



MANITOWOC COUNTY COUNTY BOARD OF SUPERVISORS MEETING NOTICE

DATE: March 21, 2023

TIME: 6:00 P.M.

PLACE: The Heritage Center, County Board Meeting Room
1701 Michigan Ave, Manitowoc, WI 54220

To live stream the meeting: <https://www.youtube.com/channel/UCcBZSVQYYfhgv5LHxT-fkwQ?reload=9>

The meeting is open to the public, but portions of the meeting may be closed if this notice indicates that the board may convene in closed session. The following matters may be considered at the meeting:

- I. Call to order by Chairperson Martell.
- II. Invocation by Supervisor Naidl.
- III. Pledge of Allegiance.
- IV. Roll Call.
- V. Consideration and correction, if any, of the minutes of the February 21, 2023 meeting.
- VI. Additions or deletions to the agenda. Additions must be submitted to the County Clerk's Office no less than two hours before the close of the courthouse business day on the day of the official meeting. Items may be added only if, for a good cause, it was impossible or impractical to give earlier public notice.
- VII. **REPORTS OF COUNTY SUPERVISORS, OFFICES, AND DEPARTMENT DIRECTORS**
 1. County Executive Bob Ziegelbauer and Chairperson Tyler Martell – Proclamation Commemorating the Life and Service of Leland "Lee" A. Braunel
 2. County Executive Bob Ziegelbauer and Chairperson Tyler Martell – Proclamation Commemorating the Life and Service of Thomas B. Hein
 3. County Executive Bob Ziegelbauer and Chairperson Tyler Martell – Proclamation Commemorating the Life and Service of Kenneth L. Swade
 4. County Executive Bob Ziegelbauer and Chairperson Tyler Martell – Proclaiming the Month of April Child Abuse and Neglect Prevention Month
 5. County Executive Bob Ziegelbauer and Chairperson Tyler Martell – Proclamation in Honor of National Public Safety Telecommunicators Week
 6. County Executive Bob Ziegelbauer and Chairperson Tyler Martell – Proclamation Commending the Manitowoc County Drug Task Force
- VIII. **PUBLIC COMMENT – OPPORTUNITY FOR CITIZENS TO PRESENT THEIR VIEWS**
 1. Presentation by Brittany Boyer, Substance Use Prevention Program Manager of NEWAHEC/HMC Substance Use Prevention Coalition
- IX. **APPOINTMENT BY COUNTY EXECUTIVE**

Health Department
Appoint Health Officer – Korina Aghmar

 - A. Board of Health
Appoint four members to succeed Shirley Fessler, Dr. Brian Konowalchuk, Supv. Catherine Wagner and Shannon Wanek for two-year terms expiring April 2025.
 1. Shirley Fessler
 2. Dr. Brian Konowalchuk
 3. Supv. Catherine Wagner
 4. Shannon Kanter

B. Human Services Board

Appoint one member to succeed Supv. Bonnie Shimulunas for a three-year term expiring April 2026.

1. Supv. Bonnie Shimulunas

C. Land Information Council

Appoint one member to succeed Travis Waack for a term which ends when employment with Manitowoc County terminates.

1. Kayla Beckerdite

D. Local Emergency Planning Committee

Appoint one member to succeed David Funkhouser for the remainder of the term expiring September 2023.

1. Joe Jeanty

Appoint one member to succeed Alternate) Bob Mayer for the remainder of the term expiring June 2023.

1. Audrey Reese

E. Transportation Coordinating Committee

Appoint two members to succeed Tim Nicholls and Dave Schmaling for three-year terms expiring April 2026.

1. Tim Nicholls
2. Dave Schmaling

X. COMMITTEE REPORTS, INCLUDING PETITIONS, RESOLUTIONS, AND ORDINANCES

A. Planning & Park Commission

1. Resolution 2022/2023-55 Authorizing 2023-2024 Snowmobile Trail Aids Program
2. Ordinance 2022/2023-56 Amending Zoning Map (Dick and Sandra Halverson)
3. Ordinance 2022/2023-57 Amending Zoning Map (Daniel and Jacqueline Downey)
4. Ordinance 2022/2023-58 Amending Zoning Map (Mary Tisler et al.)
5. Ordinance 2022/2023-59 Amending Zoning Map (George and Angela Mueller)

Petitions: 1) Jayme and Stephanie Hetland (Town of Schleswig)
2) Lance and Holly Dederling (Town of Schleswig)
3) Manitowoc County – Ordinance Text Amendment, County Code Chapter 13

B. Aging & Disability Board

C. Board of Health

D. Criminal Justice Coordinating Council

E. Executive Committee

6. Resolution 2022/2023-60 Authorizing Manitowoc County to Enter into Settlement Agreements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, Inc., Agreeing to the Terms of the Addendum to the MOU Allocating Settlement Proceeds, and Authorizing Entry into the MOU with the Attorney General

F. Expo-Ice Center Board

G. Finance Committee

H. Highway Committee

7. Resolution 2022/2023-61 Accepting \$11,000 Donation for Manitowoc County Airport Ground Power Unit and Electrical Work

I. Human Services Board

J. Land Conservation Committee/ UW-Extension Education and Agriculture Committee

K. Personnel Committee

L. Public Safety Committee

8. Resolution 2022/2023-62 Accepting 2023 COPS Anti-Heroin Grant and COPS Anti-Methamphetamine Grant
9. Resolution 2022/2023-63 Alerting the Public of the Dangers of Fentanyl

M. Public Works Committee

N. Transportation Coordinating Committee

O. Miscellaneous

Supervisor Ryan Phipps

10. Resolution 2022/2023-64 Approving Town of Newton Zoning Ordinance Amendment (Francis Lulloff)

XI. ANNOUNCEMENTS

XII. ADJOURNMENTS

Tyler Martell, Chairperson

Prepared by Linda Herman, Deputy County Clerk

Any person wishing to attend the meeting who requires special accommodation because of a disability should contact the County Clerk's office at 920-683-4003 at least 24 hours before the meeting begins so that appropriate accommodations can be made.

**RESOLUTION AUTHORIZING 2023-2024 SNOWMOBILE TRAIL AIDS
PROGRAM**

TO THE MANITOWOC COUNTY BOARD OF SUPERVISORS:

1 WHEREAS, the Wisconsin Snowmobile Trail Aids Program provides funds for the
2 acquisition, development, and maintenance of public snowmobile trails in eligible counties; and
3

4 WHEREAS, Manitowoc County has completed 50 years of participation in the Wisconsin
5 Snowmobile Trail Aids Program by acquiring, developing, insuring, and maintaining public
6 snowmobile trails in the county in accordance with Wisconsin Department of Natural Resources
7 standards; and
8

9 WHEREAS, Manitowoc County is eligible to continue its participation in the Snowmobile
10 Trail Aids Program and has budgeted \$72,120.00 to cover the costs for 240.4 miles of trail; and
11

12 WHEREAS, the Planning and Zoning Department has provided the County Board with a
13 trail system map showing the 240.4 miles of trail that are included in the Manitowoc County Public
14 Snowmobile Trail System;
15

16 NOW, THEREFORE, BE IT RESOLVED that the county board of supervisors of the
17 county of Manitowoc approves the trail system map provided by the Planning and Zoning
18 Department; and
19

20 BE IT FURTHER RESOLVED that the Manitowoc County Board of Supervisors hereby
21 designates the Planning and Zoning Department as the agency to act on behalf of Manitowoc
22 County in submitting applications for state snowmobile aids for acquisition, bridge rehabilitation,
23 development, insurance, and maintenance costs of the county's public snowmobile trail system;
24 and
25

26 BE IT FURTHER RESOLVED that the Planning and Zoning Director is authorized to sign
27 documents and take the actions necessary to undertake, direct, and complete the 2023-2024
28 Snowmobile Trail Aids Program; and
29

30 BE IT FURTHER RESOLVED that upon completion of acquisition, development, and
31 redevelopment of the snowmobile trails through the Snowmobile Trail Aids Program, the trails
32 will be designated as public snowmobile trails; and
33

34 BE IT FURTHER RESOLVED that Manitowoc County will, subject to the limits of funds
35 appropriated for such purposes, provide for adequate maintenance of the trails and facilities that
36 have been funded for acquisition and maintenance through the Wisconsin Snowmobile Trail Aids
37 Program in accordance with DNR requirements and funding criteria; comply with state and federal
38 rules for the program; maintain any completed project in an attractive, inviting, and safe manner;
39 keep facilities open to the general public during reasonable hours consistent with the type of

40 facility; and obtain approval in writing from the DNR before any changes are made in the use of a
41 project site.

Dated this 21st day of March 2023.

Respectfully submitted by the
Planning and Park Commission

James Falkowski, Chair

FISCAL IMPACT: No tax levy impact. \$72,120.00 is included in the 2023 approved budget.
The State of Wisconsin reimburses the County the total amount spent on the
program.

FISCAL NOTE: Reviewed and approved by Finance Director. _____

LEGAL NOTE: Reviewed and approved as to form by Corporation Counsel. 

APPROVED:

Bob Ziegelbauer, County Executive

Date

ORDINANCE AMENDING ZONING MAP
(Dick and Sandra Halverson)

TO THE MANITOWOC COUNTY BOARD OF SUPERVISORS:

1 WHEREAS, the Planning and Park Commission, after providing the required notice, held
2 a public hearing on a petition for a zoning ordinance amendment on February 27, 2023; and
3

4 WHEREAS, the Planning and Park Commission, after a careful consideration of testimony
5 and an examination of the facts, recommends that the petition be approved for the reasons stated
6 in the attached report;
7

8 NOW, THEREFORE, the county board of supervisors of the county of Manitowoc does
9 ordain as follows:
10

11 A tract of land located in the NE 1/4 of the NW 1/4 and in the SE 1/4 of the NW 1/4 of
12 Section 35, Town 19 North, Range 22 East in the Township of Cato, Manitowoc County,
13 Wisconsin, described as follows:
14

15 Commencing at the NW Corner of said Section 35; Thence S 00°20'11" W, 1323.65
16 feet coincident with the west line of said NW 1/4 to the 1/16 section line; Thence
17 N 89°48'18" E, 1319.25 feet to the northwest corner of said SE 1/4 of the NW 1/4,
18 being the point of beginning; Thence S 00°20'29" W, 160.00 feet coincident with
19 the west line of said SE 1/4 of the NW 1/4; Thence N 89°48'18" E, 725.00 feet;
20 Thence N 00°20'29" E, 535.05 feet to the south line of the Wisconsin Central LTD
21 Railroad; Thence S 63°33'29" W, 554.09 feet coincident with said south line;
22 Thence S 18°40'44" E, 137.06 feet to the north line of said SE 1/4 of the NW 1/4;
23 Thence S 89°48'18" W, 275.00 feet to the point of beginning, said parcel containing
24 approximately 237,999 Square Feet (5.46 Acres) of land and is hereby rezoned
25 from Exclusive Agriculture (EA) District to Large Estate (LE) Residential District.

Dated this 21st day of March 2023.

Respectfully submitted by the
Planning and Park Commission

James Falkowski, Chair

FISCAL IMPACT: None.

FISCAL NOTE: Reviewed and approved by Finance Director. _____

LEGAL NOTE: Reviewed and approved as to form by Corporation Counsel _____

COUNTERSIGNED: _____
Tyler Martell, County Board Chair Date

APPROVED: _____
Bob Ziegelbauer, County Executive Date

This report, recommendation, Ordinance, proof of publication, attached map, and the fact sheet are hereby presented in accordance with Section 59.69(5)(e)4 Wisconsin Statutes.

Dick & Sandra Halverson, on February 6, 2023, petitioned the Manitowoc County Board of Supervisors to rezone approximately 5.46 acres of land located in the NE1/4, NW1/4 and the SE1/4, NW1/4, Section 35, T19N-R22E, Town of Cato, from EA, Exclusive Agriculture to LE, Large Estate.

The Town of Cato adopted the Manitowoc County Zoning Ordinance on December 5, 2011. The uses permitted in the LE, Large Estate zoning provides areas for single-family residential and planned residential developments on large lots while allowing for agricultural activity in mostly rural areas of the county with a minimum lot size of 5.0 acres.

1. Action taken to date on this request includes:

- a. Dick & Sandra Halverson petitioned for a zoning map amendment on February 6, 2023.
- b. The petition was referred from the County Clerk to the County Planning and Park Commission for a hearing and recommendation.
- c. The public hearing notices were published in the Herald-Times-Reporter on February 14, 2023 and on February 20, 2023.
- d. The County Planning and Park Commission held a public hearing on this amendment request on February 27, 2023.
- e. The Commission at their February 27, 2023 meeting recommended approval of a requested rezoning of approximately 5.46 acres of land located in the NE1/4, NW1/4 and the SE1/4, NW1/4, Section 35, T19N-R22E, Town of Cato, from EA, Exclusive Agriculture to LE, Large Estate.

2. Existing conditions relating to land use, zoning, and natural resources are summarized on the accompanying zone change fact sheet.

3. Testimony at the hearing is summarized as follows:

- a. Mr. Tim Ryan, Director, reviewed the Commission Agenda Commentary.
- b. Mr. Josh Salm, applicant, spoke in favor of the rezone.
- c. Mr. Dick Halverson, owner, spoke in favor of the rezone.

The County Planning and Park Commission made the following findings from testimony at the hearing, the rezoning fact sheet, staff analysis, and discussions at the public hearing and meeting.

1. The area to be considered for rezoning meets past criteria set by the Commission for rezoning land from the EA, Exclusive Agriculture District.
2. The Cato Town Board & the Cato Land Use Planning Committee support the proposed zone change to LE, Large Estate.
3. Rezoning will allow for a single family home to be built.

4. A small amount of cropland is affected by this request.

RECOMMENDATION

The County Planning and Park Commission determined from testimony at the public hearing, from the zone change fact sheets and maps, and from the staff analysis, that the public health, safety and general welfare would be safeguarded and substantial justice done, if the request of Dick & Sandra Halverson to rezone approximately 5.46 acres of land from EA, Exclusive Agriculture to LE, Large Estate were approved.

The Manitowoc County Planning and Park Commission, at its February 27, 2023 meeting, therefore by a unanimous vote recommended that the subject property (an approximately 5.46 acres of land located in the NE1/4, NW1/4 & SE1/4 NW1/4, Section 35, T19N-R22E, Town of Cato, more fully described in the accompanying proposed ordinance amendment) be recommended for rezoning from EA, Exclusive Agriculture to LE, Large Estate.

MANITOWOC COUNTY ZONING MAP AMENDMENT CHECKLIST

GENERAL ZONING PRINCIPLES

- ☐ IS THE PROPOSED ZONING MAP AMENDMENT CONSISTENT WITH AND IN ACCORDANCE WITH THE COUNTY'S:
 - 1. LAND USE PLAN?
 - 2. FARMLAND PRESERVATION PLAN?
 - 3. OTHER LOCAL UNITS PLANS?
- ☐ HAS THERE BEEN A SUBSTANTIAL CHANGE IN CONDITIONS SINCE THE LAND WAS ORIGINALLY ZONED TO WARRANT THE PROPOSED AMENDMENT?
- ☐ WAS THE SUBJECT PROPERTY INCORRECTLY ZONED INITIALLY?
- ☐ DOES THE DECISION TO RECOMMEND APPROVAL OR DENIAL REPRESENT THE COMMISSION'S/COMMISSIONER'S WILL OR DOES IT REPRESENT ITS JUDGMENT?
- ☐ IS THE PROPOSED AMENDMENT IN THE BEST INTEREST OF THE COMMUNITY PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE?
- ☐ WILL THE PROPOSED REZONING BE COMPATIBLE WITH NEIGHBORHOOD PROPERTIES AND WILL IT NOT ADVERSELY AFFECT THE VALUE OF SUCH ADJACENT LAND?
- ☐ IS THE SUBJECT PROPERTY ECONOMICALLY FEASIBLE TO DEVELOP OR USE UNDER THE CURRENT ZONING?
- ☐ ARE THERE ADEQUATE SITES ELSEWHERE THAT ARE ZONED APPROPRIATELY FOR THE PROPOSED USE?
- ☐ DOES THE PROPOSED ZONING MAP AMENDMENT CONSTITUTE SPOT ZONING?
- ☐ HAVE ALL USES THAT ARE PERMITTED UNDER THE PROPOSED ZONING DISTRICT BEEN CONSIDERED RATHER THAN JUST THE USE THAT IS BEING PROPOSED BY THE APPLICANT?
- ☐ DOES THE PROPOSED AMENDMENT (IF OUT OF EA, EXCLUSIVE AGRICULTURE) MEET THE STATUTORY AND COMMISSION POLICY FINDINGS?
- ☐ OBJECTIONS FROM TOWN OR OTHER INTERESTED PARTIES?
- ☐ CITIZEN SUPPORT/OBJECTION?

SHORELAND FLOODPLAIN ZONING ORDINANCE PRINCIPLES

- ☐ IS THE PROPOSED LOCATION FOR THE PROPOSED USE WITHIN THE AREAS IDENTIFIED AS:
 - FLOODPLAIN
 - WETLAND
 - FLOODWAY
 - SHORELAND
- ☐ DOES THE PROPOSED CONSTRUCTION MEET THE STATE'S AND COUNTY'S STANDARDS:
 - PERMITTED ACCESSORY OR CONDITIONAL USE
 - SHORELINE VEGETATION REMOVAL
 - MINIMUM SETBACK FROM WATERWAY
 - MINIMUM LOT SIZE AND WIDTH
 - STANDARDS FOR FILLING, GRADING & EXCAVATION



COUNTY OF MANITOWOC COUNTY CLERK

1010 South 8th St., Ste. 115
Manitowoc, WI 54220

Jessica Backus
Manitowoc County Clerk

Telephone: (920) 683-4004
Email: jessicabackus@manitowoccountymi.gov

February 13, 2023

Tim Ryan, Director
Planning & Park Commission
4319 Expo Dr., P.O. Box 935
Manitowoc, WI 54220-0935

and

Manitowoc County Supervisor Nicholas Muench
Supervisory District 18

ATTN: Tim Ryan and Supervisor Muench

We enclose a copy of the following petition for an amendment to Manitowoc County's Zoning Ordinance Use Regulations as filed in this office:

Name of Owner:

Dick & Sandra Halverson
11712 Hwy. 151
Manitowoc, WI 54220

Township:

Cato

Name of Applicant/Agent

Josh Salm
1820 Old Wooden Bridge Road
Manitowoc, WI 54220

This notice is made in compliance with Section 59.69(5)(e)(1) of the Wisconsin Statutes.
A report of the above petition will be made to the County Board at its next succeeding meeting.

Sincerely,

Jessica Backus

Jessica Backus
Manitowoc County Clerk



Manitowoc County
Planning and Park Commission

Fee (\$505) Received ☒
Receipt # 40389

ZONING MAP AMENDMENT APPLICATION

MANITOWOC COUNTY
RECEIVED

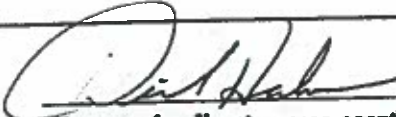
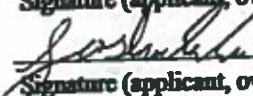
FEB 06 2023

PLANNING & PARK
COMMISSION

✓ Date of Application: 2/3/2023		OWNER / APPLICANT / AGENT	
Owner	DICK HALVERSON + Sandra	Applicant/Agent	JOSH SALM
Address (1)	11712 HWY 151	Address (1)	1820 OLD WARDEN BRIDGE Rd
Address (2)		Address (2)	
City/State/Zip	MANITOWOC, WI 54220	City/State/Zip	MANITOWOC, WI 54220
Phone	920-758-4821	Phone	920-645-5843

✓ PROPERTY LEGAL DESCRIPTION											
NE	NW	S	35	T	19	N	R	22	E	Town of	CATO
SE 1/4	NW 1/4		35		19			22			
House / Fire #		Tax Number		001-035-005-001.00							
				001-035-008-001.00							

PROPERTY INFORMATION			
Existing Zoning District	EA	Proposed Zoning district	LE (Large Estate)
Please include an air photo identifying the proposed area with dimensions or a description of the area proposed for rezoning including acreage:			
Proposed use: (Reason for change)			
BUILD A NEW HOME			

Return to: Manitowoc County Planning and Park Commission 4319 Expo Drive, PO Box 935 Manitowoc, WI 54220-0935 (920) 683-4185		Signature (applicant, owner, agent) Date  2-4-23	
		Signature (applicant, owner, agent) Date  2-4-23	

MANITOWOC COUNTY

ZONING MAP AMENDMENT FACT SHEET

(Manitowoc County, Town of Cato from EA to LE)

PETITIONER

Name: Dick & Sandra Halverson
(Josh Salm, Buyer)
Address: 11712 USH 151
Manitowoc WI 54220
Town: Cato

PARCEL

Location: NE1/4, NW1/4 & SE1/4, NW1/4,
Section 35, T19N-R22E
Tax#: 001-035-005-001.00 & 001-035-008-001.00
Area: 5.46 acres

ACTION TO DATE

Petition Submitted: 02/06/2023
Town Action: Approved February 6, 2023
Hearing Notice Published: 2/14/2023 & 2/20/2023
Advisory: 2/27/2023
Hearing: 2/27/2023

ADJACENT USES & ZONING

Direction:	District:	Use:
North	EA	Railway/Farmland
South	EA	Farmland/Woodland
East	EA	Woodland/Wetland
West	LE/GA	Residential/Railway

PARCEL USES & ZONING

Existing Zoning District: EA, Exclusive Agriculture
Existing Land Use: Farmland/Woodland
Proposed Zoning District: LE, Large Estate
Proposed Use: Build a new home

MAP INFORMATION

Farmland Preservation Designation:
Farmland Preservation
Soil Type: BrB, BrC2, HrB, SyA
Air Photo Date: 04/2020

OTHER CONSIDERATIONS

Drainage: Well drained – somewhat poorly drained
Soil Limitations: Slight – Moderate slope
Sewage Disposal: Private Onsite Wastewater Treatment
Road Access: Old Wooden Bridge Rd
Town Future Land Use Designation: Environmental Agricultural Area and Natural Area
These areas should not be developed with a parcel size less than 35 acres because of their significance regarding natural areas. Zoning standards should be incorporated to preserve contiguous natural areas while still providing agricultural activity. The town should support conservation of these areas through education and promotion of numerous voluntary programs.
County Future Land Use Designation: Agricultural & Woodlands/Natural Areas
The purpose of the Agricultural designation is to provide for the continued viability of farming and agricultural uses, the raising of livestock, the conservation of agricultural land, and to maintain and promote the rural character of the farmlands into the future. Woodlands are a valuable natural resource, providing a host of benefits. Trees filter air and water, serve as buffers between land uses, provide wildlife habitat and areas for passive recreation.

FEBRUARY 6, 2023
MINUTES

MANITOWOC COUNTY
RECEIVED

FEB 07 2023

PLANNING & PARK

Regular meeting was called to order by Chairman Gerald Linsmeier at 7:30 p.m. Minutes of the previous meeting were read. Motion was made by Chuck Schuh and seconded by Russ Braun to accept the minutes as read. Motion carried. Treasurer's Report (current) given by Mary Muench showed a balance in the Money Market and checkbook of \$1,898,798.44. Also, the American Rescue Plan balance is \$76,908.97. A motion was made by Russ Braun and seconded by Chuck Schuh to accept Treasurer's Report as given. Motion carried. PRESENT: Gerald Linsmeier, Chuck Schuh, Russ Braun, Mary Muench, Kevin Naidl, Brian and Gail Haas, Roger Pingel, John Polifka, Chuck Muench, Josh and Lauren Salm, Travis Schisel, Jack Kiel and Debbie Schuh.

Vouchers were presented. A motion was made by Gerald Linsmeier and seconded by Chuck Schuh to pay all vouchers. Motion carried.

Mary Muench reported there was 5 new homes built in the Town of Cato in 2022.

Josh and Lauren Salm was present to discuss rezoning 5.81 acres from Exclusive Ag to Large Estate. The Land Use Planning Committee approved the rezoning stating of the small size and odd shape of current field is not conducive to modern large -scale farming. Removal of this property will square off remaining field. A motion was made by Gerald Linsmeier and seconded by Russ Braun to approve this request. Motion carried.

In other business, a motion was made by Gerald Linsmeier and seconded by Russ Braun to postpone the appointment of a new member to the Clarks Mills Sanitary Board. Motion carried.

Another motion was made by Gerald Linsmeier and seconded by Chuck Schuh to have the Open Book on April 13 from 9 - 11 AM (over the phone) and the Board of Review May 8 from 7 - 9 PM. Motion carried.

Kevin Naidl, Road Superintendent, stated of Madson Road. He is less than pleased with the outcome. He also, reported an incident with a deer hit for the 2014 pickup. A claim has been submitted with Rural Insurance.

Chuck Muench, Constable, reported a few dog issues and responded to manure sludge on San Road, which the farmer cleaned up. Also, a noise complaint.

Recycling Center attendant stated everything is going well at the Recycling Center.

A motion was made by Chuck Schuh and seconded by Russ Braun to adjourn meeting at 8:10 p.m. Motion carried.

MARY MUENCH
Clerk/Treasurer
FEBRUARY 2023

February 2, 2023

To: Cato Town Board

RE: Land Use Committee recommendation to approve Rezone Request for Josh Salm February 2023

- Cato Land Use committee
 - Brian Haas: 920-901-9279
 - Tony Kohlmann: 920-901-4699
 - Chris Neumeyer: 920-860-5618
 - Roger Pingel: 920-860-7862
 - John Polifka: 920-717-2277
 - Travis Schisel: 920-860-1697
 - Bob Staudinger: 920-973-2858
- Requestor: Josh Salm (with Lauren Hoeppner): 1820 Old Wooden Bridge Rd.
- Landowner: Dick Halverson: 11712 Hwy 151
- Builder: Brian Peterson and Lori Peterson: 920-323-9734

The Land use committee had the initial meeting to discuss this request on Tuesday January 31, 2023. The committee reviewed the request form (Figure 1), site plan provided (Figure 2), and info from Manitowoc County Planning and Zoning Department officials and website. Discussion with the requestor didn't answer all questions/concerns and the vote was to table a decision until more information was provided. Travis contacted Lori Peterson to request the additional information needed from the Manitowoc Zoning Department and an updated/detailed site plan.

A second meeting was held on Thursday February 2nd, 2023. The committee again met with the requestor and had additional questions answered. The revised site plan (Figure 3) was missing the house size of 100 feet x 56 feet, so it was written in as provided here. The Committee discussed the request and voted to recommend the Cato Town Board approve this request to rezone from 5 acres, up to 5.87 acres, from Exclusive Agriculture (EA) to Large Estate Residential (LE). Travis contacted Lori, communicated the committee's recommendation, and requested that Josh have someone at the February 6th Cato Town Board meeting to answer any questions that may come up. The factors considered for this recommendation included as follows:

- Support of adjoining landowners and neighbors as indicated on Figure 4.
- Small size and odd shape of current field is not conducive to modern large-scale farming. Removal of this property will "square off" remaining field.
- Property's proximity to, and the land contours leading to, adjoining wetlands, Hydric Soils (lack oxygen for growing crops), and Watersheds are not optimal to avoid surface water run off from carrying nutrients and sediment from worked land into those areas. (Figure 5 and Figure 6 from Manitowoc County Parcel Viewer)
- Proposed property is across the road from and in the proximity of several other properties already zoned as LE. (Figure 7 from Manitowoc County Parcel Viewer)

Respectfully Submitted for your consideration by the Cato Land use Committee.



Dick & Sandra Halverson
 NE 1/4, NW 1/4
 SE 1/4, NW 1/4
 Section 35, T19N-R22E
 Town of Cato

From: EA To: LE
 Approximately: 5.464 acre(s)
-87.835, 44.077

Map Overview

Cato

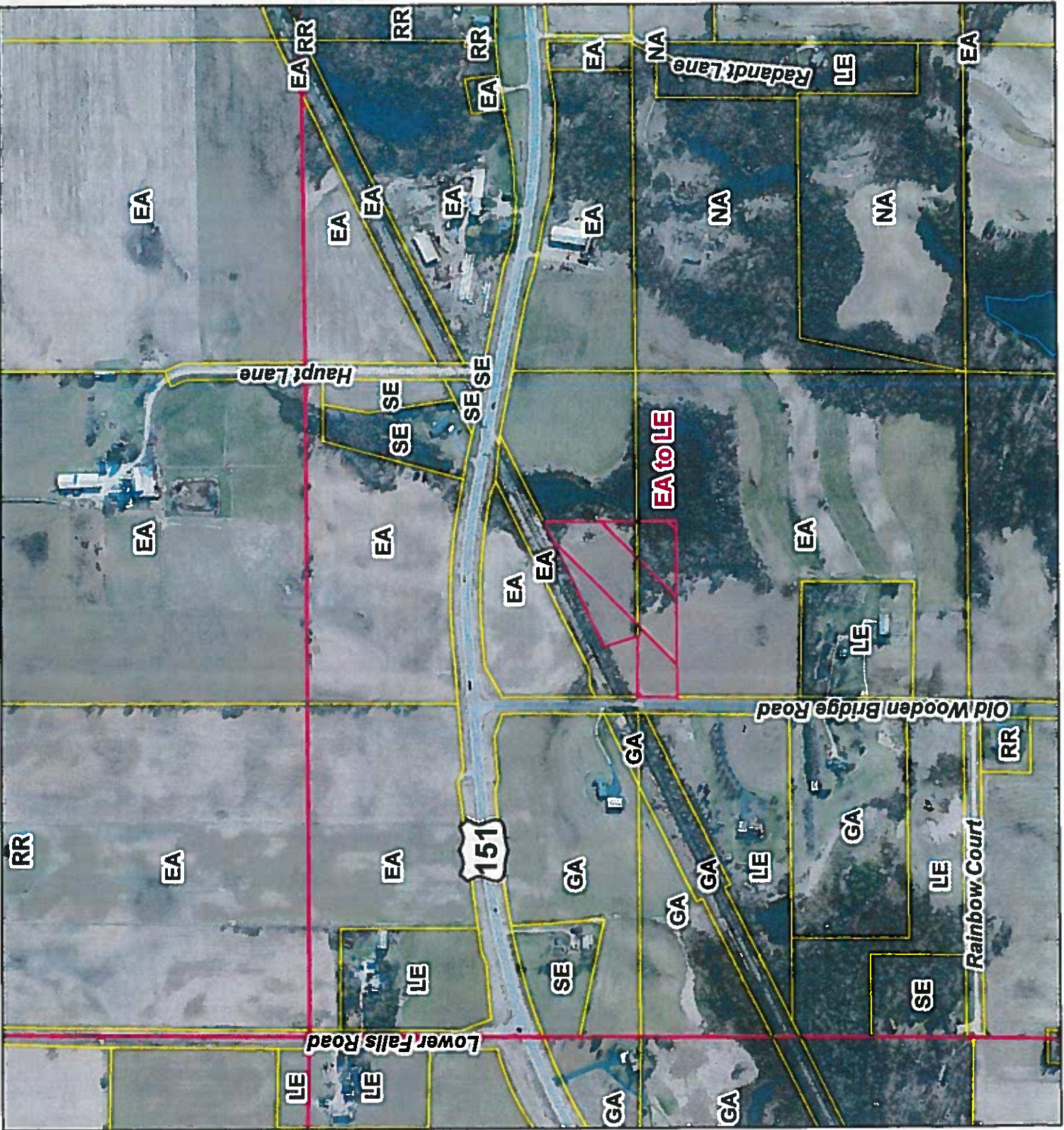
6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

Prepared by:
 Manitowish County
 Planning and Zoning Dept.



Legend

- Proposed Zoning (Pink hatched box)
- Lot Line (Yellow line)
- Water Way (Blue line)
- Section Line (Red outline box)



MANITOWOC COUNTY
RECEIVED

FEB 07 2023

PLANNING & PARK
COMMISSION

DESCRIPTION: (Area being returned from "EA" to "LE")

located in the NE 1/4 of the NW 1/4 and in the SE 1/4 of the NW 1/4 of Section 35, Town 19 North, Range 22 East in the Township of Cato, Manitowoc County, Wisconsin, described as follows:

Commencing at the NW Corner of said Section 35, Thence S 00°20'11" W, 1323.65 feet coincident with the west line of said NW 1/4 to the 1/16 section line, thence N 89°48'16" E, 1319.25 feet to the northwest corner of said SE 1/4 of the NW 1/4, being the point of beginning; Thence S 00°20'29" W, 160.00 feet coincident with the west line of said SE 1/4 of the NW 1/4; Thence N 89°48'16" E, 725.00 feet; Thence S 00°20'29" W, 535.05 feet to the south line of the Wisconsin Central Ltd Railroad; Thence S 63°33'22" W, 554.09 feet (measured with said south line, Thence S 18°40'44" E, 137.06 feet to the north line of said SE 1/4 of the NW 1/4; Thence S 89°48'16" W, 275.00 feet to the point of beginning.

Said parcel contains 217,999 Square Feet (5.464 Acres) of land.

NW CORNER
SEC. 35-19-22

(Existing road)
WISC. CO. COORD.
N 29471.77
E 18208.228

PROPERTY OWNER:
DICK and SANDRA HALVERSON
11712 USH "151"
MANITOWOC, WI 54220

W 1/4 CORNER
SEC. 35-19-22

(Existing road with 4" (4" EAS)
WISC. CO. COORD.
N 29471.709
E 183392.663

S 00°20'11" W
1323.65'

N 89°48'16" E
1319.25'

OLD WOODEN BRIDGE ROAD

S 00°20'29" W
160.00'

R/W

S 89°48'16" W 275.00'

S 18°40'44" E
137.06'

WISCONSIN CENTRAL LTD RAILROAD
S 63°33'22" W 554.09'

REZONED "EA" TO "LE"
217,999 Sq Ft
5.464 Ac.

LOT 1
N 00°20'29" E 535.05'

N 00°20'29" E 535.05'

1319.25'

S 00°20'46" W 1318.72'

SCALE 1" = 100'

NORTH IS REFERENCED TO THE
MANITOWOC COUNTY COORDINATE
SYSTEM. (PER THE COUNTY PUBLISHED
SECTION SUMMARY)

N 1/4 CORNER
SEC. 35-19-22

(Existing 1" P.O.B. POINT)
WISC. CO. COORD.
N 29483.419
E 182042.912

REZONE MAP

LOCATED IN THE NE 1/4 OF THE NW 1/4 AND SE 1/4 OF THE NW 1/4 OF SECTION 35, TOWN 19 NORTH,
RANGE 22 EAST IN THE TOWNSHIP OF CATO, MANITOWOC COUNTY, WISCONSIN

FIELD WORK COMPLETION DATE: 02/06/2023
DRAWN BY: JAD/BLB
JOB NO. 5612023
CAD FILE: 090119-221351BRIAN PETERSON BUILDERS
SCALE: 1" = 100'

BRIAN PETERSON BUILDERS
5510 C.T.H. Y
Whitelaw, WI 54247



ORDINANCE AMENDING ZONING MAP
(Daniel and Jacqueline Downey)

TO THE MANITOWOC COUNTY BOARD OF SUPERVISORS:

1 WHEREAS, the Planning and Park Commission, after providing the required notice, held
2 a public hearing on a petition for a zoning ordinance amendment on February 27, 2023; and
3

4 WHEREAS, the Planning and Park Commission, after a careful consideration of testimony
5 and an examination of the facts, recommends that the petition be approved for the reasons stated
6 in the attached report;
7

8 NOW, THEREFORE, the county board of supervisors of the county of Manitowoc does
9 ordain as follows:
10

11 A parcel of land in part of the Northwest Quarter (NW1/4) of the Northeast Quarter
12 (NE1/4) of Section One (1), Township Eighteen (18) North, Range Twenty-One (21) East, Town
13 of Eaton, Manitowoc County, Wisconsin, described as follows:
14

15 Commencing at the northeast corner of said Section 1; thence N89°-44'-53"W
16 along the north line of the NE1/4 of said Section 1, a distance of 1319.76 feet to the
17 east line of the NW1/4 of said NE1/4; thence S00°-29'-01"W along said east line,
18 a distance of 830.47 feet; thence N89°-44'-04"W 43.05 feet to the west right of way
19 line of Quarry Road and the point of real beginning; thence S00°-13'-56"W along
20 said west right of way line, a distance of 500.00 feet to the to the north line of
21 Certified Survey Map recorded in Volume 20 of Certified Survey Maps on Page
22 221 and Document No. 877943 of Manitowoc County records; thence N89°-
23 44'-04"W (recorded as S89°-50'-00"E) along said north line, a distance of 222.00
24 feet; thence N00°-13'-56"W 500.00 feet; thence S89°-44'-04"E 222.00 feet to the
25 point of real beginning, said parcel containing approximately 110,984 square feet
26 (2.55 acres) of land and is hereby rezoned from Exclusive Agriculture (EA) District
27 to Small Estate (SE) Residential District.

Dated this 21st day of March 2023.

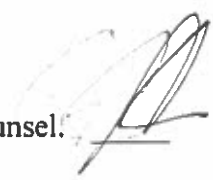
Respectfully submitted by the
Planning and Park Commission

James Falkowski, Chair

FISCAL IMPACT: None.

FISCAL NOTE: Reviewed and approved by Finance Director. _____

LEGAL NOTE: Reviewed and approved as to form by Corporation Counsel!



COUNTERSIGNED:

Tyler Martell, County Board Chair

Date

APPROVED:

Bob Ziegelbauer, County Executive

Date

This report, recommendation, Ordinance, proof of publication, attached map, and the fact sheet are hereby presented in accordance with Section 59.69(5)(e)4 Wisconsin Statutes.

Daniel & Jacqueline Downey, on December 28, 2022, petitioned the Manitowoc County Board of Supervisors to rezone approximately 2.0 acres of land located in the NW1/4, NE1/4, Section 1, T18N-R21E, Town of Eaton, from EA, Exclusive Agriculture to SE, Small Estate.

The Town of Eaton adopted the Manitowoc County Zoning Ordinance on December 14, 2011. The uses permitted in SE, Small Estate zoning provides for mixed residential and agriculture activity with a minimum lot size of two acres.

1. Action taken to date on this request includes:

- a. Daniel & Jacqueline Downey petitioned for a zoning map amendment on December 28, 2022.
- b. The petition was referred from the County Clerk to the County Planning and Park Commission for a hearing and recommendation.
- c. The public hearing notices were published in the Herald-Times-Reporter on February 14, 2023 and on February 20, 2023.
- d. The County Planning and Park Commission held a public hearing on this amendment request on February 27, 2023.
- e. The Commission at their February 27, 2023 meeting recommended approval of a requested rezoning of approximately 2.0 acres of land located in the NW1/4, NE1/4, Section 1, T18N-R21E, Town of Eaton, from EA, Exclusive Agriculture to SE, Small Estate.

2. Existing conditions relating to land use, zoning, and natural resources are summarized on the accompanying zone change fact sheet.

3. Testimony at the hearing is summarized as follows:

- a. Mr. Tim Ryan, Director, reviewed the Commission Agenda Commentary.
- b. Mrs. Jacqueline Downey, property owner, spoke in favor of the request.

The County Planning and Park Commission made the following findings from testimony at the hearing, the rezoning fact sheet, staff analysis, and discussions at the public hearing and meeting.

1. The area to be considered for rezoning meets past criteria set by the Commission for rezoning land from the EA, Exclusive Agriculture District.
2. The Eaton Town Board & Town Land Use Committee support the proposed zone change to SE, Small Estate.
3. Rezoning will allow for the construction of a single family home adjacent to an existing residential area.
4. Area to be rezoned is located in the southeast corner of the property along the road and is minimal in size.

RECOMMENDATION

The County Planning and Park Commission determined from testimony at the public hearing, from the zone change fact sheets and maps, and from the staff analysis, that the public health, safety and general welfare would be safeguarded and substantial justice done, if the request of Daniel & Jacqueline Downey to rezone approximately 2.0 acres of land from EA, Exclusive Agriculture to SE, Small Estate were approved.

The Manitowoc County Planning and Park Commission, at its February 27, 2023 meeting, therefore by a unanimous vote recommended that the subject property (an approximately 2.0 acres of land located in the NW1/4, NE1/4, Section 1, T18N-R21E, Town of Eaton, more fully described in the accompanying proposed ordinance amendment) be recommended for rezoning from EA, Exclusive Agriculture to SE, Small Estate.

MANITOWOC COUNTY ZONING MAP AMENDMENT CHECKLIST

GENERAL ZONING PRINCIPLES

- ☐ IS THE PROPOSED ZONING MAP AMENDMENT CONSISTENT WITH AND IN ACCORDANCE WITH THE COUNTY'S:
 - 1. LAND USE PLAN?
 - 2. FARMLAND PRESERVATION PLAN?
 - 3. OTHER LOCAL UNITS PLANS?
- ☐ HAS THERE BEEN A SUBSTANTIAL CHANGE IN CONDITIONS SINCE THE LAND WAS ORIGINALLY ZONED TO WARRANT THE PROPOSED AMENDMENT?
- ☐ WAS THE SUBJECT PROPERTY INCORRECTLY ZONED INITIALLY?
- ☐ DOES THE DECISION TO RECOMMEND APPROVAL OR DENIAL REPRESENT THE COMMISSION'S/COMMISSIONER'S WILL OR DOES IT REPRESENT ITS JUDGMENT?
- ☐ IS THE PROPOSED AMENDMENT IN THE BEST INTEREST OF THE COMMUNITY PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE?
- ☐ WILL THE PROPOSED REZONING BE COMPATIBLE WITH NEIGHBORHOOD PROPERTIES AND WILL IT NOT ADVERSELY AFFECT THE VALUE OF SUCH ADJACENT LAND?
- ☐ IS THE SUBJECT PROPERTY ECONOMICALLY FEASIBLE TO DEVELOP OR USE UNDER THE CURRENT ZONING?
- ☐ ARE THERE ADEQUATE SITES ELSEWHERE THAT ARE ZONED APPROPRIATELY FOR THE PROPOSED USE?
- ☐ DOES THE PROPOSED ZONING MAP AMENDMENT CONSTITUTE SPOT ZONING?
- ☐ HAVE ALL USES THAT ARE PERMITTED UNDER THE PROPOSED ZONING DISTRICT BEEN CONSIDERED RATHER THAN JUST THE USE THAT IS BEING PROPOSED BY THE APPLICANT?
- ☐ DOES THE PROPOSED AMENDMENT (IF OUT OF EA, EXCLUSIVE AGRICULTURE) MEET THE STATUTORY AND COMMISSION POLICY FINDINGS?
- ☐ OBJECTIONS FROM TOWN OR OTHER INTERESTED PARTIES?
- ☐ CITIZEN SUPPORT/OBJECTION?

SHORELAND FLOODPLAIN ZONING ORDINANCE PRINCIPLES

- ☐ IS THE PROPOSED LOCATION FOR THE PROPOSED USE WITHIN THE AREAS IDENTIFIED AS:
 - FLOODPLAIN
 - WETLAND
 - FLOODWAY
 - SHORELAND
- ☐ DOES THE PROPOSED CONSTRUCTION MEET THE STATE'S AND COUNTY'S STANDARDS:
 - PERMITTED ACCESSORY OR CONDITIONAL USE
 - SHORELINE VEGETATION REMOVAL
 - MINIMUM SETBACK FROM WATERWAY
 - MINIMUM LOT SIZE AND WIDTH
 - STANDARDS FOR FILLING, GRADING & EXCAVATION



COUNTY OF MANITOWOC COUNTY CLERK

1010 South 8th St., Ste. 115
Manitowoc, WI 54220

Jessica Backus
Manitowoc County Clerk

Telephone: (920) 683-4004
Email: jessicabackus@manitowoccountywi.gov

February 13, 2023

Tim Ryan, Director
Planning & Park Commission
4319 Expo Dr., P.O. Box 935
Manitowoc, WI 54220-0935

and

Manitowoc County Supervisor Catherine E. Wagner
Supervisory District 15

ATTN: Tim Ryan and Supervisor Wagner

We enclose a copy of the following petition for an amendment to Manitowoc County's Zoning Ordinance Use Regulations as filed in this office:

Name of Owner:

Daniel and Jacqueline Downey
1232 W. Upper Falls Road
Reedsville, WI 54230

Township:

Eaton

This notice is made in compliance with Section 59.69(5)(e)(1) of the Wisconsin Statutes.
A report of the above petition will be made to the County Board at its next succeeding meeting.

Sincerely,

Jessica Backus

Jessica Backus
Manitowoc County Clerk



Manitowoc County
Planning and Park Commission

Fee (\$490) Received ☒

Receipt # 40348

ZONING MAP AMENDMENT APPLICATION

Date of Application:

OWNER / APPLICANT/ AGENT

Owner

Daniel and Jacqueline
Downey

Applicant/Agent

- SAME -

Address (1)

1232 W. Upper Falls
Rd.

Address (1)

Address (2)

—

Address (2)

City/State/Zip

Reedsville, WI

City/State/Zip

Phone

920-901-6487 54230
920-901-6687 (DW)

Phone

MANITOWOC COUNTY
RECEIVED

DEC 28 2022

PLANNING & PARK
COMMISSION

PROPERTY LEGAL DESCRIPTION

NW 1/4, NE 1/4, S 1 T 18 N R 21 E Town of Eaton

House /Fire #

—

Tax Number

Part of Tax Parcel No:

004-001-002-000.00

not established
yet -

PROPERTY INFORMATION

Existing Zoning District EA

Proposed Zoning district SE

Please include an air photo identifying the proposed area with dimensions or a description of the area proposed for rezoning including acreage:

Please see air photo -

Proposed use: (Reason for change)

We are seeking rezoning to SE for
a possible home build.

Return to:
Manitowoc County
Planning and Park Commission
4319 Expo Drive, PO Box 935
Manitowoc, WI 54220-0935
(920) 683-4185

Signature (applicant, owner, agent)

Date

Signature (applicant, owner, agent)

Date

MANITOWOC COUNTY

ZONING MAP AMENDMENT FACT SHEET

(Manitowoc County, Town of Eaton from EA to SE)

PETITIONER

Name: Daniel & Jacqueline Downey
Address: 1232 W Upper Falls Rd
Reedsville WI 54230
Town: Eaton

PARCEL

Location: NW1/4, NE1/4 Section 1, T18N-R21E
Tax#: 004-001-002-000.00
Area: 2.0 acres

ACTION TO DATE

Petition Submitted: 12/28/2022
Town Action: Approved November 14, 2022
Hearing Notice Published: 2/14/2023 & 2/20/2023
Advisory: 2/27/2023
Hearing: 2/27/2023

ADJACENT USES & ZONING

Direction:	District:	Use:
North	EA	Farmland
South	LE	Residential
East	EA	Farmland
West	EA	Farmland/Wetland

PARCEL USES & ZONING

Existing Zoning District: EA, Exclusive Agriculture
Existing Land Use: Farmland
Proposed Zoning District: SE, Small Estate
Proposed Use: Build a new home

MAP INFORMATION

Farmland Preservation Designation:
Farmland Preservation
Soil Type: KnB, KnC2
Air Photo Date: 04/2020

OTHER CONSIDERATIONS

Drainage: Well drained
Soil Limitations: Severe – Percs Slowly
Sewage Disposal: Private Onsite Wastewater Treatment
Road Access: Quarry Rd

Soil Test: N/A
Terrain: 0 to >12 Percent Slopes
Vegetative Cover: Farmland

Town Future Land Use Designation: Woodlands/Natural Areas

New residential development types shall conform to surrounding land uses. New developments shall be sensitive to natural features and surrounding land uses by conforming to setback requirements and incorporating natural features into the landscape to preserve the town's natural beauty. Preserve as much of the rural landscape and woodlands and other natural features as possible.

County Future Land Use Designation: Woodlands/Natural Areas

Woodlands are a valuable natural resource, providing a host of benefits. Trees filter air and water, serve as buffers between land uses, provide wildlife habitat and areas for passive recreation.

TOWN OF EATON

MANITOWOC COUNTY

316 W MAIN STREET

VALDERS, WI 54245

Richard Christel, Chairman; Joe Riesterer, Supervisor; Lewis Schema, Supervisor; Paulette Vogt, Clerk; Pamela Schneider, Treasurer

TOWN BOARD MEETING 11-14-2022

CALL TO ORDER: The meeting of the Town of Eaton was called to order by Chairman Rick Christel at 6:30 p.m., Monday, November 14, 2022 at the Eaton Town Hall. The Pledge Allegiance to the flag was recited by all.

MEETING NOTICES: Meeting notices were posted at the Eaton Town Hall, and the Town Website

ROLL CALL: Rick Christel, Chairman; Joe Riesterer, Supervisor, Lewy Schema, Supervisor, Paulette Vogt, Clerk, Pam Schneider, Treasurer, and Craig Zipperer, Road Superintendent were in attendance along with Randy Knier.

AGENDA: The agenda had been emailed previously. Supervisor Schema made a motion to accept the agenda, and Supervisor Riesterer 2nd the same, motion carried unanimously.

MINUTES: The minutes from the 10-10-22 board meeting had been emailed to the Board previously. Supervisor Riesterer made a motion to accept the minutes. Supervisor Schema 2nd the motion. Motion carried unanimously.

Minutes from the Special Budget Hearing on 11-2-2022 had been emailed to the Board previously. Supervisor Schema made a motion and Supervisor Riester 2nd the motion to approve the said minutes. Motion carried.

PUBLIC INPUT: As no person present wished to speak, Chairman Christel closed the public input.

ROAD SUPERINTENDENT: Road Superintendent Craig Zipperer reported on the many jobs he has been doing this month to also include getting the trucks ready for the winter months. Craig also stated that he had to work on Saturday to clean up a road that had debris on it. There was a discussion on what charges should be made for this work.

TREASURER'S REPORT: Treasurer Pam Schneider presented the cash flow report. A motion was made by Supervisor Schema to accept the treasurer's report and Supervisor Riesterer 2nd the same. Motion Carried unanimously.

CONSTABLE: No report. The Town will be looking for a new Constable as Constable Green has decided not to run for this position again. If someone would want to come forward and accept the job at this time, Constable Green would resign from this job before the April election.

ASSESSOR: No report.

CHAIRMAN REPORT:

DOWNEY REZONE: A motion was made by Supervisor Schema to accept the rezone recommended by the land use committee for the Downeys' to rezone 2 acres from A1 to A2. Supervisor Riesterer 2nd the motion. Motion carried.

JOSH LEMKE: A motion was made by Chairman Christel to approve the conditional use permit for replacing a hunting shed with a new cabin on Mr. Lemke's land. Chairman Christel will send a letter to the County regarding this permit. Supervisor Schema 2nd the same. Motion carried.

ST NAZIANZ FIRE DEPARTMENT CONTRACT: A motion was made by Supervisor Schema to approve the St. Nazianz Fire Department Contract. Supervisor Riesterer 2nd the same. Motion carried.

PHRAGMITIES: After some discussion, it was decided to table any action on the phragmites project.

UPDATE KURT SCHNEIDER ROAD DAMAGE: There is no update at this time.

WISCONSIN ELECTIONS GRANT: A motion was made by Chairman Christel to sign the Grant Application for the Elections Grant. Supervisor Riesterer 2nd the motion. Motion carried.

APPROVE AND PAY VOUCHERS: Supervisor Schema moved, seconded by Supervisor Riesterer to approve the vouchers as presented for the month of October. Upon vote, the motion carried unanimously.

MEETING REPORTS: The Clerk and Treasurer attended the meeting for the new live program being implemented by the County for tax collecting.

The Meeting held in St. Nazianz about the Ambulance was very well attended with much discussion.

MISCELLANEOUS UPDATES: Chairman Christel stated that the new building inspector is checking out building permits in the town.

There being no further discussion, Supervisor Schema made a motion to adjourn the meeting. Supervisor Riesterer 2nd the same. Motion carried unanimously.

Meeting adjourned at 7:25 p.m.

Respectfully submitted

Paulette Vogt, Town of Eaton Clerk

Michelle Haupt

From: christelclan@tds.net
Sent: Monday, February 13, 2023 8:32 AM
To: Michelle Haupt
Cc: Andrea Raymakers; Tim Ryan
Subject: Re: Rezone/Conditional Use in Eaton



WARNING: This message originated from outside of Manitowoc County's email system. Any attachments or links should be carefully considered before proceeding. Think before you click!

Good Morning,

I guess we know that, and I believe Steve Schwoerer has the old forms from back in the early days of "land use" that he still uses. Sorry for the confusion. When he wrote his summary, he used what is on his forms. A1 and A2. I guess I need to update their grading or rating paperwork.

In summary from the towns point of view, we okayed the Downey's to build a house on the property. Our terminology is obviously wrong but our point of intention was to let them build a residence.

Sorry for the confusion. Let me know if you need more than this.

Rick Christel
Eaton Town Chairman
920-901-6081

----- Original Message -----

From: "Michelle Haupt" <michellehaupt@manitowocountywi.gov>
To: "christelclan@tds.net" <christelclan@tds.net>
Cc: "Andrea Raymakers" <AndreaRaymakers@manitowocountywi.gov>, "Tim Ryan" <TimRyan@manitowocountywi.gov>
Sent: Friday, February 10, 2023 4:35:19 PM
Subject: FW: Rezone/Conditional Use in Eaton

Hi Rick,

Thank you for the information regarding the Downey rezone. I noticed that on the minutes for the Downey rezone it states they are going from A1 to A2. We do not have those zoning district titles any longer. Would it be possible to receive some correspondence that states the town approves the rezone from EA to SE.

Any questions please reach out to Andrea or Tim as I will be out of town next week.

Thank you,

Michelle Haupt
Administrative Assistant
Planning, Zoning & Parks Department

Manitowoc County
4319 Expo Drive, PO Box 935
Manitowoc, WI 54221-0935
Phone: (920) 683-4185
www.manitowoccountywi.gov

-----Original Message-----

From: Reed Gaedtke <ReedGaedtke@manitowoccountywi.gov>
Sent: Wednesday, November 16, 2022 11:21 AM
To: Tim Ryan <TimRyan@manitowoccountywi.gov>
Cc: Andrea Raymakers <AndreaRaymakers@manitowoccountywi.gov>; Michelle Haupt
<michellehaupt@manitowoccountywi.gov>
Subject: FW: Rezone/Conditional Use in Eaton

FYI, letter from town for rezone.

Sincerely,

Reed Gaedtke
Code Administrator
Manitowoc County
Planning and Zoning Department
(920) 683-4185
ReedGaedtke@manitowoccountywi.gov

*Please note that my email address has changed.

-----Original Message-----

From: christelclan@tds.net <christelclan@tds.net>
Sent: Wednesday, November 16, 2022 11:20 AM
To: Reed Gaedtke <ReedGaedtke@manitowoccountywi.gov>
Subject: Rezone/Conditional Use in Eaton

WARNING: This message originated from outside of Manitowoc County's email system. Any attachments or links should be carefully considered before proceeding. Think before you click!

Good morning Reed,

Monday night at our town board meeting we passed the rezone for Downey's and we also passed the conditional use for Josh Lemke.

The Rezone was passed unanimously by our land use committee and with the town board as well.

The Lemke conditional use was approved with no further contingencies by the board, unanimously.

See attached minutes.

Thanks,
Rick Christel
Town of Eaton Chairman
920-773-2535

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To: Town of Eaton Board

From: Steve Schwoerer, Chairman of Town of Eaton Plan Commission

Re: Recommendation of Dan and Jacqueline Downey property Zoning change

This is to inform the Town of Eaton Board that the Town of Eaton Planning Commission met regarding a request to re-zone 2 acres of property owned by Dan and Jacqueline Downey from A1 to A2 for the purpose of building a house on the 2 acre property.

The Plan Commission voted 3-0 in favor of recommending that this 2 acre property be re-zoned from A1 to A2.

Sincerely,

A handwritten signature in black ink, which appears to read "Steve Schwoerer", is written over the word "Sincerely,".


Steve Schwoerer, Plan Commission Chairman

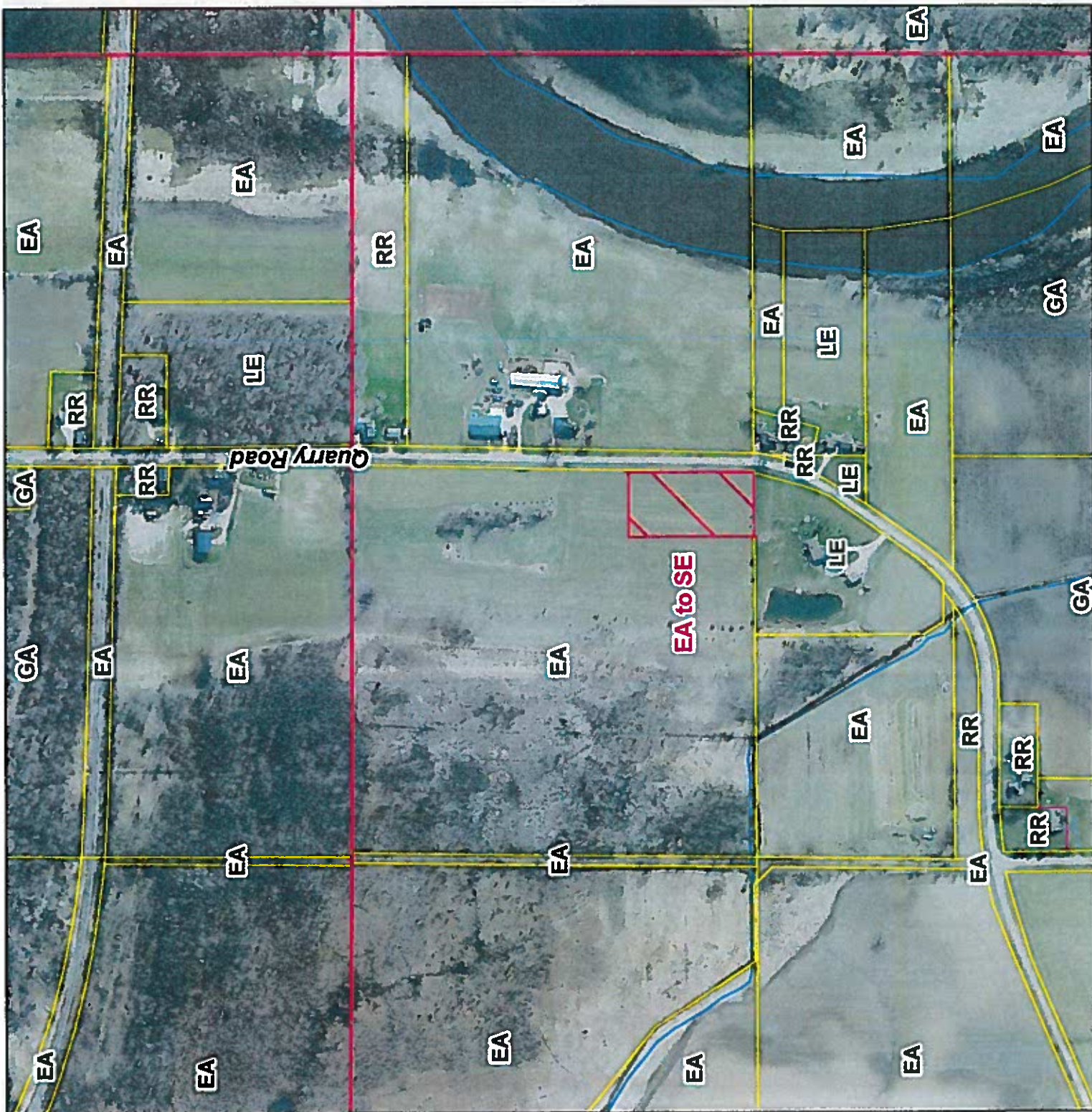


Map Overview

Eaton	6	5	4	3	2
	7	8	9	10	11
	18	17	16	15	14
	19	20	21	22	23
	30	29	28	27	26
	31	32	33	34	35
					36



- Legend**
-  Proposed Zone Change
 -  Parcel Line
 -  Water Way
 -  Section Line
 -  Zoning Line



Manitowoc County Parcel Viewer



Author: Public
Date Printed: 9/15/2022



The burden for determining fitness for use rests entirely upon the user of this website. Manitowoc County and its co-producers will not be liable in any way for accuracy of the data and they assume no responsibility for direct, indirect, consequential, or other damages.

Daniel & Jacqueline Downer

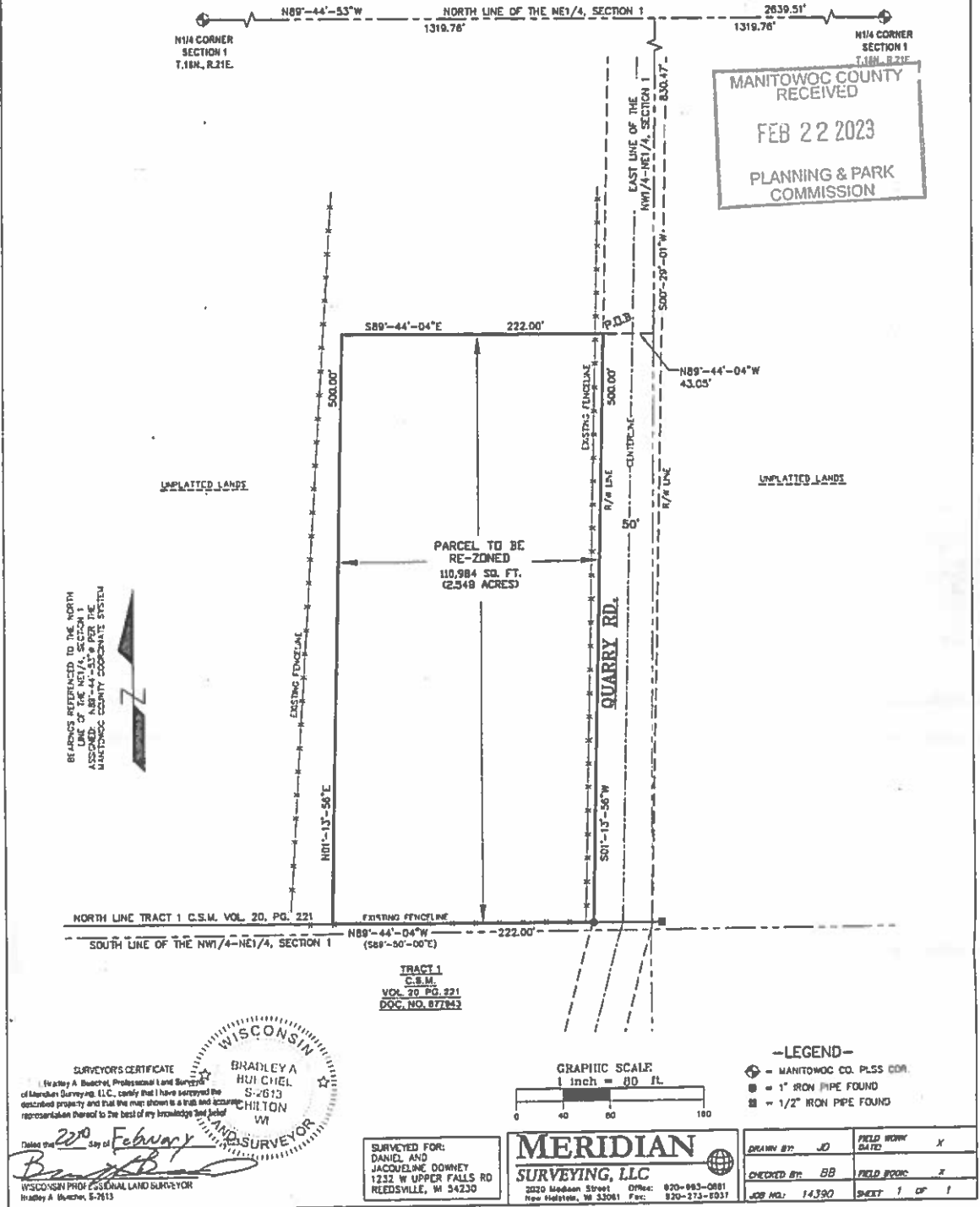
EXHIBIT MAP

FOR DANIEL AND JACQUELINE DOWNEY

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4 OF THE NE1/4), SECTION 1, T.18N., R.21E., TOWN OF EATON, MANITOWOC COUNTY, WISCONSIN

A part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section One (1), Township Eighteen (18) North, Range Twenty-One (21) East, Town of Eaton, Manitowoc County, Wisconsin containing 110,984 square feet (2.548 acres) of land and being described by:

Commencing at the northeast corner of said Section 1; thence N89°-44'-53"W along the north line of the NE1/4 of said Section 1, a distance of 1319.76 feet to the east line of the NW1/4 of said NE1/4; thence S00°-29'-01"W along said east line, a distance of 830.47 feet; thence N89°-44'-04"W 43.05 feet to the west right of way line of Quarry Road and the point of real beginning; thence S00°-13'-56"W along said west right of way line, a distance of 500.00 feet to the north line of Certified Survey Map recorded in Volume 20 of Certified Survey Maps on Page 221 and Document No. 877943 of Manitowoc County records; thence N89°-44'-04"W (recorded as S89°-50'-00"E) along said north line, a distance of 222.00 feet; thence N00°-13'-56"W 500.00 feet; thence S89°-44'-04"E 222.00 feet to the point of real beginning.



ORDINANCE AMENDING ZONING MAP
(Mary Tisler et al.)

TO THE MANITOWOC COUNTY BOARD OF SUPERVISORS:

1 WHEREAS, the Planning and Park Commission, after providing the required notice, held
2 a public hearing on a petition for a zoning ordinance amendment on February 27, 2023; and
3

4 WHEREAS, the Planning and Park Commission, after a careful consideration of testimony
5 and an examination of the facts, recommends that the petition be approved for the reasons stated
6 in the attached report;
7

8 NOW, THEREFORE, the county board of supervisors of the county of Manitowoc does
9 ordain as follows:
10

11 A parcel of land located in part of the Northwest 1/4 of the Southeast 1/4, Section 12,
12 T.20 N. - R. 21 E., Town of Maple Grove, Manitowoc County, Wisconsin, described as follows:
13

14 Commencing at the East 1/4 Corner of Section 12; thence along the northerly line
15 of the SE 1/4 South 88°44'19" West 1,366.80 feet to a found Manitowoc County
16 Monument being the point of beginning; thence South 0°43'56" East 503.33 feet;
17 thence South 88°34'13" West 906.82 feet; thence North 0°08'35" East 508.26 feet;
18 thence North 88°52'31" East 899.03 feet to the point of beginning, said parcel
19 containing approximately 10.48 acres of land and is hereby rezoned from Exclusive
20 Agriculture (EA) District to General Agriculture (GA) District.

Dated this 21st day of March 2023.

Respectfully submitted by the
Planning and Park Commission

James Falkowski, Chair

FISCAL IMPACT: None.

FISCAL NOTE: Reviewed and approved by Finance Director. _____

LEGAL NOTE: Reviewed and approved as to form by Corporation Counsel. 

COUNTERSIGNED: _____
Tyler Martell, County Board Chair Date

APPROVED: _____
Bob Ziegelbauer, County Executive Date

This report, recommendation, Ordinance, proof of publication, attached map, and the fact sheet are hereby presented in accordance with Section 59.69(5)(e)4 Wisconsin Statutes.

Mary Tisler Et Al, on November 22, 2022, petitioned the Manitowoc County Board of Supervisors to rezone approximately 10.48 acres of land located in the NW1/4, SE1/4, Section 12, T20N-R21E, Town of Maple Grove, from EA, Exclusive Agriculture to GA, General Agriculture.

The Town of Maple Grove adopted the Manitowoc County Zoning Ordinance on December 12, 2011. The uses permitted in the GA, General Agriculture zoning provides for a rural area with a mixture of agriculture, low-density residential and rural commercial activity with a minimum lot size of 10.0 acres.

1. Action taken to date on this request includes:

- a. Mary Tisler Et Al petitioned for a zoning map amendment on November 22, 2022.
- b. The petition was referred from the County Clerk to the County Planning and Park Commission for a hearing and recommendation.
- c. The public hearing notices were published in the Herald-Times-Reporter on February 14, 2023 and on February 20, 2023.
- d. The County Planning and Park Commission held a public hearing on this amendment request on February 27, 2023.
- e. The Commission at their February 27, 2023 meeting recommended approval of a requested rezoning of approximately 10.48 acres of land located in the NW1/4, SE1/4, Section 12, T20N-R21E, Town of Maple Grove, from EA, Exclusive Agriculture to GA, General Agriculture.

2. Existing conditions relating to land use, zoning, and natural resources are summarized on the accompanying zone change fact sheet.

3. Testimony at the hearing is summarized as follows:

- a. Mr. Tim Ryan, Director, reviewed the Commission Agenda Commentary.

The County Planning and Park Commission made the following findings from testimony at the hearing, the rezoning fact sheet, staff analysis, and discussions at the public hearing and meeting.

1. The area to be considered for rezoning meets past criteria set by the Commission for rezoning land from the EA, Exclusive Agriculture District.
2. The Maple Grove Town Board supports the proposed zone change to GA, General Agriculture.
3. The area is wooded and minimal farmland will be affected by the proposed rezoning.

RECOMMENDATION

The County Planning and Park Commission determined from testimony at the public hearing, from the zone change fact sheets and maps, and from the staff analysis, that the public health, safety and general welfare would be safeguarded and substantial justice done, if the request of Mary Tisler Et Al to rezone approximately 10.48 acres of land from EA, Exclusive Agriculture to GA, General Agriculture were approved.

The Manitowoc County Planning and Park Commission, at its February 27, 2023 meeting, therefore by a unanimous vote recommended that the subject property (an approximately 10.48 acres of land located in the NW1/4, SE1/4, Section 12, T20N-R21E, Town of Maple Grove, more fully described in the accompanying proposed ordinance amendment) be recommended for rezoning from EA, Exclusive Agriculture to GA, General Agriculture.

MANITOWOC COUNTY ZONING MAP AMENDMENT CHECKLIST

GENERAL ZONING PRINCIPLES

- ☐ IS THE PROPOSED ZONING MAP AMENDMENT CONSISTENT WITH AND IN ACCORDANCE WITH THE COUNTY'S:
 - 1. LAND USE PLAN?
 - 2. FARMLAND PRESERVATION PLAN?
 - 3. OTHER LOCAL UNITS PLANS?
- ☐ HAS THERE BEEN A SUBSTANTIAL CHANGE IN CONDITIONS SINCE THE LAND WAS ORIGINALLY ZONED TO WARRANT THE PROPOSED AMENDMENT?
- ☐ WAS THE SUBJECT PROPERTY INCORRECTLY ZONED INITIALLY?
- ☐ DOES THE DECISION TO RECOMMEND APPROVAL OR DENIAL REPRESENT THE COMMISSION'S/COMMISSIONER'S WILL OR DOES IT REPRESENT ITS JUDGMENT?
- ☐ IS THE PROPOSED AMENDMENT IN THE BEST INTEREST OF THE COMMUNITY PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE?
- ☐ WILL THE PROPOSED REZONING BE COMPATIBLE WITH NEIGHBORHOOD PROPERTIES AND WILL IT NOT ADVERSELY AFFECT THE VALUE OF SUCH ADJACENT LAND?
- ☐ IS THE SUBJECT PROPERTY ECONOMICALLY FEASIBLE TO DEVELOP OR USE UNDER THE CURRENT ZONING?
- ☐ ARE THERE ADEQUATE SITES ELSEWHERE THAT ARE ZONED APPROPRIATELY FOR THE PROPOSED USE?
- ☐ DOES THE PROPOSED ZONING MAP AMENDMENT CONSTITUTE SPOT ZONING?
- ☐ HAVE ALL USES THAT ARE PERMITTED UNDER THE PROPOSED ZONING DISTRICT BEEN CONSIDERED RATHER THAN JUST THE USE THAT IS BEING PROPOSED BY THE APPLICANT?
- ☐ DOES THE PROPOSED AMENDMENT (IF OUT OF EA, EXCLUSIVE AGRICULTURE) MEET THE STATUTORY AND COMMISSION POLICY FINDINGS?
- ☐ OBJECTIONS FROM TOWN OR OTHER INTERESTED PARTIES?
- ☐ CITIZEN SUPPORT/OBJECTION?

SHORELAND FLOODPLAIN ZONING ORDINANCE PRINCIPLES

- ☐ IS THE PROPOSED LOCATION FOR THE PROPOSED USE WITHIN THE AREAS IDENTIFIED AS:
 - FLOODPLAIN
 - WETLAND
 - FLOODWAY
 - SHORELAND
- ☐ DOES THE PROPOSED CONSTRUCTION MEET THE STATE'S AND COUNTY'S STANDARDS:
 - PERMITTED ACCESSORY OR CONDITIONAL USE
 - SHORELINE VEGETATION REMOVAL
 - MINIMUM SETBACK FROM WATERWAY
 - MINIMUM LOT SIZE AND WIDTH
 - STANDARDS FOR FILLING, GRADING & EXCAVATION



COUNTY OF MANITOWOC COUNTY CLERK

1010 South 8th St., Ste. 115
Manitowoc, WI 54220

Jessica Backus
Manitowoc County Clerk

Telephone: (920) 683-4004
Email: jessicabackus@manitowoccountywi.gov

February 13, 2023

Tim Ryan, Director
Planning & Park Commission
4319 Expo Dr., P.O. Box 935
Manitowoc, WI 54220-0935

and

Manitowoc County Supervisor Leo J. Naidl
Supervisory District 16

ATTN: Tim Ryan and Leo J. Naidl

We enclose a copy of the following petition for an amendment to Manitowoc County's Zoning Ordinance Use Regulations as filed in this office:

Name of Owner:

Mary Tisler et al
11530 CTH NN
Reedsville, WI 54230

Township:

Maple Grove

Name of Applicant/Agent

Steven Zeitler
7410 Hidden Valley Road
Maribel, WI 54227

This notice is made in compliance with Section 59.69(5)(e)(1) of the Wisconsin Statutes.
A report of the above petition will be made to the County Board at its next succeeding meeting.

Sincerely,

Jessica Backus

Jessica Backus
Manitowoc County Clerk



Manitowoc County
Planning and Park Commission

Fee (\$490) Received ☒

Receipt # 40312

ZONING MAP AMENDMENT APPLICATION

MANITOWOC COUNTY
RECEIVED
NOV 22 2011
PLANNING & PARK
COMMISSION

✓ Date of Application: _____ OWNER / APPLICANT / AGENT _____

Owner	<u>Mary Tisler Et AL</u>	Applicant/Agent	<u>Steven Zetter</u>
Address (1)	<u>11530 CTH NN</u>	Address (1)	<u>7404 New Valley Rd</u>
Address (2)		Address (2)	<u>Maribel Wis</u>
City/State/Zip	<u>Reedsville, WI</u>	City/State/Zip	<u>54227</u>
Phone	<u>54230</u>	Phone	<u>920-863-8411</u>

✓ PROPERTY LEGAL DESCRIPTION

NW 1/4, SE 1/4, S 12 T 20 N R 21 E Town of Maple Grove

House /Fire # X Tax Number PART OF 011-012-014 000.00

PROPERTY INFORMATION

Existing Zoning District EA Proposed Zoning district GA

Please include an air photo identifying the proposed area with dimensions or a description of the area proposed for rezoning including acreage:

See ATTACHED Psm.

Proposed use: (Reason for change)

ONE Family Member would like to PURCHASE Woodlot

Return to:
Manitowoc County
Planning and Park Commission
4319 Expo Drive, PO Box 935
Manitowoc, WI 54220-0935
(920) 683-4185

Mary Tisler
Signature (applicant, owner, agent) Date _____

Donald B. Jorgensen
Signature (applicant, owner, agent) Date _____

MANITOWOC COUNTY

ZONING MAP AMENDMENT FACT SHEET

(Manitowoc County, Town of Maple Grove from EA to GA)

PETITIONER

Name: Mary Tisler ET AL
Address: 11530 CTH NN
Reedsville, WI 54230
Town: Maple Grove

PARCEL

Location: NW1/4, SE1/4, Section 12, T20N-R21E
Tax#: 011-012-014-000.00
Area: 10.482 acres

ACTION TO DATE

Petition Submitted: 11/22/2022
Town Action: Approved January 9, 2023
Hearing Notice Published: 2/14/2023 & 2/20/2023
Advisory: 2/27/2023
Hearing: 2/27/2023

ADJACENT USES & ZONING

Direction:	District:	Use:
North	EA	Farmland/Wooded Residential
South	EA	Farmland
East	EA	Woodland
West	LE	Woodland/Residential

PARCEL USES & ZONING

Existing Zoning District: EA, Exclusive Agriculture
Existing Land Use: Woodland
Proposed Zoning District: GA, General Agriculture
Proposed Use: Sell off woodlands to family member

MAP INFORMATION

Farmland Preservation Designation:
Farmland Preservation
Soil Type: Bu, HmB, HmC2, HrB, LmA, Pe
Air Photo Date: 04/2020

OTHER CONSIDERATIONS

Drainage: Well – poorly drained
Soil Limitations: Moderate / Severe – Percs Slowly
Sewage Disposal: Private Onsite Wastewater Treatment
Road Access: Fenlon Road

Soil Test: N/A
Terrain: 0 to <12 Percent Slopes
Vegetative Cover: Woodland

Town Future Land Use Designation: Woodlands/Natural Area

Promotes the maintenance and preservation of the private woodlands and open spaces within the town. Future development in these areas should be done in a fashion which has the least impact to the natural environment and does not fragment large, contiguous areas of woodlands and open spaces. Preserve large natural areas and/or features to enhance and retain buffers between incompatible uses while maintaining scenic views of the town.

County Future Land Use Designation: Woodlands/Natural Areas

Woodlands are a valuable natural resource, providing a host of benefits. Trees filter air and water, serve as buffers between land uses, provide wildlife habitat and areas for passive recreation.

FEB 08 2023

PLANNING & PARK
COMMISSIONTOWN OF Maple Grove

REZONE REQUEST EVALUATION

Your Name: Steven Zeidler Land Owner's Name: Lorrigan Fam. L.
rel. Mary Zeidler
Address: 7410 Hidden Valley Address: 10630 CTH NW Reedsville W.
Maribel, Wis 54227 54230
Phone: 920-857-4670 Phone: 920-864-2278

Total Acres in Parcel: 35 Number of Acres to be Rezoned: 10.4

Current Zoning: EA Proposed Zoning: GA

Location of Land: NW 1/4, SE 1/4, Section 12, T 20 N-R 21 E.

Land in Farmland Preservation (y/n)

Current Land Use: PART Farmland & Woodlot

Signatures of all abutting property owners: _____

Purpose of Rezoning:
(Please be specific, including immediate & long term plans)

We plan on selling off the farmland.
and retain the woodlot.

Other Comments: A family member would retain
the woodlot.

Your completed application should be returned to _____

and must contain the following:

This application page:

Aerial Photo: can be obtained from Google, Earth or Natural Resources Conservation Services (NCRS) at 4319 Expo Drive, Manitowoc.

A plat or hand drawn site plan: (measurements of land to be rezoned, location of buildings, driveways, roads, neighbors, environmental features).

COMMITTEE RECOMMENDATIONS

Name: _____

Date Request Received: _____ Fee Received: _____

Date Committee Met: _____

Committee Findings: (List the reasons why it is being recommended for approval – i.e. rocky, marginal farmland, marsh land, steep topography, etc)

Recommendation to the Town Board: _____

Town Board Decision: ^{motion and approved} Oked. To Remove 10.462 Acre.

from Parcel 01101201400000

Chairman Paul [Signature]



Mary Tisler et al
 NW 1/4, SE 1/4
 Section 12, T20N-R21E
 Town of Maple Grove

From: EA to: GA
 Approx. 10.482 acre(s)
-87.931 44.218

Map Overview

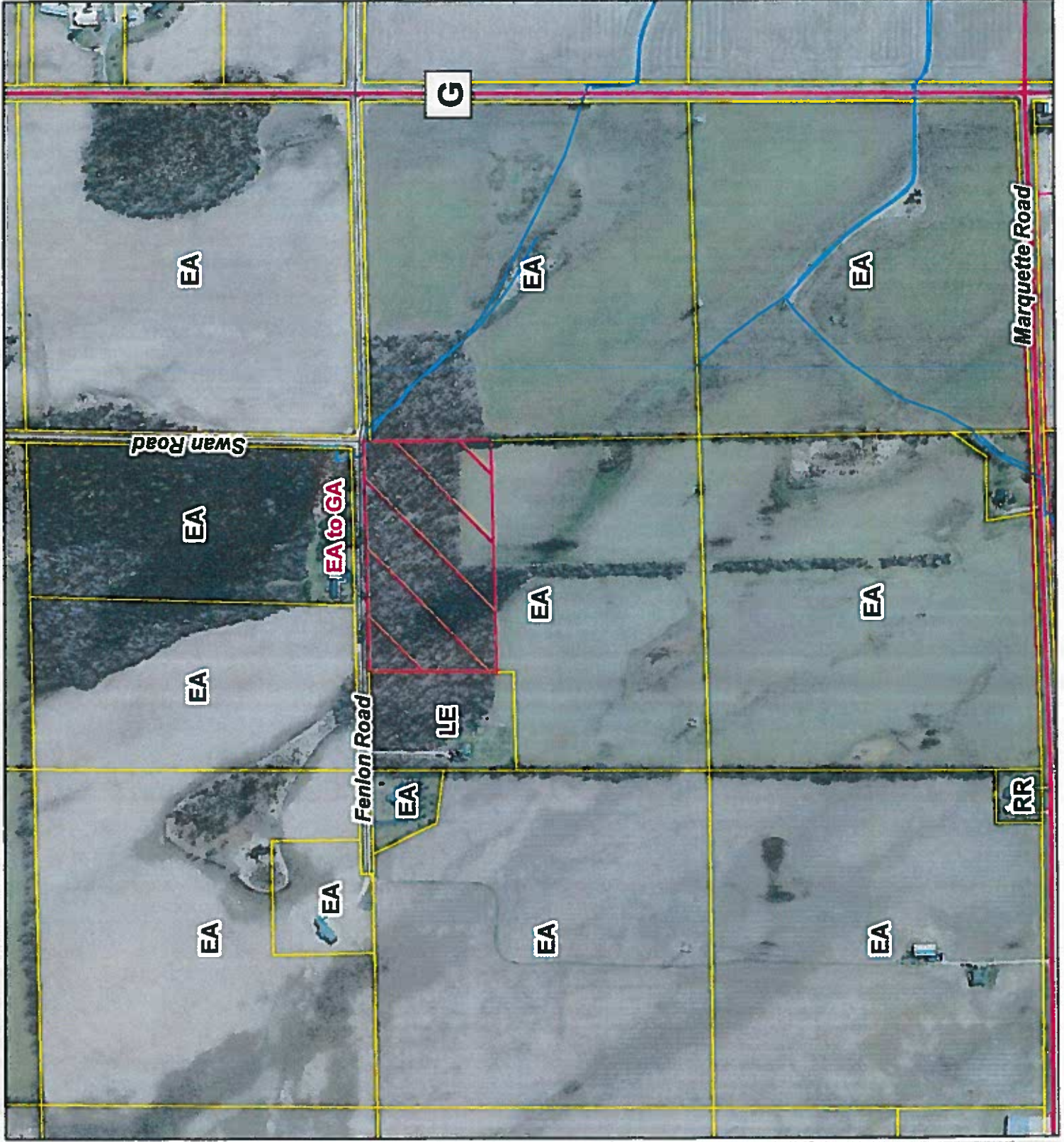
Maple Grove

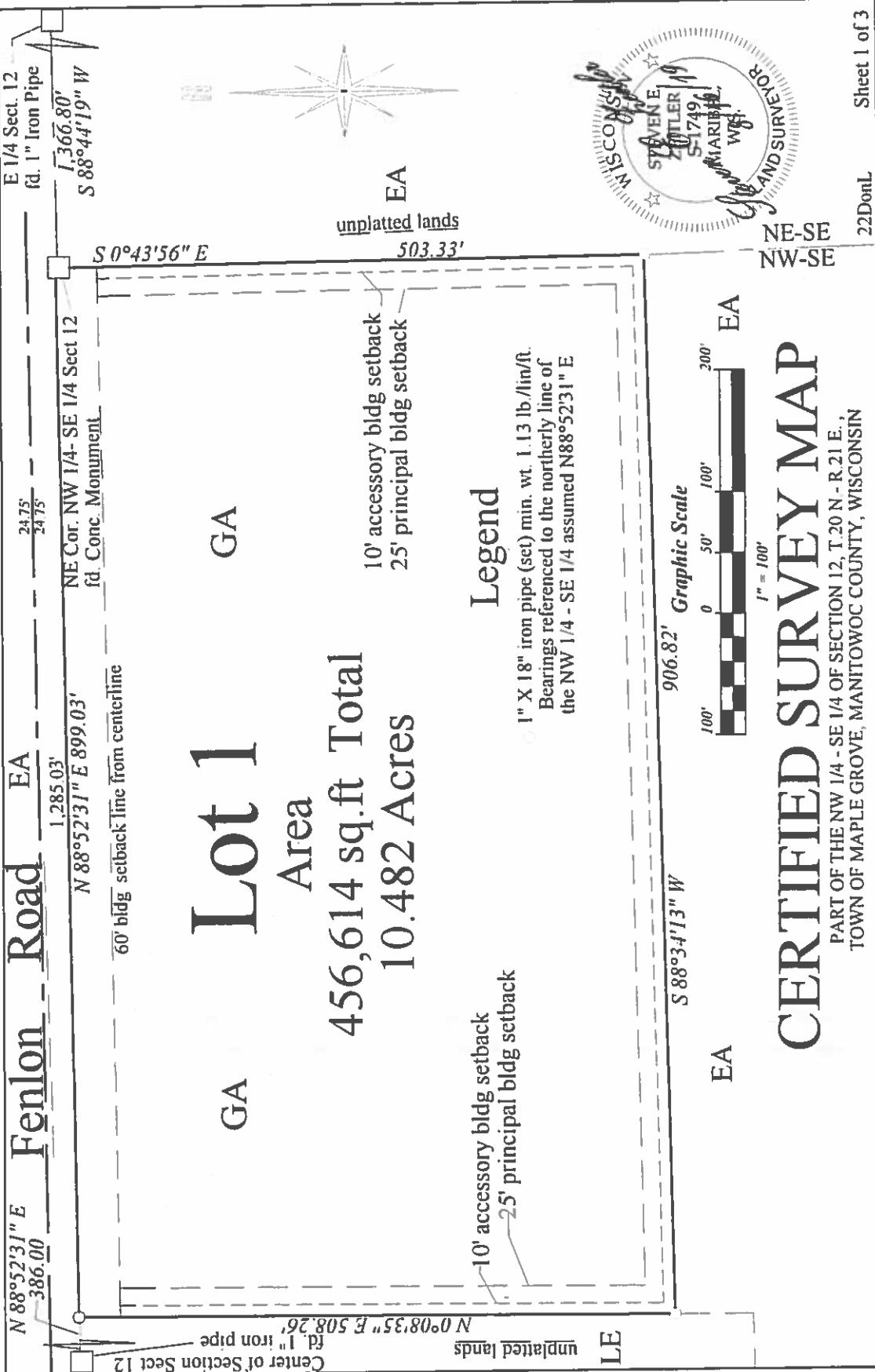
6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36



Legend

- Proposed Zone Change
- Zoning Line
- Lot Line
- Water Way
- Section Line





CERTIFIED SURVEY MAP

PART OF THE NW 1/4 - SE 1/4 OF SECTION 12, T.20 N. - R.21 E.,
TOWN OF MAPLE GROVE, MANITOWOC COUNTY, WISCONSIN

Surveyors Certificate:

I, Steven E. Zeitler, Professional Land Surveyor, do hereby certify that I have surveyed, divided, and mapped the land described hereon; that I have made such survey and map by the direction of the owners listed hereon; and that I have complied with the provisions of Chapter 236 Section 236.34 of the Wisconsin Statutes, the Town of Maple Grove, and the Manitowoc County Planning Commission in surveying, dividing and mapping the hereon described parcel of land and that the map hereon is a true and correct representation of the survey.

Steven E. Zeitler 8/16/19

Steven E. Zeitler RLS # 1749 Date



DESCRIPTION

Part of the Northwest 1/4 of the Southeast 1/4, Section 12, T.20 N. - R. 21 E.,
Town of Maple Grove, Manitowoc County, Wisconsin described as;

Commencing at the East 1/4 Corner of Section 12; thence along the
northerly line of the SE 1/4 Souh 88°44'19" West 1,366.80 feet to a found
Manitowoc County Monument being the point of beginning;

thence South 0°43'56" East 503.33 feet; thence South 88°34'13" West 906.82
feet; thence North 0°08'35" East 508.26 feet; thence North 88°52'31" East
899.03 feet to the point of beginning and containing 10.482 acres.

CERTIFIED SURVEY MAP

PART OF THE NW 1/4 - SE 1/4 OF SECTION 12, T.20 N - R.21 E.,
TOWN OF MAPLE GROVE, MANITOWOC COUNTY, WISCONSIN

OWNERS CERTIFICATE:

As Owner', we hereby certify that we caused the land described on this map to be surveyed, divided, mapped and dedicated as represented hereon; We also certify that this Certified Survey Map is required to be submitted to the Town of Maple Grove, and the Manitowoc County Planning Commission, for approval or objection in accordance with current Land Subdivision Ordinances.

Donald B. Lorrigan

Mary Tisler - Individually

Joan O'Leary
(Mary Tisler- Attorney-in-fact)

Ann Willman
(Mary Tisler- Attorney-in-fact)

Diane Lorrigan f/k/a Diane Dirkman
(Mary Tisler- Attorney-in-fact)

Brady M Lorrigan
(Mary Tisler- Attorney-in-fact)

Thomas Lorrigan
(Mary Tisler- Attorney-in-fact)

Judith Eichhorst
(Mary Tisler- Attorney-in-fact)

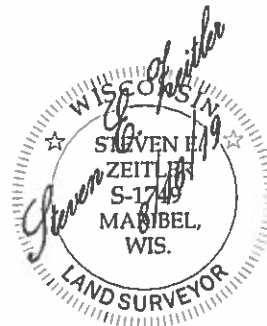
John Lorrigan
(Mary Tisler- Attorney-in-fact)

STATE OF WISCONSIN) ss
MANITOWOC COUNTY)

Personally came before me this _____ day of _____,
2022 the above named owners, to me known to be the persons
who executed the foregoing instrument and acknowledge the
same.

Notary Public

Steven E. Zeitler
My commission expires 1/14/26



ORDINANCE AMENDING ZONING MAP
(George and Angela Mueller)

TO THE MANITOWOC COUNTY BOARD OF SUPERVISORS:

1 WHEREAS, the Planning and Park Commission, after providing the required notice, held
2 a public hearing on a petition for a zoning ordinance amendment on February 27, 2023; and
3

4 WHEREAS, the Planning and Park Commission, after a careful consideration of testimony
5 and an examination of the facts, recommends that the petition be approved for the reasons stated
6 in the attached report;
7

8 NOW, THEREFORE, the county board of supervisors of the county of Manitowoc does
9 ordain as follows:
10

11 A tract of land located in the NW¼ of the NW¼ of Section 2, T. 20 N., R. 24 E., Town of
12 Two Rivers, Manitowoc County, Wisconsin, described as follows:
13

14 Commencing at the Northwest Corner of said Section 2; thence S 89°35'37" E along
15 the section line a distance of 775.62 feet to the point of real beginning; thence
16 continue S 89°35'37" E along said section line a distance of 548.22 feet; thence
17 S 00°10'33" E a distance of 438.17 feet; thence N 89°35'38" W a distance of 602.43
18 feet; thence N 07°54'02" E a distance of 381.41 feet to the southerly right of way
19 of CTH "V"; thence N 00°24'23" E a distance of 60.00 feet to the point of real
20 beginning, said tract containing approximately 5.76 acres or 250,584 square feet of
21 land more or less and is hereby rezoned from Exclusive Agriculture (EA) District
22 to Large Estate (LE) Residential District.

Dated this 21st day of March 2023.

Respectfully submitted by the
Planning and Park Commission

James Falkowski, Chair

FISCAL IMPACT: None.

FISCAL NOTE: Reviewed and approved by Finance Director. _____

LEGAL NOTE: Reviewed and approved as to form by Corporation Counsel. 

COUNTERSIGNED: _____
Tyler Martell, County Board Chair Date

APPROVED: _____
Bob Ziegelbauer, County Executive Date

This report, recommendation, Ordinance, proof of publication, attached map, and the fact sheet are hereby presented in accordance with Section 59.69(5)(e)4 Wisconsin Statutes.

George & Angela Mueller, on January 26, 2023, petitioned the Manitowoc County Board of Supervisors to rezone approximately 5.75 acres of land located in the NW1/4, NW1/4, Section 2, T20N-R24E, Town of Two Rivers, from EA, Exclusive Agriculture to LE, Large Estate.

The Town of Two Rivers adopted the Manitowoc County Zoning Ordinance on January 9, 2012. The uses permitted in the LE, Large Estate zoning provides areas for single-family residential and planned residential developments on large lots while allowing for agricultural activity in mostly rural areas of the county with a minimum lot size of 5.0 acres.

1. Action taken to date on this request includes:

- a. George & Angela Mueller petitioned for a zoning map amendment on January 26, 2023.
- b. The petition was referred from the County Clerk to the County Planning and Park Commission for a hearing and recommendation.
- c. The public hearing notices were published in the Herald-Times-Reporter on February 14, 2023 and on February 20, 2023.
- d. The County Planning and Park Commission held a public hearing on this amendment request on February 27, 2023.
- e. The Commission at their February 27, 2023 meeting recommended approval of a requested rezoning of approximately 5.75 acres of land located in the NW1/4, NW1/4, Section 2, T20N-R24E, Town of Two Rivers, from EA, Exclusive Agriculture to LE, Large Estate.

2. Existing conditions relating to land use, zoning, and natural resources are summarized on the accompanying zone change fact sheet.

3. Testimony at the hearing is summarized as follows:

- a. Mr. Tim Ryan, Director, reviewed the Commission Agenda Commentary.
- b. Mr. & Mrs. George Mueller, owners, spoke in favor of the rezone.

The County Planning and Park Commission made the following findings from testimony at the hearing, the rezoning fact sheet, staff analysis, and discussions at the public hearing and meeting.

1. The area to be considered for rezoning meets past criteria set by the Commission for rezoning land from the EA, Exclusive Agriculture District.
2. The Two Rivers Town Board supports the proposed zone change to LE, Large Estate.
3. The area is wooded and no farmland is affected by the proposed request.

RECOMMENDATION

The County Planning and Park Commission determined from testimony at the public hearing, from the zone change fact sheets and maps, and from the staff analysis, that the public health, safety and general welfare would be safeguarded and substantial justice done, if the request of George & Angela Mueller to rezone approximately 5.75 acres of land from EA, Exclusive Agriculture to LE, Large Estate were approved.

The Manitowoc County Planning and Park Commission, at its February 27, 2023 meeting, therefore by a unanimous vote recommended that the subject property (an approximately 5.75 acres of land located in the NW1/4, NW1/4, Section 2, T20N-R24E, Town of Two Rivers, more fully described in the accompanying proposed ordinance amendment) be recommended for rezoning from EA, Exclusive Agriculture to LE, Large Estate.

MANITOWOC COUNTY ZONING MAP AMENDMENT CHECKLIST

GENERAL ZONING PRINCIPLES

- ☐ IS THE PROPOSED ZONING MAP AMENDMENT CONSISTENT WITH AND IN ACCORDANCE WITH THE COUNTY'S:
 - 1. LAND USE PLAN?
 - 2. FARMLAND PRESERVATION PLAN?
 - 3. OTHER LOCAL UNITS PLANS?
- ☐ HAS THERE BEEN A SUBSTANTIAL CHANGE IN CONDITIONS SINCE THE LAND WAS ORIGINALLY ZONED TO WARRANT THE PROPOSED AMENDMENT?
- ☐ WAS THE SUBJECT PROPERTY INCORRECTLY ZONED INITIALLY?
- ☐ DOES THE DECISION TO RECOMMEND APPROVAL OR DENIAL REPRESENT THE COMMISSION'S/COMMISSIONER'S WILL OR DOES IT REPRESENT ITS JUDGMENT?
- ☐ IS THE PROPOSED AMENDMENT IN THE BEST INTEREST OF THE COMMUNITY PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE?
- ☐ WILL THE PROPOSED REZONING BE COMPATIBLE WITH NEIGHBORHOOD PROPERTIES **AND** WILL IT NOT ADVERSELY AFFECT THE VALUE OF SUCH ADJACENT LAND?
- ☐ IS THE SUBJECT PROPERTY ECONOMICALLY FEASIBLE TO DEVELOP OR USE UNDER THE CURRENT ZONING?
- ☐ ARE THERE ADEQUATE SITES ELSEWHERE THAT ARE ZONED APPROPRIATELY FOR THE PROPOSED USE?
- ☐ DOES THE PROPOSED ZONING MAP AMENDMENT CONSTITUTE SPOT ZONING?
- ☐ HAVE ALL USES THAT ARE PERMITTED UNDER THE PROPOSED ZONING DISTRICT BEEN CONSIDERED RATHER THAN JUST THE USE THAT IS BEING PROPOSED BY THE APPLICANT?
- ☐ DOES THE PROPOSED AMENDMENT (IF OUT OF EA, EXCLUSIVE AGRICULTURE) MEET THE STATUTORY AND COMMISSION POLICY FINDINGS?
- ☐ OBJECTIONS FROM TOWN OR OTHER INTERESTED PARTIES?
- ☐ CITIZEN SUPPORT/OBJECTION?

SHORELAND FLOODPLAIN ZONING ORDINANCE PRINCIPLES

- ☐ IS THE PROPOSED LOCATION FOR THE PROPOSED USE WITHIN THE AREAS IDENTIFIED AS:
 - FLOODPLAIN
 - WETLAND
 - FLOODWAY
 - SHORELAND
- ☐ DOES THE PROPOSED CONSTRUCTION MEET THE STATE'S AND COUNTY'S STANDARDS:
 - PERMITTED ACCESSORY OR CONDITIONAL USE
 - SHORELINE VEGETATION REMOVAL
 - MINIMUM SETBACK FROM WATERWAY
 - MINIMUM LOT SIZE AND WIDTH
 - STANDARDS FOR FILLING, GRADING & EXCAVATION



COUNTY OF MANITOWOC COUNTY CLERK

1010 South 8th St., Ste. 115
Manitowoc, WI 54220

Jessica Backus
Manitowoc County Clerk

Telephone: (920) 683-4004
Email: jessicabackus@manitowoccountywi.gov

February 13, 2023

Tim Ryan, Director
Planning & Park Commission
4319 Expo Dr., P.O. Box 935
Manitowoc, WI 54220-0935

and

Manitowoc County Supervisor Denise J. Heller
Supervisory District 22

ATTN: Tim Ryan and Supervisor Heller

We enclose a copy of the following petition for an amendment to Manitowoc County's Zoning Ordinance Use Regulations as filed in this office:

Name of Owner:
George & Angela Mueller
2205 E CTH V
Mishicot, WI 54228

Township:
Two Rivers

Agent
James C. Belongia, PLS
1117 Philippen Street
Manitowoc, WI 54220

This notice is made in compliance with Section 59.69(5)(e)(1) of the Wisconsin Statutes.
A report of the above petition will be made to the County Board at its next succeeding meeting.

Sincerely,

Jessica Backus

Jessica Backus
Manitowoc County Clerk



Manitowoc County
Planning and Park Commission

Fee (\$505) Received ☒
Receipt # 40374

ZONING MAP AMENDMENT APPLICATION

MANITOWOC COUNTY
RECEIVED

JAN 26 2023

PLANNING & PARK
COMMISSION

Date of Application:

OWNER / APPLICANT/ AGENT

Owner

GERNOD + ANGELA MUELLE

Applicant/Agent

JAMES C BELONGIA, PLS

Address (1)

2205 E CTH V

Address (1)

1117 PHILIPPIEN STREET

Address (2)

-

Address (2)

-

City/State/Zip

MISHAUCOT, WI, 54228

City/State/Zip

MANITOWOC, WI, 54220

Phone

920-901-9462

Phone

920-684-4237

PROPERTY LEGAL DESCRIPTION

NW ^{1/4}, NW ^{1/4}, S Z T 20 N R 24 E Town of TWO RIVERS

House /Fire #

N/A

Tax Number

01810200600000

PROPERTY INFORMATION

Existing Zoning District

EA

Proposed Zoning district

LE

Please include an air photo identifying the proposed area with dimensions or a description of the area proposed for rezoning including acreage:

Proposed use: (Reason for change)

WANT TO PASS LAND TO SON

Return to:
Manitowoc County
Planning and Park Commission
4319 Expo Drive, PO Box 935
Manitowoc, WI 54220-0935
(920) 683-4185

Signature (applicant, owner, agent) Date

Signature (applicant, owner, agent) Date

MANITOWOC COUNTY

ZONING MAP AMENDMENT FACT SHEET

(Manitowoc County, Town of Two Rivers from EA to LE)

PETITIONER

Name: George & Angela Mueller
Address: 2205 E CTH V
Mishicot WI 54228
Town: Two Rivers

PARCEL

Location: NW1/4, NW1/4, Section 2, T20N-R24E
Tax#: 018-102-006-000.00
Area: 5.75 acres

ACTION TO DATE

Petition Submitted: 1/26/2023
Town Action: Approved February 13, 2023
Hearing Notice Published: 2/14/2023 & 2/20/2023
Advisory: 2/27/2023
Hearing: 2/27/2023

ADJACENT USES & ZONING

Direction:	District:	Use:
North	EA	Farmland
South	EA	Woodland/Farmland
East	EA	Woodland
West	EA	Farmland

PARCEL USES & ZONING

Existing Zoning District: EA, Exclusive Agriculture
Existing Land Use: Woodland
Proposed Zoning District: LE, Large Estate
Proposed Use: Sell off wooded lot to son

MAP INFORMATION

Farmland Preservation Designation:
Farmland Preservation
Soil Type: McB
Air Photo Date: 04/2020

OTHER CONSIDERATIONS

Drainage: Somewhat poorly drained
Soil Limitations: Severe – Percs Slowly
Sewage Disposal: Private Onsite Wastewater Treatment
Road Access: E CTH V

Soil Test: N/A
Terrain: 0 to >12 Percent Slopes
Vegetative Cover: Woodland

Town Future Land Use Designation: Woodlands/Natural Area

Encouraging the preservation of woodlands and valuable open spaces within the Town of Two Rivers. Benefits of preserving woodlands include maintaining/improving wildlife habitat and recreation opportunities, restoration of clean water resources, erosion prevention, etc. Woodlands should not be developed with great densities. Utilizing unique development options such as clustering can help maintain the continuity of woodlands. Preserve large natural areas and/or features to enhance and retain buffers between incompatible uses while maintaining scenic views of the town.

County Future Land Use Designation: Woodlands/Natural Areas

Woodlands are a valuable natural resource, providing a host of benefits. Trees filter air and water, serve as buffers between land uses, provide wildlife habitat and areas for passive recreation.

TOWN OF TWO RIVERS
7650 C.T.H. "O"
TWO RIVERS, WI 54241

February 13th, 2023

Mr. Tim Ryan
Planning & Park Commission
Manitowoc County Planning and Zoning
P.O.Box 935
Manitowoc, WI 54221-0935

RE: REQUEST OF REZONING FOR SPLIT PARCEL
PROPERTY OWNER: GEORGE MUELLER
PARCEL: 018-102-006-000.00

Mr. Ryan:

Please be advised the Board of Supervisors of the Town of Two Rivers, has no objection to a change in the zoning for a 5.75 acre parcel as indicated on map to be split from full parcel currently owned by George Mueller from EA to LE. We understand that the balance of the acreage will remain as EA.

At the meeting of Town Supervisors held on February 13, 2023, after appearance by Mr. Mueller, reviewing the documentation and discussion, a motion was made, seconded and carried unanimously to support this rezoning application in the Town of Two Rivers and encourages the Planning and Zoning Board to approve and grant the rezoning also.

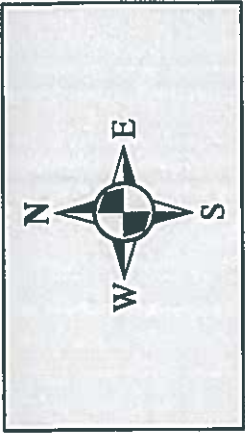
This letter serves as our record of support and approval for your files.

Thank you for your consideration in this matter.

Sincerely,



Bonnie Timm
Clerk/Treasurer



George & Angela Mueller
 NW 1/4, NW 1/4
 Section 2, T20N-R24E
 Town of Two Rivers
 From: EA To: LE
 Approximately 5.76 acre(s)
-87.596, 44.240

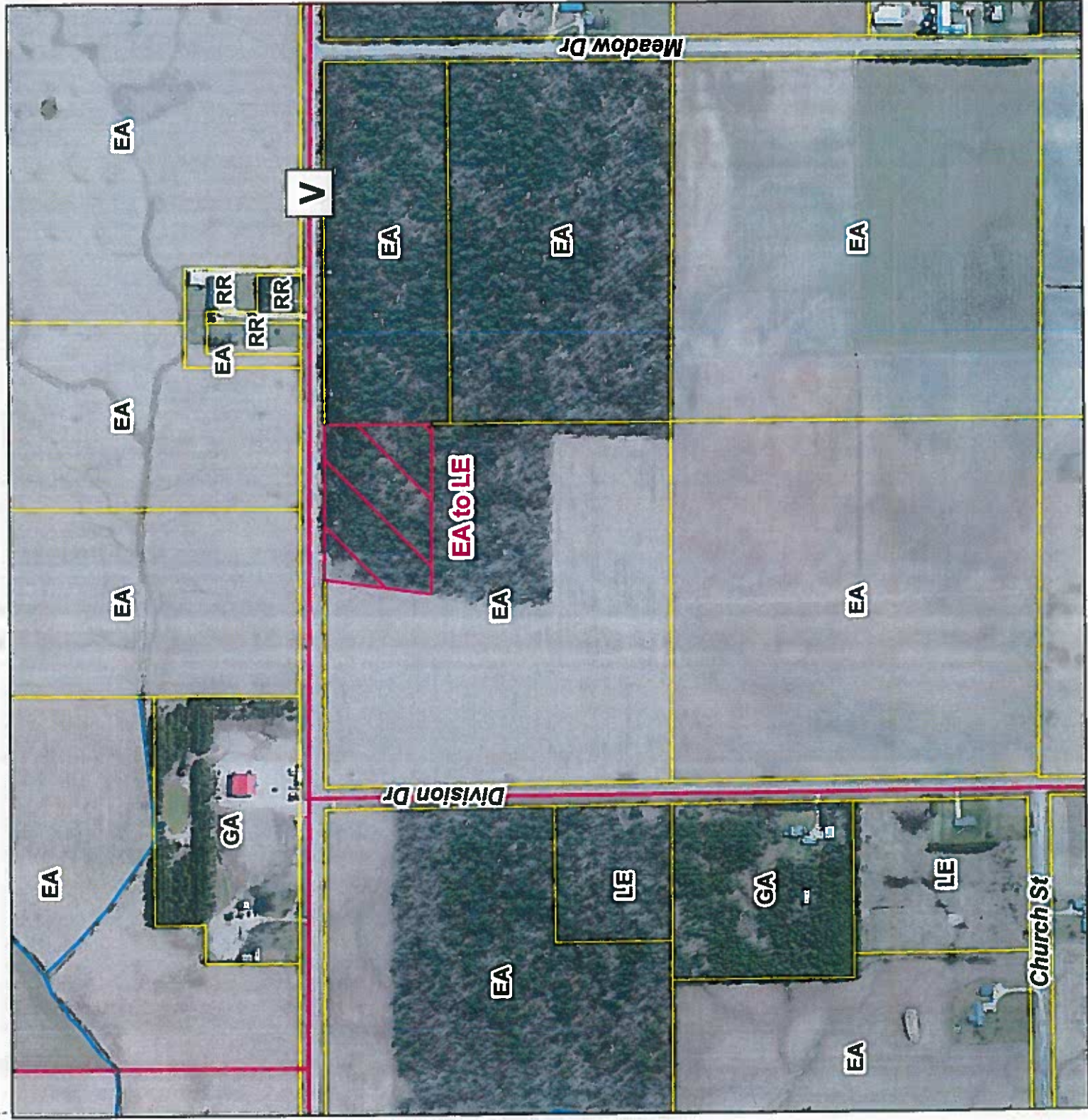
Map Overview

Mishicot		Two Rivers	
30	29	28	
36	31	32	33
6	5	4	3
7	8	9	10
17	16	15	14
20	21	22	23
29	28	27	26
32	33	34	35
3	2	1	6



Legend

- Proposed Zone Change
- Section line
- Zoning_lines
- Lot Line
- Water Way



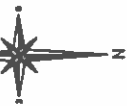
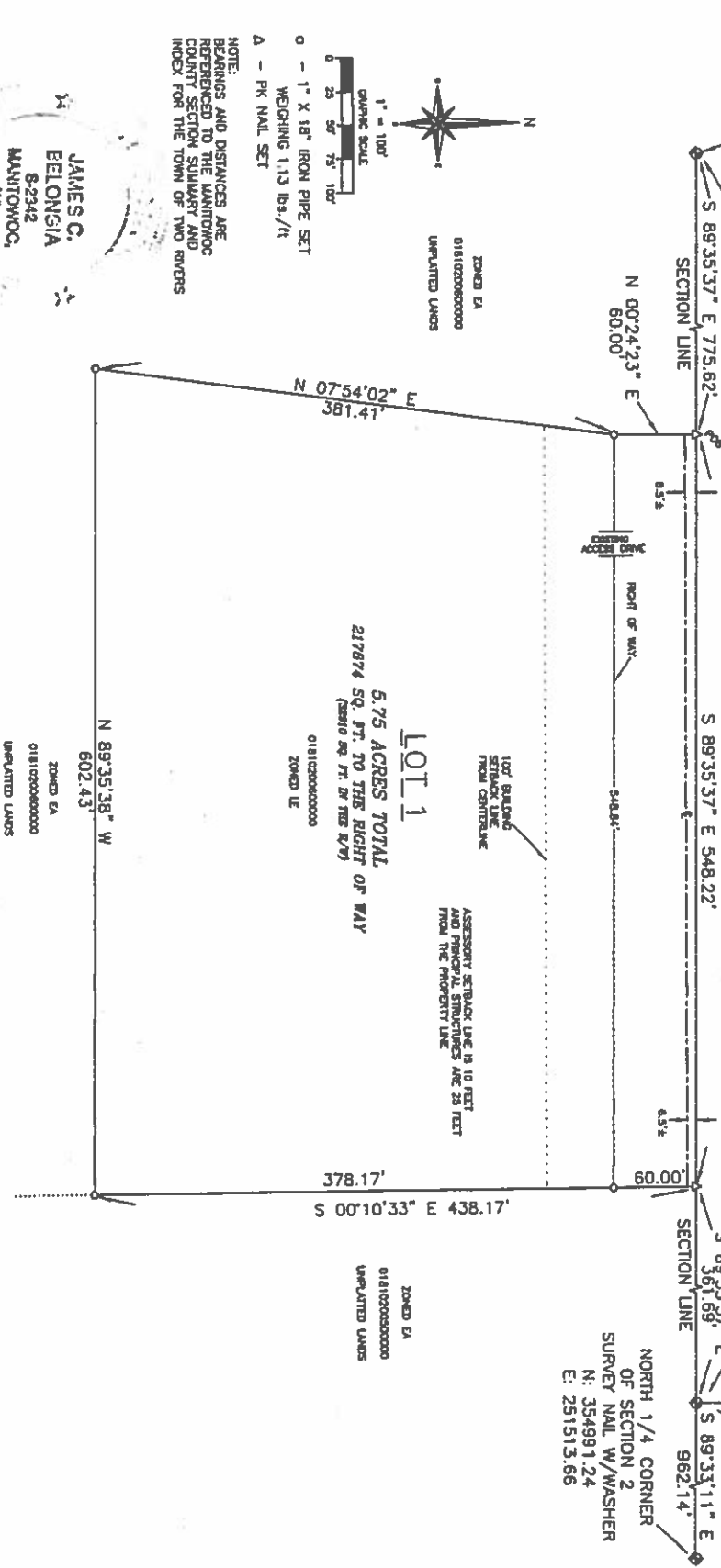
NORTHWEST CORNER
OF SECTION 2
2" IRON PIPE
WITH ALUMINUM CAP
N: 355010.70
E: 248866.06

CERTIFIED SURVEY MAP LOCATED IN THE NW 1/4 OF THE NW 1/4
OF SECTION 2, T. 20 N., R. 24 E, TOWN OF TWO RIVERS,
MANITOWOC COUNTY, WISCONSIN

S 89°35'37" E 1685.53'
CTH W

SOUTH 1/4 CORNER
OF SECTION 33
T. 21 N., R. 24 E.
EXISTING PK NAIL
N: 354998.75
E: 250551.55

NORTH 1/4 CORNER
OF SECTION 2
SURVEY NAIL W/WASHER
N: 354991.24
E: 251513.66



- o - 1" X 18" IRON PIPE SET
WEIGHING 1.13 lbs./ft
- Δ - PK NAIL SET

NOTE:
BEARINGS AND DISTANCES ARE
REFERENCED TO THE MANITOWOC
COUNTY SECTION SURVEY AND
INDEX FOR THE TOWN OF TWO RIVERS



Dated 12-8-2022

James C. Belongia
James C. Belongia, PLS S-2342

**RESOLUTION AUTHORIZING MANITOWOC COUNTY TO ENTER
INTO SETTLEMENT AGREEMENTS WITH TEVA
PHARMACEUTICAL INDUSTRIES LTD., ALLERGAN FINANCE, LLC,
WALGREEN CO., WALMART, INC., CVS HEALTH CORPORATION
AND CVS PHARMACY, INC., AGREEING TO THE TERMS OF THE
ADDENDUM TO THE MOU ALLOCATING SETTLEMENT PROCEEDS,
AND AUTHORIZING ENTRY INTO THE MOU WITH THE ATTORNEY
GENERAL**

TO THE MANITOWOC COUNTY BOARD OF SUPERVISORS:

1 WHEREAS, the county board of supervisors of the county of Manitowoc previously
2 authorized Manitowoc County to enter into an engagement agreement with von Briesen & Roper,
3 s.c., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the "Law Firms") to pursue
4 litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the
5 "Opioid Defendants") in an effort to hold the Opioid Defendants financially responsible for
6 Manitowoc County's expenditure of vast money and resources to combat the opioid epidemic; and
7

8 WHEREAS, on behalf of Manitowoc County, the Law Firms filed a lawsuit against the
9 Opioid Defendants; and
10

11 WHEREAS, the Law Firms filed similar lawsuits on behalf of 66 other Wisconsin counties
12 and all Wisconsin cases were coordinated with thousands of other lawsuits filed against the same
13 or substantially similar parties as the Opioid Defendants in the Northern District of Ohio, captioned
14 In re: Opioid Litigation, MDL 2804 (the "Litigation"); and
15

16 WHEREAS, four (4) additional Wisconsin counties (Milwaukee, Dane, Waukesha, and
17 Walworth) hired separate counsel and joined the Litigation; and
18

19 WHEREAS, since the inception of the Litigation, the Law Firms have coordinated with
20 counsel from around the country (including counsel for Milwaukee, Dane, Waukesha, and
21 Walworth Counties) to prepare Manitowoc County's case for trial and engage in extensive
22 settlement discussions with the Opioid Defendants; and
23

24 WHEREAS, the settlement discussions with Teva Pharmaceutical Industries Ltd., Allergan
25 Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, Inc.,
26 (the "Settling Defendants") resulted in a tentative agreement as to settlement terms pending
27 agreement from Manitowoc County and other plaintiffs involved in the Litigation; and
28

29 WHEREAS, copies of the various settlement agreements relating to the Settling
30 Defendants (collectively "Settlement Agreements") are available at
31 <https://nationalopioidsettlement.com> and the Subdivision and Special District Settlement
32 Participation Form is attached to this Resolution as *Exhibit A*; and
33

34 WHEREAS, an “Executive Summary of National Opioid Settlements” is attached to the
35 Resolution as *Exhibit B*; and
36

37 WHEREAS, the Settlement Agreements provide, among other things, for the payment of
38 certain sums to Participating Subdivisions (as defined in the Settlement Agreements) upon the
39 occurrence of certain events detailed in the Settlement Agreements; and
40

41 WHEREAS, Manitowoc County is a Participating Subdivision in the Settlement
42 Agreements and has the opportunity to participate in the benefits associated with the Settlement
43 Agreement provided the County: (a) approves the Settlement Agreements; (b) approves the
44 Memorandum of Understanding allocating proceeds from the Settlement Agreements among the
45 various Wisconsin Participating Subdivisions as amended by the Addendum to Wisconsin Local
46 Government Memorandum of Understanding, a copy of which is attached to this Resolution as
47 *Exhibit C* (collectively the “Allocation MOU”); (c) approves the Memorandum of Understanding
48 with the Wisconsin Attorney General regarding allocation of settlement proceeds, a copy of which
49 is attached to this Resolution as *Exhibit D* (the “AG MOU”); and (d) the Legislature’s Joint
50 Committee on Finance approves the terms of the Settlement Agreements and the AG MOU; and
51

52 WHEREAS, the Law Firms previously engaged in extensive discussions with counsel for
53 all other Wisconsin Participating Subdivisions resulting in the Allocation MOU, which is an
54 agreement between all of the entities identified in the Allocation MOU as to how the proceeds
55 payable to those entities under the Settlement Agreements will be allocated; and
56

57 WHEREAS, the proposed Addendum to Wisconsin Local Government Memorandum of
58 Understanding (“Addendum”) provides for allocation of settlement proceeds among the Wisconsin
59 Participating Subdivisions according to the same percentages as that provided in the previously-
60 approved Allocation MOU allocating the settlement proceeds of the settlements involving
61 McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson &
62 Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen
63 Pharmaceutica, Inc.; and
64

65 WHEREAS, 2021 Wisconsin Act 57 created Section 165.12 of the Wisconsin Statutes
66 relating to the settlement of all or part of the Litigation; and
67

68 WHEREAS, pursuant to Wis. Stat. § 165.12(2), the Legislature’s Joint Committee on
69 Finance is required to approve the Settlement Agreements and the AG MOU; and
70

71 WHEREAS, pursuant to Wis. Stat. § 165.12(2), the proceeds from any settlement of all or
72 part of the Litigation are distributed 70% to local governments in Wisconsin that are parties to the
73 Litigation and 30% to the State; and
74

75 WHEREAS, Wis. Stat. § 165.12(4)(b)2. provides the proceeds from the Settlement
76 Agreement must be deposited in a segregated account (the “Opioid Abatement Account”) and may
77 be expended only for approved uses for opioid abatement as provided in the Settlement
78 Agreements; and
79

80 WHEREAS, Wis. Stat. § 165.12(7) bars claims from any Wisconsin local government
81 against the Opioid Defendants filed after June 1, 2021; and
82

83 WHEREAS, the definition of Participating Subdivisions in the Settlement Agreements
84 recognizes a statutory bar on claims such as that set forth in Wis. Stat. § 165.12(7) and, as a result,
85 the only Participating Subdivisions in Wisconsin are those counties and municipalities that were
86 parties to the Litigation (or otherwise actively litigating a claim against one, some, or all of the
87 Opioid Defendants) as of June 1, 2021; and
88

89 WHEREAS, the Legislature's Joint Committee on Finance is not statutorily authorized or
90 required to approve the allocation of proceeds of the Settlement Agreements among Wisconsin
91 Participating Subdivisions; and
92

93 WHEREAS, Manitowoc County, by this Resolution, shall deposit the proceeds of the
94 Settlement Agreements consistent with the terms of this Resolution and Wis. Stat. § 165.12(4)(b);
95 and
96

97 WHEREAS, pursuant to Manitowoc County's engagement agreement with the Law Firms,
98 the County shall pay up to an amount equal to 25% of the proceeds from successful resolution of
99 all or part of the Litigation, whether through settlement or otherwise, plus the Law Firms' costs
100 and disbursements, to the Law Firms as compensation for the Law Firms' efforts in the Litigation
101 and any settlement; and
102

103 WHEREAS, the Law Firms anticipate making application to the national fee fund
104 established in the Settlement Agreements seeking payment, in whole or part, of the fees, costs, and
105 disbursements owed the Law Firms pursuant to the engagement agreement with Manitowoc
106 County; and
107

108 WHEREAS, it is anticipated the amount of any award from the fee fund established in the
109 Settlement Agreements will be insufficient to satisfy Manitowoc County's obligations under the
110 engagement agreement with the Law Firms; and
111

112 WHEREAS, Manitowoc County, by this Resolution, and pursuant to the authority granted
113 the County in the applicable Order emanating from the Litigation in relation to the Settlement
114 Agreements and payment of attorney fees, shall authorize and direct the escrow agent responsible
115 for the receipt and distribution of the proceeds from the Settlement Agreements to establish an
116 account for the purpose of segregating funds to pay the fees, costs, and disbursements of the Law
117 Firms owed by Manitowoc County (the "Attorney Fees Account") in order to fund a local
118 "backstop" for payment of the fees, costs, and disbursements of the Law Firms; and
119

120 WHEREAS, in no event shall payments to the Law Firms out of the Attorney Fees Account
121 and the fee fund established in the Settlement Agreements exceed an amount equal to 25% of the
122 amounts allocated to Manitowoc County in the Addendum; and
123

124 WHEREAS, the intent of this Resolution is to authorize Manitowoc County to enter into
125 the Settlement Agreements, the Addendum, and the AG MOU, establish the County's Opioid
126 Abatement Account, and establish the Attorney Fees Account; and
127

128 WHEREAS, Manitowoc County, by this Resolution, shall authorize the County's
129 corporation counsel to finalize and execute any escrow agreement and other document or
130 agreement necessary to effectuate the Settlement Agreements and the other agreements referenced
131 herein;
132

133 NOW, THEREFORE, BE IT RESOLVED that the county board of supervisors of the
134 county of Manitowoc hereby approves:
135

136 1. The execution of the Settlement Agreements and any and all documents ancillary
137 thereto and authorizes the corporation counsel or designee to execute same.
138

139 2. The final negotiation and execution of the Addendum in form substantially similar
140 to that presented with this Resolution and any and all documents ancillary thereto and authorizes
141 the corporation counsel or designee to execute same upon finalization provided the percentage
142 share identified as allocated to Manitowoc County is substantially similar to that identified in the
143 Addendum provided to the Board with this Resolution.
144

145 3. The final negotiation and execution of the AG MOU in form substantially similar
146 to that presented with this Resolution and any and all documents ancillary thereto and authorizes
147 the corporation counsel or designee to execute same.
148

149 4. The execution by the corporation counsel or designee of any additional documents
150 or agreements for the receipt and disbursement of the proceeds of the Settlement Agreements as
151 referenced in the Addendum.
152

153 and
154

155 BE IT FURTHER RESOLVED all proceeds from the Settlement Agreements not
156 otherwise directed to the Attorney Fees Account shall be deposited in Manitowoc County's Opioid
157 Abatement Account. The Opioid Abatement Account shall be administered consistent with the
158 terms of this Resolution, Wis. Stat. § 165.12(4), and the Settlement Agreements; and
159

160 BE IT FURTHER RESOLVED Manitowoc County hereby authorizes the establishment of
161 an account separate and distinct from any account containing funds allocated or allocable to the
162 County which shall be referred to by Manitowoc County as the "Attorney Fees Account." An
163 escrow agent shall deposit a sum equal to up to, but in no event exceeding, an amount equal to
164 20% of Manitowoc County's proceeds from the Settlement Agreements into the Attorney Fees
165 Account. If the payments to Manitowoc County are not enough to fully fund the Attorney Fees
166 Account as provided herein because such payments are made over time, the Attorney Fees Account
167 shall be funded by placing up to, but in no event exceeding, an amount equal to 20% of the proceeds
168 from the Settlement Agreements attributable to Local Governments (as that term is defined in the
169 Allocation MOU) into the Attorney Fees Account for each payment. Funds in the Attorney Fees

Account shall be utilized to pay the fees, costs, and disbursements owed to the Law Firms pursuant to the engagement agreement between Manitowoc County and the Law Firms provided, however, the Law Firms shall receive no more than that to which they are entitled under their fee contract when considering the amounts paid the Law Firms from the fee fund established in the Settlement Agreements and allocable to Manitowoc County. The Law Firms may make application for payment from the Attorney Fees Account at any time and Manitowoc 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; and

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


Dated this 21st day of March 2023.

Respectfully submitted by the
Executive Committee

Tyler Martell, Chair

FISCAL IMPACT: Undeterminable. Under the terms of the agreements resolved herein, Manitowoc County is to receive approximately \$2,525,462 less an unknown amount in attorneys' fees.

FISCAL NOTE: Reviewed and approved by Finance Director. _____

LEGAL NOTE: This resolution amends the budget and requires a two-thirds vote of the entire county board. Reviewed and approved as to form by Corporation Counsel. 

APPROVED:

Bob Ziegelbauer, County Executive

Date

EXHIBIT K
Subdivision and Special District Settlement Participation Form

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

☐ Yes ☐ No

Governmental Entity: Manitowoc County	State: WI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

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



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

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



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

Signature: _____

Name: _____

Title: _____

Date: _____



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Manitowoc County	State: WI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

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



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

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

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

☐ Yes ☐ No

Governmental Entity: Manitowoc County	State: WI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



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

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

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

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

☐ Yes ☐ No

Governmental Entity: Manitowoc County	State: WI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



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

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

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation Form**

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

☐ Yes ☐ No

Governmental Entity: Manitowoc County	State: WI
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioiddsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

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



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

Signature: _____

Name: _____

Title: _____

Date: _____



Executive Summary of National Opioid Settlements

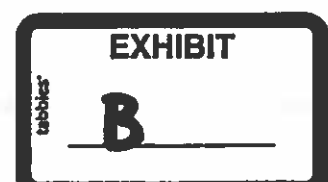
[2.03.2023. Subject to ongoing corrections and updates]

In 2021, nationwide settlements were reached to resolve all opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors—McKesson, Cardinal Health, and AmerisourceBergen (“Distributors”)—and against manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”). These “2021 National Settlements” have been finalized, and payments have already begun. In all, the Distributors will pay up to \$21 billion over 18 years, and J&J will pay up to an additional \$5 billion over no more than nine years.

In late 2022, agreements were announced with three pharmacy chains—CVS, Walgreens, and Walmart—and two additional manufacturers—Allergan and Teva. In January 2023, each of those pharmacy chains and manufacturers confirmed that a sufficient number of states had agreed to the settlements to move forward. As with the 2021 National Settlements, states and local governments that want to participate in the 2022 National Settlements now will have the opportunity to “opt in.” The greater the level of subdivision participation, the more funds will ultimately be paid out for abatement. Assuming maximum participation, the 2022 National Settlements require:

- Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or \$240 million of cash in lieu of product, as each state may elect;
- Allergan to pay up to \$2.02 billion over 7 years;
- CVS to pay up to \$4.90 billion over 10 years;
- Walgreens to pay up to \$5.52 billion over 15 years;
and
- Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within 6 years.

(These figures include amounts attributable to prior settlements between the Defendants and certain states/subdivisions and amounts for attorneys’ fees and costs.)



Under both the 2021 and 2022 National Settlements, at least 85% of the funds going directly to participating states and subdivisions must be used for abatement of the opioid epidemic, with the overwhelming bulk of the proceeds restricted to funding future abatement efforts by state and local governments.

In addition to providing billions of dollars for abatement, the settlements also impose changes in the way the settling defendants conduct their business. For example:

- The Distributors will create a groundbreaking clearinghouse through which they will be required to account not only for their own shipments, but also the shipments of the other distributors, in order to detect, stop, and report suspicious opioids orders;
- J&J (which ceased marketing Opioids in 2015 and ceased selling Opioids in 2020) will not market or sell any opioid products in the next ten years and has agreed to cease lobbying concerning prescription opioids for ten years;
- Teva and Allergan have agreed to strict limitations on their marketing, promotion, sale, and distribution of opioids, including a ban on: (1) promotion and lobbying; (2) rewarding or disciplining employees based on volume of opioid sales; and (3) funding or grants to third parties; and
- Walmart, CVS, and Walgreens are required to implement changes in how they handle opioids, including requirements addressing their compliance structures, pharmacist judgment, diversion prevention, suspicious order monitoring, and reporting on red-flag processes, as well as blocked and potentially problematic prescribers.

The 2021 and 2022 National Settlements are the culmination of many years of intense negotiations among representatives of the State Attorneys General, the court-appointed Plaintiffs' Executive Committee and Negotiation Committee, which are comprised of lawyers in the National Prescription Opiate MDL who represent subdivisions, and counsel to the Settling Defendants. These negotiations were facilitated by Judge Dan Polster (who oversees the federal MDL litigation), by the Special Masters appointed by the MDL Court, and by experienced, neutral mediators.

The agreements do not settle or release any claims brought by Tribes or by private parties, including private individuals, private hospitals, or private third-party payers.

Additional information, including answers to FAQs, can be found at **nationalopioidsettlement.com/news** (<https://nationalopioidsettlement.com/news>).

[HOME \(/\)](#) [NEWS \(https://nationalopioidsettlement.com/news/\)](https://nationalopioidsettlement.com/news/)

[RISKS & ASSUMPTIONS \(https://nationalopioidsettlement.com/risks-assumptions/\)](https://nationalopioidsettlement.com/risks-assumptions/)

[MDL ORDERS \(/mdl-orders/\)](/mdl-orders/) [TRIBAL SETTLEMENTS \(https://www.tribalopioidsettlements.com\)](https://www.tribalopioidsettlements.com)

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

WHEREAS, local governments entered into the Wisconsin Local Government Memorandum of Understanding, a copy of which is attached hereto and incorporated herein as *Exhibit I* (the "MOU"), for purposes of memorializing their agreement surrounding, among other things, allocation of the proceeds of the settlements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho- McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.;

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

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

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

1. The Local Governments ratify, confirm and agree in all respects to the MOU. By this Addendum, the Local Governments agree that any and all proceeds of the Settlement Agreements defined herein shall be distributed, allocated and otherwise disposed of in the same manner as set forth in the MOU and Exhibit A thereto.
2. Nothing in this MOU is intended to alter or change any Local Government's right to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the receipt and expenditure of Opioid Funds.
3. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.

[Signatures on Following Page]



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

ON BEHALF OF THE LOCAL GOVERNMENTS:

Adams County
Printed: _____ Date: _____

Ashland County
Printed: _____ Date: _____

Barron County
Printed: _____ Date: _____

Bayfield County
Printed: _____ Date: _____

Brown County
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Buffalo County
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Burnett County
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Calumet County

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Chippewa County

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Clark County

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Columbia County

Printed: _____

Date: _____

Crawford County

Printed: _____

Date: _____

Dane County

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Dodge County

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Door County

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Douglas County

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Superior, City of
Printed: _____

Date: _____

Dunn County
Printed: _____

Date: _____

Eau Claire County
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Florence County
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Fond Du Lac County
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Forest County
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Iowa County
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Jefferson County
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Juneau County
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Kenosha County
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Kenosha, City of
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Pleasant Prairie, City of
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Kewaunee County
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La Crosse County
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Lafayette County
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Manitowoc County
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Marathon County
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Marinette County
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Franklin, City of
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Greenfield, City of
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Milwaukee, City of
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Oak Creek, City of
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South Milwaukee, City of
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Wauwatosa, City of
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West Allis, City of
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Union Grove, City of
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Yorkville Town
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Winnebago County
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Wood County
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Date: _____

Exhibit I

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

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 20% of the total proceeds from the Settlement Agreements attributable to Local Governments shall be deposited into the Attorney Fees Account. If the payments from a single year are not enough to fully fund the Attorney Fees Account as provided herein because such payments are made over time, the Attorney Fees Account shall be funded by placing up to, but in no event exceeding, an amount equal to 20% of each payment. A minimum of 80% of the Settlement proceeds attributable to Local Governments shall be paid to each Local Government’s segregated Opioid Abatement Account, which 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. The Attorney Fees Account shall be further split and attributed among the Local Governments 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. The parties shall cooperate in the appointment of a Special Master in the event of any disputes. 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 excess amounts remaining in the Attorney Fee Fund after funds have been allocated and paid to counsel shall revert back to the Local Governments and the escrow agent shall allocate such sums to Local Governments based on the allocation set forth on Exhibit A, which assigns each Local Government a percentage share. 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”); (ii) 56% to Local Governments (“LG Share”); and (iii) 14% to the Attorney Fees Account.
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.

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
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Buffalo County
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Price County
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Racine County
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Mount Pleasant, City of
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Sturtevant, City of
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Union Grove, City of
Printed: _____

Date: _____

Yorkville Town
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Richland County
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Rock County
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Rusk County
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Sawyer County
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Shawano County
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Sheboygan County
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St. Croix County
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Taylor County
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Trempealeau County
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Vernon County

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Vilas County

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Walworth County

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Washburn County

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Washington County

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Waukesha County

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Waupaca County

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Waushara County
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Date: _____

Winnebago County
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Date: _____

Wood 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

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

WHEREAS, the State of Wisconsin ("State"), its communities, and their people have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, specifically related to the covered conduct by Defendants *In re: Opioid Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio ("Litigation");

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

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

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

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

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

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

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

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

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



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

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

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

7. The parties agree to comply with the terms of the Settlement Agreements, including but not limited to (a) a requirement that a certain percentage of the Settlement Payment be spent on remediation, and (b) that at least 70% of a Settlement Payment be used solely for future Opioid Remediation as defined by the Settlement Agreements.
8. The LG Share shall be paid to each Local Government by the Settlement Administrator based on the allocation created and agreed to by the Local Governments which assigns each Local Government a percentage share of the LG Share, less any applicable attorney fees as authorized under Wis. Stat. § 165.12(6) and referenced above.

9. Nothing in this MOU is intended to alter or change any Local Government's right to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the receipt and expenditure of Opioid Settlement Proceeds. Notwithstanding the foregoing, only Local Governments who are Participating Subdivisions under a Settlement Agreement, and who agree to the terms of this MOU may directly receive Opioid Settlement Proceeds.
10. Notwithstanding any limitations or characterization of funds herein to the contrary, any payments for Local Government attorney's fees and expenses may be applied only to the LG Share or any Local Government share of the LG Share. The State shall have no responsibility for payment of attorneys' fees or litigation expenses.
11. The parties understand that the United States may claim a portion of the Opioid Settlement Proceeds for Medicaid reimbursement. The parties agree that, to the extent a claim for Medicaid reimbursement is made, the parties shall bear the liability for the reimbursement on a pro rata basis based upon the particular claims made by the United States related to the Medicaid reimbursement. The parties agree to meet, confer, and cooperate in good faith concerning the allocation of any such liability.
12. The Attorney General may extend this MOU to apply to future settlements with other entities who engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, specifically related to the covered conduct by Defendants in the Litigation. To exercise this option, the Attorney General shall send written notice to counsel for the Local Governments. The Local Governments shall have 30 days from the date of the notice to express in writing any objection(s) to the extension of the MOU to the settlement(s). If any Local Government objects to the extension of the MOU to the settlement(s), it shall not be extended.

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

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

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

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

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

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

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

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

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

and

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

13. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.

[Signatures on Following Page]

**RESOLUTION ACCEPTING \$11,000 DONATION FOR MANITOWOC
COUNTY AIRPORT GROUND POWER UNIT AND ELECTRICAL
WORK**

TO THE MANITOWOC COUNTY BOARD OF SUPERVISORS:

1 WHEREAS, the Manitowoc County Airport has the need for a ground power unit to better
2 serve customers; and

3
4 WHEREAS, a ground power unit is used to supply power to aircraft while they are on the
5 ground; and

6
7 WHEREAS, the cost of purchasing and installing a ground power unit at the airport is
8 \$11,000.00; and

9
10 WHEREAS, Tom Bare has offered to donate the \$11,000.00 necessary to supply the airport
11 with the ground power unit; and

12
13 WHEREAS, after careful consideration and review, the Manitowoc County Highway
14 Committee recommends that the county of Manitowoc accept the donation from Tom Bare to
15 purchase and install a ground power unit for the airport;

16
17 NOW, THEREFORE, BE IT RESOLVED that the county board of supervisors of the
18 county of Manitowoc accepts the donation in the amount of \$11,000.00 from Tom Bare to purchase
19 and install a ground power unit for the Manitowoc County Airport; and

20
21 BE IT FURTHER RESOLVED that appropriate revenue and expenditure line items in the
22 2023 budget are amended by the amount of the donation and that the Finance Director is directed
23 to record such information in the official books of the county for the year ending December 31,
24 2023 as may be required; and

25
26 BE IT FURTHER RESOLVED that the Manitowoc County Board of Supervisors wishes
27 to acknowledge and thank Tom Bare for his generous donation.

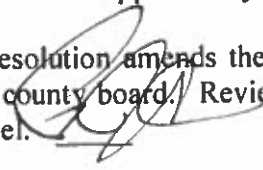
Dated this 21st day of March 2023.

Respectfully submitted by the
Highway Committee

Kevin Behnke, Chair

FISCAL IMPACT: No tax levy impact. Increases revenues and expenditures by equal amounts.

FISCAL NOTE: Reviewed and approved by Finance Director. _____

LEGAL NOTE: This resolution amends the budget and requires a two-thirds vote of the entire county board. Reviewed and approved as to form by Corporation Counsel. 

APPROVED: _____
Bob Ziegelbauer, County Executive Date

**RESOLUTION ACCEPTING 2023 COPS ANTI-HEROIN GRANT AND
COPS ANTI-METHAMPHETAMINE GRANT**

TO THE MANITOWOC COUNTY BOARD OF SUPERVISORS:

1 WHEREAS, the Wisconsin Department of Justice has allocated funds for local
2 multi-jurisdictional drug task forces for reimbursement of overtime hours associated with the
3 development and investigation of narcotics cases that target the illicit trafficking of heroin
4 (Anti-Heroin Grant) or the manufacture and distribution of methamphetamine
5 (Anti-Methamphetamine Grant); and
6

7 WHEREAS, the Manitowoc County Sheriff's Office has been awarded a 2023 COPS
8 Anti-Heroin Grant in the amount of \$15,000 and a COPS Anti-Methamphetamine Grant in the
9 amount of \$7,500; and
10

11 WHEREAS, after careful consideration and review, the Public Safety Committee
12 recommends Manitowoc County accept the COPS Anti-Heroin Grant and the COPS
13 Anti-Methamphetamine Grant as awarded from the Wisconsin Department of Justice;
14

15 NOW, THEREFORE, BE IT RESOLVED that the county board of supervisors of the
16 county of Manitowoc hereby accepts the COPS Anti-Heroin Grant in the amount of \$15,000 and
17 the COPS Anti-Methamphetamine Grant in the amount of \$7,500 from the Wisconsin Department
18 of Justice; and
19

20 BE IT FURTHER RESOLVED the Manitowoc County Sheriff is authorized to execute
21 such papers and to take other action as necessary to accept the grant, direct, and complete the
22 project; and
23

24 BE IT FURTHER RESOLVED, that the 2023 budget is amended by the amount of the
25 grant funds allocated and that the Finance Director is directed to record such information in the
26 official books of the County for the year ending December 31, 2023 as may be required.


Dated this 21st day of March 2023.

Respectfully submitted by the
Public Safety Committee

James Falkowski, Chair

FISCAL IMPACT: No tax levy impact. Increases revenue (27500.43211 Anti-Heroin COPS Grant) by \$15,000 and (27500.43212 Anti-Meth COPS Grant) by \$7,500. Expenditures will be allocated to (27500.51250 Metro Overtime) and (27500.52999 Other Contract Services).

FISCAL NOTE: Reviewed and approved by Finance Director. _____

LEGAL NOTE: This resolution amends the budget and requires a two-thirds vote of the entire county board. Reviewed and approved as to form by Corporation Counsel.  _____

APPROVED: _____
Bob Ziegelbauer, County Executive Date

**RESOLUTION ALERTING THE PUBLIC OF THE DANGERS OF
FENTANYL**

TO THE MANITOWOC COUNTY BOARD OF SUPERVISORS:

1 WHEREAS, fentanyl is a highly potent synthetic opioid pain medication with a rapid onset
2 and short duration of action; and

3
4 WHEREAS, the abuse of fentanyl has been linked to elevated overdose deaths in
5 Manitowoc County and the United States, including 19 overdose deaths in Manitowoc County in
6 2022 alone; and

7
8 WHEREAS, the illegal substance distribution and the misuse of fentanyl and other
9 synthetic controlled substances pose an immediate threat to the public health and safety;

10
11 NOW, THEREFORE, BE IT RESOLVED, that county board of supervisors of the county
12 of Manitowoc condemns the abuse of fentanyl and expresses its opposition to any legislative action
13 that could further exacerbate the problem of substance abuse and addiction; and

14
15 BE IT FURTHER RESOLVED, that the county board of supervisors of the county of
16 Manitowoc calls on local, state, and federal authorities to take all necessary measures to combat
17 the illegal distribution and abuse of fentanyl, including strengthening and funding law enforcement
18 efforts, increasing public awareness and education, and expanding access to treatment and
19 recovery services; and

20
21 BE IT FURTHER RESOLVED, the county board of supervisors of the county of
22 Manitowoc commend the efforts of law enforcement and the Manitowoc County drug task force,
23 for the extremely difficult and dangerous mission to prevent these vile substances from entering
24 our communities; and

25
26 BE IT FURTHER RESOLVED, the county board of supervisors of the county of
27 Manitowoc supports efforts to increase research and development of non-opioid pain management
28 options, and to improve harm reduction efforts including increasing the availability of naloxone
29 (Narcan), a medication used to reverse opioid overdose, and fentanyl test strips; and

30
31 BE IT FURTHER RESOLVED, county board of supervisors of the county of Manitowoc
32 requests the Governor to declare a health crisis emergency and provide resources for local
33 government for interdiction and support to mitigate this societal drug abuse plague; and

34
35 BE IT FURTHER RESOLVED, that that the County Clerk is directed to send a copy of
36 this resolution to the Wisconsin Counties Association, the Wisconsin Towns Association, the
37 Wisconsin League of Municipalities, each Wisconsin County Board, Governor Evers and the
38 legislators for Manitowoc County.

Dated this 21st day of March 2023.

Respectfully submitted by the
Public Safety Committee

James Falkowski, Chair

FISCAL IMPACT: None.

FISCAL NOTE: Reviewed and approved by Finance Director. _____

LEGAL NOTE: Reviewed and approved as to form by Corporation Counsel. _____

I respect the prerogative of the members of the Manitowoc County Board of Supervisors to voice their opinions on legislative issues. Therefore, it is my practice to neither approve nor veto a legislative policy resolution that has been enacted by the County Board in order to allow the County Board, acting as the legislative branch of county government, to freely express its sentiment on legislative and public policy issues or to request action by a governmental entity, or both.

APPROVED:

Bob Ziegelbauer, County Executive

Date

**RESOLUTION APPROVING TOWN OF NEWTON ZONING
ORDINANCE AMENDMENT
(Francis Lulloff)**

TO THE MANITOWOC COUNTY BOARD OF SUPERVISORS:

1 WHEREAS, the Town of Newton adopted a zoning ordinance pursuant to the authority
2 granted to towns under to Wis. Stat. § 60.62; and
3

4 WHEREAS, Manitowoc County adopted a zoning ordinance pursuant to the authority
5 granted to counties under to Wis. Stat. § 59.69; and
6

7 WHEREAS, Wis. Stat. § 60.62(3) provides that town zoning ordinances, and amendments
8 thereto, are subject to county board approval in counties that have adopted a zoning ordinance
9 under Wis. Stat. § 59.69; and
10

11 WHEREAS, the Town of Newton amended its zoning ordinance on March 8, 2023 by
12 rezoning a 25.2 acre parcel of property owned by Francis Lulloff from A-2 (General Agriculture
13 District) to B-1 (Business District) in accordance with Wis. Stat. § 60.62; and
14

15 WHEREAS, the town of Newton has submitted its amended zoning ordinance to the
16 Manitowoc County Board of Supervisors for approval, and a copy of the amended zoning
17 ordinance has been provided to each member of the county board for review;
18

19 NOW, THEREFORE, BE IT RESOLVED that the county board of supervisors of the
20 county of Manitowoc approves the Town of Newton's zoning ordinance amendment that rezones
21 that certain 25.2 acre parcel of property owned by Francis Lulloff from A-2 (General Agriculture
22 District) to B-1 (Business District) and was adopted by the Newton town board on March 8, 2023.

Dated this 21st day of March 2023.

Respectfully submitted by

Ryan Phipps, Supervisor, District 11

FISCAL IMPACT: None.

FISCAL NOTE: Reviewed and approved by Finance Director. _____

LEGAL NOTE: Reviewed and approved as to form by Corporation Counsel. 

APPROVED:

Bob Ziegelbauer, County Executive

Date

TOWN OF NEWTON
6532 CARSTENS LAKE ROAD
MANITOWOC WI 54220

March 9th 2023

To: County Board
Court House
1010 South 8th Street
Manitowoc WI 54220

Ladies and gentlemen,

Please be advised that the Town of Newton at its regularly scheduled Town Board Meeting on Wednesday, March 8th 2023, approved the following:

A request by Francis Lulloff to rezone a 25.2-acre parcel from A-2, General Agriculture District, to B-1, Business District. The parcel is located in the SW quadrant of the I-43/CTH C interchange, NE1/4 of the NE1/4, Section 27, T.18, R.23E. The reason for the zone change is to facilitate a possible sale for development. The Town of Newton 2040 Comprehensive Plan has established an I-43 Business Overlay District in this area to promote sensible development growth.

A motion made, seconded, and approved at the Town of Newton Planning Commission meeting on February 6th 2023. Said action was approved and was submitted to the Town Board of the Town of Newton for approval.

The zone change was approved by the Town Board. A motion was made by Supervisor Christiansen and seconded by Supervisor Behnke. Motion carried.

Alyssa Grotegut
Town of Newton Clerk

TOWN OF NEWTON BOARD MEETING- ROUGH DRAFT

MARCH 8, 2023

The Town Board meeting of the Town of Newton was held on Wednesday, March 8, 2023, at the Newton Town Hall, 6532 Carstens Lake Road, Manitowoc WI at 5:00 pm pursuant to posted notices at the posting places as well as on the website.

The meeting was called to order at 5:00 pm by Chairman Denise Thomas. The Pledge of Allegiance was recited by all present and roll call was taken. Present: Denise Thomas, Chairman; Kevin Behnke, Supervisor #1; Kelly Christiansen, Supervisor #2; Alyssa Grotegut, Clerk; Dave Mueller, Road Superintendent/Law Enforcement; Michael Slattery, Zoning Administrator; Paulette Vogt, Treasurer was excused.

An affidavit is on file showing that the agenda was posted in the proper posting places. Kevin Behnke made a motion to approve the agenda as presented and Kelly Christiansen seconded said motion. Motion carried. Kelly Christiansen then made a motion to accept the previous meeting minutes as printed, seconded by Denise Thomas. Motion carried.

There were no questions on the treasurer's report submitted to the board, Kevin Behnke made a motion to accept the treasurer's report, seconded by Kelly Christiansen. Motion carried.

Public input was opened at 5:02 pm, and with no public input, agenda item was closed at 5:03 pm.

Road Supervisor/Law Enforcement Officer, Dave Mueller gave his report mentioning a few more calls on a loose dog. Along with the request that we make a reminder on the website that Dog Licenses are due by April 1st. After April 1st, there will be citations given for dogs not licensed. Next, Dave mentioned how he talked with Alfson's to get our culvert repair season lined up and which culverts the Board would like to repair. He also gave a list of roadwork that needs to be done for the Board to look over and discuss. Lastly, he asked the Board for approval to shop around for new sand supplier for better cost efficiency, the Board approved his request.

Mike Slattery, Zoning Administrator submitted his report to the Board prior to the meeting. There were no questions.

Kevin Behnke, Supervisor #1 checked into the E-Cycle Grant and came to the conclusion it's not worth the effort due to the qualifications of this Grant. Next, he brought a proposal from Backroads Recycling LLC and what he could do for the Town. Kevin requested the rest of the Board look over it and then discuss more at the April Meeting. Following the recycling agenda item, Kevin received more information on pricing and options for special markings on intersections and the mention of rumble strips. The Board will review that information and make a decision at the next meeting. Until then Kevin Behnke made a motion to put flags on the stop sign at the intersection of Union Road and Carstens Lake Road, Kelly Christiansen seconded said motion. Motion carried. Kevin then brought information/options for a new digital sign to replace our current one outside the Town Hall, to the Board and they will review and discuss this more at the next meeting. Lastly, March 20th and 21st guys are going to pick up our firetruck.

Supervisor #2, Kelly Christiansen, discussed our future building and how we have a budget price and we will sit on that until we decide when/if we want to move forward. He then mentioned the Board of Commissioners of Public Lands Lending and what he learned about them at the District Meeting, and how they could potentially benefit the Town. Broadband discussion was next on the agenda, there was just a quick update on how to get funding for this. Kelly then presented a bid from Extreme Audio to get a TV for the meeting room and he is currently waiting for another bid. Kevin Behnke made a motion to approve the current bid of \$3135.28 unless the second bid comes in lower, seconded by Denise Thomas. Motion carried. Lastly, the Town of Newton is hosting the Manitowoc County Unit Meeting at City Limits on March 16th.

Denise Thomas, Chairman started with the Bid from ACE to repair town shop walls, Kevin Behnke made a motion to approve the bid, seconded by Kelly Christiansen. Motion carried. **The Town Board then discussed the approval of the Francis Lulloff Zone Change, Kelly Christiansen made a motion to approve this Zone Change, Kevin Behnke seconded. Motion carried.**

Next, Kevin Behnke made a motion to approve Randy Kasten's Pond permit, Kelly Christiansen seconded said motion. Motion carried. Chairman Thomas, then made the appointments for the Board of Appeals and Plan Commission. The appointment of Lee Glaeser and Charlie Bauer for Plan Commission. Their present tenure expired January 1, 2023 and since they accepted a new term, that now expires on January 1, 2026. Appointments for the Board of Appeals were Dan Stock and Scott Konik whose terms also expired January 1, 2023 and now expires on January 1, 2026.

Denise then discussed CR Motel and the Junk Ordinance, she will be working with the Health Inspector before moving forward. The next agenda item is the discussion of the Annual Meeting, the meeting will be held April 18th, Dinner at 6:00 pm, and Meeting at 7 pm. Lastly, the Driveway Permit was discussed and will be decided at the April meeting.

The clerk stated that the Audit will be held on March 15th at the Town Hall. She also mentioned she received a letter from Glacierland and a final notice requesting funding for Phragmites. Kevin Behnke made a motion to pay the bills. Said report was submitted to the Board previous to the meeting. Kelly Christiansen seconded the motion which carried.

Denise Thomas made a motion to adjourn the meeting until April 17, 2023 at 5:00 pm. Kevin Behnke seconded the motion. Motion carried.

Alyssa Grotegut, Clerk

Manitowoc County Parcel Viewer

