

Bayfield County Clerk

Lynn M. Divine, *County Clerk*

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

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



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Minutes

Monthly Meeting of the Bayfield County Board of Supervisors March 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: Steve Sandstrom-present virtually; Mary Dougherty-present; Charly Ray-present virtually; Jeff Silbert-present; Fred Strand-present virtually; Marty Milanowski-present; Jim Crandall-present; Dennis Pocernich-present; Larry Fickbohm-present; Jeremy Oswald-present; John Rautio-present; Madelaine Rekemeyer-present; Brett Rondeau-absent. Total: 12 present, 1 absent. A quorum was present to conduct business.

Others Present: *County Administrator-* Mark Abeles-Allison; *County Clerk-* Lynn M. Divine; *Accountant-* Kim Mattson; *Town of Cable Supervisor-* David Popelka; *Town of Cable Supervisor-* Dean Hambrecht; *Washburn School District Senior-* Gabriel Bodine; *Landmark Conservancy Representative-* Erika Lang; *Health Director-* Sara Wartman; and *Forest Administrator-* Jason Bodine

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

Public Comment: Gabriel Bodine, Washburn High School, introduced himself to the board and explained that he is applying for the Bayfield County Local Government Scholarship to fund his education to attend UW Stevens Point. G. Bodine stated that he will be studying a variety of media studies to acquire skills and extend his background to enter into a career in voice acting. Bodine stated that he previously attended a Washburn City Council meeting and stated that he found it interesting to see local government in action.

Approval of Minutes from February 28, 2023: *Motion by Milanowski, seconded by Rautio, to approve the February 28, 2023, Minutes of the Monthly Bayfield County Board of Supervisors. Motion carried, 12-0, 1 absent.*

Town of Cable School/Housing Project Presentation, David Popelka: David Popelka, Town of Cable Supervisor, delivered a presentation on the housing development project in the Town of Cable. The town is looking to demolish an old school building that is currently seen as a detriment to the town. The intent is to redevelop the site for potential residential development. Original estimates for the project are approximately \$450,000. The town has participated in negotiations with multiple entities to lower project costs. Popelka explained that there have been numerous obstacles with the project, including asbestos in the building. Asbestos cleanup is expected to be completed June 1, 2023 with the demolition of the building to be completed by July 1, 2023. Milanowski asked if the town is looking to sell the property. Popelka replied that the town does intend on selling the property to a developer, but the developer would need to have a development plan before it would be sold to them. Ultimately, the town would prefer to get the property back on the tax roll. Crandall asked how much of an investment the town will have incurred by the end of the project. Popelka answered \$50,000. Silbert asked if WHEDA will be approached to help the town. Popelka explained that WHEDA and similar agencies have not been contacted as of this time. Sandstrom questioned if any materials are salvageable. Popelka explained that extended weather exposure has made most of the materials non-salvageable.

Landmark Conservancy Presentation Regarding Brownstone Trail, Erika Lang: Erika Lang, Landmark Conservancy, delivered a presentation regarding the restoration of the Brownstone Trail which included a brief as well. A community park area will be created on the property that will require the removal of buildings currently located there. The park will include a small parking area, a picnic pavilion, and the addition of native vegetation. Lang reviewed the timeline of the project with the board. Landmark Conservancy is proposing partnering with Bayfield County regarding ownership of the property to assist in obtaining funding the conservancy would not otherwise be eligible to receive. Lang stated she is not looking for a decision at this time and will return in April to revisit the project and obtain Bayfield County's response.

Bayfield County 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.

Motion by Milanowski, seconded by Crandall, to adopt Resolution No. 2023-27 2023 Work Zone Safety Awareness Week in Bayfield County. Motion carried, 12-0, 1 absent.

Bayfield County 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:

2022 Budget Amendment

Increase	430-34-57100-50290	\$163,158
Increase	430-70-49201	\$12,500
Increase	100-00-59430-50820	\$12,500
Increase	100-00-49301	\$12,500
Increase	430-34-48590-003	\$12,500
Increase	430-70-49301	\$138,158

2023 Budget Amendment

Increase	430-34-57100-50290	\$17,000
	430-34-57100-50290	\$678,000
Increase	430-34-48590-003	\$12,500
	430-34-43280	\$682,500

Forest Administrator, Jason Bodine, explained that the budget amendment finalizes the work complete in 2022 and will cover anticipated work in 2023.

Motion by Silbert, seconded by Rautio, to adopt Resolution No. 2023-28 Forestry and Parks Department 2022 and 2023 Budget Amendment – Delta Landfill Project. Motion carried, 12-0, 1 absent.

Budget Amendment for Carbon Offset Reserve, County and Forestry Plans: Bodine informed the board that the final phase of the carbon project is still under review. American Carbon Registry (ACR) stated the review may be extended if something is found. The carbon credit allotment will be given at the end of the review, if it is awarded. The Carbon credits market still remains strong. Abeles-Allison explained that the project is broken up into two parts, the CCOR and FCOR. *Motion by Silbert, seconded by Fickbohm, to approve the Carbon Offset Reserve Fund Allocation and Implementation Plan. Motion carried, 12-0, 1 absent.*

Environmental Health Fee Schedule: Health Director, Sara Wartman, explained that one fee needs to be corrected in the schedule as it was not categorized in the correct incremental step increase in the previously approved fee scheduled. *Motion by Oswald, seconded by Sandstrom, to approve the proposed changes to the Environmental Health Fee Schedule as presented. Motion carried, 12-0, 1 absent.*

Bayfield County Opioid Survey Update: Wartman reported that the survey closes on March 31, 2023 and there have been 480 respondents so far. Wartman explained that she will not have a detailed report prepared until the survey is closed and the results are tabulated.

Opioid Settlement Resolutions: Abeles-Allison explained that the resolutions are focused on the second phase of settlements and five new settlements are being processed.

a) Bayfield County Resolution No. 2023-29:

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.

b) Bayfield County Resolution No. 2023-30:

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 Pharmaceutica, 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.

c) Bayfield County 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 Pharmaceutica, 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.

Motion by Oswald, seconded by Crandall, to adopt Resolution No. 2023-29, No. 2023-30, and No. 2023-34. Motion carried, 12-0, 1 absent.

Confirmation of Board of Adjustment Appointments: Abeles-Allison proposed the following appointments:

- Christina Eliason be moved from an alternate member to a full member, effective July 1, 2023 with a term ending June 30, 2025
- Paul Susienka be appointed as alternate 2, effective March 28, 2023. Effective July 1, 2023, Susienka will move to alternate 1 to replace Dennis Rasmussen with a term ending June 30, 2025
- Shari Eggleston be reappointed as a full member with a term ending June 30, 2026
- Adrian Wydeven be reappointed as a full member with a term ending June 30, 2026

- Marisa Lee be reappointed as a full member with a term ending June 30, 2026.

*Motion by Silbert, seconded by Ray, to confirm the Board of Adjustment appointments as presented.
Motion carried, 12-0, 1 absent.*

Bayfield County 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.

*Motion by Crandall, seconded by Milanowski, to adopt Resolution No. 2023-31 In Recognition and Appreciation of Dennis Rasmussen's Years of Commitment and Service on the Board of Adjustment.
Motion carried, 12-0, 1 absent.*

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

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.

*Motion by Crandall, seconded by Sandstrom, to adopt Resolution No. 2023-32 In Support of the Appointment and Confirmation of Sandra Dee Naas to the State of Wisconsin Natural Resources Board.
Motion carried, 12-0, 1 absent.*

Confirming the Appointment of Mary Dougherty to the Aging and Disability Resource Center of the North (ADRC-N) Governing Board: *Motion by Crandall, seconded by Oswald to confirm the*

appointment of Mary Dougherty to the Aging and Disability Resource Center of the North (ADRC-N) Governing Board. Motion carried, 12-0, 1 absent.

Bayfield County 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*,

WEHREAS, 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:

Increase	100-00-49301	Fund Balance	\$80,822	Revenue
Increase	100-01-51111-50140	Per Diem	\$6,493	Board Expense
Increase	100-06-51205-50250	Special Services	\$24,487	Coroner Expense
		Electric/Gas		
Increase	100-14-51601-50224	Annex	\$15,311	Courthouse Expense
Increase	100-07-51411-50121	Full Time	\$11,967	Administrator Expense
Increase	100-08-51311-50122	Part Time	\$11,988	D.A. Expense
Increase	100-19-54701-50154	Health Insurance	\$6,927	Veterans Expense
Increase	100-28-56101-50121	Full Time	\$3,649	Land Conservation Expense
Increase	100-02-45111	Forfeitures	\$10,390	Clerk of Court Revenue
Increase	100-02-51221-50232-003	Legal Fees	\$10,390	Clerk of Court Expense
Increase	100-13-48302	Land Sales	\$14,688	Land Records Revenue
Increase	100-13-51741-50121	Full Time	\$14,688	Land Records Expense
Increase	100-26-44401	Permits & Fees	\$5,234	Zoning Revenue
Increase	100-26-56401-20121	Full Time	\$5,234	Zoning Expense

Motion by Oswald, seconded by Rautio, to adopt Resolution No. 2023-33 2022 Year End Budget Amendments – Multiple Departments. Roll Call Vote: Dougherty-yes; Ray-yes; Silbert-yes; Rautio-yes; Rondeau-absent; Pocernich-yes; Sandstrom-yes; Fickbohm-yes; Oswald-yes; Strand-yes; Milanowski-yes; Crandall-yes. Motion carried, 12-0, 1 absent.

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: First meeting was held the previous week, next meeting will be March 29, 2023 and will be an all day meeting. Discussions have been productive.

- c) **Opening Being Advertised:** Health Board and Housing Authority
- d) **In the Board Room Programs:** Recordings available from the WCA on board room proceedings.
- e) **Broadband Construction Projects This Year:** Norvado and Bayfield Wireless construction projects to take place over next six months. Norvado will be working to serve 478 additional properties in the towns of Barksdale and Washburn.
- f) **WCA Annual Conference** – September 17-19, 2023, Wisconsin Dells

Supervisory Reports: Silbert reported that the Northern Lights Nursing Home has not hired a new administrator yet, but the Oaks Facility has been able to hire a new administrator. The facility's census is doing well.

Crandall reported that the board of commissioners for the Pigeon Lake Field Station, which used to be operated as a summer camp, is looking to sell the property and the board is wondering if Bayfield County has any suggestions to successfully sell the property as its efforts have so far been unsuccessful. Abeles-Allison explained that the land has not been posted for sale as the Bureau of Public Lands is hoping a public entity will acquire the property to keep it in public ownership. Abeles-Allison reported that the county has reached out to multiple entities, but no interest has been shown. The board discussed the potential of the property. Ray suggested that the county inform the Public Lands Commission that the county is waiting for the snow to leave to make a final assessment of the property. Abeles-Allison clarified that the consensus of the board is for the county to research a potential public use for the property and a possible collaboration with another public entity that may have a similar interest.

Oswald reported that the Sheriff's Office has made changes for a new youth interview room. Wartman informed the board that the Health Department, Sheriff's Office, and Child Advocate, Amy Odonahue, are working on a project through multiple coalitions. The project is geared towards developing or obtaining a Youth Advocacy Center or Unit that will serve as a place to interview child victims of a crime versus doing so in the Sheriff's Department, thus avoiding further trauma. Once placed in the center the child will be interviewed by all appropriate agencies versus having several individual interviews.

Divine gave an update on the upcoming Spring Election and reported that there are several anomalies for certain municipal boards and school districts. There are a few contests where there is no candidate on the ballot, thereby making all write-ins countable versus just the registered write-in candidates. Dougherty asked how important it is that a write-in's name is spelled correctly. Divine explained that the determination would be up to the poll workers and not the county. Poll workers will receive a list of all registered write ins; however, they are not allowed to share the list unless the voter specifically asks to see it at the time of voting.

Fickbohm mentioned the possibility of opening a savings account or CD for a child born in Bayfield County that would grow over time and be available to the child when they are older.

Closed Session: *Motion by Crandall, seconded by Rautio, to enter Executive/Closed Session at 8:00 p.m. Motion carried, 12-0, 1 absent.* Discussion took place regarding the Closed Session Minutes from October 25, 2022 and January 31, 2023 as well as Business Park Lands.

8:00 p.m. – Charly Ray, Fred Strand, and Steve Sandstrom left the meeting.

There being no further business to conduct in Executive/Closed Session, a motion was made by Dougherty, seconded by Silbert, to return to Open Session at 8:24 p.m. Motion carried, 9-0, 4 absent.

Adjournment: There being no further business to come before the Bayfield County Board of Supervisors, Chairman Pocerlich adjourned the meeting at 8:25 p.m.

Respectfully submitted,

LYNN M. DIVINE
Bayfield County Clerk

LMD/pat