

LINCOLN COUNTY BOARD OF SUPERVISORS

Tuesday, July 19, 2022 - 6:00 p.m.

Meeting Location: Lincoln County Service Center, County Board Room, 801 N. Sales St., Room 257, Merrill, WI  
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: July 2022  
20 Years: Jodie Wilhelm, Sheriff's Department
  - C. Appointments & Re-Appointments:
    - 1) Appoint John Olson as the Lincoln County Veteran Service Officer
    - 2) Appoint Gene Simon as our Lake Associations Representative (Term expires 4/22/24)
    - 3) Appoint Josh Klug and Elizabeth McCrank to the Local Emergency Planning Committee (LEPC) (Indefinite Term)
    - 4) Appoint Michael J. Feirer to the Aging & Disability Resource Center Board (ADRC) as a Citizen Member
    - 5) Reappoint Dave Bablick to the Civil Service Commission (term expires 12/31/2026)
    - 6) Reappoint James Ferge (term expires 4/1/2027), Rick Nelson (term expires 4/1/2026), and Steve Silverman (term expires 4/1/2025) to the Civil Service Grievance Commission
    - 7) Appoint James Beaumont as an Alternate to the Board of Adjustment (term expires 6/30/2024)
5. Approval of the Journal – June 21, 2022
6. Letters, Petitions and Memorials
  - A. Letters – None
  - B. Memorials - None
7. Reports of Standing & Special Committees
  - A. Finance Committee: 2022 Year-To-Date Budget Report – Finance Director (Dan Leydet)
  - B. Finance Committee: 2023 Budget Update – Finance Director (Dan Leydet)
  - C. Law Enforcement, Emergency Medical Services, Judicial and Emergency Management Committee:  
- Sherriff's Office
8. Resolutions and Ordinances
  - A. Res 1) Resolution 2022-07-21 Acceptance of the Department of Children and Families Dream Up! Child Care Supply-Building Grant
  - 2) Resolution 2022-07-22 Resolution Approving Ambulance Service Provider Contract with Aspirus Wausau Hospital, Inc.
  - 3) Resolution 2022-07-23 Resolution to Allow the Lincoln County Vehicle Registration Fee, Otherwise known as the Wheel Tax, to Sunset in December 2022

- 4) Resolution 2022-07-24 Resolution for an Advisory Referendum Regarding Private Funding of Election Administration
- B. Ord 1) Ordinance 2022-07-723 An Ordinance Amending the General Code of the County of Lincoln (creating §2.14 – Election Administration: Donations, Grants and Integrity)

9. Report of Claims - None

10. Approval for Mileage and Per Diem for Board Meeting

11. Next County Board Meeting Date: Tuesday, August 16, 2022, 6:00 p.m., Meeting Location: Lincoln County Service Center, 801 N Sales Street, Room 257, Merrill, WI 54452

12. Adjourn

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

Posted On: Date \_\_\_\_\_ Time \_\_\_\_\_ a.m./p.m. By \_\_\_\_\_

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 SESSIONS 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. Conferring 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, any 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: June 21, 2022

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. With Chair Friske in virtual attendance, Vice Chair Boyd called the meeting to order at 6:00 p.m.
2. Pledge of allegiance followed.
3. Clerk Marlowe called Roll - Members Present: Allen (Virtual), Anderson-Malm, Ashbeck, Bialecki, Boyd, Brixius, Callahan, Cummings, DePasse, Detert, Friske (Virtual), Hafeman, Hartwig, Lemke, Loka, McCrank, Osness, Peterson, Rusch, Simon (Virtual), Thiel, and Wickham (22).
4. Announcements/Recognitions/Awards/Appointments
  - a. None
  - b. Service Recognitions – June:
    - 10 Years: Nicholas Hoeft, Sheriff’s Department
    - 20 Years: Jessi Runsey, Child Support
    - 25 Years: Daniel Miller, Solid Waste
    - 40 Years: Natalie Wegner, Circuit Court
  - c. Appointments & Re-Appointments
    - 1) Hold Election to Highway Committee to fill unexpired term of George Brixius: Bialecki was nominated by McCrank; Osness was nominated by Detert. Osness declined. M/S Boyd/McCrank to unanimously elect Bialecki to the Highway Committee. Motion carried by a voice vote.
    - 2) Vice Chair Boyd opted to suspend the rules of the board and move the Pine Crest Committee Appointments to follow Item number 9 - Report of Claims.
5. Approval of Journal – May 17, 2022: M/S Osness/Peterson to approve the minutes as presented. Motion carried by a voice vote.
6. Letters, Petitions and Memorials
  - a. Letters – None
  - b. Memorials - None
7. Reports of Standing & Special Committees:
  - A. Administrative & Legislative Committee: NCHC Lincoln Industries Presentation – Chief Operations Officer (Jarret Nichol) Jarret gave an overview of Lincoln Industries with options going forward. Discussion followed. M/S Loka/Peterson to send back to Administrative & Legislative Committee. Motion carried by a voice vote.
  - B. Finance Committee: 2022 Year-to-date Budget Report – Finance Director (Dan Leydet) Leydet reviewed the year-to-date report and answered questions.
  - B. Finance Committee: 2023 Budget Strategy and Goals – Finance Committee Chair (Julie DePasse) DePasse discussed the committee’s budget strategy and goals. Discussion followed.
8. Resolutions and Ordinances

## A. 1) Resolution 2022-06-17

## BOARD OF ADJUSTMENT AMENDMENT OF TERMS

WHEREAS, the State of Wisconsin requires each County to have a Board of Adjustment in order to hear requests to make special exceptions to the terms of the ordinance in harmony with its general purpose and intent and in accordance with general or specific rules therein contained.

WHEREAS, Lincoln County has established a Board of Adjustment to follow specific duties and responsibilities as outlined in Lincoln County Code 17.8.12.

WHEREAS, on December 21, 2021, the Lincoln County Board through resolution 2021-12-55 and ordinance 2021-12-709, lowered the membership from 5 members and 2 alternates to 3 members and 2 alternates.

WHEREAS, §59.694(2), Wis. Stats. requires that the Board of Adjustment shall consist of not more than 5 members but not less than 3 members with staggered 3-year terms.

WHEREAS, §59.694, Wis. Stats. Requires that 2 alternate members shall also be appointed with staggered 3-year terms.

WHEREAS, §59.694(2), Wis. Stats. gives clear instruction on how to reduce the number of sitting members from 5 to 3 by adjusting 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.

WHEREAS, on May 26, 2022 the Lincoln County Board of Adjustment sitting members held a publicly noticed meeting and at which time determined by lot which member term expirations would be adjusted.

WHEREAS, Lincoln County has identified which members terms will expire which leaves one or more of the remaining terms expiring at the same time.

WHEREAS, to meet the requirements of §59.694, Wis. Stats. to have staggered terms, Lincoln County must adjust the remaining member term expirations.

Now, THEREFORE BE IT RESOLVED, that the followed member expiration dates shall change from the current term expirations to the new term expirations as listed in the table below.

	Current Member (included for clarification)	Current Term Expiration	New Term Expiration
Member 1	Phillip Rausch	6/30/2023	6/30/2025
Member 2	Kim Brixius	6/30/2024	No change
Member 3	Curtis Powell	6/30/2023	No change
Alternate 1	Vacant (pending)	6/30/2024	6/30/2025
Alternate 2	Vacant (pending)	6/30/2024	No change

BE IT FURTHER RESOLVED, that this change will not take effect until July 1, 2022.

Dated: 6/21/22

Authored by: Marty Lemke

Co-Sponsored by: William Bialecki

Committee: Land Services

Committee Vote: 7-0

Date Passed: June 9, 2022

Fiscal Impact: None

M/S McCrank/Brixius to adopt Resolution 2022-06-17. Motion carried by a voice vote.

2) Resolution 2022-06-18

Resolution Accepting Children’s Court Improvement Program Federal Funds of Up to \$2,000 to Upgrade Corporation Counsel Office Equipment

WHEREAS, the Wisconsin Children's Court Improvement Program (CCIP) has received federal funding to address the needs stemming from the COVID-19 public health emergency to ensure the safety, permanence, and well-being needs of children are met in a timely and complete manner; and

WHEREAS, CCIP has already awarded some of the federal funding to circuit courts and county child welfare agencies to purchase equipment and technology to facilitate remote participation in hearings, family interaction, and other case activities; and

WHEREAS, CCIP opened up the funding opportunities to District Attorney and Corporation Counsel offices, depending on which office(s) prosecuted children in need of protection or services (CHIPS) cases and termination of parental rights (TPR) cases; and

WHEREAS, the Lincoln County Corporation Counsel office prosecutes minor guardianship cases for certain children found in need of protection or services (CHIPS) as well as TPR cases, and therefore applied for the grant funding as allowed; and

WHEREAS, the CCIP funds could be used for the following purposes: 1) Equipment that would assist the attorneys or staff in your office communicate virtually with victims, witnesses, other attorneys, and the county welfare agency; 2) Setting up remote access points in your office space for victims or staff to participate in court hearings, meetings, etc. This equipment could include items such as laptops/tablets, televisions/monitors and mounts, webcams, and Meeting Owl Pro or similar video conferencing equipment; 3) Electronic database/software to facilitate electronic discovery; and 4) Additional items consistent with the purpose of the grant as described in the attached document; and

WHEREAS, a request for funding was sent to CCIP for purposes of upgrading the laptop, monitors (2) and webcam for the Corporation Counsel’s office, which request was vetted through the IT Department, and which would allow the existing equipment in the Corporation Counsel’s office to be repurposed as it would be replaced prior to its normal end of life cycle; and

WHEREAS, the CCIP approved the funding request for an amount up to \$2,000.00

NOW, THEREFORE BE IT RESOLVED, that the Lincoln County Board of Supervisors accepts the CCIP funds of up to \$2,000 for the approved purposes identified to upgrade the equipment for the Corporation Counsel’s office.

Dated: June 21, 2022

Authored by: Don Friske, District 9 Supervisor  
 Co-Sponsored by: Michael Loka, District 16 Supervisor  
 Committee:

Committee Vote: Date Passed:

Fiscal Impact: One-time receipt of up to \$2,000 with no additional/on-going costs

M/S Friske/Detert to adopt Resolution 2022-06-18. Motion carried by a voice vote.

3) Resolution 2022-06-19

Resolution Authorizing Lincoln County to Terminate Intergovernmental Cooperation Agreements (Emergency Management Services) with Cities and Towns

WHEREAS, by Resolution 2006-07-41, the Lincoln County Board of Supervisors authorized the County to enter into Intergovernmental Cooperation Agreements – Emergency Management Services with the Cities and Towns of Lincoln County, pursuant to Wis. Stat. §§166.03(7) and 66.0301; and

WHEREAS, a number of Cities and Towns entered into such Agreements with Lincoln County; and

WHEREAS, Wis. Stat. §§166.03(7) has been archived and replaced by Wis. Stat. §323.14(2)(b) stating that local units of government may cooperate under §66.0301 to furnish services, combine offices, and finance emergency management programs; and

WHEREAS, Wis. Stat. §323.14(1)(b)(1) states the governing body of each city, village, or town shall develop and adopt an emergency management plan and program that is compatible with the state plan of emergency management adopted under §323.13(1)(b); and

WHEREAS, Wis. Stat. §323.14(1)(b)(2) states the governing body of each city, village, or town shall designate a head of emergency management services; and.

WHEREAS, there has been no agreement of compensation to finance emergency management programs; and

WHEREAS, at the time the Resolution was passed, Lincoln County had a full-time Emergency Management Director; and

WHEREAS, at the present time, Lincoln County has only a part-time Emergency Management Director; and

WHEREAS, the requirements and duties of Lincoln County under such Intergovernmental Cooperation Agreements is unclear, and to the extent such Agreements may require drafting of plans for each of the Cities and Towns who signed such an Agreement, Lincoln County may be out of compliance with such requirements; and

WHEREAS, given the limited time available to the part-time Lincoln County Emergency Management director and the duties required of such position on behalf of the County alone, the Emergency Management director has requested that 90 day written notice be provided to all Lincoln County Cities and Towns indicating Lincoln County's termination of the Intergovernmental Cooperation Agreement – Emergency Management Services with the Cities and Towns of Lincoln County.

NOW, THEREFORE BE IT RESOLVED, that the Lincoln County Board of Supervisors approves the termination of the Intergovernmental Cooperation Agreement – Emergency Management Services with the Cities and Towns of Lincoln County, and authorizes sending the requisite 90 day written notice for termination to the Cities and Towns of Lincoln County.

Dated: June 21, 2022

Authored by: Don Friske, Supervisor, District 9

Co-Sponsored by: Mike Loka, Supervisor, District 16

Committee: Law Enforcement, EMS & Judicial Committee

Committee Vote: 6-0

Date Passed: 6/8/22

Fiscal Impact:

M/S Bialecki/Friske to adopt Resolution 2022-06-19. Motion carried by a voice vote.

4) Resolution 2022-6-20

Resolution to form an AD HOC committee on Pine Crest under Lincoln County Ordinance 2.07(7)

WHEREAS, Lincoln County committed millions of dollars in construction costs to the expansion of the Pine Crest Nursing Home building and grounds; and

WHEREAS, Lincoln County made the commitment to increase resident numbers and contract with North Central Health Care Center to provide experienced management and resident care at Pine Crest; and

WHEREAS, it recently became necessary to reduce the bed licenses at Pine Crest from 160 to 120 in an effort to save money; and

WHEREAS, the Lincoln County Board of Supervisors has an obligation to the tax payers of Lincoln County to be good stewards of the tax dollars spent; and

WHEREAS, the Lincoln County Board of Supervisors has an obligation to the residents of Pine Crest to ensure the quality of care and residential housing and treatment continue to be available.

NOW, THEREFORE BE IT RESOLVED, that the Lincoln County Board of Supervisors does create an AD HOC committee on Pine Crest pursuant to Lincoln County Code §2.07(7). The scope and duties of the committee shall be as follows: 1) Review the existing financial obligations concerning Pine Crest, and to review the prudence of any future contractual obligations concerning Pine Crest made by either signed contract or County Board resolution; 2) Review the original and current use of the Pine Crest building and grounds; 3) Review the Nursing Home Management Agreement and the Memorandum of Understanding (repair and maintenance of durable medical equipment and removal/rearrangement of furniture) between Lincoln County and North Central Health Care as such documents relate to the building and bed licenses; 4) Provide a report to the Lincoln County Board of Supervisors outlining the past and current successes, failures and status of Pine Crest Nursing Home; and 5) Provide recommendations to the Lincoln County Board of Supervisors for consideration, detailing areas of improvement for Lincoln County's overall position concerning Pine Crest Nursing Home.

NOW, THEREFORE BE IT FURTHER RESOLVED, the Committee on Pine Crest will meet at the call of the Chair after the June 2022 County Board meeting, will provide monthly updates to the County Board thereafter and will conclude its business no later than the March 2023 County Board meeting. The committee appointments will consist of five County Board supervisors, the Administrative Coordinator, Maintenance Director, IT Director and Corporation Counsel. Department heads shall be ex officio (non-voting) members and shall attend and participate on an as needed basis as determined by the Committee Chair. Any expenses of the Committee on Pine Crest will be paid from the County Board budget.

Dated: June 21, 2022

Authored by: Don Friske, District 9 Supervisor

Co-Sponsored by: Angela Cummings and Jesse Boyd

Committee: A & L Committee

Committee Vote: 6-0

Date Passed: June 1, 2022

Fiscal Impact: Minimal

M/S Peterson/Brixius to adopt Resolution 2022-06-20. Motion carried by a voice vote.

B. 1) Ordinance 2022-06-718

AN ORDINANCE AMENDING THE GENERAL CODE OF THE COUNTY OF LINCOLN – CHAPTER 17, 17.1.12 AND 17.2.03, ZONING ORDINANCE AS A RESULT OF A COMPREHENSIVE PLAN AMENDMENT AND REZONING PETITION BY FICK BRICKS LLC (REPRESENTATIVE: IRVIN FICK) FOR PROPERTY IN THE TOWN OF MERRILL.

The County Board of Supervisors of Lincoln County, Wisconsin, does hereby ordain:

Chapter 17.1.12, Lincoln County Code and the Planned Land Use Map of the Lincoln County Comprehensive Plan shall be amended to change the planned land use category for the approximately .2 acres in Section 6, T31N-R7E, in the Town of Merrill, at the intersection of Prairie River Av and County Rd G.; tax pin# 01431070639968, from General Business Public to Rural Single Family Residential.

AND

Chapter 17.2.03, Lincoln County Code, is amended such that the approximately .2 acres in Section 6, T31N-R7E, in the Town of Merrill, at the intersection of Prairie River Av and County Rd G.; tax pin# 01431070639968, will be rezoned from a General Business (GB) to Rural Residential (RR1) zoning district.

Any areas designated as Wetlands on the Wisconsin Wetland Inventory Map will not be rezoned to upland.

This ordinance shall take effect following its passage and posting.

Dated: 6/21/22

Authored by: Marty Lemke

Co-Sponsored by: William Bialecki

Committee: Land Services Committee

Committee Vote: 7-0

Date Passed: 5/12/22

Fiscal Impact: None

M/S McCrank/DePasse to adopt Ordinance 2022-06-718. Motion carried by a voice vote.

2) Ordinance 2022-06-719

AN ORDINANCE AMENDING THE GENERAL CODE OF THE COUNTY OF LINCOLN – CHAPTER 17, 17.1.12 AND 17.2.03, ZONING ORDINANCE AS A RESULT OF A COMPREHENSIVE PLAN AMENDMENT AND REZONING PETITION BY MICHELLE SUHLING (PETITIONER) AND GEORGE AND GENEVIEVE LAWRIE (PROPERTY OWNERS) FOR PROPERTY IN THE TOWN OF MERRILL.

The County Board of Supervisors of Lincoln County, Wisconsin, does hereby ordain:

Chapter 17.1.12, Lincoln County Code and the Planned Land Use Map of the Lincoln County Comprehensive Plan shall be amended to change the planned land use category for the approximately 10 acres in Section 34, T32N-R6E, in the Town of Merrill, at W5706 Hillside Dr; tax parcel pin# 01432063449992, from Rural Lands to Rural Single Family Residential.

AND

Chapter 17.2.03, Lincoln County Code, is amended such that the approximately 10 acres Section 34, T32N-R6E, in the Town of Merrill, at W5706 Hillside Dr; tax parcel pin# 01432063449992, will be rezoned from a Rural Lands (RL4) to Rural Residential (RR5) zoning district.

Any areas designated as Wetlands on the Wisconsin Wetland Inventory Map will not be rezoned to upland. This ordinance shall take effect following its passage and posting.

Dated: 6/21/22

Authored by: Marty Lemke

Co-Sponsored by: William Bialecki

Committee: Land Services Committee

Committee Vote: 7-0

Date Passed: 5/12/22

Fiscal Impact: None

M/S Brixius/McCrank to adopt Ordinance 2022-06-719. Motion carried by a voice vote.

3) Ordinance 2022-06-720

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, Section 2.09(3), be amended as indicated in the attachment.

This ordinance shall take effect following its passage and posting.

Dated: June 21, 2022.

Authoring Supervisor: Don Friske, Supervisor, District 9

Co-Sponsors: Mike Loka, Supervisor, District 16

Date Passed: 6-8-22 Committee Vote: 6-0

Fiscal Impact: None

**Code 2.09(3)- 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

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**2.09 APPOINTIVE COMMITTEES. Am. #202-91; #241-94; #243-94; #350-2000; #2006-03-470)**

The following appointive committees of the County Board shall elect their own chair, vice-chair and secretary. Members of the committees shall hold appointments until their successors are sworn or until they resign. It is suggested that the membership of these committees be geographically distributed. A permanent vacancy of the committee chair shall be filled by appointment by the County Board Chair.

(1) FINANCE AND INSURANCE COMMITTEE (Am. #204-91; #2004-02-433)

(a) Membership . This Committee shall consist of 5 supervisors.

(b) Oversight . The Committee shall act as the policy and oversight committee for the offices of the County Clerk, Treasurer, Department of Finance, Child Support Department and perform financial oversight of the Humane Society and such other entities as may receive funds from the County. (Am. #271-96; #284-96)

(c) Responsibilities . This Committee shall:

1. Prepare, publish, fix the date of public budget hearing and submit the annual budget to the County Board at the annual meeting.
2. Approve the official depositories and bonds of all County officials.

3. Have jurisdiction over all phases of taxation, including examination of all State special charges.
  4. Examine, audit and approve for payment all vouchers that exceed budgeted amounts and recommend such budget transfers and fiscal policies to the County Board as are deemed in the best interests of the County.
  5. Administer all property, liability and workers' compensation insurance. Insurance premiums shall be paid when due by authorization of this Committee.
  6. Recommend approval of any bonding or issuance of any debt.
  7. Review all capital improvement requests and submit a capital improvement plan to the County Board.
- (2) FORESTRY, LAND AND PARKS COMMITTEE (Am. #2004-02-433)
- (a) Membership. This Committee shall consist of 5 supervisors.
  - (b) Oversight. The Committee shall act as the policy and oversight committee of the Forestry, Land and Parks Department.
  - (c) Responsibilities. This Committee shall:
    1. Prepare a work plan and budget for the ensuing calendar year and present it for full Board approval.
    2. Establish and maintain the physical plant necessary for conducting forest and parks operation.
    3. Negotiate for and acquire land within the designated County Forest boundary.
    4. Review and approve all proposed recreation projects.
    5. Cooperate with the DNR on all matters pertaining to wildlife, fish and forest management in the County Forest.
    6. Participate in all other activities involved in the execution and administration of the County Forest program. These activities will be guided by the Lincoln County Forest Fifteen-Year Comprehensive Land Use Plan and the Lincoln County Five-Year Outdoor Recreation Plan.
    7. Have jurisdiction over all tax title property, as well as all County-owned property, with the exclusion of any lands administered by other County committees. Maintenance of such properties shall be as outlined at Property Committee below. (Am. #215-92; #243-94)
- (3) LAW ENFORCEMENT, EMERGENCY MEDICAL SERVICES AND JUDICIAL COMMITTEE. (Am. #2014-01-602)
- (a) Membership. This Committee shall consist of 5 supervisors. (Am. #271-96)
  - (b) Oversight. The Committee shall act as the policy and oversight committee of the Sheriff, District Attorney, Circuit Court (including Register in Probate), Clerk of Court, Coroner, emergency medical service, Emergency Management and Court Commissioners. (Am. #2020-01-685)
  - (c) Responsibilities. This Committee shall:
    1. Act as liaison between the County Board and the Civil Service Commission and the Civil Service Grievance Committee.
    2. Set policy, review budgets and contract for emergency medical services (ambulance).
    3. ~~Serve as County Board representative on the Emergency Management Committee with the County Board Chair. Be the committee designated by the County Board as a County Emergency Management Committee pursuant to Wis. Stat. §323.14(1)(a)3.. This Committee shall be the oversight committee to the County Emergency Management Director. It shall work with the State Division of Emergency Government and with such County and local emergency management officers as may be appointed and shall make recommendations to the County Board relative to emergency planning and preparations.~~ (Am. #244-94; #271-96; #2019-11-683)
    4. Be the oversight committee to the County Emergency Management Director. It shall work with the State Division of Emergency and with County and local emergency management officers. The Committee shall make recommendations to the County Board relative to emergency programs.
    - 5.4. Serve as County Board representative on the Joint Communications Division Oversight Committee. Other members shall be the County Board Chair, the Mayor of Merrill and 2 additional representatives appointed by the Mayor. This Committee shall be the oversight committee to the Sheriff's Department Communication Division. (Cr. #2004-09-442)
- (4) SOLID WASTE COMMITTEE. (Am. #2014-01-602)
- (a) Membership. This Committee shall consist of 5 supervisors.
  - (b) Oversight. The Committee shall act as the policy and oversight committee of the County Solid Waste Landfill.



- (c) Responsibilities. This Committee shall:
  1. Work in the direction and for the objectives set forth in the original resolutions creating the Solid Waste Committee.
- (5) LAND SERVICES COMMITTEE. (Am. #2014-01-602)
  - (a) Membership. This Committee shall consist of 7 supervisors and one citizen member who is the chairperson (or the chairperson's designee) of the county farm service agency committee. The farm service agency designee may only vote when the committee is dealing with land conservation issues.
  - (b) Oversight. The Committee shall act as the policy and oversight committee of the County Land Services Department and Register of Deeds Office.
  - (c) Responsibilities. This Committee shall:
    1. Assume the duties and responsibilities relating to zoning as described in §59.69, Wis. Stats.
    2. Assume the duties and responsibilities relating to land conservation as described in Ch. 92, Wis. Stats.
    3. Be the coordinating body to suggest policies and procedures to plan, implement and maintain a County-wide land information system.
    4. See that recording fees retained under §59.72(5), Wis. Stats., are disbursed to develop, plan and implement a land information system for Lincoln County.
- (6) RESERVED. (Dltd. #2004-02-433)
- (7) PUBLIC PROPERTY COMMITTEE.
  - (a) Membership. This Committee shall consist of 5 supervisors.
  - (b) Oversight. The Committee shall act as the policy and oversight committee of the Maintenance Department.
  - (c) Responsibilities. This Committee shall:
    1. Be charged with caring for and keeping in repair all County-owned buildings and grounds, except those directly under the jurisdiction of another County committee.

M/S Cummings/DePasse to adopt Ordinance 2022-06-720. Motion carried by a voice vote.

4) Ordinance 2022-06-721

Chapter 1 – General Government

An Ordinance Amending the General Code of the County of Lincoln Chapter 1 – General Government.

The County Board of Supervisors of Lincoln County, Wisconsin, does hereby ordain that Chapter 1, Section 1.18, be amended as indicated in the attachment.

This ordinance shall take effect following its passage and posting.

Dated: June 21, 2022.

Authoring Supervisor: Don Friske, Supervisor, District 9

Co-Sponsors: Mike Loka, Supervisor, District 16

Date Passed: 6/8/22 Committee Vote: 6-0

Fiscal Impact: None

**Code 1.18- 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

**1.18 CITIZEN APPOINTMENT TO COMMITTEES.** (Cr. #2006-03-469; Am. #2014-01-602)

(1) [COMMITTEE APPOINTMENTS.] The County Board will appoint citizens members to the following committees as outlined in the table below:

Ordinance Reference	Committee (Responsible Department)	Number of Citizen Members	Term	Number Appointed Each Year	Term Expires (Month)
1.21	Zoning Board of Adjustment (Zoning)	5 plus 2 alternates	3 years §59.694(2)(a), Wis. Stats.	2 in odd years, 1 in even years	June 30 §59.694(2), Wis. Stats.

Special Considerations: 1. Only one person from a town can serve on the board at one time. 2. Must reside within the County but outside of any incorporated city or village. §59.694(2)(c), Wis. Stats. 3. Must reside in town under the County's comprehensive zoning.					
1.22	Veteran's Service Commission	3 §45.81, Wis. Stats.	3 years §45.81, Wis. Stats.		Dec. 31
Special Considerations: Must be a Veteran. §45.12, Wis. Stats.					
1.27	Traffic Safety Commission	2 citizen representatives (Plus: Hwy Commr, Co Sheriff, Co Hwy Safety Coord, Education Rep, Medicine Rep, Law Rep / WI-DOT State Patrol Rep., WI-DOT District Rep., WI-DOT Transportation Safety Rep.)	2-year term	Entire committee appointed by County Board every other year (May County Board meeting of even years)	
Special Considerations: County Code §1.27. §83.013, Wis. Stats.					
1.28					
1.29	Board of Health	3 members including 1 physician, 1 nurse, 1 member at large §251.03(1), Wis. Stats.			
2.09(5)	Land Services Committee	1 citizen member who is the chair (or chair's designee) of the county farm service agency committee	2-year term §92.06(1)c, Wis. Stats.		
Special considerations: 1. The citizen member is only responsible for participation with land conservation issues. 2. Section 92.06(1)(b)(2), Wis. Stats. The County Board shall appoint to the Land Conservation Committee a person who is the Chairperson of the County Agricultural Stabilization and Conservation Committee (ASCS which is now Farm Service Agency (FSA)) or other County Agriculture Stabilization and Conservation Committee member designated by the Chairperson of the County Agricultural Stabilization and Conservation Committee.					
5.11	Civil Service Commission (Sheriff)	5 §63.01, Wis. Stats.	5 years §63.01(2), Wis. Stats.	1	Dec. 31 §63.01(2), Wis. Stats.
Special Considerations: No person holding any elective or appointive public position or office of any sort in said county government shall be appointed. §63.01(1), Wis. Stats.					

5.12	Civil Service Grievance Commission (Sheriff)	5 (members of the Co Bd, electors of the Co or both)	5 years	1	April 1
6.03	Local Emergency Planning Committee (LEPC)	5 members representing specific groups or organizations per 42 USC § 11001(c) - See 6.03	<del>2-year term</del> <u>Indefinite</u>	<del>Entire committee appointed by County Board every other year (May County Board meeting of even years)</del>	
Special Considerations: Federal Superfund Amendments and Reauthorization Act (SARA) Title III Emergency Planning and Community Right-to-Know Act (EPCRA)					
Long Term Support Committee		2			Indefinite

(Am. #2020-01-685; # 2020-08-693 )

(2) APPOINTMENT PROCESS.

- (a) Applications are available from the County Clerk's office and each person expressing in an interest should complete an application form. Cover letters and resumes may be attached.
- (b) At the start of the month prior to expiration of the term of office, the County Clerk will publish an ad in the local papers (decided by the County Clerk) requesting applications. Applications will be due at the end of the month prior to the expiration of the term (e.g. applications due November 30 for terms of office that expire on December 31).
- (c) The County Board Chair may determine the screening process (use of Committee on appointments, Administrative and Legislative Committee, or recommendations from other bodies).
  - 1. If the chair wishes to use the recommendation of a separate standing committee, the applications should be forwarded to the department responsible for the standing committee for inclusion on the agenda. The Committee would then make a recommendation to the County Board Chair who would then make a recommendation to the full County Board.
- (d) The County Board will consider the appointments at the County Board meeting prior to the expiration of the term of office.
- (e) The County Clerk will send a letter to all applicants thanking them for their interest, and a letter to the appointee with basic information and directing them to contact the responsible party if they have any questions regarding their appointments.
- (f) The responsible department will be responsible for any orientation of newly appointed members.

M/S DePasse/Peterson to adopt Ordinance 2022-06-721. Motion carried by a voice vote.

5) Ordinance 2022-06-722

Chapter 6 – Emergency Management

An Ordinance Amending the General Code of the County of Lincoln Chapter 6 – Emergency Management. The County Board of Supervisors of Lincoln County, Wisconsin, does hereby ordain that Chapter 6, Sections 6.02, 6.03 and 6.05, be amended as indicated in the attachment. This ordinance shall take effect following its passage and posting.

Dated: June 21, 2022.

Authoring Supervisor: Don Friske, Supervisor, District 9

Co-Sponsors: Mike Loka, Supervisor, District 16

Date Passed: 6/8/22 Committee Vote: 6-0

Fiscal Impact: None

**Code 6.02, 6.03 & 6.05 - 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

## **6.02 COUNTY EMERGENCY MANAGEMENT COMMITTEE.**

- (1) The County Law Enforcement, ~~Judicial and Emergency Medical Services~~ Emergency Medical Services and Judicial Committee is hereby designated as the County Emergency Management Committee. ~~When acting as County Emergency Management Committee, the Committee shall include in its membership the County Board Chairman, who shall serve as the Committee Chairman. The Chair of the County Board shall designate the Chair of the County Emergency Management Committee.~~ See also §2.09(3)(c)(3). (Am. #333-98; #2006-07-482; #2018-12-670; #2019-11-683)
- (2) The County Emergency Management Committee shall be an advisory and planning group and shall advise the County Emergency Management Director and Board of Supervisors on all Emergency Management matters. It shall meet upon the call of the chairman.

## **6.03 COUNTY LOCAL EMERGENCY PLANNING COMMITTEE. (Am. #2006-07-482)**

- (1) HOW CONSTITUTED. There is created the Lincoln County Local Emergency Planning Committee with powers and duties established for such committees under 42 USC 11000 to 11050 and under §§59.54(8)(a), 323.60, and 323.70, Wis. Stats. The County Board Chair, subject to confirmation of the Lincoln County Board of Supervisors, shall make appointments to the Committee ~~at the County Board organizational meeting of even-numbered years for a 2-year term and such individuals shall serve indefinite terms.~~ The County Board Chair shall designate a county board supervisor to serve as the elected official member under Section (2)(a) of this Code Section, below. (Am. #2018-12-670)
- (2) MEMBERSHIP. The Local Emergency Planning Committee shall include, at a minimum, representatives from each of the following groups or organizations:
  - ~~(a) State elected official.~~ (a) Elected State and local officials;
  - ~~(b) Local elected official.~~ (b) Law enforcement, civil defense, firefighting, first aid, health, local environmental, hospital, and transportation personnel;
  - ~~(c) Law enforcement representatives.~~ (c) Broadcast and print media;
  - ~~(d) Emergency Management Director.~~ (d) Community groups; and
  - ~~(e) Fire service representatives.~~ (e) Owners and operators of facilities subject to the requirements of 42 USC 11001 et seq.
  - ~~(f) Emergency medical representatives.~~
  - ~~(g) Health service representatives.~~
  - ~~(h) Hospital representatives.~~
  - ~~(i) Media representatives.~~
  - ~~(j) Community representatives.~~
  - ~~(k) Facility representatives.~~
- (3) DUTIES. The County Local Emergency Planning Committee shall be responsible for establishing a plan to comply with the Superfund Amendments and Reauthorization Act - The Community Right-to-Know Law of 1986.

## **6.05 DUTIES OF EMERGENCY MANAGEMENT DIRECTOR.**

- (1) COUNTY-WIDE DUTIES. The Director, in his/her capacity as County Director, subject to the control and direction of the Emergency Management Committee and under the general direction of the County Board, shall: (Am. #2018-12-670)
  - (a) Develop and promulgate emergency management plans for the County consistent with State plans. (Am. #2006-07-482)
  - (b) Coordinate and assist in the development of municipal emergency management plans within the County and integrate such plans with the County plan.
  - (c) Advise the Department of Military Affairs of all emergency management planning for the County and submit any reports as may be required by the Adjutant General. (Am. #2018-12-670)
  - (d) Direct and coordinate emergency management activities throughout the county during a state of emergency. (Am. #2018-12-670)
  - (e) May appoint deputy Emergency Management Directors, subject to approval of the County Board, who shall assist the director in carrying out all emergency management programs assigned by the County and its joint action municipalities and who shall act in the place of the Emergency Management Director in his/her absence or incapacity. (Am. #2018-12-670)





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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0010 GENERAL FUND							
00 NON-DEPARTMENTAL	832,814	831,814	746,182.48	93,699.66	.00	85,631.52	89.7%
10 COUNTY BOARD	2,467,457	2,467,457	1,396,047.49	4,901.29	.00	1,071,409.51	56.6%
20 ADMINISTRATIVE PERSONNEL	211,792	212,792	95,231.46	19,402.31	.00	117,560.54	44.8%
21 CORPORATION COUNSEL	197,559	197,559	74,054.17	10,577.73	.00	123,504.83	37.5%
22 FINANCE DEPARTMENT	505,507	505,507	220,104.27	37,510.62	.00	285,402.73	43.5%
23 COUNTY CLERK	225,492	225,492	108,244.64	12,112.61	.00	117,247.36	48.0%
24 TREASURERS DEPARTMENT	192,960	192,960	74,438.63	12,345.71	.00	118,521.37	38.6%
25 INFORMATION TECHNOLOGY	828,327	828,327	467,090.84	44,797.76	.00	361,236.16	56.4%
26 MAINTENANCE DEPARTMENT	2,042,108	2,117,108	711,604.63	62,736.43	.00	1,405,503.37	33.6%
27 VETERANS DEPARTMENT	195,253	195,253	57,555.67	6,680.49	.00	137,697.33	29.5%
30 CLERK OF COURTS	518,115	518,115	235,046.83	35,417.12	.00	283,068.17	45.4%
31 CIRCUIT COURT (PROBATE)	363,993	363,993	133,193.21	21,413.64	.00	230,799.79	36.6%
32 FAMILY COURT COMMISSIONER	46,510	46,510	11,968.72	210.00	.00	34,541.28	25.7%
33 DISTRICT ATTORNEYS OFFICE	304,968	304,968	125,540.34	20,771.31	.00	179,427.66	41.2%
41 LAND SERVICES DEPARTMENT	1,487,932	1,487,932	492,237.89	62,070.35	.00	995,694.11	33.1%
43 REGISTER OF DEEDS	265,911	265,911	111,234.15	17,873.82	.00	154,676.85	41.8%
44 UW EXTENSION	215,983	215,983	120,304.00	40,131.43	.00	95,679.00	55.7%
50 SHERIFFS DEPARTMENT	8,412,964	8,412,964	3,531,820.08	497,825.26	.00	4,881,143.92	42.0%
51 CORONERS DEPARTMENT	74,714	74,714	24,276.03	3,280.09	.00	50,437.97	32.5%
52 EMERGENCY MANAGEMENT	72,531	72,531	28,457.91	3,167.71	.00	44,073.09	39.2%
60 CHILD SUPPORT	284,654	284,654	121,987.11	19,153.14	.00	162,666.89	42.9%
TOTAL GENERAL FUND	19,747,544	19,822,544	8,886,620.55	1,026,078.48	.00	10,935,923.45	44.8%
0020 COUNTY ROADS FUND							
00 NON-DEPARTMENTAL	5,220,936	5,085,670	1,103,048.48	.00	.00	3,982,621.52	21.7%
TOTAL COUNTY ROADS FUND	5,220,936	5,085,670	1,103,048.48	.00	.00	3,982,621.52	21.7%
0021 JAIL ASSESSMENT FUND							
00 NON-DEPARTMENTAL	35,000	35,000	.00	.00	.00	35,000.00	.0%
TOTAL JAIL ASSESSMENT FUND	35,000	35,000	.00	.00	.00	35,000.00	.0%
0022 EMERGENCY MEDICAL FUND							



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0022	EMERGENCY MEDICAL FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
00	NON-DEPARTMENTAL	2,335,306	2,335,306	523,277.62	7,434.22	.00	1,812,028.38	22.4%
	TOTAL EMERGENCY MEDICAL FUND	2,335,306	2,335,306	523,277.62	7,434.22	.00	1,812,028.38	22.4%
0023 HEALTH DEPARTMENT FUND								
00	NON-DEPARTMENTAL	1,151,914	1,151,914	531,376.61	95,514.82	.00	620,537.39	46.1%
	TOTAL HEALTH DEPARTMENT FUND	1,151,914	1,151,914	531,376.61	95,514.82	.00	620,537.39	46.1%
0024 SOCIAL SERVICES FUND								
00	NON-DEPARTMENTAL	2,871,353	2,871,353	1,408,487.34	160,974.33	.00	1,462,865.66	49.1%
	TOTAL SOCIAL SERVICES FUND	2,871,353	2,871,353	1,408,487.34	160,974.33	.00	1,462,865.66	49.1%
0030 DEBT SERVICE FUND								
00	NON-DEPARTMENTAL	1,619,700	1,619,700	1,048,393.12	.00	.00	571,306.88	64.7%
	TOTAL DEBT SERVICE FUND	1,619,700	1,619,700	1,048,393.12	.00	.00	571,306.88	64.7%
0050 DOG LICENSE FUND								
00	NON-DEPARTMENTAL	28,000	28,000	150.30	.00	.00	27,849.70	.5%
	TOTAL DOG LICENSE FUND	28,000	28,000	150.30	.00	.00	27,849.70	.5%
0051 SEC 125 BENEFIT FUND								
00	NON-DEPARTMENTAL	0	0	399.45	.00	.00	-399.45	100.0%
	TOTAL SEC 125 BENEFIT FUND	0	0	399.45	.00	.00	-399.45	100.0%
0060 SOLID WASTE FUND								



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0060	SOLID WASTE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
00	NON-DEPARTMENTAL	2,464,827	2,483,823	530,991.03	206,982.81	.00	1,952,831.97	21.4%
	TOTAL SOLID WASTE FUND	2,464,827	2,483,823	530,991.03	206,982.81	.00	1,952,831.97	21.4%
0062	FORESTRY							
00	NON-DEPARTMENTAL	1,519,893	1,518,453	477,605.53	55,417.20	.00	1,040,847.47	31.5%
	TOTAL FORESTRY	1,519,893	1,518,453	477,605.53	55,417.20	.00	1,040,847.47	31.5%
0070	HIGHWAY FUND							
00	NON-DEPARTMENTAL	8,965,180	8,965,180	2,277,460.72	279,085.09	.00	6,687,719.28	25.4%
	TOTAL HIGHWAY FUND	8,965,180	8,965,180	2,277,460.72	279,085.09	.00	6,687,719.28	25.4%
0071	SELF FUNDED HEALTH INSURANCE							
00	NON-DEPARTMENTAL	0	0	1,360,481.60	350.00	.00	-1,360,481.60	100.0%
	TOTAL SELF FUNDED HEALTH INSURANC	0	0	1,360,481.60	350.00	.00	-1,360,481.60	100.0%
	GRAND TOTAL	45,959,653	45,916,943	18,148,292.35	1,831,836.95	.00	27,768,650.65	39.5%

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



**Motion By:**  
**Second By:**

Dist.	Supervisor	Y	N	Abs
1	Bialecki			
2	Anderson-Malm			
3	McCrank			
4	Ossness			
5	Peterson			
6	Ashbeck			
7	Rusch			
8	Thiel			
9	Friske			
10	Boyd			
11	Detert			
12	DePasse			
13	Callahan			
14	Hafeman			
15	Lemke			
16	Loka			
17	Brixius			
18	Wickham			
19	Allen			
20	Cummings			
21	Simon			
22	Hartwig			
<b>Totals</b>				
Carried				
Defeated				
Amended				
Voice vote				
Roll call				

Acceptance of the Department of Children and Families  
Dream Up! Child Care Supply-Building Grant

WHEREAS, Lincoln County Department of Social Services under contract with the Wisconsin Department of Children and Families, administers the child care program under statute 49.144 according to Wisconsin State Statute 46.22(1)(b)2.fm. ; and

WHEREAS, Lincoln County is experiencing significant lack of child care and seeing a greater use in private, unlicensed homes providing childcare and elderly relatives; and

WHEREAS, Lincoln County has a total of 15 certified/licensed homes/facilities, 10 of which serve infants. There is a total capacity of 412 for the entire county. Lincoln County has approximately 1,300 children under the age of five. At this time, there are no facilities that provide evening or weekend care.

FURTHERMORE, Child Protective Services is seeing a younger age group being left unsupervised (ages 8-14), specifically after school hours and an increase pre-teens/ early teens caring for younger children; and

WHEREAS, the lack of certified/licensed childcare resources directly affects the ability for licensed foster homes to accept placements of children; and

WHEREAS, the Department of Children and Families Project Growth announced the *Dream Up! Child Care Supply-Building Grant*, administered by their partner, First Children’s Finance, to focus on building child care supply through a collaborative community approach; and

WHEREAS, Applicants will receive strategic planning support and \$75,000 in grant funding to evaluate, plan, sustain and expand existing child care, and support new child care programs; and

WHEREAS, additional \$5,000 stipends will be allocated to participating child care providers who submit business improvement plans during the strategic planning process; and

WHEREAS, Lincoln County Department of Social Services has submitted an application and has been selected for the Fall 2022 Cohort.

NOW, THEREFORE BE IT RESOLVED, that the Lincoln County Board of Supervisors recognizes and supports the need for additional childcare resources and accepts this grant.

Dated: 07/19/22

Authored by: Supervisor Laurie Thiel  
Co-Sponsored by: Supervisor Lori Anderson-Malm  
Committee: Social Services  
Committee Vote: 5-0  
Fiscal Impact: \$0

Date Passed: 06/21/22

Drafted by: Renee Krueger

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  
Lincoln County Clerk



# LINCOLN COUNTY AMBULANCE SERVICE AGREEMENT

## **PARTIES and ADDRESSES:**

Lincoln County  
1110 E. Main Street  
Merrill, WI 54452

Aspirus Wausau Hospital, Inc.  
333 Pine Ridge Boulevard  
Wausau, WI 54401

## **RECITALS:**

1. Whereas Aspirus Wausau Hospital, Inc. d/b/a Aspirus MedEvac (hereinafter referred to as “Aspirus”), with corporate offices located at 333 Pine Ridge Boulevard, Wausau, Wisconsin, 54401, organized and existing as a non-stock, nonprofit corporation under the laws of the State of Wisconsin; and
2. Whereas, Lincoln County (hereinafter referred to as “LC”), a county in the State of Wisconsin and a body corporate, empowered by the laws of the State of Wisconsin to enter into contracts; and
3. Whereas, LC recognizes the need to provide ambulance services (hereinafter referred to as the “service”) for the transportation of the sick and injured residents of, and visitors to, portions of Lincoln County, more specifically delineated on the map attached as Addendum A, incorporated herein by reference; and
4. Whereas, Aspirus has the capability to staff and operate the ambulance service provided by LC for the northern Lincoln County area subject to the terms of this Agreement with LC; and

Now, therefore, Aspirus and LC declare their desire to enter into this Lincoln County Ambulance Service Agreement (“Agreement”) to staff and operate an ambulance service for the northern Lincoln County area through the parties’ mutual acceptance of the following agreements:

## **AGREEMENTS:**

### **I. DUTIES and RESPONSIBILITIES of LC:**

- A. Provisions of Ambulance Vehicles:** LC shall provide two ambulance vehicles to Aspirus to be garaged on the campus of the Aspirus Rhinelander & Tomahawk Hospitals & Clinics, Inc., in Tomahawk, WI. Ownership and title to the vehicles shall remain with LC. Aspirus agrees to maintain the vehicles in compliance with the requirements of the State of Wisconsin Department of Transportation as set forth in Chapter Trans 309 (December, 1987) of the Wisconsin Administrative Code, and Federal Specifications KKK-A-1822 B (6-1-85) and amendments or replacements thereto as may be in the future subject to exceptions thereto as may be permitted under the Wisconsin Administrative Code. Replacement of the vehicles will be the responsibility of LC and shall occur when the vehicles have attained their reasonable useful life as determined by LC.

- B. Provisions of Equipment:** LC shall provide in each ambulance vehicle the minimum equipment set forth in Addendum B attached hereto and made a part hereof. The equipment listed on Addendum B meets the minimum standards for essential equipment as published in the bulletin *American College of Surgeons*, May 1970, revised June 1975 and as may be revised or replaced in the future. LC agrees to include any additional equipment which may be required by State or Federal law, rule or regulation. Any additional equipment other than that referred to above shall be provided only upon the written agreement of the parties.
- C. Provisions of Radio Communications:** LC agrees to provide and maintain radio communication equipment as is presently found in each ambulance vehicle. Such equipment shall allow each unit to communicate with all other units and with Aspirus. LC also agrees to assume responsibility for central dispatching if and/or when central dispatching may be necessary as agreed to by the parties.
- D. Hold Harmless Agreement:** LC agrees to hold Aspirus harmless from any liability, injury or damage and expenses, including reasonable attorneys' fees, resulting from the following:
1. The release of records under the following circumstances:
    - a. Where a request for information is received by Aspirus from LC or any other third party, and Aspirus has reasonably determined the release of the requested information/records would violate the obligation of Aspirus to safeguard patient confidentiality, notice of such denial to the requestor should be forwarded to LC. Should LC elect to release such information, direct Aspirus to do so or respond to a request for information/records without providing Aspirus an opportunity to determine the appropriateness of release of such information, then LC shall hold Aspirus harmless with respect to that particular release.
- E. Insurance:** LC shall procure and maintain occurrence-based liability insurance for bodily injury and property damage combined in the amount of \$5,000,000 for each occurrence, and shall procure and maintain comprehensive general automobile liability insurance for each ambulance with a limit of at least \$1,000,000 (each occurrence) for liability, bodily injury and property damage, with an insurance company, or insurance companies. Each policy shall provide that written notice must be given to Aspirus at least ten (10) working days prior to cancellation of the policy. LC shall provide Aspirus with certificates of the above insurance.

- F. **Service Operating Expense Reimbursement:** LC agrees to reimburse Aspirus for expenses associated with the operation of service as approved by the Lincoln County Board each calendar year. The expense items and the annual projection of expenses for each item are contained in the ambulance service budget set forth in Addendum C attached hereto and made a part hereof each year. Aspirus shall submit itemized expenses for each month to LC, and LC will prepare a voucher to reimburse upon review. Notwithstanding the foregoing, through 2023, service operating expenses including wages and benefits for the number of staff necessary to provide 2 full time Emergency Medical Technicians/paramedics to staff an ambulance 24 hours per day, 7 days per week, 365 days per year, shall increase by no more than an amount equal to levy limits approved by Wisconsin law.
  
- G. **Billing for Services:** It shall be the responsibility of LC to bill and collect fees for ambulance service. Within 72 hours of each patient contact, regardless if the patient is transported or not, Aspirus will provide LC the required documentation to determine and initiate billing and collection procedures. Payments denied based on transportation to other than the nearest medical facility shall be deducted from amounts due to Aspirus. Within 72 hours of notification of denial, LC will notify Aspirus of the denial and will work with Aspirus to reverse the denial. Aspirus agrees to pay LC within 90 days after notification that they owe LC for *any* ambulance bills.
  
- H. **Licensure:** Aspirus shall, on behalf of LC, obtain and maintain the license required under § 146.50, Wis. Stats., as an ambulance service provider.

## II. **DUTIES and RESPONSIBILITIES of ASPIRUS**

- A. **Provisions of Ambulance Service:** Aspirus hereby contracts to operate LC's ambulance emergency and transfer service on a 24-hour basis, seven (7) days per week in those areas of Lincoln County as set forth in Addendum A attached hereto and made a part hereof. In providing all services pursuant to this Agreement, Aspirus shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provision of such services including those now in effect and hereafter adopted.
  
- B. **Personnel:** Aspirus will provide trained staff necessary to operate the service. Aspirus shall determine what personnel are necessary for operation of the service. The staff will be employees of Aspirus and subject fully to the control and policies of Aspirus. The Emergency Medical Technicians/paramedics will comply with any future State or federal laws, rules or regulations applicable to ambulance service personnel licensing and training. All Emergency Medical Technicians/paramedics will hold a valid Wisconsin driver's license. Aspirus will provide LC with a written list of the names of the Emergency Medical Technicians/paramedics involved in this service. Aspirus will comply with the provision of Title VII of the Civil Rights Act of 1964 as amended, the Equal Employment Opportunity Act of 1972 and the provisions of Wisconsin Fair Employment laws. Aspirus reserves the right to utilize

the Emergency Medical Technicians/paramedics in other areas of operations within Aspirus Rhinelander & Tomahawk Hospitals & Clinics, Inc. (Tomahawk campus only) when not on official ambulance business. Emergency Medical Technicians'/paramedics' wages will not be transferred to other cost centers of Aspirus during these occasions.

- C. **Maintenance of Ambulance Vehicles and Equipment:** Aspirus will be responsible for maintaining the ambulances and equipment subject to the understanding that all costs incurred by Aspirus in either providing for, or paying for the same, shall be an operating expense item of the service reimbursable by LC. Wherever such expense exceeds the annual total in the current operating budget for maintenance and equipment, Aspirus shall first obtain LC approval for any additional expenditures. Aspirus agrees to clean and maintain the ambulance vehicles and equipment according to the laws, rules and regulations of the State of Wisconsin, and to make regular inspections of the ambulance vehicles and equipment to ensure their proper operations. A mutually agreeable inspection log will be developed which will delineate items to be inspected and the frequency of inspections. Aspirus staff will signify by initials that the inspections have been made. Aspirus agrees to hold LC harmless for any liability, injury or damage resulting from defects in any equipment, materials or supplies provided by Aspirus. Aspirus also agrees to keep the ambulance garaged on the Aspirus Rhinelander & Tomahawk Hospitals & Clinics, Inc. campus in Tomahawk, WI. LC recognizes the costs associated with garaging the ambulances and as such agrees garage rent will be an expense item of the service budget.
- D. **Operating of Ambulance Vehicles:** Aspirus will ensure that the ambulance vehicles will be used only for official ambulance business by approved and qualified Hospital staff. At all times, the ambulance vehicles shall be operated in a safe manner and in conformance with applicable statutory rules of the road.
- E. **Insurance:** Aspirus will maintain comprehensive general liability insurance coverage with limits of \$1,000,000 for each occurrence and \$1,000,000 aggregate, and professional liability insurance with minimum limits of \$1,000,000 for each occurrence and \$1,000,000 aggregate, provided professional liability insurance is available for the ambulance service under the Wisconsin Patients Compensation Fund on behalf of Aspirus. If it is not, Aspirus agrees to maintain professional liability coverage in the amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Aspirus shall also maintain at least the minimum Worker's Compensation Insurance coverage required by the State of Wisconsin which shall not be chargeable to LC as an expense. LC will be provided with certificates evidencing the above insurance.
- F. **Budget Preparation and Review:** Aspirus will prepare and submit to the LC Law Enforcement, Emergency Medical Services & Judicial Committee an annual budget of projected expenses for the next calendar year by July 1 of each year. Modifications to the proposed budget will be mutually agreed upon by the parties during the review process. The LC Board of Supervisors retains final authority to approve the

proposed budget.

- G. Operations Reports:** Aspirus will provide information to the LC Law Enforcement, Emergency Medical Services & Judicial Committee concerning matters relating to the operation of the ambulance service, provided the provision of such information is not prohibited by law. Such reports will consist minimally of actual to budget performance information and explanations of significant variances. Aspirus ambulance service management will avail themselves for attendance at LC Law Enforcement, Emergency Medical Services & Judicial Committee meetings at whatever frequency the Committee desires.

### **III. TERMS OF AGREEMENT**

The initial term of this Agreement shall be for the period January 1, 2022, through December 31, 2023. The Agreement will automatically renew on January 1 of each subsequent year unless either party to the Agreement sends a notice of termination or request for renegotiation for change of the Agreement prior to the date of automatic renewal and pursuant to the terms of this Agreement

### **IV. TERMINATION OF AGREEMENT:**

This Agreement shall terminate as follows:

- A. At any time by mutual written agreement of the parties.
- B. After the initial term, either party may terminate this Agreement effective January 1 of any year, provided notice of such intent to terminate is received in writing no later than June 30 of the preceding year by the other party (the party not seeking to terminate the Agreement). Such termination shall be effective on the subsequent January 1.
- C. Upon the violation or failure by either party to perform or discharge their responsibilities as identified in this Agreement.
- D. If proceedings in bankruptcy, receivership or insolvency shall be instituted by or against Aspirus.
- E. After the initial term, either party may serve a notice to renegotiate the Agreement provided notice of such intent to renegotiate is received in writing no later than March 15 by the other party. If the parties do not reach an Agreement by the subsequent June 30, either party may serve their notice of termination upon the other party, with such termination being effective January 1 of the following year.

If this Agreement is terminated, LC may forthwith, without notice, enter upon the premises where said vehicles and equipment are located and remove it without recourse to legal proceedings.

V. **MISCELLANEOUS:**

A. **Status of Aspirus:** It is expressly acknowledged by the parties hereto that Aspirus is an “independent contractor” and nothing in this Agreement is intended nor shall be construed to create any employer/employee or partnership relationship or to allow LC to exercise control or direction over the manner or method by which Aspirus provides the services which are the subject matter of this Agreement; provided always that the services to be provided hereunder by Aspirus shall be provided in a manner consistent with the provisions of this Agreement. If any payments are due Aspirus, Aspirus understands and agrees that:

1. LC will not withhold from the payments to Aspirus pursuant to present law and this Agreement any sums for income tax, unemployment insurance, social security or any other withholding pursuant to any law or requirement of any governmental body relating to Aspirus,
2. All of such payments as may be required by law are the sole responsibility of Aspirus (except as other provided by applicable law), and
3. Aspirus will indemnify and hold LC harmless from any and all loss or liability arising with respect to such payments. In the event the Internal Revenue Service or Wisconsin Department of Revenue should question the independent contractor status of Aspirus, the parties hereto mutually agree that both Aspirus and LC shall have the right to participate in any discussion, negotiation or resolution occurring with the Internal Revenue Service or Wisconsin Department of Revenue, regardless of with whom such discussions or negotiations are initiated.

B. **Applicable Standards:** All applicable provisions of law and other rules and regulations of government authorities relating to licensure and operation of ambulance services shall be fully complied with by the parties.

C. **Notices:** Notices or communications required or permitted to be given under this Agreement shall be given to the respective parties by registered or certified mail (said notice being deemed given as of five (5) days after the date of mailing) at the following addresses unless a party shall otherwise designate in writing:

LC:	ASPIRUS:
Lincoln County Courthouse	Aspirus Wausau Hospital, Inc.
Lincoln County Clerk	Attn: President
1110 E. Main Street	333 Pine Ridge Boulevard
Merrill, WI 54452	Wausau, WI 54401

D. **Article and Other Headings:** The article and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.



- E. **Governing Law:** This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with the laws of Wisconsin. Any litigation arising from this agreement shall be venued in the circuit court for Lincoln County, Wisconsin.
- F. **Severability:** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability of that provision shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accord with its terms.
- G. **Assignment:** No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties.
- H. **Entire Agreement:** This Agreement supersedes all previous contracts, and constitutes the entire Agreement between the parties.
- I. **Waiver of Breach:** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach hereof.
- J. **Medicare Reporting and Access Requirements:** Until the expiration of four (4) years after the furnishing of the services pursuant to this Agreement, Aspirus shall make available, upon written request to the Secretary of the U.S. Department of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, the contract, and books, documents and records of Aspirus that are necessary to certify the nature and extent of such costs, and, if Aspirus carries out any of the duties of this Agreement through a subcontract, with a value or cost of \$10,000 or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of such costs. (This paragraph shall be of no force or effect if not required by law.)
- K. **Amendments and Execution:** This Agreement and amendments thereto shall be in writing and executed in duplicate, and may be executed in counterparts. Each duplicate copy and/or counterpart shall be deemed an original, but duplicate originals together shall constitute one and the same instrument.
- L. **County Authorization:** LC's approval of this contract and the authority of the County Board Chairman and County Clerk to execute this document shall be set forth in a certified copy of a duly adopted County Board resolution attached hereto.
- M. **Aspirus Authority:** Aspirus represents and warrants that Aspirus has

full authority to enter into this agreement and that any person or entity executing in a representative capacity for Aspirus has full authority to do so, such authority being verified and confirmed by attestation in the space provided therefore.

- N. **Indemnification:** Except as specifically identified herein, it is understood and agreed that each of the parties hereto shall be responsible for the acts and omissions of itself and its employees, officers, directors, independent contractors and agents and none of the parties hereto agree to indemnify any other party for any such act or omission provided, however, that this Agreement shall not constitute a waiver by any party of any rights to indemnification, contribution, subrogation or other statutory protection which such party may have by operation of law.

In witness whereof, Aspirus and LC hereto have caused this Agreement to be signed by their respective officers or representatives duly authorized to do so as follows:

LINCOLN COUNTY:

ASPIRUS WAUSAU HOSPITAL, INC.,  
a Wisconsin nonstock corporation:

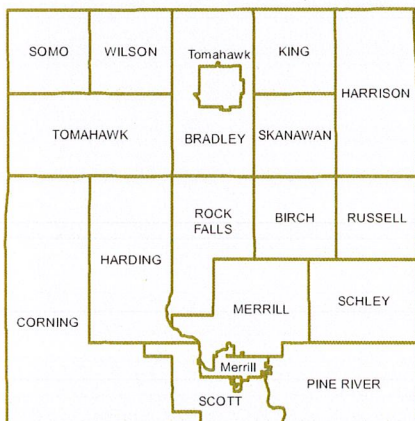
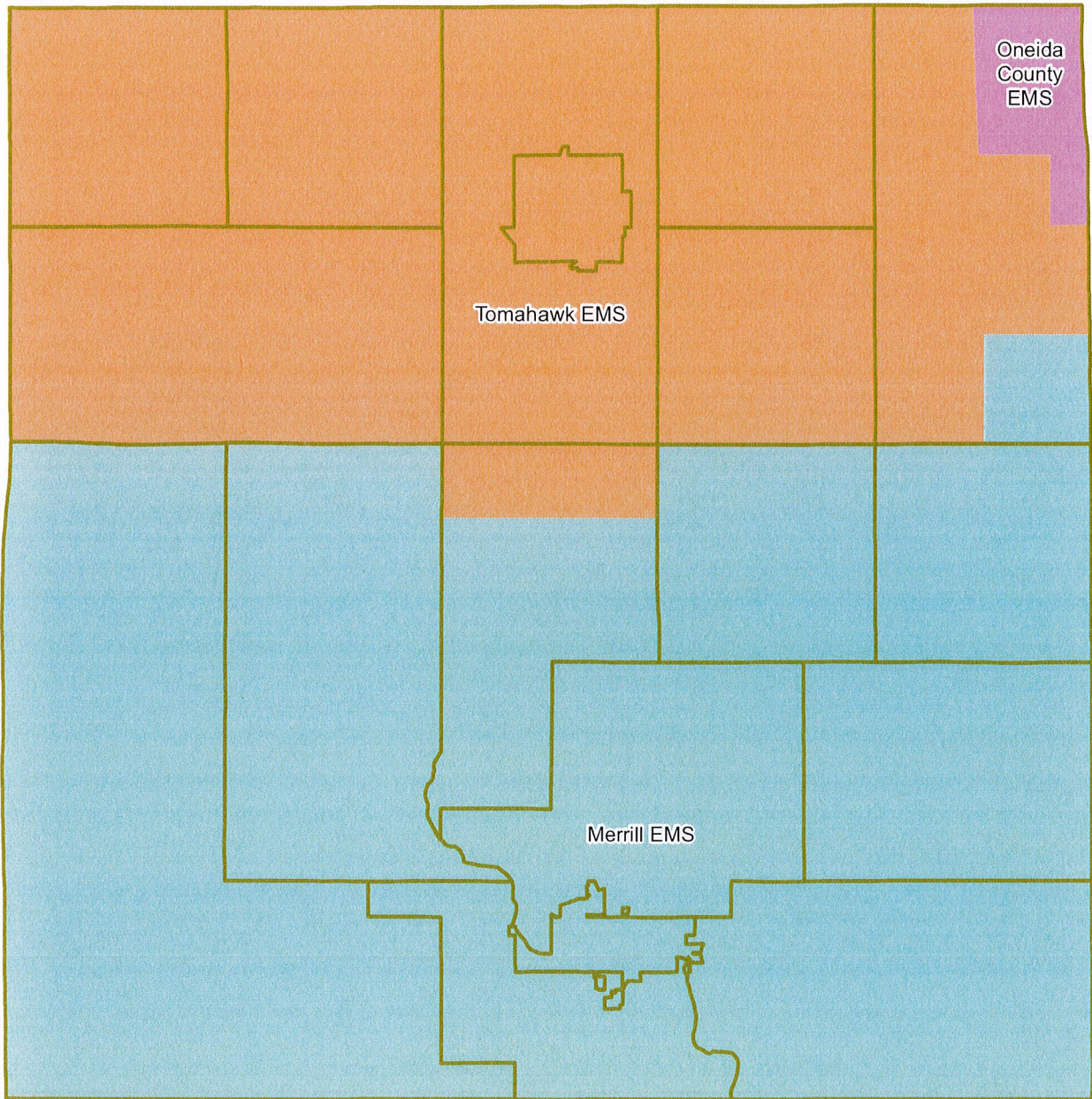
By: \_\_\_\_\_  
Don Friske  
County Board Chair

By: \_\_\_\_\_  
Jeffrey Wicklander  
President

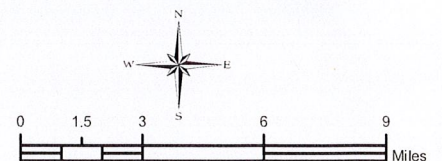
By: \_\_\_\_\_  
Christopher Marlowe, County Clerk

\_\_\_\_\_  
Attest  
\_\_\_\_\_  
Print Name

Map 8  
EMS Service Map  
Lincoln County, Wisconsin



- Minor Civil Divisions
- EMS Service Areas**
- Merrill EMS
- Oneida County EMS
- Tomahawk EMS



Source: NCWRPC & WI DNR

This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information and data used for reference purposes only. NCWRPC is not responsible for any inaccuracies herein contained.

Prepared By:



North Central  
Wisconsin Regional  
Planning Commission

210 McClellan St., Suite 210, Wausau, WI 54403  
715-849-5510 - staff@ncwrpc.org - www.ncwrpc.org





**Question: Should the State of Wisconsin prohibit election officials from soliciting or using private funds, technology, or services from special interest groups, people, or other private entities for the purpose of administering elections and referendums?**

**YES \_\_\_\_\_ NO \_\_\_\_\_**

NOW, THEREFORE BE IT RESOLVED, that the County Clerk is directed to send a copy of this resolution to the Governor of the State of Wisconsin, the Wisconsin Counties Association, the Wisconsin Towns Association, the Wisconsin League of Municipalities, all members of the state legislature, and to each Wisconsin County Board.

Dated: (County Board date)

Authored by: Calvin Callahan

Co-Sponsored by: Jesse Boyd, Angela Cummings, Randy Detert, Greg Hartwig

Committee: Administrative & Legislative

Committee Vote: carried – unanimous

Date Passed: 7/6/2022

Fiscal Impact:

Drafted by: Calvin Callahan

