

# WASHBURN COUNTY BOARD OF SUPERVISORS AGENDA – DRAFT

October 17, 2017

6:00 p.m.

County Board Room, Elliott Building, Shell Lake, Wisconsin

1. Call Meeting to Order at 6:00 p.m. – Chair Mackie
2. Moment of Silent Meditation and Pledge of Allegiance – Supv. Ricci
3. Notice of Meeting - County Clerk Olson
4. Introduction of and Oath of Office for New County Board Representative for District #2
5. Roll Call – County Clerk Olson
6. Election of Highway Committee Member At-Large
7. Approval of September 19, 2017 County Board Proceedings
8. Concerned Citizens
9. Proclamation of 100 Years of Service – Catholic Charities Bureau, Inc. – Chair Mackie
10. Recognition of Washburn County on Becoming StormReady – Carol Christenson, NOAA
11. Presentation of Next Gen 911+CAD – Zuercher/Law Enforcement Committee

## 12. Consent Agenda

- A. Rezone Petition and Amendatory Ordinance
- B. Resolution to Update County Board Rules Part II – IT Committee Duties & Responsibilities
- C. Resolution to Update Handbook Policy 5.3 Cash in Lieu for Language Clarification
- D. Resolution Supporting Efforts to Close Commercial Property Assessment Loopholes
- E. Resolution Requesting the Federal Deduction for State and Local Taxes (SALT) Be Maintained in its Entirety
- F. Resolution to Approve Joining State and Nationwide Litigation Efforts in Relation to Claims Against Opioid Manufacturers

## 13. Other Resolutions and Ordinances

- A. Resolution to Increase the 2017 Emergency Government Dept Budget due to Donation Award for Fiscal Year 2017 - \$2500 – Supv. Waggoner
- B. Final Resolution Creating the Birch Lake Dam Special Assessment District Pursuant to §§31.38(4) & 66.0703, Wis. Stats. – Chair Mackie

14. Committee Reports
15. Chair Appointments
16. Citizen Comments
17. Chair Comments
18. Possible Future Agenda Items/Next Meeting Date: November 14, 2017 (Daytime Meeting)
19. Audit Per Diems
20. Adjourn

Respectfully submitted this 13th day of October 2017  
Lolita Olson, County Clerk

# WASHBURN COUNTY BOARD OF SUPERVISORS MINUTES – DRAFT

September 19, 2017

6:00 p.m.

County Board Room, Elliott Building, Shell Lake, Wisconsin

1. Call Meeting to Order at 6:00 p.m. by Chair Mackie
2. Moment of Silent Meditation and Pledge of Allegiance was lead by Supv. Ricci
3. Notice of Meeting was read by County Clerk Olson
4. Roll Call was done by County Clerk Olson. Board members present: (20), Absent: (1) Fiedler. Youth present: (1) Tolene.
5. Approval of July 18 2017 County Board Proceedings on motion by Esser, 2<sup>nd</sup> by Hoepfner; MC.
6. Concerned Citizens – None at this time.
7. Introduction of Lori Baltrusis, Univ of Wis Extension, Area Extension Director – Supv. Hansen introduced Lori Baltrusis. Lori will be serving Burnett, Barron, Washburn, Sawyer, and Rusk counties with her office being in Washburn County.
8. Presentation by John Will, Wis Indianhead Tech College, President – introduced by Chair Mackie. Handouts given. Reviewed enrollment, graduate outcomes, career programs and course offerings, articulation agreements, local impact, national top-ranked college, and scale of offerings (re: welding programs for inmates to help with recidivism.) Discussed private contracts offered for customized training (not open to the public).
9. Presentation by Joel Zimmerman, Economic Development Corp, Exec Director – introduced by Chair Mackie. Report was presented via brief video. It was mentioned that the biggest barrier for new businesses coming in is the broadband issue.

## 10. Consent Agenda motion by Masterjohn, 2<sup>nd</sup> by Dohm to approve; MC.

- A. Rezone Petition and Amendatory Ordinance
- B. **Resolution 62-17 Agreement Between the Northwest Regional Planning Commission and Washburn County**
- C. **Resolution 63-17 to Approve Update to Employee Handbook Policy 9.4 – Tobacco Use and to Update Sec. 31-4 of the Washburn County Code of Ordinances regarding same**

## 11. Other Resolutions and Ordinances

- A. **Resolution 64-17 for ATV Route Request for CTY Hwy T from Peufald Rd to Shoreline Rd** – Motion by Ricci, 2<sup>nd</sup> by Hoepfner. Voice vote carries unanimously.
- B. **Resolution 65-17 to Approve New Recreation Officer Position – Forestry/Law Enforcement** – Motion by Reiter, 2<sup>nd</sup> by Haessig to suspend the rules due to previous conflict in job description and the requirement that new positions are presented in July; MC on voice vote. Motion to approve position by Esser, 2<sup>nd</sup> by Masterjohn. Supv. Quinn sponsored Mike Peterson, who reported that 100% of the funds for this position are coming from Forestry; part of the initial costs are for equipment which would be a one-time cost. Intention is to fund position from Forestry. Discussed supervision, previous utilization of Rec. Officer position, need for increased enforcement due to the distinct increase in violations (ATV issues, hunting activities, trespassing, etc.) Recreational issues are governed by a different set of statutes and this position would give the county one point in contact. Many user groups are also asking for increased presence; private easements on trails are being lost mainly due to lack of enforcement. Discussed response time. Roll Vote: Yes (19), No (1); Youth: Yes (1); MC.
- C. **Resolution 66-17 to Amend Emergency Management 2017 Budget due to Enbridge Grant Award** – Motion to approve by Waggoner, 2<sup>nd</sup> by Reiter. Roll Vote: Yes (20), No (0); Youth: Yes (1); MC.

12. Committee Reports – Supv. Haessig - Aging/ADRC is having an event on 9-29 from 9-1 at the Civic Center (Livin Life and Lovin It); Supv. Reiter – AG/Land Conservation – discussions on long range planning with the upcoming surveyor retirement; zebra mussel education. Supv. Esser – had contact with

IMC and will be offering flu shots. Supv. Ricci – BKV has been approved to do study for new building project. Supv. Quinn – Veterans are going to VA on Fridays also; if anyone needs a ride to the hospital (whether a veteran or not) to contact him or David Haessig.

13. Chair Appointments – Reappointment of Jack Starr to Housing Authority Board of Washburn County; appointment of J. Keith Trembath to the Housing Authority to fill last year of Doris Washburn’s term due to resignation; Appointment of Mark Schultz to serve on the Spooner Lake District Board of Commissioners for the term ending at the 2020 District annual meeting. Motion to approve by Reiter, 2<sup>nd</sup> by Dohm; MC. Transit Commission needs additional persons appointed.
14. Citizen Comments – none at this time.
15. Chair Comments – Exec/Finance met with the administrator from Burnett County and we are both looking for financial persons and there is a possibility of combining the position (use same finance system, same auditors, same size, etc.) Exploratory talks will continue.
16. Possible Future Agenda Items/Next Meeting Date: October 17, 2017
17. Audit Per Diems – Masterjohn/Dohm
18. Adjourn – Ricci/Dohm at 7:13 p.m.

Respectfully submitted this 22<sup>th</sup> day of September 2017  
Lolita Olson, County Clerk

***Catholic Charities Bureau, Inc.***  
***Proclamation***

**WHEREAS** Catholic Charities Bureau, Inc. is celebrating the one hundredth anniversary of its founding, in 1917, as St. Joseph's Children's Home, an orphanage which served children of Northern Wisconsin including Washburn County.

**WHEREAS** since its founding in 1917 by Bishop Joseph Koudelka, Catholic Charities Bureau, Inc. has expanded its services to include affordable housing for senior citizens and persons with disabilities, rehabilitation facilities providing access to employment and independent living for persons with intellectual disabilities, volunteer programs providing talented senior citizens with opportunities for community service, home health care and supportive services for persons with health related issues, and programs for children with special needs, and families in crises.

**WHEREAS** in 2017 Catholic Charities Bureau, Inc. provided essential human services to persons in need, through 60 programs located in 74 communities in Northwest Wisconsin and the Arrowhead Region of Minnesota.

**WHEREAS** Catholic Charities Bureau, Inc. currently operates services of Diversified Services, Inc., and Catholic Charities Bureau Housing serving people in need in Washburn County.

**WHEREAS** Catholic Charities Bureau, Inc. through the leadership of Bishop James Powers, its Membership, its Board of Directors, volunteers, and staff will continue to extend and expand programs and services to people in need in the next century of its operation.

**WHEREAS** over the past century outstanding citizens of Washburn County have voluntarily served on the Board of Directors of Catholic Charities Bureau, Inc. through its affiliated agencies.

**THEREFORE**

**NOW, THEREFORE, I, THOMAS MACKIE**, Chair of the Washburn County Board of Supervisors, extend sincere appreciation to the officers and Board Directors of Catholic Charities Bureau, Inc., offer congratulations for a century of service fulfilling the Catholic Charities Bureau Mission, "... to meet the critical issues of our society through the use of our gifts and resources by mobilizing the Christian community in partnership with private and public enterprise... To create an environment of human dignity based on justice, mutual respect, understanding, and trust...", and shall continue to collaborate with Catholic Charities Bureau, Inc. to create and expand services to assist people and families in need to become contributing, self-sufficient members of our community.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the seal of the County of Washburn, Wisconsin to be affixed. Done at the Washburn County Courthouse, this \_\_\_ day of October, 2017.

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Thomas Mackie, Washburn County Board Chair

## REZONING PETITIONS

Washburn County Board of Supervisors

Rezoning petitions were filed with the Washburn County Zoning Office for changes in the Zoning districts. Notices were sent that a public hearing would be held on September 26, 2017.

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

Evergreen Township Washburn Trust, Hayward WI. PROPERTY: PT E1/2 SW SW & OL1 and PT SE SW & OL1, both in Section 17-39-13, to rezone 54.58 acres of the property described above from Agricultural to Residential Recreational 2, Map# EV328/Tax ID# 33369 and Map ID# EV329/Tax ID# 33370 in the Town of Evergreen to develop lots.

The Zoning Committee recommends APPROVAL of the request to rezone 54.58 acres of Agricultural to Residential Recreational 2.

Stone Lake Township James Stensvold, Stone Lake WI. PROPERTY: NW NE, Section 26-39-10, to rezone 3 acres of Agricultural to 3 acres Residential Recreational 2, Map ID# SL505/Tax ID#27094, in the Town of Stone Lake to split off and build a home.

The Zoning Committee recommends APPROVAL of the request to rezone 3 acres of Agricultural to Residential Recreational 2.

Minong Township Kristy O’Kane, Minneapolis MN. PROPERTY: N 715’ GOV LOT 1 INCL N1/2, Section 17-42-12, to rezone 7.65 acres from Residential Recreational 1 to Residential Recreational 2, Map ID# MI285A/35034, in the Town of Minong, to be able to build a second house.

The Zoning Committee recommends APPROVAL of the request to rezone 7.65 acres of Residential Recreational 1 to Residential Recreational 2.

Madge Township Margaret Blaisdell, Vienna, VA. PROPERTY: Ahrens Bay Assessors Plat, Section 33-38-11, to rezone 2.1 acres of Residential Recreation 2 to Residential Recreational 1, Map # MA934/19067, in the town of Madge to be able to subdivide lot.

The Zoning Committee recommends APPROVAL of the request to rezone 2.1 acres of Residential Recreational 2 to Residential Recreational 1.

Interested persons were given the opportunity to be heard.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
David Haessig, Chairman  
Washburn County Zoning Committee

Rezonepetitions092617

**AMENDATORY ORDINANCE**

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

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

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

Evergreen Township Washburn Trust, Hayward WI. PROPERTY: PT E1/2 SW SW & OL1 and PT SE SW & OL1, both in Section 17-39-13, to rezone 54.58 acres of the property described above from Agricultural to Residential Recreational 2, Map# EV328/Tax ID# 33369 and Map ID# EV329/Tax ID# 33370 in the Town of Evergreen to develop lots.

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Interested persons were given the opportunity to be heard.

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

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

\_\_\_\_\_  
Dated

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

Rezonepetitions092617

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

**RESOLUTION TO APPROVE UPDATE TO COUNTY BOARD RULES PART II –  
SECTION 8 INFORMATION TECHNOLOGY COMMITTEE**

WHEREAS, from time to time County Board Rules & Procedures need to be revised and updated to ensure currency with law, best practices and language updates, and

WHEREAS, the Information Technology Committee has recommended that the Board Rules be updated to reflect that the committee is responsible for reviewing security technologies and procedures to ensure protection of County digital records.

THEREFORE, BE IT RESOLVED, that the revised County Board Rules Part II, Section 8 – Information Technology Committee, Paragraph 2, Subsection I, as attached will be effective upon approval by the Washburn County Board of Supervisors.

FISCAL IMPACT: None

RECOMMENDED FOR ADOPTION BY THE EXECUTIVE COMMITTEE THIS 19<sup>TH</sup> DAY OF OCTOBER, 2017.

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Tom Mackie, Chair

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Tom Ricci, 1<sup>st</sup> Vice Chair

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Beth Esser, 2<sup>nd</sup> Vice Chair

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Chris Thompson, Member

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Steve Waggoner, Member

## **8 INFORMATION TECHNOLOGY COMMITTEE**

### **1) Membership**

The Information Technology Committee shall be comprised of five (5) County Board Supervisors. This Committee should include at least 1 member from the Finance, Law Enforcement, Personnel, Public Property, and Executive committees.

### **2) Duties and Responsibilities**

- A) At the organizational meeting, the members shall:
  - Elect a Chair and Vice Chair from members of the Committee
  - Approve a Recording Secretary
  - Designate agenda creation and approval procedure.
- B) Approve Information Technology Department goals and objectives.
- C) Approve Information Technology Department programs and projects.
- D) Approve procedures for county wide use, archival, and storage of digital records.
- E) Approve Information Technology Department annual budget and financial reports.
- F) Approve Information Technology usage policy for the county.
- G) Approve long range technology plan for Washburn County.
- H) Review departmental technology to insure integration with county-wide plan.
- I) Review security technologies and procedures to ensure protection of County digital records.



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

**RESOLUTION TO APPROVE UPDATE TO EMPLOYEE HANDBOOK –  
POLICY 5.3 CASH IN LIEU**

WHEREAS, from time to time County policies need to be revised and updated to ensure currency with law, best practices and language updates, and

WHEREAS, clarification of the policy is needed in order to administer the policy in a clear, uniform and consistent manner,

WHEREAS, the updated policy defines eligible full time employees as well as source of other health insurance coverage;

THEREFORE, BE IT RESOLVED, that the revised 5.3 Cash In Lieu Policy as attached will be effective upon approval by the Washburn County Board of Supervisors.

FISCAL IMPACT: None

RECOMMENDED FOR ADOPTION BY THE PERSONNEL COMMITTEE THIS 19<sup>TH</sup> DAY OF OCTOBER, 2017.

\_\_\_\_\_  
Beth Esser, Chair

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Steve Waggoner, Vice Chair

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Romaine Quinn, Member

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

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

### 5.3 CASH IN LIEU OF INSURANCE

Effective April 1, 2013, eligible full-time employees as defined by the ACA, electing not to be covered by the County's health insurance plan for family coverage, who provide proof that they, their spouse, and dependents have health insurance coverage ~~from another source~~, provided by another employer or by the spouse's employer will be compensated by the County in the amount of \$5,000 per year. Eligible full-time employees, as defined by the ACA, electing not to be covered by the County's health insurance plan for single coverage, who provide proof that they have health insurance coverage ~~from another source~~ provided by another employer or by the spouse's employer, will be compensated by the County in the amount of \$2,000 per year. Employees enrolled with-in only single coverage with the County, who carry eligible dependents on another health insurance plan do not receive any compensation under this policy.

Payments shall be distributed through the County's IRS Section 125 plan and paid in equal payments per paycheck. All cash payments received under this option shall be subject to state and federal withholdings and the required FICA contributions, as long as such withholding and FICA contributions are required by law.

~~Payments made to part-time employees (scheduled 50% or more of the full-time schedule) under this policy as shown above, shall be pro-rated based on the employee's percent of full-time equivalency, and pro-rated based on the current employer/employee percentages in place for full-time employees.~~

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An employee who is a covered dependent on another family members' family policy with the County, does not qualify for this benefit. To qualify, an employee must be a new hire or currently enrolled in the County's health insurance program on 4/1/2013, must elect to discontinue health coverage, and must provide proof of alternative coverage provided by another employer or by the spouse's employer, for the payouts to begin. Payments shall commence only upon receipt of the documentation and proof requested of the employee, by the Personnel department. Payments shall cease if health insurance through the County is reinstated. Revised 8/13/2013

**RESOLUTION SUPPORTING EFFORTS TO CLOSE COMMERCIAL PROPERTY ASSESSMENT LOOPHOLES**

WHEREAS, homeowners in Wisconsin already pay 70% of the total statewide property tax levy; and

WHEREAS, the disproportionate burden is about to get much worse unless the Legislature addresses tax avoidance strategies that national chains and big box establishments are using across the country to gain dramatic reductions in their property tax bills at the expense of homeowners and other taxpayers; and

WHEREAS, a carefully orchestrated wave of hundreds of lawsuits in Wisconsin is forcing assessors to slash the market value of thriving national retail stores, shifting their tax burden to local mom and pop shops and homeowners; and

WHEREAS, some stores in Wisconsin have argued in communities across the state that the assessed value of their property for property tax purposes should be less than half of their actual sale prices on the open market; and

WHEREAS, some big box chains are using what is known as the "Dark Store Theory" to argue that the assessed value of a new store in a thriving location should be based on comparing their buildings to sales of vacant stores in abandoned locations for a different market segment; and

WHEREAS, the Indiana Legislature has on two occasions in the last two years overwhelmingly passed legislation prohibiting assessors from valuing new big box stores the same as nearby abandoned stores from a different market segment; and

WHEREAS, the Michigan State House overwhelmingly passed similar legislation in May of 2016.

NOW, THEREFORE, BE IT RESOLVED, that Washburn County does hereby urge the Governor and State Legislature to protect homeowners and main street businesses from having even more of the property tax burden shifted to them by passing legislation clarifying that:

1. Leases are appropriately factored into the valuation of leased properties; and
2. When using the comparable sale method of valuation, assessors shall consider as comparable only those sales within the same market segment exhibiting a similar highest and best use rather than similarly sized by vacant properties in abandoned locations; and

BE IT FURTHER RESOLVED, that this resolution be forwarded to the Wisconsin Counties Association and Senator Janet Bewley immediately to stress the need for their support of these bills aimed at protecting homeowners and main street Wisconsin businesses.

Recommended for adoption by the Executive Committee this 17<sup>th</sup> day of October, 2017.

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Tom Mackie, Chair

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Chris Thompson, Member

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Tom Ricci, 1<sup>st</sup> Vice Chair

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Steve Waggoner, Member

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Beth Esser, 2<sup>nd</sup> Vice Chair

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

**RESOLUTION REQUESTING THE FEDERAL DEDUCTION FOR STATE AND LOCAL TAXES (SALT) BE MAINTAINED IN ITS ENTIRETY**

WHEREAS, many Wisconsin residents pay state and local property taxes and claim the state and local tax deduction (SALT) on their federal income tax returns; and

WHEREAS, there currently are a variety of proposals on the table to restrict, limit or modify the deduction for SALT; and

WHEREAS, SALT has been a fixture of the federal tax code and our nation's federalism for more than 100 years to guard against double taxation of households and protect the fiscal integrity of state and local governments, and it should remain in the tax code without limitation; and

WHEREAS, any limitations, restrictions or changes to SALT could lead to a tax increase for more than 30 percent of Wisconsin taxpayers with a potential loss across the state of about \$10 billion that Wisconsin taxpayers would no longer be allowed to deduct from their federal tax returns. This would unfairly affect the disposable income of Wisconsin taxpayers and will negatively impact spending at small businesses; and

WHEREAS, the elimination of SALT nationwide is estimate to generate \$1.3 trillion in federal revenue taken from 44 million households. Thus, any compromise and anything less than preserving the full deduction is sure to cause millions of taxpayers to pay higher taxes and potentially undermine funding for state and local governments at a time when state and local budgets have already been negatively impacted by spending caps.

THEREFORE, BE IT RESOLVED, that Washburn County firmly stands for the preservation of the full deduction for state and local taxes and recommends that this resolution be forwarded to the Wisconsin Counties Association and Congressional Representative Sean Duffy to request that the federal deduction for state and local taxes be maintained in its entirety.

Recommended for adoption by the Executive Committee this 17<sup>th</sup> day of October, 2017.

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Tom Mackie, Chair

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Chris Thompson, Member

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Tom Ricci, 1<sup>st</sup> Vice Chair

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Steve Waggoner, Member

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Beth Esser, 2<sup>nd</sup> Vice Chair

**RESOLUTION TO APPROVE JOINING STATE AND NATIONWIDE LITIGATION EFFORTS IN RELATION TO CLAIMS AGAINST OPIOID MANUFACTURERS**

**WHEREAS**, Washburn 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 tens of thousands 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

**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.

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.

FISCAL IMPACT: Unknown

Recommended for adoption by the Executive Committee on October 11, 2017 and respectfully submitted this 17<sup>th</sup> day of October, 2017 by the Washburn County Board of Supervisors.

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Thomas Mackie, Chair

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Tom Ricci, 1<sup>st</sup> Vice Chair

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Beth Esser, 2<sup>nd</sup> Vice Chair

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Christopher Thompson

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Steve Waggoner



October 11, 2017

**VIA EMAIL**

Washburn County  
c/o Thomas Mackie, 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 Washburn 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 Washburn 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.

## **FEEES 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 Washburn 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.

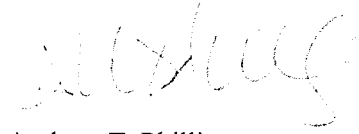
#### **CONCLUSION**

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.

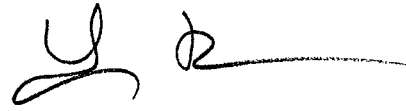
Very truly yours,

**von BRIESEN & ROPER, s.c.**



Andrew T. Phillips

**CRUEGER DICKINSON LLC**



Erin K. Dickinson

**SIMONS HANLY CONROY LLC (Acknowledged)**

Paul J. Hanly, Jr.

WASHBURN 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

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

**RESOLUTION TO INCREASE THE  
2017 EMERGENCY GOVERNMENT DEPARTMENT BUDGET ADJUSTMENT  
DUE TO DONATION AWARD FOR FISCAL YEAR 2017**

WHEREAS, the Emergency Management Department has received a Kwik Trip, Inc., Donation in the amount of \$2500.00 towards a purchase of a generator for the Incident Command Post for preparedness & response functions; and,

WHEREAS, Emergency Management did not budget for the Donation in the amount of \$2500.00 for Fiscal Year 2017;

WHEREAS, the Donation is to be applied to Emergency Management Fiscal Year 2017;

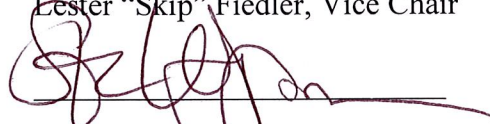
WHEREAS, the Law Enforcement/Emergency Management Committee approved the Emergency Management's application and receipt of award from Kwik Trip, Inc.

THEREFORE BE IT RESOLVED; that the 2017 Emergency Government (#52910) budget be increased \$2,500.00 for this grant award.

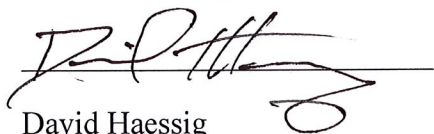
**FISCAL IMPACT: Grant \$2500.00**

Recommended for adoption by the <sup>Finance Committee</sup> ~~Washburn County Law Enforcement/Emergency Management Committee~~ this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

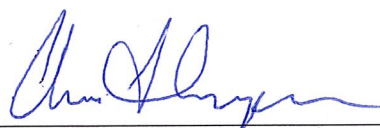
\_\_\_\_\_  
Lester "Skip" Fiedler, Vice Chair



Steven Waggoner, Vice Chair



David Haessig



Chris Thompson

\_\_\_\_\_  
David Masterjohn

**FINAL RESOLUTION CREATING THE BIRCH LAKE DAM SPECIAL ASSESSMENT DISTRICT PURSUANT TO §§ 31.38(4) & 66.0703, WIS. STATS.**

**WHEREAS**, on April 25, 2017, the Washburn County Board of Supervisors did resolve and declare its intent to create a Special Assessment District for the reconstruction and permitting of the Birch Lake Dam mandated by the Wisconsin Department of Natural Resources (Resolution # 38-17); and

**WHEREAS**, at that time, the Washburn County Board of Supervisors established the necessity to repair a leak in the lower level outlet of the Birch Lake Dam; and

**WHEREAS**, the Washburn County Highway and Dam Committee pursuant to §§ 66.0703(4) & (5), Wis. Stats., submitted a report on May 22, 2017, now on file with the Washburn County Clerk's Office; and

**WHEREAS**, the Birch Lake Dam benefits riparian owners of Birch Lake in the Town and Village of Birchwood, Washburn County; and

**WHEREAS**, there is an existing agreement between Washburn and Sawyer counties that the cost of all repairs on the Birch Lake Dam shall be covered by both counties in the proportion of 50%-50%; and

**WHEREAS**, a municipal dam grant agreement with the Department of Natural Resources has been entered into covering half the cost of engineering and construction in the amount of \$61,678.82; and

**WHEREAS**, a properly noticed public hearing mandated by § 66.0703(7)(a), Wis. Stats., was held at the Birchwood School on July 14, 2017, at which time comments on the proposed special dam assessment district were taken; and

**WHEREAS**, a transcript of that hearing is now on file with the Washburn County Clerk's Office with a condensed memorandum of the proceedings available on the Washburn County government website at <http://www.co.washburn.wi.us/images/custom/departments/highway/birchlake/hearing-for-birch-lake-dam-july-2017.pdf>; and

**WHEREAS**, the construction project is complete and invoiced, the total cost of the project, including engineering and legal fees, being \$103,974.75; and

**WHEREAS**, that the 2017 total assessed value of the real estate located in the proposed special assessment district benefited by the installation of the dam is \$18,723,605.00; and

**WHEREAS**, the Executive Committee of the Washburn County Board of Supervisors resolved to assess the benefit in the amount of 25% of Washburn County's share to the proposed Birch Lake Special Dam Assessment District as follows:

TOTAL PROJECT COST		\$103,974.75 <sup>1</sup>
DNR DAM GRANT applied	DNR	\$61,678.82
Subtotal		\$42,295.93
50% attributable to	Sawyer County	\$20,792.27
37.5% attributable to	Washburn County	\$16,127.75
12.5% attributable to	Special Dam Assessment	\$5,375.91

**NOW, THEREFORE, the Washburn County Board of Supervisors resolves as follows:**

1. The Washburn County Board of Supervisors creates the Birch Lake Dam Special Assessment District;
2. The boundaries of the proposed Special Assessment District are delineated on the attached map;
3. Washburn County shall pay \$16,127.75 and the balance of \$5,375.91 shall be attributed to the Birch Lake Special Dam Assessment District;
4. The basis for the assessment shall be the assessed valuation for each property using the 2017 assessment figures.
5. All tax-exempt real property within the district shall be assessed for purposes of the district.
6. The mill rate for the special assessment shall be: .000287119 (\$0.29 per thousand).
7. The special assessment period shall be for one year commencing with the tax year 2018, payment due by November 1<sup>st</sup> of 2018: otherwise such will be placed on the property tax bill of the benefited;
8. The special assessment shall be entered upon the tax rolls of the Village and Town of Birchwood, Washburn County, Wisconsin, as would any other real estate tax, special assessment or special charge by the respective village or town treasurer without interest;
9. This resolution shall be published as a Class 1 notice in the official county newspaper.

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<sup>1</sup> Includes legal expenses for forming the district totaling 711.40 not attributable to Sawyer County's share.



Fiscal Impact: \$16,127.75.

Moved for adoption by the Executive Committee on October 11, 2017:

\_\_\_\_\_  
Thomas J. Mackie, chair

\_\_\_\_\_  
Thomas Ricci, 1<sup>st</sup> vice chair

\_\_\_\_\_  
Beth Esser, 2<sup>nd</sup> vice chair

\_\_\_\_\_  
Steven Waggoner

\_\_\_\_\_  
Christopher Thompson

Passed/Defeated by a vote of \_\_\_\_\_ ayes to \_\_\_\_\_ nays.


Correct Attest this 17<sup>th</sup> day of October, 2017.

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

# BIRCH LAKE DAM SPECIAL ASSESSMENT DISTRICT

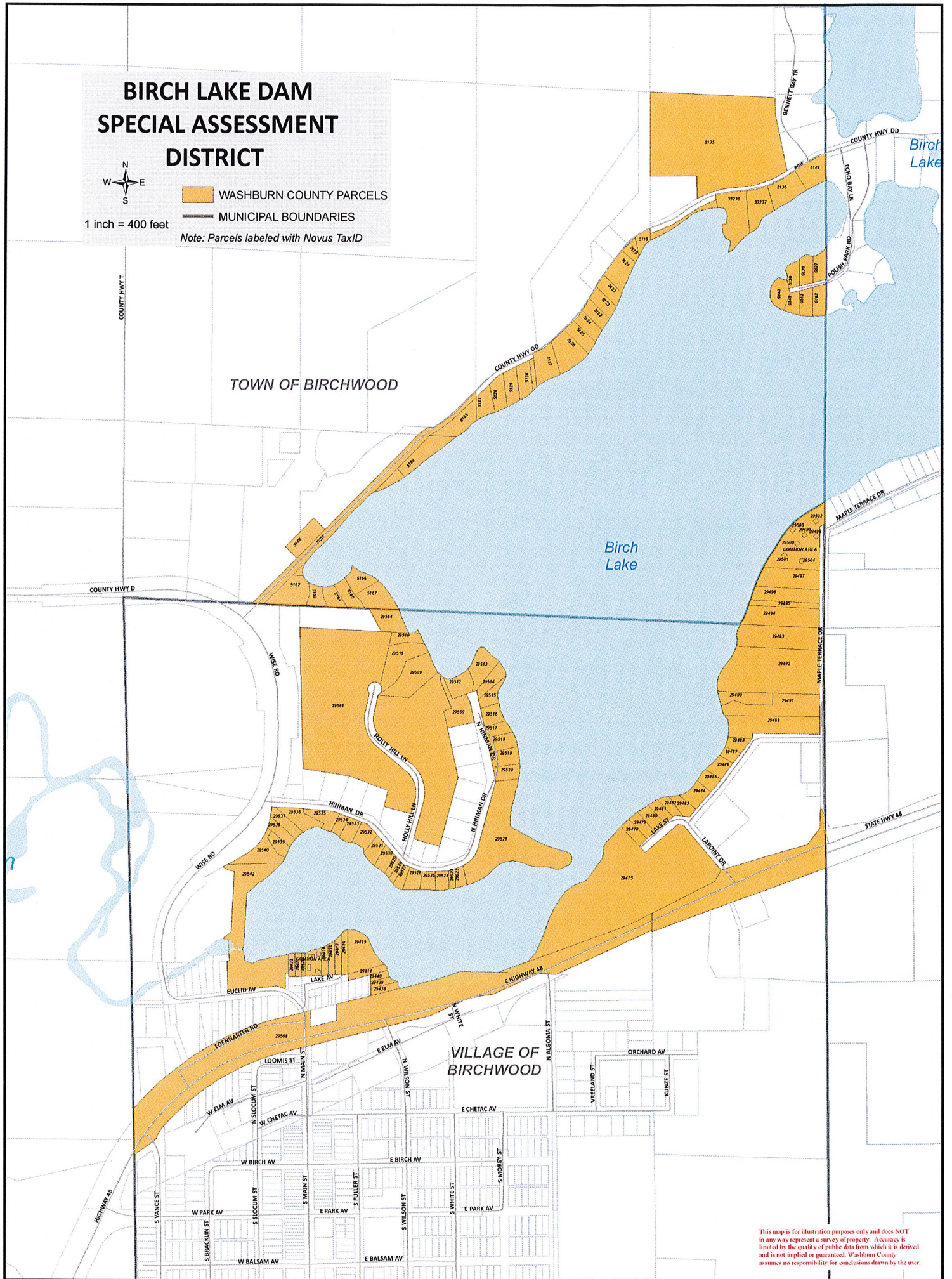


1 inch = 400 feet

 WASHBURN COUNTY PARCELS

 MUNICIPAL BOUNDARIES

Note: Parcels labeled with Novus TaxID



This map is for illustration purposes only and does NOT in any way represent a survey of property. Accuracy is limited by the quality of public data from which it is derived and is not implied or guaranteed. Washburn County assumes no responsibility for conclusions drawn by the user.