

AGENDA

Eau Claire County Board of Supervisors
Tuesday, October 17, 2017 / 7 pm

Location:
Courthouse, County Boardroom (Room 1277)
721 Oxford Ave. Eau Claire, WI

Eau Claire County Mission Statement:

"To provide quality, innovative and cost-effective services that safeguard and enhance the well-being of residents and resources"

- (1) Indicates 1st Reading
- (2) Indicates 2nd Reading

1. Call to Order
2. Honoring of the Flag and Moment of Reflection (Supervisor Judy Gatlin)
3. Call of the Roll
4. Approval of the Journal of Proceedings (October 3, 2017) **(pg. 3-4)**

APPOINTMENTS

*Confirming John Richie to fill County Board Supervisor District #20 **(pg. 5)**

*County Clerk to issue Oath of Office; afterwards John Richie will take his seat to begin duties as a county board member.

5. **PUBLIC COMMENT**
6. **REPORTS TO THE COUNTY BOARD UNDER 2.04.320**

Presentations

- Lake Altoona Park Master Plan / by: Josh Pedersen, Parks & Forest Director

Oral Reports

- Circuit Courts Annual Report / by: Honorable William Gabler
- UW Extension Annual Report / by: Catherine Emmanuelle, Area Extension Director
- County Administrator Update by: Kathryn Schauf, County Administrator
 - Local Government Institute
 - Budget Amendment Forms

Written Reports

- Living Wage Ordinance / 3rd Quarter Summary (pg. 6)
- 2017 Contingency Fund Report (pg. 7)
- 3rd Quarter Overtime/Comp Time Report (pg. 8-11)

7. PRESENTATION OF PETITIONS, CLAIMS AND COMMUNICATIONS

Rezoning Requests Received:

- Steven & Joy Walker (owner) (pg. 12)
- Clyde & Deborah Best (owner) (pg. 13)

8. FIRST READING OF ORDINANCES BY COMMITTEES

File No.

17-18/057 (1) Amending User Fees (pg. 14-18)

9. FIRST READING OF ORDINANCES AND RESOLUTIONS BY MEMBERS

10. REPORTS OF STANDING COMMITTEES, COMMITTEES, COMMISSIONS AND BOARDS UNDER 2.04.160 AND SECOND READING OF ORDINANCES

Committee on Administration

File No.

17-18/048 (1) Approving Alteration of Supervisory District Boundaries Resulting from New Wards for the City of Eau Claire (pg. 19-20)

17-18/071 (1) Authorizing Engagement of Von Briesen & Roper, S.C. and Crueger Dickinson LLC, Together with Simmons Hanly Conroy LLC as Counsel for Eau Claire County in Relation to Claims Against Opioid Manufacturers as Set Forth in the Attached Engagement Letter; Directing the County Board Chair to Execute the Engagement Letter on Behalf of Eau Claire County (pg. 21-31)

Committee on Finance & Budget

File No.

17-18/069 (1) Authorizing Payment of Vouchers Over \$10,000 Issued During the Month of September 2017 (pg. 32-33)

11. APPOINTMENTS

- Appointment of Sarah Vitale to the Groundwater Advisory Committee (pg. 34)

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through sign language, interpreters or other auxiliary aids. For additional information or to request the service, contact the County ADA Coordinator at 839-4710, (FAX) 839-1669 or 839-4735, tty: use Relay (711) or by writing to the ADA Coordinator, Human Resources, Eau Claire County Courthouse, 721 Oxford Avenue, Eau Claire, WI 54703.

**OFFICIAL PROCEEDINGS OF THE COUNTY BOARD
OF SUPERVISORS**

Tuesday, October 3, 2017

The County Board of Supervisors of the County of Eau Claire convened at the Courthouse in the City of Eau Claire on Tuesday, October 3, 2017, and was called to order by Chair Gregg Moore at 7:00 p.m.

The Board honored the flag with the pledge of allegiance.

Moment of reflection was presented by Supervisor Kathleen Clark.

Roll Call: 23 present: Supervisors Gary G. Gibson, Sandra McKinney, Stella Pagonis, Carl Anton, Katy Forsythe, Steve Chilson, Gordon C. Steinhauer, Mike Conlin, Ray L. Henning, Colleen A. Bates, Kathleen Clark, Judy Gatlin, Nick Smiar, David P. Mortimer, Gregg Moore, James A. Dunning, Gerald L. Wilkie, Sue Miller, Robm J. Leary, Heather DeLuka, Mark Olson, Kimberly A. Cronk, Patrick L. LaVelle
5 absent: Supervisors Douglas Kranig, Kevin Stelljes, Mark Beckfield, Tami Schraufnagel, Brandon Buchanan
1 vacancy

*Supervisor Kranig arrived later in the meeting.

JOURNAL OF PROCEEDINGS (September 19, 2017)

On a motion by Supervisor Smiar, seconded by Supervisor McKinney, the Journal of Proceedings was approved.

PUBLIC COMMENT

No one wished to speak.

REPORTS TO THE COUNTY BOARD UNDER 2.04.320

Municipal Advisor Sean Lentz of Ehlers & Associates presented 2017 bond sale information.

*Supervisor Kranig arrived at this time.

County Clerk Janet Loomis presented her oral annual report highlighting past accomplishments and future challenges.

Corporation Counsel Keith Zehms presented his oral annual highlighting past accomplishments and future challenges.

**REPORTS OF STANDING COMMITTEES, COMMITTEES, COMMISSIONS AND BOARDS UNDER
2.04.160 AND SECOND READING OF ORDINANCES**

Highway Committee

Ordinance 17-18/062 TO AMEND SECTION 4.09.035 OF THE CODE: HIGHWAY WINTER MAINTENANCE RESERVE ACCOUNT

Motion by Supervisor Leary, seconded by Supervisor Gatlin, for enactment.
There were no objections to allowing Highway Commissioner Jon Johnson to speak.

On a motion by Supervisor Dunning, seconded by Supervisor Leary, Amendment No. 1 was presented as follows:

1. On Page 1, Line 14, strike "1,000,000.00" and insert "750,000.00" twice.

On a roll call vote, Amendment No. 1 was defeated as follows:

9 ayes: Supervisors Gibson, Kranig, Pagonis, Smiar, Dunning, Wilkie, Miller, Leary, LaVelle

15 noes: Supervisors McKinney, Anton, Forsythe, Chilson, Steinhauer, Conlin, Henning, Bates, Clark, Gatlin, Mortimer, Moore, DeLuka, Olson, Cronk

4 absent: Supervisors Stelljes, Beckfield, Schraufnagel, Buchanan

1 vacancy

On a roll call vote, the ordinance as originally presented was enacted as follows:
20 ayes: Supervisors McKinney, Pagonis, Anton, Forsythe, Chilson, Steinhauer, Conlin, Henning, Bates, Clark, Gatlin, Smiar, Mortimer, Moore, Wilkie, Miller, DeLuka, Olson, Cronk, LaVelle
4 noes: Supervisors Gibson, Kranig, Dunning, Leary
4 absent: Supervisors Stelljes, Beckfield, Schraufnagel, Buchanan
1 vacancy

Committee on Finance and Budget

Ordinance 17-18/056 TO AMEND SECTION 3.20.090 C.2. OF THE CODE: COMPENSATION OF OTHER OFFICIALS

Motion by Supervisor DeLuka, seconded by Supervisor Olson, for enactment.

On a roll call vote, the ordinance was enacted as follows:

24 ayes: Supervisors Gibson, McKinney, Kranig, Pagonis, Anton, Forsythe, Chilson, Steinhauer, Conlin, Henning, Bates, Clark, Gatlin, Smiar, Mortimer, Moore, Dunning, Wilkie, Miller, Leary, DeLuka, Olson, Cronk, LaVelle
0 noes
4 absent: Supervisors Stelljes, Beckfield, Schraufnagel, Buchanan
1 vacancy

Resolution 17-18/066 RESOLUTION AWARDDING THE SALE OF \$9,750,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2017A

Motion by Supervisor Conlin, seconded by Supervisor Smiar, for adoption.

There were no objections to allowing Sean Lentz, Municipal Advisor from Ehlers & Associates, to speak.

On a roll call vote, the resolution was adopted as follows:

22 ayes: Supervisors McKinney, Kranig, Pagonis, Anton, Forsythe, Chilson, Steinhauer, Conlin, Henning, Bates, Clark, Gatlin, Smiar, Mortimer, Moore, Dunning, Wilkie, Miller, Leary, DeLuka, Olson, Cronk
2 noes: Supervisors Gibson, LaVelle
4 absent: Supervisors Stelljes, Beckfield, Schraufnagel, Buchanan
1 vacancy

A report from the Committee on Finance and Budget regarding the Village of Fairchild and Town of Fairchild Library Exemption Request:

The report of the committee recommends that the library exemption from the county tax levy be granted to the Village of Fairchild and to the Town of Fairchild.

Motion by Supervisor Bates, seconded by Supervisor Gibson for adoption.

On a roll call vote, the report was approved as follows:

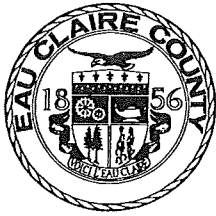
23 ayes: Supervisors Gibson, McKinney, Kranig, Anton, Forsythe, Chilson, Steinhauer, Conlin, Henning, Bates, Clark, Gatlin, Smiar, Mortimer, Moore, Dunning, Wilkie, Miller, Leary, DeLuka, Olson, Cronk, LaVelle
1 no: Supervisor Pagonis
4 absent: Supervisors Stelljes, Beckfield, Schraufnagel, Buchanan
1 vacancy

The Board adjourned at 8:15 p.m.

Respectfully submitted,



Janet K. Loomis
County Clerk



Eau Claire County Board of Supervisors

721 Oxford Avenue, Room 3520
Eau Claire, WI 54703-5481
Phone: 715-839-5106
Fax: 715-839-6243



TO: Eau Claire County Board of Supervisors
FROM: Gregg Moore, Chair
RE: Appointment of John Richie to County Board District #20
DATE: October 12, 2017

I certify that the following individual has been selected for appointment as follows:

COUNTY BOARD SUPERVISORY DISTRICT #20

John Richie to succeed Bruce Willett

TERM EXPIRES

April 2018

Our Mission

To provide quality, innovative, and cost effective services that safeguard and enhance the well-being of residents and resources.

EAU CLAIRE COUNTY REPORT ON IMPACT OF LIVING WAGE ORDINANCE (LWO)
(PURCHASING CONTRACTS IMPACTED BY THE LWO ONLY)
3rd QUARTER 2017

<u>Contract name/description of services</u>	<u>Dept. or Committee</u>	<u>Purchasing Contract Vendor</u>	<u>Date of Contract</u>	<u>2017 Annual Cost</u>	<u>2017 Increase/Decrease Annual Cost due to LWO</u>	<u>Changes in Contract Quantification (# people served, visits, days of service, etc.)</u>	<u>Vendor Increase/Decrease paid staff or hourly wage</u>	<u>Contract Term</u>	<u>Other comments about service level & staffing</u>	<u>2018 Estimated Increase due to LWO</u>
Prep & Delivery of Meals on Wheels	ADRC	Sacred Heart	6/21/2016	\$331,000	No increase current contract	No Change	No Info	Ends 12/31/2017		Expecting to perform these services in-house for 2018
Para Transit Rides	ADRC	AbbyVans	1/1/2012	\$108,500	No increase for 2017 due to current contract	2016 rides= 4035 2017 rides = est 5000	Increased hourly wages by 12.5%	5 yr contract with 3 one yr extensions		\$16,440 increase due to LWO with an estimated 6000 rides.
Custodial Services	Maintenance	ISS	1/1/2017	\$73,317	Increase \$3,407	Cost increase absorbed in budget No Change	Increased hourly rate of contracted staff	One year		est. increase for 2018 \$3,800
Animal care services	Corp Counsel	Humane Association	1/1/2017	\$42,765	\$0	No Change	Increased hourly rate of contracted staff	annual contract	less than 20 employees	\$0
Community Transition Center	CJCC	LSS	1/1/2017	\$380,000	\$9,000	No Change	Increased hourly rate of contracted staff	annual contract		Living wage ordinance on our support professionals is around \$2700.
Jail Food Services	Sheriff	Aramark	1/1/2017	\$436,000	\$0	Larger amount of meals therefore-reduced per meal cost	Small increase	3+ year	A small increase in the part time employee hourly rate was absorbed by Aramark. \$1.39 vs \$1.42 per meal	No increase due to LWO. Decrease due to larger volume
Peer Support/SSI Advocacy/CCS Services	DHS	Center for Independent Living	1/1/2017		\$0	No Change		12/31/2017	Rate based service	Currently analyzing the impact for 2018. Expect to make adjustments with-in budget.
CCS Services and Job Coaching	DHS	Chippewa River Industries	1/1/2017		\$0	No Change		12/31/2017	Rate based service	Potentially will not contract for Job Coaching services in 2018
Shelter Care/CCS Services	DHS	Bolton Refuge House	1/1/2017		\$0	No Change		12/31/2017	Rate based service	Currently analyzing the impact for 2018. Expect to make adjustments with-in budget.
Birth to 3 Education and Therapy Services	DHS	CESA 10	1/1/2017		\$0	No Change		12/31/2017	Rate based service	Currently analyzing the impact for 2018. Expect to make adjustments with-in budget.
Residential Placement Services/ CCS Services	DHS	Brotoloc			unknown	Cost increase absorbed in budget No Change		12/31/2018	Provider increased rate by 15%. Rates are locked in at 2 years Services are reimbursed at fee for service based. Potential increase may be absorbed through other funding sources and will be monitored monthly.	Currently analyzing the impact for 2018. Expect to make adjustments with-in budget.
Crisis Beds	DHS	Aurora Residential			\$0	No Change		12/31/2017	Provider stated it cannot comply with LWO expectations. DHS will continue to review reimbursement monthly and communicate with provider.	Currently analyzing the impact for 2018. Expect to make adjustments with-in budget.
									Total Estimated increase for 2018	\$22,940.00
The Living Wage Ordinance requirement for 2018 contracts is \$12.27 per hour.										

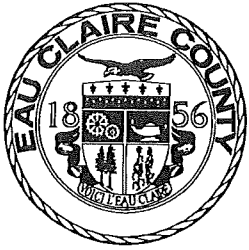
TO: Honorable Eau Claire County Board of Supervisors
FROM: Committee on Finance & Budget
DATE: October 11, 2017
SUB: 2017 Contingency Fund

Pursuant to Section 4.04 of the County Code of General Ordinances, the following is the status of the 2017 Contingency Fund as of noon on October 11, 2017:

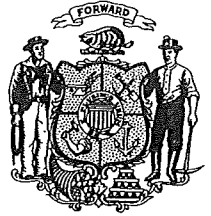
January 1, 2017	2017 Contingency Fund / Budget Allocation	\$	300,000
March 7, 2017	CB: Authorizing New/Modified Position Request . . . (File No. 16-17/105)	\$	<u>90,000</u>
		\$	210,000
Balance Available			

CB: denotes county board action

APPROVED BY
CORPORATION COUNSEL
AS TO FORM



FINANCE DEPARTMENT



To: The Honorable Eau Claire County Board of Supervisors

From: Finance Department

Date: September 30th, 2017

Re: Required Statistical Reports – 3rd Quarter 2017

Please find the following 3rd Quarter 2017 reports:

- Overtime Utilization
- Compensatory Time Utilization
- Number of Employees

Eau Claire County Finance Department
Number of Employees as of September 30, 2017

<u>Department / Division Name</u>	<u>Permanent</u>	<u>Non-Permanent</u>	<u>Total</u>
Administration	7	0	7
Aging & Disability Resource Center	27	4	31
Airport	7	0	7
Circuit Court Operations	5	0	5
Clerk of Courts	20	0	20
Corporation Counsel & Child Support	21	0	21
County Clerk	4	0	4
County Treasurer	4	4	8
DHS: Adult Services Unit	34	0	34
DHS: Employment & Econ Resource Unit	41	0	41
DHS: Family Services Unit	51	0	51
DHS: Fiscal Services Unit	8	0	8
DHS: Organizational Services Division	15	0	15
District Attorney	16	1	17
Facilities	15	0	15
Finance	8	1	9
Highway Administration	5	0	5
Highway Supervisory	8	0	8
Highway Labor	49	4	53
Human Resources	6	0	6
Information Systems	8	3	11
Juvenile Court Intake	4	0	4
Juvenile Detention	22	0	22
Parks & Forest	9	11	20
Planning & Development	24	1	25
Purchasing	6	0	6
Register in Probate	4	0	4
Register of Deeds	4	1	5
Sheriff, Administration	8	1	9
Sheriff, Field Services Division	32	0	32
Sheriff, Reserve Officers/Special Deputies	17	0	17
Sheriff, Security Services Division	65	0	65
U.W. Extension	3	1	4
Veterans Services	3	2	5
Total	560	34	594

County of Eau Claire

3rd Quarter 2017 Overtime Report - Regular

Department	Budget Amount	Period Amount	YTD Expended	Budget Balance	% Spent
Aging Disability & Resource	-	50.45	777.26	(777.26)	100.00% +
Airport	15,000.00	629.82	4,943.14	10,056.86	32.95% +
Child Support	-	46.93	46.93	(46.93)	100.00% +
Circuit Court Operations	\$ -	\$ -	40.01	(40.01)	100.00% +
Clerk of Courts	100.00	-	-	100.00	0.00% +
Corporation Counsel	-	-	176.81	(176.81)	100.00% +
District Attorney	-	5.49	258.58	(258.58)	100.00% +
Facilities	15,000.00	864.31	5,117.30	9,882.70	34.12% +
Finance	1,000.00	1,068.45	4,439.76	(3,439.76)	100.00% +
Highway	509,926.00	19,864.84	118,446.13	391,479.87	23.23% +
Human Resources	-	11.62	11.62	(11.62)	100% +
Human Services	-	3,799.32	10,538.21	(10,538.21)	100.00% +
Information Systems	-	353.73	353.73	(353.73)	100.00% +
Juvenile Div	1,000.00	116.60	691.12	308.88	69.11% +
Juvenile Jail	12,000.00	6,080.35	12,506.06	(506.06)	100.00% +
Parks & Forest General & Admin	300.00	-	215.86	84.14	71.95% +
Parks & Forest: County Forest	420.00	-	37.80	382.20	9.00% +
Parks & Forest: Coon Forks	-	1,746.39	1,746.39	(1,746.39)	100.00% +
Parks & Forest: Lake Altoona	320.00	1,933.19	2,889.61	(2,569.61)	100.00% +
Parks & Forest: Lake Eau Claire	40.00	-	189.99	(149.99)	100.00% +
Parks & Forest: Tower Ridge	1,500.00	-	-	1,500.00	0.00% +
Purchasing	-	-	-	-	#DIV/0!
Register of Deeds	-	-	11.30	(11.30)	100.00% +
Register of Probate	-	-	-	-	100.00% +
Planning & Development	-	-	-	-	100.00% +
Planning & Development: General	-	105.12	154.62	(154.62)	100.00% +
Planning & Development: Land Conservation	-	-	877.68	(877.68)	100.00% +
Planning & Development: Emergency Management	-	-	-	-	100.00% +
Planning & Development: Housing Authority	1,000.00	519.30	2,636.99	(1,636.99)	100.00% +
Sheriff: Huber	69,500.00	22,865.58	54,978.42	14,521.58	79.11% +
Sheriff: Investigative	46,500.00	21,272.51	44,552.92	1,947.08	95.81% +
Sheriff: Anti -Drug Grant	15,000.00	6,472.32	11,999.51	3,000.49	80.00% +
Sheriff: Civil Process	6,000.00	3,528.19	10,161.82	(4,161.82)	169.36% +
Sheriff: Courthouse Security	14,400.00	4,719.18	11,126.37	3,273.63	77.27% +
Sheriff: Crime & Comm Caretkg	112,700.00	58,353.04	134,845.18	(22,145.18)	100.00% +
Sheriff: Jail Secure	215,300.00	105,269.41	233,714.31	(18,414.31)	100.00% +
Sheriff: Traffic Control & Enf	83,000.00	33,686.06	86,841.48	(3,841.48)	100.00% +
Treasurer	1,000.00	219.53	501.73	498.27	50.17% +
Total Regular O/T	\$ 1,121,006.00	\$ 293,581.73	\$ 755,828.64	\$ 365,177.36	100.00% +

3rd Quarter 2017 Overtime Report - Temporary

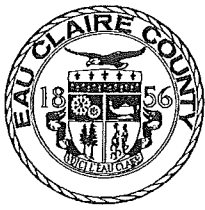
Department	Budget Amount	Period Amount	YTD Expended	Budget Balance	% Spent
Parks & Forest	20.00	-	-	20.00	0.00%
Parks & Forest: Big Falls	20.00	8.76	8.76	11.24	43.80%
Total Temporary O/T	\$ 40.00	\$ 8.76	\$ 8.76	\$ 31.24	100.00%

NOTE: A more detailed report can be obtained from the Finance Department/Payroll, if desired.

COMPENSATORY TIME

3rd Quarter 2017

<u>Department</u>	<u>Hours Earned</u>	<u>Hours Paid Out</u>
Circuit Court Operations	2.90	0.00
Clerk of Courts	0.00	0.00
Juvenile Court Intake	15.10	0.00
Administration	15.90	0.00
Airport	1.50	0.00
County Clerk	0.00	0.00
Human Resources	0.50	0.00
Information Systems	36.10	0.80
District Attorney	9.90	0.00
Corporation Counsel / Child Support	2.20	0.00
Facilities	10.20	0.00
Sheriff - Field Svcs Division	643.60	28.80
Sheriff - Security Svcs Division	371.70	17.90
Sheriff - Administration	33.90	0.00
Aging Disability & Resource Center	37.10	0.00
Finance	8.30	39.00
Purchasing	17.70	0.00
Juvenile Detention	52.60	0.00
Human Services Org Svcs Div	107.70	3.20
Human Services Fiscal Div.	40.70	40.00
Human Services Adult Svcs	179.90	8.00
Human Services Emp & Econ Unit	0.80	0.00
Human Services Family Svcs	291.30	4.10
Highway	2.30	0.00
Parks & Forest	129.50	100.60
Planning & Development	92.40	0.00
TOTAL	<u>914.90</u>	<u>155.90</u>



Eau Claire County
DEPARTMENT OF PLANNING
AND DEVELOPMENT
Eau Claire County Courthouse - Room 3344
721 Oxford Avenue
Eau Claire, Wisconsin 54703-5212
(715) 839-4741

Building Inspection
839-2944
Emergency Management
839-4736
Geographical Information Systems
839-4730
Land Conservation
839-6226
Land Records
839-4742
Land Use Management
839-4743
Planning
839-5055
Recycling
839-2756

October 10, 2017

Report to the Eau Claire County Board of Supervisors

The Eau Claire County Department of Planning and Development has received the following application for rezoning:

Owner: Steven & Joy Walker

Applicant: Owners

File Number: 17-18/072

Legal Description: A portion of the SW-NE EX HWY R/W, in Section 1, T25N-R08W, Town of Clear Creek, Eau Claire County, Wisconsin

Site Address: S 10520 County Road K, Fall Creek

Date Received: September 14, 2017

Regards,

A handwritten signature in cursive script that reads "Jeanna Allen".

Jeanna Allen

Administrative Specialist, Planning and Development

RECEIVED

OCT 10 2017

COUNTY CLERK



Eau Claire County
DEPARTMENT OF PLANNING
AND DEVELOPMENT
Eau Claire County Courthouse - Room 3344
721 Oxford Avenue
Eau Claire, Wisconsin 54703-5212
(715) 839-4741

Building Inspection
839-2944
Emergency Management
839-4736
Geographical Information Systems
839-4730
Land Conservation
839-6226
Land Records
839-4742
Land Use Management
839-4743
Planning
839-5055
Recycling
839-2756

September 15, 2017

RECEIVED

OCT 06 2017

COUNTY CLERK

Report to the Eau Claire County Board of Supervisors

The Eau Claire County Department of Planning and Development has received the following application for rezoning:

Owner: Clyde & Deborah Best

Applicant: Michael Isaacson

File Number: 17-18/067

Legal Description: PRT NE-SE THAT PRT LYG N & W OF POPPLE RD ALG WITH ESMT AS DESC IN 1780/999, in Section 34, T24N-R10W, Town of Drammen, Eau Claire County, Wisconsin

Site Address: S 15440 Moe Road, Eleva

Date Received: September 14, 2017

Regards,

A handwritten signature in black ink that reads "Jeanna Allen".

Jeanna Allen

Administrative Specialist, Planning and Development

FACT SHEET

TO FILE NO. 17-18/057

SECTION 1. These proposed fee increases were passed by the human services board on August 14, 2017 by a vote of 7 for 0 against. The last fee increase for non-resident juvenile detention placement was in 2007. The non-resident fee for 180 Program placements was established in 2012.

Fiscal Impact: \$27,858 + 49,558 = \$77,143 increase in revenue

SECTION 2., 3., 4., 5., 6. & 8. These proposed fee adjustments were passed by the committee on planning and development on September 12, 2017 by a vote of 4 for 0 against. The committee supported not increasing the fees across the board but rather adjusting several fees (in most cases lowering the fees) to reflect actual cost of doing business. At the request of the planning and development committee, staff provided a comparison of fees from counties across West Central Wisconsin. The committee compared those fees to Eau Claire County's fees and agreed that the Eau Claire County's fee are generally higher than those of our neighboring counties and generally cover the administrative costs associated with doing business. It should be noted that this is the second straight year where the county has not adjusted fees associated with administration of the land use and building code programs.

Fiscal Impact: None.

SECTION 7. These proposed fee changes were passed by the parks and forest committee on August 9, 2017 by a vote of 5 for 0 against to General Usage Fees and park fees in Eau Claire County to increase entrance fees that have not been increased since 2004 and would then be similar to other parks systems in the state; increase camping fees to incorporate miscellaneous fees that were being charged separately and cover the increased costs of maintenance.

Fiscal Impact: \$63,673 increase in revenue

Respectfully Submitted,



Keith R. Zehms
Corporation Counsel

KRZ/yk

4 - TO AMEND SECTION 4.14.010 B. OF THE CODE: DAILY JUVENILE
 5 DETENTION RATE ESTABLISHED; TO AMEND SECTION 4.30.080 B. 1. OF THE
 6 CODE: PLANNING AND DEVELOPMENT PUBLICATIONS, PHOTOCOPIES,
 7 DIGITAL DATA ON CD-ROM AND PAPER COPIES FROM PLOTTER; TO AMEND
 8 SECTION 4.35.095 B. 2. OF THE CODE: AIRPORT ZONING FEES; TO AMEND
 9 SECTION 4.35.135 OF THE CODE: CONDOMINIUM PLAT REVIEW FEES; TO
 10 AMEND SECTION 15.01.110 A. 5. & 12. OF THE CODE: PERMIT FEES; TO AMEND
 11 SECTION 15.01.110 B. 1. & 2. OF THE CODE: PERMIT FEES; TO AMEND SECTION
 12 16.30.040 B. OF THE CODE: FEES AND CHARGES; TO AMEND SECTION 18.30.270
 13 E. OF THE CODE: SPECIAL EVENTS -

14 The County Board of Supervisors of the County of Eau Claire does ordain as follows:

15 SECTION 1. That Subsection B. of Section 4.14.010 of the code be amended to read:

- 16
 17
 18 B. Non-residents~~\$175.00~~ 190.00 per day
 19 180 day dispositional alternative ~~\$200.00~~ 225.00 per day
 20

21 SECTION 2. That paragraph 1. of Subsection B. of Section 4.30.080 of the code be
 22 amended to read:

23
 24 B. The department of planning and development shall charge for digital data on CD-
 25 ROM or DVD as follows:

- 26 1. ~~Full parcel polygon shapefile~~ ~~_____~~ ~~\$115.00~~ _____
 27 2. ~~Orthophotography by township~~ ~~_____~~ ~~\$115.00 per township~~
 28 ~~_____~~ ~~5.00 per section~~
 29 3. ~~Complete GIS Geo Data Base~~ ~~_____~~ ~~\$520.00~~
 30 4. ~~Custom data CD or DVD GIS Services~~ ~~_____~~ ~~\$115.00 minimum,~~
 31 ~~\$ 60.00 per half hour~~
 32 ~~after the 1st hour of~~
 33 ~~production time~~
 34 5. ~~Custom data CD/DVD LIDAR/Aerial Data~~ ~~_____~~ ~~\$400.00 per section~~
 35

36 SECTION 3. That paragraph 2. of Subsection B. of Section 4.35.095 of the code be
 37 amended to read:

- 38
 39 2. Zone 3 (over 35 ft. in height) ~~\$.24~~ .25/sq.ft. (Maximum \$90.00)
 40 (Minimum \$30.00)
 41

42 SECTION 4. That Section 4.35.135 of the code be amended to read:

43 4.35.135 Condominium Plat Review Fees. (Do not apply within City of Eau Claire)

44 The following fee schedule shall apply:

- 45
 46 A. Plat Review \$465.00 + \$85/unit
 47 B. Mapping \$110.00 per unit/parcel
 48
 49

1 **SECTION 5.** That paragraphs 5., 12. of Section A. of Section 15.01.110 of the code be
 2 amended to read:

4	5.	Additions/alterations to manufactured homes and to 1 and 2 family houses	\$.53/sq. ft. of added/altered living area
7		Minimum Fee	\$165.00 <u>\$140.00</u>
9	12.	Permit for a dwelling with its exterior not complete within 24 months after issuance of original	
12		permit <u>Permit Renewal (2 year renewal)</u>	\$550.00
13	a.	<u>New 1+2 family</u>	<u>\$250.00</u>
14	b.	<u>Additions</u>	<u>\$140.00</u>
15	c.	<u>Decks</u>	<u>\$ 70.00</u>

17 **SECTION 6.** That paragraphs 1. & 2. of Subsection B. of Section 15.01.110 of the code
 18 be amended to read:

20 B. The fee schedule for structures subject to Wis. Admin. Code ch. SPS 360-366:

21 1. Commercial permit fees~~Plan approval(s) conducted by Eau Claire~~ shall be
 22 as follows:

AREA IN SQUARE FEET	BUILDING PLANS	HVAC
24 0-500	\$ 210.00	\$ 140.00
25 500+ - 2,500	400.00	270.00
26 2,500+ - 5,000	490.00	330.00

27 2. Electrical, plumbing and HVAC services permits for new commercial
 28 buildings: ~~Electrical p~~Plans required.

AREA IN SQUARE FEET	PLAN REVIEW FEE	<u>PLUMBING</u>	<u>HVAC</u>
	<u>ELECTRICAL</u>		
31 0-500	\$135.00 <u>140.00</u>	\$ <u>140.00</u>	<u>\$140.00</u>
32 500+ - 2,500	230.00 <u>270.00</u>	<u>270.00</u>	<u>270.00</u>
33 2,500+ - 5,000	270.00 <u>330.00</u>	<u>330.00</u>	<u>330.00</u>
34 5,000+	450.00 <u>500.00</u>	<u>330.00</u>	<u>330.00</u>

36 **SECTION 7.** That Subsection B. of Section 16.30.040 of the code be amended to read:

38 B. Fees. The following fees shall be charged, unless otherwise specified:

40 **General Usage Fees**

42 Recreation Area Entrance Fee
 43 per motor vehicle \$~~3.00~~5.00 daily or \$~~25.00~~30.00 annually

45 Additional Annual Entrance Stickers \$10.00 for same household

1 Required at boat launches, county parks, Evergreen ski trail, Lake Eau Claire beach and
 2 Tower Ridge Recreation area (from April 1 to December 1) including disc golf area.
 3 Buses for non-school related functions \$6.00 daily fee, buses for school related functions
 4 exempt from fees. A registered camper shall be granted up to two free vehicle passes per
 5 site for the duration of the camping.
 6

7
 8 Replacement Annual
 9 Entrance Sticker \$10.00

10
 11 Boat Dealers/commercial
 12 Watercraft launch permit \$50.00/annually

13
 14 Rental of tree planting machine \$20.00/1,000 trees planted with \$40.00 minimum
 15 charge.

16
 17 Permit for Driveway
 18 off County Forest Roads \$35.00

19
 20 **Coon Fork County Park Fees**

21
 22 Picnic Shelter \$20.00/reservation, with a maximum of 10
 23 vehicle passes issued per reservation.

24 Camping ~~\$15.00~~17.00/night off lake
 25 ~~\$75.00~~85.00/week off lake
 26 ~~\$18.00~~20.00/night on lake
 27 ~~\$90.00~~100.00/week on lake (7 nights for price of 5)
 28 \$10.00/night--off season nonelectrical
 29 \$15.00/night--off season electrical
 30

31 Section D. Campsites with
 32 50 amp electric, water ~~\$25.00~~27.00/night
 33 \$145/week
 34

35 Camping Electricity \$ 5.00/night (no discount for week long camping.)
 36

37 Campground Reservation \$10.00
 38 Reservation transfer \$ 5.00
 39

40 Paddle boat, canoe and
 41 row boat rental \$ 6.00/hour
 42

43 Sewage Dumping Station ~~\$ 1.00/use for registered campers~~
 44
 45 \$10.00/use for non-registered campers or travelers
 46

47 Firewood Sold in Campgrounds \$ 6.00/bundle
 48

1 **Harstad County Park Fees**

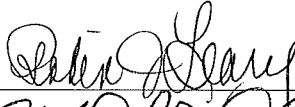
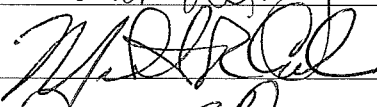
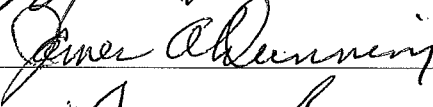

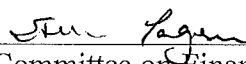
2		
3	Camping	\$ 11.00 15.00/night
4		\$ 55.00 75.00/week
5		\$ 5.00 10.00/night—off season
6	Picnic Shelter	\$ 25.00/reservation
7		

8 **SECTION 8.** That Subsection E. of Section 18.30.270 of the code be amended to read:

9
10 E. Fee required. The fee required for a special event shall be: ~~the current fee for a~~
11 ~~conditional use permit.~~

12	<u>1. Conditional use contract</u>	<u>\$250.00</u>
13	<u>2. Conditional use permit</u>	<u>\$500.00</u>

14
15
16 ADOPTED:

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19 
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21 
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23 
24
25
26 
27 Committee on Finance & Budget

28 KRZ/yk

29
30
31 Dated this 8th day of October, 2017.

32
33
34 ORDINANCE/17-18.057

APPROVED BY
CORPORATION COUNSEL
AS TO FORM

Reviewed by Finance Dept.
for Fiscal Impact

FACT SHEET

TO FILE 17-18/048

Since the adoption of the county board supervisory district boundaries in 2011 and the alteration in 2015, the City of Eau Claire has passed resolutions creating wards 67-70. This resolution will incorporate those new ward numbers into the description of the county board supervisory districts that have been affected. This resolution is needed for election purposes. There is no fiscal impact due to this resolution. Maps are available in my office.

Respectfully Submitted,



Janet Loomis
County Clerk

JL/yk

Ordinance/17-18.048

Enrolled No.

RESOLUTION

File No. 17-18/048

-APPROVING ALTERATION OF SUPERVISORY DISTRICT BOUNDARIES RESULTING FROM NEW WARDS FOR THE CITY OF EAU CLAIRE -

WHEREAS, state statutes allow the county board to consider changes in the boundaries of supervisory districts based on annexations that occur after the passage of the 10-year county redistricting plan in order to administer elections; and

WHEREAS, the City of Eau Claire has created wards 67-70 due to annexations since the Eau Claire County Resolution R155-048, File No. 11-12/079 was passed on September 20, 2011 that approved the final supervisory district plan and R159-044, File No. 11-12/063 was passed November 3, 2015 that approved alterations; and

WHEREAS, exact maps of the described parcels, along with certified copies of the City of Eau Claire ordinances, have been duly filed with the Eau Claire County Clerk; and

WHEREAS, changes in said supervisory district boundaries are allowed by law, provided that the total number of supervisory districts is left unchanged.

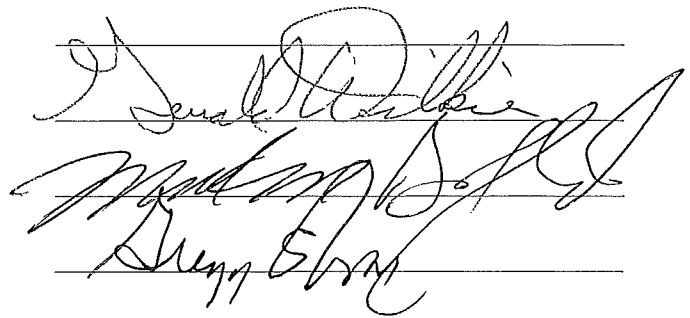
NOW, THEREFORE, BE IT RESOLVED by the Eau Claire County Board of Supervisors that the City of Eau Claire wards 67-70 are hereby included in the supervisory districts enumerated.

BE IT FURTHER RESOLVED that the Eau Claire County Clerk is hereby directed to forward all notices required under Wis. Stat. Chapter 59 to the Secretary of State for the purpose of advising that office of said boundary changes.

ADOPTED:

**Reviewed by Finance Dept.
for Fiscal Impact**

**APPROVED BY
CORPORATION COUNSEL
AS TO FORM**



Committee on Administration

KRZ/yk

Dated this 10 day of October, 2017.

ORDINANC/17-18/048

FACT SHEET

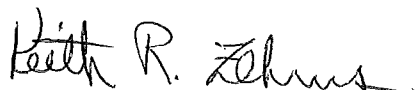
TO FILE NO. 17-18/071

This resolution authorizes engagement of the law firms listed to represent Eau Claire County in relation to claims against opioid manufacturers which are detailed in the attached engagement letter. This initiative is being advanced by the Wisconsin Counties Association (WCA) and was presented at the WCA annual meeting in September. The basis of the litigation according to WCA is that the large drug companies created a "false marketing campaign designed to give the medical community and the public the false impression that opioids were safe and efficacious for long term care

According to the WCA, counties have been directly impacted by the opioid epidemic through law enforcement, in increased foster care needs, increased court services, increased social work needs, increased medical needs, increased medical needs for residents, and increased mental health issues. Payment of attorney fees and expenses is contingent on the successful outcome of the Lawsuit. The contingent fee is 25% of the Recovery which would be paid first and the amount remaining would be reduced by the costs and disbursements which had been advanced. Counties are responsible for providing the information which establishes the amount being spent on the opioid crises

Fiscal Impact: Amount of staff time needed to locate information and potential amount of recovery unknown.

Respectfully Submitted,



Keith R. Zehms
Corporation Counsel

Ordinance/17-18.071 Fact

2
3 - AUTHORIZING ENGAGEMENT OF VON BRIESEN & ROPER, S.C. AND CRUEGER
4 DICKINSON LLC, TOGETHER WITH SIMMONS HANLY CONROY LLC, AS COUNSEL
5 FOR EAU CLAIRE COUNTY IN RELATION TO CLAIMS AGAINST OPIOID
6 MANUFACTURERS AS SET FORTH IN THE ATTACHED ENGAGEMENT LETTER:
7 DIRECTING THE COUNTY BOARD CHAIR TO EXECUTE THE ENGAGEMENT LETTER
8 ON BEHALF OF EAU CLAIRE COUNTY-
9

10 **WHEREAS**, Eau Claire County (“County”) is concerned with the recent rapid rise in
11 troubles among County citizens, residents and visitors in relation to problems arising out of the use,
12 abuse and overuse of opioid medications, which according to certain studies impacts millions of
13 people across the country; and
14

15 **WHEREAS**, issues and concerns surrounding opioid use, abuse and overuse by citizens,
16 residents and visitors are not unique to the County and are in fact, issues and concerns shared by all
17 other counties in Wisconsin and for that matter states and counties across the country, as has been
18 well documented through various reports and publications and is commonly referred to as the Opioid
19 Epidemic (“Opioid Epidemic:); and
20

21 **WHEREAS**, the societal costs associated with the Opioid Epidemic are staggering and,
22 according to the Centers for Disease Control and Prevention, amount to over \$75 billion annually;
23 and
24

25 **WHEREAS**, the National Institute for Health has identified the manufacturers of certain of
26 the opioid medications as being directly responsible for the rapid rise of the Opioid Epidemic by
27 virtue of their aggressive and, according to some, unlawful and unethical marketing practices; and
28

29 **WHEREAS**, certain of the opioid manufacturers have faced civil and criminal liability for
30 their actions that relate directly to the rise of the Opioid Epidemic; and
31

32 **WHEREAS**, the County has spent millions in unexpected and unbudgeted time and
33 resources in its programs and services related to the Opioid Epidemic; and
34

35 **WHEREAS**, the County is responsible for a multitude of programs and services, all of
36 which require the County to expend resources generated through state and federal aid, property tax
37 levy, fees and other permissible revenue sources; and
38

39 **WHEREAS**, the County’s provision of programs and services becomes more and more
40 difficult every year because the costs associated with providing the Opioid Epidemic programs and
41 services continue to rise, yet the County’s ability to generate revenue is limited by strict levy limit
42 caps and stagnant or declining state and federal aid to the County; and
43

44 **WHEREAS**, all sums that the County expends in addressing, combatting and otherwise
45 dealing with the Opioid Epidemic are sums that cannot be used for other critical programs and
46 services that the County provides to County citizens, residents and visitors; and
47

1 **WHEREAS**, the County has been informed that numerous counties and states across the
2 country have filed or intend to file lawsuits against certain of the opioid manufacturers in an effort to
3 force the persons and entities responsible for the Opioid Epidemic to assume financial responsibility
4 for the costs associated with addressing, combatting and otherwise dealing with the Opioid
5 Epidemic; and
6

7 **WHEREAS**, the County has engaged in discussions with representatives of the law firms of
8 Von Briesen & Roper, S.C., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the “Law
9 Firms”) related to the potential for the County to pursue certain legal claims against certain opioid
10 manufacturers; and
11

12 **WHEREAS**, the County has been informed that the Law Firms have the requisite skill,
13 experience and wherewithal to prosecute legal claims against certain of the opioid manufacturers on
14 behalf of public entities seeking to hold them responsible for the Opioid Epidemic; and
15

16 **WHEREAS**, the Law Firms have proposed that County engage the Law Firms to prosecute
17 the aforementioned claims on a contingent fee basis whereby the Law Firms would not be
18 compensated unless County receives a financial benefit as a result of the proposed claims and the
19 Law Firms would advance all claim-related costs and expenses associated with the claims; and
20

21 **WHEREAS**, all of the costs and expenses associated with the claims against certain of the
22 opioid manufacturers would be borne by the Law Firms; and
23

24 **WHEREAS**, the Law Firms have prepared an engagement letter, which is submitted as part
25 of this Resolution (“Engagement Letter”) specifying the terms and conditions under which the Law
26 Firms would provide legal services to County and otherwise consistent with the terms of this
27 Resolution; and
28

29 **WHEREAS**, County is informed that the Wisconsin Counties Association has engaged in
30 extensive discussions with the Law Firms and has expressed a desire to assist the Law Firms, County
31 and other counties in the prosecution of claims against certain of the opioid manufacturers; and
32

33 **WHEREAS**, County would participate in the prosecution of the claim(s) contemplated in
34 this Resolution and the Engagement Letter by providing information and materials to the Law Firms
35 and, as appropriate, the Wisconsin Counties Association as needed; and
36

37 **WHEREAS**, County believes it to be in the best interest of County, its citizens, residents,
38 visitors and taxpayers to join with other counties in and outside Wisconsin in pursuit of claims
39 against certain of the opioid manufacturers, all upon the terms and conditions set forth in the
40 Engagement Letter; and
41

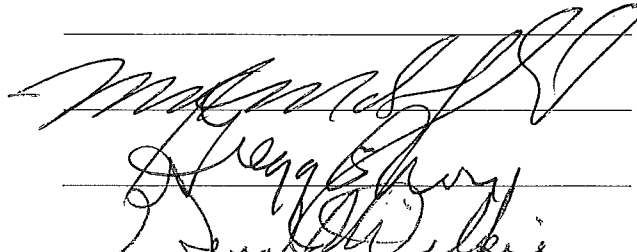
42 **WHEREAS**, by pursuing the claims against certain of the opioid manufacturers, County is
43 attempting to hold those persons and entities that had a significant role in the creation of the Opioid
44 Epidemic responsible for the financial costs assumed by County and other public agencies across the
45 country in dealing with the Opioid Epidemic.
46

47 **NOW, THEREFORE, BE IT RESOLVED**, that the Eau Claire County Board of
48 Supervisors authorizes and agrees to be bound by the Engagement Letter and hereby directs the
49 County Board Chair to execute the Engagement Letter on behalf of the County; and

1 **BE IT FURTHER RESOLVED**, that the Eau Claire County Board of Supervisors shall
2 endeavor to faithfully perform all actions required of County in relation to the claims contemplated
3 herein and in the Engagement Letter and hereby directs all County personnel to cooperate with and
4 assist the Law Firms in relation thereto.
5

6 **BE IT FURTHER RESOLVED**, that the Eau Claire County Clerk shall forward a copy of
7 this Resolution, together with the signed Engagement Letter, to the Wisconsin Counties Association,
8 22 E. Mifflin Street, Suite 900, Madison, Wisconsin, 53703.
9

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Committee on Administration

KRZ/yk

Dated this 10 day of October, 2017.

ORDINANC/17-18/071

APPROVED BY
CORPORATION COUNSEL
AS TO FORM

Reviewed by Finance Dept.
for Fiscal Impact



October 6, 2017

VIA EMAIL

Eau Claire County
c/o Gregg Moore, Board Chair

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 Eau Claire County Officials:

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 Eau Claire 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.



Andrew T. Phillips

CRUEGER DICKINSON LLC



Erin K. Dickinson

SIMONS HANLY CONROY LLC (Acknowledged)

Paul J. Hanly, Jr.

EAU CLAIRE 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

-AUTHORIZING PAYMENT OF VOUCHERS OVER \$10,000 ISSUED DURING THE MONTH OF SEPTEMBER 2017

RESOLVED by the Eau Claire County Board of Supervisors that the following accounts are allowed and the County Clerk and County Treasurer are authorized to issue County order checks to the vendors hereinafter and for the amounts set forth thereafter.

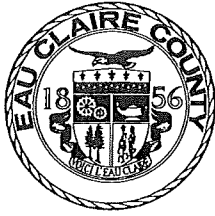
<u>VENDOR</u>	<u>PAYMENT FOR:</u>	<u>AMOUNT</u>
Senn Blacktop	Hot Mix - {Hwy}	\$ 583,441.18
Group Health Cooperative	October 2017 Health Insurance	\$ 574,650.70
Monarch Paving Company	CTH HH Paving Replacement - {Hwy}	\$ 446,966.94
US Bancorp Government Leasing &	Dump Trucks Lease - {Hwy}	\$ 367,104.73
Ross & Associates of River Falls WILTD	10-Unit Hangar Construction Pymt - {Airport}	\$ 190,800.00
City of Eau Claire Treasurer	Comm Center Payment - (September)	\$ 132,177.50
Meigs, Henry G LLC	Sealant Application, Asphalt Injection	\$ 123,585.68
Allstates Pavement Recycling	Pulverize Roads-Full Depth Reclamations - {Hwy}	\$ 110,876.00
Eau Claire City County Health Dept	September Payment	\$ 96,426.25
Netsmart Technologies Inc	Avatar Annual Support - {IS}	\$ 80,443.12
Athens Lumber LLC	New Maint Bldg at Parks & Forestry	\$ 65,745.00
Heartland Business Systems	Equipment, Annual Support, wiring for CTHS, Fall Creek - {IS}	\$ 64,648.86
Xcel Energy	Project ID 7824-00-00 {Airport}	\$ 60,138.76
Xcel Energy	Courthouse/Jail Electric-Gas	\$ 56,263.24
Fidlar Technologies	Fidlar Avid Life Cycle Annual Support - {Register of Deeds}	\$ 51,450.00
Wisconsin Municipal Mutual Ins Co	Workers' Compensation - SIR Imprest Replenishment	\$ 50,000.00
Lutheran Social Services	CJCC Services - (August)	\$ 48,833.33
Advanced Disposal	Recycling - August	\$ 43,004.76
Correct Care Solutions LLC	October 2017 Medical Services - {Jail}	\$ 42,270.74
Contech Engineered Solutions	Aluminum Box Culvert - {Hwy}	\$ 37,800.00
Staples Business Advantage	DHS office furniture - "Cube City"	\$ 31,208.02
Dell Marketing	New Laptops to Replace MS Surfaces - {ADRC}	\$ 31,020.78
Aramark Services Inc	Inmate Meals - (July/August)	\$ 30,443.59
Haas Sons Inc	Recycle Base -{Hwy}	\$ 29,532.78
Markquart Toyota Scion	2017 Toyota Sienna Minivan - {Sheriff}	\$ 27,975.00
City of Eau Claire Treasurer	Water/Sewer - Courthouse	\$ 27,701.98
City of Eau Claire Treasurer	June 2017 Paratransit-{ADRC} & Forensic Lab Software - {IS}	\$ 27,241.70
Belco Vehicle Solutions LLC	2017 Ford Utility Changeover - {Sheriff}	\$ 26,909.04
Dell Marketing	PC's and Laptops for different departments	\$ 26,457.11
Boxx Sanitation LLC	Recycling - August	\$ 25,198.56
The Kraemer Co LLC	3/4" Base Aggr Dense - {Hwy}	\$ 23,163.44
Sacred Heart Hospital	July Meals - {ADRC}	\$ 22,065.28
Eau Claire Area Economic Devel	2017 Report for Qtly install/county education	\$ 22,000.00
Delta Dental Plan of Wisconsin	October 2017 Dental Insurance Premiums	\$ 20,585.09
Delta Dental Plan of Wisconsin	September 2017 Dental Premiums	\$ 20,511.19
U S Postal Service	Postage	\$ 20,000.00
Schwartz Coatings	Spray Foam Roof System Final Pymt August	\$ 18,000.00
CliftonLarsonAllen LLP	Audit for End of 2016	\$ 17,400.00
Burke Truck & Equipment	Repair to trucks - {Hwy}	\$ 17,111.88
Fuel Service DJ's mart LLC	Diesel Fuel - {Hwy}	\$ 16,463.78
Corre Inc	Clear Creek Culvert replacement - {Hwy}	\$ 15,390.00
Friends of Beaver Creek Reserve	September Payment	\$ 15,000.00
North American Mechanical	Install Building Auto System for Lake EC, BLDG wiring/auto jail	\$ 14,375.00
Chippewa Valley Energy	Diesel Fuel - {Hwy}	\$ 14,312.29
Standard Insurance Company	August 2017 STD/LTD Premiums	\$ 14,259.00
Gec Asphalt Systems Inc	Sealer Binder - {Hwy}	\$ 13,392.00

57	Waste Management Northern WI	Recycling - August	\$	13,041.60
58	Fahrner Asphalt Sealers LLC	Asphalt Hwy 27 Augusta to EC River	\$	12,545.00
59	EO Johnson Company	Lanier MP 3055 - {Register of Deeds}	\$	12,474.00
60	Securian Financial Group Ins	October 2017 Life Insurance Premiums	\$	12,133.98
61	Hertel & Harless S.C.	Court Comm - Hertel - {Courts}	\$	12,095.74
62	TRY, Inc.	September Payment	\$	11,134.92
63	Benedicts Refrigeration Service	Down Payment - Kitchen Equipment Mow - {ADRC}	\$	11,071.00
64	Brian Schwoch and Northland Excav	LWRM State Cost Sharing/County Cost Share - {LCD}	\$	10,818.00
65	Nuss Truck & Equipment	Repair to trucks - {Hwy}	\$	10,627.96
66	Bartingale Mechanical	HVAC Service for CTHS & Ag Center	\$	10,498.75
67	City of Eau Claire Treasurer	July 2017 Paratransit	\$	10,496.36
68	Wisconsin Land Information Program	August Land Info Recording Fees	\$	10,416.00
69	Provyro Waste Services LLC	Recycling - August	\$	10,028.96
70				
71		<i>subtotal</i>	\$	3,941,726.57
72				
73				
74	County of Barron	<i>IM Consortia Payment</i>	\$	59,263.00
75	County of Burnett	<i>IM Consortia Payment</i>	\$	18,328.00
76	County of Chippewa	<i>IM Consortia Payment</i>	\$	53,515.00
77	County of Douglas	<i>IM Consortia Payment</i>	\$	45,072.00
78	County of Dunn	<i>IM Consortia Payment</i>	\$	76,700.00
79	County of Pierce	<i>IM Consortia Payment</i>	\$	36,977.00
80	County of Polk	<i>IM Consortia Payment</i>	\$	56,530.00
81	County of St Croix	<i>IM Consortia Payment</i>	\$	75,114.00
82	County of Washburn	<i>IM Consortia Payment</i>	\$	18,389.00
83	Angela M Halbert	Contracted Services	\$	10,000.00
84	Arbor Place	Contracted Services	\$	10,500.00
85	Brotoloc Inc	Contracted Services	\$	117,122.10
86	Caillier Clinic	Contracted Services	\$	84,284.80
87	Career Development Center	Contracted Services	\$	12,824.20
88	Chileda Institute Inc	Contracted Services	\$	77,455.05
89	Clinicare Corporation	Contracted Services	\$	118,891.50
90	Cooperative Educational Service Agency	Contracted Services	\$	20,667.75
91	Habilitation Center	Contracted Services	\$	13,950.00
92	Lutheran Social Services	Contracted Services	\$	296,797.81
93	MCHS - Eau Claire Clinic	Contracted Services	\$	15,975.00
94	New Hope Hallie Inc	Contracted Services	\$	12,090.00
95	New Visions Treatment Homes of WI Inc	Contracted Services	\$	22,506.00
96	Northwest Counsel & Guidance Clinic	Contracted Services	\$	33,338.60
97	Northwest Passage LTD	Contracted Services	\$	43,861.61
98	Oconomowoc Development Training	Contracted Services	\$	30,429.08
99	Positive Alternatives	Contracted Services	\$	13,454.00
100	Prentice House Inc	Contracted Services	\$	12,870.00
101	Rawhide Inc	Contracted Services	\$	11,216.11
102	Trempealeau County	Contracted Services	\$	60,222.69
103	Trinity Equestrian Center	Contracted Services	\$	22,267.03
104	Vantage Point Clinic & Assessment	Contracted Services	\$	24,054.17
105	Willow Creek Behavioral Health	Contracted Services	\$	16,374.78
106				
107			Total	\$ 1,521,040.28
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109			Grand Total	\$ 5,462,766.85
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 James Dunning - Chairperson
 Committee on Finance and Budget

APPROVED BY
 CORPORATION COUNSEL
 AS TO FORM

Reviewed by Finance Dept.
 for Fiscal Impact



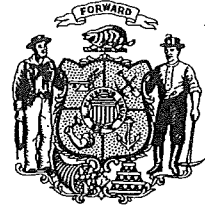
Eau Claire County Board of Supervisors

721 Oxford Avenue, Room 3520

Eau Claire, WI 54703-5481

Phone: 715-839-5106

Fax: 715-839-6243



TO: Eau Claire County Board of Supervisors
FROM: Gregg Moore, Chair
RE: Appointment of Citizen Member to Groundwater Advisory Committee
DATE: October 12, 2017

I certify that the named citizen representative below has been selected for appointment as follows:

GROUNDWATER ADVISORY COMMITTEE

Sarah Vitale to succeed Kathleen Grote

TERM EXPIRES

April 2020

Our Mission

To provide quality, innovative, and cost effective services that safeguard and enhance the well-being of residents and resources.