

FILED
04-25-2022
Clerk of Circuit Court
Dodge County, WI.
2020CV000184

STATE OF WISCONSIN : CIRCUIT COURT : DODGE COUNTY

DODGE COUNTY DRAINAGE BOARD,

Plaintiff,

vs.

Case No. 20 CV 184

SPRINGBROOK ESTATE, LLC, et al.

Defendants.

STIPULATION RESOLVING ACTION

WHEREAS, the Dodge County Drainage Board (the "Board") on behalf of Dodge County Drainage District 88 ("the District") filed a complaint in this action requesting that the Court declare an updated drainage plan to be constructed on the Meylinks' property to be a repair and restoration for the District.

WHEREAS, John G. and Ruth Meylink (the "Meylinks") answered the complaint denying the Board's proposed actions were appropriate under law, and counterclaimed for breach of a prior settlement agreement, breach of the district's obligation to maintain and repair the waterways on the Meylink's property, and for equitable relief to stop persistent flooding of the Meylink's land.

WHEREAS, Springbrook Estate, LLC ("Springbrook") also answered the complaint denying the Board's proposed actions were appropriate under law.

WHEREAS, no other listed defendant in the complaint, Lake Sinissippi Improvement District, Wisconsin Department of Natural Resources, or Dodge County Antique Power Club, Inc., filed an answer or made any appearance in this action.

WHEREAS, the Meylinks have informed the Board that they intend to seek a permanent injunction to prevent the District from continuing to flood their property.

NOW, THEREFORE, the Board, Meylinks, and Springbrook, through their respective undersigned counsel, **hereby stipulate and agree** as follows:

1. In consideration of payment of \$90,000 by the District, Springbrook will execute an easement in favor of the District allowing a 24" dual wall pipe to be connected underground to, and flow water into, a private drainage system located on Springbrook's property according to the terms and conditions of that easement negotiated and agreed upon

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between Springbrook and the District.

2. The Board on behalf of the District will construct a catch basin on the Meylinks' property at the north end of the 42" culvert on County Road B, install a 24" dual wall pipe within the existing grassy waterway located on the Meylinks' property, and allow the Meylinks to install future tiling to the 24" dual wall pipe. The Board will then clean out and restore the contour and pitch of the grassy waterway to drain towards the Springbrook property. Except for the future tiling by the Meylinks, the work described in this paragraph shall be considered the "Drainage Repair" and will be performed at the District's cost. Connections to the 24" dual wall pipe shall be subject to Wis. Stat. § 88.92.

3. The Meylinks will contribute \$25,000 toward the Drainage Repair, the District's payment for the acquisition of the easement from Springbrook, and subsequent restoration of the grassy waterway on the Meylinks' property. Nothing in this Agreement constitutes a waiver of the Board's authority to levy, nor the Meylinks' obligation to pay, cost assessments levied under Wis. Stat. ch. 88 in connection with the Drainage Repair or any other lawful District 88 cost or expense. The contribution shall be made via check payable to Dodge County Drainage District 88 and paid within 30 days of the entry of the Court's order approving this Stipulation.

4. The Drainage Repair is expected to substantially reduce the ongoing maintenance and repair expenses to the grassy waterway located on the Meylinks' property and other property up stream.

5. The District's connection of its drainage systems to Springbrook's private drainage system is permitted under Wis. Stat. § 88.92. The Board is also permitted, on behalf of the District, to acquire the easement from Springbrook under Wis. Stat. § 88.21(6) which grants the Board the power to purchase lands, and "lands", per § 88.01(11), Stats., includes any interest in real property including an easement. Drainage facilities are not required to be located on district property per § 88.01(8), Stats.

6. This Stipulation, and the activities and payments contemplated herein, benefit all of the lands in the District. It is not the intent of the parties hereto to create a subdistrict, or that the Meylinks bear the entirety of the cost of the activities and payments contemplated herein.

7. The Drainage Repair is also a compromise of suits and controversies under Wis. Stat. § 88.21(2).

8. Because drainage proceedings are equitable in nature, the Court has authority under Wis. Stats. § 88.03 to declare the Drainage Repair to be a lawful act of the Board and also an appropriate remedy and resolution to this dispute.

9. The Meylinks and Springbrook withdraw their objection to, and join with the Board in amending its requests in its Complaint to request that, the Court approve this Drainage Repair as a lawful act of the Board and the appropriate remedy and resolution of this dispute.

10. The Meylinks' counterclaims, and prior claims of flooding on their property as a result of the District's actions, can be dismissed with prejudice.

11. This entire matter may be dismissed without further notice or hearing, and without costs or fees to any party.

Dated: 4/25/22

QBS LAW S.C.

Katherine Koepsell, Esq.
State Bar No. 1074259

Attorney for Plaintiff,
DODGE COUNTY DRAINAGE BOARD

Dated: 4/25/22

KASIETA LEGAL GROUP, LLC

Mark B. Hazelbaker, Esq.
State Bar No. 1010302

Attorney for Defendant,
SPRINGBROOK ESTATE, LLC

Dated: 4/25/22

ULLENBERG LAW OFFICES SC

Alexander L. Ullenberg, Esq.
State Bar No. 01023529
Emily A. Bauer, Esq.
State Bar No. 1121000

Attorney for Defendants and
Counterclaimants,
**JOHN G. MEYLINK and
RUTH M. MEYLINK**