

CHIPPEWA COUNTY

COUNTY BOARD

SPECIAL MEETING

JUNE 28, 2022

CHIPPEWA COUNTY COURTHOUSE, RM 302

6:00 PM

NOTE: THE COUNTY BOARD MEETING WILL BE LIVE STREAMED ON YOUTUBE.

During the meeting you can access the video by using the link provided below.

<https://youtu.be/HwhQZSijUdQ>

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE**
3. **ROLL CALL**

Attendee Name	Organization	Title	Status	Arrived
Dean Gullickson	Chippewa County	District 5 (Chair)	Present	
Ken Schmitt	Chippewa County	District 3 (Vice-Chair)	Present	
James Flater	Chippewa County	District 1	Present	
Harold Steele	Chippewa County	District 2	Present	
David Bischel	Chippewa County	District 4	Absent	
Glen Sikorski	Chippewa County	District 6	Present	
Jason Bergeron	Chippewa County	District 7	Present	
James Ericksen	Chippewa County	District 8	Present	
Joel Seidlitz	Chippewa County	District 9	Present	
Matthew Peterson	Chippewa County	District 10	Absent	
Roger Calkins	Chippewa County	District 11	Present	
Charles Bomar	Chippewa County	District 12	Present	
Caden Berg	Chippewa County	District 13	Absent	
Robert Teuteberg	Chippewa County	District 14	Present	
David Eisenhuth	Chippewa County	District 15	Present	
Ronald McGill	Chippewa County	District 16	Present	
George Rohmeyer	Chippewa County	District 17	Present	
Annette Hunt	Chippewa County	District 18	Present	
Chuck Hull	Chippewa County	District 19	Present	
Dean Mueller	Chippewa County	District 20	Present	
Kari Ives	Chippewa County	District 21	Present	

others present in Room 302 - Randy Scholz, Lori Zwiefelhofer, Michael Ewer, Deb Blevins, Larry Ritzinger, Todd Pauls, Jaclyn Sadler and Tim Johnson

4. **APPROVAL OF AGENDA**

County Board

Minutes
Special Meeting

Chippewa County Courthouse, Rm 302

June 28, 2022
6:00 PM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Harold Steele, District 2
SECONDER:	James Ericksen, District 8
AYES:	Gullickson, Schmitt, Flater, Steele, Sikorski, Bergeron, Ericksen, Seidlitz, Calkins, Bomar, Teuteberg, Eisenhuth, McGill, Rohmeyer, Hunt, Hull, Mueller, Ives
ABSENT:	Bischel, Peterson, Berg

5. MEMBERS OF THE PUBLIC WISHING TO BE HEARD

6. BUSINESS ITEMS

1. RESOLUTION TO PERMANENTLY CLOSE THE CHIPPEWA COUNTY PUBLIC FIREARMS RANGE & TRAINING FACILITY AND TO APPROVE THE SETTLEMENT OFFER BETWEEN CHIPPEWA COUNTY AND ROONEY FARMS LLC, AND STEVEN JAKE ROONEY

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ronald McGill, District 16
SECONDER:	Annette Hunt, District 18
AYES:	Gullickson, Schmitt, Flater, Steele, Sikorski, Bergeron, Ericksen, Seidlitz, Calkins, Bomar, Teuteberg, Eisenhuth, McGill, Rohmeyer, Hunt, Hull, Mueller, Ives
ABSENT:	Bischel, Peterson, Berg

7. AGENDA ITEMS FOR FUTURE CONSIDERATION

8. ADJOURN

RESULT:	APPROVED [UNANIMOUS]
MOVER:	James Ericksen, District 8
SECONDER:	Ronald McGill, District 16
AYES:	Gullickson, Schmitt, Flater, Steele, Sikorski, Bergeron, Ericksen, Seidlitz, Calkins, Bomar, Teuteberg, Eisenhuth, McGill, Rohmeyer, Hunt, Hull, Mueller, Ives
ABSENT:	Bischel, Peterson, Berg

**STATEMENT OF EXPLANATION**

Resolution No. 30 - 22

**RESOLUTION TO PERMANENTLY CLOSE THE CHIPPEWA COUNTY
PUBLIC FIREARMS RANGE & TRAINING FACILITY AND TO APPROVE THE
SETTLEMENT OFFER BETWEEN CHIPPEWA COUNTY AND ROONEY
FARMS LLC, AND STEVEN JAKE ROONEY**

1 On February 22 2022, Chippewa County received *an Itemized Statement of Relief Sought*
2 *and Statement of Claim*, filed by Attorney John Behling on behalf of Rooney Farms LLC and
3 Steven Jake Rooney. The total amount of the relief sought was \$1,779,610. The Statement of
4 Claim indicated the relief was being sought because of damage to equipment and to a
5 building, as well as inverse condemnation of the property, located at 10373 120th Avenue,
6 Chippewa Falls, WI 54729.

7 The County Administrator and Corporation Counsel were authorized by the County
8 Board to meet with the Claimants to see if a settlement could be reached. The County
9 Administrator, Corporation Counsel, and the attorney appointed by Wisconsin Municipal
10 Mutual Insurance Company (WMMIC), the County's liability insurance provider, met with the
11 Claimants to discuss settlement of the Claims. The Claimants indicated that in order to settle
12 the claims asserted by Rooney Farms LLC and Steven Jake Rooney, Chippewa County would
13 need to fully close the Chippewa County Public Firearms Range & Training Facility. As part of
14 that settlement, the Claimants stated that they would be willing to contribute \$75,000 to
15 offset some of the cost to permanently close and fully dismantle the Chippewa County Public
16 Firearms Range & Training Facility.

17 Passage of this resolution would close the Chippewa County Public Firearms Range &
18 Training Facility to any and all activity, effective July 1, 2022. In exchange, Chippewa County
19 would receive \$75,000 from the Claimants under the terms of the proposed settlement
20 agreement. Those funds could only be used for closing and fully dismantling the Chippewa
21 County Public Firearms Range & Training Facility. This resolution would also direct the County
22 Administrator to pursue any available grants to help offset the cost of closing and fully
23 dismantling the Range.

Resolution No. 30 - 22

RESOLUTION TO PERMANENTLY CLOSE THE CHIPPEWA COUNTY PUBLIC FIREARMS RANGE & TRAINING FACILITY AND TO APPROVE THE SETTLEMENT OFFER BETWEEN CHIPPEWA COUNTY AND ROONEY FARMS LLC, AND STEVEN JAKE ROONEY

WHEREAS, on February 22 2022, Chippewa County received *an Itemized Statement of Relief Sought and Statement of Claim*, filed by Attorney John Behling on behalf of Claimants Rooney Farms LLC and Steven Jake Rooney; and

WHEREAS, the Claimants are seeking monetary damage in the amount of \$1,779,610 for alleged damage to equipment and to a building, as well as inverse condemnation of the property, located at 10373 120th Avenue, Chippewa Falls, WI 54729; and

WHEREAS, the County Administrator and Corporation Counsel were authorized by the County Board to meet with the Claimants to determine if a settlement could be reached; and

WHEREAS, the County Administrator, Corporation Counsel, and the attorney appointed by Wisconsin Municipal Mutual Insurance Company (WMMIC), the County's liability insurance provider, have been meeting with the Claimants to discuss settlement of the claims; and

WHEREAS, as part of the settlement discussion, the Claimants have stated that in order to settle their claims, Chippewa County would need to permanently close and fully dismantle the Chippewa County Public Firearms Range & Training Facility; and

WHEREAS, in exchange for the closure of the Firearms Range, the Claimants have offered to contribute \$75,000 to offset some of the cost to Chippewa County for the costs of closure and full dismantling, under the terms of the proposed settlement agreement; and

WHEREAS, the settlement negotiations have led to a proposed agreement wherein the parties agree to the following material terms:

1. That the complete and final closure of the Chippewa County Public Firearms Range & Training Facility will occur on or before July 1, 2022.
2. The full dismantling of the Gun Range, consisting of the removal of all buildings, structures and berms, except the Hunters Education and Law Enforcement Training building, shall be completed by a date as reasonably practicable after the County receives all necessary approvals to do so under all government regulations and requirements, including those under the EPA and DNR, and any necessary public bidding process.
3. The Claimants will pay the County seventy-five thousand dollars (\$75,000.00) to be used by the County toward the costs of closing and dismantling the Firearms Range

under the terms of the proposed settlement agreement.

4. The Claimants absolutely, fully, and forever release and discharge the County from any and all claims and causes of action and potential claims and causes of action in any way arising out of or related to the Gun Range. This Release by the Claimants is contingent on the dismantling of the Gun Range and, by no later than September 1, 2022, the County's initiation of the necessary processes for completing this dismantling. The Release is also contingent upon no firearm discharge activity, even unauthorized or illegal activity, occurring at the Gun Range between the date of execution of this Agreement and the dismantling of the Gun Range which causes either damage to property owned by Rooney Farms, LLC or Steven Jake Rooney or physical injury to any individuals on property owned by them.

WHEREAS, it is the recommendation of the County Administrator, the Corporation Counsel, and WMMIC Counsel that Chippewa County agree to settle the claims of Rooney Farms LLC and Steven Jake Rooney and approve the attached *Full Settlement and Final Release of All Claims*, which sets out the specific terms of settlement; and

WHEREAS, execution of the *Full Settlement and Final Release of All Claims* by all parties will resolve all claims asserted by the Claimants and will lead to the full and complete closure and dismantling of the Firearms Range;

NOW, THEREFORE BE IT RESOLVED, that the Chippewa County Board does hereby approve the *Full Settlement and Final Release of All Claims* and formally authorizes the closure of the Chippewa County Public Firearms Range & Training Facility on or before July 1, 2022; and

BE IT FURTHER RESOLVED, that the County Administrator is authorized to sign the *Full Settlement and Final Release of All Claims* on behalf of Chippewa County; and

BE IT FURTHER RESOLVED, that the County Administrator is directed to ensure that the Firearms Range is closed to all users no later than July 1, 2022 and the County Administrator is further directed to take all steps necessary to accomplish the dismantling of the Firearms Range, with the exception of the Hunters Education and Law Enforcement Training building, including applying for any available grant funding for the closure and dismantling of the Firearms Range, and said steps are to commence no later than September 1, 2022.

Dated this 28th day of June, 2022 by the Chippewa County Board of Supervisors.

FINANCIAL IMPACT:

There is a fiscal impact to Chippewa County estimated to be between \$100,000 - \$500,000 to close the firearms range. The County Administrator has allocated ARPA funds for the purpose of closing the firearms range. The Claimants have agreed to provide \$75,000 towards those costs under the terms of the settlement agreement.

06/28/2022 County Board

RESULT: APPROVED [UNANIMOUS]

MOVER: Ronald McGill, District 16

SECONDER: Annette Hunt, District 18

AYES: Gullickson, Schmitt, Flater, Steele, Sikorski, Bergeron, Ericksen, Seidlitz, Calkins, Bomar, Teuteberg, Eisenhuth, McGill, Rohmeyer, Hunt, Hull, Mueller, Ives

ABSENT: David Bischel, Matthew Peterson, Caden Berg

Approved as to Form:

Todd A. Pauls

Todd A. Pauls, Corporation Counsel

6/24/2022

Randy B. Scholz

Randy B. Scholz, County Administrator

6/24/2022

Lori Zwiefelhofer

Lori Zwiefelhofer, Finance Director

6/27/2022

FULL SETTLEMENT AND FINAL RELEASE OF ALL CLAIMS

This Full Settlement and Final Release of All Claims (hereinafter “Agreement”) is entered as of the first date of execution below, by and between Chippewa County and Wisconsin Municipal Mutual Insurance Company (the “Released Parties”) and Rooney Farms LLC and Steven Jake Rooney.

1. Recitals.

- 1.1 Rooney Farms LLC and Steven Jake Rooney filed an “Itemized Statement of Relief Sought and Statement of Claim – Wis. Stat. § 893.80(1)(b)” against Chippewa County on February 22, 2022 (the “Claim”).
- 1.2 The above parties desire to enter into this Agreement in order to provide for a full and final settlement and discharge of all claims which have, or could have, been made by Rooney Farms LLC and Steven Jake Rooney against the Released Parties or their agents or representatives regarding the Chippewa County Public Firearms Range & Training Facility (the “Gun Range”), other than as set forth below.
- 1.3 The terms and conditions of the parties’ agreement are as follows:

2. Release and Discharge.

- 2.1 **Consideration.** In consideration of the County’s complete and final closure and dismantling of the Gun Range, as described below, Rooney Farms LLC and Steven Jake Rooney, on behalf of themselves and their heirs, successors, and assigns, hereby agree to pay the County seventy-five thousand dollars (\$75,000.00) and do hereby absolutely, fully, and forever release and discharge the Released Parties from any and all claims and causes of action and potential claims and causes of action in any way arising out of or related to the Gun Range subject to the two contingencies set forth below. The complete and final closure of the Gun Range shall occur on or before July 1, 2022. This will include erecting an additional gate across the driveway to the Range at the entry gate. The dismantling of the Gun Range, consisting of the removal of all buildings, structures and berms, except the hunter education and law enforcement training building, shall be completed by a date as reasonably practicable after the County receives all necessary approvals to do so under all government regulations and requirements, including those under the EPA and DNR, and any necessary public bidding process. The release of claims arising out of or related to activity occurring at the Gun Range from the date of execution of this Agreement until dismantling of the Gun Range shall be contingent in two respects. First, the Release is contingent upon the dismantling of the Gun Range occurring as described above and, by no later than September 1, 2022, the County’s initiation of the necessary processes for completing this dismantling. Second, the Release is contingent upon no firearm discharge activity, even unauthorized or illegal activity, occurring at the Gun Range between the date of execution of this Agreement and the dismantling of the Gun Range which causes either damage to property owned by Rooney Farms, LLC or Steven Jake Rooney or physical injury to any individuals on property

owned by them. Incidents which are the subject of this Release are described in the claim filed with the County on February 22, 2022, but this Release is not limited to only those claims. The satisfaction of the aforementioned contingencies shall also be the date upon which the seventy-five thousand dollars (\$75,000.00) shall be due and paid in full.

2.2 Release of All Claims. This Agreement fully extinguishes all claims and causes of action, other than as set forth above, including but not limited to those for: compensatory damages; punitive damages; costs and fees; attorneys' fees; equitable relief, injunctive relief, and statutory damage awards. This Agreement is a fully binding and complete settlement between Rooney Farms LLC and Steven Jake Rooney and the Released Parties. Any liability of subsidiaries, parent corporations, insurers, predecessors, successors, officers, directors, agents or employees of the Released Parties is also released and discharged. Further, any other persons or entities on behalf of the Released Parties who are or might be liable, even though their identity or involvement in the incident may not be presently known, are fully released and discharged. All rights to bring any other claims against anyone on behalf or related to the Released Parties are fully extinguished since full compensation for all injuries and damages has been paid.

2.3 Wisconsin Uniform Marital Property Act. This Agreement also fully extinguishes any claims or causes of action under the Wisconsin Uniform Marital Property Act.

3. Representations and Warranties.

3.1 Disputed Claim. It is understood and agreed that this Agreement is a full compromise of a disputed claim, and this settlement, or the payment of money, is not to be construed as an admission of liability by the Released Parties. It is recognized that the Released Parties deny that they are liable for the claimed injuries and damages.

3.2 Assignment of Claim. The parties represent that no portion of the Claim has been assigned to anyone else and that no other person or entity has any legal right to pursue this claim or share in the proceeds of the settlement.

3.3 Indemnification. Rooney Farms LLC and Steven Jake Rooney agree to indemnify and hold harmless the Released Parties for any money they may have to pay to any other person or entity asserting any claim arising out of or related to any claims for liability or damages in this matter, including any claims based upon subrogation, derivation, or assignment. Rooney Farms LLC and Steven Jake Rooney agree to indemnify the Released Parties for any expenses incurred in defending such claims. Rooney Farms LLC and Steven Jake Rooney agree to indemnify and hold harmless the Released Parties against any other claims, obligations, actions, causes of action, liens, or demands for payment which arise out of or relate to Rooney Farms LLC and Steven Jake Rooney's claims for liability or damages in this matter. Rooney Farms LLC and Steven Jake

Rooney agree to indemnify the Released Parties for any expenses incurred in defending such claims.

4. **Warranty of Capacity to Execute Agreement.** The parties represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein. The parties assert they have the sole right and exclusive authority to execute this Agreement and receive the consideration specified in it. The parties warrant that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement.
5. **Representation of Counsel.** The parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their own choice, concerning the legal consequences of this Agreement; that the terms of this Agreement have been completely read and explained to them by their attorneys; and that the terms of this Agreement are fully understood and voluntarily accepted by them. With full knowledge and understanding of the contents of this Agreement, the parties voluntarily enter into this Agreement and do so without having relied on any statement or representation by the Released Parties, their representatives, or anyone retained by them.
6. **Interpretation.** The parties agree that they have had a full and fair opportunity to review and revise the language of this Agreement and that this language is deemed to be the language chosen by all parties to express their mutual intent. In the event of any dispute arising between the parties in connection with this Agreement, it is the intent of the parties that no party shall be entitled to have any wording of this Agreement construed either in favor of or against any other party based on the fact that such party is alleged to have been the drafter of the wording of this Agreement.
7. **Governing Law.** Any questions concerning this Agreement shall be determined and governed by the terms of this Agreement and the law of the State of Wisconsin. The parties agree that Chippewa County shall retain jurisdiction for the sole purpose of enforcing, if necessary, this Agreement.
8. **Severance of Terms.** If any provision of this Agreement is held to be illegal or invalid by a Court of competent jurisdiction, the provision(s) shall be deemed severed and deleted. Neither the inclusion of such provision nor its severance and deletion shall affect the validity of the remaining provisions of this Agreement.
9. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and the terms of this Agreement are contractual and not a mere recital.
10. **Final Agreement.** This Agreement is the full and final agreement among the parties. This Agreement supersedes and replaces all prior negotiations and proposed agreements, written or oral. Each of the parties acknowledges that no other party, nor any agent or

attorney of any party, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter of this Agreement to induce that party to execute this instrument, and acknowledges that it has not executed this instrument in reliance on any such promise, representation, or warranty not contained in this writing. No modification of this Agreement shall be binding on any party unless that modification has been agreed to in writing, is signed by each party, and is specifically identified as an amendment to this Agreement.

- 11. Headings and Recitals.** The section headings of this Agreement are solely for the convenience of the parties and in no way shall affect the terms hereof. The recitals are an integral part of this Agreement.
- 12. Effectiveness.** This Agreement shall become effective immediately upon execution.

By their signature below, the parties agree and state that they have read this Agreement, which consists of five pages with signatures, have had the opportunity to discuss it with their respective counsel, and understand that it is a full and complete compromise and full settlement of all claims.

Dated this ____ day of _____, 2022.

Rooney Farms LLC

Please print: _____

Subscribed and sworn to before me
this ____ day of _____, 2022

Notary Public, State of Wisconsin
My Commission: _____

Dated this ____ day of _____, 2022.

Steven Jake Rooney

Subscribed and sworn to before me
this ____ day of _____, 2022

Notary Public, State of Wisconsin
My Commission: _____

Dated this ____ day of _____, 2022.

Chippewa County

Please print: _____

Subscribed and sworn to before me
this ____ day of _____, 2022

Notary Public, State of Wisconsin
My Commission: _____