



COUNTY BOARD OF SUPERVISORS

NOTICE OF MEETING

NOTE: UNDER THE KENOSHA COUNTY BOARD OF RULES OF PROCEDURE ANY REPORT, RESOLUTION, ORDINANCE OR MOTION APPEARING ON THIS AGENDA MAY BE AMENDED, WITHDRAWN, REMOVED FROM THE TABLE, RECONSIDERED OR RESCINDED IN WHOLE OR IN PART AT THIS OR AT FUTURE MEETINGS. NOTICE OF SUCH MOTIONS TO RECONSIDER OR RESCIND AT FUTURE MEETINGS SHALL BE GIVEN IN ACCORDANCE WITH SEC. 210(2) OF THE COUNTY BOARD RULES. FURTHERMORE, ANY MATTER DEEMED BY A MAJORITY OF THE BOARD TO BE GERMANE TO AN AGENDA ITEM MAY BE REFERRED TO THE PROPER COMMITTEE. ANY ITEM SCHEDULED FOR THE FIRST OF TWO READINGS IS SUBJECT TO A MOTION TO SUSPEND THE RULES IN ORDER TO PROCEED DIRECTLY TO DEBATE AND VOTE. ANY PERSON WHO DESIRES THE PRIVILEGE OF THE FLOOR PRIOR TO AN AGENDA ITEM BEING DISCUSSED SHOULD REQUEST A COUNTY BOARD SUPERVISOR TO CALL SUCH REQUEST TO THE ATTENTION OF THE BOARD CHAIRMAN.

NOTICE IS HEREBY GIVEN the **Organizational Meeting** of the Kenosha County Board of Supervisors will be held on **Tuesday, the 7th Day of November 2017 immediately following the Public Hearing** in the County Board Room located in the Administration Building. The following will be the agenda for said meeting:

- A. Call To Order By Chairwoman Breunig
- B. Roll Call Of Supervisors
- C. Citizen Comments
- D. Announcements Of The Chairwoman
- E. Supervisor Reports
- F. NEW BUSINESS

Resolution - One Reading

50. From The Human Services Committee A Resolution To Appoint The Honorable Joseph Cardinali To The Racine/Kenosha Community Action Agency Board

Documents:

[CARDINALI, JOSEPH RKCAAB.PDF](#)

51. From The Human Services Committee A Resolution To Appoint Richard Gallo To The Kenosha County Workforce Development Board

Documents:

[GALLO, RICHARD KCWDB.PDF](#)

52. From The Legislative Committee A Resolution Authorizing The Engagement Of Counsel For Purposes Of Pursuing Claims Against Opioid Manufacturers

Documents:

[OPIOID LITIGATION RESOLUTION.PDF](#)

G. CLAIMS

9. Doreen Imburgia - Vehicle Damage

Documents:

[DOREEN IMBURGIA.PDF](#)


H. Approval Of The October 17, 2017 Minutes By Supervisor Hallman

I. Adjourn Sine Die

KENOSHA COUNTY

BOARD OF SUPERVISORS

RESOLUTION NO. _____

Subject: RESOLUTION TO APPROVE THE APPOINTMENT OF THE HONORABLE JOSEPH CARDINALI TO THE RACINE/KENOSHA COMMUNITY ACTION AGENCY BOARD			
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: November 7, 2017		Date Resubmitted:	
Submitted By: Human Services Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: John T. Jansen		Signature: 	

WHEREAS, pursuant to County Executive Appointment 2017/18-16, the County Executive has appointed The Honorable Joseph Cardinali to serve on the Racine/Kenosha Community Action Agency Board, and

WHEREAS, the Human Services Committee has reviewed the request of the County Executive for confirmation of his appointment of the above named to serve on the Racine/Kenosha Community Action Agency Board and is recommending to the County Board the approval of this appointment,

NOW, THEREFORE, BE IT RESOLVED that the Kenosha County Board of Supervisors confirms the appointment of the Honorable Joseph Cardinali to the Racine/Kenosha Community Action Agency Board. The Honorable Joseph Cardinali's appointment shall be effective immediately and continuing until the 1st day of September, 2020, or until a successor is appointed by the County Executive and confirmed by the County Board of Supervisors. The Honorable Joseph Cardinali will serve without pay. The Honorable Joseph Cardinali will be succeeding Supervisor Boyd Frederick.

HUMAN SERVICES COMMITTEE:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Excused</u>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michael Goebel, Chairman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dayvin Hallmon, Vice Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Poole	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Andy Berg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Leah Blough	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rick Dodge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Greg Retzlaff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



COUNTY OF KENOSHA

Jim Kreuser, County Executive

COUNTY EXECUTIVE

1010 – 56th Street, Third Floor
Kenosha, Wisconsin 53140
(262) 653-2600
Fax: (262) 653-2817

APPOINTMENT 2017/18-16

RE: RACINE/KENOSHA COMMUNITY ACTION AGENCY BOARD

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

Placing special trust in his judgment and based upon his qualifications, I hereby submit to the honorable Kenosha County Board of Supervisors for its review and confirmation the name of:

The Honorable Joseph Cardinali
Village of Somers Trustee
1618 12th Avenue
Kenosha, WI 53140

to serve a three-year term on the Racine/Kenosha Community Action Agency Board beginning immediately upon confirmation of the County Board and continuing until the 1st day of September, 2020 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Mr. Cardinali will serve without pay.

Mr. Cardinali will be succeeding Supervisor Boyd Frederick.

Respectfully submitted this 31st day of August, 2017.

Jim Kreuser
Kenosha County Executive

COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
JIM KREUSER

APPOINTMENT PROFILE
KENOSHA COUNTY COMMISSIONS, COMMITTEES, & BOARDS

(Please type or print)

Name: Joseph Michael Cardinali
First Middle Last

Residence Address: 1618 12th Avenue

Previous Address if above less than 5 years: _____

Occupation: Village of Somers Trustee
Company Title

Business Address: 7511 12th Street

Telephone Number: Residence 262-945-7960 Business _____

Daytime Telephone Number: 262-945-7960

Mailing Address Preference: Business () Residence (✓)

Email Address: joemcardinali@gmail.com / jcardinali@somers.org

Do you or have you done business with any part of Kenosha County Government in the past 5 years? Yes () No (✓)

If yes, please attach a detailed document.

Affiliations: List affiliations in all service groups, public service organizations, social or charitable groups, labor, business or professional organization, and indicate if it was a board or staff affiliation.

Kenosha Italian Heritage Committee (founder/chairman); Garden of Eatin' (Executive Board);
St. John's/St. Francis parish life and communications committee; CUSH Transportation
Committee

Special Interests: Indicate organizations or activities in which you have a special interest but may not have been actively involved.

Boys and Girls Club of Kenosha; Somers Youth Softball Coach;
United Way Reading Tutor; Kenosha Area Family and Aging Friendly Visitor;
Root-Pike-WIN

*If more space is needed, please attach another sheet.

Kenosha County Commissions, Committees, & Boards
Appointment Profile - Page 2

Governmental Services: List services with any governmental unit.

Village of Somers Board, Village of Somers Water Commission,
Village of Somers Park Committee (Chairman), Village of Somers Parade Committee (Chairman)

Additional Information: List any qualifications or expertise you possess that would benefit the Board, Committee, Commission, etc.

Over the past three years, I have gained valuable experience serving on various boards, committees, and commissions including as chairman.

Conflict Of Interest: It would be inappropriate for you, as a current or prospective appointee, to have a member of your immediate family directly involved with any action that may come under the inquiry or advice of the appointed board, commission, or committee. A committee member declared in conflict would be prohibited from voting on any motion where "direct involvement" had been declared and may result in embarrassment to you and/or Kenosha County.

Joseph M. Cardinal
Signature of Nominee

8/27/17
Date

Please Return To: Kenosha County Executive
1010 - 56th Street
Kenosha, WI 53140

(For Office Use Only)

Appointed To: _____
Commission/Committee/Board

Term: Beginning _____ Ending _____

Confirmed by the Kenosha County Board on: _____

New Appointment _____

Reappointment _____

Previous Terms: _____

Joseph Cardinali
262-945-7960
joemcardinali@gmail.com

Objective:

My objective is to serve and subsequently excel in fulfilling the open position on the Racine-Kenosha Community Action Agency Board of Directors.

Summary:

With experience in government and serving on and leading various boards/committees, I have learned the importance of and have gained valuable knowledge and skills when interacting with others, working both individually and as a team, and meeting deadlines and responsibilities in a high-stakes environment. Most importantly, I fully appreciate the value of an efficient Board made up of servants dedicated to a specific cause or causes.

Accomplishments:

- Youngest elected official in Somers' history.

Volunteer Experiences (Both Prior and Current):

- Chairman/Founder of the Kenosha Italian Heritage Committee
- KUSD Planning/Facilities/Equipment Committee Member
- St. John The Baptist/St. Francis Xavier Catholic Church Parish Life Committee Member
- Somers Youth Softball Coach
- United Way Reading Tutor
- Kenosha Area Family and Aging Friendly Visitor Program Volunteer
- Special Registration Deputy for the City of Kenosha and Village of Somers
- "Garden of Eatin'" Community garden Executive Board Member
- "Garden of Eatin'" Marketing Committee Chairman
- UW-Parkside "Celebrazione Italiana" Committee Member
- Congregations United to Serve Humanity Transportation Task Force Member
- Congregations United to Serve Humanity Education Task Force Member

Joseph Cardinali
262-945-7960
joemcardinali@gmail.com

Work Experiences:

Trustee – Village of Somers

June 2015 – Present

Water Commissioner – Village of Somers

June 2015 – Present

Board Liaison – Village of Somers Park Committee/Recreation Department

June 2015 – Present

Chairman – Somers Independence Day Parade Committee

January 2017-Present

Book Keeper – Cardinali's Bakery

August 2013 – March 2014

Marketing Manager – Cardinali's Bakery

December 2011 – March 2014

Production/Sales Assistant

December 2003 – March 2014

Joseph Cardinali
262-945-7960
joemcardinali@gmail.com

Education:

Current Student – University of Wisconsin-Parkside

July 2017 - Present


High School Diploma – Kenosha Eschool

Graduation Date: January 2015

Many excellent references available upon request.

KENOSHA COUNTY
BOARD OF SUPERVISORS

RESOLUTION NO. _____

Subject: RESOLUTION TO APPROVE THE APPOINTMENT OF RICHARD GALLO TO THE KENOSHA COUNTY WORKFORCE DEVELOPMENT BOARD			
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: November 7, 2017		Date Resubmitted:	
Submitted By: Human Services Committee			
Fiscal Note Attached <input type="checkbox"/>		Legal Note Attached <input type="checkbox"/>	
Prepared By: John T. Jansen		Signature: 	

WHEREAS, pursuant to County Executive Appointment 2017/18-13, the County Executive has appointed Richard Gallo to serve on the Kenosha County Workforce Development Board, and

WHEREAS, the Human Services Committee has reviewed the request of the County Executive for confirmation of his appointment of the above named to serve on the Kenosha County Workforce Development Board and is recommending to the County Board the approval of this appointment,

NOW, THEREFORE, BE IT RESOLVED that the Kenosha County Board of Supervisors confirms the appointment of Richard Gallo to the Kenosha County Workforce Development Board. Richard Gallo's appointment shall be effective immediately and continuing until the 31st day of August, 2020, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors. Richard Gallo will serve without pay.

HUMAN SERVICES COMMITTEE:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Excused</u>
Michael Goebel, Chairman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dayvin Hallmon, Vice Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Poole	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Andy Berg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Leah Blough	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rick Dodge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Greg Retzlaff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



COUNTY OF KENOSHA

OFFICE OF THE COUNTY EXECUTIVE

Jim Kreuser, County Executive

1010 – 56th Street, Third Floor
Kenosha, Wisconsin 53140
(262) 653-2600
Fax: (262) 653-2817

APPOINTMENT 2017/18-13

RE: KENOSHA COUNTY WORKFORCE DEVELOPMENT BOARD

TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

Placing special trust in his judgment and based upon his qualifications, I hereby submit to the Honorable Kenosha County Board of Supervisors for its review and approval the name of

Richard Gallo
8036 18th Avenue
Kenosha, WI 53143

to serve a three-year term on the Kenosha County Workforce Development Board beginning immediately upon confirmation of the County Board and continuing until the 31st day of August, 2020, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Mr. Gallo will serve without pay.

Mr. Gallo will be filling a vacancy on the Board.

Respectfully submitted this 10th day of August, 2017.

Jim Kreuser
Kenosha County Executive

COUNTY OF KENOSHA
OFFICE OF THE COUNTY EXECUTIVE
JIM KREUSER

APPOINTMENT PROFILE
KENOSHA COUNTY COMMISSIONS, COMMITTEES, & BOARDS

(Please type or print)

Name: RICHARD M. GALLO
First Middle Last

Residence Address: 8036-18 AVENUE, KENOSHA, WI 53143

Previous Address if above less than 5 years: _____

Occupation: RETIRED
Company Title

Business Address: _____

Telephone Number: Residence 262-652-6242 Business _____

Daytime Telephone Number: 262-652-6242

Mailing Address Preference: Business () Residence (X)

Email Address: RGALLO@wi.rr.com

Do you or have you done business with any part of Kenosha County Government in the past 5 years? Yes () No (X)

If yes, please attach a detailed document.

Affiliations: List affiliations in all service groups, public service organizations, social or charitable groups, labor, business or professional organization, and indicate if it was a board or staff affiliation.

SEE ATTACHED

Special Interests: Indicate organizations or activities in which you have a special interest but may not have been actively involved.

LABOR ARBITRATION

*If more space is needed, please attach another sheet.

Kenosha County Commissions, Committees, & Boards
Appointment Profile - Page 2

Governmental Services: List services with any governmental unit.

SEE ATTACHED

Additional Information: List any qualifications or expertise you possess that would benefit the Board, Committee, Commission, etc.

GOOD COMMUNICATION SKILLS, EXCELLENT WRITING SKILLS.

Conflict Of Interest: It would be inappropriate for you, as a current or prospective appointee, to have a member of your immediate family directly involved with any action that may come under the inquiry or advice of the appointed board, commission, or committee. A committee member declared in conflict would be prohibited from voting on any motion where "direct involvement" had been declared and may result in embarrassment to you and/or Kenosha County.



Signature of Nominee

8-03-2017

Date

Please Return To: Kenosha County Executive
1010 - 56th Street
Kenosha, WI 53140

(For Office Use Only)

Appointed To: _____
Commission/Committee/Board

Term: Beginning _____ Ending _____

Confirmed by the Kenosha County Board on: _____

New Appointment _____ Reappointment _____

Previous Terms: _____

Attachment – Appointment Profile – Kenosha County Commissions, Committees, & Boards

Richard M. Gallo
8036 18th Avenue
Kenosha, WI 53143

Affiliations:

- Kenosha AFL-CIO Council, President
- American Postal Workers Union, AFL-CIO, Retiree Member
- National Active and Retired Federal Employees (NARFE), Chapter 1436, Membership Chair
- Member, Kenosha County Democratic Party
- Member Kenosha County Genealogical Society

Governmental Services:

- City of Kenosha Board of Review, Chairman
- City of Kenosha Zoning Board, Chairman
- City of Kenosha Housing Board

Richard M. Gallo
8036 18th Avenue
Kenosha, Wisconsin 53143
(262)-652-6242
e-mail: RGALLO@wi.rr.com

Education:

Double major degree - Bachelor of Science; University of Wisconsin-Parkside, 1976.

Major: Business Management.

Specialty: Administration.

Major: Labor Economics.

Specialty: General Industrial Relations.

Experience - Union-related:

- ✓ President, Kenosha AFL-CIO Council, March 29, 2017 to present
- ✓ President, Kenosha, Wisconsin Local, American Postal Workers Union, AFL-CIO (APWU), 38 years.
- ✓ General President, APWU of Wisconsin, 4 years.
- ✓ Secretary-Treasurer, APWU of Wisconsin, 4 years.
- ✓ Director Education & Organization, APWU of Wisconsin, 6 years.
- ✓ Secretary, Kenosha, Wisconsin Local, APWU, 2 years.
- ✓ Chief Local Negotiator, 13 consecutive local agreements.
- ✓ Chairman, APWU National Appeals Committee, 2008-2012
- ✓ National APWU Labor-Management Committee, 2006.
- ✓ National APWU Legislative Committee, 2004.
- ✓ National APWU Organization Committee, 1988.
- ✓ National APWU Labor/Management Committee, 1986
- ✓ National APWU Finance Committee, 1984.
- ✓ Executive Board, Kenosha County AFL-CIO Council, 14 years.
- ✓ Arbitration advocate, National and Local cases.
- ✓ APWU RI-399 Task Force, 1988.
- ✓ Participant in multiple arbitration cases.
- ✓ Handled Pre-Arbitration settlements.
- ✓ Handled cases as Step Three designee.
- ✓ Steward for over 3000 local grievances.
- ✓ Delegate to 16 National APWU Conventions.
- ✓ Delegate to 17 State APWU Conventions.
- ✓ Participant/instructor in numerous training seminars and workshops.

Experience – Other:

- ✓ City of Kenosha Board of Review, 2014 to present, current Chairman
- ✓ City of Kenosha Zoning Board, May 2017 to present, current Chairman
- ✓ City of Kenosha Housing Board, May 2017 to present
- ✓ Membership Chair, National Active and Retired Federal Employees, Chapter 1436
- ✓ Membership Committee, Kenosha County Democratic Party, 2013-2016
- ✓ Kenosha Labor Person of the Year, 2013
- ✓ Retired, U.S. Postal Service (Clerk) in 2013 with 41+ years of service

Personal:

- ✓ Married 36 years (Paula)
- ✓ Four Children, Three Grandchildren

County of Kenosha

Board of Supervisors

Resolution No. ____

Subject: A RESOLUTION AUTHORIZING THE ENGAGEMENT OF COUNSEL FOR PURPOSES OF PURSUING CLAIMS AGAINST OPIOID MANUFACTURERS			
Original <u>X</u>	Corrected <u> </u>	2 nd Correction <u> </u>	Resubmitted <u> </u>
Date Submitted: _____ Date resubmitted: _____			
Submitted by: Legislative Committee			
Fiscal Note Attached: <u> </u>		Legal Note Attached: <u> </u>	
Prepared By: Chair Kimberly Breunig and Supervisor Boyd Frederick			

WHEREAS, Kenosha 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 Simmons 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.

The County Clerk shall forward a copy of this Resolution, together with the signed Engagement Letter, to the Wisconsin Counties Association, 22 E. Mifflin Street, Suite 900, Madison, Wisconsin, 53703.






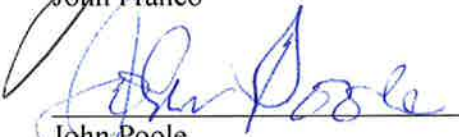

Respectfully submitted,


Chair Kimberly Breunig


Supervisor Boyd Frederick

Approved by:

Legislative Committee:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Excused</u>
 Boyd Frederick, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Dayvin Hallmon, Vice-Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Andy Berg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Erin Decker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Franco	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 John Poole	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Michael Skalitzy	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Crueger
Dickinson

vonBriesen

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

September 25, 2017

VIA EMAIL

Kenosha County
c/o Kimberly Breunig, Board Chair
Jim Kreuser, County Executive

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 Kenosha 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 Kenosha 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.

FEEES 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.

KENOSHA 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

GL-19-17

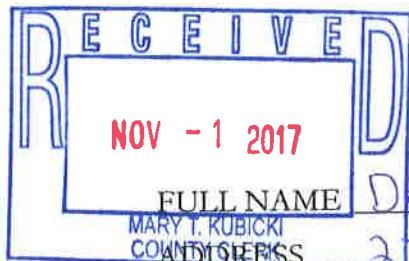


COUNTY OF KENOSHA

COUNTY CLERK

Mary T. Schuch-Krebs

1010 - 56th Street
Kenosha WI 53140
(262) 653-2552
Fax: (262) 653-2564



CLAIM AGAINST KENOSHA COUNTY

FULL NAME Doreen Imburgia DATE 10/27/17
ADDRESS 27511 115th St.

Trevor, WI 53179

TELEPHONE NUMBER: Home: cell 262-862-6919 cell 262-206-2818

Work: _____

DATE & TIME OF ACCIDENT OR LOSS 10/7/17 about 7:30 PM

LOCATION OF ACCIDENT Hwy 50 Salem, WI

DESCRIPTION OF ACCIDENT OR LOSS see attached estimate

Traveling east on Hwy 50 when struck by
Kenosha County Sheriff's vehicle in left side
of vehicle.

Crash Form DOT # KRL116FBO7
CPS # 000065-8764

WITNESS: Name Jeffrey Wing
Address 13900 Horton Rd
Kenosha, WI 53142
Phone 262-308-8512

AMOUNT OF CLAIM (damages) \$ 1437.52

CLAIMANT'S SIGNATURE Doreen Imburgia

Please attach receipts, estimates, and/or other supporting data to this form.

RETURN THIS FORM TO: KENOSHA COUNTY CLERK
1010 - 56TH STREET
KENOSHA WI 53140