

CHIPPEWA COUNTY**COUNTY BOARD****REGULAR MEETING****JULY 8, 2025****CHIPPEWA COUNTY COURTHOUSE, RM 302****6:00 PM****NOTE: THE COUNTY BOARD MEETING WILL BE LIVE STREAMED ON YOUTUBE.**

During the meeting you can access the video by using the link provided below.

<https://youtube.com/live/OLvtbyPsZII?feature=share>

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE**
- 3. ROLL CALL**

Attendee Name	Organization	Title	Status	Arrived
Chuck Hull	Chippewa County	District 19, Chair	Present	
Jason Bergeron	Chippewa County	District 7, Vice-Chair	Present	
James Flater	Chippewa County	District 1	Present	
Pamela Guthman	Chippewa County	District 2	Present	
Duane Shoebridge	Chippewa County	District 3	Present	
Peter Gehring	Chippewa County	District 4	Present	
Timothy Goettl	Chippewa County	District 6	Absent	
James Ericksen	Chippewa County	District 8	Present	
Joel Seidlitz	Chippewa County	District 9	Present	
Matthew Peterson	Chippewa County	District 10	Present	
Karen Lotts	Chippewa County	District 11	Present	
Charles Bomar	Chippewa County	District 12	Present	
Joseph Roshell	Chippewa County	District 13	Present	
David Kelly	Chippewa County	District 14	Present	
Lee Hennick	Chippewa County	District 15	Present	
Rocky Kempe	Chippewa County	District 16	Present	
George Rohmeyer	Chippewa County	District 17	Present	
Brian Flynn	Chippewa County	District 18	Present	
Kari Ives	Chippewa County	District 21	Present	
Darren Kirby	Chippewa County	District 5	Excused	

others present in room 302 were Traci Bremness, Andy Albarado, Leah Simington, Andy Bauer, Trenton Shutter, Ketty Clow, Lynda Schweikert, Doug Clary, Toni Hohlfelder, Todd Pauls and Jaclyn Sadler

****Please note Supervisor Kirby resigned from the board effective 6/30/2025; however, due to the timing of agenda creation within the software system Supervisor Kirby is still displayed on the agenda and minutes.****

- 4. APPROVAL OF AGENDA**

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RESULT:	APPROVED [UNANIMOUS]
MOVER:	Charles Bomar, District 12
SECONDER:	Brian Flynn, District 18
AYES:	Hull, Bergeron, Flater, Guthman, Shoebridge, Gehring, Ericksen, Seidlitz, Peterson, Lotts, Bomar, Roshell, Kelly, Hennick, Kempe, Rohmeyer, Flynn, Ives
ABSENT:	Goettl

5. MEMBERS OF THE PUBLIC WISHING TO BE HEARD

There were no members of the public wishing to be heard.

6. CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Karen Lotts, District 11
SECONDER:	James Flater, District 1
AYES:	Hull, Bergeron, Flater, Guthman, Shoebridge, Gehring, Ericksen, Seidlitz, Peterson, Lotts, Bomar, Roshell, Kelly, Hennick, Kempe, Rohmeyer, Flynn, Ives
ABSENT:	Goettl

1. Approval of Minutes

County Board - Regular Meeting - Jun 10, 2025 6:00 PM

7. REPORTS

A. County Administrator Review and Update

1. Update on District 5 and District 20 County Board Supervisor Vacancies
County Administrator Andy Albarado updated the board that there is an appointment for District 20 at the meeting tonight. The County Board Chair and Vice-Chair will conduct interviews for District 5 on July 16th and an appointment will be brought to the August County Board meeting.

B. Department Reports

1. County Clerk 2024 Annual Report - Jaclyn Sadler
County Clerk, Jaclyn Sadler, presented the County Clerk 2024 annual report.
2. Monthly Claims - Jaclyn Sadler
There were no new claims since the last County Board meeting.

C. General Reports

8. BUSINESS ITEMS

County Board

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1. Res. 23 - 25 : Resolution To Disallow Claim of OptumRx, Inc. - Todd Pauls
Corporation Counsel, Todd Pauls, explained the resolution to the board.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	James Flater, District 1
SECONDER:	Pamela Guthman, District 2
AYES:	Hull, Bergeron, Flater, Guthman, Shoebridge, Gehring, Ericksen, Seidlitz, Peterson, Lotts, Bomar, Roshell, Kelly, Hennick, Kempe, Rohmeyer, Flynn, Ives
ABSENT:	Goettl

2. Res. 24 - 25 : Resolution to Disallow Second Claim of Richard Hodsdon - Todd Pauls
Corporation Counsel, Todd Pauls, explained the resolution to the board.

RESULT:	APPROVED [11 TO 6]
MOVER:	Kari Ives, District 21
SECONDER:	Charles Bomar, District 12
AYES:	Hull, Bergeron, Flater, Guthman, Gehring, Ericksen, Peterson, Bomar, Rohmeyer, Flynn, Ives
NAYS:	Shoebridge, Seidlitz, Lotts, Roshell, Kelly, Kempe
ABSTAIN:	Hennick
ABSENT:	Goettl

3. Res. 25 - 25 : Resolution To Approve A Revised Schedule Of Fees In The Department Of Planning & Zoning
- Doug Clary
Planning & Zoning Director Doug Clary explained the revised fee schedule to the board.

RESULT:	APPROVED [17 TO 1]
MOVER:	George Rohmeyer, District 17
SECONDER:	Peter Gehring, District 4
AYES:	Hull, Bergeron, Flater, Guthman, Shoebridge, Gehring, Ericksen, Peterson, Lotts, Bomar, Roshell, Kelly, Hennick, Kempe, Rohmeyer, Flynn, Ives
NAYS:	Seidlitz
ABSENT:	Goettl

4. Res. 26 - 25 : Resolution To Create a Full-Time Building Inspector Position In Zoning - Doug Clary
Planning & Zoning Director Doug Clary explained the need for adding the position.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	James Flater, District 1
SECONDER:	David Kelly, District 14
AYES:	Hull, Bergeron, Flater, Guthman, Shoebridge, Gehring, Ericksen, Seidlitz, Peterson, Lotts, Bomar, Roshell, Kelly, Hennick, Kempe, Rohmeyer, Flynn, Ives
ABSENT:	Goettl

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5. Ord. 05 - 25 : Ordinance to Amend Secs 70-8,70-63,70-70 through 70-73 and 70-76 of Chippewa Cty Code of Ordinances - Second Reading - Doug Clary
Planning & Zoning Director Doug Clary was available for questions on the ordinance amendment. There were a couple of typos that need to be corrected (year to yard).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	James Ericksen, District 8
SECONDER:	Kari Ives, District 21
AYES:	Hull, Bergeron, Flater, Guthman, Shoebridge, Gehring, Ericksen, Seidlitz, Peterson, Lotts, Bomar, Roshell, Kelly, Hennick, Kempe, Rohmeyer, Flynn, Ives
ABSENT:	Goettl

6. Ord. 06 - 25 : Ordinance to Amend Chapter 30, Article II of the Code of Ordinances Regarding Nonmetallic Mining - First Reading - Lynda Schweikert
Land Conservation Forest Management Director, Lynda Schweikert, introduced Trenton Shutter, who explained the ordinance amendment to the board.

RESULT:	FIRST READING	Next: 8/12/2025 6:00 PM
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7. County Administrator Appointments

1. County Administrator Appointment - ADRC Board

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joseph Roshell, District 13
SECONDER:	Rocky Kempe, District 16
AYES:	Hull, Bergeron, Flater, Guthman, Shoebridge, Gehring, Ericksen, Seidlitz, Peterson, Lotts, Bomar, Roshell, Kelly, Hennick, Kempe, Rohmeyer, Flynn, Ives
ABSENT:	Goettl

2. County Administrator Appointment - Health & Human Services Board

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kari Ives, District 21
SECONDER:	Pamela Guthman, District 2
AYES:	Hull, Bergeron, Flater, Guthman, Shoebridge, Gehring, Ericksen, Seidlitz, Peterson, Lotts, Bomar, Roshell, Kelly, Hennick, Kempe, Rohmeyer, Flynn, Ives
ABSENT:	Goettl

9. COUNTY BOARD CHAIR APPOINTMENTS

1. County Board Chair Appointment - Legal & Law Enforcement Committee

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RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kari Ives, District 21
SECONDER:	Pamela Guthman, District 2
AYES:	Hull, Bergeron, Flater, Guthman, Shoebridge, Gehring, Ericksen, Seidlitz, Peterson, Lotts, Bomar, Roshell, Kelly, Hennick, Kempe, Rohmeyer, Flynn, Ives
ABSENT:	Goettl

2. County Board Chair Appointment - District 20 County Board Supervisor

RESULT:	APPROVED [17 TO 1]
MOVER:	Kari Ives, District 21
SECONDER:	George Rohmeyer, District 17
AYES:	Hull, Bergeron, Flater, Guthman, Shoebridge, Gehring, Ericksen, Seidlitz, Peterson, Bomar, Roshell, Kelly, Hennick, Kempe, Rohmeyer, Flynn, Ives
NAYS:	Lotts
ABSENT:	Goettl

10. OATH OF OFFICE

1. Oath of Office - District 20 - Jaclyn Sadler
County Clerk, Jaclyn Sadler, administered the oath of office to James Meinen as the District 20 County Board Supervisor.

11. AGENDA ITEMS FOR FUTURE CONSIDERATION

12. ADJOURN

RESULT:	APPROVED [UNANIMOUS]
MOVER:	James Ericksen, District 8
SECONDER:	Joel Seidlitz, District 9
AYES:	Hull, Bergeron, Flater, Guthman, Shoebridge, Gehring, Ericksen, Seidlitz, Peterson, Lotts, Bomar, Roshell, Kelly, Hennick, Kempe, Rohmeyer, Flynn, Ives
ABSENT:	Goettl

CHIPPEWA COUNTY
COUNTY BOARD
REGULAR MEETING
JUNE 10, 2025
CHIPPEWA COUNTY COURTHOUSE, RM 302
6:00 PM

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1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

3. BUSINESS ITEMS

1. Election of Vice-Chair

County Board Chair explained the process for electing a Vice-Chair. The Vice-Chair position is open due to Supervisor Dean Mueller's resignation.

Motion made by Supervisor Shoebridge to postpone the vote due to him having a matter in front of the District Attorney. There was no second to the motion.

Supervisor Flater nominated Supervisor Bergeron for Vice-Chair.

Supervisor Shoebridge nominated Supervisor Seidlitz for Vice Chair.

13 supervisors voted for Supervisor Bergeron and 5 supervisors voted for Supervisor Seidlitz.

Supervisor Bergeron was elected as Vice-Chair.

2. Election of One At Large Executive Committee Member

Due to the resignation of Supervisor Mueller and the election of Supervisor Bergeron as Vice-Chair there was a vacancy on the Executive Committee. Chair Hull explained the process to elect the At Large Executive Committee Member.

Supervisor Kelly nominated Supervisor Lotts.

Supervisor Gehring nominated Supervisor Bomar.

First vote - 7 supervisors (Shoebridge, Kirby, Goettl, Seidlitz, Lotts, Kelly, Flynn) voted for Supervisor Lotts, 9 supervisors (Flater, Guthman, Gehring, Bergeron, Peterson, Bomar, Rohmeyer, Ives, Hull) voted for Supervisor Bomar, 2 ballots were not signed by a supervisor. 10 votes were needed to have more than half of the number of supervisors present.

Second vote - 8 supervisors (Shoebridge, Kirby, Goettl, Seidlitz, Lotts, Kelly, Kempe, Flynn) voted for Supervisor Lotts, 9 supervisors (Flater, Guthman, Gehring, Bergeron, Peterson, Bomar, Rohmeyer, Ives

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Hull) voted for Supervisor Bomar, 1 ballot wasn't signed by a supervisor. 10 votes were needed to have more than half of the number of supervisors present.

Third vote - 9 supervisors voted (Shoebridge, Kirby, Goettl, Seidlitz, Lotts, Kelly, Kempe, Roshell, Flynn) for Supervisor Lotts, 9 supervisors (Flater, Guthman, Gehring, Bergeron, Peterson, Bomar, Rohmeyer, Ives, Hull) voted for Supervisor Bomar. 10 votes were needed to have more than half of the number of supervisors present.

Fourth vote - 8 supervisors (Shoebridge, Kirby, Goettl, Seidlitz, Lotts, Kelly, Kempe, Roshell) voted for Supervisor Lotts, 10 supervisors (Flater, Guthman, Gehring, Bergeron, Peterson, Bomar, Rohmeyer, Flynn, Ives, Hull) voted for Supervisor Bomar.

Supervisor Bomar elected to the Executive Committee.

4. ROLL CALL

Attendee Name	Organization	Title	Status	Arrived
Chuck Hull	Chippewa County	District 19, Chair	Present	
James Flater	Chippewa County	District 1	Present	
Pamela Guthman	Chippewa County	District 2	Present	
Duane Shoebridge	Chippewa County	District 3	Present	
Peter Gehring	Chippewa County	District 4	Present	
Darren Kirby	Chippewa County	District 5	Present	
Timothy Goettl	Chippewa County	District 6	Present	
Jason Bergeron	Chippewa County	District 7	Present	
James Ericksen	Chippewa County	District 8	Absent	
Joel Seidlitz	Chippewa County	District 9	Present	
Matthew Peterson	Chippewa County	District 10	Present	
Karen Lotts	Chippewa County	District 11	Present	
Charles Bomar	Chippewa County	District 12	Present	
Joseph Roshell	Chippewa County	District 13	Present	
David Kelly	Chippewa County	District 14	Present	
Lee Hennick	Chippewa County	District 15	Absent	
Rocky Kempe	Chippewa County	District 16	Present	
George Rohmeyer	Chippewa County	District 17	Present	
Brian Flynn	Chippewa County	District 18	Present	
Kari Ives	Chippewa County	District 21	Present	

Others present in room 302 were Andy Albarado, Traci Bremness, Chris Elstan, Andy Bauer, Jennifer Steinmetz, Curt Dutton, Lynda Schweikert, Scott Nabbefeld, Todd Pauls, Doug Clary and Jaclyn Sadler

5. APPROVAL OF AGENDA

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RESULT:	APPROVED [UNANIMOUS]
MOVER:	Charles Bomar, District 12
SECONDER:	James Flater, District 1
AYES:	Hull, Flater, Guthman, Shoebridge, Gehring, Kirby, Goettl, Bergeron, Seidlitz, Peterson, Lotts, Bomar, Roshell, Kelly, Kempe, Rohmeyer, Flynn, Ives
ABSENT:	Ericksen, Hennick

6. MEMBERS OF THE PUBLIC WISHING TO BE HEARD

There were no members of the public wishing to be heard.

7. CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Karen Lotts, District 11
SECONDER:	Joseph Roshell, District 13
AYES:	Hull, Flater, Guthman, Shoebridge, Gehring, Kirby, Goettl, Bergeron, Seidlitz, Peterson, Lotts, Bomar, Roshell, Kelly, Kempe, Rohmeyer, Flynn, Ives
ABSENT:	Ericksen, Hennick

1. Approval of Minutes

County Board - Regular Meeting - May 13, 2025 6:00 PM

2. AZO 06 - 25 : 2025-0005 Paul Rezone - Town of Lafayette

8. REPORTS

A. County Administrator Review and Update

1. 2026-2030 Capital Improvement Plan - Andy Albarado
County Administrator, Andy Albarado, presented the 2026-2030 Capital Improvement Plan to the board.

B. Department Reports

1. Monthly Statements of Claim Filed with the County Clerk - Jaclyn Sadler
County Clerk, Jaclyn Sadler, explained to the board that when the agenda was first published there were no claims listed and then two claims were received and added to the agenda.

C. General Reports

1. County Board Chair Board Update - Chuck Hull

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County Board Chair Hull provided an update to the board on the vacancy of District 20 and that an appointment for the new supervisor should be at the July 8th meeting. He also informed the board that Supervisor Kirby has issued his resignation effective June 30th due to moving out of his district.

9. BUSINESS ITEMS

1. Res. 15 - 25 : Resolution Confirming and Ratifying Authority to Add Additional Opioid Defendants - Andy Albarado/Todd Pauls
Corporation Counsel, Todd Pauls, explained the resolution to the board.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Pamela Guthman, District 2
SECONDER:	Brian Flynn, District 18
AYES:	Hull, Flater, Guthman, Shoebridge, Gehring, Kirby, Goettl, Bergeron, Seidlitz, Peterson, Lotts, Bomar, Roshell, Kelly, Kempe, Rohmeyer, Flynn, Ives
ABSENT:	Ericksen, Hennick

2. Res. 16 - 25 : Resolution To Authorize The Use Of Sales Tax Funds To Pay Debt Service Liabilities 2016 CIP - Andy Albarado
There was a typo in the title of the resolution; it should read 2026 instead of 2016.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	James Flater, District 1
SECONDER:	Charles Bomar, District 12
AYES:	Hull, Flater, Guthman, Shoebridge, Gehring, Kirby, Goettl, Bergeron, Seidlitz, Peterson, Lotts, Bomar, Roshell, Kelly, Kempe, Rohmeyer, Flynn, Ives
ABSENT:	Ericksen, Hennick

3. Res. 17 - 25 : Resolution To Approve The Use of Sales Tax Funds For The Annual Contribution to the Chippewa Valley Regional Airport - Andy Albarado
County Administrator, Andy Albarado, explained the resolution.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joseph Roshell, District 13
SECONDER:	Pamela Guthman, District 2
AYES:	Hull, Flater, Guthman, Shoebridge, Gehring, Kirby, Goettl, Bergeron, Seidlitz, Peterson, Lotts, Bomar, Roshell, Kelly, Kempe, Rohmeyer, Flynn, Ives
ABSENT:	Ericksen, Hennick

4. Res. 18 - 25 : Resolution to Authorize Use of Sales Tax for Facilities & Parks 2026 CIP Projects - Andy Albarado

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RESULT:	APPROVED [17 TO 1]
MOVER:	George Rohmeyer, District 17
SECONDER:	Kari Ives, District 21
AYES:	Hull, Flater, Guthman, Shoebridge, Kirby, Goettl, Bergeron, Seidlitz, Peterson, Lotts, Bomar, Roshell, Kelly, Kempe, Rohmeyer, Flynn, Ives
NAYS:	Gehring
ABSENT:	Ericksen, Hennick

5. Res. 19 - 25 : Resolution To Authorize Funding of Highway Department CIP Projects 2026 Budget - Andy Albarado/Chris Elstran
Deputy Highway Commissioner, Chris Elstran, was available for questions.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	James Flater, District 1
SECONDER:	George Rohmeyer, District 17
AYES:	Hull, Flater, Guthman, Shoebridge, Gehring, Kirby, Goettl, Bergeron, Seidlitz, Peterson, Lotts, Bomar, Roshell, Kelly, Kempe, Rohmeyer, Flynn, Ives
ABSENT:	Ericksen, Hennick

6. Res. 20 - 25 : Resolution To Authorize Use Of Sales Tax Revenue Funds For Computer Equipment Replacement - 2026 CIP - Andy Albarado/Andy Bauer
IT Director, Andy Bauer, was available to answer questions.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Kelly, District 14
SECONDER:	Brian Flynn, District 18
AYES:	Hull, Flater, Guthman, Shoebridge, Gehring, Kirby, Goettl, Bergeron, Seidlitz, Peterson, Lotts, Bomar, Roshell, Kelly, Kempe, Rohmeyer, Flynn, Ives
ABSENT:	Ericksen, Hennick

7. Res. 21 - 25 : Resolution to Authorize Funding for LCFM 2026 CIP Projects - Andy Albarado/Lynda Schweikert
Land Conservation and Forest Management Director, Lynda Schweikert, was available to answer questions.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Karen Lotts, District 11
SECONDER:	Kari Ives, District 21
AYES:	Hull, Flater, Guthman, Shoebridge, Gehring, Kirby, Goettl, Bergeron, Seidlitz, Peterson, Lotts, Bomar, Roshell, Kelly, Kempe, Rohmeyer, Flynn, Ives
ABSENT:	Ericksen, Hennick

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8. Res. 22 - 25 : Resolution to Authorize Use Of Sales Tax Funds For Sheriff's Office 2026 CIP Projects - Andy Albarado/Curt Dutton
Chief Deputy, Curt Dutton, was available for questions on the resolution.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	James Flater, District 1
SECONDER:	Karen Lotts, District 11
AYES:	Hull, Flater, Guthman, Shoebridge, Gehring, Kirby, Goettl, Bergeron, Seidlitz, Peterson, Lotts, Bomar, Roshell, Kelly, Kempe, Rohmeyer, Flynn, Ives
ABSENT:	Ericksen, Hennick

9. Ord. 05 - 25 : Ordinance to Amend Secs 70-8,70-63,70-70 through70-73 and 70-76 of Chippewa Cty Code of Ordinances regarding Zoning - First Reading - Doug Clary
Planning and Zoning Director, Doug Clary explained the ordinance amendments.

RESULT:	FIRST READING	Next: 7/8/2025 6:00 PM
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10. COUNTY BOARD CHAIR APPOINTMENTS

1. County Board Chair Appointment - CCEDC Board

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rocky Kempe, District 16
SECONDER:	Karen Lotts, District 11
AYES:	Hull, Flater, Guthman, Shoebridge, Gehring, Kirby, Goettl, Bergeron, Seidlitz, Peterson, Lotts, Bomar, Roshell, Kelly, Kempe, Rohmeyer, Flynn, Ives
ABSENT:	Ericksen, Hennick

11. COUNTY ADMINISTRATOR APPOINTMENTS

12. AGENDA ITEMS FOR FUTURE CONSIDERATION

13. ADJOURN

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Peter Gehring, District 4
SECONDER:	Karen Lotts, District 11
AYES:	Hull, Flater, Guthman, Shoebridge, Gehring, Kirby, Goettl, Bergeron, Seidlitz, Peterson, Lotts, Bomar, Roshell, Kelly, Kempe, Rohmeyer, Flynn, Ives
ABSENT:	Ericksen, Hennick

Minutes Acceptance: Minutes of Jun 10, 2025 6:00 PM (Consent Agenda)



Chippewa County Board

Chuck Hull, County Board Chair
chull@chippewacountywi.gov

June 26, 2025

TO: County Board Supervisors

FR: Chuck Hull, County Board Chair

RE: Update on District 5 and District 20 County Board Supervisor Vacancies

New District 20 Supervisor (Mueller Vacancy)

We received two applications for the District 20 vacancy from James Meinen and Chuck Nagle. I want to thank both individuals for their interest in serving the citizens of Chippewa County.

On June 19th Supervisor Bergeron, the County Administrator and I met with both applicants. I am happy to recommend the appointment of James Meinen as the new District 20 County Board Supervisor. My goal is to bring this to the July 8th County Board meeting for confirmation. James is retired and has an extensive background in the financial and healthcare industry as well as IT and project management skills. I'm confident you will agree that he will be an excellent representative for District 20.

In accordance with Ordinance Sec. 2-52 (c)(2), James will also serve the remainder of the unexpired terms on the committees indicated below.

- Facilities & Parks Committee
- Legal & Law Enforcement Committee
- Health & Human Services Board (appointed by the County Administrator)

District 5 Supervisor (Kirby Vacancy)

Supervisor Kirby submitted his resignation as our District 5 Supervisor effective June 30, 2025. We advertised the position in the Chippewa Herald, Bloomer Advance, on the County website and on our Facebook pages. The deadline for applications is June 30th. At this time, we have not received any applications. My goal is to bring a recommendation to the August 12th County Board meeting for confirmation. If you know of anyone who may want to serve, please encourage them to apply.

Per Ordinance Sec. 2-52 (c)(2) the person appointed will also serve the remainder of the unexpired terms on the committees indicated below. Those recommendations will also come to the County Board for consideration and approval.

- Facilities & Parks Committee
- Legal & Law Enforcement Committee
- Health & Human Services Board (appointed by the County Administrator)
- Northern Regional Trail Advisory Committee (NoRTAC)

Sincerely,

Chuck Hull
County Board Chair

County Clerk Annual Report 2024

Presented by Jaclyn J. Sadler

July 8, 2025

County Clerk Department Staff

- Jaclyn J. Sadler – County Clerk, 8 years with the department
- Lisa Merrell – Deputy County Clerk (full time), 34 years with the department
- Amanda Richardson – Deputy County Clerk (full time), 14 years with the County, 13 of those years in the County Clerk department



Statutory Role of County Clerk's office

By §59.23, the County Clerk's office is responsible for providing 3 major services:

➤ Election Administration:

Programming election equipment, preparing ballots, canvassing election results & ensuring the integrity of the election process.

➤ Legislative Support & Administrative Services:

County Clerk's office is responsible for the records of the County along with providing administrative support to the County Board. Delivering of oaths of office to county officials along with apportioning taxes are additional responsibilities of the Clerk's office.

➤ Licensing:

Marriage licenses, dog licenses and work permits are issued through the County Clerk's office. Along with being an agent to accept passport applications for the Department of State, the County Clerk's office also issues the intent to cut timber notices.

Elections 2024 and 2025

- Administered 6 elections in 15 months;
 - February 20, 2024 – 246 voters (7 precincts)
 - April 2, 2024 – 37,529 voters
 - August 13, 2024 – 13,570 voters
 - November 5, 2024 – 38,610 voters
 - February 18, 2025 – 3,962 voters
 - April 1, 2025 – 25,729 voters

Election Equipment

- ClearBallot Equipment
 - ClearCast - tabulator
 - ClearAccess – ADA compliant machine
 - ClearDesign – creates ballots and programming
 - ClearCount – post election

None of the equipment (tabulators, computers, etc) is connected to the internet and there are no modem capabilities for reporting results

Equipment is stored at the County except for the Towns of Auburn, Birch Creek, Colburn, Eagle Point, Hallie and Lake Holcombe, Villages of Boyd and Cadott and the City of Bloomer



Election Training Conducted

- Election Training for the Partisan Primary
 - Conducted on March 18th and 20th – Chippewa County Courthouse
 - 50 attendees – only Municipal Clerks and Chief Election Inspectors
 - Each Session was 3 hours
- Wisconsin County Clerks Association Summer Conference
 - Presented on How to Conduct The Board of Canvass and Trainin for The Partisan Primary
- “Back to Basics” Election Training
 - Conducted on July 15th – Town of Lake Holcombe, July 17th – Town of Eagle Point, July 22nd – City of Stanley, July 29th – Chippewa County Courthouse
 - 160 attendees – Municipal Clerks, Chief Election Inspectors and Election Inspectors
 - City of Chippewa Falls did NOT send any of their election workers
 - 3 hours of Election Training and 1 hour of Narcan Training conducted by Joanna B. and Tabitha W. from Chippewa County Public Health Department

Election Training Conducted

- “Preparing for the November Election”
 - October 14th (two sessions) – Chippewa County Courthouse
 - 93 attendees
- Election Training – “Back to the Basics” – Crawford County
 - October 23 – approximately 100 attendees

Election presentations and mock voting at Chi-Hi, McDonell High School, Bloomer High School and Cornell Elementary

Election Training Attended

- Wisconsin County Clerk Summer Conference - June 24-26, 2024
 - University of Minnesota – “The Purcell Case”
 - Joanna Francescut, Shasta County, CA – “Hand Count Requests and its Implications”
 - The Elections Group LLC – Tabletop Exercises on Election Security
 - Wisconsin Ethics Commission
 - CISA (Cybersecurity & Infrastructure Security Agency)
 - Wisconsin Elections Commission
- Tabletop the Vote 2024: National Election Exercise – August 23, 2024
 - CISA coordinated National Event
 - Attendees from FBI, CIA, All Military Branches, USPS, State Agencies, County, City, Town and Village Clerks

Election Training Attended

- Wisconsin County Clerks Association – Fall Conference – September 23rd – 24th
 - EAC (Elections Assistance Commission) – “Civility and Election Security Training”
 - Keep Our Republic – “Media Relations”
 - Wisconsin Elections Commission
- University of Minnesota – Partnership with Wisconsin County Clerks Association
 - Online courses completed:
 - Crisis Media Management: Introduction for Preparedness
 - Husted v. A. Phillip Randolph Institute and The National Voter Registration Act

Passports

- Passport Revenue - \$64,855
- Passport Photo Revenue - \$19,210



Marriage License

- 363 marriage licenses issued in 2024 compared to 352 in 2023



County Board and Committee Meetings

- Completed Agenda and Minutes for:
 - 17 County Board meetings
 - 5 Agriculture & Extension Committee meetings
 - 7 Legal and Law Committee meetings
 - 5 Economic Development Committee meetings

Questions



Thank you!

Monthly Statements of Claim Filed with the County Clerk



County ordinance states the County Clerk shall report at the next session of the Board all statements of claim filed in the Clerk's Office since the last Board meeting. The ordinance language is included below for reference. Also attached for reference is the process for handling claims against the County.

Please note: This information is being provided as a report only. There will be no discussion or official action taken at this time regarding this matter. If you have additional questions, please contact the Corporation Counsel Division for assistance at 715-726-4595.

Ordinance Sec 2-60. Meetings of the County Board

(l) Claims.

- (1) Any person having a demand or claim against the county shall make such demand or claim by following the procedure prescribed by Wis. Stats. § 59.64 and shall make out a statement thereof in writing pursuant to Wis. Stat. §59.07 and file the statement with the clerk pursuant to Wis. Stat. §893.80 (1)(b).
- (2) Such claims shall be referred to the Corporation Counsel. The County Clerk shall report at the next session of the Board all claims filed in the Clerk's Office since the last County Board meeting, as set out in Wis. Stat. §59.64.
- (3) Payment of claim against county. The Executive Committee is authorized to settle claims not to exceed \$10,000 as provided in Wis. Stats. §59.52(12)(a). The Corporation Counsel is authorized to settle claims not to exceed \$500 as provided for in Wis. Stats. §59.52(12)(b). When any claim against the county is allowed by the Board, it shall be the duty of the clerk to prepare a warrant or order on the treasurer for payment of the claim, such warrant or order to be signed by the clerk and countersigned by the Administrator.

Claims Submitted to the County Clerk Since the Last County Board Meeting

County Board Meeting: July 8, 2025

Claimant	Date Filed	Amount of Claim	Type of Claim	Department Involved



Process for Handling Claims Against the County

WMMIC – Wisconsin Municipal Mutual Insurance Company

- Chippewa County is part owner of the insurance company, Wisconsin Municipal Mutual Insurance Company (WMMIC), which provides liability protection to the county. This includes general liability, auto and public official's errors and omissions coverage along with actions such as employment practices, auto accidents, law enforcement liability, ministerial and discretionary acts completed by our employees and elected officials.
- Chippewa County has been a founding member since WMMIC was formed in 1988.

Deborah Blevins – Corporation Counsel Legal Assistant

- In addition to general duties with the Corporation Counsel office, Blevins manages the liability insurance for Chippewa County.
- Since 2019, Blevins has served as Chippewa County's official representative with WMMIC and also serves as a member of the WMMIC Claims Committee.
 - Attends WMMIC's quarterly meetings and yearly board meetings.
 - At the quarterly meetings, all members are present for each committee meeting (Claims, Underwriting, Finance, and Board of Directors), thereby affording everyone a clear understanding of what is happening within WMMIC.
- Processes and administers all claims (personal injury, vehicle, volunteer, etc.) for County (except workers comp)
- Drafts/Presents resolutions for allowance/disallowance of claims to Executive Committee and County Board
- Works with insurance carriers to recover funds for damages caused by third parties (prepare small claims actions).

Chippewa County Ordinance

Ordinance Sec 2-60(l)(3) Meetings of the County Board:

- Payment of claim against county. The Executive Committee is authorized to settle claims not to exceed \$10,000 as provided in Wis. Stats. §59.52(12)(a). The Corporation Counsel is authorized to settle claims not to exceed \$500 as provided for in Wis. Stats. §59.52(12)(b). When any claim against the county is allowed by the Board, it shall be the duty of the clerk to prepare a warrant or order on the treasurer for payment of the claim, such warrant or order to be signed by the clerk and countersigned by the Administrator.

Resolutions to Allow or Disallow a Claim

- When claims are brought to the Executive Committee/County Board for allowance or disallowance, the matter has been thoroughly investigated by Blevins and the WMMIC Claim Representative. Discussions on the matter have taken place and relevant state statutes have been reviewed with regard to liability, if any, for the County.
- Notices of claim are presented to the County Clerk who then forwards them to Blevins. From there Blevins enters the claim into the system for the insurance company who then assigns an adjuster. WMMIC will then research it and provide a recommendation.
- If the County Board approves disallowing a claim, that simply limits the amount of time the claimant has to file a lawsuit, it does not otherwise prohibit the claimant from filing a lawsuit. The timeline for filing a lawsuit reduces from the time allowed under the applicable statute of limitations for the particular claim down to 6 months.

Risk/Consequences of Not Following WMMIC's Recommendation

If Chippewa County does not follow the recommendations of the Wisconsin Municipal Mutual Insurance Company (WMMIC), several concerns could arise:

- **Increased Financial Exposure:** Failure to comply with WMMIC's recommendations may leave the county vulnerable to costly lawsuits and liability claims. This could significantly increase the county's financial burden, as WMMIC may not cover claims if the county is found to have neglected risk management advice.
- **Loss of Liability Coverage:** If Chippewa County repeatedly ignores WMMIC's advice, there is a risk that the county could lose its coverage or face higher premiums, affecting its ability to secure adequate insurance in the future.
- **Potential Legal Consequences:** Ignoring WMMIC's guidance could result in non-compliance with state laws or regulations, exposing the county to legal penalties or sanctions.
- **Strain on County Resources:** Without proper coverage or by facing more claims, the county's resources could be diverted away from other important services to handle litigation or pay for damages out of pocket.

It is essential that Chippewa County maintain alignment with WMMIC's recommendations to mitigate these risks and protect both the county and its employees.



STATEMENT OF EXPLANATION

Resolution No. 23 - 25

RES. 23-25: RESOLUTION TO DISALLOW CLAIM OF OPTUMRX, INC. - TODD PAULS

On May 1, 2025, OptumRx, Inc. ("OptumRx") filed a claim against the County pursuant to Wisconsin Statute § 893.80. OptumRx is claiming that attorneys representing Chippewa County and 66 other Wisconsin counties in ongoing opioid litigation (*In re: Opioid Litigation, MDL 2804*) in the Northern District of Ohio have moved for leave to amend their complaint to add OptumRx as a defendant. OptumRx asserts that State law permits a county to sue only based on an action of the County Board of Supervisors or pursuant to an ordinance or resolution adopted by the County Board of Supervisors. OptumRx further asserts that Chippewa County has not, through action of the Chippewa County Board of Supervisors or pursuant to a resolution or ordinance, authorized a lawsuit against OptumRx, a pharmacy benefits manager. The damages being sought by OptumRx, Inc. is that Chippewa County take all necessary steps to remove the claims asserted in the County's name against OptumRx and its affiliate companies in the Opioid Litigation, or have the claims removed from the underlying litigation, and/or withdraw the Motion to Amend the Complaint to add OptumRx as a defendant to the case.

On June 10, 2025, the Chippewa County Board of Supervisors passed Resolution 15-25: Resolution Confirming and Ratifying the Authority of Counsel for Chippewa County to Add Additional Defendants to the Opioid Litigation, including but not limited to OptumRx.

Upon review of the claim by the County's outside Counsel and based upon the passage Resolution 15-25 by the Chippewa County Board of Supervisors, it is the recommendation of the County's outside Counsel that the County, to the extent this is a valid claim under Wis. Stat. §893.80, disallows the claim. The County reserves all rights to assert the claim is not a valid claim under Wis. Stat. §893.80 and preserves all defenses in that regard.

Resolution No. 23 - 25

RES. 23-25: RESOLUTION TO DISALLOW CLAIM OF OPTUMRX, INC. - TODD PAULS

WHEREAS, on May 1, 2025, OptumRx, Inc. ("OptumRx") filed a Notice of Claim with the Chippewa County Clerk's Office; and

WHEREAS, the Notice of Claim states that OptumRx is claiming that attorneys representing Chippewa County and 66 other Wisconsin counties in ongoing opioid litigation (*In re: Opioid Litigation, MDL 2804*) in the Northern District of Ohio have moved for leave to amend their complaint to add OptumRx as a defendant. OptumRx asserts that State law permits a county to sue only based on an action of the County Board of Supervisors or pursuant to an ordinance or resolution adopted by the County Board of Supervisors. Optum Rx further asserts that Chippewa County has not, through action of the Chippewa County Board of Supervisors or pursuant to a resolution of ordinance, authorized a lawsuit against OptumRx, a pharmacy benefits manager; and

WHEREAS, on June 10, 2025, the Chippewa County Board of Supervisors passed Resolution 15-25: Resolution Confirming and Ratifying the authority of counsel for Chippewa County to add additional defendants to opioid litigation, including but not limited to OptumRx; and

WHEREAS, upon review of the claim by the County's outside counsel, and based upon the passage Resolution 15-25 by the Chippewa County Board of Supervisors, it is their recommendation that the County disallows the claim; and

NOW, THEREFORE BE IT RESOLVED, that the Chippewa County Board of Supervisors does hereby disallow the claim of OptumRx, Inc, 1 Optum Circle, Eden Prairie, MN 55344, and no action on this claim may be brought against Chippewa County or any of its offices, officials, agents or employees after six months from the date of service of this notice, pursuant to Wis. Stat. § 893.80; and

BE IT FURTHER RESOLVED, that the County reserves all rights to assert the claim is not a valid claim under Wis. Stat. §893.80, and preserves all defenses in that regard; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the claimant by certified mail, return receipt requested, as Notice of Disallowance.

Forwarded to the County Board by the Executive Committee

FINANCIAL IMPACT:

There is no fiscal impact to Chippewa County by passage of this resolution.

07/8/2025 County Board

RESULT: APPROVED [UNANIMOUS]

MOVER: James Flater, District 1

SECONDER: Pamela Guthman, District 2

AYES: Hull, Bergeron, Flater, Guthman, Shoebridge, Gehring, Ericksen, Seidlitz, Peterson, Lotts, Bomar, Roshell, Kelly, Hennick, Kempe, Rohmeyer, Flynn, Ives

ABSENT: Timothy Goettl

History:

07/01/25 Executive Committee FORWARD TO COUNTY BOARD

Approved as to Form:

Todd A. Pauls

Todd A. Pauls, Corporation Counsel

6/23/2025

Leah Simington

Leah Simington, Finance Director

6/26/2025

Andy J. Albarado

Andy J. Albarado, County Administrator

6/23/2025

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BELL GIFTOS
ST. JOHN LLC

Writer's Direct Line: (608) 216-7995
Writer's Fax: (608) 216-7999
Writer's E-mail: kstjohn@bellgiftos.com

April 30, 2025

VIA EMAIL

Jaclyn Sadler
Clerk, Chippewa County
Room 109
711 N Bridge St.
Chippewa Falls, WI 54729
CountyClerk@chippewacountywi.gov; jsadler@co.chippewa.wi.us

Re: Notice of Claim Concerning Efforts To Sue OptumRx Without Legal Authority

Claimant: OptumRx, Inc.
1 Optum Circle
Eden Prairie, MN 55344

Dear Ms. Sadler,

I am counsel for Claimant, OptumRx. This letter provides notice of one or more claims that OptumRx has against Chippewa County, the Chippewa County Board of Supervisors, and Chippewa County employees or contractors relating to the ongoing efforts by Simmons Hanly Conroy to pursue civil legal claims against OptumRx on behalf of Chippewa County in the national opioid multidistrict litigation. *In re National Prescription Opiate Litigation*, No. 1:17-md-2804 ("Opioid Litigation").

Summary of Claim

In summary, the basis for this claim is that attorneys purporting to represent Chippewa County have moved for leave to amend their complaint to add OptumRx as a defendant. State law permits a county to sue only based on an action of the County Board of Supervisors or pursuant to an ordinance or resolution adopted by the County Board of Supervisors. But Chippewa County has not, through an action of the Chippewa County Board of Supervisors or pursuant to a resolution or ordinance, authorized a lawsuit against OptumRx, a pharmacy benefits manager.

OptumRx became aware the County's attempts to sue it were without legal authority on April 7, 2025. OptumRx is experiencing ongoing harm as it continues to participate in federal court proceedings relating to the motion for leave to amend the complaint. OptumRx will experience a new-but-related harm if the federal court grants the motion and

permits the attorneys purporting to represent Chippewa County to file its complaint adding OptumRx as a party.

Additional Background

On November 7, 2017 the Chippewa County Board of Supervisors adopted Resolution 54-17. The resolution recited the County Board's belief that it was "in the best interest of [the] County" to pursue "claims against certain of the opioid manufacturers" according to terms set out in an "Engagement Letter" that accompanied the resolution. The Engagement Letter (attached hereto as **Exhibit A**) defined a subset of "Opioid Manufacturers;" OptumRx was not listed. And the Engagement Letter authorized counsel to "file a lawsuit against one or all of the Opioid Manufacturers" identified in the letter. The resolution authorized the County to enter into the Engagement Letter.

On November 28, 2017, Chippewa County, together with numerous other plaintiffs, filed its initial complaint in the Opioid Litigation. The County's suit named a number of defendants, such as opioid manufacturer Purdue Pharma. But the Complaint did not name OptumRx or any of its affiliates.

Several years after filing its initial complaint, on July 29, 2024, Chippewa County, through its litigation attorneys of record, joined a motion in the Opiate Litigation that sought leave to amend its complaint and add OptumRx and nine OptumRx affiliates as defendants. In the months that followed, OptumRx raised concerns with the Court that many plaintiffs that joined the motion to add claims against OptumRx had not properly authorized their outside counsel to assert claims against OptumRx. Following extensive briefings and multiple hearings, the Plaintiffs Executive Committee (PEC) identified more than 900 plaintiffs that were withdrawing from the motion for leave against OptumRx. However, Chippewa County remains a listed plaintiff in the most recent list provided on April 23, 2025, and thus remains actively engaged in its ongoing attempt to sue OptumRx and its affiliates.

As part of its investigation into whether political subdivisions properly authorized suit against OptumRx, Alston & Bird (which represents OptumRx in the underlying Opioids Litigation), submitted a public records request to Chippewa County. The request sought, among other items, all documents and other records relating the Chippewa County's authorization to amend its complaint, including amending its complaint to name OptumRx in the Opioid Litigation.

On April 7, 2025, Chippewa County provided documents to OptumRx's counsel, including the resolution that authorized the initial suit in 2017 against pharmaceutical manufacturers. The documents provided to OptumRx did not include any county board actions, resolutions, or ordinances that expanded the county's authority to bring lawsuits against parties like OptumRx, who was not listed as a "Opioid Manufacturer" in the Engagement

Letter and who has never been an opioid manufacturer. Thus, on April 7, 2025, OptumRx, through its counsel at Alston & Bird, learned that Chippewa County's attempt to sue OptumRx lacked legal authority.

Wisconsin statutes recognize that "[e]ach county in this state is a body corporate, authorized to sue and be sued...." Wis. Stat. § 59.01. Wisconsin statutes further provide that the "power of a county as a body corporate can *only* be exercised by the board [of supervisors], or in pursuance of a resolution adopted or ordinance enacted by the board." *Id.* § 59.02(1) (emphasis added). When the county board acts, it must do so by a majority vote of a quorum, or by a larger vote as may be required by law. *Id.* §§ 59.02(2),(3).

Resolution 54-17 expressly authorizes a lawsuit against a list of opioid manufacturers. Neither OptumRx nor its affiliates were identified potential defendants in the Engagement Letter incorporated by the Resolution. Even if the Resolution were interpreted to include suits against opioid manufacturers as a class, OptumRx and its affiliates are not opioid manufacturers. Instead, OptumRx is a pharmacy benefits manager. As a pharmacy benefits manager, OptumRx manages prescription drug benefits for insurers and employers with self-insured plans, negotiates drug prices, processes payments, and contracts with pharmacies. But in its capacity as pharmacy benefit manager, OptumRx does not manufacture or distribute opiates or any other pharmaceutical.

Because the Chippewa County Board of Supervisors has not adopted a resolution or ordinance that expands who Chippewa County may sue in connection with the Opioid Litigation or otherwise delegates to another the authority to sue non-manufacturers, Chippewa County's attempts to sue OptumRx are without legal authority.

Itemized Statement of Relief Sought

OptumRx is not seeking monetary damages from the County. The County may satisfy this claim by taking all necessary steps to remove the claims asserted in the County's name against OptumRx and its affiliate companies in the Opioid Litigation. If the motion for leave to amend the complaint is still pending, this claim may be satisfied if Chippewa County's attorney of record in the opioid litigation withdraws the motion or amends the proposed amended complaint to remove any claims asserted by Chippewa County against OptumRx and its affiliates. Although OptumRx does not anticipate a ruling before Chippewa County must respond to this notice of claim, in the event the motion to for leave to amend the complaint has been granted before the County acts, this claim may be satisfied by stipulating to a voluntary dismissal of Chippewa County's claims against OptumRx or its affiliates in the Opioid Litigation.

If this claim is denied, OptumRx reserves all its rights, including the right to seek a declaratory judgment that:

- (1) the County Board of Supervisors has not authorized the County to sue OptumRx;
and
- (2) the ongoing attempt to sue OptumRx violates state law because (a) counties may only authorize suit by an action of the county board or in pursuance of a resolution or ordinance adopted by the board, and (b) no action of the county board, resolution, or ordinance authorizes an opioid suit against OptumRx or any other pharmacy benefits manager (PBM).

OptumRx also expressly reserves the right to seek injunctive relief necessary to enforce that declaratory judgment.

* * *

County may contact claimant through me using the phone numbers, addresses, and emails listed in this header and footer to this letter. Please be aware, however, that Chippewa County is represented in the opioid litigation by outside counsel, and therefore any communication with OptumRx about this matter should include Chippewa County's outside counsel.

Thank you for your attention to this matter.

Sincerely,



BELL GIFTOS ST. JOHN LLC

Kevin St. John

cc: Andrew Hatchett, Grace Assaye, Blake Davis (Alston & Bird LLP)
Jayne Conroy (Simmons Hanly Conroy LLP)
Todd A. Pauls (Corporation Counsel, Chippewa County)

Exhibit A

October 11, 2017

VIA EMAIL

Chippewa County
c/o Anson Albarado, Board Chair

RE: *Engagement of von Briesen & Roper, s.c., and Crueger Dickinson LLC, Together with Simmons Hanly Conroy LLC, as Counsel in Relation to Claims Against Opioid Manufacturers*

Dear Chippewa County Officials:

The purpose of this letter (“Engagement Letter”) is to set out in writing the terms and conditions upon which the law firms of von Briesen & Roper, s.c., and Crueger Dickinson LLC (collectively “Counsel”) will provide legal services to Chippewa County (“County”) in relation to the investigation and prosecution of certain claims against the following manufacturers and other parties involved with the manufacture of opioid medications: Purdue Pharma L.P., Purdue Pharma Inc., The Purdue Frederick Company, Inc., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc., Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Endo Health Solutions Inc., Endo Pharmaceuticals, Inc., Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster (collectively “Opioid Manufacturers”). Depending upon the results of initial investigations of the facts and circumstances surrounding the potential claim(s), there may be additional parties sought to be made responsible and/or certain of the aforementioned parties may be removed from the potential claim.

This Engagement Letter shall apply solely and exclusively to the services set forth herein in relation to the investigation and Lawsuit, as defined below. This Engagement Letter does not govern, nor does it apply to, any services of either Counsel unrelated thereto.

SCOPE OF SERVICES

Counsel will work with County in the collection of information necessary to form a good faith basis for filing a claim against the Opioid Manufacturers. County hereby authorizes Counsel to file a lawsuit against one or all of the Opioid Manufacturers (“Lawsuit”) upon the terms and conditions set forth herein.

RESPONSIBILITIES

Counsel will prosecute the Lawsuit with diligence and keep County reasonably informed of progress and developments, and respond to County’s inquiries. County understands and agrees that Counsel, on behalf of County, will engage the services of the nationally-recognized law firm Simmons Hanly Conroy LLC, which has demonstrated experience prosecuting claims against Opioid Manufacturers (“National Law Firm”) and which, in addition to Crueger Dickinson LLC, will serve as counsel of record for County in relation to the Lawsuit. County understands and agrees that all fees paid to Counsel and National Law Firm shall be as set forth in this Engagement Letter. County shall not be responsible for any fees and expenses of National Law Firm beyond the fees and expenses for which County has agreed to be responsible as set forth herein. County agrees to cooperate with Counsel and National Law Firm in the gathering of information necessary to investigate and prosecute the Lawsuit. County further understands and agrees that the law firm of von Briesen & Roper, s.c., shall

not be identified on any pleading as counsel of record for County in relation to the Lawsuit, but shall be available to assist County and Counsel and National Law Firm in relation to the Lawsuit.

The following additional terms apply to the relationship between County, Counsel and National Law Firm:

- A. von Briesen & Roper, s.c., and Crueger Dickinson LLC shall remain sufficiently aware of the performance of one another and the performance of National Law Firm to ascertain if each firm's handling of the Lawsuit conforms to the Rules of Professional Conduct. Both von Briesen & Roper, s.c., and Crueger Dickinson LLC shall be available to County regarding any concerns on the part of County relating to the performance of Counsel and/or National Law Firm. Counsel shall at all times remain ethically and financially responsible to the County for the services of Counsel and National Law Firm set forth herein.
- B. As set forth below, County's responsibility for attorney fees and expenses is contingent upon the successful outcome of the Lawsuit, as further defined below. Counsel and National Law Firm have agreed in writing as to the appropriate split of attorney fees and expenses upon the engagement of National Law Firm. Specifically, in the event of a Recovery (as defined below), the attorney fees will be split between the law firms as follows:

<u>Firm Name</u>	<u>Percentage of Fees if Successful</u>
von Briesen & Roper, s.c.	10%
Crueger Dickinson LLC	45%
Simmons Hanly Conroy LLC	45%

The split of attorneys' fees between Counsel and National Law Firm may be subject to change. In the event of such an amendment, the County will be notified in writing of that amendment.

- C. Counsel and County understand and agree that Counsel and National Law Firm will all be considered attorneys for County. As such, each and all of Counsel and National Law Firm will adhere to the Rules of Professional Responsibility governing the relationship between attorney and client.

ACTUAL AND POTENTIAL CONFLICTS OF INTEREST AND WAIVER OF CONFLICT

As County is aware, Counsel and National Law Firm contemplate entering into the same arrangement as that set forth in this Engagement Letter with other counties and municipalities in Wisconsin and elsewhere. Counsel and National Law Firm believe that the goals and objectives of County are aligned with the goals and objectives of all other counties and municipalities with respect to the Lawsuit. Counsel and National Law Firm do not believe that to achieve the goals of the Lawsuit, either County or another county or municipality must take a position that is adverse to the interests of the other. However, to the extent any issue may arise in this matter about which County disagrees with another county or municipality, and one of you may wish to pursue a course that benefits one but is detrimental to the interest of the other, we cannot advise County or assist County or any other county or municipality in pursuing such a course. That is to say, Counsel and National

Law Firm cannot advocate for County's individual interests at the expense of the other counties or municipalities that Counsel and National Law Firm represent in a Lawsuit. Counsel and National Law Firm do not believe that this poses a problem because County's interests are currently aligned with the other counties and municipalities that are or may be in the Lawsuit. Counsel and National Law Firm are confident that their representation of County will not be limited in this matter by representation of any other county or municipality, but County should consider these consequences of joint representation in deciding whether to waive this conflict.

In addition to the material limitation discussed above, there are other consequences for County in agreeing to joint representation. Because each county or municipality would be a client of Counsel and National Law Firm, Counsel and National Law Firm owe equal duties of loyalty and communication to each client. As such, Counsel and National Law Firm must share all relevant information with all counties and municipalities who are clients in relation to the Lawsuit and Counsel and National Law Firm cannot, at the request of one county or municipality, withhold relevant information from the other client. That is to say, Counsel and National Law Firm cannot keep secrets about this matter among the counties and municipalities who are clients of Counsel and National Law Firm with respect to the Lawsuit. Also, lawyers normally cannot be forced to divulge information about communications with their clients because it is protected by the attorney-client privilege. However, because County would be a joint client in the same matter with other counties and municipalities, it is likely that were there to be a future legal dispute between County and other counties or municipalities that engage Counsel and National Law Firm about this matter, the attorney-client privilege would not apply, and each would not be able to invoke the privilege against the claims of the other.

Further, while County's position is in harmony with other counties and municipalities presently, and the conflict discussed above is waivable, facts and circumstances may change. For example, County may change its mind and wish to pursue a course that is adverse to the interests of another county or municipality and the conflict may become unwaivable. In that case, depending upon the circumstances, Counsel and National Law Firm may have to withdraw from representing either County or another county or municipality and County would have to bear the expense, if County chooses, of hiring new lawyers who would have to get up to speed on the matter.

County is not required to agree to waive this conflict, and County may, after considering the risks involved in joint representation, decline to sign this Engagement Letter. By signing this Engagement Letter, County is signifying its consent to waiving the conflict of interest discussed herein.

Other than the facts and circumstances related to the joint representation of numerous counties and municipalities, Counsel and National Law Firm are unaware of any facts or circumstances that would prohibit Counsel and/or National Law Firm from providing the services set forth in this Engagement Letter. However, it is important to note that the law firm of von Briesen & Roper, s.c., is a relatively large law firm based in Wisconsin and represents many companies and individuals. It is possible that some present and future clients of von Briesen & Roper, s.c., will have business relationships and potential or actual disputes with County. von Briesen & Roper, s.c., will not knowingly represent clients in matters that are actually adverse to the interests of County without County's permission and informed consent. von Briesen & Roper, s.c. respectfully requests that County consent, on a case by case basis, to von Briesen & Roper, s.c.'s representation of other clients whose interests are, or maybe adverse to, the interests of County in circumstances where County has selected other counsel and where von Briesen & Roper, s.c., has requested a written conflict waiver from County after being advised of the circumstances of the potential or actual conflict and County has provided informed consent.

FEES FOR LEGAL SERVICES AND RESPONSIBILITY FOR EXPENSES

A. Calculation of Contingent Fee

There is no fee for the services provided herein unless a monetary recovery acceptable to County is obtained by Counsel and National Law Firm in favor of County, whether by suit, settlement, or otherwise ("Recovery"). County understands and agrees that a Recovery may occur in any number of different fashions such as final judgment in the Lawsuit, settlement of the Lawsuit, or appropriation to County following a nationwide settlement or extinguishing of claims in lawsuits and matters similar to the Lawsuit. Counsel and National Law Firm agree to advance all costs and expenses of Counsel, National Law Firm and the Lawsuit associated with investigating and prosecuting the Lawsuit provided, however, that the costs and expenses associated with County cooperating with Counsel and National Law Firm in conjunction with the Lawsuit and otherwise performing its responsibilities under this Engagement Letter are the responsibility of County. In consideration of the legal services to be rendered by Counsel and National Law Firm, the contingent attorneys' fees for the services set forth in this Engagement Letter shall be a gross fee of 25% of the Recovery, which sum shall be divided among Counsel and National Law Firm as set forth in the above chart.

Upon the application of the applicable fee percentage to the gross Recovery, and that dollar amount set aside as attorneys' fees to Counsel and National Law Firm, the amount remaining shall first be reduced by the costs and disbursements that have been advanced by Counsel and National Law Firm, and that amount shall be remitted to Counsel and National Law Firm. By way of example only, if the gross amount of the Recovery is \$1,000,000.00, and costs and disbursements are \$100,000.00, then the fee to Counsel and National Law Firm shall be \$250,000, the costs amount of \$100,000 shall be deducted from the balance of \$750,000.00, and the net balance owed to County shall be \$650,000. The costs and disbursements which may be deducted from a Recovery include, but are not limited to, the following, without limitation: court fees, process server fees, transcript fees, expert witness fees and expenses, courier service fees, appellate printing fees, necessary travel expenses of attorneys to attend depositions, interview witnesses, attend meetings related to the scope of this Engagement Letter and the like, and other appropriate matter related out-of-pocket expenses. In the event that any Recovery results in a monetary payment to County that is less than the amount of the costs incurred and/or disbursements made by Counsel and National Law Firm, County shall not be required to pay Counsel and National Law Firm any more than the sum of the full Recovery.

B. Nature of Contingent Fee

No monies shall be paid to Counsel or National Law Firm for any work performed, costs incurred or disbursements made by Counsel or National Law Firm in the event no Recovery to County has been obtained. In the event of a loss at trial due to an adverse jury verdict or a dismissal of the Lawsuit by the court, no monies shall be paid to Counsel or National Law Firm for any work performed, costs incurred or disbursements made by Counsel or National Law Firm. In such an event, neither party shall have any further rights against the other.

C. Disbursement of Recovery Proceeds to County

The proceeds of any Recovery on County's behalf under the terms of this Engagement Letter shall be disbursed to County as soon as reasonably practicable after receipt by Counsel and National Law Firm. At the time of disbursement of any proceeds from a Recovery, County will be provided with a detailed disbursement sheet reflecting the method by which attorney's fees have been calculated and the expenses of litigation that are due to Counsel and National Law Firm from such proceeds. Counsel and National Law Firm are authorized to retain out of any moneys that may come into their

hands by reason of their representation of County the fees, costs, expenses and disbursements to which they are entitled as determined in this Engagement Letter.

TERMINATION OF REPRESENTATION

This Engagement Letter shall cover the period from the date first indicated below until the termination of the legal services rendered hereunder, unless earlier terminated as provided herein. This Engagement Letter may be terminated by County at any time, and in the event of such termination, neither party shall have any further rights against the other, except that in the event of a Recovery by County against the Opioid Manufacturers subsequent to termination, Counsel and National Law Firm shall have a statutory lien on any such recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination. Counsel and National Law Firm may withdraw as County's attorneys at any time for the following reasons:

- A. If Counsel and National Law Firm determine, in their sole discretion, that County's claim lacks merit or that it is not worthwhile to pursue the Lawsuit further; or
- B. For Good Cause. For purposes of this Paragraph, Good Cause may include County's failure to honor the terms of the Engagement Letter, County's failure to follow Counsel or National Law Firm's advice on a material matter, or any fact or circumstance that would, in the view of Counsel or National Law Firm, impair an effective attorney-client relationship or would render continuing representation unlawful or unethical. If terminated for Good Cause, County will take all steps necessary to free Counsel and National Law Firm of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete withdrawal provided, however, that Counsel and National Law Firm shall have a statutory lien on any Recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination.

SETTLEMENT

County has the authority to accept or reject any final settlement amount after receiving the advice of Counsel and National Law Firm. County understands settlements are a "compromise" of its claim(s), and that Counsel and National Law Firm's fee, as set forth above, applies to settlements also. For example, if a settlement is reached, and includes future or structured payments, Counsel and National Law Firm's fee shall include its contingent portion of those future or structured payments.

NO GUARANTEE OF RECOVERY

County understands and acknowledges that dispute resolution through litigation often takes years to achieve. County understands and acknowledges that there is no guarantee or assurances of any kind regarding the likelihood of success of the Lawsuit, but that Counsel and National Law Firm will use their skill, diligence, and experience to diligently pursue the Lawsuit.

LIMITED LIABILITY

von Briesen & Roper, s.c., and Crueger Dickinson LLC are limited liability entities under Wisconsin law. This means that if Counsel fails to perform duties in the representation of County and that failure causes County damages, the firms comprising Counsel and the shareholder(s) or principals directly involved in the representation may be responsible to County for those damages, but the

firm's other shareholders or principals will not be personally responsible. Counsel's professional liability insurance exceeds the minimum amounts required by the Wisconsin Supreme Court for limited liability entities of similar size.

COMMUNICATION BY E-MAIL

Counsel and National Law Firm primarily communicate with their clients via unencrypted internet e-mail, and this will be the way in which communications occur with County. While unencrypted e-mail is convenient and fast, there is risk of interception, not only within internal networks and the systems used by internet service providers, but elsewhere on the internet and in the systems of our clients and their internet service providers.

FILE RETENTION AND DESTRUCTION

In accordance with Counsel and National Law Firm's records retention policy, most paper and electronic records maintained are subject to a 10-year retention period from the last matter activity date or whatever date deemed appropriate. Extended retention periods may apply to certain types of matters or pursuant to County's specific directives.

After the expiration of the applicable retention period, Counsel and National Law Firm will destroy records without further notice to County, unless County otherwise notifies in writing.

MISCELLANEOUS

This Engagement Letter shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflicts of law rules. In the event of any dispute arising out of the terms of this Engagement Letter, venue for any such dispute shall be exclusively designated in the State of Wisconsin Circuit Court for Milwaukee County, Wisconsin, or in the United States District Court for the Eastern District of Wisconsin.

It is expressly agreed that this Engagement Letter represents the entire agreement of the parties, that all previous understandings are merged in this Engagement Letter, and that no modification of this Engagement Letter shall be valid unless written and executed by all parties.

It is expressly agreed that if any term or provision of this Engagement Letter, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Engagement Letter, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Engagement Letter shall be valid and shall be enforced to the fullest extent permitted by law.

The parties acknowledge that they have carefully read and fully understand all of the provisions of this Engagement Letter, and that they have the capacity to enter into this Engagement Letter. Each party and the person signing on behalf of each party, represents that the person signing this Engagement Letter has the authority to execute this document and thereby bind the party hereto on whose behalf the person is signing. Specifically, County acknowledges that it is bound by this Engagement Letter, has satisfied all conditions precedent to execution of this Engagement Letter and will execute all the necessary documents that may be required by its governing statutes and/or code.

CONCLUSION

Counsel and National Law Firm are pleased to have this opportunity to be of service to County. If at any time during the course of representation you have any questions or comments about our services

or any aspect of how we provide services, please don't hesitate to call one or all of the individuals listed below.

Very truly yours,

von BRIESEN & ROPER, s.c.



Andrew T. Phillips

CRUEGER DICKINSON LLC



Erin K. Dickinson

SIMONS HANLY CONROY LLC (Acknowledged)

Paul J. Hanly, Jr.

CHIPPEWA COUNTY agrees to retain the services of Counsel and National Law Firm all upon the terms and conditions specified above.

By: _____

Date: _____

Title: _____

cc: Corporation Counsel

29243067_1.DOCX

Attachment: 2025 04 30 Notice of Claim Against Chippewa County; Claimant OptumRx (23 - 25 : Resolution To Disallow Claim of OptumRx, Inc.

County Clerk**Jaclyn J. Sadler**

711 N. Bridge Street, Room 109
 Chippewa Falls, WI 54729
 Phone 715.726.7985
 FAX 715.726.7987

CHIPPEWA COUNTY

Est. 1848



WISCONSIN

Deputy Clerks**Amanda S. Richardson**

715.726.7980

Lisa A. Merrell

715.726.7982

Certificate of Adoption

State of Wisconsin)

) ss.

Office of County Clerk

County of Chippewa)

I, Jaclyn J. Sadler, the County Clerk of Chippewa County, Wisconsin, do certify the attached resolution was adopted by the Chippewa County Board of Supervisors on June 10, 2025.

Jaclyn J. Sadler
 County Clerk





STATEMENT OF EXPLANATION

Resolution No. 15 - 25

RES. 15-25: RESOLUTION CONFIRMING AND RATIFYING THE AUTHORITY OF COUNSEL FOR CHIPPEWA COUNTY TO ADD ADDITIONAL DEFENDANTS TO OPIOID LITIGATION, INCLUDING IN MDL 2804 - ANDY ALBARADO/TODD PAULS

Pursuant to Resolution 54-17, the Chippewa County Board of Supervisors previously authorized the County to enter into an engagement agreement with von Briesen & Roper, s.c., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the "Law Firms") to pursue litigation against manufacturers, distributors, and retailers, among others, of opioid pharmaceuticals (the "Opioid Defendants") in an effort to hold the Opioid Defendants responsible for the opioid epidemic in the County's community. The Law Firms filed similar lawsuits on behalf of 66 other Wisconsin counties and all Wisconsin cases were coordinated with thousands of other lawsuits filed against the same or substantially similar parties as the Opioid Defendants in the Northern District of Ohio, captioned *In re: Opioid Litigation*, MDL 2804 (the "Litigation"). To date, through nationwide settlements, the Law Firms have achieved considerable success on behalf of the County in holding the Opioid Defendants responsible for their role in creating or maintaining the opioid epidemic.

Through the course of ongoing discovery and investigation concerning the opioid epidemic and parties potentially responsible therefor, it was determined that meritorious opioid-related claims exist against additional parties, including but not limited to the entities listed on Exhibit A hereto, and that they should be added as defendants in the Litigation. The engagement agreement with the Law Firms provides "depending upon the results of initial investigations of the facts and circumstances surrounding the potential claim(s), there may be additional parties sought to be made responsible"

While the County believes the engagement agreement with the Law Firms provided the Law Firms with adequate authority to add additional parties to be held responsible, the County understands that recently those parties questioned that authority, and therefore, for the avoidance of doubt, the County is adopting this Resolution confirming and ratifying the Law Firms' authority to add additional parties, including but not limited to the entities listed on Exhibit A, as defendants in the Litigation.

Resolution No. 15 - 25

**RES. 15-25: RESOLUTION CONFIRMING AND RATIFYING THE AUTHORITY OF COUNSEL FOR
CHIPPEWA COUNTY TO ADD ADDITIONAL DEFENDANTS TO OPIOID LITIGATION, INCLUDING
IN MDL 2804 - ANDY ALBARADO/TODD PAULS**

WHEREAS, pursuant to Resolution 54-17, the Chippewa County Board of Supervisors previously authorized the County to enter into an engagement agreement with von Briesen & Roper, s.c., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the "Law Firms") to pursue litigation against manufacturers, distributors, and retailers, among others, of opioid pharmaceuticals (the "Opioid Defendants") in an effort to hold the Opioid Defendants responsible for the opioid epidemic in the County's community; and

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

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

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

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

WHEREAS, to date, through nationwide settlements, the Law Firms have achieved considerable success on behalf of the County in holding the Opioid Defendants responsible for their role in creating or maintaining the opioid epidemic; and

WHEREAS, through the course of ongoing discovery and investigation concerning the opioid epidemic and parties potentially responsible therefor, it was determined that meritorious opioid-related claims exist against additional parties, including but not limited to the entities listed on Exhibit A hereto, and that they should be added as defendants in the Litigation; and

WHEREAS, the engagement agreement with the Law Firms provides "depending upon the results of initial investigations of the facts and circumstances surrounding the potential claim(s), there may be additional parties sought to be made responsible;" and

73 WHEREAS, while the County believes the engagement agreement with the Law Firms
74 provided the Law Firms with adequate authority to add additional parties to be held
75 responsible, the County understands that recently those parties questioned that authority, and
76 therefore, for the avoidance of doubt, the County is adopting this Resolution confirming and
77 ratifying the Law Firms' authority to add additional parties, including but not limited to the
78 entities listed on Exhibit A, as defendants in the Litigation; and

79
80 WHEREAS, to avoid any confusion surrounding the County's authorization to the Law
81 Firms to amend the pleadings in the Litigation to include additional parties, including but not
82 limited to the entities listed on Exhibit A as named defendants in MDL 2804, this Resolution is
83 intended to serve as confirmation and ratification of such authorization; and

84
85 WHEREAS, the County, by this Resolution, intends to confirm and ratify the authority of
86 the Law Firms to amend the pleadings in the Litigation to add additional parties, including but
87 not limited to the entities listed on Exhibit A as defendants in MDL 2804, or to commence
88 appropriate federal or state court proceedings against such entities, and further intends to
89 authorize Corporation Counsel to execute and deliver any and all other and further documents
90 necessary to effectuate the intent of this Resolution; and

91
92 NOW, THEREFORE, BE IT RESOLVED: the County Board of Supervisors hereby confirms
93 and ratifies the authority of:

- 94
95 1. The Law Firms to file appropriate pleadings in MDL 2804 or appropriate federal
96 or state court proceedings to add additional parties, including but not limited to
97 the entities listed on Exhibit A as defendants.
98
99 2. The Corporation Counsel, Board Chair or other authorized official to execute and
100 deliver any and all other and further documents necessary to effectuate the
101 intent of this Resolution.
102

103 BE IT FURTHER RESOLVED, that all actions heretofore taken by the Board of Supervisors
104 and other appropriate public officers and agents of the County with respect to the matters
105 contemplated under this Resolution are hereby ratified, confirmed, and approved.
106

107 Forwarded to the County Board by the Executive Committee.
108

109 **FINANCIAL IMPACT:**

110 There is no fiscal impact to Chippewa County by passage of this resolution.
111

06/10/2025 County Board
RESULT: APPROVED [UNANIMOUS]
MOVER: Pamela Guthman, District 2
SECONDER: Brian Flynn, District 18
AYES: Hull, Flater, Guthman, Shoebridge, Gehring, Kirby, Goettl, Bergeron, Seidlitz, Peterson,
 Lotts, Bomar, Roshell, Kelly, Kempe, Rohmeyer, Flynn, Ives
ABSENT: James Ericksen, Lee Hennick

History:
 05/20/25 Executive Committee FORWARD TO COUNTY BOARD

Approved as to Form:

Todd A. Pauls

Todd A. Pauls, Corporation Counsel

5/9/2025

Lori Zwiefelhofer

Lori Zwiefelhofer, Finance Director

5/9/2025

Andy J. Albarado

Andy J. Albarado, County Administrator

5/9/2025

**Exhibit A – Non-Inclusive List of Potential Defendants
(Including all Related Entities of Each Listed)**

Abbot Laboratories, Inc.	Sackler, Beverly
Albertsons LLC	Sackler, David A.
Allergan, Inc.	Sackler, Mortimer D.A.
Alvogen, Inc.	Sackler, Theresa
Amerisource Bergen	Sandoz, Inc.
Amneal Pharmaceuticals, Inc.	Smith Drug Company
Associated Pharmacies, Inc.	Smith's Food & Drug Centers, Inc.
Auburn Pharmaceuticals	Sun Pharmaceutical
Aurolife Pharma LLC	Supervalu, Inc. d/b/a Advantage Logistics
Baker, Stuart	Target Corporation
Cardinal Health	Teva Pharmaceuticals
Costco Wholesale Corporation	The Kroger Co.
CVS Health Corporation	Thrifty Payless, Inc.
Dakota Drug, Inc.	Top Rx, Inc.
Discount Drug Mart	Tris Pharma, Inc.
Eckerd Corp.	Walgreens Boots Alliance
Eveready Wholesale Drugs	Walmart Inc.
Express Scripts Inc.	Warner Chilcott Company, LLC
Henry Shein, Inc.	West-Ward Pharmaceuticals Corp. n/k/a
Hy-Vee, Inc.	Hikma Pharmaceuticals, Inc.
Indivior Inc.	Winn-Dixie
Janssen Pharmaceuticals	Zydus Pharmaceuticals (USA), Inc.
K-VA-T/Ahold Delhaize	
KVK-Tec, Inc.	
Louisiana Wholesale Drug Co., Inc.	
Lupin Pharmaceuticals, Inc.	
McKesson	
Miami-Luken, Inc.	
Morris & Dickson Co., LLC	
Mylan Pharmaceuticals, Inc.	
North Carolina Mutual Wholesale Drug Co.	
Omnicare Distribution Center	
OptumRx, Inc.	
Pharmacy Buying Association Inc.	
Prescription Supply, Inc.	
Publix Super Markets, Inc.	
Purdue Pharma	
Raymond Sacker Trust	
RiteAid of Maryland, Inc.	
Sacker, Kathe A.	
Sacker, Richard S.	
Sackler Defendants	
Sackler Lefcourt, Ilene	

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RESOLUTION 54-17 STARTS ON THE NEXT PAGE

Attachment: Resolution 54-17 to Engage in Opioid (23 - 25 : Resolution To Disallow Claim of OptumRx, Inc. - Todd Pauls)



STATEMENT OF EXPLANATION

Resolution No. 54 - 17

RESOLUTION TO APPROVE ENGAGEMENT LETTER TO ENTER INTO LITIGATION AGAINST PHARMACEUTICAL COMPANIES TO RECOVER FUNDS EXPENDED DUE TO THE OPIOID EPIDEMIC

Approval of this resolution will authorize Chippewa County to enter into an Engagement Letter with the law firms of von Briesen, Crueger Dickinson LLC, and Simons Hanly Conroy LLC to file a lawsuit as a plaintiff against certain pharmaceutical companies for their roles in causing the so-called "Opioid Epidemic". The goal of the litigation is to attempt to recoup funds that were expended by Chippewa County in addressing issues directly attributable to the Opioid Epidemic. The Departments most likely affected by the Opioid Epidemic are Human Services and Public Health. Other departments that may have recoverable costs that are attributable to opioid abuse, but to a lesser extent, are the Sheriff's Department, District Attorney's Office and the Courts.

The attached documents were provided by the WCA and the litigation team. Those documents include a presentation on the proposed opioid litigation, the proposed Engagement Letter, a sample complaint against pharmaceutical companies that was filed in New York, a Wall Street Journal article and a New York Times article on opioid addiction, and a listing of other lawsuits that are occurring across the country. These attachments provide further explanation as to the purpose and goals of the litigation.

Attachment: Resolution 54-17 to Engage in Opioid (23 - 25 : Resolution To Disallow Claim of OptumRx, Inc. - Todd Pauls)

Resolution No. 54 - 17

**RESOLUTION TO APPROVE ENGAGEMENT LETTER TO ENTER INTO LITIGATION AGAINST
PHARMACEUTICAL COMPANIES TO RECOVER FUNDS EXPENDED DUE TO THE OPIOID
EPIDEMIC**

WHEREAS, Chippewa County ("County") is concerned with the recent rapid rise in troubles among County citizens, residents, and visitors in relation to problems arising out of the use, abuse and overuse of opioid medications, which according to certain studies, impacts millions of people across the country; and

WHEREAS, issues and concerns surrounding opioid use, abuse and overuse by citizens, residents and visitors are not unique to County and are, in fact, issues and concerns shared by all other counties in Wisconsin and, for that matter, states and counties across the country, as has been well documented through various reports and publications, and is commonly referred to as the Opioid Epidemic ("Opioid Epidemic"); and

WHEREAS, the societal costs associated with the Opioid Epidemic are staggering and, according to the Centers for Disease Control and Prevention, amount to over \$75 billion annually; and

WHEREAS, the National Institute for Health has identified the manufacturers of certain of the opioid medications as being directly responsible for the rapid rise of the Opioid Epidemic by virtue of their aggressive and, according to some, unlawful and unethical marketing practices; and

WHEREAS, certain of the opioid manufacturers have faced civil and criminal liability for their actions that relate directly to the rise of the Opioid Epidemic; and

WHEREAS, County has spent millions in unexpected and unbudgeted time and resources in its programs and services related to the Opioid Epidemic; and

WHEREAS, County is responsible for a multitude of programs and services, all of which require County to expend resources generated through state and federal aid, property tax levy, fees and other permissible revenue sources; and

WHEREAS, County's provision of programs and services becomes more and more difficult every year because the costs associated with providing the Opioid Epidemic programs and services continue to rise, yet County's ability to generate revenue is limited by strict levy limit caps and stagnant or declining state and federal aid to County; and

WHEREAS, all sums that County expends in addressing, combatting and otherwise dealing with the Opioid Epidemic are sums that cannot be used for other critical programs and services that County provides to County citizens, residents and visitors; and

54 WHEREAS, County has been informed that numerous counties and states across the
55 country have filed or intend to file lawsuits against certain of the opioid manufacturers in an
56 effort to force the persons and entities responsible for the Opioid Epidemic to assume financial
57 responsibility for the costs associated with addressing, combatting and otherwise dealing with
58 the Opioid Epidemic; and

59 WHEREAS, County has engaged in discussions with representatives of the law firms of von
60 Briesen & Roper, s.c., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the "Law Firms")
61 related to the potential for County to pursue certain legal claims against certain opioid
62 manufacturers; and

63 WHEREAS, County has been informed that the Law Firms have the requisite skill,
64 experience and wherewithal to prosecute legal claims against certain of the opioid
65 manufacturers on behalf of public entities seeking to hold them responsible for the Opioid
66 Epidemic; and

67 WHEREAS, the Law Firms have proposed that County engage the Law Firms to prosecute
68 the aforementioned claims on a contingent fee basis whereby the Law Firms would not be
69 compensated unless County receives a financial benefit as a result of the proposed claims and
70 the Law Firms would advance all claim-related costs and expenses associated with the claims;
71 and

72 WHEREAS, all of the costs and expenses associated with the claims against certain of the
73 opioid manufacturers would be borne by the Law Firms; and

74 WHEREAS, the Law Firms have prepared an engagement letter, which is submitted as part
75 of this Resolution ("Engagement Letter") specifying the terms and conditions under which the
76 Law Firms would provide legal services to County and otherwise consistent with the terms of
77 this Resolution; and

78 WHEREAS, County is informed that the Wisconsin Counties Association has engaged in
79 extensive discussions with the Law Firms and has expressed a desire to assist the Law Firms,
80 County and other counties in the prosecution of claims against certain of the opioid
81 manufacturers; and

82 WHEREAS, County would participate in the prosecution of the claim(s) contemplated in
83 this Resolution and the Engagement Letter by providing information and materials to the Law
84 Firms and, as appropriate, the Wisconsin Counties Association as needed; and

85 WHEREAS, County believes it to be in the best interest of County, its citizens, residents,
86 visitors and taxpayers to join with other counties in and outside Wisconsin in pursuit of claims
87 against certain of the opioid manufacturers, all upon the terms and conditions set forth in the
88 Engagement Letter; and

89 WHEREAS, by pursuing the claims against certain of the opioid manufacturers, County is

attempting to hold those persons and entities that had a significant role in the creation of the Opioid Epidemic responsible for the financial costs assumed by County and other public agencies across the country in dealing with the Opioid Epidemic;

NOW, THEREFORE BE IT RESOLVED, that the Chippewa County Board of Supervisors does hereby authorize and agrees to be bound by, the Engagement Letter and hereby directs the County Administrator to execute the Engagement Letter on behalf of the County; and

BE IT FURTHER RESOLVED, that Chippewa County shall endeavor to faithfully perform all actions required of the County in relation to the claims contemplated herein and in the Engagement Letter and hereby directs all County personnel to cooperate with and assist the Law Firms in relation thereto; and

BE IT FURTHER RESOLVED, that the County Clerk shall forward a copy of this Resolution, together with the signed Engagement Letter, to the Wisconsin Counties Association, 22 E. Mifflin Street, Suite 900, Madison, Wisconsin, 53703.

Forwarded to the County Board by the Executive Committee.

FINANCIAL IMPACT:

It is unclear what the fiscal impact will be to Chippewa County. The main cost will be staff time to gather records, comply with discovery requests, and to determine what costs were attributable to the opioid epidemic that were borne by Chippewa County.

11/7/2017	County Board
RESULT:	APPROVED [9 TO 4]
MOVER:	Florian Skwierczynski, (Vice-Chairman)
SECONDER:	Kari Ives, District 12
AYES:	Albarado, Skwierczynski, Steele, Sikorski, Zwiefelhofer, Bergeron, Gerrish, Ives, Hunt
NAYS:	Tom Thornton, Dean Gullickson, Lawrence J. Willkom, Leigh Darrow
ABSENT:	Matthew Hartman, Chuck Hull

History:

10/17/17 Executive Committee FORWARD TO COUNTY BOARD

Approved as to Form:

James B. Sherman
James B. Sherman, Deputy Corporation Counsel

10/12/2017

Melissa J. Roach
Melissa J. Roach, Finance Director

10/12/2017

Frank R. Pascarella
Frank R. Pascarella, County Administrator 10/12/2017

124

Attachment: Resolution 54-17 to Engage in Opioid (23 - 25 : Resolution To Disallow Claim of OptumRx, Inc. - Todd Pauls)

October 11, 2017

VIA EMAIL

Chippewa County
c/o Anson Albarado, Board Chair

RE: *Engagement of von Briesen & Roper, s.c., and Crueger Dickinson LLC, Together with Simmons Hanly Conroy LLC, as Counsel in Relation to Claims Against Opioid Manufacturers*

Dear Chippewa County Officials:

The purpose of this letter (“Engagement Letter”) is to set out in writing the terms and conditions upon which the law firms of von Briesen & Roper, s.c., and Crueger Dickinson LLC (collectively “Counsel”) will provide legal services to Chippewa County (“County”) in relation to the investigation and prosecution of certain claims against the following manufacturers and other parties involved with the manufacture of opioid medications: Purdue Pharma L.P., Purdue Pharma Inc., The Purdue Frederick Company, Inc., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc., Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Endo Health Solutions Inc., Endo Pharmaceuticals, Inc., Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster (collectively “Opioid Manufacturers”). Depending upon the results of initial investigations of the facts and circumstances surrounding the potential claim(s), there may be additional parties sought to be made responsible and/or certain of the aforementioned parties may be removed from the potential claim.

This Engagement Letter shall apply solely and exclusively to the services set forth herein in relation to the investigation and Lawsuit, as defined below. This Engagement Letter does not govern, nor does it apply to, any services of either Counsel unrelated thereto.

SCOPE OF SERVICES

Counsel will work with County in the collection of information necessary to form a good faith basis for filing a claim against the Opioid Manufacturers. County hereby authorizes Counsel to file a lawsuit against one or all of the Opioid Manufacturers (“Lawsuit”) upon the terms and conditions set forth herein.

RESPONSIBILITIES

Counsel will prosecute the Lawsuit with diligence and keep County reasonably informed of progress and developments, and respond to County’s inquiries. County understands and agrees that Counsel, on behalf of County, will engage the services of the nationally-recognized law firm Simmons Hanly Conroy LLC, which has demonstrated experience prosecuting claims against Opioid Manufacturers (“National Law Firm”) and which, in addition to Crueger Dickinson LLC, will serve as counsel of record for County in relation to the Lawsuit. County understands and agrees that all fees paid to Counsel and National Law Firm shall be as set forth in this Engagement Letter. County shall not be responsible for any fees and expenses of National Law Firm beyond the fees and expenses for which County has agreed to be responsible as set forth herein. County agrees to cooperate with Counsel and National Law Firm in the gathering of information necessary to investigate and prosecute the Lawsuit. County further understands and agrees that the law firm of von Briesen & Roper, s.c., shall

not be identified on any pleading as counsel of record for County in relation to the Lawsuit, but shall be available to assist County and Counsel and National Law Firm in relation to the Lawsuit.

The following additional terms apply to the relationship between County, Counsel and National Law Firm:

- A. von Briesen & Roper, s.c., and Crueger Dickinson LLC shall remain sufficiently aware of the performance of one another and the performance of National Law Firm to ascertain if each firm's handling of the Lawsuit conforms to the Rules of Professional Conduct. Both von Briesen & Roper, s.c., and Crueger Dickinson LLC shall be available to County regarding any concerns on the part of County relating to the performance of Counsel and/or National Law Firm. Counsel shall at all times remain ethically and financially responsible to the County for the services of Counsel and National Law Firm set forth herein.
- B. As set forth below, County's responsibility for attorney fees and expenses is contingent upon the successful outcome of the Lawsuit, as further defined below. Counsel and National Law Firm have agreed in writing as to the appropriate split of attorney fees and expenses upon the engagement of National Law Firm. Specifically, in the event of a Recovery (as defined below), the attorney fees will be split between the law firms as follows:

<u>Firm Name</u>	<u>Percentage of Fees if Successful</u>
von Briesen & Roper, s.c.	10%
Crueger Dickinson LLC	45%
Simmons Hanly Conroy LLC	45%

The split of attorneys' fees between Counsel and National Law Firm may be subject to change. In the event of such an amendment, the County will be notified in writing of that amendment.

- C. Counsel and County understand and agree that Counsel and National Law Firm will all be considered attorneys for County. As such, each and all of Counsel and National Law Firm will adhere to the Rules of Professional Responsibility governing the relationship between attorney and client.

ACTUAL AND POTENTIAL CONFLICTS OF INTEREST AND WAIVER OF CONFLICT

As County is aware, Counsel and National Law Firm contemplate entering into the same arrangement as that set forth in this Engagement Letter with other counties and municipalities in Wisconsin and elsewhere. Counsel and National Law Firm believe that the goals and objectives of County are aligned with the goals and objectives of all other counties and municipalities with respect to the Lawsuit. Counsel and National Law Firm do not believe that to achieve the goals of the Lawsuit, either County or another county or municipality must take a position that is adverse to the interests of the other. However, to the extent any issue may arise in this matter about which County disagrees with another county or municipality, and one of you may wish to pursue a course that benefits one but is detrimental to the interest of the other, we cannot advise County or assist County or any other county or municipality in pursuing such a course. That is to say, Counsel and National

Law Firm cannot advocate for County's individual interests at the expense of the other counties or municipalities that Counsel and National Law Firm represent in a Lawsuit. Counsel and National Law Firm do not believe that this poses a problem because County's interests are currently aligned with the other counties and municipalities that are or may be in the Lawsuit. Counsel and National Law Firm are confident that their representation of County will not be limited in this matter by representation of any other county or municipality, but County should consider these consequences of joint representation in deciding whether to waive this conflict.

In addition to the material limitation discussed above, there are other consequences for County in agreeing to joint representation. Because each county or municipality would be a client of Counsel and National Law Firm, Counsel and National Law Firm owe equal duties of loyalty and communication to each client. As such, Counsel and National Law Firm must share all relevant information with all counties and municipalities who are clients in relation to the Lawsuit and Counsel and National Law Firm cannot, at the request of one county or municipality, withhold relevant information from the other client. That is to say, Counsel and National Law Firm cannot keep secrets about this matter among the counties and municipalities who are clients of Counsel and National Law Firm with respect to the Lawsuit. Also, lawyers normally cannot be forced to divulge information about communications with their clients because it is protected by the attorney-client privilege. However, because County would be a joint client in the same matter with other counties and municipalities, it is likely that were there to be a future legal dispute between County and other counties or municipalities that engage Counsel and National Law Firm about this matter, the attorney-client privilege would not apply, and each would not be able to invoke the privilege against the claims of the other.

Further, while County's position is in harmony with other counties and municipalities presently, and the conflict discussed above is waivable, facts and circumstances may change. For example, County may change its mind and wish to pursue a course that is adverse to the interests of another county or municipality and the conflict may become unwaivable. In that case, depending upon the circumstances, Counsel and National Law Firm may have to withdraw from representing either County or another county or municipality and County would have to bear the expense, if County chooses, of hiring new lawyers who would have to get up to speed on the matter.

County is not required to agree to waive this conflict, and County may, after considering the risks involved in joint representation, decline to sign this Engagement Letter. By signing this Engagement Letter, County is signifying its consent to waiving the conflict of interest discussed herein.

Other than the facts and circumstances related to the joint representation of numerous counties and municipalities, Counsel and National Law Firm are unaware of any facts or circumstances that would prohibit Counsel and/or National Law Firm from providing the services set forth in this Engagement Letter. However, it is important to note that the law firm of von Briesen & Roper, s.c., is a relatively large law firm based in Wisconsin and represents many companies and individuals. It is possible that some present and future clients of von Briesen & Roper, s.c., will have business relationships and potential or actual disputes with County. von Briesen & Roper, s.c., will not knowingly represent clients in matters that are actually adverse to the interests of County without County's permission and informed consent. von Briesen & Roper, s.c., respectfully requests that County consent, on a case by case basis, to von Briesen & Roper, s.c.'s representation of other clients whose interests are, or maybe adverse to, the interests of County in circumstances where County has selected other counsel and where von Briesen & Roper, s.c., has requested a written conflict waiver from County after being advised of the circumstances of the potential or actual conflict and County has provided informed consent.

FEES FOR LEGAL SERVICES AND RESPONSIBILITY FOR EXPENSES

A. Calculation of Contingent Fee

There is no fee for the services provided herein unless a monetary recovery acceptable to County is obtained by Counsel and National Law Firm in favor of County, whether by suit, settlement, or otherwise ("Recovery"). County understands and agrees that a Recovery may occur in any number of different fashions such as final judgment in the Lawsuit, settlement of the Lawsuit, or appropriation to County following a nationwide settlement or extinguishing of claims in lawsuits and matters similar to the Lawsuit. Counsel and National Law Firm agree to advance all costs and expenses of Counsel, National Law Firm and the Lawsuit associated with investigating and prosecuting the Lawsuit provided, however, that the costs and expenses associated with County cooperating with Counsel and National Law Firm in conjunction with the Lawsuit and otherwise performing its responsibilities under this Engagement Letter are the responsibility of County. In consideration of the legal services to be rendered by Counsel and National Law Firm, the contingent attorneys' fees for the services set forth in this Engagement Letter shall be a gross fee of 25% of the Recovery, which sum shall be divided among Counsel and National Law Firm as set forth in the above chart.

Upon the application of the applicable fee percentage to the gross Recovery, and that dollar amount set aside as attorneys' fees to Counsel and National Law Firm, the amount remaining shall first be reduced by the costs and disbursements that have been advanced by Counsel and National Law Firm, and that amount shall be remitted to Counsel and National Law Firm. By way of example only, if the gross amount of the Recovery is \$1,000,000.00, and costs and disbursements are \$100,000.00, then the fee to Counsel and National Law Firm shall be \$250,000, the costs amount of \$100,000 shall be deducted from the balance of \$750,000.00, and the net balance owed to County shall be \$650,000. The costs and disbursements which may be deducted from a Recovery include, but are not limited to, the following, without limitation: court fees, process server fees, transcript fees, expert witness fees and expenses, courier service fees, appellate printing fees, necessary travel expenses of attorneys to attend depositions, interview witnesses, attend meetings related to the scope of this Engagement Letter and the like, and other appropriate matter related out-of-pocket expenses. In the event that any Recovery results in a monetary payment to County that is less than the amount of the costs incurred and/or disbursements made by Counsel and National Law Firm, County shall not be required to pay Counsel and National Law Firm any more than the sum of the full Recovery.

B. Nature of Contingent Fee

No monies shall be paid to Counsel or National Law Firm for any work performed, costs incurred or disbursements made by Counsel or National Law Firm in the event no Recovery to County has been obtained. In the event of a loss at trial due to an adverse jury verdict or a dismissal of the Lawsuit by the court, no monies shall be paid to Counsel or National Law Firm for any work performed, costs incurred or disbursements made by Counsel or National Law Firm. In such an event, neither party shall have any further rights against the other.

C. Disbursement of Recovery Proceeds to County

The proceeds of any Recovery on County's behalf under the terms of this Engagement Letter shall be disbursed to County as soon as reasonably practicable after receipt by Counsel and National Law Firm. At the time of disbursement of any proceeds from a Recovery, County will be provided with a detailed disbursement sheet reflecting the method by which attorney's fees have been calculated and the expenses of litigation that are due to Counsel and National Law Firm from such proceeds. Counsel and National Law Firm are authorized to retain out of any moneys that may come into their

hands by reason of their representation of County the fees, costs, expenses and disbursements to which they are entitled as determined in this Engagement Letter.

TERMINATION OF REPRESENTATION

This Engagement Letter shall cover the period from the date first indicated below until the termination of the legal services rendered hereunder, unless earlier terminated as provided herein. This Engagement Letter may be terminated by County at any time, and in the event of such termination, neither party shall have any further rights against the other, except that in the event of a Recovery by County against the Opioid Manufacturers subsequent to termination, Counsel and National Law Firm shall have a statutory lien on any such recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination. Counsel and National Law Firm may withdraw as County's attorneys at any time for the following reasons:

- A. If Counsel and National Law Firm determine, in their sole discretion, that County's claim lacks merit or that it is not worthwhile to pursue the Lawsuit further; or
- B. For Good Cause. For purposes of this Paragraph, Good Cause may include County's failure to honor the terms of the Engagement Letter, County's failure to follow Counsel or National Law Firm's advice on a material matter, or any fact or circumstance that would, in the view of Counsel or National Law Firm, impair an effective attorney-client relationship or would render continuing representation unlawful or unethical. If terminated for Good Cause, County will take all steps necessary to free Counsel and National Law Firm of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete withdrawal provided, however, that Counsel and National Law Firm shall have a statutory lien on any Recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination.

SETTLEMENT

County has the authority to accept or reject any final settlement amount after receiving the advice of Counsel and National Law Firm. County understands settlements are a "compromise" of its claim(s), and that Counsel and National Law Firm's fee, as set forth above, applies to settlements also. For example, if a settlement is reached, and includes future or structured payments, Counsel and National Law Firm's fee shall include its contingent portion of those future or structured payments.

NO GUARANTEE OF RECOVERY

County understands and acknowledges that dispute resolution through litigation often takes years to achieve. County understands and acknowledges that there is no guarantee or assurances of any kind regarding the likelihood of success of the Lawsuit, but that Counsel and National Law Firm will use their skill, diligence, and experience to diligently pursue the Lawsuit.

LIMITED LIABILITY

von Briesen & Roper, s.c., and Crueger Dickinson LLC are limited liability entities under Wisconsin law. This means that if Counsel fails to perform duties in the representation of County and that failure causes County damages, the firms comprising Counsel and the shareholder(s) or principals directly involved in the representation may be responsible to County for those damages, but the

firm's other shareholders or principals will not be personally responsible. Counsel's professional liability insurance exceeds the minimum amounts required by the Wisconsin Supreme Court for limited liability entities of similar size.

COMMUNICATION BY E-MAIL

Counsel and National Law Firm primarily communicate with their clients via unencrypted internet e-mail, and this will be the way in which communications occur with County. While unencrypted e-mail is convenient and fast, there is risk of interception, not only within internal networks and the systems used by internet service providers, but elsewhere on the internet and in the systems of our clients and their internet service providers.

FILE RETENTION AND DESTRUCTION

In accordance with Counsel and National Law Firm's records retention policy, most paper and electronic records maintained are subject to a 10-year retention period from the last matter activity date or whatever date deemed appropriate. Extended retention periods may apply to certain types of matters or pursuant to County's specific directives.

After the expiration of the applicable retention period, Counsel and National Law Firm will destroy records without further notice to County, unless County otherwise notifies in writing.

MISCELLANEOUS

This Engagement Letter shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflicts of law rules. In the event of any dispute arising out of the terms of this Engagement Letter, venue for any such dispute shall be exclusively designated in the State of Wisconsin Circuit Court for Milwaukee County, Wisconsin, or in the United States District Court for the Eastern District of Wisconsin.

It is expressly agreed that this Engagement Letter represents the entire agreement of the parties, that all previous understandings are merged in this Engagement Letter, and that no modification of this Engagement Letter shall be valid unless written and executed by all parties.

It is expressly agreed that if any term or provision of this Engagement Letter, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Engagement Letter, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Engagement Letter shall be valid and shall be enforced to the fullest extent permitted by law.

The parties acknowledge that they have carefully read and fully understand all of the provisions of this Engagement Letter, and that they have the capacity to enter into this Engagement Letter. Each party and the person signing on behalf of each party, represents that the person signing this Engagement Letter has the authority to execute this document and thereby bind the party hereto on whose behalf the person is signing. Specifically, County acknowledges that it is bound by this Engagement Letter, has satisfied all conditions precedent to execution of this Engagement Letter and will execute all the necessary documents that may be required by its governing statutes and/or code.

CONCLUSION

Counsel and National Law Firm are pleased to have this opportunity to be of service to County. If at any time during the course of representation you have any questions or comments about our services

or any aspect of how we provide services, please don't hesitate to call one or all of the individuals listed below.

Very truly yours,

von BRIESEN & ROPER, s.c.



Andrew T. Phillips

CRUEGER DICKINSON LLC



Erin K. Dickinson

SIMONS HANLY CONROY LLC (Acknowledged)

Paul J. Hanly, Jr.

CHIPPEWA COUNTY agrees to retain the services of Counsel and National Law Firm all upon the terms and conditions specified above.

By: _____

Date: _____

Title: _____

cc: Corporation Counsel

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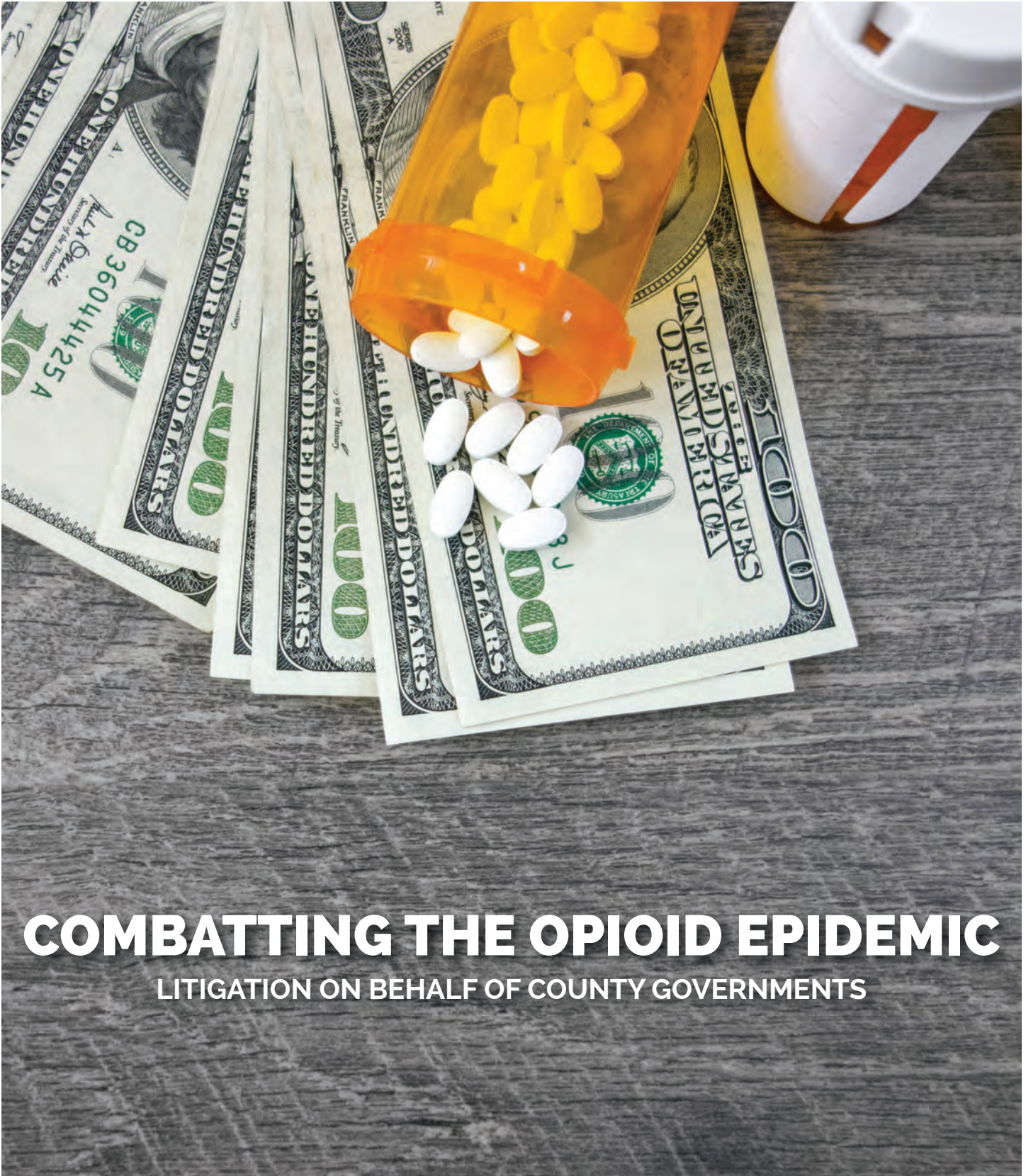
Attachment: Resolution 54-17 to Engage in Opioid (23 - 25 : Resolution To Disallow Claim of OptumRx, Inc. - Todd Pauls)



Crueger
Dickinson

vonBriesen

von Briesen & Roper, s.c. | Attorneys at Law



COMBATting THE OPIOID EPIDEMIC

LITIGATION ON BEHALF OF COUNTY GOVERNMENTS

Attachment: Resolution 54-17 to Engage in Opioid (23 - 25 : Resolution To Disallow Claim of OptumRx, Inc. - Todd Pauls)



THE OPIOID EPIDEMIC: A PUBLIC HEALTH CRISIS

Opioid addiction and abuse have reached epidemic levels over the past decade. Indeed, on March 22, 2016, the FDA recognized opioid abuse as a “public health crisis” that has a “profound impact on individuals, families and communities across our country.”¹

In the last decade, the epidemic has exploded. From 1999 to 2013 the amount of opioids dispensed in the United States quadrupled.

In 2013, nearly 207 million opioid prescriptions were written. A year later, that number grew to 259 million.

Those sales are big business for the pharmaceutical companies that manufacture and sell opioids including Purdue, Teva, Janssen, Cephalon and Endo (referred to as “Pharma”). In 2015 alone, the sale of opioids generated nearly \$10 Billion in revenue for Pharma.

Sales and profits have grown dramatically over the past several decades.

4X

From 1999 to 2013,
the amount of
prescription
opioids dispensed
in the U.S. nearly
quadrupled.

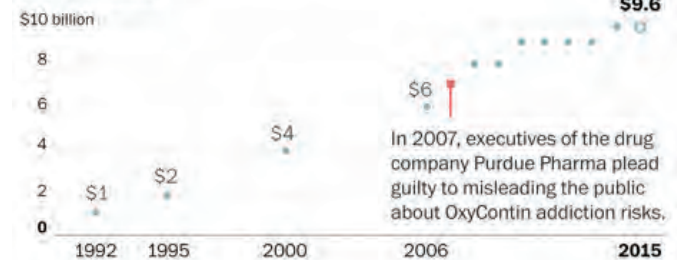
Tracking opioid use and sales

The opioid-drug market has grown dramatically over the past 25 years.

Total prescriptions filled in the United States



Total U.S. sales



Source: IMS Health²

THE WASHINGTON POST

¹ <http://www.fda.gov/newsevents/newsroom/pressannouncements/ucm491739.htm>

² https://www.washingtonpost.com/national/the-drug-industrys-answer-to-opioid-addiction-more-pills/2016/10/15/181a529c-8ae4-11e6-bff0-d53f592f176e_story.html?utm_term=.2d1327bf59ae



This spike in sales has had devastating and catastrophic effects. 2015 Data from the National Survey on Drug Use and Health showed that in the year 2013 over a third of the people in the United States had used prescription opioids with a significant number suffering from addiction as a result.

37.8% Americans used
prescription opioids

(91.8 MILLION PEOPLE)

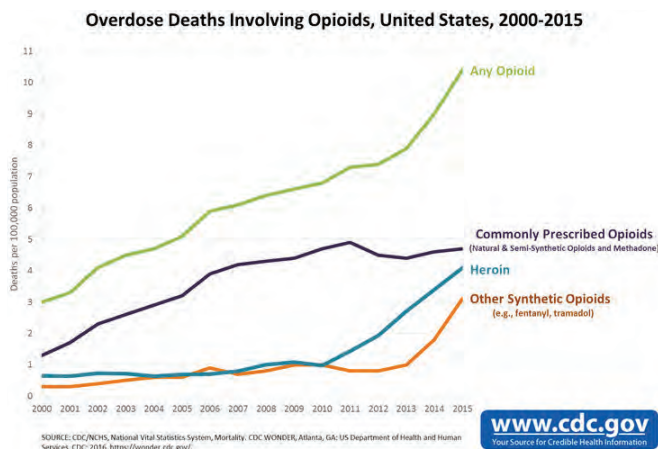
4.7% misused them

(11.5 MILLION PEOPLE)

.8% had a use disorder

(1.9 MILLION PEOPLE)

Additionally, deaths from opioids dramatically spiked with increased sales:



As described below, these dramatically increased sales and the spike in abuse and resultant deaths directly corresponds to Pharma's decision to market opioids for long-term use despite their known addictive effects.

PHARMA'S ROLE IN CREATING THE OPIOID EPIDEMIC

Opioids were historically used to provide effective treatment for short-term pain management. Controlled studies of the safety and efficacy of opioids were limited to short-term use. Pharma knew the limitations of the controlled studies. However, Pharma knew that profits could sky rocket if they were able to market and sell opioids for long-term use, including to treat chronic pain. In order to expand their market and achieve a dramatic increase in profits, Pharma decided to create a false marketing campaign designed to give the medical community and the public the false impression that opioids were safe and efficacious for long-term use. This false marketing campaign began in the late 90s, but exponentially increased starting in about 2006 and continues to the present.

Pharma was successful.

SINCE 1999

Prescription sales of
opioids have **quadrupled**

IN 2010

254 million opioid
prescriptions were written

IN 2013

37.4% of the population
had been prescribed
Opioids



The result was a public health crisis that has had a profound impact on individuals, families and communities across the country.

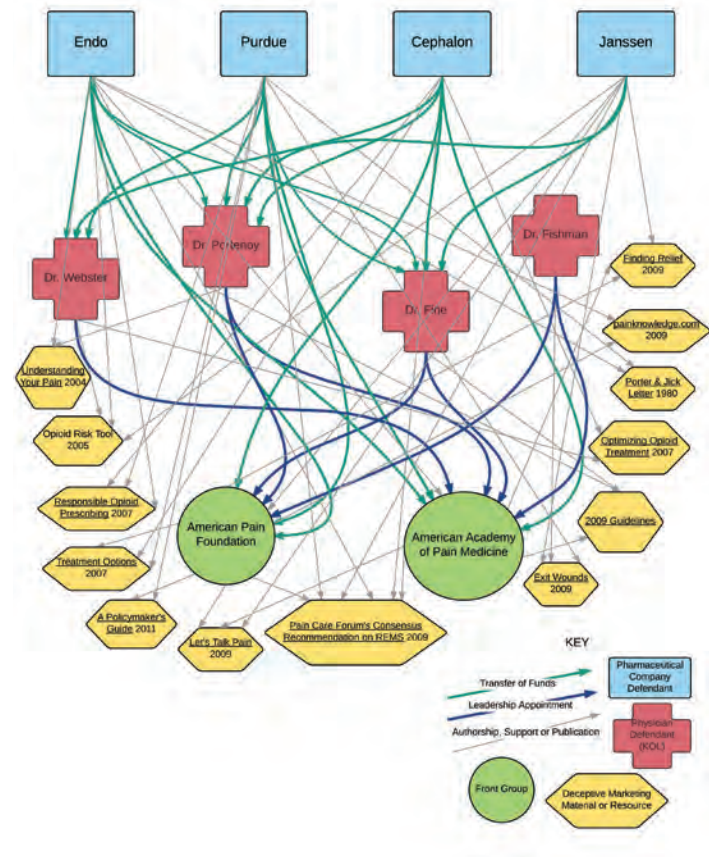
The National Institute for Health ("NIH") identified Pharma as directly responsible for this crisis. In 2015, the NIH found that "several factors are likely to have contributed to the current prescription drug abuse problem. They include drastic increases in the number of prescriptions written and dispensed, greater social acceptability for using medications for different purposes, and *aggressive marketing by pharmaceutical companies*."³

That "aggressive marketing campaign" included distorting medical and public perception of existing scientific data to create the false impression that opioids were safe and efficacious for long-term use. To accomplish this, Pharma poured money into generating articles, continuing education courses, sales groups and advocacy groups to create a phony "consensus" supporting the long-term use of opioids. Pharma and a select group of doctors and "front groups" banded together to create false legitimacy and the impression that these drugs were safe and efficacious for long-term use.

91

91 Americans die
every day from an
opioid overdose
(that includes
prescription opioids
and heroin).

The following graphic depicts how this worked:



County of Suffolk v. Purdue Pharm L.P. et al., Case No. NYSCEF 613760/2016, Doc. No. 2, Ex. A.

WHY DID PHARMA DO THIS?

The answer is simple. Pharma made blockbuster profits. In 2012 alone, Pharma raked in \$8 Billion from the sale of opioids. Purdue alone made \$3.1 Billion from the sale of the opioid Oxycontin.

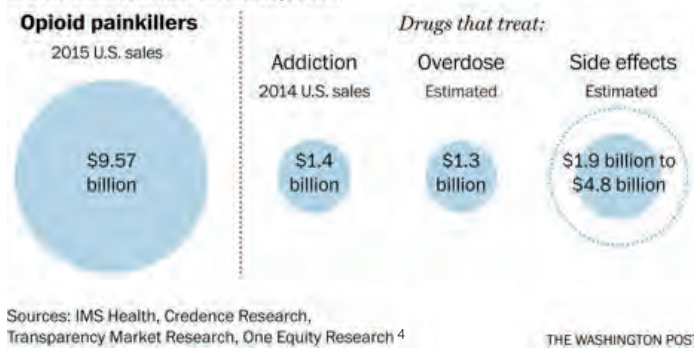
³ <https://www.drugabuse.gov/about-nida/legislative-activities/testimony-to-congress/2016/americas-addiction-to-opioids-heroin-prescription-drug-abuse>



Not only has the Pharma industry profited from selling opioids but companies have also profited from treating the effects. As illustrated in a recent Washington Post article, the profits have been enormous:

Drugs to treat the effects of drugs

The nearly \$9.6 billion industry around opioid pain management has begotten a number of new billion-dollar markets for addiction, overdose and side effects such as constipation.



COUNTIES BEAR THE COSTS

While Pharma was raking in profits, county governments have been forced to spend a significant amount of money combatting this epidemic. Costs to counties include health care costs, addiction and treatment costs, social costs, programming, training and education costs, criminal justice and victimization costs and lost productivity.

COUNTIES AND STATES FILE LAWSUITS

A number of government entities have brought litigation against the Pharma companies for their role in creating the Opioid Epidemic. This includes the State of Kentucky, the State of Ohio, the City of Chicago and counties in New York, West Virginia and Illinois. More and more cases are filed every week. Additionally, major news outlets have

been covering the opioid epidemic and resulting litigation.

HOLDING PHARMA ACCOUNTABLE: CLAIMS

Lawsuits seek to hold opioid manufacturers accountable for the costs communities incur as a result of the opioid epidemic.

Lawsuits have alleged that Pharma and a select group of doctors worked together to create a false impression of the safety and efficacy of opioids for long term use. Allegations are that Pharma and the doctors misled the medical community and consumers into believing that opioids were non-addictive and were a viable option for treatment of chronic pain. Legal claims have included:

- Misrepresentation
- Consumer Fraud/Violation of Consumer Protection Statutes
- False Advertising
- Nuisance
- Civil RICO

Different cases have taken different approaches, but the facts and allegations are similar.

⁴ https://www.washingtonpost.com/national/the-drug-industrys-answer-to-opioid-addiction-more-pills/2016/10/15/181a529c-8ae4-11e6-bff0-d53f592f176e_story.html?utm_term=.2d1327bf59ae



WHAT ARE THE DOLLAR FIGURES?

While it is still early in the investigation into the exact costs to counties, states and municipalities, costs of the Opioid Epidemic are staggering. Indeed, in 2016 researchers from the CDC estimated the annual economic burden of prescription opioid abuse in the U.S. at \$78.4 Billion. The study further broke down this cost as follows:

LOST PRODUCTIVITY

\$42 Billion (53.3%)

HEALTH INSURANCE

\$26.1 Billion (33.3%)

CRIMINAL JUSTICE

\$7.6 Billion (9.7%)

SUBSTANCE ABUSE TREATMENT

\$2.8 Billion (3.6%)

5

While the CDC study did not attempt to estimate damages to county governments, the economic impact is significant and, to date, unreimbursed by Pharma.

5 Florence CS, Zhou C, Luo F, Xu L. The Economic Burden of Prescription Opioid Overdose, Abuse, and Dependence in the United States, 2013. *Medical Care*. October 2016, 54(10): 901 – 906.



FREQUENTLY ASKED QUESTIONS



WHAT IS THE OPIOID LITIGATION AND WHY DOES IT AFFECT COUNTIES?

State and local governments around the country have begun to file lawsuits against several major manufacturers (Purdue, Janssen, Endo, Cephalon and others) (referred to as "Pharma") for their role in creating the Opioid Epidemic. These manufacturers flooded the market with highly addictive drugs, claiming they were safe and efficacious for long term use, manufactured studies to support these false claims and knowingly misrepresented the addictive nature of these drugs. As a result of these misrepresentations, millions of Americans lives have been impacted or destroyed (commonly referred to as the "Opioid Epidemic"). The Opioid Epidemic has in turn imposed huge costs on both county and state governments around the country including health care costs, substance abuse, treatment and prevention costs, criminal justice costs and productivity costs.



WHAT IS THE ECONOMIC IMPACT OF THE OPIOID EPIDEMIC?

While it is still early in the investigation, studies have analyzed the economic impact of the Opioid Epidemic. In the most recent major study, published in 2016 by CDC researchers, the annual estimated economic burden of prescription opioid abuse in the United States was determined to be \$78.4 Billion. Of that number the economic impact broke down as follows:

LOST PRODUCTIVITY

\$42 Billion (53.3%)

HEALTH INSURANCE

\$26.1 Billion (33.3%)

CRIMINAL JUSTICE

\$7.6 Billion (9.7%)

SUBSTANCE ABUSE TREATMENT

\$2.8 Billion (3.6%)

Predictably, as the epidemic has worsened, so has the economic burden. Indeed, a similar study in 2007 found the annual economic impact was \$55.7 Billion. And a recent 2017 study funded by the U.S. Department of Health and Human Services found that more than one third of U.S. civilian, noninstitutionalized adults reported prescription opioid use, with substantial numbers reporting misuse and use disorders. As the problem has worsened since 2013, it is expected that the impact has correspondingly worsened.

6 Florence CS, Zhou C, Luo F, Xu L. The Economic Burden of Prescription Opioid Overdose, Abuse, and Dependence in the United States, 2013. *Medical Care*, October 2016, 54(10): 901 – 906.


WHAT IS THE GOAL OF THE OPIOID LITIGATION?

To hold Pharma responsible for their role in creating the Opioid Epidemic and to return to the counties the money spent battling the epidemic and the expense of other critical programming. While it is unrealistic to think that the lawsuit will solve the problem, Pharma should be responsible for funding solutions to a problem they created.


WHAT KINDS OF COSTS WOULD A LAWSUIT SEEK TO RECOVER?

The counties would seek repayment for the costs they have expended related to the Opioid Epidemic. Those costs include but are not limited to:

- County funded healthcare costs for employees and dependents related to opioid addiction, substance abuse treatment, hospitalizations, etc.
- County funded programs for residents for prevention, treatment, health visits, substance abuse programs etc.
- Criminal Justice and law enforcement costs associated with opioids
- Loss of county employee productivity related to opioid abuse and addiction
- General societal mayhem and opioid related death costs


WHAT IS THE REASON THE COUNTIES SHOULD GET INVOLVED IN THE OPIOID LITIGATION?

The only way to recover any of the significant costs the counties have faced as a result of Pharma's role in the Opioid Epidemic is to bring suit. Any county that does not get involved risks receiving no recovery. While recovery in this type of litigation is not certain, one certain way to get nothing is to stay out of the litigation.


WHAT IF THE COUNTIES DO NOT GET INVOLVED?

Counties who do not get involved will not get a recovery in the event that there is one.


WHO WILL PAY FOR THE LITIGATION?

The counties will not be asked to bear the costs of the Opioid Litigation. The law firms proposing to represent the counties will work on a contingent fee basis (only getting paid out of a portion of the recovery if there is one) and bearing all costs of the litigation.


WHAT WILL BE EXPECTED OF A COUNTY BRINGING SUIT?

Counties bringing suit will be expected to participate in some significant ways, the most major of which is document collecting and information gathering to support the county's claim for costs associated with the Opioid Epidemic. The team of private attorneys will work on site with county employees to help identify, gather and assemble this information; however, county employee time will also be necessary. Affected departments will likely be Health and Human Services, Human Resources, Medical Examiner/Coroner, District Attorney's Office, Office of the Sheriff, Circuit Courts, Department of Administration.



**WHAT IS THE REASON TO COORDINATE EFFORTS
ACROSS COUNTIES IN THE LITIGATION?**

It will be very important to coordinate efforts both among counties in each state and between counties nationally. Government entities will face a well-financed, well-funded and coordinated defense from Pharma. Unless a critical mass of counties not only file suit and coordinate efforts, it is a safe bet that Pharma will simply continue to fight each individual case without contemplating a resolution.



**WILL THE STATE BE INVOLVED AND HOW WILL
THAT IMPACT THE COUNTIES AND THEIR ABILITY
TO RECOVER?**

The State of Ohio has brought suit and other states are contemplating suit. It is safe to assume that state governments will bring similar suits. The states and counties will have separate damages, however, and the counties should be able to recover even if the states bring suit. As the tobacco litigation demonstrated, there is no reason to expect that the counties can simply let the states file suit and wait for their portion of the states' recovery. The best way for the counties to protect their interests is to pursue their own litigation.



CATEGORIES OF INFORMATION SUPPORTING COUNTY COSTS

COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES/SOCIAL SERVICES/COMMUNITY PROGRAMS

Information regarding child welfare costs; out of home placements; community education; outreach and prevention; opioid abuse treatment; education of medical professionals; and costs associated with such programs.

Information regarding county funded (for residents/indigents) opioid-related office visits, toxicology screenings, inpatient therapy, medical claims, medical diagnosis, pharmacy claims, emergency department visits, emergency department claims, opioid treatment programs; days missed from work for opiate treatment or offenses, prescription drug plans, mental health screenings, mental health hospital visits, mental health diagnosis and Medicaid claims. Information regarding opiate treatment programs, funding for opiate treatment programs, inpatient and outpatient treatment data, cost of drugs for opiate treatment programs, insurance information for treatment and relapse information. Information from delinquency and court services regarding opioid-related interventions and programs designed to curb or prevent opioid use.

DEPARTMENT OF HUMAN RESOURCES

Information regarding county funded employee opioid-related office visits, toxicology screenings, inpatient therapy, medical claims, medical diagnosis, pharmacy claims, emergency department visits, emergency department claims, opioid treatment programs; days missed from work for opiate treatment or offenses, prescription drug plans, mental health screenings, mental health hospital visits, mental health diagnosis

Information regarding county employees' opioid-related disability claims, funding used for substance abuse, workers compensation claims, and mental health treatment.

MEDICAL EXAMINER/ CORONER

Information regarding the number of opioid overdose deaths, costs associated with those deaths.

JUSTICE SYSTEM IMPACTS

Information regarding the prosecution of opioid-related crimes committed within the county and the impacts on the justice system.



**OFFICE OF THE SHERIFF/
COUNTY JAIL**

Information regarding opioid-related arrests and charges, illegal trafficking data, prescription-related DWI's, incarceration records, probation records, drug court data, sheriff/deputy overtime data regarding opioid-related offenses, data from Narcan program, sheriff/data resources data dedicated to heroin epidemic including prevention, emergency dispatch data, repeat offender data, involuntary treatment programs, emergency dispatch data. Information regarding costs associated with housing inmates with addiction arrests, requiring addiction treatment programs.

**DEPARTMENT OF
ADMINISTRATION**

Information regarding costs associated with expenditures incurred, or resources allocated, to combat opioid addiction or abuse.

**COUNTY-OWNED
HOSPITALS/NURSING
HOMES**

Information regarding costs of opioid treatment at county-owned hospitals and nursing homes.



Crueger
Dickinson

vonBriesen

von Briesen & Roper, s.c. | Attorneys at Law

Contact us

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414 210 3767

CHARLES CRUEGER

Crueger Dickinson LLC
cjc@cruegerdickinson.com
414 210 3900

ANDREW T. PHILLIPS

von Briesen & Roper
aphillips@vonbriesen.com
414 287 1570

RESOLUTION NO. _____

TO THE HONORABLE BOARD OF SUPERVISORS OF _____ COUNTY,
WISCONSIN

MEMBERS,

WHEREAS, _____ County (“County”) is concerned with the recent rapid rise in troubles among County citizens, residents, and visitors in relation to problems arising out of the use, abuse and overuse of opioid medications, which according to certain studies, impacts millions of people across the country; and

WHEREAS, issues and concerns surrounding opioid use, abuse and overuse by citizens, residents and visitors are not unique to County and are, in fact, issues and concerns shared by all other counties in Wisconsin and, for that matter, states and counties across the country, as has been well documented through various reports and publications, and is commonly referred to as the Opioid Epidemic (“Opioid Epidemic”); and

WHEREAS, the societal costs associated with the Opioid Epidemic are staggering and, according to the Centers for Disease Control and Prevention, amount to over \$75 billion annually; and

WHEREAS, the National Institute for Health has identified the manufacturers of certain of the opioid medications as being directly responsible for the rapid rise of the Opioid Epidemic by virtue of their aggressive and, according to some, unlawful and unethical marketing practices; and

WHEREAS, certain of the opioid manufacturers have faced civil and criminal liability for their actions that relate directly to the rise of the Opioid Epidemic; and

WHEREAS, County has spent millions in unexpected and unbudgeted time and resources in its programs and services related to the Opioid Epidemic; and

WHEREAS, County is responsible for a multitude of programs and services, all of which require County to expend resources generated through state and federal aid, property tax levy, fees and other permissible revenue sources; and

WHEREAS, County’s provision of programs and services becomes more and more difficult every year because the costs associated with providing the Opioid Epidemic programs and services continue to rise, yet County’s ability to generate revenue is limited by strict levy limit caps and stagnant or declining state and federal aid to County; and

WHEREAS, all sums that County expends in addressing, combatting and otherwise dealing with the Opioid Epidemic are sums that cannot be used for other critical programs and services that County provides to County citizens, residents and visitors; and

WHEREAS, County has been informed that numerous counties and states across the country have filed or intend to file lawsuits against certain of the opioid manufacturers in an effort to force the persons and entities responsible for the Opioid Epidemic to assume financial responsibility for the costs associated with addressing, combatting and otherwise dealing with the Opioid Epidemic; and

WHEREAS, County has engaged in discussions with representatives of the law firms of von Briesen & Roper, s.c., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the “Law Firms”) related to the potential for County to pursue certain legal claims against certain opioid manufacturers; and

WHEREAS, County has been informed that the Law Firms have the requisite skill, experience and wherewithal to prosecute legal claims against certain of the opioid manufacturers on behalf of public entities seeking to hold them responsible for the Opioid Epidemic; and

WHEREAS, the Law Firms have proposed that County engage the Law Firms to prosecute the aforementioned claims on a contingent fee basis whereby the Law Firms would not be compensated unless County receives a financial benefit as a result of the proposed claims and the Law Firms would advance all claim-related costs and expenses associated with the claims; and

WHEREAS, all of the costs and expenses associated with the claims against certain of the opioid manufacturers would be borne by the Law Firms; and

WHEREAS, the Law Firms have prepared an engagement letter, which is submitted as part of this Resolution (“Engagement Letter”) specifying the terms and conditions under which the Law Firms would provide legal services to County and otherwise consistent with the terms of this Resolution; and

WHEREAS, County is informed that the Wisconsin Counties Association has engaged in extensive discussions with the Law Firms and has expressed a desire to assist the Law Firms, County and other counties in the prosecution of claims against certain of the opioid manufacturers; and

WHEREAS, County would participate in the prosecution of the claim(s) contemplated in this Resolution and the Engagement Letter by providing information and materials to the Law Firms and, as appropriate, the Wisconsin Counties Association as needed; and

WHEREAS, County believes it to be in the best interest of County, its citizens, residents, visitors and taxpayers to join with other counties in and outside Wisconsin in pursuit of claims against certain of the opioid manufacturers, all upon the terms and conditions set forth in the Engagement Letter; and

WHEREAS, by pursuing the claims against certain of the opioid manufacturers, County is attempting to hold those persons and entities that had a significant role in the creation of the Opioid Epidemic responsible for the financial costs assumed by County and other public agencies across the country in dealing with the Opioid Epidemic.

NOW, THEREFORE, BE IT RESOLVED:

County authorizes, and agrees to be bound by, the Engagement Letter and hereby directs the appropriate officer of the County to execute the Engagement Letter on behalf of the County; and

BE IT FURTHER RESOLVED:

County shall endeavor to faithfully perform all actions required of County in relation to the claims contemplated herein and in the Engagement Letter and hereby directs all County personnel to cooperate with and assist the Law Firms in relation thereto.

Respectfully submitted this _____ day of _____, 2016.

[COMMITTEE]

**[FISCAL NOTE]

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Attachment: Resolution 54-17 to Engage in Opioid (23 - 25 : Resolution To Disallow Claim of OptumRx, Inc. - Todd Pauls)

TAB 2

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U.S.

Opioid-Addiction Diagnoses Up Nearly 500% in Past Seven Years, Study Shows

Analysis of insurance claims illustrates the growing epidemic in the U.S.



Opioid-use disorder is the clinical term for addiction to opioids, which include prescription painkillers and illicit narcotics such as heroin. PHOTO: MICHAEL BRYANT/THE PHILADELPHIA INQUIRER/ASSOCIATED PRESS

By Anne Steele

June 29, 2017 8:00 a.m. ET

An analysis of millions of Americans' medical claims showed diagnoses of opioid-use disorder surged nearly 500% over the past seven years, according to a review by the Blue Cross Blue Shield Association.

The analysis, which examined the claims of over 30 million people with commercial insurance provided by Blue Cross Blue Shield insurers between 2010 and 2016, underscores the rising tide of addiction in the U.S. Opioid-use disorder is the clinical term for addiction to opioids, which include prescription painkillers and illicit narcotics such as heroin.

Twenty-one percent of the people reviewed in the analysis filled at least one opioid prescription in 2015, according to BCBSA, with higher doses and longer-duration prescriptions associated with higher addiction rates.

RELATED

- The Victims of the Opioid Crisis
- When the Mailman Unwittingly Becomes a Drug Dealer
- Fatal Student Opioid Overdoses Prompt Colleges to Action
- States Launch Bipartisan Probe of Opioid Marketing and Addiction
- Opioid Use Soars Among Middle Aged and Elderly

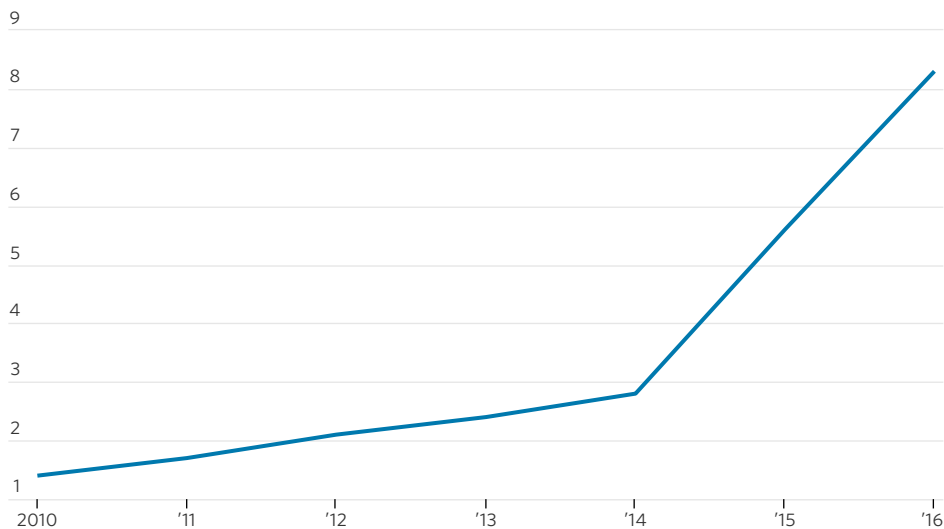
Opioid-use disorder was 40 times more likely in patients prescribed high doses for a short duration, compared with low doses for a short duration. And the disorder was seven times more likely when patients were prescribed a high dose for a long duration than a low dose for a long duration.

"You have to be concerned not just how long the script goes but how high a dose you're prescribing," says David Pizza, BCBSA's managing director of strategy and data analytics. "The way in which they're provided is key to addressing the dependency issue."

John Kelly, an associate professor of psychiatry in addiction medicine at Harvard Medical School, who wasn't involved in the study, said the results show "we are now at

Soaring

Rate of opioid-use disorder per 1,000 commercially insured Blue Cross Blue Shield members



Source: Blue Cross Blue Shield, The Health of America Report

THE WALL STREET JOURNAL

the public health equivalent of ‘DEFCON 5’ with this opioid crisis.”

“High-dose, long-duration prescribing practices, which can drive up rates of opioid-use disorder, are still too common. This needs much closer attention and monitoring to curb the onset of new cases of opioid-use disorder,” he said.

The analysis also showed that use of medications to treat opioid addiction, such as buprenorphine or methadone, grew by 65% over the period of the study—a rate dwarfed by the 493% increase in opioid-use disorder diagnoses.

Kim Holland, vice president for state affairs at BCBSA, said the necessary infrastructure to support people getting the treatment they need to address substance abuse effectively is lacking.

The analysis found more people with opioid-use disorder are treated with medication in New England than in the South and parts of the Midwest.

“It tells us there’s work to do,” says Ms. Holland. “Not everyone is getting the treatment they need.”

She said opioids are an important part of a physician’s ammunition to help alleviate pain.

“But to recognize potential dangers it’s important to understand the extent to which they are prescribed,” she said.

Ninety-one Americans die each day from an opioid overdose, according to the Centers for Disease Control and Prevention.

The amount of prescription opioids sold in the U.S. has nearly quadrupled since 1999 even though there has been no change in the amount of pain reported by Americans, the CDC says. Meanwhile, deaths from prescription opioids have more than quadrupled over the same period.

Write to Anne Steele at Anne.Steele@wsj.com

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U.S.

Oklahoma Sues Opioid Painkiller Makers

State alleges Purdue Pharma, Teva, Johnson & Johnson and Allergan misrepresented addictive risks of drugs



Oklahoma is suing Purdue, which sells the painkiller OxyContin, among other pharmaceutical companies . PHOTO: GEORGE FREY/REUTERS

By Jeanne Whalen

Updated June 30, 2017 4:35 p.m. ET

Oklahoma became the latest state to file a lawsuit against opioid painkiller makers, alleging they caused widespread addiction by misrepresenting the benefits and addictive risks of their drugs.

The lawsuit filed in state court by Oklahoma's Republican Attorney General, Mike Hunter, targets the parent companies and subsidiaries of Purdue Pharma L.P., Johnson & Johnson, Teva Pharmaceutical Industries Ltd. and Allergan PLC.

"Over a period of several years, defendants executed massive and unprecedented marketing campaigns through which they misrepresented the risks of addiction from their opioids and touted unsubstantiated benefits," the lawsuit alleges. "The damage defendants' false and deceptive marketing campaigns caused to the state of Oklahoma is catastrophic." The state is seeking damages and penalties to compensate it for costs related to addiction.

RELATED

- Ohio Sues Five Drugmakers, Saying They Fueled Opioid Crisis (May 31)
- Overdose Fatalities From Opioids Hit New Peaks (Jan. 6, 2017)
- Opioid-Addiction Diagnoses Up Nearly 500% in Past Seven Years, Study Shows (June 29)
- The Children of the Opioid Crisis (Dec. 15, 2016)

Purdue, which sells the painkiller OxyContin, said: "While we vigorously deny the allegations in the complaint, we share the attorney

general's concerns about the opioid crisis and we are committed to working collaboratively to find solutions."

Johnson & Johnson, whose subsidiary Janssen sells the opioid drug Duragesic, said: "We recognize opioid abuse is a serious public health issue that must be addressed. At the

same time, we firmly believe Janssen has acted responsibly and in the best interests of patients and physicians.”

Allergan, which sells the painkillers Kadian and Norco, said “it has a history of supporting—and continues to support—the safe, responsible use of prescription medications,” including opioids and said the drugs “play an appropriate role in pain relief for millions of Americans” when used correctly.

Teva, which sells the opioid drugs Actiq and Fentora, said it is “committed to the appropriate promotion and use of opioids.”

Oklahoma’s lawsuit follows similar suits filed by Mississippi, Ohio and Missouri.

The state lawsuits come amid mounting public concern over opioid addiction, which has helped drive U.S. overdose rates to all-time highs.

Many people became addicted by taking powerful opioid painkillers and often progressed to heroin if they couldn’t get access to pills. Public-health officials have long blamed aggressive company marketing and lax prescribing for sparking the crisis.

Write to Jeanne Whalen at jeanne.whelen@wsj.com

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U.S.

Ohio Sues Drug Makers, Saying They Aided Opioid Epidemic

By RICHARD PÉREZ-PEÑA MAY 31, 2017

The State of Ohio filed a lawsuit on Wednesday against the pharmaceutical industry over the opioid epidemic, accusing several drug companies of conducting marketing campaigns that misled doctors and patients about the danger of addiction and overdose.

Ohio's attorney general, Mike DeWine, sued the drug makers in a case similar to one that was filed by Mississippi in 2015 and is still pending. In another case, West Virginia went after major drug distributors and has reached settlements that will pay the state tens of millions of dollars. The City of Chicago, and counties in New York, California and West Virginia, have all started litigation.

Complaints like these are being closely watched by state and local governments around the country that are trying to decide how to proceed — decisions that are complicated by differences in state laws.

"We are in ongoing discussions with attorneys general about what can only be described as a national epidemic," said Michael P. Canty, a lawyer in New York whose firm, Labaton Sucharow, is advising states on possible opioid litigation.

In 2015, more than 25,000 people in the United States died in 2015 from overdosing on opioids like fentanyl, oxycodone and hydrocodone, more than twice as

those narcotics, now kill more Americans than homicide, and are approaching traffic accidents as a cause of death.

Middle-aged white men suffer disproportionately from opioid abuse, and the states with the highest overdose tolls are Ohio, Kentucky, New Hampshire and West Virginia.

The drugs were once used primarily for acute, or short-term pain, but over the last two decades, doctors have increasingly prescribed them to treat chronic pain, giving them to patients for months or years at a stretch. Drug makers promoted that change, Mr. DeWine charged in his suit, spending “millions of dollars on promotional activities and materials that falsely deny or trivialize the risks of opioids while overstating the benefits of using them for chronic pain.”

In addition, he said, the companies provided funding to prominent doctors, medical societies and patient advocacy groups to win their support for the drugs’ use. By 2012, the suit says, opioid prescriptions in Ohio equaled 68 pills a year for every resident of the state, including children.

Defendants in the case include Purdue Pharma, Teva Pharmaceutical Industries, Johnson & Johnson, Endo Pharmaceuticals, Allergan and others.

Purdue, the maker of OxyContin, a time-release opioid, released a statement saying, “We share the attorney general’s concerns about the opioid crisis and we are committed to working collaboratively to find solutions,” and calling the company “an industry leader in the development of abuse-deterrent technology.”

Pharmaceutical Research and Manufacturers of America, the leading industry group, said it would not comment on litigation involving specific companies.

Ohio’s lawsuit seeks to recover money the state has spent on the drugs themselves, through programs like Medicaid, and on addiction treatment. States took a similar approach in suing the tobacco industry in the 1990s, which eventually led to settlements worth more than \$200 billion.

A version of this article appears in print on June 1, 2017, on Page A17 of the New York edition with the headline: Ohio Sues Drug Makers Over Opioid Crisis.

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Attachment: Resolution 54-17 to Engage in Opioid (23 - 25 : Resolution To Disallow Claim of OptumRx, Inc. - Todd Pauls)

TAB 3

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK**

THE COUNTY OF SUFFOLK,

Plaintiff,

v.

PURDUE PHARMA L.P.; PURDUE PHARMA INC.; THE PURDUE FREDERICK COMPANY, INC.; TEVA PHARMACEUTICALS USA, INC.; CEPHALON, INC.; JOHNSON & JOHNSON; JANSSEN PHARMACEUTICALS, INC.; ORTHO-McNEIL-JANSSEN PHARMACEUTICALS, INC. N/K/A JANSSEN PHARMACEUTICALS, INC.; JANSSEN PHARMACEUTICA, INC. N/K/A JANSSEN PHARMACEUTICALS, INC.; ENDO HEALTH SOLUTIONS INC.; ENDO PHARMACEUTICALS, INC.; RUSSELL PORTENOY; PERRY FINE; SCOTT FISHMAN; and LYNN WEBSTER,

Defendants.

Index No.

COMPLAINT

Plaintiff, the County of Suffolk, New York ("Plaintiff"), by and through the undersigned attorneys, for its Complaint against Defendants Purdue Pharma L.P., Purdue Pharma Inc., The Purdue Frederick Company, Inc., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals Inc., Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Endo Health Solutions Inc., Endo Pharmaceuticals, Inc., Russell Portenoy, Perry Fine, Scott Fishman, and Lynn Webster (collectively, "Defendants") alleges as follows:

INTRODUCTION

1. Plaintiff spends millions of dollars each year to provide or pay for the health care, pharmaceutical care, and other necessary services and programs on behalf of indigents and otherwise eligible residents, including payments for prescription opium-like painkillers ("opioids"), which are manufactured, marketed, promoted, sold, and/or distributed by the Defendants.

2. Plaintiff also provides a wide range of other services on behalf of its residents, including services for families and children, public assistance, and law enforcement.

3. Plaintiff is one of the largest employers on Long Island, employing approximately 10,000 people in 22 departments. Plaintiff funds its own health insurance plan for the benefit of its employees, through which it pays part or all of its employees' health care costs, including the cost of prescription drugs, including opioids.

4. Opioids include brand-name drugs like OxyContin and Percocet and generics like oxycodone and hydrocodone. They are derived from or possess properties similar to opium and heroin, and, as such, they are highly addictive and dangerous and therefore are regulated by the United States Food and Drug Administration ("FDA") as controlled substances.

5. Opioids provide effective treatment for short-term post-surgical and trauma-related pain, and for palliative end-of-life care. They are approved by the FDA for use in the management of moderate to severe pain where use of an opioid analgesic is appropriate for more than a few days. Defendants, however, have manufactured,

promoted, and marketed opioids for the management of pain by misleading consumers and medical providers through misrepresentations or omissions regarding the appropriate uses, risks, and safety of opioids.

6. Addiction is a spectrum of substance use disorders that range from misuse and abuse of drugs to addiction.¹ Throughout this Complaint, "addiction" refers to the entire range of substance abuse disorders. Individuals suffer negative consequences wherever they fall on the substance use disorder continuum.

7. Defendants knew that, barring exceptional circumstances, opioids are too addictive and too debilitating for long-term use for chronic non-cancer pain lasting three months or longer ("chronic pain").

8. Defendants knew that, with prolonged use, the effectiveness of opioids wanes, requiring increases in doses to achieve pain relief and markedly increasing the risk of significant side effects and addiction.²

9. Defendants knew that controlled studies of the safety and efficacy of opioids were limited to short-term use (*i.e.*, not longer than 90 days) in managed settings (*e.g.*, hospitals) where the risk of addiction and other adverse outcomes was significantly minimized.

¹ Diagnostic and Statistical Manual of Mental Disorders (5th ed. 2013) ("DSM-V").

² See, *e.g.*, Russell K. Portenoy, *Opioid Therapy for Chronic Nonmalignant Pain: Current Status*, 1 Progress in Pain Res. & Mgmt., 247-287 (H.L. Fields and J.C. Liebeskind eds., 1994).

10. To date, there have been no long-term studies demonstrating the safety and efficacy of opioids for long-term use.

11. Despite the foregoing knowledge, in order to expand the market for opioids and realize blockbuster profits, Defendants sought to create a false perception of the safety and efficacy of opioids in the minds of medical professionals and members of the public that would encourage the use of opioids for longer periods of time and to treat a wider range of problems, including such common aches and pains as lower back pain, arthritis, and headaches.

12. Defendants accomplished that false perception through a coordinated, sophisticated, and highly deceptive marketing campaign that began in the late 1990s, became more aggressive in or about 2006, and continues to the present.

13. Defendants accomplished their marketing campaign goal by convincing doctors, patients, and others that the benefits of using opioids to treat chronic pain outweighed the risks, and that opioids could be safely used by most patients.

14. Defendants, individually and collectively, knowing that long-term opioid use causes addiction, misrepresented the dangers of long-term opioid use to physicians, pharmacists, and patients by engaging in a campaign to minimize the risks of, and to encourage, long-term opioid use.

15. Defendants' marketing campaign has been extremely successful in expanding opioid use. Since 1999, the amount of prescription opioids sold in the U.S.

nearly quadrupled.³ In 2010, 254 million prescriptions for opioids were filled in the U.S. – enough to medicate every adult in America around the clock for a month. In that year, 20% of all doctors’ visits resulted in the prescription of an opioid (nearly double the rate in 2000).⁴ While Americans represent only 4.6% of the world’s population, they consume 80% of the opioids supplied around the world and 99% of the global hydrocodone supply.⁵ By 2014, nearly two million Americans either abused or were dependent on opioids.⁶

16. Defendants’ campaign has been extremely profitable for them. In 2012 alone, opioids generated \$8 billion in revenue for drug companies.⁷ Of that amount, \$3.1 billion went to Purdue for its OxyContin sales.⁸

17. Defendants’ marketing campaign has been extremely harmful to Americans. Overdoses from prescription pain relievers are a driving factor in a 15-year increase in opioid overdose deaths. Deaths from prescription opioids have also

³ CDC, Injury Prevention & Control: Opioid Overdose, Understanding the Epidemic. Available at: <http://www.cdc.gov/drugoverdose/epidemic/index.html> (accessed March 31, 2016) (internal footnotes omitted).

⁴ M. Daubresse, et al., Ambulatory Diagnosis and Treatment of Nonmalignant Pain in the United States, 2000-2010, 51(10) Med. Care 870-78 (2013).

⁵ L. Manchikanti, et al., Therapeutic Use, Abuse, and Nonmedical Use of Opioids: A Ten-Year Perspective, 13 Pain Physician 401-435 (2010).

⁶ CDC, Injury Prevention & Control: Opioid Overdose, Prescription Opioids. Available at: <http://www.cdc.gov/drugoverdose/opioids/prescribed.html> (accessed March 31, 2016).

⁷ B. Meier & B. Marsh, *The Soaring Cost of the Opioid Economy*, N.Y. Times (June 22, 2013).

⁸ K. Eban, *Purdue Pharma’s Painful Medicine*, Fortune Magazine (Nov. 9, 2011).

quadrupled since 1999. From 2000 to 2014 nearly half a million people died from such overdoses. Seventy-eight Americans die every day from an opioid overdose.⁹

18. In 2012, an estimated 2.1 million people in the United States suffered from substance use disorders related to prescription opioid pain relievers.¹⁰ Between 30% and 40% of long-term users of opioids experience problems with opioid use disorders.¹¹

19. Opioid addiction and overdose have reached epidemic levels over the past decade. On March 22, 2016, the FDA recognized opioid abuse as a “public health crisis” that has a “profound impact on individuals, families and communities across our country.”¹²

⁹ CDC, Injury Prevention & Control: Opioid Overdose, Understanding the Epidemic, *supra*.

¹⁰ Substance Abuse and Mental Health Services Administration, *Results from the 2012 National Survey on Drug Use and Health: Summary of National Findings*, NSDUH Series H-46, HHS Publication No. (SMA) 13-4795. Rockville, MD: Substance Abuse and Mental Health Services Administration, 2013.

¹¹ J. Boscarino et al., Risk factors for drug dependence among out-patients on opioid therapy in a large US health-care system, 105(10) *Addiction* 1776 (2010); J. Boscarino et al., Prevalence of Prescription Opioid-Use Disorder Among Chronic Pain Patients: Comparison of the DSM-5 vs. DSM-4 Diagnostic Criteria, 30(3) *Journal of Addictive Diseases* 185 (2011).

¹² FDA announces enhanced warnings for immediate-release opioid pain medications related to risks of misuse, abuse, addiction, overdose and death. Available at <http://www.fda.gov/newsevents/newsroom/pressannouncements/ucm491739.htm> (accessed March 31, 2016).

20. Defendants' marketing campaign has failed to achieve any material health care benefits. Since 1999, there has been no overall change in the amount of pain that Americans report.¹³

21. The National Institutes of Health ("NIH") not only recognizes the opioid abuse problem, but also identifies Defendants' "aggressive marketing" as a major cause: "Several factors are likely to have contributed to the severity of the current prescription drug abuse problem. They include drastic increases in the number of prescriptions written and dispensed, greater social acceptability for using medications for different purposes, and *aggressive marketing by pharmaceutical companies*."¹⁴ As shown below, the "drastic increases in the number of prescriptions written and dispensed" and the "greater social acceptability for using medications for different purposes " are not really independent causative factors but are in fact the direct result of "the aggressive marketing by pharmaceutical companies."

22. The rising numbers of persons addicted to opioids have led to significantly increased health care costs as well as a dramatic increase of social problems, including drug abuse and diversion¹⁵ and the commission of criminal acts to obtain opioids

¹³ CDC, Injury Prevention & Control: Opioid Overdose, Understanding the Epidemic, *supra*.

¹⁴ America's Addiction to Opioids: Heroin and Prescription Drug Abuse. Available at http://www.drugabuse.gov/about-nida/legislative-activities/testimony-to-congress/2015/americas-addiction-to-opioids-heroin-prescription-drug-abuse#_ftn2 (accessed March 31, 2016) (emphasis added).

¹⁵ According to the CDC, when prescription medicines are obtained or used illegally, it is called "drug diversion."

throughout the United States, including New York State and Suffolk County. Consequently, public health and safety throughout the United States, including Suffolk County, has been significantly and negatively impacted due to the misrepresentations and omissions by Defendants regarding the appropriate uses and risks of opioids, ultimately leading to widespread inappropriate use of the drug.

23. Between 1996 and 2006, the New York State consumption of hydrocodone increased from approximately 2,000 milligrams (mgs) per person to 12,000 mgs per person. Oxycodone consumption increased from approximately 1,000 mgs per person to 16,000 mgs per person. At the same time, health care admissions for opioid analgesic abuse have risen both nationally and in New York State at rates of greater than 300%.

24. In Suffolk County in 2012, there were 8,271 emergency room visits due to opiate use. Substance abuse programs in Suffolk County served 18,724 people for opioid abuse. Deaths from prescription opioids have also quadrupled since 1999. From 2000 to 2014 nearly half a million people died from such overdoses. In 2012 there were 214 overdose deaths related to opioids.

25. The commission of criminal acts to obtain opioids is an inevitable consequence of opioid addiction. For example, on June 19, 2011, David Laffer and his wife, prescription opioid abusers desperately seeking opioids, robbed the Haven Pharmacy in Medford, New York. During the robbery, Laffer brutally executed four unarmed, unsuspecting customers and employees.¹⁶

¹⁶ *Id.*

26. As a direct and foreseeable consequence of Defendants' wrongful conduct, Plaintiff has been required to spend millions of dollars each year in its efforts to combat the public nuisance created by Defendants' deceptive marketing campaign. Plaintiff has incurred and continues to incur costs related to opioid addiction and abuse, including, but not limited to, health care costs, criminal justice and victimization costs, social costs, and lost productivity costs. Defendants' misrepresentations regarding the safety and efficacy of long-term opioid use proximately caused injury to Plaintiff and its residents.

JURISDICTION AND VENUE

27. This Court has jurisdiction over this action pursuant to New York Constitution, article VI, § 7(a) and CPLR 301 and 302.

28. Venue is proper in Suffolk County pursuant to CPLR 503(a).

29. This action is non-removable because there is incomplete diversity of residents and no substantial federal question is presented.

PARTIES

30. Suffolk County comprises ten towns in eastern Long Island, New York. Plaintiff provides a wide range of services on behalf of its residents, including services for families and children, public health, public assistance, law enforcement, and emergency care. As mentioned above, Plaintiff also funds its own health insurance plan for its approximately 10,000 employees.

31. Plaintiff brings this action on its own behalf and also as subrogee of its employees and residents and, as such, Plaintiff stands in the shoes of its subrogors, and is entitled to all the rights of its subrogors. In making the payments it has made on behalf

of its employees and residents, Plaintiff did not act as a volunteer but rather acted under compulsion, for the protection of its interests, or as *parens patriae*.

32. Defendant Purdue Pharma L.P. (“PPL”) is a limited partnership organized under the laws of Delaware with its principal place of business in Stamford, Connecticut.

33. Defendant Purdue Pharma Inc. (“PPI”) is a New York corporation with its principal place of business in Stamford, Connecticut.

34. Defendant The Purdue Frederick Company, Inc. (“PFC”) is a New York corporation with its principal place of business in Stamford, Connecticut.

35. PPL, PPI, and PFC (collectively, “Purdue”) are engaged in the manufacture, promotion, distribution, and sale of opioids nationally and in Suffolk County, including the following:

Table 1. Purdue Opioids

Drug Name	Chemical Name	Schedule ¹⁷
OxyContin	Oxycodone hydrochloride extended release	Schedule II
MS Contin	Morphine sulfate extended release	Schedule II
Dilaudid	Hydromorphone hydrochloride	Schedule II
Dilaudid-HP	Hydromorphone hydrochloride	Schedule II
Butrans	Byprenorphine	Schedule III
Hysingla ER	Hydrocodone bitrate	Schedule II

¹⁷ Since passage of the Controlled Substances Act (“CSA”) in 1970, opioids have been regulated as controlled substances. As controlled substances, they are categorized in five schedules, ranked in order of their potential for abuse, with Schedule I being the most dangerous. The CSA imposes a hierarchy of restrictions on prescribing and dispensing drugs based on their medicinal value, likelihood of addiction or abuse, and safety. Opioids generally had been categorized as Schedule II or Schedule III drugs. Schedule II drugs have a high potential for abuse, have a currently accepted medical use, and may lead to severe psychological or physical dependence. Schedule III drugs are deemed to have a lower potential for abuse, but their abuse still may lead to moderate or low physical dependence or high psychological dependence.

Targiniq ER	Oxycodone hydrochloride and naloxone hydrochloride	Schedule II
-------------	--	-------------

36. OxyContin is Purdue's largest-selling opioid. Since 2009, Purdue's national annual sales of OxyContin have fluctuated between \$2.47 billion and \$2.99 billion, up four-fold from 2006 sales of \$800 million. OxyContin constitutes roughly 30% of the entire market for analgesic drugs (*i.e.*, painkillers).

37. Defendant Teva Pharmaceuticals USA, Inc. ("Teva USA") is a Delaware corporation with its principal place of business in North Wales, Pennsylvania. Teva USA is a wholly owned subsidiary of Teva Pharmaceutical Industries, Ltd. ("Teva Ltd."), an Israeli corporation.

38. Defendant Cephalon, Inc. is a Delaware corporation with its principal place of business in Frazer, Pennsylvania. In 2011, Teva Ltd. acquired Cephalon, Inc.

39. Teva USA and Cephalon, Inc. (collectively, "Cephalon") work together to manufacture, promote, distribute and sell both brand name and generic versions of the opioids nationally and in Suffolk County, including the following:

Table 2. Cephalon Opioids

Drug Name	Chemical Name	Schedule
Actiq	Fentanyl citrate	Schedule II
Fentora	Fentanyl citrate	Schedule II

40. Teva USA was in the business of selling generic opioids, including a generic form of OxyContin from 2005 to 2009 nationally and in Suffolk County.

41. Defendant Johnson & Johnson (“J&J”) is a New Jersey corporation with its principal place of business in New Brunswick, New Jersey.

42. Defendant Janssen Pharmaceuticals, Inc. (“Janssen Pharmaceuticals”) is a Pennsylvania corporation with its principal place of business in Titusville, New Jersey, and is a wholly owned subsidiary of J&J.

43. Janssen Pharmaceuticals, Inc. was formerly known as Ortho-McNeil-Janssen Pharmaceuticals, Inc., which in turn was formerly known as Janssen Pharmaceutica, Inc.

44. Defendant Ortho-McNeil-Janssen Pharmaceuticals, Inc. (“OMP”), now known as Janssen Pharmaceuticals, Inc., is a Pennsylvania corporation with its principal place of business in Titusville, New Jersey.

45. Janssen Pharmaceutica, Inc. (“Janssen Pharmaceutica”), now known as Janssen Pharmaceuticals, Inc., is a Pennsylvania corporation with its principal place of business in Titusville, New Jersey.

46. J&J is the only company that owns more than 10% of Janssen Pharmaceuticals stock. Upon information and belief, J&J controls the sale and development of Janssen Pharmaceuticals drugs and Janssen Pharmaceuticals profits inure to J&J’s benefit.

47. J&J, Janssen Pharmaceuticals, OMP, and Janssen Pharmaceutica (collectively, “Janssen”) are or have been engaged in the manufacture, promotion, distribution, and sale of opioids nationally and in Suffolk County, including the following:

Table 3. Janssen Opioids

Drug Name	Chemical Name	Schedule
Duragesic	Fentanyl	Schedule II
Nucynta ¹⁸	Tapentadol extended release	Schedule II
Nucynta ER	Tapentadol	Schedule II

48. Together, Nucynta and Nucynta ER accounted for \$172 million in sales in 2014. Prior to 2009, Duragesic accounted for at least \$1 billion in annual sales.

49. Defendant Endo Health Solutions Inc. (“EHS”) is a Delaware corporation with its principal place of business in Malvern, Pennsylvania.

50. Defendant Endo Pharmaceuticals, Inc. (“EPI”) is a wholly owned subsidiary of EHS and is a Delaware corporation with its principal place of business in Malvern, Pennsylvania.

51. EHS and EPI (collectively, “Endo”) manufacture, promote, distribute and sell opioids nationally and in Suffolk County, including the following:

Table 4. Endo Opioids

Drug Name	Chemical Name	Schedule
Opana ER	Oxymorphone hydrochloride extended release	Schedule II
Opana	Oxymorphone hydrochloride	Schedule II
Percodan	Oxymorphone hydrochloride and aspirin	Schedule II
Percocet	Oxymorphone hydrochloride and acetaminophen	Schedule II

52. Opioids made up roughly \$403 million of Endo’s overall revenues of \$3 billion in 2012. Opana ER yielded revenue of \$1.15 billion from 2010 to 2013, and it

¹⁸ Depomed, Inc. acquired the rights to Nucynta and Nucynta ER from Janssen in 2015.

accounted for 10% of Endo's total revenue in 2012. Endo also manufactures and sells generic opioids, both directly and through its subsidiary, Qualitest Pharmaceuticals, Inc., including generic oxycodone, oxymorphone, hydromorphone, and hydrocodone products.

53. Russell Portenoy, M.D., is an individual residing in New York. Dr. Portenoy was instrumental in promoting opioids for sale and distribution nationally and in Suffolk County.

54. Perry Fine, M.D., is an individual residing in Utah. Dr. Fine was instrumental in promoting opioids for sale and distribution nationally and in Suffolk County.

55. Scott Fishman, M.D., is an individual residing in California. Dr. Fishman was instrumental in promoting opioids for sale and distribution nationally and in Suffolk County.

56. Lynn Webster, M.D., is an individual residing in Utah. Dr. Webster was instrumental in promoting opioids for sale and distribution nationally and in Suffolk County.

FACTS RELEVANT TO ALL CAUSES OF ACTION

A. The Pain-Relieving and Addictive Properties of Opioids

57. The pain-relieving properties of opium have been recognized for millennia. So has the magnitude of its potential for abuse and addiction. Opioids are related to illegal drugs like opium and heroin.

58. During the Civil War, opioids, then known as "tinctures of laudanum," gained popularity among doctors and pharmacists for their ability to reduce anxiety and relieve pain – particularly on the battlefield – and they were popularly used in a wide variety of commercial products ranging from pain elixirs to cough suppressants to beverages. By 1900, an estimated 300,000 people were addicted to opioids in the United States,¹⁹ and many doctors prescribed opioids solely to avoid patients' withdrawal. Both the numbers of opioid addicts and the difficulty in weaning patients from opioids made clear their highly addictive nature.

59. Due to concerns about their addictive properties, opioids have been regulated at the federal level as controlled substances by the U.S. Drug Enforcement Administration ("DEA") since 1970. The labels for scheduled opioid drugs carry black box warnings of potential addiction and "[s]erious, life-threatening, or fatal respiratory depression," as the result of an excessive dose.

60. Studies and articles from the 1970s and 1980s also made clear the reasons to avoid opioids. Scientists observed negative outcomes from long-term opioid therapy in pain management programs; opioids' mixed record in reducing pain long-term and failure to improve patients' function; greater pain complaints as most patients developed tolerance to opioids; opioid patients' diminished ability to perform basic tasks; their inability to make use of complementary treatments like physical therapy due to the side

¹⁹ Substance Abuse and Mental Health Services Administration, Medication-Assisted Treatment for Opioid Addiction in Opioid Treatment Programs, Treatment Improvement Protocol (TIP Services), No. 43 (2005).

effects of opioids; and addiction. Leading authorities discouraged, or even prohibited, the use of opioid therapy for chronic pain.

61. In 1986, Dr. Portenoy, who later became Chairman of the Department of Pain Medicine and Palliative Care at Beth Israel Medical Center in New York while at the same time serving as a top spokesperson for drug companies, published an article reporting that “[f]ew substantial gains in employment or social function could be attributed to the institution of opioid therapy.”²⁰

62. Writing in 1994, Dr. Portenoy described the prevailing attitudes regarding the dangers of long-term use of opioids:

*The traditional approach to chronic non-malignant pain does not accept the long-term administration of opioid drugs. This perspective has been justified by the perceived likelihood of tolerance, which would attenuate any beneficial effects over time, and the potential for side effects, worsening disability, and addiction. According to conventional thinking, the initial response to an opioid drug may appear favorable, with partial analgesia and salutary mood changes, but adverse effects inevitably occur thereafter. It is assumed that the motivation to improve function will cease as mental clouding occurs and the belief takes hold that the drug can, by itself, return the patient to a normal life. Serious management problems are anticipated, including difficulty in discontinuing a problematic therapy and the development of drug seeking behavior induced by the desire to maintain analgesic effects, avoid withdrawal, and perpetuate reinforcing psychic effects. There is an implicit assumption that little separates these outcomes from the highly aberrant behaviors associated with addiction.*²¹

²⁰ R. Portenoy & K. Foley, Chronic Use of Opioid Analgesics in Non-Malignant Pain: Report of 38 cases, 25(2) Pain 171 (1986).

²¹ R. Portenoy, *Opioid Therapy for Chronic Nonmalignant Pain: Current Status*, 1 Progress in Pain Res. & Mgmt., 247-287 (H.L. Fields and J.C. Liebeskind eds., 1994) (emphasis added).

According to Dr. Portenoy, the foregoing problems could constitute “compelling reasons to reject long-term opioid administration as a therapeutic strategy in all but the most desperate cases of chronic nonmalignant pain.”²²

63. For all the reasons outlined by Dr. Portenoy, and in the words of one researcher from the University of Washington in 2012, and quoted by a Harvard researcher the same year, “it did not enter [doctors’] minds that there could be a significant number of chronic pain patients who were successfully managed with opioids, because if there were any, we almost never saw them.”²³

64. Discontinuing opioids after more than just a few weeks of therapy will cause most patients to experience withdrawal symptoms. These withdrawal symptoms include: severe anxiety, nausea, vomiting, headaches, agitation, insomnia, tremors, hallucinations, delirium, pain, and other serious symptoms, which may persist for months after a complete withdrawal from opioids, depending on how long the opioids were used.

65. When under the continuous influence of opioids over time, patients grow tolerant to their analgesic effects. As tolerance increases, a patient typically requires progressively higher doses in order to obtain the same levels of pain reduction to which

²² *Id.*

²³ J. Loeser. Five crises in pain management, *Pain Clinical Updates*. 2012;20 (1):1-4(cited by I. Kissin, Long-term opioid treatment of chronic nonmalignant pain: unproven efficacy and neglected safety?, 6 *J. Pain Research* 513, 514 (2013)).

he has become accustomed – up to and including doses that are “frighteningly high.”²⁴ At higher doses, the effects of withdrawal are more substantial, thus leaving a patient at a much higher risk of addiction. A patient can take the opioids at the continuously escalating dosages to match pain tolerance and still overdose at recommended levels.

66. Opioids vary by duration. Long-acting opioids, such as Purdue’s OxyContin and MS Contin, Janssen’s Nucynta ER and Duragesic, Endo’s Opana ER, and Actavis’s Kadian, are designed to be taken once or twice daily and are purported to provide continuous opioid therapy for, in general, 12 hours. Short-acting opioids, such as Cephalon’s Actiq and Fentora, are designed to be taken in addition to long-acting opioids to address “episodic pain” and provide fast-acting, supplemental opioid therapy lasting approximately 4 to 6 hours.

67. Defendants promoted the idea that pain should be treated by taking long-acting opioids continuously and supplementing them by also taking short-acting, rapid-onset opioids for episodic pain.

68. In 2013, in response to a petition to require manufacturers to strengthen warnings on the labels of long-acting opioid products, the FDA warned of the “grave risks” of opioids, including “addiction, overdose, and even death.” The FDA further warned, “[e]ven proper use of opioids under medical supervision can result in life-threatening respiratory depression, coma, and death.” Because of those grave risks, the FDA said that long-acting or extended release opioids “should be used only when

²⁴ M. Katz, Long-term Opioid Treatment of Nonmalignant Pain: A Believer Loses His Faith, 170(16) Archives of Internal Med. 1422 (2010).

alternative treatments are inadequate.”²⁵ The FDA required that – going forward – opioid makers of long-acting formulations clearly communicate these risks in their labels.

69. In 2016, the FDA expanded its warnings for immediate-release opioid pain medications, requiring similar changes to the labeling of immediate-release opioid pain medications as it had for extended release opioids in 2013. The FDA also required several additional safety-labeling changes across all prescription opioid products to include additional information on the risk of these medications.²⁶

70. The facts on which the FDA relied in 2013 and 2016 were well known to Defendants in the 1990s when their deceptive marketing began.

B. Opioid Therapy Makes Patients Sicker Without Long Term Benefits

71. There is no scientific evidence supporting the safety or efficacy of opioids for long-term use. Defendants are well aware of the lack of such scientific evidence. While promoting opioids to treat chronic pain, Defendants failed to disclose the lack of evidence to support their use long-term and have failed to disclose the substantial scientific evidence that chronic opioid therapy actually makes patients sicker.

72. There are no controlled studies of the use of opioids beyond 16 weeks, and no evidence that opioids improve patients’ pain and function long-term. For example, a

²⁵ Letter from Janet Woodcock, M.D., Dir., Ctr. For Drug Eval. & Res., to Andrew Kolodny, M.D., Pres. *Physicians for Responsible Opioid Prescribing*, Re Docket No. FDA-2012-P-0818 (Sept. 10, 2013) (emphasis in original).

²⁶ FDA announces enhanced warnings for immediate-release opioid pain medications related to risks of misuse, abuse, addiction, overdose and death. Available at <http://www.fda.gov/newsevents/newsroom/pressannouncements/ucm491739.htm> (accessed March 31, 2016).

2007 systematic review of opioids for back pain concluded that opioids have limited, if any, efficacy for back pain and that evidence did not allow judgments regarding long-term use.

73. Substantial evidence exists that opioid drugs are ineffective to treat chronic pain, and actually worsen patients' health. For example, a 2006 study-of-studies found that opioids as a class did not demonstrate improvement in functional outcomes over other non-addicting treatments.²⁷

74. Increasing duration of opioid use is strongly associated with an increasing prevalence of mental health conditions (including depression, anxiety, post-traumatic stress disorder, or substance abuse), increased psychological distress, and greater health care utilization.

75. While opioids may work acceptably well for a while, when they are used on a long term basis, function generally declines, as does general health, mental health, and social function. Over time, even high doses of potent opioids often fail to control pain, and patients exposed to such doses are unable to function normally.²⁸

²⁷ A. Furlan *et al.*, *Opioids for chronic noncancer pain: a meta-analysis of effectiveness and side effects*, 174(11) Can. Med. Ass'n J. 1589 (2006). This same study revealed that efficacy studies do not typically include data on opioid addiction. In many cases, patients who may be more prone to addiction are pre-screened out of the study pool. This does not reflect how doctors actually prescribe the drugs, because even patients who have past or active substance use disorders tend to receive higher doses of opioids. K. Seal, *Association of Mental Health Disorders With Prescription Opioids and High- Risk Opioids in US Veterans of Iraq and Afghanistan*, 307(9) J. Am. Med. Ass'n 940 (2012).

²⁸ See A. Rubenstein, *Are we making pain patients worse?* Sonoma Medicine (Fall 2009).

76. The foregoing is true both generally and for specific pain-related conditions. Studies of the use of opioids long-term for chronic lower back pain have been unable to demonstrate an improvement in patients' function. Instead, research consistently shows that long-term opioid therapy for patients who have lower back injuries does not cause patients to return to work or physical activity. This is due partly to addiction and other side effects.

77. For example, as many as 30% of patients who suffer from migraines have been prescribed opioids to treat their headaches. Users of opioids had the highest increase in the number of headache days per month, scored significantly higher on the Migraine Disability Assessment, and had higher rates of depression, compared to non-opioid users. A survey by the National Headache Foundation found that migraine patients who used opioids were more likely to experience sleepiness, confusion, and rebound headaches, and reported a lower quality of life than patients taking other medications.

C. Defendants' Scheme to Change Prescriber Habits and Public Perception

78. Before Defendants began the marketing campaign complained of herein, generally accepted standards of medical practice dictated that opioids should only be used short-term, for instance, for acute pain, pain relating to recovery from surgery, or for cancer or palliative care. In those instances, the risks of addiction are low or of little significance.

79. The market for short-term pain relief is significantly more limited than the market for long-term chronic pain relief. Defendants recognized that if they could sell opioids not just for short term pain relief but also for long-term chronic pain relief, they

could achieve blockbuster levels of sales and their profits. Further, they recognized that if they could cause their customers to become physically addicted to their drugs, they would increase the likelihood that their blockbuster profits would continue indefinitely.

80. Defendants knew that in order to increase their profits from the sale of opioids they would need to convince doctors and patients that long-term opioid therapy was safe and effective. Defendants needed, in other words, to persuade physicians to abandon their long-held apprehensions about prescribing opioids, and instead to prescribe opioids for durations previously understood to be unsafe.

81. Defendants knew that their goal of increasing profits by promoting the prescription of opioids for chronic pain would lead directly to an increase in health care costs for patients, health care insurers, and health care payors such as Plaintiff.

82. Marshalling help from consultants and public relations firms, Defendants developed and executed a common strategy to reverse the long-settled understanding of the relative risks and benefits of chronic opioid therapy. Rather than add to the collective body of medical knowledge concerning the best ways to treat pain and improve patient quality of life, however, Defendants instead sought to distort medical and public perception of existing scientific data.

83. As explained more fully herein and illustrated in Exhibit A, Defendants, collectively and individually, poured vast sums of money into generating articles, continuing medical education courses (“CMEs”), and other “educational” materials, conducting sales visits to individual doctors, and supporting a network of professional

societies and advocacy groups, which was intended to, and which did, create a new but phony “consensus” supporting the long-term use of opioids.

D. Defendants Used “Unbranded” Marketing to Evade Regulations and Consumer Protection Laws

84. Drug companies’ promotional activity can be branded or unbranded; unbranded marketing refers not to a specific drug, but more generally to a disease state or treatment. By using unbranded communications, drug companies can evade the extensive regulatory framework governing branded communications.

85. A drug company’s branded marketing, which identifies and promotes a specific drug, must: (a) be consistent with its label and supported by substantial scientific evidence; (b) not include false or misleading statements or material omissions; and (c) fairly balance the drug’s benefits and risks. The regulatory framework governing the marketing of specific drugs reflects a public policy designed to ensure that drug companies, which are best suited to understand the properties and effects of their drugs, are responsible for providing prescribers with the information they need to assess accurately the risks and benefits of drugs for their patients.

86. Further, the Federal Food, Drug, and Cosmetic Act (“FDCA”) places further restrictions on branded marketing. It prohibits the sale in interstate commerce of drugs that are “misbranded.” A drug is “misbranded” if it lacks “adequate directions for use” or if the label is false or misleading “in any particular.” “Labeling” includes more than the drug’s physical label; it also includes “all ... other written, printed, or graphic matter ... accompanying” the drug, including promotional material. The term “accompanying”

is interpreted broadly to include promotional materials – posters, websites, brochures, books, and the like – disseminated by or on behalf of the manufacturer of the drug. Thus, Defendants’ promotional materials are part of their drugs’ labels and required to be accurate, balanced, and not misleading.

87. Branded promotional materials for prescription drugs must be submitted to the FDA when they are first used or disseminated. If, upon review, the FDA determines that materials marketing a drug are misleading, it can issue an untitled letter or warning letter. The FDA uses untitled letters for violations such as overstating the effectiveness of the drug or making claims without context or balanced information. Warning letters address promotions involving safety or health risks and indicate the FDA may take further enforcement action.

88. Defendants generally avoided using branded advertisements to spread their deceptive messages and claims regarding opioids. Defendants did so in order to evade regulatory review.

89. Instead, Defendants disseminated much of their false, misleading, imbalanced, and unsupported statements through unregulated unbranded marketing materials – materials that generally promoted opioid use but did not name a specific opioid while doing so. Through these unbranded materials, Defendants presented information and instructions concerning opioids generally that were false and misleading.

90. By acting through third parties, Defendants were able to give the false appearance that their messages reflected the views of independent third parties. Later,

Defendants would cite to these sources as “independent” corroboration of their own statements. Further, as one physician adviser to Defendants noted, third-party documents had not only greater credibility, but also broader distribution, as doctors did not “push back” at having materials, for example, from the non-profit American Pain Foundation (“APF”) on display in their offices, as they would with drug company pieces.

91. As part of their marketing scheme, Defendants spread and validated their deceptive messages through the following unbranded vehicles (“the Vehicles”): (i) so-called “key opinion leaders” (*i.e.*, physicians who influence their peers’ medical practice, including but not limited to prescribing behavior) (“KOLs”), who wrote favorable journal articles and delivered supportive CMEs; (ii) a body of biased and unsupported scientific literature; (iii) treatment guidelines; (iv) CMEs; and (v) unbranded patient education materials disseminated through groups purporting to be patient-advocacy and professional organizations (“Front Groups”), which exercised their influence both directly and indirectly through Defendant-controlled KOLs who served in leadership roles in these organizations.

92. Defendants disseminated many of their false, misleading, imbalanced and unsupported messages through the Vehicles because they appeared to uninformed observers to be independent. Through unbranded materials, Defendants presented information and instructions concerning opioids generally that were false and misleading.

93. Even where such unbranded messages were disseminated through third-party vehicles, Defendants adopted these messages as their own when they cited to,

edited, approved, and distributed such materials knowing they were false, misleading, unsubstantiated, unbalanced, and incomplete. As described herein, Defendants' sales representatives distributed third-party marketing material to Defendants' target audience that was deceptive.

94. Defendants took an active role in guiding, reviewing, and approving many of the misleading statements issued by third parties, ensuring that Defendants were consistently in control of their content. By funding, directing, editing, and distributing these materials, Defendants exercised control over their deceptive messages and acted in concert with these third parties fraudulently to promote the use of opioids for the treatment of chronic pain.

95. The unbranded marketing materials that Defendants assisted in creating and distributing either did not disclose the risks of addiction, abuse, misuse, and overdose, or affirmatively denied or minimized those risks.

i. Defendants' KOLs

96. Defendants cultivated a select circle of doctors who were chosen and sponsored by Defendants solely because they favored the aggressive treatment of chronic pain with opioids. As set forth herein and as depicted in Exhibit A, pro-opioid doctors have been at the hub of Defendants' promotional efforts, presenting the appearance of unbiased and reliable medical research supporting the broad use of opioid therapy for chronic pain. These pro-opioid doctors have written, consulted on, edited, and lent their names to books and articles, and given speeches and CMEs supportive of opioid therapy for chronic pain. They have served on committees that developed treatment guidelines

that strongly encouraged the use of opioids to treat chronic pain and on the boards of pro-opioid advocacy groups and professional societies that develop, select, and present CMEs. Defendants were able to exert control of each of these modalities through their KOLs.

97. In return for their pro-opioid advocacy, Defendants' KOLs received money, prestige, recognition, research funding, and avenues to publish.

98. Defendants cited and promoted their KOLs and studies or articles by their KOLs to broaden the chronic opioid therapy market. By contrast, Defendants did not support, acknowledge, or disseminate the publications of doctors critical of the use of chronic opioid therapy.

99. Defendants carefully vetted their KOLs to ensure that they were likely to remain on-message and supportive of their agenda. Defendants also kept close tabs on the content of the materials published by these KOLs.

100. In their promotion of the use of opioids to treat chronic pain, Defendants' KOLs knew that their statements were false and misleading, or they recklessly disregarded the truth in doing so, but they continued to publish their misstatements to benefit themselves and Defendants.

ii. Defendants' Corruption of Scientific Literature

101. Rather than actually test the safety and efficacy of opioids for long-term use, Defendants led physicians, patients, and health care payors to believe that such tests had already been done. As set forth herein and as depicted in Exhibit A, Defendants created a body of false, misleading, and unsupported medical and popular literature

about opioids that (a) understated the risks and overstated the benefits of long-term use; (b) appeared to be the result of independent, objective research; and (c) was likely to shape the perceptions of prescribers, patients, and payors. This literature was, in fact, marketing material intended to persuade doctors and consumers that the benefits of long-term opioid use outweighed the risks.

102. To accomplish their goal, Defendants – sometimes through third-party consultants and/or front groups – commissioned, edited, and arranged for the placement of favorable articles in academic journals.

103. Defendants’ plans for these materials did not originate in the departments within the Defendant organizations that were responsible for research, development, or any other area that would have specialized knowledge about the drugs and their effects on patients; rather, they originated in Defendants’ marketing departments and with Defendants’ marketing and public relations consultants.

104. In these materials, Defendants (or their surrogates) often claimed to rely on “data on file” or presented posters, neither of which are subject to peer review. Still, Defendants presented these materials to the medical community as scientific articles or studies, despite the fact that Defendants’ materials were not based on reliable data and subject to the scrutiny of others who are experts in the same field.

105. Defendants also made sure that favorable articles were disseminated and cited widely in the medical literature, even when Defendants knew that the articles distorted the significance or meaning of the underlying study. Most notably, Purdue frequently cited a 1980 item in the well-respected New England Journal of Medicine, J.

Porter & H. Jick, *Addiction Rare in Patients Treated with Narcotics*, 302 (2) New Eng. J. Med. 123 (1980) ("Porter & Jick Letter"), in a manner that makes it appear that the item reported the results of a peer reviewed study. It is also cited in two CME programs sponsored by Endo. Defendants and those acting on their behalf failed to reveal that this "article" is actually a letter-to-the-editor, not a study, much less a peer-reviewed study. The letter, reproduced in full below, states that the authors examined their files of hospitalized patients who had received opioids.

ADDICTION RARE IN PATIENTS TREATED WITH NARCOTICS

To the Editor: Recently, we examined our current files to determine the incidence of narcotic addiction in 39,946 hospitalized medical patients¹ who were monitored consecutively. Although there were 11,882 patients who received at least one narcotic preparation, there were only four cases of reasonably well documented addiction in patients who had no history of addiction. The addiction was considered major in only one instance. The drugs implicated were meperidine in two patients,² Percodan in one, and hydromorphone in one. We conclude that despite widespread use of narcotic drugs in hospitals, the development of addiction is rare in medical patients with no history of addiction.

JANE PORTER
HERSHEL JICK, M.D.
Boston Collaborative Drug
Surveillance Program

Waltham, MA 02154

Boston University Medical Center

1. Jick H, Miettinen OS, Shapiro S, Lewis GP, Siskind Y, Slone D. Comprehensive drug surveillance. JAMA. 1970; 213:1455-60.
2. Miller RR, Jick H. Clinical effects of meperidine in hospitalized medical patients. J Clin Pharmacol. 1978; 18:180-8.

106. The patients referred to in the letter were all treated prior to the letter, which was published in 1980. Because of standards of care prior to 1980, the treatment of those

patients with opioids would have been limited to acute or end-of-life situations, not chronic pain. The letter notes that, when these patients' records were reviewed, the authors found almost no references to signs of addiction, though there is no indication that caregivers were instructed to look for, assess, or document signs of addiction. Nor, indeed, is there any indication whether the patients were followed after they were discharged from the hospital or, if they were, for how long. None of these serious limitations was disclosed when Defendants and those acting on their behalf cited the letter, typically as the sole scientific support for the proposition that opioids are rarely addictive.

107. Dr. Jick has complained that his letter has been distorted and misused – as indeed it has.

108. Defendants worked to not only create and promote favorable studies in the literature, but to discredit or suppress negative information. Defendants' studies and articles often targeted articles that contradicted Defendants' claims or raised concerns about chronic opioid therapy. In order to do so, Defendants – often with the help of third-party consultants – used a broad range of media to get their message out, including negative review articles, letters to the editor, commentaries, case-study reports, and newsletters.

109. Defendants' strategy – to plant and promote supportive literature and then to cite the pro-opioid evidence in their promotional materials, while failing to disclose evidence that contradicted those claims – was flatly inconsistent with their legal

obligations. The strategy was intended to, and did, distort prescribing patterns by distorting the truth regarding the risks and benefits of opioids for chronic pain relief.

iii. *Defendants' Misuse of Treatment Guidelines*

110. Treatment guidelines have been particularly important in securing acceptance for chronic opioid therapy. They are relied upon by doctors, especially the general practitioners and family doctors targeted by Defendants, who are generally not experts, and who generally have no special training, in the treatment of chronic pain. Treatment guidelines not only directly inform doctors' prescribing practices, but also are cited throughout scientific literature and relied on by third-party payors in determining whether they should pay for treatments for specific indications.

a. FSMB

111. The Federation of State Medical Boards ("FSMB") is a trade organization representing the various state medical boards in the United States. The state boards that comprise the FSMB membership have the power to license doctors, investigate complaints, and discipline physicians. The FSMB finances opioid- and pain-specific programs through grants from Defendants.

112. Since 1998, the FSMB has been developing treatment guidelines for the use of opioids for the treatment of pain. The 1998 version, Model Guidelines for the Use of Controlled Substances for the Treatment of Pain ("1998 Guidelines") was produced "in collaboration with pharmaceutical companies" and taught not that opioids could be appropriate in limited cases after other treatments had failed, but that opioids were "essential" for treatment of chronic pain, including as a first prescription option.

113. A 2004 iteration of the 1998 Guidelines and the 2007 book, Responsible Opioid Prescribing, also made the same claims as the 1998 Guidelines. These guidelines were posted online and were available to and intended to reach physicians nationwide, including in Suffolk County.

114. The publication of Responsible Opioid Prescribing was backed largely by drug manufacturers. In all, 163,131 copies of Responsible Opioid Prescribing were distributed by state medical boards (and through the boards, to practicing doctors). The FSMB website describes the book as the "leading continuing medication (CME) activity for prescribers of opioid medications."

115. Defendants relied on 1998 Guidelines to convey the alarming message that "under-treatment of pain" would result in official discipline, but no discipline would result if opioids were prescribed as part of an ongoing patient relationship and prescription decisions were documented. FSMB turned doctors' fear of discipline on its head: doctors, who used to believe that they would be disciplined if their patients became addicted to opioids, were taught instead that they would be punished if they failed to prescribe opioids to their patients with chronic pain.

b. AAPM/APS Guidelines

116. American Academy of Pain Medicine ("AAPM") and the American Pain Society ("APS") are professional medical societies, each of which received substantial funding from Defendants from 2009 to 2013. In 1997, AAPM issued a "consensus" statement that endorsed opioids to treat chronic pain and claimed that the risk that

patients would become addicted to opioids was low.²⁹ The Chair of the committee that issued the statement, Dr. J. David Haddox, was at the time a paid speaker for Purdue. The sole consultant to the committee was Defendant Portenoy. The consensus statement, which also formed the foundation of the 1998 Guidelines, was published on the AAPM's website.

117. AAPM and APS issued their own guidelines in 2009 ("2009 Guidelines") and continued to recommend the use of opioids to treat chronic pain. Fourteen of the 21 panel members who drafted the 2009 Guidelines, including KOLs Defendant Dr. Portenoy and Defendant Dr. Fine, received support from Defendants Janssen, Cephalon, Endo, and Purdue.

118. The 2009 Guidelines promote opioids as "safe and effective" for treating chronic pain and conclude that the risk of addiction is manageable for patients regardless of past abuse histories. The 2009 Guidelines have been a particularly effective channel of deception and have influenced not only treating physicians, but also the body of scientific evidence on opioids; they were reprinted in the *Journal of Pain*, have been cited hundreds of times in academic literature, were disseminated in Suffolk County during the relevant time period, and were and are available online.

119. Defendants widely cited and promoted the 2009 Guidelines without disclosing the lack of evidence to support their conclusions.

²⁹ The Use of Opioids for the Treatment of Chronic Pain, APS & AAPM (1997). Available at <http://opi.areastematicas.com/generalidades/OPIOIDES.DOLORCRONICO.pdf> (as viewed 3/31/2016).

c. Guidelines that Did Not Receive Defendants' Support

120. The extent of Defendants' influence on treatment guidelines is demonstrated by the fact that independent guidelines – the authors of which did not accept drug company funding – reached very different conclusions.

121. The 2012 Guidelines for Responsible Opioid Prescribing in Chronic Non-Cancer Pain, issued by the American Society of Interventional Pain Physicians (“ASIPP”), warned that “[t]he recent revelation that the pharmaceutical industry was involved in the development of opioid guidelines as well as the bias observed in the development of many of these guidelines illustrate that the model guidelines are not a model for curtailing controlled substance abuse and may, in fact, be facilitating it.” ASIPP’s Guidelines further advise that “therapeutic opioid use, specifically in high doses over long periods of time in chronic non-cancer pain starting with acute pain, not only lacks scientific evidence, but is in fact associated with serious health risks including multiple fatalities, and is based on emotional and political propaganda under the guise of improving the treatment of chronic pain.” ASIPP recommends long-acting opioids in high doses only “in specific circumstances with severe intractable pain” and only when coupled with “continuous adherence monitoring, in well-selected populations, in conjunction with or after failure of other modalities of treatments with improvements in physical and functional status and minimal adverse effects.”³⁰

³⁰ Laxmaiah Manchikanti, et al., American Society of Interventional Pain Physicians (ASIPP) *Guidelines for Responsible Opioid Prescribing in Chronic Non-Cancer Pain: Part 1, Evidence Assessment*, 15 Pain Physician (Special Issue) S1-S66; *Part 2 – Guidance*, 15 Pain Physician (Special Issue) S67-S116 (2012).

122. Similarly, the 2011 Guidelines for the Chronic Use of Opioids, issued by the American College of Occupational and Environmental Medicine, recommend against the “routine use of opioids in the management of patients with chronic pain,” finding “at least moderate evidence that harms and costs exceed benefits based on limited evidence.”³¹

123. The Clinical Guidelines on Management of Opioid Therapy for Chronic Pain, issued by the U.S. Department of Veterans Affairs (“VA”) and Department of Defense (“DOD”) in 2010, notes that their review revealed a lack of solid evidence-based research on the efficacy of long-term opioid therapy.³²

iv. Defendants’ Misuse of CMEs

124. A CME (an acronym for “Continuing Medical Education”) is a professional education program provided to doctors. Doctors are required to attend a certain number and, often, type of CME programs each year as a condition of their licensure. These programs are delivered in person, often in connection with professional organizations’ conferences, and online, or through written publications. Doctors rely on CMEs not only to satisfy licensing requirements, but also to get information on new developments in medicine or to deepen their knowledge in specific areas of practice. Because CMEs

³¹ *American College of Occupational and Environmental Medicine’s Guidelines for the Chronic Use of Opioids* (2011).

³² Management of Opioid Therapy for Chronic Pain Working Group, VA/DoD Clinical Practice Guideline for Management of Opioid Therapy for Chronic Pain (May 2010). Available at http://www.healthquality.va.gov/guidelines/Pain/cot/COT_312_Full-er.pdf (accessed March 31, 2016).

typically are taught by KOLs who are highly respected in their fields, and are thought to reflect these physicians' medical expertise, they can be especially influential with doctors.

125. The countless doctors and other health care professionals who participate in accredited CMEs constitute an enormously important audience for opioid reeducation. As one target, Defendants aimed to reach general practitioners, whose broad area of practice and lack of expertise and specialized training in pain management made them particularly dependent upon CMEs and, as a result, especially susceptible to Defendants' deceptions.

126. Defendants sponsored CMEs that were delivered thousands of times, promoting chronic opioid therapy and supporting and disseminating the deceptive and biased messages described in this Complaint. These CMEs, while often generically titled to relate to the treatment of chronic pain, focus on opioids to the exclusion of alternative treatments, inflate the benefits of opioids, and frequently omit or downplay their risks and adverse effects.

127. The American Medical Association ("AMA") has recognized that support from drug companies with a financial interest in the content being promoted "creates conditions in which external interests could influence the availability and/or content" of the programs and urges that "[w]hen possible, CME[s] should be provided without such support or the participation of individuals who have financial interests in the education subject matter."³³

³³ Opinion 9.0115, *Financial Relationships with Industry in CME*, Am. Med. Ass'n (Nov. 2011).

128. Suffolk County physicians attended or reviewed Defendants' sponsored CMEs during the relevant time period and were misled by them.

129. By sponsoring CME programs put on by Front Groups like APF, AAPM and others, Defendants could expect instructors to deliver messages favorable to them, as these organizations were dependent on Defendants for other projects. The sponsoring organizations honored this principle by hiring pro-opioid KOLs to give talks that supported chronic opioid therapy. Defendant-driven content in these CMEs had a direct and immediate effect on prescribers' views on opioids. Producers of CMEs and Defendants measure the effects of CMEs on prescribers' views on opioids and their absorption of specific messages, confirming the strategic marketing purpose in supporting them.

v. Defendants' Misuse of Patient Education Materials and Front Groups

130. Pharmaceutical industry marketing experts see patient-focused advertising, including direct-to-consumer marketing, as particularly valuable in "increas[ing] market share . . . by bringing awareness to a particular disease that the drug treats."³⁴ Physicians are more likely to prescribe a drug if a patient specifically requests it, and physicians' willingness to acquiesce to such patient requests holds true even for opioids and for conditions for which they are not approved.³⁵ Recognizing this

³⁴ Kanika Johar, *An Insider's Perspective: Defense of the Pharmaceutical Industry's Marketing Practices*, 76 Albany L. Rev. 299, 308 (2013).

³⁵ In one study, for example, nearly 20% of sciatica patients requesting oxycodone received a prescription for it, compared with 1% of those making no specific request. J.B.

phenomenon, Defendants put their relationships with Front Groups to work to engage in largely unbranded patient education about opioid treatment for chronic pain.

131. Defendants entered into arrangements with numerous Front Groups (*i.e.*, groups purporting to be patient-advocacy and professional organizations) to promote opioids. These organizations depend upon Defendants for significant funding and, in some cases, for their survival. They were involved not only in generating materials and programs for doctors and patients that supported chronic opioid therapy, but also in assisting Defendants' marketing in other ways—for example, responding to negative articles and advocating against regulatory changes that would constrain opioid prescribing. They developed and disseminated pro-opioid treatment guidelines; conducted outreach to groups targeted by Defendants, such as veterans and the elderly; and developed and sponsored CMEs that focused exclusively on use of opioids to treat chronic pain. Defendants funded these Front Groups in order to ensure supportive messages from these seemingly neutral and credible third parties, and their funding did, in fact, ensure such supportive messages.

d. American Pain Foundation

132. The most prominent of Defendants' Front Groups was the American Pain Foundation ("APF"), which received more than \$10 million in funding from opioid manufacturers from 2007 until it closed its doors in May 2012.

McKinlay *et al.*, *Effects of Patient Medication Requests on Physician Prescribing Behavior*, 52(2) Med. Care 294 (2014).

133. APF issued purported “education guides” for patients, the news media, and policymakers that touted the benefits of opioids for chronic pain and trivialized their risks, particularly the risk of addiction. APF also engaged in a significant multimedia campaign – through radio, television and the internet – to “educate” patients about their “right” to pain treatment with opioids. All of the programs and materials were intended to, and did, reach a national audience, including residents of Suffolk County.

134. By 2011, APF was entirely dependent on incoming grants from defendants Purdue, Cephalon, Endo, and others to avoid using its line of credit. APF board member, Dr. Portenoy, explained the lack of funding diversity was one of the biggest problems at APF.

135. APF held itself out as an independent patient advocacy organization, yet engaged in grassroots lobbying against various legislative initiatives that might limit opioid prescribing. In reality, APF functioned largely as an advocate for the interests of Defendants, not patients.

136. In practice, APF operated in close collaboration with Defendants. APF submitted grant proposals seeking to fund activities and publications suggested by Defendants. APF also assisted in marketing projects for Defendants.

137. The close relationship between APF and Defendants demonstrates APF's clear lack of independence, in its finances, management, and mission, and its willingness to allow Defendants to control its activities and messages supports an inference that each Defendant that worked with it was able to exercise editorial control over its publications.

138. In May 2012, the U.S. Senate Finance Committee began looking into APF to determine the links, financial and otherwise, between the organization and the manufacturers of opioid painkillers. Within days of being targeted by the Senate investigation, APF's board voted to dissolve the organization "due to irreparable economic circumstances." APF then "cease[d] to exist, effective immediately."³⁶

e. The American Academy of Pain Medicine

139. The American Academy of Pain Medicine ("AAPM"), with the assistance, prompting, involvement, and funding of Defendants, issued the treatment guidelines discussed herein, and sponsored and hosted CMEs essential to Defendants' deceptive marketing scheme.

140. AAPM received over \$2.2 million in funding since 2009 from opioid manufacturers. AAPM maintained a corporate relations council, whose members paid \$25,000 per year (on top of other funding) to participate. The benefits included allowing members to present educational programs at off-site dinner symposia in connection with AAPM's marquee event – its annual meeting held in Palm Springs, California, or other resort locations. AAPM describes the annual event as an "exclusive venue" for offering CMEs to doctors. Membership in the corporate relations council also allows drug company executives and marketing staff to meet with AAPM executive committee members in small settings. Defendants Endo, Purdue, and Cephalon were members of the council and presented deceptive programs to doctors who attended this annual event.

³⁶ American Pain Foundation Website. Available at <http://www.painfoundation.org> (accessed March 31, 2016).

141. The conferences sponsored by AAPM heavily emphasized CME sessions on opioids – 37 out of roughly 40 at one conference alone. AAPM’s presidents have included top industry-supported KOLs and Defendants, Dr. Fine, Dr. Portenoy, and Dr. Webster. Dr. Webster was elected president of AAPM while under a DEA investigation. Another past AAPM president, Defendant Dr. Scott Fishman, stated that he would place the organization “at the forefront” of teaching that “the risks of addiction are ... small and can be managed.”³⁷

142. AAPM’s staff understood that they and their industry funders were engaged in a common task. Defendants were able to influence AAPM through both their significant and regular funding and the leadership of pro-opioid KOLs within the organization.

E. Defendants Acted in Concert with KOLs and Front Groups in the Creation, Promotion, and Control of Unbranded Marketing.

143. Like cigarette makers, which engaged in an industry-wide effort to misrepresent the safety and risks of smoking, Defendants worked with each other and with the Front Groups and KOLs they funded and directed to carry out a common scheme to deceptively market opioids by misrepresenting the risks, benefits, and superiority of opioids to treat chronic pain.

³⁷ Interview by Paula Moyer with Scott M. Fishman, M.D., Professor of Anesthesiology and Pain Medicine, Chief of the Division of Pain Medicine, Univ. of Cal., Davis (2005), <http://www.medscape.org/viewarticle/500829> (accessed March 31, 2016).

144. Defendants acted through and with the same network of Front Groups, funded the same KOLs, and often used the very same language and format to disseminate the same deceptive messages regarding the appropriate use of opioids to treat chronic pain. Although participants knew this information was false and misleading, these misstatements were nevertheless disseminated nationwide, including to Suffolk County prescribers and patients.

145. One Vehicle for Defendants' marketing collaboration was Pain Care Forum ("PCF"). PCF began in 2004 as an APF project with the stated goals of offering "a setting where multiple organizations can share information" and "promote and support taking collaborative action regarding federal pain policy issues." APF President Will Rowe described the forum as "a deliberate effort to positively merge the capacities of industry, professional associations, and patient organizations."

146. PCF is comprised of representatives from opioid manufacturers and distributors (including Cephalon, Endo, Janssen, and Purdue); doctors and nurses in the field of pain care; professional organizations (including AAPM, APS, and American Society of Pain Educators); patient advocacy groups (including APF and American Chronic Pain Association ("ACPA")); and other like-minded organizations, almost all of which received substantial funding from Defendants.

147. PCF, for example, developed and disseminated "consensus recommendations" for a Risk Evaluation and Mitigation Strategy ("REMS") for long-acting opioids that the FDA mandated in 2009 to communicate the risks of opioids to

prescribers and patients.³⁸ This was critical because a REMS that went too far in narrowing the uses or benefits or highlighting the risks of chronic opioid therapy would undermine Defendants' marketing efforts. The recommendations claimed that opioids were "essential" to the management of pain, and that the REMS "should acknowledge the importance of opioids in the management of pain and should not introduce new barriers." Defendants worked with PCF members to limit the reach and manage the message of the REMS, which enabled them to maintain, not undermine, their deceptive marketing of opioids for chronic pain.

F. Defendants' Misrepresentations

148. Defendants, through their own marketing efforts and publications and through their sponsorship and control of patient advocacy and medical societies and projects, caused deceptive materials and information to be placed into the marketplace, including to prescribers, patients, and payors in Suffolk County. These promotional messages were intended to and did encourage patients to ask for, doctors to prescribe, and payors to pay for chronic opioid therapy.

149. Doctors are the gatekeepers for all prescription drugs so, not surprisingly, Defendants focused the bulk of their marketing efforts, and their multi-million dollar budgets, on the professional medical community. Particularly because of barriers to prescribing opioids, which are regulated as controlled substances, Defendants knew

³⁸ The FDA can require a drug maker to develop a REMS—which could entail (as in this case) an education requirement or distribution limitation—to manage serious risks associated with a drug.

doctors would not treat patients with common chronic pain complaints with opioids unless doctors were persuaded that opioids had real benefits and minimal risks. Accordingly, Defendants did not disclose to prescribers, patients or the public that evidence in support of their promotional claims was inconclusive, non-existent or unavailable. Rather, each Defendant disseminated misleading and unsupported messages that caused the target audience to believe those messages were corroborated by scientific evidence. As a result, Suffolk County doctors began prescribing opioids long-term to treat chronic pain – something that most never would have considered prior to Defendants’ campaign.

150. Drug company marketing materially impacts doctors’ prescribing behavior.³⁹ Doctors rely on drug companies to provide them with truthful information about the risks and benefits of their products, and they are influenced by their patients’ requests for particular drugs and payors’ willingness to pay for those drugs.

151. Defendants spent millions of dollars to market their drugs to prescribers and patients and meticulously tracked their return on that investment. In one recent

³⁹ See, e.g., P. Manchanda & P. Chintagunta, *Responsiveness of Physician Prescription Behavior to Salesforce Effort: An Individual Level Analysis*, 15 (2-3) Mktg. Letters 129 (2004) (detailing how detailing has a positive impact on prescriptions written); I. Larkin, *Restrictions on Pharmaceutical Detailing Reduced Off-Label Prescribing of Antidepressants and Antipsychotics in Children*, 33(6) Health Affairs 1014 (2014) (finding that academic medical centers that restricted direct promotion by pharmaceutical sales representatives resulted in a 34% decline in on-label use of promoted drugs); see also A. Van Zee, *The Promotion and Marketing of OxyContin: Commercial Triumph, Public Health Tragedy*, 99(2) Am J. Pub. Health 221 (2009) (correlating an increase of OxyContin prescriptions from 670,000 annually in 1997 to 6.2 million in 2002 to a doubling of Purdue’s sales force and tripling of annual sales calls).

survey published by the AMA, even though nine in ten general practitioners reported prescription drug abuse to be a moderate to large problem in their communities, 88% of the respondents said they were confident in their prescribing skills, and nearly half were comfortable using opioids for chronic non-cancer pain.⁴⁰ These results are directly due to Defendants' fraudulent marketing campaign.

152. As described in detail below, Defendants:

- misrepresented the truth about how opioids lead to addiction;
- misrepresented that opioids improve function;
- misrepresented that addiction risk can be managed;
- misled doctors, patients, and payors through the use of misleading terms like "pseudoaddiction;"
- falsely claimed that withdrawal is simply managed;
- misrepresented that increased doses pose no significant additional risks;
- falsely omitted or minimized the adverse effects of opioids and overstated the risks of alternative forms of pain treatment.

153. Defendants' misrepresentations were aimed at doctors, patients, and payors.

154. Underlying each of Defendants' misrepresentations and deceptions in promoting the long-term continuous use of opioids to treat chronic pain was Defendants'

⁴⁰ Research Letter, Prescription Drug Abuse: A National Survey of Primary Care Physicians, JAMA Intern. Med. (Dec. 8, 2014), E1-E3.

collective effort to hide from the medical community the fact that there exist no adequate and well-controlled studies of opioid use longer than 12 weeks.⁴¹

- i. *Defendants, acting individually and collectively, misrepresented the truth about how opioids lead to addiction.*

155. Defendants' fraudulent representation that opioids are rarely addictive is central to Defendants' scheme. Through their well-funded, comprehensive, aggressive marketing efforts, Defendants succeeded in changing the perceptions of many physicians, patients, and health care payors and in getting them to accept that addiction rates are low and that addiction is unlikely to develop when opioids are prescribed for pain. That, in turn, directly led to the expected, intended, and foreseeable result that doctors prescribed more opioids to more patients – thereby enriching Defendants.

156. Each of the Defendants claimed that the potential for addiction from its drugs was relatively small or non-existent, even though there was no scientific evidence to support those claims.

157. For example, Cephalon and Purdue sponsored APF's *Treatment Options: A Guide for People Living with Pain* (2007), which taught that addiction is rare and limited to extreme cases of unauthorized dose escalations, obtaining opioids from multiple sources, or theft.

158. For another example, Endo sponsored a website, painknowledge.com, through APF, which claimed that: "[p]eople who take opioids as prescribed usually do

⁴¹ Letter from Janet Woodcock, M.D., Dir., Ctr. For Drug Eval. & Res., to Andrew Kolodny, M.D., Pres. *Physicians for Responsible Opioid Prescribing*, Re Docket No. FDA-2012-P-0818 (Sept. 10, 2013).

not become addicted.” Although the term “usually” is not defined, the overall presentation suggests that the rate is so low as to be immaterial. The language also implies that as long as a prescription is given, opioid use will not become problematic.

159. For another example, Endo distributed a patient education pamphlet edited by KOL Defendant Dr. Portenoy entitled *Understanding Your Pain: Taking Oral Opioid Analgesics*. It claimed that “[a]ddicts take opioids for other reasons [than pain relief], such as unbearable emotional problems.” This implies that patients prescribed opioids for *genuine* pain will not become addicted, which is unsupported and untrue.

160. For another example, Janssen sponsored a patient education guide entitled *Finding Relief: Pain Management for Older Adults* (2009) in conjunction with the AAPM, ACPA and APF, which, as set forth in the excerpt below, described as a “myth” the fact that opioids are addictive, and asserts as fact that “[m]any studies show that opioids are rarely addictive when used properly for the management of chronic pain.”

Opioid myths

Myth: Opioid medications are always addictive.

Fact: Many studies show that opioids are *rarely* addictive when used properly for the management of chronic pain.

Myth: Opioids make it harder to function normally.

Fact: When used correctly for appropriate conditions, opioids may make it *easier* for people to live normally.

Myth: Opioid doses have to get bigger over time because the body gets used to them.

Fact: Unless the underlying cause of your pain gets worse (such as with cancer or arthritis), you will probably remain on the same dose or need only small increases over time.

Although the term “rarely” is not defined, the overall presentation suggests that the rate is so low as to be immaterial. The language also implies that as long as a prescription is given, opioid use is unlikely to lead to addiction, which is untrue.

161. The guide states as a “fact” that “Many studies” show that opioids are *rarely* addictive when used for chronic pain. In fact, no such studies exist.

162. For another example, Purdue sponsored and Janssen provided grants to APF to distribute *Exit Wounds* (2009) to veterans, which taught, “[l]ong experience with opioids shows that people who are not predisposed to addiction are very unlikely to become addicted to opioid pain medications.” Although the term “very unlikely” is not defined, the overall presentation suggests that the rate is so low as to be immaterial.

163. For another example, Purdue sponsored APF's *A Policymaker's Guide to Understanding Pain & Its Management*, which inaccurately claimed that less than 1% of children prescribed opioids would become addicted.⁴² This publication also falsely asserted that pain is undertreated due to "misconceptions about opioid addiction."

164. For another example, in the 1990s, Purdue amplified the pro-opioid message with promotional videos and featuring Dr. Portnoy and other doctors in which it was claimed, "the likelihood that treatment of pain using an opioid drug which is prescribed by a doctor will lead to addiction is extremely low."⁴³

165. Rather than honestly disclose the risk of addiction, Defendants attempted to portray those who were concerned about addiction as callously denying treatment to suffering patients. To increase pressure on doctors to prescribe chronic opioid therapy, Defendants turned the tables: they suggested that doctors who *failed* to treat their patients' chronic pains with opioids were failing their patients and risking professional discipline, while doctors who relieved their pain using long-term opioid therapy were following the compassionate (and professionally less risky) approach. Defendants claimed that purportedly overblown worries about addiction cause pain to be undertreated and opioids to be over-regulated and under-prescribed. The Treatment Options guide funded by Purdue and Cephalon states "[d]espite the great benefits of opioids, they

⁴² In support of this contention, it misleadingly cites a 1996 article by Dr. Kathleen Foley concerning cancer pain.

⁴³ Excerpts from one such video, including the statement quoted here, may be viewed at <http://www.wsj.com/articles/SB10001424127887324478304578173342657044604>.

are often underused.” The APF publication funded by Purdue, *A Policymaker’s Guide to Understanding Pain & Its Management*, laments that: “Unfortunately, too many Americans are not getting the pain care they need and deserve. Some common reasons for difficulty in obtaining adequate care include ... misconceptions about opioid addiction.”⁴⁴

166. *Let’s Talk Pain*, sponsored by APF, AAPM and Janssen, likewise warns, “strict regulatory control has made many physicians reluctant to prescribe opioids. The unfortunate casualty in all of this is the patient, who is often undertreated and forced to suffer in silence.” The program goes on to say, “[b]ecause of the potential for abusive and/or addictive behavior, many health care professionals have been reluctant to prescribe opioids for their patients.... This prescribing environment is one of many barriers that may contribute to the undertreatment of pain, a serious problem in the United States.”

ii. *Defendants, acting individually and collectively, misrepresented that opioids improve function*

167. Defendants produced, sponsored, or controlled materials with the expectation that, by instructing patients and prescribers that opioids would improve patient functioning and quality of life, patients would demand opioids and doctors would prescribe them. These claims also encouraged doctors to continue opioid therapy for patients in the belief that lack of improvement in quality of life could be alleviated by increasing doses or prescribing supplemental short-acting opioids to take on an as-needed basis for breakthrough pain.

⁴⁴ This claim also appeared in a 2009 publication by APF, *A Reporter’s Guide*.

168. Although opioids may initially improve patients' function by providing pain relief in the short term, there exist no controlled studies of the use of opioids beyond 12 weeks and no evidence that opioids improve patients' function in the long-term. Indeed, research such as a 2008 study in the journal *Spine* has shown that pain sufferers prescribed opioids long-term suffered addiction that made them more likely to be disabled and unable to work.⁴⁵ Despite this lack of evidence of improved function, and the existence of evidence to the contrary, Defendants consistently promoted opioids as capable of improving patients' function and quality of life without disclosing the lack of evidence for this claim.

169. Claims that opioids improve patients' function are misleading because such claims have "not been demonstrated by substantial evidence or substantial clinical experience."⁴⁶

170. The Federation of State Medical Boards' Responsible Opioid Prescribing (2007), sponsored by drug companies including Cephalon, Endo and Purdue, taught that relief of pain itself improved patients' function: "While significant pain worsens function, relieving pain should reverse that effect and improve function."

171. Cephalon and Purdue sponsored the APF's *Treatment Options: A Guide for People Living with Pain* (2007), which taught patients that opioids, when used properly

⁴⁵ Jeffrey Dersh, et al., Prescription opioid dependence is associated with poorer outcomes in disabling spinal disorders, 33(20) *Spine* 2219-27 (Sept. 15, 2008).

⁴⁶ Letter from Thomas W. Abrams, RPh., MBA, Dir., Div. of Marketing, Advertising and Communications to Brian A. Markison, Chairman, *King Pharmaceuticals*, Re: NDA 21-260 (March 24, 2008).

“give [pain patients] a quality of life we deserve.” The Treatment Options guide notes that non-steroidal anti-inflammatory drugs (*e.g.*, Aspirin or Ibuprofen) have greater risks with prolonged duration of use, but there was no similar warning for opioids. The APF distributed 17,200 copies of this guide in one year alone, according to its 2007 annual report, and it is currently available online.

172. Endo sponsored a website, painknowledge.com, through the APF, which claimed in 2009 that with opioids, “your level of function should improve; you may find you are now able to participate in activities of daily living, such as work and hobbies, that you were not able to enjoy when your pain was worse.” Elsewhere, the website touted improved quality of life as well as “improved function” as benefits of opioid therapy.

173. Janssen sponsored a patient education guide entitled *Finding Relief: Pain Management for Older Adults* (2009) in conjunction with the AAPM, ACPA and APF. This guide features a man playing golf on the cover and lists examples of expected functional improvement from opioids like sleeping through the night, returning to work, recreation, sex, walking, and climbing stairs.

174. As set forth in the excerpt below, the guide states as a “fact” that “opioids may make it *easier* for people to live normally” (emphasis in the original). The myth/fact structure implies authoritative support for the claim that does not exist. The targeting of older adults also ignored heightened opioid risks in this population.

Opioid myths

Myth: Opioid medications are always addictive.

Fact: Many studies show that opioids are rarely addictive when used properly for the management of chronic pain.

Myth: Opioids make it harder to function normally.

Fact: When used correctly for appropriate conditions, opioids may make it easier for people to live normally.

Myth: Opioid doses have to get bigger over time because the body gets used to them.

Fact: Unless the underlying cause of your pain gets worse (such as with cancer or arthritis), you will probably remain on the same dose or need only small increases over time.

175. Janssen sponsored a website, *Let's Talk Pain* in 2009, acting in conjunction with the APF, AAPM, and American Society for Pain Management Nursing whose participation in *Let's Talk Pain* Janssen financed and orchestrated. This website featured a video interview, which was edited by Janssen personnel, claiming that opioids were what allowed a patient to "continue to function," falsely implying that her experience would be representative.

176. Purdue sponsored APF's *A Policymaker's Guide to Understanding Pain & Its Management* (2011), which inaccurately claimed that "multiple clinical studies" have shown that opioids are effective in improving daily function, psychological health, and

health-related quality of life for chronic pain patients,” with the implication these studies presented claims of long-term improvement.

Because of their long history of use, the clinical profile of opioids has been very well characterized. Multiple clinical studies have shown that long-acting opioids, in particular, are effective in improving:

- Daily function
- Psychological health
- Overall health-related quality of life for people with chronic pain ¹²

The sole reference for the functional improvement claim (i) noted the absence of long-term studies and (ii) actually stated, “For functional outcomes, the other analgesics were significantly more effective than were opioids.”

177. Purdue sponsored and Janssen provided grants to APF to distribute *Exit Wounds* to veterans, which taught that opioid medications “increase your level of functioning” (emphasis in the original).

- iii. *Defendants, acting individually and collectively, misrepresented that addiction risk can be effectively managed*

178. Defendants each continue to maintain to this day that most patients safely can take opioids long-term for chronic pain without becoming addicted. Presumably to explain why doctors encounter so many patients addicted to opioids, Defendants have

come to admit that some patients could become addicted, but that doctors can effectively avoid or manage that risk by using screening tools or questionnaires. These tools, they say, identify those with higher addiction risks (stemming from personal or family histories of substance abuse, mental illness, or abuse) so that doctors can more closely monitor patients at greater risk of addiction.

179. There are three fundamental flaws in Defendants' representations that doctors can consistently identify and manage the risk of addiction. First, there is no reliable scientific evidence that doctors can depend on the screening tools currently available to materially limit the risk of addiction. Even if the tools are effective, they may not always be applied correctly, and are subject to manipulation by patients. Second, there is no reliable scientific evidence that high-risk or addicted patients identified through screening can take opioids long-term without triggering or worsening addiction, even with enhanced monitoring. Third, there is no reliable scientific evidence that patients who are not identified through such screening can take opioids long-term without significant danger of addiction.

180. Addiction is difficult to predict on a patient-by-patient basis, and there are no reliable, validated tools to do so. An Evidence Report by the Agency for Healthcare Research and Quality ("AHRQ"), which "systematically review[ed] the current evidence on long-term opioid therapy for chronic pain" identified "[n]o study" that had "evaluated the effectiveness of risk mitigation strategies, such as use of risk assessment instruments, opioid management plans, patient education, urine drug screening, prescription drug monitoring program data, monitoring instruments, more frequent

monitoring intervals, pill counts, or abuse-deterrent formulations on outcomes related to overdose, addiction, abuse or misuse.”⁴⁷ Furthermore, attempts to treat high-risk patients, like those who have a documented predisposition to substance abuse, by resorting to patient contracts, more frequent refills, or urine drug screening are not proven to work in the real world, even when well meaning, but doctors were misled to employ them.⁴⁸

181. Defendants’ misrepresentations regarding the risk of addiction from chronic opioid therapy were particularly dangerous because they were aimed at general practitioners or family doctors (collectively “GPs”), who treat many chronic conditions but lack the time and expertise to closely manage patients on opioids by reviewing urine screens, counting pills, or conducting detailed interviews to identify other signs or risks of addiction. One study conducted by pharmacy benefits manager Express Scripts concluded, after analyzing 2011-2012 narcotic prescription data of the type regularly used by Defendants to market their drugs, that, of the more than half million prescribers of opioids during that time period, only 385 were identified as pain specialists.⁴⁹

⁴⁷ The Effectiveness and Risks of Long-term Opioid Treatment of Chronic Pain, Agency for Healthcare Res. & Quality (Sept. 19, 2014).

⁴⁸ M. Von Korff, et al., *Long-term opioid therapy reconsidered*, 15595, *Annals Internal Med.* 325 (Sept. 2011); L. Manchikanti, et al., American Society of Interventional Pain Physicians (ASIPP) *Guidelines for Responsible Opioid Prescribing in Chronic Non-Cancer Pain: Part I – Evidence Assessment*, 15 *Pain Physician* S1 (2012).

⁴⁹ Express Scripts Lab, *A Nation in Pain: Focusing on U.S. Opioid Trends for Treatment of Short-Term and Longer-Term Pain* (December 2014).

182. In materials they produced, sponsored, or controlled, Defendants instructed patients and prescribers that screening tools can identify patients predisposed to addiction, thus making doctors feel more comfortable prescribing opioids to their patients and patients more comfortable starting on opioid therapy for chronic pain. Defendants' marketing scheme contemplated a "heads we win; tails we win" outcome: patients deemed low risk were to receive opioids on a long-term basis without enhanced monitoring, while and patients deemed high risk were also to receive opioids on a long-term basis but with more frequent visits, tests and monitoring – with those added visits, tests, and monitoring to be paid for or reimbursed by payors, including Plaintiff. This, of course, led to a "heads you lose; tails you lose" outcome for patients – all of whom are subjected to an unacceptable risk of addiction – and for payors, including Plaintiff.

183. Cephalon and Purdue sponsored APF's *Treatment Options: A Guide for People Living with Pain* (2007), which falsely reassured patients that "opioid agreements" between doctors and patients can "ensure that you take the opioid as prescribed."

184. Endo paid for a 2007 supplement available for continuing education credit in the Journal of Family Practice written by a doctor who became a member of Endo's speaker's bureau in 2010. This publication, entitled *Pain Management Dilemmas in Primary Care: Use of Opioids*, (i) recommended screening patients using tools like (a) the *Opioid Risk Tool* created by Defendant Dr. Webster and linked to Janssen or (b) the *Screener and Opioid Assessment for Patients with Pain*, and (ii) taught that patients at high risk of addiction could safely receive chronic opioid therapy using a "maximally structured approach" involving toxicology screens and pill counts.

185. Purdue sponsored a 2011 webinar taught by Defendant Dr. Webster, entitled *Managing Patient's Opioid Use: Balancing the Need and Risk*. This publication misleadingly taught prescribers that screening tools, urine tests, and patient agreements have the effect of preventing “overuse of prescriptions” and “overdose deaths.”

iv. Defendants, acting individually and collectively, misled physicians, patients, and payors through the use of misleading pseudowords like “pseudoaddiction.”

186. Defendants instructed patients and prescribers that signs of addiction are actually the product of untreated pain, thereby causing doctors to prescribe ever more opioids despite signs that the patient was addicted. The word “pseudoaddiction” was concocted by Dr. J. David Haddox, who later went to work for Purdue, and was popularized in opioid therapy for chronic pain by Defendant Dr. Portenoy, who consulted for Defendants Cephalon, Endo, Janssen, and Purdue. Much of the same language appears in other Defendants’ treatment of this issue, highlighting the contrast between “undertreated pain” and “true addiction” – as if patients could not experience both.

187. In the materials they produced, sponsored, or controlled, Defendants misrepresented that the concept of “pseudoaddiction” is substantiated by scientific evidence.

188. Cephalon and Purdue sponsored the Federation of State Medical Boards’ Responsible Opioid Prescribing (2007), which taught that behaviors such as “requesting drugs by name,” “demanding or manipulative behavior,” seeing more than one doctor

to obtain opioids, and hoarding, which are in fact signs of genuine addiction, are all really signs of “pseudoaddiction.”

189. Purdue did not mention that the author who concocted both the word and the phenomenon it purported to describe became a Purdue Vice President; nor did Purdue disclose the lack of scientific evidence to support the existence of “pseudoaddiction.”⁵⁰

190. Purdue posted an unbranded pamphlet entitled *Clinical Issues in Opioid Prescribing* on its unbranded website, PartnersAgainstPain.com, in 2005, and upon information and belief circulated this pamphlet after 2007. The pamphlet listed conduct including “illicit drug use and deception” that it claimed was not evidence of true addiction but rather was indicative of “pseudoaddiction” caused by untreated pain. It also stated, “Pseudoaddiction is a term which has been used to describe patient behaviors that may occur when pain is untreated Even such behaviors as illicit drug use and deception can occur in the patient’s efforts to obtain relief. Pseudoaddiction can be distinguished from true addiction in that the behaviors resolve when the pain is effectively treated.”

v. Defendants, acting individually and collectively, claimed withdrawal is simply managed.

191. In an effort to underplay the risk and impact of addiction, Defendants claimed that, while patients become physically “dependent” on opioids, physical

⁵⁰ J. David Haddox & David E. Weissman, *Opioid pseudoaddiction – an iatrogenic syndrome*, 36(3) Pain 363 (Mar. 1989).

dependence is not the same as addiction and can be addressed, if and when pain relief is no longer desired, by gradually tapering patients' dosage to avoid the adverse effects of withdrawal. Defendants fail to disclose the extremely difficult and painful effects that patients can experience when they are removed from opioids – an adverse effect that also makes it less likely that patients will be able to stop using the drugs.

192. In materials Defendants produced, sponsored, and/or controlled, Defendants made misrepresentations to persuade doctors and patients that withdrawal from their opioids was not a problem and they should not be hesitant about prescribing or using opioids. These claims were not supported by scientific evidence.

193. A CME sponsored by Endo entitled *Persistent Pain in the Older Adult*, taught that withdrawal symptoms can be avoided entirely by tapering a patient's opioid dose by 10% to 20% per day for ten days. This claim was misleading because withdrawal in a patient already physically dependent would take longer than ten days – when it is successful at all.⁵¹

194. Purdue sponsored APF's *A Policymaker's Guide to Understanding Pain & Its Management*, which taught that "Symptoms of physical dependence can often be ameliorated by gradually decreasing the dose of medication during discontinuation," but the guide did not disclose the significant hardships that often accompany cessation of use.

⁵¹ See Jane Ballantyne, New Addiction Criteria: Diagnostic Challenges Persist in Treating Pain With Opioids, 21(5) Pain Clinical Updates (Dec. 2013).

- vi. *Defendants, acting individually and collectively, misrepresented that increased doses pose no significant additional risks.*

195. Defendants claimed that patients and prescribers could increase doses of opioids indefinitely without added risk, even when pain was not decreasing or when doses had reached levels that were “frighteningly high,” suggesting that patients would eventually reach a stable, effective dose. Each of Defendants’ claims was deceptive in that it omitted warnings of increased adverse effects that occur at higher doses.

196. In materials Defendants produced, sponsored or controlled, Defendants instructed patients and prescribers that patients could remain on the same dose indefinitely, assuaging doctors’ concerns about starting patients on opioids or increasing their doses during treatment, or about discontinuing their patients’ treatment as doses escalated. These claims were not supported by scientific evidence.

197. Cephalon and Purdue sponsored APF’s *Treatment Options: A Guide for People Living with Pain* (2007), which claims that some patients “need” a larger dose of an opioid, regardless of the dose currently prescribed. The guide taught that opioids differ from NSAIDs in that they have “no ceiling dose” and are therefore the most appropriate treatment for severe pain. The publication attributes 10,000 to 20,000 deaths annually to NSAID overdose when the true figure was closer to 3,200 at the time.⁵²

198. Cephalon sponsored a CME written by KOL Defendant Dr. Webster, *Optimizing Opioid Treatment for Breakthrough Pain*, offered by Medscape, LLC from

⁵² Robert E. Tarone, et al., Nonselective Nonaspirin Nonsteroidal Anti-Inflammatory Drugs and Gastrointestinal Bleeding: Relative and Absolute Risk Estimates from Recent Epidemiologic Studies, 11 Am. J. of Therapeutics 17-25 (2004).

September 28, 2007 through December 15, 2008. The CME taught that non-opioid analgesics and combination opioids containing non-opioids such as aspirin and acetaminophen are less effective at treating breakthrough pain because of dose limitations on the non-opioid component.

199. Endo sponsored a website, *painknowledge.com*, through APF, which claimed in 2009 that opioids may be increased until “you are on the right dose of medication for your pain,” at which point further dose increases would not be required.

200. Endo distributed a patient education pamphlet edited by KOL Defendant Dr. Portenoy entitled *Understanding Your Pain: Taking Oral Opioid Analgesics*, which was published on Endo’s website. In Q&A format, it asked, “If I take the opioid now, will it work later when I really need it?” The response is, “The dose can be increased. ... You won’t ‘run out’ of pain relief.”

201. Purdue sponsored APF’s *A Policymaker’s Guide to Understanding Pain & Its Management*, which taught that dose escalations are “sometimes necessary,” even indefinite ones, but did not disclose the risks from high-dose opioids. This publication is still available online.

202. Purdue sponsored *Overview of Management Options*, a CME issued by the AMA in 2003, 2007, 2010, and 2013. The 2013 version remains available for CME credit. The CME was edited by KOL Defendant Dr. Portenoy, among others, and taught that NSAIDs and other drugs, but not opioids, are unsafe at high doses.

- vii. *Defendants, acting individually and collectively, deceptively omitted or minimized the adverse effects of opioids and overstated the risks of alternative forms of pain treatment.*

203. In materials they produced, sponsored or controlled, Defendants omitted known risks of chronic opioid therapy and emphasized or exaggerated risks of competing products so that prescribers and patients would be more likely to choose opioids and would favor opioids over other therapies such as over-the-counter acetaminophen or over-the-counter or prescription NSAIDs. None of these claims was supported by scientific evidence.

204. In addition to failing to disclose in promotional materials the risks of addiction, abuse, overdose, and respiratory depression, Defendants routinely ignored the risks of hyperalgesia, a “known serious risk associated with chronic opioid analgesic therapy in which the patient becomes more sensitive to certain painful stimuli over time;”⁵³ hormonal dysfunction;⁵⁴ decline in immune function; mental clouding, confusion, and dizziness; increased falls and fractures in the elderly;⁵⁵ neonatal abstinence syndrome (when an infant exposed to opioids prenatally suffers withdrawal after birth), and potentially fatal interactions with alcohol or benzodiazepines, which are

⁵³ Letter from Janet Woodcock, M.D., Dir., Ctr. For Drug Eval. & Res., to Andrew Kolodny, M.D., Pres. *Physicians for Responsible Opioid Prescribing*, Re Docket No. FDA-2012-P-0818 (Sept. 10, 2013).

⁵⁴ H.W. Daniell, Hypogonadism in men consuming sustained-action oral opioids, 3(5) J. Pain 377-84 (2001).

⁵⁵ See Bernhard M. Kuschel, The risk of fall injury in relation to commonly prescribed medications among older people – a Swedish case-control study, Eur. J. Pub. H. (July 31, 2014).

used to treat post-traumatic stress disorder and anxiety. Post-traumatic stress disorder and anxiety also often accompany chronic pain symptoms.⁵⁶

205. Cephalon and Purdue sponsored APF's *Treatment Options: A Guide for People Living with Pain* (2007), which taught patients that opioids differ from NSAIDs in that they have "no ceiling dose" and are therefore the most appropriate treatment for severe pain. The publication attributes 10,000 to 20,000 deaths annually to NSAID overdose when the figure is closer to 3,200.⁵⁷ *Treatment Options* also warned that risks of NSAIDs increase if "taken for more than a period of months," with no corresponding warning about opioids.

206. Endo sponsored a website, painknowledge.com, through APF, which contained a flyer called "Pain: Opioid Therapy." This publication included a list of adverse effects that omitted significant adverse effects including hyperalgesia, immune and hormone dysfunction, cognitive impairment, tolerance, dependence, addiction, and death.

207. Janssen and Purdue sponsored and Endo provided grants to APF to distribute *Exit Wounds* (2009), which omits warnings of the risk of potentially fatal

⁵⁶ Karen H. Seal, Association of Mental Health Disorders With Prescription Opioids and High-Risk Opioids in US Veterans of Iraq and Afghanistan, 307(9) J. Am. Med. Ass'n 940-47 (2012).

⁵⁷ Robert E. Tarone, et al., Nonselective Nonaspirin Nonsteroidal Anti-Inflammatory Drugs and Gastrointestinal Bleeding: Relative and Absolute Risk Estimates from Recent Epidemiologic Studies, 11 Am. J. of Therapeutics 17-25 (2004).

interactions between opioids and certain anti-anxiety medicines called benzodiazepines, commonly prescribed to veterans with post-traumatic stress disorder.

208. As a result of Defendants' campaign of deception, promoting opioids over safer and more effective drugs, opioid prescriptions increased even as the percentage of patients visiting a doctor for pain remained constant. A study of 7.8 million doctor visits between 2000 and 2010 found that opioid prescriptions increased from 11.3% to 19.6% of visits, as NSAID and acetaminophen prescriptions fell from 38% to 29%, driven primarily by the decline in NSAID prescribing.⁵⁸

G. Defendants' Promotion of Their Branded Drugs Was Also Deceptive

209. While Defendants worked in concert to expand the market for opioids, they also worked to maximize their individual shares of that market. Each Defendant promoted opioids for chronic pain through sales representatives (which Defendants called "detailers" to deemphasize their primary sales role) and small group speaker programs to reach out to individual prescribers nationwide and in Suffolk County. By establishing close relationships with doctors, Defendants were able to disseminate their misrepresentations in targeted, one-on-one settings that allowed them to differentiate

⁵⁸ M. Daubresse, *et al.*, *Ambulatory Diagnosis and Treatment of Nonmalignant Pain in the United States, 2000-2010*, 51(10) Med. Care, 870-878 (2013). For back pain alone, the percentage of patients prescribed opioids increased from 19% to 29% between 1999 and 2010, even as the use of NSAIDs or acetaminophen declined from 39.9% to 24.5% of these visits; and referrals to physical therapy remained steady. *See also* J. Mafi, *et al.*, *Worsening Trends in the Management and Treatment of Back Pain*, 173(17) J. of the Am Med. Ass'n Internal Med. 1573, 1573 (2013).

their opioids and to allay individual prescribers' concerns about prescribing opioids for chronic pain.

210. Defendants developed sophisticated methods for selecting doctors for sales visits based on the doctors' prescribing habits. In accordance with common industry practice, Defendants purchase and closely analyze prescription sales data from IMS Health, a healthcare data collection, management and analytics corporation. This data allows them to track precisely the rates of initial and renewal prescribing by individual doctors, which allows them to target and tailor their appeals. Sales representatives visited hundreds of thousands of doctors and disseminated the misinformation and materials described above throughout the United States, including doctors in Suffolk County.

H. Defendants Knew That Their Marketing of Chronic Opioid Therapy Was False, Unfounded, and Dangerous and Would Harm Plaintiff and its Residents

211. Defendants made, promoted, and profited from their misrepresentations – individually and collectively – knowing that their statements regarding the risks, benefits, and superiority of opioids for chronic pain were false and misleading. Cephalon and Purdue entered into settlements in the hundreds of millions of dollars to resolve criminal and federal charges involving nearly identical conduct. Defendants had access to scientific studies, detailed prescription data, and reports of adverse events, including reports of addiction, hospitalization, and deaths – all of which made clear the significant adverse outcomes from opioids and that patients were suffering from addiction, overdoses, and death in alarming numbers.

212. Defendants expected and intended that their misrepresentations would induce doctors to prescribe, patients to use, and payors to pay for their opioids for chronic pain.

213. When they began their deceptive marketing practices, Defendants recklessly disregarded the harm that their practices were likely to cause. As their scheme was implemented, and as reasonably foreseeable harm began to occur, Defendants were well aware that it was occurring. Defendants closely monitored their own sales and the habits of prescribing doctors, which allowed them to see sales balloon – overall, in individual practices, and for specific indications. Their sales representatives, who visited doctors and attended CME programs, knew what types of doctors were receiving their messages and how they were responding. Moreover, Defendants had access to, and carefully monitored government and other data that tracked the explosive rise in opioid use, addiction, injury, and death.

I. Defendants Fraudulently Concealed their Misrepresentations

214. Defendants took steps to avoid detection of, and to fraudulently conceal, their deceptive marketing and conspiratorial behavior.

215. Defendants disguised their own roles in the deceptive marketing by funding and working through Front Groups purporting to be patient advocacy and professional organizations and through paid KOLs. Defendants purposefully hid behind the assumed credibility of the front organizations and KOLs and relied on them to vouch for the accuracy and integrity of Defendants' false and misleading statements about opioid use for chronic pain.

216. While Defendants were listed as sponsors of many of the publications described in this Complaint, they never disclosed their role in shaping, editing, and approving their content. Defendants exerted their considerable influence on these purportedly “educational” or “scientific” materials in emails, correspondence, and meetings with KOLs, Front Groups, and public relations companies that were not public.

217. In addition to hiding their own role in generating the deceptive content, Defendants manipulated their promotional materials and the scientific literature to make it appear these items were accurate, truthful, and supported by substantial scientific evidence. Defendants distorted the meaning or import of materials they cited and offered them as evidence for propositions the materials did no support. The true lack of support for Defendants’ deceptive messages was not apparent to the medical professionals who relied upon them in making treatment decisions. The false and misleading nature of Defendants’ marketing was not known to, nor could it reasonably have been discovered by, Plaintiff or its residents.

218. Defendants also concealed their participation by extensively using the public relations companies they hired to work with Front Groups to produce and disseminate deceptive materials.

219. Defendants concealed from the medical community, patients, and health care payors facts sufficient to arouse suspicion of the existence of claims that Plaintiff now asserts. Plaintiff did not discover the existence and scope of Defendants’ industry-wide fraud and could not have acquired such knowledge earlier through the exercise of reasonable diligence.

220. Through the public statements, marketing, and advertising, Defendants' deceptions deprived Plaintiff of actual or implied knowledge of facts sufficient to put them on notice of potential claims.

J. Defendants Entered into and Engaged in a Civil Conspiracy

221. Defendants entered into a conspiracy to engage in the wrongful conduct complained of herein, and intended to benefit both independently and jointly from their conspiratorial enterprise.

222. Defendants reached an agreement between themselves to set up, develop, and fund an unbranded promotion and marketing network to promote the use of opioids for the management of pain in order to mislead physicians, patients, health care providers, and health care payors through misrepresentations or omissions regarding the appropriate uses, risks and safety of opioids.

223. This network is interconnected and interrelated, as demonstrated by Exhibit A, which is incorporated herein, and relied upon Defendants' collective use of and reliance upon unbranded marketing materials, such as KOLs, scientific literature, CMEs, patient education materials, and Front Groups. These materials were developed and funded collectively by Defendants, and Defendants relied upon the materials to intentionally mislead consumers and medical providers of the appropriate uses, risks and safety of opioids.

224. By knowingly misrepresenting the appropriate uses, risks, and safety of opioids, Defendants committed overt acts in furtherance of their conspiracy.

**FIRST CAUSE OF ACTION
DECEPTIVE ACTS AND PRACTICES – NEW YORK GENERAL BUSINESS LAW § 349
(AGAINST ALL DEFENDANTS)**

225. Plaintiff incorporates the allegations within all prior paragraphs within this Complaint as if they were fully set forth herein.

226. Defendants violated New York General Business Law § 349, because they engaged in deceptive acts or practices in the conduct of business, trade or commerce in this state.

227. Plaintiff and its residents have been injured by reason of Defendants' violation of § 349.

**SECOND CAUSE OF ACTION
FALSE ADVERTISING – NEW YORK GENERAL BUSINESS LAW § 350
(AGAINST ALL DEFENDANTS)**

228. Plaintiff incorporates the allegations within all prior paragraphs within this Complaint as if they were fully set forth herein.

229. Defendants violated New York General Business Law § 350, because they engaged in false advertising in the conduct of a business, trade or commerce in this state.

230. Plaintiff and its residents have been injured by reason of Defendants' violation of § 350.

**THIRD CAUSE OF ACTION
PUBLIC NUISANCE
(AGAINST ALL DEFENDANTS)**

231. Plaintiff incorporates the allegations within all prior paragraphs within this Complaint as if they were fully set forth herein.

232. Defendants, individually and acting through their employees and agents, and in concert with each other, have intentionally, recklessly, or negligently engaged in conduct or omissions which endanger or injure the property, health, safety or comfort of a considerable number of persons in Suffolk County by their production, promotion, and marketing of opioids for use by residents of Suffolk County.

233. Defendants' conduct is unreasonable.

234. Defendants' conduct is not insubstantial or fleeting. It has caused deaths, serious injuries, and a severe disruption of public peace, order and safety; it is ongoing, and it is producing permanent and long-lasting damage.

235. Defendants' conduct constitutes a public nuisance.

236. Defendants' conduct directly and proximately caused injury to Plaintiff and its residents.

237. Plaintiff and its residents suffered special injuries distinguishable from those suffered by the general public.

**FOURTH CAUSE OF ACTION
VIOLATION OF NEW YORK SOCIAL SERVICES LAW § 145-B
(AGAINST ALL DEFENDANTS)**

238. Plaintiff incorporates the allegations within all prior paragraphs within this Complaint as if they were fully set forth herein.

239. Defendants violated Social Services Law § 145-b, because they knowingly, by means of a false statement or representation, or by deliberate concealment of any material fact, or other fraudulent scheme or device, on behalf of themselves or others, attempted to obtain or obtained payment from public funds for services or supplies

furnished or purportedly furnished pursuant to Chapter 55 of the Social Services Law. Plaintiff is a “political subdivision” of the State of New York as that term is used in § 145-b (1) (b) and a “local social services district” as that term is used in § 145-b (2).

240. By reason of Defendants’ violation of § 145-b, Plaintiff has been damaged.

**FIFTH CAUSE OF ACTION
FRAUD
(AGAINST ALL DEFENDANTS)**

241. Plaintiff incorporates the allegations within all prior paragraphs within this Complaint as if they were fully set forth herein.

242. Defendants, individually and acting through their employees and agents, and in concert with each other, made misrepresentations and omissions of facts material to Plaintiff and its residents to induce them to purchase, administer, and consume opioids as set forth in detail above.

243. Defendants knew at the time that they made their misrepresentations and omissions that they were false.

244. Defendants intended that Plaintiff and its residents would rely on their misrepresentations and omissions.

245. Plaintiff and its residents reasonably relied upon Defendants’ misrepresentations and omissions.

246. By reason of their reliance on Defendants’ misrepresentations and omissions of material fact Plaintiff and its residents suffered actual pecuniary damage.

247. Defendants’ conduct was willful, wanton, and malicious and was directed at the public generally.

**SIXTH CAUSE OF ACTION
UNJUST ENRICHMENT
(AGAINST ALL DEFENDANTS)**

248. Plaintiff incorporates the allegations within all prior paragraphs within this Complaint as if they were fully set forth herein.

249. As an expected and intended result of their conscious wrongdoing as set forth in this Complaint, Defendants have profited and benefited from opioid purchases made by Plaintiff and its residents.

250. In exchange for the opioid purchases, and at the time Plaintiff and its residents made these payments, Plaintiff and its residents expected that Defendants had provided all of the necessary and accurate information regarding those risks and had not misrepresented any material facts regarding those risks.

251. Defendants have been unjustly enriched at the expense of Plaintiff.

PRAYER FOR RELIEF

WHEREFORE Plaintiff demands judgment against Defendants, jointly and severally, awarding Plaintiff:

- i. compensatory damages in an amount sufficient to fairly and completely compensate Plaintiff for all damages;
- ii. treble damages, penalties, and costs pursuant to Social Services Law § 145-b;

- iii. Treble damages and attorney's fees pursuant to General Business Law §§ 349(h) and 350-3(3);
- iv. punitive damages;
- v. interest, costs, and disbursements; and
- vi. such other and further relief as this Court deems just and proper.

Dated: August 31, 2016



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TAB 1

Court	Case No.	Plaintiff(s)	Defendant(s)	Date Filed	Firms Representing
Cleveland County, OK	CJ-2017-816	State of Oklahoma; AG Mike Hunter	Purdue Pharma LP; Purdue Pharma Inc; The Purdue Frederick Company Inc.; Teva Pharmaceuticals USA Inc.; Cephalon Inc; Johnson & Johnson; Janssen Pharmaceuticals Inc; Ortho-McNeil-Janssen Pharmaceuticals Inc; Jansen pharmaceceutica, Inc.; Allergan PLC; Watson Laboratories Inc; Actavis LLC; Actavis Pharma, Inc.	6/30/2017	Whitten Burrage; Nix Patterson & Roach LLP; Glenn Coffee & Associates, PLLC
CNDC	17-CV-203	Cherokee Nation	McKesson Corp., Cardinal Health, Inc., Amerisourcebergen, CVS Health, Walgreens Boots Alliance, Inc., Wal-Mart Stores, Inc.	4/20/2017	Filed in Tribal Ct.
EDCA	17-CV-1485	County of San Joaquin; City of Stockton; Montezuma Fire Protection District	Purdue Pharma, L.P.; Purdue Pharma, Inc.; Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutica, Inc.; Endo Health Solutions, Inc.; Endo Pharmaceuticals, Inc.; McKesson Corporation	7/17/2017	Law Offices Of Francis O. Scarpulla; Parish Guy Castillo, PLC;
EDTN	17-CV-122	Barry Staubus, Tony Clark, Dan Armstrong and Baby Doe	Purdue Pharma LP, Purdue Pharma, Inc., The Purdue Frederick Company, Mallinckrodt PLC, Endo Health Solutions, Inc., Endo Pharmaceuticals, Inc., Center Pointe Medical Clinic, LLC, Elizabeth Ann Bowers Campbell, Pamela Moore and Abdelrahman Hassabu Mohamed	7/27/2017	
Montgomery County, Ohio	17-CV-2647	The City of Dayton	Purdue Pharma L.P.; Purdue Pharma Inc.; The Purdue Frederick Co., Inc.; Teva Pharm. USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharm., Inc.; Ortho-McNeil-Janssen Pharm., Inc.; Janssen Pharmaceutica, Inc.; Endo Pharm., Inc.; Allergan PLC; Actavis, Inc.; Watson Lab., Inc.; Actavis LLC; Actavis Pharma, Inc.; Endo Health Solutions Inc.; McKesson Corp.; Cardinal Health, Inc.; AmerisourceBergen Corp.; Russell Portenoy; Perry Fine; Scott Fishman; and Lynn Webster.	6/5/2017	Napoli Shkolnik, PLLC; Climaco, Wildcox, Peca, & Garofoli, C.O., L.P.A.
NDIL	1:14-cv-04361	City of Chicago	Purdue Pharma L.P.; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Depomed, Inc.; Endo Health Solutions, Inc., Endo Pharmaceuticals, Inc.; Allergan PLC, f/k/a Actavis PLC; Actavis, Inc. f/k/a Watson Pharmaceuticals, Inc.; Watson Laboratories, Inc.; Actavis LLC; and Actavis Pharma, Inc. f/k/a Watson Pharma, Inc.	2015	Motley Rice/Wexler Wallace
NY State Court	EFCA2017-252	Broome County NY	Purdue Pharma L.P.; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Endo Health Solutions, Inc., Endo Pharmaceuticals, Inc.; Russell Portenoy; Perry Fine; Scott Fishman; Lynn Webster	2/1/2017	Simmons Hanly

NY State Court	Dutchess County NY	Purdue Pharma LP; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals Inc.; Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals; Endo Health Solutions Inc.; and Endo Pharmaceuticals, Inc.; as well as physicians Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster	6/6/2017	Simmons Hanly
NY State Court	Erie County NY	Purdue Pharma LP; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals Inc.; Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals; Endo Health Solutions Inc.; and Endo Pharmaceuticals, Inc.; as well as physicians Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster	2/1/2017	Simmons Hanly
NY State Court	Orange County NY	Purdue Pharma LP; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals Inc.; Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals; Endo Health Solutions Inc.; and Endo Pharmaceuticals, Inc.; as well as physicians Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster	5/11/2017	Simmons Hanly
NY State Court	Nassau County NY	Purdue Pharma LP; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; et al.	6/12/2017	Napoli Shkolnik
NY State Court	Schenectady County NY	Purdue Pharma LP; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals Inc.; Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals; Endo Health Solutions Inc.; and Endo Pharmaceuticals, Inc.; as well as physicians Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster	6/15/2017	Simmons Hanly
NY State Court	Seneca County NY	Purdue Pharma LP; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals Inc.; Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals; Endo Health Solutions Inc.; and Endo Pharmaceuticals, Inc.; as well as physicians Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster	6/7/2017	Simmons Hanly

NY State Court		Suffolk County NY	Purdue Pharma LP; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals Inc.; Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals; Endo Health Solutions Inc.; and Endo Pharmaceuticals, Inc.; as well as physicians Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster	8/31/2016	Simmons Hanly
NY State Court	2017-961	Sullivan County NY	Purdue Pharma LP; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals Inc.; Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals; Endo Health Solutions Inc.; and Endo Pharmaceuticals, Inc.; as well as physicians Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster	6/7/2017	Simmons Hanly
Ross County, Ohio		State of Ohio & Mike DeWine	Purdue Pharma LP; Purdue Pharma Inc; The Purdue Frederick Company Inc, Teva Pharmaceutical Industries LTD; Teva Pharmaceuticals USA Inc.; Cephalon Inc; Johnson & Johnson; Janssen Pharmaceuticals Inc; Ortho-McNeil-Janssen Pharmaceuticals Inc; Jansen pharmaceuticals Inc; Endo Health Solutions; Endo Pharmaceuticals Inc; Allergan PLC; Watson Pharmaceuticals Inc; Watson Laboratories Inc; Actavis LLC	5/31/2017	Hagen Berman Sobol Shapiro
SDIL	17-CV-616	People of the State of Illinois; St. Clair County, Illinois	Purdue Pharma L.P.; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Abbott Laboratories; Abbott Laboratories, Inc.	6/9/2017	Cates Mahoney, LLC; Law Office of Christopher Cueto , LTD; Holland, Groves, et al.; Goldenberg Heller & Antognoli PC
SDOH	17-CV-663	Belmont County Board of County Commissioners	AmerisourceBergen Drug Corporation, Cardinal Health, Inc., McKesson Corporation	7/28/2017	Hill, Peterson, Carper, Bee & Deitzler, PLLC
SDOH	17-CV-664	Brown County Board of County Commissioners	AmerisourceBergen Drug Corporation, Cardinal Health, Inc., McKesson Corporation	7/28/2017	Hill, Peterson, Carper, Bee & Deitzler, PLLC
SDOH	17-CV-662	Clermont County Board Of County Commissioners	AmerisourceBergen Drug Corporation, Cardinal Health, Inc., McKesson Corporation	7/28/2017	Hill, Peterson, Carper, Bee & Deitzler, PLLC
St. Louis, MO County Court		The State of Missouri; Joshua D. Hawley	Purdue Pharma, L.P.; Purdue Pharma, Inc.; Purdue Frederick Company; Endo Health Solutions, Inc.; Endo Pharmaceuticals, Inc.; Janssen Pharmaceuticals, Inc.; Johnson & Johnson	6/21/2017	
The Superior Court of Orange County, CA	30-2014-00725287	The People of the State of California	Actavis LLC; Actavis Pharma, Inc.; Actavis, Inc.; Actavis, PLC; Cephalon, Inc.; Endo Health Solutions, Inc.; Endo Pharmaceuticals, Inc.; Janssen Pharmaceutica, Inc.; Janssen Pharmaceuticals, Inc.; Johnson & Johnson; Ortho-McNeil-Janssen Pharmaceuticals; Purdue Pharma, LP; Purdue Pharma Inc.; Purdue, Inc.; Teva Pharmaceutical Industries, Ltd.; Teva Pharmaceuticals USA, Inc.' The Purdue Frederick Company, Inc.; Watson Laboratories, Inc.; Watson Pharmaceuticals, Inc.	5/21/2014	

WDWA	17-CV-209	Snohomish County	Purdue Pharma L.P.; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; John and Jane Does 1 through 10	2/10/2017	Kelley, Goldfarb; Huck; Roth; & Riojas, PLLC
WDWA	17-CV-209	The City of Everett	Purdue Pharma, L.P.; Purdue Pharma, Inc.; The Purdue Frederick Co., Inc.; John and Jane Does 1 through 10, individuals who are executives, officers, and/or directors of Purdue.		Kelley, Goldfarb, Huck, Roth & Riojas, PLLC
WVSD	17-CV-2028	Boone County Commission	AmerisourceBergen Drug Corporation, Rite Aid of Maryland, Inc., Kroger Limited Partnership II, Cardinal Health, Inc., McKesson Corporation, Kroger Limited Partnership I, H.D. Smith Wholesale Drug Co., Anda, Inc., Generics Bidco I, LLC, Anda Pharmaceuticals, Inc., Belco Drug Corp. and Qualitest Pharmaceuticals, Inc.	3/27/2017	Hendrickson & Long/Powell & Majestro (WV firms)
WVSD	17-CV-1665	Cabell County Commission	AmerisourceBergen Drug Corporation, CVS Indiana, L.L.C., Cardinal Health, Inc., Rite Aid of Maryland, Inc., Wal-Mart Stores East, LP, Kroger Limited Partnership II, McKesson Corporation, Walgreen Eastern Co., Inc., Kroger Limited Partnership I and H.D. Smith Wholesale Drug Co.	3/9/2017	Hendrickson & Long/Powell & Majestro (WV firms)
WVSD	17-CV-1957	Fayette County Commission	Cardinal Health, Inc., CVS Indiana, L.L.C., AmerisourceBergen Drug Corporation, Rite Aid of Maryland, Inc., Wal-Mart Stores East, LP, Kroger Limited Partnership I, Kroger Limited Partnership II, McKesson Corporation and Top Rx, LLC	3/21/2017	Hendrickson & Long/Powell & Majestro (WV firms)
WVSD	17-CV-1666	Kanawha County Commission	AmerisourceBergen Drug Corporation, Rite Aid of Maryland, Inc., Cardinal Health, Inc., Kroger Limited Partnership II, CVS Indiana, L.L.C., Omnicare Distribution Center LLC, McKesson Corporation, Wal-Mart Stores East, LP, Miami-Luken, Inc., Kroger Limited Partnership I, The Harvard Drug Group, L.L.C., Walgreen Eastern Co., Inc., Anda, Inc., Anda Pharmaceuticals, Inc., Masters Pharmaceutical, Inc. and Keysource Medical, Inc.	3/9/2017	Hendrickson & Long/Powell & Majestro (WV firms)
WVSD	17-CV-2296	Logan County Commission	Cardinal Health, Inc., McKesson Corporation, AmerisourceBergen Drug Corporation, Rite Aid of Maryland, Inc., Wal-Mart Stores East, LP, Kroger Limited Partnership II, H. D. Smith Wholesale Drug Co., The Harvard Drug Group, L.L.C., Kroger Limited Partnership I, Miami-Luken, Inc., Anda Pharmaceuticals, Inc., Cedardale Distributors LLC, Anda, Inc., Belco Drug Corp., SAJ Distributors and Masters Pharmaceutical, Inc.	4/11/2017	Hendrickson & Long/Powell & Majestro (WV firms)
WVSD	17-CV-1362	The City of Huntington	AmerisourceBergen Drug Corporation, Cardinal Health, Inc., McKesson Corporation and Gregory Donald Chaney	2/23/2017	Hendrickson & Long/Powell & Majestro (WV firms)
WVSD	17-CV-946	The County Commission of McDowell County	AmerisourceBergen Drug Corporation, Cardinal Health, Inc., McKesson Corporation, Harold Anthony Cofer, Jr., & Cardinal Health 110, LLC	1/25/2017	The Bell Law Firm, Morgan & Morgan Complex Litigation Group, and Troy Law Firm
WVSD	17-CV-1962	Wayne County Commission	Rite Aid of Maryland, Inc., CVS Indiana, L.L.C., McKesson Corporation, Cardinal Health, Inc., SAJ Distributors, Wal-Mart Stores East, LP, AmerisourceBergen Drug Corporation and Top Rx, LLC	3/21/2017	Hendrickson & Long/Powell & Majestro (WV firms)
WVSD	17-CV-2311	Wyoming County Commission	AmerisourceBergen Drug Corporation, Rite Aid of Maryland, Inc., McKesson Corporation, H. D. Smith Wholesale Drug Co., Miami-Luken, Inc., J M Smith Corporation, Anda, Inc. and The Harvard Drug Group, L.L.C.	4/12/2017	Hendrickson & Long/Powell & Majestro (WV firms)

Mississippi

**STATEMENT OF EXPLANATION**

Resolution No. 24 - 25

**RES. 24-25: RESOLUTION TO DISALLOW SECOND CLAIM OF RICHARD
HODSDON - TODD PAULS**

1 Attorney Richard Hodsdon filed a notice of continuing claim dated March 27, 2025,
2 against the County pursuant to Wisconsin Statute § 893.80. This notice was received by the
3 Chippewa County Clerk on March 28, 2025. The notice alleges that the County has a continuing
4 and contractual obligation for additional damages rendered for and on behalf of his client,
5 Sheriff Travis Hakes. It notes that it is submitted in addition to and not in place of a similar
6 claim dated June 12, 2024, for legal services provided in connection with an investigation
7 conducted by the County into a complaint filed with the County. The notice alleges damages of
8 approximately \$9,000.00, increasing at an hourly rate of \$350.00 for all additional time spent
9 on the matter.

10 Upon review of the claim with the County's liability insurance company, Wisconsin
11 Municipal Mutual Insurance Company (WMMIC) and insurance defense legal counsel, it is the
12 recommendation of WMMIC and insurance defense legal counsel that the County formally
13 deny the claim. This resolution denies the continuing claim and provides notice to Attorney
14 Richard Hodsdon of this denial as required by Wis. Stat. §893.80.

15

Resolution No. 24 - 25

RES. 24-25: RESOLUTION TO DISALLOW SECOND CLAIM OF RICHARD HODSDON - TODD PAULS

WHEREAS, a Notice of Claim from Richard Hodsdon was filed on March 28, 2025 with the Chippewa County Clerk's Office, as a continuing claim to a previous claim that Richard Hodsdon filed with the Chippewa County Clerk's Office on June 12, 2024, in the amount of \$27,753.37, which was disallowed by the Chippewa County Board of Supervisors pursuant to Resolution 42-24 ; and

WHEREAS, the Notice of Claim states that the County has a continuing and contractual obligation for additional damages for the time Mr. Hodsdon has spent in his effort to collect unpaid fees for legal services Mr. Hodsdon claims he rendered for and on behalf of his client, Sheriff Travis Hakes; and

WHEREAS, the Notice of Claim states that Mr. Hodsdon's additional damages as of the date of the Notice of Claim are "in the approximate amount of \$9,000.00 and that the amount increases at an hourly rate of \$350.00 for all time spent by this office in its effort to collect the unpaid debt."; and

WHEREAS, upon review of this claim with the County's liability insurance company, Wisconsin Mutual Municipal Insurance Company (WMMIC) and insurance defense legal counsel it is the recommendation of WMMIC and insurance defense legal counsel that the claim be denied;

NOW, THEREFORE BE IT RESOLVED, that the Chippewa County Board of Supervisors does hereby deny the continuing claim of Attorney Richard Hodsdon, and no action on this claim may be brought against Chippewa County or any of its officers, officials, agents or employees after six months from the date of service of this notice, pursuant to Wis. Stat. § 893.80; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the claimant by certified mail, return receipt requested, as Notice of Disallowance.

Forwarded to the County Board by the Executive Committee.

FINANCIAL IMPACT:

There is no fiscal impact to Chippewa County by passage of this resolution.

07/8/2025 County Board

RESULT: APPROVED [11 TO 6]

MOVER: Kari Ives, District 21

SECONDER: Charles Bomar, District 12

AYES: Hull, Bergeron, Flater, Guthman, Gehring, Ericksen, Peterson, Bomar, Rohmeyer, Flynn, Ives

NAYS: Shoebridge, Seidlitz, Lotts, Roshell, Kelly, Kempe

ABSTAIN: Lee Hennick

ABSENT: Timothy Goettl

History:

07/01/25 Executive Committee FORWARD TO COUNTY BOARD

Approved as to Form:

Todd A. Pauls

Todd A. Pauls, Corporation Counsel

6/24/2025

Leah Simington

Leah Simington, Finance Director

6/26/2025

Andy J. Albarado

Andy J. Albarado, County Administrator

6/25/2025

RICHARD HODSDON
ATTORNEY AT LAW

March 27, 2025

Chippewa County Clerk
Room 109
711 North Bridge Street
Chippewa Falls, WI 54729
(By postal mail and email)

RE: Notice of Claim for Additional Damages for Failure to Pay Contractual Obligations

To the Chippewa County Clerk:

This letter is submitted to your Office as a second claim against Chippewa County related to failure to pay contractual obligations for services rendered on behalf of an elected official of Chippewa County contracted by a written agreement executed by that official. This Notice of Claim and Demand is submitted in addition to and not in place of a similar Notice provided to your Office dated June 12, 2024, for legal services rendered to and on behalf of Chippewa /county Sheriff Travis Hakes. This Notice of Claim is being submitted in an abundance of caution to ensure compliance with Wisconsin Statutes, including, but not limited to, Wis. Stat. 59.64 to notify Chippewa County that its failure to pay the due and properly presented claim in breach of its contractual obligations has resulted in additional damages due and owing from Chippewa County to the Law Office of Richard Hodsdon.

This Notice is also to advise you that such damages are continuing in nature and increasing in amount on an on-going basis caused by the time and resources that are being spent to collect the money currently due and owing and for which Chippewa County has continued to refuse payment. The additional damages as of the date of this Notice and Demand are in the approximate amount of \$9,000.00 and that amount increases at an hourly rate of \$350.00 for all time spent by this office in its effort to collect the unpaid debt. Because these damages continue to increase and accumulate on an on-going basis I am unable at this time to present the specific and final dollar amount of the Demand for Payment. If the appropriate legal representative of Chippewa County wishes to contact me for more specific information they should feel free to do so.

The history and factual basis of this Demand and Notice has been submitted to Chippewa County as attachments to the Notice and Demand of June 12, 2024, and is incorporated herein. While Wisconsin Statutes direct such Notice and Demand be made to your Office, attorney ethical requirements require me to be cautious about contacting a party represented by counsel and since Attorney Hanna Kolberg represents Chippewa County of the first Notice of Claim and Demand I am also sending a copy of this document to her in the event that she, rather than Chippewa County Corporation counsel, is the appropriate county representative.

Yours,

s/Richard Hodsdon

CC: Todd A. Paul, Chippewa County Corporation Counsel (By email only)
Chippewa County Sheriff Travis Hakes (By email only)
Attorney Hanna Kolberg (By email only)



Deborah Blevins
711 N Bridge Street
Chippewa Falls, Wisconsin 54729

June 20, 2025

RE: Claimant: Richard Hodsdon
 Claim Number: GLCC00004036
 Our Insured: Chippewa County
 Date of Loss: 3/27/2025

Dear Deborah Blevins,

The above referenced claim was filed on . After a thorough examination of the information, it has been determined that Chippewa County has no liability for this claim. Please issue a formal disallowance and provide a copy of this disallowance to WMMIC.

A copy of this letter has been placed in the claim file for reference. If you should have any further questions, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Nicole Busch".

Nicole Busch
Liability Team Lead
Wisconsin Municipal Mutual Insurance Company
(608) 268-0142
nbusch@wmmic.com

Resolution No. 42 - 24

**RES. 42-24: RESOLUTION TO DISALLOW CLAIM OF RICHARD HODSDON - TODD PAULS AND
JIM SHERMAN**

WHEREAS, a Notice of Claim from Attorney Richard Hodsdon was filed on June 13, 2024 with the Chippewa County Clerk's Office; and

WHEREAS, the Notice of Claim states that Attorney Richard Hodsdon is claiming that the County has legal and contractual obligations to tender payment for legal services in the amount of \$27,753.37 that Attorney Hodsdon rendered for and on behalf of his client, Sheriff Travis Hakes; and

WHEREAS, Attorney Hodsdon was retained by Sheriff Hakes to represent him in connection with an investigation conducted by the County into a complaint filed with the County by an employee regarding conduct of the Sheriff, which raised workplace concerns pursuant to Chapter 7, Section 69 of the Chippewa County Human Resources Policy Manual; and

WHEREAS, after review of this claim with the County's liability insurance company, Wisconsin Mutual Municipal Insurance Company (WMMIC), it is WMMIC's recommendation that the claim be denied;

NOW, THEREFORE BE IT RESOLVED, that the Chippewa County Board of Supervisors does hereby deny the claim of Attorney Richard Hodsdon, and no action on this claim may be brought against Chippewa County or any of its offices, officials, agents or employees after six months from the date of service of this notice, pursuant to Wis. Stat. § 893.80; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the claimant by certified mail, return receipt requested, as Notice of Disallowance.

Forwarded to the County Board by the Executive Committee.

FINANCIAL IMPACT:

There is no fiscal impact to Chippewa County by passage of this resolution.

10/8/2024 County Board
RESULT: APPROVED [14 TO 6]
MOVER: Kari Ives, District 21
SECONDER: Charles Bomar, District 12
AYES: Hull, Mueller, Flater, Guthman, Gehring, Kirby, Bergeron, Ericksen, Peterson, Bomar, Kempe, Rohmeyer, Flynn, Ives
NAYS: Shoebridge, Goettl, Seidlitz, Lotts, Roshell, Kelly
ABSENT: Lee Hennick

History:

10/01/24 Executive Committee FORWARD TO COUNTY BOARD

Approved as to Form:

Todd A. Pauls

Todd A. Pauls, Corporation Counsel

9/19/2024

Lori Zwiefelhofer

Lori Zwiefelhofer, Finance Director

9/19/2024

Randy B. Scholz

Randy B. Scholz, County Administrator

9/19/2024

RICHARD HODSDON
ATTORNEY AT LAW

June 12, 2024

Chippewa County Clerk
Room 109
711 North Bridge Street
Chippewa Falls, WI 54729
(By postal mail and email)

RE: Notice of Claim for Failure to Pay Contractual Obligations

To the Chippewa County Clerk:

This letter is submitted to your office in an abundance of caution to insure compliance with Wisconsin Statutes, including, but not limited to, Wis. Stat. 59.64. By this letter I demand Chippewa County tender payment for its contractual obligations to my law office. As reflected in the attached materials that current obligation is in the amount of \$27,753.37. That figure does not include charges for interest, costs of collection or other potential costs and expenses, which by this letter I am willing to waive and forego but only in and for consideration of the prompt payment of this demand for payment.

This demand is made pursuant to contractual obligations incurred by and on behalf of an official of Chippewa County for legal services rendered in circumstances in which Chippewa County Corporation Counsel was legally and ethically precluded from representing the Chippewa County Sheriff in matters involving his official role, duties and capacity as Chippewa County Sheriff and in which Chippewa County has a legal obligation under the laws and statutes, such as Wis. Stat. 59.42, to provide the Sheriff with legal representation.

The attached letter and invoices were previously submitted to Corporation Counsel on May 15, 2024, and to date I have received no response to it nor payment of the invoice. I am advised that on multiple prior occasions the Sheriff has informed county officials of his approval of the invoices and directed that they be paid from whatever funds are appropriate for fiscal and budgeting purposes. I am aware of other payments made to outside counsel related to this matter whose billing rates are higher than the contracted rate reflected in these invoices and that those invoices are likely less specific than the attached so I am at a loss as to why these invoices remain unpaid.

By submission of this Notice of Claim it is my desire to avoid having to bring action against the county and in order to preserve my legal right to do so I submit this Notice as the final step before initiating action in the circuit court. I trust the invoices will be promptly processed and payment tendered. If you require any additional information to process and remit the payment please advise and I will promptly provide it.

2435 White Pine Way, Stillwater, MN 55082 Telephone/text 651-491-5900 rick_hodsdon@yahoo.com

Yours,

Richard Hodsdon

Richard Hodsdon

CC: Todd A. Paul, Chippewa County Corporation Counsel (By email only)
Chippewa County Sheriff Travis Hakes (By email only)

ENC. May 15, 2024, Letter and Invoices

RICHARD HODSDON
ATTORNEY AT LAW

May 15, 2024

Todd A. Paul
Chippewa County Corporation Counsel
Room 102
711 North Bridge Street
Chippewa Falls, WI 54729

RE: Representation of Chippewa County Sheriff

Counsel:

As you know I was retained to represent Chippewa County Sheriff Travis Hakes in a matter initiated last summer that resulted in an extensive investigation by Attorney Hall into allegations related to Sheriff Hakes in his professional capacity as sheriff. While legal requirements such as Wis. Stat. 59.42 place the responsibility on your office to represent county officers in such matters, you very wisely and appropriately noted your office had an unresolvable ethical conflict and could not represent Sheriff Hakes. It was for that reason I became his counsel in the matter. In that regard the approach was similar to the retainer agreement entered into with the law firm of Weld Riley in early January 2024, when the Chippewa County Administrator made a demand for records of Sheriff Hakes under the Open Records Act and because of the conflict outside counsel was also retained for that matter.

Now that the matter as to this investigation has been effectively ended I am following up on billings I have sent to Sheriff Hakes for payment and that he has attempted to submit for payment but without success to date. I am not aware of the internal procedures used by the County in terms of which funds are used to pay the costs of outside conflict counsel but since you were involved in the Weld Riley retainer and payments, Sheriff Hakes has indicated it to be appropriate to send another copy of my invoices and this time to send them directly to your office and I am doing that with this letter. Sheriff Hakes indicated the named of a staff member of your office I should send the invoices to and while I address the letter to you I will also send by email this document to her.

I assume this document is all that you need to send the invoices to the proper place within the county for payment. If additional materials such as a T.I.N. are needed, please have your staff advise of what is required and I will be happy to provide it with separate cover.

Like many of the parties involved in this long matter I am pleased that it is finally concluding and from my client's perspective as well as mine this aspect of payment of legal fees seems like the closing chapter of this long saga. I thank you in advance for your prompt attention to this matter.

2435 White Pine Way, Stillwater, MN 55082 Telephone/text 651-491-5900 rick_hodsdon@yahoo.com

Sincerely,

s/Richard Hodsdon

CC: Sheriff Travis Hakes
County Administrator Randy Scholz

2435 White Pine Way, Stillwater, MN 55082 Telephone/text 651-491-5900 rick_hodsdon@yahoo.com

Law Office of Richard Hodsdon

2435 White Pine Way
Stillwater, MN 55082

INVOICE

Invoice # 27
Date: 10/09/2023
Due On: 11/08/2023

Sheriff Travis Hakes
32 East Spruce Street
Chippewa Falls, Wisconsin 54729

00025-Hakes

Alleged Sexual Harassment

Type	Date	Notes	Quantity	Rate	Total
Service	07/06/2023	client communications, document review	1.00	\$250.00	\$250.00
Service	07/10/2023	client communications, correspondence drafting and review	1.50	\$250.00	\$375.00
Service	07/11/2023	client communications, correspondence review, draft documents	1.90	\$250.00	\$475.00
Service	07/12/2023	client communications, legal research, investigations, correspondence	1.20	\$250.00	\$300.00
Service	07/14/2023	client communications, investigation	1.40	\$250.00	\$350.00
Service	07/18/2023	counsel communications, client communications	0.40	\$250.00	\$100.00
Service	07/24/2023	Client communications, conference with counsel, draft correspondence	2.00	\$250.00	\$500.00
Service	07/25/2023	client communications, correspondence with counsel	0.50	\$250.00	\$125.00
Service	07/28/2023	client communications, counsel communications	0.40	\$250.00	\$100.00
Service	07/29/2023	client communications	0.50	\$250.00	\$125.00
Service	07/30/2023	correspondence to counsel	0.40	\$250.00	\$100.00
Service	08/04/2023	client conference	0.40	\$250.00	\$100.00
Service	08/17/2023	client communications	0.20	\$250.00	\$50.00
Service	08/18/2023	client communications	0.20	\$250.00	\$50.00
Service	08/22/2023	client communications	0.10	\$250.00	\$25.00
Service	08/29/2023	client communications	0.20	\$250.00	\$50.00
Service	09/13/2023	client communications	0.30	\$250.00	\$75.00

Invoice # 27 - 10/09/2023

Service	09/15/2023	client communications	0.20	\$250.00	\$50.00
Service	09/19/2023	client communications	0.60	\$250.00	\$150.00
Service	09/20/2023	client communications, investigation	2.10	\$250.00	\$525.00
Service	09/21/2023	client communications, investigation, document preparation and editing	5.20	\$250.00	\$1,300.00
Service	09/22/2023	client communications, document preparation and editing, investigation, legal research	5.50	\$250.00	\$1,375.00
Service	09/23/2023	client communications, investigation	0.90	\$250.00	\$225.00
Service	09/24/2023	client communications, investigation	0.50	\$250.00	\$125.00
Service	09/25/2023	client communications, research, investigation	0.70	\$250.00	\$175.00
Service	09/26/2023	travel, document review, investigation, client meeting, document drafting	9.00	\$250.00	\$2,250.00
Expense	09/26/2023	mileage	238.00	\$0.655	\$155.89
Expense	09/27/2023	travel related expenses	1.00	\$28.59	\$28.59
Service	09/27/2023	investigation, research, client communications	1.80	\$250.00	\$450.00
Service	09/28/2023	correspondence, investigation, research, client communications	3.70	\$250.00	\$925.00
Service	09/30/2023	draft documents, communications, client communications	6.90	\$250.00	\$1,725.00
Service	09/30/2023	document drafting, client communication	0.80	\$250.00	\$200.00
Service	10/01/2023	client communications, document review, drafting, final	1.80	\$250.00	\$450.00
Service	10/02/2023	augmentation matter, client communications, research, investigation, correspondence	5.10	\$250.00	\$1,275.00
Service	10/03/2023	augmentation, meeting preparation, client communications, document drafting	5.10	\$250.00	\$1,275.00
Expense	10/04/2023	travel related expenses	1.00	\$22.99	\$22.99
Service	10/04/2023	travel, meetings, document drafting, client communications, research	7.90	\$250.00	\$1,975.00
Expense	10/05/2023	mileage	180.00	\$0.655	\$117.90
Service	10/05/2023	client communications, document review and drafting, legal research, investigations	4.50	\$250.00	\$1,125.00
Service	10/06/2023	research, investigation, client communications, document review and drafting	2.80	\$250.00	\$700.00
Service	10/07/2023	client communications, document drafting	1.80	\$250.00	\$450.00
Service	10/08/2023	client communications, document preparation, hearing	3.30	\$250.00	\$825.00

Law Office of Richard Hodsdon

2435 White Pine Way
Stillwater, MN 55082

INVOICE

Invoice # 47
Date: 02/12/2024
Due On: 03/13/2024

Sheriff Travis Hakes
32 East Spruce Street
Chippewa Falls, Wisconsin 54729

00025-Hakes

Alleged Sexual Harassment

Type	Date	Notes	Quantity	Rate	Total
Service	01/03/2024	client communications	0.20	\$250.00	\$50.00
Service	01/04/2024	client communications	0.40	\$250.00	\$100.00
Service	01/05/2024	client communications, correspondence	1.30	\$250.00	\$325.00
Service	01/06/2024	client communications, draft and send documents	2.30	\$250.00	\$575.00
Service	01/08/2024	client communications, documents	0.70	\$250.00	\$175.00
Service	01/09/2024	client communications, board meeting review	0.40	\$250.00	\$100.00
Service	01/10/2024	client communications, document review	0.40	\$250.00	\$100.00
Service	01/11/2024	client communications	0.20	\$250.00	\$50.00
Total					\$1,475.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
27	11/08/2023	\$21,025.37	\$0.00	\$21,025.37
38	01/31/2024	\$4,653.00	\$0.00	\$4,653.00
58	06/14/2024	\$600.00	\$0.00	\$600.00

Invoice # 47 - 03/13/2024

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
47	03/13/2024	\$1,475.00	\$0.00	\$1,475.00
Outstanding Balance				\$27,753.37
Total Amount Outstanding				\$27,753.37

Please make all amounts payable to: Law Office of Richard Hodsdon

Please pay within 30 days.

Law Office of Richard Hodsdon

2435 White Pine Way
Stillwater, MN 55082

INVOICE

Invoice # 47
Date: 02/12/2024
Due On: 03/13/2024

Sheriff Travis Hakes
32 East Spruce Street
Chippewa Falls, Wisconsin 54729

00025-Hakes

Alleged Sexual Harassment

Type	Date	Notes	Quantity	Rate	Total
Service	01/03/2024	client communications	0.20	\$250.00	\$50.00
Service	01/04/2024	client communications	0.40	\$250.00	\$100.00
Service	01/05/2024	client communications, correspondence	1.30	\$250.00	\$325.00
Service	01/06/2024	client communications, draft and send documents	2.30	\$250.00	\$575.00
Service	01/08/2024	client communications, documents	0.70	\$250.00	\$175.00
Service	01/09/2024	client communications, board meeting review	0.40	\$250.00	\$100.00
Service	01/10/2024	client communications, document review	0.40	\$250.00	\$100.00
Service	01/11/2024	client communications	0.20	\$250.00	\$50.00
Total					\$1,475.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
27	11/08/2023	\$21,025.37	\$0.00	\$21,025.37
38	01/31/2024	\$4,653.00	\$0.00	\$4,653.00
58	06/14/2024	\$600.00	\$0.00	\$600.00

Law Office of Richard Hodsdon

INVOICE

2435 White Pine Way
Stillwater, MN 55082

Invoice # 38
Date: 01/01/2024
Due On: 01/31/2024

Sheriff Travis Hakes
32 East Spruce Street
Chippewa Falls, Wisconsin 54729

00025-Hakes

Alleged Sexual Harassment

Type	Date	Notes	Quantity	Rate	Total
Service	10/10/2023	travel, board meeting, preparation, client communications, document drafting	8.10	\$250.00	\$2,025.00
Expense	10/10/2023	mileage: board meeting	203.00	\$1.00	\$203.00
Service	10/11/2023	client communications	0.30	\$250.00	\$75.00
Service	10/12/2023	client communications, research	0.30	\$250.00	\$75.00
Service	10/13/2023	Client communications, investigation, records review	0.70	\$250.00	\$175.00
Service	10/14/2023	client communications, counsel communications, letters	0.50	\$250.00	\$125.00
Service	10/24/2023	client communications, document drafting	0.60	\$250.00	\$150.00
Service	10/26/2023	client communications	0.30	\$250.00	\$75.00
Service	10/30/2023	draft and edit documents, client communications	0.70	\$250.00	\$175.00
Service	10/31/2023	client communications	0.20	\$250.00	\$50.00
Service	11/06/2023	correspondence, client communication	0.40	\$250.00	\$100.00
Service	11/07/2023	client communications	0.40	\$250.00	\$100.00
Service	11/24/2023	client communications	0.10	\$250.00	\$25.00
Service	12/13/2023	client communications	0.50	\$250.00	\$125.00
Service	12/17/2023	client communications	0.20	\$250.00	\$50.00
Service	12/18/2023	correspondence review, client communications	0.50	\$250.00	\$125.00
Service	12/19/2023	document review, client communications	0.20	\$250.00	\$50.00
Service	12/22/2023	client communications, documents	0.30	\$250.00	\$75.00
Service	12/23/2023	client communications	0.30	\$250.00	\$75.00

Invoice # 38 - 01/01/2024

Service	12/26/2023	client communication, document review	0.60	\$250.00	\$150.00
Service	12/27/2023	client communication, document review	0.90	\$250.00	\$225.00
Service	12/27/2023	client communications, document review and edits	0.70	\$250.00	\$175.00
Service	12/29/2023	client communications, attorney correspondence, document drafting	1.00	\$250.00	\$250.00
				Total	\$4,653.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
27	11/08/2023	\$21,025.37	\$0.00	\$21,025.37
47	03/13/2024	\$1,475.00	\$0.00	\$1,475.00
58	06/14/2024	\$600.00	\$0.00	\$600.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
38	01/31/2024	\$4,653.00	\$0.00	\$4,653.00
Outstanding Balance				\$27,753.37
Total Amount Outstanding				\$27,753.37

Please make all amounts payable to: Law Office of Richard Hodsdon

Please pay within 30 days.

Law Office of Richard Hodsdon

2435 White Pine Way
Stillwater, MN 55082

INVOICE

Invoice # 58
Date: 05/15/2024
Due On: 06/14/2024

Sheriff Travis Hakes
32 East Spruce Street
Chippewa Falls, Wisconsin 54729

00025-Hakes

Alleged Sexual Harassment

Type	Date	Notes	Quantity	Rate	Total
Service	02/21/2024	client communications, document review	0.50	\$250.00	\$125.00
Service	02/21/2024	client communications, document review	0.40	\$250.00	\$100.00
Service	02/23/2024	client communications	0.40	\$250.00	\$100.00
Service	02/29/2024	edit documents, client communications	0.40	\$250.00	\$100.00
Service	03/26/2024	client communications	0.30	\$250.00	\$75.00
Service	03/27/2024	edit document, client communications	0.40	\$250.00	\$100.00
				Total	\$600.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
27	11/08/2023	\$21,025.37	\$0.00	\$21,025.37
38	01/31/2024	\$4,653.00	\$0.00	\$4,653.00
47	03/13/2024	\$1,475.00	\$0.00	\$1,475.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
58	06/14/2024	\$600.00	\$0.00	\$600.00

Invoice # 58 - 05/15/2024

Outstanding Balance	\$27,753.37
Total Amount Outstanding	\$27,753.37

Please make all amounts payable to: Law Office of Richard Hodsdon

Please pay within 30 days.



Deborah Blevins
711 N Bridge Street
Chippewa Falls, Wisconsin 54729

September 23, 2024

RE: Claimant: Richard Hodsdon
 Our Claim No.: GLCC00003401
 Our Insured: Chippewa County
 Date of Loss: 7/6/2023

Dear Deborah ,

We have received the above-referenced claim on 6/12/2024 . After a thorough examination of the information regarding request for payment of attorney fees. It has been determined that Chippewa County has no liability for this claim. The County did not directly engage the attorney for services. Please issue formal disallowance and provide a copy of this disallowance to WMMIC.

This claim will be closed on the date of receipt of the disallowance.

A copy of this letter has been placed in the claim file for reference. If you should have any further questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacqueline Kaul", is written above the typed name and title.

Jacqueline Kaul, AINS, AIC, ACP, CLMP
Director of Operations
Wisconsin Municipal Mutual Insurance Company
(608) 229-6819
jkaul@wmmic.com

Attachment: Resolution 42-24 Resolution to Disallow Claim of Richard Hodsdon (24 - 25 : Resolution to Disallow Second Claim of Richard



Process for Handling Claims Against the County

WMMIC – Wisconsin Municipal Mutual Insurance Company

- Chippewa County is part owner of the insurance company, Wisconsin Municipal Mutual Insurance Company (WMMIC), which provides liability protection to the county. This includes general liability, auto and public official's errors and omissions coverage along with actions such as employment practices, auto accidents, law enforcement liability, ministerial and discretionary acts completed by our employees and elected officials.
- Chippewa County has been a founding member since WMMIC was formed in 1988.

Deborah Blevins – Corporation Counsel Legal Assistant

- In addition to general duties with the Corporation Counsel office, Blevins manages the liability insurance for Chippewa County.
- Since 2019, Blevins serves as Chippewa County's official representative with WMMIC and serves as a member of the WMMIC Claims Committee.
 - Attends WMMIC's quarterly meetings and yearly board meetings.
 - At the quarterly meetings, all members are present for each committee meeting (Claims, Underwriting, Finance, and Board of Directors), thereby affording everyone a clear understanding of what is happening within WMMIC.
- Processes and administers all claims (personal injury, vehicle, volunteer, etc.) for County (except workers comp)
- Drafts/Presents resolutions for allowance/disallowance of claims to Executive Committee and County Board
- Works with insurance carriers to recover funds for damages caused by third parties (prepare small claims actions).

Chippewa County Ordinance

Ordinance Sec 2-60(l)(3) Meetings of the County Board:

- Payment of claim against county. The Executive Committee is authorized to settle claims not to exceed \$10,000 as provided in Wis. Stats. §59.52(12)(a). The Corporation Counsel is authorized to settle claims not to exceed \$500 as provided for in Wis. Stats. §59.52(12)(b). When any claim against the county is allowed by the Board, it shall be the duty of the clerk to prepare a warrant or order on the treasurer for payment of the claim, such warrant or order to be signed by the clerk and countersigned by the Administrator.

Resolutions to Allow or Disallow a Claim

- When claims are brought to the Executive Committee/County Board for allowance or disallowance, the matter has been thoroughly investigated by Blevins and the WMMIC Claim Representative. Discussions on the matter have taken place and relevant state statutes have been reviewed with regard to liability, if any, for the County.
- Notice of claims are presented to the County Clerk who then forwards them to Blevins. From there Blevins enters the claim into the system for the insurance company who then assigns an adjuster. WMMIC will then research it and provide a recommendation.
- If the County Board approves disallowing a claim, that simply limits the amount of time the claimant has to file a lawsuit, it does not otherwise prohibit the claimant from filing a lawsuit. The timeline for filing a lawsuit reduces from the time allowed under the applicable statute of limitations for the particular claim down to 6 months.

Risk/Consequences of Not Following WMMIC's Recommendation

If Chippewa County does not follow the recommendations of the Wisconsin Municipal Mutual Insurance Company (WMMIC), several concerns could arise:

- **Increased Financial Exposure:** Failure to comply with WMMIC's recommendations may leave the county vulnerable to costly lawsuits and liability claims. This could significantly increase the county's financial burden, as WMMIC may not cover claims if the county is found to have neglected risk management advice.
- **Loss of Liability Coverage:** If Chippewa County repeatedly ignores WMMIC's advice, there is a risk that the county could lose its coverage or face higher premiums, affecting its ability to secure adequate insurance in the future.
- **Potential Legal Consequences:** Ignoring WMMIC's guidance could result in non-compliance with state laws or regulations, exposing the county to legal penalties or sanctions.
- **Strain on County Resources:** Without proper coverage or by facing more claims, the county's resources could be diverted away from other important services to handle litigation or pay for damages out of pocket.

It is essential that Chippewa County maintain alignment with WMMIC's recommendations to mitigate these risks and protect both the county and its employees.

**Department of Administration
Corporation Counsel Division**

Todd A. Pauls, Corporation Counsel
James B. Sherman, Deputy Corporation Counsel
Brady J. Seidlitz, Deputy Corporation Counsel
Deborah A. Blevins, Corporation Counsel Legal Assistant



8.2.d

NOTICE OF DISALLOWANCE OF CLAIM

October 9, 2024

Sent Certified Return Receipt

Attorney Richard Hodsdon
2435 White Pine Way
Stillwater, MN 55082

Re: **Chippewa County File #: GLCC00003401**
Date Claim Filed: June 12, 2024
Claimant: Attorney Richard Hodsdon
Amount: \$27,753.37

Dear Attorney Hodsdon:

PLEASE TAKE NOTICE that, pursuant to §893.80(1g) of the Wisconsin Statutes, you are hereby notified that your Notice of Claim against the County of Chippewa and its officers, officials, agents, or employees dated Wednesday, June 12, 2024, has been disallowed by the Chippewa County Board of Supervisors per Wis. Stats. §59.52(12), effective October 8, 2024.

TAKE FURTHER NOTICE that pursuant to §893.80, no action on your claim against the County of Chippewa or any of its officers, agents, officials, or employees may be brought after six (6) months from the date of service of this notice.

Sincerely,

Todd A. Pauls
Corporation Counsel
Chippewa County, Wisconsin

TAP/dab

cc: Sara Veith, WMMIC
Jaclyn Sadler, Chippewa County Clerk

Jaclyn Sadler

711 N. Bridge Street, Room 109
Chippewa Falls, WI 54729
Phone 715.726.7985
FAX 715.726.7987

CHIPPEWACOUNTY

Est. 1848



WISCONSIN

Amanda Richardson

715.726.7980

Lisa Merrell

715.726.7982

Certificate of Adoption

State of Wisconsin)

) ss.

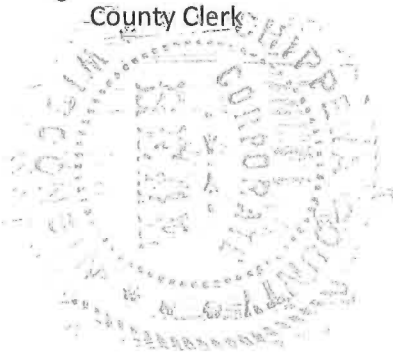
Office of County Clerk

County of Chippewa)

I, Jaclyn J. Sadler, the County Clerk of Chippewa County, Wisconsin, do certify that the attached resolution was adopted by the Chippewa County Board of Supervisors on October 8, 2024.

Jaclyn J. Sadler

Jaclyn J. Sadler
County Clerk





STATEMENT OF EXPLANATION

Resolution No. 42 - 24

RES. 42-24: RESOLUTION TO DISALLOW CLAIM OF RICHARD HODSDON - TODD PAULS AND JIM SHERMAN

Attorney Richard Hodsdon filed a formal notice of claim dated June 12, 2024 against the County pursuant to Wisconsin Statute § 893.80. Attorney Hodsdon's notice of claim was received by the Chippewa County Clerk on June 13, 2024. Attorney Hodsdon is claiming that the County has legal and contractual obligations to tender payment for legal services in the amount of \$27,753.37 that Attorney Hodsdon rendered for and on behalf of his client, Sheriff Travis Hakes. The legal services were provided in connection with an investigation conducted by the County into a complaint filed with the County by an employee in the Sheriff's Department raising workplace concerns pursuant to Chapter 7, Section 69 of the Chippewa County Human Resources Policy Manual regarding conduct of the Sheriff.

After review by the County's liability insurance company (WMMIC), it is WMMIC's recommendation that the County formally deny the claim. This resolution denies the claim and provides notice to Attorney Richard Hodsdon of this denial as required by Wis. Stat. § 893.80. In addition, it was also the recommendation of the County's outside counsel that the Sheriff's legal fees not be paid by the County.

Resolution No. 42 - 24

**RES. 42-24: RESOLUTION TO DISALLOW CLAIM OF RICHARD HODSDON - TODD PAULS AND
JIM SHERMAN**

WHEREAS, a Notice of Claim from Attorney Richard Hodsdon was filed on June 13, 2024 with the Chippewa County Clerk's Office; and

WHEREAS, the Notice of Claim states that Attorney Richard Hodsdon is claiming that the County has legal and contractual obligations to tender payment for legal services in the amount of \$27,753.37 that Attorney Hodsdon rendered for and on behalf of his client, Sheriff Travis Hakes; and

WHEREAS, Attorney Hodsdon was retained by Sheriff Hakes to represent him in connection with an investigation conducted by the County into a complaint filed with the County by an employee regarding conduct of the Sheriff, which raised workplace concerns pursuant to Chapter 7, Section 69 of the Chippewa County Human Resources Policy Manual; and

WHEREAS, after review of this claim with the County's liability insurance company, Wisconsin Mutual Municipal Insurance Company (WMMIC), it is WMMIC's recommendation that the claim be denied;

NOW, THEREFORE BE IT RESOLVED, that the Chippewa County Board of Supervisors does hereby deny the claim of Attorney Richard Hodsdon, and no action on this claim may be brought against Chippewa County or any of its offices, officials, agents or employees after six months from the date of service of this notice, pursuant to Wis. Stat. § 893.80; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the claimant by certified mail, return receipt requested, as Notice of Disallowance.

Forwarded to the County Board by the Executive Committee.

FINANCIAL IMPACT:

There is no fiscal impact to Chippewa County by passage of this resolution.

10/8/2024 County Board
RESULT: APPROVED [14 TO 6]
MOVER: Kari Ives, District 21
SECONDER: Charles Bomar, District 12
AYES: Hull, Mueller, Flater, Guthman, Gehring, Kirby, Bergeron, Ericksen, Peterson, Bomar, Kempe, Rohmeyer, Flynn, Ives
NAYS: Shoebridge, Goettl, Seidlitz, Lotts, Roshell, Kelly
ABSENT: Lee Hennick

History:
 10/01/24 Executive Committee FORWARD TO COUNTY BOARD

Approved as to Form:


 Todd A. Pauls, Corporation Counsel 9/19/2024


 Lori Zwiefelhofer, Finance Director 9/19/2024


 Randy B. Scholz, County Administrator 9/19/2024

**STATEMENT OF EXPLANATION**

Resolution No. 25 - 25

**RES. 25-25: RESOLUTION TO APPROVE A REVISED SCHEDULE OF FEES
IN THE DEPARTMENT OF PLANNING & ZONING - DOUG CLARY**

1 Passage of this resolution will approve a revised fee schedule effective 01-01-2026 for
2 the services provided by the Department of Planning & Zoning. The additional revenue will
3 assist with the expenses of permit issuance including, but not limited to: plan review, staff time
4 for inspections, permit issuance, scanning completed permits into the County's repository and
5 the cost of the permitting software. The proposed revised fee schedule is attached.

6
7 These fees are charged by the Department for the administration and enforcement of
8 various land use ordinances under the jurisdiction of the Department, including floodplain,
9 shoreland, private wells, septic systems and zoning. In addition, the Uniform Dwelling Code
10 (UDC) fees are being adjusted to bring Chippewa County closer to what surrounding counties
11 and municipalities are charging for the same services, which will assist with covering the cost of
12 plan review, permit issuance, required inspections, and overall UDC program costs.

13
14 The schedule of fees was last revised in 2018.

Resolution No. 25 - 25

RES. 25-25: RESOLUTION TO APPROVE A REVISED SCHEDULE OF FEES IN THE DEPARTMENT OF PLANNING & ZONING - DOUG CLARY

WHEREAS, the following ordinances authorize the Chippewa County Board of Supervisors to establish the fees and costs to be charged by the Chippewa County Department of Planning & Zoning for permits, compliance and enforcement regarding the various land use permits under the Department's jurisdiction:

Building Code	Sec. 10-4 of the Chippewa County Code of Ordinances
Floodplain	Sec. 32-42(1) of the Chippewa County Code of Ordinances
Shoreland	Sec. 55-14(a) of the Chippewa County Code of Ordinances
Wells	Sec. 62-38(f) of the Chippewa County Code of Ordinances
Septic Systems	Sec. 62-152 of the Chippewa County Code of Ordinances
Zoning	Sec. 70-33(e) of the Chippewa County Code of Ordinances

WHEREAS, Chippewa County Departments have been directed to review and make necessary adjustments to their individual schedule of fees to reflect appropriate fees for the services provided; and

WHEREAS, the fees charged by the Department of Planning & Zoning were last revised in 2018; and

WHEREAS, it is the recommendation of the Department of Planning & Zoning and the Planning and Zoning Committee that the fees charged by the Department be revised as set forth in the attached Schedule of Fees;

NOW, THEREFORE BE IT RESOLVED, that the Chippewa County Board of Supervisors does hereby approve the proposed Department of Planning & Zoning revised fees as shown on the attached Schedule of Fees; and

BE IT FURTHER RESOLVED, that these new fees shall take effect on January 1, 2026.

Forwarded to the County Board by the Planning and Zoning Committee.

FINANCIAL IMPACT:

It is difficult to determine an overall fiscal impact the increase in these fees will have for the department budget. However, assuming land use permitting continues on the current trend, the department will see a modest increase in the department revenues for 2026.

07/8/2025 County Board

RESULT: APPROVED [17 TO 1]

MOVER: George Rohmeyer, District 17

SECONDER: Peter Gehring, District 4

AYES: Hull, Bergeron, Flater, Guthman, Shoebridge, Gehring, Ericksen, Peterson, Lotts, Bomar, Roshell, Kelly, Hennick, Kempe, Rohmeyer, Flynn, Ives

NAYS: Joel Seidlitz

ABSENT: Timothy Goettl

History:

06/19/25 Planning & Zoning Committee

RECOMMENDED FOR APPROVAL

Approved as to Form:

Todd A. Pauls

Todd A. Pauls, Corporation Counsel

6/10/2025

Andy J. Albarado

Andy J. Albarado, County Administrator

6/10/2025

**2026 Department of Planning Zoning
Fee Schedule - Effective: January 1, 2026**

DESCRIPTION	CURRENT FEE	PROPOSED FEE
CSM - One Lot	\$ 75.00	\$ 100.00
CSM - Two Lot	\$ 100.00	\$ 125.00
CSM - Three Lot	\$ 125.00	\$ 150.00
CSM - Four Lot	\$ 150.00	\$ 200.00
County Plat - Preliminary	\$ 200.00	\$ 250.00
County Plat - Final (Per Lot)	\$ 25.00	\$ 25.00
State Plat - Preliminary	\$ 200.00	\$ 250.00
State Plat - Final (Per Lot)	\$ 25.00	\$ 25.00
Copies	\$ 0.25	\$ 0.25
Copy of Ordinances	\$ 5.00	\$ 5.00
Trans Non-Com Well Fee (REMOVE THIS FEE IN 2026)	\$ 30.00	No Longer Used
Trans Non-Com Monthly Monitoring Fee (REMOVE THIS FEE IN 2026)	\$ 50.00	No Longer Used
911 Addressing Fee	\$ 70.00	\$ 130.00
911 Addressing Fee - Additional Number	\$ 35.00	\$ 45.00
Commercial Address	\$ 70.00	\$ 130.00
Commercial Address - Additional Number	\$ 35.00	\$ 45.00
County Highway Department Fee - Access Fee (Per the Highway Department)		
Accessory Structure - Addition (REMOVE THIS FEE IN 2026)	\$ 50.00	RETIRE
Accessory Structure - Small <=120 Sq. Ft	\$ 25.00	\$ 50.00
Accessory Structure - >120 Sq. Ft to <=500 Sq. Ft.	\$ 50.00	\$ 75.00
Accessory Structure - >501 Sq. Ft to <=1,500 Sq. Ft.	\$ 75.00	\$ 100.00
Accessory Structure - >1,501 Sq. Ft to	\$ 100.00	\$ 125.00
After-The-Fact Fee (5 Times the Original Fee)		
Ag Deed Restrictions - Recording Fee	\$ 30.00	\$ 30.00
Animal Waste Storage Facility (REMOVE THIS FEE IN 2026)	\$ 50.00	No Longer Used
BOA - Administrative Appeal	\$ 650.00	\$ 600.00
BOA - Conditional Use Permit (REMOVE THIS FEE IN 2026)	\$ 650.00	No Longer Used
BOA - Variance	\$ 650.00	\$ 600.00
Commercial Structure 0-12,499 Cubic Feet	\$ 100.00	\$ 150.00
Commercial Structure 12,500 to 24,999 Cubic Feet	\$ 200.00	\$ 250.00
Commercial Structure 25,000 to 49,999 Cubic Feet	\$ 300.00	\$ 350.00
Commercial Structure 50,000 or over Cubic Feet	\$ 400.00	\$ 450.00
Construction Site Erosion Control - Minor Filling (At the discretion of the Staff)	\$ 25.00	\$ 50.00
Construction Site Erosion Control 0 to 999 Square Feet	\$ 75.00	\$ 100.00
Construction Site Erosion Control 1,000 or Greater (RETIRE THIS FEE IN 2026)	\$ 150.00	RETIRE
Construction Site Erosion Control - 1,000 Square Feet to 14,999 Square Feet (NEW FEE26)		\$150.00
Construction Site Erosion Control - 15,000 Square Feet to 1 Acre (NEW FEE26)		\$200.00

6/9/2025

Page 1 of 3

Packet Pg. 200

Attachment: 2026 Department of Planning & Zoning Fee Schedule_2025-06-09 (25 - 25 : Resolution To

**2026 Department of Planning Zoning
Fee Schedule - Effective: January 1, 2026**

DESCRIPTION	CURRENT FEE	PROPOSED FEE
Construction Site Erosion Control - Conditional Use Contract (Shoreland)	\$ 300.00	\$ 300.00
Floodplain Compliance	\$ 100.00	\$ 100.00
Lake Hallie - Administrative Appeal	\$ 500.00	\$450
Lake Hallie - Conditional Use	\$ 500.00	\$450
Lake Hallie - Rezone	\$ 500.00	\$450
Lake Hallie - Variance	\$ 500.00	\$450
Livestock Facility Siting	\$ 1,000.00	\$ 1,000.00
Shoreland Pattern Of Development	\$ 100.00	\$150
Shoreland Mitigation	\$ 100.00	\$150
Zoning Permit Revision		\$50
Zoning Permit Refund (prior to Permit Issuance: Original Fee - \$70)		\$70
Zoning Permit Renewal	\$ 25.00	\$50
POWTS - Additional Per Gallon Fee - 0-1,000 Gallons	\$ -	\$ -
POWTS - Additional Per Gallon Fee - 1,001-2,500 Gallons	\$ 0.02	\$ 0.02
POWTS - Additional Per Gallon Fee - 2,501-4,999 Gallons	\$ 0.03	\$ 0.03
POWTS - Additional Per Gallon Fee - 5,000 Gallons or greater	\$ 0.04	\$ 0.04
POWTS - At-Grade	\$ 350.00	\$ 375.00
POWTS - Aerobic Treatment Unit (ATU)	\$ 350.00	\$ 375.00
POWTS - Commercial Plan Review (RETIRE THIS FEE IN 2026)	\$ 125.00	RETIRE
POWTS - Conventional	\$ 200.00	\$ 225.00
POWTS - Holding Tank	\$ 250.00	\$ 275.00
POWTS - Holding Tank Review (RETIRE THIS FEE IN 2026)	\$ 125.00	RETIRE
POWTS - Mound	\$ 350.00	\$ 375.00
POWTS - Privy	\$ 150.00	\$ 150.00
POWTS - Reconnection	\$ 150.00	\$ 200.00
POWTS - Revision-Transfer-Renewal	\$ 50.00	\$ 50.00
POWTS - State Sanitary Permit Fee	\$ 100.00	\$ 100.00
POWTS - Temporary Holding Tank	\$ 150.00	\$ 200.00
POWTS - Terra Lift (RETIRE THIS FEE IN 2026)	\$ 200.00	RETIRE
Principal Structure	\$ 100.00	\$ 150.00
Principal Structure - Addition	\$ 75.00	\$ 100.00
Principal Structure - Deck Or Uncovered Porch Addition	\$ 50.00	\$ 75.00
Priority Review Fee	\$ 200.00	\$500.00
Private Well	\$ 60.00	\$ 75.00
PZC - Conditional Use	\$ 350.00	\$ 300.00
PZC - Non-Metallic Mine Renewal Fee - Pre-Public Hearing Fee	\$ 150.00	\$ 200.00
PZC - Rezone	\$ 350.00	\$ 300.00

6/9/2025

Page 2 of 3

Packet Pg. 201

Attachment: 2026 Department of Planning & Zoning Fee Schedule_2025-06-09 (25 - 25 : Resolution To

**2026 Department of Planning Zoning
Fee Schedule - Effective: January 1, 2026**

DESCRIPTION	CURRENT FEE	PROPOSED FEE
Return Inspection	\$ 75.00	\$ 100.00
ROD's Recording Fee	\$ 30.00	\$ 35.00
Sign - Commercial Off-Premise	\$ 200.00	\$ 200.00
Sign - On-Premise	\$ 100.00	\$ 100.00
Sign - Other	\$ 25.00	\$ 50.00
Soil Verification - Onsite Hourly Fee	\$ 75.00	\$ 100.00
Tourist Rooming House	\$ 100.00	\$ 150.00
UDC - Addition or Alterations WITHOUT Plumbing OR Electrical 0 to 1,249 Square Feet	\$ 250.00	\$ 300.00
UDC - Addition or Alterations WITHOUT Plumbing OR Electrical 1,250 or greater Square Feet	0.20/Sq. Ft.	0.30/Sq. Ft.
UDC - Additions or Alterations WITH Plumbing or Electrical 0 to 1,249 Square Feet	\$ 300.00	\$ 350.00
UDC - Additions or Alterations WITH Plumbing or Electrical 1,250 or greater Square Feet	0.20/Sq. Ft.	\$ 0.30
UDC - Deck or Porch 0 to 499 Square Feet	\$ 100.00	\$ 150.00
UDC - Deck or Porch 500 or greater Square Feet, \$100, plus	0.20/Sq. Ft.	0.30/Sq. Ft.
UDC - Electrical Inspection	\$ 70.00	\$ 75.00
UDC - Electrical Inspection (In addition to existing Permit)	\$ 70.00	\$ 75.00
UDC - Gas Connection Inspection	\$ 70.00	\$ 75.00
UDC - New Manufactured Home	\$ 425.00	\$ 860.00
UDC - New Mobile Home	\$ 250.00	\$ 430.00
UDC - New Single-Family Dwelling - Custom/Stick Built <=4,000 Square Feet	\$ 650.00	\$ 1,215.00
UDC - New Single-Family Dwelling - Custom/Stick Built - Each Square Foot above 4,000	0.20/Sq. Ft.	0.30/Sq. Ft.
UDC - New Two-Family Dwelling	\$ 700.00	\$ 1,285.00
UDC - New Two-Family Dwelling - Custom/Stick Built - Each Square Foot above 4,000	0.20/Sq. Ft.	0.30/Sq. Ft.
UDC - Other Applicable UDC Fees	\$ 50.00	\$ 75.00
UDC - Permanent Electrical Service Inspection	\$ 70.00	\$ 75.00
UDC - Reinspection Fee	\$ 70.00	\$ 75.00
UDC - State Seal	\$ 35.00	\$ 35.00
UDC - UDC Administrative Fee	\$ 40.00	\$ 45.00
Wetland Determination - Hourly	\$ 75.00	\$ 100.00
Wisconsin Fund Application	\$ 100.00	\$ 225.00

**2026 Department of Planning Zoning
Fee Schedule - Effective: January 1, 2026**

DESCRIPTION	CURRENT FEE	PROPOSED FEE
CSM - One Lot	\$ 75	\$ 100
CSM - Two Lot	\$ 100	\$ 125
CSM - Three Lot	\$ 125	\$ 150
CSM - Four Lot	\$ 150	\$ 200
County Plat - Preliminary	\$ 200	\$ 250
County Plat - Final (Per Lot)	\$ 25	\$ 25
State Plat - Preliminary	\$ 200	\$ 250
State Plat - Final (Per Lot)	\$ 25	\$ 25
Copies	\$ 0.25	\$ 0.25
Copy of Ordinances	\$ 5	\$ 5
Trans Non-Com Well Fee (REMOVE THIS FEE IN 2026)	\$ 30	No Longer Used
Trans Non-Com Monthly Monitoring Fee (REMOVE THIS FEE IN 2026)	\$ 50	No Longer Used
911 Addressing Fee	\$ 70	\$ 130
911 Addressing Fee - Additional Number	\$ 35	\$ 45
Commercial Address	\$ 70	\$ 130
Commercial Address - Additional Number	\$ 35	\$ 45
County Highway Department Fee - Access Fee (Per the Highway Department)		
Accessory Structure - Addition (REMOVE THIS FEE IN 2026)	\$ 50	RETIRE
Accessory Structure - Small <=120 Sq. Ft	\$ 25	\$ 50
Accessory Structure - >120 Sq. Ft to <=500 Sq. Ft.	\$ 50	\$ 75
Accessory Structure - >501 Sq. Ft to <=1,500 Sq. Ft.	\$ 75	\$ 100
Accessory Structure - >1,501 Sq. Ft to	\$ 100	\$ 125
After-The-Fact Fee (5 Times the Original Fee)		
Ag Deed Restrictions - Recording Fee	\$ 30	\$ 30
Animal Waste Storage Facility (REMOVE THIS FEE IN 2026)	\$ 50	No Longer Used
BOA - Administrative Appeal	\$ 650	\$ 600
BOA - Conditional Use Permit (REMOVE THIS FEE IN 2026)	\$ 650	No Longer Used
BOA - Variance	\$ 650	\$ 600
Commercial Structure 0-12,499 Cubic Feet	\$ 100	\$ 150
Commercial Structure 12,500 to 24,999 Cubic Feet	\$ 200	\$ 250
Commercial Structure 25,000 to 49,999 Cubic Feet	\$ 300	\$ 350
Commercial Structure 50,000 or over Cubic Feet	\$ 400	\$ 450
Construction Site Erosion Control - Minor Filling (At the discretion of the Staff)	\$ 25	\$ 50
Construction Site Erosion Control 0 to 999 Square Feet	\$ 75	\$ 100
Construction Site Erosion Control 1,000 or Greater (RETIRE THIS FEE IN 2026)	\$ 150	RETIRE
Construction Site Erosion Control - 1,000 Square Feet to 14,999 Square Feet (NEW FEE26)		\$ 150
Construction Site Erosion Control - 15,000 Square Feet to 1 Acre (NEW FEE26)		\$ 200
Construction Site Erosion Control - Conditional Use Contract (Shoreland)	\$ 300	\$ 300
Floodplain Compliance	\$ 100	\$ 100
Lake Hallie - Administrative Appeal	\$ 500	\$ 450
Lake Hallie - Conditional Use	\$ 500	\$ 450
Lake Hallie - Rezone	\$ 500	\$ 450
Lake Hallie - Variance	\$ 500	\$ 450
Livestock Facility Siting	\$ 1,000	\$ 1,000
Shoreland Pattern Of Development	\$ 100	\$ 150
Shoreland Mitigation	\$ 100	\$ 150
Zoning Permit Revision		\$ 50
Zoning Permit Refund (prior to Permit Issuance: Original Fee - \$70)		\$ 70
Zoning Permit Renewal	\$ 25	\$ 50
POWTS - Additional Per Gallon Fee - 0-1,000 Gallons	\$ -	\$ -
POWTS - Additional Per Gallon Fee - 1,001-2,500 Gallons	\$ 0.02	\$ 0.02
POWTS - Additional Per Gallon Fee - 2,501-4,999 Gallons	\$ 0.03	\$ 0.03
POWTS - Additional Per Gallon Fee - 5,000 Gallons or greater	\$ 0.04	\$ 0.04
POWTS - At-Grade	\$ 350	\$ 400
POWTS - Aerobic Treatment Unit (ATU)	\$ 350	\$ 400
POWTS - Commercial Plan Review (RETIRE THIS FEE IN 2026)	\$ 125	RETIRE
POWTS - Conventional	\$ 200	\$ 250
POWTS - Holding Tank	\$ 250	\$ 300
POWTS - Holding Tank Review (RETIRE THIS FEE IN 2026)	\$ 125	RETIRE
POWTS - Mound	\$ 350	\$ 400
POWTS - Privy	\$ 150	\$ 200
POWTS - Reconnection	\$ 150	\$ 200

As Approved by the Planning Zoning Committee

June 19, 2025

Page 1 of 2

Packet Pg. 203

Attachment: 2026 Department of Planning & Zoning Fee Schedule_REVISED_2025-06-19 (25 - 25 : Resolution To Approve A Revised Schedule

**2026 Department of Planning Zoning
Fee Schedule - Effective: January 1, 2026**

DESCRIPTION	CURRENT FEE	PROPOSED FEE
POWTS - Revision-Transfer-Renewal	\$ 50	\$ 50
POWTS - State Sanitary Permit Fee	\$ 100	\$ 100
POWTS - Temporary Holding Tank	\$ 150	\$ 200
POWTS - Terra Lift (RETIRE THIS FEE IN 2026)	\$ 200	RETIRE
Principal Structure	\$ 100	\$ 150
Principal Structure - Addition	\$ 75	\$ 100
Principal Structure - Deck Or Uncovered Porch Addition	\$ 50	\$ 75
Priority Review Fee	\$ 200	\$ 500
Private Well	\$ 60	\$ 75
PZC - Conditional Use	\$ 350	\$ 300
PZC - Non-Metallic Mine Renewal Fee - Pre-Public Hearing Fee	\$ 150	\$ 200
PZC - Rezone	\$ 350	\$ 300
Return Inspection	\$ 75	\$ 100
ROD's Recording Fee	\$ 30	\$ 35
Sign - Commercial Off-Premise	\$ 200	\$ 200
Sign - On-Premise	\$ 100	\$ 100
Sign - Other	\$ 25	\$ 50
Soil Verification - Onsite Hourly Fee	\$ 75	\$ 100
Tourist Rooming House	\$ 100	\$ 150
UDC - Addition or Alterations WITHOUT Plumbing OR Electrical 0 to 1,249 Square Feet	\$ 250	\$ 300
UDC - Addition or Alterations WITHOUT Plumbing OR Electrical 1,250 or greater Square Feet	0.20/Sq. Ft.	0.30/Sq. Ft.
UDC - Additions or Alterations WITH Plumbing or Electrical 0 to 1,249 Square Feet	\$ 300	\$ 350
UDC - Additions or Alterations WITH Plumbing or Electrical 1,250 or greater Square Feet	0.20/Sq. Ft.	0.30/Sq. Ft.
UDC - Deck or Porch 0 to 499 Square Feet	\$ 100	\$ 150
UDC - Deck or Porch 500 or greater Square Feet, \$100, plus	0.20/Sq. Ft.	0.30/Sq. Ft.
UDC - Electrical Inspection	\$ 70	\$ 75
UDC - Electrical Inspection (In addition to existing Permit)	\$ 70	\$ 75
UDC - Gas Connection Inspection	\$ 70	\$ 75
UDC - New Manufactured Home	\$ 425	\$ 860
UDC - New Mobile Home	\$ 250	\$ 430
UDC - New Single-Family Dwelling - Custom/Stick Built <=4,000 Square Feet	\$ 650	\$ 1,215
UDC - New Single-Family Dwelling - Custom/Stick Built - Each Square Foot above 4,000	0.20/Sq. Ft.	0.30/Sq. Ft.
UDC - New Two-Family Dwelling	\$ 700	\$ 1,285
UDC - New Two-Family Dwelling - Custom/Stick Built - Each Square Foot above 4,000	0.20/Sq. Ft.	0.30/Sq. Ft.
UDC - Other Applicable UDC Fees	\$ 50	\$ 75
UDC - Permanent Electrical Service Inspection	\$ 70	\$ 75
UDC - Reinspection Fee	\$ 70	\$ 75
UDC - State Seal	\$ 35	\$ 35
UDC - UDC Administrative Fee	\$ 40	\$ 45
Wetland Determination - Hourly	\$ 75	\$ 100
Wisconsin Fund Application	\$ 100	\$ 225

**STATEMENT OF EXPLANATION**

Resolution No. 26 - 25

**RES. 26-25: RESOLUTION TO APPROVE A MID-YEAR REQUEST TO
CREATE A FULL-TIME BUILDING INSPECTOR POSITION IN THE
DEPARTMENT OF PLANNING AND ZONING - DOUG CLARY**

1 Prior to 2015, Chippewa County contracted with independent inspectors to perform
2 Uniform Dwelling Code (UDC) plan reviews and inspections, while administration and
3 enforcement of the UDC were performed by the Department of Planning and Zoning
4 (Department). Due to limitations placed on the ability to adequately supervise independent
5 contractors, it was believed to be in the best interest of Chippewa County to create a Building
6 Inspector position within the Department to be responsible for the UDC program. Thus, on
7 January 13, 2015, the Chippewa County Board of Supervisors approved Resolution 02-15, which
8 created a Building Inspector position within the Department. The Building Inspector position
9 has improved the overall functionality of the UDC program and provides the citizens of the
10 county with a local contact to ask questions and get answers and appropriate information
11 regarding proper building code compliance.

12 Approval of this resolution will create an additional full-time Building Inspector position
13 within the Department of Planning and Zoning for Chippewa County's UDC program. Chippewa
14 County currently provides differing levels of UDC administration and enforcement to 22 towns,
15 3 villages and 3 cities. As a note, the Town of Howard contracts with an independent inspector
16 and the Cities of Chippewa Falls and Eau Claire have full-time building inspectors who perform
17 UDC administration and enforcement.

18 The full-time Building Inspector position will be funded by building inspection fees and
19 will require an increase to the Department of Planning & Zoning Schedule of Fees for UDC
20 inspections effective January 1, 2026. The fees were initially set in 2015, with a small increase
21 occurring in 2018.

22

Resolution No. 26 - 25

**RES. 26-25: RESOLUTION TO APPROVE A MID-YEAR REQUEST TO CREATE A FULL-TIME
BUILDING INSPECTOR POSITION IN THE DEPARTMENT OF PLANNING AND ZONING - DOUG
CLARY**

WHEREAS, the State of Wisconsin enacted legislation in 1980 requiring Uniform Dwelling Code (UDC) inspections on one & two-family dwellings in municipalities with a population over 2,500 people; and

WHEREAS, in 2003, Wisconsin Act 295 was adopted and required the enforcement of the UDC to begin on January 1st, 2005 in all municipalities and towns; and

WHEREAS, municipalities may adopt their own UDC ordinance for local enforcement of the UDC or they may delegate enforcement to their respective county, if the county is willing to accept enforcement and has adopted a county-wide UDC ordinance; and

WHEREAS, if a municipality takes no action, the Safety & Buildings Division of the Wisconsin Department of Safety and Professional Services will administer and enforce the UDC for new homes in that respective municipality or delegate enforcement authority to those counties that have adopted a UDC ordinance; and

WHEREAS, due to limitations placed on the ability of the Department of Planning and Zoning to supervise independent contractors, it was believed to be in the best interest of Chippewa County to create a Building Inspector position within the Department to be responsible for UDC administration and enforcement; and

WHEREAS, on January 13, 2015, the Chippewa County Board of Supervisors approved Resolution 02-15, which created a Building Inspector position within the Department; and

WHEREAS, the Building Inspector position has improved the overall functionality of the County's UDC program and also provides the citizens of the county with a local contact to ask questions and get answers and appropriate information regarding proper building code compliance; and

WHEREAS, the Department's Building Inspector position provides differing levels of UDC administration and enforcement to 22 towns, 3 villages and 3 cities; and

WHEREAS, the Department has determined that an additional Building Inspector position is needed to assist with UDC inspections; and

WHEREAS, the Building Inspector position would be funded solely by building inspection fees, which will require an increase to the UDC schedule of fees for the Department effective January 1, 2026, and the Planning & Zoning Committee will be considering a new fee schedule at their June 2025 meeting pending County Board approval; and

WHEREAS, the Planning & Zoning Committee and the Executive Committee have reviewed and recommend the creation of a Building Inspector position in the Department of Planning & Zoning;

NOW, THEREFORE BE IT RESOLVED, that an additional full-time Building Inspector position for Chippewa County is hereby created in the Department of Planning & Zoning effective immediately and under the direction of the Department Director; and

BE IT FURTHER RESOLVED, that the Building Inspector position shall be funded solely by building inspection fees, which will require an increase to the UDC schedule of fees for the Department effective January 1, 2026; and

BE IT FURTHER RESOLVED, that this Building Inspector position is to be eliminated by the County Administrator in the budget process should applicable fees not be sufficient to cover the expenses of the position.

Forwarded to the County Board by the Executive Committee.

FINANCIAL IMPACT:

2025 Estimated Total: \$43,343 (Estimated start date of August 18, 2025):

1.	Wages:	\$ 27,256
2.	Fringe Benefits:	\$ 5,179
3.	Health Insurance:	\$ 8,408
4.	Other Costs:	\$ 2,500

2026 Estimated Total: \$118,418 (Estimated 3% increase in wages):

1.	Wages:	\$ 73,272
2.	Fringe Benefits:	\$ 13,922
3.	Health Insurance:	\$ 25,224
4.	Other Costs:	\$ 6,000

NOTE: The UDC Program and Building Inspector positions are funded through user fees, so there will be no tax levy impact.

07/8/2025 County Board

RESULT: APPROVED [UNANIMOUS]

MOVER: James Flater, District 1

SECONDER: David Kelly, District 14

AYES: Hull, Bergeron, Flater, Guthman, Shoebridge, Gehring, Ericksen, Seidlitz, Peterson, Lotts, Bomar, Roshell, Kelly, Hennick, Kempe, Rohmeyer, Flynn, Ives

ABSENT: Timothy Goettl

History:

06/19/25 Planning & Zoning Committee RECOMMENDED FOR APPROVAL

07/01/25 Executive Committee FORWARD TO COUNTY BOARD

Approved as to Form:

Todd A. Pauls

Todd A. Pauls, Corporation Counsel

6/10/2025

Andy J. Albarado

Andy J. Albarado, County Administrator

6/10/2025



CHIPPEWA COUNTY

Department of Administration

Personnel Administration Change (PAC) Form

Action Requested: ☒ New Position ☐ Fill Vacancy ☐ Other (ex: increased hours)

Department: Planning & Zoning

Division: UDC Inspections

Current Job Description Title: _____ Anticipated Start Date: July 1, 2025 8/4/25 or 8/18/25

Proposed Job Description Title: (if different) Building Inspector

Direct Supervisor: Douglas Clay, Director of Planning & Zoning

Current/Past Employee Name (blank if new position): _____ No. of Years Served in Position: _____

Current Status: ☐ FT ☐ PT ☐ LTE/Seasonal ☐ LTE/Annual ☐ Paid Intern ☐ Unpaid Intern ☐ Volunteer ☐ Other

Proposed Status: ☒ FT ☐ PT ☐ LTE/Seasonal ☐ LTE/Annual ☐ Paid Intern ☐ Unpaid Intern ☐ Volunteer ☐ Other

Reason for vacancy or new position (if due to vacancy - please indicate the last day of work for the employee in the position):

The current building inspector will be retiring sometime around August of 2025. To make sure the program survives; I would like to create another building inspector position that will overlap with the last several months of Fred's time: (1) The overlap would be paid for via permit fees as the program receives no tax levy. (2) I would also be seeking to have two (2) building inspector positions on staff. By having two building inspectors, the program would have adequate back-up when either position is away from work. The funding for the additional position would come from a nominal increase to the existing fee schedule.

Bargaining Unit: ☐ WPPA-Patrol Officers/Investigators ☐ Non-Represented

FLSA Status: ☒ Exempt ☐ Non-Exempt

Is the position mandated? ☐ Yes ☒ No

If yes, provide statute, regulation, etc.

Position Justification Description (Why is the position needed?):

(a) The UDC program provides for the permitting and inspections of new homes and additions to existing homes built after 1979 throughout Chippewa County. (b) This program is 100% funded through the fees we charge to those seeking/requiring the permits. (c) The City of Chippewa Falls, City of Eau Claire, Village of New Auburn and the Town of Howard are only municipalities and town, respectively, that provide for their own UDC permitting and enforcement program within Chippewa County. (d) Chippewa County adopted a Building Code in the mid-1990's. Since that time, the program has morphed approximately 3 times, which created inconsistencies with the administration and enforcement of the program. (e) Chippewa County contracted with private individuals for the services until 2015, at which point, we created a Building Inspector position within the Department.

Measurement of Job Performance (e.g. clients, caseload, work output, etc.)

- (1) Number of permits for new housing and additions.
- (2) Inspections needed for projects.
- (3) Inspections are on-demand and can take the inspector from one-end of the county to the other and then in between. The amount of miles that we put on a truck in a year is tremendous. The coordination between two inspectors should allow for better response time and less time in transit between inspections.

Attachment: PAC Form for Building Inspector 06-09-2025 (26 - 25 : Resolution To Create a Full-Time Building Inspector Position In Zoning -

Are there opportunities to consolidate, eliminate and/or outsource the job responsibilities?

☒ Yes ☐ No

Please explain:

1. Opt out of the program, which would leave the program in the hands of the local municipalities or towns.
2. Contract with an outside agency/individual to provide for the services.
3. Out-side-the-Box Thinking: Coordinate with the State of Wisconsin for a localized approach to the UDC inspections. An example would be a self-certification process for a qualified contractor/installer (electrician, plumber, etc). The permitting and submittal of the required documentation would still be organized through this department (i.e: the record-holder), yet the day-to-day inspections could be handled by that qualified contractor/installer. Thus, as home-contractor, if you hire a qualified electrician or plumber, there are no inspections.

Is this a new position? ☒ Yes ☐ No

Would its creation cause the future elimination of another position? ☐ Yes ☒ No

If yes, please explain:

For new positions, are there alternatives to the services that this individual would provide (temporary help, part-time vs. full-time, help from other county departments, use of overtime, eliminating unnecessary work)? ☐ Yes ☒ No

Please explain:

No, because the inspections are on-demand and no other county department has jurisdiction for UDC inspections. We have 48 hours to respond to an inspection request. This does not include all of the follow-up letters and possible enforcement actions that we need to address.

PLEASE ANSWER BOTH QUESTIONS (for WRS & ACA purposes)

In the first twelve months from the new position or refill position start date:

Do you intend to work this position 600 or more hours? ☒ Yes ☐ No

Do you intend to work this position 1200 or more hours? ☒ Yes ☐ No

Requested Annual Hours: ☒ 2088 ☐ 1500 ☐ 1044 ☐ 975 ☐ Other: _____

Description of Anticipated Work Schedule Variable: 10hrs/4 days per week; 9 hrs/4 days a week and 4 hours on Fridays

(i.e. 8 hrs/5 days per week, 10hrs/4 days per week, 9 hrs/4 days a week and 4 hours on Fridays)

What are the consequences or impact of **not** filling this position?

Short-term Effects: Consistency is the best for any program. With Fred's proposed departure, I'll have some pretty big shoes to fill. The coordination, administration and enforcement of the UDC program is best handled through this department - by government - with in-house staff. Absence in-house staff (i.e: outside consultant), the enforcement measures, if needed, do not really occur.

Long-Term Effects: The long-term effects is really dependent on the route we choose to pursue for the UDC program. Personally, I believe coordination and having all the documents in one-location is the best approach for any state regulated program.

For new positions, is there office space available for this position? ☒ Yes ☐ No (if no, complete Office Relocation Form)

Will this require an office move/relocation? ☐ Yes ☒ No (if yes, complete Office Relocation Form)

How does this position fit into the long-range and strategic plans of the Department and/or the County?

Mission Statement: The Department of Planning & Zoning shall strive to protect and promote the health, safety and general welfare of all property owners and to protect the environment and physical and natural resources through the application of professional planning practices, the advancement of a county-wide Geographical Information System (GIS), the professional administration and equitable enforcement of all Chippewa County, State and Federal land use codes and ordinances.

As I mentioned above, there are only 4 communities that provide for their own UDC administration and enforcement. I have been able to collaborate with 22 towns, 3 villages and 3 cities to achieve cost savings and a consolidated approach to the UDC inspections. I believe that we offer a cost efficient service that could not be expected via individual contractors with private firms. Along with the consolidated approach, we offer almost a one-stop shopping experience for land use permits. This allows the department to be a hub for land use and building permits.

TOTAL FISCAL IMPACT/FUNDING SOURCES

Will be verified by Finance Division

2025 BUDGETED AMOUNT FOR POSITION - From 2025 Position Based Budget (PBB) Report

_____ + _____ = _____
 Annual Salary per PBB Total Benefits per PBB **Total Budgeted for Position**

Number of Hours Budgeted for Position per 2025 PBB Report: _____

General Ledger Account Number to Charge Salary to: _____
 (If more than 1 account number please attach a separate document with the associated percentages)

2025 ANNUAL FISCAL IMPACT**Minimum Fiscal Impact**

Starting Wage/Hire (WPPA) \$31.34 of Pay Grade 15

\$ 31.34 X 2,088 = 65,437.92
 Starting Hourly Rate Maximum Hours (2088, 1500, 1044 or 975) Total Wages Minimum Impact

65,437.92 + 12,433.20 + 25,224.00 = 103,095.12 ✓
 Total Wages Minimum Impact Fringe Benefits* Health Insurance ** **Total Minimum Fiscal Impact 2025**
 (Use percentage below)

Control Point Fiscal Impact

Control Point Wage (GME)/Max Step (WPPA) \$34.07 of Pay Grade 15

\$ 34.07 X 2,088 = 71,138.16
 Control Point Hourly Rate Maximum Hours (2088, 1500, 1044 or 975) Total Wages Control Point Impact

71,138.16 + 13,516.25 + 25,224 = 109,898.41 ✓
 Total Wages Control Point Impact Fringe Benefits* Health Insurance ** **Total Control Point Fiscal Impact 2025**
 (Use percentage below)

* Percentages to Use: General WRS Position: 19% Current LTE: 18%
 Protective WRS Position: 27.5% New LTE: 11.5%

**Health Insurance Annual Premium: Full Time = \$25,224 WPPA = \$24,290

2025 OTHER COSTS

Please define and breakdown "other" costs here:

***"Other" includes, but is not limited to: equipment, office space, vehicle, on-call pay etc.

Personal equipment (tools, uniforms, safety equipment)	\$ _____
Mileage and meals	\$ _____
Training expenses (including memberships)	\$ _____ 500
Computer equipment	\$ _____ 1,500
Office furniture and supplies	\$ _____
Other operating expenses	\$ _____ 500
Renovation/relocation costs	\$ _____
Total Other Costs	\$ _____ 2,500

2025 FUNDING SOURCES

☐ Federal/State (Specify) _____	_____ %	\$ _____
☐ County Tax Levy _____	_____ %	\$ _____
☒ County Other (Specify) <u>UDC Permit Fees</u>	100 %	\$ 112,398.41
☐ Grant (Specify) _____	_____ %	\$ _____
☐ Grant (Specify) _____	_____ %	\$ _____
☐ Other (Specify) _____	_____ %	\$ _____

TOTAL

100%

\$ 112,398.41 *

*Must match above total maximum fiscal impact and other costs

Will any of the listed funding sources expire during the duration of the position? ☐ Yes ☒ No
 If yes, please indicate what sources will expire, with expiration dates:

If yes, please indicate where the funding will come from after the sources of funding have expired:

2025 ACTUAL YTD EXPENDED FOR POSITION – To be Completed by Finance Division

As of pay date: _____

_____ + _____ = _____
 Wage Less Overtime Fringe Benefits Less Overtime Total YTD Expended for Position

Retirement/Resignation Pay out Amount: _____ Budgeted Amount: _____

NOTE: Attach an updated organizational chart and the approved job description located on the K:drive/Human Resources. All recommended changes for consideration should be indicated with highlights and strikeouts and emailed to the Human Resources Director. Positions will not be considered absent job descriptions and org charts.

1. <u>Douglas Clary</u> <u>05/21/2025</u> Department Head Recommendation Date	4. <u>[Signature]</u> <u>5/22/25</u> County Administrator Approval Date ☒ Approved ☐ Denied
2. _____ Human Resources Division Review Date ☐ Recommend ☐ Not Recommend	5. _____ County Board Approval Date ☐ Approved ☐ Denied Resolution No. _____ ** New Positions Only **
3. <u>[Signature]</u> <u>5/22/25</u> Finance Division Review Date ☒ Recommend ☐ Not Recommend	

Comments: _____

CHIPPEWA COUNTY JOB DESCRIPTION

Job Title: Building Inspector

FLSA: Exempt

Salary Grade: 15

Reports To: Planning & Zoning Director

Department: Planning & Zoning

Date: January 2024

JOB SUMMARY

The job duties of the Building Inspector include but are not limited to research and inspection work to administer, implement and enforce Uniform Dwelling Code (UDC) regulations of Chippewa County and the State of Wisconsin. In addition, the position will assist in the uniform enforcement of land use and zoning ordinances of Chippewa County, including the issuance and inspection of zoning, erosion control and applicable building permits, monitoring compliance and investigating alleged violations.

DUTIES AND RESPONSIBILITIES

The duties described below are indicative of what the Building Inspector might be asked to perform. This job description is to incorporate any county ordinances created for the position of Building Inspector. This is not an exhaustive list of job responsibilities and therefore other duties may be assigned:

Administrative Functions:

- Performs the necessary inspections required by Chapter 101.65 and 101.76, Wisconsin State Statutes, and the rules adopted in Safety and Professional Services (SPS) Chapters 320-325, Wisconsin Administrative Code and as further authorized by Chapter 10 of the Code of General Ordinances for one and two family dwellings of Chippewa County
- Performs plan reviews to determine compliance with the UDC and other land use ordinances. Oversees review and issuance of the applicable building permits.
- Provides information and assistance to the public concerning the UDC and other county land use ordinances.
- Uses discretion in conducting ordinance enforcement actions; receives reports or complaints of potential ordinance violations; inspects alleged violation sites; documents conditions observed; judges if conditions are in compliance with applicable ordinances; issues violation notices as warranted; issues order for correction of ordinance violations; verifies accomplishment of corrections; initiates appropriate enforcement action in cases of noncompliance
- Cooperates with local units of government in the inspection of structures to determine the structural adequacy for human habitation as well as the condemnation, removal and site remediation for structures that are unfit for human habitation.
- Assists in drafting ordinance amendments for the county's land use ordinances.
- Conducts environmental inspections of property in tax deed foreclosure.
- Enhances current knowledge of zoning ordinances/codes and state and federal land use policies.
- Assists department staff in administering and enforcing the following ordinances: Shoreland Zoning, Comprehensive Zoning, Floodplain Zoning, Uniform Dwelling Building Code, Land Division, Wellhead Protection, and General Sanitation regulations for private septic systems and wells.
- Assists in preparing documents and staff reports for Planning & Zoning Committee and Board of

Adjustment meetings. Participates in committee and board meetings and proceedings.

- Serves on various committees to develop appropriate plans, conduct policy analyses and identify useable ordinance language for the implementation of goals for private septic systems and wells.
- Completes permit applications.
- Assists the general public at the front counter, and provides administrative office support when needed.
- Researches land records documents.
- Performs sanitary and well inspections when necessary.

Community Relations Functions:

- Maintain effective working relationships with local government officials, various county departments and other state and federal agencies, including but not limited to: WDNR, Department of Safety and Professional Services, DATCP, FEMA, NRCS and Department of Health.

Customers:

- General Public
- Contractors
- Attorneys
- Lenders
- Plumbers
- Electricians
- HVAC Installers
- Construction Trades
- Engineers

Team Members:

Department of Planning and Zoning staff

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required at the time of hire or for the continuation of employment.

EDUCATION AND/OR EXPERIENCE:

- Bachelor's degree in Planning, Environmental Health or related area and two (2) years of recent uniform dwelling code experience and building inspection experience required.
- OR-
- Associates degree in Planning, Environmental Health or related area and six (6) years of recent uniform dwelling code experience and building inspection experience required.
- Knowledge of zoning administration and enforcement, Wisconsin Fund Program requirements, septic construction practices and soil testing required.
- Must possess State of Wisconsin Uniform Dwelling Code (UDC) certifications in UDC-Electrical, UDC-Construction, UDC-HVAC and UDC-Plumbing.
- A valid driver's license required.

SKILLS AND ABILITIES

- Ability to analyze data and information using established criteria, in order to determine consequences and to identify and select alternatives. Ability to compare, count, differentiate, measure and/or sort, as well as assemble, copy, record and transcribe data and information. Ability to classify, compute, tabulate, and categorize data.
- Ability to persuade, convince, and/or train others. Ability to advise and provide interpretation on how to apply policies, procedures and standards to specific situations.
- Ability to utilize a variety of advisory and design data and information such as zoning permit applications, rezoning requests, certified survey maps, subdivision plats, sanitary permits, soil test reports, well water applications, septic and holding tank maintenance reports, a variety of Department and State forms, zoning and sanitarian citations, a variety of maps, Wisconsin Statutes and Administrative Codes, soil charts, erosion control manual, County Zoning Ordinances, computer software operating manuals, construction plans and engineering manuals.
- Ability to effectively communicate orally and in writing with attorneys, certified soil testers, contractors, land developers, land owners, plumbers, realtors, surveyors, county and state land use planning agencies, Planning and Zoning Committee, Board of Adjustment, Department of Natural Resources and Department of Safety and Professional Services.
- Ability to maintain a professional demeanor when dealing with the public.
- Ability to take control of situations in a responsible manner.
- Ability to provide expert advice without formal supervisory responsibility.
- Ability to comprehend, retain and apply County, State, and Federal policies and legislation, i.e. local ordinances, procedure manuals, codes, etc.

EQUIPMENT KNOWLEDGE REQUIRED

- Ability to operate various types of equipment – standard office equipment, computer and intermediate working knowledge of Microsoft Office software.
- Ability to use GIS, SCADA systems, CAD, and Library systems.
- Other equipment could be required.

LANGUAGE SKILLS

- Ability to communicate effectively with other members of the staff, supervisor, and the public.
- Ability to effectively communicate in both written and verbal form.
- Ability to develop, interpret and implement local policies and procedures; written instructions, maps, plats, general correspondence; Federal, State, and local regulations; MSDS sheets, safety manuals; and warning labels.

MATHEMATICAL SKILLS

- Ability to apply algebraic and trigonometric formulas, ability to interpret inferential statistical reports, and ability to interpret formulation and equation data.
- Ability to monitor department accounts.

REASONING ABILITY

- Ability to respond to complaints and grievances posed by the public.
- Ability to define problems and deal with a variety of situations.
- Ability to think quickly, maintains self-control, and adapt to stressful situations.
- Ability to use functional reasoning in performing influence functions such as leading, teaching, directing and controlling.
- Ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory and/or judgmental criteria.

PHYSICAL AND WORK ENVIRONMENT

The physical and work environments described are representative of those that must be met by an employee to successfully perform the functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these functions.

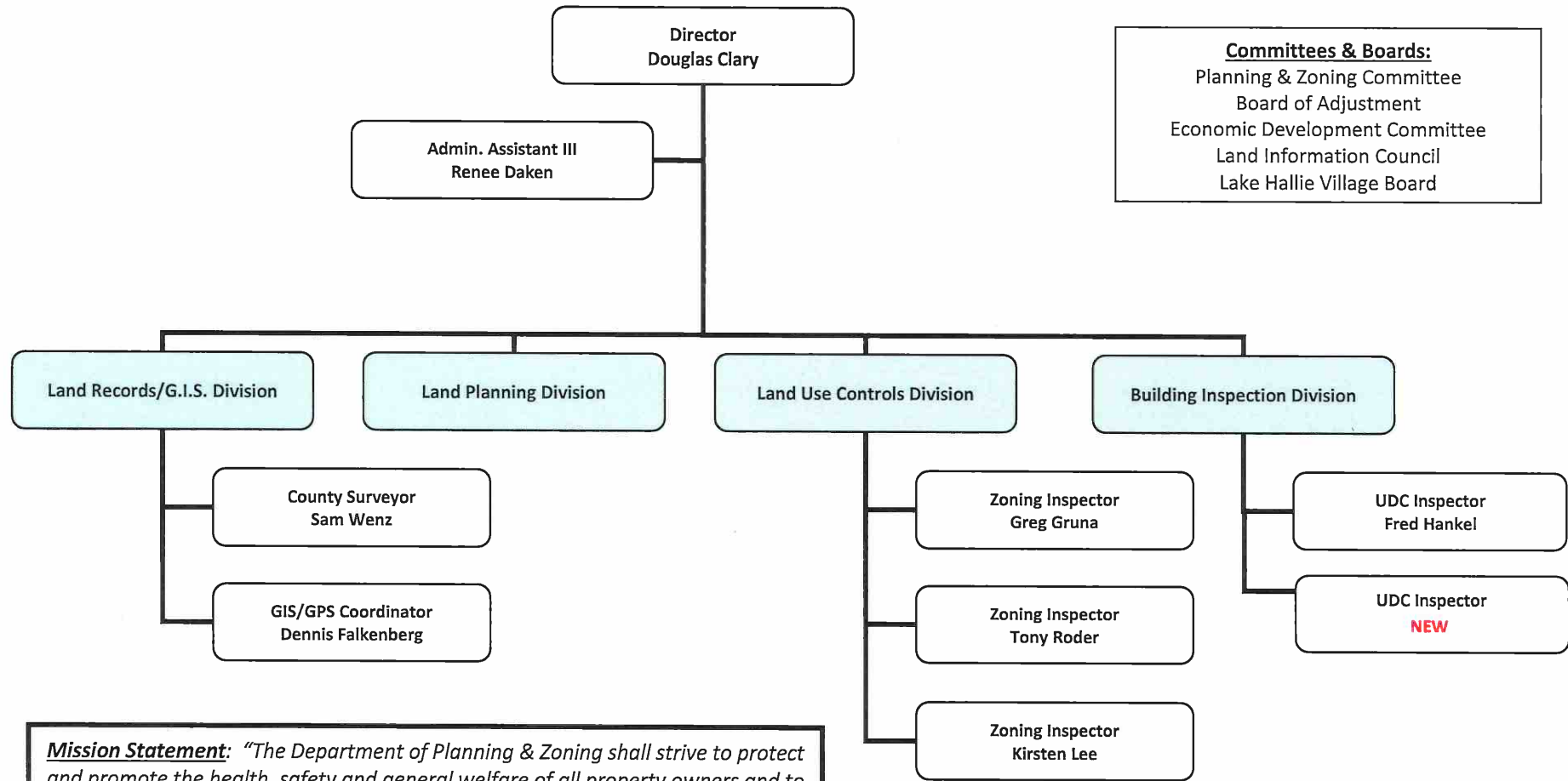
Physical Environment:

- The duties of this job include physical activities such as stooping, kneeling, sitting, standing, reaching, walking, lifting and/or move (up to 10 pounds), grasping, talking, hearing/listening, seeing/observing, and repetitive motions.
- Specific vision abilities required by this job include close, distance and peripheral vision; depth perception; and the ability to adjust focus.
- Ability to coordinate eyes, hands, feet and limbs in performing skilled movements such as rapid keyboard use. Ability to operate computer keyboard/typewriter, telephone, and calculator.
- Ability to maneuver and steer equipment and machinery requiring simple but continuous adjustments, such as transit and motor vehicles.
- Ability to exert moderate physical effort in sedentary to light work, typically involving some combination of climbing, balancing, stooping, kneeling, crouching and crawling, lifting, carrying, pushing, and pulling.
- Ability to recognize and identify degrees of similarities or differences between characteristics of colors, forms, sounds, odors and textures associated with job-related objects, materials and ingredients.

Work Environment:

- Works in both indoor and outdoor weather conditions.

Chippewa County Department of Planning & Zoning



Mission Statement: "The Department of Planning & Zoning shall strive to protect and promote the health, safety and general welfare of all property owners and to protect the environment and the physical and natural resources through the application of professional planning practices, the advancement of a county-wide Geographical Information System (GIS), the professional administration and equitable enforcement of all Chippewa County land use ordinances and building codes".

Updated: May 2025

**STATEMENT OF EXPLANATION**

Ordinance No. 05 - 25

**ORD. 05-2025: ORDINANCE TO AMEND SECTIONS 70-8, 70-63, 70-70
THROUGH 70-73, AND 70-76 OF THE CHIPPEWA COUNTY CODE OF
ORDINANCES - SECOND READING - DOUG CLARY**

- 1 SEE ATTACHED LETTER DATED MAY 05, 2025, FROM DOUG CLARY TO TOWNS OF ANSON,
- 2 EAGLE POINT, HALLIE, LAFAYETTE, WHEATON AND WOODMOHR
- 3

Ordinance No. 05 - 25

ORD. 05-2025: ORDINANCE TO AMEND SECTIONS 70-8, 70-63, 70-70 THROUGH 70-73, AND 70-76 OF THE CHIPPEWA COUNTY CODE OF ORDINANCES - SECOND READING - DOUG CLARY

SEE ATTACHMENT

FINANCIAL IMPACT:

There is no fiscal impact to Chippewa County by passage of these ordinance amendments.

07/8/2025 County Board**RESULT: APPROVED [UNANIMOUS]****MOVER:** James Ericksen, District 8**SECONDER:** Kari Ives, District 21**AYES:** Hull, Bergeron, Flater, Guthman, Shoebridge, Gehring, Ericksen, Seidlitz, Peterson, Lotts, Bomar, Roshell, Kelly, Hennick, Kempe, Rohmeyer, Flynn, Ives**ABSENT:** Timothy Goettl

History:

05/22/25 Planning & Zoning Committee

FORWARD TO COUNTY BOARD

06/10/25 County Board FIRST READING

Approved as to Form:



Todd A. Pauls, Corporation Counsel

5/13/2025



Lori Zwiefelhofer, Finance Director

5/13/2025



Andy J. Albarado, County Administrator

5/14/2025

CHIPPEWA COUNTY DEPARTMENT OF PLANNING & ZONING

• 711 North Bridge Street, Chippewa Falls, WI 54729 • Phone: 715.726.7940 • Fax: 715.726.4596 • www.co.chippewa.wi.us •

Land Management

Land Planning

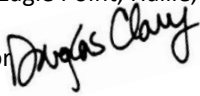
Land Records & G.I.S.

POWTS & Wells

Date: May 5, 2025

To: Town Chairs: Anson, Eagle Point, Hallie, Lafayette, Wheaton and Woodmohr

From: Douglas Clary, Director



Re: Zoning Ordinance Amendments Package (ZOA) - 2025

Dear Town Chairs,

Please find attached the final draft of the amendments to the zoning ordinance (ZO). The red underlines (ex: added text) indicates text that is proposed to be added to the zoning ordinance. The red strikethrough (ex: ~~removed text~~) indicates text that is proposed to be removed from the zoning ordinance. This being said, in some situations, I have removed text from one section and then added it to another section.

Here is a very brief summary for some of the changes:

ZOA #1: 70-8 Definitions: I revised the hotel and motel definitions to align with Wis Stats Admin Code ATPC 72; updated definition for setback, setback lines and definitions for all yards (front, rear and side); and minor spelling corrections.

ZOA #2: 70-63 Zoning Schedule of Dimensional Requirements: Reduced the rear yard setback for accessory structures within the agricultural, local commercial, high commercial and industrial zoning districts to align with the side yard setback.

ZOA #3: 70-70 Residential 3 District (R3): I moved boarding houses from an approved use to a conditional use permit; created a provision that requires a conditional use permit for five (5) or more units in a multi-family dwelling.

ZOA #4: 70-71 Agricultural District (AG): Created a provision for the Outdoor storage of low explosives with certain written approvals from the Town and the ATF.

Note: This provision was created after a request from a Town of Lafayette resident who is looking to store fireworks on a piece of agricultural land. In reviewing the steps necessary to obtain the ATF permit, it was determined that this could be an approved use under defined circumstances.

ZOA #5: 70-72 Local Commercial District (LC): Listed churches, public schools, private schools, animal hospitals, veterinary clinics and kenneling as an approved uses; listed hotels as a conditional use; listed two or more apartments as a secondary use on a non-ground floor level as a conditional use.

Note: The two or more apartments on a non-ground floor commercial structure was in relation to a request from a Town of Lafayette property owner. This would allow for the first floor to remain as commercial, while the upper floors could be utilized for apartments. I felt the most appropriate location for the request was a conditional use permit because this would be a completely new use that we have not seen yet in the zoned towns.

ZON #6: 70-73 Highway Commercial District (HC): Listed all conditional uses except for the two or more apartments as a secondary use as approved uses; listed two or more apartments as a secondary use on a non-ground floor level as a conditional use.

Note: See note under Local Commercial District above.

Attachment: LTR - Doug Clary to Towns of Anson, Eagle Point, Hallie, Lafayette, Wheaton and Woodmohr 05.05.25 (05 - 25 : Ordinance to

ZOA #7: 70-76 Planned Unit Development (PUD): This is the district that we would be able to allow more than one principal structure on the property. This section was modified after I reviewed the request for the commercial/residential structure in the Town of Lafayette. I am recommending additional information be submitted when reviewing a request for a PUD.

Miscellaneous: Spelling corrections within these sections

The following is a tentative schedule for these amendments:

1. Late April/Early May – Final Public Hearing Draft is released to Towns for May meetings.
2. May 22, 2025 – Public Hearing on Proposed Changes
3. June 10, 2025 – County Board First Reading (NOTE: We would request the second reading be waived, so the provisions are effective upon approval.)
4. July 8, 2025 – Second Reading at County Board Meeting. (NOTE: Only If needed)

If you have any questions, please contact me at (715) 726-7941.

ORDINANCE TO AMEND SECTIONS 70-8, 70-63, 70-70 THROUGH 70-73, AND 70-76 OF THE CHIPPEWA COUNTY CODE OF ORDINANCES

1. That Sections 70-8, 70-63, 70-70 through 70-73, and 70-76 of the Chippewa County Code of Ordinances be amended as follows:

Chapter 70 ZONING

ARTICLE I. IN GENERAL

Sec. 70-8 Definitions

For the purposes of this chapter, certain terms are defined as follows: words used in the present tense include the future, words in the singular number include the plural number, and words in the plural number include the singular number. The word "building" includes the word "structure" and the word "shall" is mandatory and not directory. The word "person" includes an individual, all partnerships, associations, and bodies politic and corporate. The word "lot" includes the word "plot" or "parcel." The word "used" or "occupied" as applied to any land or building shall be construed to include the words "intended," "arranged" or "designed to be used or occupied."

- (1) *Abutting* means having a common property line or district line.
- (2) *Accessory building* means a subordinate building, the use of which is purely incidental to the permitted use of the ~~principle~~principal building,
- (3) *Accessory use*. See *Use, accessory*.
- (4) *Administrator* means the Planning & Zoning Administrator or an agent designated by the Planning & Zoning Administrator.
- (5) *Adult Bookstore* means an establishment having as a predominant portion of its stock in trade, books, magazines and other periodicals, video cassettes, DVD's or other electronic media, which are distinguished or characterized by their emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas" (as defined herein).
- (6) *Adult Cabaret* means a nightclub, bar, theater, restaurant or similar establishment which frequently features live performances by topless or bottomless dancers, go-go dancers, exotic dancers, strippers or similar entertainers, where such performances are distinguished or characterized by an emphasis on specified sexual activities or by exposure of specified anatomical areas or which regularly feature films, motion pictures, video cassettes, slides or other photographic reproductions which are distinguished or characterized by an emphasis upon the depiction or description of "specified sexual activities" or "specified anatomical areas" (as defined herein) for observation by patrons. An adult cabaret does not include theaters, performing arts centers, civic centers and dinner theaters where live dance, ballet, music and dramatic performances of serious artistic merit are offered on a regular basis and in which the predominant business or attraction is not the offering to customers and where the

establishment is not distinguished by an emphasis on, or the advertising or promotion of, employees engaging in nude erotic dancing.

- (7) *Adult Motion Picture Theater* means an enclosed building which is significantly or substantially used for presenting motion picture films, video cassettes, cable television, or any other such visual media, distinguished or characterized by an emphasis on matter depicting, describing or relating to “specified sexual activities” or “specified anatomical areas” (as described herein) for observation by patrons therein.
- (8) *Agricultural-related business* means a business which is operated from a property located in an agricultural district which (a) services the local farm community through the repair or servicing of farm machinery or equipment or (b) the sale of products that are grown on the property and additional products as long as the home-grown products represent at least 50% or more of the sales.
- (9) *Airport* means any airport which complies with the definition contained in Wis. Stats. § 114.002(7), or any airport which serves or offers to serve any common carriers engaged in air transport.
- (10) *Alley* means a way which affords only a secondary means of access to abutting property.
- (11) *Animal unit* means a unit of measure used to determine the total number of single animal types or combination of animal types, as specified in Wis. Admin. Code NR § 243.11, table 2, which are fed, confined, maintained or stabled in an animal feeding operation. For the purposes of this chapter, one animal unit is equivalent to one head of beef or slaughter cattle weighing more than 1,000 pounds.
- (12) *Apartment* means a portion of a multiple dwelling used as a separate housing unit and having cooking facilities and a private bath.
- (13) *Apartment house*. See *Dwelling, multiple*.
- (14) *Approved use*. See *Use, approved*.
- (15) *Arterial street*. See *Street, arterial*.
- (16) *Automobile wrecking yard* means an establishment or place of business, which is maintained, used or operated for storing, keeping, buying or selling wrecked, scrapped, ruined or dismantled motor vehicles or motor vehicle parts. 2 or more such vehicles constitute an automobile wrecking yard.
- (17) *Basement* means a story whose floor line is below grade at any entrance or exit and whose ceiling is not more than five feet above grade at any such entrance or exit. The first floor is the floor next above the basement or the lowest floor if there is no basement. A basement shall not be counted as a story for the purposes of story restrictions.

- (18) *Billboard* means an advertising device, either freestanding or attached to a building which is used to display information not related to the use or ownership of the establishment on the property upon which it is located.
- (19) *Block* means a tract of land bounded by streets or by a combination of streets and public parks or other recognized lines of demarcation.
- (20) *Board* means the board of adjustment, as provided in section 70-35.
- (21) *Boardinghouse* means a building, other than a hotel, where meals or lodging and meals are provided for compensation for not more than six persons.
- (22) *Building* means a structure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of persons, animals or chattels; each portion of a building separated by a division of walls from the ground up, without openings in those walls, is a separate building for the purpose of this chapter.
- (23) *Building, alterations of*, means any change or rearrangement of the supporting members (such as bearing walls, beams, columns or girders) of a building, an addition to a building or movement of a building from one location to another.
- (24) *Building, height of*, means the vertical distance from the average elevation of the finished grade at the building line to the highest point of a flat roof, or the deck line of a mansard roof, or to the average height of the highest gable or gambrel, hip or pitch roof.
- (25) *Building, principal*, means a building in which is conducted the main use of the lot on which such building is located.
- (26) *Building line, front*, means a line parallel to the street, intersecting the foremost point of the building, excluding uncovered steps.
- (27) *Business* means a commercial establishment engaged in the purchase and sale of goods and services for a profit (not including manufacturing or industrial establishments).
- (28) *Camping grounds* means a parcel of land used or intended to be used, let or rented for occupancy by campers or for occupancy by or of trailers or movable or temporary dwellings, rooms or sleeping quarters of any kind.
- (29) *Carport* means a structure providing shelter, which consists of a roof and support posts with the potential of being either permanently or temporarily enclosed by walls. It may be free-standing or attached to an existing building.
- (30) *Clinic* means an establishment for medical examination and treatment of patients, but without provisions for keeping such patients overnight on the premises. For purposes of this chapter, a doctor's or dentist's office in a residence, when it complies with the requirements of this chapter relating to such office, shall not be considered a clinic; but any doctor's or dentist's

office which is not a part of ~~his~~their own home, or the office of two or more doctors or dentists, whether in a residence or not, shall be considered a clinic.

- (31) *Club* means an association of persons for some common purpose, but not including groups organized primarily to render a service which is customarily carried on as a business.
- (32) *Committee* means the Planning & Zoning Committee which is made up of county board members and oversees the policy for planning and zoning as outlined in Wis. Stats. §§ 59.69.
- (33) *Conforming use* means any lawful use of a building or lot which complies with the provisions of this chapter.
- (34) *Department* means the Chippewa County Department of Planning & Zoning.
- (35) *District* means a section or sections of the county for which the regulations governing the use of land and buildings are uniform.
- (36) *Dwelling, multiple*, means a building or portion thereof used or designated as a residence for three or more families as separate housekeeping units, including apartments, apartment hotels and townhouses.
- (37) *Dwelling, single-family*, means a detached building designed for and occupied exclusively by one family which is a minimum of 24 feet in width and 24 feet in length and has a roof with a minimum slope of 3:12. The dwelling shall be erected on a permanent, state code approved foundation.
- (38) *Dwelling, two-family*, means a detached building designed for and occupied exclusively by two families living independently of each other which is a minimum of 24 feet in width and 24 feet in length and has a roof with a minimum slope of 3:12. The dwelling shall be erected on a permanent, state code approved foundation.
- (39) *Dwelling unit* means any room or group of rooms located within a dwelling and forming a single habitable unit, with facilities which are used or intended to be used for living, sleeping, cooking and eating.
- (40) *Emergency shelter* means public or private enclosures designed to protect people from aerial, radiological, biological or chemical warfare; fire, flood, windstorm, riots or invasions.
- (41) *Environmental Pollution* has the meaning in Wis. Stats. § 295.22(2).
- (42) *Expressway* means a divided arterial highway with controls on public and private access and, generally, with interchanges at major intersections.
- (43) *Family* means any number of individuals related by blood, adoption or marriage, living together on the premises as a single housekeeping unit.

- (44) *Farm* means an area of land of indeterminate size where animals, produce, plants or bees are raised or maintained for sale or off premise consumption, or where animals are commonly associated with farming are maintained for pleasure.
- (45) *Forest industries* means the cutting and storing of forest products, the operation of portable sawmills, the production of maple syrup and sugar.
- (46) *Forest products* means products obtained from stands of forest trees which have been either naturally or artificially established.
- (47) *Freeway* means an expressway with full control of access and with grade separations at all intersections.
- (48) *Frontage, street,* means the smallest dimension of a lot abutting a public street measured along the street line.
- (49) *Fur farm* means any property comprising land or buildings or both, used for the purpose of raising or harboring fur-bearing animals including those defined in Wis. Stats. § 29.001(30), and also other fur-bearing animals, if any, whether the animals are kept for breeding, slaughtering or pelting purposes.
- (50) *Garage, private,* means an accessory building or accessory portion used, or intended to be used, for the storage of private motor vehicles and having a capacity of not more than three automobiles or not more than two automobiles per family housed in the building, whichever is greater. The capacity limitations shall not apply in the agricultural district.
- (51) *Garage, public,* means a building or portion thereof used for the housing or care of motor vehicles for the general public or where such vehicles are equipped or repaired for remuneration or kept for hire or sale. This may include premises commonly known as gasoline stations or service stations.
- (52) *Gasoline service station* means any area of land, including any structure thereon, that is used for the sale of gasoline or other motor vehicle fuel and oil or other lubricating substances, or motor vehicle accessories; and which may include facilities used or designed to be used for polishing, repairing, greasing, washing, spraying, dry cleaning or otherwise cleaning such vehicles.
- (53) *Hazardous Waste* means any solid waste as defined by the Wisconsin Department of Natural Resources, in Wis. Stats. § 291.01, and identified as hazardous under §§ 295.01(1), (2) or (4).
- (54) *Highway* means a public or private thoroughfare which affords a primary means of access to abutting property.
- (55) *Highway corridor* means an area of land marked by state or federal officials where potential highway development is being planned for construction.

- (56) *Home occupation* means any occupation for gain or support conducted entirely within a building by resident occupants, which is customarily incidental to the principal use of the premises, does not exceed 25% of the habitable floor area of the dwelling unit, unless a conditional use permit is issued, and no article is sold or offered for sale except such as is produced by such home occupation. A household occupation includes such uses as babysitting, millinery, dressmaking, canning, laundering and crafts, and does not include the display of any goods or products nor the storage or sale of explosives or fireworks.
- (57) *Hospital*, unless otherwise specified, shall be deemed to include sanitarium, sanatorium, preventorium, rest home, nursing home, convalescent home and any other place for the diagnosis, treatment or other care of ailments. It shall be limited to places for the diagnosis, treatment or other care of human ailments with provisions for keeping such patients overnight on the premises.
- (58) *Hotel* means ~~an establishment for transient guests having sleeping rooms without individual cooking facilities for more than six persons for compensation~~ all places wherein sleeping accommodations are offered for pay to transients, in 5 or more rooms, and all related rooms, buildings and areas.
- (59) *Impervious Surface* means an area that releases as runoff all or a large portion of the precipitation that falls on it, other than frozen soil. Examples of surfaces that typically are impervious are any paved, covered, compacted or structural surface that limits or impedes infiltration or otherwise causes additional runoff of surface water, including roofs of buildings, the surfaces of solid decks and patios, and gravel, paved and crushed stone driveways, parking areas and walkways.
- (60) *Inoperative Motor Vehicle* means any motor vehicle which satisfies one or more of the following criteria:
- a. That is partially dismantled or wrecked;
 - b. That is not operable
 - c. That is not licensed;
 - d. That could not be safely or legally operated on a highway;
 - e. That has become a habitat for rodents, vermin or insects;
 - f. That in any other way constitutes a threat to the public health or safety.
- (61) *Interchange* means a grade-separated intersection with one or more direct connections for vehicular travel between the intersecting streets or highways.
- (62) *Junked Vehicle* means a vehicle or piece of equipment which is incapable of proper operation or use upon a highway or road.

- (63) *Junkyard* means an open space where waste, used or secondhand materials are bought, sold, exchanged, stored, baled, packed, disassembled or handled, including, but not limited to, scrap iron and other metals, paper, rags, rubber, tires and bottles. The term "junkyard" also includes an auto wrecking yard, but does not include uses established entirely within enclosed buildings.
- (64) *Licensed* means the proper display of the registration which includes the necessary plates, tags or decals issued by the authority having jurisdiction over such vehicle or equipment licenses.
- (65) *Livestock operation* means a feedlot or other facility or a pasture where animals are fed, confined, maintained or stabled.
- (66) *Loading area* means a completely off-street space or berth on the same lot for the loading or unloading of freight carriers, having adequate ingress and egress to a public street or alley.
- (67) *Lot* means a division of land occupied or designed to be occupied by one building and its accessory building or uses, including open spaces required by this chapter. A lot may be a parcel of land designated in a plat laid out prior to the effective date of the ordinance from which this chapter is derived or amendment thereof, or a division described in a conveyance recorded in the office of the register of deeds, or contained in, or a part of a certified survey, approved by the Committee and recorded in the office of the register of deeds, when such parcels comply with the requirements of this chapter as to width and area for the district in which it is located and have frontage on a public street or an approved private street. No land included in any street, highway or railroad right-of-way shall be included in computing lot area.
- (68) *Lot area* means the total area in a horizontal plane within the peripheral boundaries of a lot.
- (69) *Lot coverage* means the percent of the area of a lot occupied by buildings or structures, including accessory buildings or structures.
- (70) *Lot lines* means the peripheral boundaries of a lot as defined in this section.
- (71) *Lot width* means, for the purposes of this chapter, the width of a lot shall be the shortest distance between the side lines at the setback line.
- (72) *Meat locker* means an establishment which processes meat or meat food products for human consumption. Processes mean cutting, grinding, manufacturing, compounding, intermixing or preparing.
- (73) *Mobile home* means a vehicular structure manufactured and designed to be transported and towed upon a highway by a motor vehicle and equipped and used, or intended to be used, primarily for human habitation, including any additions, attachments, foundations and appurtenances.

- (74) *Mobile home park* means any lot on which two or more mobile homes are parked for the purpose of permanent habitation and including any associated service, storage, recreation and other community service facilities designed for the exclusive use of park occupants.
- (75) *Motel* means a ~~building or group of buildings containing rooms which are offered for compensation and the temporary accommodation of transients, and where there is no permanent occupancy of any unit, except by the owner or his agent or employees~~ hotel that furnishes on-premise parking for motor vehicles of guests as part of the room charge, without extra cost, and that is identified as a "motel" rather than a "hotel" at the request of the operator.
- (76) *Motor Vehicle* means any self-propelled land vehicle which can be used for towing or transporting people or materials, including but not limited to automobiles, trucks, buses, motorized campers, motorcycles, motor scooters, and tractors.
- (77) *Motor Vehicle Accessories* means any part or parts of any motor vehicle.
- (78) *Motor freight terminal* means a building or area in which freight brought by motor truck is assembled or stored for routing in intrastate and interstate shipment by motor truck.
- (79) *Nonconforming building or structure* means any building or structure which does not comply with all of the regulations of this chapter or of any amendment hereto governing bulk for the zoning district in which such building or structure is located.
- (80) *Nonconforming use* means any use of land, buildings or structures which does not comply with all of the regulations of this chapter or of any amendments thereto governing use for the zoning district in which such use is located. Also see subsection 70-7(c).
- (81) *Nonmetallic mineral* means a product, commodity or material consisting principally of natural occurring, organic or inorganic, nonmetallic, nonrenewable material. Nonmetallic minerals include, but are not limited to: stone, sand, gravel, asbestos, beryl, diamond, clay, coal, feldspar, peat, talc and topsoil
- (82) *Nonmetallic mining* means the following:
- a. Operations or activities at a nonmetallic mining site for the extraction from the earth of mineral aggregates or nonmetallic minerals for sale or use by the operator. Nonmetallic mining includes use of mining equipment or techniques to remove materials from the in-place nonmetallic mineral deposit, including drilling and blasting, as well as associated activities such as excavation, grading and dredging. Nonmetallic mining does not include removal from the earth of products or commodities that contain only minor or incidental amounts of nonmetallic minerals, such as commercial sod, agricultural crops, ornamental or garden plants, forest products, Christmas trees or plant nursery stock.

- b. Processes carried out at a nonmetallic mining site that are related to the preparation or processing of the mineral aggregates or nonmetallic minerals obtained from the nonmetallic mining site. These processes include, but are not limited to: stockpiling of materials, blending mineral aggregates or nonmetallic minerals with other mineral aggregates or nonmetallic minerals, blasting, grading, crushing, screening, scalping and dewatering.

(83) *Nonmetallic mining refuse* means waste soil, rock and mineral, as well as other natural site material resulting from nonmetallic mining. Nonmetallic mining refuse does not include marketable byproducts resulting directly from or displaced by the nonmetallic mining that are scheduled to be removed from the nonmetallic mining site within a reasonable period of time after extraction.

(84) ~~Nonmetallic~~ *Nonmetallic mining site* means all contiguous areas of present or proposed mining described as:

- a. The location where nonmetallic mining is proposed or conducted.
- b. Storage and processing areas that are in or contiguous to areas excavated for nonmetallic mining.
- c. Areas where nonmetallic mining refuse is deposited.
- d. Areas affected by activities such as the construction or improvement of private roads or haulage ways for nonmetallic mining
- e. Areas where grading and regading is necessary.
- f. Areas where nonmetallic mining reclamation activities are carried out or structures needed for nonmetallic mining reclamation, such as topsoil stockpile areas, revegetation test plots or channels for surface water diversion are located.

(85) *Nursery* means any building or lot, or portion thereof, used for the cultivation or growing of plants and including all accessory buildings.

(86) *Nursery school* means any building used routinely for the daytime care and education of preschool age children and including all accessory buildings and play areas, other than the child's home or the homes of relatives or guardians.

(87) *Park, public*, means an area owned and operated by the state, county or municipality within the county, operated for the convenience and recreation of the public and containing such facilities as the owning government may see fit.

(88) *Parking lot* means a lot where automobiles are parked or stored temporarily for public use whether free, for compensation or as an accommodation for clients or customers but not

including the wrecking of automobiles or other vehicles or storage for purposes of repair or wrecking.

- (89) *Parking space* means an off-street space available for the parking of a motor vehicle and which is held to be an area containing 200 square feet and nine feet wide (nine feet by 22 feet), exclusive of passageways and driveways appurtenant thereto and giving access thereto.
- (90) *Permanent Habitation* means more than 14 days of occupancy within a calendar year.
- (91) *Planned unit development* means a tract of land of at least five acres which contains or will contain two or more principal buildings, developed under single ownership or control; the development of which is unique and of substantially different character than that of surrounding areas.
- (92) *Professional home offices* means residences of doctors of medicine, practitioners, dentists, clergymen, architects, landscape architects, professional engineers, registered land surveyors, lawyers, artists, teachers, authors, musicians or other recognized professions, used to conduct their professions where the office does not exceed one-half the area of only one floor of the residence and only one nonresident person is employed.
- (93) *Property lines* means the lines bounding a tract of land in single ownership.
- (94) *Public way* means any sidewalk, street, alley, highway or other public thoroughfare.
- (95) *Railroad right-of-way* means a strip of land with tracks and auxiliary facilities for track operation, but not including freight depots or stations, loading platforms, train sheds, warehouses, car or locomotive shops or car yards.
- (96) *Recreational camp* means an area containing one or more permanent buildings used occasionally or periodically for the accommodation of members of associations or groups for recreational purposes.
- (97) *Recreational vehicle (RV)* means a vehicular portable structure designed as a temporary dwelling for travel, recreation and vacation use, which does not fall within the definition of mobile homes.
- (98) *Recreational vehicle (RV) camp* means any park, court, campsite plot or parcels or tracts of land used to park camping type units of any nature and not used as permanent residence.
- (99) *Recycling drop-off station* means a facility consisting of appropriate storage containers designed to accept a limited volume of recyclable materials from households, including aluminum food and beverage containers, glass food and beverage containers, magazines or other materials printed on similar paper, newspapers or other material printed on newsprint, kraft paper (e.g. grocery bags), corrugated cardboard, office paper, plastic food and beverage containers, steel or bimetal food or beverage containers, and waste tires, that are intended to be stored temporarily in the containers provided before being taken to a resource recovery facility or

resource recovery processing facility. Sorting, shredding, crushing, baling or other separation, other than that required by residents using a municipal recycling drop-off station to separate recyclable materials for placement in appropriate containers, shall be prohibited.

- (100) *Registered geologist* means a person who is registered as a professional geologist pursuant to Wis. Stats. §§ 443.037 and 443.09.
- (101) *Registered professional engineer* means a person who is registered as a professional engineer pursuant to Wis. Stats. §§ 443.04 and 443.09.
- (102) *Rendering plant* means a plant for the reduction of dead animals, or slaughtered animals not suitable for human consumption to byproducts such as hide, skin, grease, bones, glue, soap and for the storage of such byproducts.
- (103) *Resource recovery facility* means a building in which collected recyclables from residential and commercial sources, including aluminum food and beverage containers, glass food and beverage containers, magazines or other materials printed on similar paper, newspapers or other material printed on newsprint, kraft paper (e.g. grocery bags), corrugated cardboard, office paper, plastic food and beverage containers, steel or bimetal food or beverage containers, or other incidental recyclable items that may be delivered from time to time provided no dismantling is necessary according to market requirements and in which the incoming recyclables are sorted, shredded, crushed, baled or otherwise separated using equipment, for later shipment to markets. All activities that take place at a resource recovery facility shall take place inside the building, including the storage of recyclables. Dismantling, salvaging, crushing, or storage of motor vehicles, machinery, or appliances, or the processing or storage of putrescible, hazardous or toxic wastes are prohibited.
- (104) *Restaurant* means a space within a suitable building provided with adequate and sanitary kitchen equipment, approved by the state board of health and a dining room of related capacity, having employees for preparing, cooking and servicing suitable food.
- (105) *Right-of-way line* means the dividing line between a highway and the abutting lots or other divisions of land.
- (106) *Roadside stand* means a structure having a ground area of not more than 300 square feet, not permanently fixed to the ground, readily removable in its entirety, not fully enclosed and to be used solely for the sale of farm or garden products produced on the premises.
- (107) *Rooming unit* means any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping but not for cooking or eating purposes.
- (108) *Rooming house, Tourist* as defined in Wis Stats. § 97.01 (15k) means any lodging place or tourist cabin or cottage where sleeping accommodations are offered for pay to tourists or transients. "Tourist rooming house" does not include: (a) a private boarding or rooming house, ordinarily conducted as such, not accommodating tourists or transients, (b) a hotel, or (c) bed and breakfast establishments.

- (109) Tourist or Transient means a person who travels to a location away from ~~his or her~~their permanent address for a short period of time for vacation, pleasure, recreation, culture, business or employment.
- (110) *School, commercial*, means a school limited to special instruction, such as business, art, music, trades, handicraft, dancing or riding.
- (111) *Setback* means the minimum horizontal distance, measured at right-angles from ~~the front line of the lot, the~~ right-of-way lines, property lines or buildings or structures of the highway or the centerline of the highway, as designated, to the front wall of the building, exclusive of permitted projections. The setback shall be measured at right angles to such front lot line, right-of-way line or centerline of the highway.
- (112) *Setback lines* means lines established ~~adjacent to highways for the purpose of defining limits within which no building or structure or any part thereof shall be erected or permanently maintained, except as shown therein. The phrase "within a setback line" means between the setback line and the highway right-of-way~~ parallel to the right-of-way lines, lot lines or water bodies for the purpose of defining limits in which structures, buildings or uses must be constructed, maintained or confined.
- (113) *Shopping center* means a group of stores planned and designed for the site on which it is built, functioning as a unit, with off-street parking provided on the property as an integral part of the unit. (See *Planned unit development*)
- (114) *Sign* means anything erected, hung, suspended, painted or attached to any other structure, carrying words, letters, figures, phrases, sentences, names, designs, trade names or trademarks or any other devices placed so as to be visible from a street or highway and calling attention to a business, trade, profession, commodity, product, person, firm or corporation.
- (115) *Slaughterhouse* means any building or premises used commercially for the killing, processing or dressing of cattle, sheep, swine, goats or horses for consumption and the storage, freezing and curing of meat and the preparation of meat products.
- (116) *Story* means that portion of a building included between the surface of any floor and the surface of the floor next above it, or, if there is no floor above it, then the space between such floor and the ceiling next above it.
- (117) *Story, half*, means a story under a gable, hip or gambrel roof, the wall plates of which, on at least two opposite exterior walls, are not more than two feet above the floor of such story.
- (118) *Street* means a public or private thoroughfare which may either provide the principal means of pedestrian and vehicular access to abutting property or may provide for the movement of pedestrian or vehicular traffic or both.

- (119) *Street, arterial*, means a public street or highway intended to be used primarily for fast or heavy through traffic. Arterial streets and highways shall include freeways and expressways, as well as major thoroughfares, highways and parkways.
- (120) *Structural alterations* means any change in the supporting members of a structure such as bearing walls, columns, beams or girders, foundations and poles.
- (121) *Structure* means anything constructed or erected, the use of which requires location on the ground or that it be attached to something having a location on the ground but not including utility lines and their normal accessory equipment.
- (122) *Survey, certified* means a certified survey map of not more than four parcels of land which shall be recorded in the office of the register of deeds of the county and which shall meet the requirements of Wis. Stats. § 236.34.
- (123) *Temporary structure* means a movable structure not designed for human occupancy which may be used for protection of goods or chattels.
- (124) *Transportation Standards* means Wisconsin State Statutes, Wisconsin Administrative Codes, Wisconsin Department of Transportation Construction Standards and Facilities Design Manual, American Association of State Highway and Transportation Officials (AASHTO) publications and Institute of Transportation Engineers (ITE) publications.
- (125) *Use* means the use of property is the purpose or activity for which the land or building thereon is designed, arranged or intended, or for which it is occupied or maintained and shall include any manner of standards of this chapter.
- (126) *Use, accessory*, means a use subordinate in nature, extent or purpose to the principal use of a building or lot.
- (127) *Use, approved*, means a use which may be lawfully established in a particular district or districts, provided it conforms with all requirements, regulations and performance standards (if any) of such districts.
- (128) *Use, Conditional*, means the use of property, including the size, use and location of buildings, the size of lots and the dimensions of required yards, otherwise not allowable under the terms of this chapter, which is permissible by reasons of special provisions of the chapter, or for which a special permit may be issued by the Committee, under conditions specified in this chapter
- (129) *Use, principal*, means the main use of land or buildings as distinguished from a subordinate or accessory use. A principal use may be an approved use or a conditional use.
- (130) *Variance* means a departure from the terms of this chapter as applied to a specific building, structure or parcel of land, which the board of adjustment may permit, contrary to the regulations of this chapter for the district in which such building, structure or parcel of land is located, when the board of adjustment finds that a literal application of such regulation will

affect a limitation on the use of the property which does not generally apply to other properties in the same district and for which there is no compensating gain to the public health, safety or welfare.

- (131) *Vision clearance* means an unoccupied triangular space at the intersection of highways or streets with other highways or streets or at the intersection of highways or streets with railroads. Such vision clearance triangle shall be bounded by the intersecting highway, street or railroad right-of-way lines by measurement from their intersection as specified in this chapter.
- (132) *Water quality management area* means any of the following:
- The area within 1,000 feet from the ordinary high-water mark of navigable waters that consists of a lake, pond or flowage, except that, for a navigable water that is a glacial pothole lake. The term "water quality management area" means the area within 1,000 feet from the high-water mark of the lake.
 - The area within 300 feet from the ordinary high-water mark of navigable waters that consist of a river or stream.
 - A site that is susceptible to groundwater contamination or that has the potential to be a direct conduit for contamination to reach groundwater.
- (133) *Yard* means an open space on the same lot with a structure, unoccupied and unobstructed from the ground upward, except for vegetation as permitted, and except for permitted accessory buildings in rear yards.
- (134) *Yard, front*, means a yard extending across the full width of a lot, ~~having a depth equal to the minimum horizontal distance between the front property line and the nearest point of the principal structure, excluding permitted projections and the nearest point of a building or structure, excluding such projections as are permitted in the this chapter.~~ A lot abutting two intercepting or intersecting streets shall have two front yards, one side yard and one rear yard. A lot which is surrounded by public road right-of-ways on three sides will have three front yards.
- (135) *Yard, rear*, means a yard, ~~unoccupied except by accessory buildings, extending from the rear line of the main building to the rear lot line for the entire~~ across the full width of the lot ~~between the rear lot line and the nearest part of a building or structure, excluding such projections as are permitted in this chapter.~~ On all lots with access to one street, the rear yard shall be opposite a front yard. A lot abutting two intercepting or intersecting streets shall have two front yards, one side yard and one rear yard. ~~A lot which is surrounded by public road right-of-ways on three sides will have three front yards and no rear yard.~~
- (136) *Yard, side*, means a yard ~~or open space on each~~ side of the main building or structure and the side lot line of the lot, and extending from ~~the side lot line the required front yard to the required rear yard,~~ to the side wall of the building or structure, exclusive of permitted ~~excluding such projections and from the front yard to the rear yard, when an accessory building is~~

~~constructed as part of the main building or constructed on one side of the main building, the side yard requirements shall be the same for the accessory building as required for the main building~~as are permitted in this chapter. A lot abutting two intercepting or intersecting streets shall have two front yards, one side yard and one rear yard. A lot which is surrounded by public road right-of-ways on three sides shall have three front yards and one side yard.

- (137) *Youth camps.* See *Recreational camps.*
- (138) *Zoning district* means an area or areas for which the regulations and requirements governing use, lot and bulk of buildings and premises are uniform.
- (139) *Zoning permit* means a permit stating that the purpose for which a building or land is to be used is in conformity with the uses permitted and all other requirements under this chapter for the zone in which it is located.

(Code 1980, § 17.07, Ord. 10-11, 01-10-12; Ord. 02-18, 06-12-18; Ord. No. 08-24, 07-09-2024)

Secs. 70-9--70-30. Reserved.

ARTICLE III. DISTRICTS

Sec. 70-63 Zoning Schedule of Dimensional Requirements

For buildings hereafter erected, converted in use, enlarged, moved or structurally altered, the building height limit, minimum dimension of yards, minimum area and width of lots shall comply with the following requirements:

(TABLE ON NEXT PAGE)

Zoning Schedule of Dimensional Requirements – TABLE

Dimensional Requirements	CON	REC	R1	R2	R2-TH	R3	AG	LC	HC	IND
Building height	35 ft	35 ft	35 ft	35 ft	35 ft	45 ft	45 ft	45 ft	75 ft	75 ft
Minimum Lot Area										
Without public sewer	5 Acres	30,000 ft ²	20,000 ft ²	20,000 ft ²	10,000 ft ² per side	20,000 ft ²	1.5 acres	20,000 ft ²	20,000 ft ²	1 acre
With public sewer			10,000 ft ²	10,000 ft ²	10,000 ft ² per side	10,000 ft ²		10,000 ft ²	10,000 ft ²	
Minimum Lot Width										
Without public sewer	150 ft	150 ft	100 ft	100 ft	50 ft per side	100 ft	150 ft	100 ft	100 ft	150 ft
With public sewer			70 ft	70 ft	50 ft per side	70 ft		70 ft	70 ft	
Side Yard										
Principal Single side	20 ft	20 ft	10 ft	10 ft	10 ft	10 ft	20 ft	10 ft	10 ft	20 ft
Shared Property Line	NA	NA	NA	NA	0 ft	NA	NA	NA	NA	NA
Accessory building	20 ft	20 ft	10 ft	10 ft	10 ft	10 ft	15 ft	10 ft	10 ft	15 ft
Rear Yard										
Principal Building	40 ft	40 ft	25 ft	25 ft	25 ft	25 ft	40 ft	25 ft	25 ft	40 ft
Accessory Building	20 ft	20 ft	10 ft	10 ft	10 ft	10 ft	20 15 ft	15 10 ft	15 10 ft	20 15 ft

Note 1: Road setbacks are found in section 70-109.

Note 2: Non-conforming lot requirements are found in section 70-111.

Note 3: All of the setback requirements are in feet, while the required lot area is square feet, unless duly noted.

Note 4: See the individual zoning districts and 70-106 and 70-107 for additional height and setback restrictions and/or regulations.

See each district section for exceptions to the standards in this section.

(Code 1980, § 17.22) (Ord. 06-15, 01-12-2016)

Sec. 70-70 Residential 3 District (R3)

Specified uses. In the residential 3 district no building shall be erected, moved or structurally altered after the effective date of the ordinance from which this chapter is derived, unless otherwise provided in this chapter, except for one or more of the following specified uses:

(a) *Approved use.* The following are approved uses in the residential 3 district.

(1) Any use permitted in the residential 2 district. The use shall be in keeping with the conditions, if any, set forth in section 70-69 for the residential 2 district.

(2) ~~Multiple-family dwellings with a maximum of four (4) dwelling units. An additional 3,000 square feet of buildable land shall be required for each dwelling unit of a multi-family dwelling that exceeds two (2) dwelling units.~~

~~a. An additional 3,000 square feet of land shall be provided for each dwelling unit above two.~~

~~(3) Lodging houses and boardinghouses.~~

(43) Private clubs and fraternities, except those whose principal activity is a service customarily carried on as a business.

(54) Signs as permitted in article IV, division 3 of this chapter.

(b) *Conditional Uses.* The following uses shall be conditional uses in the Residential 3 District when the location of each shall have been approved by the Committee following a public hearing pursuant to Section 70-108.

(1) ~~Multiple-family dwellings with five (5) or more dwelling units. An additional 3,000 square feet of buildable land shall be required for each dwelling unit of a multi-family dwelling that exceeds two (2) dwelling units.~~

(2) ~~Boarding Houses.~~

(43) Mobile home parks are permitted if approved by the Committee after public hearing and in keeping with subsection 70-71(b)(10)a.

(24) Hospitals may be permitted if the establishment, having up to ten patients, client or guest rooms, has a lot area of not less than 30,000 square feet and that all yards except the front yard shall be not less than two times the width or depth otherwise required by this section for residential buildings; provided further, that for each five such rooms in addition to the first ten, the area shall be increased by 4,000 square feet, but in no case shall a lot area of more than 100,000 square feet be required.

(c) *Dimensional requirements.* See section 70-63.

(d) *Highway setback lines.* See section 70-109.

(e) *Off-street parking and loading areas.* See section 70-110.

(f) *Substandard lots.* See section 70-111.

(Code 1980, § 17.27)

Sec. 70-71 Agricultural District (AG)

In the agricultural district no building or premises shall be used and no building shall be erected, moved or structurally altered after the effective date of the ordinance from which this chapter is derived, unless otherwise provided in this chapter, except for one or more of the following uses:

- (a) *Approved use.* The following are approved uses in the agricultural district:
- (1) General farming, including dairying livestock and poultry raising, nurseries, greenhouses and other similar enterprises or uses, except fur farms and farms operated for the disposal or reduction of garbage, sewage and rubbish.
 - a. New or existing livestock operations which will house up to 649 animal units shall not require a zoning permit. However, the following requirements shall be met:
 1. Livestock operations shall be in conformance with provisions of chapter 62, article IV, division 4 of this Code.
 2. Livestock operations shall meet minimum statutory prohibitions for nonpoint source pollution control as follows:
 3. A livestock operation may have no overflow of manure storage structures.
 4. A livestock operation may have no unconfined manure pile in a water quality management area.
 5. A livestock operation may have no direct runoff from a feedlot or stored manure into the waters of the state.
 6. A livestock operation may not allow unlimited access by livestock to waters of the state in a location where high concentrations of animals prevent the maintenance of adequate sod cover.
 7. Requirements of Wisconsin Administrative Code NR 151 and Wisconsin State Statutes 281.
 - (2) Single Family Dwellings.
 - (3) Additional dwelling units for a parent or child of a farmer, or persons earning a substantial part of their livelihood on the farm. The additional dwelling(s) must meet all applicable setback, lot size and spacing requirements in case it is sold in the future.

- (4) Telephone, power transmission towers, poles and lines including transformers, substations, relay stations, equipment and television stations and transmission towers and microwave relay towers.
- (5) Roadside stands provided that there shall not be more than one stand on any single premises.
- (6) Signs as permitted in article IV, division 3 of this chapter.
- (7) Sawmills, provided that the location of any sawmill on the same premises is less than ten days, excluding portable sawmills.
- (8) Single-family mobile homes. Such home shall be connected to an acceptable water supply and separate and individual private wastewater facilities. See section 70-101.
- (9) Accessory structures utilized solely in the business of agriculture, farm or farming, including but not limited to barns, equipment storage sheds, plant greenhouses and stables.
- (10) Any non-commercial activity, which does not last longer than 96 hours, such as but not limited to: graduation parties, family reunions and picnics, and weddings.
- (11) Agricultural-related businesses
- (12) Recycling drop-off Station this is maintained and operated by the township or county.
- (13) Outdoor Storage of ~~low explosives~~1.3g Display Fireworks (formerly known as Class B), on the condition that all of the following requirements are met:
 - a. The outdoor storage is an accessory use to the principal residential structure on the property. The intent is to allow a property owner the ability to store fireworks on their property as long as they are "living" on the property. This provision is not meant to allow a property owner to have a vacant parcel of land whereby they can place a structure for the storage of ~~low explosives~~1.3g Display Fireworks.
 - b. Written approval from the town in which the storage is proposed is submitted to the Department.
 - c. Written approval from the Bureau of Alcohol, Tobacco, Firearms & Explosives detailing the type of structure and the minimum setback requirements to structures and property lines is submitted to the Department.
 - d. Setbacks for the placement of any structure for the outdoor storage of ~~low explosives~~1.3g Display Fireworks comply with local, county, state and federal law.

- (b) *Conditional uses.* The following uses shall be conditional uses in the Agricultural District when the location of each such use has been approved by the Committee following a public hearing pursuant to Section 70-108).
- (1) Junk or salvage yards. See article IV, division 2 of this chapter.
 - (2) Non-Metallic Mining. See Division 5 of this chapter.
 - (3) Saw mills. See subsection 70-71(a)(7) of this section.
 - (4) Aircraft landing fields. Including the location on such fields of buildings related to the operation, storage or maintenance of aircraft. All aircraft landing fields shall take into consideration safety zones as set forth in subsection 70-106(d).
 - (5) Contractor's storage yards. Any such yard shall be placed or screened by plantings or fences as not to be visible from any public highway or any residential building other than that of the owner of such yard, ~~his~~their agent or employee.
 - (6) Power plants and flowage areas. As allowed upon consideration of the Department of Natural Resources and the soil conservation service.
 - (7) Drive-in theaters. Provided the following requirements are met:
 - a. There shall be no direct entrance to or exit from such drive-in theater and any federal, state or county highway.
 - b. No parking shall be permitted on any street or highway on which a drive-in theater abuts or on any street or highway connecting with an abutting street or highway anywhere within one-half mile of an entrance to or exit from such drive-in theater.
 - c. There shall be a distance of not less than one-quarter mile between the boundary of any residential district and the nearest point on the boundary of such drive-in theater site, measured in a straight line.
 - (8) Fur farms and pea vineries. When located not less than 1,000 feet from any residential building, other than that of the owner of the premises, ~~his~~their agents or employees and not less than 500 feet from the right-of-way line of any federal, state and county trunk highway provided that this regulation shall not apply to portable pea vineries where there is no stacking of the vines.
 - (9) Animal hospitals, veterinary clinics and kennels. When located not less than 500 feet from any residential building other than that of the owner of such kennels, ~~his~~their agent or employee.

(10) Mobile home parks and recreational vehicle camps. The following requirements shall be met:

a. Mobile home park provided as follows:

1. The minimum size of a mobile home park shall be five acres.
2. The maximum number of mobile homes shall be eight per acre.
3. The minimum dimensions of a mobile home site shall be 50 feet wide by 100 feet long.
4. All drives, parking areas and walkways shall be hard surfaced or graveled, maintained in good condition, have natural drainage and all driveways shall be lighted at night.
5. In addition to the requirements of highway setback of this chapter, there shall be a minimum setback of 40 feet from all other lot lines.
6. The parks shall conform to the requirements of Wis. Admin. Code ATP125, which shall apply until amended and then apply as amended.
7. No mobile home site shall be rented for a period of less than 30 days.
8. Each mobile home site shall be separated from other mobile home sites by a yard not less than 15 feet wide.
9. There shall be two surfaced automobile parking spaces for each mobile home.
10. Unless adequately screened by existing vegetation cover, the mobile home park shall be screened by a planting of fast-growing vegetation, capable of reaching a height of 15 feet or more, the individual trees to be such number and so arranged that within ten years they will have formed a screen equivalent in capacity to a solid fence or wall. Such permanent planting shall be grown or maintained to a height of not less than 15 feet.

b. Recreational Vehicle (RV) camps provided as follows:

1. The minimum size of a RV camp shall be five acres.
2. The maximum number of RVs shall be 15 per acre.
3. Minimum dimensions of a RV site shall be 25 feet wide by 40 feet long.

4. Each RV site shall be separated from other RV sites by a yard not less than 15 feet wide.
 5. There shall be 1 1/2 automobile parking spaces for each RV site.
 6. In addition to the requirement of highway setback of this chapter, there shall be a minimum setback of 40 feet from all other exterior lot lines.
 7. It shall conform to the requirement of Wis. Admin. Code HFS ch. 178 which shall apply until amended and then apply as amended.
 8. The screening provisions for mobile home parks are met.
- (11) Garbage and refuse disposal sites provided as follows:
- a. The sites shall have clearly defined boundaries at the time of issuing a permit.
 - b. The site shall be screened so that the salvage materials are not visible from other property in the vicinity or from a public right-of-way such as roads, streets and highways or waterways.
 - c. The site shall not be located within 5 miles of the boundary of any residential district or any incorporated city or village, nor within 5 miles of any other residences, nor within 1,200 feet of the right-of-way of any federal, state, county or town highway.
 1. All such sites shall have minimum front, side and rear yards of 1,200 feet each.
 2. No location permit shall be issued without approval of the County and Town Board.
- (12) Sale barns. Provided that no sale barn be located within one-half mile of the boundary of any residence district or any incorporated city or village, nor within one-quarter mile of any other residence except that of the owner of the property on which such sale barn is located or ~~his~~their agent, nor within 500 feet of the right-of-way line of any federal, state or county trunk highway.
- (13) Slaughterhouses shall be located not less than 1,000 feet from any residential building other than that of the owner of the premises, ~~his~~their agent or employee.
- (14) Creameries, dairies, cheese factories.
- (15) Mixing construction materials. Mixing of concrete, asphalt hot mix or other related materials.

- (16) A new or existing livestock operation, which houses or expands to house 650 or more animal units.
- (17) Manmade ponds. Construction/use of manmade ponds over one acre or combined to be over one acre, except agricultural activities, including, but not limited to, cranberry bogs, commercial fish farming, livestock watering holes, and ponds established by non-metallic mining activities, are exempt. It shall be the responsibility of the petitioner to submit sufficient evidence to satisfy the following concerns: pollution to groundwater, drainage and flood protection, and depletion of groundwater, safety, aesthetics, traffic, noise and restoration of the site. The Committee may require documentation of other concerns which may be brought up during the public hearing.
 - a. Facilities that are approved in stormwater management plans are exempt from the provisions of this section.
 - b. The property owner must retain ownership of a minimum of 10 adjacent acres of property for every one acre of water and the property required shall be located around the entire manmade pond.
- (18) Hatcheries

- (c) *Dimensional requirements.* See section 70-63.
- (d) *Highway setback lines.* See section 70-109.
- (e) *Off-street parking and loading area.* See section 70-110.
- (f) *Substandard lots.* See section 70-111.

(Code 1980, § 17.29; Ord. No. 08-02, § 2(17.29), 07-09-2002; Ord. No. 01-04, § 1, 03-09-2004)

Sec. 70-72 Local Commercial District (LC)

In the local commercial district, no building or premises shall be used and no building shall be moved, erected or structurally altered after the effective date of the ordinance from which this chapter is derived unless otherwise provided in this chapter except for one or more of the following specified uses:

- (a) *Approved uses.* The following are approved uses in the local commercial district:
 - (1) One dwelling unit on the premises in connection with a permitted use for the owner or his-their agent.
 - (2) Small retail stores and shops such as: art shops, clothing, drug, grocery, fruit, meat, vegetables, confectionery, hardware, sporting goods, stationery, music, variety and notion stores, household appliances and small service businesses such as stores and

shops for barbers, beauticians, florists, jewelers, watchmakers, locksmiths, painters, plumbers, shoemakers, tailors, dressmakers, pressers, photographers.

- (3) Signs as permitted in article IV, division 3 of this chapter.
- (4) Offices and office buildings for business and professional firms including banks, medical and dental offices and public and public utility offices.

(5) Churches.

(6) Public and private schools.

- ~~(57)~~ Cleaning, dyeing and laundry pickup stations and self-service laundries and cleaning shops.

- ~~(68)~~ Bakeries, confectioneries, ice cream and soft drink shops, but with food preparation limited to that for on-site sale and consumption.

- ~~(79)~~ Restaurants.

- ~~(810)~~ Frozen food or meat lockers for service to families and individuals.

- ~~(911)~~ Liquor stores selling only packaged goods.

- ~~(1012)~~ Radio (AM or FM) or television broadcasting stations and transmitters and microwave radio relay structures.

- ~~(1113)~~ Clubs, lodges, and meeting rooms with seating capacities less than 300 persons.

- ~~(1214)~~ Telephone exchanges and accessory service garage and storage yards.

(15) Animal Hospitals or Veterinary Clinics and kenneling for patients.

- ~~(1316)~~ Telephone, electric power and oil and gas distribution lines and necessary appurtenant equipment housings.

- ~~(1417)~~ Other retail stores and shops and small service businesses catering to neighborhood patronage, including only those deemed to be as appropriately located in local commercial districts as those enumerated above and only those not dangerous or otherwise detrimental to persons residing or working in the vicinity thereof, or to the public welfare and not impairing the use, enjoyment or value of any property.

- (b) *Conditional Uses.* The following uses shall be conditional uses in the Local Commercial District when the location of each shall have been approved by the Committee following a public hearing pursuant to Section 70-108.

- (1) Hotels and Motels.
- (2) Drive-in restaurants and refreshment stands.
- (3) Gasoline service stations, repair garages and shops for motor vehicles, including parking, storage, repair, maintenance and washing of vehicles and parts, but excluding sand or steam cleaning and manufacture of vehicles and parts.
- (4) Auto-wash, except steam.
- (5) Commercial recreation uses.

(6) Two (2) or more apartments as a secondary use on a non-ground floor level and providing each apartment has a minimum residential floor area of 400 square feet.

(c) *Dimensional requirements.* See section 70-63.

- (1) Additional standards for side yards are as follows:
 - a. There shall be a side yard of not less than 15 feet wide along the side of any lot in the local commercial district which abuts the side lot line of a lot in a residential district and is not separated there from by a street or alley.
 - b. Buildings on abutting lots may be constructed with a common wall or with walls contiguous to one another.

(d) *Highway setback lines.* See section 70-109.

(e) *Off-street parking and loading areas.* See section 70-110.

(f) *Substandard lots.* See section 70-111.

(g) *Commercial Screening Regulations.* See section 70-113.

(h) *Commercial Lighting Regulations.* See section 70-114.

(Code 1980, § 17.30)

Sec. 70-73 Highway Commercial District (HC)

In the highway commercial district, no building or premises shall be used and no building shall be erected, moved or structurally altered after the effective date of the ordinance from which this chapter is derived, unless otherwise provided in this chapter, except for one or more of the following uses:

- (a) *Approved uses.* The following are approved uses in the highway commercial district:

- (1) Uses permitted in the local commercial district, including ~~those requiring approval of the Committee in such district~~ the conditional uses as listed in 70-72 (B)(1) through (B)(5).
- (2) Automobile display and salesroom, parking lots and structures and when accessory thereto, the retail sale of automobile parts and accessories and the washing, cleaning, greasing and servicing of automobiles, including minor adjustments, repairs, overhauling and rebuilding, but not demolition.
- (3) Bars, taverns, nightclubs.
- (4) Boat and mobile home salesrooms and lots.
- (5) Cleaning, laundering and dyeing plants.
- (6) Department stores.
- (7) Engraving, photoengraving, photofinishing, lithographing, printing, publishing and bookbinding plants.
- (8) Household appliance and equipment repair shops.
- (9) Laboratories; medical, dental and optical; other laboratories of non-hazardous or inoffensive operations when accessory to permitted uses.
- (10) Loft buildings and mini-warehouses.
- (11) Music conservatories, dancing studios.
- (12) Paint shops, including sign and other painting.
- (13) Retail, wholesale and jobbing businesses.
- (14) Tire repair shops.
- (15) Used car, farm implement sales lots.
- (16) Signs as permitted in article IV, division 3 of this chapter.
- (17) Other retail, wholesale or services considered to be as appropriate and desirable for inclusion within the highway commercial district as those permitted above and which will not be dangerous or otherwise detrimental to persons residing or working in the vicinity thereof or to the public welfare and will not impair the use, enjoyment or value of any property.
- (18) Any of the following uses are excluded from the highway commercial district:

- a. Any use permitted in only the industrial district, including uses permitted only with Committee approval.
 - b. Automobile wrecking yards, junkyards, public dumping grounds.
 - c. Manufacturing and processing other than accessory uses customarily incidental to permitted retail, wholesale and service uses.
 - d. Any use which is objectionable by reason of emission of odor, dust, smoke, gas, vibration or noise, or because of subjection of life, health or property to hazard.
- (b) *Conditional Uses.* The following uses shall be conditional uses in the Highway Commercial District only when the location of each shall have been approved by the Committee following a public hearing pursuant to Section 70-108.
- (1) Bottling works bottling nonalcoholic beverages.
 - (2) Bottle gas storage for local distribution.
 - (3) Bus, taxi and truck terminals, and storage; railroad lines, spurs and passenger terminals.
 - (4) Dairies, ice cream plants.
 - (5) Drive-in movies.
 - (6) Ice plants, cold storage plants.
 - (7) Mortuaries.
 - (8) Recycling drop-off station.
 - (9) Resource Recovery Facility.
 - (10) Two (2) or more apartments as a secondary use on a non-ground floor level and providing each apartment has a minimum residential floor area of 400 square feet.
- (c) *Dimensional requirements.* See section 70-63.
- (d) *Highway setback lines.* See section 70-109.
- (e) *Off-street parking and loading area.* See section 70-110.
- (f) *Substandard lots.* See section 70-111.
- (g) *Commercial Screening Regulations.* See section 70-113.

(h) *Commercial Lighting Regulations.* See section 70-114.

(Code 1980, § 17.31)

Cross references: Businesses, ch. 14.

Sec. 70-76 Planned Unit Development District (PUD)

The PUD district is intended to provide for ~~large-scale~~ mixture of residential or ~~residential/recreational-commercial~~ development on a parcel or parcels of land. This district shall have no definite boundaries until such are approved by the County Board on the recommendation of the Committee in accordance with ~~procedures prescribed for zoning amendments by Wis. Stats. § 59.69~~ section 70-36 of this ordinance. ~~Plans for the proposed development shall be submitted in duplicate, and shall show the location, size and proposed use of all structures and land included in the areas involved. The plans may provide for a combination of single and multifamily development as well as related commercial uses, provided that the plans indicate that:~~ All buildings and lots in the PUD district shall conform to the appropriate underlying zoning district requirements, including the requirement for applying for and receiving approval for conditional use permits.

- (a) To protect the value of neighboring buildings or uses, the Committee may attach reasonable conditions and safeguards that are consistent with the general purpose and intent of this chapter when approving the Final Development Plan.
- (b) The approved zoning classification or classifications of the land included within the PUD shall be recognized by the addition of "PUD" to the applicable zoning classifications. As an example, the residential zoning districts of R1, R2 and R3, if included within a PUD, would be labeled as PUD-R1, PUD-R2 and PUD-R3. The commercial zoning districts of LC and HC, if included within the PUD, would be labeled as PUD-LC and PUD-HC. Each approved zoning classification shall be on individual lots within the PUD.
- (c) A Development plan shall be submitted a part of the request to rezone the parcel or parcels of land into a PUD. At a minimum, the Development Plans shall show the following:
 - ~~(a)~~ A single area of at least five acres is involved.
 - ~~(b1)~~ Each residential building and lot in the district shall conform to the appropriate residential district requirements and each commercial building and lot shall conform to the appropriate commercial district requirements. The location, size and proposed use of all structures and land to be included in the PUD district.
 - (2) Sufficient information to indicate that all applicable zoning ordinance requirements shall be met.
 - ~~(c3)~~ Adequate improvements to existing public streets as determined to serve the needs of the area involved shall be provided, if required.

- (d4) Adequate access to existing public streets and proper internal circulation ~~shall be provided for the development and emergency services.~~
- (e5) Adequate ~~sewer-septic, and drinking water, stormwater or other applicable~~ facilities ~~shall be provided.~~
- (6) Any additional items as requested by the town or the Committee to be incorporated into the Final Development Plan.
- (e) The property owner shall record the Final Approved Development Plan, including all approved conditions, in the Chippewa County Register of Deeds Office within 30 days of final approval. If the Final Development Plan is not recorded within said timeframe, the Final Development Plan shall be voided.
- (f) Amendments to Final Development Plan.
 - (1) After approval of the Final Development Plan by the Committee, the property owner may seek amendments to the Final Development Plan as recorded, only if difficulties or significant changes in circumstances are encountered in constructing the PUD which could not have reasonably been foreseen, such as with terrain or soil conditions or other physical complications, or changing market conditions, new technologies or emerging design ideas.
 - (2) Minor changes in the location, siting, and height of buildings and structures, or reductions in project density or intensity may be authorized by the Committee without additional public hearings if required by engineering or other circumstances not foreseen at the time the Final Development Plan was approved. No change authorized by this subsection may cause any of the following:
 - a. A change in the use or character of the development.
 - b. An increase in overall coverage of structures.
 - c. An increase in the intensity of use.
 - d. An increase in the problems of traffic circulation and public utilities.
 - e. A reduction in approved open space.
 - f. A reduction of off-street parking and loading space.
 - g. A reduction in required pavement widths.
 - (3) All other proposed changes in use, or rearrangement of lots, blocks, and building tracts, or any proposed changes in the provision of common open spaces and changes other than listed above, must be approved by the Committee subject to the procedures

specified in section 70-36. Such amendments may be made only if they are shown to be required by changes in conditions that have occurred since the Final Development Plan was approved.

(g) Enforcement.

- (1) Violations of the Final Development Plan shall be subject to enforcement under the provisions of section 70-31.
- (2) The property owner shall begin construction of the PUD within 12 months following the date of the recording of the Final Development Plan. The Committee may grant, in writing, an extension of this time period of up to 12 months upon demonstration of good cause by the property owner. If the property owner fails to commence construction of the PUD within the specified time, the Committee shall proceed with actions as specified in subsection 4. hereinbelow.
- (3) If the PUD is to be developed in stages, then the property owner must begin the construction of each stage within the time limits specified in the Final Development Plan. Construction in each phase shall include all the elements of that phase specified in the Final Development Plan.
- (4) The Administrator shall periodically monitor the construction of the PUD, with respect to conformance with the Final Development Plan, start of construction and development phasing. If the Administrator finds that the property owner has failed or is failing to develop the PUD in conformance with the Final Development Plan; or that the property owner has failed to begin development within the specified time period; or that the property owner is not proceeding in accordance with the approved development phasing, with respect to either timing of construction or an approved mix of project elements, then the Administrator shall give written notice to the developer to appear before the Committee within 30 days to report on the status of the PUD. Upon review of the PUD, the Committee may extend the time for start of construction or the length of the time needed to complete a phase, recommend that the property owner amend the Final Development Plan subject to the procedures specified in section 70-36, or terminate the project and repeal the PUD.
- (5) In the event the Committee deems it necessary to terminate the project and repeal the PUD Final Development Plan, the termination shall be subject to the procedures in section 70-36.

(Code 1980, § 17.34)

Secs. 70-77--70-100. Reserved.

2. That these ordinance amendments shall take effect upon passage and publication.

Forwarded to the County Board by the Planning & Zoning Committee.

ORDINANCE TO AMEND SECTIONS 70-8, 70-63, 70-70 THROUGH 70-73, AND 70-76 OF THE CHIPPEWA COUNTY CODE OF ORDINANCES

1. That Sections 70-8, 70-63, 70-70 through 70-73, and 70-76 of the Chippewa County Code of Ordinances be amended as follows:

Chapter 70 ZONING

ARTICLE I. IN GENERAL

Sec. 70-8 Definitions

For the purposes of this chapter, certain terms are defined as follows: words used in the present tense include the future, words in the singular number include the plural number, and words in the plural number include the singular number. The word "building" includes the word "structure" and the word "shall" is mandatory and not directory. The word "person" includes an individual, all partnerships, associations, and bodies politic and corporate. The word "lot" includes the word "plot" or "parcel." The word "used" or "occupied" as applied to any land or building shall be construed to include the words "intended," "arranged" or "designed to be used or occupied."

- (1) *Abutting* means having a common property line or district line.
- (2) *Accessory building* means a subordinate building, the use of which is purely incidental to the permitted use of the ~~principle~~principal building,
- (3) *Accessory use*. See *Use, accessory*.
- (4) *Administrator* means the Planning & Zoning Administrator or an agent designated by the Planning & Zoning Administrator.
- (5) *Adult Bookstore* means an establishment having as a predominant portion of its stock in trade, books, magazines and other periodicals, video cassettes, DVD's or other electronic media, which are distinguished or characterized by their emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas" (as defined herein).
- (6) *Adult Cabaret* means a nightclub, bar, theater, restaurant or similar establishment which frequently features live performances by topless or bottomless dancers, go-go dancers, exotic dancers, strippers or similar entertainers, where such performances are distinguished or characterized by an emphasis on specified sexual activities or by exposure of specified anatomical areas or which regularly feature films, motion pictures, video cassettes, slides or other photographic reproductions which are distinguished or characterized by an emphasis upon the depiction or description of "specified sexual activities" or "specified anatomical areas" (as defined herein) for observation by patrons. An adult cabaret does not include theaters, performing arts centers, civic centers and dinner theaters where live dance, ballet, music and dramatic performances of serious artistic merit are offered on a regular basis and in which the predominant business or attraction is not the offering to customers and where the

establishment is not distinguished by an emphasis on, or the advertising or promotion of, employees engaging in nude erotic dancing.

- (7) *Adult Motion Picture Theater* means an enclosed building which is significantly or substantially used for presenting motion picture films, video cassettes, cable television, or any other such visual media, distinguished or characterized by an emphasis on matter depicting, describing or relating to “specified sexual activities” or “specified anatomical areas” (as described herein) for observation by patrons therein.
- (8) *Agricultural-related business* means a business which is operated from a property located in an agricultural district which (a) services the local farm community through the repair or servicing of farm machinery or equipment or (b) the sale of products that are grown on the property and additional products as long as the home-grown products represent at least 50% or more of the sales.
- (9) *Airport* means any airport which complies with the definition contained in Wis. Stats. § 114.002(7), or any airport which serves or offers to serve any common carriers engaged in air transport.
- (10) *Alley* means a way which affords only a secondary means of access to abutting property.
- (11) *Animal unit* means a unit of measure used to determine the total number of single animal types or combination of animal types, as specified in Wis. Admin. Code NR § 243.11, table 2, which are fed, confined, maintained or stabled in an animal feeding operation. For the purposes of this chapter, one animal unit is equivalent to one head of beef or slaughter cattle weighing more than 1,000 pounds.
- (12) *Apartment* means a portion of a multiple dwelling used as a separate housing unit and having cooking facilities and a private bath.
- (13) *Apartment house*. See *Dwelling, multiple*.
- (14) *Approved use*. See *Use, approved*.
- (15) *Arterial street*. See *Street, arterial*.
- (16) *Automobile wrecking yard* means an establishment or place of business, which is maintained, used or operated for storing, keeping, buying or selling wrecked, scrapped, ruined or dismantled motor vehicles or motor vehicle parts. 2 or more such vehicles constitute an automobile wrecking yard.
- (17) *Basement* means a story whose floor line is below grade at any entrance or exit and whose ceiling is not more than five feet above grade at any such entrance or exit. The first floor is the floor next above the basement or the lowest floor if there is no basement. A basement shall not be counted as a story for the purposes of story restrictions.

- (18) *Billboard* means an advertising device, either freestanding or attached to a building which is used to display information not related to the use or ownership of the establishment on the property upon which it is located.
- (19) *Block* means a tract of land bounded by streets or by a combination of streets and public parks or other recognized lines of demarcation.
- (20) *Board* means the board of adjustment, as provided in section 70-35.
- (21) *Boardinghouse* means a building, other than a hotel, where meals or lodging and meals are provided for compensation for not more than six persons.
- (22) *Building* means a structure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of persons, animals or chattels; each portion of a building separated by a division of walls from the ground up, without openings in those walls, is a separate building for the purpose of this chapter.
- (23) *Building, alterations of*, means any change or rearrangement of the supporting members (such as bearing walls, beams, columns or girders) of a building, an addition to a building or movement of a building from one location to another.
- (24) *Building, height of*, means the vertical distance from the average elevation of the finished grade at the building line to the highest point of a flat roof, or the deck line of a mansard roof, or to the average height of the highest gable or gambrel, hip or pitch roof.
- (25) *Building, principal*, means a building in which is conducted the main use of the lot on which such building is located.
- (26) *Building line, front*, means a line parallel to the street, intersecting the foremost point of the building, excluding uncovered steps.
- (27) *Business* means a commercial establishment engaged in the purchase and sale of goods and services for a profit (not including manufacturing or industrial establishments).
- (28) *Camping grounds* means a parcel of land used or intended to be used, let or rented for occupancy by campers or for occupancy by or of trailers or movable or temporary dwellings, rooms or sleeping quarters of any kind.
- (29) *Carport* means a structure providing shelter, which consists of a roof and support posts with the potential of being either permanently or temporarily enclosed by walls. It may be free-standing or attached to an existing building.
- (30) *Clinic* means an establishment for medical examination and treatment of patients, but without provisions for keeping such patients overnight on the premises. For purposes of this chapter, a doctor's or dentist's office in a residence, when it complies with the requirements of this chapter relating to such office, shall not be considered a clinic; but any doctor's or dentist's

office which is not a part of ~~his~~their own home, or the office of two or more doctors or dentists, whether in a residence or not, shall be considered a clinic.

- (31) *Club* means an association of persons for some common purpose, but not including groups organized primarily to render a service which is customarily carried on as a business.
- (32) *Committee* means the Planning & Zoning Committee which is made up of county board members and oversees the policy for planning and zoning as outlined in Wis. Stats. §§ 59.69.
- (33) *Conforming use* means any lawful use of a building or lot which complies with the provisions of this chapter.
- (34) *Department* means the Chippewa County Department of Planning & Zoning.
- (35) *District* means a section or sections of the county for which the regulations governing the use of land and buildings are uniform.
- (36) *Dwelling, multiple*, means a building or portion thereof used or designated as a residence for three or more families as separate housekeeping units, including apartments, apartment hotels and townhouses.
- (37) *Dwelling, single-family*, means a detached building designed for and occupied exclusively by one family which is a minimum of 24 feet in width and 24 feet in length and has a roof with a minimum slope of 3:12. The dwelling shall be erected on a permanent, state code approved foundation.
- (38) *Dwelling, two-family*, means a detached building designed for and occupied exclusively by two families living independently of each other which is a minimum of 24 feet in width and 24 feet in length and has a roof with a minimum slope of 3:12. The dwelling shall be erected on a permanent, state code approved foundation.
- (39) *Dwelling unit* means any room or group of rooms located within a dwelling and forming a single habitable unit, with facilities which are used or intended to be used for living, sleeping, cooking and eating.
- (40) *Emergency shelter* means public or private enclosures designed to protect people from aerial, radiological, biological or chemical warfare; fire, flood, windstorm, riots or invasions.
- (41) *Environmental Pollution* has the meaning in Wis. Stats. § 295.22(2).
- (42) *Expressway* means a divided arterial highway with controls on public and private access and, generally, with interchanges at major intersections.
- (43) *Family* means any number of individuals related by blood, adoption or marriage, living together on the premises as a single housekeeping unit.

- (44) *Farm* means an area of land of indeterminate size where animals, produce, plants or bees are raised or maintained for sale or off premise consumption, or where animals are commonly associated with farming are maintained for pleasure.
- (45) *Forest industries* means the cutting and storing of forest products, the operation of portable sawmills, the production of maple syrup and sugar.
- (46) *Forest products* means products obtained from stands of forest trees which have been either naturally or artificially established.
- (47) *Freeway* means an expressway with full control of access and with grade separations at all intersections.
- (48) *Frontage, street,* means the smallest dimension of a lot abutting a public street measured along the street line.
- (49) *Fur farm* means any property comprising land or buildings or both, used for the purpose of raising or harboring fur-bearing animals including those defined in Wis. Stats. § 29.001(30), and also other fur-bearing animals, if any, whether the animals are kept for breeding, slaughtering or pelting purposes.
- (50) *Garage, private,* means an accessory building or accessory portion used, or intended to be used, for the storage of private motor vehicles and having a capacity of not more than three automobiles or not more than two automobiles per family housed in the building, whichever is greater. The capacity limitations shall not apply in the agricultural district.
- (51) *Garage, public,* means a building or portion thereof used for the housing or care of motor vehicles for the general public or where such vehicles are equipped or repaired for remuneration or kept for hire or sale. This may include premises commonly known as gasoline stations or service stations.
- (52) *Gasoline service station* means any area of land, including any structure thereon, that is used for the sale of gasoline or other motor vehicle fuel and oil or other lubricating substances, or motor vehicle accessories; and which may include facilities used or designed to be used for polishing, repairing, greasing, washing, spraying, dry cleaning or otherwise cleaning such vehicles.
- (53) *Hazardous Waste* means any solid waste as defined by the Wisconsin Department of Natural Resources, in Wis. Stats. § 291.01, and identified as hazardous under §§§ 295.01(1), (2) or (4).
- (54) *Highway* means a public or private thoroughfare which affords a primary means of access to abutting property.
- (55) *Highway corridor* means an area of land marked by state or federal officials where potential highway development is being planned for construction.

- (56) *Home occupation* means any occupation for gain or support conducted entirely within a building by resident occupants, which is customarily incidental to the principal use of the premises, does not exceed 25% of the habitable floor area of the dwelling unit, unless a conditional use permit is issued, and no article is sold or offered for sale except such as is produced by such home occupation. A household occupation includes such uses as babysitting, millinery, dressmaking, canning, laundering and crafts, and does not include the display of any goods or products nor the storage or sale of explosives or fireworks.
- (57) *Hospital*, unless otherwise specified, shall be deemed to include sanitarium, sanatorium, preventorium, rest home, nursing home, convalescent home and any other place for the diagnosis, treatment or other care of ailments. It shall be limited to places for the diagnosis, treatment or other care of human ailments with provisions for keeping such patients overnight on the premises.
- (58) *Hotel* means ~~an establishment for transient guests having sleeping rooms without individual cooking facilities for more than six persons for compensation~~ all places wherein sleeping accommodations are offered for pay to transients, in 5 or more rooms, and all related rooms, buildings and areas.
- (59) *Impervious Surface* means an area that releases as runoff all or a large portion of the precipitation that falls on it, other than frozen soil. Examples of surfaces that typically are impervious are any paved, covered, compacted or structural surface that limits or impedes infiltration or otherwise causes additional runoff of surface water, including roofs of buildings, the surfaces of solid decks and patios, and gravel, paved and crushed stone driveways, parking areas and walkways.
- (60) *Inoperative Motor Vehicle* means any motor vehicle which satisfies one or more of the following criteria:
- That is partially dismantled or wrecked;
 - That is not operable
 - That is not licensed;
 - That could not be safely or legally operated on a highway;
 - That has become a habitat for rodents, vermin or insects;
 - That in any other way constitutes a threat to the public health or safety.
- (61) *Interchange* means a grade-separated intersection with one or more direct connections for vehicular travel between the intersecting streets or highways.
- (62) *Junked Vehicle* means a vehicle or piece of equipment which is incapable of proper operation or use upon a highway or road.

- (63) *Junkyard* means an open space where waste, used or secondhand materials are bought, sold, exchanged, stored, baled, packed, disassembled or handled, including, but not limited to, scrap iron and other metals, paper, rags, rubber, tires and bottles. The term "junkyard" also includes an auto wrecking yard, but does not include uses established entirely within enclosed buildings.
- (64) *Licensed* means the proper display of the registration which includes the necessary plates, tags or decals issued by the authority having jurisdiction over such vehicle or equipment licenses.
- (65) *Livestock operation* means a feedlot or other facility or a pasture where animals are fed, confined, maintained or stabled.
- (66) *Loading area* means a completely off-street space or berth on the same lot for the loading or unloading of freight carriers, having adequate ingress and egress to a public street or alley.
- (67) *Lot* means a division of land occupied or designed to be occupied by one building and its accessory building or uses, including open spaces required by this chapter. A lot may be a parcel of land designated in a plat laid out prior to the effective date of the ordinance from which this chapter is derived or amendment thereof, or a division described in a conveyance recorded in the office of the register of deeds, or contained in, or a part of a certified survey, approved by the Committee and recorded in the office of the register of deeds, when such parcels comply with the requirements of this chapter as to width and area for the district in which it is located and have frontage on a public street or an approved private street. No land included in any street, highway or railroad right-of-way shall be included in computing lot area.
- (68) *Lot area* means the total area in a horizontal plane within the peripheral boundaries of a lot.
- (69) *Lot coverage* means the percent of the area of a lot occupied by buildings or structures, including accessory buildings or structures.
- (70) *Lot lines* means the peripheral boundaries of a lot as defined in this section.
- (71) *Lot width* means, for the purposes of this chapter, the width of a lot shall be the shortest distance between the side lines at the setback line.
- (72) *Meat locker* means an establishment which processes meat or meat food products for human consumption. Processes mean cutting, grinding, manufacturing, compounding, intermixing or preparing.
- (73) *Mobile home* means a vehicular structure manufactured and designed to be transported and towed upon a highway by a motor vehicle and equipped and used, or intended to be used, primarily for human habitation, including any additions, attachments, foundations and appurtenances.

- (74) *Mobile home park* means any lot on which two or more mobile homes are parked for the purpose of permanent habitation and including any associated service, storage, recreation and other community service facilities designed for the exclusive use of park occupants.
- (75) *Motel* means a ~~building or group of buildings containing rooms which are offered for compensation and the temporary accommodation of transients, and where there is no permanent occupancy of any unit, except by the owner or his agent or employees~~ hotel that furnishes on-premise parking for motor vehicles of guests as part of the room charge, without extra cost, and that is identified as a "motel" rather than a "hotel" at the request of the operator.
- (76) *Motor Vehicle* means any self-propelled land vehicle which can be used for towing or transporting people or materials, including but not limited to automobiles, trucks, buses, motorized campers, motorcycles, motor scooters, and tractors.
- (77) *Motor Vehicle Accessories* means any part or parts of any motor vehicle.
- (78) *Motor freight terminal* means a building or area in which freight brought by motor truck is assembled or stored for routing in intrastate and interstate shipment by motor truck.
- (79) *Nonconforming building or structure* means any building or structure which does not comply with all of the regulations of this chapter or of any amendment hereto governing bulk for the zoning district in which such building or structure is located.
- (80) *Nonconforming use* means any use of land, buildings or structures which does not comply with all of the regulations of this chapter or of any amendments thereto governing use for the zoning district in which such use is located. Also see subsection 70-7(c).
- (81) *Nonmetallic mineral* means a product, commodity or material consisting principally of natural occurring, organic or inorganic, nonmetallic, nonrenewable material. Nonmetallic minerals include, but are not limited to: stone, sand, gravel, asbestos, beryl, diamond, clay, coal, feldspar, peat, talc and topsoil
- (82) *Nonmetallic mining* means the following:
- a. Operations or activities at a nonmetallic mining site for the extraction from the earth of mineral aggregates or nonmetallic minerals for sale or use by the operator. Nonmetallic mining includes use of mining equipment or techniques to remove materials from the in-place nonmetallic mineral deposit, including drilling and blasting, as well as associated activities such as excavation, grading and dredging. Nonmetallic mining does not include removal from the earth of products or commodities that contain only minor or incidental amounts of nonmetallic minerals, such as commercial sod, agricultural crops, ornamental or garden plants, forest products, Christmas trees or plant nursery stock.

- b. Processes carried out at a nonmetallic mining site that are related to the preparation or processing of the mineral aggregates or nonmetallic minerals obtained from the nonmetallic mining site. These processes include, but are not limited to: stockpiling of materials, blending mineral aggregates or nonmetallic minerals with other mineral aggregates or nonmetallic minerals, blasting, grading, crushing, screening, scalping and dewatering.

(83) *Nonmetallic mining refuse* means waste soil, rock and mineral, as well as other natural site material resulting from nonmetallic mining. Nonmetallic mining refuse does not include marketable byproducts resulting directly from or displaced by the nonmetallic mining that are scheduled to be removed from the nonmetallic mining site within a reasonable period of time after extraction.

(84) ~~Nonmetallic~~ *Nonmetallic mining site* means all contiguous areas of present or proposed mining described as:

- a. The location where nonmetallic mining is proposed or conducted.
- b. Storage and processing areas that are in or contiguous to areas excavated for nonmetallic mining.
- c. Areas where nonmetallic mining refuse is deposited.
- d. Areas affected by activities such as the construction or improvement of private roads or haulage ways for nonmetallic mining
- e. Areas where grading and regading is necessary.
- f. Areas where nonmetallic mining reclamation activities are carried out or structures needed for nonmetallic mining reclamation, such as topsoil stockpile areas, revegetation test plots or channels for surface water diversion are located.

(85) *Nursery* means any building or lot, or portion thereof, used for the cultivation or growing of plants and including all accessory buildings.

(86) *Nursery school* means any building used routinely for the daytime care and education of preschool age children and including all accessory buildings and play areas, other than the child's home or the homes of relatives or guardians.

(87) *Park, public*, means an area owned and operated by the state, county or municipality within the county, operated for the convenience and recreation of the public and containing such facilities as the owning government may see fit.

(88) *Parking lot* means a lot where automobiles are parked or stored temporarily for public use whether free, for compensation or as an accommodation for clients or customers but not

including the wrecking of automobiles or other vehicles or storage for purposes of repair or wrecking.

- (89) *Parking space* means an off-street space available for the parking of a motor vehicle and which is held to be an area containing 200 square feet and nine feet wide (nine feet by 22 feet), exclusive of passageways and driveways appurtenant thereto and giving access thereto.
- (90) *Permanent Habitation* means more than 14 days of occupancy within a calendar year.
- (91) *Planned unit development* means a tract of land of at least five acres which contains or will contain two or more principal buildings, developed under single ownership or control; the development of which is unique and of substantially different character than that of surrounding areas.
- (92) *Professional home offices* means residences of doctors of medicine, practitioners, dentists, clergymen, architects, landscape architects, professional engineers, registered land surveyors, lawyers, artists, teachers, authors, musicians or other recognized professions, used to conduct their professions where the office does not exceed one-half the area of only one floor of the residence and only one nonresident person is employed.
- (93) *Property lines* means the lines bounding a tract of land in single ownership.
- (94) *Public way* means any sidewalk, street, alley, highway or other public thoroughfare.
- (95) *Railroad right-of-way* means a strip of land with tracks and auxiliary facilities for track operation, but not including freight depots or stations, loading platforms, train sheds, warehouses, car or locomotive shops or car yards.
- (96) *Recreational camp* means an area containing one or more permanent buildings used occasionally or periodically for the accommodation of members of associations or groups for recreational purposes.
- (97) *Recreational vehicle (RV)* means a vehicular portable structure designed as a temporary dwelling for travel, recreation and vacation use, which does not fall within the definition of mobile homes.
- (98) *Recreational vehicle (RV) camp* means any park, court, campsite plot or parcels or tracts of land used to park camping type units of any nature and not used as permanent residence.
- (99) *Recycling drop-off station* means a facility consisting of appropriate storage containers designed to accept a limited volume of recyclable materials from households, including aluminum food and beverage containers, glass food and beverage containers, magazines or other materials printed on similar paper, newspapers or other material printed on newsprint, kraft paper (e.g. grocery bags), corrugated cardboard, office paper, plastic food and beverage containers, steel or bimetal food or beverage containers, and waste tires, that are intended to be stored temporarily in the containers provided before being taken to a resource recovery facility or

resource recovery processing facility. Sorting, shredding, crushing, baling or other separation, other than that required by residents using a municipal recycling drop-off station to separate recyclable materials for placement in appropriate containers, shall be prohibited.

- (100) *Registered geologist* means a person who is registered as a professional geologist pursuant to Wis. Stats. §§ 443.037 and 443.09.
- (101) *Registered professional engineer* means a person who is registered as a professional engineer pursuant to Wis. Stats. §§ 443.04 and 443.09.
- (102) *Rendering plant* means a plant for the reduction of dead animals, or slaughtered animals not suitable for human consumption to byproducts such as hide, skin, grease, bones, glue, soap and for the storage of such byproducts.
- (103) *Resource recovery facility* means a building in which collected recyclables from residential and commercial sources, including aluminum food and beverage containers, glass food and beverage containers, magazines or other materials printed on similar paper, newspapers or other material printed on newsprint, kraft paper (e.g. grocery bags), corrugated cardboard, office paper, plastic food and beverage containers, steel or bimetal food or beverage containers, or other incidental recyclable items that may be delivered from time to time provided no dismantling is necessary according to market requirements and in which the incoming recyclables are sorted, shredded, crushed, baled or otherwise separated using equipment, for later shipment to markets. All activities that take place at a resource recovery facility shall take place inside the building, including the storage of recyclables. Dismantling, salvaging, crushing, or storage of motor vehicles, machinery, or appliances, or the processing or storage of putrescible, hazardous or toxic wastes are prohibited.
- (104) *Restaurant* means a space within a suitable building provided with adequate and sanitary kitchen equipment, approved by the state board of health and a dining room of related capacity, having employees for preparing, cooking and servicing suitable food.
- (105) *Right-of-way line* means the dividing line between a highway and the abutting lots or other divisions of land.
- (106) *Roadside stand* means a structure having a ground area of not more than 300 square feet, not permanently fixed to the ground, readily removable in its entirety, not fully enclosed and to be used solely for the sale of farm or garden products produced on the premises.
- (107) *Rooming unit* means any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping but not for cooking or eating purposes.
- (108) *Rooming house, Tourist* as defined in Wis Stats. § 97.01 (15k) means any lodging place or tourist cabin or cottage where sleeping accommodations are offered for pay to tourists or transients. "Tourist rooming house" does not include: (a) a private boarding or rooming house, ordinarily conducted as such, not accommodating tourists or transients, (b) a hotel, or (c) bed and breakfast establishments.

- (109) Tourist or Transient means a person who travels to a location away from ~~his or her~~their permanent address for a short period of time for vacation, pleasure, recreation, culture, business or employment.
- (110) *School, commercial*, means a school limited to special instruction, such as business, art, music, trades, handicraft, dancing or riding.
- (111) *Setback* means the minimum horizontal distance, measured at right-angles from ~~the front line of the lot, the right-of-way lines, property lines or buildings or structures of the highway or the centerline of the highway, as designated, to the front wall of the building, exclusive of permitted projections. The setback shall be measured at right angles to such front lot line, right-of-way line or centerline of the highway.~~
- (112) *Setback lines* means lines established ~~adjacent to highways for the purpose of defining limits within which no building or structure or any part thereof shall be erected or permanently maintained, except as shown therein. The phrase "within a setback line" means between the setback line and the highway right-of-way~~parallel to the right-of-way lines, lot lines or water bodies for the purpose of defining limits in which structures, buildings or uses must be constructed, maintained or confined.
- (113) *Shopping center* means a group of stores planned and designed for the site on which it is built, functioning as a unit, with off-street parking provided on the property as an integral part of the unit. (See *Planned unit development*)
- (114) *Sign* means anything erected, hung, suspended, painted or attached to any other structure, carrying words, letters, figures, phrases, sentences, names, designs, trade names or trademarks or any other devices placed so as to be visible from a street or highway and calling attention to a business, trade, profession, commodity, product, person, firm or corporation.
- (115) *Slaughterhouse* means any building or premises used commercially for the killing, processing or dressing of cattle, sheep, swine, goats or horses for consumption and the storage, freezing and curing of meat and the preparation of meat products.
- (116) *Story* means that portion of a building included between the surface of any floor and the surface of the floor next above it, or, if there is no floor above it, then the space between such floor and the ceiling next above it.
- (117) *Story, half*, means a story under a gable, hip or gambrel roof, the wall plates of which, on at least two opposite exterior walls, are not more than two feet above the floor of such story.
- (118) *Street* means a public or private thoroughfare which may either provide the principal means of pedestrian and vehicular access to abutting property or may provide for the movement of pedestrian or vehicular traffic or both.

- (119) *Street, arterial*, means a public street or highway intended to be used primarily for fast or heavy through traffic. Arterial streets and highways shall include freeways and expressways, as well as major thoroughfares, highways and parkways.
- (120) *Structural alterations* means any change in the supporting members of a structure such as bearing walls, columns, beams or girders, foundations and poles.
- (121) *Structure* means anything constructed or erected, the use of which requires location on the ground or that it be attached to something having a location on the ground but not including utility lines and their normal accessory equipment.
- (122) *Survey, certified* means a certified survey map of not more than four parcels of land which shall be recorded in the office of the register of deeds of the county and which shall meet the requirements of Wis. Stats. § 236.34.
- (123) *Temporary structure* means a movable structure not designed for human occupancy which may be used for protection of goods or chattels.
- (124) *Transportation Standards* means Wisconsin State Statutes, Wisconsin Administrative Codes, Wisconsin Department of Transportation Construction Standards and Facilities Design Manual, American Association of State Highway and Transportation Officials (AASHTO) publications and Institute of Transportation Engineers (ITE) publications.
- (125) *Use* means the use of property is the purpose or activity for which the land or building thereon is designed, arranged or intended, or for which it is occupied or maintained and shall include any manner of standards of this chapter.
- (126) *Use, accessory*, means a use subordinate in nature, extent or purpose to the principal use of a building or lot.
- (127) *Use, approved*, means a use which may be lawfully established in a particular district or districts, provided it conforms with all requirements, regulations and performance standards (if any) of such districts.
- (128) *Use, Conditional*, means the use of property, including the size, use and location of buildings, the size of lots and the dimensions of required yards, otherwise not allowable under the terms of this chapter, which is permissible by reasons of special provisions of the chapter, or for which a special permit may be issued by the Committee, under conditions specified in this chapter
- (129) *Use, principal*, means the main use of land or buildings as distinguished from a subordinate or accessory use. A principal use may be an approved use or a conditional use.
- (130) *Variance* means a departure from the terms of this chapter as applied to a specific building, structure or parcel of land, which the board of adjustment may permit, contrary to the regulations of this chapter for the district in which such building, structure or parcel of land is located, when the board of adjustment finds that a literal application of such regulation will

affect a limitation on the use of the property which does not generally apply to other properties in the same district and for which there is no compensating gain to the public health, safety or welfare.

- (131) *Vision clearance* means an unoccupied triangular space at the intersection of highways or streets with other highways or streets or at the intersection of highways or streets with railroads. Such vision clearance triangle shall be bounded by the intersecting highway, street or railroad right-of-way lines by measurement from their intersection as specified in this chapter.
- (132) *Water quality management area* means any of the following:
- The area within 1,000 feet from the ordinary high-water mark of navigable waters that consists of a lake, pond or flowage, except that, for a navigable water that is a glacial pothole lake. The term "water quality management area" means the area within 1,000 feet from the high-water mark of the lake.
 - The area within 300 feet from the ordinary high-water mark of navigable waters that consist of a river or stream.
 - A site that is susceptible to groundwater contamination or that has the potential to be a direct conduit for contamination to reach groundwater.
- (133) *Yard* means an open space on the same lot with a structure, unoccupied and unobstructed from the ground upward, except for vegetation as permitted, and except for permitted accessory buildings in rear yards.
- (134) *Yard, front*, means a yard extending across the full width of a lot, ~~having a depth equal to the minimum horizontal distance~~ between the front property line and the nearest point of the principal structure, excluding permitted projections and the nearest point of a building or structure, excluding such projections as are permitted in the this chapter. A lot abutting two intercepting or intersecting streets shall have two front yards, one side yard and one rear year. A lot which is surrounded by public road right-of-ways on three sides will have three front yards.
- (135) *Yard, rear*, means a yard, ~~unoccupied except by accessory buildings,~~ extending ~~from the rear line of the main building to the rear lot line for the entire~~ across the full width of the lot ~~between the rear lot line to and the nearest part of a building or structure,~~ excluding such projections as are permitted in this chapter. On all lots with access to one street, the rear yard shall be opposite a front yard. A lot abutting two intercepting or intersecting streets shall have two front yards, one side yard and one rear year. A lot which is surrounded by public road right-of-ways on three sides will have three front yards and no rear yard.
- (136) *Yard, side*, means a yard ~~or open space on each~~ side of the main building or structure and the side lot line of the lot, and extending from ~~the side lot line the required front yard to the required rear yard,~~ to the side wall of the building or structure, exclusive of permitted ~~excluding such~~ projections ~~and from the front yard to the rear yard, when an accessory building is~~

~~constructed as part of the main building or constructed on one side of the main building, the side yard requirements shall be the same for the accessory building as required for the main building~~as are permitted in this chapter. A lot abutting two intercepting or intersecting streets shall have two front yards, one side yard and one rear yard. A lot which is surrounded by public road right-of-ways on three sides shall have three front yards and one side yard.

- (137) *Youth camps. See Recreational camps.*
- (138) *Zoning district* means an area or areas for which the regulations and requirements governing use, lot and bulk of buildings and premises are uniform.
- (139) *Zoning permit* means a permit stating that the purpose for which a building or land is to be used is in conformity with the uses permitted and all other requirements under this chapter for the zone in which it is located.

(Code 1980, § 17.07, Ord. 10-11, 01-10-12; Ord. 02-18, 06-12-18; Ord. No. 08-24, 07-09-2024)

Secs. 70-9--70-30. Reserved.

ARTICLE III. DISTRICTS

Sec. 70-63 Zoning Schedule of Dimensional Requirements

For buildings hereafter erected, converted in use, enlarged, moved or structurally altered, the building height limit, minimum dimension of yards, minimum area and width of lots shall comply with the following requirements:

(TABLE ON NEXT PAGE)

Zoning Schedule of Dimensional Requirements – TABLE

Dimensional Requirements	CON	REC	R1	R2	R2-TH	R3	AG	LC	HC	IND
Building height	35 ft	35 ft	35 ft	35 ft	35 ft	45 ft	45 ft	45 ft	75 ft	75 ft
Minimum Lot Area										
Without public sewer	5 Acres	30,000 ft ²	20,000 ft ²	20,000 ft ²	10,000 ft ² per side	20,000 ft ²	1.5 acres	20,000 ft ²	20,000 ft ²	1 acre
With public sewer			10,000 ft ²	10,000 ft ²	10,000 ft ² per side	10,000 ft ²		10,000 ft ²	10,000 ft ²	
Minimum Lot Width										
Without public sewer	150 ft	150 ft	100 ft	100 ft	50 ft per side	100 ft	150 ft	100 ft	100 ft	150 ft
With public sewer			70 ft	70 ft	50 ft per side	70 ft		70 ft	70 ft	
Side Yard										
Principal Single side	20 ft	20 ft	10 ft	10 ft	10 ft	10 ft	20 ft	10 ft	10 ft	20 ft
Shared Property Line	NA	NA	NA	NA	0 ft	NA	NA	NA	NA	NA
Accessory building	20 ft	20 ft	10 ft	10 ft	10 ft	10 ft	15 ft	10 ft	10 ft	15 ft
Rear Yard										
Principal Building	40 ft	40 ft	25 ft	25 ft	25 ft	25 ft	40 ft	25 ft	25 ft	40 ft
Accessory Building	20 ft	20 ft	10 ft	10 ft	10 ft	10 ft	20 15 ft	15 10 ft	15 10 ft	20 15 ft

Note 1: Road setbacks are found in section 70-109.

Note 2: Non-conforming lot requirements are found in section 70-111.

Note 3: All of the setback requirements are in feet, while the required lot area is square feet, unless duly noted.

Note 4: See the individual zoning districts and 70-106 and 70-107 for additional height and setback restrictions and/or regulations.

See each district section for exceptions to the standards in this section.

(Code 1980, § 17.22) (Ord. 06-15, 01-12-2016)

Sec. 70-70 Residential 3 District (R3)

Specified uses. In the residential 3 district no building shall be erected, moved or structurally altered after the effective date of the ordinance from which this chapter is derived, unless otherwise provided in this chapter, except for one or more of the following specified uses:

- (a) *Approved use.* The following are approved uses in the residential 3 district.

(1) Any use permitted in the residential 2 district. The use shall be in keeping with the conditions, if any, set forth in section 70-69 for the residential 2 district.

(2) ~~Multiple-family dwellings~~ with a maximum of four (4) dwelling units. An additional 3,000 square feet of buildable land shall be required for each dwelling unit of a multi-family dwelling that exceeds two (2) dwelling units.

~~a. An additional 3,000 square feet of land shall be provided for each dwelling unit above two.~~

~~(3) Lodging houses and boardinghouses.~~

(43) Private clubs and fraternities, except those whose principal activity is a service customarily carried on as a business.

(54) Signs as permitted in article IV, division 3 of this chapter.

(b) *Conditional Uses.* The following uses shall be conditional uses in the Residential 3 District when the location of each shall have been approved by the Committee following a public hearing pursuant to Section 70-108.

(1) ~~Multiple-family dwellings with five (5) or more dwelling units. An additional 3,000 square feet of buildable land shall be required for each dwelling unit of a multi-family dwelling that exceeds two (2) dwelling units.~~

(2) Boarding Houses.

(43) Mobile home parks are permitted if approved by the Committee after public hearing and in keeping with subsection 70-71(b)(10)a.

(24) Hospitals may be permitted if the establishment, having up to ten patients, client or guest rooms, has a lot area of not less than 30,000 square feet and that all yards except the front yard shall be not less than two times the width or depth otherwise required by this section for residential buildings; provided further, that for each five such rooms in addition to the first ten, the area shall be increased by 4,000 square feet, but in no case shall a lot area of more than 100,000 square feet be required.

(c) *Dimensional requirements.* See section 70-63.

(d) *Highway setback lines.* See section 70-109.

(e) *Off-street parking and loading areas.* See section 70-110.

(f) *Substandard lots.* See section 70-111.

(Code 1980, § 17.27)

Sec. 70-71 Agricultural District (AG)

In the agricultural district no building or premises shall be used and no building shall be erected, moved or structurally altered after the effective date of the ordinance from which this chapter is derived, unless otherwise provided in this chapter, except for one or more of the following uses:

- (a) *Approved use.* The following are approved uses in the agricultural district:
- (1) General farming, including dairying livestock and poultry raising, nurseries, greenhouses and other similar enterprises or uses, except fur farms and farms operated for the disposal or reduction of garbage, sewage and rubbish.
 - a. New or existing livestock operations which will house up to 649 animal units shall not require a zoning permit. However, the following requirements shall be met:
 1. Livestock operations shall be in conformance with provisions of chapter 62, article IV, division 4 of this Code.
 2. Livestock operations shall meet minimum statutory prohibitions for nonpoint source pollution control as follows:
 3. A livestock operation may have no overflow of manure storage structures.
 4. A livestock operation may have no unconfined manure pile in a water quality management area.
 5. A livestock operation may have no direct runoff from a feedlot or stored manure into the waters of the state.
 6. A livestock operation may not allow unlimited access by livestock to waters of the state in a location where high concentrations of animals prevent the maintenance of adequate sod cover.
 7. Requirements of Wisconsin Administrative Code NR 151 and Wisconsin State Statutes 281.
 - (2) Single Family Dwellings.
 - (3) Additional dwelling units for a parent or child of a farmer, or persons earning a substantial part of their livelihood on the farm. The additional dwelling(s) must meet all applicable setback, lot size and spacing requirements in case it is sold in the future.

- (4) Telephone, power transmission towers, poles and lines including transformers, substations, relay stations, equipment and television stations and transmission towers and microwave relay towers.
- (5) Roadside stands provided that there shall not be more than one stand on any single premises.
- (6) Signs as permitted in article IV, division 3 of this chapter.
- (7) Sawmills, provided that the location of any sawmill on the same premises is less than ten days, excluding portable sawmills.
- (8) Single-family mobile homes. Such home shall be connected to an acceptable water supply and separate and individual private wastewater facilities. See section 70-101.
- (9) Accessory structures utilized solely in the business of agriculture, farm or farming, including but not limited to barns, equipment storage sheds, plant greenhouses and stables.
- (10) Any non-commercial activity, which does not last longer than 96 hours, such as but not limited to: graduation parties, family reunions and picnics, and weddings.
- (11) Agricultural-related businesses
- (12) Recycling drop-off Station this is maintained and operated by the township or county.
- (13) Outdoor Storage of ~~low explosives~~ 1.3g Display Fireworks (formerly known as Class B), on the condition that all of the following requirements are met:
 - a. The outdoor storage is an accessory use to the principal residential structure on the property. The intent is to allow a property owner the ability to store fireworks on their property as long as they are "living" on the property. This provision is not meant to allow a property owner to have a vacant parcel of land whereby they can place a structure for the storage of ~~low explosives~~ 1.3g Display Fireworks.
 - b. Written approval from the town in which the storage is proposed is submitted to the Department.
 - c. Written approval from the Bureau of Alcohol, Tobacco, Firearms & Explosives detailing the type of structure and the minimum setback requirements to structures and property lines is submitted to the Department.
 - d. Setbacks for the placement of any structure for the outdoor storage of ~~low explosives~~ 1.3g Display Fireworks comply with local, county, state and federal law.

- (b) *Conditional uses.* The following uses shall be conditional uses in the Agricultural District when the location of each such use has been approved by the Committee following a public hearing pursuant to Section 70-108).
- (1) Junk or salvage yards. See article IV, division 2 of this chapter.
 - (2) Non-Metallic Mining. See Division 5 of this chapter.
 - (3) Saw mills. See subsection 70-71(a)(7) of this section.
 - (4) Aircraft landing fields. Including the location on such fields of buildings related to the operation, storage or maintenance of aircraft. All aircraft landing fields shall take into consideration safety zones as set forth in subsection 70-106(d).
 - (5) Contractor's storage yards. Any such yard shall be placed or screened by plantings or fences as not to be visible from any public highway or any residential building other than that of the owner of such yard, ~~his~~their agent or employee.
 - (6) Power plants and flowage areas. As allowed upon consideration of the Department of Natural Resources and the soil conservation service.
 - (7) Drive-in theaters. Provided the following requirements are met:
 - a. There shall be no direct entrance to or exit from such drive-in theater and any federal, state or county highway.
 - b. No parking shall be permitted on any street or highway on which a drive-in theater abuts or on any street or highway connecting with an abutting street or highway anywhere within one-half mile of an entrance to or exit from such drive-in theater.
 - c. There shall be a distance of not less than one-quarter mile between the boundary of any residential district and the nearest point on the boundary of such drive-in theater site, measured in a straight line.
 - (8) Fur farms and pea vineries. When located not less than 1,000 feet from any residential building, other than that of the owner of the premises, ~~his~~their agents or employees and not less than 500 feet from the right-of-way line of any federal, state and county trunk highway provided that this regulation shall not apply to portable pea vineries where there is no stacking of the vines.
 - (9) Animal hospitals, veterinary clinics and kennels. When located not less than 500 feet from any residential building other than that of the owner of such kennels, ~~his~~their agent or employee.

(10) Mobile home parks and recreational vehicle camps. The following requirements shall be met:

a. Mobile home park provided as follows:

1. The minimum size of a mobile home park shall be five acres.
2. The maximum number of mobile homes shall be eight per acre.
3. The minimum dimensions of a mobile home site shall be 50 feet wide by 100 feet long.
4. All drives, parking areas and walkways shall be hard surfaced or graveled, maintained in good condition, have natural drainage and all driveways shall be lighted at night.
5. In addition to the requirements of highway setback of this chapter, there shall be a minimum setback of 40 feet from all other lot lines.
6. The parks shall conform to the requirements of Wis. Admin. Code ATCP125, which shall apply until amended and then apply as amended.
7. No mobile home site shall be rented for a period of less than 30 days.
8. Each mobile home site shall be separated from other mobile home sites by a yard not less than 15 feet wide.
9. There shall be two surfaced automobile parking spaces for each mobile home.
10. Unless adequately screened by existing vegetation cover, the mobile home park shall be screened by a planting of fast-growing vegetation, capable of reaching a height of 15 feet or more, the individual trees to be such number and so arranged that within ten years they will have formed a screen equivalent in capacity to a solid fence or wall. Such permanent planting shall be grown or maintained to a height of not less than 15 feet.

b. Recreational Vehicle (RV) camps provided as follows:

1. The minimum size of a RV camp shall be five acres.
2. The maximum number of RVs shall be 15 per acre.
3. Minimum dimensions of a RV site shall be 25 feet wide by 40 feet long.

4. Each RV site shall be separated from other RV sites by a yard not less than 15 feet wide.
 5. There shall be 1 1/2 automobile parking spaces for each RV site.
 6. In addition to the requirement of highway setback of this chapter, there shall be a minimum setback of 40 feet from all other exterior lot lines.
 7. It shall conform to the requirement of Wis. Admin. Code HFS ch. 178 which shall apply until amended and then apply as amended.
 8. The screening provisions for mobile home parks are met.
- (11) Garbage and refuse disposal sites provided as follows:
- a. The sites shall have clearly defined boundaries at the time of issuing a permit.
 - b. The site shall be screened so that the salvage materials are not visible from other property in the vicinity or from a public right-of-way such as roads, streets and highways or waterways.
 - c. The site shall not be located within 5 miles of the boundary of any residential district or any incorporated city or village, nor within 5 miles of any other residences, nor within 1,200 feet of the right-of-way of any federal, state, county or town highway.
 1. All such sites shall have minimum front, side and rear yards of 1,200 feet each.
 2. No location permit shall be issued without approval of the County and Town Board.
- (12) Sale barns. Provided that no sale barn be located within one-half mile of the boundary of any residence district or any incorporated city or village, nor within one-quarter mile of any other residence except that of the owner of the property on which such sale barn is located or ~~his~~their agent, nor within 500 feet of the right-of-way line of any federal, state or county trunk highway.
- (13) Slaughterhouses shall be located not less than 1,000 feet from any residential building other than that of the owner of the premises, ~~his~~their agent or employee.
- (14) Creameries, dairies, cheese factories.
- (15) Mixing construction materials. Mixing of concrete, asphalt hot mix or other related materials.

- (16) A new or existing livestock operation, which houses or expands to house 650 or more animal units.
- (17) Manmade ponds. Construction/use of manmade ponds over one acre or combined to be over one acre, except agricultural activities, including, but not limited to, cranberry bogs, commercial fish farming, livestock watering holes, and ponds established by non-metallic mining activities, are exempt. It shall be the responsibility of the petitioner to submit sufficient evidence to satisfy the following concerns: pollution to groundwater, drainage and flood protection, and depletion of groundwater, safety, aesthetics, traffic, noise and restoration of the site. The Committee may require documentation of other concerns which may be brought up during the public hearing.
 - a. Facilities that are approved in stormwater management plans are exempt from the provisions of this section.
 - b. The property owner must retain ownership of a minimum of 10 adjacent acres of property for every one acre of water and the property required shall be located around the entire manmade pond.
- (18) Hatcheries

- (c) *Dimensional requirements.* See section 70-63.
- (d) *Highway setback lines.* See section 70-109.
- (e) *Off-street parking and loading area.* See section 70-110.
- (f) *Substandard lots.* See section 70-111.

(Code 1980, § 17.29; Ord. No. 08-02, § 2(17.29), 07-09-2002; Ord. No. 01-04, § 1, 03-09-2004)

Sec. 70-72 Local Commercial District (LC)

In the local commercial district, no building or premises shall be used and no building shall be moved, erected or structurally altered after the effective date of the ordinance from which this chapter is derived unless otherwise provided in this chapter except for one or more of the following specified uses:

- (a) *Approved uses.* The following are approved uses in the local commercial district:
 - (1) One dwelling unit on the premises in connection with a permitted use for the owner or his-their agent.
 - (2) Small retail stores and shops such as: art shops, clothing, drug, grocery, fruit, meat, vegetables, confectionery, hardware, sporting goods, stationery, music, variety and notion stores, household appliances and small service businesses such as stores and

shops for barbers, beauticians, florists, jewelers, watchmakers, locksmiths, painters, plumbers, shoemakers, tailors, dressmakers, pressers, photographers.

- (3) Signs as permitted in article IV, division 3 of this chapter.
- (4) Offices and office buildings for business and professional firms including banks, medical and dental offices and public and public utility offices.

(5) Churches.

(6) Public and private schools.

- ~~(57)~~ Cleaning, dyeing and laundry pickup stations and self-service laundries and cleaning shops.

- ~~(68)~~ Bakeries, confectioneries, ice cream and soft drink shops, but with food preparation limited to that for on-site sale and consumption.

- ~~(79)~~ Restaurants.

- ~~(810)~~ Frozen food or meat lockers for service to families and individuals.

- ~~(911)~~ Liquor stores selling only packaged goods.

- ~~(1012)~~ Radio (AM or FM) or television broadcasting stations and transmitters and microwave radio relay structures.

- ~~(1113)~~ Clubs, lodges, and meeting rooms with seating capacities less than 300 persons.

- ~~(1214)~~ Telephone exchanges and accessory service garage and storage yards.

(15) Animal Hospitals or Veterinary Clinics and kenneling for patients.

- ~~(1316)~~ Telephone, electric power and oil and gas distribution lines and necessary appurtenant equipment housings.

- ~~(1417)~~ Other retail stores and shops and small service businesses catering to neighborhood patronage, including only those deemed to be as appropriately located in local commercial districts as those enumerated above and only those not dangerous or otherwise detrimental to persons residing or working in the vicinity thereof, or to the public welfare and not impairing the use, enjoyment or value of any property.

- (b) *Conditional Uses.* The following uses shall be conditional uses in the Local Commercial District when the location of each shall have been approved by the Committee following a public hearing pursuant to Section 70-108.

- (1) Hotels and Motels.
- (2) Drive-in restaurants and refreshment stands.
- (3) Gasoline service stations, repair garages and shops for motor vehicles, including parking, storage, repair, maintenance and washing of vehicles and parts, but excluding sand or steam cleaning and manufacture of vehicles and parts.
- (4) Auto-wash, except steam.
- (5) Commercial recreation uses.
- (6) Two (2) or more apartments as a secondary use on a non-ground floor level and providing each apartment has a minimum residential floor area of 400 square feet.

(c) *Dimensional requirements.* See section 70-63.

- (1) Additional standards for side yards are as follows:
 - a. There shall be a side yard of not less than 15 feet wide along the side of any lot in the local commercial district which abuts the side lot line of a lot in a residential district and is not separated there from by a street or alley.
 - b. Buildings on abutting lots may be constructed with a common wall or with walls contiguous to one another.

(d) *Highway setback lines.* See section 70-109.

(e) *Off-street parking and loading areas.* See section 70-110.

(f) *Substandard lots.* See section 70-111.

(g) *Commercial Screening Regulations.* See section 70-113.

(h) *Commercial Lighting Regulations.* See section 70-114.

(Code 1980, § 17.30)

Sec. 70-73 Highway Commercial District (HC)

In the highway commercial district, no building or premises shall be used and no building shall be erected, moved or structurally altered after the effective date of the ordinance from which this chapter is derived, unless otherwise provided in this chapter, except for one or more of the following uses:

- (a) *Approved uses.* The following are approved uses in the highway commercial district:

- (1) Uses permitted in the local commercial district, including ~~those requiring approval of the Committee in such district~~ the conditional uses as listed in 70-72 (B)(1) through (B)(5).
- (2) Automobile display and salesroom, parking lots and structures and when accessory thereto, the retail sale of automobile parts and accessories and the washing, cleaning, greasing and servicing of automobiles, including minor adjustments, repairs, overhauling and rebuilding, but not demolition.
- (3) Bars, taverns, nightclubs.
- (4) Boat and mobile home salesrooms and lots.
- (5) Cleaning, laundering and dyeing plants.
- (6) Department stores.
- (7) Engraving, photoengraving, photofinishing, lithographing, printing, publishing and bookbinding plants.
- (8) Household appliance and equipment repair shops.
- (9) Laboratories; medical, dental and optical; other laboratories of non-hazardous or inoffensive operations when accessory to permitted uses.
- (10) Loft buildings and mini-warehouses.
- (11) Music conservatories, dancing studios.
- (12) Paint shops, including sign and other painting.
- (13) Retail, wholesale and jobbing businesses.
- (14) Tire repair shops.
- (15) Used car, farm implement sales lots.
- (16) Signs as permitted in article IV, division 3 of this chapter.
- (17) Other retail, wholesale or services considered to be as appropriate and desirable for inclusion within the highway commercial district as those permitted above and which will not be dangerous or otherwise detrimental to persons residing or working in the vicinity thereof or to the public welfare and will not impair the use, enjoyment or value of any property.
- (18) Any of the following uses are excluded from the highway commercial district:

- a. Any use permitted in only the industrial district, including uses permitted only with Committee approval.
 - b. Automobile wrecking yards, junkyards, public dumping grounds.
 - c. Manufacturing and processing other than accessory uses customarily incidental to permitted retail, wholesale and service uses.
 - d. Any use which is objectionable by reason of emission of odor, dust, smoke, gas, vibration or noise, or because of subjection of life, health or property to hazard.
- (b) *Conditional Uses.* The following uses shall be conditional uses in the Highway Commercial District only when the location of each shall have been approved by the Committee following a public hearing pursuant to Section 70-108.
- (1) Bottling works bottling nonalcoholic beverages.
 - (2) Bottle gas storage for local distribution.
 - (3) Bus, taxi and truck terminals, and storage; railroad lines, spurs and passenger terminals.
 - (4) Dairies, ice cream plants.
 - (5) Drive-in movies.
 - (6) Ice plants, cold storage plants.
 - (7) Mortuaries.
 - (8) Recycling drop-off station.
 - (9) Resource Recovery Facility.
 - (10) Two (2) or more apartments as a secondary use on a non-ground floor level and providing each apartment has a minimum residential floor area of 400 square feet.
- (c) *Dimensional requirements.* See section 70-63.
- (d) *Highway setback lines.* See section 70-109.
- (e) *Off-street parking and loading area.* See section 70-110.
- (f) *Substandard lots.* See section 70-111.
- (g) *Commercial Screening Regulations.* See section 70-113.

(h) *Commercial Lighting Regulations*. See section 70-114.

(Code 1980, § 17.31)

Cross references: Businesses, ch. 14.

Sec. 70-76 Planned Unit Development District (PUD)

The PUD district is intended to provide for ~~large-scale~~ mixture of residential or ~~residential/recreational-commercial~~ development on a parcel or parcels of land. This district shall have no definite boundaries until such are approved by the County Board on the recommendation of the Committee in accordance with ~~procedures prescribed for zoning amendments by Wis. Stats. § 59.69~~ section 70-36 of this ordinance. ~~Plans for the proposed development shall be submitted in duplicate, and shall show the location, size and proposed use of all structures and land included in the areas involved. The plans may provide for a combination of single and multifamily development as well as related commercial uses, provided that the plans indicate that:~~ All buildings and lots in the PUD district shall conform to the appropriate underlying zoning district requirements, including the requirement for applying for and receiving approval for conditional use permits.

- (a) To protect the value of neighboring buildings or uses, the Committee may attach reasonable conditions and safeguards that are consistent with the general purpose and intent of this chapter when approving the Final Development Plan.
- (b) The approved zoning classification or classifications of the land included within the PUD shall be recognized by the addition of "PUD" to the applicable zoning classifications. As an example, the residential zoning districts of R1, R2 and R3, if included within a PUD, would be labeled as PUD-R1, PUD-R2 and PUD-R3. The commercial zoning districts of LC and HC, if included within the PUD, would be labeled as PUD-LC and PUD-HC. Each approved zoning classification shall be on individual lots within the PUD.
- (c) A Development plan shall be submitted a part of the request to rezone the parcel or parcels of land into a PUD. At a minimum, the Development Plans shall show the following:
 - (a) ~~A single area of at least five acres is involved.~~
 - (b1) Each residential building and lot in the district shall conform to the appropriate residential district requirements and each commercial building and lot shall conform to the appropriate commercial district requirements. The location, size and proposed use of all structures and land to be included in the PUD district.
 - (2) Sufficient information to indicate that all applicable zoning ordinance requirements shall be met.
 - (c3) Adequate improvements to existing public streets as determined to serve the needs of the area involved shall be provided, if required.

- (d4) Adequate access to existing public streets and proper internal circulation ~~shall be provided for the development and emergency services.~~
- (e5) Adequate ~~sewer-septic, and drinking water, stormwater or other applicable~~ facilities ~~shall be provided.~~
- (6) Any additional items as requested by the town or the Committee to be incorporated into the Final Development Plan.
- (e) The property owner shall record the Final Approved Development Plan, including all approved conditions, in the Chippewa County Register of Deeds Office within 30 days of final approval. If the Final Development Plan is not recorded within said timeframe, the Final Development Plan shall be voided.
- (f) Amendments to Final Development Plan.
 - (1) After approval of the Final Development Plan by the Committee, the property owner may seek amendments to the Final Development Plan as recorded, only if difficulties or significant changes in circumstances are encountered in constructing the PUD which could not have reasonably been foreseen, such as with terrain or soil conditions or other physical complications, or changing market conditions, new technologies or emerging design ideas.
 - (2) Minor changes in the location, siting, and height of buildings and structures, or reductions in project density or intensity may be authorized by the Committee without additional public hearings if required by engineering or other circumstances not foreseen at the time the Final Development Plan was approved. No change authorized by this subsection may cause any of the following:
 - a. A change in the use or character of the development.
 - b. An increase in overall coverage of structures.
 - c. An increase in the intensity of use.
 - d. An increase in the problems of traffic circulation and public utilities.
 - e. A reduction in approved open space.
 - f. A reduction of off-street parking and loading space.
 - g. A reduction in required pavement widths.
 - (3) All other proposed changes in use, or rearrangement of lots, blocks, and building tracts, or any proposed changes in the provision of common open spaces and changes other than listed above, must be approved by the Committee subject to the procedures

specified in section 70-36. Such amendments may be made only if they are shown to be required by changes in conditions that have occurred since the Final Development Plan was approved.

(g) Enforcement.

- (1) Violations of the Final Development Plan shall be subject to enforcement under the provisions of section 70-31.
- (2) The property owner shall begin construction of the PUD within 12 months following the date of the recording of the Final Development Plan. The Committee may grant, in writing, an extension of this time period of up to 12 months upon demonstration of good cause by the property owner. If the property owner fails to commence construction of the PUD within the specified time, the Committee shall proceed with actions as specified in subsection 4. hereinbelow.
- (3) If the PUD is to be developed in stages, then the property owner must begin the construction of each stage within the time limits specified in the Final Development Plan. Construction in each phase shall include all the elements of that phase specified in the Final Development Plan.
- (4) The Administrator shall periodically monitor the construction of the PUD, with respect to conformance with the Final Development Plan, start of construction and development phasing. If the Administrator finds that the property owner has failed or is failing to develop the PUD in conformance with the Final Development Plan; or that the property owner has failed to begin development within the specified time period; or that the property owner is not proceeding in accordance with the approved development phasing, with respect to either timing of construction or an approved mix of project elements, then the Administrator shall give written notice to the developer to appear before the Committee within 30 days to report on the status of the PUD. Upon review of the PUD, the Committee may extend the time for start of construction or the length of the time needed to complete a phase, recommend that the property owner amend the Final Development Plan subject to the procedures specified in section 70-36, or terminate the project and repeal the PUD.
- (5) In the event the Committee deems it necessary to terminate the project and repeal the PUD Final Development Plan, the termination shall be subject to the procedures in section 70-36.

(Code 1980, § 17.34)

Secs. 70-77--70-100. Reserved.

2. That these ordinance amendments shall take effect upon passage and publication.

Forwarded to the County Board by the Planning & Zoning Committee.



STATEMENT OF EXPLANATION

Ordinance No. 06 - 25

ORD. 06-25: ORDINANCE TO AMEND CHAPTER 30, ARTICLE II OF THE CHIPPEWA COUNTY CODE OF ORDINANCES REGARDING NONMETALLIC MINING -FIRST READING - LYNDA SCHWEIKERT

The Land Conservation & Forest Management Department is proposing changes to Chapter 30 Environment Article II. Nonmetallic Mining Reclamation to be consistent with Wis. Admin. Code NR 135.

Proposed changes to the ordinance are as follows:

- *Sec. 30-102(c). Approval of reclamation plan:* Current ordinance references Sec. 30-105(g), the correct reference is Sec. 30-105(e),
- *Sec. 30-108. Permit duration:* Current ordinance references Wis. Admin. Code NR 135.24, the correct reference is Wis. Admin. Code NR 135.27,
- *Sec. 30-133(a) Contents and deadline:* Current ordinance requires operators to submit annual reports by the end of each year. The proposed change would require annual reports be submitted by the operator to LCFM by January 31st each year for the previous calendar year. This change would be consistent with administrative practice and Wis. Admin. Code NR 135.36(2).

The Land Conservation & Forest Management Department has submitted the proposed ordinance changes to the Wis. Department of Natural Resources pursuant to Wis. Admin. Code NR 135.45 and 135.46. The Wis. Department of Natural Resources has determined these changes are consistent with Wis. Admin. Code NR 135.

Ordinance No. 06 - 25

**ORD. 06-25: ORDINANCE TO AMEND CHAPTER 30, ARTICLE II OF THE CHIPPEWA COUNTY
CODE OF ORDINANCES REGARDING NONMETALLIC MINING -FIRST READING - LYND
SCHWEIKERT**

SEE ATTACHMENT

FINANCIAL IMPACT:

There is no fiscal impact to Chippewa County by passage of these ordinance amendments.

07/8/2025	County Board	
RESULT:	FIRST READING	Next: 8/12/2025 6:00 PM

History:

06/18/25 Land Conservation & Forest Management Committee FORWARD TO
COUNTY BOARD

Approved as to Form:

Todd A. Pauls

Todd A. Pauls, Corporation Counsel

5/28/2025

Lori Zwiefelhofer

Lori Zwiefelhofer, Finance Director

5/28/2025

Andy J. Albarado

Andy J. Albarado, County Administrator

6/3/2025

Chapter 30 ENVIRONMENT*

***Cross references:** Buildings and building regulations, ch. 10; county forest lands, ch. 16; floodplain zoning, ch. 32; health, ch. 34; land division, ch. 38; parks, ch. 50; shoreland zoning, ch. 54; waste treatment and disposal and sanitation, ch. 62; zoning, ch. 70.

Article I. In General

Secs. 30-1--30-30. Reserved.

Article II. Nonmetallic Mining Reclamation

Division 1. Generally

- Sec. 30-31. Purpose.
- Sec. 30-32. Statutory authority.
- Sec. 30-33. Restrictions adopted under other authority.
- Sec. 30-34. Interpretation.
- Sec. 30-35. Applicability.
- Sec. 30-36. Administration.
- Sec. 30-37. Effective date.
- Sec. 30-38. Definitions.
- Secs. 30-39--30-55. Reserved.

Division 2. Enforcement

- Sec. 30-56. Right of entry and inspection.
- Sec. 30-57. Orders and citations.
- Sec. 30-58. Penalties.
- Secs. 30-59--30-75. Reserved.

Division 3. Standards

- Sec. 30-76. Standards.
- Sec. 30-77. Nonmetallic mining refuse and other solid wastes.
- Sec. 30-78. Area disturbed and contemporaneous reclamation.
- Sec. 30-79. Public health, safety and welfare.
- Sec. 30-80. Habitat restoration.
- Sec. 30-81. Environmental protection, zoning and land use control.
- Sec. 30-82. Surface water and wetlands protection.
- Sec. 30-83. Groundwater protection.
- Secs. 30-84--30-100. Reserved.

Division 4. Permitting

- Sec. 30-101. Nonmetallic mining reclamation permit application.
- Sec. 30-102. Reclamation plan.
- Sec. 30-103. Financial assurance.
- Sec. 30-104. Public notice and right of hearing.
- Sec. 30-105. Issuance of a nonmetallic mining reclamation permit.
- Sec. 30-106. Permit denial.
- Sec. 30-107. Alternative requirements.
- Sec. 30-108. Permit duration.
- Sec. 30-109. Permit transfer.
- Sec. 30-110. Change of regulatory authority.

Sec. 30-111. Review.
Secs. 30-112--30-130. Reserved.

Division 5. Administration

Sec. 30-131. Permit modification.
Sec. 30-132. Permit suspension or revocation.
Sec. 30-133. Annual operator reporting.
Sec. 30-134. Plan review fees.
Sec. 30-135. Annual fees.
Sec. 30-136. Regulatory reporting and documentation.
Sec. 30-137. Completed reclamation; reporting; certification and effect.
Sec. 30-138. Permit termination.
Secs. 30-139--30-155. Reserved.

Division 6. Fees

Sec. 30-156. Fee schedule.
Secs. 30-157--30-180. Reserved.

Article III. Wellhead Protection

Sec. 30-181. Purpose and authority.
Sec. 30-182. Application of regulations.
Sec. 30-183. Definitions.
Sec. 30-184. Groundwater technical review committee.
Sec. 30-185. Administration.
Sec. 30-186. Penalties and enforcement.
Sec. 30-187. Appeals.
Sec. 30-188. Conflict and interpretation.
Sec. 30-189. Groundwater protection overlay district.
Sec. 30-190. Supremacy of overlay district.
Sec. 30-191. Zones.
Sec. 30-192. Groundwater protection overlay district's boundaries.
Sec. 30-193. Separation distance requirements and prohibited uses.
Sec. 30-194. Separation distance requirements.
Sec. 30-195. Prohibited uses.
Sec. 30-196. Conditional uses.
Sec. 30-197. Requirements for existing facilities which may cause or threaten to cause environmental pollution.
Sec. 30-198. Changing technology.

On March 13, 2012, the County Board adopted ordinance revisions to codify Resolution No. 39-11, which restructured the County Board committees, boards, and commissions in anticipation of the downsizing of the County Board from 29 to 15 supervisors. Not all ordinance subsections were revised, but those subsections that had material changes will be specifically designated at the end of those subsections.

ARTICLE I. IN GENERAL

Secs. 30-1--30-30. Reserved.

ARTICLE II. NONMETALLIC MINING RECLAMATION

DIVISION 1. GENERALLY

Sec. 30-31. Purpose.

The purpose of this article is to establish a local program to ensure the effective reclamation of nonmetallic mining sites on which nonmetallic mining takes place in the county after the effective date of the ordinance from which this article is derived, in compliance with Wis. Admin. Code ch. NR 135 and Wis. Stats. ch. 295, subch. 1 (Wis. Stats. §§ 295.11 et seq.).

(Ord. No. 07-01, § 2, 07-10-2001; Ord. No. 04-24, 03-12-2024)

Sec. 30-32. Statutory authority.

This article is adopted under authority of Wis. Stats. §§ 295.13(1), 59.51, and Wis. Admin. Code ch. NR 135.

(Ord. No. 04-07, 07-10-2007, Ord. 9-10, 9-14-2010; Ord. No. 04-24, 03-12-2024)

Sec. 30-33. Restrictions adopted under other authority.

The purpose of this article is to adopt and implement the uniform statewide standards for nonmetallic mining reclamation required by Wis. Stats. § 295.12(1)(a) and contained in Wis. Admin. Code ch. NR 135. It is not intended that this article repeal, abrogate, annul, impair or interfere with any existing rules, regulations, ordinances or permits not concerning nonmetallic mining reclamation previously adopted pursuant to other state law.

(Ord. No. 07-01, § 4, 07-10-2001; Ord. No. 04-24, 03-12-2024)

Sec. 30-34. Interpretation.

In their interpretation and application, the provisions of this article shall be held to be the applicable requirements for nonmetallic mining reclamation and shall not be deemed a limitation or repeal of any other power granted by statute outside the reclamation requirements for nonmetallic mining sites required by Wis. Stats. ch. 295, subch. 1 (Wis. Stats. §§ 295.11 et seq.) and Wis. Admin. Code ch. NR 135. Where any terms or requirements of this article may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this article is required by statute, or by a standard in Wis. Admin. Code ch. NR 135, and where the provision is unclear, the provision shall be interpreted to be consistent with the statute and the provisions of Wis. Admin. Code ch. NR 135.

(Ord. No. 07-01, § 5, 07-10-2001; Ord. No. 04-24, 03-12-2024)

Sec. 30-35. Applicability.

- (a) *Overall applicability.* The requirements of this article apply to all operators of nonmetallic mining sites within the county operating on or commencing to operate after August 1, 2001 and as provided in Wis. Admin. Code §§ NR 135.02(1) and 135.02(2) except where exempted in subsection (b) of this section and except for nonmetallic mining sites located in a city, village or town within the county that has adopted an ordinance pursuant to Wis. Stats. § 295.14 and Wis. Admin. Code § NR 135.32(2).

- (b) *Exemptions.* This article does not apply to the exempt activities listed in Wis. Admin. Code § NR 135.02(3).

(Ord. No. 07-01, § 07, 7-10-2001; Ord. No. 04-24, 03-12-2024)

Sec. 30-36. Administration.

The provisions of this article shall be administered by the Chippewa County Department of Land Conservation and Forest Management.

Note: The regulatory authority shall coordinate its efforts with those of the county Planning and Zoning Department in circumstances where a site or operation is subject to a conditional use permit under chapters 54 and 70, or other ordinance administered by the county Planning & Zoning Department.

(Ord. No. 09-10, 09-14-2010; Ord. No. 04-24, 03-12-2024)

Sec. 30-37. Effective date.

The provisions of this article shall take effect on August 1, 2001.

(Ord. No. 07-01, § 9, 07-10-2001)

Sec. 30-38. Definitions.

All definitions for the purposes of this article are those contained in Wis. Admin. Code § NR 135.03, as listed herein, with additional definitions as provided in this section.

- (1) *Alternative requirement* means an alternative to the reclamation standards of this article provided through a written authorization granted by the regulatory authority pursuant to sec. 30-107.
- (2) *Applicable reclamation ordinance* means a nonmetallic mining reclamation ordinance, including this article that applies to a particular nonmetallic mining site and complies with the requirements of this article, Wis. Admin. Code ch. NR 135 and Wis. Stats. ch. 295, subch. 1 (Wis. Stats. §§ 295.11 et seq.), unless the department is the regulatory authority as defined in subsec. (20)c. of this section. If the department is the regulatory authority, the term "applicable reclamation ordinance" means the relevant and applicable provisions of Wis. Admin. Code ch. NR 135.
- (3) *Borrow site* means an area outside of a transportation project site from which stone, soil, sand or gravel is excavated for use at the project site, except the term does not include commercial sources.
- (4) *Contemporaneous reclamation* means the sequential or progressive reclamation of portions of the nonmetallic mining site affected by mining operations that is performed in advance of final site reclamation, but which may or may not be final reclamation, performed to minimize the area exposed to erosion, at any one time, by nonmetallic mining activities.

- (5) *Department* means the Wisconsin Department of Natural Resources.
- (6) *Environmental pollution* has the meaning in Wis. Stats. § 295.11(2).
- (7) *Financial Assurance* means a commitment of funds or resources by an operator to the County that satisfies the requirements of sec. 30-103 and Wis. Admin. Code NR 135.40, and is sufficient to pay for reclamation activities required by this article.
- (8) *Highwall* means a vertical or nearly vertical face in solid rock or a slope of consolidated or unconsolidated material that is steeper than 3:1.
- (9) *Landowner* means the person who has title to land in fee simple or who holds a land contract for the land. A landowner is not a person who owns nonmetallic mineral rights to land, if a different person possesses title to that land in fee simple or holds a land contract for that land.
- (10) *Licensed professional geologist* means a person who is registered as a professional geologist pursuant to Wis. Stats. Chapter 470.
- (11) *Municipality* means any city, county, town or village.
- (12) *Nonmetallic mineral* means a product, commodity or material consisting principally of naturally occurring, organic or inorganic, nonmetallic, nonrenewable material. Nonmetallic minerals include, but are not limited to, stone, sand, gravel, asbestos, beryl, diamond, clay, coal, feldspar, peat, talc and topsoil.
- (13) *Nonmetallic mining* and *mining* mean all of the following:
 - a. Operations or activities at a nonmetallic mining site for the extraction from the earth of mineral aggregates or nonmetallic minerals for sale or use by the operator. Nonmetallic mining includes use of mining equipment or techniques to remove materials from the in-place nonmetallic mineral deposit, including drilling and blasting, as well as associated activities such as excavation, grading and dredging. Nonmetallic mining does not include removal from the earth of products or commodities that contain only minor or incidental amounts of nonmetallic minerals, such as commercial sod, agricultural crops, ornamental or garden plants, forest products, Christmas trees or plant nursery stock.
 - b. Processes carried out at a nonmetallic mining site that are related to the preparation or processing of the mineral aggregates or nonmetallic minerals obtained from the nonmetallic mining site. These processes include, but are not limited to, stockpiling of materials, blending mineral aggregates or nonmetallic minerals with other mineral aggregates or nonmetallic minerals, blasting, grading, crushing, screening, scalping and dewatering.
- (14) *Nonmetallic mining reclamation* or *reclamation* mean the rehabilitation of a nonmetallic mining site to achieve a land use specified in a nonmetallic mining reclamation plan approved under this article, including removal or reuse of nonmetallic mining refuse, grading of the nonmetallic mining site, removal, storage and replacement of topsoil, stabilization of soil conditions, reestablishment of vegetative cover, control of surface

water and groundwater, prevention of environmental pollution and if practicable the restoration of plant, fish and wildlife habitat.

- (15) *Nonmetallic mining refuse* means waste soil, rock and mineral, as well as other natural site material resulting from nonmetallic mining. Nonmetallic mining refuse does not include marketable byproducts resulting directly from or displaced by the nonmetallic mining.
- (16) *Nonmetallic mining site* and *site* mean all contiguous areas of present or proposed mining described in subsec. (16)a. of this section, subject to the qualifications in subsec. (16)b. of this section.
- a. Nonmetallic mining site means the following:
1. The location where nonmetallic mining is proposed or conducted.
 2. Storage and processing areas that are in or contiguous to areas excavated for nonmetallic mining.
 3. Areas where nonmetallic mining refuse is deposited.
 4. Areas affected by activities such as the construction or improvement of private roads or haulage ways for nonmetallic mining.
 5. Areas where grading or regrading is necessary.
 6. Areas where nonmetallic mining reclamation activities are carried out or structures needed for nonmetallic mining reclamation, such as topsoil stockpile areas, revegetation test plots or channels for surface water diversion are located.
- b. The term "nonmetallic mine site" does not include any of the following areas:
1. Those portions of sites listed in subsec. (16)a. of this section not used for nonmetallic mining or purposes related to nonmetallic mining after August 1, 2001.
 2. Separate, previously mined areas that are not used for nonmetallic mineral extraction after August 1, 2001, and are not contiguous to mine sites, including separate areas that are connected to active mine sites by public or private roads.
 3. Areas previously mined but used after August 1, 2001, for a non-mining activity, such as stockpiles of materials used for an industrial process unrelated to nonmetallic mining.
- (17) *Operator* means any person who is engaged in, or who has applied for a permit to engage in, nonmetallic mining, whether individually, jointly or through subsidiaries, agents, employees, contractors or subcontractors.

- (18) *Person* means an individual, owner, operator, corporation, limited liability company, partnership, association, county, municipality, interstate agency, state agency or federal agency.
- (19) *Registered professional engineer* means a person who is registered as a professional engineer pursuant to Wis. Stats. §§ 443.04 and 443.09.
- (20) *Regulatory authority* has the meaning given in Wis. Admin. Code § NR 135.03(20), and for purposes of this article, also means the Chippewa County Department of Land Conservation and Forest Management.
- (21) *Replacement of topsoil* means the replacement or redistribution of topsoil or topsoil substitute material to all areas where topsoil was actually removed or affected by nonmetallic mining for the purposes of providing adequate vegetative cover and stabilization of soil conditions needed to achieve the approved postmining land use and as required by the reclamation plan approved pursuant to this article.
- (22) *Solid waste* means any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility and other discarded or salvageable materials, including solid, liquid, semisolid or contained gaseous materials resulting from industrial, commercial, mining and agricultural operations, and from community activities, but does not include solids or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under Wis. Stats. ch. 283, or source material, special nuclear material or byproduct material, as defined in Wis. Stats. § 254.31 (1).
- (23) *Topsoil* means the surface layer of soil which is generally more fertile than the underlying soil layers, which is the natural medium for plant growth and which can provide the plant growth, soil stability and other attributes necessary to meet the success standards approved in the reclamation plan.
- (24) *Topsoil substitute material* means soil or other unconsolidated material either used alone or mixed with other beneficial materials and which can provide the plant growth, site stability and other attributes necessary to meet the success standards approved in the reclamation plan.
- (25) *Unreclaimed acre* and *unreclaimed acres* mean:
- a. Those unreclaimed areas in which nonmetallic mining has occurred after August 1, 2001, and areas where nonmetallic mining reclamation has been completed but is not yet certified as reclaimed under sec. 30-137(c). However, the term does not include any areas described in subsec. (25)b. of this section.
 - b. The terms "unreclaimed acre" and "unreclaimed acres" do not include:
 1. Those areas where reclamation has been completed and certified as reclaimed under sec. 30-137(c).
 2. Those areas previously affected by nonmetallic mining but which are not used for nonmetallic mining after August 1, 2001.

3. Those portions of nonmetallic mining sites, which are included in a nonmetallic mining reclamation plan, approved pursuant to this article but is not yet affected by nonmetallic mining.
4. Areas previously mined but used after August 1, 2001, for a nonmining activity, such as stockpiling of materials used for an industrial activity such as an asphalt plant, concrete batch plant, block and tile operation or other industry that uses products produced from nonmetallic mining.
5. For purposes of fees under sec. 30-135, those areas within a nonmetallic mining site which the regulatory authority has determined to have been successfully reclaimed on an interim basis in accordance with sec. 30-137(c).

(Ord. No. 4-07, 7-10-2007, Ord. No. 9-10, 9-14-2010; Ord. No. 08-12, 03-12-2012; Ord. No. 04-24, 03-12-2024)

Cross references: Definitions generally, § 1-3.

Secs. 30-39—30-55. Reserved.

DIVISION 2. ENFORCEMENT

Sec. 30-56. Right of entry and inspection.

For the purpose of ascertaining compliance with the provisions of Wis. Stats. ch. 295, subch. 1 (Wis. Stats. §§ 295.11 et seq.), Wis. Admin. Code ch. NR 135, or this article, any authorized officer, agent, employee or representative of the regulatory authority may inspect any nonmetallic mining site subject to this article as provided in Wis. Stats. § 295.17(1) and Wis. Admin. Code § NR 135.42.

(Ord. No. 7-01, § 31, 7-10-2001; Ord. No. 04-24, 03-12-2024)

Sec. 30-57. Orders and citations.

- (a) *Enforcement orders.* The regulatory authority may issue orders as set forth in Wis. Stat. § 295.19(1)(a) to enforce Wis. Stats. ch. 295, subch. 1 (Wis. Stats. §§ 295.11 et seq.), Wis. Admin. Code ch. NR 135, this article, a permit issued pursuant to this article or a reclamation plan required by sec. 30-102 and a permit issued under this article. A violation of this article, an order or permit issued pursuant to this article or a reclamation plan required by sec. 30-102 and a permit issued under this article shall be considered a violation of Wis. Stats. ch. 295, subch. 1 (Wis. Stats. §§ 295.11 et seq.) and Wis. Admin. Code ch. NR 135.
- (b) *Special orders.* The regulatory authority may issue a special order as set forth in Wis. Stats. § 295.19(1)(b) and (c) suspending or revoking a nonmetallic mining reclamation permit pursuant to sec. 30-132, or directing an operator to immediately cease an activity regulated under Wis. Stats. ch. 295, subch. 1 (Wis. Stats. §§ 295.11 et seq.), Wis. Admin. Code ch. NR 135 or this article until the necessary plan approval is obtained.
- (c) *Review of orders.* An order issued under subsecs. (a) or (b) of this section may be reviewed as provided in Wis. Admin. Code § NR 135.43(2).

- (d) *Citations.* The regulatory authority may issue a citation under Wis. Stats. § 66.0113 and sec. 1-12 to collect forfeitures or require any action needed to enforce Wis. Stats. ch. 295, subch. 1 (Wis. Stats. §§ 295.11 et seq.), Wis. Admin. Code ch. NR 135, this article, a permit issued pursuant to this article or a reclamation plan required by sec. 30-102 and a permit issued under this article. The issuance of a citation under this subsection shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this subsection.
- (e) *Enforcement.* The regulatory authority may submit any order issued under this section to the district attorney, the corporation counsel, the municipal attorney or the attorney general for enforcement as provided in Wis. Stats. § 295.19(1)(d).

(Ord. No. 07-01, § 32, 07-10-2001; Ord. No. 04-24, 03-12-2024)

Sec. 30-58. Penalties.

Any violation of Wis. Stats. Ch. 295, subch. 1 (Wis. Stats. §§ 295.11 et seq.), Wis. Admin. Code ch. NR 135, this article, a permit issued pursuant to this article, or a reclamation plan required by sec. 30-102 and a permit issued under this article may result in forfeitures as provided in Wis. Stats. § 295.19(3) and secs. 1-11 and 1-12 of the Code of Ordinances, County of Chippewa, Wisconsin.

(Ord. No. 04-07, 07-10-2007, Ord. No. 09-10, 09-14-2010; Ord. No. 04-24, 03-12-2024)

Secs. 30-59—30-75. Reserved.

DIVISION 3. STANDARDS

Sec. 30-76. Standards.

All nonmetallic mining sites subject to this article shall be reclaimed in conformance with the standards contained in Wis. Admin. Code §§ NR 135.05- 135.15.

Note: The Department of Land Conservation and Forest Management has published technical guidance for site reclamation. Copies of *A Guide to Developing Reclamation Plans for Nonmetallic Mining Sites in Chippewa County, WI* (LCFM 11/17/21) may be obtained from the Department of Land Conservation and Forest Management. The guidance is also available at www.chippewacountywi.gov/government/land-conservation-forest-management

(Ord. No. 07-01, § 11(11.00), 70-10-2001) (Ord. No. 08-12, 03-12-2012; Ord. No. 05-21, 01-11-2022; Ord. No. 04-24, 03-12-2024)

Sec. 30-77. Nonmetallic mining refuse, solid waste, and recyclable material.

- (a) A nonmetallic mining site permitted under sec. 30-105 shall meet the requirements of all federal, state and municipal laws and ordinances regulating nonmetallic mining refuse, recyclables, solid waste and hazardous waste material disposal.

- (b) Nonmetallic mining refuse shall be reused in accordance with a reclamation plan. Other solid wastes shall be disposed of in accordance with applicable rules of the department adopted pursuant to Wis. Stats. chs. 289 and 291.
- (c) Material generated from offsite sources is allowed to be stored onsite for use in reclamation if approved in the reclamation plan pursuant to sec. 30-102, and must meet the requirements of all federal, state and municipal laws and ordinances regulating nonmetallic mining refuse, recyclables, solid waste and hazardous waste material disposal.

(Ord. No. 04-07, 07-10-2007; Ord. No. 09-10, 09-14-2010; Ord. No. 08-12, 03-12-2012; Ord. No. 04-24, 03-12-2024)

Sec. 30-78. Area disturbed and contemporaneous reclamation.

Nonmetallic mining reclamation shall be conducted, to the extent practicable, to minimize the area disturbed by nonmetallic mining and to provide for nonmetallic mining reclamation of portions of the nonmetallic mining site while nonmetallic mining continues on other portions of the nonmetallic mining site.

(Ord. No. 07-01, § 11(11.12), 07-10-2001)

Sec. 30-79. Public health, safety and welfare.

- (a) *Compliance with public health, safety and welfare regulations.* All nonmetallic mining sites shall be reclaimed in a manner to comply with federal, state and local regulations governing public health, safety and welfare.
- (b) *Highwalls.* To determine whether designated highwalls in solid bedrock are safe and stable, in a condition consistent with the post-mining land use to be achieved, and not in need of reclamation, the regulatory authority may require a site-specific engineering analysis be performed by a registered professional engineer to demonstrate that an acceptable slope stability factor is attainable at a steeper slope. In the alternative, the regulatory authority may require the operator to install, and manage a field test plot to demonstrate that a safe and stable condition will be achieved and that the post-mining land use specified in the reclamation plan will not be adversely affected.

(Ord. No. 07-01, § 11(11.13), 07-10-2001; Ord. No. 05-21, 01-11-2022; Ord. No. 04-24, 03-12-2024)

Cross references: Health, ch. 34.

Sec. 30-80. Habitat restoration.

When the land use required by the reclamation plan approved pursuant to an applicable reclamation ordinance requires plant, fish or wildlife habitat, it shall be restored, to the extent practicable, to a condition at least as suitable as that which existed before the lands were affected by nonmetallic mining operations.

(Ord. No. 7-01, § 11(11.14), 7-10-2001)

Sec. 30-81. Environmental protection, zoning and land use control.

Compliance with environmental protection, zoning and land use control regulations. Reclamation of nonmetallic mining sites shall comply with any other applicable federal, state and local laws including those related to environmental protection, zoning and land use control. Note: Other applicable environmental, zoning or land use regulations may include Wis. Admin. Code chs. NR 40, 103, 115, 116, 117, 205, 216, 269, 105, 106, 140, 150, 151, 340, 500-555, 590, and 812, Wis. Stats. chs. 23, 30, 66 and 91, and Section 404 of the Clean Water Act (33 USC 1344), which may be applicable to all or part of either an existing or proposed nonmetallic mining project.

(Ord. No. 07-01, § 11(11.15), 07-10-2001; Ord. No. 05-21, 01-11-2022; Ord. No. 04-24, 03-12-2024)

Sec. 30-82. Surface water and wetlands protection.

Compliance with water quality standards. Nonmetallic mining reclamation shall be conducted and completed in a manner that assures compliance with water quality standards for surface waters and wetlands contained in Wis. Admin. Code chs. NR 102 through 105. Before disturbing the surface of a nonmetallic mining site and removing topsoil, all necessary measures for diversion and drainage of runoff from the site to prevent pollution of waters of the state shall be installed in accordance with the reclamation plans approved pursuant to an applicable reclamation ordinance. Diverted or channelized runoff resulting from reclamation may not adversely affect neighboring properties.

(Ord. No. 07-01, § 11(11.20), 07-10-2001; Ord. No. 05-21, 01-11-2022; Ord. No. 04-24, 03-12-2024)

Sec. 30-83. Groundwater protection.

- (a) *Groundwater quantity.* A nonmetallic mining site shall be reclaimed in a manner that does not cause a permanent lowering of the water table that results in adverse effects on surface waters or a significant reduction in the quantity of groundwater reasonably available for future users of groundwater.
- (b) *Groundwater quality.* Nonmetallic mining reclamation shall be conducted in a manner which does not cause groundwater quality standards in Wis. Admin. Code ch. NR 140 to be exceeded at a point of standards application.

(Ord. No. 07-01, § 11(11.30), 07-10-2001; Ord. No. 04-24, 03-12-2024)

Secs. 30-84--30-100. Reserved.

DIVISION 4. PERMITTING**Sec. 30-101. Nonmetallic mining reclamation permit application.**

- (a) *Nonmetallic Mining Reclamation Permit Application Required.* No person may engage in nonmetallic mining or in nonmetallic mining reclamation without possessing a nonmetallic mining reclamation permit issued by the regulatory authority pursuant to this article, unless the activity is specifically exempted in sec. 30-35(a) or (b), or sec. 30-38(16)(b). All reclamation permit applications under this section shall be accompanied by the information required by Wis. Admin. Code §§ NR 135.181) and (2), and by a plan review fee as specified in sec. 30-134.

(Ord. No. 07-01, § 12, 07-10-2001; Ord. No. 04-24, 03-12-2024)

Sec. 30-102. Reclamation plan.

- (a) *Reclamation plan requirements.* All operators of nonmetallic mining sites subject to this article shall prepare and submit a reclamation plan that meets the requirements of Wis. Admin. Code § NR 135.19, including the provisions of Wis. Admin. Code §§ NR 135.19(1) through NR 135.19(7), and complies with the standards of Wis. Admin. Code §§ NR 135.05-135.15.
- (b) *Existing plans and approvals.* To avoid duplication of effort, the reclamation plan required by this section may, by reference, incorporate existing plans or materials that meet the requirements of this section.
- (c) *Approval of reclamation plan.* The regulatory authority shall approve, conditionally approve or deny the reclamation plan submitted under this section in writing as part of permit issuance pursuant to sec. 30-105. Conditional approvals of reclamation plans shall be made according to sec. 30-105(ge), and denials of reclamation plans made according to sec. 30-106. The operator shall keep a copy of the reclamation plan required by this section, once approved by the regulatory authority under this article, at the mine site or, if not practicable, at the operator's nearest office or place of business.

(Ord. No. 07-01, § 13, 07-10-2001; Ord. No. 08-12, 03-12-2012; Ord. No. 05-21, 01-11-2022; Ord. No. 04-24, 03-12-2024)

Sec. 30-103. Financial assurance.

- (a) *Financial assurance requirements.* All operators of nonmetallic mining sites in the county shall prepare and submit a proof of financial assurance of successful reclamation that meets the requirements of Wis. Admin. Code § NR 135.40.

An eligible operator, qualifying as a company as defined under Wis. Stats. § 289.41(1)(b), that seeks to meet its financial assurance obligation under the net worth test of Wis. Admin. Code § NR 135.40(13) shall submit the data and financial information provided in the opinion of a certified public accountant, as required by Wis. Admin. Code §§ NR 135.40(13)(a) through (e), and Wis. Stats. §§ 289.41(4), (5) and (6).

- (b) *Public nonmetallic mining.* The financial assurance requirements of this section do not apply to nonmetallic mining conducted by the state, a state agency, board, commission or department, or a municipality.

(Ord. No. 07-01, § 14, 07-10-2001; Ord. No. 05-21, 01-11-2022; Ord. No. 04-24, 03-12-2024)

Sec. 30-104. Public notice and right of hearing.

- (a) The regulatory authority shall provide public notice and the opportunity for a public informational hearing as set forth in Wis. Admin. Code §§ NR 135.20(1) and 135.20(2) for any nonmetallic mining site for which a complete reclamation permit application that satisfies sec. 30-101 is received by posting a Class I legal notice under Wis. Stats. §985.07(1) in the manner provided under sec. 2-3 of the Chippewa County Code of Ordinances. The public notice and informational hearing provided for under this section shall not be required for a nonmetallic mining reclamation permit issued to a local transportation-related mine pursuant to sec. 30-105(c).

(Ord. No. 07-01, § 15, 07-10-2001; Ord. No. 04-24, 03-12-2024; Ord. No. 13-24, 09-10-2024)

Sec. 30-105. Issuance of a nonmetallic mining reclamation permit.

- (a) *Permit required.* No person may engage in nonmetallic mining or nonmetallic mining reclamation without a reclamation permit issued pursuant to this article.
- (b) *Permit issuance.* Applications for reclamation permits for nonmetallic mining sites that satisfy sec. 30-101 shall be issued a reclamation permit or otherwise acted on as provided in Wis. Admin. Code § NR 135.21. The permit shall require compliance with a reclamation plan submitted by the applicant that conforms to sec. 30-102, and provision by the applicant of financial assurance that conforms to sec. 30-103 payable to the regulatory authority prior to beginning mining.
- (c) *Automatic permit for local transportation-related mines.* The regulatory authority shall issue an automatic permit under this subsection for any borrow site operated to provide material for a locally-administered transportation project that meets the criteria in Wis. Admin. Code § NR 135.23(1)(a). This automatic permit shall be issued according to the provisions of Wis. Admin. Code §§ NR 135.23(1)(b)-(j).
- (d) *Expedited review.* Any operator of a nonmetallic mining site may obtain an expedited review of a reclamation permit application by paying the expedited review fee specified in sec. 30-133(b) 30-134(d). The expedited review shall be carried out according to the provisions of Wis. Admin. Code § NR 135.23(2). Such expedited review shall not waive, shorten or otherwise affect the public notice and right of hearing pursuant to sec. 30-104.
- (e) *Permit conditions.* Permits issued under this section may include conditions as provided in Wis. Admin. Code § NR 135.21(2). One required condition shall be that new mines shall obtain financial assurance prior to beginning mining pursuant to Wis. Admin. Code § NR 135.40.

(Ord. No. 07-01, § 16, 07-10-2001; Ord. No. 04-24, 03-12-2024)

Sec. 30-106. Permit denial.

An application for a nonmetallic mining reclamation permit shall be denied if any of the factors specified in Wis. Admin. Code § NR 135.22 exist.

(Ord. No. 07-01, § 17, 07-10-2001; Ord. No. 04-24, 03-12-2024)

Sec. 30-107. Alternative requirements.

- (a) *Scope of alternative requirements approvable.* An operator of a nonmetallic mining site may request an alternative requirement to any reclamation standard established in sec. 30-76. Such a request may be made only on the basis of the criteria set forth in Wis. Admin. Code § NR 135.26(1).
- (b) *Procedures.* The operator of a nonmetallic mining site requesting an alternate requirement in subsec. (a) of this section shall demonstrate all the criteria in Wis. Admin. Code § NR 135.26(1) in writing to the regulatory authority. The regulatory authority shall evaluate and act upon the request. The regulatory authority may grant the request, grant the request with conditions, or deny the request. Decisions of the regulatory authority, as rendered under this section, may be appealed to the county land conservation committee established under Wis. Stats. ch. 92 and

acting under the authority of Wis. Stats. §§ 92.07(2) and 92.07(11).

- (c) *Transmittal of decision on request for alternate requirement.* The decision on a request for alternative reclamation requirements shall be in writing to the applicant and shall include documentation of why the alternative requirement was or was not approved.
- (d) *Notice to department.* The regulatory authority shall provide notice of its decision under subsec. (b) of this section to the department, as provided in Wis. Admin. Code § NR 135.26(3).

(Ord. No. 07-01, § 18, 07-10-2001) (Ord. No. 08-12, 03-12-2012; Ord. No. 04-24, 03-12-2024)

Sec. 30-108. Permit duration.

A nonmetallic mining reclamation permit issued under this article shall last through operation and reclamation of the nonmetallic mining site, unless suspended or revoked pursuant to sec. 30-57(b), or as limited under Wis. Admin. Code § NR 135.274 where the mine operator is not the landowner.

(Ord. No. 07-01, § 19, 07-10-2001; Ord. No. 04-24, 03-12-2024)

Sec. 30-109. Permit transfer.

A nonmetallic mining reclamation permit issued under this article shall be transferred to a new owner or operator upon satisfaction of the conditions in Wis. Admin. Code § NR 135.28.

(Ord. No. 07-01, § 20, 07-10-2001)

Sec. 30-110. Change of regulatory authority.

If there is a change of regulatory authority for a nonmetallic mining site, the operator's nonmetallic mining permit shall remain in effect and be enforceable until the permit is modified by the new regulatory authority.

(Ord. No. 07-01, § 21, 07-10-2001; Ord. No. 04-24, 03-12-2024)

Sec. 30-111. Review.

Pursuant to Wis. Admin. Code § NR 135.30, and notwithstanding Wis. Stats. §§ 68.001, 68.03(8) and (9), 68.06 and 68.10(1)(b), Stats., any person who meets the requirements of s. 227.42(1), Stats., may obtain a contested case hearing under Wis Stats. § 68.11, Stats., on the regulatory authority's decision to issue, deny, or modify a nonmetallic mining reclamation permit. Pursuant to Wis. Admin. Code § NR 135.43(2), and notwithstanding Wis Stats. §§ 68.001, 68.03(8) and (9), 68.06 and 68.10(1)(b), a person holding a reclamation permit who is subject to an order issued under Wis. Admin. Code §§ NR 135.43(1)(a) and (b), may obtain a contested case hearing under Wis. Stats. § 68.11.

A contested case hearing under this article shall be conducted by an impartial decision maker provided by the County. The impartial decision maker may be a licensed attorney, administrative law judge, or retired circuit court judge; or an officer, committee, board, commission or the governing body who did not participate in making or reviewing the initial determination. In addition to conducting the hearing, the person shall make the decision on the administrative appeal. In the alternative, the County may provide that the impartial person, committee, board or commission designated to conduct the hearing

shall provide to the decision maker, as set forth in Wis. Stats. § 68.11(2).

(Ord. No. 07-01, § 22, 07-10-2001; Ord. No. 05-21, 01-11-2022; Ord. No. 04-24, 03-12-2024)

Secs. 30-112--30-130. Reserved.

DIVISION 5. ADMINISTRATION*

***Cross references:** General Government and Administration, ch. 2.

(Ord. No. 7-18; 08-14-2018)

Sec. 30-131. Permit modification.

- (a) *By the regulatory authority.* A nonmetallic mining reclamation permit issued under this article may be modified by the regulatory authority if it finds that, due to changing conditions, the nonmetallic mining site is no longer in compliance with this article. Such modification shall be by an order conforming to the procedures in sec. 30-57 and as provided in Wis. Admin. Code § NR 135.24(1).
- (b) *At the operator's option.* If the operator of any nonmetallic mine that holds a reclamation permit issued under this article desires to modify such permit or reclamation plan approved under this article, it may request such modification by submitting a written application for such modification to the regulatory authority. The application for permit or plan modification shall be acted on using the standards and procedures of this article.
- (c) *Required by the operator.* The operator of any nonmetallic mine that holds a reclamation permit issued under this article shall request a modification of such permit if required under the circumstances set out in Wis. Admin. Code § NR 135.27. Such application for permit modification shall be acted on using the standards and procedures of this article.
- (d) *Review.* All actions on permit modifications requested or initiated under this section are subject to review under sec. 30-111.

(Ord. No. 07-01, § 23, 07-10-2001; Ord. No. 04-24, 03-12-2024)

Sec. 30-132. Permit suspension or revocation.

- (a) *Grounds.* The regulatory authority may suspend or revoke a nonmetallic mining reclamation permit issued pursuant to this article if it finds any of the grounds listed in Wis. Admin. Code § NR 135.25(1).
- (b) *Procedures.* If the regulatory authority finds grounds for suspending or revoking a nonmetallic mining reclamation permit as set forth in subsec. (a) of this section, it may issue a special order suspending or revoking such permit as set forth in sec. 30-57(b).
- (c) *Consequences.* The consequences of a reclamation permit suspension or revocation order under subsec. (b) of this section shall be as set forth in Wis. Admin. Code §§ NR 135.25(2) and (3).

(Ord. No. 07-01, § 24, 07-10-2001; Ord. No. 04-24, 03-12-2024)

Sec. 30-133. Annual operator reporting.

- (a) *Contents and deadline.* Annual reports shall be submitted by the operators of nonmetallic mining sites that satisfy the requirements of Wis. Admin. Code § NR 135.36. ~~These Annual reports shall cover activities on unreclaimed acreage for the previous calendar year before reclamation during a calendar year, and, and~~ shall be submitted by January 31 of each year before the end of each calendar year to the regulatory authority. Annual reports shall be submitted until reclamation at each nonmetallic mining site is certified as complete under sec. 30-137.
- (b) *Inspection in lieu of report.* The regulatory authority may, at its discretion, obtain the information required in subsec. (a) of this section by written documentation of an inspection it completes during a calendar year, as set forth in Wis. Admin. Code § NR 135.36(4).
- (c) *Retention of annual reports.* Annual reports submitted under this section or inspection records that replace them shall be retained by the regulatory authority for at least ten (10) years after the calendar year to which they apply. These records, or accurate copies of them, shall be made available to the department upon written request or during the department's inspection or audit activities carried out pursuant to Wis. Admin. Code ch. NR 135.

(Ord. No. 07-01, § 25, 07-10-2001; Ord. No. 08-12, 03-12-2012; Ord. No. 04-24, 03-12-2024)

Sec. 30-134. Plan review fees.

- (a) *Amount and applicability.* A person who intends to operate a nonmetallic mining site for which a permit application has been submitted under sec. 30-101(c) shall submit a nonrefundable plan review fee based upon a plan review fee schedule approved by the Board of Supervisors.
- (b) *Establishment of fee.* The plan review fee shall be established to equal as closely as possible the regulatory authority's cost of administering the permitting and plan review processes established in secs. 30-101 through 30-107.
- (c) *Annual review.* The plan review fee shall be reviewed annually by the Land Conservation and Forest Management Committee and shall be adjusted by the committee to account for changes in the cost of public administration. No plan review fee may be assessed under this section for any nonmetallic mine site for which an application for an automatic reclamation permit is submitted that meets the requirements of sec. 30-101(b) or for any local transportation-related mine issued an automatic permit under sec. 30-105(e). A separate plan review fee shall be paid under this section for any modification to an existing reclamation plan submitted pursuant to sec. 30-131.
- (d) *Expedited plan review fee.* A person who intends to operate a nonmetallic mining site for which a permit application has been submitted under sec. 30-101(c) may obtain expedited reclamation plan review by paying a fee of \$500.00. This expedited plan review process and permit action shall be completed within forty-five (45) days of the permit application. Such fee shall be in addition to that required in subsec. (a) of this section.
- (e) *Relation to annual fee.* Any reclamation plan review fee or expedited reclamation plan review fee collected under this section shall be added to and collected as part of the first annual fee

collected under sec. 30-135.

(Ord. No. 07-01, § 26, 07-10-2001; Ord. No. 08-12, 03-12-2012; Ord. No. 04-24, 03-12-2024)

Sec. 30-135. Annual fees.

- (a) *Areas subject to fees, procedures and deadline.* Operators of all nonmetallic mining sites subject to reclamation permits issued under this article shall submit an annual fee to the regulatory authority. Fees paid under this section shall include both a share for the department under subsec. (b) of this section and a share for the regulatory authority under subsec. (c) of this section that equals as closely as possible the costs of examination and approval of nonmetallic mining reclamation plans and the inspection of nonmetallic mining reclamation-sites. Annual fees shall be calculated based on the amount of unreclaimed acres of each site, as defined in Wis. Admin. Code § NR 135.39(1) and according to its provisions. Such fees apply to a calendar year or any part of a year in which nonmetallic mining takes place, until final reclamation is certified as complete under sec. 30-137. Annual fees shall be paid on or before January 31 for the previous year.
- (b) *Department share of fee.* Fees paid under this section shall include a share for the department equal to the amount specified in Wis. Admin. Code § NR 135.39(3). For sites on which no nonmetallic mining has taken place during a calendar year, fees to be paid under this section for the following year shall be the amount specified in the permit fee schedule.
- (c) *The regulatory authority share of fee.* Fees paid under this section shall also include an annual fee due to the regulatory authority, which shall be the amount specified in sec. 30-156.
- (d) *Reduced fee for inactive mines.* Any site on which no nonmetallic mining activity has taken place in a calendar year, and where no activity is planned for the following calendar year, shall be assessed at a reduced fee as specified in sec. 30-156.

(Ord. No. 07-01, § 27, 07-10-2001; Ord. No. 08-12, 03-12-2012; Ord. No. 04-24, 03-12-2024)

Sec. 30-136. Regulatory reporting and documentation.

- (a) *Reporting.* The regulatory authority shall send an annual report to the department including the information required by Wis. Admin. Code § NR 135.37.
- (b) *Documentation.* The regulatory authority shall, to the best of its ability, maintain the information set forth in Wis. Admin. Code § NR 135.47(3), and make it available to the department for that agency's audit of the regulatory authority's reclamation program pursuant to Wis. Admin. Code § NR 135.47.

(Ord. No. 07-01, § 28.00, 07-10-2001; Ord. No. 08-12, 03-12-2012; Ord. No. 04-24, 03-12-2024)

Sec. 30-137. Completed reclamation; reporting; certification and effect.

- (a) *Reporting.* The operator of a nonmetallic mining site shall notify the regulatory authority of completion of reclamation for a portion or all of the nonmetallic mining site pursuant to a reclamation plan prepared and approved pursuant to this article and Wis. Admin. Code ch. NR 135.

- (b) *Reporting of interim reclamation.* The operator of a nonmetallic mining site may report completion of interim reclamation as specified in the reclamation plan for the site prepared and approved pursuant to this article and Wis. Admin. Code ch. NR 135. Reporting of interim reclamation shall be done according to the procedures in subsec. (a) of this section.
- (c) *Certification of completed reclamation.* The regulatory authority shall inspect a nonmetallic mining site for which reporting of reclamation or interim reclamation has been submitted pursuant to this section within sixty (60) days of receipt, and make a determination in writing in accordance with Wis. Admin. Code § NR 135.40(7)(c). If it is determined that interim or final reclamation is complete, including revegetation as specified in a plan that conforms with sec. 30-102, the regulatory authority shall issue the mine operator a written certificate of completion.
- (d) *Effect of completed reclamation.* If reclamation is certified by the regulatory authority as complete under subsec. (c) of this section for part or all of a nonmetallic mining site, then:
- (1) No fee shall be assessed under sec. 30-135 for the area so certified.
 - (2) The financial assurance required by sec. 30-103 shall be released.
 - (3) For sites which are reported as interim reclaimed under subsec. (b) of this section and so certified under subsec. (c) of this section, financial assurance for reclaiming the certified area shall be waived.
- (e) *Effect of inaction following report of completed reclamation.* If no written response as required by subsec. (c) of this section for an area of the mine site reported as reclaimed or interim reclaimed is given within sixty (60) days of receiving such request, any annual fee paid to the regulatory authority for it under sec. 30-135 shall be refunded.

(Ord. No. 07-01, § 29, 07-10-2001; Ord. No. 04-24, 03-12-2024)

Sec. 30-138. Permit termination.

When all final reclamation required by a reclamation plan conforming to sec. 30-102 and required by this article is certified as complete pursuant to sec. 30-136, the regulatory authority shall issue a written statement to the operator of the nonmetallic mining site, thereby terminating the reclamation permit.

(Ord. No. 07-01, § 30, 07-10-2001; Ord. No. 04-24, 03-12-2024)

Secs. 30-139--30-155. Reserved.

DIVISION 6. FEES

Sec. 30-156. Fee schedule.

Fees for the administration of the nonmetallic mining reclamation ordinance shall be set by the Land Conservation and Forest Management Committee and approved by the County Board from time to time. The fee schedule shall be available from the Department of Land Conservation and Forest Management.

(Ord. No. 7-01, 7-10-2001) (Ord. No. 08-12, 03-12-2012)

Secs. 30-157--30-180. Reserved.

ARTICLE III. WELLHEAD PROTECTION

Sec. 30-181. Purpose and authority.

- (a) *Purpose.* The residents of the county depend exclusively on groundwater for a safe drinking water supply. Certain land use practices and activities can seriously threaten or degrade groundwater quality. The purpose of this article is to institute land use regulations and restrictions protecting the municipal water supplies and to promote the public health, safety and general welfare of the residents of the county.
- (b) *Authority.* Statutory authority of the county to enact these regulations for groundwater protection, is Wis. Stats. §§ 59.70(6) and 62.23(7)(c) to the statutory authorization for county and municipal planning and zoning to protect the public health, safety, and welfare. In addition, under Wis. Stats. § 59.69, the county has the authority to enact this ordinance, effective in the unincorporated areas of the county, to encourage the protection of groundwater resources.

(Code 1980, § 21.01)

Sec. 30-182. Application of regulations.

The regulations specified in this article shall apply to the unincorporated areas of the county that lie within the recharge areas of municipal and sanitary district water supply wells, and are in addition to the requirements in the underlying zoning district, if any. If there is a conflict between this article and chapter 70, the more restrictive provision shall apply.

(Code 1980, § 21.02)

Sec. 30-183. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) *Aquifer* means a saturated, permeable geologic formation that contains and will yield significant quantities of water.
- (2) *Cone of depression* means the area around a well, in which the water level has been lowered at least one-tenth of a foot by the pumping of the well.
- (3) *Five-year time of travel* means the five-year time of travel is the recharge area upgradient of the cone of depression, the outer boundary of which it is determined or estimated that groundwater will take five years to reach a pumping well.
- (4) *Municipal water supply* means the municipal water supplies of the villages, cities, and towns in the county.
- (5) *Person* means an individual, partnership, association, corporation, municipality, state

agency or other legal entity.

- (6) *Recharge area* means the area which encompasses all areas or features that, by surface infiltration of water that reaches the zone of saturation of an aquifer, supplies groundwater to a well.
- (7) *Thirty-day time of travel* means the recharge area upgradient of a well, or its cone of depression, the outer boundary of which it is determined or estimated that groundwater will take 30 days to reach a pumping well.
- (8) *Well field* means a piece of land used primarily for the purpose of locating wells to supply a municipal water system.
- (9) *Zone of saturation* means the saturated zone is the area of unconsolidated, fractured, or porous material that is saturated with water and constitutes groundwater.

(Code 1980, § 21.03)

Cross references: Definitions generally, § 1-3.

Sec. 30-184. Groundwater technical review committee.

- (a) The county groundwater technical review committee shall consist of:
 - (1) The County Planning and Zoning Administrator;
 - (2) The Director of Land Conservation and Forest Management;
 - (3) The County Emergency Management Director;
 - (4) A local representative from the department of commerce with expertise in groundwater or groundwater contamination issues, appointed by their department and approved by the County Board;
 - (5) A local representative from the DNR with expertise in groundwater or groundwater contamination issues, appointed by their department and approved by the County Board;
 - (6) One unpaid member, appointed by the County Board chair, who has at least one of the following qualifications is:
 - a. A hydrologist with a professional engineer license; or
 - b. A certified hydrogeologist or groundwater professional;
 - (7) A local government representative for each unit of local government with a municipal water supply which has a well, or well field, with an established groundwater protection overlay district. The local government representative shall be the municipal water supply manager, administrator or superintendent and shall only participate in the review and recommendation that affect the municipal water supply for their jurisdiction.

- (b) The purpose of the county groundwater technical review committee is to review requests for the adoption of groundwater protection overlay districts and make recommendations to the County Board on those requests, to provide objective and scientific technical review of requests for conditional use permits and make recommendations to grant or deny conditional use permits based upon the facts discovered in that review, to make recommendations on any and all conditions placed on a conditional use permit, and to give advice to the county on matters concerning groundwater.

(Code 1980, § 21.04) (Ord. No. 08-12, 03-12-2012)

Cross references: County Board Statutory Committees, Commissions and Board, § 2-83 et seq.

(Ord. No. 07-18; 08-14-2018)

Sec. 30-185. Administration.

- (a) *Delegation of authority.* The county designates the Planning and Zoning Administrator to administer and enforce this article. The Planning and Zoning Administrator shall seek the technical advice of the groundwater technical review committee in the administration and enforcement of this article.
- (b) *Administration duties.* In the administration of this article, the administrative authority or its designated representative shall:
- (1) Keep an accurate record of all permit applications, wellhead protection facility plans, permits issued, inspections made and other official actions.
 - (2) Accept and review permit applications.
 - (3) Conduct preconstruction on-site investigations and construction and post-construction inspections in accordance with the provisions of this article.
 - (4) After on-site inspection prior to construction, issue preconstruction approval permits if all preconditions and testings have been met.
 - (5) Inspect facility construction to ensure the facility is being constructed according to plan specifications.
 - (6) Upon receipt of permittee's and contractor's certifications that the facility is built as planned and upon approval thereof issue a certificate of compliance.
 - (7) Maintain a current inventory of all point and nonpoint pollution sources, permitted and nonconforming facilities.
 - (8) Investigate complaints relating to compliance with this article.
 - (9) Perform other duties as specified in this article.
- (c) *Inspection authority.* The Planning and Zoning Administrator and designated representatives are authorized to enter upon any lands affected by this article to inspect the land prior to or after

permit issuance to determine compliance with this article. If permission cannot be received from the applicant or permittee, the permit may be denied or entry by the administrative authority shall be in accordance with Wis. Stats. § 66.0119.

(d) *Enforcement authority.*

- (1) The Planning and Zoning Administrator is authorized to post an order stopping work upon land which has had a permit revoked or on land currently undergoing activity in violation of this article. Notice is given by both posting upon the land where the violation occurs, one or more copies of a poster stating the violation, and by mailing a copy of the order by certified mail to the person whose activity is in violation of this article. The order shall specify that the activity must cease or be brought into compliance within five days.
- (2) Any permit revocation or order stopping work shall remain in effect unless retracted by the Planning and Zoning Committee, the administrative authority, or by a court of general jurisdiction or until the activity is brought into compliance with this article. The administrative authority is authorized to refer any violation of this article or of an order stopping work issued pursuant to this article to the corporation counsel for commencement of further legal proceedings.

(Code 1980, § 21.15) (Ord. No. 08-12, 03-12-2012)

Sec. 30-186. Penalties and enforcement.

- (a) *Penalties.* Any person who violates, neglects or refuses to comply with or resists the enforcement of any of the provisions of this article shall be subject to a forfeiture of not less than \$200.00 nor more than \$500.00 plus costs of prosecution for each violation. Any unlawful violation includes failure to comply with any standard of this article or with any condition or qualification attached to the permit. Each day that a violation exists shall be a separate offense.
- (b) *Enforcement of injunction.* As a substitute for or in addition to forfeiture actions, the county may seek enforcement of any part of this article by court actions, seeking injunctions or restraining orders, the cost of which shall be charged to the defendant in such action.
- (c) *Cleanup costs.* As a substitute for, and in addition to any other action, the county may commence legal action against both the person who releases the contaminants and the owner of the facility whereupon the contaminants were released to recover the costs, together with the costs of prosecution. Any person who causes the release of any contaminants which may endanger or contaminate the municipal water supply system associated with a groundwater protection overlay district shall immediately cease such discharge and immediately initiate clean up satisfactory to the county and state and federal regulatory agencies. The person who releases such contaminants and the person who owns the facility where on the contaminants have been released shall be jointly and severally responsible for the costs of cleanup, consultant or other contractor fees, including all administrative costs for oversight, review and documentation, including county employees, equipment and mileage.

(Code 1980, § 21.15)

Sec. 30-187. Appeals.

- (a) *Authority.* Under authority of Wis. Stats. ch. 68, the board of adjustment, created under Wis. Stats. § 59.694, and section 70-35, and as an appeal authority under Wis. Stats. § 59.694(4), is authorized to hear and decide appeals where it is alleged that there is error in any order, requirement, decision or determination by the administrative authority in administering this article.
- (b) *Procedure.* The rules, procedures, duties and powers of the board of adjustment and Wis. Stats. ch. 68 shall apply to this article.
- (c) *Who may appeal.* Appeals may be taken by any person having a substantial interest which is adversely affected by the order, requirement, decision or determination made by the administrative authority.

(Code 1980, § 21.15)

Sec. 30-188. Conflict and interpretation.

If the provisions of the different chapters of this Code conflict with or contravene each other, the provisions of each chapter shall prevail as to all matters and questions arising out of the subject matter of such chapter. In their interpretation and application, the provisions of this article shall be held to be minimum and are not deemed a limitation or repeal of any other power granted by statute. Where any terms or requirements of this article may be inconsistent or conflicting, the more restrictive requirements or interpretations shall apply.

(Code 1980, § 21.16)

Sec. 30-189. Groundwater protection overlay district.

A groundwater protection overlay district may be created to institute land use regulations and restrictions within a defined area which contributes water directly to a municipal water supply and thus promotes public health, safety, and welfare. The groundwater protection overlay district is intended to protect the groundwater recharge area for the existing or future municipal water supply from contamination.

(Code 1980, § 21.05)

Sec. 30-190. Supremacy of overlay district.

The regulations of an overlay district will apply in addition to all other regulations which occupy the same geographic area. The provisions of any zoning districts that underlay this overlay district will apply except when provisions of the groundwater protection overlay district are more stringent.

(Code 1980, § 21.06)

Sec. 30-191. Zones.

The groundwater protection overlay district is divided into Zone 1 and Zone 2 as follows:

- (a) *Zone 1 of groundwater protection overlay district.* Zone 1 of groundwater protection overlay

district is the area of land which contributes water to the well in questions, out to a 30-day time of travel to the well. Time of travel delineations must be based on accepted hydrogeological research as outlined in the *State Wellhead Protection Program Plan for Public Water Utilities, Appendix 2* with zone boundaries normalized to road centerlines, railways, surface water features, and the public land survey lines, one-half, one-quarter, one-eighth, or one-sixteenth section lines.

- (b) *Zone 2 of the groundwater protection overlay district.* Zone 2 of groundwater protection overlay district encompasses the area of land which contributes water to the well starting at the line which delineates the 30-day time of travel and ends at the line delineating the five-year time of travel to the well. Time of travel delineations must be based on accepted hydrogeological research as outlined in the *State Wellhead Protection Program Plan for Public Water Utilities, Appendix 2* with zone boundaries normalized to road centerlines, railways, surface water features, and the public land survey lines, one-half, one-quarter, one-eighth, or one-sixteenth section lines.

(Code 1980, § 21.07)

Sec. 30-192. Groundwater protection overlay districts boundaries.

- (a) The boundaries of the groundwater protection overlay districts shall be shown on the map "Groundwater Protection Districts for Public Water Supply Recharge Areas in Chippewa County". This map will be an overlay of the "Official Zoning Maps of Chippewa County, Wisconsin" as maintained by the county Planning and Zoning Administrator.
- (b) A local unit of government may request that the Board of Supervisors adopt a groundwater protection overlay district for its municipal water supply and create the map, "Groundwater Protection Districts for Public Water Supply Recharge Areas in Chippewa County" to reflect the district. All requests to adopt a groundwater protection overlay district shall be submitted in writing to the county Planning and Zoning Administrator, and shall include:
- (1) A one-inch equals 2,000 feet (1:24,000) or larger scale map showing municipal boundaries of the proposed wellhead protection zones which conform to the provisions in section 30-191.
 - (2) A report describing the background information, research and methodology used to develop the wellhead protection zones which conform to the provisions in section 30-191.
 - (3) A wellhead protection plan, if any, for the well or wells within the proposed wellhead protection zones.
 - (4) An existing wellhead protection ordinance for the well or wells within the proposed wellhead protection zones, effective within the incorporated areas of the proposed wellhead protection zones.
 - (5) A list of tax parcels, any part of which falls within the proposed wellhead protection zone.
 - (6) An inventory of all existing facilities which may cause or threaten to cause environmental pollution as described in requirements for existing facilities which may

cause or threaten to cause environmental pollution which are within the unincorporated area of the proposed wellhead protection zones. The inventory shall include:

- a. The county tax parcel number of each facility and the name and telephone number of a facility contact.
- b. A list of the uses, activities, materials, structures, and facility type which establishes each facility as an existing facility which may cause or threaten to cause environmental pollution.
- (c) The Board of Supervisors may create a groundwater protection overlay district, with the map "Groundwater Protection Districts for Public Water Supply Recharge Areas in Chippewa County" after receipt of recommendations made by the county groundwater technical review committee. In creating a district and map, the County Board may accept, reject or modify the recommendations of the review committee.

(Code 1980, § 21.08) (Ord. No. 08-12, 03-12-2012)

Sec. 30-193. Separation distance requirements and prohibited uses.

- (a) The following permitted uses in Zone 1 are subject to separation and distance requirements and prohibited uses:
 - (1) Public and private parks, playgrounds and beaches, provided there are no on-site wastewater disposal systems or holding tanks.
 - (2) Wildlife and natural and woodland areas.
 - (3) Biking, hiking, skiing, nature, equestrian and fitness trails.
 - (4) Residential which is municipally sewerred.
 - (5) Routine tillage, planting and field management operations in support of agricultural crop production where nutrients from legume, manure and commercial sources are accounted for and credited toward crop nutrient need. The combination of all nitrate sources applied or available on individual fields may not exceed University of Wisconsin soil test recommendations for that field.
- (b) The following permitted uses in Zone 2 are subject to separation district requirements and prohibited uses:
 - (1) All of the uses permitted in Zone 1.
 - (2) Single-family residences on a minimum lot of 20,000 square feet with a private on-site sewage treatment system receiving less than 8,000 gallons per day, which meets the county and state health standards for the effluent and is in conformance with Wis. Admin. Code SPS ch. 383.
 - (3) Commercial establishments which are municipally sewerred.

- (4) Industrial establishments which are municipally sewerer.
- (5) Residential use of aboveground and belowground LP gas tanks for heating not to exceed 1,000 gallons.

(Code 1980, § 21.09) (Ord. No. 08-12, 03-12-2012)

Sec. 30-194. Separation distance requirements.

The following separation distances as specified in Wis. Admin. Code NR 811.16 shall be maintained:

- (a) Fifty feet between a public water supply well and a stormwater sewer main or any sanitary sewer main constructed of water main materials and joints which is pressure tested in place to meet current AWWA 600 specifications.
- (b) Two hundred feet between a public water supply well and any sanitary sewer main not meeting the specifications set forth in this section, any sanitary sewer lift station or single-family residential fuel oil tank.
- (c) Four hundred feet between a public water supply well and a septic system receiving less than 8,000 gallons per day, or a stormwater detention, retention, infiltration or drainage basin.

(Code 1980, § 21.10)

Sec. 30-195. Prohibited uses.

- (a) The following uses are prohibited in Zones 1 and 2:
 - (1) Aboveground and belowground hydrocarbon, petroleum or hazardous chemical storage tanks (Hazardous chemicals are identified by OSHA criteria under 40 CFR 370.); except when allowed as permitted or conditional uses.
 - (2) Cemeteries.
 - (3) Chemical manufacturers (Standard Industrial Classification Major Group 28).
 - (4) Coal storage.
 - (5) Dry cleaners.
 - (6) Storage or processing of extremely hazardous substances, radioactive materials or substances listed in Wis. Admin. Code NR ch. 140 Table 1. (Extremely hazardous substances are identified by SARA/EPCRA criteria under 40 CFR 302 and 355.)
 - (7) Industrial lagoons and pits.
 - (8) Landfills and any other solid waste facility, except postconsumer recycling.
 - (9) Manure and animal waste storage except animal waste storage facilities regulated by

the county.

- (10) Nonmetallic earthen materials extraction, sand and gravel pits.
 - (11) Pesticide and fertilizer dealer, transfer or storage.
 - (12) Railroad yards and maintenance stations.
 - (13) Rendering plants and slaughterhouses.
 - (14) Salt or deicing material storage.
 - (15) Salvage or junkyards.
 - (16) Septage or sludge spreading, storage or treatment.
 - (17) Septage, wastewater or sewage lagoons.
 - (18) Private on-site wastewater treatment systems or holding tanks receiving 8,000 gallons per day or more; unless replacing an existing private on-site wastewater treatment system serving an existing facility as defined in section 30-197.
 - (19) Stockyards and feedlots.
 - (20) Stormwater infiltration basins without pretreatment which is defined to include vegetative filtration and/or temporary detention basins.
 - (21) Motor vehicle services, including filling and service stations, repair, renovation and body work.
 - (22) Wood preserving operations.
- (b) In Zone 1, the conditional uses of subsection 30-196(b) are prohibited. (Code 1980, § 21.11)

Sec. 30-196. Conditional uses.

- (a) Any person may request a conditional use permit for certain uses, activities and structures within Zone 2 of the groundwater protection overlay district not prohibited in section 30-195.
- (b) The uses, activities and structures that may be conditionally allowed within Zone 2 are:
 - (1) Jewelry plating and metal plating.
 - (2) Machine or metal working shops.
 - (3) Commercial establishments utilizing a private on-site wastewater treatment system receiving less than 8,000 gallons per day which are in conformance with Wis. Admin. Code SPS ch. 383.
 - (4) Research labs, universities and hospitals.

- (5) Residential use of unburied fuel oil tanks used for heating, not to exceed 500 gallons.
- (c) All requests for a conditional use permit shall be submitted in writing to the county Planning and Zoning Administrator and shall include:
 - (1) A site plan map with all buildings and structure footprints, driveways, sidewalks, parking lots, stormwater management structures, groundwater monitoring wells and two-foot ground elevation contours.
 - (2) A business plan and/or other documentation which describes in detail the use, activities and structures proposed.
 - (3) An environmental assessment report prepared by a licensed environmental engineer which details the risk to, and potential impact of, the proposed use, activities and structures on groundwater quality.
 - (4) An operational safety plan which details the operational procedures for material processes and containment, best management practices, stormwater runoff management and groundwater monitoring.
 - (5) A contingency plan which addresses in detail the actions that will be taken should a contamination event caused by the proposed use, activities or structures occur.
- (d) The person making the request shall reimburse the county for consultant fees and technical review committee expenses associated with this review at the invoiced amount, plus administrative costs.
- (e) All conditional use permits granted shall be subject to conditions that will include environmental and safety monitoring determined necessary to afford adequate protection of the public water supply. These conditions shall include, but not be limited to:
 - (1) Providing current copies of all federal, state and local facility operation approval or certificates and ongoing environmental monitoring results to the county and the local unit of government with affected municipal water supply.
 - (2) Establishing environmental or safety structures/monitoring to include an operational safety plan, material processes and containment, operations monitoring, best management practices, stormwater runoff management and groundwater monitoring.
 - (3) Replacing equipment or expanding in a manner that improves the environmental and safety technologies being utilized.
 - (4) Preparing, filing and maintaining a current contingency plan which details the response to any emergency which occurs at the facility, including notifying municipal, county and state officials. Provide a current copy to the county and the local unit of government with affected municipal water supply.
- (f) The board of adjustment shall decide upon a request for a conditional use permit after review of the recommendations made by the county groundwater technical review committee. The

conditional use permit, if granted, shall contain the mandatory conditions set forth in subsection (e) of this section and any additional conditions the board shall determine reasonable and necessary. The board of adjustment shall schedule a public hearing prior to granting all permits, with notice to the local unit of government with affected municipal water supply and all property owners within that groundwater protection overlay district. The board of adjustment shall make its determination within 30 days of the public hearing. The determination shall be in writing, containing all conditions required when a conditional use permit is granted, or a written statement as to the reasons for not granting the conditional use permit. The conditional use permit shall be in recordable form and recorded at the office of register of deeds for the county.

(Code 1980, § 21.12) (Ord. No. 08-12, 03-12-2012)

Sec. 30-197. Requirements for existing facilities which may cause or threaten to cause environmental pollution.

- (a) Existing facilities within the groundwater protection overlay district at the time of enactment of such district which may cause or threaten to cause environmental pollution include, but are not limited to, the state DNR draft or current list entitled "Inventory of Sites or Facilities Which May Cause or Threaten to Cause Environmental Pollution", state department of commerce list of underground storage tanks, list of facilities with hazardous solid waste permits, and all other facilities which are considered a prohibited use in section 30-195, or a conditional use in subsections 30-196(b)(1), (2), and (4), all of which are incorporated herein as if fully set forth.
- (b) Such facilities as those mentioned in subsection (a) of this section which exist within the district at the time of enactment of a district shall provide copies of all current, revised or new federal, state and local facility operation approvals, permits or certificates; operational safety plans; and ongoing environmental monitoring results to the county and to the municipality with wells in the wellhead protection district.
- (c) Such facilities as those mentioned in subsection (a) of this section which exist within the district at the time of enactment of a district shall have the responsibility of devising, filing and maintaining with the county a current contingency plan which details how they intend to respond to any emergency which may cause or threaten to cause environmental pollution that occurs at their facility, including notifying municipal, county and state officials.
- (d) Such facilities as provided in subsection (a) of this section cannot engage in or employ a use, activity or structure listed in section 30-195, or in subsections 30-196(b)(1), (2), and (4), which they did not engage in or employ at the time of enactment of a district, and can only expand, replace or rebuild those present uses, activities, equipment or structures on the site or property of record associated with the facility at the time of enactment of a district and in a manner that improves the environmental and safety technologies already being utilized.

(Code 1980, § 21.13) (Ord. No. 08-12, 03-12-2012)

Sec. 30-198. Changing technology.

- (a) The uses prohibited by this district are prohibited based upon the combined pollution experience of many individual uses and the technology generally employed by a particular use considered to be of a high risk for pollution to the groundwater resource. As the technology of other uses change to low or nonrisk materials or methods, upon petition from such use, after conferring with the county groundwater technical review committee or other expert opinion,

and after appropriate public notice and hearing, the county through appropriate procedures and actions may change these provisions to remove from the designated prohibited uses such uses as are demonstrated convincingly that they no longer pose a groundwater pollution hazard.

- (b) In dealing with uses which attempt to become permissible, under the terms of this district, by continuing to utilize pollutant materials but altering their processing, storage and handling, it is not the intention to accept alternate or reduced hazards as the basis for making a use permissible. It is the intention to continue a prohibition on such uses until the technology of the uses removes reliance upon the pollutant materials or processes deemed to be a groundwater hazard.

(Code 1980, § 21.14)



**STATEMENT OF EXPLANATION
COUNTY ADMINISTRATOR APPOINTMENT - ADRC BOARD**

8.7.1

County Appointment to Statutory Commissions and Boards

I, Andy Albarado, appoint, subject to County Board confirmation, Kari Ives, to the Aging and Disability Resource Center (ADRC) Board. Kari will fill the seat vacated by Darren Kirby. The term of office will expire April 18, 2027.

Dated this 8th day of July, 2025

Andy Albarado
County Administrator



**STATEMENT OF EXPLANATION
COUNTY ADMINISTRATOR APPOINTMENT - HEALTH & HUMAN
SERVICES BOARD**

**County Administrator Appointment
to Statutory Commissions and Boards**

I, Andy Albarado, appoint, subject to County Board confirmation, James Meinen, to the boards and commissions listed below. The term of office will expire as indicated.

Health & Human Services Board

James Meinen (replaced Dean Mueller)..... Term expires April 18, 2027

Dated this 8th day of July 2025

Andy Albarado
County Administrator



**STATEMENT OF EXPLANATION
COUNTY BOARD CHAIR APPOINTMENT - LEGAL & LAW ENFORCEMENT
COMMITTEE**

County Board Chair Appointment to Standing and Special Committees

I, Chuck Hull, appoint, subject to County Board confirmation, the individuals listed below, to the following standing and special committees. The term of office will expire as indicated.

Legal & Law Enforcement Committee

Brian Flynn, ChairTerm expires April 21, 2026
Peter Gehring, Vice-ChairTerm expires April 21, 2026

Dated this 8th day of July, 2025

Andy Albarado
County Board Chair



**STATEMENT OF EXPLANATION
COUNTY BOARD CHAIR APPOINTMENT - DISTRICT 20 COUNTY BOARD
SUPERVISOR**

9.2

County Board Chair Appointment

I, Chuck Hull, appoint, subject to County Board confirmation, James Meinen, to the Chippewa County Board of Supervisors for District 20, which consists of Ward 14, City of Chippewa Falls and that portion of the Town of Lafayette lying within the following description: 50th Ave east from the boundary of Lake Hallie, then southeast along the south boundary of State Hwy 29 to Stillson Creek, then north along Stillson Creek to north boundary of State Hwy 29, then east on north boundary of State Hwy 29, then north on 180th St, then east on 50th Ave, then north on 195th St, then north on 197th St, then west on 55th Ave, then north on 192nd St, then west on County Hwy X, then north on 190th St, then west along railroad to railroad bridge, then northwest to west shore of Lake Wissota at Eagle Point town line, then west along river to the boundary of the City of Chippewa Falls, then south along the eastern boundary of the City of Chippewa Falls to 50th Ave, also all portions of the Town of Lafayette lying west of the east boundary of the City of Chippewa Falls.

James Meinen will fill the seat vacated by Dean Mueller, who resigned May 14, 2025. The term will expire with the April 2026 election.

In addition, James, will be appointed to the committees listed below. The term of office will expire as indicated:

Facilities & Parks Committee

James Meinen (replaced Dean Mueller).....Term expires April 21, 2026

Legal & Law Enforcement Committee

James Meinen (replaced Dean Mueller).....Term expires April 21, 2026

Dated this 8th day of July, 2025

Chuck Hull
County Board Chair