

AGENDA
JEFFERSON COUNTY BOARD MEETING
TUESDAY OCTOBER 10, 2017 7:00 p.m.
Jefferson County Courthouse
311 S. Center Avenue, Room 205
Jefferson, WI 53549

1. **CALL TO ORDER**
 2. **ROLL CALL BY COUNTY CLERK**
 3. **PLEDGE OF ALLEGIANCE**
 4. **CERTIFICATION OF COMPLIANCE WITH OPEN MEETINGS LAW**
 5. **APPROVAL OF THE AGENDA**
 6. **APPROVAL OF MINUTES FROM SEPTEMBER 12, 2017 COUNTY BOARD MEETING**
 7. **COMMUNICATIONS**
 - a. Treasurer's Monthly Report (Addendum)
 - b. Retirement Recognitions
 - c. Report - 2017 County Apportionment
 - d. Report - Net New Construction 2017
 - e. Update on Racine County Sex Offender Placement in Jefferson County – J. Blair Ward
 - f. Zoning Committee – Notice of Public Hearing, October 19, 2017
 8. **PUBLIC COMMENT**
 9. **ANNUAL REPORTS**
 - a. Parks – Joe Nehmer
 10. **SPECIAL ORDER OF BUSINESS**
 - a. Presentation of the 2018 Recommended Budget
- COMMITTEE REPORTS / RESOLUTIONS / ORDINANCES**
11. **ADMINISTRATION AND RULES COMMITTEE**
 - a. Resolution – Suing opioid pharmaceutical companies to recover county costs associated with opioid abuse
 12. **FINANCE COMMITTEE**
 - a. Resolution – Amending the 2017 Jefferson County Emergency Management Department Budget
 13. **PLANNING AND ZONING COMMITTEE**
 - a. Report – Approval of Petitions
 - b. Ordinance – Amend Zoning Ordinance
 14. **APPOINTMENTS BY COUNTY ADMINISTRATOR**
 - a. Russell Kutz & Augie Tietz to the Human Services Board
 15. **PUBLIC COMMENT** (General)
 16. **ANNOUNCEMENTS**
 17. **ADJOURN**

NEXT COUNTY BOARD MEETING
October 24, 2017 – 7:00 P.M. – RM 205
2018 BUDGET PUBLIC HEARING

Report Used for Apportionment of County Levy

JEFFERSON County
2017 County Apportionment

District	Equalized Value Reduced by TID Value Increment	% to Total
Aztalan	134,325,300	.020428409
Cold Spring	76,485,000	.011631963
Concord	181,500,900	.027602951
Farmington	140,197,500	.021321463
Hebron	103,657,900	.015764461
Ixonia	458,047,800	.069660652
Jefferson	201,971,300	.030716123
Koshkonong	383,412,200	.058309949
Lake Mills	316,743,400	.048170850
Milford	106,224,900	.016154855
Oakland	351,832,500	.053507257
Palmyra	196,030,600	.029812651
Sullivan	198,516,600	.030190726
Sumner	112,287,500	.017076865
Waterloo	89,599,100	.013626376
Watertown	196,874,200	.029940947
Town Total	3,247,706,700	.493916499
Cambridge	5,970,900	.000908064
Johnson Creek	215,326,500	.032747203
Lac La Belle	468,500	.000071250
Palmyra	116,844,300	.017769871
Sullivan	46,721,900	.007105542
Village Total	385,332,100	.058601930
Fort Atkinson	871,366,000	.132518754
Jefferson	494,774,400	.075246093
Lake Mills	504,216,200	.076682017

Report Used for Apportionment of County Levy

JEFFERSON County
2017 County Apportionment

District	Equalized Value Reduced by TID Value Increment	% to Total
Waterloo	201,242,900	.030605346
Watertown	819,515,900	.124633306
Whitewater	51,262,300	.007796054
City Total	2,942,377,700	.447481570
County Total	6,575,416,500	1.000000000

District	TID Value Increments			Current Value	Increment
	TID #	YEAR	Base Value		
V . Johnson Creek	002	1994	11,378,800	72,153,700	60,774,900
V . Johnson Creek	003	1995	701,400	59,570,500	58,869,100
V . Palmyra	003	2006	430,300	9,586,100	9,155,800
C . Fort Atkinson	006	2000	1,135,400	8,118,100	6,982,700
C . Fort Atkinson	007	2000	11,587,900	24,651,100	13,063,200
C . Fort Atkinson	008	2009	28,584,200	41,092,700	12,508,500
C . Jefferson	004	2000	0	1,100,300	1,100,300
C . Jefferson	005	2001	21,437,300	30,018,500	8,581,200
C . Jefferson	006	2009	0	8,491,600	8,491,600
C . Jefferson	007	2012	0	8,761,900	8,761,900
C . Jefferson	008	2015	873,200	1,114,800	241,600
C . Lake Mills	002	1998	11,445,700	29,091,900	17,646,200
C . Lake Mills	003	2006	6,993,800	10,484,100	3,490,300
C . Lake Mills	004	2006	8,565,400	26,593,700	18,028,300
C . Lake Mills	005	2014	5,932,900	5,920,500	*
C . Lake Mills	006	2014	3,312,200	3,310,600	*
C . Waterloo	001	2005	5,961,500	13,909,400	7,947,900
C . Waterloo	002	2011	7,158,000	9,627,300	2,469,300
C . Waterloo	003	2012	1,583,100	2,844,400	1,261,300
C . Waterloo	004	2014	2,320,100	3,212,500	892,400
C . Watertown	003	1991	2,081,800	63,192,300	61,110,500
C . Watertown	004	2005	1,047,600	21,711,500	20,663,900
C . Watertown	005	2005	39,631,000	59,562,200	19,931,200
C . Watertown	006	2005	225,800	3,067,600	2,841,800
C . Watertown	007	2016	42,443,600	43,375,800	932,200
C . Whitewater	004	1990	968,200	28,607,000	27,638,800
C . Whitewater	005	2007	14,500	13,400	*
C . Whitewater	008	2007	503,700	536,100	32,400

* THIS DISTRICT HAS A ZERO OR NEGATIVE INCREMENT, NO INCREMENT SHOWN

NET NEW CONSTRUCTION 2017

COMUN CODE	MUNICIPALITY	2016 EQUALIZED VALUE	2017 NET NEW CONSTRUCTION	PERCENT
28002	TOWN OF AZTALAN	129,921,600	1,371,600	1.06%
28004	TOWN OF COLD SPRING	73,343,000	111,600	0.15%
28006	TOWN OF CONCORD	175,855,600	188,900	0.11%
28008	TOWN OF FARMINGTON	138,655,100	591,900	0.43%
28010	TOWN OF HEBRON	99,644,500	808,800	0.81%
28012	TOWN OF IXONIA	444,159,700	9,043,200	2.04%
28014	TOWN OF JEFFERSON	188,369,600	21,400	0.01%
28016	TOWN OF KOSHKONONG	371,324,300	3,247,800	0.87%
28018	TOWN OF LAKE MILLS	295,610,500	2,804,900	0.95%
28020	TOWN OF MILFORD	106,674,000	1,175,900	1.10%
28022	TOWN OF OAKLAND	353,811,100	935,800	0.26%
28024	TOWN OF PALMYRA	182,498,300	9,230,100	5.06%
28026	TOWN OF SULLIVAN	190,371,400	837,000	0.44%
28028	TOWN OF SUMNER	113,024,600	-263,900	-0.23%
28030	TOWN OF WATERLOO	93,207,300	807,700	0.87%
28032	TOWN OF WATERTOWN	183,496,800	1,208,900	0.66%
28111	VILLAGE OF CAMBRIDGE *	5,596,500	8,000	0.14%
28141	VILLAGE OF JOHNSON CREEK	312,986,500	8,246,600	2.63%
28146	VILLAGE OF LAC LA BELLE *	829,400	0	0.00%
28171	VILLAGE OF PALMYRA	122,758,200	3,179,500	2.59%
28181	VILLAGE OF SULLIVAN	45,368,900	315,400	0.70%
28226	CITY OF FORT ATKINSON	870,654,000	7,290,400	0.84%
28241	CITY OF JEFFERSON	481,469,500	5,162,100	1.07%
28246	CITY OF LAKE MILLS	511,900,300	9,607,200	1.88%
28290	CITY OF WATERLOO	210,992,900	1,034,600	0.49%
28291	CITY OF WATERTOWN *	879,928,200	4,405,200	0.50%
28292	CITY OF WHITEWATER *	77,491,900	1,763,500	2.28%
28999	COUNTY OF JEFFERSON	6,659,943,700	73,134,100	1.10%

* Split districts are summed at the end of the report

NOTICE OF PUBLIC HEARING
JEFFERSON COUNTY PLANNING AND ZONING COMMITTEE

Steve Nass, Chair; Greg David, Vice-Chair; Don Reese, Secretary; Amy Rinard; George Jaeckel

SUBJECT: Map Amendments to the Jefferson County Zoning Ordinance and a Request for a Conditional Use Permit

DATE: Thursday, October 19, 2017

TIME: 7:00 p.m. (*Courthouse doors will open at 6:30*)

PLACE: Room 205, Jefferson County Courthouse, 311 S. Center Ave., Jefferson, WI

1. **Call to Order**
2. **Roll Call**
3. **Certification of Compliance with Open Meetings Law Requirements**
4. **Approval of Agenda**
5. **Explanation of Public Hearing Process by Committee Chair**
6. **Public Hearing**

NOTICE IS HEREBY GIVEN that the Jefferson County Planning and Zoning Committee will conduct a public hearing at 7 p.m. on Thursday, October 19, 2017, in Room 205 of the Jefferson County Courthouse, Jefferson, Wisconsin. A hearing will be given to anyone interested in the proposals. **PETITIONERS, OR THEIR REPRESENTATIVES, SHALL BE PRESENT.** Matters to be heard are petitions to amend the official zoning map of Jefferson County and an application for conditional use permit. A map of the properties affected may be obtained from the Zoning Department. Individual files, which include staff findings of fact, are available for viewing between the hours of 8 a.m. and 4:30 p.m., Monday through Friday, excepting holidays. If you have questions regarding these matters, please contact Zoning at 920-674-7131.

**FROM A-1, EXCLUSIVE AGRICULTURAL TO A-3, AGRICULTURAL/RURAL
RESIDENTIAL**

R4007A-17 – Michael Cronin/Michael Neal & Doris Cronin Property: Rezone in accordance with Sec. 11.04(f)8 of the Jefferson County Zoning Ordinance to create a 0.7-acre lot and a 2.3-acre lot at **W4849 Shaner Rd** from PIN 010-0515-0622-002 (3 Ac), Town of Hebron.

R4008A-17 – Michael Bumbard/C&G Bumbard Trust Property: Create a 6-acre building site utilizing lot combination on **Wishing Well Ln** in the Town of Koshkonong. The site is part of PIN 016-0513-2534-000 (40 Ac). This is being done in accordance with Sec. 11.04(f)8 of the Jefferson County Zoning Ordinance.

R4009A-17 – Matthew Kaminski: Create a 1.59-ac farm consolidation lot around the home at **N7797 Vandre Rd** in the Town of Milford from part of PIN 020-0814-2933-000 (16.679 Ac). This is in accordance with Sec. 11.04(f)8 of the Jefferson County Zoning Ordinance.

R4010A-17 – Kathryn I Moritz Trust: Create an 8.5-acre lot at **W6770 Pond Rd**, in part by farm consolidation and also by lot combination from PINs 016-0514-2924-000 (40 Ac) and 016-0514-2923-001 (10 Ac) in the Town of Koshkonong. This is in accordance with Sec. 11.04(f)8 of the Jefferson County Zoning Ordinance.

FROM A-, EXCLUSIVE AGRICULTURAL TO N, NATURAL RESOURCES

R4011A-17 – Kathryn I Moritz Trust: Rezone to create a 4.4-acre Natural Resource zone from part of PIN 016-0514-2924-000 (40 Ac), near **N6770 Pond Rd** in the Town of Koshkonong in accordance with Sec. 11.04(f)12 of the Jefferson County Zoning Ordinance.

N4012A-17 – J&D Messmer Trust/Robert Biwer, Vesta Biwer Trust: Rezone PIN 008-0715-3042-001 (8.487 Ac) to create an 8.55-acre Natural Resource zone near **County Road Y** in the Town of Farmington. This is in accordance with Sec. 11.04(f)12 of the Jefferson County Zoning Ordinance.

CONDITIONAL USE PERMIT APPLICATION

CU1931-17 – North Shore Estates LLC: Allow multi-family residential development for 13 units at **W7990 and W7986 County Road B** on PINs 018-0713-0234-002 (3.419 Ac), 018-0713-0234-003 (0.561 Ac) and 018-0713-0234-009 (0.353 Ac). The site is in the Town of Lake Mills, and is zoned Residential R-1. This request is in accordance with Sec. 11.04(f)1 of the Jefferson County Zoning Ordinance.

A quorum of any Jefferson County Committee, Board, Commission or other body, including the Jefferson County Board of Supervisors, may be present at this meeting.

Individuals requiring special accommodations for attendance at the meeting should contact the County Administrator at 920-674-7101 24 hours prior to the meeting so that appropriate arrangements can be made.

A recording of the meeting will be available from the Zoning Department upon request.

Further information about Zoning can be found at www.jeffersoncountywi.gov

RESOLUTION NO. 2017-__

Suing opioid pharmaceutical companies to recover county costs associated opioid abuse

Executive Summary

Between 1999 and 2013, the amount of opioids dispensed in the United States quadrupled, with nearly 207 million opioid prescriptions being written in 2013 and almost 259 million in 2014. Opioid sales were nearly \$10 billion in 2015. According to 2015 data from the National Survey on Drug Use and Health, in 2013 over one third of United States citizens had used prescription opioids, with a significant number of those resulting in addiction. The Wisconsin Counties Association has researched this issue and found that lawsuits filed in other states have alleged that certain pharmaceutical companies knew that profits could significantly increase if they were able to market and sell opioids for long-term use. In order to expand their market and achieve a dramatic increase in profits, some companies decided to create a marketing campaign designed to give the medical community and the public the false impression that opioids were safe for long-term use. This false marketing campaign is responsible for what is commonly referred to as the Opioid Epidemic.

The Wisconsin counties of Wood, Adams and Price have already agreed to become parties to the lawsuit and the Wisconsin Counties Association expects at least 60 more Wisconsin counties to join the lawsuit. Pursuing claims against certain opioid manufacturers will hold those persons and entities that had a significant role in the creation of the Opioid Epidemic responsible for the financial costs incurred by Jefferson County and other public agencies across the state and country in dealing with the Opioid Epidemic.

The Administration & Rules Committee met on September 27, 2017, and recommended forwarding this resolution to the County Board for approval.

WHEREAS, the Executive Summary is incorporated into this resolution, and

WHEREAS, the rapid rise in the abuse and overuse of opioids throughout the country has been well documented through various reports and publications, and is commonly referred to as the Opioid Epidemic, and

WHEREAS, issues and concerns surrounding the Opioid Epidemic affect all Wisconsin counties, including Jefferson County, and

WHEREAS, according to the Centers for Disease Control and Prevention, societal costs associated with the Opioid Epidemic amount to over \$75 billion annually throughout the country, and

WHEREAS, the National Institute for Health has identified the manufacturers of certain opioid medications as being directly responsible for the Opioid Epidemic by virtue of their aggressive and, according to some, unlawful and unethical marketing practices, and

WHEREAS, opioid manufacturers have been held civilly and criminally accountable for their actions that relate directly to the Opioid Epidemic, and

WHEREAS, Jefferson County has spent millions of dollars in unexpected and unbudgeted time and resources through its programs and services responding to the Opioid Epidemic, and

WHEREAS, time and resources that Jefferson County expends responding to the Opioid Epidemic are time and resources that could be used for other critical Jefferson County programs and services, and

WHEREAS, numerous states and counties throughout the country have filed or intend to file lawsuits against certain opioid manufacturers in an effort to force the persons and entities responsible for the Opioid Epidemic to assume financial responsibility for the costs associated with addressing, combatting and otherwise dealing with the Opioid Epidemic, and

WHEREAS, Jefferson County officials have engaged in discussions with representatives of the law firms of von Briesen & Roper, S.C., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the "Law Firms") to discuss legal claims against certain opioid manufacturers, and

WHEREAS, the Law Firms have proposed that Jefferson County engage the Law Firms to prosecute the aforementioned claims on a contingent fee basis whereby the Law Firms would not be compensated unless Jefferson County receives a financial benefit as a result of the proposed claims and the Law Firms would advance all claim-related costs and expenses associated with the claims, and

WHEREAS, all of the costs and expenses associated with the claims against certain opioid manufacturers would be borne by the Law Firms, and

WHEREAS, the Law Firms have prepared an engagement letter, which is submitted as part of this Resolution ("Engagement Letter") specifying the terms and conditions under which the Law Firms would provide legal services to Jefferson County, consistent with the terms of this Resolution, and

WHEREAS, the Wisconsin Counties Association has engaged in extensive discussions with the Law Firms and has expressed a desire to assist in the prosecution of claims against certain opioid manufacturers, and

WHEREAS, it is in the best interest of Jefferson County, its citizens, residents, visitors and taxpayers to join with other counties, inside and outside of Wisconsin, in pursuit of claims against certain opioid manufacturers.

NOW, THEREFORE, BE IT RESOLVED that Jefferson County authorizes its County Administrator to execute an Engagement Letter on behalf of Jefferson County with substantially similar terms and conditions as set forth in the attached Engagement Letter, and

BE IT FURTHER RESOLVED that Jefferson County shall endeavor to faithfully perform all actions required to advance the claims contemplated herein and set forth in the Engagement Letter




Fiscal Note: This resolution will have no cost to Jefferson County and may have a financial benefit depending on the outcome of the lawsuit.

Ayes _____ Noes _____ Abstain _____ Absent _____ Vacant _____

Requested by
Administration & Rules Committee

10-10-17

J. Blair Ward: 10-04-17

REVIEWED: Administrator ; Corp. Counsel ; Finance Director 



Crueger
Dickinson

von Briesen

von Briesen & Roper, s.c. | Attorneys at Law

September 5, 2017

VIA EMAIL

[Name] County
c/o [County Board Chair, Executive, Administrator]
[Address]

**RE: *Engagement of von Briesen & Roper, s.c., and Crueger Dickinson LLC, Together with
 Simmons Hanly Conroy LLC, as Counsel in Relation to Claims Against Opioid
 Manufacturers***

Dear [Name]:

The purpose of this letter (“Engagement Letter”) is to set out in writing the terms and conditions upon which the law firms of von Briesen & Roper, s.c., and Crueger Dickinson LLC (collectively “Counsel”) will provide legal services to [NAME OF COUNTY] (“County”) in relation to the investigation and prosecution of certain claims against the following manufacturers and other parties involved with the manufacture of opioid medications: Purdue Pharma L.P., Purdue Pharma Inc., The Purdue Frederick Company, Inc., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc., Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Endo Health Solutions Inc., Endo Pharmaceuticals, Inc., Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster (collectively “Opioid Manufacturers”). Depending upon the results of initial investigations of the facts and circumstances surrounding the potential claim(s), there may be additional parties sought to be made responsible and/or certain of the aforementioned parties may be removed from the potential claim.

This Engagement Letter shall apply solely and exclusively to the services set forth herein in relation to the investigation and Lawsuit, as defined below. This Engagement Letter does not govern, nor does it apply to, any services of either Counsel unrelated thereto.

SCOPE OF SERVICES

Counsel will work with County in the collection of information necessary to form a good faith basis for filing a claim against the Opioid Manufacturers. County hereby authorizes Counsel to file a lawsuit against one or all of the Opioid Manufacturers (“Lawsuit”) upon the terms and conditions set forth herein.

RESPONSIBILITIES

Counsel will prosecute the Lawsuit with diligence and keep County reasonably informed of progress and developments, and respond to County’s inquiries. County understands and agrees that Counsel, on behalf of County, will engage the services of the nationally-recognized law firm Simmons Hanly Conroy LLC, which has demonstrated experience prosecuting claims against Opioid Manufacturers (“National Law Firm”) and which, in addition to Crueger Dickinson LLC, will serve as counsel of record for County in relation to the Lawsuit. County understands and agrees that all fees paid to Counsel and National Law Firm shall be as set forth in this Engagement Letter. County shall not be responsible for any fees and expenses of National Law Firm beyond the fees and expenses for which County has agreed to be responsible as set forth herein. County agrees to cooperate with Counsel

and National Law Firm in the gathering of information necessary to investigate and prosecute the Lawsuit. County further understands and agrees that the law firm of von Briesen & Roper, s.c., shall not be identified on any pleading as counsel of record for County in relation to the Lawsuit, but shall be available to assist County and Counsel and National Law Firm in relation to the Lawsuit.

The following additional terms apply to the relationship between County, Counsel and National Law Firm:

- A. von Briesen & Roper, s.c., and Crueger Dickinson LLC shall remain sufficiently aware of the performance of one another and the performance of National Law Firm to ascertain if each firm's handling of the Lawsuit conforms to the Rules of Professional Conduct. Both von Briesen & Roper, s.c., and Crueger Dickinson LLC shall be available to County regarding any concerns on the part of County relating to the performance of Counsel and/or National Law Firm. Counsel shall at all times remain ethically and financially responsible to the County for the services of Counsel and National Law Firm set forth herein.
- B. As set forth below, County's responsibility for attorney fees and expenses is contingent upon the successful outcome of the Lawsuit, as further defined below. Counsel and National Law Firm have agreed in writing as to the appropriate split of attorney fees and expenses upon the engagement of National Law Firm. Specifically, in the event of a Recovery (as defined below), the attorney fees will be split between the law firms as follows:

<u>FirmName</u>	<u>PercentageofFeesifSuccessful</u>
von Briesen & Roper, s.c.	10%
Crueger Dickinson LLC	45%
Simmons Hanly Conroy LLC	45%

The split of attorneys' fees between Counsel and National Law Firm may be subject to change. In the event of such an amendment, the County will be notified in writing of that amendment.

- C. Counsel and County understand and agree that Counsel and National Law Firm will all be considered attorneys for County. As such, each and all of Counsel and National Law Firm will adhere to the Rules of Professional Responsibility governing the relationship between attorney and client.

ACTUAL AND POTENTIAL CONFLICTS OF INTEREST AND WAIVER OF CONFLICT

As County is aware, Counsel and National Law Firm contemplate entering into the same arrangement as that set forth in this Engagement Letter with other counties and municipalities in Wisconsin and elsewhere. Counsel and National Law Firm believe that the goals and objectives of County are aligned with the goals and objectives of all other counties and municipalities with respect to the Lawsuit. Counsel and National Law Firm do not believe that to achieve the goals of the Lawsuit, either County or another county or municipality must take a position that is adverse to the interests of the other. However, to the extent any issue may arise in this matter about which County

disagrees with another county or municipality, and one of you may wish to pursue a course that benefits one but is detrimental to the interest of the other, we cannot advise County or assist County or any other county or municipality in pursuing such a course. That is to say, Counsel and National Law Firm cannot advocate for County's individual interests at the expense of the other counties or municipalities that Counsel and National Law Firm represent in a Lawsuit. Counsel and National Law Firm do not believe that this poses a problem because County's interests are currently aligned with the other counties and municipalities that are or may be in the Lawsuit. Counsel and National Law Firm are confident that their representation of County will not be limited in this matter by representation of any other county or municipality, but County should consider these consequences of joint representation in deciding whether to waive this conflict.

In addition to the material limitation discussed above, there are other consequences for County in agreeing to joint representation. Because each county or municipality would be a client of Counsel and National Law Firm, Counsel and National Law Firm owe equal duties of loyalty and communication to each client. As such, Counsel and National Law Firm must share all relevant information with all counties and municipalities who are clients in relation to the Lawsuit and Counsel and National Law Firm cannot, at the request of one county or municipality, withhold relevant information from the other client. That is to say, Counsel and National Law Firm cannot keep secrets about this matter among the counties and municipalities who are clients of Counsel and National Law Firm with respect to the Lawsuit. Also, lawyers normally cannot be forced to divulge information about communications with their clients because it is protected by the attorney-client privilege. However, because County would be a joint client in the same matter with other counties and municipalities, it is likely that were there to be a future legal dispute between County and other counties or municipalities that engage Counsel and National Law Firm about this matter, the attorney-client privilege would not apply, and each would not be able to invoke the privilege against the claims of the other.

Further, while County's position is in harmony with other counties and municipalities presently, and the conflict discussed above is waivable, facts and circumstances may change. For example, County may change its mind and wish to pursue a course that is adverse to the interests of another county or municipality and the conflict may become unwaivable. In that case, depending upon the circumstances, Counsel and National Law Firm may have to withdraw from representing either County or another county or municipality and County would have to bear the expense, if County chooses, of hiring new lawyers who would have to get up to speed on the matter.

County is not required to agree to waive this conflict, and County may, after considering the risks involved in joint representation, decline to sign this Engagement Letter. By signing this Engagement Letter, County is signifying its consent to waiving the conflict of interest discussed herein.

Other than the facts and circumstances related to the joint representation of numerous counties and municipalities, Counsel and National Law Firm are unaware of any facts or circumstances that would prohibit Counsel and/or National Law Firm from providing the services set forth in this Engagement Letter. However, it is important to note that the law firm of von Briesen & Roper, s.c., is a relatively large law firm based in Wisconsin and represents many companies and individuals. It is possible that some present and future clients of von Briesen & Roper, s.c., will have business relationships and potential or actual disputes with County. von Briesen & Roper, s.c., will not knowingly represent clients in matters that are actually adverse to the interests of County without County's permission and informed consent. von Briesen & Roper, s.c. respectfully requests that County consent, on a case by case basis, to von Briesen & Roper, s.c.'s representation of other clients whose interests are, or maybe adverse to, the interests of County in circumstances where County has selected other counsel and where von Briesen & Roper, s.c., has requested a written conflict waiver from County after being

advised of the circumstances of the potential or actual conflict and County has provided informed consent.

FEES FOR LEGAL SERVICES AND RESPONSIBILITY FOR EXPENSES

A. Calculation of Contingent Fee

There is no fee for the services provided herein unless a monetary recovery acceptable to County is obtained by Counsel and National Law Firm in favor of County, whether by suit, settlement, or otherwise ("Recovery"). County understands and agrees that a Recovery may occur in any number of different fashions such as final judgment in the Lawsuit, settlement of the Lawsuit, or appropriation to County following a nationwide settlement or extinguishing of claims in lawsuits and matters similar to the Lawsuit. Counsel and National Law Firm agree to advance all costs and expenses of Counsel, National Law Firm and the Lawsuit associated with investigating and prosecuting the Lawsuit provided, however, that the costs and expenses associated with County cooperating with Counsel and National Law Firm in conjunction with the Lawsuit and otherwise performing its responsibilities under this Engagement Letter are the responsibility of County. In consideration of the legal services to be rendered by Counsel and National Law Firm, the contingent attorneys' fees for the services set forth in this Engagement Letter shall be a gross fee of 25% of the Recovery, which sum shall be divided among Counsel and National Law Firm as set forth in the above chart.

Upon the application of the applicable fee percentage to the gross Recovery, and that dollar amount set aside as attorneys' fees to Counsel and National Law Firm, the amount remaining shall first be reduced by the costs and disbursements that have been advanced by Counsel and National Law Firm, and that amount shall be remitted to Counsel and National Law Firm. By way of example only, if the gross amount of the Recovery is \$1,000,000.00, and costs and disbursements are \$100,000.00, then the fee to Counsel and National Law Firm shall be \$250,000, the costs amount of \$100,000 shall be deducted from the balance of \$750,000.00, and the net balance owed to County shall be \$650,000. The costs and disbursements which may be deducted from a Recovery include, but are not limited to, the following, without limitation: court fees, process server fees, transcript fees, expert witness fees and expenses, courier service fees, appellate printing fees, necessary travel expenses of attorneys to attend depositions, interview witnesses, attend meetings related to the scope of this Engagement Letter and the like, and other appropriate matter related out-of-pocket expenses. In the event that any Recovery results in a monetary payment to County that is less than the amount of the costs incurred and/or disbursements made by Counsel and National Law Firm, County shall not be required to pay Counsel and National Law Firm any more than the sum of the full Recovery.

B. Nature of Contingent Fee

No monies shall be paid to Counsel or National Law Firm for any work performed, costs incurred or disbursements made by Counsel or National Law Firm in the event no Recovery to County has been obtained. In the event of a loss at trial due to an adverse jury verdict or a dismissal of the Lawsuit by the court, no monies shall be paid to Counsel or National Law Firm for any work performed, costs incurred or disbursements made by Counsel or National Law Firm. In such an event, neither party shall have any further rights against the other.

C. Disbursement of Recovery Proceeds to County

The proceeds of any Recovery on County's behalf under the terms of this Engagement Letter shall be disbursed to County as soon as reasonably practicable after receipt by Counsel and National Law

Firm. At the time of disbursement of any proceeds from a Recovery, County will be provided with a detailed disbursement sheet reflecting the method by which attorney's fees have been calculated and the expenses of litigation that are due to Counsel and National Law Firm from such proceeds. Counsel and National Law Firm are authorized to retain out of any moneys that may come into their hands by reason of their representation of County the fees, costs, expenses and disbursements to which they are entitled as determined in this Engagement Letter.

TERMINATION OF REPRESENTATION

This Engagement Letter shall cover the period from the date first indicated below until the termination of the legal services rendered hereunder, unless earlier terminated as provided herein. This Engagement Letter may be terminated by County at any time, and in the event of such termination, neither party shall have any further rights against the other, except that in the event of a Recovery by County against the Opioid Manufacturers subsequent to termination, Counsel and National Law Firm shall have a statutory lien on any such recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination. Counsel and National Law Firm may withdraw as County's attorneys at any time for the following reasons:

- A. If Counsel and National Law Firm determine, in their sole discretion, that County's claim lacks merit or that it is not worthwhile to pursue the Lawsuit further; or
- B. For Good Cause. For purposes of this Paragraph, Good Cause may include County's failure to honor the terms of the Engagement Letter, County's failure to follow Counsel or National Law Firm's advice on a material matter, or any fact or circumstance that would, in the view of Counsel or National Law Firm, impair an effective attorney-client relationship or would render continuing representation unlawful or unethical. If terminated for Good Cause, County will take all steps necessary to free Counsel and National Law Firm of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete withdrawal provided, however, that Counsel and National Law Firm shall have a statutory lien on any Recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination.

SETTLEMENT

County has the authority to accept or reject any final settlement amount after receiving the advice of Counsel and National Law Firm. County understands settlements are a "compromise" of its claim(s), and that Counsel and National Law Firm's fee, as set forth above, applies to settlements also. For example, if a settlement is reached, and includes future or structured payments, Counsel and National Law Firm's fee shall include its contingent portion of those future or structured payments.

NO GUARANTEE OF RECOVERY

County understands and acknowledges that dispute resolution through litigation often takes years to achieve. County understands and acknowledges that there is no guarantee or assurances of any kind regarding the likelihood of success of the Lawsuit, but that Counsel and National Law Firm will use their skill, diligence, and experience to diligently pursue the Lawsuit.

LIMITED LIABILITY

von Briesen & Roper, s.c., and Crueger Dickinson LLC are limited liability entities under Wisconsin law. This means that if Counsel fails to perform duties in the representation of County and that failure causes County damages, the firms comprising Counsel and the shareholder(s) or principals directly involved in the representation may be responsible to County for those damages, but the firm's other shareholders or principals will not be personally responsible. Counsel's professional liability insurance exceeds the minimum amounts required by the Wisconsin Supreme Court for limited liability entities of similar size.

COMMUNICATION BY E-MAIL

Counsel and National Law Firm primarily communicate with their clients via unencrypted internet e-mail, and this will be the way in which communications occur with County. While unencrypted e-mail is convenient and fast, there is risk of interception, not only within internal networks and the systems used by internet service providers, but elsewhere on the internet and in the systems of our clients and their internet service providers.

FILE RETENTION AND DESTRUCTION

In accordance with Counsel and National Law Firm's records retention policy, most paper and electronic records maintained are subject to a 10-year retention period from the last matter activity date or whatever date deemed appropriate. Extended retention periods may apply to certain types of matters or pursuant to County's specific directives.

After the expiration of the applicable retention period, Counsel and National Law Firm will destroy records without further notice to County, unless County otherwise notifies in writing.

MISCELLANEOUS

This Engagement Letter shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflicts of law rules. In the event of any dispute arising out of the terms of this Engagement Letter, venue for any such dispute shall be exclusively designated in the State of Wisconsin Circuit Court for Milwaukee County, Wisconsin, or in the United States District Court for the Eastern District of Wisconsin.

It is expressly agreed that this Engagement Letter represents the entire agreement of the parties, that all previous understandings are merged in this Engagement Letter, and that no modification of this Engagement Letter shall be valid unless written and executed by all parties.

It is expressly agreed that if any term or provision of this Engagement Letter, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Engagement Letter, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Engagement Letter shall be valid and shall be enforced to the fullest extent permitted by law.

The parties acknowledge that they have carefully read and fully understand all of the provisions of this Engagement Letter, and that they have the capacity to enter into this Engagement Letter. Each party and the person signing on behalf of each party, represents that the person signing this Engagement Letter has the authority to execute this document and thereby bind the party hereto on whose behalf the person is signing. Specifically, County acknowledges that it is bound by this Engagement Letter, has satisfied all conditions precedent to execution of this Engagement Letter and will execute all the necessary documents that may be required by its governing statutes and/or code.

CONCLUSION

Counsel and National Law Firm are pleased to have this opportunity to be of service to County. If at any time during the course of representation you have any questions or comments about our services or any aspect of how we provide services, please don't hesitate to call one or all of the individuals listed below.

Very truly yours,

von BRIESEN & ROPER, s.c.



Andrew T. Phillips

CRUEGER DICKINSON LLC



Erin K. Dickinson

SIMONS HANLY CONROY LLC (Acknowledged)

Paul J. Hanly, Jr.

[NAME] COUNTY agrees to retain the services of Counsel and National Law Firm all upon the terms and conditions specified above.

By: _____

Date: _____

Title: _____

cc: Corporation Counsel

RESOLUTION NO. 2017-__

Amending the 2017 Jefferson County Emergency Management Department Budget

Executive Summary

The Flood Mitigation Assistance (FMA) Grant Program provides resources to assist states and local units of government in their efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures and to reduce or eliminate claims under the National Flood Insurance Program. Jefferson County applied for and received funding under the FMA Grant Program which will end in 2017, but did not budget funds for this program in the 2017 County Budget. The Emergency Management Department is requesting an amendment to the 2017 County Budget to increase expenditures by \$1,150,000. This increase will include grant revenue of \$986,312 with the remainder of \$163,688 being appropriated from the 2016 fund balance carryover that was approved by the County Board on March 14, 2017. The Finance Committee considered this resolution at its September 28, 2017 meeting and recommended forwarding to the County Board for approval.

WHEREAS, the Executive Summary is incorporated into this resolution, and

WHEREAS, the Jefferson County Board of Supervisors approved receiving grant funds from the Flood Mitigation Assistance Grant Program to be included in the Emergency Management Department budget, and

WHEREAS, the Jefferson County Emergency Management Department has been awarded grant funds for Flood Mitigation Assistance for 2017, and

WHEREAS, the amount of grant funds to be received by Jefferson County for Flood Mitigation was unknown at the time of passage of the 2017 County Budget and was therefore not included in the budget, and

WHEREAS, it is necessary for the County Board to amend the 2017 County Budget to allow the Emergency Management Department to spend the funds described above.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors does hereby amend the 2017 County Budget to increase expenditure appropriations for the Emergency Management Department by \$1,150,000.

Fiscal Note: This is a budget amendment that increases expenditure appropriations by \$1,150,000 which is fully funded through the Flood Mitigation Assistance Grant Program and the 2016 fund balance carryover. No tax levy funds are required for this request. County Board approval requires a two-thirds majority vote of the entire membership of the County Board (20 votes of the 30 member County Board).

Ayes _____ Noes _____ Abstain _____ Absent _____ Vacant _____

Requested by Finance Committee

Donna Haugom: 09-12-17; Marc DeVries: 09-12-17; J. Blair Ward: 10-04-17

REVIEWED: Administrator: ; Corp. Counsel: ; Finance Director: 

10-10-17

**REPORT
TO THE HONORABLE MEMBERS OF THE JEFFERSON COUNTY
BOARD OF SUPERVISORS**

The Jefferson County Planning and Zoning Committee, having considered petitions to amend the official zoning map of Jefferson County, filed for public hearing held on September 21, 2017, as required by law pursuant to Wisconsin Statutes, notice thereof having been given, and being duly advised of the wishes of the town boards and persons in the areas affected, hereby makes the following recommendations:

**APPROVAL OF PETITIONS R4003A-17, R4004A-17, R4005A-17
AND R4006A-17**

DATED THIS TWENTY-FIFTH DAY OF SEPTEMBER 2017

Donald Reese, Secretary

**THE PRIOR MONTH'S AMENDMENTS PETITIONS R3994A-17, R3995A-17,
R3998A-17, R3999A-17, R4000A-17, R4001A-17, R4002A-17 AND R4003A-17 ARE
EFFECTIVE UPON PASSAGE BY COUNTY BOARD, SUBJECT TO WIS.
STATS. 59.69(5).**

ORDINANCE NO. 2017-__

Amend Zoning Ordinance

WHEREAS, the Jefferson County Board of Supervisors has heretofore been petitioned to amend the official zoning map of Jefferson County, and

WHEREAS, Petitions R4003A-17, R4004A-17, R4005A-17 and R4006A-17 were referred to the Jefferson County Planning and Zoning Committee for public hearing on September 21, 2017, and

WHEREAS, the proposed amendments have been given due consideration by the Board of Supervisors in open session,

NOW, THEREFORE, BE IT ORDAINED that the Jefferson County Board of Supervisors does amend the official zoning map of Jefferson County as follows:

**FROM A-1, EXCLUSIVE AGRICULTURAL TO A-3,
AGRICULTURAL/RURAL RESIDENTIAL**

Rezone to create a 1.16-acre building site on **Morgan Road** in the Town of Concord from part of PIN 006-0716-1344-000 (16.222 acres). This is being done in accordance with Sec. 11.04(f)8 of the Jefferson County Zoning Ordinance. This utilizes the last available A-3 zone for the property, therefore rezoning is conditioned upon recording of an affidavit acknowledging that fact. It is further conditioned upon road access approval, receipt of a suitable soil test and approval and recording of a final certified survey map, including extraterritorial plat review, if necessary. R4003A-17 – Jacob Kummrow

Create a 3-acre lot around the home at **N8471 Witte Lane**, Town of Watertown, from PIN 032-0815-2211-000 (18.106 acres). This is in accordance with Sec. 11.04(f)8 of the Jefferson County Zoning Ordinance. This utilizes the last available A-3 zone for the property; therefore rezoning is conditioned upon recording of an affidavit acknowledging that fact. It is further conditioned upon road access approval off of 20% or greater slopes, and approval and recording of a final certified survey map, including extraterritorial plat review if necessary. The airport protection zone shall be accommodated. R4004A-17 – Lance Dopke/Dopke LLC property

Create a 1-acre building site on **County Road G** from part of PIN 030-0813-2421-000 (20.962 acres), Town of Waterloo. This is in accordance with Sec. 11.04(f)8 of the Jefferson County Zoning Ordinance. This utilizes the last A-3 zone for the property; therefore rezoning is conditioned upon recording of an affidavit acknowledging that fact. It is further conditioned upon approval of the road access which will be split by the lot line to accommodate access to both the A-3 lot and the A-1 Agricultural zone, receipt of a suitable soil test and approval and recording of a final certified survey map. R4005A-17 – Donald & Phyllis Vehlow Trust

FROM A-1, EXCLUSIVE AGRICULTURAL TO N, NATURAL RESOURCES

Rezone to create a 2.6-acre Natural Resource zone adjacent to a proposed building site on **County Road G**, Town of Waterloo, from PIN 030-0813-2421-000 (20.962 acres). This is in accordance with Sec. 11.04(f)12 of the Jefferson County Zoning Ordinance. This action is conditioned upon approval and recording of a final certified survey map for the zone, which may not be sold separately from adjoining land. R4006A-17 – Donald & Phyllis Vehlow Trust




The above rezonings shall be null and void and of no effect one year from the date of County Board approval unless all applicable conditions have been completed by that date.

Ayes_____ Noes_____ Abstain_____ Absent_____ Vacant_____

Requested by
Planning & Zoning Committee

10-10-17

Deb Magritz: 10-02-17

REVIEWED: Administrator ; Corp. Counsel ; Finance Director 

TO THE JEFFERSON COUNTY BOARD OF SUPERVISORS:
MEMBERS OF THE BOARD:

By virtue of the authority vested in the County Administrator under Sections 59.18 of the Wisconsin Statutes, I do hereby request the County Board's confirmation of the following appointments:

- a. Russell Kutz, Jefferson, WI to the Human Services Board for a three-year term ending November 1, 2020.

AYES _____ NOES _____ ABSTAIN _____ ABSENT _____

- b. Augie Tietz, Watertown, WI to the Human Services Board for a three-year term ending November 1, 2020.

AYES _____ NOES _____ ABSTAIN _____ ABSENT _____