

ROCK COUNTY, WISCONSIN



Board of Supervisors
51 S. Main Street
Janesville, WI 53545
Phone: 608/757-5510
FAX: 608/757-5511
www.co.rock.wi.us

AMENDED
10/11/17

**ROCK COUNTY BOARD OF SUPERVISORS' MEETING
THURSDAY, OCTOBER 12, 2017 – 6:00 P.M.**

**COUNTY BOARD ROOM/COURTROOM H
FOURTH FLOOR/COURTHOUSE EAST**

Agenda

1. CALL TO ORDER
2. INVOCATION & PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADOPTION OF AGENDA
5. APPROVAL OF MINUTES – September 28, 2017
6. PUBLIC HEARING
7. CITIZEN PARTICIPATION, COMMUNICATIONS AND ANNOUNCEMENTS
8. NOMINATIONS, APPOINTMENTS AND CONFIRMATION
 - A. Appointments to the Emergency Medical Services Advisory Council
9. RECOGNITION OF COUNTY EMPLOYEES OR OTHERS
 - A. Recognizing Sergeant Kenneth J. Marquardt
 - B. Recognizing Jodi Welch
 - C. Recognizing Linda Lou
 - D. Recognizing Marilyn Loveland for Service to Rock Haven
 - E. Recognizing John Welch for Service to Rock Haven
10. INTRODUCTION OF NEW RESOLUTIONS OR ORDINANCES BY SUPERVISORS FOR REFERRAL TO APPROPRIATE COMMITTEE
11. REPORTS
12. NEW BUSINESS
 - A. Supplementary Appropriations and Budget Changes - Roll Call
 - 1) Amending the 2017 HSD Budget to Accept CLTS Funds and Create 11.0 Positions
 - 2) Amending the Sheriff's 2017 Budget to Use Equitably Shared Funds for Canine Purchase
 - B. Contracts – Roll Call
 - 1) Authorization for Purchase / Installation of Fire & EMS Paging System

ROCK COUNTY BOARD OF SUPERVISORS

OCTOBER 12, 2017

Page 2

12. NEW BUSINESS

- 2) Authorizing Agreement with City of Edgerton for the Acquisition and Sale of Tax Delinquent Property Located at 322 Spencer Street in the City of Edgerton, In Accordance with Section 75.365 of the Wisconsin Statutes
- 3) Awarding Contract for Color Copier in Central Services

- C. To Designate a Qualified Newspaper for All Rock County Legal Publications for 2018
- D. Determining Allocation of American Transmission Company Environmental Impact Fees to be Received in 2018
- E. Acceptance of Rock County 2017-2018 Snowmobile DNR Grant S-5062
- F. Requesting State Law Change Allowing Counties the Use of the Design-Build Construction Method and Update the Statutory Bidding Requirements

- G. Authorizing Engagement Letter in Relation to Claims Against Opioid Manufacturing**

- H. Presentation of the 2018 Recommended Budget – County Administrator

13. ADJOURNMENT

APPOINTMENTS TO EMERGENCY MEDICAL SERVICES ADVISORY COUNCIL

POSITION: Members of the Emergency Medical Services Advisory Council

AUTHORITY: County Board Resolution #96-9A-071

TERM: Terms Expiring September 30, 2020

PER DIEM: For County Board Supervisors Only
Yes, Per Board Rule IV.J.

PRESENT MEMBER:

Larry Knuth	Shelly McGuire
Brian Becker	Pastor William Wagner
Dr. John Russo	Deputy Chief Jim Ponkauskas
Cindy Kirby	Barry Irmen

CONFIRMATION: Yes, by County Board of Supervisors

NEW APPOINTMENT:

Larry Knuth Paratech Ambulance 9401 W Brown Deer Rd Milwaukee, WI 53224	Shelly McGuire Edgerton Hospital & Health Services 11101 Sherman Rd Edgerton, WI 53534
Brian Becker Rock County 911	Pastor William Wagner 2491 Dewey Ave Beloit, WI 53511
Dr. Kasey Kronenfeld SSM Health 2400 E Racine St Janesville, WI 53546	Deputy Chief Jim Ponkauskas Janesville Fire Department 303 Milton Ave Janesville, WI 53545
Chief Randall Pickering Edgerton Fire Dept 621 N Main St Edgerton, WI 53534	Barry Irmen Rock Co. Medical Examiner's Office

EFFECTIVE DATE: October 12, 2017

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Sheriff Robert D. Spoden
INITIATED BY



Chief Deputy Barbara J. Tillman
DRAFTED BY

Public Safety & Justice
Committee
SUBMITTED BY

September 7, 2017
DATE DRAFTED

RECOGNIZING SERGEANT KENNETH J. MARQUARDT

- 1 **WHEREAS**, Kenneth J. Marquardt began his employment with Rock County on March 14, 1988 as a
- 2 Correctional Officer in the Rock County Sheriff's Office; and,
- 3
- 4 **WHEREAS**, Kenneth J. Marquardt was promoted to the rank of Deputy on January 4, 1991, working in the
- 5 Patrol Division; and,
- 6
- 7 **WHEREAS**, Kenneth J. Marquardt was promoted to the rank of Sergeant on October 8, 1998, supervising both
- 8 the Patrol and Jail Bureaus; and,
- 9
- 10 **WHEREAS**, throughout his tenure with the Sheriff's Office, Sergeant Marquardt has served in many capacities
- 11 including: Boat Patrol, Water Rescue Team, Leader of the Hostage Negotiation Team, and Commander of the
- 12 Recreation Safety Team; and,
- 13
- 14 **WHEREAS**, Sergeant Marquardt has received numerous commendations and letters of appreciation; and,
- 15
- 16 **WHEREAS**, Sergeant Marquardt will retire from public service on October 11, 2017.
- 17
- 18 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled this
- 19 _____ day of _____, 2017, does hereby recognize Sergeant Kenneth J. Marquardt for his over 29
- 20 years of faithful service and recommends that a sincere expression of appreciation be given to Sergeant Kenneth
- 21 J. Marquardt along with best wishes for the future.

17-10A-359

Respectfully submitted,

PUBLIC SAFETY & JUSTICE COMMITTEE

COUNTY BOARD STAFF COMMITTEE

Mary Beaver
Mary Beaver, Chair

J. Russell Podzilni, Chair

Henry Brill
Henry Brill, Vice Chair

Sandra Kraft, Vice Chair

Terry Fell
Terry Fell

Eva Arnold

Brian Knudson
Brian Knudson

Henry Brill

Phillip Owens
Phillip Owens

Betty Jo Bussie

Mary Mawhinney

Louis Peer

Alan Sweeney

Terry Thomas

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Public Safety & Justice
INITIATED BY
Public Safety & Justice
SUBMITTED BY



Jacki Gackstatter
DRAFTED BY

September 11, 2017
DATE DRAFTED

RECOGNIZING JODI WELCH

1 WHEREAS, Jodi Welch has served the citizens of Rock County for over the past 19 years and 10 months as a
2 dedicated and valued employee of Rock County; and,
3
4 WHEREAS, Jodi Welch began her career as a seasonal clerical worker on November 27, 1995; and,
5
6 WHEREAS, Jodi Welch was hired as a Receipt and Disbursement Specialist on November 14, 1997; and,
7
8 WHEREAS, Jodi Welch took the position of Deputy Clerk in the Clerk of Court Office on December 1, 1998;
9 and,
10
11 WHEREAS, over the course of her career with the Clerk of Court Office, Jodi Welch has worked under three
12 Clerks of Court: Clerk of Court Wayne Pfister, Clerk of Court Eldred Mielke and Clerk of Court Jacki Gackstatter;
13 and,
14
15 WHEREAS, Jodi Welch worked diligently in her position until her resignation on September 13, 2017; and,
16
17 WHEREAS, the Rock County Board of Supervisors, representing the citizens of Rock County, wishes to
18 commend Jodi Welch for her long and faithful service.
19
20 NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this
21 _____ day of _____, 2017 does hereby recognize Jodi Welch for her 19 years, 10 months of service
22 and extend their best wishes to her in her future endeavors.

Respectfully submitted,

PUBLIC SAFETY AND JUSTICE COMMITTEE

COUNTY BOARD STAFF COMMITTEE

Mary Beaver
Mary Beaver, Chair

J. Russell Podzilni, Chair

Henry Brill
Henry Brill, Vice Chair

Sandra Kraft, Vice Chair

Terry Fell
Terry Fell

Eva Arnold

Brian Knudson
Brian Knudson

Henry Brill

Phillip Owens
Phillip Owens

Betty Jo Bussie

Mary Mawhinney

Louis Peer

Alan Sweeney

Terry Thomas

17-10A-360

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Public Safety & Justice
INITIATED BY
Public Safety & Justice
SUBMITTED BY



Jacki Gackstatter
DRAFTED BY

September 11, 2017
DATE DRAFTED

RECOGNIZING LINDA LOU

- 1 **WHEREAS**, Linda Lou has served the citizens of Rock County for over the past 27 years and 8 months as a
- 2 dedicated and valued employee of Rock County; and,
- 3
- 4 **WHEREAS**, Linda Lou began her career as a seasonal worker on November 18, 1988; and,
- 5
- 6 **WHEREAS**, Linda Lou was hired full time as a Deputy Clerk of Court January 2, 1990; and,
- 7
- 8 **WHEREAS**, Linda Lou worked in Small Claims throughout her tenure with Rock County; and,
- 9
- 10 **WHEREAS**, over the course of her career with the Clerk of Court Office, Linda Lou has worked under four
- 11 Clerks of Court: Clerk of Court Randy Christensen, Clerk of Court Wayne Pfister, Clerk of Court Eldred Mielke
- 12 and Clerk of Court Jacki Gackstatter; and,
- 13
- 14 **WHEREAS**, Linda Lou exemplified the core values of Rock County, Honesty, Integrity and Respect, and she
- 15 worked diligently in her position until her retirement on September 19, 2017; and,
- 16
- 17 **WHEREAS**, the Rock County Board of Supervisors, representing the citizens of Rock County, wishes to
- 18 commend Linda Lou for her long and faithful service.
- 19
- 20 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled this
- 21 _____ day of _____, 2017 does hereby recognize Linda Lou for her 27 years, 8 months of service
- 22 and extend their best wishes to her in her future endeavors.

Respectfully submitted,

PUBLIC SAFETY AND JUSTICE COMMITTEE

COUNTY BOARD STAFF COMMITTEE

Mary Beaver
Mary Beaver, Chair

J. Russell Podzilni, Chair

Henry Brill
Henry Brill, Vice Chair

Sandra Kraft, Vice Chair

Terry Fell
Terry Fell

Eva Arnold

Brian Knudson
Brian Knudson

Henry Brill

Phillip Owens
Phillip Owens

Betty Jo Bussie

Mary Mawhinney

Louis Peer

Alan Sweeney

Terry Thomas

17-10A-361

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Health Services Committee
INITIATED BY



Sue Prostko
DRAFTED BY

Health Services Committee
SUBMITTED BY

September 29, 2017
DATE DRAFTED

RECOGNIZING MARILYN LOVELAND FOR SERVICE TO ROCK HAVEN

- 1 **WHEREAS**, Marilyn Loveland has served the citizens of Rock County over the past 28 years, 9 months as a
- 2 dedicated and valued employee of Rock County; and,
- 3
- 4 **WHEREAS**, Marilyn Loveland began her career with Rock Haven as a Certified Nursing Assistant on January 17,
- 5 1989; and,
- 6
- 7 **WHEREAS**, Marilyn Loveland has worked diligently in that position until her retirement on October 5, 2017;
- 8 and,
- 9
- 10 **WHEREAS**, the Rock County Board of Supervisors, representing the citizens of Rock County, wishes to
- 11 recognize Marilyn Loveland for her long and faithful service.
- 12
- 13 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly assembled this
- 14 _____ day of _____, 2017 does hereby recognize Marilyn Loveland for her 28 years, 9 months of service
- 15 and extend their best wishes to her in her future endeavors.

17-10A-362

Respectfully submitted,

HEALTH SERVICES COMMITTEE

COUNTY BOARD STAFF COMMITTEE

Norvain Pleasant, Chair

J. Russell Podzilni, Chair

Brenton Driscoll, Vice Chair

Sandra Kraft, Vice Chair

Terry Fell

Betty Jo Bussie

Dave Homan

Eva Arnold

Kara Hawes

Mary Mawhinney

Alan Sweeney

Henry Brill

Louis Peer

Terry Thomas

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Health Services Committee
INITIATED BY



Sue Prostko
DRAFTED BY

Health Services Committee
SUBMITTED BY

September 29, 2017
DATE DRAFTED

RECOGNIZING JOHN WELCH FOR SERVICE TO ROCK HAVEN

- 1 **WHEREAS**, John Welch has served the citizens of Rock County over the past 21 years, 9 months as a dedicated
- 2 and valued employee of Rock County; and,
- 3
- 4 **WHEREAS**, John Welch began his career with Rock Haven as a Certified Nursing Assistant on December 6,
- 5 1995; and,
- 6
- 7 **WHEREAS**, John Welch has worked diligently in that position until his retirement on September 19, 2017; and,
- 8
- 9 **WHEREAS**, the Rock County Board of Supervisors, representing the citizens of Rock County, wishes to
- 10 recognize John Welch for his long and faithful service.
- 11
- 12 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly assembled this
- 13 day of , 2017 does hereby recognize John Welch for his 21 years, 9 months of service and
- 14 extend their best wishes to him in his future endeavors.

Respectfully submitted,

HEALTH SERVICES COMMITTEE

COUNTY BOARD STAFF COMMITTEE

Norvain Pleasant, Chair

J. Russell Podzilni, Chair

Brenton Driscoll, Vice Chair

Sandra Kraft, Vice Chair

Terry Fell

Betty Jo Bussie

Dave Homan

Eva Arnold

Kara Hawes

Mary Mawhinney

Alan Sweeney

Henry Brill

Louis Peer

Terry Thomas

17-10A-363

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Katherine Luster
INITIATED BY



Marci Taets, HSD Analyst
DRAFTED BY

County Board Staff Committee
Finance Committee
Human Services Board
SUBMITTED BY

September 19, 2017
DATE DRAFTED

Amending the 2017 HSD Budget to Accept CLTS Funds and Create 11.0 FTE Positions

1 **WHEREAS**, the Children’s Long Term Support (CLTS) waiver program makes Medicaid funding
2 available to serve children who have substantial limitations due to developmental, emotional and/or
3 physical disabilities; and,
4

5 **WHEREAS**, the State of Wisconsin has launched an initiative to eliminate the waiting list for long-term
6 supports for more than 2,200 children with developmental disabilities, physical disabilities or severe
7 emotional disturbances across the state; and,
8

9 **WHEREAS**, as of September 2017 there were 181 children on the wait list for CLTS services in Rock
10 County; and,
11

12 **WHEREAS**, the Wisconsin Department of Health Services has asked all counties to submit plans that
13 call for the elimination of CLTS wait lists by December 2018; and,
14

15 **WHEREAS**, the state has made additional funds available to the Rock County Human Services
16 Department based on the number of enrollments off of the program wait list; and,
17

18 **WHEREAS**, in order to serve the children on the wait list, it is necessary to increase the capacity of the
19 CLTS program by hiring six additional case managers and a supervisor; and,
20

21 **WHEREAS**, 50 of the children on the wait list screen eligible for both CLTS and CCS services
22 resulting in the need to hire three additional joint CLTS/CCS case managers and one supervisor in the
23 CCS program; and,
24

25 **WHEREAS**, it is necessary to begin the recruitment process in 2017 in order to hire supervisors by the
26 end of the year and case managers who can start in early January; and,
27

28 **WHEREAS**, it is necessary to amend the 2017 budget to accept additional revenue in the CLTS
29 program and to cover the costs of the supervisors and the computers, phones, and furniture for all of the
30 new positions; and,
31

32 **WHEREAS**, no additional county levy is required in 2017 due to the new revenue in the CLTS budget
33 and underspending of line items within both the CLTS and CCS budgets.
34

35 **NOW, THEREFORE, BE IT RESOLVED** by the Rock County Board of Supervisors duly assembled
36 this ____ day of _____, 2017, does hereby approve the creation of 6.0 FTE Social Worker
37 positions and one Human Services Supervisor I in the CLTS Program; 3.0 FTE joint CLTS/CCS Social
38 Worker positions and one Human Services Supervisor II in the CCS program; and the purchase of
39 computers, phones and furniture for the new positions.
40

41 **BE IT FURTHER RESOLVED**, that the 2017 Budget be amended as follows:

Account/Description	Budget	Increase	Amended
<u>Source of Funds-CLTS</u>	<u>9/1/17</u>	<u>(Decrease)</u>	<u>Budget</u>
36-3691-0000-42100	\$2,446,371	\$10,760	\$2,457,131
47 Federal Aid			

17-9B-358

48	Use of Funds-CLTS			
49	36-3691-0000-61100	\$612,870	\$4,887	\$617,757
50	Regular Wages			
51				
52	36-3691-0000-61400	\$46,961	\$374	\$47,335
53	FICA			
54				
55	36-3691-0000-61510	\$41,742	332	\$42,074
56	Retirement			
57				
58	36-3691-0000-61610	\$213,828	\$1,373	\$215,201
59	Health Insurance			
60				
61	36-3691-0000-61620	\$6,042	\$54	\$6,096
62	Dental Insurance			
63				
64	36-3691-0000-64604	\$1,569,655	(\$13,690)	\$1,555,965
65	Program Expense			
66				
67	36-3691-0000-67130	\$2,800	\$10,500	\$13,300
68	Terminals & PCs			
69				
70	36-3691-0000-67160	\$2,225	\$6,930	\$9,155
71	HSD Equipment \$500 - \$5000			
72				
73	Use of Funds-CCS			
74	36-3707-0000-64604	\$169,627	(\$9,960)	\$159,667
75	Program Expense			
76				
77	36-3707-0000-67130	\$16,100	\$6,000	\$22,100
78	Terminals & PCs			
79				
80	36-3707-0000-67160	\$59,118	\$3,960	\$63,078
81	HSD Equipment \$500 - \$5000			

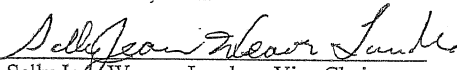
Respectfully submitted,

HUMAN SERVICES BOARD

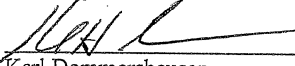
COUNTY BOARD STAFF COMMITTEE


 Brian Knudson, Chair

 J. Russell Podzilni, Chair


 Sally Jean Weaver-Landers, Vice Chair

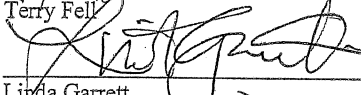
 Sandra Kraft, Vice Chair


 Karl Dommershausen

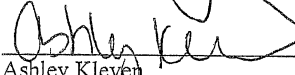
 Eva Arnold


 Terry Fell


 Henry Brill


 Linda Garrett

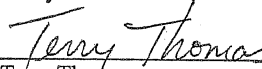
 Betty Jo Bussie


 Ashley Kleven

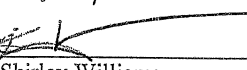
 Mary Mawhinney


 Kathy Schufz

 Louis Peer


 Terry Thomas

 Alan Sweeney


 Shirley Williams

 Terry Thomas

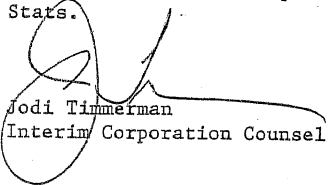
FINANCE COMMITTEE ENDORSEMENT

Reviewed and approved on a vote of

Mary Mawhinney, Chair Date


LEGAL NOTE:

The County Board is authorized to accept grant funds pursuant to sec. 59.52(19), Wis. Stats and to take this action pursuant to sec. 59.22(2), Wis. Stats. As an amendment to the adopted 2017 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to sec. 65.90(5)(a), Wis. Stats.


Jodi Timmerman
Interim Corporation Counsel

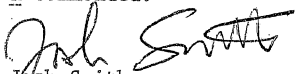
FISCAL NOTE:

This resolution creates 11.0 new FTEs in the HSD CLTS/CCS program areas. These positions will be funded by federal aid.


Sherry Oja
Finance Director

ADMINISTRATIVE NOTE:

Recommended.


Josh Smith
County Administrator

Executive Summary

The Children's Long Term Support (CLTS) waiver program provides Medicaid funding for children who fall under three separate groups: Developmental Disabilities (DD), Physical Disabilities (PD), and Severe Emotional Disabilities (SED). At present, there are about 220 children served by this program in Rock County. The new State Budget expands access to care by providing \$14,067,300 in fiscal year 2017-18 and \$25,205,500 in fiscal year 2018-19 to eliminate the waiting list for long-term supports for more than 2,200 children with developmental disabilities, physical disabilities or severe emotional disturbances across the state.

The Wisconsin Department of Health Services has asked all counties to submit plans that call for the elimination of CLTS wait lists by December of 2018. Additional funding will be made available to counties based on the number of enrollments off of the program wait lists. As of September 18, 2017 there were 181 children on the wait list for CLTS services in Rock County. Of the 181 children, approximately 50 children screen eligible for both CLTS and CCS services. This resolution will provide Rock County with the capacity to serve the children on the wait list by authorizing six additional case managers and one supervisor in the CLTS program and three joint CLTS/CCS case managers and one supervisor in the CCS program. State mandate requires a child who is dually eligible for both CCS and CLTS to be funded first by CCS and CLTS be the funding of last resort to cover any unmet needs the child has. This resolution also includes funding for phones, computers, and furniture for the new positions.

The funding for the salaries and benefits for 11.0 FTE are already included in the 2018 HSD Budget Request and Administrator's Recommendation. The creation of the new positions is accomplished by the adoption of this resolution. The delay in the passage of the State Budget makes it difficult to hire new staff by year end. The HSD hopes to have the new Supervisors in place by December. The goal is to finish the recruitment process in 2017 so that all new staff can start in early January. There is no additional levy cost attributed to the 11.0 FTE in 2017.

The expansion of the CLTS program will help meet HSD's goal of having long term care services available and accessible to assist with and reduce the number of out-of-home placements and reduce the substitute care budget. The CLTS program will have the capacity to serve 400 children by the end of 2018.

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Robert D. Spoden, Sheriff
INITIATED BY



Diane Michaelis
DRAFTED BY

Public Safety and Justice Committee
SUBMITTED BY

September 25, 2017
DATE DRAFTED

**Amending the Sheriff's 2017 Budget to
Use Equitably Shared Funds for Canine Purchase**

- 1 WHEREAS, federal law authorizes the Attorney General to share federally forfeited property with
2 participating state and local law enforcement agencies through the Department of Justice Asset Forfeiture
3 Program; and,
4
5 WHEREAS, equitably shared funds are required to be used by law enforcement agencies for law
6 enforcement purposes only; and,
7
8 WHEREAS, the intent of the transfer is to enhance law enforcement, and it must increase, not supplant
9 the recipient's appropriated operating budget; and,
10
11 WHEREAS, for their participation in the program, the Sheriff's Office received funds in the amount of
12 \$10,000; and,
13
14 WHEREAS, the Sheriff's Office plans to use the funds to purchase a canine and the related training.
15
16 NOW, THEREFORE, BE IT RESOLVED by the Rock County Board of Supervisors duly assembled
17 this _____ day of _____, 2017 that the 2017 budget be amended as follows:
18
19

<u>Account/Description</u>	<u>Budget 09/01/17</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
Source of Funds			
21-2195-0000-46000 Contributions	\$20,000.00	\$10,000.00	\$30,000.00
Use of Funds			
21-2195-0000-64200 Training Expense	\$3,000.00	\$4,000.00	\$7,000.00
21-2195-0000-67161 Capital Assets \$5,000/More	\$0.00	\$6,000.00	\$6,000.00

Respectfully submitted,

PUBLIC SAFETY AND JUSTICE COMMITTEE

FINANCE COMMITTEE ENDORSEMENT

Reviewed and approved on a vote of

Mary Beaver
Mary Beaver, Chair

Henry Brill
Henry Brill

Mary Mawhinney, Chair

Terry Fell
Terry Fell

Brian Knudson
Brian Knudson

Phil Owens
Phil Owens

17-10A-364

Amending the Sheriff's 2017 Budget to Use Equitably Shared Funds for Canine Purchase
Page 2

FISCAL NOTE:

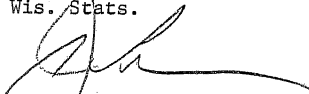
This resolution authorizes a transfer in from the Sheriff's FBI Forfeiture account, A/C 00-0000-0070-29637, which has a current balance of \$190,099.



Sherry Oja
Finance Director

LEGAL NOTE:

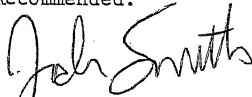
As an amendment to the adopted 2017 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to sec. 65.90(5)(a), Wis. Stats.



Jodi Timmerman
Interim Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith
County Administrator

Executive Summary
Amending the Sheriff's 2017 Budget to
Use Equitably Shared Funds for Canine Purchase

The Department of Justice Asset Forfeiture Program is a nationwide law enforcement initiative that removes the tools of crime from criminal organizations and deprives wrongdoers of the proceeds of their crimes. Federal law authorizes the Attorney General to share federally forfeited property with participating state and local law enforcement agencies.

Equitably shared funds (ESF) are required to be used by law enforcement agencies for law enforcement purposes only. The intent of the transfer is to enhance law enforcement. It must increase, not supplant the recipient's appropriated operating budget.

For their participation in the program, the Sheriff's Office received funds in the amount of \$10,000. The Sheriff's Office plans to use the funds to purchase a canine and the related training.

The total cost of the canine, the training, and the officer room and board is \$13,000. A portion of the training will be funded with contributions via the Law Enforcement Services (LES) Sundry account.

LES Sundry	\$3,000	for training
ESF Training	\$4,000	for training and room/board
ESF Capital Assets	<u>\$6,000</u>	for canine
 Total	 \$13,000	

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Kathren Sukus
INITIATED BY



Kathren Sukus, Director
DRAFTED BY

Public Safety and Justice
SUBMITTED BY

September 12, 2017
DATE DRAFTED

AUTHORIZATION FOR PURCHASE/INSTALLATION OF FIRE & EMS PAGING SYSTEM

- 1 WHEREAS, the 911 Communications Center is responsible for the continuous operation of the public
- 2 safety radio communications system in Rock County; and,
- 3
- 4 WHEREAS, Rock County utilizes a simulcast paging system to alert all Rock County Fire and
- 5 Emergency Medical Services personnel of the need to respond to calls for service; and,
- 6
- 7 WHEREAS, the current paging system was installed in 1999 and the equipment is no longer supported
- 8 by the manufacturer and is in need of replacement; and,
- 9
- 10 WHEREAS, General Communications, Inc. of Madison, Wisconsin is the maintenance provider for the
- 11 Rock County public safety radio system and dispatch radio consoles; and,
- 12
- 13 WHEREAS, the total cost for FCC licensing, equipment, programming, and installation of the
- 14 equipment is \$332,737.45; and,
- 15
- 16 WHEREAS, this project was budgeted and funding is available.
- 17
- 18 NOW, THEREFORE, BE IT RESOLVED by the Rock County Board of Supervisors duly assembled
- 19 this _____ day of _____, 2017 that a contract be awarded to General Communications,
- 20 Inc. of Madison, Wisconsin, in the amount of \$332,737.45 to coordinate and implement this project.

Respectfully submitted,

PUBLIC SAFETY AND JUSTICE COMMITTEE

Mary Beaver
Mary Beaver, Chair

Henry Brill
Henry Brill, Vice Chair

Terry Fell
Terry Fell

Brian Knudson
Brian Knudson

Phillip Owens
Phillip Owens

FISCAL NOTE:

Funding was included in the 2017 budget for this project. This project is being funded by sales tax revenue.

Sherry Oja

Sherry Oja
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats. General Communications, Inc., is the sole source provider of Tait-Harris and Minishara radio.

Jodi Timmerman

Jodi Timmerman
Interim Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

Josh Smith

Josh Smith
County Administrator

17-10A-365

EXECUTIVE SUMMARY

The Communications Center is solely responsible for the infrastructure, operation, and maintenance of the public safety radio system in Rock County. The fire and EMS paging system is the primary system used to notify fire and EMS personnel of calls for service in their area.

The current simulcast paging system is 18 years old and the equipment has not supported by the manufacturer (Glenayre) for quite some time and refurbished replacement parts are becoming increasingly difficult to locate. The new paging system (Tait-Harris) will be housed on the communication center's radio network and will have an automatic radio frequency backup link in case of network failure. The new paging system will improve the audio quality for responders due to the maintenance provider's (General Communications) ability to more precisely program the system due to the network capabilities.

General Communications is the current radio system and radio console maintenance provider for the Communications Center and are the only certified technicians for Tait-Harris and Mindshare radio equipment in our area. A majority of the necessary equipment and labor for this project has been priced off the State of Wisconsin and NASPO contract when available.



August 28, 2017

Rock County Communications
3636 N County Highway F
Janesville, WI 53545

RE: Simulcast Paging Quote

The following is our quote to install a 6-site simulcast paging system to replace the old and unsupported paging system. A 900MHz RF link will also be installed for a backup to the county's microwave system. Pricing is based off the NASPO and State of Wisconsin contracts where available. Hyperlinks are provided to each contract.

Qty	Description	NASPO Part #	Contract	Contract #	Vendor	NASPO Price	Ext NASPO
1	Harris/Tait TB9400 Rptr Cnv 148-174M 100W	TB9435-B3M0-0000-A4BC	NASPO	06913	Tait-Harris	\$14,113.50	\$14,113.50
5	Harris/Tait TB9400 Rptr Cnv 148-174M 100W	TB9435-B3M0-0000-A4BD	NASPO	06913	Tait-Harris	\$10,959.75	\$54,798.75
1	Harris/Tait Conventional Console Interface	TN91100010A400	NASPO	06913	Tait-Harris	\$5,829.75	\$5,829.75
1	Harris/Tait TB9100 Software License Installer	TBAKEY01	NASPO	06913	Tait-Harris	\$264.00	\$264.00
4	Harris/Tait Digital Fixed Station Interface	TBAS060	NASPO	06913	Tait-Harris	\$405.75	\$1,623.00
1	DFSII Server	750M-P25-200 MS-CARGS	State of WI	13-5458	CSS	\$17,760.00	\$17,760.00
6	Filter, Dual,148-174MHz	7629	NASPO	06913	Harris	\$585.00	\$3,510.00
6	TIME & FREQ SYNCH SYSTEM, 10MHZ	CI-GPS-20-REF	NASPO	06913	Daniels	\$6,774.11	\$40,644.67
6	ANTENNA, GPS OUTDOOR, W/MNT HDWR	CI-GPS-22-ANT	NASPO	06913	Daniels	\$454.70	\$2,728.18
6	SURGE PROTECTOR ANTENNA, W/MTG	CI-GPS-22-SURGE	NASPO	06913	Daniels	\$463.98	\$2,783.90
6	GPS Antenna Mast	Model 8235	None	N/A	Spectracom	\$22.50	\$135.00
6	GPS Power Cord, AC	CA06R-1513-0001	None	N/A	Spectracom	\$0.00	\$0.00
420	Low Loss Coax Cable	LMR400	None	N/A	Hutton	\$1.35	\$567.00
24	Coax Connectors, N-Male	RFN-1006-3I	None	N/A	Hutton	\$6.75	\$162.00
1	Kenwood VHF Repeater, 50 Watt	TKR-750K	NASPO		Kenwood	\$1,090.60	\$1,090.60
1	Power Supply, 18 Amp	LP-18	None	N/A	Hutton	\$130.00	\$130.00
1	Tone Termination Panel, 2 Channel	TTP2(N)	None	N/A	CPI	\$324.00	\$324.00
1	Single Line Radio Card with Enclosure	750M-100-001	State of WI	13-5458	CSS	\$1,252.80	\$1,252.80
14	900MHz Link Radio - Tornado	LRU-T-QAM64/240kbps	None	N/A	MiMOMax	\$4,117.50	\$57,645.00
14	Tornado DC Connector & Lead	PS-T	None	N/A	MiMOMax	\$16.20	\$226.80
14	900MHz Panel 900MHz Panel (16dBi)	BQD	None	N/A	MiMOMax	\$1,026.00	\$14,364.00
14	1U 19" Fanless Radio Mount	RM-1U	None	N/A	MiMOMax	\$81.00	\$1,134.00
14	Remote End CCMS & Over Air Prog	OTAC/OTAP	None	N/A	MiMOMax	\$540.00	\$7,560.00
14	Tornado Data Acceleration	M-DAP	None	N/A	MiMOMax	\$517.50	\$7,245.00
14	Tornado Network & Firewall Security	M-SEC	None	N/A	MiMOMax	\$207.00	\$2,898.00
2	Link Radio Configuration	Services	None	N/A	MiMOMax	\$765.00	\$1,530.00
5	System Design / Path / Coverage Planning	Services	None	N/A	MiMOMax	\$1,035.00	\$5,175.00

Madison Office
2880 Commerce Park Drive
Madison, WI 53719
Local: (608)271-4848
Fax: (608)661-2935

Milwaukee Office
N57 W13466 Reichert Avenue
Menomonee Falls, WI 53051
Local: (262)439-2000
Fax: (262)439-2009

www.gencomm.com

Eau Claire Office
3407 E Hamilton Avenue
Eau Claire, WI 54701
Local: (715)225-7604
Fax: (608)661-2935



1	1-Year System Support & Warranty	Support	None	N/A	MiMOMax	\$5,913.00	\$5,913.00
7	FCC Coordination and License for 900MHz	FCC	None	N/A	FCC	\$1,500.00	\$10,500.00
2000'	1/2" Non-Plenum Cable	LCF12-50J	NASPO	<u>06913</u>	Harris	\$2.70	\$5,400.00
7	Connector, N Male, 1/2in Coax	CN-015463-001	NASPO	<u>06913</u>	Harris	\$36.00	\$252.00
7	Connector, N Female, 1/2in Coax	CN-015464-001	NASPO	<u>06913</u>	Harris	\$40.50	\$283.50
28	Kit, Grounding For 1/2in Coaxial	KT-018357-002	NASPO	<u>06913</u>	Harris	\$27.00	\$756.00
14	Filter, Lightning, 125-1000MHz	7239	NASPO	<u>06913</u>	Harris	\$90.00	\$1,260.00
14	Kit, Hoisting Grip, 1/2 in Cable	KT-014874-001	NASPO	<u>06913</u>	Harris	\$27.00	\$378.00
1	Antenna Installation by sub-contractor labor	Sub Labor	None	N/A	N/A	\$15,000.00	\$15,000.00
40	Equipment configuration and system design	Labor	NASPO	<u>06913</u>	Harris	\$187.50	\$75,000.00
260	Equipment Installation	Labor	NASPO	<u>06913</u>	Harris	\$150.00	\$39,000.00
						NASPO Total:	\$332,737.45

If you have any questions please email rwestgard@gencomm.com or call 608-310-7127.

Sincerely,

Rich Westgard

Rich Westgard
Service Manager

Madison Office
2880 Commerce Park Drive
Madison, WI 53719
Local: (608)271-4848
Fax: (608)661-2935

Milwaukee Office
N57 W13466 Reichert Avenue
Menomonee Falls, WI 53051
Local: (262)439-2000
Fax: (262)439-2009
www.gencomm.com

Eau Claire Office
3407 E Hamilton Avenue
Eau Claire, WI 54701
Local: (715)225-7604
Fax: (608)661-2935

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

FINANCE COMMITTEE
INITIATED BY



JODI TIMMERMAN
DRAFTED BY

FINANCE COMMITTEE
SUBMITTED BY

SEPTEMBER 11, 2017
DATE DRAFTED

AUTHORIZING AGREEMENT WITH CITY OF EDGERTON FOR THE ACQUISITION AND SALE OF TAX DELINQUENT PROPERTY LOCATED AT 322 SPENCER STREET IN THE CITY OF EDGERTON, IN ACCORDANCE WITH SECTION 75.365 OF THE WISCONSIN STATUTES

1 WHEREAS, sec. 75.365 of the Wisconsin Statutes provides that counties may enter into
2 agreements with any local municipality for the purpose, among other things, of limiting the liability of the
3 County in taking tax title to lands or otherwise acting pursuant to such agreement; and
4

5 WHEREAS, the above-described property is believed to be contaminated with hazardous
6 substances, as defined in section 292.01(5), Wis. Stats. (however, at this time no evidence of discharge
7 has been discovered); and
8

9 WHEREAS, the property taxes on this parcel are delinquent and Rock County has initiated tax
10 lien foreclosure proceedings against this parcel; and
11

12 WHEREAS, the City of Edgerton and Rock County have reached an agreement whereby the
13 County shall obtain title to the property and convey the same to the City of Edgerton for \$3,719.69; and
14

15 WHEREAS, as further consideration for said property, the City of Edgerton agrees to cancel all
16 outstanding charges for special assessments and to indemnify, hold harmless, and defend Rock County
17 from any and all liability including claims, legal expenses and costs of every kind related to the taking of
18 tax title to the property and the sale of the property to the City of Edgerton;
19

20 NOW, THEREFORE, IT IS HEREBY RESOLVED by the Rock County Board of Supervisors
21 duly assembled this ____ day of _____, 2017, that the County Board Chair and County Clerk are
22 hereby authorized to enter into the attached Agreement with the City of Edgerton for the acquisition and
23 sale of the property located in the City of Edgerton and described as 322 Spencer Street, Edgerton,
24 Wisconsin, (Rock County Tax ID Number 221 213008), more particularly described as,
25

26 ASSESSORS PLAT PT NW ¼ SE ½ OF PT NW ¼ OUTLOT 261 COM
27 150' FROM CEN CRK IN N LN NEWVILLE RD, IN DIRECT LN TO
28 WLY END CEMENT PIER ON ELY SD SD CRK TO PT IN CENT SD
29 CRK, TH UP CRK TO C STRICKER LD, ALG SD STRICKER E LN
30 TO RR, SLY TO RD ALG N LN RD TO POB

17-10A-366

Respectfully submitted:

FINANCE COMMITTEE

Mary Mawhinney, Chair

Sandra Kraft, Vice Chair

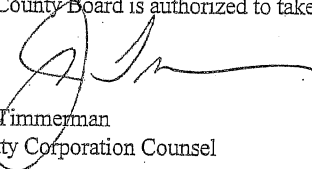
Mary Beaver

Brent Fox

J. Russell Podzilni

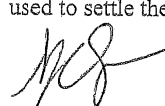
LEGAL NOTE:

The County Board is authorized to take this action by Wisconsin Statutes Section 75.365.


Jodi Timmerman
Deputy Corporation Counsel

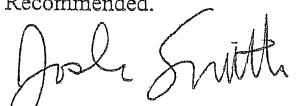
FISCAL NOTE:

This resolution authorizes the sale of a foreclosed property to the City of Edgerton. Proceeds will be used to settle the delinquent taxes.


Sherry Oja
Finance Director

ADMINISTRATIVE NOTE:

Recommended.


Josh Smith
County Administrator

AGREEMENT

REGARDING THE PURCHASE OF THE PROPERTY LOCATED AT:

322 Spencer Street, Edgerton, Wisconsin
(Rock County Tax Parcel No. 221 213008)

THIS AGREEMENT is made between the County of Rock, a political subdivision of the State of Wisconsin, with its principal place of business at 51 S. Main Street, Janesville, Wisconsin 53545 (hereinafter "County") and the City of Edgerton, a municipal corporation with its principal place of business at 12 Albion Street, Edgerton, Wisconsin 53534 (hereinafter "City").

1. The following described property (hereinafter "Property"), is currently subject to foreclosure by the County for unpaid taxes, plus applicable interest and penalties: 322 Spencer Street, Edgerton, Wisconsin (Rock County Tax Parcel No. 221 213008). The legal description for this property is:

ASSESSORS PLAT PT NW ¼ SE ½ OF PT NW ¼ OUTLOT 261 COM 150'
FROM CEN CRK IN N LN NEWVILLE RD, IN DIRECT LN TO WLY END
CEMENT PIER ON ELY SD SD CRK TO PT IN CENT SD CRK, TH UP CRK
TO C STRICKER LD, ALG SD STRICKER E LN TO RR, SLY TO RD ALG N
LN RD TO POB

The County has initiated action with regard to this property in order to obtain judgment vesting title to the property to the County, pursuant to Wis. Stat. §75.521(8).

2. The City and the County are advised that the Property may be contaminated with hazardous substances, as defined in section 292.01(5), Wis. Stats, however no evidence of discharge, as defined by section 292.01(3), Wis. Stats., has been discovered as of the date of this Agreement. The County has the right to judgment, vesting title to the property to the County, pursuant to Wis. Stat. §75.521(8). In the past, the County has stayed proceedings with regard to

contaminated properties in accordance with its policies at avoiding any possible liabilities which may be imposed on parties having an ownership interest in contaminated properties.

3. The City would like to acquire the property from the County pursuant to the applicable provisions of section 75.365, Wis. Stats., and has requested that the County acquire title to the property for the purpose of selling it to the City.

THEREFORE, the City and County agree as follows:

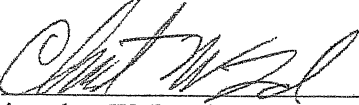
1. Upon final disposition of the foreclosure process, the County will sell the Property to the City for a total sum of \$3,719.69, which amount reflects the payments made by the County to the City in settlement of the City's local share of delinquent property taxes owed for the years, 2007 to 2017, inclusive, plus costs associated with the current court proceedings.

2. The City agrees to cancel all outstanding charges for special assessments, and to indemnify, hold harmless, and defend the County from any and all liability including claims, awards, damages, demands, settlement costs, legal expenses and costs of any and every kind related to the taking of tax title to the property and the sale of the property to the City, pursuant to this Agreement.

3. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein, and no Agreements or promises shall be recognized which are not embodied in this Agreement.

CITY OF EDGERTON

ROCK COUNTY


By: 
Christopher W. Lund
Mayor

By: _____
J. Russell Podzilni
Rock County Board Chair

Dated: 09/18, 2017

Dated: _____, 2017

Attest:

By: 

Ramona Flangian
City Administrator

Dated: Sept 18, 2017

Attest:

By: _____
Lisa Tollefson
Rock, County Clerk

Dated: _____, 2017

CITY OF EDGERTON
RESOLUTION 20-17

APPROVING THE AGREEMENT REGARDING THE PURCHASE OF THE
PROPERTY LOCATED AT 322 SPENCER STREET, EDGERTON, WISCONSIN

WHEREAS, the property identified as 322 Spencer Street (Tax number 221 213008,
Parcel No. 6-26-1175) is subject to foreclosure by Rock County for unpaid taxes; and

WHEREAS, Rock County has commenced an action to foreclose the tax liens affecting
the property and has the right to judgment vesting title to the property; and

WHEREAS, the City would like to acquire the property from Rock County pursuant to
the applicable provisions of section 75.365, Wis. Stats., and has requested the County to acquire
title to the property for the purpose of selling it to the City;

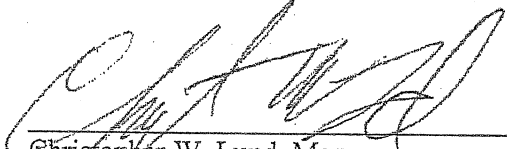
NOW THEREFORE BE IT RESOLVED that the Common Council of the City of
Edgerton, Rock and Dane Counties, Wisconsin, does hereby approve the attached "Agreement
Regarding the Purchase of the Property Located at 322 Spencer Street, Edgerton, Wisconsin" as
drafted in its entirety.

Motion by: Mark Wellnitz

Seconded by: Candy Davis

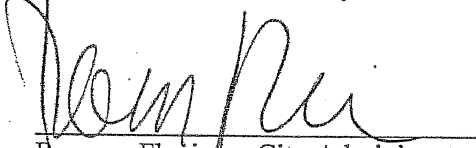
Roll Call: Yeas: 5 Noes: 0

Dated: September 18, 2017



Christopher W. Lund, Mayor

ATTEST



Ramona Flanigan, City Administrator

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Finance Committee
INITIATED BY



Jodi Millis, Purchasing Manager
DRAFTED BY

Finance Committee
SUBMITTED BY

September 20, 2017
DATE DRAFTED

Awarding Contract for Color Copier in Central Services

- 1 WHEREAS, the lease for the current copier in Central Services will expire on November 20, 2017; and,
- 2
- 3 WHEREAS, currently the County sends out color printing jobs that cannot be printed in Central
- 4 Services; and,
- 5
- 6 WHEREAS, having a color copier in Central Services to serve all County Departments will be a cost
- 7 savings to the County over having to send work out to be completed; and,
- 8
- 9 WHEREAS, Rock County is a member of the National Joint Powers Alliance (NJPA) and can utilize the
- 10 Sharp Electronics Contract #083116-SEC through Rhyme Business Products and lease a color copier for
- 11 less than the current black and white copier.
- 12
- 13 NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled
- 14 this _____ day of _____, 2017, does hereby approve entering into a contract for a five year
- 15 lease totaling \$50,640, plus a per copy maintenance agreement, with Rhyme Business Products of
- 16 Janesville, WI for a color copier for Central Services.

17-10A-367

Respectfully Submitted,

FINANCE COMMITTEE

Mary Mawhinney, Chair

Sandra Kraft, Vice Chair

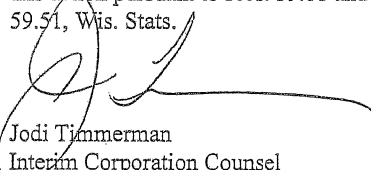
Mary Beaver

Brent Fox

J. Russell Podzilni

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01 and 59.51, Wis. Stats.


Jodi Timmerman
Interim Corporation Counsel

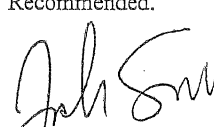
FISCAL NOTE

Funds will need to be included in future budgets for the cost of the lease.


Sherry Oja
Finance Director

ADMINISTRATIVE NOTE:

Recommended.


Josh Smith
County Administrator

EXECUTIVE SUMMARY

LEASE OF COLOR COPIER FOR CENTRAL SERVICES

The lease for the current copier in Central Services will expire on November 20, 2017. The lease cost for the current black and white copier is \$939.72 per month. The lease for the new color copier is \$844.00 per month. Additionally, the cost per copy will be the same at \$0.0038 per copy for black and white printing and the per copy cost for color copies will be \$0.039.

Over the past five years, Rock County has spent an average of \$11,550 per year on color copies sent outside to be printed. Therefore, Purchasing staff did an analysis of the cost to send color print jobs outside versus leasing a color copier and doing that work in-house and found it to be more cost effective and more efficient to have that work done in Central Services.

Rock County is a member of the National Joint Powers Alliance (NJPA) and can utilize the Sharp Electronics Contract #083116-SEC through Rhyme Business Products to lease the color copier. Rhyme would then service the copier through a cost-per-copy maintenance agreement. This agreement would cover all costs associated with repairs and supplies with the exception of paper.

RESOLUTION NO. 17-10A-368

AGENDA NO. 12.C.

RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS

Lisa Tollefson
INITIATED BY



Lisa Tollefson
DRAFTED BY

Finance Committee
SUBMITTED BY

September 27, 2017
DATE DRAFTED

TO DESIGNATE A QUALIFIED NEWSPAPER FOR ALL ROCK COUNTY LEGAL PUBLICATIONS FOR 2018

- 1 **WHEREAS**, per Wisconsin Statute sec. 985.03(1)(a), the Rock County Board may designate a qualified
- 2 newspaper as certified by the Department of Administration having a general circulation in the county as
- 3 its official newspaper; and,
- 4
- 5 **WHEREAS**, the Rock County Board of Supervisors designated one official newspaper for all legal
- 6 publications beginning in 2003 in accordance with County policy stating that legal publications are to
- 7 be published in the *Beloit Daily News* in odd years and *Janesville Gazette* in even years, alternating
- 8 publishing years between the two newspapers; and,
- 9
- 10 **WHEREAS**, Rock County's budgeted expense for legal notices is reduced with the designation of an
- 11 official county newspaper.
- 12
- 13 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly
- 14 assembled this ____ day of _____, 2017, does hereby designate the *Janesville Gazette* as the official
- 15 county newspaper for all county legal publications for 2018.

Respectfully submitted,

FINANCE COMMITTEE

Mary Mawhinney, Chair

Sandra Kraft, Vice Chair

J. Russell Podzilni

Mary Beaver

Brent Fox

FISCAL NOTE:

This resolution designates the *Janesville Gazette* as the County's official newspaper for 2018. Designating one newspaper results in publication cost savings.

Sherry Oja
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to sec. 985.05(1), Wis. Stat.

Jodi Timmerman
Interim Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

Josh Smith
County Administrator

17-10A-368

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Land Conservation Committee
Public Works Committee
INITIATED BY



Thomas Sweeney/Lori Williams
DRAFTED BY

Land Conservation Committee
Public Works Committee
SUBMITTED BY

September 22, 2017
DATE DRAFTED

**DETERMINING ALLOCATION OF AMERICAN TRANSMISSION COMPANY
ENVIRONMENTAL IMPACT FEES TO BE RECEIVED IN 2018**

- 1 **WHEREAS**, In 2018, the County will receive American Transmission Company (ATC) environmental
2 impact fees for the construction of a new high voltage transmission line originating at the newly
3 constructed Alliant Energy Power Plant, located on B-R Townline Road, and terminating at the Paddock-
4 Rockdale high voltage transmission line in western Rock County; and,
5
- 6 **WHEREAS**, the estimated environmental impact fees for this new high voltage transmission line is
7 estimated to be between \$796,960 and \$830,560, with the actual fees to be determined by the
8 transmission line route chosen; and,
9
- 10 **WHEREAS**, environmental impact fees collected under § 196.491(3)(gm), Wis. Stats. requires the
11 receivers of aforesaid funds to utilize them for park, conservancy, wetlands, or other similar
12 environmental programs, or seek a waiver from the Public Service Commission for other purposes in the
13 public interest, per Administrative Code 16.969; and,
14
- 15 **WHEREAS**, in 2009, the County Board voted and approved the 2008 environmental impact fees from
16 the construction of the ATC Paddock-Rockdale high voltage transmission line, in the sum of \$1,811,976,
17 be placed in a segregated account and reserved for use as a Parks and Land Conservation Fund; and,
18
- 19 **WHEREAS**, the Land Conservation Committee and the Public Works Committee recommends that the
20 proceeds for the 2018 environmental impact fees be split equally between the Land Conservation
21 Department and the Public Works Department-Parks Division as in accordance with the action taken by
22 County Board in 2009.
23
- 24 **NOW, THEREFORE, BE IT RESOLVED** by the Rock County Board of Supervisors in session this
25 ____ day of _____, 2017, approves the environmental impact fees received from ATC in
26 2018 be deposited in the existing Special Revenue Account on the County's Balance Sheet and further
27 segregates the funds as follows:
28
- 29 50% be allocated for Land Conservation projects.
 - 30
 - 31 50% be allocated for Parks projects.
 - 32
- 33 **BE IT FURTHER RESOLVED**, the allocation for Land Conservation projects be further segregated in
34 the balance sheet account to assure that the Groundwater Nitrate Initiative Project has funding available to
35 commence activities, in the sum of \$120,000, with the remainder of the funding earmarked for the PACE
36 and Clean Sweep programs.
37
- 38 **BE IT FURTHER RESOLVED**, the allocation for Parks Division projects be earmarked to fund
39 various capital improvement projects and land acquisition.

17-10A-369

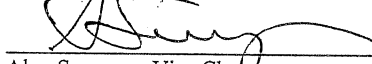
DETERMINING ALLOCATION OF AMERICAN TRANSMISSION COMPANY ENVIRONMENTAL IMPACT FEES TO BE RECEIVED IN 2018

Page 2

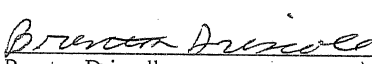
Respectfully submitted:


LAND CONSERVATION COMMITTEE



Richard Ebsworth, Chair


Alan Sweeney, Vice Chair

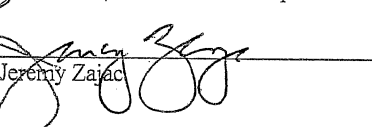

Stephanie Aegerter


Brenton Driscoll


Wes Davis


Kara Hawes


James Quade, USDA-FSA Representative


Jeremy Zajac

PUBLIC WORKS COMMITTEE

Betty Jo Bussie, Chair

Brent Fox, Vice Chair

Eva Arnold

Brenton Driscoll

Rick Richards

PARKS ADVISORY COMMITTEE

Tom Presny

Floyd Finney

Dean Paynter


FISCAL NOTE:

This resolution sets the general use of the 2018 ATC Fees, 50% to be used for Land Conservation projects and 50% to be used for Parks projects.


Sherry Oja
Finance Director


LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.51, Wis. Stats. Action to apportion funds requires only a majority vote. When funds are needed for specific projects, a separate resolution and budget amendment will be necessary requiring a 2/3 vote of the County Board.


Jodi Timmerman
Interim Corporation Counsel

ADMINISTRATIVE NOTE:

These funds would not be available until the PSC selects a route and ATC breaks ground, which is expected to be in Spring 2018.


Josh Smith
County Administrator

EXECUTIVE SUMMARY

The County will receive environmental impact fees for the construction of a high voltage transmission line to be constructed by the American Transmission Company (ATC). This transmission line will commence at the newly constructed Alliant Energy power plant and terminate in western Rock County at the existing high voltage transmission line. Per State Statute, the fees collected as environmental impact fees must be used to support environmental and/or park projects, any deviation from these activities must be approved via a waiver by the Public Service Commission. Two line routes have been submitted to the Public Service Commission for consideration. The anticipated impact fees are estimated to be between \$796,960 and \$830,560, with ATC's preferred route impact fees estimated at \$796,960.

In 2008, ATC began construction of a high voltage transmission line project in the western part of the County. As a result the County received \$1,811,976 in environmental fees. After much debate, the County Board elected to split the fees collected equally between the Land Conservation Department and the Public Works Department - Parks Division and deposit aforesaid fees into an interest bearing Special Revenue Account on the County's Balance Sheet. Any project(s) funded with these funds required County Board Approval.

With the precedent from the County Board's 2008 decision, the Land Conservation Committee and the Public Works Committee respectfully request that the 2018 ATC Environmental Impact Fees be divided equally between the Land Conservation Department and the Public Works Department - Parks Division and deposited into the existing Special Revenue Account on the County's Balance Sheet.

The Land Conservation Committee requests the Land Conservation Department allocation be further segregated to assure that funding is available for the Groundwater Nitrate Initiative. The Land Conservation Committee recommends that \$120,000 be segregated to fund the Groundwater Nitrate Initiative. The remainder of the funds segregated to the Land Conservation Department will be used to fund ongoing projects; Clean Sweep and PACE.

The Public Works Committee requests the Parks Division allocation be used for various capital improvement projects and land acquisitions.

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Public Works Committee
Initiated by



Lori Williams, Parks Director
Drafted by

Public Works Committee
& Parks Advisory Committee
Submitted by

September 27, 2017
Date Drafted

ACCEPTANCE OF ROCK COUNTY 2017-2018 SNOWMOBILE DNR GRANT S-5062

- 1 **WHEREAS**, the Rock County Board of Supervisors Resolution #81-6A-038, on the 11th day of
- 2 June, 1981, adopted the Rock County Snowmobile Plan; and,
- 3
- 4 **WHEREAS**, the Rock County Preliminary Application for 100% funding was approved by the
- 5 Wisconsin Department of Natural Resources in the total amount of \$67,920 to provide 226.4
- 6 miles of Rock County Trails; and,
- 7
- 8 **WHEREAS**, upon completion by signature of Recreation Aids Grant Agreements, Rock County
- 9 will qualify for 100% funding for acquisition of trail easements, bridge development, insurance
- 10 and maintenance of the trail, payable as follows: 50% in advance and 50% upon inspection and
- 11 approval for development; and,
- 12
- 13 **WHEREAS**, the Rock County Snowmobile trail provides a needed winter recreational facility
- 14 in Rock County.
- 15
- 16 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors on
- 17 this _____ day of _____, 2017, hereby accepts the 2017-2018 Rock County
- 18 Snowmobile Grant.
- 19
- 20 **BE IT FURTHER RESOLVED**, that the Parks Director is hereby authorized and directed to
- 21 sign the grant agreement and that this document be submitted to the Wisconsin Department of
- 22 Natural Resources.
- 23
- 24 **BE IT FURTHER RESOLVED**, that the Parks Director be named the Snowmobile Trail
- 25 Coordinator and act as authorized official to file all necessary documents for administration
- 26 and reimbursement of this program, with the Rock County Alliance of Snowmobile Clubs
- 27 named as subcontractor to carry out the work of the program (signing, grooming, and general
- 28 trail maintenance). The Rock County Alliance of Snowmobile Clubs is a 501(c)(3) federal
- 29 charitable organization. They are in partnership with Rock County to carry out this
- 30 recreational program in Rock County.

17-10A-370

Respectfully submitted,

PUBLIC WORKS COMMITTEE

Betty Jo Bussie, Chair

Brenton Driscoll

Brent Fox, Vice Chair

Rick Richards

Eva M. Arnold

ACCEPTANCE OF ROCK COUNTY 2017-2018 SNOWMOBILE DNR GRANT S-5062

Page 2

PARKS ADVISORY COMMITTEE

Tom Presny

Floyd Finney

Dean Paynter

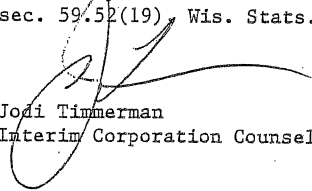
FISCAL NOTE:

\$67,920 is included in the Parks' 2018 budget request for the 2017-2018 Snowmobile Grant Program.


Sherry Oja
Finance Director

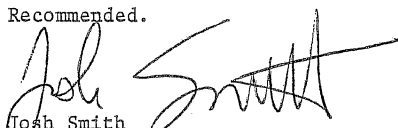
LEGAL NOTE:

The County Board is authorized to accept grant funds pursuant to sec. 59.52(19), Wis. Stats.


Jodi Timmerman
Interim Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.


Josh Smith
County Administrator

EXECUTIVE SUMMARY
FOR
ACCEPTANCE OF 2017-2018 ROCK COUNTY SNOWMOBILE FUNDING
DNR GRANT S-5062

This resolution provides final authorization to accept funding for the winter 2017-2018 Rock County Snowmobile Trail Program.

Our pre-application has been reviewed and the grant we are accepting is:

S-5062	Trail Maintenance 226.4 miles @ \$300	\$67,920
	Lease Acquisition (now part of Maintenance @ \$300/mile)	\$0
	Insurance (none)	\$0
	Grant Total	\$67,920

The Rock County Public Works Committee and the Parks Advisory Committee will subcontract this work to the Rock County Alliance of Snowmobile Clubs and they will provide most of the actual labor and machinery to do this work. The Rock County Alliance of Snowmobile Clubs is a partner with Rock County to bring this recreational opportunity to the citizens of Rock County. This group is a federal 501(3)(c) tax exempt and State of Wisconsin Chapter 181 charitable not for profit organization. Any clerical, bookkeeping or field work (including labor, materials, and machinery) by DPW Parks Division or Highway Division is 100% billed. Any time spent by the Parks Director to administer and inspect the work of this program is billed to the grant.

These funds are 100% provided by the payments snowmobilers have made through license and prorated fuel tax payments. Rock County receives a 50% advance payment check after the completed contract is signed, the balance due upon final close out of the grant.

RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS

SUPERVISOR PHILLIP OWENS
INITIATED BY



SUPERVISOR PHILLIP OWENS &
JEFFREY S. KUGLITSCH
DRAFTED BY

GENERAL SERVICES
COMMITTEE
SUBMITTED BY

JULY 12, 2017
DATE DRAFTED

REQUESTING STATE LAW CHANGE ALLOWING COUNTIES THE USE OF
THE DESIGN-BUILD CONSTRUCTION METHOD AND UPDATE THE
STATUTORY BIDDING REQUIREMENTS

1 **WHEREAS**, under Wisconsin Statutes § 59.52(29), counties are required to engage in a competitive
2 bidding process on public work construction projects greater than \$25,000 and provide a Class I notice on
3 any public work with a cost between \$5,000-\$25,000; and
4
5 **WHEREAS**, these statutory limits of \$5,000 and \$25,000 have been in place for decades and need to
6 be updated; and
7
8 **WHEREAS**, the State of Wisconsin has recognized the advantages of the Design-Build Method and
9 authorizes that process to be followed for state-controlled building projects and certain other entities; and
10
11 **WHEREAS**, at the current time, Wisconsin counties are not authorized to use the Design-Build
12 Method for construction projects; and
13
14 **WHEREAS**, under the Design-Build Construction Method, counties would contract with a single
15 entity to provide both the design and the construction of a public work project as opposed to having bid
16 those projects separately; and
17
18 **WHEREAS**, in addition to a single source of responsibility, other advantages of Design-Build
19 include enhanced creativity, guaranteed costs, faster project completion, improved risk management,
20 fewer change orders and less administrative burden.
21
22 **NOW, THEREFORE, BE IT RESOLVED** by the Rock County Board of Supervisors duly
23 assembled this _____ day of _____ 2017 does hereby request that the Rock County Legislators introduce
24 and support legislation authorizing counties to utilize the Design-Build option.
25
26 **BE IT FURTHER RESOLVED** that the legislature take action to update the antiquated project limit
27 in Sec. 59.52(29), Stats., (from \$25,000 to \$250,000) and the requirement of a Class I notice be raised for
28 any public work to a cost in excess of \$50,000.
29
30 **BE IT FURTHER RESOLVED** that the County Clerk is authorized to send copies of this resolution
31 to the Rock County Legislative Delegation and the Wisconsin Counties Association to elicit support for
32 this requested change in state law.

17-9A-351

Respectfully submitted:

GENERAL SERVICES COMMITTEE

Henry Brill
Henry Brill, Chair

Jason Heidenreich
Jason Heidenreich, Vice Chair

David Homan
David Homan

Absent
Bob Yeomans

Jeremy Zajac
Jeremy Zajac

REQUESTING STATE LAW CHANGE ALLOWING COUNTIES THE USE OF THE DESIGN-BUILD CONSTRUCTION METHOD AND UPDATE THE STATUTORY BIDDING REQUIREMENTS

Page 2

FISCAL NOTE:

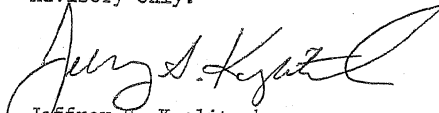
This resolution requests State legislation changes that could potentially save the County time, effort and funds for future construction projects.



Sherry Oja
Finance Director

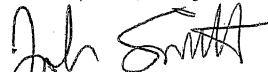
LEGAL NOTE:

Advisory only.


Jeffrey S. Kuglitsch
Corporation Counsel

ADMINISTRATIVE NOTE:

Matter of policy.


Josh Smith
County Administrator

COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni, Chair

Sandra Kraft, Vice Chair

Eva Arnold

Henry Brill

Betty Jo Bussie

Mary Mawhinney

Louis Peer

Alan Sweeney

Terry Thomas

EXECUTIVE SUMMARY

Under § 59.52(29), Wis. Stats., county construction contracts that exceed \$25,000 must be awarded to the lowest responsible bidder using the competitive bidding process. In addition, if the estimated public work is between \$5,000 and \$25,000, the County must give a Class I notice before it contracts for such work. These dollar limits have been in place for decades and are unrealistic and need to be updated to a more current number.

Under the current practice, an architect first designs the construction project, construction designs are then let for bid and contractors submit bids to construct the project based on those design plans. There are inherent disadvantages to a competitive bidding process. Most notably are the lengthy processes and the incentive to low-ball the bid and make up the difference through change orders. Though change orders are a normal condition of any construction project, currently they have become an income generating tool. The time and effort required in negotiating change orders is significant and increases the overall cost of the project.

Another problem is performance quality. If the project is completed and has been done in either a substandard method or with substandard materials in order to meet the low ball bid, the overall project suffers and actual cost is then again increased. We need to have contractors that are willing to prepare fair and accurate proposals for the work and live up to those terms. This also includes the architects and those associated with the preparation and completion of any given project. Design Build concepts allow for that process to happen.

Many of the projects involved in these situations represent millions of dollars and have long-term effects upon counties in the term of operation and maintenance of facilities. This in turn is reflected in taxation of residents and the ability for the county to provide necessary services. We need to have a more affective process in establishing and choosing the appropriate bid for these county projects. Allowing Design Build benefits not only the County, but also the taxpayers.

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Supervisor J. Russell Podzilni
INITIATED BY

Wisconsin Counties Assoc.
DRAFTED BY

County Board Staff Committee
SUBMITTED BY



October 6, 2017
DATE DRAFTED

AUTHORIZING ENGAGEMENT LETTER IN RELATION TO CLAIMS AGAINST OPIOID MANUFACTURERS

1 **WHEREAS**, Rock County (“County”) is concerned with the recent rapid rise in troubles
2 among County citizens, residents, and visitors in relation to problems arising out of the use,
3 abuse and overuse of opioid medications, which according to certain studies, impacts millions
4 of people across the country; and
5
6 **WHEREAS**, issues and concerns surrounding opioid use, abuse and overuse by citizens,
7 residents and visitors are not unique to County and are, in fact, issues and concerns shared by
8 all other counties in Wisconsin and, for that matter, states and counties across the country, as
9 has been well documented through various reports and publications, and is commonly referred
10 to as the Opioid Epidemic (“Opioid Epidemic”); and
11
12 **WHEREAS**, the societal costs associated with the Opioid Epidemic are staggering and,
13 according to the Centers for Disease Control and Prevention, amount to over \$75 billion
14 annually; and
15
16 **WHEREAS**, the National Institute for Health has identified the manufacturers of certain of
17 the opioid medications as being directly responsible for the rapid rise of the Opioid Epidemic
18 by virtue of their aggressive and, according to some, unlawful and unethical marketing
19 practices; and
20
21 **WHEREAS**, certain of the opioid manufacturers have faced civil and criminal liability for
22 their actions that relate directly to the rise of the Opioid Epidemic; and
23
24 **WHEREAS**, County has spent millions in unexpected and unbudgeted time and resources in
25 its programs and services related to the Opioid Epidemic; and
26
27 **WHEREAS**, County is responsible for a multitude of programs and services, all of which
28 require County to expend resources generated through state and federal aid, property tax levy,
29 fees and other permissible revenue sources; and
30
31 **WHEREAS**, County’s provision of programs and services becomes more and more difficult
32 every year because the costs associated with providing the Opioid Epidemic programs and
33 services continue to rise, yet County’s ability to generate revenue is limited by strict levy limit
34 caps and stagnant or declining state and federal aid to County; and
35
36 **WHEREAS**, all sums that County expends in addressing, combatting and otherwise dealing
37 with the Opioid Epidemic are sums that cannot be used for other critical programs and
38 services that County provides to County citizens, residents and visitors; and
39
40 **WHEREAS**, County has been informed that numerous counties and states across the country
41 have filed or intend to file lawsuits against certain of the opioid manufacturers in an effort to
42 force the persons and entities responsible for the Opioid Epidemic to assume financial
43 responsibility for the costs associated with addressing, combatting and otherwise dealing with
44 the Opioid Epidemic; and

17-10A-371

Authorizing Engagement Letter in Relation to Claims against Opioid Manufacturers
Page 2

45 **WHEREAS**, County has engaged in discussions with representatives of the law firms of von
46 Briesen & Roper, s.c., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the “Law
47 Firms”) related to the potential for County to pursue certain legal claims against certain opioid
48 manufacturers; and

49
50 **WHEREAS**, County has been informed that the Law Firms have the requisite skill,
51 experience and wherewithal to prosecute legal claims against certain of the opioid
52 manufacturers on behalf of public entities seeking to hold them responsible for the Opioid
53 Epidemic; and

54
55 **WHEREAS**, the Law Firms have proposed that County engage the Law Firms to prosecute
56 the aforementioned claims on a contingent fee basis whereby the Law Firms would not be
57 compensated unless County receives a financial benefit as a result of the proposed claims and
58 the Law Firms would advance all claim-related costs and expenses associated with the claims;
59 and

60
61 **WHEREAS**, all of the costs and expenses associated with the claims against certain of the
62 opioid manufacturers would be borne by the Law Firms; and

63
64 **WHEREAS**, the Law Firms have prepared an engagement letter, which is submitted as part
65 of this Resolution (“Engagement Letter”) specifying the terms and conditions under which the
66 Law Firms would provide legal services to County and otherwise consistent with the terms of
67 this Resolution; and

68
69 **WHEREAS**, County is informed that the Wisconsin Counties Association has engaged in
70 extensive discussions with the Law Firms and has expressed a desire to assist the Law Firms,
71 County and other counties in the prosecution of claims against certain of the opioid
72 manufacturers; and

73
74 **WHEREAS**, County would participate in the prosecution of the claim(s) contemplated in this
75 Resolution and the Engagement Letter by providing information and materials to the Law
76 Firms and, as appropriate, the Wisconsin Counties Association as needed; and

77
78 **WHEREAS**, County believes it to be in the best interest of County, its citizens, residents,
79 visitors and taxpayers to join with other counties in and outside Wisconsin in pursuit of claims
80 against certain of the opioid manufacturers, all upon the terms and conditions set forth in the
81 Engagement Letter; and

82
83 **WHEREAS**, by pursuing the claims against certain of the opioid manufacturers, County is
84 attempting to hold those persons and entities that had a significant role in the creation of the
85 Opioid Epidemic responsible for the financial costs assumed by County and other public
86 agencies across the country in dealing with the Opioid Epidemic.

87
88 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors,
89 duly assembled this _____ of _____, 2017 does hereby authorize, and agrees to be
90 bound by, the Engagement Letter and hereby directs the appropriate officer of the County to
91 execute the Engagement Letter on behalf of the County; and

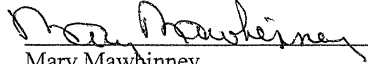
92
93 **BE IT FURTHER RESOLVED** that Rock County shall endeavor to faithfully perform all
94 actions required of County in relation to the claims contemplated herein and in the
95 Engagement Letter and hereby directs all County personnel to cooperate with and assist the
96 Law Firms in relation thereto.

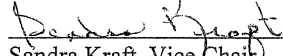
Authorizing Engagement Letter in Relation to Claims against Opioid Manufacturers
Page 3

Respectfully Submitted,

COUNTY BOARD STAFF COMMITTEE

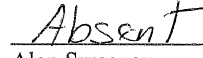

J. Russell Podzilni, Chair



Mary Mawhinney


Sandra Kraft, Vice Chair

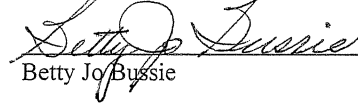

Louis Peer


Eva Arnold


Alan Sweeney


Henry Brill


Terry Thomas


Betty Jo Bussie

LEGAL NOTE:

The County board is authorized to take this action pursuant to sec's 100.18(11)(b), 59.01, and 59.51, Wis. Stats.


Jodi Timmerman
Interim Corporation Counsel

FISCAL NOTE:

Minimal fiscal impact to the County unless the County receives proceeds from an awarded recovery from the filed claim.


Sherry Oja
Finance Director

ADMINISTRATIVE NOTE:

Proceeding with this action will protect Rock County's interests. Recommended.


Josh Smith
County Administrator



September 12, 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>Firm Name</u>	<u>Percentage of Fees if Successful</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.

CRUEGER DICKINSON LLC



Andrew T. Phillips



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