

Motion By: CUMMINGS

Second By: OSNESS

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:

FEBRUARY 19, 2024



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.

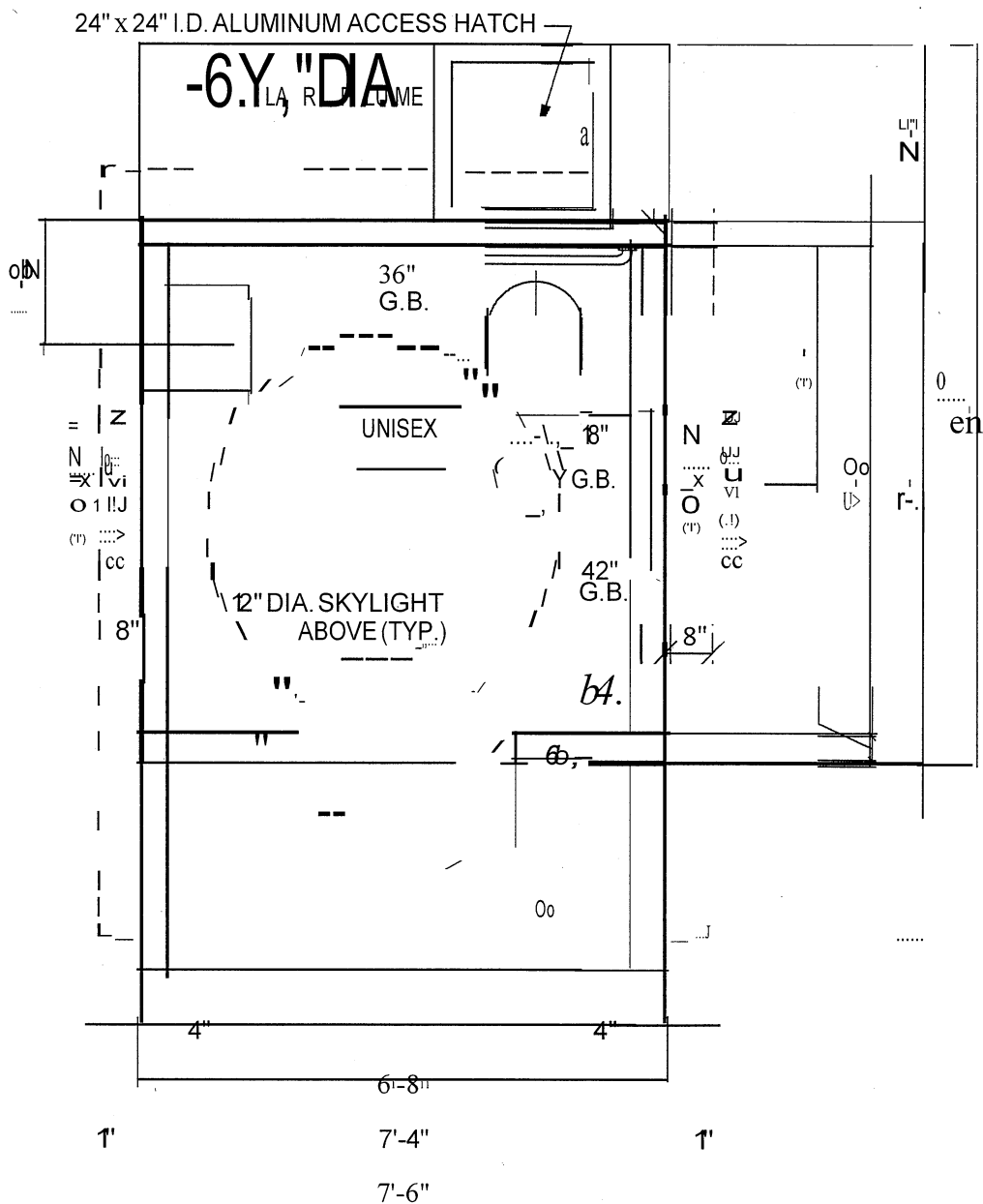
Here is a brief breakdown of the funding necessary to complete the project:

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"

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

# WISCONSIN DEPARTMENT OF TRANSPORTATION TOWN PLAT RECORD

33-020

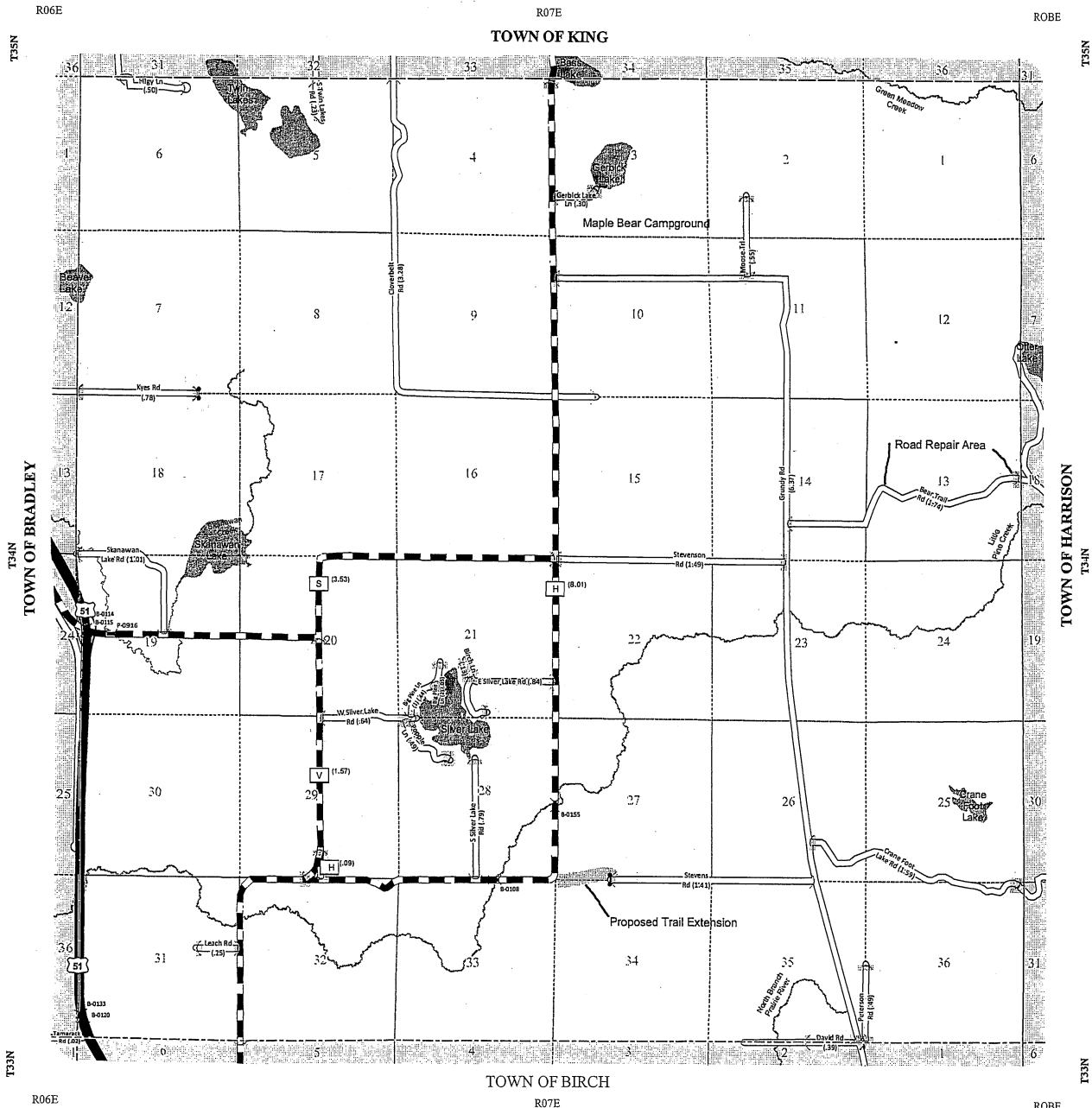
DATE	MILEAGE FOR LOCAL ROADS/STREETS	LOCAL ROADS/STREETS
(1) 4-1-21	23.77	
(2) 1-1-22		Name: _____ Title: _____
(3) 4-1-22		

Certified in accordance with sec. 86.30 Wis. stat.

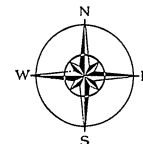
## TOWN OF SKANAWAN COUNTY: LINCOLN

- (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.

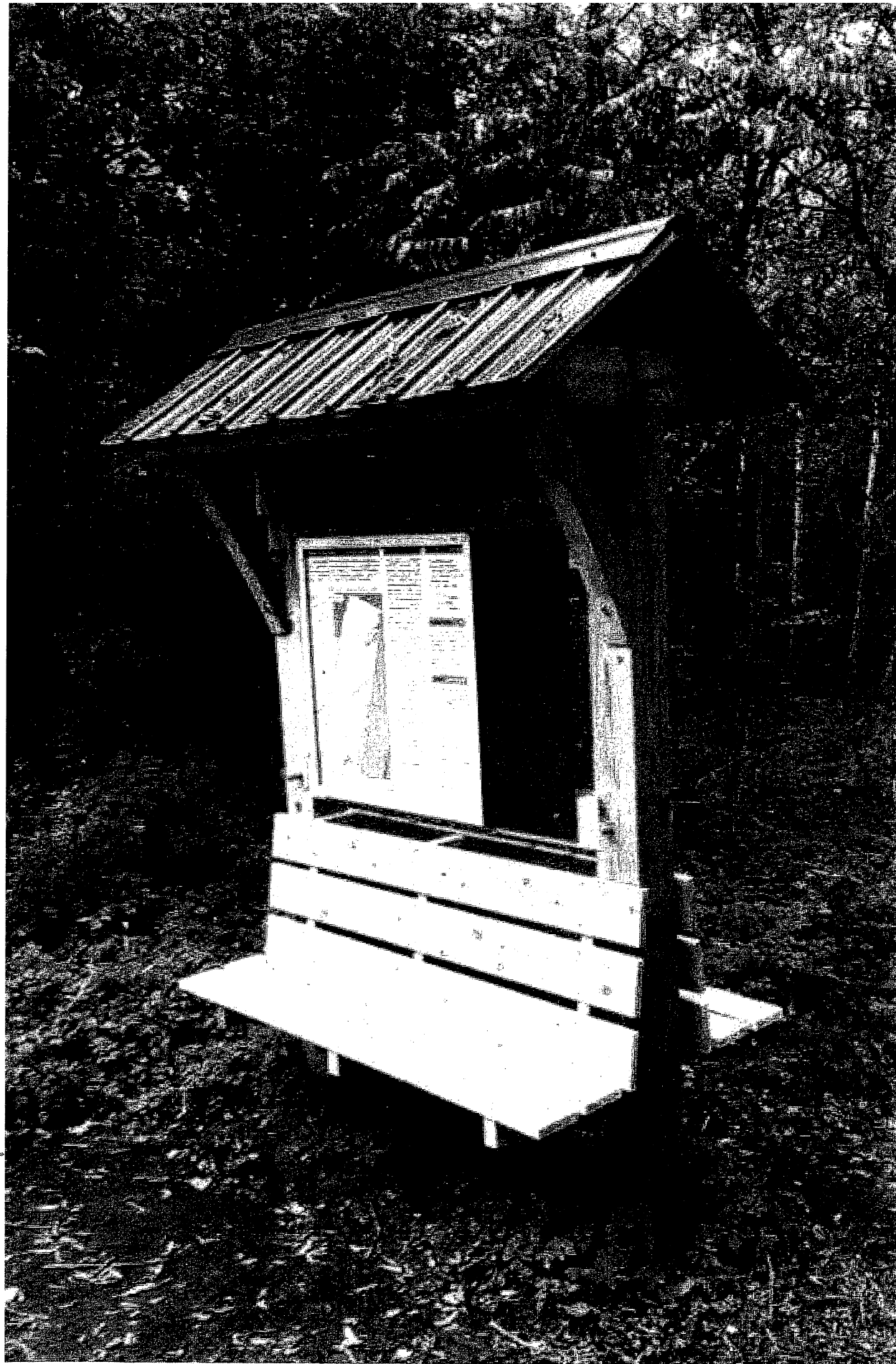
COUNTY	MILEAGE FOR COLONY
TRUNKS	00.00
13.20	00.00



- LEGEND:
- County Trunk Highway
  - == Local Road
  - US Highway
  - State On/Off Ramp
  - State Connector
  - Cvr Border
  - PLSS Border
  - ii( Bridge
  - Gate
  - ( ) Route Identifier



This information is provided as a service of the Wisconsin Department of Transportation (WisDOT). It is not intended to be used for any purpose other than for informational purposes. WisDOT expressly disclaims any liability regarding the use of this information for other than official WisDOT business.



Motion By: OSNESS  
Second By: DePASSE

Resolution 2024-02-07

1<sup>st</sup> Amendment to Nursing Home Management Agreement

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				

WHEREAS, by Resolution 2019-08-38 the Lincoln County Board of Supervisors approved the Nursing Home Management Agreement between North Central Health Care (NCHC) and Lincoln County which provided NCHC with the authority to manage the operation of the Pine Crest Nursing Home; and

WHEREAS, the County has been engaged with a broker for purposes of possible sale of the Pine Crest Nursing Home, and further has been engaged in negotiations for the possible sale of the Pine Crest Nursing Home; and

WHEREAS, the existing Nursing Home Management Agreement did not contemplate a potential sale of Pine Crest Nursing Home or an early mutual termination of the Nursing Home Management Agreement due to such sale or otherwise; and

WHEREAS, Lincoln County and NCHC decided to remedy such omissions in the existing Nursing Home Management Agreement by way of an Amendment to the Nursing Home Management Agreement; and

WHEREAS, the NCHC Executive Committee approved this 1<sup>st</sup> Amendment to Nursing Home Management Agreement on January 31, 2024;

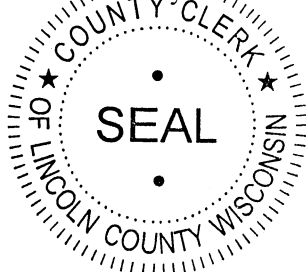
NOW, THEREFORE BE IT RESOLVED, that the Lincoln County Board of Supervisors hereby approves the 1<sup>st</sup> Amendment to Nursing Home Management Agreement and authorizes the Administrative Coordinator to sign the 1<sup>st</sup> Amendment to the Nursing Home Management Agreement on behalf of Lincoln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

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:

FEBRUARY 19, 2024

Christopher J. Marlowe  
Lincoln County Clerk



Dated: February 19, 2024

Authored by: Don Friske, Supervisor, District 9

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

Committee: A&L Committee

Committee Vote: Passed on voice vote

Fiscal Impact: TBD

Date Passed: 2/7/2024

Drafted by: Karry A. Johnson, Corporation Counsel



Motion by:

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

Second by:

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

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

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.

Dist.	Supervisor	Y	N	Abs
19	Allen			
6	Ashbeck			
1	Bialecki			
11	Breitenmoser			
13	Callahan			
12	KJilk			
20	KJorski			
14	Hafeman			
8	Heller			
9				
17	Koth			
15	Lee			
16	Loka			
3	Mueller			
21	Nowak			
22	Sanfil			
10	Stalliff			
7	Busch			
5	Saal			
18	Voermans			
2	Wheaver			
4	Wuellner			
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

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)

## **1<sup>st</sup> 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 1<sup>st</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> party buyer of Pine Crest for six (6) months following the date of transfer.

3. Upon sale and transfer of Pine Crest to 3<sup>rd</sup> party buyer, NCHC shall not offer sick leave benefit payout to any former NCHC employee that fails to remain employed by the 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> party buyer.
5. NCHC shall waive early notice of termination in the event of sale or transfer of Pine Crest to a 3<sup>rd</sup> party buyer.
6. NCHC shall continue to manage and operate Pine Crest until the sale and transfer to 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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: **McCRANK**

Second By: **OSNESS**

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.

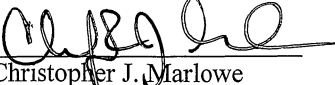
NOW, THEREFORE BE IT RESOLVED, Lincoln County Board of Supervisors authorize employees required to work in the landfill to receive an annual stipend of \$250.00 consistent with Lincoln County Procedures.

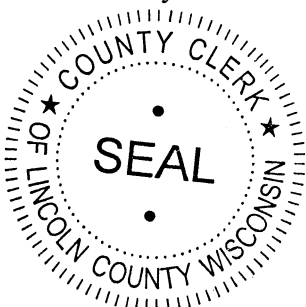
Dist.	Supervisor	Y	N	Abs
1	Bialecki			
2	Anderson-Malm			
3	McCrank			
4	Osness			
5	Wendorf			
6	Ashbeck			
7	Rusch			
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15	Lemke			
16	Miller			
17	Meunier			
18	Wickham			
19	Allen			
20	Cummings			
21	Simon			
22	Hartwig			
Totals				
Carried				
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:

**FEBRUARY 19, 2024**

  
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: DePASSE

Second By: SIMON

Resolution 2024-02-09

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

Dist.	Supervisor	Y	N	Abs
1	Bialecki		X	
2	Anderson-Malm		X	
3	McCrank		X	
4	Osness	X		
5	Wendorf	X		
6	Ashbeck		X	
7	Rusch		X	
8	Thiel	X		
9	Friske	X		
10	Boyd	X		
11	Detert	X		
12	DePasse	X		
13	Brixius	X		
14	Hafeman		X	
15	Lemke	X		
16	Miller	X		
17	Meunier	X		
18	Wickham	X		
19	Allen			
20	Cummings	X		
21	Simon	X		
22	Hartwig	X		
Totals		15	6	
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, 2024; 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

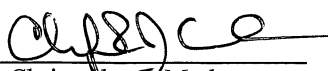
WHEREAS, as part of the Asset Purchase Agreement, Lincoln County would finance \$2 million of the purchase price through a 5 year note with interest at the rate of 4.5% per annum; and

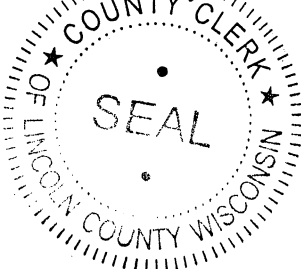
WHEREAS, Purchaser and Lincoln County would execute a Lease for the Health & Human Services Building for a 5 year term, that would allow all current occupancies (Lincoln County departments and tenants) the ability to remain in their current occupied spaces; and

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:

FEBRUARY 19, 2024

  
Christopher P. 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



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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

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## **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. 6<sup>th</sup> 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 Kastner & 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 SA 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 invade 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' good and marketable title in fee simple to the Property subject only to the Permitted Exceptions and shall include extended coverage over General Exceptions I 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 sublessees 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' 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 provider 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 Assessment s. 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 Consent s. 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 condition 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@senionni.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

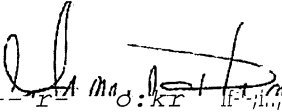
By: \_\_\_\_\_

Name: Christopher Marlowe

Its: County Clerk

REAL ESTATE PURCHASER:

Merrill Campus, LLC

By:  \_\_\_\_\_

Name: Grant Thayer

Its: Member

PERSONAL PROPERTY PURCHASER:

Senior Management, Inc.



Na 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	\$500,000.00
	Total	\$8,500,000.00

**EXHIBIT C**

**DUE DILIGENCE MATERIALS**

EXHIBIT D

PERMITTED EXCEPTIONS

None until Title Commitment is received.

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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").

WITNESS ETH:

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. 6<sup>th</sup> 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	\$ 500,000.00
	\$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

Attachment for tractor:

Broom – 52 inch – no serial #

Tractor bucket model 120R -serial # IP120RXAJC048807

Tracer forks model APIOF –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: **DE PASSE**  
Second By: **HARTWIG**

Resolution 2024-02-10

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

APPROVE THE 2023 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.

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:

**FEBRUARY 19, 2024**



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: DE PASSE

Second By: SIMON

Resolution 2024-02-11

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.

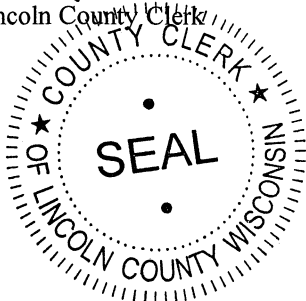
NOW, THEREFORE BE IT RESOLVED, That the Lincoln County Board of Supervisors accepts and expresses gratitude for the donation of \$2,000.00 from the Tug Lake District to assist in the maintenance and improvement of Tug Lake County Park.

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:

FEBRUARY 19, 2024

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