

WASHBURN COUNTY BOARD OF SUPERVISORS AGENDA – DRAFT

December 15, 2015 - 6:00 p.m.

County Board Room – Ed Elliott Building

Shell Lake, Wisconsin

1. Call Meeting to Order at 6:00 p.m. – Chair Sather
2. Moment of Silent Meditation and Pledge of Allegiance – Supv. Mackie
3. Notice of Meeting - County Clerk Olson
4. Roll Call – County Clerk Olson
5. Approval of Agenda
6. Approval of November 10, 2015 County Board Proceedings
7. Concerned Citizens
8. Recognition of Ron Bennis Retirement
9. Recognition of Myron Schuster Retirement
10. Natural Resource Conservation Service Soil Health Demo, Ron Spiering, NRCS-Spooner
11. Spooner Hospital Presentation, Bob Siebel, CEO-Carriage Healthcare Companies

12. Consent Agenda Resolutions:

- A. Resolution to Re-Elect Lisa Powers Veterans Service Officer
- B. Resolution to Revise Meal Reimbursement Policy – (correction to previous update)
- C. Resolution to Update Public Depository Signature Card-Shell Lake State Bank-District Attorney Account

13. Other Resolutions and Ordinances:

- A. Resolution to Approve Interim Salary Increase - Highway - Waggoner
- B. Resolution Authorizing Withdrawal from the Local Government Property Insurance Fund – Mackie
- C. Resolution to Approve Horton Proposal for 2016 Health Care Consultant – Waggoner
- D. Ratification of the 2016 Jailer/Dispatchers Local 423 – Waggoner
- E. Resolution to Increase the 2015 Aging and Disability Resource Center (ADRC) Budget – Nutrition Revitalization Project – Mackie
- F. Resolution to Carry Over 2015 Funds to the 2016 Emergency Government Department Budget – Wilson
- G. Resolution to Increase the 2015 Highway Department Budget-Wellness Grant- Mackie
- H. Resolution to Authorize Participation in the DNR Municipal Dam Grant Program-Birch Lake Dam - Krantz

14. Committee Reports
15. Chair Appointments:
16. Citizen Comments
17. Chair Comments
18. Possible Future Agenda Items
19. Audit Per Diems
20. Adjourn

Submitted this 11th day of December, 2015; Amended 12-14-15
Lolita Olson, County Clerk

WASHBURN COUNTY BOARD OF SUPERVISORS MINUTES –DRAFT

November 10, 2015

9:00 a.m.

County Board Room, Elliott Building, Shell Lake, Wisconsin

PLEASE NOTE THAT THIS IS A DAYTIME MEETING.

1. Call Meeting to Order at 9:00 a.m. by Chair Sather.
2. Moment of Silent Meditation and Pledge of Allegiance was lead by Supv. Mackie.
3. Notice of Meeting was read by County Clerk Olson.
4. Roll Call was done by County Clerk Olson. Present: 18, Absent/Excused: 3 (Lee, Halverson, Leckel); Youth Present: 2. (Leckel arrived at 9:04, Halverson arrived at 9:24.)
5. Approval of Agenda on motion by Mackie, 2nd by Fiedler; MC.
6. Approval of October 20, 2015 County Board Proceedings on motion by Wilson, 2nd by Esser; MC.
7. Concerned Citizens – Roy Hendricks, Springbrook, spoke in opposition to reduction in supervisory districts.
8. Youth Government Day Introduction – postponed until later in the meeting.
9. **Resolution 82-15 for 2015 Tax Levy and 2016 Budget** – (Leckel arrived at 9:04) Motion to approve by Mackie, 2nd by Fiedler. Discussed money designated for Wellness Fund; \$10,000 added to coroner funds from contingency; levy limit does not change. Coroner has been asked to report to Finance quarterly. Supv. Mackie thanked department heads and staff for excellent work they did with the budget. Roll Vote: Yes (19), No (0); Youth: Yes (2). MC.
10. **Consent Agenda Resolutions:** Motion to approve by Wilson, 2nd by Masterjohn. Request by Ricci to pull 10B; MC on voice vote.
 - A. **Rezone Petition and Amendatory Ordinance**
 - B. **Resolution 83-15 for Approval of 2016 Service Agreement with Northern Waters Library** – reviewed; this is an annual agreement and does have fiscal impact. Motion to approve by Wilson, 2nd by Masterjohn; MC on voice vote.
 - C. **Resolution 84-15 to Approve an Update to the Washburn County Employee Handbook** – (Meal Reimbursement Policy)
 - D. **Resolution 85-15 Updating Washburn County Purchasing Policy**
11. **Other Resolutions and Ordinances:**
 - A. **Resolution 86-15 for Specialized Transportation Services/Elderly and Handicapped** – Motion to approve by Haessig, 2nd by Esser. Reviewed. Roll Vote: Yes (19), No (0); Youth: Yes (2); MC.
 - B. **Resolution 87-15 - 2016 County Forest Variable Share Payments** – Motion to approve by Fiedler, 2nd by Dohm. Roll Vote: Yes (19), No (0); Youth: Yes (2). MC.
 - C. **Resolution 88-15 - 2016 County Forest Work Plan** – Motion to approve by Fiedler, 2nd by Baier. Mike Peterson was asked to comment on any changes. (Halverson arrived at 9:24 a.m.) Roll Vote: Yes (20), No (0); Youth: Yes (2). MC.
 - D. **Resolution 89-15 - Transfer from 2015 Forestry Fund to the 2015 Capital Improvement Fund** (Timber Revenue) – Motion to approve by Mackie, 2nd by Fiedler. Discussed reason for revenue going into capital. Bobin commented that excess capital is used instead of bonding for highway; county has committed 1.2 million as a steady revenue source for highway. Roll Vote: Yes (20), No (0); Youth: Yes (2). MC.
 - E. **Resolution 90-15 - Transfer from Capital Improvement Fund to Highway Fund for Purchase of New World Data Module** – Motion to approve by Mackie, 2nd by Fiedler. Discussed. Roll Vote: Yes (20), No (0); Youth: Yes (2); MC.

YOUTH GOVERNMENT DAY – At this time the youth were welcomed by Chair Sather. Introductions were made. Current youth serving on the board also introduced themselves and gave reasons for serving and how to go about the process. Chair Sather stated that applications are available and youth can contact any county board member or school staff. Beverly Stencil mentioned that recruitment will start in January. Discussion was held regarding the program.

- F. **Reconsideration of Resolution to Ordain Redistricting of Washburn County Board of Supervisory Districts Pursuant to §59.10(3)(cm)1., Wis. Stats** – Chair Sather reviewed why the resolution is back. Motion by Baier, 2nd by Sather to approve. Pros and cons of reducing board size were discussed at length. Roll Vote: Yes (10) Fiedler, Halverson, Wilson, Masterjohn, Krantz, Quinn, Dohm, Baier, Sather, Leckel; No (10), Absent/Excused (1) Lee; Youth: Yes (2); Motion ties – passage fails.

12. **Committee Reports** were given. Supv. Mackie added that Washburn County has received over \$500,000 as an allocation from CDBG for home improvements needs.
13. **Chair Appointments:** Reappoint Sandy Mackie to the NWLS Board of Trustees for a 3 year term and appointment of Dr. Katie Eichten, to 3 year term on the HHS board. MC on voice vote.
14. **Citizen Comments** – Question was asked as to when board meetings occur. Chair stated that the November meeting is a day meeting by statute to ratify the budget; every other April will also be a day meeting due to board reorganization. Trembath encourages this type of event (Youth Government Day) and also encourages youth or other representatives to attend county board meetings. Hansen introduced herself and Supv. Leckel to the youth as Shell Lake district supervisors.
15. **Chair Comments** – Papers can be taken out December 1st to run for board; Chair Sather commented that he will not be running again for county board. He has served off and on since 1992 with six years as chair.
16. **Possible Future Agenda Items**
17. **Audit Per Diems** – on motion by Mackie, 2nd by Fiedler; MC.
18. **Adjourn** at 10:09 a.m. on motion by Wilson, 2nd by Masterjohn.

Respectfully submitted this 14th day of November, 2015
Lolita Olson, County Clerk

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

Resolution No. _____

RESOLUTION TO RE-ELECT LISA POWERS VETERANS SERVICE OFFICER

Before the Veterans & Military Service Committee

The Washburn County Board of Supervisors Resolves as Follows:

WHEREAS, § 45.80(2), Stats., requires that the county veterans service officer serves until the first Monday in January of the 2nd year of the election of a Veterans Service Officer: and

WHEREAS, Lisa Powers was so elected on October 3, 2014;

NOW, THEREFORE, BE IT RESOLVED, that pursuant to §§ 45.80(1)(a) & (2), Stats., Lisa Powers is re-elected to serve ~~another term~~ in office as Veterans Service Officer, commencing the second Monday of January, 2016:

→ Full Tenured Service

Moved for adoption by the Veterans & Military Service Committee on December 8, 2015:



Romaine Quinn, chair



Tom Ricci, vice chair

Anthony Baier

Passed by the Washburn County Board of Supervisors this 15th day of December, 2015.

CORRECT ATTEST:

Lolita Olson
Washburn County Clerk

RESOLUTION # _____

RESOLUTION TO REVISE MEAL REIMBURSEMENT POLICY

WHEREAS, the Personnel Committee and County Board has, since 2012 approved several changes to our Employee Handbook each Fall; and,

WHEREAS, the Meal Reimbursement Policy in the handbook is as follows:

When employees and elected officials are authorized and required by the employer to travel outside of Washburn County, the County shall reimburse, providing appropriate receipts are furnished, up to the allowed maximums as provided by the Finance Department. Please see current maximums located on the "S" Drive.

Expenses may be paid in aggregate under the following guidelines:

- To be eligible for the breakfast meal, the County requires the employee to leave home prior to 6:30 a.m.
- To be eligible for the noon meal, the County requires the employee to leave their place of work prior to 10:30 a.m. and return home after 2:30 p.m.
- To be eligible for the dinner meal, the County requires the employee to return home after 7:00 p.m.

WHEREAS, the Aging and Finance and Personnel Committees have reviewed the proposed changes and motioned to forward a recommendation to the Executive Committee, to allow ~~the Dept Heads in Aging, Veterans, Law Enforcement and the Hwy Depts~~ some flexibility from the Meal Reimbursement guidelines on the hour of the day rules in the Employee Handbook, and forward the recommendation from the Executive Committee to the County Board; and,

WHEREAS, the Personnel Committee further recommends a rule change that the meal reimbursement not just be limited to meals outside the County; and,

WHEREAS, the handbook language on this flexibility and change be included in the draft Fall 2015 changes to the Employee Handbook; and,

THEREFORE BE IT RESOLVED; that the Washburn County Personnel Committee recommends the handbook policy changes as outlined above

FISCAL IMPACT: dependent on activity level

Recommended for adoption by the Washburn County Finance Committee this _____ day of December 2015.

Steve Waggoner, Chairman

Skip Fiedler, Member

Dave Wilson, Vice-Chair

Romaine Quinn, Member

Michael Bobin, Member

**RESOLUTION DESIGNATING PUBLIC DEPOSITORY AND AUTHORIZING
WITHDRAWAL OF COUNTY, CITY, VILLAGE, TOWN OR
SCHOOL DISTRICT MONEYS**

(Not for use by City or County of Milwaukee.)

County of Washburn - District Attorney Account _____, Wisconsin.
(Municipality)

RESOLVED, that Shell Lake State Bank - Main _____ (the "Financial Institution"), qualified as a public depository under Ch. 34, Wis. Stats., is hereby designated as a depository in which the funds of this Municipality may from time to time be deposited; that the following described account(s) be opened and maintained in the name of this Municipality with the Financial Institution subject to the rules and regulations of the Financial Institution from time to time in effect; that the person(s) and the number thereof designated by title opposite the following designation of account(s) is hereby authorized, for and on behalf of this Municipality, to sign order checks as provided in §66.0607(3), Wis. Stats., for payment or withdrawal of money from said account(s) and to issue instructions regarding the same and to endorse for deposit, negotiation, collection or discount by the Financial Institution any and all checks, drafts, notes, bills, certificates of deposit or other instruments or orders for the payment of money owned or held by said Municipality; that the endorsement for deposit may be in writing, by stamp, or otherwise, with or without designation of signature of the person so endorsing; and that any officer, agent or employee of this Municipality is hereby authorized to make oral or written requests of the Financial Institution for the transfer of funds or money between accounts maintained by this Municipality at the Financial Institution.

Name or Type of Account	Number of Signatures Required	Type or Print Titles of Authorized Persons
1. <u>Checking Account xxxxx54</u>	<u>1</u>	<u>District Attorney</u> <u>Assistant District Attorney</u>
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

This Resolution includes all of the provisions on page 2.

This is to Certify, that the foregoing is a true and correct copy of resolutions duly and legally adopted by the governing body of the Municipality at an open legal meeting held on December 15, 2015 _____, and said resolutions are now in full force and effect.

Signed and sealed this _____ day of _____

**(NO)*
SEAL**

(Clerk)

The undersigned member of the governing body not authorized to sign order checks certifies that the foregoing is a correct copy of a resolution passed as therein set forth.

*(Strike if not applicable)

Title: _____

12/15/2015

PUBLIC DEPOSITORY ACCOUNTS

(Use for a County, City, Village, Town or School District.)


Title of Account: County of Washburn - District Attorney Account (Municipality)

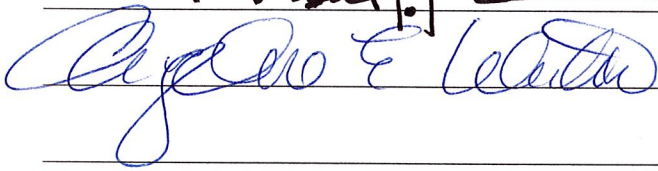
To: Shell Lake State Bank - Main (Financial Institution)

1 Manual or Facsimile Signature(s) are necessary to validate each order check.

MANUAL SIGNATURES

FACSIMILE SIGNATURES

 - **Thomas H Frost**

 - **Angeline E Winton**

-

The undersigned customer agrees to the Financial Institution's current bylaws, rules, regulations and schedule of service charges governing transactions in its checking department and any additions or revisions thereof. Signatures shown above are the authorized signatures which Financial Institution shall recognize in the payment of funds or the transaction of other business on customer's account. These signatures have been authorized by a resolution adopted by customer's governing body on December 15, 2015 .*

County of Washburn (SEAL)
Name of Municipality

By Vicki Cariolano
For the Financial Institution

By _____
Chief Executive Officer

Date _____

By _____
Lolita Olson - County Clerk

* Copy of resolution to be filed with Financial Institution.

RESOLUTION # _____

**RESOLUTION TO APPROVE INTERIM SALARY INCREASE – 3 HIGHWAY MGMT
EMPLOYEES DURING HIGHWAY COMMISSIONER VACANCY**

WHEREAS, the workload and type of work being performed by our Highway Operations Manager, our Highway Office Manager and our Highway Field Supervisor has been temporarily increased due to the vacancy of a Highway Commissioner; and,

WHEREAS, pursuant to the Washburn County's Internal Pay for Performance Procedure for its Performance-Based Pay Plan, and the Countys' B-29 Policy on Non-represented Salary Policies and Procedures, COMPENSATION UPON INTERIM ASSIGNMENT section; direction is given as follows; "Employees who are assigned to an interim classification in a higher pay range for a planned period of at least 60 days and who are expected to perform a majority of the higher classification's duties and responsibilities, shall receive a base compensation adjustment of eight percent (8%). A base compensation adjustment of greater than eight percent (8%) may be approved by the Personnel Committee and the County Board, provided that substantial reasons are given."

WHEREAS, the Highway Committee and the Personnel Committee recommends a 15% temporary base compensation adjustment to the salaries and back-pay to these 3 Highway Mgmt employees for hours worked from Oct 8, 2015 forward into 2016, and until such time as deemed necessary during the vacancy and during a reasonable transition period once a new Highway Commissioner is hired; and,

WHEREAS, said funds to be paid from the Highway wages/salaries account balance due to the Highway Commissioner salary vacancy.

FISCAL IMPACT: \$0.00

Recommended for adoption by the Washburn County Personnel Committee this 7th day of Dec 2015.

Steve Waggoner, Chair

Michael Bobin, Member

David Wilson, Vice Chair

L.Skip Fiedler, Member

Romaine Quinn, Member

Resolution No. _____

Resolution Authorizing Withdrawal from the Local Government Property Insurance Fund

WHEREAS the Local Government Property Insurance Fund (LGPIF) was established by the Wisconsin Legislature through Chapter 605 of the Wisconsin Statutes, with the purpose of making property insurance available for local government units. Over the past several years, the LGPIF surplus has declined to the point where the Fund is operating at a deficit;

AND WHEREAS pursuant to action taken by the legislature, changes to policy rates and structure were implemented in an effort to restore the fund to solvency; however, these changes have resulted in significant premium increases. The referenced changes have forced many governmental units to consider alternative sources for insuring their property, and many have formally withdrawn from the fund further causing increase rates;


AND WHEREAS in order to obtain the best combination of cost and coverage, it is in the best interests of Washburn County to insure its property through alternative sources which are more financially advantageous to the Washburn County taxpayer;

AND WHEREAS pursuant to Sec. 605.21(3) Wis. Stats., any local governmental unit may terminate its insurance in the LGPIF by majority vote of the governmental unit within sixty days prior to renewal;


THEREFORE BE IT RESOLVED that the Washburn County Board of Supervisors hereby authorizes withdrawal from the LGPIF effective January 1, 2016, and that appropriate documentation be executed consistent herewith.

FISCAL IMPACT: No impact on budget for 2015. Impact on 2016 budget is expected to result in a decrease. No impact on 2016 levy.

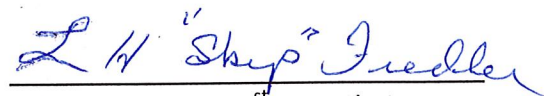
Presented for adoption by the Washburn County Finance Committee this 3rd day of December 2015.



Thomas Mackie, Chair



Steve Waggoner



L. H. Skip Fiedler, 1st Vice Chair

Tony Baier

Micheal Bobin

LOCAL GOVERNMENT PROPERTY INSURANCE FUND
2801 Crossroads Drive, Suite 2200
Madison, WI 53718
PHONE: 877-229-0009
FAX: 877-832-0122

WITHDRAWAL FROM THE LOCAL GOVERNMENT PROPERTY INSURANCE FUND

INSTRUCTIONS: Pursuant to the requirements of s.605.21(3) Wisconsin Statutes, provide certified notice to the Local Government Property Insurance Fund that by a majority vote, your Board or Council elected to withdraw from the Fund. **Withdrawal date cannot be prior to the date action was taken.** Send completed notice to above address.

Policyholder Name	Cancel Effective Date	Policy #
Washburn County	January 1, 2016	120065

As Clerk, I certify that by a majority vote, the above-named local governmental unit's Board/Council voted to withdraw from the Local Government Property Insurance Fund. This action was taken at the _____ / _____ / _____ meeting.
Month Day Year

Lolita Olson

Name of Clerk (Type or Print)	Signature of Clerk	Date
-------------------------------	--------------------	------

RESOLUTION # _____

**RESOLUTION TO APPROVE NEW 2016 HORTON GROUP HEALTH INSURANCE
CONSULTANT ANNUAL CONTRACT AND TRANSFER REMAINING 2015 ACCOUNT
BALANCE TO 2016 BUDGETED BALANCE - AFFORDABLE CARE ACT ASSISTANCE.**

WHEREAS, the Affordable Care Act includes several challenges and rules that affect our health insurance structure beginning in 2014, and includes several options and savings for the purchase of sustainable health insurances and plan design changes for our employees and the County; and,

WHEREAS, the Personnel Committee recommends hiring a consultant to help direct and develop the best possible health insurance strategy for Washburn County employee groups for 2016 and beyond including Affordable Care Act rules compliance assurances; and,

WHEREAS, the Personnel Committee and the Finance Committee had approved the contract to the Horton Group for the Fall of 2014 and all of 2015 at \$200 per hour as needed, capped at \$9,500;

WHEREAS, the Administration Special Services account was budgeted for 2016 for \$11,000 for the Horton Group consultant fees; and,

WHEREAS, the 2016 Horton Group contract would be signed for a set fee of \$12,000 per calendar year with a billing cycle of \$1,000 per month for 12 months for continued compliance and direction for this year beginning January 2016; and,

WHEREAS, there will be funds in the remaining 2015 Administration/Personnel budget – Special Services account and 2016 budget to help fund the consulting fees.

WHEREAS, the Finance Committee has approved, on Dec 3, 2015 the \$12,000 annual fee; and,

THEREFORE BE IT RESOLVED; that the \$12,000 annual fee be approved and that approximately \$4500 be transferred from the remaining 2015 account #51494.50250 – Administration/Special Services to the 2016 account, to fund the shortage of budget for 2016 of \$1,000.

FISCAL IMPACT: \$0.00

Recommended for adoption by the Washburn County Finance Committee this 3rd day of Dec 2015.

Tom Mackie, Chair

Michael Bobin, Member

L. Skip Fiedler, Vice Chair

Steve Waggoner, Member

Tony Baier, Member

Fee Agreement

This Agreement is made this 30th day of November, 2015, between WASHBURN COUNTY of 10 4TH Avenue Shell Lake, WI 54871, hereinafter referred to as the "THE COUNTY", and THE HORTON GROUP, INC. of 10320 Orland Parkway, Orland Park, IL 60467 hereinafter referred to as "Horton".

WHEREAS, Horton, together with its affiliated entities (its "Affiliates"), operates insurance agencies and related businesses which procure numerous lines and types of insurance products and provide various related services to accounts located throughout the areas of the United States in which Horton and such Affiliates may operate, from time to time; and

WHEREAS, THE COUNTY desires to engage Horton to provide certain benefit services in exchange for the fees as outlined in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. The term of this Agreement shall commence as of January 1, 2016, and shall remain in effect until December 31, 2016, unless earlier terminated as hereinafter provided.
2. Complete fee structure by insurance policy and service category is illustrated in the attached Fee-Based Pricing Proposal (the "Fee"). The Fee shall be compensation for the services performed by Horton in the attached Fee-Based Pricing Proposal.
3. The Fee is in lieu of standard agent commissions normally paid to Horton by the medical insurance carriers involved.

Horton may receive additional compensation from the insurance companies or vendors, in the forms of, including but not limited to, contingent commission or bonus commission. Upon request, Horton is pleased to disclose all compensation amounts as well as any other contingent or similar agreements that may be in place.

4. It is understood that this Agreement is open to review at any time by either party. It is also understood that in the event Horton's retention is terminated by THE COUNTY within 90 days of the inception of applicable insurance policy or contract, all unearned amounts of the Fee previously paid to Horton will be refunded to THE COUNTY based on a pro rata calculation on the effective date of termination. It is also understood that in the event Horton's retention is terminated by THE COUNTY after 90 days of the inception of the applicable insurance policy or contract, the Fee outlined in this Agreement is fully earned and shall become immediately due and payable.
5. This Agreement covers only those specifically listed services above and only those operations currently insured by the insurance program to be serviced under this agreement. Any extra fees for additional services requested or required by THE COUNTY shall be separately negotiated.

The Horton Group

Fee Agreement

WASHBURN COUNTY

THE HORTON GROUP, INC.

By: _____

By: Kenneth Olson

Name: _____

Name: KENNETH OLSON

Its: _____

Its: DIVISION PRESIDENT

Date: _____

Date: 11/30/15

The Horton Group is an Equal Employment Opportunity Employer

Insurance / Risk Advisory / Employee Benefits

HORTON

RESOLUTION # _____

**Ratification of the 2016
Jailer/Dispatchers Local 423**

WHEREAS, the Personnel/Negotiating Committee and the Jailer/Dispatcher Local #423 have reached a tentative labor agreement for one year 2016;

WHEREAS, Local #423 ratified this same tentative agreement;

THEREFORE BE IT RESOLVED, that the tentative agreement for 2016 be ratified and incorporated in the agreement.

FISCAL IMPACT: 2016 \$7000

RECOMMENDED FOR ADOPTION THIS 7th DAY OF DECEMBER, 2015 BY THE PERSONNEL/NEGOTIATING COMMITTEE.

PERSONNEL/NEGOTIATING COMMITTEE:



Steve Waggoner, Personnel Committee Chair



David Wilson, Personnel Committee Vice-Chair



L. Skip Fiedler, Member



Romaine Quinn, Member



Michael Bobin, Member

WASHBURN COUNTY APPENDIX A - JAIL WAGES

	POSITION			START	6 Months	18 Months	24 Months	Over 5 Years
	POSITION			START	6 Months	18 Months	24 Months	Over 5 Years
	POSITION	Range #		START	18 Months	24 Months	Over 5 Years	
1/1/2013	Jail Sergeant	60	230	21.45				
	Dispatcher/Jailer FT	61	250	19.33	19.74			20.25
	Dispatcher/Jailer PT	61	250	19.33				
	POSITION	Range #		START	6 Months	18 Months	24 Months	Over 5 Years
1/1/2014	Jail Sergeant	60	230	21.66				
	Dispatcher/Jailer FT	61	250	19.52	19.94			20.45
	Dispatcher/Jailer PT	61	250	19.52				
	POSITION	Range #		START	6 Months	18 Months	24 Months	Over 5 Years
1/1/2015	Jail Sergeant	60	230	21.88				
	Dispatcher/Jailer FT	61	250	19.72	20.14			20.65
	Dispatcher/Jailer PT	61	250	19.72				

Resolution No. _____

**RESOLUTION TO INCREASE THE 2015 AGING AND DISABILITY RESOURCE CENTER
BUDGET – NUTRITION REVITALIZATION PROJECT**

WHEREAS, the Aging and Disability Resource Center (ADRC) applied for funding for an Innovation Elder Nutrition Program Revitalization Pilot Project; and,

WHEREAS, the funding has been approved and a grant award in the amount of \$20,000 will be provided by the state to fund the activities listed in the application; and,

WHEREAS, these funds are not part of the current 2015 Aging and Disability Resource Center budget,

THEREFORE BE IT RESOLVED, that the 2015 Aging and Disability Resource Center budget shall be increased \$20,000 for this grant.

FISCAL IMPACT: Additional State Funds Received \$20,000

Recommended for adoption by the Washburn County Finance Committee this 3rd day of December 2015.

Thomas Mackie, Chair

L. H. Skip Fiedler, 1st Vice Chair

Steve Waggoner

Tony Baier

Micheal Bobin

RESOLUTION # _____

RESOLUTION TO CARRY OVER 2015 FUNDS TO THE 2016 EMERGENCY
GOVERNMENT DEPARTMENT BUDGET

WHEREAS, the 2015 Emergency Government Department included funding for the
Emergency Operations Center (EOC) Upgrade Project; and,

WHEREAS, the EOC project has carried over to 2016; and,

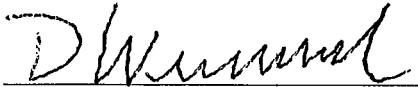
WHEREAS, there aren't funds in the 2015 budget to complete the project; and,

WHEREAS, the EOC Upgrade Project was approved through the 2016 Fiscal Budget as a
Capital Improvement Project; and

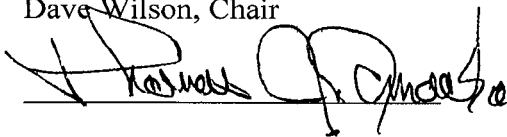
THEREFORE BE IT RESOLVED; that any remaining funds in the Emergency
Government (#52910 and #52600) budget be reappropriated to the 2016 Emergency
Government budget (#52910 and #52600) to pay towards the EOC Capital
Improvement Upgrade project.

FISCAL IMPACT: Carryover of Funds, up to \$4,000.00

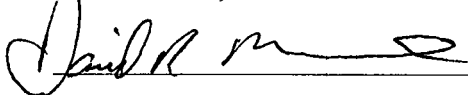
Recommended for adoption by the Washburn County Law Enforcement/Emergency
Management Committee this 10th day of December, 2015.



Dave Wilson, Chair



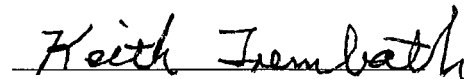
Tom Mackie, Vice Chair



David Masterjohn, Member



Clay Halverson, Member



Keith Trembath, Member

RESOLUTION#

**RESOLUTION TO AUTHORIZE PARTICIPATION IN THE DEPARTMENT
OF NATURAL RESOURCES MUNICIPAL DAM GRANT PROGRAM**

BIRCH LAKE DAM

WHEREAS, Washburn County owns the Birch Lake Dam and requests financial assistance under x. 31.385 and s. 227.11, Wis. Stats., and Chapter NR 335, Wis. Adm. Code, for the purpose of dam repair; and,

WHEREAS, the state share for such a project may not exceed 50 percent (50%) of total eligible project costs; which are estimated to be no more than \$200,000.

NOW, THEREFORE, BE IT RESOLVED, that Washburn County HEREBY AUTHORIZES the Washburn County Highway Commissioner to:

- Submit an application to the DNR for financial aid under chapter NR 335, Wis. Adm. Code;
- Sign grant agreement documents
- Take all necessary action to complete the project associated with any grant agreement; and
- Submit reimbursement claims along with necessary supporting documentation.

BE IT FURTHER RESOLVED THAT, Washburn County agrees to pay a share of the eligible costs which is equal to the total project cost minus the state share and the Sawyer County share.

FISCAL IMPACT: To be determined

Recommended for adoption by the Washburn County Highway Committee this 10th day of December 2015.

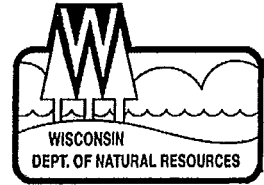
Gregory Krantz, Chair

Thomas Ricci, Vice Chair

Lester "Skip" Fiedler, Member

Terry Leckel, Jr. Member

Romaine Quinn, Member



April 28, 2015

Mr. Jon Johnson, Highway Commissioner
Washburn County Highway Department
1600 County Highway H
Spooner, WI 54801

Subject: Dam Safety Inspection – Birch Lake (Birchwood) Dam, Field File # 65.01, Key Seq # 86,
Washburn County

Dear Mr. Johnson:

I have reviewed the inspection report prepared by Peter E. Haug, P.E., Ayres Associates Inc which was submitted to the Department of Natural Resources (Department) on December 12, 2013. The report and recommendations meet the requirements of Ch. 31.19, Wis. Statutes for owner-responsible inspections of large dams. Your consultant identified deficiencies at the dam and recommended repairs to bring the dam into compliance with NR 333.05 and NR 333.07.

The inspection report includes timeframes for addressing the deficiencies and improving the safety and structural integrity of the dam. I have used the recommended work directives to bring the dam into compliance with the code. However, I have extended the timeframes for completing the work.

I have also added a directive to complete a new Dam Failure Analysis (DFA) for Birch Lake Dam. The initial DFA was completed over 20 years ago and modeling techniques have improved since that time. In addition, the hydrology may change based upon new precipitation data. With a mobile home development immediately downstream of the earthen embankment, a revised DFA will provide crucial safety information for the dam. It is my understanding that when the initial DFA was completed in 1992, there was a temporary development moratorium. It appears there may be some increased development downstream since the temporary moratorium was implemented rather than adopting the hydraulic shadow map into the County Floodplain Zoning Ordinance.

Finally, it appears that three directives from the 2010 Department Dam Safety Inspection have not been completed yet. I added these items to the directives, also with extended timeframes. **If any items listed below have already been completed, please provide the Department with written documentation and photos.**

DIRECTIVES

The following deficiencies must be corrected by the dates given:

- | | |
|------------------------------------------------------------------------------------------|------------------|
| 1. Test operability of principal spillway gate during spring flood and repair, if needed | June 1, 2016 |
| 2. Remove trees, woody vegetation and tall grass along entire embankment | October 1, 2015 |
| 3. Repair right toe drain cleanout and protect from future mower strikes | December 1, 2015 |
| 4. Install portage route signs | December 1, 2015 |
| 5. Submit benchmark elevation and datum | December 1, 2015 |
| 6. Perform detailed investigation of low level lake drain | June 1, 2016 |
| 7. Monitor rusting of sheetpile tie rods | Ongoing |

ADDITIONAL DIRECTIVES

The following deficiencies must be corrected by the dates given:

- | | |
|----------------------------------------------------------------------------------------------|-----------------|
| 8. Dam Failure Analysis | May 1, 2017 |
| 9. Update Emergency Action Plan and Inspection, Operation and Maintenance Plan | October 1, 2015 |
| 10. Repair erosion at left abutment wall | October 1, 2015 |
| 11. Complete auxiliary spillway repairs (fill concrete cracks & remove vegetation in riprap) | October 1, 2015 |

In order for us to consider a schedule other than this, you must submit your alternative schedule by August 1, 2015. If we do not hear from you by then, the schedule we have determined will be in effect.

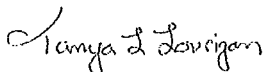
Please note that repairs required under items 1, 6, and 8 above must be designed by an engineer registered in Wisconsin and plans must be submitted to the Department for review and approval before any work is performed. The surveys required under item 5 must be conducted by a registered land surveyor.

Birch Lake (Birchwood) Dam has an estimated hazard rating of significant. State Statutes requires that you have the dam inspected by an engineer registered in Wisconsin every three to four years. You will need to hire an engineer to inspect your dam in 2016 and Department dam safety staff will inspect your dam again in 2019. In the interim, you should continue to monitor and inspect your dam on a regular basis.

Based on information from your inspection and the Department's file, I completed a Sufficiency Rating for Birch Lake (Birchwood) Dam. The Sufficiency Rating is a snapshot of the dam's physical condition and compliance with NR 333 requirements. The dam is classified as **Conditionally Fair** because outstanding repairs are required and the IOM and EAP need to be updated. By completing these items, it may be possible to change the classification to Satisfactory or Fair. The Sufficiency Rating helps the Dam Safety Program track progress of the dam and whether the Program is meeting its goal of promoting safe dams. The rating has no direct consequence of enforcement; however, not completing directives listed above could trigger enforcement.

If you have questions concerning this letter or the operation and maintenance of your dam, or are uncertain how to proceed with the directives, please contact Frank Dallam at frank.dallam@wisconsin.gov, (715) 635-4064, or Department of Natural Resources, Spooner Service Center, 810 W Maple Street, Spooner, WI 54801.

Sincerely,



Tanya L. Lourigan, P.E.
Water Management Engineer
Fitchburg Service Center

cc: Frank Dallam, Water Management Engineer – DNR Spooner
Peter Haug, P.E., Water Resources Engineer – Ayres Associates Inc (via email)
Bill Sturtevant, P.E., State Dam Safety Engineer – DNR Madison WT/3 (via email)



June 15, 2015

Mr. Jon Johnson
Highway Commissioner
Washburn County Highway Department
1600 County Highway H
Spooner, WI 54801-6206

Re: Birch Lake Dam Survey, Failure Analysis, Updates to EAP& IOMP

Dear Mr. Johnson:

Thank you for the opportunity to submit this proposal for professional services including a Dam Failure Analysis; Inspection, Operation, and Maintenance Plan update; Emergency Action Plan update; and related survey activities at the Birch Lake Dam. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions. The scope of work presented responds to Items 5, 8, and 9 listed in an April 28, 2015 letter from the Wisconsin Department of Natural Resources to Washburn County. Items 2, 3, 4, 7, and 11 are maintenance and monitoring-related tasks that we understand will be addressed by the County.

Items 1 and 6 (spillway gate repairs, if any, and detailed investigation of the lake drain) will be addressed in a separate proposal. However, we would advise the County to confirm that the principal spillway gate is operable prior to completing and submitting the failure analysis, because the failure analysis includes an assessment of spillway adequacy. Given that the WDNR submittal date for the spillway gate tests and repairs is June, 2016 and the submittal date for the dam failure analysis is almost a year later, this sequence is practical within the time frames provided.

Project Description

The WDNR has directed Washburn County to provide a new Dam Failure Analysis (DFA) and updates to the existing Inspection, Operation, and Maintenance Plan (IOMP) and Emergency Action Plan at the Birch Lake Dam. The DFA will need to be re-created using a different hydraulic model, as the previous NWS-DAMBRK model is no longer available or supported and the WDNR now requires that failure analyses be done using the HEC-RAS model. Furthermore, the April 28, 2015 WDNR letter indicates that an updated hydrologic analysis (estimate of the 100 year flood inflow hydrograph) is required.

Both the IOMP and the EAP were previously prepared by Ayres Associates but need to be updated with respect to content and contact information, as well as conforming with a new WDNR template.

The work will be performed to comply with the requirements of the Wisconsin Administrative Code, Chapters NR116 and NR 333.

File: k:\water resource eng\washburn county\birch lake\2015 dfa etc\2015 birchlakedfa_proposal.docx

2. Add updated information and revise the IOMP to conform with the present WDNR template.

The dam failure analysis, IOMP, and EAP will be provided to the County electronically and in hard copy and also directly to the DNR, if the County requests.

Responsibilities of Owner and Others

The owner will provide access to the dam for the survey, and to available documentation about the dam. We will also request the owner's support in notifying downstream homeowners of the need for an elevation survey. (For example, we may provide suggested language for a letter to be printed on the dam owner's letterhead and carried by the survey team.)

Additional Services

Additional services may include survey of additional homes further downstream (i.e. on Balsam Lake) that prove to be in or very near the "hydraulic shadow." Without knowing the downstream extent or the height of the dam failure flood wave, we cannot estimate at this time whether such survey will be required, or what the level of effort will be. If additional downstream home surveys are needed, an additional fee estimate will be prepared. We will also request a fee increase if the HEC-RAS model needs to be carried downstream of Mikana Dam.

Following WDNR acceptance of the dam failure analysis, an updated EAP incorporating the new hydraulic shadow maps will likely be required. This effort is also not included in our current proposal, because the level of effort required will be affected by the outcome of the failure analysis.

Time Schedule

We will complete the Emergency Action Plan updates and the IOMP updates by September 15, 2015, assuming we receive authorization to proceed by July 15, 2015. Note that the final Emergency Action Plan submittal is contingent on obtaining all required participant signatures, which is frequently a slow process. If we are not able to submit the EAP with all signatures by the WDNR's deadline of October 1, 2015, we will submit the text and a letter requesting an extension of time.

We will complete the survey component of the dam failure analysis (including the documentation of the benchmark elevation) by November 1, 2015 and submit the benchmark information to the WDNR by December 1, 2015.

We will complete the dam failure analysis, mapping, and reporting by April 1, 2017. It is our preference to begin this work in late 2015, leaving only the parts that are contingent on the operability of the spillway gate for 2016 and/or 2017. However, we will consult with the County to schedule this task to fit with the County's annual budgeting.

Mr. Jon Johnson
June 15, 2015
Page 5 of 5

Proposed by Consultant:

Ayres Associates Inc.



Ellen Faulkner, P.E.
Water Resources Engineer
Direct: 715.831.7631
faulknere@ayresassociates.com

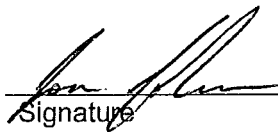


Christopher T. Goodwin, PE
Manager, Water Resources
Direct: 715.831.7682
goodwinc@AyresAssociates.com

Accepted by Owner:

Washburn County

WASHBURN COUNTY
Owner's Name


Signature

Jon Johnson
Name

Highway Commissioner
Title

7/6/15
Date

Attachments: Contract Terms and Conditions

12. Ownership of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

15. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

16. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

17. Third Party Benefits: This contract does not create any benefits for any third party.

18. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

19. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

20. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

21. Amendments: This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

RESOLUTION#

RESOLUTION TO INCREASE THE
2015 HIGHWAY DEPARTMENT BUDGET – WELLNESS GRANT

WHEREAS, the Highway has received additional GHT – WCA Group Health Trust grant funding in the amount of \$2,400.00; and,

WHEREAS, the grant is to be used for expenses associated with instituting a wellness program at the Highway Department; and,

WHEREAS, the excess funds received are not part of the 2015 Highway Department’s budget and needs to be increased for such,

THEREFORE BE IT RESOLVED, that the 2015 Highway Department budget be increased \$2,400.00 to recognize the additional grant funds received.

FISCAL IMPACT: Additional grant funding \$2,400.00

Recommended for adoption by the Washburn County Finance Committee this _____ day of _____ 2015.

Thomas Mackie, Chairperson

L.H. “Skip” Fiedler, Vice Chair

Steve Waggoner, Member

Tony Baier, Member

Micheal Bobin, Member



WASHBURN COUNTY HIGHWAY DEPARTMENT

Steven Flach, Highway Technician

1600 County Highway H
SPOONER, WISCONSIN 54801
(715) 635-4480 Fax (715) 635-4485

Greg Krantz, Chairperson Romaine Quinn, Vice Chair
L. H. "Skip" Fiedler Elizabeth Esser Anthony Baier

Dear Ms. Hageman,

My name is Steve Flach and I am the safety coordinator for the Washburn County Highway Department.

This past summer we had a local physical therapist come in and conduct a presentation on proper lifting and shoveling to the highway department employees. During this time the presenter also covered stretching and strengthening techniques that would help relieve pain and possibly prevent future injuries.

After the safety meeting the Highway Commissioner and I met and we decided that it would be a great asset to pursue a wellness program for the highway employees. At the beginning stages of our wellness program we are going to offer highway employees free visits to Greenfield Physical Therapy whenever they feel any pain, discomfort, or numbness even if the pain is caused by an activity away from work.

We feel that by taking these proactive measures and providing this service to our employees, they will be able to live an active and pain free lifestyle at home and work.

To get things rolling Greenfield Physical Therapy will conduct private individual assessments of each employee. During the assessment the therapists will be collecting some background information such as current symptoms, old injuries and overall health. Each visit will take approximately a ½ hour which will cost a fee of \$75.00 per employee (32 employee's total). Please see graph below.

32 Employees	½ hour per employee @ \$75 each	Total= \$2400.00
--------------	---------------------------------	------------------

To help get our wellness program started, I am requesting a grant of \$2400.00. These grant funds will be a great asset towards creating a positive wellness program for our highway employees.

Thank you,

Steven Flach