

# WASHBURN COUNTY BOARD OF SUPERVISORS AGENDA

November 9, 2021

9:00 a.m.

Board Room, Washburn County Services Center, Shell Lake, Wisconsin

## PLEASE NOTE THAT THIS IS A DAYTIME MEETING.

1. Call Meeting to Order – Chair Mackie
2. Moment of Silent Meditation and Pledge of Allegiance – Supv. D. Wilson
3. Notice of Meeting - County Clerk Olson
4. Roll Call – County Clerk Olson
5. Approval of October 19, 2021 County Board Proceedings
6. Concerned Citizens
7. Resolution for 2021 Tax Levy and 2022 Budget – Supv. Haessig
8. Youth Government Day Introduction – Chair Mackie
9. **Consent Agenda Resolutions:**
  - A. Rezone Petition and Amendatory Ordinance
  - B. Resolution Approving Final Washburn County Supervisory Redistricting Plan
  - C. Resolution Approving 2022 Northern Waters Library Service Agreement
  - D. Resolution Updating Employee Handbook Policy, Section 3.5 B – Vacation - Jailers/Dispatchers
  - E. Resolution Updating Employee Handbook Policy, Section 3.7 – Bereavement Pay
10. **Other Resolutions and Ordinances:**
  - A. Resolution for Unit on Aging to Accept \$100,000 Grant for Annex Building Renovations – Supv. D. Haessig
  - B. Resolution to Transfer Funds from the Solid Waste Fund to the Recycling Fund – Supv. D. Haessig
  - C. Resolution to Increase the 2021 Unit on Aging Budget – Enbridge – Supv. D. Haessig
  - D. Resolution to Increase the 2021 Budget Due to the TID Closure of the City of Shell Lake – Supv. D. Haessig
  - E. Resolution to Approve the 2022 County Forest Work Plan – Supv. S. Johnson
  - F. Resolution re: 2022 County Forest Variable Acreage Share Resolution – Supv. S. Johnson
  - G. Resolution Approving a New .75 LTE for the Veterans Service Office – Supv. Wilson
  - H. Resolution Removing District 15 Board Member from the Washburn County Board of Supervisors – Chair Mackie
  - I. Resolution re: Opioid Litigation Settlement – Chair Mackie
11. Committee Reports
12. Chair Appointments – Alternate BOA member: Mike Spafford/Town of Evergreen.
13. Citizen Comments
14. Chair Comments
15. Possible Future Agenda Items
16. Audit Per Diems
17. Adjourn

Copy via Email: County Clerk; Department Heads; News Media. Individuals with qualifying disabilities under the Americans with Disabilities Act, in need of accommodations, should contact the County Clerk's office at 468-4600 at least 24 hours prior to the meeting.

# WASHBURN COUNTY BOARD OF SUPERVISORS MINUTES

October 19, 2021

6:00 p.m.

Board Room, Washburn County Services Center, Shell Lake, Wisconsin

1. Call Meeting to Order at 6:00 p.m. by Chair T. Mackie.
2. Moment of Silent Meditation and Pledge of Allegiance was lead by Supv. D. Wilson.
3. Notice of Meeting was read by County Clerk Olson.
4. Roll Call was done by County Clerk Olson. Board present: (19), Absent: (1) Josh Carlstrom; Excused: (1) David Haessig; Youth Present: (2) Hadlea Lindstrom, Miranda Schroeder.
5. Approval of September 21, 2021 County Board Proceedings on motion by Supv. J. Ford, 2<sup>nd</sup> by Supv. C. Masterjohn; MC.
6. Presentation of Plaque – Mike Van Guilder, Short Elliot Hendrickson (SEH), along with Dan Penskov, Brian Cunningham, presented plaques to both Washburn County and Indianhead Medical Center (IMC) for the downtown redevelopment project consisting of City of Shell Lake and IMC improvements along with the county's project of the new government center, senior center and maintenance shop. This "Engineering Excellence Best of State Award" to SEH was given by the American Council of Engineering Companies of Wisconsin, with the judges recognizing the unique scope of the project with all entities coming together. Mike recognized the board, Kiko Murphy and Lolita Olson, Kevin & Shannon Jack from IMC, City of Shell Lake, and all property owners who took part in this project with a special mention to the property owner who donated a home for this cause. Chair Mackie also congratulated the board for their foresight to go forward with this project. *(Link to the award article can be found at <https://www.sehinc.com/portfolio/shell-lake-downtown-redevelopment>)*
7. Concerned Citizens – Chair Mackie asked that comments be limited to the agenda items. Colleen Cook - thanked those who came to the Spooner Senior Center and spoke in favor of utilizing the Annex as the Spooner Senior Center, with the understanding that we need to wait for the grant. Jessie Gronning - spoke about Arizona election audit statistics; spoke in favor of having the county board request an audit. Brian Melton – spoke in favor of continuing to have an outlet at the county board, appreciation and respect for what the board does.
8. **Consent Agenda** motion to approve by Supv. D. Wilson, 2<sup>nd</sup> by Supv. L. Featherly, MC.
  - A. **Rezone Petition and Amendatory Ordinance – September 2021**
  - B. **Correction to Amendatory Ordinance – August 2021**
  - C. **Resolution 2021-68 Denying a Claim – Hidden Lake Land Trust**
  - D. **Resolution 2021-69 Updating Washburn County Code of Ordinance, Chapter 2, Administration, Articles I, III and IV**
  - E. **Resolution 2021-70 to Authorize County Clerk as Signatory for Opioid Settlement Documents**
9. **Other Resolutions and Ordinances**
  - A. **Resolution 2021-71 to Increase the 2021 Unit on Aging Dept Budget – GWAAR Expanding Access to COVID-19 Vaccines Grant** on motion to approve by Supv. S. Smith, 2<sup>nd</sup> by Supv. B. Vosberg. Supv. B. Olsgard referenced brochure which will be sent out to residents. Supv. S. Smith shared that about 90% of seniors in the county have now been vaccinated and would be eligible for the booster. Roll Vote: Yes (19), No (0); Youth: Yes (2); MC.
  - B. **Resolution 2021-72 to Approve County Forest Plan** – Presentation was made by Washburn County Forest Administrator Mike Peterson. This is the second 15-year plan that he has written (this is the 6<sup>th</sup> county forest plan on record); the Forestry Committee has reviewed and approved the plan and each component has been available for public review. Washburn County

has approximately 150,000 acres of county forest with 800 miles of forest roads. Summary of the plan was given. Outside of county board amendment, this plan is set. Supv. H. Graber thanked Mike for all the work and time put into this plan while simultaneously investing efforts with the carbon project; committee spent some time reviewing this as well. Motion to approve resolution was made by Supv. S. Johnson, 2<sup>nd</sup> by Supv. M. Radzak; MC on unanimous voice vote.

- C. **Resolution 2021-73 to Approve Raising County Board Per Diems Effective with April 2022 Term** on motion by Supv. J. Smith, 2<sup>nd</sup> by Supv. L. Featherly. The last update was done in 1997. Cost will be absorbed within the county board budget. Roll Vote: Yes (16), No (3) S. Johnson, T. Kessler, S. Sather; Youth: Yes (2); MC.

10. Committee Reports – None given at this time.
11. Chair Appointments – Kirsten Dahl-Winther, MD, was appointed as Public Health Medical Advisor to take the place of retiring Bev Bohac, MD, who held this position for 35 years. Motion to approve by Supv. S. Smith, 2<sup>nd</sup> by Supv. J. Ford. MC.
12. Chair Comments – The PSC grant which Mosiac had applied for, and the county made a commitment to, was approved.
13. Possible Future Agenda Items – Next meeting is November 9<sup>th</sup> at 9:00 a.m. – daytime meeting to adopt budget. Request by Supv. C. Stariha to address policy if board members do not attend meetings.
14. Audit Per Diems on motion by Supv. D. Wilson, 2<sup>nd</sup> by Supv. C. Masterjohn; MC.
15. Adjourn at 7:00 p.m. on motion by Supv. D. Wilson, 2<sup>nd</sup> by Supv. C. Masterjohn; MC.

Copy via Email: County Clerk; Department Heads; News Media. Individuals with qualifying disabilities under the Americans with Disabilities Act, in need of accommodations, should contact the County Clerk's Office at 468-4600 at least 24 hours prior to the meeting.



RESOLUTION #

**Resolution for 2021 Tax Levy & 2022 Budget**

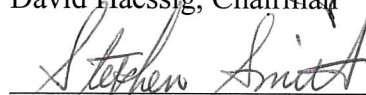
BE IT RESOLVED, by the Washburn County Board of Supervisors, in regular annual session assembled, that there be and hereby is levied against all taxable property of the County of Washburn the sum of \$11,160,154 for County purposes as specifically enumerated in the 2022 Budget.

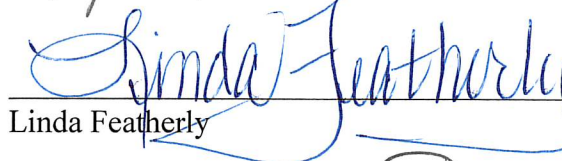
**COUNTY FISCAL IMPACT: \$11,160,154**


County mill rate: 3.717 per \$1,000.00 of equalized valuation; Equalized Value of \$3,002,427,600.

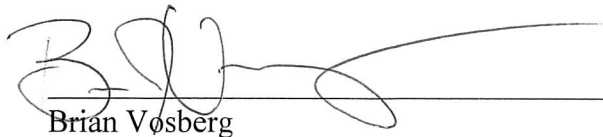
Recommended for adoption by the Washburn County Finance Committee this 7th day of October, 2021 and approved by the Washburn County Board of Supervisors this 9<sup>th</sup> day of November 2021.

  
\_\_\_\_\_  
David Haessig, Chairman

  
\_\_\_\_\_  
Stephen Smith, Vice-Chair

  
\_\_\_\_\_  
Linda Featherly

  
\_\_\_\_\_  
David Wilson

  
\_\_\_\_\_  
Brian Vossberg



**REZONING PETITIONS**

Washburn County Board of Supervisors

Rezoning petitions were filed with the Washburn County Zoning Office for changes in the Zoning districts. Notices were sent that a public hearing would be held on October 26, 2021.

The Zoning Committee did conduct the public hearings, considered the following and recommend as:

**Sarona Township: Rick Hargrave** Sarona WI. PROPERTY: Tax ID#22990, 31.77 acres, SW SE, Section 24-37-12, Town of Sarona, to rezone approximately (+-)10 acre from Agricultural to Residential Agricultural to be able to split off and build a church.

The Zoning Committee recommends APPROVAL of the request to rezone 11.77 acre of Agricultural to Residential Agricultural.

Interested persons were given the opportunity to be heard.

\_\_\_\_\_  
\_\_\_\_\_  
Dated

\_\_\_\_\_  
\_\_\_\_\_  
Jocelyn Ford, Chairman  
Washburn County Zoning Committee

Rezonepetitions102621

**AMENDATORY ORDINANCE**

**WHEREAS**, the Washburn County Board of Supervisors has heretofore been petitioned to amend the Washburn County Zoning Ordinance and Maps; and

**WHEREAS**, the rezoning petitions have been referred to the zoning district boundaries, pursuant to Wisconsin Statute Chapter 59.69, and;

**THEREFORE BE IT RESOLVED that the Washburn County Zoning Ordinance and maps, adopted in 1977** are hereby amended and designated as;

**Sarona Township: Rick Hargrave** Sarona WI. PROPERTY: Tax ID#22990, 31.77 acres, SW SE, Section 24-37-12, Town of Sarona, to rezone approximately (+-)10 acre from Agricultural to Residential Agricultural to be able to split off and build a church.

Interested persons were given the opportunity to be heard.

Supervisor \_\_\_\_\_ move to \_\_\_\_\_ rezonings,  
second by \_\_\_\_\_

Supervisor \_\_\_\_\_, motion carried.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Thomas Mackie , Chairman

Washburn County Board of Supervisors

Rezonepetitions102621

Resolution \_\_\_\_\_

Resolution Adopting a Redistricting Plan for Washburn County

“Washburn County Supervisory Districts”

**WHEREAS**, Wisconsin Statutes Sec. 59.10(3)(b) requires that following each decennial census that the County shall revise its Supervisory District Boundaries based on population change and other parameters, and

**WHEREAS**, the Board has held the required hearings and considered proposed alternative plans and concludes that the following 21 Supervisory districts, which are described on the attached maps, and meet the population requirements for representation in accordance with those Statutory requirements set forth for County Board Supervisory Districts, are as follows:

**DISTRICT 1 - *Town of Minong Ward 2 and Village of Minong***

That part of the **Town of Minong** that falls within the described boundaries: Beginning at the intersection of the N town line of the town of Minong and the south bound lane of U.S. Highway 53; thence E along the N town line to the NE corner of the town of Minong; thence S along the E town line to the SE corner of the Town of Minong; thence W along the S town line to the centerline of Brooklyn Road; thence N along the centerline of Brooklyn Road to the intersection of Shell Creek Road; thence E along the centerline of Shell Creek Road to the point where Shell Creek passes under Shell Creek Road; thence NE along the main channel of Shell Creek; thence continuing SE along the main channel of Shell Creek to the point where Shell Creek passes under U.S. Highway 53; thence NE along the centerline of the south bound lane of U.S. Highway 53 to the point of beginning. Excepting out the Village of Minong.

All of the **Village of Minong**

**DISTRICT 2 – *Town of Minong Ward 1***

That part of the **Town of Minong** that falls within the described boundaries: Beginning at the NW corner of the town of Minong at the intersection of County Line Road and Little Sand Road; thence E along the N town line to the south bound lane of U.S. Highway 53; thence SW along the centerline of the south bound lane of U.S. Highway 53 to the point where Shell Creek passes under U.S. Highway 53; thence NW along the main channel of Shell Creek; thence continuing SW along the main channel of Shell Creek to the point where Shell Creek passes under Shell Creek Road; thence W along the centerline of Shell Creek Road to the intersection of Brooklyn Road; thence S along the centerline of Brooklyn Rd to the S town line; thence W along the S town line to the W town line; thence N along the W town line to the point of beginning.

**DISTRICT 3 – *Town of Frog Creek, Town of Gull Lake and Town of Springbrook***

All of the **Town of Frog Creek**

All of the **Town of Gull Lake**

All of the **Town of Springbrook**



**DISTRICT 4** – *Town of Stinnett and Town of Bass Lake*

All of the **Town of Stinnett**

All of the **Town of Bass Lake**

**DISTRICT 5** – *Town of Chicog, Town of Casey and Town of Brooklyn Ward 1*

All of the **Town of Chicog**

All of the **Town of Casey**

That part of the **Town of Brooklyn** that falls within the described boundaries: Beginning at the intersection of the W town line of Brooklyn and Bramer Road; thence N along the W town line to the NW corner of the town of Brooklyn; thence E along the N town line to the NE corner of the town of Brooklyn; thence S along the E town line to the centerline of East Road; thence W along the centerline of East Road to the intersection of Lakeside Road; thence N along the centerline of Lakeside Road to the intersection of Palmer Drive; thence W along the centerline of Palmer Drive to the intersection of Mack Lake Road; thence SW along the centerline of Mack Lake Road to the intersection of County Highway K; thence NW along the centerline of County Highway K to the intersection of Bramer Road; thence W along the centerline of Bramer road to the point of beginning.

**DISTRICT 6** – *Town of Brooklyn Ward 2 and Town of Trego Ward 1*

That part of the **Town of Brooklyn** that falls within the described boundaries: Beginning at the intersection of the W town line of Brooklyn and Bramer Road; thence S along the W town line to the SW corner of the Town of Brooklyn; thence E along the S town line to the SE corner of the Town of Brooklyn, said corner being at the intersection of Frost Road and Say Hi Road; thence N along the E town line to East Road; thence W along the centerline of East Road to the intersection of Lakeside Road; thence N along the centerline of Lakeside Road to the intersection of Palmer Drive; thence W along the centerline of Palmer Drive to the intersection of Mack Lake Road; thence SW and W along the centerline of Mack Lake Road to the intersection of County Highway K; thence NW along the centerline of County Highway K to the intersection of Bramer Road; thence W along the centerline of Bramer road to the point of beginning.

That part of the **Town of Trego** that falls within the described boundaries: Beginning at the NW corner of the town of Trego; thence E along the N town line to the NE corner of the town of Trego, also the intersection of Frost Road and Say Hi Road; thence S along the E town line to U.S. Highway 63; thence W along the centerline of U.S. Highway 63 to the intersection of U.S. Highway 53; thence S along the centerline of the south bound lane of U.S. Highway 53 to a point 570 feet due east of the intersection of County Highway E and Leisch Road; thence W along the centerline of County Highway E to the intersection of County Highway K; thence N along the centerline of County Highway K to the intersection of Pair O Lakes Road; thence W along the centerline of Pair O Lakes Road to the W town line of Trego; thence N along the W town line to the point of beginning.

**DISTRICT 7** – *Town of Crystal and Town of Stone Lake*

All of the **Town of Crystal**

All of the **Town of Stone Lake**

**DISTRICT 8 – *Town of Evergreen Ward 2***

That part of the **Town of Evergreen** that falls within the described boundaries: Beginning at the NW corner of the town of Evergreen; thence E along the N town line to the NE corner of the town of Evergreen; thence S along the E town line to Little Valley Road; thence W along the centerline of Little Valley Road to the intersection of Crooked Road; thence W along the centerline of Crooked Road to the intersection of Dock Lake Road; thence S along the centerline of Dock Lake Road to the intersection of County Highway A; thence W along the centerline of County Highway A to the intersection of Jellen Road; thence W along the centerline of Jellen Road to the intersection of Greenfield Road; thence S along the centerline of Greenfield Road to the intersection of State Highway 70; thence W along the centerline of State Highway 70 to the W town line, also the intersection of County Line Road; thence N along the W town line to the point of beginning.

**DISTRICT 9 – *Town of Trego Ward 2 and Town of Spooner Ward 2***

That part of the **Town of Trego** that falls within the described boundaries: Beginning at the intersection of the W town line of Trego and Pair O Lakes Road; thence S along the W town line to the SW corner of the town of Trego; thence E along the S town line to the SE corner of the town of Trego; thence N along the E town line to U.S. Highway 63; thence W along the centerline of U.S. Highway 63 to the intersection of U.S. Highway 53; thence S along the centerline of the south bound lane of U.S. Highway 53 to a point 570 feet due east of the intersection of County Highway E and Leisch Road;; thence W along the centerline of County Highway E to the intersection of County Highway K; thence N along the centerline of County Highway K to the intersection of Pair O Lakes Road; thence W along the centerline of Pair O Lakes Road to the point of beginning.

That part of the **Town of Spooner** that falls within the described boundaries: Beginning at the NW corner of the Town of Spooner; thence E along the N town line to the NE corner of the Town of Spooner; thence S along the E town line to the SE corner of the Town of Spooner; thence W along the S town line to the intersection of Degenaar Drive; thence N along the centerline of Degenaar Drive approximately 1600 feet to power lines running E to W; thence W along the power lines to the centerline of Spooner Lake Road; thence N and W along the centerline of Spooner Lake Road to the intersection of County Highway H; thence N along the centerline of County Highway H to the intersection of County Highway A; thence W along the centerline of County Highway A to the intersection of Little Valley Road; thence W along the centerline of Little Valley Road to the intersection of County Highway K; thence S along the centerline of County Highway K to where County Highway K intersects the City of Spooner line; thence W along the city line until the city line intersects with the W town line of the Town of Spooner; thence N along the W town line to the point of beginning.

**DISTRICT 10 – *Town of Madge and Town of Birchwood Ward 2***

All of the **Town of Madge**

That part of the **Town of Birchwood** that falls within the described boundaries: Beginning at the NW corner of the Town of Birchwood; thence E along the N town line to the NE corner of the Town of Birchwood; thence S along the E town line to the intersection of the town line and Thayer Road; thence S and W along the centerline of Thayer Road to the intersection of County Highway T thence W and N along the centerline of County Highway T to the intersection of Peufald Road; thence W along the centerline of Peufald Road to the intersection of Stowe Road; thence N and W along the centerline of Stowe Road to the intersection of Long Lake Road; Thence S and W along the centerline of Long Lake Road to the intersection of the W town line; thence N along the W town line to the point of beginning.



**DISTRICT 11 – *Town of Bashaw Ward 1***

That part of the **Town of Bashaw** that falls within the described boundaries: Beginning at the NW corner of the Town of Bashaw; thence S along the W town line to the SW corner of the Town of Bashaw; thence E along the S town line to the intersection of Hilltop Road and Bashaw Street; thence N along the Bashaw town line to Old B Road; thence N and W along the centerline of Old B Road to the intersection of County Highway B; thence W along the centerline of County Highway B to the intersection of County Highway O; thence N along the centerline of County Highway O to the intersection of Brook Drive; thence E along the centerline of Brook Drive to the intersection of Hector Dam Road; thence N along the centerline of Hector Dam Road to the Hector Dam bridge; thence E along the main channel of the Yellow River to the bridge on Green Valley Road; thence E along the centerline of Green Valley Road to the intersection of Tozer Lake Road; thence S along the centerline of Tozer Lake Road to the centerline of Lone Star Road; thence E along the centerline of Lone Star Road to the intersection of Honey Bee Road, also the E town line; thence N along the E town line to the NE corner of the Town of Bashaw; thence W along the N town line to the point of beginning.

**DISTRICT 12 – *Town of Beaver Brook***

All of the **Town of Beaver Brook**

**DISTRICT 13 – *Town of Barronett and Town of Sarona Ward 1***

All of the **Town of Barronett**

That part of the **Town of Sarona** that falls within the described boundaries: Beginning at the NW corner of the Town of Sarona; thence S along the town line to the SW corner of the Town of Sarona; thence E along the S town line to the SE corner of the Town of Sarona; thence N along the E town line to the centerline of County Highway D; thence W along the centerline of County Highway D to the intersection of Ripley Spur Road; thence N along the centerline of Ripley Spur Road to the intersection of Frey Road; thence W along Frey Road to the overhead power line, said overhead power line is approximately 130 feet E of the intersection of Frey Road and Ripley Shores Drive; thence N along the overhead power line to the N shore of Little Ripley Lake; thence W along the N shoreline of Little Ripley Lake to the town line of Sarona; thence W along the town line to the point of beginning.

**DISTRICT 14 – *Town of Long Lake and Town of Sarona Ward 2***

All of the **Town of Long Lake**

That part of the **Town of Sarona** that falls within the described boundaries: Beginning at the intersection of the town line of Sarona and the NE shoreline of Little Ripley Lake; thence E along the N shoreline of Little Ripley Lake to the overhead power line; thence S along the overhead power line to the centerline of Frey Road; thence E along the centerline of Frey Road to the intersection of Ripley Spur Road; thence S along the centerline of Ripley Spur Road to the intersection of County Highway D; Thence E along the centerline of County Highway D to the E town line; thence N along the E town line to the NE corner of the Town of Sarona; thence W and S along the N town line to the point of beginning.



**DISTRICT 15 – *Town of Birchwood Ward 1 and Village of Birchwood***

That part of the **Town of Birchwood** that falls within the described boundaries: Beginning at the intersection of the W town line of the Town of Birchwood and Long Lake Road; thence S along the W town line to the SW corner of the Town of Birchwood; thence E along the S town line to the SE corner of the Town of Birchwood; thence N along the E town line to the intersection of the south line of the Village of Birchwood; thence west along the south line of the Village of Birchwood to the SW corner of the Village of Birchwood; thence N along the W boundary of the Village of Birchwood to the NW corner of the Village of Birchwood; thence E along the N boundary of the Village of Birchwood to the E line of the Town of Birchwood; Thence N along the E line to Thayer Road; thence S and W along the centerline of Thayer Road to the intersection of County Highway T thence W and N along the centerline of County Highway T to the intersection of Peufald Road; thence W along the centerline of Peufald Road to the intersection of Stowe Road; thence N and W along the centerline of Stowe Road to the intersection of Long Lake Road; Thence S and W along the centerline of Long Lake Road to the point of beginning.

All of the **Village of Birchwood**

**DISTRICT 16 – *City of Spooner Ward 2***

That part of the **City of Spooner** that falls within the described boundaries: Beginning at the W ¼ corner of Section 30 of Township 39 Range 12W; thence E along the city limits to the center of said Section 30; thence N following the city limits to County Highway A; thence E along the city limits approximately 1895 feet; thence south along the city limits approximately 1310 feet; thence E along the city limits to the intersection of Scribner Street (County Highway K); thence S along the city limits approximately 825 feet; thence E along the city limits approximately 360 feet; thence S along the city limits approximately 350 feet; thence W along the city limits approximately 100 feet; thence S along the city limits to the intersection of Division Street; thence E along the city limits approximately 530 feet; thence N along the city limits approximately 480 feet; thence E along the city limits to the W ROW of U.S. Highway 63; thence southwesterly along the W ROW of U.S. Highway 63 approximately 515 feet; thence E along the city limits to the intersection of N Front Street; thence S along the centerline of N Front Street to the intersection of Cedar Street; thence W along the centerline of Cedar Street to the intersection of N Summit Street; thence N along the centerline of N Summit Street to the intersection of W Hazel Street; thence W along the centerline of W Hazel Street to the intersection of Scribner Street; thence N along the centerline of Scribner Street to the intersection of Smith Street; thence W along the centerline of Smith Street to the intersection of Franklin Street; thence S along the centerline of Franklin Street to the intersection of Rusk Street; thence W along the centerline of Rusk Street to the intersection of Myra Street; thence S along the centerline of Myra Street to the intersection of Elm Street; thence W along the centerline of Elm Street to the intersection of Rocky Ridge Road thence W to the W city limits; thence N along the city limits to the point of beginning.

**DISTRICT 17 – *Town of Spooner Ward 1 and City of Spooner Ward 1***

That part of the **Town of Spooner** that falls within the described boundaries: Beginning at the intersection of County Highway K and Little Valley Road; thence S along the centerline of County Highway K to where County Highway K intersects the City of Spooner line; thence following the city line to where the city line intersects the S town line of the Town of Spooner; thence E along the S town line to the intersection of Degenaar Drive; thence N along the centerline of Degenaar Drive approximately

the centerline of State Highway 70 to the intersection of Greenfield Road; thence N along the centerline of Greenfield Road to the intersection of Jellen Road; thence E along the centerline of Jellen Road to the intersection of County Highway A; thence E along the centerline of County Highway A to the intersection of Dock Lake Road; thence N along the centerline of Dock Lake Road to the intersection of Crooked Road; thence E along the centerline of Crooked Road to the intersection of Little Valley Road; thence E along the centerline of Little Valley Road to the point of beginning.

That part of the **City of Spooner** that falls within the described boundaries: beginning at the intersection of W Maple Street (State Highway 70) and the W city limits; thence E along the S ROW of W Maple Street (State Highway 70) to the W section ¼ corner of Section 31; thence S along the city limits to the main channel of the Yellow River; thence southwesterly along the main channel of the yellow river approximately 2950 feet; thence continuing W along the city limits approximately 2100 feet; thence S along the city limits to the town line of the Town of Bashaw; thence E to the S section ¼ corner of Section 36; thence southeasterly along the city limits to the town line of the Town of Beaver Brook; thence N along the city limits to the SW corner of Section 31; thence E along the city limits to the E ROW of S River Street (U.S. Highway 63); thence S along the E ROW of S River Street (U.S. Highway 63) approximately 1920 feet; thence E along the city limits approximately 325 feet; thence S along the city limits approximately 70 feet; thence E along the city limits approximately 890 feet; thence N along the city limits to the S line of Section 31; thence E along the city limits to the S ¼ corner of Section 32; thence N along the city limits approximately 1630 feet to the main channel of the Yellow River Flowage; thence W along the main channel of the Yellow River Flowage to the intersection with the bridge on S River Street (U.S. Highway 63); thence N along the centerline of S River Street (U.S. Highway 63) to the intersection of W Maple Street; thence W along the centerline of W Maple Street (State Highway 70) to the point of beginning.

**DISTRICT 20** – *Town of Bashaw Ward 2 and City of Shell Lake Ward 1*

That part of the **Town of Bashaw** that falls within the described boundaries: Beginning at the intersection of Old B Road and the town line of Bashaw; thence N and W along the centerline of Old B Road to the intersection of County Highway B; thence W along the centerline of County Highway B to the intersection of County Highway O; thence N along the centerline of County Highway O to the intersection of Brook Drive; thence E along the centerline of Brook Drive to the intersection of Hector Dam Road; thence N along the centerline of Hector Dam Road to the Hector Dam bridge; thence E along the main channel of the Yellow River to the bridge on Green Valley Road; thence E along the centerline of Green Valley Road to the intersection of Tozer Lake Road; thence S along the centerline of Tozer Lake Road to the centerline of Lone Star Road; thence E along the centerline of Lone Star Road to the intersection of Honey Bee Road, also the E town line; thence S along the town line to the N boundary line of the city of Shell Lake; thence W and S along the town/city boundary line to the point of beginning.

That part of the **City of Shell Lake** that falls within the described boundaries: Beginning at the NW corner of the City of Shell Lake; thence S along the W city line to the intersection of the W city line and Old B Road; thence E along the centerline of Old B Road to the intersection of W County Highway B/6<sup>th</sup> Avenue; thence S and E along the centerline of W County Highway B/6<sup>th</sup> Avenue to the intersection of U.S. Highway 63; thence SW along the centerline of U.S. Highway 63 to the intersection of 5<sup>th</sup> Avenue; thence E approximately 189 feet; thence SW to the centerline of W Lake Drive; thence SW along the



centerline of W Lake Drive to the intersection of the public boat landing; thence E along the centerline of the public boat landing to the shore of Shell Lake; thence N and E along the shoreline of Shell Lake to the centerline of the extension of Lake Drive Spur; thence N along the centerline of Lake Drive Spur to East Lake Drive; thence E and S along the centerline of E Lake Drive to the intersection of Lilja Avenue; thence E along the centerline of Lilja Avenue to the E city line; thence N along the E city line to the NE corner of the City of Shell Lake; thence W along the N city line to the point of beginning.

**DISTRICT 21** – *City of Shell Lake Ward 2*

That part of the **City of Shell Lake** that falls within the described boundaries: Beginning at the intersection of the W city line of the City of Shell Lake and Old B Road; thence E along the centerline of Old B Road to the intersection of W County Highway B (6<sup>th</sup> Avenue); thence S and E along the centerline of W County Highway B (6<sup>th</sup> Avenue) to the intersection of U.S. Highway 63; thence SW along the centerline of U.S. Highway 63 to the intersection of 5<sup>th</sup> Avenue; thence E approximately 189 feet; thence SW to the centerline of W Lake Drive; thence SW along the centerline of W Lake Drive to the intersection of the public boat landing; thence E along the centerline of the public boat landing to the shore of Shell Lake; thence N and E along the shoreline of Shell Lake to the extension of Lake Drive; thence N along the centerline of Lake Drive Spur to East Lake Drive; thence E and S along the centerline of E Lake Drive to the intersection of Lilja Avenue; thence E along the centerline of Lilja Avenue to the E city line; thence S along the E city line to the SE corner of the City of Shell Lake; thence W along the S city line to the SW corner of the City of Shell Lake; thence N along the W city line to the point of beginning.

**THEREFORE, BE IT RESOLVED** that the described redistricting plan and attached map entitled “Washburn County Supervisory Districts” be adopted.

Fiscal Impact – none

Submitted for adoption by the Executive Committee and Passed/Defeated by a vote of \_\_\_\_\_ to \_\_\_\_\_ by the Washburn County Board of Supervisors this 9<sup>th</sup> day of November, 2021.

\_\_\_\_\_  
Thomas J. Mackie, Chair

\_\_\_\_\_  
David Wilson, 1<sup>st</sup> Vice Chair

\_\_\_\_\_  
Linda Featherly, 2<sup>nd</sup> Vice Chair

\_\_\_\_\_  
David Haessig, Member

\_\_\_\_\_  
Hank Graber, Member



## Northern Waters Library Service 2022 Washburn County Library Service Agreement

This Agreement is made by and between the Northern Waters Library Service, hereinafter called NWLS, headquartered in Ashland, Wisconsin, and the Washburn County Board of Supervisors, hereinafter called the County Board, located in Shell Lake, Wisconsin.

WHEREAS, NWLS has complied with the requirements of Chapter 43 of the WISCONSIN STATUTES to establish and maintain a federated public library system and to provide and coordinate library services for the libraries and residents of Ashland, Bayfield, Burnett, Douglas, Iron, Sawyer, Vilas, and Washburn counties in Wisconsin;

NOW THEREFORE, the County Board agrees to comply with the requirements of Chapter 43 of the WISCONSIN STATUTES for participation in a federated public library system, which include;

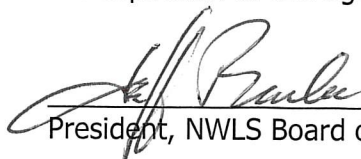
1. To adopt and maintain a county plan for library service, [Wisconsin Statutes s.43.15(4)(b)(1)]
2. To provide for funding of the county plan for library service, [Wisconsin Statute 43.15(4)(b)(2)]
3. To enter into a written agreement with the public library system board to participate in the system and its activities and to furnish library services to residents of those municipalities in the county not maintaining a public library. [Wisconsin Statute 43.15(4)(b)(3)]

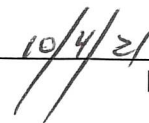
NOW FURTHERMORE, NWLS agrees to provide library system services in Washburn County as follows.

1. To provide mail-a-book service on behalf of the County Board from NWLS Headquarters to all residents of Washburn County living 15 miles or more from a public library and to those who are homebound. This service includes access to NWLS staff via a toll-free phone line as well as book return boxes in remote locations.
2. To provide a program of delivery to complement resource sharing among all NWLS counties.
3. To provide access to the NWLS area-wide database via the web to all residents of Washburn County
4. To provide collection development grants for Libraries as reimbursement for circulation to residents living within the NWLS area but outside of the Library's county according to Wisconsin Act 150, and for meeting appropriate state library standards.
5. To plan for the future of library services within the county with the public libraries, county board, special groups and library patrons. To promote library services area-wide and to seek alternative funding for improved library services.

NOW FURTHERMORE, the County Board agrees to participate in the Northern Waters Library Service and pay NWLS a county library service fee of \$23,798.92 on or before February 28, 2022.

The term of this agreement is one year, beginning January 1, 2022. Not later than 90 days before the expiration of this agreement both parties shall enter into good faith negotiations for its renewal.

  
\_\_\_\_\_  
President, NWLS Board of Trustees

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman, Washburn County Board of Supervisors

\_\_\_\_\_  
Date

RESOLUTION # \_\_\_\_\_

**RESOLUTION TO APPROVE UPDATE TO EMPLOYEE HANDBOOK POLICY 3.5 B – VACATION – JAILERS/DISPATCHERS**

**WHEREAS**, from time to time County policies need to be revised and updated to ensure currency with law, language updates, and effective recruitment and retention practices, and

**WHEREAS**, current policy for the non-represented Jailers/Dispatchers indicates that no vacation time is available to be used during the first year of employment; and,

**WHEREAS**, current policy also indicates that vacation is earned at the start of two, five, ten, twenty-two and twenty-five years; and,

**WHEREAS**, changes being requested are:

- 1) Accrue vacation bi-weekly the first year with availability for use after three months.
- 2) Change accrual of time at ten years to 183.75 hours (increase of 12.25 hours).
- 3) Move accrual from twenty-two years to fifteen years.
- 4) Move accrual from twenty-five years to twenty years; and,

**WHEREAS**, the entire revised wording is as indicated in the attached.

**THEREFORE, BE IT RESOLVED**, that the Washburn County Board of Supervisors hereby approve the language change for the 3.5 B Vacation – Jailers/Dispatchers policy as reflected in the attached, to be effective January 1, 2022.

**FISCAL IMPACT: Approximately \$2200**

Recommended for adoption by the Personnel Committee at their November 4, 2021 meeting and approved by the Washburn County Board of Supervisors this 9<sup>th</sup> day of November, 2021.

\_\_\_\_\_  
Dave Wilson, Chair

\_\_\_\_\_  
Hank Graber, Vice Chair

\_\_\_\_\_  
Mark Radzak, Member

\_\_\_\_\_  
Jocelyn Ford, Member

\_\_\_\_\_  
Linda Featherly, Member

## A. Jailers/Dispatchers

Jailers/Dispatchers shall earn ~~and receive annual~~ paid vacations ~~time~~ at their respective classified rate of pay ~~once each year on their anniversary date~~ in accordance with the schedule listed below.

1. From the start of the employees' first year of service, he/she shall earn, ~~but not take~~ 61.25 hours of vacation time. ~~Thereafter, all vacations will be taken on an anniversary year basis.~~
  2. From the start of two (2) years – 98 hours of vacation with pay;
  3. From the start of five (5) years – 147 hours of vacation with pay;
  4. From the start of ten (10) years – ~~171.5~~ 183.75 hours of vacation with pay;
  5. From the start of ~~twenty-two (22)~~ fifteen (15) years – 196.0 hours of vacation with pay;
  6. From the start of ~~twenty-five (25)~~ twenty (20) years – 208.25 hours of vacation with pay;
- Jailer/dispatcher's vacation time will accrue each bi-weekly pay period during the first year of employment, and will be reflected on the employee's bi-weekly paycheck stub. Thereafter, Jailers/dispatchers shall receive annual vacation time once each year on an anniversary year basis.
  - Jailers/dispatchers may use vacation time after ~~one year~~ the first three (3) months of employment.
  - Jailers/dispatchers will have a payout of their unused vacation balance at the end of their anniversary year.
  - Upon termination of employment, all vacation periods for the current year of service will be prorated to the day of termination for pay purposes. Any unearned vacation that has been used shall be recovered by the County through payroll deduction and/or direct payment by the employee to the County.



RESOLUTION # \_\_\_\_\_

**RESOLUTION TO APPROVE UPDATE TO EMPLOYEE HANDBOOK POLICY 3.7  
BEREAVEMENT PAY**

**WHEREAS**, from time to time County policies need to be revised and updated to ensure currency with law, language updates, and effective recruitment and retention practices, and

**WHEREAS**, current policy for Funeral Pay is at a maximum of three (3) days; and,

**WHEREAS**, the policy change would be to incorporate actual bereavement time with the allowance for funeral pay.

**WHEREAS**, changes being requested include:

- 1) Inclusion of a life-partner;
- 2) Increasing the amount paid from 3 days to one week;
- 3) Including a discretionary second week as being paid;
- 4) Allowing any accrued time for sick, vacation or comp time to be used after the second week.

**WHEREAS**, these changes are fully indicated on the attached.

**THEREFORE, BE IT RESOLVED**, that the Washburn County Board of Supervisors hereby approve the language change for the 3.7 Bereavement Pay policy as reflected in the attached and for the effective date to be retroactive to October 1, 2021.

**FISCAL IMPACT: TBD, covered under budgeted benefits**

Recommended for adoption by the Personnel Committee at their November 4, 2021 meeting and approved by the Washburn County Board of Supervisors this 9<sup>th</sup> day of November, 2021.

\_\_\_\_\_  
Dave Wilson, Chair

\_\_\_\_\_  
Hank Graber, Vice Chair

\_\_\_\_\_  
Mark Radzak, Member

\_\_\_\_\_  
Jocelyn Ford, Member

\_\_\_\_\_  
Linda Featherly, Member

### 3.7 BEREAVEMENT PAY

Employees shall be entitled to ~~Funeral~~ Bereavement pay in the event of death in the employee's immediate family. Immediate family shall include spouse/life-partner, ~~husband, wife~~, children including current stepchildren, parents including stepparents, ~~mother, father~~, siblings, ~~brother, sister~~, in-laws to include mother/father/brother/sister, ~~mother-in-law, father-in-law, brother-in-law, sister-in-law~~, grandparents and grandchildren ~~and current stepchildren, and stepparents~~. Said leave shall be for a ~~maximum~~ period of one week ~~three (3) days~~ per incident and ~~Funeral pay hours~~ shall be paid at the employee's regular scheduled hours worked. One additional paid week may be available, based on a case by case basis upon recommendation by the Department Head and approved by HR. Accrued time (sick, vacation, comp time) is allowed to be used after the second week, if necessary and approved. Represented groups follow the bereavement provision in their contracts.

RESOLUTION # \_\_\_\_\_

**RESOLUTION FOR UNIT ON AGING TO ACCEPT THE NEXTFIFTY INITIATIVE GRANT AND INCREASE THE 2021 UNIT ON AGING BUDGET TO BE USED FOR RENOVATIONS TO THE ANNEX BUILDING WITH THE INTENT IT BECOMES THE SPOONER SENIOR CENTER**

WHEREAS, the NextFifty Initiative is a Colorado-based private foundation dedicated to funding mission-driven initiatives that improve the lives of the older adult population and their caregivers. They seek to fund game-changing efforts to improve and sustain the quality of life for people in their second fifty years. NextFifty Initiative considers themselves an engine for innovation that transforms aging. Their website states, “their work will impact lives for generations to come”; and

WHEREAS, the Unit on Aging applied for and was awarded the NextFifty Initiative Grant to be used for renovations to the Annex Building with the intent it becomes the new Spooner Senior Center; and

WHEREAS, the total NextFifty Initiative Grant amount awarded was \$100,000; and

WHEREAS, the grant was not previously budgeted in the 2021 Unit on Aging budget; and

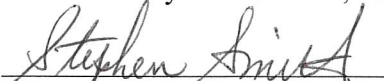
THEREFORE, BE IT RESOLVED, that Washburn County Aging and Disability Services Committee recommends to accept the NextFifty Initiative grant and increase the 2021 Unit on Aging budget in the amount of \$100,000 to be used for the renovations to the Annex Building with the intent it becomes the new Spooner Senior Center.

THEREFORE BE IT FURTHER RESOLVED, that the Washburn County Board of Supervisors approve to accept the NextFifty Initiative grant and increase the 2021 Unit on Aging budget in the amount of \$100,000 to be used for the renovations to the Annex Building with the intent it becomes the new Spooner Senior Center using a newly created business unit for the purpose of this project.

**FISCAL IMPACT: \$100,000.00**


Recommended for adoption by the Washburn County Public Property Committee this 28th day of October, 2021, Washburn County Finance Committee this 4th day of November, 2021 and approved by the Washburn County Board of Supervisors this 9th day of November, 2021.

  
David Haessig, Chair

  
Stephen Smith, Vice-Chair

  
Linda Featherly, Member

  
Dave Wilson, Member

  
Brian Vosberg, Member



**RESOLUTION # \_\_\_\_\_**

**RESOLUTION TO TRANSFER FUNDS FROM THE SOLID WASTE FUND  
TO THE RECYCLING FUND**

WHEREAS, Washburn County receives tipping fee revenue quarterly from Republic Services for the operation of the landfill located in the Town of Sarona; and

WHEREAS, a portion of the fees is allocated to the Solid Waste Fund to be used as the Local Monitoring Committee, Town of Sarona, and Washburn County determine. The fund has an accumulated fund balance of \$211,530.37 as of December 31, 2020; and

WHEREAS, the Local Monitoring Committee and the Town of Sarona recommend reducing the fund balance down to \$150,000 with the pay down to be split between the Town of Sarona and Washburn County per the percentages identified in the Agreement-Disposal Fee Disposition (47.1% Sarona & 52.9% County) dated December 20, 2005; and

WHEREAS, \$61,530.00 of the accumulated fund balance of \$211,530.37 as of December 31, 2020 is to be split 47.1% to Sarona and 52.9% to the County,

WHEREAS, Washburn County passed resolution #15-02, *Resolution to Formally Commit Specific revenue Sources and Establish Specific Uses of Those Resources*, which requires formal governance action to transfer funds from Special Revenue Funds; and

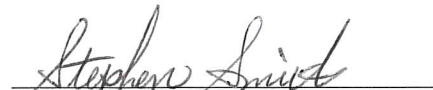
WHEREAS, the Washburn County Finance Committee recommends transferring the county portion of the fund balance pay down to the Recycling Fund.

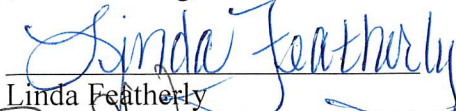
THEREFORE BE IT RESOLVED that \$28,981 is paid to the Town of Sarona and Washburn County according to the percentages previously used and the County portion of \$32,549 is transferred to the Recycling Fund.

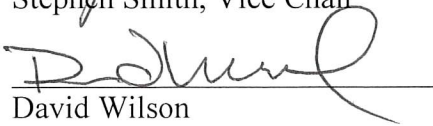
**FISCAL IMPACT: Transfer of Funds - \$32,549  
Paid to Town of Sarona \$28,981**


Recommended for adoption by the Washburn County Solid Waste Committee & the Finance Committee this 4<sup>th</sup> day of November 2021 and approved by the Washburn County Board of Supervisors this 9<sup>th</sup> day of November 2021.

  
\_\_\_\_\_  
David Haessig, Chair

  
\_\_\_\_\_  
Stephen Smith, Vice Chair

  
\_\_\_\_\_  
Linda Featherly

  
\_\_\_\_\_  
David Wilson

  
\_\_\_\_\_  
Brian Vosberg

RESOLUTION # \_\_\_\_\_

**RESOLUTION TO INCREASE THE 2021 UNIT ON AGING DEPARTMENT BUDGET  
– ENBRIDGE FUELING FUTURES GRANT**

WHEREAS, the Unit on Aging applied for and was awarded the Enbridge Fueling Futures Grant; and

WHEREAS, the total Enbridge Fueling Futures amount awarded was \$10,000.00; and

WHEREAS, the grant was not previously budgeted in the 2021 Unit on Aging budget; and

THEREFORE, BE IT RESOLVED, the Washburn County Aging and Disability Services Committee recommends to increase the 2021 Unit on Aging budget in the amount of \$10,000.00.

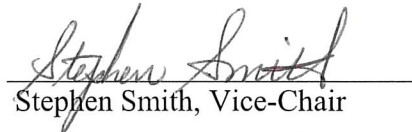
THEREFORE, BE IT FURTHER RESOLVED; that the 2021 Unit on Aging budget shall be increased \$10,000.00 for the Enbridge Fueling Futures Grant using the revenue account 240.62160.43805 and the expense account 240.62160.50810.

**FISCAL IMPACT: \$10,000.00**

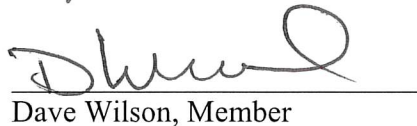
Recommended for adoption by the Washburn County Finance Committee

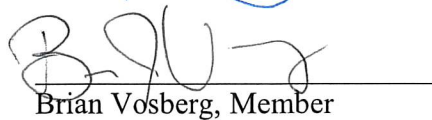
this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

  
David Haessig, Chair

  
Stephen Smith, Vice-Chair

  
Linda Featherly, Member

  
Dave Wilson, Member

  
Brian Vosberg, Member

RESOLUTION # \_\_\_\_\_

**RESOLUTION TO INCREASE 2021 DEVELOPMENT FUND BUDGET  
DUE TO THE TID CLOSURE OF THE CITY OF SHELL LAKE**

WHEREAS, the additional funds of \$159,663.13 was received on 10/25/21 for the closing of a tax incremental district, City of Shell Lake, and were not budgeted in the 2021 budget; and

WHEREAS, a discussion took place at the Finance Committee meeting on November 4, 2021 to decide where to receipt those funds, and which budget to increase; and

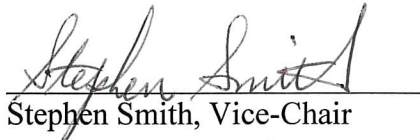
WHEREAS, the recommendation from Finance Committee was to deposit those funds into the Development fund, as that fund is to be utilized to fund economic development programs in the 2022 budget for EDC and Tourism; and

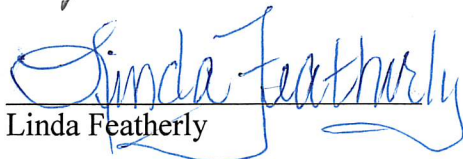
THEREFORE, BE IT RESOLVED, that the funds of \$159,663.13 be receipted into account 288.56705-48901.exempt for the continued use and purpose of the Development Fund which is to support Washburn County's economic and environmental projects for today and for the future.

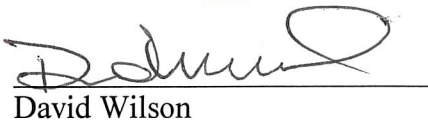
**FISCAL IMPACT: \$159,663.13**

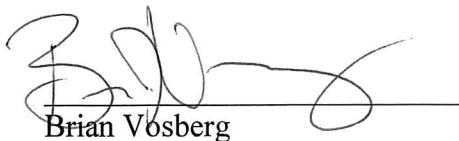
Recommended for adoption by the Washburn County Finance Committee this 4<sup>th</sup> day of November, 2021 and approved by the Washburn County Board of Supervisors this 9<sup>th</sup> day of November, 2021.

  
David Haessig, Chair

  
Stephen Smith, Vice-Chair

  
Linda Featherly

  
David Wilson

  
Brian Vosberg



Resolution No. \_\_\_\_\_

**2022 County Forest Work Plan**

WHEREAS, Counties having lands entered as “County Forest Lands” under the provisions of S.S. 28.11 (5m) of the Wisconsin Statutes, may annually receive from the state a grant of up to 50% of the County Forest Administrator’s wage and fringe and reimbursement of portion of certain membership dues, and

WHEREAS, an annual county forest work plan must be approved by and on file with the Wisconsin Department of Natural Resources in order to qualify for the County Forest Administrator Grants, and

WHEREAS, the 2022 Annual Work Plan has been presented to the Washburn County Board of Supervisors.

THEREFORE, BE IT RESOLVED, that we the Washburn County Board of Supervisors hereby approve the 2022 Annual Work Plan and participation in the County Forest Administrator Grant program.

Submitted for adoption this 9th day of November, 2021 by:

Forestry, Parks & Recreation Committee:

FISCAL IMPACT \$64,000.00

\_\_\_\_\_  
Sandy Johnson, Chair

Motion for adoption by:  
Supervisor \_\_\_\_\_

\_\_\_\_\_  
Hank Graber, Vice Chair

\_\_\_\_\_  
Jerry Smith

Seconded by:  
Supervisor \_\_\_\_\_

\_\_\_\_\_  
Mark Radzak

Ayes \_\_\_\_\_, Noes \_\_\_\_\_, Absent \_\_\_\_\_

\_\_\_\_\_  
Paul Johnson

I, Lolita Olson, County Clerk, do hereby certify that the Foregoing is a true and correct copy of a resolution adopted by the Washburn County Board of Supervisors at its meeting held on November 9th, 2021.

\_\_\_\_\_  
Lolita Olson, County Clerk

# WASHBURN COUNTY FOREST

## ANNUAL WORK PLAN 2022

TO: THE HONORABLE WASHBURN COUNTY BOARD OF SUPERVISORS

Following is the proposed Washburn County Forest work plan for the year 2022. The plan gives direction and meaning to the proposed County Forest budget. The plan further defines and supplements the County Forest Comprehensive Land Use Plan and emphasizes the current needs of the County Forest and recreational system.

### I. FOREST MANAGEMENT / SILVICULTURE

#### A. TIMBER SALES

Timber harvests are not only important for the economic well being of Washburn County, but also for the health and vigor of the forest. This includes all aspects of the forest including wildlife, watershed protection, air quality, recreation, and many other noncommercial values. Professional implementation of proper forest management and harvest techniques is essential. The timber management goal is to produce sustained yields of forest products by scheduling timber sales as close as possible to achieve the average annual allowable cut. Compartment reconnaissance information from the Wisconsin Forest Reconnaissance System (WisFIRS) will be used to determine stands where timber cutting is needed. Washburn County Forest plans to offer for sale approximately 2,935 acres of new timber sales (excluding salvage operations due to unknown occurrences and re-advertising of defaulted timber sale contracts) in the following timber types in 2022.\*

	<i>Annual Goal</i>	<i>Carry Over</i>	<i>Total</i>
Aspen	900 acres	0 acres	<u>900 acres</u>
Jack Pine	150 acres	115 acres	<u>265 acres</u>
Red Pine	400 acres	-47 acres	<u>353 acres</u>
Red Pine – Regeneration	50 acres	17 acres	<u>67 acres</u>
Northern Hardwoods	450 acres	13 acres	<u>469 acres</u>
Northern Hardwoods – Regeneration	50 acres	11 acres	<u>61 acres</u>
Red Oak	600 acres	2 acres	<u>602 acres</u>
Red Oak – Regeneration	50 acres	-112 acres	<u>-62 acres</u>
White Spruce & Balsam Fir	80 acres	0 acres	<u>80 acres</u>
Swamp Hardwood	100 acres	0 acres	<u>100 acres</u>
White Birch	50 acres	0 acres	<u>50 acres</u>
Other	50 acres	0 acres	<u>50 acres</u>

\* Timber sale establishment will exceed these acreages in order to build a timber sale “bank”

## B. REFORESTATION

1. As markets permit, attempt to sell jack pine sales associated with the 1980 Oak Lake Fire. As part of this, look for opportunities to post sale scarify approximately 50 acres of jack pine to promote regeneration.
2. Evaluate jack pine regeneration sites. Supplemental seed up to 50 acres as necessary.
3. There will be 113 acres of red pine rotations sites ready to be replanted. Contract these areas for chemical and mechanical site preparation. These sites are to be planted in 2023.
4. Evaluate oak regeneration sites and conduct prescribed burns, as weather permits, on approximately 50 acres to release young oak from competition.

## C. TIMBER STAND IMPROVEMENT

1. Depending on the availability of the Gordon Prison Crew, release up to 50 acres of young red pine plantation by hand cutting competing vegetation.
2. Evaluate northern hardwood sites for regeneration issues and mow up to 50 acres to reduce ironwood competition and promote hardwood regeneration.
3. Contract 40 acres of chemical release within young red pine plantations.

## D. HABITAT/ECOSYSTEM PROJECTS

1. Continue efforts to establish difficult to regenerate forest types. Focus on regenerating jack pine, white birch, balsam, red oak, and other intolerant timber types, through planting, scarification, prescribed burning, and other silvicultural harvest methods. These forest types are declining across the region and a focused effort to retain them on the County Forest is important.
2. Attempt to increase levels of prescribed burning, with a focus on releasing oak seedlings from competition on oak regeneration sites.
3. Continue to finalize, modify and adapt the northern hardwood management matrix to aid in decisions on silvicultural prescriptions on sites where traditional methods have failed. Establish even aged harvests, in conjunction with site preparation where necessary, to regenerate hardwood on sites with poor quality timber.
4. Continue evaluating older red pine plantation growth rates and thinning response. Conduct final harvest on those older plantations where growth does not exceed mortality. Target these areas for site preparation and replanting after harvests are complete.
5. Refine annual allowable harvest projections for northern hardwood and red pine sites to adjust for even aged management and site regenerations.
6. Maintain procedure for entering aspen stands with second rotation harvest as part of annual allowable allotment for the species.

## II. FOREST RESOURCE PROTECTION

### A. FOREST FIRE PROTECTION

1. Maintain and improve fire lane system (gas tax roads)
2. Conduct annual partnership meetings to evaluate planning and operations
3. Consult with DNR during periods of high fire danger in order to modify timber sale activity during certain periods to reduce risk of ignition.
4. Support DNR wildfire suppression efforts where needed and in accordance with the Fire Control MOU. Assistance will be focused primarily on protecting Washburn County Forest, and adjacent resources, with a secondary goal of providing assistance to other lands within the County. Staff resources will be allocated outside of the County only in cases of large project fires or in support of suppression on neighboring County Forest.
5. Continue focus of using Forestry Technicians as heavy equipment operators within DNR fire suppression operations.
6. Continue spring ATV closure

### B. INSECTS AND DISEASE



#### 1. Oak Wilt

- Contract with DNR to conduct monitoring flights at least once during late summer to attempt to detect new oak wilt infestations. Consider multiple flights as needed to provide coverage over all oak resources on the County Forest.
- Aggressively treat any infestations with “frill/girdle” method using chemical and subsequent removal of infected trees and healthy trees within the buffer zone.
- Document all chemical application for compliance with certification.
- Continue to assist private landowners, where practical, in treating and removing oak wilt infections that have the potential to impact County Forest. As oak wilt continues to move across the county, efforts should be focused on lands directly adjacent to county forest.
- Aerial surveys in 2021 resulted in widespread suspected oak wilt infections across the central and southern portions of the forest. While the areas showed classic oak wilt symptoms, lab testing show mixed results. Evaluate these areas to monitor for oak wilt spread and document observed symptoms versus lab results.

#### 2. Emerald Ash Borer

- Attempt to increase levels of black ash management as markets and weather conditions dictate. Focus on trying to convert primary stand types to swamp hardwood species other than ash.
- Work to include white ash as a high priority of removal when managing northern hardwood stands. The goal is not to remove all ash, but rather pre-salvage as many high value trees as possible. Retain pole timber and small sawlog sized ash that are of good quality and vigorous in a way that are scattered across the stand.
- Monitor for possible infestations.

#### 3. Other – continue to monitor for jack pine budworm, two-lined chestnut borer, and other potential pathogens and evaluate for management response.

### C. INVASIVE SPECIES

#### 1. Buckthorn

- Continue to look for buckthorn infestations
- Aggressively treat smaller patches, with internal staff using hand sprayers
- Staff will carry chemical and sprayers in their vehicles during the time of year when basal stem treatment is effective and spot treat scattered patches/individuals when they are found.
- The location and boundaries of larger patches will be submitted to the Forest Administrator for consideration of contract applications.
- Continue to search for outside funding sources.

#### 2. Honeysuckle – scattered patches are present and they will be treated in a similar manner as buckthorn.

#### 3. Garlic mustard – there are no known infestations but monitoring will continue.

#### 4. Document all chemical applications for compliance with forest certification

## III. RECREATION

### A. PARKS AND CAMPGROUNDS

#### 1. Totogatic Park

- Complete any remaining construction components of the park expansion project, including boat launch parking area
- Continue to fine tune the newly upgraded reservation system.
- Adapt registration policies and registration booth to reflect new reservation policies.
- Improve customer outreach to inform users of new policies.
- Upgrade electrical service in the southeast portion of the park.
- Continue to allocate time from the Natural Resources Technician position during summer camping season to assist with parks operation and maintenance.

- Recruit and train the new Campground Manager position.
  - Restructure Assistant Recreation Administrator's position/time to focus on management of the recreation program year round instead of operational management of Totogatic Park during summer months.
2. Sawmill Park
    - Replace/repair broken hand pumps
    - Seek funding sources to replace pavilion
    - Seek funding sources to replace dock system
    - Continue to operate and maintain facility
  3. Leisure Lake Youth Camp
    - Work with DATCAP to secure an appropriate license for facility operation.
    - Begin facility improvements based on plans developed in 2021
    - Continue facility closure until license is secured and renovations completed.
    - Continue to operate and maintain facility
  4. Dugan and Harmon Equestrian Campsites
    - Evaluate Harmon Lake for sanitary dump station
    - Repair electrical service at Harmon
    - Consider eliminating camping at the Dugan Run facility and converting to day-use only.
    - Continue to monitor use by campers not associated with horse trail riding and consider additional restrictions as need arises.

## B. MOTORIZED RECREATION TRAILS

1. Snowmobile Trail System
  - Continue to maintain snow trails program using maintenance grant program,
  - Apply for grant funding for any necessary bridge repairs/replacements and other trail improvements
  - Continue evaluating all bridges within the system with a goal of upgrading older bridges with engineer designed bridges.
2. ATV Trail System
  - Continue to operate and maintain the official ATV/UTV trail system using maintenance grant programs.
  - Continue to operate and maintain bathroom and parking facilities at Trego, Sarona, Berry Road, and Hall Road.
  - Grade the entire trail system at least once during the season with County staff and equipment, including those sections of County Forest Roads that are trail connectors.
  - Re-deck the Hay Creek Bridge if treated timber materials are readily available and at a reasonable cost.
  - Construct the Casey Loop Rest Area project
  - Complete remaining trail rehabilitation work on Trail 39N and Stony Brook Trail east using grant funding
  - Install new bypass gates using awarded grant funds.
  - Apply for grant funding for any necessary bridge repairs/replacements and other trail improvements
  - Continue evaluating all bridges within the system with a goal of upgrading older bridges with engineer designed bridges.
  - Continue to work legislatively to push DNR to resume the state ATV/UTV trail standards project.
  - Continue to work legislatively to resolve conflicting program goals on trail rehabilitation and development standards that exist between county forest trail managers and the Off-Road Vehicle Advisory Council. The moratorium on new trail miles shall remain in place until a more collaborative relationship can be established.



- Participate in legislative efforts to increase maintenance funding to help accommodate the influx of larger UTV's
- Participate in legislative efforts to increase funding into ATV trail enforcement aids
- Participate in legislative efforts to prevent increasing statutory width definitions of UTV's
- Make efforts to resolve the statutory issues with the proximity of the Tuscobia Trail to State Highway 48. If this issue is resolved, the option of the county acquiring an easement from DNR to operate and maintain that portion of the Tuscobia Trail in Washburn County should be revisited.

#### C. NON-MOTORIZED RECREATION TRAILS

##### 1. Ski Trails

- Look for opportunities to recruit volunteer labor, likely through the formation of a local club, to assist with trail maintenance.
- Continue to groom and maintain trails.

##### 2. Wildcat Bike Trails

- Continue to facilitate local volunteer efforts to operate and maintain trail. Look for specific opportunities to partner with and assist the newly formed Rails on Trails club.
- Apply for DOT directional signage on Highway 70
- Plan for adding a bathroom, shelter and other amenities at the trailhead if funding is available.
- Continue to push DNR for approval of the bike trail proposal running adjacent to the Wild River Trail from Spooner to the Beaverbrook ATV trail. Assist the club in construction efforts where needed.

##### 3. Dugan Run Horse Trails

- Look for opportunities to recruit volunteer labor, likely through the formation of a local club, to assist with trail maintenance.
- Evaluate usage to determine feasibility of long term operations
- Mow trail system annually in late summer or early fall.
- Monitor trail areas for invasive species

##### 4. Ice Age Trail – Continue to work with statewide Ice Age Trail representatives to develop long range plans for the trail connection.

#### D. OTHER RECREATION

1. Continue to operate and maintain Minong Rifle Range
2. Seek funding to repair Big McKenzie Lake boat landing

### IV. WILDLIFE RELATED PROJECTS

#### A. FLOWAGES

1. Continue planning efforts to remove/restore Black Brook Flowage. Discussions with DNR wildlife and DNR engineers in 2020 led to potential options to remove the structure without requiring intensive engineering plans. Continue discussions and develop a plan for removal in 2022. Seek grant funding, and as part of this, research options for creating a wetland mitigation bank.
2. Vandalism/tampering of the structure at Casey Creek Flowage resulted in significant damage to the spillway structure. Discussions with DNR staff have led to a general agreement that the best option is to remove the structure. As with Black Brook, look for opportunities to remove the structure in the most cost effective manner possible.
3. Continue efforts to develop a wetland mitigation bank as part of the Wolf Springs Dam #4 removal. This project was initiated in 2020 and it appears promising that conversion from open water habitat, back to wetland could provide for a wetland bank. Transfer the project to the Highway Department at such point as it appears to be a viable project.
4. As part of the Wolf Springs Dam #4 removal, and potential wetland bank, look for funding options to bring Dam #3 into compliance.



5. Complete any necessary inspections or engineering on the Davis Flowage Structure.

**B. WILDLIFE OPENINGS**

1. Work with DNR Wildlife to evaluate the wildlife openings program. Priorities these openings and eliminate those with minimal benefit.
2. Purchase herbicide for wildlife openings treatment
3. Assist DNR with mowing where feasible.

**C. OTHER WILDLIFE HABITAT RELATED PROJECTS**

1. Continue to promote jack pine habitats
2. Continue to promote red oak, white birch and other declining species
3. Maintain gates
4. Seed logging trails where necessary.

**V. FOREST ROADS**

**A. COUNTY FOREST ROADS**

1. Grade entire 94 mile system and evaluate/repair trouble spots.
2. Prioritize mowing needs, mow approximately 10 miles.
3. Gravel north half of Shingle Camp Fire Lane
4. Use any remaining funds to begin gravelling those roads in used for ATV connections as part of the Casey Loop ATV Trail.

**B. FOREST/LOGGING ROADS**

1. Continue to implement Road and Access Plan
2. Plan all road expansions to minimize road density
3. Monitor for illegal use.

**VI. FACILITIES, EQUIPMENT, STAFF/PERSONNEL**

**A. FACILITIES**

1. Continue to operate and maintain shop facility
2. Replace at least one overhead door in the shop.
3. Continue to operate park model mobile home at Totogatic but consider transitioning from residence use to office.
4. Complete remaining landscaping at the new Forestry Office.

**B. EQUIPMENT**

1. Continue to operate and maintain existing fleet
2. Purchase replacement skid steer.
3. Purchase drone using Sustainable Forestry Grant award.

**C. PERSONNEL**

1. Provide training opportunities to the newer employees (Technicians)
2. Continue to utilize Recreation Officer
3. Replace any positions if they become vacant.
4. Restructure campground operations at Totogatic Park with the development of the new Campground Manager position.

**D. Wisconsin Department of Natural Resources Time Standards**

1. Coordinate with Washburn Team Leader to consolidate as many time standard hours into a minimum number of DNR staff in order to create efficiencies.
2. Focus time standards hours primarily on timber sale establishment. The Liaison Forester or County Forest staff will act as lead forester on these projects.
3. Heavy equipment hours on scarification and other site preparation duties will be conducted at the discretion of the County Forest Administrator

**VII. OTHER**

**A. LAW ENFORCEMENT**

1. Continue to fund and utilize Recreation Officer Position

2. Continue to focus law enforcement efforts on ATV/UTV, permanent deer stands, and violations of Road and Access Plan and other violations of Chapter 50 of the Washburn County Municipal Code.
  3. Continue to utilize ATV and Snowmobile Law Enforcement grant aids.
- B. LEGISLATIVE ISSUES
1. Work with Wisconsin County Forest Association via the Legislative/Certification Committee in engaging the state legislature and other offices to help protect forestry funding in the upcoming budget.
  2. Engage in legislative efforts to enhance and protect the county forest programs as opportunities arise.
- D. TIMBER MARKETS
1. Continue to monitor market conditions and offer annual allowable harvest acreage as planned, while attempting to offer sales with higher likelihood of sale (older versus younger red pine, sales with aspen, etc.)
  2. Look for opportunities to start discussions with county economic development staff to attempt to promote local value added industries.
  3. Remain involved with “multi-stakeholder cooperative” efforts focused either on purchasing or developing paper mill operations in Wisconsin.
- E. FOREST CERTIFICATION
1. Continue to participate in SFI and FSC forest certification programs
  2. Continue to evaluate cost/benefit of participation
  3. The U.S. FSC standard is currently under revision to incorporate what are called International Generic Indicators. The draft of these revisions includes numerous changes that have potential to require much more intensive workload to remain certified, as well as significant acreage removed from the active management. Remain involved in efforts to prevent standards revisions as drafted. Numerous state agencies are involved in this effort as well. If the new standards are adopted as drafted, it will likely become too burdensome to remain certified under the FSC program.
- F. LAND ACQUISITION
1. Follow the direction of the County Forest Comprehensive Land Use Plan
  2. Evaluate land trades and/or purchases presented to the Committee for possible County Board approval
  3. Seek grant funding options for any proposals that the Committee approves pursuing.
  4. There are no specific projects planned for 2022.

Resolution No. \_\_\_\_\_

**County Forest Variable Share Payments**

WHEREAS, Counties having lands entered as "County Forest Lands" under the provisions of S.S. 28.11 (4) (b) of the Wisconsin Statutes, annually receive from the state as a non-interest bearing loan, in an amount not to exceed 50 cents for each acre so entered to be used for the purchase, development, preservation, and maintenance of such lands, and

WHEREAS, said loan monies are repaid through a 20% severance tax on timber sales revenue coming from County Forest Lands unless a higher rate is mutually agreed to by the County and the Department;

THEREFORE, BE IT RESOLVED, that the Washburn County Board of Supervisors in consideration of meeting the needs identified in the County Forest Comprehensive Land Use Plan hereby request the Department of Natural Resources to provide the 2022 payment to the County under S.S. 28.11 (8) (b) a, on the basis of 50 cents for each acre of our County Forest Lands.

BE IT FURTHER RESOLVED that the Clerk has hereby authorized and directed to file this request with the Department of Natural Resources prior to December 31st preceding the year in which said payment is being requested to be made.

Submitted for adoption this 9<sup>th</sup> day of November, 2021 by:

Forestry, Parks & Recreation Committee:

FISCAL IMPACT \$74,737.00

\_\_\_\_\_  
Sandy Johnson, Chair

Motion for adoption by:  
Supervisor \_\_\_\_\_

\_\_\_\_\_  
Hank Graber, Vice Chair

\_\_\_\_\_  
Jerry Smith

Seconded by:  
Supervisor \_\_\_\_\_

\_\_\_\_\_  
Mark Radzak

Ayes \_\_\_\_\_, Noes \_\_\_\_\_, Absent \_\_\_\_\_

\_\_\_\_\_  
Paul Johnson

I, Lolita Olson, County Clerk, do hereby certify that the Foregoing is a true and correct copy of a resolution adopted by the Washburn County Board of Supervisors at its meeting held on November 9, 2021.

\_\_\_\_\_  
Lolita Olson, County Clerk



**RESOLUTION # \_\_\_\_\_**

**RESOLUTION APPROVING NEW .75 LTE POSITION FOR VETERANS SERVICE OFFICE ADMINISTRATIVE ASSISTANT**

**WHEREAS**, Washburn County has recently hired a Veterans Service Officer (CVSO) who has been in office since May of 2021; and,

**WHEREAS**, this office has not been fully staffed since May due to various circumstances; and,

**WHEREAS**, the CVSO has recently received orders to be on active duty outside of Washburn County which substantially limit the hours of service the CVSO can perform; and,

**WHEREAS**, in order to continue to maintain an appropriate level of services, meet deadlines and provide for the health and well-being of staff, it has determined that a .75 LTE position is needed for the period of deployment (up to 365 days); and,

**WHEREAS**, this has been discussed and approved by the Veterans & Military Affairs Committee, the Personnel Committee and the Finance Committee.

**THEREFORE BE IT RESOLVED**; that the Washburn County Board of Supervisors approve the new .75 LTE position for Veterans Service Office Administrative Assistant as per policy and to be effective immediately.

**FISCAL IMPACT: \$29,709.49**

Recommended for adoption by the Washburn County Personnel Committee this 4th day of November, 2021 and approved by the Washburn County Board of Supervisors this 9<sup>h</sup> day of November, 2021.

\_\_\_\_\_  
Dave Wilson, Chair

\_\_\_\_\_  
Hank Graber, Vice Chair

\_\_\_\_\_  
Linda Featherly, Member

\_\_\_\_\_  
Jocelyn Ford, Member

\_\_\_\_\_  
Mark Radzak, Member

# Washburn County Personnel Requisition Form

Date: 11/04/2021       New Position       Position Vacancy       Position Change

**POSITION INFORMATION:**

Position Title: Administrative Assistant      Department: Veterans

Effective Date: Preferably ASAP

Position Type:       Full Time       Part Time       LTE       Casual

Reason for Request: Maintain office hours as required

Why is position required or why can't present employees complete the work or why can't position be contracted?  
Assistance is needed with routine office duties while the CVSO is on deployment

Is office space, furniture and office equipment available?     Y     N

If not, explain plan to obtain:

**WAGES/BENEFITS/FUNDING:**

Wage/Hr	Hrs/Yr	Wage/Yr	WRS	Taxes	W/C	Health Insurance	Total	
17.66	1560	27,549.60	0	2107.54	52.34	0	29,709.49	Current
								Proposed

Total cost for other equipment and/or training? No

Is this request budgeted?     YES     NO    List the funding source: The difference in salaries paid and the budget.  
Will need to request additional funds if required.

**FISCAL ANALYSIS (from above):**

CATEGORIES	BUDGET ESTIMATES (EST.)
Other operating expenditures (include costs to hire – advertising, interviewing, testing/reviewing applicants)	0
Wages and Benefits	29,709.49
Personal Equipment (e.g. tools, uniforms, safety equipment)	0
Mileage & Meals	0
Training Expenses (Including memberships)	0
Computer Equipment (e.g. hardware, software, wiring, etc.)	0
Office Furniture and Supplies	0
Renovation/Relocation Costs	0
Revenues (Use Negative #)	0
<b>TOTAL:</b>	<b>29,709.49</b>

## DISCUSSION AND JUSTIFICATION OF PROPOSED POSITION

*Cells will expand as you type.*

Does this position already have a position classification and position description? If yes, please attach appropriate documentation. If no, has a <i>Position Questionnaire</i> been completed?	yes
What are the major functions or examples of work performed of the proposed position?	Phone contacts, filing, scheduling
Minimum Educational Requirements and minimum experience for this position?	High School Diploma
Knowledge Skills and Abilities?	General understanding of office organization, filing, HIPAA, phone etiquette, and scheduling
What caused the need for this position? (i.e. State or Federal initiatives/mandates, increased workload, etc.)	Deployment of CVSO and need to maintain workload
What/Who generates the work which is to be done? The public? The department itself? Another department within the County?	CVSO directs work
Is this work currently being performed by someone else? If yes, how and by whom?	CVSO or Assistant CVSO is covering these tasks out of necessity
How does this position fit into the organizational structure of the Department? (Please attach an organizational chart.)	Subsidize the Assistant CVSO duty requirements
How will this position affect other employees in the department? (e.g. supervision, subordinates, etc.)	If this position is not approved, will affect workload for Asst CVSO and is not sustainable
Who would perform the duties of this position when the incumbent is on vacation or using sick time?	CVSO or Asst CVSO
Are there alternatives to the services that this individual would provide? If yes, explain.	CVSO/Asst CVSO does the entirety of the work
What will be the effect or where would the impact be felt if this position is not created or not replaced? Please explain.	Excessive hours logged for the CVSO/Asst CVSO
Can the position costs be offset by eliminating or reducing a lower priority function? Please explain.	No
Is there a workspace available for this employee? If yes, where? If no, what needs to be done to accommodate the requested position?	Yes, Assistant CVSO desk
How does this position fit into the long-range and strategic plans of the Department and/or County?	The provision of services to the community are maintained, deadlines are met and the health & welfare of staff are not compromised.



Justification for request or general remarks/comments about the position:

Due to the already minimal size of the department, all critical office functions fall solely on the department and subsequently the department head become a single point of failure if absent from the office. During the deployment, the Asst CVSO will also become Interim Dept Manager to assist with day to day operations. Office duties may continue to be augmented with the HR Admin Asst, along with the .75 LTE position, which is not benefit eligible as long as the position does not go over 1560 hours for the year.

Approvals:

<b>DEPARTMENT HEAD:</b>	I hereby certify that the above information is correct. Joseph C Schmidt <signed electronically>	<b>DATE:</b>	9/1/2021
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Committee of Jurisdiction:

<b>COMMITTEE:</b>	Approved Comments	Denied	<b>DATE:</b>	11-4-21
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HUMAN RESOURCE DIRECTOR APPROVAL:

Filling of position is:  Approved  Not Approved

Comments:

Human Resources Director: *Rolson* Date: *11-4-21*

COMMITTEE APPROVALS:

<b>PERSONNEL COMMITTEE:</b>	Approved Comments	Denied	<b>DATE:</b>	11-4-21
<b>COUNTY BOARD (IF NECESSARY)</b>	Approved Comments	Denied	<b>DATE:</b>	

<b>Position Description</b>			
Class Title: LTE Administrative Assistant - Vets	Non-exempt	Wage Scale: P-07-2080	
Department: <b>Vets</b>	Supervisory Responsibilities: None	Location: Shell Lake	Date: 9/1/2021

**PURPOSE OF POSITION:**

This position will provide administrative assistance related to the basic functions of the CVSO and provide the CVSO with additional staff resources to accomplish necessary tasks. This position will work both independently and as a team member, under the general supervision of the County Veterans Service Officer.

**EXAMPLES OF DUTIES PERFORMED: (Illustrative only)**

- Corresponds, greets and schedules clients as needed
- Answers, screens, and routes incoming telephone calls
- Schedules appointments
- Processes and files authorized documentation
- Coordinates with other departments as required
- Mails correspondence as required
- Maintains record of daily activity, compiling statistics into monthly reports

**ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES:**

1. Computer experience with Microsoft Office (Word, Excel, Outlook, Access, Power Point, Publisher)
2. Appropriate experience in business administration, formal degrees are not a requisite
3. Knowledge of modern office practices and procedures
4. Knowledge of business English, spelling and composition
5. Knowledge of general bookkeeping practices
6. Ability to perform a variety of complex clerical tasks
7. Ability to operate a variety of office equipment
8. Ability to establish/maintain effective working relationships with co-workers, the general public and outside contractors
9. Ability to deal with the public in difficult situations
10. Ability to carry out oral and written instructions
11. Ability to assume responsibility
12. Ability to maintain various records including financial records
13. Operate a motorized vehicle
14. Valid Wisconsin Driver's License

**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 30 pounds.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

**TOOLS AND EQUIPMENT USED:** Telephone systems; personal computer including word processing software; copy machine; postage machine; fax machine; calculator.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee normally works in a pleasant office environment. The noise level in the work environment is usually quiet.

**SELECTION GUIDELINES:** Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval: \_\_\_\_\_  
Administrative Coordinator/  
Director of Personnel

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date Signed



RESOLUTION # \_\_\_\_\_

**A RESOLUTION REMOVING DISTRICT 15 BOARD MEMBER  
FROM THE WASHBURN COUNTY BOARD OF SUPERVISORS**

**WHEREAS**, Josh Carlstrom was appointed to represent District 15 on the Washburn County Board of Supervisors on April 27, 2021.

**WHEREAS**, since appointment Josh Carlstrom has repeatedly failed to attend Board of Supervisors meetings and has not requested to be excused from said meetings.

**THEREFORE, BE IT RESOLVED**, the Washburn County Board of Supervisors, acting under the authority of Ordinance Sections 2-222 and 2-225, finds that Josh Carlstrom's lack of attendance at Board of Supervisor meetings is excessive absenteeism and cause for removal. Accordingly, the Board removes him from the position of Board Supervisor for District 15 and declares the seat vacant.

**FISCAL IMPACT:** None

The foregoing resolution was adopted by the Washburn County Executive Committee at its meeting on November 3, 2021 and Passed/Defeated by a vote of \_\_\_\_\_ to \_\_\_\_\_ by the Washburn County Board of Supervisors on this 9<sup>th</sup> day of November, 2021.

\_\_\_\_\_  
Tom Mackie, Chair

\_\_\_\_\_  
David Wilson, 1st Vice Chair

\_\_\_\_\_  
Linda Featherly, 2<sup>nd</sup> Vice Chair

\_\_\_\_\_  
David Haessig, Member

\_\_\_\_\_  
Hank Graber, Member

**RESOLUTION NO. \_\_\_\_\_**

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

**WHEREAS**, in Resolution No. 72-17, the County Board of Supervisors authorized the County to enter into an engagement agreement with von Briesen & Roper, s.c., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the “Law Firms”) to pursue litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the “Opioid Defendants”) in an effort to hold the Opioid Defendants financially responsible for the County’s expenditure of vast money and resources to combat the opioid epidemic;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, there is provided with this Resolution a summary of the essential terms of the Settlement Agreements, the deadlines related to the effective dates of the Settlement



Agreements, the ramifications associated with the County's refusal to enter into the Settlement Agreements, the form of the Allocation MOU, the form of the AG MOU, and an overview of the process for finalizing the Settlement Agreements;

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

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

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

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

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

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

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

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

**WHEREAS**, the County, by this Resolution, shall authorize the County's corporation counsel to finalize and execute any escrow agreement and other document or agreement necessary to effectuate the Settlement Agreements and the other agreements referenced herein;

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

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

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

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

Firms in executing any documents necessary for the escrow agent to make payments out of the Attorney Fees Account.

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

Adopted by the Washburn County Board of Supervisors this \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Lolita Olson, Washburn County Clerk



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

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

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

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

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

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

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

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

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

**A. Settlement Proceeds**

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

*[Signatures on Following Page]*

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

**ON BEHALF OF THE STATE OF WISCONSIN:**

\_\_\_\_\_  
Attorney General Josh Kaul

Date: \_\_\_\_\_

**ON BEHALF OF THE LOCAL GOVERNMENTS:**

\_\_\_\_\_  
Adams County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Ashland County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Barron County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Bayfield County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Brown County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Trempealeau County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Vernon County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Vilas County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Walworth County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Washburn County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Washington County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Waukesha County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Waupaca County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**  
Litigating Local Governments

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

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

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

## WISCONSIN LOCAL GOVERNMENT MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**ON BEHALF OF THE LOCAL GOVERNMENTS:**

\_\_\_\_\_  
Adams County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Ashland County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Barron County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Bayfield County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Brown County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Buffalo County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Vernon County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Vilas County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Walworth County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Washburn County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Washington County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Waukesha County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Waupaca County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT A

## Allocation of Proceeds Among the Local Governments

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

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

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

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

**Exhibit A – Local Government MOU**



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

**Exhibit A – Local Government MOU**