zepczyk-yes, Crandall-yes, Rondeau-absent, Maki-yes. (12-yes, 0-no, 1-absent) Motion carried.

18. Bayfield County Resolution No. 2019-68; Bayfield County Fair Budget Adjustment for the Great Lakes Basin tree planting grant; Department of Tourism;

Resolution No. 2019-68 is for a \$10,000 tree planting grant that has been awarded to the Bayfield County Fair from the DNR. The tree planting took place at the Bayfield County Fairgrounds. It has been reviewed and recommended for approval by the Tourism and Fair Committee.

WHEREAS, Bayfield County applied for and has been awarded a DNR Great Lakes Basin Tree Planting Grant from the Bay-Lake Regional Planning Commission; and

WHEREAS, this project will address improvements to the fairgrounds, including prevention of soil erosion and providing shade; and

WHEREAS, additional budget authority is required for these projects;

NOW, THEREFORE, BE IT RESOLVED, that the Bayfield County Board of Supervisors, meeting this 1st day of October 2019, approve the following budget amendment to authorize revenues and expenditures necessary to facilitate the Tree Planting project.

Increase revenue account # 100-23-43571-100 by:	\$10,000
Increase expense account # 100-23-55464-50290 by:	\$10,000

Motion by Strand, Crandall to approve Resolution No. 2019-67, Bayfield County Fair Budget Adjustment due to the Great Lakes Basin tree planting grant. A roll call was taken as follows: Newago-yes, Gordon-yes, Fickbohm-yes, Oswald-yes, Silbert-yes, Pocernich-yes, Strand-yes, Snilsberg-yes, Milanowski-yes, Zepczyk-yes, Crandall-yes, Rondeau-absent, Maki-yes. (12-yes, 0-

no, 1-absent) Motion carried.

19. Appointment to the Board of Adjustment; Adrian Wydeven; Term ends June 30, 2020;

Adrian Wydeven has been nominated to serve on the Board of Adjustment with a term ending on June 30, 2020. Information was provided about his background and experience. Wydeven is a resident of the Town of Namakagon and formally worked for the Department of Natural Resources as a Wildlife Biologist.

Motion by Strand, Fickbohm to approve the appointment of Adrian Wydeven to the Board of Adjustment with a term ending on June 30, 2020. Motion carried.

20. The Bayfield County Board of Supervisors may entertain a motion to move in and out of Executive/Closed Session pursuant to: §19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

Motion by Milanowski, Crandall to enter Executive/Closed Session at 8:13 p.m. Motion carried with unanimous vote.

The following were allowed to remain in Executive/Closed Session: *County Administrator-* Mark Abeles-Allison; *County Clerk-* Scott Fibert; *Clerk III-* Allison Radke.

Discussion took place with no action regarding the Red Cliff Zoning Lawsuit.

There being no further business to conduct in Executive/Closed Session, *a motion was made by Milanowski, Snilsberg to return to Open Session at 8:18 p.m. Motion carried.*

21. Bayfield County Administrator's Report:

a) Future County Board Meeting Dates:

- ✓ **October 29th, 2019**
- ✓ **November 12th, 2019 (Statutory Meeting)**
- ✓ **No December 2019 County Board meeting anticipated at this time. Will schedule if required.**

b) 2020 County Budget Update;

The Executive Committee will meet on Monday, October 7th at 3:00 p.m. and for its regularly scheduled meeting on Thursday, October 10th. The Executive Committee will most likely approve the budget at one of those meetings.

c) Wisconsin Counties Association (WCA) Annual Conference;

Five County Board *Supervisors* attended the WCA Conference.

d) 2020 Census;

The first Complete Count Meeting was held.

Bayfield *County Clerk* Fibert reminded all *Supervisors* that papers for the April Election will be distributed at the November County Board meeting.

22. **Supervisors' Reports;** None received.

23. **Future Agenda Items;**

It was requested to address the Tribal-County Sheriff's agreement at October 29th County Board meeting.

24. **Adjournment.**

There being no further business to come before the Bayfield County Board of Supervisors', *Chair* Pocernich adjourned the meeting at 8:23 p.m.

Respectfully submitted,

SCOTT S. FIBERT

Scott S. Fibert, *Bayfield County Clerk*
SSF/alr