

JUDICIAL & LEGISLATIVE COMMITTEE

DATE: Friday, October 1, 2021

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, notices of injury, or litigation 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.
7. Presentation of correspondence and legislative issues or referrals and recognition of Legislators who may be present.
 - a. Report of Citizens Groundwater Group.
 - b. Door County Resolution – Re: Badger Care Eligibility Cliff
8. Review Corporation Counsel memorandums:
 - a. Contracts: Insurance
 - b. County Liability for Employee's Property Damage.
9. Review of County Board Rules.
10. Discuss compensation increase for County Board supervisors.
11. Discuss upcoming department head performance reviews.
12. Attendance at meetings.
13. Consideration of agenda items for next meeting.
14. Set date and time of next meeting.
15. Pursuant to Wis. Stat. s. 19.85(1)(c), the Committee may go into closed session to consider a complaint concerning the Corporation Counsel.
16. Return to open session.
17. Adjourn.

C: Kim McGrath
Chris Marceau

Join by phone

+1-408-418-9388 United States Toll

Meeting number (access code): 2481 618 7214

Join by WebEx App or Web

<https://woodcountywi.webex.com/woodcountywi/j.php?MTID=m308dfcfce7e564c648ff7af82e9a7b95>

Meeting number (access code): 2481 618 7214

Meeting password: JL1001

MINUTES OF THE JUDICIAL AND LEGISLATIVE COMMITTEE

DATE: September 7, 2021
 TIME: 1:00 p.m.
 PLACE: Room 114, Wood County Courthouse
 TIME ADJOURNED: 2:47 p.m.
 MEMBERS PRESENT: Chairman Bill Clendenning, Bill Leichtnam,
 Kenneth Curry, Ed Wagner, Joseph Zurfluh
 OTHERS PRESENT: Peter Kastenholz. See attached list.

1. At 1:00 p.m., the meeting was called to order.
2. Public comments. None at this time.
3. The minutes for the August 5, 2021, meeting were reviewed. Moved by Wagner, seconded by Curry, to approve the minutes. All ayes.
4. There were no claims.
5. There was one new animal claim against the County. Moved by Curry, seconded by Clendenning, to approve payment of \$96 to Castlerock Veterinary Hospital for rabies testing of a stray cat. All ayes.
6. The Committee reviewed monthly voucher and department reports of the departments it oversees. Moved by Curry, seconded by Leichtnam, to approve the reports and payment of department vouchers. All ayes.

As part of the discussion of the Criminal Justice Coordinator's monthly report, the Committee was asked if it would approve an educational leave for Coordinator Hafermann by reducing her hours from full-time to 60% the next two semesters such that she could complete her master's program for clinical mental health counseling. A secondary option would be for the Coordinator to use flextime.

Moved by Leichtnam, seconded by Curry, to approve an educational leave for Coordinator Hafermann to reduce her hours to 60% from 08/29/21 to 11/20/21 and 01/16/22 to 04/23/22. The motion passed with 3 ayes and 2 nays. Supervisors Wagner and Clendenning voted no.

7. The Committee reviewed the 2022 budgets of the departments it oversees:
 - a) Moved by Wagner, seconded by Curry, to approve the 2022 budgets for Branch I and Register in Probate and to forward them to the Operations Committee. All ayes.

b) Moved by Curry, seconded by Wagner, to approve the 2022 budget for Branch II and to forward it to the Operations Committee. All ayes.

c) Moved by Wagner, seconded by Leichtnam, to approve the 2022 budget for Branch III and to forward it to the Operations Committee. All ayes

d) Moved by Zurfluh, seconded by Leichtnam, to approve the 2022 budget for Child Support and to forward it to the Operations Committee. All ayes.

e) Moved by Curry, seconded by Wagner, to approve the 2022 budget for the Clerk of Courts, which includes Divorce Mediation and Family Court Commissioner, and to forward it to the Operations Committee. All ayes.

f) Moved by Clendenning, seconded by Leichtnam, to approve the 2022 budget for Corporation Counsel and to forward it to the Operations Committee. All ayes.

g) Moved by Wagner, seconded by Leichtnam, to approve the 2022 budgets for Criminal Justice Coordinator and Drug Court and to forward them to the Operations Committee. All ayes.

The Committee did discuss a request by Coordinator Hafermann to carry over \$15,000 in 2021 funds. Much discussion was had on the request but no formal action was taken at this time. It should be noted the Committee did not reduce the budget due to the partial educational leave of the Criminal Justice Coordinator, approved earlier.

h) Moved by Wagner, seconded by Curry, to approve the 2022 budget for District Attorney and to forward it to the Operations Committee. All ayes.

i) Moved by Wagner, seconded by Leichtnam, to approve the 2022 budget for Register of Deeds and to forward it to the Operations Committee. All ayes.

j) Moved by Zurfluh, seconded by Curry, to approve the 2022 budgets for Victim/Witness and Task Force and to forward them to the Operations Committee. All ayes.

8. The Committee reviewed correspondence and legislative issues.

a. Report of Citizens Groundwater Group. Supervisor Leichtnam gave a brief update on the presentation given to the group. The six-county group hired a contract employee to collate data. No Wood County funds were allocated to pay for the position.

9. County Board rules.

- a. Discussion on Rule 28 that requires county board approval to create new positions.

Supervisor Rozar is interested in saving funds by allowing oversight committees to convert contract employees into county employees. This would require a change to Rule 28. Supervisor Rozar stated a proposed change to the rule whereby an exception would be created when the funds are available and it would save the county money.

Brandon Vruwink explained that this would be particularly useful with CNAs. The funds would need to be in the same function.

Moved by Zurfluh, seconded by Wagner, to amend County Board Rule 28 to create an exception to it. The new rule would read in full as follows: "A majority vote of County Board members present is required to authorize the creation of any new positions in county employment unless the position is budgeted under a different line item in the same function, it will save the county money, and it is approved by the oversight committee." All ayes.

10. Discussion on letter from a county board supervisor requesting compensation increase for supervisors. A number of requests for compensation changes have come in and the Committee will discuss the matter in depth next month.
11. Attendance at meetings. The Chair encouraged members to attend the Criminal Justice Task Force meeting.
12. Agenda items for the October 2021 meeting:
- County Board supervisor compensation.
13. The next committee meeting will be October 1, 2021, at 9 a.m.
14. Meeting adjourned without objection by the Chairperson at 2:47 p.m.

Minutes taken by Peter Kastenholz.

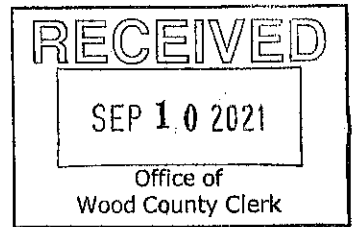
Judicial & Legislative Committee Meeting

Date: Sept 7, 2021

NAME (PLEASE PRINT)	REPRESENTING
Brandon Vrakwink	WEHSP
Craig Lambert	D. A.
Adam Fischer	WCB # 5
DENNIS POLACH	WCB - #14
Michele Newman	VW
DONNA ROZAR	WCB # 2
Tiffany Ringer	ROD
Kelley Clane	branch 3
Julie Terrell	branch 2
Brent Vrakwink	CSA
Lance Pume	WCB
Appearing via AV	
Trent Miner	County Clerk
Mary Anderson	Register in Probate
Cindy Joosten	Clerk of Court
Amy Raup	IT Administrator
Ed Newton	Finance Director
Mary Solheim	Deputy Director H.S.

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.

cc: Corp Counsel
HR
Hwy

THE INCIDENT

Date: 9/2/21

Time: _____

Place: Hwy 73

The circumstances giving rise to my claim are as follows:

Truck # 3130 I was driving west on 73, and
↑ truck was driving East, as they passed, I
saw a rock fly thru the air and into my wind-
shield, making a large crack. There were no other
vehicles close by that could have done that.
I turned around and followed the truck.
Even though I was 2-3 car lengths away,
sand/gravel was spraying my car. They
obviously had it too full, and/or had no tarp on it.

The names of county personnel involved are: truck #3130

The names of other witnesses are: N/A

THE CLAIM

I request the following monetary or other relief: money for chip
repair, of \$168.58

Date _____

Signature _____

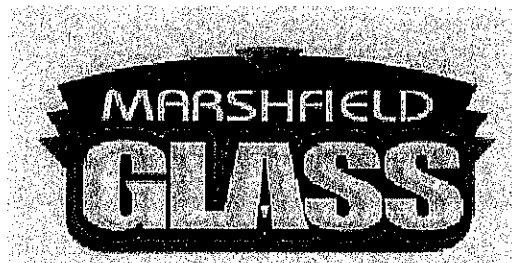
Print Name: (Mary) Lizz Drexler

Address: 8791 Cty Rd V
Chili, WI 54420

Phone: 715-743-7007

Marshfield Glass, LLC
2300 S HUME AVE
MARSHFIELD, WI 54449
715-384-4022
marshfieldglass@gmail.com

Invoice



BILL TO
Liz Drexler

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
30517	09/07/2021	\$0.00	09/07/2021	Due on receipt	

P.O. NUMBER
715 223 5547

ACTIVITY	QTY	RATE	AMOUNT
Labor 2014 Subaru Outback Windshield Chip Repair Eye Level	1	65.00	65.00T

Thank you for your business!

Please note, all credit card transactions will incur a 5% processing charge.

PAID

SUBTOTAL	65.00
TAX (5.5%)	3.58
TOTAL	68.58
PAYMENT	68.58
BALANCE DUE	\$0.00

Visa
2155

Committee Report

County of Wood

Report of claims for: BRANCH 2

For the period of: SEPTEMBER 2021

For the range of vouchers: 04210027 - 04210030

Voucher	Vendor Name	Nature of Claim	Doc Date	Amount	Paid
04210027	WI COURT REPORTERS ASSN	MEMBERSHIP DUES - D ZAMOW	09/09/2021	\$100.00	P
04210028	ZAMOW DENISE	TRANSCRIPT FEE 19CF551	08/27/2021	\$9.00	
04210029	ZAMOW DENISE	TRANSCRIPT FEE 19CT524,19CM775	09/15/2021	\$26.00	
04210030	PETERSON MICHELLE L	TRANSCRIPT FEE 20CF387	09/10/2021	\$38.00	
Grand Total:				\$173.00	

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 3

For the period of: SEPTEMBER 2021

For the range of vouchers: 05210038 - 05210043

Voucher	Vendor Name	Nature of Claim	Doc Date	Amount	Paid
05210038	STATE BAR OF WISCONSIN	JUDICIAL BENCHBOOK UPDATES	09/08/2021	\$76.05	P
05210039	PETERSON MICHELLE L	TRANSCRIPT FEES	09/10/2021	\$16.00	
05210040	PETERSON MICHELLE L	TRANSCRIPT FEE 20CF615	09/13/2021	\$34.00	
05210041	ZAMOW DENISE	TRANSCRIPT FEE 19CF709	09/15/2021	\$34.00	
05210042	PETERSON MICHELLE L	TRANSCRIPT FEES	09/22/2021	\$40.00	
05210043	PETERSON MICHELLE L	TRANSCRIPT FEE 20CT409	09/22/2021	\$20.00	
Grand Total:				\$220.05	

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: CHILD SUPPORT

For the period of: SEPTEMBER 2021

For the range of vouchers: 02210066 - 02210076

Voucher	Vendor Name	Nature of Claim	Doc Date	Amount	Paid
02210066	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	09/14/2021	\$167.94	P
02210067	OFFICE DEPOT	OFFICE SUPPLIES	09/14/2021	\$51.52	P
02210068	AEGIS CORPORATION	NOTARY-BOND-RENEWAL-MILLARD	09/14/2021	\$30.00	P
02210069	WI DEPT OF FINANCIAL INSTITUTIONS	NOTARY RENEWAL-MILLARD	09/14/2021	\$20.00	P
02210070	WCSEA	WCSEA FALL CONF. REG FEES-6	09/14/2021	\$1,020.00	P
02210071	CW SOLUTIONS LLC	A&V/ELEVATE-PROGRAM COSTS	09/21/2021	\$15,349.47	
02210072	DNA DIAGNOSTICS CENTER	16-IND. GENETIC TESTS	09/21/2021	\$399.00	
02210073	GEBERT LAW OFFICE	SUB. CORP COUNSEL FEE	09/21/2021	\$60.00	
02210074	LEGAL LOGISTICS LLC	19-PROCESS OF SERVICE FEES	09/21/2021	\$1,230.00	
02210075	RIVER CITY PROCESS SERVERS	9-PROCESS OF SERVICE FEES	09/21/2021	\$400.00	
02210076	WI DEPT OF ADMINISTRATION	CSA/DHSS-SHARED ROUTER	09/21/2021	\$75.00	
Grand Total:				\$18,802.93	

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: CLERK OF CIRCUIT COURT

For the period of: SEPTEMBER

For the range of vouchers: 07210603 - 07210719

Voucher	Vendor Name	Nature of Claim	Doc Date	Amount	Paid
07210603	ANCHOR POINT THERAPY AND EVALUATION SERVICES LLC	Med Exam - 21ME91	08/12/2021	\$570.00	P
07210604	ANCHOR POINT THERAPY AND EVALUATION SERVICES LLC	Med Exam - 21ME106	08/16/2021	\$210.00	P
07210605	BALES MARSHALL J MD	Med Exam - 21ME106	08/11/2021	\$512.00	P
07210606	BALES MARSHALL J MD	Med Exam - 21JM105	08/13/2021	\$160.00	P
07210607	BALES MARSHALL J MD	Med Exam - 21ME109	08/18/2021	\$512.00	P
07210608	PHYSICIAN BEHAVIORAL HEALTH EVALUATIONS LLC	Med Exam - 21ME91	08/12/2021	\$845.00	P
07210609	PHYSICIAN BEHAVIORAL HEALTH EVALUATIONS LLC	Med Exam - 20ME27	08/19/2021	\$745.00	P
07210610	DOMINO'S PIZZA	Jury Meal 06-09-2021	06/09/2021	\$92.77	P
07210611	DOMINO'S PIZZA	Jury Meal 08-05-2021	08/05/2021	\$140.43	P
07210612	FEDDICK-GOODWIN LAW OFFICE SC	Atty Fee - 13GN74	08/10/2021	\$182.00	P
07210613	GEBERT LAW OFFICE	Atty Fee - 21CF106	08/12/2021	\$311.07	P
07210614	GEBERT LAW OFFICE	Atty Fee - 21CF150	08/12/2021	\$835.87	P
07210615	GEBERT LAW OFFICE	Atty Fee - 21JC116 & 117 OHC	08/12/2021	\$90.00	P
07210616	GEBERT LAW OFFICE	Atty Fee - 20JC113 OHC	08/12/2021	\$130.00	P
07210617	GEBERT LAW OFFICE	Atty Fee - 21JC23-26 OHC	08/12/2021	\$1,280.00	P
07210618	GEBERT LAW OFFICE	Atty Fee - 21CF97	08/18/2021	\$838.18	P
07210619	GEBERT LAW OFFICE	Atty fee - 21CM241	08/18/2021	\$374.22	P
07210620	GEBERT LAW OFFICE	Atty fee - 21CF112	08/18/2021	\$516.33	P
07210621	HILL & WALCZAK ATTYS	Atty Fee - 21JG10 OHC	06/08/2021	\$390.00	P
07210622	HILL & WALCZAK ATTYS	Atty Fee - 20JC108 IHC	08/10/2021	\$320.00	P
07210623	HILL & WALCZAK ATTYS	Atty Fee - 20JC136 OHC	08/10/2021	\$315.00	P
07210624	HILL & WALCZAK ATTYS	Atty Fee - 21GN32	08/11/2021	\$1,475.32	P
07210625	HILL & WALCZAK ATTYS	Atty Fee - 21JG11 & 12 OHC	08/11/2021	\$430.00	P
07210626	HILL & WALCZAK ATTYS	Atty Fee - 19JC73 & 74 OHC	08/11/2021	\$620.00	P
07210627	HILL & WALCZAK ATTYS	Atty fee - 19JC31 OHC	08/11/2021	\$410.00	P
07210628	HOEL KARI S ATTY	Atty fee - 05GN93	08/15/2021	\$230.00	P
07210629	HOEL KARI S ATTY	Atty Fee - 19GN69	08/15/2021	\$280.00	P
07210630	LLOYD PETER C LLC	Atty fee - 19JC87 OHC	08/17/2021	\$100.00	P
07210631	LLOYD PETER C LLC	Atty Fee - 19JC88 & 89 IHC	08/17/2021	\$190.00	P
07210632	MUSUNURU J R MD	Med Exam - 21ME13	08/05/2021	\$420.00	P
07210633	NASH LAW GROUP	Atty Fee - 21CF463	08/06/2021	\$50.00	P
07210634	NASH LAW GROUP	Atty Fee - 18JC64 - 67 OHC	08/19/2021	\$100.00	P

CLERK OF CIRCUIT COURT - SEPTEMBER

07210603 - 07210719

Voucher	Vendor Name	Nature of Claim	Doc Date	Amount	Paid
07210635	NASH LAW GROUP	Atty Fee - 18JC64 -67 (20)	08/19/2021	\$30.00	P
07210636	NASH LAW GROUP	Atty fee - 21JC8 & 9 OHC	08/20/2021	\$70.00	P
07210637	SERSCH THERESE	Med Exam - 21GN49	08/16/2021	\$300.00	P
07210638	SLATTERY TRAVIS LAW OFFICE	Atty Fee - 20JC37 OHC	08/13/2021	\$100.00	P
07210639	STEVNING-ROE LAW FIRM LLC	Atty Fee - 92GN215	08/05/2021	\$721.45	P
07210640	TAYLOR LESLIE	Med Exam - 21GN45	08/15/2021	\$850.00	P
07210641	WEILAND LEGAL SERVICES	Atty Fee - 21GN45	08/19/2021	\$560.00	P
07210642	WEILAND LEGAL SERVICES	Atty Fee - 21GN53	08/19/2021	\$384.00	P
07210643	WRIGHT HALEY B ATTORNEY	Atty fee - 20GN01	08/19/2021	\$360.00	P
07210644	WEYMOUTH RICHARD D	Services as FCC Aug 2021	08/25/2021	\$5,416.66	P
07210645	ANCHOR POINT THERAPY AND EVALUATION SERVICES LLC	Med Exam - 21ME109	08/23/2021	\$570.00	P
07210646	ANCHOR POINT THERAPY AND EVALUATION SERVICES LLC	Med Exam - 21ME114	08/31/2021	\$360.00	P
07210647	ANCHOR POINT THERAPY AND EVALUATION SERVICES LLC	Med Exam - 21ME118	09/03/2021	\$570.00	P
07210648	BALES MARSHALL J MD	Med Exam - 21ME109	08/23/2021	\$160.00	P
07210649	CAMPELL HUNTER SHUNETTE ATTY	Atty Fee - 21CM260	08/29/2021	\$281.44	P
07210650	CAMPELL HUNTER SHUNETTE ATTY	Atty Fee - 21CM216	09/01/2021	\$356.44	P
07210651	PHYSICIAN BEHAVIORAL HEALTH EVALUATIONS LLC	Med Exam - 21ME27	08/24/2021	\$795.00	P
07210652	PHYSICIAN BEHAVIORAL HEALTH EVALUATIONS LLC	Med Exam - 21ME114	08/31/2021	\$845.00	P
07210653	GEBERT LAW OFFICE	Mediation Services - Aug 2021	09/08/2021	\$1,675.00	P
07210654	GEBERT LAW OFFICE	Atty Fee - 20JC121 IHC	08/26/2021	\$50.00	P
07210655	GEBERT LAW OFFICE	Atty fee - 21JC52 IHC	08/26/2021	\$160.00	P
07210656	GEBERT LAW OFFICE	Atty Fee - 15GN42	09/03/2021	\$140.00	P
07210657	GEBERT LAW OFFICE	Atty Fee - 08GN21	09/03/2021	\$140.00	P
07210658	GEBERT LAW OFFICE	Atty fee - 97GN40	09/03/2021	\$140.00	P
07210659	GEBERT LAW OFFICE	Atty Fee - 02GN11	09/03/2021	\$140.00	P
07210660	GEBERT LAW OFFICE	Atty fee - 93GN223	09/03/2021	\$140.00	P
07210661	GORSKI & WITTMAN SC	Atty Fee - 99GN46	09/03/2021	\$237.90	P
07210662	GREENING ALLISTER	Witness Fee - 20CM409	08/18/2021	\$17.72	P
07210663	HILL & WALCZAK ATTYS	Mediation Services - Aug 2021	09/08/2021	\$50.00	P
07210664	HILL & WALCZAK ATTYS	Atty Fee - 21JG10 OHC	06/08/2021	\$390.00	P
07210665	HILL & WALCZAK ATTYS	Atty fee - 20JC33 - 35 OHC	09/02/2021	\$1,010.00	P
07210666	HILL & WALCZAK ATTYS	Atty Fee - 20JC145 OHC	09/02/2021	\$520.00	P
07210667	HILL & WALCZAK ATTYS	Atty fee - 20JC61 & 62 OHC	09/02/2021	\$730.00	P
07210668	HILL & WALCZAK ATTYS	Atty Fee - 21JC05 OHC	09/03/2021	\$490.00	P
07210669	HILL & WALCZAK ATTYS	Atty fee - 21JC53 & 54 OHC	09/03/2021	\$1,310.00	P
07210670	HILL & WALCZAK ATTYS	Atty Fee - 20JC127 & 128 OHC	09/03/2021	\$580.00	P
07210671	HILL & WALCZAK ATTYS	Atty fee - 21TP1 & 2 OHC	09/03/2021	\$2,750.00	P
07210672	HILL & WALCZAK ATTYS	Atty Fee - 20JC129 & 130	09/03/2021	\$680.00	P
07210673	LANDOWSKI COURTNEY	Witness Fee - 19CT245	07/27/2021	\$16.44	P
07210674	NASH LAW GROUP	Atty fee - 21CF192	08/31/2021	\$392.64	P
07210675	NASH LAW GROUP	Atty Fee - 21CM181	09/01/2021	\$869.48	P

CLERK OF CIRCUIT COURT - SEPTEMBER

07210603 - 07210719

Voucher	Vendor Name	Nature of Claim	Doc Date	Amount	Paid
07210676	SERSCH THERESE	Med Exam - 19GN36	08/25/2021	\$514.42	P
07210677	STEINKAMP HALEY L	Witness Fee - 19CF10	08/03/2021	\$57.60	P
07210678	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS	SDC Person Search Aug 2021	09/01/2021	\$75.00	P
07210679	VICTOREY GRAYSON A	Witness Fee - 19CF191	09/07/2021	\$22.92	P
07210680	WEILAND LEGAL SERVICES	Atty Fee - 20GN52	08/19/2021	\$320.00	P
07210681	WEILAND LUKE A ATTORNEY AT LAW LLC	Mediation Services - Aug 2021	09/08/2021	\$50.00	P
07210682	WERNER JAMES S	Witness Fee - 20CF221	09/07/2021	\$16.12	P
07210683	WEST PAYMENT CENTER	LL Internet Access - Aug 2021	09/01/2021	\$1,577.17	P
07210684	WEYMOUTH RICHARD D	Mediation Services - Aug 2021	09/08/2021	\$250.00	P
07210685	ANCHOR POINT THERAPY AND EVALUATION SERVICES LLC	Med Exam - 21ME39	09/03/2021	\$210.00	P
07210686	ANCHOR POINT THERAPY AND EVALUATION SERVICES LLC	Med Exam - 21ME121	09/09/2021	\$720.00	P
07210687	BALES MARSHALL J MD	Med Exam - 21ME124	09/07/2021	\$672.00	P
07210688	BALES MARSHALL J MD	Med Exam - 21ME123	09/07/2021	\$640.00	P
07210689	BENSON STEVEN A PH D LLC	Med Exam - 21CF16	09/03/2021	\$2,975.37	P
07210690	CENTRAL WI COMMUNITY LAW INC	Atty Fee - 21CT103	08/11/2021	\$290.00	P
07210691	CENTRAL WI COMMUNITY LAW INC	Atty Fee- 02GN26	09/01/2021	\$150.00	P
07210692	CENTRAL WI COMMUNITY LAW INC	Atty fee - 01GN10	09/01/2021	\$200.00	P
07210693	CENTRAL WI COMMUNITY LAW INC	Atty Fee - 20CF582	09/03/2021	\$2,605.00	P
07210694	PHYSICIAN BEHAVIORAL HEALTH EVALUATIONS LLC	Med Exam - 21ME118	09/03/2021	\$845.00	P
07210695	PHYSICIAN BEHAVIORAL HEALTH EVALUATIONS LLC	Med Exam - 18JM28	09/07/2021	\$795.00	P
07210696	PHYSICIAN BEHAVIORAL HEALTH EVALUATIONS LLC	Med Exam - 21ME121	09/09/2021	\$995.00	P
07210697	PHYSICIAN BEHAVIORAL HEALTH EVALUATIONS LLC	Med Exam - 21ME124	09/14/2021	\$895.00	P
07210698	GEBERT LAW OFFICE	Atty fee - 13GN82	09/03/2021	\$140.00	P
07210699	GEBERT LAW OFFICE	Atty Fee - 21CF205	09/10/2021	\$527.91	P
07210700	GEBERT LAW OFFICE	Atty Fee - 21CM197	09/10/2021	\$420.02	P
07210701	GEBERT LAW OFFICE	Atty Fee - 21CF277	09/10/2021	\$610.28	P
07210702	GEBERT LAW OFFICE	Atty Fee - 21CF109	09/10/2021	\$926.33	P
07210703	GEBERT LAW OFFICE	Atty fee - 21CF163	09/10/2021	\$658.00	P
07210704	GORSKI & WITTMAN SC	Atty fee - 15GN55	09/03/2021	\$150.00	P
07210705	GORSKI & WITTMAN SC	Atty fee - 11GN73	09/05/2021	\$170.00	P
07210706	GORSKI & WITTMAN SC	Atty Fee - 89GN229	09/09/2021	\$170.00	P
07210707	HILL & WALCZAK ATTYS	Atty Fee - 21TP11 OHC	09/02/2021	\$860.00	P
07210708	HILL & WALCZAK ATTYS	Atty Fee - 20JC107 OHC	09/03/2021	\$510.00	P
07210709	HILL & WALCZAK ATTYS	Atty Fee - 16JG4 & 17JG6 OHC	09/03/2021	\$470.00	P
07210710	HILL & WALCZAK ATTYS	Atty Fee - 21JC1 & 2 IHC	09/03/2021	\$420.00	P
07210711	HILL & WALCZAK ATTYS	Atty fee - 20JC141 & 142 OHC	09/07/2021	\$800.00	P
07210712	HILL & WALCZAK ATTYS	Atty Fee - 21JG16 OHC	09/07/2021	\$380.00	P
07210713	HILL & WALCZAK ATTYS	Atty fee - 21JC44 OHC	09/13/2021	\$670.00	P
07210714	HILL & WALCZAK ATTYS	Atty fee - 21JG17 OHC	09/13/2021	\$500.00	P
07210715	HILL & WALCZAK ATTYS	Atty fee - 20JC32 OHC	09/13/2021	\$430.00	P

CLERK OF CIRCUIT COURT - SEPTEMBER

07210603 - 07210719

Voucher	Vendor Name	Nature of Claim	Doc Date	Amount	Paid
07210716	HILL & WALCZAK ATTYS	Atty Fee - 19JC77 OHC	09/14/2021	\$470.00	P
07210717	SIEWERT JEFFREY J ATTORNEY	Atty fee - 15GN57	09/06/2021	\$280.00	P
07210718	SIEWERT JEFFREY J ATTORNEY	Atty Fee - 03GN27	09/13/2021	\$475.00	P
07210719	WEILAND LEGAL SERVICES	Atty Fee - 21GN57	09/09/2021	\$270.56	P
Grand Total:				\$64,218.06	

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: Corporation Counsel

For the period of: September 2021

For the range of vouchers: 09210025 - 09210028

Voucher	Vendor Name	Nature of Claim	Doc Date	Amount	Paid
09210025	US BANK	hotel	09/17/2021	\$139.12	
09210026	MARSHFIELD CLINIC	court testimony	08/30/2021	\$144.00	
09210027	STATE BAR OF WISCONSIN	Wis Rules of Evidence	09/08/2021	\$76.05	
09210028	WEILAND LEGAL SERVICES	outside counsel	09/07/2021	\$460.00	
Grand Total:				\$819.17	

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: CRIMINAL JUSTICE COORDINATOR

For the period of: SEPTEMBER 2021

For the range of vouchers: 35210021 - 35210021

Voucher	Vendor Name	Nature of Claim	Doc Date	Amount	Paid
35210021	CORDANT HEALTH SOLUTIONS	TOXICOLOGY TESTS	08/31/2021	\$3,569.70	P
Grand Total:				\$3,569.70	

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: SEPTEMBER 2021

For the range of vouchers: 24210021 - 24210024

Voucher	Vendor Name	Nature of Claim	Doc Date	Amount	Paid
24210021	FIDLAR TECHNOLOGIES INC	ORO FLYERS	08/31/2021	\$172.47	P
24210022	FIDLAR TECHNOLOGIES INC	ORO BIRTH CERTIFICATE FLYERS	08/31/2021	\$172.47	P
24210023	WI REGISTER OF DEEDS ASSOCIATION	FALL CONFERENCE REGISTRATION	09/10/2021	\$100.00	P
24210024	WISCONSIN COUNTIES ASSOCIATION	2021 ANNUAL CONFERENCE	09/10/2021	\$220.00	P
Grand Total:				\$664.94	

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

OCTOBER 2021

MONTHLY REPORT TO THE JUDICIAL AND LEGISLATIVE COMMITTEE

Prepared by Child Support Director Brent Vruwink

- The last six weeks have been a struggle for the agency. We have been trying to maintain quality service with limited staff. At one point half of our Case Managers were out on leave. We have a vacant Case Manager Position I would like to fill due to the passing of an employee. Chairman Pliml and Judicial and Legislative Committee Chair Clendenning gave me permission to post the job and I am now looking for the committee to allow me to fill the position.
- I will be attending the WCA Judicial and Public Safety Steering Committee meeting on October 14th.
- I will be attending the WCSEA Board meeting on October 19th in La Crosse.
- Five staff members and I will be attending the WCSEA Fall Conference in La Crosse on October 21st and 22nd.
- We are cautiously optimistic we will meet all four Federal Performance measures but we have been stretched very thin as we have worked with a limited number of staff. Everyone has been great at pitching in and helping out but the amount of work that needs to be done compared to the number of staff we have available makes this a daunting task.
- The current IV-D case count is 3,530.



Wood County WISCONSIN

CORPORATION
COUNSEL OFFICE

Peter A. Kastenholtz
CORPORATION COUNSEL

MONTHLY REPORT TO THE JUDICIAL AND LEGISLATIVE COMMITTEE
September 21, 2021

Opioid Litigation. As usual, if you follow the news you will stay a step or two ahead of the information coming to the counties from our counsel. Suffice it to say that the approval processes for the bankruptcy cases that are allocating funds to the settlement account as well as the acceptance of the settlement proposals are very complex with so many plaintiffs involved. It does appear clear that eventually money will be coming to Wood County that will need to be used for opioid abatement and treatment purposes.

New Jail. My role in this project is now primarily to get the one block section of Avon Street abandoned by the City of Wisconsin Rapids and to assist as needed in the rezoning process. Due to statutory time frames, it will take at least several months to wrap up this process.

APS Matters. There have been a number of staff transitions in the Adult Protective Service (APS) division of Human Services. These are social worker types that my staff and I work closely with in providing legal services for mental commitments, guardianships, protective placements and the like. We are collectively working on revising some of the procedures and forms attendant to them utilized by APS and others in transitioning persons under commitment to make all of our jobs more efficient.

The Tail Wagging the Dog. There have been a number of instances recently where it has been apropos for me to use this phrase to explain this department's relationship with other county departments. The gist of the saying in these applications is that this department (the tail) is an internal service department; it gives legal advice to other departments (the client, or the dog) when requested. We don't tell others what they have to do (we don't wag the dog), rather we advise as to the implications of specific actions and inaction. If there is a disagreement on the appropriate course of action and there is a significant risk of liability to the county, then matters may be brought to the attention of the respective oversight committees. Having started my career in the private sector, the nature of the relationship here comes naturally but at times others seem to want this department to exercise greater control than I feel is appropriate and I try to resist that happening.



DOOR COUNTY

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD			
BULTMAN			
CHOMEAU			
COUNARD			
D. ENGLEBERT			
R. ENGLEBERT			
ENIGL			
FISHER			
GAUGER			
GUNNLAUGSSON			
HEIM PETER			
KOHOUT			
LITENAU			
LUNDAHL			
NORTON			
ROBILLARD			
RUSNAK			
THAYSE			
VIRLEE			
VOGEL			
District 9			

BOARD ACTION

Two-thirds of the Entire
Vote Required: Membership Majority Vote of a quorum

Motion to Approve Adopted ☒ ☐

1st Lundahl Defeated ☐ ☐

2nd Rusnak

Yes: _____ No: _____ Exc: _____

Reviewed by:

[Signature], Corp. Counsel

Reviewed by:

[Signature], Administrator

FISCAL IMPACT: There is no fiscal implication with the adoption of this resolution. STW

Certification:

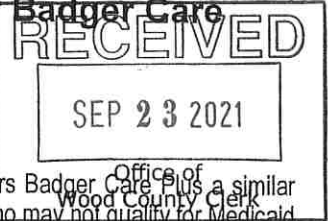
I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 21st day of September, 2021 by the Door County Board of Supervisors.

Jill M. Lau
County Clerk, Door County

Resolution No. 2021-72

RESOLUTION Requesting Elimination of Badger Care Eligibility Cliff

TO THE DOOR COUNTY BOARD OF SUPERVISORS:



WHEREAS, in addition to Medicaid, Wisconsin also administers Badger Care Plus, a similar program for groups of people who need healthcare coverage but who may not qualify for Medicaid or who need different kinds of services. BadgerCare Plus is also sometimes informally referred to as just Badger Care; and

WHEREAS, those individuals who do qualify for Badger Care or Badger Care Plus face a benefits cliff, defined as, "A benefits cliff occurs, when a public support program is designed in such a way that, at a certain level of income, a small increase in earnings can result in a significant loss ineligibility for benefits." Source; *Over the Edge: An Analysis of the Implications of Benefit Cliffs Within Wisconsin Public Benefit Programs, Workshop in Public Affairs, Spring 2020*, Robert M. LaFollette School of Public Affairs, University of Wisconsin-Madison); and

WHEREAS, this benefit cliff, in some instances, becomes a barrier for individuals seeking employment, or seeking better employment; and

WHEREAS, allowing individuals to work productively without harming their health benefits, not only reduces the cost of a benefit program but also simultaneously, improves the overall economic activity of a region; and

WHEREAS the drafting of the Resolution has the support of State Representative Joel Kitchens and Door County Health and Human Services Director Joseph Krebsbach.

WHEREAS, this resolution was approved by the Health and Human Services Board on September 13, 2021; and.

NOW, THEREFORE, BE IT RESOLVED, that the Door County Board of Supervisors does hereby request, with passage of their resolution, that the Wisconsin State Legislature and Governor Tony Evers work cooperatively to eliminate the aforementioned benefit cliff; and

BE IT FURTHER RESOLVED that this benefit cliff be eliminated based in a proportionate sliding fee scales that as, individuals and families, earn additional dollars there is a corresponding, but smaller, contribution amount toward their health insurance coverage

BE IT FURTHER RESOLVED that this resolution be included and forward to the Wisconsin Counties Association, 2021 Annual Convention for consideration; and

BE IT FURTHER RESOLVED that this Resolution be distributed to our local State Representatives, Governor Evers, and other Wisconsin Counties for their local consideration; and

BE IT FURTHER RESOLVED that publication of this Resolution may occur through posting in accordance with Section 985.02 of the Wisconsin Statutes.

SUBMITTED BY: HEALTH & HUMAN SERVICES BOARD

[Signature]
Megan Lundahl, Chairperson

[Signature]
Vinni Chomeau

[Signature]
Susan Kohout

[Signature]
Nissa Norton
[Signature]
Morgan Rusnak

James F. Heise, MD
Christa Krause
Mark Moeller
Robert Rau

MEMORANDUM

TO: Wood County Board Supervisors
FROM: Corporation Counsel
DATE: October 19, 2021
RE: Contracts: Insurance

Insurance provisions are a messy proposition in contracting. Multiple issues exist. Whether or not the contractor is indemnifying the county, holding us harmless, or the standard rules of liability contained in the common law apply, it is important for the contractor to have adequate levels of insurance that cover the actions of the contractor and its agents. The insurance needs to cover the work performed under the contract, including after the contract has been fully performed (an occurrence-based coverage), and not end after the contract has been completed (a claims-made coverage). If the contractor is indemnifying the county in the agreement, then the insurance policy should be naming the county as an additional named insured and evidence of that should be provided to the county. Another concern with respect to insurance has to do with knowing what coverage is actually present, which the contractor may not even know. In other words, the insurance policy may have exclusions, limitations, and exceptions that make it worthless but one would only be able to ascertain this if the insurance policy was fully reviewed as opposed to just a title page. The greater the likelihood that a contract may lead to liability, the greater the attention that should be given to liability allocation and insurance provisions. What follows are some examples of insurance language that would pertain to a contract where a high level of concern exists with respect to liability. Other, less comprehensive, provisions may be appropriate in other situations. See, for instance, the insurance provision in the standard simple contract this office keeps on its intranet site.

During the full term of this Agreement the Contractor shall, at its sole cost and expense, maintain a policy or policies of insurance issued by a company authorized to do business in the state of Wisconsin and licensed by the State of Wisconsin Office of the Commissioner of Insurance as follows:

- a. *Comprehensive General Liability*: One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage arising out of a single loss, with no sub-limits. This coverage must be written on an "occurrence" basis and shall cover all risks incident to all activity of the Contractor under this Agreement.
- b. *Motor Vehicle Liability (Including Uninsured and Underinsured Motorist Coverage)*: Two hundred and fifty thousand dollars (\$250,000) each person, five hundred thousand dollars (\$500,000) each accident, and fifty thousand (\$50,000) property damage each accident.
- c. *Workers Compensation*: If and as required by the State of Wisconsin.

- d. *Other Insurance:* If and as required by the State of Wisconsin.
- e. Cancellation: the insurance policies set forth above shall each include an endorsement which shall provide that Wood County will be given a thirty day advance written notice of any cancellation, modification or other material change in the policy. No such cancellation or modification shall impact the Contractor's obligations to maintain insurance under this Agreement.
- f. All liability coverage must be on an "occurrence" basis as opposed to a "claims made" basis.
- g. In the event of any action, suit or proceeding against the County upon any matter indemnified herein, Contractor shall, within five working days, cause notice thereof to be given to the County by certified mail.
- h. The County shall be an additional named insured or loss payee. The Contractor shall provide the County certificates of insurance evidencing such insurance coverage and any additional insured and loss payee endorsements under the policies.
- i. The Contractor recognizes that its indemnification liability to County is not limited by the limits of any insurance coverage.

There are numerous types of specialty liability insurance coverages for all sorts of work the county may be contracting for that should be specially addressed. For instance, excavation, trenching, well digging, utility work and the like should all have a minimum liability limit of \$2 million. For structural contractors, steel erection, and precast erection, you should contact the risk manager such that they may ascertain from our liability insurer what appropriate liability limits are.

Much of this information and more can be found on the intranet under Corporation Counsel, Contracts, Optional Contract Provisions. I bring this updated snippet of that document to the board's attention for educational purposes.

MEMORANDUM

TO: Wood County Board Supervisors and Employees

FROM: Peter A. Kastenholz, Corporation Counsel

DATE: October 19, 2021

RE: County Liability for Employee's Property Damage

A manager recently inquired how their department should proceed in regards to an incident where an employee sustained damage to their vehicle through no apparent fault of their own while in the course of their employment. I provided a legal analysis of the situation and thought it would be worthwhile to not only memorialize the essence of that communication such that it could be referenced in the future by others but also to share it with the County Board itself so that they are cognizant of an issue that periodically arises with county employees.

Wisconsin Statute Ch. 102 provides for worker's compensation benefits and mandates that employers pay for injuries to employees but there is no obligation under that law for an employer to pay for damage incurred to the personal property of an employee. There is no other provision in Wisconsin law or under general Wood County policies that obligates the county to pay for damages to the personal property of its employees even when that damage is incurred while the employee was acting within the scope of employment.

There are a few statutes that obligate the county to intercede on an employee's behalf, such as Wis. Stat. s. 895.35, which requires the county to represent an employee in defense of litigation against the employee for actions taken during the scope of employment and s. 895.46, which requires a county to pay for judgments against employees for actions taken during their scope of employment, but that is as far as it goes. An employee basically has no specific process applicable to them to recover their damages, and absent negligence by the county, no cause of action against the county.

There are some departments that have policies or past practices that have them reimbursing employees for damages sustained to certain personal property (the Sheriff's Department and possibly Highway come to mind) but it is not the norm for that to happen. Any department having such policies or practices should attempt to make sure they are very clear. Meanwhile, employees should understand that such policies and practices can be rescinded or modified at any time and that the existence of such a policy in another department does not mean that equity requires it be applied to them as well.

When it comes to personal vehicles being damaged, the expectation is that an employee will have adequate insurance to cover damages. There are always the issues of deductibles and exactly what the IRS mileage rate is intended to cover but I would suggest avoiding a discussion of these subjects and just rely on there being no legal basis or county policy that an employee may rely upon for recovery from the county.

It is possible for an employee, like any third party, to bring a legal action against the county for property damage due to negligence on the county's part. Even if the county is negligent, unless the damages to property are significant, there is no substance to this remedy as there is no procedure for collection outside filing the requisite notices of injury and claim and then pursuing litigation.

If a perpetrator's actions demonstrate that the damage to property was intentional, then this constitutes criminal damage to property under Wis. Stat. s. 943.01. Wis. Stat. s. 895.446 provides civil liability for a victim of intentional damage to property. I am setting that statute forth below inasmuch as it not only allows the victim to recover actual damages but also costs and exemplary damages up to three times the actual damages. If the person causing the damages is employed, irrespective if they are charged criminally, the employee may end up doing well by hiring counsel to bring a civil action. Likely any insurance the defendant has is going to have some sort of exemption for criminal activity but if the defendant has income or assets, litigation may be a worthwhile venture. If the victim were one of my family members, I would counsel them to try to retain an attorney who would agree that they only recover their fees upon collection from the defendant such that the victim is not out of pocket any costs for litigation. I would also negotiate in the retainer agreement in what order any recovery is allocated. This might result in a higher attorney fee of \$350/hr. or more but a judge is likely to accept that as the attorney is taking on more risk and it really doesn't matter to the victim since they aren't paying it anyway. Obviously, the employee will need to notify their manager if they do decide to pursue litigation as this will create a clear conflict in their continuing to deal with the offender if such a conflict isn't already present.

As always, feel free to let me know if you have any questions or concerns about the application of the law as set forth herein.

895.446. Property damage or loss caused by crime; action for

(1) Any person who suffers damage or loss by reason of intentional conduct that occurs on or after November 1, 1995, and that is prohibited under s. 943.01, 943.20, 943.21, 943.24, 943.26, 943.34, 943.395, 943.41, 943.50, 943.61, 943.74, or 943.76, or by reason of intentional conduct that occurs on or after April 28, 1998, and that is prohibited under s. 943.201 or 943.203, or by reason of intentional conduct that occurs on or after July 1, 2004, and that is prohibited under s. 943.011, 943.012, or 943.017, has a cause of action against the person who caused the damage or loss.

(2) The burden of proof in a civil action under sub. (1) is with the person who suffers damage or loss to prove a violation of s. 943.01, 943.011, 943.012, 943.017, 943.20, 943.201, 943.203, 943.21, 943.24, 943.26, 943.34, 943.395, 943.41, 943.50, 943.61, 943.74, or 943.76 by a preponderance of the credible

evidence. A conviction under s. 943.01, 943.011, 943.012, 943.017, 943.20, 943.201, 943.203, 943.21, 943.24, 943.26, 943.34, 943.395, 943.41, 943.50, 943.61, 943.74, or 943.76 is not required to bring an action, obtain a judgment, or collect on that judgment under this section.

(3) If the plaintiff prevails in a civil action under sub. (1), he or she may recover all of the following:

(a) Actual damages, including the retail or replacement value of damaged, used, or lost property, whichever is greater, for a violation of s. 943.01, 943.011, 943.012, 943.017, 943.20, 943.201, 943.203, 943.21, 943.24, 943.26, 943.34, 943.395, 943.41, 943.50, 943.61, 943.74, or 943.76.

(b) All costs of investigation and litigation that were reasonably incurred, including the value of the time spent by any employee or agent of the victim.

(c) Exemplary damages of not more than 3 times the amount awarded under par. (a). No additional proof is required under this section for an award of exemplary damages under this paragraph.

(3m)(a) In this subsection, “plant” includes the material taken, extracted, or harvested from a plant, or a seed or other plant material that is being used or that will be used to grow or develop a plant.

(b) If the violation of s. 943.01(1) involves the circumstances under s. 943.01(2d), the court may award a prevailing plaintiff the reasonable attorney fees incurred in litigating the action and, when determining the damages recoverable under sub. (3), shall include the market value of the plant before the damage or destruction, and the costs of production, research, testing, replacement, and plant development directly related to the plant that has been damaged or destroyed.

(4) Any recovery under this section shall be reduced by the amount recovered as restitution under ss. 800.093 and 973.20 and ch. 938 for the same act or as recompense under s. 969.13(5)(a) for the same act.

(5) No person may bring a cause of action under both this section and s. 95.195, 895.449, 943.212, 943.245 or 943.51 regarding the same incident or occurrence. If the plaintiff has a cause of action under both this section and s. 895.449, 943.212, 943.245 or 943.51 regarding the same incident or occurrence, the plaintiff may choose which action to bring. If the plaintiff has a cause of action under both this section and s. 95.195, the plaintiff must bring the action under s. 95.195.

(6) A person is not criminally liable under s. 943.30 for any action brought in good faith under this section.