

JUDICIAL & LEGISLATIVE COMMITTEE

DATE: Friday, August 7, 2020

TIME: 9:00 a.m.

LOCATION: Room 114, Wood County Courthouse

1. Call meeting to order.
2. Public comments. Now or at the time the item is taken up. Rules may apply.
3. Review minutes of previous meeting.
4. Review any claims and notices of injury against the County, as necessary.
5. Review any Dog License Fee Fund claims.
6. Review for approval the vouchers and monthly reports of departments the committee oversees.
 - a. Review memorandum of Corporation Counsel entitled "Contracts: Indemnification Provisions."
7. Presentation of correspondence and legislative issues or referrals and recognition of Legislators who may be present.
 - a. Report of Citizens Groundwater Group.
8. Review of County Board Rules.
 - a. Duties of second vice chairperson
9. Criminal Justice Coordinator Committee update.
10. Attendance at meetings.
11. Consideration of agenda items for next meeting.
12. Set date and time of next meeting.
13. Tour District Attorneys new offices.
14. Adjourn.

Join by phone

+1-408-418-9388 United States Toll

Meeting number (access code): 146 284 3333

Join by WebEx App or Web

<https://woodcountyiwi.webex.com/woodcountyiwi/j.php?MTID=m393ba478ff0e17bce850d78e07019638>

Meeting number (access code): 146 284 3333

Meeting password: JL0807

MINUTES OF THE JUDICIAL AND LEGISLATIVE COMMITTEE

DATE: July 10, 2020
 TIME: 8:15 a.m.
 PLACE: Room 114, Wood County Courthouse
 TIME ADJOURNED: 9:50 a.m.
 MEMBERS PRESENT: Chairman Bill Clendenning, Bill Leichtnam,
 Kenneth Curry, Ed Wagner, Joseph Zurfluh
 OTHERS PRESENT: Peter Kastenholz. See attached list.

1. At 8:15 a.m., the meeting was called to order.
2. Public comments. None noted.
3. The minutes for the June 5, 2020, meeting were reviewed. There being no objections, the minutes were deemed approved by the Chair.
4. The Committee reviewed the claims of Sue Lloyd and Michael Ross. These claims will be provided to the county board.
5. There were no new animal claims against the County.
6. Committee reviewed monthly voucher and department reports of the departments it oversees. **Moved by Wagner, seconded by Leichtnam, to approve the reports and payment of department vouchers. All ayes.**

Several department heads that report to the committee gave brief updates and responded to questions of the committee members.

General discussion on transfer of duties on juvenile cases from District Attorney's office to Corporation Counsel's office. Before any transition would happen, Health & Human Services and Judicial & Legislative Committees would meet to discuss the matter.

7. District Attorney Craig Lambert advised the committee about potential upcoming costs on cold cases. **Moved by Wagner, seconded by Leichtnam, to allow the District Attorney to use funds from the budget for witness fees to pay Department of Justice for incidentals involved in state prosecution. All ayes.**
8. The Committee reviewed correspondence and legislative issues. No comments.
 - a. Report of Citizens Groundwater Group. No comments.

- b. ADRC intergovernmental agreement. Lengthy discussion had. Some support allowing the ADRC to contract to provide APS (Adult Protective Service) duties and see how it works. Others are less sanguine about the ADRC expanding its mission parameters. Recognition had that the county board will vote on the Operations Committee sponsored (3 to 2) resolution at the next county board meeting.
- 9. County Board rules.
 - a. Duties of second vice chairperson. The committee members did not suggest any specific duties but Supervisor Zurfluh suggested that the county board chair and first and second vice chairs discuss the duties of the positions. Chairman Clendenning advised the topic would be placed on next month's agenda.
- 10. Criminal Justice Coordinator Committee update. **Moved by Clendenning, seconded by Leichtnam, to move the Criminal Justice Coordinator from River Block to the Sheriff's office. 3 ayes, 2 nays.** Wagner and Curry voted no as they see no hurry to make the move yet.
- 11. Attendance at meetings. No comments on attendance at upcoming meetings.
- 12. Agenda items for the August 7, 2020, meeting:
 - Duties of second vice chairperson
- 13. The next committee meeting will be August 7, 2020, at 9 a.m.
- 14. Meeting adjourned without objection by the Chairperson at 9:50 a.m.

Minutes taken by Meghan Miller and Peter Kastenholz.

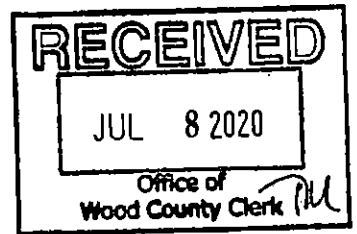
Judicial & Legislative Committee Meeting

Date: 7/10/2020

[illegible]

NOTICE OF INJURY AND CLAIM

To: Wood County Clerk
400 Market Street
Wisconsin Rapids, WI 54494



Pursuant to sec. 893.80, Wis. Stats., you are hereby notified of this claim for damage against Wood County.

RECEIVED

THE INCIDENT

JUL 08 2020

Date: 06/25/2020

WOOD CO. CORP. COUNSEL

Time: 10:20 Am

Place: Hwy County Rd N West of Arpin

The circumstances giving rise to my claim are as follows:

I was going Camping for 5 days in Tomahawk WI. I Live at 8765 county rd E Arpin WI 54410. I took County rd E South to County rd N. As I stop at the intersection on N & E a road crew worker came to my truck and advised me to take The Left Lane headin west down N. I did what he told me to do. As I got down to N I noticed the road crew spraying the right lane with some wet substance. I stayed as far away as I could when I went by. When I Arrived at my campsite in Tomahawk I noticed my truck, camper and boat were covered in black Tar.

The names of other witnesses are: Take Feit, Alysse Feit

THE CLAIM

I request the following monetary or other relief:

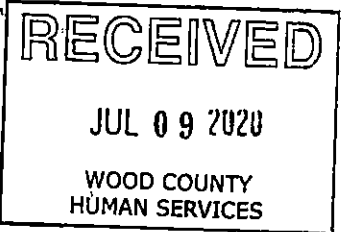
\$2,057.25

07/01/2020
Date

Ron Feit
Signature
Print Name: Ron Feit
Address: 8765 county Rd E
Arpin, WI 54410
Phone: 715-383-0695

UNITED STATES DISTRICT COURT

for the
Western District of Wisconsin ☒



Michelle R. Gilbank, et al.

Plaintiff

v.

Wood County DHS, et al.

Defendant

Civil Action No. 20-cv-601-jdp

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: Wood County Department of Health Services

(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days *(give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States)* from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 07/07/2020

Signature of the attorney or unrepresented party

Michelle R. Gilbank

Printed name

919 West Blodgett Street
Marshfield, WI 54449

Address

michellegilbank@gmail.com

E-mail address

715) 600-1207

Telephone number

UNITED STATES DISTRICT COURT

for the

Western District of Wisconsin 

Michelle R. Gilbank, et al.

Plaintiff

v.

Wood County DHS, et al.

Defendant

Civil Action No. 20-cv-601-jdp

WAIVER OF THE SERVICE OF SUMMONS

To: Michelle R. Gilbank

(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 07/07/2020, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: _____

*Signature of the attorney or unrepresented party**Printed name of party waiving service of summons**Printed name**Address**E-mail address**Telephone number*

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.


"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

UNITED STATES DISTRICT COURT

for the

Western District of Wisconsin 

Michelle R. Gilbank, et al.

Plaintiff

v.

Wood County DHS, et al.

Defendant

Civil Action No. 20-cv-601-jdp

WAIVER OF THE SERVICE OF SUMMONS

To: Michelle R. Gilbank

(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 07/07/2020, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: _____

Signature of the attorney or unrepresented party

Printed name of party waiving service of summons

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

Pro Se 15 (Rev. 12/16) Complaint for Violation of Civil Rights (Non-Prisoner)

UNITED STATES DISTRICT COURT

for the

Western District of Wisconsin

Civil Division

MICHELLE R GILBANK, an individual;
T. E. H., a minor,
by next friend and mother, Michelle R Gilbank,

Plaintiff(s)

-v-

WOOD COUNTY DHS, a government agency;
MARSHFIELD POLICE DEPARTMENT, a
government agency;
CHILDREN'S HOSPITAL OF WISCONSIN, an
organization;
THERESA HEINZEN-JANZ, an individual and
official;
DEREK IVERSON, an individual and official;
MARY CHRISTENSEN, an individual and official;
ANNE LACHAPELLE, an individual and official;
MARY SOLHEIM, an individual and official;
GREGORY POTTER, an individual and official;
NICHOLAS BRAZEAU JR, an individual and
official;
DOES 1-10, inclusive

Defendant(s)

Case No.

20-cv-601-jdp

(to be filled in by the Clerk's Office)

COMPLAINT FOR DAMAGES

Jury Trial: *(check one)* ☒ Yes ☐ No

COMPLAINT FOR VIOLATION OF CIVIL RIGHTS

(Non-Prisoner Complaint)

NOTICE

Federal Rules of Civil Procedure 5.2 addresses the privacy and security concerns resulting from public access to electronic court files. Under this rule, papers filed with the court should *not* contain: an individual's full social security number or full birth date; the full name of a person known to be a minor; or a complete financial account number. A filing may include *only*: the last four digits of a social security number; the year of an individual's birth; a minor's initials; and the last four digits of a financial account number.

Except as noted in this form, plaintiff need not send exhibits, affidavits, grievance or witness statements, or any other materials to the Clerk's Office with this complaint.

In order for your complaint to be filed, it must be accompanied by the filing fee or an application to proceed in forma pauperis.

I. The Parties to This Complaint**A. The Plaintiffs**

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	Michelle R. Gilbank		
Address	919 West Blodgett Street		
	Marshfield	WI	54449
	<i>City</i>	<i>State</i>	<i>Zip Code</i>
County	Wood		
Telephone Number	715) 660-8740		
E-Mail Address	michellegilbank@gmail.com		

Name	T.E.H., a minor born 2014		
Address	919 West Blodgett Street		
	Marshfield	WI	54449
	<i>City</i>	<i>State</i>	<i>Zip Code</i>
County	Wood		
Telephone Number	715) 660-8740		
E-Mail Address	michellegilbank@gmail.com		

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known) and check whether you are bringing this complaint against them in their individual capacity or official capacity, or both. Attach additional pages if needed.

Defendant No. 1

Name	Wood County Department of Health Services		
Job or Title <i>(if known)</i>	a government agency		
Address	111 W Jackson St		
	Wisconsin Rapids	WI	54495
	<i>City</i>	<i>State</i>	<i>Zip Code</i>
County	Wood		
Telephone Number	715) 421-8600		
E-Mail Address <i>(if known)</i>			
	<input type="checkbox"/> Individual capacity <input checked="" type="checkbox"/> Official capacity		

Defendant No. 2

Name	Marshfield Police Department		
Job or Title <i>(if known)</i>	a government agency		
Address	110 W 1 st St		
	Marshfield	WI	54449
	<i>City</i>	<i>State</i>	<i>Zip Code</i>
County	Wood		
Telephone Number	715) 384-3113		
E-Mail Address <i>(if known)</i>			
	<input type="checkbox"/> Individual capacity <input checked="" type="checkbox"/> Official capacity		

Defendant No. 3

Name	Children's Hospital of Wisconsin		
Job or Title <i>(if known)</i>	an organization		
Address	601 S Central Avenue, Suite 200		
	Marshfield	WI	54449
	<i>City</i>	<i>State</i>	<i>Zip Code</i>
County	Wood		
Telephone Number	715) 387-2729		
E-Mail Address <i>(if known)</i>	NTank@chw.org		
	<input checked="" type="checkbox"/> Individual capacity <input checked="" type="checkbox"/> Official capacity		

Pro Se 15 (Rev. 12/16) Complaint for Violation of Civil Rights (Non-Prisoner)

Defendant No. 4

Name Teresa Heinzen-Janz

Job or Title *(if known)* Social worker at Wood County DHS

111 W Jackson St

Wisconsin Rapids WI 54495

City State Zip Code

County Wood

Telephone Number 715) 421-8600

☒ Individual capacity ☒ Official capacity

Defendant No. 5

Name Derek Iverson

Job or Title *(if known)* Police detective of Marshfield Police Department

Address 110 W 1st St

Marshfield WI 54449

City State Zip Code

County Wood

Telephone Number 715) 384-3113

☒ Individual capacity ☒ Official capacity

Defendant No. 6

Name Mary Christensen

Job or Title *(if known)* Social worker of Wood County DHS

Address 111 W Jackson St

Wisconsin Rapids WI 54495

City State Zip Code

County Wood

Telephone Number 715) 421-8600

☒ Individual capacity ☒ Official capacity

Defendant No. 7

Name Anne LaChapelle

Job or Title *(if known)* Social worker supervisor of Wood County DHS

Address 111 W Jackson St

Wisconsin Rapids WI 54495

City State Zip Code

County Wood

Telephone Number 715) 421-8600

E-Mail Address *(if known)* alachapelle@co.wood.wi.us

☒ Individual capacity ☒ Official capacity

Defendant No. 8

Name Mary Solheim

Job or Title *(if known)* Social worker supervisor of Wood County DHS

Address 111 W Jackson St

Wisconsin Rapids WI 54495

City State Zip Code

County Wood

Telephone Number 715) 421-8600

E-Mail Address *(if known)* msolheim@co.wood.wi.us

☒ Individual capacity ☒ Official capacity

Defendant No. 9

Name Gregory Potter

Job or Title *(if known)* Judge of Wood County Circuit Court

Address P.O. Box 8095, Branch 1

Wisconsin Rapids WI 54495

City State Zip Code

County Wood

Telephone Number 715-421-8520

☒ Individual capacity ☒ Official capacity

Defendant No. 10

Name Nicholas Brazeau Jr

Job or Title *(if known)* Judge of Wood County Circuit Court

Address P.O. Box 8095, Branch 2

Wisconsin Rapids WI 54495

City State Zip Code

County Wood

Telephone Number 715-421-8518

☒ Individual capacity ☒ Official capacity

Defendant No. 11-20

Name Does 1-10 (identities to be determined through discovery)

Job or Title *(if known)*

Address Unknown

City State Zip Code

County Wood

☒ Individual capacity ☒ Official capacity

II. Basis for Jurisdiction

Under 42 U.S.C. § 1983, you may sue state or local officials for the "deprivation of any rights, privileges, or immunities secured by the Constitution and [federal laws]." Under *Bivens v. Six Unknown Named Agents of Federal Bureau of Narcotics*, 403 U.S. 388 (1971), you may sue federal officials for the violation of certain constitutional rights.

A. Are you bringing suit against (check all that apply):

☒ State or local officials (a § 1983 claim)

B. Section 1983 allows claims alleging the "deprivation of any rights, privileges, or immunities secured by the Constitution and [federal laws]." 42 U.S.C. § 1983. If you are suing under section 1983, what federal constitutional or statutory right(s) do you claim is/are being violated by state or local officials?

First Cause of Action: Violation of Civil Rights (42 U.S.C § 1983)

Count 1: Amendment I – Denial to petition the Government for a redress of grievances

Count 2: Amendment IV – Unreasonable, Warrantless Removal without Probable Cause

Count 3: Amendment V – Compelled to be Witness Against Self without Due Process of Law

Amendment XIV – Deprived of Liberty without Due Process of Law

Private Property taken for Public Use without Compensation

Count 4: Amendment VI – Denial of Assistance of Counsel

Count 5: Amendment VII – Right of Trial by Jury not Preserved

Count 6: Amendment VIII – Cruel and Unusual Punishment Inflicted

Count 7: Amendment IX – Enumeration of Rights Construed to Deny Other Rights

Second Cause of Action: Conspiracy to Interfere with Civil Rights (42 U.S.C § 1985)

Counts 1 – 7 above.

Third Cause of Action: Action for Neglect to Prevent (42 U.S.C § 1986)

Counts 1 – 7 above.

Fourth Cause of Action: Violation of HIPAA rights

Count 8: Professional Malpractice

Count 9: Public Disclosure of Private Facts

Fifth Cause of Action: Monell-Related Claims

D. Section 1983 allows defendants to be found liable only when they have acted "under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia." 42 U.S.C. § 1983. If you are suing under section 1983, explain how each defendant acted under color of state or local law. If you are suing under *Bivens*, explain how each defendant acted under color of federal law. Attach additional pages if needed.

All defendants used powers given to them by government agencies to deprive or conspire to deprive plaintiffs of their protected by the Constitution and laws of the United States. All defendants are agencies, organizations, corporations, police officers, social workers, judges or otherwise employees of state agencies and were given powers there of to enforce and uphold the Constitution of the United States and all defendants abused or conspired to abuse these powers, causing harm to plaintiffs.

Plaintiffs MICHELLE R GILBANK and T.E.H., bring this action pursuant to 42 U.S.C. §1983, 42 U.S.C. §1985, 42 U.S.C. §1986, et. seq., to redress the deprivation of rights secured to them under the United States Constitution, including the First, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Fourteenth Amendments, and under federal and state law. These deprivations were inflicted by the Defendants herein, and each of them, in some manner. Each of the Defendants herein were at all relevant times acting under color of law.

Because the acts and omissions complained of herein occurred in the County of Wood, State of Wisconsin and it is believed that some living parties currently reside in the County of Wood, State of Wisconsin, venue is proper in the United States District Court for the Western District of Wisconsin. Plaintiffs make the following allegations and claims upon personal belief, investigation, and on information and belief.

DEFENDANT DOES 1 through 10 are sued as fictitious names, their true names and capacities being unknown to Plaintiffs. When ascertained, Plaintiffs will amend this Complaint by inserting their true names and capacities. Each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged, and those Defendants proximately caused, are responsible for and/or legally liable for Plaintiffs' damages as herein alleged. Each reference in this complaint to "Defendant," "Defendants," or a specifically named Defendant refers to and includes all Defendants sued under fictitious names.

Plaintiffs make all allegations contained in this Complaint against all Defendants, including DOES 1 through 10.

Whenever reference is made in this complaint to any act of Defendants, such allegations shall be deemed to mean all named Defendants and DOES 1 through 10, or their officers, agents, managers, representatives, employees, heirs, assignees, customers, tenants, who did or authorized such acts while actively engaged in the operation, management, direction or control of the affairs of Defendants and while acting within the course and scope of their duties, except as specifically alleged to the contrary. At all times herein mentioned and with respect to the specific matters alleged in this Complaint, Plaintiffs are informed and believe that each Defendant (including DOES 1 through 10), was a parent, subsidiary, affiliate, alter ego, partner, agent, franchisee, licensee, employee, employer, controlling franchiser, controlling licensor, principal, and/or joint venturer of each of the remaining Defendants, and was at all times acting within the course and scope of such agency, service, employment, control and/or joint venture, and each defendant has ratified, approved, conspired in, profited from and/or authorized the acts of each of the remaining Defendants and/or failed to prevent such acts when having the power and/or duty to do so, with full knowledge of said acts.

At all times mentioned herein, each of the above identified defendants was an officer and/or agent of the County of Wood and/or the City of Marshfield - as the case may be, and was acting under color of law within the course and scope of their respective duties in doing the things and acts herein alleged.

III. Statement of Claim

State as briefly as possible the facts of your case. Describe how each defendant was personally involved in the alleged wrongful action, along with the dates and locations of all relevant events. You may wish to include further details such as the names of other persons involved in the events giving rise to your claims. Do not cite any cases or statutes. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

Pro Se 15 (Rev. 12/16) Complaint for Violation of Civil Rights (Non-Prisoner)

- A. Where did the events giving rise to your claim(s) occur?
Wood County Courthouse, Wisconsin Rapids, Wisconsin
Marshfield Police Department, Marshfield, Wisconsin
704 South Cherry Avenue, Marshfield, Wisconsin
other locations within Wood County and Marshfield, Wisconsin
-
- B. What date and approximate time did the events giving rise to your claim(s) occur?
June 29th, 2018 at approximately 11:00 am through February 2020
-
- C. What are the facts underlying your claim(s)? *(For example: What happened to you? Who did what? Was anyone else involved? Who else saw what happened?)*

As of June 29, 2018, Plaintiff Michelle R Gilbank and her child, T.E.H., constituted a family unit, entitled to constitutional protections, including, but not limited to, the right to live together free of unwarranted governmental interference, the right to familial privacy, and the right of parents to reasonably direct the upbringing of their children.

In addition, Plaintiffs enjoyed a separate and distinct right to live together without undue governmental interference.

As of June 29, 2018, when Marshfield Police Department (MPD) and Wood County Department of Health Services (WCDHS) entered and forever changed their lives, T.E.H. was 4 years old. Michelle R Gilbank had been properly caring for T.E.H. and enjoyed a strong and loving bond with her. Michelle had already raised 2 other daughters to be strong, confident, successful members of society.

As of June 29, 2018, Plaintiffs Michelle R Gilbank and T.E.H., had chosen to temporarily reside with T.E.H.'s father, Ian Reid Hoyle. Mr. Hoyle had a prior conviction of 1st degree sexual assault of a 6-year-old girl and was under court order to have supervised visitation with T.E.H. He had obtained an attorney and been granted reasonable visitation upon reasonable notice in addition to the supervised visitation. Michelle felt that residing with Mr. Hoyle was necessary to ensure the safety of T.E.H., as she would be present during Mr. Hoyle's additional visitation.

As of June 29, 2018, Mr. Hoyle's drinking and drug use was occurring on a near daily basis and Plaintiffs would frequently have to leave the residence when his behavior became inappropriate or dangerous.

On June 29, 2018, two MPD officers presented themselves at the residence of the Plaintiffs, responding to a welfare request by a neighbor who had witnessed Mr. Hoyle yelling at Plaintiffs and locking them out of the residence. The officers noted no concern at the time for the safety of either of the Plaintiffs, who were home alone, eating lunch and playing with Legos at the time. The officers informed Michelle that a county social worker was on the way and they asked Michelle if she would mind if they waited for the social worker in the air-conditioned residence.

On June 29, 2018, Defendant Heinzen-Janz arrived at the residence of Michelle and T.E.H. and was informed by the MPD officers that they had responded to a welfare check and that they had found no cause for concern for the safety of Michelle or T.E.H. Michelle spoke with Defendant Heinzen-Janz and informed her that although they were safe now, Mr. Hoyle was at work, and there were ongoing safety issues. Michelle requested a meeting with Defendant Heinzen-Janz in order to discuss housing and mental health resources to assist Plaintiffs Michelle and T.E.H. in leaving the residence of Mr. Hoyle due to his abuse and alcohol and drug use. Defendant Heinzen-Janz scheduled an appointment with Michelle for July 3, 2018 at 1:30 pm at the residence.

On July 3rd, 2018, Defendant Heinzen-Janz arrived at Plaintiffs residence at approximately 3:15 pm with Defendant Derek Iverson. Defendant Heinzen-Janz spoke little and offered no support, resources, or inquiry into the safety of the Plaintiffs. Defendant Iverson badgered Michelle repeatedly and questioned her about her personal drug usage and coerced her to submit to a drug test in her bathroom, which Defendant Heinzen-Janz then forged Michelle's initials on. Michelle was frightened, in shock, and confused as to what was occurring during her meeting to request help, but she was as honest and informed Defendants Heinzen-Janz and Iverson that she had used street drugs in the past to alleviate her PTSD symptoms and that it was one of the reasons she was requesting their help. Michelle informed defendants Iverson and Heinzen-Janz that she was often fleeing the house with T.E.H. because Mr. Hoyle was high and/or drunk, and that his constant usage was making it difficult for Michelle to maintain sobriety.

Michelle later learned through records requests that Mr. Hoyle, Defendant Heinzen-Janz and Defendant Iverson had been meeting in a gas station parking lot for the two hours that Michelle was patiently waiting for Defendant Heinzen-Janz to arrive and offer Michelle resources. Michelle was offered no resources at this meeting – domestic violence or otherwise – other than 2 phone numbers. Michelle was not told of any accusations against her. Michelle was not told a child safety investigation was being launched against her. None of Michelle's state of Wisconsin victim rights were followed. Mr. Hoyle and Defendants Heinzen-Janz and Iverson all denied ever speaking to each other prior to this meeting at the Plaintiffs' residence. Mr. Hoyle informed Michelle that Defendant Iverson (whom Mr. Hoyle called 'Derek') had questioned Mr. Hoyle about Mr. Hoyle's sexual relationship with Michelle and that Defendant Iverson had advised Mr. Hoyle that he should remained close to Michelle but should probable not be having sexual relations with her.

On July 13, 2018, Plaintiffs were on the front porch or their residence and watched Defendants Heinzen-Janz and Iverson park their vehicle at the end of the block of Plaintiffs' residence and then walk down the block before stopping to talk to the Plaintiffs. Michelle asked the Defendants why they were there and Defendants Heinzen-Janz and Iverson claimed to Michelle that they were simply 'out for a walk'.

On July 26, 2018, Defendant Iverson and Defendant Doe #1, a social worker with WCDHS, arrived at the Plaintiffs' residence upon Mr. Hoyle's request after Mr. Hoyle punched holes in the walls of the residence and ripped his phone in half. Mr. Hoyle did this while blocking the Plaintiffs' ability to exit the residence, and while T.E.H. clutched Michelle's leg in fear. Defendant Iverson advised Michelle that he could arrest Mr. Hoyle, but that he believed it would probably make the Plaintiffs' living situation more difficult. Michelle asked if Defendant Iverson could find out if Mr. Hoyle was returning to the residence, and upon learning that Mr. Hoyle was at a bar drinking, Defendant Iverson suggested to Michelle that her and T.E.H. sleep in the garage that night in order to be safe. Defendant Iverson did not file a report on this incident, Michelle later learned when requesting records. Domestic violence laws, and department rules and regulations were not followed. Michelle later called Defendant Iverson's supervisor inquiring as to why a report was not filed and was told that Defendant Iverson must not have felt that the incident rose to the level of domestic violence.

Mr. Hoyle was drunk and/or high on the 1st, 9th, 13th, 14th, 15th, 16th, 18th, 19th, 23rd, 26th, 27th, 28th, 29th, and 30th of July.

On August 18, 2018, after telling him 'no' several times, and being woken continuously throughout the night to fight him off from removing her clothes in her sleep, Michelle woke in the morning to find Mr. Hoyle naked and masturbating to porn in the middle of the living room with T.E.H. right next to him. Michelle took T.E.H. and left.

3 days later, On August 21, 2018, Mr. Hoyle requested a ride to work from Michelle, which she provided. During this ride, Michelle informed Mr. Hoyle that she and T.E.H. were leaving him and that they had an appointment for housing assistance that morning. Plaintiffs then drove to the housing appointment at North Central Community Action. On the way, at approximately 10:40 am, Plaintiffs passed an MPD officer (Libby Abel) parked on the side of the street at a stop sign at the end of Plaintiffs' block. Michelle nodded to the officer in acknowledgement and respect before stopping at the stop sign and then continuing on her way, four blocks forward to the Marshfield Community Center.

Upon information and beliefs, Officer Abel then radioed Defendant Iverson, stating that "we had eluded her and requesting assistance in locating us". Defendant Iverson then reports that he conducted surveillance of the Plaintiffs while they were at their appointment. Defendant Iverson then radioed back to the Officer Abel approximately one hour later that we had left the Marshfield Community Center and were headed north. Approximately 15 blocks later Plaintiffs were pulled over by officer Abel who had already called for a k9 officer to interrupt his lunch hour and come to the scene. Michelle was informed that her license had been suspended (a traffic infringement) 3 days prior for failure to pay a \$10 ticket for not having proof of insurance in her vehicle. Officer Abel wrote Michelle another ticket and again radioed to see if the k9 officer was enroute, lengthening the traffic stop. The k9 officer subsequently arrived and told Michelle to remain in the vehicle and place her hands on the steering wheel, effectively placing her under arrest without probable cause. The k9 officer walked the dog around Michelle's vehicle multiple times and then kicked the rear passenger door of the Plaintiffs' vehicle. At this time Michelle was told to exit the vehicle. Michelle unbuckled T.E.H. from her child restraint and grabbed her purse and was told to leave her purse in the vehicle. Michelle complied and sat down in the grass with T.E.H.

Michelle then called Mr. Hoyle and Mr. Hoyle's mother and her friend who was a parent and asked them to come to the scene in order to take T.E.H. and care for her while Michelle figured out what was happening. T.E.H. left the scene in perfect physical and mental health and condition in the care of 3 others – care arranged by her protective custodial mother, Michelle.

Michelle later learned, through information and belief, that Mr. Hoyle drove directly to his attorney's office and filed for sole custody and termination of child support. Mr. Hoyle's attorney efiled these motions, stating that the reason for the motions was that Michelle had been charged with possession of methamphetamine and arrested. The timestamp on these court documents shows that they had been filed before the vehicle search had even been completed, before Michelle was questioned, and before Michelle was even charged with anything.

Through information and belief, Mr. Hoyle has conspired with and weaponized the services of Defendants Heinzen-Janz and Iverson and others yet to be known, all of whom acted under color of law, in order to obtain unsupervised custody of his 4-year-old daughter, T.E.H. Custody he had tried and thus far failed to obtain through family court due to his status as a convicted sex offender of a 6-year-old girl.

On August 21, 2018, at approximately 2:30 pm, Michelle was told she was being charged with possession of methamphetamine and was taken to MPD and questioned by Defendant Iverson in the presence of Defendant Heinzen-Janz. This questioning was video-recorded. No drug test was requested of Michelle. No charges of impaired operation of a motor vehicle were ever sought.

Michelle cooperated fully with Defendant Iverson's questioning. When Defendant Iverson asked Michelle about drugs found in her minivan, Michelle responded that she did not know of any drugs. Defendant Iverson related to Michelle that he did not believe her and badgered her further. Michelle then asked to speak to an attorney. Defendant Heinzen-Janz was present and after hearing Michelle's request for an attorney, Defendant Heinzen-Janz spoke up and said "if you do not admit guilt and continue to cooperate with us, then I have no choice but to find that you are refusing to cooperate with a safety plan and are therefore a danger to your child and remove her from your care and place her with her father." (Count 4 and Count 7)

This was the first time Michelle had ever heard the words 'safety-plan'...the first time she was made aware of any ongoing case regarding T.E.H. at all. Michelle had no knowledge of her ex-partner's involvement or accusations. Michelle was then booked into custody by the MPD Officer Abel. Michelle was not given the attorney she had requested. Instead, T.E.H. was kidnapped and given to the Plaintiffs' abuser – who had court-ordered supervised visitation at the time – without a warrant or any immediate threat of danger. In fact, Defendants were aware that Michelle was being arrested, and if, in fact, Michelle posed any immediate threat to T.E.H. – Michelle would be detained from T.E.H.'s presence for plenty of time for a warrant to be obtained if evidence did, in fact warrant removal. Michelle was also evicted unlawfully from her residence and all her possessions and daughter were placed with the man who had tormented them.

On August 21, 2018, Mr. Hoyle, Defendants Heinzen-Janz, Iverson, MPD, WCDHS, LaChapelle, and unknown others; each of them, discussed T.E.H.'s proposed seizure and removal from Plaintiff's custody. Defendants Heinzen-Janz, Iverson, MPD, WCDHS, LaChapelle, and unknown others; each of them, agreed to seize T.E.H. from her mother's care, without prior judicial authorization and/or court order. At the time they seized the child, T.E.H., they knew, as any reasonable government official would, that it is unlawful to seize a child from the custody of its parents without first obtaining a warrant, unless at the time of the seizure the government agent is in possession of specific and articulable evidence to show that the child is in immediate danger of suffering severe bodily injury or death in the time it takes to obtain a warrant - and, that there is no lesser intrusive alternative means of averting that specific injury. – Counts 2, 3, 4, and 7.

On August 21, 2018, Michelle was given papers which stated that T.E.H. was in the custody of the state and that placement had been given to her father, Mr. Hoyle. The papers stated that Michelle was under a no-contact order and could not return home. Papers stated that there would be a hearing within 48 hours to contest this custody.

On August 22, 2018, Michelle was bailed out of jail.

On August 23, 2018, Michelle returned to the courthouse to inquire as to the 48-hour hearing and she learned that it had been held without her knowledge. Upon information and belief, she learned that the Defendants, Heinzen-Janz and Iverson, had committed felonies by giving false information to the court to justify their emergency removal of T.E.H. with a warrant or probable cause. (Count 3)

On August 24, 2018, Michelle wrote a letter to the judge (Defendant Gregory Potter) declaring that she contested the action and detailing the laws and Constitutional rights being violated of the Plaintiffs, and requesting that he take action to correct them. Instead, Defendant Potter recused himself from the case and transferred it to another judge. Defendant Brazeau, who was on vacation for two weeks.

Count 1 – In refusing to reopen Plaintiffs’ initial probable cause hearing after being denied due process, Defendants Potter and Brazeau denied Plaintiffs’ right to petition the government for a redress of grievances. Defendants Potter and Brazeau also had the authority and ability to prevent further violation of Plaintiffs’ rights - they knew, as any reasonable government official would, that it is unlawful to seize a child from the custody of its parents without first obtaining a warrant, unless at the time of the seizure the government agent is in possession of specific and articulable evidence to show that the child is in immediate danger of suffering severe bodily injury or death in the time it takes to obtain a warrant - and, that there is no lesser intrusive alternative means of averting that specific injury. **(3rd cause of action)**

On August 29, 2018, Michelle ordered transcripts of the probable cause hearing held in her absence from Wood County courthouse.

On August 31, 2018, Plaintiff’s saw each other for the first time since the kidnapping – for a 4-hour visit at WCDHS – in which Plaintiffs were left alone in a room for the majority of the time. This was TEN days since the unlawful separation of the Plaintiffs. On this day also, Michelle received a notice of her rights via US mail. This notice was required by law to have been given to Michelle prior to T.E.H.’s removal. **(Counts 5 and 6)**

On September 6th, 2018, Michelle underwent an interview with Defendant Children’s Hospital of Wisconsin (CHW). During this interview Michelle was given a release form to sign, releasing information on the Plaintiffs’ visits to Mr. Hoyle. At the bottom of the form, it stated that signing this release was optional. Michelle informed CHW that she was not comfortable with her abusive ex-partner having this information. CHW informed Michelle that if she did not sign the release, then CHW would not provide services to her – ie. Michelle would not see T.E.H. **(Count 8 and Count 9)**

In September, 2018, Michelle filed formal requests for dismissal and a request for reopening of the hearing, as procedures of state law indicated she should. Both motions were heard and denied by the Defendant Brazeau. Defendant Brazeau knew, as any reasonable government official would, that Michelle was required by law to be notified of the probable cause hearing, and that she had the right to reopen the hearing if she had not attended for any reason.

On September 25, 2018, Plaintiffs were given a “fact finding” hearing, where no facts were presented and all witnesses testified that Michelle was a good mother, and that T.E.H. was well cared for and healthy. T.E.H. had just had her 4-year well-child checkup. Michelle had collected affidavits testifying to her excellent parenting from her ex-husband, her adult daughters, and even Mr. Hoyle.

Defendant Heinzen-Janz testified that because Michelle had tested positive on a drug test on July 3, 2018, Michelle obviously had an addiction that was out of control and that she refused to admit to. This had been the only positive drug test Michelle had ever had in her life. Michelle had repeatedly requested to see the results of the positive test and was denied. Upon final seeing the urinalysis that was obtained under duress, Michelle noticed that her initials were forged at the bottom. It is Michelle’s belief that Defendant Heinzen-Janz forged these initials. Defendant Heinzen-Janz failed to inform the court that at the time of the positive test, Michelle was actively seeking help in fleeing from the drug-present environment from Defendant Heinzen-Janz herself. Mr. Hoyle testified that he had once seen Michelle use drugs 3 years ago, and that he had used drugs one year ago. The public defender that had appeared for Michelle without ever meeting with her, summarized for the court that the state had **obviously** not proven it’s burden that I was neglectful.

Defendant Brazeau ruled "I disagree, In my experience, drug addicts LIE. I find it remarkable that the child has not sustained injury in her mother's care up to this point and I will prevent it in the future by continuing the existing orders." There had been No Evidence Presented. T.E.H. was left in the sole care of Mr. Hovle – an admitted sex addict and offender. alcoholic. and drug user.

The ongoing services social worker Defendant Mary Christensen informed Michelle that if Michelle did not let go of what WCDHS has done to Michelle then Michelle would never get her daughter back. Defendant Christensen supports this statement with continuing restrictions and reductions in visits whenever Michelle attempts to protect T.E.H. or stand up to Plaintiffs rights being violated. (retaliation) (Count 4)

Upon information and belief, Mr. Hoyle had been secretly conspiring with Defendants Heinzen-Janz and Iverson and Defendant Iverson counseled Mr. Hoyle that " he should probably not be having actual intercourse with Michelle, but should try harder to get along with her." Defendant Iverson was fully aware Mr. Hoyle was maintaining a fraudulent sexual relationship in an attempt to use Michelle's trust and vulnerability to obtain sole custody of T.E.H.. The paraphernalia found in Michelle's vehicle is described in these transcripts between Mr. Hoyle and Defendants Heinzen-Janz and Iverson as being in Mr. Hoyle's possession two weeks prior to Michelle's traffic stop.

Upon information and belief, email exchanges occurred between Defendant Heinzen-Janz, Defendant Christensen, and Mr. Hoyle in which they share information of my urine test and mental health prescriptions – all in violation of HIPAA law. The initial services social worker, Defendant Heinzen-Janz, actually sent out a "to whom it may concern" email to any and all WCDHS workers who might possibly be called upon to help Michelle in the future. In this email, Defendant Heinzen-Janz slanders Michelle and calls her delusional and in denial. Essentially, attempting to ensure that Plaintiffs receive NO HELP at all after she herself refused to help them. Defendant Heinzen-Janz and Defendant Christensen also exchanged personal emails with Mr. Hoyle discussing their personal lives and shared contacts and relationship issues. (Count 8 and Count 9)

Plaintiffs have gone through the formal complaint process at both the local (Defendant Anne LaChapelle) and the state (Defendant Mary Solheim) level to no avail. Defendant Solheim's final review stated that 'although not admitting guilt, a review of policies is always beneficial for staff and would be done, which should alleviate Plaintiffs' fear that this could happen to another family.'

Michelle was placed on a state registry and can no longer work with children or elderly. She appealed this decision and it was upheld with no reasoning or review as is required by state law.

Wisconsin Administrative Code DCF 40.03 - Review of an initial determination.

(1) NOTICE. If an agency makes an initial determination that a specific person has abused or neglected a child, the agency shall send by first class mail all of the following information to the person by the next working day:

(a) A summary of the initial determination that includes the name of the child involved in the alleged incident and the reasons for the agency's determination that the person who is the subject of the initial determination has abused or neglected the child. (Count 4)

Michelle appealed the ChIPS order, and her appeal was denied to be heard. After being told for a year by WCDHS that the goal of the ChIPS order was reunification, Plaintiffs' ChIPS order was closed and they were told that reunification was not necessary because WCDHS were recommending that T.E.H. be placed with a parent, Mr. Hoyle. (All Counts)

Upon information and belief, Plaintiffs believe reunification did not occur due to conspiracy to violate their rights and in retaliation for Plaintiffs ongoing attempts to correct these violations.

At the time of the seizure of T.E.H., other more reasonable and less intrusive alternative means existed to secure the child's safety other than her unwarranted seizure and removal from the loving care of her mother. In spite of this, these Defendants, and each of them intentionally, or with reckless or malicious disregard for Plaintiffs' rights, failed and/or refused to pursue or investigate any such lesser intrusive alternative means of keeping the family together. Instead, Defendants Heinzen-Janz and Iverson, and each of them seized T.E.H. – without judicial authorization, and without evidence of any underlying exigent circumstance.

FIRST CAUSE OF ACTION - Violation of Civil Rights {42 U.S.C. §1983}

**SECOND CAUSE OF ACTION - Conspiracy to Interfere with Civil Rights (42 U.S.C § 1985)
COUNTS 2, 3, 4, 6, 7**

(Unlawful Seizure, Invasion of Privacy, Interruption of Familial Association/Failure to Intercede, Compelled to be Witness Against Self without Due Process of Law, Deprived of Liberty without Substantial or Procedural Due Process of Law, Private Property taken for Public Use without Compensation, Denial of Assistance of Counsel, Cruel and Unusual Punishment Inflicted, Enumeration of Rights Construed to Deny Other Rights)

By PLAINTIFFS MICHELLE R GILBANK AND T.E.H.

Against Defendants HEINZEN-JANZ, IVERSON, CHRISTENSEN, LACHAPELLE, SOLHEIM, and DOES' 1 through 10, inclusive

Plaintiffs Michelle R Gilbank and T.E.H. incorporate the above allegations of fact and law as though fully set forth herein.

Plaintiffs Michelle R Gilbank and T.E.H. are individuals and citizens of the United States, protected by 42 U.S.C. §1983, and 42 U.S.C. §1985, et seq.

At all times relevant herein, the right to familial association guaranteed under the First and Fourteenth Amendments to the United States Constitution was so very "clearly established" that any reasonable social services agent and/or police officer or other law enforcement officer in Defendants' situation would know it is unlawful to seize a child from the care, custody, and control of its parent or to question, threaten, examine, or search a child in the absence of exigent circumstances without first obtaining a warrant to do so. Furthermore, any such reasonable social worker and/or police officer would know that to do so would constitute a violation of the parent's, and child's, well elaborated constitutional right to live together without governmental interference - which rights are protected under the First and Fourteenth Amendments to the United States Constitution.

Defendants, and each of them, had, at all times relevant herein. an affirmative duty and obligation to recognize, acknowledge, and respect the Plaintiffs' rights, and to conduct themselves in a manner that confirms, provides for the preservation of, and does not violate the rights guaranteed Plaintiffs under the United States Constitution, including, without limitation, the protection of parental rights, the right to privacy, family integrity and the right to familial relations.

Defendants, and each of them, at all relevant times herein were acting under color of state law when they jointly acted, or knew and agreed and thereby conspired, to violate Plaintiffs' constitutional rights by, but not limited to, removing, detaining, and continuing to detain T.E.H. from the care, custody, and control of her parent, without proper or just cause and/or authority, in the absence of any exigency, and without first obtaining a warrant or other court order - thereby violating Plaintiffs' rights under the First and Fourteenth Amendments to the United States Constitution.

None of the Defendants sought, or obtained, a protective custody warrant - or any other type of warrant or court order, prior to seizing T.E.H.

Defendants, and each of them, jointly acted or conspired to seize the child, as described above, knowing that no warrant authorizing child's seizure had been issued and that exigent circumstances did not exist. They also knew that Michelle had not consented to said unwarranted seizure.

At no time ever did any of the Defendants have any specific, articulable evidence to support any reasonable basis to believe that T.E.H. was in immediate danger of sustaining serious bodily injury or death within the time it would have taken the Defendants to seek and obtain a warrant authorizing the child's seizure. Indeed, Plaintiffs are informed and believe and thereon allege that Defendants, and each of them, purposefully, knowingly, and/or recklessly failed to seek a warrant, in knowing contravention and derogation of Plaintiffs' clearly established rights to due process and familial association.

In the alternative, with respect to HEINZEN-JANZ, through her extensive training as an WCDHS social worker, on information and belief, she was equally aware of the aforementioned constitutional rights of parents and children to live together without government interference. On information and belief, she was equally aware through her training and experience that she had an affirmative obligation to intercede and intervene to protect the rights of citizens, like Plaintiffs, when she witnessed constitutional rights being violated by other government agents. Not only did she stand by and fail to intercede and intervene on Plaintiffs' behalf - she went so far as to provide agreement, concurrence, and support for IVERSON when together they seized T.E.H. from the custody of her parent without a warrant and in the absence of any exigency.

In the alternative, with respect to Detective IVERSON, through his extensive training as a detective, on information and belief, he was aware of the aforementioned constitutional rights of parents and children to live together without government interference. On information and belief, he was equally aware through his training and experience that he had an affirmative obligation to intercede and intervene to protect the rights of citizens, like Plaintiffs, when he witnessed their constitutional rights being violated by fellow officers. Not only did he stand by and fail to intercede and intervene on Plaintiffs' behalf - he went so far as to provide agreement, concurrence, and armed support for HEINZEN-JANZ when together they seized T.E.H. without a warrant and in the absence of any exigency.

No reasonable government agent in Defendants' position could have believed that their conduct, i.e., agreeing to and supporting and/or failing to intercede or intervene to stop the unwarranted seizure of T.E.H., under the circumstances then presented was lawful.

As a direct and proximate result of these Defendants' misconduct, Plaintiffs have suffered and will continue to suffer, general and special damages according to proof at trial, including but not limited to, physical and/or mental anxiety, emotional distress, pain and anguish, among other things. Due to the malicious, wanton, callous, reckless, wrongful and despicable nature of the Defendants' misconduct, as herein alleged and described, Plaintiffs are entitled to recover, and shall seek, punitive damages against the individual Defendants, and each of them, in accordance-with-law and subject to proof at trial.

SECOND CAUSE OF ACTION -*Monell*-Related Claims

COUNT 1

By PLAINTIFFS MICHELLE R GILBANK AND T.E.H.
Against MARSHFIELD POLICE DEPARTMENT

Plaintiffs incorporate the above allegations of fact and law as though fully set forth herein.

Defendant Marshfield Police Department, is a "person" within the meaning of 42 U.S.C. §1983 and subject to *Monell* liability. *Monell v. Dept. of Social Services* (1978) 436 U.S. 658.

Defendants, and each of them, acted under color of state law when committing the acts herein, in violation, in violation of Michelle R Gilbank and T.E.H.'s rights.

Defendant Marshfield Police Department, and those individuals in their official capacity who had supervisory and/or policy making authority, had a duty to Plaintiffs to establish, implement and follow policies, procedures, customs and/or practices which confirm and provide the protections guaranteed Plaintiffs under the United States Constitution, including those under the First and Fourteenth Amendments. This includes, without limitation, the protection of the right to familial relations; the right to privacy; and the rights to substantive and procedural due process.

Defendant Marshfield Police Department, also had a duty to use reasonable care to select, assign, supervise, train, control and review the activities of all their agents, officers, employees and those acting under them, so as to protect these constitutional rights; and to refrain from acting with deliberate indifference to the constitutional rights of Plaintiffs in order to avoid causing the injuries and damages alleged herein.

Moreover, based on the duties charged to the Marshfield Police Department and its officers, including the powers to seize children from their parents' care, MPD and its policymaking officials knew or should have known of the need to establish customs, policies, and practices required to protect the aforementioned civil rights of parents and their children with whom their agents regularly came into contact - and to adequately train its employees on constitutionally appropriate policies and practices. Defendant Marshfield Police Department established, adopted, followed, and/or implemented and/or turned a blind eye to customs, and/or practices which were followed, complied with, and carried out by the Marshfield Police Department officers when they violated Plaintiffs' constitutional rights by seizing T.E.H. from Plaintiff's care and custody without first obtaining a warrant where the child was in no danger of suffering severe bodily injury or death in the time it would have taken to obtain a warrant, among other things.

In addition, Defendant Marshfield Police Department established, adopted, followed, and/or implemented and/or turned a blind eye to customs, and/or practices which were followed, complied with, and carried out by the Marshfield Police Department officers when they violated Plaintiffs' constitutional rights by continuing to detain T.E.H. and/or by causing T.E.H. to continue to be detained from Plaintiff's custody when it was known that there was not a basis to do so.

At the time of the underlying events, the regularly established customs and practices of the Marshfield Police Department were followed, adhered to, complied with, and carried out by IVERSON, and each of them, were the moving force, that is, the actual, direct, and proximate cause of the violations of Plaintiffs' constitutional rights including, but not limited to:

1. The custom and/or practice of detaining and/or removing children from the custody of their parents in the absence of exigent circumstances (immediate danger of serious bodily injury), without first obtaining a court order/warrant, without first engaging in a reasonable investigation, and/or first obtaining consent of the child's parent;
2. The policy, custom, and/or practice of removing children from their family and their homes without first performing and/or pursuing any and/or reasonable investigation, and then only investigating allegations of abuse, after the unwarranted seizure is *fait accompli*;
3. The policy, custom, and/or practice of removing and detaining children, and continuing to detain them for an unreasonable period long after any alleged basis for detention is negated or otherwise known to lack merit;
4. The policy, custom, and/or practice of causing the continued detention of a child to be prolonged even though there is no factual basis to support the continued detention of the child;
5. The practice of turning a deliberate blind eye to the need for further or adequate training by ignoring repeated violations of the rights of children and parents with whom MPD officers can regularly be expected to come into contact by failing and/or refusing to implement a practice of regular and adequate training and/or supervision, and/or failing to train and/or supervise its officers, agents, employees and state actors, in providing and ensuring compliance with the constitutional protections guaranteed to individuals, including those under the First and Fourteenth Amendments to the United States Constitution.²

Each of the above enumerated customs, policies, or practices is evidenced by the consistent failure on the part of Marshfield Police Department to investigate violations of constitutional rights by law enforcement officers of a similar nature; and, the consistent failure by Marshfield Police Department to discipline its officers and their supervisors who are involved in constitutional violations of a similar nature so that violations of citizen's constitutional rights have not only become accepted, but are customary.

² This list is not exhaustive due to the pending nature of discovery and the privileged and protected records of investigative and juvenile dependency type proceedings. Plaintiffs may seek leave to amend this pleading as more information becomes available.

On information and belief, Defendant Marshfield Police Department has engaged in each of the customs and/or practices identified above on an ongoing and continuous basis since at least 2010, if not earlier, and continues to engage in these practices on an ongoing and daily basis.

Defendant Marshfield Police Department is aware that its officers seize children from the care of their parent without first obtaining judicial authorization, parental consent, and/or pursuing reasonable avenues of investigation, when there is no emergency circumstance and in contravention of the rights of both parents and children. Yet, Defendant Marshfield Police Department made a knowing and conscious decision to refrain from promulgating a policy and recurrent training to prevent such misconduct, and has consistently and knowingly failed to provide any training to their officers to inform them of the rights of parents and children to remain together absent undue government interference, the obligation of the officers to first obtain a warrant before seizing children from their parents when no exigency exists.

Defendant Marshfield Police Department failed to establish, adopt, and/or implement policies, procedures, and training regarding the constitutional protections afforded to a parent and child by the First and Fourteenth Amendments. Without such policies, procedures, customs and/or practices in place, the Marshfield Police Department's law enforcement officers were allowed and permitted to engage in conduct that was in violation of Plaintiffs' constitutional rights as more specifically set out in the General Allegations above.

On information and belief, the Defendant Marshfield Police Department's failure to adopt such policies and training was the moving force behind the violations of Plaintiff's constitutional rights. Such failures include, but are not limited to:

1. The Marshfield Police Department had no written policy, procedure, custom, practice and/or training regarding the circumstance under which a law enforcement officer must obtain judicial authorization prior to removing a child from the custody of its parent while there is documented domestic abuse in the home;
2. Marshfield Police Department had no written policy, procedure, custom, practice and/or training requiring a law enforcement officer to obtain judicial authorization prior to removing a child from the custody of its parent(s), when there was no evidence that the child was in immediate risk of suffering serious bodily injury at the hands of its parent(s);
3. Marshfield Police Department had no written policy, procedure, custom, or practice to require recurrent training of its law enforcement officers delineating the constitutional protections afforded to a parent and child by the First, Fourth, and Fourteenth Amendments;
4. Marshfield Police Department had no written policy, custom, or practice to require recurrent training of its law enforcement officers to instruct them that they must possess "specific, articulable evidence" that a child would be placed at immediate risk of suffering serious harm at the hands of the parent(s), prior to removing the child from its parent's custody without judicial authorization;
5. Marshfield Police Department had no written policy, procedure, custom, or practice to require recurrent training of its law enforcement officers instructing that a law enforcement officer must pursue reasonable avenues of investigation before removing a child from the custody of its parent(s), when there was no evidence that the child was in immediate risk of suffering serious bodily injury.

By deliberately refraining from promulgating any of the aforementioned policies, procedures, customs, practices and/or training, Marshfield Police Department permitted the aforementioned basic policy decisions to be made by the lower level law enforcement officers in the field. As a result, the Defendant Marshfield Police Department's policy, custom, and/or practice – as established, adopted, and implemented by the Police Department Defendants - was to detain a child from its parent without judicial authorization, parental consent, and without specific, articulable evidence to suggest that the child is in immediate risk of suffering serious bodily injury at the hands of that parent, and then to continue to detain the child even though they knew there was no legitimate basis to do so, and then to continue to detain the child or otherwise cause the continued detention of the child even though it was known that there was no factual basis to do so.

The state of the law regarding the constitutional protections afforded to a parent and child by the First and Fourteenth Amendments was clearly established well before August 2018. As such, the Defendant Marshfield Police Department knew before 2018 that its law enforcement officers required recurrent training on the constitutional protections afforded to a parent and child. On information and belief, despite this knowledge, the Defendant Marshfield Police Department deliberately failed to train or, alternatively, deliberately failed to provide recurrent and updated training to its law enforcement officers on the following constitutional protections:

1. The Marshfield Police Department did not provide recurrent training to its law enforcement officers regarding the circumstances under which judicial authorization must be obtained prior to removing a child from the custody of its parent;
2. The Marshfield Police Department did not provide recurrent training to its law enforcement officers regarding the fact that judicial authorization must be obtained prior to removing a child from the custody of its parent, when there was no evidence that the child was in immediate risk of suffering serious bodily injury;
3. The Marshfield Police Department did not provide training to its law enforcement officers on the well-established constitutional protections afforded to a parent and child by the First and Fourteenth Amendments.

The Defendant Marshfield Police Department's deliberate failure to train its law enforcement officers on these established constitutional protections was a substantial factor in causing the Plaintiffs harm, in that officers working for the Defendant Marshfield Police Department were unfamiliar with and oblivious to the Plaintiff's constitutional rights, when the MPD deputies and/or detectives, seized T.E.H., without judicial authorization, parental consent, and in the absence of exigent circumstances.

The Defendant Marshfield Police Department's decision to disregard these constitutional protections in the face of a known need for such policies to prevent the specific misconduct alleged herein above, i.e., the known need for a specific policy prohibiting the aforementioned misconduct, is itself a "policy" decision which constitutes a policy of deliberate indifference.

This policy of deliberate indifference, and the lack of prophylactic policies and training in the face of a known need for such policies and training was a substantial factor in causing the Plaintiffs harm, in that the Marshfield Police Department and its officers followed and acted pursuant to the regularly established customs, practices, and well known and accepted standard operating procedures of the Marshfield Police Department when they seized T.E.H. from her mother's custody and care without judicial authorization, parental consent, and without specific, reasonable, and articulable evidence to suggest that either child was in immediate risk of suffering serious bodily injury - none of which was constitutionally permissible.

Plaintiff is informed and believes that, the Defendant Marshfield Police Department never investigates, reprimands, disciplines, and/or discharges its law enforcement officers who engage in the type of conduct alleged herein. Plaintiff is informed and believes that, Marshfield Police Department has refused and continues to refuse to admit that its officers commit a constitutional violation when they engage in the type of conduct alleged herein.

These actions, and/or inactions, of Marshfield Police Department were the moving force behind, and direct and proximate cause of Plaintiffs' injuries, as alleged herein; and as a result, Plaintiffs have sustained general and special damages, to an extent and in an amount to be proven at trial. In addition, Plaintiffs have incurred, and will continue to incur, attorneys' fees, costs and expenses, including those as authorized by 42 U.S.C. § 1988, to an extent and in an amount subject to proof at trial.

COUNT 2

By PLAINTIFFS MICHELLE R GILBANK AND T.E.H.
Against WOOD COUNTY DHS, CHILDREN'S HOSPITAL OF WISCONSIN,
and DOES 1 through 10, inclusive

Plaintiffs Michelle R Gilbank and T.E.H. incorporate the above allegations of fact and law as though fully set forth herein.

Defendants, and each of them, had, and have, an affirmative duty and obligation to recognize, acknowledge, and respect the constitutional rights of Plaintiffs, and to conduct themselves in a manner that confirms, provides for the preservation of, and does not violate their rights. These rights include, without limitation, the right to privacy, family integrity and the right to remain free of non-consensual unwarranted seizure, all arising under the First and Fourteenth Amendments to the United States Constitution. Moreover, Defendants' employees and/or agents who, in their official capacity had supervisory and/or policy making authority, shared duties identical to those of their respective employers.

The above listed constitutional mandates apply equally to government and to those private persons who are willful or voluntary participants with the government in violating laws and the constitutional rights of parents and children placed under their supervision. *See Dennis v. Sparks*, 449 U.S. 24, 27 (1980).

As detailed above, Defendant CHW regularly and systematically restricted families from enjoying their rights to family integrity and violated the privacy rights of parents and children in doing so, pursuant to contract, and at the behest and direction of WCDHS. Defendant CHW is paid money by WCDHS for these services and regularly cooperates in joint action with government to investigate and document allegations of child abuse - which is a traditional governmental function.

The Defendants, and each of them, also had a duty to use reasonable care to select, assign, supervise, train, control and review the activities of all its agents, officers, employees and those acting under them, so as to protect the constitutional rights of Plaintiffs and to refrain from acting with deliberate indifference to the constitutional rights of Plaintiffs in order to avoid causing the injuries and damages alleged herein.

Based on the duties charged to the Defendants, and each of them, their policymaking officials knew or should have known of the need to establish such customs, policies, and practices as were required to protect the aforementioned constitutional rights of children with whom the Defendants and their employees and/or agents regularly came into contact.

At the time of the underlying events, the regularly established customs and practices of the Defendants, and each of them, that were followed, adhered to, complied with, and carried out by their employees, agents, and contractors, were the moving force that caused the violations of the constitutional rights of Plaintiffs including, but not limited to the following policies, customs, and/or practices:

1. The custom and/or practice of subjecting children to unwarranted restrictions on the liberties and integrity of their family;
2. The custom and/or practice to directly interfere with the right of a parent raise their child with unwarranted government intrusion;
3. The custom and practice of interfering in the integrity of the parent/child relationship pursuant to contract and at the behest of WCDHS without any independent determination and/or consideration as to whether the interference is appropriate and/or necessary.
4. The unwritten policy of acting with deliberate indifference to the rights of children and parents with whom Defendants agents can regularly be expected to come into contact by failing and/or refusing to implement a practice of regular and adequate training and/or supervision, and/or by failing to train and/or supervise their respective officers, contractors, agents, and/or employees, in providing and ensuring compliance with the constitutional protections guaranteed to individuals, including those under the First, Fourth, and Fourteenth Amendments, when performing actions related to child abuse investigations.³

Defendants, and each of them, never investigate or discipline its employees, doctors, contractors, and/or agents who interfere with families' constitutional rights - without consent, court order, exigency, and/or inquire to determine whether there was a basis to perform the services. Defendants, and each of them, did not investigate or discipline the employees, doctors, contractors, and/or agents for violating the constitutional rights of parents and children - without consent, court order, exigency, and/or inquire to determine whether there was a basis to interfere.

Defendants, and each of them, refuse to admit that interfering with the liberty and constitutional right to family integrity without parental consent, court order, and/or exigent circumstances violates a parent's constitutional rights - and continue to do so. Defendants deny that they violated Plaintiffs' rights when Defendants subjected T.E.H. to an unwarranted removal without parental consent, court order, and/or exigent circumstances. Defendants ratified and/or approved of T.E.H.'s non-consensual unwarranted removal

Defendants, and each of them, failed to train their respective employees and/or agents on the constitutional rights of a parent and child, including, but not limited to:

1. That a child cannot be removed from the custody of his or her parent - without judicial authorization or parental consent - when there is no specific, reasonable, and articulable evidence that the child is in immediate risk of suffering serious bodily injury.
2. That an thorough investigation and/or inquiry must be performed to determine whether or not there is a basis for performing an unwarranted and non-consensual removal of a child.

Without adequate training, Defendants, and each of them, were unfamiliar with and oblivious to Plaintiffs' constitutional rights, when they subjected T.E.H. to a removal from her primary caregiver and custodial mother - without parental consent, court order, and/or exigency.

Defendants' non-consensual unwarranted removal of T.E.H. was not an isolated incident specific to her circumstances. On the contrary, such warrantless non-consensual removals are routine, regular and recurring events, and are perpetrated by Defendants on a daily basis in the same or similar circumstances as alleged herein.

³ The above list is not exhaustive. Plaintiffs may seek leave to amend this complaint as additional information is discovered.

Defendants have engaged in each of the customs and/or practices identified above on an ongoing and continuous basis. They continue to engage in said practices on an ongoing and daily basis, and will continue to do so until ordered to stop.

These customs, policies, and/or practices of Defendants were the moving force behind, and the direct and proximate cause of the injuries sustained by Plaintiffs. As a result, Plaintiffs have sustained general and special damages, to an extent and in an amount to be proven separately at trial. In addition, Plaintiffs have incurred, and will continue to incur, attorneys' fees, costs and expenses, including those as authorized by 42 U.S.C. § 1988, to an extent and in an amount subject to proof at trial.

JURY DEMAND

Plaintiffs Michelle R Gilbank and T.E.H. demand a jury trial as to all issues so triable.

D. What injuries occurred due to the acts of the defendants?

Continued trauma and re-traumatization to both plaintiffs. T.E.H. began wetting herself after supervised visits with Michelle and upon being told she had to leave Michelle. T.E.H. had been fully potty-trained for over a year and Mr. Hoyle began putting her in pullups again. Separation anxiety was experienced and continues for both Plaintiffs. Irreparable harm to development and security of T.E.H. Complex-PTSD of Michelle Gilbank worsened to the point of permanent disability determination by the Social Security Administration. T.E.H. has received counseling and Michelle Gilbank is undergoing continued mental health treatment and prescriptions.

Michelle Gilbank was forced to move out of the family home due to the unsupported, and knowingly unsupportable allegations by the MPD and the WCDHS social workers. Moreover, she was forced into a limited visitation schedule that severely affected her relationship and bonds with T.E.H., and T.E.H.'s bonds with her.

It has now been almost two years since the original unlawful separation of the Plaintiffs and the system was weaponized against them by the conspiracy between the Defendants and Mr. Hoyle. Michelle now has sole custody of T.E.H. and they are working to rebuild their trust in the system and each other. Michelle has obtained custody because Mr Hoyle – who was convicted of 1st degree sexual assault of a child for placing his fingers in a six-year-old girl's vagina – admitted that he was placing his fingers on T.E.H.'s vagina daily. T.E.H. had to undergo a sexual assault examination and was traumatized once again. Local authorities declined to prosecute because T.E.H. had been placed in Mr. Hoyle's care by WCDHS and he explained to them that he was touching T.E.H. in an attempt to perform daily hygiene.

These additional assaults to T.E.H. would not have occurred but for Defendants violations of the rights of both Plaintiffs and failure of Defendants follow state and federal law and to thoroughly investigate and provide T.E.H. with the safety they proclaimed to be addressing.

(All Counts)

V. Relief

State briefly what you want the court to do for you. Make no legal arguments. Do not cite any cases or statutes. If requesting money damages, include the amounts of any actual damages and/or punitive damages claimed for the acts alleged. Explain the basis for these claims.

WHEREFORE, Michelle R Gilbank and T.E.H. pray for judgment against Defendants, as to all causes of action, as follows:

1. General damages and special damages according to proof, but in no event less than \$1,000,000;
2. Punitive damages as allowed by law against all Defendants whom are not municipalities;
3. Attorneys fees pursuant to 42 U.S.C. § 1988, and any other appropriate statute;
4. Injunctive relief, both preliminary and permanent, as allowed by law, (including preliminary injunctive relief to be based upon a separate application);
5. Costs of suit incurred herein; and
6. Such further relief as the Court deems just and proper.

VI. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

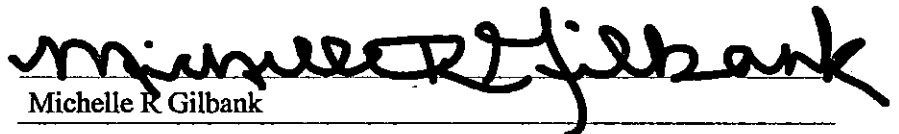
A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: June 29, 2020

Signature of Plaintiff

Printed Name of Plaintiff


Michelle R Gilbank

South Wood County Humane Society
3621 64th St N
Wisconsin Rapids, WI 54494 US
715-423-0505
swchs@swchs.com
www.swchs.com

Invoice

**BILL TO**

Nanci Olson
WOOD COUNTY SHERIFF'S
DEPARTMENT
400 Market Street #2
Wisconsin Rapids, Wisconsin
54494

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
459	04/07/2020	\$380.00	05/07/2020	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/15/2020	Bite Quarantine	Bite Quarantine for cat named Socks A&D# 67183 Owner Joseph Reignier	10	30.00	300.00
03/26/2020	Services	Extra days held, owner refused pick up until April 2, 2020	8	10.00	80.00

Thank you for working with the South Wood County Humane Society

BALANCE DUE

\$380.00

"Working together to build a better community"

WOOD COUNTY HUMANE OFFICER COMPLAINT FORM
Agency_ Wisconsin Rapids PD _____ Humane Officer_ Nanci Olson_

Complaint# 20- 5570 _____ Date: 3-15-2020 _____ Time _____

Complainant Name:

_____ Cat Bite Victim: Dalton T. Molski _____ DOB_ 6-15-1997 Age _____

Address_ apartment # 20, 2921 Boles Street _____
_____ Wisconsin Rapids, WI _____

phone # 715-610-8490 _____

Phone # _____

Suspect Name

_____ Cat Owner: Joseph Alphonse Reignier _____ DOB_ 2-24-2001 Age _____

Address _____ apartment # 29, 2821 Boles Street _____
_____ Wisconsin Rapids, WI _____

Phone # 715-610-8490 _____

Phone # _____

SUMMARY: Wisconsin Rapids Officer Rodney Krakow was first dispatched to this cat bite. The officer report includes: *"MOLSKI informed the officer there was a stray cat in the building, MOLSKI first called the humane society and they advised him to try and capture it, he was unable to do so, but at one point he walked too close to the cat and the cat jumped at him, the cat bit and scratched his right leg. Officer Krakow states he tried chasing the cat outside but the cat would not go. He went back to the PD to get a net but was unable to trap the cat in the net and he did call the Humane Society to pick up the cat"*.

When I was contacted by dispatch, I made contact with the bite victim, DALTON T. MOLSKI, he explained that he was bit when he was trying to contain the cat by trying to pick it up. I advised MOLSKI to obtain medical attention for his cat bite, he declined. MOLSKI also stated that people in the apartment building let stray cats in all the time.

I made contact with the South Wood County Humane Society who had picked up the cat, they said the cat is a male, black with a little white on him and is a long haired Maine Coon. I issued a Rabies Control Report for this stray cat, and asked them to hold the cat for the ten day quarantine and to let me know if an someone calls and claims ownership of the cat. Staff at the Humane Society said this cat is appears to be feral and is most difficult to handle.

A few days later JOSEPH REIGNIER, apt. # 29 calls and said it's his cat. I explained to him that he needs to pay the \$300 cost of quarantine. REIGNIER did not have the money to pay the fee and the humane society said they want him to reclaim this cat ASAP as it is not safe for staff to care for it. I made contact with REIGNIER and asked him to pick up his cat on 'day 10' of the quarantine, which would be March 25th. REIGNIER refused to pick up his cat until April 2nd, 2020.

Committee Report

County of Wood

Report of claims for: BRANCH 1 / PROBATE

For the period of: JULY 2020

For the range of vouchers: 03200041 - 03200044

Voucher	Vendor Name	Nature of Claim	Doc Date	Amount	Paid
03200041	GREGG INVESTIGATIONS INC	PROCESS SERVICE 16IN157 COX	07/13/2020	\$35.00	
03200042	STAPLES ADVANTAGE	OFFICE SUPPLIES	07/14/2020	\$61.41	
03200043	WHITTINGTON JULIAN C	PROCESS SERVICE 16IN44	07/13/2020	\$30.00	
03200044	ANDERSON MARY C	REIMB 2020 WRIPA DUES	07/14/2020	\$75.00	
Grand Total:				\$201.41	

Signatures

Committee Chair:

Committee Member:

Committee Member:

Committee Member:

Committee Member:

Committee Member:

Committee Member:

Committee Member:

Committee Member:

Committee Report

County of Wood

Report of claims for: BRANCH 2

For the period of: JULY 2020

For the range of vouchers: 04200023 - 04200026

Voucher	Vendor Name	Nature of Claim	Doc Date	Amount	Paid
04200023	SOSNOWSKI CATHERINE M	TRANSCRIPT FEES	06/18/2020	\$50.00	P
04200024	PETERSON MICHELLE L	TRANSCRIPT FEE 18CF325	07/16/2020	\$10.00	
04200025	PETERSON MICHELLE L	TRANSCRIPT FEES 19CF235, 366	07/20/2020	\$40.00	
04200026	ZAMOW DENISE	TRANSCRIPT FEES 19CF568, 574	07/17/2020	\$22.00	
Grand Total:				\$122.00	

Signatures

Committee Chair:

Committee Member:

Committee Member:

Committee Member:

Committee Member:

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Committee Member:

Committee Member:

Committee Member:

Committee Report

County of Wood

Report of claims for: BRANCH 3 / DRUG COURT

For the period of: JULY 2020

For the range of vouchers: 05200052 - 05200058

Voucher	Vendor Name	Nature of Claim	Doc Date	Amount	Paid
05200052	ATTIC CORRECTIONAL SERVICES INC	DRUG COURT STAFF & REVENUE	07/02/2020	\$6,174.20	P
05200053	ATTIC CORRECTIONAL SERVICES INC	DRUG COURT STAFF ENHANCED	07/02/2020	\$1,833.33	P
05200054	CORDANT HEALTH SOLUTIONS	DRUG TESTING	06/30/2020	\$3,602.55	P
05200055	SWITS LTD	INTERPRETER FEES	07/13/2020	\$107.00	
05200056	PETERSON MICHELLE L	TRANSCRIPT FEE 18CF330	07/20/2020	\$42.00	
05200057	ZAMOW DENISE	TRANSCRIPT FEES 19CF64, 82	07/08/2020	\$28.00	
05200058	ZAMOW DENISE	TRANSCRIPT FEE 18CF618	07/13/2020	\$36.00	
Grand Total:				\$11,823.08	

Signatures

Committee Chair: _____

Committee Member: _____

Committee Member: _____

Committee Member: _____

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Committee Member: _____

Committee Member: _____

Committee Report

County of Wood

Report of claims for: CHILD SUPPORT

For the period of: 07/2020

For the range of vouchers: 02200046 - 02200053

Voucher	Vendor Name	Nature of Claim	Doc Date	Amount	Paid
02200046	CW SOLUTIONS LLC	ELEVATE/A&V/SCAN PROGRAM COSTS	07/28/2020	\$14,333.83	
02200047	DNA DIAGNOSTICS CENTER	9-IND. GENETIC TESTS	07/28/2020	\$207.00	
02200048	FIELDPRINT INC	FINGERPRINT COSTS-2 STAFF	07/28/2020	\$15.50	
02200049	LEGAL LOGISTICS LLC	21-PROCESS OF SERVICE FEES	07/28/2020	\$1,275.00	
02200050	OFFICE DEPOT	OFFICE SUPPLIES	07/28/2020	\$125.09	
02200051	RIVER CITY PROCESS SERVERS	14-PROCESS OF SERVICE FEES	07/28/2020	\$560.00	
02200052	SWITS LTD	INTERPRETER FEES	07/28/2020	\$86.00	
02200053	WI DEPT OF JUSTICE	FINGERPRINT-BACKGROUND CHECKS	07/28/2020	\$56.50	
Grand Total:				\$16,658.92	

Signatures

Committee Chair:

Committee Member:

Committee Member:

Committee Member:

Committee Member:

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Committee Member:

Committee Report

County of Wood

Report of claims for: CLERK OF CIRCUIT COURT

For the period of: JULY 2020

For the range of vouchers: 07200425 - 07200482

Voucher	Vendor Name	Nature of Claim	Doc Date	Amount	Paid
07200425	ANCHOR POINT THERAPY AND EVALUATION SERVICES LLC	Med Exam - 20ME100	06/24/2020	\$195.00	P
07200426	ANCHOR POINT THERAPY AND EVALUATION SERVICES LLC	Med Exam - 20GN42	07/02/2020	\$500.00	P
07200427	ANCHOR POINT THERAPY AND EVALUATION SERVICES LLC	Med Exam - 20GN45	07/03/2020	\$500.00	P
07200428	ANCHOR POINT THERAPY AND EVALUATION SERVICES LLC	Med Exam - 20GN48	07/03/2020	\$500.00	P
07200429	BEHAVIORAL CONSULTANTS	Med Exam - 20CF199 & 20CF240	06/29/2020	\$2,700.00	P
07200430	PHYSICIAN BEHAVIORAL HEALTH EVALUATIONS LLC	Med Exam - 20ME56	06/22/2020	\$845.00	P
07200431	CVEYKUS DANIEL T ATTORNEY	Atty Fee - 20GN37	06/25/2020	\$290.00	P
07200432	GEBERT LAW OFFICE	Mediation Srvc - June 2020	07/01/2020	\$1,750.00	P
07200433	GORSKI & WITTMAN SC	Atty Fee - 20GN40	07/06/2020	\$346.18	P
07200434	KESSLER AND GREER LAW OFFICE	Atty Fee - 94GN34	07/03/2020	\$230.00	P
07200435	KESSLER AND GREER LAW OFFICE	Atty Fee - 13GN59	07/03/2020	\$260.00	P
07200436	MUSUNURU J R MD	Med Exam - 20ME100	06/24/2020	\$420.00	P
07200437	MUSUNURU J R MD	Med Exam - 20ME101	06/28/2020	\$520.00	P
07200438	NASH LAW GROUP	Atty Fee - 19CF663 & 20CF227	06/24/2020	\$1,377.41	P
07200439	NASH LAW GROUP	Atty Fee - 20JC82	06/24/2020	\$270.00	P
07200440	NASH LAW GROUP	Atty Fee - 18JC64 - 67	06/29/2020	\$150.00	P
07200441	NASH LAW GROUP	Atty Fee - 18JC128 & 129	06/29/2020	\$100.00	P
07200442	NASH LAW GROUP	Atty Fee - 14JG13	06/29/2020	\$120.00	P
07200443	NASH LAW GROUP	Atty Fee - 18GN112	06/29/2020	\$520.00	P
07200444	NASH LAW GROUP	Atty Fee - 19CF527	07/01/2020	\$615.00	P
07200445	NASH LAW GROUP	Atty Fee - 11GN64	07/07/2020	\$105.00	P
07200446	SLATTERY TRAVIS LAW OFFICE	Atty Fee - 20JC95	06/17/2020	\$160.00	P
07200447	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS	SDC person search-June 2020	07/01/2020	\$50.00	P
07200448	WEILAND LEGAL SERVICES	Atty Fee - 20GN38	06/24/2020	\$360.00	P
07200449	WEILAND LEGAL SERVICES	Atty Fee - 19GN75	07/04/2020	\$290.00	P
07200450	WEILAND LEGAL SERVICES	Atty Fee - 20GN32	07/06/2020	\$530.00	P
07200451	ANCHOR POINT THERAPY AND EVALUATION SERVICES LLC	Med Exam - 20GN26	04/28/2020	\$500.00	P
07200452	ANCHOR POINT THERAPY AND EVALUATION SERVICES LLC	Med Exam - 20ME101	07/07/2020	\$195.00	P
07200453	ANCHOR POINT THERAPY AND EVALUATION SERVICES LLC	Med Exam - 18ME203	07/08/2020	\$390.00	P

CLERK OF CIRCUIT COURT - JULY 2020

07200425 - 07200482

Voucher	Vendor Name	Nature of Claim	Doc Date	Amount	Paid
07200454	ANCHOR POINT THERAPY AND EVALUATION SERVICES LLC	Med Exam - 20ME105	07/14/2020	\$390.00	P
07200455	ANCHOR POINT THERAPY AND EVALUATION SERVICES LLC	Med Exam - 16ME118	07/16/2020	\$540.00	P
07200456	ANCHOR POINT THERAPY AND EVALUATION SERVICES LLC	Med Exam - 20ME106	07/16/2020	\$345.00	P
07200457	ANCHOR POINT THERAPY AND EVALUATION SERVICES LLC	Med Exam - 20GN51	07/17/2020	\$500.00	P
07200458	LA CHAPELLE KRYSHAK & NETTESHEIM LLP	Atty Fee - 19TP14	07/13/2020	\$210.00	P
07200459	LA CHAPELLE KRYSHAK & NETTESHEIM LLP	Atty Fee - 20JC47	07/13/2020	\$550.00	P
07200460	BRATCHER LAW OFFICE LLC	Atty Fee - 18GN79	07/15/2020	\$122.75	P
07200461	PHYSICIAN BEHAVIORAL HEALTH EVALUATIONS LLC	Med Exam - 20ME02	07/03/2020	\$600.00	P
07200462	PHYSICIAN BEHAVIORAL HEALTH EVALUATIONS LLC	Med Exam - 20ME106	07/15/2020	\$650.00	P
07200463	GEBERT LAW OFFICE	Atty Fee - 20JG07	07/09/2020	\$100.00	P
07200464	GEBERT LAW OFFICE	Atty Fee - 20JI01	07/14/2020	\$180.00	P
07200465	GEBERT LAW OFFICE	Atty Fee - 20CV178	07/17/2020	\$100.00	P
07200466	GORSKI KENNETH	Court Comm. Services June 2020	07/15/2020	\$1,250.00	P
07200467	HILL & WALCZAK ATTYS	Atty Fee - 20JC90	07/15/2020	\$710.00	P
07200468	HILL & WALCZAK ATTYS	Atty Fee - 20JC85	07/15/2020	\$630.00	P
07200469	HILL & WALCZAK ATTYS	Atty Fee - 19JC106	07/15/2020	\$310.00	P
07200470	HILL & WALCZAK ATTYS	Atty Fee - 20JC13	07/15/2020	\$3,010.00	P
07200471	HILL & WALCZAK ATTYS	Atty Fee - 20JC87	07/15/2020	\$645.00	P
07200472	LLOYD PETER C LLC	Atty Fee - 20JC105	07/13/2020	\$100.00	P
07200473	MUSUNURU J R MD	Med Exam - 20ME105	07/10/2020	\$420.00	P
07200474	SLATTERY TRAVIS LAW OFFICE	Atty Fee - 20JC47	07/06/2020	\$640.00	P
07200475	SLATTERY TRAVIS LAW OFFICE	Atty Fee - 19CM855	07/06/2020	\$430.00	P
07200476	STAPLES ADVANTAGE	Office Supplies	07/21/2020	\$47.70	P
07200477	WEILAND LEGAL SERVICES	Atty Fee - 18GN52	07/14/2020	\$100.00	P
07200478	WEILAND LEGAL SERVICES	Atty Fee - 20CF276	07/19/2020	\$1,073.17	P
07200479	WEILAND LEGAL SERVICES	Atty Fee - 17GN41	07/17/2020	\$100.00	P
07200480	WEILAND LEGAL SERVICES	Atty Fee - 06GN37	07/14/2020	\$100.00	P
07200481	WEST PAYMENT CENTER	LL Internet Access - June 2020	07/01/2020	\$1,430.54	P

Grand Total:**\$30,072.75**

Signatures

Committee Chair: _____
Committee Member: _____
Committee Member: _____
Committee Member: _____
Committee Member: _____

Committee Member: _____
Committee Member: _____
Committee Member: _____
Committee Member: _____

Committee Report

County of Wood

Report of claims for: Corporation Counsel

For the period of: July 2020

For the range of vouchers: 09200022 - 09200031

Voucher	Vendor Name	Nature of Claim	Doc Date	Amount	Paid
09200022	ZAPPEN JUDGE EDWARD	mediation fees	06/26/2020	\$400.00	P
09200023	WEILAND LEGAL SERVICES	outside counsel	06/22/2020	\$200.00	P
09200024	AMAZON CAPITAL SERVICES	office supplies	07/24/2020	\$67.66	
09200025	STATE BAR OF WISCONSIN	open mtgs/advise older client	06/30/2020	\$38.24	
09200026	STAPLES ADVANTAGE	office supplies	07/11/2020	\$9.48	
09200027	STAPLES ADVANTAGE	office supplies	07/02/2020	\$22.42	
09200028	STAPLES ADVANTAGE	office supplies	07/02/2020	\$4.41	
09200029	STAPLES ADVANTAGE	office supplies	07/01/2020	\$6.66	
09200030	STAPLES ADVANTAGE	office supplies	06/27/2020	\$46.41	
09200031	WEILAND LEGAL SERVICES	outside counsel	07/06/2020	\$240.00	
Grand Total:				\$1,035.28	

Signatures

Committee Chair: _____

Committee Member: _____

Committee Member: _____

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Committee Report

County of Wood

Report of claims for: DISTRICT ATTORNEY

For the period of: JULY 2020

For the range of vouchers: 11200022 - 11200026

Voucher	Vendor Name	Nature of Claim	Doc Date	Amount	Paid
11200022	STAPLES ADVANTAGE	OFFICE SUPPLIES	07/08/2020	\$60.37	P
11200023	STAPLES ADVANTAGE	OFFICE SUPPLIES	07/08/2020	\$6.89	P
11200024	WI DEPT OF JUSTICE	SCRUGGS HOMICIDE	05/07/2020	\$240.35	P
11200025	STAPLES ADVANTAGE	OFFICE SUPPLIES	07/21/2020	\$40.35	
11200026	STAPLES ADVANTAGE	CREDIT MEMO	07/22/2020	(\$23.90)	
Grand Total:				\$324.06	

Signatures

Committee Chair:

Committee Member:

Committee Member:

Committee Member:

Committee Member:

Committee Member:

Committee Member:

Committee Member:

Committee Member:

Committee Report

County of Wood

Report of claims for: REGISTER OF DEEDS

For the period of: JULY 2020

For the range of vouchers: 24200022 - 24200026

Voucher	Vendor Name	Nature of Claim	Doc Date	Amount	Paid
24200022	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	07/08/2020	\$35.99	P
24200023	AMAZON CAPITAL SERVICES	CREDIT MEMO	07/14/2020	(\$12.33)	P
24200024	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	07/14/2020	\$18.13	P
24200025	FIDLAR TECHNOLOGIES INC	LAREDO USAGE JUNE 2020	07/15/2020	\$1,590.45	
24200026	WOOD TRUST BANK	SAFE DEPOSIT BOX RENTAL FEE	07/02/2020	\$100.00	
Grand Total:				\$1,732.24	

Signatures

Committee Chair:

Committee Member:

Committee Member:

Committee Member:

Committee Member:

Committee Member:

Committee Member:

Committee Member:

Committee Member:



Wood County WISCONSIN

CHILD SUPPORT AGENCY

AUGUST 2020

MONTHLY REPORT TO THE JUDICIAL AND LEGISLATIVE COMMITTEE

Prepared by Child Support Director Brent Vruwink

- Preparation for the 2021 Child Support budget is underway. We received preliminary revenue estimates from the state and are just waiting to firm up one more revenue source. In looking at the 2020 budget at the halfway point of the year we are in a good position. I am projecting revenue to be slightly higher than anticipated and expenses to be slightly lower.
- I attended the WCSEA Board meeting on July 9th. We decided to cancel the WCSEA Fall Conference for 2020. It is unfortunate as the conference is the main training resource for our agency.
- Governor Evers has proclaimed August to be Child Support Awareness Month.
- I attended the WCA Health and Human Services Steering Committee meeting on July 10th.
- The ELEVATE Program is starting to take off again and we have begun enrolling customers.
- I attended the Criminal Justice Adhoc Committee meeting on July 22nd.
- I spoke with Facilities Manager Van Tassel about the old Victim Witness space and our use of it moving into 2021. The space works well for the agency to meet with customers in a safe way as we try to serve customers during this pandemic. I would like to permanently maintain the space moving forward and I am looking for approval from the committee to do so. If you so approve, the Facilities Manager will take the request to the Property & Information Technology Committee for consideration.
- I will be meeting with the Bureau of Regional Operations on August 5th for our annual monitoring check in.
- Agency performance is on target to meet Federal Performance measures. Although we are on target to meet and exceed all the measures it has been a real struggle to maintain good performance numbers.
- The current IV-D case count is 3,836.

Clerk of Courts Departmentwide
For the Seven Months Ending Friday, July 31, 2020

	Actual	2020 Budget	Variance	Variance %
REVENUES				
Intergovernmental Revenues				
43512 State Aid-Courts	\$29,692.75	\$59,000.00	(\$29,307.25)	(49.67%)
43514 State Aid-Court Support Services		75,775.00	(75,775.00)	(100.00%)
Total Intergovernmental	29,692.75	134,775.00	(105,082.25)	(77.97%)
Fines, Forfeits and Penalties				
45115 County Share of Occupational Driver	40.00	200.00	(160.00)	(80.00%)
45120 County Share of State Fines and Forfeitures	62,549.12	130,000.00	(67,450.88)	(51.89%)
45130 County Forfeitures Revenue	44,550.07	94,000.00	(49,449.93)	(52.61%)
Total Fines, Forfeits and Penalties	107,139.19	224,200.00	(117,060.81)	(52.21%)
Public Charges for Services				
46140 Court Fees	88,978.64	150,000.00	(61,021.36)	(40.68%)
46141 Court Fees and Costs-Marriage Counseling	3,230.00	5,000.00	(1,770.00)	(35.40%)
46142 Attorney Reimbursements	21,105.16	22,000.00	(894.84)	(4.07%)
46143 Other Professional Reimbursements	4,272.00	7,000.00	(2,728.00)	(38.97%)
Total Public Charges for Services	117,585.80	184,000.00	(66,414.20)	(36.09%)
Interdepartmental Charges for Services				
47410 Dept Charges-Hlth Benefits & Other	892.58	2,000.00	(1,107.42)	(55.37%)
47411 Dept Charges-Purchasing	3,292.42	9,000.00	(5,707.58)	(63.42%)
Total Interdepartmental Charges	4,185.00	11,000.00	(6,815.00)	(61.95%)
Total Intergovernmental Charges for Services	4,185.00	11,000.00	(6,815.00)	(61.95%)
Miscellaneous				
48117 Interest-Clerk of Courts	179.54	250.00	(70.46)	(28.18%)
Total Miscellaneous	179.54	250.00	(70.46)	(28.18%)
TOTAL REVENUES	258,782.28	554,225.00	(295,442.72)	(53.31%)
EXPENDITURES				
General Government				
51217 Clerk of Courts-Divorce Mediation	11,275.00	25,000.00	13,725.00	54.90%
51220 Family Court Commissioner	31,249.96	65,600.00	34,350.04	52.36%
51221 Clerk of Courts	683,723.04	1,513,161.98	829,438.94	54.81%
Total General Government	726,248.00	1,603,761.98	877,513.98	54.72%
TOTAL EXPENDITURES	726,248.00	1,603,761.98	877,513.98	54.72%
NET INCOME (LOSS) *	(467,465.72)	(1,049,536.98)	582,071.26	(55.46%)

This Report was generated on July 20, 2020 and includes June revenue.

The majority of revenue account Variances should be at 50% or less.

The majority of expense account Variances should be at 50% or more.

For the Judicial & Legislative Committee Meeting dated: Aug. 7, 2020
Prepared by Cindy Joosten Clerk of Circuit Court

ANNUAL REVENUE COMPARISON

2019					2020						
	Total		State	County	Muni		Total		State	County	Muni
Jan	179,852		136,758	42,461	633	Jan	223,004		159,574	62,197	1,233
Feb	212,467		158,150	52,379	1,939	Feb	202,972		138,950	62,508	1,514
Mar	194,299		142,536	49,778	1,984	Mar	214,998		158,928	53,740	2,331
Apr	189,013		139,172	48,347	1,493	Apr	121,789		85,475	35,406	908
May	185,776		140,207	44,153	1,417	May	135,285		99,861	33,945	1,478
Jun	210,035		156,223	51,320	2,492	Jun	174,646		127,001	45,414	2,231
Jul	193,788		143,500	48,455	1,833	Jul	-				
Aug	187,702		139,549	47,035	1,118	Aug	-				
Sep	194,335		147,992	44,695	1,648	Sep	-				
Oct	207,441		155,176	49,993	2,272	Oct	-				
Nov	171,413		126,828	43,058	1,527	Nov	-				
Dec	171,484		126,066	43,902	1,516	Dec	-				
2,297,606 - 1,712,157 565,576 19,872						1,072,694 - 769,788 293,211 9,695					
2019 YEAR TO DATE REVENUE:						1,171,442 - 873,045 288,439 9,958					
INCREASE (Decrease)						(98,748) - (103,257) 4,772 (263)					



Wood County WISCONSIN

**CORPORATION
COUNSEL OFFICE**

Peter A. Kastenholz
CORPORATION COUNSEL

MONTHLY REPORT TO THE JUDICIAL AND LEGISLATIVE COMMITTEE
July 2020

Saratoga Solar Farm. Savion has been working with Communications Engineer, Erik Engel, to address concerns that the County has with inverters at the solar farm causing interference with future enhancements with the County's radio system. Savion is convinced that the County's radio communications hardware is far enough from the inverters so as to never be a problem. We are not quite so sanguine about it, and will make sure that any agreement does not leave the County in the lurch, albeit we are unlikely to get any guarantees out of Savion despite their assurances. The developer's agreement has clearly been on the back burner for Savion, maybe it will start to move forward again. I'll continue to keep you posted.

Board of Adjustment Appeal Hearing. The Planning and Zoning Department (P&Z) was successful in not having its administrative order overturned and the time frame for further appeal has passed. I handle a lot of administrative and court proceedings for the County and I am pleased to report that P&Z Code Administrator, Jeff Brewbaker, did a very thorough job in preparing for what was a very contentious case.

Office Space. The Maintenance Department is working to reconfigure the office suite formerly occupied by the district attorney staff such that we can use a part of it. The reason for the move is that I have identified needing additional space a few years down the road for legal staff and we are the next domino to fall in the relocation process. It is unclear what time frame we are looking at for a move, albeit this should happen yet this year, but if you have any questions about the transition, please let us know.

Wood County v. MACU. This is the case where the County is suing Members Advantage Credit Union for not honoring several letters of credit it had issued. Court ordered mediation was held recently and as a result thereof, I am working with Forester Fritz Schubert, and the Highway Infrastructure and Recreation Committee (HIRC) to ascertain if the matter can be settled at this time or not. Per the Litigation Settlement Policy, the settlement decision could be made at the department head (DH) level, but here the DH has deferred to the oversight committee. HIRC has the ability but not an obligation to defer to the County Board.



Wood County

WISCONSIN

REGISTER OF DEEDS OFFICE

Tiffany R. Ringer
Register of Deeds

AUGUST 2020

MONTHLY REPORT TO THE JUDICIAL AND LEGISLATIVE COMMITTEE

1. On July 1st, Fidlar VP, Scott Moore, conducted a follow-up visit.
2. On July 7th, I attended a Webex call with Cheri Hipenbecker, counsel for Knight Barry Title regarding easements.
3. I attended the Operations committee meeting via Webex on July 7th.
4. On July 10th, I attended the Judicial and Legislative committee meeting.
5. On July 14th, I attended the Operations committee meeting with Carlson Dettmann presenting on the wage study via Webex.
6. On July 15th, I attended the WCA Personnel, Finance and County Organization steering committee meeting via Webex.
7. Fidlar Partner Relationship Manager, Clint Heitz, organized a follow-up training session on July 17th.
8. On July 21st, I attended the Wood County Board meeting via Webex.
9. I completed the Wood County IT training: 2020 Common Threats on July 27th.
10. I attended the Finance Department's training on Questica on July 28th.
11. I am working with Fidlar and Wood County IT to upgrade the Laredo software. Laredo Connect will offer a new options of services to our business partners. We are excited for this opportunity to be one of the first counties in Wisconsin to offer this service!
12. I will be attending Judicial and Legislative committee meeting on August 7th.

VICTIM WITNESS SERVICES REPORT

Michele Newman, Coordinator

June 30 to July 28, 2020

Victims/Witnesses Served:

158 Victims or Witnesses made contact with via phone

11 Victims or Witnesses met with in person

1 Victims assisted with preparation of Crime Victim Compensation Application

92 Initial contact packet information sent

2 No contact order information

19 No prosecutions notification

85 Victims or Witnesses were notified of all hearings

29 Victims or Witnesses were notified of plea agreement/sentencing

29 Victims or Witnesses notified of disposition on closed cases

1 Victims or Witnesses notified of sentencing after revocation

13 Victims with restitution requested

18 Victims registered with NOTIS/Vine service

0 Victims notified of appeals court proceedings

460 Total services/events // Total unique parties = **281**

Restitution:

Totaled: \$ **22,557.19**

Amount for citizens = \$ 1649.39

Amount for businesses = \$ 16261.03

Amount for Wood County or State agencies = \$ 4646.77

Trainings/Meetings/Other: none

MEMORANDUM

TO: Wood County Board of Supervisors
FROM: Peter A. Kastenholz, Corporation Counsel
DATE: August 18, 2020
RE: Contracts: Indemnification Provisions

1. Definitions.

Indemnification means that one party to a contract insures another party for liability resulting from activities pertaining to a contract. To indemnify is to reimburse another for a loss suffered for any reason.

Indemnatee is the one who is indemnified.

Indemnitor is the one who does the indemnifying.

Mutual indemnification means (if drafted properly) that our contractor indemnifies us for their errors and we indemnify our contractor for our errors.

Hold harmless means to absolve another party from any responsibility for damages because of that party's action as they pertain to a contract or other transaction. A hold harmless agreement does not impact liability pursued by a third party.

To defend is to represent another entity typically via legal counsel.

2. Are indemnification agreements enforceable?

Yes. In Wisconsin indemnification agreements have been consistently upheld by the courts. The state Supreme Court has held that indemnification agreements are liberally construed when they deal with the negligence of the indemnitor but are strictly construed when the indemnatee seeks to be indemnified of their own negligence. Bilalas v. Portage County, 70 Wis. 2d 910, 912 (1975)

3. Are mutual indemnifications a good idea for the County?

No. Although sometimes unavoidable, mutual indemnification provisions in contracts where the County is paying a contractor to provide a service are to be avoided if possible. (Where the County is the entity providing the service, then mutual indemnification agreements should be a standard provision in the contract presented by the County.) Some contractors will contend that it is only fair that the County should protect the contractor from our conduct while the contractor protects us against their conduct. Generally, this is a specious argument for the following reasons:

- The contract concerns their conduct and not the County's. We are paying to receive a product/service from the contractor and not vice versa.
- A contract is not an equal relationship so don't treat it like it is. We are the buyer and they are the seller. Presumably, we can take our business elsewhere. If the contractor gets the County to purchase a product or service, then the seller should be accepting the risks of their business endeavors.
- The contractor should know the risks associated with their product or service better than the purchaser would and they should be in a better position to know how to properly insure for losses associated with it.
- When you enter into contracts in your private life, such as buying a car or anything from a retail store or you retain a service such as getting your hair cut or having clothes dry cleaned, you don't agree to cover the seller's potential liabilities as that is a part of the price you pay and a part of their cost for doing business.
- Mutual indemnification leads to disputes and litigation. If there is a mutual indemnification provision in a contract and the contractor fails to meet the terms of the contract in some way, the contractor will inevitably look to the mutual indemnification language and try to find some contribution to the problem that is allegedly the County's fault. The focus of the parties, when there is a failure to perform, should be a cure to remedy the problem not finger pointing.
- Mutual Indemnification may violate our insurance policy. Commonly, liability insurance policies exclude claims arising from contractually assumed liabilities. In other words, most insurance policies insure against liability resulting from negligence and not liability resulting from a breach of contract. Consequently, you may want to check the applicable insurance policy or inquire of Insurance/Risk Management as to this point.

4. Are mutual indemnifications needed to protect the seller?

No. The issue is whether the seller will stand behind the goods or services they are selling. If the seller argues that the County should be willing to accept responsibility for our wrongful actions, that is true, but the rules of common law negligence apply and make that happen. If the County injures an employee of the contractor, such as if the contractor's employee slips and falls in the County's parking lot, the contractor can still pursue a claim/litigation against the County via normal means of legal redress. There is no need for the contract to address the issue of possible negligence by the County, as it is not the subject of the contract.

5. Can mutual indemnifications result in waiving statutory limits of liability?

Yes. By taking the allocation of liability out of the negligence arena and putting it within the contract the statutory caps on liability claims, usually \$50,000 per Wis. Stat. s. 893.80, are lost as are the notice and other provisions existing in the law to protect governmental entities.

6. Is there a way to avoid waiving the statutory liability limits and still have a mutual indemnification provision in a contract?

Yes. Language such as this needs to be contained in a contract when the County is agreeing to mutual indemnification:

“Nothing contained within this contract is intended to be a waiver or estoppel by the County or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained in Wisconsin Statutes 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, the County and its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for a municipal claim established by Wisconsin law.”

7. Are there examples of indemnification provisions that are more appropriate than what are found in a contractor’s standard form contract?

Yes, the following provisions are more tolerable than most:

- Non-Indemnity. Each party shall be responsible for the acts and omissions of itself and its employees, directors, officers and agents. This agreement shall not be construed to create a contractual obligation for either party to indemnify the other for loss or damage resulting from any act or omission of the other party or its employees, directors, officers and agents. This section shall not constitute a waiver by either party or any rights to indemnification, contribution, or subrogation, which the party may have by operation of law.
- Mutual Indemnification. Contractor/County agrees that it shall protect, indemnify, and hold harmless the County/Contractor and its respective officers, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney fees resulting from the negligence or fault of the Owner/Contractor or the Owner’s/Contractor’s officers, employees, and agents arising out of, resulting from, or in any manner connected with the performance or nonperformance of this contract.
- Indemnification. Contractor agrees that it will at all times during the existence of this contract indemnify Purchaser against any and all loss, damages and costs or expenses which Purchaser may sustain, incur, or be required to pay by reason of the Purchaser, its employees, agents and clients suffering personal injury, death or property loss resulting from participating in or receiving the care and services to be furnished by the Contractor

under this agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by Purchaser. Notwithstanding the foregoing, the Purchaser does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations as set forth in Wisconsin Statutes.

- Indemnification. In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the Contractor shall indemnify and save harmless and agrees to accept the tender of defense and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the County, its officers, agents, employees and independent contractors growing out of this agreement. The Contractor shall also name as additional insureds on its general liability insurance the County, its officers, agents, employees and give the County evidence of same upon request.
- Indemnification. The Contractor shall indemnify, save harmless and defend the County from any and all claims, suits, and damages resulting from this contract.

8. What if the contractor wants to limit their indemnification to the contract amount?

This is a very bad idea. It places too much risk on the County and inappropriately so.

- If you paid \$30 for an oil change and the service provider negligently failed to screw the oil filter back on tightly such that you lost most of your oil and ruined your engine, would you think it appropriate to have your damages limited to \$30?
- There is no correlation between what we pay a contractor on a contract and the exposure to risk the County faces as a result of the contract.
- It is more economical for the contractor to cover the insurance needs their work or product presents as opposed to the County and others purchasing the service or product to separately do so.
- It can be well argued that our culture supports allocating actual damages to the person or entity causing the harm and that artificially limiting those damages hurts society by not properly encouraging adequate protection from the risk.

**CRIMINAL JUSTICE COORDINATOR ADHOC COMMITTEE
MEETING MINUTES**

DATE: Wednesday, July 22, 2020

TIME: 1:00 p.m.

PLACE: Wood County Courthouse-IT Room 205
Wisconsin Rapids, WI

PRESENT: Adam Fischer, Bill Clendenning, Bill Leichtnam, Brent Vruwink and Shawn Becker (in-person); Mary Solheim (video conferencing)

OTHERS PRESENT: (for part or all of the meeting in person, telephone or video conference): Kim McGrath, Shannon Lobner, John Hokamp, Brandon Vruwink and Lisa Keller

NOT PRESENT: Brad Hamilton

1. The meeting was called to order at 1:00 p.m. by Chairman Fischer.
2. A quorum was declared.
3. There were no public comments.
4. **A motion was made by Leichtnam and seconded by Clendenning to approve the minutes from the June 24, 2020 meeting. All voted aye, motion carried.**
5. There was no formal update on the establishment of an OWI court. The consensus of the committee was to put this item on hold until after the Criminal Justice Coordinator position is filled and then further explore options of establishing an OWI court or a hybrid court in conjunction with the existing drug court.
6. Vruwink informed the committee that he had met with Judge Potter to discuss the establishment of Day Reporting and Diversion Programs, and the pros and cons of both programs. Discussion ensued and the committee determined that the District Attorney should be involved in future discussions as programs are developed and established. The consensus of the committee was to table this item until after the recruitment and hiring of the Criminal Justice Coordinator.
7. Discussion took place on the timeline and recruitment process for the Criminal Justice Coordinator. McGrath informed the committee that based on the timeline that was previously established, the position is to be posted on July 27, 2020, but is ready for posting prior to that date, subject to the direction of the committee. **A motion was made by Clendenning and seconded by Vruwink, to start the hiring process for the Criminal Justice Coordinator position and start recruitment on Monday, July 27, 2020. Discussion ensued. Vruwink made a motion to amend the original motion and to direct the Human Resources Director to post the Criminal Justice Coordinator position by July 23, 2020 at 4:30 p.m., seconded by Clendenning. All voted aye, motion carried. The original motion was amended to direct the Human Resources Director to post the Criminal Justice Coordinator position by July 23, 2020 at 4:30. All voted aye, motion carried.**

Once the posting of the Criminal Justice Coordinator expires, the committee will meet on **Wednesday, 08/12/2020 at 1:00 p.m.**, in closed session, to review the applications; establish interview questions; confirm parties that will conduct first and second interviews; and discuss if other counties, who have established Criminal Justice Coordinators, should assist in the interview process. The Criminal Justice Coordinator start date is scheduled for October 5, 2020.

8. Solheim informed the committee that she has no new updates on the Youth Mental Health Court. **A motion was made by Vruwink and seconded by Leichtnam to indefinitely postpone the decision on the Youth Mental Health Court. All voted aye, motion carried.**
9. The next meeting will be on **Wednesday, August 12, 2020, in closed-session, at 1:00 p.m.**
10. Chairman Fischer adjourned the meeting at 1:38 p.m.

Minutes taken by Shannon Lobner and are in draft format until approved by the committee at the next meeting.