



Sawyer County

Agenda

County Board of Supervisors Meeting
Thursday, March 16, 2023 @ 6:30 PM
Large Courtroom; Sawyer County
Courthouse/Virtual Meeting

Page

1. CALL TO ORDER

- a. To view or participate in the **virtual meeting** from a computer, iPad, or Android device please go to <https://zoom.us/j/95015680309>. You can also use the dial in at **1-312-626-6799** with the Webinar ID: 950 1568 0309. Use *9 to Raise/lower hand and *6 to Unmute/mute. If additional assistance is needed please contact the County Clerk's Office at 715-634-4866 prior to the meeting. This meeting will be recorded and will be available on our website at: <https://sawyercountygov.org>.

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. CERTIFICATION OF COMPLIANCE WITH THE OPEN MEETINGS LAW

5. MEETING AGENDA

6. PUBLIC COMMENTS

- a. At this time, members of the public will be given the opportunity to address the Board. Please adhere to the following when addressing the Board:
 - Comments will be limited to 3 minutes or less per individual.
 - Comments should be directed to the Board as a whole and not directed to individual Board members.
 - The Board cannot respond to your comments during this time.
 - Please sign in and fill out a public comment sheet if you wish to speak on an item.

7. CONSIDER APPROVAL OF MINUTES FROM PREVIOUS MEETING

- a. [2.16.23 County Board Minutes DRAFT](#)

8. ZONING COMMITTEE

- a. Chair Report

9. PUBLIC SAFETY COMMITTEE

- a. Chair Report
- 7 - 8 b. Resolution in Support of Increased County Child Support Funding
[Res 2023- In Support of Increased County Child Support Funding](#)
- 9 - 13 c. CJCC Bylaws Amendments (discussion and possible action)
[CJCC Sawyer County Bylaws Amend Jan 2022](#)
- 14 d. CJCC Appointments (discussion and possible action)
[CJCC Appointments- March 2023](#)

10. OPIOID SETTLEMENT UPDATE

- 15 - 19 a. Resolution Authorizing County to Enter Into the Settlement Agreements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, Inc., Agree to the Terms of the Addendum to the MOU Allocating Settlement Proceeds, and Authorize Entry Into the MOU with the Attorney General
[Res 2023- Enter Opioid Settlement with Retailers](#)
- 20 - 31 b. Addendum to Wisconsin Local Government Memorandum of Understanding
[WI-Local-Government-Addendum to Local MOU](#)
- 32 - 48 c. Memorandum of Understanding for the Allocation of Opioid Settlement Proceeds
[Wisconsin Opioid MOU \(Walgreens Walmart CVS Teva Allergan\) \(rev clean\)](#)
- d. Strategy to Address Opioids and Overdoses by Public Health

11. PUBLIC WORKS COMMITTEE

- a. Chair Report
- b. Courthouse Remodeling Update
- c. ATV/UTV Renewals and Ordinance Update (discussion only)
- d. Appointment of Highway Commissioner (discussion and possible action)

12. LAND, WATER, AND FOREST RESOURCES COMMITTEE

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- a. Chair Report
- b. 2023 Recreational Trail Aids Resolution
[Res 2023- Outdoor Recreational Trail Aids](#)

13. HEALTH AND HUMAN SERVICES BOARD

- a. Chair Report

14. FINANCE COMMITTEE

- a. Chair Report

15. ECONOMIC DEVELOPMENT & UW EXTENSION COMMITTEE

- a. Chair Report

16. COUNTY ADMINISTRATOR'S REPORT

50 - 52

- a. [Administrator's Report 2023-3](#)

17. CORRESPONDENCE, REPORTS FROM CONFERENCES AND MEETINGS

18. ADJOURNMENT

DISCLAIMER:

Copy sent via email to: County Clerk and News Media. Note: Any person wishing to attend whom, because of a disability, requires accommodation should call the Sawyer County Clerk's Office (715.634.4866) at least 24 hours before the scheduled meeting so appropriate arrangements can be made.

Mission Statement: *The Sawyer County Board of Supervisors will strive to provide excellent services and responsible leadership to protect and enhance Sawyer County citizens, businesses, and resources, while preserving our unique heritage.*

**Minutes of the February 16th meeting of the Sawyer County
Board of Supervisors
Large Courtroom; Sawyer County Courthouse/Virtual**



Voting Committee Members

Present (X)	District	Wards
☒ Dale Schleeter	01	T Lenroot W-1, T Hayward W-7, C Hayward W-5
☐ Jesse Boettcher	02	T Lenroot W-2, T Round Lake W-1
☒ Tweed Shuman	03	T Hayward W-1 & 2
☒ Stacey Hessel	04	T Hayward W-3 & 4
☒ Jason Weaver - virtual	05	T Hayward W-5 & 6
☒ Marc D. Helwig	06	C Hayward W-1 & 2
☒ Thomas W. Duffy	07	C Hayward W-3 & 4
☒ Marshal Savitski	08	T Bass Lake W-1 & 2
☒ Brian Bisonette - virtual	09	T Bass Lake W-3 & 4
☒ Michael Maestri - virtual	10	T Sand Lake, T Edgewater W-1
☒ Chris Rusk – virtual @ 6:41	11	T Edgewater W-2, T Bass Lake W-5, T Hayward W-8, T Meteor, T Couderay, V Couderay
☒ John Righeimer	12	T Spider Lake, T Round Lake W-2, T Winter W-1
☒ Ron Kinsley	13	T Hunter, T Radisson W-1, T-Ojibwa W-1, V Radisson
☒ Ron Buckholtz	14	T Radisson W-2, T Ojibwa W-2, T Weirgor, V Exeland, T Meadowbrook
☒ Ed Peters	15	T Winter W-2, T Draper, V Winter

Call to Order/Pledge of Allegiance— Chair Tweed Shuman called the meeting to order at 6:30 pm. Roll call was taken; quorum was met.

Certification of Compliance with the open meeting law was met.

Public Comments – Sheriff Doug Mrotek

Minutes from the previous meeting dated: January 19, 2023

Motion to approve made by: Mr. Peters Second by: Mr. Kinsley

Motion carried without negative vote.

Minutes from the February 9, 2023 Special County Board Meeting

Motion to approve made by: Mr. Kinsley Second by: Mr. Savitski

Motion carried without negative vote.

Economic Development & UW Extension Committee -

Chair Report – Mr. Righeimer advised that the UW-Extension hired an agriculture water specialist and he will reside in Barron County. The HLVCB showed us an impressive 60-second commercial on Hayward’s winter activities. The Historical Society attended and reported that at this time they are self-sustaining in regard to funding. The Weiss Library is investigating going fine-free for overdue books.

Birkie Week Update – Benn Popp was present to provide a review of upcoming Birkie activities. He handed out participant guides which gives information about where to park, information on the week’s events, etc. They expect

about 40,000 people to come to Hayward over the week's period. This will be the largest Birkie to date and CBS Sunday morning show will be here to highlight the community. Parking will be limited on some sides of the streets due to the large amount of snow we've received. Next year will be the 50th anniversary of the Birkie so special events will be planned. They are now in the process of doing an economic impact study, and the State has announced that Birkie week will be designated and recognized as "American Birkebeiner Week" in Wisconsin.

Zoning Committee -

Chair Report -- There were no Rezone requests for January. The Committee approved one Conditional Use Permit and discussed amending the ordinance to clarify language defining Multi-Dwelling Development and Resorts, but postponed until they can determine the potential tax implications.

Public Safety Committee -

Chair Report -- Mr. Buckholtz reviewed the highlights of the February meeting advising that the Sheriff's Department is still short of staff; the average daily jail population is 71.2 inmates. Our total bookings were down in 2022 compared to the previous three years. Sheriff Mrotek advised that 83% of our inmates are unemployed. Mr. Kruk reviewed the testing process that the radio equipment has undergone and provided options for what might be done to improve signal service. Mr. Blicharz will be reintroducing the county rabies vaccine clinics in March. The ambulance billing report was reviewed and the agency is currently at 28% recovery.

Public Works Committee -

Chair Report -- Mr. Kinsley recognized Mr. Hagberg in maintenance for all his work. The airport continues to have issues cleaning snow from the runway due to equipment problems. We do not yet have a replacement for the Highway Commissioner position. The ATV/UTV ordinance is still under development, and the courthouse project is expected to transition to the county in early April.

Land, Water, and Forest Resources Committee --

Chair Report -- Mr. Helwig reported the committee approved the fair market value on foreclosed properties. Survey crews have been having difficulties due to heavy snow on properties. Repairs continue on the Price and Upper Brunette Dams, and the 2022 wildlife damage claims were approved.

Tax Deed Land Sales Parcels List -- A list of 2015-2017 In Rem properties was provided including notes and recommendations about each property. Mr. Albarado reported that the LWFR Committee has set the minimum bids for these properties to go to auction.

Health & Human Services Board --

Chair Report -- Mr. Schleeter advised that the public health emergency ends at the end of February. Covid-19 cases continue to remain low. They are trying to hire a new director for the new Health Center at LCO. The Senior Center is working on ways to try to reduce expenses. A rep from GWAAR met with several members of the board to try to review means to reduce expenses but no definitive plans were made. The HHS budget tentatively looks to be on target for 2022, as there are some bills still outstanding.

Finance Committee --

Chair Report -- Mr. Kinsley advised that the 2022 first round of taxes have been collected. There is a property in the Village of Radisson needing attention, and the demo bids are currently very high. Mr. Markgren presented the budget updates. Capital improvements were reviewed as well as 2022 attorney fees, of which we receive some grant funds for offset. The ARPA, OPIOID and LATC funds were also reviewed.

County Administrator's Report -

A written report was provided. Mr. Albarado provided an update on the courthouse construction progress identifying that handover is delayed due to a late arrival of the HVAC equipment. We have received a response from the union and the first meeting to review the response was held; more work yet to be done. He reviewed several key open positions. We have received numerous open records requests which are in the process of being fulfilled. We

have \$125,000 of opioid funds on deposit now and an additional settlement with retailers is now underway. We are working with Public Health on the framework in which to use those funds. The Child Support MOU should be back to committee in March. There is a new round of broadband grants and two local grants will be applied for; the County will provide letters of support. The emergency declaration has been submitted. The Native American treaty will likely affect taxation in two of our townships but not significantly. The legislature and governor have also begun discussions regarding providing some form of financial relief options for mental health expenses to the counties.

Future Agenda Items -

Other Topics for Discussion Only -

Adjournment – 7:20 pm

Next Meeting: March 16, 2023 **Time:** 6:30 pm **Location:** Large Courtroom
Minutes recorded by Lynn Fitch, County Clerk

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37 WHEREAS: State investments in child support are amplified by a generous federal match.
38 Every \$1 of state GPR invested in the Child Support Program generates roughly
39 \$2 in federal matching funds; and

40 WHEREAS: Wisconsin's Child Support Enforcement Program is incredibly cost-effective,
41 collecting an average of \$6.43 in support for every dollar invested in the program.

42 **NOW, THEREFORE, BE IT RESOLVED that the Sawyer County Board of Supervisors**
43 **respectfully requests that state funding for county child support agencies be**
44 **increased by \$5 million GPR in each fiscal year of the 2023-25 Wisconsin**
45 **state budget, which will generate approximately \$9.7 million in additional**
46 **federal funding each year. This investment will ensure that Wisconsin**
47 **counties can continue to effectively provide economic support to our**
48 **children.**

49 **IT IS FURTHER RESOLVED that a copy of this resolution be forwarded by the County Clerk**
50 **to the Governor of the State of Wisconsin, State Senators and State**
51 **Representatives representing SAWYER COUNTY, the Secretary of the**
52 **Wisconsin Department of Administration, and the Wisconsin Counties**
53 **Association for consideration.**

54 _____
55 This Resolution is recommended for adoption by the Sawyer County Board of Supervisors at its meeting
56 on February 16, 2023, by this Sawyer County Public Safety Committee this 2nd day of February, 2023.

57 _____	_____
58 Ron Buckholtz, Chairman	Marc Helwig, Vice Chair
59 _____	_____
60 Ed Peters, Member	Marshal Savitski, Member
61 _____	
62 Jason Weaver, Member	

63 _____
64 This Resolution is hereby adopted by the Sawyer County Board of Supervisors this 16th day of February,
65 2023.

66 _____	_____
67 Tweed Shuman	Lynn Fitch,
68 Sawyer County Board of Supervisors Chairman	Sawyer County Clerk

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Sawyer County Criminal Justice Coordinating Council (CJCC) Bylaws

Article I: Name and Creation

The name of this council shall be the Sawyer County Criminal Justice Coordinating Council. It will be referred to as the "CJCC" throughout these Bylaws. The CJCC was created as part of a state-wide initiative to further the Mission set forth below. The CJCC is recognized by the Sawyer County (the "County") Board of Supervisors as an ad hoc committee of the County Board of Supervisors.

Article II: Bylaws

The CJCC has authority to adopt these Bylaws. These Bylaws have been reviewed, approved and adopted both the CJCC and the County Board of Supervisors.

Article III: Vision and Mission

VISION: Utilizing evidence-based practices making the criminal justice system a better investment toward improving the quality of life in Sawyer County.

MISSION: To promote implementation of effective criminal justice policies and practices maximizing justice and public safety

Article IV: Duties and Powers

1. The CJCC is created to act in an advisory capacity to both constitutionally elected officers and committees of the County Board of Supervisors which oversee programs and services related to criminal justice. The CJCC shall recommend to appropriate parties or committees actions including the creation, elimination or modification of programs, policies and procedures including the evaluation of the Sawyer County Criminal Justice Programs in accordance with the Sawyer County Criminal Justice Vision and Mission.
2. The CJCC shall help ensure coordinated efforts. Proposed policy changes relating to criminal justice may be brought to the CJCC for review and for recommendations to the appropriate committees or entity.
3. The CJCC may assist the County in setting priorities for the Sawyer County Criminal Justice System.
4. The CJCC shall assist in sharing the responsibility as it relates to new programs. It is understood that new directions and programming may involve some unforeseen consequences. It is the CJCC's responsibility as a whole to support its recommendations.
5. The CJCC may perform such other general functions necessary to implement its responsibilities, as directed by the County Board.

6. The CJCC may designate necessary subcommittees or workgroups to accomplish their work as well as be assigned responsibility for oversight of programs in absence of an existing oversight committee.

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6.7. Notwithstanding any provision in these Bylaws, the CJCC shall be subject to and conduct itself according to the County Board of Supervisors' Policy and Procedure Manual, as may be amended.

7.8. The CJCC shall be subject to all State of Wisconsin Statutes, codes, Executive Orders and other applicable laws and regulations.

Article V: Structure

Section A: Membership.

The CJCC shall consist of ~~thirteen-fifteen~~(1315) members (the "Members"). The CJCC shall have ~~fourteen twelve~~

(12) (14) voting members (the "Voting Members"), and the Chair shall be a non-voting member, as described in Article VI below. All the positions listed below, unless the position is elected Chair as described in Article VI below, shall be permanent Voting Members of this CJCC:

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- a. Sawyer County Circuit Court Judge
- b. Sawyer County Sheriff or designee
- c. Sawyer County District Attorney or designee
- d. Sawyer County Jail Administrator or designee
- e. Sawyer County Administrator
- f. Two (2) tribal government representatives
- g. State Public Defender Office representative
- h. Wisconsin Department of Corrections representative
- i. Two (2) Sawyer County Board of Supervisor
- j. Two (2) residents of Sawyer County
- k. LCO Tribal Judge
- l. Sawyer County Health and Human Services representative (staff)
- l.

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Section B: Adding Positions.

1. The CJCC may recommend to the County Board of Supervisors that additional positions be added to the CJCC, as the CJCC deems appropriate.
2. Adding positions to the CJCC will require an amendment to the Bylaws Article V, Section A: Membership. Adding a CJCC position requires a 3/4 majority of the appointed number of Voting Members and confirmation by the County Board of Supervisors.
3. If the newly-created position requires an election by the CJCC, then the CJCC will conduct an election to fill the position at the next regularly-scheduled CJCC meeting after

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the position is created. A CJCC appointment requires a majority vote of the Voting Members and confirmation by the County Board of Supervisors.

4. If the newly-created position requires an appointment by a department or organization, the Chair shall contact the department/organization and ask that a representative be appointed. All additional positions to the CJCC shall require confirmation by the County Board of Supervisors.

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Section C: Removal.

1. Any CJCC Member may be removed by the County Board of Supervisors, with or without cause, after a recommendation by the CJCC and a 2/3 a majority vote of the Voting Members.
2. Removal of a CJCC Member can be placed upon the agenda under CJCC New Business by the Chair or by a written petition from another Member submitted to the Chair.
3. If a Member is removed, the Chair shall contact the department/organization the removed Member represented and ask that another representative be appointed.
4. If the removed Member held a CJCC-elected position, the CJCC shall hold an election to fill the position at the next regularly-scheduled CJCC meeting after the Member is removed. Appointment of the new Member upon removal of another Member requires a majority vote of the Voting Members and shall be confirmed by the County Board of Supervisors.
5. A Member is eligible for removal from the CJCC due to nonparticipation after missing three (3) meetings, without sufficient cause, in a calendar year. Sufficient cause is to be determined by the Chair. Removal of a Member for nonparticipation requires a majority vote of the Voting Members and confirmation by the County Board of Supervisors.
6. A position on the CJCC may be removed only through an amendment to the Bylaws Article V, Section A: Membership. Removal of a CJCC position requires a 3/4 majority of the appointed number of Voting Members and shall be confirmed by the County Board of Supervisors.

Section D: Authority of the CJCC. The CJCC has no legal authority to order changes to Sawyer County's Criminal Justice System, but it may bring about changes through consensus by the participating departments, agencies and the County Board of Supervisors. The CJCC reviews policies and programs within the criminal justice system and makes final recommendations to all justice system partners.

Section E: Meetings.

1. Meetings of the CJCC shall be set by the CJCC at the end of their session for the following month. Notice of CJCC meeting times and locations shall be provided to all Members and duly posted in compliance with open meeting statutes.
2. Minutes of the CJCC meetings shall be documented and distributed to all Members of the CJCC. Minutes will also be posted in compliance with open meeting statutes. The CJCC Chairperson shall designate someone to take minutes for all CJCC meetings.
3. Recommendations of the CJCC will be made by a majority rule vote of Voting Members.

Section G: Quorum. A quorum must be complied with at all CJCC meetings. A quorum requires a 51% majority of Voting Members to be in attendance.

Article VI: Officers

1. The officers of the CJCC shall be a Chair and Vice-Chair. The CJCC shall elect officers biennially at the May meeting of even-numbered years. Such officers shall take office upon election. If an officer resigns or is removed, a replacement officer shall be elected by the CJCC at the next regularly-scheduled CJCC meeting.
2. The Chair shall be responsible for filing End-of Year Reports with the County Clerk. The Vice-Chair shall file an End of the Year Report with the Chair.
3. It shall be the responsibility of the Chair and Vice-Chair, in coordination with the County Administrator to:
 - a. Develop and cause to be published CJCC Agendas.
 - b. Prepare materials for CJCC Members in preparation for scheduled CJCC meetings. Materials may be emailed to Members when appropriate.
 - c. Any other actions that the Chair deems necessary for the efficient functioning of the CJCC.
4. The CJCC Chair is a quasi-nonvoting member of the CJCC and subject to the following:
 - a. The Chair can only vote in order to break a tie.
 - b. The Vice-Chair retains their Voting Member status on the CJCC. If the Vice-Chair acts as the Chair in the Chair's absence, (s)he may not vote for that meeting unless it is to break a tie.
5. The Chair shall preside at all CJCC meetings. The Vice-Chair shall preside in the absence of the Chair.

Article VII: Change in Bylaws

1. Any Voting Member may propose an amendment to the Bylaws. Proposed amendments to the Bylaws are to be included on the agenda of a CJCC meeting, any action taken on the proposed amendments must be made at a subsequent meeting of the CJCC and will require a minimum 2/3 majority vote of the appointed number of Voting Members.
2. Any amendment to the Bylaws shall be confirmed by the County Board of Supervisors.

CJCC Appointments – March 2023

- a. Sawyer County Circuit Court Judge
 - Hon. John Yackel
- b. Sawyer County Sheriff or designee
 - Sheriff Doug Mrotek
- c. Sawyer County District Attorney or designee
 - DA Bruce Poquette
- d. Sawyer County Jail Administrator or designee
 - Lt. Mike Woller
- e. Sawyer County Administrator
 - Andy Albarado
- f. Two (2) tribal government representatives
 - Lorraine Gouge
 - Tweed Shuman
- g. State Public Defender Office representative
 - Ryan Reed
- h. Wisconsin Department of Corrections representative
 - Katie Belanger
- i. Two (2) Sawyer County Board of Supervisor
 - Marc Helwig
 - Marshal Savitski
- j. Two (2) residents of Sawyer County
 - Kathy McCoy
 - Grant Gerber
- k. LCO Tribal Judge
 - Hon. Elaine Smith
- l. Sawyer County Health and Human Services representative (staff)
 - Julia Lyons, PHO

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WHEREAS, the County Board of Supervisors previously authorized the County to enter into an engagement agreement with von Briesen & Roper, s.c., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the “Law Firms”) to pursue litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the “Opioid Defendants”) in an effort to hold the Opioid Defendants financially responsible for the County’s expenditure of vast money and resources to combat the opioid epidemic;

WHEREAS, the Law Firms filed similar lawsuits on behalf of 66 other Wisconsin counties and all Wisconsin cases were coordinated with thousands of other lawsuits filed against the same or substantially similar parties as the Opioid Defendants in the Northern District of Ohio, captioned *In re: Opioid Litigation*, MDL 2804 (the “Litigation”);

WHEREAS, since the inception of the Litigation, the Law Firms have coordinated with counsel from around the country (including counsel for Milwaukee, Dane, Waukesha, and Walworth Counties) to prepare the County's case for trial and engage in extensive settlement discussions with the Opioid Defendants;

WHEREAS, the settlement discussions with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, Inc. (the “Settling Defendants”) resulted in a tentative agreement as to settlement terms pending agreement from the County and other plaintiffs involved in the Litigation;

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42 **WHEREAS**, the Settlement Agreements provide, among other things, for the payment of
43 certain sums to Participating Subdivisions (as defined in the Settlement Agreements) upon the
44 occurrence of certain events detailed in the Settlement Agreements;
45

46 **WHEREAS**, the County is a Participating Subdivision in the Settlement Agreements and
47 has the opportunity to participate in the benefits associated with the Settlement Agreement
48 provided the County (a) approves the Settlement Agreements; (b) approves the Memorandum
49 of Understanding allocating proceeds from the Settlement Agreements among the various
50 Wisconsin Participating Subdivisions, a copy of which is attached to this Resolution (the
51 "Allocation MOU"); (c) approves the Memorandum of Understanding with the Wisconsin
52 Attorney General regarding allocation of settlement proceeds, a copy of which is attached to this
53 Resolution (the "AG MOU"); and (d) the Legislature's Joint Committee on Finance approves the
54 terms of the Settlement Agreements and the AG MOU;
55

56 **WHEREAS**, 2021 Wisconsin Act 57 created Section 165.12 of the Wisconsin Statutes
57 relating to the settlement of all or part of the Litigation;
58

59 **WHEREAS**, pursuant to Wis. Stat. § 165.12(2), the Legislature's Joint Committee on
60 Finance is required to approve the Settlement Agreements and the AG MOU;
61

62 **WHEREAS**, pursuant to Wis. Stat. § 165.12(2), the proceeds from any settlement of all or
63 part of the Litigation are distributed 70% to local governments in Wisconsin that are parties to
64 the Litigation and 30% to the State;
65

66 **WHEREAS**, Wis. Stat. § 165.12(4)(b)2. provides the proceeds from the Settlement
67 Agreement must be deposited in a segregated account (the "Opioid Abatement Account") and
68 may be expended only for approved uses for opioid abatement as provided in the Settlement
69 Agreements;
70

71 **WHEREAS**, Wis. Stat. § 165.12(7) bars claims from any Wisconsin local government
72 against the Opioid Defendants filed after June 1, 2021;
73

74 **WHEREAS**, the definition of Participating Subdivisions in the Settlement Agreements
75 recognizes a statutory bar on claims such as that set forth in Wis. Stat. § 165.12(7) and, as a result,
76 the only Participating Subdivisions in Wisconsin are those counties and municipalities that were
77 parties to the Litigation (or otherwise actively litigating a claim against one, some, or all of the
78 Opioid Defendants) as of June 1, 2021;
79

80 **WHEREAS**, the Legislature's Joint Committee on Finance is not statutorily authorized or
81 required to approve the allocation of proceeds of the Settlement Agreements among Wisconsin
82 Participating Subdivisions;
83

84 **WHEREAS**, the Law Firms have engaged in extensive discussions with counsel for all other
85 Wisconsin Participating Subdivisions resulting in the proposed Allocation MOU, which is an

86 agreement between all of the entities identified in the Allocation MOU as to how the proceeds
87 payable to those entities under the Settlement Agreements will be allocated;
88

89 **WHEREAS**, the proposed Addendum to the MOU ("Addendum") provided with this
90 Resolution provides for allocation of settlement proceeds among the Wisconsin Participating
91 Subdivisions according to the same percentages as that provided in the previously-approved MOU
92 allocating the settlement proceeds of the settlements involving McKesson Corporation, Cardinal
93 Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc.,
94 Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.;

95
96 **WHEREAS**, there is provided with this Resolution a summary of the essential terms of the
97 Settlement Agreements, the deadlines related to the effective dates of the Settlement
98 Agreements, the ramifications associated with the County's refusal to enter into the Settlement
99 Agreements, the form of the Addendum, the form of the AG MOU, and an overview of the
100 process for finalizing the Settlement Agreements;

101
102 **WHEREAS**, the County, by this Resolution, shall deposit the proceeds of the Settlement
103 Agreements consistent with the terms of this Resolution and Wis. Stat. § 165.12(4)(b);
104

105 **WHEREAS**, pursuant to the County's engagement agreement with the Law Firms, the
106 County shall pay up to an amount equal to 25% of the proceeds from successful resolution of all
107 or part of the Litigation, whether through settlement or otherwise, plus the Law Firms' costs and
108 disbursements, to the Law Firms as compensation for the Law Firms' efforts in the Litigation and
109 any settlement;

110
111 **WHEREAS**, the Law Firms anticipate making application to the national fee fund
112 established in the Settlement Agreements seeking payment, in whole or part, of the fees, costs,
113 and disbursements owed the Law Firms pursuant to the engagement agreement with the County;

114
115 **WHEREAS**, it is anticipated the amount of any award from the fee fund established in the
116 Settlement Agreements will be insufficient to satisfy the County's obligations under the
117 engagement agreement with the Law Firms;

118
119 **WHEREAS**, the County, by this Resolution, and pursuant to the authority granted the
120 County in the applicable Order emanating from the Litigation in relation to the Settlement
121 Agreements and payment of attorney fees, shall authorize and direct the escrow agent
122 responsible for the receipt and distribution of the proceeds from the Settlement Agreements to
123 establish an account for the purpose of segregating funds to pay the fees, costs, and
124 disbursements of the Law Firms owed by the County (the "Attorney Fees Account") in order to
125 fund a local "backstop" for payment of the fees, costs, and disbursements of the Law Firms;

126
127 **WHEREAS**, in no event shall payments to the Law Firms out of the Attorney Fees Account
128 and the fee fund established in the Settlement Agreements exceed an amount equal to 25% of
129 the amounts allocated to the County in the Addendum;

130
131 **WHEREAS**, the intent of this Resolution is to authorize the County to enter into the
132 Settlement Agreements, the Addendum, and the AG MOU, establish the County's Opioid
133 Abatement Account, and establish the Attorney Fees Account; and
134

135 **WHEREAS**, the County, by this Resolution, shall authorize the County's corporation
136 counsel to finalize and execute any escrow agreement and other document or agreement
137 necessary to effectuate the Settlement Agreements and the other agreements referenced
138 herein;
139

140 **NOW, THEREFORE, BE IT RESOLVED:** the County Board of Supervisors hereby approves:
141

- 142 1. The execution of the Settlement Agreements and any and all documents ancillary
143 thereto and authorizes the [Board Chair] or designee to execute same.
- 144 2. The final negotiation and execution of the Addendum in form substantially similar
145 to that presented with this Resolution and any and all documents ancillary thereto
146 and authorizes the [Board Chair] or designee to execute same upon finalization
147 provided the percentage share identified as allocated to the County is
148 substantially similar to that identified in the Addendum provided to the Board with
149 this Resolution.
- 150
151 3. The final negotiation and execution of the AG MOU in form substantially similar
152 to that presented with this Resolution and any and all documents ancillary thereto
153 and authorizes the [Board Chair] or designee to execute same.
- 154
155 4. The execution by the [Board Chair] or designee of any additional documents or
156 agreements for the receipt and disbursement of the proceeds of the Settlement
157 Agreements as referenced in the Addendum.
- 158

159 **BE IT FURTHER RESOLVED:** all proceeds from the Settlement Agreements not otherwise
160 directed to the Attorney Fees Account shall be deposited in the County's Opioid Abatement
161 Account. The Opioid Abatement Account shall be administered consistent with the terms of this
162 Resolution, Wis. Stat. § 165.12(4), and the Settlement Agreements.
163

164 **BE IT FURTHER RESOLVED:** the County hereby authorizes the establishment of an
165 account separate and distinct from any account containing funds allocated or allocable to the
166 County which shall be referred to by the County as the "Attorney Fees Account." An escrow
167 agent shall deposit a sum equal to up to, but in no event exceeding, an amount equal to 20% of
168 the County's proceeds from the Settlement Agreements into the Attorney Fees Account. If the
169 payments to the County are not enough to fully fund the Attorney Fees Account as provided
170 herein because such payments are made over time, the Attorney Fees Account shall be funded
171 by placing up to, but in no event exceeding, an amount equal to 20% of the proceeds from the
172 Settlement Agreements attributable to Local Governments (as that term is defined in the
173 Allocation MOU) into the Attorney Fees Account for each payment. Funds in the Attorney Fees

174 Account shall be utilized to pay the fees, costs, and disbursements owed to the Law Firms
175 pursuant to the engagement agreement between the County and the Law Firms provided,
176 however, the Law Firms shall receive no more than that to which they are entitled under their
177 fee contract when considering the amounts paid the Law Firms from the fee fund established in
178 the Settlement Agreements and allocable to the County. The Law Firms may make application
179 for payment from the Attorney Fees Account at any time and the County shall cooperate with
180 the Law Firms in executing any documents necessary for the escrow agent to make payments out
181 of the Attorney Fees Account.

182
183 **BE IT FURTHER RESOLVED** that all actions heretofore taken by the Board of Supervisors
184 and other appropriate public officers and agents of the County with respect to the matters
185 contemplated under this Resolution are hereby ratified, confirmed and approved.

186
187 This Resolution is recommended for adoption by the Sawyer County Board of Supervisors
188 at its Administrative Committee meeting on March 9, 2023.

189
190 _____
191 Tweed Shuman, Chair

Ron Buckholtz, Vice-Chair

192
193 _____
Dale Schleeter, Member

Ron Kinsley, Member

194
195 _____
Tom Duffy, Member

196
197
198 Adopted by the County Board of Supervisors this 16th day of March, 2023.

199
200
201 _____
202 Tweed Shuman
203 County Board Chairman

Lynn Fitch
County Clerk

204
205
206
207
208

**ADDENDUM TO WISCONSIN LOCAL GOVERNMENT
MEMORANDUM OF UNDERSTANDING**

WHEREAS, the Local Governments entered into the MOU for purposes of memorializing their agreement surrounding, among other things, allocation of the proceeds of the settlements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho- McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.;

WHEREAS, the settlement discussions with Walgreens, Walmart, CVS, Teva, and Allergan resulted in tentative agreements as to settlement terms (“Settlement Agreements”) pending agreement from the State of Wisconsin, the Local Governments and other parties involved in the Litigation; and

WHEREAS, the Local Governments intend this Addendum to the MOU to effectuate the terms of the Settlement Agreements and allocate the proceeds of the Settlement Agreements to each of the Local Governments in the same manner and same percentages as set forth in the MOU and Exhibit A thereto.

NOW, THEREFORE, the Local Governments enter into this Addendum to the MOU upon the terms described herein.

1. The Local Governments ratify, confirm and agree in all respects to the MOU. By this Addendum, the Local Governments agree that any and all proceeds of the Settlement Agreements defined herein shall be distributed, allocated and otherwise disposed of in the same manner as set forth in the MOU and Exhibit A thereto.
2. Nothing in this MOU is intended to alter or change any Local Government’s right to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the receipt and expenditure of Opioid Funds.
3. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereby execute this Addendum as of the date set forth below.

ON BEHALF OF THE LOCAL GOVERNMENTS:

_____	Date: _____
Adams County	
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Ashland County	
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Barron County	
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Bayfield County	
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**WISCONSIN STATE-LOCAL GOVERNMENT MEMORANDUM OF
UNDERSTANDING FOR THE ALLOCATION OF
OPIOID SETTLEMENT PROCEEDS**

WHEREAS, the State of Wisconsin (“State”), its communities, and their people have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, specifically related to the covered conduct by Defendants *In re: Opioid Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio (“Litigation”);

WHEREAS, certain Wisconsin local governments identified on the attached Exhibit A (“Local Governments”), through their counsel, and the State of Wisconsin, through its Attorney General, are separately engaged in investigations, litigation, and settlement discussions seeking to hold the Defendants in the Litigation accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

WHEREAS, the State of Wisconsin and the Local Governments share a common desire to abate and alleviate the impacts of the misfeasance, nonfeasance and malfeasance described above throughout the State of Wisconsin and in its local communities;

WHEREAS, the settlement discussions with Walgreens, Walmart, CVS, Teva, and Allergan (“Settling Defendants”) resulted in tentative agreements as to settlement terms (“Settlement Agreements”) pending agreement from the State of Wisconsin, the Local Governments and other parties involved in the Litigation;

WHEREAS, while the Local Governments and the State recognize that the sums which may be available from the aforementioned Settlement Agreements will likely be insufficient to fully abate the public health crisis caused by the Opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort;

WHEREAS, the State of Wisconsin enacted Wis. Stat. § 165.12 which provides for an allocation of opioid settlement proceeds;

WHEREAS, the State and the Local Governments intend this Memorandum of Understanding (“MOU”) to effectuate the terms of future Settlement Agreements arising out of the Litigation in a manner consistent with Wis. Stat. § 165.12(2); and

WHEREAS, this MOU does not supersede or alter any previously agreed upon MOU between the State and Local Governments related to the Litigation.

NOW, THEREFORE, the State and the Local Governments, enter into this MOU upon the terms described herein.

1. As used in this MOU, the term “Opioid Settlement Proceeds” shall mean all funds allocated by a Settlement Agreement (“Settlement Payments”) to the State or Local

Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. "Opioid Settlement Proceeds" do not include the "Additional Restitution Amount" (also known as additional remediation, or any other fund, proceed, or amount paid to States who did not utilize outside counsel), reimbursement of the United States Government, or separate funds identified in Settlement Agreements as direct or indirect compensation for a Party's litigation fees, expenses, and/or costs.

2. The Settlement Administrator shall directly distribute the Opioid Settlement Proceeds to the State and to Local Governments in such proportions and for such uses as set forth in this MOU.
3. Opioid Settlement Proceeds shall be allocated as follows: (i) 30% to the State of Wisconsin ("State Share"); and (ii) 70% to Local Governments ("LG Share"). Opioid Settlement Proceeds shall not be considered funds of the State or any Local Government unless and until such time as each annual distribution is made.
4. 100% of the "Additional Restitution Amount" shall be paid to the State and deposited with the Department of Health Services.
5. Except for Opioid Settlement Funds expended in payment of attorney fees as provided in Wis. Stat. § 165.12(6), all Opioid Settlement Proceeds, regardless of allocation, and the entire "Additional Restitution Amount," shall, consistent with Wis. Stat. § 165.12(3) and (4), and except as provided in Wis. Stat. § 165.12(5), be utilized only for purposes identified as approved uses for abatement in a Settlement Agreement.
6. If any portion of the LG Share is used for the payment of owed attorney fees as authorized under Wis. Stat. § 165.12(6), the Local Governments shall report to the Attorney General and the Joint Committee on Finance the amount of the payment(s) and provide the contract(s) under which the attorney fees are purportedly owed.

Notwithstanding any limitations or characterization of funds herein to the contrary, any payments for attorneys' fees and expenses may only be paid for out of the owing Local Governments' share.

7. The parties agree to comply with the terms of the Settlement Agreements, including but not limited to (a) a requirement that a certain percentage of the Settlement Payment be spent on remediation, and (b) that at least 70% of a Settlement Payment be used solely for future Opioid Remediation as defined by the Settlement Agreements.
8. The LG Share shall be paid to each Local Government by the Settlement Administrator based on the allocation created and agreed to by the Local Governments which assigns each Local Government a percentage share of the LG Share, less any applicable attorney fees as authorized under Wis. Stat. § 165.12(6) and referenced above.

9. Nothing in this MOU is intended to alter or change any Local Government's right to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the receipt and expenditure of Opioid Settlement Proceeds. Notwithstanding the foregoing, only Local Governments who are Participating Subdivisions under a Settlement Agreement, and who agree to the terms of this MOU may directly receive Opioid Settlement Proceeds.
10. Notwithstanding any limitations or characterization of funds herein to the contrary, any payments for Local Government attorney's fees and expenses may be applied only to the LG Share or any Local Government share of the LG Share. The State shall have no responsibility for payment of attorneys' fees or litigation expenses.
11. The parties understand that the United States may claim a portion of the Opioid Settlement Proceeds for Medicaid reimbursement. The parties agree that, to the extent a claim for Medicaid reimbursement is made, the parties shall bear the liability for the reimbursement on a pro rata basis based upon the particular claims made by the United States related to the Medicaid reimbursement. The parties agree to meet, confer, and cooperate in good faith concerning the allocation of any such liability.
12. The Attorney General may extend this MOU to apply to future settlements with other entities who engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, specifically related to the covered conduct by Defendants in the Litigation. To exercise this option, the Attorney General shall send written notice to counsel for the Local Governments. The Local Governments shall have 30 days from the date of the notice to express in writing any objection(s) to the extension of the MOU to the settlement(s). If any Local Government objects to the extension of the MOU to the settlement(s), it shall not be extended.

Notice to the Local Governments shall be sent via regular U.S. Mail or email to:

Andrew Phillips
Attolles Law, s.c.
222 E. Erie Street
Suite 210
Milwaukee, WI 53202
aphillips@attolles.com

Erin Dickinson
Crueger Dickinson LLC
4532 N. Oakland Ave.
Milwaukee, WI 53211
ekd@cruegerdickinson.com

Burton LeBlanc
2600 CitiPlace Drive
Suite 400
Baton Rouge, LA 70809
bleblanc@baronbudd.com

Shayna Sacks
360 Lexington Avenue
Eleventh Floor
New York, NY 10017
ssacks@napolilaw.com

Christopher Smith
von Briesen & Roper, s.c.
411 E. Wisconsin Ave.
Suite 1000
Milwaukee, WI 53202
christopher.smith@vonbriesen.com

Steven Nelson
von Briesen & Roper, s.c.
411 E. Wisconsin Ave.
Suite 1000
Milwaukee, WI 53202
steven.nelson@vonbriesen.com

Any objection(s) by a Local Government shall be sent via regular U.S. Mail or email to:

Laura E. McFarlane
Assistant Attorney General
Wisconsin Department of Justice
17 W. Main Street
Post Office Box 7857
Madison, Wisconsin 53707-7857
mcfarlanele@doj.state.wi.us

and

R. Duane Harlow
Assistant Attorney General
Wisconsin Department of Justice
17 West Main Street
Post Office Box 7857
Madison, Wisconsin 53707-7857
harlowrd@doj.state.wi.us

13. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereby execute this MOU as of the date set forth below.

ON BEHALF OF THE STATE OF WISCONSIN:

Attorney General Josh Kaul

Date: _____

ON BEHALF OF THE LOCAL GOVERNMENTS:

Adams County
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Ashland County
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Milwaukee County
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Cudahy, City of
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Franklin, City of
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Greenfield, City of
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Milwaukee, City of
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Oak Creek, City of
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South Milwaukee, City of
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Wauwatosa, City of
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West Allis, City of
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EXHIBIT A
Litigating Local Governments

Adams County
Ashland County
Barron County
Bayfield County
Brown County
Buffalo County
Burnett County
Calumet County
Chippewa County
Clark County
Columbia County
Crawford County
Dane County
Dodge County
Door County
Douglas County
City of Superior
Dunn County
Eau Claire County
Florence County
Fond Du Lac County
Forest County
Grant County
Green County
Green Lake County
Iowa County
Iron County
Jackson County
Jefferson County

Juneau County
Kenosha County
City of Kenosha
Village of Pleasant Prairie
Kewaunee County
La Crosse County
Lafayette County
Langlade County
Lincoln County
Manitowoc County
Marathon County
Marinette County
City of Marinette
Marquette County
Menominee County
Milwaukee County
City of Cudahy
City of Franklin
City of Greenfield
City of Milwaukee
City of Oak Creek
City of South Milwaukee
City of Wauwatosa
City of West Allis
Monroe County
Oconto County
Oneida County
Outagamie County
Ozaukee County

Pepin County
Pierce County
Portage County
Price County
Racine County
Village of Mount Pleasant
Village of Sturtevant
Village of Union Grove
Town of Yorkville
Richland County
Rock County
Rusk County
Sauk County
Sawyer County
Shawano County
Sheboygan County
St Croix County
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RESOLUTION #2023 - _____

RESOLUTION FOR OUTDOOR RECREATION AIDS

WHEREAS Sawyer County is interested in acquiring or developing lands for public outdoor recreation purposes as described in the application; and

WHEREAS, financial aid is required to carry out the project;

THEREFORE, BE IT RESOLVED, that Sawyer County has budgeted a sum sufficient to complete the project or acquisition and

HEREBY AUTHORIZES the Sawyer County Forest Administrator, Sawyer County Forestry Department to act on behalf of Sawyer County to:

- Submit an application to the State of Wisconsin Department of Natural Resources any financial aid that may be available;
- Submit reimbursement claims along with necessary supporting documentation within months of project completion date;
- Submit signed documents; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that Sawyer County will comply with the state or federal rules for the programs to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site.

This Resolution is recommended for adoption by the Sawyer County Board of Supervisors at its meeting on March 16th, 2023 by this Sawyer County Land Water and Forest Resources Committee on this 8th day of March, 2023.

Jesse Boettcher (Chair)	_____
Marc Helwig (Vice Chair)	_____
Brian Bisonette	_____
Ed Peters	_____
Jason Weaver	_____

This Resolutions hereby adopted by the Sawyer County Board of Supervisors this 16th day of March, 2023.

_____ Tweed Shuman County Board Chairman	_____ Lynn Fitch County Clerk
--	-------------------------------------

County Administrator's Work Report

March 16, 2023



Courthouse Renovation

\$6.17 million of work completed with pay orders submitted. Approx \$2.45 million remaining.

Original Construction/Project Manager agreement total of \$8,618,746 plus change order of \$55,903.67 for an amended agreement of \$8,674,649

Owner Contingency fund currently at \$45,839 (original \$395,789).

The HVAC and Electrical equipment delaying project has arrived, and we are still on track for turnover at the end of March.

Additional issues coming up as the transition to occupancy and start on Phase 2 is being planned.

Personnel

Union Negotiations – No additional exchanges.

Recruiting for

HHS – Director

HHS – Children, Youth, Family Supervisor

HHS -- Social Worker/CPS Caseworker- no new hires, additional resignations.

HHS – Birth to 3 Program Coordinator

HHS – Administration Fiscal Assistant

HHS – Mental Health Therapist

Highway – Driver/Operator

Sheriff – Dispatch, Jailer

Ambulance - All positions.

Significant struggles in HHS – CYF/CPS – due to loss of staff. Variety of reasons to loss of staff. A number of Counties experiencing similar issues, which makes it hard to get assistance. We do have other Counties who are assisting on specific cases, and we also have contracted for interim Supervision. Also, pursuing contracted or LTE support from additional social workers, and agencies for specific functions.

Employee benefits – New benefits consultant/Health Insurance Broker – Brown & Brown.

Corporation Counsel –continued work on a number of items with Counsel (Zoning, Records Request, policy reviews, and agreements). There are a couple of larger looming items related to historical dam records and road easements.

Municode – 1st update is in process

Criminal Justice Collaborating Council

Bylaws update approved by CJCC

Opioid Funding/Overdoes strategy being formulated.

Treatment Court workgroup established.

Opioid Settlement Status

No new details on Securitization. At this point this is not moving ahead.

We have about \$121,000 in Opioid Settlement funds thus far, and they are held in segregated fund.

Additional settlement forthcoming at March Board meeting. Estimate of 60-80% increase in total proceeds. Best guess is \$250-350k additional funds over life of settlement for County.

Public Health has taken lead on gap analysis and putting together a framework to address Opioid overdoses. Framework includes Prevention, Harm Reduction, Treatment, and Recovery. Multi-faceted. Has been presented to CJCC, and will be presented to County Board in March, budget to be submitted for approval in following month.

Treatment and Diversion

Justice Point continues work, and County has TAD grant for \$225,000 for 2023 for fully implementing Treatment Court and continuing Diversion work.

Policy –

Reviewing current policies and identifying gaps.

Tax Deed Land

Outstanding Items involving LCO

Child Support MOU – still in progress, only a couple issues remaining

161 Agreement (child placements) – approved and signed.

ATV/UTV ordinance – still in progress – working with partners, additional conversations with LCO.

Airport

Runway rehabilitation project has been delayed until 2025, due to availability of funds. An application for federal discretionary funds has been submitted. Other avenues to bring project back up to 2024 being pursued.

There will be an updated petition for work brought to the committee and board for approval.

Broadband

Have provided support for BevComm and Charter applications for current round of PSC funding.

BEAD – grant from State for broadband planning. Ec. Dev. Committee approved participating with region to fulfill BEAD requirements.

County Ambassador Program (WCA)

Next visit is in April – on Mental Health items.

WCA Legislative Event in February

Heard perspectives/positions from Governor and Legislature

Governor has introduced his budget and now Legislature is holding hearings to formulate and introduce their budget.

It is anticipated that changes to local government funding will be included in both versions of budget.

Tribal land taxation changes – no update