CHIPPEWA COUNTY

EXECUTIVE COMMITTEE

REGULAR MEETING

SEPTEMBER 6, 2022

CHIPPEWA COUNTY COURTHOUSE, RM 302

4:00 PM

1. CALL TO ORDER

Chair Gullickson called the meeting to order at 4:00 p.m.

2. ROLL CALL

Attendee Name	Organization	Title	Status	Arrived
Dean Gullickson	Chippewa County	District 5 (Chair)	Present	
Ken Schmitt	Chippewa County	District 3 (Vice-Chair)	Present	
Harold Steele	Chippewa County	District 2	Present	
Glen Sikorski	Chippewa County	District 6	Present	
Jason Bergeron	Chippewa County	District 7	Present	

Others Present: Randy Scholz, Traci Bremness, Lori Zwiefelhofer, Andy Bauer, Toni Hohlfelder, Todd Pauls, Larry Ritzinger

3. MEMBERS OF THE PUBLIC WISHING TO BE HEARD

4. CONSENT AGENDA

Motion (Steele/Sikorski) to pull the August 16, 2022 minutes from consent agenda to discuss them separately. Motion carried 5-0.

Steele clarified that he asked a specific question at the last meeting about carbon credits and he wanted that included in the minutes.

Motion (Steele/Sikorski) to amend and add “Supervisor Steele asked if participating in this program would affect the public utilization of the county forest and Hanson said no”. Motion carried 5-0.

Motion (Bergeron/Steele) to approve all consent agenda items as amended. Motion carried 5-0.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jason Bergeron, District 7
SECONDER:	Harold Steele, District 2
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron

1. Approve the Agenda

2. Approve the Minutes

   Executive Committee - Regular Meeting - Aug 16, 2022 4:00 PM

3. Schedule Next Meeting Date

Special Meeting - September 13, 2022 - 5:00 pm

Regular Meeting - September 20, 2022 - 4:00 pm

5. REPORTS

6. BUSINESS ITEMS

1. Draft Resolution Awarding the Sale of $3,000,000 General Obligation Promissory Notes – Randy Scholz/Brad Viegut
Scholz explained they had the Moody's rating call last week and we received the same Aa1 rating. This resolution is the next step in the process and will need a simple majority vote.

Steele commented that we received a large amount of ARPA money that we didn't plan for and he doesn't understand why we don't use some of those funds instead of borrowing so much. Why is bonding better? Scholz explained we are trying to use bonding funds to help us stay ahead on our roads. Also, if we don't borrow that means we would need to cut $1.8 million of levy from somewhere else in our operational budget. Scholz commented that his hope is when we get through utilizing the ARPA funds and the BIL funds the roads should be in good shape, but then the county will need to decide how to maintain them and what rating we want to keep them at.

Zwiefelhofer explained that $800,000 of the bonding funds are for the Cobban Bridge project and the rest is for roads. Right now, we are at $1.6 million for highway and the goal is to give them less funds in 2024 but they are getting ARPA funds so that will offset the difference. The Department of Revenue only allows us to increase our levy limit by net new construction and debt limit. Therefore, if we didn't have debt then we would need to cut levy someplace. The levy limits tie our hands for future years.

Zwiefelhofer also explained we won't know the interest rates until next Tuesday when they lock it in. When Brad Viegut originally presented the initial resolution, he estimated rates at 3.00%. Last week they were at 2.98% so they are lower than estimated.

RESULT:	**FORWARD TO COUNTY BOARD [UNANIMOUS]**	**Next: 9/13/2022 6:00 PM**
MOVER:	Glen Sikorski, District 6	
SECONDER:	Jason Bergeron, District 7	
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron	

7. UPDATES, ANNOUNCEMENTS, AND CORRESPONDENCE

A. County Board Chair Report

1. Discuss Length of Meetings - Dean Gullickson
Gullickson explained this item was requested by Supervisors at a prior meeting. At the last meeting the committee briefly discussed concerns with how long some of our meetings have been lasting. He wanted to make sure everyone was comfortable with where the discussion was left. The committee was supportive of calling a special meeting, if needed, in order to balance the agenda items and length of the meetings. The committee was also supportive with rearranging the County Board

agenda, if/when needed, to move the business items before reports. This would be done on an as needed basis rather than making any permanent changes.

RESULT:	**DISCUSSED**

B. County Administrator Operation Report

1. Preliminary Review of County Administrator 2023 Proposed Budget - Randy Scholz
Scholz provided a preliminary review of the 2023 budget. The preliminary budget has a decrease of the tax rate from $3.10/1,000 to $2.72/1,000. It also increases the difference to the County's allowable tax levy from $31,095 to $85,136. The final proposed budget will be presented to the Executive Committee on October 4, 2022.

RESULT:	**REVIEWED**	**Next: 9/13/2022 6:00 PM**

2. Update on Public Firearms Range Closure and Clean Up - Randy Scholz
Scholz reviewed the memo in the agenda packet and commented that we have a very slim chance at receiving any DNR grant funds because they are so competitive. Also, we would need to give the range to the township in order to be eligible for grant funds. Therefore, there will not be any DNR grant funds available. The RFP did go out last week for the environmental study. He received one call today from someone interested.

Ritzinger explained they have inventoried the surplus property at the range and they are still determining what to do with it. The goal is to get it cleaned out so it's ready when they need to do testing and remediation.

RESULT:	**REVIEWED**	**Next: 9/13/2022 6:00 PM**

8. AGENDA ITEMS FOR FUTURE CONSIDERATION

Bergeron would like an update from the broadband companies on the ARPA funding. Scholz commented the companies are required per contract to provide a report to the County Board in December.

9. ADJOURN

The meeting adjourned at 4:54 p.m.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Ken Schmitt, District 3 (Vice-Chair)
SECONDER:	Harold Steele, District 2
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron

CHIPPEWA COUNTY

EXECUTIVE COMMITTEE

REGULAR MEETING

AUGUST 16, 2022

CHIPPEWA COUNTY COURTHOUSE, RM 302

4:00 PM

1. CALL TO ORDER

Chair Gullickson called the meeting to order at 4:00 p.m.

2. ROLL CALL

Attendee Name	Organization	Title	Status	Arrived
Dean Gullickson	Chippewa County	District 5 (Chair)	Present	
Ken Schmitt	Chippewa County	District 3 (Vice-Chair)	Present	
Harold Steele	Chippewa County	District 2	Present	
Glen Sikorski	Chippewa County	District 6	Present	
Jason Bergeron	Chippewa County	District 7	Present	

Others Present: Randy Scholz, Traci Bremness, Deb Blevins, Lynda Schweikert, Matt Hanson, Lori Zwiefelhofer, Todd Pauls, Andy Bauer, Toni Hohlfelder

3. MEMBERS OF THE PUBLIC WISHING TO BE HEARD

4. CONSENT AGENDA

The special meeting on September 13th will start at 5:00 p.m.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Ken Schmitt, District 3 (Vice-Chair)
SECONDER:	Glen Sikorski, District 6
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron

1. Approve the Agenda

2. Approve the Minutes

   Executive Committee - Regular Meeting - Aug 2, 2022 4:00 PM

3. Schedule Next Meeting Date

   Regular Meeting - September 6, 2022 - 4:00 pm

   Special Meeting - September 13, 2022 - 5:00 pm

5. REPORTS

1. Chippewa County Forest Carbon Credit Opportunity – Randy Scholz/Matt Hanson/Josh Strauss

Scholz commented that he's been discussing this opportunity with other administrators around the state for a while now. He asked Hanson to look into it and give a report to the committee and County Board.

Hanson reviewed the presentation on file. The estimated revenue Chippewa County would receive is $5,121,201 and the monitoring endowment is $312,508. The company Anew will receive a percentage of what we make. Therefore, if we make more then they make more. The initial contract with Bluesource is for 10 years. However, there is a 40-year contractual commitment to the American Carbon Registry to maintain the baseline.

Sikorski asked where the revenue would go and commented that he would like a small portion to go to the towns. Scholz commented the County Board will decide where the funds go when the resolution comes forward. His recommendation is that we use these funds for environmental purposes. Hanson commented there is no requirement to share the revenue with the towns like there is with timber sales, unless the County decides to do that. He also clarified the County already goes above and beyond with the amount we give the towns for timber sales. Hanson commented that if the County decides to participate in this program, it won't affect the use of timber sales unless the price of carbon outweighs what we get by harvesting trees and that would be a decision for the LCFM Committee to make.

Supervisor Steele asked if participating in this program would affect the public utilization of the county forest and Hanson said no.

This report will go to the County Board on September 13th. Then a resolution to participate in the program will go to LCFM Committee, Executive Committee and County Board later this fall.

RESULT:	**REVIEWED**	**Next: 9/13/2022 6:00 PM**

6. BUSINESS ITEMS

1. Resolution to Disallow Claim of Gregory Stohr - Deb Blevins
Blevins gave an overview of the claim and explained it is the recommendation of WMMIC, our liability insurance carrier, that we disallow the claim.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jason Bergeron, District 7
SECONDER:	Glen Sikorski, District 6
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron

2. Ordinance to Amend Section 2-60 of the Chippewa County Code of Ordinances Regarding Meetings of the County Board - Randy Scholz
Scholz explained this ordinance does two things. It sets the budget meeting as the first Thursday in November which is a conflict with state statute language. This will also remove the appointments from under Consent Agenda to a separate section. This will allow a chance to talk on the item and introduce a person, if needed, before the vote. Steele likes this change because it allows a chance to speak on the item before taking action.

Gullickson mentioned at the last meeting a suggestion was made to possibly change the order of the agenda and move reports after business items. This is the same section of the ordinance that would need to be amended if we did that. The committee discussed it and agreed to leave the order as is and adjust it if needed based on an individual meeting rather than making a permanent change. The committee also supported having a special County Board meeting, if/when needed, to keep the length of the meetings shorter.

RESULT:	**FORWARD TO COUNTY BOARD [UNANIMOUS]**	**Next: 9/13/2022 6:00 PM**
MOVER:	Ken Schmitt, District 3 (Vice-Chair)	
SECONDER:	Harold Steele, District 2	
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron	

7. UPDATES, ANNOUNCEMENTS, AND CORRESPONDENCE

A. County Board Chair Report

B. County Administrator Operation Report

8. AGENDA ITEMS FOR FUTURE CONSIDERATION

Steele commented our water source is getting worse and now there is blue green algae on Lake Holcombe.

9. ADJOURN

The meeting adjourned at 4:52 p.m.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Harold Steele, District 2
SECONDER:	Glen Sikorski, District 6
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron

STATEMENT OF EXPLANATION

Resolution No. 45 - 22

RES. 45-22: RESOLUTION AWARDING THE SALE OF $3,000,000 GENERAL OBLIGATION PROMISSORY NOTES

Approval of this resolution authorizes the sale of general obligation promissory notes to evidence the borrowing of $3,000,000 authorized by the County Board at the June 14, 2022 County Board meeting. Approval of this resolution requires a simple majority of a quorum of the County Board.

Resolution No. 45 - 22

RES. 45-22: RESOLUTION AWARDING THE SALE OF $3,000,000 GENERAL OBLIGATION PROMISSORY NOTES

WHEREAS, on June 14, 2022, the County Board of Supervisors of Chippewa County, Wisconsin (the "County") adopted, by a vote of at least ¾ of the members-elect, an initial resolution authorizing the issuance of general obligation promissory notes in an amount not to exceed $3,000,000 for the public purpose of paying the cost of the construction and improvement of highways (the "Project") (the above-referenced initial resolution is referred to herein as the "Initial Resolution"); and

WHEREAS, on June 14, 2022, the County Board of Supervisors of the County also adopted a resolution providing that the general obligation promissory notes authorized by the Initial Resolution be issued and sold as a single issue of notes designated as "General Obligation Promissory Notes" (the "Notes") for the purpose of paying the cost of the Project; and

WHEREAS, the County Board of Supervisors hereby finds and determines that the Project is within the County's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes; and

WHEREAS, counties are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes; and

WHEREAS, none of the proceeds of the Notes shall be used to fund the operating expenses of the general fund of the County or to fund the operating expenses of any special revenue fund of the County that is supported by the property taxes; and

WHEREAS, it is the finding of the County Board of Supervisors that it is necessary, desirable and in the best interest of the County to sell the Notes to Robert W. Baird & Co. Incorporated (the "Purchaser"), pursuant to the terms and conditions of its note purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal");

NOW, THEREFORE BE IT RESOLVED by the County Board of Supervisors of the County that:

Section 1. Sale of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of THREE MILLION DOLLARS ($3,000,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to execute an acceptance of the Proposal on behalf of the County. To evidence the obligation of the County, the Chairperson and County Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the County, the Notes aggregating the principal amount of THREE MILLION DOLLARS ($3,000,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of $3,000,000; shall be dated October 4, 2022; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on February 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on February 1, 2023. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on February 1, 2030 are subject to redemption prior to maturity, at the option of the County, on February 1, 2029 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years 2022 through 2029 for the payments due in the years 2023 through 2030 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the County shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the County and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the County for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the County then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the County, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the County may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, dated October 4, 2022" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the County above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the County, unless the County Board of Supervisors directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the County and disbursed solely for the purpose or purposes for which borrowed. In no event shall monies in the Borrowed Money Fund be used to fund operating expenses of the general fund of the County or of any special revenue fund of the County that is supported by property taxes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the County, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The County represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The County further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The County further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The County Clerk or other officer of the County charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the County certifying that the County can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The County also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the County will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the County Clerk or the County Treasurer (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Notes. The County shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Chairperson and County Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The County shall cooperate in any such transfer, and the Chairperson and County Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the County at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the County Clerk or other authorized representative of the County is authorized and directed to execute and deliver to DTC on behalf of the County to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the County Clerk's office.

Section 16. Official Statement. The County Board of Supervisors hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the County in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate County official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The County Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The County hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the County to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Chairperson and County Clerk, or other officer of the County charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County's Undertaking.

Section 18. Record Book. The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the County are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and County Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Forwarded to the County Board by the Executive Committee.

EXHIBIT A

<u>Note Purchase Proposal</u>

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

EXHIBIT B-1

Pricing Summary

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

EXHIBIT C

(Form of Note)

	UNITED STATES OF AMERICA	
REGISTERED	STATE OF WISCONSIN	DOLLARS
NO. R-___	CHIPPEWA COUNTY	$_______
	GENERAL OBLIGATION PROMISSORY NOTE	

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
February 1, _____	October 4, 2022	____%	______

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _______________________ THOUSAND DOLLARS ($__________)

FOR VALUE RECEIVED, Chippewa County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on February 1, 2023 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the County Clerk or the County Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of $3,000,000, all of which are of like tenor, except as to denomination, maturity date and redemption provision, issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purpose of paying the cost of the construction and improvement of highways, as authorized by resolutions adopted on June 14, 2022 and September 13, 2022. Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

The Notes maturing on February 1, 2030 are subject to redemption prior to maturity, at the option of the County, on February 1, 2029 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the County Board of Supervisors as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the County kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the County appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney.

Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and County may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of $5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, Chippewa County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Chairperson and County Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CHIPPEWA COUNTY, WISCONSIN

By: ________________________________
Dean Gullickson
Chairperson

(SEAL)

By: ________________________________
Jaclyn J. Sadler
County Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

____

(Name and Address of Assignee)

____

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _______________________________________, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ______________________

Signature Guaranteed:

______________________________ (e.g. Bank, Trust Company or Securities Firm)

_________________________________ (Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

____

(Authorized Officer)

FINANCIAL IMPACT:

The fiscal impact will be the repayment of the $3,000,000 borrowed plus interest. The interest rate will be locked in prior to the County Board meeting on September 13, 2022. The estimated levy impact is $0 as all principal and interest for this bond issue will be funded from Sales Tax proceeds.

09/6/2022	**Executive Committee**	
RESULT:	**FORWARD TO COUNTY BOARD [UNANIMOUS]**	**Next: 9/13/2022 6:00 PM**
MOVER:	Glen Sikorski, District 6	
SECONDER:	Jason Bergeron, District 7	
AYES:	Gullickson, Schmitt, Steele, Sikorski, Bergeron	

Approved as to Form:

Todd A. Pauls
Todd A. Pauls, Corporation Counsel 8/24/2022

Lori Zwiefelhofer
Lori Zwiefelhofer, Finance Director 8/24/2022

Randy B. Scholz
Randy B. Scholz, County Administrator 8/24/2022

STATEMENT OF EXPLANATION
DISCUSS LENGTH OF MEETINGS - DEAN GULLICKSON

TO: Executive Committee

FR: Dean Gullickson

RE: Discuss Length of Meetings

This item was requested by Supervisors at a prior meeting. At the last meeting the committee briefly discussed the concerns with how long some of our meetings have been lasting. I wanted to make sure everyone was comfortable with where the discussion was left. The committee was supportive of calling a special meeting, if needed, in order to balance the agenda items and length of the meetings. The committee was also supportive with rearranging the County Board agenda, if/when needed, to move the business items before reports. This would be done on an as needed basis rather than making any permanent changes.

CHIPPEWA COUNTY Est. 1848 WISCONSIN

Department of Administration

Randy B. Scholz, County Administrator

August 19, 2022

TO: Executive Committee

FR: Randy Scholz

Preliminary information as of 08/19/2022 does not include final numbers from state shared revenue.

RE: **Preliminary** Review of County Administrator 2023 Proposed Budget

I wanted an opportunity to provide you with a preliminary review of the FY23 budget that I will be recommending to the Executive Committee on October 4, 2022 and to the County Board on November 3, 2022.

Over the last couple of weeks the Finance Director and I have met individually with all Department Heads to review the department budgets for additional savings and efficiencies. At this time I feel that we have a pretty good idea on where the budget is coming in at. We are still waiting for the shared revenue numbers from the state, therefore I want to emphasize that this information is still preliminary and is subject to change until I provide my final recommendation to the Executive Committee on October 4th.

The table below shows the amount of tax rate change from 2022 to the preliminary proposed 2023 tax rate. The tax rate is calculated by taking (tax Levy ÷ equalized value x 1,000 = tax rate).

Tax Rate				
	2022	**2023**	**Difference**	**% Change**
Equalized Value/1,000	6,662,368,300	7,699,372,900	1,037,004,600	15.57%
Tax Rate	3.10	2.72	(0.38)	(12.20%)
Tax Levy	20,638,711	20,941,066	302,355	1.46%

The table below compares the 2022 levy to the preliminary proposed 2023 levy. It also shows the maximum allowable levy for both years. Currently the FY23 Preliminary County Administrator Proposed Budget has a **decrease of the tax rate** from $3.10/1,000 to **$2.72/1,000**. It also **increases** the difference to the County's **allowable tax levy** from **$31,095.00 to $85,136.00**. (Remember that we are trying to maintain some funds in the allowable tax levy for the implementation of the Market Analysis in 2024.)

Maximum Allowable Levy by State				
	Tax Levy	**Maximum Allowable**	**Difference**	**% Difference Available to Max**
2022	20,638,711.00	20,669,806.00	31,095.00	.15%
2023	20,941,066.00	21,026,202.00	85,136.00	.41%
Percentage Change	**1.46%**	**1.72%**	**173.79%**	

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Page 2

The table below shows the departments that tax levy is allocated towards in the County Administrator Proposed Budget.

Preliminary CA Proposed (Tax Levy by Department) 08/19/2022				
	2022 Tax Levy	**2023 Tax Levy**	**Tax Levy Incr/(Decr)**	**Percentage Change**
ADRC & Aging	35,047	34,196	(851)	-2.43%
DHS	2,540,636	2,581,487	40,851	1.61%
CJS	341,553	352,517	10,964	3.21%
County Admin	343,647	352,875	9,228	2.69%
County Clerk	196,424	199,742	3,318	1.69%
Corp Counsel	370,126	381,656	11,530	3.12%
Courts	701,099	712,727	11,628	1.66%
Child Support	68,540	68,540	-	0.00%
District Attorney	652,763	657,427	4,664	0.71%
Emerg Mgmt	208,223	183,223	(25,000)	-12.01%
Extension	290,784	278,784	(12,000)	-4.13%
Facilities & Parks	1,627,892	1,685,169	57,277	3.52%
Finance	406,429	433,070	26,641	6.55%
Human Resources	358,923	352,786	(6,137)	-1.71%
Highway	4,204,498	4,254,961	50,463	1.20%
Information Tech	895,304	907,163	11,859	1.32%
Land Conservation	239,538	239,538	-	0.00%
Public Health	802,187	808,860	6,673	0.83%
Probate	183,627	188,544	4,917	2.68%
Register of Deeds	(130,733)	(130,733)	-	0.00%
Sheriff - Admin	927,198	940,891	13,693	1.48%
Sheriff - Invest	668,016	694,873	26,857	4.02%
Sheriff - Jail	2,860,072	2,880,537	20,465	0.72%
Sheriff - Patrol	2,339,539	2,330,721	(8,818)	-0.38%
Sheriff - Telec	1,306,104	1,339,952	33,848	2.59%
Treasurer	(159,055)	(145,566)	13,489	8.48%
Veterans	215,630	215,630	-	0.00%
Zoning	428,382	428,382	-	0.00%
County Board	181,680	181,680	-	0.00%
General County	(4,285,810)	(4,399,697)	(113,887)	-2.66%
Facilities (Other)	44,374	46,374	2,000	4.51%
Budget Adjust	175,000	242,500	67,500	38.57%
Insurances	322,400	372,400	50,000	15.51%
Coroner	106,265	106,265	-	0.00%
Housing	1,150	1,150	-	0.00%
Total Operational Levy	**19,467,452**	**19,778,624**	**311,172**	**1.60%**
Excluded from Levy Limits				
Libraries	902,109	1,001,868	99,759	11.06%
County Aid Bridge	269,150	160,574	(108,576)	-40.34%
TOTAL LEVY	**20,638,711**	**20,941,066**	**302,355**	**1.46%**

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The table below shows the new positions that the County Board or the County Administrator has already approved for the 2023 budget or to be approved at a future meeting. All of the positions listed below are currently included in the County Administrator FY23 Preliminary Proposed Budget and are reflected in the numbers indicated above.

Summary of New Positions Recommended by the County Administrator

The positions listed below have already been approved by the County Board or are pending approval for incorporation into the FY22/FY23 budget

Description	Department	Budget Process or Mid-Year	County Board Meeting	Comments
Administrative Assistant (Full-time)	Extension	FY22 Mid-Year	Res. 09-22 03/08/2022	Eliminated FT Admin Assist position in Extension & made it a State of WI .80 position.
Social Workers (2) (CLTS) NW Crisis Positions (Full-time)	Human Services	FY22 Mid-Year	Res. 16-22 06/14/2022	Created 2 positions. One will be filled now and the other will be held in abeyance until a caseload is available. Funded by Medicaid.
Social Worker Recovery & Wellness Consortium (Full-time)	Human Services	FY22 Mid-Year	Res. 17-22 06/14/2022	We previously contracted with Northwest Connections for 1.5 FTE. Adding this position will bring the service in-house and will save the County $61,134.
Options Counselor (Part-Time)	Human Services – ADRC	FY22 Mid-Year	Res. 36-22 08/09/2022	Increasing an LTE position to part-time (1,500 hours)
Social Workers (3) CCS (Full-Time)	Human Services	FY23 Budget	Res. 39-22 08/09/2022	Created 3 positions and will fill them as needed based on waitlist. Funded by Medicaid CCS and CLTS Waiver.
Social Worker CLTS (Full-Time)	Human Services	FY23 Budget	Res. 38-22 08/09/2022	Funded with Medicaid CCS and CLTS Waiver.
Clinician (Full-Time)	Human Services	FY23 Budget	Res. 35-22 08/09/2022	Position funded by Medicaid CCS.
Environmental Health Specialist (Full-Time)	Public Health	FY23 Budget	Res. 37-22 08/09/2022	Position will help run the Transient Non-Community Well Program through the DNR grant. Funded from TNC program and FSRL fees.

As I indicated before, this information is still preliminary and is subject to change until I provide my final recommendation to the Executive Committee on October 4th. The County Board budget hearing will be held on Thursday, November 3, 2022. If you have any questions or concerns you may contact me at any time.

Sincerely,

Randy B. Scholz
County Administrator

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rscholz@co.chippewa.wi.us
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CHIPPEWA COUNTY Est. 1848 WISCONSIN

Department of Administration

Randy B. Scholz, County Administrator

August 19, 2022

TO: Executive Committee

FR: Randy Scholz

RE: Update on Public Firearms Range Closure and Clean Up

On June 28, 2022, the County Board approved Resolution 30-22 to permanently close the Chippewa County Public Firearms Range & Training Facility and to approve the settlement offer between Chippewa County and Rooney Farms LLC, and Steven Jake Rooney. The range was permanently closed to any and all activity effective July 1, 2022.

On July 12, 2022, the County Board approved Resolution 31-22 to authorize the use of $1,000,000 of ARPA funds for the Public Firearms Range Project. The project includes any lead mitigation, soil contamination mitigation, and any environmental assessments that may be needed, along with any other costs related to closing the range during 2022-2024.

Since that time, I have been working with two individuals from the DNR to determine if there are any grant funds available to help with the cost of this project. Unfortunately, they indicated there are no grant funds available, only loans. They also stated the grant funds are extremely competitive and the DNR is required to expend all loan funds first before they can receive any more grant funds from the state. Therefore, it appears that we will be using only ARPA funding for this project.

I received a letter (see attached) dated August 11, 2022, from Jennifer Gihring, Federal Aid Coordinator, DNR Office of Management & Budget. The letter indicated Chippewa County "has satisfied terms of the Pittman-Robertson or County Conservation Aids grants". The Request for Proposal (RFP) went out the week of August 22-26. The purpose of the RFP is to get an Environmental Study completed on the Range property. The Study will let us know the extent of the clean up needed on the Rifle Range property.

The goal is to have the Study completed this fall/winter and start next spring with the complete clean up of the property.

Sincerely,

Randy Scholz

Randy Scholz
County Administrator

cc: Larry Ritzinger, Facilities & Parks Director

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

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

August 11, 2022

Randy Scholz
County Administrator
Chippewa County, WI
Via email: rscholz@co.chippewa.wi.us

Re: Tilden Shooting Range Confirmation of Grant Satisfaction

Dear Mr. Scholz,

Thank you for your letter dated July 5, 2022, regarding permanent closure of the Chippewa County Public Firearms Range & Training Facility (Range; i.e. Tilden Range; 10495 130th Ave, Bloomer, WI). DNR understands that the Chippewa County Board of Supervisors met on June 28, 2022 and approved Resolution 30-22 to permanently close the Range to any and all activity effective July 1, 2022, due to public safety considerations. I understand that the County did not make this decision in haste and invested extensive time, effort, and funds to investigate other options before choosing to close this range.

As discussed in detail below, the County has satisfied terms of the Pittman-Robertson or County Conservation Aids grants you received for the Tilden Range and has no further obligations to the Department or U.S. Fish and Wildlife Services associated with these grants. Please note that this clearance applies only to these grants and does not extend to any other grants, permits, regulations, or requirements that may apply to the Tilden range closure.

Federal Grant:
• W-144-S-32: Chippewa County Sheriff's Dept. Shooting Range
• Grant Period: 6/24/1997-6/30-1998
• Grant Program: Federal Pittman-Robertson (Hunter Education Subaccount)
• Grant Award: $130,800.00
• This Federal grant expired on June 30, 2022. As such, there are no further restrictions or requirements associated with grant W-144-S-32.

State Grant:
• CC-8078: Chippewa County Tilden Shooting Range Improvements
• Grant Period: 11/15/2006-6/30/2009
• Grant Program: Knowles-Nelson Stewardship, County Conservation Aids Program
• Grant Award $2,834.00
• See the enclosed letter for details.

Please reach out with any questions. I hope we have an opportunity to work with you in the future to develop facilities for Chippewa County residents and visitors to engage in safe recreational shooting sports.

Sincerely,

Jennifer Gihring
Federal Aid Coordinator
DNR Office of Management & Budget

Cc: April Dombrowski, DNR-RSOS
Chris Halbur, DNR-CFA
Steven Little, DNR Deputy Secretary
Bob Nack, DNR-RSOS
Bobbi Winebar, DNR-CFA

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
2984 Shawano Avenue
Green Bay WI 54313-6727

Tony Evers, Governor
Preston D. Cole, Secretary
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WISCONSIN DEPT. OF NATURAL RESOURCES

August 1, 2022

Randy Scholz
County Administrator
Chippewa County
711 N. Bridge St., Room 106
Chippewa Falls, WI 54729

Re: Chippewa County Tilden Shooting Range County Conservation Aids Grant# CC-8078

Dear Mr. Scholz,

Chippewa County received a County Conservation Aids grant for $2,834 on November 15, 2006, for improving the Tilden Public Shooting Range which included construction of safety earth berms, bullet catchers, and an eyebrow (CC-8078). Grant obligations in the County Conservation Aids program are based on the useful life of grant-funded enhancements. The useful life for this project is 20 years. There is approximately 28% of the useful life timeframe (June 28, 2022-November 15, 2026) left on this project which equates to $793.52 of the grant award.

Looking at the reimbursement that the county submitted on February 15, 2008, the expenses for the original project greatly exceeded the grant award. As such, the County has already made investments in the range that offset the $793.52 obligation referenced above. Further, based on the resolution that the county passed on June 28, 2022, the county anticipates a financial impact between $100,000 - $500,000 to close the firearms range. This closure of the range will include removal of the berms which would include lead reclamation activities. Due to the combination of prior investments and future costs associated with the lead reclamation activities, DNR finds that the county has satisfied requirements of the County Conservation Aids grant and can close the range with no further obligations from the County Conservation Aids grant program.

Sincerely,

Bobbi Winebar

Bobbi Winebar
Grant Program Manager

Department of Administration

Randy B. Scholz, County Administrator

July 5, 2022

Jennifer Gihring, Federal Aid Coordinator
Office of Management & Budget
Wisconsin Department of Natural Resources
101 S. Webster S. MB/8
Madison, WI 53702

RE: Permanent Closure of the Chippewa County Public Firearms Range & Training Facility

This letter is to provide notice to the Wisconsin Department of Natural Resources (DNR) that the Chippewa County Board of Supervisors have agreed to permanently close the Chippewa County Public Firearms Range & Training Facility (Range). The Range is located at 10495 130th Ave, Bloomer, WI 5472. The Chippewa County Board of Supervisors met on June 28, 2022 and approved Resolution 30-22 (copy attached) to permanently close the Range to any and all activity effective July 1, 2022.

Indicated below is a history of the Range going back to September 8, 2020:

- **2020, September 8** – Mr. Steven "Jake" Rooney (12210 90th Avenue - located approximately .9 of a mile due south of the firearms range) contacted the Sheriff's Department to report that he located multiple bullet holes in his pole shed as well as holes in items inside the shed. The Rooney's shared concerns for the safety of family and employees due to stray bullets.
    - The Sheriff's Department's investigation found seven bullet holes were located on the north side of the pole shed, one bullet hole was located on the south side of the pole shed, one bullet hole was located in the combine (inside the pole shed), and two bullet holes were located in some cabinets that were stored inside the pole shed.
- **2020, September 11** – The Public Firearms Range was closed to all parties.
- **2020, September 22** – The Facilities & Parks Committee met, discussed and approved a plan to reopen the firearms range. The following safety enhancements were implemented prior to re-opening:
    1. Installation of 10 cameras.
    2. Installation of numerous signs stating "No Guns Beyond This Point", "Firing Line" and "Surveillance Cameras in Use" to name a few.
    3. Modifications to the "eyebrow" limitation board at the Long Gun range.
- **2020, October 9** – The Range was reopened to all parties.
- **2021, June 9** – Mr. Steven "Jake" Rooney contacted the Sheriff's Department regarding more bullet holes in his pole shed.
    - The Chippewa County Sheriff's Department was able to determine that the bullets did come from the direction of the range. It cannot be determined if the bullets came from the range itself. Video surveillance of the range was reviewed and, based on dates and times from the witnesses, subjects at the range have been identified and interviewed. It was clear that the range rules were violated. Two of the individuals may have been operating their firearms in a careless manner.

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- **2021, June 10** – The Range was closed.

- **2021, June 15** – The Facilities & Parks Committee met to discuss the Firearms Range. They directed that the Range should remain closed to all parties until the next meeting on June 29th. The Committee also wanted to see recommendations from the Public Firearms Range Advisory Committee.

- **2021, June 22** – The Public Firearms Range Advisory Committee met and forwarded the following recommendations to the Facilities & Parks Committee.
  1. Reopen the range only to Hunter's Education and Law Enforcement that have a Range Safety Officer or a State Certified Supervisor.
  2. Create an Ordinance that allows the range rules to be enforced.

- **2021, June 29 –** The Facilities & Parks Committee met and was provided a summary of the investigation by the Sheriff's department, reviewed the recommendations from the Advisory Committee, and put forth the following motions:
  1. Create an Ordinance to uphold the Range Rules.
  2. Determine the fiscal impact of the installation of the "No Blue Sky" baffles.
  3. Open the Range to Law Enforcement and Hunter's Education.

- **2021, July 28 –** The Facilities & Parks Committee met, and was provided an update on the investigation by the Sheriff's department. The Facilities & Parks committee decided that no further action will be taken at this time until a Range assessment has been completed.

- **2021, September 11 & 12**-- On Saturday, September 11th, a member of the public drove to the Range and tossed the barricades into the ditch on both sides of the driveway. He then proceeded to back up and leave without entering the Range. On Sunday, September 12th, 4 groups of shooters came to the range and proceeded to use it due to the barricades / signage being removed. Chippewa County Dispatch sent officers to the Range to ask everyone to leave and replaced the barricades.

- **2021, September 22** – The Facilities & Parks Committee met, and was provided a report by Dave Andrews (MT2 Firearms Range Services) regarding the safety assessment of the range. Director Ritzinger provided a Range Operational Options report to include the pros and cons of each. The Facilities & Parks Committee directed that the gate at the Firearms Range shall be locked (instead of utilizing barricades). The following motions were put forth:
  1. To continue to allow Hunter's Safety and all Law Enforcement from Chippewa County to use the Range (NO dynamic training will be allowed).
  2. Assign the Facilities & Parks Division with calling neighbors when any shooting will occur at the Range.
  3. Continue to keep the Range closed to the public and also to install a locking gate at the Firearms Range.

- **2021, October 12** – The County Board met and Larry Ritzinger (Facilities & Parks) provided some history on the incidents at the Range and presented Range Operational Options; Rick Starck (Sheriff's Department) provided an update on the investigation; and Dave Andrews (MT2 Range Consultant) shared his Range Assessment.

- **2021, October 20** – The Facilities & Parks Committee voted to contact another firm for a second Range assessment which will specify any Range improvements that the County will need to complete to meet all safety standards for tactical and static shooting.

- **2021, November 5** – The Request for Proposal (RFP) for a second Range assessment was issued. Nass Consulting LLC was chosen initially but was not able to secure insurance. The Nass contract was eventually cancelled.

- **2022, January** – The Range Assessment was awarded to Stephen Powell (Patriot Outdoors).

- **2022, February 7** –Stephen Powell met with Chippewa County Administration, Law Enforcement, Hunter's Education instructors, and the Facilities & Parks Division. A physical review of the Range was also completed at this time.

- **2022, February 21** – Rooney Farms LLC & Steven Jake Rooney filed a "Notice of Circumstances of Claim" against Chippewa County. The Claim was for damage to a 2019 S780 John Deere Combine valued at $375,000, damage to a pole shed for $4,610, and depriving Jake Rooney of all or substantially all of the beneficial use of the subject property at a cost of $1,400,000.

- **2022, May 2** – **Stephen** Powell forwarded the Range Assessment report to Chippewa County.

- **2022, June 28** – The Chippewa County Board of Supervisors adopted Resolution 30-22 (see attached) which authorizes the "Full Settlement and Final Release of All Claims" (see attached) and the total and complete closure of the Range.

There were two grants attached to the Range as of the passage of the Resolution 30-22:

Federal Grant:
- W-144-S-32: Chippewa County Sheriff's Dept. Shooting Range
- Grant Period: 6/24/1997-6/30-1998
- Grant Program: Federal Pittman-Robertson (Hunter Education Subaccount)
- Grant Award: $130,800.00
- Scope: Chippewa County proposes to renovate the Sheriff's Department outdoor shooting range and construct an indoor training/classroom building. The project will include pre and post engineering, reconstruction of the berms, security fence, improving the parking area, construction of classroom/training building, installation of a lead recovery system, automated target system, public address system, outdoor lighting, shooting benches, shooting mats, range control tower, sonic firearms cleaning system, gun racks, safety signs, and classroom furnishings.

This Federal grant expired on June 30, 2022. The County feels they have satisfied the requirement of this grant and are not seeking any relief from this Federal Grant.

State Grant:
- CC-8078: Chippewa County Tilden Shooting Range Improvements
- Grant Period: 11/15/2006-6/30/2009
- Grant Program: Knowles-Nelson Stewardship, County Conservation Aids Program
- Grant Award $2,834.00
- Scope: Chippewa County shall participate in the County Conservation Aids program by improving the Tilden Public Shooting Range to include safety earth berms, bullet catchers, and an eyebrow berm.

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Ph: (715) 7
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It is Chippewa County's understanding that this State grant has not expired. Chippewa County would like to terminate the State grant for good cause and circumstances beyond our control. As shown above in the history going back to September 8, 2020. Chippewa County has tried to do everything in its power to stop bullets from leaving the Range and impacting properties around it.

Please let me know what the next steps are to move this process forward. I would also like the contact information of the person I can talk with for possible grants to help pay for the closer of the Range.

Thank you for your help during this process and please let me know if you need additional information.

Sincerely,

Randy Scholz

Randy Scholz
County Administrator

cc: Todd Pauls, Corporation Counsel
Larry Ritzinger, Facilities & Parks Director
Lori Zwiefelhofer, Finance Director