

Bayfield County Clerk

Lynn M. Divine, *County Clerk*

Kim Mattson, *Accountant*
Gail M. Reha, *Bookkeeper*

Jeran Delaine, *Deputy Clerk*
Paige Terry, *Clerk III*



Ph: 715.373.6100 • Fx: 715.373.6153 • Email: Lynn.Divine@bayfieldcounty.wi.gov • 117 E. Fifth Street, PO Box 878, Washburn, WI 54891

Minutes of the: Bayfield County Board of Supervisors' Meeting September 21st, 2021 6:00 p.m.

Meeting Held in the Bayfield County Board Room, Courthouse, Washburn, WI
& Remotely

The meeting of the Bayfield County Board of Supervisors was called to order at 5:59 p.m. by Bayfield County *Chairman* Dennis M. Pocernich. A roll call was taken by *County Clerk*- Lynn Divine, as follows: Steve Sandstrom-present; Mary Dougherty-present virtually; Larry Fickbohm-present; Charly Ray-present; Jeremy Oswald-present; Jeff Silbert-present; Brett Rondeau-present; Fred Strand-absent; Tom Snilsberg-present virtually; Marty Milanowski-present; David Zepczyk-present; Jim Crandall-present; Dennis Pocernich-present. 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*- Lynn M. Divine virtually; *Land Records Administrator*-Scott Galetka; *Health Director*-Sara Wartman virtually; *Clerk III*- Paige Terry virtually

3. **Pledge of Allegiance:** The Pledge of Allegiance was recited by all in attendance.

4. **Public Hearing, Bayfield County Tentative Redistricting Plan:**

Abeles-Allison gave a brief review of the census and redistricting process, the census numbers for Bayfield County, and meetings conducted by the redistricting committee. Galetka reviewed the concept of deviation with the audience and the other parameters that go into drafting the different mapping options. Galetka and Abeles-Allison reviewed the different mapping options with the audience.

Fickbohm had concerns regarding the separation of the Town of Bell from the Towns of Clover, Port Wing, and Orienta in mapping options 4B and 4C, stating that the Town of Bell population and demographics are more like the previously listed towns compared to the Towns of Bayfield and Bayview.

Billie Hoopman, City and Town of Bayfield, spoke on behalf of both the Town and the City and expressed concerns about separating the Town from the City into two separate districts and stated she heard similar complaints from citizens of both municipalities who would like the two municipalities kept in the same district.

Tom Gordon, Town of Bayfield Chairman, disappointed didn't hear back from board. Expressed concern over separating town from city. Would like the board to make an option that keeps the two together. Allow towns representatives to come in and help draw maps.

Discussion took place regarding the presented mapping options and potential mapping options that would keep the Town and City of Bayfield in the same district as well as keeping the Town of Bell in the same district as Clover, Port Wing, and Orienta.

Ray asked about the process going forward regarding redistricting. Divine explained the redistricting process to the audience.

Multiple board supervisors expressed support to maintain the current number of 13 supervisory districts.

Chairman Pocernich suggested holding a redistricting committee meeting with all interested towns present that would allow the towns to offer input for the mapping options so a new tentative redistricting plan may be developed and presented at a special board meeting.

The board decided to send the topic back to the redistricting committee, which will meet on September 29, 2021, at 4:00 p.m. to discuss, and the topic will be brought back to the County Board at a special meeting to be held on September 30, 2021, at 4:00 p.m.

Motion by Milanowski, seconded by Ray to close the public hearing. Motion carried, 12-0, 1 absent. Public hearing closed at 7:29 p.m.

The board took a short recess and reconvened at 7:33 p.m.

5. Discussion and Possible Action, Minutes from August 31st, 2021:

Motion by Crandall, seconded by Zepczyk to approve the Minutes of the Monthly Bayfield County Board of Supervisors Meeting held on August 31, 2021. Motion carried, 12-0, 1 absent.

6. Public Comment:

Lois Palmer, Town of Clover, spoke in opposition of the proposed water bottling plant in the Town of Clover.

7. Bayfield County Resolution No. 2021-77:

2021-77

Retirement of Paul Johanik

WHEREAS, Paul Johanik has served Bayfield County with distinction, honor and dedication in the Bayfield County Highway Department for 32 years,

NOW, THEREFORE BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 21st day of September, 2021, honors Paul Johanik for his 32 years of public service to Bayfield County and expresses gratitude for his efforts, wishing him well in the years ahead.

Motion by Rondeau, seconded by Oswald to adopt Resolution No. 2021-77 In Recognition and Appreciation of Paul Johanik for 32 years of commitment and service in the Bayfield County Highway Department. Motion carried, 12-0, 1 absent.

8. 2020 Audit Presentation:

Kim Schultz presented the overview and highlights of the 2020 Financial Reports. Bayfield County was given an unmodified opinion. The general fund-fund balance, cash and investments, long-term debt, special revenue fund, debt service fund, capital project fund, highway fund, internal service fund, and the analysis of debt service were reviewed. The general fund-fund balance totaled \$15,100,853 at the end of 2020. Schultz reviewed the different fund balance allocations with \$4,328,759 in the fund balance currently unassigned. Most categories were under budget in 2020. Cash balance totaled a little over \$20 million for 2020. Bayfield County

had approximately \$2.8 million in general obligation debt. Approximately \$3.6 million in federal and state awards was received in 2020.

Motion by Rondeau, seconded by Crandall to receive and place on file. Motion carried, 12-0, 1 absent.

9. Public Health Update:

Wartman reported that COVID-19 cases in Bayfield County are on the rise with case numbers being 94+ in September with the number of breakthrough cases also going up. The more severe COVID-19 cases are being exhibited in unvaccinated individuals. Approximately 75% of the Bayfield County population has received at least one dose of the vaccine. Wartman informed the board that the Health Department has hired three more staff members for contact tracing as well as cross trained additional staff members to help with these efforts. The health department initially intended to hold booster clinics in the fall but has not yet had FDA and CDC approval to move forward. Severely immunocompromised individuals are able to receive the COVID-19 booster shot. Testing sites will be open every Friday until October 22, 2021, alternating between Iron River and the City of Washburn. Other influenza, RSV, and respiratory illnesses are spreading through the community. 99% of sequenced COVID-19 specimens in our region were the Delta variant. The Health Department is trying to increase vaccine clinic efforts and are trying to be proactive with testing supplies. A drive thru flu clinic will be open in the City of Washburn on October 6, 2021. There were no additional COVID-19-related deaths reported in the month of September.

8:10 p.m. – Rondeau left the meeting.

10. Bayfield County Resolution No. 2021-78:

2021-78

To Approve a Tentative County Board Supervisory District Boundary Plan

WHEREAS, the redistricting of County Board Supervisory Districts to reflect population changes found in the 2020 Census is required by Wisconsin Statutes 59.10; *and*,

WHEREAS, because of the COVID-19 pandemic, census data was not able to be transmitted to the states until late August 2021, thereby shortening the statutory deadlines in development of the supervisory plan; *and*,

WHEREAS, due to no extensions of the redistricting timelines, the county and municipalities are working on a very shortened timeline to complete redistricting; *and*,

WHEREAS, on June 29, 2021, the Bayfield County Board of Supervisors appointed an advisory redistricting committee; *and*,

WHEREAS, the advisory committee met three times on July 27, 2021; August 18, 2021; August 23, 2021 and recommended continuing operating with 13 supervisory districts; *and*,

WHEREAS, the advisory committee shared the committee progress and tentative plan options with all municipalities on September 8, 2021; *and*,

WHEREAS, the tentative plan options consider the goals of one-person, one-vote, compactness, community of interest, recognizable boundaries, and whole contiguous municipalities; *and*,

WHEREAS, the Bayfield County 2020 Census Redistricting Advisory Committee has held a public hearing for input on the tentative plan; *and*,

WHEREAS, a tentative Bayfield County Supervisory District Plan must be approved by the Bayfield County Board in order to give municipalities time to complete their ward boundary development, followed by a public hearing and adoption of a final supervisor district plan set for November 9, 2021 in advance of the December candidacy filing requirement.

NOW, THEREFORE, BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 21st day of September 2021, does hereby adopt the attached tentative County Supervisory District Plan (Number ____) setting forth 13 supervisory districts and tentative boundaries; *and*,

BE IT FURTHER RESOLVED, that the Bayfield County Clerk shall transmit to each Bayfield County municipal governing body the tentative Bayfield County Supervisory District Plan.

Chairman Pocernich tabled the item until the next board meeting so the Advisory Redistricting Committee would have time to meet again and discuss other mapping options on Wednesday, September 29, 2021, at 4:00 p.m.

11. Bayfield County Resolution No. 2021-79:

2021-79

Resolution Providing for the Issuance, Sale, and Delivery of a \$1,650,000 General Obligation Promissory Note, Series 2021, of Bayfield County, Wisconsin; Establishing the Terms and Conditions Therefore; Directing its Execution and Delivery; Creating a Debt Service Account Therefor and Awarding the Sale Thereof

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 2021 (the “Note”) for the public purpose of financing a portion of the County’s 2021 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, 2022.

The Note shall bear interest on the unpaid principal balance at the rate of 1.78% per annum. Interest shall be payable on March 1, 2022. 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, 2022 is subject to redemption and prepayment at the option of the County on January 2, 2022 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 the Bayfield County Corporation Counsel, 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 2021

| <u>Rate</u> | <u>Date of Original Issue</u> | <u>Maturity Date</u> |
|-------------|-------------------------------|----------------------|
| 1.78% | October 23, 2021 | March 1, 2022 |

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, 2022, together with interest on the outstanding principal amount from the date hereof at a rate of 1.78% 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 September 21, 2021 (the "Resolution"), for the public purpose of financing a portion of the County's 2021 Highway Reconstruction Program. The Note is payable from the Series 2021 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, 2022 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 21, 2021

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> | <u>Registered Owner</u> | <u>Signature of County Clerk</u> |
| 10/21/2021 | Bremer Bank, National Association 31 West Bayfield Street Washburn, WI 54891 Federal Taxpayer I.D. No.: 39- 0669450 | _____ |

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
National Securities Exchange)

EXHIBIT A TO NOTE

| | |
|---------------------------|-------------------------|
| Amount of Disbursement | Date of Disbursement |
| \$1,650,000 | October 21, 2021 |

Section 4. Borrowed Money Fund; Debt Service Fund.

4.01 A The Series 2021 Borrowed Money Fund. There is hereby created a separate and special fund designated as the Series 2021 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 2021 Promissory Note Debt Service Account.

C. The Series 2021 Promissory Note Debt Service Account. To the Series 2021 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, 2022.

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 2021 BAYFIELD COUNTY, WISCONSIN

TAX LEVY SCHEDULE

| Levy Year/Collect Year | Tax Levy |
|------------------------|--------------|
| 2021/2022 | \$1,650,000* |

* Total principal and interest due on the Note on March 1, 2022 is \$1,666,822.67. \$16,822.67 has been appropriated to the Debt Service Account pursuant to Section 4.02A.

Motion by Crandall, seconded by Milanowski to adopt Resolution No. 2021-79 Providing for the issuance, sale, and delivery of a \$1,650,000 general obligation promissory note, series 2021, Establishing terms and conditions therefore, directing its execution and delivery, creating a debt service account therefore and awarding the sale thereof; County Highway Reconstruction work borrowing in 2021 for 2022. Roll Call Vote: Sandstrom-yes; Fickbohm-yes; Dougherty-yes; Ray-yes; Silbert-yes; Rondeau-absent; Strand-absent; Snilsberg-yes; Milanowski-yes; Zepczyk-yes; Crandall-yes; Pocerlich-yes; Oswald-yes. Motion carried, 11-0, 2 absent.

12. Bayfield County Resolution No. 2021-80:

2021-80

Municipal Voting Equipment Budget Amendment

WHEREAS, the Bayfield County Clerk serves as the Chief Election Officer for the County; *and*,

WHEREAS, the Bayfield County Clerk’s Office has a strong working relationship with the Bayfield County municipalities and elections; *and*,

WHEREAS, Bayfield County has historically assisted municipalities by coordinating election processes and hardware; *and*,

WHEREAS, the Clerk’s Office coordinated equipment demonstration sessions last month for county municipalities; *and*,

WHEREAS, there is a benefit to Bayfield County and municipalities by having common hardware for elections; *and*,

WHEREAS, significant economies (discounts) can be achieved by having Bayfield County make a bulk purchase; *and*,

WHEREAS, municipalities have asked the County to assist with an update of election equipment; *and*,

WHEREAS, municipalities understand they will need to reimburse the county.

NOW THEREFORE BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 21st day of September, 2021, agrees to make a bulk purchase of election equipment not to exceed the amount of \$249,955 from General Fund Balances, to be paid out of the County Capital Improvement Fund; *and*,

BE IT FURTHER RESOLVED, the Bayfield County municipalities agree to reimburse Bayfield County at the discounted rate by December 31, 2021; *and*,

BE IT FURTHER RESOLVED, that prior to placing orders municipalities will request what equipment they want and their commitment to reimbursement the county in writing; *and*

BE IT FURTHER RESOLVED, that the Bayfield County Board of Supervisors does hereby approve the following budget amendment:

| | | | |
|------------------------|--------------------|----|-----------|
| Increase Revenues: | 100-00-49301 | by | \$249,955 |
| | 430-70-49201 | by | \$249,955 |
| Increase Expenditures: | 100-00-59430-50820 | by | \$249,955 |
| | 430-10-57100-50310 | by | \$249,955 |

Motion by Sandstrom, seconded by Milanowski to adopt Resolution No. 2021-80 Municipal Voting Equipment Budget Amendment. Roll Call Vote: Dougherty-yes; Ray-yes; Silbert-yes; Strand-absent; Snilsberg-yes; Fickbohm-yes; Sandstrom-yes; Oswald-yes; Rondeau-absent; Milanowski-yes; Zepczyk-yes; Crandall-yes; Pocernich-yes. Motion carried, 11-0, 2 absent.

13. Bayfield County Resolution No. 2021-81:

2021-81

Bayfield County DNR Surface Water Grant Application

WHEREAS, Bayfield County has numerous artesian wells; *and*,

WHEREAS, these wells are a unique water resource in Bayfield County; *and*,

WHEREAS, Artesian wells are an important potable water resource for residents; *and*,

WHEREAS, the Bayfield County Board of Supervisors is interested in protecting and ensuring that these resources continue to flow in the decades ahead.

NOW THEREFORE BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 21st day of September 2021, supports the submittal of a DNR Surface Water Grant to map artesian wells in Bayfield County and develop protective measures for the future; *and*,

BE IT FURTHER RESOLVED, that the Bayfield County Administrator and Clerk are authorized to complete and submit an application; *and*,

BE IT FURTHER RESOLVED, that the County will contribute matching grant funds in the form of time from the Zoning, Land Water & Conservation, Land Records, Health, County Clerk, and Administrator Offices.

Motion by Silbert, seconded by Fickbohm to adopt Resolution No. 2021-81 Bayfield County DNR Surface Water Grant Application. Motion carried, 11-0, 2 absent.

14. Bayfield County Resolution No. 2021-82:

2021-82

Endorsement of American Birkebeiner Ski Foundation EDA Grant for Travel, Tourism, and Outdoor Recreation

WHEREAS, the American Birkebeiner Ski Foundation (Birkie) is an important member of the Cable and Bayfield County Community; *and*,

WHEREAS, the Birkie has a long history in Bayfield County; *and*,

WHEREAS, the Birkie has proposed applying for a Nordic Center and other recreation amenities using Federal EDA funds; *and*,

WHEREAS, the Birkie has asked Bayfield County to join as a co-applicant, showing support for the project; *and*,

WHEREAS, the Birkie will be solely responsible for all legal, funding and grant preparation and construction activities; *and*,

WHEREAS, Bayfield County recognizes tourism and recreation as significant driving forces in the county and region's economy; *and*,

WHEREAS, Bayfield County believes this project will help create jobs and boost tourism in the county and region.

NOW, THEREFORE, BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 21st day of September 2021, does hereby endorse this project and supports the Birkie's application to redevelop the site for recreation in the county and region.

After discussion and amendment, motion by Crandall, seconded by Zepczyk to adopt Resolution No. 2021-82 Endorsement of American Birkebeiner Ski Foundation EDA Grant for Travel, Tourism, and Outdoor Recreation with the following change to me made; removing "and the Red Cliff Band of Lake Superior Chippewa" from the Now Therefore it be Resolved clause. Motion Carried, 11-0, 2 absent.

15. Discussion and Possible Action, Action on Possible ARPA Funding Projects:

Abeles-Allison informed the board that four new projects have been submitted to receive ARPA funds. All four projects would total approximately \$460,000. The Northern Lights Nursing Home is requesting an additional \$150,000 to allocate towards either upgrading their phone system or upgrading the facility's windows. The Bayfield County Health Department is requesting an additional \$60,000 to fund additional staff in the department for the Fall of 2021. Abeles-Allison explained that \$200,000 in funds would be used to relocate the Bayfield County Clerk of Court's office. The last project would be on-demand countywide transportation through the BART system that would provide 5 or 6 trips a day to citizens in Bayfield County to travel anywhere in Bayfield County or to Ashland County. Bayfield County is requesting \$50,000 in funds to match the BART system's contribution for the next two years.

Silbert requested an additional \$40,000 in funds be used to purchase a new command trailer for the emergency management department.

Motion by Silbert, seconded by Fickbohm to appropriate \$40,000 from the ARPA funds to purchase a new command trailer for the Emergency Management Department. Motion carried, 11-0, 2 absent.

Motion by Crandall, seconded by Sandstrom to approve funding for the following four ARPA projects: 1) Northern Lights phone upgrade or window replacement project for a total of \$150,000, 2) Bayfield County Health Department staff for Fall of 2021 for a total of \$60,000, 3) the relocation of the Bayfield County Clerk of Court office for a total of \$200,000, and 4) Bayfield County fund matching for on-demand countywide transportation through the BART system for the next two years for the total of \$50,000. Motion carried, 11-0, 2 absent.

16. **Reports:**

a) **Future County Board Meeting Dates:**

- a. **September 30, 2021 at 4:00 p.m. (Special Meeting)**
- b. **October 26, 2021**
- c. **November 9, 2021**
- d. **December – To Be Decided as Necessary**

b) **Budget 2022 Meetings and Update:** Abeles-Allison reported that the Executive Committee meeting scheduled for September 22, 2021, has been cancelled as the committee has already come to a consensus on the budget.

c) **EMS Committee Appointments:** Abeles-Allison informed the board that the Committee is looking to set a date in the third week of October to hold their first organizational meeting.

17. **Supervisors' Reports:**

Silbert reported that the Northern Lights nursing home will be distributing across the board pay raises in an effort to deal with retention issues. The nursing home is also having discussions regarding the installation of solar at the facility.

Oswald reported that Emergency Management has extended an invitation at the previous Sheriff's Committee meeting to anyone interested in sitting in the dispatch center to experience the workings of dispatch.

Abeles-Allison reported that the Electric Vehicle charger installation at the courthouse has been completed. The grand opening for the charger will be held on Tuesday, September 28, 2021. The charger uses a Gateway App called EV Gateway that customers will have to use to be able to charge vehicles. The rate for the charger is \$0.30 per minute. Oswald informed the board that the Blue Goose would eventually be an electric vehicle, they are waiting for the bus to be made and shipped.

Fickbohm reported that the Scenic Byway recently held its grand opening ribbon cutting ceremony for its national designation at the Legendary Waters Resort and Casino in Red Cliff and the event was successful.

Sandstrom reported that the public has expressed concern pertaining to the timber cutting along Mt. Ashwabay. Sandstrom informed the board that Forest Administrator, Jason Bodine is attempting to reach out to the public to provide information regarding the cutting so members of the public can be better informed and minimize misunderstandings. The Forestry Department will be holding off on timber sales until Spring of 2022.

Zepczyk informed the board that there is a lot of negative discussion surrounding the Zoning Department primarily with the permit process taking an extended amount of time due to the Department being understaffed. Discussion took place regarding the Zoning Department staff and practices.

18. **The Board may entertain a motion to move in and out of Closed Session pursuant to §19.85(1) (c) to consider the employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.**

Chairman Pocernich dispensed with moving into closed session due to the length of the meeting and the only item being listed was the minutes from a previous meeting.

19. **Adjournment:**

There being no further business to come before the Bayfield County Board of Supervisors, *Chairman* Pocernich adjourned the meeting at 8:52 p.m.

Respectfully submitted,

LYNN M. DIVINE
Bayfield County Clerk
LMD/pat