Minutes of the
**Bayfield County Board of Supervisors' Meeting**
**March 28, 2017 – 6:00 p.m.**
Bayfield County Board Room, Courthouse, Washburn, Wisconsin

The Bayfield County Board of Supervisors' meeting was called to order by Chairman Pocernich 6:03 pm. A roll call was taken by Scott Fibert, *County Clerk,* as follows: Silbert-present; Pocernich-present; Strand-present; Williams-present; Coughtry-present; Miller-present; Crandall-present; Rondeau-present; Goodwin-present via telephone-conference; Bussey-absent; Fickbohm-present; Maki-present; Oswald-absent. Total 13: 11 present, 2 absent. A quorum was present to conduct business. The following were also present for this evening's meeting: Mark Abeles-Allison, *County Administrator;* Dawn M. Bellile, *Deputy County Clerk;* Sara Wartman, *Health Director;* Jason Bodine, *Forest Administrator;* Kay Cederberg, *Clerk of Court;* Denise Tarasewicz, *Register of Deeds;* Dan Heffner, *Deputy Register of Deeds;* and John Carlson, *Corporation Counsel.*

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

**2.** A Moment of Silence was held in memory of Richard Fredericks, former Bayfield County Sheriff.

**3.** **Motion Regarding Minutes of February 28, 2017 Bayfield County Board of Supervisors' Meetings**. The Board dispensed with the reading of the minutes. To see a copy of the minutes, please visit the County's webpage at www.bayfieldcounty.org/meetings or contact the County Clerk's office. ***A motion was made by Rondeau/Williams to adopt the Minutes of the February 28, 2017 Bayfield County Board of Supervisors' Meeting. The motion carried.***

**4.** **Public Comment**. Chairman Pocernich reminded the audience that public comment is for a period of 15 minutes, allowing an individual to speak for no more than 3 minutes at a time. This may also be extended longer at the Board's discretion.

Jane Bucy, Herbster, WI – stated she was present representing the Bayfield County Economic Development Corp. "Living green" is expensive and the PACE incentive would be a good incentive for businesses in Bayfield County. This venture will not cost the County anything but will have a huge impact on several businesses that are presently in the works. This would be a very worthwhile venture and you need to think long and hard about our decisions.

James Bolen, Cable, WI – stated he is the Executive Director for the Cable Chamber of Commerce and also sits on the Bayfield County Economic Development Board and is here to also express his Corp. He is here this evening to also voice his support for the passage of the PACE Resolution before you this evening. He went on to state that the PACE program is a perfect fit for Bayfield County. It not only provides funding but equity to any developer who is considering investing in Bayfield County. He hears repeatedly that Bayfield County needs more opportunities for young people to choose to live and work here.

They need jobs that are good paying jobs in order to keep them here. The only way to get more jobs is to get more businesses to choose Bayfield County as the spot where they are going to invest, whether by relocation or expansion. There is much competition for those companies and having the PACE Program in Bayfield County gives us a competitive advantage. He further explained that if a business closes its doors, it is often excessive for a business of its kind to reopen. The debt to equity ratio is too great for any bank to provide funding. The PACE program provides private funding that goes onto the books as equity, and in many cases, makes the project fundable in the eyes of the bank. The difference between a project happening or not could be the PACE program's equity. PACE encourages development which in turn will bring jobs and it does so in an environmentally friendly way. He strongly urged the Board to vote for the PACE resolution.

Abeles-Allison informed the Board that the Ashland/Bayfield County Leadership Program is underway and one of the students of this organization is present with us this evening, Bob Miller. Bob is attending as part of his class curriculum. Welcome Bob.

**5. <u>Bayfield County Resolution No. 2017-18, Honoring Steve Krewson upon his Retirement from the Bayfield County Sheriff's Office</u>.** Krewson was not in attendance. The Board dispensed with the reading of the Resolution, which reads as follows:

**WHEREAS**, Steve Krewson has served Bayfield County with distinction, honor and dedication in the Sheriff's Department for over 23 years.

**NOW, THEREFORE, BE IT RESOLVED,** that the Bayfield County Board of Supervisors assembled this 28th day of March, 2017, honors Steve Krewson for his 23 years of public service to Bayfield County and expresses gratitude for his efforts, wishing him well in the years ahead.

By Action of the
*Bayfield County Board of Supervisors*
Dennis M. Pocernich, *Chair*

***A motion was made by Rondeau/Maki to adopt Bayfield County Resolution No. 2017-18, Honoring Steve Krewson upon his Retirement from the Bayfield County Sheriff's Office. The motion carried.***

**6. <u>Bayfield County Resolution No. 2017-19, Secure Funding to Support Communicable Disease Control for Population Health</u>.** Sara Wartman, *Health Director,* was present to explain the highlights of communicable diseases at the local level and for the prevention of outbreaks and protection of communities. The Board dispensed with the reading of the Resolution, which reads as follows:

**WHEREAS**, Wisconsin has no dedicated, stable federal and state funding sources for communicable disease control and prevention efforts; *and*

**WHEREAS**, a strong public health infrastructure is paramount to the health of all citizens; *and*

**WHEREAS**, emerging and existing communicable diseases threaten health security, economies, and quality of life for all; *and*

**WHEREAS,** communicable diseases such as Ebola, $H_1N_1$, measles, HIV and AIDS, tuberculosis, influenza, measles, syphilis, gonorrhea, rabies, hepatitis, polio, and pertussis, can threaten the lives and well-being of Wisconsin residents; *and*

**WHEREAS,** emerging and re-emerging threats such as Ebola, H1N1, SARS, and measles threaten personal and community safety and require substantial resources to contain; and

**WHEREAS,** bloodborne pathogens that cause long-term disease such as Hepatitis C are occurring at unprecedented rates – rates that are accelerating as a result of the opiate epidemic; *and*

**WHEREAS,** Wisconsin local health department communicable disease programs protect residents by investigating and controlling communicable diseases, collecting data, educating the community about prevention and the importance of immunizations, and caring for those affected by these diseases; *and*

**WHEREAS,** public health departments have been successful in controlling communicable diseases through case reporting and involvement of public health staff in referral of exposed persons for screening and prevention services; *and*

**WHEREAS,** evidence in the scientific research indicates that partner notification services are not adequately assured in the absence of specific public health staff involvement; *and*

**WHEREAS,** local health departments and the State of Wisconsin have demonstrated commitment, competence and success in assuring the confidentiality of persons with reported communicable disease for decades, including cases of AIDS; *and*

**WHEREAS,** local health departments have placed a high priority on communicable disease control; *and*

**WHEREAS**, communicable disease control is one of the ten essential functions of public health; and

**WHEREAS,** communicable disease surveillance and control is an unfunded mandate in the State of Wisconsin, with no money provided at the local level for fulfilling requirements;

**NOW, THEREFORE, BE IT RESOLVED,** that the Bayfield County Board of Supervisors assembled this 28th day of March, 2017, urges the state legislature to develop and enact bipartisan support for funding local health departments for comprehensive, sustainable, effective and evidence-based communicable disease control and prevention for the public's health. A copy of this resolution will be forwarded to state legislators.

By Action of the
*Bayfield County Board of Supervisors*
Dennis M. Pocernich, *Chair*

***A motion was made by Maki/Coughtry to adopt Bayfield County Resolution No. 2017-19, To Secure Funding to Support Communicable Disease Control for Population Health.*** Supervisor Strand informed the Board that this has been discussed, reviewed and is recommended by the Health Board to be passed by the County Board. Discussion took place. ***The motion carried.***

7. **Bayfield County Resolution No. 2017-23, Budget Amendment Regarding Sale of County Forest Land to the Red Cliff Band of Lake Superior Chippewa and the Withdrawal from County Forest Law and Knowles-Nelson Stewardship Grant Application for the Acquisition of County Forest Land**. ***A motion was made by Silbert/Williams to suspend the rules to allow Chad Abel, Natural Resources Division Administrator, to speak to the Board. The motion carried.*** Able updated the Board on the transaction referred to in the Resolution. Discussion took place that hunting, fishing and gathering will be allowed, but no further timber harvesting will take place on this land. Questions pertaining to zoning issues in the future were discussed. It was also made known that there are many different layers of protection to make sure these lands stay the way they are after the passage of any transaction such as this. Jason Bodine, *Forest Administrator,* presented the Resolution to the Board stating he put everything he thought was pertinent to this acquisition in the Resolution.

The Board dispensed with the reading of the Resolution, which reads as follows:

**WHEREAS**, Bayfield County received a request to sell approximately 80 acres of County Forest land to the Red Cliff Band of Lake Superior Chippewa (hereafter, the Tribe) in the Town of Russell; *and*

**WHEREAS**, County Forest land, described as the N½ NE, Section 18, Township 51 North, Range 3 West, in the Town of Russell, has been identified as the parcel of interest; *and*

**WHEREAS,** Bayfield County and the Tribe ratified a Memorandum of Understanding (hereafter, MOU) addressing lands within the reservation; *and*

**WHEREAS,** one goal of the County Tribal Relations Committee is to facilitate the repatriation of lands within the reservation to the Tribe, while fostering mutual respect and cooperation; *and*

**WHEREAS,** as part of any potential land transaction Bayfield County is subject to exercising reasonable business judgement in the conveyance of real estate; *and*

**WHEREAS,** during their meeting on March 13, 2017, the Forestry and Parks Committee approved the Tribe's land acquisition proposal and recommended the issue be sent to the County Board for consideration; *and*

**WHEREAS,** as part of the Forestry and Parks Committee's recommendation to sell the land to the Tribe, all proceeds from the sale are to be reinvested in forest land and made part of the County Forest; *and*

**WHEREAS,** the County is eligible to apply for funding through the Knowles-Nelson Stewardship Land Acquisition grant program (hereafter, Stewardship) pursuant to ss. 23.0953 Wis. Stats, and, as such, would use all proceeds from the sale of the above described parcel as matching funds; *and*

**WHEREAS,** if approved, funds from the Stewardship grant would be used to replace, and most likely exceed, the total amount of acreage sold to the Tribe, with all new lands being enrolled in County Forest Law; *and*

**WHEREAS**, the sale of County Forest land currently enrolled in County Forest Law is inconsistent with the purposes set forth in ss. 28.11, Wisconsin Statutes (County Forest Law); *and*,

**WHEREAS**, any proposal to sell County Forest land will first require filing an application to withdraw said parcel from County Forest Law,

**WHEREAS**, the Forestry and Parks Committee has recommended the sale of the above parcel, with all proceeds being reinvested in land that would be enrolled in County Forest Law.

**NOW, THEREFORE, BE IT RESOLVED,** that the Bayfield County Board of Supervisors assembled this 28th day of March, 2017, authorizes the Bayfield County Forestry and Parks Administrator, on behalf of Bayfield County, to make application to the Wisconsin Department of Natural Resources, pursuant to Section 28.11(11), Wisconsin Statutes, to withdraw the real estate described above from the provisions of the County Forest Law (Section 28.11, Wisconsin Statutes); *and*

**BE IT FURTHER RESOLVED,** that, if the application for withdrawal from County Forest Law is approved by the Wisconsin Department of Natural Resources, the Bayfield County Board of Supervisors approves the sale of the above described property to the Tribe; *and*

**BE IT FURTHER RESOLVED,** that all proceeds from the sale of the above described property must be reinvested in forest land that will be enrolled in County Forest Law and made part of the County Forest and that the Forestry and Parks Department will search for other lands to add to County Forest; *and*

**BE IT FURTHER RESOLVED,** by the Bayfield County Board of Supervisors, that the County requests the grant funding available from the Wisconsin Department of Natural Resources under the Knowles – Nelson Stewardship Land Acquisition grant program; *and*

**BE IT FURTHER RESOLVED,** authorizes the Forestry and Parks Administrator, upon approval of the Forestry and Parks Committee, to act on behalf of Bayfield County, and: submit an application to the State of Wisconsin for Stewardship land acquisition grant funding; sign documents; and take necessary action(s) to undertake, direct, and complete an approved land acquisition project, *and*

**BE IT FURTHER RESOLVED,** the final Stewardship application will be structured so that the entire balance owed by Bayfield County will be covered, as much as possible, by the value of the matching funds and/or properties, *and*

**BE IT FURTHER RESOLVED,** the following budget amendments will be made to the 2017 Forestry and Parks Budget:

**REVENUES:**

Increase Land Acquisition NL:
100-34-46813 by $80,000
Increase Knowles-Nelson Grant:
100-34-43586 by $100,000

**EXPENDITURES**

Increase Knowles-Nelson Grant, Purchase of Land NL:
100-34-56105-50252 by $160,000
Increase Knowles-Nelson Grant, Contractual Services:
100-34-56105-50290 by $20,000

**BE IT FURTHER RESOLVED,** that Bayfield County will comply with State rules for the Stewardship program and meet all financial obligations under the grant.

By Action of the
*Bayfield County Board of Supervisors*
Dennis M. Pocernich, *Chair*

***A motion was made by Rondeau/Fickbohm to adopt Bayfield County Resolution No. 2017-23, Budget Amendment Regarding Sale of County Forest Land to the Red Cliff Band of Lake Superior Chippewa and the Withdrawal from County Forest Law and Knowles-Nelson Stewardship Grant Application for the Acquisition of County Forest Land.*** Supervisor Goodwin stated that the Tribal Relations Committee has approved this and that both the Tribe and County feel it is a win/win situation. ***A roll call vote took place as follows: Pocernich-yes; Strand-yes; Williams-yes; Coughtry-yes; Miller-yes; Crandall-yes; Rondeau-yes; Goodwin-yes; Bussey-absent; Fickbohm-yes; Maki-no; Oswald-absent; Silbert-yes. Total: 13, 10 yes, 1 no, 2 ab sent. The motion carried.***

8. **Bayfield county Resolution No. 2017-24, Budget Amendment to Ratify Purchase of land for County Highway E Construction Project**. It was explained that in July of 2016, storms washed out a section of County Highway E when a branch of the Marengo River overflowed. The Highway Department has secured Federal Aid for repairs and installation of a bridge, however, construction plans require a spillway area. There is a house adjacent to the area where the bridge will be placed and Federal standards require the removal of adjacent structures within certain distances of a bridge. The Highway Department is asking purchase the house in the amount of $55,000. The appropriate steps have been taken to acquire the house, which will be razed afterwards to stay within the Federal standards.

The Board dispensed with the reading of the Resolution, which reads as follows:

**WHEREAS** severe storms in July of 2016 washed out a section of County Highway E when a branch of the Marengo River overflowed;

**WHEREAS** the Bayfield County Highway Department secured Federal Aid for repairs and installation of a bridge;

**WHEREAS** the Highway Department included project costs for the bridge and offsetting Federal Aid in the 2017 budget;

**WHEREAS** Bridge construction plans require a spillway area;

**WHEREAS** there is currently one home adjacent to the river;

**WHEREAS** Federal standards require removal of adjacent structures within a certain distance of the bridge;

**WHEREAS** Bayfield County has secured an independent appraisal of the property and structures;

**WHEREAS,** utilizing the appraisal provided by Craig Solum Appraising, a purchase price of $55,000 has been agreed upon.

**NOW, THEREFORE, BE IT RESOLVED,** that the Bayfield County Board of Supervisors assembled this 28th day of March 2017, does hereby approves the purchase of the home and property at 30095 County Highway Road E in the amount of $55,000.

By Action of the
*Bayfield County Board of Supervisors*
Dennis M. Pocernich, *Chair*

***A motion was made by Williams/Rondeau to adopt Bayfield county Resolution No. 2017-24, Authorizing the Purchase of the Home and Property at 30095 County Highway E. A roll call vote took place as follows: Strand-yes; Williams-yes; Coughtry-yes; Miller-yes; Crandall-yes; Rondeau-yes; Goodwin-yes; Bussey-absent; Fickbohm-yes; Maki-yes; Oswald-absent; Silbert-yes; Pocernich-yes. Total: 13, 11 yes, 0 no, 2 absent. The motion carried.***

**9. <u>Bayfield County Resolution No. 2017-22, Budget Amendment for County Highway D Construction Project</u>.** Abeles-Allison informed the Board that it was the intent to do road construction on 6 miles of County Highway D this summer. However, 2016 cost savings in the Highway Department have increased reserves and general fund balances exceeded projections for 2016 as well. There are approximately 3.0 miles remaining to complete all of County Highway D in addition to what was budgeted. The Highway and Executive Committees have reviewed and recommend approval of these funds to complete the 10.2 miles of County Highway D in 2017.

The Board dispensed with the reading of the Resolution, which reads as follows:

**WHEREAS**, county highway maintenance is a top priority of the Bayfield County Board; *and*

**WHEREAS** the 2017 budget includes funding for approximately six miles of highway reconstruction on County Highway D; *and*

**WHEREAS** 2016 costs savings in the highway department have increased reserves; *and*

**WHEREAS** county general fund balances exceeded projections for the 2016 year; *and*

**WHEREAS** there are approximately 3.9 miles remaining to complete all of Highway D in addition to what was budgeted in 2017; *and*

**WHEREAS** there are economies that can be achieved if all of County Highway D is completed in 2017; *and*

**WHEREAS** the Highway and Executive Committees have reviewed and recommend approval of appropriation of Highway and General Fund balances to accomplish the completing of 10.2 miles (an additional 3.9 miles) of County Highway D in 2017.

**NOW, THEREFORE, BE IT RESOLVED,** that the Bayfield County Board of Supervisors assembled this 28th day of March 2017, does hereby approve an amendment to the Highway Department Budget as follows:

Increase Fund Balance Applied revenue account # 100-00-49301 by $650,000

Increase Transfer to CIP expense account # 100-00-59430-50820 by $650,000

Increase Highway Fund Balance applied revenue account #710-71-49301 by $354,000

Increase Transfer from Other Funds revenue account # 710-71-49201 by $650,000

Increase CTH Special Projects expense account # 710-71-53314-50810 by $1,004,000.

By Action of the
*Bayfield County Board of Supervisors*
Dennis M. Pocernich, *Chair*

***A motion was made by Williams/Maki to adopt Bayfield County Resolution No. 2017-22, Budget Amendment for County Highway D Construction Project. A roll call took place as follows: Williams-yes; Coughtry-yes; Miller-yes; Crandall-yes; Rondeau-yes; Goodwin-yes; Bussey-absent; Fickbohm-yes; Maki-yes; Oswald-absent; Silbert-yes; Pocernich-yes; Strand-yes. Total: 13, 11 yes, 0 no, 2 absent. The motion carried.***

**10.** **<u>Presentation of Property Assessed Clean Energy (PACE)</u>.** Abeles-Allison welcomed Jon Hockhammer from the Wisconsin Counties Association, and Jason Stringer, from the PACE Program. Hockhammer has been to Bayfield County many times and for many reasons and chose this time to present him with a pen set from Bayfield County.

Abeles-Allison turned the meeting over to Hockhammer who in turn informed the Board that the Wisconsin Counties Association became involved to help homeowners and businesses. The PACE program is a natural extension of this mission. Stringer then spoke stating that PACE is an economic tool, whereby Bayfield County can encourage business owners to reinvest in their business. This program can be used to help improve existing buildings as well as new buildings. PACE is a no cost way to achieve goals and also be energy efficient. This program has been worked on for over 2 years. There is no cost to the County, it is administered through a 3rd party. Discussion took place regarding property taxes and the ramifications if one defaulted on his/her loan. Attorney John Carlson, spoke on property taxes stating the "in rem" procedure would be followed. He did feel, however, that Bayfield County would need to be made whole before any other entity. He further stated that the County would leave the Ordinance as it reads now, but in the Finance Agreement, the PACE lender will need to make modifications that the County will be made whole. In the event of an "in rem" procedure, you always have the concern that you will not get back your money. A lengthy discussion took place on all matters in further detail.

**11. Bayfield County Ordinance No. 2017-02, Creating Title 2, Chapter 4, Entitled "Property Assessed Clean Energy Financing" of the General Code of Bayfield County, WI.** The Board dispensed with the reading of the Ordinance, which reads as follows:

The County Board of Supervisors of the County of Bayfield does ordain as follows:

**Section 1.** Title 2, Chapter 4 is created to read: "**PROPERTY ASSESSED CLEAN ENERGY FINANCING.**"

**1. PURPOSE**. The County finds that renovations or additions to premises located in the County made to improve energy efficiency, improve water efficiency, and/or use renewable resource applications, increase property values, stimulate local economic activity, provide local and global environmental benefits, and promote the general welfare of County residents. The purpose of this Section is to facilitate loans arranged by property owners or lessees to make such improvements by treating loan principal and interest, fees, and other charges as special charges eligible for inclusion on the tax roll for these properties.

**2. STATUTORY AUTHORITY**. This ordinance is enacted pursuant to Wis. Stat. § 66.0627, as amended, which authorizes a County to make a loan or enter into an agreement regarding loan repayments to a 3rd party for owner-arranged or lessee-arranged financing, to an owner or a lessee of a premises located in the County for making or installing an energy efficiency improvement, a water efficiency improvement or a renewable resource application to a premises.

**3. DEFINITIONS. In this section:**

(a) "Annual installment" means the portion of the PACE loan that is due and payable for a particular year under the supplemental agreement.

(b) "Borrower" means the property owner or lessee of the subject property that borrows the proceeds of a PACE loan.

(c) "Default loan balance" means the outstanding balance, whether or not due, of a PACE loan at the time that the County receives foreclosure proceeds.

(d) "Foreclosure proceeds" means the proceeds received by the County from the disposition of a subject property through an *in rem* property tax foreclosure.

(e) "Loan amount" means the principal, interest, administrative fees (including the Program Administrator's fees) and other loan charges to be paid by the borrower under the PACE loan.

(f) "PACE" means the acronym for property assessed clean energy.

(g) "PACE default provisions" means:

1. The delinquent annual installment(s) due when the County initiates the *in rem* property tax foreclosure on the subject property;

2. Any additional annual installment(s) that become due between the time that the County initiates *in rem* property tax foreclosure on the subject property and the date the County receives the foreclosure proceeds;

3. Any default interest charges applied to unpaid annual installments referenced in subs. (1.) and (2.) above, as provided in the supplemental agreement; and

4. Any default loan balance.

(h) "PACE lender" means any person that makes a PACE loan, and which may include an affiliate of the borrower.

(i) "PACE loan" means a loan made by a PACE lender to a borrower under this Section for energy efficiency improvements, water efficiency improvements, or renewable resource applications made to or installed on a subject property.

(j) "Person" means any individual, association, firm, corporation, partnership, limited liability company, trust, joint venture or other legal entity, or a political subdivision as defined in Wis. Stat. § 66.0627.

(k) "Program Administrator" means the person retained by the Wisconsin PACE Commission as provided in subsection (5)(b).

(l) "Subject property" means any premises located in the County on which an energy efficiency improvements, water efficiency improvements, or renewable resource applications are being or have been made and financed through an outstanding PACE loan.

(m) "Supplemental agreement" means a written agreement among a borrower, a PACE lender and the County, as provided for in subsection (7).

(n) "Wisconsin PACE Commission" means the Wisconsin PACE Commission formed under Wis. Stat. §66.0301, as amended, by the County and one or more other political subdivisions as defined in Wis. Stat. §66.0627, pursuant to a Joint Exercise of Powers Agreement relating to the Wisconsin PACE Commission.

**4. PACE LOANS AS SPECIAL CHARGES; DELINQUENT AMOUNTS AS LIENS.** Any PACE loan made and secured pursuant to this Section shall be considered a special charge on the subject property. Any annual installment or portion of a PACE loan made and secured pursuant to the Section that becomes delinquent according to the terms of the PACE loan shall be a lien against the subject property and placed on the tax roll, as permitted pursuant to Wis. Stat. §66.0627 as amended.

**5. WISCONSIN PACE COMMISSION.**

(a) Any of the powers and duties of the County under this Section, except for subsection (9) may (but are not required to) be delegated to the Wisconsin

(b) The Wisconsin PACE Commission is further authorized to retain a Program Administrator to act as its agent and administer the PACE program, subject to adherence with PACE program requirements set forth in this Section and in Wis. Stat. §66.0627 as amended.

**6. LOAN APPROVAL.**

(a) A prospective borrower applying for a PACE loan shall comply with the loan application process set forth in the program manual approved by the County.

(b) The County shall approve the financing arrangements between a borrower and PACE lender.

**7. SUPPLEMENTAL AGREEMENT.**

(a) The County, the borrower and the PACE lender shall execute the supplemental agreement which, without limitation:

1. Shall inform the participants that the PACE loan amount shall be imposed as and considered a special charge, and each year's annual installment may be included on the property tax roll of the subject property as a special charge and an annual installment that is delinquent shall be a lien against the subject property pursuant to Wis. Stat. § 66.0627, as amended;

2. Shall recite the amount and the term of the PACE loan;

3. Shall provide for the amount, or a method for determining the amount, of the annual installment due each year;

4. Shall provide whether default interest may be applied to unpaid

annual installments;

5. Shall require the PACE lender and the borrower to comply with all federal, state and local lending and disclosure requirements;
6. Shall provide for any fees payable to the County and/or Program Administrator;
7. Shall recite that the supplemental agreement is a covenant that runs with the land;
8. May provide for prepayments of annual installments by the borrower with a resulting reduction in the special charge for the prepayment, subject to any prepayment premium charged by the PACE lender, if any; and
9. May allow for amendment by the parties.

(a) Prior to executing the supplemental agreement, the owner of the subject property, if different from the borrower, and any existing mortgage holder(s) on the subject property must have executed a separate writing acknowledging the borrower's use of PACE financing for the subject property and the special charge that will be imposed under this Section and its consequences, including the remedies for collecting the special charge.

(b) Each PACE loan shall be amortized over the term of the PACE loan as provided in the supplemental agreement.

(c) The annual payments of a PACE loan may be payable in installments as authorized by Wis. Stat. §66.0627, as amended.

**8. ANNUAL INSTALLMENTS ADDED TO TAX ROLLS**. Upon the request of the Program Administrator the County shall place each year's annual installment on the tax roll for the subject property as permitted pursuant to Wis. Stat. §66.0627, as amended.

**9. REMITTANCE OF SPECIAL CHARGES.** The County shall promptly remit to the Wisconsin PACE Commission any payment(s) for a special charge imposed under this Section, including penalties and charges thereon, it may receive from any taxing district or the County treasurer pursuant to Wis. Stat. Ch. 74, as amended.

**10. PROPERTY TAX FORECLOSURE PROCEDURES.**

(a) The County elects to utilize the provisions of Wis. Stat. §75.521, as amended, for the purpose of enforcing tax liens if a subject property owner fails to pay any special charges imposed on the subject property under this Section as required.

(b) The County shall begin an in rem property tax foreclosure proceeding on the subject property at the earliest time allowed under Wisconsin Statutes, unless the County determines that subject property is a "brownfield" (as

defined is Wis. Stat. §75.106, as amended) or that in rem property tax foreclosure is not in the best interests of the County due to the condition of the property or for other reasons.

(c) If the County has determined that it will not commence an in rem property tax foreclosure proceeding, then the PACE lender may request that the County, pursuant to Wis. Stat. §75.106, as amended, assign the County's right to take judgment against the subject property, provided that the PACE lender and the County fully comply with all provisions of Wis. Stat. § 75.106, as amended, concerning the subject property and the PACE lender agrees to pay the amounts required by Wis. Stat. §75.36(3)(a)1 and 1m, as amended.

**11. SALE OF FORECLOSED PROPERTY**. If the County prevails in an in rem property tax foreclosure action against a subject property, the County shall diligently proceed to sell the subject property pursuant to the procedures set forth in Wis. Stat. §75.69, as amended.

**12. DISTRIBUTION OF FORECLOSURE PROCEEDS.** The County treasurer shall follow the procedures set forth in Wis. Stat. §75.36, as amended, to distribute the proceeds from the sale of a subject property.

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

By Action of the
*Bayfield County Board of Supervisors*
Dennis M. Pocernich, *Chair*

***A motion was made by Rondeau/Williams to adopt Bayfield County Resolution No. 2017-20, Authorizing Bayfield County to Become a Member of the Property Assessment Clean Energy (PACE) Commission.*** Discussion took place as to whether non-profits would be able to apply for this type and if purchases such as appliances, supermarket freezers and the like would be covered and the answer was, yes. After discussion on the process for adopting the PACE documents, it was stated that the Ordinance must be adopted prior to the Resolution. That being the case, ***a motion was made by Rondeau/Crandall to lay Ordinance No. 2017-02 on the table. The motion carried.*** Further discussion on the original motion and about becoming a member of the PACE commission.

***A motion was made by Rondeau/Williams to adopt Bayfield County Ordinance No. 2017-02, Creating Title 2, Chapter 4, Entitled "Property Assessed Clean Energy Financing" of the General Code of Bayfield County, WI.*** Discussion took place regarding non-profits, liens, property taxes and other concerns. It was stated that the County would not be responsible for any of the loans. Attorney Carlson was also asked if

he was comfortable with the Ordinance, and he stated he felt this was safe and that didn't foresee a foreclosure down the road. Stringer spoke on how Bayfield County will become part of a tri-party agreement and what the other members have signed and entered into is what is in front of the County Board this evening. The Ordinance is being approved without revisions. ***The motion carried.***

12. **Bayfield County Resolution No. 2017-20, Authorizing Bayfield County to Become a Member of the Property Assessment Clean Energy (PACE) Commission**. The Board dispensed with the reading of the Resolution, which reads as follows:

**WHEREAS,** pursuant to Wis. Stat. §66.0301, two or more municipalities of the State of Wisconsin, may by contract create a commission for the joint exercise of any power or duty required or authorized by law; *and*

**WHEREAS,** Bayfield County is a "municipality" as that term is defined in Wis. Stat. § 66.0301 and a political subdivision located in the State; *and*

**WHEREAS,** Bayfield County is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare, which may be accomplished by various means; *and*

**WHEREAS,** Wis. Stat. §66.0627(8) authorizes a city, a village, a town and a county in this State to, among other things, make a loan to or otherwise arrange, participate in or facilitate the financing of an energy improvement, a water efficiency improvement or a renewable resource application to a real property within its jurisdiction and to provide for such financing through the imposition of a special charge against the property benefitted by the energy or water efficiency improvement or renewable resource project; *and*

**WHEREAS,** such financings are commonly referred to as "Property Assessed Clean Energy" or "PACE" financings; *and*

**WHEREAS,** Bayfield County has determined that it is in the public interest to provide real property owners, lessees, lenders and other transaction parties in Bayfield County with access to a uniformly-administered program for PACE financing; *and*

**WHEREAS,** Bayfield County and other counties, with the support and counsel of the Wisconsin Counties Association, League of Wisconsin Municipalities, Green Tier Legacy Communities and other stakeholders, have studied the possibility of creating a commission pursuant to Wis. Stat. §66.0301 to be known as the Wisconsin PACE Commission ("Commission"); *and*

**WHEREAS,** the Wisconsin PACE Commission would be formed and operated in accordance with a Joint Exercise of Powers Agreement Relating to Wisconsin PACE Commission ("Commission Agreement") of which a substantially final draft is attached to this Resolution*; and*

**WHEREAS,** it is in Bayfield County's best interests to join the Wisconsin PACE Commission and authorize the execution of the Commission Agreement; *and*

**WHEREAS**, in accordance with Wis. Stat. §66.0627 and the provisions of the Commission Agreement, Bayfield County must adopt an Ordinance relating to the administration of PACE financings in Bayfield County and throughout the State ("PACE Ordinance"); *and*

**WHEREAS,** attached to this Resolution is proposed Ordinance No. 2017-02, which will be considered at the same meeting at which this Resolution is being considered ("PACE Ordinance"); *and*

**WHEREAS,** adoption of the PACE Ordinance is a necessary condition to Bayfield County entering into the Commission Agreement; *and*

**WHEREAS,** it is the intent of this Resolution to authorize Bayfield County to become a member of the Commission and authorize a duly-appointed representative of Bayfield County to finalize and execute the final Commission Agreement in substantially the form of the draft Commission Agreement attached to this Resolution.

**NOW, THEREFORE, BE IT RESOLVED,** that the Bayfield County Board of Supervisors assembled this 28th day of February, 2017, hereby approves the draft Commission Agreement, a copy of which is attached to this Resolution, and authorizes and directs the Bayfield County Board Chair to sign such document after receipt of preliminary approval from the other participating municipalities, approval from the Bayfield County official duly-appointed to approve the final form of the Commission Agreement and approval of the Bayfield County Corporation Counsel*; and*

**BE IT FURTHER RESOLVED,** that the Chair of the Bayfield County Board of Supervisors [or County Executive] is hereby directed to appoint a board supervisor [or County Executive] to act as Bayfield County's official representative in relation to the final approval of the form of the Commission Agreement and to otherwise take all action necessary to effectuate the intent of this Resolution; *and*

**BE IT FURTHER RESOLVED,** that Brett Rondeau is designated as the Bayfield County "Representative Director" of the Board of Directors of the Commission in accordance with the Commission Agreement, he or she to serve at the pleasure of the Bayfield County Board of Supervisors.

By Action of the
*Bayfield County Board of Supervisors*
Dennis M. Pocernich, *Chair*

***A motion was made by Crandall/Strand to take the motion regarding Resolution No. 2012-20 off the table to vote on. The motion carried.***

***A motion was made prior to adopt Resolution No. 2017-20. The motion carried.***

Chairman Pocernich pointed out that as you read the Resolution, the last few paragraphs give him as Chair the right to designate a representative to the PACE Commission for Bayfield County. Pocernich stated that he is appointing Brett Rondeau as such representative.

**13. Discussion and Possible Action Regarding Joint Exercise of Powers Agreement Relating to Wisconsin PACE Commission, a Joint Powers Commission under Section 66.0301 of the Wisconsin Statutes.** Attorney Carlson informed the Board that he has reviewed the Agreement and stated it speaks for itself. It allows the County to go forward with becoming involved in the PACE Program.

The Board dispensed with the reading of the Agreement, which reads as follows:

**JOINT EXERCISE OF POWERS AGREEMENT**
**relating to**
**WISCONSIN PACE COMMISSION**

a Joint Powers Commission under Section 66.0301 of the Wisconsin Statutes

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**THIS AGREEMENT** ("*Agreement*"), dated as of March 28, 2017 among the parties hereto (all such parties, except those which have withdrawn as provided herein, being referred to as the "*Members*" and those parties initially executing this Agreement being referred to as the "*Initial Members*"):

**WITNESSETH**

**WHEREAS,** pursuant to Section 66.0301 of the Wisconsin Statutes (as in effect as of the date hereof and as the same may from time to time be amended or supplemented, the "*Joint Powers Law*"), two or more municipalities of the State of Wisconsin (the "*State*"), may by contract create a commission for the joint exercise of any power or duty required or authorized by law; and

**WHEREAS,** each of the Members is a "municipality" as that term is defined in the Joint Powers Law and a political subdivision located in the State; and

**WHEREAS,** each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare, which may be accomplished by various means; and

**WHEREAS,** Section 66.0627(8) of the Wisconsin Statutes (as the same may from time to time be amended or supplemented, the "*PACE Statute*") authorizes a city, a village,

a town (a "*Municipality*") or a county (a "*County*") in this State to, among other things, make a loan to or otherwise arrange, participate in or facilitate the financing of an energy efficiency improvement, a water efficiency improvement or a renewable resource application to a real property within its jurisdiction and to provide for such financing through the imposition of a special charge against the property benefitted by the energy or water efficiency improvement or renewable resource project; and

**WHEREAS,** such financings are commonly referred to as "Property Assessed Clean Energy" or "PACE" financings; and

**WHEREAS,** the Members have determined that it is in the public interest to provide real property owners, lessees, lenders and other transaction parties (collectively, "*Participants*") in their respective jurisdictions with access to a uniformly-administered program for PACE financing; and

**WHEREAS,** each Member has authorized entering into this Agreement by its governing body.

**NOW, THEREFORE**, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

**Creation**. Pursuant to the Joint Powers Law, there is hereby created a commission to be known as the "Wisconsin PACE Commission" (the "*Commission*").

**Section 1. Purpose**. This Agreement is a contract entered into pursuant to the provisions of the Joint Powers Law. The purpose of this Agreement is to establish a joint powers commission for the joint exercise of any power or duty of the Members under applicable law. In particular, the purpose of the Commission is to adopt, implement and administer a uniform program for the qualification for, and approval, granting, administration and collection of, PACE loans (the "*PACE Program*"). Such purposes shall be accomplished in the manner provided in this Agreement.

**Section 2. Effectiveness; Term**. This Agreement shall become effective and be in full force and effect and a legal, valid and binding agreement of each of the Members on the date that the Board shall have received from at least two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof. This Agreement shall continue in full force and effect until such time as it is terminated by written instrument executed by all of the Members.

**Section 3. Powers**. The Commission shall have the power, in its own name, to exercise any powers or duties of the Members required or authorized by law and to exercise all additional powers given to a joint powers commission under any law, including, but not limited to, the Joint Powers Law, for any purpose authorized under this Agreement. Such powers shall include the power to make loans or otherwise arrange, participate in or facilitate the financing of energy or water efficiency improvement

projects or renewable resource applications as provided in the PACE Statute including, without limitation, the exercise of the power and authority, without further action by the Member, to impose special charges pursuant to the PACE Statute on real property within the Members' jurisdictions. The Commission is hereby authorized to do all acts necessary or convenient for the exercise of such power and authority, including, but not limited to, any or all of the following: (i) to make and enter into contracts; (ii) to employ agents and employees; (iii) to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works, improvements, equipment or furnishings; (iv) to acquire, hold or dispose of property wherever located; (v) to incur debts, liabilities or obligations; (vi) to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations or any governmental entity; (vii) to sue and be sued in its own name; (viii) to make grants to governmental and nonprofit organizations to accomplish any of its purposes; (ix) to establish and collect fees; and (x) generally to do any and all things necessary or convenient to accomplish its purposes.

**Section 4. Contractors and Subcontractors**. The Commission may enter into a contract with a third-party contractor for the provision of services related to the PACE Program. Such contractor shall be a nonstock corporation organized under Ch. 181 of the Wisconsin Statutes with its principal place of business located in the State of Wisconsin. The participant fee schedule established by the Board (as defined below) shall make provision for reasonable compensation and payment of the expenses of such contractor as may be set forth in the contract. A contractor may subcontract for any of its services to the extent permitted by the contract. The Board is also authorized to hire counsel or other consultants or advisers as it deems necessary in carrying out his functions.

**Section 5. Members' Obligations**. Each Member by its execution hereof acknowledges and agrees that it shall do all things necessary and appropriate in respect of the collection of special charges (or installments thereof), the certification of special charges on the tax rolls, the remittance of special charges collected as directed by the Commission and otherwise as such Member would perform in connection with special charges imposed by it on real property within its jurisdiction; and further shall cooperate with the Commission in respect of the enforcement of the liens of special charges on such properties.

**Section 6. Governance; Administration**

(a) **Board of Directors.** The Commission shall be governed by a Board of Directors (the "*Board*"). The Board shall oversee all functions of the Commission under this Agreement and, as such, shall be vested with the powers set forth herein, shall administer this Agreement in accordance with the purposes and functions provided herein and shall otherwise exercise all powers set forth in the Joint Powers Law on the Commission's behalf.

(b) **Classes of Directors**. The Board shall be divided into two classes known as the "Representative Director Class" and the "Nominee Director Class" consisting of the number of members (each a "*Director*") serving for the terms as provided in this Section 7. In this Agreement, the term "Board" shall mean the entire Board (comprising all Representative Directors and Nominee Directors) and the term "Director" shall be used to refer generally to either a Representative Director or a Nominee Director).

(1) ***Representative Directors***. The number of Representative Directors shall correspond to the number of Members of the Commission from time to time. Each Member of the Commission shall designate, by name or *ex oficio*, one public official to serve as its representative on the Board. The term "public official" means an individual who holds a local public office, as that term is defined in Section 19.42(7w) of the Wisconsin Statutes, for the Member of the Commission designating him or her as its Representative Director. Each Representative Director shall serve at the pleasure of the Member designating him or her to such position; *provided*, that a Representative Director shall be deemed to have resigned upon withdrawal from the Commission of the Member designating him or her to such position. A majority of the Directors shall at all times be Representative Directors except that such requirement shall not apply until the Commission has at least four (4) Members.

(2) ***Nominee Directors***.

(i) The number of Nominee Directors shall initially be three (3), nominated one each by the Wisconsin Counties Association, the League of Wisconsin Municipalities and the Green Tier Legacy Communities (the "*Supporting Organizations*"). Thereafter, so as to insure that at all times Representative Directors comprise a majority of the Board, at such time as the Commission has at least seven (7) Members, the number of Nominee Directors shall be increased to six (6) and at such time as the Commission has at least ten (10) Members, the number of Nominee Directors shall be increased to nine (9), in each case with the additional directors nominated by the Sponsoring Organizations as provided above.

(ii) Nominee Directors may but need not be public officials.

(iii) Each Nominee Director shall serve for an initial term expiring at the first annual Board meeting held after

December 31, 2016. The successors to such Nominee Directors shall be selected by majority vote of the entire Board consistent with a nomination process to be established by the Board. Thereafter, Nominee Directors shall serve staggered three (3) year terms expiring at the Annual Board Meeting in every third year or until their respective successors are appointed. Any appointment to fill an unexpired term, however, shall be for the remainder of such unexpired term. The term of office specified herein shall be applicable unless the term of office of a Nominee Director is terminated as hereinafter provided, and provided that the term of any Nominee Director shall not expire until a successor thereto has been appointed as provided herein.

(iv) The number of Nominee Directors may be increased or decreased by resolution adopted by the Board from time to time, *provided*, that any decrease in the number of Nominee Directors shall not decrease the term of any current director at the time of such decrease.

(v) A Nominee Director may be removed and replaced at any time by a majority vote of the Board.

(3) ***Executive Committee***. The Board shall by resolution create an Executive Committee which shall be charged with carrying out the supervisory functions of the Board in such manner as the Board so directs. A majority of the members of the Executive Committee shall be Representative Directors.

(4) ***Expenses***. Directors shall be entitled to reimbursement for any actual and necessary expenses incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose. The Board may establish a per diem and/or expense reimbursement policy by resolution.

(c) **Meetings of the Board**.

(1) ***Meetings Generally***. All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Wisconsin Open Meetings Law, Wis. Stat. § 19.81 *et seq*. (the "*Open Meetings Law*"). To the extent permitted by the Open Meetings Law, Board meetings may be held by telephone conference or other

remote access technology as approved by the Board. A director shall be "present" at any regular or special meeting if he or she participates in person or telephone conference or other remote access technology as approved by the Board.

(2) ***Proxy Voting***. Directors may not vote by proxy.

(3) ***Regular Meetings***. The Board shall from time to time establish a schedule for its regular meetings; *provided, however*, it shall hold at least one regular meeting each year. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the Board.

(4) ***Special Meetings***. Special meetings of the Board may be called in accordance with the provisions of the Open Meetings Law. The date, hour and place of the holding of special meetings shall be fixed by resolution of the Board

(5) ***Minutes***. The Secretary of the Commission shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(6) ***Quorum and Voting, Generally***. Except as provided in Sub. 6, below: (i) a majority of the Directors shall constitute a quorum for the transaction of business; (ii) Representative Directors and Nominee Directors shall vote as a single class on all matters to come to a vote of the Board; and (iii) no action may be taken by the Board except upon the affirmative vote of a majority of the Directors present (or, with respect to any matter, such greater number as may be provided by the By-Laws or resolution of the Board), except that less than a quorum may adjourn a meeting to another time and place.

(7) ***Special Quorum and Voting Requirements***. With respect to any vote to approve the imposition of a special charge on real property pursuant to the PACE Statute, the following shall apply:

(i) A quorum with respect to such vote shall exist only if (A) a majority of the Directors are present, and (B) a majority of the Directors who are present areRepresentative Directors.

(ii) No imposition of a special charge on real property shall be approved except upon the affirmative vote of (A) a majority of the Directors present and (B) a majority of the Representative Directors present.

(d) **Officers; Duties; Official Bonds**. The officers of the Commission shall be the Chair, Vice-Chair, Secretary and Treasurer, such officers to be elected by the Board from among the Directors, each to serve until such officer is re-elected or a successor to such office is elected by the Board. Each officer shall have the following general duties and responsibilities in addition to any further specific duties and responsibilities set forth herein, in the By-Laws or by resolution of the Board.

(1) The Chair shall be the chief executive officer of the Commission and shall be responsible for the calling of, and shall preside at, meetings of the Board.

(2) The Vice-Chair shall exercise the duties and functions of the Chair in the Chair's absence.

(3) The Secretary shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(4) The Treasurer shall be the depositary of the Commission to have custody of all money of the Commission, from whatever source derived and shall have the powers, duties and responsibilities specified in by-laws or by resolution, and is designated as the public officer or person who has charge of, handles, or has access to any property of the Commission.

(e) **Committees; Officers and Employees**. The Board shall have the power to appoint such other committees, officers and employees as it may deem necessary.

(f) **Delegation of Authority**. The Board shall have the power, by resolution, to the extent permitted by the Joint Powers Law or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees, administrators or agents of the Commission (including, without limitation, the contactor and any counsel or consultant hired or appointed pursuant to Section 5) and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Commission.

(g) **By-Laws**. The Commission may adopt, from time to time, by resolution of the Board such by-laws for the conduct of its meetings and affairs as the Board may determine to be necessary or convenient.

**Section 7**. **Fiscal Year**. The Commission's fiscal year shall be the period from January 1 to and including the following December 31, except for the first fiscal year which shall be the period from the date of this Agreement to December 31, 2016.

**Section 8**. **Disposition of Assets**. At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Commission and provision for the continuing administration of all PACE financings that have been completed and are outstanding at the time of such termination, all property of the Commission both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; *provided*, *however*, that any surplus money on hand shall be returned in proportion to any contributions made by the Members and not previously repaid.

**Section 9**. **Accounts and Reports; Audits**. All funds of the Commission shall be strictly accounted for. The Commission shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Commission shall be open to inspection at all times by each Member. The Treasurer of the Commission shall cause an annual audit to be made of the books of accounts and financial records of the Commission by a certified public accountant or public accountant. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section 9, shall be borne by the Commission and shall be a charge against any unencumbered funds of the Commission available for that purpose.

**Section 10**. **Funds**. The Treasurer shall receive, have the custody of and disburse Commission funds pursuant to the accounting procedures developed under

Section 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

**Section 11. Notices.** Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member.

**Section 12. Additional Members; Withdrawal of Members.**

(a) **Counties.** Any County in this State may be added as a party to this Agreement and become a Member upon: (i) the filing by such County with the Commission an executed counterpart of this Agreement, together with a certified copy of the resolution of the governing body of such County approving this Agreement and the execution and delivery hereof; (ii) adoption by the County of the Model PACE Ordinance in accordance with Section 13(a) hereof and a certified copy of the resolution adopting same; and (iii) adoption of a resolution of the Board approving the addition of such County as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

(b) **Municipalities.** Any Municipality in this State may be added as a party to this Agreement and become a Member upon: (i) the filing by such Municipality with the Commission an executed counterpart of this Agreement, together with a certified copy of the resolution of the governing body of such Municipality approving this Agreement and the execution and delivery hereof; and (ii) adoption of a resolution of the Board approving the addition of such Municipality as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

(c) **Withdrawal.** A Member may withdraw from this Agreement upon written notice to the Board; *provided*, *however*, that no such withdrawal shall reduce the number of Members to fewer than two (2). Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Secretary which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing. Withdrawal by a Member shall not affect any outstanding PACE loans within such Member's jurisdiction or the Member's obligations, if any, with respect to the certification, collection and remittance of special charges in accordance with the PACE Program, nor shall withdrawal entitle any former Member to impose a tax, fee or charge prohibited to the remaining Members under Section 16.

**Section 13. Model PACE Ordinance for County Members.**

(a) As a condition to membership in the Commission, each County Member shall have adopted an ordinance (the "*Model PACE Ordinance*") in substantially the form, and substantively to the effect, set forth in EXHIBIT A to this Agreement.

(b) As a condition to continued membership in the Commission, a County Member shall not have repealed its Model PACE Ordinance or amended its Model PACE Ordinance unless such amendment has been submitted to and approved by the Board (a "*Conforming Amendment*") prior to its adoption. The Board shall not unreasonably withhold approval of such an amendment but shall not approve any amendment to a County Member's Model PACE Ordinance that, in the opinion of the Board, would frustrate or unreasonably interfere with the uniform application and administration of the PACE Program. Approvals or non-approvals by the Board shall be final and conclusive.

(c) The repeal of or adoption of an amendment (other than a Conforming Amendment) to a County Member's Model PACE Ordinance shall be deemed to be a voluntary withdrawal by such County Member with the effects set forth in Section 12(c).

**Section 14. Indemnification.** To the fullest extent permitted by law, the Board shall cause the Commission to indemnify any person who is or was a Director or an officer, employee of other agent of the Commission, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Commission, against expenses, including attorneys' fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Commission and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Commission, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. The Board may purchase a policy or policies of insurance in furtherance of any indemnification obligation created.

**Section 15. Contributions and Advances.** Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Commission by Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Commission and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Commission to provide for the costs and expenses of administration of the Commission or otherwise, even though any Member may do so.

**Section 16. Prohibition on Charges.** No Member may impose upon or demand or collect from any Participant any tax, fee, charge or other remuneration as a condition to a Participant's obtaining PACE financing through or with the assistance of the Commission, except that Members may be permitted to do so pursuant to a uniform participant fee schedule established from time to time by the Board as part of the PACE Program.

**Section 17. Immunities.** To the fullest extent permitted by law, all of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Commission while engaged in the performance of any of their functions or duties under this Agreement.

**Section 18. Amendments.**

(a) Amendments to the Agreement may be proposed by the Board or by any two Members. Except as provided in Section 12 and in Subsection (c), below, this Agreement shall not be amended, modified, or altered, without the affirmative approval of the Board and the affirmative written consent of each of the Members; *provided*, that if the number of Members exceeds ten (10) in number, this Agreement may also be amended with the affirmative approval of the Board and negative consent of each Member. To obtain the negative consent of the Members, the following procedure shall be followed: (i) the Commission shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (ii) the Commission shall provide each Member who did not respond a reminder notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (iii) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members. No amendment may impose a direct financial obligation on any Member without that Member's affirmative written consent.

(b) The Board may, without the consent of the Members, amend this Agreement if, in its reasonable opinion and upon the advice of counsel, if deemed appropriate, upon which advice the Board may rely, such amendment is technical or clarifying in nature and does not substantively affect the rights and responsibilities of the Members. Notice of such amendment shall be provided to the Members at least twenty (20) but not more than sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and, upon the written request of any two (2) Members, the Board shall submit the proposed amendment for ratification by the Members in accordance with the procedure otherwise set forth in this Section 19.

**Section 19. Partial Invalidity.** If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

**Section 20. Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

**Section 21. Miscellaneous.**

(a) This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(b) The Section headings herein are for convenience only and are not to be construed as modifying or governing the language in the Section referred to.

(c) Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

(d) This Agreement shall be governed under the laws of the State of Wisconsin.

(e) Any future amendments to the Joint Powers Laws shall be automatically incorporated into the terms of this Agreement and any terms of this Agreement inconsistent with future amendments to the Joint Exercise of Powers Laws shall, only to the extent necessary, be reformed in a manner consistent with the amendments.

(f) This Agreement is the complete and exclusive statement of the agreement among the Members, which supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

On behalf of _____ COUNTY / CITY / VILLAGE / TOWN:

By: _____

Its:_____

**Joint Exercise of Powers Agreement**

**relating to**

**WISCONSIN PACE COMMISSION**

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**EXHIBIT A**
**Model Pace Ordinance**

**Joint Exercise of Powers Agreement**

**Relating to**

**WISCONSIN PACE COMMISSION**

**Exhibit A**

**Model Pace Ordinance**

***A motion was made by Strand/Silbert to adopt the Joint Exercise of Powers Agreement Relating to the Wisconsin PACE Commission, a Joint Powers Commission Under Section 66.0301 of the Wisconsin Statutes. The motion carried.***

**13. Bayfield County Resolution No. 2017-21, Budget Amendment Regarding Hydrological Atlas.** Abeles Allison updated the Board regarding this Resolution stating we have preliminary confirmation of 2 grants which would also allow the entire County to be done instead of just the Lake Superior Watershed. Abeles-Allison would like this item postpone until the Board's next meeting. ***A motion was made by Maki/Crandall to postpone Bayfield County Resolution No. 2017-21, Budget Amendment Regarding Hydrological Atlas. The motion carried.***

**14. Bayfield County Resolution No. 2017-25, Budget Amendment Authorizing Carry-Over of Unspent Funds for the Tower Construction.** Abeles-Allison passed out documentation for the Board to review. The project was authorized last year and there are unused funds that he would like brought forward to 2017. The Board dispensed with the reading of the Resolution, which reads as follows:

**WHEREAS**, Bayfield County budgeted $550,429 in 2016 for the construction of communications towers; *and*

**WHEREAS,** the tower construction projects were begun and commitments were made in 2016, but were unable to be completed in 2016; *and*

**WHEREAS**, $101,678 was expended in 2016, leaving and unspent balance of $448,751; *and*

**WHEREAS,** the communications tower projects will be completed in 2017; *and*

**WHEREAS** the Executive Committee has reviewed and recommend approval of the carry-over of previously allocated, but unspent funds for the tower projects from 2016 to 2017.

**NOW, THEREFORE, BE IT RESOLVED,** that the Bayfield County Board of Supervisors assembled this 28th day of March 2017, does hereby approve an amendment to the Capital Improvement Fund (430) Budget to authorize the use of fund balance to pay for the completion of communications tower projects begun in 2016 as follows:

Increase CIP Fund Balance applied revenue account # 430-70-49301 by $448,751
Increase CIP Capital Projects expense account #430-18-57100-50820-110 by $448,751.

By Action of the
***Bayfield County Board of Supervisors***
Dennis M. Pocernich, *Chair*

***A motion was made by Miller/Crandall to adopt Bayfield County Resolution No. 2017-25, Budget Amendment Authorizing Carry-Over of Unspent Funds for the Tower Construction. A roll call vote was taken as follows: Coughtry-yes; Miller-yes; Crandall-yes; Rondeau-yes; Goodwin-yes, via telephone; Bussey-absent; Fickbohm-yes; Maki-yes; Oswald-absent; Silbert-yes; Pocernich-yes; Strand-yes; Williams-yes. Total: 13, 11 yes, 0 no, 2 absent. The motion carried.***

**15. Discussion and Possible Action on Pre-Sale Report for General Obligation Bond Refunding for Nursing Home.** Abeles-Allison passed out documentation from Ehlers and updated the Board on the Pre-Sale Report of the General Obligation Refunding Bonds, stating this is preliminary and we are waiting to hear from Northern Lights as to a direction they are planning to take. A brief discussion took place and dialogue is continuing between Bayfield County and Northern Lights.

**16. Discussion and Possible Action Regarding Appointment of Local Emergency Planning Committee Members.** Chairman Pocernich stated that Jan Victorson, *Emergency Mgmt. Coordinator,* heads this Committee. Pocernich stated he would like to appoint the following to the LEPC:

Jennifer Augustine, *Representing Northern Lights*
Ben Garrett – *WDNR, Wildland Fire Mitigation Specialist*
AL Krause – *Washburn School and Washburn Fire*
Jeff Lee – *Norvado Operations Manager*
Bill Mertig – *Red Cliff Police Department*

***A motion was made by Rondeau/Coughtry to approve the appointment of Augustine, Garrett, Krause, Lee and Mertig to the Local Emergency Planning Commission (LEPC). The motion carried.***

**17, Confirmation and Appointment of Darrell Pendergrass to the Housing Authority of the City of Washburn and County of Bayfield.** Pocernich stated that he would like the Board to ratify the appointment of Darrell Pendergrass to the Housing Authority of the City of Washburn and County of Bayfield. Pendergrass' term will end in June 2020. ***A motion was made by Crandall/Silbert to approve the appointment of Darrell Pendergrass to the Housing Authority of the City of Washburn and County of Bayfield. The motion carried.***

**18.** ***A motion was made by Miller/Rondeau for the Bayfield County Board of Supervisors to move in and out of Executive/Closed, allowing Attorney Carlson to remain in closed session, pursuant to §19.85(1) (e),deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session; and (g) Conferring 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.***

***A motion was made by Miller/Rondeau to move out of Executive/Closed Session. The motion carried.***

***A motion was made by Miller/Rondeau to disallow the claim of Brian Titus vs. Bayfield County. The motion carried.***

**19.** **Administrator's Report:**

**a)** **Future County Board Meetings:** Abeles-Allison stated that the April 18th Board meeting is held per State Statute. That being the case, he would like to change the meeting time of the April 18th meeting to 5:00 pm for a couple of reasons. There is a Town Board meeting that night and we also have the BKV Group coming to present the Space and Security presentation. Discussion on the times and it was compromised to have the meeting start at 5:30 pm.

Tentatively, April 25th is the meeting date for the Red Cliff Tribe and the County Board. An update will be given at the April 18th meeting as to the time.

May 16th will be the Board's first budget planning meeting at 6:00 pm, and May 30th will be the regular monthly meeting at 6:00 pm.

Abeles-Allison also stated that he would like to move the June meeting up to June 20th as the State County Clerk's convention will be held here in Bayfield County and Fibert would not be able to attend because he will be at the convention.

**b)** **WISCOM and Tower Updates**. The tower is up, the building is in place and upgrades to the Maple Hill tower are being done along with adding electronics, electrical work and taking down a building, fencing, etc.

**c)** **Security and Space Study Update**. April 6th the Security and Space Study consultants will be at the Executive Committee meeting. They have sent out and shared survey information with departments. On April 18th, they will be making a second report to the full County Board.

**d)** **Budget Survey**. Abeles-Allison briefly went through a tentative 2018 survey which will be placed on the webpage for use by the public. The Board went through some of the questions, critiquing and eliminating a few. Discussion took place on the survey itself.

**e)** **Criminal Justice Council and State EBDM Efforts**. This will be addressed at the next meeting.

**20.** **Supervisors' Reports:**

Supervisor Rondeau asked if a meeting could be held in the Southern part of Bayfield County once a year and suggested that we entertain using the Drummond School District Auditorium.

There being no further business to come before the Bayfield County Board of Supervisors, Chairman Pocernich adjourned the meeting at 8:22 pm.

Respectfully submitted,

Scott S. Fibert,
County Clerk
SSF/dmb