

**AGENDA FOR THE
DOUGLAS COUNTY BOARD OF SUPERVISORS
Thursday, September 15, 2016, 6:00 p.m., Board Room, Second Floor, Government Center
1316 North 14th Street, Superior, Wisconsin**

(County Board to maintain a two-hour meeting limit or take action to continue meeting beyond that time.)

Meeting called to order by Chairman Mark Liebaert.

Pledge of Allegiance to be recited.

Roll call taken by County Clerk Susan Sandvick.

Approval of the August 18, 2016, meeting minutes.

Oaths of Office to be administered by County Clerk Susan T. Sandvick to student representatives to County Board, September 2016 – August 2018: Superior High School sophomore Lora Randa and Northwestern High School junior Nadia Henegar.

CORRESPONDENCE

1. DNR, notice of severance share on wood products cut from Douglas County forest lands. (Refer to Forest, Parks and Recreation Committee.)
2. Wisconsin Department of Administration, State Controller, summary of state taxes and special charges apportioned to Douglas County municipalities for 2016. (Refer to Administration Committee.)
3. Wisconsin Department of Administration, CDBG Housing Grant Specialist, report of monitoring visit on Douglas County CDBG Contract H 12-13-01.

ORDINANCES

Ordinance #1.31, Property Assessed Clean Energy (PACE) Financing, presented by the Administration Committee. (Exhibit A-9-16)

Ordinance #3.4, Douglas County Veterans Service Commission, presented by Supervisors on the Health and Human Services Board.

Amendment to Ordinance #8.0, Zoning Ordinance, presented by the Zoning Committee. (Exhibit B-9-16)

Ordinance #8.13, Moratorium on Livestock Facilities Licensing, presented by the Zoning Committee.

RESOLUTIONS

49-16: Resolution by the Land and Development Committee approving land sales. (Exhibit C-9-16)

DOUGLAS COUNTY MISSION STATEMENT

The mission of Douglas County is to provide cost-effective services, with equal access to all citizens; to continue and enhance partnerships; to responsibly manage our resources and plan for the future.

#50-16: Resolution by the Land and Development Committee recommending transfer of property to City of Superior.

#51-16: Resolution by Administration Committee recommending reclassification of Account Specialist in Clerk of Court Department.

#52-16: Resolution by the Administration Committee approving Joint Exercise of Powers Agreement relating to Wisconsin PACE Commission. (Exhibit D-9-16)

#53-16: Resolution by the Administration Committee supporting City of Superior Better City Initiative referendum to be placed on November 8, 2016, ballot.

#54-16: Resolution by Supervisors on the Health and Human Services Board approving Soldiers and Sailors Relief Fund Policies and Procedures. (Exhibit E-9-16)

#55-16: Resolution by Supervisors on the Land Conservation Committee supporting Habitat Restoration and Barrier Removal for the Middle River.

#56-16: Resolution by Supervisors on the Extension Education and Recycling Committee supporting application for DNR Recycling Program financial assistance.

#57-16: Resolution by the Zoning Committee recommending State of Wisconsin agencies and legislators work to protect town, village, county and state lands from the spread of CWD by captive cervid operations.

#58-16: Resolution by Supervisors Ryan and Finendale supporting increase in Children and Family Aids funding to counties.

#59-16: Resolution by the Land and Development Committee approving Head of the Lakes Fair Management Agreement. (Exhibit F-9-16)

COUNTY ADMINISTRATOR REPORT

COUNTY BOARD CHAIR REPORT

APPOINTMENTS: By County Board Chair – Land Sales Work Group – Keith Allen, Sue Sandvick, Cheryl Westman, Zach DeVoe; By County Administrator – PACE Commission – Supervisor Jim Paine

COMMITTEE REPORTS

YOUTH REPRESENTATIVE REPORT

APPROVAL OF BILLS AND CLAIMS (on iPad paperless drive)

FUTURE AGENDA ITEMS

ADJOURNMENT: Next regularly scheduled meeting – October 20, 2016.

Submitted by,
Susan T. Sandvick
Douglas County Clerk

NOTE: Attachments to agenda available in County Clerk's Office for viewing or copying, or on county's website www.douglascountywi.org. Action may be taken on items on the agenda. The County of Douglas complies with the Americans with Disabilities Act of 1990. If you are in need of an accommodation to participate in the public meeting process, please contact the Douglas County Clerk's Office at (715) 395-1341 by 4:00 p.m. on the day prior to the scheduled meeting. Douglas County will attempt to accommodate any request depending on the amount of notice we receive. TDD (715) 395-7521.
Posted: Courthouse, Government Center, www.douglascountywi.org



Pamela A. Tafelski 09-08-16

Roll Call		
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**ORDINANCE #1.31
PROPERTY ASSESSED CLEAN ENERGY FINANCING
PRESENTED BY THE ADMINISTRATION COMMITTEE**

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF DOUGLAS DOES ORDAIN AS FOLLOWS:

SECTION I. 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.

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(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.

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(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 those under subsection (9) may (but are not required to) be delegated to the Wisconsin PACE Commission.

(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.

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(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;

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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.

(b) 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.

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

(d) 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

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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 in 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 II. EFFECTIVE DATE

This Ordinance shall take effect upon passage and publication.

Dated this 15th day of September, 2016.

(Committee Action: Unanimous)

(Fiscal Note: None)

EXHIBIT A-9-16

ORDINANCE #1.31 PROPERTY ASSESSED CLEAN ENERGY (PACE) FINANCING

Presented by Administration Committee



DOUGLAS COUNTY BOARD OF SUPERVISORS
September 15, 2016

Wisconsin PACE Commission Overview

What is Property Assessed Clean Energy (PACE)?

PACE, or property assessed clean energy, is an innovative program that enables property owners to obtain low-cost, long-term loans for energy-efficiency, renewable energy and water conservation improvements. PACE loans help property owners overcome financial barriers that typically discourage investment in water conservation and energy efficiency retrofits to existing properties or original construction in new buildings. Improvements financed using PACE can generate positive cash flow upon completion with no up-front, out-of-pocket cost to property owners. While PACE can be used for residential buildings, the Wisconsin PACE Commission will offer a PACE program focused on commercial buildings (which includes office, industrial and multi-family housing with 5 or more units).

What is the legal authority for PACE in the State of Wisconsin?

PACE financings are authorized in the State of Wisconsin pursuant to Section 66.0627(8), (the “PACE Statute”). The PACE Statute enables “political subdivisions” (counties, cities, towns and villages) to impose a special charge on real property to secure loans made for energy efficiency, water conservation and renewable energy improvements.

How do local governments establish a PACE program?

A political subdivision must adopt a local ordinance authorizing the use of special charges to secure PACE financings and must create a program structure for the use of PACE special charges to ensure that PACE financings made in its jurisdiction are consistent with the PACE Statute.

What is the Wisconsin PACE Commission Joint Powers Agreement?

For an individual unit of government, creating a PACE program from the ground up can be time consuming and resource-intensive. Fortunately, local governments have available a more efficient option to collectively administer a single statewide PACE program in a more cost effective manner. Wisconsin counties and municipalities have the option to enter into a joint exercise of powers agreement under Wisconsin Statute § 66.0301 (the “JPA”), by which they agree to form a Wisconsin PACE Commission (the “PACE Commission”). County members agree to adopt a Model PACE Ordinance (discussed below), and to delegate to the PACE Commission the ability to impose PACE special charges according to a single, uniform statewide PACE program in the County members’ jurisdiction. Municipal members (cities, villages, and towns) join the PACE Commission, participate in its governance, and agree to support the uniform statewide PACE program.

How does the Model PACE Ordinance work?

County members agree to adopt a Model PACE Ordinance as a condition of joining the PACE Commission. Among other powers, this ordinance authorizes the County to impose a PACE special

charge, collect payments for the special charge in installments, place those installments on the tax roll, and delegate that authority to the PACE Commission.

Why does the Model Ordinance provide that the County is responsible for administering PACE loans?

While the Model Ordinance does appear to place this responsibility on the County, there is no intention for the County to be required to do so. In this regard, the wording of the Model Ordinance is somewhat of a legal formality. A political subdivision cannot delegate rights or powers to a joint powers commission that the political subdivision itself does not have. The authority to assess special charges and administer PACE loans under the PACE statute is first created by the County for itself (by adopting the Model Ordinance) and then delegated to the PACE Commission.

What powers are given to the Wisconsin PACE Commission?

Participating Counties and Municipalities will delegate to the PACE Commission the power to administer a PACE program in their jurisdictions, which will include creating PACE program guidelines, PACE Project qualification and general program oversight. County Members will delegate the additional powers to impose special charges as part of PACE Projects and collect the installments for the PACE Project loans. The statewide PACE program is then administered by a third party, Wisconsin nonprofit organization, responsible for handling day-to-day PACE financing application reviews and approvals, as well as payment collections on behalf of the PACE Commission.

**Overview of a County Member’s Responsibilities
as Part of the Wisconsin PACE Commission**

Can a County impose a PACE Special Charge on real property?

Yes, see above: *What is the legal authority for PACE in the State of Wisconsin?*

Who is the PACE Lender?

The PACE Statute authorizes two sources for financing PACE loans – third-party financing (including banks, other private lenders or affiliates of the PACE borrower) and public financing by a political subdivision. There is private capital available for PACE Loans and it is anticipated that this will be the predominant source of financing. Local governments retain the option to make available public funds to fund PACE Loans for qualified PACE Projects, though this will not be a requirement for the Wisconsin PACE Commission.

Once a PACE Loan is closed who imposes the PACE Special Charge?

The PACE Program Administrator will approve PACE transactions pursuant to the Program Guidelines, which guidelines will be subject to approval by the Wisconsin PACE Commission board of directors. The Program Administrator will then record a Supplemental Loan Agreement with the register of deeds in which the subject real property sits. The Supplemental Loan Agreement is a contract between the PACE

Commission, the PACE Lender and the Borrower that memorializes for the public record that there is a PACE Loan and Special Charge outstanding against the Borrower's real property, among other terms.

How is the annual installment of the PACE Special Charge calculated?

The annual installment of a PACE Loan is equal to the annual repayment obligation under the terms of the PACE Loan, which amount may include interest and other fees pursuant to a Loan Agreement between the PACE Lender and Borrower. The PACE Loan may have a loan term up to the useful life of the equipment and improvements being financed.

Where is the annual installment for the PACE Loan collected?

The PACE Statute provides for a "direct billing" system in which the PACE Lender may collect payments for the PACE Loan directly from the Borrower without involving the political subdivision that imposed the Special Charge. Following the close of a PACE Loan, the PACE Lender would certify to the Program Administrator the annual PACE installments that are due. The Program Administrator then works with a Servicer to bill for and collect the annual installment payments from the PACE Borrower. Upon each installment payment, the Program Administrator's Servicer would certify that payments have been made and remit the installment payments collected directly to the PACE Lender.

What happens if the PACE special charge is delinquent?

The PACE Statute establishes that a delinquent PACE Special Charge becomes a lien on the property, with same priority as a special assessment. Upon a default, the Servicer and PACE Lender would certify the amount of the delinquency to the Program Administrator, who would then work with the appropriate County and municipality to place the amount of the PACE Loan delinquency on the next available tax roll for collection pursuant to the existing Wisconsin statutory tax collection procedures in Wisconsin Statutes Chapters 74 and 75.

Does the County have to settle the Special Charge with the PACE Lender.

No. To participate in the program, PACE Lenders recognize that neither the Wisconsin PACE Commission nor its Members have an obligation to settle or reimburse PACE Special Charges to PACE Lenders.

Does the County have to settle delinquent PACE Special Charges to the municipality?

No. Since the source of funds for the PACE Loan secured by the Special Charge will be a private third-party, the County will have no basis to settle the PACE Special Charges with the municipality in which the encumbered property is located.

When is a Tax Certificate issued for a delinquent PACE Special Charge?

A Tax Certificate for a delinquent PACE Special Charge is issued at the same time that a Tax Certificate would be issued for any other delinquent property taxes. If there are multiple tax delinquencies that

would be the subject of a Tax Certificate (which would likely be the case in the event of a PACE Special Charge delinquency), all delinquent amounts would be evidenced by the same Tax Certificate. The redemption period for a special charge Tax Certificate is the same two year redemption period for any other Tax Certificate.

What is the County’s responsibility in the case of a mortgage foreclosure?

In many cases, the PACE Loan will be part of a financing package and the property subject to the PACE Special Charge will also be encumbered by a mortgage securing other credit extended by the PACE Lender (or another lender) to the property owner. Failure to pay the PACE Special Charge will almost certainly constitute an event of default under the mortgage and related loan documents entitling the PACE Lender (or other lender) to foreclose the underlying mortgage. In those cases, just as with any private mortgage foreclosure, the County will have no involvement and the tax foreclosure process will not be necessary.

What does the County have to do if the delinquent PACE Special Charge reaches a tax foreclosure?

In the unlikely event that a PACE Special Charge must be foreclosed upon, the following would apply. If after the two year redemption period the Special Charge delinquency evidenced by the Tax Certificate is not paid, then the County would be responsible for instituting foreclosure proceedings on the Tax Certificate, except in the case of a “brownfield” or other concerns with the property leading the County to a good faith determination that it would not be in the County’s best interest to foreclose.

What if the County determines that it will not bring a foreclosure on the property?

If the County does not bring a foreclosure action against the subject property, then the PACE Lender is authorized by the PACE Ordinance to bring a foreclosure on the PACE Special Charge in place of the County. To assume this authority, the PACE Lender must agree to comply with all of the statutory procedures for a tax foreclosure.

Why does the PACE Ordinance favor the In REM tax foreclosure process?

The *in rem* foreclosure procedure is an electable procedure pursuant to Wis. Stat. § 75.521. In addition to uniformity, the PACE Ordinance requires that the County utilize this procedure to foreclose upon a PACE Special Charge because of the statutory presumption Wis. Stat. § 75.521(12) gives to the validity of special charges (as well as all special assessments and taxes) and the liens thereof.

How does the County sell tax delinquent property?

The County follows the procedure for the sale of delinquent real estate as laid out in Wis. Stat. § 75.69

What is the priority of distribution of the proceeds of the sale of the real property from a tax foreclosure sale?

The County follows the procedure for the distribution of proceeds as laid out in Wis. Stat. § 75.36.

Following the County's tax foreclosure sale what happens to the outstanding balance of the PACE Loan?

The PACE Special Charge is foreclosed out. Therefore, the PACE Loan no longer encumbers the real property. The Supplemental Loan Agreement, however, may contain terms which require the County to pay over any surplus proceeds from a foreclosure sale to the PACE Lender, up to the outstanding balance of the PACE Loan.

ORDINANCE #3.4
VETERANS SERVICE COMMISSION
PRESENTED BY SUPERVISORS ON THE HEALTH
AND HUMAN SERVICES BOARD

THE COUNTY BOARD OF SUPERVISORS OF THE
COUNTY OF DOUGLAS DOES ORDAIN AS FOLLOWS:

SECTION I. ESTABLISHMENT

The Douglas County Veterans Service Commission, hereinafter called the Commission, was established pursuant to Wisconsin Statute 45.81. The Commission shall consist of at least three residents of Douglas County who are also veterans that are appointed for staggered 3-year terms. Each commissioner shall be bonded in accordance with Wis. Stat. 59.21(1).

SECTION II. PURPOSE

It shall be the purpose of the Douglas County Veterans Service Commission to provide oversight of the Douglas County Soldiers and Sailors Relief Fund (SSRF). The SSRF shall be comprised of the tax levied and collected by the Douglas County Board for purposes of providing aid to needy veterans and their families as provided for under Wis. Stats. 45.81 to 45.86. The SSRF shall also contain monies collected through fundraising events and financial donations made specifically to the fund.

SECTION III. APPOINTING AUTHORITY

The Douglas County Administrator shall annually, on or before the 2nd Monday in December, appoint one person as a member of the Commission for the term of 3 years subject to County Board confirmation. The Commission shall be organized by the election of one of their members as chairperson. The Douglas County Veterans Service Officer shall serve as executive secretary of the Commission.

SECTION IV. POWERS AND DUTIES

The Commission shall:

- A. Furnish aid to needy veterans, needy spouses, minor and dependent children of such veterans and needy parents of such veterans if the right of such person to aid

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surviving spouses, is established to the Commission's satisfaction. The aid provided may take the form of money or supplies, depending on what is deemed appropriate by the Commission.

B. Delegate authority for making eligibility and need determinations in regards to the SSRF to the Douglas County Veterans Service Officer.

C. Ensure that total disbursements made by the Commission do not exceed the sum total of the amounts collected through the tax levied and financial donations made to the SSRF.

D. Maintain a list containing the name, place of residence, and amount of aid furnished to each person.

E. Provide a detailed report to the County Board annually showing the amount expended through the SSRF. The report shall not include any personally identifying information regarding the person who has received aid.

SECTION V. EFFECTIVE DATE

This ordinance shall take effect immediately upon passage and publication.

Dated this 15th day of September, 2016.

(Committee Action: Unanimous)

(Fiscal Note: None)

**AMENDMENT TO ORDINANCE #8.0
ZONING ORDINANCE
PRESENTED BY THE ZONING COMMITTEE**

Roll Call		
District Number	Yes	No
1. Pomush		
2. White		
3. Finn		
4. Clark		
5. Baker		
6. Paine		
7. Glazman		
8. Robinson		
9. Jaques		
10. Quam		
11. Finendale		
12. Lear		
13. Allen		
14. Ryan		
15. Hendrickson		
16. Luostari		
17. Liebaert		
18. Corbin		
19. Mock		
20. Conley		
21. Bergman		
Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 04/19/16		

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF DOUGLAS DOES ORDAIN AS FOLLOWS:

WHEREAS, the Douglas County Zoning Committee held a public hearing on September 6, 2016, on the following petitions for amendment of the county zoning district ordinance map:

Part of SE1/4-SE1/4, Section 14, T45N-R12W; (10777 S Business 53; SO-026-00892-00), Town of Solon Springs – from R-2: Residential zoning district to the A-1: Agricultural zoning district, by Bart & Tami Klinzing, Solon Springs, Wisconsin. Intended use: Chickens, goats, etc.; and

NE1/4-NE1/4, Section 5, T46N-R12W; (8096 E County Road B; HA-014-00223-00), Town of Hawthorne – from R-2: Residential zoning district to the A-1: Agricultural zoning district, by K. Elizabeth Allen, et al., South Range, Wisconsin. Intended use: Horses.

WHEREAS, public hearing notice affidavit of publication, notice given to town clerks of the hearing, and letters of Town Board approval, are as shown in Exhibit B-9-16.

NOW, THEREFORE, BE IT RESOLVED that the Douglas County Board of Supervisors accepts the recommendation of the Zoning Committee and approves the petitions.

BE IT FURTHER RESOLVED that the County Clerk notify the town clerks of this action.

Dated this 15th day of September, 2016.

(Committee Action: Unanimous)
(Fiscal Note: None)

EXHIBIT B-9-16

ORDINANCE #8.0 AMENDMENT TO ZONING ORDINANCE

Presented by Zoning Committee



DOUGLAS COUNTY BOARD OF SUPERVISORS
September 15, 2016

Notice of Public Hearing
Douglas County Planning & Zoning Committee

A Public Hearing will be held by the Douglas County Planning & Zoning Committee at **10:00 a.m.** on **Tuesday, September 6, 2016** in the Government Center Board Room, Second Floor, 1316 North 14th Street, Superior, Wisconsin to hear the following:

a) Ordinance:

Create Ordinance 8.13 Moratorium on Livestock Facilities Licensing. Ordinance available in the Douglas County Planning & Zoning Office and on the county's website at: <http://www.douglascountywi.org/2016moratorium>

b) Amendments to the Douglas County Zoning Ordinance:

Petition No. 16-05 - **Bart & Tami Klinzing**, Solon Springs, WI – Pt SE1/4-SE1/4, Section 14, T45N-R12W; (10777 S Business 53; SO-026-00892-00), Town of Solon Springs – from R-2: Residential zoning district to the A-1: Agricultural zoning district, (proposed use: chickens, goats, etc.), filed August 1, 2016 in the County Clerk's Office.

Petition No. 16-06 – **K Elizabeth Allen, et al.**, South Range, WI – NE1/4-NE1/4, Section 5, T46N-R12W; (8096 E County Road B; HA-014-00223-00), Town of Hawthorne – from R-2: Residential zoning district to the A-1: Agricultural zoning district, (proposed use: horses), filed August 3, 2016 in the County Clerk's Office.

c) Conditional-Use Permits:

- 1) **David & Patricia Saker**, Lake Nebagamon, WI – accessory building (1st structure in the F-1: Forestry zoning district) – E1/2-E1/2-NW1/4-SE1/4, Section 26, T46N-R11W; (Hazel Prairie Road; HI-016-01190-02), Town of Highland.
- 2) **Jeffery & Susan Smith**, South Range, WI – seasonal dwelling – SW1/4-SW1/4, Section 10, T45N-R11W; (10849 E Jersett Rd; SO-026-00244-00), Town of Solon Springs.
- 3) **Solon Springs Quarry LLC**, c/o Anthony Roffers, Solon Springs, WI – renewal of Conditional-Use Permit #7135 for a Non-Metallic Mine – Pt NW-NW; NE1/4-NW1/4; NW1/4-NE1/4; Pt SE1/4-NW1/4; Pt SW1/4-NW1/4, Section 18, T45N-R11W; (10523 S Heyer Road; SO-026-00414-01; 00413-00; 00393-00; 00417-00; 00415-00), Town of Solon Springs.
- 4) **Mathy Construction Company**, Onalaska, WI/ c/o Candy Anderson, Amery, WI – renewal of Conditional-Use Permit #15312 for a Non-Metallic Mine – W1/2-NW1/4-SW1/4, Section 28 & E1/2-NE1/4-SE1/4, Section 29, T47N-R14W; (3384 E Dump Rd; TS-030-00717-01; 00735-01), Town of Superior.

Mary Lou Bergman, Chair

Steve Rannenber, Planning & Zoning Administrator

If you have any comments on these items, let the Planning & Zoning Office know in writing prior to the meeting, or appear at the Public Hearing. Planning & Zoning Office, 1313 Belknap St., Rm. 206, Superior, WI 54880 (715-395-1380). Action may be taken on any item listed on the public hearing. In accordance with WI Statutes 59.69 (5)(a), attachments to public hearing notice and maps of subject properties are available for review in the Planning & Zoning Office, or at www.douglascountywi.org. The County of Douglas complies with the Americans with Disabilities Act of 1990. If you are in need of accommodation to participate in the public meeting process, please contact the Douglas County Clerk's Office at (715) 395-1341 by 4:00 p.m. on the day prior to the scheduled meeting. Douglas County will attempt to accommodate any request depending on the amount of notice we receive. TDD (715) 395-7521.

ST August 19 & 26, 2016

Ostern, Christine	Christine.Ostern@douglascountywi.org
Rannenberg, Steve	Steve.Rannenberg@douglascountywi.org
Rick Moravec (rick.moravec@gmail.com)	rick.moravec@gmail.com
Robert J. Thiede (rjmt@centurytel.net)	rjmt@centurytel.net
Robert Zimmerman (RZimm62@gmail.com)	RZimm62@gmail.com
Roger LeTourneau (rocotou@gmail.com)	rocotou@gmail.com
ronshadeyo@centurytel.net	ronshadeyo@centurytel.net
Sandee Pease (SandeePease@centurytel.net)	SandeePease@centurytel.net
Sandy Waletzko (jszko_30@hotmail.com)	jszko_30@hotmail.com
snelson@superiortelegram.com	snelson@superiortelegram.com
State of WI (Brule River area) (David.Schulz@Wisconsin.gov)	David.Schulz@Wisconsin.gov
Steve LaValley (steven.lavalley@wisconsin.gov)	steven.lavalley@wisconsin.gov
Steve Trainor (strainor72649@gmail.com)	strainor72649@gmail.com
Susan O'Halloran (SOHallor@outlook.com)	SOHallor@outlook.com
Swan Dawson (sdawson@villagelakenebagamon.com)	sdawson@villagelakenebagamon.com
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Tom Mahoney (tomwmahoney@gmail.com)	tomwmahoney@gmail.com
Town of Parkland (townofparkland@gmail.com)	townofparkland@gmail.com
Towns	
Upper St. Croix Sanitary District (jan61255@yahoo.com)	jan61255@yahoo.com
USCLSD (USCLSD@yahoo.com)	USCLSD@yahoo.com
Village of Solon Springs & SS-Gordon Airport Comm (village54873@yahoo.com)	village54873@yahoo.com
Wahner, Gayle	Gayle.Wahner@douglascountywi.org
William Sande (William.M.Sande@mvp02.usace.army.mil)	William.M.Sande@mvp02.usace.army.mil
Chair Town of Lakeside (chairman1@centurytel.net)	chairman1@centurytel.net
Charles Khalar (chair@townofhighland.net)	chair@townofhighland.net
clerk004@centurytel.net	clerk004@centurytel.net
Nora Anne Moss (clerk@townofhighland.net)	clerk@townofhighland.net
Town of Amnicon	amnicon000@centurytel.net
Town of Amnicon (wentworthgardens@centurytel.net)	wentworthgardens@centurytel.net
Town of Bennett (townofbennett@outlook.com)	townofbennett@outlook.com
Town of Brule (nelsond@ci.superior.wi.us)	nelsond@ci.superior.wi.us
Town of Cloverland	twncloverland@yahoo.com
Town of Dairyland (cabindks@hotmail.com)	cabindks@hotmail.com
Town of Gordon	gordontowndouglas@yahoo.com
Town of Hawthorne	DebraWermter@yahoo.com
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Town of Superior	townofsuperior@centurytel.net
Town of Wascott	wascott@centurytel.net
townofsolon@centurytel.net	townofsolon@centurytel.net

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Anderson's (SLApinewood@centurytel.net)	SLApinewood@centurytel.net
Bill & Judith Rodgers (jbr62@earthlink.net)	jbr62@earthlink.net
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Brian Conley (Blconley@centurytel.net)	Blconley@centurytel.net
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Dale Johnson (dklajohnson9@gmail.com)	dklajohnson9@gmail.com
Doug Hanson (doughanson42@gmail.com)	doughanson42@gmail.com
Gary Saari (finntinman@yahoo.com)	finntinman@yahoo.com
James Heim (jkheim@gmail.com)	jkheim@gmail.com
Larry Kappes (llkappes@gmail.com)	llkappes@gmail.com
Roger Wilson (Preswalske@centurytel.net)	Preswalske@centurytel.net

AFFIDAVIT OF PUBLICATION

STATE OF WISCONSIN)

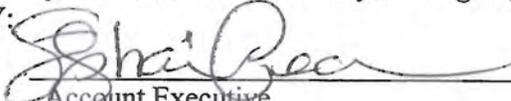
SS

COUNTY OF DOUGLAS)

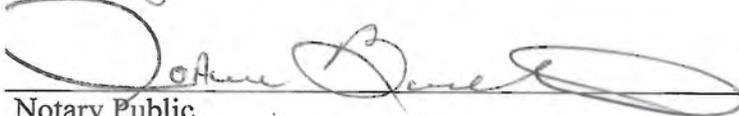
#20478

Stephanie Pearson, of the City of Superior, in said County, being duly sworn, says that she is the Account Executive of Superior Telegram, Inc. publishers and printers of Superior Telegram, a public newspaper printed and published in the City of Superior, Douglas County, Wisconsin, and that the notice, (of which the hereto annexed is a true and correct printed copy from said paper) was inserted, printed and published in said Superior Telegram for

2 Successive week(s), at least once in each week, and in each and every number thereof: that the first publication of said notice in said newspaper was on the 19th day of August, 2016 and that the last publication was on 26th day of August, 2016

BY: 
Account Executive

Subscribed and sworn to before me on this 26 day of August 2016.


Notary Public

Notary Public, Douglas County, WI
My Commission Expires

May 15 2017

**Notice of Public Hearing
Douglas County Planning & Zoning Committee**

A Public Hearing will be held by the Douglas County Planning & Zoning Committee at 10:00 a.m. on Tuesday, September 6, 2016 in the Government Center Board Room, Second Floor, 1316 North 14th Street, Superior, Wisconsin to hear the following:

a) Ordinance:
Create Ordinance 8.13 Moratorium on Livestock Facilities Licensing. Ordinance available in the Douglas County Planning & Zoning Office and on the county's website at: <http://www.douglascountywi.org/2016moratorium>

b) Amendments to the Douglas County Zoning Ordinance:
Petition No. 16-05 - Bart & Tami Klinzing, Solon Springs, WI - Pt SE1/4-SE1/4, Section 14, T45N-R12W; (10777 S Business 53; SO-026-00852-00), Town of Solon Springs - from R-2: Residential zoning district to the A-1: Agricultural zoning district, (proposed use: chickens, goats, etc.), filed August 1, 2016 in the County Clerk's Office.

Petition No. 16-06 - K Elizabeth Allen, et al., South Range, WI - NE1/4-NE1/4, Section 5, T46N-R12W; (8096 E County Road B; HA-014-00223-00), Town of Hawthorne - from R-2: Residential zoning district to the A-1: Agricultural zoning district, (proposed use: horses), filed August 3, 2016 in the County Clerk's Office.

c) Conditional-Use Permits:
1) David & Patricia Saker, Lake Nebagamon, WI - accessory building (1st structure in the F-1: Forestry zoning district) - E1/2-E1/2-NW1/4-SE1/4, Section 26, T46N-R11W; (Hazel Prairie Road; HI-016-01190-02), Town of Highland.

2) Jeffery & Susan Smith, South Range, WI - seasonal dwelling - SW1/4-SW1/4, Section 10, T45N-R11W; (10849 E Jersett Rd; SO-026-00244-00), Town of Solon Springs.

3) Solon Springs Quarry LLC, c/o Anthony Roffers, Solon Springs, WI - renewal of Conditional-Use Permit #7135 for a Non-Metallic Mine - Pt NW-NW; NE1/4-NW1/4; NW1/4-NE1/4; Pt SE1/4-NW1/4; Pt SW1/4-NW1/4, Section 18, T45N-R11W; (10523 S Heyer Road; SO-026-00414-01; 00413-00; 00393-00; 00417-00; 00415-00), Town of Solon Springs.

4) Mathy Construction Company, Onalaska, WI/ c/o Candy Anderson, Amery, WI - renewal of Conditional-Use Permit #16312 for a Non-Metallic Mine - W1/2-NW1/4-SW1/4, Section 28 & E1/2-NE1/4-SE1/4, Section 29, T47N-R14W, Town of Superior.

Mary Lou Bergman, Chair
Steve Rannenber, Planning & Zoning Administrator

If you have any comments on these items, let the Planning & Zoning Office know in writing prior to the meeting, or appear at the Public Hearing, Planning & Zoning Office, 1313 Belknap St., Rm. 206, Superior, WI 54880 (715-395-1380). Action may be taken on any item listed on the public hearing. In accordance with WI Statutes 59.69 (5)(a), attachments to public hearing notice and maps of subject properties are available for review in the Planning & Zoning Office, or at www.douglascountywi.org.

The County of Douglas complies with the Americans with Disabilities Act of 1990. If you are in need of accommodation to participate in the public meeting process, please contact the Douglas County Clerk's Office at (715) 395-1341 by 4:00 p.m. on the day prior to the scheduled meeting. Douglas County will attempt to accommodate any request depending on the amount of notice we receive. TDD (715) 395-7521.

ST August 19 & 26, 2016 #20478 wnaxlp

Filed _____ 20 _____

Clerk of the County Court

Fee: \$145.34



DOUGLAS COUNTY

Planning, Zoning & Land Information Offices

1313 Belknap Street, Room 206
Superior, WI 54880

Stephen Rannenberg
Administrator

Keith Wiley
Assistant Administrator

Date: August 2, 2016

ZC 2016-05

To: Karri Long
PO Box 275
Solon Springs, WI 54873

From: Steve Rannenberg, Planning and Zoning Administrator

Subject: Town Board action requested

Re:

Applicant: Bart & Tami Klinzing

Zone Change Petition: R-2 Residential > A-1 Agricultural District

Parcel ID / S-T-R: SO-026-00892-00 / 14-45N-12W

1. We have received the attached application related to a proposed land use change in your town:

2. This proposed land use change is in the form of one or more of the following:

Petition to Rezone Variance / appeal

Conditional Use Permit Subdivision plat review

3. Please place this item on the next Town Board agenda for action by the board.

4. We would appreciate a response prior to our public hearing scheduled for Sept. 6, 2016.

5. Objection: _____ No Objection: _____

6. Comments _____

7. Signature: Karri Long Date: 8/8/2016

**ORDINANCE #8.13
MORATORIUM ON LIVESTOCK FACILITIES
LICENSING
PRESENTED BY THE ZONING COMMITTEE**

Roll Call		
District Number	Yes	No
1. Pomush		
2. White		
3. Finn		
4. Clark		
5. Baker		
6. Paine		
7. Glazman		
8. Robinson		
9. Jaques		
10. Quam		
11. Finendale		
12. Lear		
13. Allen		
14. Ryan		
15. Hendrickson		
16. Luostari		
17. Liebaert		
18. Corbin		
19. Mock		
20. Conley		
21. Bergman		
Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 04/19/16		

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF DOUGLAS DOES ORDAIN AS FOLLOWS:

SECTION I. AUTHORITY

This ordinance is adopted pursuant to the powers granted under Wisconsin Constitution, and Wisconsin Statutes including but not limited to Sections 59.02(2) and 59.69.

SECTION II. TITLE AND PURPOSE

The title of this ordinance is the *Moratorium on Livestock Facilities Licensing*. The purpose of this ordinance is to allow Douglas County to impose a moratorium providing adequate time to study, review, consider and determine the need to add more stringent standards to existing ordinances and to consider zoning and other regulations to more effectively manage the environmental and public health and safety risks associated with livestock operations. Further, the imposition of a moratorium will allow Douglas County to determine whether it has adequate resources to enforce any new or existing livestock facility ordinance.

SECTION III. DEFINITIONS

All definitions located in Section III, Ordinance 8.10 are hereby adopted and incorporated as if fully set forth herein.

SECTION IV. MORATORIUM IMPOSED

The Douglas County Board of Supervisors imposes a moratorium on the licensing of new livestock facilities that will have 1,000 or more animal units and on the licensing of pre-existing livestock facilities that are undergoing an expansion if the number of animal units kept at the expanded facility will be 1,000 or more, provided that the moratorium does not apply to an applicant who has acquired legally vested rights to the issuance of a license prior to the adoption of this ordinance.

Roll Call		
District Number	Yes	No
1. Pomush		
2. White		
3. Finn		
4. Clark		
5. Baker		
6. Paine		
7. Glazman		
8. Robinson		
9. Jaques		
10. Quam		
11. Finendale		
12. Lear		
13. Allen		
14. Ryan		
15. Hendrickson		
16. Luostari		
17. Liebaert		
18. Corbin		
19. Mock		
20. Conley		
21. Bergman		
Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 04/19/16		

SECTION V. ACTION AND STUDY DURING MORATORIUM

The Douglas County Board of Supervisors hereby assigns a Livestock Operations Study Group composed of committee members of the Zoning Committee and the Land Conservation Committee, the Zoning Administrator, the County Conservationist, and the UWEX Agricultural Agent. Issues considered by the study group will include, but are not limited to:

A. The need to gather and analyze data about groundwater and surface water quality and quantity in order to establish a baseline for comparison to identify impairments resulting from operations;

B. The need to add more stringent standards in Livestock Facilities Licensing Ordinance 8.10 to protect water quality and avoid nuisances, which includes: 1) planning to identify the special resource concerns in the county such as sensitive groundwater conditions and surface water runoff to Lake Superior tributaries, 2) watershed of the St. Croix River and tributaries and 3) evaluating practices and other options to better manage concerns such as more stringent setback requirements; and

C. The need to consider zoning and other regulations to more effectively manage the environmental and public health and safety risks associated with livestock operations including consideration of the following: 1) adoption of a manure storage ordinance, and requirements related to a certificate of use for storage facilities operated within the county, 2) implementation of State performance standards to address gaps in the livestock siting ordinance including standards related to processing wastewater, tillage setback, and phosphorus index, 3) adoption of zoning measures to create special zones for livestock operations over 1,000 animal units, and 4) adoption of a Livestock Operations Ordinance.

SECTION VI. DURATION OF MORATORIUM

This moratorium shall be in effect for a period of twelve months from the date this ordinance is passed by the County Board unless the County Board rescinds this moratorium at an earlier date, the County Board adopts amendments to the Livestock Facilities Licensing Ordinance, or creates a Livestock Facilities Operations Ordinance. This moratorium may be extended for up to six more months by a majority vote of the Douglas County Board of Supervisors, if necessary.

Roll Call		
District Number	Yes	No
1. Pomush		
2. White		
3. Finn		
4. Clark		
5. Baker		
6. Paine		
7. Glazman		
8. Robinson		
9. Jaques		
10. Quam		
11. Finendale		
12. Lear		
13. Allen		
14. Ryan		
15. Hendrickson		
16. Luostari		
17. Liebaert		
18. Corbin		
19. Mock		
20. Conley		
21. Bergman		
Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 04/19/16		

SECTION VII.

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

SECTION VIII. SEVERABILITY

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

SECTION X. EFFECTIVE DATE

This ordinance shall take effect and be in full force from and after its passage.

Dated this 15th day of September, 2016.

(Committee Action: Unanimous)

(Fiscal Note: None)

RESOLUTION #49-16
RESOLUTION BY THE LAND AND DEVELOPMENT
COMMITTEE

Subject: Land Sale

WHEREAS, the following parcel of land was previously advertised on the dates indicated below, in accordance with Section 76.59, Wisconsin Statutes, and the highest bid received was as follows:

\$ 709.98 Parcel 6-16: (April 29, May 5 and 13, 2016) W 35 Ft of E 70 Ft of Lots 1 thru 4, Block 11, except r/w over the S 8 Ft for alley, Wemyss Addition to West Superior, City of Superior (1704 N 24th Street) (07-807-02637-00), from Whitney Jokinen. Intended use: Yard.

NOW, THEREFORE, BE IT RESOLVED that the Douglas County Board of Supervisors, in regular meeting assembled, authorizes the County Clerk to execute quit claim deed on the above named property.

Dated this 15th day of September, 2016.

(Committee Action: Unanimous)

(Fiscal Note: Increase "Profit and Loss on Land Sales Account" by \$709.98)

Roll Call		
District Number	Yes	No
1. Pomush		
2. White		
3. Finn		
4. Clark		
5. Baker		
6. Paine		
7. Glazman		
8. Robinson		
9. Jaques		
10. Quam		
11. Finendale		
12. Lear		
13. Allen		
14. Ryan		
15. Hendrickson		
16. Luostari		
17. Liebaert		
18. Corbin		
19. Mock		
20. Conley		
21. Bergman		
Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 04/19/16		

EXHIBIT C-9-16

RESOLUTION #49-16 LAND SALES

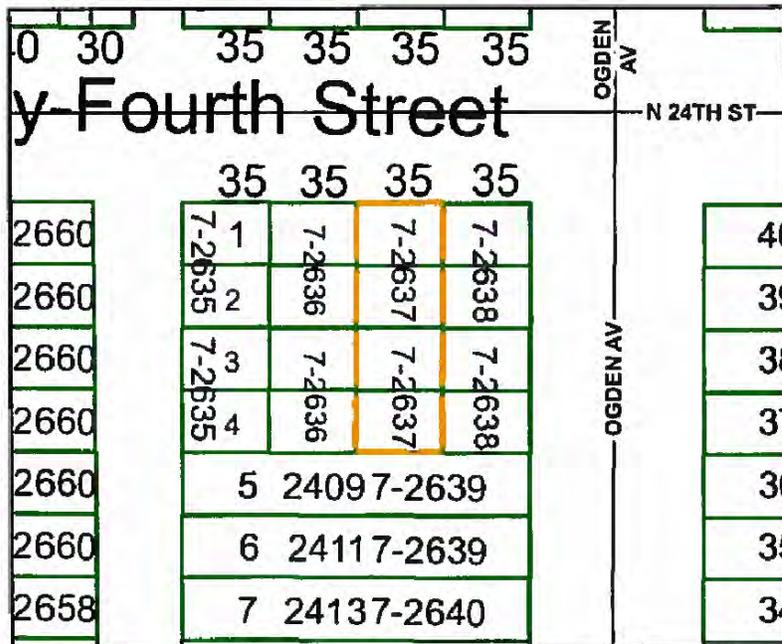
Presented by Land & Development Committee



DOUGLAS COUNTY BOARD OF SUPERVISORS
September 15, 2016

RESOLUTION #49-16

PREVIOUSLY ADVERTISED PARCEL



PARCEL #6-16
 WHITNEY JOKINEN
 APPROXIMATELY 0.08 ACRES
 (1 LOT @ 35' X 100')

RESOLUTION #50-16
RESOLUTION BY THE LAND AND DEVELOPMENT
COMMITTEE

Subject: Transfer of Property to City of Superior

RESOLVED that the Douglas County Board of Supervisors accepts the recommendation of the Land and Development Committee and transfers ownership of the following described properties to the City of Superior:

- (1) Parcels #07-807-00692-00 (1812 Oakes Avenue), Lot 23, Block 190, West Superior 7th Division, City of Superior (to be razed);
- (2) Parcel #07-807-00693-00 (1810 Oakes Avenue), Lot 24, Block 190, West Superior 7th Division, City of Superior, upon payment in the amount of \$1,000; and
- (3) Parcel #05-805-02502-00 (1017 Fisher Avenue), Lots 3 and 4, Block 4, Catlin Division of West Superior, City of Superior (to be razed).

Dated this 15th day of September, 2016.

(Committee Action: Unanimous)

(Fiscal Note: Increase "Profit and Loss on Land Sales Account" by \$1,000.00)

Roll Call		
District Number	Yes	No
1. Pomush		
2. White		
3. Finn		
4. Clark		
5. Baker		
6. Paine		
7. Glazman		
8. Robinson		
9. Jaques		
10. Quam		
11. Finendale		
12. Lear		
13. Allen		
14. Ryan		
15. Hendrickson		
16. Luostari		
17. Liebaert		
18. Corbin		
19. Mock		
20. Conley		
21. Bergman		
Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 04/19/16		

**RESOLUTION #51-16
RESOLUTION BY THE ADMINISTRATION
COMMITTEE**

Subject: Account Specialist III in Clerk of Court Department
Reclassification Approved

RESOLVED that the Douglas County Board of Supervisors
accepts the recommendation of the Administration Committee and
approves the following position reclassification for 2017:

Department: Clerk of Court
 Position: Account Specialist III, Grade H, Step 2
 Request: Financial Specialist, Grade I, Step 2
 Cost: \$3,506.07
 Committee Action: Unanimous

Dated this 15th day of September, 2016.

(Committee Action: Unanimous)
 (Fiscal Note: Increase personnel services expenses in Clerk of
 Court by \$3,506.07)

Roll Call		
District Number	Yes	No
1. Pomush		
2. White		
3. Finn		
4. Clark		
5. Baker		
6. Paine		
7. Glazman		
8. Robinson		
9. Jaques		
10. Quam		
11. Finendale		
12. Lear		
13. Allen		
14. Ryan		
15. Hendrickson		
16. Luostari		
17. Liebaert		
18. Corbin		
19. Mock		
20. Conley		
21. Bergman		
Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 04/19/16		

Roll Call		
District Number	Yes	No
1. Pomush		
2. White		
3. Finn		
4. Clark		
5. Baker		
6. Paine		
7. Glazman		
8. Robinson		
9. Jaques		
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11. Finendale		
12. Lear		
13. Allen		
14. Ryan		
15. Hendrickson		
16. Luostari		
17. Liebaert		
18. Corbin		
19. Mock		
20. Conley		
21. Bergman		
Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 04/19/16		

RESOLUTION #52-16

RESOLUTION BY THE ADMINISTRATION COMMITTEE

Subject: Wisconsin PACE Commission Joint Exercise of Powers Agreement Approved

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, Douglas County is a “municipality” as that term is defined in Wis. Stat. § 66.0301 and a political subdivision located in the State, and

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

WHEREAS, Douglas 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

Roll Call		
District Number	Yes	No
1. Pomush		
2. White		
3. Finn		
4. Clark		
5. Baker		
6. Paine		
7. Glazman		
8. Robinson		
9. Jaques		
10. Quam		
11. Finendale		
12. Lear		
13. Allen		
14. Ryan		
15. Hendrickson		
16. Luostari		
17. Liebaert		
18. Corbin		
19. Mock		
20. Conley		
21. Bergman		
Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 04/19/16		

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”) set forth as Exhibit D-9-16, and

WHEREAS, it is in Douglas 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, Douglas County must adopt an Ordinance relating to the administration of PACE financings in Douglas County and throughout the State (“PACE Ordinance”), and

WHEREAS, proposed Ordinance #1.31, 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 Douglas County entering into the Commission Agreement, and

WHEREAS, it is the intent of this resolution to authorize Douglas County to become a member of the Commission and authorize a duly-appointed representative of Douglas County to finalize and execute the final Commission Agreement in substantially the form of the draft Commission Agreement set forth in Exhibit D-9-16.

NOW, THEREFORE, BE IT RESOLVED that the Douglas County Board of Supervisors approves the draft Commission Agreement (Exhibit D-9-16) and authorizes and directs the Douglas County Board Chair to sign such document after receipt of preliminary approval from the other participating municipalities, approval from the Douglas County official duly-appointed to approve the final form of the Commission Agreement and approval of the Douglas County Corporation Counsel.

BE IT FURTHER RESOLVED that the County Administrator is hereby directed to appoint a board supervisor to act as Douglas 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.

Roll Call		
District Number	Yes	No
1. Pomush		
2. White		
3. Finn		
4. Clark		
5. Baker		
6. Paine		
7. Glazman		
8. Robinson		
9. Jaques		
10. Quam		
11. Finendale		
12. Lear		
13. Allen		
14. Ryan		
15. Hendrickson		
16. Luostari		
17. Liebaert		
18. Corbin		
19. Mock		
20. Conley		
21. Bergman		
Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 04/19/16		

BE IT STILL FURTHER RESOLVED that Supervisor Jim Paine is designated as the Douglas 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 Douglas County Board of Supervisors.

Dated this 15th day of September, 2016.

(Committee Action: Unanimous)

(Fiscal Note: None)

EXHIBIT D-9-16

RESOLUTION #52-16 JOINT EXERCISE OF POWERS AGREEMENT RELATING TO WISCONSIN PACE COMMISSION

Presented by Administration Committee



DOUGLAS COUNTY BOARD OF SUPERVISORS

September 15, 2016

JOINT EXERCISE OF POWERS AGREEMENT

relating to

WISCONSIN PACE COMMISSION

a Joint Powers Commission under Section 66.0301 of the Wisconsin Statutes

THIS AGREEMENT (“*Agreement*”), dated as of _____, 2016 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:

Section 1. Creation. Pursuant to the Joint Powers Law, there is hereby created a commission to be known as the “**Wisconsin PACE Commission**” (the “*Commission*”).

Section 2. 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 3. 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 4. 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 5. 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 6. 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 7. 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 officio*, 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 ex-

cept 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 are Representative 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 depository 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 8. 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 9. Disposition of Assets. At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 3, 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 10. 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 10, shall be borne by the Commission and shall be a charge against any unencumbered funds of the Commission available for that purpose.

Section 11. Funds. The Treasurer shall receive, have the custody of and disburse Commission funds pursuant to the accounting procedures developed under Section 10, 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 12. 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 13. 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 14(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 17.

Section 14. 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 13(c).

Section 15. 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 16. 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 17. 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 18. 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 19. Amendments.

(a) Amendments to the Agreement may be proposed by the Board or by any two Members. Except as provided in Section 13 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 20. 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 21. 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 22. 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.

[SIGNATURES ON FOLLOWING PAGE]

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.

<p>On behalf of _____ COUNTY / CITY / VILLAGE / TOWN:</p> <p>By: _____</p> <p>Its: _____</p>	<p>On behalf of _____ COUNTY / CITY / VILLAGE / TOWN:</p> <p>By: _____</p> <p>Its: _____</p>
<p>On behalf of _____ COUNTY / CITY / VILLAGE / TOWN:</p> <p>By: _____</p> <p>Its: _____</p>	<p>On behalf of _____ COUNTY / CITY / VILLAGE / TOWN:</p> <p>By: _____</p> <p>Its: _____</p>
<p>On behalf of _____ COUNTY / CITY / VILLAGE / TOWN:</p> <p>By: _____</p> <p>Its: _____</p>	<p>On behalf of _____ COUNTY / CITY / VILLAGE / TOWN:</p> <p>By: _____</p> <p>Its: _____</p>

Joint Exercise of Powers Agreement

relating to

WISCONSIN PACE COMMISSION

EXHIBIT A
Model Pace Ordinance

Roll Call		
District Number	Yes	No
1. Pomush		
2. White		
3. Finn		
4. Clark		
5. Baker		
6. Paine		
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20. Conley		
21. Bergman		
Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 04/19/16		

RESOLUTION #53-16
RESOLUTION BY THE ADMINISTRATION COMMITTEE

Subject: Local Exposition District Tax Legislation Supported

WHEREAS, Douglas County (the “County”) desires to further economic development in Douglas County by providing job opportunities for residents, reducing unemployment, preserving and stabilizing business activities within the County, expanding the tax base, encouraging tourism, and bringing needed capital into the County for the benefit and welfare of residents, and

WHEREAS, the County has been actively involved in economic development in order to improve the economic well-being of its citizens, and

WHEREAS, the implementation of a Local Exposition District Tax would provide a much needed economic development tool that will provide significant economic benefits to the County and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Douglas County Board of Supervisors approves the recommendation of the Administration Committee and supports the City of Superior referendum on the November 8, 2016, ballot, which asks if the Wisconsin State Legislature should pass legislation authorizing a Local Exposition District Tax to further economic development in the City of Superior.

Dated this 15th day of September, 2016.

(Committee Action: Unanimous)

(Fiscal Note: None)

Roll Call		
District Number	Yes	No
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Rev. 04/19/16		

RESOLUTION #54-16
RESOLUTION BY SUPERVISORS ON THE HEALTH AND HUMAN SERVICES BOARD

Subject: Soldiers and Sailors Relief Fund Policies and Procedures

RESOLVED, that the Douglas County Board of Supervisors accepts the recommendation of Supervisors on the Health and Human Services Board and approves Soldiers and Sailors Relief Fund Policies and Procedures as set forth in Exhibit E-9-16.

Dated this 15th day of September, 2016.

(Committee Action: Unanimous)

(Fiscal Note: None)

EXHIBIT E-9-16

RESOLUTION #54-16 SOLDIERS AND SAILORS RELIEF FUND POLICIES AND PROCEDURES

Presented by Supervisors on Health and Human
Services Board



DOUGLAS COUNTY BOARD OF SUPERVISORS
September 15, 2016

DOUGLAS COUNTY
SOLDIERS AND SAILORS RELIEF FUND
POLICIES AND PROCEDURES

EFFECTIVE June 1, 2016



Statement of Purpose

The purpose of the Douglas County Soldiers and Sailors Relief Fund, hereinafter called SSRF, is to provide aid to needy veterans and their families. The SSRF shall provide financial assistance to eligible veterans their family members to assist with basic needs such as rent, food, transportation, utilities and emergency situations.

Funds Generated

The SSRF is generated from a tax levy by the Douglas County Board of Supervisors to provide aid for needy veterans, needy spouses, surviving spouses, minor and dependent children of such veterans and needy parents of veterans (See Wis. Stat. 45.86 for taxing authority). The SSRF also includes monies collected through fund raisers and donations.

Administration

The Douglas County Veterans Service Commission, which was established under Wis. Stat. 45.81, provides oversight of the SSRF. The Douglas County Veterans Service Officer is responsible for determining the eligibility of applicants and awarding assistance from the fund.

Eligibility

Only eligible veterans and their family members may receive assistance from the SSRF. The determination of eligibility and need for funding from the SSRF is made by the Douglas County Veteran Service Officer. Applications are valid for 90 days. It is the applicant's responsibility to report any changes in status during this 90 day period of time. After 90 days a new application must be completed.

Applications for assistance shall include the following:

1. The applicant must provide a Certificate of Release or Discharge from Active Duty (DD Form 214) establishing that the veteran earned an honorable discharge.
2. The applicant must complete a Statement of Claim (VA Form 21-4138) along with a Financial Status Report (VA Form 5655) documenting the need for assistance and the requested aid amount.
3. The applicant must have been a resident of the State of Wisconsin for at least six months and have resided in Douglas County for a minimum of 30 days immediately prior to obtaining assistance from the SSRF. Post office boxes shall not be a means of establishing residency.
4. The applicant must be indigent. One or more of the following definitions shall be used to determine if an applicant is indigent:

SOLDIERS AND SAILORS RELIEF FUND – POLICIES AND PROCEDURES

- Receiving one of the following types of public assistance: temporary assistance for needy families, general assistance, poverty-related Veteran's benefits, food stamps or food stamp benefits transferred electronically, refugee resettlement benefits, Medicaid, or supplemental security income.
- Receiving an annual income, after taxes, of one hundred and fifty percent or less of the current federally established poverty level. Income received during the 31 day period prior to the date of application shall be annualized to determine an annual income. **Note:** Income includes all funds received by the applicant and their spouse or domestic partner, and all other individuals in the household who will benefit from the assistance.*

* Examples of included income which must be reported on the financial statement for the purpose of determining income eligibility are as follows:

- Money, wages and salaries after any deductions;
- Net receipts from self-employment;
- Labor and industries payments;
- Savings;
- Workers compensation;
- Alimony;
- Veterans; compensation and disability;
- Military family allotments or other regular support from an absent family member or someone not living in the household;
- Retirement, pension (including veterans' pension) and annuities;
- Insurance payments;
- Dividends, interest, and periodic receipts from estates or trusts;
- Unemployment compensation;
- Child support;
- Social security other than supplemental security income;
- Foster child payments;
- Tax refunds, gifts, loans, lump sum inheritance, one-time insurance payments or compensation for injury or death;
- Dependency and indemnity compensation for service-connected death;
- Educational assistance benefits (including veterans' educational Assistance benefits not paid directly to the school for tuition and books), Vocational rehabilitation subsistence allowance, and work-study benefits (including veterans' work-study benefits)

Note: Grants, loans and Veterans' educational assistance for tuition and books paid directly to the training institution are not included as income. Applicants who report no income for the previous 30 days must provide additional documentation showing their means of support and verification showing they have applied for assistance from other government agencies and social services programs deemed appropriate by the Soldiers and Sailors Relief Fund staff of the Douglas County Veterans Service Office.

SOLDIERS AND SAILORS RELIEF FUND – POLICIES AND PROCEDURES

Assistance

Financial assistance may be provided to eligible veterans and their family members to assist with basic needs such as rent, food, transportation, utilities and other emergency situations as deemed appropriate by the Douglas County Veterans Service Officer.

Types of Assistance

A. Rent or Mortgage

Eligible applicants may receive assistance with past due rent, first and last month's rent, past due mortgage payments, or nonrefundable deposits on the applicant's residence.

The applicant must provide a written rental agreement or documents proving ownership of the property. The applicant must provide documentation establishing that he/she will be able to sustain rent or mortgage payments for 3 of months if assistance is provided.

Payments for rental assistance will be paid directly to the property owner, management company or the owner's legal representative. Payments will not be made to an property owners who are family members of the applicant . Rental assistance shall only be available for the applicant's primary residence.

Mortgage payments will be made directly to the mortgage lender and will only be paid for the applicant's primary residence.

B. Utilities

Eligible applicants may receive assistance with delinquent utilities including power, water, propane, oil and wood after utilizing Douglas County fuel assistance resources. No assistance shall be available for cable television or internet services..

The applicant must provide a utility bill, a shut-off notice or letter of impending disconnection from the power, water or fuel company showing the current amount owed. Payment shall be made directly to the utility or fuel company and may include shut-off and reconnection fees.

Payment shall be made to the utilities or fuel company for an account in the veteran or eligible family member's name only. Utilities shall only be paid for the residence where the veteran or eligible family member current and primary residence. **Note:** The veteran or eligible family member may be required to first utilize other energy assistance programs prior to the approval of funding from the fund.

SOLDIERS AND SAILORS RELIEF FUND – POLICIES AND PROCEDURES

C. Telephone

Eligible applicants may receive assistance for telephone services only in circumstances in which a physician has provided written documentation that the telephone is required for medical assistance or emergencies.

D. Transportation

Eligible applicants may receive assistance for daily or monthly bus passes within Douglas County and the Twin Ports area. Assistance may also be provided for transportation for documented appointments at the United States Department of Veterans Affairs' Clinics in St. Paul / Minneapolis, Minnesota.

E. Care of Graves

Eligible applicants may receive assistance of up to \$500 for the burial or cremation of a eligible veteran or surviving spouse of a an eligible veteran who dies without leaving means sufficient to defray funeral expenses and does not have any known next of kin available.

F. Other Requests

Other requests for financial assistance not listed in these policies and procedures shall be evaluated on a case-by-case basis by the Douglas County Veterans Service Officer and awarded or denied at his/her sole discretion.

Assistance Allocation

Eligible applicants may receive up to \$800 in financial assistance in a twelve month period of time. Additional assistance may be awarded at the discretion of the Douglas County Veterans Service Officer for cases of extreme need. There is no automatic annual entitlement to assistance.

All awards of assistance are subject to the availability of funds.

Eligible applicants who receive financial assistance for two consecutive years shall not be eligible for further funding for a period of twelve months.

Application Certification

All applicants by filing an application authorize the Douglas County Veterans Service Officer to verify the accuracy of the information provided by the applicant. The applicant acknowledges that providing fraudulent information in the application or to the Douglas County Veterans Service Officer shall be grounds for denial as well as prosecution under the law. Any assistance provided based

SOLDIERS AND SAILORS RELIEF FUND – POLICIES AND PROCEDURES

upon fraudulent information shall be repaid by the veteran and/or family member. Lost or stolen payments may not be reissued.

If the Veterans Service Commission and Douglas County Veterans Service Officer determine that the applicant provided false information or the misuse of assistance funds has occurred, the recipient shall be ineligible for assistance from the SSRF for a period of up to ten years.

Appeal

Applicants who have been denied assistance may request a review of the denial by the chairman of the Douglas County Veterans Service Commission. Said appeals must be filed within twenty days of denial of assistance. The chairman or the designee may request additional information in order to make an informed decision and shall issue a decision within ten days of receiving the information. The chairman's or designee's decision is final.

RESOLUTION #55-16
RESOLUTION BY SUPERVISORS ON THE LAND
CONSERVATION COMMITTEE

Subject: Habitat Restoration and Barrier Removal for the Middle River Supported

WHEREAS, Douglas County recognizes the health and quality of our water resources supports the local economy and quality of life for citizens and visitors, and

WHEREAS, the Middle River is a major tributary to western Lake Superior flowing nearly 33 miles through the county from its headwaters in the Town of Bennett to its outlet in Lake Superior, and

WHEREAS, the Wisconsin Department of Natural Resources reports that there are presently 55 lamprey-producing streams in the U.S. waters of Lake Superior; only 4 have low-head barriers installed to prevent migration of sea lamprey; two of those barriers are on tributaries in western Lake Superior; one on the Bois Brule River, which has been modified to mitigate fish passage, and the other on the Middle River, and

WHEREAS, the Middle River barrier was installed in 1983; since then evidence indicates that the fishery in the upper channel was negatively impacted through the restricted movement of fish, aquatic organisms, and nutrients leading to growing concerns that the barrier is fragmenting habitat, severely limiting hydrologic conductivity, drastically reducing biodiversity in the river, and limiting productivity in western Lake Superior, and

WHEREAS, removal or modification to the Middle River barrier has the potential to open nearly 75 miles of river and tributaries to the Lake Superior ecosystem improving habitat and biodiversity for both the Middle River and western Lake Superior, and

WHEREAS, the Middle River barrier is more than 30 years old, inevitably in need of repair and maintenance, and so the timing is appropriate to consider improvements for the Middle River, and

WHEREAS, restoring the type of habitat the Middle River offers by removing or modifying the barrier is identified as a specific management objective in the bi-national Great Lakes Water Quality Agreement, the federal Great Lakes Regional Collaboration Strategy and the WDNR's Lake Superior Fisheries Management Plan.

Roll Call		
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Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 04/19/16		

Roll Call		
District Number	Yes	No
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Rev. 04/19/16		

NOW, THEREFORE, BE IT RESOLVED that the Douglas County Land Conservation Committee supports restoration of the Middle River watershed to provide hydrologic connectivity and connectivity and continuous riparian habitat from the headwaters to Lake Superior by removing or modifying the lamprey barrier.

BE IT FURTHER RESOLVED that the Douglas County Land Conservation Committee urges the U.S. Fish and Wildlife Service and the Wisconsin Department of Natural Resources to work with Douglas County and other partners to remove or modify the Middle River lamprey barrier to restore habitat to the Middle River and western Lake Superior.

Dated this 15th day of September, 2016.

(Committee Action: Unanimous)
 (Fiscal Note: None)

Roll Call		
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Rev. 04/19/16		

**RESOLUTION #56-16
RESOLUTION BY SUPERVISORS ON THE EXTENSION
EDUCATION AND RECYCLING COMMITTEE**

Subject: DNR Financial Assistance for Recycling Program
Application Authorized

RESOLVED that the Douglas County Board of Supervisors accepts the recommendation of Supervisors on the Extension Education and Recycling Committee and authorizes the Douglas County Administrator to submit an application for Department of Natural Resources financial assistance under Section 287.23, Wisconsin Statutes, Chapters NR 542, 544, and 549, Wisconsin Administrative Code, for the purpose of planning, constructing or operating a recycling program with one or more components specified in Section 287.11(2)(a) to (h), Wisconsin Statutes.

Dated this 15th day of September, 2016.

(Committee Action: Unanimous)
(Fiscal Note: None)

Roll Call		
District Number	Yes	No
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Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 04/19/16		

**RESOLUTION #57-16
RESOLUTION BY THE ZONING COMMITTEE**

Subject: Protect Town, Village County and State Lands from Spread of CWD by Captive Cervid Operations

WHEREAS, current science supports the theory that Captive Cervid Operations pose a significant threat to Wisconsin's wild deer herd due to potential CWD transmission; that CWD is one of the greatest threats to our wild deer population; that deer escapes, nose to nose contact, and fence failures are causative factors in the transmission of CWD to our wild deer and can introduce prions (rogue proteins which cause CWD) into our environment, and

WHEREAS, approximately 24 of 72 Wisconsin counties have CWD and it is expanding annually; there currently is nothing that can cure it, stop it, or eradicate it from the environment; prevention is the key to slowing down the expansion of this disease in Wisconsin, and

WHEREAS, the two most recent discoveries of CWD occurred on captive Cervid Operations in Oneida and Eau Claire Counties where no CWD had ever been found; one of these had 35 positive CWD deer, a history of multiple escapes, and received \$290,000.00 of taxpayer money to depopulate the operation, and

WHEREAS, the Wisconsin deer herd is a critically important source of food, recreation, and tradition to the more than 800,000 firearms and archery hunters in the state, and provides an essential economic impact of over 1 billion dollars annually to state and local businesses; in addition, federal Pittman Robertson taxes derived from purchases of the associated sporting gear provides wildlife funding for a myriad number of other species, and

WHEREAS, currently there is little or no notification of town, village and county officials for Captive Cervid Operations, and

WHEREAS, it is crucial that towns, villages, and counties protect their resources for the benefit of current and future generations of citizens.

NOW, THEREFORE, BE IT RESOLVED that the Douglas County Board of Supervisors recommend that Governor Scott Walker and the Wisconsin Counties Association work with the Wisconsin Department of Agriculture, Trade and Consumer Protection, the Wisconsin Department of Natural Resources and

Roll Call		
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Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 04/19/16		

the Wisconsin legislature to take action to avoid the potential damage Captive Cervid Operations can cause and require the following:

- Captive Cervid Operations to notify town, village and county officials where the planned Captive Cervid Operation will be located at the start of the application process.
- Ground apron fencing on the external perimeter of the fences to prevent predators from digging under the fence, and to assist in preventing cervid escapes or contact.
- Electronic warning devices to be installed on fences to detect breaches or open gates.
- Captive Cervid Operations to maintain double fences around the periphery of the property.
- Operators to maintain liability insurance to cover any costs or damages to the state or county and to the wild deer herd resulting from the escape of cervids from the farm.

BE IT FURTHER RESOLVED that upon passage, the County Board of Supervisors directs the County Clerk to send a copy of this resolution to Governor Scott Walker and the Wisconsin Counties Association.

Dated this 15th day of September, 2016.

(Committee Action: Unanimous)
 (Fiscal Note: None)

Roll Call		
District Number	Yes	No
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Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 04/19/16		

**RESOLUTION #58-16
RESOLUTION BY SUPERVISORS RYAN AND
FINENDALE**

Subject: Children and Family Aids Allocation Increased Funding Supported

WHEREAS, the Department of Children and Families provides funding to counties through the Children and Family Aids allocation for the provision of child abuse and neglect services, including prevention, investigation, treatment, and out-of-home placement costs, and

WHEREAS base funding for child welfare services has not increased since the Department of Children and Families was created in 2009, and

WHEREAS, over the past few years, the child welfare workload has increased in all counties across the state, and

WHEREAS, the number of child protective services (CPS) referrals state-wide has increased by 30 percent since 2007 – from 55,895 referrals in 2007 to 72,698 in 2014, and

WHEREAS, the number of child protective services (CPS) referrals in Douglas County has increased by 19 percent since 2009 – from 751 referrals in 2009 to 898 in 2015, and

WHEREAS, the number of children in out-of-home care state-wide has increased from 7,653 in 2011 to 8,258 in 2015, and

WHEREAS, the number of children in out-of-home care in Douglas County has increased by 94% from 55 in 2009 to 107 in 2015, and

WHEREAS, the number of screened-in CPS reports state-wide has increased from 18,706 in 2011 to 20,384 in 2015, and

WHEREAS, the number of screened-in CPS reports in Douglas County has increased by 22% from 292 in 2009 to 376 in 2015, and

WHEREAS, the number of Children in Need of Protection and Services (CHIPS) petitions filed with the court state-wide has increased 12.5 percent from 2008 to 2015, and

Roll Call		
District Number	Yes	No
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Rev. 04/19/16		

WHEREAS, the number of Children in Need of Protection and Services (CHIPS) petitions filed with the court in Douglas County has increased 200 percent from 20 in 2009 to 60 in 2015, and

WHEREAS, counties are struggling to recruit and retain child welfare workers, and

WHEREAS, the stress of increasing caseloads is taking its toll on CPS workers, causing many experienced child welfare workers to leave the profession, and

WHEREAS, the leading cause of these increases is the use of heroin, opiates, and methamphetamines, and

WHEREAS, it is critical that counties have the resources necessary to ensure the safety of children in every corner of the state, and

WHEREAS, counties are struggling to identify resources to increase child welfare staff, especially given the significant overmatch counties already put in the human services system.

NOW, THEREFORE, BE IT RESOLVED that the Douglas County Board of Supervisors does hereby request that the State of Wisconsin, in its 2017-19 state biennial budget, increase funding to counties in the Children and Family Aids allocation to assist counties in serving the increasing number of children and families in the child welfare system.

BE IT FURTHER RESOLVED that a copy of this resolution be sent to Governor Scott Walker, Department of Children and Families Secretary Eloise Anderson, Department of Administration Secretary Scott Neitzel, area legislators, and the Wisconsin Counties Association.

Dated this 15th day of September, 2016.

(Committee Action: Unanimous)
 (Fiscal Note: None)

RESOLUTION #59-16
RESOLUTION BY THE LAND AND DEVELOPMENT
COMMITTEE

Subject: Head of the Lakes Fair Management Agreement
Approved

RESOLVED that the Douglas County Board of Supervisors accepts the recommendation of the Land and Development Committee and approves Property Management Agreement between Douglas County and Head of the Lakes Fair Management Group as set for in Exhibit F-9-16.

Dated this 15th day of September, 2016.

(Committee Action: Unanimous)

(Fiscal Note: Potential revenue for fairgrounds surcharge account)

Roll Call		
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Roll: Ayes _____ Noes _____ Absent _____ Abstain _____ Passed _____ Lost _____ Refer _____ Amend _____ Other _____		
Rev. 04/19/16		

EXHIBIT F-9-16

RESOLUTION #59-16 HEAD OF THE LAKES FAIR MANAGEMENT AGREEMENT

Presented by Land & Development Committee



DOUGLAS COUNTY BOARD OF SUPERVISORS

September 15, 2016

DOUGLAS COUNTY, WISCONSIN

PROPERTY MANAGEMENT AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2016, by and between the County of Douglas, Wisconsin, a quasi-municipal corporation (hereafter referred to as “the County”) and the Head of the Lakes Management Group, LLC, a non-profit corporation (hereafter referred to as “the Operator”) for the mutual and exclusive purpose of the management and operation of the Douglas County Fairground Property (hereafter referred to as “the Property”). The parties to this Agreement shall be bound by the following terms and conditions.

Article 1. Purpose

The purpose of this Agreement is to set forth the terms, obligations, and responsibilities of both parties for the management of the property commonly known as the Douglas County Fairgrounds, as outlined in red on attached Exhibit and described as follows:

The N 1/2 of the SE ¼, 34-49-14, lying East of Tower Avenue, except for those parts conveyed for road right-of-way purposes, City of Superior.

Article 2. Physical Characteristics of the Property/Facilities

2.01 Location

Douglas County is the owner of property located at 4700 Tower Avenue, Superior, Wisconsin.

2.02 Land Size

The property to be managed includes:

2.03 Building Sites

2.03.01 Multi-purpose Building. Rental for community and/or private events.

2.03.02 Grandstand Area. Dirt race track with fixed seating capacity (2,200 people).

2.03.03 Ancillary Buildings. Livestock barns, free-standing concession buildings and restroom buildings.

2.03.04 Miscellaneous Features. Parking lot; 20 RV hook-ups; 50 electrical; 20 acres.

2.04 Property Rights

The ownership of building(s) and real property shall remain with the County.

2.05 Site Utility Services

2.05.01 Electrical, Natural Gas, Water and Sewer Service. The Operator shall be responsible for payment of said services with the exception of the charges incurred by the Curling Club at the Multi-purpose Building from October 15 to April 15 of each year.

2.05.02 Sewer Service. The Operator is responsible for payment of services for all sewer dumping sites on the property with the exception of the charges incurred by the Curling Club at the Multi-purpose Building from October 15 to April 15 of each year.

2.05.03 Storm Water Assessment. The County will be responsible for payment of the annual storm water assessment applicable to periods subject to the agreement.

2.05.04 Trash Service. The Operator is responsible for the removal of trash in a timely fashion and for payment for said services.

2.05.05 Telephone Service. The Operator may utilize the current telephone system located on this site. The Operator shall be responsible for the monthly service fees and any other costs associated with the use of the system.

2.06 Food Service Vendors

Presently there is one (1) food vending site on the Property. The buildings and fixtures are owned by The Eagles. The Operator may charge food vendors rent for operating during scheduled events. The Operator shall be responsible for executing all contracts with vendors and payment of all utilities associated with vending sites.

2.07 Minimal Annual Use Obligations

The Operator shall be required to honor the following agreements in effect for the following organizations during the stated times for the use of the whole or named part of the Property:

2.07.01 Multi-purpose Building. The Operator shall not interfere with or impair access or use of the multi-purpose building by the Superior Curling Club or its permittees or otherwise impair the Superior Curling Club's rights under its lease of the multi-purpose building with the County. Parking may not be allowed on the paved area adjacent to the multi-purpose building when events are scheduled in that building. Handicapped parking spaces must be located to the left (or East) of the camping pedestals across from the multi-purpose building.

2.07.02 User Groups. The Operator shall make a good faith effort to negotiate fair terms of usage with user groups over the use of the Property. The building commonly referred to as the Douglas County Youth Education Building shall not be subject to control by the Operator or subject to the terms of this Agreement.

Article 3. Scope of Work

Described below are the minimally acceptable standards of performance by the Operator. The Operator shall act as an independent contractor and agrees that no employee, joint venture or other relationship with the County will be formed based upon this agreement or the services provided herein.

3.01 Operator Requirements

3.01.01 Annual Head of the Lakes Fair. The Operator will plan, organize, promote and execute the annual Head of the Lakes Fair during the term of this agreement. The Operator shall be responsible for executing all necessary contracts for this event,

including without limitation, negotiating and administering contracts for entertainment and contracts for food vendors, exhibitors and midway entertainment. The Operator is responsible for securing adequate paid and volunteer help for the holding of the Fair as well as providing adequate professional security for all scheduled public events during which alcohol will be served. The Operator shall prepare the buildings and other areas of the Property for the holding of this event. During the annual Head of the Lakes Fair parking will be allowed on county-owned property to the west of Tower Avenue.

The Operator will inform Douglas County of the dates of the fair by February 1 of each year covered by this agreement.

3.01.02 Year-Round Management Duties. The Operator shall manage the Property and facilities, with the exclusion of the Multi-purpose Building from October 15th to April 15th, on a year-round basis and set reasonable rental amounts for users and renters thereof and to prepare and maintain the buildings and facilities for said users. This shall include, but not be limited to, the following: to organize, contract for, or produce races, special events, conferences, and exhibitions throughout the year which provide revenue, contribute to the community, develop and implement marketing plans to promote all Property events, facilities, and services.

3.01.03 Rental, Funding and Expenses. The Operator's use and management of the Property under the terms of the Agreement shall be rent free to the Operator. The County shall not be responsible for financial contribution to the operation, maintenance or upkeep of the Property during the term of the Agreement, except as expenditures may be authorized from surcharge collections by the Douglas County Board. The Operator shall be entitled to all revenues received through events or its usage of the Property, excepting the one dollar surcharge applicable to adult tickets to all spectator events in which gate fees are charged, which shall be remitted to the County, or events held by the Superior Curling Club pursuant to its lease with the County. The Operator shall in no way obligate County funds through any activity conducted in connection with the Agreement and shall reimburse and hold the County harmless should such occur.

The amounts paid for rental of the Property shall be prorated for the last year of the Agreement. Any monies paid for storage, facility rental or multi-purpose building rental for the term following the termination of this Agreement shall be paid to the County. At the termination of this Agreement, the Operator shall provide a contact list of renters and any applicable use or rental agreements.

3.01.04 Permitted Uses. The Operator shall keep and use the premises for the purpose described herein and for no other or any unlawful purpose whatsoever. The Operator agrees to use the Property in an environmentally responsible manner and to comply with all state or federal statutes, regulations and rules as well as applicable local ordinances in its operation of the Property and shall be responsible and hold the County harmless for any failure to do so.

The Operator must adhere to a curfew in regards to racetrack operation. All races must end by 11:30 p.m., excepting the Northern Nationals event which must conclude by 1:00

a.m., with commensurate extensions below, or pay the following amounts to the County: \$100.00 if the races do not end by 11:30 p.m.; \$200.00 if the races do not end by 12:00 a.m. (midnight); and an additional \$200.00 for each half hour after midnight that the races continue. The above amounts are to be paid to the Douglas County Clerk within five (5) days of the conclusion of the race event. The Operator also agrees to promote good public relations with nearby residents of the race track, including making themselves or a duly designated agent readily available to listen and address comments and complaints by local residents.

3.01.05 Property Improvements. The Operator shall not erect any permanent buildings or improvements or make any alternations to existing property or facilities without prior written consent of the Douglas County Land and Development Committee.

Urgent property improvements shall be submitted to the County Administrator for approval. Upon consultation with the Land and Development Committee Chair (or County Board Chair in his absence), the County Administrator shall either approve or deny the request. Denied requests may be submitted to the Land and Development Committee as provided under the terms of this Agreement.

The Operator either personally or through its agents specifically agree that at least five (5) days before any construction work or labor is done, or materials used or expended by the Operator or on behalf of the Operator by any person, firm, corporation or contractor, the Operator will post and record or cause to be posted and recorded as provided by law, a notice of non-responsibility on behalf of the County, giving notice that the County is not responsible for any work or labor performed or to be performed or materials used or expended or to be used or expended on the Property. The Operator agrees that it will not subject the Property to any construction or other kinds of liens under its activities conducted according to this Agreement; and it will pay any obligations it may incur for labor, work or materials expended under this Agreement and will be fully responsible therefore. Compliance with this paragraph and all work performed hereunder presumes all approvals have been obtained pursuant to this Agreement.

3.01.06 Repair. The Operator shall keep the premises in good repair and reasonably clean at its own expense during the term of this Agreement and must keep in good repair all fixtures, buildings and facilities utilized by the Operator. The County, or a designee, shall have the right to inspect the premises at all reasonable times and if the Operator fails to keep the premises in reasonable repair and in a clean condition, the County may clean or repair premises and charge the cost thereof to the Operator. This paragraph does not apply to the multi-purpose building during the period from October 15 through April 15, of each year, when it is under the care of the Superior Curling Club. At the termination of this Agreement, the Property shall be returned to the County in substantially the same condition as received, excepting ordinary wear and tear, acts of God or other circumstances covered under the County's insurance of the Property.

3.01.07 Develop, Maintain and Enforce Rules for the Use of the Property and its Facilities. The facilities shall be maintained in a clean, safe and workable condition by

the Operator. It shall be the responsibility of the Operator to repair any damage caused by its operation or negligence. The Operator must meet all safety regulations as set forth by any applicable federal, state or local law, ordinance or regulation. The Operator agrees to inform all users of the Property that bonfires or any open fires not controlled sufficiently will not be tolerated.

3.01.08 Licenses and Permits. The Operator must, at their own expense, identify, provide and maintain in force any and all federal, state and local license and permits for the legal operation of all aspects of the Property.

3.01.09 Funding. The Operator shall be responsible for applying on behalf of the County for available grants or other governmental or private sources of funding to promote the fair and/or other uses of the Property.

3.01.10 Staff and Equipment. The Operator shall be responsible for providing all staff and equipment for the operation of the Property. The Operator shall be required to rent, lease or purchase all ordinary maintenance supplies and equipment required for the operation and maintenance of the Property. The Operator shall be responsible for general maintenance and repair of the County owned trade fixtures utilized under the Agreement.

The Operator shall provide the County with an inventory of all personal property, not belonging to third parties, currently on the premises within 60 days of the execution of this Agreement. All personal property owned by the County currently on the premises may not be sold or otherwise removed without the consent of the Douglas County Land and Development Committee. All personal property acquired by the Operator within the duration of this Agreement shall remain the property of the Operator. All fixtures currently on the Property or placed on the premises by the Operator shall be or become the property of the County unless ownership is established via prior agreements.

3.01.11 Accounting. The Operator agrees to provide quarterly financial statements, detailing profit and loss, to the County; and by March 15 of each year, an annual compilation of all revenues and expenses by generally accepted accounting principles, prepared by a certified public accountant, following the previous year of operation. The County shall have the right to review, inspect or audit the books and financial records of the Operator in regards to the operation of the Property, upon reasonable notice.

3.01.12 Surcharge. The Operator agrees to collect and account for a \$1.00 surcharge for all paid adult admissions to spectator events held on the Property for the duration of this Agreement. Said funds are to be collected in accordance with the applicable Douglas County resolution to be used for the purposes specified therein, unless otherwise designated by resolution of the Douglas County Board. Said funds are to be remitted to the Douglas County Clerk within five (5) days of collection along with an accounting of ticket or admission sales and revenues.

3.01.13 Insurance. The Operator shall hold the County harmless from any damages, injuries or other liability caused through its own negligence while operating under the

terms of this Agreement and otherwise defend and indemnify the County for the same. It is further agreed that the Operator will maintain at least ONE MILLION DOLLARS (\$1,000,000.00) in liability insurance and provide adequate proof of the same to the County prior to its occupancy under this Agreement. The Operator must file proof of liability insurance with the Douglas County Clerk's office in the amount of \$1,000,000.00. Further, the Operator shall provide Worker's Compensation coverage for its employees in accordance with Wisconsin law. Failure to provide insurance coverage as hereby agreed constitutes a material breach of this Agreement. The County shall be named as an "additional insured" under the policy but only for claims against the County arising out of the acts or omissions of the Operator or arising out of the manner of the Operator's use of the Property. A certified copy of such policy or certificate shall be delivered to the County endorsed "premium paid" by the Group, LLC or agency issuing the same or accompanied by other evidence satisfactory to the County that the premiums thereon have been paid, not less than ten (10) days prior to the expiration of any then current policy, and shall provide that such coverage may not be cancelled by such insurance Group, LLC without such Group, LLC giving the County a prior ten (10) day notice of its intention to cancel said insurance. The Operator shall be responsible for insuring its own property located upon the Property during the term of this Agreement. The County will maintain adequate insurance of the real property through the State Property Fund.

Article 4. Term of Contract

The term of this Agreement shall remain in effect until December 31st, 2019, beginning on January 1, 2017, unless terminated by either party in accordance with the terms hereunder. Upon termination of this Agreement, for any reason, the Operator agrees that it will assist the County with the transition to future management of the premises by fully cooperating with the location and production of all keys, records, property and books of account and will comply with all reasonable requests for access to the premises or for any information necessary to facilitate such transition. The Agreement may be extended for up to three additional years upon notification by Operator to the County prior to 180 days before expiration of the agreement and the County agrees to said extension.

Article 5. Debts

The County shall not be responsible for payment of any debts, judgments or bills incurred on behalf of the Operator or its agents pursuant to this Agreement or past agreements except as specified herein.

Article 6. Damages

The Operator shall be responsible for any damages to the Property which arise during the term of this Agreement, and are the results of a willful act of or through the negligence of the Operator's agents or employees, or of any person on the Property with the express permission of the Operator. The Operator shall not be responsible for any damage due to acts of God, or which are otherwise covered under the County's property insurance. The County reserves the right to reasonable inspection of the Property upon reasonable notice.

Article 7. Protection and Security

The Operator agrees to comply with all state, county, and city laws during the term of this Agreement, and to provide adequate professional security for all sponsored public events at which alcohol is served.

Article 8. Hold Harmless

The County and the Operator agree to indemnify and hold the other harmless for liability or responsibility for any injury, damages, costs, fees or other obligations due to the other's negligence in carrying out its responsibilities under the terms of this Agreement.

Article 9. Termination

This Agreement may be terminated by either party upon written notice to the other party given at least 180 days in advance. This Agreement may be terminated for any material breach of its terms or conditions by either party upon 45 days notice; however, the breaching party shall have 20 days after notification in which to cure the alleged breach. Breaches timely cured will not serve as a basis for termination of this Agreement.

Article 10. Notices

Any written notices required by this Agreement or communications relating to the conduct of business on the premises under this Agreement shall be sent or delivered to the following:

Douglas County: Douglas County Administrator
 Andrew Lisak
 Government Center
 1316 North 14th Street, Suite 301
 Superior, WI 54880

 Phone: 715-395-1429

Head of the
Lakes Management
Group, LLC: Josef Stariha
 Chairman
 P.O. Box 757
 Superior, WI 54880

 Phone: 218-349-7367

IN WITNESS WHEREOF, Douglas County and Head of the Lakes Management Group, LLC have executed this Agreement on the _____ day of _____, 2016.

DOUGLAS COUNTY:

HEAD OF THE LAKES MANAGEMENT GROUP, LLC:

By:

By:

Mark E. Liebaert – County Board Chair

Josef Stariha – Chairman

Susan T. Sandvick – County Clerk

- Secretary

CORRESPONDENCE #1 - #3

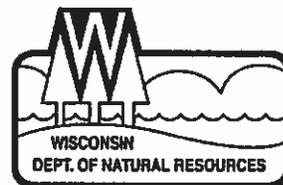
(as listed on Agenda)



DOUGLAS COUNTY BOARD OF SUPERVISORS
September 15, 2016

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



August 18, 2016

DOUGLAS COUNTY CLERK
SUSAN T. SANDVICK
1313 BELKNAP ST RM 101
SUPERIOR WI 54880-2779

SEPTEMBER 2016



SUBJECT: Assessment of Severance Share on Wood Products Cut from County Forest Lands in Douglas County

Having reported to the Department of Natural Resources in accordance with Section 28.11, Wis. Stats., that the following wood products (listed on the following pages) have been cut from lands entered under the County Forest Law, the Department determines the severance share to be:

Balance of your Forestry Account on August 18, 2016	\$0.00
Total sales value of wood products cut from County Forest Lands	\$185,498.88
Severance share of 20% of the total sales value as provided by s.28.11(9), Wis. Stats.	\$0.00

The above severance share is due by September 30, 2016 and payable to:

Wisconsin Department of Natural Resources
Attention: Bureau of Finance
PO Box 78816
Milwaukee, WI 53278-0816
Alternatively, payment may be made online at <http://dnr.wi.gov/epay/>

Sincerely,

Kathleen M. Mather
Forest Tax Account Specialist
Bureau of Forestry Business Services
Telephone: (608) 266-6982
Email: kathy.mather@wisconsin.gov

County Forest Administrator, County Forest Liaison



Wisconsin Department of Natural Resources
Timber Sales Covered by Severance Share Billing

Report: 54A_Detail
Run Date: 8/18/2016
Page: 16 of 45

Timber sales covered by this billing for county: **Douglas**

Invoice No:

Sale No.	Tract No	Sale Type	Sale Value
4153	018-13	FINAL	\$26,676.97
4260	021-15	FINAL	\$158,821.91
		Total:	\$185,498.88



WISCONSIN DEPARTMENT OF
ADMINISTRATION

SCOTT WALKER
GOVERNOR

SCOTT A. NEITZEL
SECRETARY

Division of Executive Budget and Finance
State Controller's Office
Post Office Box 7932
Madison, WI 53707-7932
Voice (608) 266-1694
Fax (608) 266-7734
www.doa.state.wi.us/debf/

August 22, 2016

SEPTEMBER 2016

2

Dear County Clerk:

Pursuant to the provisions of section 70.63 of the Wisconsin Statutes, I hereby certify the attached summary of the state taxes and special charges to be apportioned to the towns, cities, and villages within your county for the year 2016.

As stipulated in subchapter IV of chapter 74 of Wisconsin Statutes, payment of amounts due for these taxes and state special charges must be made to the State Controller's Office, P.O. Drawer 115, Milwaukee, Wisconsin 53293, on the settlement dates provided in said subchapter.

The Forestation State Tax is determined by the Department of Revenue, pursuant to section 70.58 of the Wisconsin Statutes. Any questions concerning the Property Valuation or the Forestation Rate, please contact Mary Gawryleski at the Department of Revenue at (608) 261-5275.

Any questions concerning the Special Charges for Charitable and Penal Purposes, please contact Zachary Miescke at the Department of Health Services at (608) 266-8159.

Any questions concerning the Special Charges for Fire Suppression, please contact Mark Hetzel at the Department of Natural Resources at (608) 266-5894.

Should you have any other questions, please contact Bill Newman at this office at (608) 266-2240.

Thank you for your cooperation and assistance.

Sincerely,

Jeffery Anderson, CPA
State Controller

JA:bn
Enclosure

DOUGLAS COUNTY
Prepared by State Controller's Office
Statement of Valuation of Taxable Property of the Counties of
The State of Wisconsin, Determined by the Department of Revenue
for 2016, and the Apportionment of Taxes and Special Charges
for 2016, Collection in 2017

Forestry Mill Tax Sec 70.58-2		
Property Valuation	\$3,370,328,800.00	
State Forestry Tax Rate	<u>0.000169706</u>	
		\$571,965.02
Special Charges Upon County For Charitable and Penal Purposes		
Cost of Proceedings - Charges	\$900.00	
Cost of Proceedings - Credits	<u>\$0.00</u>	
		\$900.00
Other Special Charges to County		\$0.00
		<hr/>
Total of All Taxes and Special Charges		<u><u>\$572,865.02</u></u>



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER
GOVERNOR
SCOTT A. NEITZEL
SECRETARY

Division of Energy, Housing and
Community Resources
P.O. Box 7970
Madison, WI 53707-7970

August 22, 2016

SEPTEMBER 2016
3

Mark Liebaert, Chairman
Douglas County
1313 Belknap Street
Superior, WI 54880

RE: Monitoring Visit, Douglas County, CDBG Contract H 12-13-01

Dear Mr. Liebaert:

This letter is a follow-up to the monitoring review of Grant Agreement # H 12-13-01 performed at the Northwest Regional Planning Commission on July 25-29, 2016. Sheldon Johnson and the NWRPC staff were very helpful and well prepared in providing information and documentation.

During the visit I reviewed the following:

- Grant File Documentation
- Disbursement Summary Register
- Grant Account Transactions Journal
- Working Account Transactions Journal
- Bank statement of both accounts (6/30/2016)
- Rehab Obligation Tracking Journal
- Grant payments & invoicing
- LMI Beneficiary Data
- Completed project site visits

Financial Review:

Financial management and reporting practices appear satisfactory. The program administrator provided Disbursement Summary Register (DSR) information on a customized form, and was advised to update and use the Division of Energy, Housing & Community Resources DSR format.

An evaluation of the program beneficiaries' data showed Douglas County is currently exceeding contractual obligations by spending 47 percent (\$1,293,245 of \$2,746,214) on very low- to low-income clients. According to Grant Agreement # H 12-13-01, the minimum obligation level is 30 percent.

Project Review:

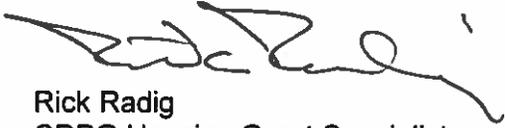
Two rehabilitation project files (projects #14-NW-89, rental unit and #15-NW-116, homeowner unit) were reviewed and the affected properties were visited.

Homeowners/tenants at each location expressed satisfaction in the program processes and the rehabilitation results.

August 23, 2016
Page 2 of 2

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Radig". The signature is fluid and cursive, with a long horizontal stroke at the end.

Rick Radig
CDBG Housing Grant Specialist
608.267.2726

cc: Sheldon Johnson, Executive Director
Northwest Regional Planning Commission