

**Minutes of the
Bayfield County Board of Supervisors' Meeting**

June 30, 2020 6:00 p.m.

Bayfield County Board Room, Bayfield County Courthouse, Washburn, WI

The Bayfield County Board of Supervisors meeting was called to order at 6:00 p.m. by Bayfield County *Chairman*, Dennis Pocerlich. A roll call was taken by *County Accountant*- Kim Mattson, as follows: Dennis Pocerlich- present; Fred Strand- present; Steve Sandstrom-present; Mary Dougherty-present; Larry Fickbohm- present ; Charly Ray-present; Jeremy Oswald- present; Jeffrey Silbert-present, Thomas Snilsberg-present; Marty Milanowski-present; David Zepczyk-present; James Crandall-present; Brett Rondeau-present. Total: 13 present, 0 absent. A quorum was present to conduct business.

The following were also present for today's meeting: *County Administrator*- Mark Abeles-Allison; *Accountant*- Kim Mattson; *Bayfield County Child Support Administrator*-Jennifer Osmak (via Microsoft Teams); *Health Director*- Sara Wartman (via Microsoft Teams), and Mark Carriveau of Bayfield Wireless

3. **Pledge of Allegiance**; The Pledge of Allegiance was recited by all in attendance.
4. **Public Comment**; None
5. **Moment of Silence for John Blahnik, former County Board Supervisor**
6. **Public Health Update, COVID-19, Sara Wartman**: Sara updated the Board with recent COVID testing results from Iron River and Drummond. No new cases in Bayfield County.
7. **Bayfield County Resolution No. 2020-57; In Recognition and Appreciation of Bryan Paulsen for 27 years of commitment and service to the Sheriff's Office;**

WHEREAS, Bryan Paulsen has served Bayfield County with distinction, honor and dedication in the Sheriff's Office for over 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.

Motion by Rondeau, Zepczyk to approve Resolution No. 2020-57, in appreciation of Bryan Paulsen and his 27 years of service in the Bayfield County Sheriff's Department. Motion carried, 13-0

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;**
Jeremy Oswald thanked both officers for the 65 years of combined service and wished they were there to thank them.

WHEREAS, Daniel Clark has served Bayfield County with distinction, honor and dedication in the Sheriff's Office for over 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.

Motion by Rondeau, Oswald to approve Resolution No. 2020-58, in appreciation of Daniel Clark and his 38 years of service in the Bayfield County Sheriff's Department. Motion carried, 13-0.

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**

Jeremy Oswald thanked Nancy for her years of service in the different departments.

WHEREAS, Nancy Brown has served Bayfield County with distinction, honor and dedication in the Human Services, Veterans Services and Emergency Management,

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.

Motion by Oswald, Milanowski to approve Resolution No. 2020-59, in appreciation of Nancy Brown and her 29 years of service to Bayfield County. Motion carried, 13-0.

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.**

Jeremy Oswald thanked Mike for his years of service.

WHEREAS, Mike Gustafson has served Bayfield County with distinction, honor and dedication in the Highway Department,

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

Motion by Crandall, Milanowski to approve Resolution No. 2020-60, in appreciation of Mike Gustafson and his 30 years of service to Bayfield County. Motion carried, 13-0.

11. **Resolution, No 2020-61, Budget Amendment Authorizing NexGEN 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:

Increase Revenue	430-17-43522-010	by	\$ 76,900
Increase Transfer to CIP	100-00-59430-50820	by	\$ 53,100
Increase Transfer from Other Funds	430-70-49201	by	\$ 53,100
Increase Contractual Expenses	430-17-52605-50350	by	\$ 45,238
Increase Capital Equipment	430-17-52605-50810	by	\$ 50,000
Increase Capital Improvements	430-17-52605-50820	by	\$ 34,762
Decrease HRA	100-17-52101-50156	by	\$ 53,100

Motion by Silbert, Rondeau to approve Resolution No. 2020-61. A roll call was taken as follows: Sandstrom-yes, Dougherty-yes, Fickbohm-yes, Ray-yes, Oswald-yes, Silbert-yes, Pocernich-yes, Strand-yes, Snilsberg-yes, Milanowski-yes, Zepczyk, yes Crandall-yes, Rondeau-yes. (13-yes, 0-no) Motion carried.

12. Child Support Annual Report; Jennifer Osmak

Child Support Director Jennifer Osmak presented the mission statement, responsibilities, and successes of the department. She also presented the budget overview, goals, statistics, and new trends.

Motion by Rondeau, Zepczyk to receive and place on file. Motion carried, 13-0.

13. Discussion and Possible Action Regarding Bayfield Wireless Maple Hill Tower Agreement and Bayfield Wireless Annual Report.

Mark Carriveau presented the Bayfield Wireless Annual Report. The majority of the year was spent building infrastructure. The new goal is to expand from there and reach the communities.

Motion by Rondeau, Oswald to receive and place on file. Motion carried, 13-0.

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**
13. **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.

26. **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.

27. **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).
28. **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.
29. **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.
30. **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.
31. **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.
32. **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.
33. **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.

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.

A Motion by Silbert, Sandstrom to approve the Maple Hill Tower Lease Agreement. Motion carried, 13-0

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

Ann Bertolucci was recommended for appointment to the ADRC Committee.

A Motion by Crandall, Rondeau to approve appointment of Bertolucci to the Human Services ADRC Committee. Motion Carried, 13-0.

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

Larry explained the Woodland Enhanced Health Services Commission.

A Motion by Strand, Milanowski to appoint Fickbohm to the Woodland Enhanced Health Services Commission. The Motion Carried, 13-0.

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

Brett Rondeau left the meeting at 7:31 p.m.

A Motion was made by Milanowski, Zepczyk to approve the Resolution 2020-62 supporting an application for funding through the Wisconsin Department of Transportation TEA Grant Program on County Highway E. The Motion Carried, 12-0

17. **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.

A Motion was made by Strand, Sandstrom to approve the Resolution 2020-63 supporting an application for a Focus on Energy SAVE TO GIVE, Pilot Energy Efficiency Grant for Residential Customers. Motion carried, 12-0

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.**

WHEREAS, the Wisconsin Economic Development Corporation (WEDC) accepts applications for a Community Development Investment Grant to assist with the funding off 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.

A Motion was made by Crandall, Milanowski to approved Resolution 2020-64, a Resolution to the Wisconsin Economic Development Corporation in Support of community Development Investment Grant for World Class Precision Products in the Town of Bayfield. The motion carried.

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.**

Fred updated the Board regarding the rezoning. Silbert explained how the original application was for 4 parcels, was decreased to 1 parcel for the building of the storage building.

A Motion was made by Strand, Zepczyk to receive Bayfield County Planning and Zoning Committee No 2020-05 Petition to amend the Bayfield County Zoning Ordinance regarding the Zoning of parcel #1 Jason Hieb and Renee Maki parcels in the Town of Hughes from Residential 1 (R1) to Residential-Recreation Business and place on file. The motion carried. Yeas 11, Nays 1 Fickbohm

20. **Bayfield County Ordinance No. 2020-08; 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.**

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**

A Motion was made by Strand, Silbert to approve Bayfield County Planning and Zoning Committee No 2020-05 amending Jason Hieb and Renee Maki Parcel #1 in the Town of Hughes from Residential 1 (R1) to Residential-Recreation Business and place on file. The motion carried. Yeas 11, Nays 1 Fickbohm

21. Bayfield County Administrator's Report:

- a. Youth Scholarship Program Report
Received Thank you notes from Joe Tuttle and George Tuttle for the scholarships.
- 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
Most employees will return to the Courthouse on July 6, transition is going smoothly
- d. COVID-19 Financial Update
Health Department has been approved for COVID funding. Between that and the Roads to Recovery, the County should be reimbursed about \$500,000
- e. Census 2020
Some of Bayfield's less populated areas have not completed the census.
- f. Thank-you cards
Received Thank-you cards from Red Cliff Tribal ambulance service and Mason area ambulance service for the county EMS contributions.

22. Supervisors' Reports; None

23. Future Agenda Items; None identified.

24. Adjournment.

There being no further business to come before the Bayfield County Board of Supervisors', *Chair* Pocerlich adjourned the meeting at 7:53 pm

Respectfully submitted,

Scott S. Fibert

Scott S. Fibert, *Bayfield County Clerk*
SSF/kmm