

LINCOLN COUNTY BOARD OF SUPERVISORS

Tuesday, December 21, 2021 - 6:00 p.m.

Meeting Location: Lincoln County Service Center, 801 N Sales Street, Room 257, Merrill, WI 54452

Via Teleconference and In-Person Attendance

Electronic Attendance: Persons wishing to attend the meeting electronically may enter the meeting beginning ten minutes prior to the start time indicated above using the following number or address:

Conference Call: (US) +1 980-221-2670

Access Code (PIN): 492 467 134#

Meeting ID: <https://meet.google.com/vqr-xbnr-ijj?hs=122&authuser=0>

The teleconference cannot start until the host (county clerk) dials in and enters the host password.

Attendance Policy: Lincoln County encourages all individuals attending in person to follow the most recent CDC guidelines for vaccinated and unvaccinated individuals. All public participants' phones, microphones and chat dialog boxes will be muted or disabled during the meeting. If "public comment" appears on the agenda, before the meeting is called to order, the clerk will ask teleconference attendees whether any public comment is being offered. When called upon by the clerk or chair, any person offering public comment should state their name and comments.

PUBLIC COMMENT ON AGENDA ITEMS: Under the current (COVID-19 pandemic) circumstances, citizens attending by teleconference may have floor privileges to speak on agenda items without signing-in at the meeting location. Before the meeting is called to order, the Clerk will ask teleconference attendees whether any public comment is being offered. When called upon by the Clerk or Board Chair by name, any persons offering public comment should state his/her name and express in good order his/her comments upon the topic under consideration for no more than 5 minutes.

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Announcements/Recognitions/Awards/Appointments
 - A. Announcements - None
 - B. Service Recognitions – December:
 - 25 Years: Amy Kohnhorst, Finance
 - 15 Years: Travis Watruba, Sheriff's Office
 - Beckie Gennrich, Social Services
 - C. Appointments & Re-Appointments - None
5. Reading & Approval of the Journal – November 9, 2021
6. Letters, Petitions and Memorials
 - A. Letters - None
 - B. Memorials – None
7. Reports of Standing & Special Committees
 - A. Finance Committee: 2021 Year-to-Date Budget Report – Finance Director (Dan Leydet)
 - B. Administrative & Legislative Committee: Administrative Coordinator/HR Director's Written Report – Administrative Coordinator/HR Director (Cate Wylie)
 - C. Administrative & Legislative Committee: Corporation Counsel Report – Corporation Counsel (Karry Johnson)
8. Resolutions and Ordinances
 - A. Res 1) Resolution 2021-12-53 Ordering Clerk to Take Tax Deeds
 - 2) Resolution 2021-12-54 Accepting Donation for Lincoln County Pollinator Garden
 - 3) Resolution 2021-12-55 Board of Adjustment Membership Amendment
 - 4) Resolution 2021-12-56 Cancellation of County Checks
 - 5) Resolution 2021-12-57 Approving Conveyance of Delinquent Real Estate to the City of Tomahawk
 - 6) Resolution 2021-12-58 Approving Conveyance of Delinquent Real Estate to the City of Merrill
 - 7) Resolution 2021-12-59 Resolution Authorizing Lincoln County to Enter into the Settlement Agreements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., Agree to the Terms of the MOU Allocating Settlement Proceeds, and Authorize Entry Into the MOU with the Attorney General
 - 8) Resolution 2021-12-60 Designation of Public Depositories
 - 9) Resolution 2021-12-61 Lincoln Industry Office Relocated to Pine Crest 700 Wing

- 10) Resolution 2021-12-62 North Central Health Care Short Term Contract For Use of Vacant Pine Crest Beds
- B. Ord 1) Ordinance 2021-12-709 Board of Adjustment Text Amendment
- 2) Ordinance 2021-12-710 An Ordinance Amending the General Code of the County of Lincoln Chapter 2 – The Governing Body

9. Report of Claims – None

10. Approval for Mileage and Per Diem for Board Meeting

11. Next County Board Meeting Date: Tuesday, January 18, 2022, 6:00 P.M. Meeting Location: Lincoln County Service Center, 801 N Sales Street, Room 257, Merrill, WI 54452

12. Adjourn

Posted: Date _____ Time _____ a.m. /p.m. By _____

Request for reasonable accommodations for disabilities or limitations should be made prior to the date of this meeting. You may contact the County Clerk at 715.539.1019. Please do so as early as possible so that proper arrangements can be made. Requests are kept confidential.

GENERAL REQUIREMENTS:

1. Must be held in a location which is reasonably accessible to the public.
2. Must be open to all members of the public unless the law specifically provides otherwise.

NOTICE REQUIREMENTS:

1. In addition to any requirements set forth below, notice must also be in compliance with any other specific statute.
2. Chief presiding officer or his/her designee must give notice to the official newspaper and to any members of the news media likely to give notice to the public.

MANNER OF NOTICE:

Date, time, place, and subject matter, including subject matter to be considered in a closed session, must be provided in a manner and form reasonably likely to give notice to the public.

TIME FOR NOTICE:

1. Normally, a minimum of 24 hours prior to the commencement of the meeting.
2. No less than 2 hours prior to the meeting if the presiding officer establishes there is a good cause that such notice is impossible or impractical.

EXEMPTIONS FOR COMMITTEES AND SUB-UNITS:

Legally constituted sub-units of a parent governmental body may conduct a meeting during the recess or immediately after the lawful meeting to act or deliberate upon a subject which was the subject of the meeting, provided the presiding officer publicly announces the time, place, and subject matter of the sub-unit meeting in advance of the meeting of the parent governmental body.

PROCEDURE FOR GOING INTO CLOSED SESSION:

1. Motion must be made, seconded, and carried by roll call majority vote and recorded in the minutes.
2. If motion is carried, chief presiding officer must advise those attending the meeting of the nature of the business to be conducted in the closed session, and the specific statutory exemption under which the closed session is authorized.

STATUTORY EXEMPTIONS UNDER WHICH CLOSED SEESIONS ARE PERMITTED:

1. Deliberation of judicial or quasi-judicial matters. Sec. 19.85(1)(a)
2. Considering dismissal, demotion, or discipline of any public employee or the investigation of charges against such person and the taking of formal action on any such matter; provided that the person is given actual notice of any evidentiary hearing which may be held prior to final action being taken and of any meeting at which final action is taken. The person under consideration must be advised of his/her right that the evidentiary hearing be held in open session and the notice of the meeting must state the same. Sec. 19.85(1)(b).
3. Considering employment, promotion, compensation, or performance evaluation data of any public employee. Sec. 19.85(1)(c).
4. Considering strategy for crime detection or prevention. Sec. 19.85(1)(d).
5. Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session. Sec. 19.85(1)(e).
6. Considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of specific charges, which, if discussed in public would likely have an adverse effect on the reputation of the person referred to in such data. Sec. 19.85(1)(f).
7. Confering with legal counsel concerning strategy to be adopted by the governmental body with respect to litigation in which it is or is likely to become involved. Sec. 19.85(1)(g).
8. Considering a request for advice from any applicable ethics board. Sec. 19.85(1)(h).

CLOSED SESSION RESTRICTIONS:

1. Must convene in open session before going into closed session.
2. May not convene in open session, then convene in closed session and thereafter reconvene in open session with twelve (12) hours unless proper notice of this sequence was given at the same time and in the same manner as the original open meeting.
3. Final approval or ratification of a collective bargaining agreement may not be given in closed session.

BALLOTS, VOTES, AND RECORDS:

1. Secret ballot is not permitted except for the election of officers of the body or unless otherwise permitted by specific statutes.
2. Except as permitted above, any member may require that the vote of each member be ascertained and recorded.
3. Motions and roll call votes must be preserved in the record and be available for public inspection.

USE OF RECORDING EQUIPMENT:

The meeting may be recorded, filmed, or photographed, provided that it does not interfere with the conduct of the meeting or the rights of the participants.

LEGAL INTERPRETATION:

1. The Wisconsin Attorney General will give advice concerning the applicability or clarification of the Open Meeting Law upon request.
2. The municipal attorney will give advice concerning the applicability or clarification of the Open Meeting Law upon request.

PENALTY:

Upon conviction, nay member of a governmental body who knowingly attends a meeting held in violation of Subchapter IV, Chapter 19, Wisconsin Statutes, or who otherwise violates the said law shall be subject to forfeiture of not less than \$25.00 nor more than \$300.00 for each violation.

Lincoln County Board of Supervisors

Meeting: November 9, 2021

The Lincoln County Board of Supervisors met at the Lincoln County Service Center, 801 N Sales Street, Room 257, Merrill, WI in session assembled pursuant to law.

1. Chair Koth called the meeting to order at 9:00 a.m.
2. Pledge of allegiance followed.
3. Roll was called with the following present (in person): Allen, Ashbeck, Bialecki, Breitenmoser, Friske, Gilk, Gorski, Heller, Koth, Loka, McCrank, Panfil, Rusch, Simon, Voermans, Weaver and Woller. (virtual) Callahan, Hafeman, and Wendt. (20) Excused: Nelson, and Peterson (2)
4. Recess to the Redistricting Public Hearing –M/S Loka/Heller to recess to Public Hearing – Redistricting at 9:04 a.m. Motion carried by a voice vote. M/S Loka/Allen to close public hearing at 9:05 a.m. Motion carried by a voice vote.
5. Recess to the 2022 Budget Public Hearing –M/S Heller/Breitenmoser to recess to public hearing – 2022 Budget at 9:06 a.m. Motion carried by a voice vote. Bialecki/Voermans to close public hearing at 9:08 a.m. Motion carried by a voice vote.
6. Reconvene to Regular Meeting M/S Heller/Panfil to reconvene to the regular meeting at 9:08 a.m. Motion carried by a voice vote.
7. Announcements/Recognitions/Awards/Appointments
 - A. Announcements: None
 - B. 2022 County Board Meeting Schedule
 - C. Service Recognitions for November 2021:
30 years: Pamela Steffenhagen, Sheriff's Office
 - D. Appointments & Re-appointments:
 1. Re-Appointment of Bruce Gerdes to Veterans Service Commission (Term expires November of 2024) M/S Ashbeck/Heller Re-appoint Bruce Gerdes to Veterans Service Commission (Term expires November of 2024). Motion carried by a voice vote.
8. Approval of the Journal: M/S Heller/Panfil to approve the October 19, 2021 as presented. Motion carried by a voice vote.
9. A. Letters: None
B. Memorials: None
10. Reports of Standing & Special Committees:
 - A. Finance Committee: 2021 Year-to-Date Report – Finance Director (Dan Leydet) Leydet reviewed his report and answered questions.
 - B. Finance Committee: 2022 Budget Presentation – Administrative Coordinator/HR Director (Cate Wylie) Chair Koth stated that this is a legacy piece that no longer applies to the Administrative Coordinator's job description and that the budget would be further explained, if needed, by our Finance Director and/or discussed after the resolution is motioned for approval.
 - C. Administrative & Legislative Committee: Administrative Coordinator/HR Director's Written Report – Administrative Coordinator/HR Director (Cate Wylie) Wylie reviewed her report and answered questions.
 - D. Administrative & Legislative Committee: Corporation Counsel Written Report – Corporation Counsel (Karry Johnson) Johnson reviewed her report and answered questions. After Johnson's report, Supervisor Friske asked for Point of Order. Friske explained that Carbon Credits had been reviewed by the Forestry Committee and that further questions regarding Carbon Credits should be directed to the Forestry Committee Chair as they pertain to our county forests. He further explained that our Corporation Counsel should be used in her capacity as our legal counsel.
11. Resolutions and Ordinances

M/S Heller/Friske place resolution ban on mandatory vaccines on next month's meeting agenda. Supervisor Weaver asked for Point of Order stating that the A&L Committee had discussed this resolution and did not recommend forwarding it to the full county board. Corporation Counsel Johnson said supervisors can make the motion and if seconded it is proper to discuss and take a vote. Discussion followed. Roll was called; Aye's: Bialecki, Callahan, Friske, Heller, Loka, and Simon (6); Nay's: Allen, Ashbeck, Breitenmoser, Gilk, Gorski, Hafeman, Koth, McCrank, Panfil, Rusch, Voermans, Weaver, Wendt, and Woller (14). Motion Failed 14-6.

A. 1) Resolution 2021-11-46

TO ADOPT A FINAL SUPERVISORY DISTRICT PLAN

WHEREAS, sec. 59.10(3)(b)2, Stats., requires that within sixty (60) days after every municipality in the county adjusts its' wards under sec. 5.15, Stats., the board shall hold a public hearing and shall then adopt a final supervisory district plan, numbering each district ; and

WHEREAS, the Lincoln County Ad hoc Redistricting Committee, after convening a public hearing on November 9, 2021, recommends adoption of the map on file in the County Clerk's Office and presented at the public hearing.

NOW, THEREFORE BE IT RESOLVED, that upon the recommendation of the Ad hoc Redistricting Committee and the Administrative & Legislative Committee, the Lincoln County Board of Supervisors does hereby adopt the attached maps and descriptions (26 pages) as its' Final Supervisory District Plan.

Dated this 9th day of November, 2021.

Introduced by: Administrative & Legislative Committee / Ad Hoc Redistricting Committee

Endorsed by: Kevin Koth, Bob Weaver, Julie Allen, Greta Rusch, Hans Breitenmoser, Jr., Don Friske, and Paul Gilk

Committee Action: November 3, 2021 All in favor 7-0 Fiscal Impact: None

M/S McCrank/ Loka to adopt Resolution 2021-11-46. The Redistricting Committee members thanked Clerk Marlowe and the Northcentral Regional Planning Commission's (Andy Faust) for all their work in completing the maps and coordinating our county effort, considering the time restraints created by the late census numbers, throughout our municipalities. Discussion followed. Motion carried by a voice vote. (Maps can be viewed in the County Clerk's Office and on the Lincoln County Website)

2) Resolution 2021-11-47

Title: Approving the 2022 Budget and Providing for Tax Levy

WHEREAS, the Lincoln County Finance and Insurance Committee, after careful review, does hereby present the 2022 budget recommended for adoption;

NOW, THEREFORE BE IT RESOLVED, by the Lincoln County Board of Supervisors that the 2022 budget be adopted as presented (per the summary Budget Report submitted);

AND BE IT FURTHER RESOLVED, that the following sums of money be raised for the ensuing year:

Health	\$ 570,866.00
Veterans Relief	5,300.00
Libraries	666,079.00
EMS Service	1,299,306.00
Debt Service	988,400.00
Town Culvert Aid	24,000.00
State Special Charges	123.01
Other County Taxes	<u>11,495,983.00</u>
TOTAL COUNTY TAXES	<u>\$15,050,057.01</u>

AND BE IT FURTHER RESOLVED, that the County Clerk shall enter in the Tax Apportionment as authorized legal taxes against the respective districts to the County.

Dated this 9th day of November, 2021.

Introduced by: Finance and Insurance Committee

Endorsed by: To be endorsed on November 5th at the Finance and Insurance Committee meeting

Date Passed: To be passed at Finance and Insurance on November 5th Fiscal Impact: As stated above

M/S Weaver/Friske to adopt Resolution 2021-11-47. Supervisors McCrank, Bialecki abstained. Discussion followed. Motion carried by a voice vote. (Budget Book can be viewed in Finance Department, County Clerk's Office, and on the Lincoln County Website)

3) Resolution 2021-11-48

Increasing public health staff to support ongoing COVID-19 Response and Recovery

Whereas, Lincoln County Health Department (LCHD) continues to be on the front lines of the fight against the COVID-19 pandemic, and an ongoing effort to combat the spread of COVID-19 is essential. This effort requires additional staff to focus on COVID-19 response and recovery in order to maintain LCHD range of programmatic public health services.

Whereas, Public Health has identified the need for workforce support in the areas of disease control, testing, vaccination, compliance, operational planning and infrastructure, communications systems, recovery and resiliency, and preparedness capabilities.

Whereas, that any position funded by the grant money would be temporary/LTE and would not exceed the funding or terms of the grant. Positions created to utilize these funds do not constitute a permanent position, nor commitment to continue any wage, benefit, or employment relationship with Lincoln County outside the terms and limitations of the grant if funds are awarded.

Whereas, Lincoln County Board will approve the acceptance of grant funds for the Lincoln County Health Department. Positions to utilize the funds would include but are not limited to public health educator(s), public health technician(s), and public health nurse(s).

Whereas, the positions will be funded through December 2024, at a total of \$554,800 of federal and state grants intended for COVID response, recovery, and critical public health infrastructure.

THEREFORE BE IT RESOLVED that the above positions be added to the Health Department budget effective November 22, 2021; and that the cost of these positions be funded by federal and state grants allocated to Lincoln County Health Department to support COVID response and critical public health infrastructure.

Dated: October 27, 2021

Introduced by: Board of Health

Endorsed by: Dora Gorski, Mike Loka, Pat Voermans, Bob Weaver, Brenda Mueller, Sue Weith and Judy Woller

Date Passed: October 27, 2021 by Board of Health Committee Vote:7-0

Fiscal Impact: Funded by federal and state grants

M/S Gorski/Loka to adopt Resolution 2021-11-48. Health Director (Shelley Hersil) reiterated that these LTE positions were fully funded by the grant and that currently 80 percent of her staff's time is COVID related activity leaving little time for routine health department work. Discussion followed. Motion carried by voice.

4) Resolution 2021-11-49

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF 2,595,000 GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, the County Board of Supervisors hereby finds and determines that it is necessary, desirable and in the best interest of Lincoln County, Wisconsin (the "County") to raise funds for the public purpose of refinancing certain outstanding obligations of the County, including interest on them, specifically the Note Anticipation Notes, dated February 14, 2017 (the "Refunded Obligations") (the "Refunding");

WHEREAS, the County Board of Supervisors deems it to be necessary, desirable and in the best interest of the County to refund the Refunded Obligations for the purpose of providing permanent financing for the projects financed by the Refunded Obligations;

WHEREAS, the County is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds (the "Bonds") to refinance its outstanding obligations;

WHEREAS, none of the proceeds of the Bonds 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 Bonds to Robert W. Baird & Co. Incorporated (the "Purchaser"), pursuant to the terms and conditions of its bond 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. Authorization and Sale of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of TWO MILLION FIVE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$2,595,000) 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 Bonds aggregating the principal amount of TWO MILLION FIVE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$2,595,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds"; shall be issued in the aggregate principal amount of \$2,595,000; shall be dated December 1, 2021; 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 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 June 1 and December 1 of each year commencing on June 1, 2022. 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 Bonds 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 Bonds maturing on December 1, 2033 and thereafter are subject to redemption prior to maturity, at the option of the County, on December 1, 2029 or on any date thereafter. Said Bonds are redeemable and if in part, from maturities selected by the County, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the County shall direct.]

Section 4. Form of the Bonds. The Bonds 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 Bonds 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 2021 through 2037 for the payments due in the years 2022 through 2038 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds 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 Bonds, 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 Bonds 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 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 Refunding Bonds, dated December 1, 2021" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds 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 Bonds; (ii) any premium not used for the Refunding which may be received by the County above the par value of the Bonds 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 Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds 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 Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds 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 Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Bonds 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 Bonds 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 Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds 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 Bonds 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 Bonds 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 Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds 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 Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds and the Refunded Obligations 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 Bonds 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 Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds 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 Bonds 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 Bonds provided that in

meeting such requirements the County will do so only to the extent consistent with the proceedings authorizing the Bonds 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 Bonds 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 Bonds: Closing: Professional Services. The Bonds 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 Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds 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 Bonds 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 Bonds, 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 Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the County's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The County hereby authorizes the Chairperson and County Clerk or other appropriate officers of the County to enter a Fiscal Agency Agreement between the County and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 13. Persons Treated as Owners: Transfer of Bonds. The County shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond 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 Bond 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 Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond 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 Bond or Bonds 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 Bond surrendered for transfer.

The County shall cooperate in any such transfer, and the Chairperson and County Clerk are authorized to execute any new Bond or Bonds 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 Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds 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 Bonds 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 Bonds 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 Bonds, 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 Bonds 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 Bonds).

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 Bonds, 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 Bonds in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, 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 Bond 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 Bonds 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 Bond 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.

Dated: November 9, 2021

Introduced by: Finance and Insurance Committee Endorsed by: Weaver, Allen, Rusch, Ashbeck, and
Simon Date Passed: November 5, 2021 Committee Vote: 5-0
Fiscal Impact: Obligates County to Debt Service payments as presented

EXHIBIT A

Bond Purchase Proposal

**To be provided by the Purchaser and incorporated into the Resolution.
(See Attached)**

BOND PURCHASE AGREEMENT



November 9, 2021

Mr. Kevin Koth, Chairperson
and Members of the County Board Lincoln County
801 N. Sales St.
Merrill, WI 54401

Dear Mr. Koth and Members of the County Board of Supervisors:

Robert W. Baird & Co. Incorporated (the "Underwriter") hereby offers to enter into this Bond Purchase Agreement (the "Agreement") with Lincoln County (the "Issuer"): for the purchase by the Underwriter and sale by the Issuer of all its

\$2,595,000.00 General Obligation Refunding Bonds (the "Securities"), to be dated December 1, 2021. This offer is made subject to acceptance by the Issuer on November 9, 2021. The Securities shall mature, bear interest at the rates, have such terms and be payable at the times, all as set forth in Exhibit A attached hereto. The issuance and terms of the Securities will be duly authorized and adopted by the Issuer by a resolution dated November 9, 2021 (the "Resolution").

Upon the terms and conditions and upon the basis of the representations herein set forth, the Underwriter hereby agrees to purchase from the Issuer and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) the Securities, at a price of \$2,630,345.20 (representing the principal amount of the Securities, plus original issue premium of \$65,187.70, less underwriter's discount of \$29,842.50), plus accrued interest, if any, from the dated date to the date of Closing (as defined below). The closing shall occur on December 1, 2021, at a time to be determined, or on such other date mutually agreeable to the Issuer and the Underwriter (the "Closing"). The Securities will be delivered as fully registered bonds, bearing proper CUSIP numbers, and registered in the name of Cede & Co., as nominee of The Depository Trust Company, which will act as securities depository for the Securities.

The Issuer confirms that the Preliminary Official Statement (including any addenda or amendments thereto) delivered to the

Underwriter was and hereby is "deemed final" as of its date by the Issuer for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"), and the Issuer consented to its distribution and use by the Underwriter prior to the date hereof in connection with the public offering and sale of the Securities.

The Securities are being purchased subject to satisfaction of the following conditions at Closing;

1. The Issuer agrees to take such action as necessary so that the Underwriter will be in receipt of a final Official Statement (the "Official Statement") within seven (7) business days after the date hereof and in sufficient time to accompany any confirmation that requests payment from any customer, and in sufficient quantity to comply with paragraph (b)(4) of the Rule and applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Issuer hereby authorizes and approves the Official Statement and consents to the use and distribution of the Official Statement by the Underwriter in connection with the public offering and sale of the Securities. At the time of or prior to the Closing, the Underwriter will file, or cause to be filed, the Official Statement with the MSRB.
2. If applicable, the current rating on the Securities or on the insurer of the Securities shall not have been lowered, put on negative outlook, suspended or withdrawn by an applicable credit ratings agency,
3. Bond Counsel shall provide an unqualified approving opinion in form and substance satisfactory to the Underwriter.
4. The Issuer shall execute and deliver a written undertaking to provide ongoing disclosure for the benefit of holders of the Securities as required by the Rule, subject to any applicable exemptions under the Rule.
5. The Issuer shall deliver true and complete copies of the Resolution authorizing the issuance and sale of the Securities, which shall be in full force and effect.
6. The Issuer shall deliver one or more closing, compliance, tax and other certificates from its duly authorized representatives as the Underwriter may reasonably request.
7. The underwriter has not cancelled their obligation to purchase the Securities or terminated this Agreement by written notice to the Issuer following the occurrence, escalation or existence of the following events as of the Closing: (a) any legislation or development adversely affecting the legality of the issuance, sale or delivery of the Securities or the tax treatment of interest to be received on the Securities; (b) any outbreak or escalation of hostilities, a declaration or war by the United States,

a national emergency or other national or international calamity or crisis materially affecting the financial markets of the United States or elsewhere; (c) a material disruption in securities settlement, payment or clearance services affecting the Securities or the ability of the Underwriter to enforce contracts for the sale of the Securities, or a new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or extension of credit by, or a charge to the net capital requirements of underwriters; (d) a general banking moratorium shall have been declared by authorities having jurisdiction and be in force; (e) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; (f) an event or circumstance that either makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein not misleading in any material respect; (g) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction, to the effect that the issuance, offering or sale of the Securities, including any underlying obligations as contemplated by this Agreement or by the Official Statement, or any document related to the issuance, offering or sale of Securities, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Resolution.

The Underwriter agrees to assist the Issuer in establishing the issue price of the Securities and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel to accurately reflect, as applicable, the sales price or prices of the initial offering price or prices to the public of the Securities.

The Underwriter confirms that it has offered the Securities to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in

Schedule A attached to the form of Underwriter's Certificate which is attached hereto, except as otherwise set forth therein.

Schedule A attached to the form of Underwriter's Certificate also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Securities for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Securities, the Underwriter will neither offer nor sell unsold Securities of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following: (1) the close of the fifth (5th) business day after the sale date; or (2) the date on which the Underwriter has sold at least 10% of that maturity of the Securities to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Issuer when it has sold 10% of that maturity of the Securities to the public at a price

that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day

after the sale date.

The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Securities to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to

- (A) report the prices at which it sells to the public the unsold Securities of each maturity allotted to it until the earlier of the following (i) the close of the fifth (5th) business day after the sale date or (ii) it is

notified by the Underwriter that either the 10% test has been satisfied as to the Securities of that maturity or all Securities of that maturity have been sold to the public and

(B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Issuer acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Securities to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Securities to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Securities.

The Issuer agrees to indemnify and hold harmless the Underwriter against any and all losses, claims, damages, expenses or liabilities incurred by the Underwriter that arise out of or are based upon any untrue statement or alleged untrue statement of a material fact made in the Preliminary Official Statement or Official Statement or which arise out of or are based upon the omission or alleged omission to state in such connection a material fact required to be stated therein or necessary in order to make the statements made therein not misleading in light of the circumstances under which they are made.

The Issuer shall pay or cause to be paid the fees and expenses of bond counsel, rating agencies, fiscal agent as well as all other expenses incident to the performance of the Issuer's obligations hereunder. The Issuer shall also pay the Underwriter a fee of \$4,872.08 for its services in preparing the Official Statement, providing various financial analyses, for the use of the Underwriter's capital to advance certain costs prior to settlement and payment of certain third party expenses, including DTC, CUSIP, IPREO (electronic bookrunning/ sales order system), printing and mailing/distribution charges.

The Issuer acknowledges and agrees that the purchase and sale of the Securities pursuant to this Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, acting solely as a principal and not as a municipal advisor, financial advisor or agent of the Issuer. The Underwriter has not assumed a financial advisory responsibility in favor of the Issuer with respect to the offering of the Securities or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Agreement, it being the Issuer's understanding: that a financial advisory relationship shall not be deemed to exist when, in the course of acting as an underwriter, a broker, dealer or municipal securities dealer, a person renders advice to an issuer, including advice with respect to the structure, timing, terms and other similar matters concerning a new issue of municipal securities.

Unlike a municipal advisor or financial advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities law and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests. Although MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors, the Underwriter's primary role is to purchase the Securities with a view to distribution and it has financial and other interests that differ from those of the Issuer. The Underwriter has a duty to purchase the Securities from the Issuer at a fair and reasonable price, but must balance that duty to sell the Securities to investors at prices that are fair and reasonable. The Underwriter has reviewed the Official Statement for the Securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

The Underwriter's compensation in the form of a fee or discount from the public offering price is contingent on the closing of the Offering. Such compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest because it may cause the Underwriter to recommend a transaction that is unnecessary or to recommend that the transaction be larger than is necessary.

Very truly yours,
ROBERT W. BAIRD & CO. INCORPORATED

By: Bradley D. Viegut
 Bradley D. Viegut, Managing Director Date:

November 9, 2021

ACCEPTED:

Lincoln County

By:

 Kevin Koth, Chairperson Date: November 9, 2021

By:

 Christopher J. Marlowe, County Clerk

Date: November 9, 2021

Exhibit A - Debt Service Schedule

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2021					
06/01/2022			25,515	25,515	
12/01/2022	80,000	0.650%	25,515	105,515	131,030
06/01/2023			25,255	25,255	
12/01/2023	80,000	0.650%	25,255	105,255	130,510
06/01/2024			24,995	24,995	
12/01/2024	80,000	0.650%	24,995	104,995	129,990
06/01/2025			24,735	24,735	
12/01/2025	80,000	0.650%	24,735	104,735	129,470
06/01/2026			24,475	24,475	
12/01/2026	80,000	3.000%	24,475	104,475	128,950
06/01/2027			23,275	23,275	
12/01/2027	85,000	3.000%	23,275	108,275	131,550
06/01/2028			22,000	22,000	
12/01/2028	90,000	3.000%	22,000	112,000	134,000
06/01/2029			20,650	20,650	
12/01/2029	90,000	3.000%	20,650	110,650	131,300
06/01/2030			19,300	19,300	
12/01/2030	95,000	2.000%	19,300	114,300	133,600
06/01/2031			18,350	18,350	
12/01/2031	95,000	2.000%	18,350	113,350	131,700
06/01/2032			17,400	17,400	
12/01/2032	95,000	2.000%	17,400	112,400	129,800
06/01/2033			16,450	16,450	
12/01/2033	100,000	2.000%	16,450	116,450	132,900
06/01/2034			15,450	15,450	
12/01/2034	100,000	2.000%	15,450	115,450	130,900
06/01/2035			14,450	14,450	
12/01/2035	105,000	2.000%	14,450	119,450	133,900
06/01/2036			13,400	13,400	

12/01/2036	110,000	2.000%	13,400	123,400	136,800
06/01/2037			12,300	12,300	
12/01/2037	610,000	2.000%	12,300	622,300	634,600
06/01/2038			6,200	6,200	
12/01/2038	620,000	2.000%	6,200	626,200	632,400
	2,595,000		648,400	3,243,400	3,243,400

*denotes term bonds

Exhibit B - Underwriter's Certificate

Lincoln County, Wisconsin ("County")

\$2,595,000

General Obligation Refunding Bonds,
dated December 1, 2021

UNDERWRITER'S CERTIFICATE

The undersigned, on behalf of Robert W. Baird & Co. Incorporated ("Baird"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. *Sale of the General Rule Maturities.* As of the date of this Certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. *Initial Offering Price of the Hold-the-Offering-Price Maturities.*

(a) Baird offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) Baird has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. *Defined Terms.*

(a) "General Rule Maturities" means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) "Hold-the-Offering-Price Maturities" means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) "Holding Period" means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the sale date (November 9, 2021), or (ii) the date on which Baird has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) "County" means Lincoln County, Wisconsin.

(e) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) "Public" means any person (including an individual; trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is November 9, 2021.

(h) "Underwriter" means (i) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Baird's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. Baird understands that the foregoing information will be relied upon by the County with respect to certain of the representations set forth in the Tax Exemption Certificate and compliance with the federal income tax rules affecting the Bonds, and by Quarles & Brady LLP, Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G and other federal income tax advice that it may give to the County from time to time relating to the Bonds,

ROBERT W. BAIRD & CO. INCORPORATED

By: _____

Name: _____

Dated: December 1, 2021

SCHEDULE A

TO

UNDERWRITER'S CERTIFICATE

SALE PRICES OF THE GENERAL RULE MATURITIES

AND

INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE-MATURITIES

(See Attached)



BOND PRICING

Lincoln County, Wisconsin (AA)

General Obligation Refunding Bonds (CR) – FINAL

BQ; Callable 12/1/2029 or any Date Thereafter

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Term Bond Due 2025:									
	12/01/2022	80,000	0.650%	0.650%	100.000				
	12/01/2023	80,000	0.650%	0.650%	100.000				
	12/01/2024	80,000	0.650%	0.650%	100.000				
	12/01/2025	80,000	0.650%	0.650%	100.000				
		<u>320,000</u>							

Term Bond Due 2029:

12/01/2026	80,000	3.000%	1.350%	112.472			9,977.60
12/01/2027	85,000	3.000%	1.350%	112.472			10,601.20
12/01/2028	85,000	3.000%	1.350%	112.472			11,224.80
12/01/2029	90,000	3.000%	1.350%	112.472			11,224.80
	<u>345,000</u>						<u>43,028.40</u>
Term Bond Due 2033:							
12/01/2030	95,000	2.000%	1.550%	103.373 C	1.688%	12/01/2029	100.000 3,204.35
12/01/2031	95,000	2.000%	1.550%	103.373 C	1.688%	12/01/2029	100.000 3,204.35
12/01/2032	95,000	2.000%	1.550%	103.373 C	1.688%	12/01/2029	100.000 3,204.35
12/01/2033	100,000	2.000%	1.550%	103.373 C	1.688%	12/01/2029	100.000 3,373.00
	<u>385,000</u>						<u>12,986.05</u>
Term Bond Due 2036:							
12/01/2034	100,000	2.000%	1.800%	101.483 C	1.886%	12/01/2029	100.000 1,483.00
12/01/2035	105,000	2.000%	1.800%	101.483 C	1.886%	12/01/2029	100.000 1,557.15
12/01/2036	110,000	2.000%	1.800%	101.483 C	1.886%	12/01/2029	100.000 1,631.30
	<u>315,000</u>						<u>4,671.45</u>
Serial Bonds Through 2038:							
12/01/2037	610,000	2.000%	1.900%	100.738 C	1946%	12/01/2029	100.000 4,501.80
12/01/2038	620,000	2.000%	2.000%	100.000			
	<u>1,230,000</u>						<u>4,501.80</u>
	<u>2,595,000</u>						<u>65,187.70</u>

Dated Date 12/01/2021
Delivery Date 12/01/2021
First Coupon 06/01/2022

Par Amount 2,595,000.00
Premium 65,187.70

Production 2,660,187.70 102.512050%
Underwriter's Discount (29,842.50) (1.150000%)

Purchase Price 2,630,345.20 101.362020%
Accrued Interest _____
Net Proceeds 2,630,345.20

*Denotes maturity that has not sold at least 10% and is subject to the hold the price test.

Nov 8, 2021 12:09pm Prepared by Robert W. Baird & Co. (TJW) (NANs Refunding: FINAL-GORBS) Page 1

SCHEDULE B TO
UNDERWRITER'S CERTIFICATE
PRICING WIRE OR EQUIVALENT COMMUNICATION

EXHIBIT B-1
Pricing Summary

To be provided by the Purchaser and incorporated into the Resolution.
(See Attached)

BOND PRICING
Lincoln County, Wisconsin (AA)
General Obligation Refunding Bonds (CR) - FINAL
BQ; Callable 12/1/2029 or any Date Thereafter

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Term Bond Due 2025:									
	12/01/2022	80,000	0.650%	0.650%	100.000				
	12/01/2023	80,000	0.650%	0.650%	100.000				
	12/01/2024	80,000	0.650%	0.650%	100.000				
	12/01/2025	80,000	0.650%	0.650%	100.000				
		320,000							
Term Bond Due 2029:									
	12/01/2026	80,000	3.000%	1.350%	112.472				9,977.60
	12/01/2027	85,000	3.000%	1.350%	112.472				10,601.20
	12/01/2028	85,000	3.000%	1.350%	112.472				11,224.80
	12/01/2029	90,000	3.000%	1.350%	112.472				11,224.80
		345,000							43,028.40
Term Bond Due 2033:									
	12/01/2030	95,000	2.000%	1.550%	103.373 C	1.688%	12/01/2029	100.000	3,204.35
	12/01/2031	95,000	2.000%	1.550%	103.373 C	1.688%	12/01/2029	100.000	3,204.35
	12/01/2032	95,000	2.000%	1.550%	103.373 C	1.688%	12/01/2029	100.000	3,204.35
	12/01/2033	100,000	2.000%	1.550%	103.373 C	1.688%	12/01/2029	100.000	3,373.00
		385,000							12,986.05
Term Bond Due 2036:									
	12/01/2034	100,000	2.000%	1.800%	101.483 C	1.886%	12/01/2029	100.000	1,483.00
	12/01/2035	105,000	2.000%	1.800%	101.483 C	1.886%	12/01/2029	100.000	1,557.15
	12/01/2036	110,000	2.000%	1.800%	101.483 C	1.886%	12/01/2029	100.000	1,631.30
		315,000							4,671.45
Serial Bonds Through 2038:									
	12/01/2037	610,000	2.000%	1.900%	100.738 C	1.946%	12/01/2029	100.000	4,501.80
	12/01/2038	620,000	2.000%	2.000%	100.000				
		1,230,000							4,501.80
		2,595,000							65,187.70

Dated Date 12/01/2021
Delivery Date 12/01/2021
First Coupon 06/01/2022

Par Amount 2,595,000.00

Premium	65,187.70	
Production	2,660,187.70	102.512050%
Underwriter's Discount	(29,842.50)	(1.150000%)
Purchase Price	2,630,345.20	101.362050%
Accrued Interest		
Net Proceeds	2,630,345.20	

Nov 8, 2021 12:09 pm Prepared by Robert W. Baird & Co. (TJW) (NANs Refunding: FINAL-GORBS) Page 1
EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by the Purchaser and incorporated into the Resolution. (See Attached)



BOND DEBT SERVICE

Lincoln County, Wisconsin (AA)

General Obligation Refunding Bonds (CR) - FINAL BQ; Callable 12/1/2029 or any Date Thereafter

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2021					
06/01/2022			25,515	25,515	
12/01/2022	80,000	0.650%	25,515	105,515	131,030
06/01/2023			25,255	25,255	
12/01/2023	80,000	0.650%	25,255	105,255	130,510
06/01/2024			24,995	24,995	
12/01/2024	80,000	0.650%	24,995	104,995	129,990
06/01/2025			24,735	24,735	
12/01/2025	80,000	0.650%	24,735	104,735	129,470
06/01/2026			24,475	24,475	
12/01/2026	80,000	3.000%	24,475	104,475	128,950
06/01/2027			23,275	23,275	
12/01/2027	85,000	3.000%	23,275	108,275	131,550
06/01/2028			22,000	22,000	
12/01/2028	90,000	3.000%	22,000	112,000	134,000
06/01/2029			20,650	20,650	
12/01/2029	90,000	3.000%	20,650	110,650	131,300
06/01/2030			19,300	19,300	
12/01/2030	95,000	2.000%	19,300	114,300	133,600
06/01/2031			18,350	18,350	
12/01/2031	95,000	2.000%	18,350	113,350	131,700
06/01/2032			17,400	17,400	
12/01/2032	95,000	2.000%	17,400	112,400	129,800
06/01/2033			16,450	16,450	
12/01/2033	100,000	2.000%	16,450	116,450	132,900
06/01/2034			15,450	15,450	
12/01/2034	100,000	2.000%	15,450	115,450	130,900
06/01/2035			14,450	14,450	
12/01/2035	105,000	2.000%	14,450	119,450	133,900
06/01/2036			13,400	13,400	
12/01/2036	110,000	2.000%	13,400	123,400	136,800

06/01/2037			12,300	12,300	
12/01/2037	610,000	2.000%	12,300	622,300	634,600
06/01/2038			6,200	6,200	
12/01/2038	620,000	2.000%	6,200	626,200	632,400
	<u>2,595,000</u>		<u>648,400</u>	<u>3,243,400</u>	<u>3,243,400</u>

Nov 8, 2021 12:09 pm Prepared by Robert W. Baird & Co. (TJW)

(NaNs Refunding: FINAL-GORBS) Page 3

EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on December 1, 2025, 2029, 2033 and 2036 (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on December 1 of each year the respective amount of the Bonds specified below:

For the Term Bonds Maturing on December 1, 2025

Redemption

<u>Date</u>	<u>Amount</u>
2022	\$80,000
2023	80,000
2024	80,000
2025	80,000 (maturity)

For the Term Bonds Maturing on December 1, 2029

Redemption

<u>Date</u>	<u>Amount</u>
2026	\$80,000
2027	85,000
2028	90,000
2029	90,000 (maturity)

For the Term Bonds Maturing on December 1, 2033

Redemption

<u>Date</u>	<u>Amount</u>
2030	\$95,000
2031	95,000
2032	95,000
2033	100,000 (maturity)

For the Term Bonds Maturing on December 1, 2036

Redemption

<u>Date</u>	<u>Amount</u>
2034	\$100,000
2035	105,000
2036	110,000

EXHIBIT C

(Form of Bond)

UNITED STATES OF AMERICA

REGISTERED

STATE OF WISCONSIN

DOLLARS

NO. R- _____

LINCOLN COUNTY

\$ _____

GENERAL OBLIGATION REFUNDING BOND

MATURITY DATE:

ORIGINAL DATE OF ISSUE:

INTEREST RATE:

CUSIP:

December 1, _____

December 1, 2021

_____ %

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT:

_____ THOUSAND DOLLARS

(\$ _____)

FOR VALUE RECEIVED, Lincoln 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 to semi-annually on June 1 and December 1 of each year commencing on June 1, 2022 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond 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 Bond is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (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 Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond 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 Bond is one of an issue of Bonds aggregating the principal amount of \$2,595,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of paying the cost of refunding certain obligations of the County, as authorized by a resolution adopted on November 9, 2021 (the "Resolution"). The Resolution is recorded in the official minutes of the County Board of Supervisors for said date.

The Bonds maturing on December 1, 2033 and thereafter are subject to redemption prior to maturity, at the option of the County, on December 1, 2029 or on any date thereafter. Said Bonds are redeemable in a whole or in part, and if in part, from maturities selected by the County, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

The Bonds maturing in the years 2025, 2029, 2033 and 2036 are subject to mandatory redemption by lot as provided in the Resolution referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds 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 Bonds of a maturity are to be called for redemption, the Bonds 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 Bonds 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 Bonds shall cease to bear interest 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 Bonds 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 Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Bond 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 irrevocable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond 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 Bond is transferable only upon the books of the County kept for that purpose at the office of Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the County appoints another depository, upon surrender of the Bond 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 Bond in the same aggregate principal amount shall be issued to the new depository in exchanged 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 Bonds (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 Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and County may treat and consider the Depository in whose name this Bond 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 Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

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, Lincoln County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by 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.

LINCOLN COUNTY, WISCONSIN

BY: _____
Kevin Koth
Chairperson

(SEAL)

By: _____
Christopher J. Marlowe
County Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned Resolution of Lincoln County, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

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 Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond 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 Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

M/S Simon/Ashbeck to adopt Resolution 2021-11-49. Leydet mentioned that an updated resolution is on your desk as while as a presentation from Baird. Bradley D. Viegut reviewed the presentation and answered questions. Discussion followed. Motion carried by a voice vote.

5) Resolution 2021-11-50

Reduction in Bed Licenses at Pine Crest Nursing Home

WHEREAS, Pine Crest Nursing Home, a County owned entity that is currently managed by North Central Health Care (NCHC), has been operating at a financial loss for several years. NCHC commissioned a study conducted by Clifton, Larson Allen Wealth Advisors (CLA) to understand future trends, needs and financial outlook for the nursing home industry; and

WHEREAS, CLA researched the nursing home market within our region and concluded that the ongoing need and viability of nursing homes is in decline. As such, CLA's recommendation, which is supported by NCHC, is to reduce the number of bed licenses at Pine Crest Nursing Home; and

WHEREAS, Pine Crest has been running at approximately 60% capacity since COVID. The projected ongoing census for Pine Crest will remain at or below 100 residents. Currently Lincoln County owns 160 bed licensing (at \$170 per license, per month). NCHC recommends reducing the bed licensing to 120 at this time, based on the CLA findings.

NOW, THEREFORE BE IT RESOLVED, Lincoln County, on the recommendation of NCHC and the CLA report, shall immediately reduce the bed licensing from 160 to 120 to provide some off-set to current financial loss and align with reported trends for nursing homes within the Lincoln County surveyed region.

Dated: November 9, 2021

Introduced by: Cate Wylie in collaboration with NCHC Endorsed by: A&L Committee

Date Passed: 11/3/2021 Committee Vote: unanimous vote Fiscal Impact: \$81,600 annually for NCHC

M/S Bialecki/Voermans to adopt Resolution 2021-11-50. Discussion followed. Motion carried by a voice vote.

6) Resolution 2021-11-51

Resolution Approving 2022 Contract between Lincoln County and Board of Regents of the University of Wisconsin System

WHEREAS, Lincoln County (County) pursuant to the authority vested in the County Administrative & Legislative Committee by sections 59.22 (2) (d) and 59.56 (3) of Wisconsin Statutes, and the Board of Regents, University of Wisconsin System, on behalf of the Division of Extension, Lincoln County, UW Madison, agrees to conduct Extension programs in Lincoln County; and

WHEREAS, Extension provides educational programs in Agriculture, Community & Economic Development, Health & Well-Being, 4-H, and Youth Development to meet local needs and to connect the University of Wisconsin to Lincoln County with the primary goal of helping to transform lives and communities for the better; and

WHEREAS, as a result of Extension programming, Lincoln County will receive in FY 2022 (October 1, 2021-September 30, 2022) an additional benefit of inclusion in the federal grant funded FoodWise Nutrition Education Program of \$85,844; and

WHEREAS, for the estimated full salary and fringes provided in support of Extension positions in the county (not including FoodWise), Extension agrees to provide approximately \$140,000 and the county agrees to provide \$99,000, the amount stated in the 2022 contract between the county and the Board of Regents, University of Wisconsin System.

NOW, THEREFORE BE IT RESOLVED, the Lincoln County Board of Supervisors approves the attached contract.

Dated: November 9, 2021

Introduced by: Administrative and Legislative Committee
Committee Date Passed: November 3, 2021

Endorsed by: Administrative and Legislative
Committee Vote: 7-0

Fiscal Impact: Total university investment in Lincoln County Division of Extension education with FoodWise federal grant is approximately \$225,844. 2022 county contract in support of Extension education increased by \$3,175 from 2021.

M/S Friske/Voermans to adopt Resolution 2021-11-51. Art Lersch spoke on this resolution and answered questions. Discussion followed. Motion carried by a voice vote.

7) Resolution 2021-11-52

The Formation of a Broadband Committee

WHEREAS, in 2020, UW Extension Community Development Educator conducted a survey of property owners in the unincorporated portions of Lincoln County to determine the demand of high speed internet. This survey found that the internet service within Lincoln County was generally poor as well as costly. As such, it was concluded in the survey that the expansion of broadband is an inevitable need in Lincoln County; and WHEREAS, given the complexity and expense to expand broadband services, other northern Wisconsin counties with rural populations are actively seeking ways to develop broadband both individually and collaboratively with surrounding counties; and

WHEREAS, expansion of broadband is believed to be a central resource that is expected to best support economic development through greater internet access for business, schools, and home use; and

WHEREAS, the American Rescue Plan Act of 2021 specifically states the expansion of broadband to be an eligible expenditure for relief funding. Additionally, other grant funding through State and Federal resources are available; and

WHEREAS, the "middle mile" of infrastructure in Lincoln County needs to be strategically developed and invested in. This requires a greater understanding of options for expansion.

NOW, THEREFORE BE IT RESOLVED, the formation of a special interest committee is needed to gain a better understanding of broadband and the resources available for development, to partner with surrounding counties and entities, and to build a viable strategy for expanding the "middle mile" appropriately. This committee shall be made up of a minimum of three (3) Lincoln County Board Supervisors, the Administrative Coordinator, representatives from Lincoln County IT and Land Services (GIS) departments, and members-at-large representing townships/municipalities, economic development, schools, businesses, and other special interests groups within Lincoln County.

LET IT BE FURTHER RESOLVED, this committee will be subject to Wisconsin Open Meetings Law (§19.81), and shall report progress and make recommendations for action to the Lincoln County Board of Supervisors.

Dated: November 9, 2021

Introduced and Endorsed by: Patricia Voermans and A&L Committee Date Passed: 11/2/2021

Committee Vote: unanimous vote Fiscal Impact: no budget for this committee

M/S Heller/McCrank to adopt Resolution 2021-11-52. Discussion followed. Chair Koth cleared up questions regarding membership. Determining membership for this committee will follow our normal process. Supervisors who are interested in serving on this committee should send their interest in writing to Clerk Marlowe. Motion carried by a voice vote.

B. Ordinance: None

12. Reports of Claims: None.

13. M/S Heller/Loka approve the mileage and per diem for this meeting. Motion carried by a voice vote.

14. Next County Board Meeting: Tuesday, December 15 21, 2021, at 6:00 p.m., at the Lincoln County Service Center, 801 N Sales Street, Room 257, Merrill, WI 54452

15. M/S Bialecki/Woller to adjourn. Motion carried by a voice vote. Meeting adjourned at 10:10 a.m.

STATE OF WISCONSIN)

) SS

COUNTY OF LINCOLN)

I, Christopher J Marlowe, County Clerk in and for said Lincoln County, Wisconsin do hereby certify the within and foregoing is a true and accurate recital of all proceedings by and before the Board of Supervisors at their regular meeting, November 9, 2021
Christopher J Marlowe, County Clerk



11/23/2021 13:33
dan.leydet

LINCOLN COUNTY
YEAR-TO-DATE BUDGET REPORT
NOVEMBER 2021 YTD EXPENDITURE REPORT

1
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FOR 2021 11

JOURNAL DETAIL 2021 11 TO 2021 11

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0010 GENERAL FUND							
00 NON-DEPARTMENTAL	791,714	761,414	1,441,701.56	699,675.70	.00	-680,287.56	189.3%
10 COUNTY BOARD	2,462,859	2,462,859	2,167,733.37	294,704.43	.00	295,125.63	88.0%
20 ADMINISTRATIVE PERSONNEL	222,045	222,045	168,703.62	14,850.45	.00	53,341.38	76.0%
21 CORPORATION COUNSEL	206,459	236,759	200,302.50	10,686.10	.00	36,456.50	84.6%
22 FINANCE DEPARTMENT	496,911	496,911	427,941.74	21,167.82	.00	68,969.26	86.1%
23 COUNTY CLERK	202,777	202,777	175,583.23	12,132.41	.00	27,193.77	86.6%
24 TREASURERS DEPARTMENT	179,747	179,747	172,095.38	11,942.15	.00	7,651.62	95.7%
25 INFORMATION TECHNOLOGY	914,147	914,147	708,835.37	35,896.56	.00	205,311.63	77.5%
26 MAINTENANCE DEPARTMENT	1,687,950	2,191,688	1,662,909.34	73,826.36	.00	528,778.66	75.9%
27 VETERANS DEPARTMENT	187,925	199,227	149,194.11	14,185.45	.00	50,032.89	74.9%
30 CLERK OF COURTS	523,882	531,360	411,016.41	30,356.77	.00	120,343.59	77.4%
31 CIRCUIT COURT (PROBATE)	46,510	46,721	304,087.96	24,124.17	.00	54,507.04	84.8%
32 FAMILY COURT COMMISSIONER	294,424	294,424	228,247.26	17,218.18	.00	23,083.84	50.6%
33 DISTRICT ATTORNEYS OFFICE	1,544,147	1,577,326	767,059.20	77,319.85	.00	66,176.74	77.5%
41 LAND SERVICES DEPARTMENT	255,390	255,390	221,996.76	18,098.81	.00	810,266.80	48.6%
43 REGISTER OF DEEDS	224,133	230,384	167,319.00	3,368.68	.00	33,393.24	86.9%
44 UW EXTENSION	8,079,919	8,377,712	6,951,019.16	639,580.62	.00	63,065.00	72.6%
50 SHERIFFS DEPARTMENT	71,392	71,392	68,769.36	3,384.72	.00	1,426,692.84	83.0%
51 CORONERS DEPARTMENT	70,065	70,065	49,895.96	3,547.63	.00	2,622.64	96.3%
52 EMERGENCY MANAGEMENT	303,710	303,710	237,991.93	20,249.21	.00	20,169.04	71.2%
60 CHILD SUPPORT					.00	65,718.07	78.4%
TOTAL GENERAL FUND	19,124,701	19,984,653	16,706,040.38	2,026,316.07	.00	3,278,612.62	83.6%
0020 COUNTY ROADS FUND							
00 NON-DEPARTMENTAL	5,536,582	5,354,648	4,569,318.22	22,389.38	.00	785,329.78	85.3%
TOTAL COUNTY ROADS FUND	5,536,582	5,354,648	4,569,318.22	22,389.38	.00	785,329.78	85.3%
0021 JAIL ASSESSMENT FUND							
00 NON-DEPARTMENTAL	35,000	35,000	21,954.07	.00	.00	13,045.93	62.7%
TOTAL JAIL ASSESSMENT FUND	35,000	35,000	21,954.07	.00	.00	13,045.93	62.7%
0022 EMERGENCY MEDICAL FUND							

11/23/2021 13:33
dan.leydet

LINCOLN COUNTY
YEAR-TO-DATE BUDGET REPORT
NOVEMBER 2021 YTD EXPENDITURE REPORT

P 2
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FOR 2021 11

JOURNAL DETAIL 2021 11 TO 2021 11

0022	EMERGENCY MEDICAL FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
00	NON-DEPARTMENTAL	2,353,477	2,353,477	1,914,636.01	7,568.10	.00	438,840.99	81.4%
	TOTAL EMERGENCY MEDICAL FUND	2,353,477	2,353,477	1,914,636.01	7,568.10	.00	438,840.99	81.4%
0023	HEALTH DEPARTMENT FUND							
00	NON-DEPARTMENTAL	1,068,699	1,068,699	1,327,762.04	396,087.37	.00	-259,063.04	124.2%
	TOTAL HEALTH DEPARTMENT FUND	1,068,699	1,068,699	1,327,762.04	396,087.37	.00	-259,063.04	124.2%
0024	SOCIAL SERVICES FUND							
00	NON-DEPARTMENTAL	2,699,731	2,699,731	2,411,515.98	156,978.94	.00	288,215.02	89.3%
	TOTAL SOCIAL SERVICES FUND	2,699,731	2,699,731	2,411,515.98	156,978.94	.00	288,215.02	89.3%
0030	DEBT SERVICE FUND							
00	NON-DEPARTMENTAL	4,197,250	4,197,250	1,597,250.00	501,025.00	.00	2,600,000.00	38.1%
	TOTAL DEBT SERVICE FUND	4,197,250	4,197,250	1,597,250.00	501,025.00	.00	2,600,000.00	38.1%
0050	DOG LICENSE FUND							
00	NON-DEPARTMENTAL	38,000	38,000	759.16	.00	.00	37,240.84	2.0%
	TOTAL DOG LICENSE FUND	38,000	38,000	759.16	.00	.00	37,240.84	2.0%
0051	SEC 125 BENEFIT FUND							
00	NON-DEPARTMENTAL	0	0	1,836.73	.00	.00	-1,836.73	100.0%
	TOTAL SEC 125 BENEFIT FUND	0	0	1,836.73	.00	.00	-1,836.73	100.0%
0053	DELINQUENT SPECIALS FUND							

11/23/2021 13:33
dan.leydet

LINCOLN COUNTY
YEAR-TO-DATE BUDGET REPORT
NOVEMBER 2021 YTD EXPENDITURE REPORT

P 3
glytdbud

FOR 2021 11

JOURNAL DETAIL 2021 11 TO 2021 11

0053	DELINQUENT SPECIALS FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
00	NON-DEPARTMENTAL	0	0	10,903.60	.00	.00	-10,903.60	100.0%
	TOTAL DELINQUENT SPECIALS FUND	0	0	10,903.60	.00	.00	-10,903.60	100.0%
0060	SOLID WASTE FUND							
00	NON-DEPARTMENTAL	2,195,861	2,195,861	1,279,346.94	263,152.38	.00	916,514.06	58.3%
	TOTAL SOLID WASTE FUND	2,195,861	2,195,861	1,279,346.94	263,152.38	.00	916,514.06	58.3%
0062	FORESTRY							
00	NON-DEPARTMENTAL	1,496,532	1,550,832	1,376,263.69	643,048.25	.00	174,568.31	88.7%
	TOTAL FORESTRY	1,496,532	1,550,832	1,376,263.69	643,048.25	.00	174,568.31	88.7%
0070	HIGHWAY FUND							
00	NON-DEPARTMENTAL	9,182,406	9,182,406	7,423,929.88	523,329.73	.00	1,758,476.12	80.8%
	TOTAL HIGHWAY FUND	9,182,406	9,182,406	7,423,929.88	523,329.73	.00	1,758,476.12	80.8%
0071	SELF FUNDED HEALTH INSURANCE							
00	NON-DEPARTMENTAL	0	0	2,946,704.56	3,282.66	.00	-2,946,704.56	100.0%
	TOTAL SELF FUNDED HEALTH INSURANC	0	0	2,946,704.56	3,282.66	.00	-2,946,704.56	100.0%
	GRAND TOTAL	47,928,239	48,660,557	41,588,221.26	4,543,177.88	.00	7,072,335.74	85.5%

** END OF REPORT - Generated by Dan Leydet **



LINCOLN COUNTY

ADMINISTRATION DEPARTMENT

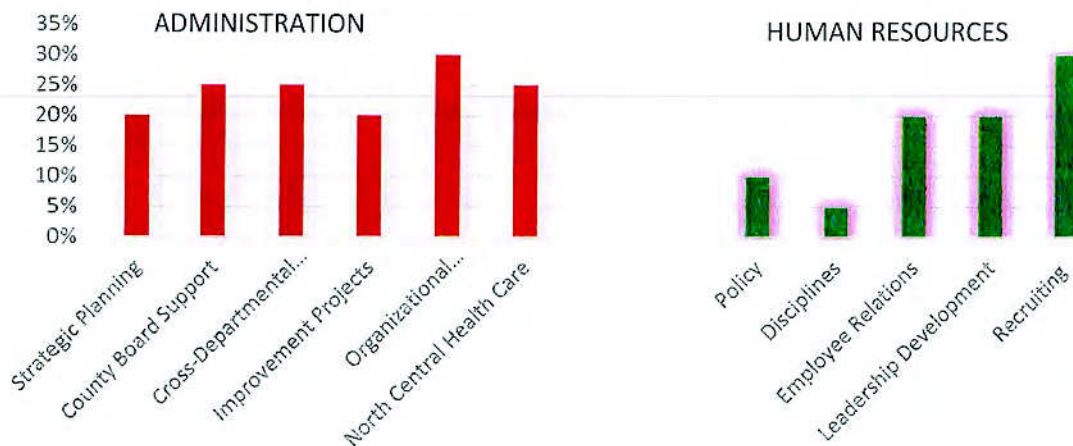
Cate Wylie

Administrative Coordinator

Human Resources Director

Administrative Coordinator/ HR Director Report

November 3, 2021



ADMINISTRATIVE REPORT

North Central Health Care

- Revise the Tri-County Agreement; Board appointments

Collective Bargaining:

- Ongoing negotiations going well
- Next bargaining meeting: 12/6/2021

County Business and Interests

- Response to Lincoln County citizen concerns
- Broadband
- County-wide emergency response review
- Federal Final Rule on COVID vaccine

Departmental Collaboration:

- ARPA Project Team
- Tax Delinquent Properties
- Impacts of COVID and departmental operations
- Court security and Historical Society
- Highway operations



LINCOLN COUNTY
ADMINISTRATION DEPARTMENT
Cate Wylie
Administrative Coordinator
Human Resources Director

HUMAN RESOURCES REPORT

Open Positions Updates:

- Social Worker – accepting applications/interviewing
- Correctional Officer – accepting applications
- IT Systems Admin – accepting applications
- LTE COVID Response Assistant – accepting applications
- Human Resources Specialist – accepting applications

New Hires and Transfers

- Jim Wayda – Promotion to Highway Crew Foreman
- Jason Lemmer – returning to Highway Superintendent position
- Sharon Anderson – Health Department Contact Tracer
- David Tinker – Correctional officer
- Tonia Tabbert – Correctional Officer



Lincoln County Corporation Counsel

Karry A. Johnson

Corporation Counsel
715/539-1015

karry.johnson@co.lincoln.wi.us

Lincoln County Service Center
801 N. Sales Street, Suite 207
Merrill, WI 54452
Fax: 715/539-8053

Corporation Counsel Report: 12/01/2021

Ordinance/Board Rules Update

- Parliamentary designee
- Clarification/Asking CC for legal opinion

Legal Work Update

- Child support
- Enforcement (POWTS, zoning, sheriff)
- Social Services (CAN/DHA appeals, GNs, TPRs)
- Tax Deed/Eviction

Opioid Litigation Update

- Resolution in Packet for Approval
- Other litigation remains pending



Lincoln County Corporation Counsel

Karry A. Johnson

Corporation Counsel
715/539-1015

karry.johnson@co.lincoln.wi.us

Lincoln County Service Center
801 N. Sales Street, Suite 207
Merrill, WI 54452
Fax: 715/539-8053

ACTIVITY REPORT 10/25/2021 – 11/21/2021

<u>Department/Committee</u>	<u>Hours</u>	<u>Subject Matter</u>
A&L	4.5	Prepare reports for committee; review packet; Attend meeting; RONR tabled resolutions, taking from table; Draft ordinance/lang re: Parliamentarian, CC consult;
Admin	24.75	CLE Open Records; WCA meetings; leadership huddles; collective bargaining; OSHA ETS; gift/gratuity/holiday memo; 21Act82 mtg; Rev legislative updates
Child Support	11.0	Case prep and attend hearings; pleading review/approval
Clerk of Courts	3.0	FCC contract, OR req;
County Board	12.0	Draft ordinance/board rules revisions; Opioid Lit updates: settlement document status, Zoom mtgs; ARPA; docs for packet, rev agenda, mtg;
County Clerk	4.5	Tax deed group meeting, updates; rev stats, ords; Rady property, correction
Emergency Management		
Finance		
Forestry	5.25	Carbon credits; Timber sale Ks; Tax deed properties, Tutor; Prepare eviction action S&C;
Health	10.25	Enforcement of LHO orders, isolation/quarantine; school district issues/contact tracing/order enf; DHS meetings, sample docs re: enf of LHO orders; medical advisor
Hwy	3.5	RFPs; mva/Qs re: claim, procedures, ins; Progressive claim
IT	1.5	Google training, follow up Qs
Land Services	20.50	NMM, mtg re: enforcement, orders; sign ordinance; zoning violations/court dates; RFPs; CUPs; Tarin Ln matter; POWTS, trials; LSC mtg; Subpoena/surveyor; draft contracts for ROD, PLSS projects;
Law Enforcement/EMS/Judicial	10.25	Ambulance Ks, review/revise/consults; Prep/review for committee mtg, attend mtg; Aegis/Liab re: Amb Ks;
Maintenance	.5	Lease renewals;
Personnel		
Pine Crest/NCHC		
Probate/Courts		
Public Property		
Register of Deeds		
Sheriff	5.5	Harrison Tower, lease; Contract review; OR request/jail; HomeWAV contract;
Social Services	22.0	GN matters; TPR matters/SB; CAN appeals; IV-E app; ICWA research re: GN matter; SW Cert issues/DSPS;
Solid Waste	.5	Ins policy renewal;
Treasurer	9.25	Tax deeds, title Qs; Review all bankruptcy files re: tax deeds;
UW Ext	1.25	DOA; contract renewal/review
Veterans Service	.5	Employee matter;
Totals	149.75	

Resolution 2021-12-53

Motion by:				
Second by:				
Dist.	Supervisor	Y	N	Abs
19	Allen			
6	Ashbeck			
1	Bialecki			
11	Breitenmoser			
13	Callahan			
9	Friske			
12	Gilk			
20	Gorski			
14	Hafeman			
8	Heller			
17	Koth			
16	Loka			
3	McCrank			
15	Nelson			
22	Panfil			
5	Peterson			
7	Rusch			
21	Simon			
18	Voermans			
2	Weaver			
4	Wendt			
10	Woller			
Totals				
Carried				
Defeated				
Amended				
Voice vote				
Roll call				

Ordering County Clerk to Take Tax Deeds of the 2018 Sale

WHEREAS, sec 3.17, Lincoln County Code (Lincoln County Policy for Screening of Tax Delinquent Property for Possible Acquisition) requires the Property Evaluation Team inspect tax delinquent properties and report to the Finance & Insurance Committee its' recommendations; and

WHEREAS, the Finance & Insurance Committee has approved the acquisition of the tax deeds for parcels (as reflected on the attachment hereto) whose owner has not payed the delinquent taxes as of 12/21/2021 or whose owner does not now/hereafter comply with their County Clerk Payment Agreement terms; and

NOW, THEREFORE BE IT RESOLVED, subject to the above payment provisions, that the County Clerk be and is hereby ordered to take tax deeds from the tax delinquent properties itemized on the attachment hereto on the unredeemed tax certificates of the 2018 sale and also those of prior years, which have not been deeded to Lincoln County, pursuant to sec. 75.14, Wis. Stats., excepting that no tax deed will be taken for any description upon which the county already holds a good tax deed.

Dated this 21st day of December, 2021

Introduced by: Finance & Insurance Committee

Committee Action: Passed 4-0

Sponsored By: Julie Allen, Norbert Ashbeck, Greta Rusch, and Eugene Simon

Fiscal Impact: \$ 241,248.63

Drafted by: Christopher Marlowe, Lincoln County Clerk

STATE OF WISCONSIN)
) SS:
COUNTY OF LINCOLN)

I hereby certify that this resolution/ordinance is a true and correct copy of a resolution/ordinance adopted by Lincoln County Board of Supervisors on:

December 21, 2021

Christopher J. Marlowe
County Clerk

RESOLUTION 2021-12-53 SUPPORTING DOCUMENTATION
DECEMBER 2021 TAX DEED TAKE LIST

PIN NUMBER	OWNER	SITE ADDRESS	TAXES, PENALTY, AND INTEREST OWED	SUPERVISORY DISTRICT
00233071239997	VAN OOSTERUM, JOSEPH (Deceased)	COUNTY RD J GLEASON, WI 54435	\$ 1,007.58	19
00233071329998	VAN OOSTERUM, JOSEPH (Deceased)	COUNTY RD J GLEASON, WI 54435	\$ 6,091.16	19
00434060929994	PODEWELTZ, PHILLIP AND CRYSTAL	W6460 ROBIN LN TOMAHAWK, WI 54487	\$ 3,498.94	17
00434063029975	WARD, ARTHUR D, JOHN A, AND JOHN T	SWAMP RD TOMAHAWK, WI 54487	\$ 704.82	17
00434063129997	KERWIN, JEROME M AND DIANE C	NONE	\$ 505.03	17
00434063549998	DOTTER, DAVID L	NONE	\$ 26,989.25	22
00435060939997	FLAHERTY, SHIRLEY, KEVIN, AND KATHLEEN L	TOMAHAWK RIVER RD TOMAHAWK, WI 54487	\$ 1,835.79	13
00633041649996	BAHR, GENE R	NONE	\$ 13,446.91	12
01235072039977	LARJAKE INC	COUNTY RD A	\$ 5,348.47	19
01431060149916	TO WHOM IT MAY CONCERN	NONE	\$ 59.55	21
01432061229985	SCHREIBER, SCOTT J	NONE	\$ 3,272.10	22
01432073129981	ERICKSON, JOHN W AND BARBARA G	N2696 MAPLEWOOD RD MERRILL, WI 54452	\$ 17,403.22	21
01631071119994	VANDERKAM, ARDEN R (Deceased)	W2912 MAPLE RD MERRILL, WI 54452	\$ 16,389.54	9
01631071529997	TEEPLES, DAVID AND BECKY	W3695 STATE RD 64 MERRILL, WI 54452	\$ 14,822.33	10
01833060249998	ROUTE FINANCIAL LLC	NONE	\$ 1,956.05	22
01833063019970	SEVERT, STEVEN L AND SHELIA A	STATE RD 107 IRMA, WI 54442	\$ 955.41	22
02033081049995	HILBELINK, STUART	N6637 NEUWIRTH RD GLEASON, WI 54435	\$ 5,317.93	18
02431061649987	HARTWIG, TYLOR D	W6104 JOE SNOW RD MERRILL, WI 54452	\$ 7,276.58	11
02634071519996	WINTER, LARRY	NONE	\$ 3,110.91	19
02835040319994	ZWECK, EDWARD D (Deceased)	W10677 US HWY 8 TRIPOLI, WI 54564	\$ 1,666.44	14
02835040419990	PERRODIN, MARGO	NONE	\$ 4,088.03	13
02835041139995	ROBERT V NOWAK REVOCABLE TRUST	NONE	\$ 1,726.09	13
03034041539994	HOGAN, PAUL J AND RUBINO, MICHAEL L	BRIDGE RD TRIPOLI, WI 54564	\$ 1,809.73	13
03034041539998	HOGAN, PAUL J AND RUBINO, MICHAEL L	NONE	\$ 2,341.99	13
03034051149955	LEAHY, ROBERT J	W7760 ANCHOR BAY LN TOMAHAWK, WI 54487	\$ 5,298.11	14
03235050519995	GIESE, CHARLES E	W9085 US HWY 8 TRIPOLI, WI 54564	\$ 12,852.47	13
03235050649994	BOS, PATRICIA, NICHOLS, KEITH NICHOLS, KENNETH, AND HOUSLER, JEANNE	NONE	\$ 765.29	13
25131061110025	ARTHUR FERGIEN	405 E 7TH ST MERRILL, WI 54452	\$ 2,149.31	3
25131061110026	BOST, GEORGE F	607 DOUGLAS ST MERRILL, WI 54452	\$ 1,076.42	3
25131061110027	AMERICAN EQUITY FUNDING INC	609 DOUGLAS ST MERRILL, WI 54452	\$ 4,330.82	3
25131061130382	WILDING, JEFFREY J	405 N GENESEE ST MERRILL, WI 54452	\$ 9,611.92	4
25131061130386	LIVINGSTON, ED	410 N PROSPECT ST MERRILL, WI 54452	\$ 8,420.80	4
28634060320026	FUZZY'S AUTO LLC	404 S TOMAHAWK AVE TOMAHAWK, WI 54487	\$ 47,853.04	16
28635063430390	COGDAL (FUSZARD), KATHLEEN K	204 S 2ND ST TOMAHAWK, WI 54487	\$ 7,266.60	16
			\$ 241,248.63	

Resolution 2021-12-54

ACCEPTING DONATION FOR LINCOLN COUNTY POLLINATOR GARDEN

Motion by:				
Second by:				
Dist.	Supervisor	Y	N	Abs
19	Allen			
6	Ashbeck			
1	Bialecki			
11	Breitenmoser			
13	Callahan			
9	Friske			
12	Gilk			
20	Gorski			
14	Hafeman			
8	Heller			
17	Koth			
15	Nelson			
16	Loka			
3	McCrank			
22	Panfil			
5	Peterson			
7	Rusch			
21	Simon			
18	Voermans			
2	Weaver			
4	Wendt			
10	Woller			
Totals				
Carried				
Defeated				
Amended				
Voice vote				
Roll call				

WHEREAS, the Lincoln County Pollinator Garden was established around the Lincoln County Service Center in 2019 to decrease grounds maintenance costs while also combatting declining bee and butterfly populations; and

WHEREAS, the Lincoln County Pollinator Garden has provided a positive community space for the residents of Lincoln County; and

WHEREAS, the Lincoln County Pollinator Garden has been used as a living classroom by Lincoln County Schools, UW-Master Gardeners, and other groups to conduct in-person and hands-on instruction about pollinators and prairie habitat; and

WHEREAS, the Land Services Department strives to continue enhancing learning opportunities that the Lincoln County Pollinator Garden provides to Lincoln County residents; and

WHEREAS, the ROCK ISLAND X-PRESS SNOWMOBILE CLUB has made a donation intended to help continue educational events provided by the Lincoln County Pollinator Garden.

NOW, THEREFORE BE IT RESOLVED, that the Lincoln County Board of Supervisors accepts the \$200 for funding the Pollinator Garden Community and School educational events, as the donation requests.

Dated: December 9, 2021

Introduced by: Land Services Committee

Endorsed by: Chris Heller, Bill Bialecki, Greta Rusch, Julie Allen, Elizabeth McCrank and Hans Breitenmoser

Date Passed: 12/9/21 Committee Vote: 6-0

Fiscal Impact: Receiving \$200 in funds to be used for expenses related to Pollinator Garden Community and School educational events.

Drafted by: Mike Huth (Zoning Program Manager - Land Services Administrator)

STATE OF WISCONSIN)
)
 SS
 COUNTY OF LINCOLN)

I hereby certify that this resolution/ordinance is a true and correct copy of a resolution/ordinance adopted by Lincoln County Board of Supervisors on:

Christopher J. Marlowe
 County Clerk

Resolution 2021-12-55

ZONING BOARD OF ADJUSTMENT MEMBERS

WHEREAS, the Lincoln County Zoning Board of Adjustment (BOA) hears and decides on requests for variations from the dimensional regulations of the zoning ordinance. The BOA determines if the variance request will not be contrary to the public interest, are owing to special factors, and if literal enforcement of the provisions of the zoning ordinance would result in a practical difficulty or an unnecessary hardship ; and

WHEREAS, the BOA authorizes variances once they determine that the spirit of the zoning chapter is observed, public safety and welfare secured, and substantial justice done; as provided for by Wisconsin Statutes and applicable case law; and

WHEREAS, Section 17.8.12 - ZONING BOARD OF ADJUSTMENT of the Lincoln County Code establishes the BOA membership and membership number. Membership is approved through appointment made by the Chair of the County Board, according to procedures established under §59.694(10), Wis. Stats; and

WHEREAS, §59.694(2), Wis. Stats. states that for counties with a population of less than 750,000 the BOA shall consist of not more than 5 members and also provides the process for establishing the number of BOA members, specifically the reduction of BOA members below 5 but not less than 3; and

WHEREAS, Lincoln County has had difficulty maintaining a membership of 5 members on the BOA, and did not have the desired designation within its membership for the 2 alternates provided for under §59.694(2), Wis. Stats; and

WHEREAS, the Land Services Committee approved a change in the aforementioned Lincoln County Code Section to provide for 3 members and 2 alternates to the BOA, and recommended the proposal be presented to the County Board for approval; and

WHEREAS, §59.694(2)(a), Wis. Stats., states that the BOA membership be “determined by resolution of the county board,” thereby seemingly requiring both a resolution to the County Board as well as the change in Lincoln County Code Section 17.8.12, which contains the membership makeup for the BOA in Lincoln County; and

WHEREAS, the Lincoln County Land Services Committee distributed the proposed BOA membership reduction to the public and towns, received testimony at public hearing and is recommending to the County Board to amend the Lincoln County Zoning Ordinance to reduce the BOA membership, and

NOW, THEREFORE BE IT RESOLVED, that the Lincoln County Board of Supervisors reduces the Lincoln County Board of Adjustment membership to 3 members and 2 alternate members.

Dated: December 21st, 2021

Introduced by: Land Services Committee

Endorsed by: Chris Heller, Bill Bialecki, Greta Rusch, Julie Allen, Elizabeth McCrank and Hans Breitenmoser

Date Passed: 12/9/21

Committee Vote: 6-0

Fiscal Impact: None

Drafted by: Mike Huth (Zoning Program Manager - Land Services Administrator)

Motion by:				
Second by:				
Dist.	Supervisor	Y	N	Abs
19	Allen			
6	Ashbeck			
1	Bialecki			
11	Breitenmoser			
13	Callahan			
9	Friske			
12	Gilk			
20	Gorski			
14	Hafeman			
8	Heller			
17	Koth			
15	Nelson			
16	Loka			
3	McCrank			
22	Panfil			
5	Peterson			
7	Rusch			
21	Simon			
18	Voermans			
2	Weaver			
4	Wendt			
10	Woller			
Totals				
Carried				
Defeated				
Amended				
Voice vote				
Roll call				

STATE OF WISCONSIN)
) SS
 COUNTY OF LINCOLN)

I hereby certify that this resolution/ordinance is a true and correct copy of a resolution/ordinance adopted by Lincoln County Board of Supervisors on:

 Christopher J. Marlowe
 County Clerk

Board: County Board
Meeting Date: 12/21/21



County Board Action Report

TO: County Board

FROM: Mike Huth, Zoning Program Manager-Land Services Administrator

DATE: 12/10/21

SUBJECT: Resolution – Zoning Board of Adjustment Members
CH 17- Zoning Ordinance Update (Zoning Board of Adjustment Members)

The Board of Adjustment (BOA) hears and decides on requests for variations from the dimensional regulations of the zoning ordinance. The BOA determines if the variance request will not be contrary to the public interest, are owing to special factors, and if literal enforcement of the provisions of the zoning ordinance would result in a practical difficulty or an unnecessary hardship. The BOA authorizes variances once they determine that the spirit of the zoning chapter is observed, public safety and welfare secured, and substantial justice done; as provided for by Wisconsin Statutes and applicable case law.

BOA members are appointed by the Chair of the County Board and members serve staggered 3-year terms. The current BOA consists of 5 members (plus 2 alternates). It has been very difficult over the past few years to maintain a full BOA membership including filling the seats of the alternate members. This results in problems meeting quorum requirements should any member not attend the meeting.

§59.694(2), Wis. Stats. provides the following details on establishing the number of BOA members:

In counties with a population of less than 750,000, the board of adjustment shall consist of not more than 5 members as determined by resolution of the county board. The chairperson of the county board shall appoint the members with the approval of the county board for terms of 3 years beginning July 1. The incumbent members shall continue to serve until their terms expire. The county board resolution increasing the size of the board of adjustment shall indicate how many members shall be appointed for 1, 2 and 3 years prior to July 1 of the year in which the change takes effect in making the first appointments. If the county board, by resolution, determines to reduce the membership of the board of adjustment below 5 but not less than 3, one of the positions for which the term expires as determined by lot shall not be filled each year until the requisite number of positions has been reached.

With the approval of the Land Services Committee (LSC), Land Services staff and Corporation Council prepared the updated ordinance text, set a date/time for a public hearing to be held, and distributed the proposed text to all the Towns asking for resolutions of support or rejection. The public hearing was noticed in the proper manner and the LSC conducted the public hearing on November 11, 2021, at which time all interested persons/towns were encouraged to offer

objections, approvals, criticisms, or suggestions to the proposed ordinance text. At the conclusion of the public hearing the LSC determined that a favorable recommendation should be made to the County Board regarding this matter with the ordinance text as proposed.

At the December 9, 2021 LSC meeting, the LSC determined that the enclosed resolution be forwarded to the County Board with a favorable recommendation to reduce the membership of the board of adjustment below 5 but not less than 3.

REQUESTED ACTION:

Staff and the LSC are recommending that the County Board approve of the resolution and proposed ordinance text amendment as presented.

Motion by:				
Second by:				
Dist.	Supervisor	Y	N	Abs
19	Allen			
6	Ashbeck			
1	Bialecki			
9	Friske			
11	Breitenmoser			
13	Callahan			
12	Gilk			
20	Gorski			
14	Hafeman			
8	Heller			
17	Koth			
16	Loka			
3	McCrank			
15	Nelson			
22	Panfil			
5	Peterson			
7	Rusch			
21	Simon			
18	Voermans			
2	Weaver			
4	Wendt			
10	Woller			
Totals				
Carried				
Defeated				
Amended				
Voice vote				
Roll call				

Cancellation of County Checks

WHEREAS, it is in the business interest of Lincoln County that all County Checks be negotiated promptly, and

WHEREAS, the following checks have reached their expiration date,

NOW, THEREFORE BE IT RESOLVED, by the Lincoln County Board of Supervisors that the following checks be canceled and returned to the fund from which the check originated:

<u>DATE</u>	<u>CHECK #</u>	<u>NAME</u>	<u>AMOUNT</u>
08/2020	329188	JOYCE DORAVA	\$9.00
09/2020	329468	KATHY ECHTERLING	\$6.75
12/2020	330453	RENEE NIES	\$2.42
03/2021	331774	JOSE TABORA	\$2.54
04/2021	332128	AARON J NIEMAN	\$10.01
06/2021	332825	STEVEN WESTFALL	\$4.00
06/2021	332958	BRYAN PFORTMILLER	\$16.02
<u>TOTAL</u>			<u>\$ 50.74</u>

Dated: December 21, 2021

Introduced by: Finance Committee

Endorsed by: Ashbeck, Rusch, Simon, Weaver

Committee Action: Passed unanimously by voice vote (4-0)

Fiscal Impact: Reduce expenses by: \$ 50.74

Drafted by: Robbin Gigl, Lincoln County Treasurer

STATE OF WISCONSIN)
) SS:
 COUNTY OF LINCOLN)

I hereby certify that this resolution/ordinance is a true and correct copy of a resolution/ordinance adopted by Lincoln County Board of Supervisors on:

 Christopher J. Marlowe
 County Clerk

Motion by:				
Second by:				
Dist.	Supervisor	Y	N	Abs
19	Allen			
6	Ashbeck			
1	Bialecki			
11	Breitenmoser			
13	Callahan			
9	Friske			
12	Gilk			
20	Gorski			
14	Hafeman			
8	Heller			
17	Koth			
15	Nelson			
16	Loka			
3	McCrank			
22	Panfil			
5	Peterson			
7	Rusch			
21	Simon			
18	Voermans			
2	Weaver			
4	Wendt			
10	Woller			
Totals				
Carried				
Defeated				
Amended				
Voice vote				
Roll call				

Approving Conveyance of Delinquent Real Estate to the City of Tomahawk

NOW, THEREFORE BE IT RESOLVED, by the Lincoln County Board of Supervisors duly assembled this 21st day of December, 2021 that, upon Lincoln County obtaining title to the below-described property by tax deed, the following conveyance of real estate to be made by the County Clerk on behalf of Lincoln County be, and the same is hereby ratified, confirmed, and approved:

Purchaser	Description	Amount
City of Tomahawk	404 S. Tomahawk Ave	\$6,187.79
	Lots One (1) and Two (2), in Block One (1) of Pride's Addition to the City of Tomahawk, Lincoln County, Wisconsin.	

PIN: 286-3406-032-0026

Dated: December 21, 2021

Introduced by: Forestry, Land and Parks Committee

Endorsed by: William Bialecki, Norbert Ashbeck, Don Friske, Judy Woller, and Timothy Panfil

Date Passed: December 13, 2021 Committee Vote: All Ayes

Fiscal impact: \$ 6,187.79

Drafted by: Dean Bowe, Forest Administrator

STATE OF WISCONSIN)
) SS:
 COUNTY OF LINCOLN)

I hereby certify that this resolution/ordinance is a true and correct copy of a resolution/ordinance adopted by Lincoln County Board of Supervisors on:

 Christopher J. Marlowe
 County Clerk

Motion by:				
Second by:				
Dist.	Supervisor	Y	N	Abs
19	Allen			
6	Ashbeck			
1	Bialecki			
11	Breitenmoser			
13	Callahan			
9	Friske			
12	Gilk			
20	Gorski			
14	Hafeman			
8	Heller			
17	Koth			
15	Nelson			
16	Loka			
3	McCrank			
22	Panfil			
5	Peterson			
7	Rusch			
21	Simon			
18	Voermans			
2	Weaver			
4	Wendt			
10	Woller			
Totals				
Carried				
Defeated				
Amended				
Voice vote				
Roll call				

Approving Conveyance of Delinquent Real Estate to the City of Merrill

NOW, THEREFORE BE IT RESOLVED, by the Lincoln County Board of Supervisors duly assembled this 21st day of December, 2021 that, upon Lincoln County obtaining title to the below-described properties by tax deed, the following conveyance of real estate to be made by the County Clerk on behalf of Lincoln County be, and the same is hereby ratified, confirmed, and approved:

Purchaser	Description	Amount
City of Merrill	607 Douglas St South One-half (S ½) of Lot Eight (8) Block Four (4) of J M Smith's Fourth Addition to Merrill, City of Merrill, Lincoln County, Wisconsin. PIN: 251-3106-111-0026	\$ 398.56
	609 Douglas St North One-half (N 1/2) of Lot Eight (8) Block Four (4) of J M Smith's Fourth Addition to Merrill, City of Merrill, Lincoln County, Wisconsin. PIN: 251-3106-111-0027	\$ 453.88
	405 N Genesee St Lot Three (3) Block Six (6), J M Smith's Addition to West Merrill, City of Merrill, Lincoln County, Wisconsin. PIN: 251-3106-113-0382	\$ 3,119.35
	410 N Prospect St Lot Seven (7) Block Six (6) of J M Smith's Addition to West Merrill, City of Merrill, Lincoln County, Wisconsin. PIN: 251-3106-113-0386	\$ 2,208.06
	405 E 7 th St Lots Six (6) and Seven (7) in Block Four (4) of J M Smith's Fourth Addition to Merrill, City of Merrill, Lincoln County, Wisconsin. PIN: 251-3106-111-0025	\$ 3,984.25

Dated: December 21, 2021

Introduced by: Forestry, Land and Parks Committee
Endorsed by: William Bialecki, Norbert Ashbeck, Don Friske, Judy Woller, and Timothy Panfil

Date Passed: December 13, 2021 Committee Vote: All Ayes

Fiscal impact: \$ 10,164.10

Drafted by: Dean Bowe, Forest Administrator

STATE OF WISCONSIN)
) SS:
COUNTY OF LINCOLN)

I hereby certify that this resolution/ordinance is a true and correct copy of a resolution/ordinance adopted by Lincoln County Board of Supervisors on:

Christopher J. Marlowe
County Clerk

Resolution 2021-12-59

Resolution Authorizing Lincoln County to Enter Into the Settlement Agreements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., Agree to the Terms of the MOU Allocating Settlement Proceeds, and Authorize Entry Into the MOU with the Attorney General

WHEREAS, in Resolution No. 2017-10-102, the County Board of Supervisors authorized the County to enter into an engagement agreement with von Briesen & Roper, S.C., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the “Law Firms”) to pursue litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the “Opioid Defendants”) in an effort to hold the Opioid Defendants financially responsible for the County’s expenditure of vast money and resources to combat the opioid epidemic;

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

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

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

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

WHEREAS, the settlement discussions with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (the “Settling Defendants”) resulted in a tentative agreement as to settlement terms pending agreement from the County and other plaintiffs involved in the Litigation;

WHEREAS, copies of the Distributors Settlement Agreement and Janssen Settlement Agreement (collectively “Settlement Agreements”) representing the terms of the tentative settlement agreements with the Settling Defendants have been made available for review with this Resolution;

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

Motion by:				
Second by:				
Dist.	Supervisor	Y	N	Abs
19	Allen			
6	Ashbeck			
1	Bialecki			
11	Breitenmoser			
13	Callahan			
9	Friske			
12	Gilk			
20	Gorski			
14	Hafeman			
8	Heller			
17	Koth			
15	Nelson			
16	Loka			
3	McCrank			
22	Panfil			
5	Peterson			
7	Rusch			
21	Simon			
18	Voermans			
2	Weaver			
4	Wendt			
10	Woller			
Totals				
Carried				
Defeated				
Amended				
Voice vote				
Roll call				

STATE OF WISCONSIN)
) SS
 COUNTY OF LINCOLN)

I hereby certify that this resolution/ordinance is a true and correct copy of a resolution/ordinance adopted by Lincoln County Board of Supervisors on:

 Christopher J. Marlowe
 County Clerk

WHEREAS, the County is a Participating Subdivision in the Settlement Agreements and has the opportunity to participate in the benefits associated with the Settlement Agreement provided the County (a) approves the Settlement Agreements; (b) approves the Memorandum of Understanding allocating proceeds from the Settlement Agreements among the various Wisconsin Participating Subdivisions, a copy of which is attached to this Resolution (the "Allocation MOU"); (c) approves the Memorandum of Understanding with the Wisconsin Attorney General regarding allocation of settlement proceeds, a copy of which is attached to this Resolution (the "AG MOU"); and (d) the Legislature's Joint Committee on Finance approves the terms of the Settlement Agreements and the AG MOU;

WHEREAS, 2021 Wisconsin Act 57 created § 165.12 of the Wisconsin Statutes relating to the settlement of all or part of the Litigation;

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

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

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

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

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

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

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

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

WHEREAS, the County, by this Resolution, shall establish the Opioid Abatement Account for the receipt of the proceeds of the Settlement Agreements consistent with the terms of this Resolution;

WHEREAS, the County's Opioid Abatement Account shall be separate from the County's general fund, shall not be commingled with any other County funds, and shall be dedicated to funding opioid abatement measures as provided in the Settlement Agreements;

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

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

WHEREAS, it is anticipated the amount of any award from the fee fund established in the Settlement Agreements will be insufficient to satisfy the County's obligations under the engagement agreement with the Law Firms;

WHEREAS, the County, by this Resolution, and pursuant to the authority granted the County in the applicable Order emanating from the Litigation in relation to the Settlement Agreements and payment of attorney fees, shall execute an Escrow Agreement, which shall among other things direct the escrow agent responsible for the receipt and distribution of the proceeds from the Settlement Agreements to establish an account for the purpose of segregating funds to pay the fees, costs, and disbursements of the Law Firms owed by the County (the "Attorney Fees Account") in order to fund a state-level "backstop" for payment of the fees, costs, and disbursements of the Law Firms;

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

WHEREAS, the intent of this Resolution is to authorize the County to enter into the Settlement Agreements, the Allocation MOU, and the AG MOU including authorizing the Board Chair to sign all settlement documents including the Settlement Participation Forms, establish the County's Opioid Abatement Account, and establish the Attorney Fees Account; and

WHEREAS, the County, by this Resolution, shall also authorize its Corporation Counsel to negotiate and finalize any escrow agreement, and further authorize the Board Chair to execute such escrow agreement and other document or agreement necessary to effectuate the Settlement Agreements and the other agreements referenced herein;

NOW, THEREFORE, BE IT RESOLVED: the County Board of Supervisors hereby approves:

1. The execution of the Distributors Settlement Agreement and any and all documents ancillary thereto, including the Settlement Participation Form, and authorizes the Board Chair to execute same.
2. The execution of the Janssen Settlement Agreement and any and all documents ancillary thereto, including the Settlement Participation Form, and authorizes the Board Chair to execute same.
3. The final negotiation and execution of the Allocation MOU in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the Board Chair to execute the same upon finalization provided the percentage share identified as allocated to the County is substantially similar to that identified in the Allocation MOU provided to the Board with this Resolution.
4. The final negotiation and execution of the AG MOU in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the Board Chair to execute same.
5. The Corporation Counsel's negotiation and the Board Chair's execution of the Escrow Agreement for the receipt and disbursement of the proceeds of the Settlement Agreements as referenced in the Allocation MOU.

BE IT FURTHER RESOLVED: the County hereby authorizes the establishment of an account separate and distinct from the County's general fund which shall be titled "Opioid Abatement Account." All proceeds from the Settlement Agreements not otherwise directed to the Attorney Fees Account established under the Escrow Agreement shall be deposited in the Opioid Abatement Account. The Opioid Abatement Account shall be administered consistent with the terms of this Resolution, Wis. Stat. § 165.12(4), and the Settlement Agreements.

BE IT FURTHER RESOLVED: the County hereby authorizes the escrow agent under the Escrow Agreement to establish an account separate and distinct from any account containing funds allocated or allocable to the County which shall be referred to by the County as the "Attorney Fees Account." The escrow agent shall deposit a sum equal to, but in no event exceeding, an amount equal to 25% of the County's proceeds from the Settlement Agreements into the Attorney Fees Account. If the payments to the County are not enough to fully fund the Attorney Fees Account as provided herein because such payments are made over time, the Attorney Fees Account shall be funded by placing up to, but in no event exceeding, an amount equal to 25% of a Local Government's allocated share in the Attorney Fees Account for each payment. Funds in the Attorney Fees Account shall be utilized to pay the fees, costs, and disbursements owed the Law Firms pursuant to the engagement agreement between the County and the Law Firms provided, however, the Law Firms shall receive no more than 25% of the proceeds of the Settlement Agreements when considering the amounts paid the Law Firms from the fee fund established in the Settlement Agreements and allocable to the County. The Law Firms may make application for payment from the Attorney Fees Account at any time and the County shall cooperate with the Law Firms in executing any documents necessary for the escrow agent to make payments out of the Attorney Fees Account.

BE IT FURTHER RESOLVED that all actions heretofore taken by the Board of Supervisors and other appropriate public officers and agents of the County with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Dated: December 21, 2021

Introduced by: A&L Committee

Endorsed by: Allen, Breitenmoser, Friske, Gilk, Koth, Rusch

Date Passed: 12/1/21 Committee Vote: 6-0

Fiscal Impact: TBD

Drafted by: Karry A. Johnson, Lincoln County Corporation Counsel

National Proposed Settlements - Summary of Essential Terms Big Three Distributors and J&J

Nationwide settlements have been proposed to resolve all Opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors: McKesson, Cardinal Health and AmerisourceBergen ("Distributors"), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J").

These settlements will provide substantial funds to states and subdivisions for abatement of the opioid epidemic across the country and will impose transformative changes in the way the settling defendants conduct their business.

Basic Terms:

- Distributors will pay a maximum of \$21 billion over 18 years.
- J&J will pay a maximum of \$5 billion over no more than nine years.
- Of this potential \$26 Billion- approximately \$22.8 billion in settlement proceeds payable to state and local subdivisions.
- Of the funds going directly to participating states and subdivisions, at least 85% must be used for abatement of the opioid epidemic.
- The settlements allow for a broad range of approved uses by state and local governments to abate the opioid epidemic. A list of approved uses is found at Exhibit E of the Master Settlement Agreements.
- Agreements also provide for injunctive relief that requires important changes to the Distributors' and J&J's conduct to better protect our nation's health and welfare.
 - Creation of a groundbreaking clearinghouse through which the Distributors will be required to account not only for their own shipments, but also the shipments of the other distributors, in order to detect, stop, and report suspicious Opioids orders.
 - J&J (which ceased marketing Opioids in 2015 and ceased selling Opioids in 2020) will not market or sell any Opioid products in the next ten years and has agreed to cease lobbying concerning prescription opioids for ten years.
 - J&J also has agreed to make the clinical trial data for its discontinued Opioids available for medical research.

How will the Settlement Be Approved?

1. These are not class action "opt out" settlements. Counties and cities need to sign a Participation Agreement and agree to release their claims in order to receive the settlement proceeds.
2. Settlements require that a critical mass of both state and local governments "opt in" **by January 2, 2022.**
3. After January 2, 2022, both sides have options to walk away if not enough participation.
4. Participation levels also affect how much money settling parties will receive- about half of the funds are in the form of "incentive payments" which grow with participation.

5. Need nearly 100% participation in a given state to get 100% of the money.
6. Participation is critical to maximize the dollars into our State.

Why Should a Local Government Sign On?

1. This proposal is a product of years of litigation and years of settlement negotiations.
2. Negotiators have put forward this deal because they believe it is the best deal to be had.
3. Money is critical to the epidemic now.
4. Litigation has real risk.
5. Further insolvencies are a real risk.

What Will Happen if my County Does Not Participate?

Federal Court managing all cases has ordered that any non-participating entities will be in immediate active litigation with deadlines to do the following in 90 days (Doc. # 3795):

1. Disclose nature and amount of damages
2. Disclose computation of monetary relief sought.
3. Produce documentation of past expenditures.
4. Produce documentation of intended future expenditures-what they are and who will spend- how they will address harms.
5. Identify and quantify all Defendant Suspicious Order and disclose methodology.
6. Produce all of your documents.
7. Disclose experts.
8. Disclose updated fact sheets

*Essentially the Court will make all those not signing on do the work of their entire case in 3 months. Court is trying to incentivize total participation.

When is the Deadline for Participating?

January 2, 2022.

What are the Steps Necessary to Participate?

1. Register to Vote/Opt In - you are registered (Rep is Board Chair, Kevin Koth).
2. Your designated representative received two Participation Agreements (the documents to agree to the Settlements (One Distributors and one J&J)
3. Present the Settlements and accompanying MOUs to Board before Jan. 2
4. Board Vote.
5. Resolution Authorizing Representative to Sign the Participation Agreements to the Master Settlement Agreements and Execute the accompanying MOUs.
6. Representative Signs Participation Agreements and MOUs before January 2.

When Will \$ Begin to Flow?

- The Distributors made an initial deposit of funds into escrow by the end of September 2021 and will make additional deposits in early Summer of 2022.

- Funds can begin to flow to states and local governments as early as April 2022, depending on when a settling State meets certain requirements.
- The J&J agreement also offers opportunities for significant acceleration of payments if states and subdivisions meet specified participation levels.
- There may be opportunities to monetize your settlement and accelerate payments that will be addressed at a later time.

Settlement Participation Form

Governmental Entity: LINCOLN COUNTY	State: WI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Distributor Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement.
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.



I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Settlement Participation Form

Governmental Entity: LINCOLN COUNTY	State: WI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Janssen Settlement.
10. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

11. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.



I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



WISCONSIN LOCAL GOVERNMENT MEMORANDUM OF UNDERSTANDING

WHEREAS, the people of the State of Wisconsin (“State”) and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, including but not limited to those persons or entities identified as Defendants in the matter captioned *In re: Opioid Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio (“Litigation”);

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

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

WHEREAS, the settlement discussions with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (“Settling Defendants”) resulted in a tentative agreement as to settlement terms (“Settlement Agreements”) pending agreement from the State of Wisconsin, the Local Governments and other plaintiffs involved in the Litigation;

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

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

WHEREAS, the Local Governments intend this Local Government Memorandum of Understanding (“MOU”) to effectuate the terms of the Settlement Agreements and allocate the proceeds of the Settlement Agreements to each of the Local Governments in percentages substantially similar to those identified on the attached Exhibit A.

NOW, THEREFORE, the Local Governments enter into this MOU upon the terms described herein.

1. The Local Governments shall in good faith cooperate and negotiate with the State to identify an appropriate escrow agent (“Escrow Agent”) and, thereafter, prepare an Escrow Agreement relating to the receipt and distribution of the proceeds payable to the State and the Local Governments under the Settlement Agreements (“Opioid

Funds”) consistent with the terms of the MOU between the State and the Local Governments and otherwise consistent with this MOU. The Escrow Agreement shall govern the Escrow Agent’s receipt and distribution of all Opioid Funds.

2. The Escrow Agreement shall authorize the escrow agent to establish an account separate and distinct from any account containing funds allocated or allocable to a Local Government which shall be referred to herein as the “Attorney Fees Account.” Pursuant to Wis. Stat. § 165.12(6) a sum up to but in no event exceeding an amount equal to 25% of the Local Government’s proceeds from the Settlement Agreements shall be deposited into the Attorney Fees Account, which shall be reduced by any amounts attributable to the Local Government received at the national attorneys’ fees fund created by the Settlement Agreements. If the payments to the Local Government are not enough to fully fund the Attorney Fees Account as provided herein because such payments are made over time, the Attorney Fees Account shall be funded by placing up to, but in no event exceeding, an amount equal to 25% of a Local Government’s allocated share in the Attorney Fees Account for each payment and placing the remaining 75% in the Local Government’s segregated Opioid Abatement Account that may be expended only for approved uses for opioid abatement as provided in the Settlement Agreements and supporting Memorandums of Understanding. Funds in the Attorney Fees Account shall be utilized to pay the fees, costs, and disbursements of counsel to a Local Government, which amounts shall be up to, but in no event exceeding, 25% of the proceeds of the Settlement Agreements. The Attorney Fees Account shall be further split according to the allocation percentages set forth on Exhibit A and counsel shall make application, and receive payment, only on the allocations within the Attorney Fees Account attributable to its clients. Any amounts paid counsel from the national fee fund established in the Settlement Agreements and allocable to the Local Government will be deducted from the Attorneys’ Fees Account so that no counsel to the Local Government may recover more than their fee contract with the Local Government. Any reduction in the Attorney Fee Fund’s amount for each county as a result of a payment from the national attorneys’ fee fund shall be returned to the Local Government by the escrow agent. Counsel may make application for payment from the Attorney Fees Account at any time and the Local Governments shall cooperate with counsel in executing any documents necessary for the escrow agent to make payments out of the Attorney Fees Account.
3. Opioid Funds shall not be considered funds of the Local Government unless and until such time as an allocation is made to the Local Government following funding of the Attorney Fees Account as provided in Paragraphs 2 above.
4. The Escrow Agreement shall allocate Opioid Funds as follows: (i) 30% to the State of Wisconsin (“State Share”); and (ii) 70% to Local Governments (“LG Share”).
5. The LG Share shall be paid to each Local Government by the Escrow Agent based on the allocation created and agreed to by the Local Governments and attached hereto as Exhibit A, which assigns each Local Government a percentage share of the LG Share,

less any applicable attorney fees as authorized under Wis. Stat. § 165.12(6) and referenced in Paragraph 2 above.

6. Nothing in this MOU is intended to alter or change any Local Government's right to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the receipt and expenditure of Opioid Funds.
7. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.

IN WITNESS WHEREOF, the parties hereby execute this MOU as of the date set forth below.

ON BEHALF OF THE LOCAL GOVERNMENTS:

Adams County
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Ashland County
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Barron County
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Bayfield County
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Wood County
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EXHIBIT A

Allocation of Proceeds Among the Local Governments

The following chart is agreed upon by and between the Local Governments identified below as representing the allocation of proceeds from the Settlement Agreements following (a) allocation to the Local Governments; and (b) allocation to the Attorney Fee Fund. The Local Governments shall cooperate with one another and the State in the negotiation and execution of an Escrow Agreement to effectuate the terms of the State-Local Government MOU, the Local Government MOU and the allocation set forth below. **The dollar figures below are estimates based upon full participation and qualification under the Settlement Agreements. The figures will be calculated consistent with the Settlement Agreements.**

Estimated Full Participation Total Cash Value to Wisconsin (Big 3 + J&J)	\$ 402,168,925.80
Local Government Percentage	70%
Estimated Amount to Local Government	\$ 281,518,248.06

Local Government Type	Wisconsin Litigating Local Government	Allocation Percentage	Estimated Amount to Litigating LG
County	Adams County	0.327%	\$ 920,857.75
County	Ashland County	0.225%	\$ 632,683.94
County	Barron County	0.478%	\$ 1,344,657.56
County	Bayfield County	0.124%	\$ 348,803.41
County	Brown County	2.900%	\$ 8,164,847.97
County	Buffalo County	0.126%	\$ 354,625.52
County	Burnett County	0.224%	\$ 629,898.53
County	Calumet County	0.386%	\$ 1,085,573.38
County	Chippewa County	0.696%	\$ 1,960,377.77
County	Clark County	0.261%	\$ 735,869.43
County	Columbia County	1.076%	\$ 3,027,919.34
County	Crawford County	0.195%	\$ 549,582.65
County	Dane County	8.248%	\$ 23,220,547.57
County	Dodge County	1.302%	\$ 3,665,587.68
County	Door County	0.282%	\$ 794,488.51
County	Douglas County	0.554%	\$ 1,559,112.49
City	Superior	0.089%	\$ 250,362.65
County	Dunn County	0.442%	\$ 1,245,283.66
County	Eau Claire County	1.177%	\$ 3,314,731.87

County	Florence County	0.053%	\$ 149,825.25
County	Fond Du Lac County	1.196%	\$ 3,367,738.26
County	Forest County	0.127%	\$ 356,238.12
County	Grant County	0.498%	\$ 1,400,826.32
County	Green County	0.466%	\$ 1,313,012.89
County	Green Lake County	0.280%	\$ 788,436.02
County	Iowa County	0.279%	\$ 784,771.02
County	Iron County	0.061%	\$ 172,904.29
County	Jackson County	0.236%	\$ 663,323.35
County	Jefferson County	1.051%	\$ 2,959,875.98
County	Juneau County	0.438%	\$ 1,232,571.35
County	Kenosha County	3.712%	\$ 10,448,562.62
City	Kenosha	0.484%	\$ 1,362,915.84
City	Pleasant Prairie	0.059%	\$ 166,668.88
County	Kewaunee County	0.156%	\$ 439,004.32
County	La Crosse County	1.649%	\$ 4,641,001.59
County	Lafayette County	0.134%	\$ 378,207.19
County	Langlade County	0.312%	\$ 879,642.19
County	Lincoln County	0.350%	\$ 984,084.26
County	Manitowoc County	1.403%	\$ 3,948,777.09
County	Marathon County	1.259%	\$ 3,543,763.04
County	Marinette County	0.503%	\$ 1,416,659.12
City	Marinette	0.032%	\$ 90,081.84
County	Marquette County	0.246%	\$ 693,899.93
County	Menominee County	0.080%	\$ 224,716.94
County	Milwaukee County	25.220%	\$ 71,000,000.00
City	Cudahy	0.087%	\$ 243,615.24
City	Franklin	0.155%	\$ 434,997.99
City	Greenfield	0.163%	\$ 458,534.05
City	Milwaukee	7.815%	\$ 22,000,000.00
City	Oak Creek	0.166%	\$ 466,459.26
City	South Milwaukee	0.096%	\$ 269,776.41
City	Wauwatosa	0.309%	\$ 870,694.67
City	West Allis	0.378%	\$ 1,064,393.09
County	Monroe County	0.655%	\$ 1,844,626.56
County	Oconto County	0.336%	\$ 945,758.82
County	Oneida County	0.526%	\$ 1,481,854.26
County	Outagamie County	1.836%	\$ 5,168,112.55
County	Ozaukee County	1.036%	\$ 2,915,812.19

Exhibit A – Local Government MOU

County	Pepin County	0.055%	\$	155,731.14
County	Pierce County	0.387%	\$	1,090,097.04
County	Portage County	0.729%	\$	2,051,646.77
County	Price County	0.149%	\$	418,982.95
County	Racine County	3.208%	\$	9,032,259.53
City	Mount Pleasant	0.117%	\$	328,726.36
City	Sturtevant	0.018%	\$	51,024.75
City	Union Grove	0.007%	\$	20,391.93
City	Yorkville Town	0.002%	\$	5,789.19
County	Richland County	0.218%	\$	613,039.53
County	Rock County	2.947%	\$	8,296,997.44
County	Rusk County	0.159%	\$	446,480.93
County	Sauk County	1.226%	\$	3,452,494.04
County	Sawyer County	0.258%	\$	726,277.60
County	Shawano County	0.418%	\$	1,177,533.50
County	Sheboygan County	1.410%	\$	3,968,065.47
County	St Croix County	0.829%	\$	2,334,940.90
County	Taylor County	0.159%	\$	446,606.58
County	Trempealeau County	0.320%	\$	900,061.49
County	Vernon County	0.322%	\$	907,265.83
County	Vilas County	0.468%	\$	1,317,892.57
County	Walworth County	1.573%	\$	4,428,578.12
County	Washburn County	0.185%	\$	520,869.98
County	Washington County	1.991%	\$	5,606,362.93
County	Waukesha County	6.035%	\$	16,990,548.02
County	Waupaca County	0.606%	\$	1,706,110.45
County	Waushara County	0.231%	\$	649,836.14
County	Winnebago County	2.176%	\$	6,126,478.97
County	Wood County	0.842%	\$	2,369,203.43

Exhibit A – Local Government MOU

**WISCONSIN STATE-LOCAL GOVERNMENT MEMORANDUM OF
UNDERSTANDING**

WHEREAS, the people of the State of Wisconsin (“State”) and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, including but not limited to those persons or entities identified as Defendants in the matter captioned *In re: Opioid Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio (“Litigation”);

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

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

WHEREAS, the settlement discussions with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (“Settling Defendants”) resulted in a tentative agreement as to settlement terms (“Settlement Agreements”) pending agreement from the State of Wisconsin, the Local Governments and other plaintiffs involved in the Litigation;

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

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

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

NOW, THEREFORE, the State and the Local Governments, enter into this MOU upon the terms described herein.

A. Settlement Proceeds

1. The State and the Local Governments shall in good faith negotiate to identify an appropriate escrow agent (“Escrow Agent”) and, thereafter, prepare an Escrow Agreement relating to the receipt and distribution of the proceeds payable to the State and the Local Governments under the Settlement Agreements (“Opioid Funds”) consistent with the terms of this MOU. The Escrow Agreement shall govern the Escrow Agent’s receipt and distribution of all Opioid Funds.
2. Opioid Funds shall not be considered funds of the State or any Local Government unless and until such time as an allocation is made to the State or any Local Government pursuant to Paragraphs 3 and 5 of this Section.
3. The Escrow Agreement shall allocate Opioid Funds as follows: (i) 30% to the State of Wisconsin (“State Share”); and (ii) 70% to Local Governments (“LG Share”).
4. Except for Opioid Funds expended in payment of attorney fees as provided in Wis. Stat. § 165.12(6), all Opioid Funds, regardless of allocation, shall be utilized only for purposes identified as approved uses for abatement in the Settlement Agreements.
5. The LG Share shall be paid to each Local Government by the Escrow Agent based on the allocation created and agreed to by the Local Governments which assigns each Local Government a percentage share of the LG Share, less any applicable attorney fees as authorized under Wis. Stat. § 165.12(6) and referenced above.
6. Nothing in this MOU is intended to alter or change any Local Government’s right to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the receipt and expenditure of Opioid Funds.
7. Notwithstanding any limitations or characterization of funds herein to the contrary, any payments for attorney’s fees and expenses may be applied only to the LG Share or any Local Government share of the LG Share. The State shall have no responsibility for payment of attorneys’ fees or litigation expenses.
8. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereby execute this MOU as of the date set forth below.

ON BEHALF OF THE STATE OF WISCONSIN:

Attorney General Josh Kaul

Date: _____

ON BEHALF OF THE LOCAL GOVERNMENTS:

Adams County
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Ashland County
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Barron County
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Bayfield County
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EXHIBIT A
Litigating Local Governments

Adams County
Ashland County
Barron County
Bayfield County
Brown County
Buffalo County
Burnett County
Calumet County
Chippewa County
Clark County
Columbia County
Crawford County
Dane County
Dodge County
Door County
Douglas County
City of Superior
Dunn County
Eau Claire County
Florence County
Fond Du Lac County
Forest County
Grant County
Green County
Green Lake County
Iowa County
Iron County
Jackson County
Jefferson County

Juneau County
Kenosha County
City of Kenosha
Village of Pleasant Prairie
Kewaunee County
La Crosse County
Lafayette County
Langlade County
Lincoln County
Manitowoc County
Marathon County
Marinette County
City of Marinette
Marquette County
Menominee County
Milwaukee County
City of Cudahy
City of Franklin
City of Greenfield
City of Milwaukee
City of Oak Creek
City of South Milwaukee
City of Wauwatosa
City of West Allis
Monroe County
Oconto County
Oneida County
Outagamie County
Ozaukee County

Pepin County
Pierce County
Portage County
Price County
Racine County
Village of Mount Pleasant
Village of Sturtevant
Village of Union Grove
Town of Yorkville
Richland County
Rock County
Rusk County
Sauk County
Sawyer County
Shawano County
Sheboygan County
St Croix County
Taylor County
Trempealeau County
Vernon County
Vilas County
Walworth County
Washburn County
Washington County
Waukesha County
Waupaca County
Waushara County
Winnebago County
Wood County

Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a *DATA 2000* waiver.
13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARI*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing

overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

**IN RE NATIONAL PRESCRIPTION
OPIATE LITIGATION**

This document relates to:

All actions

MDL No. 2804

Case No. 17-md-2804

Judge Dan Aaron Polster

**CASE MANAGEMENT ORDER
APPLICABLE TO CASES OF “NON-PARTICIPATING SUBDIVISIONS”
ASSERTING CLAIMS AGAINST SETTLING DEFENDANTS**

Defendants McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, and Johnson & Johnson¹ (collectively, “Settling Defendants”) have announced global settlements with “Participating Subdivisions,”² subject to sign-on periods and final approvals by the Parties. The Court now enters this Case Management Order (“CMO”) making clear it will lift *in part* the stay issued by this Court in its April 11, 2018 Case Management Order One (docket no. 232). As set forth below, the stay will no longer apply to the extent that, beginning in approximately six months, each Non-Participating Subdivision that is litigating a case in the MDL shall be required to comply with this CMO. The stay shall remain in effect with respect to all other

¹ For purposes of this Order, references to Johnson & Johnson include all of its present and former affiliated companies named as defendants in MDL cases, including Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., Janssen Pharmaceutica, Inc., Noramco, Inc., and Tasmanian Alkaloids Pty. Ltd.

² Any capitalized terms used but not otherwise defined in this CMO shall have the same meaning as in the Distributor Settlement Agreement, including those terms defined in Exhibit R of the Distributor Settlement Agreement. For the avoidance of doubt, the term Distributor Settlement Agreement refers to the Settlement Agreement, dated July 21, 2021, entered into between and among the Settling States, Settling Distributors, and Participating Subdivisions (as those terms are defined therein). Essentially, a “Non-Participating Subdivision” is simply an eligible Subdivision that chooses not to participate in the Settlement Agreements.

litigation activity (including discovery) until authorized by a subsequent CMO to be issued at an appropriate time after full compliance with this CMO.

This CMO applies to MDL cases already filed by any Non-Participating Subdivision, and also to cases brought by a Non-Participating Subdivision that are newly filed in, removed to, or transferred to the MDL after the entry of this CMO (collectively, “NPS Cases”). In all such NPS Cases, the Court orders as follows.

The parties’ global settlements were announced on July 21, 2021, and they contain various contingencies such that a final determination of which entities are Participating Subdivisions and which are Non-Participating Subdivisions will not become final until approximately February 1, 2022 (the “Determination Date”). Accordingly, this CMO becomes effective in each MDL case filed by a Non-Participating Subdivision on the later of these two dates: (a) the Determination Date; or (b) the date thirty (30) days after the Non-Participating Subdivision’s case is filed in, removed to, or transferred to the MDL, if such date is after the Determination Date (collectively, the “CMO Effective Date”).

I. Every Non-Participating Subdivision shall comply with all requirements of this Court’s June 19, 2018 Fact Sheet Implementation Order (docket no. 638), including the production of documents and information required by the Plaintiff Fact Sheet. In addition, to the extent necessary to make all information in a Fact Sheet current, every Non-Participating Subdivision shall complete, execute and serve an *updated* Plaintiff Fact Sheet within sixty (60) calendar days of the CMO Effective Date, including production of additional documents as necessary.

II. Within ninety (90) calendar days of the CMO Effective Date:

(A) Each Non-Participating Subdivision shall serve on Settling Defendants a document identifying with specificity, based on facts known or reasonably available to it at the time, the

following: (1) the nature and amount of all damages or other relief sought, including alleged abatement or civil penalties; (2) a computation of any monetary relief sought, including alleged abatement, and the basis for the amounts included in that computation; (3) as to claims for past expenditures, whether the alleged amounts were paid or reimbursed through a grant, insurance, or other third-party source; and (4) as to any claim involving future expenditure of money, including expenditures for the provision of services, the entities that will make the expenditures, when and how long those entities will make the expenditures, and the nature and amount of the expenditures, including how they will address any and all alleged harms.

(B) Each Non-Participating Subdivision seeking any form of relief based directly or indirectly upon opioid orders that Non-Participating Subdivisions contend the Settling Defendants should not have shipped, pursuant to a suspicious order regulation or alleged common law duty related to suspicious orders, shall serve on Settling Defendants a document identifying: (1) those opioid orders that are within their current knowledge (including the date of the order, the product(s) ordered, and the quantity ordered); (2) the distributor, pharmacy, other dispensing entity, or other entity that placed each such order; and (3) the Non-Participating Subdivision's basis for identifying the orders, including any sources relied upon and algorithms used.

(C) Each Non-Participating Subdivision shall additionally produce all non-privileged documents relied upon in identifying or calculating the claimed relief.

(D) Any Non-Participating Subdivision that intends to proffer one or more expert opinions to identify or substantiate the relief sought shall identify its experts and provide a detailed summary of each expected report, including all pertinent calculations and identification of sources relied upon.

III. Within one hundred twenty (120) calendar days of the CMO Effective Date:

(A) Each Non-Participating Subdivision shall complete and serve an affidavit signed by the Non-Participating Subdivision and its counsel attesting that the Non-Participating Subdivision has complied with all requirements of the MDL Court's Fact Sheet Implementation Order and with all other requirements of this CMO, including the requirements for production of documents.

IV. If a Non-Participating Subdivision has not timely completed and served the affidavit described above, any Settling Defendant may send the Non-Participating Subdivision a deficiency letter. If, after thirty (30) calendar days of the date a deficiency letter was sent, the Non-Participating Subdivision has not cured the relevant defects in compliance with the MDL Court's Fact Sheet Implementation Order and this CMO, any Settling Defendant may request a show cause hearing before the MDL Court as to why the Non-Participating Subdivision's claims should not be dismissed with prejudice or any other appropriate relief should be granted.

V. Nothing in this CMO prohibits, or suspends the obligation of, timely supplementation or amendment of any information supplied based on subsequently-obtained knowledge or factual information that the Non-Participating Subdivision did not have access to and could not reasonably have obtained for inclusion in the required disclosures. This opportunity to supplement does not relieve each Non-Participating Subdivision of its responsibility to comply with this CMO fully and completely on the basis of information within its possession or that reasonably can be obtained at the time it is first required to comply.

VI. Because the goal of the multidistrict litigation statute is to avoid needless duplication of effort and expense, nothing in this CMO prevents reasonable access by each Non-Participating Subdivision to the work product of the PEC. Case-specific discovery obligations for the production of data and information, consistent with those imposed by the Court on the parties in

all of its prior discovery Orders of general application, will apply to all NPS cases. All parties in NPS cases must familiarize themselves with all prior MDL discovery orders of general application. After discovery in NPS cases is authorized by a subsequent CMO, the parties shall conduct discovery as appropriate under the Federal Rules of Civil Procedure. Nothing in this Order relieves any party of its prior or ongoing discovery and production obligations under other Orders of this Court.

IT IS SO ORDERED.

/s/ Dan Aaron Polster
DAN AARON POLSTER
UNITED STATES DISTRICT JUDGE

Dated: July 23, 2021

Resolution 2021-12-60

Designation of Public Depositories

Motion by:				
Second by:				
Dist.	Supervisor	Y	N	Abs
19	Allen			
6	Ashbeck			
1	Bialecki			
11	Breitenmoser			
13	Callahan			
9	Friske			
12	Gilk			
20	Gorski			
14	Hafeman			
8	Heller			
17	Koth			
16	Loka			
3	McCrank			
15	Nelson			
22	Panfil			
5	Peterson			
7	Rusch			
21	Simon			
18	Voermans			
2	Weaver			
4	Wendt			
10	Woller			
Totals				
Carried				
Defeated				
Amended				
Voice vote				
Roll call				

WHEREAS, provisions in Chapter 34 and Chapter 59 of Wisconsin Statutes require that counties designate public depositories;

NOW, THEREFORE BE IT RESOLVED, that the following banking institutions shall be and are hereby designated, until further action, as public depositories for all public monies coming into the hands of the Treasurer of Lincoln County, State of Wisconsin:

- Associated Bank, Tomahawk, WI 54487
- mBank, Merrill, WI 54452
- BMO Harris Bank, Merrill, WI 54452
- IncredibleBank, Merrill, WI 54452
- Park City Credit Union, Merrill, WI 54452
- Merrill Community Bank, Merrill, WI 54452
- State Investment Pool, Madison, WI 53707
- Tomahawk Community Bank, Tomahawk, WI 54487
- Huntington Bank, Chicago, IL 60601
- American Deposit Management, LLC, Delafield, WI 53018
- U.S. Bank, Madison, WI 53703
- PMA Financial Network, Inc.

NOW, THEREFORE BE IT ALSO RESOLVED, that the list of bank accounts on the accompanying schedule be approved for use by Lincoln County.

Dated this 21st day of December 2021.

Introduced by: Finance and Insurance Committee

Committee Action: Passed unanimously (4-0) on December 3, 2021.

Endorsed By: Simon, Ashbeck, Weaver, and Rusch

Fiscal Impact: N/A

Drafted by: Dan Leydet, Finance Director

STATE OF WISCONSIN)
) SS:
 COUNTY OF LINCOLN)

I hereby certify that this resolution/ordinance is a true and correct copy of a resolution/ordinance adopted by Lincoln County Board of Supervisors on:

 Christopher J. Marlowe
 County Clerk

Resolution 2021-12-61

Lincoln Industries Office Relocated to Pine Crest 700 Wing

Motion by:				
Second by:				
Dist.	Supervisor	Y	N	Abs
19	Allen			
6	Ashbeck			
1	Bialecki			
11	Breitenmoser			
13	Callahan			
9	Friske			
12	Gilk			
20	Gorski			
14	Hafeman			
8	Heller			
17	Koth			
15	Nelson			
16	Loka			
3	McCrank			
22	Panfil			
5	Peterson			
7	Rusch			
21	Simon			
18	Voermans			
2	Weaver			
4	Wendt			
10	Woller			
Totals				
Carried				
Defeated				
Amended				
Voice vote				
Roll call				

WHEREAS, Lincoln County has contracted with North Central Health Care (NCHC) for the administration and management of Lincoln Industries programs. Changes in the support and structure of State funded programming has impacted Lincoln Industries services. Current participants of Adult Day services have been relocated to St. Stephens Church, and pre-vocational program is now a community based. Only the administrative offices remain at the Memorial Drive, Merrill location; and

WHEREAS, Pine Crest Nursing Home has vacant space in the 700 wing due to a change in census and bed licensing. NCHC is also contracted for the administration and management of Pine Crest Nursing Home and recommends relocating Lincoln Industries administrative offices to the Pine Crest location for organizational efficiency and cost savings; and

WHEREAS, said relocation of Lincoln Industries staff office would require no structural changes to the Pine Crest building.

NOW, THEREFORE BE IT RESOLVED, Lincoln County Board of Supervisors approves the relocation of Lincoln Industries staff office to Pine Crest Nursing Home.

Dated: December 21, 2021

Introduced by: A&L Committee
 Endorsed by: A&L Committee
 Date Passed: 12/16/2021 Committee Vote: unanimous
 Fiscal Impact: None

Drafted by: Cate Wylie, Administrative Coordinator

STATE OF WISCONSIN)
) SS:
 COUNTY OF LINCOLN)

I hereby certify that this resolution/ordinance is a true and correct copy of a resolution/ordinance adopted by the Lincoln County Board of Supervisors on:

 Christopher J. Marlowe
 County Clerk

Resolution 2021-12-62

North Central Health Care Short Term Contract For Use of Vacant Pine Crest beds

Motion by:				
Second by:				
Dist.	Supervisor	Y	N	Abs
19	Allen			
6	Ashbeck			
1	Bialecki			
11	Breitenmoser			
13	Callahan			
9	Friske			
12	Gilk			
20	Gorski			
14	Hafeman			
8	Heller			
17	Koth			
15	Nelson			
16	Loka			
3	McCrank			
22	Panfil			
5	Peterson			
7	Rusch			
21	Simon			
18	Voermans			
2	Weaver			
4	Wendt			
10	Woller			
Totals				
Carried				
Defeated				
Amended				
Voice vote				
Roll call				

WHEREAS, North Central Health Care (NCHC) requests the approval to enter into a short term (8 week) contract with area hospitals to address skilled nursing care needs for COVID-free patients; and

WHEREAS, the contract would be managed and governed through Healthcare Emergency Response Commission (HERC) and Department of Health Services (DHS). Additional staff would be contracted through the Wisconsin Emergency Assistance Volunteer Registry (WEAVR) to support this endeavor. Pine Crest would only accept referrals from local Aspirus and Marshfield facilities and would not supplant any resident in need of nursing home care; and

WHEREAS, the State would cover 60% of the costs and NCHC would cover the 40% remaining. The return on investments would be favorable, with an expected increase in revenue for Pine Crest; and

WHEREAS, entering into this short term contract would be an opportunity to support the residents of Lincoln County during the ongoing pandemic.

NOW, THEREFORE BE IT RESOLVED, Lincoln County Board of Supervisors supports this short term contract opportunity and the use of Pine Crest Nursing Home facility for the purposes of supporting local hospital facilities in need of skilled nursing facilities.

Dated: December 21, 2021

Introduced by: A&L Committee
 Endorsed by: A&L Committee
 Date Passed: 12/16/2021 Committee Vote: unanimous
 Fiscal Impact: None

Drafted by: Cate Wylie, Administrative Coordinator

STATE OF WISCONSIN)
) SS:
 COUNTY OF LINCOLN)

I hereby certify that this resolution/ordinance is a true and correct copy of a resolution/ordinance adopted by the Lincoln County Board of Supervisors on:

 Christopher J. Marlowe
 County Clerk

ORDINANCE 2021-12-709

Motion by:
 Second by:

Chapter 17 –Zoning Code (Zoning Board of Adjustment Members).

An Ordinance Amending the General Code of the County of Lincoln Chapter 17 –Zoning Code (Zoning Board of Adjustment Members).

The County Board of Supervisors of Lincoln County, Wisconsin, does hereby ordain that Chapter 17 be amended as indicated in the attachment.

Dist.	Supervisor	Y	N	Abs
19	Allen			
6	Ashbeck			
1	Bialecki			
11	Breitenmoser			
13	Callahan			
9	Friske			
12	Gilk			
20	Gorski			
14	Hafeman			
8	Heller			
17	Koth			
15	Nelson			
16	Loka			
3	McCrank			
22	Panfil			
5	Peterson			
7	Rusch			
21	Simon			
18	Voermans			
2	Weaver			
4	Wendt			
10	Woller			

Totals
 Carried
 Defeated
 Amended

Voice vote
 Roll call

This ordinance shall take effect following its passage and publication.

Dated this 21nd day of December, 2021

STATE OF WISCONSIN)
) SS:
 COUNTY OF LINCOLN)

Introduced by: Land Services Committee
 Endorsed by: Bialecki, Heller, McCrank, Rusch, and Wendt
 Date Passed: November 11, 2021 Committee Vote: 5-0
 Fiscal Impact: None

Drafted by: Mike Huth (Zoning Program Manager - Land Services Administrator)

I hereby certify that this resolution/ordinance is a true and correct copy of a resolution/ordinance adopted by Lincoln County Board of Supervisors on:

 Christopher J Marlowe,
 County Clerk

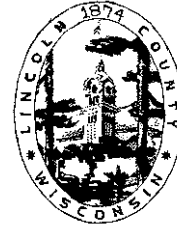
Chapter 17 –ZONING BOARD OF ADJUSTMENT

- Plain text is existing text in our ordinance and no changes proposed.
 - ~~Lined out text~~ is existing ordinance text that will be eliminated
 - Underlined text is new changes or mandated language.
-

17.8.12 - ZONING BOARD OF ADJUSTMENT.

- (1) ESTABLISHMENT. A Zoning Board of Adjustment is hereby established. The Zoning Board of Adjustment shall consist of ~~3~~ 5 members and 2 alternate members appointed by the Chair of the County Board, subject to the approval of the County Board, according to procedures established under ~~§59.694(2) (10), Wis. Stats.~~ The two alternate members shall be appointed for staggered 3-year terms. The Chair of the County Board shall annually designate one of the alternate members as the first alternate and the other as the second alternate and such alternates shall have the authority as designated in §59.694(2)(am), Wis. Stats. The Board of Adjustment shall appoint a chair and other officers and shall adopt such rules as it deems necessary, following all applicable requirements under ~~§59.694 (10), Wis. Stats.~~

Board: County Board
Meeting Date: 12/21/21



County Board Action Report

TO: County Board

FROM: Mike Huth, Zoning Program Manager-Land Services Administrator

DATE: 12/10/21

SUBJECT: Resolution – Zoning Board of Adjustment Members
CH 17- Zoning Ordinance Update (Zoning Board of Adjustment Members)

The Board of Adjustment (BOA) hears and decides on requests for variations from the dimensional regulations of the zoning ordinance. The BOA determines if the variance request will not be contrary to the public interest, are owing to special factors, and if literal enforcement of the provisions of the zoning ordinance would result in a practical difficulty or an unnecessary hardship. The BOA authorizes variances once they determine that the spirit of the zoning chapter is observed, public safety and welfare secured, and substantial justice done; as provided for by Wisconsin Statutes and applicable case law.

BOA members are appointed by the Chair of the County Board and members serve staggered 3-year terms. The current BOA consists of 5 members (plus 2 alternates). It has been very difficult over the past few years to maintain a full BOA membership including filling the seats of the alternate members. This results in problems meeting quorum requirements should any member not attend the meeting.

§59.694(2), Wis. Stats. provides the following details on establishing the number of BOA members:

In counties with a population of less than 750,000, the board of adjustment shall consist of not more than 5 members as determined by resolution of the county board. The chairperson of the county board shall appoint the members with the approval of the county board for terms of 3 years beginning July 1. The incumbent members shall continue to serve until their terms expire. The county board resolution increasing the size of the board of adjustment shall indicate how many members shall be appointed for 1, 2 and 3 years prior to July 1 of the year in which the change takes effect in making the first appointments. If the county board, by resolution, determines to reduce the membership of the board of adjustment below 5 but not less than 3, one of the positions for which the term expires as determined by lot shall not be filled each year until the requisite number of positions has been reached.

With the approval of the Land Services Committee (LSC), Land Services staff and Corporation Council prepared the updated ordinance text, set a date/time for a public hearing to be held, and distributed the proposed text to all the Towns asking for resolutions of support or rejection. The public hearing was noticed in the proper manner and the LSC conducted the public hearing on November 11, 2021, at which time all interested persons/towns were encouraged to offer

objections, approvals, criticisms, or suggestions to the proposed ordinance text. At the conclusion of the public hearing the LSC determined that a favorable recommendation should be made to the County Board regarding this matter with the ordinance text as proposed.

At the December 9, 2021 LSC meeting, the LSC determined that the enclosed resolution be forwarded to the County Board with a favorable recommendation to reduce the membership of the board of adjustment below 5 but not less than 3.

REQUESTED ACTION:

Staff and the LSC are recommending that the County Board approve of the resolution and proposed ordinance text amendment as presented.

ORDINANCE 2021-12-710

Chapter 2 – The Governing Body

An Ordinance Amending the General Code of the County of Lincoln Chapter 2 – The Governing Body.

The County Board of Supervisors of Lincoln County, Wisconsin, does hereby ordain that Chapter 2, Sections 2.04 and 2.05, be amended as indicated in the attachment.

This ordinance shall take effect following its passage and publication.

Dated: December 21, 2021

Introduced by: A&L Committee
 Endorsed by: Allen, Breitenmoser, Friske, Gilk, Koth, Rusch
 Date Passed: 12/1/21 Committee Vote: 6-0
 Fiscal Impact: None

Drafted by: Karry A. Johnson, Lincoln County Corporation Counsel

Motion by:				
Second by:				
Dist.	Supervisor	Y	N	Abs
19	Allen			
6	Ashbeck			
1	Bialecki			
11	Breitenmoser			
13	Callahan			
9	Friske			
12	Gilk			
20	Gorski			
14	Hafeman			
8	Heller			
17	Koth			
15	Nelson			
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18	Voermans			
2	Weaver			
4	Wendt			
10	Woller			
Totals				
Carried				
Defeated				
Amended				
Voice vote				
Roll call				

STATE OF WISCONSIN)
) SS:
 COUNTY OF LINCOLN)

I hereby certify that this resolution/ordinance is a true and correct copy of a resolution/ordinance adopted by Lincoln County Board of Supervisors on:

Christopher J Marlowe,
 County Clerk

Code 2.04(4) and Code 2.05(11) Proposed Ordinance Text Amendment

- Plain text is existing text in our ordinance and no changes proposed.
 - ~~Lined out text~~ is existing ordinance text that will be eliminated
 - Underlined text is proposed additions, revisions and updated language
-

2.04 - DUTIES OF CHAIR. (Am. #350-2000)

Until the Board elects a successor, the Chair shall perform all duties required of the Chair including, but not limited to, the following:

- (1) Preside, when present, at all County Board meetings.
- (2) Call meetings of the Board to order at the appointed time.
- (3) Administer oaths to persons required to be sworn concerning any matter submitted to the Board or a committee thereof or connected with their powers or duties.
- (4) Act as parliamentarian of the County Board in all respects including:
 - (a) Restrain the members when engaged in debate with the rules of order and enforce the observance of order and decorum among the members.
 - (b) Inform the Board or any of its members when necessary on a point of order or practice.
 - (c) Appoint Corporation Counsel as parliamentarian, if desired.
- (5) Speak on points of order in preference to others and decide questions of order, subject to an appeal to the Board by any member. On an appeal, no member shall speak more than once without permission of the Board.
- (6) Vote on all questions when the "ayes" and "nays" are called.
- (7) Countersign all ordinances of the Board. (See §59.12(1), Wis. Stats.) (Am. #333-98)
- (8) When directed by ordinance, countersign all County orders, transact necessary Board business with local and County officers, insure compliance with matters resolved by the Board and with federal, State and local laws, rules and regulations pertaining to County government.
- (9) Serve as chair of the Administrative and Legislative Committee. (Cr. #242-94; #271-96)
- (10) Serve as an ex officio member of all committees, boards and commissions of the County Board and may speak but not make or second motions or vote unless he is an appointed or elected member of such committee, board or commission.
- (11) Examine State and federal legislation or proposed legislation and refer to the appropriate committee for consideration and recommendation for action, if any, by the County Board.
- (12) Refer letters and petitions to proper committees without the necessity of a motion from the floor.

2.05 - GENERAL RULES OF THE BOARD. (Am. #239-93; #350-2000)

(1) RULES OF ORDER.

(a) Robert's Rules of Order shall govern the proceedings of this Board as to all relevant matters and when not inconsistent with the rules of this Board.

(b) Standing rules of the Board may be proposed for permanent amendment or rescission only via ordinance submitted to the County Clerk as specified at [§2.05\(2\)\(a\)](#). No rule shall be changed or suspended except by a vote of $\frac{2}{3}$ of all members present nor shall the order of business, as established by these rules, be postponed or changed, except by a vote of at least $\frac{2}{3}$ of all members present.

(c) The County Clerk shall provide at each organizational meeting, to each member of the Board, a copy of the rules of order of this Board.

(2) PRESENTING BUSINESS.

(a) All County Board resolutions and ordinances or titles thereof must be in the County Clerk's office by 4:00 p.m. on the Tuesday before the week of County Board meetings and shall bear the name of the person or persons endorsing it. The chair shall refer a resolution or ordinance not endorsed by a committee to a committee for consideration before putting it on the Board agenda. If the committee does not entertain the resolution or ordinance, the chair may present the resolution or ordinance to the full board. (Am. #2017-11-655; #2020-01-685; # [2021-05-700](#))

(b) The County Clerk is then instructed to make available copies of resolutions, ordinances and agenda to Lincoln County supervisors. No action may be taken by the Board unless the matter is on the agenda. (Am. #2006-03-470)

(3) ADDRESSING THE BOARD.

(a) [[Addressing the Board](#) .] A member who is about to speak in debate or deliver any matter to the Board, shall respectfully address the Chair as "Mr./Madam Chair". When 2 or more members address the Chair at the same time, the Chair shall name the person who is to speak first.

(b) [Public Input](#) . In accordance with [section 4](#) of the first article of the Wisconsin Constitution, the Board of Supervisors encourage public input and petition. These rules are established to allow good order and not to stifle such comment or petition. All persons who wish to be granted floor privileges to address the Board shall notify the County Clerk of their desire by signing in and indicating the issue that they wish to address, or, if appearing remotely, by notifying the County Clerk that they are attending remotely and indicating the issue that they wish to address. This may be done up to the time the meeting is called to order. Such persons shall be allowed 5 minutes to express in good order their comments upon the topic under consideration, when called forth by the County Clerk. Upon a vote of a majority of the Board members attending the meeting, an extension of time may be granted. Any comments of such persons, that are responded to by County representative or employee shall be granted an additional 3 minutes of rebuttal or additional comment while the matter is under consideration by the Board. (Am. # [2021-07-705](#))

(4) LIMITATIONS ON DEBATE. Members shall confine their remarks to the question under debate and if called to order by the Chair or any member, shall not speak, except in explanation, until it has been determined whether he/she is in order. No member shall speak more than 3 times on the same question without the consent of the Board.

(5) PRIORITY OF MOTIONS. When a question is under debate, no motion shall be in order except the following, which shall have precedence in the order named in this rule:

(a) To adjourn.

(b) To lay on the table. A motion to adjourn or lay on the table shall be decided without debate and when a motion, amendment or resolution is laid on the table, it shall not again be taken up except by a $\frac{2}{3}$ vote.

(c) To postpone to a certain day.

(d) To commit to a standing committee.

(e) To commit to a select committee.

(f) To amend.

(g) To postpone indefinitely.

(h) To recess.

(6) FORM OF THE QUESTION. All questions shall be put in this form: "All those in favor of this motion (resolution or ordinance, as the case may be) say 'aye'. Those opposed say 'no'." Any member may ask for a roll call vote and the vote shall be recorded.

(7) VOTING.

(a) No member may abstain from voting after participating in the debate. (Am. #2006-03-470)

(b) On all votes when the Board is equally divided, the question shall be deemed lost.

(c) A continuous, revolving alphabetical roll call shall be used beginning each new term.

(8) ELECTIONS. (Am. #239-93; #243-94; #411-2002; #2006-03-470) All nominations for each elective committee shall be made from the floor. After the list of nominations is closed, each Board member shall vote for up to 5 supervisors from the nomination list. Those supervisors receiving a majority of the ballots cast shall be elected. A second ballot shall be held to fill the remaining positions following the same procedure as above. If a tie should result to fill the fifth slot, a final ballot will be held to break the tie. No member shall serve on more than 3 elective committees.

(9) ATTENDANCE AT MEETINGS/REMOTE ATTENDANCE. (Rep. & recr. # [2021-07-705](#))

(a) Participation of members in a meeting by phone/audio conference, video conference or a similar media is permitted and the public shall be afforded comparable access.

(b) No member may attend more than 4 meetings, that may not be consecutive, remotely in any session.

(c) Members attending meetings remotely shall be considered part of the quorum and shall be allowed to vote in open session provided they are in attendance for an entire agenda item before they vote.

(d) Members may not attend closed session portions of meetings remotely.

(e) Members attending remotely shall be entitled to compensation for participation provided they attend the entire meeting; however, they shall not be entitled to mileage reimbursement unless they are present in person at the meeting.

(10) DEPARTMENT REPORTS. (Am. #2014-01-602) The Chair, without suspension of rules, shall be permitted to call upon the heads of any of the departments for information on a subject under discussion pertaining to their departments.

(11) REQUESTS TO CORPORATION COUNSEL.

(a) If the Chair has appointed Corporation Counsel as the parliamentarian under Code §2.04(4), the Chair may consult with or call upon Corporation Counsel at any time for advice on parliamentary procedure and rules, however the responsibility for ruling on any such parliamentary matter or question shall remain with the Chair.

(b) Any member may, without suspension of the rules, and with consent of the Chair, ask Corporation Counsel for a legal opinion, guidance and/or a liability assessment on any matter currently before the Board.