



Executive Committee Meeting

Friday, March 3, 2023 – 8:00 a.m.

Barron County Government Center – Auditorium
335 East Monroe Avenue – Barron, Wisconsin 54812

AGENDA

1. Call to Order
2. Public Meeting Notification
3. Special Matters and Announcements (Non-Action Items)
4. Approve Agenda
5. Public Comment
6. Approve Minutes of February 1, 2022
7. Register of Deeds Transfer Fee – 50% Retainage
8. Broadband Equity and Development (BEAD) Grant Application
9. Write Off of Tax Certificates – 220 East Charles Street in the City of Rice Lake
10. Resolution – Authorizing Barron 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
11. Approve out of State Travel – 3 DHHS Employees, Houston, TX for National Treatment Court Conference (June 26-29, 2023)
12. Staff Reports & Updates
 - a. UW Two Year Campuses
 - b. Account Carryovers 2022-2023
 - c. ITBEC Memo
 - d. E-Infosys
 - e. 2023 WTE Operator Training – June 2023
 - f. Supreme Court Policy and Planning Committee
 - g. Updated 2022 Final Health Insurance Numbers
 - h. Rittman, Ohio – Tax Collection
13. Review Voucher Edit Lists
14. Suggestions for Future Agenda Items
15. Set Date for Next Meeting
16. Adjournment

PLEASE CALL 715-537-6841 IF YOU ARE UNABLE TO ATTEND

cc: Okey, Bartlett, Hanson, Thompson, Heinecke, Moen, Cook, Buchanan, Rogers, Administrator, Corp Counsel, HR Director, Finance Director, Treasurer, Website & 3 Public Postings

Any person with a qualifying disability under the Americans with Disabilities Act and requires the meeting or materials at the meeting to be in an accessible format must contact the County Clerk's office at 715-537-6200 at least 24 hours prior to the meeting so that arrangements can be made to accommodate your request.



Executive Committee Meeting
Wednesday, February 1, 2023 – 8:00 a.m.
Barron County Government Center – Auditorium
335 East Monroe Avenue – Barron, Wisconsin 54812

MINUTES

COMMITTEE MEMBERS PRESENT IN PERSON: Karolyn Bartlett, Stan Buchanan, Randy Cook Sr, Bun Hanson, Dale Heinecke, Carol Moen, Louie Okey, Bob Rogers and Marv Thompson.

COMMITTEE MEMBERS ATTENDING VIRTUALLY: None.

COMMITTEE MEMBERS ABSENT: None.

STAFF PRESENT IN PERSON: Sheriff Fitzgerald, Administrator French, County Clerk Hodek, ROD Katterhagen, Corporation Counsel Muench, HR Director Richie and Treasurer Sommerfeld.

OTHER COUNTY BOARD SUPERVISORS PRESENT: Kathy Krug, Gary Nelson and Diane Vaughn.

CALL TO ORDER: Chair Okey called the meeting to order at 8:00AM.

PUBLIC MEETING NOTIFICATION: Administrator French read the Public Meeting Notification.

SPECIAL MATTERS AND ANNOUNCEMENTS (NON-ACTION ITEMS): Administrator French stated the County employees will be wearing red this week in support for American Red Cross Heart Healthy Month. County Administrator French also received numerous thank you's from employees for the lunch gift cards each full time employee received for Training Day on January 16.

APPROVE AGENDA: Motion: (Bartlett/Heinecke) to approve. Carried.

PUBLIC COMMENT: None at this time.

APPROVE MINUTES OF JANUARY 4, 2023: Motion: (Thompson/Moen) to approve. Carried.

ORDINANCE – REVISING AND ADOPTING BARRON COUNTY BOARD RULES & PROCEDURE CHANGES: Corporation Counsel Muench gave an overview of the proposed ordinance and answered questions from the Board. **Motion: (Cook/Hanson)** to accept the County Board Rules & Procedures as presented and send to County Board for full County Board for approval. Carried on a roll call vote with 7 Yes and 2 No (Buchanan and Heinecke).

RESOLUTION – AUTHORIZING UPGRADES TO THE BARRON COUNTY 911 DISPATCH SYSTEM: Sheriff Fitzgerald gave an overview of the grant. Discussion. **Motion: (Cook/Buchanan)** to approve. Carried.

APPROVE BARRON COUNTY POLICY RELATING TO ACT 216: County Administrator French, Treasurer Sommerfeld and Corporation Counsel Muench gave an overview of the legislative changes and answered questions from the Committee. **Motion: (Thompson/Rogers)** to approve. Carried.

OUT OF STATE TRAVEL

- A. JEFF SIREK – EMPOWER / LASERFICHE CONFERENCE: ORLANDO, FLORIDA OR DALLAS, TEXAS (APRIL 2023):** **Motion: (Bartlett/Cook)** to approve. Carried.

COUNTY ADMINISTRATOR – SUCCESSION PLAN: Chair Okey gave a background of the succession planning process. Discussion. County Administrator French also told the Committee that many of the Department Heads have a current employee that would be willing to serve as an interim Department Head if needed. **Motion: (Cook/Hanson)** to accept the proposed succession plan with the changes to



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MINUTES

include the County Board Chair to the Management Team Committee and the five members of this Committee would then appoint a new County Administrator. Carried.

STAFF REPORTS & UPDATES

- A. **OPIOID LAWSUIT SETTLEMENT – RETAILERS:** This is currently in process and needs approval from the Wisconsin Attorney General. Funds would be available in March at the earliest.
- B. **ISLAND CITY SNOWMOBILE & ATV CLUB LOAN REQUEST:** This funding request will be coming to the full County Board in February.
- C. **AGING KITCHEN / JAIL REHAB UPDATE:** The encumbrance for the plans for the Aging Kitchen and Jail Rehab will be brought to the full County Board in February.

REVIEW VOUCHER EDIT LISTS: Included in the packet.

SUGGESTIONS FOR FUTURE AGENDA ITEMS:

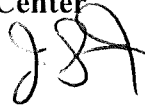
1. County Board Supervisor Per Diem Rates for Next Term Beginning in 2024 - July

SET DATE FOR NEXT MEETING: Friday, March 3, 2023 at 8:00AM.

ADJOURNMENT: Chair Okey adjourned the meeting at 8:38AM.

Respectfully Submitted,
Jessica Hodek, Barron County Clerk

Administrator's Memo
Executive Committee Meeting
Friday March, 3rd, 2023 8am, Veterans Memorial Auditorium
Barron County Government Center
Administrator French



Introductory Remarks: Please be patient, there are many moving parts with this update. Thank you.

#3. Special Matters and Announcements:

None at this time.

#7. Register of Deeds - 50% - Retainage:

Margo and I have talked about this possibility and I have included in the packet resolutions passed by other Counties along with additional information. My concern is with the entire State Budget being "in-flux", and the Governor proposing giving us 1 cent of sales tax or approximately, \$5-\$10M in additional revenue. My concern; is are we asking for pennies and giving up dollars? Something to consider.

I certainly, can understand us wanting to join with other counties and asking for a 50/50 split on ROD fees. If this is the decision we also, in my opinion, need to include this resolution with the WCA Annual Meeting packet of resolutions.

#8. Broad Band Equity and Development Grant Application, BEAD

This is a tough one... Why? Please read my email of 2-10-2023 drafted to Chair Okey and EDC Director Armstrong along with Dave's response. I certainly understand Dave's points.

I have also included for review the Professional Proposal Dave references in his email but, as i do the number they lay out, something, like this.

Field Analysis:	\$ 49,900
Travel, mileage, etc.,	\$ 6,280
Technical Plan	\$ 49,900
Total	\$ 106,080
Less: estimated grant revenue	\$ (20,000)
Net cost to Barron County	\$ 86,080

If approved these dollars would need to come from Unassigned Fund Balance or the 2023 Contingency Fund.

My real concerns are two fold:

- #1. No B/C Staff member has the expertise, or time to oversee this project
- #2. I don't really know what the ultimate goal of the grant is?

NOTE, on Friday afternoon, 2-24 Dave Armstrong notified me that he wants to take over this grant. Be aware these dollars flow to Barron County, so "we are on the hook" for whatever.

If Dave wants to take this project on that's fine but, the County has allocated no funds, I know that I don't have time and in talking to IT Director Peterson, he definitely does not have time.

So the real question is; is the Committee willing to allow Dave to oversee this project?

#9. Write-off of Tax Certificate - 220 E. Charles Street, City of Rice Lake:

Included with the packet is a memo from Treasurer Sommerfeld requesting the write-off of \$425.80, in tax certificate taxes on property located at 220 East Charles Street in the City of Rice Lake. This is the old Broten property for-which EDC Director Armstrong has been working with the DNR to get cleaned up.

I recommend that the minutes reflect the write-off of this tax certificate.

#10. Resolution Authorizing Opioid Settlement with Various Retailers:

As you are aware this approval has been coming for a while. I have included in the packet the information given to me by our attorney's. Some of the documents are in DocuSign and in my name, and therefore I need to sign them. What is germane is for this Committee to recommend approval. Why? Because the more municipalities that sign-on up-front the more money we receive. As I understand it, when we settled with the distributors 100% of the Wisconsin Municipalities signed on to the original agreement and therefore we received the most money, as compared to other municipalities that did not.

I recommend this Committee recommend to the County Board approval of these documents as printed and presented.

#11. Approval of Out of State Travel:

Three HHS Staff are requesting this out of State Travel, to the National Treatment Court Conference in Houston Texas. The conference cost and travel is covered by the Family Drug Treatment Court grant.

I recommend approval.

#12. Staff Reports and Update:

a. UW Two Year Campuses:

If you are not aware the Richland Center Campus, Richland County is being closed by the UW System. The UW will still have a presence at the Campus but will not be offering degree programming, as I understand it. This has sparked quite a debate state-wide about the roles and responsibilities of the Counties to continue to provide the buildings, facilities and maintenance as required by the 1960 era, 75 year contracts, with the Board of Regents.

At the meeting a Power Point presentation will be projected.

b. Account Carryovers, 2022 to 2023

I asked Jodi to carry over approximately \$22,000 from 2022 to 2023 in the County Board budgeted line items.

c. ITBEC Memo:

I have included this memo at the request of Chair Okey and no action is required. I do however, want the Committee to give some thought regarding how to proceed. Supervisor Langman has responded to this information thanking me and asking for no specific action at this time. Again, this fall under the category of, "noodling-on."

d. E-Infyosys:

I specifically put this on the Agenda because I do not want this Committee to lose sight of the fact that the client management system upon which some parts of Health and Human Services operates is:

- A: An in-house home-grown system that Jeff Sirek maintains.
- B: That the various platforms upon which the current system is running will possibly need updating in the future, or replaced entirely with a packaged program. Along with the fact that this system and the County accounting software, alio, must communicate.
- C: Barron County has been extremely lucky to have an IT staff that developed this software at no cost.

So, what's the bottom line: I want this subject on this Committee's radar, because when the time comes to replace this software, in the next 1 to 5 years it will not be cheap to replace.

Second this subject has been discussed with this committee in the past when Mark Koenecke was IT Director. Again, no action needed just recognition.

e. 2023 WTE Operator Training - June 2023

June 5th to 9th this training will be held here at the G/C. I mention this because Ray Zeman did a fantastic job of saving Barron County tens of thousands of dollars versus how this training used to occur. Or more importantly if we had to travel to Iowa or Virginia for this training.

Als a heart-felt thank you to UWECBC for working cooperatively with us to bring this training locally.

f. Wis., Supreme Court Policy and Planning Committee:

I sit on this state-wide committee and there are several salient points I want this Committee to be aware of. Supreme Court Rule - 68, 12-7-2022

- #1. Court security is a priority for the Wis. Supreme Court.
- #2. Working with the locals to help them understand this need.
- #3. Re-affirming the proceedings which take place within a court-room are under the control of the presiding judge.

g. Updated on 2022 Final HI Numbers:

This information is included in the packet, Rachael and I will discuss with the Committee.

Other pertinent information:

As of February 8th, 77 members have filled 218 prescriptions with RxNgo saving hundreds of dollars per month, for them in out of pocket costs

h. Rittman Ohio:

I included this agenda item because it falls under the, "wow, it can always be worse!!"

If you are not aware, Rittman Ohio has been collecting an additional .5% of local income taxes over and above what they were authorized to, and they've been doing so for the past 15 years. Yikes!

#12. Review Voucher Edit Lists:

Included in the packet and I will have paper copies available, or paper copies available from Wendy.

#13. Suggestion for Future Agenda Items:

Possible Tuition reimbursement program, (concept)

#14. Set Next Meeting Date:

Wednesday April 5th, 8am

#15. Possible Closed Session

As of the date of writing this update I do not see the need for a Closed Session. If this changes Jess or Wendy will amend the Agenda accordingly.

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MONTHLY SUMMARY SHEET

Totals 2022

Month	Escrow Payment Fund	Paid Charge Fund	Transfer State 80% Fund	Land Records State	Over Payment Fund	State Child Abuse Fund	DOA Fund	Transfer County 20 % Fund	Laredo Fund	County General Fund	Land Records County Fund	Acct Totals	Charge (minus)
	26900	13130	24214	24215	24227	24229	24230	41230	46120	46130	46135		13130
January	8,341.15	120.00	47,327.28	5,089.00	-	721.00	2,176.00	11,831.82	7,225.65	14,385.00	5,816.00	103,032.90	(100.00)
February	7,347.85	141.00	36,950.88	4,949.00	-	511.00	1,754.00	9,237.72	7,445.65	13,530.25	5,656.00	87,523.35	(160.00)
March	5,048.30	90.00	47,443.92	5,131.00	2.00	756.00	2,294.00	11,860.98	7,967.40	14,062.00	5,864.00	100,519.60	(211.00)
April	25,317.88	290.00	56,550.00	5,033.00	-	525.00	1,614.00	14,137.50	7,913.65	13,470.00	5,752.00	130,603.03	(120.00)
May	9,281.35	51.00	74,892.96	5,922.00	-	616.00	1,952.00	18,723.24	7,475.05	15,481.00	6,768.00	141,162.60	(20.00)
June	4,900.30	50.00	75,875.04	5,334.00	-	742.00	2,395.00	18,968.76	7,442.80	14,649.00	6,096.00	136,452.90	(130.00)
July	10,920.50	120.00	78,588.24	5,488.00	-	686.00	2,253.00	19,647.06	7,084.15	14,978.00	6,272.00	146,036.95	(190.00)
August	6,830.00	230.00	77,221.68	5,460.00	-	777.00	2,396.00	19,305.42	7,278.80	14,903.00	6,240.00	140,641.90	(86.00)
September	7,539.45	86.00	95,095.20	4,844.00	4.75	644.00	2,192.00	23,773.80	7,160.35	13,490.00	5,536.00	160,365.55	(122.00)
October	5,644.50	122.00	75,970.08	5,369.00	-	581.00	2,263.00	18,992.52	6,921.25	14,756.00	6,136.00	136,755.35	(180.00)
November	8,433.50	120.00	52,705.92	4,193.00	-	455.00	1,768.00	13,176.48	7,088.65	11,851.00	4,792.00	104,583.55	(46.00)
December	22,472.00	226.00	39,221.76	3,549.00	1.00	469.00	1,732.00	9,805.44	6,222.85	11,303.00	4,056.00	99,058.05	(180.00)
	122,076.78	1,646.00	757,842.96	60,361.00	7.75	7,483.00	24,789.00	189,460.74	87,226.25	166,858.25	68,984.00	1,486,735.73	(1,545.00)

2022

C

757,842.96 +
189,460.75 +
947,303.715+

002

947,303.71 ÷
2 =
473,651.85 *

50% 473,651.85 +
30% 109,860.76 -
002
diff. 284,191.115+
Three Penna Invoices

7

Check Refunds	Escrow (minus)	Deposit Totals	Document #s		Total Docs	Military Discharge	Total Docs w/MD	Minus Plats & No Fee Docs	Total Docs for State	X \$7	Total Owed to State
			Beginning	Ending							
21203	26900										
-	(8,453.65)	94,479.25	884518	885244	727	0	727	0	727		5,089.00
-	(9,668.65)	77,694.70	885245	885952	708	0	708	1	707		4,949.00
-	(9,053.40)	91,255.20	885953	886686	734	0	734	1	733	-	5,131.00
-	(8,767.65)	121,199.13	886687	887405	719	0	719	0	719		5,033.00
-	(8,322.05)	132,820.55	887406	888251	846	0	846	0	846		5,922.00
-	(8,353.80)	127,969.1	888252	889014	763	0	763	1	762		5,334.00
-	(10,043.15)	135,803.80	889015	889799	785	0	785	1	784		5,488.00
-	(8,190.80)	132,365.10	890546	890579	780	0	780	0	780		5,460.00
-	(8,026.35)	152,217.20	890580	891272	693	0	693	1	692		4,844.00
-	(7,861.25)	128,714.10	891273	892039	767	0	767	0	767		5,369.00
-	(8,169.65)	96,367.90	892040	892638	599	0	599	0	599		4,193.00
-	(9,260.85)	89,617.20	892639	893145	507	0	507	0	507		3,549.00
-	(104,171.25)	1,380,503.23			8628	-	8628	5.00	8623	-	60,361.00

RESOLUTION # 2022-08

Requesting the State to Revise the Current Real Estate Transfer Fees Revenue Sharing Formula

1 To the Honorable members of the Burnett County Board of Supervisors;

2
3 **WHEREAS**, the collection by counties of a real estate transfer fee was mandated by the State of
4 Wisconsin in 1969 and included a requirement that counties remit 50% of all transfer fees
5 collected to the State; and

6
7 **WHEREAS**, in 1981, the State changed the transfer fee formula to now require counties to
8 remit to the State 80% of all transfer fees collected; and

9
10 **WHEREAS**, the County through the Register of Deeds office assumes the annual operating
11 costs of recording all real estate transfers occurring in Burnett County, including the collection of
12 real estate transfer fees; and

13
14 **WHEREAS**, in 2021, Burnett County collected \$580,529 in real estate transfer fees with the
15 County's 20% retained share totaling \$116,105 and was required to remit 80% or \$464,423 to
16 the State; and

17
18 **WHEREAS**, Burnett County real estate transfer fee collections as averaged over the past five
19 years totaled \$2,246,567 of which the County retained \$449,328 and over that same period
20 \$1,797,269 was remitted to the State; and

21
22 **WHEREAS**, in 2021, the State of Wisconsin has built up a budget surplus of approximately \$2.5
23 billion dollars, while many Wisconsin Counties continue to struggle financially due to the ever-
24 increasing costs of providing county government services in an inflationary economy, coupled
25 with the financial restrictions imposed by State mandated levy limits; and

26
27 **WHEREAS**, in an effort to financially assist all Wisconsin Counties, Burnett County requests
28 that the State of Wisconsin return the real estate transfer fee share formula to again allow
29 Wisconsin Counties to retain 50% of all total real estate transfer fees collected, with 50% to be
30 remitted to the State.

31
32 **NOW, THEREFORE, BE IT RESOLVED** by the Burnett County Board of Supervisors in
33 session this 24th day of March, 2022, that we hereby request that the State of Wisconsin revise
34 the real estate transfer fee share formula to again allow Wisconsin Counties to retain 50% of all
35 real estate transfer fees collected, with 50% to be remitted to the state.

36
37 **BE IT FURTHER RESOLVED**, that that a copy of this resolution is sent to Governor Tony
38 Evers, all members of the State Legislature representing Burnett County, the Wisconsin Counties
39 Association and all other Wisconsin Counties.


40
41 Respectfully submitted and recommended for adoption by the Administration Committee.
42 Signed and dated this 21st day of March 2022.

43
44
45 See page two

Requesting the State to Revise the Current Real Estate Transfer Fees Revenue Sharing Formula


1 
2 Don Taylor, Chair



Edgar Peterson, Vice-Chair

3 
4 Gerald Pardun, Secretary


Jim Paden

6 
7 Donald Chell


Gary Lundberg

9 
10 Christopher Sybers
11

Request State to Revise the Current Real Estate Transfer Fees Revenue Sharing Formula

WHEREAS, the collection of a real estate transfer fee by counties was mandated by the State of Wisconsin in 1969, and included a requirement that counties remit 50% of all transfer fees collected to the State; and

WHEREAS, in 1981 the State changed the transfer fee formula to require counties to remit 80% of all transfer fees collected to the State; and

WHEREAS, the County, through the Register of Deeds Office, assumes the annual operating costs of recording all real estate transfers occurring in each County, including the collection of real estate transfer fees; and

WHEREAS, Price County real estate transfer fee collections over the past five years totaled \$1,134,608, of which the County retained \$227,460 and \$907,148 was remitted to the State; and

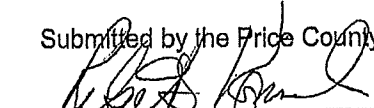
WHEREAS, using a 50/50 split, the County's share of fees collected on local real estate transfers during that same five year period would have provided an additional \$339,844 in support of local government; and

WHEREAS, in 2021 the State of Wisconsin has built up a budget surplus of approximately \$2.5 billion dollars, while many Wisconsin counties continue to struggle financially due to the ever-increasing costs of providing county government services in an inflationary economy and providing services for increasing unfunded State mandated programs along with the financial restrictions imposed by State imposed levy limits.


NOW, THEREFORE, BE IT RESOLVED by the Price County Board of Supervisors that in an effort to assist all Wisconsin Counties, the State of Wisconsin revise the real estate transfer fee share formula to again allow Wisconsin Counties to retain 50% of all real estate transfer fees collected, with 50% to be remitted to the State.

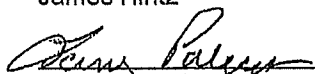
BE IT FURTHER RESOLVED, that a copy of this resolution be sent to Governor Tony Evers, all members of the State Legislature representing Price County, the Wisconsin Counties Association and all other Wisconsin Counties.

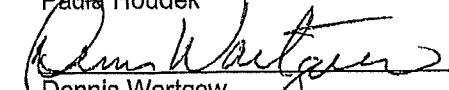
Submitted by the Price County Executive Committee:


Robert D. Kopsch, Chair

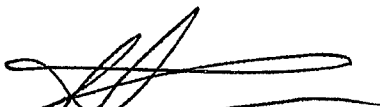
excused
James Hintz


Patricia Houdek

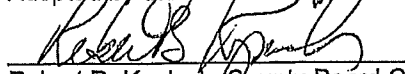

Larry Palecek

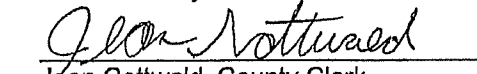

Dennis Wartgow

Reviewed by County Administrator:


Nicholas Trimner

Adopted by the Price County Board of Supervisors this 15th day of March 2022.

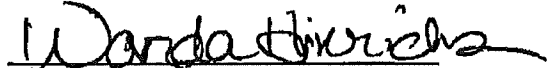

Robert D. Kopsch, County Board Chair


Jean Gottwald, County Clerk

For: 12 Against: 0

State of Wisconsin
County of Burnett

I, Wanda Hinrichs, the duly elected and qualified County Clerk in and for Burnett County, do hereby certify that the attached Resolution 2022-08, "Requesting the State to Revise the Current Real Estate Transfer Fees Revenue Sharing" was adopted by the Burnett County Board of Supervisors at a legally assembled meeting at which a quorum was present and acted throughout. The date of passage was March 24, 2022.



Wanda Hinrichs,
Burnett County Clerk

County	50/50 Transfer Fee Resolution		
	Yes	No	Discussing
Adams		X	
Ashland	X		
Barron		X	
Bayfield		X	
Brown		X	
Buffalo		X	
Burnett	X		
Chippewa		X	
Clark		X	
Columbia	X		
Crawford	X		
Dane			X
Dodge		X	
Door	X		
Douglas			X
Dunn		X	
Fond du Lac		X	
Green	X		
Green Lake			X
Iron	X		
Jefferson	X		
Juneau	X		
Kenosha	X		
Kewaunee	X		
LaCrosse		X	
LaFayette	X		
Langlade	X		
Lincoln		X	
Manitowoc		X	
Marinette		X	
Marquette	X		
Menominee	X		
Monroe	X		
Oconto		X	
Oneida	X		
Outagamie	X		
Ozaukee			X
Pepin		X	
Pierce		X	
Polk	X		
Portage		X	
Price	X		
Racine	X		X
Rock			X
Rusk	X		

Sauk			X
Sawyer			X
Shawano	X		
Sheboygan		X	
St. Croix	X		
Taylor	X		
Trempealeau			X
Vilas	X		
Washburn		X	
Washington		X	
Waupaca	X		
Waushara	X		
Wood	X		
Totals	28 29	21	9 8



Jeff French <jeff.french@co.barron.wi.us>

Re: Initial Thoughts BEAD Local Planning Grant

1 message

Dave Armstrong <bcedc@co.barron.wi.us>

Mon, Feb 13, 2023 at 11:01 AM

To: Jeff French <jeff.french@co.barron.wi.us>

Cc: Louie Okey <louie.okey@co.barron.wi.us>, Dave Armstrong <darmstrong@barroncounty.com>

Mapping the coverage we have now (shows what is lacking) would be the primary benefit of something like this. I found a company doing this widely in Minnesota. I've included that proposal for your review.

Thank you,
Dave

Dave Armstrong
Executive Director
Barron County Economic Development Corporation
335 East Monroe Ave, Rm 2311
Barron County Government Center
Barron, WI 54812
www.barroncounty.com
Office: 715-637-6871
Cell: 715-790-1327

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On Fri, Feb 10, 2023 at 3:13 PM Jeff French <jeff.french@co.barron.wi.us> wrote:

Instead of writing a formal Position Paper what I thought I'd do is compile my thoughts in an email, you two, can "noodle-on" it and we can discuss with Exec., on 3-3 and see what they think?

This is a planning process which leads to planned infrastructure access affecting approximately 200,000 locations in Wisconsin. There is technical assistance and planning to 8-28, that is this information is due back to PSC, or whomever, by 8-28.

What they, PSC, and others are looking for is feedback on a statewide plan, which is then rolled-up back to the federal government by 8-28. They are looking for the "vision" from the local communities.

Following this grant you must submit, in the future, a five year action plan.

There is \$1,500,000.00 available, in total for this grant, or approximately \$20,883.33 per county or \$73,991.00 available specifically for the Momentum West consortium, of which we are a part.

I found this quote interesting; "Hiring new positions." Humm..... seems like a make-work project.

By 3-7 @ 1.30 we need to either opt-in or opt-out.

They are looking for a vision for the future.

We need to survey our citizens, public hearings, selection of certain stakeholders, such as schools, medical facilities, libraries, economic development

We must convene certain stakeholders, working with ISP partners, in our area.

They are looking, I think, eventually, for "shovel-ready-projects"

The five year action plan is due by 8-28-2023

There is a surveying and mapping tool available, grant, \$1,000.00 per response

Meanings:

They = State, PSC, Rural Broadband Exchange, UW Extension, etc.

Questions Jeff poses:

- #1. For Barron County, who will lead this process? I know that I don't have any employees that have the time.
- #2. How many meetings are going to be necessary?
- #3. If this "idea-committee, or etc.," is led by a C/B member, what's that C/B member's expertise in broadband?
- #4. More importantly overall, what expertise does Barron County have in understanding, planning, implementing, etc. of any aspect of broadband?
- #5. What's the situation if our plan, after listening to citizens, and etc., conflicts with what the telcos want, or have the ability to install?
- #6. There is a technical assistance component of this grant from UW Extension and/or others. Well what's their expertise as to knowing what exists or what the possibilities are in Barron County. We know for a fact that the State broadband maps are not accurate,
reference the Marathon County TV interview.
- #7. What are the compliance requirements? These have not been stated and what's the repercussions for not meeting the compliance requirements?
- #8. Wouldn't the local telcos know where the gaps are already?
- #9. Putting the fiber in the ground, isn't this the local telcos job? Aren't we in reality interfering in private business?
- #10. How possibly can UW Extension be an expert in broadband, and fiber installation, etc., across an entire state?
Think about that for a minute.....
- #11. Using Momentum West may be a viable option but, but, even if they hire an "expert", how can she/he know what's going on in six Counties?
- #12.

Final Comments:


Maybe, maybe we apply if we can use the dollars for Mosaic and New Auburn telco and get them to map out all of the gaps in Barron County?

Moving Forward:

I will put this on the Agenda for Exec.

Thank you!!

-
Jeffrey S. French
Barron County Administrator
335 East Monroe Ave., RM #2134
Barron, WI 54812-1433
715-537-6840 (W)
715-537-6820 (F)

 HTF Proposal, Barron Co.,pdf
1111K



HOMETOWN FIBER

**PROFESSIONAL SERVICES PROPOSAL
For BARRON COUNTYM WI**

January 30, 2023

Marlena Pfeiffer
Broadband Consultant, Hometown Fiber
319.440.6786 | marelna@yourhometownfiber.com

Submitted to:
Barron Countym WI
Dave Armstrong
Economic Development Director
bcedc@co.barron.wi.us
715-637-6871

Hometown Fiber, LLC
18457 Gladstone Blvd N | Maple Grove, MN 55311
763.299.9500 | yourhometownfiber.com



HOMETOWN FIBER

January 30, 2023

Mr. Dave Armstrong,

It is with pleasure I offer this proposal to Barron County to map the counties current internet infrastructure.

Hometown Fiber works diligently to provide counties with information that will help them with the planning and funding to meet their broadband goals.

We believe the best approach is to give the counties as much information as possible to protect themselves when planning a network design.

Currently there are no rules that state the ISPS must tell anyone where or what lines they have in the ground. This can lead to confusion when applying for grants and when trying to connect an entire county.

When you hire Hometown Fiber to map your counties current internet infrastructure you will know, by way of GIS layer map, what is already in the ground. From that we will be able to tell you the area's of your county with greatest need, and area's that are already served.

We will be able to predict when those systems might start to fail and what area's are already laid out for success. One of the greatest assets of mapping is to be able to create a network design that doesn't double anyone's efforts. Saving the county and its residents time and money.

Should you have any questions, feel free to reach out

It has been our pleasure to develop this proposal for Barron Countym WI and we look forward to finalizing the next steps toward achieving reliable, affordable, fast world-class broadband for decades to come.

Regards,

Marlena Pfeiffer

Broadband Consultant, Hometown Fiber

319.440.6786 | marelna@yourhometownfiber.com

Hometown Fiber, LLC

18457 Gladstone Blvd N | Maple Grove, MN 55311

763.299.9500 | yourhometownfiber.com

About Us

Hometown Fiber

Hometown Fiber is passionate about getting communities the internet service they need. For the past 30 years Hometown Fiber founder Kyle Moorhead, the company's lead on this project, worked closely with municipalities, federal courts, colleges and businesses to solve technology challenges—including the design, construction and maintenance of fiber optic networks. Kyle also worked with internet service providers to build, troubleshoot, repair and maintain thousands of miles of fiber optic, twisted pair, coaxial, and wireless networks. Hometown Fiber tackles broadband challenges *from a community's perspective.*

Project Contacts



Kyle Moorhead
President
Hometown Fiber
kyle@yourhometownfiber.com
612-819-9077



Marlena Pfeiffer
Broadband Consultant
Hometown Fiber
marlena@yourhometownfiber.com
319-440-6786



Eileen Smith
Vice President
Hometown Fiber
eileen@yourhometownfiber.com
612-840-4554



The Team



Kyle Moorhead, president, Hometown Fiber. Kyle, with MoreCom, served as a technology consultant for cities, counties, states and the federal government, ISPs, and business leaders to solve technology challenges for more than 30 years. In addition to directly connected fiber optic networks in Hopkins and Litchfield, Kyle has managed multi-million-dollar projects and designed, built & repaired fiber networks for CenturyLink, Comcast, FAA, Nu-Tel, Windstream and Zayo. As president of

Hometown Fiber, Kyle is empowering communities with world-class broadband services that are affordable, reliable and fast.



Eileen Smith, vice president, Hometown Fiber. Eileen is passionate about making complex topics easy to understand. She's done it throughout her 37-year career in rural journalism, health care, public schools, health insurance and with the Minnesota Office of Management and Budget. By working with Hometown Fiber, Smith has the chance to help leaders make confident, informed decisions as they invest public resources in broadband. Smith, an avid baseball fan, slides into education, sales, pr, marketing,

planning, research, analysis or other roles as needed.



Marlena Pfeiffer, broadband consultant, Hometown Fiber

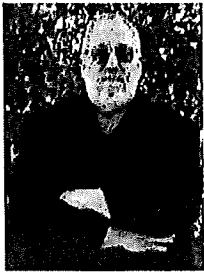
Marlena is passionate about helping people get what they need to make informed decisions. She's been a consultant for 10 years in a variety of settings, including agriculture, online business development and sales. Marlena is active in her community's boys and girls club and helps other local nonprofits raise funds.



Mitch Gordon, GIS manager, Hometown Fiber. Mitch brings his decades of work in construction and project planning to lead all Hometown Fiber work on to our exclusive field studies, including training, GIS mapping, the efficient collection of field data and observations, the technical review and analysis of the findings, and the designation of property ratings.



The Team Continued



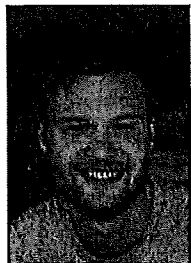
Steve Jones, financing & grant writing, Hometown Fiber. Steve brings 32 years in local government management and economic development to Hometown Fiber's lead financing and grant writing role. His expertise includes not only grant writing and administration but also all other aspects of public financing including bonds, tax increment financing, tax abatement and fundraising. In addition, Steve's work in economic development, business retention, utility management, capital improvement planning, FEMA disaster mitigation, strategic planning, forecasting and negotiations opens doors to grant opportunities far beyond traditional broadband funding programs.



Dave Swanson, fiber optics expert, Hometown Fiber. Fiber Dave, as we call him, designed and built the first fiber optic links in downtown Minneapolis in the 1980s and that fiber remains in service today. His 40 years of experience includes developing the fiber optic division for CenturyLink. Fiber Dave is a natural mentor who has trained other team members such as Marshall Stueven and Tom Wilson on how to splice, troubleshoot and test fiber optic systems. We are honored to have him on the Hometown Fiber team.



Clint Johnson, technology analytics, Hometown Fiber. Clint works with field study teams, taking on complex field study evaluations. He spent 36 years making sure Ma Bell, U.S. West, Qwest and CenturyLink customers had telephone and internet service. His expertise encompasses all broadband technologies in the past 30 years and can easily identify how systems connect.



Marshall Stueven, technician, Hometown Fiber. Marshall began his career with MoreCom nearly 15 years ago and has worked in all areas of technology. Everything from new fiber network construction to data centers and GPS locates. At Hometown Fiber he is an expert in field data collection, network design, fiber network construction, and GIS map creation services.



Tom Wilson, technician, Hometown Fiber. Tom began his career with MoreCom nearly 15 years ago and has worked in all areas of technology. Tom has worked on data centers, city hall projects, fiber network construction, emergency fiber restores, network troubleshooting and GPS locates. At Hometown Fiber he is an expert in field data collection, network design, fiber network construction, and GIS map creation services.



Field Analysis

Broadband maps available today are completed with information provided by others and not independently verified by the map creators. This method produces inaccurate information which is being used to make multi-million-dollar decisions. If you do not know what exists, how can you make good decisions about future projects? We answer this fundamental question with our field analysis services.

We start the process with boots-on-the-ground observations and documentation of existing fiber optic and other broadband assets. We also document and assess how the community connects to the greater internet. Our in-field process achieves independently verified and up to date information. Once we have concluded the field work, our telecommunications engineers review data collected and score each parcel in categories of bad, good, better or best. Our team then compiles the information into an easy-to-use GIS Maps.

Your GIS map includes logical layers showing fiber optic infrastructure observed and scoring for each parcel. You receive easy-to-use information that is critical in determining how to utilize limited financial resources for future broadband projects.

Deliverable

- ESRI GIS MAP
- GIS layer of existing fiber optic and other broadband infrastructure observed
- Photographic evidence of each field finding connected to the GIS map pin
- GIS layer of infrastructure needing maintenance
- GIS layers scoring how each property's service holds up against current demand
- Identify grant -eligible areas

Fee

Hometown Fiber's fee for a field analysis is **\$49,900**

Due to this scope of work being very travel and mileage intense, Hometown Fiber must add an additional charge to cover travel and expenses. This fee is in addition to the field analysis fee and shall not exceed: **\$6,280**

Terms

Hometown Fiber uses progress payments. To begin, a 50% deposit payment and signed agreement are required. Remaining balances shall be billed as progress is made.

Timeline

This scope of work requires clear weather. The ground cannot have snow cover for us to observe broadband infrastructure. If weather conditions are favorable, we can complete this scope of work within **60-90 days** from project kickoff meeting. Project kickoff meetings are scheduled upon receipt of deposit and signed agreement.



Technical Plan

Community goals, priorities and results of map verification work get combined with common sense to define routes for the fiber optic network.

Existing fiber optics are used where practical to ensure the most efficient route to all homes, businesses and any publicly owned facilities. From there technical drawings of the network design are produced as is a list of materials to build the network, splice schedules, 80% construction drawings and pre-bid engineering estimates adjusted for inflation and the anticipated 2023 construction season.

This work is required to be completed for almost all state and federal grant applications.

Deliverables

- Network Design
 - o Create a fiber optic network design
 - o GIS map layer of the fiber optic network design
 - o Pre-Bid cost estimate

Fee

Our fee to create the Technical Plan: Network Design & Pre-Bid Cost Estimate is **\$49,990**

Terms

Hometown Fiber uses progress payments. To begin, a 50% deposit payment and signed agreement are required. Remaining balances shall be billed as progress is made.

Timeline

Hometown Fiber can complete this scope of work within **60 - 90 days** from project kickoff meeting. Project kickoff meetings are scheduled upon receipt of deposit and signed agreement.



References

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Gary Richter

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Norm Bodeker

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Lezlie Sauter

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Glenn Edwards

Central Office Technician
Lumen
612-275-5511



Section I: Overview

Broadband Equity, Access, and Deployment (BEAD) Local Planning Grants are available in the form of formula funding of \$1.5 million under the Infrastructure Investment and Jobs Act to Wisconsin counties and federally recognized Tribes to generate locally informed analysis of broadband needs and develop each community's vision for broadband development. The Public Service Commission of Wisconsin (Commission) approved the allocation of this formula funding in docket 5-BP-2023 on February 1, 2023. Local planning activities may include a needs assessment, outreach and stakeholder engagement, and a strategy for broadband deployment. County and Tribal planning activities will inform Wisconsin's Five-Year Broadband Action Plan and future grant funding for broadband infrastructure projects across the state.

BEAD Local Planning Grants are not competitive grants but rather formula funding that will be allocated to each applicant that elects to participate in the program. Counties that elect to participate in the program may opt to (1) collaborate regionally through their respective Regional Development organization (REDO) or (2) participate independently. Tribes that elect to participate may opt to (1) collaborate regionally with a REDO, (2) collaborate with the Great Lakes Inter-Tribal Council, or (3) participate independently.

Funding will be distributed equally to all participating counties and Tribes, with those collaborating in groups receiving an additional 10 percent of the base allocation. Participation is not required, and the total grant allocation amount for each participating entity will be formulated following the submission deadline of this participation form. If a REDO or the Great Lakes Inter-Tribal Council coordinates on behalf of multiple counties or Tribes, it will receive and administer funding directly.

By completing this form, counties and Tribes are certifying their intent to participate in the program, including complying with related grant requirements. A subsequent grant agreement will delineate eligible costs for use of funding, applicable federal grant compliance requirements, and project deliverables. Each entity that opts in will be responsible to ensure compliance with applicable federal and state requirements related to this funding.

Following the Commission's Wisconsin Broadband Office's announcement of formula grant awards, those counties and Tribes that elected to participate individually and participating collaboratives will complete a brief application in the Commission's Online Grants System that describes planned activities and the intended use of funding among cost categories. Further details on completing the online application will be made available in forthcoming grant instructions available on the Commission website. The Wisconsin Broadband Office will inform participating REDOs, Tribes, and individual counties when the formula allocation has been processed and that the application is open in the online grants system, likely by March 13, 2023.

This BEAD Local Planning Grant Program Participation Form must be uploaded to the Commission's Electronic Records Filing System (ERF) by March 7, 2023, 1:30 P.M. For help uploading documents to ERF, see the ERF user manual or contact PSCStateBroadbandOffice@wisconsin.gov for assistance.

BEAD Local Planning Grant Program – Letter of Intent
 Election to participate and receive formula funds



Section II: Election to Participate

Please select whether your county or Tribe elects to:

Participate in the BEAD Local Planning Grant Program collaboratively with a Regional Economic Development Organization (REDO) Specify REDO: _____	<input type="checkbox"/>
Participate in the BEAD Local Planning Grant Program collaboratively with the Great Lakes Inter-Tribal Council	<input type="checkbox"/>
Participate in the BEAD Local Planning Grant Program independently	<input checked="" type="checkbox"/>
Not participate in the BEAD Local Planning Grant Program	<input type="checkbox"/>

Section III: Primary Point of Contact

The primary point of contact will be the recipient of further communication from the Wisconsin Broadband Office regarding the BEAD Local Planning Program and need not be the authorized representative signing below.

1. Name David Armstrong	2. Position Director, Economic Development
3. Email dceadc@co.darron.wi.us	4. Phone 715-637-0871

Section IV: Certification from Authorized Representative

Please sign below to declare your county or Tribe's intent to participate in the BEAD Local Planning Program. The authorized representative could be a local elected official or executive of Tribal or county government and must be authorized under applicable laws to act on behalf of the entity related to receipt and administration of federal funding. By signing below, you are affirming and certifying that you are an authorized representative of your county or Tribe and are authorized to act on behalf of the county or Tribe related to this funding. If you have questions regarding whether as an authorized representative, you are authorized to act on behalf of the county or Tribe, please consult your legal counsel.

Signature below does not constitute an obligation of a county, Tribe, or its collaborating partners to comply with any terms or conditions of the grant program. For entities submitting this letter of intent, a grant agreement will be provided for review and signature.

1. Name	2. Position Director, Economic Development
3. Email dceadc@co.darron.wi.us	4. Phone 715-637-0871
5. Signature	6. Date

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Public Service Commission of Wisconsin Wisconsin Broadband Office

Jaron McCallum, Strategic Initiatives Coordinator
Rory Tikalsky, Broadband Expansion Manager

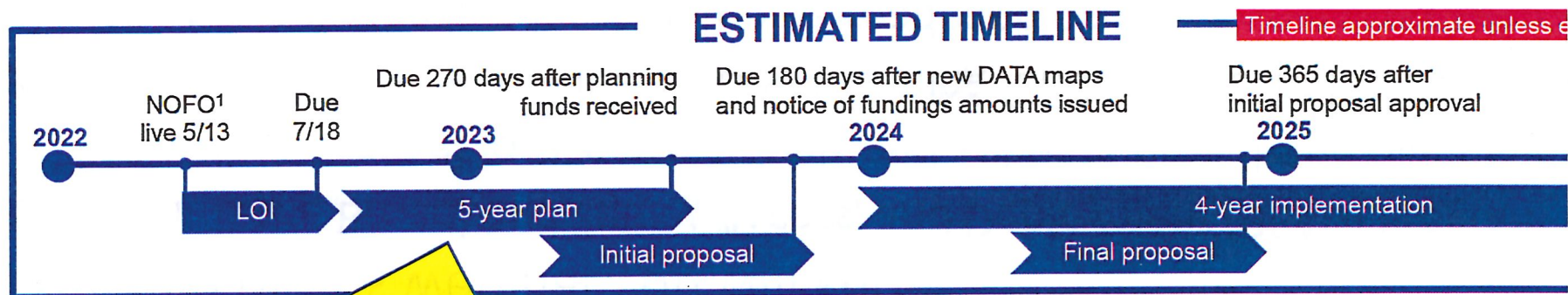
Today's Topic: Local Broadband Planning

- By the end of this webinar you will know:
 - 1) What is the **Broadband Equity, Access, and Deployment (BEAD) Program**?
 - 2) What is the **role of local governments and Tribes** in broadband planning and deployment?
 - 3) How do counties and Tribes **access planning funds and technical assistance**?
 - 4) What is included in a local or Tribal **broadband plan**?
 - 5) What is the **timeline** and what should you **do next**?
- Separate but coordinated effort: Digital Equity Outreach Grants
 - [Sign up](#) for our February 9, 1:00 p.m. webinar.
- Tribal leaders: additional, focused guidance is coming.
 - Attend the February 13 DOA meeting.

2023: The Year of Planning

Technical assistance
planning is an ongoing
and does not end.

- Five-Year Action Plan due: August 28, 2023
- Draft Plan out for comment: mid-Summer 2023
- February through June: Local Planning, Technical Assistance, Outreach



How are we spending our time planning

2

Five-Year Action Plan | Eligible Entities that receive Initial Planning Funds must submit their Five-Year Action Plans

\$5M
funding
available

An Eligible Entity may choose to request ≤\$5M Initial Planning Funds

An Eligible Entity that receives Initial Planning Funds must submit a Five-Year Action

Example uses for Initial Planning Funds for planning and deployment activities

- Establishing capacity in office of Eligible Entity running program
- Research and data collection
- Development of a preliminary budget for pre-planning activities
- Publications, outreach & communication support
- Providing technical assistance to potential subgrantees
- Training for employees (e.g., Eligible Entity, stakeholders, etc.)
- Conducting surveys of unserved, underserved, and underrepresented communities
- Local coordination, including capacity building

What goes into a local broadband plan?

- Vision for the future
- Needs assessment
- Establish a planning committee and conduct community conversations
- Partnership
- Coordination and logistics
- Check out our Community Planning Resources [webpage](#) for links and toolkits

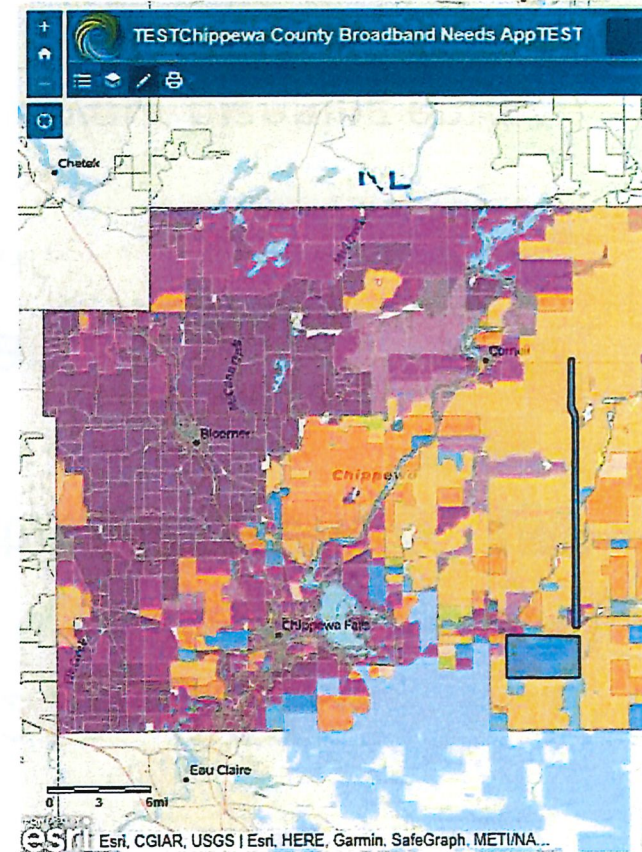
Survey and mapping tool

- Comprehensive survey of broadband deployment and digital equity at the county or Tribal community level
- \$1,000/response
- Includes interactive mapping tool



Extension

University of Wisconsin-Madison



Stay connected

- Sign up for our [Local Planning mailing list](#) for regular updates
- We are hosting “office hours” February 21 and 22.
- Next Local Planning webinar: March 6 at 12:00 p.m.
- Interested in Digital Equity Outreach Grants?
 - [Sign up](#) for our February 9 1:00 p.m. webinar.



BARRON COUNTY

Samantha J Sommerfeld, Treasurer
Carol Rockow, Chief Deputy
Erica Sinclair, Financial Specialist

335 E Monroe Ave Rm 2412
Barron WI 54812-1478
Phone: 715.537.6280 Fax: 715.537.6277

To: Barron County Executive Committee

From: Samantha Sommerfeld, Treasurer

Re: Report of 11 Year Write Off of Tax Certificates

Date: February 22, 2023

The Barron County Treasurer's Office will be writing off the following unpaid tax certificate, as required by Wisconsin State Statute 75.20. This listing has been reviewed by Corporation Counsel. Wisconsin State Statute doesn't provide a formal means by which this process is to take place. The County Treasurer is reporting this information to the Barron County Executive Committee as a means of documenting it in the meeting minutes for transparency and audit purposes.

Wisconsin State Statute 75.20 states that tax certificates shall be void after 11 years following December 31 of the year in which such certificates were dated. The statute goes on to state that no action shall commence on any tax certificate after it shall have become void by virtue of the statute of limitations provided in 75.20 of the Wisconsin State Statutes. The (County's) interest in the land represented by such certificate shall terminate upon the last date upon which an action could have been commenced thereon if no summons and complaint was served and filed prior to such date. Our office is to cancel all tax certificates which have become void by limitation and shall make an entry in the treasurer's record of unredeemed property subject to a tax certificate evidencing such cancellation.

The write off is for one specific parcel. This parcel is located at 220 E Charles Street in the City of Rice Lake and specifically between Johnson Truck Bodies and the lake (Rice Lake). It consists of land only and per the Wisconsin DNR, soil, groundwater and sediment contamination exists. The owner, Betty Alice Broten, has stopped paying the taxes.

Parcel #	Owner	Tax Year	Amount
276-5004-88-000	Betty Alice Broten	2010	\$425.80

BARFRON COUNTY RESOLUTION NO. 2023-

Authorizing Barron 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

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, on behalf of the County, the Law Firms filed a lawsuit against the Opioid Defendants;

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, four (4) additional Wisconsin counties (Milwaukee, Dane, Waukesha, and Walworth) hired separate counsel and joined 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;

WHEREAS, copies of the various settlement agreements relating to the Settling Defendants (collectively “Settlement Agreements”) representing the terms of the tentative settlement agreements with the Settling Defendants have been provided with this Resolution;

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

WHEREAS, the County is a Participating Subdivision in the Settlement Agreements and has the opportunity to participate in the benefits associated with the Settlement Agreement provided the County (a) approves the Settlement Agreements; (b) approves the Memorandum of Understanding allocating proceeds from the Settlement Agreements among the various Wisconsin Participating Subdivisions, a copy of which is attached to this Resolution (the “Allocation MOU”); (c) approves the Memorandum of Understanding with the Wisconsin Attorney General regarding allocation of settlement proceeds, a copy of which is attached to this Resolution (the “AG MOU”); and (d) the Legislature’s Joint Committee on Finance approves the terms of the Settlement Agreements and the AG MOU;

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

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

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

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

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

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

WHEREAS, the Legislature’s Joint Committee on Finance is not statutorily authorized or required to approve the allocation of proceeds of the Settlement Agreements among Wisconsin Participating Subdivisions;

WHEREAS, the Law Firms have engaged in extensive discussions with counsel for all other Wisconsin Participating Subdivisions resulting in the proposed Allocation MOU, which is an agreement between all of the entities identified in the Allocation MOU as to how the proceeds payable to those entities under the Settlement Agreements will be allocated;

WHEREAS, the proposed Addendum to the MOU (“Addendum”) provided with this Resolution provides for allocation of settlement proceeds among the Wisconsin Participating Subdivisions according to the same percentages as that provided in the previously-approved MOU

allocating the settlement proceeds of the settlements involving McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.;

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

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

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

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

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

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

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

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

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

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

1. The execution of the Settlement Agreements and any and all documents ancillary thereto and authorizes County Administrator Jeffrey S. French Sr. or designee to execute same.
2. The final negotiation and execution of the Addendum in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes County Administrator Jeffrey S. French Sr., or designee to execute same upon finalization provided the percentage share identified as allocated to the County is substantially similar to that identified in the Addendum provided to the Board with this Resolution.
3. The final negotiation and execution of the AG MOU in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes County Administrator Jeffrey S. French Sr. or designee to execute same.
4. The execution by County Administrator Jeffrey S. French Sr. or designee of any additional documents or agreements for the receipt and disbursement of the proceeds of the Settlement Agreements as referenced in the Addendum.

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

BE IT FURTHER RESOLVED: the County hereby authorizes the establishment of an account separate and distinct from any account containing funds allocated or allocable to the County which shall be referred to by the County as the "Attorney Fees Account." An escrow agent shall deposit a sum equal to up to, but in no event exceeding, an amount equal to 20% of the County's proceeds from the Settlement Agreements into the Attorney Fees Account. If the payments to the County are not enough to fully fund the Attorney Fees Account as provided herein because such payments are made over time, the Attorney Fees Account shall be funded by placing up to, but in no event exceeding, an amount equal to 20% of the proceeds from the Settlement Agreements attributable to Local Governments (as that term is defined in the Allocation MOU) into the Attorney Fees Account for each payment. Funds in the Attorney Fees Account shall be utilized to pay the fees, costs, and disbursements owed to the Law Firms pursuant to the engagement agreement between the County and the Law Firms provided, however, the Law Firms shall receive no more than that to which they are entitled under their fee contract when considering the amounts paid the Law Firms from the fee fund established in the Settlement Agreements and allocable to the County. The Law Firms may make application for payment from the Attorney Fees Account at any time and the County shall cooperate with the Law Firms in executing any documents necessary for the escrow agent to make payments out of the Attorney Fees Account.

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

Adopted by the Barron County Board of Supervisors this 20th day of March, 2023.

County Clerk

**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
Printed: _____

Date: _____

Ashland County
Printed: _____

Date: _____

Barron County
Printed: _____

Date: _____

Bayfield County
Printed: _____

Date: _____

Brown County
Printed: _____

Date: _____

Buffalo County
Printed: _____

Date: _____

Burnett County
Printed: _____

Date: _____

Calumet County
Printed: _____

Date: _____

Chippewa County
Printed: _____

Date: _____

Clark County
Printed: _____

Date: _____

Columbia County
Printed: _____

Date: _____

Crawford County
Printed: _____

Date: _____

Dane County
Printed: _____

Date: _____

**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:

Adams County
Printed: _____ Date: _____

Ashland County
Printed: _____ Date: _____

Barron County
Printed: _____ Date: _____

Bayfield County
Printed: _____ Date: _____

Brown County
Printed: _____ Date: _____

Buffalo County
Printed: _____ Date: _____

Burnett County
Printed: _____ Date: _____

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Barron County	State: WI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

Yes No

Governmental Entity: Barron County	State: WI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

Yes No

Governmental Entity: Barron County	State: WI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

Yes No

Governmental Entity: Barron County	State: WI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Yes No

Governmental Entity: Barron County	State: WI
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

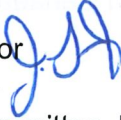
Title: _____

Date: _____



MEMO:

TO: Mr. Fran Langman , District #15, Barron County Board of Supervisors
Cc: County Board Chair Okey

FROM: Jeff French County Administrator 

SUBJECT: Governing Board/Executive Committee, Northwest Wisconsin International Trade and Business, ITBEC

DATE: February 14th, 2023

Fran, in late January you contacted me with questions, and also concerns surrounding the above Committee. This memo is meant to address and explain the discussion we had and the subsequent discussion(s) I had with Sarah Diedrick-Kasdorf , and Sheldon Johnson .

History:

Barron County was originally a member of the ITBEC that was associated with the West Central Wisconsin Regional Planning Commission, WCWRPC. When that ITBEC began to fail, in the 1990's, Barron County, Chippewa County and Polk County made the decision to join the Northwest Wisconsin ITBEC, NWITBEC. At some point however Polk County ultimately withdrew from NWITBEC.

The resulting situation is Barron County is a member of, WCWRPC as a planning commission member but, a member of Northwest Regional Planning Commission, NWRPC for ITBEC and Northern Regional Trail Advisory Committee, NoRTac

NWRPC, is composed of the following ten Counties: Douglas, Bayfield, Ashland, Iron, Price, Taylor, Rusk, Sawyer, Washburn and Burnett. NWRPC has 31 members which meets twice per year, they have an Executive Committee, generally, composed of the Board Chairs from the ten Counties which meets approximately ten times a year.

What happens then is after the Executive Committee of NWRPC meets these members then meet and comprise the governing board of ITBEC. This explains when NWITBEC meets it seems, to you, as though this group just wants to get done.

At NWRPC, Exec. meetings they accept reports and recommendations from Sarah, D., as it relates to NWITBEC with Sarah acting as a staff member of NWITBEC.

It should be noted NWITBEC is a stand alone organization, that just happens to be within the ten county boundary of NWRPC.

Perceptions:

Fran, your perceptions, in-that NWITBEC has “morphed”, into more of a tourism group than an international trade and business group is accurate. In speaking with, Sheldon Johnson Executive Director of NWRPC, who has worked at NWRPC for 29 years he agrees. He told me “back-in-the-day”, NWITBEC worked with Canada and other groups promoting international trade, not so today.

Meeting Issues:

The Governing Board or Executive Committee of NWITBEC should be meeting two-three times per year and the sub-committee on tourism should be meeting ten or more times per year.

According to Sarah there are only three operating ITBEC's left in Wisconsin and NWITBEC runs the smoothest and is the most effective. The next closest ITBEC would be North Central, ITBEC, twelve counties, with Wood County being the closest.

Fran, your “angst”, if you will that the ITBEC meetings do not truly start on time is valid because they start after the NWRPC Executive Committee meetings. The point-is this is difficult with your work schedule. To say nothing of the technology issues, which also makes meeting attendance difficult.

Potential Solutions:

- #1. Do nothing and you will need to be flexible upon which the meeting times and dates occur. Or if this is not a possibility perhaps I could “switch-you-out” with another County Board members and a committee they are serving on? I am amenable to this.
- #2. Withdraw from ITBEC
- #3. Determine if Barron County could actually join Northwest Regional Planning Commission as a full member. If this option is chosen legal research will be necessary. This option would be expensive to join NWRPC as a full member our dues would be approximately \$21,000 per year, or more.

#4. The solution I support would be as follows:

A: NWRPC agrees through a Wis. SS. 66.301 Intergovernmental Cooperative Agreement, or something similar, that Barron County is allowed one seat on their Executive Committee, non-voting.

Fran, or whomever, could attend this meeting, in-person, and be apart of the discussion, up-front on events, and etc., affecting NWRPC, ITBEC, NorTRac, HON Days, Superior Days and etc.

B: From a Barron County logistics standpoint, Fran would be paid for two meetings, then, NWRPC Executive Committee and ITBEC.

This approach ties directly into Barron County's Strategic Plan, of working cooperatively with and alongside a multiplicity of organizations. .

Conclusion/Recommendation:

I recommend that I take this memo to the Executive Committee and have them authorize me to work with Sheldon Johnson from NWRPC to see if the above reference solution #4., above could in-fact be implemented.

Sources:

My own research

Sarah Diedrick-Kasdorf, from WCA

Sheldon Johnson Executive Director of Northwest Regional Planning Commission

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Barron County

Medical Loss Ratio Report, Paid 1/1/2022 - 12/31/2022

Report Parameters	
Medical Administrator	Anthem/PBA
Prescription Drug Administrator	IngenioRx
Reinsurance Carrier	HCC
Specific Stop-Loss Deductible	\$50,000
Stop Loss Contract	12/18

Fixed Fees		
Anthem Administration Fee	\$5.00	PEPM
PBA Administration Fee	\$26.15	PEPM
Specific Stop Loss Premium	\$540.28	PEPM
Aggregate Stop Loss Premium	\$6.08	PEPM
Employee Transplant Premium	\$8.61	PEPM
Family Transplant Premium	\$21.35	PEPM

Funding Rates	
Employee Only	\$850.04
Family	\$2,124.08

Plan Experience

2022	Fixed Costs				Variable Costs				Total Cost	Enrollment				Funding & Loss Ratio		
	Month	Medical Administration Premiums + Discount Share	Stop Loss Premiums	Transplant Premiums	Total Fixed Costs	Medical Paid Claims	Prescription Drug Claims	Reimbursed		Total Variable Cost	Total Plan Cost	EE Contracts	EESP Contracts	EECH Contracts	FAM Contracts	Total Contracts
Jan 2022	\$16,058.94	\$136,590.00	\$4,471.18	\$157,120.12	\$320,003.84	\$34,025.22	\$284,969.16	\$69,059.90	\$226,180.02	68	47	24	111	250	\$444,385.28	50.9%
Feb 2022	\$12,112.73	\$138,775.44	\$4,531.10	\$155,419.27	\$440,515.77	\$56,099.86	\$86,426.92	\$410,188.71	\$565,607.98	70	48	24	112	254	\$450,333.52	125.6%
Mar 2022	\$9,080.33	\$139,868.16	\$4,586.54	\$153,535.03	\$224,850.27	\$62,812.35	\$28,586.46	\$259,076.16	\$412,611.19	69	50	23	114	256	\$455,855.72	90.5%
Apr 2022	\$13,032.22	\$138,775.44	\$4,556.58	\$156,364.24	\$245,933.81	\$76,971.78	\$4,407.72	\$318,497.87	\$474,862.11	68	50	21	115	254	\$452,881.60	104.9%
May 2022	\$13,732.53	\$138,775.44	\$4,543.84	\$157,051.81	\$248,694.17	\$81,373.45	\$21,517.39	\$308,550.23	\$465,602.04	69	50	21	114	254	\$451,607.56	103.1%
Jun 2022	\$11,153.63	\$140,960.88	\$4,629.24	\$156,743.75	\$395,045.28	\$77,318.16	\$0.00	\$472,363.44	\$629,107.19	69	51	22	116	258	\$460,103.88	136.7%
Jul 2022	\$9,348.10	\$141,507.24	\$4,650.59	\$155,505.93	\$230,804.12	\$72,610.30	\$225,599.12	\$77,815.30	\$233,321.23	69	51	22	117	259	\$462,227.96	50.5%
Aug 2022	\$16,702.67	\$139,868.16	\$4,612.02	\$161,182.85	\$455,820.27	\$103,544.89	\$25,005.78	\$534,359.38	\$695,542.23	67	51	22	116	256	\$458,403.80	151.7%
Sep 2022	\$10,594.76	\$137,136.36	\$4,530.75	\$152,261.87	\$428,765.87	\$108,134.20	\$268,472.47	\$268,427.60	\$420,689.47	65	50	21	115	251	\$450,331.48	93.4%
Oct 2022	\$14,141.89	\$137,682.72	\$4,539.36	\$156,363.97	\$481,177.99	\$51,967.88	\$113,213.48	\$419,932.39	\$576,296.36	66	49	21	116	252	\$451,181.52	127.7%
Nov 2022	\$12,747.93	\$137,682.72	\$4,539.36	\$154,970.01	\$555,801.77	\$77,137.90	\$262,169.31	\$370,770.36	\$525,740.37	66	49	21	116	252	\$451,181.52	116.5%
Dec 2022	\$11,309.99	\$139,868.16	\$4,650.24	\$155,828.39	\$577,635.26	\$86,392.58	\$123,987.88	\$540,039.96	\$695,868.35	64	52	24	116	256	\$462,225.92	150.5%
2022 Totals	\$150,015.72	\$1,667,490.72	\$54,840.80	\$1,872,347.24	\$4,605,048.42	\$888,388.57	\$1,444,355.69	\$4,049,081.30	\$5,921,428.54	810	598	266	1378	3052	\$5,450,719.76	108.6%
% of Total Cost	2.53%	28.16%	0.93%	31.62%	53.38%	15.00%	-24.39%	68.38%	100.00%							

*Note: Administration fee includes PBA claims administration and Anthem claims administration less pharmacy rebate offset. Anthem network access 2% discount share and PBA fees are included in each monthly total.

Pending Reimbursements as of 12/31/2022: \$234,073.74

Key Indicators

Average EE Enrollment	68
Average EESP Enrollment	50
Average EECH Enrollment	22
Average FAM Enrollment	115
Average Total Enrollment	254

Total Plan Costs	\$5,921,428.54
Plan Funding	\$5,450,719.76
Dollar Difference	(\$470,708.78)
Loss Ratio	108.6%

Fixed Costs per Employee per Year	\$7,361.78
Variable Costs per Employee per Year	\$15,920.37
Total Costs per Employee per Year	\$23,282.16