BAYFIELD COUNTY BOARD OF SUPERVISORS
Dennis M. Pocernich, Chair, Fred Strand, Vice-Chair
Steve Sandstrom, Mary Dougherty, Larry Fickbohm, Charly Ray,
Jeremy Oswald, Jeffrey Silbert, John Rautio, Marty Milanowski,
Madelaine Rekemeyer, James Crandall, Brett Rondeau

***AMENDED AGENDA***
AMENDED 03/27/2023

RE: March 28th Bayfield County Board of Supervisors’ Meeting

Dear Supervisors:

Please be advised that the monthly meeting of the Bayfield County Board of Supervisors will be held on Tuesday, March 28th, 2023 at 6:00 p.m. This meeting will be held in-person in the Bayfield County Board Room at 117 E 5th St Washburn, WI. Supervisors and the public will be able to participate in the meeting in-person or remotely via voice either by using the internet link or phone number below.

Microsoft Teams meeting
Join on your computer, mobile app or room device
Click here to join the meeting
Meeting ID: 293 895 808 511
Passcode: rH6jQA
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Or call in (audio only)
+1 715-318-2087,,465033784# United States, Eau Claire
Phone Conference ID: 465 033 784#
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Learn More | Meeting options

Please contact Bayfield County at 715-373-6181 or 715-373-6100. If you have access questions prior to the meeting. During the meeting if you have connection issues, please email mark.abeles-allison@bayfieldcounty.wi.gov.

Any person wishing to attend who, because of a disability, requires special accommodations, should contact the County Clerk’s office at 715-373-6100, at least 24 hours before the scheduled meeting time, so appropriate arrangements can be made.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment: Limited to 3 minutes per person, 15 minutes maximum.
5. Discussion and Possible Action, Minutes from February 28, 2023

6. Town of Cable School / Housing Project Presentation, David Popelka

7. Landmark Conservancy Presentation regarding Brownstone Trail, Erika Lang

8. Discussion and Possible Action, Bayfield County Resolution No. 2023-27; 2023 Work Zone Safety Awareness Week in Bayfield County

9. Discussion and Possible Action, Bayfield County Resolution No. 2023-28; Forestry and Parks Department 2022 and 2023 Budget Amendment – Delta Landfill Project

10. Discussion and Possible Action Regarding Budget Amendment for Carbon Offset Reserve, County and Forestry Plans

11. Discussion and Possible Action Regarding the Environmental Health Fee Schedule

12. Bayfield County Opioid Survey Update

13. Discussion and Possible Action Regarding Opioid Settlement Resolutions
   a. Resolution No. 2023-29; Wisconsin State-Local Government Memorandum of Understanding for the Allocation of Opioid Settlement Proceeds
   b. Resolution No. 2023-30; Addendum to Wisconsin Local Government Memorandum of Understanding
   c. Resolution No. 2023-34; Authorizing Bayfield County to Enter Into the Settlement Agreements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, Inc., Agree to the Terms of the Addendum to the MOU Allocating Settlement Proceeds, and Authorize Entry Into the MOU with the Attorney General

14. Confirmation of Board of Adjustment Appointments

15. Discussion and Possible Action, Bayfield County Resolution No. 2023-31; In Recognition and Appreciation of Dennis Rasmussen’s Years of Commitment and Service on the Board of Adjustment

16. Discussion and Possible Action, Bayfield County Resolution No. 2023-32; In Support of the Appointment and Confirmation of Sandra Dee Naas to the State of Wisconsin Natural Resources Board

17. Discussion and Possible Action Regarding Confirming the Appointment of Mary Dougherty to the Aging and Disability Resource Center of the North (ADRC-N) Governing Board

18. Discussion and Possible Action, Bayfield County Resolution No. 2023-33; 2022 Year End Budget Amendments – Multiple Departments

19. Reports
   a) Future County Board Meeting Dates:
      a. April 18, 2023 (statutory requirement)
      b. May 30, 2023
      c. June 27, 2023
b) Consolidated Dispatch Update

c) Opening being advertised: Health Board and Housing Authority

d) In the Board Room Programs: Past Event Materials - Wisconsin Counties Association (wicounties.org)

e) Broadband Construction Projects this year, Barksdale and Washburn serving 478 properties! Info sheets attached.

f) WCA Annual Meeting, Sept 17-19, Wisconsin Dells

20. Supervisors’ Reports

21. The Board may entertain a motion to move in and out of Closed Session pursuant to §19.85(1) (c) to consider the employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (e) to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session

   a) Minutes, October 25, 2022 and January 31, 2023 Closed Session

   b) Business Park Lands

22. Adjournment.

Sincerely,

LYNN M. DIVINE
Bayfield County Clerk
LMD/pat
March 28, 2023 Narrative.

Item 4. Public Comment: We anticipate some local government scholarship applicants at the meeting.

Item 6: David Popelka, Supervisor, Town of Cable will be sharing an update on the old school removal / housing project in downtown Cable. Supporting information supplied is in the packet on the school redevelopment project.

Item 7. Erika Lang with Landmark Conservancy will make a short presentation on the Brownstone Trail project south of the City of Bayfield. Landmark is working to address a major washout that has closed the trail. Landmark is working on a slope restoration project property ownership issue at the Maki Bus garage parcel on 13 just south of Bayfield. The project involves slope restoration.

Item 8: This resolution designates April 17 through 21 as Work Zone Safety Awareness week.

Item 9. The Delta Landfill project was approved for $600,000 with anticipated FEMA reimbursements of 87.5%. Total costs have are expected to exceed this by a total of $180,000 due to labor and material overruns. These additional costs are anticipated to be eligible for the 87.5% cost share. That together with Town of Delta contributions towards the project of $37,500 will help reduce the overall cost of the project to Bayfield County to approximate $60,000.

Item 10. Attached is the final draft of the Carbon Offset Reserve plan for both the County and Forestry. This document has received review by both the Executive and Forestry Committee over a period of several months. Public input and edits are incorporated. The county anticipates sales of carbon credits this spring and summer continuing on after that annually.

Item 11: At the last meeting we updated the environmental health ordinance, 23-03. In this ordinance we removed the fee schedule allowing for the Health Board and County Board to take direct action. We also, updated the fee schedule by ordinance which was incorrect. In addition, there was an error in one of the fee amounts for campgrounds 101-199. Today we will be requesting approval by regular action of the corrected fee scheduled. At the next meeting we will take action to dissolve the unneeded ordinance adopted.

Item 12. The Bayfield County Health, Human Services and UW Extension Offices have prepared a survey for Opioid feedback to help determine how to use settlement funds. A copy of the heading is shown below together with a link to the survey if you have not already taken it.

Item 13. Attached please find two opioid settlement resolutions for consideration. These are needed due to new settlements with additional pharmacy defendants. Previously the county adopted first round resolutions with other defendants. Participation in this statewide, all county effort will help combat the opioid epidemic by making financial resources available locally. The terms of this new settlement will be the same as those previously negotiated and agreed upon. With these approvals Bayfield County will be back on “litigation track” with new defendants and eligible for possible supplemental settlements. Two summary documents are attached in the packet as well.

Item 14: The following appointment confirmations are recommended:

BOA Appointments:

- Christina Eliason, Full Member, effective as full July 1, 2023, through June 30, 2025
- Paul Susienka, Alternate 2, effective March 28, 2023, Alternate 1 July 1, through June 30, 2025 replacing Dennis Rasmussen.
- Shari Eggleson, Reappointment through June 30, 2026
- Adrian Wydeven, Reappointment through June 30, 2026
- Marisa Lee Reappointment through June 30, 2026

Item 15. Dennis Rasmussen has served on the Board of Adjustment for over 23 years. This resolution recognizes Dennis and his service to Bayfield County.

Item 16. At the last meeting of the Board of Supervisors, Bayfield County resident Sandra Naas presented regarding the Wisconsin Natural Resources Board. This resolution, approved by the Executive Committee recommends confirmation of the appointment to the state legislature. We will share this with our state legislators, Representative Green, Senator Quinn and Governor Evers.

Item 17. Confirmation of appointment of Mary Dougherty to the Aging and Disability Resources Governing Board.

Item 18. The Executive Committee approved these year 2022 budget amendments. Most are the result of mid year wage adjustments and movement to 40 hour per week schedules.

Item 19 Reports:

a. The next meeting of the board is on the 3rd Tuesday of April. April 18.

b. Consolidated dispatch dialogues and meetings with Ashland County underway. A four hour initial meeting was held last week, the second, all day meeting is planned for Wednesday, March 29. We are on track to qualify for and submit grants for the May 1 deadline to the Department of Military Affairs.

c. Bayfield County has board openings on the Health Board and the Bayfield County Housing Authority.

d. WCA is offering “IN THE BOARD ROOM” educational programs. These are very informative sessions about open meetings, laws and practices. Past Event Materials - Wisconsin Counties Association (wicounties.org)
e. Norvado has informed the county that the two county funded projects in the Towns of Washburn and Barksdale are scheduled for this summer and fall. Bayfield County is contributing $260,000 in ARPA on these projects serving 478 properties.

f. Mark your calendar for the annual WCA meeting on September 17 and 19 at the Dells.
Minutes

Monthly Meeting of the Bayfield County Board of Supervisors
February 28, 2023
Meeting Held in the Bayfield County Board Room, Courthouse, Washburn, WI

Call to Order: The meeting of the Bayfield County Board of Supervisors was called to order at 6:00 p.m. by Bayfield County Board Chairman, Dennis M. Pocernich. A roll call was taken by County Clerk, Lynn Divine, as follows: Mary Dougherty-present; Larry Fickbohm-present; Charly Ray-present; Jeremy Oswald-present; Jeff Silbert-present; Fred Strand-present; John Rautio-present; Marty Milanowski-present; Madelaine Rekemeyer-absent; Jim Crandall-present; Brett Rondeau-present; Dennis Pocernich-present; Steve Sandstrom-present. Total: 12 present, 1 absent. A quorum was present to conduct business.

Others Present: County Administrator- Mark Abeles-Allison; County Clerk- Lynn M. Divine; Ashland Daily Press Reporter- Rick Olivo; Circuit Court Judge- John Anderson; Bayfield County/City of Washburn Housing Authority Commissioner- Jennifer Toribio Warren; Bayfield County/City of Washburn Housing Authority Board Chair-Karen Novachek; Bayfield County/City of Washburn Housing Authority Executive Director- Sandra Naas; Bayfield County Economic Development Corporation Executive Director- Cole Rabska; Health Director- Sara Wartman; Planning & Zoning Director- Ruth Hulstrom; and Clerk III- Paige Terry.

Pledge of Allegiance: The Pledge of Allegiance was recited by all in attendance. There was a moment of silence held for Bayfield County employee Val Dietrich, who passed away on February 19, 2023.

6:02 p.m. - Chairman Pocernich skipped ahead to item five on the agenda.

Approval of Minutes from January 31, 2023: Motion by Milanowski, seconded by Rautio, to approve the January 31, 2023, Minutes of the Monthly Bayfield County Board of Supervisors. Motion carried, 12-0, 1 absent.

Bayfield County Resolution No. 2023-20:

In Recognition and Appreciation of Rick Olivo, Ashland Daily Press, for Service to Bayfield County and Region

WHEREAS, Citizens and Local Governments depend upon our local news media to provide unbiased, balanced, thorough, investigative and thought provoking news reporting; and,

WHEREAS, the Ashland Daily Press has filled this role for decades; and,

WHEREAS, During his 31-year career as newspaper journalist Rick has highlighted issues of importance and interest across the region; and,

WHEREAS, Rick Olivo has showed a commitment to his community by diligently reporting stories that needed to be told, stories that were fun to read, and stories that reflected the issues of the day; and,
WHEREAS, Rick Olivo is a master writer, whose prose conveys the facts clearly and with a style that sparkles but never distracts; and,

WHEREAS, Rick Olivo is known for his vast wealth of knowledge earning him the nickname “Rickipedia;” and,

WHEREAS, Many of Rick’s favorite stories reflect on the triumph of the human spirit, stories that are enriching and highlight a love of humanity; and,

WHEREAS, While the newspaper industry continues to evolve, Rick Olivo has been a constant source of news and institutional knowledge for Bay Area Communities.

NOW, THEREFORE, BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 28th day of February 2023, recognizes Rick Olivo for his years of dedication and contributions to the Bay Area community; and,

BE IT FURTHER RESOLVED, that the Bayfield County Board of Supervisors wish Rick Olivo well in the years ahead in the Bay Area community.

John Anderson, Bayfield County Circuit Court Judge, thanked Rick for his dedication and service during his years at the Daily Press. Olivo shared one of his favorite memories during his career. That memory occurred in the Bayfield County Courtroom. Motion by Silbert, seconded by Ray, to adopt Resolution No. 2023-20 In Recognition and Appreciation of Rick Olivo, Ashland Daily Press, for Service to Bayfield County and the Region. Motion carried, 12-0, 1 absent.

6:11 p.m. – Chairman Pocernich returned to the public comment item on the agenda.

Public Comment: None.

Introduction of New Housing Authority Director and UW Extension Housing Development Educator Specialist: Jason Maloney, Bayfield County/City of Washburn Housing Authority Commissioner, introduced to the board, Jennifer Toribio-Warren, the new Executive Director of the housing authority. Abeles-Allison then introduced Kelly Westlund as the new UW Extension Housing Development Educator Specialist.

Presentation By Sandra Naas of the State of Wisconsin Natural Resources Board: Sandra Naas, candidate to be a member of the State of Wisconsin Natural Resources Board, introduced herself and gave a history of her family, career and the many interests she has with environmental issues. She feels honored to be nominated for this position and asks for the support of the board to obtain her confirmation.

6:28 p.m. – The board took a 15-minute recess.
6:46 p.m. – The board reconvened.

Bayfield County Resolution No. 2023-21:

A Resolution to the Wisconsin Economic Development Corporation in Support of a Community Development Investment (CDI) Grant for the American Birkebeiner

WHEREAS, the Wisconsin Economic Development Corporation (WEDC) accepts applications for a Community Development Investment Grant to assist with the funding of new construction and/or redevelopment of rural downtown districts; and,
WHEREAS, as part of the application process for a Community Development Investment Grant, the applicants seeking the grant must provide the WEDC with a signed resolution by the local government authorizing the submittal of an application; and,

WHEREAS, the American Birkebeiner Ski Foundation, has proposed a re-development destination named The Mount Telemark Village Base Camp in the Town of Cable located at 42225 Telemark Rd. Funds will be used for the creation of a 12,000 square foot community center, parking area and landscaping, at the epicenter of skiing, running, biking, hiking in Northern Wisconsin to provide a launch point to enjoy outdoor activities; and,

WHEREAS, the proposed reconstruction of the property will support the quality of life and economic health of the Town of Cable and Bayfield County as a whole; and,

WHEREAS, the County seeks to collaborate with the Town of Cable and to assist the American Birkebeiner and the Mt. Telemark Village in obtaining the Community Development Investment Grant as the Town and County cannot help facilitate the development of the property in any other way;

NOW THEREFORE BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 28th day of February 2023, does hereby authorize the submission of an application for a Community Development Investment Grant to the WEDC for the real property located at 42225 Telemark Rd and authority is granted to the proper County officials to take the necessary steps to prepare and file the appropriate application for funds under this program in accordance with this resolution and that the proper County officials are hereby authorized to sign all necessary documents on behalf of Bayfield County.

Ben Popp, American Birkebeiner representative, reviewed the Mount Telemark Village project with the board. The project is estimated to break ground in July, 2023, and be completed by February, 2024. Fickbohm asked if the high school ski league will continue to be allowed to meet at the property location after the project is completed. Popp indicated the league would be encouraged to continue and that a mountain bike league has also signed a contract to continue to meet at the site for the next five years. Motion by Sandstrom, seconded by Rondeau, to adopt Resolution No. 2023-21 A Resolution to the Wisconsin Economic Development Corporation in Support of a Community Development Investment (CDI) Grant for the American Birkebeiner. Motion carried, 12-0, 1 absent.

Bayfield County Economic Development Annual Report, Cole Rabska: Cole Rabska, Bayfield County Economic Development Corporation Executive Director, delivered the corporation’s annual report. The BCEDC worked with over 160 businesses and entrepreneurs to assist with grant applications, permitting and licensing, finance and funding opportunities, business development, educational opportunities, networking, and legal advice opportunities free of charge.

Rabska reported that he and Abeles-Allison met with a representative from Fleet Farm to encourage them to continue looking at property within Bayfield County. Fleet Farm is now in the middle of the permitting process for developing on a property located in the Town of Eileen.

The Main Street Bounceback Grant brought in $580,000 in funds to the area that were used to support local businesses and entrepreneurs.

The WEDC selected the Bayfield County Business Park as one of a few sites to participate in a Pilot Certified Site Selector Program that is intended to assist business/industrial parks in becoming state certified. Rabska continues to work through the site certification process.
Partnering with UW Extension, Bayfield County government, municipal governments and other local agencies, the BCEDC continues to work on the WHEDA Workforce Housing Development Pilot Program.

7:00 p.m. – Chairman Pocernich moved ahead to item 12 on the agenda.

Discussion and Possible Action, Consent Agenda:

Bayfield County Resolution No. 2023-22:

To Accept Wisconsin Lead-in-Water Testing and Remediation Initiative Grant

WHEREAS, the Bayfield County Health Department has received grant funding in the amount of $4,800.00 from the State of Wisconsin, Department of Health Services to test all water outlets at each enrolled child-care center and work with each facility on any follow-up testing or immediate actions to reduce lead in water hazard exposure at the center. The grant covers all sampling supplies and shipping costs. Grant start date is November 1, 2022. Total award to be expended by September 30, 2023; and,

WHEREAS, the 2023 Budget does not contain any projections to account for any revenue or expenditures for said grant; and,

WHEREAS, it is the desire of the Bayfield County Board of Health to accept and expend said grant in 2023;

NOW, THEREFORE, BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 28th day of February, 2023, hereby authorizes the use of Revenue Account Number 100-20-43550 and Expense Account Number 100-20-54102 for the Lead-in-Water Testing Grant; and,

BE IT FURTHER RESOLVED, that the Bayfield County Board of Supervisors hereby amends the 2023 budget by $4,800.00 for grant revenue/expenses:

Increase Revenue:

| Lead-In Water Testing/Remediation Grant | 100-20-43550 | by | $4,800 |

Increase Expenses:

| Full-Time | 100-20-54102-50121 | by | $1,964 |
| FICA/Medicare | 100-20-54102-50151 | by | $218 |
| Retirement | 100-20-54102-50152 | by | $194 |
| Health Insurance | 100-20-54102-50154 | by | $883 |
| Life Insurance | 100-20-54102-50155 | by | $1 |
| Contractual Services | 100-20-54102-50290 | by | $1,200 |
| Operating Supplies | 100-20-54102-50340 | by | $260 |
| Postage | 100-20-54102-50311 | by | $80 |

Total Expenses: $4,800

Bayfield County Resolution No. 2023-23:
To Accept TUFTS Telehealth Funding (THIS-WIC)

WHEREAS, the Bayfield County Health Department has received additional grant funding in the amount of $1,631.00 from the State of Wisconsin, Department of Health Services. This allows the WIC staff to continue to pilot an online nutrition education platform that will enhance virtual clinic visits. Grant start date is January 1, 2022. Total award to be expended by March 31, 2023; and,

WHEREAS, the 2023 Budget does not contain any projections to account for any revenue or expenditures for said grant; and,

WHEREAS, it is the desire of the Bayfield County Board of Health to accept and expend said grant in 2023;

NOW, THEREFORE, BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 28th day of February, 2023, hereby authorizes the use of Revenue Account Number 100-20-43550-024 and Expense Account Number 100-20-54128 for the THIS-WIC; and,

BE IT FURTHER RESOLVED, that the Bayfield County Board of Supervisors hereby amends the 2023 budget by $1,631.00 for grant revenue/expenses:

Increase Revenue:

| THIS-WIC Grant | 100-20-43550-024 | by | $1,631 |

Increase Expenses:

| Part-Time       | 100-20-54128-50122 | by | $1,425 |
| FICA/Medicare   | 100-20-54123-50151 | by | $ 109 |
| Retirement      | 100-20-54123-50152 | by | $  97 |

Total Expenses: $1,631

Bayfield County Resolution No. 2023-24:

2022 Health Department Budget Amendments

WHEREAS, amendments to the 2022 Health Department budget are necessary due to increases/decreases in federal and state grant funding; and,

WHEREAS, provided in s. 97.615 (2) (d), Stats. a local Health Department can establish and collect fees for licenses; and,

WHEREAS, Bayfield County collects fees for Transient Non-Community (TNC) Water System Inspection and Environmental Health Sanitarian Programs and these fees can be spent on these programs only; and,

WHEREAS, at the end of the fiscal year, if fees collected are more than expenses, the remaining monies go into the fund balance; and,

WHEREAS, in 2021, the fund balance for these two (2) programs is $58,468; and,

WHEREAS, in 2022, total expenses exceeded revenues by $22,535; and,
WHEREAS, this will not affect the amount of tax levy used;

NOW, THEREFORE, BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 28th day of February 2023, amends the 2022 budget by $22,535 and authorizes the increase/decrease of the following revenue and expense accounts for 2022:

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<td></td>
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Bayfield County Resolution No. 2023-25:

In Recognition and Appreciation of Ellen Braddock’s Years of Commitment and Service on the Board of Health

WHEREAS, Ellen “Ellie” Braddock has served Bayfield County on the Board of Health as a community representative since August 2014; and,

WHEREAS, Wisconsin State Statute 251.04 outlines powers and duties of a Board of Health; and,

WHEREAS, the role of a Board of Health member is to assure measures are taken to provide an environment in which individuals can be healthy; and,

WHEREAS, during Ellen’s eight years of service she provided guidance and support to the department while advocating for the provision of reasonable and necessary public health services on behalf of Bayfield County; and,

WHEREAS, we reflect on the numerous contributions that you have made during your tenure, including implementing new health initiatives such as the Hydrogeological Atlas Project, Reproductive Health – Family Planning Program, and Narcan Direct Program; responding to public health crises including the COVID-19 Global Pandemic; and serving as an advocate for persons living with mental health and substance use disorders; and,

WHEREAS, your contributions to public health and wellbeing will not soon be forgotten, and your legacy will live on in the positive impact you have had on the lives of so many;

NOW, THEREFORE, BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 28th day of February 2023, honors Ellen Braddock for her eight years of public service to Bayfield County and expresses gratitude for her unwavering dedication to community health and wellness, wishing her well in the years ahead.

Bayfield County Resolution No. 2023-26:

2022 YEAR END SQUAD CAR FUND BUDGET AMENDMENT-SHERIFF’S OFFICE
WHEREAS, the 2022 Sheriff’s Squad Car Fund expense budget is used for squad related expenses with revenues coming from insurance recoveries, sale of vehicles and depreciation (squad mileage charges); and,

WHEREAS, Repair and Maintenance service costs exceeded budgeted expenses; and,

WHEREAS, the Sheriff’s Squad Fund account has a sufficient balance to cover these expenses;

NOW, THEREFORE, BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 28th day of February, 2023, does hereby authorize the 2022 Sheriff’s Squad Car Fund budget to be amended to reflect the expenses from unexpected costs to:

Increase Revenue:

Apply Fund Balance 760-76-49301 by $29,000

Increase Expenses:

Increase Repair & Maintenance Expenses 760-76-52120-50350 by $3,368
Increase Fuel Expenses 760-76-52120-50351 by $25,632

Total Expenses: $29,000

Motion by Rondeau, seconded by Crandall, to adopt the consent agenda as presented. Motion carried, 12-0, 1 absent.

Bayfield County Amendatory Ordinance No. 2023-03:

An Ordinance Amending Title 9 – Chapter 2 of the Code of Ordinances, Bayfield County, Wisconsin

WHEREAS, Bayfield County Health is an agent of the Wisconsin Department of Safety and Professional Services (DSPS) and Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) programs; and,

WHEREAS, Chapter 66 Sections 66.0417, Chapter 93 Sections 93.06(14) and Chapter 97 of the Wisconsin State Statutes authorize Bayfield County Health Department as the designated agent for DATCP for the purpose of establishing annual fees; issuing permits; conducting routine sampling; inspecting or investigating food service establishments, retail food establishments, lodging, pools, campgrounds, recreational and/or educational camps, and food vending; and,

WHEREAS, Sections 463.10, 463.12, 463.16, and 463.18 of the Wisconsin Statutes authorize Bayfield County Health Department as the designated agent for the Department of Safety and Professional Services (DSPS) for the purpose of establishing permit fees; issuing permits, conducting routine inspections of tattooing and body art establishments and practitioners; enforcing State Law governing these establishments; and enactment of local regulations governing these establishments which may be stricter than State Law; and,

WHEREAS, Bayfield County Health Department is legally bound to abide with DSPS and DATCP program standards; and,
WHEREAS, we participate in an audit with the DATCP program every three years; and,

WHEREAS, we have received guidance from the DATCP agency to regularly review and revise our ordinance to align with our DATCP contract; and,

WHEREAS, the Title 9 – Chapter 2 “Lodging, Recreation Establishment, Food Protection, and Tattoo and Body Piercing Establishments” Ordinance and fee schedule has not been updated since Autumn 2017; and,

WHEREAS, the Bayfield County Health Department pays a certain percentage of all license fees back to the DSPS and DATCP programs as agency fees each year; and,

WHEREAS, that percentage of agency fees will be increasing over the next several years; and,

WHEREAS, the percentage of agency fees has been ten (10) percent for several years; and,

WHEREAS, that fee is expected to increase up to twenty (20) percent over the next several years; and,

WHEREAS, Bayfield County Health Department program costs have been increasing over the past several years, including travel, staff and other program costs; and,

WHEREAS, this ordinance has removed the Reference Document A – Environmental Health Fee Schedule so that future adjustments may be made as needed; and,

WHEREAS, any fee increases level with State fee increases will be approved by the Board of Health; and,

WHEREAS, any other fee adjustments will require Board of Health recommendation and County Board of Supervisors approval; and,

WHEREAS, the proposed changes will not go into effect until April 1, 2023, for the license year beginning on July 1, 2023;

NOW THEREFORE BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 28th day of February 2023, does hereby ordain as follows:

AN ORDINANCE AMENDING TITLE 9 – CHAPTER 2 AND TITLE 9 – REFERENCE DOCUMENT A OF THE CODE OF ORDINANCES, BAYFIELD COUNTY, WISCONSIN

Chapter 2: Food Protection, Lodging, Pools, Campgrounds, Recreational/Educational Camps, Tattoo and Body Piercing Establishments

Sec. 9-2-1: Authority and Purpose
This Chapter is adopted pursuant to the authority provided by Wisconsin Statutes Chapter 97 Food, Lodging and Recreation, to protect and improve public health. Sections 66.0417, Chapter 93.06(14), and Chapter 97 of the Wisconsin Statutes authorize Bayfield County Health Department to be designated as an Agent of the State Department of Agriculture, Trade, and Consumer Protection (DATCP) for the purpose of establishing annual fees; issuing permits; conduct routine sampling; inspecting or investigating food service establishments, retail food establishments, lodging, pools, campgrounds, recreational and/or educational camps, and food vending. Sections 463.10, 463.12, 463.16, and 463.18 of the Wisconsin Statutes authorize
Bayfield County Health Department as the designated agent for the Department of Safety and Professional Services (DSPS) for the purpose of establishing permit fees; issuing permits, conducting routine inspections of tattooing and body art establishments and practitioners; enforcing State Law governing these establishments; and enactment of local regulations governing these establishments which may be stricter than State Law.

**Sec. 9-2-2: Applicability**
The provisions of this Chapter shall apply to the owner, operator, or person in charge of any and all food service establishments, retail food establishments, hotels, motels, bed and breakfasts, tourist rooming houses, campgrounds, recreational camps, educational camps, public pools, food vending machines and food vending commissaries, tattooing establishments and practitioners, and body piercing establishments and practitioners in all areas of Bayfield County.

**Sec. 9-2-3: Definitions**
The following definitions shall be applicable in this Chapter:

(a) **Statutory Definitions.** In addition to those definitions set forth expressly hereinafter, all definitions set forth in Wisconsin Statutes, Section 66.0417, 463 and Chapter 97, ATCP 72, 73, 74, 75 and Appendix, 76, 78, 79, and SPS 221 Wisconsin Administrative Code, are incorporated herein by reference and they shall be construed, read, and interpreted as if set forth herein until amended and then shall apply as amended.

(b) **Annual Fee.** A fee for on-site visits to determine that establishments identified in this Chapter are compliant with the statutes and administrative codes that govern their operation.

(c) **Bed and Breakfast Establishment.** Means any place of lodging that provides 8 or fewer rooms for rent to no more than a total of 20 tourists or other transients for more than 10 nights in a 12-month period, is the owner's personal residence, is occupied by the owner at the time of rental, and in which the only meal served to guests is breakfast.

(d) **Body-piercing Establishment.** Means the premises where a body piercer performs body piercing.

(e) **Campground.** "Campground" means a parcel or tract of land owned by a person, the state or a local government, which is designed, maintained, intended or used for the purpose of providing camp sites offered with or without charge, for temporary overnight sleeping accommodations.

(f) **Priority Items.** A provision in ATCP 75 whose application contributes directly to the elimination, prevention or reduction to an acceptable level, hazards associated with foodborne illness or injury and there is no other provision that more directly controls the hazard, and is denoted in the Wisconsin Food Code with a superscript “P.”

(g) **Food Service Establishment.** Any building, room or place at which the predominant activity is the preparation, service, or sale of meals to transients or the general public, including all places used in connection with it and including any public or private school lunchroom for which food service is provided by contract. "Meals" does not include soft drinks, ice cream, milk, milk drinks, ices and confections. "Food Service Establishment" does not apply to:

1. Taverns that serve free lunches consisting of popcorn, cheese, crackers, pretzels, cold sausage, or peanuts, cured fish or bread and butter.
(2) Churches, religious, fraternal, youth, or patriotic organizations, service clubs and civic organizations which occasionally prepare, serve, or sell meals to transients or the general public.

(3) Any public or private school lunchroom for which food service is directly provided by the school or a private individual selling foods from a movable or temporary stand at public farm sales.

(4) Any bed and breakfast establishment that serves breakfast only to its lodgers.

(5) The serving of food or beverage through a license vending machine.

(6) Any college campus, as defined in s. 36.05 (6m), institution as defined in s. 36.51 (1) (b) or technical college that serves meals only to the students enrolled in the college campus, institution or school or to authorized elderly persons under s. 36.51 or 38.36

(7) A concession stand at a locally sponsored sporting event, such as a little league game.

(8) A potluck event.

(h) Health Department. The Bayfield County Health Department.

(i) Hotel/Motel. "Hotel" means a place where sleeping accommodations are offered for pay to transients, in 5 or more rooms, and all related rooms, buildings and areas. "Motel" means a hotel that furnishes on-premise on-premises parking for motor vehicles of guests as part of the room charge, without extra cost, and that is identified as a "motel" rather than a "hotel" at the request of the operator.

(j) Late Fee. Shall mean a fee for failure to pay established or assessed fees in a timely manner. This refers to any fee not postmarked by the end of the two-week grace period July 15th.

(k) Occasionally. Not more than three days during any 12-month period.

(l) Pool. Means a structure, basin, chamber, or tank, and appurtenant buildings and equipment, used for wading, swimming, diving, water recreation, or therapy. Types of pools include pools used for swimming, combination pools, diving pools, exercise pools, experiential pools, mobile pools, therapy pools, wading pools, whirlpools, and cold soak pools.

(m) Pre-inspection fees. A fee for plan review or change of ownership of an existing establishment offered within a six-month period from the date of permit application and prior to the issuance of a permit to persons intending to operate an establishment as defined in Section 9-2-1 of this Chapter.

(n) Recreational Educational Camp. Means a premises, including temporary and permanent structures, that is operated as an overnight living quarters where both food and lodging or facilities for food and lodging are provided for children or adults or both children and adults for a planned program of recreation or education, and that is offered free of charge or for payment of a fee by a person or by the state or a local unit of government. "Camp" does not include any of the following:

(1) An overnight planned program of recreation or education for adults or families at an establishment holding a current hotel or motel or restaurant permit.

(2) An overnight planned program of recreation or education for less than 4 consecutive nights and without permanent facilities for food and lodging.

(3) An overnight planned program for credit at an accredited academic institution of higher education.
(4) A tournament, competition, visitation, recruitment, campus conference or professional sports team training camp.

(o) **Re-inspection Fees.** A fee for any subsequent inspections necessary to achieve compliance with the statutes and administrative codes that govern operation of the establishment or practitioner. The re-inspection fees established are as set forth on a fee schedule, which is incorporated herein by reference as Reference Document A, Environmental Health License Fee Schedule.

(p) **Retail Food Establishment** means a permanent or mobile food processing facility where food processing is conducted primarily for direct retail sale to consumers at the facility, a mobile facility from which potentially hazardous food is sold to consumers at retail or a permanent facility from which food is sold to consumers at retail, whether or not that facility sells potentially hazardous food or is engaged in food processing. "Retail food establishment" includes a restaurant or temporary restaurant, but does not include an establishment holding a license under s.97.605, to the extent that the activities of the establishment are covered by that license.

(q) **Tattoo establishment** means the premises where a tattooist applies a tattoo to another person.

(r) **Temporary Permit Suspension.** The revocation of a permit for a time period set for no less than twenty-four hours and no greater than one week as determined by the Health Officer or his/her designee.

(s) **Temporary Restaurant or Temporary Retail Food Establishment** shall mean a restaurant or retail food establishment that operates at a fixed location in conjunction with a single event such as a fair, carnival, circus, public exhibition, anniversary sale, or occasional sales promotion. Mobile establishments of this type which conduct business in the jurisdiction of Bayfield County, that are licensed outside of the area of jurisdiction, will be inspected and charged an inspection fee.

(t) **Tourist Rooming House** means all lodging places and tourist cabins and cottages, other than hotels and motels, in which sleeping accommodations are offered for pay to tourists or transients. It does not include private boarding or rooming houses not accommodating tourists or transients, or bed and breakfast establishments regulated under Ch. ATCP 73.

**Sec. 9-2-4 License and Permit**

(a) No person shall operate a food service establishment, a retail food establishment, hotel, motel, bed and breakfast, tourist rooming house, campground, recreational or educational camp, public pool, tattooing establishment, or body piercing establishment without first obtaining a non-prorated permit from the Health Department. Permits shall be issued on an annual basis, commencing with July 1 and ending on the following June 30th. Each such permit shall expire on June 30th of each year following their issuance except that permits initially issued during the period beginning on April 1 and ending June 30th shall expire June 30th of the following year. The issuance of a permit may be conditioned upon the owner or operator correcting a violation of this Chapter within a specified time frame to be determined by the Health Department. If the condition is not met within the specified time, the permit shall be voided. With the exception of 9-2-4(a)(1) and 9-2-4(a)(2), the permit shall not be transferable to another location or operator.

(1) As to location, a temporary permit is required for special events for each separate event and may be subject to approval by the Health Department prior to operating at the new premises.
(2) No person shall operate a temporary or mobile retail food establishment without obtaining an inspection from the Health Department and paying the inspection fee with the exception of:

(a) A temporary retail food establishment that has obtained a permit from the Health Department to operate.

(b) No permit shall be granted to any person under this Chapter without a pre-inspection by the Health Department of the premises for which the permit is requested.

(c) No permit shall be issued or renewed until all application fees, inspection fees, re-inspection fees, late fees, violation penalty forfeitures, and citations for violations of this Chapter have been paid.

Sec. 9-2-5 Application
Applications for permits shall be made in writing to the Bayfield County Health Department on forms developed and provided by the Health Department stating the name and address of the proposed applicant and operator, and such other information as may be required. The Health Department shall either approve or deny the application within thirty (30) days after receipt of a complete application.

Sec. 9-2-6 Fees
Fees for the issuance of permits, the conducting of investigations, inspections, training and technical assistance to establishments covered pursuant to this Chapter are hereby established pursuant to this Chapter, subject to amendment, from time to time, upon the recommendation of the Bayfield County Board of Health and approval of the County Board of Supervisors. In addition, separate pre-inspection fees are hereby established with respect to new establishments or existing establishments that have been transferred to a new owner. The fees established are as set forth on a fee schedule, which is incorporated herein by reference in Reference Document A. The fees include any corresponding State fees, which shall be paid to the State by the County when collected. If any State fee is increased, the Board of Health may increase the corresponding fee under this Chapter Reference Document A by the same amount without County Board approval. Fee increases greater than the State fee increases are subject to recommendation from the Bayfield County Board of Health and approval of the County Board of Supervisors.

Sec. 9-2-7 Public Display of Permits and Food Manager Certifications
Every licensed establishment shall display at all times and in public view, the permit of the establishment and any Food Manager Certifications.

Sec. 9-2-8 Enforcement
(a) The provisions of this Chapter shall be administered by or under the direction of the Health Officer of the Health Department, who in person or by duly authorized representatives, shall have the right to enter, at reasonable hours, upon premises affected by this regulation to inspect the premises, secure samples or specimens, examine and copy relevant documents and records, or obtain photographic or other evidence needed to enforce this Chapter.

(b) The Health Officer and his/her designee(s) may issue citations for violations of this Chapter pursuant to the Bayfield County Citation Ordinance. In the event the position of
the Health Officer is vacant, personnel designated by the Board of Health may assume his/her authority under this Chapter.

(c) Permits issued by the Health Department pursuant to this Chapter may be temporarily suspended for a violation of any provisions hereof or the State Statutes or Administrative Code provisions adopted by reference herein, if the Health Department determines that an immediate danger to health exists.

(d) Continuing or flagrant violations of this Chapter shall also be subject to the following enforcement procedures:

1. If critical violations of this Chapter are not corrected at the time of inspection or if three or more critical violations are discovered during an inspection, or if the same critical violations are observed on two or more consecutive inspections, then a re-inspection shall be conducted.

2. If any repeat critical violations of this Chapter exist at the time of re-inspection, a re-inspection shall be conducted and the re-inspection fees established are as set forth on a fee schedule, which is incorporated herein as Reference Document A and shall be assessed on the legal licensee of the establishment.

(e) The following procedure shall be followed in the denial, suspension or revocation of any License issued under this article:

1. A decision by The Health Officer and his/her designee(s) to deny, suspend or revoke a License shall be in writing and shall state, with specificity, the reasons for the Health Officer's decision and shall state any and all applicable statutes, ordinances, rules, regulations or orders which may have been violated. The Health Officer and his/her designee(s) shall send to the Licensee copy of the written decision as required by this article. Said notice shall inform the Licensee or applicant of the right to have the decision reviewed and a summary of the procedure for such review required by this article.

2. A Licensee aggrieved by a decision of The Health Officer and his/her designee(s) to deny, suspend or revoke a License must send a written Request for Review and Reconsideration to the Health Officer within ten working days of receipt of the notice of The Health Officer and his/her designee(s) decision. The Request for Review and Reconsideration shall state the grounds upon which the Person or Licensee aggrieved contends that the decision should be reversed or modified.

3. Within ten working days of receipt of the Request for Review and Reconsideration the Health Officer and his/her designee(s) shall review its initial determination. The Health Officer may affirm, reverse or modify the initial determination. The Health Officer and his/her designee(s) shall mail or deliver to the Licensee or applicant a copy of The Health Officer and his/her designee(s) decision on review, and shall state the reasons for such decision. The decision shall advise the Licensee or applicant of the right to appeal the decision by filing a notice of appeal, the time within which appeal shall be taken and the office or person with whom notice of appeal shall be filed.

4. A Licensee or applicant who wishes to appeal a decision made by the Health Officer and his/her designee(s) on review must file a notice of appeal within ten days of receipt of the Health Officer's and his/her designee(s) decision on review. The notice of appeal shall be filed or mailed to the Health Officer and his/her designee(s). The Health Officer and his/her designee(s) shall immediately file said notice of appeal with the County Board of Health.
A Licensee or applicant shall be provided a hearing on appeal within 30 days of receipt of the notice of appeal. The Health Officer and his/her designee(s) shall serve the Licensee or applicant with notice of hearing by mail or personal service at least five days before the hearing.

The hearing shall be conducted before the County Board of Health and shall be conducted in accordance with the procedures outlined in Wis. Stats. § 68.11(2) and (3).

Within 15 days of the hearing, the County Board of Health shall mail or deliver to the Licensee or applicant the County Board of Health’s written determination stating the reasons for its decision.

Sec. 9-2-9 Regulations, Rules and Laws Adopted by Reference
The applicable laws, rules and regulations as set forth in Sections 66.0417, Chapter 93.06 (14), and Chapter 97 of the Wisconsin Statutes, and Chapters ATCP 72, 73, 75 and Appendix, 76, 78, 79, and SPS 221, AND SPS 390 of the Wisconsin Administrative Code are incorporated in this regulation by reference and they shall be construed, read, and interpreted, as fully set forth by reference and they shall be construed, read, and interpreted as fully set forth herein until amended and then shall apply as amended. The express provisions of this Chapter shall control where more restrictive.

Sec. 9-2-10 Violation-Penalties
Any person who violates or refuses to comply with any provisions of this Chapter shall be subject to a forfeiture of not less than One Hundred Dollars ($100) and not more than One Thousand Dollars ($1,000) for each offense. Each day a violation exists or continues may be considered a separate offense. Where appropriate, injunctive relief may be sought by the Health Department.

**REFERENCE DOCUMENT APPENDIX A**

<table>
<thead>
<tr>
<th>LICENSE FEE SCHEDULE</th>
<th>Pre-Inspection Fee</th>
<th>1st Reinspection Fee</th>
<th>2nd RI Fee</th>
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<tbody>
<tr>
<td>Restaurants</td>
<td>Annual Fee</td>
<td>Late Fee</td>
<td>Fee</td>
</tr>
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<td>Prepackaged</td>
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<td>$85.00</td>
<td>$770.00</td>
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*Permit fees reflect 10% state admit
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<tr>
<th>Service Type</th>
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<th>Late Fee</th>
<th>Preinspection Fee</th>
<th>1st Reinspection Fee</th>
<th>2nd Reinspection Fee</th>
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<tr>
<td>Mobile Restaurant - Prepackaged</td>
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<td>$130.00</td>
<td>$98.00</td>
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**LICENSE FEE SCHEDULE**

*Permit fees reflect 10% state admit fee

### Retail Food Service

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### Vending Machine Service

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<td>Stickers</td>
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### Lodging

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<th>1st Reinspection Fee</th>
<th>2nd Reinspection Fee</th>
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</thead>
<tbody>
<tr>
<td>TRH (1-4 units)</td>
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### RECREATIONAL FACILITIES

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<th>1st Reinspection Fee</th>
<th>2nd Reinspection Fee</th>
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<tr>
<td>Pools</td>
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### Lodging

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<thead>
<tr>
<th>Type</th>
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<th>Preinspection Fee</th>
<th>1st Reinspection Fee</th>
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<tbody>
<tr>
<td>TRH (1-4 units)</td>
<td>$121.00</td>
<td>$85.00</td>
<td>$300.00</td>
<td>$128.00</td>
<td>$170.00</td>
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</table>
Lodging (5-30 units) $225.50 $85.00 $480.00 $218.00 $290.00
Lodging (31-99 units) $308.00 $85.00 $665.00 $300.00 $400.00
Lodging (100-199 units) $390.50 $85.00 $795.00 $379.00 $505.00
Lodging (200+ units) $539.00 $85.00 $1,185.00 $525.00 $700.00
Bed and Breakfast $121.00 $85.00 $300.00 $128.00 $170.00

REFERENCE DOCUMENT APPENDIX A

LICENSE FEE SCHEDULE

Campgrounds

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<tr>
<th></th>
<th>Annual Fee</th>
<th>Late Fee</th>
<th>Preinspection Fee</th>
<th>1st Reinspection Fee</th>
<th>2nd RI Fee</th>
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<td>Special Event Campground (26-50 sites)</td>
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<tr>
<td>Special Event Campground (101-199 sites)</td>
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<tr>
<td>Special Event Campground (200+ sites)</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recreational/Educational camp</td>
<td>$555.50</td>
<td>$85.00</td>
<td>$1,200.00</td>
<td>$540.00</td>
<td>$720.00</td>
</tr>
</tbody>
</table>

Body Art Establishments

<table>
<thead>
<tr>
<th></th>
<th>Annual Fee</th>
<th>Late Fee</th>
<th>Preinspection Fee</th>
<th>1st Reinspection Fee</th>
<th>2nd RI Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tattoo Establishment</td>
<td>$148.50</td>
<td>$85.00</td>
<td>$280.50</td>
<td>$135.00</td>
<td>$180.00</td>
</tr>
<tr>
<td>Body Piercing Establishment</td>
<td>$148.50</td>
<td>$85.00</td>
<td>$280.50</td>
<td>$135.00</td>
<td>$180.00</td>
</tr>
<tr>
<td>Combined Body</td>
<td>$242.00</td>
<td>$85.00</td>
<td>$440.00</td>
<td>$221.00</td>
<td>$295.00</td>
</tr>
<tr>
<td>Art/Tattooing</td>
<td>$110.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temporary Tattoo Establishment</td>
<td>$110.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temporary Body Piercing Establishment</td>
<td>$110.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temporary Combined Body</td>
<td>$110.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Art/Tattooing</td>
<td>$110.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Wartman reviewed the purpose of the ordinance with the board and explained the proposition to separate the fee schedule from the ordinance title itself. Motion by Oswald, seconded by Ray, to adopt Amendatory Ordinance No. 2023-03 An Ordinance Amending Title 9 – Chapter 2 of the Code of Ordinances, Bayfield County, Wisconsin. Motion carried, 12-0, 1 absent.

Bayfield County Amendatory Ordinance No. 2023-04:
An Ordinance Amending Title 9 – Reference Document A (Fee Schedule) of the Code of Ordinances, Bayfield County, Wisconsin

WHEREAS, Bayfield County Health is an agent of the Wisconsin Department of Safety and Professional Services (DSPS) and Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) programs; and,

WHEREAS, Chapter 66 Sections 66.0417, Chapter 93 Sections 93.06(14) and Chapter 97 of the Wisconsin State Statutes authorize Bayfield County Health Department as the designated agent for DATCP for the purpose of establishing annual fees; issuing permits; conducting routine sampling; inspecting or investigating food service establishments, retail food establishments, lodging, pools, campgrounds, recreational and/or educational camps, and food vending; and,

WHEREAS, Sections 463.10, 463.12, 463.16, and 463.18 of the Wisconsin Statutes authorize Bayfield County Health Department as the designated agent for the Department of Safety and Professional Services (DSPS) for the purpose of establishing permit fees; issuing permits, conducting routine inspections of tattooing and body art establishments and practitioners; enforcing State Law governing these establishments; and enactment of local regulations governing these establishments which may be stricter than State Law; and,

WHEREAS, Bayfield County Health Department is legally bound to abide with DSPS and DATCP program standards; and,

WHEREAS, we participate in an audit with the DATCP program every three years; and,

WHEREAS, we have received guidance from the DATCP agency to regularly review and revise our ordinance to align with our DATCP contract; and,

WHEREAS, the Title 9 – Chapter 2 “Lodging, Recreation Establishment, Food Protection, and Tattoo and Body Piercing Establishments” Ordinance and fee schedule has not been updated since Autumn 2017; and,

WHEREAS, the Bayfield County Health Department pays a certain percentage of all license fees back to the DSPS and DATCP programs as agency fees each year; and,

WHEREAS, that percentage of agency fees will be increasing over the next several years; and,

WHEREAS, the percentage of agency fees has been ten (10) percent for several years; and,

WHEREAS, that fee is expected to increase up to twenty (20) percent over the next several years; and,

WHEREAS, Bayfield County Health Department program costs have been increasing over the past several years, including travel, staff and other program costs; and,

WHEREAS, this ordinance has removed the Reference Document A – Environmental Health Fee Schedule so that future adjustments may be made as needed; and,

WHEREAS, any fee increases level with State fee increases will be approved by the Board of Health; and,

WHEREAS, any other fee adjustments will require Board of Health recommendation and County Board of Supervisors approval; and,
WHEREAS, the proposed changes will not go into effect until April 1, 2023, for the license year beginning on July 1, 2023;

NOW THEREFORE BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 28th day of February 2023, does hereby ordain as follows:

**LICENSE TYPE** | **FEE**
---|---
**RETAIL FOODS – SERVING MEALS**
Pre-Packaged Restaurant | $125.00
Pre-Packaged Pre-Inspection | $125.00
Full-Service – Simple Restaurant* | $261.00
Full-Service – Simple Pre-Inspection | $330.00
Full-Service – Moderate Restaurant* | $374.00
Full-Service – Moderate Pre-Inspection | $484.00
Full-Service – Complex Restaurant* | $650.00
Full-Service – Complex Pre-Inspection | $650.00
Additional Food Prep Area | $100.00

**RETAIL FOODS – NOT SERVING MEALS**
License – Retail Food – Prepackaged
Does not engage in food processing and food sales of less than $25,000. | $60.00
Pre-Inspection – Retail Food – Prepackaged
Does not engage in food processing and food sales of less than $25,000. | $125.00
License – Retail Food – Food sales of less than $25,000 and is engaged in food processing (Simple I) OR no processing and food sales over $25,000
Formerly: Food sales of at least $25,000 and is engaged in food processing, but does not process potentially hazardous food | $125.00
Pre-Inspection – Retail Food – Food sales of less than $25,000 and is engaged in food processing (Simple I) OR no processing and food sales over $25,000
Formerly: Food sales of at least $25,000 and is engaged in food processing, but does not process potentially hazardous food | $125.00
License – Retail Food – Not serving meals (Simple II)
Formerly: Food sales of at least $25,000 and is engaged in food processing, but does not process potentially hazardous food | $261.00
Pre-Inspection – Retail Food – Not serving meals (Simple II)
Formerly: Food sales of at least $25,000 and is engaged in food processing, but does not process potentially hazardous food | $330.00
License – Retail Food – Not serving meals, Moderate
Formerly: Food sales of at least $25,000 but less than $1,000,000 and processes potentially hazardous food | $374.00
Pre-Inspection – Retail Food – Not serving meals, Moderate
Formerly: Food sales of at least $25,000 but less than $1,000,000 and processes potentially hazardous food | $484.00
<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>License – Retail Food – Not serving meals, Complex</td>
<td>$650.00</td>
</tr>
<tr>
<td>Formerly: Food sales of at least $1,000,000 and processes potentially hazardous food</td>
<td></td>
</tr>
<tr>
<td>Pre-Inspection – Retail Food – Not serving meals, Complex</td>
<td>$650.00</td>
</tr>
<tr>
<td>Formerly: Food sales of at least $1,000,000 and processes potentially hazardous food</td>
<td></td>
</tr>
</tbody>
</table>

**EXEMPT FROM LICENSING**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Kitchen – full food preparation – for 2 inspections per school year</td>
<td>$440.00</td>
</tr>
<tr>
<td>Satellite Kitchen (reheat) – for two inspections per school year</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

**TEMPORARY EVENT FOOD PERMIT**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual License</td>
<td>$200.00</td>
</tr>
<tr>
<td>Single Event License</td>
<td>$75.00</td>
</tr>
<tr>
<td>Inspection Fee Per Event</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

**MOBILE FOOD ESTABLISHMENTS**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepackaged</td>
<td>$125.00</td>
</tr>
<tr>
<td>Prepackaged Pre-Inspection</td>
<td>$125.00</td>
</tr>
<tr>
<td>Full-service – Simple*</td>
<td>$261.00</td>
</tr>
<tr>
<td>Full-service – Simple Pre-Inspection</td>
<td>$330.00</td>
</tr>
<tr>
<td>Full-service – Moderate*</td>
<td>$374.00</td>
</tr>
<tr>
<td>Full-service – Moderate Pre-Inspection</td>
<td>$484.00</td>
</tr>
<tr>
<td>Full-service - Complex*</td>
<td>$650.00</td>
</tr>
<tr>
<td>Full-service – Complex Pre-Inspection</td>
<td>$650.00</td>
</tr>
</tbody>
</table>

**MOBILE SERVICE BASE**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>License - Prepackaged</td>
<td>$125.00</td>
</tr>
<tr>
<td>Prepackaged Pre-Inspection</td>
<td>$125.00</td>
</tr>
<tr>
<td>License - Full-service – Simple*</td>
<td>$261.00</td>
</tr>
<tr>
<td>Full-service – Simple Pre-Inspection</td>
<td>$330.00</td>
</tr>
<tr>
<td>License - Full-service – Moderate*</td>
<td>$374.00</td>
</tr>
<tr>
<td>Full-service – Moderate Pre-Inspection</td>
<td>$484.00</td>
</tr>
<tr>
<td>License - Full-service - Complex*</td>
<td>$650.00</td>
</tr>
<tr>
<td>Full-service – Complex Pre-Inspection</td>
<td>$650.00</td>
</tr>
</tbody>
</table>

** Lodging**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tourist Rooming House (1-4 rooms)**</td>
<td>$155.00</td>
</tr>
<tr>
<td>Tourist Rooming House – Pre-Inspection</td>
<td>$300.00</td>
</tr>
<tr>
<td>Bed and Breakfast (8 or less rooms)**</td>
<td>$155.00</td>
</tr>
<tr>
<td>Bed &amp; Breakfast – Pre-Inspection</td>
<td>$300.00</td>
</tr>
<tr>
<td>Hotel/Motel (5-30 rooms)</td>
<td>$233.00</td>
</tr>
<tr>
<td>Hotel/Motel (5-30 rooms) – Pre-Inspection</td>
<td>$495.00</td>
</tr>
<tr>
<td>Hotel/Motel (31-99 rooms)</td>
<td>$320.00</td>
</tr>
<tr>
<td>Hotel/Motel (31-99 rooms) – Pre-Inspection</td>
<td>$685.00</td>
</tr>
<tr>
<td>Hotel/Motel (100-199 rooms)</td>
<td>$405.00</td>
</tr>
<tr>
<td>Service Description</td>
<td>Fee</td>
</tr>
<tr>
<td>------------------------------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Hotel/Motel (100-199 rooms) – Pre-Inspection</td>
<td>$820.00</td>
</tr>
<tr>
<td>Hotel/Motel (200+ rooms)</td>
<td>$555.00</td>
</tr>
<tr>
<td>Hotel/Motel (200+ rooms) – Pre-Inspection</td>
<td>$1,221.00</td>
</tr>
</tbody>
</table>

**SWIMMING POOLS & WATER ATTRACTIONS**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>License (per pool)</td>
<td>$225.00</td>
</tr>
<tr>
<td>Pre-Inspection (per pool)</td>
<td>$225.00</td>
</tr>
</tbody>
</table>

**RECREATIONAL & EDUCATIONAL CAMPS**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recreational Education Camps License</td>
<td>$560.00</td>
</tr>
<tr>
<td>Recreational Education Camps Pre-Inspection</td>
<td>$618.00</td>
</tr>
</tbody>
</table>

**CAMPGROUNDS**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Campground (1-10 sites)</td>
<td>$200.00</td>
</tr>
<tr>
<td>Campground (1-10 sites) – Pre-Inspection</td>
<td>$310.00</td>
</tr>
<tr>
<td>Campground (11-25 sites)</td>
<td>$240.00</td>
</tr>
<tr>
<td>Campground (11-25 sites) – Pre-Inspection</td>
<td>$392.00</td>
</tr>
<tr>
<td>Campground (26-50 sites)</td>
<td>$285.00</td>
</tr>
<tr>
<td>Campground (26-50 sites) – Pre-Inspection</td>
<td>$585.00</td>
</tr>
<tr>
<td>Campground (51-100 sites)</td>
<td>$345.00</td>
</tr>
<tr>
<td>Campground (51-100 sites) – Pre-Inspection</td>
<td>$721.00</td>
</tr>
<tr>
<td>Campground (100-199 sites)</td>
<td>$263.00</td>
</tr>
<tr>
<td>Campground (100-199 sites) – Pre-Inspection</td>
<td>$855.00</td>
</tr>
<tr>
<td>Campground (200+ sites)</td>
<td>$465.00</td>
</tr>
<tr>
<td>Campground (200+ sites) – Pre-Inspection</td>
<td>$995.00</td>
</tr>
</tbody>
</table>

Special Event Campground – Same as Above License Fees with No Pre-Inspection Fee

**TATTOO/BODY PERCING ESTABLISHMENT FEES**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tattoo Establishment – License</td>
<td>$160.00</td>
</tr>
<tr>
<td>Tattoo Establishment – Pre-Inspection</td>
<td>$260.00</td>
</tr>
<tr>
<td>Body Piercing Establishment – License</td>
<td>$160.00</td>
</tr>
<tr>
<td>Body Piercing Establishment – Pre-Inspection</td>
<td>$260.00</td>
</tr>
<tr>
<td>Tattoo/Body Piercing Establishment (Combined) – License</td>
<td>$250.00</td>
</tr>
<tr>
<td>Tattoo/Body Piercing Establishment (Combined) – Pre-Inspection</td>
<td>$410.00</td>
</tr>
<tr>
<td>Temporary Tattoo or Body Piercing Establishment Fees – Licence</td>
<td>$160.00</td>
</tr>
</tbody>
</table>

**OTHER ENVIRONMENTAL HEALTH FEES**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reinspection Fee</td>
<td>$150.00</td>
</tr>
<tr>
<td>Subsequent Reinspection Fee</td>
<td>$250.00</td>
</tr>
<tr>
<td>Operating Without A License Fee</td>
<td>$749.00</td>
</tr>
<tr>
<td>Rush Fee</td>
<td>$100.00</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td><strong>Agent Reimbursement Rate +</strong></td>
<td></td>
</tr>
</tbody>
</table>

10% as of July 1, 2022, 11% as of July 1, 2023; 12% as of July 1, 2024. This will increase about 1% each year for the next several years, not to exceed 20%. Agent reimbursement fees included in above EH fees.

*To be determined by the inspector at time of pre-inspection.

**This fee includes one free bacteriological water test and sampling provided by Bayfield County Health Department.

+License/Permit fees include any state administrative fees.

*Motion by Oswald, seconded by Dougherty, to adopt Amendatory Ordinance No. 2023-04 Amending Title 9 – Reference Document A (Fee Schedule) of the Code of Ordinances, Bayfield County, Wisconsin. Motion carried, 12-0, 1 absent.*

**Report of the Bayfield County Planning and Zoning Committee No. 2023-05:**

**REPORT OF THE BAYFIELD COUNTY PLANNING AND ZONING COMMITTEE**

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

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

**AN ORDINANCE AMENDING SECTIONS 13-1-21, 13-1-29, 13-1-41, 13-1-41A, 13-1-62 and 13-2-61, CODE OF ORDINANCES, BAYFIELD COUNTY, WISCONSIN.**
Section 1. Subsection (b)(5) [Validity] of Section 13-1-21 [General Land Use Requirements] of Article B [General Provisions] of Chapter 1 [Zoning Code] or Title 13 [Zoning of the Code of Ordinances], Bayfield County, Wisconsin is hereby amended to read as follows, with additions highlighted by the double underline feature (additions) and deletions highlighted by the strike out features (deletions):

(5) Validity. A land use permit shall expire twelve (12) twenty-four (24) months from its date of issuance if the authorized building activity, land alteration or use has not begun within such time.

Section 2. Subsection (e)(1) t., x., gg. & kk. [Fee Schedule] of Section 13-1-21 [General Land Use Requirements] of Article B [General Provisions] of Chapter 1 [Zoning Code] or Title 13 [Zoning of the Code of Ordinances], Bayfield County, Wisconsin is hereby amended to read as follows, with additions highlighted by the double underline feature (additions) and deletions highlighted by the strike out features (deletions):

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>t. Subdivision - Each Lot Created</td>
<td>$</td>
</tr>
<tr>
<td>Review of Subdivision Plat</td>
<td>$250.00</td>
</tr>
<tr>
<td>x. Special Use Applications (TBA for Ag-1 and E-1 Districts) (plus applicable land use fee)</td>
<td>$</td>
</tr>
<tr>
<td>Class A Special Use</td>
<td>$175.00</td>
</tr>
<tr>
<td>Class B Special Use</td>
<td>$250.00</td>
</tr>
<tr>
<td>gg. Permit Expiration</td>
<td></td>
</tr>
<tr>
<td>1. State Sanitary Permits expire two (2) years from the issuance date and</td>
<td></td>
</tr>
<tr>
<td>may be renewed per State policy.</td>
<td></td>
</tr>
<tr>
<td>2. All other permits expire one (1) year two (2) years from their issuance</td>
<td></td>
</tr>
<tr>
<td>date, unless otherwise noted.</td>
<td></td>
</tr>
<tr>
<td>kk. Shoreland (non-conforming, impervious surface, etc.)</td>
<td>$</td>
</tr>
<tr>
<td>1. Impervious Surface</td>
<td>$25.00</td>
</tr>
<tr>
<td>2. Non-conforming, etc.</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

Section 3. Subsection (b)(3) a. [Requirements] of Section 13-1-29 [Multiple Unit Developments] of Article B [General Provisions] of Chapter 1 [Zoning Code] of Title 13 [Zoning] of the Code of Ordinances, Bayfield County, Wisconsin is hereby amended to read as follows, with additions highlighted by the double underline feature (additions) and deletions highlighted by the strike out features (deletions):

a. In an unincorporated village overlay district the minimum open space requirement may be waived or reduced to 5,000 square feet per unit if adequate public open space is available elsewhere, off-site, within the district.
Section 4. Subsection (g)(1) [Termination] of Section 13-1-41 [Conditional Uses] of Article C [Nonconforming Uses and Structures; Special and Conditional Uses; Environmental Impact Analysis; Handicap-Disability Permits] of Chapter 1 [Zoning Code] or Title 13 [Zoning of the Code of Ordinances], Bayfield County, Wisconsin is hereby amended to read as follows, with additions highlighted by the double underline feature (additions) and deletions highlighted by the strike out features (deletions):

(g) **Termination.**

(1) A conditional use permit shall automatically terminate twenty-four (24) months from its date of issuance if the authorized building activity, land alteration or use has not begun within such time.

Section 5. Subsection (d)(1) [Termination] of Section 13-1-41A [Special Uses] of Article C [Nonconforming Uses and Structures; Special and Conditional Uses; Environmental Impact Analysis; Handicap-Disability Permits] of Chapter 1 [Zoning Code] or Title 13 [Zoning of the Code of Ordinances], Bayfield County, Wisconsin is hereby amended to read as follows, with additions highlighted by the double underline feature (additions) and deletions highlighted by the strike out features (deletions):

(d) **Termination.**

(1) A special use permit shall automatically terminate twenty-four (24) months from its date of issuance if the authorized building activity, land alteration or use has not begun within such time.

Section 6. Subsection (a) & (b) of Section 13-1-62 [Classification of Uses] of Article D [General Provisions of Chapter 1 [Zoning Code] or Title 13 [Zoning of the Code of Ordinances], Bayfield County, Wisconsin is hereby amended to read as follows, with additions highlighted by the double underline feature (additions) and deletions highlighted by the strike out features (deletions):

(a)

<table>
<thead>
<tr>
<th>PERMISSIBLE USES</th>
<th>R-4</th>
<th>R-3</th>
<th>R-2</th>
<th>R-RB</th>
<th>C</th>
<th>I</th>
<th>M</th>
<th>A-1</th>
<th>A-2</th>
<th>F-1</th>
<th>F-2</th>
<th>W</th>
<th>M-M</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dwelling, Single Family, Duplex*</td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Subject to 13-1-82(b) – see also 13-1-63</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>SB</td>
<td></td>
<td></td>
<td></td>
<td>S-A</td>
<td>F</td>
<td></td>
<td></td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Irrigation Facilities, Canals, Dams &amp; Reservoirs, etc.</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
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<td>C</td>
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<td>C</td>
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<td>C</td>
</tr>
</tbody>
</table>

(b)

A lot created by the subdivision of a parcel of land in an E-1 zoning district into three (3) or more lots of less than ten (10) acres each within a five (5) year period, regardless of any change(s) in ownership during such period, may not be improved with a single-family dwelling or duplex unless the subdivision has been approved as a Conservation Subdivision meeting the requirements of Section 13-1-29A or an Alternative Development meeting the requirements of Section 13-1-63(c).

Section 7. Subsection (a)(4) [Expiration] of Section 13-2-61 [Administrative Procedures] of Article G [Administration] of Chapter 2 [Zoning Code] or Title 13 [Zoning of the Code of Ordinances], Bayfield County, Wisconsin is hereby amended to read as follows, with additions highlighted by the double underline feature (additions) and deletions highlighted by the strike out features (deletions):

(4) **Expiration.** All permits issued under the authority of this ordinance shall expire four years after issuance, unless otherwise noted.
Ruth Hulstrom, Director of the Bayfield County Planning and Zoning Department, reviewed the amendment with the board. *Motion by Silbert, seconded by Rondeau, to receive and place on file Report No. 2023-05 Petition to Amend Sections 13-1-21, 13-1-29, 13-1-41, 13-1-41A, 13-1-62, and 13-2-61, Code of Ordinances, Bayfield County, Wisconsin. Motion carried, 12-0, 1 absent.*

Bayfield County Amendatory Ordinance No. 2023-05:

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

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

WHEREAS, Wisconsin Statutes §59.69(5)(e) authorizes the County Board to amend an ordinance; and

WHEREAS, Section 13-1-104 Code of Ordinances, Bayfield County, Wisconsin authorizes the County Board to make amendments to Title 13, Chapter 1 of the Code of Ordinances, Bayfield County, Wisconsin pursuant to Wisconsin Statutes §59.69; and

WHEREAS, it is deemed in the best interest of the County of Bayfield to amend Section 13-1-21(b)(5) pertaining to Land Use Permits, Section 13-1-41(g)(1) Code of Ordinances pertaining to Conditional Uses, Section 13-1-41A(d)(1) pertaining to Special Uses and Section 13-2-61 pertaining to Administrative Procedures related to Expiration of permits, all in Code of Ordinances, Bayfield County, Wisconsin, to extend the length of time a permit is valid from twelve (12) months to twenty-four (24) months from the date of issuance; and

WHEREAS, it is deemed in the best interest of the County of Bayfield to amend the fee schedule under Section 13-1-21(c)(1) t. x. gg. & kk. Code of Ordinances, Bayfield County, Wisconsin to clarify the fees related to review of subdivision plats and special use applications, note that permits expire two (2) years after issuance instead of one (1) based upon other changes contemporaneously made to the Code of Ordinances, and to create a lesser fee for review of shoreland impervious surface applications while retaining the existing fee for review of all other shoreland matters.

WHEREAS, it is deemed in the best interest of the County of Bayfield to amend requirements for multiple unit developments under Section 13-1-29(b)(3) to provide that minimum open space requirements for multiple unit developments in an unincorporated village overlay district may be waived or reduced in certain instances; and

WHEREAS, it is deemed in the best interest of the County of Bayfield to amend the list of permissible uses under Section 13-1-62(a) Code of Ordinances, Bayfield County, Wisconsin to make dwelling, single family, duplex permitted uses in A-1 and F-1 zones as opposed to requiring a special use class A permit and delete “etc.” from Irrigation, Facilities, Canals, Dams, & Reservoirs; and
WHEREAS it is deemed in the best interest of the County of Bayfield to delete Section 13-1-62(b) Code of Ordinances, Bayfield County, Wisconsin which disallowed construction of a single family dwelling or duplex on a lot created by the subdivision of a parcel of land in an F-1 zoning district into three (3) or more lots of 10 acres within a five year period without approval as a conservation subdivision; and

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

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

AN ORDINANCE AMENDING
SECTIONS 13-1-21, 13-1-29, 13-1-41, 13-1-41A, 13-1-62 and 13-2-61, CODE OF ORDINANCES, BAYFIELD COUNTY, WISCONSIN.

Section 1. Subsection (b)(5) [Validity] of Section 13-1-21 [General Land Use Requirements] of Article B [General Provisions] of Chapter 1 [Zoning Code] or Title 13 [Zoning of the Code of Ordinances], Bayfield County, Wisconsin is hereby amended to read as follows, with additions highlighted by the double underline feature (additions) and deletions highlighted by the strike out features (deletions):

(5) Validity. A land use permit shall expire twelve (12) twenty-four (24) months from its date of issuance if the authorized building activity, land alteration or use has not begun within such time.

Section 2. Subsection (e)(1) t., x., gg. & kk. [Fee Schedule] of Section 13-1-21 [General Land Use Requirements] of Article B [General Provisions] of Chapter 1 [Zoning Code] or Title 13 [Zoning of the Code of Ordinances], Bayfield County, Wisconsin is hereby amended to read as follows, with additions highlighted by the double underline feature (additions) and deletions highlighted by the strike out features (deletions):

<table>
<thead>
<tr>
<th>t.</th>
<th>Subdivision — Each Lot Created</th>
<th>Cost as per Additional Lot Division Review Land Records Dept.</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Review of Subdivision Plat</td>
<td>$ 250.00</td>
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</table>

<table>
<thead>
<tr>
<th>x.</th>
<th>Special Use Applications (TBA for Ag-1 and F-1 Districts) (plus applicable land use fee)</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Class A Special Use</td>
</tr>
<tr>
<td></td>
<td>Class B Special Use</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>gg.</th>
<th>Permit Expiration</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>State Sanitary Permits expire two (2) years from the issuance date and may be renewed per State policy.</td>
</tr>
<tr>
<td>2.</td>
<td>All other permits expire one (1) year two (2) years from their issuance date unless otherwise noted.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>kk.</th>
<th>Shoreland (non-conforming, impervious surface, etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Impervious Surface</td>
</tr>
<tr>
<td>2.</td>
<td>Non-conforming, etc</td>
</tr>
</tbody>
</table>
Section 3. Subsection (b)(3) a. [Requirements] of Section 13-1-29 [Multiple Unit Developments] of Article B [General Provisions] of Chapter 1 [Zoning Code] of Title 13 [Zoning] of the Code of Ordinances, Bayfield County, Wisconsin is hereby amended to read as follows, with additions highlighted by the double underline feature (additions) and deletions highlighted by the strike out feature (deletions):

a. In an unincorporated village overlay district the minimum open space requirement may be waived or reduced to 5,000 square feet per unit if adequate public open space is available elsewhere, off-site, within the district.

Section 4. Subsection (g)(1) [Termination] of Section 13-1-41 [Conditional Uses] of Article C [Nonconforming Uses and Structures; Special and Conditional Uses; Environmental Impact Analysis; Handicap-Disability Permits] of Chapter 1 [Zoning Code] or Title 13 [Zoning of the Code of Ordinances], Bayfield County, Wisconsin is hereby amended to read as follows, with additions highlighted by the double underline feature (additions) and deletions highlighted by the strike out feature (deletions):

(g) Termination.

(1) A conditional use permit shall automatically terminate 12-months twenty-four (24) months from its date of issuance if the authorized building activity, land alteration or use has not begun within such time.

Section 5. Subsection (d)(1) [Termination] of Section 13-1-41A [Special Uses] of Article C [Nonconforming Uses and Structures; Special and Conditional Uses; Environmental Impact Analysis; Handicap-Disability Permits] of Chapter 1 [Zoning Code] or Title 13 [Zoning of the Code of Ordinances], Bayfield County, Wisconsin is hereby amended to read as follows, with additions highlighted by the double underline feature (additions) and deletions highlighted by the strike out feature (deletions):

(d) Termination.

(1) A special use permit shall automatically terminate 12-months twenty-four (24) months from its date of issuance if the authorized building activity, land alteration or use has not begun within such time.

Section 6. Subsection (a) & (b) of Section 13-1-62 [Classification of Uses] of Article D [General Provisions of Chapter 1 [Zoning Code] or Title 13 [Zoning of the Code of Ordinances], Bayfield County, Wisconsin is hereby amended to read as follows, with additions highlighted by the double underline feature (additions) and deletions highlighted by the strike out feature (deletions):

(a)

<table>
<thead>
<tr>
<th>PERMISSIBLE USES</th>
<th>R-4</th>
<th>R-3</th>
<th>R-2</th>
<th>R-RB</th>
<th>C</th>
<th>I</th>
<th>M</th>
<th>A-1</th>
<th>A-2</th>
<th>F-1</th>
<th>F-2</th>
<th>W</th>
<th>M-M</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dwelling, Single Family, Duplex*</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>SB</td>
<td>S-A</td>
<td>P</td>
<td>S-A</td>
<td>P</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Irrigation Facilities, Canals, Dams &amp; Reservoirs, etc.</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
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<td>C</td>
<td>C</td>
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</tr>
</tbody>
</table>

(b)

A lot created by the subdivision of a parcel of land in an F-1 zoning district into three (3) or more lots of less than ten (10) acres each within a five (5) year period, regardless of any change(s) in ownership during such period, may not be improved with a single family dwelling or duplex unless the subdivision has been approved as a Conservation Subdivision meeting the requirements of Section 13-1-29A or an Alternative Development meeting the requirements of Section 13-1-63(e).
Section 7. Subsection (a)(4) [Expiration] of Section 13-2-61 [Administrative Procedures] of Article G [Administration] of Chapter 2 [Zoning Code] or Title 13 [Zoning of the Code of Ordinances], Bayfield County, Wisconsin is hereby amended to read as follows, with additions highlighted by the double underline feature (additions) and deletions highlighted by the strike out features (deletions):

(4) Expiration. All permits issued under the authority of this ordinance shall expire 4 years after issuance, unless otherwise noted.

Section 8. Except as specifically modified and amended by this ordinance, the Bayfield County Code of Ordinance shall remain in force and effect exactly as originally adopted and previously amended. All ordinances or parts of ordinances inconsistent with or in contravention of the provisions of this ordinance are hereby repealed.

Section 9. 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 10. EFFECTIVE DATE. This ordinance shall take effect and be in full force from and after its passage.

Motion by Strand, seconded by Rondeau, to adopt Amendatory Ordinance No. 2023-05 Petition to Amend Sections 13-1-21, 13-1-29, 13-1-41, 13-1-41A, 13-1-62 and 13-2-61, Code of Ordinances, Bayfield County, Wisconsin. Motion carried, 12-0, 1 absent.

Early Purchase County Highway Vehicle Order 2024: Abeles-Allison informed the board that delivery time for vehicles is approximately 18 months, so the highway department is anticipating extended delivery times by ordering vehicles in advance. Vehicles will only be ordered but not paid for until budget year 2024. Fickbohm asked if this also pertained to the Sheriff’s Office. Abeles-Allison verified that it would only pertain to the highway department. Motion by Crandall, seconded by Milanowski, to approve the early vehicle purchase for the Bayfield County Highway Department for 2024. Motion carried, 12-0, 1 absent.

Closed Session Attendance Policy at Board and Committee Meetings: Abeles-Allison reviewed the ordinance pertaining to closed session attendance for board and committee meetings. He explained that the board had suspended rules during the COVID-19 pandemic for the Public Health Emergency Declaration and the declaration provisions will expire May 1, 2023. The executive committee recommended returning to the governing rules for attending closed session, effective with the expiration of the Public Health Emergency Declaration. Motion by Rondeau, seconded by Milanowski, to return to the governing rules regarding closed session effective immediately. 12-0, 1 absent.

Broadband Equity, Access, and Deployment (BEAD) Local Planning Grant Application and Letter of Interest: Abeles-Allison explained that there are some broadband planning grants available through the state, and the Northwest Regional Planning Commission (NWRPC) is available to assist Bayfield County with applying for the BEAD grant. Motion by Sandstrom, seconded by Crandall, to approve the cooperation between Bayfield County and Northwest Regional Planning Commission to work on the Broadband Equity, Access, and Deployment Local Planning Grant. Motion carried, 12-0 1 absent.

7:31 p.m. – Chairman Pocernich returned to the State of the County Presentation

State of the County Presentation: Abeles-Allison reviewed the state of the county presentation. During 2022, Bayfield County reconstructed 9.4 miles of highway, utilized additional funding resources through the American Rescue Plan Act (ARPA) and CARES Act, and received multiple grants for
numerous projects. Financially, the county had a year-end cash balance of $27 million, a 3.8 mill rate, and a valuation increase of 13%.

Reports:

a) Future County Board Meeting Dates:
   a. March 28, 2023
   b. April 18, 2023 (statutory requirement)
   c. May 30, 2023


c) Elections Update: Divine delivered an update on the elections to the board and reported that turnout for the spring primary was higher than usual.

d) Artesian Well Update: Abeles-Allison reported that more meetings are planned and will have more to report in the months ahead.

e) Consolidated Dispatch Update: Abeles-Allison reported that the grant that was originally applied for was denied, but the county was given numerous stipulations for obtaining grant funding which included the completion of an implementation plan and having two full-time employees working 24/7 by May 1, 2023. Abeles-Allison stated that the county is unsure on how to proceed. Silbert asked how Ashland County felt about the consolidation. Abeles-Allison replied that Ashland County supports the project.

f) WCA Annual Conference – September 17-19, 2023

Supervisory Reports: Crandall reported that bids came in for paving County Highway N and the road will be paved from County Highway A to Drummond in the Summer of 2024. Bids came in as anticipated and the funds are in the budget.

Oswald reported that he attended Superior Days along with Abeles-Allison and Strand and the group made a lot of contacts at the event. Strand reported that one of legislative issues was Medicaid reimbursement rates for providers of mental health and nursing home Medicaid reimbursement rates for patients. Oswald encouraged board members to attend Superior Days next year.

Chairman Pocernich invited board members to attend a Coordinated Response Exercise at the Northland Pines Golf Course Event Center in Iron River on April 4, 2023. The exercise will be a 90-minute training on up-to-date safety protocols, damage prevention, information, and current contacts for pipelines.

Adjournment: There being no further business to come before the Bayfield County Board of Supervisors, Chairman Pocernich adjourned the meeting at 8:07 p.m.

Respectfully submitted,

LYNN M. DIVINE
Bayfield County Clerk

LMD/pat
Former Cable School Redevelopment Initiative
popelka.paul3@gmail.com
**Background:**

- Built in the early 1940s and operated as a school until the mid 1980s
- 2 different private parties attempted to utilize as a mixed retail center with limited success
- Boiler failed while the owner, George Wolski was deployed in Iraq and the building was minimally occupied after that.
- Wolskis had no success in funding renovations or finding a buyer for the property.
- After George’s passing the building deteriorated further with roof leaks and ultimately a partial cave-in.

**Town Involvement**

- When new board was elected in 2021, the old school was identified as an area of concern. The building is blighted - a health and safety hazard, devalues surrounding property and the downtown, and the property is detrimental to the social and economic health of our community.
- Several developers were asked to look at the building, none felt the building could be economically renovated.
- Preliminary estimates were requested from contractors on demolition. Total estimates were close to $450,000.
Grant opportunities were explored and a WEDC SAG grant was applied for. Worked with the county, former potential developers and state agencies to gather the data needed for the application. Research was done on cost savings possibilities. Largest identified was local disposal of debris. Worked with the DNR on a plan that would allow the majority of the debris to be hauled to the closed town dump. Town policy requires the source property be owned by the town to use this site. Negotiated with the owner to have the property donated to the town for demolition. Grant was approved in January. Elector approval in February and bids for removal approved by the Town Board. Project divided into 3 stages, first trash clean-out, then hazardous waste removal, finally demolition with debris sorted into 3 categories - recycling, contaminated and clean. Snow is holding up the project, but we are still expecting completion by July 1. During our planning process a potential developer came forward and after the recent County Zoning revision, their proposal was modified to a mixed use including small retail, vacation rental and market rate residential housing for seniors and workforce. The Town Board made the decision that it was more prudent to wait until the demolition project was complete and then issue a request for proposals covering the redevelopment of the site. We anticipate making a decision on final developer by fall 2023 and look forward to an exciting new project starting soon after.
Mark Abeles-Allison
Bayfield County Administrator
Bayfield County
117 E. 6th Street, PO Box 878
Washburn, WI 54891

Dear Mark,
As the Chairman for the Town of Bayfield, I am writing to express support for the Brownstone Trail restoration project being led by Landmark Conservancy. Through the years, we have worked closely with Landmark Conservancy on a variety of natural resource projects that are important to our community including projects along the Brownstone Trail.

As you know, our region is rich in outdoor recreation opportunities and trails are particularly popular among residents and tourists. The Brownstone Trail is one of the most popular trails in the area, known for its flat terrain, connection to the City of Bayfield, a main artery of the Bayfield Area Trails network, and its proximity to Lake Superior. Since the trail opened for public access in 1996, the Town has supported Landmark as it has worked with volunteers and landowners to care for the trail. In the last few years, caring for the trail has become more important than ever following a landslide and closure of one section. Since that time, Landmark has been working with the community to find a solution.

Landmark Conservancy recently purchased a property adjacent to the trail so the landslide area and trail can be restored. The Town is very supportive of the restoration of the trail and is also excited to see the commercial upslope property be transformed into a community park. As much of the land along Lake Superior in the Bayfield area is privately owned, this park will provide a public place along Lake Superior’s shore for people to gather outside and connect to the trail network. There will be economic benefits too as people who recreate often visit local businesses. The Town also supports long-term ownership of the property by Bayfield County as we believe the county has resources and capacity beyond what the Town could provide. The Town would be willing to discuss the possibility of playing a supportive role to the county if needed such as helping to snowplow, maintain/mow the grounds if needed, and occasional grading of the parking area.

In summary, we ask for Bayfield County to continue its support of restoring the Brownstone Trail and to place the future community park in county ownership as Landmark Conservancy looks to transfer its ownership of the property.
Thank you for your consideration,

Sincerely,

[Signature]

Thomas J. Gordon- Chairman
Resolution
No. 2023-27

2023 Work Zone Safety Awareness Week in Bayfield County

WHEREAS, In 1999, the Federal Highway Administration partnered with the American Association of State Highway Officials and more recently the American Traffic Safety Services Association to create the National Work Zone Safety Awareness campaign which is held annually in April prior to the construction season in much of the nation; and,

WHEREAS, The Wisconsin County Highway Association is asking all seventy-two counties in the state to unite and kick-off “Work Zone Safety Awareness Week” with a resolution and campaign to raise awareness for its workers, the travelling public, public safety workers, and those of various highway contractors performing work for the counties; and,

WHEREAS, Between 2017 and 2022, there were 70 fatalities recorded as a result of more than 14,473 work zone crashes and injuring more than 5,449 people in Wisconsin; and,

WHEREAS, Construction and maintenance activities on our streets and highways periodically require that work zones be established; and,

WHEREAS, there has been over 1,805 work zone crashes in Wisconsin in each of the last five years; and,

WHEREAS, In 2020, Wisconsin suffered from nearly 2,186 crashes in road construction and maintenance zones, resulting in over 859 injuries and 13 fatalities; and,

WHEREAS, Through their enforcement activities and other participation, the Bayfield County Sheriff’s Office, Wisconsin State Patrol, and Bayfield County Highway Department will work to make Work Zone Safety Awareness Week a success; and,

WHEREAS, The Federal Highway Administration has designated April 17 through April 21, 2023 as National Work Zone Safety Awareness Week with this year’s theme “You play a role in work zone safety. Work with us”, which emphasized the importance of motorists driving safely to ensure that we all work together to save lives in work zones;

NOW THEREFORE BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 28th day of March 2023, does hereby declare the week of April 17 through April 21, 2023 be designated as Work Zone Safety Awareness Week in Bayfield County.

By Action of the:
Bayfield County Board of Supervisors

Dennis M. Pocernich, Chair
STATE OF WISCONSIN )
COUNTY OF BAYFIELD )

I, Lynn M. Divine, Bayfield County Clerk, hereby certify that the foregoing is a true and correct copy of Resolution No. 2023-27, Volume 29, adopted by the Bayfield County Board of Supervisors at their meeting held on the 28th day of March 2023.

Lynn M. Divine, Bayfield County Clerk
Resolution No. 2023-28

Forestry and Parks Department
2022 and 2023 Budget Amendment – Delta Landfill Project

WHEREAS, the Delta Landfill/White River Drainage repair project was approved with a 2022 capital expense budget of $600,000; and,

WHEREAS, plans for repair and the associated estimated budget were produced in early CY 2021; and,

WHEREAS, as per the terms of the FEMA grant awarded to this project, total reimbursement is expected to be 87.5% of the total eligible costs associated with the repair; and,

WHEREAS, most of the repair work was completed by the Bayfield County Highway Department in CY 2022; and,

WHEREAS, as per the end of CY 2022, the total actual costs associated with this project are $763,157.89, which includes all procured materials and labor; and,

WHEREAS, the increase in expenses were primarily attributed to significant increases in material and labor costs since the estimated budget was produced; and,

WHEREAS, a minor amount of repair work will be completed in late spring/early summer 2023; and,

WHEREAS, the remaining minor repair work is estimated to be roughly $17,000 and will be completed by the Bayfield County Highway Department in 2023; and,

WHEREAS, the Town of Delta has committed to contributing a total of $37,500 towards the County share of total expenses, by paying the County $12,500 in 2021 and 2022, and committing another $12,500 in 2023, which will reduce the total out of pocket costs to the County; and,

WHEREAS, when the repair work is completed, a reimbursement request will be made to FEMA based on the total final actual costs of repair; and,

WHEREAS, reimbursement from FEMA is expected in late CY 2023 or 2024;

NOW THEREFORE BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 28th day of March 2023, approves the following amendment to the 2022 and 2023 Forestry and Parks Department budget:

<table>
<thead>
<tr>
<th>2022 Budget Amendment</th>
<th>2023 Budget Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Increase 430-34-57100-50290</td>
<td>$163,158</td>
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<tr>
<td>Increase 430-70-49201</td>
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<td>Increase 100-00-59430-50820</td>
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<tr>
<td>Increase 430-34-43280</td>
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By Action of the:

Bayfield County Board of Supervisors

Dennis M. Pocernich, Chair

STATE OF WISCONSIN )
COUNTY OF BAYFIELD ) ss.

I, Lynn M. Divine, Bayfield County Clerk, hereby certify that the foregoing is a true and correct copy of Resolution No. 2023-28, Volume 29, adopted by the Bayfield County Board of Supervisors at their meeting held on the 28th day of March 2023.

Lynn M. Divine, Bayfield County Clerk
BAYFIELD COUNTY, WISCONSIN

Carbon Offset Reserve Fund (COR)

Allocation and Implementation Plan

Introduction:

On April 1, 2021, Bayfield County registered nearly 160,000 acres (roughly 90%) of the Bayfield County Forest (Forest) for participation in the voluntary carbon offset (credit) market under the American Carbon Registry (ACR) Improved Forest Management (IFM) program. As part of this program landowners must maintain a certificate from an independent, third-party forest certification system and commit to reporting and verifying carbon stocks for a period of 40 years, among other requirements.

Carbon Sequestration and Offsets:

As forests grow, they capture or sequester carbon dioxide. Sequestration refers to the capture and storage of carbon dioxide by trees and shrubs through natural processes, such as photosynthesis. Trees absorb (sequester) carbon dioxide from the atmosphere and store it within their growing biomass (trunk, branches, leaves and root systems). The amount of carbon sequestered, as well as the number of carbon offsets produced, will vary.

A forest’s ability to absorb carbon is important as 45% of the carbon dioxide emitted by humans remains in the atmosphere, which is a significant factor contributing to global warming.

As part of the Bayfield County Forest carbon project, offsets will be produced annually and sold in the voluntary carbon market. These carbon markets have specific accounting, eligibility and verification requirements.

Once sold, an offset is commonly referred to as a credit. One forest carbon credit is a metric ton of carbon dioxide equivalent (CO2e), that may be purchased by greenhouse gas emitters to compensate for their own emissions occurring elsewhere. A carbon offset is calculated, by totaling the amount of carbon sequestered in a project, less removals (e.g. timber harvesting and mortality) and measured against a modeled baseline standard.

Carbon offsets are regulated, verified, and administered by carbon registries/standards. Each standard prescribes the rules landowners and project developers must follow to generate carbon offsets. The standards also specify monitoring, reporting, and verification requirements ensuring that each carbon offset represents a real ton of avoided, reduced, or removed emissions.

Potential revenue generated from the annual sale of carbon offsets will be re-invested in a variety of county projects. Reinvesting in outdoor, forest or “green” based projects, especially those that strive to improve or enhance climate resiliency reinforces the intent of this initiative by increasing offsets generated, although not measured through this program. These efforts will resonate with voluntary carbon market buyers; improve the overall project strength, competitiveness and long-term viability, in addition to supporting prices paid for Bayfield County Carbon Offsets.

County and Forest Carbon Offset Reserve (CCOR) Outlines:
This document proposes the creation of a Carbon Offset Reserve Fund (COR). The COR would establish an expenditure reserve for county-wide and forestry projects and consist of two different categories: the County Carbon Offset Reserve (CCOR) and Forest Carbon Offset Reserve (FCOR). CCOR initiatives will have a county-wide reach, while FCOR projects will focus on natural resource management and recreation.

Revenue from the sale of carbon offsets is expected annually, starting in 2023. Over a three-year period (2023-2025) a distribution formula of roughly 60% CCOR and 40% FCOR is proposed. Until a long-term trend can be established Bayfield County should focus funding on one-time projects or projects with well defined objectives. If used for operating expenses, it is recommended that funding allocations be provided every other year for projects to ensure that diverse funding streams are available in the event COR funds become unavailable. Annual funding will be considered for multiple year projects when funds are committed and dedicated up front.

In anticipation of potential carbon funds, Bayfield County has begun a list of potential projects. Bayfield County also anticipates local government, non-profit and business interest.

**County Carbon Offset Reserve Mission:**

The CCOR Mission is to direct carbon offset funds to support projects that address priority criteria established by the Bayfield County Board. These criteria may change annually.

**CCOR Project Criteria and Goals:**

Bayfield County has multiple potential projects and programs. A tool to evaluate the requests will help direct funds based on county priorities. Project proposals will be accepted from Bayfield County, local units of government, non-profits, and private citizens/businesses. A formal application form will be available for project submittals.

- A minimum of 10% of funds will be designated to other units of government including utility districts in Bayfield County.
- A minimum of 10% of funds will be designated to non-profits, private businesses and residents serving Bayfield County.
- A minimum of 50% of all funds will be designated towards efforts that reduce or sequester carbon emissions.
- A minimum of 10% of all annual CCOR funds will be “undesignated” and available for urgent county initiatives that may arise. These funds will be deducted from the total.
- Up to 3% of funds shall be reserved for project administration expenses. These funds will be deducted from the total.
- Funds may be held in reserve for future proposals or multi-year efforts at the discretion of the Bayfield County Board.
- At the outset of CCOR project solicitations, the county may also allocate a fixed amount to specific categories.

The following 100-point criteria will be the ranking criteria for the 2023 and 2024 budgets unless modified by the County Board. Criteria and scoring will be considered and formerly adopted by the County Board by May 1 of each year, 90 days before submittals are required on August 1. Point allocations are maximums per category. Lower point allocations may also be allocated, for instance, a 10-point category may be allocated 8 points.
1. Carbon Reduction/Sequestration: Efforts and projects could include agricultural projects that increase carbon sequestration. Could also include a multitude of energy projects.

2. Applicant: County refers to Bayfield County projects or programs. Local units of government refer to Towns, Cities, Village, Tribe and Schools in Bayfield County.

3. Protect Water: Projects that directly protects or improves ground or surface water resources. Examples could include assistance to municipal/utility districts, agricultural practices, wellhead protection zones, etc.

4. Housing: Projects that support, further the development of affordable, workforce and senior housing across the county.


6. Economic Development: Business efforts in Bayfield County that benefit the county through the creation of lasting employment opportunities.

7. Match: Matching support in addition to CCOR funding is required. A minimum of 10% funding is required. 50% match would receive 10 points.

8. Cost Reduction: Projects that reduce or control costs in the years ahead. More efficient HVAC equipment, building design that reduces energy needs, EV Chargers that allow for less expensive fueling, program funding that result in less expensive outcomes, etc.

9. Sustainability: Projects with funding sources in place and committed to maintaining this effort after completion in the years ahead.

CCOR projects and goals will be reviewed and evaluated periodically. The criteria and goals may be modified based upon the results of funded projects and/or new opportunities.

Specific topics areas raised already:

1. Applicants:
   a. County:
      i. Highway Garage upgrades
      ii. Sheriff storage building upgrade
      iii. Courthouse boiler replacement
      iv. Other Courthouse Energy projects, ie: geothermal, solar, EV Charging, Battery, etc.
   b. Local Government:
      i. EMS Facilities
ii. Public utilities, system improvements and expansion

c. Non-Profits:
   i. Infrastructure
   ii. Program
   iii. Operating expenses

d. Private Business / residents:
   i. Agroforestry
   ii. Projects that implement EQIP Agroforestry Practice Standards
   iii. Efforts that help create employment.

2. Workforce Housing Initiatives: Efforts that create and encourage senior, veteran, workforce and affordable housing including housing summits, awareness campaigns, innovative financing opportunities in addition to direct funding for specific projects, including zoning code updates impacting housing.

3. Municipal building backup power ensuring local government and school operations during power outages, allowing resident use during outages.

**Spending Guidelines:**

**Project Size, Planning and Application Process:**

- Minimum CCOR Allocations will be:
  - County and Local Government/Public Utility: $50,000
  - Business: $10,000
  - Non-profit: $5,000

Expenditures will be authorized through the annual Bayfield County budget approval process with CCOR project submittals due August 1 annually. Upon approval, a separate project contract form will be required with project requirements and criteria for non-county projects. The first year of CCOR project funding will be 2024 based on funding availability. The County will accept proposals for 2024 until August 1, 2023 or at a date specified by the county if funding is not available on May 1. Advertisements will be made when fund availability is confirmed, and amounts specified by the Bayfield County Executive Committee.

**Forest Carbon Offset Reserve (FCOR):**

The FCOR will focus on issues impacting the sustainable management of the Forest, including climate change and associated influences, as well as recreational opportunities.

A core tenet of the FCOR will be to: protect, sustain and enhance the natural resources of the Forest, for generations to come, as well as foster and facilitate outdoor recreation within Bayfield County.

The FCOR would provide the Bayfield County Forestry and Parks Department (Department) with a stable and secure financial foundation, built with “green” based proceeds derived from the sustainable management of the Forest, through the sale of carbon offsets.

The FCOR will provide a framework for the Department to make important natural resource investments that will address key current and future Forest program needs and priorities. Equally important, a fundamental goal of all COR initiatives will be to leverage other funding sources to further extend the impact of investments.
Seeding the FCOR is proposed using proceeds from the first three (3) carbon offset payments. A minor portion of all subsequent carbon offset payments could be used to maintain FCOR programs and initiatives.

Below is a summary of programs that would be established within the FCOR and the seeding targets for each.

A. SECTION 1: Executive Summary
1. Program Categories. Three primary program categories would be created within the FCOR.
   a. Recreation.
   b. Land Acquisition.
   c. Forest Management.
2. Targeted Funding Amounts. Total targeted (seeding) allocations.
   a. Recreation: $1.75 million.
   b. Land Acquisition: $3.0 million.
   c. Forest Management: $1.25 million.
3. Program Categories – Brief Descriptions.
   a. Recreation: ($1.75 million). Foster the improvement, development and growth of dispersed outdoor recreation in Bayfield County.
      i. Recreation Grant. Establish a significant long-term annual grant, with the goal of facilitating a variety of new and existing recreational opportunities throughout Bayfield County. Of the total funding target dedicated to the Recreation Program, $1.25 million would be allocated for the Rec Grant.
      ii. County Recreation Projects. Fund existing and new recreational opportunities on lands managed by the Department. Of the total funding target dedicated to the Recreation Program, $500,000 is proposed for County Recreation Projects.
   b. Land Acquisition: ($3.0 million). Target forested properties with high natural resource or conservation value optimizing public benefit and promoting climate resiliency. Also consider parcels that will produce increased recreational value, even if not suitable for entry in County Forest Law.
      i. County Projects. 85%+ of available funds will be targeted towards county land acquisition projects
      ii. Other Conservation Projects. Consider investing up to 15% of available funds towards acquisition, conservation easement or similar projects, where land is permanently protected by another unit of government or non-profit and available for public use.
   c. Forest Management: ($1.25 million). Identify and prepare for current issues and future priorities that are expected to impact the long-term sustainable management of the Forest, with an emphasis on enhancing, improving or promoting sustainability, ecological diversity, climate resiliency, including enhanced carbon sequestration and storage rates, and/or hazard mitigation.

B. SECTION 2: Detailed Summary
1. FCOR Seed 1: First Payment. Revenue from the first carbon offset payment will be distributed as follows:
The first carbon offset payment is expected to arrive in Q2 2023. This would involve the first payment, originating from credits generated from the inaugural reporting period (April 2021-March 2022).

Total carbon revenues received in 2023 will first be used to address any anticipated shortfalls in the Department’s operating budget and addressed as per the standard budget development and/or amendment process. The payment(s) received in 2024, and every year thereafter, will treated in the same manner.

The remaining amount of the first carbon credit payment, less funds needed to address operating budget shortages, will then be released to the FCOR, as per below. A similar budget adjustment calculation and distribution will occur annually from this year forth.

After operating budget adjustments have been addressed, 40% of the first carbon offset payment or up to $3.0 million, whichever is lesser, will be transferred to the FCOR. The FCOR will consist of three primary categories: Recreation; Land Acquisition; and Forest Management.

This initial transfer of revenue will establish a foundation for the development of various forest management, recreation and land acquisition related projects. Non-lapsing revenue and associated expense accounts will be created.

The first distributions to the FCOR will prioritize Recreation. The Forest Management and Land Acquisition programs are equally important, but will be secondary in funding priority. The proceeds from the first two carbon payments will be assigned as follows:

a. Recreation. The initial total targeted funding amount for the Recreation program is $1.75 million. The general framework will include:
   a. Establish a long-term outdoor recreation grant.
      1. A minimum of $1.25 million will be used to form this grant. This will be achieved by assigning all funds directed to the FCOR to this project until the minimum threshold has been met. Meeting this financial threshold will be considered the highest priority for Seed 1 carbon funds.
      2. The initial goal will be to develop, promote and implement a long-term outdoor recreation grant, available to local units of government, chambers of commerce, school districts, 501c non-profits and similar entities, for projects that occur within Bayfield County only and that are open to public use. Roughly 20% of the total available funds assigned to this grant will be available every year for the first five years (CY 2023-2027). In this example, roughly $250k would be available annually over the five-year period.
      3. Funds would be available for eligible projects that provide free public outdoor recreational opportunities in Bayfield County.
      4. The amount of annual funding, total amount of funds assigned or the duration that funding will be available may be modified depending on the collective response to this grant opportunity, as determined by Bayfield County, through the Forestry and Parks Committee (Committee).
      5. If the outdoor rec grant is determined to be unsuccessful, the balance of unallocated funds will be returned to the FCOR and re-allocated to other eligible projects.
6. If other identified FCOR projects have been fully subscribed and no additional carbon funds are needed, then all or a portion of the funds that have been earmarked for this category may be unencumbered and released to the COR.

7. Outdoor rec grant terms, condition and requirements of application will be developed by the Department in 2023, reviewed by the County Administrator and addressed by the Committee. Modifications to the grant will occur as needed and follow a similar review and approval process.

8. An outdoor rec grant oversight committee will be formed to select projects and determine the awarded amount. The oversight committee will consist of:
   a. Forestry and Parks Department Administrator or designee;
   b. Tourism Director or designee;
   c. Bayfield County Administrator or designee;

9. The Committee will consider the recommendations of the oversight committee to select the final projects and determine the actual awarded amounts, as part of a regularly scheduled Committee meeting.

10. All grant administration and management will be the responsibility of the Department.

11. An annual report of grant activity will be presented to the Committee and included in the Department’s annual accomplishment report.

12. A priority will be given to dispersed, non-motorized outdoor recreational activities, including, but not limited to: hiking, mountain bike, horse-back riding, cross-country ski, and dog-sled trails, especially those that provide multiple compatible public uses. These funds are not intended to address activities that require dedicated, more specialized developed infrastructure, including, but not limited to: tennis courts, pickleball courts, athletic fields/facilities e.g. baseball, soccer, football, hockey, basketball, etc., swimming pools, downhill skiing, exercise yards, playgrounds, dog parks and similar facilities or developments.

13. Core rec grant application criteria and review considerations, will include, but not be limited to:
   a. Summary of need, including goals and plans for long-term management and maintenance.
   b. Extent to which the proposed project fills a recreational need or gap, improves already established opportunities or connects to existing infrastructure.
   c. Anticipated number of people served.
   d. Local letters of support.
   e. Local government support.
   f. Project location (prioritize an equal distribution of funding throughout the county, whenever possible).
   g. Type of recreation and if similar opportunities exist nearby.
   h. Land ownership. Projects will only be considered on public lands, where public use rights have been permanently secured or on properties owned by a non-profit organization. The lands must be open to the public, in perpetuity, and free for public use (though some considerations will be given to projects that include a fee to address maintenance expenses, see below).
i. A modest match requirement should be considered e.g. 20%. Force account labor and equipment, volunteer labor, donated equipment and materials, etc., would be eligible as the match. A project that leverages other funding sources should receive a stronger consideration.

j. Long term financial stability (demonstrated).

k. If a fee would be required for use. Preference will be given to projects that will be free to public use or where a nominal fee is charged only to help offset maintenance costs (e.g. grooming cross-country ski trails).

l. Preference will be given to non-motorized recreation. Motorized recreation will be considered, but only if the project is otherwise not eligible for funding through existing DNR motorized recreational trail aids (e.g. DNR snowmobile or ATV/UTV trail aids) and grant funds are still available after all eligible non-motorized applications have been addressed.

m. Preference will be given to new trail development or existing trail improvement projects. Infrastructure and equipment purchases will be considered, but only if determined to be a critical part of the project, a clear benefit to the trail user or otherwise add significant value to the potential rec experience, as determined by the Committee.

n. Funding ongoing maintenance activities will be considered, but likely of lower priority. To be considered, an applicant would be required to demonstrate a financial need; that the recreational services to the public would otherwise not occur without assistance from this grant; where services would be reduced or eliminated if financial support were not secured; or where the quality of recreational activity would be impacted due to a lack of routine maintenance, resulting from demonstrated financial constraints.

b. A total of approximately $500,000 will be directed to recreation projects located on county owned lands, as managed by the Department. If $1.25 million has been assigned to the recreation grant, as described above, then the next priority will be to designate funding to county rec projects, up to the $500,000 threshold. This could include, but is not limited to, improvements to existing infrastructure, the development of new rec opportunities and planning on county owned lands. This could also include commissioning local or regional recreational studies or similar plans that attempt to determine opportunity areas, gaps and/or future needs. Approximately half of the total $500,000 funding goal or up to $250,000, will be assigned to county rec projects in 2023. A larger percentage of the remaining Seed 1 carbon funds could be allocated to county rec projects in 2023, if determined a higher priority.

c. Expenses pertaining to the development and administration of the rec grant, including the cost of personnel, as well as similar cost or workload increases associated with the creation of additional recreational facilities or infrastructure, and managed by the Department, can be addressed through the FCOR and budgeted accordingly.
b. **Land Acquisition.** Land acquisition projects would primarily focus on parcels located within the Forest Blocking, as per the Bayfield County Forest Comprehensive Land Use Plan (Comp Plan).
   a. The initial total FCOR funding target for the Land Acquisition program is $3.0 million. The actual distribution of these funds will be based on identified need and priorities, as outlined in the FCOR or similar planning documents.
   b. If the minimum funding targets for the Recreation program are met, then roughly half of the remaining balance, or up to $1,000,000, would be assigned to land acquisition as part of Seed 1. The rest would be allocated in payments 2 and 3, until the total funding target has been met. A larger percentage of the remaining Seed 1 carbon funds could be allocated to land acquisition projects in 2023, if determined a higher priority.
   c. Land acquisition projects would prioritize the purchase of forested parcels that would be enrolled in County Forest Law (CFL) and managed as part of the Forest. Keeping forests as healthy, productive, intact forests has been identified as one of the core principles of maintaining or improving climate resilience.
   d. Other properties could be considered, even if located outside of the Blocking, if they provide high conservation value, additional public outdoor recreational value or are otherwise not suitable or eligible for entry into CFL.
   e. Rec properties acquired with FCOR funds would be administered and managed by the Department, as part of the Recreation program.

c. **Forest Management.** The Forest Management allocation will address specific issues, goals and/or concerns regarding the management and administration of the Forest, both current and anticipated, with an emphasis on increasing productivity and improving or enhancing climate resiliency. Including, but not limited to:
   a. Invasive species inventory and control;
   b. Reforestation/regeneration concerns, issues and challenges, including monitoring and analysis, as well as impacts of herbivory and climate change;
   c. Forest management:
      1. Silvicultural effectiveness, including monitoring and analysis;
      2. Forest management strategies, including the incorporation of carbon metrics, modeling and forecasting, as well as climate related planning, with the goal of improving carbon offset development, carbon sequestration and storage rates, and climate resiliency without significantly impacting traditional harvesting outputs;
      3. Climate adaptation and resilience, including modeling and planning;
      4. Continuous Forest Inventory (CFI) data collection and analysis, as it pertains to maintaining plots included in the carbon offset program;
      5. Education, including interpretive signs, kiosks and similar information;
      6. Efficiency (e.g. technology improvements, equipment upgrades, management tools, replacing fleet vehicles with EV’s, etc).
   d. Wildlife habitat development, maintenance and monitoring, including young forests and barrens, as well as studying how a changing climate may influence habitat;
   e. Forest road maintenance, development and improvement (access management), as it pertains to improved sustainability and hazard mitigation;
      1. County Forest infrastructure (roads and trails);
      2. Increased Town road improvement aids (supplement to existing program).
f. The forest management issues, goals or concerns described above are generally classified as being above and beyond the current capacities of, and resources available to, the Department. Funds available through the FCOR are not intended to address standard or routine forest management obligations that are administered through the normal operating budget. Whenever possible, FCOR funds should be used to address areas of need that are viewed as over and above the current capacities of the Department and not considered a regular or routine management activity or obligation.

g. The Department may consider the development of a small local grant to assist private landowners with the maintenance of invasive species, especially on properties that border county owned lands.

h. The Department may also consider the development of a small local grant to assist private landowners with reforestation activities.

i. The initial total FCOR funding target for the Forest Management program is $1.25 million. If the minimum funding targets for the Recreation program have been met, then roughly half of the remaining balance, up to $1,000,000, would be assigned to the Forest Management program in 2023. The rest would be allocated in payments 2 and 3, until the total funding target has been met. A larger percentage of the remaining Seed 1 carbon funds could be allocated to forest management projects in 2023, if determined a higher priority.

j. The actual distribution of the remaining Seed 1 funds between the Forest Management and Land Acquisition programs will be determined based on priority and need.

d. **Seed 1 Allocations:**
   a. Recreation: up to $1.75 million;
   b. Land Acquisition: up to $1,000,000;
   c. Forest Management: up to $1,000,000.
   d. **Total Allocation:** up to $3.0 million or about 40% of the total amount received from the first carbon offset payment, whichever is lesser.

2. **FCOR Seed 2: Second Payment.** A total of 40% of the carbon offset payment, likely to be received in CY 2024, or up to $2.0 million, whichever is lesser, would be allocated to the FCOR as follows and expended as described in section B.1 above. This second payment would involve credits originating from the second reporting period (April 2022-March 2023):

   a. **Seed 2 Allocations:**
      a. Recreation: $1.75 million less the amount assigned to Recreation in the Seed 1 FCOR allocation;
      b. Land Acquisition: if the total funding target for Recreation has been met, then roughly half of the remaining Seed 2 balance or up to $1 million;
      c. Forest Management: if the total funding target for Recreation has been met, then roughly half of the remaining Seed 2 balance, or up to $1 million;
      d. **Total Allocation:** up to $2.0 million or about 40% of the total amount received from the second carbon offset payment, whichever is lesser.

3. **FCOR Seed 3: Third Payment.** A total of roughly 40% of the carbon offset payment, likely to be received in CY 2025, or up to $2.0 million, whichever is lesser, will be allocated to the FCOR as follows and expended as described in Section B.1 above. The third payment would involve credits originating from the third reporting period (April 2023-March 2024):

   a. **Seed 3 Allocations (in the following order):**
      a. Recreation: $0.00 (Recreation is expected to be fully funded after the Seed 1 or 2 FCOR allocations);
b. Land Acquisition: the total remaining Seed 3 FCOR allocation, less the amount directed to Land Acquisition from Seeds 1 and 2, needed to reach the targeted financial threshold for the Land Acquisition program;

c. Forest Management: the total targeted financial threshold for the Forest Management program, less the total amount already assigned to Forest Management from the Seed 1 and 2 FCOR allocations;

d. Total Allocation: approximately $2.0 million or about 40% of the total amount received from the fourth carbon offset payment, whichever is lesser.

4. Approximately 40% of the first three carbon offset payments would be directed to the FCOR and allocated to the three primary programs listed above. The total financial threshold directed to the FCOR from the first three carbon payments will be $7.0 million. If the total amount of carbon revenue received from the first three payments exceeds $17.5 million, then less than 40% will be assigned to the FCOR. Intentional

5. The targeted carbon revenue distributions listed above are recommendations and can be adjusted to meet specific FCOR program needs, goals or priorities, as determined by the Committee. govern

6. Carbon returns can be used to replace the net loss of stumpage revenue as a result of intentional forest management modifications that enhance climate resiliency or optimize carbon metrics. Such modifications will still be subject to compliance with County Forest Law (s.s. 28.11), as well as all valid planning documents that govern the management of the county forest.

7. The revenue accounts created for the FCOR will be non-lapping. The FCOR will have an unencumbered cap of $2.0 million. If, at the end of a calendar year, more than $2.0 million in the FCOR has not been designated or assigned for a specific use, then the difference (overage) will be released to the COR.

8. Whenever possible, all COR funds should be managed in interest bearing accounts. All interest generated from COR accounts will be directed to the General Fund.

9. The FCOR will be managed by the Department, with funds allocated and administered as part of the annual budgetary process.

10. Additional COR funds can be requested as part of the normal budgetary process or when projects have been identified, where supplementary funding is required.

11. By the end of 2023, the Department will target the development of a priority list, implementation plan or similar analysis, for all three programs identified in the FCOR. The document(s) will incorporate items that have been categorized above to highlight the anticipated impacts on each of the respective programs, including identifying potential gaps or future needs. Short and long-term planning, as well as the development of associated budgets may be part of the process. Each document will be presented to the Committee and addressed accordingly. Some projects may also be identified within the Department’s Annual Workplan and addressed accordingly.

12. Up to 3% of the carbon funds assigned to the FCOR may be reserved for project and/or program administration. An additional amount may be considered, especially if full-time staff is required, in part, to manage the additional workloads created through FCOR initiatives.

13. In CY 2025, the FCOR will be reviewed by the Forestry and Parks Administrator and County Administrator to determine effectiveness and future direction, with the results presented to the Committee. During the review process, goals and direction for the next 5-year period (CY 2026-2030) will be determined.

   a. All long-term projects (e.g. five-year rec grant), that were previously established and funded through the FCOR and that have been determined to be successful, as determined by the Committee, in consultation with the County Administrator, will be prioritized and recommended for extension/continuation.
b. If, after the review, the FCOR or a program within it, is recommended for termination, then the unspent, but encumbered revenue balance will be maintained in the associated non-lapsing account(s) until the projects are completed. All unassigned funds would be released to the COR.

14. A variety of factors have the potential to significantly influence annual net carbon revenue, including, but not limited to: the total volume of carbon credits produced annually; the price per credit (market) at the time of sale; the total number of carbon credits sold; the total volume of timber harvested (or other removals e.g. tree mortality) during the carbon project reporting period; and project management expenses.
   a. The maximum amount of carbon funds assigned to the FCOR is capped within each Seed year. The level of funding directed to the FCOR will be influenced solely by the actual amount of carbon offset revenue received from each reporting period.
   b. It should be noted that carbon credit revenue was not included in the 2022 or 2023 budgets.
   c. If the total funding targets for each program are met within the first two payments, then a portion of carbon funds expected in 2025 could be unassigned and shifted to any FCOR project or priority.

15. Funds generated through the sale of carbon offsets, derived solely from the sustainable management of the Forest, present a unique, once in a generation type opportunity. An opportunity to establish progressive climate protocols, initiatives and direction, that have the potential to effectively address future needs and develop strategies that will better optimize the sustainable management of the Forest, both now and over the long-term. The FCOR is an investment in the future of Bayfield County.
## Environmental Health License Fee Schedule

### LICENSE TYPE – SERVING MEALS

<table>
<thead>
<tr>
<th>LICENSE TYPE</th>
<th>FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RETAIL FOODS – SERVING MEALS</td>
<td></td>
</tr>
<tr>
<td>Pre-Packaged Restaurant</td>
<td>$125.00</td>
</tr>
<tr>
<td>Pre-Packaged Pre-Inspection</td>
<td>$125.00</td>
</tr>
<tr>
<td>Full-Service – Simple Restaurant*</td>
<td>$261.00</td>
</tr>
<tr>
<td>Full-Service – Simple Pre-Inspection</td>
<td>$330.00</td>
</tr>
<tr>
<td>Full-Service – Moderate Restaurant*</td>
<td>$374.00</td>
</tr>
<tr>
<td>Full-Service – Moderate Pre-Inspection</td>
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<tr>
<td>Full-Service – Complex Restaurant*</td>
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</tr>
<tr>
<td>Full-Service – Complex Pre-Inspection</td>
<td>$650.00</td>
</tr>
<tr>
<td>Additional Food Prep Area</td>
<td>$100.00</td>
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### LICENSE TYPE – NOT SERVING MEALS

<table>
<thead>
<tr>
<th>LICENSE TYPE</th>
<th>FEE</th>
</tr>
</thead>
<tbody>
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<td>RETAIL FOODS – NOT SERVING MEALS</td>
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<tr>
<td>License – Retail Food – Prepackaged</td>
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<tr>
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<td>Pre-Inspection – Retail Food – Prepackaged</td>
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<tr>
<td>Does not engage in food processing and food sales of less than $25,000.</td>
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</tr>
<tr>
<td>License – Retail Food –</td>
<td>$125.00</td>
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<tr>
<td>Food sales of less than $25,000 and is engaged in food processing (Simple I)</td>
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</tr>
<tr>
<td>OR no processing and food sales over $25,000.</td>
<td></td>
</tr>
<tr>
<td>Formerly: Food sales of at least $25,000 and is engaged in food processing,</td>
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<tr>
<td>but does not process potentially hazardous food</td>
<td></td>
</tr>
<tr>
<td>Pre-Inspection – Retail Food –</td>
<td>$125.00</td>
</tr>
<tr>
<td>Food sales of less than $25,000 and is engaged in food processing (Simple I)</td>
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<td></td>
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<tr>
<td>but does not process potentially hazardous food</td>
<td></td>
</tr>
<tr>
<td>License – Retail Food – Not serving meals (Simple II)</td>
<td>$261.00</td>
</tr>
<tr>
<td>Formerly: Food sales of at least $25,000 and is engaged in food processing,</td>
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</tr>
<tr>
<td>but does not process potentially hazardous food</td>
<td></td>
</tr>
<tr>
<td>Pre-Inspection – Retail Food –</td>
<td>$330.00</td>
</tr>
<tr>
<td>Not serving meals (Simple II)</td>
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<tr>
<td>Formerly: Food sales of at least $25,000 and is engaged in food processing,</td>
<td></td>
</tr>
<tr>
<td>but does not process potentially hazardous food</td>
<td></td>
</tr>
<tr>
<td>License – Retail Food – Not serving meals, Moderate</td>
<td>$374.00</td>
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<tr>
<td>Formerly: Food sales of at least $25,000 but less than $1,000,000 and</td>
<td></td>
</tr>
<tr>
<td>processes potentially hazardous food</td>
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</table>
# Environmental Health License Fee Schedule

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Inspection – Retail Food – Not serving meals, Moderate</td>
<td>$484.00</td>
</tr>
<tr>
<td>Formerly: Food sales of at least $25,000 but less than $1,000,000 and processes potentially hazardous food</td>
<td></td>
</tr>
<tr>
<td>License – Retail Food – Not serving meals, Complex</td>
<td>$650.00</td>
</tr>
<tr>
<td>Formerly: Food sales of at least $1,000,000 and processes potentially hazardous food</td>
<td></td>
</tr>
<tr>
<td>Pre-Inspection – Retail Food – Not serving meals, Complex</td>
<td>$650.00</td>
</tr>
<tr>
<td>Formerly: Food sales of at least $1,000,000 and processes potentially hazardous food</td>
<td></td>
</tr>
<tr>
<td><strong>EXEMPT FROM LICENSING</strong></td>
<td></td>
</tr>
<tr>
<td>School Kitchen – full food preparation – for 2 inspections per school year</td>
<td>$440.00</td>
</tr>
<tr>
<td>Satellite Kitchen (reheat) – for two inspections per school year</td>
<td>$200.00</td>
</tr>
<tr>
<td><strong>TEMPORARY EVENT FOOD PERMIT</strong></td>
<td></td>
</tr>
<tr>
<td>Annual License</td>
<td>$200.00</td>
</tr>
<tr>
<td>Single Event License</td>
<td>$75.00</td>
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<tr>
<td>Inspection Fee Per Event</td>
<td>$40.00</td>
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<tr>
<td><strong>MOBILE FOOD ESTABLISHMENTS</strong></td>
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</tr>
<tr>
<td>Prepackaged</td>
<td>$125.00</td>
</tr>
<tr>
<td>Prepackaged Pre-Inspection</td>
<td>$125.00</td>
</tr>
<tr>
<td>Full-service – Simple*</td>
<td>$261.00</td>
</tr>
<tr>
<td>Full-service – Simple Pre-Inspection</td>
<td>$330.00</td>
</tr>
<tr>
<td>Full-service – Moderate*</td>
<td>$374.00</td>
</tr>
<tr>
<td>Full-service – Moderate Pre-Inspection</td>
<td>$484.00</td>
</tr>
<tr>
<td>Full-service - Complex*</td>
<td>$650.00</td>
</tr>
<tr>
<td>Full-service – Complex Pre-Inspection</td>
<td>$650.00</td>
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<tr>
<td><strong>MOBILE SERVICE BASE</strong></td>
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<tr>
<td>License - Prepackaged</td>
<td>$125.00</td>
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<tr>
<td>Prepackaged Pre-Inspection</td>
<td>$125.00</td>
</tr>
<tr>
<td>License - Full-service – Simple*</td>
<td>$261.00</td>
</tr>
<tr>
<td>Full-service – Simple Pre-Inspection</td>
<td>$330.00</td>
</tr>
<tr>
<td>License - Full-service – Moderate*</td>
<td>$374.00</td>
</tr>
<tr>
<td>Full-service – Moderate Pre-Inspection</td>
<td>$484.00</td>
</tr>
<tr>
<td>License - Full-service - Complex*</td>
<td>$650.00</td>
</tr>
<tr>
<td>Full-service – Complex Pre-Inspection</td>
<td>$650.00</td>
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</table>
# Environmental Health License Fee Schedule

<table>
<thead>
<tr>
<th>LODGING</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Tourist Rooming House (1-4 rooms)**</td>
<td>$155.00</td>
</tr>
<tr>
<td>Tourist Rooming House – Pre-Inspection</td>
<td>$300.00</td>
</tr>
<tr>
<td>Bed and Breakfast (8 or less rooms)**</td>
<td>$155.00</td>
</tr>
<tr>
<td>Bed &amp; Breakfast – Pre-Inspection</td>
<td>$300.00</td>
</tr>
<tr>
<td>Hotel/Motel (5-30 rooms)</td>
<td>$233.00</td>
</tr>
<tr>
<td>Hotel/Motel (5-30 rooms) – Pre-Inspection</td>
<td>$495.00</td>
</tr>
<tr>
<td>Hotel/Motel (31-99 rooms)</td>
<td>$320.00</td>
</tr>
<tr>
<td>Hotel/Motel (31-99 rooms) – Pre-Inspection</td>
<td>$685.00</td>
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<tr>
<td>Hotel/Motel (100-199 rooms)</td>
<td>$405.00</td>
</tr>
<tr>
<td>Hotel/Motel (100-199 rooms) – Pre-Inspection</td>
<td>$820.00</td>
</tr>
<tr>
<td>Hotel/Motel (200+ rooms)</td>
<td>$555.00</td>
</tr>
<tr>
<td>Hotel/Motel (200+ rooms) – Pre-Inspection</td>
<td>$1,221.00</td>
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<table>
<thead>
<tr>
<th>SWIMMING POOLS &amp; WATER ATTRACTIONS</th>
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</thead>
<tbody>
<tr>
<td>License (per pool/attraction)</td>
<td>$225.00</td>
</tr>
<tr>
<td>Pre-Inspection (per pool/attraction)</td>
<td>$225.00</td>
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<table>
<thead>
<tr>
<th>RECREATIONAL &amp; EDUCATIONAL CAMPS</th>
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</thead>
<tbody>
<tr>
<td>Recreational Education Camps License</td>
<td>$560.00</td>
</tr>
<tr>
<td>Recreational Education Camps Pre-Inspection</td>
<td>$618.00</td>
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</table>

<table>
<thead>
<tr>
<th>CAMPGROUNDS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Campground (1-10 sites)</td>
<td>$200.00</td>
</tr>
<tr>
<td>Campground (1-10 sites) – Pre-Inspection</td>
<td>$310.00</td>
</tr>
<tr>
<td>Campground (11-25 sites)</td>
<td>$240.00</td>
</tr>
<tr>
<td>Campground (11-25 sites) – Pre-Inspection</td>
<td>$392.00</td>
</tr>
<tr>
<td>Campground (26-50 sites)</td>
<td>$285.00</td>
</tr>
<tr>
<td>Campground (26-50 sites) – Pre-Inspection</td>
<td>$585.00</td>
</tr>
<tr>
<td>Campground (51-100 sites)</td>
<td>$345.00</td>
</tr>
<tr>
<td>Campground (51-100 sites) – Pre-Inspection</td>
<td>$721.00</td>
</tr>
<tr>
<td>Campground (101-199 sites)</td>
<td>$375.00</td>
</tr>
<tr>
<td>Campground (101-199 sites) – Pre-Inspection</td>
<td>$855.00</td>
</tr>
<tr>
<td>Campground (200+ sites)</td>
<td>$465.00</td>
</tr>
<tr>
<td>Campground (200+ sites) – Pre-Inspection</td>
<td>$995.00</td>
</tr>
</tbody>
</table>

Special Event Campground – Same as Above License Fees with No Pre-Inspection Fee

Rev 3.24.2023
## Reference Document - Appendix A
### Environmental Health License Fee Schedule

#### TATTOO/BODY PIERCING ESTABLISHMENT FEES

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tattoo Establishment – License</td>
<td>$160.00</td>
</tr>
<tr>
<td>Tattoo Establishment – Pre-Inspection</td>
<td>$260.00</td>
</tr>
<tr>
<td>Body Piercing Establishment – License</td>
<td>$160.00</td>
</tr>
<tr>
<td>Body Piercing Establishment – Pre-Inspection</td>
<td>$260.00</td>
</tr>
<tr>
<td>Tattoo/Body Piercing Establishment (Combined) – License</td>
<td>$250.00</td>
</tr>
<tr>
<td>Tattoo/Body Piercing Establishment (Combined) – Pre-Inspection</td>
<td>$410.00</td>
</tr>
<tr>
<td>Temporary Tattoo or Body Piercing Establishment Fees – License</td>
<td>$160.00</td>
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#### OTHER ENVIRONMENTAL HEALTH FEES

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
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</thead>
<tbody>
<tr>
<td>Reinspection Fee</td>
<td>$150.00 minimum fee (initial hour) + $60/hr every hour thereafter</td>
</tr>
<tr>
<td>Subsequent Reinspection Fee</td>
<td>$250.00 minimum fee (initial hour) + $60/hr every hour thereafter</td>
</tr>
<tr>
<td>Operating Without A License Fee</td>
<td>$749.00</td>
</tr>
<tr>
<td>Rush Fee</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

**Agent Reimbursement Rate +**

10% as of July 1, 2022; 11% as of July 1, 2023; 12% as of July 1, 2024. This will increase about 1% each year for the next several years, not to exceed 20%. Agent reimbursement fees included in above EH fees.

*To be determined by the inspector at time of pre-inspection.

**This fee includes one free bacteriological water test and sampling provided by Bayfield County Health Department.

+License/Permit fees include any state administrative fees.
Executive Summary of National Opioid Settlements
[2.03.2023. Subject to ongoing corrections and updates]

In 2021, nationwide settlements were reached to resolve all opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors—McKesson, Cardinal Health, and AmerisourceBergen ("Distributors")—and against manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”). These “2021 National Settlements” have been finalized, and payments have already begun. In all, the Distributors will pay up to $21 billion over 18 years, and J&J will pay up to an additional $5 billion over no more than nine years.

In late 2022, agreements were announced with three pharmacy chains—CVS, Walgreens, and Walmart—and two additional manufacturers—Allergan and Teva. In January 2023, each of those pharmacy chains and manufacturers confirmed that a sufficient number of states had agreed to the settlements to move forward. As with the 2021 National Settlements, states and local governments that want to participate in the 2022 National Settlements now will have the opportunity to “opt in.” The greater the level of subdivision participation, the more funds will ultimately be paid out for abatement. Assuming maximum participation, the 2022 National Settlements require:

- Teva to pay up to $3.34 billion over 13 years and to provide either $1.2 billion of its generic version of the drug Narcan over 10 years or $240 million of cash in lieu of product, as each state may elect;
- Allergan to pay up to $2.02 billion over 7 years;
- CVS to pay up to $4.90 billion over 10 years;
- Walgreens to pay up to $5.52 billion over 15 years; and
- Walmart to pay up to $2.74 billion in 2023, and all payments to be made within 6 years.

(These figures include amounts attributable to prior settlements between the Defendants and certain states/subdivisions and amounts for attorneys’ fees and costs.)

Under both the 2021 and 2022 National Settlements, at least 85% of the funds going directly to participating states and subdivisions must be used for abatement of the opioid epidemic, with the overwhelming bulk of the proceeds restricted to funding future abatement efforts by state and local governments.

In addition to providing billions of dollars for abatement, the settlements also impose changes in the way the settling defendants conduct their business. For example:
• The Distributors will create a groundbreaking clearinghouse through which they will be required to account not only for their own shipments, but also the shipments of the other distributors, in order to detect, stop, and report suspicious opioids orders;

• J&J (which ceased marketing Opioids in 2015 and ceased selling Opioids in 2020) will not market or sell any opioid products in the next ten years and has agreed to cease lobbying concerning prescription opioids for ten years;

• Teva and Allergan have agreed to strict limitations on their marketing, promotion, sale, and distribution of opioids, including a ban on: (1) promotion and lobbying; (2) rewarding or disciplining employees based on volume of opioid sales; and (3) funding or grants to third parties; and

• Walmart, CVS, and Walgreens are required to implement changes in how they handle opioids, including requirements addressing their compliance structures, pharmacist judgment, diversion prevention, suspicious order monitoring, and reporting on red-flag processes, as well as blocked and potentially problematic prescribers.

The 2021 and 2022 National Settlements are the culmination of many years of intense negotiations among representatives of the State Attorneys General, the court-appointed Plaintiffs’ Executive Committee and Negotiation Committee, which are comprised of lawyers in the National Prescription Opiate MDL who represent subdivisions, and counsel to the Settling Defendants. These negotiations were facilitated by Judge Dan Polster (who oversees the federal MDL litigation), by the Special Masters appointed by the MDL Court, and by experienced, neutral mediators.

The agreements do not settle or release any claims brought by Tribes or by private parties, including private individuals, private hospitals, or private third-party payers.

Additional information, including answers to FAQs, can be found at nationalopioidsettlement.com/news.
MEMORANDUM

Date: March 9, 2023
To: Wisconsin Counties
From: Erin K. Dickinson, Crueger Dickinson LLC
Re: Ramifications Associated with any County’s Refusal to Join Settlements

Defendants Teva, Allergan, CVS, Wal-Mart, and Walgreens (collectively, “Settlement Defendants”) have announced global settlements with “Participating Subdivisions,” subject to sign-on periods and final approvals by the Parties. Your County has been provided with the information about these settlements, which is public and available at: https://nationalopioidsettlement.com/

It is important in each County’s decision to participate in this Settlement (as it was in the last round of Settlements) that each of you understand the ramifications both to your individual County and to the overall Settlement payments to Wisconsin state and local governments if your County chooses not to participate. These ramifications are as follows:

First, and most obviously, your County will not receive any money to help combat the opioid epidemic.

Second, anything less than 100% participation in Wisconsin will negatively impact the total funds that flow into Wisconsin to combat the opioid epidemic. The Settlements are structured based on the participation level with 100% participation paying 100% of the available funds. If your County does not participate, then Wisconsin will not achieve 100% participation and will not be eligible to receive 100% of the available funds.

Third, the stay issued by the Court in its April 11, 2018, Case Management Order (docket no. 232) will be lifted for your County’s case and your County will immediately be placed back into the “Litigation Track.” This means that your County will immediately be in active litigation against Wal-Mart, CVS, Walgreens, Allergan, and Teva with immediate deadlines that include completing an updated Plaintiff Fact Sheet, and disclosing expert reports and damage opinions, followed...
by discovery and potentially a trial.

We strongly recommend that you join these Settlements. We firmly believe your County will not receive a better settlement offer than this short of spending additional years, millions of dollars, and significant use of county resources. And, as with any litigation, we cannot guarantee the outcome of such a litigation effort even if the County was to undertake it.

We are happy to discuss our recommendation with any County at any time.
Wisconsin State-Local Government Memorandum of Understanding for the Allocation of Opioid Settlement Proceeds

WHEREAS, the State of Wisconsin (“State”), its communities, and their people have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, specifically related to the covered conduct by Defendants In re: Opioid Litigation, MDL 2804 pending in the United States District Court for the Northern District of Ohio (“Litigation”); and,

WHEREAS, certain Wisconsin local governments identified on the attached Exhibit A (“Local Governments”), through their counsel, and the State of Wisconsin, through its Attorney General, are separately engaged in investigations, litigation, and settlement discussions seeking to hold the Defendants in the Litigation accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and,

WHEREAS, the State of Wisconsin and the Local Governments share a common desire to abate and alleviate the impacts of the misfeasance, nonfeasance and malfeasance described above throughout the State of Wisconsin and in its local communities; and,

WHEREAS, the settlement discussions with Walgreens, Walmart, CVS, Teva, and Allergan (“Settling Defendants”) resulted in tentative agreements as to settlement terms (“Settlement Agreements”) pending agreement from the State of Wisconsin, the Local Governments and other parties involved in the Litigation; and,

WHEREAS, while the Local Governments and the State recognize that the sums which may be available from the aforementioned Settlement Agreements will likely be insufficient to fully abate the public health crisis caused by the Opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort; and,

WHEREAS, the State of Wisconsin enacted Wis. Stat. § 165.12 which provides for an allocation of opioid settlement proceeds; and,

WHEREAS, the State and the Local Governments intend this Memorandum of Understanding (“MOU”) to effectuate the terms of future Settlement Agreements arising out of the Litigation in a manner consistent with Wis. Stat. § 165.12(2); and,

WHEREAS, this MOU does not supersede or alter any previously agreed upon MOU between the State and Local Governments related to the Litigation;

NOW THEREFORE BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 28th day of March 2023, hereby enters into this MOU upon the terms described herein.

1. As used in this MOU, the term “Opioid Settlement Proceeds” shall mean all funds allocated by a Settlement Agreement (“Settlement Payments”) to the State or Local Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. “Opioid Settlement Proceeds” do not include the “Additional Restitution Amount” (also known as additional remediation, or any other fund, proceed, or amount paid to States who did not utilize outside counsel), reimbursement of the United States Government, or separate funds identified in Settlement Agreements as direct or indirect compensation for a Party’s litigation fees, expenses, and/or costs.
2. The Settlement Administrator shall directly distribute the Opioid Settlement Proceeds to the State and to Local Governments in such proportions and for such uses as set forth in this MOU.

3. Opioid Settlement Proceeds shall be allocated as follows: (i) 30% to the State of Wisconsin (“State Share”); and (ii) 70% to Local Governments (“LG Share”). Opioid Settlement Proceeds shall not be considered funds of the State or any Local Government unless and until such time as each annual distribution is made.

4. 100% of the “Additional Restitution Amount” shall be paid to the State and deposited with the Department of Health Services.

5. Except for Opioid Settlement Funds expended in payment of attorney fees as provided in Wis. Stat. § 165.12(6), all Opioid Settlement Proceeds, regardless of allocation, and the entire “Additional Restitution Amount,” shall, consistent with Wis. Stat. § 165.12(3) and (4), and except as provided in Wis. Stat. § 165.12(5), be utilized only for purposes identified as approved uses for abatement in a Settlement Agreement.

6. If any portion of the LG Share is used for the payment of owed attorney fees as authorized under Wis. Stat. § 165.12(6), the Local Governments shall report to the Attorney General and the Joint Committee on Finance the amount of the payment(s) and provide the contract(s) under which the attorney fees are purportedly owed. Notwithstanding any limitations or characterization of funds herein to the contrary, any payments for attorneys’ fees and expenses may only be paid for out of the owing Local Governments’ share.

7. The parties agree to comply with the terms of the Settlement Agreements, including but not limited to (a) a requirement that a certain percentage of the Settlement Payment be spent on remediation, and (b) that at least 70% of a Settlement Payment be used solely for future Opioid Remediation as defined by the Settlement Agreements.

8. The LG Share shall be paid to each Local Government by the Settlement Administrator based on the allocation created and agreed to by the Local Governments which assigns each Local Government a percentage share of the LG Share, less any applicable attorney fees as authorized under Wis. Stat. § 165.12(6) and referenced above.

9. Nothing in this MOU is intended to alter or change any Local Government’s right to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the receipt and expenditure of Opioid Settlement Proceeds. Notwithstanding the foregoing, only Local Governments who are Participating Subdivisions under a Settlement Agreement, and who agree to the terms of this MOU may directly receive Opioid Settlement Proceeds.

10. Notwithstanding any limitations or characterization of funds herein to the contrary, any payments for Local Government attorney’s fees and expenses may be applied only to the LG Share or any Local Government share of the LG Share. The State shall have no responsibility for payment of attorneys’ fees or litigation expenses.

11. The parties understand that the United States may claim a portion of the Opioid Settlement Proceeds for Medicaid reimbursement. The parties agree that, to the extent a claim for Medicaid reimbursement is made, the parties shall bear the liability for the reimbursement on a pro rata basis based upon the particular claims made by the United States related to the Medicaid reimbursement. The parties agree to meet, confer, and cooperate in good faith concerning the allocation of any such liability.

12. The Attorney General may extend this MOU to apply to future settlements with other entities who engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, specifically related to the covered conduct by Defendants in the Litigation. To exercise this option, the Attorney General shall send written notice to counsel for the Local Governments. The Local Governments shall have 30 days from the date of the notice to express in writing any objection(s) to the extension of the MOU to the settlement(s). If any Local Government objects to the extension of the MOU to the settlement(s), it shall not be extended.
By Action of the:

Bayfield County Board of Supervisors

Dennis M. Pocernich, Chair

STATE OF WISCONSIN )
COUNTY OF BAYFIELD )

I, Lynn M. Divine, Bayfield County Clerk, hereby certify that the foregoing is a true and correct copy of Resolution No. 2023-29, Volume 29, adopted by the Bayfield County Board of Supervisors at their meeting held on the 28th day of March 2023.

Lynn M. Divine, Bayfield County Clerk
Addendum to Wisconsin Local Government Memorandum of Understanding

WHEREAS, the Local Governments entered into the MOU for purposes of memorializing their agreement surrounding, among other things, allocation of the proceeds of the settlements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceuticals, Inc.; and,

WHEREAS, the settlement discussions with Walgreens, Walmart, CVS, Teva, and Allergan resulted in tentative agreements as to settlement terms (“Settlement Agreements”) pending agreement from the State of Wisconsin, the Local Governments and other parties involved in the Litigation; and,

WHEREAS, the Local Governments intend this Addendum to the MOU to effectuate the terms of the Settlement Agreements and allocate the proceeds of the Settlement Agreements to each of the Local Governments in the same manner and same percentages as set forth in the MOU and Exhibit A thereto;

NOW THEREFORE BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 28th day of March 2023, hereby enters into this Addendum to the MOU upon the terms described herein.

1. The Local Governments ratify, confirm and agree in all respects to the MOU. By this Addendum, the Local Governments agree that any and all proceeds of the Settlement Agreements defined herein shall be distributed, allocated and otherwise disposed of in the same manner as set forth in the MOU and Exhibit A thereto.

2. Nothing in this MOU is intended to alter or change any Local Government’s right to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the receipt and expenditure of Opioid Funds.

3. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.

By Action of the:
Bayfield County Board of Supervisors

Dennis M. Pocernich, Chair
STATE OF WISCONSIN  
COUNTY OF BAYFIELD  

I, Lynn M. Divine, Bayfield County Clerk, hereby certify that the foregoing is a true and correct copy of Resolution No. 2023-30, Volume 29, adopted by the Bayfield County Board of Supervisors at their meeting held on the 28th day of March 2023.

Lynn M. Divine, Bayfield County Clerk
Resolution
No. 2023-34

Authorizing Bayfield County to Enter Into the Settlement Agreements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, Inc., Agree to the Terms of the Addendum to the MOU Allocating Settlement Proceeds, and Authorize Entry Into the MOU with the Attorney General

WHEREAS, the County Board of Supervisors previously authorized the County to enter into an engagement agreement with von Briesen & Roper, s.c., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the “Law Firms”) to pursue litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the “Opioid Defendants”) in an effort to hold the Opioid Defendants financially responsible for the County’s expenditure of vast money and resources to combat the opioid epidemic; and,

WHEREAS, on behalf of the County, the Law Firms filed a lawsuit against the Opioid Defendants; and,

WHEREAS, the Law Firms filed similar lawsuits on behalf of 66 other Wisconsin counties and all Wisconsin cases were coordinated with thousands of other lawsuits filed against the same or substantially similar parties as the Opioid Defendants in the Northern District of Ohio, captioned In re: Opioid Litigation, MDL 2804 (the “Litigation”); and,

WHEREAS, four (4) additional Wisconsin counties (Milwaukee, Dane, Waukesha, and Walworth) hired separate counsel and joined the Litigation; and,

WHEREAS, since the inception of the Litigation, the Law Firms have coordinated with counsel from around the country (including counsel for Milwaukee, Dane, Waukesha, and Walworth Counties) to prepare the County’s case for trial and engage in extensive settlement discussions with the Opioid Defendants; and,

WHEREAS, the settlement discussions with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, Inc. (the “Settling Defendants”) resulted in a tentative agreement as to settlement terms pending agreement from the County and other plaintiffs involved in the Litigation; and,

WHEREAS, copies of the various settlement agreements relating to the Settling Defendants (collectively “Settlement Agreements”) representing the terms of the tentative settlement agreements with the Settling Defendants have been provided with this Resolution; and,

WHEREAS, the Settlement Agreements provide, among other things, for the payment of certain sums to Participating Subdivisions (as defined in the Settlement Agreements) upon the occurrence of certain events detailed in the Settlement Agreements; and,

WHEREAS, the County is a Participating Subdivision in the Settlement Agreements and has the opportunity to participate in the benefits associated with the Settlement Agreement provided the County (a) approves the Settlement Agreements; (b) approves the Memorandum of Understanding allocating proceeds from the Settlement Agreements among the various Wisconsin Participating Subdivisions, a copy of which is attached to this Resolution (the “Allocation MOU”); (c) approves the Memorandum of Understanding with the Wisconsin Attorney General regarding allocation of settlement proceeds, a copy of which is attached to this Resolution (the “AG MOU”); and (d) the Legislature’s Joint Committee on Finance approves the terms of the Settlement Agreements and the AG MOU; and,
WHEREAS, 2021 Wisconsin Act 57 created Section 165.12 of the Wisconsin Statutes relating to the settlement of all or part of the Litigation; and,

WHEREAS, pursuant to Wis. Stat. § 165.12(2), the Legislature’s Joint Committee on Finance is required to approve the Settlement Agreements and the AG MOU; and,

WHEREAS, pursuant to Wis. Stat. § 165.12(2), the proceeds from any settlement of all or part of the Litigation are distributed 70% to local governments in Wisconsin that are parties to the Litigation and 30% to the State; and,

WHEREAS, Wis. Stat. § 165.12(4)(b)2. provides the proceeds from the Settlement Agreement must be deposited in a segregated account (the “Opioid Abatement Account”) and may be expended only for approved uses for opioid abatement as provided in the Settlement Agreements; and,

WHEREAS, Wis. Stat. § 165.12(7) bars claims from any Wisconsin local government against the Opioid Defendants filed after June 1, 2021; and,

WHEREAS, the definition of Participating Subdivisions in the Settlement Agreements recognizes a statutory bar on claims such as that set forth in Wis. Stat. § 165.12(7) and, as a result, the only Participating Subdivisions in Wisconsin are those counties and municipalities that were parties to the Litigation (or otherwise actively litigating a claim against one, some, or all of the Opioid Defendants) as of June 1, 2021; and,

WHEREAS, the Legislature’s Joint Committee on Finance is not statutorily authorized or required to approve the allocation of proceeds of the Settlement Agreements among Wisconsin Participating Subdivisions; and,

WHEREAS, the Law Firms have engaged in extensive discussions with counsel for all other Wisconsin Participating Subdivisions resulting in the proposed Allocation MOU, which is an agreement between all of the entities identified in the Allocation MOU as to how the proceeds payable to those entities under the Settlement Agreements will be allocated; and,

WHEREAS, the proposed Addendum to the MOU (“Addendum”) provided with this Resolution provides for allocation of settlement proceeds among the Wisconsin Participating Subdivisions according to the same percentages as that provided in the previously-approved MOU allocating the settlement proceeds of the settlements involving McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceuticals, Inc.; and,

WHEREAS, there is provided with this Resolution a summary of the essential terms of the Settlement Agreements, the deadlines related to the effective dates of the Settlement Agreements, the ramifications associated with the County’s refusal to enter into the Settlement Agreements, the form of the Addendum, the form of the AG MOU, and an overview of the process for finalizing the Settlement Agreements; and,

WHEREAS, the County, by this Resolution, shall deposit the proceeds of the Settlement Agreements consistent with the terms of this Resolution and Wis. Stat. § 165.12(4)(b); and,

WHEREAS, pursuant to the County’s engagement agreement with the Law Firms, the County shall pay up to an amount equal to 25% of the proceeds from successful resolution of all or part of the Litigation, whether through settlement or otherwise, plus the Law Firms’ costs and disbursements, to the Law Firms as compensation for the Law Firms’ efforts in the Litigation and any settlement; and,

WHEREAS, the Law Firms anticipate making application to the national fee fund established in the Settlement Agreements seeking payment, in whole or part, of the fees, costs, and disbursements owed the Law Firms pursuant to the engagement agreement with the County; and,

WHEREAS, it is anticipated the amount of any award from the fee fund established in the Settlement Agreements will be insufficient to satisfy the County’s obligations under the engagement agreement with the Law Firms; and,
WHEREAS, the County, by this Resolution, and pursuant to the authority granted the County in the applicable Order emanating from the Litigation in relation to the Settlement Agreements and payment of attorney fees, shall authorize and direct the escrow agent responsible for the receipt and distribution of the proceeds from the Settlement Agreements to establish an account for the purpose of segregating funds to pay the fees, costs, and disbursements of the Law Firms owed by the County (the “Attorney Fees Account”) in order to fund a local “backstop” for payment of the fees, costs, and disbursements of the Law Firms; and,

WHEREAS, in no event shall payments to the Law Firms out of the Attorney Fees Account and the fee fund established in the Settlement Agreements exceed an amount equal to 25% of the amounts allocated to the County in the Addendum; and,

WHEREAS, the intent of this Resolution is to authorize the County to enter into the Settlement Agreements, the Addendum, and the AG MOU, establish the County’s Opioid Abatement Account, and establish the Attorney Fees Account; and,

WHEREAS, the County, by this Resolution, shall authorize the County’s corporation counsel to finalize and execute any escrow agreement and other document or agreement necessary to effectuate the Settlement Agreements and the other agreements referenced herein; and,

NOW THEREFORE BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 28th day of March 2023, hereby approves:

1. The execution of the Settlement Agreements and any and all documents ancillary thereto and authorizes the [Board Chair] or designee to execute same.
2. The final negotiation and execution of the Addendum in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the [Board Chair] or designee to execute same upon finalization provided the percentage share identified as allocated to the County is substantially similar to that identified in the Addendum provided to the Board with this Resolution.
3. The final negotiation and execution of the AG MOU in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the [Board Chair] or designee to execute same.
4. The execution by the [Board Chair] or designee of any additional documents or agreements for the receipt and disbursement of the proceeds of the Settlement Agreements as referenced in the Addendum; and,

BE IT FURTHER RESOLVED: all proceeds from the Settlement Agreements not otherwise directed to the Attorney Fees Account shall be deposited in the County’s Opioid Abatement Account. The Opioid Abatement Account shall be administered consistent with the terms of this Resolution, Wis. Stat. § 165.12(4), and the Settlement Agreements; and,

BE IT FURTHER RESOLVED: the County hereby authorizes the establishment of an account separate and distinct from any account containing funds allocated or allocable to the County which shall be referred to by the County as the “Attorney Fees Account.” An escrow agent shall deposit a sum equal to up to, but in no event exceeding, an amount equal to 20% of the County’s proceeds from the Settlement Agreements into the Attorney Fees Account. If the payments to the County are not enough to fully fund the Attorney Fees Account as provided herein because such payments are made over time, the Attorney Fees Account shall be funded by placing up to, but in no event exceeding, an amount equal to 20% of the proceeds from the Settlement Agreements attributable to Local Governments (as that term is defined in the Allocation MOU) into the Attorney Fees Account for each payment. Funds in the Attorney Fees Account shall be utilized to pay the fees, costs, and disbursements owed to the Law Firms pursuant to the engagement agreement between the County and the Law Firms provided, however, the Law Firms shall receive no more than that to which they are entitled under their fee contract when considering the amounts paid the Law Firms from the fee fund established in the Settlement Agreements and allocable to the County. The Law Firms may make application for payment from the Attorney Fees Account at any time and the County shall cooperate with the Law Firms in executing any documents necessary for the escrow agent to make payments out of the Attorney Fees Account; and,
BE IT FURTHER RESOLVED that all actions heretofore taken by the Board of Supervisors and other appropriate public officers and agents of the County with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

By Action of the:
Bayfield County Board of Supervisors

Dennis M. Pocernich, Chair

STATE OF WISCONSIN   )
COUNTY OF BAYFIELD   ) ss.
I, Lynn M. Divine, Bayfield County Clerk, hereby certify that the foregoing is a true and correct copy of Resolution No. 2023-34, Volume 29, adopted by the Bayfield County Board of Supervisors at their meeting held on the 28th day of March 2023.

Lynn M. Divine, Bayfield County Clerk
Resolution

No. 2023-31

In Recognition and Appreciation of Dennis Rasmussen’s Years of Commitment and Service on the Board of Adjustment

WHEREAS, Dennis Rasmussen has served Bayfield County on the Board of Adjustment since March 1990; and,

WHEREAS, the role of the Board of Adjustment is to hear and decide variances and appeals of determinations made by the Bayfield County Planning and Zoning Department and/or Committee; and,

NOW, THEREFORE, BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 28th day of March 2023, hereby recognizes and appreciates Dennis Rasmussen for his 33 years of public service to Bayfield County and expresses gratitude for his unwavering dedication to the community, wishing him well in the years ahead.

By Action of the:
Bayfield County Board of Supervisors

_____________________________________
Dennis M. Pocernich, Chair

STATE OF WISCONSIN    )
) ss.
COUNTY OF BAYFIELD    )

L. Lynn M. Divine, Bayfield County Clerk, hereby certify that the foregoing is a true and correct copy of Resolution No. 2023-31, Volume 29, adopted by the Bayfield County Board of Supervisors at their meeting held on the 28th day of March 2023.

_____________________________________
Lynn M. Divine, Bayfield County Clerk
Resolution
No. 2023-32

In Support of the Appointment and Confirmation of Sandra Dee Naas to the State of Wisconsin Natural Resources Board

WHEREAS, Sandra Dee Naas is a long-standing member (34 years) of the land & water conservation community in Northern Wisconsin; and,

WHEREAS, Naas has extensive experience in both the public and private sectors addressing water, forestry, soil erosion, and wildlife issues; and,

WHEREAS, Naas has served as Vice-Chair of the County Deer Advisory Committee and chair of the Bayfield County Conservation Congress; and,

WHEREAS, Naas has dutifully attended and participated in Natural Resource Board meetings since being appointed in April of 2021;

NOW THEREFORE BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 28th day of March 2023, does hereby support the appointment and confirmation of Sandra Dee Naas to the State of Wisconsin Natural Resources Board.

By Action of the:
Bayfield County Board of Supervisors

__________________________________________
Dennis M. Pocernich, Chair

STATE OF WISCONSIN  )
COUNTY OF BAYFIELD ) ss.

I, Lynn M. Divine, Bayfield County Clerk, hereby certify that the foregoing is a true and correct copy of Resolution No. 2023-32, Volume 29, adopted by the Bayfield County Board of Supervisors at their meeting held on the 28th day of March 2023.

__________________________________________
Lynn M. Divine, Bayfield County Clerk
Resolution
No. 2023-33

2022 Year End Budget Amendments – Multiple Departments

WHEREAS, County Board per diems exceeded projections; and,

WHEREAS, Clerk of Court legal fees exceeded projections; and,

WHEREAS, Coroner autopsy expenses and per diems exceeded projections; and,

WHEREAS, Courthouse utility expenses exceeded expectations; and,

WHEREAS, multiple wage adjustments were made mid-year in 2022; and,

WHEREAS, County Administrator, Land Records, Veteran’s Services, District Attorney, Planning & Zoning, and Land Conservation payroll expenses exceeded expectations

NOW THEREFORE BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 28th day of March 2023, hereby approves the following budget amendments:

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<tr>
<th>Increase</th>
<th>100-00-49301</th>
<th>Fund Balance</th>
<th>$80,822</th>
<th>Revenue</th>
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<tr>
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<td>Per Diem</td>
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<td>Increase</td>
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<td>Annex</td>
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<td>Increase</td>
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<td>D.A. Expense</td>
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<tr>
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<td>Health Insurance</td>
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<td>Increase</td>
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<td>Forfeitures</td>
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<td>Clerk of Court Revenue</td>
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<tr>
<td>Increase</td>
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<td>Legal Fees</td>
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<td>Increase</td>
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<td>Land Sales</td>
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<td>Increase</td>
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<td>Land Records Expense</td>
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<tr>
<td>Increase</td>
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<td>Permits &amp; Fees</td>
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<td>Zoning Revenue</td>
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<tr>
<td>Increase</td>
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<td>Full Time</td>
<td>$5,234</td>
<td>Zoning Expense</td>
</tr>
</tbody>
</table>

By Action of the:
Bayfield County Board of Supervisors

Dennis M. Pocernich, Chair
STATE OF WISCONSIN
) ss.
COUNTY OF BAYFIELD
)

I, Lynn M. Divine, Bayfield County Clerk, hereby certify that the foregoing is a true and correct copy of Resolution No. 2023-33, Volume 29, adopted by the Bayfield County Board of Supervisors at their meeting held on the 28th day of March 2023.

_________________________________________________
Lynn M. Divine, Bayfield County Clerk
Washburn Fiber Optic Network Construction

We would like to take this opportunity to share some exciting news with you that impacts the citizens in your community. In 2023 we will expand our fiber optic network into an area of Washburn, Wisconsin. The build construction is scheduled to begin in June and end in August, which means we can start connecting services for individuals around the beginning of September. We will be burying 23 miles of fiber optic cable to connect 265 properties. An interactive map is available online, allowing anyone the opportunity to look up an address and determine if it is part of the project. Here is a general map of the area we will be serving.

Our network will deliver internet with speeds up to 2Gbps download and 2Gbps upload, television (streaming and traditional), phone, managed WIFI and smart home security services.

To execute our construction plan as efficiently as possible, we are asking property owners to complete an online order form and site survey before June 15, 2023. Completing these two tasks secures the property owner a free fiber drop, special service discounts and priority installation when the time comes.

Details of this project will be shared with property owners via direct mail, email, social media, phone and in-person visits. However, we would greatly appreciate you spreading the news about this life changing benefit with whomever you see fit. Visit norvado.com/washburn for more information. Our representatives are also available Monday through Friday 8am to 4:30pm via phone at 800-250-8927 or email at info@norvado.com to answer any questions.

Sincerely,

Chad T. Young | Norvado Chief Executive Officer

Curious about a specific address?
Scan the QR code or go to norvado.com/washburn to search for your address.
Welcome to Norvado.

Norvado brings the very best technology and connections right to you—wherever you are. No more missing out. Just a world of possibilities waiting to be discovered. All from a locally owned cooperative that's proud to be in your community.

NORVADO BY THE NUMBERS

99.9% NETWORK UPTIME
CONNECTING OVER 1700 BUSINESSES
37 TB OF DATA DELIVERED DAILY
DOWNLOAD AND UPLOAD TRANSFER SPEEDS

79 EMPLOYEES
3000+ VOLUNTEER HOURS
$20K DONATED TO 20+ LOCAL WI ORGANIZATIONS IN 2021
14,000 ACCESS LINES
11,000 INTERNET SUBSCRIBERS

Service Territory

THE NORVADO DIFFERENCE

We're Neighbors
The foundation of our company is the community we serve and live in. We exist to help you thrive up here.

The Right People
A passionate, local team with deep technical expertise and industry knowledge.

Knowing What Works
Ability to cut through the technical-ese and deliver timely solutions.

Cutting Edge Technologies
Access to solutions that empower our residents and businesses.

Technology Independent
Flexibility to deliver tailored solutions to meet your needs.
Barksdale Fiber Optic Network Construction

We would like to take this opportunity to share some exciting news with you that impacts the citizens in your community. In 2023 we will expand our fiber optic network into an area of Barksdale, Wisconsin. The build construction is scheduled to begin in August and end in October, which means we can start connecting services for individuals around the beginning of November. We will be burying 28 miles of fiber optic cable to connect 213 properties. An interactive map is available online, allowing anyone the opportunity to look up an address and determine if it is part of the project. Here is a general map of the area we will be serving.

Our network will deliver internet with speeds up to 2Gbps download and 2Gbps upload, television (streaming and traditional), phone, managed WIFI/network and security services to homes and businesses.

To execute our construction plan as efficiently as possible, we are asking property owners to complete an online order form and site survey before June 15, 2023. Completing these two tasks secures the property owner a free fiber drop, special service discounts and priority installation when the time comes.

Details of this project will be shared with property owners via direct mail, email, social media, phone and in-person visits. However, we would greatly appreciate you spreading the news about this life changing benefit with whomever you see fit. Visit norvado.com/barksdale for more information. Our representatives are also available Monday through Friday 8am to 4:30pm via phone at 800-250-8927 or email at info@norvado.com to answer any questions.

Sincerely,

Chad T. Young | Norvado Chief Executive Officer
Welcome to Norvado.

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- 3000+ VOLUNTEER HOURS
- $20K DONATED TO 20+ LOCAL WI ORGANIZATIONS IN 2021
- 14,000 ACCESS LINES
- 11,000 INTERNET SUBSCRIBERS

Service Territory

- Douglas
- Bayfield
- Ashland
- Sawyer
- Price
- CABLE
- HAYWARD
- MAPLE
- ASHLAND
- PHILLIPS

THE NORVADO DIFFERENCE

- **We’re Neighbors**: The foundation of our company is the community we serve and live in. We exist to help you thrive up here.
- **The Right People**: A passionate, local team with deep technical expertise and industry knowledge.
- **Knowing What Works**: Ability to cut through the technical-ese and deliver timely solutions.
- **Cutting Edge Technologies**: Access to solutions that empower our residents and businesses.
- **Technology Independent**: Flexibility to deliver tailored solutions to meet your needs.