

WASHBURN COUNTY BOARD OF SUPERVISORS AGENDA

July 21, 2020

6:00 p.m.

County Board Room, Elliott Building, Shell Lake, Wisconsin

WASHBURN COUNTY WILL BE FOLLOWING RECOMMENDED GUIDELINES FOR MASKING & SOCIAL DISTANCING. IF YOU ARE ILL PLEASE DO NOT ATTEND. THIS MEETING WILL BE AVAILABLE VIA WEBEX INSTRUCTIONS BELOW.

1. Call Meeting to Order – Chair Mackie
2. Moment of Silent Meditation and Pledge of Allegiance – Supv. Wilson
3. Notice of Meeting - County Clerk Olson
4. Roll Call – County Clerk Olson
5. Approval of June 16, 2020 County Board Proceedings
6. Concerned Citizens
7. COVID-19 Response Update – Cheri Nickell

- 8. Consent Agenda**
 - A. Resolution Amending Washburn Code of Ordinances, Chapter 60, Article II, Sec. 60-27 Address Sign Policies re: Fine Increase

- 9. Other Resolutions and Ordinances**
 - A. Resolution to Transfer Funds from Solid Waste to Recycling Fund – Supv. Haessig
 - B. Resolution to Increase 2020 Sheriff's Office Budget re: Grant Award – Supv. Haessig
 - C. Resolution to Increase 2020 ADRC Budget re: Technology Grant – Supv. Haessig
 - D. Resolution to Increase 2020 Aging Budget re: GWAAR Annual Adjustments – Supv. Haessig
 - E. Resolution to Increase 2020 Aging Budget re: GWAAR COVID-19 Grants – Supv. Haessig
 - F. Resolution to Increase 2020 Aging Budget re: COVID-19 Donations – Supv. Haessig
 - G. Resolution to Increase 2020 Aging Budget re: COVID-19 Meals on Wheels Grant – Supv. Haessig
 - H. Resolution Denying a Claim – Rose Carlson – Chair Mackie
 - I. Resolution Approving Update to Washburn County Tourism Contract – Supv. Featherly

10. Committee Reports
11. Chair Appointments
12. Citizen Comments
13. Chair Comments
14. Possible Future Agenda Items
15. Audit Per Diems
16. Adjourn

Respectfully submitted this 16th day of July 2020
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 AGENDA - DRAFT

June 16, 2020

6:00 p.m.

County Board Room, Elliott Building, Shell Lake, Wisconsin

1. Call Meeting to Order at 6:00 pm by Chair Mackie.
2. Moment of Silent Meditation and Pledge of Allegiance was done by Supv. D. Wilson.
3. Notice of Meeting was read by County Clerk Olson.
4. Roll Call was done by County Clerk Olson. Present: (20*), Absent/Excused: (1) D. Haessig; Youth: (2) Gunderson, Olson. (*District 15 Representative Justin Quinn was sworn in after Roll Call.)
5. Approval of April 9, 2020 and April 21, 2020 County Board Proceedings- motion by D. Masterjohn, 2nd by D. Wilson, MC on voice vote.
6. Ratification of Appointment and Oath of Office for District 15 County Board Supervisor - Chair Mackie presented Justin Quinn to the board for ratification, 2nd by Supv. D. Masterjohn; MC on voice vote. Clerk Olson administered Oath of Office.
7. Introduction of New Youth Representatives to the County Board – Noah Olson, Keegan Gunderson were introduced by Chair Mackie. Certificates of Appointment were given to both.
8. Proclamation in Recognition of Register of Deeds Week – a list of past ROD's was also presented. Motion by Supv. B. Olsgard, 2nd by Supv. C. Masterjohn to approve the proclamation sent by Governor Evers; one naye – Supv. S. Sather; MC.
9. Update and Discussion on COVID-19, Cheri Nickell, Public Health; Mike Schafer, CEO of Spooner Health; Shannon Jack, Administrator of Indianhead Medical Center – Shannon Jack presented. Mike Schafer stated that they have a surge plan in place; they look at hospitalizations vs the number of cases and although they have not seen the first wave here yet, they do expect to see somewhat of an increase of patients that are mildly symptomatic or asymptomatic and are prepared as well as they can be for the fall. As the lead for public health and in working closely with both Spooner and Shell Lake facilities, Public Health Official Cheri Nickell stated that we have not seen the influx since Memorial Day that they had been expecting and that the state is still recommending testing just symptomatic cases. Cheri is part of the planning process for school openings in the fall where the biggest issue is transportation due to lack of social distancing on the school bus. Shannon Jack reported that most businesses are opening up with safety measures in place and are concerned with the economic impact and that individual physicians have different opinions with more thought on how to reopen. They are taking precautions, rearranging offices and masking when in close contact. County staffing levels, as well as reopening of county buildings will be done in a safe manner to limit exposure. Chair Mackie thanked Mr. Jack and Mr. Schafer for the information presented on what our health care system can do.
10. Presentation of Annual Report by Highway Commissioner, Brian Danielsen – 2020 Annual Report given. Highlights included the 5 year plan along with completed and upcoming projects. Priority is to maintain state system, then county, then townships. Capacity for serving townships was discussed. Supv. Stariha thanked the Highway Commissioner for his efficiency and use of technology.

Chair Mackie recognized Jim Miller from Senator Ron Johnson's office who introduced himself and stated that he is doing a tour of counties to listen and get input from county boards. Jim reviewed the impact of COVID on revenue short falls. Chair Mackie thanked Mr. Miller for his visit.

11. **Consent Agenda** was approved on motion by Supv. D. Wilson, 2nd by Supv. H. Graber; MC.

- A. Rezone Petition and Amendatory Ordinance
- B. **Resolution 41-20 Adopting the Washburn County All Hazards Mitigation Plan Update**
- C. **Resolution 42-20 to Grant Easement to Wisconsin Great Northern Railway**

12. **Other Resolutions and Ordinances**

- A. **Resolution 43-20, Resolution of Necessity** – Chair Mackie presented. Motion to approve by Supv. D. Wilson, 2nd by Supv. C. Masterjohn. Discussed need for property for potential jail expansion, parking, place to put snow. Supv. C. Stariha wants the county to do a survey to see where the property is and how many parking spots it could hold, as well as cost. Land Information Officer Nathan Nelson reported that the right of way was done by the state not too long ago and that it would not be difficult to do a survey. Purchase of the property will come back to the board per Chair Mackie. No fiscal impact at this time. Motion on voice vote carried with no negative votes.
- B. **Resolution 44-20 to Increase the 2020 Sheriff's Budget due to \$500 Grant Award** – Supv. D. Masterjohn presented and moved to approve, 2nd by Supv. B. Olsgard. Roll Vote: Yes (20), Excused (1); Youth: Yes (2); MC.
- C. **Resolution 45-20 to Rescind Resolution 45-19 re: 2019 Aging Dept Budget for PALS Grant** – Supv. L. Featherly presented and moved to approve, 2nd by Supv. B. Olsgard. Roll Vote: Yes (20), Excused (1); Youth: Yes (2); MC.
- D. **Resolution 46-20 to Increase 2020 Platbook Fund for Surveyor/Land Information Dept Budget re: Private Road Signs** – Supv. D. Masterjohn presented and moved to approve, 2nd by Supv. C. Stariha. Nathan Nelson gave background on the replacement of all 911 signs in the county; Law Enforcement Committee agreed that this was the best way to deal with providing the 911 signs and was less expensive to do rather than special assessments. Roll Vote: Yes (20), Excused (1); Youth: Yes (2); MC.
- E. **Resolution 47-20 to Utilize Highway Fund Balance to Repair Unit #146 Trailer** – Supv. D. Masterjohn presented and moved to approve, 2nd by Supv. B. Reiter. Roll Vote: Yes (20); Excused (1); Youth: Yes (2); MC.

13. Committee Reports – postponed at this time.

14. Chair Appointments – none at this time.

15. Chair Comments – maybe by July we can get back to normal seating; felt more comfortable after hearing from the hospital administrators.

16. Possible Future Agenda Items – updates on COVID-19; possible tour; business statistics; re-opening plans for county; budget info for committees and how revenue short fall will affect us.

17. Audit Per Diems on motion by Supv. D. Masterjohn, 2nd by Supv. C. Masterjohn; MC.

18. Adjourn at 7:40 p.m. on motion by Supv. D. Masterjohn, 2nd by Supv. C. Masterjohn; MC.

**A Resolution amending the Washburn County Code of Ordinances, Chapter 60 –
STREETS, SIDEWALKS AND OTHER PUBLIC PLACES – ARTICLE II. –
ADDRESSING AND ROAD NAMING, Sec. 60-27 Address sign policies**

WHEREAS, Chapter 60 Section 25(a) – The countywide 911 system requires that each parcel with a principle building improvement and/or any structure or temporary unit such as but not limited to sheds, garages, campers, tents and/or recreational shelters that are being used as part-time or full-time for sleeping or recreation, must have a fire number/property address;

WHEREAS, Section 60-27 Enforcement, does not adequately cover the real direct & indirect costs associated with Enforcement of the Code;

WHEREAS, Section 60-27 Enforcement, currently reads *“Failure to comply with any section of this article is punishable, upon conviction, of a fine only not to exceed \$100.00.”*

WHEREAS, the \$100.00 fine covers only the cost of the sign and does not include any other costs such as direct and/or indirect costs incurred by Washburn County Emergency Management, GIS, Corporation Counsel or Sheriff in addressing non-compliant issues;

THEREFORE, BE IT RESOLVED that the attached amended ordinance be adopted this day, amending the current ordinance referenced above to read *“Failure to comply with any section of this article is punishable, upon conviction, of a fine not to exceed \$250.00 plus the sign fee of \$100.00”*;

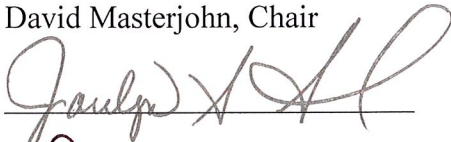
BE IT FURTHERMORE; That said Ordinance be incorporated in the Washburn County Code of Ordinances, Chapter 60 – STREETS, SIDEWALKS AND OTHER PUBLIC PLACES – ARTICLE II. – ADDRESSING AND ROAD NAMING, Sec. 60-27 Address sign policies and be effective upon approval.

FISCAL IMPACT: None

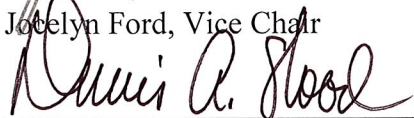
Recommended for adoption by the Washburn County Law Enforcement/Emergency Management Committee this 9th day of July 2020.



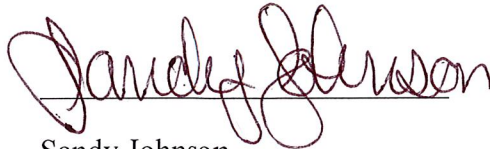
David Masterjohn, Chair



Jocelyn Ford, Vice Chair



Dennis Wood



Sandy Johnson



Justin Quinn

RESOLUTION # _____

**RESOLUTION TO TRANSFER FUNDS FROM THE SOLID WASTE FUND
TO THE RECYCLING FUND**

WHEREAS, Washburn County receives tipping fee revenue quarterly from Republic Services for the operation of the landfill located in the Town of Sarona; and

WHEREAS, a portion of the fees is allocated to the Solid Waste Fund to be used as the Local Monitoring Committee, Town of Sarona, and Washburn County determine. The fund has an accumulated fund balance of \$211,530.37 as of December 31, 2019; and

WHEREAS, the Local Monitoring Committee and the Town of Sarona recommend reducing the fund balance down to \$150,000 with the pay down to be split between the Town of Sarona and Washburn County per the percentages identified in the Agreement-Disposal Fee Disposition (47.1% Sarona & 52.9% County) dated December 20, 2005; and

WHEREAS, \$61,530.00 of the accumulated fund balance of \$211,530.37 as of December 31, 2019 is to be split 47.1% to Sarona and 52.9% to the County,

WHEREAS, Washburn County passed resolution #15-02, *Resolution to Formally Commit Specific revenue Sources and Establish Specific Uses of Those Resources*, which requires formal governance action to transfer funds from Special Revenue Funds; and

WHEREAS, the Washburn County Finance Committee recommends transferring the county portion of the fund balance pay down to the Recycling Fund.

THEREFORE BE IT RESOLVED that \$28,981 is paid to the Town of Sarona and Washburn County according to the percentages previously used and the County portion of \$32,549 is transferred to the Recycling Fund.

**FISCAL IMPACT: Transfer of Funds - \$32,549
Paid to Town of Sarona \$28,981**

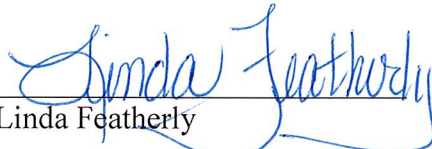
Recommended for adoption by the Washburn County Solid Waste Committee & the Finance Committee this 2nd day of July 2020



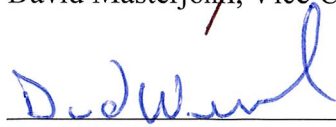
David Haessig, Chair



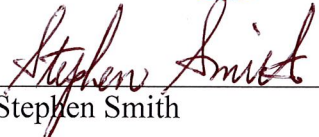
David Masterjohn, Vice Chair



Linda Featherly



David Wilson



Stephen Smith

RESOLUTION # _____

RESOLUTION TO INCREASE THE
2020 SHERIFFS OFFICE BUDGET ADJUSTMENT DUE TO GRANT AWARD
FOR FISCAL YEAR 2020

WHEREAS, the Sheriff's Office has received a donation from Kwik Trip in the amount of \$500.00 towards graphics for the enclosed emergency response generator trailer;

WHEREAS, Sheriff's Office did not budget for a potential grant award from Kwik Trip in the estimated amount of \$500.00 for Fiscal Year 2020;

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

THEREFORE, BE IT RESOLVED; that the 2020 Sheriff's (#100.52100) budget be increased \$500.00 for this grant award.

FISCAL IMPACT: Grant \$500.00

Revenue: 100.52100-43805

Expense: 100.52100.50805

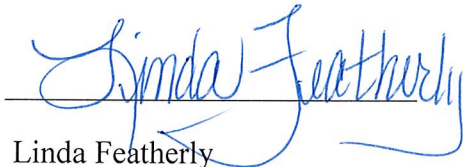
Recommended for adoption by the Washburn County Finance Committee this
2nd day of July 2020.



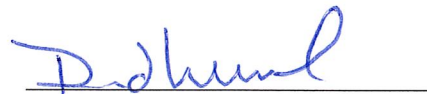
David Haessig, Chair



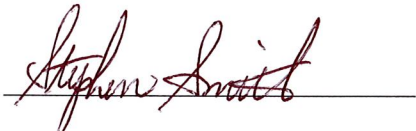
David Masterjohn, Vice Chair



Linda Featherly



David Wilson



Stephen Smith

**RESOLUTION TO INCREASE THE 2020 ADRC BUDGET – ADDITIONAL GRANT
FUNDS AWARDED FOR ADRC TECHNOLOGY PURCHASE**

WHEREAS, the ADRC identified a need for additional portable workstations and requested additional ADRC grant funds through Barron County. The funds were awarded to purchase five laptops with cameras and cases, three wireless headsets, six multifunction portable printers, one mobile hotspot, plus software licensing; and

WHEREAS, the grant was not previously budgeted in the 2020 ADRC budget; and

WHEREAS, the ADRC has accepted the additional grant funds in the amount of \$8,000.00 which will be receipted in the ADRC revenue account 238.54600-43563 and will be expended for the technology purchase using account 238.54600-50805.

THEREFORE BE IT RESOLVED; that the 2020 ADRC budget shall be increased \$8,000.00 in the two above revenue and expense accounts for the additional grant.


FISCAL IMPACT: \$8,000.00

Recommended for adoption by the Washburn County Finance Committee

this 2nd day of July, 2020.



David Haessig, Chair




Stephen Smith, Member



Linda Featherly, Member



David Masterjohn, Vice Chair



David Wilson, Member

**RESOLUTION TO INCREASE THE 2020 UNIT ON AGING DEPARTMENT BUDGET –
GWAAR ANNUAL ADJUSTMENTS**

WHEREAS, the Unit on Aging Department receives funding from the State of Wisconsin for various programs, and throughout the year the State will amend the amount of grants.

THEREFORE BE IT RESOLVED, the Washburn County Aging and Disability Services Committee recommends to increase the 2020 Unit on Aging budget in the amount of \$13,997.00 using the revenue and expense account breakdowns listed below; and

THEREFORE BE IT FURTHER RESOLVED; that the 2020 Unit on Aging budget shall be increased \$13,997.00 for the additional grant funding received using the listed revenue and expense accounts in the table below.

Revenue Account Number	Payment/Funding Description	Original Budgeted	Amended Budget	Change	Expense Account Number
240.61110.43563	3B Aging/GWAAR 3B	\$26,543.00	\$ 26,685.00	\$ 142.00	240.61110.50340
240.61200.43563	3D PI/GWAAR 3D PI - Prev. Health	\$ 2,183.00	\$ 12,179.00	\$ 9,996.00	240.61200.50225 \$4,800.00 240.61200.50805 \$3,280.00 240.61200.50340 \$1,916 .00
240.61500.43563	3E Aging/GWAAR 3E - NFCSP	\$10,692.00	\$ 13,845.00	\$ 3,153.00	240.61500.50225 \$2,400.00 240.61500.50805 \$ 753.00
240.61600.43563	ALZ/GWAAR AFCSP	\$ 9,437.00	\$ 9,732.00	\$ 295.00	240.61600.50295
240.62555.43563	C2 HDM/GWAAR HDM/NSIP/SSCS	\$40,119.00	\$ 40,818.00	\$ 699.00	240.62555.50272
240.63101.43563	C1 Birchwood/GWAAR Congregate/NSIP	\$16,596.00	\$ 16,107.00	\$ (489.00)	240.63101.50272
240.64101.43563	C1 Minong/GWAAR Congregate/NSIP	\$19,836.00	\$ 19,369.00	\$ (467.00)	240.64101.50272
240.65101.43563	C1 Shell Lake/GWAAR Congregate/NSIP	\$ 8,821.00	\$ 8,933.00	\$ 112.00	240.65101.50272
240.66101.43563	C1 Spoooner/GWAAR Congregate/NSIP	\$16,598.00	\$ 16,108.00	\$ (490.00)	240.66101.50272
240.67101.43563	C1 Economart/GWAAR Congregate/NSIP	\$10,149.00	\$ 10,238.00	\$ 89.00	240.67101.50272
240.62160.43563	Transportation 85.21 State Grant	\$79,463.00	\$ 80,420.00	\$ 957.00	240.62160.50330 \$200.00 240.62160.50310 \$200.00 240.62160.50340 \$557.00

Total
Change: \$ 13,997.00

Page 2 RESOLUTION TO INCREASE THE 2020 UNIT ON AGING DEPARTMENT BUDGET –
GWAAR ANNUAL ADJUSTMENTS

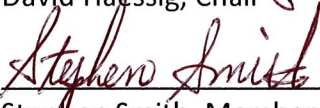
FISCAL IMPACT: \$13,997.00

Recommended for adoption by the Washburn County Finance Committee

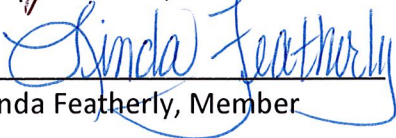
this 2nd day of July, 2020.



David Haessig, Chair



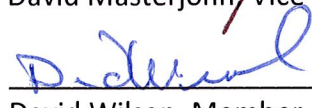
Stephen Smith, Member



Linda Featherly, Member



David Masterjohn, Vice Chair



David Wilson, Member

**RESOLUTION TO INCREASE THE 2020 UNIT ON AGING DEPARTMENT BUDGET – GWAAR
COVID-19 Grants**

WHEREAS, the Unit on Aging received two COVID-19 funding grants through the State of Wisconsin for 2020 through the Families First Coronavirus Response Act (FFCRA) and the Coronavirus Aid, Relief, and Economic Security Act (CARES).

WHEREAS, the grant funds were not previously budgeted in the 2020 Unit on Aging budget; and

THEREFORE BE IT RESOLVED, the Washburn County Aging and Disability Services Committee recommends to increase the 2020 Unit on Aging budget in the amount of \$68,979.00 using the revenue and expense accounts listed below.

THEREFORE BE IT FURTHER RESOLVED; that the 2020 Unit on Aging budget shall be increased \$68,979.00 for the additional grant funding received using the listed revenue and expense accounts in the table.

Revenue Account Number	Payment/Funding Description	Original Budgeted	Amended Budget	Change	Expense Account Number
240.62555.43563	C2 HDM/GWAAR - FFCRA HDM - COVID-19	\$ -	\$ 15,522.00	\$ 15,522.00	240.62555.50810 \$ 4,000.00 240.62555.50311 \$ 500.00 240.62555.50272 \$11,022.00
240.61110.43563	3B Aging/GWAAR CARES B - COVID-19	\$ -	\$ 18,098.00	\$ 18,098.00	240.61110.50340
240.62555.43563	C2 HDM/GWAAR - CARES C/HDM - COVID-19	\$ -	\$ 29,183.00	\$ 29,183.00	240.62555.50272
240.61500.43563	3E Aging/GWAAR - CARES E/NFCSP - COVID-19	\$ -	\$ 6,176.00	\$ 6,176.00	240.61500.50290

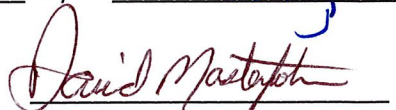
Total Change: \$ 68,979.00

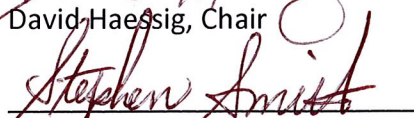
FISCAL IMPACT: \$68,979.00

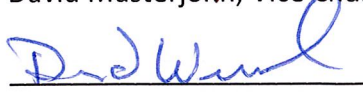
Recommended for adoption by the Washburn County Finance Committee

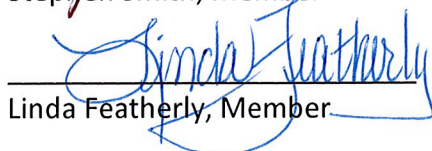
this 2nd day of July, 2020.


David Haessig, Chair


David Masterjohn, Vice Chair


Stephen Smith, Member


David Wilson, Member


Linda Featherly, Member

RESOLUTION # _____

RESOLUTION TO INCREASE THE 2020 UNIT ON AGING DEPARTMENT BUDGET – COVID-19 Donations (Monetary)

WHEREAS, the Unit on Aging has received COVID-19 donations from citizens as well as various state and local organizations to be used towards the Home Delivered Meals program; and

WHEREAS, the total COVID-19 monetary donations received from March 1, 2020 through June 26, 2020 was \$5,090.00; and

WHEREAS, the total COVID-19 in-kind donations were valued at \$6,120.14 from March 1, 2020 through June 26, 2020, but are not physically budgeted in the Aging budget; and

WHEREAS, COVID-19 donations were not previously budgeted in the 2020 Unit on Aging budget; and

WHEREAS, the Unit on Aging has received monetary donations in the amount of \$5,090.00 and were receipted in the Unit on Aging revenue account 240.62555-48901 and will be expended for Home Delivered Meals expenses using account 240.62555-50272.

THEREFORE BE IT RESOLVED, that the 2020 Unit on Aging budget be increased \$5,090.00 in the two above revenue and expense accounts for the additional monetary donations.

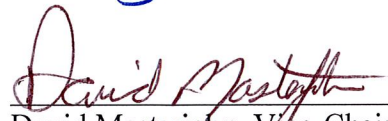
FISCAL IMPACT: \$5,090.00

Recommended for adoption by the Washburn County Finance Committee

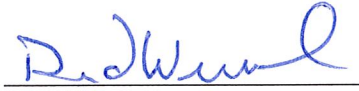
this 2nd day of July, 2020.



David Haessig, Chair



David Masterjohn, Vice-Chair



David Wilson, Member



Linda Featherly, Member



Stephen Smith, Member

RESOLUTION # _____

**RESOLUTION TO INCREASE THE 2020 UNIT ON AGING
DEPARTMENT BUDGET – COVID-19 Response Fund Meals on Wheels
America Grant**

WHEREAS, the Unit on Aging applied for and was awarded a grant through Meals on Wheels America; and

WHEREAS, the total COVID-19 Response Fund Meals on Wheels America amount awarded was \$7,500.00; and

WHEREAS, the grant was not previously budgeted in the 2020 Unit on Aging budget; and

WHEREAS, the Unit on Aging has now received the 2020 grant in the amount of \$7,500 which has been receipted in the Unit on Aging revenue account 240.62555-48901 and will be expended for Home Delivered Meals expenses for Shelf Stable Meals using account 240.62555-50272.

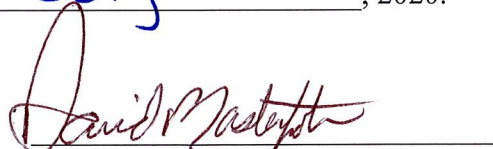
THEREFORE BE IT RESOLVED, the 2020 Unit on Aging budget shall be increased \$7,500.00 in the two above revenue and expense accounts for the additional grant.


FISCAL IMPACT: \$7,500.00

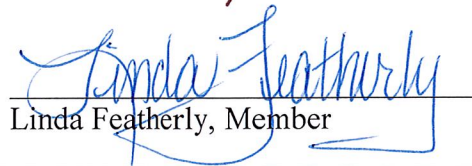
Recommended for adoption by the Washburn County Finance Committee

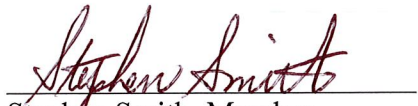
this 2nd day of July, 2020.


David Haessig, Chair


David Masterjohn, Vice-Chair


David Wilson, Member


Linda Featherly, Member


Stephen Smith, Member

RESOLUTION # _____

A RESOLUTION DENYING A CLAIM
ROSE CARLSON –vs- WASHBURN COUNTY

WHEREAS, Rose Carlson by her Attorney Matthew C. Lein, has served the Washburn County Clerk with the attached notice of claim and circumstances pursuant to Wis. Stat. § 893.80(1d)(a), on July 13, 2020; and

WHEREAS, the matter has been submitted to the County’s insurance company, Aegis/Wisconsin County Mutual Insurance Corporation who, after consultation with the Washburn County Corporation Counsel, recommends that the claim be denied.

THEREFORE, BE IT RESOLVED, that the claim of Rose Carlson is denied.

THEREFORE, BE IT FURTHER RESOLVED, that notice of disallowance be served on the claimant and her attorney by certified mail pursuant to Wis. Stat. §893.80(1g).

FISCAL IMPACT: None

The foregoing resolution was adopted by the Washburn County Executive Committee at its meeting on July 15, 2020 and Passed/Defeated by a vote of _____ to _____ by the Washburn County Board of Supervisors on this _____ day of _____, _____.

Thomas J. Mackie, Chair

David Wilson, 1st Vice Chair

David Masterjohn, 2nd Vice Chair

David Haessig, Member

Hank Graber

NOTICE OF CLAIM

RECEIVED

JUL 13 2020

Olson

To:

Thomas Mackie
Washburn County Chairman
W9065 Lower McKenzie Rd
Spooner, WI 54801

Gary Cuskey
City of Spooner Mayor
515 N Summit Street
Spooner, WI 54801

✓ Lolita Olson
Washburn County Clerk
10 4th Avenue
Shell Lake, WI 54871

Jerry Christman
City of Spooner Police Chief
221 Elm Street
Spooner, WI 54801

Patricia Parker
City of Spooner Clerk
515 Box 548
Spooner, WI 54801

1. Claimant, Rose Carlson, is an adult who resides at N7777 Lakeside Road, Trego, WI 54801.
2. Please note that this claim is presented pursuant to Wis. Stat. 893.80(1d)(b). Attached hereto is a copy of the Notice of Circumstances of Claim which was previously served upon the above individuals pursuant to Wis. Stat. 893.80(1d)(a). (Ex. A)
3. Rose Carlson hereby makes a claim for damages arising from the injuries he sustained in a slip and fall accident that occurred on September 30, 2019, and hereby seeks damages for the following items:
 - a. Money damages for past and future medical expenses, past and future wage loss and future loss of earning capacity, and past and future pain and suffering in the amount of \$50,000.00.
4. Rose Carlson hereby demands \$50,000.00 to settle her claim.

Date: July 5, 2020

Electronically signed by Matthew C. Lein

Matthew C. Lein, 1084028

Lein Law Offices

15692 Hwy 63 North

PO Box 761

Hayward, Wisconsin 54843

Telephone: (715) 634-4273

Fax: (715) 634-5051

Email: mlein@leinlawoffices.com

NOTICE OF CIRCUMSTANCES OF CLAIM

To:

Thomas Mackie
Washburn County Chairman
W9065 Lower McKenzie Rd
Spooner WI 54801

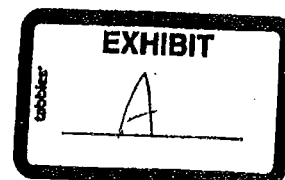
Gary J. Cuskey
City of Spooner - Mayor
515 N Summit Street
PO Box 548
Spooner WI 54801

Lolita Olson
Washburn County Clerk/County
Board Secretary
P.O. Box 639
10 4th Avenue
Shell Lake, WI 54871

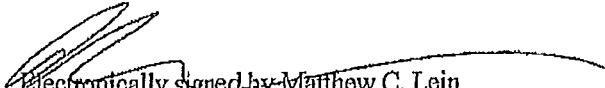
Jerry Christman
City of Spooner - Police Chief
221 Elm St
PO BOX 6
Spooner WI 54801

Patricia Parker
City of Spooner - Clerk
515 N Summit Street
PO Box 548
Spooner WI 54801

1. Rose Carlson is an adult who resides at N7777 Lakeside Road, Trego, WI 54801.
2. Rose Carlson was injured due to the negligence of the Washburn County Sheriff's Department and the Spooner Police Department because an employee of one of those agencies caused Rose Carlson to fall down a stairwell.
3. The circumstances of the claim are as follows: September 30, 2019, at approximately 11:00 pm, Rose Carlson was pushed down the stairwell while Douglas Ironmoccasin was being evacuated from 513 Dale Street, Spooner, WI 54843.
4. As a direct and proximate result of the negligence of the above-named party, Rose Carlson suffered personal injuries, including, but not limited to a broken bone, past and future medical expenses, and past pain and suffering.
5. At all times material to this matter, the above-named parties had actual notice of the incident described above and the injuries and damages to Rose Carlson.
6. Please be advised that Rose Carlson hereby gives notice to Lolita Olson (Clerk/Secretary), Thomas Mackie (Washburn County Chairman), Patricia Parker (Clerk), Gary Cuskey (Mayor), and Jerry Christman (Police Chief) of the circumstances giving rise to the claim of Rose Carlson pursuant to Wis. Stat. §893.80(l)(a).
7. Please be advised that this Notice of Circumstances of Claim is not a Notice of Claim pursuant to Wis. Stat. § 893.80(l)(b) as no claim for damages is made at this time.



Date: November 1, 2019



Electronically signed by Matthew C. Lein

Matthew C. Lein, 1084028
Lein Law Offices
15692 Hwy 63 North
PO Box 761
Hayward, Wisconsin 54843
Telephone: (715) 634-4273
Fax: (715) 634-5051
Email: mlein@leinlawoffices.com

RESOLUTION # _____

**A RESOLUTION APPROVING THE CONTRACT BETWEEN
WASHBURN COUNTY AND SPOONER CHAMBER et al.**

WHEREAS, the Public Property and Land Sale Committee has set forth a financing maintenance and operating agreement between Washburn County, The Spooner Area Chamber of Commerce, Inc., The Spooner Rodeo Committee Inc., and the Washburn County Tourism Association, Inc., relating to the use of property located at 122 River Street Spooner.

WHEREAS, the above parties have negotiated the terms including and not limited to the rental fees, maintenance, insurance and reporting and usage,

WHEREAS, the Public Property Committee believes this agreement to be in the best interest of the county for its residents and tourism,

THEREFORE, BE IT RESOLVED, that the attached agreement be approved.

FISCAL IMPACT:

The foregoing resolution was adopted by the Washburn County Public Property and Land Sale Committee at its meeting on July 6, 2020 and Passed/Defeated by a vote of ____ to ____ by the Washburn County Board of Supervisors on this ____ day of _____, _____.

Linda Featherly, Chair

Clint Stariha, Vice Chair

Mark Radzak

Steven Sather

Hank Graber

Agreement between Washburn County, The Spooner Area Chamber of Commerce, Inc., The Spooner Rodeo Committee, Inc., and the Washburn County Tourism Association, Inc., relating to operations and use of property located at 122 N. River Street, Spooner.

PURPOSE:

It is the intent of the parties that this document shall set forth the financing, maintenance and operating agreement between the parties regarding the subject property.

TERMS:

1. **Limitation on Use:** The subject property shall solely be used for purposes permitted by section 59.56(10) Wis. Stats. by the Spooner Area Chamber of Commerce Inc., Spooner Rodeo Committee Inc., and Washburn County Tourism Association Inc. Any violation of this limitation on use may be enforced through injunctive relief. Should any of the parties cease to exist, the use of the vacated space may, by agreement of all the remaining parties, be transferred to a new user so long as its use is consistent with uses permitted herein. Any right to use the subject property created herein may not be transferred without consent of the Washburn County Public Property Committee. Parties agree all activities that occur under this agreement are in compliance with local, state and federal law.
2. **Term:** Services under this Agreement shall commence January 1, 2020 and shall continue through December 31, 2020. The Agreement shall automatically renew each successive year unless a party gives notice to the other in writing of termination at least sixty (60) days prior to the termination hereof.
3. **Rent:** The Chamber, the Rodeo and Tourism (hereinafter collectively referred to as "tenants") shall pay rent effective upon occupancy for their use of the subject building as set forth in the following table. The County has the right to adjust rent amounts based on actual operational and maintenance expenses. The Tourism Executive Director or designee shall be responsible for the building operational account and utility payments with quarterly reporting to the County Finance director.

TENANT	PERCENT USE	MONTHLY RENT
Chamber	25%	\$150.00
Rodeo	25%	\$150.00
Tourism	50%	\$300.00

- A. Rent is due by the beginning of each quarter or payable annually by January 15th to the joint, segregated building account to be held by and managed by the Tourism Executive Director. Said fund shall be ongoing, non-refundable and shall only be used for maintenance and ongoing expenses of the property. Maintenance is defined as upkeep and repairs to maintain the

property in a good, safe operating condition. Any unforeseen maintenance such that there are not sufficient funds in the account, each tenant shall pay their share proportionately. All utility costs will be shared proportionately by the tenants as outlined in the schedule disclosed above.

4. **Management:** The tenants are hereby granted the use of the subject building and appurtenant property for purposes not inconsistent with this agreement. In return therefore, the Tenants agree to be responsible for daily management of the facility, including but not limited to security, safety, maintenance, and scheduling.
5. **Maintenance:** The tenants agree to maintain their individual areas of the Property in a functional, clean and safe manner. Further, they agree to make arrangements among themselves to maintain in a functional, clean, and safe manner the common areas (such as the shared lobby, restroom, utility & staff room) of said Property including but not limited to snow removal and trash disposal. The County is not responsible for janitorial work relating to the Property.

Current & General Conditions (Subject to Change): County provides general maintenance labor; City provides snow removal and lawn care services.

Tenants must report any unsafe condition immediately to the county and other tenants.

6. **Notice Required:** If a tenant chooses to vacate their space and terminate their portion of this agreement, a written 60-day notice of intent is required to be sent to the County. Official communications between the tenants and the County shall be in writing and channeled between the County Facility Operations Director and the Tourism Executive Director or designee at the above addresses. The Tourism Executive Director or designee shall give the County Facility Operations Director notice as set forth herein before performing major maintenance or making structural changes to the building property. Likewise, the County agrees to give the Tenants reasonable notice before taking any action which would physically affect the property.

7. **Insurance:** Each tenant shall provide its own casualty insurance for its own property at the replacement value. Each tenant shall procure and maintain liability insurance coverage for its operations and events and shall provide a current certificate of insurance with coverages acceptable to the County to the County Administrative Coordinator. The County and other tenants shall be named as additional insured. The tenants agree to hold the County harmless against any and all claims resulting against the County from the tenants' operations and each party will be responsible for its own negligent acts or omissions. Each party shall be responsible for waste or damage to the property caused by its use or event. Any loss or expense or resultant legal liability involving personal injury or property damage will be the responsibility of the party whose employee or agent may have caused the loss or expense by his or respective acts or omissions which occurred or may occur in connection with this agreement.

Parties agree to fully indemnify and hold harmless from and against all claims, actions, judgments, cost and expenses arising out of damages or injuries to third persons or their property caused by the fault or negligence of the said party, its agents or employees, in the performance of this agreement. Parties shall give to each other prompt and reasonable notice of any such claim or actions and the other party shall the right to investigate, compromise and defend the same.

The County shall hold general liability insurance for the Property.

8. **Joint Annual Report:** Each tenant shall annually submit a written report to the Tourism Executive Director or designee by January 15th. The report shall contain the following:
 - Statement on increase or decrease of each tenant's usage, describing the use.
 - Copies of face pages of insurance policies required under this agreement.The joint annual report shall be prepared & and submitted by the Tourism Executive Director or designee to the County no later than March 1st and shall contain the information provided by each tenant, plus:
 - Statement as to physical condition of the premises including any safety concerns
 - Statement as to maintenance fund balance
 - Statement as to projected expenditures from the maintenance fund
9. **Severability:** Should any article or part of any article of this Agreement be rendered void or unenforceable for any reason, such determination shall not render invalid or unenforceable any other article in this Agreement.
10. **Jurisdiction:** The laws of the State of Wisconsin shall govern this Agreement and venue shall be exclusively the Washburn County Circuit Court.
11. **Public Records:** Parties understand the County is bound by public records under Wis. Stat 19.31.
12. **Integration of Agreement:** This agreement supersedes all previous agreements.
13. **Authority to Enter Agreement:** By signing below, parties affirm they have read and understand the agreement of 4 pages and have authority to enter into the agreement on behalf of the entity for whom they are signing.

REFERENCE:

1. The Washburn County Board of Supervisors (hereinafter "County") has been offered certain property described as Lots 11 and 12, of Block 11 of the First Addition to the City of Spooner (hereinafter "Property") from the Spooner Area Chamber of Commerce, Inc. (hereinafter "Chamber") with the condition that the County build thereon by the end of calendar year 1999 a building for the use of the Chamber, the Spooner Rodeo Committee Inc. (hereinafter "Rodeo") and the Washburn County Tourism Association (hereinafter "Tourism") to be maintained under the jurisdiction of the Washburn County Public Property Committee (hereinafter "Committee") pursuant to terms set forth in this document. This document will be attached to the deed conveying to the County and shall serve as a deed restriction.
2. The County, Rodeo, Tourism, and Chamber are independent entities. The County has no requirement but does have the Statutory authority per 1997-98 Wis. Stats. Sec. 59.56

to appropriate funds to advertise the advantages, attractions and resources of the county and cooperate with any private group in this work.

3. The assumed project cost is \$150,000. Of that sum, the lot value is \$45,000 and the building cost is expected to be \$105,000.
4. The Chamber agrees to convey the subject lot to the County without encumbrance except for the stated deed restriction.

WASHBURN COUNTY BOARD OF
SUPERVISORS

SPOONER AREA CHAMBER OF
COMMERCE, INC

By: Thomas Mackie, Chair

By: Jorgan Staupe, President

Dated:_____

Dated:_____

WASHBURN COUNTY TOURISM
ASSOCIATION, INC.

SPOONER RODEO COMMITTEE, INC.

By: Liza Temple, President

By: Richard Fankhauser, Chair

Dated:_____

Dated:_____