June 25, 2020

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, Thomas Snilsberg, Marty Milanowski,
David Zepczyk, James Crandall, Brett Rondeau

RE: June 30th Bayfield County Board of Supervisors’ Meeting

Dear Supervisors,

Please be advised that the budget planning meeting of the Bayfield County Board of Supervisors will be held on Tuesday, June 30th, 2020 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. 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. (A maximum of 15 members of the public will be allowed in-person.) 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 markaa@bayfieldcounty.org.

Join Microsoft Teams Meeting
+1 715-318-2087 United States, Eau Claire (Toll)
Conference ID: 947 727 247#
Local numbers | Reset PIN | Learn more about Teams | Meeting options

Any person wishing to attend who, because of a disability, requires special accommodations, should contact the County Clerk’s office at 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. Moment of Silence for John Blahnik, former County Board Supervisor
5. Public Comment: Limited to 3 minutes per person, 15 minutes maximum.
6. Public Health Update, COVID-19, Sara Wartman
7. Bayfield County Resolution No. 2020-57; In Recognition and Appreciation of Bryan Paulsen for 27 years of commitment and service in the Sheriff’s Office
8. Bayfield County Resolution No. 2020-58; In Recognition and Appreciation of Daniel Clark for 38 years of commitment and service to the Sheriff’s Office
9. Bayfield County Resolution No. 2020-59; In Recognition and Appreciation of Nancy Brown for 29 years of commitment and service in the Departments of Human Services, Veterans Services and Emergency Management
10. Bayfield County Resolution No. 2020-60; In Recognition and Appreciation of Mike Gustafson for 30 years of commitment and service in the Bayfield County Highway Department.


14. Discussion and Possible Action regarding Human Services ADRC Committee Appointment of Ann Bertolucci.

15. Discussion and Possible Action regarding Human Services Appointment of Larry Fickbohm to the Woodland Enhanced Health Services Commission.

16. Resolution No. 2020-62 Supporting an Application for Funding through the Wisconsin Department of Transportation TEA Grant Program on County Highway E.

17. Resolution No 2020-63 Authorizing Application for a Focus on Energy SAVE TO GIVE, Pilot Energy Efficiency Grant for Residential Customers

18. Resolution No 2020-64, A Resolution to the Wisconsin Economic Development Corporation in Support of a Community Development Investment Grant for World Class Precision Products in the Town of Bayfield.

19. Report of the Bayfield County Planning and Zoning Committee No. 2020-05; Petition to amend the Bayfield County Zoning Ordinance regarding the Zoning of Jason Hieb and Renee Maki parcels in the Town of Hughes from Residential 1 (R-1) to Residential-Recreational Business. Robert Schierman, Planning and Zoning Director.

20. Bayfield County Ordinance No. 2020-05; Amendment regarding the Zoning of Jason Hieb and Renee Maki parcels in the Town of Hughes from Residential 1 (R-1) to Residential-Recreational Business. Robert Schierman, Planning and Zoning Director.

21. Bayfield County Administrator’s Report:

   a) Youth Scholarship Program Report
   b) Future County Board Meeting Dates: 
      The following meetings are all regularly scheduled.
      ✓ July 28th, 2020
      ✓ August 25th, 2020
      ✓ September 29th, 2020
   c. Courthouse/Annex COVID-19 Transition
   d. COVID-19 Financial Update
   e. Census 2020
   f. Thank-you cards

   g. Supervisors’ Reports

   h. Adjournment.

Sincerely,

SCOTT S. FIBERT
Scott S. Fibert, Bayfield County Clerk
SSF/alr
County Board Narrative, June 30, 2020

This meeting will be an **in-person meeting** but we have remote meeting attendance setup also. We have setup the room allowing for 6 feet of separation between board members. Masks and hand sanitizer will be available at the meeting. We have space set aside in the pews for up to 15 members of the public.

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Item 4: A moment of silence for John Blahnik long term County Board Supervisor from Washburn who passed away this past week.

Item 6: Our Public Health Officer, Sara Wartman, will provide an update on the status of COVID19 in our County and the region around us.

Item 7-10: We have four employees retiring with a combined experience of 114 years of experience with Bayfield County.

- Bryan Paulson, 27 years with the Sheriff’s Office. Bryan held the positions of: Lieutenant, Investigator, Sgt. Investigator, Investigator, Deputy.
- Dan Clark, 38 years with the Sheriff’s Office. Dan Clark held the positions of: Deputy, Sargent, Lieutenant, Corporal and Chief Deputy.
- Nancy Brown, 29 years with the Human Services and Veterans/Emergency Management Departments. Nancy held the positions of: Human Services Clerk 1,2,3. Veterans and Emergency Management Clerk 3.
- Mike Gustafson, 30 years with Highway Department. Mike held the positions of: Mechanic, Shop Superintendent and Patrol Superintendent.

Item 11. Earlier this year the Board approved application for a NexGen911 grant application. Bayfield County was awarded a 60% grant. This resolution approves the grant and authorizes an additional $53,100 expenditure. Funds will come from unexpended health insurance funds in the Sheriff’s Office Budget.


Item 13. Bayfield County is working to support broadband expansion in the county in any way we can. Bayfield Wireless requested state broadband funds for projects in underserved areas around the Town of Washburn. Unfortunately, they were not selected. Still Mike Cariveau would like to proceed with the project. He is asking Bayfield County to provide access to the Maple Hill Tower to place his radio equipment. Together with Corporation Counsel and Emergency Management we have reviewed the attached proposal and are comfortable with this. It leaves us open to
negotiating a modified agreement in the future / servicing as match if a grant was received down the road.

Here is a short summary Mike provided:

**If the Bayfield County Board approves this Agreement this month, we will immediately move into the final design phase for the project and begin procurement of equipment. We will also file for the necessary FCC licenses in July which we are almost certain to receive within weeks. Tower work will be scheduled ASAP this summer so we can get the equipment installed and tested on the tower in coordination with Bayfield County to assure there are no interference issues. We hope to have all of this work completed by September so we can begin to provision service to initial Customers in the area by September or October.**

We have already been sending out the following response to Customers that have been requesting service within the planned service area:

> Thank you for your request for Bayfield Wireless High-Speed Internet Service at _________, Washburn, WI 54891! We are currently unable to provide service to your location but have been working under public/private partnerships with the Town of Washburn and Bayfield County to enable us to expand our network to provide High-Speed Internet Service offerings from 12Mbps up to 1Gbps in your community. Plans are currently underway to add facilities nearby so we can provide service later this year.

> We really appreciate your interest in our service! We will keep your information on file so we can keep you informed about our progress on broadband expansion in your neighborhood. We encourage you to ask your neighbors to register to check for service availability on our web site at https://bayfieldwireless.com/check/ so we can keep them informed and use the collective location information for our detailed design planning and construction prioritization in the future.

> Please don't hesitate to call us or reply to this email if you have questions.

Item 14: Appointment of Ann Bertolucci to the ADRC Committee.

Item 15: Appointment of Larry Fickbohm to the Woodland Enhanced Health Services Commission

Item 16: This resolution allows Bayfield County to submit an application for Transportation Enhancement Funding to the Wisconsin Department of Transportation to make a section of County Highway E from Highway 63 to Nelson Road (about 1.3 miles) an all season road. Total cost is approximately $140,000, county share is approximately $25,000. Highway Committee has endorsed this project.

Item 17. This resolution is for Bayfield County to support submitting an application for the pilot, Focus on Energy SAVE TO GIVE project. It could result in $12,500 being awarded to a non-
profit in the community. The main focus is to provide residential customers ideas on how to save on their utility bills with the idea that saving on utility bills helps economic development. Two sites will be selected county wide.

Item 18. This resolution allows Bayfield County to apply for a Community Development Investment Grant on behalf of World Class Precision Parks in Bayfield. There would be NO financial obligation for the county, only applying on behalf of World Class, as required.

Item 19 and 20: Rezone Report and Ordinance, Town of Hughes, Jason Hieb and Renee Maki, rezone from R1 to RRB.

Item 21: Administrator Reports

A. Local Government Scholars in 2020 are: Emily Kriner-Woodworth (Bayfield), Joe Tuttle (Drummond), George Tuttle (Drummond).
B. Meetings for the next three months are on the agenda.
C. COVID19 Transition is going smooth. With no new cases in the county all facilities are open to the public. Personal protective equipment including masks, sanitizer, plexiglass shields and gloves are available to all. We continue with additional cleaning of frequently touched surfaces. We have gone ahead with air quality ionization equipment for air handlers. This will be installed in August.
D. COVID19 Funding
   a. Financial notables for revenues include a drop-in sales tax. A worst-case scenario from Bayfield County was a loss of $186k.
   b. Other revenues sources, forestry and zoning remain stable.
   c. Grant funds / for reimbursables are significant, $270k in Health and $249k in other departments. This will cover the lion share of expenditures to date. Approximate expenditures to date. Additional expenditures in the future will be health department labor, IT equipment, PPE, etc. Some funds must be requested before November of this year. Others have a March and December deadline in 2021.
      i. Health Labor: $100k 
      ii. IT: $20k
      iii. HVAC Equipment: $100k
      iv. Plexiglass and PPE: $20,000.
      v. EMS Support: $4500
E. Census Report will be presented at the meeting.
F. Thank you cards were received from two EMS providers for the $500 COVID contribution and from two of the youth scholars. These are in the packet.
Resolution

No. 2020-57

Retirement of Bryan Paulsen

WHEREAS, Bryan Paulsen has served Bayfield County with distinction, honor and dedication in the Sheriff’s Department for 27 years,

NOW, THEREFORE, BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 30th day of June, 2020, honors Bryan Paulsen for his 27 years of public service to Bayfield County and expresses gratitude for his efforts, wishing him well in the years ahead.

BAYFIELD COUNTY BOARD OF SUPERVISORS

____________________________________
Dennis Pocernich, Chairman

STATE OF WISCONSIN  )
BAYFIELD COUNTY    )ss.

I, Scott S. Fibert, Bayfield County Clerk, hereby certify that the foregoing is a true and correct copy of Volume 28, adopted by the Bayfield County Board of Supervisors at their meeting held on the 30th day of June, 2020.

____________________________________
Scott S. Fibert, Bayfield County Clerk
Resolution

No. 2020-58

Retirement of Daniel Clark

WHEREAS, Daniel Clark has served Bayfield County with distinction, honor and dedication in the Sheriff's Department for nearly 38 years,

NOW, THEREFORE, BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 30th day of June, 2020, honors Daniel Clark for his 38 years of public service to Bayfield County and expresses gratitude for his efforts, wishing him well in the years ahead.

BAYFIELD COUNTY BOARD OF SUPERVISORS

________________________
Dennis Pocernich, Chairman

STATE OF WISCONSIN   )
BAYFIELD COUNTY       )ss.

I, Scott S. Fibert, Bayfield County Clerk, hereby certify that the foregoing is a true and correct copy of Volume 28, adopted by the Bayfield County Board of Supervisors at their meeting held on the 30th day of June, 2020.

Scott S. Fibert, Bayfield County Clerk
Resolution

No. 2020-59

Retirement of Nancy Brown

WHEREAS, Nancy Brown has served Bayfield County with distinction, honor and dedication in various departments, but most recently the Veteran Services and Emergency Management Departments for 29 years,

NOW, THEREFORE, BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 30th day of June, 2020, honors Nancy Brown for her 29 years of public service to Bayfield County and expresses gratitude for her efforts, wishing her well in the years ahead.

BAYFIELD COUNTY BOARD OF SUPERVISORS

Dennis Pocernich, Chairman

STATE OF WISCONSIN )
BAYFIELD COUNTY ) ss.

I, Scott S. Fibert, Bayfield County Clerk, hereby certify that the foregoing is a true and correct copy of Volume 28, adopted by the Bayfield County Board of Supervisors at their meeting held on the 30th day of June, 2020.

Scott S. Fibert, Bayfield County Clerk
Resolution
No. 2020-60

Retirement of Michael Gustafson

WHEREAS, Michael Gustafson has served Bayfield County with distinction, honor and dedication in the Highway Department for over 30 years,

NOW, THEREFORE, BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 25th day of February, 2020, honors Michael Gustafson for his over 30 years of public service to Bayfield County and expresses gratitude for his efforts, wishing him well in the years ahead.

BAYFIELD COUNTY BOARD OF SUPERVISORS

__________________________________________
Dennis Pocernich, Chairman

STATE OF WISCONSIN    )
BAYFIELD COUNTY        )

I, Scott S. Fibert, Bayfield County Clerk, hereby certify that the foregoing is a true and correct copy of Volume 28, adopted by the Bayfield County Board of Supervisors at their meeting held on the 30th day of June, 2020.

__________________________________________
Scott S. Fibert, Bayfield County Clerk
Resolution

No. 2020-

BUDGET AMENDMENT AUTHORIZING NEXTGEN 9-1-1 GRANT EXPENDITURES

WHEREAS, the Wisconsin Department of Military Affairs/Office of Emergency Communications has awarded the Bayfield County Sheriff’s Office a grant to assist in the upgrade to NextGen9-1-1 equipment; and

WHEREAS, Motorola has projected expenses for the program/projects related to upgrading to the NextGen9-1-1 to be $130,000; and

WHEREAS, the total NexGen9-1-1 grant award is equal to $76,900.00 to be used until June 30, 2021; and

WHEREAS, the County Board authorized through Resolution 2020-08 to submit the grant and cover the remaining 40% of the total cost;

NOW, THEREFORE, BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 30th day of June 2020 does hereby authorize the 2020 Sheriff’s Office budget be amended to reflect increase in revenues and expenses to:

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<th>Amount</th>
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By Action of the
Bayfield County Board of Supervisors

Dennis M. Pocernich, Chairman

STATE OF WISCONSIN )
COUNTY OF BAYFIELD ) ss.

I, Scott S. Fibert, Bayfield County Clerk, hereby certify that the foregoing is a true and correct copy of Resolution No. 2018-, Volume 28, adopted by the Bayfield County Board of Supervisors at their meeting held on the 30th day of June, 2020.

Scott S. Fibert, Bayfield County Clerk
BAYFIELD COUNTY
CHILD SUPPORT AGENCY
ANNUAL REPORT

2019
The Bayfield County Child Support Program contributes to the well-being of children through the establishment of paternity and the establishment and enforcement of court-ordered child support and medical support obligations. This mandated program operates pursuant to Wisconsin Statute 59.53(5) which directs the Bayfield County Board and the Department of workforce Development to enter into a contract to implement and administer the services under Title IV-D of the Federal Social Security Act.

Jennifer Osmak
Director

Sheila Wilcox
Case Specialist

Michelle Alexy
Case Specialist
Child Support Enforcement

- Locating absent parents
- Establishing court orders for child support and health insurance
- Enforcement of existing court orders
- Issuing and monitoring income withholding from payroll sources
- Collecting support on cases for children and state reimbursement
- Reviewing support orders for appropriate modifications
- Intercepting income tax refunds for payment of past due support
- Providing payment and collection information for both custodial and non-custodial parents
**Paternity Establishment**

- Identifying and obtaining a legal determination of the father of a child born to unmarried parents

- Arrange and assist with genetic testing
  - Paternity must be established before the court will order support
  - Establishing paternity provides a child a right to receive
    - Financial support
    - Medical support
    - Inheritance from father

- 2019 Wisconsin Act 95 Administrative Paternity was published on February 6, 2020 and will be effective August 1, 2020. This will alleviate paternity cases being heard before the court when parties live together. Paternity can be established administratively.
Medical support

- Establishment and enforcement of court orders requiring parents to provide health insurance coverage for minor children.

- Both parties shall maintain health insurance coverage on the minor child(ren) if the same becomes available through his or her place of employment at a reasonable cost. Reasonable costs shall mean the monthly obligation does not exceed 10%* of the individual’s gross monthly income.

- This obligation to maintain health insurance on the children shall continue until the youngest child reaches the age of 18 years or graduates from high school, whichever occurs last or as long as either party is required to provide support under federal law.

*changed from 5% due to changes to DCF 150 effective 7/1/18.
Jen was selected to be a member of the Child Support Modernization workgroup. Five county child support agency representatives and two tribal child support agency representatives were selected.

We are all invested in the Team approach of providing services. We understand that we are here to serve our clients.

Staff has been initiating contact with paying parents to adjust their orders based on current challenging circumstances such as job loss, chemical dependency issues, medical issues, etc.

Outreach continues with jobs programs such as Workforce Resources, NW CEP, FSET on best practices on arranging services for our clients.

Excellent working relationship with the courts, all county offices and area attorneys.

In 2020, we are staffing a satellite office in Cable. This occurs the first Wednesday of every month. It’s another option to better serve our clients living in southern Bayfield County.
BUDGET OVERVIEW

2019 Revenue and Expenses: Revenue received for 2019 was $217,996. Expenses for 2019 totaled $237,099. Net levy / county cost is less than $20,000, wherein projected was $23,416.

2020 Revenue and Expenses: The estimated revenue for 2020 is $222,187. Budgeted expenses for 2020 are $253,121. Our indirect costs for 2020 has decreased to $32,301 from $59,988 from 2019.

All expenses for the Child Support Agency are reimbursable at 66% costing the county only 34 cents on the dollar; wherein some limited costs are reimbursed at 100%.
2019 TOTALS

Child Support Collected 2019
Total = $1,709,662.03
GOALS 2020

- Continue to collect nearly 2 million dollars in support collections.
- Work towards more public awareness of child support matters by doing outreach at Successful Co-Parenting classes, group discussion at jails, work with Criminal Justice Coordinator in assisting clients involved in their program.
- Complete scanning of all open cases into Laserfiche which is a move towards paperless files. Continue with scanning of closed files. Will follow the State and County policies on retention of files.
- Implement the new procedures for Administrative Paternity. 2019 Wisconsin Act 95 Administrative Paternity was published on February 6, 2020 and will be effective August 1, 2020.
ANNUAL COLLECTIONS

Child Support Collected

- 2019: $1,500,000.00
- 2018: $1,550,000.00
- 2017: $1,600,000.00
- 2016: $1,650,000.00
- 2015: $1,700,000.00
- 2014: $1,750,000.00
- 2019: $1,800,000.00
- 2018: $1,850,000.00
- 2017: $1,900,000.00
- 2016: $1,950,000.00
BAYFIELD COUNTY CASELOAD

Bayfield County Caseload

- 2019: 504
- 2018: 490
- 2017: 460
- 2016: 477
- 2015: 540
- 2014: 679
One factor the State evaluates our Agency on is the percentage of court ordered support established in our case load. The state’s baseline for 100% funding is to have court orders in 80% of our caseload. Our monthly rate (March 2020) is at 87.53%. This means we receive maximum State revenue funding available for our county for this category. The statewide average for this category is 86.85%. 80% standard marked in green.
The State requires that we establish paternity in 90% of cases needing service in order to receive state funding. Our paternity establishment rate for March 2020 is 97.33%. We are above the statewide average of 94.52% paternity establishment. We will receive maximum State revenue funding available for our county for this category.
This rate measures the ratio of the total amount of current support due in the IV-D caseload during federal fiscal year to the total amount of current support disbursed during the year. The baseline goal is 80%. For March 2020 our support collection rate is 75.76%. We are above the statewide average of 74.77%.
This rate is the ratio of the number of IV-D cases present in the caseload during the fiscal year with an arrearage balance to the number of arrearage cases with a qualifying payment disbursed toward arrears at any time during the federal fiscal year. The target baseline for this measure is 80%. For the month of March 2020 our arrearage collection rate is 58.74%. This figure increases monthly as additional collections occur. The statewide average for this measure for March 2020 was 55.26%.
Jennifer Osmak started as the new director of the Child Support Agency in July 2018, bringing 20 years experience in child support from Ashland County.

Implementation of Laserfiche scanning software.

Sheila Wilcox case specialist, has been with the agency since 2015 and contributes to the Team approach of our agency.

Case specialist Michelle Alexy was hired in August 2018. She continues to excel and has a strong desire to learn and help our agency pursue its goals.

Bayfield County Child Support Agency has been ‘getting the word out’ that we are here to help and serve those in need. There is evidence that supports parents that pay child support are more involved in the lives of their children. We understand the importance of getting money to the families.
Bayfield Wireless Annual Report
Prepared for
Bayfield County, Wisconsin
for Service Period from
9/1/2018 through 12/31/2019

Summary
This annual report has been prepared for Bayfield County, Wisconsin by Bayfield Wireless as required in the Public/Private Partnership Agreement between the parties entered into on September 1, 2018. This report provides the information required in the Agreement to facilitate annual revenue sharing fee payments by Bayfield Wireless to Bayfield County. Because the Bayfield Wireless network was under construction and became operational for the first Customers in April 2019, this first report covers the period from the commencement date of the public/private partnership to the end of 2019 (the first year of service).

Meetings
Bayfield Wireless is required to meet with the Bayfield County Executive Committee at the May and November meetings for the first three years until May 2021 to present an oral and brief written report on the status of the network construction and expansion in Bayfield County.

Retail Residential Service
During the reporting period Bayfield Wireless has provided service to 28 Retail Residential Customers for a total of 132 service months. Bayfield County revenue sharing fee = $1 x 132 service months = $132 payable.

Business Service
During the reporting period Bayfield Wireless has provided service to 4 Business Customers for a total of 22 service months. Bayfield County revenue sharing fee = $2 x 22 service months = $44 payable.

Wholesale Service
During the reporting period, Bayfield Wireless has engaged in discussions with several potential wholesale Customers but has not yet provide any wholesale services to other service providers.

Use and provisioning of Solar Power
Bayfield Wireless has not reached the 250 location or 400 location service levels in Bayfield County that will require Bayfield Wireless to make additional investments in the use of solar power to reduce energy costs for the benefit of Bayfield County.
MAPLE HILL TOWER LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made this 1st day of July, 2020, by and between The County of Bayfield, Wisconsin, hereinafter referred to as “Landlord”, and Waypoint Experts, LLC dba Bayfield Wireless, a Wisconsin Limited Liability Company, with its principal office and place of business at 88755 Compton Road, Bayfield, Wisconsin, with mailing address of PO Box 586, Bayfield, WI 54814, hereinafter referred to as “Tenant” or as “Bayfield Wireless.” Landlord and Tenant may, from time to time throughout this Lease, be referred to individually as “Party” or collectively as “Parties.”

WHEREAS, Landlord has a leasehold interest in certain real property (located in the NE1/4 of the SE1/4 of Section 29, T49N, R5W, in the Town of Washburn, Bayfield County, Wisconsin: 46 degrees, 41 minutes, 33.6 seconds NORTH, 91 degrees, 00 minutes, 38.0 seconds WEST, Physical address: 77255 W Maple Hill Road, Washburn, Wisconsin, hereinafter referred to as “Lands”; and

WHEREAS, Landlord is the owner of a radio transmission Tower of approximately 180 feet in height along with a secure equipment shelter building, all of which is located on the Lands described above; and

WHEREAS, Tenant has a desire to provide communications using suitable pre-existing communications towers when they meet Tenant’s policy and operating objectives;

AND WHEREAS, Tenant desires to occupy, and Landlord is willing to provide, attachment locations upon the Tower for the placement of Tenant’s antennas, cabling and ancillary equipment ("Tower Space") as well as certain space within the Landlord’s shelter building if applicable. Collectively the Tower Space and the Shelter building space shall be referred to hereinafter as the “Leased Space”;

NOW, THEREFORE, in consideration of the terms, covenants, and conditions herein contained and for good and valuable consideration, the Landlord and Tenant do covenant and agree as follows:

1. TERM: The initial term ("Initial Term") of this Lease shall commence on 1st day of July, 2020 ("Commencement Date") and shall extend twenty (20) years from that date ("Expiration Date"), except that this Lease may be terminated prior to the Expiration Date as hereinafter provided. Any extension of this lease after the Expiration Date, will require a new lease agreement between the Landlord and Tenant. Tenant shall provide Landlord with written notice at least 180 days prior to the said Expiration Date of Tenant’s desire to negotiate a new lease agreement.

2. RENT: Tenant shall be permitted to occupy the Leased Space with its equipment, as described in Section 4 hereinafter, with an annual Tower Access Fee payment by the Tenant to the Landlord in the amount of $2,400 per year, with payment due beginning one year from the commencement of the Lease.
3. **TERMINATION:** Except as otherwise provided herein, this Lease may be terminated prior to the Expiration Date as follows:

   a. by Tenant, in the event Tenant is denied federal, state or local governmental permits or authorization or is in anyway prevented from utilizing the Tower, Lands or other improvements it deems necessary either after commencement or part of the permitting process or is denied approval for installing all of its desired equipment on the Leased Space, and such denial effectively prevents Tenant, in its reasonable opinion, from utilizing this site for its communications system, then, upon written notification to Landlord, Tenant shall have the option to immediately terminate this Lease, the same as though this Lease had not been entered into and this Lease shall no longer be of any force and effect.

   b. by Landlord any time, in the event Landlord is so instructed and ordered to remove or cease use of the Tower, equipment and other improvements (whether owned and operated by Landlord or Tenant) by any federal, state or local governmental agency having jurisdiction over Landlord's or Tenant's operation or use of the Tower, including the Landlord’s use of the Lands, Tower and its use of them as a communications site.

   c. by written agreement between the Parties for any reason whatsoever.

4. **PERMITTED EQUIPMENT:** Landlord hereby grants to Tenant, and Tenant hereby receives and accepts from Landlord, the right, authority and permission to do all the following:

   a. For equipment, antennas, and space on the Tower as set forth in Exhibit “A”; Install equipment for the operation of a fixed wireless internet service. No other uses shall be permitted without the Landlords' written consent”.

   At such time as the Tenant may elect to add to, improve or modify the equipment set forth in Exhibit “A” of this agreement, Landlord shall not unreasonably withhold approval of such equipment changes necessary to establish, preserve and maintain essential communications as determined by the Tenant. Tenant agrees to cooperate with the Landlord to properly plan any addition, modification or improvement of facilities at the Leased Space so as to ensure quiet enjoyment of each space by the Landlord and its Tenants. Tenant understands that the primary purpose of the tower is public safety and that the county’s first priority is to that purpose.

5. **INSTALLATION / MAINTENANCE:** All installations, maintenance, repair, replacement and removal of Tenant’s equipment on the Tower Space shall be performed to Landlord’s specifications and only by qualified employees of Tenant, its selected contractors or licensed, bonded and insured contractors of Tenant who have been approved by Landlord, all at Tenant’s sole cost and expense. Items attached to the Tower, e.g. cable ladder, antenna brackets, etc., shall not be removed upon termination of this lease unless Landlord agrees and gives approval to the removal. Landlord and Tenant agree that assuring adequate structural
capacity of the communications Tower identified in this lease is mutually beneficial to the parties. Therefore, Tenant, at its own expense, agrees to undertake a structural analysis as Landlord may request to determine capacity of the Tower to support Tenant’s proposed use. Tenant’s contractors shall, prior to commencing any work on Landlord’s Tower, produce evidence of such license, bond and insurance to Landlord. All installations, maintenance, repair and replacement of Tenant’s equipment not on or attached to the Tower shall be performed only by Landlord approved contractors of Tenant or by Landlord if its facilities are in its reasonable opinion to be affected.

6. **APPROVALS:** Tenant hereby agrees to procure all necessary public authority and permits for Tenant’s use of the Leased Space as a communications site, including the construction, installation, operation, repair, maintenance, replacement, removal and use of all appurtenant equipment and site improvements. Furthermore, Tenant shall be responsible for all costs and expenses associated with obtaining any authorization, approval or permit associated with the use of the Leased Space.

7. **SUBLETTING / ASSIGNMENT:** Tenant may not sublet its leasehold interest nor assign its right, title and/or interest in and to this Lease in whole or in part without the prior written approval of Landlord. Any request for subleasing or assignment shall include the proposed sublessee’s or assignee’s name, place of business, financial reports and any other financial information. Prior to execution, Tenant will provide a copy of the proposed sublease or assignment agreement, any changes from the existing communication and electrical equipment specifications, operating frequencies, any proposed change in location of equipment on the Tower and within the Equipment Building, transmission cabling or other connections, and further provided that such equipment does not in any manner interfere with the operation or signal reception and transmission of Landlord or other Tower users’ existing or future equipment. Under an approved sublease or assignment, Tenant shall remain primarily responsible for all terms of this Lease described herein, but Landlord may at its sole discretion charge such subtenant or assignee reasonably calculated market rent.

8. **TENANT ACCESS:** Tenant shall have reasonable and continuous access on a 24 hour basis to and from the Leased Space utilizing the driveway located on the Lands for routine and emergency maintenance of Tenant’s equipment located in the equipment building. In the event Tenant discovers or is made aware of an emergency situation, Tenant shall report the problem to Landlord or Landlord’s designee immediately.

Tenant shall not be permitted at any time to transfer, move or adjust Landlord’s antennas, cables, connectors, attachments or microwave dishes (if existing at some future date) or any other equipment of Landlord without the prior written consent of Landlord. Upon completion of Tenant’s work, Landlord may inspect, test and check its equipment to verify that its communication system and equipment have not been damaged or moved and are performing to its satisfaction. If Landlord discovers any damage or if Landlord’s equipment requires
adjustment, and reasonably determines such damage is resultant from or adjustment necessary due to the installation of Tenant’s equipment or other work being performed by or on behalf of Tenant, Landlord shall notify Tenant and perform such work as it deems reasonably necessary. Tenant agrees to reimburse Landlord for the reasonable costs of said inspection and any resultant work upon presentation of a bill thereof. All of Tenant’s work shall be coordinated with Landlord’s communications supervisor or such other person Landlord may from time to time designate. Tenant’s failure to coordinate all initial work and all subsequent repairs or replacement of equipment on the Tower with Landlord or work that could affect Landlord’s equipment shall be considered a material default and, notwithstanding Tenant’s other rights provided hereinafter to receive written notice and cure period, Landlord may, at its sole discretion, immediately terminate this Lease.

9. REPLACEMENT OF TOWER: In the event Landlord’s communication requirements change such that it requires a larger or different Tower and in Landlord’s reasonable discretion elects to replace the Tower or if the Tower is damaged and requires replacement or repair, the Parties hereto shall be responsible for the timely removal, reinstallation and all costs thereof for their respective equipment. If upon reasonable notice from Landlord, Tenant fails to remove its equipment in a timely manner, Landlord reserves the right to remove Tenant’s equipment and Tenant agrees to promptly reimburse Landlord for its expenses upon presentation of a bill therefore.

10. TENANT DAMAGE / INTERFERENCE WITH OPERATION: Tenant agrees that proper operation of Landlord’s broadcast stations subject to the FCC license conditions (and unlicensed operating parameters, if applicable) of Landlord’s station operating authority at the tower site(s) referenced are primary. Tenant agrees to fully cooperate with the Landlord to minimize any disruption of RF radiation pattern or other operating parameter of Landlord’s broadcast operations. Tenant covenants and agrees that Tenant’s equipment, its installation, operation and maintenance will:

a. In no way damage the Tower or accessories thereto, Landlord’s facilities or other site improvements. Tenant shall exercise special precaution to avoid damage to facilities of Landlord or of other authorized users of the Tower, now existing or at some point in the future, and Tenant hereby assumes all responsibility for any and all damage to facilities of Landlord or authorized users arising out of or caused by the conduct or property of Tenant, its employees, contractors and invitees and not due to or from the Landlord’s negligence. Tenant shall make an immediate report to Landlord of the facilities affected by the occurrence of any damage and in the event such damage is due to Tenant, its employees, contractors or invitees, Tenant hereby agrees to reimburse Landlord and/or other authorized users for the expenses incurred by Landlord and/or other authorized users in making the necessary repairs and replacements.
b. Not interfere with the maintenance of the Tower, Landlord facilities or other Landlord improvements performed by or on behalf of Landlord.

c. Comply with all applicable rules, regulations and codes of the federal, state and local agencies having jurisdiction over the operation of Landlord's or Tenant's business or occupation of Landlord's Tower.

d. Comply with all applicable rules, regulations and codes regarding the potential designation of the tower as a National Historic Site or similar designation.

11. **SIGNAL INTERFERENCE:** Landlord and Tenant mutually agree not to interfere with the operation of or cause signal interference with the other Party’s communication equipment (if such exists) due to the operation of communication equipment or electrical interference, whether initially installed hereunder or at some future date, which is reasonably designed and installed to operate without interference from each other's equipment. Landlord agrees to grant Tenant exclusive use of frequency bands ranging from 902MHz – 928MHz, 2412MHz – 2462MHz, 2496MHz – 2690MHz, 3550MHz – 3700MHz, and 5180MHz – 5850MHz for Tenant equipment operated at the Leased Space. Prior to the installation of any equipment by Tenant, it shall provide such information to Landlord in writing for review of possible signal interference, with complete equipment specifications, including but not limited to: antennas, tower dishes, ground dishes, transmission cables, receivers and transmitters, frequencies and power output thereof, modulation mode, all appurtenant equipment, and the preferred location of all equipment on the Tower. Furthermore, Tenant shall completely install and test its equipment in a full operational mode for Landlord and Tenant to reasonably determine the existence of any signal interference caused by either Party’s equipment prior to Tenant being commercially operational. Whether during testing or once commercially operational, in the event it is reasonably determined by Landlord that Tenant’s equipment causes signal interference with Landlord’s communication equipment to the extent that Landlord’s communications are materially impacted as determined solely by Landlord, Tenant’s equipment shall immediately cease operation. Upon receipt of notice of such interference from Landlord, Tenant will promptly take all steps necessary to correct and eliminate the interference at its sole cost and expense. If Tenant’s equipment is at fault and Tenant is unable to eliminate the interference, Tenant shall so advise Landlord and provide Landlord or its qualified contractors the opportunity to review, assess and make repair suggestions. If Landlord and Tenant are unable to eliminate the interference caused by Tenant’s equipment within sixty (60) days of receipt of notice of such interference from Landlord, Landlord may elect to terminate this Lease agreement with thirty (30) days written notice.

12. **RESTORATION:** Tenant hereby agrees to restore Landlord’s Lands to the condition existing prior to any disturbance resulting from Tenant’s construction, operations, maintenance, repair, replacement or removal, whether temporary or permanent, of its equipment or any damage caused to Lands resulting from the use permitted herein. Such restoration shall include, but not be limited to the spreading of topsoil and sowing of perennial type grass seed on any disturbed areas, replacement of
crushed stone and/or paved surfacing, replanting of shrubs and other ground cover, repair of fences, or other damages incurred due to or arising out of the permitted use described hereinabove in accordance with plans submitted by Tenant to Landlord for its approval.

13. DAMAGE TO LANDLORD IMPROVEMENTS: In the event existing site improvements located on the Tower, on the Lands, or on any adjoining property owners lands are damaged as the result of Tenant's construction, excavation, installation, operation, maintenance, repairs, removals, use of the Lands, Leased Space, or the Tower, Tenant shall take whatever action is necessary to repair or replace the damaged improvement (other than to the Tower, in which case Landlord shall repair and bill the Tenant therefore) or, if to other buildings, or adjoining property owners, to the condition existing prior to such damage.

14. TAXES: During the Initial Term and any Renewal Term, Landlord shall be responsible for any increase of taxes on the Lands, Tower or Leased Space, such taxes being defined as any and all federal, state and local governmental, quasi-governmental or public authority taxes, assessments and charges of any kind or nature, whether general, special, ordinary or extraordinary (but not including income or franchise taxes or any other taxes imposed upon or measured by Landlord's income or profits, except as provided below), or payments to governmental authorities in lieu thereof, whether or not in contemplation of the Parties to this Lease, which Landlord shall pay or become obligated to pay because of or in connection with the personal property, fixtures, machinery, equipment, systems and apparatus of Tenant located thereon or used in connection therewith. Taxes shall include, without limitation, all real and personal property taxes (as further described in Section 15), sales taxes, assessments (special or otherwise), fire inspections, transit taxes and ad valorem taxes, but shall not include penalties or late fees thereon unless the penalty and/or late fees are directly attributable to Tenant. Taxes shall also include all fees, costs and expenses (including legal fees and court costs) paid by Landlord in connection with protesting or contesting or seeking a refund or reduction of and/or negotiating with public authorities with respect to any of the aforesaid taxes, regardless of whether Landlord is ultimately successful. If at any time during the term of this lease, a tax or excise on rents or other tax however described, other than an income tax, is levied or assessed by the United States or the State of Wisconsin, or any political subdivision thereof, on account of the rents hereunder or the interest of Landlord under this Lease, such tax shall constitute and be included in taxes. Any taxes paid by Landlord hereunder shall be reimbursable to Landlord by Tenant as Additional Rent.

15. PERSONAL PROPERTY TAXES: Tenant agrees to pay, before delinquency, any and all taxes levied or assessed and which become payable during the term hereof upon Tenant’s equipment, fixtures, and other personal property which includes but is not limited to its antenna(s), transmission cable(s), and all other appurtenant and ancillary equipment or improvements, located on the Lands, Tower or Leased Space, whether permitted by this Lease or not, and whether said taxes are
assessed against Landlord or Tenant and upon all alterations, additions or leasehold improvements made by or for Tenant and if any such alteration, addition or leasehold improvement is nevertheless included in Landlord’s real estate or personal property tax assessment and bill, Tenant shall reimburse Landlord with respect thereto. Any taxes paid by Landlord hereunder shall be reimbursable to Landlord by Tenant as Additional Rent.

16. INSURANCE: During the term of this Agreement, Tenant shall maintain the following insurance:

a. Worker’s Compensation:
   1. Coverage A: Limits – Statutory
   2. Coverage B: Employer’s Liability Limits
   3. Bodily Injury by Accident - $100,000 each accident minimum
   4. Bodily Injury by Disease - $100,000 each employee minimum
   5. Bodily Injury by Disease - $500,000 policy limit minimum

b. Comprehensive General Liability Limits: $1,000,000 bodily injury and $1,000,000 property damage.

c. Automobile Liability Insurance, with a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

The Certificates of General and Automobile Liability Insurance must name the Landlord as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the Landlord. An updated copy of the Certificate must be provided anytime a change is made to any policy.

17. CONSTRUCTION AND OTHER LIENS: Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Lands, Tower, or other site improvements or to charge the rent payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Lands, the Tower by or at Tenant’s direction on which any lien is or can be validly and legally asserted against its leasehold interest in the Lands, Tower, or other site improvements thereon and that it will save and hold Landlord harmless from any and all loss, liability, cost or expense, including costs of suit and reasonable attorney’s fees, based on or arising out of asserted claims or liens against the leasehold interest of the Tenant in the Leased Space or against the right, title and interest of Landlord in the Lands, Tower, and other improvements or under the terms of this Lease. Tenant will not permit any construction lien or any other liens which may be imposed by law affecting Landlord’s leasehold interest in the Leased Space or Landlord’s right, title and interest in the Lands, Tower, and/or other improvements to be placed upon the Lands, Tower, and other improvements arising out of any action or claimed action by Tenant, and in case of the filing of any such lien Tenant will promptly
pay same. If any such lien shall remain in force and effect for ten (10) days after written notice thereof from Landlord to Tenant and Tenant as not posted with Landlord a bond in the amount of at least 125% thereof, Landlord shall have the right and privilege of paying and discharging the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much Additional Rent hereunder due from Tenant to Landlord and shall be paid to Landlord immediately on presentation of a bill therefore.

18. UTILITIES AND SERVICE FEES: Utility (electrical) fees shall be paid by the Landlord as agreed.

19. DIGGERS HOTLINE: Tenant shall contact Diggers Hotline at (800) 242-8511 to locate any underground facilities at least five (5) days prior to any work, excavation, construction or equipment removal on the Lands or adjoining lands in order to determine the location of electric, telephone, communication, water and natural gas facilities within the Lands or adjoining lands in the vicinity of the contemplated work and the applicable clearance requirements for work performed in the proximity of such facilities. Tenant hereby agrees to obtain permission from the appropriate property owner(s) prior to entering or performing any work on the Lands.

20. CONDEMNATION: If all or substantially all of the Landlord’s Lands, Tower or Equipment Building are sold to or taken by any public or quasi-public authority under its power of condemnation or the threat thereof, this Lease shall terminate as of the date possession shall be transferred to the acquiring authority. Upon any taking of only a part of or less than substantially all of the Lands or Tower by any public or quasi-public authority, and such taking doesn’t materially affect Landlord’s or Tenant’s ability to utilize the Leased Space, Lands, Tower as it requires, then this Lease shall be unaffected by such taking, except that if the remaining area of the Leased Space, Lands, Tower, or after a partial taking shall not be reasonably sufficient for Tenant, by its own reasonable determination, to continue feasible operation of its business, Tenant may terminate this Lease up to 30 days following the date possession of the affected portion of the Leased Space, Lands, or Tower shall be transferred to the acquiring authority.

21. GOVERNMENTAL JURISDICTION: Tenant shall, in the use and occupancy of the Leased Space as a communications site, comply with laws, ordinances, rules and regulations of all Federal, State, County, and other governmental bodies having jurisdiction over the operation of Landlord’s or Tenant’s business or occupation of said Towers.

22. TENANT’S DEFAULT: Upon the occurrence of any of the below enumerated events of default by Tenant, Landlord shall have all rights and remedies available hereunder or at law or in equity, all of which rights and remedies shall be cumulative, including the right to terminate this Lease by written notice to Tenant. Upon such termination, Tenant shall be obliged to forthwith return the possession of the Leased Space to Landlord, and notwithstanding the termination of this
Lease, shall also be liable to Landlord for all unpaid rent, if any is applicable, effective on the date of any such default, all unpaid Additional Rent and other payments hereunder to the end of the Lease term or then current renewal term, and for all reasonable costs, expenses and attorneys' fees that shall be incurred by Landlord in enforcing the covenants and agreements of this Lease. Upon the failure of Tenant upon such termination to return the possession of the Leased Space to Landlord, Landlord shall have the right to enter upon the Leased Space without judicial process and repossess the same without liability therefore, and without prejudice to any other rights and remedies herein stated. No such repossession of the Leased Space by Landlord or reletting thereof shall constitute a termination of Tenant’s obligations under this Lease. The following shall constitute events of default by Tenant:

a. the failure by Tenant to pay any installment of rent or any other payment required hereunder;

b. any breach or failure by Tenant to observe or perform any of its other obligations under the Lease and the failure of Tenant to cure such breach or failure within 30 days after notice in writing to Tenant thereof;

c. the subjection of the Lands, Tower, Leased Space, or other improvements located on the Lands to any lien, levy or attachment caused by acts or omissions of the Tenant and the failure to obtain the release thereof within ten (10) days or of Landlord’s written demand therefore.

23. REMOVAL OF TENANT PROPERTY / IMPROVEMENTS: Upon expiration or earlier termination of Tenant’s interest in this Lease, Tenant shall peaceably surrender the Leased Space to Landlord and further, shall remove all of its communication equipment, ground equipment, and other personal property unless previously offered to and purchased by Landlord. There shall be no abandonment of improvements or equipment without the written approval of Landlord.

24. NOTICES: All notices, requests, demand and other writings required under this Lease must be in writing and shall be deemed validly given on the date posted if sent by a nationally recognized overnight delivery service or by certified mail, return receipt requested, addressed to the place of business of Landlord or Tenant as follows (or to any other address that the Party to be notified may have designated, in writing, to the sender):

Landlord: Bayfield County Administrator’s Office
117 E. Fifth Street
Washburn, WI 54891

Tenant: Bayfield Wireless
Chief Executive Officer
PO Box 586
Bayfield, WI 54814

25. OBLIGATIONS SURVIVE: All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this Lease shall survive the expiration or earlier termination of the term hereof, including without
limitation, all payment obligations with respect to taxes and all obligations concerning the condition of the Lands, Tower, and Leased Space.

26. **WAIVER OF TERMS AND CONDITIONS:** The failure by Landlord to enforce or insist upon the strict performance of Tenant’s obligations hereunder or any other term or provision hereof shall not constitute a waiver thereof or relinquishment of any such terms or conditions, but the same shall continue in full force and effect. Any waiver, to be effective, must be in writing and specifically refer to the right being waived, and shall not apply to any other right.

27. **NO JOINT VENTURE:** The agreements contained herein are not intended, nor shall the same be deemed or construed, to create a partnership between Landlord and Tenant, to make them joint ventures, nor to make Landlord in any way responsible for the debts or losses of Tenant.

28. **BINDING EFFECT:** The covenants, agreements and obligations herein contained, except as otherwise specifically provided, shall extend to, bind, and inure to the benefit of the Parties hereto and their respective successors and assigns (but in the case of assigns only to the extent that assignment is permitted hereinabove).

29. **CAPTIONS:** The captions in this Lease are inserted only as matters of convenience and for reference, and in no way define or limit the scope or intent of the various provisions, terms or conditions hereof. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

30. **SEVERABILITY OF PROVISIONS:** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

31. **AUTHORITY:** Landlord hereby warrants and represents it has full power and authority to execute this Lease without the further consent or agreement of any other person or entity. Tenant warrants and represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin, is qualified to transact business in the State of Wisconsin and has the power and authority to consummate the transactions contemplated by this Lease; that all proceedings of Tenant necessary to consummate the transactions contemplated by this Lease have been duly taken in accordance with law; and that the persons executing this Lease on behalf of the Tenant have been duly authorized to execute this Lease.
32. **ACCEPTANCE:** Tenant hereby agrees to accept this Lease and the Leased Space upon the terms, conditions, and restrictions herein set forth, and covenants to keep and perform each and every one of said terms, conditions and restrictions. Tenant further covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses made and incurred by the Landlord in enforcing the terms and conditions of this agreement, provided Landlord is the successful Party, and Landlord further covenants and agrees to pay and discharge all reasonable costs and attorney's fees and expenses made and incurred by the Tenant in enforcing the terms and conditions of this agreement, provided Tenant is the successful Party.

33. **GOVERNING LAW, JURISDICTION AND VENUE:** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. Tenant hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. The parties further agree that the venue for any legal proceedings related to this Agreement shall be Bayfield County, Wisconsin.

34. **OPEN RECORDS LAW COMPLIANCE:** Tenant understands and agrees that, because Landlord is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Tenant. Tenant agrees to fully comply with such laws, and to cooperate with Landlord in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to Landlord or others upon the request of Landlord. Compliance and cooperation of Tenant shall be at its sole cost and expense.
IN WITNESS WHEREOF the Parties hereto have caused this Lease to be executed on date _______________________

In Presence of:

**The County of Bayfield, Wisconsin** (Landlord)

By: ________________________________

Title: ________________________________

Authorized Signature: ________________________________ Date: ______________

**Bayfield Wireless** (Tenant)

By: ________________________________

Title: ________________________________

Authorized Signature: ________________________________ Date: ______________
Exhibit A
Installed Equipment

This Exhibit A shall be completed and/or amended by the Tenant, reviewed and approved by the Landlord, and made a part of the Lease prior to the installation or changes to any Tenant equipment.
Resolution

No. 2020-62

Supporting an Application for Funding through the Wisconsin Department of Transportation TEA Grant Program for County Highway E.

WHEREAS, Bayfield County has invested significant time, energy, and funds into economic development efforts in the county; and

WHEREAS, White Winter Agriculture is an existing business planning to expand in Bayfield County; and

WHEREAS, Bayfield County has worked cooperatively with White Winter Agriculture, Bayfield County Economic Development, the Bayfield County Highway Department and the Wisconsin Department of Transportation to facilitate the expansion of this business within the county; and

WHEREAS, the Bayfield County Highway Committee has approved and endorsed this application; and

WHEREAS, sufficient roadbed does not currently exist to support the continuous access and durability to sustain the ongoing truck traffic to and from the business on a year-round basis; and

WHEREAS, Bayfield County supports an application for funding through the Wisconsin Department of Transportation TEA Grant program to facilitate the necessary upgrade to that section of County Highway E East to the White Winter Agriculture facility; and

WHEREAS, the TEA Grant requires a 50% local match; and

WHEREAS, the estimated cost of the project is approximately $145,000. Approximate Cost breakdown will be $72,500 State DOT, $50,000 Business, $22,500 Bayfield County Highway; and

NOW, THEREFORE, BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 30th day of June, 2020, do hereby support an application to the Wisconsin Department of Transportation for funding through the TEA Grant Program to facilitate the upgrade of a portion of County Highway E to the White Winter Agriculture facility entry.

BE IT FURTHER RESOLVED, that Bayfield County will serve as the grant sponsor and administrator for this project and the Bayfield County Administrator shall be authorized to complete and sign program documents and contracts.

By Action of the
Bayfield County Board of Supervisors

_______________________________
Dennis M. Pocernich, Chairman

STATE OF WISCONSIN )
COUNTY OF BAYFIELD ) ss.
I, Scott S. Fibert, Bayfield County Clerk, hereby certify that the foregoing is a true and correct copy of Resolution No. 2020-62, Volume 28, adopted by the Bayfield County Board of Supervisors at their meeting held on the 30th day of June, 2020.

Scott S. Fibert, Bayfield County Clerk
Resolution
No. 2020-63

Authorizing Application for a Focus on Energy, SAVE TO GIVE Pilot Energy Efficiency Grant for residential customers.

WHEREAS, Focus on Energy has announced a pilot project focused on rural Wisconsin Communities. The Save to Give Challenge targets energy-saving and offers a range of benefits to participating communities, and:

WHEREAS, This program focuses on easy ways to save energy while helping out local organizations;

WHEREAS, Utilities benefit from free resources from focus, increased residential savings, customer satisfaction and stronger relationships between the utility, customers and local government.

NOW THEREFORE BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 30th day of June, 2020, do hereby support the application for a Save to Give Challenge at no cost to Bayfield County.

By Action of the
Bayfield County Board of Supervisors

Dennis M. Pocernich, Chairman

STATE OF WISCONSIN )
COUNTY OF BAYFIELD ) ss.

I, Scott S. Fibert, Bayfield County Clerk, hereby certify that the foregoing is a true and correct copy of Resolution No. 2018-63, Volume 28, adopted by the Bayfield County Board of Supervisors at their meeting held on the 30th day of June, 2020.

Scott S. Fibert, Bayfield County Clerk
Resolution
No. 2020-64

A Resolution to the Wisconsin Economic Development Corporation in Support of a Community Development Investment Grant for World Class Precision Products in the Town of Bayfield

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, World Class Precision Products, 36600 County Road J North, Bayfield Wisconsin, 54814 has proposed to purchase the building they currently lease and continue their manufacturing business in Bayfield County. Funds will be used for building and infrastructure development to continue the manufacturing presence in Bayfield County; and

WHEREAS, the proposed redevelopment of the World Class facility will support the quality of life and economic health of the Town of Bayfield and Bayfield County; and

WHEREAS, the proposed redevelopment of the facility is supported by both Bayfield County and Impact Seven, current leaseholders, through a reduced lease to own agreement, and

WHEREAS, the County seeks to assist the World Class in obtaining the Community Development Investment Grant as the County cannot help facilitate the development of the property in any further manner.
NOW THEREFORE BE IT RESOLVED, that the Bayfield County Board of Supervisors assembled this 30th day of June, 2020, do hereby authorize the submission of an application for a Community Development Investment Grant to the WEDC for the real property located at 36600 County Road J North, Bayfield Wisconsin 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.

By Action of the
Bayfield County Board of Supervisors

____________________

Dennis M. Pocernich, Chairman

STATE OF WISCONSIN  )
COUNTY OF BAYFIELD  )

I, Scott S. Fibert, Bayfield County Clerk, hereby certify that the foregoing is a true and correct copy of Resolution No. 2020-64, Volume 28, adopted by the Bayfield County Board of Supervisors at their meeting held on the 30th day of June, 2020.

____________________

Scott S. Fibert, Bayfield County Clerk
No. 2020-____

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:

The Zoning of Jason Hieb & Renee Maki (4) parcels.

Parcel #1 is a 1.65-acre parcel (Tax ID# 18830); described as Lot 4, Bear Paw Acres in Doc #2019R-576574, Section 10, Township 47 North, Range 9 West, Town of Hughes, Bayfield County, WI.

Parcel #2 is a 2.26-acre parcel (Tax ID #18831); described as Lot 5, Bear Paw Acres in Doc #2019R-576574 Section 10, Township 47 North, Range 9 West, Town of Hughes, Bayfield County, WI.

Parcel #3 is a 2.09-acre parcel (Tax ID# 18836); described as Lot 10, Bear Paw Acres in Doc #2019R-576574, Section 10, Township 47 North, Range 9 West, Town of Hughes, Bayfield County, WI.

Parcel #4 is a 2.06-acre parcel (Tax ID# 18837); described as Lot 11, Bear Paw Acres in Doc #2019R-576574, Section 10, Township 47 North, Range 9 West, Town of Hughes, Bayfield County, WI.

Rezone from Residential-One (R-1) to Residential-Recreational Business.

The Bayfield County Planning and Zoning Committee recommendation is:

☐ Be Approved
X Be Approved with modification
☐ Be Disapproved.

MODIFICATION: The Planning and Zoning Committee recommends ONLY Parcel #1 (Tax ID# 18830) be rezoned.

Date: May 21, 2020

BAYFIELD COUNTY PLANNING AND ZONING COMMITTEE

__________________________  ______________________________
Brett Rondeau              Charly Ray

__________________________  ______________________________
Jeff Silbert               Fred Strand

__________________________
David Zepczyk

Attached: Copy of Certified Mailing Receipts
Ordinance

No. 2020—

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 change district
boundaries; and

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

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

The Zoning of Jason Hieb & Renee Maki (4) parcels.

Parcel #1 is a 1.65-acre parcel (Tax ID #18830); described as Lot 4, Bear Paw Acres in Doc
#2019R-576574, Section 10, Township 47 North, Range 9 West, Town of Hughes, Bayfield
County, WI.

Parcel #2 is a 2.26-acre parcel (Tax ID #18831); described as Lot 5, Bear Paw Acres in Doc
#2019R-576574 Section 10, Township 47 North, Range 9 West, Town of Hughes, Bayfield
County, WI.

Parcel #3 is a 2.09-acre parcel (Tax ID #18836); described as Lot 10, Bear Paw Acres in Doc
#2019R-576574, Section 10, Township 47 North, Range 9 West, Town of Hughes, Bayfield
County, WI.

Parcel #4 is a 2.06-acre parcel (Tax ID # 18837); described as Lot 11, Bear Paw Acres in Doc
#2019R-576574, Section 10, Township 47 North, Range 9 West, Town of Hughes, Bayfield
County, WI.

Rezone from Residential-One (R-1) to Residential-Recreational Business.

The Planning and Zoning Committee recommends ONLY Parcel #1 (Tax ID #18830)
be rezoned.

The Bayfield County Board of Supervisors decision is:

☐ Be Approved
☐ Be Approved with modification
☐ Refer back to Planning and Zoning with directions as
  stated/noted and return for enactment or rejection
☐ Be Disapproved

By Action of the
BAYFIELD COUNTY BOARD OF SUPERVISORS

Attested to by:

Dennis M. Pocernich, Bayfield County Chair
State of Wisconsin }

Bayfield County }

§

I, Scott S. Fibert, Bayfield County Clerk, hereby certify that the foregoing is a true and correct copy of Amendatory Ordinance No. 2020-_____ of Volume _____, adopted by the Bayfield County Board of Supervisors at their meeting held on the _____ day of _______________, 2020.

__________________________
Scott S. Fibert, Bayfield County Clerk

Map, Certified Mailing Receipts, & P & Z Committee Motions Attached

Date Published: ____________________
OFFICE OF THE BAYFIELD COUNTY CLERK

TO THE VOTERS OF BAYFIELD COUNTY:

Notice is hereby given of a special partisan election to be held in the 5th Congressional District which is comprised of the following municipalities in Bayfield County:

Information to Voters

Upon entering the polling place, a voter shall state his or her name and address, show an acceptable form of photo identification and sign the poll book before being permitted to vote. A voter shall not have been convicted of a felony, the voter shall be at least 18 years of age and a resident of the county on the date of the election. Absentee ballots may be obtained for a voter who is not in the county, is an immediate family member of an election officer or an immediate family member of a person entitled to vote in the election. A voter may vote only once and only at the polling place where he or she is registered. The voter will place his or her vote in the ballot box. The ballot box shall be locked when not in use and unlocked only for the purpose of counting the votes. Absentee ballots shall have the same form, style and content as the ballots to be used at the polling place.

Where Absentee Voting is used

The voter may fill in the oval to connect the arrow next to the name of the candidate the voter wishes to vote for or fill in the oval to connect the arrow next to the name of the ballot issue.

When using an electronic ballot-marking device ("e-vote"), the voter shall select the candidate of his or her choice. To mark for a person whose name does not appear on the list, the voter shall mark the oval at the end of the person's name and write the name of the person on the blank space provided for write-in votes.

Special Ballots

If a voter fills in a paper or optical scan ballot, on the back of the ballot the voter may indicate any additional information necessary for the purpose of counting the votes.

After Voting the Ballot

After an approved optical scan ballot is marked, it shall be inserted in the security device, as the machine does not show the vote. The voter shall then insert the ballot in the voting device and the ballot will be counted. The ballot will be counted at the same time as the regular mail ballots. The voter should be aware that any image of the ballot is not being transmitted to the county. The voter will receive a receipt for his or her vote. The ballot will be counted at the same time as the regular mail ballots.

The following is a sample of the official ballot:

SIXTH PENSENSO

CLASSIFIED

STATE OF WISCONSIN, COUNTY OF BAYFIELD, 3RD JUDICIAL DISTRICT

Amended notice to creditors for business impairments (general advertisement notice) is hereby published.

In the matter of the Estate of Thomas J. Espitello, Deceased.

TO ALL INTERESTED PARTIES, including creditors, legatees, devisees, and others having a legal or equitable interest in the estate of the person named above, notice is hereby given that the personal representative thereof has filed an application for the sale of real and personal property as set forth in the Petition of Sale and Appraisement filed in the Circuit Court for the County of Bayfield, State of Wisconsin, on this 4th day of May, 2020.

This notice is published as required by the Wisconsin Statutes on May 4, 2020.

Respectfully submitted,

[Signature]

Petitioner

[Address]

[Phone Number]

[Email]

[Date]

[County Court, Wisconsin]
BAYFIELD COUNTY PLANNING AND ZONING COMMITTEE
PUBLIC HEARING AND PUBLIC MEETING
MAY 21, 2020

Public Hearing:

Jason Hieb / Renee Maki (Hughes) – rezone 4 parcels from R-1 to R-RB [Parcel #1 is a 1.65-acre parcel (Tax ID# 18830); described as Lot 4, Bear Paw Acres in Doc #2019R-576574. Parcel #2 is a 2.26-acre parcel (Tax ID #18831); described as Lot 5, Bear Paw Acres in Doc #2019R-576574. Parcel #3 is a 2.09-acre parcel (Tax ID# 18836); described as Lot 10, Bear Paw Acres in Doc #2019R-576574. Parcel #4 is a 2.06-acre parcel (Tax ID# 18837); described as Lot 11, Bear Paw Acres in Doc #2019R-576574 all in Section 10, Township 47 North, Range 9 West, Town of Hughes, Bayfield County, WI]

Jason Hieb & Renne Maki, both spoke in support stating they would like to rezone to be able to build a mini-storage unit.

Discussion ended.

Business:

Jason Hieb / Renee Maki (Hughes) – rezone 4 parcels from R-1 to R-RB [Parcel #1 is a 1.65-acre parcel (Tax ID# 18830); described as Lot 4, Bear Paw Acres in Doc #2019R-576574. Parcel #2 is a 2.26-acre parcel (Tax ID #18831); described as Lot 5, Bear Paw Acres in Doc #2019R-576574. Parcel #3 is a 2.09-acre parcel (Tax ID# 18836); described as Lot 10, Bear Paw Acres in Doc #2019R-576574. Parcel #4 is a 2.06-acre parcel (Tax ID# 18837); described as Lot 11, Bear Paw Acres in Doc #2019R-576574 all in Section 10, Township 47 North, Range 9 West, Town of Hughes, Bayfield County, WI]

Schierman stated the Town approved and noted that this would serve the Town well. There is one letter expressing concerns that there is nothing of value to rezoning these parcels and that it would be detrimental. Dave Gerdies (audio call) spoke in opposition with concerns about the community that this is a small rustic area and a mini-storage would ruin it.

Strand motioned to approve the rezone for parcel #18830 only. Silbert seconded. No further discussion. Motion carried 4/0
Dear Mark Abeles - Allison and Scholarship Committee,

Thank you for awarding me the Local Government Scholarship. I am glad I was able to attend both the Town and County meetings before COVID-19. I have learned a lot about local government from my neighbor, Jim Crandall. I really appreciate this award.

Sincerely,
Joe Tattle

Dear Mark Abeles - Allison and Scholarship Committee,

Thank you for the Local Government Scholarship. It was fun and interesting to attend my local town board meeting and the county board meeting, even if it did feel like the longest county board meeting ever. Thanks again!

Sincerely,
George Smith

oh, hello there.
June 10, 2020

Dear Sirs,

On behalf of the Red Cliff Tribal Ambulance Service, I would like to thank you for the $500 mini grant during the COVID Pandemic. We greatly appreciate the help!

Lynnette Hansen
EMS Director
Red Cliff Tribal Ambulance
Bayfield County Board,

On behalf of the Mason Area Ambulance Service I would like to thank you for the very generous donation of $500.00. This money will be used towards these trying times of the Covid Pandemic. We are constantly using cleaning wipes and disinfectant's on every call trying to keep all our Volunteers safe and trying to minimize the spread of this Virus. We are buying these items very frequently now and this will help with that. We also would like to thank you for thinking of us at these times. Volunteer EMT'S are getting very hard to come by these days and it's nice to know that people are actually thinking of us and what we are going through. This Virus sure is not helping the recruiting efforts, if was hard enough before this happened. We will do everything in our power down here in Mason to keep doing what we do best and that is to serve our communities when medical emergencies arise. Our numbers of calls the last few years have tripled and the Volunteers has dropped in half. This will be and is now a big concern and hopefully we can continue doing this to save every Municipality money by not hiring Full Time EMT'S to cover calls.

Again Thank You All!!

Mason Area Ambulance Service
Director

Joe Schick