

LINCOLN COUNTY BOARD OF SUPERVISORS

Tuesday March 21, 2023 - 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 approximately 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>

Attendance Policy: The teleconference cannot start until the host (county clerk) dials in and enters the host password. In the event there is an unforeseen technical difficulty that prevents all or a part of the meeting from being available electronically, the meeting will continue in person and those wishing to attend can appear in person at the location indicated on this agenda. All public participants' phones, microphones and chat dialog boxes must be muted or disabled during the meeting.

All Public Comment is Limited to Current Agenda Items: 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 Board Chair, 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 – March
 - 10 Years: Joseph Strassman – Highway Worker
 - 15 Years: Katie Kroening – Court Clerk
 - 25 Years: Jerry Schoepke - Highway Worker
 - 30 Years: Grant Peterson – Lieutenant Sherriff
 - C. Appointments & Re-Appointments:
 1. Social Services Committee Election to fill the unexpired term of Angela Cummings (term ends 4/2024)
 2. Appointment of Julie DePasse to Broadband Committee to fill the unexpired term of Calvin Callahan (term ends 4/2024)
 3. Appointment of County Board Supervisor to Broadband Committee to fill the unexpired term of Angela Cummings (term ends 4/2024)
 4. Appointment of Maria Pregler to Aging & Disability Resource Center of Central Wisconsin Board Member
 5. Appointment of Don Wendorf to Forestry, Land & Parks Committee to fill the unexpired term of Calvin Callahan (term ends 4/2024)
5. Approval of the Journal – February 20, 2023
6. Letters, Petitions and Memorials
 - A. Letters - None
 - B. Memorials:
7. Reports of Standing & Special Committees
 - A. Finance & Insurance Committee: 2023 Year-to-Date Budget Report – Finance Director (Samantha Fenske)
 - B. Finance & Insurance Committee: 2024 Budget Strategy and Goals – Committee Chair (Julie DePasse)

C. AD HOC Committee on Pine Crest: Report of Nursing Home Review and Possible Alternatives – Committee Chair (Ken Wickham)

8. Public Comment

9. Resolutions and Ordinances

- A. Res 1) Resolution 2023-03-14 Resolution Authorizing Lincoln County to Enter into the Settlement Agreements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, Inc., Agree to the Terms of the Addendum to the MOU Allocating Settlement Proceeds, and Authorize Entry into the MOU with the Attorney General
- 2) Resolution 2023-03-15 Resolution to Provide Funding to the Merrill and Tomahawk Chambers of Commerce, and membership in the North Central Wisconsin Tourism Council formerly known as (ITBEC)
- 3) Resolution 2023-03-16 Highway Department CDL Wage Reorganization
- 4) Resolution 2023-03-17 Authorizing Contingency Fund Request of \$29,627 Administrative Personnel Department in 2022
- 5) Resolution 2023-03-18 Adopting the Reorganization of the Health Department
- B. Ord 1) Ordinance 2023-03-736 An Ordinance Amending the General Code of the County of Lincoln Chapter 12 (creating §12.06 – Utility Accommodation Policy)
- 2) Ordinance 2023-03-737 An Ordinance Amending the General Code of the County of Lincoln County – Chapter 17, 17.1.12 and 17.2.03, Zoning Ordinance as a result of a Comprehensive Plan Amendment and Rezoning Petition by Jeffrey Daurer for property in the Town of Wilson
- 3) Ordinance 2023-03-738 An Ordinance Amending the General Code of the County of Lincoln Chapter 17 – 17.2.100 Relating to Permitted and Conditional Land Uses by Zoning District

10. Report of Claims – None

11. Approval for Mileage and Per Diem for Board Meeting

12. Next County Board Meeting Date: Tuesday, April 18, 2023, 9:00 A.M. (Annual Town Meetings are in the evening on the April 18). Meeting Location: Lincoln County Service Center, 801 N Sales Street, Room 257, Merrill, WI 54452

13. Adjourn

Posted: Date _____ Time _____ 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 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: February 20, 2023

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 Friske called the meeting to order at 6:00 p.m.
2. Pledge of allegiance followed.
3. Clerk Marlowe called Roll - Members Present: Anderson-Malm, Ashbeck, Bialecki, Boyd, Callahan, Cummings, DePasse, Detert, Friske, Hartwig, Lemke, McCrank, Meunier, Osness, Rusch, Simon, Thiel, Wickham, and Wendorf. Members attending virtually: Hafeman and Loka (21). Excused: Allen (1).
4. Announcements/Recognitions/Awards/Appointments
 - A. Announcements - None
 - B. Service Recognitions – February
 - 10 Years: Gina Olson, Chief Deputy Clerk – Clerk of Courts
 - C. Appointments & Re-Appointments:
 1. Committee Assignments: Chair Friske Appointed Jim Meunier to the Law Enforcement, EMS, Judicial and Emergency Management Committee. Supervisor Callahan, citing a heavy Assembly Committee load, resigned from the committee which created the opening.
 2. Social Services Committee Election: Chair Friske called for nominations. Supervisor Thiel nominated Jim Meunier. There were no other nominations. M/S Boyd/Cummings to close nominations and cast a unanimous ballot for Meunier. Without objection, Meunier was elected to fill the Social Services opening left by Lori Anderson Malm’s resignation from the committee.
 3. Appointment of Angela Cummings to the North Central Health Care – Community Service Program Board (Term ending 4/15/24). M/S Bialecki Ashbeck to appoint Angela Cummings to the North Central Health Care – Community Service Program Board (Term ending 4/15/24). Motion carried by a voice vote.
 4. Appointment of Dora Gorski to the Aging and Disability Resource Center of Central Wisconsin Advisory Committee (Term ending 12/31/25). M/S McCrank/Ashbeck to appoint Dora Gorski to the Aging and Disability Resource Center of Central Wisconsin Advisory Committee (Term ending 12/31/25). Motion carried by a voice vote.
 5. Appointment of James S. Torgerson, Sr. to the Aging and Disability Resource Center of Central Wisconsin Advisory Committee (Term ending 12/31/25). M/S Lemke/Ashbeck to appoint James S. Torgerson, Sr. to the Aging and Disability Resource Center of Central Wisconsin Advisory Committee (Term ending 12/31/25). Motion carried by a voice vote.
5. Approval of Journal – January 17, 2023: M/S DePasse/Cummings to approve the minutes as presented. Motion carried by a voice vote.
6. Letters, Petitions and Memorials
 - A. Letters – None
 - B. Memorials: David Jackson (1992-2000)
8. Reports of Standing & Special Committees:
 - A. Administrative & Legislative Committee: Introduction of the North Central Health Care Managing Directors – Executive Director (Gary Olson) Director Olson used this time to introduce his new Managing Director of Finance (Jason Hake) and Managing Director of Community Programs (Vicky Tylka). Both Hake and Tylka introduced themselves to the board and gave a brief history of their prior accomplishments.
 - B. Finance & Insurance Committee: 2022 Year-to-date Budget Report – Finance Director (Samantha Fenske) Director Fenske gave her report and then answer questions.
9. Public Comment – None was offered.
10. Resolutions and Ordinances

A. 1) Resolution 2023-02-06

Resolution Accepting Infant Clothes with an approximate value of \$74.00

WHEREAS, Lincoln County Department of Social Services works with children experiencing abuse and/or neglect; and
 WHEREAS, Patricia Lau donated new baby clothing for children going into foster care or relative placements in Lincoln County.

NOW, THEREFORE BE IT RESOLVED, that Lincoln County Board of Supervisors recognizes and accepts Ms. Lau's thoughtful and generous donation in support of children in Lincoln County.

Dated: February 20, 2023

Authored by: Supervisor Thiel

Co-Sponsored by: Supervisor Cummings, Supervisor Lemke, Supervisor Rusch

Committee: Social Services

Committee Vote: 4-0

Date Passed: January 23, 2023

Fiscal Impact: Estimate Value of \$74.00

M/S DePasse/Hartwig to adopt Resolution 2023-02-06. Motion carried by a voice vote.

2) Resolution 2023-02-07

Resolution in Support of Telecommuting Opportunities and Telecommuter Forward! Certification

WHEREAS, the Lincoln County Board of Supervisors supports and commits to promote the availability of telecommuting options;

WHEREAS, the Lincoln County Board of Supervisors hereby appoints the Lincoln County Broadband Committee as the single point of contact for coordinating telecommuting opportunities within Lincoln County government including the following responsibilities:

1. Coordination and partnership with broadband providers, realtors, economic development professionals, employers, employees, and other telecommuting stakeholders.
2. Collaboration with broadband providers and employers to identify, develop, and market telecommuter-capable broadband packages.
3. Communication and partnership with broadband providers and economic development professionals to develop common goals.
4. Promotion of telecommuter-friendly workspaces, such as business incubators with telecommuting spaces, if such a workspace has been established in the political subdivision at the time the political subdivision adopts the resolution.
5. Familiarity with broadband mapping tools and other state-level resources.
6. Maintaining regular communication with the state broadband office.
7. Making regular reports to the Lincoln County Board of Supervisors.

NOW, THEREFORE, BE IT HEREBY PROCLAIMED that the Lincoln County Board of Supervisors supports telecommuting opportunities throughout Lincoln County and authorizes the Lincoln County Broadband Committee to submit an application for Telecommuter Forward! Community certification to the Wisconsin Public Service Commission.

Dated: February 23, 2023

Authored by: Kenneth L. Wickham, Supervisor, District 18

Co-Sponsored by: Angela Cummings, Supervisor

Committee: Broadband Committee

Committee Vote: 3-0

Date Passed: January 16, 2023

Fiscal Impact: None

M/S DePasse/Detert to adopt Resolution 2023-02-07. Motion carried by a voice vote.

3) Resolution 2023-02-08

RESOLUTION OF SUPPORT FOR THE CHARTER COMMUNICATIONS, INC., APPLICATION FOR A WISCONSIN PUBLIC SERVICE COMMISSION FISCAL YEAR 2023 STATE BROADBAND EXPANSION GRANT TO INCREASE BROADBAND SERVICE AND AVAILABILITY IN LINCOLN COUNTY

WHEREAS, much of Lincoln County is unserved or underserved by Broadband telecommunications service; and

WHEREAS, the majority of Lincoln County's full- and part-time population resides in rural areas of the County that are unserved or underserved by Broadband telecommunications; and

WHEREAS, Broadband telecommunications service is essential for economic development; business; entrepreneurship; commerce; education; medicine; health care; recreation; tourism; delivery of private, public, and government services; enhanced productivity and efficiency; and improving quality of life; and

~~WHEREAS, the Lincoln County Board of Supervisors has adopted Lincoln County Ordinance 2023-02-XX, BROADBAND FORWARD! ORDINANCE, and is in the process of applying to the Wisconsin Public Service Commission for certification as a Broadband Forward! Community under Wis. Stat. 196.504(4); and~~

WHEREAS, the Lincoln County Board of Supervisors has adopted Lincoln County Resolution 2023-02-XX, IN SUPPORT OF TELECOMMUTING OPPORTUNITIES AND TELECOMMUTER FORWARD! CERTIFICATION, and is in the process of applying to the Wisconsin Public Service Commission for Telecommuter Forward! Certification under Wis. Stat. 196.5045; and

WHEREAS, the Lincoln County Board of Supervisors is committed to making broadband available for every residence, business, and address, in the County; and

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

1. The Director of Finance to allocate \$200,000 from the County's American Rescue Plan Act (ARPA) allocation as matching funds to support the Charter Communications, Inc., Application for a Wisconsin Public Service Commission Fiscal Year 2023 State Broadband Expansion Grant project in "the Towns of Pine River, Russell, and Schley" in Lincoln County; and
2. The Lincoln County Broadband Committee to serve as the County's primary point of contact for the Charter Communications, Inc., Application for a Wisconsin Public Service Commission Fiscal Year 2023 State Broadband Expansion Grant and any resulting Broadband Expansion Grant Award; and
3. Lincoln County department heads to collaborate with the Lincoln County Broadband Committee, as reasonable and feasible, to provide in-kind contributions in support of the Charter Communications, Inc., grant application and/or grant award. In-kind contributions may include but are not limited to: expediting permit application processes and approvals; coordinating with local units of government to gather and share information about zoning, permitting, and other construction requirements; coordinating and collaborating with local stakeholders; and assisting with media outreach and public involvement activities.

Dated: February 20, 2023

Authored by: Ken Wickham, Supervisor

Co-Sponsored by: Angela Cummings, Supervisor, Randy Detert, Supervisor, Laurie Thiel, Supervisor

Committee: Administrative and Legislative Committee

Committee Vote: 6-0

Date Passed: February 1, 2023

Fiscal Impact: \$200,000 in FY2023

M/S Detert/Bialecki to adopt Resolution 2023-02-08. M/S Wickham/Hartwig to amend the resolution by striking paragraph 4, by adding: "in towns of Pine River, Russell, and Schley" directly before "in Lincoln County" in paragraph 7 Item 1, and by adding page 3 (Supporting Document). Motion to amend carried on a voice vote. Motion to adopt also carried by voice vote.

4) Resolution 2023-02-09

Resolution Authorizing Lincoln County to Submit a Broadband Equity, Access and Deployment (BEAD) Local Planning Grant Program Letter of Intent

WHEREAS, The Lincoln County Board of Supervisors is committed to making high-speed internet accessible and affordable for all Lincoln County residents and businesses.

WHEREAS, The Lincoln County Board of Supervisors desires to take advantage of financial and other resources to help define the need, vision, and strategy for deployment of broadband in Lincoln County; and

WHEREAS, The Wisconsin Public Service Commission has announced that Broadband Equity, Access and Deployment (BEAD) Local Planning Grants are available in the form of formula funding of \$1.5 million under the Infrastructure Investment and Jobs Act to Wisconsin counties and federally recognized Tribes to generate locally informed analysis of broadband needs and develop each community's vision for broadband development; and

WHEREAS, Counties that elect to participate in the program may opt to (1) collaborate regionally through their respective Regional Economic Development Organization (REDO) or (2) participate independently; and

WHEREAS, The Wisconsin Public Service Commission requires that each Wisconsin county and federally recognized Tribe that desires to participate to complete, sign, and submit a BEAD Local Planning Grant Program Letter of Intent certifying their intent to participate in the program, including complying with related grant requirements; and

WHEREAS, Signature and submission of aforementioned form does not constitute an obligation of Lincoln County to comply with any terms or conditions of the grant program; and

WHEREAS, Following the Wisconsin Public Commission's announcement of formula grant awards, those counties and Tribes that elected to participate individually and participating collaboratives will complete a brief application in the Commission's Online Grants System that describes planned activities and the intended use of funding among cost categories.

NOW, THEREFORE BE IT RESOLVED, by the Lincoln County Board of Supervisors that Lincoln County declares its intent to participate in Broadband Equity, Access, and Deployment (BEAD) Local Planning Grants.

BE IT FURTHER RESOLVED, that Lincoln County opts to collaborate regionally through Grow North, Lincoln County's Regional Economic Development Organization (REDO), to define the need, vision, and strategy for deployment of broadband in Lincoln County.

BE IT FURTHER RESOLVED, that the Lincoln County Board Chairman is authorized to complete, sign, and submit the BEAD Local Planning Grant Program Letter of Intent certifying Lincoln County's intent to participate in the Wisconsin Public Service BEAD and Local Planning Grants program, including complying with related grant requirements.

Dated: February 20, 2023

Authored by: Kenneth L. Wickham, Supervisor, District 18

Co-Sponsored by: Angela Cummings, Supervisor; Randy Detert, Supervisor

Committee: Broadband Committee

Committee Vote: 3-0

Date Passed: February 13, 2023

Fiscal Impact: None

M/S McCrank/Boyd to adopt Resolution 2023-02-09. Motion carried by a voice vote.

5) Resolution 2023-02-10

APPROVE THE 2022 LINCOLN COUNTY FOREST ANNUAL REPORT AND ADD TO CHAPTER 2000 OF THE 15-YEAR
LINCOLN COUNTY FOREST COMPREHENSIVE LAND USE PLAN

WHEREAS, The Lincoln County Board of Supervisors approved the 2021-2035 Lincoln County Forest Comprehensive Land Use Plan on December 15, 2020; and

WHEREAS, This 15-year plan is a working dynamic document, subject to amendments and additions by the Lincoln County Forestry, Land and Parks Committee and the Lincoln County Board of Supervisors; and

WHEREAS, the Lincoln County Forest Annual Report is routinely added to Chapter 2000 of the Lincoln County Forest Comprehensive Land Use Plan as a way to summarize its main accomplishments over the past year for historical record and to evaluate progress on short and long-term goals of the County Forest and Recreational System; and

WHEREAS, the Lincoln County Forestry, Land and Parks Committee has reviewed and approved the 2022 County Forest Annual Report to supplement the Fifteen-Year Lincoln County Forest Comprehensive Land Use Plan.

NOW, THEREFORE BE IT RESOLVED, the Lincoln County Board of Supervisors does hereby ordain and resolve to approve and adopt the 2022 Lincoln County Forest Annual Report.

AND BE IT FURTHER RESOLVED, that the 2022 Lincoln County Forest Annual Report will be included as an amendment to Chapter 2000 of the Fifteen-Year Lincoln County Forest Comprehensive Land Use Plan..

Dated: February 20, 2023

Authored by: Kenneth Wickham

Co-Sponsored by: Norbert Ashbeck

Committee: Forestry, Land and Parks

Committee Vote: All Ayes

Date Passed: February 13, 2023

Fiscal Impact: None

M/S Osness/Hartwig to adopt Resolution 2023-02-10. Motion carried by a voice vote. (The Annual Report can be view on the Lincoln County Website, in the Forestry, Land and Parks Department, and in the Lincoln County Clerk's Office).

6) Resolution 2023-02-11

Approving Enrollment of the Lincoln County Forest in the Lake States Forest Management Bat Habitat
Conservation Plan

WHEREAS, Lincoln County manages approximately 100,843 acres of County Forest Lands along with numerous recreational trails and facilities which are managed for multiple benefits; and

WHEREAS, the Northern Long-eared Bat and Tri-colored Bat are expected to be listed as federally endangered in 2023 and the Little Brown Bat is under review for listing; and

WHEREAS, the states of Wisconsin, Minnesota and Michigan have jointly developed the Lakes States Forest Management Bat Habitat Conservation Plan in order to receive an incidental take permit for forest management activities issued by the U.S. Fish and Wildlife Service; and
 WHEREAS, Lincoln County plans to engage in activities that could result in the incidental take of bats and seeks to be included in under the Incidental Take Permit issued to the Wisconsin Department of Natural Resources; and
 WHEREAS, Lincoln County will comply with the terms of the Species and Habitat Conservation Agreement.
 THEREFORE, BE IT RESOLVED, that the Lincoln County Board of Supervisors in consideration of the needs to conserve the bat populations in Wisconsin while continuing multiple use management consistent with the Lincoln County Forest Comprehensive Land Use Plan, hereby agree to enter into a Landowner Agreement and Certificate of Inclusion into the Lakes States Forest Management Bat Habitat Conservation Plan; and
 BE IT FURTHER RESOLVED, that the County Forest Administrator be authorized to sign the agreement and submit this document to the Wisconsin Department of Natural Resources.

Dated: February 20, 2023

Authored by: Greg Hartwig

Co-Sponsored by: Kenneth Wickham

Committee: Forestry Land and Parks

Committee Vote: All Ayes

Date Passed: February 13, 2023

Fiscal Impact: None

Lake States Forest Management Bat Habitat Conservation Plan Summary
 January 2023

Background

- Populations of cave hibernating bats in precipitous decline due to a white-nose syndrome (WNS).
 - WNS discovered in WI in 2014 and is now widespread in all known hibernacula.
- When USFWS listed the northern long-eared bat (NLEB) as Threatened in 2015 they specifically identified forest management as a potential source of take for the species.
 - During the summer these species utilize trees for maternity colonies and day roosts and they forage in forested areas.
- NLEB, Tri-colored bat and possibly little brown bat (LBB) will be listed as endangered due the impacts of WNS, and any take of an endangered species is prohibited. WI will need an incidental take permit to continue forest management activities.
- WI, MI, MN have jointly developed the Lake States Forest Management Bat Habitat Conservation Plan to obtain a federal Incidental Take Permit under the Endangered Species Act (ESA) section 10 requesting authorization for the incidental take of bats during forest management activities.
- Permit expected to be issued March 2023.

Covered Species:

- Northern Long-eared Bat
 - Federally endangered as of 3/31/2023
- Tri-colored Bat
 - Federal listing expected in 2023
- Little Brown Bat
 - Under review for federal listing by USFWS

Covered Activities and Required Conservation Actions:

- Timber harvest and related forest practices:
 - Implement state tree retention guidelines.
 - 150 ft year-round buffer around known maternity roost trees.
 - 0.25 mile buffer around known hibernacula entrances.
 - No harvest except where objective is improving habitat for bats.
- Prescribed fire:
 - Ensure wind will carry smoke away from the entrance(s) of hibernacula.
 - Prohibit prescribed burns within 150 feet of known occupied maternity roost trees during pup season (June 1–July 31).
 - Reduce fire intensity within 0.25 miles of hibernacula entrances during spring and fall.
- Maintenance of existing permanent forestry roads and recreational trails on public lands:

- Refers to maintenance that requires tree cutting on permanent roads maintained by WI DNR or County Forests (not DOT roads).
- Remove trees from October 1 to March 1 within 150 feet of a known maternity roost.
- Remove trees from October 15 to March 31 or from May 15 to August 15 within 2.5 miles of a known hibernaculum.
 - Removal of hazard trees always allowed.
- Construction of new permanent forestry roads and recreational trails on public lands:
 - Refers to permanent roads maintained by WI DNR or County Forests for the purpose of supporting land management and public recreation (not DOT roads).
 - Temporary roads built to support a specific management project and then closed are covered as a forestry practice.
 - No removal of large-diameter trees (i.e., 9 inches dbh) during pup season (June 1 – July 31).
 - No new roads and trails within 150 feet of a known occupied maternity roost tree.
 - No new roads or trails within 0.25 miles of a known hibernaculum entrance year round.
 - Remove trees from October 15 to March 31 or from May 15 to August 15 within 2.5 miles of a known hibernaculum.
- Other conservation strategies:
 - Bat management zones on state lands:
 - Protected areas, no management June 1 to July 31
 - Already designated as protected wilderness areas, wild river areas, old growth areas, wild areas in WISFIRS
 - Maintain hibernacula entrances on DNR lands:
 - Gates, remove obstructions
 - Provide a way for other landowners to receive take authorization through the HCP.

Landowner Enrollment Program:

- Landowners who meet certain criteria can receive incidental take coverage by joining WDNR's permit.
- All County Forests are eligible.
- Acreage threshold for private landowners:
 - 10,000 acres for NLEB and TCB.
 - 500 acres for LBB (if LBB is listed as endangered).
 - Below these acreage thresholds risk of taking bats during management is extremely low/insignificant.
- Applicant owns lands (of any size) containing a known roost or known hibernaculum entrance.
- LEP application and agreement are in development.
- Goal to have eligible landowners enrolled by end of March 2023.
- WI DNR will hire a Bat HCP Coordinator to help guide folks through the process and handle annual reporting requirements.
- Annual Reporting Requirements:
 - Total acres of timber harvest - if possible, broken out by even-aged, uneven-aged, intermediate and salvage harvests
 - Acres of Rx Fire in forest or brushland
 - Possibly miles of newly constructed permanent roads or trails.

M/S DePasse/Osness to adopt Resolution 2023-02-11. Motion carried by a voice vote.

7) Resolution 2023-02-12

APPROVING CONVEYANCE OF REAL ESTATE

NOW, THEREFORE BE IT RESOLVED, by the Lincoln County Board of Supervisors duly assembled this 20TH day of February, 2023 that the following conveyance of real estate be made by the County Clerk on behalf of Lincoln County, be and same are hereby ratified, confirmed, and approved:

<u>Purchaser</u>	<u>Description</u>	<u>Amount</u>
City of Tomahawk	114 W Washington St Lot Nine (9) Block Eleven (11) of the Original Plat of the City of Tomahawk, City of Tomahawk, Lincoln County, Wisconsin.	\$16,510.37

P.I.N. 286-3506-343-0107

Dated: February 20, 2023

Authored by: Kenneth Wickham

Co-Sponsored by: William Bialecki

Committee: Forestry, Land and Parks

Committee Vote: All Ayes

Date Passed: February 13, 2023

Fiscal Impact: \$ 16,510.37

M/S Bialecki/Hartwig to adopt Resolution 2023-02-12. Motion carried by a voice vote.

8) Resolution 2023-02-13

APPROVE THE APPOINTMENT OF THE ADMINISTRATIVE COORDINATOR

WHEREAS, the Administrative & Legislative Committee recommends the appointment of Renee Krueger as the Lincoln County Administrative Coordinator.

NOW, THEREFORE BE IT RESOLVED, this 20th day of February, 2023, that the Lincoln County Board of Supervisors approves the appointment of Renee Krueger as Lincoln County Administrative Coordinator effective February 20, 2023.

BE IT FURTHER RESOLVED, that this appointee will be placed at Step 4 (\$114,780.00) of the 2023 pay scale, Grade S, on the salary plan.

Dated: February 20, 2023

Authored by: Don Friske, Supervisor, District 9

Co-Sponsored by: Supervisors Boyd (Dist. 10), DePasse (Dist. 12), Hartwig (Dist. 22),

Anderson-Malm (Dist. 2) & Cummings (Dist. 20).

Committee: A&L Committee

Committee Vote: 5-0

Date Passed: 2/16/2023

Fiscal Impact: \$114,780 wage, \$43,435 fringe

M/S Osness/Cummings to adopt Resolution 2023-02-13. Motion carried by voice vote.

B. 1) Ordinance 2023-02-733

AN ORDINANCE AMENDING THE GENERAL CODE OF THE COUNTY OF LINCOLN – CHAPTER 17, 17.2.03, ZONING ORDINANCE AS A RESULT OF A REZONING PETITION BY THOMAS AND PATRICIA CADWALLADER FOR PROPERTY IN THE TOWN OF SCHLEY.

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

Chapter 17.2.03, Lincoln County Code, is amended to rezone tax parcel pin# 02232082149999 from Agricultural (A) to Rural Lands (RL4). The parcel size is approximately 40 acres and is located at N3451 Mosser Rd in Section 21, T32N-R8E, in the Town of Schley.

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: 2/20/23

Authored by: Marty Lemke

Co-Sponsored by: William Bialecki

Committee: Land Services Committee

Committee Vote: 7-0

Date Passed: 1/12/23

Fiscal Impact: None

M/S McCrank/Wendorf to adopt Ordinance 2023-02-733. Motion carried by a voice vote.

2) Ordinance 2023-02-734

AN ORDINANCE AMENDING THE GENERAL CODE OF THE COUNTY OF LINCOLN – CHAPTER 17, 17.2.03, ZONING ORDINANCE AS A RESULT OF A REZONING PETITION BY BO BENNISH FOR PROPERTY IN THE TOWN OF MERRILL

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

Chapter 17.2.03, Lincoln County Code, is amended to rezone tax parcel pins# 01432062449987 and 01432062449994 from Crossroads Mixed Use (CMU) to General Business (GB). The combined parcel size is approximately 18 acres and is located at W4982 County Road C in Section 24, T32N-R6E, in the Town of Merrill.

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: 2/20/23

Authored by: Marty Lemke
 Co-Sponsored by: William Bialecki
 Committee: Land Services Committee
 Committee Vote: 7-0
 Fiscal Impact: None

Date Passed: 1/12/23

M/S Callahan/Simon to adopt Ordinance 2023-02-734. Motion carried by a voice vote.

3) Ordinance 2023-02-735

AN ORDINANCE AMENDING THE GENERAL CODE OF THE COUNTY OF LINCOLN – CHAPTER 17, 17.2.03, ZONING ORDINANCE AS A RESULT OF A REZONING PETITION BY STANLEY JANOWIAK FOR PROPERTY IN THE TOWN OF MERRILL

WHEREAS, The County Board of Supervisors of Lincoln County, Wisconsin, does hereby ordain: Chapter 17.2.03, Lincoln County Code, is amended to rezone a portion of tax parcel pin# 01431060139957 (area less than 10,000 sq ft), from Wetlands to Uplands. The property is located in Section 01, T31N-R6E, in the Town of Merrill.

This ordinance shall take effect following its passage and posting.

Dated: 2/20/23

Authored by: Marty Lemke
 Co-Sponsored by: William Bialecki
 Committee: Land Services Committee
 Committee Vote: 7-0
 Fiscal Impact: None

Date Passed: 1/12/23

M/S Callahan/Rusch to adopt Ordinance 2023-02-735. Motion carried by a voice vote.

- 11. Report of Claims - None.
- 12. M/S Osness/Ashbeck to approve the mileage and per diem for this meeting. Motion carried by a voice vote.
- 13. Next County Board Meeting: Tuesday, March 21, 2023 at 6:00 p.m. at the Lincoln County Service Center, 801 N Sales Street, Room 257, Merrill, WI 54452.
- 14. The meeting adjourned at 6:56 p.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, February 20, 2023

Christopher J Marlowe, County Clerk

02/27/2023 12:46
Samantha.Fenske

LINCOLN COUNTY
YEAR TO DATE BUDGET REPORT

P 1
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FOR 2023 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<hr/> 0010 GENERAL FUND <hr/>							
00 NON-DEPARTMENTAL	1,331,514	1,331,514	581,437.88	-9,518.31	.00	750,076.12	43.7%
10 COUNTY BOARD	2,424,559	2,424,559	374,246.54	273,545.53	.00	2,050,312.46	15.4%
20 ADMINISTRATIVE PERSONNEL	234,585	234,585	15,561.13	8,593.69	.00	219,023.87	6.6%
21 CORPORATION COUNSEL	203,595	203,595	19,625.34	10,873.96	.00	183,969.66	9.6%
22 FINANCE DEPARTMENT	535,111	535,111	86,631.70	33,814.61	.00	448,479.30	16.2%
23 COUNTY CLERK	208,795	208,795	23,301.99	13,023.41	.00	185,493.01	11.2%
24 TREASURERS DEPARTMENT	178,580	178,580	23,585.69	12,984.82	.00	154,994.31	13.2%
25 INFORMATION TECHNOLOGY	874,001	874,001	81,753.80	41,564.47	.00	792,247.20	9.4%
26 MAINTENANCE DEPARTMENT	1,800,683	1,800,683	193,146.78	75,851.21	.00	1,607,536.22	10.7%
27 VETERANS DEPARTMENT	172,946	172,946	21,284.34	11,782.72	.00	151,661.66	12.3%
30 CLERK OF COURTS	563,697	563,697	66,734.01	30,143.98	.00	496,962.99	11.8%
31 CIRCUIT COURT (PROBATE)	354,806	354,806	47,615.09	23,679.87	.00	307,190.91	13.4%
32 FAMILY COURT COMMISSIONER	47,050	47,050	3,193.31	.00	.00	43,856.69	6.8%
33 DISTRICT ATTORNEYS OFFICE	334,702	334,702	47,003.16	25,389.06	.00	287,698.84	14.0%
41 LAND SERVICES DEPARTMENT	1,221,575	1,221,575	154,511.05	69,517.55	.00	1,067,063.95	12.6%
43 REGISTER OF DEEDS	257,301	257,301	31,207.12	16,504.16	.00	226,093.88	12.1%
44 UW EXTENSION	45,000	45,000	662.32	.00	.00	44,337.68	1.5%
50 SHERIFFS DEPARTMENT	8,217,413	8,217,413	1,003,984.48	498,729.99	.00	7,213,428.52	12.2%
51 CORONERS DEPARTMENT	135,390	135,390	4,846.27	2,474.28	.00	130,543.73	3.6%
52 EMERGENCY MANAGEMENT	67,807	67,807	3,839.35	45.95	.00	63,967.65	5.7%
60 CHILD SUPPORT	300,391	300,391	39,787.33	21,472.16	.00	260,603.67	13.2%
TOTAL GENERAL FUND	19,509,501	19,509,501	2,823,958.68	1,160,473.11	.00	16,685,542.32	14.5%
<hr/> 0020 COUNTY ROADS FUND <hr/>							
00 NON-DEPARTMENTAL	4,233,331	4,233,331	260,663.93	.00	.00	3,972,667.07	6.2%
TOTAL COUNTY ROADS FUND	4,233,331	4,233,331	260,663.93	.00	.00	3,972,667.07	6.2%
<hr/> 0021 JAIL ASSESSMENT FUND <hr/>							
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%
<hr/> 0022 EMERGENCY MEDICAL FUND <hr/>							

02/27/2023 12:46
Samantha.Fenske

LINCOLN COUNTY
YEAR TO DATE BUDGET REPORT

P 2
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FOR 2023 02

0022	EMERGENCY MEDICAL FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
00	NON-DEPARTMENTAL	2,241,919	2,241,919	94,589.25	7,581.42	.00	2,147,329.75	4.2%
	TOTAL EMERGENCY MEDICAL FUND	2,241,919	2,241,919	94,589.25	7,581.42	.00	2,147,329.75	4.2%
0023 HEALTH DEPARTMENT FUND								
00	NON-DEPARTMENTAL	1,203,177	1,203,177	134,427.42	76,211.51	.00	1,068,749.58	11.2%
	TOTAL HEALTH DEPARTMENT FUND	1,203,177	1,203,177	134,427.42	76,211.51	.00	1,068,749.58	11.2%
0024 SOCIAL SERVICES FUND								
00	NON-DEPARTMENTAL	3,513,236	3,513,236	455,944.17	253,330.05	.00	3,057,291.83	13.0%
	TOTAL SOCIAL SERVICES FUND	3,513,236	3,513,236	455,944.17	253,330.05	.00	3,057,291.83	13.0%
0029 AMERICAN RESCUE PLAN FUND								
00	NON-DEPARTMENTAL	0	0	45,000.00	.00	.00	-45,000.00	100.0%
	TOTAL AMERICAN RESCUE PLAN FUND	0	0	45,000.00	.00	.00	-45,000.00	100.0%
0030 DEBT SERVICE FUND								
00	NON-DEPARTMENTAL	1,637,860	1,637,860	.00	.00	.00	1,637,860.00	.0%
	TOTAL DEBT SERVICE FUND	1,637,860	1,637,860	.00	.00	.00	1,637,860.00	.0%
0050 DOG LICENSE FUND								
00	NON-DEPARTMENTAL	29,500	29,500	.04	.00	.00	29,499.96	.0%
	TOTAL DOG LICENSE FUND	29,500	29,500	.04	.00	.00	29,499.96	.0%
0051 SEC 125 BENEFIT FUND								

FOR 2023 02

0051	SEC 125 BENEFIT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
00	NON-DEPARTMENTAL	0	0	80.85	.00	.00	-80.85	100.0%
	TOTAL SEC 125 BENEFIT FUND	0	0	80.85	.00	.00	-80.85	100.0%
<hr/>								
0060	SOLID WASTE FUND							
00	NON-DEPARTMENTAL	2,086,955	2,086,955	61,658.11	36,583.82	.00	2,025,296.89	3.0%
	TOTAL SOLID WASTE FUND	2,086,955	2,086,955	61,658.11	36,583.82	.00	2,025,296.89	3.0%
<hr/>								
0062	FORESTRY							
00	NON-DEPARTMENTAL	1,510,601	1,510,601	163,916.56	57,429.51	.00	1,346,684.44	10.9%
	TOTAL FORESTRY	1,510,601	1,510,601	163,916.56	57,429.51	.00	1,346,684.44	10.9%
<hr/>								
0070	HIGHWAY FUND							
00	NON-DEPARTMENTAL	9,709,275	9,709,275	918,003.13	257,689.58	.00	8,791,271.87	9.5%
	TOTAL HIGHWAY FUND	9,709,275	9,709,275	918,003.13	257,689.58	.00	8,791,271.87	9.5%
<hr/>								
0071	SELF FUNDED HEALTH INSURANCE							
00	NON-DEPARTMENTAL	0	0	172,549.73	3,478.42	.00	-172,549.73	100.0%
	TOTAL SELF FUNDED HEALTH INSURANC	0	0	172,549.73	3,478.42	.00	-172,549.73	100.0%
<hr/>								
	GRAND TOTAL	45,710,355	45,710,355	5,130,791.87	1,852,777.42	.00	40,579,563.13	11.2%

** END OF REPORT - Generated by Samantha Fenske **

Motion By:
Second By:

Resolution 2023-03-14

Resolution Authorizing Lincoln County to Enter Into the Settlement Agreements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, Inc., Agree to the Terms of the Addendum to the MOU Allocating Settlement Proceeds, and Authorize Entry Into the MOU with the Attorney General

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

WHEREAS, the County Board of Supervisors previously 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 Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, 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 various settlement agreements relating to the Settling Defendants (collectively “Settlement Agreements”) representing the terms of the tentative settlement agreements with the Settling Defendants have been provided 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;

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

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 Section 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, the proposed Addendum to the MOU (“Addendum”) provided with this Resolution provides for allocation of settlement proceeds among the Wisconsin Participating Subdivisions according to the same percentages as that provided in the previously-approved MOU allocating the settlement proceeds of the settlements involving McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.;

WHEREAS, there is provided with this Resolution a summary 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 Addendum, the form of the AG MOU, and an overview of the process for finalizing the Settlement Agreements;

WHEREAS, the County, by this Resolution, shall deposit the proceeds of the Settlement Agreements consistent with the terms of this Resolution and Wis. Stat. § 165.12(4)(b);

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 authorize and 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 local "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 Addendum;

WHEREAS, the intent of this Resolution is to authorize the County to enter into the Settlement Agreements, the Addendum, and the AG MOU, establish the County's Opioid Abatement Account, and establish the Attorney Fees Account; and

WHEREAS, the County, by this Resolution, shall authorize the County's corporation counsel to finalize and execute any 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 Settlement Agreements and any and all documents ancillary thereto and authorizes the Board Chair or designee to execute same.
2. The final negotiation and execution of the Addendum in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the Board Chair or designee to execute same upon finalization provided the percentage share identified as allocated to the County is substantially similar to that identified in the Addendum provided to the Board with this Resolution.
3. 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 or designee to execute same.
4. The execution by the Board Chair or designee of any additional documents or agreements for the receipt and disbursement of the proceeds of the Settlement Agreements as referenced in the Addendum.

BE IT FURTHER RESOLVED: all proceeds from the Settlement Agreements not otherwise directed to the Attorney Fees Account shall be deposited in the County’s 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 establishment of 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.” An escrow agent shall deposit a sum equal to up to, but in no event exceeding, an amount equal to 20% 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 20% of the proceeds from the Settlement Agreements attributable to Local Governments (as that term is defined in the Allocation MOU) into the Attorney Fees Account for each payment. Funds in the Attorney Fees Account shall be utilized to pay the fees, costs, and disbursements owed to 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 that to which they are entitled under their fee contract 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: March 21, 2023

Authored by: Angela Cummings, Supervisor, District 20

Co-Sponsored by: Don Friske, Supervisor, District 9, Board Chair

Committee: A&L Committee

Committee Vote: 5-0

Date Passed: 03.01.23

Fiscal Impact: contingent upon settlement

Drafted by: Karry A. Johnson, Corporation Counsel

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubins.com

Lincoln County, WI
Reference Number: CL-393569

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("*Settling Defendants*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("*subdivision*").

You are receiving this *Participation Package* because Wisconsin is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Laura McFarlane at the Wisconsin Attorney General's Office at (608) 266-8911 or mcfarlanele@doj.state.wi.us.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

Yes No

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 Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan 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 Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan 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.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. 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 Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether 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 in bringing, 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 Allergan Settlement are intended 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 Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan 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 Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Exhibit K
Subdivision and Special District 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 Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva 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 Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva 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.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. 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 Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), 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 Teva Settlement are intended by Released Entities and the Governmental Entity 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 Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva 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 Teva Settlement.

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



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

Yes No

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 December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS 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 CVS 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 CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), 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 CVS 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 CVS 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 CVS Settlement.
10. In connection with the releases provided for in the CVS 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 CVS Settlement.



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

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

Yes No

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 December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens 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 Walgreens 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 Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), 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 Walgreens 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 Walgreens 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 Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens 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 Walgreens Settlement.



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

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Yes No

Governmental Entity: Lincoln County	State: WI
Authorized Official:	
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 November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart 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 Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart 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 Walmart 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 Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), 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 Walmart 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 Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart 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 Walmart Settlement.

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



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



**ADDENDUM TO WISCONSIN LOCAL GOVERNMENT
MEMORANDUM OF UNDERSTANDING**

WHEREAS, the Local Governments entered into the MOU for purposes of memorializing their agreement surrounding, among other things, allocation of the proceeds of the settlements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho- McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.;

WHEREAS, the settlement discussions with Walgreens, Walmart, CVS, Teva, and Allergan resulted in tentative agreements as to settlement terms (“Settlement Agreements”) pending agreement from the State of Wisconsin, the Local Governments and other parties involved in the Litigation; and

WHEREAS, the Local Governments intend this Addendum to the MOU to effectuate the terms of the Settlement Agreements and allocate the proceeds of the Settlement Agreements to each of the Local Governments in the same manner and same percentages as set forth in the MOU and Exhibit A thereto.

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

1. The Local Governments ratify, confirm and agree in all respects to the MOU. By this Addendum, the Local Governments agree that any and all proceeds of the Settlement Agreements defined herein shall be distributed, allocated and otherwise disposed of in the same manner as set forth in the MOU and Exhibit A thereto.
2. 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.
3. 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 Addendum as of the date set forth below.

ON BEHALF OF THE LOCAL GOVERNMENTS:

Adams County
Printed: _____

Date: _____

Ashland County
Printed: _____

Date: _____

Barron County
Printed: _____

Date: _____

Bayfield County
Printed: _____

Date: _____

Brown County
Printed: _____

Date: _____

Buffalo County
Printed: _____

Date: _____

Burnett County
Printed: _____

Date: _____

La Crosse County
Printed: _____

Date: _____

Lafayette County
Printed: _____

Date: _____

Langlade County
Printed: _____

Date: _____

Lincoln County
Printed: _____

Date: _____

Manitowoc County
Printed: _____

Date: _____

Marathon County
Printed: _____

Date: _____

Marinette County
Printed: _____

Date: _____

Marinette, City of
Printed: _____

Date: _____

Marquette County
Printed: _____

Date: _____

**WISCONSIN STATE-LOCAL GOVERNMENT MEMORANDUM OF
UNDERSTANDING FOR THE ALLOCATION OF
OPIOID SETTLEMENT PROCEEDS**

WHEREAS, the State of Wisconsin (“State”), its communities, and their people 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, specifically related to the covered conduct by Defendants *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 investigations, 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 Walgreens, Walmart, CVS, Teva, and Allergan (“Settling Defendants”) resulted in tentative agreements as to settlement terms (“Settlement Agreements”) pending agreement from the State of Wisconsin, the Local Governments and other parties involved in the Litigation;

WHEREAS, while the Local Governments and the State recognize that the sums which may be available from the aforementioned Settlement Agreements 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;

WHEREAS, the State of Wisconsin enacted Wis. Stat. § 165.12 which provides for an allocation of opioid settlement proceeds;

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

WHEREAS, this MOU does not supersede or alter any previously agreed upon MOU between the State and Local Governments related to the Litigation.

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

1. As used in this MOU, the term “Opioid Settlement Proceeds” shall mean all funds allocated by a Settlement Agreement (“Settlement Payments”) to the State or Local

Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. "Opioid Settlement Proceeds" do ***not*** include the "Additional Restitution Amount" (also known as additional remediation, or any other fund, proceed, or amount paid to States who did not utilize outside counsel), reimbursement of the United States Government, or separate funds identified in Settlement Agreements as direct or indirect compensation for a Party's litigation fees, expenses, and/or costs.

2. The Settlement Administrator shall directly distribute the Opioid Settlement Proceeds to the State and to Local Governments in such proportions and for such uses as set forth in this MOU.
3. Opioid Settlement Proceeds shall be allocated as follows: (i) 30% to the State of Wisconsin ("State Share"); and (ii) 70% to Local Governments ("LG Share"). Opioid Settlement Proceeds shall not be considered funds of the State or any Local Government unless and until such time as each annual distribution is made.
4. 100% of the "Additional Restitution Amount" shall be paid to the State and deposited with the Department of Health Services.
5. Except for Opioid Settlement Funds expended in payment of attorney fees as provided in Wis. Stat. § 165.12(6), all Opioid Settlement Proceeds, regardless of allocation, and the entire "Additional Restitution Amount," shall, consistent with Wis. Stat. § 165.12(3) and (4), and except as provided in Wis. Stat. § 165.12(5), be utilized only for purposes identified as approved uses for abatement in a Settlement Agreement.
6. If any portion of the LG Share is used for the payment of owed attorney fees as authorized under Wis. Stat. § 165.12(6), the Local Governments shall report to the Attorney General and the Joint Committee on Finance the amount of the payment(s) and provide the contract(s) under which the attorney fees are purportedly owed.

Notwithstanding any limitations or characterization of funds herein to the contrary, any payments for attorneys' fees and expenses may only be paid for out of the owing Local Governments' share.

7. The parties agree to comply with the terms of the Settlement Agreements, including but not limited to (a) a requirement that a certain percentage of the Settlement Payment be spent on remediation, and (b) that at least 70% of a Settlement Payment be used solely for future Opioid Remediation as defined by the Settlement Agreements.
8. The LG Share shall be paid to each Local Government by the Settlement Administrator 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.

9. 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 Settlement Proceeds. Notwithstanding the foregoing, only Local Governments who are Participating Subdivisions under a Settlement Agreement, and who agree to the terms of this MOU may directly receive Opioid Settlement Proceeds.
10. Notwithstanding any limitations or characterization of funds herein to the contrary, any payments for Local Government 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.
11. The parties understand that the United States may claim a portion of the Opioid Settlement Proceeds for Medicaid reimbursement. The parties agree that, to the extent a claim for Medicaid reimbursement is made, the parties shall bear the liability for the reimbursement on a pro rata basis based upon the particular claims made by the United States related to the Medicaid reimbursement. The parties agree to meet, confer, and cooperate in good faith concerning the allocation of any such liability.
12. The Attorney General may extend this MOU to apply to future settlements with other entities who engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, specifically related to the covered conduct by Defendants in the Litigation. To exercise this option, the Attorney General shall send written notice to counsel for the Local Governments. The Local Governments shall have 30 days from the date of the notice to express in writing any objection(s) to the extension of the MOU to the settlement(s). If any Local Government objects to the extension of the MOU to the settlement(s), it shall not be extended.

Notice to the Local Governments shall be sent via regular U.S. Mail or email to:

Andrew Phillips
Attolles Law, s.c.
222 E. Erie Street
Suite 210
Milwaukee, WI 53202
aphillips@attolles.com

Erin Dickinson
Crueger Dickinson LLC
4532 N. Oakland Ave.
Milwaukee, WI 53211
ekd@cruegerdickinson.com

Burton LeBlanc
2600 CitiPlace Drive
Suite 400
Baton Rouge, LA 70809
bleblanc@baronbudd.com

Shayna Sacks
360 Lexington Avenue
Eleventh Floor
New York, NY 10017
ssacks@napolilaw.com

Christopher Smith
von Briesen & Roper, s.c.
411 E. Wisconsin Ave.
Suite 1000
Milwaukee, WI 53202
christopher.smith@vonbriesen.com

Steven Nelson
von Briesen & Roper, s.c.
411 E. Wisconsin Ave.
Suite 1000
Milwaukee, WI 53202
steven.nelson@vonbriesen.com

Any objection(s) by a Local Government shall be sent via regular U.S. Mail or email to:

Laura E. McFarlane
Assistant Attorney General
Wisconsin Department of Justice
17 W. Main Street
Post Office Box 7857
Madison, Wisconsin 53707-7857
mcfarlanele@doj.state.wi.us

and

R. Duane Harlow
Assistant Attorney General
Wisconsin Department of Justice
17 West Main Street
Post Office Box 7857
Madison, Wisconsin 53707-7857
harlowrd@doj.state.wi.us

13. 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
Printed: _____

Date: _____

Ashland County
Printed: _____

Date: _____

Barron County
Printed: _____

Date: _____

Bayfield County
Printed: _____

Date: _____

Brown County
Printed: _____

Date: _____

Lincoln County
Printed: _____

Date: _____

Manitowoc County
Printed: _____

Date: _____

Marathon County
Printed: _____

Date: _____

Marinette County
Printed: _____

Date: _____

Marinette, City of
Printed: _____

Date: _____

Marquette County
Printed: _____

Date: _____

Menominee County
Printed: _____

Date: _____

Milwaukee County
Printed: _____

Date: _____

EXHIBIT A

Litigating Local Governments

Adams County	Juneau County	Pepin County
Ashland County	Kenosha County	Pierce County
Barron County	City of Kenosha	Portage County
Bayfield County	Village of Pleasant Prairie	Price County
Brown County	Kewaunee County	Racine County
Buffalo County	La Crosse County	Village of Mount Pleasant
Burnett County	Lafayette County	Village of Sturtevant
Calumet County	Langlade County	Village of Union Grove
Chippewa County	Lincoln County	Town of Yorkville
Clark County	Manitowoc County	Richland County
Columbia County	Marathon County	Rock County
Crawford County	Marinette County	Rusk County
Dane County	City of Marinette	Sauk County
Dodge County	Marquette County	Sawyer County
Door County	Menominee County	Shawano County
Douglas County	Milwaukee County	Sheboygan County
City of Superior	City of Cudahy	St Croix County
Dunn County	City of Franklin	Taylor County
Eau Claire County	City of Greenfield	Trempealeau County
Florence County	City of Milwaukee	Vernon County
Fond Du Lac County	City of Oak Creek	Vilas County
Forest County	City of South Milwaukee	Walworth County
Grant County	City of Wauwatosa	Washburn County
Green County	City of West Allis	Washington County
Green Lake County	Monroe County	Waukesha County
Iowa County	Oconto County	Waupaca County
Iron County	Oneida County	Wausara County
Jackson County	Outagamie County	Winnebago County
Jefferson County	Ozaukee County	Wood County

Resolution 2023-03-15

Resolution to Provide Funding to the Merrill and Tomahawk Chambers of Commerce, and membership in the North Central Wisconsin Tourism Council formerly known as (ITBEC)

Motion By:
Second By:

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

WHEREAS, the Wisconsin County Associations county-by-county sales tax projections show Lincoln County as one of four counties with zero growth or a reduction in sales tax revenue for 2023; and

WHEREAS, if Lincoln County is to continue to provide services at a level meeting the expectations of the citizens of the County, one area the Lincoln County Board of Supervisors must focus on is revenue growth without raising taxes; and

WHEREAS, Tourism is a critical factor in growing the sales tax for Lincoln County; and

WHEREAS, The Merrill and Tomahawk Chamber of Commerce functions are to promote tourism and assist in growth to Lincoln County business; and

WHEREAS, Lincoln County has been a member of both the Merrill and Tomahawk Chamber of Commerce for at least the last twenty years; and

WHEREAS, both the Merrill and Tomahawk Chambers of Commerce are members of the North Central Wisconsin Tourism Council, formerly named (ITBEC), which is a twelve county association promoting tourism for our county.

NOW, THEREFORE IT BE RESOLVED, that the Lincoln County Board of Supervisors orders the Director of Finance to provide funding in the amount of \$1,500.00 for membership in the Merrill Chamber of Commerce, \$300.00 for membership in the Tomahawk Chamber of Commerce, and \$1,001.00 for membership in the North Central WI Tourism Council (ITBEC) for the year 2023, and the same amount for the year 2024 using funds from the American Rescue Plan Act (ARPA).

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

Dated: March 21, 2023

Authored by: Greg Hartwig, Supervisor, District 22
Co-Sponsored by: Jesse Boyd, Supervisor, District 10
Committee: A&L Committee

Committee Vote: 5-0 Date Passed: 3/1/23
Fiscal Impact: \$2,801.00 in 2023 and \$2,801.00 in 2024 (total \$5,602.00).

Drafted by: Greg Hartwig, Supervisor, District 22

Motion by:
 Second by:

Resolution 2023-03-16

Highway Department CDL Wage Reorganization

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

WHEREAS, Lincoln County Highway Department pursuant to Wisconsin State Statutes Chapter 83 County Highways (entirety), Stat. 59.52(29) and (30) Public Works, Stat. 84.07 State Highway Maintenance, Stat. 86.31(2)(b) and (6)(h) WisDOT LRIP is responsible for maintenance and construction of town roads, county roads and state highways and

WHEREAS, under Wisconsin Statute 83.01(1)(4) Lincoln County needs to supply office and personnel to perform Commissioner’s and Highway Departments duties of maintenance, construction and safety needs of Lincoln County’s traveling public.

WHEREAS, Lincoln County Highway Committee has directed Highway Department to formulate a wage structure to encourage new applicants to apply for open positions and retain our experienced employees.

NOW, THEREFORE, BE IT RESOLVED, at recommendation of the Lincoln County Highway Committee and Highway Department it is requested that the Lincoln County Board of Supervisors adopt the following reorganization of Highway Department:

- 1.) Increase wages per hour for all Highway Department CDL employees.
- 2.) Fiscal cost will be covered by billings to other entities and excess revenues from WisDOT PbMs. All fiscal impacts will be covered internally.

Dated: March 21, 2023

STATE OF WISCONSIN)
) SS:
 COUNTY OF LINCOLN)

Authored by: Gene Simon, Supervisor District 21
 Co-Sponsored by: Randy Detert Dist.11, Ken Wickham Dist. 18, Jesse Boyd Dist. 10
 Committee: Highway
 Date Passed: March 2, 2023
 Fiscal Impact: NONE
 Drafted by: John Hanz, Heather Marheine

Committee Vote: 4-0

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 2023-03-17

Motion By:
Second By:

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

Authorizing Contingency Fund Request for \$29,627 Administrative Personnel Department in 2022

WHEREAS, on November 9, 2021 the Lincoln County Board of Supervisors passed Resolution 2021-11-47 approving the 2022 budget and providing an appropriation amount of \$211,792 and tax levy of \$211,792 in the Administrative Personnel Department; and

WHEREAS in 2022 Administrative Personnel expenditures exceeded \$29,627 of the budgeted amount of \$211,792 due to increased wage, fringe, and legal service expenditures; and

WHEREAS, \$29,627 is in excess of ten percent of the 2022 budget appropriation;

NOW, THEREFORE BE IT RESOLVED, that the Lincoln County Board of Supervisors does approve and authorize contingency funds in the amount of \$29,627 to be transferred to the Administrative Personnel Department.

Dated this 21st day of March 2023

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:

Sponsored by: Don Friske, Supervisor, District 9 Board Chair
 Co-Sponsored: Julie DePasse, Supervisor, District 12

Committee Action: Finance & Insurance Committee Date: 03.03.23 Vote: 5-0
 Administrative & Legislative Committee Date: 03.01.23 Vote: 4-0

Fiscal Impact: \$29,627 from contingency funds

Drafted by: Samantha Fenske
 Lincoln County Finance Director

 Christopher J. Marlowe
 Lincoln County Clerk

Motion By:
Second By:

Resolution 2023-03-18

Adopting the Reorganization of the Health Department

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

WHEREAS, the Department of Health Services, in accordance to §250.03(1) Wis. Stats., shall maintain a public health system in cooperation with local health departments; community organization; and medical clinics that are operated by the governing bodies, or agencies of the governing bodies, of federally recognized American Indian tribes or bands located in this state. The Department of Health Services shall further support local public health service capacity building through grants, consultation and technical assistance; and

WHEREAS, the Lincoln County Health Department routinely receives temporary funding through grants and allocations that are to meet changing public health needs in the community; and

WHEREAS, the Lincoln County Health Department continuously recruits limited term employees, resulting in on-going turnover and training, to access these grant funds and meet the health needs of the county; and

WHEREAS, limited term employees are restricted to the number of hours they can work during a calendar year and have restricted to eligibility for benefits; and

WHEREAS, the funding structure could allow for the retention of individual employees that can transition responsibilities to be responsive to the changing landscape of funds available; and

WHEREAS, the Lincoln County Health Department currently has three funding sources to use for the recovery of health department operations and recovery of the community, continuing access and awareness of vaccines, workforce development and support, and recovery and surveillance totaling \$611,458, which can be used to cover salary and fringe; and

WHEREAS, the current organizational chart does not reflect the accurate job descriptions and is not responsive to the changing allocations of job responsibilities based on community health needs; and

WHEREAS, the Lincoln County Board of Health approved the transition of grant positions from LTE to full time grant positions until grant funding and/or allocations are exhausted; and

WHEREAS, Lincoln County Personnel Policy further sets forth the process to be followed by the County before a new position can be added; and

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

NOW, THEREFORE BE IT RESOLVED, at the recommendation of the Lincoln County Board of Health, it is requested that the County Board of Supervisors adopt the following reorganization of the Health Department to address recruitment and retention, maximize reimbursable costs by the State, and have appropriate and adequately trained staff assigned to appropriate job descriptions, as follows:

1. Transition two current LTE positions (current employees) to grant funded full-time positions: Community Health Planner on Grade H, step 2 and Public Health Technician on Grade F, step 2.
2. Add an additional grant funded position (currently vacant), part-time Community Health Planner on Grade H.

Dated: March 21, 2023

Authored by: Supervisor Angela Cummings, District 20

Co-Sponsored by: Supervisor Laurie Thiel, District 8

Board Of Health Committee Vote: 5-0

Date Passed: February 15, 2023

Administrative & Legislative Committee Vote: 4-0

Date Passed: March 1, 2023

Fiscal Impact: Total Grant/Allocations through 12.31.24: \$611,458

Total Wage and Fringe for 3 positions through 12.31.24: \$386,175.92

Drafted by: Renee Krueger, Shelley Hersil, and Karry Johnson

Motion By:
Second By:

An Ordinance Amending the General Code of the County of Lincoln Chapter 12 (creating §12.06 – Utility Accommodation Policy)

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

Section 12.06 is created to read as follows:

12.06 UTILITY ACCOMMODATION POLICY.

- (1) Purpose. Lincoln County does not currently have a policy regulating utility companies installing facilities in county highway right-of-way, and the State of Wisconsin recently adopted a Utility Accommodation Policy that sets forth requirements for utility companies to follow in State right-of-way. There is a desire for consistency in policies between the State and the counties, and adoption of the attached policy would create that consistency.
- (2) Lincoln County hereby adopts in full, as attached hereto and as if fully set forth herein, the Wisconsin County Highway Association Utility Accommodation Policy as amended and dated January 1, 2022 together with the Appendices. The policy, appendices and any amendments thereto shall be promptly made available to utility companies, their contractors and the public.

This ordinance shall take effect following its passage and posting.

Dist.	Supervisor	Y	N	Abs
1	Bialecki			
2	Anderson-Malm			
3	McCrank			
4	Osness			
5	Wendorf			
6	Ashbeck			
7	Rusch			
8	Thiel			
9	Friske			
10	Boyd			
11	Detert			
12	DePasse			
13	Callahan			
14	Hafeman			
15	Lemke			
16	Loka			
17	Meunier			
18	Wickham			
19	Allen			
20	Cummings			
21	Simon			
22	Hartwig			
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 the Lincoln County Board of Supervisors on:

Dated: March 21, 2023

Christopher J. Marlowe
Lincoln County Clerk

Authored by: Gene Simon, Supervisor, District 21
Co-Sponsored by: Supervisors Detert (Dist. 11), Boyd (Dist. 10), Wickham (Dist. 18)
Committee: A&L Committee and Highway Committee
Committee Vote: A&L: 5-0; Hwy: 4-0 Date Passed: A&L: 3/1/23; Hwy: 3/2/23
Fiscal Impact: None

Drafted by: Karry A. Johnson, Corporation Counsel

Motion By:
Second By:

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

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 JEFFREY DAURER FOR PROPERTY IN THE TOWN OF WILSON.

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 property located in Section 8, T35N-R5E, in the Town of Wilson, tax pin# 03235050819965, from Rural/Environmental (Rural Lands) to Residential (Rural Single Family Residential).

AND

Chapter 17.2.03, Lincoln County Code, is amended such that property located in Section 8, T35N-R5E, in the Town of Wilson, tax pin# 03235050819965, will be rezoned from Rural Lands-4 (RR4) to Rural Residential-3 (RR3) zoning district.

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

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:

This ordinance shall take effect following its passage and posting.

Dated: 3/20/23

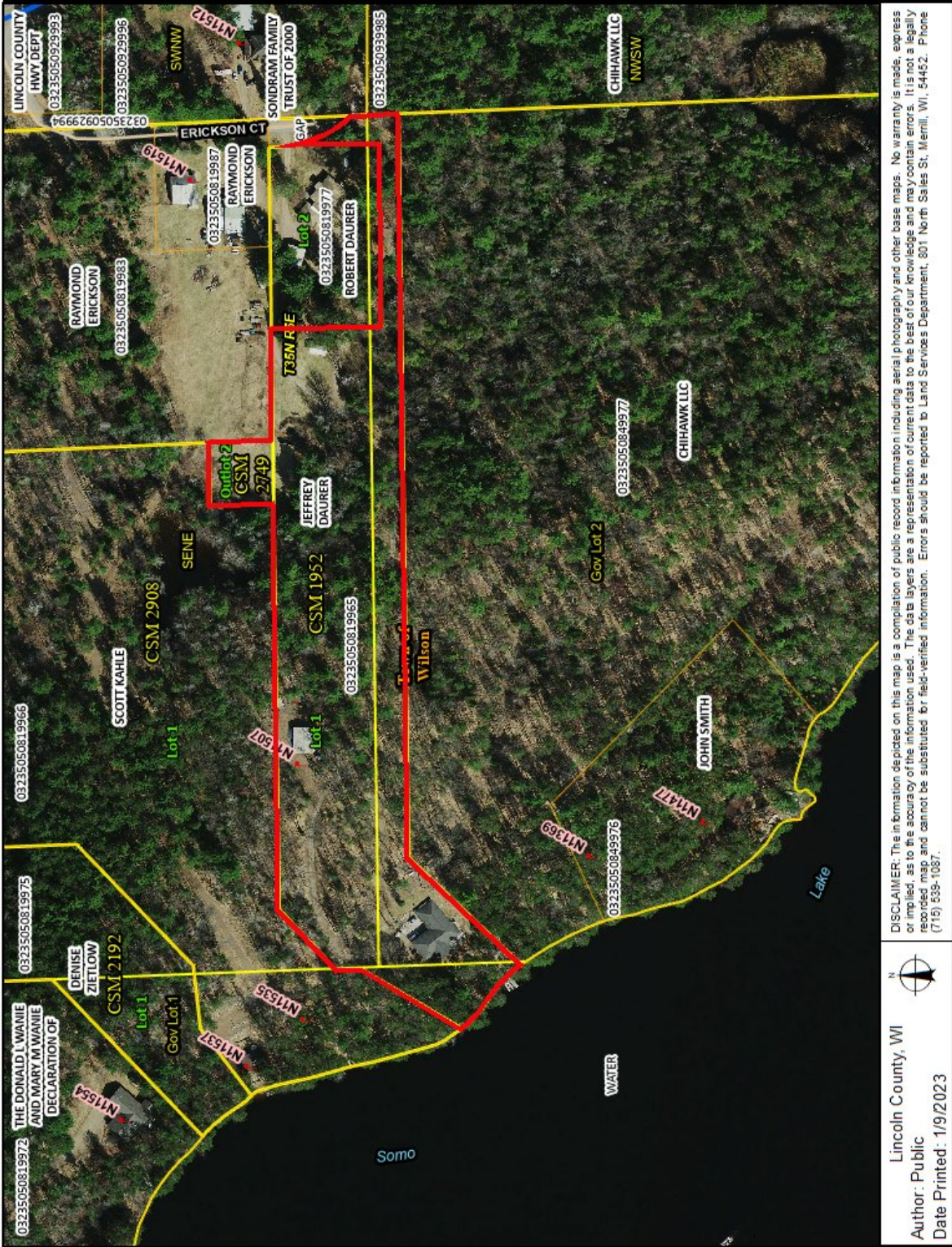
Christopher J. Marlowe
Lincoln County Clerk

Authored by: Marty Lemke
Co-Sponsored by: William Bialecki
Committee: Land Services Committee
Committee Vote: 7-0
Fiscal Impact: None

Date Passed: 3/9/23

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

Property Overview

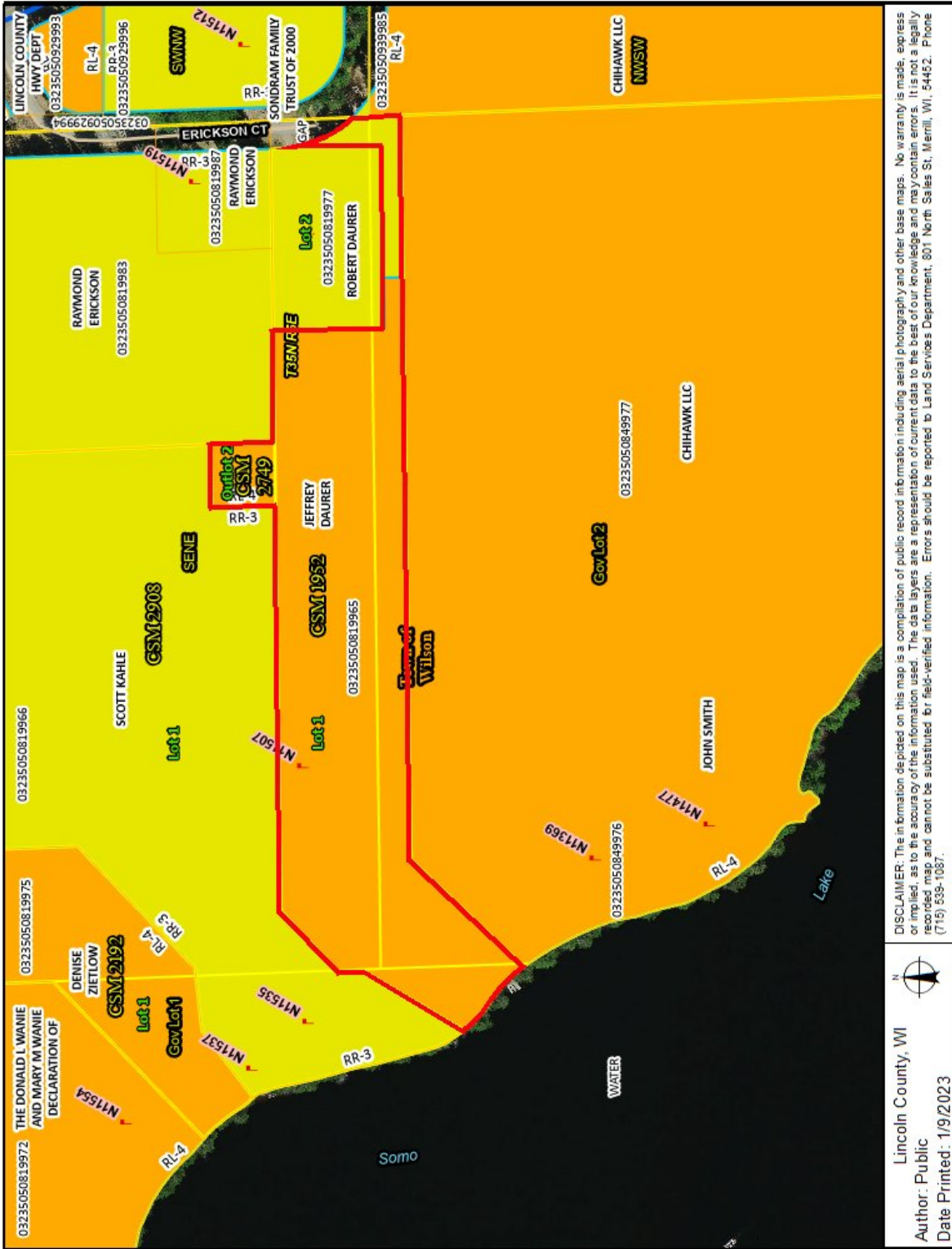


DISCLAIMER: The information depicted on this map is a compilation of public record information including aerial photography and other base maps. No warranty is made, express or implied, as to the accuracy of the information used. The data layers are a representation of current data to the best of our knowledge and may contain errors. It is not a legally recorded map and cannot be substituted for field-verified information. Errors should be reported to Land Services Department, 801 North Sales St., Merrill, WI, 54452. Phone (715) 335-1087.



Lincoln County, WI
Author: Public
Date Printed: 1/9/2023

Zoning District Map



DISCLAIMER: The information depicted on this map is a compilation of public record information including aerial photography and other base maps. No warranty is made, express or implied, as to the accuracy of the information used. The data layers are a representation of current data to the best of our knowledge and may contain errors. It is not a legally recorded map and cannot be substituted for field-verified information. Errors should be reported to Land Services Department, 801 North Sales St., Merrill, WI, 54452. Phone (715) 539-1087.

Lincoln County, WI
Author: Public
Date Printed: 1/9/2023

Planned Land Use Map



Lincoln County, WI
Author: Public
Date Printed: 1/9/2023

DISCLAIMER: The information depicted on this map is a compilation of public record information including aerial photography and other base maps. No warranty is made, express or implied, as to the accuracy of the information used. The data layers are a representation of current data to the best of our knowledge and may contain errors. It is not a legally recorded map and cannot be substituted for field-verified information. Errors should be reported to Land Services Department, 801 North Sales St, Merrill, WI, 54452. Phone (715) 535-1087.

Motion By:
Second By:

Dist.	Supervisor	Y	N	Abs
1	Bialecki			
2	Anderson-Malm			
3	McCrank			
4	Osness			
5	Wendorf			
6	Ashbeck			
7	Rusch			
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10	Boyd			
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15	Lemke			
16	Loka			
17	Meunier			
18	Wickham			
19	Allen			
20	Cummings			
21	Simon			
22	Hartwig			
Totals				
Carried				
Defeated				
Amended				
Voice vote				
Roll call				

AN ORDINANCE AMENDING THE GENERAL CODE OF THE COUNTY OF LINCOLN CHAPTER 17 –17.2.100 RELATING TO PERMITTED AND CONDITIONAL LAND USES BY ZONING DISTRICT.

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

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

This ordinance shall take effect following its passage and posting.

Dated: 3/20/23

Authored by: Marty Lemke
 Co-Sponsored by: Julie DePasse, Randy Detert, Greg Hartwig, Elizabeth McCrank, and Greta Rusch, William Bialecki
 Committee: Land Services Committee
 Committee Vote: 7-0
 Fiscal Impact: None

Date Passed: 3/9/23

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

Ordinance 2023-03-738

Lincoln County Zoning District and Land Use Table

- Black Plain text is existing text in our ordinance and no changes proposed.
- ~~Lined-out text~~ is existing ordinance text that will be eliminated
- Red plain text is proposed revisions and updated language

Forestry (F)	Agriculture (A)	Rural Lands (RL2)	Rural Lands (RL4)	Suburban Residential	Rural Residential (RR1)	Rural Residential (RR2)	Rural Residential (RR3)	Rural Residential (RR4)	Rural Residential (RR5)	Mixed Residential (MR)	Mobile Home Park (MHP)	Recreation (RE)	Planned Business (PB)	General Business (GB)	Crossroads Mixed Use	Planned Industrial (PI)	General Industrial (GI)	← ZONING DISTRICTS ←
																		(See Section 17.3 for detailed descriptions and standards associated with each of the land uses listed below)
																		↓ RURAL LAND USES ↓ 17.3.02
	P	P	P	P	P	P	P	P	P			P	C	C	C	C	C	(1) Agricultural recreation/hobby use (minimum lot size of 100,000sqft in residential districts)
	P	P	P	C	C	C	C	P	P			C	C	C	C	C	C	(2) Light agricultural use (≤ 100 animal units)
	P	C	C															(3) General agricultural use (101-500 animal units)
	C																	(4) Intensive agricultural use (>500 animal units)
	C	C	C									C	C	C	C	P	P	(5) Agricultural commercial use
P	P	P	P										P	P	C	P	P	(6) Forestry commercial use
P	P	P	P		P	P	P	P	P				P	P	P	P	P	(7) Silviculture use (5+ acre lot)

P = Use permitted by right C = Use permitted as conditional use Empty cell = use prohibited or nonconforming in district

Ordinance 2023-03-738

Lincoln County Zoning District and Land Use Table

- Black Plain text is existing text in our ordinance and no changes proposed.
- ~~Lined-out text~~ is existing ordinance text that will be eliminated
- Red plain text is proposed revisions and updated language

Forestry (F)	Agriculture (A)	Rural Lands (RL2)	Rural Lands (RL4)	Suburban Residential	Rural Residential (RR1)	Rural Residential (RR2)	Rural Residential (RR3)	Rural Residential (RR4)	Rural Residential (RR5)	Mixed Residential (MR)	Mobile Home Park (MH)	Recreation (RE)	Planned Business (PB)	General Business (GB)	Crossroads Mixed Use	Planned Industrial (PI)	General Industrial (GI)	← ZONING DISTRICTS ← (See Section 17.3 for detailed descriptions and standards associated with each of the land uses listed below)
																		↓ RESIDENTIAL LAND USES ↓ 17.3.03
	P	P	P	P	P	P	P	P	P	P					P			(1) Single family dwelling (including manufactured homes meeting standards)
	P	P	P	P	P	P	P	P	P						P			(2) Farm dwelling
P	P	P	P	P	P	P	P	P	P	P		P			P			(3) Seasonal dwelling
	P	P	P	P	P	P	P	P	P	P					P			(4) Two family dwelling
				P						P					C P			(5) Multiple family dwelling (3-8 units)
										C P					P			(5a) Multiple family dwelling (9-16 units)
P	C P	C P	C P							C P	P							(6) Mobile home (seasonal only in F)
P	P	P	P							C P	P							(7) Manufactured home not meeting single family standards. Seasonal home only in F District
											P							(8) Manufactured/Mobile home park
P	P	P	P	C P	C P	C P	C P	P	P	P		P						(9) Camping unit over 60 days total in a calendar year
				P						C P			C P	C P	C P			(10) Elderly & congregate housing facility
				P			P	P	P	P								(11) Conservation neighborhood development
				C P	C P	C P	C P	C P	C P	P		P			P			(12) Golf course community

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Ordinance 2023-03-738

Lincoln County Zoning District and Land Use Table

- Black Plain text is existing text in our ordinance and no changes proposed.
- ~~Black Plain text~~ is existing ordinance text that will be eliminated
- **Red plain text** is proposed revisions and updated language

Forestry (F)	Agriculture (A)	Rural Lands (RL2)	Rural Lands (RL4)	Suburban Residential	Rural Residential (RR1)	Rural Residential (RR2)	Rural Residential (RR3)	Rural Residential (RR4)	Rural Residential (RR5)	Mixed Residential (MR)	Mobile Home Park (MH)	Recreation (RE)	Planned Business (PB)	General Business (GB)	Crossroads Mixed Use	Planned Industrial (PI)	General Industrial (GI)	← ZONING DISTRICTS ←
																		(See Section 17.3 for detailed descriptions and standards associated with each of the land uses listed below)
																		↓ COMMERCIAL LAND USES ↓ 17.3.04
													P	P	P	P	P	(1) Office
													P	P	P	P	P	(2) Personal or professional service
												P	P	P	P	P	P	(3) Indoor sales
												C	P	P	P	P	P	(4) Outdoor sales, display, or repair (recreational)
													P	P	P	P	P	(5) Outdoor sales, display, or repair (general)
												C	P	P	P	P	P	(6) In-vehicle sales or service
													P	P	C	P	P	(7) Vehicle repair or maintenance service
													P	P	P	P	P	(8) Restaurant
													P	P	P	P	P	(9) Indoor commercial entertainment
													C	C	C	C		(10) Outdoor commercial entertainment
													P	P	P	C	P	(11) Hotel, motel, or lodging resort
																		(12) Reserved
	P	P	P	P	P	P	P	P	P	P			P	P	P			(13) Bed and breakfast establishment
		P	P											P	P	P	C	(14) Day care center
										C					C			(15) Boarding house
	P																	(16) Commercial animal services and boarding
	C	C	C										C	C	C	C	C	(17) Adult use
	P																C	(18) Junkyard or salvage yard

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																		(See Section 17.3 for detailed descriptions and standards associated with each of the land uses listed below)	
																		↓ UTILITY AND TRANSPORTATION LAND USES ↓ 17.3.06	
	C	C	C									C		C		C	C	(1) Airport or landing strip	
C	C	C	C	C	C	C	C	C	C	C	C	C	P	P	P	P	P	(2) Public utilities and services	
C	C	C	C														C	(3) Waste disposal/composting operation	
C P	C P	C P	C P	C P	C P	C P	C P	C P	C P	C P	C P	C P	C P	C P	C P	C P	C P	(4) Mobile Tower Siting (new or class 1 collocation with substantial modification) 17.3.07	
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(4) Mobile Tower Siting (class 2 collocation)	
																		↓ INDUSTRIAL LAND USES ↓ 17.3.08	
										P		C P	C P	C P	C P	P	P	(1) Personal storage facility (mini-warehouses)	
														C		P	P	(2) Indoor storage or wholesaling	
																C P	P	(3) Outdoor storage or wholesaling	
																C	C P	(4) Freight or bus terminal	
																	C P	P	(5) Distribution center
													C P	P	C	P	P	(6) Contractor shop	
																P	P	(7) Light industrial use	
																C	C	(8) Heavy industrial use	
																	C	(9) Metallic mineral extraction use	
C	C	C	C														C	(10) Non-metallic extraction use	

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																		(See Section 17.3 for detailed descriptions and standards associated with each of the land uses listed below)
																		↓ INSTITUTIONAL AND RECREATIONAL LAND USES ↓ 17.3.05
	P	P	P	P	P	P	P	P	P	P	P							(1) Community living arrangement (1–8 res)
	C	C	C	C	C	C	C	C	C	P	C							(2) Community living arrangement (9–15 res)
										C P								(3) Community living arrangement (16+ res)
										C		C	C P	C P	C P	C		(4) Major indoor institutional use
	P	P	P	C	C	C	C	C P	C P	P		P	P	P	P	C		(5) Minor indoor institutional use
P	C P	C	C	C	C	C	C	C	C	C		C P	C P	P		C		(6) Outdoor institutional use
C												C						(7) Private campground/camping resort
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(8) Outdoor public recreation
P	P	P	P									P	P	P	P			(9a) Outdoor assembly (250-749 persons)
C	C	C	C									C	C	C	C			(9b) Outdoor assembly (750+ persons)
P	P	C	C									C P			C		P	(10) Recreational vehicle course (10+ acres)

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																		(See Section 17.3 for detailed descriptions and standards associated with each of the land uses listed below)
																		↓ ACCESSORY LAND USES ↓ 17.3.09
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(1) Accessory structure
	P	P	P	P	P	P	P	P	P	P	P				P			(3) Family day care home (8 or fewer children)
	P	P	P	P	P	P	P	P	P	P					P			(4) Intermediate day care home (9 – 15 children)
													P	P	P			(5) Commercial apartment
P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	(6) Caretaker’s residence (seasonal in F district)
P	P	P	P	P	P	P	P	P	P	P	P				P			(7) Home occupation
	P	P	P						P			P			P			(8) Home occupation, expanded
P	P	P	P	P	P	P	P	P	P			P	P	P	P	P	P	(9) Accessory farm or forestry structures
												P	P	P	P	P		(10) Outdoor display incidental to indoor sales use
	P												P	P	P	P	P	(11) Temporary outdoor sales
														P	P	P	P	(12) Indoor sales accessory to light industrial use
P	P	P	P	P	P	P	P	P	P				P	P	P	P	P	(13) Seasonal sales of farm & forestry products
													C	C	P	C	P	(14) Light industrial use accessory to indoor sales use
													C	C	C	P	C	(15) Off-site parking lot
P	P	P	P					P	P				P	P	P	P	P	(16) Outdoor wood furnace
P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	(17) Temporary relocatable building ←365 days
													C	C	C	C	C	(17a) Temporary relocatable building ≥ 365 days

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County Board Report

TO: County Board

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

DATE: 3/10/23

SUBJECT: Ordinance Text Amendment - Chapter 17 - Permitted and Conditional Land Uses by Zoning District

This memo is to provide information regarding the proposed amendments to section 17.2.100 of the Lincoln County Zoning Ordinance. The purpose of section 17.2.100 is to identify which base zoning districts contain land uses that are permitted, conditionally permitted, or prohibited.

At the September 2022 LSC meeting the committee directed staff to draft ordinance language regarding which Zoning Districts classify land uses into the three categories of: Permitted, Prohibited, and Permitted Upon Condition. A "Conditional Use Permit" (CUP) is the latter of the categories.

The charts are applicable to all properties located within those portions of the unincorporated areas of Lincoln County in which the associated town board has adopted chapter 17 pursuant to §59.69(5), Wis. Stats. Per Wisconsin Statutes, regulations associated with the Floodway Overlay, Flood fringe Overlay, General Floodplain Overlay, Shoreland Overlay, Shoreland-Wetland Overlay, Wetland Overlay zoning districts shall apply throughout the unincorporated areas.

A CUP allows for a specific land use provided certain conditions, as established by the committee, are met. Per §59.69(5e)(2b), Wis. Stats., determines that CUP requests cannot be denied by the oversight committee so long as the applicant does not refuse to follow the conditions listed on the permit.

The Committee may impose reasonable conditions with the approval of a conditional use proposal, to the extent authorized by law as described in §59.69(5e)(2b), Wis. Stats. Conditions imposed shall meet all of the following requirements:

- (a) Conditions must be practical and measurable.
- (b) Any condition imposed must be related to the purpose of the ordinance, outlined in section 17.3 regarding the specific land use and be based on substantial evidence.
- (c) Any condition must be reasonable and to the extent practicable, measurable and may include conditions such as the permits duration, transfer, or renewal.

Additionally, Act 67 went into effect on November 28, 2017 and the county zoning ordinance (ORD#2018-05-659) was updated to include the conditional permit requirements listed above. This law made various changes, relating to zoning, and local government authority with respect to properties asking for CUPs. With the rule changes of Act 67, the land uses outlined in the county zoning ordinance have been reviewed by the staff and LSC over the past few months to determine if they are to remain conditionally permitted land uses or adjust to permitted land uses.

With the approval of the Land Services Committee (LSC), Land Services staff 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 March 9, 2023, 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.

REQUESTED ACTION:

Staff and the LSC are recommending that the County Board approve of the proposed ordinance text amendments as presented in the attached ordinance and supplemental document showing the ordinance text edits.