

LINCOLN COUNTY BOARD OF SUPERVISORS

Monday February 19, 2024 - 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>

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Announcements/Appointments/Awards/ Recognitions
 - A. Announcements-Revised 2024 County Board Meeting Schedule
 1. Discussion location for March meeting.
 - B. Appointments
 - C. Awards – None
 - D. Service Recognitions: February
 - 10 years – Heather Marheine, Highway Accountant
5. Approval of the Minutes
 - A. January 16, 2024
6. Letters 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. Solid Waste Financial Presentation and Possible Action – Finance Director (Samantha Fenske)
8. Public Comment (Please see our Public Comment Guidelines on page 2)
9. Resolutions and Ordinances
 - A. Res
 - 1) Res 2024-01-05 – Authorizing the Issuance & Establishing Parameters for the Sale of Not to Exceed \$4,000,000 General Obligation Promissory
 - 2) Res 2024-02-06 – Authorize Earmarked ARPA Funding to Support the Towns of Harrison and Skanawan
 - 3) Res 2024-02-07 – 1st Amendment to Nursing Home Management Agreement
 - 4) Res 2024-02-08 – Authorizing Solid Waste Employees to Receive Annual Stipend for Personal Protection Equipment
 - 5) Res 2024-02-09 – Approval of Asset Purchase Agreement between Lincoln County and Merrill Campus, LLC & Senior Management, Inc.
 - 6) Res 2024-02-10 – Approve the 2022 Lincoln County Forest Annual Report and Add to Chapter 2000 of the 15-Year Lincoln County Forest Comprehensive Land Use Plan
 - 7) Res 2024-02-11 – Accepting \$2,000 from Tug Lake District to Assist with Improvements at Tug Lake County Park
 - B. Ord
 - 1) Ord 2024-02-751-Board of Adjustment Duties & Responsibilities Chapter 17, section 17.8.12
 - 2) Ord 2024-02-752-Board of Adjustment Variance Review & Approval Procedure, Chapter 17, section 17.8-60
 - 3) Ord 2024-02-753 Board of Adjustment Appeals of Zoning Interpretations, Chapter 17, sections 17.8-30 and 17.8.65

- 4) Ord 2024-02-754 Amend the Appendix per Section 20.1.5 of the Lincoln County Floodplain Ordinance
- 5) Ord 2024-02-755 Chapter 17-Zoning Ordinance-Land Use Descriptions & Standards-Rural Land Uses 17.3-02
- 6) Ord 2024-02-756 Chapter 17- Zoning Ordinance-Land Use Descriptions & Standards-Residential Land Uses 17.3-03
- 7) Ord 2024-02-757 Chapter 17-Zoning Ordinance-Land Use Descriptions & Standards-Commercial Land Uses 17.3-04
- 8) Ord 2024-02-758- Chapter 17-Zoning Ordinance-Land Use Descriptions & Standards-Institutional & Recreational Land Uses 17.3-05
- 9) Ord 2024-02-759-Chapter 17-Zoning Ordinance-Land Use Descriptions & Standards- Industrial Land Uses 17.3.08
- 10) Ord 2024-02-760-Chapter 17-Zoning Ordinance-Land Use Descriptions & Standards- Accessory Land Uses 17.3-09
- 11) Ord 2024-02-761 Traffic and Vehicle Code, Chapter 7, section 7.03

10. Report of Claims – None

11. Approval for Mileage and Per Diem for Board Meeting

12. Next County Board Meeting Date: Tuesday, March 19, 2024, 6:00 P.M. 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.

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

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 Supervisor
Meeting: January 16, 2024

The Lincoln County Board of Supervisors met at the Merrill Enrichment Center at 303 N Sales St., Merrill, WI in session assembled pursuant to law.

1. Chair Friske called the meeting to order at 6:00pm.
2. Pledge of allegiance followed.
3. County Clerk Marlowe call Roll – Members Present: Anderson-Malm, Ashbeck, Bialecki Boyd, Cummings, DePasse, Detert, Friske, Hartwig, McCrank, Meunier, Miller, Osness, Rush, Simon, Thiel, Wendorf, and Wickham. Electronic: Allen and Hafeman (20) Excused: Brixius and Lemke (2)
4. Announcements/Appointments/Awards/Recognitions
 - A. Announcements - None
 - B. Appointments
 - i. Appointment of the Lincoln County 2024 Emergency Fire Wardens - **M/S** Thiel/Wickham to appoint all three Emergency Fire Wardens for 2024. Motion carried by voice.
 1. James Charles – Town of Bradley. Kracker Barrel, PO Box 121 Heafford Junction, WI 54532
 2. Robert Kressell – Town of Russell. Northern States Tool and Cutter, N5333 Hwy. 17, Gleason, 54487
 3. Mike Gruenenwald – Town of Scott. Beacon Bar, N1297 Fairview Road, Merrill, 54452
 - ii. **M/S** Miller/Osness to appoint Kay Kissinger Wolf to the Board of Health as the nurse representative. (Term ending April 15, 2024) Motion carried by voice.
 - C. Awards- None
 - D. Service Recognitions – January
 - 10 Years – Meghan Synder, Social Services
5. Approval of Minutes
 - A. December 19, 2023 - **M/S** Cummings/Rusch to approve the December 19, 2024 minutes as presented. Motion carried by voice vote.
6. Letters and Memorials
 - A. Letters – None
 - B. Memorials – None
7. Reports of Standing & Special Committees:
 - A. Finance & Insurance Committee: 2023 Year-to-Date Budget Report – Finance Director (Samantha Fenske). Fenske gave her report and answered questions.
8. Public Comment – There were no public comments
9. Resolutions & Ordinances
 - A. Resolutions

1. Resolution 2024-01-01

Resolution accepting \$400.00 from Wisconsin Department of Veterans Affairs (WDVA) for Veterans Transportation Grant
WHEREAS, Lincoln County Veterans Service Office has a critical role in advocating for the individual veterans and are often the initial point of contact in the Community for veteran's services; and,

WHEREAS, Lincoln County Veterans Office is not fully serviced by Department of Disabled American Veterans (DAV) vans for veteran transportation services; and,

WHEREAS Lincoln County Veterans Services supports county veterans in need of transportation assistance with fuel cards and taxi service sourced primarily through donations from private citizens and veterans service organizations; and,

WHEREAS, Wisconsin Department of Veterans Affairs has approved a Grant of \$400 to augment Lincoln County Veterans Services to provide financial support to veterans who lack resources to drive to and from medical appointments.

NOW, THEREFORE BE IT RESOLVED that the Lincoln County Board of Supervisors accepts and expresses gratitude for the \$400 Grant from WDVA for the purchase of fuel cards and taxi services for veterans who need transportation assistance.

Dated: 01/03/2024

Authored by: Angela Cummings

Co-Sponsored by: Jesse Boyd, Julie DePasse, Ken Wickham

Committee: Administrative & Legislative

Committee Vote: 6-0

Date Passed: 01/03/2024

Fiscal Impact: \$400 to Veterans 2024 Budget

Drafted by: John Olson, County Veterans Service Officer

M/S Osness/Thiel to adopt resolution 2024-01-01. Motion carried by voice.

2. Resolution 2024-01-02

Authorizing ARPA Funding in the Amount Not To Exceed \$100,000 for City of Tomahawk Campsite Development
WHEREAS, Lincoln County Board of Supervisors identified Administrative and Legislative committee to review and vet all requests against the criteria that it does not create base building and creates economic growth and/or generates county revenue; and

WHEREAS, the Lincoln County Board of Supervisors through resolution 2023-05-40 approved earmarking \$500,000 for the purpose of supporting municipalities in developing strategies that create economic growth, such as campsites; and
WHEREAS, once specific and detailed plans were developed, the requests would be brought forward for further approval; and

WHEREAS, the City of Tomahawk has presented a plan to develop campsites at the Sara Park; and

WHEREAS, Lincoln County Board of Supervisors acknowledges the City of Tomahawk best understands the needs of their property and can determine how to best use the funding for the purpose of developing this site; and

WHEREAS, the plan includes two phases, phase I to include electric and water supplied to 20 camp sites and phase II to construct a bathroom/shower facility and additional sites; and

WHEREAS, the cost estimates at this time is approximately \$100,000 for site preparation, gravel, landscaping, electric, water, picnic tables and fire rings; and

WHEREAS, it is recognized that this amount does not include inflation, unexpected expenses related to purchase of these items, and additional supplies that the City of Tomahawk determines enhances the campsite development and/or attraction not yet realized.

NOW, THEREFORE BE IT RESOLVED, that the Lincoln County Board of Supervisors, authorizes the use of up to \$100,000 to be issued to the City of Tomahawk who will provide invoices or receipts of purchase for the purpose of developing the Sara Park Campground.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City of Tomahawk must initiate all expenditures resulting from the ARPA funding by December 1, 2024

Dated: January 16, 2024

Authored by: Don Friske, Supervisor, District 9

Co-Sponsored by: Greg Hartwig, Supervisor, District 22 and

Jesse Boyd, Supervisor, District 10

Committee: Administrative & Legislative

Committee Vote: 6-0 Date Passed: 01-03-2024

Fiscal Impact: ARPA funds \$100,000

Drafted by: Renee Krueger, Administrative Coordinator

M/S Wendorf/Bialecki to adopt resolution 2024-01-02. Motion carried by voice.

3. Resolution 2024-01-03

Increasing public health support for advancing Voluntary National Retail Food Regulatory Program Standards
Whereas, Lincoln County Health Department has the role and responsibility to advance program standards in an effort to reduce the occurrence of foodborne illness risk factors and implement and attain conformance with the Retail Program Standards.

Whereas, the National Environmental Health Association (NEHA) and the U.S. Food and Drug Administration (FDA) have partnered to offer local health departments ample financial support to advance conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS or Retail Program Standards) through mentorship and training.

Whereas, grant funds goals are as follows 1. Support strategies that reduce the occurrence of foodborne illness risk factors; 2. Promote uniformity and a national Integrated Food Safety System (IFSS) by enabling jurisdictions to move

toward full compliance with the Retail Program Standards; and 3. Fully leverage the expertise and capacity of retail food protection at Lincoln County Health Department.

Whereas, the activities funded by the grant would not exceed the funding or terms of the grant and be limited to the grant timeline of January 1, 2024 – December 31, 2024.

THEREFORE BE IT RESOLVED The Board approves the acceptance of the NEHA-FDA Retail Flexible Funding Model (RFFM) Grant of \$30,977

Dated: (County Board date)

Authored by: Dana Miller

Co-Sponsored by: Angela Cummings

Committee: Board of Health

Committee Vote: 5-0 Date Passed: 10/18/23

Fiscal Impact: \$30,977

Drafted by: Shelley Hersil

M/S Miller/Meunier to adopt resolution 2024-01-03. Motion carried by voice.

4. Resolution 2024-01-04

Authorizing Earmarked ARPA Funding to Support Townships of Russell and King in Creating Economic Growth

WHEREAS, Lincoln County Board of Supervisors identified Administrative and Legislative committee to review and vet all requests against the criteria that it does not create base building and creates economic growth and/or generates county revenue; and

WHEREAS, the Lincoln County Board of Supervisors through resolution 2023-05-40 approved earmarking \$500,000 for the purpose of supporting municipalities in developing strategies that create economic growth, such as campsites; and

WHEREAS, once specific and detailed plans were developed, the requests would be brought forward for further approval; and

WHEREAS, the Townships of Russell and King submitted proposals fitting the criteria of the request; and

WHEREAS, additional townships requests may be reviewed at a later date; and

WHEREAS, the Administrative and Legislative Committee reviewed the requests and recommended the approval of ARPA funding to the townships to be used as proposed to not exceed as follows:

- Town of Russell in the amount of \$75,000
- Town of King in the amount of ~~\$67,718 with the option of submitting an additional proposal for an all-accessible Kayak/Canoe dock.~~ \$117,218.00.

NOW, THEREFORE BE IT RESOLVED that the Lincoln County Board of Supervisors, authorizes designated amounts to be issued to the above townships who will provide invoices or receipts of purchase for the purpose of developing their submitted plans.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Townships must initiate all expenditures resulting from the ARPA funding by December 1, 2024.

Dated: January 16, 2024

Authored by: Angela Cummings, Supervisor, District 20

Co-Sponsored by: Ken Wickham, Supervisor, District 18

Committee: Administrative and Legislative

Committee Vote: 7-0 Date Passed: 01.03.24

Fiscal Impact: ARPA funds \$143,718 from the earmarked ARPA funds(\$300,000)

Drafted by: Renee Krueger, Administrative Coordinator

M/S DePasse/McCrank to adopt resolution 2024-01-04. **M/S** Wickham/Hartwig to amend the resolution by striking ~~\$67,718 with the option of submitting an additional proposal for an all-accessible Kayak/Canoe dock.~~ and by adding the amount of \$117,218 to accommodate the adjusted request from the Town of King. Sixth **WHEREAS** second bullet point. Motion to amend carried by voice. Original motion to approve also carried by voice.

B. Ordinances - None

10. Report of Claims - None

11. **M/S** Boyd/Bialecki to approve the mileage and per diem for this meeting. Motion carried by voice.

12. Next County Board Meeting: February 19, 2024 at 6:00 p.m. at the Lincoln County Service Center, 801 North Sales Street, Room 257, Merrill, WI 54452.

13. The meeting adjourned at 6:32 P.M.

STATE OF WISCONSIN)

)SS

COUNTY OF LINCOLN)

I, Christopher Marlowe, County Clerk in and for Lincoln County, Wisconsin to hereby certify the within and foregoing is true and accurate recital of all proceedings by and before the Board of Supervisors at their regular meeting, (December 19, 2023)

Christopher Marlowe, County Clerk

YEAR TO DATE EXPENDITURE REPORT

FOR 2024 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0010 GENERAL FUND							
00 NON-DEPARTMENTAL	843,560	843,560	560,994.94	560,994.94	.00	282,565.06	66.5%
10 COUNTY BOARD	2,452,835	2,452,835	54,035.50	54,035.50	.00	2,398,799.50	2.2%
20 ADMINISTRATIVE PERSONNEL	234,871	234,871	13,302.76	13,302.76	.00	221,568.24	5.7%
21 CORPORATION COUNSEL	209,269	209,269	9,380.08	9,380.08	.00	199,888.92	4.5%
22 FINANCE DEPARTMENT	539,984	539,984	29,725.24	29,725.24	.00	510,258.76	5.5%
23 COUNTY CLERK	261,718	261,718	11,090.69	11,090.69	.00	250,627.31	4.2%
24 TREASURERS DEPARTMENT	187,941	187,941	12,425.33	12,425.33	.00	175,515.67	6.6%
25 INFORMATION TECHNOLOGY	926,833	926,833	45,909.88	45,909.88	.00	880,923.12	5.0%
26 MAINTENANCE DEPARTMENT	1,884,281	1,884,281	108,289.64	108,289.64	.00	1,775,991.36	5.7%
27 VETERANS DEPARTMENT	183,344	183,344	10,049.23	10,049.23	.00	173,294.77	5.5%
30 CLERK OF COURTS	580,425	580,425	24,723.57	24,723.57	.00	555,701.43	4.3%
31 CIRCUIT COURT (PROBATE)	363,354	363,354	36,621.47	36,621.47	.00	326,732.53	10.1%
32 FAMILY COURT COMMISSIONER	46,000	46,000	.00	.00	.00	46,000.00	.0%
33 DISTRICT ATTORNEYS OFFICE	380,330	380,330	22,892.92	22,892.92	.00	357,437.08	6.0%
41 LAND SERVICES DEPARTMENT	1,261,992	1,261,992	64,169.84	64,169.84	.00	1,197,822.16	5.1%
43 REGISTER OF DEEDS	246,198	246,198	14,303.13	14,303.13	.00	231,894.87	5.8%
44 UW EXTENSION	45,000	45,000	115.00	115.00	.00	44,885.00	.3%
50 SHERIFFS DEPARTMENT	8,544,997	8,544,997	578,030.50	578,030.50	.00	7,966,966.50	6.8%
51 CORONERS DEPARTMENT	81,487	81,487	1,891.44	1,891.44	.00	79,595.56	2.3%
52 EMERGENCY MANAGEMENT	98,631	98,631	4,263.27	4,263.27	.00	94,367.73	4.3%
60 CHILD SUPPORT	316,629	316,629	15,857.10	15,857.10	.00	300,771.90	5.0%
TOTAL EXPENSES	19,689,679	19,689,679	1,618,071.53	1,618,071.53	.00	18,071,607.47	
0020 COUNTY ROADS FUND							
00 NON-DEPARTMENTAL	5,768,847	5,791,203	53,257.31	53,257.31	.00	5,737,945.69	.9%
TOTAL EXPENSES	5,768,847	5,791,203	53,257.31	53,257.31	.00	5,737,945.69	
0021 JAIL ASSESSMENT FUND							
00 NON-DEPARTMENTAL	25,000	25,000	.00	.00	.00	25,000.00	.0%
TOTAL EXPENSES	25,000	25,000	.00	.00	.00	25,000.00	
0022 EMERGENCY MEDICAL FUND							

YEAR TO DATE EXPENDITURE REPORT

FOR 2024 01

0022	EMERGENCY MEDICAL FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
00	NON-DEPARTMENTAL	2,772,359	2,772,359	5,295.88	5,295.88	.00	2,767,063.12	.2%
	TOTAL EXPENSES	2,772,359	2,772,359	5,295.88	5,295.88	.00	2,767,063.12	
0023 HEALTH DEPARTMENT FUND								
00	NON-DEPARTMENTAL	1,278,158	1,278,158	72,074.18	72,074.18	.00	1,206,083.82	5.6%
	TOTAL EXPENSES	1,278,158	1,278,158	72,074.18	72,074.18	.00	1,206,083.82	
0024 SOCIAL SERVICES FUND								
00	NON-DEPARTMENTAL	3,156,177	3,156,177	148,550.72	148,550.72	.00	3,007,626.28	4.7%
	TOTAL EXPENSES	3,156,177	3,156,177	148,550.72	148,550.72	.00	3,007,626.28	
0029 AMERICAN RESCUE PLAN FUND								
00	NON-DEPARTMENTAL	0	0	48,485.41	48,485.41	.00	-48,485.41	100.0%
	TOTAL EXPENSES	0	0	48,485.41	48,485.41	.00	-48,485.41	
0030 DEBT SERVICE FUND								
00	NON-DEPARTMENTAL	1,659,290	1,659,290	.00	.00	.00	1,659,290.00	.0%
	TOTAL EXPENSES	1,659,290	1,659,290	.00	.00	.00	1,659,290.00	
0050 DOG LICENSE FUND								
00	NON-DEPARTMENTAL	30,000	30,000	.00	.00	.00	30,000.00	.0%
	TOTAL EXPENSES	30,000	30,000	.00	.00	.00	30,000.00	
0060 SOLID WASTE FUND								
00	NON-DEPARTMENTAL	2,169,483	2,169,483	133,971.71	133,971.71	.00	2,035,511.29	6.2%
	TOTAL EXPENSES	2,169,483	2,169,483	133,971.71	133,971.71	.00	2,035,511.29	
0062 FORESTRY								

YEAR TO DATE EXPENDITURE REPORT

FOR 2024 01

0062 FORESTRY	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
00 NON-DEPARTMENTAL	1,549,089	1,549,089	92,493.59	92,493.59	.00	1,456,595.41	6.0%
TOTAL EXPENSES	1,549,089	1,549,089	92,493.59	92,493.59	.00	1,456,595.41	
0070 HIGHWAY FUND							
00 NON-DEPARTMENTAL	10,558,809	10,558,809	335,980.11	335,980.11	.00	10,222,828.89	3.2%
TOTAL EXPENSES	10,558,809	10,558,809	335,980.11	335,980.11	.00	10,222,828.89	
0071 SELF FUNDED HEALTH INSURANCE							
00 NON-DEPARTMENTAL	0	0	43,438.71	43,438.71	.00	-43,438.71	100.0%
TOTAL EXPENSES	0	0	43,438.71	43,438.71	.00	-43,438.71	
GRAND TOTAL	48,656,891	48,679,247	2,551,619.15	2,551,619.15	.00	46,127,627.85	5.2%

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

RESOLUTION 2024-02-05

Motion by:

Second by:

RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING
PARAMETERS FOR THE SALE OF NOT TO EXCEED \$4,000,000 GENERAL
OBLIGATION PROMISSORY

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	Brixius			
14	Hafeman			
15	Lemke			
16	Miller			
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 hereby finds and determines that it is necessary, desirable and in the best interest of Lincoln County, Wisconsin (the "County") to raise funds for public purposes, including paying the cost of landfill expansion projects, acquisition of equipment and other capital improvement projects (the "Project");

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

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

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

WHEREAS, it is the finding of the County Board of Supervisors that it is necessary, desirable and in the best interest of the County to authorize the issuance of and to sell the general obligation promissory notes (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser");

WHEREAS, the Purchaser intends to submit a note purchase agreement to the County (the "Proposal") offering to purchase the Notes in accordance with the terms and conditions to be set forth in the Proposal; and

WHEREAS, in order to facilitate the sale of the Notes to the Purchaser in a timely manner, the County Board of Supervisors hereby finds and determines that it is necessary, desirable and in the best interest of the County to delegate to (i) the Chairperson and (ii) either the County Clerk or Deputy County Clerk (the "Authorized Officers") of the County the authority to accept the Proposal on behalf of the County so long as the Proposal meets the terms and conditions set forth in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

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

(Sections 1-21 Pages 2-8)

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

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying costs of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of not to exceed FOUR MILLION DOLLARS (\$4,000,000) from the Purchaser upon the terms and subject to the condition set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 16 of this Resolution, the Chairperson and County Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the County, Notes aggregating the principal amount of not to exceed FOUR MILLION DOLLARS (\$4,000,000). The purchase price to be paid to the County for the Notes shall not be less than 97.25% of the principal amount of the Notes and the difference between the initial public offering price of the Notes and the purchase price to be paid to the County by the Purchaser shall not exceed 2.75% of the principal amount of the Notes, with an amount not to exceed 1.00% of the principal amount of the Notes representing the Purchaser's compensation and an amount not to exceed 1.75% of the principal amount of the Notes representing costs of issuance, including bond insurance premium (if any), payable by the Purchaser or the County.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of up to \$4,000,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$400,000 per maturity or mandatory redemption amount and that the aggregate principal amount of the Notes shall not exceed \$4,000,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$4,000,000.

<u>Date</u>	<u>Principal Amount</u>
12-01-2025	\$660,000
12-01-2026	605,000
12-01-2027	635,000
12-01-2028	665,000
12-01-2029	700,000
12-01-2030	735,000

Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on December 1, 2024 or on such other date approved by the Authorized Officers in the Approving Certificate. The true interest cost on the Notes (computed taking the Purchaser's compensation into account) shall not exceed 4.25%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Notes shall not be subject to optional redemption or shall be callable as set forth on the Approving Certificate. If the Proposal specifies that certain of the Notes shall be subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as Schedule MRP. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the

mandatory redemption payments established in the Approving Certificate in such manner as the County shall direct.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years 2024 through 2029 for the payments due in the years 2024 through 2030 in the amounts as are sufficient to meet the principal and interest payments when due. The amount of tax levied in the year 2024 shall be the total amount of debt service due on the Notes in the years 2024 and 2025; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of interest on the Notes in the year 2024.

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

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

(D) Appropriation. The County hereby appropriates from taxes levied in anticipation of the issuance of the Notes, proceeds of the Notes or other funds of the County on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay debt service on the Notes coming due in 2024, if any, as set forth on the schedule to be attached as Schedule III to the Approving Certificate.

Section 6. Segregated Debt Service Fund Account.

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

issued by the County may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes - 2024" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the County above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the County and disbursed solely for the purpose or purposes for which borrowed. In no event shall monies in the Borrowed Money Fund be used to fund operating expenses of the general fund of the County or of any special revenue fund of the County that is supported by property taxes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments,

remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

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

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

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

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

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless

the County has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

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

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

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

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

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

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

Section 16. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by the Authorized Officers of the principal amount, definitive maturities, redemption provisions, interest rates, first interest payment date and purchase price for the Notes, which approval shall be evidenced by execution by the Authorized Officers of the Approving Certificate.

The Notes shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, the Authorized Officers are authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

Section 17. Official Statement. The County Board of Supervisors hereby directs the Authorized Officers to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officers or other officers of the County in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate County official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The County Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The County hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the County to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

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

Section 19. Record Book. The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the County are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and County Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted and recorded February 19, 2024.

Don Friske
Chairperson

ATTEST:

Christopher J. Marlowe
County Clerk

(SEAL)

Dated: February 19, 2024

Authored by: Julie DePasse

Co-Sponsored by: Gene Simon

Committee: Finance & Insurance Committee

Committee Vote: 5-0

Date Passed: February 2, 2024

Fiscal Impact:

Drafted by: Christopher J. Marlowe (County Clerk)

EXHIBIT A

APPROVING CERTIFICATE

The undersigned Chairperson and [County Clerk] or [Deputy County Clerk] of Lincoln County, Wisconsin (the "County"), hereby certify that:

1. Resolution. On February 19, 2024, the County Board of Supervisors of the County adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$4,000,000 General Obligation Promissory Notes of the County (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to us the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

2. Proposal; Terms of the Notes. On the date hereof, the Purchaser offered to purchase the Notes in accordance with the terms set forth in the Note Purchase Agreement between the County and the Purchaser attached hereto as Schedule I (the "Proposal"). The Proposal meets the parameters established by the Resolution and is hereby approved and accepted.

The Notes shall be issued in the aggregate principal amount of \$_____, which is not more than the \$4,000,000 approved by the Resolution, and shall mature on December 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Notes is not more than \$400,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
12-01-2025	\$660,000	\$ _____
12-01-2026	605,000	_____
12-01-2027	635,000	_____
12-01-2028	665,000	_____
12-01-2029	700,000	_____
12-01-2030	735,000	_____

The true interest cost on the Notes (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 4.25%, as required by the Resolution.

3. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$_____, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 97.25% of the principal amount of the Notes, as required by the Resolution.

The difference between the initial public offering price provided by the Purchaser of the Notes (\$_____) and the purchase price to be paid to the County by the Purchaser (\$_____) is \$_____, or _____% of the principal amount of the Notes, which does not exceed 2.75% of the principal amount of the Notes. The amount representing Purchaser's compensation is \$_____, or not more than 1.00% of the principal amount of the Notes. The amount representing other costs of issuance [to be paid by the County/Purchaser] is \$_____, which does not exceed 1.75% of the principal amount of the Notes.

4. Redemption Provisions of the Notes. [The Notes are not subject to optional redemption.] [The Notes maturing on December 1, 20__ and thereafter are subject to redemption prior to maturity, at the option of the County, on December 1, 20__ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the County and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.] [The Proposal specifies that certain of the Notes are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference.]

5. First Interest Payment Date. Pursuant to Section 2 of the Resolution, the first interest payment date on the Notes shall be [December 1, 2024/_____, 2025].

6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same respectively falls due, the full faith, credit and taxing powers of the County have been irrevocably pledged and there has been levied on all of the taxable property in the County, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule III.

7. Preliminary Official Statement. The Preliminary Official Statement with respect to the Notes is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

8. Approval. This Certificate constitutes our approval of the Proposal, and the principal amount, definitive maturities, interest rates, first interest payment date, purchase price and redemption provisions for the Notes and the direct annual irrepealable tax levy to repay the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, we have executed this Certificate on _____, 2024
pursuant to the authority delegated to us in the Resolution.

Don Friske
Chairperson

[_____
Christopher J. Marlowe
County Clerk]

OR

[_____
Heather Hurley
Deputy County Clerk]

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

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

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

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

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

COPY

[SCHEDULE MRP TO APPROVING CERTIFICATE

Mandatory Redemption Provision

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

For the Term Bonds Maturing on December 1, 20__

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on December 1, 20__

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on December 1, 20__

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on December 1, 20__

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT B

(Form of Note)

REGISTERED
NO. R-_____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
LINCOLN COUNTY
GENERAL OBLIGATION PROMISSORY NOTE

DOLLARS
\$_____

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:

December 1, 20____, 2024 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, Lincoln County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on [December 1, 2024] until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of \$_____, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of landfill expansion projects, acquisition of equipment and other capital improvement projects, as authorized by a resolution adopted on February 19, 2024, as supplemented by an Approving Certificate, dated _____, 2024 (the "Approving Certificate") (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the County Board of Supervisors for said date.

【This Note is not subject to optional redemption.】【The Notes maturing on December 1, 20__ and thereafter are subject to redemption prior to maturity, at the option of the County, on December 1, 20__ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the County, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.】

【The Notes maturing in the years _____ are subject to mandatory redemption by lot as provided in the Approving Certificate, at the redemption price of par plus accrued interest to the date of redemption and without premium.】

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

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

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

This Note is transferable only upon the books of the County kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the County appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together

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

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

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

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

LINCOLN COUNTY, WISCONSIN

By: _____
Don Friske
Chairperson

(SEAL)

By: _____
Christopher J. Marlowe
County Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

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

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

COPY

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)

Motion By:

Second By:

Resolution 2024-02-06

Authorizing Earmarked ARPA Funding to Support Townships of Harrison and Skanawan in Creating Economic Growth

WHEREAS, Lincoln County Board of Supervisors identified Administrative and Legislative committee to review and vet all requests against the criteria that it does not create base building and creates economic growth and/or generates county revenue; and

WHEREAS, the Lincoln County Board of Supervisors through resolution 2023-05-40 approved earmarking \$500,000 for the purpose of supporting municipalities in developing strategies that create economic growth, such as campsites; and

WHEREAS, once specific and detailed plans were developed, the requests would be brought forward for further approval; and

WHEREAS, the Townships of Harrison and Skanawn submitted proposals fitting the criteria of the request; and

WHEREAS, additional townships requests may be reviewed at a later date; and

WHEREAS, the Administrative and Legislative Committee reviewed the requests and recommended the approval of ARPA funding to the townships to be used as proposed to not exceed as follows:

- Town of Harrison in the amount of \$24,600
- Town of Skanawan in the amount of \$41,500.

NOW, THEREFORE BE IT RESOLVED that the Lincoln County Board of Supervisors, authorizes designated amounts to be issued to the above townships who will provide invoices or receipts of purchase for the purpose of developing their submitted plans.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Townships must initiate all expenditures resulting from the ARPA funding by December 1, 2024.

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	Brixius			
14	Hafeman			
15	Lemke			
16	Miller			
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:

Christopher J. Marlowe
Lincoln County Clerk

Dated: February 19, 2024

Authored by: Greg Hartwig, Supervisor, District 22
Co-Sponsored by: Julie DePasse, Supervisor, District 12
Committee: Administrative and Legislative
Committee Vote: Passed on voice vote Date Passed: 02.07.24
Fiscal Impact: ARPA funds \$66,100 from the earmarked ARPA funds (\$300,000)

Drafted by: Renee Krueger, Administrative Coordinator

The Town of Harrison would like to request County ARPA funds for the replacement of the bathrooms at the Pine Lake Beach in the north part of Harrison, next to Hwy 17. The current bathrooms are getting pretty rough. Ken Wickham is included and very familiar with the project.

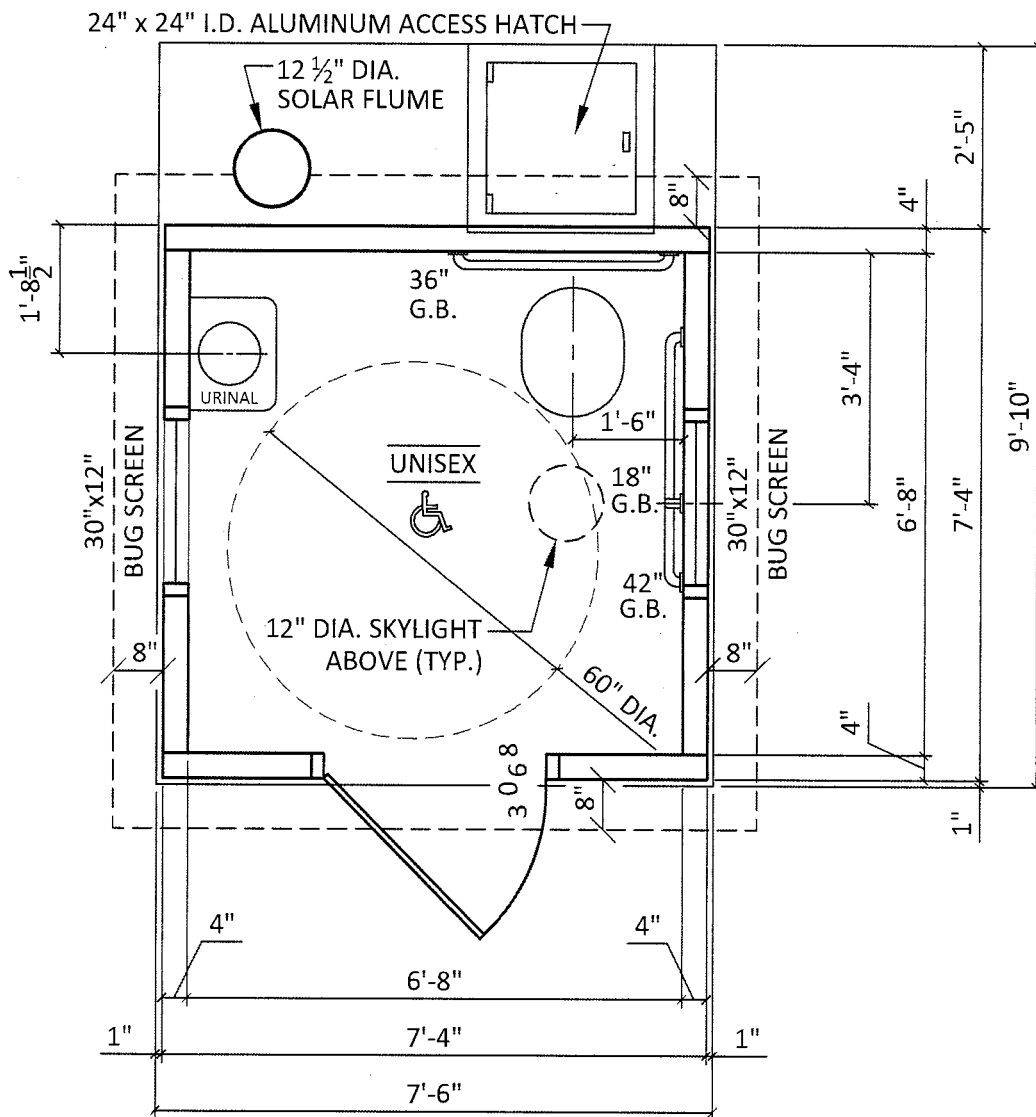
Here is a brief breakdown of the funding necessary to complete the project:

Demo:	\$5,000
Install:	\$19,350
Land Use Permit:	\$150
Sanitary Permit:	\$100

Total cost: \$24,600

Attached is some supporting information for your review. Feel free to reach out with any questions. DOT and Land Use approval have been obtained. The County Sanitary Permit is in process.

TEAL



① FLOOR PLAN
SCALE: 3/8" = 1'-0"



Floor plans are for reference only. This drawing shall not be copied or submitted to others without the consent of this company.

4154 123rd St. Chippewa Falls, WI 54729 | 715-723-7446

HUFFCUTT.COM

February 8, 2024

Renee Krueger
Administrative Coordinator
801 North Sales Street,
Suite 205
Merrill, WI 54452

RE: SKANAWAN Township ARPA Funding Request Summary

Dear Renee,

Following the approval of ARPA funding for the Township of Skanawan at the Administrative Committee meeting yesterday I thought it would be a good idea to clarify our project and the funding request prior to the County Board Meeting on February 19. The Township of Skanawan requests \$41,500 of ARPA funding to build a parking area for off road vehicles and a connecting trail for off-road vehicle use to access existing trails. This proposed project will improve off-road vehicle rider experience and reduce their use of high traffic routes such as County Highway S V and H. In addition to providing a safer route for off-road vehicles, the project will also enhance local recreational opportunities which will help increase local sales tax collections through greater local purchases of fuels, food, drinks and lodging resulting in additional growth opportunities in Skanawan and Lincoln County

The major aspects of the project are outlined below in a summary table including their estimated costs.

Information Display \$1500

\$1500 three Kiosk stations

Steven Road ROW Trail Route \$18,000

\$2,000 Document and map review
\$1,000 Route field location
\$3,000 Field surveying and route mapping
\$2,000 Permitting and NEPA review
\$6,000 Clearing and rough grading route
\$4,000 Final grading

Steven Road ROW Parking Area \$8,000

\$500 Map and field review of parking site
\$1,500 Survey of parking site
\$1,000 Permit and NEPA review
\$1,000 Clear and grub site
\$1,500 Rough grading
\$2,000 Final grading
\$500 Signage

Additional Route Reviews and Repairs \$14,000

\$4,000 Otter Lake to Maple Bear Mapping
\$10,000 Bear Trail and Cranefoot Lake Gravel

Work on this project would begin in the spring of 2024 and would be completed by the program deadline of December 31, 2026.

Sincerely;

Joe Dorava
Township Supervisor

STATE OF WISCONSIN
WISCONSIN DEPARTMENT OF TRANSPORTATION
TOWN PLAT RECORD

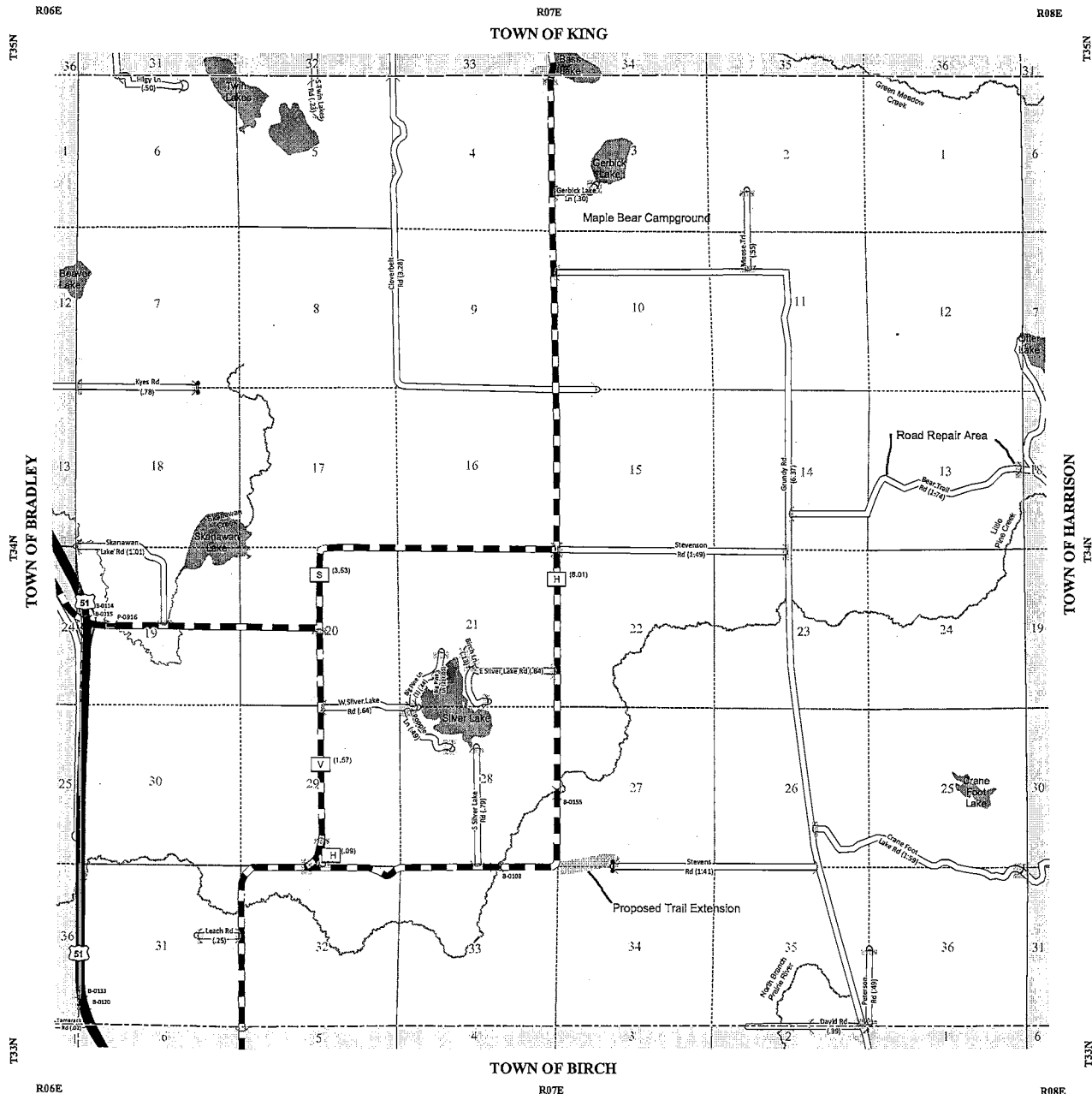
35-026

DATE	MILEAGE FOR LOCAL ROADS/STREETS	LOCAL ROADS/STREETS	
(1) 4-1-21	23.77	Certified in accordance with sec. 86.30 Wis. stat.	
(2) 1-1-22		Name:	Title:
(3) 4-1-22		Signature:	Date:

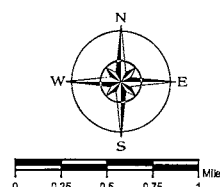
TOWN OF
SKANAWAN
COUNTY: LINCOLN

- (1) THIS DATA REPRESENTS THE LAST CERTIFIED MILEAGE AS CORRECTED BY WISDOT WHICH MAY HAVE BEEN USED FOR PAST TRANSPORTATION AIDS.
- (2) THE TOWN CHAIRMAN OR CITY/VILLAGE CLERK IS TO FILL IN THE MILEAGE TO BE CERTIFIED AS OPEN TO THE PUBLIC AS OF THE FOLLOWING JANUARY, INCLUDING THE NEW CHANGES THAT ARE MADE ON THE PLAT.
- (3) THIS DATA REPRESENTS MILEAGE ADJUSTMENTS MADE BY WISDOT DUE TO FIELD VERIFICATION, INVENTORY, ANNEXATION, ETC. TRANSPORTATION AID PAYMENTS MAY BE MADE BASED ON THIS FIGURE.

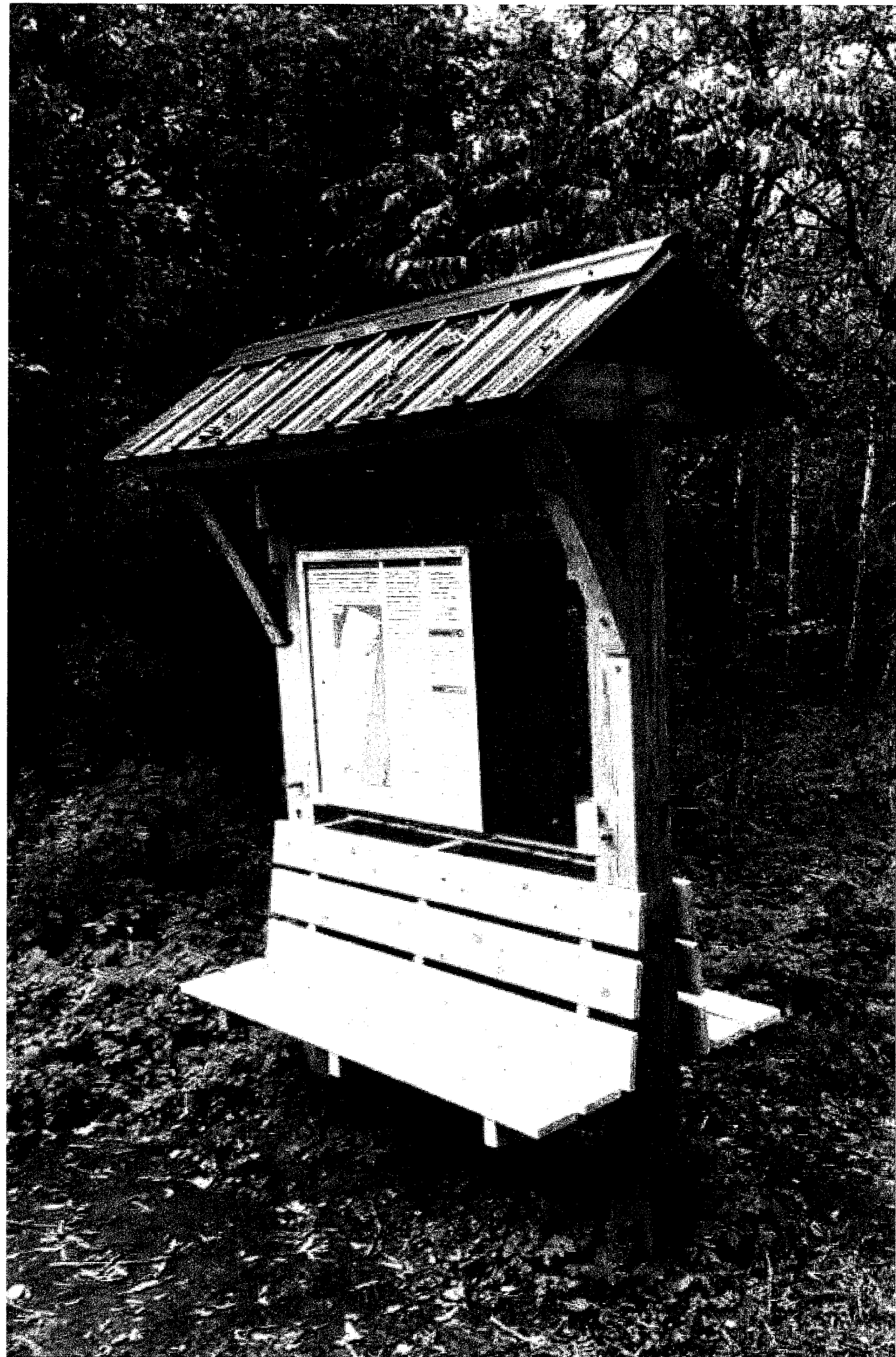
MILEAGE FOR COUNTY TRUNKS	MILEAGE FOR COUNTY OTHER ROADS
13.20	00.00



- LEGEND:**
- County Trunk Highway
 - Local Road
 - US Highway
 - State On/Off Ramp
 - State Connector
 - CVT Border
 - PLSS Border
 - Bridge
 - Gate
 - Route Identifier



The information contained on this map was created for the official use of the Wisconsin Department of Transportation (WisDOT). Any other use while not prohibited, is the sole responsibility of the user. WisDOT expressly disclaims all liability regarding fitness of use of the information for other than official WisDOT business.



Motion By:
Second By:

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

NOW, THEREFORE BE IT RESOLVED, that the Lincoln County Board of Supervisors hereby approves the 1st Amendment to Nursing Home Management Agreement and authorizes the Administrative Coordinator to sign the 1st Amendment to the Nursing Home Management Agreement on behalf of Lincoln County.

Drafted by: Karry A. Johnson, Corporation Counsel

Resolution 2019-08-38

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

Approval to Contract with North Central Health Care for the Ongoing Management of Pine Crest Nursing Home

WHEREAS, Lincoln County – along with Langlade and Marathon Counties – owns North Central Health Care, our AOD/mental health/developmental disability program provider; and

WHEREAS, North Central Health Care (NCHC), with whom we have an almost 50 year history of collaboration, manages Mount View Care Center, a 200 bed skilled nursing facility owned by Marathon County; and

WHEREAS, in May of 2019 when Lisa Gervais retired, to comply with a Wis. Admin rule requiring that every nursing home be supervised by a full-time administrator, the Pine Crest Board of Trustees approved NCHC as the Interim Administrator of Pine Crest Nursing Home (PCNH); and

WHEREAS, given the timing of this retirement, this appointment included the requirement that NCHC develop a budget (for 2020) for PCNH; and

WHEREAS, the PCNH Trustees have considered budget proposals for 2020 – one that continues the management/operations status quo which reflects a projected deficit of \$769,470 and one under which NCHC manages PCNH and trims the 2020 projected operating deficit to \$209,173; and

WHEREAS, in light of a six year history of substantial program (net operating) losses at PCNH, in order to secure the viability of our county-owned facility for county residents, it has been determined that contracting with NCHC for the ongoing management of PCNH is most advantageous to both PCNH residents and Lincoln County; and

WHEREAS, on 7/22/19, the PCNH Trustees unanimously approved the PCNH 2020 preliminary budget which is premised on NCHC assuming the ongoing management of PCNH; and

WHEREAS, at the same meeting, the PCNH Trustees unanimously voted to proceed with planning and approvals to contract with NCHC to manage PCNH going forward; and

WHEREAS, on 8/5/19, the PCNH Trustees unanimously approved contracting with NCHC for the ongoing management of PCNH via a written management agreement; and

STATE OF WISCONSIN)
) ss
COUNTY OF LINCOLN)

WHEREAS, under this management agreement, NCHC will assume the ongoing *management* responsibility for PCNH, with Lincoln County retaining ownership of the facility and its' capital/fixed assets; and

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:

WHEREAS, the management agreement will be developed by the Trustees, county administration/finance/legal staff (and NCHC management) consistent with County Board budget parameters; and

NOW, THEREFORE BE IT RESOLVED, that Lincoln County Board of Supervisors does hereby authorize a management agreement with NCHC for the ongoing management of PCNH.

Christopher J. Marlowe
County Clerk

Dated: August 20, 2019

Introduced by: Administrative & Legislative Committee; Finance Committee (based on PCNH Trustees action)
A & L Committee passed (7-0) on 8/7/19
Finance Committee passed (5-0) on 8/9/19

Fiscal Impact: The fiscal impact will result in an operating income savings of roughly \$500,000 in the first year; annual budgets will follow county budgeting protocols/approvals

Drafted by: Jason Hake, Administrative Coordinator (Consistent with Pine Crest Board of Trustees action)

1st AMENDMENT TO NURSING HOME MANAGEMENT AGREEMENT

WHEREAS, Lincoln County and North Central Health Care (“NCHC”), collectively referred to as the “Parties”, entered into a Nursing Home Management Agreement (“Agreement”) on or around 1st day of January, 2020; and

WHEREAS, by virtue of the Agreement, NCHC has assumed management and operations of Pine Crest Nursing Home (“Pine Crest”) beginning January 1, 2020; and

WHEREAS, Lincoln County is currently in contract negotiations with a private entity for the sale and transfer of Pine Crest; and

WHEREAS, at the time the Nursing Home Management Agreement was negotiated with NCHC, Lincoln County did not contemplate the potential future sale and transfer of Pine Crest to an unrelated 3rd party buyer and, as a result, it transferred certain property and rights to NCHC that are now instrumental in its bargaining and negotiations with the 3rd party buyer; and

WHEREAS, at the time the Nursing Home Management Agreement was negotiated with NCHC, the Agreement did not provide for early termination of the Agreement by mutual agreement of the parties; and

WHEREAS, in addition, the Agreement did not contemplate early termination in the event of sale and transfer of Pine Crest to an unrelated 3rd party buyer; and

WHEREAS, given the close partnership between Lincoln County and NCHC, NCHC’s continued dedication and commitment to serving its county partners, and the Parties’ mutual resolve to remove any barriers and hindrances that could obstruct or delay the sale and transfer deemed beneficial to Lincoln County, the Parties mutually agree to amend the Agreement in order to help facilitate the sale and transfer of Pine Crest and to allow early termination conditioned upon successful sale; and

NOW, THEREFORE, in consideration of the above premises, the mutual promises and covenants of the Parties set forth herein, and for other good and valuable consideration the receipt of which are hereby acknowledged, the Parties agree as follows:

Obligations of NCHC

1. Upon sale of Pine Crest or mutual agreement for termination of the Nursing Home Management Agreement, NCHC shall transfer all equipment and personal property on Pine Crest premises to Lincoln County or 3rd party buyer at Lincoln County’s direction.
2. NCHC shall revise NCHC’s sick leave policy as it pertains to Pine Crest employee accrued sick leave bank, which revision shall be contingent upon approval of this amendment by the Lincoln County Board of Supervisors, and which revision shall provide for payout of accrued sick leave benefits to all employees whose sick leave benefits have not yet been vested under the condition that the employee remains employed with the 3rd party buyer of Pine Crest for six (6) months following the date of transfer.

3. Upon sale and transfer of Pine Crest to 3rd party buyer, NCHC shall not offer sick leave benefit payout to any former NCHC employee that fails to remain employed by the 3rd party buyer for six (6) months following the date of transfer.
4. NCHC shall not actively solicit any employee of Pine Crest for six (6) months following the sale and transfer to 3rd party buyer but shall be permitted to hire, at its discretion, those individuals or positions that separate employment from, or are deemed surplus to requirement by, the 3rd party buyer.
5. NCHC shall waive early notice of termination in the event of sale or transfer of Pine Crest to a 3rd party buyer.
6. NCHC shall continue to manage and operate Pine Crest until the sale and transfer to 3rd party buyer is finalized and, during the interim period until the transfer is complete, shall adhere to service and quality expectations in accordance with requirements of the Agreement and with commonly accepted standards within the nursing home industry. Furthermore, NCHC shall refrain from, and indemnify Lincoln County for damages resulting from, any gross negligence in operations or any other intentional and malicious conduct that would result in harm to Lincoln County.
7. In the event of mutual termination of Agreement, even in absence of a sale and transfer to 3rd party buyer, NCHC shall transfer all employees back to Lincoln Co. and, dependent on the future timing of any such mutual termination, if applicable, shall offer employee incentives as described in Paragraphs 2-4 above.

Obligations of Lincoln County

1. Pine Crest shall indemnify and compensate NCHC, via a lump sum cash payment, for all losses associated with the management and operation of Pine Crest, encompassing depreciation of equipment and other personal property, as well as the payout of sick leave benefits. Additionally, Lincoln County commits to being responsible for any supplementary compensation for losses should the sale or transfer to a third party not be completed, and the management company is required to continue operations beyond calendar year 2024.
2. Lincoln County's obligation to compensate and indemnify NCHC for losses, as described in the aforementioned paragraph, shall be applicable to management operations from calendar year 2023 onwards until the cessation of NCHC's management resulting from the sale and transfer to 3rd party buyer. However, Lincoln County shall not be obligated to make a lump sum payment for losses incurred in calendar years 2020 and 2021. Instead, the negative fund balance for these years will be netted against Lincoln County's Wis. Stat. §§ 51.42 & 51.437 fund balance. Lincoln County agrees to collaborate with NCHC

in developing a comprehensive plan aimed at reaching fund level balance as provided in North Central Health Care's fund balance policy.

Other Miscellaneous Agreements and Obligations Between the Parties

1. The "Obligations" of the Parties, as outlined above, shall remain binding on the parties in the event of a mutual termination of the Agreement even in the absence of a sale and transfer of Pine Crest to a 3rd party buyer.
2. Except as set forth in this amendment, the Agreement is unaffected and shall continue in full force and effect, and remain binding on the parties, in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment shall control.

NORTH CENTRAL HEALTH CARE

LINCOLN COUNTY

By: Gary D. Olsen

By: Renee Krueger

Motion By:

Second By:

Resolution 2024-02-08

Authorizing Solid Waste Employees to Receive Annual Stipend for Personal Protection Equipment

WHEREAS, Landfill employees work in an environment where they are exposed to risks to include but not limited to operating heavy equipment, waste exposure and extreme weather conditions;

WHEREAS, as a result of the working conditions, employees are required to wear safety footwear and other cold weather gear; and

WHEREAS, per Lincoln County Policy, employees with similar requirements receive annual stipends to purchase necessary safety equipment; and

WHEREAS, the Solid Waste Budget contains funds for Safety Training that could be applied.

NOW, THEREFORE BE IT RESOLVED, Lincoln County Board of Supervisors authorize employees required to work in the landfill to receive an annual stipend of \$250.00 consistent with Lincoln County Procedures.

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	Brixius			
14	Hafeman			
15	Lemke			
16	Miller			
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:

Christopher J. Marlowe
Lincoln County Clerk

Dated: February 19, 2024
Authored by: Julie DePasse, Supervisor, District 12
Co-Sponsored by: Greg Hartwig, Supervisor, District 22
Committee: Solid Waste
Committee Vote: Passed on voice vote Date Passed: 01.18.24

Committee: Administrative & Legislative
Committee Vote: Passed on voice vote Date Passed 02.07.24

Fiscal Impact: 3 X \$250 = \$750.00 annually to be absorbed in safety funds from Solid Waste budget and paid in March of 2024 and in subsequent years annually in January’s second paycheck.

Drafted by: Keith Cohrs

Motion By:
Second By:

Resolution 2023-02-09

Approval of Asset Purchase Agreement between Lincoln County and Merrill Campus, LLC & Senior Management, Inc.

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

WHEREAS, Pine Crest Nursing Home Ad Hoc Committee was created in 2022 for the purpose of studying Pine Crest Nursing home and its financial condition, which study resulted in a need for Lincoln County to either sell the Nursing Home or to increase tax levy to fund the needed operations and maintenance sufficiently to continue operations; and

WHEREAS, it was determined that Lincoln County would contract with a broker to ascertain if there was an interest in purchasing the Pine Crest Nursing Home by an individual or entity who would continue to operate it as a skilled nursing facility; and

WHEREAS, at the June 28, 2023 Administrative & Legislative Committee meeting, the Committee agreed to contract with broker, Marcus & Millichap, for purposes of marketing Pine Crest Nursing Home to find qualified prospective purchasers for Pine Crest Nursing Home; and

WHEREAS, an Offer to Purchase/Asset Purchase Agreement was received in November 2023 for the purchase of Pine Crest Nursing Home and since that time, negotiations for a potential contract have been on-going; and

WHEREAS, a finalized Asset Purchase Agreement was presented to the Administrative & Legislative Committee for consideration on February 12, 2023; and

WHEREAS, the proposed Asset Purchase Agreement from Merrill Campus LLC & Senior Management, Inc., proposes purchase of the Pine Crest Nursing Home and Health & Human Services Building and adjacent land for a total purchase price of \$8.5 million; and

STATE OF WISCONSIN)
COUNTY OF LINCOLN) ss

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:

WHEREAS, as part of the Asset Purchase Agreement, Lincoln County would finance \$2 million of the purchase price through a 5 year note with interest at the rate of 4.5% per annum; and

WHEREAS, Purchaser and Lincoln County would execute a Lease for the Health & Human Services Building for a 5 year term, that would allow all current occupancies (Lincoln County departments and tenants) the ability to remain in their current occupied spaces; and

Christopher J. Marlowe
Lincoln County Clerk

WHEREAS, the Purchaser owns other skilled nursing facilities in the State of Wisconsin and has expressed its intent to continue to operate Pine Crest Nursing Home as a skilled nursing facility, with the further intent to keep both residents and employees at the facility; and

WHEREAS, the Pine Crest Nursing Home and its staff has a distinguished history of providing quality long-term and recuperative health care services to the citizens of Lincoln County, and the Lincoln County Board of Supervisors believes the sale of the skilled nursing facility to Merrill Campus, LLC and Senior Management, Inc., will allow that level of service to continue to the residents of Lincoln County.

NOW, THEREFORE BE IT RESOLVED, that the Lincoln County Board of Supervisors hereby approves the Asset Purchase Agreement for the sale of the Pine Crest Nursing Home, Health & Human Services Building and adjacent land, all as described in the Asset Purchase Agreement, to Merrill Campus, LLC & Senior Management, Inc., for the total purchase price of \$8.5 million dollars and on the terms and conditions as set forth in the Asset Purchase Agreement.

BE IT FURTHER RESOLVED, that the Lincoln County Board of Supervisors directs the County Board Chair and County Clerk to sign the Asset Purchase Agreement, and further directs Corporation Counsel and the Administrative Coordinator to continue to work with Purchaser to finalize the Agreement and bring the sale to Closing as provided for in the Agreement.

Dated: February 19, 2024

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

Co-Sponsored by: Supervisors Don Friske (Dist. 9), Jesse Boyd (Dist. 10), Angela Cummings (Dist. 20)

Committee: A&L Committee

Committee Vote: Passed - Voice Vote

Date Passed: February 12, 2024

Fiscal Impact:

Drafted by: Karry A. Johnson, Corporation Counsel

ASSET PURCHASE AGREEMENT

by and between

Lincoln County

"Seller"

And

Merrill Campus, LLC a Wisconsin limited liability company and
Senior Management, Inc. a Minnesota Corporation

"Purchaser"

Dated as of: November 1, 2023

EXHIBITS

- A. Legal Description of Land
- B. Allocation of Purchase Price
- C. Due Diligence Materials
- D. Permitted Exceptions
- E. Form of Assignment and Assumption Agreement
- F. Form of FIRPTA Affidavit
- G. Lease for Health & Human Services (HHS) Building
- H. EMG Facility Condition Assessment dated 1/8/2020
- I. Bill of Sale
- J. Power Equipment Inventory for Pine Crest Nursing Facility

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** ("APA" or "Agreement"), shall be effective as of the date of the last signature below (the "Effective Date"), by and among Lincoln County, a municipal corporation organized under the laws of the State of Wisconsin ("Seller"), and Merrill Campus, LLC a Wisconsin limited liability company ("Real Estate Purchaser") and Senior Management, Inc. ("Personal Property Purchaser"), collectively referred to as the ("Purchaser").

NOW THEREFORE, in consideration of the mutual covenants and provisions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually covenant and agree as follows:

1. **Sale of Real and Personal Property; Assumption of Liabilities; Excluded Assets.**

A. **Real Property.** Seller shall sell to Real Estate Purchaser the real estate with all improvements and fixtures thereon commonly known as the Pine Crest Nursing Home ("Nursing Home Facility"), located at 2100 E. 6th Street, Merrill, Wisconsin, 54452, and the Health & Human Services Building (HHS Building), located at 607 N. Sales Street, all as described in more detail in Exhibit A, Lincoln County Certified Survey Map No. 567607, Recorded on December 7, 2023 (collectively, "The Real Property"). Seller shall convey, assign, deliver and transfer to Purchaser, free and clear of all claims, liens, deeds of trust, mortgages, encumbrances, security interests and/or easements or restrictions, excepting only any easements, restrictions or rights-of-way of record, (collectively, "Exceptions") and except for Permitted Exceptions (as herein defined), and Purchaser hereby agrees to purchase, acquire, accept and assume, upon the terms and conditions hereinafter set forth, all of Seller's right, title and interest in and to the Real Property.

B. **Personal Property.** Seller shall sell to Personal Property Purchaser all assets of Seller other than the Excluded Assets (as herein defined), including but not limited to all of the tangible and intangible assets which comprise or are used or are held for use in connection with or are necessary to the operation of the business at the Nursing Home Facility. The Personal Property includes, but is not limited to, the following:

- (i) All items of personal property and fixtures, systems and equipment, computers, attached or appurtenant to, located on or used in connection with the ownership, use, operation or maintenance of the Nursing Home Facility;
- (ii) The Toyota Transport Van – 2013 Toyota van – white,
VIN: 5TDZK3DC8DS351927;

- (iii) The Short bus – 2019 FRRV bus white, VIN: 1FDES8PV6KKA50050;
- (iv) The lawnmower and snow blower (as identified in Exhibit J); carpet cleaner, kitchen equipment, and generators;
- (v) Any unpaid award for any taking by condemnation or any damage to the Real Property by reason of a change of grade of any street or highway;
- (vi) All easements, licenses, rights and appurtenances relating to any of the foregoing;
- (vii) Any intangible property of Seller;
- (viii) The Warranties (as herein defined);
- (ix) The Permits (as herein defined);
- (x) The name of the Pine Crest Nursing Home, and all of the goodwill symbolized and associated with such name, and any other assets of the Seller located at or used in connection with the Nursing Home Facility, including but not limited to, phone numbers, fax numbers, domain name pinecrestmerrill.com except for herein identified Excluded Assets.
- (xi) The nursing care beds for which the Nursing Home Facility is licensed and certified.

Collectively, the Real Property and Personal Property shall be referred to as the “Purchased Assets”.

C. Assumption of Liabilities. Except as specifically and unambiguously set forth herein or in the Other Documents (as defined herein) to the contrary, Purchaser shall not assume and shall not be liable, and Seller shall retain and remain liable, for any debts, liabilities or obligations of any kind or nature, at any time existing or asserted, whether or not accrued, whether fixed, contingent or otherwise, whether known or unknown, arising out of this or any other transaction or event, including, but not limited to the following:

- (i) liabilities or obligations of Seller to any of its creditors, shareholders or owners;
- (ii) liabilities or obligations of Seller with respect to any acts, events or transactions occurring prior to the Closing Date;
- (iii) liabilities or obligations arising under any contracts relating to any supplies or services provided to the Nursing Home Facility;
- (iv) liabilities or obligations arising or relating to the operations of the Nursing Home Facility prior to the Closing Date;
- (v) liabilities or obligations of Seller for any federal, state, county or local taxes applicable to or assessed against Seller or the assets or business of Seller;
- (vi) any contingent liabilities or obligations of Seller, whether known or unknown by Seller and/or Purchaser or accrued sick pay and PLT, or other benefits of the nursing home employees. Unless specifically and unambiguously set forth herein to the contrary, Purchaser is not the successor to liability of Seller and is not herein assuming any liability

arising from, out of, or relating to, Seller's ownership of the Purchased Assets or Excluded Assets or the conduct of the business at the Nursing Home Facility prior to the Closing Date. Purchaser does not assume any payable of Seller, governmental claim or charge, malpractice, professional liability, resident rights violations, or violations of employee rights or contracts, whether such claims arise in law, equity, in tort, contract, from statute, common law, or from any other source or precedent. At Closing, Personal Property Purchaser may elect to receive a credit towards the Purchase Price and be assigned the balances due and owed the employees for sick pay and PLT. In the event this election is made by the Personal Property Purchaser, the Personal Property Purchaser shall provide the Sick pay balances and the PLT balances to the Employees who have accrued them.

(vii) The Seller shall direct North Central Health Care, who is responsible for the operation of the Pine Crest Nursing Home during Seller's ownership of the facility, to complete the 2024 Medicaid cost report using their data and expenses for the time period of their ownership in year 2024, so long as the same is permissible under state and federal law and regulations, and by any due date provided under such laws and regulations.

D. Excluded Assets. Seller shall retain the following assets (the "Excluded Assets"), which shall not be included in the definition of the "Purchased Assets" under this Agreement:

- (i) Seller's rights arising under this Agreement or under any other agreement between Purchaser and Seller;
- (ii) all cash, cash equivalents, accounts receivable, reimbursements or short-term investments received by or due to Seller for its operations as of the Closing Date;
- (iii) all rights to refunds from whatever source including, without limitation, for taxes, fees, assessments and charges and those arising out of retrospective premium adjustments under insurance policies covering the Nursing Home Facility or the operations thereof for periods ending prior to the Closing Date;
- (iv) all casualty, general liability and other insurance policies which cover Seller, the Nursing Home Facility or the operations thereof, or the HHS Building;
- (v) corporate organizational documents, minute books, tax records and seals;
- (vi) those rights relating to deposits and prepaid expenses and claims for refunds, and rights to offset in respect thereof;
- (vii) all rights arising under any contracts relating to any supplies or services provided to the Nursing Home Facility and the HHS Building, unless such contracts are expressly assigned to Purchaser by a separate written assignment;
- (viii) any and all books and records not related to any of the Purchased

Assets;

- (ix) all personal property owned by the Seller that is used in the operation of the Health Department and Department of Social Services (DSS), and related departments in the HHS Building, and not used in the operation of the Nursing Home Facility;
- (x) all personal property owned by the tenants of the Seller who currently occupy space in the HHS Building;
- (xi) all tools personally owned by Lincoln County maintenance staff that may be on the HHS or Nursing Home Facility premises, and all Seller-owned Milwaukee battery-operated power tools;

2. **Purchase Price; Closing Procedure.**

A. **Purchase Price.** The purchase price for the Purchased Assets (the "Purchase Price") is Eight Million Five Hundred Thousand and 00/100 Dollars (\$8,500,000.00) subject to adjustment and prorations as set forth herein. The Purchase Price shall be allocated as set forth in Exhibit B attached hereto to be agreed upon prior to Closing. Each party agrees to file separately Form 8594 (only if so required by law) with its federal income tax return, consistent with such allocation for the tax year in which the Closing occurs. No party shall take a position on any income, transfer, gains or other tax return, or before any federal, state or local governmental or quasi-governmental authority or in any judicial proceeding that is in any manner inconsistent with the terms of any such allocation.

B. **Payment of Purchase Price.** Payment of the Purchase Price shall be made as follows:

(i) An earnest money deposit ("Initial Deposit") in an amount equal to Ten Thousand and 00/100 Dollars (\$10,000.00) was previously delivered by Purchaser to Purchaser's attorney, Richard J. Summerfield/Kostner Kostner & Summerfield, S.C., which upon execution of this Agreement, will be forwarded to Knight Barry Title Services, LLC, Merrill, Wisconsin, as escrow agent (the "Escrow Agent"). The Initial Deposit shall be held in escrow in an interest bearing account for the benefit of Buyer. Pursuant to the terms of the August 18, 2023 Letter of Intent (LOI) from Purchaser, this Initial Deposit is non-refundable.

(ii) An additional earnest money deposit ("Additional Deposit") in an amount equal to One Hundred Thousand and 00/100 Dollars (\$100,000.00) shall be delivered to Knight Barry Title Services, LLC, Merrill, Wisconsin, the Escrow Agent, within five (5) days of the execution of this Agreement. Upon expiration of the Commercial/Legal Due Diligence Period (as defined herein), the Additional Deposit shall be nonrefundable, except for either contingency that Purchaser cannot procure licenses, certifications and/or permits as set forth in paragraph 5A below to operate a 120 bed certified

skilled nursing facility or the Lincoln County Board of Supervisors does not approve this agreement on or before its regularly scheduled March 2024 county board meeting, or any special county board meeting in March 2024.

(iii) At the Closing, an amount, subject to adjustment or withholding pursuant to the terms of this Agreement, equal to the Six Million Five Hundred Thousand Dollars (\$6,500,000.00) less the Initial Deposit and Additional Deposit, shall be deposited with the Title Company by immediately available funds.

(iv) The balance of the Purchase Price, consisting of Two Million Dollars (\$2,000,000.00) shall be in an installment sale, which shall be secured by a 2nd mortgage on the Real Property, behind the primary financing of the Real Estate Purchaser, and shall contain the following terms and conditions:

- a. 59 Monthly payments of \$12,652.99, commencing 30 days after closing, plus a 60th and final balloon payment of \$1,666,652.61 to be the entire balance then due.
- b. Interest rate on any balance due and owing shall accrue interest at a rate of 4.5% per annum.
- c. The term of the Seller financing shall be for 5 years.

C. Closing Procedure. Prior to the Closing Date, Purchaser and Seller shall provide to the Title Company escrow instructions to open an escrow for the consummation of the sale of the Purchased Assets to Purchaser pursuant to the terms of this Agreement and in accordance with the general provisions of the escrow instructions provided to the Title Company by Purchaser and Seller at or prior to Closing. Provided that all conditions to the Closing set forth in this Agreement have been satisfied or, as to any condition not satisfied, waived by the party intended to be benefited thereby, on the Closing Date, the Title Company shall conduct the Closing by recording or distributing the following documents and funds in the following manner:

(i) Record the Deed in the official records of the county in which the Real Property is located;

(ii) Deliver to Purchaser all documents that are required to be delivered by Seller to Purchaser pursuant to Section 5A hereof (to the extent the same shall be delivered to Title Company at or prior to the Closing);

(iii) Deliver to Seller all documents that are required to be delivered by Purchaser to Seller pursuant to Section 5B hereof (to the extent the same shall be delivered to Title Company at or prior to the Closing); and

(iv) Deliver the Purchase Price to Seller or Seller's designee by wire transfer of immediately available funds.

D. Allocation of Purchase Price. The allocation of the Purchased Assets shall be as follows as shown on Exhibit B.

3. Time and Place of Closing. The closing of the transactions contemplated hereby (the "Closing") shall take place on June 30, 2024 at 11:59 pm., with the Buyer commencing operations and ownership on July 1, 2024 at 12:00am., subject to the satisfaction of the closing conditions set forth in Section 5 below, provided that Personal Property Purchaser has received all governmental licenses and approvals necessary to operate the Nursing Home Facility as presently operated. In the event such approvals are not obtained by Personal Property Purchaser, despite timely and complete application by Purchaser for such licenses, this Agreement shall be deemed cancelled and the Additional Deposit returned to Purchaser. Purchaser shall apply for such licenses within 30 days of signing this Agreement (the "Effective Date"). In the event Purchaser does not timely apply for such license(s) or fails to exercise due diligence in the completeness and timeliness of such application, Purchaser shall forfeit the Additional Deposit, plus any accrued interest, to Seller.

4. Due Diligence; Title and Survey; Title Defects.

A. Due Diligence Periods; Site Inspection.

(i) Financing Due Diligence is completed. Financing Due Diligence commenced August 25, 2023 and concluded Monday, October 23, 2023. There is no Financing Contingency.

(ii) Purchaser shall have until **March 1, 2024** to complete its Commercial/Legal Due Diligence review of the Facility (hereinafter the "Due Diligence Period"). Purchaser (and its agents and lender) shall have the right, at reasonable times and on reasonable prior notice to Seller, to enter upon the Property to conduct such inspections, investigations, tests and studies as Purchaser shall deem necessary, including, without limitation, environmental site assessments, engineering tests and studies, physical examinations of the Property, due diligence investigations and feasibility studies. To the extent Purchaser hires any third party site inspectors, engineers or other parties that will invasively inspect and/or test the Property, Purchaser will first ensure that such third party(ies) have adequate insurance covering any potential damage done to the Property as a result of such inspection/testing. During the Due Diligence Period, Purchaser shall also have the right to tour the Nursing Home Facility, to review the books and records related to the financial condition and the operations thereof and to observe the day-to-day operations and management thereof. This Agreement shall be subject to the condition that Purchaser shall be satisfied with the physical and environmental condition of the Property and all improvements thereon. If Purchaser shall not be so satisfied and Purchaser notifies Seller thereof in writing on or prior to the end of the Due Diligence Period that it elects to terminate this Agreement, this contract shall be null and void. If Purchaser fails to give such notice to

Seller, it shall be conclusively presumed that Purchaser is satisfied with its due diligence review and this contingency shall be deemed satisfied, and this contract shall continue in full force and effect.

B. Due Diligence Materials. Seller shall deliver to Purchaser copies of all of the Due Diligence Materials. "Due Diligence Materials" shall mean the items listed on Exhibit C.

C. Title and Survey.

(i) If available, Seller shall provide its most current title insurance policy for the Property (the "Existing Title Policy"). Within ten (10) days following the Effective Date, Seller shall order, at Seller's expense (but all lender required endorsements shall be paid by Purchaser), from the Title Company a commitment (the "Title Commitment") for an ALTA owner's title insurance policy in an amount equal to the Purchase Price (the "Title Policy"), dated or updated to the Closing Date, insuring or committing to insure, at its ordinary premium rates, Purchaser's good and marketable title in fee simple to the Property subject only to the Permitted Exceptions and shall include extended coverage over General Exceptions 1 through 5 inclusive, as well as such additional endorsements requested by Purchaser, at Purchaser's sole expense, including (A) unconditional Comprehensive Endorsement No. 1 (the "Comprehensive Endorsement"), (B) survey endorsement, (C) ALTA Endorsement Form 3.1 endorsement (including compliance with parking requirements) which must specifically state that the use of the Nursing Home Facility and the Land are "permitted uses" under the governing zoning ordinance, (D) location endorsement, (E) access endorsement, (F) one tax parcel endorsement, (G) if the Land consists of more than one subparcel, contiguity endorsement, (H) environmental lien endorsement, and (I) such other endorsements as Purchaser may reasonably require (items (A) through (I) collectively referred to herein as the "Title Endorsements").

(ii) Exhibit A to this Agreement is the Certified Survey Map No. 567607, Recorded with Lincoln County Register of Deeds on December 7, 2023, which satisfies Purchaser's requirement for a survey as a part of this Agreement.

(iii) Seller agrees to convey the Property, and Purchaser agrees to purchase the same, free and clear of all liens and encumbrances other than the Permitted Exceptions. As used in this Agreement, the term "Permitted Exceptions" shall mean all matters set forth on Exhibit D hereto if acceptable to Purchaser, and any other liens and encumbrances accepted or deemed accepted by Purchaser hereunder as well as any easements, restrictions or rights-of-way of record.

- D. Title Defects. If the commitment for title insurance reveals any defects in title, which in Purchaser's reasonable discretion are material and do not constitute Permitted Exceptions, Purchaser shall notify Seller in writing within five (5) days after delivery of the commitment specifying the defects and unacceptable title conditions. Seller shall have thirty (30) days after receipt of such notice to cure any defects or conditions, and will in good faith exercise due diligence to do so; provided, however, Seller shall not be required to quiet title or take similar legal action or to pay any sum of money to remedy such condition. If any such defects or conditions are not cured within said thirty (30) day period, the Purchaser shall have the right, as Purchaser's sole remedy, to either pay the balance of the Purchase Price notwithstanding the defects and accept conveyance subject to such defect or condition, or notify Seller that Purchaser has terminated this Agreement and the Additional Deposit paid by Purchaser, plus any accrued interest, shall be promptly refunded to Purchaser. In the event that any such defect or condition exists, the date of closing may be extended for a period sufficient to allow Seller to remedy such defect or condition.

5. Conditions to Closing.

A. Purchaser's Conditions. Purchaser's obligation to consummate the transactions contemplated in this Agreement and pay the Purchase Price and accept title to the Property shall be subject to the following conditions precedent on and as of the Closing Date or the waiver thereof by Purchaser, which waiver shall be binding upon Purchaser only to the extent made in writing on or prior to the Closing Date.

(i) Possession of the Property shall be delivered to Purchaser free and clear of all tenancies and other occupancies (other than any occupancy rights of any residents of the Nursing Home Facility and existing leases for tenants of the HHS Building, as detailed in the Lease attached as Exhibit G), and the Purchased Assets shall be delivered to Purchaser free and clear of Exceptions except for Permitted Exceptions.

(ii) Seller shall deliver to Purchaser or, if applicable, to the Title Company to be held in escrow in accordance with the terms of this Agreement, on or before the Closing Date the following, each of which shall be in form and substance required herein or as otherwise reasonably satisfactory to Purchaser:

- (1) A Warranty Deed for the Real Property (the "Deed");
- (2) A bill of sale for the Real Property, in substantially the form annexed hereto as Exhibit I (the "Bill of Sale");
- (3) An affidavit of title and such other affidavits as may be

required by the Title Company in connection with the conveyance of the Property;

- (4) Counterpart signature pages to this Agreement and each of the Other Documents duly executed and acknowledged by Seller;
- (5) An assignment by Seller, in substantially the form annexed hereto as Exhibit E (the "Assignment and Assumption Agreement"), of all of Seller's right, title and interest in, to and under:
 - (A) the Warranties (as defined below in clause (ii)(6));
 - (B) the Permits (as defined below in clause (ii)(7)); and
 - (C) any other of the Purchased Assets, the nature of which requires an assignment to be effectively transferred to Purchaser, including without limitation, the intangible property sold by Seller;
- (6) Copies of all guaranties or warranties then in effect, if any, with respect to the Real Property and the Personal Property to the extent assignable (the "Warranties");
- (7) Copies of all licenses, permits, certificates of occupancy and accreditations issued by any federal, state, municipal or local governmental authority relating to the occupancy or ownership of the Land and Improvements, including the Nursing Home Facility running to, or in favor of, Seller, to the extent legally assignable (including all modifications thereto or renewals thereat) (collectively, the "Permits");
- (8) A complete set of keys for the Nursing Home Facility, HHS Building and any other structures or buildings on the Real Property, appropriately tagged for identification;
- (9) The Foreign Investment in Real Property Tax Act affidavit in substantially the form -annexed hereto as Exhibit F;
- (10) A form 1099 identifying Seller's gross proceeds (if required by law) and Seller's tax identification number, as required by the Title Company;
- (11) Certificates, in form and substance reasonably acceptable to Purchaser, of a duly authorized officer of Seller or of its

managing constituent to the effect that the representations and warranties of Seller set forth in this Agreement are true and complete on and as of the Closing Date;

- (12) A copy of the resolution from the governing body of Seller, dated on or prior to the Closing Date, to the effect that (A) Seller has all requisite power and authority to perform the terms of this Agreement, (B) this Agreement (and all documents to be executed and delivered pursuant hereto (the "Other Documents")) have been duly authorized, executed and delivered by Seller pursuant to all necessary resolutions or consents of the appropriate governing body of Seller, (C) the executing persons are fully authorized to act on behalf of Seller or its shareholders, members or directors, as applicable.
- (13) A lease for the HHS Building which will continue to be occupied by Seller and Seller's current tenants (as sub lessees of Seller) for a term of five (5) years, such lease being attached as Exhibit G (the "Lease");
- (14) Such other customary closing documents required in Lincoln County, Wisconsin, including any real estate transfer tax forms.
- (iii) Purchaser shall have obtained licenses (the "Licenses") from the Wisconsin Department of Health Services (DHS), as well as all approvals necessary for it to continue the operations of the Nursing Home Facility.
- (iv) There shall have been no materially adverse matters disclosed on the Phase I environmental study ordered by Purchaser or their lender, if any.
- (v) On the Closing Date there shall not be any lawsuits filed or threatened against either Seller or the Nursing Home Facility that would adversely affect the operation or financial condition of the Nursing Home Facility; nor shall there be any actions, suits, claims or other proceedings, pending or threatened, or injunctions or orders entered, pending or threatened against any of Seller or the Nursing Home Facility, to restrain or prohibit the consummation of the transactions contemplated hereby.
- (vi) Except as otherwise provided in this Agreement, from the date hereof until the Closing Date, there shall have been no material and adverse change in the condition of the Purchased Assets (or any

portion thereof).

- (vii) Purchaser shall have received the Title Policy as required under Section 4C.
- (viii) Except as otherwise provided in this Agreement, as of the Closing, the Nursing Home Facility shall be in compliance in all material respects with all Applicable Laws.
- (ix) The representations and warranties of Seller contained in this Agreement shall be true and complete as of the Closing Date.
- (x) Seller shall otherwise be in compliance with all terms, conditions, covenants and provisions of this Agreement.

B. Seller's Conditions. Seller's obligation to consummate the transactions contemplated in this Agreement and deliver title to the Property shall be subject to the following conditions precedent on and as of the Closing Date to the reasonable satisfaction of Seller or the waiver thereof by Seller, which waiver shall be binding upon Seller only to the extent made in writing and dated as of the Closing Date.

- (i) Purchaser shall have delivered the Initial Deposit and the Additional Deposit as provided for in Section 2B(i) and (ii) to the Title Company/Escrow Agent.
- (ii) Purchaser shall deliver the balance of the Purchase Price, subject to prorations as provided herein, to Seller.
- (iii) Purchaser shall deliver the following:
 - (1) certificates of a duly authorized officer of Purchaser or of its managing constituent, dated the Closing Date, to the effect that (A) Purchaser has been duly organized and is validly existing in good standing under the laws of the State of Wisconsin and is authorized to do business in the State in which the Property is located, (B) Purchaser has all requisite power and authority to perform the terms of this Agreement, (C) this Agreement and the Other Documents have been duly authorized, executed, and delivered by Purchaser pursuant to all necessary resolutions or consents of the appropriate governing body of Purchaser, true and complete copies of which shall be attached to said certificate, and said consents remain in full force and effect, (D) appearing on said certificate are the true signatures of all persons who have executed this Agreement and the Other Documents on behalf of Purchaser and (E) the executing persons are fully

authorized to act on behalf of Purchaser or its constituent partners or members, as applicable;

- (2) a certificate of a duly authorized officer of Purchaser to the effect that the warranties and representations of Purchaser set forth in this Agreement are true and complete on and as of the Closing Date;
- (3) counterpart signature pages to this Agreement and each of the Other Documents as applicable, duly executed and acknowledged by Purchaser, as and to the extent herein provided;
- (iv) The representations and warranties of Purchaser contained in this Agreement shall be true and complete as of the Closing Date; and
- (v) Purchaser shall otherwise be in compliance with all terms, conditions, covenants and provisions of this Agreement.
- (vi) The Lincoln County Board of Supervisors approves this agreement on or before its regularly scheduled March 2024 county board meeting, or any special county board meeting held during or before March 2024.

C. Conditions Generally. The foregoing conditions are for the benefit only of the party for whom they are specified to be conditions precedent and such party may, in its sole discretion, waive any or all of such conditions and proceed with the Closing under this Agreement without any increase in, abatement of or credit against the Purchase Price, provided that such waiver is in writing and duly executed by such party. Notwithstanding anything to the contrary set forth in this Agreement, if Purchaser and Seller close the transaction contemplated herein despite any conditions precedent remaining unsatisfied, then Purchaser and Seller, as applicable, shall be deemed to have waived any right to object to Closing with respect to such unsatisfied conditions precedent, and no additional written document to such effect shall be required.

6. **Apportionments: Post-Closing.**

A. Closing Prorations. All items of income and expense relating to periods both before and after the Closing Date shall be apportioned at the Closing. In connection with the foregoing, the parties hereto agree to make the following apportionments:

- (i) Real estate taxes, assessments, personal property taxes, and water and sewer charges, as well as any other governmental charges or

taxes assessed on the Property or the other Purchased Assets shall be prorated to the date of closing.

(ii) Seller shall terminate its accounts with the utility service providers and Purchaser shall establish its accounts with such utility service providers effective on the Closing Date, in which event, there shall be no proration for such utility services. If such change in accounts cannot be accomplished for any reason as provided, all charges and payments for and to utility service providers shall be prorated to the date of closing.

(iii) All amounts allocable to periods prior to Closing pursuant to this Section 6A shall be paid and discharged by Seller at or prior to Closing (except as expressly provided otherwise).

B. Insurance Policies. Unless otherwise agreed, no insurance policies of Seller are to be transferred to Purchaser, and no apportionment of the premiums therefor shall be made, in which event, Purchaser shall be responsible for securing its own insurance for the Property.

C. Survival. The obligations of the parties hereto under this Section 6 shall survive the Closing.

7. Interim Operations. From the Effective Date until Closing, Seller shall: (a) maintain the Purchased Assets in substantially the same condition as they existed on the Effective Date, and not allow any deterioration of value to occur with respect to the Purchased Assets; (b) maintain its current insurance policies in full force and effect; (c) during normal business hours and upon reasonable prior notice or at any time within forty-eight (48) hours prior to the Closing, permit Purchaser and its representatives to inspect the Property and the other Purchased Assets, and to examine Seller's books and records relating to the ownership, construction, use, occupancy, management, operation and maintenance of the Property and the other Purchased Assets; (d) not enter into any contract other than contracts with residents of the Nursing Home Facility which might become the obligation of Purchaser; (e) not create any lien or encumbrance upon or affecting title to the Real Property or the Purchased Assets except Permitted Exceptions; (f) not take any action which will or would cause any of the representations or warranties in this Agreement to become untrue or be violated; (g) perform all of its obligations in respect of the Property whether pursuant to any contracts, or other requirements affecting the Purchased Assets; (h) promptly inform Purchaser in writing of any material event adversely affecting the ownership, use, occupancy, operation, management or maintenance of the Purchased Assets, whether or not insured against; and (i) not solicit, accept or provide factual information or negotiate with respect to, any offer to purchase any of the Purchased Assets from any person or entity other than Purchaser. Wherever Purchaser's consent is required hereunder, such consent shall not be unreasonably

withheld or delayed.

8. **Seller's Representations and Warranties.** Seller hereby makes the representations and warranties contained in this Section 8 to Purchaser. These representations and warranties are made as of the date hereof, and shall be deemed remade as of the Closing Date.
- A. **Organization and Authority.** Seller is a County, being a body politic and municipal corporation that validly exists under the laws of the State of Wisconsin and is duly qualified to do business in the State in which the Real Property is located. Seller has full power and right to enter into and perform the respective obligations under this Agreement and the Other Documents, including, without being limited to, conveying the Real Property and the other Purchased Assets.
- B. **Non-Foreign Status.** Seller is a "non-foreign person" within the meaning of Section 1445 of the United States Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.
- C. **Condition of the Property and Major Mechanical Components.** There currently exists no defective condition, structural or otherwise, with respect to the Property other than those previously disclosed by Seller and/or as detailed in the EMG report attached hereto as Exhibit H or the December 13, 2023 Letter from Seller's Maintenance Director, as provided to Purchaser. In addition, Seller has not received any written notice during the twelve (12) months prior to the date of this Agreement from any insurance company which has issued a policy with respect to the Real Property, or from any board of fire underwriters (or other body exercising similar functions) claiming any defects or deficiencies in the Real Property, or suggesting or requesting the performance of any repairs, alterations or other work to the Real Property. The Purchaser acknowledges and understands that the Real Property is served by municipal sanitary sewer and water systems operated by the City of Merrill, Wisconsin.
- D. **Environmental Condition.** Seller has not generated, stored or disposed of any hazardous waste on the Property except in such quantities that are customary and legal in the operation of a 120 bed skilled nursing facility, and Seller has no knowledge of any previous or present generation, storage, disposal or existence of any hazardous waste on the Real Property. The term "hazardous waste" shall mean "hazardous waste", "toxic substances" or other similar or related terms as defined or used from time to time in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6921, et seq.) and regulations adopted thereunder.

- E. Special Assessments. There are no (i) pending or threatened special assessments affecting the Real Property or (ii) any contemplated improvements affecting the Real Property that may result in special assessments affecting the Real Property. There are no tax abatements, phase-ins or exemptions affecting the Real Property known to Seller.
- F. Access to Real Property. Seller has no knowledge of any federal, state, county, municipal or other governmental plans to change the highway or road system directly adjacent to the Real Property or to restrict or change access from any such highway or road to the Real Property.
- G. Purchased Assets: Liens. All of the Purchased Assets are located at or on the Real Property. The Purchased Assets are sufficient to operate the Nursing Home Facility in the manner conducted by Seller as of the date hereof and as of the Closing Date. All of the assets necessary to operate the Nursing Home Facility are owned by the Seller and shall be conveyed to Purchaser pursuant to this Agreement. The Seller has good and marketable title to the Purchased Assets. The Purchased Assets are free and clear of all liens and encumbrances, other than Permitted Exceptions.
- H. Leases. There are not currently, and as of the Closing Date there shall not be, any occupancy rights (written or oral), leases or tenancies presently affecting the Nursing Home Facility and the portion of the Real Property on which it is located, other than any occupancy rights of any residents of the Nursing Home Facility. There are existing leases affecting the HHS Building, which are addressed in the Lease agreement between Purchaser and Seller, attached as Exhibit G hereto.
- I. Permits. Seller currently maintains (or North Central Health Care maintains on Seller's behalf with respect to operations) in good standing and full force all of the material certificates, licenses and permits from all applicable governmental authorities in connection with the ownership, use, occupancy, operation and maintenance of the Real Property and the Nursing Home Facility as necessary in connection with the current ownership, use, occupancy, operation and maintenance thereof.
- J. Intellectual Property. Seller does not own any material intellectual property in connection with or applicable to the Real Property or the other Purchased Assets, including any registered trade names, logotypes, trademarks or copyrights.
- K. Required Consents. No consent, order, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority is required in connection with the execution or delivery by Seller of this Agreement, or the performance of the transactions contemplated hereunder except that the Agreement is contingent upon approval by Seller's County

Board of Supervisors as noted Section 5B(v).

- L. Regulatory Notice. No notice has been received of any claim, requirement or demand of any licensing or certifying agency supervising to rework or redesign the Nursing Home Facility so as to conform to or comply with any existing law, code or standard which has not been fully satisfied prior to the date hereof or which will not be satisfied prior to the Closing Date.
- M. Furniture. There are at the Nursing Home Facility a number of beds as well as accompanying furnishings equal to the maximum bed capacity as permitted under the Nursing Home Facility license. Each bed is in good repair and conforms to the minimum standards set forth under the regulations adopted by the DHS and all applicable federal, state and local laws and regulations. For each such bed, there also exists the minimum furnishings, fixtures and other accessories required by DHS and all federal, state and local laws and regulations applicable to the Nursing Home Facility.
- N. Litigation and Other Proceedings. Seller is aware of no pending or threatened litigation, investigations, claims, lawsuits, governmental actions or other proceedings, including, without limitation, any desk audit or full audit, involving the Purchased Assets, the Real Property, the Personal Property, the Nursing Home Facility, the HHS Building or the operation thereof before any court, agency or other judicial, administrative or other governmental or quasi-governmental body or arbitrator.
- O. Sprinklers. The Property's sprinkler system is in full operational compliance with all applicable codes, laws, regulations, statutes, ordinances, life safety codes, covenants, conditions or restrictions of any governmental or quasi-governmental entity.
- P. Compliance with Applicable Laws. The Real Property (including any parking areas or facilities) and the other Purchased Assets have been and are presently used and operated in compliance in and with, and in no way violates any applicable statute, law, regulation, rule, licensing requirement, ordinance, order or permit of any kind whatsoever affecting the Real Property or any part thereof, including without limitation, any statutes or laws pertaining to the services and care provided for the residents at the Nursing Home Facility, and any rules or regulations promulgated thereunder
- Q. Taxes. Seller, as a tax- exempt entity, is in full compliance with any and all filings that may be required of a governmental entity, and there are no outstanding or unpaid taxes or governmental charges with respect to Seller.
- R. Brokers. Seller represents and warrants that it has not dealt with any broker or finder which is entitled to a real estate commission as a result of this transaction other than Marcus & Millichap, whose fees shall be paid by Seller.

- S. Truth and Accuracy of Representations and Warranties. No representation or warranty by or on behalf of Seller contained in this Agreement and no statement by or on behalf of Seller in any resolution, certificate, list, exhibit or other instrument furnished or to be furnished to Purchaser by or on behalf of Seller pursuant hereto contains any untrue statement of fact, or omits or will omit to state any facts which are necessary in order to make the statements contained therein, in light of the circumstances under which they are made, not misleading in any respect.
- T. Seller's Knowledge. Whenever a representation or warranty is made in this Agreement on the basis of Seller's knowledge or to the best of Seller's knowledge (or similar words), such representation or warranty is made after reasonable investigation of the existence of such fact or other matter.
- U. Survival of Representations and Warranties. The representations and warranties of Seller in this Section 8 shall survive the Closing for a period of two (2) years after the Closing Date whereupon they shall automatically expire.
9. Purchaser's Representations and Warranties. Purchaser hereby makes the representations and warranties contained in this Section 9 to Seller. These representations and warranties are made as of the date hereof, and shall be deemed remade as of the Closing Date.
- A. Organization and Authority. Purchaser is a limited liability company that has been duly organized and validly exists under the laws of the State of Wisconsin and is duly qualified to do business in the state in which the Property is located. Purchaser has full power and right to enter into and perform its obligations under this Agreement and the Other Documents. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby (i) have been duly authorized by all necessary action on the part of Purchaser, (ii) do not require any governmental or other consent (except as otherwise provided herein), and (iii) will not result in the breach of any agreement, indenture or other instrument to which Purchaser is a party or is otherwise bound. This Agreement and each other agreement contemplated hereby to which Purchaser is a party constitutes its valid and legally binding obligation, enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally or (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.
- B. "AS IS-WHERE IS" Condition of the Property. Purchaser acknowledges that it has inspected the Purchased Assets and, except as otherwise

provided herein, including, without limitation, the representations and warranties of Seller provided in this Agreement, and further subject to the terms and conditions of this Agreement, agrees to purchase the same in its present "AS IS-WHERE IS" condition.

- C. Truth and Accuracy of Representations and Warranties. No representation or warranty by or on behalf of Purchaser contained in this Agreement and no statement by or on behalf of Purchaser in any certificate, list, exhibit or other instrument furnished or to be furnished to Seller by or on behalf of Purchaser pursuant hereto contains any untrue statement of fact, or omits or will omit to state any facts which are necessary in order to make the statements contained therein, in light of the circumstances under which they are made, not misleading in any respect.
- D. Continued Operation of Nursing Home Facility. Purchaser represents and warrants that in purchasing the Nursing Home Facility, it is Purchaser's intent to continue to operate the Nursing Home Facility as a skilled nursing facility.
- E. Brokers. Purchaser represents and warrants that it has not dealt with any broker or finder which is entitled to a real estate commission as a result of this transaction other than Marcus & Millichap, whose fees shall be paid by Seller.
- F. Survival of Representations and Warranties. The representations and warranties of Purchaser in this Section 9 shall survive the Closing for a period of two (2) years after the Closing Date whereupon they shall automatically expire.

10. Risk of Loss.

- A. Fire or Other Casualty. Seller shall maintain Seller's existing casualty and hazard insurance with respect to the Purchased Assets to the date of Closing. Risk of loss prior to closing shall be borne by Seller. In the event of damage to the Facility in excess of Twenty-five Thousand Dollars (\$25,000.00) prior to closing, Purchaser may, without liability, terminate this Agreement or may elect to accept the proceeds of any applicable insurance coverage and close the transaction.
- B. Eminent Domain. The risk of any loss or damage to the Real Property by condemnation before the Closing Date hereunder is assumed by Seller. In the event any condemnation proceeding is commenced or threatened, Seller shall give Purchaser written notice thereof within three (3) days after the occurrence of same (but in any event prior to Closing), together with such reasonable details with respect thereto as to which Seller may have knowledge. As soon as the portion or portions of the Real Property to

be taken are reasonably determinable, Seller shall give Purchaser written notice thereof together with Seller's estimate of the value of the portion or portions of the Real Property to be so taken. In the event of any material taking of the Real Property, Purchaser, by written notice to Seller within ten (10) days after notice thereof, shall have the option to cancel this Agreement, in which event Purchaser shall be refunded the Additional Deposit plus accrued interest and this Agreement shall terminate and be of no further force and effect and neither party shall have any liability to the other hereunder. For the purposes of this Section 10, a "material" taking shall include: (i) any taking (A) the effect of which would be to require more than Twenty Five Thousand Dollars (\$25,000.00) to repair the balance of the Real Property or (B) materially impair the use or operation of the Purchased Assets; or any threat of a taking or any reasonably equivalent indication on the part of a condemning authority of such intention where there is no reasonable basis to conclude that the actual taking would not be material. If Purchaser shall not so elect to cancel this Agreement, then the sale of the Real Property shall be consummated at the Purchase Price provided for herein (without abatement) and Seller shall assign to Purchaser at the Closing all of Seller's right, title and interest in and to all awards made in respect of such condemnation and any claims in respect of any rent insurance or equivalent coverage maintained by it with respect to periods after Closing. Purchaser shall be entitled to participate in any such condemnation proceeding, and Seller shall cooperate with Purchaser in such respect.

C. Survival. The parties' obligations, if any, under this Section 10 shall survive the Closing.

11. Indemnification. Each party hereby undertakes, covenants and agrees for itself and its successors and assigns, that each will promptly, fully and effectually indemnify and save and hold harmless the other party, including the other party's respective officers, shareholders, directors, employees, agents, heirs, personal representatives, successors and assigns, whichever are applicable, from and of any and all claims, demands, damages and liabilities whatsoever, arising out of and/or relating to any wrongful act or omission of the party, or arising out of or relating to the party's purchase or sale, or respective period of ownership of the Nursing Home Facility, including claims related to the operation of the Nursing Home Facility during each party's respective ownership period, with the date of closing serving as the demarcation point for change in ownership. The parties' obligations under this Section 11 shall survive the Closing.

12. Remedies.

A. Seller's Default. If (i) prior to the Closing, Seller shall default under any covenant, obligation or materially breach any representation or warranty set forth herein (which default is not waived in writing by Purchaser) or any closing

condition shall not be met, or (ii) Seller shall fail to deliver title to the Real Property as required hereunder, fail to satisfy any of the closing conditions set forth in Section 5A hereof (and such failure is not waived in writing by the Purchaser) or otherwise fail to consummate the transactions contemplated herein, then Purchaser may elect to (i) terminate this Agreement by written notice to Seller, in which event (1) the Title Company shall refund the Initial Deposit and the Additional Deposit plus any accrued interest to the Purchaser or (ii) specifically enforce this Agreement; provided, however, unless otherwise provided in this Agreement, nothing in this Section 12A shall prevent Purchaser from making a claim for direct damages after the Closing Date for a breach of any representation, warranty, term, provision, condition or covenant hereunder and/or seek indemnification in accordance with Section 11 above.

B. Purchaser's Default. If (i) prior to the Closing, Purchaser shall default under any covenant, obligation or closing condition or materially breach any representation or warranty set forth herein (which default is not waived in writing by Seller), or (ii) Purchaser shall fail to deliver the Purchase Price as required hereunder, fail to satisfy any of the closing conditions set forth in Section 5B hereof (and such failure is not waived in writing by Seller) or otherwise fail to consummate the transaction contemplated herein, then Seller shall have the right to declare this Agreement terminated by written notice to Purchaser, in which case the Additional Deposit plus any accrued interest shall be forwarded to Seller by the Title Company as liquidated damages and as Seller's sole remedy hereunder (it being agreed by the parties that Seller's damages for negotiating and entering into this Agreement are difficult to determine, and that the amount of the Additional Deposit represents a fair and reasonable estimate of those damages); provided, however, unless otherwise provided in this Agreement, nothing in this Section 12B shall prevent Seller from making a claim for direct damages after the Closing Date for a breach of any representation, warranty, term, provision, condition or covenant hereunder and/or seek indemnification in accordance with Section 11 above.

13. Notices.

All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered (a) upon the delivery (or refusal to accept delivery) by messenger or overnight express delivery service (or, if such date is not on a business day, on the business day next following such date), or (b) on the third (3rd) business day next following the date of its mailing by certified mail, postage prepaid, at a post office maintained by the United States Postal Service, or (c) upon the receipt by facsimile or email transmission as evidenced by a receipt transmission report (followed by delivery by one of the other means identified in (a)-(b)), addressed as follows:

If to Seller:

Renee Krueger, Administrative Coordinator
801 N. Sales Street, Ste 205, Merrill, WI 54452
Email: renee.krueger@co.lincoln.wi.us

If to Purchaser:

Grant Thayer or his successors and assigns
c/o Grant Thayer
1001 E. 11th St. N. Ladysmith WI 54848
Email: grant@seniormi.com

Either party may, by notice given as aforesaid, change the address or addresses, or designate an additional address or additional addresses, for its notices, provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

14. **Closing Costs.** Seller shall bear the cost to record any instrument to clear Seller's title to the extent Seller is required to do so pursuant to this Agreement. Seller is exempt from all transfer taxes. Buyer shall pay the cost of recording the Warranty Deed.

15. **Choice of Law/Venue.** This Agreement and any other transaction documents shall be governed and controlled by the Laws of the State of Wisconsin as to the interpretation, enforcement, construction, effect and in all other respects. Venue for any legal matters arising out of this Agreement and any other transactional documents shall be in Lincoln County, Wisconsin.

16. **Miscellaneous.**

A. **Entire Agreement.** This Agreement, together with all exhibits attached hereto and any other agreements referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements.

B. **Exhibits and Schedules.** If any exhibits are not completed or attached hereto as of the date of this Agreement, the parties hereto agree to attach such exhibits as soon as reasonably practicable, but in any event, this Agreement is subject to Purchaser approving all exhibits or subsequent updates thereto within five (5) days of submission thereof to Purchaser. The parties hereto agree that the party charged with providing an exhibit to this Agreement shall, to the extent necessary after delivery thereof, amend or supplement all exhibits in order for the same to be current, true and correct as of the Closing Date.

C. **Modification/Amendment.** This Agreement may not be modified or amended except in writing signed by the parties hereto.

D. **Waiver.** No waiver of any term, provision or condition of this Agreement, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition of this Agreement. No failure to act shall be

construed as a waiver of any term, provision, condition or rights granted hereunder.

E. Dispute or Claims. Any and all disputes arising out of and/or relating to this Agreement, including the sale contemplated by this Agreement, and any aspect thereof, shall be venued in the state circuit court located in Lincoln County, Wisconsin and shall not be removed to federal court. Seller and Purchaser each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Agreement. A material failure to perform any obligation under this Agreement is a default which may subject the defaulting party to liability.

F. Attorneys' Fees in the Event of Dispute. In any dispute between the parties hereto that results litigation (including any action change venue), the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, attorneys' fees.

G. Headings. The headings of the various Sections of this Agreement have been inserted only for the purposes of convenience, are not part of this Agreement and shall not be deemed in any manner to modify, explain, qualify or restrict any of the provisions of this Agreement.

H. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original, but all of such counterparts shall together constitute one and the same agreement. Signatures sent by telecopy or electronic mail transmissions shall constitute originals.

I. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective heirs, executors, administrators, personal representatives, successors and permitted assigns of the parties hereto; provided, however, that neither party hereto shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, however, Purchaser may assign its rights under this Agreement to an affiliated entity or entities. Any assignment not permitted hereunder and undertaken without such prior written consent shall be deemed null and void.

J. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but, each term and provision shall be valid and be enforced to the fullest extent permitted by law.

K. Usage. All nouns and pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons, firm or firms, corporation or corporations, entity or entities or

any other thing or things may require, or "any" shall mean "any and all"; "or" shall mean "and/or" and "including" shall mean "including without limitation.

L. No Strict Construction. The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any of the parties hereto,

{Remainder of this page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the day and year first above written.

SELLER:

Lincoln County

By: _____

Name: Donald R. Friske

Its: County Board Chair

By: _____

Name: Christopher Marlowe

Its: County Clerk

REAL ESTATE PURCHASER:

Merrill Campus, LLC

By: _____

Name: Grant Thayer

Its: Member

PERSONAL PROPERTY PURCHASER:

Senior Management, Inc.

By: _____

Name: Grant Thayer

Its: President

EXHIBIT A

LEGAL DESCRIPTION OF LAND

CERTIFIED SURVEY MAP NO. 567607 ATTACHED

EXHIBIT B

ALLOCATION OF PURCHASE PRICE

i.	Nursing Home Land -	\$9,400.00
ii.	Nursing Home Land Improvements	\$90,300.00
iii.	Nursing Home Building -	\$6,130,600.00
iv.	Nursing Home Fixed Equipment	\$1,361,300.00
v.	Nursing Home Moveable Equipment	\$408,400.00
vi.	HHS Building	<u>\$500,000.00</u>
	Total	\$8,500,000.00

EXHIBIT C
DUE DILIGENCE MATERIALS

EXHIBIT D

PERMITTED EXCEPTIONS

None until Title Commitment is received.

EXHIBIT E

FORM OF GENERAL ASSIGNMENT

GENERAL ASSIGNMENT

THIS ASSIGNMENT, is made as of the Effective Date of the APA, by Lincoln County, a municipal corporation organized under the laws of the State of Wisconsin ("Assignor"), to Senior Management, Inc. a ____ Corporation ("Assignee").

WITNESSETH:

WHEREAS, by Asset Purchase Agreement (the "APA"), dated as of November 1, 2023, by and among Assignor and Assignee, Assignor agreed to sell to Assignee certain real property, improvements, fixtures, personal property and such other assets, as more fully described in the APA (the "Purchased Assets") (capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the APA); and

WHEREAS, the APA provides, inter alia, that Assignor shall assign to Assignee, Assignor's intangible property, the Warranties, the Permits and such other items applicable to the Purchased Assets, as more fully provided in the APA;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Transfer of Intangible Property. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in, to and under all intangible property, to the extent the same constitute Purchased Assets pursuant to the APA.
2. Transfer of Warranties. Assignor hereby assigns, sets over and transfers to Assignee, all of Assignor's right, title and interest in, to and under the Warranties.
3. Transfer of Permits. Assignor hereby assigns, sets over and transfers to Assignee, all of Assignor's right, title and interest in, to and under the Permits.
4. Other Assets. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in, to and under any of the other Purchased Assets, which transfer may be effectuated only through an instrument for such assignment.
5. Assumption. Assignee hereby accepts the foregoing assignments set forth in Sections 1, 2, 3, and 4 hereof, provided, that said assignment and assumption shall in all respects be subject to the terms of the APA with regard to the rights and obligations of each of the parties

hereto with respect to the items assigned hereunder, and in the event that any term of this Assignment shall contradict the APA, the APA shall control.

6. Miscellaneous. This Assignment and the obligations of Assignor and Assignee hereunder shall survive the closing of the transactions referred to in the APA shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns, shall be governed by and construed in accordance with the laws of the State of Wisconsin and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

(Signatures on following page)

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the day and year first above written.

ASSIGNOR:

Lincoln County

By: _____

Name: Donald R. Friske

Its: County Board Chair

By: _____

Name: Christopher Marlowe

Its: County Clerk

ASSIGNEE:

Senior Management, Inc.

By: _____

Name: Grant Thayer

Its: President

EXHIBIT F

FORM OF FIRPTA AFFIDAVIT

FIRPTA AFFIDAVIT

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by [_____] , a [_____] (the "Seller"), the undersigned hereby-certifies on behalf of Seller as follows:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Seller is not a disregarded entity as defined in §1.1445-2(b)(2)(iii);
3. Seller's employer identification number is _____; and
4. Seller's office address is _____.

Seller understands that this certification may be disclosed to the Internal Revenue Service by Purchaser and that any false statement made here could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

Date: _____

Seller

[_____]

By: _____

Name:

Its:

EXHIBIT G

LEASE FOR HHS BUILDING

EXHIBIT H

COPY OF EMG FACILITY CONDITION ASSESSMENT
DATED JANUARY 8, 2020

EXHIBIT I

BILL OF SALE

Upon the Effective Date (as defined in the APA), Seller conveys to Purchaser, for good and valuable consideration, all of Seller's interest in the Real Property identified below and as identified and defined in Section 1A of the APA.

This Bill of Sale is only effective upon the successful closing of the Asset Purchase Agreement between Seller, Lincoln County, and Purchaser, Merrill Campus, LLC and Senior Management, Inc..

NOTE: A copy of the fully executed closing statement and a receipt or other reasonable evidence of full payment of the purchase price shall be confirmation of the Effective Date for this Bill of Sale.

Real Property.

Seller shall sell to Purchaser the real estate with all improvements and fixtures thereon commonly known as the Pine Crest Nursing Home ("Nursing Home Facility"), located at 2100 E. 6th Street, Merrill, Wisconsin, 54452, and the Health & Human Services Building (HHS Building), located at 607 N. Sales Street, all as described in more detail in Exhibit A, Lincoln County Certified Survey Map No. 567607, Recorded on December 7, 2023 (collectively, "The Real Property").

Seller shall convey, assign, deliver and transfer to Purchaser, free and clear of all claims, liens, deeds of trust, mortgages, encumbrances, security interests and/or easements or restrictions, excepting only any easements, restrictions or rights-of-way of record, (collectively, "Exceptions") and except for Permitted Exceptions (as herein defined), and Purchaser hereby agrees to purchase, acquire, accept and assume, upon the terms and conditions hereinafter set forth, all of Seller's right, title and interest in and to the Real Property.

Allocation of Purchase Price to Real Property:

Nursing Home Land -	\$ 9,400.00
Nursing Home Land Improvements	\$ 90,300.00
Nursing Home Building -	\$6,130,600.00
HHS Building	<u>\$ 500,000.00</u>
	\$6,730,300.00

Lincoln County/Seller:

By: _____
Name: Donald R. Friske
Its: County Board Chair

By: _____
Name: Christopher Marlowe
Its: County Clerk

EXHIBIT J

POWER EQUIPMENT INVENTORY FOR PINE CREST NURSING FACILITY

John Deere tractor and all of the attachments to include plow, snow blower, broom, ballast box, salt spreader, forks, bucket.

Model 1023E

Serial number 1LV1023EKJJ119405

Attachments for tractor:

Broom – 52 inch – no serial #

Tractor bucket model 120R – serial # 1P120RXAJC048807

Tracer forks model AP10F – serial # 2054321042537

Tractor snow blower model # 47 – serial # 1M047SBEXAM101628

Tractor straight blade plow model # 47 – serial # 1M054FBXEM141040

Tractor salt spreader mini pro575 – no serial number

Tractor ballast box – no serial number

Husqvarna Riding Lawn mower – model # GT52XLS – serial #042716a002817

Motion By:

Second By:

Resolution 2024-02-10

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 2023 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 2023 Lincoln County Forest Annual Report.

AND BE IT FURTHER RESOLVED, that the 2023 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.

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	Brixius			
14	Hafeman			
15	Lemke			
16	Miller			
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:

Christopher J. Marlowe
Lincoln County Clerk

Dated: February 19, 2024

Authored by: Norbert Ashbeck
Co-Sponsored by: Ken Wickham
Committee: Forestry, Land and Parks
Committee Vote: All Ayes
Fiscal Impact: None

Date Passed: February 12, 2024

Drafted by: Dean Bowe

LINCOLN COUNTY FORESTRY, LAND AND PARKS DEPARTMENT

To the Honorable Board of Supervisors
Lincoln County, Wisconsin

The following is a report of the various activities of the Lincoln County Forestry, Land and Parks Department from January 1, 2023 through December 31, 2023.

OUR 2023 COUNTY FOREST consists of 100,843.05 acres.

TIMBER SALE REVENUE: Timber harvesting generated \$ 2,750,376.29 This revenue is distributed as follows: \$ 275,037.69 to Townships with County Forest Lands; \$ 550,075.17 to the County General Fund; and \$ 1,925,263.43 to the County Forestry Fund. Any unused budgeted funds and surplus revenues are transferred to the County CIP Program after the annual audit is completed. 2024 saw a significant increase in timber sale revenue over the 2022 total. A few high volume/value timber sales contributed to this second highest ever timber sale revenue spike. Generally speaking, pulpwood markets have been and continue to be weak. Lincoln County is fortunate to have two significant mills in Tomahawk and two others just to the south in Rothschild and Mosinee.

TIMBER SALES SOLD: Thirty-one timber sales with an estimated value of \$1,813,725.30 sold in 2023. Two of the timber sales had been returned to Lincoln County in 2022 by the original bidder due to their inability to complete the sale.

PERMITS ISSUED: Eleven balsam bough-cutting permits issued for \$100.00 per permit totaled \$1,100.00. Six Christmas tree permits issued for \$5.00 each. Three new land access permits issued for \$100.00 each. Nine disabled motorized access permits issued. Four Organized Event permits were issued.

GRANT MONIES: Grants administered by the Forestry, Land & Parks Department during 2023 totaled \$337,002.52. Of this amount, \$18,719.81 was required in cost sharing by Lincoln County.

REVENUE FROM WOOD SALES, BIOMASS AND FIREWOOD PERMITS: The Forestry Department handles firewood sales on closed timber sales, marked wood sales, and occasionally biomass from timber sales. Six wood sales (\$1,609.56), twenty-nine 30-day firewood permits (\$580.00) issued and six firewood permit renewals (\$120.00) for a total of \$2,309.56.

TREE PLANTING/SITE PREP:
Approximately 63,000 red pine were planted in on 63 acres in the Townships of Wilson and Somo by a contract planting crew. A contractor was hired to power trench and spray herbicide on one hundred fifty six acres to prepare several sites for planting in spring 2024 and 2025. DNR bulldozer operators scarified approximately 17 acres to promote pre-harvest oak regeneration establishment.

TIMBER STAND IMPROVEMENT (TSI):
Approximately 962 acres of aspen release was completed in aspen regeneration areas by logging contractors as a requirement of their timber sale contract.

Approximately 133 acres of red maple release was completed in red maple regeneration areas by logging contractors as a requirement of their timber sale contract.

SURVEYING: All of the surveying done in 2023 was in conjunction with the Lincoln County Surveyor.

In Section 06 of T33N R8E, T-style fence posts were placed at various points along County Forest property boundary for the south line of the SE1/4 SE1/4; and the east line of the E1/2 SE1/4 totaling approximately 3/4 mile of boundary.

In Section 13 of T33N R5E, T-style fence posts were placed at various points along County Forest property boundary for the east line of the NW1/4 NE1/4 and the north line of the SE1/4 NE1/4 totaling approximately 1/2 mile of boundary.

In Section 4 of T33N R8E, T-style fence posts were placed at various points along County Forest property boundary for the west line of the E1/ SW1/4 totaling approximately 1/2 mile of boundary.

In Section 18 of T35N R6E, T-style fence posts were placed at various points along County Forest property boundary for the east line of the SE1/4 SW1/4 & the north line of SE1/4 SE1/4 totaling approximately 1/2 mile of boundary. A monument was established C1/16SW

In Section 13 of T35N R5E, T-style fence posts were placed at various points along County Forest property boundary for the east line of the SE1/2 SE1/4 totaling approximately 1/4 mile of boundary.

In Section 13 of T33N R7E, county owned land property line was established and T-style fence posts were placed at various points along the property boundary for the east line of the NW1/4 NW1/4 and the south line of the NW1/4 NW1/4 totaling approximately 1/2 mile of boundary.

In Section 24 T33N R7E, T-style fence posts were placed at various points along the County Forest property boundary for the east line of SE1/4 NW1/4 totaling approximately 1/4 mile of boundary.

COUNTY FOREST ROAD AIDS PROGRAM: We continued our County Forest road maintenance program including graveling, installing culverts, improving drainage, right-of-way brushing, regular grading and snowplowing of roads. In 2023, we received approximately \$351.00/mile for maintaining 27.25 miles of roads for a total of \$9,564.75. Three culverts were replaced on gas tax roads in New Wood and the database updated. Due to the ice storm in early winter, extensive roadside brushing was done by the Highway Department and the Forestry Department to reopen the roads. Road shoulders were brushed again later in 2023 to finish the clean-up. In 2021, a small borrow pit was opened along Armstrong Creek Road to reduce travel time for hauling material. ARPA money was used to hire a private contractor to crush 6,700 yards of gravel in the borrow pit on Armstrong Creek Road.

COUNTY CONSERVATION AND WILDLIFE HABITAT FUNDS FOR 2023: County Conservation Aids is a 50/50 grant available to counties and Wildlife Habitat is a grant based on the number of county forest acres. Staff completed the County Conservation Aids project on a forest road off of Ski Hill Road in the Town of Harrison. This project improved public access to Frog Lake and included installing culverts, repairing ongoing erosion problems, ditching and crowning a segment of the road and hauling gravel. County Conservation Aids were also used to brush roadsides of County Forest

roads in New Wood to keep them open for hunter access. Wildlife habitat funds will be used to complete a hunter walking trail project in the Whiskey Bill Road Grouse Management Area in 2024.

ORGANIZED AND/OR COMPETITIVE ACTIVITIES: An approved permit and proof of insurance are required to organize and host an event on County Forest property. The Distance Riders of Wisconsin, Badger State Games and Ice Age Trail group all hosted events on the County Forest in the Underdown Recreation Area. The Iron Bull Red Granite Grinder bike race included a segment through the New Wood area of the County Forest.

THE UNDERDOWN RECREATION AREA is available for a variety of uses year round. Groomed and tracked X-C ski trails, snowshoe trails, horse trails, single track mountain bike trails, fat tire bike trails, hiking trails, and a snowmobile/winter ATV trail are all mapped and signed. The early winter ice storm left a lot of clean-up work before trails could be opened. The purchase of trail passes by users is required and helps to offset the cost of maintaining the ski and horse trails. The annual Free Trail Pass Weekend was held in February. The horse and bike club members volunteer time to help maintain the trail systems they use. A Recreational Trails Program grant request for improvement work and maintenance of non-motorized trails in the Underdown has been submitted in 2022 and 2023 but due to extensive competition, Lincoln County was not awarded a grant.

COUNTY PARKS ACTIVITIES: Total parks revenue from 2023 was \$23,344.32. Forestry staff mowed lawns and performed other maintenance of County parks and facilities during 2023. A temporary fence is erected to keep geese off the beach at Tug Lake County Park. The well pump at Tug Lake failed and was replaced. Fascia boards and other rotting boards were replaced on the Tug Lake pavilion.

Old wells near Tug Lake Park, Otter Lake, Hay Meadow Park and Larson Lake Park were properly decommissioned by a contractor with the aid of a 50/50 grant through DATCP.

The Forestry Department was selected to use ARPA fund dollars to make improvements at Camp New Wood, Otter Lake and Hay Meadow/Prairie Dells. New vault toilet facilities were installed at Hay Meadow Park with the ARPA funds. Lincoln County also received a donation from a local source to replace the vault toilets at the New Wood Campground which also took place in 2023. The Forestry Department has started working on improving the campsites and access to New Wood Campground as well. ARPA funds were also assigned to the Forestry Department to resurface the Hiawatha Trail in Tomahawk. Bids were taken to supply the aggregate for the project. The Lincoln County Highway Department was awarded the bid and will have all of the aggregate hauled to a nearby location by the end of 2023.

Camp New Wood Park and Campground are being included as points of interest on the developing Great Pinery Heritage Waterway. The Great Pinery Heritage Waterway is being organized and promoted as a paddle trail on the Wisconsin River from northern Lincoln County, south through Marathon County.

INVASIVE SPECIES: In 2007, a significant garlic mustard infestation was discovered in the Underdown Block of the County Forest and on adjacent private land. Our department took immediate action to try to control the spread of this invasive plant by conducting a search to find new infestations and applying herbicide where the plant was known to occur. Since then, many other colonies of this invasive plant have been discovered in other locations of the Underdown, Harrison, New Wood and Wildwood areas. In addition to garlic mustard, other invasive species are present on County Forest property. Glossy buckthorn, Japanese barberry, crown vetch, leafy spurge and Japanese knotweed are present in areas of Underdown and Harrison. Garlic mustard and glossy buckthorn are present along the

Hiawatha Trail by Tomahawk. The section of trail is closed for the recommended period during treatment of the garlic mustard. Glossy buckthorn is so prevalent along the trail it is not treated. A GIS layer was created to identify known location of invasive plant species on the county forest. Steps to control or eradicate these species occur when discovered. Spraying with herbicide is the most efficient, cost effective way for us to control these species in the quantity they exist. Spraying garlic mustard consumes many weeks of time and the workload continues to increase as we discover new infestations. The Forestry Department has provided training and publications to user groups of the County Forest and to townships within the county on how to identify invasive plant species so that they can assist our department with early detection and treatment. We will continue to monitor make efforts to control invasive plants while being observant for new species and infestations on the County Forest. We worked with Land Conservation to erect informational signs on invasive species at several trail heads on the county forest.

A 50/50 grant totaling \$10,000.00 was awarded by Lumberjack R, C, & D to the Forestry Department for the hiring of a private contractor to assist in spraying garlic mustard in the Underdown. Hiring a contractor saved the Forestry Department many days of extra work with many more plants sprayed before going to seed.

LINCOLN COUNTY ACCESS PLAN and FOREST ROADS: Lincoln County has many miles of non-gas tax forest roads used for logging and public access purposes. Motorized travel is allowed on some of these roads while some are blocked to prevent damage to the road itself or for hunter walking trails, snowmobile trails, and other non-motorized experiences. A GIS layer exists for these forest roads along with a culvert inventory, which is updated as necessary. Limited maintenance is performed by the county on the majority of these forest roads, unless necessary. Road construction and maintenance activities follow Best Management Practices for Water Quality guidelines and permit requests are submitted if necessary. Condition of these woods roads are noted by auditors for forest certification and may result in corrective actions if they are in disrepair. Old, metal culverts on these roads are replaced as the department has time and when logging activity is scheduled.

In 2023, the Forestry Department used Forest Access account funds to replace large culverts and haul gravel to improve the road surface on an open woods road in the Town of Wilson. This work will improve accessibility for logging contractors and the general public. The construction also moved a short section of the road off of private land onto County Forest.

The Forestry Department continued to work with adjacent private landowners on issuing permits for them to access their lands through the County Forest. Our Recreation Officer continued working on the County Forest, following up with complaints of illegal dumping, contacting non-paying campers, helping to reduce vandalism and maintain order on our public lands and recreational facilities.

LINCOLN COUNTY 5-YEAR OUTDOOR RECREATION PLAN: Updated in 2021 with the assistance of North Central Wisconsin Regional Planning, the City of Tomahawk, The City of Merrill, local townships and special interest groups. The Lincoln County Board of Supervisors approved the updated plan on October 19, 2021. It is effective January 1, 2022 through December 31, 2026. At the June 20, 2023 meeting, the Lincoln County Board of Supervisors approved a resolution amending the plan to include a recommendation in Chapter 6 for the development of a new campground accessible from the ATV/UTV trail system. We will continue to use Outdoor Recreation Plan as a guide for our recreation program.

SNOWMOBILE TRAIL MAINTENANCE PROGRAM: Lincoln County participates in the State Snowmobile Trail Grant Program and holds a contract with the State of Wisconsin to develop and maintain public snowmobile trails in the county. Lincoln County contracts with six snowmobile clubs to

maintain all of the trail mileage. A total of 318.2 miles of snowmobile trail qualified for the \$300.00/mile reimbursement rate resulting in a grant value of \$94,460.00 for the 2022-23 Lincoln County program. During the 2022-23 snowmobile season, the clubs spent more than \$300.00/mile in maintenance and qualified for an additional \$46,909.14 supplemental payment from the program. Due to the extensive damage from the early winter ice storm, an additional storm damage grant request was submitted and received totaling \$29,003.21.

We continue to apply for new trail miles that fit the parameters of the program.

ATV TRAIL MAINTENANCE PROGRAM: Lincoln County participates in the State summer and winter ATV trail program and holds a contract with the State to develop and maintain public ATV trails in the county. The summer ATV trails traverse the Harrison Hills area and connect with Langlade and Oneida County trail systems. Lincoln County staff perform the majority of the maintenance on the summer ATV trail system. Lincoln County has again contracted with the Harrison Hills ATV Club to assist with brushing and signing the summer trails. We continue to implement an emergency signing system at trail intersections for the summer trail network. This system is linked to the County's 911 system to provide first responders with more accurate emergency locations. We continue to work with local ATV clubs to identify possible sites for ATV trail/route links.

In spring 2023, it was discovered that a corner of private land has been used for public access to the county forest and the summer ATV trail without an easement for decades. Lincoln County purchased .6 acres from an adjacent landowner to maintain public accessibility to the County Forest and recreational trails. After purchasing the new property, a short section of new ATV trail/access road was constructed by forestry staff late in the summer of 2023.

Lincoln County was approved for a 2023-24 trail maintenance grant of \$47,335.00 for 47.3 miles of summer ATV and UTV trail at \$1,000/mile (plus insurance) as well as \$249.50 for maintenance of 1 mile of TROUTE. A summer ATV/snowmobile trail re-route grant for \$20,136.54 was approved with construction nearly completed in the summer of 2023. This re-route will increase user safety, reduce erosion and ease maintenance of the trail.

Lincoln County's winter ATV trails run in conjunction with designated portions of snowmobile trails. Five snowmobile clubs maintain 227.1 miles of winter trails @ \$100/mile (plus insurance) for a total of \$22,864.00.

ICE AGE TRAIL: We continue to work with our local chapter to provide quality facilities and address issues as they arise. Permits are issued to the local club allowing access to areas of the county forest for trail maintenance.

HARRISON FLOWAGE DAM: An owner-responsible inspection of the Harrison Dam is required every 10 years in order to keep the dam in conformance with state law. Becher-Hoppe Associates inspected the dam in 2014 and several deficiencies were identified to bring the dam in compliance with state code. These deficiencies were all addressed in 2015 including replacement of the stoplogs in the spillway; brushing the toeslope of the dike; performing concrete repair work on the catwalk and erecting a dam warning sign. We continue to do maintenance and required inspections of the dam on a routine basis.

BEAVER PROGRAM: The Lincoln County Forestry Department continued to work with USDA APHIS program regarding beaver problems on the Lincoln County Forest and County Forest road system. APHIS is able to react quickly to issues we find on the county forest during the summer and save the county money on future road repairs and loss of timber value. Forty-four (44) nuisance beaver and 18 dams were removed at the request of the Forestry Department in 2023. The Forestry

Department does not request all known beaver colonies be trapped and dams removed as they do provide ecosystem benefits.

FOREST CERTIFICATION: The Lincoln County Forest became SFI certified in March 2005 and FSC certified in July 2007. The County Forest Program is audited annually to ensure compliance with certification standards. The Forestry Department implements any changes required on the County Forest by SFI and FSC to maintain our certified status. Required updates were made to the Timber Sale Contract and haul tickets for chain of custody purposes. Several other county forests were selected for the audit this year.

LAND SOLD, RATIFIED, CONFIRMED AND APPROVED: Sixteen tax deed properties were sold to private individuals for \$ 523,677.10. Approximately 1.8 acres of Forestry Shop Property was sold to the Town of Birch for \$ 4,000.00 to expand the town hall property and Chat Cemetery.

DEPARTMENT SAFETY PLAN: Continued development and implementation of our department safety plan. The Lincoln County Public Works Safety Group (Highway, Forestry, Solid Waste and Maintenance Departments) has again contracted with Fehr Graham to keep employees up to date with safety training. Our department worked with Fehr Graham to update our written plans for hazardous communication, control of hazardous energy, excavation safety, emergency action and fire prevention plan, personal protective equipment, occupational noise exposure and blood borne pathogens. Field staff completed a first Aid/CPR refresher and chainsaw safety in 2023.

DNR WILDLIFE MANAGEMENT: 2023 Accomplishments on the Lincoln County Forest submitted by Carissa Knab, DNR Wildlife Biologist and Eric Borchert, DNR Wildlife Technician.

Flowages:

The DNR manages 3 impoundments on Lincoln County Forest (LCF) lands encompassing 27 acres of shallow wetlands. Wildlife staff actively managed water levels on Camp 26, Trapper Morrison, and Coffee Creek Flowages in 2023. Regular dike mowing was completed, and no major infrastructure maintenance was necessary this year. APHIS assisted with beaver trapping on Trapper Morrison. Camp 26 contains an approximately 5-acre wild rice bed. The rice crop was excellent in 2023; however, another drier than normal summer prevented staff from raising water levels in the fall to maximize use by migrating waterfowl. Lastly, the DNR's wildlife program rolled out a wetland infrastructure prioritization process in 2023. The goal of the project is to strategically direct funding and staff resources away from lower priority impoundments to medium/high priority impoundments. DNR staff are currently evaluating the priority rankings of all impoundments operated by DNR staff, including the 3 that fall on LCF lands.

Forest Openings and Trails:

DNR wildlife staff assist with the management of 345 constructed wildlife openings on LCF lands totaling approximately 325 acres. Staff did not facilitate the mowing of forest wildlife openings or hunter walking trails in 2023, as efforts shifted to Langlade County for the calendar year. However, DNR staff did support and assist LCF staff in drafting a Turkey Stamp Application seeking funds for wildlife openings mowing and oak scarification projects. It was a competitive application year, and the projects were not selected for funding.

Wildlife Surveys:

Numerous wildlife population monitoring surveys were conducted in Lincoln County in 2023. Many of these surveys fall completely within or partially within Lincoln County Forest Lands.

2 ruffed grouse drumming surveys

2 woodcock singing ground surveys

3 carnivore track surveys

1 breeding waterfowl survey

Summer deer observations surveys

DNR staff worked with Lincoln County cooperators to conduct whitetail deer aging during the fall hunting seasons.

DNR research staff began a black bear den survey project in 2022. In 2023, bear dens were again visited in Lincoln County where staff collected biological data and fitted sows with GPS tracking collars. The project aims to improve the input parameters of the DNR black bear population model. The project focuses on black bear reproduction, updating parameters like average litter size, cub survival and litter frequency.

Chronic Wasting Disease (CWD):

In 2023 DNR staff continued to collect and sample wild deer for CWD monitoring and surveillance within the county. In November 2022 DNR was notified by the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) that a farm-raised deer on a deer farm in Lincoln County tested positive for CWD. As a result of this new detection, a baiting and feeding ban was reinstated starting Dec. 12, 2022 and the ban remained in effect throughout 2023.

EQUIPMENT PURCHASES IN 2023: A new 2022 Ram 2500 with snow plow was purchased to replace the county parks truck. A used 1998 Mack quad axle dump truck was purchased from the Highway Department to replace a single axle platform truck to help improve the efficiency of hauling materials for road and trail maintenance. A new replacement bucket was purchased for the end loader.

OTHER: Forestry Department staff assisted in clearing brush from the Jack Pines area near the Service Center. Lincoln County enrolled the Lincoln County Forest and other forested county properties with timber harvesting potential into the WI Department of Natural Resources Bat Habitat Conservation Plan. Forester assisted Land Conservation Department (7 days) with survey monument verification and establishment project within the Lincoln County Forest. In addition to the four wells near parks, three others located on the Lincoln County Forest were decommissioned with the aid of a 50/50 grant through DATCP.

Respectfully submitted,
Dean Bowe
Forest Administrator

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	Brixius			
14	Hafeman			
15	Lemke			
16	Miller			
17	Meunier			
18	Wickham			
19	Allen			
20	Cummings			
21	Simon			
22	Hartwig			
Totals				
Carried				
Defeated				
Amended				
Voice vote				
Roll call				

Resolution Accepting \$2,000 from Tug Lake District to Assist With Improvements at Tug Lake County Park

WHEREAS, Lincoln County Forestry, Land and Parks Department owns and maintains Tug Lake County Park for the enjoyment of all citizens; and

WHEREAS, Tug Lake Park provides an open sided pavilion, open space, playground equipment and a sand beach; and

WHEREAS, Proper upkeep of Tug Lake Park is not only benefits those who use the park but also other landowners adjacent to the park and around the lake; and

WHEREAS, The cost of maintaining and improving Tug Lake Park continues to increase; and

WHEREAS, Through their generosity, the Tug Lake District saw it in their best interest to financially assist Lincoln County with the maintenance and improvement of this local asset with the donation of \$2,000.00.

NOW, THEREFORE BE IT RESOLVED, That the Lincoln County Board of Supervisors accepts and expresses gratitude for the donation of \$2,000.00 from the Tug Lake District to assist in the maintenance and improvement of Tug Lake County Park.

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:

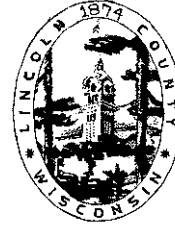
 Christopher J. Marlowe
 Lincoln County Clerk

Dated: February 19, 2024

Authored by: Greg Hartwig
 Co-Sponsored by: Ken Wickham
 Committee: Forestry, Land and Parks
 Committee Vote: All Ayes
 Fiscal Impact: \$2,000.00

Date Passed: January 15, 2024

Drafted by: Dean Bowe, Forest Administrator



County Board Report

TO: County Board

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

DATE: 2/9/24

SUBJECT: Ordinance Text Amendments – Board of Adjustment

- a. 17.8.12 Zoning Board of Adjustment – Duties and Responsibilities
- a. 17.8.30 Appeals of Committee Decisions
- b. 17.8.60 Variance Review and Approval Procedure
- c. 17.8.65 Appeals of Zoning Interpretations

At the August/September 2023 LSC meetings, the committee directed staff to draft ordinance language regarding the requirements for Variance Applications and Appeals. While reviewing the sections, staff and Corporation Council identified any text in the zoning ordinance that should be updated to reflect Wis. Stats updates that occurred in the past few years. This memo is to provide information regarding the proposed amendment to sections 17.8.12(2)(b), 17.8.60, 17.8.65 and 17.8.30 of the Lincoln County Zoning Ordinance.

17.8.12(2)(b) ZONING BOARD OF ADJUSTMENT – DUTIES AND RESPONSIBILITIES

The purpose of section 17.8.12 is to establish specific duties and responsibilities pertaining to the BOA. Specifically, section 17.8.12(2)(b) relates to the BOA hearing and deciding appeals where it is alleged that there is an error in any decision of the Land Services Committee (LSC) related to a conditional use permit (CUP) request process and if the LSC considered the appropriate standards and met the requirements of the zoning ordinance when reviewing and deciding on a CUP request. The proposed ordinance text edit will bring the zoning ordinance into harmony with Wisconsin Stats in regards to the handling of appeals of LSC CUP actions/decisions.

17.8.60- VARIANCE REVIEW AND APPROVAL PROCEDURE

Section 17.8.60 (2) states the requirements for a property owner to apply for a variance request to the BOA. The proposed text would require that an applicant have a plat of survey completed or on file. With the survey on file, the request for variance from a given point (roadway, side lot line, Ordinary High Water Mark, etc...) will allow for the BOA to confidently know all the measurements/parameters relating to the request and can determine if a hardship exists when making a deviation of the applicable ordinance setback.

17.8.65-APPEALS OF ZONING INTERPRETATIONS and 17.8.30(10) APPEALS OF COMMITTEE DECISIONS

The purpose of section 17.8.65 is to provide regulations which enable the BOA to hear and decide requests for appeals from the interpretations, orders, requirements, or decisions of the Zoning Administrator. The proposed text amendment to section 17.8.65 and 17.8.30(10) are intended to clarify the CUP appeal process pursuant to Wis. Stats.

ORD 2024-02-751 CH17 Supporting Doc

ORD 2024-02-752 CH17 Supporting Doc

ORD 2024-02-753 CH17 Supporting Doc

BACKGROUND:

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 January 11, 2024, 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 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 ordinances and supplemental document showing the ordinance text edits.

Motion by:				
Second by:				
Dist.	Supervisor	Y	N	Abs
1	Bialecki			
2	Anderson-Malm			
3	McCrank			
4	Ossness			
5	Wendorf			
6	Ashbeck			
7	Rusch			
8	Thiel			
9	Friske			
10	Boyd			
11	Detert			
12	DePasse			
13	Brixius			
14	Hafeman			
15	Lemke			
16	Miller			
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 Lincoln County Board of Supervisors on:

Christopher J Marlowe,
County Clerk

, County Board Chair

ORDINANCE 2024-02-751

Chapter 17 –Zoning Ordinance – Board of Adjustment

An Ordinance amending portions of Lincoln County Zoning Ordinance – Chapter 17, section 17.8.12 (Duties and Responsibilities).

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

This ordinance shall take effect following its passage and posting.

Dated: February 19, 2024

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

Date Passed: 1/11/24

Fiscal Impact: None

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

Chapter 17-Proposed Zoning Ordinance Text Amendments.

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

17.8.12 – ZONING BOARD OF ADJUSTMENT.

(1) ESTABLISHMENT. A Zoning Board of Adjustment is hereby established. The Zoning Board of Adjustment shall consist of 3 members and 2 alternate members appointed by the Chair of the County Board, subject to the approval of the County Board, according to procedures established under §59.694(2), Wis. Stats. The 2 alternate members shall be appointed for staggered 3-year terms. The Chair of the County Board shall annually designate one of the alternate members as the first alternate and the other as the second alternate and such alternates shall have the authority as designated in §59.694(2)(am), Wis. Stats. The Board of Adjustment shall appoint a chair and other officers and shall adopt such rules as it deems necessary, following all applicable requirements under §59.694, Wis. Stats. (Am. # [2021-12-709](#))

(2) DUTIES AND RESPONSIBILITIES. The Zoning Board of Adjustment shall have the following specific duties and responsibilities pertaining to this chapter, [Chapter 20](#), [Chapter 21](#), and [Chapter 22](#) of the Lincoln County Code:

(a) Hear and decide appeals where it is alleged that there is an error in any interpretation, order, requirement, decision, or determination made by the Zoning Administrator in the enforcement or administration of this chapter, [Chapter 20](#), [Chapter 21](#), or [Chapter 22](#) of the Lincoln County Code.

~~(b) Hear and decide appeals where it is alleged that there is an error in any decision of the Land Services Committee related to a conditional use permit request, with such review limited to determining whether the Committee's action considered the appropriate standards and met the requirements of this chapter, as opposed to the Board of Adjustment conducting a de novo review. (Am. #2018-05-659)~~

(c) Authorize such variances from the terms of this chapter as will not be contrary to the public interest, when, owing to special conditions, a literal enforcement will result in practical difficulty or unnecessary hardship, so that the spirit of the ordinance shall be observed, public safety and welfare secured, and substantial justice done.

(3) RECORDING OF ACTIONS.

(a) The Board of Adjustment shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Zoning Administrator, and shall be a public record.

(b) The final disposition of an appeal or variance application to the Board of Adjustment shall be in a form of a written decision signed by both the Chair and Secretary of the Board. Such decision shall state the specific facts that are the basis for the Board of Adjustment's decision; shall either affirm, reverse, or modify any order, requirement, interpretation, or any determination of the Zoning Administrator or, in the case of an appealed decision on a conditional use permit, the Land Services Committee; shall specify any required conditions of approval; and shall specify the extent of any variance granted. (Am. #2018-05-659)

(c) The Zoning Administrator shall, within 10 days of any decision of the Board of Adjustment, transmit a signed copy of the written decision of the Board of Adjustment to the applicant and, if the action affects resources under its jurisdiction, the appropriate office of WisDNR.

(4) REVIEW BY COURT OF RECORD. Any persons aggrieved by any decision of the Board of Adjustment may appeal the decision by filing an action in certiorari in the Lincoln County Circuit Court within 30 days of the decision, setting forth that such decision is illegal and specifying the grounds of the illegality. Lincoln County assumes no liability for and makes no warranty as to reliance on this decision if construction is commenced prior to expiration of this 30-day period.

Motion by:				
Second by:				
Dist.	Supervisor	Y	N	Abs
1	Bialecki			
2	Anderson-Malm			
3	McCrank			
4	Ossness			
5	Wendorf			
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Roll call				

STATE OF WISCONSIN)
) SS:
COUNTY OF LINCOLN)

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

Christopher J Marlowe,
County Clerk

, County Board Chair

ORDINANCE 2024-02-752

Chapter 17 –Zoning Ordinance – Board of Adjustment

An Ordinance amending portions of Lincoln County Zoning Ordinance – Chapter 17, section 17.8.60(Variance Review and Approval Procedure).

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

This ordinance shall take effect following its passage and posting.

Dated: February 19, 2024

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

Date Passed: 1/11/24

Fiscal Impact: None

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

Chapter 17-Proposed Zoning Ordinance Text Amendments.

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

17.8.60 - VARIANCE REVIEW AND APPROVAL PROCEDURE.

(1) PURPOSE. The purpose of this section is to provide regulations which enable the Board of Adjustment to hear and decide requests for permitted variation from the terms of this chapter as will not be contrary to the public interest; where owing to special factors, a literal enforcement of the provisions of this chapter would result in practical difficulty or unnecessary hardship, so that the spirit of this chapter shall be observed, public safety and welfare secured, and substantial justice done; as provided for by Wisconsin Statutes and applicable case law. Variances shall not be required within the PD district to provisions for which the County Board granted waivers through the PD approval process.

(2) APPLICATION FOR A VARIANCE. Proceedings for ~~approval of~~ a requested variance shall be initiated by an application of the owner(s) of the subject property to the Zoning Administrator. The application shall include:

(a) A completed form, provided by the Zoning Administrator, including basic information applicable to the owner and the specific nature of the variance request;

(b) Legal description of the subject site by lot, block, and recorded subdivision or certified survey map, ~~or by metes and bounds~~;

(c) A scaled map showing all lands for which the variance is sought, and all other lands within 300 feet of the boundaries of such lands, on a sheet not larger than 11" x 17" or 3 copies if larger, together with the names and addresses of the owners of all lands on said map as they appear on the current records of the Register of Deeds;

(d) ~~A sketch of the subject site~~ A Plat of Survey or a Certified Survey Map (CSM) prepared by a registered land surveyor in the State of Wisconsin meeting the requirements of Section 17.8.40(2)(a), and indicating where the variance is requested;

(e) Written justification for the proposed variance, consisting of the petitioner's evaluation of the request against the standards for granting a variance as established in subsection (7) below;

(f) Other pertinent information as requested by the Zoning Administrator to determine if the proposed request meets the requirements of this chapter; and

(g) The required review fee, as provided through the fee schedule approved annually by the Land Services Planning and Zoning Committee.

(3) ZONING ADMINISTRATOR REPORT. The Zoning Administrator or his designee shall prepare a report on the variance request, evaluating it based on its harmony with the purposes of this chapter, the comprehensive plan, State and Federal law, sound planning and zoning principles, and compliance with the standards in subsection (7) below. The Zoning Administrator may contact the petitioner to inquire whether certain changes to the petition may be desired in light of this evaluation prior to the formal review process described below.

(4) PUBLIC HEARING. The Zoning Administrator shall cause to be scheduled and noticed a public hearing before the Board of Adjustment. Not less than 10 days before the public hearing, the Zoning Administrator shall mail the petition and a public hearing notice to the Board of Adjustment, the petitioner (and property owner if different), the clerk of the affected town, the owners of all properties within 300 feet of all edges of the lot or parcel that would require the variance, the owner or operator of any airport if the petition would affect an airport affected area under §62.23(6)(am), Wis. Stats., the appropriate office of WisDNR if the variance request is within the FW, FF, GFP, S, SW, or W zoning districts, and other interested parties on a request basis. The Zoning Administrator's report shall also be provided to the Board of Adjustment and petitioner in advance of the hearing, and to other interested parties on a request basis.

(5) TOWN TESTIMONY. The town within which a proposed variance is sought may offer written or verbal testimony on whether to approve such request as presented, approve such request with conditions, or disapprove such request. Such town recommendation shall be in the form of a formal action or endorsement of the town board.

(6) BOARD OF ADJUSTMENT ACTION. As soon as possible following the public hearing, the Board of Adjustment shall approve as presented, approve with conditions, or disapprove of the variance request. The Board shall evaluate the request against the standards included in subsection (7) below, and may consider all applicable information included in the petition, the Zoning Administrator's report, public testimony, or its own investigations. In its action, the Board shall include findings of fact relative to its decision. A special meeting of the Board of Adjustment to hear variance requests may be called by the Board chair upon written request and payment of a special meeting fee established by the Land Services Planning and Zoning Committee.

(7) VARIANCE STANDARDS. The Board of Adjustment shall review all variance requests against the standards provided under Wisconsin Statutes and applicable case law, and with the consideration to the following questions:

(a) What exceptional or extraordinary conditions, circumstances, or special factors are present which apply only to the subject property, and which prevent compliance with ordinance standards? The response to this question shall clearly indicate how the subject property contains factors which are not present on other properties in the same zoning district or within the same area that prevent compliance with one or more ordinance standards.

(b) In what manner do the above conditions or circumstances unreasonably prohibit the development of the property from being used for a permitted purpose or would render conformity with such restrictions unnecessarily burdensome with the requested variances? The response to this question shall clearly indicate how the requested variance is essential to make the subject property developable so that property rights enjoyed by the owners of similar properties can be enjoyed by the owners of the subject property.

(c) Would the granting of the proposed variance result in a substantial or undue adverse impact on adjacent properties, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare? The response to this question shall clearly indicate how the proposed variance will have no substantial or undue impact on these factors.

(d) Have the factors which present the reason for the proposed variance been created by the act of the applicant or previous property owner after the effective date of this chapter? The response to this question shall clearly indicate that such factors existed prior to the effective date of this chapter and were not created by action of the applicant or a previous property owner.

(e) Does the proposed variance involve the proposed use of the property? The response to this question shall clearly indicate that the requested variance does not involve the proposed use, as use variances are not permitted.

(8) EFFECT OF DENIAL. No variance request which has been disapproved shall be resubmitted for a period of 12 months from the date of final Board of Adjustment action, except on grounds of new evidence or proof of changed factors found valid by the Board.

(9) TIME LIMITS ASSOCIATED WITH VARIANCES. An approved variance shall expire 24 months from the date issued if the work described in the permit is not commenced, unless a one-time, one-year extension is applied for, without fee, from the Board of Adjustment prior to the expiration date.

Motion by:				
Second by:				
Dist.	Supervisor	Y	N	Abs
1	Bialecki			
2	Anderson-Malm			
3	McCrank			
4	Ossness			
5	Wendorf			
6	Ashbeck			
7	Rusch			
8	Thiel			
9	Friske			
10	Boyd			
11	Detert			
12	DePasse			
13	Brixius			
14	Hafeman			
15	Lemke			
16	Miller			
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 Lincoln County Board of Supervisors on:

Christopher J Marlowe,
 County Clerk

 , County Board Chair

ORDINANCE 2024-02-753

Chapter 17 –Zoning Ordinance – Board of Adjustment

An Ordinance amending portions of Lincoln County Zoning Ordinance – Chapter 17, section 17.8.65 (Appeals of Zoning Interpretations) and 17.8.30 (Appeals of Committee Decisions).

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

This ordinance shall take effect following its passage and posting.

Dated: February 19, 2024

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: 1/11/24

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

Chapter 17-Proposed Zoning Ordinance Text Amendments.

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

17.8.30 (10)- APPEALS OF COMMITTEE DECISIONS.

(10) APPEALS OF COMMITTEE DECISIONS. If the Committee denies a person's conditional use permit application, the person may appeal the decision to the circuit court under the procedures contained in §59.694(10), Wis. Stats. (Am. #2018-05-659). The Committee's decision on a conditional use permit application shall not be reviewed by the Board of Adjustment.

17.8.65- APPEALS OF ZONING INTERPRETATIONS.

(1) PURPOSE. The purpose of this section is to provide regulations which enable the Board of Adjustment to hear and decide requests for appeals from the interpretations, orders, requirements, or decisions of the Zoning Administrator ~~and conditional use permit decisions of the Planning and Zoning Committee~~, where it is alleged that there is an error in any decision as provided for by Wisconsin Statutes and applicable case law.

(2) APPLICATION FOR AN APPEAL. Proceedings for an appeal may be initiated by any person aggrieved, or by any officer, department, board, or bureau of the County affected by any decision of the Zoning Administrator. Any appeal must be made within a period not exceeding 30 days from the date of issuance of the interpretation, order, requirement, or decision of the Zoning Administrator. The appeal shall be initiated by an application to the Zoning Administrator, which shall include the following data and supplementary materials:

- (a) A completed form, provided by the Zoning Administrator, including basic information on the specific nature of the interpretation, order, requirement, or decision of the Zoning Administrator, the reasons for the appeal of such action, and the remedy sought;
- (b) Other pertinent information as requested by the Board of Adjustment to make a determination on the appeal; and
- (c) The required review fee, as provided through the fee schedule approved annually by the Land Services ~~Planning and Zoning~~ Committee.

(3) ZONING ADMINISTRATOR REPORT. The Zoning Administrator or his designee shall prepare a report on the appeal request, evaluating it based on its harmony with the purposes of this chapter and the applicable division or section, the comprehensive plan, State and Federal law, and sound planning and zoning principles; and shall provide rationale for the initial interpretation, order, requirement or decision that prompted the request.

(4) PUBLIC HEARING. The Zoning Administrator shall cause to be scheduled and noticed a public hearing before the Board of Adjustment meeting the requirements of §59.694(7), Wis. Stats. Not less than 10 days before the public hearing, the Zoning Administrator shall mail the petition and a public hearing notice to the Board of Adjustment, the petitioner, and the appropriate office of WisDNR if the action affects resources under its jurisdiction. The Zoning Administrator's report shall also be provided to the Board of Adjustment and petitioner in advance of the hearing, and to other interested parties on a request basis.

(5) BOARD OF ADJUSTMENT ACTION. As soon as possible following the public hearing, the Board of Adjustment shall reverse or affirm the interpretation, order, requirement or decision, wholly or in part, or may modify the interpretation, order, requirement or decision. The Board shall evaluate the request based on its harmony with the purposes of this chapter and the applicable division or section, the comprehensive plan, State and Federal law, case law, and sound planning and zoning principles. In its action, the Board shall include findings of fact relative to its decision. A special meeting of the Board of Adjustment to hear appeals may be called by the Board chair upon written request and payment of a special meeting fee established by the Land Services Planning and Zoning Committee.

Motion By:**Second By:**

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

AN ORDINANCE TO AMEND THE APPENDIX PER SECTION 20.1.5
(GENERAL PORVISIONS-OFFICIAL MAPS BASED ON OTHER STUDIES) OF
THE LINCOLN COUNTY FLOODPLAIN ZONING ORDINANCE

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

Chapter 20.1.5 (Appendix), Lincoln County Code, is amended as follows:

Map dated October 17th, 2023 and titled “Fox Valley and Lake Superior Rail System Bridge 105.34 Over Pine River – Pine River Floodway and Flood Fringe”.

Floodway data table dated September 29th, 2023 and titled “Floodway Data From HEC-RAS Results, Pine River” which is included in the report titled “WDNR Comment Responses, Preliminary Hydraulic Analysis Comments – Fox Valley and Lake Superior Rail System Pine River Bridge 105.34” dated September 29, 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:

This ordinance shall take effect following its passage and posting.

Dated: February 19, 2024

Christopher J. Marlowe
Lincoln County Clerk

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: 12/14/23

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

Ordinance 2024-02-754

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
107 Sulliff Avenue
Rhineland WI 54501-3349

Tony Evers, Governor
Adam N. Payne, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



October 31, 2023

Mike Huth
Lincoln County Zoning Program Manager
801 N. Sales Street, Suite 103
Merrill WI 54452

Expedited delivery via: mike.huth@co.lincoln.wi.us

Subject: Department Review of "Fox Valley and Lake Superior Rail System Bridge 105.34",
Floodplain Study, Town of Pine River, WI, FAD #20936

Dear Mr. Huth:

On August 1st, 2023, your department emailed me to request a Department review of a Flood Study for a proposed structure replacement for The Fox Valley and Lake Superior Rail System over the Pine River in the Town of Pine River. The study was prepared by Origin Design on behalf of the rail system. The project is located in the NE ¼ of NW ¼ of Section 33, T31N, R7E, Town of Pine River in Lincoln County. The proposed project is located in the Pine River Zone A floodplain. There is currently no floodway delineation at the project location. The Department concluded on the basis of Lincoln County's Floodplain Zoning Ordinance as well as Administrative Code NR116, that a floodplain analysis was necessary to delineate the floodway and determine the effects on water surface elevations due to the proposed project.

This project involves replacing the existing 6-span rail bridge with a new 5-span bridge over the Pine River. The Department's review found that the revised study submitted on October 17th, 2023, under the Professional Seal of Noah Hofrichter, P.E. - Origin Design, meets the requirements of NR 116, Wisconsin Administrative Code and has therefore gained the Department's approval.

The floodplain analysis showed no change or slight decrease (less than 0.10') to the 100-year water surface profile in the study area as a result of the proposed bridge replacement.

The products of the analysis including the floodplain map, floodway data table, and flood profile can be adopted into the Lincoln County Official Maps Section of the Floodplain Ordinance for regulatory purposes:

1. Map dated October 17th, 2023 and titled "Fox Valley and Lake Superior Rail System Bridge 105.34 Over Pine River - Pine River Floodway and Flood Fringe".
1. Floodway data table dated September 29th, 2023 and titled "Floodway Data From HEC-RAS Results, Pine River" which is included in the report titled "WDNR Comment Responses, Preliminary Hydraulic Analysis Comments - Fox Valley and Lake Superior Rail System Pine River Bridge 105.34" dated September 29, 2023.

dnr.wi.gov
wisconsin.gov



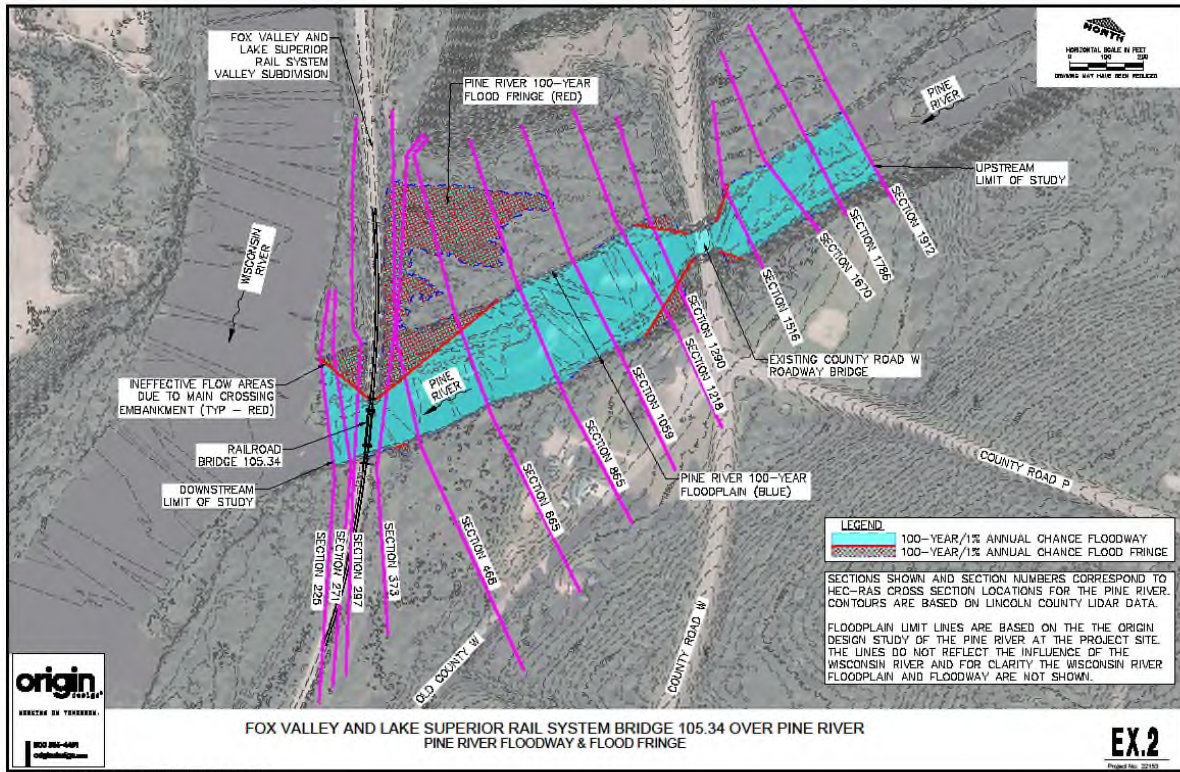
Page 2

This approval does not account for any local ordinance variations. If you have any questions, please contact me at (715) 493-0371 or forresta.vanasten@wisconsin.gov.

Forrest Van Asten, P.E.
Water Management Engineer
Wisconsin Department of Natural Resources
Rhineland Service Center

Cc: Laura Boquist, Lincoln County Shoreland Land Use Specialist

Ordinance 2024-02-754



Floodway Data From HEC-BAS Results, Pine River

(Note: Floodway is an unofficial floodway created by Origin Design in September 2023. There is not a regulatory floodway for the Pine River)
Created 9/29/2023

Existing Bridge Replacement Results:

Reach	River Sta	Profile	Distance Between Sections (ft)	100-year Discharge (cfs)	Drainage Area (Sq. Mi.)	Floodway Top Width (ft)	Cross Section Flow Area (sq ft)	Vel Total (ft/s)	100-year Base Flood Elevation (ft)	W.S. Elev (Encroached) (ft)	Prof Delta W5 (ft)
Pine River	225	100-YR-ENC	-	8135	122	246	2179.32	3.73	1225.18	1224.33	0.85
Pine River	271	100-YR-ENC	46	8135	122	159	1702.16	4.78	1225.17	1224.27	0.9
Pine River	297	100-YR-ENC	26	8135	122	171	1802.86	4.51	1225.24	1224.29	0.95
Pine River	373	100-YR-ENC	76	8135	122	167	2017.7	4.15	1225.71	1224.86	0.85
Pine River	468	100-YR-ENC	95	8135	122	203	1872.04	4.35	1225.71	1224.90	0.81
Pine River	665	100-YR-ENC	197	8135	122	217	1786.25	4.55	1225.8	1224.99	0.81
Pine River	865	100-YR-ENC	200	8135	122	237	2107.33	3.86	1226.07	1225.33	0.74
Pine River	1059	100-YR-ENC	194	8135	122	262	2475.6	3.29	1226.25	1225.47	0.79
Pine River	1218	100-YR-ENC	159	8135	122	208	2064.41	4.27	1226.23	1225.45	0.78
Pine River	1290	100-YR-ENC	72	8135	122	149	1591.53	5.13	1226.21	1225.45	0.77
Pine River	1516	100-YR-ENC	226	8135	122	144	1571.03	5.18	1228.06	1227.92	0.15
Pine River	1670	100-YR-ENC	154	8135	122	109	1211.52	6.71	1228.03	1227.95	0.08
Pine River	1786	100-YR-ENC	116	8135	122	104	1331.27	6.11	1228.27	1228.14	0.14
Pine River	1912	100-YR-ENC	126	8135	122	110	1401.29	5.81	1228.43	1228.30	0.13

Proposed Bridge Replacement Results:

Reach	River Sta	Profile	Distance Between Sections (ft)	100-year Discharge (cfs)	Drainage Area (Sq. Mi.)	Floodway Top Width (ft)	Cross Section Flow Area (sq ft)	Vel Total (ft/s)	100-year Base Flood Elevation (ft)	W.S. Elev (Encroached) (ft)	Prof Delta W5 (ft)
Pine River	225	100-YR-ENC	-	8135	122	246	2179.32	3.73	1225.18	1224.33	0.85
Pine River	271	100-YR-ENC	46	8135	122	159	1702.16	4.78	1225.17	1224.27	0.9
Pine River	297	100-YR-ENC	26	8135	122	171	1802.86	4.51	1225.24	1224.29	0.95
Pine River	373	100-YR-ENC	76	8135	122	172	2013.1	4.04	1225.68	1224.85	0.84
Pine River	468	100-YR-ENC	95	8135	122	203	1865.3	4.36	1225.68	1224.87	0.81
Pine River	665	100-YR-ENC	197	8135	122	217	1779.24	4.57	1225.76	1224.96	0.81
Pine River	865	100-YR-ENC	200	8135	122	237	2100.33	3.87	1226.04	1225.31	0.73
Pine River	1059	100-YR-ENC	194	8135	122	262	2468.24	3.3	1226.22	1225.44	0.78
Pine River	1218	100-YR-ENC	159	8135	122	208	2057.67	4.28	1226.2	1225.43	0.78
Pine River	1290	100-YR-ENC	72	8135	122	149	1587.35	5.14	1226.19	1225.42	0.77
Pine River	1516	100-YR-ENC	226	8135	122	144	1569.52	5.18	1228.05	1227.92	0.14
Pine River	1670	100-YR-ENC	154	8135	122	109	1210.4	6.72	1228.02	1227.95	0.07
Pine River	1786	100-YR-ENC	116	8135	122	104	1330.3	6.12	1228.27	1228.14	0.13
Pine River	1912	100-YR-ENC	126	8135	122	110	1400.3	5.81	1228.43	1228.30	0.13



County Board Report

TO: County Board

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

DATE: 2/9/24

SUBJECT: Ordinance Text Amendment - DIVISION 17.3 - LAND USE DESCRIPTIONS AND STANDARDS

This memo is to provide information regarding the proposed amendments (see attached) to sections 17.3.02, 17.3.03, 17.3.04, 17.3.05, 17.3.08, and 17.3.09 of the Lincoln County Zoning Ordinance.

The purpose of section 17.3 is to list, describe, and provide regulations specific to various land uses allowed in one or more zoning districts under Section 17.2.100 (land use charts for permitted and conditionally permitted). The sections are organized according to general categories of uses, including rural; residential; commercial; institutional and recreational; industrial; and accessory land uses. Following the listing of each specific land use is a paragraph describing that land use. In many cases, one or more regulations related to that land use are then provided. Based upon edits earlier in 2023 to the land use charts; the LSC has taken a closer look at the performance standards that are in ordinance.

BACKGROUND:

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 and asking for resolutions of support or rejection. The public hearing was noticed in the proper manner and the LSC conducted the public hearing on February 8, 2024, 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 ordinances and supplemental documents showing the ordinance text edits.

Motion by:

Second by:

Dist.	Supervisor	Y	N	Abs
1	Bialecki			
2	Anderson-Malm			
3	McCrank			
4	Ossness			
5	Wendorf			
6	Ashbeck			
7	Rusch			
8	Thiel			
9	Friske			
10	Boyd			
11	Detert			
12	DePasse			
13	Brixius			
14	Hafeman			
15	Lemke			
16	Miller			
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 Lincoln County Board of Supervisors on:

Christopher J Marlowe,
County Clerk

, County Board Chair

ORDINANCE 2024-02-755

Chapter 17 –Zoning Ordinance – Land Use Descriptions and Standards

An Ordinance amending portions of Lincoln County Zoning Ordinance – Chapter 17, section 17.3, specifically; 17.3.02(Rural Land Uses).

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

This ordinance shall take effect following its passage and posting.

Dated: February 19, 2024

Authored by: Marty Lemke
Co-Sponsored by: Randy Detert, Greg Hartwig, Elizabeth McCrank, and Greta Rusch, William Bialecki
Committee: Land Services Committee
Committee Vote: 6-0
Fiscal Impact: None

Date Passed: 2/8/24

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

Chapter 17-Proposed Zoning Ordinance Text Amendments.

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

17.3.02 - RURAL LAND USES

- (1) AGRICULTURAL RECREATION AND HOBBY USE. Includes operations conducted as a principal use of a parcel in which agricultural commodities and livestock are used for either hobby or recreational purposes ~~and or~~ to supplement household food supply. Does not include any use defined as a "farm" under Section 17.1.14.

Regulations:

- (a) Shall meet requirements associated with the keeping of animal units as specified in Section 17.5.09.
- (b) Accessory farm structures including, but not limited to, barns, sheds, silos, equipment garages, and towers may be located on the same lot as a primary farm operation, or on a separate lot in conjunction with the farm operation.

- (2) LIGHT AGRICULTURAL USE. Includes farm operations in which agricultural commodities, livestock, or both are used as sources for supplementing household food supplies and income. Such operations generally do not employ nonfamily labor. Such operations shall keep no more than 100 animal units. Examples of such land uses include, but are not limited to, croplands; orchards; cranberry bogs and harvesting facilities; exotic animal raising; small dairy farms; small stables; beekeeping; sod farms; aviaries; and the harvesting of wild crops such as marsh hay, ferns, moss, wild rice, maple syrup, berries, tree fruits and tree seeds in a manner that is not injurious to natural reproduction of such crops.

Regulations:

- (a) Shall meet requirements associated with the keeping of animal units as specified in Section 17.5.09.
- (b) Accessory farm structures including, but are not limited to, barns, sheds, silos, equipment garages, and towers may be located on the same lot as a primary farm operation, or on a separate lot in conjunction with the farm operation.
- (c) Accessory outdoor storage areas for farm-related materials may be located on the same lot as the active, principal farm operation use, provided that such area is completely screened from public roads and residentially zoned properties, confined to one area, does not accept or store materials from outside the farm operation

unless intended for use by the farm operation, and meets all applicable State regulations.

(d) Cranberry bogs and harvesting shall not be allowed in any residential zoning district.

(e) May be subject to additional restrictions upon conditional use permit approval in districts where allowed as a conditional use.

- (3) **GENERAL AGRICULTURAL USE.** Includes farm operations in which agricultural commodities, livestock, or both are raised with the intention of being commercially viable operations. A commercially viable operation is defined as one that provides the majority of the owner/operators annual income and frequently employs nonfamily labor. Such operations may keep between 101 and 500 animal units. Examples of such land uses include, but are not limited to, feed lots, hog farms, large stables, poultry operations, fish farms, dairy operations, commercial greenhouse operations, and value added agriculture for products raised on site.

Regulations:

(a) Shall meet requirements associated with the keeping of animal units as specified in Section 17.5.09.

(b) Accessory farm structures including, but not limited to, barns, sheds, silos, equipment garages, and towers may be located on the same lot as a primary farm operation, or on a separate lot in conjunction with the farm operation.

(c) Accessory outdoor storage areas for farm-related materials may be located on the same lot as the active, principal farm operation use, provided that such area is completely screened from public roads and residentially zoned properties, confined to one area, does not accept or store materials from outside the farm operation unless intended for use on the by the farm operation, and meets all applicable State regulations.

- (4) **INTENSIVE AGRICULTURAL USE.** (Am. #2006-11-491) Includes large-scale farm operations in which agricultural commodities, livestock, or both are raised with the intention of being commercially viable operations. A commercially viable operation is defined as one that provides the majority of the owner/operators annual income and frequently employs nonfamily labor. Such operations may have more than 500 animal units. Examples of such land uses include, but are not limited to, feed lots, large hog farms, large stables, poultry operations, fish farms, large dairy operations, commercial greenhouse operations, and value added agriculture for products raised on site.

Regulations: The following regulations shall apply with exceptions provided for certain livestock facilities covered under Wis. Adm. Code ATPC 51. Refer to ATPC 51 for applicable regulations.

(a) Shall meet requirements associated with the keeping of animal units as specified in Section 17.5.09.

- (b) Shall submit, have approved by the Lincoln County Land Conservation Department, and implement soils information, an erosion control plan, a nutrient management plan, and stormwater management plan, meeting all applicable County and State standards.
 - (c) Shall maintain records regarding manure application, crop history, and testing, subject to inspection upon written request and reasonable notice from the Land Conservation Department.
 - (d) Shall meet all agricultural performance standards in ATCP 50 and NR 151, Wis. Adm. Code.
 - (e) Shall not be located in, or adjacent to, a major subdivision.
 - (f) Accessory farm structures including, but not limited to, barns, sheds, silos, equipment garages, and towers may be located on the same lot as a primary farm operation, or on a separate lot in conjunction with the farm operation.
 - (g) Accessory outdoor storage areas for farm-related materials may be located on the same lot as the active, principal farm operation use, provided that such area is completely screened from public roads and residentially zoned properties, confined to one area, does not accept or store materials from outside the farm operation unless intended for use on the by the farm operation, and meets all applicable State regulations.
- (5) AGRICULTURAL COMMERCIAL USE. Includes all operations pertaining to the retail sale, handling, processing, transport, packaging, storage, or disposal of agricultural equipment, products, by-products, or materials primarily used by agricultural operations. Examples of such land uses include, but are not limited to, agricultural implement sales, storage, or repair operations; feed and seed stores; agricultural chemical dealers and/or storage facilities; animal feed storage facilities; commercial dairies; food processing facilities; slaughterhouse; meat processing; licensed farm auction operations; canning and other packaging facilities; greenhouses and garden centers; orchard stores; and agricultural waste disposal facilities. Also includes farms open to the public for demonstrations, tours, hayrides, regular farm breakfasts, and other similar events.

Regulations:

- a) Shall not be located in, or adjacent to, a major residential subdivision.
- b) Slaughterhouses and Meat Processing operations shall be located no less than 1,000 feet from any residential structure other than that of the owner of the property, agent, or employee.
- c) All refuse shall be stored within containers secured from disturbance by wildlife. Except when temporarily placed for pickup, all such containers shall be located or screened so as not to be in public view.

Parking Requirements: One parking space per employee on the largest work shift or one space for every 200 square feet of product display area, depending on the specific land use type.

- (6) FORESTRY COMMERCIAL USE. Includes operations pertaining to the handling, transport, processing, storage, sale, or repair of forestry equipment, products, by-products, or materials primarily used by forestry operations. Examples of such land uses include, but are not limited to, commercial logging operations, non-portable sawmills, debarking operations, chipping facilities, maple syrup production and sales, and similar uses. Not included within this land use category are portable sawmills, paper mills, box manufacturing operations, or other large scale packaging or finish processing facilities.

Regulations: Shall not be located in, or adjacent to, a major subdivision.

Parking Requirements: One parking space per employee on the largest work shift or one space for every 200 square feet of product display area, depending on the specific land use type.

- (7) SILVICULTURE USE. Includes all commercial logging operations primarily oriented to the outdoor planting, thinning and harvesting of timber, pulp woods, and other forestry products for commercial purposes. This land use includes trees which are raised as a crop to be replaced with more trees after harvesting, such as tree nurseries or Christmas tree operations. Also includes cranberry bogs, maple syrup tapping, and wild rice harvesting.

Regulations:

- (a) Accessory forestry structures including, but not limited to, sheds, equipment garages, towers, and barns, may be located on the same lot as a primary forest operation, or on a separate lot in conjunction with the forestry operation.

~~(b) Minimum lot size shall be 5 acres.~~

~~(c) Cranberry bogs and harvesting shall not be allowed in any residential zoning district.~~

Motion by:				
Second by:				
Dist.	Supervisor	Y	N	Abs
1	Bialecki			
2	Anderson-Malm			
3	McCrank			
4	Ossness			
5	Wendorf			
6	Ashbeck			
7	Rusch			
8	Thiel			
9	Friske			
10	Boyd			
11	Detert			
12	DePasse			
13	Brixius			
14	Hafeman			
15	Lemke			
16	Miller			
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 Lincoln County Board of Supervisors on:

Christopher J Marlowe,
County Clerk

, County Board Chair

ORDINANCE 2024-02-756

Chapter 17 –Zoning Ordinance – Land Use Descriptions and Standards

An Ordinance amending portions of Lincoln County Zoning Ordinance – Chapter 17, section 17.3, specifically; 17.3.03 (Residential Land Uses).

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

This ordinance shall take effect following its passage and posting.

Dated: February 19, 2024

Authored by: Marty Lemke
Co-Sponsored by: Randy Detert, Greg Hartwig, Elizabeth McCrank, and Greta Rusch, William Bialecki
Committee: Land Services Committee
Committee Vote: 6-0
Fiscal Impact: None

Date Passed: 2/8/24

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

Chapter 17-Proposed Zoning Ordinance Text Amendments.

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

17.3.03 – RESIDENTIAL LAND USES

- (1) SINGLE-FAMILY DWELLING. A dwelling unit designed for, converted to, and/or occupied by one family and not attached to another dwelling unit. This land use category does not include a mobile home. This land use category includes a manufactured home as described in this section, but only if said manufactured home meets the following regulations applicable to all single-family dwellings.

Regulations:

- (a) All wheels, axles, transportation lights, and other related towing apparatuses shall be removed.
- (b) The dwelling must be attached to a finished, permanent foundation, such as a poured concrete slab or a basement.

~~(b) Except within the Forestry zoning district:~~

- ~~1. The dwelling must be attached to a finished, permanent foundation, such as a poured concrete slab or a basement.~~
 - ~~2. Reserved. (Rpld. #2006-06-477)~~
 - ~~3. The dwelling shall be served by a private on-site or group waste treatment system approved under SPS 383, Wis. Adm. Code, and Chapter 22 of the Lincoln County Code of Ordinances. (Am. #2018-05-659)~~
 - ~~4. The dwelling shall include a roof pitch of at least 3 feet in rise for every 12 feet in run.~~
- (c) Shall provide an acceptable sewage treatment and/or disposal system meeting the requirements of all applicable State regulations and Chapter 22 of the Lincoln County Code of Ordinances.

Parking Requirements : 2 spaces per dwelling unit. (Cr. #2006-06-477)

- (2) FARM DWELLING. A specific subcategory of single-family dwelling located on the same property as any of the principal agricultural land uses listed in this chapter and occupied by one or more family members who earns a substantial part of his or her livelihood from farm operations on the farm. There may be a second farm dwelling on a lot or parcel if this criterion is met.

Regulations : Shall provide an acceptable sewage treatment and/or disposal system meeting the requirements of all applicable State regulations and Chapter 22 of the Lincoln County Code of Ordinances.

- (3) SEASONAL DWELLING. A specific subcategory of single-family dwelling used on an intermittent basis for recreational purposes such as, but not limited to, a vacation cottage, recreational cabin, or hunting cabin. Because its impacts are typically less than those of a single-family dwelling occupied on a more regular or permanent basis, a seasonal dwelling meeting the regulations below is allowed in additional zoning districts per Section 17.2.100.

Regulations :

- (a) May not be utilized as the primary residence of any individual.
- (b) May not be occupied more than 180 days in any 365-day period.
- (c) Any dwelling that does not meet any of the regulations in subsections (a) through (e) shall not be considered a seasonal dwelling for the purposes of this chapter, but instead shall be regulated as a standard single-family dwelling.
- (d) Shall provide an acceptable sewage treatment and/or disposal system meeting the requirements of all applicable State regulations and Chapter 22 of the Lincoln County Code of Ordinances.

Parking Requirements : 2 spaces per dwelling unit. (Cr. #2006-06-477)

- (4) TWO-FAMILY DWELLING. A building designed or altered to provide 2 attached dwelling units for 2 separate families, including two-flats, duplexes, granny flats, and buildings or sites with over-garage apartments. This does not include caretaker's residences as described in section 17.3.09(6). Each dwelling unit may be owner-occupied or renter-occupied, with the unit and/or land held in fee simple or condominium ownership. In the case of duplexes, the 2 dwelling units may or may not be located on separate lots. Where each side of the duplex is located on a separate lot, the following regulations shall apply.

Regulations (Where Each Unit Located on Separate Lot) :

- (a) The entire building shall be constructed at one time.
- (b) The common wall shall be a minimum one hour fire wall running from the lowest floor level, from the basement to the underside of the roof sheathing, except that basements shall be provided across lot lines where necessary for utility services.
- (c) Matters of mutual concern to the adjacent property owners due to construction, catastrophe, and maintenance shall be guarded by deed restrictions, which shall be recorded with the Lincoln County Register of Deeds before a zoning permit is issued.
- (d) Shall provide an acceptable sewage treatment and/or disposal system meeting the requirements of all applicable State regulations and Chapter 22 of the Lincoln County Code of Ordinances.

Parking Requirements : 2 spaces per dwelling unit.

- (5) MULTIPLE-FAMILY DWELLING. A building designed or altered to provide 3 or more attached dwelling units, with each dwelling unit occupied by a separate family. Each dwelling unit may be owner-occupied or renter-occupied, with the building, lot, and/or unit in fee simple or condominium ownership. Multiple-family dwellings containing greater than 8 dwelling units shall be subject to additional regulations due to their potential impact on rural character, neighborhood impact, parking, and traffic. Where each dwelling unit is located on a separate lot, a separate set of regulations shall apply. Both sets of regulations are as indicated below.

Regulations (For Multiple-family dwellings With Greater Than 8 Units) :

- (a) The project shall meet all application and review standards included in Sections 17.8.30 (for conditional uses) and 17.8.40 (for site plan review).
- (b) At least one parking space per unit shall be provided within a fully enclosed garage, either at grade or subgrade.
- (c) Surface parking lots and garages shall be located and/or buffered with landscaping, varied setbacks or recessed garage doors, or some combination so that they are not the dominant visual elements from public roads.
- (d) All refuse containers shall be located indoors or screened from public view per the standards in Section 17.5.05.
- (e) ~~Shall provide an appropriate recreational area.~~ Shall provide a minimum of 1,000 square feet of common recreation open space, plus an additional 450 square feet for each unit beyond 3 units. Such common open space shall be regular in shape and shall not be subject to flooding or lengthy periods of wet conditions. Common recreation open space shall be maintained in perpetuity by the property owner or designated agent.
- (f) Shall provide an acceptable sewage treatment and/or disposal system meeting the requirements of all applicable State regulations and Chapter 22 of the Lincoln County Code of Ordinances.

Regulations (Where Each Unit is Located on a Separate Lot) :

- (a) The entire building shall be constructed at one time.
- (b) The common wall shall be a minimum one-hour fire wall running from the lowest floor level, from the basement to the underside of the roof sheathing, except that basements shall be provided across lot lines where necessary for utility services.
- (c) Matters of mutual concern to the adjacent property owners due to construction, catastrophe, and maintenance shall be guarded by private covenants or deed restrictions, which shall be recorded with the Lincoln County Register of Deeds before a zoning permit is issued.
- (d) Shall provide an acceptable sewage treatment and/or disposal system meeting the requirements of all applicable State regulations and Chapter 22 of the Lincoln County Code of Ordinances.

Parking Requirements : 2 spaces per dwelling unit.

- (6) MOBILE HOME. A transportable factory built structure as is defined in §101.91(2k), Wis. Stats., designed for long-term occupancy by one family and built prior to June 15, 1976, the effective date of the Federal Manufactured Housing Construction and Safety Standards Act. A mobile home is not considered to be a type of single-family dwelling for the purposes of this chapter.

Regulations :

- (a) In districts where they are allowed, except for seasonal mobile homes allowed in the Forestry zoning district, the mobile home must be attached to a finished, permanent foundation, such as a poured concrete slab or a basement, which complies with the requirements of Chapters 20 through 25 of the Wisconsin Uniform Dwelling Code.
- (b) Mobile homes placed within mobile home parks are subject to all applicable regulations associated with that land use category.
- (c) In the Forestry zoning district, mobile homes shall meet all regulations associated with seasonal dwellings.
- (d) Shall provide an acceptable sewage treatment and/or disposal system meeting the requirements of all applicable State regulations and Chapter 22 of the Lincoln County Code of Ordinances.
- (e) Shall provide skirting to comply with Wisconsin Uniform Dwelling Code. ~~where applicable. (Cr. #2006-06-477)~~

Parking Requirements : 2 spaces per mobile home.

- (7) MANUFACTURED HOME. A residential dwelling for one family as is defined in §101.91(2), Wis. Stats., fabricated in an off-site facility for installation or assembly at the building site, bearing a HUD label or insignia certifying that it is built in compliance with the Federal Manufactured Housing Construction Standards under 42 U.S.C. § 5401 to 5426, and built after June 14, 1976. A manufactured home shall be considered a single-family dwelling for the purposes of this chapter only where it meets the regulations of Section 17.3.03(1).

Regulations :

- (a) Manufactured homes placed within manufactured home parks are subject to all applicable regulations associated with that land use category.
- (b) In the Forestry zoning district, manufactured homes shall meet all regulations associated with seasonal dwellings.
- (c) Shall provide an acceptable sewage treatment and/or disposal system meeting the requirements of all applicable State regulations and Chapter 22 of the Lincoln County Code of Ordinances.
- (d) Shall provide skirting to comply with Wisconsin Uniform Dwelling Code. ~~where applicable. (Cr. #2006-06-477)~~

Parking Requirements : 2 spaces per manufactured home.

- (8) MANUFACTURED HOME PARK; MOBILE HOME PARK. A parcel of land or subdivision used for the placement of 2 or more mobile homes and/or manufactured homes. Manufactured home developments and subdivisions shall not be included under this land use category where all manufactured homes meet the regulations of Section 17.3.03(1).

Regulations :

- (a) The applicant for rezoning to the MH Mobile Home Park district shall submit the following information with the application to the Zoning Administrator:
1. A written description of the proposed mobile or manufactured home park, including proposed terms of sale or lease of sites; park rules; a maintenance program and responsibilities; types of homes to be constructed or allowed; other ancillary uses for the site; and assurances that the site will be developed and operated in accordance with all approved plans, including bylaws and deed restrictions.
 2. A site plan map(s), drawn to scale, and including information listed in Section 17.8.40 plus the proposed mobile or manufactured home park layout; location of home sites, roads, parking areas, and site boundaries; existing topography lines; existing natural features including waterways, wetlands, floodplains, woodlands, and shoreland areas; required perimeter and home setbacks and spacing; existing and proposed buildings and other structures; water supply well and lines; sanitary waste disposal lines and system; grading and stormwater management plan; covered or screened refuse storage areas; proposed types and locations of landscape plantings and recreation areas; proposed development phasing if any; and any other information the Zoning Administrator shall deem necessary. Professional engineering assistance is encouraged in such design, especially of roadways, home siting, site grading and stormwater management, and utility placement.
- (b) Shall conform to requirements of Wisconsin Administrative Code Chapter Comm 95 HFS 177, Wis. Adm. Code.
- (c) Shall provide an acceptable sewage treatment and/or disposal system meeting the requirements of all applicable State regulations and Chapter 22 of the Lincoln County Code of Ordinances.
- (d) Shall conform to all dimensional requirements of the MH Mobile Home Park district, per Section 17.2.41.
- (e) Shall have direct access to a public road and a circulation plan that facilitates the safe and efficient movement of emergency vehicles.
- (f) All access interior park roads shall be a minimum of 20 feet in width. All interior park roads, driveways to individual home sites, and parking areas shall be hard surfaced, and maintained in a dust-free condition. Where driveways to individual home sites are located on opposite sides of the road, they shall be offset to avoid collisions when backing out.

- (g) Lighting meeting the standards in Section 17.5.04 shall be provided at all intersections of interior park roads with one another and with public roads, and at common areas such as mailbox locations, dumpsters, and playgrounds.
- (h) All dumpsters shall be screened per the standards in Section 17.5.05.
- (i) Home sites and access drives shall be located, graded, and maintained to provide each site with positive site drainage and for each site to be free from flooding. All sites shall be provided with anchor points for securing mobile or manufactured homes.
- (j) Shall provide a minimum of one acre of common recreation open space, plus an additional 500 square feet for each home site or lot in the park. The minimum required perimeter setback and individual home sites shall be included in the gross site area, but not in the calculation of common recreation open space. Such common open space shall be regular in shape and shall not be subject to flooding or lengthy periods of wet conditions. Common recreation open space shall be maintained in perpetuity by the mobile or manufactured park owner.
- (k) Each mobile or manufactured home, principal and accessory building, and vehicle parking area shall meet the minimum shoreland setback associated with any navigable waterway in Chapter 21 of the Lincoln County Code of Ordinances and the highway setback requirements of Section 17.4.10. There shall be a 40-foot landscaped buffer setback from all other exterior lot lines of the mobile or manufactured home park to all home sites, roads, parking areas, recreation areas, wells, and private sewage disposal systems. Roads and utility crossings of the buffer setback shall be minimized and shall occur at right angles wherever possible. The project shall provide a landscaped bufferyard (see Section 17.5.05) along all exterior lot lines.
- (l) All mobile or manufactured homes shall be used for dwelling purposes. No mobile or manufactured home site shall be rented for a period of less than 30 days.
- (m) The mobile or manufactured home park shall be owned by a single individual, trust, partnership, public or private association, or corporation, except for a mobile or manufactured home subdivision, where a homeowners association shall be established for the management and maintenance of all common areas not in public ownership.

Parking Requirements : 2 hard-surfaced parking spaces per home.

- (9) CAMPING UNIT. Includes any portable device, ~~not more than 400 square feet in area~~, used as a temporary dwelling, including but not limited to a camping trailer, motor home, recreational vehicle, or tent. Does not include the storage of such camping unit on a lot.
(Am. #2018-05-659)

Regulations :

- (a) County permits, as identified in Section 17.2.100 shall be required for any camping units that is occupied remain on a property for over 60 days cumulative within a per

calendar year. (Cr. #2006-06-477; Am. #2018-05-659)

- (b) Adequate sanitation meeting all applicable State and County regulations, such as a private on-site waste disposal system or privy, shall be required for units that are occupied that remain on a property for over 60 days cumulative within a calendar year.
 - (c) When more than one camping unit is proposed on a lot, each additional camping unit, but no more than 3, are required to have the minimum lot size required under Section 18.7.08. (For example, if the minimum lot area required is 40,000 square feet; an additional camping unit would be required to have a minimum lot size of 80,000 square feet.)
 - 1. Shall not be more than one occupied permitted camping unit per parcel in a residential zoning district meeting applicable setbacks. (Am. #2018-05-659)
 - (d) Visitant, unpermitted camping units are allowed to be occupied on the property so long as the total cumulative days of occupied visitant camping units do not exceed 60 days in a calendar year.
 - (e) All stored camping units shall be closed, disconnected from electrical and water supply and be located in an area meeting applicable setbacks and outside of floodplains and wetlands.
 - 1. Shall not be more than one stored camping unit meeting applicable setbacks per parcel in a residential zoning district that contains a principle structure. (Cr. #2018-05-659)
 - (f) Rental of any camping unit is not permitted per 17.8.51 outside of a permitted private campground/camping resort.
 - (g) In the event that a permitted camping unit is replaced by a different camping unit, a new land use permit is not required, provided that the camping unit is located in an area meeting applicable setbacks and outside of floodplains and wetlands overlay zones.
 - (h) Permits shall be obtained before any structure, as defined in Section 17.1.14, is erected, affixed, moved or structurally altered including, but not limited to, storage sheds, decks, gazebos, or common shelters.
- (10) ELDERLY AND CONGREGATE RESIDENTIAL FACILITY. Includes group homes, convents, monasteries, nursing homes, convalescent homes, rehabilitation centers, assisted living facilities, congregate care facilities, retirement communities, and similar land uses not considered to be community living arrangements or adult family homes under the provisions of §59.69, Wis. Stats.

Regulations :

- (a) The project shall meet all application and review standards included in Sections 17.8.30 (for conditional uses) and 17.8.40 (for site plan review).

- (b) Shall provide adequate evidence that emergency services will be provided to the site in an efficient manner.
- (c) Shall provide an off-street passenger loading area.
- (d) All structures shall be located a minimum of 50 feet from any residentially zoned property or any other residentially zoned property.
- (e) The appropriate County approval authority may require a landscaped bufferyard, per the standards in Section 17.5.05(2).
- (f) Shall provide an acceptable sewage treatment and/or disposal system meeting the requirements of all applicable State regulations and Chapter 22.

Parking Requirements :

- (a) *Nursing home*: One space per 6 patient beds, plus one space per employee on the largest work shift.
 - (b) *Monastery or convent*: One space per 6 residents, plus one space per employee on the largest work shift, plus one space per 5 chapel seats if the public may attend.
 - (c) *Assisted living facility or retirement community*: One space per dwelling unit.
 - (d) *Other elderly or congregate residential facility*: One space per 6 residents or patient beds, plus one space per employee on the largest work shift.
- (11) CONSERVATION NEIGHBORHOOD DEVELOPMENT. A type of single-family residential major subdivision intended to preserve open space, farmland, and natural features that define, sustain, and connect rural neighborhoods and enhance Lincoln County's rural and "northwoods" character; hide or buffer development from public roads through placement, topography, vegetation, and/or setbacks; and encourage housing on moderately sized rural lots clustered in portions of the property best suited for development. As permitted in certain residential zoning districts (see Section 17.2.100), the conservation neighborhood development option allows for reductions from normal minimum lot size requirements in exchange for compliance with conservation neighborhood design principles described through the following regulations. The reduced minimum lot sized standards are included in Section 17.2.101.

Regulations :

- (a) The subdivider shall demonstrate to the satisfaction of the Land Services Committee that he or she has followed the steps in the design of conservation neighborhood developments included in the comprehensive plan and Chapter 18 of the Lincoln County Code of Ordinances. (Am. #2018-05-659)
- (b) Natural resources shall be integrated into the subdivision design as aesthetic and conservation landscape elements. The subdivision shall identify and provide for the permanent preservation of environmentally sensitive areas such as wetlands, hydric soils, floodplains, slopes of 15 percent or greater, areas of rare or endangered plant or animal species, or historic and archaeological sites. Permanent preservation shall

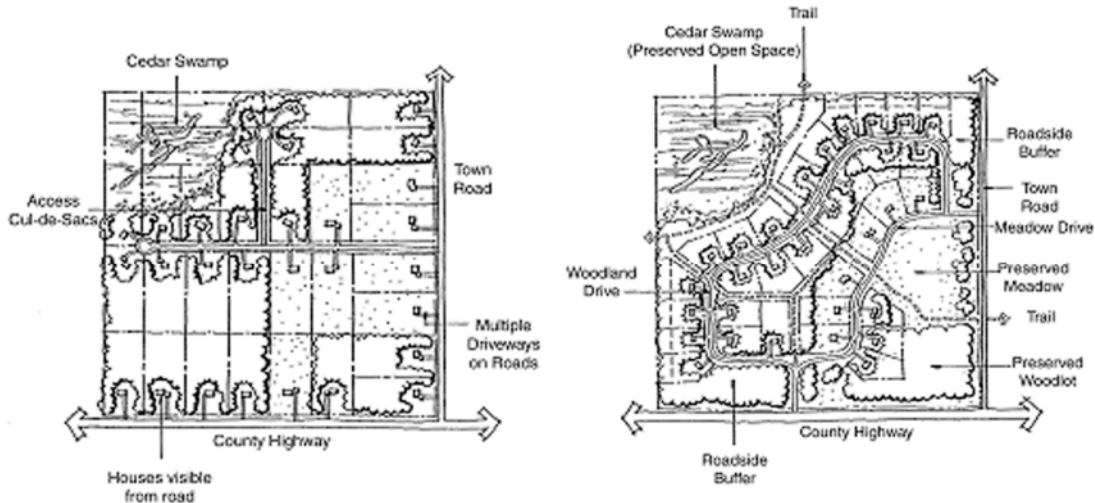
be achieved through the implementation of techniques such as conservation easements, restrictive covenants, deed restrictions, dedication to the public or an appropriate nonprofit organization, and/or establishment of buildable or "no build" areas on the plat.

- (c) Where the subdivision includes a mature woodland, the subdivider shall identify the edges of said woodland and provide for the preservation of a substantial percentage of the woodland canopy area unless the Land Services Committee determines this standard to be impractical. During the process of subdivision review and development, no grading, tree removal, or home building shall occur within such woodland. (Am. #2018-05-659)
- (d) Where the subdivision includes prime farmland soils, and such soils have been cultivated within the previous 5 years, the subdivider shall identify and provide for the preservation of such farmland to the extent practical.
- (e) The subdivision shall provide for the recreational needs of its future residents through trails, parks, dog runs, or other passive recreational space or facilities geared and accessible to residents. Where an adopted town or County comprehensive plan, land use plan, or outdoor recreation plan recommends a park, trail, or other recreational facility for the proposed plat area, the subdivider shall make reasonable accommodation for the recommended facility. Common open space shall be protected by legal arrangements satisfactory to the Land Services Committee. (Am. #2018-05-659)
- (f) A minimum of 25 percent of the gross site area shall be located within permanently preserved natural areas, common recreational areas, and/or farmland, not including any lands required for public dedication under Chapter 18 of the Lincoln County Code of Ordinances or any lands within lots platted as homesites.
- (g) Lots, dwellings, and internal roads shall be placed to minimize their visibility from existing public roads and to conform to the landscape. This shall be accomplished by:
 - 1. Designing lots with frontage on a Federal, State, or County highway so the dwellings will face away from the highway, with deep lots and a landscaped bufferyard along the highway meeting the standards of Section 17.5.05.
 - 2. Designing roads and lot layouts to blend with the natural land contours.
 - 3. Using topography and vegetation to screen dwellings to the extent practical.
 - 4. Minimizing dwellings in open fields and on exposed hilltops and ridgelines.
 - 5. Preserving tree lines, fence lines, stone rows, existing farm roads, barns, cabins, and other features of the rural landscape to the extent practical.
- (h) The subdivision shall include stormwater management systems that focus on Best Management Practices (BMPs). BMPs may include overland water transfer, natural landscape planting and restoration to increase infiltration and reduce runoff, bioinfiltration systems, natural basin design, residential roof runoff directed to yard

areas, and rain gardens. Such techniques shall be integrated in a stormwater management and erosion control plan submitted with the conditional use permit application.

- (i) Shall provide an acceptable sewage treatment and/or disposal system meeting the requirements of all applicable State regulations and Chapter 22.

EXAMPLE OF CONSERVATION NEIGHBORHOOD DEVELOPMENT COMPARED TO CONVENTIONAL DEVELOPMENT



DEVELOPMENT OPTIONS

Conventional Development Option	Conservation Development Option
160-acre site, zoned RR5	160-acre site, zoned RR5
200,000 sq. ft. minimum lot size	160,000 sq. ft. minimum lot size
30 houses	32 houses

- (12) **GOLF COURSE COMMUNITY.** A type of residential development designed in conjunction with, and integrated within, a golf course or similar outdoor recreational use.

Regulations :

- (a) It may include only the following housing types: single-family dwelling, two-family dwelling, or seasonal dwelling. (Am. #2006-06-477)
- (b) If the project includes condominium housing, the standards of Section 17.4.03(4)

shall apply with respect to individual condominium site size, except that gross site area shall not consider the land occupied by the golf course (fairways, greens, etc.).

- (c) May include only those commercial uses that are related to the golf course or similar outdoor recreation use.
- (d) Shall provide an acceptable sewage treatment and/or disposal system meeting the requirements of all applicable State regulations and Chapter 22.

Parking Requirements : 2 spaces per dwelling unit, plus one space per 4 expected patrons at maximum typical capacity of the golf course, similar to recreational use, and associated commercial facilities.

Motion by:

Second by:

Dist.	Supervisor	Y	N	Abs
1	Bialecki			
2	Anderson-Malm			
3	McCrank			
4	Ossness			
5	Wendorf			
6	Ashbeck			
7	Rusch			
8	Thiel			
9	Friske			
10	Boyd			
11	Detert			
12	DePasse			
13	Brixius			
14	Hafeman			
15	Lemke			
16	Miller			
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 Lincoln County Board of Supervisors on:

Christopher J Marlowe,
County Clerk

, County Board Chair

ORDINANCE 2024-02-757

Chapter 17 –Zoning Ordinance – Land Use Descriptions and Standards

An Ordinance amending portions of Lincoln County Zoning Ordinance – Chapter 17, section 17.3, specifically; 17.3.04(Commercial Land Uses).

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

This ordinance shall take effect following its passage and posting.

Dated: February 19, 2024

Authored by: Marty Lemke
Co-Sponsored by: Randy Detert, Greg Hartwig, Elizabeth McCrank, and Greta Rusch, William Bialecki
Committee: Land Services Committee
Committee Vote: 6-0
Fiscal Impact: None

Date Passed: 2/8/24

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

Chapter 17-Proposed Zoning Ordinance Text Amendments.

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

17.3.04 – COMMERCIAL LAND USES

- (1) OFFICE. Includes all exclusively indoor land uses whose primary functions are the handling of information or administrative services. Such land uses do not typically provide services directly to customers on a walk-in or on-appointment basis.

Parking Requirements : One space per 300 square feet of gross floor area in the principal building(s).

- (2) PERSONAL OR PROFESSIONAL SERVICE. Includes all exclusively indoor land uses whose primary function is the provision of commercial services directly to an individual on a walk-in or on-appointment basis. Examples of such uses include professional services, insurance or financial services, realty offices, barber shops, beauty shops, indoor repair and maintenance land uses (except for motor vehicles), and related land uses. Does not include any uses described under the "vehicle maintenance or repair", "major indoor institutional use," "minor indoor institutional use," or "adult use" land use categories in this section.

Parking Requirements : One space per 300 square feet of gross floor area in the principal building(s).

- (3) INDOOR SALES. Includes all principal land uses that conduct or display sales or rental merchandise or equipment completely or nearly completely within an enclosed building, including the provision of incidental service and indoor repair uses. Includes general merchandise stores, grocery stores, bait shops, sporting goods stores, antique stores, gift shops, laundromats, artisan studios, bakeries, and a number of other uses meeting this definition. Does not include uses otherwise classified in the "agricultural commercial use," "forestry commercial use," or "adult use" land use categories.

Regulations :

- (a) Any outdoor sales or display area shall be less than 15 percent of the gross floor area of the principal building in which sales are also conducted. If the outdoor sales or display area exceeds that threshold, then the land use shall instead be classified as an "outdoor sales, display, or repair" land use.

Parking Requirements : One space per 300 square feet of gross floor area in the principal building(s).

- (4) OUTDOOR SALES, DISPLAY, OR REPAIR (RECREATIONAL). Includes uses that conduct or display recreation-oriented merchandise outside of an enclosed building that is for sale or rent and land uses that conduct maintenance or repairs on recreation-oriented merchandise outside of an enclosed building. Recreation-oriented merchandise includes merchandise, vehicles, and equipment geared to seasonal residents, tourists, and local recreationalists, such as boats, personal watercraft, snowmobiles, ATVs, recreational vehicles, campers, sporting goods, and wood and other fuel. Such land uses do not include uses where the outdoor sales or display area is less than 15 percent of the gross floor area of any principal building where sales are also conducted, which are instead classified in the "indoor sales" land use category; nonrecreational motor vehicle repair or maintenance, which are instead classified in the "in-vehicle sales and service" category; drive-in theaters, which are instead classified in the "outdoor commercial entertainment" category; or the storage or display of inoperative vehicles or materials typically associated with a junkyard or salvage yard.

Regulations :

- (a) The appropriate County approval authority may require a landscaped bufferyard, per the standards in Section 17.5.05(2).
- (b) Outdoor sales, display or repair areas shall be set back from all property lines and roads a distance equal to the required principal building setbacks and shall not be located within landscaped bufferyards.
- (c) The display of items shall not interfere with traffic visibility or reduce or inhibit the use or number of parking spaces provided on the property below the requirement established below. If the number of provided parking spaces on the property is already less than the requirement, such display area shall not further reduce the number of spaces already present.
- (d) Outdoor display shall be permitted during the entire calendar year, except if otherwise limited by conditional use permit. If goods are removed from the display area, all support fixtures used to display the goods and associated signs, banners, temporary fences, or other associated items shall also be removed.

Parking Requirements : One space per 300 square feet of gross floor area in the principal building(s), plus one space per 2,000 square feet of outdoor sales or display area.

- (5) OUTDOOR SALES, DISPLAY, OR REPAIR (GENERAL). Includes uses that conduct or display merchandise outside of an enclosed building that is for sale or rent and land uses that conduct maintenance or repairs on merchandise or equipment outside of an enclosed building. Examples of such land uses include vehicle sales, vehicle rental, manufactured

and mobile home sales, monument sales, and lawn mower repair. Includes all land uses classified as "outdoor sales, display, or repair (recreational)." Such land uses do not include uses where the outdoor sales or display area is less than 15 percent of the gross floor area of any principal building where sales are also conducted, which are instead classified in the "indoor sales" land use category; motor vehicle repair or maintenance, which are instead classified in the "in-vehicle sales and service" category; drive-in theaters, which are instead classified in the "outdoor commercial entertainment" category; or the storage or display of inoperative vehicles or materials typically associated with a junkyard or salvage yard.

Regulations :

- (a) The appropriate County approval authority may require a landscaped bufferyard, per the standards in Section 17.5.05(2).
- (b) Outdoor sales, display or repair areas shall be set back from all property lines and roads a distance equal to the required principal building setbacks and shall not be located within landscaped bufferyards.
- (c) The display of items shall not interfere with traffic visibility or reduce or inhibit the use or number of parking spaces provided on the property below the requirement established below. If the number of provided parking spaces on the property is already less than the requirement, such display area shall not further reduce the number of spaces already present.
- (d) Outdoor display shall be permitted during the entire calendar year, except if otherwise limited by conditional use permit. If goods are removed from the display area, all support fixtures used to display the goods and associated signs, banners, temporary fences, or other associated items shall also be removed.

Parking Requirements : One space per 300 square feet of gross floor area in the principal building(s), plus one space per 2,000 square feet of outdoor sales or display area.

- (6) IN-VEHICLE SALES OR SERVICE. Includes all land uses that perform sales and/or services to persons in vehicles, or to vehicles which may or may not be occupied at the time of such activity. Such land uses include any business with a drive-in, drive-up, or drive-through facilities, vehicular fuel stations, and car washes, but do not include "vehicle repair or maintenance service" uses.

Regulations :

- (a) Any drive-through facility shall be designed to meet all State requirements and to not impede or impair vehicular and pedestrian movement and safety. This requires unimpeded stacking space for a minimum of 4 vehicles behind all stations where transactions occur.

- (b) The appropriate County approval authority may require a landscaped bufferyard, per the standards in Section 17.5.05(2).
- (c) All overhead canopies, menu boards, or similar structures shall be set back from all property lines and roads a distance equal to the required principal building setbacks and shall not be located within landscaped bufferyards.
- (d) All vehicular areas of the facility shall provide a surface paved with concrete or bituminous material designed to meet the requirements of a 4-ton axle load.
- (e) Interior curbs shall be used to separate driving areas from exterior fixtures such as fuel pumps, vacuums, menu boards, canopy supports and landscaped islands. Said curbs shall be a minimum of 6 inches high and be of a nonmountable design.
- (f) Shall provide a vehicle throat length of at least 20 feet within the driveway connecting to the public street.

Parking Requirements : One space per 150 square feet of gross floor area in the principal building(s).

- (7) VEHICLE REPAIR OR MAINTENANCE SERVICE. Includes all principal land uses that perform repair, maintenance, or painting services to motorized vehicles. Does not include "expanded home occupations" that are accessory to the principal residential use of a property.

Regulations :

- (a) The appropriate County approval authority may require a landscaped bufferyard, per the standards in Section 17.5.05(2).
- (b) All major repairs, maintenance, service, painting and other operations (except vehicle storage) shall occur within an enclosed building.
- (c) Shall only include the storage of vehicles of customers and employees of the vehicle repair or maintenance service business.
- (d) Shall not include the storage of 3 or more vehicles that do not have a valid current State registration, license plate, or both.

Parking Requirements : One space per 300 square feet of gross floor area in the principal building(s), plus adequate parking for the storage of vehicles awaiting service or pick-up.

- (8) RESTAURANT. Includes commercial establishments where food and beverages are prepared, served, and consumed primarily within the principal building and where food sales constitute more than 50 percent of the gross sales receipts for food and beverages. Any drive-through or drive-in facilities shall also be classified as an "in-vehicle sales or service" use, which requires a separate land use review.

Parking Requirements : One space per 150 square feet of gross floor area in the principal building(s).

- (9) INDOOR COMMERCIAL ENTERTAINMENT. Includes land uses that provide entertainment services entirely within an enclosed building. Such activities often have operating hours that extend later than most other commercial land uses. Examples of such land uses include event venues, taverns, night clubs, brewpubs, theaters, health or fitness centers, all forms of training studios (dance, art, martial arts, etc.), bowling alleys, arcades, roller rinks, and pool halls. Does not include any uses described under the "adult uses" land use category. Any drive-through or drive-in facilities shall also be classified as an "in-vehicle sales or service" use, which requires a separate land use review.

Regulations :

- (a) If located on the same side of the building as adjacent to residentially zoned property, no customer entrance shall be permitted within 100 feet of that residentially zoned property.
- (b) The appropriate County approval authority may require a landscaped bufferyard, per the standards in Section 17.5.05(2).

Parking Requirements : One space per every 3 patron seats or one space per 3 persons at the maximum capacity of the establishment, whichever is greater.

- (10) OUTDOOR COMMERCIAL ENTERTAINMENT. Includes land uses that provide entertainment services partially or wholly outside of an enclosed building. Such activities often have the potential to be associated with nuisances related to noise, lighting, dust, trash, and late operating hours. Examples of such land uses include event venues, outdoor volleyball, horseshoe pits, beer gardens, ball fields, and related facilities associated with indoor commercial entertainment land uses; outdoor commercial swimming pools; golf courses; driving ranges; miniature golf facilities; archery, trap, target, and shooting ranges; amusement parks; waterslides; marinas; drive-in theaters; go-cart tracks; and racetracks. Does not include any uses described under the "adult uses" land use category.

Regulations : The appropriate County approval authority may require a landscaped bufferyard, per the standards in Section 17.5.05(2).

Parking Requirements : One space per every 2 persons at the maximum capacity of the establishment.

- (11) HOTEL, MOTEL, OR LODGING RESORT. Includes land uses that provide 4 or more overnight nonresidential dwelling housing units on one lot or on contiguous lots, including groups of individual cabins, rooms, or suites of rooms, with each cabin, room, or suite having a private bathroom. Such land uses may provide in-room kitchens, and

may also provide indoor and outdoor recreational facilities for the exclusive use of their customers. Restaurants, arcades, fitness centers, and other on-site facilities available to nonlodgers are not considered accessory uses, but instead are considered additional principal uses that may require separate land use reviews. Does not include "bed and breakfast establishments," ~~"tourist lodging"~~ or "boarding houses."

Regulations :

- (a) If located on the same side of the building as adjacent to residentially zoned property, aside from cabins, no customer entrance shall be permitted within 100 feet of that residentially zoned property.
- (b) The appropriate County approval authority may require a landscaped bufferyard, per the standards in Section 17.5.05(2).

Parking Requirements : One space per room, suite, or cabin, plus one space for every employee on the largest working shift.

(12) RESERVED. (Rep. #2019-08-677)

- (a) Reserved. (Cr. #2006-06-477; Rep. #2019-08-677)

(13) BED AND BREAKFAST ESTABLISHMENT. Includes exclusively indoor lodging facilities that provide breakfasts only to paying lodgers. Such land uses may provide indoor recreational facilities and passive outdoor recreation facilities such as docks and gardens, for the exclusive use of their customers. Restaurants and other on-site facilities available to nonlodgers are not considered accessory uses, but instead are considered additional principal uses that may require separate land use reviews. Does not include "boarding houses."

Regulations :

- (a) No premises shall be utilized for a bed and breakfast establishment unless there are at least 2 exits to the outdoors from such premises.
- (b) The dwelling unit in which the bed and breakfast establishment takes place shall be the principal residence of the operator/owner and said operator/owner shall live on the premises when the bed and breakfast operation is active, as required under HFS 197.03(3), Wis. Adm. Code.
- (c) The maximum stay for any occupants of a bed and breakfast operation shall be 31 consecutive days.
- (d) All such facilities shall be required to obtain a license to serve liquor, if applicable.

Parking Requirements : One space per each bedroom.

(14) DAY CARE CENTER. Includes land uses in which qualified persons provide care services for

9 or more children or adults. Examples of such land uses include child care centers, nursery schools, and adult day care facilities. Such uses may be operated in conjunction with another principal land use on the same lot, such as a church, school, business, or civic organization, but not in a residence. In such instances, a day care center is not considered an accessory use, but instead is considered an additional principal use. Distinguished from "intermediate day care homes (9—15) children," because day care centers are principal uses of a property, not accessory to a principal residential use.

Parking Requirements : One space per every 6-person capacity of the center, plus one space or each employee on the largest working shift.

- (15) BOARDING HOUSE. Includes any residential use renting rooms which does not contain private bathroom facilities, not including licensed bed and breakfast establishments or tourist lodging houses.

Parking Requirements : One space per every room for rent, plus one space or each employee on the largest working shift.

- (16) COMMERCIAL ANIMAL SERVICES AND BOARDING. Includes land uses that provide veterinary services and/or boarding for 6 or more animals. Examples include, but are not limited to, commercial kennels, commercial stables, and animal hospitals or veterinarian clinics. Exercise yards, fields, training areas, and trails associated with such land uses are accessory to such land uses and do not require separate consideration. Also includes commercial game and fur farms.

Regulations :

- (a) Use shall be enclosed by a fence or other suitable enclosure to prevent animals from leaving the site.
- (b) Each animal shall be provided with an indoor containment area if the use is located in or adjacent to a major subdivision.
- (c) Each animal shall be provided with adequate exercise space.
- (d) The appropriate County approval authority may require a landscaped bufferyard, per the standards in Section 17.5.05(2).

Parking Requirements : One space per every 1,000 square feet of gross floor area.

- (17) ADULT USE. Includes, but is not limited to, adult entertainment uses, adult bookstores, adult motion picture theaters, adult cabarets, "strip clubs," "gentleman's clubs," or related establishments, as are defined in Section 17.1.14. It further means any premises to which public patrons or members are invited or admitted and which are so physically arranged so as to provide booths, cubicles, rooms, compartments or stalls separate from the common areas of the premises for the purpose of viewing adult-oriented motion

pictures, or wherein an entertainer provides adult entertainment to a member of the public, a patron, or a member, whether or not such adult entertainment is held, conducted, operated or maintained for a profit, direct or indirect.

The incorporation of this subsection into this chapter is designed to reflect the County's official finding that adult-oriented commercial uses have a predominant tendency to produce certain undesirable secondary effects on the surrounding community, as has been demonstrated in other, similar jurisdictions. Specifically, the County is concerned with the potential for such uses to limit: the attractiveness of nearby locations for new development, the ability to attract and/or retain customers, and the ability to market and sell nearby properties at a level consistent with similar properties not located near such facilities. It is explicitly not the intent of this subsection to suppress free expression by unreasonably limiting alternative avenues of communication, but rather to balance the need to protect free expression opportunities with the need to implement the County's comprehensive plan and to protect the character and integrity of its commercial, residential, and rural areas. This finding is based on evidence concerning the adverse secondary effects of adult uses on the community presented in hearings and in reports made available to the County Board, and on findings included in the cases *City of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41 (1986), *Young v. American Mini Theatres*, 426 U.S. 50 (1976), *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991), *City of Erie v. Pap's A.M.*, TDA "Kandyland", 529 U.S. 277 (2000), and *City of Los Angeles v. Alameda Books, Inc.* 121 S. Ct. 1223 (2001), and on studies in other communities, including but not limited to, Phoenix, Arizona; Minneapolis, Minnesota; Houston, Texas; Indianapolis, Indiana; Amarillo, Texas; Garden Grove, California; Los Angeles, California; Whittier, California; Austin, Texas; Seattle, Washington; Oklahoma City, Oklahoma; Cleveland, Ohio; and Beaumont, Texas; and also on the findings from the Report on the Attorney General's Working Group on the Regulation of Sexually Oriented Businesses (June 6, 1989, State of Minnesota).

Regulations :

- (a) Shall be allowed only in the GI General Industrial zoning district and only as a conditional use.
- (b) Shall not be located within 1,000 feet of any residential zoning district, school, religious institution, outdoor public recreation use, or any other adult use. Distances shall be measured in a straight line without regard to intervening structures or objects from the closest point of the structure or portion of the structure occupied or proposed for occupancy by the adult use to the nearest point of the lot of the other referenced land use.
- (c) All such facilities shall be required to obtain a license to serve liquor, if applicable.

Parking Requirements : One space per every 300 square feet of gross floor area in the principal building(s) or one space per person at the maximum capacity of the

establishment, whichever is greater.

(18) JUNKYARD OR SALVAGE YARD. Includes all buildings or parcels of land, or portions thereof, where the principal use is or includes the aboveground storage, collection, salvage, and/or sales of:

- (a) Waste paper, rags, scrap metal, wood, cordage, glass, and other worn-out, discarded, or second-handed materials;
- (b) Three or more vehicles or automobiles that do not have a valid current State registration, license plate, or both;
- (c) Any other waste or discarded material which has been a part, or was intended to be a part, of any vehicles, automobiles, or recreational vehicles where the volume of such parts or material is equal to 3 or more vehicles; and/or
- (d) Recycling facilities involving on-site outdoor storage of salvage materials.

This land use category does not include waste disposal/composting operations, or accessory storage areas used exclusively to provide parts or materials to a principal use on the same lot, such as a legally operating "agricultural commercial use" or "vehicle repair or maintenance use".

Regulations :

- (a) In addition to the information required by Sections 17.8.30 and 17.8.40, the conditional use permit application shall include the following information:
 - 1. A written description of the proposed operation, including the types and quantities of the materials that would be stored or salvaged; where materials would be hauled to and from and over what roads; proposed hours and days of operation; and any special measures that will be used for spill prevention and control and environmental protection; and assurances that the site will be developed and operated in accordance with all approved plans.
 - 2. A site plan, drawn to scale, and including site boundaries; existing roads, driveways, and utilities; existing natural features including lakes, streams, floodplains, wetlands, and shoreland areas; location of the proposed storage yard; proposed location and surfacing of roads, driveways, and site access points; proposed fencing of property and gating of access points; proposed location and types of screening berms and landscaping; and existing and proposed temporary and permanent structures.
- (b) Shall comply with all applicable County, State and Federal regulations, including but not limited to Section 11.04 of the Lincoln County Code of Ordinances.
- (c) The appropriate County approval authority may require a landscaped bufferyard, per

the standards in Section 17.5.05(2).

- (d) All buildings, structures, outdoor storage areas, and any other activity areas shall be located a minimum of 50 feet from all lot lines.

Parking Requirements : One space for every 20,000 square feet of gross storage area, plus one space for each employee on the largest work shift.

Motion by:				
Second by:				
Dist.	Supervisor	Y	N	Abs
1	Bialecki			
2	Anderson-Malm			
3	McCrank			
4	Ossness			
5	Wendorf			
6	Ashbeck			
7	Rusch			
8	Thiel			
9	Friske			
10	Boyd			
11	Detert			
12	DePasse			
13	Brixius			
14	Hafeman			
15	Lemke			
16	Miller			
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 Lincoln County Board of Supervisors on:

Christopher J Marlowe,
 County Clerk

 , County Board Chair

ORDINANCE 2024-02-758

Chapter 17 –Zoning Ordinance – Land Use Descriptions and Standards

An Ordinance amending portions of Lincoln County Zoning Ordinance – Chapter 17, section 17.3, specifically; 17.3.05(Institutional and Recreational Land Uses).

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

This ordinance shall take effect following its passage and posting.

Dated: February 19, 2024

Authored by: Marty Lemke

Co-Sponsored by: Randy Detert, Greg Hartwig, Elizabeth McCrank, and Greta Rusch, William Bialecki
 Committee: Land Services Committee

Committee Vote: 6-0

Date Passed: 2/8/24

Fiscal Impact: None

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

Chapter 17-Proposed Zoning Ordinance Text Amendments.

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-

17.3.05 – INSTITUTIONAL AND RECREATIONAL LAND USES

- (1) COMMUNITY LIVING ARRANGEMENT (1—8 RESIDENTS). Includes all facilities provided for in §46.03(22), Wis. Stats., including child welfare agencies, group homes for children and/or adults, and community based residential facilities; along with adult family homes provided for in §50.01(1), Wis. Stats. Community living arrangements do not include day care centers, nursing homes, general hospitals, special hospitals, prisons, or jails. Community living arrangement facilities are regulated depending upon their capacity as provided for in §59.69, Wis. Stats.

Regulations :

- ~~(a) Applicant shall demonstrate that the total capacity of all community living arrangements within the town would not exceed one percent of that town's population with the addition of the proposed community living arrangement, unless a waiver to this standard is specifically authorized by the appropriate town board following a public hearing.~~
- ~~(b) Foster homes housing 4 or fewer children and licensed under §48.62, Wis. Stats., and adult family homes shall not count toward the total community living arrangement population arrived at in regulation (a) above.~~

Parking Requirements : Three total spaces.

- (2) COMMUNITY LIVING ARRANGEMENT (9—15 RESIDENTS). Includes all facilities provided for in §46.03(22), Wis. Stats., including child welfare agencies, group homes for children and/or adults, and community based residential facilities. Community living arrangements do not include day care centers, nursing homes, general hospitals, special hospitals, prisons, or jails. Community living arrangement facilities are regulated depending upon their capacity in §59.69, Wis. Stats.

Regulations :

- ~~(a) Applicant shall demonstrate that the total capacity of all community living arrangements within the town would not exceed one percent of that town's~~

~~population with the addition of the proposed community living arrangement, unless a waiver to this standard is specifically authorized by the appropriate town board following a public hearing.~~

Parking Requirements : 4 total spaces.

- (3) COMMUNITY LIVING ARRANGEMENT (16 OR MORE RESIDENTS). Includes all facilities provided for in §46.03(22), Wis. Stats., including child welfare agencies, group homes for children and/or adults, and community based residential facilities. Community living arrangements do not include day care centers, nursing homes, general hospitals, special hospitals, prisons, or jails. Community living arrangement facilities are regulated depending upon their capacity in §59.69, Wis. Stats.

Regulations :

- ~~(a) Applicant shall demonstrate that the total capacity of all community living arrangements within the town would not exceed one percent of that town's population with the addition of the proposed community living arrangement, unless a waiver to this standard is specifically authorized by the appropriate town board following a public hearing.~~

Parking Requirements : 5 total spaces.

- (4) MAJOR INDOOR INSTITUTIONAL USE. Includes large scale and/or intensive institutional uses that are generally not compatible with residential land uses and that exceed one or both of the following thresholds: required to provide parking for 50 or more motor vehicles and/or provide overnight accommodations for 15 or more persons. Not included within this land use category are any uses listed in the "elderly and congregate residential facility," "day care center," "community living arrangement" land use categories.

Regulations :

- (a) Shall provide off-street passenger loading area if the majority of the users will be children (as in the case of a school, church, library, or similar land use).
- (b) All structures shall be located a minimum of 50 feet from any residentially zoned property.
- (c) The appropriate County approval authority may require a landscaped bufferyard, per the standards in Section 17.5.05(2).

Parking Requirements :

- (a) *Church*: One space per 5 seats at the maximum capacity.
- (b) *Community or recreation center*: One space per 250 square feet of gross floor area,

or one space per 4 patrons to the maximum capacity, whichever is greater.

- (c) *Funeral home*: One space per 3 patron seats at the maximum capacity.
- (d) *Hospital or clinic*: 2 spaces per 3 patient beds, plus one space per staff doctor and each other employee on the largest work shift.
- (e) *Library or museum*: One space per 250 square feet of gross floor area or one space per 4 seats to the maximum capacity, whichever is greater.
- (f) *Elementary and middle school*: One space per teacher and per staff member, plus one space per 2 classrooms.
- (g) *Senior high school*: One space per teacher and staff member, plus one space per 5 nonbused students.
- (h) *College or trade school*: One space per staff member on the largest work shift, plus one space per 2 students of the largest class attendance period.
- (i) *All other indoor institutional uses*: One space per 3 expected patrons at capacity.

(5) MINOR INDOOR INSTITUTIONAL USE. Includes indoor institutional uses that are generally compatible with residential land uses and that do not exceed the parking or overnight resident density thresholds that would instead classify such use as a "major institutional use." Includes uses such as small churches, small elementary or middle schools, small clinics, post offices, libraries, town halls, police stations, fire stations, training centers, nursing homes, funeral homes, and recreational or fraternal facilities such as gyms, swimming pools, museums, clubs and lodges, meeting halls, and community centers, provided that the thresholds are not exceeded. Not included within this land use category are any uses listed in the "elderly and congregate residential facility," "day care center," or "community living arrangement" land use categories.

Regulations :

- (a) Shall provide off-street passenger loading area if the majority of the users will be children (as in the case of a school, church, library, or similar land use).

Parking Requirements :

- (a) *Church*: One space per 5 seats at the maximum capacity.
- (b) *Community or recreation center*: One space per 250 square feet of gross floor area, or one space per 4 patrons to the maximum capacity, whichever is greater.
- (c) *Funeral home*: One space per 3 patron seats at the maximum capacity.
- (d) *Clinic*: 2 spaces per 3 patient beds, plus one space per staff doctor and each other employee on the largest work shift.
- (e) *Library or museum*: One space per 250 square feet of gross floor area or one space

per 4 seats to the maximum capacity, whichever is greater.

(f) *All other indoor institutional uses*: One space per 3 expected patrons at capacity.

- (6) **OUTDOOR INSTITUTIONAL USE**. Includes public and private cemeteries, religious and historical shrines, outdoor education and interpretive centers, classrooms, dormitories, and similar privately held permanently protected open areas. May include buildings supporting the principal outdoor institutional use, such as accessory educational, related lodging, and interpretive facilities and equipment storage sheds.

Regulations :

- (a) Shall provide off-street passenger loading area if a majority of users will be children.
- (b) All structures and actively used outdoor recreational areas shall be located a minimum of 50 feet from any residentially zoned property, or if located in a residential zoning district, any other residentially zoned property.
- (c) Recreation/education camps must meet the requirements of HFS 175, Wis. Adm. Code.

Parking Requirements : One space per 3 expected patrons at maximum capacity.

- (7) **PRIVATE CAMPGROUND/CAMPING RESORT**. A private campground is any privately-owned premises established for nonpermanent overnight habitation by persons paying a fee and using equipment designed for the purpose of camping, including travel trailers, recreational vehicles (RVs), pick-up trucks, motor homes, camping trailers, tents, and similar camping units as defined in Ch. ATP 79, Wis. Adm. Code. Such facilities must have 4 or more camping units. Camping sites within private campgrounds are rented for overnight use, possibly extending to a week or 2 by the same patron. Lack of a rental fee does not exempt a campground from complying with Ch. ATP 79 and/or Lincoln County Zoning Ordinance. A camping resort is similar to a private campground, except that allowed camping units remain on the premises for up to a season at a time, next to which unattached structures as allowed by Ch. ATP 79 may be placed, and utilities are provided to each individual camp site. This land use category excludes publicly-owned campgrounds, which instead are listed as a type of "outdoor recreational use." (Am. #2018-05-659)

Regulations :

- (a) In addition to the information required by Sections 17.8.30 and 17.8.40, the application for a conditional use permit shall include the following information:

- 1. A written description of the proposed operation, including proposed months of operation; desired types of camping units; other ancillary uses proposed

for the site; and assurances that the site will be developed and operated in accordance with all approved plans.

2. A campground/camping resort plan map(s), drawn to scale, and including the proposed campground layout; location of campsites, roads, parking areas, site boundaries; topography lines; required setbacks; existing and proposed buildings and other structures; water supplies; sanitary waste disposal system; grading plan and stormwater management system; covered refuse storage areas; existing natural features including waterways, wetlands, floodplains, and shoreland areas; existing and proposed vegetation and recreation areas, and any other information the Zoning Administrator shall deem necessary. Professional engineering assistance is encouraged in such design, especially of access roadways, camping unit siting, site grading and stormwater management, and utility placement.
 3. Campgrounds and/or camping resorts within shoreland zoning regulations must demonstrate the ability to meet Lincoln County Chapter 21 requirements.
- (b) Shall meet and be licensed by Ch. ATCP 79, Wis. Adm. Code, requirements, enforced by the State Department of Health and Family Services or its designated agent. If a waiver or variance to one or more of these requirements is granted by the State, such waiver or variance shall be deemed valid by the County except for those items listed in this subsection. (Am. #2018-05-659)
 - (c) Shall have direct access to a public road, with no more than 2 camp road access points to each abutting public road for the first 100 camp sites, plus one additional access for each 100 sites thereafter.
 - (d) Camping sites (excluding tent sites), parking areas, and access roads shall be located, graded, and maintained so as to provide each site with positive site drainage and be free from flooding and control dust.
 - (e) Minimum lot size is 10 acres for private campgrounds, 20 acres for camping resorts, and a proportional average of the two for combination campgrounds/camping resort. (Example: 50 percent camping unit sites in campground and 50 percent camping unit sites in camping resort = 15 acre minimum.)
 - (f) Maximum density shall be 8 individual campsites per acre for campgrounds and 5 individual campsites per acre for camping resorts, and a proportional average of the 2 for combination campgrounds/camping resorts, except in accordance with regulation (g) below. No more than 10 percent of the site used in the calculation of maximum density shall include floodplains or wetlands.
 - ~~(g) Each individual campsite shall have sufficient area for one camping unit on that site, with at least 15 feet of setback to the camping unit from the site access roadway, and 10 feet to any side or rear camp site "lot" line. In the absence of readily definable "lot" lines, a minimum 10-foot setback shall be maintained from the~~

~~nearest part of the camping unit or structure to any adjacent camping unit or structure. Individual campsites within private campgrounds shall have at least 30 feet of width and 40 feet of depth. Individual campsites within private resorts shall have at least 40 feet of width and 50 feet of depth.~~

Individual campsites within private campgrounds or private camping resorts shall have at least 40 feet of width and 50 feet of depth. Individual tent campsites within private campgrounds or private camping resorts shall have at least 30 feet of width and 40 feet of depth.

- (h) A separate area may be designated in a campground for group camping in tents. However, such group camping shall not exceed 2 weeks in any one time period by the same persons and no more than 20 tents containing no more than 80 persons per acre shall be permitted. In addition, the group camping area must be provided with proper sanitary service as required by Ch. ATCP 79, Wis. Adm. Code. (Am. #2018-05-659)
- (i) A private campground and/or camping resort may have one dwelling and accessory residential buildings for the home occupant's private use provided the occupants are owners and/or caretakers of the campground.

A private campground and/or camping resort may have no more than 10 non-residential dwelling units for the purpose of rental use by patrons. The non-residential dwellings are subject to Lincoln County POWTS Ordinance requirements and are exempt from Lincoln County Zoning Short Term Rental permit requirements. The non-residential dwellings must also meet all applicable Wisconsin building code and Lincoln County health department permit regulations. These non-residential dwellings are subject to the rental time limits as defined in 17.3.05(7).

- (j) A campground may also provide for purchases of sundry supplies, cooked meals, and drinks including alcoholic beverages, if so licensed by the Lincoln County Health Department and other regulatory authorities ~~local town~~ and included in the conditional use permit approval.
- (k) Each camping unit, principal and accessory building, and vehicle parking area shall meet the minimum shoreland setback associated with any navigable waterway and the highway setback requirements of Section 17.4.10 of this chapter. Roads and utility crossings of the buffer setback shall be minimized and shall occur at right angles wherever possible. A landscaped bufferyard may be required (see Section 17.5.05) along all exterior lot lines and public roads adjacent to the campground.
- (l) Shall provide at least 200 square feet per camping unit or one continuous acre of common recreation open space, whichever is greater. Perimeter setbacks and landscaped bufferyards ~~may~~shall not be counted towards meeting this requirement.

- (m) Shall provide and maintain those common health and safety facilities required in Ch. ATCP 79, Wis. Adm. Code, and Lincoln County Chapter 22, such as safe drinking water supply, sewage disposal station, toilets and washroom facilities. Provision of electric, water, and ~~sewerage~~ sewage utility hookups is optional to campground sites, but mandatory to camping resort sites. Sewage disposal shall be only by licensed waste haulers. (Am. #2018-05-659)
- (n) Each campsite shall be clearly numbered on a sign at each site and on a map available to all patrons and emergency personnel. Campsite numbering shall be consistent with the placement shown on the campground/camping resort plan map.
- (o) A camping unit ~~may~~ shall not be ~~placed or~~ attached to a permanent foundation or a permanent structure at the campsite, except that attachment to an approved sewage disposal system or to an approved water supply system is permitted.
- (p) Following initial conditional use permit approval, and for all grandfathered private campgrounds or camping resorts, any proposed amendment to the approved campground plan shall be handled per the provisions of Section 17.8.30(12), a conditional use permit amendment shall be required and the regulations of this subsection shall be met to the extent practical.
- (q) Structures shall not be attached to the camping unit. All roofs or covers over a camping unit shall be supported by posts, shall include no side walls, and shall not be attached to the camping unit. Existing roofs shall be considered nonconforming structures subject to Section 17.7.01.
- (r) Prior to the placement or construction of any accessory structure on a campsite, a permit and site plan showing the proposed structure(s) and all applicable setbacks must be approved by the campground/camping resort owner or a designated agent. The campground/camping resort owner may internally regulate the type and size of structures permitted, provided that such structures do not violate Ch. ATCP 79, Wis. Adm. Code, or the Lincoln County Zoning Ordinance. The campground/camping resort owner shall be responsible for providing an inventory of all permits issued within the campground in the previous 12 months to the Zoning Administrator on or before November 1 of each year. The owner shall also be responsible for abating any violations of this chapter and shall be subject to penalties as outlined in Section 17.8.80 in the event of noncompliance. (Am. #2018-05-659)
- (s) Campgrounds shall be maintained under a single ownership so that responsibility can be easily placed for cleaning of common facilities such as water supply, sewage disposal station, toilet, laundry, and washrooms, and refuse areas, and for enforcement of campsite cleanliness.
- (t) Camping resorts, where public utilities serve each site, may be under a modified form of single ownership involving exclusive use of specific sites via corporate membership clubs, cooperatives, or condominium associations, provided the ownership form and covenants are first approved by the County with the

conditional use permit application to assure that maintenance responsibilities for common facilities such as private roads, resort parks, sanitary facilities, and any resort buildings are adequately provided for in the form of ownership and in the proposed fees and organizational responsibility.

- (u) Prior to the placement or construction of any structure on the property to be used by the private campground or private camping resort, a Land Use Permit must be approved by Lincoln County Zoning.
- (v) The operator shall provide a sufficient number of garbage, refuse, and recyclable containers for use by the campers. The containers shall be durable, cleanable, insect and rodent resistant, leak-proof, nonabsorbent, and of sufficient capacity to hold all of the accumulated garbage, refuse, and recyclables. The containers shall be covered unless the containers are emptied on a daily basis.
- (w) Each campground shall have a building for the use of the operator distinctly marked "office". A map of the campground and local emergency contact numbers shall be displayed at the office.
- (x) Private Campgrounds and Private Camping Resorts may include commercial recreational activities such as waterslides, minigolf, etc., and may include retail sales of goods directly related to the recreational activities on the site. If these activities are available to non-lodgers, these activities are not considered accessory uses, but instead are considered additional principal uses that may require separate land use reviews.
- (y) Private Campgrounds and Private Camping Resorts shall provide a designated guest parking area. There shall be at least 1 motor vehicle, guest parking space per 20 campsites.
- (z) Exception, Special Event Campground: A campground designed, maintained, intended or used for the purpose of providing sites for non-permanent overnight use of camping units at a special event, as those terms are defined in ATCP 79, the operator of which special event campground has applied for and obtained a permit under ATCP 79 shall not be required to meet the requirements of this section during the period of the special event, subject to the condition that the remaining provisions of Lincoln County Zoning Code are otherwise met.

Parking Requirements :

Individual Campsites: There shall be at least 2 off-street motor vehicle parking spaces available per campsite which shall be located within 100 feet of the campsite.

Group Camping in Tents: There shall be at least 20 off-street motor vehicle parking spaces per group camping site which shall be located within 200 feet of the group camping site.

- (8) **OUTDOOR PUBLIC RECREATION.** Includes all outdoor recreational uses located on property owned by the public, owned by a private utility company for public recreational use, or on a public use easement owned by the public or by a nonprofit organization. Such land uses include parks, natural areas, wildlife areas, hiking trails, bike trails, cross country ski trails, snowmobile trails, all-terrain vehicle (ATV) trails, horse trails, picnic areas, picnic shelters, publicly-owned campgrounds, fair grounds, play courts, play fields, tot lots, outdoor swimming pools, swimming beach areas, fitness courses, public golf courses, boat launches, waterfront access points, fishing, hunting, and trapping areas, and similar land uses. May include buildings or structures supporting the principal outdoor public recreation use, such as equipment storage sheds, restrooms, concession stands, and grandstands. Not included in this land use category are privately owned and operated recreational uses.

Regulations :

- (a) The appropriate County approval authority may require a landscaped bufferyard, per the standards in Section 17.5.05(2).
- (b) Aside from trails, all structures and active recreational areas shall be located a minimum of 50 feet from any residentially zoned property, or if located in a residential zoning district, any other residentially zoned property.
- (c) Facilities that serve a regional or community-wide function shall provide an 8 off-street passenger loading area if the majority of the users will be children.

Parking Requirements : One space per 4 expected patrons at maximum typical capacity for any use requiring over 5 spaces. Additional paved, graveled, or grassed area for overflow parking may be required for occasional outdoor assembly land uses (i.e., special events) located on outdoor public recreation sites.

- (9) **OUTDOOR ASSEMBLY.** Includes any organized outdoor assembly of 250 or more persons, including one-time and occasional auctions, church festivals, large community events, and other similar activities open to the public. Includes assemblies located on both publicly and privately owned lands. Does not include gatherings of fewer than 250 participants; all weddings, family reunions, anniversaries, or similar family events regardless of number of participants; and events held in stadiums or arenas intended for outdoor assemblies.

Regulations :

- (a) Adequate parking, drinking water, toilet facilities, and crowd control techniques shall be described in the conditional use permit application (where required for outdoor assemblies with more than 750 participants), and implemented for all outdoor assemblies, in accordance with applicable laws and industry standards.
- (b) If the subject property is located adjacent to a residentially zoned property:

1. Activities shall be limited to daylight hours unless otherwise may be allowed through a conditional use permit or license; and
 2. Other conditions addressing impacts such as noise, lighting, trespassing, and parking may be required.
- (c) A permit from the government having jurisdiction is generally required for all activities within a dedicated public road right-of-way or on other public lands.
- (d) Activities shall not obstruct safe pedestrian or vehicular circulation on the site or on any public road, except where specifically authorized by a permit from the government having jurisdiction over the public road.

Parking Requirements : Varies depending on type and duration of use.

- (10) RECREATIONAL VEHICLE COURSE. Includes any privately operated track, course, circuit, strip, or loop designed for use by motorized recreational vehicles such as ATVs, motorcycles, motocross bikes, "dirtbikes," snowmobiles, or go-carts. Such uses typically are operated for recreational purposes for family use or in association with an informal group or club, instead of for primarily commercial or for-profit purposes. ~~Such uses are typically~~ an accessory use on a residential property, but may operate as a stand-alone use on a vacant lot. Does not include vehicle trails located within a public right-of-way or public use easement owned by the public or by a nonprofit organization, which are instead classified as an "outdoor public recreation" use.

Regulations :

- (a) Minimum lot size shall be 10 acres.
- (b) Facilities shall not be permitted to use night lighting nor operate between 8:00 p.m. and 8:00 a.m.
- (c) All facilities shall be located a minimum of 200 feet from any residentially zoned property.
- (d) Such uses may be subject to enforcement actions under town or County nuisance law for noise, dust, or other impacts.

Motion by:

Second by:

Dist.	Supervisor	Y	N	Abs
1	Bialecki			
2	Anderson-Malm			
3	McCrank			
4	Ossness			
5	Wendorf			
6	Ashbeck			
7	Rusch			
8	Thiel			
9	Friske			
10	Boyd			
11	Detert			
12	DePasse			
13	Brixius			
14	Hafeman			
15	Lemke			
16	Miller			
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 Lincoln County Board of Supervisors on:

Christopher J Marlowe,
County Clerk

, County Board Chair

ORDINANCE 2024-02-759

Chapter 17 –Zoning Ordinance – Land Use Descriptions and Standards

An Ordinance amending portions of Lincoln County Zoning Ordinance – Chapter 17, section 17.3, specifically; 17.3.08(Industrial Land Uses).

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

This ordinance shall take effect following its passage and posting.

Dated: February 19, 2024

Authored by: Marty Lemke
Co-Sponsored by: Randy Detert, Greg Hartwig, Elizabeth McCrank, and Greta Rusch, William Bialecki
Committee: Land Services Committee
Committee Vote: 6-0
Fiscal Impact: None

Date Passed: 2/8/24

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

Chapter 17-Proposed Zoning Ordinance Text Amendments.

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

17.3.08 – INDUSTRIAL LAND USES

- (1) PERSONAL STORAGE FACILITY. Includes uses oriented to the indoor storage of personal items entirely within partitioned buildings having an individual access to each partitioned area. Such storage areas may be available on either a condominium or rental basis. Also known as "mini-warehouses."

Regulations :

- (a) ~~The appropriate County approval authority may require~~ There shall be a landscaped bufferyard or screening on the sides and rear of the storage facility, per the standards in Section 17.5.05(2).
- (b) Shall not involve the on-site holding, storage or disposal of hazardous wastes as defined by State Statutes.
- (c) ~~No electrical power shall be run to the storage facilities, except for exterior lighting.~~ The personal storage facility shall not be used for habitation.
- (d) No business activity shall be operated from or outside of any partitioned area within a personal storage facility.
- (e) No outdoor storage is permitted at personal storage facilities.

Parking Requirements : One space for each employee on the largest work shift.

- (2) INDOOR STORAGE OR WHOLESALING. Includes any land use primarily oriented to the receiving, holding, and shipping of packaged materials for a single business or a single group of businesses. With the exception of loading and parking facilities, such land uses are contained entirely within an enclosed building. Examples of this land use include conventional warehouse facilities, long-term indoor storage facilities, and joint warehouse and storage facilities. Does not include uses described in the "personal storage facility" land use category. Retail outlets associated with this principal use shall be considered an accessory use, and shall be subject to the requirements applicable to the "indoor sales accessory to industrial use" category.

Parking Requirements : One space per 2,000 square feet of gross floor area in the principal building(s).

- (3) **OUTDOOR STORAGE OR WHOLESALING.** Includes any land use primarily oriented to the receiving, holding, and shipping of packaged materials for a single business or a single group of businesses. Such a land use, in which any activity beyond loading and parking is located outdoors, is considered an outdoor storage and wholesaling land use. Examples of this land use include equipment yards, lumber yards, coal yards, landscaping materials yard, tank farms, construction materials yards, and shipping materials yards. Such land uses do not include the storage of inoperative vehicles or equipment, or other materials typically associated with a junkyard or salvage yard. Contractors' storage yards are considered accessory in the "contractor shop" land use category. Retail outlets associated with this principal use shall be considered an accessory use, and shall be subject to the requirements applicable to the "indoor sales accessory to industrial use" category.

Regulations :

- (a) The appropriate County approval authority may require a landscaped bufferyard, per the standards in Section 17.5.05(2).
- (b) Outdoor sales, display or repair areas shall be set back from all streets and residentially zoned properties a distance equal or greater to the required principal building setbacks and shall not be located within landscaped bufferyards.
- (c) The storage of items shall not interfere with traffic visibility or reduce or inhibit the use or number of parking spaces provided on the property below the requirement established below. If the number of provided parking spaces on the property is already less than the requirement, such display area shall not further reduce the number of spaces already present.

Parking Requirements: One space for every 10,000 square feet of gross storage area, plus one space per each employee on the largest work shift.

- (4) **FREIGHT OR BUS TERMINAL.** Includes land and buildings representing either end of one or more truck carrier line(s) which may have some or all of the following facilities: yards, docks, management offices, storage sheds, buildings and/or outdoor storage areas, freight stations, and truck maintenance and repair facilities. Such uses typically serve the trucking needs of several businesses on a contract basis. Also includes bus stations and terminals.

Regulations :

- (a) The appropriate County approval authority may require a landscaped bufferyard, per the standards in Section 17.5.05(2).
- (b) All buildings, trucks, and activity areas shall be set back from all streets a distance equal or greater to the required principal building setbacks and shall not be located within landscaped bufferyards.
- (c) All buildings, trucks, and activity areas shall be set back from all residential zoning district boundaries a minimum of 100 feet.
- (d) All parking, loading, and vehicle circulation areas shall be surfaced with a hard-

surface, all-weather material such as pavement or concrete.

- (e) Shall provide a vehicle throat length of at least 50 feet within the driveway connecting to the public street.

Parking Requirements : One space per each employee on the largest work shift.

- (5) DISTRIBUTION CENTER. Includes any land use oriented to the short-term indoor storage, shipment, and possible repackaging of commercial materials of a single user. Retail outlets associated with this principal use shall be considered an accessory use, and shall be subject to the requirements applicable to the "indoor sales accessory to industrial use" category.

Regulations :

- (a) The appropriate County approval authority may require a landscaped bufferyard, per the standards in Section 17.5.05(2).
- (b) All buildings, trucks, and activity areas shall be set back from all streets a distance equal or greater to the required principal building setbacks and shall not be located within landscaped bufferyards.
- (c) All buildings, trucks, and activity areas shall be set back from all residential zoning district boundaries a minimum of 100 feet.
- (d) All parking, loading, and vehicle circulation areas shall be surfaced with a hard-surface, all-weather material such as pavement or concrete.
- (e) Shall provide a vehicle throat length of at least 50 feet within the driveway connecting to the public street.

Parking Requirements One space per each employee on the largest work shift.

- (6) CONTRACTOR SHOP. Includes any business engaged in contract services or labor, such as contractors involved with landscaping; building construction or carpentry; and electrical, plumbing or heating systems. Often involves accessory equipment storage yards and rental of equipment commonly used by contractors. Retail outlets associated with this principal use shall be considered an accessory use, and shall be subject to the requirements applicable to the "indoor sales accessory to industrial use" category.

Regulations :

- (a) The appropriate County approval authority may require a landscaped bufferyard, per the standards in Section 17.5.05(2).
- (b) Outdoor sales, display or repair areas shall be set back from all streets and residentially zoned properties a distance equal or greater to the required principal building setbacks and shall not be located within landscaped bufferyards.
- (c) The storage of items shall not interfere with traffic visibility or reduce or inhibit the

use or number of parking spaces provided on the property below the requirement established below. If the number of parking spaces on the property is already less than the requirement, such display area shall not further reduce the number of spaces.

Parking Requirements : One space per each employee on the largest work shift.

- (7) LIGHT INDUSTRIAL USE. Includes any land use engaged in the manufacture of finished products or parts, predominantly from previously prepared materials, including the processing, fabrication, assembly, treatment, packaging, individual storage, and distribution of such products, but excluding basic industrial processing predominantly and directly from extracted, forested, or other raw materials. Retail outlets associated with this principal use shall be considered an accessory use, and shall be subject to the requirements applicable to the "indoor sales accessory to industrial use" category. Failure to comply with one or more of the following regulations may result in the classification of the use as a "heavy industrial use."

Regulations :

- (a) All loading docks and outdoor storage areas shall be completely screened so as not to be visible from public streets and any nearby residentially zoned property.
- (b) All activities, aside from parking, screened loading, and screened outdoor storage, shall take place inside of an enclosed building.
- (c) Shall be no odor, noise, heat, vibration, or radiation which is or has the potential to be detectable at the lot line.
- (d) The appropriate County approval authority may require a landscaped bufferyard, per the standards in Section 17.5.05(2).

Parking Requirements : One space per each employee on the largest work shift.

- (8) HEAVY INDUSTRIAL USE. Includes any land use engaged in the manufacture of finished products or parts that does not meet the description of one or more of the regulations associated with the "light industrial use" category. More specifically, heavy industrial land uses may include activities wholly or partially located outside of an enclosed building and may have the potential to create certain nuisances which are detectable at the lot line. Examples of heavy industrial land uses include meat product producers; alcoholic beverage producers; paper, pulp or paperboard producers; chemical and allied product producers including poison or fertilizer producers but not including drug producers; petroleum and coal product producers; asphalt, concrete or cement producers; tanneries; stone, clay or glass product producers; primary metal producers; heavy machinery producers; electrical distribution equipment producers; electrical industrial apparatus producers; transportation vehicle producers; commercial sanitary sewage treatment plants; power production facilities; railroad switching yards; and commercial recycling facilities not involving the on-site storage of salvage materials.

Regulations :

- (a) The appropriate County approval authority may require a landscaped bufferyard, per the standards in Section 17.5.05(2).
- (b) All buildings, trucks, and activity areas shall be set back from all streets and residential zoning district boundaries a distance equal or greater to the required principal building setbacks and shall not be located within any required landscaped bufferyard.
- (c) All parking, loading, and vehicle circulation areas shall be surfaced with a hard-surface, all-weather material such as pavement or concrete.

Parking Requirements : One space per each employee on the largest work shift.

- (9) METALLIC MINERAL EXTRACTION USE. Includes any land use involving the exploration, prospecting, and mining of metallic minerals. May include on-site processing of extraction material if part of the application and conditional use permit approval may include an open pit or underground mine constructed for the extraction of copper-, gold-, lead-, and zinc-bearing minerals.

Regulations :

- (a) The applicant for a conditional use permit shall meet the standards in Section 17.8.30 and shall submit a complete application to the Zoning Administrator. In addition to the information required by Sections 17.8.30 and 17.8.40, the application shall include the following information:
 - 1. A written description of the proposed operation, including the types and quantities of the materials that would be extracted, including all mine tailings and other waste; proposed dates to begin extraction, end extraction, and complete reclamation; geologic composition and depth and thickness of the mineral deposit; existing use of the land and proposed use after reclamation; existing natural and archaeological features on and adjacent to the site; where extracted materials would be hauled and over what roads; types, quantities, and frequency of use of equipment to extract, process, and haul; whether and how frequently blasting, drilling, crushing, screening, washing, refueling, or fuel storage would be performed on site; reagents to be used in processing; maximum lateral extent and minimum and maximum depth of underground workings; description and elevations of all temporary or permanent structures, including mine shaft or opening; methods and justification for sealing all shafts and other entries; proposed hours and days of operation; any special measures that will be used for spill prevention and control, dust control, or environmental protection; assurances that the site will be developed, operated, and reclaimed in accordance with all approved plans and all County, State, and Federal regulations, including a listing of all applicable regulations; proposed number of employees by shift; and an

estimate of anticipated utility and other public service and facility requirements over the life of the operation.

2. A site/operations plan map(s), drawn to scale by a qualified professional, and including site boundaries; existing contour lines; existing roads, driveways, and utilities; existing natural features including lakes, streams, floodplains, wetlands, and shoreland areas; all dwellings and private and municipal wells within 2,000 feet; location of the proposed extraction, staging areas, fueling, fuel storage, and equipment storage areas; proposed location and surfacing of roads, driveways, site access points, shafts and other entries; proposed phasing plan, if any; proposed fencing of property and gating or securing of access points and shafts; proposed types and locations of stockpiles; proposed location and types of screening berms and landscaping; and proposed temporary and permanent structures, including scales and offices.
 3. An erosion control plan, drawn to scale by a professional engineer, meeting all applicable State and County requirements.
 4. Copies of all applications and any amendments to such applications for all necessary approvals, licenses, and permits from any State and Federal agency with jurisdiction, and copies of the environmental impact report prepared under §23.11, Wis. Stats.
 5. A baseline conditions report, as defined in Section 17.1.14, and a description of how the proposed use would affect such baseline conditions.
 6. A reclamation plan prepared in accordance with State Statutes and rules.
 7. A certificate of insurance certifying that the applicant has in force a liability insurance policy affording personal injury and property damage protection.
 8. An agreement to reimburse the County for all costs incurred in the review of the conditional use permit request.
- (b) Shall be prohibited in the shoreland, wetland, and floodplain overlay zoning districts.
- (c) Shall not involve the use of cyanide in any aspect of the operation.
- (d) Disposal of mining wastes from an off-site prospecting or mining site shall be prohibited.
- (e) Shall comply with all applicable County, State and Federal regulations, including but not limited to those related to operation and reclamation of the mine; surface water and groundwater protection, monitoring, and remediation; air emissions; and solid and hazardous waste disposal.
- (f) The nearest edge of all buildings, structures, and surface activity areas, including pit edges and shaft entrances, shall be a minimum of 500 feet from all dwellings.
- (g) Project shall provide a landscaped bufferyard (see Section 17.5.05) along all borders of the property.
- (h) To prevent tracking of mud onto public roads, access driveways shall be paved within

100 feet of public roads, unless the adjacent road is unpaved.

- (i) Access to the site shall only be through points designated as entrances on the site/operations plan; such access points shall be secured when the site is not in operation.
- (j) Provisions for the upgrade, repair, and maintenance of town and County roads shall depend on the intensity of the operation and the existing condition and capacity of such roads. A bond or other performance guarantee for such work may be required provided that a clear relationship is established between the operation and the need for road upgrades, repair, and maintenance. If any town or County road is damaged or destroyed as a result of owners operations, the owner shall restore or pay for the restoration of the same to an acceptable condition and value. The owner shall have the right to show and bear the burden of proof in showing that the indicated damage was not the result of its operations.
- (k) Spraying of the site and driveways and other appropriate measures shall be conducted to control dust.
- (l) Hours or days of operation may be limited.
- (m) Expectations for any blasting, drilling, and screening shall be clearly understood, and separate acceptable hours for these activities may be established.
- (n) If blasting or drilling is requested, additional standards or conditions may be applied with relation to frequency, noise and vibration levels, notice to neighbors, preinspection of neighboring basements and wells, and claims procedures.
- (o) Unless the extraction site is inaccessible, the area of extraction shall be completely enclosed by a safety fence or maintained at a gentle slope.
- (p) The County shall determine the amount of insurance required and length of time that such insurance policy shall remain in effect. The County and appropriate town shall be listed as "additional named insureds" on the personal injury and property damage insurance policy, which should remain in effect until reclamation is complete.
- (q) The applicant shall be responsible for all County costs associated with the evaluation and review of a conditional use permit request. The applicant shall pay such costs within 30 days of billing from the County. If the applicant does not pay such bills with this period, the County may stop the processing of the permit applicant until such payment is received.
- (r) In the event the County Board enters into negotiations for a local agreement under §293.41, Wis. Stats., the review process shall be as specified under that section of statutes. The local agreement may not declare nonapplicable any requirements of this ordinance, except upon a three-fourths vote of the County Board and the affected town board.
- (s) Approval shall be subject to amendment or revocation if noncompliance with approved plans, this section, or approval conditions is identified.
- (t) Approval may be subject to periodic review of the operation to ensure compliance with the conditional use permit, and to specific limitations over the portion of the lot

or parcel where extraction may occur.

- (u) The conditional use permit or local agreement may allow for or be conditioned upon the County or town obtaining royalties for any minerals extracted from the site, including those minerals which were not anticipated to be found at the time of the initial permit.
- (v) In the event that the permit holder wishes to transfer ownership of the site or mineral rights to an unrelated entity, the project shall be required to obtain an amendment to the conditional use permit following the procedures in Section 17.8.40.

Parking Requirements : One space per each employee on the largest work shift.

- (10) NONMETALLIC MINERAL EXTRACTION USE. Includes land uses involving the removal of soil, clay, sand, gravel, rock, nonmetallic minerals, peat, or other related material. May include on-site processing of extraction material if part of the application and conditional use permit approval. Does not include relocation of materials required for domestic use on the same lot or a contiguous lot under the same ownership, approved on-site development grading, excavations within public road rights-of-way or easements, agricultural grading, or any soil removal activities on a hazardous waste site.

Regulations :

- (a) The applicant for a conditional use permit shall meet the standards in Section 17.8.30 and shall submit a complete application to the Zoning Administrator. In addition to the information required by Sections 17.8.30 and 17.8.40, the application shall include the following information:
 - 1. A written description of the proposed operation, including the types and quantities of the materials that would be extracted; proposed dates to begin extraction, end extraction, and complete reclamation; geologic composition and depth and thickness of the mineral deposit; existing use of the land and proposed use after reclamation; existing natural and archaeological features on and adjacent to the site; where extracted materials would be hauled and over what roads; types, quantities, and frequency of use of equipment to extract, process, and haul; whether and how frequently blasting, drilling, mining, crushing, screening, washing, refueling, fuel storage, asphalt batching, or concrete mixing would be performed on site; description and elevations of all temporary or permanent structures; proposed hours and days of operation; any special measures that will be used for spill prevention and control, dust control, or environmental protection; and assurances that the site will be developed, operated, and reclaimed in accordance with all approved plans and all County, State, and Federal regulations, including a listing of all applicable regulations.
 - 2. A site/operations plan map, drawn to scale by a qualified professional, and including site boundaries; existing contour lines; existing roads, driveways, and

utilities; existing natural features including lakes, streams, floodplains, wetlands, and shoreland areas; all residences and private and municipal wells within 1,000 feet; location of the proposed extraction, staging areas, fueling, fuel storage, and equipment storage areas; proposed location and surfacing of roads, driveways, and site access points; proposed phasing plan, if any; proposed fencing of property and gating of access points; proposed locations of stockpiles; proposed location and types of screening berms and landscaping; and proposed temporary and permanent structures, including scales and offices.

3. An erosion control plan, drawn to scale by a professional engineer, meeting all applicable State and County requirements.
4. A reclamation plan prepared in accordance NR 135, Wis. Adm. Code, and the Lincoln County reclamation ordinance.

- (b) Shall comply with all applicable County, State and Federal regulations.
- (c) The appropriate County approval authority may require a landscaped bufferyard, per the standards in Section 17.5.05(2).
- (d) The nearest edge of all buildings, structures, and surface activity areas, including pit edges, shall be located a minimum of 200 feet from all dwellings on adjacent properties, and no less than 10 feet from any lot line.
- (e) To prevent tracking of mud onto public roads, access driveways shall be paved within 100 feet of public roads, unless the adjacent road is unpaved.
- (f) Access to the site shall only be through points designated as entrances on the site/operations plan; such access points shall be secured when the site is not in operation.
- (g) Provisions for the upgrade, repair, and maintenance of town and County roads shall depend on the intensity of the operation and the existing condition and capacity of such roads. A bond or other performance guarantee for such work may be required provided that a clear relationship is established between the operation and the need for road upgrades, repair, and maintenance. If any town or County road is damaged or destroyed as a result of owners operations, the owner shall restore or pay for the restoration of the same to an acceptable condition and value. The owner shall have the right to show and bear the burden of proof in showing that the indicated damage was not the result of its operations.
- (h) Spraying of the site and driveways shall be conducted to control dust.
- (i) On-site bulk fuel storage areas and appropriate places for fueling of equipment (e.g., above the water table) shall be located to minimize the potential for groundwater contamination and in accordance with ILHR 10 and other chapters of the Wis. Adm. Code and provisions of Wisconsin Statutes.
- (j) Hours or days of operation may be limited if the extraction site is close to residential properties.

- (k) Expectations for any blasting, drilling, screening, and asphalt batching shall be clearly understood, and separate acceptable hours for these activities may be established. Blasting is also regulated under §101.15(2)(e), Wis. Stats., and COMM 8, Wis. Adm. Code. The conditional use permit may specifically restrict such activities from occurring if the conditional use permit standards cannot be met.
- (l) If blasting or drilling is requested, additional standards or conditions may be applied with relation to frequency, noise and vibration levels, notice to neighbors, preinspection of neighboring basements and wells, and claims procedures in accordance with ILHR 10 and other chapters of Wis. Adm. Code.
- (m) Unless the extraction site is inaccessible, the area of extraction shall be completely enclosed by a safety fence or maintained at a slope not to exceed 3:1.
- (n) The applicant shall furnish a certificate of insurance before operations commence.
- (o) Approval shall be subject to amendment or revocation if noncompliance with approved plans, this section, or approval conditions is identified.
- (p) Approval shall be subject to periodic review of the operation to ensure compliance with the conditional use permit, and to specific limitations over the portion of the lot or parcel where extraction may occur.

Parking Requirements : One space per each employee on the largest work shift.

Motion by:				
Second by:				
Dist.	Supervisor	Y	N	Abs
1	Bialecki			
2	Anderson-Malm			
3	McCrank			
4	Ossness			
5	Wendorf			
6	Ashbeck			
7	Rusch			
8	Thiel			
9	Friske			
10	Boyd			
11	Detert			
12	DePasse			
13	Brixius			
14	Hafeman			
15	Lemke			
16	Miller			
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 Lincoln County Board of Supervisors on:

Christopher J Marlowe,
County Clerk

, County Board Chair

ORDINANCE 2024-02-760

Chapter 17 –Zoning Ordinance – Land Use Descriptions and Standards

An Ordinance amending portions of Lincoln County Zoning Ordinance – Chapter 17, section 17.3, specifically; 17.3.09(Accessory Land Uses).

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

This ordinance shall take effect following its passage and posting.

Dated: February 19, 2024

Authored by: Marty Lemke

Co-Sponsored by: Randy Detert, Greg Hartwig, Elizabeth McCrank, and Greta Rusch, William Bialecki
Committee: Land Services Committee

Committee Vote: 6-0

Date Passed: 2/8/24

Fiscal Impact: None

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

Chapter 17-Proposed Zoning Ordinance Text Amendments.

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

17.3.09 – ACCESSORY LAND USES

- (1) ACCESSORY STRUCTURE. (Am. #2016-08-629) Detached accessory structure, including but not limited to: private garage, storage building, mechanical building, utility shed, in ground swimming pool, wind and solar energy system, outdoor wood furnace, and buildings clearly incidental to the approved use of the property. Items not included are listed in section 17.1.14 the definition of 'Structure' and structures with uses otherwise described under the "accessory farm and forestry structure" land use category.

Regulations :

- (a) Reserved. (Dltd. # 2022-12-732)
- (b) Reserved. (Dltd. # 2022-12-732)
- (c) The accessory structure building height shall not exceed 25 feet.
- (d) Accessory structures shall not be used as habitable space or as a separate dwelling unit; except when approved through the applicable permitting process.
- (e) Attached garages, other attached buildings, and decks shall be considered part of the principal building, not an accessory structure.
- (f) Accessory structures proposed in advance of a principal building on the same lot; shall site such accessory structure with relation to appropriate locations for a future dwelling or buildings, private well, Private Onsite Wastewater Treatment Systems (POWTS), and driveway.
- (g) Shall follow applicable zoning district maximum building coverage standards found in section 17.2.101.
- (h) Within a condominium there shall be not more than 2 detached accessory structures per unit; and the use of common/shared detached accessory structures are encouraged and shall be considered before individual detached structures are permitted. When common/shared detached accessory structures have not first been considered within the condominium, such may be grounds for denial of a zoning permit.
- (i) Within a mobile home park there shall be not more than one accessory structure per zoning lot or site as the mobile home which it is associated with.

(2) RESERVED. (Dltd. #2016-08-629)

(3) FAMILY DAY CARE HOME (4—8 CHILDREN). Includes occupied dwellings in which a qualified person or persons provide child care for 4 to 8 children. The care of less than 4 children is not subject to the regulations of this chapter. Family day care homes are also regulated under §66.304(b)(2), Wis. Stats.

(4) INTERMEDIATE DAY CARE HOME (9—15 CHILDREN). Includes occupied dwellings in which a qualified person or persons provide child care for 9 to 15 children. Intermediate day care homes are also regulated under §66.304(b)(2), Wis. Stats.

(5) COMMERCIAL APARTMENT. Includes one or more dwelling units located above the ground floor of a building in which said ground floor is used for one or more commercial land uses designated in Section 17.3.04 above. Said dwelling units may be owner-occupied or renter-occupied.

Parking Requirements : One off-street parking space shall be provided for each bedroom. ~~Parking spaces provided by the commercial land use on the site may be counted towards this requirement with the approval of the Zoning Administrator.~~

(6) CARETAKER'S RESIDENCE. Includes any dwelling unit which provides permanent housing for a caretaker of the subject property in either an attached or detached configuration.

Regulations : Shall provide housing only for the on-site caretaker and family.

Parking Requirements : 2 spaces per dwelling unit.

(7) HOME OCCUPATION. Provides a means to accommodate a small home-based family or professional business as an accessory permitted use on a residential parcel without the necessity of a rezoning to a commercial zoning district. Includes economic activities performed within any dwelling that comply with specified requirements listed below. Examples include, but are not limited to, personal and professional services, home offices, handicrafts, and small machine repair. Does not include a motor vehicle repair or body work business.

Regulations :

(a) Shall be conducted only within the enclosed area of the dwelling or an attached garage.

(b) No exterior alterations that change the character as a dwelling or exterior evidence of the home occupation, other than those signs permitted in the district and for home occupations per Division 17.6.

(c) No storage or display of materials, goods, supplies, or equipment related to the operation of the home occupation shall be visible outside any structures or screening. Screening must meet Lincoln County Code 17.5.05.

- (d) No home occupation shall create smoke, odor, glare, noise, dust, vibration, fire hazard, small electrical interference or any other nuisance not normally associated with the average residential use.
 - (e) Shall not involve the use of commercial vehicles for more than weekly delivery of materials to or from the premises except for commercial vehicles owned and operated by the home occupation.
 - (f) Persons employed by a permitted home occupation shall be limited to the resident family members and no more than one nonresident employee.
 - (g) A private on-site wastewater treatment system evaluation shall be conducted and any improvement to or replacement of the system must be completed before the home occupation may commence.
 - (h) Land Use types that qualify for home occupation are all the land uses listed as “permitted by right” under section 17.3.04 (Commercial Land Uses) and not based on the property’s designated zoning district.
 - i. Under no circumstances shall a vehicle repair or bodywork business qualify as a home occupation.
 - (i) Parking Requirements: Shall follow Off-Street Parking and Loading Standards in section 17.5.03.
- (8) HOME OCCUPATION, EXPANDED. Provides a means to accommodate home-based family or professional businesses as an accessory use in a dwelling or a detached accessory structure on a residential parcel without the necessity of a rezoning to a commercial zoning district. The regulations for expanded home occupations are more flexible than for standard home occupations; ~~as such, expanded home occupations require the issuance of a conditional use permit.~~ Includes economic activities performed within any dwelling that comply with specified requirements listed below. Examples include, but are not limited to, personal and professional services, handicrafts, small beauty salons, and small machine repair.

Regulations :

- (a) No exterior alterations that change the character as a dwelling or provide significant exterior evidence of the expanded home occupation, other than those signs permitted in the district and for expanded home occupations per Division 17.6.
- (b) No expanded home occupation shall create smoke, odor, glare, noise, dust, vibration, fire hazard, small electrical interference or any other nuisance that is incompatible with the intent of the district.
- (c) Persons employed by an expanded home occupation shall be limited to the resident family members and no more than 3 nonresident employees.
- (d) ~~The Land Services Committee may establish a maximum percentage of the property~~

~~that may be devoted to the business, restrict the number and types of machinery and equipment, limit hours of operation, or establish other conditions on the approval to meet the standards for granting a conditional use permit in Section 17.8.30. (Am. #2018-05-659)~~ A private on-site wastewater treatment system evaluation shall be conducted and any improvement to or replacement of the system must be completed before the home occupation expanded may commence.

- (e) Land Use types that qualify for home occupation expanded are all the land uses listed as "permitted by right" under section 17.3.04 (Commercial Land Uses) and not based on the property's designated zoning district.
 - i. Under no circumstances shall a vehicle repair or bodywork business qualify as a home occupation.
- (f) Parking Requirements: Shall follow Off-Street Parking and Loading Standards in section 17.5.03.

- (9) FARM AND FORESTRY ACCESSORY STRUCTURE. Includes any structure used in the operation of a farm or forestry operation, including, but are not limited to, barns, sheds, silos, equipment garages, and towers.

Regulations : May be located on the same lot as a primary farm or forestry operation, or on a separate lot in conjunction with the farm or forestry operation.

- (10) OUTDOOR DISPLAY INCIDENTAL TO INDOOR SALES USE. Includes limited outdoor display or sales areas as uses accessory to principal uses in the "indoor sales" land use category for a period which may exceed 30 days in any one calendar year.

Regulations : Shall be less than 15 percent of the gross floor area of the principal building in which sales are also conducted. If the outdoor sales or display area exceeds that threshold, then the land use shall instead be classified as an "outdoor sales, display, or repair" principal use.

- (11) TEMPORARY OUTDOOR SALES. Includes the temporary sales or display of any commercial items outside the confines of a building. Examples of this land use include but are not limited to tent sales, bratwurst stands, auctions, fireworks tents/stands, and flea markets. Does not include occasional residential garage sales, residential yard sales, and residential estate sales, which are permitted in all zoning districts provided that they do not constitute a regular, ongoing use of the property.

Regulations :

- (a) Display shall be limited to a maximum of 90 days (cumulative) in any one calendar year.
- (b) If the subject property is located in or adjacent to a residentially zoned property,

activities shall be limited to daylight hours.

- (c) Activities shall not obstruct pedestrian or vehicle circulation or sight distances.
- (d) Signage shall comply with the requirements for temporary signs in Division 17.6.

Parking Requirements : Varies depending on type and duration of use.

- (12) INDOOR SALES ACCESSORY TO INDUSTRIAL USE. Includes any retail sales activity conducted exclusively indoors which is incidental to a principal land use such as warehousing, wholesaling, or any light industrial land use.

Regulations :

- (a) Sales shall be of products produced, stored, or shipped by the principal use.
- (b) The gross floor area devoted to retail sales shall not exceed 25 percent of the gross floor area of all buildings on the lot or 5,000 square feet, whichever is less.
- (c) All sales and display shall be conducted inside of an enclosed building.
- (d) The retail sales area shall be physically separated by a wall from other activity areas.

Parking Requirements : One space per 300 square feet of gross floor area devoted to the retail sales activity, plus the parking spaces required for the principal use.

- (13) SEASONAL SALES OF FARM AND FORESTRY PRODUCTS. Includes any sales and display of farm or forestry products for less than 180 days out of a 365-day period. Examples include, but are not limited to, fruit and vegetable stands, maple syrup sales, pumpkin stands or patches, Christmas tree lots, firewood sales, wreath sales, honey sales, wildflower sales, and woodchip sales.

Regulations :

- (a) Display shall not obstruct pedestrian or vehicular circulation, including vehicular sight distances.
- (b) Signage shall comply with the requirements for temporary signs in Division 17.6.
- (c) If subject property is located in or adjacent to a residential zoning district, sales and display activities shall be limited to daylight hours.
- (d) No structure shall be attached to a permanent foundation.
- (e) All structures shall be completely removed from public view following the completion of sales for the season.

Parking Requirements : Varies depending on type and duration of use.

- (14) LIGHT INDUSTRIAL USE ACCESSORY TO INDOOR SALES USE. Includes accessory uses meeting the description included in the "light industrial use" category, incidental to a principal "indoor sales" land use, and meeting all regulations associated with the "light industrial use" category and those additional regulations listed below.

Regulations :

- (a) Sales shall be for products sold or rented by the principal use.
- (b) The gross floor area devoted to light industrial use shall not exceed 25 percent of the gross floor area of all buildings on the lot or 5,000 square feet, whichever is less.
- (c) All light industrial activities, including storage but not including loading, shall be conducted inside of an enclosed building.
- (d) The light industrial use area shall be physically separated by a wall from other activity areas. In multioccupant buildings, such walls shall be soundproofed.

Parking Requirements : One space per additional employee in the light industrial activity area, plus the parking spaces required for the principal use.

- (15) OFF-SITE PARKING LOT. Includes parking lots that are not located on the same zoning lot or same group development as the principal use, but provide all or part of the required off-street parking for the principal use, either on a permanent or temporary basis.

Regulations :

- (a) All vehicles kept on off-site parking lots must be registered, licensed, and operative.
- (b) No materials or equipment aside from vehicles may be kept within approved off-site parking lots, except as may be authorized by the Planning and Zoning Committee.
- (c) No vehicles advertised for sale or lease may be kept in an off-site parking lot.
- (d) No off-site parking lot shall be located in a residential zoning district.

- (16) OUTDOOR WOOD FURNACE. An outdoor accessory structure designed to heat water through a wood fire then transmit that heated water to the principal building for direct use, for heating the principal or accessory building, or both configurations.

Regulations :

- (a) Within and adjacent to residential zoning districts, minimum lot size shall be 5 acres.
- (b) Shall be set back from all property lines and roads a distance equal to the required principal building setbacks.
- (c) Shall be separated by at least 200 feet from any dwelling unit on an adjacent property.

- (d) If less than 500 feet from any dwelling unit on an adjacent property, the smoke stack shall be required to be raised to the height of the roofline of the dwelling that the furnace serves and a Class A (triple wall) chimney pipe shall be installed to facilitate the dispersion of smoke.
 - (e) Shall also be required to meet the standards in Section 11.04(4) of the Lincoln County Code of Ordinances. (Am. #2018-05-659)
- (17) TEMPORARY RELOCATABLE BUILDING. Includes any manufactured building which serves as a temporary building serving the principal use of the lot ~~for less than 365 days~~, typically containing an on-site construction management or real estate office for an active construction or subdivision project.

Regulations :

- (a) ~~Shall not be located on the lot for a period of 365 days or more as a permitted by right land use. Projects requiring the temporary relocatable building to be in place for 365 days or more shall require a conditional use permit.~~
- (b) Shall be set back from all property lines and roads a distance equal to the required principal building setbacks.
- (c) Shall be removed within 10 days of completion of project.

Motion By:

Second By:

Ordinance 2023-02-761

Chapter 7 – Traffic and Vehicle Code

An Ordinance Amending the General Code of the County of Lincoln Chapter
7 – Traffic and Vehicle Code

The County Board of Supervisors of Lincoln County, Wisconsin, does hereby ordain
that Chapter 7, Section 7.03, be amended as indicated in the attachment.

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	Brixius			
14	Hafeman			
15	Lemke			
16	Miller			
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:

Christopher J. Marlowe
Lincoln County Clerk

This ordinance shall take effect following its passage and posting.

Dated: February 19, 2024

Authored by: Steve Osness, Supervisor, District 4

Co-Sponsored by: Jesse Boyd, Supervisor, District 10; Laurie Thiel, Supervisor, District 8

Committee: Public Safety Committee

Committee Vote: Passed on voice vote

Date Passed: 10.11.23

Committee: Administrative and Legislative

Committee Vote: Passed on voice vote

Date Passed: 02.07.24

Fiscal Impact: None

Drafted by: Karry A. Johnson, Corporation Counsel

Chapter 7.03 Proposed Traffic and Vehicle Code - Ordinance Text Amendment

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

7.03 VEHICLE CODE.

- (1) WISCONSIN STATUTORY PROVISIONS RELATING TO RULES OF THE ROAD ADOPTED. The statutory provisions set forth in Chs. 110, 340 through 350, §§30.50—30.77 and 23.33, Wis. Stats., relating to regulations for which the penalty is a forfeiture only, including penalties to be imposed and procedures for prosecution are adopted by reference and made part of this chapter, including all existing and future amendments made thereto.

(a) For purposes of abandoned vehicles under Wis. Stat. §342.40, any vehicle left unattended for a period of time exceeding 48 hours shall be deemed abandoned under this code and the statute which is incorporated herein.
- (2) VIOLATION—PENALTIES. The penalty for violation of any provision of this chapter shall be a forfeiture as hereafter provided, together with costs, fees and surcharges imposed under Ch. 814, Wis. Stats.
- (3) STATE FORFEITURE STATUTES. Forfeitures for violations of the statutes adopted by reference under §7.03(1), infra, shall conform to the forfeiture permitted to be imposed for violation of the statutes adopted by reference, including any variations or increases for subsequent offenses.
- (4) ENFORCEMENT PROCEDURES. This chapter shall be enforced according to §§66.0113 and 345.20—345.53, Wis. Stats.
- (5) VIOLATIONS—DEPOSIT.
 - (a) Any person arrested for a violation of this chapter may make a deposit of money as directed by the arresting officer at the office of the Clerk of the Court or by mailing the deposit to the Clerk. The alleged violator may submit a check/money order for the amount of the deposit or make the deposit by use of a valid credit card. Instructions for payment by credit card should be directed to the Clerk's office. The arresting officer or the person receiving the deposit shall comply with §§345.26 and 345.27, Wis. Stats.
 - (b) The amount of the deposit shall be determined in accordance with the deposit schedule established by the judicial conference.
 - (c) If a deposit schedule has not been established, the arresting officer shall require the alleged offender to deposit not less than the maximum forfeiture permitted under this chapter.