



BARRON COUNTY BOARD OF SUPERVISORS

Monday, March 20, 2023 – 5:00 p.m.

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

Link to View Meeting: <http://youtube.com/c/BarronCountyMeetings>

Live streaming of the meeting will begin at 5:00 p.m.

AGENDA

1. Call to Order – Roll Call – Public Notification
2. Invocation and Pledge of Allegiance
3. Special Matters and Announcements (Non-Action Items)
4. Approve Agenda
5. Approve Minutes of February 20, 2023
6. Public Comment (*Prior Registration with County Clerk Required / Maximum Allotted Time is 3 Minutes*)
7. Progress Update on Highway Facilities
8. Financial Update on Highway Facilities Project
9. Zoning Ordinance Amendment – Rezoning – Town of Stanley, Red Cedar Valley Properties LLC
10. Zoning Ordinance Amendment – Rezoning – Town of Almena, Larry J and Carol J Hansen
11. 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
12. Resolution – Requesting the State to Revise the Current Real Estate Transfer Fees Revenue Sharing Formula
13. Resolution – Provide \$18.7 Million in Stable, Core State Funding Support for County Conservation Department Staffing Statewide
14. Resolution – Modernize and Improve the Wisconsin Farmland Preservation Program
15. Resolution – Authorizing 2023 Budget Adjustment and Shoreline Upgrades at the Chetek Dam
16. Resolution – 2023 Work Zone Awareness Week in Barron County
17. American Rescue Plan Act (ARPA) Expenditures
18. Report from County Administrator
 - a. UW Two Year Campuses
 - b. Self-Funded Health Insurance – 2022 Final
 - c. Broadband Equity and Development (BEAD) Grant Application

Continued on Page 2

Barron County Board of Supervisors

Monday, March 20, 2023

Agenda – Page 2

19. Appointments
20. Claims, Petitions & Correspondence
21. Suggestions for Future Agenda Items
22. Barron County Highway Facility Update pertaining to a potential claim regarding certain costs incurred, discussion of contractual rights and responsibilities, review of potential resolutions and otherwise review of legal status in relation to project
 - a. The County Board may go into closed session pursuant to Section 19.85(1)(e) (deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons required a closed session) and Section 19.85(1)(g) (conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved) based upon the above description.
 - b. Return to Open Session
 - c. Take Any Necessary Action
23. Adjournment

TO: County Board Supervisors

FROM: Jeff French, County Administrator

DATE: March 14, 2023

RE: March County Board Meeting



#2. Special Matters & Announcements:

None at this time.

#7. Progress Update on Highway Facilities:

Highway Commissioner Servi or Board Chair Okey will provide a progress update on the Highway Facilities project.

#8. Financial Update on Highway Facilities:

Jodi will review the expenditures and cash on hand at the meeting.

#9. Zoning Ordinance Amendment(s)

Red Cedar Valley Properties, LLC:

There were no public comments/concerns regarding this rezoning.

#10. Zoning Ordinance Amendment(s)

Larry J. and Carol J. Hansen:

There were public comments/concerns regarding this rezoning from nearby property owners.

#11. Resolution - Authorizing Barron County to Enter Into Settlement Agreements with Opioid 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 the County Board to approve. 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. Quite honestly I could have inundated you with a plethora of additional information but choose to provide what is germane.

The Executive Committee reviewed this data and recommended approval, I also recommend approval.

#12. Resolution - Requesting the State to Revise the Current Real Estate Transfer Fees Revenue Sharing Formula:

The concept for this resolution was reviewed and approved by the Executive Committee. I feel it is important for the entire Board to understand that many other Counties have already approved similar resolutions. However, Barron County held-off because ROD Katterhagen and I had our concerns of how the State may react. Could they say “hey you are retaining 20%, well we want this also!” At this time it appears this concern is no longer valid. Finally, it is important to note the amount of additional revenue this change could have to Barron County.

I recommend approval, along with including this resolution in the annual resolutions presented at the Wisconsin Counties Association, annual convention in September this year.

#13. Resolution - Provide \$18.7 Million in Stable, Core State Funding Support for County Conservation Department Staffing Statewide:

This supportive resolution is requesting the State Legislature to allocate additional funding for Conservation staffing equal to the funding formula in Wis. Stat. 92.14(6)(b). Tyler Gruetmacher has supplied additional information in the packet.

This is an important aspect of what Barron County SWCD does and I recommend approval.

#14. Resolution - Modernize and Improve the Wisconsin Farmland Preservation Program

This resolution is similar to Agenda item #12, in that it is a supportive resolution. Tyler Gruetmacher has supplied additional information in the packet.

I recommend approval. However, a tax credit, is a tax credit, is a tax credit.

#15. Resolution - Authorizing 2023 Budget Adjustment and Shoreline Upgrades at the Chetek Dam:

This resolution has the support of the Property Committee and is an issue/concern that the Committee has been trying to resolve this for several years. The Chetek dam site is one of the most heavily fished locations in Barron County. As the resolution indicates we received grant funding which was used at the dam therefore “freeing-up” levy dollars for this expenditure. This resolution will take a 2/3’rds vote for passage

I recommend approval.

#16 Resolution - 2023 Work Zone Awareness Week in Barron County:

This resolution highlights the risk our Highway Employees face on a day to day basis while maintaining the State and County highway system in Barron County and across the State. The week of April 17 through April 21, 2023 is designated as Work Zone

Awareness Week in Barron County. This is a yearly resolution approved by the County Board and I recommend approval.

#17. American Rescue Plan Act (ARPA) Expenditures:

The current spreadsheet is included in the packet showing encumbrances and expenditures of Barron County's ARPA funds.

#18. Updates

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 degreed 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 PowerPoint presentation will be projected.

b. Self-Funded Health Insurance - 2022 Final:

This information is included in the packet. 2022 was not a financially beneficial year, however the program is designed to even out over a five to seven year period.

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

As I prepared for the meeting I ran across an interesting article from University of Wisconsin - Extension regarding; Rural Medical Spending:

....."Consumers in rural areas increased their spending on medical services by 26.2% from 2019 to 2020, while spending in urban areas decreased by 14.9% over the same period." Increased spending on medical suppliers, specifically hearing aids, drove much of the difference in expenditures.

I shared the above mentioned information with Tim Deaton from Horton Group and further commented that there is inflation in the medical sector due to open positions and a return to elective services post COVID.

c. Broadband Equity and Development (BEAD) Grant Application:

The Executive Committee approved Dave Armstrong moving forward with this grant application.

#19. Appointments:

None at this time.

#20. Claims, Petitions and Correspondence:

I will let Mr. Muench or Mrs. Hodek address this agenda item, there are none at this time that I am aware of.

#21. Suggestions for Future Agenda Items:

None at this time.

#22. Closed Session:

As of the date of writing this update I do believe it will be necessary to conduct this closed session.

G:\google\googledocs\2023-3-20 CB Update.docx



BARRON COUNTY BOARD OF SUPERVISORS

MONDAY, FEBRUARY 20, 2023 – 5:00 PM

BARRON COUNTY GOVERNMENT CENTER – AUDITORIUM
335 EAST MONROE AVENUE - BARRON, WISCONSIN 54812

MINUTES

PRESENT IN PERSON: Bob Anderson, Patti Anderson, John Banks, Karolyn Bartlett, Stan Buchanan, Randy Cook Sr, Bill Effertz, Pam Fall, Jim Gores, Bun Hanson (Arrived at 5:12PM), Dale Heinecke, Dana Heller, Kathy Krug, Audrey Kusilek, Fran Langman, Jerry McRoberts, Carol Moen, Roberta Mosentine, Gary Nelson, Stacy Neuman, Louie Okey, Bill Schradle, Craig Turcott, Diane Vaughn and Stacey Wenzel.

ATTENDING VIRTUALLY: Pete Olson, Bob Rogers and Gary Taxdahl.

ABSENT: Marv Thompson.

CALL TO ORDER-ROLL CALL- PUBLIC NOTIFICATION: Chair Okey called the meeting to order at 5:00PM. County Clerk Hodek took attendance at 5:04PM after all Supervisors in attendance initiated their Chromebook log on. County Administrator French stated the County's compliance with open meeting laws.

INVOCATION: Led by Pastor Wayne Hall from Abundant Life & Church located in Cameron.

PLEDGE OF ALLEGIANCE: Recited.

SPECIAL MATTERS AND ANNOUNCEMENTS: Administrator French asked Supervisors to keep their Chromebooks on during the entire meeting, including during closed sessions. Department Updates were emailed earlier in the day to all County staff and Supervisors. Administrator French applied for a federal grant for the Acid Gas Removal System at the WTE Plant and also requested state appropriation as part of the Wisconsin State Budget Process for the heating field replacement at the UW-Eau Claire Barron County campus.

APPROVE AGENDA: Chair Okey requested the removal of the Resolution Authorizing Barron County Highway Commissioner to Sell County Equipment to Other Municipalities and the Closed Session from the agenda. **Motion: (Gores/Heller)** to amend the agenda by removing the Resolution Authorizing Barron County Highway Commissioner to Sell County Equipment to Other Municipalities and the Closed Session from the agenda and approve the agenda as amended. Carried with 27 Yes and 2 Absent (Hanson and Thompson).

APPROVE MINUTES OF JANUARY 23, 2023: Motion: (B. Anderson/Olson) to approve. Carried with 27 Yes and 2 Absent (Hanson and Thompson).

PUBLIC COMMENT: Walter Herman – 1708 12 ¾ Street in Barron spoke regarding road concerns on 16 ½ Avenue in the Town of Stanley. Pattie Greene – 1227 21st Street in Cameron spoke regarding something to think about.

Hanson arrived at 5:13PM.

PROGRESS ON HIGHWAY FACILITIES – MARK SERVI, HIGHWAY COMMISSIONER AND/OR CBS² STAFF: Chair Okey gave an update on new highway construction progress.

FINANCIAL UPDATE ON HIGHWAY FACILITIES: Chair Okey gave a brief update on the current financial status of the new highway facilities.

2023-1 ORDINANCE – REVISING AND ADOPTING BARRON COUNTY RULES AND PROCEDURES CHANGES: Corporation Counsel Muench gave an overview of the changes to the Barron County Rules & Procedures and answered questions from the Board. A new manual with all of the recent updates will be distributed via email, or a

hardcopy if requested, in the upcoming weeks. Discussion. Moen requested Restorative Justice Committee be removed from the list of Non-County Committees. Kusilek requested that paragraph C, item ii. have the typo changed from “allow” to “allowed.” Buchanan requested the ordinance be updated to reflect that he and Heinecke voted against the ordinance at the February 1, 2023 Executive Committee meeting. **Motion: (Cook/B. Anderson)** Carried with 26 Yes, 2 No (Buchanan and Heinecke) and 1 Absent (Thompson).

2023-6 RESOLUTION – AUTHORIZING COUNTY ADMINISTRATOR SUCCESSION PLAN: Administrator French put an updated succession plan with changes highlighted in yellow at each Supervisor’s desk prior to the meeting and read the changes to the Board. Discussion. **Motion: (Olson/P. Anderson)** to approve. Carried with 28 Yes and 1 Absent (Thompson).

2023-7 RESOLUTION – APPROVING 2022-2023 ANNUAL ACCOMPLISHMENTS AND WORK PLAN FOR THE COUNTY FOREST: **Motion: (Langman/Heller)** to approve. Carried with 28 Yes and 1 Absent (Thompson).

2023-8 RESOLUTION – ISLAND CITY SNOWMOBILE & ATV CLUB LOAN: **Motion: (Effertz/Moen)** to approve. Carried with 28 Yes and 1 Absent (Thompson).

2023-9 RESOLUTION – AUTHORIZING UPGRADES TO THE BARRON COUNTY 911 DISPATCH SYSTEM: **Motion: (Olson/Heller)** to approve. Carried with 28 Yes and 1 Absent (Thompson).

2023-10 RESOLUTION – AUTHORIZING THE ENCUMBRANCE OF \$250,000 FOR NEW AGING KITCHEN IN THE OLD SHERIFF’S JAIL AREA: **Motion: (Cook/ B. Anderson)** to approve. Chair Okey answered questions from the Board. Carried with 28 Yes and 1 Absent (Thompson).

AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURES: Information was included in the packet.

APPROVAL OF EMERGENCY FIRE WARDEN FOR BARRON COUNTY: **Motion: (Hanson/Gores)** to approve. Carried with 28 Yes and 1 Absent (Thompson).

REPORT FROM COUNTY ADMINISTRATOR

- A. 2022 SHERIFF’S DEPARTMENT ANNUAL REPORT:** The report was included in the packet.
- B. ANN STREET SCHOOL – POTENTIAL USES:** BCEDC Director Armstrong is continuing his work on securing funding to create a daycare center at the Ann Street School facility.
- C. PLANTING OF TREE IN MEMORY OF SUPERVISOR TERRY LEE:** The County Board bereavement fund will purchase a tree to plant at the Justice Center in Terry Lee’s memory during the spring.
- D. REPAIR OF SNOWMOBILE BRIDGES:** The Property Committee approved allowing Recreation Deputy Wolfe to spend the remaining allocated ARPA funds on the repair of County owned snowmobile bridges.
- E. LETTER FROM RICE LAKE SNOWMOBILE CLUB:** A letter is included in the packet.
- F. BLOOD DRIVE:** The January 26th blood drive held at the Government Center collected 41 pints with a goal of 36 pints.
- G. HISTORICAL WORK – OLD LOGGING CAMPS:** Steve Johnson continues work on documenting old logging camps located within Barron County.
- H. COUNTY AMBASSADOR PROGRAM:** ROD Katterhagen is the Barron County Representative and information is included in the packet.

APPOINTMENTS: None at this time.

CLAIMS, PETITIONS & CORRESPONDENCE: None at this time.

SUGGESTIONS FOR FUTURE AGENDA ITEMS:

1. Opioid Settlement Resolution

NEXT MEETING DATE: Monday, March 20, 2023 at 5:00PM in the Auditorium of the Government Center located in Barron.

ADJOURNMENT: Chair Okey adjourned the meeting at 5:45PM.

Respectfully Submitted,
Jessica Hodek, County Clerk

MINUTES ARE NOT OFFICIAL UNTIL APPROVED BY THE COUNTY BOARD AT THE NEXT MEETING.

BARRON COUNTY ZONING ORDINANCE NO. 2023 –

**AN ORDINANCE AMENDING THE ZONING CODE, (Re: Red Cedar Valley Properties, LLC),
COUNTY OF BARRON, WISCONSIN**

The Barron County Board of Supervisors ordains as follows

1
2 **WHEREAS, Red Cedar Valley Properties, LLC**, owner, filed a Petition to rezone
3 certain property in Barron County;

4
5 **WHEREAS,** the Zoning Map of Barron County, Wisconsin as specified in Section
6 17.26 of the Barron County Land Use Ordinance shall be amended to change the zoning
7 classification of the property in the County of Barron, Wisconsin, depicted in the attached
8 map, incorporated herein by reference, and described hereafter from:

9
10 **Residential-1** to **Agricultural-2**

11
12 **LEGAL DESCRIPTION OF PROPERTY:**

13 Rezone the Prt NE-NW shown as Lot 1 CSM 46/54, consisting of 4.867 acres, located in
14 Section 21, T34N, R11W, Town of Stanley.

15
16 **WHEREAS,** this Amendment was approved by the Zoning Committee on March
17 8, 2023, on a vote of 5-0, with Heinecke, Bartlett (alt.), Rogers, Cook and Kusilek all voting
18 in favor and 0 against. *(Thompson absent)*

19
20 **NOW, THEREFORE, BE IT ORDAINED,** that this Ordinance shall be effective
21 upon its adoption and publication and that publication of this ordinance may occur through
22 posting in accordance with Section 985.02 of the Wisconsin Statutes.
23

BARRON COUNTY ZONING ORDINANCE NO. 2023 -

**AN ORDINANCE AMENDING THE ZONING CODE, (Re: Red Cedar Valley Properties, LLC),
COUNTY OF BARRON, WISCONSIN**

Page 2

OFFERED THIS 20th day of March 2023.

<p>Number of readings required: One (X) Two ()</p> <p>Vote required for passage: Majority (X) 2/3 Entire Board (20) ()</p> <p>Source of funding: Budgeted () General Fund () Grant () Contingency () Other (X) Details <u>N/A</u></p> <p>Fiscal impact: - Current year total amount: \$ - Future years total amount: \$ - Effect on tax levy – current year - \$ - Effect on tax levy – future years - \$</p> <p>Fiscal impact reviewed by: _____ Jodi Busch, Finance Director</p> <p>Approved as to form by: _____ Jeffrey French, Administrator</p> <p>_____ John Muench, Corporation Counsel</p>	<p>_____ Bob Rogers, Committee Chair</p> <p>(The Committee Chair signature verifies the action taken by the Committee.)</p> <p>Board Action: Adopted () Failed () Tabled ()</p>
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**BARRON COUNTY ZONING COMMITTEE
BARRON, WISCONSIN
ACTION AND REPORT**

FINDINGS OF FACT:

Having heard the testimony and considered the evidence presented, the Zoning Committee determines the facts of this case to be:

Filing Date: February 3, 2023

File # 044-2100-15-020

Hearing Date: March 8, 2023

Agent:

Owner: Red Cedar Valley Properties, LLC – 2044 15th Avenue, Cameron, WI 54822
(Name and Address)

1. The applicant is the owner/lessee/mortgagee of the following described property, which is the subject of the petition to rezone the following: Prt NE-NW shown as Lot 1 CSM 46/54, consisting of 4.867 acres, located in Section 21, T34N, R11W.
2. Town of Stanley, Barron County, Wisconsin.
3. The present use of the property is: prairie.
4. The applicant requests to rezone from the R-1 district to the Ag-2 district.
5. Section 17.81 of the Ordinance.

Based on the following findings of fact, the Committee Recommends the APPROVAL/DENIAL of the petition to rezone:

- 1.) There is agriculturally-zoned property in the immediate area.
- 2.) The request meets the standards for rezoning 17.81(3)(a) of the Land Use Ordinance.
- 3.)
- 4.)
- 5.)

Is the Committee's decision consistent with the County Plan? Yes X No

Barron County Zoning Committee:

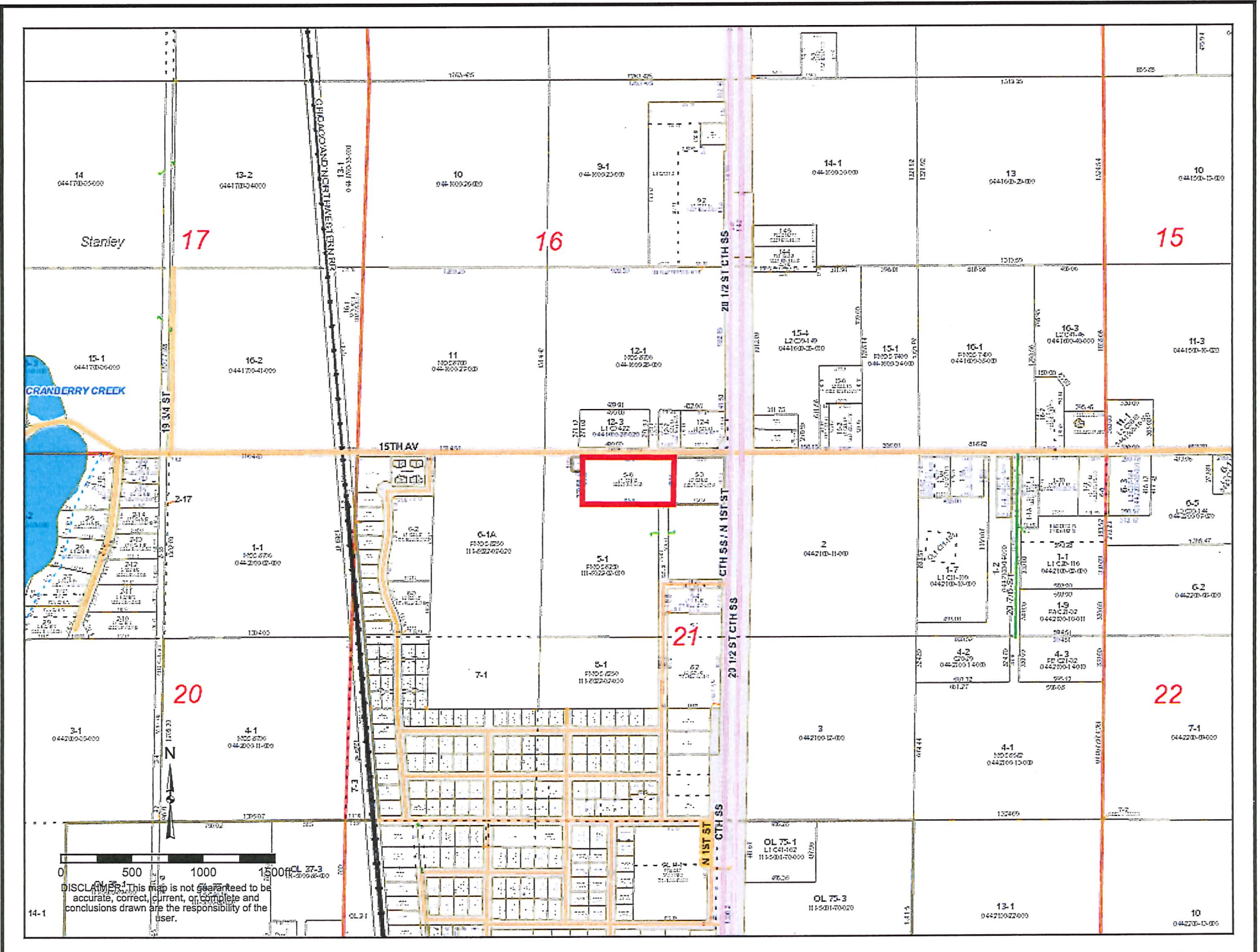
Signed: _____
Committee Chairperson

Attest: _____
Committee Secretary

Dated: _____

(Signed by Committee Chairperson Rogers on 3/8/23.)

Committee action is not final until approved by County Board Resolution.



DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

BARRON COUNTY ZONING ORDINANCE NO. 2023 –

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1
2 **WHEREAS, Larry J. & Carol J. Hansen**, owner, filed a Petition to rezone certain
3 property in Barron County;
4

5 **WHEREAS,** the Zoning Map of Barron County, Wisconsin as specified in Section
6 17.26 of the Barron County Land Use Ordinance shall be amended to change the zoning
7 classification of the property in the County of Barron, Wisconsin, depicted in the attached
8 map, incorporated herein by reference, and described hereafter from:
9

10 **_____ Residential-1 _____ to _____ Mineral Reservation _____**

11
12 **LEGAL DESCRIPTION OF PROPERTY:**

13 Rezone the Part of W ½ of SE-SE, consisting of approx. 3.15 acres, located in Section 20,
14 T34N, R14W, Town of Almena.
15

16 **WHEREAS,** this Amendment was approved by the Zoning Committee on March
17 8, 2023, on a vote of 4-1, with Heinecke, Bartlett (alt.), Cook and Kusilek all voting in
18 favor and Rogers against. *(Thompson absent)*
19

20 **NOW, THEREFORE, BE IT ORDAINED,** that this Ordinance shall be effective
21 upon its adoption and publication and that publication of this ordinance may occur through
22 posting in accordance with Section 985.02 of the Wisconsin Statutes.
23

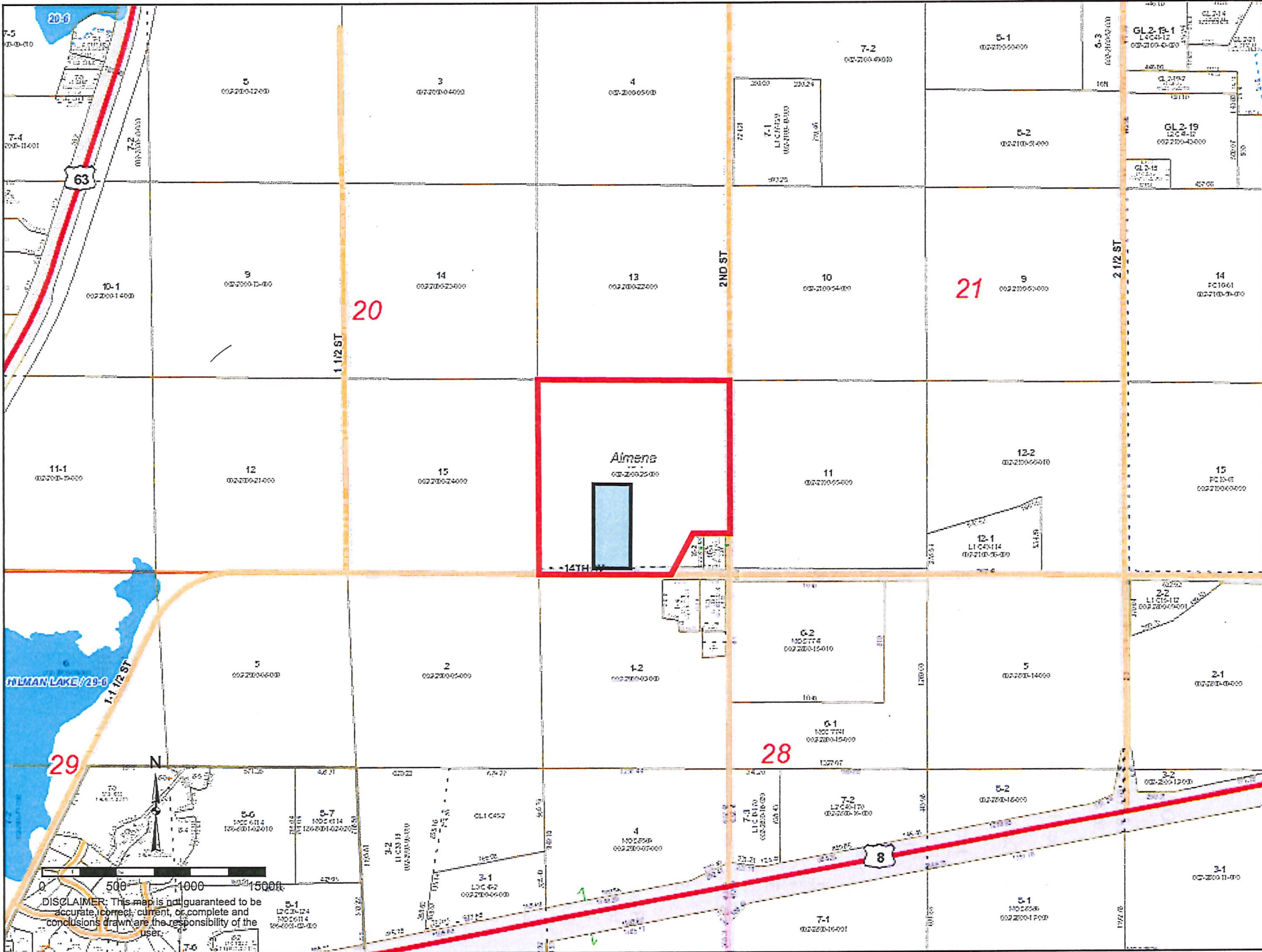
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BARRON COUNTY RESOLUTION NO. 2023-

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

TO THE BARRON COUNTY BOARD OF SUPERVISORS:

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

7
8 **WHEREAS**, on behalf of the County, the Law Firms filed a lawsuit against the Opioid
9 Defendants;

10
11 **WHEREAS**, the Law Firms filed similar lawsuits on behalf of 66 other Wisconsin counties
12 and all Wisconsin cases were coordinated with thousands of other lawsuits filed against the same
13 or substantially similar parties as the Opioid Defendants in the Northern District of Ohio, captioned
14 *In re: Opioid Litigation*, MDL 2804 (the “Litigation”);

15
16 **WHEREAS**, four (4) additional Wisconsin counties (Milwaukee, Dane, Waukesha, and
17 Walworth) hired separate counsel and joined the Litigation;

18
19 **WHEREAS**, since the inception of the Litigation, the Law Firms have coordinated with
20 counsel from around the country (including counsel for Milwaukee, Dane, Waukesha, and
21 Walworth Counties) to prepare the County’s case for trial and engage in extensive settlement
22 discussions with the Opioid Defendants;

23
24 **WHEREAS**, the settlement discussions with Teva Pharmaceutical Industries Ltd.,
25 Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS
26 Pharmacy, Inc.. (the “Settling Defendants”) resulted in a tentative agreement as to settlement terms
27 pending agreement from the County and other plaintiffs involved in the Litigation;

28
29 **WHEREAS**, copies of the various settlement agreements relating to the Settling
30 Defendants (collectively “Settlement Agreements”) representing the terms of the tentative
31 settlement agreements with the Settling Defendants have been provided with this Resolution;

32
33 **WHEREAS**, the Settlement Agreements provide, among other things, for the payment of
34 certain sums to Participating Subdivisions (as defined in the Settlement Agreements) upon the
35 occurrence of certain events detailed in the Settlement Agreements;

36
37 **WHEREAS**, the County is a Participating Subdivision in the Settlement Agreements and
38 has the opportunity to participate in the benefits associated with the Settlement Agreement

39 provided the County (a) approves the Settlement Agreements; (b) approves the Memorandum of
40 Understanding allocating proceeds from the Settlement Agreements among the various Wisconsin
41 Participating Subdivisions, a copy of which is attached to this Resolution (the “Allocation MOU”);
42 (c) approves the Memorandum of Understanding with the Wisconsin Attorney General regarding
43 allocation of settlement proceeds, a copy of which is attached to this Resolution (the “AG MOU”);
44 and (d) the Legislature’s Joint Committee on Finance approves the terms of the Settlement
45 Agreements and the AG MOU;

46
47 **WHEREAS**, 2021 Wisconsin Act 57 created Section 165.12 of the Wisconsin Statutes
48 relating to the settlement of all or part of the Litigation;

49
50 **WHEREAS**, pursuant to Wis. Stat. § 165.12(2), the Legislature’s Joint Committee on
51 Finance is required to approve the Settlement Agreements and the AG MOU;

52
53 **WHEREAS**, pursuant to Wis. Stat. § 165.12(2), the proceeds from any settlement of all or
54 part of the Litigation are distributed 70% to local governments in Wisconsin that are parties to the
55 Litigation and 30% to the State;

56
57 **WHEREAS**, Wis. Stat. § 165.12(4)(b)2. provides the proceeds from the Settlement
58 Agreement must be deposited in a segregated account (the “Opioid Abatement Account”) and may
59 be expended only for approved uses for opioid abatement as provided in the Settlement
60 Agreements;

61
62 **WHEREAS**, Wis. Stat. § 165.12(7) bars claims from any Wisconsin local government
63 against the Opioid Defendants filed after June 1, 2021;

64
65 **WHEREAS**, the definition of Participating Subdivisions in the Settlement Agreements
66 recognizes a statutory bar on claims such as that set forth in Wis. Stat. § 165.12(7) and, as a result,
67 the only Participating Subdivisions in Wisconsin are those counties and municipalities that were
68 parties to the Litigation (or otherwise actively litigating a claim against one, some, or all of the
69 Opioid Defendants) as of June 1, 2021;

70
71 **WHEREAS**, the Legislature’s Joint Committee on Finance is not statutorily authorized or
72 required to approve the allocation of proceeds of the Settlement Agreements among Wisconsin
73 Participating Subdivisions;

74
75 **WHEREAS**, the Law Firms have engaged in extensive discussions with counsel for all
76 other Wisconsin Participating Subdivisions resulting in the proposed Allocation MOU, which is
77 an agreement between all of the entities identified in the Allocation MOU as to how the proceeds
78 payable to those entities under the Settlement Agreements will be allocated;

79
80 **WHEREAS**, the proposed Addendum to the MOU (“Addendum”) provided with this
81 Resolution provides for allocation of settlement proceeds among the Wisconsin Participating
82 Subdivisions according to the same percentages as that provided in the previously-approved MOU
83 allocating the settlement proceeds of the settlements involving McKesson Corporation, Cardinal

84 Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc.,
85 Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.;

86
87 **WHEREAS**, there is provided with this Resolution a summary of the essential terms of
88 the Settlement Agreements, the deadlines related to the effective dates of the Settlement
89 Agreements, the ramifications associated with the County's refusal to enter into the Settlement
90 Agreements, the form of the Addendum, the form of the AG MOU, and an overview of the process
91 for finalizing the Settlement Agreements;

92
93 **WHEREAS**, the County, by this Resolution, shall deposit the proceeds of the Settlement
94 Agreements consistent with the terms of this Resolution and Wis. Stat. § 165.12(4)(b);

95
96 **WHEREAS**, pursuant to the County's engagement agreement with the Law Firms, the
97 County shall pay up to an amount equal to 25% of the proceeds from successful resolution of all
98 or part of the Litigation, whether through settlement or otherwise, plus the Law Firms' costs and
99 disbursements, to the Law Firms as compensation for the Law Firms' efforts in the Litigation and
100 any settlement;

101
102 **WHEREAS**, the Law Firms anticipate making application to the national fee fund
103 established in the Settlement Agreements seeking payment, in whole or part, of the fees, costs, and
104 disbursements owed the Law Firms pursuant to the engagement agreement with the County;

105
106 **WHEREAS**, it is anticipated the amount of any award from the fee fund established in the
107 Settlement Agreements will be insufficient to satisfy the County's obligations under the
108 engagement agreement with the Law Firms;

109
110 **WHEREAS**, the County, by this Resolution, and pursuant to the authority granted the
111 County in the applicable Order emanating from the Litigation in relation to the Settlement
112 Agreements and payment of attorney fees, shall authorize and direct the escrow agent responsible
113 for the receipt and distribution of the proceeds from the Settlement Agreements to establish an
114 account for the purpose of segregating funds to pay the fees, costs, and disbursements of the Law
115 Firms owed by the County (the "Attorney Fees Account") in order to fund a local "backstop" for
116 payment of the fees, costs, and disbursements of the Law Firms;

117
118 **WHEREAS**, in no event shall payments to the Law Firms out of the Attorney Fees
119 Account and the fee fund established in the Settlement Agreements exceed an amount equal to
120 25% of the amounts allocated to the County in the Addendum;

121
122 **WHEREAS**, the intent of this Resolution is to authorize the County to enter into the
123 Settlement Agreements, the Addendum, and the AG MOU, establish the County's Opioid
124 Abatement Account, and establish the Attorney Fees Account; and

125
126 **WHEREAS**, the County, by this Resolution, shall authorize the County's corporation
127 counsel to finalize and execute any escrow agreement and other document or agreement necessary
128 to effectuate the Settlement Agreements and the other agreements referenced herein;

129

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

- 132
- 133 1. The execution of the Settlement Agreements and any and all documents ancillary
134 thereto and authorizes County Administrator Jeffrey S. French Sr. or designee to
135 execute same.
- 136 2. The final negotiation and execution of the Addendum in form substantially similar
137 to that presented with this Resolution and any and all documents ancillary thereto
138 and authorizes County Administrator Jeffrey S. French Sr., or designee to execute
139 same upon finalization provided the percentage share identified as allocated to the
140 County is substantially similar to that identified in the Addendum provided to the
141 Board with this Resolution.
- 142
- 143 3. The final negotiation and execution of the AG MOU in form substantially similar
144 to that presented with this Resolution and any and all documents ancillary thereto
145 and authorizes County Administrator Jeffrey S. French Sr. or designee to execute
146 same.
- 147
- 148 4. The execution by County Administrator Jeffrey S. French Sr. or designee of any
149 additional documents or agreements for the receipt and disbursement of the
150 proceeds of the Settlement Agreements as referenced in the Addendum.
- 151

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

156

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

175 **BE IT FURTHER RESOLVED** that all actions heretofore taken by the Board of
 176 Supervisors and other appropriate public officers and agents of the County with respect to the
 177 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.

<p>Number of readings required: One (<input checked="" type="checkbox"/>) Two (<input type="checkbox"/>)</p> <p>Vote required for passage: Majority (<input checked="" type="checkbox"/>) 2/3 Entire Board (20) (<input type="checkbox"/>)</p> <p>Source of funding: Budgeted (<input type="checkbox"/>) General Fund (<input type="checkbox"/>) Grant (<input type="checkbox"/>) Contingency (<input type="checkbox"/>) Other (<input checked="" type="checkbox"/>) Details: Not Applicable</p> <p>Fiscal impact: - Current year total amount: \$ Unknown - Future years total amount: \$ Unknown - Effect on tax levy – current year - \$ Unknown - Effect on tax levy – future years - \$ Unknown</p> <p>Fiscal impact reviewed by County Finance Department</p> <p>_____ Jodi Busch, Finance Director</p> <p>Approved as to form by:</p> <p>_____ Jeffrey French, Administrator</p> <p>_____ John Muench, Corporation Counsel</p>	<p>_____ Louie Okey, Executive Committee Chair</p> <p>(The Committee Chair signature verifies the action taken by the Committee.)</p> <p>Board Action: Adopted (<input type="checkbox"/>) Failed (<input type="checkbox"/>) Tabled (<input type="checkbox"/>)</p>
---	--

**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
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Brown County
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Superior, City of
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**WISCONSIN STATE-LOCAL GOVERNMENT MEMORANDUM OF
UNDERSTANDING FOR THE ALLOCATION OF
OPIOID SETTLEMENT PROCEEDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Share, less any applicable attorney fees as authorized under Wis. Stat. § 165.12(6) and referenced above.

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

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

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

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

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

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

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

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

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

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

and

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

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

[Signatures on Following Page]

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

ON BEHALF OF THE STATE OF WISCONSIN:

Attorney General Josh Kaul

Date: _____

ON BEHALF OF THE LOCAL GOVERNMENTS:

Adams County
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Ashland County
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Milwaukee County
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Franklin, City of
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Greenfield, City of
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Milwaukee, City of
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Oak Creek, City of
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South Milwaukee, City of
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Wauwatosa, City of
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Sturtevant, City of
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Union Grove, City of
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Yorkville Town
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EXHIBIT A
Litigating Local Governments

Adams County
Ashland County
Barron County
Bayfield County
Brown County
Buffalo County
Burnett County
Calumet County
Chippewa County
Clark County
Columbia County
Crawford County
Dane County
Dodge County
Door County
Douglas County
City of Superior
Dunn County
Eau Claire County
Florence County
Fond Du Lac County
Forest County
Grant County
Green County
Green Lake County
Iowa County
Iron County
Jackson County
Jefferson County
Juneau County
Kenosha County
City of Kenosha
Village of Pleasant Prairie
Kewaunee County
La Crosse County
Lafayette County
Langlade County
Lincoln County
Manitowoc County
Marathon County
Marinette County
City of Marinette

Marquette County
Menominee County
Milwaukee County
City of Cudahy
City of Franklin
City of Greenfield
City of Milwaukee
City of Oak Creek
City of South Milwaukee
City of Wauwatosa
City of West Allis
Monroe County
Oconto County
Oneida County
Outagamie County
Ozaukee County
Pepin County
Pierce County
Portage County
Price County
Racine County
Village of Mount Pleasant
Village of Sturtevant
Village of Union Grove
Town of Yorkville
Richland County
Rock County
Rusk County
Sauk County
Sawyer County
Shawano County
Sheboygan County
St Croix County
Taylor County
Trempealeau County
Vernon County
Vilas County
Walworth County
Washburn County
Washington County
Waukesha County
Waupaca County

Waushara County
Winnebago County
Wood County

<https://nationalopioidsettlement.com/executive-summary/>

Executive Summary of National Opioid Settlements

[2.03.2023. Subject to ongoing corrections and updates]

In 2021, nationwide settlements were reached to resolve all opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors—McKesson, Cardinal Health, and AmerisourceBergen (“Distributors”)—and against manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”). These “2021 National Settlements” have been finalized, and payments have already begun. In all, the Distributors will pay up to \$21 billion over 18 years, and J&J will pay up to an additional \$5 billion over no more than nine years.

In late 2022, agreements were announced with three pharmacy chains—CVS, Walgreens, and Walmart—and two additional manufacturers—Allergan and Teva. In January 2023, each of those pharmacy chains and manufacturers confirmed that a sufficient number of states had agreed to the settlements to move forward. As with the 2021 National Settlements, states and local governments that want to participate in the 2022 National Settlements now will have the opportunity to “opt in.” The greater the level of subdivision participation, the more funds will ultimately be paid out for abatement. Assuming maximum participation, the 2022 National Settlements require:

- Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or \$240 million of cash in lieu of product, as each state may elect;
- Allergan to pay up to \$2.02 billion over 7 years;
- CVS to pay up to \$4.90 billion over 10 years;
- Walgreens to pay up to \$5.52 billion over 15 years; and
- Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within 6 years.

(These figures include amounts attributable to prior settlements between the Defendants and certain states/subdivisions and amounts for attorneys’ fees and costs.)

Under both the 2021 and 2022 National Settlements, at least 85% of the funds going directly to participating states and subdivisions must be used for abatement of the opioid epidemic, with the overwhelming bulk of the proceeds restricted to funding future abatement efforts by state and local governments.

In addition to providing billions of dollars for abatement, the settlements also impose changes in the way the settling defendants conduct their business. For example:

- The Distributors will create a groundbreaking clearinghouse through which they will be required to account not only for their own shipments, but also the shipments of the other distributors, in order to detect, stop, and report suspicious opioids orders;
- J&J (which ceased marketing Opioids in 2015 and ceased selling Opioids in 2020) will not market or sell any opioid products in the next ten years and has agreed to cease lobbying concerning prescription opioids for ten years;
- Teva and Allergan have agreed to strict limitations on their marketing, promotion, sale, and distribution of opioids, including a ban on: (1) promotion and lobbying; (2) rewarding or disciplining employees based on volume of opioid sales; and (3) funding or grants to third parties; and
- Walmart, CVS, and Walgreens are required to implement changes in how they handle opioids, including requirements addressing their compliance structures, pharmacist judgment, diversion prevention, suspicious order monitoring, and reporting on red-flag processes, as well as blocked and potentially problematic prescribers.

The 2021 and 2022 National Settlements are the culmination of many years of intense negotiations among representatives of the State Attorneys General, the court-appointed Plaintiffs' Executive Committee and Negotiation Committee, which are comprised of lawyers in the National Prescription Opiate MDL who represent subdivisions, and counsel to the Settling Defendants. These negotiations were facilitated by Judge Dan Polster (who oversees the federal MDL litigation), by the Special Masters appointed by the MDL Court, and by experienced, neutral mediators.

The agreements do not settle or release any claims brought by Tribes or by private parties, including private individuals, private hospitals, or private third-party payers.

Additional information, including answers to FAQs, can be found at nationalopioidsettlement.com/news.

Key Dates

Note: Notice of the 2022 National Opioid Settlements has already been provided to all eligible states, and there has been sufficient state-level participation to proceed to the second phase of these settlements. Key dates for the second phase of these settlements are set forth below.

TEVA	ALLERGAN	WALGREENS	WALMART	CVS
January 25, 2023 Notice to subdivisions to begin rolling out	January 25, 2023 Notice to subdivisions to begin rolling out	January 25, 2023 Notice to subdivisions to begin rolling out	January 25, 2023 Notice to subdivisions to begin rolling out	January 25, 2023 Notice to subdivisions to begin rolling out
April 18, 2023 "Initial Participation Date" - Deadline to submit participation forms	April 18, 2023 "Initial Participation Date" - Deadline to submit participation forms	April 18, 2023 "Initial Participation Date" - Deadline to submit participation forms	April 18, 2023 "Threshold Subdivision Participation Date" - Deadline to submit participation forms	April 18, 2023 "Initial Subdivision Participation Date" - Deadline to submit participation forms
		May 2, 2023 Deadline for Settling States to inform Walgreens whether they agree to proceed with the settlement		May 2, 2023 Deadline for Settling States on the Enforcement Committee to determine whether to proceed with the settlement
May 18, 2023 "Reference Date" - Deadline for Teva to decide whether to proceed with the settlement	May 18, 2023 "Reference Date" - Deadline for Allergan to decide whether to proceed with the settlement	May 18, 2023 "Reference Date" - Deadline for Walgreens to decide whether to proceed with the settlement		May 18, 2023 "Reference Date" - Deadline for CVS to decide whether to proceed with the settlement
July 17, 2023 "Effective Date" of settlement [60 days after Reference Date]	July 17, 2023 "Effective Date" of settlement [60 days after Reference Date]	July 17, 2023 "Effective Date" of settlement [60 days after Reference Date]; Date of first payment by Walgreens	June 2, 2023 "Effective Date" of settlement [assuming certain "Subdivision Participation Thresholds" are achieved]	June 2, 2023 "Effective Date" of settlement [15 days after Reference Date]
August 16, 2023 Date of First Payment by Teva	August 16, 2023 Date of First Payment by Allergan	August 16, 2023 First payment transferred from Settlement Fund Escrow Fund to Settlement Fund	July 15, 2023 Date of first payment by Walmart	June 30, 2023 Date of First Payment by CVS
Payments to subdivisions on a rolling basis	Payments to subdivisions on a rolling basis	Payments to subdivisions on a rolling basis	Payments to subdivisions on a rolling basis	Payments to subdivisions on a rolling basis

For informational purposes only. Executed settlement agreements control.



MEMORANDUM

Date: March 9, 2023
To: Wisconsin Counties
From: Erin K. Dickinson, Crueger Dickinson LLC
Re: Ramifications Associated with any County's Refusal to Join Settlements

Defendants Teva, Allergan, CVS, Wal-Mart, and Walgreens (collectively, "Settlement Defendants") have announced global settlements with "Participating Subdivisions," subject to sign-on periods and final approvals by the Parties. Your County has been provided with the information about these settlements, which is public and available at: <https://nationalopioidsettlement.com/>

It is important in each County's decision to participate in this Settlement (as it was in the last round of Settlements) that each of you understand the ramifications both to your individual County and to the overall Settlement payments to Wisconsin state and local governments if your County chooses *not* to participate. These ramifications are as follows:

First, and most obviously, your County will not receive any money to help combat the opioid epidemic.

Second, anything less than 100% participation in Wisconsin will negatively impact the total funds that flow into Wisconsin to combat the opioid epidemic. The Settlements are structured based on the participation level with 100% participation paying 100% of the available funds. If your County does not participate, then Wisconsin will not achieve 100% participation and will not be eligible to receive 100% of the available funds.

Third, the stay issued by the Court in its April 11, 2018, Case Management Order (docket no. 232) will be lifted for your County's case and your County will immediately be placed back into the "Litigation Track." This means that your County will immediately be in active litigation against Wal-Mart, CVS, Walgreens, Allergan, and Teva with immediate deadlines that include completing an updated Plaintiff Fact Sheet, and disclosing expert reports and damage opinions, followed



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by discovery and potentially a trial.

We strongly recommend that you join these Settlements. We firmly believe your County will not receive a better settlement offer than this short of spending additional years, millions of dollars, and significant use of county resources. And, as with any litigation, we cannot guarantee the outcome of such a litigation effort even if the County was to undertake it.

We are happy to discuss our recommendation with any County at any time.

Frequently Asked Questions about the 2022 National Opioid Settlements with Teva, Allergan, Walmart, Walgreens, and CVS
[Subject to ongoing corrections and updates]
[Executed Agreements Control]

1. Which Defendants Have Executed National Opioid Settlements?

Since the Summer of 2021, nine Defendant families have executed National Opioid Settlements. First, in July 2021, J&J and Distributors McKesson, Cardinal Health, and AmerisourceBergen entered into National Opioids Settlements (“2021 National Settlement(s)”; details regarding the 2021 National Settlements, including a separate set of FAQs, can be found here: <https://nationalopioidsettlement.com/distributor-janssen-faq/>). More recently, between November and December of 2022, five additional Defendant families have entered into National Opioids Settlements (“2022 National Settlement(s)”).¹ They are:

Settling Defendant	Date of Settlement Agreement	Link to Settlement Agreement
Teva	November 22, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Final-Teva-Global-Settlement-Agreement-and-Exhibits_12-20-22.pdf
Allergan	November 22, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Final-Allergan-Global-Agreement-and-Exhibits_12-20-22.pdf
Walmart	November 14, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Walmart-Settlement-Agreement-2022.12.02_FINAL.pdf
Walgreens	December 9, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Walgreens-Multistate-Agreement-and-Exhibits.pdf
CVS	December 9, 2022	https://nationalopioidsettlement.com/wp-content/uploads/2022/12/2022-12-09-CVS-Global-Settlement-Agreement-with-Exhibits.pdf

2. Which Entities Are Eligible to Participate in the 2022 National Settlements?

The 2022 National Settlements are “opt in” settlements that are open only to states, as well as state subdivisions (e.g., municipalities, counties, parishes, cities, towns, incorporated townships, villages, and boroughs) and certain special districts (e.g., school districts, fire

¹ The 2022 National Settlements define the specific entities entering into the respective agreements, as well as the “Released Entities.”

districts, and hospital districts). Claims brought on behalf of private individuals and businesses (including private hospitals and private third-party payors) are **not** included and will not be released. Claims brought on behalf of Tribal Nations are also not included and will not be released through participation in these agreements, but Tribal Nations may be eligible to participate in separate settlements with these same defendants; more information on those separate agreements may be found here: <https://www.tribalopioidsettlements.com/>.

Each 2022 National Settlement has the same basic “two-phase” structure:

Phase I – Eligible States: With respect to each 2022 National Settlement, most states are eligible to participate. (For these purposes, Washington, D.C. and the five U.S. Territories² are treated as “states.”) Certain states are not eligible to participate in certain of these settlements (e.g., due to prior settlements or litigation with a settling Defendant). Among the states eligible to participate in certain 2022 National Settlements, a small number have chosen not to participate in one or more of those settlements. Accordingly, for each of the 2022 National Settlements, the only states that may participate are those that are eligible and elected to do so. The following list sets forth, for each 2022 National Settlement, the eligible and ineligible states, as well as those eligible states that have chosen not to participate.

- **Teva Settlement:**
 - All states are eligible, **except** Florida, Louisiana, Oklahoma, Rhode Island, Texas, and West Virginia. Oklahoma subdivisions and special districts, however, **are** eligible to participate.
 - Nevada has chosen not to participate.

- **Allergan Settlement:**
 - All states are eligible, **except** Florida, Louisiana, New York, Rhode Island, and West Virginia.
 - Nevada has chosen not to participate.

- **Walmart Settlement:**
 - All states are eligible, **except** Alabama, Florida, New Mexico, and West Virginia.

- **Walgreens Settlement:**
 - All states are eligible, **except** Florida.
 - Michigan, Nevada, New Mexico, and West Virginia have chosen not to participate.

² American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands.

- **CVS Settlement:**

- All states are eligible, **except** Florida, New Mexico, and West Virginia.
- Maryland and Nevada have chosen not to participate.

Phase II – Eligible Subdivisions: Within settling states only, both non-litigating and litigating subdivisions may participate, including all municipal, county, city, town, township, parish, village, or borough governments, as well as any other subdivisions that have filed lawsuits that fall within the release provisions of the 2022 National Settlements. “Special Districts” are treated as “Subdivisions” under the Walmart, Walgreens, and CVS Settlements. Under the Teva and Allergan Settlements, certain special districts, such as school districts, fire districts, and hospital districts, are eligible to participate in the 2022 National Settlements, along with subdivisions. For ease of reference, unless otherwise noted, use of the term “Subdivision” in these FAQs includes eligible “Special Districts.”

Subdivisions within a state can only participate if their state is participating.

In addition, certain subdivisions—even within participating states—may not be eligible to participate in one or more of the 2022 National Settlements despite their state participating, e.g., if they have previously settled and released their claims. Subdivisions should speak to their respective counsel and/or their respective state attorney general for further information on their eligibility.

3. If a State or Subdivision Did Not Participate in the 2021 National Settlements with J&J or the Distributors (McKesson, Cardinal Health, and AmerisourceBergen), Can It Participate in the 2022 National Settlements with Teva, Allergan, Walmart, Walgreens, and CVS?

Yes. Whether an eligible state or subdivision participated in either of the 2021 National Settlements does **not** impact its eligibility to participate in these more recent 2022 National Settlements with Teva, Allergan, Walmart, Walgreens, and CVS.

4. May a State or Subdivision Participate in Some of the 2022 National Settlements While Choosing Not to Participate in Others?

Yes, except for the Teva and Allergan Settlements, eligible states and subdivisions may choose to participate in one or more of the 2022 National Settlements, while choosing not to participate in others. **However**, if your state has participated in both the Teva and Allergan Settlements, your subdivision must participate in both or neither of these settlements; it cannot choose to participate in just Teva or just Allergan. If your state only participated in Teva, you can choose to participate only in Teva (and the Allergan Settlement is not available to you). And vice versa. A chart reflecting each state’s participation status with respect to each of the 2022 National Settlements is available here: <https://nationalopioidsettlement.com/state-participation-status/>.

5. How Many States Are Participating? Has “Critical Mass” Been Reached at the State Level?

The 2022 National Settlements are designed to incentivize higher participation rates. Each settlement provides two or more “critical mass” phases for each settling Defendant and/or the states to determine whether there is sufficient participation to make it worth proceeding with the settlement or, in the case of the Walmart Settlement, to meet minimum, objective participation thresholds.

Phase I has been met for each of the 2022 National Settlements, meaning that there was sufficient state-level participation to proceed to Phase II of the settlements regarding subdivisions. Teva, Allergan, and Walgreens each determined there was sufficient state participation to proceed to the second phase of those agreements. For the CVS Settlement, settling states on the “Enforcement Committee,” as well as CVS, determined there was sufficient state participation to proceed to the second of the settlement. For the Walmart Settlement, the “State Participation Threshold” was achieved (i.e., at least 45 of the 50 “Threshold States” joined the settlement), so that settlement will also proceed to its second phase.

A chart reflecting each state’s participation status with respect to each of the 2022 National Settlements is available here: <https://nationalopioidsettlement.com/state-participation-status/>.

6. What Steps Are Needed for a Subdivision to Opt In?

To participate, a subdivision must execute and submit a participation form **for each settlement** it wants to participate in. Participation forms must be executed and submitted on or **before April 18, 2023**, for subdivisions to be considered an “Initial Participating Subdivision” in a settlement. The participation forms will include a release (discussed below) and advance authorization for entry of a Master Dismissal of the released claims (if the settlement moves forward).

By executing and returning a participation form for a settlement: (1) the subdivision agrees to the terms of the applicable settlement agreement pertaining to subdivisions; (2) the subdivision releases all claims within the scope of such settlement; (3) the subdivision agrees to use monies it receives as required under such settlement; (4) the subdivision submits to the jurisdiction of the court where their state’s consent judgment is filed for purposes limited to that court’s role under such settlement; and (5) with respect to subdivisions who have filed lawsuits against any settling Defendant, the subdivision commits to promptly dismissing its legal action against that settling Defendant. By signing a participation form, the subdivision is authorizing the Plaintiffs’ Executive Committee (PEC) to file a dismissal on its behalf for any claims pending in the MDL. (For claims pending outside the MDL, the subdivision is obligated to dismiss those claims itself.) A link to an example of such dismissal may be found here: <https://nationalopioidsettlement.com/wp-content/uploads/2023/01/form-of-Master-Stipulation-of-Dismissal.pdf>.

After April 18, 2023, the extent of subdivision participation will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. See FAQ #8 below. If the settlement moves forward, the release in the subdivision's participation form will become effective. If a settlement does not move forward, that release will not become effective.

There are three methods for returning the executed participation forms and any supporting documentation to the Implementation Administrator:

1. **Electronic Signature via DocuSign:** Executing the participation forms electronically through DocuSign will return the signed forms to the Implementation Administrator and associate a subdivision's forms with that subdivision's records. Electronic signature is the most efficient method for returning participation forms, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
2. **Manual Signature returned via DocuSign:** DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed participation forms via DocuSign will associate a subdivision's signed forms with that subdivision's records.
3. **Manual Signature returned via electronic mail:** If a subdivision is unable to return executed participation forms using DocuSign, signed participation forms may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the following subject line:

Settlement Participation Forms – [Subdivision Name, Subdivision State] – [Reference ID]

Detailed instructions on how to sign and return the participation forms, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

7. What Are the Deadlines to Opt In to One or More of the 2022 National Settlements?

As discussed above in FAQ #5, the state participation phase of the settlements has resulted in sufficient state participation to move forward with subdivision participation phase. The applicable time periods and deadlines are set forth below in Chart A. These deadlines reflect agreed extensions beyond the dates provided for under the settlement agreements.

For each of the 2022 National Settlements, subdivisions will have until **April 18, 2023**, to execute and submit their participation forms and be considered an “Initial Participating Subdivision” in a settlement.

For the Teva, Allergan, Walgreens, and CVS Settlements, these settling Defendants will then have until May 18, 2023, to determine whether to proceed further with their respective settlements.³ The Walgreens and CVS Settlements include an intervening deadline (May 2, 2023) by which states are to determine whether there has been sufficient subdivision-level participation to proceed with those settlements.

Chart A

Settling Defendant	Initial deadline for subdivisions to participate in settlement	Deadline for states to determine whether to proceed	Deadline for settling Defendants to determine whether to proceed (Reference Date⁴)
Walmart	April 18, 2023		
Teva	April 18, 2023		May 18, 2023
Allergan	April 18, 2023		May 18, 2023
Walgreens	April 18, 2023	May 2, 2023	May 18, 2023
CVS	April 18, 2023	May 2, 2023	May 18, 2023

³ Under the Walmart Settlement, each of the settling states will use reasonable efforts to ensure that, by April 18, 2023, the settling states have met the following “Subdivision Participation Thresholds” for the Walmart Settlement to become effective: (1) more than 85% of the aggregate population of all litigating subdivisions located in the settling states and separately settling states, and (2) more than 85% of the aggregate population of all non-litigating threshold subdivisions located in the settling states and separately settling states, (a) have become participating subdivisions, (b) are subject to a bar or case-specific resolution, or (c) have joined a settlement between Walmart and a separately settling state by executing a participation form, including a release.

⁴ In the Teva, Allergan, Walgreens, and CVS Settlements, the “Reference Date” refers to the date by which each respective settling Defendant is to determine whether there has been enough subdivision-level participation to proceed beyond the second phase of its settlement. (In the Walmart Settlement, the “Subdivision Participation Thresholds” are based on objective criteria, and there is thus no such “Reference Date.”)

8. What Level of Subdivision Participation Is Necessary for the 2022 National Settlements to Become Effective?

Under the Teva, Allergan, Walgreens, and CVS Settlements, there is no set threshold of subdivision-level participation required for those settlements to become effective. As to the Teva and Allergan Settlements, once the deadline for subdivisions to participate has passed, these settling Defendants will determine whether there has been sufficient subdivision-level participation for these settlements to become effective. The Walgreens and CVS Settlements operate similarly to the Teva and Allergan Settlements, except that under those settlements, the settling states (Walgreens) or the “Enforcement Committee” representing the settling states (CVS) will first have the opportunity to determine whether there has been sufficient subdivision participation to proceed with these settlements. If so, then Walgreens and CVS are to determine whether they agree that sufficient subdivisions have participated in the settlements. The decisions of the Teva, Allergan, CVS, and Walgreens as to whether there has been adequate subdivision-level participation is in their sole discretion and must be made in good faith.

The Walmart Settlement is different in that the level of subdivision participation required for the settlement to become effective is based on objective criteria: (1) more than 85% of the aggregate population of all litigating subdivisions located in settling states, as well as states that have separately settled with Walmart, must agree to participate or otherwise have their claims fully released, **and** (2) more than 85% of the aggregate population of all non-litigating threshold subdivisions (defined to include subdivisions with populations greater than 30,000 or those with populations between 10,000 and 30,000 that have brought opioids-related claims against McKesson, Cardinal Health, AmerisourceBergen, or J&J) must agree to participate or otherwise have their claims fully released. The calculation of the aggregate populations of litigating subdivisions and non-litigating threshold subdivisions is on an aggregated basis and not a state-by-state basis. If these thresholds are met, then the Walmart Settlement will become effective.

9. Can Eligible States Opt In After the Deadlines for Doing So?

Except for the Walmart Settlement, eligible states may, under certain circumstances, join the 2022 National Settlements after the deadlines to do so. However, later joinder by eligible states requires the consent of the respective settling Defendant (and, if applicable, the State Enforcement Committee for such settlement). If an eligible state later joins a 2022 National Settlement, subdivisions within that state may also sign on and participate in such settlement but may receive lower total payments. Note that, with respect to the CVS and Walgreens Settlements, no eligible state may become a settling state after May 31, 2023, and June 30, 2023, respectively.

10. What Funds Will Be Available for Abatement?

The amounts to be paid under each 2022 National Settlement depend on the level of participation by eligible states and subdivisions. Each of the settlements requires the settling Defendant to make annual payments over a period of years consisting of base and

incentive payments. **Assuming maximum participation** by eligible states and subdivisions, **Chart B** below reflects the **highest** amounts to be paid by each settling Defendant, including the base, incentive, and total amounts for abatement.

Chart B

Settling Defendant	Abatement – Base	Abatement - Incentive	Abatement – Total	Other	Total
Teva	\$1,325,488,100 (45% of the Net Abatement Amount of \$2,945,529,111)	\$1,620,041,011 (55% of the Net Abatement Amount of \$2,945,529,111)	\$2,945,529,111	<ul style="list-style-type: none"> • Maximum cash conversion of Settlement Product if Settling State elects to convert all or a portion of its Settlement Product allocation into a cash payment (\$240,000,000)⁵ • Additional Restitution Amount (\$28,669,762) • Global Settlement Attorney Fee Amount of (\$366,335,847.76) 	\$3,580,534,720.76
Allergan	\$809,634,037.95 (45% of the Net Abatement Amount of \$1,799,186,751)	\$989,552,713.05 (55% of the Net Abatement Amount of \$1,799,186,751)	\$1,799,186,751	<ul style="list-style-type: none"> • Additional Restitution Amount (\$16,192,680.76) • Global Settlement Attorney Fee Amount (\$206,906,476.36) 	\$2,022,285,908.12
Walmart	\$909,641,765.08 (38% of Global Settlement Remediation Amount of \$2,393,794,118.64).	\$1,484,152,353.56 (62% of Global Settlement Remediation Amount of \$2,393,794,118.64).	\$2,393,794,118.64	<ul style="list-style-type: none"> • Subdivision Attorneys’ Fees, Expenses and Costs (\$297,720,376.93) • State Outside Counsel Fee Fund (\$16,006,471.88) • State Cost Fund (\$16,006,471.88) 	\$2,739,533,911.20

⁵ Under the Teva Settlement, Teva will offer up to \$1.2 billion of Teva’s generic version of the overdose reversal drug Narcan or, alternatively, provide cash at 20% of the \$1.2 billion wholesale acquisition cost “in lieu of product.”

				<ul style="list-style-type: none"> • Additional Remediation (\$16,006,471.88) 	
Walgreens	\$1,963,147,836 (41% of the Adjusted State Remediation Payment of \$4,788,165,456)	\$2,825,017,620 (59% of the Adjusted State Remediation Payment of \$4,788,165,456)	\$4,788,165,456	<ul style="list-style-type: none"> • Private Attorneys Fees (\$638,600,000) • State AG Fees and Costs (\$63,842,206) • Additional Remediation Amount (\$31,921,103) 	\$5,522,528,766
CVS	\$1,626,081,118 (38% of Maximum Remediation Payment of \$4,279,160,837)	\$2,653,079,719 (62% of Maximum Remediation Payment of \$4,279,160,837)	\$4,279,160,837	<ul style="list-style-type: none"> • Common Benefit and Subdivision Attorneys' Fees, Expenses and Costs (\$539,457,124) • State Outside Counsel Fee Fund (\$28,527,739) State Cost Fund (\$28,527,739) and Additional Remediation Amount (\$28,527,739) 	\$4,904,201,178

11. How Much Will a Settling State Receive in Base Payments Under the 2022 National Settlements?

As illustrated in Chart B above, approximately \$6.63 billion in base payments would be available to settling states. These base payments do not require a settling state to meet any specific participation benchmarks or conditions. Base payments will be paid out annually for distribution to each settling state according to its share of the abatement funds using the top-level state allocation model discussed below. Each state’s base payment is then allocated into the three sub-funds or according to a state-subdivision agreement, qualifying statute, or statutory trust, as explained below.

12. How Much Can a State Receive in Incentive Payments?

Under the 2022 National Settlements, approximately \$9.57 billion in abatement funds would be earmarked for “Incentive Payments” Although the criteria for Incentive Payments under each of the 2022 National Settlements are similar, there are differences in how they operate and when they accrue, as explained in FAQ #13 below.

13. How Do Incentive Payments Work?⁶

In each of the 2022 National Settlements, incentive payments are designed to reward states for increasing participation in the settlements by their subdivisions and/or taking steps to bar or otherwise resolve current and future subdivision litigation, but there are differences in how these incentive payments operate and when they accrue.

Eligibility for incentive payments is **state-specific**, meaning that eligibility for incentive payments, as well as the amount of such payments, depends on whether, and the extent to which, the applicable incentive criteria set forth in each of the 2022 National Settlements are met **in each such settling state**, irrespective of any other settling states.

- **Teva/Allergan**

The Teva and Allergan Settlements divide incentive payments into four categories: Incentives A, B, C, and D. Under the Teva Settlement, Incentives A-C would be due in installments over 12 years beginning with Payment Year 2, and Incentive D would be due in installments over 10 years beginning with Payment Year 4. Under the Allergan Settlement, Incentives A-C would be due in installments over 6 years beginning with Annual Payment 2, and Incentive D would be due in installments over 4 years beginning with Annual Payment 4. Under these settlements, if a settling state qualifies for Incentive A, it would receive the maximum payment allocable to the State for Incentives A-C. If a settling state does not qualify for Incentive A, it can alternatively qualify for Incentive B and/or Incentive C. A settling state can qualify for Incentive D regardless of whether it qualifies for another incentive payment.

Incentives A-D are generally as follows:

Incentive A: Full participation, or fully released claims, of (1) litigating subdivisions/special districts and (2) non-litigating subdivisions with populations greater than 10,000/non-litigating covered special districts.

Incentive B: Early participation, or released claims, by litigating subdivisions/special districts representing at least 75% of the settling state's litigating population.

Incentive C: Participation, or release of claims, by litigating **or** non-litigating primary subdivisions (defined as subdivisions with populations of 30,000 or more) representing more than 60% of the settling state's primary subdivision population (Part 1) and 100% of its 10 largest subdivisions by population (Part 2).

⁶ Note that these FAQs include certain terms that are specifically defined in the 2022 National Settlements. The definitions contained in the 2022 National Settlements are determinative.

Incentive D: No opioids-related lawsuits filed by subdivisions within the settling state against settling Defendants as of two look-back dates 2 years and 5.5 years after the “Preliminary Agreement Date.”

- **CVS**

Under the CVS Settlement, Incentives A-D are generally like the Teva and Allergan Settlements. But there are certain differences.

First, unlike the Teva and Allergan Settlements, Incentive A is **mutually exclusive** with Incentives B, C, and D, meaning that a settling state may either qualify for Incentive A, or Incentives B, C, and/or D. A settling state will be eligible for its full allocable share of the maximum amount available for incentive payments by either: (1) achieving Incentive A within 2 years of the Effective Date or (2) by fully earning Incentive B in each Payment Year it is available and earning Incentives C and D in a manner that produces that maximum possible combined amount from those two incentives.

Second, Incentive B requires early participation, or released claims, by litigating subdivisions representing at least 85% of the settling state’s litigating population.

Third, Incentive C requires participation, or release of claims, by at least 85% of the settling state’s litigating subdivisions **and** non-litigating threshold subdivisions (defined to include subdivisions with populations greater than 30,000 or subdivisions with populations between 10,000 and 30,000 that have brought an opioids-related claim against McKesson, Cardinal Health, AmerisourceBergen, or J&J).

Finally, there are five look-back dates for Incentive D: April 30 of Payment Years 6-10.

- **Walgreens**

Under the Walgreens Settlement, incentive payments are divided among three categories: Incentives A, BC, and D. Incentive A is mutually exclusive with Incentives BC and D; if a settling state receives Incentive A, such settling state is not eligible for Incentives BC or D.

Incentive A requires full participation from all litigating subdivisions, primary subdivisions (defined to include subdivisions with populations over 10,000), and certain special districts. Incentive BC is determined based on the percentage of the aggregate population of all the settling state’s litigating subdivisions and non-litigating threshold subdivisions (defined to include subdivisions with

populations greater than 30,000 or those with populations between 10,000 and 30,000 that have brought opioids-related claims against McKesson, Cardinal Health, AmerisourceBergen, or J&J) that have participated in the settlement or otherwise fully released their claims. A sliding percentage scale will determine the Incentive BC Payments under these settlement agreements.

Under the Walgreens Settlement, a settling state may earn Incentives A and BC in annual payments 2 through 15.

Finally, Incentive D (payments which are based on Incentive BC participation percentage) can be earned if there are no qualifying lawsuits surviving a threshold motion as of certain look-back dates prior to Incentive D payments being made. Any Incentive D payments would be made under the Walgreens Settlement during Payment Years 6-15.

- **Walmart**

Incentive payments under the Walmart Settlement operate similarly to incentive payments under the Walgreens Settlement. However, under the Walmart Settlement, Incentive Payments A and BC would be paid in (at most) three payments in Payment Years 1 through 3. Any Incentive D payments would be made during Payment Years 3-6.

14. If States or Subdivisions Elect to Participate in the 2022 National Settlements, When Will They Receive Abatement Fund Payments?

Participating states and subdivisions would receive abatement proceeds through annual payments continuing over a period of years. Chart C below sets forth, for each 2022 National Settlement, the date through which annual abatement payments would be made by the respective settling Defendant.

Chart C

Settling Agreement	Annual Abatement Payments Made Until
Teva Settlement	July 15, 2035
Allergan Settlement	July 15, 2029
Walmart Settlement	~July 15, 2028
Walgreens Settlement	December 31, 2036
CVS Settlement	June 30, 2032

15. How Will Settlement Proceeds Be Used?

Each of the 2022 National Settlements requires that at least 85% to 95.5% of abatement funds be used to fund opioid-remediation efforts, with at least 70% of abatement funds required to be used in connection with future opioid-remediation efforts. Chart D below sets forth, for each settlement, the minimum percentage of settlement payments disbursed to states and participating subdivisions that must be spent on “Opioid Remediation” and “future Opioid Remediation,” respectively. The 2022 National Settlements effectively define “Opioid Remediation” as including care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures, except where the agreement restricts the use of funds solely to **future** Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. The 2022 National Settlements include broad and non-exhaustive lists of qualifying opioid-remediation expenditures.⁷

Chart D

Settling Defendant	Minimum Amount of Settlement Proceeds To Be Spent on Opioid Remediation	Minimum Amount of Settlement Proceeds To Be Spent on Future Opioid Remediation
Teva	85%	70%
Allergan	85%	70%
Walmart	85%	70%
Walgreens	95%	70%
CVS	95.5%; <i>provided, however, that the remaining 4.5% only may be spent outside of Opioid Remediation to the extent necessary to satisfy certain attorney fee agreements entered into by settling states.</i>	70%

16. How Will the State-Level Allocations Be Made?

Under the 2022 National Settlements, each of the settling Defendants would make annual payments consisting of base and incentive payments (described above). Calculation of the amounts distributed to each settling state (including the state and its settling subdivisions) starts with a top-level allocation among all states of the maximum potential payment. How much of that maximum

⁷ If settlement proceeds are used for something other than “Opioid Remediation,” then the amounts and uses (including any use to pay attorneys’ fees and costs) must be publicly reported.

amount each state will receive in any given year is then based on (1) which incentive payment categories that state qualifies for that year; and (2) whether amounts otherwise payable are offset or otherwise adjusted (see FAQ #18 below regarding offsets). Once the annual payment for a state is calculated, the further allocation of that state's payment proceed as outlined below among that state's (1) "State Fund"; (2) "Abatement Accounts Fund"/"Remediation Accounts Fund"; and (3) "Subdivision Fund."

For purposes of the top-level maximum potential allocation discussed above, an "Overall Allocation Percentage" or "State Allocation Percentage" has been calculated for each 2022 National Settlement based on the states eligible to participate in such settlements. Within each eligible state, there is a "Subdivision Allocation Percentage" or "Subdivision and Special District Allocation Percentage," set forth in Exhibit G to the respective 2022 National Settlements, which reflects the portion of a settling state's Subdivision Fund that a subdivision would receive if it becomes a participating subdivision (in the absence of a state-subdivision agreement, qualifying statute, or statutory trust; see FAQ #17 below). The aggregate "Subdivision Allocation Percentage" or "Subdivision and Special District Allocation Percentage" for each state equals 100%.

These sub-percentages for each state are based on population, adjusted for the proportionate share of the impact of the opioid epidemic using reliable, detailed, and objective national data, including: (1) the amount of opioids shipped to the state; (2) the number of opioid-related deaths that occurred in the state; and (3) the number of people who suffer opioid use disorder in the state. Adjustments were made to reflect the severity of impact insofar as the oversupply of opioids had more deleterious effects in some locales than in others. Ultimately, the model allocates settlement funds in proportion to where the opioid crisis has caused harm.

17. How Will Settlement Funds Be Allocated Within a State?

Settlement proceeds will be allocated in accordance with the terms of any qualifying agreement between a state and its subdivisions, a qualifying statute, or a statutory trust. Otherwise, settlement proceeds will be allocated in accordance with default allocation terms set out in the respective 2022 National Settlements. Under these default terms, settlement proceeds will be allocated among three sub-funds for each settling state: (1) a State Fund; (2) an Abatement Accounts Fund or Remediation Accounts Fund; and (3) a Subdivision Fund.⁸ There are several important points to observe with respect to three sub-funds:

⁸ Non-litigating municipalities with a population under 10,000 and special districts will not receive direct allocations from the Subdivision Fund, unless an intrastate agreement provides otherwise. Moreover, a subdivision will not necessarily directly receive settlement funds by participating because decisions on how settlement funds will be allocated within a state may be subject to intrastate agreements or state statutes.

- The settlement agreements provide default allocations among the sub-funds (15% to the State Fund, 70% to the Abatement Accounts Fund/Remediation Accounts Fund, and 15% to the Subdivision Fund⁹). As noted above, these defaults can be changed on a state-by-state basis through a qualifying state-subdivision agreement, qualifying statute, or statutory trust.¹⁰
- Under the default set forth in the 2022 National Settlements, at least 50% of the annual spend from the Abatement Accounts Fund/Remediation Accounts Fund must be allocated at a **regional** level for settling states above a certain population. Each settling state will have an advisory committee—with equal representation from the state and local levels—to recommend how to spend the Abatement Accounts Fund/Remediation Accounts Fund.¹¹
- Certain large participating subdivisions also will be eligible to receive block grants from the Abatement Accounts Fund/Remediation Accounts Fund.
- A settling state also is free to direct all or a portion of its State Fund to its Abatement Accounts Fund/Remediation Accounts Fund. A participating subdivision listed in Exhibit G to the respective 2022 National Settlements also may choose to direct all or a portion of its allocation from the Subdivision Fund to the state’s Abatement Accounts Fund/Remediation Accounts Fund or to another participating subdivision.

18. Can a Defendant Take an Offset Against a Settlement Payment?

In each of the 2022 National Settlements, the settling Defendant is entitled to an offset for abatement/remediation payments that had been allocated to states that did not choose to participate in that settlement. In addition, Teva, Allergan, Walgreens, and CVS are entitled to dollar-for-dollar offsets for certain class resolution opt-outs, as well as payments made as a result of litigation bars, settlement class resolutions, or case-specific resolutions that are subsequently revoked, rescinded, or otherwise materially limited. Walgreens and CVS are also entitled to a dollar-for-dollar offset for certain taxes, assessments, or any other fees imposed by a settling state on Walgreens or CVS on the sale, transfer, or distribution of opioid products.

⁹ As a default, amounts apportioned to a state’s Subdivision Fund would be distributed to participating subdivisions in that state listed on Exhibit G to the respective 2022 National Settlement, per the Subdivision Allocation Percentage listed in Exhibit G.

¹⁰ Allocation agreements/statutes have already been reached or enacted in several states.

¹¹ Spending from the Abatement Allocation Account Fund will be tracked and reported annually.

19. Will the Settlements Require Any Change to How the Defendants Operate Their Businesses?

In addition to billions of dollars to be used for abatement of the effects of the opioid epidemic in communities across the nation, the proposed settlements provide for robust and meaningful injunctive relief that will require the settling Defendants to make significant changes to their business operations to address the opioid epidemic.

Teva and Allergan have agreed to strict limitations on their marketing, promotion, sale, and distribution of opioids, including a ban on: (1) promotion and lobbying; (2) rewarding or disciplining employees based on volume of opioid sales; and (3) funding or grants to third parties; and Teva and Allergan are also required to publicly disclose documents, including internal documents, related to their role in the opioid crisis. Allergan is also required to stop manufacturing and selling opioids for ten years, and Teva is required to create and maintain systems to prevent drug misuse, including suspicious order monitoring.

Walmart, CVS, and Walgreens are required to implement changes in how they handle opioids, including requirements that they: (1) maintain independent departments to oversee compliance with controlled-substance laws and the injunctive terms in the settlements; (2) ensure pharmacists exercise independent judgment in the dispensing of controlled substances; (3) create and maintain robust oversight programs, including site visits and audits, to prevent diversion; (4) monitor, report, and share data about suspicious activity related to opioid prescriptions; and (5) provide data to the states about their red-flag processes, as well as blocked and potentially problematic prescribers.

20. How Will Attorneys' Fees and Costs Be Addressed?

The overarching goal of these global settlements is to dedicate funds to abate opioid-related harms. If private lawyers who represent some of the states and thousands of subdivisions were to enforce their contingency fee contracts, then a significant portion of the global settlement payments would potentially go towards legal fees to compensate efforts to prosecute the lawsuits that are being resolved as to the settling Defendants. As a result, government entities that hired outside counsel to litigate against the settling Defendants would recover proportionately less than entities that did not litigate. To protect against this imbalance, and maximize the amounts available for abatement, the negotiating State Attorneys General, the Plaintiffs' Executive Committee (PEC) Negotiation Team, and the settling Defendants agreed that the settling Defendants will pay, and the parties will set aside, separate funds to compensate attorneys' fees and costs. These funds total approximately \$2.2 billion in connection with the Teva, Allergan, Walmart, Walgreens, and CVS Settlements. See the "Other" column within Chart B in FAQ #10 above for deal-specific amounts. These attorneys' fees include amounts for outside counsel representing participating states and participating subdivisions and are intended to cover both contingency and common benefit work.

21. How will more information on the settlements be made available?

Settlement documents, information, and updates will be posted on a public settlement website: <https://nationalopioidsettlement.com/>

The website will provide current information on an ongoing basis as the settlement implementation progresses. Some states have also set up their own websites to provide state-specific information.

BARRON COUNTY RESOLUTION NO. 2023 –

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

TO THE BARRON COUNTY BOARD OF SUPERVISORS:

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

4
5 **WHEREAS**, in 1981, the State changed the transfer fee formula to now require counties
6 to remit to the State 80% of all transfer fees collected; and

7
8 **WHEREAS**, the County through the Register of Deeds office assumes the annual
9 operating costs of recording all real estate transfer occurring in Barron County, including the
10 collection of real estate transfer fees ; and

11
12 **WHEREAS**, in 2022, Barron County collected \$947,303.70 in real estate transfer fees
13 with the County’s 20% share retained totaling \$189,460.74 and was required to remit 80% or
14 \$757,842.96 to the State; and

15
16 **WHEREAS**, Barron County real estate transfer fee collections over the past five years
17 totaled \$4,207,336.80 of which the County retained \$841,467.36 and over that same period of
18 time \$3,365,869.44 was remitted to the State; and

19
20 **WHEREAS**, in 2021, the State of Wisconsin has built up a budget surplus of
21 approximately \$2.5 billion dollars, while many Wisconsin Counties continue to struggle
22 financially due to the ever-increasing costs of providing county government services in an
23 inflationary economy, coupled with the financial restrictions imposed by the State mandated levy
24 limits; and

25
26 **WHEREAS**, in an effort to financially assist all Wisconsin Counties, Barron County
27 requests that the State of Wisconsin return the real estate transfer fee share formula to again
28 allow Wisconsin Counties to retain 50% of all total real estate transfer fees collected, with 50%
29 to be remitted to the State; and

30
31 **WHEREAS**, this resolution was approved by the Executive Committee on March 3,
32 2023 on a vote of 8 - 0 with Bartlett, Buchanan, Cook, Hanson, Heinecke, Moen, Okey and
33 Rogers voting in favor and no members voting against.

34
35 **NOW, THEREFORE, BE IT RESOLVED**, the Barron County Board of Supervisors
36 hereby request that the State of Wisconsin revise the real estate transfer fee share formula to
37 again allow Wisconsin Counties to retain 50% of all real estate transfer fees collected, with 50%
38 to be remitted to the State.

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

BARRON COUNTY RESOLUTION NO. 2023 –

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

OFFERED THIS 20th Day of March, 2023

<p>Number of readings required: One (X) Two ()</p> <p>Vote required for passage: Majority (X) 2/3 Entire Board (20) ()</p> <p>Source of funding: Budgeted () General Fund () Grant () Contingency () Other (X) Details: N/A</p> <p>Fiscal impact: - Current year total amount: \$ - 0 - - Future years total amount: \$ - 0 - - Effect on tax levy – current year - \$ - 0 - - Effect on tax levy – future years - \$ - 0 -</p> <p>Fiscal impact reviewed by County Finance Department</p> <p>_____ Jodi Busch, Finance Director</p> <p>Approved as to form by:</p> <p>_____ Jeffrey French, Administrator</p> <p>_____ John Muench, Corporation Counsel</p>	<p>_____</p> <p>Louie Okey, Chair Executive Committee</p> <p>(The Committee Chair signature verifies the action taken by the Committee.)</p> <p>Board Action: Adopted () Failed () Tabled ()</p>
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Real Estate Transfer Fees

Currently the State receives 80% and the County retains 20%

Total:	State:	County:
2018: \$640,346.70	80% = \$512,277.36	20% = \$128,069.34
	50% = \$320,173.35	50% = \$320,173.35
		\$192,104.01 additional revenue to the county
2019: \$710,682.00	80% = \$568,545.60	20% = \$142,136.40
	50% = \$355,341	50% = \$355,341.00
		\$213,204.60 additional revenue to the county
2020: \$826,330.80	80% = \$661,064.64	20% = \$165,266.16
	50% = \$413,165.40	50% = \$413,165.40
		\$247,899.24 additional revenue to the county
2021: \$1,082,673.60	80% = \$866,138.88	20% = \$216,534.72
	50% = \$541,336.80	50% = \$541,336.80
		\$324,802.08 additional revenue to the county
2022: \$947,303.70	80% = \$757,842.96	20% = \$189,460.74
	50% = \$473,651.85	50% = \$473,651.85
		\$284,191.11 additional revenue to the county

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 +
947,303.716+

002

947,303.71 ÷
2 =
473,651.85 *

50% 473,651.85 +
20% 109,460.75 -
002
diff. 284,191.116+
True Balance Interest

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)	127969.1	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

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	21	9
	29		8

BARRON COUNTY RESOLUTION NO. 2023 –

**PROVIDE \$18.7 MILLION IN STABLE, CORE STATE FUNDING SUPPORT
FOR COUNTY CONSERVATION DEPARTMENT STAFFING STATEWIDE**

TO THE BARRON COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, Wis. Stats. 92.06 and 92.07 create and define the powers of Land
2 Conservation Committees (LCCs) and Wis. Stat. 92.09 empowers Soil and Water
3 Conservation Departments (SWCDs) to administer county soil and water conservation
4 programs and may exercise the powers granted to the land conservation committee; and
5

6 **WHEREAS**, county SWCDs are the local delivery mechanism for a wide range of
7 Wisconsin's natural soil and water and other resource management programs including
8 non-point pollution control, farmland preservation, reclamation of non-metallic mines,
9 invasive species control, woodland management, lakes protection, and more; and
10

11 **WHEREAS**, SWCD professionals work as trusted, technical advisors to support
12 producer-led watershed groups, assist waterfront property owners, help farmers develop
13 and implement nutrient management plans, respond to natural disasters like floods, and
14 spend years building the trust to be able to successfully do so; and,
15

16 **WHEREAS**, the conservation practices that SWCD professionals help landowners
17 apply to farm fields, forests, and shorelines have numerous water quality benefits,
18 including: preventing soil erosion and promoting soil health, increasing infiltration into
19 groundwater aquifers, protecting drinking water supply, reducing surface runoff and flood
20 severity, and more; and
21

22 **WHEREAS**, the State of Wisconsin 2023 Joint Allocation Plan establishes the
23 current need for county SWCD staffing at \$18.7 million statewide, per the core funding
24 goal established in Wis. Stat. 92.14(6)(b); and
25

26 **WHEREAS**, the return on investment in county SWCDs is high, leveraging federal
27 and private grant dollars into more conservation on the land and more dollars into local
28 economies, and multiplying several times over the state's existing investment; and
29

30 **WHEREAS**, support of county SWCD funding is a bipartisan issue, supported by
31 farm, conservation, environmental and local government groups alike, and was a top
32 priority voiced by Wisconsinites at statewide Water Quality Task Force hearings in 2019;
33 and
34

35 **WHEREAS**, providing state funding for core county SWCD staffing needs will
36 result in more conservation on the landscape and better protection of water quality.
37

38 **WHEREAS**, this resolution of support to provide \$18.7 million in stable, core State
39 funding support for county conservation staff funding statewide is being brought forward
40 by Louie Okey, County Board Chair and County Supervisor, District 16; and
41

BARRON COUNTY RESOLUTION NO. 2023 –

PROVIDE \$18.7 MILLION IN STABLE, CORE STATE FUNDING SUPPORT FOR COUNTY CONSERVATION DEPARTMENT STAFFING STATEWIDE

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NOW, THEREFORE, BE IT RESOLVED, the Barron County Board of Supervisors hereby supports and urges the Wisconsin Legislature and the Joint Committee on Finance to provide \$18.7 million in stable, base funding for county conservation staffing, in fulfillment of the state's core funding goal and in recognition that county LWCD professionals are the among the best and most cost-effective solutions we have to improving water quality, achieving clean and safe drinking water, and supporting a viable agricultural industry at the same time.

BE IT FURTHER RESOLVED, that a copy of this resolution shall be forwarded by the County Clerk to the Governor of the State of Wisconsin and state senators and state representatives representing Barron County.

OFFERED THIS 20th day of March, 2023.

<p>Number of readings required: One <input checked="" type="checkbox"/> Two ()</p> <p>Vote required for passage: Majority <input checked="" type="checkbox"/> 2/3 Entire Board (20) ()</p> <p>Source of funding: Budgeted () General Fund () Grant () Contingency () Other <input checked="" type="checkbox"/> Details: N/A</p> <p>Fiscal impact: - Current year total amount: \$ - 0 - - Future years total amount: \$ - 0 - - Effect on tax levy – current year - \$ - 0 - - Effect on tax levy – future years - \$ - 0 -</p> <p>Fiscal impact reviewed by County Finance Director</p> <p>_____ Jodi Busch, Finance Director</p> <p>Approved as to form by Administrator:</p> <p>_____ Jeffrey French, Administrator</p> <p>Approved as to form by Corporation Counsel:</p> <p>_____ John Muench, Corporation Counsel</p>	<p>_____ Louie Okey, County Board Chair, County Board Supervisor, District 16</p> <p>(The Committee Chair signature verifies the action taken by the Committee.)</p> <p>Board Action: Adopted () Failed () Tabled ()</p>
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BARRON COUNTY RESOLUTION NO. 2023 –

**MODERNIZE AND IMPROVE THE WISCONSIN FARMLAND
PRESERVATION PROGRAM**

TO THE BARRON COUNTY BOARD OF SUPERVISORS:

1
2 **WHEREAS**, the Wisconsin Farmland Preservation Program (FPP) was established
3 in 1978 to protect the state’s most valuable agricultural lands from development, and two
4 avenues were created via legislation: local land use zoning or a special agreement with the
5 Department of Agriculture, Trade, and Consumer Protection (DATCP). Landowners who
6 participated in the program were then eligible for a Wisconsin state income tax credit, if
7 they met the financial criteria and the state’s soil conservation standards; and
8

9 **WHEREAS**, in 2009, Wisconsin made significant changes to the FPP
10 administrative codes and statutes as part of the Working Lands Initiative, a suite of
11 programs to protect farmland from development. Among the many changes to the FPP
12 were setting new flat rates per acre for the income tax credits and adding a process for local
13 areas to establish Agricultural Enterprise Areas (AEA); and
14

15 **WHEREAS**, since the FPP rules were amended in 2009, the costs of implementing
16 the required conservation standards have increased to a point where in some cases the cost
17 of participating in the program has exceeded the available tax credits, which in turn has
18 impacted the statewide program participation; and
19

20 **WHEREAS**, the premise of the FPP tax credit was to ensure landowners were
21 compensated for their conservation stewardship and to help offset the costs of
22 implementing and maintaining the required conservation practices. To date this program
23 has been the best available tool to ensure conservation best management practices are being
24 maintained statewide; and
25

26 **WHEREAS**, the long term net result of aforesaid changes was a decrease in the
27 value of the tax credits to maintain the conservation standards which in turn has decreased
28 the overall enrollment statewide. This decrease in enrollment is alarming and needs to be
29 addressed as soon as possible; and
30

31 **WHEREAS**, Local units of government, towns and counties spend considerable
32 staff resources supporting landowners enrolling in the program, offering guidance for
33 improving farmland, and conducting compliance checks needed to qualify for the tax
34 credit; and
35

36 **WHEREAS**, this resolution of support to modernize and improve the Wisconsin
37 Farmland Preservation Program is being brought forward by Louie Okey, County Board
38 Chair and County Supervisor, District 16.
39

40 **NOW, THEREFORE, BE IT RESOLVED**, the Barron County Board of
41 Supervisors hereby supports and urges the Wisconsin Legislature to pass legislation to
42 modernize and improve the Farmland Preservation Program to increase the allowable tax
43 credits; amend the program eligibility to allow landowners who have Agricultural

BARRON COUNTY RESOLUTION NO. 2023 –

**MODERNIZE AND IMPROVE THE WISCONSIN FARMLAND
PRESERVATION PROGRAM**

44 Conservation Easements the ability to participate in the FPP, if they meet the financial and
45 conservation criteria; establish a new tax credit level for Agricultural Conservation
46 Easements; increase the frequency of review of the Farmland Preservation Program
47 allowable tax credits to assure they are meeting the basic costs associated with program
48 participation; and expand eligibility of the FPP planning grant funds to support program
49 implementation to be utilized by counties, local municipalities, planning commissions, and
50 tribal governments for their FPP implementation efforts.

51

52 **BE IT FURTHER RESOLVED**, that a copy of this resolution shall be forwarded
53 by the County Clerk to the Governor of the State of Wisconsin and state senators and state
54 representatives representing Barron County.

55

56

57

OFFERED THIS 20th day of March, 2023.

<p>Number of readings required: One (X) Two ()</p> <p>Vote required for passage: Majority (X) 2/3 Entire Board (20) ()</p> <p>Source of funding: Budgeted () General Fund () Grant () Contingency () Other (X) Details: N/A</p> <p>Fiscal impact: - Current year total amount: \$ - 0 - - Future years total amount: \$ - 0 - - Effect on tax levy – current year - \$ - 0 - - Effect on tax levy – future years - \$ - 0 -</p> <p>Fiscal impact reviewed by County Finance Director</p> <p>_____ Jodi Busch, Finance Director</p> <p>Approved as to form by Administrator:</p> <p>_____ Jeffrey French, Administrator</p> <p>Approved as to form by Corporation Counsel:</p> <p>_____ John Muench, Corporation Counsel</p>	<p>_____ Louie Okey, County Board Chair, County Board Supervisor, District 16</p> <p>(The Committee Chair signature verifies the action taken by the Committee.)</p> <p>Board Action: Adopted () Failed () Tabled ()</p>
---	---

Wisconsin Land + Water State Budget Priorities

State Staffing funding proposal

Request is to fully fund the formula that is laid out in State Statutes. The formula has never been met in the 10 - 15 years it has been in existence. Funding was increased in the last biennium, but is still short of the need.

The formula is 100% of the first position, 70% second position, 50% third position and subsequent positions.

Barron County's request for 2023 was \$245,999 and we will receive \$163,647 - \$83,352 difference

Farmland Preservation Program (FPP)

Currently the program pays \$7.50 per acre for lands that are in Compliance with the State Runoff Standards.

The proposal would be to increase this to \$10 per acre. Currently we have 47,288 acres that claimed the credit. This would increase the credit obtained by landowners in the County by \$118,220.

There are roughly 200,000 acres of AG-1 land in the County that would be eligible for the credit. We feel it would increase participation in the program. We recognize the program as our #1 method of working with farmers for them to obtain compliance with the State Runoff Standards. This entails having a plan to minimize erosion, manage nutrient applications to meet the crops needs, and not have excessive runoff from feedlots.

Advocates for locally led
conservation



wisconsinlandwater.org

BUDGET PRIORITIES

Budget Priority 1:

Provide \$18.7 million in stable, core funding support for county conservation department staffing from the DATCP Soil and Water Resources Management Program budget.



THIS INVESTMENT IN CONSERVATION

- Provides increased educational, technical, and conservation planning assistance to help communities control rural and urban soil erosion; protect lakes, streams, and groundwater; and manage woodlots and forests.
- Ensures professional county staff can provide more technical support to farmers and producer-led watershed groups, helping build farm profitability through nutrient management planning and soil health improvement.
- Enhances Wisconsin's capacity to address resource concerns, like flooding and invasive species, at the local level.

Budget Priority 2:

Improve and modernize the DATCP Farmland Preservation Program (FPP) by increasing participant tax credits and expanding grant implementation reimbursements to local units of government, as proposed in 2021-22 Senate Bill 68.

THIS INVESTMENT IN CONSERVATION

- Protects agricultural land by making the program more lucrative and attractive for landowners.
- Creates a "win-win" for farmland owners and conservation, providing much-needed program updates for the first time since 2009.
- Ensures farmers are getting a fair incentive by increasing the FPP tax credit.
- Improves program efficiency by providing funds to support implementation.



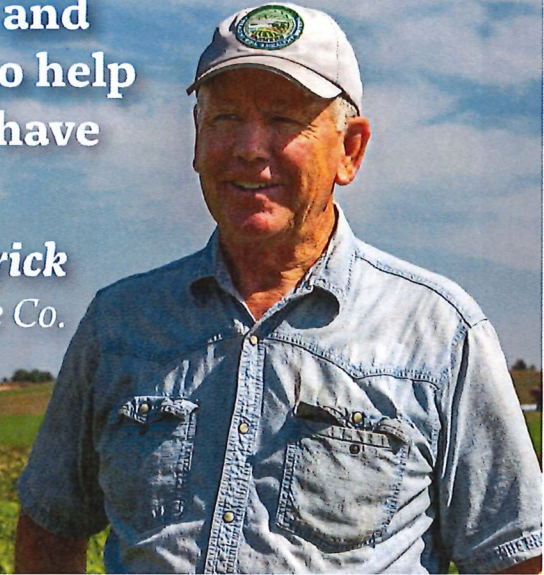
LEARN MORE:

wisconsinlandwater.org/conservationworks

Matt Krueger, Executive Director • matt@wisconsinlandwater.org • 608-441-2677 x401

“Conservation staff have the knowledge and skills to help implement the practices to help the farmers move forward. We have to have them for our farmer-led groups.”

Tony Peirick
Dodge Co.



FARMERS KNOW CONSERVATION WORKS FOR WISCONSIN

No one understands the Wisconsin landscape better than farmers. They also understand the value of their county conservation staff. By working together, farmers and county conservation staff are moving Wisconsin forward. Learn more about their experiences at wisconsinlandwater.org/conservationworks.



ROGER BINDL | SAUK CO.

“In my experience, it’s been a pleasure to work with the county conservation staff. They will answer your questions and they will help you any way that they can.”



ADAM HAHN | COLUMBIA CO.

“They have been great for our farm. It’s been huge for us with some of cost-sharing techniques and programs available that they had to help us transition into where we need to be going.”



ROMAN MILLER | SAUK CO.

“I would like to leave a place for the next generation that will be profitable and excitable to farm, because those two things keep you on the farm. Conservation staff do a fantastic job on trying to make people profitable.”



WI Land+Water is a 501(c)(3) non-profit, membership organization that supports the efforts of 450 county land conservation committee (LCC) supervisors and 370 professional staff in 72 county land and water conservation department (LWCD) offices. We provide training and education, develop conservation standards, promote youth education, build partnerships, and advocate for our members.

Advocates for locally led
conservation



wisconsinlandwater.org



CONSERVATION WORKS

Budget Priority 1:

Provide \$18.7 million in stable, core funding support for county conservation department staffing from the DATCP Soil and Water Resources Management Program budget.



LEARN MORE:

[wisconsinlandwater.org/
conservationworks](http://wisconsinlandwater.org/conservationworks)

CONNECT:

Matt Krueger,
Executive Director

matt
[@wisconsinlandwater.org](mailto:matt@wisconsinlandwater.org)

608-441-2677 x401

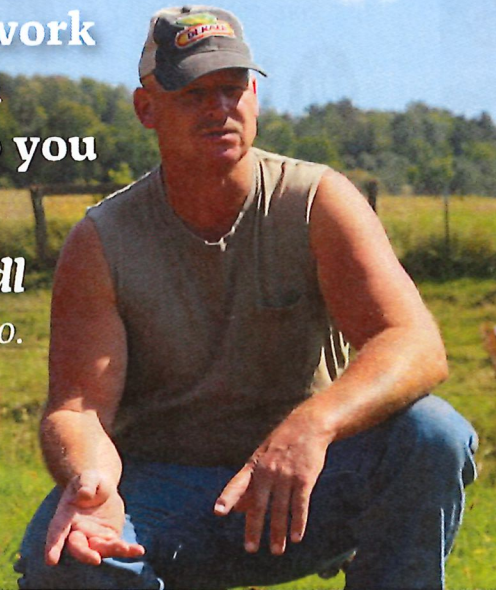
THIS INVESTMENT IN CONSERVATION

A state investment in county conservation staff is critical to maintaining and expanding Wisconsin's capacity to implement critical state conservation and agricultural programs.

- **Enhances Wisconsin's capacity to meet conservation standards and improve water quality, while supporting private landowner management goals at the same time.** \$18.7 million in stable, core funding support for conservation staff meets counties' needs and the state's statutory obligation as defined in Wis. Stats. 92.14(6)(b).
- **Delivers on a bipartisan priority** that has received support from agriculture, local government, and conservation groups alike.
- **Provides professional, proven technical support to our state's agricultural industry,** whether through supporting producer-led watershed groups, helping farmers develop and implement nutrient management plans, or assisting landowners with accessing funding support for conservation projects.
- **Makes good financial sense for Wisconsin.** Not only do county conservation departments provide valuable, cost-effective services for their local communities, but their return on investment is high. They multiply the impact of state funding by leveraging federal and private grant dollars, putting more conservation on the land, and bringing dollars into local communities at the same time.

“In my experience, it’s been a pleasure to work with county conservation staff. They will answer your questions and they will help you any way they can.”

Roger Bindl
Sauk Co.



CONSERVATION WORKS FOR WISCONSIN

County conservation staff provide boots-on-the-ground leadership to carry out programs that conserve Wisconsin’s land and water resources. Whether supporting producer-led groups, assisting waterfront property owners, helping farmers improve soil health, or responding to natural disasters, county conservation staff are relied upon by their communities.



Protecting Local Resources

County staff report spending a majority of their time assisting farmers in planning and designing conservation practices, administering the Farmland Preservation Program, and implementing invasive species control.



Returning on Investment

County staff leverage the state staffing investment through federal grant and private foundation programs. In 2021, county staff helped secure over \$51 million in federal NRCS incentives for landowners.



Showing Proven Results

Conservationists and landowners work together to keep soil and nutrients on the landscape and out of streams, lakes, and drinking water. In 2021, over one million pounds of nutrients and soil were retained on farm fields and kept out of waterways.



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Advocates for locally led conservation



wisconsinlandwater.org

FARMLAND PRESERVATION

Budget Priority 2:

Improve and modernize the DATCP Farmland Preservation Program (FPP) by increasing participant tax credits and expanding grant implementation reimbursements to local units of government, as proposed in 2021-22 Senate Bill 68.



LEARN MORE:

wisconsinlandwater.org/conservationworks

CONNECT:

Matt Krueger,
Executive Director

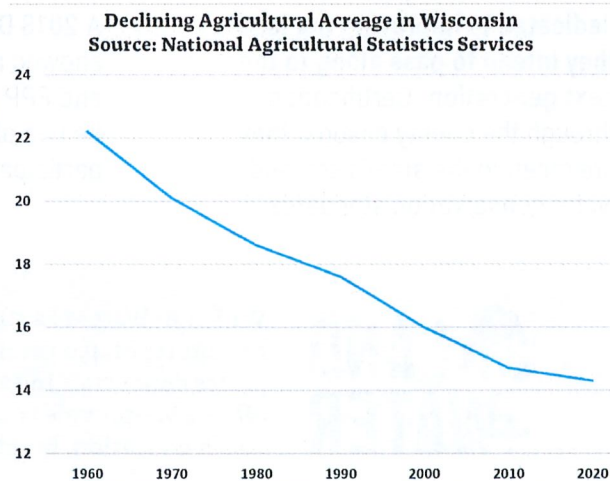
matt
@wisconsinlandwater.org

608-441-2677 x401

THIS INVESTMENT IN CONSERVATION

Agriculture is vital to Wisconsin's economy and cultural identity. In 1978, the Farmland Preservation Program was established to ensure Wisconsin maintains this vibrant farming community for future generations. Improving and modernizing the program will build on our state's rich conservation legacy.

- **Makes a successful conservation program even better**, providing farmers an incentive to maintain their land, while meeting standards that protect soil and water resources.
- **Increases and simplifies FPP program tax credits, leading to greater landowner participation.** FPP tax credits have not been adjusted for a decade. Consolidating and increasing the three incentive tiers of \$5, \$7.50, and \$10 per acre to two tiers of \$10 and \$12.50 per acre will modernize the program.
- **Expands eligibility of FPP planning grant funds to support program implementation.** Counties, local municipalities, planning commissions, and tribal governments should be supported for their role in implementing FPP.
- **Demonstrates responsiveness to Wisconsin taxpayer concerns.** These proposed changes remove barriers to FPP participation previously indicated in landowner surveys.
- **Protects more Wisconsin farmland, which is rapidly declining.** From 1950-2000, farmland acreage declined by nearly one-third.



“ I would like to leave a place for the next generation that will be profitable and excitable to farm, because those two things keep you on the farm.

Roman Miller
Sauk Co.

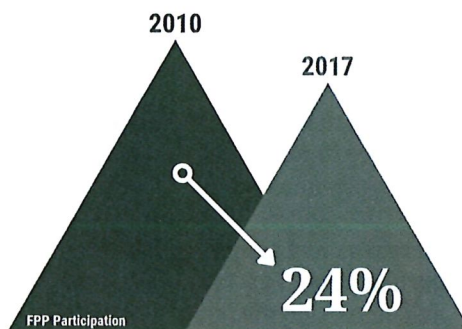
CONSERVATION WORKS FOR FARMERS

The Farmland Preservation Program is the only state conservation compliance program that rewards landowners for their stewardship of the land and their commitment to future generations of farmers. With the rising costs associated with farming and growing pressure from urban development, the current tax credits are too modest to entice farmers to enroll.



Protecting Local Resources

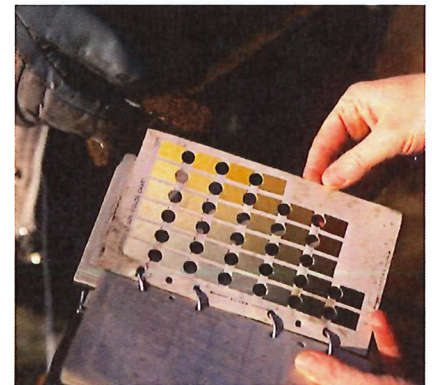
FPP farmers are not only protecting farmland from development, **they are also dedicated to improving the land they intend to pass along to the next generation.** Certification through the county ensures they are meeting the state's soil and water conservation standards.



Increasing Participation

FPP Participation has declined, **down 24% from 2010 to 2017.**

A 2018 DATCP FPP survey showed modest tax credits and FPP agreement length may be two obstacles to program participation.



Providing Technical Support

County conservation staff support landowners enrolling in the program, offer guidance for improving farmland, and conduct compliance checks needed to qualify for the tax credit.



WI Land+Water is a 501(c)(3) non-profit, membership organization that supports the efforts of 450 county land conservation committee (LCC) supervisors and 370 professional staff in 72 county land and water conservation department (LWCD) offices. We provide training and education, develop conservation standards, promote youth education, build partnerships, and advocate for our members.

BARRON COUNTY RESOLUTION NO. 2023- _____

Authorizing 2023 Budget Adjustment and Shoreline Upgrades at the Chetek Dam

TO THE BARRON COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, Barron County received a Wisconsin DNR Grant in the amount of
2 \$ 30,428.53 which represent a 50% cost share for structural improvements installed at the
3 Chetek Dam in 2022; and
4

5 **WHEREAS**, the County by receiving the DNR cost sharing grant results in tax
6 levy dollars being available to complete shoreline improvements at the Chetek Dam which
7 have been discussed by the Property Committee over the past several years; and
8

9 **WHEREAS**, the drafting of this resolution was approved by the Property
10 Committee on March 6, 2023 with Supervisors Bartlett, McRoberts, Rogers, Effertz, Moen
11 and Heller voting in favor and no supervisors being opposed. Schradle was absent.
12

13 **NOW, THEREFORE, BE IT RESOLVED**, that with passage of this resolution
14 the Barron County Board of Supervisors does hereby authorize a Budget adjustment not to
15 exceed, \$30,428.53 for the purpose of shoreline improvements to Chetek Dam; and
16

17 **BE IT FURTHER RESOLVED**, that the Barron County Finance Director is
18 authorized to enact this Budget Adjustment as appropriate; and
19

20 **BE IT FURTHER RESOLVED**, that publication of this resolution may occur
21 through posting in accordance with Section 985.02 of the Wisconsin Statutes.

BARRON COUNTY RESOLUTION NO. 2023- _____

Authorizing 2023 Budget Adjustment and Shoreline Upgrades at the Chetek Dam

OFFERED THIS 20th day of March 2023

<p>Number of readings required: One (<input checked="" type="checkbox"/>) Two (<input type="checkbox"/>)</p> <p>Vote required for passage: Majority (<input type="checkbox"/>) 2/3 Entire Board (20) (<input checked="" type="checkbox"/>)</p> <p>Source of funding: Budgeted (<input type="checkbox"/>) General Fund (<input checked="" type="checkbox"/>) Grant (<input type="checkbox"/>) Contingency (<input type="checkbox"/>) Other (<input checked="" type="checkbox"/>) Details: Dam Fund</p> <p>Fiscal impact: - Current year total amount: \$ 30,428.53 - Future years total amount: \$ -0- - Effect on tax levy – current year - \$ -0- - Effect on tax levy – future years - \$ -0-</p> <p>Fiscal impact reviewed by County Finance Department</p> <p>_____ Jodi Busch, Finance Director</p> <p>Approved as to form by:</p> <p>_____ Jeffrey French, Administrator</p> <p>_____ John Muench, Corporation Counsel</p>	<p>_____ Dana Heller, Chair Property Committee</p> <p>(The Committee Chair signature verifies the action taken by the Committee.)</p> <p>Board Action: Adopted (<input type="checkbox"/>) Failed (<input type="checkbox"/>) Tabled (<input type="checkbox"/>)</p>
--	---

C:\word\corp counsel documents\2023 Chetek Dam Shoreline Upgrades.docx

REQUEST FOR QUOTES

Landscaping projects at the Chetek Dam

Barron County is requesting quotes for a landscaping project at the Chetek Dam, 312 Water Street, Chetek, Wisconsin.

The project includes a rock infiltration trench, precast concrete stair installation, precast concrete paver walkway installation and brush removal.

Information packets, including the quote form, are available by sending an email to Tyler Gruetzmacher at tyler.gruetzmacher@co.barron.wi.us or you can pick up a quote packet at the Barron County Department of Land Services, Rm 2104, 330 E. LaSalle Ave., Barron, WI 54812 (Barron County Government Center)

Sealed quotes must be submitted to the above address by March 23, 2023 at 2:00 p.m.

Barron County reserves the right to accept or reject any or all quotes, to waive inconsistencies, and to accept the quote deemed most advantageous to the County.

Tyler Gruetzmacher
Barron County

BARRON COUNTY

RETURN TO:
TYLER GRUETZMACHER
DEPT OF LAND SERVICES
RM 2104 335 E. MONROE AVE
BARRON WI 54812

Landscaping at the Chetek WI Dam

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

VENDOR:

Vendor E-mail:

Contact Person: TYLER GRUETZMACHER	Phone: OFFICE 715-537-6246 CELL 715-418-0264
E-Mail: tyler.gruetzmacher@co.barron.wi.us	Fax and Email Quotes Not Accepted
Price quoted must be firm for sixty (60) days. Substitutions may be quoted but must be identified. It will be the responsibility of the vendor to show product equivalency. Barron County shall be the sole judge of equivalency.	
Barron County may provide a Wisconsin Sales and Use Tax Exemption Certificate if needed/applicable in that it qualifies as a: Wisconsin state and local governmental units, including the State of Wisconsin or any agency thereof, Wisconsin counties, cities, villages, or towns, and Wisconsin public schools, school districts, universities, or technical college districts."	
Contractors performing construction activities are required to pay state use tax on the cost of materials.	
Barron County reserves the right to accept or reject any or all quotations, to waive any technicality in any quotation submitted, and to accept any part of a quotation as deemed to be in the best interests of Barron County.	

Date:	Quotation should be received in this office by: March 23, 2023 2:00 PM	Quote price Terms: Net 30
-------	---	------------------------------

Item No.	Quantity and Unit	Description	Price Per Unit	Total
1	1	4'x4'x40' Infiltration trench		
2	1	NW Stairs – 21 steps		
3	1	95' Walkway East Side		
4	1	50' Walkway West Side		
5	1	Brush Clearing – 6000 ft2		

Delivery Time: **PROJECT TO BE COMPLETED BY NOVEMBER 3, 2023**

In signing this Quotation we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a quotation; that this quotation has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this quotation has not been knowingly disclosed prior to the opening of quotations to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by Barron County in this Request for Quotation and all terms of our quotation.

Name of Authorized Company Representative (Type or Print)	Title	Phone ()
		Fax ()
Signature of Above	Date	Federal Employer Identification No.

This form can be made available in accessible formats upon request to qualified individuals with disabilities.

Chetek Dam landscaping project 2023

INFILTRATION TRENCH



This photo shows the location of the beginning of the grass channel leading to the **INFILTRATION TRENCH**. The trench will be capturing the water that is causing the erosion to the right of the power pole.



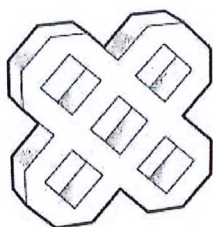
This photo is looking north at the site of the Infiltration trench. The trench will follow the contour of the hill from left to right.

50' WALKWAY – EAST SIDE



Looking up the path of the 50' walkway. 4' wide 16" x 16" Grass Pavers. The pavers will be underlain by 8" of ¾" fractured gravel and then soil filled and seeded.

Grass Pavers



- Available in Gray
- Manufactured to meet ASTM C1319

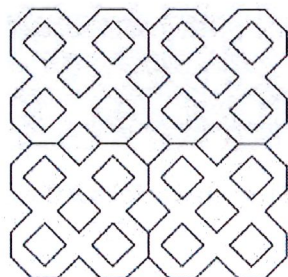
D x H x L (Nominal Size)
Inches • Millimeters

16 x 3¾ x 16 • 406 x 92 x 406

SF/ Unit	Units/ SF	SF/ Layer	Layers/ Pallet	Units/ Layer	Units/ Pallet	Lbs/ Unit	Lbs/ Pallet
1.78	.56	10.67	10	6	60	47	2870



Installation Pattern



BRUSH REMOVAL – 6000 SQUARE FEET



The area of brush smaller than 3" and dead tree removal. Downstream and on the west side of the river. Approximately 6000 square feet.

NORTHWEST STAIRS – 21 STEPS



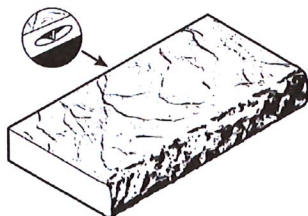
The northwest stairs that are to be removed and replaced. 12' vertical – 27' rise

Precast stairs with a 7" rise and 14" run. 21 steps needed

Stairs will be place on a minimum of 8" of compacted Grade 2 gravel

Oversize Landscape Step Units

Units & Sizes



D x H x L (Nominal Size)
Inches

25 x 6¼ x 48

Units/ Pallet	Lbs/ Unit	Lbs/ Pallet
4	760	3085

95' WALKWAY – EAST SIDE

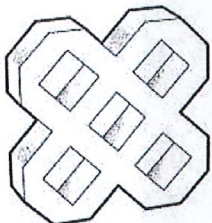


Eastside path for the walkway. The new path will follow the existing one.

95' 15% grade – 4' wide Grass Pavers

The pavers will be underlain by 8" of compacted ¾" fractured gravel and then soil filled and seeded.

Grass Pavers

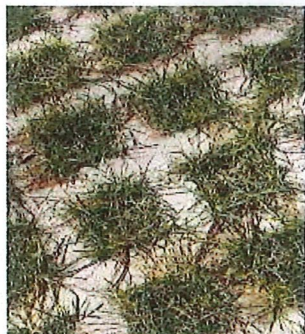


- Available in Gray
- Manufactured to meet ASTM C1319

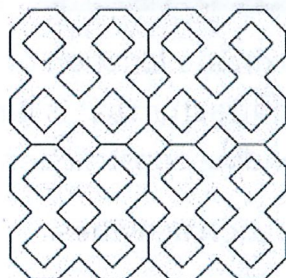
D x H x L (Nominal Size)
Inches • Millimeters

16 x 3 3/8 x 16 • 406 x 92 x 406

SF/ Unit	Units/ SF	SF/ Layer	Layers/ Pallet	Units/ Layer	Units/ Pallet	Lbs/ Unit	Lbs/ Pallet
1.78	.56	10.67	10	6	60	47	2870



Installation Pattern



CONSTRUCTION PLAN

**CHETEK DAM AREA IMPROVEMENTS - ROCK INFILTRATION TRENCH,
CONCRETE STAIRS, CONCRETE PAVER WALKWAYS, BRUSH CLEARING**

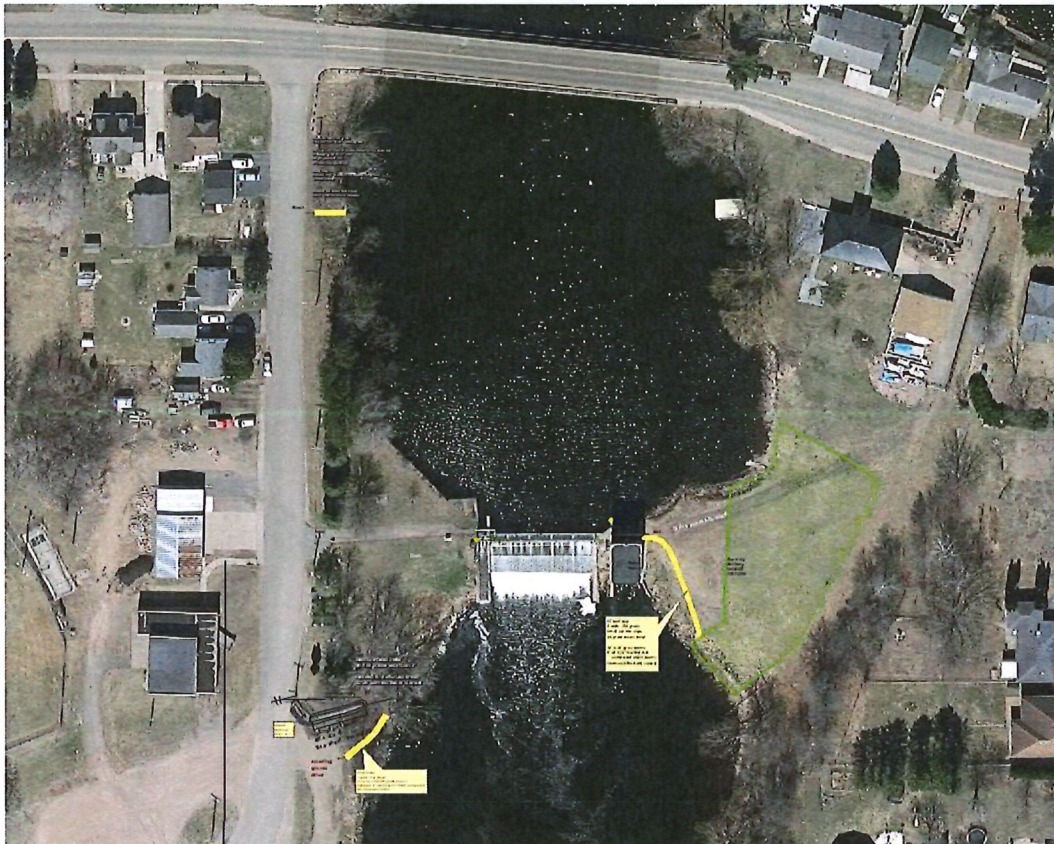
LOCATION - 312 WATER STREET CHETEK WI

CONTACT: TYLER GRUETZMACHER – BARRON CO. DAM COORDINATOR

RM 2104 335 E. MONROE AVE. BARRON WI 54812

TYLER.GRUETZMACHER@CO.BARRON.WI.US

715-537-6246 office 715-418-0264 cell



Any representation by Barron County, as to the approximate location or nonexistence of above or underground hazards does not relieve the contractor that is hired to complete construction, from notifying Diggers Hotline of the pending construction.

You will be liable for damages to utilities from construction activities.

CALL DIGGERS HOTLINE 1-800-242-8511

ESTIMATED QUANTITIES

ITEM	UNIT	QUANTITY	SHEET NUMBER	WI CONSTRUCTION SPEC. OR JOB SHEET NUMBER
INFILTRATION TRENCH				
2-6" COBBLES - ROUND	CUBIC YARD	24		
3/4" GRAVEL	CUBIC YARD	2		
16" X 16" GRASS PAVERS - COVERING 215 SQ FT	EACH	120		
MIRAFI 140n OR EQUIVALENT GEOTEXTILE	SQ YARD	72		
4" PERFORATED TILE ASTM 3390-20	lin ft	40		
4" Sched 40 PVC pipe with Cap	lin ft	4		
3/8" GRAVEL - FILL PAVERS	CUBIC YARD	1		
ASPHALT DIVERSION 25' x 2' x 1'	CUBIC YARD	2		
15' GRASS CHANNEL	lin ft	15		
EROSION CONTROL BLANKET	SQ YARD	14		

QUANTITIES ARE ESTIMATED TO THE NEAT LINES AND GRADES OF IN-PLACE MATERIALS SHOWN ON THE CONSTRUCTION PLAN UNLESS OTHERWISE STATED. TRUCK YARDAGE, LOOSEFILL, SHRINKAGE, ETC..., MUST BE CALCULATED AND COMPENSATED FOR BY THE CONTRACTOR PREPARING A BID OR CONSTRUCTING.

	ESTIMATED QUANTITIES	Date _____	
		Designed _____	
		Drawn _____	
		Checked _____	
		Approved _____	
	CLIENT: <u>CHETEK DAM</u>		
	COUNTY: <u>BARRON COUNTY</u>		

ESTIMATED QUANTITIES

ITEM	UNIT	QUANTITY	SHEET NUMBER	WI CONSTRUCTION SPEC. OR JOB SHEET NUMBER
NW STAIRS				
25" X 6 1/4" X 48" PRECAST STAIRS GREY TEXTURED	EACH	21		
GRADE 2 Base GRAVEL	CUBIC YARD	9		
EAST SIDE 95' WALKWAY				
3/4" Fractured GRAVEL	CUBIC YARD	10		
16" X 16" GRASS PAVERS 380 SQUARE FEET	EACH	216		
TOPSOIL	CUBIC YARD	2		
WEST SIDE 50' WALKWAY				
GRADE 2 COMPACTION GRAVEL	CUBIC YARD	5		
16" X 16" GRASS PAVERS 200 SQUARE FEET	EACH	114		
TOPSOIL	CUBIC YARD	2		
BRUSH CLEARING	SQ FT	6000		

QUANTITIES ARE ESTIMATED TO THE NEAT LINES AND GRADES OF IN-PLACE MATERIALS SHOWN ON THE CONSTRUCTION PLAN UNLESS OTHERWISE STATED. TRUCK YARDAGE, LOOSEFILL, SHRINKAGE, ETC..., MUST BE CALCULATED AND COMPENSATED FOR BY THE CONTRACTOR PREPARING A BID OR CONSTRUCTING.

	<p align="center">ESTIMATED QUANTITIES</p> <p>CLIENT: <u>CHETEK DAM</u></p> <p>COUNTY: <u>BARRON COUNTY</u></p>	<p align="right">Date _____</p> <p>Designed _____</p>	
		<p>Drawn _____</p> <p>Checked _____</p> <p>Approved _____</p>	
			Sheet 2 of



Chetek Dam Landscaping

Reinforce Stairs 4' wide
 12" Rise - 22" Run - 44% grade
 25" x 6" 1/4" x 48" Precast stairs Grey textured
 24 steps with a 14" run
 Slope pitched 3/4"
 17" total rise per step
 Subgrade 18"
 6" minimum 1/2" Grade's 2 compacted gravel
 (compact)

Reseed all disturbed areas
 cover with excelsior blanket

Street

NW Stairs

Dam

Eastside Walkway

Infiltration Trench & 50' Walkway

Remove dead trees
 and all stems less than 3"
 Reseed all disturbed areas
 cover with excelsior blanket



existing gravel drive

50' walkway
 4' wide 14% grade
 16" x 16" concrete grass pavers
 Subgrade 8" crushed 3/4" stone compacted
 soil filled and seeded

55' walkway
 4' wide 35% grade
 Bench cut into slope
 3% grade across tread
 18" x 18" grass pavers
 6" of 3/4" crushed rock
 compacted under pavers
 Pavers soil filled and seeded

Drive access to road

Auxiliary Spillway DO NOT DISTURB



Westside Infiltration Trench & 50' Path

Dam



Remove dead trees
and all stems less than 3"

Reseed all disturbed areas
cover with excelsior blanket

Pole

guy wire

1036 top elevation
1032 bottom elevation

Asphalt
diversion
25' x 2' x 1'

15' Grass
channel

Infiltration trench
40' x 4' x 4'
See sheet for detail

existing
gravel
drive

50' walkway
4' wide 14% grade
16" x 16" concrete grass pavers
Subgrade 8" crushed 3/4" stone compacted
soil filled and seeded

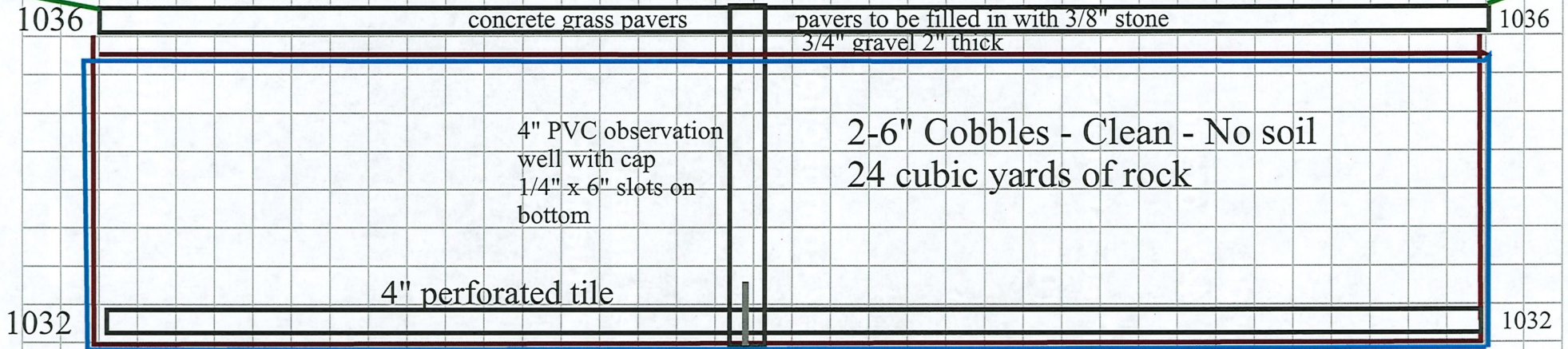
1' Contour interval



ROCK INFILTRATION TRENCH 40' x 4' x 4'

Water inflow

maintain 6" of depth on top of pavers



Trench is 4' x 4' x 40'
640 cubic feet
24 cubic yards rock

215 square feet of
Concrete 16" x 16" grass pavers

Grass

6" depth on top of pavers

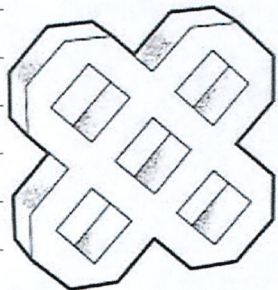
Grass

Concrete pavers 5'-4" wide

3/4" gravel 2" thick
2 Yrd3

Mirafi 140N non woven
geotextile or equivalent

Grass Pavers



dip in center of
geotextile

2-6" Cobbles

4' Deep

geotextile will wrap
trench completely

4" perforated tile

4' wide trench



NW Stairs

**Replace Stairs 4' wide
12' Rise - 27' Run 44% grade**

**25" x 6 1/4" x 48" Precast stairs Grey textured
21 steps with a 14" run
Steps pitched 3/4"
7" total rise per step**

**Subgrade is
minimum 8" Grade 2 compaction gravel
(compacted)**

**Reseed all disturbed areas
cover with excelsior blanket**

Street

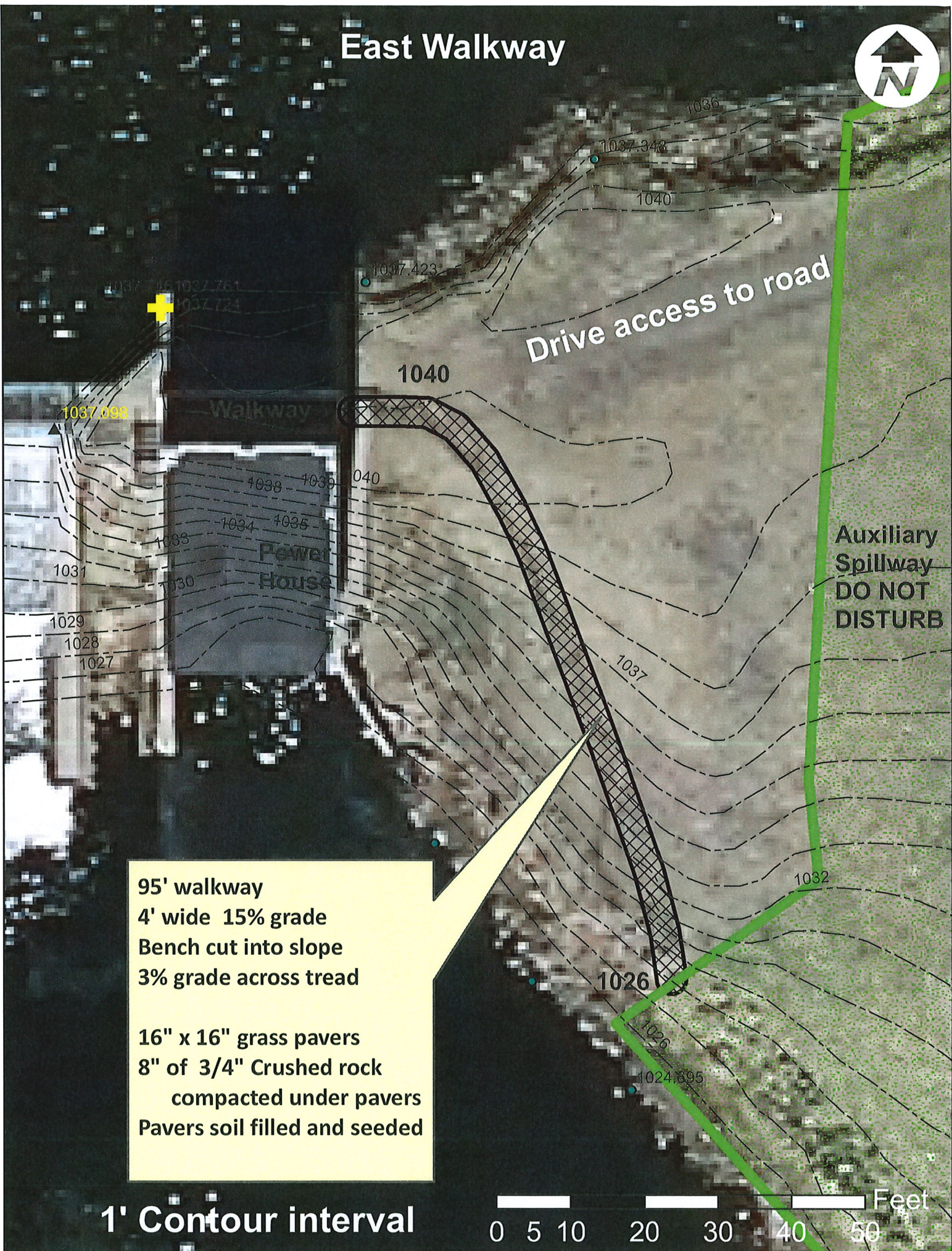
1048.5

1038.5

1' Contour interval

0 3 6 12 18 24 30 Feet

East Walkway



Drive access to road

Auxiliary Spillway
DO NOT DISTURB

95' walkway
4' wide 15% grade
Bench cut into slope
3% grade across tread

16" x 16" grass pavers
8" of 3/4" Crushed rock
compacted under pavers
Pavers soil filled and seeded

1' Contour interval



BARRON COUNTY RESOLUTION NO. 2023 –

2023 Work Zone Awareness Week in Barron County

1 **WHEREAS**, in 1999, the Federal Highway Administration partnered with the American
2 Association of State Highway Officials and more recently the American Traffic Safety Services
3 Association to create the National Work Zone Safety Awareness campaign which is held
4 annually in April prior to the construction season in much of the nation and;

5
6 **WHEREAS**, the Wisconsin County Highway Association is asking all seventy-two
7 counties in the state to unite and kick-off “Work Zone Safety Awareness Week” with a
8 resolution and campaign to raise awareness for its workers, the travelling public, public safety
9 workers, and those of various highway contractors performing work for the counties; and

10
11 **WHEREAS**, between 2017 and 2022, there were 70 fatalities recorded as a result of
12 more than 14,473 work zone crashes and injuring more than 5,449 people in Wisconsin; and

13
14 **WHEREAS**, construction and maintenance activities on our streets and highways
15 periodically require that work zones be established; and

16
17 **WHEREAS**, the Barron County Highway Department and the Barron County Sheriff’s
18 Department have, on a daily basis, have employees actively engaged in Work Zones on the
19 highway system within Barron County; and

20
21 **WHEREAS**, there has been over 1,805 work zone crashes in Wisconsin in each of the
22 last five years; and

23
24 **WHEREAS**, in 2020, Wisconsin suffered from nearly 2,186 crashes in road construction
25 and maintenance zones, resulting in over 859 injuries and 13 fatalities; and

26
27 **WHEREAS**, through their enforcement activities and other participation, the Barron
28 County Sheriff’s Office, Wisconsin State Patrol, and Barron County Highway Department will
29 work to make Work Zone Safety Awareness Week a success; and

30
31 **WHEREAS**, the Federal Highway Administration has designated April 17 through April
32 21, 2023 as National Work Zone Safety Awareness Week with this year’s theme “You play a
33 role in work zone safety. Work with us”, which emphasized the importance of motorists driving
34 safely to ensure that we all work together to save lives in work zones;

35
36 **WHEREAS**, this resolution was approved by the Highway Committee on March 9, 2023
37 on a vote of 4 - 0 with Effertz, Gores, Heinecke and Mosentine voting in favor and no members
38 voting against. Thompson was absent.

39
40 **NOW, THEREFORE, BE IT RESOLVED**, by the Barron County Board of
41 Supervisors that the week of April 17 through April 21, 2023 be designated as Work Zone Safety
42 Awareness Week in Barron County

BARRON COUNTY RESOLUTION NO. 2023 –
2023 Work Zone Awareness Week in Barron County

OFFERED THIS 20th Day of March, 2023

<p>Number of readings required: One <input checked="" type="checkbox"/> Two ()</p> <p>Vote required for passage: Majority (<input checked="" type="checkbox"/>) 2/3 Entire Board (20) ()</p> <p>Source of funding: Budgeted () General Fund () Grant () Contingency () Other (<input checked="" type="checkbox"/>) Details: N/A</p> <p>Fiscal impact: - Current year total amount: \$ - 0 - - Future years total amount: \$ - 0 - - Effect on tax levy – current year - \$ - 0 - - Effect on tax levy – future years - \$ - 0 -</p> <p>Fiscal impact reviewed by County Finance Department</p> <hr style="width: 80%; margin-left: 0;"/> <p>Jodi Busch, Finance Director</p> <p>Approved as to form by:</p> <hr style="width: 80%; margin-left: 0;"/> <p>Jeffrey French, Administrator</p> <hr style="width: 80%; margin-left: 0;"/> <p>John Muench, Corporation Counsel</p>	<hr style="width: 80%; margin-left: 0;"/> <p>Jim Gores, Vice Chair Highway Committee</p> <p>(The Committee Chair signature verifies the action taken by the Committee.)</p> <p>Board Action: Adopted () Failed () Tabled ()</p>
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Barron County, Barron Wisconsin
Monthly Reconciliation of American Rescue Plan Act Projects
Revenues & Expenditures as of 2/28/23

Date 3/7/2023
 Preparer JBB

C:\Users\wendycoleman\Downloads\ARPA MONTHLY FINANCIALS (10).xlsx\February, 2023

Internal Management Memorandum

Unaudited Draft for Discussion Purposes Only

REVENUES/OTHER FINANCING:	ESTIMATED FUNDING	ACTUAL REVENUES
ARPA Proceeds	8,788,117.00	8,788,117.00
LGIP Interest - 2021	1,425.65	1,425.65
LGIP Interest - 2022	128,123.58	128,123.58
LGIP Interest - 2023	29,875.62	29,875.62
	<u>8,947,541.85</u>	<u>8,947,541.85</u>

EXPENDITURES:	RESOLUTION	ENCUMBERED	ACTUAL EXPENSE
Attorney Fees	212-000	4,752.50	4,752.50
Financial Advisor Fees	212-000	2,565.00	2,565.00
Personal Protective Equipment (PPE)	342-000	23,096.00	23,096.00
IT Equipment	813-161 2021-38/2022-35	205,240.00	205,163.39
Ann Street Building Upgrades	2021-26	300,000.00	0.00
BCEDC Website Upgrades prev Hwy Maps	313-000 2023-3	6,723.00	6,723.00
ATV/Snow Trail Maps	313-000 2021-42	8,143.00	8,143.00
Hwy T Vermillion Creek Bridge	840-165 2021-46	293,926.45	293,926.45
Highway Speed Signs	313-000 2021-50	9,999.90	9,999.90
Well Water Testing	218-000 2022-11	8,000.00	4,370.67
BCHA Rehabilitation	842-163 2022-20	3,500,000.00	0.00
Snow/ATV Bridge Rehab	840-160 2022-18	289,878.00	188,416.46
Snow/ATV Groomer Equipment	813-160 2022-18	198,434.00	192,293.64
Veteran's Memorial Auditorium Seating	830-164 2022-21	47,163.81	47,163.81
Broadcast Equipment - RL Comm Media	813-161 2022-37	10,000.00	10,000.00
Owen Anderson Rifle Range Improvements	830-166 2022-41	25,000.00	23,184.46
Fiber to Communication Towers	830-162 2022-54/2023-2	672,000.00	551,250.00
JC Stanley Security Upgrades	830-167 2022-55	80,975.00	1,416.25
Aging Kitchen Design	842-168 2023-10	250,000.00	16,500.00
TOTAL EXPENDITURES		<u>5,935,896.66</u>	<u>1,588,964.53</u>
BALANCES		<u>3,011,645.19</u>	<u>7,358,577.32</u>

Pending Projects Not Yet Approved

Aging Kitchen	842-168	2,000,000.00
Aging Kitchen Contingency (20%)	842-168	400,000.00
		<u>611,645.19</u>

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	Total Plan Monthly Funding
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