

PROCEEDINGS  
OF THE  
BOARD OF SUPERVISORS  
Columbia County, Wisconsin

Portage, Wisconsin  
October 18, 2017  
7:00 p.m.

The Board of Supervisors of Columbia County convened in regular session at the Administration Building at 112 East Edgewater Street, Portage pursuant to law. The meeting was called to order by Chair Gove and was certified to be in compliance with the Wisconsin Open Meetings Law.

All Supervisors were present, except Kessler, absent with notice.

Members stood and recited the Pledge of Allegiance.

A motion was made by Drew, second by Foley to approve the Journal of September 20, 2017.

Motion carried.

A motion to approve the agenda as printed was made by Weyh, second by Bradley. Motion carried.

Chair Gove welcomed Supervisor Attoe back after assisting with hurricane relief efforts in Florida.

Supervisor Tramburg reported Columbia County received an unqualified audit opinion for 2016 from Clifton Larson Allen. He referred to a handout placed on supervisor's desks regarding a summary of the audit report. Copies of the full report are available on the Columbia County website at [www.co.columbia.wi.us](http://www.co.columbia.wi.us).

Supervisor Konkel gave an update of the Ad Hoc Building Committee. The final punch list items for the Administration and Health & Human Services buildings are being worked on. He reported on the progress of the Courthouse renovation with a tentative occupancy in May, 2018.

**REPORT OF THE PLANNING AND ZONING COMMITTEE**

The Planning and Zoning committee having held a public hearing thereon pursuant to Section 59.69 Wisconsin Statutes, notice thereof have been given as provided by law and being duly advised of the wishes of the people in the areas affected hereby recommend as follows:

1. A petition by, Susan M Clark c/o Duane V & Gloria B Zuhlke, Petitioners, Portage, WI, to rezone from A-1 Agriculture to A-1 Agriculture with the A-4 Agricultural Overlay, Parcel 531.01, Section 29, T13N, R10E, Town of Marcellon to be approved as follows: To change from A-1 Agriculture to A-1 Agriculture with the A-4 Agricultural Overlay, Parcel 531.01, Section 29, T13N, R10E, Town of Marcellon.
2. A petition by, Jonathon A Herrmann & Wendy C Herrmann, Petitioners, Columbus, WI, to rezone from A-1 Agriculture to RR-1 Rural Residence, and A-1 Agriculture to A-1 Agriculture with the A-4 Agricultural Overlay, Parcel 580.B, Section 34, T10N, R12E, Town of Columbus to be approved as follows: To change from A-1 Agriculture to RR-1 Rural Residence, and A-1 Agriculture to A-1 Agriculture with the A-4 Agricultural Overlay, Parcel 580.B, Section 34, T10N, R12E, Town of Columbus.
3. A petition by, Allyn J Kitzerow & Shirley M Kitzerow, Petitioners, Columbus, WI, to rezone from A-1 Agriculture to RR-1 Rural Residence, and A-1 Agriculture to A-1 Agriculture with the A-4 Agricultural Overlay, Parcel 342, Section 21, T10N, R12E, Town of Columbus to be approved as follows: To change from A-1 Agriculture to RR-1 Rural Residence, and A-1 Agriculture to A-1 Agriculture with the A-4 Agricultural Overlay, Parcel 342, Section 21, T10N, R12E, Town of Columbus.
4. A petition by, Stephen C Agnew, Petitioner, Columbus, WI, to rezone from A-1 Agriculture to A-2 General Agriculture, Parcel 274, Section 18, T10N, R12E, Town of Columbus to be approved as follows: To change from A-1 Agriculture to A-2 General Agriculture, Parcel 274, Section 18, T10N, R12E, Town of Columbus.
5. A petition by, Stephen C Agnew, Petitioner, Columbus, WI, to rezone from A-1 Agriculture to A-1 Agriculture with the A-4 Agricultural Overlay, Parcels 132 and 133, Section 7, T10N, R12E, Town of Columbus to be approved as follows: To change from A-1 Agriculture to A-1 Agriculture with the A-4 Agricultural Overlay, Parcels 132 and 133, Section 7, T10N, R12E, Town of Columbus.

6. A petition by, Paul D Osterhaus & Kari L Osterhaus, Petitioners, Fall River, WI, to rezone from A-1 Agriculture to A-1 Agriculture with the A-4 Agricultural Overlay, Parcel 620, Section 36, T10N, R12E, Town of Columbus to be approved as follows: To change from A-1 Agriculture to A-1 Agriculture with the A-4 Agricultural Overlay, Parcel 620, Section 36, T10N, R12E, Town of Columbus.
7. A petition by, Lee M Roberts & Marigrace Roberts, Petitioners, Rio, WI, to rezone from A-1 Agriculture to RR-1 Rural Residence and A-1 Agriculture to A-1 Agriculture with the A-4 Agricultural Overlay, Parcel 701, Section 29, T12N, R11E, Town of Springvale to be approved as follows: To change from A-1 Agriculture to RR-1 Rural Residence and A-1 Agriculture to A-1 Agriculture with the A-4 Agricultural Overlay, Parcel 701, Section 29, T12N, R11E, Town of Springvale.
8. A petition by, Theodore J Damm Irrevocable Trust dtd 12-6-2006, Petitioner, Columbus, WI, to rezone from A-2 General Agriculture to RR-1 Rural Residence and A-2 General Agriculture to A-1 Agriculture with the A-4 Agricultural Overlay, Parcel 663.01, Section 34, T10N, R11E, Town of Hampden to be approved as follows: To change from A-2 General Agriculture to RR-1 Rural Residence and A-2 General Agriculture to A-1 Agriculture with the A-4 Agricultural Overlay, Parcel 663.01, Section 34, T10N, R11E, Town of Hampden.
9. A petition by, Steven Bergum & Thelma J Bergum, Petitioners, Madison, WI, to rezone from A-1 Agriculture to RR-1 Rural Residence and A-1 Agriculture to A-1 Agriculture with the A-4 Agricultural Overlay, Parcels 130.03, 148 and 151, Section 8, T10N, R11E, Town of Hampden to be approved as follows: To change from A-1 Agriculture to RR-1 Rural Residence and A-1 Agriculture to A-1 Agriculture with the A-4 Agricultural Overlay, Parcels 130.03, 148 and 151, Section 8, T10N, R11E, Town of Hampden.
10. A petition by, Eugene & Audrey Brewer Revocable Trust dated 4/6/2004, Petitioners, Poynette, WI, to rezone from A-1 Agriculture to A-1 Agriculture with the A-4 Agricultural Overlay, Parcels 413.01 and 414.01, Section 27, T11N, R9E, Town of Dekorra to be approved as follows: To change from A-1 Agriculture to A-1 Agriculture with the A-4 Agricultural Overlay, Parcels 413.01 and 414.01, Section 27, T11N, R9E, Town of Dekorra.
11. A petition by, Morse Properties LLC, Petitioner, Poynette, WI, to rezone from A-1 Agriculture to RR-1 Rural Residence and A-1 Agriculture to A-1 Agriculture with the A-4 Agricultural Overlay, Parcels 38.02 and 38.03, Section 11, T11N, R9E, Town of Dekorra to be approved as follows: To change from A-1 Agriculture to RR-1 Rural Residence and A-1 Agriculture to A-1 Agriculture with the A-4 Agricultural Overlay, Parcels 38.02 and 38.03, Section 11, T11N, R9E, Town of Dekorra.

Fred C. Teitgen  
~~Kevin Kessler~~  
 Susanna R. Bradley  
 Harlan Baumgartner  
 John A. Stevenson  
 PLANNING AND ZONING COMMITTEE

Upon hearing no objection, Chair Gove directed the report be accepted and placed on file.

The following appointments were announced:

- 1) Local Emergency Planning Committee: E. Kevin O'Neill and Sharon Foley, term to April, 2018. Motion by De Young, second by Weyh, the appointments were approved.
- 2) Zoning Board of Adjustment: Pat Beghin, alternate, term to July, 2020. Motion by Ross, second by Drew, the appointment was approved.

Supervisor De Young reported constituents in his district have expressed concerns with the building projects being over budget and felt an explanation was necessary. Attorney Ruf said he would provide supervisors with a report addressing these concerns.

## **RESOLUTION NO. 24-17**

WHEREAS, Columbia County ("County") is concerned with the recent rapid rise in troubles among County citizens, residents, and visitors in relation to problems arising out of the use, abuse and overuse of opioid medications, which according to certain studies, impacts millions of people across the country; and,

WHEREAS, issues and concerns surrounding opioid use, abuse and overuse by citizens, residents and visitors are not unique to County and are, in fact, issues and concerns shared by all other counties in Wisconsin, and, for that matter, states and counties across the country, as has been well documented through various reports and publications, and is commonly referred to as the Opioid Epidemic ("Opioid Epidemic"); and,

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

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

WHEREAS, certain of the opioid manufacturers have faced civil and criminal liability for their actions that relate directly to the rise of the Opioid Epidemic; and,

WHEREAS, County has spent millions in unexpected and unbudgeted time and resources in its programs and services related to the Opioid Epidemic; and,

WHEREAS, County is responsible for a multitude of programs and services, all of which require County to expend resources generated through state and federal aid, property tax levy, fees and other permissible revenue sources; and,

WHEREAS, County's provision of programs and services becomes more and more difficult every year because the costs associated with providing the Opioid Epidemic programs and services continue to rise, yet County's ability to generate revenue is limited by strict levy limit caps and stagnant or declining state and federal aid to County; and,

WHEREAS, all sums that County expends in addressing, combatting and otherwise dealing with the Opioid Epidemic are sums that cannot be used for other critical programs and services that County provides to County citizens, residents and visitors; and,

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

WHEREAS, County has engaged in discussions with representatives of the law firms of von Briesen & Roper, S.C., Crueger Dickinson LLC and Simons Hanly Conroy LLC (the "Law Firms") related to the potential for County to pursue certain legal claims against certain opioid manufacturers; and,

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

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

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

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

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

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

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

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

NOW, THEREFORE BE IT RESOLVED, County authorizes, and agrees to be bound by, the Engagement Letter and hereby directs the appropriate officer of the County to execute the Engagement Letter on behalf of the County; and,

BE IT FURTHER RESOLVED, County shall endeavor to faithfully perform all actions required of County in relation to the claims contemplated herein and in the Engagement Letter and hereby directs all County personnel to cooperate with and assist the Law Firms in relation thereto.

Fiscal Note: None.

Fiscal Impact: None.

Kirk Konkel  
James E. Foley  
JoAnn Wingers  
Mary Cupery  
Vern E. Gove, Chair  
EXECUTIVE COMMITTEE



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:

- C.

<b><u>FirmName</u></b>	<b><u>PercentageofFeesifSuccessful</u></b>
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.

- D. 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

29243067\_1.DOCX

Motion was made to adopt the Resolution by Wingers, second by McClyman.

Attorney Ruf gave a brief explanation of the resolution and engagement letter. He stated if Columbia County joined in the lawsuit, it would be at no cost to the County. The von Briesen firm would handle the case on a contingency basis and receive a percentage of the settlement plus expenses. Any remaining award settlement would be divided among participating counties. Ruf clarified, that while "no monetary costs" are required, there would be costs for gathering pertinent information to the suit.

The resolution was adopted on a roll call vote as follows:

YES: 27; NO: 0; ABSENT: 1

YES: McClyman, Weyh, Cupery, Gove, Field, Konkell, Robson, Rohrbeck, De Young, Wingers, Rashke, Pufahl, Drew, Bradley, Sleger, Teitgen, Ross, Baumgartner, Tramburg, Zander, St. Maurice, Sumnicht, Foley, Stevenson, Attoe, Brooks and Long.

ABSENT: Kessler.

**RESOLUTION NO. 25-17**

WHEREAS, the Sheriff's Department is in need of software that provides records and jail management, computer aided dispatching and mapping, and

WHEREAS, after a state-wide review of systems, it was determined that Spillman Technologies, Inc. has the software package, services and products that most closely meet Columbia County's needs and requirements, and

WHEREAS, the total price of \$560,000 includes a component for the 911 system and will be funded through available American Transmission Corporation (ATC) funds and the balance of \$439,780 will be funded through a debt issuance in 2019, when Columbia County's existing debt is scheduled to be restructured, and

WHEREAS, Spillman Technologies, Inc. will allow the 911 portion of the payment to act as a down payment, with the balance paid in 2019.

NOW, THEREFORE, BE IT RESOLVED, that the County Board Chair and County Clerk are authorized to sign a contract and all other documents with Spillman Technologies, Inc. for the purchase of the software.

BE IT FURTHER RESOLVED, that a down payment of \$120,220 be paid from ATC funds and the balance be borrowed for in 2019.

FISCAL IMPACT: Total cost of software is \$560,000.

FISCAL NOTE: Transfer \$120,220 of ATC funds to Sheriff's 911 account. The balance of \$439,780 will be funded through debt issuance in 2019.

Kirk Konkel  
Dan F. Drew  
Adam R. Field  
Mark Sleger  
Teresa Sumnicht  
Public Safety Committee

Motion was made to adopt the Resolution by Drew, second by Sleger.

Chief Deputy Kuhl explained the proposed resolution and entertained questions of the Board.

The resolution was adopted on a roll call vote as follows:

YES: 26; NO: 1; ABSENT: 1

YES: McClyman, Weyh, Cupery, Gove, Field, Konkel, Robson, Rohrbeck, De Young, Wingers, Rashke, Pufahl, Drew, Bradley, Sleger, Teitgen, Ross, Baumgartner, Tramburg, Zander, St. Maurice, Sumnicht, Stevenson, Attoe, Brooks and Long.

NO: Foley.

ABSENT: Kessler.

### **RESOLUTION NO. 26-17**

WHEREAS, the Kingston Old Order of the Amish Church desires to operate a municipal cemetery located in the Town of Springvale, known as Bontrager Amish Cemetery, pursuant to Sec. 157.50., Wis. Stats., and

WHEREAS, pursuant to Sec. 157.07, Wis. Stats., no such Cemetery Plat shall be recorded unless laid out and platted to the satisfaction of the Town of Springvale and the Columbia County Board of Supervisors, and

WHEREAS, the Town of Springvale has reviewed the proposed Plat and finds it in the best interest of the Town to accept the proposed plat, and

WHEREAS, the Planning and Zoning Committee has reviewed the proposed Plat and finds it in the best interest of the County to accept the proposed plat.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Plat of Bontrager Amish Cemetery in the Town of Springvale, Columbia County, Wisconsin is hereby approved by the Columbia County Board of Supervisors.

Kevin Kessler  
John A. Stevenson  
Harlan Baumgartner  
Susanna R. Bradley  
Fred C. Teitgen, Chair  
PLANNING AND ZONING COMMITTEE

Motion was made to adopt the Resolution by Baumgartner, second by Teitgen.

The resolution was adopted as follows:

YES: 27; NO: 0; ABSENT: 1

YES: McClyman, Weyh, Cupery, Gove, Field, Konkel, Robson, Rohrbeck, De Young, Wingers, Rashke, Pufahl, Drew, Bradley, Sleger, Teitgen, Ross, Baumgartner, Tramburg, Zander, St. Maurice, Sumnicht, Foley, Stevenson, Attoe, Brooks and Long.

ABSENT: Kessler.

### **RESOLUTION NO. 27-17**

WHEREAS, Federal monies are available under the Wisconsin Small Cities Community Development Block Grant-Emergency Assistance housing program, administered by the State of Wisconsin, Department of Administration, division of Housing, for the purpose of housing activities; and

WHEREAS, storms impacted properties in Kenosha County on July 11-12, 2017 leaving owner-occupied homes damaged or destroyed; and

WHEREAS, Columbia County is the lead county for the Southern Housing Region Program that includes Kenosha County; and

WHEREAS, after presentation and consideration, the RLF/Housing Committee has recommended that an application be submitted to the State of Wisconsin for the following projects:

Owner-Occupied and Rental Housing Rehabilitation and Replacement of Homes Damaged in Kenosha County on July 11-12, 2017

WHEREAS, it is necessary for the County Board to approve the preparation and filing of an application for the County to receive funds from this program through the Southern Housing Region Program; and

WHEREAS, the County Board has reviewed the need for the proposed projects and the benefits to be gained therefrom;

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Columbia does APPROVE and authorize the preparation and filing of an emergency application for funds under this program in accordance with this resolution; and

BE IT FURTHER RESOLVED, that the Board Chairman and County Clerk are hereby authorized to sign all necessary documents on behalf of the County.

FISCAL NOTE: Not Applicable

FISCAL NOTE: Not Applicable

Mary Cupery  
Vern E. Gove  
~~Mark Witt~~  
JoAnn Wingers  
John H. Tramburg  
REVOLVING LOAN FUND/HOUSING COMMITTEE

Motion was made to adopt the Resolution by Wingers, second by Foley.

Kari Justmann, from MSA Professional Services, gave a brief history of the program and provided an overview of the proposed resolution.

The resolution was adopted on a roll call vote as follows:

YES: 26; NO: 1; ABSENT: 1

YES: McClyman, Weyh, Cupery, Gove, Field, Konkell, Robson, Rohrbeck, De Young, Wingers, Rashke, Pufahl, Drew, Bradley, Sleger, Teitgen, Ross, Baumgartner, Tramburg, Zander, St. Maurice, Sumnicht, Stevenson, Attoe, Brooks and Long.

NO: Foley.

ABSENT: Kessler.

#### **ORDINANCE NO. Z464-17**

The Columbia County Board of Supervisors do ordain as follows: That Title 16 – Chapter 100, entitled “Zoning”, of the County Code, as passed by the Board of Supervisors on May 14, 2014 is hereby amended and added thereto as follows:

- (1) “To change from A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay”, (Susan Clark, Petitioner), a parcel of land located in Section 29, Town 13 North, Range 10 East, Town of Marcellon, more particularly described as follows: Land to be Rezoned from A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay - Being a part of the Northeast Quarter of the Northwest Quarter, the Northwest Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter of Section 29, Town 13 North, Range 10 East, Town of Marcellon, Columbia County, Wisconsin, described as follows: Commencing at the Northwest corner of Section 29; thence North 88°57’45” East along the North line of the Northwest Quarter of said Section 29, 2,170.64 feet; thence South 00°50’52” West, 756.59 feet to the point of beginning; thence East, 897.79 feet to a point in the West line of lands described and recorded in Document No. 865697; thence South 01°06’57” West along the West line of lands described and recorded in Document No. 865697, 56.94 feet; thence South 01°52’40” East along the West line of lands described and recorded in Document No. 865697, 499.89 feet;

thence South 15°51'36" East along the West line of lands described and recorded in Document No. 865697, 197.40 feet to the Northeast corner of lands described and recorded in Document No. 867108; thence South 74°53'25" West along the North line of lands described and recorded in Document No. 867108, 234.65 feet; thence South 58°21'25" West along the North line of lands described and recorded in Document No. 867108, 891.95 feet to the Northwest corner thereof; thence North 00°50'52" East, 1,275.68 feet to the point of beginning. Containing 914,760 square feet, (21.00 acres), more or less. Effective upon recording of the Certified Survey Map.

- (2) "To change from A-1 Agriculture to RR-1 Rural Residence and from A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay", (Jonathon Herrmann & Wendy Herrmann, Petitioners), parcels of land located in Section 34, Town 10 North, Range 12 East, Town of Columbus, more particularly described as follows: Land to be Rezoned from A-1 Agriculture to RR-1 Rural Residence - Being a part of the Northwest Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 34, Town 10 North, Range 12 East, Town of Columbus, Columbia County, Wisconsin, described as follows: Commencing at the East Quarter corner of Section 34; thence South 88°20'47" West along the South line of the Northeast Quarter of said Section 34 and the centerline of Weiner Road, 1,316.32 feet to the Southeast corner of the Southwest Quarter of the Northeast Quarter of said Section 34, said point also being the Southeast corner of lands described and recorded in Document No. 873046 and the point of beginning; thence continuing South 88°20'47" West along the South line of the Northeast Quarter of said Section 34, and the centerline of Weiner Road, 227.11 feet; thence North 33°32'33" East, 314.02 feet; thence North 00°47'08" West, 782.46 feet; thence South 72°14'09" West, 192.01 feet; thence North 22°38'30" West, 332.57 feet; thence North 68°14'09" East, 382.82 feet to the East line of the Northwest Quarter of the Northeast Quarter of said Section 34; thence South 00°47'08" East along the East line of the Northwest Quarter of the Northeast Quarter and the East line of the Southwest Quarter of the Northeast Quarter of said Section 34, 1,428.00 feet to the point of beginning. Containing 182,428 square feet, (4.19 acres), more or less. Land to be Rezoned from A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay - Being a part of the Northwest Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast of Section 34, Town 10 North, Range 12 East, Town of Columbus, Columbia County, Wisconsin, described as follows: Commencing at the East Quarter corner of Section 34; thence South 88°20'47" West along the South line of the Northeast Quarter of said Section 34 and the centerline of Weiner Road, 1,543.43 feet to the point of beginning; thence continuing South 88°20'47" West along the South line of the Northeast Quarter of said Section 34, and the centerline of Weiner Road, 537.32 feet to the Southwest corner of lands described and recorded in Document No. 873046; thence North 02°23'42" East along the West line of lands described and recorded in Document No. 873046, 764.23 feet; thence North 26°17'26" West along the West line of lands described and recorded in Document No. 873046, 399.32 feet; thence North 14°24'42" West along the West line of lands described and recorded in Document No. 873046, 333.08 feet; thence North 20°42'23" West along the West line of lands described and recorded in Document No. 873046, 127.89 feet; thence North 59°07'58" East along the North line of lands described and recorded in Document No. 873046, 979.92 feet; thence North 88°37'18" East along the North line of lands described and recorded in Document No. 873046, 166.56 feet to a point in the East line of the Northwest Quarter of the Northeast Quarter of said Section 34; thence South 00°47'08" East along the East line of the Northwest Quarter of the Northeast Quarter, 622.05 feet; thence South 68°14'09" West, 382.82 feet; thence South 22°38'30" East, 332.57 feet; thence North 72°14'09" East, 192.01 feet; thence South 00°47'08" East, 782.46 feet; thence South 33°32'33" West, 314.02 feet to the point of beginning. Containing 1,383,980 square feet, (31.77 acres), more or less. All effective upon recording of the Certified Survey Map.

- (3) "To change from A-1 Agriculture to RR-1 Rural Residence and A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay", (Allyn Kitzerow & Shirley Kitzerow, Petitioners), parcels of land located in Section 21, Town 10 North, Range 12 East, Town of Columbus, more particularly described as follows: Land to be Rezoned from A-1 Agriculture to RR-1 Rural Residence - Being a part of the Southeast Quarter of the Northwest Quarter of Section 21, Town 10 North, Range 12 East, Town of Columbus, Columbia County, Wisconsin, described as follows: Commencing at the North Quarter corner of said Section 21; thence South  $00^{\circ}23'37''$  East along the North-South Quarter line of said Section 21, 2,691.10 feet to the center Quarter corner of Section 21; thence South  $88^{\circ}45'52''$  West along the East-West Quarter line of Section 21, 596.90 feet to the point of beginning; thence continuing South  $88^{\circ}45'52''$  West along the East-West Quarter line, 327.00 feet; thence North  $00^{\circ}29'45''$  West, 636.14 feet; thence North  $88^{\circ}45'52''$  East, 357.82 feet to the centerline of Kitzerow Road; thence South  $02^{\circ}16'32''$  West along the centerline of Kitzerow Road and the Southerly extension thereof, 637.28 feet to the point of beginning. Containing 217,800 square feet, (5.00 acres), more or less. Land to be Rezoned from A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay - Being a part of the Southeast Quarter of the Northwest Quarter of Section 21, Town 10 North, Range 12 East, Town of Columbus, Columbia County, Wisconsin, described as follows: Commencing at the North Quarter corner of said Section 21; thence South  $00^{\circ}23'37''$  East along the North-South Quarter line of said Section 21, 1,345.55 feet to the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 21 and the point of beginning; thence continuing South  $00^{\circ}23'37''$  East along the North-South Quarter line, 1,345.55 feet to the center Quarter corner of Section 21; thence South  $88^{\circ}45'52''$  West along the East-West Quarter line of said Section 21, 596.90 feet; thence North  $02^{\circ}16'32''$  East along the centerline of Kitzerow Road and the Southerly extension thereof, 637.28 feet; thence South  $88^{\circ}45'52''$  West, 357.82 feet; thence South  $00^{\circ}29'45''$  East, 636.14 feet to a point in the East-West Quarter line of said Section 21; thence South  $88^{\circ}45'52''$  West along the East-West Quarter line, 399.88 feet to the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 21; thence North  $00^{\circ}29'45''$  West along the West line of the Southeast Quarter of the Northwest Quarter of said Section 21, 1,337.77 feet to the Northwest corner thereof; thence North  $88^{\circ}25'47''$  East along the North line of the Southeast Quarter of the Northwest Quarter, 1,326.31 feet to the point of beginning. Containing 1,559,699 square feet, (35.81 acres), more or less. All effective upon recording of the Certified Survey Map.
- (4) "To change from A-1 Agriculture to A-2 General Agriculture", (Stephen Agnew, Petitioner), a parcel of land located in Section 18, Town 10 North, Range 12 East, Town of Columbus, more particularly described as follows: Land to be Rezoned from A-1 Agriculture to A-2 General Agriculture - Being a part of the Northwest Quarter of the Northeast Quarter of Section 18, Town 10 North, Range 12 East, Town of Columbus, Columbia County, Wisconsin, described as follows: Commencing at the North Quarter corner of said Section 18; thence South  $00^{\circ}08'54''$  West along the North-South Quarter line of said Section 18, 35.01 feet to a point in the South right-of-way line of State Trunk Highway 60; thence Northeasterly along a 7,672.44 foot radius curve to the left in the Southerly right-of-way line of State Trunk Highway 60 having a central angle of  $00^{\circ}58'06''$  and whose long chord bears North  $87^{\circ}27'40''$  East, 129.67 feet to the Northeast corner of Lot 1, Certified Survey Map, No. 4471 and the point of beginning; thence continuing Northeasterly along the Southerly right-of-way line of State Trunk Highway 60 along a 7,672.44 foot radius curve to the left having a central angle of  $00^{\circ}41'33''$  and whose long chord bears North  $86^{\circ}37'51''$  East, 92.73 feet; thence North  $86^{\circ}16'59''$  East along the Southerly right-of-way line of State Trunk Highway 60, 665.85 feet; thence North  $89^{\circ}47'24''$  East along the South right-of-way line of State Trunk Highway 60, 181.96 feet to the North line of Lot 1, Certified Survey Map, No. 3896; thence South  $52^{\circ}20'28''$  West along the Northerly line of said Lot 1, 401.71 feet; thence South  $56^{\circ}15'50''$  West along the Northerly line of said Lot 1, 153.28 feet; thence South  $76^{\circ}09'52''$  West along the Northerly line of said Lot 1, 124.83 feet; thence South

- 68°15'34" West along the Northerly line of said Lot 1, 501.58 feet; thence South 49°17'22" West along the Northerly line of said Lot 1, 49.18 feet to the North-South Quarter line of said Section 18; thence North 00°08'54" East along the North-South Quarter line and the East line of Lot 1, Certified Survey Map, No. 4471, 162.26 feet; thence North 39°39'28" East along the Easterly line of said Lot 1, Certified Survey Map, No. 4471, 181.50 feet; thence North 03°41'29" East along the Easterly line of said Lot 1, Certified Survey Map, No. 4471, 227.46 feet to the point of beginning. Containing 287,913 square feet, (6.61 acres), more or less. Effective immediately.
- (5) "To change from A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay", (Stephen Agnew, Petitioner), parcels of land located in Section 7, Town 10 North, Range 12 East, Town of Columbus, more particularly described as follows: Land to be Rezoned from A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay - Being a part of the Southwest Quarter of the Southeast Quarter of Section 7, Town 10 North, Range 12 East, Town of Columbus, Columbia County, Wisconsin, described as follows: Commencing at the South Quarter corner of said Section 7; thence North 01°11'06" West along the North-South Quarter line of said Section 7, 343.55 feet to the point of beginning; thence continuing North 01°11'06" West along the North-South Quarter line of said Section 7, 1,003.93 feet to the Northwest corner of the Southwest Quarter of the Southeast Quarter of said Section 7; thence North 87°12'36" East along the North line of the Southwest Quarter of the Southeast Quarter, 1,304.75 feet to the Northeast corner thereof; thence South 00°53'39" East along the East line of the Southwest Quarter of the Southeast Quarter, 1,004.08 feet; thence South 87°12'36" West, 1,299.65 feet to the point of beginning. Containing 1,306,800 square feet, (30.00 acres), more or less. Effective upon recording of the Certified Survey Map.
- (6) "To change from A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay", (Paul Osterhaus & Kari Osterhaus, Petitioners), a parcel of land located in Section 36, Town 10 North, Range 12 East, Town of Columbus, more particularly described as follows: Land to be Rezoned from A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay - Being a part of the Northwest Quarter of the Northeast Quarter of Section 36, Town 10 North, Range 12 East, Town of Columbus, Columbia County, Wisconsin, described as follows: Commencing at the North Quarter corner of said Section 36; thence North 86°26'45" East along the North line of the Northeast Quarter of said Section 36, 694.80 feet to the point of beginning; thence continuing North 86°26'45" East along the North line of the Northeast Quarter, 640.08 feet to the Northeast corner of the Northwest Quarter of the Northeast Quarter; thence South 00°35'19" East along the East line of the Northwest Quarter of the Northeast Quarter, 1,328.93 feet to the Southeast corner thereof; thence South 86°25'35" West along the South line of the Northwest Quarter of the Northeast Quarter, 640.10 feet; thence North 00°35'19" West, 1,329.14 feet to the point of beginning. Containing 849,555 square feet, (19.50 acres), more or less. Effective upon recording of the Certified Survey Map.
- (7) "To change from A-1 Agriculture to RR-1 Rural Residence and from A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay", (Lee Roberts & Marigrace Roberts, Petitioners), parcels of land located in Section 29, Town 12 North, Range 11 East, Town of Springvale, more particularly described as follows: Land to be Rezoned from A-1 Agriculture to RR-1 Rural Residence - Being a part of the Northwest Quarter of the Southeast Quarter of Section 29, Town 12 North, Range 11 East, Town of Springvale, Columbia County, Wisconsin, described as follows: Commencing at the South Quarter corner of said Section 29; thence North 01°08'05" West along the North-South Quarter line of Section 29, 1,496.68 feet to the point of beginning; thence continuing North 01°08'05" West along the North-South Quarter line, 358.35 feet; thence North 88°51'55" East, 175.38 feet; thence North 01°08'05" West, 60.87 feet; thence North 88°51'55" East, 369.62 feet; thence South 01°08'05" East, 419.22 feet; thence South 88°51'55" West, 545.00 feet to the point of beginning. Containing 217,800 square feet, (5.00 acres), more or less. Land to be Rezoned from A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay - Being the Northwest Quarter of the Southeast Quarter of Section 29, Town 12 North, Range 11 East,

- Town of Springvale, Columbia County, Wisconsin, except the following described parcel: Commencing at the South Quarter corner of said Section 29; thence North 01°08'05" West along the North-South Quarter line of Section 29, 1,496.68 feet to the point of beginning; thence continuing North 01°08'05" West along the North-South Quarter line, 358.35 feet; thence North 88°51'55" East, 175.38 feet; thence North 01°08'05" West, 60.87 feet; thence North 88°51'55" East, 369.62 feet; thence South 01°08'05" East, 419.22 feet; thence South 88°51'55" West, 545.00 feet to the point of beginning. Containing 1,524,600 square feet, (35.00 acres), more or less. All effective upon recording of the Certified Survey Map.
- (8) "To change from A-2 General Agriculture to RR-1 Rural Residence and from A-2 General Agriculture and A-1 Agriculture with A-4 Agricultural Overlay to A-1 Agriculture with A-4 Agricultural Overlay", (Theodore Damm Irrevocable Trust, Petitioner), parcels of land located in Section 34, Town 10 North, Range 11 East, Town of Hampden, more particularly described as follows: Land to be Rezoned from A-2 General Agriculture to RR-1 Rural Residence - Being a part of the Southeast Quarter of the Northwest Quarter of Section 34, Town 10 North, Range 11 East, Town of Hampden, Columbia County, Wisconsin, described as follows: Commencing at the West Quarter corner of said Section 34; thence North 89°43'23" East along South line of the Northwest Quarter of said Section 34, 1,322.75 feet to the Southwest corner of the Southeast Quarter of the Northwest Quarter and the point of beginning; thence North 00°28'42" West along the West line of the Southeast Quarter of the Northwest Quarter of said Section 34, 358.00 feet; thence North 89°43'23" East, 323.97 feet; thence South 00°28'42" East, 358.00 feet to a point in the South line of the Northwest Quarter of said Section 34; thence South 89°43'23" West along the South line of the Northwest Quarter of said Section 34, 323.97 feet to the point of beginning. Containing 115,982 square feet, (2.66 acres), more or less. Land to be Rezoned from A-2 General Agriculture and A-1 Agriculture with A-4 Agricultural Overlay to A-1 Agriculture with A-4 Agricultural Overlay - Being a part of the Southeast Quarter of the Northwest Quarter of Section 34, Town 10 North, Range 11 East, Town of Hampden, Columbia County, Wisconsin, described as follows: Commencing at the West Quarter corner of said Section 34; thence North 89°43'23" East along South line of the Northwest Quarter of said Section 34, 1,322.75 feet to the Southwest corner of the Southeast Quarter of the Northwest Quarter; thence North 00°28'42" West along the West line of the Southeast Quarter of the Northwest Quarter, 358.00 feet to the point of beginning; thence continuing North 00°28'42" West along the West line of the Southeast Quarter of the Northwest Quarter, 979.80 feet to the Northwest corner of the Southeast Quarter of the Northwest Quarter; thence North 89°47'09" East along the North line of the Southeast Quarter of the Northwest Quarter, 1,326.08 feet to the Northeast corner thereof; thence South 00°19'28" East along the East line of the Southeast Quarter of the Northwest Quarter, 1,336.34 feet to the Southeast corner thereof; thence South 89°43'23" West along the South line of the Southeast Quarter of the Northwest Quarter, 998.51 feet; thence North 00°28'42" West, 358.00 feet; thence South 89°43'23" West, 323.97 feet to the point of beginning. Containing 1,654,658 square feet, (37.99 acres), more or less. All effective upon recording of the Certified Survey Map.
- (9) "To change from A-1 Agriculture to RR-1 Rural Residence and from A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay", (Steven Bergum & Thelma Bergum, Petitioners), parcels of land located in Section 8, Town 10 North, Range 11 East, Town of Hampden, more particularly described as follows: Land to be Rezoned from A-1 Agriculture to RR-1 Rural Residence - Being a part of the Southeast Quarter of the Northeast Quarter of Section 8, Town 10 North, Range 11 East, Town of Hampden, Columbia County, Wisconsin, described as follows: Commencing at the East Quarter corner of said Section 8; thence North 02°09'37" East along the East line of said Section 8, 427.24 feet to a point in the centerline of Hall Road; thence North 72°54'16" West along the centerline of Hall Road, 380.56 feet to the point of beginning; thence continuing North 72°54'16" West along the centerline of Hall Road, 849.69 feet; thence North 31°32'12" East, 196.72 feet; thence North 63°17'14" East, 104.79 feet; thence North 83°49'41" East, 655.67 feet; thence South 05°51'23" West, 362.96 feet; Thence South 16°53'29" East, 52.00 feet; thence South



- 06°33'48" West, 125.03 feet to the point of beginning. Containing 288,210 square feet, (6.62 acres), more or less. Land to be Rezoned from A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay - Being the East Half of the Southeast Quarter of Section 8, Town 10 North, Range 11 East, Town of Hampden, Columbia County, Wisconsin. Containing 3,484,800 square feet, (80.00 acres), more or less. All effective upon recording of the Certified Survey Map.
- (10) "To change from A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay", (Eugene & Audrey Brewer Revocable Trust, Petitioner), a parcel of land located in Section 27, Town 11 North, Range 9 East, Town of Dekorra, more particularly described as follows: Land to be Rezoned from A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay - Being a part of the Southeast Quarter of the Northeast Quarter, the Northeast Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 27, Town 11 North, Range 9 East, Town of Dekorra, Columbia County, Wisconsin, described as follows: Commencing at the East Quarter corner of Section 27; thence South 89°22'59" West along the East-West Quarter line of said Section 27, 372.89 feet to the point of beginning; thence continuing South 89°22'59" West along the East-West Quarter line of said Section 27, 680.43 feet; thence North 00°10'29" West along the East line of lands described and recorded in Document No. 889782, 380.00 feet; thence South 89°22'59" West along the North line of lands described and recorded in Document No. 889782, 255.00 feet; thence North 00°10'29" West along West line of the Southeast Quarter of the Northeast Quarter of said Section 27, 945.40 feet to the Northwest corner thereof; thence South 89°22'33" West along the South line of the Northwest Quarter of the Northeast Quarter and the North line of Lot 3, Certified Survey Map No. 1427, 1,309.07 feet; thence North 00°12'25" West along the West line of the Northwest Quarter of the Northeast Quarter of said Section 27, 382.71 feet; thence North 89°48'17" East, 186.15 feet; thence South 00°10'52" West, 135.18 feet; thence South 89°25'55" East, 783.29 feet; thence South 88°11'35" East, 635.64 feet; thence South 26°52'48" East, 746.28 feet; thence South 19°47'59" East, 909.53 feet to the point of beginning. Containing 1,219,708 square feet, (28.00 acres), more or less. Effective upon recording of the Certified Survey Map.
- (11) "To change from A-1 Agriculture to RR-1 Rural Residence and from A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay", (Morse Properties LLC, Petitioner), parcels of land located in Section 11, Town 11 North, Range 9 East, Town of Dekorra, more particularly described as follows: Land to be Rezoned from A-1 Agriculture to RR-1 Rural Residence - Being all of Lot 3 and part of Lot 2, Certified Survey Map No. 5404, as recorded in Volume 38 of Certified Survey Maps, Page 71, as Document No. 843090, located in the Northeast Quarter of the Northwest Quarter of Section 11, Town 11 North, Range 9 East, Town of Dekorra, Columbia County, Wisconsin, described as follows: Commencing at the North Quarter corner of said Section 11, thence South 00°55'09" East along the East line of the Northeast Quarter of the Northwest Quarter and the East line of Lot 2, Certified Survey Map No. 5404, 1,120.24 feet; thence Westerly along a 2,292.15 foot radius curve to the left in the Southerly line of said Lot 2 and the centerline of Morse Road having a delta angle of 8°36'15" and whose long chord bears North 78°26'55" West, 343.84 feet to the Southeast corner of Lot 3, Certified Survey Map No. 5404 and the point of beginning; thence continuing Westerly along a 2,292.15 foot radius curve to the left in the Southerly line of said Lot 3 and the centerline of Morse Road having a delta angle of 7°50'37" and whose long chord bears North 86°40'17" West, 313.49 feet; thence South 89°24'25" West along the Southerly line of said Lots 3 and 2 and the centerline of Morse Road, 193.19 feet; thence Westerly along a 1,000.00 foot radius curve to the right in the Southerly line of said Lot 2 and the centerline of Morse Road having a delta angle of 07°29'40" and whose long chord bears North 86°50'45" West, 130.71 feet; thence North 00°55'09" West, 432.86 feet; thence North 89°49'07" East, 546.86 feet; thence South 00°55'09" East, 221.52 feet; thence North 89°49'07" East along the North line of said Lot 3, 89.39 feet; thence South 00°55'09" East along the East line of said Lot 3, 236.75 feet to the point of beginning.

Containing 261,463 square feet, (6.00 acres), more or less. Land to be Rezoned from A-1 Agriculture to A-1 Agriculture with A-4 Agricultural Overlay - Being part of Lot 2, Certified Survey Map No. 5404, as recorded in Volume 38 of Certified Survey Maps, Page 71, as Document No. 843090, located in the Northeast Quarter of the Northwest Quarter of Section 11, Town 11 North, Range 9 East, Town of Dekorra, Columbia County, Wisconsin, described as follows: Beginning at the North Quarter corner of said Section 11; thence South 00°55'09" East, along the East line of the Northeast Quarter of the Northwest Quarter and the East line of Lot 2, Certified Survey Map No. 5404, 1,120.24 feet; thence Westerly along a 2,292.15 foot radius curve to the left in the Southerly line of said Lot 2 and the centerline of Morse Road having a delta angle of 8°36'15" and whose long chord bears North 78°26'55" West, 343.84 feet to the Southeast corner of Lot 3, Certified Survey Map No. 5404; thence North 00°55'09" West, along the East line of said Lot 3, 236.75 feet to the Northeast corner thereof; thence South 89°49'07" West along the North line of said Lot 3, 89.39 feet; thence North 00°55'09" West, 221.52 feet; thence South 89°49'07" West, 546.86 feet; thence South 00°55'09" East, 432.86 feet to a point in the South line of said Lot 2 and the centerline of Morse Road; thence Westerly along a 1,000.00 foot radius curve to the right in the Southerly line of said Lot 2 and the centerline of Morse Road having a delta angle of 20°58'34" and whose long chord bears North 72°36'38" West, 364.06 feet; thence North 62°07'21" West along the Southerly line of said Lot 2 and the centerline of Morse Road, 10.12 feet to the Southwest corner of said Lot 2; thence North 01°02'17" West along the West line of the Northeast Quarter of the Northwest Quarter and the West line of said Lot 2, 910.26 feet; thence North 89°49'07" East along the North line of the Northeast Quarter of the Northwest Quarter and the North line of said Lot 2, 1,328.42 feet to the point of beginning. Containing 1,107,593 square feet, (25.43 acres), more or less. All effective upon recording of the Certified Survey Map.

Vern E. Gove, Chair  
COLUMBIA COUNTY  
BOARD OF SUPERVISORS  
Susan M. Moll  
COLUMBIA COUNTY CLERK

DATE PASSED: October 18, 2017  
DATE PUBLISHED: October 24, 2017

Motion was made by Pufahl, second by Robson, to approve the rezone requests for Susan Clark, Petitioner; Jonathon and Wendy Herrmann, Petitioners; Allyn and Shirley Kitzerow, Petitioners; Stephen Agnew, Petitioner; Paul and Kari Osterhaus, Petitioners; Lee and Marigrace Roberts, Petitioners; Theodore Damm Irrevocable Trust, Petitioner; Steven and Thelma Bergum, Petitioners; Eugene and Audrey Brewer Revocable Trust, Petitioner; and Morse Properties LLC, Petitioner.

The Ordinance was adopted on a roll call vote as follows:

YES: 27; NO: 0; ABSENT: 1

YES: McClyman, Weyh, Cupery, Gove, Field, Konkell, Robson, Rohrbeck, De Young, Wingers, Rashke, Pufahl, Drew, Bradley, Sleger, Teitgen, Ross, Baumgartner, Tramburg, Zander, St. Maurice, Sumnicht, Foley, Stevenson, Attoe, Brooks and Long.

ABSENT: Kessler.

The Ordinance was declared passed and is to be known as Ordinance Z464-17.

Supervisor Tramburg gave an overview of the proposed 2018 Budget. He stated supervisors would be receiving a Columbia County Guide to County Budget/Finances booklet in addition to the proposed budget. Lois Schepp, Comptroller, will be attending all committee meetings in November to review and answer any questions. Rashke said the proposed budget doesn't reflect the decision made by the Human Resources Committee at Monday night's meeting to change the health insurance carrier.

Chair Gove announced that the F.L.A.G. students will be giving their presentation at next month's meeting.

Chair Gove recognized the Finance Committee members.

The 2018 Columbia County Proposed Budgets and Columbia County Guide to County Budget/Finances were distributed to Supervisors.

Rohrbeck moved adjournment of this meeting to Tuesday, November 14, 2017 at 9:45 a.m. in the County Board Room at the Administration building. Second was made by Foley. The motion carried. The meeting adjourned at 7:51 p.m.