

WASHBURN COUNTY BOARD OF SUPERVISORS AGENDA – DRAFT

May 21, 2019

6:00 p.m.

County Board Room, Elliott Building, Shell Lake, Wisconsin

1. Call Meeting to Order – Chair Mackie
2. Moment of Silent Meditation and Pledge of Allegiance – Supv. Masterjohn
3. Notice of Meeting - County Clerk Olson
4. Roll Call – County Clerk Olson
5. Approval of March 19, 2019 County Board Proceedings
6. Concerned Citizens
7. Introduction of New Washburn County Youth Representatives
8. Announcement/Short Video of Bader Philanthropies Foundation Virtual Reality Goggle Grant – Linda Hand, Aging/ADRC Director
9. Presentation by WCEDC Director, Joel Zimmerman
10. Presentation on Property Assessed Clean Energy – PACE by Jon Hochkammer, WCA Outreach Manager

11. Consent Agenda

- A. Resolution Opposing Decriminalization of Marijuana in Wisconsin
- B. Resolution Creating a Non-Partisan Procedure for the Reparation of State Legislative and Congressional Redistricting Plans
- C. Resolution Approving Developer’s Agreement – Street, Sewer & Water
- D. Resolution to Join the Wisconsin PACE Commission (Property Assessed Clean Energy Financing” and Authorizing the Execution of the Commission Agreement
- E. Resolution Creating Ordinance Section Entitled “Property Assessed Clean Energy Financing” of the General Code of Washburn County, Wisconsin

12. Other Resolutions and Ordinances

- A. Resolution to Return a Tax Deeded Land to the Former Owner – Thomas C. Retzloff – Supv. Thompson
- B. Resolution to Extend ATV Route on CTH T – Supv. Thompson
- C. Resolution to Accept Grant Funds for Two DNR Surface Water Grants and Act as the Fiscal Manager on Behalf of the Gull Lake Township and Hunt Hill Audubon Sanctuary – Supv. Sather
- D. Resolution to Approve Shell Lake Senior Center Site Manager/Cook Position – Unit on Aging – Supv. Wilson
- E. Resolution to Approve New LTE Social Worker Position – Supv. Wilson
- F. Resolution to Approve Investigator Position for 2020 Budget – Sheriff’s Dept – Supv. Wilson
- G. Resolution to Approve Patrol Deputy Position for 2020 Budget – Sheriff’s Dept – Supv. Wilson

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

Respectfully submitted this 15th day of May 2019
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.

WASHBURN COUNTY BOARD OF SUPERVISORS MINUTES – DRAFT

March 19, 2019

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 led by Supv. D. Masterjohn.
3. Notice of Meeting was read by Deputy County Clerk Jill Matthys.
4. Roll Call was done by Deputy County Clerk Matthys. Present: (18); Absent/Excused: (3) C. Masterjohn, Haessig, Dohm; Youth Present: (1) Tolene.
5. Approval of February 19, 2019 County Board Proceedings on motion by D. Masterjohn, 2nd by Ford; MC.
6. Presentation of Certificate of Appreciation to Youth Representative: Cora Tolene.
7. Concerned Citizens – None at this time.

8. **Consent Agenda** – approved on motion by Wilson, 2nd by Quinn; MC.
 - A. Rezone Petition and Amendatory Ordinance
 - B. **Resolution 19-19 Designating the Week of April 7-13, 2019 as “Work Zone Awareness Week” in Washburn County**
 - C. **Resolution 20-19 Approving Emergency Fire Warden Organization List**

9. **Other Resolutions and Ordinances**
 - A. **Resolution 21-19 Amending Washburn Code of Ordinances re: Address Sign Policies** – Motion to approve by D. Masterjohn, 2nd by Ford. Motion carried by voice vote.
 - B. **Resolution 22-19 to Carry Over ADRC 2018 Funds** – Motion to approve by Sather, 2nd by Olsgard. Roll Vote: Yes (18), No (0); Youth: Yes (1); MC.
 - C. **Resolution 23-19 to Carry Over Aging 2018 Funds** – Motion to approve by Sather, 2nd by Featherly. Supv. Wilson asked Aging Director Linda Hand if they started with their new cleaning service yet and she reported yes. Supv. Sather asked Hand for clarification on the carry over amount and if cleaning costs from December were included. Roll Vote: Yes (18), No (0); Youth: Yes (1); MC.
 - D. **Resolution 24-19 to Increase the 2018 Unit on Aging Department Budget re: Grant Funding** – Motion to approve by Sather, 2nd by Wood. Roll Vote: Yes (18), No (0); Youth: Yes (1); MC.
 - E. **Resolution 25-19 to Carry Over 2018 Funds to the 2019 Highway Dept Budget** – Motion to approve by Sather, 2nd by Johnson. Roll Vote: Yes (18), No (0); Youth: Yes (1); MC.

10. Committee Reports – Finance: Nothing new to report at this time; HHS: No meeting yet this year; IT: The recent equipment surplus sale went well, will be applying for another Broadband Forward Grant soon, and the dictation system is up and running in the Sheriff Dept; Personnel: Busy interviewing and hiring for vacant positions; Ag/LCC: No meeting yet; Forestry: Supv. Quinn reported about his recent attendance at the WI Forestry Association meeting. Wolves are on the D-List. They are trying to delist them so that each state can manage their own wolf population. The bear population is higher than they originally estimated. Zone boundaries will be changing for bear hunting. They are talking about allowing dog-assisted hunts further south in the state. Hwy/Dam: The previous site of the Highway Dept in Spooner needs further testing for sodium chloride to close out the case. Plows did an excellent job at keeping the roads safe during this difficult winter, researching for solutions to eliminate and prevent future graffiti on the railroad bridge in Stanberry; LEC/EM: The jail is down inmates for the time being, Emergency Management is working on their numbering system, the Long Lake tower is nearly operational again thanks to Kiko Murphy and Carol Buck for taking care of it themselves and saving the county a lot of money; Public Property: Didn't meet in March yet but have several meetings in the near future. They have adjusted the dates for advertising the demolition packages for block 9 buildings regarding the Government Center project. Bid opening for the construction of the new Shell Lake Senior Center and maintenance shop will be on 4/1/19. Solid Waste: No meeting yet this year; UW-Extension: No meeting yet; Veterans: No meeting yet; Aging: thanks for carrying over the necessary funds, working

on a temporary location for the Shell Lake Senior Center during the Gov't Center project; Zoning:
Nothing new to report; Transit: Next meeting is end of April. 3

11. Chair Appointments – Dennis Stuart (Group 3 L/E) and John Adrihan (Group 5/Facilities) to LEPC (Local Emergency Planning Committee). Motion to approve by Wilson, 2nd by D. Masterjohn; MC.

12. Citizen Comments - None

13. Chair Comments – Mackie thanked D. Masterjohn for recognizing Jim Barrett at the beginning of the meeting. Jim was instrumental in arranging for the Northern Wisconsin Veterans Memorial State Cemetery to be located in Washburn County.

14. Possible Future Agenda Items – For April's meeting, Chair Mackie requests the County Board Supervisors answer the question: Where do you see the County going in one year, five years, and ten years?

15. Audit Per Diems on motion by D. Masterjohn, 2nd by Quinn; MC.

16. Adjourn at 6:30 p.m. on motion by D. Masterjohn, 2nd by Wilson; MC.

Respectfully submitted this 21st day of March 2019
Jill Matthys, Deputy 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 # _____

Resolution Opposing Decriminalization of Marijuana in Wisconsin

WHEREAS, the Washburn County Board of Supervisors and County personnel are strongly committed to the health, well-being and safety of the residents of Washburn County; and,

WHEREAS, the Washburn County Board of Supervisors is aware that there is legislation being considered in the Governor's budget to decriminalize marijuana possession of 25 grams or less; and,

WHEREAS, the Substance Abuse and Mental Health Services Administration (SAMHSA) reports that the amount of THC in marijuana is 3 times more concentrated than 25 years ago; and,

WHEREAS, the National Academies of Science, Medicine and Engineering report marijuana use directly affects the functioning of the brain such as memory, learning, attention and decision making. Marijuana use is also associated with the development of serious and persistent mental illnesses such as schizophrenia and other psychoses; that heavy users are more likely to report thoughts of suicide and long term users are more likely to develop social anxiety than non-users; and, [1]

WHEREAS, the Colorado Division of Criminal Justice indicated that hospitalization rates (per 100,000 hospitalizations) with possible marijuana exposure increased from 806 (2001 to 2009) to 2696 (Jan 2014 to September 2015) after commercialization; and, [2]

WHEREAS, the Colorado Division of Criminal Justice reported an increase in seizures of marijuana plants on public land, suggesting an increase of activity on the black market. In 2012, there were 11 growing operations seized with approximately 46,622 plants. While there was a steep decline of seizures in 2013 and 2014 of less than 5,000 plants each year, there was a significant increase in the years following. In 2016, 63,602 plants were seized and in 2017, 80,826 were seized. This trend is also noted in filings in organized crime related to marijuana from 31 (total of 160 charges) in 2012 to 119 (total of 534 charges) in 2017. Similarly, while possession offenses dropped, there was a 61% (464 to 745) increase in intent to distribute offenses, and manufacturing offenses increased 42% (467 to 661); and, [2]

WHEREAS, the Colorado Division of Criminal Justice reports the number of driver fatalities that test positive for any cannabinoid rose from 55 (11% of all fatalities) in 2013 to 139 (21% of all fatalities) in 2017; and, [2]

WHEREAS, the Colorado Division of Criminal Justice indicated the number of calls to poison control involving marijuana increased dramatically from a total of 44 in 2009 to 222 in 2017. Of significant note is that the 2017 data includes 64 calls for children 0-8 and 47 calls for youth 9-17; and, [2]

WHEREAS, the Colorado Division of Criminal Justice reports that in 2008, 61.6% of youth ages 10-17 admitted for treatment indicated their drug of choice was marijuana. In 2017, this rose to 71.8% for the same age group; and, [2]

WHEREAS, in 2015, the National Highway Traffic Safety Administration convened an expert panel from states including Arizona, California, Colorado, Montana, Oregon, Vermont and Washington to discuss lessons learned in the decriminalization of marijuana. Colorado indicated unanticipated expenses in connection to new laws including training Drug Recognition Experts (DREs) and Advanced Roadside Impaired Driving Enforcement (ARIDE) increased from \$50,000 to \$500,000 and that obtaining funding from recouped taxes and sales was not readily available. Vermont saw an increase in payment for lab

tests and a \$10,000 fee for forensic testimony for each DWI case; it also had a backlog of 250 DWI cases. Both Colorado and Washington had fewer funds available than anticipated to support the DWI system. Several states indicated the need for funding for public outreach and education due to public perception that "Pot is legal, so it must be safe."; and, [3]


WHEREAS, the Governor's budget expects to collect \$2.3 million in revenue and spend \$1.6 million in regulating medical marijuana, it does not take into consideration other possible fiscal impacts such as increased Emergency Department visits, costs/risks associated with driving under the influence and associated training costs of law enforcement, judges and prosecutors, increased court costs, or impact on the workforce. Furthermore, the proposal decriminalizes personal marijuana use but does not address the origin of this marijuana, likely increasing the potential use of public lands for illegal growth and sale on the black market; and,

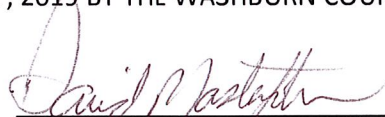
THEREFORE, BE IT RESOLVED, THE Washburn County Board of Supervisors and employees dedicated to the safety and well-being of our residents strongly opposes any legislation decriminalizing the use of marijuana; and,

THEREFORE, BE IT FURTHER RESOLVED, the Clerk shall forward this resolution to appropriate legislators and the Governor's Office.


FISCAL IMPACT: None

RECOMMENDED FOR ADOPTION THIS TH DAY OF JUNE , 2019 BY THE WASHBURN COUNTY EXECUTIVE COMMITTEE


Thomas Mackie, Board Chair


David Masterjohn, 1st Vice Chair

David Haessig, 2nd Vice Chair


David Wilson


Romaine Quinn

[1] National Academies of Sciences, Engineering, and Medicine. 2017. *The Health Effects of Cannabis and Cannabinoids: The Current State of Evidence and Recommendations for Research*. Washington, DC: The National Academies Press. <https://doi.org/10.17226/24625>

[2] Colorado Division of Criminal Justice, Department of Public Safety. 2018, June. Impacts of Marijuana Legalization in Colorado, A Report Pursuant to Senate Bill 13-283. Denver, Colorado: Colorado Division of Criminal Justice. https://cdpsdocs.state.co.us/ors/docs/reports/2018-SB13-283_Rpt.pdf

[3] National Highway Traffic Safety Administration, Governors Highway Safety Association, & the Volpe National Transportation Systems Center. (2017, June). *Impact of the legalization and decriminalization of marijuana on the DWI system: Highlights from the expert panel meeting* (Report No. DOT HS 812 430). Washington, DC: National Highway Traffic Safety Administration.

RESOLUTION # _____

**CREATING A NON-PARTISAN PROCEDURE FOR THE REPARATION OF
STATE LEGISLATIVE AND CONGRESSIONAL REDISTRICTING PLANS**

Executive Summary

Under the Wisconsin Constitution, the State Legislature is directed to reapportion legislative districts following the decennial federal census according to the number of inhabitants. The legislature also reapportions congressional districts at the same interval pursuant to federal law. Because state and federal legislative redistricting is controlled by the majority party at the time of the redistricting, legislative and congressional plans in Wisconsin have been subject to partisan influence that puts the desires of politicians ahead of the electoral prerogative of the people. This practice of redistricting by the majority party stifles political competition, discourages compromise, ensures continued control by the party in power, and lacks the transparency necessary to reinforce citizens' faith in the democratic process. This resolution asks the State Legislature to enact legislation before the start of the next redistricting process following the 2020 federal census to pass legislation that creates a fair, non-partisan procedure for the preparation of state legislative and congressional redistricting plans.

WHEREAS, the Executive Summary is hereby incorporated by reference into this resolution; and

WHEREAS, pursuant to Article IV, Section 3 of the Wisconsin Constitution, the Wisconsin Legislature is directed to reapportion state legislative districts according to the number of inhabitants at its next session following the decennial federal census; and

WHEREAS, because Wisconsin and federal legislative redistricting is controlled by the majority party at the time of the redistricting, legislative and congressional plans in Wisconsin have been subject to partisan influence that puts the desires of politicians ahead of the electoral prerogative of the people; and

WHEREAS, a panel of federal district court judges has ruled that the restricting that was done in Wisconsin in 2011 was unconstitutional; and

WHEREAS, legal costs in defense of the 2011 redistricting have already cost taxpayers in excess of \$2.1 million, with the litigation still ongoing; and

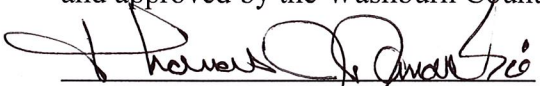
WHEREAS, redistricting to achieve partisan gains is improper by any political party.

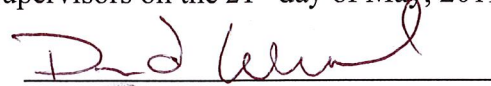
NOW, THEREFORE, BE IT RESOLVED, the Washburn County Board of Supervisors requests the State Legislature, before the start of the next redistricting process following the 2020 federal census, to pass legislation that creates a fair, nonpartisan procedure for the preparation of state legislative and congressional redistricting plans, that promotes more accountability and transparency, prohibits the consideration of voting patterns, party information, and incumbents' residence information or demographic information in drawing the maps, except as necessary to ensure minority participation as required by law; and

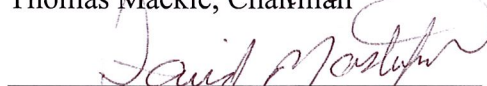
BE IT FURTHER RESOLVED that the Washburn County Clerk is directed to forward a copy of this resolution to Governor Tony Evers, the Wisconsin Counties Association and Washburn County's Legislative Representatives.

FISCAL IMPACT: Unknown

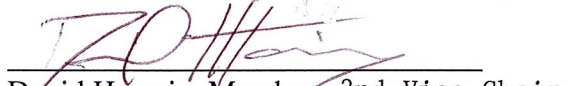
Recommended for adoption by the Washburn County Executive Committee this 15th day of May, 2019 and approved by the Washburn County Board of Supervisors on the 21st day of May, 2019.


Thomas Mackie, Chairman


Dave Wilson


David Masterjohn 1st Vice Chair


Romaine Quinn, Member


David Haessig, Member 2nd Vice Chair

DEVELOPER’S AGREEMENT

“STREET, SEWER AND WATER”

The CITY OF SHELL LAKE, a municipal corporation, with principal offices located at 501 – 1st Street, Shell Lake, WI, 54871 hereinafter called "CITY" and WASHBURN COUNTY, with principal offices located at 10 - 4th Avenue, Shell Lake, WI 54871 hereinafter called the "COUNTY" and Indianhead Medical Center Shell Lake, Inc., address of 113 - 4th Avenue, Shell Lake, WI 54871 hereinafter called the "HOSPITAL" jointly enter into the agreement as defined below.

WHEREAS, WASHBURN COUNTY is undertaking the Government Center Project, hereinafter called the CENTER and the HOSPITAL is undertaking a new hospital campus hereinafter called the CAMPUS and the City of Shell Lake has municipal utilities with responsibilities to maintain in and around county and hospital property, all in the City of Shell Lake, Wisconsin.

WHEREAS, such projects require the City to vacate right of ways and streets, and for the City to have access and to perform maintenance on City utilities. This agreement provides timelines, costs, materials definition and responsibilities of the parties for street, sewers and water. This agreement’s intent is to define and assign those duties and understandings.

WHEREAS, the CENTER and CAMPUS location is defined in the CSM as attached hereto as Exhibit D; and

WHEREAS, the parties set forth that the CENTER and CAMPUS plans will meet the zoning criteria as established in Shell Lake Municipal Code; and all state, federal and DNR laws and obligations.

WHEREAS, SHELL LAKE CITY COUNCIL, by resolution dated May 6, 2019, and WASHBURN COUNTY by resolution _____ on date May 21, 2019 at the County Board meeting, and the HOSPITAL by corporate resolution dated May 16, 2019 by its signature herein have approved the execution of this agreement in consideration of mutual promises and covenants contained herein and for other good and valuable consideration, the sufficiency hereby acknowledged, now, therefore the parties agree as follows:

SECTION 1. PARTIES BOUND

This Agreement shall be binding upon the CITY, COUNTY and HOSPITAL and its assigns.

A "Notice of Developer's Agreement" shall be recorded at the Register of Deeds Office, Washburn County, Wisconsin, which shall be legal notice of this agreement.

As of the date hereof, there are no lawsuits filed or pending, or to the knowledge of the parties, threatened against the City, Hospital or County that may in any way jeopardize the ability of the parties to perform their obligations outlined in this agreement.

SECTION 2. REQUIRED MUNICIPAL UTILITY IMPROVEMENTS

1. **SEWER LINES** The sewer/sanitation lines that are required to be rebuilt have been identified in the map and defined by color, this map is attached hereto and labeled as EXHIBIT A. The water lines that are required to be rebuilt have also been identified in the map and defined by color, this attached hereto and labeled as EXHIBIT A.
2. All parties agree to follow all Wisconsin Department of Natural Resources (hereinafter called WI DNR) requirements (Ch. 283, Wis. Stats., Ch. NR 151, NR 216, NR 110 and NR 811 WI Adm. Code) and City Municipal Code for erosion control and storm water discharge / runoff during construction and grading and implementation of the sewer and water lines.

SECTION 3. VACATION AND CONVEYANCE OF PROPERTY

Exhibits D, E & F

1. Parties have agreed to vacation as identified in EXHIBIT F which is attached herein.
2. EXHIBITS D and E reflect CSM's after vacation process and exchanges.

SECTION 4. SANITARY SEWER COSTS ALLOCATION OF COSTS – COST RESPONSIBILITY

Exhibit C

Parties have agreed to the following allocation of costs:

1. East of Second (2nd) Street to point of turning north: Total project costs including engineering to be divided 70% County 30% City.
2. From same point of turning north to Hospital site: Total project cost, including engineering to be divided 50% Hospital 50% County.
3. Segment in former Fourth (4th) Avenue: Total project cost, construction including engineering to be divided 50% Hospital 50% County.
4. First (1st) Street sanitary sewer within Easement C: Total project cost, including engineering to be divided 70% County 30% City.

5. Costs Include:
 - a. Labor costs associated with demolition of surface infrastructure.
 - b. Excavation of current sewer and water main.
 - c. Removal of existing water laterals and sewer.
 - d. Removal and materials for replacement of sewer main and also water main replacement if it is determined necessary.
 - e. Engineering costs.
 - f. Back-fill and preparation for future development of surface infrastructure.

SECTION 5. WATER MAIN ALLOCATION OF COSTS

Exhibit C

Parties have agreed to the following allocation of costs:

1. Water main within former First (1st) Street: (if needs to be replaced) Total project cost, including engineering 70% County 30% City.
2. No cost to City or County for water improvement (construction) within former Fourth (4th) Avenue. These improvements will be borne 100% by Hospital, as applicable, including disconnection from city mains and/or abandonment of the line if unused.
3. Bids
 - a. Washburn County will prepare bids and specifications under this contract.
 - b. Parties with an interest in a bid shall have input on specifications.
 - c. Prior to Washburn County acceptance of bids, parties with an interest will be apprised of proposed selection. Unless there is a reasonable and articulated basis for rejecting the bid communicated by a party with an interest in writing to the County within seven (7) calendar days, the County will award the bid. As to the City of Shell Lake, a bid relating to any costs or fees for which the City of Shell Lake would be responsible to pay under the terms of the agreement which exceeds twenty per cent (20%) of the estimates provided by SEH, Inc. in December, 2018 of approximately \$155,000.00 shall be deemed to be reasonable and articulated basis for rejection of the bid.
4. County will front costs of material projects and services for purposes of this agreement. County will seek reimbursement from City and Hospital by sending invoices to be paid within 30 days of receipt. All delinquent invoices are subject to interest of 1% per month (fraction of a month counts as a whole month) until paid, and in addition, may be subject to an additional penalty. The payment must be received by the treasurer within five (5) working days of the due date.

The address and current treasurer are:

Washburn County Treasurer
 Nicole M. Tims
 10 Fourth Avenue
 P.O. Box 340
 Shell Lake, WI 54871-0340

SECTION 6. EASEMENTS

Exhibit B

1. County agrees to grant the City a utility easement approximately 20 foot width (Easement A).
2. Hospital will own, operate and maintain the Fourth (4th) Avenue water pipe as a private lateral.
3. Hospital will grant the City a utility easement on the former Fourth (4th) Avenue for sanitary sewer of a 20 foot width. (Easement B).
4. County agrees to dedicate a sanitary sewer and water main easement to the City on the former First (1st) Street. City will own and maintain both sanitary sewer and water main. (Easement C). Width of water main is to be determined by contracted design engineer.

SECTION 7. REVIEW AND COMPLIANCE

1. The City agrees the County may continue to use the storm sewer connection located within the current Third (3rd) Avenue which serves the Health and Human Services parking lot area. County agrees, however that the City has review authority to approve the County's proposal in regard to use of this storm sewer. County bears all costs within County property if City's proposal is reasonable with its choice of materials, including grades and size. City bears all costs for improvements to Third (3rd) Avenue storm sewer (within City property) as may be needed.
2. The City has decision-making authority on the types of materials, grades and size for the municipal infrastructure outlined in this Agreement. However, parties agree the materials shall not be excessive in price or unreasonable in their grades and size.
3. The City will comply with Department of Natural Resources requirements to sign an owner approval letter authorizing County's administration of sewer and water construction.

4. The First (1st) Street water main will be investigated by the County/City contracted design engineer to determine if replacement is necessary based on the pipe material, age and condition of the existing pipes and their size and grade. The design engineer will provide a recommendation to the County and City for replacement of the water main. The City will have authority to decide if this replacement will occur.
5. City will perform final inspection and provide documentation of acceptance of municipal utilities to parties.
6. County and Hospital will provide a PDF record drawing file to City for changes to municipal utility infrastructure.

SECTION 8. PARKING ON THIRD (3rd)

The City of Shell Lake agrees to permit angle parking on the north side of Third (3rd) Avenue, and will plow said avenue within the public right-of-way. Washburn County will be responsible for striping of such angle parking.

SECTION 9. IMPROVEMENTS WITHIN VACATED STREET RIGHT OF WAYS AND ALLEYS (Except as outlined in Section 4)

The County and Hospital (as applicable) shall bear the costs to remove existing curb, pavement, sidewalks, etc. and construct and maintain their respective new private infrastructure.

Above and beyond asphalt restoration of the areas disturbed by the municipal sanitary sewer and water main improvements, the County and the Hospital are responsible for the demolition and removal of the existing surface infrastructure and for the re-development of their private driveways, parking, and other desired private infrastructure within the vacated street right-of ways of First (1st) Street and Fourth (4th) Avenue.

SECTION 10. HOSPITAL

The Hospital will provide security to the City and County in the form of Bond in the amount of financial responsibility for project completion. Once construction and payments of its responsibilities are complete, this security will be discharged.

SECTION 11. DELAYS

Whenever performance is required of any party hereunder, such party shall use all due diligence to perform and take all necessary measures in good faith to perform. If one party believes another party's delay or noncompliance is unreasonable, or is not acting in good faith to execute this contract. Another party shall provide notice of noncompliance and the noncompliant party has 30 days to comply or the inaction will be considered a material breach of contract. The provisions of this Section shall not operate to excuse any party from the prompt payment of any monies required by this Agreement.

SECTION 12. ASSIGNMENT

If the Hospital seeks to assign this Agreement, or its respective obligations hereunder, the County and City shall be provided with 30 days written notice of such assignment, and all parties must agree prior to any assignment.

SECTION 13. AMENDMENTS

The County, City and Hospital may only amend or modify this Agreement by written agreement duly authorized and signed by all parties.

SECTION 14. TIMES OF ESSENCE

Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

SECTION 15. HEADINGS

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

SECTION 16. NOTICES

Any notice required hereunder shall be given in writing, signed by the party giving notice via personal delivery to the parties' respective addresses as follows:

To the City: City of Shell Lake
 501 – 1st Street
 Shell Lake, WI, 54871
 Attention: City Administrator

To the County: Washburn County
 10 – 4th Avenue
 Shell Lake, WI 54871
 Attention: County Clerk

To the Hospital: Indianhead Medical Center Shell Lake, Inc.
 113 - 4th Avenue
 Shell Lake, WI 54871
 Attention: Hospital Administrator

SECTION 17. ENTIRE AGREEMENT

This document and all other documents and agreements expressly referred to herein contain the entire agreement between the City, County and Hospital with respect to the matters set forth herein.

SECTION 18. GOVERNING LAW – STATE OF WISCONSIN

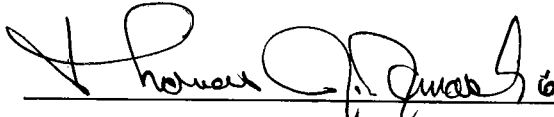
This Agreement shall be construed in accordance with the internal laws of the State of Wisconsin. Parties agree venue shall be Washburn County Circuit Court.

SECTION 19. COUNTERPARTS


This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

The Above Agreement is Accepted:

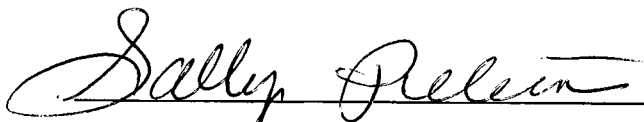
WASHBURN COUNTY

 Signature 5-13-19 Date
THOMAS J. MACKIE Print Name

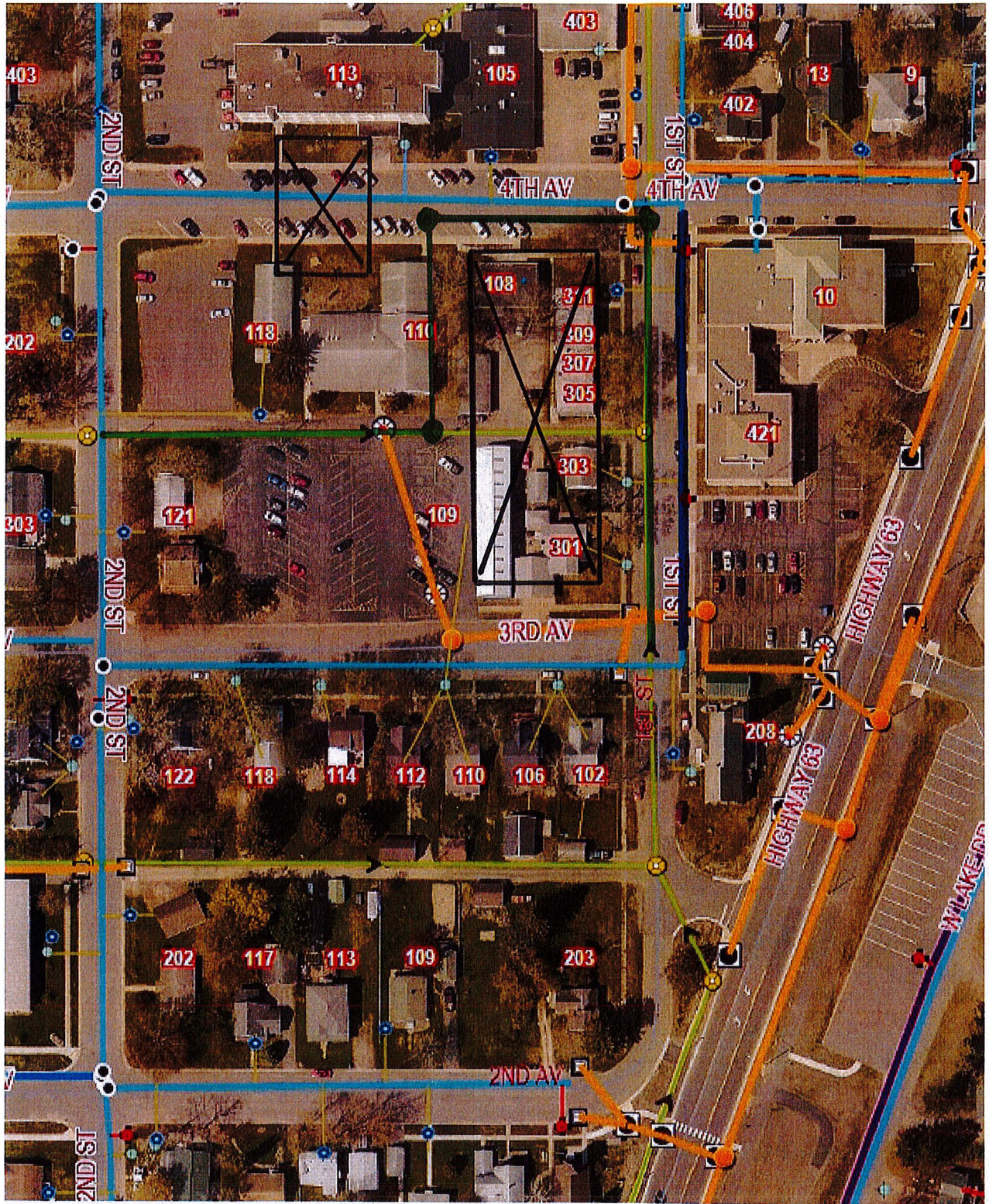
INDIANHEAD MEDICAL CENTER OF SHELL LAKE, INC.

 Signature 5-16-19 Date
Shannon Jack Print Name

CITY OF SHELL LAKE

 Signature 5-13-19 Date
SALLY PETERSON Print Name

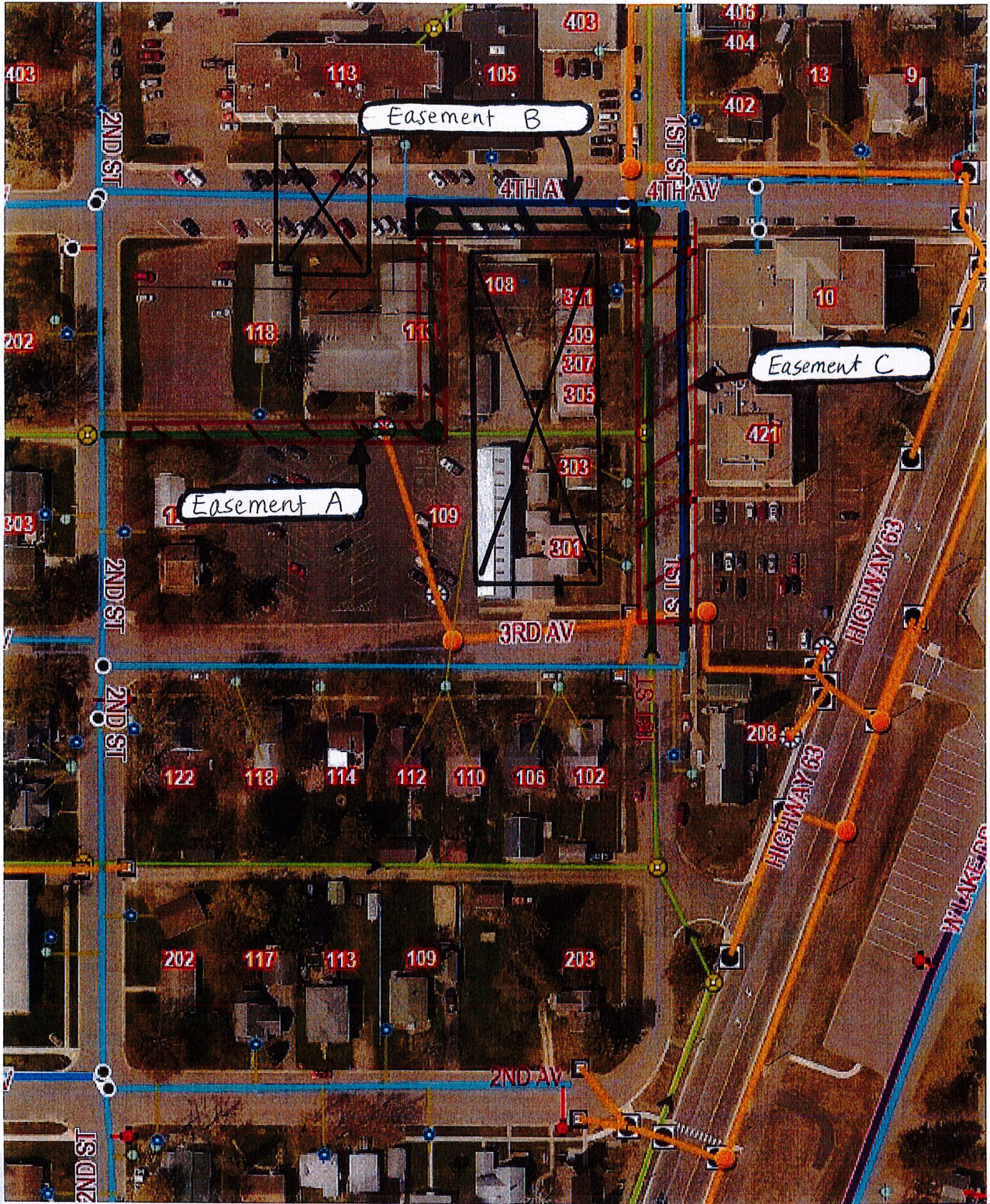
This Instrument was drafted by: Mary Ann Hook Swan, Washburn County Corporation Counsel and approved as to form by Kathryn E. zumBrunnen, attorney for the City of Shell Lake



MUNICIPAL UTILITY
IMPROVEMENTS

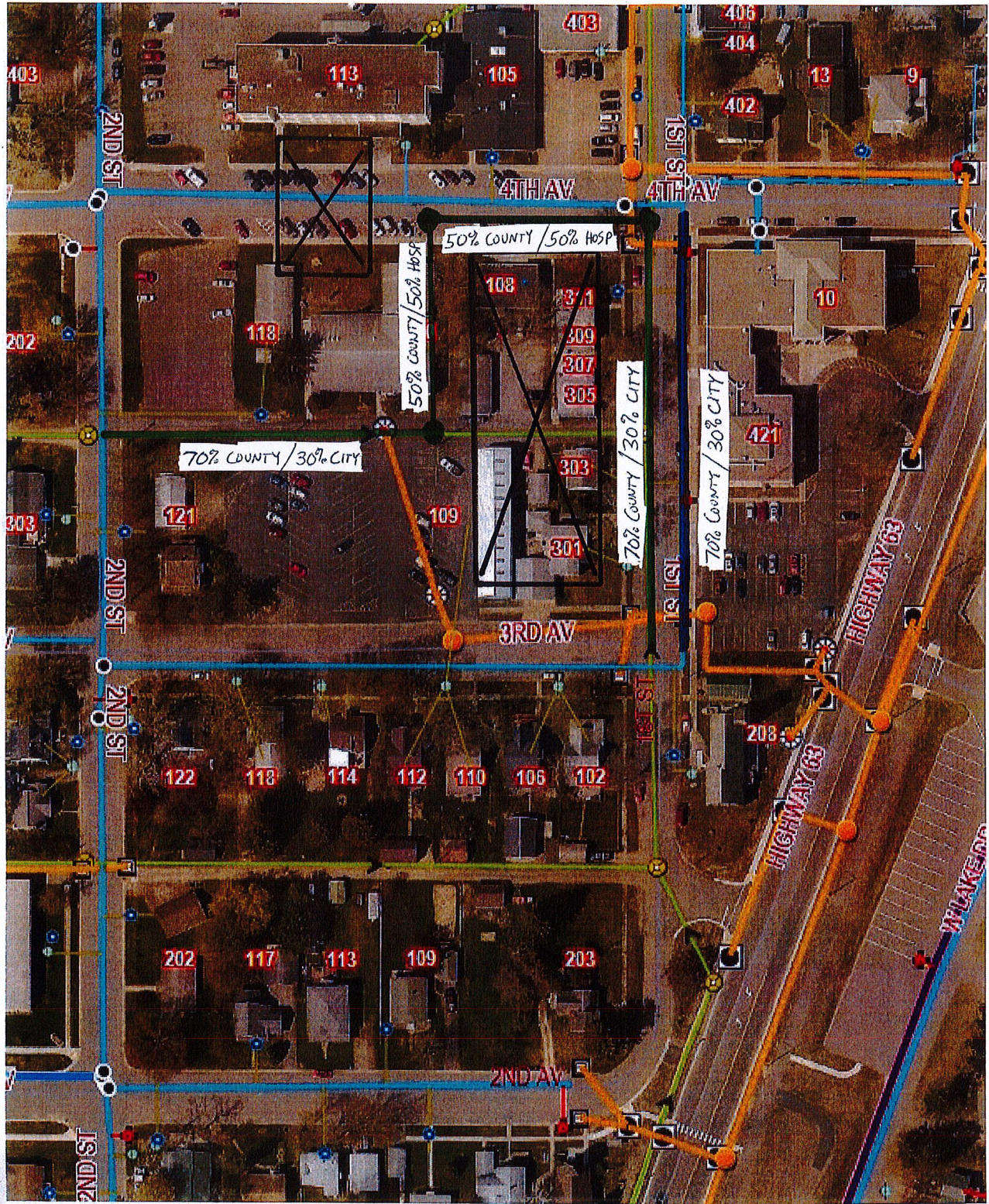
EXHIBIT A

PROPOSED SAN, SWR PROPOSED WATER



EASEMENT EXHIBIT

EXHIBIT B



COST ALLOCATION
EXHIBIT

EXHIBIT C

PROPOSED SAN. SWR PROPOSED WATER

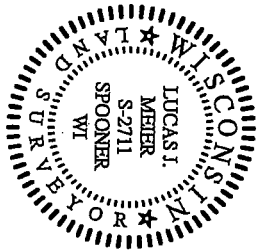


Preliminary

Approved by the City of Shell Lake By _____ Dated _____

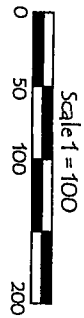
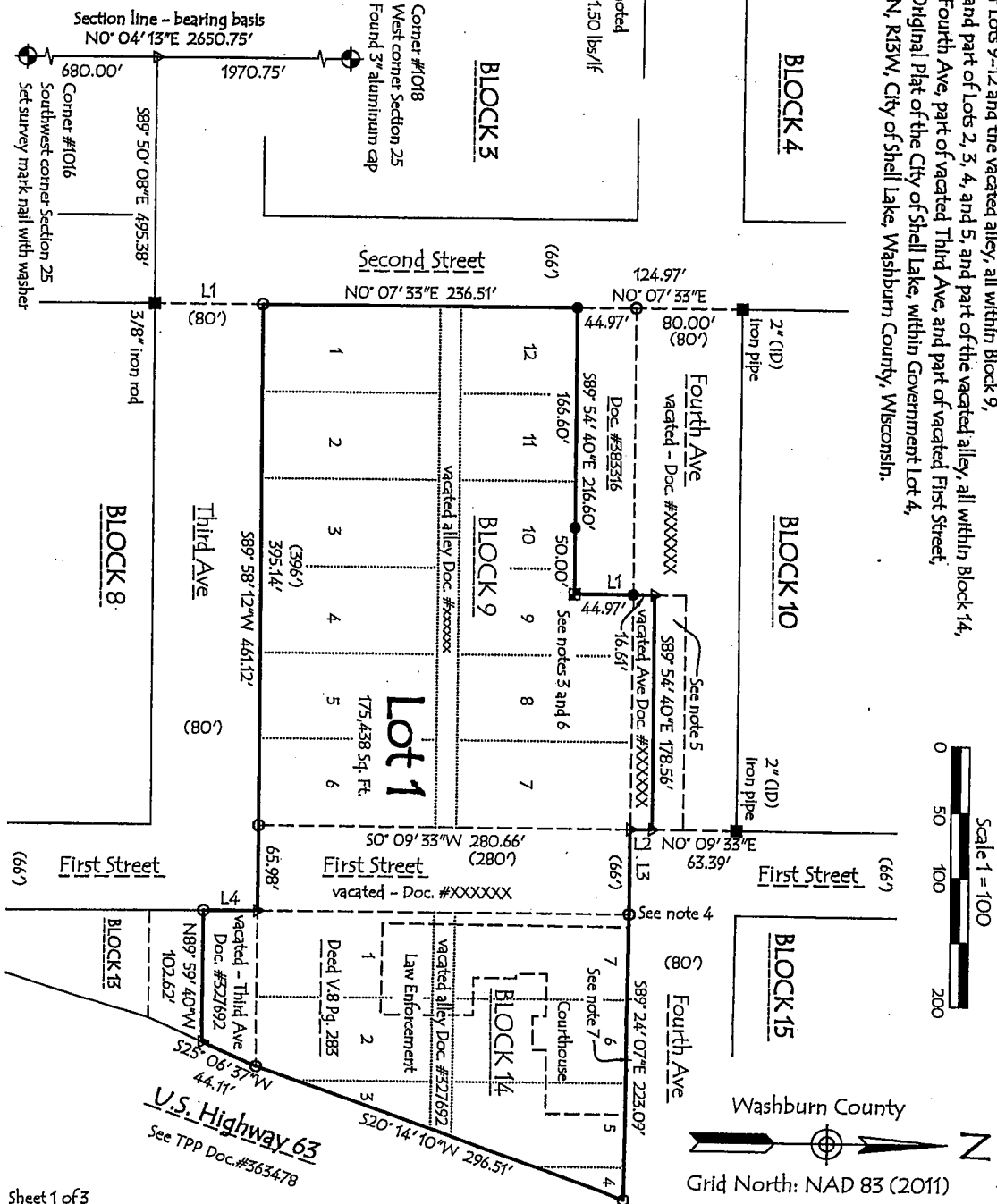
Certified Survey Map No. _____

this area reserved for the register of deeds



- Legend**
- Government monument as noted
 - ▲ Set mag nail
 - Computed position
 - Found 3/4" rebar with cap
 - Found monument as noted
 - (xx) Recorded as
- Line Table**
- | Line # | Direction | Length |
|--------|-------------|--------|
| L1 | N0°16'15"E | 61.58' |
| L2 | S0°09'35"W | 16.61' |
| L3 | S89°52'14"E | 65.92' |
| L4 | N0°08'47"E | 40.00' |

Lots 1-8, part of Lots 9-12 and the vacated alley, all within Block 9,
 Lots 1, 6, and 7 and part of Lots 2, 3, 4, and 5, and part of the vacated alley, all within Block 14,
 Part of vacated Fourth Ave, part of vacated Third Ave, and part of vacated First Street,
 All within the Original Plat of the City of Shell Lake, within Government Lot 4,
 Section 25, T38N, R13W, City of Shell Lake, Washburn County, Wisconsin.



Certified Survey Map No. _____

Lots 1-8, part of Lots 9-12, and the vacated alley, all within Block 9,
Lots 1, 6, and 7 and part of Lots 2, 3, 4, and 5, and part of the vacated alley, all within Block 14,
Part of vacated Fourth Ave, part of vacated Third Ave, and part of vacated First Street,
All within the Original Plat of the City of Shell Lake, Within Government Lot 4,
Section 25, T38N, R13W, City of Shell Lake, Washburn County, Wisconsin.

Surveyor's Certificate

I, Lucas J. Meier, a Wisconsin Professional Land Surveyor, hereby certify that I have surveyed and mapped;
Lots 1-8, part of Lots 9-12, and the vacated alley, all within Block 9,
Lots 1, 6, and 7 and part of Lots 2, 3, 4, and 5, and part of the vacated alley, all within Block 14,
Part of vacated Fourth Ave, part of vacated Third Ave, and part of vacated First Street,
All within the Original Plat of the City of Shell Lake, Within Government Lot 4, Section 25, T38N, R13W,
City of Shell Lake, Washburn County, Wisconsin, more particularly described as follows:
Commencing at the southwest corner of Section 25 being a survey mark nail with washer;
thence North 0° 04' 13" East along the west line of section 25, 680.00 feet to a mag nail;
thence South 89° 50' 08" East 495.38 feet to a 3/8 inch iron rod being the northwest corner of Block 8 of the Original Plat of the
City of Shell Lake;
thence North 0° 07' 33" East 80.00 feet to a 3/4" rebar being the southwest corner of Block 9 and the point of beginning;
thence North 0° 07' 33" East along the west line of Block 9, 236.51 feet to a 3/4" rebar;
thence South 89° 54' 40" East 216.60 feet;
thence North 0° 16' 15" East 61.58 feet to a mag nail;
thence South 89° 54' 40" East 178.56 feet to a mag nail;
thence South 0° 09' 33" West 16.61 feet to a mag nail in a sidewalk being the northeast corner of Block 9;
thence South 89° 52' 14" East 65.92 feet to a point 0.08 feet westerly of a 3/4" rebar;
thence South 89° 24' 07" East 223.09 feet to a 3/4" rebar;
thence South 20° 14' 10" West 296.51 feet to a 3/4" rebar;
thence South 25° 06' 37" West 44.11 feet to a mag nail in a concrete drain structure;
thence North 89° 59' 40" West 102.62 feet to a 3/4" rebar;
thence North 0° 08' 47" East 40.00 feet to a mag nail;
thence South 89° 58' 12" West 461.12 feet back to the point of beginning.
Said parcel containing 175,438 sq. ft. 4.03 acres.

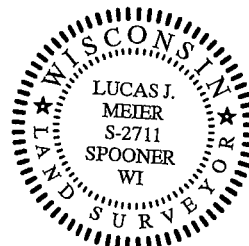
That I have made this survey and map at the direction of the Washburn County Administrative Coordinator - Lolita Olson, and
Facility Operations Manager - Francis "Kiko" Murphy, and that such map is a correct representation of the exterior boundaries of the
land surveyed. That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the subdivision
regulations of the City of Shell Lake to the best of my knowledge and belief.

Washburn County Surveyor
P.O. Box 639, 10 4th Ave,
Shell Lake, WI 54871
715-468-4791

Field work completed on XX/XX/2019.

Lucas J. Meier PLS 2711

Date



Certified Survey Map No. _____

Lots 1-8, part of Lots 9-12, and the vacated alley, all within Block 9,
 Lots 1, 6, and 7 and part of Lots 2, 3, 4, and 5, and part of the vacated alley, all within Block 14,
 Part of vacated Fourth Ave, part of vacated Third Ave, and part of vacated First Street,
 All within the Original Plat of the City of Shell Lake, Within Government Lot 4,
 Section 25, T38N, R13W, City of Shell Lake, Washburn County, Wisconsin.

Surveyor's Notes

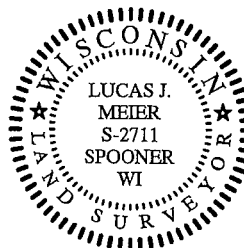
- 1) The intent of this survey is to define lands owned by Washburn County within Block 9 and Block 14 along with all adjacent alley and street vacations that have reverted to and were retained by Washburn County and to combine them into one parcel.
- 2) See Map of Survey filed as Y526 and Certified Survey Map #4058 being Doc. #383343, recorded in Volume 20, Page 59.
- 3) Multiple structures exist within the former Block 9. All are scheduled to be razed in 2019-2020 to accommodate new construction so they were not shown on this map.
- 4) The former NW corner of Block 14 falls at the edge a sidewalk and 0.08' west of the rebar that was set as a reference.
- 5) After Fourth Ave was vacated / discontinued, Washburn County conveyed this portion to Indianhead Medical Center.
- 6) A Department of Administration - Plat Review monument waiver is on file.
- 7) The Courthouse extends 9.9 feet onto Fourth Ave and is shown in greater detail on Map of Survey filed as Y526.

Documents:

Shell Lake Lumber Company to Washburn County	recorded 1889	Volume 8 Page 283	Deed
Lampert Yards to Washburn County	recorded 1981	Volume 219 Page 218	Warranty Deed
Mildred E. Trumbower to Washburn County	recorded 1983	Volume 230 Page 661	Warranty Deed
Fairview Community Hospital to Washburn County	recorded 1984	Volume 237 Page 575	Warranty Deed
Richard P. Wright and Harlene C. Wright to Washburn County	recorded 2018	Doc. #383154	Warranty Deed
Steven C. Lutz to Washburn County	recorded 2018	Doc. #383155	Warranty Deed
Prohaska Brothers LLC to Washburn County	recorded 2018	Doc. #383156	Warranty Deed
Prohaska Brothers LLC to Washburn County	recorded 2018	Doc. #383157	Warranty Deed
Valdemar E. Jensen and Theresa K. Jensen to Washburn County	recorded 2018	Doc. #383350	Warranty Deed
Washburn County to Indianhead Medical Center	recorded 2018	Doc. #383316	Warranty Deed
Alley vacation / discontinuance	City of Shell Lake Resolution #xxxxxxx dated xx/xx/xxxx		
City of Shell Lake (alley) to Washburn County	recorded 2019	Doc. #xxxxxx	
Washburn County to City of Shell Lake	recorded 2019	Doc. #xxxxxx	Utility Easement
Fourth Ave vacation / discontinuance	City of Shell Lake Resolution #xxxxxxx dated xx/xx/xxxx		
City of Shell Lake (alley) to Washburn County	recorded 2019	Doc. #xxxxxx	
Washburn County to Indianhead Medical Center	recorded 2019	Doc. #xxxxxx	
First Street vacation / discontinuance	City of Shell Lake Resolution #xxxxxxx dated xx/xx/xxxx		
City of Shell Lake (alley) to Washburn County	recorded 2019	Doc. #xxxxxx	

Lucas J. Meier PLS 2711

Date





DOC # 383343

October 18, 2018 10:18 AM

WASHBURN COUNTY

RENEE M. BELL

REGISTER OF DEEDS

SHELL LAKE WI 54871

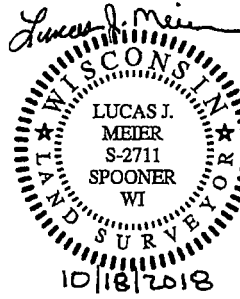
Fee Amount: \$30.00

Total Pages: 2

Approved by the City of Shell Lake By: [Signature] Dated: 10/18/18

Certified Survey Map No. 4058

Lots 7, 8 and 9, Block 3, Original Plat of the City of Shell Lake,
Within Government Lot 4, Section 25, Township 38 North,
Range 13 West, City of Shell Lake, Washburn County, Wisconsin.

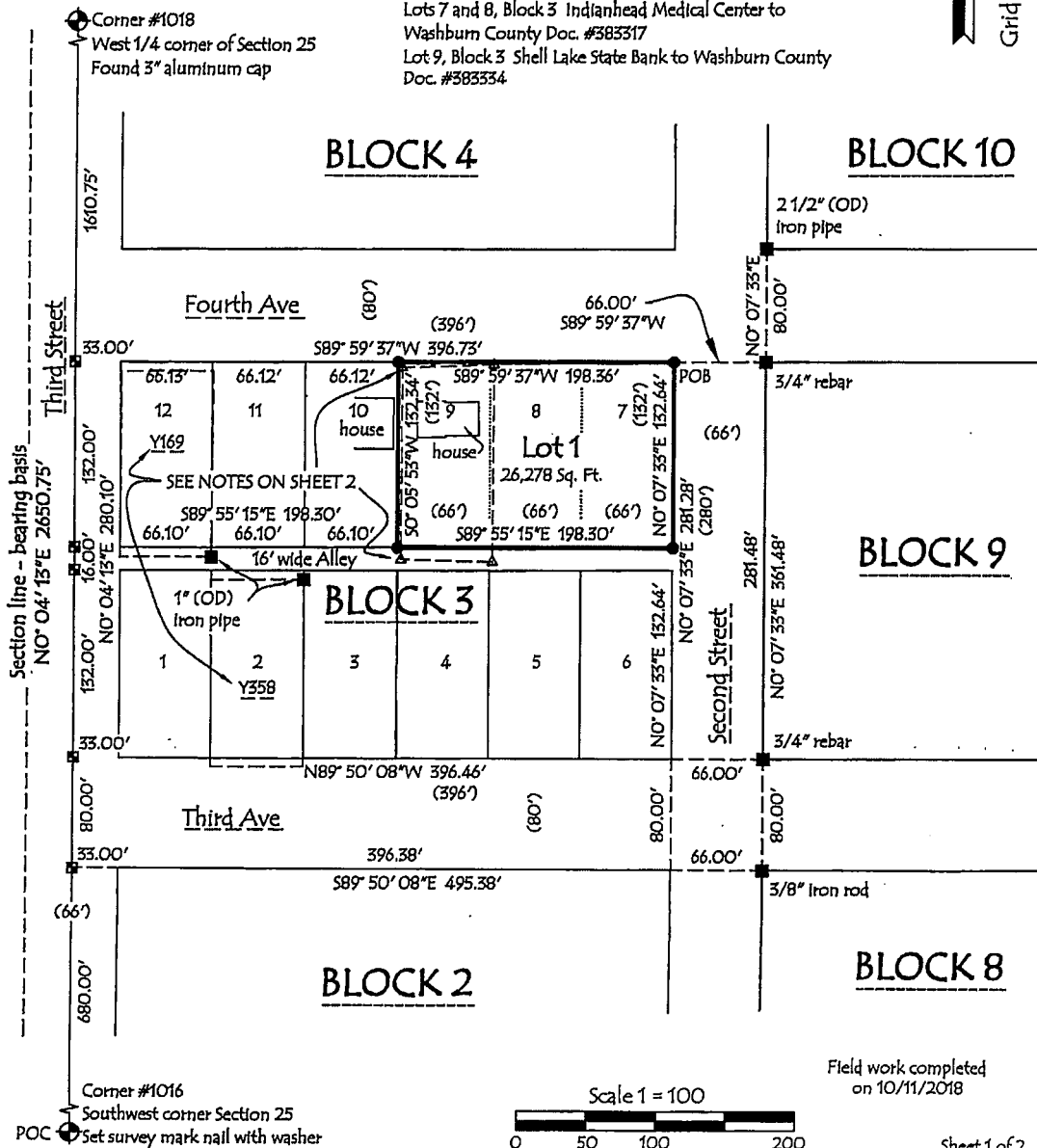


LEGEND

- Government monument as noted
- Set 3/4" x 24" rebar with cap 1.50 lbs/lf
- Set 1 1/4" long mag nail
- Found angle iron / bed rail - See notes
- Found monument as noted
- (xxx) Recorded as



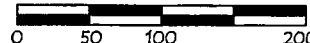
Documents:
 Lots 7 and 8, Block 3 Indianhead Medical Center to Washburn County Doc. #383317
 Lot 9, Block 3 Shell Lake State Bank to Washburn County Doc. #383334



Volume 20 Page 59.

Field work completed on 10/11/2018

Scale 1 = 100



Certified Survey Map No. 4058

Lots 7, 8 and 9, Block 3, Original Plat of the City of Shell Lake, Within Government Lot 4, Section 25, Township 38 North, Range 13 West, City of Shell Lake, Washburn County, Wisconsin.

Surveyor's Certificate

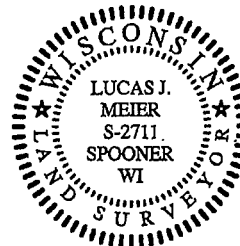
I, Lucas J. Meier, a Wisconsin Professional Land Surveyor, hereby certify that I have surveyed and mapped Lots 7, 8, and 9, Block 3, Original Plat of the City of Shell Lake, within Government Lot 4, Section 25, Township 38 North, Range 13 West, City of Shell Lake, Washburn County, Wisconsin, and more particularly described as follows:

Commencing at the southwest corner of Section 25 being a survey mark nail with washer; thence North 0° 04' 13" East along the west line of section 25, 680.00 feet to a mag nail; thence South 89° 50' 08" East 495.38 feet to a 3/8 Inch Iron rod being the northwest corner of Block 8 of the Original Plat of the City of Shell Lake; thence North 0° 07' 33" East 361.48 feet to 3/4" rebar being the northwest corner of Block 9; thence South 89° 59' 37" West 66.00 feet to a 3/4" rebar being the northeast corner of Lot 7, Block 3 and the point of beginning; thence South 89° 59' 37" West 198.36 feet to a 3/4" rebar being the northwest corner of Lot 9, Block 3; thence South 0° 05' 53" West 132.34 feet to a 3/4" rebar being the southwest corner of said Lot 9; thence South 89° 55' 15" East 198.30 feet to a 3/4" rebar being the southeast corner of said Lot 7; thence North 0° 07' 33" East 132.64 feet back to the point of beginning. Said parcel containing 26,278 sq. ft. 0.60 acres.

That I have made this survey and map at the direction of the Washburn County Administrative Coordinator - Lolita Olson, and Facility Operations Manager - Francis "Kiko" Murphy, and that such map is a correct representation of the exterior boundaries of the land surveyed and the division thereof. That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the subdivision regulations of the City of Shell Lake to the best of my knowledge and belief.

Washburn County Surveyor
P.O. Box 639, 10 4th Ave,
Shell Lake, WI 54871
715-468-4791

Lucas J. Meier 10/18/2018
Lucas J. Meier PLS 2711 Date



Volume 20 Page 59

Surveyor's Notes

See Map of Survey filed as Y525.

The intent of this survey is to define the boundary of Lots 7, 8, and 9, Block 3 and to combine them into one lot.

An uninhabited house exists on Lot 9, Block 3, on this Certified Survey Map (CSM). It will be razed in 2018.

The Original Plat of the City of Shell Lake abuts the west and south lines of section 25 with numbered "Streets" running north and south labeled as 66 feet wide and numbered "Avenues" running east and west labeled as 80 feet wide. Along the west side of the plat, that portion or "half" of what is labeled Third Street is also labeled as 33 feet wide following the convention of 66 feet wide streets north and south. Along the south side of the plat, that portion or "half" of what is now called First Avenue is not labeled with a road name and no width was listed. This "half" of First Avenue scales to be 40 feet in width and would match the convention of streets east and west as being 80 feet wide. Nearly all the east and west oriented infrastructure between First Avenue and Seventh Avenue (and surveys within Blocks 8 through 16) would indicate that the north "half" of First Avenue should be 40 feet. The only clear exception to this is Block 3 which has a significant deflection when looking west from the alley within Block 9. I assume this alley and the edges of the streets bordering Block 3 have migrated over time to reflect a certain survey by W. Hoar dated May 15th (1946) for Harold Kahn, being Lot 9 Block 3 found in Hoar's field book #5, pages 74 and 75. His survey reads, "Set NE Corner of Block 3. Lined East Block Line. Measured Over 132' Set NE Cor Lot 9. Set 4 Lot Corners, Lot 140' deep East line, 138' deep West line. Street does not run at right angles." I located Hoar's angle iron bed rails as shown on sheet 1 of this CSM. From the northwest corner of Lot 1 of this CSM, an angle iron lies S35°24'43"E 4.65 feet with an additional angle iron lying N88°13'17"E 66.18 feet from the previously described angle iron. From the southwest corner of Lot 1 of this CSM, an angle iron lies S16°34'15"E 8.63 feet with an additional angle iron lying S88°34'55"E 65.83 feet from the previously described angle iron. Multiple survey's have been done within Blocks 1 through 4 assuming and basing their survey on the first call northerly from the southwest corner of section 25 as being 33 feet instead of 40 feet. Lyle Elliott on Certified Survey Map #1924, shows that part of First Street within the Original Plat of the City of Shell Lake to be 40 feet in width and the south part of First Street within Ridgeway Addition to the Village of Shell Lake (south of the Original Plat) to be 33 feet with a total street width of 73 feet. I believe this to be the correct interpretation of the Original Plat. CSM #540, map filed as Y-169 and map filed as Y-358 all use an incorrect "record distance" from the section corner running north as the basis for their survey. Although I would like to honor the surveys that were subsequent to the plat and supposedly dependent surveys, they create problems that cannot be resolved. From the southwest corner of Lot 1, a 1" (OD) iron pipe lies S87°17'31"W 132.56 feet being the southeast corner of a survey filed as Y169 and another 1" (OD) iron pipe lies S71°30'19"W 70.02 feet being the northeast corner of a survey filed as Y358.

NOTICE IS HEREBY GIVEN

On the 8th day of April, 2019, at 6:30 pm in the Council Chambers of the City of Shell Lake, 501 1st Avenue, Shell Lake, Wisconsin 54871. The City Council will hold a public hearing on and act on the following resolution.

RESOLUTION #2-2019

RESOLUTION TO DISCONTINUE AND VACATE THE STREETS AND ALLEY RELATED TO THE WASHBURN COUNTY HEALTH & HUMAN SERVICE/INDIANHEAD MEDICAL CENTER PROJECT

WHEREAS the Common Council of the City of Shell Lake has determined that the public interest requires that certain streets and an alley in the City of Shell Lake be vacated and discontinued, pursuant to Section 66.1003 of the Wisconsin Statutes,

THEREFORE BE IT RESOLVED that a hearing on a resolution to discontinue and vacate the streets and alley described in the attached Exhibit A be set, and that Notice of such hearing be provided as required by Wisconsin Statutes.

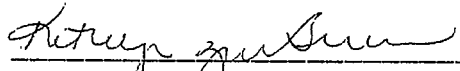
Dated: February 11, 2019

Renneth Schuttz
City Council President

[Signature]
City Administrator

EXHIBIT A

1. That portion of Fourth Avenue lying between Lots 1 through 6 inclusive of Block 10 of the Original Plat of the Village (now City) of Shell Lake, Wisconsin and Lots 7 through 12 inclusive of Block 9, Original Plat of the Village (now City) of Shell Lake, Wisconsin; and
2. The alley lying between Lots 1 through 6 inclusive of Block 9, Original Plat of the Village (now City) of Shell Lake, Wisconsin and Lots 7 through 12 inclusive of Block 9 of the Original Plat of the Village (now City) of Shell Lake, Wisconsin; and
3. That portion of First Street lying between Block 9 and Block 14 of the Village (now City) of Shell Lake, Wisconsin;



Kathryn zumBrunnen
Attorney for the City of Shell Lake
P O Box 96
Shell Lake WI 54871
(715) 635-3174
State Bar No: 1016913

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING WASHBURN COUNTY TO BECOME A MEMBER OF
THE WISCONSIN PACE COMMISSION AND TO AUTHORIZE THE EXECUTION OF
THE COMMISSION AGREEMENT**

WHEREAS, pursuant to Wis. Stat. § 66.0301, two or more municipalities of the State of Wisconsin, may by contract create a commission for the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Washburn County is a “municipality” as that term is defined in Wis. Stat. § 66.0301 and a political subdivision located in the State; and

WHEREAS, Washburn County is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare, which may be accomplished by various means; and

WHEREAS, Wis. Stat. § 66.0627(8) authorizes a city, a village, a town and a county in this State to, among other things, make a loan to or otherwise arrange, participate in or facilitate the financing of an energy improvement, a water efficiency improvement or a renewable resource application to a real property within its jurisdiction and to provide for such financing through the imposition of a special charge against the property benefitted by the energy or water efficiency improvement or renewable resource project; and

WHEREAS, such financings are commonly referred to as “Property Assessed Clean Energy” or “PACE” financings; and

WHEREAS, Washburn County has determined that it is in the public interest to provide real property owners, lessees, lenders and other transaction parties in Washburn County with access to a uniformly-administered program for PACE financing; and

WHEREAS, In 2016, Dunn, Eau Claire, and La Crosse counties, with the support and counsel of the Wisconsin Counties Association, League of Wisconsin Municipalities, Green Tier Legacy Communities and other stakeholders created a commission pursuant to Wis. Stat. § 66.0301 to be known as the Wisconsin PACE Commission (“Commission”); and

WHEREAS, the Commission was created and operates in accordance with a Joint Exercise of Powers Agreement Relating to Wisconsin PACE Commission (“Commission Agreement”) which is attached to this resolution; and

WHEREAS, since 2016, the Commission has grown to 27 members, including the counties of Brown, Dane, Kenosha, Ozaukee, Racine, and Washington; and

WHEREAS, it is in Washburn County’s best interests to join the Wisconsin PACE Commission and authorize the execution of the Commission Agreement; and

WHEREAS, in accordance with Wis. Stat. § 66.0627 and the provisions of the Commission Agreement, Washburn County must adopt an Ordinance relating to the administration of PACE financings in Washburn County and throughout the State (“PACE Ordinance”); and

WHEREAS, attached to this Resolution is the proposed PACE Ordinance, which will be considered at the same meeting at which this Resolution is being considered; and

WHEREAS, adoption of the PACE Ordinance is a necessary condition to Washburn County entering into the Commission Agreement; and

WHEREAS, it is the intent of this Resolution to authorize Washburn County to become a member of the Commission and authorize a duly-appointed representative of Washburn County to finalize and execute the final Commission Agreement Commission Agreement attached to this Resolution;

SO, NOW, THEREFORE, BE IT RESOLVED:

That the Washburn County Board of Supervisors hereby approves the draft Commission Agreement, a copy of which is attached to this Resolution, and authorizes and directs the Washburn County Board Chair to sign such document after receipt of approval from the Washburn County official duly-appointed to approve the final form of the Commission Agreement and approval of the Washburn County Corporation Counsel; and

BE IT FURTHER RESOLVED:

That the Chair of the Washburn County Board of Supervisors is hereby directed to appoint a board supervisor to act as Washburn County’s official representative in relation to the final approval of the form of the Commission Agreement and to otherwise take all action necessary to effectuate the intent of this Resolution; and

AND BE IT FINALLY RESOLVED:

That _____ is designated as the Washburn County “Representative Director” of the Board of Directors of the Commission in accordance with the Commission Agreement, he or she to serve at the pleasure of the Washburn County Board of Supervisors

NO FISCAL IMPACT

All of which is respectfully submitted this 21st day of May, 2019 by the Washburn County Board of Supervisors.

Tom Mackie, Washburn County Board Chair

JOINT EXERCISE OF POWERS AGREEMENT

relating to

WISCONSIN PACE COMMISSION

a Joint Powers Commission under Section 66.0301 of the Wisconsin Statutes

THIS AGREEMENT (“*Agreement*”), dated as of _____, 2016 among the parties hereto (all such parties, except those which have withdrawn as provided herein, being referred to as the “*Members*” and those parties initially executing this Agreement being referred to as the “*Initial Members*”):

WITNESSETH

WHEREAS, pursuant to Section 66.0301 of the Wisconsin Statutes (as in effect as of the date hereof and as the same may from time to time be amended or supplemented, the “*Joint Powers Law*”), two or more municipalities of the State of Wisconsin (the “*State*”), may by contract create a commission for the joint exercise of any power or duty required or authorized by law; and

WHEREAS, each of the Members is a “municipality” as that term is defined in the Joint Powers Law and a political subdivision located in the State; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare, which may be accomplished by various means; and

WHEREAS, Section 66.0627(8) of the Wisconsin Statutes (as the same may from time to time be amended or supplemented, the “*PACE Statute*”) authorizes a city, a village, a town (a “*Municipality*”) or a county (a “*County*”) in this State to, among other things, make a loan to or otherwise arrange, participate in or facilitate the financing of an energy efficiency improvement, a water efficiency improvement or a renewable resource application to a real property within its jurisdiction and to provide for such financing through the imposition of a special charge against the property benefitted by the energy or water efficiency improvement or renewable resource project; and

WHEREAS, such financings are commonly referred to as “Property Assessed Clean Energy” or “PACE” financings; and

WHEREAS, the Members have determined that it is in the public interest to provide real property owners, lessees, lenders and other transaction parties (collectively, “*Participants*”) in their respective jurisdictions with access to a uniformly-administered program for PACE financing; and

WHEREAS, each Member has authorized entering into this Agreement by its governing body.

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Creation. Pursuant to the Joint Powers Law, there is hereby created a commission to be known as the “**Wisconsin PACE Commission**” (the “*Commission*”).

Section 2. Purpose. This Agreement is a contract entered into pursuant to the provisions of the Joint Powers Law. The purpose of this Agreement is to establish a joint powers commission for the joint exercise of any power or duty of the Members under applicable law. In particular, the purpose of the Commission is to adopt, implement and administer a uniform program for the qualification for, and approval, granting, administration and collection of, PACE loans (the “*PACE Program*”). Such purposes shall be accomplished in the manner provided in this Agreement.

Section 3. Effectiveness; Term. This Agreement shall become effective and be in full force and effect and a legal, valid and binding agreement of each of the Members on the date that the Board shall have received from at least two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof. This Agreement shall continue in full force and effect until such time as it is terminated by written instrument executed by all of the Members.

Section 4. Powers. The Commission shall have the power, in its own name, to exercise any powers or duties of the Members required or authorized by law and to exercise all additional powers given to a joint powers commission under any law, including, but not limited to, the Joint Powers Law, for any purpose authorized under this Agreement. Such powers shall include the power to make loans or otherwise arrange, participate in or facilitate the financing of energy or water efficiency improvement projects or renewable resource applications as provided in the PACE Statute including, without limitation, the exercise of the power and authority, without further action by the Member, to impose special charges pursuant to the PACE Statute on real property within the Members’ jurisdictions. The Commission is hereby authorized to do all acts necessary or convenient for the exercise of such power and authority, including, but not limited to, any or all of the following: (i) to make and enter into contracts; (ii) to employ agents and employees; (iii) to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works, improvements, equipment or furnishings; (iv) to acquire, hold or dispose of property wherever located; (v) to incur debts, liabilities or obligations; (vi) to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations or any governmental entity; (vii) to sue and be sued in its own name; (viii) to make grants to governmental and nonprofit organizations to accomplish any of its purposes; (ix) to establish and collect fees; and (x) generally to do any and all things necessary or convenient to accomplish its purposes.

Section 5. Contractors and Subcontractors. The Commission may enter into a contract with a third-party contractor for the provision of services related to the PACE Program. Such contractor shall be a nonstock corporation organized under Ch. 181 of the Wisconsin Statutes with its principal place of business located in the State of Wisconsin. The participant fee schedule established by the Board (as defined below) shall make provision for reasonable compensation and payment of the expenses of such contractor as may be set forth in the contract. A contractor may subcontract for any of its services to the extent permitted by the contract. The Board is also authorized to hire counsel or other consultants or advisers as it deems necessary in carrying out his functions.

Section 6. Members' Obligations. Each Member by its execution hereof acknowledges and agrees that it shall do all things necessary and appropriate in respect of the collection of special charges (or installments thereof), the certification of special charges on the tax rolls, the remittance of special charges collected as directed by the Commission and otherwise as such Member would perform in connection with special charges imposed by it on real property within its jurisdiction; and further shall cooperate with the Commission in respect of the enforcement of the liens of special charges on such properties.

Section 7. Governance; Administration

(a) Board of Directors. The Commission shall be governed by a Board of Directors (the "*Board*"). The Board shall oversee all functions of the Commission under this Agreement and, as such, shall be vested with the powers set forth herein, shall administer this Agreement in accordance with the purposes and functions provided herein and shall otherwise exercise all powers set forth in the Joint Powers Law on the Commission's behalf.

(b) Classes of Directors. The Board shall be divided into two classes known as the "Representative Director Class" and the "Nominee Director Class" consisting of the number of members (each a "*Director*") serving for the terms as provided in this Section 7. In this Agreement, the term "Board" shall mean the entire Board (comprising all Representative Directors and Nominee Directors) and the term "Director" shall be used to refer generally to either a Representative Director or a Nominee Director).

(1) *Representative Directors.* The number of Representative Directors shall correspond to the number of Members of the Commission from time to time. Each Member of the Commission shall designate, by name or *ex officio*, one public official to serve as its representative on the Board. The term "public official" means an individual who holds a local public office, as that term is defined in Section 19.42(7w) of the Wisconsin Statutes, for the Member of the Commission designating him or her as its Representative Director. Each Representative Director shall serve at the pleasure of the Member designating him or her to such position; *provided*, that a Representative Director shall be deemed to have resigned upon withdrawal from the Commission of the Member designating him or her to such position. A majority of the Directors shall at all times be Representative Directors ex-

cept that such requirement shall not apply until the Commission has at least four (4) Members.

(2) *Nominee Directors.*

(i) The number of Nominee Directors shall initially be three (3), nominated one each by the Wisconsin Counties Association, the League of Wisconsin Municipalities and the Green Tier Legacy Communities (the “*Supporting Organizations*”). Thereafter, so as to insure that at all times Representative Directors comprise a majority of the Board, at such time as the Commission has at least seven (7) Members, the number of Nominee Directors shall be increased to six (6) and at such time as the Commission has at least ten (10) Members, the number of Nominee Directors shall be increased to nine (9), in each case with the additional directors nominated by the Sponsoring Organizations as provided above.

(ii) Nominee Directors may but need not be public officials.

(iii) Each Nominee Director shall serve for an initial term expiring at the first annual Board meeting held after December 31, 2016. The successors to such Nominee Directors shall be selected by majority vote of the entire Board consistent with a nomination process to be established by the Board. Thereafter, Nominee Directors shall serve staggered three (3) year terms expiring at the Annual Board Meeting in every third year or until their respective successors are appointed. Any appointment to fill an unexpired term, however, shall be for the remainder of such unexpired term. The term of office specified herein shall be applicable unless the term of office of a Nominee Director is terminated as hereinafter provided, and provided that the term of any Nominee Director shall not expire until a successor thereto has been appointed as provided herein.

(iv) The number of Nominee Directors may be increased or decreased by resolution adopted by the Board from time to time, *provided*, that any decrease in the number of Nominee Directors shall not decrease the term of any current director at the time of such decrease.

(v) A Nominee Director may be removed and replaced at any time by a majority vote of the Board.

(3) *Executive Committee.* The Board shall by resolution create an Executive Committee which shall be charged with carrying out the supervisory functions of the Board in such manner as the Board so directs. A majority of the members of the Executive Committee shall be Representative Directors.

(4) *Expenses.* Directors shall be entitled to reimbursement for any actual and necessary expenses incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose. The Board may establish a per diem and/or expense reimbursement policy by resolution.

(c) Meetings of the Board.

(1) *Meetings Generally.* All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Wisconsin Open Meetings Law, Wis. Stat. § 19.81 *et seq.* (the “*Open Meetings Law*”). To the extent permitted by the Open Meetings Law, Board meetings may be held by telephone conference or other remote access technology as approved by the Board. A director shall be “present” at any regular or special meeting if he or she participates in person or telephone conference or other remote access technology as approved by the Board.

(2) *Proxy Voting.* Directors may not vote by proxy.

(3) *Regular Meetings.* The Board shall from time to time establish a schedule for its regular meetings; *provided, however,* it shall hold at least one regular meeting each year. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the Board.

(4) *Special Meetings.* Special meetings of the Board may be called in accordance with the provisions of the Open Meetings Law. The date, hour and place of the holding of special meetings shall be fixed by resolution of the Board

(5) *Minutes.* The Secretary of the Commission shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(6) *Quorum and Voting, Generally.* Except as provided in Sub. 6, below: (i) a majority of the Directors shall constitute a quorum for the transaction of business; (ii) Representative Directors and Nominee Directors shall vote as a single class on all matters to come to a vote of the Board; and (iii) no action may be taken by the Board except upon the affirmative vote of a majority of the Directors present (or, with respect to any matter, such greater number as may be provided by the By-Laws or resolution of the Board), except that less than a quorum may adjourn a meeting to another time and place.

(7) *Special Quorum and Voting Requirements.* With respect to any vote to approve the imposition of a special charge on real property pursuant to the PACE Statute, the following shall apply:

(i) A quorum with respect to such vote shall exist only if (A) a majority of the Directors are present, and (B) a majority of the Directors who are present are Representative Directors.

(ii) No imposition of a special charge on real property shall be approved except upon the affirmative vote of (A) a majority of the Directors present and (B) a majority of the Representative Directors present.

(d) Officers; Duties; Official Bonds. The officers of the Commission shall be the Chair, Vice-Chair, Secretary and Treasurer, such officers to be elected by the Board from among the Directors, each to serve until such officer is re-elected or a successor to such office is elected by the Board. Each officer shall have the following general duties and responsibilities in addition to any further specific duties and responsibilities set forth herein, in the By-Laws or by resolution of the Board.

(1) The Chair shall be the chief executive officer of the Commission and shall be responsible for the calling of, and shall preside at, meetings of the Board.

(2) The Vice-Chair shall exercise the duties and functions of the Chair in the Chair's absence.

(3) The Secretary shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(4) The Treasurer shall be the depositary of the Commission to have custody of all money of the Commission, from whatever source derived and shall have the powers, duties and responsibilities specified in by-laws or by resolution, and is designated as the public officer or person who has charge of, handles, or has access to any property of the Commission.

(e) Committees; Officers and Employees. The Board shall have the power to appoint such other committees, officers and employees as it may deem necessary.

(f) Delegation of Authority. The Board shall have the power, by resolution, to the extent permitted by the Joint Powers Law or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees, administrators or agents of the Commission (including, without limitation, the contactor and any counsel or consultant hired or appointed pursuant to Section 5) and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Commission.

(g) By-Laws. The Commission may adopt, from time to time, by resolution of the Board such by-laws for the conduct of its meetings and affairs as the Board may determine to be necessary or convenient.

Section 8. Fiscal Year. The Commission's fiscal year shall be the period from January 1 to and including the following December 31, except for the first fiscal year which shall be the period from the date of this Agreement to December 31, 2016.

Section 9. Disposition of Assets. At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 3, after payment of all expenses and liabilities of the Commission and provision for the continuing administration of all PACE financings that have been completed and are outstanding at the time of such termination, all property of the Commission both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; *provided, however*, that any surplus money on hand shall be returned in proportion to any contributions made by the Members and not previously repaid.

Section 10. Accounts and Reports; Audits. All funds of the Commission shall be strictly accounted for. The Commission shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Commission shall be open to inspection at all times by each Member. The Treasurer of the Commission shall cause an annual audit to be made of the books of accounts and financial records of the Commission by a certified public accountant or public accountant. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section 10, shall be borne by the Commission and shall be a charge against any unencumbered funds of the Commission available for that purpose.

Section 11. Funds. The Treasurer shall receive, have the custody of and disburse Commission funds pursuant to the accounting procedures developed under Section 10, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 12. Notices. Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member.

Section 13. Additional Members; Withdrawal of Members.

(a) Counties. Any County in this State may be added as a party to this Agreement and become a Member upon: (i) the filing by such County with the Commission an executed counterpart of this Agreement, together with a certified copy of the resolution of the governing body of such County approving this Agreement and the execution and delivery hereof; (ii) adoption by the County of the Model PACE Ordinance in accordance with Section 14(a) hereof and a certified copy of the resolution adopting same; and (iii) adoption of a resolution of the Board approving the addition of such County as a Member. Upon satisfaction

of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

(b) Municipalities. Any Municipality in this State may be added as a party to this Agreement and become a Member upon: (i) the filing by such Municipality with the Commission an executed counterpart of this Agreement, together with a certified copy of the resolution of the governing body of such Municipality approving this Agreement and the execution and delivery hereof; and (ii) adoption of a resolution of the Board approving the addition of such Municipality as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

(c) Withdrawal. A Member may withdraw from this Agreement upon written notice to the Board; *provided, however*, that no such withdrawal shall reduce the number of Members to fewer than two (2). Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Secretary which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing. Withdrawal by a Member shall not affect any outstanding PACE loans within such Member's jurisdiction or the Member's obligations, if any, with respect to the certification, collection and remittance of special charges in accordance with the PACE Program, nor shall withdrawal entitle any former Member to impose a tax, fee or charge prohibited to the remaining Members under Section 17.

Section 14. Model PACE Ordinance for County Members.

(a) As a condition to membership in the Commission, each County Member shall have adopted an ordinance (the "Model PACE Ordinance") in substantially the form, and substantively to the effect, set forth in EXHIBIT A to this Agreement.

(b) As a condition to continued membership in the Commission, a County Member shall not have repealed its Model PACE Ordinance or amended its Model PACE Ordinance unless such amendment has been submitted to and approved by the Board (a "Conforming Amendment") prior to its adoption. The Board shall not unreasonably withhold approval of such an amendment but shall not approve any amendment to a County Member's Model PACE Ordinance that, in the opinion of the Board, would frustrate or unreasonably interfere with the uniform application and administration of the PACE Program. Approvals or non-approvals by the Board shall be final and conclusive.

(c) The repeal of or adoption of an amendment (other than a Conforming Amendment) to a County Member's Model PACE Ordinance shall be deemed to be a voluntary withdrawal by such County Member with the effects set forth in Section 13(c).

Section 15. Indemnification. To the fullest extent permitted by law, the Board shall cause the Commission to indemnify any person who is or was a Director or an officer, employee of other agent of the Commission, and who was or is a party or is threatened to be

made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Commission, against expenses, including attorneys' fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Commission and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Commission, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. The Board may purchase a policy or policies of insurance in furtherance of any indemnification obligation created.

Section 16. Contributions and Advances. Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Commission by Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Commission and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Commission to provide for the costs and expenses of administration of the Commission or otherwise, even though any Member may do so.

Section 17. Prohibition on Charges. No Member may impose upon or demand or collect from any Participant any tax, fee, charge or other remuneration as a condition to a Participant's obtaining PACE financing through or with the assistance of the Commission, except that Members may be permitted to do so pursuant to a uniform participant fee schedule established from time to time by the Board as part of the PACE Program.

Section 18. Immunities. To the fullest extent permitted by law, all of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Commission while engaged in the performance of any of their functions or duties under this Agreement.

Section 19. Amendments.

(a) Amendments to the Agreement may be proposed by the Board or by any two Members. Except as provided in Section 13 and in Subsection (c), below, this Agreement shall not be amended, modified, or altered, without the affirmative approval of the Board and the affirmative written consent of each of the Members; *provided*, that if the number of Members exceeds ten (10) in number, this Agreement may also be amended with the affirmative approval of the Board and negative consent of each Member. To obtain the negative consent of the Members, the following procedure shall be followed: (i) the Commission shall provide each Member with a notice at least sixty (60) days prior to the date such proposed

amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (ii) the Commission shall provide each Member who did not respond a reminder notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (iii) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members. No amendment may impose a direct financial obligation on any Member without that Member's affirmative written consent.

(b) The Board may, without the consent of the Members, amend this Agreement if, in its reasonable opinion and upon the advice of counsel, if deemed appropriate, upon which advice the Board may rely, such amendment is technical or clarifying in nature and does not substantively affect the rights and responsibilities of the Members. Notice of such amendment shall be provided to the Members at least twenty (20) but not more than sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and, upon the written request of any two (2) Members, the Board shall submit the proposed amendment for ratification by the Members in accordance with the procedure otherwise set forth in this Section 19.

Section 20. Partial Invalidity. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 21. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 22. Miscellaneous.

(a) This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(b) The Section headings herein are for convenience only and are not to be construed as modifying or governing the language in the Section referred to.

(c) Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

(d) This Agreement shall be governed under the laws of the State of Wisconsin.

(e) Any future amendments to the Joint Powers Laws shall be automatically incorporated into the terms of this Agreement and any terms of this Agreement inconsistent with future amendments to the Joint Exercise of Powers Laws shall, only to the extent necessary, be reformed in a manner consistent with the amendments.

(f) This Agreement is the complete and exclusive statement of the agreement among the Members, which supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

On behalf of _____ COUNTY / CITY / VILLAGE / TOWN: By: _____ Its: _____	On behalf of _____ COUNTY / CITY / VILLAGE / TOWN: By: _____ Its: _____
On behalf of _____ COUNTY / CITY / VILLAGE / TOWN: By: _____ Its: _____	On behalf of _____ COUNTY / CITY / VILLAGE / TOWN: By: _____ Its: _____
On behalf of _____ COUNTY / CITY / VILLAGE / TOWN: By: _____ Its: _____	On behalf of _____ COUNTY / CITY / VILLAGE / TOWN: By: _____ Its: _____

Joint Exercise of Powers Agreement

relating to

WISCONSIN PACE COMMISSION

EXHIBIT A
Model Pace Ordinance

RESOLUTION _____

A RESOLUTION CREATING DIVISION 3, ENTITLED "PROPERTY ASSESSED CLEAN ENERGY FINANCING" OF CHAPTER 2, ARTICLE V OF THE CODE OF ORDINANCES OF WASHBURN COUNTY, WISCONSIN

The County Board of Supervisors of the County of Washburn does ordain as follows:

DIVISION 3 – PROPERTY ASSESSED CLEAN ENERGY FINANCING is created to read:

Section 2-201 - PURPOSE. The County finds that renovations or additions to premises located in the County made to improve energy efficiency, improve water efficiency, and/or use renewable resource applications, increase property values, stimulate local economic activity, provide local and global environmental benefits, and promote the general welfare of County residents. The purpose of this Section is to facilitate loans arranged by property owners or lessees to make such improvements by treating loan principal and interest, fees, and other charges as special charges eligible for inclusion on the tax roll for these properties.

Section 2-202 - STATUTORY AUTHORITY. This ordinance is enacted pursuant to Wis. Stat. § 66.0627, as amended, which authorizes a County to make a loan or enter into an agreement regarding loan repayments to a 3rd party for owner-arranged or lessee-arranged financing, to an owner or a lessee of a premises located in the County for making or installing an energy efficiency improvement, a water efficiency improvement or a renewable resource application to a premises.

Section 2-203 - DEFINITIONS. In this section:

(a) "Annual installment" means the portion of the PACE loan that is due and payable for a particular year under the supplemental agreement.

(b) "Borrower" means the property owner or lessee of the subject property that borrows the proceeds of a PACE loan.

(c) "Default loan balance" means the outstanding balance, whether or not due, of a PACE loan at the time that the County receives foreclosure proceeds.

(d) "Foreclosure proceeds" means the proceeds received by the County from the disposition of a subject property through an *in rem* property tax foreclosure.

(e) "Loan amount" means the principal, interest, administrative fees (including the Program Administrator's fees) and other loan charges to be paid by the borrower under the PACE loan.

(f) "PACE" means the acronym for property assessed clean energy.

(g) "PACE default provisions" means:

1. The delinquent annual installment(s) due when the County initiates the *in rem* property tax foreclosure on the subject property;

2. Any additional annual installment(s) that become due between the time that the County initiates *in rem* property tax foreclosure on the subject property and the date the County receives the foreclosure proceeds;

3. Any default interest charges applied to unpaid annual installments referenced in subs. (1.) and (2.) above, as provided in the supplemental agreement; and

4. Any default loan balance.

(h) "PACE lender" means any person that makes a PACE loan, and which may include an affiliate of the borrower.

(i) "PACE loan" means a loan made by a PACE lender to a borrower under this Section for energy efficiency improvements, water efficiency improvements, or renewable resource applications made to or installed on a subject property.

(j) "Person" means any individual, association, firm, corporation, partnership, limited liability company, trust, joint venture or other legal entity, or a political subdivision as defined in Wis. Stat. § 66.0627.

(k) "Program Administrator" means the person retained by the Wisconsin PACE Commission as provided in subsection (5)(b).

(l) "Subject property" means any premises located in the County on which an energy efficiency improvements, water efficiency improvements, or renewable resource applications are being or have been made and financed through an outstanding PACE loan.

(m) "Supplemental agreement" means a written agreement among a borrower, a PACE lender and the County, as provided for in subsection (7).

(n) "Wisconsin PACE Commission" means the Wisconsin PACE Commission formed under Wis. Stat. § 66.0301, as amended, by the County and one or more other political subdivisions as defined in Wis. Stat. § 66.0627, pursuant to a Joint Exercise of Powers Agreement relating to the Wisconsin PACE Commission.

Section 2-204 - PACE LOANS AS SPECIAL CHARGES; DELINQUENT AMOUNTS AS LIENS.

Any PACE loan made and secured pursuant to this Section shall be considered a special charge on the subject property. Any annual installment or portion of a PACE loan made and secured pursuant to the Section that becomes delinquent according to the terms of the PACE loan shall be a lien against the subject property and placed on the tax roll, as permitted pursuant to Wis. Stat. §66.0627 as amended.

Section 2-205 - WISCONSIN PACE COMMISSION.

(a) Any of the powers and duties of the County under this Section, except for those under subsection (9) may (but are not required to) be delegated to the Wisconsin PACE Commission.

(b) The Wisconsin PACE Commission is further authorized to retain a Program Administrator to act as its agent and administer the PACE program, subject to adherence with PACE program requirements set forth in this Section and in Wis. Stat. § 66.0627 as amended.

Section 2-206 - LOAN APPROVAL.

(a) A prospective borrower applying for a PACE loan shall comply with the loan application process set forth in the program manual approved by the County.

(b) The County shall approve the financing arrangements between a borrower and PACE lender.

Section 2-207 - SUPPLEMENTAL AGREEMENT.

(a) The County, the borrower and the PACE lender shall execute the supplemental agreement which, without limitation:

1. Shall inform the participants that the PACE loan amount shall be

imposed as and considered a special charge, and each year's annual installment may be included on the property tax roll of the subject property as a special charge and an annual installment that is delinquent shall be a lien against the subject property pursuant to Wis. Stat. § 66.0627, as amended;

2. Shall recite the amount and the term of the PACE loan;
3. Shall provide for the amount, or a method for determining the amount, of the annual installment due each year;
4. Shall provide whether default interest may be applied to unpaid annual installments;
5. Shall require the PACE lender and the borrower to comply with all federal, state and local lending and disclosure requirements;
6. Shall provide for any fees payable to the County and/or Program Administrator;
7. Shall recite that the supplemental agreement is a covenant that runs with the land;
8. May provide for prepayments of annual installments by the borrower with a resulting reduction in the special charge for the prepayment, subject to any prepayment premium charged by the PACE lender, if any; and
9. May allow for amendment by the parties.

(b) Prior to executing the supplemental agreement, the owner of the subject property, if different from the borrower, and any existing mortgage holder(s) on the subject property must have executed a separate writing acknowledging the borrower's use of PACE financing for the subject property and the special charge that will be imposed under this Section and its consequences, including the remedies for collecting the special charge.

(c) Each PACE loan shall be amortized over the term of the PACE loan as provided in the supplemental agreement.

(d) The annual payments of a PACE loan may be payable in installments as authorized by Wis. Stat. § 66.0627, as amended.

Section 2-208 - ANNUAL INSTALLMENTS ADDED TO TAX ROLLS. Upon the request of the Program Administrator the County shall place each year's annual installment on the tax roll for the subject property as permitted pursuant to Wis. Stat. § 66.0627, as amended.

Section 2-209 - REMITTANCE OF SPECIAL CHARGES. The County shall promptly remit to the Wisconsin PACE Commission any payment(s) for a special charge imposed under this Section, including penalties and charges thereon, it may receive from any taxing district or the County treasurer pursuant to Wis. Stat. Ch. 74, as amended.

Section 2-210 - PROPERTY TAX FORECLOSURE PROCEDURES.

(a) The County elects to utilize the provisions of Wis. Stat. § 75.521, as amended, for the purpose of enforcing tax liens if a subject property owner fails to pay any special charges imposed on the subject property under this Section as required.

(b) The County shall begin an in rem property tax foreclosure proceeding on the subject property at the earliest time allowed under Wisconsin Statutes, unless the County

determines that subject property is a "brownfield" (as defined in Wis. Stat. § 75.106, as amended) or that in rem property tax foreclosure is not in the best interests of the County due to the condition of the property or for other reasons.

(c) If the County has determined that it will not commence an in rem property tax foreclosure proceeding, then the PACE lender may request that the County, pursuant to Wis. Stat. § 75.106, as amended, assign the County's right to take judgment against the subject property, provided that the PACE lender and the County fully comply with all provisions of Wis. Stat. § 75.106, as amended, concerning the subject property and the PACE lender agrees to pay the amounts required by Wis. Stat. § 75.36(3)(a)1 and 1m, as amended.

Section 2-211 - SALE OF FORECLOSED PROPERTY. If the County prevails in an in rem property tax foreclosure action against a subject property, the County shall diligently proceed to sell the subject property pursuant to the procedures set forth in Wis. Stat. § 75.69, as amended.

Section 2-212 - DISTRIBUTION OF FORECLOSURE PROCEEDS. The County treasurer shall follow the procedures set forth in Wis. Stat. § 75.36, as amended, to distribute the proceeds from the sale of a subject property.

This Ordinance shall take effect the day after passage and publication as required by law.

Approved this 21st day of May, 2019 by the Washburn County Board of Supervisors.

Tom Mackie, County Board Chair

Resolution No. _____

**AN ORDINANCE TO RETURN A TAX DEEDED LAND TO THE FORMER OWNER –
THOMAS C. RETZLOFF - PURSUANT TO §75.35(2)(e), WIS. STATS.¹****The Washburn County Board of Supervisors Ordain as Follows:**

WHEREAS, Washburn County is the holder of a tax deed to Lot One (1) of the Certified Survey Map recorded in Volume 2, Page 172 as Document Number 149206, located in the NorthEast Quarter of the SouthWest Quarter (NE¼SW¼) of Section Seven (S7), Township Forty-one North (T41N), Range 12 West (R12W) of the Town of Chicog in Washburn County, Wisconsin, recorded April 2, 2019, as Document Number 385080, bearing PIN 65-016-2-41-12-07-3 01-000-002010;

AND WHEREAS, the Public Property and Land Sale Committee has voted the return of the property to the former owner, who is:

THOMAS C. RETZLOFF
E5798 County Road D
Colfax, WI 54730-4657

for the reason that the former owner has brought current all real estate taxes, interest and penalties;

AND WHEREAS, the Public Property and Land Sale Committee recommends to the full county board of supervisors the return of this tax deeded property;

NOW, THEREFORE, BE IT ORDAINED, that pursuant to § 75.25(2)(e), Wis. Stats., the County Clerk and County Board Chair are hereby authorized to execute a quit claim deed in the described property to the previous owner as listed above.

This ordinance shall not be published as a part of the Washburn County code.

FISCAL IMPACT: Return of back taxes owed.

Moved for adoption by the Public Property and Land Sale Committee this 6th day of May, 2019:

Christopher Thompson, chair

Linda Featherly, vice chair

James Dohm

Clint Stariha

¹ (e) Any county acting either by its board or by delegated authority as provided in this section may sell and convey tax-deeded lands to the former owner or owners thereof and such conveyance shall not operate to revive any tax certificate lien or any other lien whatsoever which was cut off and rendered void by the tax deed, foreclosure of tax certificate, deed in lieu of tax deed, action in rem under s. 75.521 or other means by which the county acquired title to such land, nor shall it revive the lien of any tax certificate or tax dated subsequently to the date on which the county acquired its title. The enactment into statute law of the provisions of this paragraph shall not be deemed an expression of legislative intent that the prior common law of this state was otherwise than as herein provided.

Mark Radzak

Passed/Rejected by a vote of _____ ayes to _____ nays this 21st day of May, 2019.

CORRECT ATTEST:

LOLITA OLSON
Washburn County Clerk

RESOLUTION # _____

**WASHBURN COUNTY BOARD OF SUPERVISORS
ALL-TERRAIN VEHICLE ROUTE ORDINANCE**

The Washburn County Board of Supervisors adopts the following all-terrain vehicle route for the operation of all-terrain vehicles on CTH T (North):

WHEREAS, the Highway Committee has made a finding that a portion of CTH T (North) from Peufald south 2035 feet to North Spider Lake Trail be designated as an ATV Route, and

WHEREAS, this resolution supercedes Resolution #64-17 dated September 19, 2017 for a portion of CTH T that went from Peufald south 1500 feet to Shoreline Drive, and

WHEREAS, the Highway Department will review this agreement annually and revoke it if issues arise.

NOW THEREFORE, BE IT RESOLVED, that CTH T (North) from Peufald Road to North Spider Lake Trail be designated as an ATV route.

FISCAL IMPACT: None

Recommended for adoption by the Washburn County Highway Committee on the 17th day of December, 2018 and approved by the Washburn County Board of Supervisors on this _____ day of _____, _____.

Chris Thompson, Chair

Hank Graber, Vice Chair

Romaine Quinn, Member

Sandy Johnson, Member

Tim Kessler, Member

RESOLUTION # _____

Resolution to accept grant funds for two DNR Surface Water grants and act as the Fiscal Manager on behalf of the Gull Lake Township and Hunt Hill Audobon Sanctuary.

WHEREAS, the Wisconsin Departments of Natural Resources has granted funds to protect surface waters of the state known and as the Surface Water Grant - Lake Management Plan Implementation ; and,

WHEREAS, the goal of the grant is to protect the surface waters of the state; and,

WHEREAS, goals within the Land and Water Plan are to assist landowner, municipalities and non-profit organizations on projects that decrease non-point source pollution within the county; and

WHEREAS, the Washburn County Land and Water Conservation, Conservation Specialist, is acting as applicant for the Gull Lake Township and the Hunt Hill Audubon Sanctuary attests to the validity and veracity of the statements and representations contained in the grant application and letters of commitment ; and

WHEREAS, a grant agreement has been created to carry out the project;

THEREFORE, BE IT RESOLVED, on this day May 2, 2019, that the Finance Committee approve \$51,000.00 (\$34,554.75 Hunt Hill Audobon and \$16,113.75 Gull Lake Township) additional revenue go into the 2019 Surface Water Budget under 100.56973-43585 with the matching expense in 100.56973-50290 for projects "Hunt Hill" and "Gull Lake Township".

Fiscal Impact: \$51,000.00

Recommended for adoption on this 2nd day of May, 2019.

Steve Sather, Chair

David Haessig, Vice Chair

David Masterjohn

Christopher Thompson

Linda Featherly

RESOLUTION # _____

RESOLUTION APPROVING THE CREATION OF THE POSITION OF SENIOR DINING SITE MANAGER/COOK IN THE UNIT ON AGING

WHEREAS, it has been determined that there is a need for additional assistance and cooking at the Spooner Senior Center, and

WHEREAS, the position of Senior Dining Site Manager (Shell Lake) has recently been vacated, and

WHEREAS, it has been recommended by both the Aging/ADRC Committee and the Personnel Committee to add the duties of Cook to the Senior Dining Site Manager, and

WHEREAS, by doing so will be able to assist the Spooner Site Manager/Cook and Nutrition Director in fulfilling required duties, and

WHEREAS, this position fits into the long-range and strategic plans of the department and county as the responsibilities of the position will continue to grow as the number of older adults grow in the county, and

WHEREAS, since the new job description has a change in responsibilities and hours, as well as the State requirement to include 8.2.2, it has been deemed to meet the parameters of a “new position” as per policy guidelines, and

THEREFORE BE IT RESOLVED; that a new position of Nutrition Director be approved according to policy by the Washburn County Board of Supervisors, to be effective immediately.

FISCAL IMPACT: Estimated \$33,409.36 annually; covered under budget for 2019

Recommended for adoption by the Washburn County Personnel Committee on this _____ day of _____.

Dave Wilson, Chair

Hank Graber, Vice-Chair

David Masterjohn, Member

Jocelyn Ford, Member

Romaine Quinn, Member

Washburn County Personnel Requisition Form

Date: 02/28/2019	<input checked="" type="checkbox"/> New Position	<input type="checkbox"/> Position Vacancy	<input type="checkbox"/> Position Change
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POSITION INFORMATION:

Position Title: Senior Dining Site Manager/Cook	Department: Washburn County Aging - Nutrition
Effective Date: 04/01/19	
Position Type: <input type="checkbox"/> Full Time <input checked="" type="checkbox"/> Part Time <input type="checkbox"/> LTE <input type="checkbox"/> Casual	
Reason for Request: Need for cooking and additional assistance at the Spooner Senior Center.	
Why is position required or why can't present employees complete the work or why can't position be contracted? The current part-time kitchen aide does not cook. The Spooner Site Manager is required to cook for over 100 participants a day. The cook is unable to take time off, due to the requirements of her position. The part-time aide is only scheduled to work 20 hours per week, which limits the amount of time they are able to assist in the Spooner kitchen, since they need to take the meals to the Shell Lake site to serve lunch. This situation is causing undue stress mentally and physically to the staff, which is reflected in their performance and attitudes. This is seen by the senior participants that attend the meal sites and has been reported to the agency.	
Is office space, furniture and office equipment available? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
If not, explain plan to obtain:	

WAGES/BENEFITS/FUNDING:

Wage/Hr	Hrs/Yr	Wage/Yr	WRS	Taxes	W/C	Health Insurance	Total		
13.37	1033.5	13,817.90	0.00	1057.07	619.65	0.00	15,494.61	Current 53% FTE position	
14.24	1696.5	24,158.16	1582.36	1848.10	1083.35	20,232.00	48,903.97	Proposed 87% FTE position	
							Fiscal impact	33,409.36	

Total cost for other equipment and/or training?

Is this request budgeted? YES NO List the funding source:

(PARTIAL)

FISCAL ANALYSIS (from above):

CATEGORIES	BUDGET ESTIMATES (EST.)
Other operating expenditures (include costs to hire – advertising, interviewing, testing/reviewing applicants)	200.00
Wages and Benefits	48,903.97
Personal Equipment (e.g. tools, uniforms, safety equipment)	0
Mileage & Meals	0
Training Expenses (including memberships)	150.00
Computer Equipment (e.g. hardware, software, wiring, etc.)	0

Office Furniture and Supplies	0
Renovation/Relocation Costs	0
Revenues (<i>Use Negative #</i>)	0
TOTAL:	49,253.97

DISCUSSION AND JUSTIFICATION OF PROPOSED POSITION

Cells will expand as you type.

Does this position already have a position classification and position description? If yes, please attach appropriate documentation. If no, has a <i>Position Questionnaire</i> been completed?	No
What are the major functions or examples of work performed of the proposed position?	The Site Manager/Cook is responsible for coordinating the nutritional services for the dining site and preparing meals for the congregate and home-delivered nutrition programs.
Minimum Educational Requirements and minimum experience for this position?	Completion of High School or equivalent; training and experience in quality food handling and preparation; completion of a course in food service sanitation; or an equivalent combination of training and experience. ServSafe Certified within 90 days of hire.
Knowledge Skills and Abilities?	Basic knowledge food handling and sanitation; ability to order, purchase and cook food on a quantity basis; follow directions and work without close supervision; organizational and public relations skills; ability to maintain accurate records; math knowledge and ability to complete reports, use of computer, fax, printer, and email; ability to get along with people, especially the elderly and disabled.
What caused the need for this position? (i.e. State or Federal initiatives/mandates, increased workload, etc.)	Increased workload, growing population of older adults, and lack of people willing to substitute or volunteer for the one cook employed at the Spooner kitchen.
What/Who generates the work which is to be done? The public? The department itself? Another department within the County?	The older adults who attend the senior centers in Spooner and Shell Lake and those that receive Meals on Wheels throughout those areas.
Is this work currently being performed by someone else? If yes, how and by whom?	The current employee is only a kitchen aide. They are not willing to cook or work additional hours. The Aide has given us notification that they will be retiring in April.
How does this position fit into the organizational structure of the Department? (Please attach an organizational chart.)	See Attached.
How will this position affect other employees in the department? (e.g. supervision, subordinates, etc.)	The Nutrition Director will be the main supervisor for the department. The Spooner Site Manager/Cook locally supervises the daily operations of the Spooner site, other employees and volunteers.
Who would perform the duties of this position when the incumbent is on vacation or using sick time?	Substitute cook.
Are there alternatives to the services that this individual would provide? If yes, explain.	Volunteers are not reliable and the food needs to be prepared daily Monday through Friday.
What will be the effect or where would the impact be felt if this position is not created or not replaced? Please explain.	Currently the Spooner Site Manager/Cook is responsible for primarily all of the preparation and cooking of the food for over 100 people each day, starting at 6:30 a.m. each morning. The Aide does not report to work until after 9:00 a.m. who then bags the Meals on Wheels and then takes the congregate meals to serve at the Shell

	<p>Lake Site. The Spooner Site Manager is then left to serve the Spooner Meals and do all clean-up on her own. The Aide is unwilling to cook, work additional hours or to fill in for the Spooner Site Manager if she needs a day off or for the Dining @ 5 meal. This results in high stress for the Spooner Site Manager physically and mentally. Because of her dedication to the job and the people she serves, she is hesitant to ask for any time off vacation or sick. This is not a healthy situation for this employee. The Nutrition Director has had to put off her own duties on several occasions to help the Spooner Site Manager out. This in turn has resulted in her being unable to fulfill her required duties. The Aging Unit has advertised numerous times for substitute cooks for the Spooner kitchen with no applicants. The substitutes that we employ for other locations are unwilling to work in Spooner because of the excessive workload. For any substitutes from other areas that are willing to sub, we then also need to reimburse them mileage.</p>
<p>Can the position costs be offset by eliminating or reducing a lower priority function? Please explain.</p>	<p>No</p>
<p>Is there a workspace available for this employee? If yes, where? If no, what needs to be done to accommodate the requested position?</p>	<p>N/A</p>
<p>How does this position fit into the long-range and strategic plans of the Department and/or County?</p>	<p>The long range plans of the Aging Unit is that there is and will continue to be a need to increase the number of staff, because of the drastic growth of older adults in Washburn County and their continuing needs for services.</p>

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

Approvals:

DEPARTMENT HEAD:	I hereby certify that the above information is correct.	DATE:	
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Committee of Jurisdiction:

COMMITTEE:	Approved	Denied	DATE:	
	Comments			

HUMAN RESOURCE DIRECTOR APPROVAL:

Filling of position is: Approved Not Approved

Comments:

Human Resources Director:  Date:

COMMITTEE APPROVALS:

PERSONNEL COMMITTEE:	Approved	Denied	DATE:	53 4-8-19
	Comments			
COUNTY BOARD (IF NECESSARY)	Approved	Denied	DATE:	
	Comments			

POSITION DESCRIPTION		Position #
Class Title: Senior Dining Site Manager / Cook		Range
Department: Unit on Aging	Location: County Senior Centers	Date: 03/2014

GENERAL STATEMENT OF DUTIES: Under the general direction and supervision of the Nutrition Program Director, the Dining Site Manager / Cook is responsible for coordinating the nutritional services for the dining site and preparing meals for the congregate and home-delivered nutrition programs. The Dining Site Manager / Cook actively supervises the safe and sanitary service of meals and all other related nutrition program activities and performs related work as required by the State of Wisconsin Nutrition Operation Policies Chapter 8.2.2.

DISTINGUISHING FEATURES OF CLASS: This position requires understanding and sensitivity to the needs of older Americans. Extensive knowledge of quantity and quality food preparation and sanitation is essential.

EXAMPLES OF DUTIES PERFORMED: (Illustrative only – may differ from senior center to senior center)

- Responsible for the nutrition program in the center, including but not limited to food ordering, preparation and delivery.
- Performs center housekeeping and sanitation, ensuring compliance with Federal, State and County regulations.
- Works directly with all Dining Site Managers and Nutrition Program Director to develop the monthly menu for congregate and home delivered meals.
- Demonstrates professional, courteous customer service to clients and other staff, consistent with County Core Values.
- Creates/Uses suitable recipes and calculates quantities needed for ordering and preparing food.
- Orders raw food products, paper supplies, chemicals and small equipment necessary for kitchen to carry out tasks.
- Maintains safe and orderly storage of food and other supplies.
- Compares prices and quality of products used and adjusts purchasing accordingly.
- Communicates effectively and coordinates with drivers, vendors, and other staff to ensure program runs smoothly.
- Prepares and packages meals for individual home delivery as well as bulk delivery to other senior dining sites.
- Schedules cleaning and preventative maintenance of all program related equipment for kitchen and home delivery routes.
- Schedules repairs and routine professional cleaning as needed for nutrition program equipment and kitchen area.
- Arrange for laundering kitchen items (i.e. towels, aprons, etc.)
- Other duties as directed by supervisor.
- Performs and complies with Nutrition Program Dining Site Manager duties as required by the State of Wisconsin Nutrition Operation Policies Chapter 8.2.2:

8.2.2 Nutrition Program Dining Site Managers

The Dining Site Manager will ensure that all of the following are accomplished:

- Greeting participants
- Providing continual outreach to new participants
- Obtaining feedback and responding to concerns from participants regarding service delivery
- Advocating on behalf of older adults with community members as well as local, state, and federal lawmakers and policy makers
- Verifying that participants have registered
- Handling all participant contributions appropriately
- Enforcing policies and procedures related to food safety and sanitation
- Quality assurance for food or food-vendor contracts
- Keeping records of program data
- Scheduling and/or supervising other staff or volunteers
- Attending annual regional nutrition program staff training

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES: A basic knowledge of quantity food handling and sanitation; Ability to order, purchase and cook food on a quantity basis; Must be able to follow directions and work without close supervision; Must have good organizational and public relations skills; Ability to maintain accurate records; Math ability necessary as it relates to daily donations, participation reports, and production calculations; Knowledge of computer, fax, printer, and email use; Tact, courtesy and the ability to get along well with people, especially the elderly.

EXPERIENCE AND TRAINING REQUIRED: Completion of a standard high school course or equivalent; training and experience in quantity food handling and preparation; completion of a course in food service sanitation; or an equivalent combination of training and experience which provides the required knowledge, skills and abilities. Must also be or be able to become **ServSafe Certified within 90 days of hire.**

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

While performing the duties of this job, the employee is frequently required to walk; turn at the waist; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee must regularly lift and/or move up to 25 pounds. The employee must occasionally lift and/or move up to 50 pounds.

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

TOOLS AND EQUIPMENT USED: Stove, Microwave, Refrigerator, Freezer, Mixers, Slicers, Dishwasher, Coffee Maker, Commercial Kitchen Tools and Utensils, Cleaning Instruments, Sanitation Supplies, Phone, Fax, Computer, Email.

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

The employee normally works in a kitchen, dining facility environment. The noise level in the work environment is usually moderately loud.

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

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

The Dining Site Manager / Cook position is required to comply with the policies of the State of Wisconsin Nutrition Operation Policies Chapter 8. Any revision or changes to this policy would also constitute a change to the job description for the Dining Site Manager / Cook.

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

Approval: _____/s/_____
Personnel Director

Employee Signature

Supervisor's Signature

Date Signed

(Revised 6/2000, 2006, 2008, 2014, 2018)

RESOLUTION # _____

RESOLUTION APPROVING THE CREATION OF LTE SOCIAL WORKER IN THE HEALTH & HUMAN SERVICES OFFICE

WHEREAS, it has been determined that the Family Services Social Work staff will be understaffed due to a vacancy, and

WHEREAS, it has been determined that the immediate need can be resolved by hiring an LTE social worker, and

WHEREAS, the LTE position will be in place to assist/conduct CPS social work duties while recruitment for a regular FT Social Worker is undertaken, and

WHEREAS, the LTE position costs will be offset by the regular FT vacancy, and

WHEREAS, once the regular FT position is filled, the LTE position will be eliminated.

THEREFORE BE IT RESOLVED; that a new position of LTE Social Worker be approved according to policy by the Washburn County Board of Supervisors, to be effective immediately.

FISCAL IMPACT: Estimated \$9,000; covered under budget

Recommended for adoption by the Washburn County Personnel Committee on this _____ day of _____.

Dave Wilson, Chair

Hank Graber, Vice-Chair

David Masterjohn, Member

Jocelyn Ford, Member

Romaine Quinn, Member

Washburn County Personnel Requisition Form

Date: May 13, 2019	New Position: <input checked="" type="checkbox"/> X	Replacing/Changing Position:
Reason position is available: termination transfer Retirement resignation death		

POSITION INFORMATION:

Position Title: Social Worker (LTE)	Department: Human Services
Effective Date: 05/20/19	Union:
Position Type: <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time	
Duration of employment of requisitioned personnel: From: 05/20/19 To: 8/2/19	
Will this position require 600 hours of work per year? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
If this is for additional staff please state reason: The Family Services Social Work staff will be understaffed due to a vacancy.	
Is office space, furniture and office equipment available? Yes	

WAGES/BENEFITS/FUNDING:

Starting yearly wage: \$22/hr
Total benefit costs: \$0.00
Total cost for other equipment and/or training? \$0.00
Is this request budgeted? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO List the funding source by percent: We will have a regular full time social worker vacancy at this time, personnel cost savings will be less with the LTE cost.
Are funds available to cover said request? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If not, explain plan to fund request:

FISCAL ANALYSIS (from above):

CATEGORIES	BUDGET ESTIMATES (EST.)
Other operating expenditures (include costs to hire – advertising, interviewing, testing/reviewing applicants)	0.00
Wages and Benefits	\$9,000
Personal Equipment (e.g. tools, uniforms, safety equipment)	0
Mileage & Meals	0
Training Expenses (Including memberships)	0
Computer Equipment (e.g. hardware, software, wiring, etc.)	0
Office Furniture and Supplies	0
Renovation/Relocation Costs	0
Revenues (Use Negative #)	-\$9,000
TOTAL:	\$0

DISCUSSION AND JUSTIFICATION OF PROPOSED POSITION

Cells will expand as you type.

Does this position already have a position classification and position description? If yes, please attach appropriate documentation. If no, has a <i>Position Questionnaire</i> been completed?	Yes, see Social Worker job description
What are the major functions or examples of work performed of the proposed position?	See Social Worker job description
Minimum Educational Requirements and minimum experience for this position?	See Social Worker job description
Knowledge Skills and Abilities?	See Social Worker job description
What caused the need for this position? (i.e. State or Federal initiatives/mandates, increased workload, etc.)	The Family Services Unit will be short staffed due to vacancy
What/Who generates the work which is to be done? The public? The department itself? Another department within the County?	State mandates, public need
Is this work currently being performed by someone else? If yes, how and by whom?	Kayla Pruno, who has resigned
How does this position fit into the organizational structure of the Department? (Please attach an organizational chart.)	Reports to social work supervisor
How will this position affect other employees in the department? (e.g. supervision, subordinates, etc.)	Will assist/conduct CPS social work duties while recruitment for a regular FT Social Worker can be hired
Who would perform the duties of this position when the incumbent is on vacation or using sick time?	Supervisor and/or other social workers
Are there alternatives to the services that this individual would provide? If yes, explain.	No
What will be the effect or where would the impact be felt if this position is not created or not replaced? Please explain.	Having a vacancy in a Unit of 6 places great pressure on the other 5 to take on other clients/duties
Can the position costs be offset by eliminating or reducing a lower priority function? Please explain.	This LTE position costs will be offset by the regular FT vacancy
Is there a workspace available for this employee? If yes, where? If no, what needs to be done to accommodate the requested position?	Yes, Ed Elliot Building
How does this position fit into the long-range and strategic plans of the Department and/or County?	We will fill the regular FT position and eliminate this LTE position

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

The Family Services Unit only has 6 staff and will go down to 5 with a vacancy. Furthermore, 4 out of the 5 have 2 years of experience or less. Stressors are already high and the ideal LTE candidate can make an immediate impact.

Approvals:

DEPARTMENT HEAD:	I hereby certify that the above information is correct.	DATE:	60 5/13/19
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Committee of Jurisdiction:

COMMITTEE:	<input checked="" type="radio"/> Approved Denied	DATE:	5-13-19
	Comments		

HUMAN RESOURCE DIRECTOR APPROVAL:

Filling of position is: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved
Comments:
Human Resource Director: _____ Date: _____

COUNTY ADMINISTRATOR APPROVAL:

Filling of position is: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved
Comments:
County Administrator: _____ Date: _____

COMMITTEE APPROVALS:

PERSONNEL COMMITTEE:	<input checked="" type="radio"/> Approved Denied	DATE:	5-13-19
	Comments		
COUNTY BOARD (IF NECESSARY)	Approved Denied	DATE:	
	Comments		

RESOLUTION # _____

RESOLUTION AUTHORIZING THE CREATION OF A NEW FULL TIME EQUIVALENT POSITION FOR THE 2020 BUDGET – INVESTIGATOR – SHERIFF’S DEPARTMENT

WHEREAS, Law Enforcement has determined the need to create an additional position of Investigator due to increased levels of services needed and expected per the additional duties and summary as listed on the enclosed job description, and

WHEREAS, this is a position request for the 2020 budget and will require passage by 2/3 vote of the County Board of Supervisors prior to final budget review, and

WHEREAS, the Law Enforcement and Personnel Committees of Washburn County have recommended the approval of this position;

THEREFORE BE IT RESOLVED; that the new full time position of Investigator for the Sheriff’s Department be approved for inclusion in the 2020 budget according to policy by the Washburn County Board of Supervisors.

FISCAL IMPACT: Wages & Benefits \$94,531.36; Other Expenses \$62,950; Total \$157,481.96

Recommended for adoption by the Washburn County Personnel Committee on this _____ day of _____.

Dave Wilson, Chair

Hank Graber, Vice-Chair

David Masterjohn, Member

Jocelyn Ford, Member

Romaine Quinn, Member

Washburn County Personnel Requisition Form

Date: May 2019	<input checked="" type="checkbox"/> New Position	<input type="checkbox"/> Position Vacancy	<input type="checkbox"/> Position Change
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POSITION INFORMATION:

Position Title: Investigator	Department: Sheriff's Office
Effective Date: January 2020	
Position Type: <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> LTE <input type="checkbox"/> Casual	
Reason for Request: See Attached	
Why is position required or why can't present employees complete the work or why can't position be contracted? See attached	
Is office space, furniture and office equipment available? Yes office space No furniture and office equipment	
If not, explain plan to obtain:	

WAGES/BENEFITS/FUNDING:

Wage/Hr	Hrs/Yr	Wage/Yr	WRS	Taxes	W/C	Health Insurance (family)	Total
28.53	2080	59,342	6361	4539	1810	22,479.96	94,531.96

Total cost for other equipment and/or training?

Is this request budgeted? YES NO List the funding source:

FISCAL ANALYSIS (from above):

CATEGORIES	BUDGET ESTIMATES (EST.)
Other operating expenditures (include costs to hire – advertising, interviewing, testing/reviewing applicants)	2,000.00
Wages and Benefits	94,531.96
Personal Equipment (e.g. tools, uniforms, safety equipment)	47,000.00
Mileage & Meals	Included in training expenses
Training Expenses (Including memberships)	3,000.00
Computer Equipment (e.g. hardware, software, wiring, etc.)	5,950.00
Office Furniture and Supplies	2,500.00
Renovation/Relocation Costs	2,500.00
Revenues (Use Negative #)	0
TOTAL:	157,481.96

DISCUSSION AND JUSTIFICATION OF PROPOSED POSITION

Cells will expand as you type.

Does this position already have a position classification and position description? If yes, please attach appropriate documentation. If no, has a <i>Position Questionnaire</i> been completed?	YES
What are the major functions or examples of work performed of the proposed position?	SEE JOB DESCRIPTION
Minimum Educational Requirements and minimum experience for this position?	SEE JOB DESCRIPTION
Knowledge Skills and Abilities?	SEE JOB DESCRIPTION
What caused the need for this position? (i.e. State or Federal initiatives/mandates, increased workload, etc.)	INCREASED WORK LOAD
What/Who generates the work which is to be done? The public? The department itself? Another department within the County?	THE PUBLIC, CRIME
Is this work currently being performed by someone else? If yes, how and by whom?	YES – JUVENILE OFFICER, GENERAL INVESTIGATOR NO ONE CURRENTLY WORKING COMPUTER CRIMES
How does this position fit into the organizational structure of the Department? (Please attach an organizational chart.)	NEEDED FOR SECURITY AND SAFETY REASONS
How will this position affect other employees in the department? (e.g. supervision, subordinates, etc.)	SUPPORT FOR OTHER INVESTIGATORS
Who would perform the duties of this position when the incumbent is on vacation or using sick time?	JUVENILE OFFICER AND/OR GENERAL INVESTIGATOR
Are there alternatives to the services that this individual would provide? If yes, explain.	NO
What will be the effect or where would the impact be felt if this position is not created or not replaced? Please explain.	ADDED DUTIES TO JUVENILE OFFICER AND/OR GENERAL INVESTIGATOR
Can the position costs be offset by eliminating or reducing a lower priority function? Please explain.	NO
Is there a workspace available for this employee? If yes, where? If no, what needs to be done to accommodate the requested position?	YES – SHERIFF'S OFFICE – WILL NEED TO DO SOME REMODELING
How does this position fit into the long-range and strategic plans of the Department and/or County?	IT WILL ALLOW A REDUCTION IN THE CASELOAD FOR JUVENILE OFFICER AND GENERAL INVESTIGATOR, AND BE ABLE TO WORK COMPUTER CRIMES INVESTIGATIONS

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

SEE ATTACHED JUSTIFICATION

Approvals:

DEPARTMENT HEAD:	I hereby certify that the above information is correct. <i>[Signature]</i>	DATE:	04/11/2019
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Committee of Jurisdiction:

COMMITTEE:	Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> Comments LAW ENFORCEMENT COMMITTEE <i>[Signature]</i>	DATE:	04/11/2019
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HUMAN RESOURCE DIRECTOR APPROVAL:

Filling of position is: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved Comments: Human Resources Director: <i>[Signature]</i> Date: <i>4-11-19</i>
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COMMITTEE APPROVALS:

PERSONNEL COMMITTEE:	Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> Comments <i>[Signature]</i>	DATE:	13 May 19.
COUNTY BOARD (IF NECESSARY)	Approved <input type="checkbox"/> Denied <input type="checkbox"/> Comments	DATE:	

Investigator

The caseload in the general investigations at the Washburn County Sheriff's Department has our investigators working in a position in which they are unable to meet demands. Currently the Washburn County Sheriff's Department has one investigator in general investigations, and one investigator as primary role in drug investigations. Both of these investigator positions are tasked with ongoing increased caseloads. To achieve complete and thorough investigations in a timely manner, the Washburn County Sheriff's Department is requesting to add an investigator for general investigations.

The Washburn County Sheriff's Department has not added anyone to investigations since the drug investigator was added in 1990. The one general investigator position was added to the Washburn County Sheriff's Department in the early to mid 1970's. Computers and therefore computer crimes have increased since that time, in addition to population increases. Sexual assault crimes including sexual assault crimes to children have skyrocketed since the 70's, partially due to easy access of pornography on the internet.

The general investigations category consists of numerous criminal investigations including, but not limited to sexual assault, arson, burglary, contractor fraud, computer crimes, child abuse, child neglect, worthless checks, and a myriad of other criminal investigations that come into the Washburn County Sheriff's Department each month.

Within the crimes listed in the general investigations category, several of the crimes listed require specialized training and annual updates in those specialized fields. Some of the crimes that require specialized training would be sexual assaults, arson, homicide, computer crimes, crimes against children, and fraud.

The Washburn County Sheriff's Department Investigations Unit currently has no one with the specialized training to be proficient in computer crime investigations. Since the 1970's, computer use has grown significantly, and therefore computers are often times used in luring victim's including children for sexual assault and/or child pornography. Computer crime has also skyrocketed in regards to financial frauds. Additionally, computers, phones, and other electronic devices are often times used by criminals in social media relationships, and the selling of stolen property through various means on these devices.

Computers, phones, and electronic devices leave a trail of electronic evidence that is often times crucial to either solving a case, or for convicting the guilty. Cases involving electronic evidence are extremely time consuming to investigations. These cases many times involve subpoenas and writing warrants for cellular phones, social media accounts, and email accounts. Often times this information leads to other trails of electronic evidence that needs to be followed, sometimes leading to additional suspects, therefore additional warrants, etc.

The Washburn County Sheriff's Department currently has one investigator assigned to general investigations, which requires that the investigator attend numerous specialized trainings throughout the year. These trainings that are often outside of Washburn County makes our investigator unavailable to conduct investigations on incoming complaints. Many of these cases require specialized training to complete the task. It is not uncommon for some cases to be delayed, as cases need to be prioritized. Comparable surrounding counties such as Rusk and Burnett are currently operating with

three investigators. In providing another investigator, all cases will receive more attention, with delays limited. This will lead to higher success in cases.

The Washburn County Sheriff's Department has been shifting many child sexual assault investigations to the juvenile officer. This removes the juvenile officer from his/her primary intended role of being more actively involved inside our schools. The juvenile officer has been consumed with sexual assault complaints. Child sexual assault complaint require numerous hours for initial complaint/interview, and days of follow up and coordinating with others including social workers, etc. Child sexual assaults are predominantly delayed in reporting. Once the report is received, human services and investigations schedule a later date and have the child forensically interviewed. If there is disclosure of sexual assault or abuse, further investigation goes forward with investigations with assistance from human services. There are in depth time consuming interviews with family members, caretakers, friends, and suspects. These are time sensitive investigations that require investigations to prioritize over other cases.

Our investigator is also tasked often times with follow-up visits in domestic abuse cases and sexual victims. Our investigator regularly goes with a domestic abuse advocate to have interaction with the victim and improve communication with the law enforcement process in order to have greater success in the prosecution of domestic abuse cases.

To achieve complete and thorough investigations in a timely manner, the caseload of general investigations at the Washburn County Sheriff's Department must be divided. There are currently too many specialized categories assigned to our investigator. This makes the workload excessive, but also takes this investigator out of the county to specialized training for numerous weeks out of the year. It is critical that personnel with the proper training and skill set be assigned to certain cases. The investigative unit at the Washburn County Sheriff's Department is striving to try and meet the law enforcement investigative services to serve the citizens of Washburn County. The current single general investigator approach is not meeting those needs. The addition of an investigator will be a huge step in running an efficient and successful law enforcement agency.

POSITION DESCRIPTION		Union: Yes	Job Code: 240
Class Title: INVESTIGATOR		Reports to: Chief Deputy	
Department: Sheriff	Location: Law Enforcement Center	Pay Range: \$19.18-\$19.81	Date: 3/14/05

GENERAL POSITION DESCRIPTION:

The work of the Investigator supervises and conducts investigations on criminal cases and prepares reports regarding these investigations; does related work as required. Assigned duties are performed in accordance with State Statutes and departmental rules and regulations. General supervision is received from the Sheriff and/or Chief Deputy however; the vast majority of functions are performed independently.

DISTINGUISHING FEATURES OF THE POSITION:

The work in this field requires the use of considerable discretion and the application of specialized knowledge and abilities in the investigation and detection of crime. The Deputy Sheriff/Investigator utilizes considerable independent judgment while working with established rules and procedures. The Deputy Sheriff assigned to investigations is under the general supervision of the Chief Deputy and Sheriff.

ESSENTIAL DUTIES AND RESPONSIBILITIES: (Illustrative only)

- Develops and manages confidential informants;
- Maintains and prepares necessary records to assure accordance with federal and state grant requirements;
- Collects and preserves physical evidence to allow for successful prosecution of defendants;
- Prepares and executes search warrants, arrest warrants, and subpoenas;
- Prepares testimony and testifies at court proceedings;
- Assists the prosecutor in presenting criminal cases to the court;
- Presents programs to schools and the community;
- Conducts interviews and interrogations of witnesses or suspects;
- Investigates all types of criminal activity;
- Directs Sheriff's Office personnel during criminal investigations;
- Completes detailed and accurate investigative reports;
- Works cooperatively with local, state, and federal law enforcement agencies;
- Attends training sessions, conferences, and seminars in order to keep informed of new techniques, procedures, or changes in the field of criminal investigations;
- Carries out Sheriff's Office duties as assigned;
- Demonstrates professional, courteous customer service to clients and other staff, consistent with County Core Values
- Performs all essential duties of a patrol deputy as appropriate.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: Good knowledge of modern methods and practices of criminal investigation and law enforcement; good knowledge of court procedures; a good knowledge of pertinent laws; thorough knowledge of department policy; self-motivated; ability to function with minimum supervision; a keen sense of observation; ability to present programs to public forums; skill in the use of firearms; ability to understand and execute difficult oral and written directions and to prepare clear and comprehensive reports; ability to handle difficult situations tactfully, courteously, and impartially; thoroughness; dependability; good physical condition.

REQUIRED EXPERIENCE AND TRAINING: Three years full-time law enforcement experience, assigned to patrol officer/road deputy duties, supplemented by training and experience in criminal investigations; completion of standard high school course, Associate degree in Police Science or 60 college level credits and certification as a law enforcement officer by the State of Wisconsin,.

ADDITIONAL REQUIREMENTS: Must meet the requirements of the Wisconsin Law Enforcement Standards Board and possess a valid State of Wisconsin motor vehicle operator's license.

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION:

Ability to analyze data and information using established criteria, in order to determine consequences and to identify and select alternatives. Ability to compare, count, differentiates, measure, copy, record and transcribe data and information. Ability to classify, compute, tabulate, and categorize data.

Ability to counsel, mediate, to persuade, convince, and train others; ability to advise and provide interpretation regarding the application of policies, procedures and standards to specific situations.

Ability to communicate orally and in writing with department personnel, other law enforcement agency personnel, suspects, crime victims, news media representatives, witnesses and the general public.

MATHEMATICAL ABILITY:

Ability to calculate percentages, fractions, decimals; ability to interpret basic descriptive statistical reports.

JUDGMENT AND SITUATIONAL REASONING ABILITY:

Ability to use functional reasoning in performing influence functions such as teaching, directing and controlling.

Ability to exercise the judgment, decisiveness and creativity required in situations involving the investigation and detection of crime

PHYSICAL REQUIREMENTS:

Due to the nature of law enforcement positions, a significantly higher level of physical activity is exerted which frequently requires running, transporting heavy objects and employing sufficient physical force to subdue or restrain individuals in the daily performance of duties.

Ability to operate equipment and machinery requiring complex and rapid adjustments, such as motor vehicle, firearms, restraint devices, two-way radio, chemical sprayers.

Ability to coordinate eyes, hands, feet and limbs in performing semi-skilled movements such as operating a firearm and physical restraint devices.

Ability to operate a variety of office equipment including, computer terminal, typewriter, telephone, fax machine, calculator/adding machine, dictation equipment and photocopiers.

Ability to exert very moderate physical effort in sedentary to light work, typically involving some combination of stooping, kneeling, crouching and crawling, lifting, carrying, pushing and pulling.

Ability to recognize and identify degrees of similarities or differences between characteristics of colors, shapes, sounds and odors associated with job-related objects, materials and tasks and to sustain prolonged visual concentration.

ENVIRONMENTAL ADAPTABILITY:

Ability to work under occasionally unsafe and uncomfortable conditions where exposure to environmental⁶⁹ factors such as temperature variations, irate individuals, intimidation, violence, traffic hazards and disease may cause or causing discomfort and where there is a risk of injury.

Washburn County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Michael D. Miller
Administrative Coordinator/Personnel Director

Employee's Signature

Date

Supervisor's Signature

Revision history: 4/05

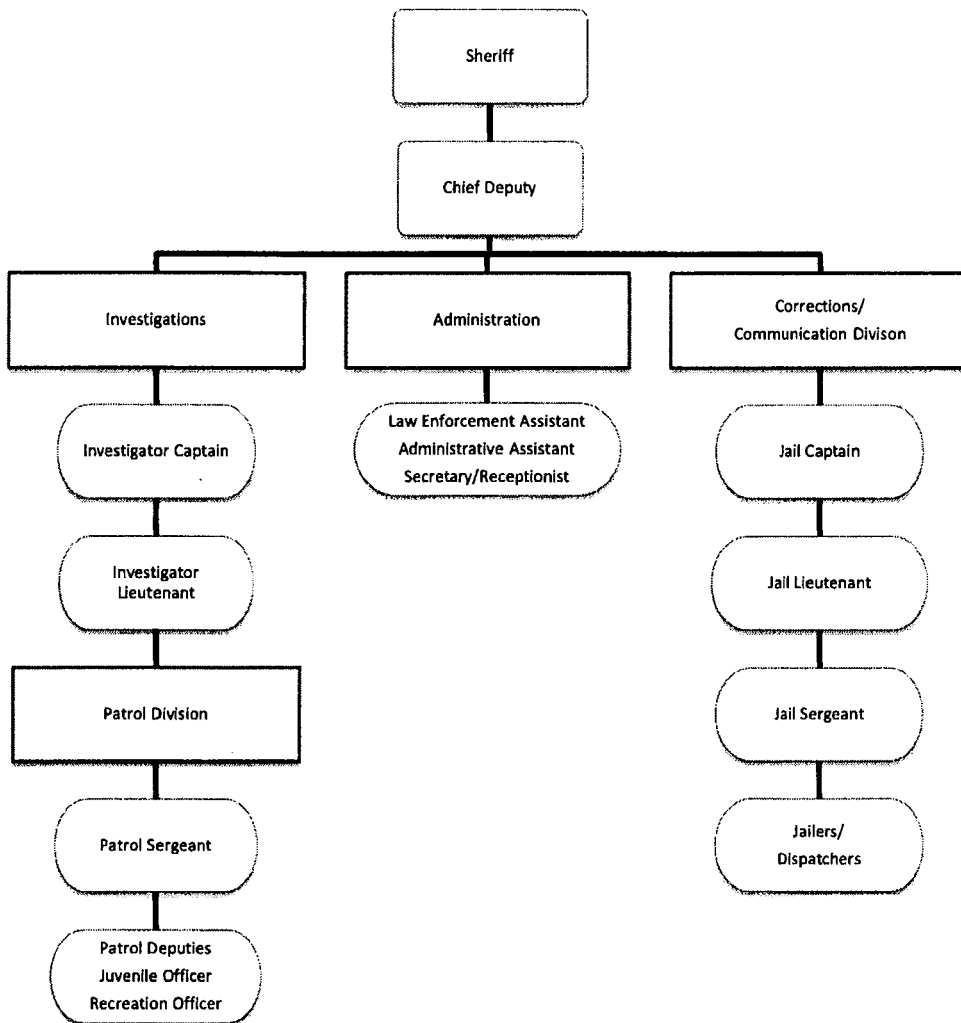
ORGANIZATION AND COMMAND STRUCTURE

4.00.00 Department Organization and Command Structure

1. Sheriff
2. Chief Deputy
3. Captain
4. Lieutenant
5. Sergeant

Should a procedural question arise, an employee should review this policy and procedure manual. In the event the manual does not adequately address the issue, or the employee is still unclear of how to resolve the issue, the employee shall contact the Sheriff. If the Sheriff is not available, contact the Chief Deputy.

ORGANIZATIONAL CHART



RESOLUTION # _____

RESOLUTION AUTHORIZING THE CREATION OF A NEW FULL TIME EQUIVALENT POSITION FOR THE 2020 BUDGET – PATROL DEPUTY – SHERIFF’S DEPARTMENT

WHEREAS, Law Enforcement has determined the need to create an additional position of Patrol Deputy due to increased levels of services needed and expected per the additional duties and summary as listed on the enclosed job description, and

WHEREAS, this is a position request for the 2020 budget and will require passage by 2/3 vote of the County Board of Supervisors prior to final budget review, and

WHEREAS, the Law Enforcement and Personnel Committees of Washburn County have recommended the approval of this position;

THEREFORE BE IT RESOLVED; that the new full time position of Patrol Deputy for the Sheriff’s Department be approved for inclusion in the 2020 budget according to policy by the Washburn County Board of Supervisors.

FISCAL IMPACT: Wages & Benefits \$88,800.64; Other Expenses \$57,950.00; Total \$146,750.64

Recommended for adoption by the Washburn County Personnel Committee on this _____ day of _____.

Dave Wilson, Chair

Hank Graber, Vice-Chair

David Masterjohn, Member

Jocelyn Ford, Member

Romaine Quinn, Member

Washburn County Personnel Requisition Form

Date: May 2019	<input checked="" type="checkbox"/> New Position	<input type="checkbox"/> Position Vacancy	<input type="checkbox"/> Position Change
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POSITION INFORMATION:

Position Title: Patrol Deputy	Department: Sheriff's Office
Effective Date: January 2020	
Position Type: <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> LTE <input type="checkbox"/> Casual	
Reason for Request: See Attached	
Why is position required or why can't present employees complete the work or why can't position be contracted? This position requires the individual to be a sworn officer, as well as good faith bargaining between Washburn County and the WPPA Union	
Is office space, furniture and office equipment available? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
If not, explain plan to obtain:	

WAGES/BENEFITS/FUNDING:

Wage/Hr	Hrs/Yr	Wage/Yr	WRS	Taxes	W/C	Health Insurance	Total	
26.26	2080	54,620.80	5,855.35	4,178.49	1,666.04	22,479.96	88,800.64	Current
								Proposed

Total cost for other equipment and/or training?

Is this request budgeted? YES NO List the funding source:

FISCAL ANALYSIS (from above):

CATEGORIES	BUDGET ESTIMATES (EST.)
Other operating expenditures (include costs to hire – advertising, interviewing, testing/reviewing applicants)	2,000.00 approximate
Wages and Benefits	88,800.64
Personal Equipment (e.g. tools, uniforms, safety equipment)	47,000.00
Mileage & Meals	Included in training expenses
Training Expenses (Including memberships)	3,000.00 DOQ of applicant
Computer Equipment (e.g. hardware, software, wiring, etc.)	5,950.00
Office Furniture and Supplies	0
Renovation/Relocation Costs	0
Revenues (Use Negative #)	0
TOTAL:	146,750.64

DISCUSSION AND JUSTIFICATION OF PROPOSED POSITION

Cells will expand as you type.

Does this position already have a position classification and position description? If yes, please attach appropriate documentation. If no, has a <i>Position Questionnaire</i> been completed?	YES
What are the major functions or examples of work performed of the proposed position?	YES – JOB DESCRIPTION
Minimum Educational Requirements and minimum experience for this position?	YES – JOB DESCRIPTION
Knowledge Skills and Abilities?	YES – JOB DESCRIPTION
What caused the need for this position? (i.e. State or Federal initiatives/mandates, increased workload, etc.)	INCREASED WORKLOAD
What/Who generates the work which is to be done? The public? The department itself? Another department within the County?	THE PUBLIC, CRIME
Is this work currently being performed by someone else? If yes, how and by whom?	YES – FULL TIME DEPUTIES
How does this position fit into the organizational structure of the Department? (Please attach an organizational chart.)	PATROL DIVISION
How will this position affect other employees in the department? (e.g. supervision, subordinates, etc.)	BACKUP SUPPORT FOR OTHER DEPUTIES, 24/7 COVERAGE
Who would perform the duties of this position when the incumbent is on vacation or using sick time?	LTE OR OVERTIME
Are there alternatives to the services that this individual would provide? If yes, explain.	NO
What will be the effect or where would the impact be felt if this position is not created or not replaced? Please explain.	SERVICE TO THE PUBLIC, LOSS OF PATROL COVERAGE AND SERVICES
Can the position costs be offset by eliminating or reducing a lower priority function? Please explain.	NO
Is there a workspace available for this employee? If yes, where? If no, what needs to be done to accommodate the requested position?	YES
How does this position fit into the long-range and strategic plans of the Department and/or County?	ADDS ANOTHER DEPUTY TO THE ROTATION TO HAVE (2) SQUADS ON AT ANY GIVEN TIME. HELPS K9 TO BE MORE EFFECTIVE WITH K9 DUTIES

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

SEE ATTACHED JUSTIFICATION

Approvals:

DEPARTMENT HEAD:	I hereby certify that the above information is correct. <i>[Signature]</i>	DATE:	04/11/19
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Committee of Jurisdiction:

COMMITTEE:	Approved XX Denied <i>[Signature]</i> Comments Law Enforcement Committee	DATE:	04/11/19
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HUMAN RESOURCE DIRECTOR APPROVAL:

Filling of position is: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved Comments: Human Resources Director: _____ Date: _____
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COMMITTEE APPROVALS:

PERSONNEL COMMITTEE:	Approved XX Denied Comments <i>[Signature]</i>	DATE:	13 May 19
COUNTY BOARD (IF NECESSARY)	Approved _____ Denied _____ Comments _____	DATE:	

POSITION DESCRIPTION		Union: Yes	
Class Title: Deputy Sheriff		Job Code: 210	
Department: Sheriff	Location: Shell Lake	Wage Range:	Date: Rev 06/01/16

PURPOSE OF POSITION:

Performs general police work to maintain public safety through the enforcement of State, Federal and County laws; does related work as required by the sheriff.

DISTINGUISHING FEATURES OF THIS POSITION:

Employee in this class performs a wide variety of duties connected with law enforcement work. These include investigation, enforcement and various types of assistance to the public. Assigned duties are performed in accordance with State and Federal law and the Sheriff's rules and regulations. General supervision is received from the Sheriff, Chief Deputy and Patrol Sergeant and the deputy is expected to exercise independent judgment and initiative when faced with emergency situations. This work involves an element of danger.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The following duties are normal for this position. These are not to be construed as exclusive or all inclusive. Other duties may be assigned or required.

- Enforces the laws of the county and all pertinent local, state and federal laws;
- Patrols an assigned area of the county enforcing all pertinent laws;
- Investigates incidents and accidents;
- Prepares reports and other paperwork in a timely manner;
- Provide first aid to those in need;
- Issue citations and warnings;
- Makes arrests and apprehends suspects;
- Testifies in court and assists with the prosecution of criminal charges;
- Respond to citizens complaints;
- Inspects and maintains issued vehicle and equipment;
- Demonstrates professional, courteous customer service to clients and other staff, consistent with County Core Values;
- Directs traffic.

MINIMUM TRAINING AND EXPERIENCE REQUIRED:

Graduation from an accredited high school or equivalent. Associate Degree in Police Science or 60 college level credits and certification. **Must meet the minimum requirements of the State Law Enforcement Standards Board and possess a valid motor vehicle driver's license.**

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES:

Good knowledge of the principles and practices of law enforcement; ability to communicate well orally and in writing; good knowledge of laws governing law enforcement; good knowledge of county roads and geography; good first aid skills; ability to establish and maintain an effective working relationship with the general public and co-workers; self motivated; ability to understand and carry out complex oral and written directions; ability to prepare clear and concise reports; dependable; have good judgment; integrity and tact.

PHYSICAL REQUIREMENTS:

Due to the nature of law enforcement positions, a significantly higher level of physical activity is exerted which frequently requires running, transporting heavy objects and employing sufficient physical force to subdue or restrain individuals in the performance of duties.

Ability to operate equipment and machinery requiring complex and rapid adjustments, such as motor vehicle, firearms, restraint devices, two-way radio, chemical sprayers.

Ability to coordinate eyes, hands, feet and limbs in performing semi-skilled movements such as operating a firearm and physical restraint devices. The employee frequently is required to stand and talk or hear. The employee is required to walk; sit; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

Ability to operate a variety of office equipment including, computer terminal, typewriter, telephone, fax machine, calculator/adding machine, dictation equipment and photocopiers.

Ability to recognize and identify degrees of similarities or differences between characteristics of colors, shapes, sounds and odors associated with job-related objects, materials and tasks and to sustain prolonged visual concentration. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move in excess of 100 pounds.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee may encounter while performing the essential functions of this job. Ability to work under occasionally unsafe and uncomfortable conditions where exposure to environmental factors such as temperature variations, irate individuals, intimidation and/or violence may cause discomfort and where there is a risk of injury. May require long periods of confinement in a motor vehicle or other restrictive environments.

The noise level in the work environment is usually moderately loud.

SELECTION GUIDELINES:

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required. Successful completion of a pre-employment physical including drug/alcohol testing.

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

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

Washburn County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Approval: _____
Administrative Coordinator/
Personnel Director

Employee Signature

Date Signed

Supervisor Signature

Effective Date: 11/00

Revision History: 06/01/16

ORGANIZATION AND COMMAND STRUCTURE

4.00.00 Department Organization and Command Structure

1. Sheriff
2. Chief Deputy
3. Captain
4. Lieutenant
5. Sergeant

Should a procedural question arise, an employee should review this policy and procedure manual. In the event the manual does not adequately address the issue, or the employee is still unclear of how to resolve the issue, the employee shall contact the Sheriff. If the Sheriff is not available, contact the Chief Deputy.

ORGANIZATIONAL CHART

