



REVISED
AGENDA
OZAUKEE COUNTY BOARD
REGULAR MEETING
WEDNESDAY, DECEMBER 1, 2021 – 9:00 AM
ADMINISTRATION CENTER - ROOM A-204
121 W. MAIN STREET, PORT WASHINGTON, WI 53074

THE FOLLOWING BUSINESS WILL BE BEFORE THE COUNTY BOARD FOR INITIATION, DISCUSSION, CONSIDERATION, DELIBERATION AND POSSIBLE FORMAL ACTION:

The public can access the meeting by viewing the live stream at the link which will be opened five minutes before the call to order:

[County Board Live Stream](#)

*The public can submit comments here: [Public Comment Form](#)
[Public Comment Policy](#) & [Instructions For Submitting Public Comments Online](#)*

1. CALL TO ORDER

Roll Call

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. CONFIRMATION OF APPOINTMENT FOR SUPERVISOR OF DISTRICT 16

4. APPROVAL OF MINUTES

November 1 & 3, 2021

5. PUBLIC COMMENT

Legislative Update

Chairperson's Proclamation

6. COMMUNICATIONS

7. CLAIMS

8. REPORT OF COUNTY ADMINISTRATOR

County Administrator's Report

American Recovery Act Funds

County Support of Emergency Medical Services

Project Fund Process

Wage Study

Community Development Block Grant (CDBG) COVID Response Funds

9. RESOLUTIONS

RES.21-39: Town of Cedarburg's Bridge Aid Request to Replace the Bridge over Cedar Creek on Covered Bridge Road (*postponed November 3, 2021*)

RES.21-45: Increase of Revenue 2022 - Planning & Parks

RES.21-46: Cancellation of 2019 Outstanding Orders

RES.21-47: Amending Chapter 4.10 (2)(h) and (j) of the Ozaukee County Policy and Procedure Manual - Official County Website

RES.21-48: Wisconsin Counties Association & National Association of Counties 2022 Membership Dues

RES.21-49: Authorizing Ozaukee County to Enter Into the Settlement Agreements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., Agree to the Terms of the MOU Allocating Settlement Proceeds, and Authorize Entry Into the MOU with the Attorney General

10. COMMITTEE APPOINTMENTS/REAPPOINTMENTS

December 2021 Appointments/Reappointments

11. COMMITTEE REPORTS AND SUPERVISOR ANNOUNCEMENTS

12. ADJOURNMENT

Ozaukee County Board

AGENDA INFORMATION SHEET

AGENDA DATE:	December 1, 2021
DEPARTMENT:	County Clerk
DIRECTOR:	Julie Winkelhorst
PREPARER:	Julie Winkelhorst

Agenda Summary November 1 & 3, 2021

November 1, 2021

[<https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/_11012021-2988>](https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/_11012021-2988)

November 3, 2021

[<https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/_11032021-2990>](https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/_11032021-2990)



County Administrator's Report

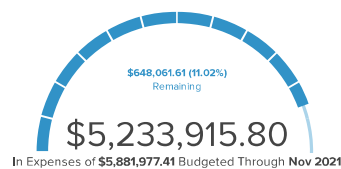
December 1, 2021

FINANCE

- Approved Ozaukee County Website domain name change to www.ozaukeecounty.gov to enhance website security
- August sales tax was \$852,524 compared to \$912,479 in 2020. July sales tax was \$1,074,803 compared to \$817,956.

Finance Committee

Data Updated 5 days ago | [Prorated Budget](#)

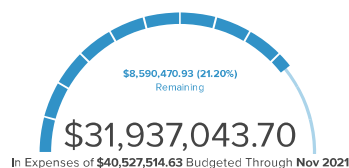


HUMAN SERVICES

- No November meeting

Health and Human Services

Data Updated 5 days ago | [Prorated Budget](#)

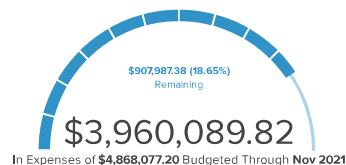


NATURAL RESOURCES

- UW Extension piloting Farm Stress Planning program to assist agriculture community with financial analysis and decision making
- Bid for Lion's Den Park Shelter at \$460,000, septic and utility work bid separately
- Approved application for a \$2.5M grant to repave OIT

Natural Resources

Data Updated 5 days ago | Prorated Budget

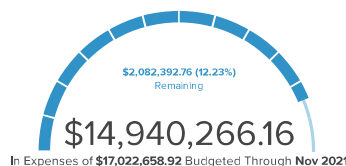


PUBLIC SAFETY

- Committee discussed county role in improving the EMS response countywide

Public Safety

Data Updated 5 days ago | Prorated Budget

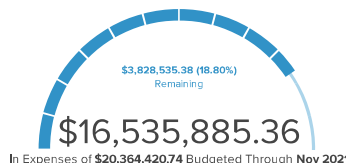


PUBLIC WORKS

- Corporation Counsel inquiry to Wisconsin Attorney General to clarify Bridge Aid statutes
- Approved hiring and retention bonus for Shared Ride Taxi Drivers

Public Works

Data Updated 5 days ago | Prorated Budget



RESOLUTION NO. 21-39

TOWN OF CEDARBURG'S BRIDGE AID REQUEST TO REPLACE THE BRIDGE OVER
CEDAR CREEK ON COVERED BRIDGE ROAD

WHEREAS, Wisconsin State Statutes allow for Townships to seek fifty-percent (50%) funding for bridges or culverts with a 36-inch or greater span through their respective County as prescribed in Wisconsin State Statutes Section 82.08 - Town bridges or culverts; construction and repair; county aid; and

WHEREAS, the Town Board of the Town of Cedarburg, by resolution, passed and adopted on September 1st, 2021, a petition for aid to replace the bridge over Cedar Creek on Covered Bridge Road approximately 250-feet north of Cedar Creek Road; and

WHEREAS, the aforementioned bridge is in poor condition and needs to be replaced; and

WHEREAS, the proposed bridge will meet the standards and specifications for design and construction set by Wisconsin Department of Transportation (WisDOT); and

WHEREAS, the Town of Cedarburg has received a grant through WisDOT's Local Bridge Program for 80% of the construction costs up to a total of \$1,033,800; and

WHEREAS, the Town requests that the County equally share in 20% of the cost of the bridge replacement, or \$103,380 each; and

WHEREAS, the county's share of this bridge replacement will be levied against the Townships in Ozaukee County.

NOW, THEREFORE, BE IT RESOLVED by the Ozaukee County Board of Supervisors that the Petition is hereby granted.

BE IT FURTHER RESOLVED that upon the filing of written notice with the County Public Works Committee by the Town of Cedarburg Town Board that the work has been completed and accepted by the Town Board, the County's share of the project costs shall be disbursed to the Town upon approval by the Public Works Committee and acquisition of the levied funds by the County Clerk.

Dated at Port Washington, Wisconsin, this 3rd day of November, 2021.

SUMMARY: Town of Cedarburg's Bridge Aid Request to Replace the Bridge over Cedar Creek on Covered Bridge Road.

VOTE REQUIRED: Majority

PUBLIC WORKS COMMITTEE

10/21/21

Public Works Committee

APPROVED

Public Works Committee
AGENDA INFORMATION SHEET

AGENDA DATE:	December 1, 2021
DEPARTMENT:	Highway
DIRECTOR:	Jon Edgren
PREPARER:	Jon Edgren

Agenda Summary Town of Cedarburg's Bridge Aid Request to Replace the Bridge over Cedar Creek on Covered Bridge Road

BACKGROUND INFORMATION: Wisconsin State Statute 82.08 - Town Bridges or Culverts; Construction and Repair; County Aid (attached) provides Townships with a method to assist in the reconstruction of larger culverts or bridges by obtaining reimbursement of 50% of construction related costs from their County. The County's portion will be levied against Townships within the County.

Section (2)(b) does allow for County's to refuse these petitions, but only if the County Board hasn't granted County Bridge Aid previously. However, Ozaukee County has approved County Bridge Aid at various times, so I believe that there is no ability to decline the request.

In this particular case, the Town of Cedarburg is planning a complete reconstruction of the Covered Bridge Road bridge over Cedar Creek. Additionally, the Town was approved for a Wisconsin Department of Transportation (WisDOT) Local Bridge Program grant that will cover 80% of construction related costs up to a total estimated cost of \$1,033,800.

Therefore, the Town of Cedarburg's estimated share of construction-related costs is \$206,760 leading to an estimated Ozaukee County share of \$103,380. Attached is the Town of Cedarburg's petition.

ANALYSIS: Currently, the Town of Cedarburg is planning for reconstruction of the Covered Bridge Road bridge in 2022, and they are requesting reimbursement during next year.

Attached is the proposed resolution directing the set-aside of funds for the Town of Cedarburg's request. Additionally, I did increase the total funds requested to \$120,000 to cover potential cost overages. Per Section (2)(a), the funds should be set aside in a separate account administered by the Highway Department for future payments.

FISCAL IMPACT:

Balance Current Year: -- Next Year's Estimated Cost: \$120,000

FUNDING SOURCE:

County Levy: -- Non-County Levy: \$120,000

Indicate source: Levy to Ozaukee County Townships

RECOMMENDED MOTION: Approve the Town of Cedarburg's Town Bridge Aid request, and forward to the Ozaukee County Board for approval.

ATTACHMENTS:

- WI State Statutes - 82.08 - Town Bridges & County Aid (PDF)
- T-Cedarburg - Cty Bridge Aid Funding Request Reso - 9-1-21 (PDF)

Wisconsin State Statutes

82.08 Town bridges or culverts; construction and repair; county aid.

- (1) PETITIONS. A town that has voted to construct or repair any bridge or culvert that is on, or that after the construction will be connected to, an existing highway maintained by the town may file a petition for county aid with the county highway commissioner. The petition shall describe the location and size of the bridge or culvert and shall contain a statement that the town has provided the funds required by sub. (3).
- (2) FUNDING REQUIREMENTS.
 - (a) Except as provided in par. (b), upon receipt of a petition for a bridge or culvert with a 36-inch or greater span, or a structure of equivalent capacity to carry water, the county board shall appropriate the sum required by sub. (3) and shall levy a tax therefor. The tax, when collected, shall be held in a separate account administered by the county highway committee.
 - (b) If on January 1, 2003, a county has a policy of providing funding only for bridges and culverts larger than the requirement of par. (a), the county may refuse to fund bridges and culverts that do not meet the minimum requirements of that policy. The minimum size bridge or culvert that a county is required to fund under this section may be raised, but not lowered, by the affirmative vote of a majority of the towns in the county. The county board of any county that has never granted aid under this section may, in its discretion, refuse all petitions under sub. (1).
- (3) SHARED COST. The town and county shall each pay one-half of the cost of construction or repair. In determining the cost of construction or repair of any bridge or culvert, the cost of constructing or repairing any approach not exceeding 100 feet in length shall be included.
- (4) EMERGENCY PETITION. Whenever the construction or repair of any bridge or culvert must be made without delay, the town board may file its petition with the county clerk and the county highway committee, explaining the necessity for immediate construction or repairs. It shall then be the duty of the town board and the county highway committee to construct or repair the bridge or culvert as soon as practicable. The construction or repair of a bridge or culvert undertaken pursuant to this subsection shall entitle the town to the same county aid that the town would have been entitled to had it filed its petition with the county board as provided in sub. (1).
- (5) SUPERVISION OVER DESIGN, CONSTRUCTION, AND COST. The county highway committee and the town board shall have full charge of design, sizing, letting, inspecting, and accepting the construction or repair, but the town board may leave the matter entirely in the hands of the county highway committee. The county highway committee and the town board must agree on the cost of the project and must consult each other during construction.
- (6) CONSTRUCTION REQUIREMENTS. No county order may be drawn under sub. (2) for the construction of a bridge or culvert unless the design and construction comply with requirements under s. 84.01 (23).
- (7) NO TAX. Except as provided in ss. 61.48 and 84.14 (3), nothing contained in this section shall authorize the levy of a tax upon the property in any city or village that is required to maintain its own bridges.
- (8) ADMINISTRATION CHARGE. The county may charge the towns that apply for aid under this section an administration charge. The administration charge shall be fixed as a percentage of the total costs of administering aid under this section and the percentage shall be no more than the percentage that the county charges the state for records and reports.

History: 1977 c. 190; 1981 c. 296; 1983 a. 192 s. 303 (2); 1983 a. 532; 2003 a. 214 ss. 140 to 145, 147, 159; Stats. 2003 s. 82.08; 2013 a. 152.

NOTE: 2003 Wis. Act 214, which affected this section, contains extensive explanatory notes.

The county is obligated to pay its half of the cost of construction or repair of a bridge even if the final cost exceeds the amount the town requested in the petition. An estimate is sufficient in a petition for aid. Costs need not be determined exactly. Town of Grand Chute v. Outagamie County, 2004 WI App 35, 269 Wis. 2d 657, 676 N.W.2d 540, 03-1897.

The bridge at issue in this case was not a "bridge on a highway maintainable by the town" under s. 81.38 [now s. 82.08] because the bridge aid petition did not request funding to help connect the bridge to a highway maintainable by the town, there was no existing highway extending to the planned bridge site at the time of the petition, and the bridge was not connected to a highway maintainable by the town upon completion. Section 81.38 requires funding for only those bridges built on highways in existence at the time of a bridge's construction.

Town of Madison v. County of Dane, 2008 WI 83, 311 Wis. 2d 402, 752 N.W.2d 260, 06-2554.

Although a 2003 act changed the phrase "highway maintainable" to "highway maintained," this amendment did not change the substantive meaning of the statute. Town of Madison v. County of Dane, 2008 WI 83, 311 Wis. 2d 402, 752 N.W.2d 260, 06-2554.

NOTE: The above annotations cite to s. 81.38, the predecessor statute to s. 82.08.

The Town of Cedarburg, Wisconsin

IN THE NAME AND BY THE AUTHORITY OF THE TOWN OF CEDARBURG,
WISCONSIN

RESOLUTION #2021-11

“Resolution Petitioning Ozaukee County Bridge Repair Funding for the Covered Road Bridge”

WHEREAS, the Town of Cedarburg is an unincorporated Town within Ozaukee County, Wisconsin; and

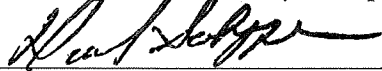
WHEREAS, the Town Public Works Department maintains specified bridges in the Town of Cedarburg, with the bridge on Covered Bridge Road over Cedar Creek being one of those bridges; and

WHEREAS, the Town Board of Supervisors is respectfully petitioning Ozaukee County for 50% of any costs not paid with funding through the State/Municipal Agreement for such bridge replacement as allowed by Chapter 82 of WI State statutes as follows:

- Ozaukee County is designated the responsibility of determining priorities of projects for the use of County funding eligible for projects, such as this bridge replacement.
- This bridge has been identified as being deficient.
- The Town of Cedarburg was awarded a State/Municipal Agreement for a State-Let Local Bridge Project for the bridge on Covered Bridge Road over Cedar Creek funding up to 80% of the project costs up to a limit of \$716,564, with total project length of 230 feet.
- The estimated cost is \$1,033,800. The Town's share is estimated at +/- \$206,760, with the Town respectfully requesting from Ozaukee County funding of +/- \$103,380 (50%).
- The project is set to be constructed in 2022.

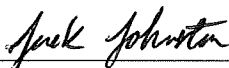
NOW THEREFORE, BE IT RESOLVED that the Town Board of Supervisors in Cedarburg, Wisconsin, does hereby petition Ozaukee County for reimbursement of 50% of any costs not paid with State funding for such bridge replacement as allowed by Chapter 82 of WI State Statute.

Passed and adopted this 1st day of September, 2021.



David M. Salvaggio, Town Chairman

Attest:



Jack Johnston, Assistant Administrator/Clerk

Attachment: T-Cedarburg - Cty Bridge Aid Funding Request Reso - 9-1-21 (RES.21-39 : T-Cedarburg Bridge Aid)

RESOLUTION NO. 21-45

INCREASE OF REVENUE 2022 - PLANNING & PARKS

RESOLVED, by the Ozaukee County Board of Supervisors, that budgets be increased in the accounts as follows:

Department / Program

	<u>Account Number</u>	<u>Account Name</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
Planning & Parks				
Expense	221-1-01-51101-000	Regular Salaries and Wages	\$54,714	
Expense	221-1-01-52202-000	Travel/Mileage	786	
Expense	221-1-01-53601-000	Other Material Supplies	69,500	
Expense	221-1-01-54533-000	Contracted Outside Employment	75,000	
Revenue	221-1-01-42110-000	Fed Aid - USFS Coastal Parks		\$200,000
Expense	221-1-01-53601-000	Other Material Supplies	\$2,040	
Revenue	221-1-01-42310-000	State Aid - WDNR CCA Virmond Prairie		\$2,040

Dated at Port Washington, Wisconsin, this 1st day of December 2021.

SUMMARY: U.S. Forest Service-Great Lakes Restoration Initiative - \$200,000 and Wisconsin Department of Natural Resources County Conservation Aid Grant Program - \$2,040.

VOTE REQUIRED: Two-Thirds of Members Elect

FINANCE COMMITTEE

11/19/21

Finance Committee APPROVED

RESULT:	APPROVED [UNANIMOUS]
MOVER:	J. Strom, Supervisor District 21
SECONDER:	D. Larson, Supervisor District 8
AYES:	T. Richart, D. Larson, J. Strom
EXCUSED:	P. Melotik, T. Winker

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: November 4, 2021
DEPARTMENT: Planning and Parks
DIRECTOR: Andrew Struck
PREPARER: Andrew Struck

Agenda Summary Increase of Revenue Budget Amendment for a U.S. Forest Service Great Lakes Restoration Initiative Forest Restoration Grant for Native Tree Planting in the Ozaukee County Coastal Parks Project Area

BACKGROUND INFORMATION: The Ozaukee County - Planning and Parks Department (Department) was awarded a grant from the U.S. Forest Service (USFS) - Great Lakes Restoration Initiative (GLRI) Forest Restoration grant program to improve the local ecology in the Ozaukee County Coastal Parks Project Area (Project Area) in the Cities of Port Washington and Mequon and Town of Grafton by planting a significant number of native trees to replace ash trees impacted by invasive emerald ash borer (EAB), protect sensitive clay bluff ecosystems along Lake Michigan and manage stormwater. Specifically, this grant will support funding of Department staff operations, contracting with private contractors, and conservation corps (i.e. AmeriCorps NCCC, Milwaukee Community Service Corps, Wisconsin Youth Conservation Corps, and Great Lakes Community Conservation Corps) for tree planting assistance and the purchase of native tree stock.

ANALYSIS: The total grant award is \$200,000. The Ozaukee County Natural Resources Committee unanimously approved the submittal and acceptance of this grant application at its July 8, 2021 meeting (Ayes: Jobs, Holyoke, Minkel-Dumit, Excused: Korinek, Ross). 20% of the total project cost is required as formal match. The Department will use funds from other pending grants (e.g., state (WDNR Urban Forestry) and private foundation (We Energies, ATC, Kohl Foundation and Argosy Foundation)), secured vandalism restitution funds (Lion's Den Gorge Nature Preserve) and in-kind staff time, equipment and materials to meet matching requirements. There have been no changes to the project scope or budget since grant submittal. This budget amendment will revised the adopted 2022 budget.

FISCAL IMPACT:

Balance Current Year: NONE (\$0 Additional Revenue)

Next Year's Estimated Cost: NONE (\$200,000 Additional Revenue in 2022 budget)

FUNDING SOURCE:

County Levy: X

Non-County Levy: X

Indicate source: USFS GLRI grant, pending private foundation grants (ATC grant,

Attachment: Planning & Parks (RES:21-45 : INC REV)

Argosy Foundation, We Energies, Kohl Foundation), WDNR Urban Forestry grant (pending), vandalism restitution funds (secured - LDGNP) and in-kind staff, equipment, travel, contractual, and supplies/materials.

RECOMMENDED MOTION: Approve and recommend to the Ozaukee County Board of Supervisors the budget amendment (2022 budget) for the U.S. Forest Service - Great Lakes Restoration Initiative Forest Restoration grant for native tree planting in the Ozaukee County Coastal Parks Project Area.

ATTACHMENTS:

- P&P_Dept_2021_USFS_GLRI_Coastal Parks_Map (1) (PDF)

NATURAL RESOURCES COMMITTEE

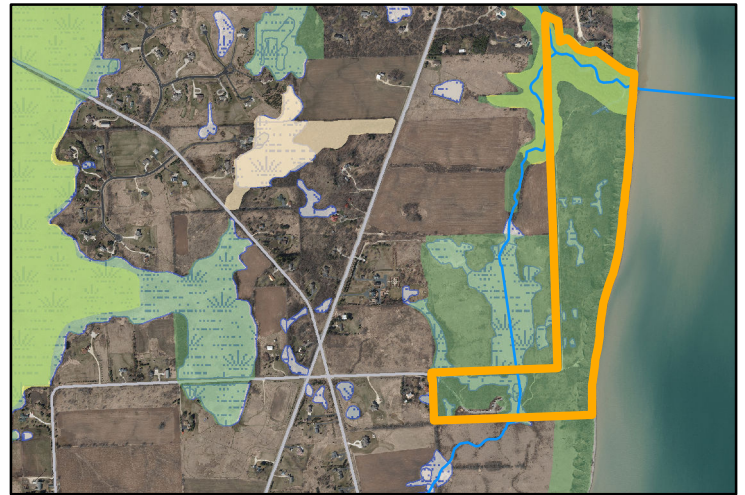
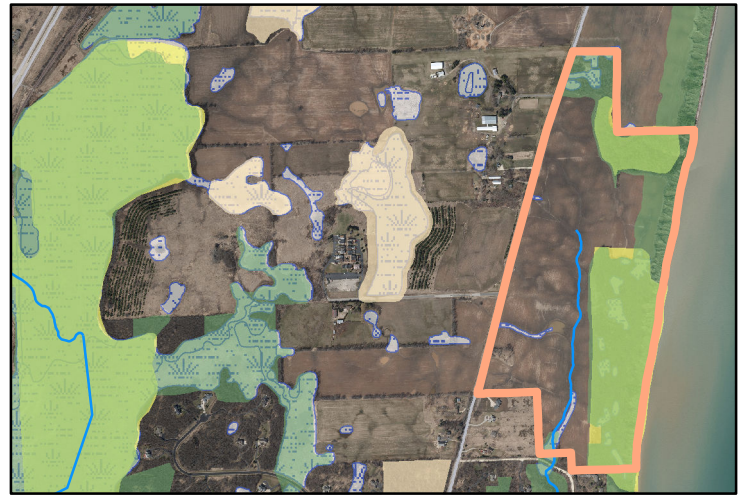
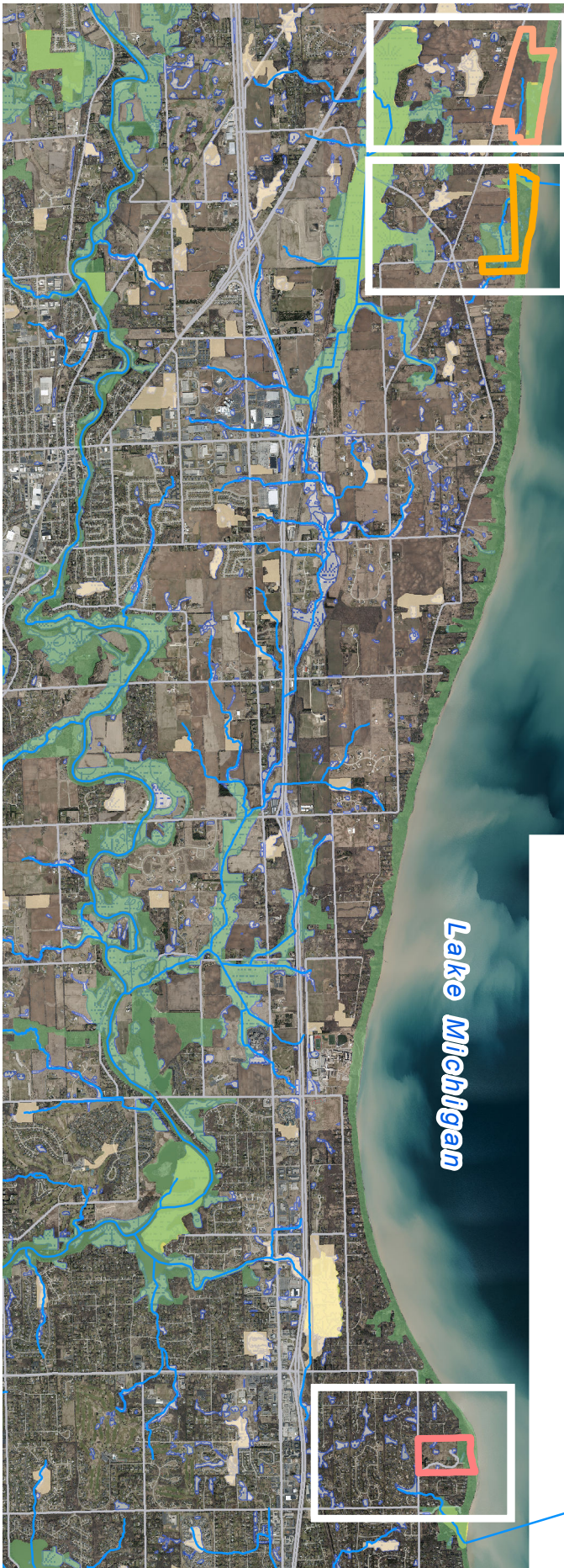
RESULT: **APPROVED AND FORWARDED [UNANIMOUS]** **Next: 11/19/2021 8:30 AM**

MOVER: B. Ross, Supervisor District 19

SECONDER: N. Minkel-Dumit, Supervisor District 26

AYES: Korinek, Jobs, Holyoke, Minkel-Dumit, Ross

Ozaukee County Coastal Parks Project Area



Attachment: Planning & Parks (RES.21-45 : INC REV)

Legend

- Lion's Den Gorge Nature Preserve
- Virmond Park
- Clay Bluffs Cedar Gorge Nature Preserve
- Isolated Natural Resource Area
- Primary Environmental Corridor
- Natural Areas
- Hydrolines
- Wetlands



0 0.250.5 1 Miles

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: November 4, 2021
DEPARTMENT: Planning and Parks
DIRECTOR: Andrew Struck
PREPARER: Andrew Struck

Agenda Summary Increase of Revenue Budget Amendment for a Wisconsin Department of Natural Resources County Conservation Aids Grant for Prairie Restoration Activities in Virmond County Park

BACKGROUND INFORMATION: The Ozaukee County - Planning and Parks Department (Department) was awarded a grant from the Wisconsin Department of Natural Resources (WDNR) County Conservation Aids (CCA) grant program to support County-sponsored fish and wildlife habitat restoration projects. Specifically, this grant will support County activities to restore 10.5 additional acres of old-field into a native warm-season prairie at Virmond County Park, an Ozaukee County Park, in the City of Mequon. The WDNR CCA grant will support Department activities to purchase seed and restore additional old field to native prairie in order to provide more contiguous habitat for grassland bird species and pollinators (e.g. bees and butterflies). Department staff, corps members and volunteers will complete project activities.

ANALYSIS: The total grant award is \$2,040. The Ozaukee County Natural Resources Committee unanimously approved the submittal and acceptance of this grant application at its August 5, 2021 meeting (Ayes: Korinek, Jobs, Holyoke, Minkel-Dumit, Ross). The grant requires a 50% match, which will be provided by the County through in-kind County staff time, equipment and supplies (supported by other grant funding), mileage, contractual (supported by other grant funding) and volunteer labor. This budget amendment will revised the 2022 adopted budget.

FISCAL IMPACT:

Balance Current Year: NONE

Next Year's Estimated Cost: NONE (Additional Program Revenue - \$2,040)

FUNDING SOURCE:

County Levy:

Non-County Levy: X

Indicate source: WDNR CCA grant and in-kind staff time, equipment and supplies and contractual (under other existing grant funding).

RECOMMENDED MOTION: Approve and recommend to the Ozaukee County Board of Supervisors the budget amendment (2022 budget) for the Wisconsin Department of Natural Resources - County Conservation Aids Program grant to support prairie restoration activities in

ATTACHMENTS:

- P&P_Dept_WDNR CCA_Virmond Prairie_Map (1) (PDF)

NATURAL RESOURCES COMMITTEE

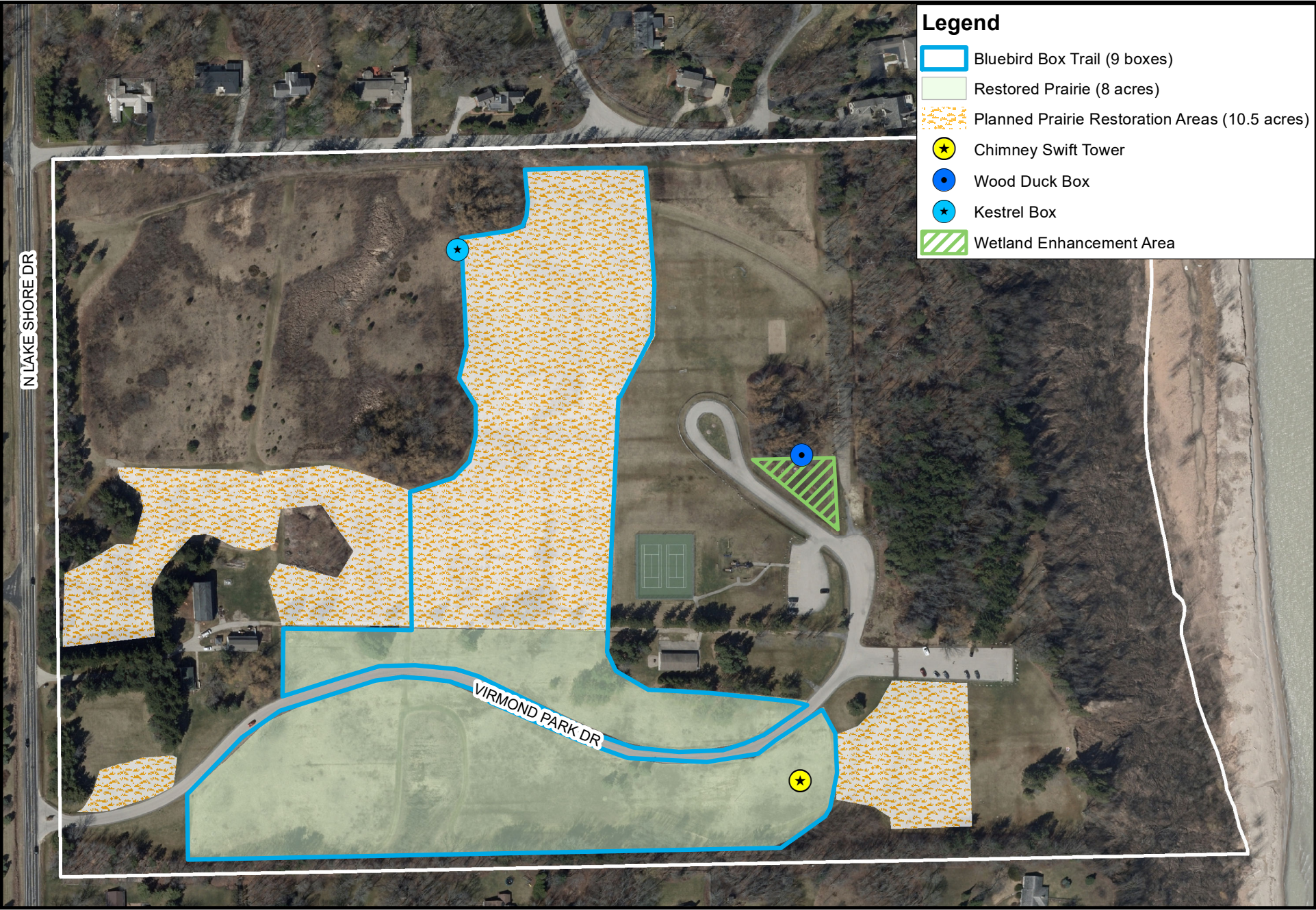
RESULT: **APPROVED AND FORWARDED [UNANIMOUS]** **Next: 11/19/2021**
 8:30 AM

MOVER: R. Holyoke, Supervisor District 22

SECONDER: B. Ross, Supervisor District 19

AYES: Korinek, Jobs, Holyoke, Minkel-Dumit, Ross

Virmond County Park
2018 - 2021 Ecological Enhancement and Restoration Features



Attachment: Planning & Parks (RES.21-45 : INC REV)

RESOLUTION NO. 21-46

CANCELLATION OF 2019 OUTSTANDING ORDERS

WHEREAS, the following orders, issued by the County of Ozaukee, remain outstanding after the 2 year deadline prescribed in Section 59.64(4)(e) of the Wisconsin Statutes:

<u>CO ORDER NO.</u>	<u>DATE ISSUED</u>	<u>AMOUNT</u>	<u>ISSUED TO</u>	<u>PURPOSE</u>
510651	1/4/2019	27.60	Colin O'Connell 5409 W Washington Blvd Milwaukee, WI 53208	Witness-State vs Cross
510669	1/4/2019	18.40	Eric Shively 834 Falls Road Grafton, WI 53024	Witness-State vs Cross
512543	3/22/2019	26.32	Jayden Gosse PO Box 587 Kewaskum, WI 53040	Witness Fees
512782	4/5/2019	27.04	Taylor Robert Olson	Jury Fees
512789	4/5/2019	30.10	David M Ward	Jury Fees
512839	4/5/2019	19.00	John Bakalars 2221 County Road A Belgium, WI 53004	Witness Fees
513184	4/19/2019	58.00	Cory A McCormick 914 1st Avenue Grafton, WI 53024-1304	Sheriff Emp Exp
513354	4/26/2019	40.30	Daniel Patrick Callahan	Jury Fees
513371	4/26/2019	31.12	Kurt M Waldkirch	Jury Fees
513472	4/26/2019	22.80	Tim Thompson 8729 W Donges Bay Road Mequon, WI 53092	Witness Fees
513504	5/3/2019	67.34	John R Kulis	Jury Fees
513512	5/3/2019	27.04	Jessica H Ols	Jury Fees
513730	5/10/2019	244.00	Cynthia A Becher 2311 Madison Street Waukesha, WI 53146	Kinship Care Base
514078	5/24/2019	30.10	Marissa Ann Barian	Jury Fees
514223	5/31/2019	35.20	Kathleen Marie Cross	Jury Fees
514234	5/31/2019	58.77	David James Kuczynski	Jury Fees

514566	6/7/2019	25.00	Sterling Storey 501 N 13th Street Oostburg, WI 53070	Witness Fees
516347	8/23/19	60.00	Cristian Martinez Flores 926 Irene Street Green Bay, WI 54302	1 YR DPA
516490	8/30/19	70.00	Jacob Best c/o Atty Martin Tanz 2266 N Prospect, Suite 312 Milwaukee, WI 53202	DPA Revoked 2019
516880	9/13/19	22.00	Travelers Title LLC 1011 N Mayfair Road Suite 200 Wauwatosa, WI 53226-3431	Overpayment of Taxes Parcel#151030223000 Anne M Warren
517092	9/27/19	40.30	Paul Chamberlain Mattingly	Jury Fees
517093	9/27/19	29.08	Destiny Joy Milbrandt Schanowski	Jury Fees
517886	10/25/2019	26.53	Celia J Shaughnessy	Jury Fees
518129	11/8/2019	91.04	Carlie A Rundquist 250 W Walters Drive Grafton, WI 53024-2246	PH Employee Exp.
518485	11/22/2019	38.77	Tyler S Azinger	Jury fees
518496	11/22/2019	37.24	Lisa M Klindt Simpson	Jury fees
518804	12/6/2019	37.24	Andrew James Cherubini	Jury Fees
518807	12/6/2019	28.06	Emily Elizabeth Caron Engstrom	Jury Fees
519216	12/20/2019	38.57	Mari Rebecca Zimmermann	Jury Fees

NOW, THEREFORE, BE IT RESOLVED, that the Ozaukee County Treasurer be instructed to cancel and stop payment on the foregoing orders and return the applicable amounts to the County Treasurer, and

FURTHER RESOLVED, that the person in whose favor the order was drawn may upon application to the Chairperson of the Board and County Clerk, made within 6 years from the date of the order, have a new order issued for the amount of the original, without interest.

Dated at Port Washington, Wisconsin, this 1st day of December 2021.

SUMMARY: Cancellation of Orders that remain outstanding after the two-year deadline.

VOTE REQUIRED: Majority

FINANCE COMMITTEE

11/19/21

Finance Committee APPROVED

RESULT:	APPROVED [UNANIMOUS]
MOVER:	J. Strom, Supervisor District 21
SECONDER:	D. Larson, Supervisor District 8
AYES:	P. Melotik, T. Richart, D. Larson, J. Strom
EXCUSED:	T. Winker

Finance Committee
AGENDA INFORMATION SHEET

AGENDA DATE:	December 1, 2021
DEPARTMENT:	Treasurer
DIRECTOR:	Joshua Morrison
PREPARER:	Joshua Morrison

Agenda Summary Cancellation of 2019 Outstanding Orders

BACKGROUND INFORMATION: Annual cancellation of outstanding orders per WI Statutes 59.64(4)(e).

ANALYSIS: \$1,306.96 will be credited back to the general fund where appropriated or to the respective departments where applicable.

FISCAL IMPACT: return of \$1,306.96

Balance Current Year: \$1,306.96 Next Year's Estimated Cost: N/A

FUNDING SOURCE: N/A

RECOMMENDED MOTION: Approve cancellation of outstanding payment orders.

FINANCE COMMITTEE

RESOLUTION NO. 21-47

AMENDING CHAPTER 4.10 (2)(H) AND (J) OF THE OZAUKEE COUNTY POLICY AND PROCEDURE MANUAL - OFFICIAL COUNTY WEBSITE

RESOLVED by the Ozaukee County Board of Supervisors that Section 4.10(h) and (j) of the Ozaukee County Policy and Procedural Manual be amended to read:

4.10. GENERAL POLICY AND PROCEDURES

(2) Internet Access Policy:

(h) Monitoring Internet Use:

1. All Internet transmissions sent from or received by county computers are county property.
2. County and departmental management reserve the right to examine, at any time and without prior notice the following:
 - a. All E-mail
 - b. Directories, files and other information stored on data disks, computers, or tape.
3. Internet Chat Rooms and Discussion Forums:
 - a. County employees participating in discussion groups or forums must be related to research on topics of interest to county departments.
 - b. Departments are responsible for their employees who misrepresent official county policy in any message posted to the Internet.

~~4. Use of County Website:~~

~~a. The official County website address is www.co.ozaukee.wi.us~~

~~b. Personal or departmental home pages require the approval of the County Webmaster prior to publication as an external World Wide Web site.~~

(j) ~~Use of~~ County Website ~~for Political Means:~~

1. The official County website address is www.ozaukeecounty.gov

2. Use of County Website for Political Means:

1a. No county elected official who becomes a candidate for a national, state, or local office may make any additions, deletions, or corrections to that official's website within the time periods defined below:

a(1). Thirty (30), days prior to the first day authorized by law for circulation of nomination papers as a candidate if the person is to be nominated by filing of nomination papers;

b(2). If a candidate is nominated at a primary election by write-in votes, the day the board of canvassers issues its determination that the person is nominated.

€(3). If the candidate is nominated by filing a declaration of candidacy, the first date of the month preceding the month, which includes the last day for filing the declaration of candidacy.

23. These restrictions shall apply until after the date of the election or after the date of the primary election if the person appears as a candidate on the primary election ballot and is not nominated at the primary election.

FURTHER RESOLVED, that the Ozaukee County Clerk shall register the www.ozaukeecounty.gov <<http://www.ozaukeecounty.gov>> with .Gov Domain Registration with an Official Authorization Letter.

Dated at Port Washington, Wisconsin, this 1st day of December 2021.

SUMMARY: Amendment to the Policy and Procedure Manual changing the name of the Ozaukee County web domain from co.ozaukee.wi.us to ozaukeecounty.gov

VOTE REQUIRED: Majority

FINANCE COMMITTEE

11/19/21

Finance Committee **APPROVED**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	D. Larson, Supervisor District 8
SECONDER:	T. Richart, Vice-Chairperson
AYES:	P. Melotik, T. Richart, D. Larson, J. Strom
EXCUSED:	T. Winker

Finance Committee
AGENDA INFORMATION SHEET

AGENDA DATE:	December 1, 2021
DEPARTMENT:	Administrator
DIRECTOR:	Jason Dzwinel
PREPARER:	Jason Dzwinel

Agenda Summary Amending Chapter 4.10 (2)(h) and (j) of the Ozaukee County Policy and Procedure Manual - Official County Website

BACKGROUND INFORMATION: The Wisconsin Election Commission recommends that all Wisconsin counties and municipalities establish an official email address through one of the government's regulated Domain Name Systems (DNS). These domains end in .gov and can only be obtained by U.S.-based government organizations. Using one of these domains reduces cyber security risks to both the jurisdiction and Wisconsin citizens. In 2022 the WEC will begin implementation of new policies to restrict official communications with unofficial email domains, particularly for WisVote users. All WisVote users will eventually be required to have a .gov domain for official email communications. There is not yet a set date for this change, however the WEC encourages all Wisconsin jurisdictions to act soon to acquire a .gov domain.

ANALYSIS: This amendment to the Policy and Procedure Manual will officially rename the Ozaukee County website from www.co.ozaukee.wi.us <<http://www.co.ozaukee.wi.us>> to www.ozaukeecounty.gov <<http://www.ozaukeecounty.gov>>

FISCAL IMPACT: N/A

RECOMMENDED MOTION: Staff respectfully requests that the committee approve the amendment to the Policy and Procedure Manual changing the name of the Ozaukee County web domain from co.ozaukee.wi.us to ozaukeecounty.gov

ATTACHMENTS:

- WEC .gov Trusted Internet Domain(PDF)
- DOTGOV_Domain_Fact-Sheet_508_ (PDF)



Wisconsin Elections Commission

212 East Washington Avenue | Third Floor | P.O. Box 7984 | Madison, WI 53707-7984
(608) 266-8005 | elections@wi.gov | elections.wi.gov

DATE: August 24, 2021

TO: Wisconsin Municipal Clerks
City of Milwaukee Election Commission
Wisconsin County Clerks
Milwaukee County Election Commission

FROM: Meagan Wolfe, Administrator

SUBJECT: Elections Security: Trusted Email Address Information

1. **Purpose.** This memorandum provides information how and why to obtain a trusted wi.gov or .gov email address. The Wisconsin Elections Commission and U.S. Cybersecurity and Infrastructure Security Agency have created an updated way for local governments to obtain either a wi.gov or .gov email address. This is a low-cost and simple way to enhance security for you and your valued residents.

2. **Recommendation.** WEC staff recommends that all Wisconsin counties and municipalities establish an official email address through one of the government's regulated Domain Name Systems (DNS). These domains end in **.gov** and can only be obtained by U.S.-based government organizations. Using one of these domains reduces cyber security risks to both the jurisdiction and Wisconsin citizens.

In 2022 the WEC will begin implementation of new policies to restrict official communications with unofficial email domains, particularly for WisVote users. **All WisVote users will eventually be required to have a .gov domain for official email communications.** There is not yet a set date for this change, however the WEC encourages all Wisconsin jurisdictions to act soon to acquire a .gov domain.

3. **Background.** We all use email in our official communications. Some municipalities currently allow their clerks to use personal email accounts for official communications or to create shared accounts through free email providers. While these techniques are simple and inexpensive, they are not risk free.

Free email providers have access to the contents of your messages and often have no restrictions on the use or sale of your personal data. Free providers also allow anyone to create an account and use any

Wisconsin Elections Commissioners

Ann S. Jacobs, chair | Marge Bostelmann | Julie M. Glancey | Dean Knudson | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe

Attachment: WEC .gov Trusted Internet Domain (RES.21-47 : Official County Website)

August 24, 2021

Page 2

name they choose. These shortcomings allow email providers to sell your data for targeted advertising and email spoofing.

Email spoofing is when an email address is created that looks similar to an official email address or can trick a user into believing it is an authentic email address. When attackers are able to spoof emails of government officials the public may be more likely to fall for scams and/or distrust official communications.

For example, it is impossible to tell which of the email addresses below is authentic:

Actual Email Address: clerkfrmtownsmith@gmail.com

Example #1 of Spoofed Email Address: clerkfromtownsmith@gmail.com

Example #2 of Spoofed Email Address: clerkfrmtownsmtih@gmail.com

Example #3 of Spoofed Email Address: officialtownofsmith@gmail.com

Even the use of a custom domain name, such as townofsmith.com, does not prevent spoofing. This is because **anyone** can obtain a .com or .us domain. Only the .gov domain is restricted by law to official U.S. government agencies.

For example, it is impossible to tell which one of these addresses below is authentic.

Actual Email Address: clerk@townofsmith.wi.us

Example #1 of Spoofed Email Address: clerk@townofsmith.com

Example #2 of Spoofed Email Address: clerk@smithwi.us

Example #3 of Spoofed Email Address: clerk@smithwi.com

Because of the risks described above, a growing number of government agencies will only conduct business through email with another .gov account. Anything else is simply too easy to spoof.

4. **How To.** Instructions how to obtain a .gov domain are attached to this communication as *Appendix A: How to Obtain a .gov Domain*. Additional information about .gov domains and election officials can be found here: <https://home.dotgov.gov/about/elections/>.

5. **Questions.** Please direct questions about this clerk communication to elections@wi.gov.

Encl:

Appendix A: How to Obtain a .gov Domain

Appendix B: Why .GOV?



Sign Up for a .gov Domain: Information for Election Officials



Increasing trusted information

State and local election offices are increasingly tasked with [countering false or misleading information](#) about an election on top of *administering* an election. One concrete response election officials can take to address this problem is to make it **easy to identify official election websites on the internet**, a task made simple by .gov.

.gov is a 'top-level domain', or TLD, similar to .com, .org, or .us. Individuals and enterprises use a TLD to register a domain name (often simply called a *domain*) for use in their online services, like a website or email. The Cybersecurity and Infrastructure Security Agency (CISA) [administers the .gov TLD](#) and makes it available *solely* to U.S.-based government organizations and publicly controlled entities. For election offices and all qualifying entities, it's available **at no cost**.

Using a .gov domain for your online services helps the public quickly identify your website as a trusted government source. This is different from other well-known TLDs, where anyone in the world can register for a fee. Malicious actors know this, and have [sought to impersonate](#) election organizations using non .gov domains.

Additionally, using .gov **increases your security**:

- [Multi-factor authentication](#) is enforced on all accounts in the .gov registrar, which may not be the case for other commercial registrars.
- .gov domains are '[preloaded](#)', which requires browsers to use only a secure HTTPS connection with your website. This helps protect your visitors' privacy and helps ensure the content you publish is exactly what's received.
- You can [add a security contact](#) for your domain, making it easier for the public to tell you about a potential security issue with your online services.

If you're from the government, we're here to help. Visit our registration page at <https://home.dotgov.gov/registration/> to begin.

WELL-KNOWN



TRUSTED



SECURE



Interested in a .gov domain? Visit [dotgov.gov](https://home.dotgov.gov/), email registrar@dotgov.gov, or contact your regional CISA staff

RESOLUTION NO. 21-48

WISCONSIN COUNTIES ASSOCIATION & NATIONAL ASSOCIATION OF COUNTIES
2022 MEMBERSHIP DUES

RESOLVED, by the Ozaukee County Board of Supervisors per Wis. Statutes §59.52(22), that the County Clerk be authorized to submit payment to the Wisconsin Counties Association (WCA) in the amount of \$11,312 and the National Association of Counties (NACo) in the amount of \$1,728.00 for the 2022 annual membership dues of Ozaukee County.

Dated at Port Washington, Wisconsin, this 1st day of December 2021.

SUMMARY: Membership dues to WCA and NACo.

VOTE REQUIRED: Two-Thirds Members Elect

FINANCE COMMITTEE

11/19/21 **Finance Committee APPROVED**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	T. Richart, Vice-Chairperson
SECONDER:	P. Melotik, Chairperson
AYES:	P. Melotik, T. Richart, D. Larson, J. Strom
EXCUSED:	T. Winker

RESOLUTION NO. 21-49

AUTHORIZING OZAUCKEE COUNTY TO ENTER INTO THE SETTLEMENT AGREEMENTS WITH MCKESSON CORPORATION, CARDINAL HEALTH, INC., AMERISOURCEBERGEN CORPORATION, JOHNSON & JOHNSON, JANSSEN PHARMACEUTICALS, INC., ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC., AND JANSSEN PHARMACEUTICA, INC., AGREE TO THE TERMS OF THE MOU ALLOCATING SETTLEMENT PROCEEDS, AND AUTHORIZE ENTRY INTO THE MOU WITH THE ATTORNEY GENERAL

WHEREAS, in Resolution No. 17-37, the County Board of Supervisors authorized the County to enter into an engagement agreement with von Briesen & Roper, s.c., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the “Law Firms”) to pursue litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the “Opioid Defendants”) in an effort to hold the Opioid Defendants financially responsible for the County’s expenditure of vast money and resources to combat the opioid epidemic; and

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

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

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

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

WHEREAS, the settlement discussions with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (the “Settling Defendants”) resulted in a tentative agreement as to settlement terms pending agreement from the County and other plaintiffs involved in the Litigation; and

WHEREAS, copies of the Distributors Settlement Agreement and Janssen Settlement Agreement (collectively “Settlement Agreements”) representing the terms of the tentative settlement agreements with the Settling Defendants have been provided with this Resolution; and

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

WHEREAS, the County is a Participating Subdivision in the Settlement Agreements and has the opportunity to participate in the benefits associated with the Settlement Agreement provided the County (a) approves the Settlement Agreements; (b) approves the Memorandum of Understanding allocating proceeds from the Settlement Agreements among the various

Wisconsin Participating Subdivisions, a copy of which is attached to this Resolution (the “Allocation MOU”); (c) approves the Memorandum of Understanding with the Wisconsin Attorney General regarding allocation of settlement proceeds, a copy of which is attached to this Resolution (the “AG MOU”); and (d) the Legislature’s Joint Committee on Finance approves the terms of the Settlement Agreements and the AG MOU; and

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

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

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

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

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

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

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

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

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

WHEREAS, the County, by this Resolution, shall establish the Opioid Abatement Account for the receipt of the proceeds of the Settlement Agreements consistent with the terms of this Resolution; and

WHEREAS, the County’s Opioid Abatement Account shall be separate from the County’s general fund, shall not be commingled with any other County funds, and shall be dedicated to funding opioid abatement measures as provided in the Settlement Agreements; and

WHEREAS, pursuant to the County’s engagement agreement with the Law Firms, the County shall pay up to an amount equal to 25% of the proceeds from successful resolution of all

or part of the Litigation, whether through settlement or otherwise, plus the Law Firms' costs and disbursements, to the Law Firms as compensation for the Law Firms' efforts in the Litigation and any settlement; and

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

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

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

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

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

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

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

1. The execution of the Distributors Settlement Agreement and any and all documents ancillary thereto and authorizes the Board Chair to execute same.
2. The execution of the Janssen Settlement Agreement and any and all documents ancillary thereto and authorizes the Board Chair to execute same.
3. The final negotiation and execution of the Allocation MOU in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the Board Chair to execute same upon finalization provided the percentage share identified as allocated to the County is substantially similar to that identified in the Allocation MOU provided to the Board with this Resolution.
4. The final negotiation and execution of the AG MOU in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the Board Chair to execute same.

5. The corporation counsel's negotiation and execution of the Escrow Agreement for the receipt and disbursement of the proceeds of the Settlement Agreements as referenced in the Allocation MOU.

BE IT FURTHER RESOLVED: the County hereby establishes an account separate and distinct from the County's general fund which shall be titled "Opioid Abatement Account." All proceeds from the Settlement Agreements not otherwise directed to the Attorney Fees Account established under the Escrow Agreement shall be deposited in the Opioid Abatement Account. The Opioid Abatement Account shall be administered consistent with the terms of this Resolution, Wis. Stat. § 165.12(4), and the Settlement Agreements.

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

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

Dated at Port Washington, Wisconsin, this 1st day of December 2021.

SUMMARY: Opioid settlement

VOTE REQUIRED: Majority

EXECUTIVE COMMITTEE

12/01/21

Executive Committee

Executive Committee
AGENDA INFORMATION SHEET

AGENDA DATE:	December 1, 2021
DEPARTMENT:	Administrator
DIRECTOR:	Jason Dzwinel
PREPARER:	Jason Dzwinel

Agenda Summary Authorizing Ozaukee County to Enter Into the Settlement Agreements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., Agree to the Terms of the MOU Allocating Settlement Proceeds, and Authorize Entry Into the MOU with the Attorney General

BACKGROUND INFORMATION: This resolution approves the settlement of the opioid settlement with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.

ANALYSIS: The authorization must be approved before January 2, 2022.

FISCAL IMPACT: The final award for Ozaukee County is yet to be determined, the proceeds from any settlement of all or part of the Litigation are distributed 70% to local governments in Wisconsin that are parties to the Litigation and 30% to the State.

RECOMMENDED MOTION: Approve

ATTACHMENTS:

- Talking Points - Proposed Distributor and J&J Settlement (PDF)
- Local Government Allocation Resolution (FINAL 11 29 21) (PDF)

Talking Points- National Proposed Settlements ***Big Three Distributors and J&J***

Nationwide settlements have been proposed 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 manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”).

These settlements will provide substantial funds to states and subdivisions for abatement of the opioid epidemic across the country and will impose transformative changes in the way the settling defendants conduct their business.

Basic Terms:

- Distributors will pay a maximum of \$21 billion over 18 years.
- J&J will pay a maximum of \$5 billion over no more than nine years.
- Of this potential \$26 Billion- approximately \$22.8 billion in settlement proceeds payable to state and local subdivisions.
- Of the funds going directly to participating states and subdivisions, at least 85% must be used for abatement of the opioid epidemic.
- The settlements allow for a broad range of approved uses by state and local governments to abate the opioid epidemic. A list of approved uses is found at Exhibit E of the Master Settlement Agreements.
- Agreements also provide for injunctive relief that requires important changes to the Distributors’ and J&J’s conduct to better protect our nation’s health and welfare.
 - Creation of a groundbreaking clearinghouse through which the Distributors 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.
 - J&J also has agreed to make the clinical trial data for its discontinued Opioids available for medical research.

How will the Settlement Be Approved?

- These are not class action “opt out” settlements. Counties and cities need to sign a Participation Agreement and agree to release their claims in order to receive the settlement proceeds.

- Settlements require that a critical mass of both state and local governments “opt in” **by January 2, 2022.**
- After January 2, 2022, both sides have options to walk away if not enough participation.
- Participation levels also affect how much money settling parties will receive- about half of the funds are in the form of “incentive payments” which grow with participation.
- Need nearly 100% participation in a given state to get 100% of the money.
- Participation is critical to maximize the dollars into our State.

Why Should a Local Government Sign On?

- This proposal is a product of years of litigation and years of settlement negotiations.
- Negotiators have put forward this deal because they believe it is the best deal to be had.
- Money is critical to the epidemic now.
- Litigation has real risk.
- Further insolvencies are a real risk.

What Will Happen if my County Does Not Participate?

Federal Court managing all cases has ordered that any non-participating entities will be in immediate active litigation with deadlines to do the following in 90 days (Doc. # 3795):

1. Disclose nature and amount of damages
2. Disclose computation of monetary relief sought.
3. Produce documentation of past expenditures.
4. Produce documentation of intended future expenditures-what they are and who will spend- how they will address harms.
5. Identify and quantify all Defendant Suspicious Order and disclose methodology.
6. Produce all of your documents.
7. Disclose experts.
8. Disclose updated fact sheets

*Essentially the Court will make all those not signing on do the work of their entire case in 3 months. Court is trying to incentivize total participation.

When is the Deadline for Participating?

January 2, 2022.

What are the Steps Necessary to Participate?

1. Register to Vote- you are registered (insert who the rep is).
2. Your designated representative received two Participation Agreements (the documents to agree to the Settlements (One Distributors and one J&J)
3. Present the Settlements and accompanying MOUs to Board before Jan. 2
4. Board Vote.
5. Resolution Authorizing Representative to Sign the Participation Agreements to the Master Settlement Agreements and Execute the accompanying MOUs.
6. Representative Signs Participation Agreements and MOUs before January 2.

When Will \$ Begin to Flow?

- The Distributors made an initial deposit of funds into escrow by the end of September 2021 and will make additional deposits in early Summer of 2022.
- Funds can begin to flow to states and local governments as early as April 2022, depending on when a settling State meets certain requirements.
- The J&J agreement also offers opportunities for significant acceleration of payments if states and subdivisions meet specified participation levels.
- There may be opportunities to monetize your settlement and accelerate payments that way.

WISCONSIN LOCAL GOVERNMENT MEMORANDUM OF UNDERSTANDING

WHEREAS, the people of the State of Wisconsin (“State”) and its communities 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, including but not limited to those persons or entities identified as Defendants in the matter captioned *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, are separately engaged in 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 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 McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (“Settling Defendants”) resulted in a tentative agreement as to settlement terms (“Settlement Agreements”) pending agreement from the State of Wisconsin, the Local Governments and other plaintiffs involved in the Litigation;

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

WHEREAS, while the Local Governments recognize that the sums which may be available from the aforementioned litigation 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; and

WHEREAS, the Local Governments intend this Local Government Memorandum of Understanding (“MOU”) to effectuate the terms of the Settlement Agreements and allocate the proceeds of the Settlement Agreements to each of the Local Governments in percentages substantially similar to those identified on the attached Exhibit A.

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

1. The Local Governments shall in good faith cooperate and negotiate with the State to identify an appropriate escrow agent (“Escrow Agent”) and, thereafter, prepare an Escrow Agreement relating to the receipt and distribution of the proceeds payable to the State and the Local Governments under the Settlement Agreements (“Opioid

Funds”) consistent with the terms of the MOU between the State and the Local Governments and otherwise consistent with this MOU. The Escrow Agreement shall govern the Escrow Agent’s receipt and distribution of all Opioid Funds.

2. The Escrow Agreement shall authorize the escrow agent to establish an account separate and distinct from any account containing funds allocated or allocable to a Local Government which shall be referred to herein as the “Attorney Fees Account.” Pursuant to Wis. Stat. § 165.12(6) a sum up to but in no event exceeding an amount equal to 20% of the total proceeds from the Settlement Agreements attributable to Local Governments shall be deposited into the Attorney Fees Account. If the payments from a single year are not enough to fully fund the Attorney Fees Account as provided herein because such payments are made over time, the Attorney Fees Account shall be funded by placing up to, but in no event exceeding, an amount equal to 20% of each payment. A minimum of 80% of the Settlement proceeds attributable to Local Governments shall be paid to each Local Government’s segregated Opioid Abatement Account, which may be expended only for approved uses for opioid abatement as provided in the Settlement Agreements and supporting Memorandums of Understanding. Funds in the Attorney Fees Account shall be utilized to pay the fees, costs, and disbursements of counsel to a Local Government. The Attorney Fees Account shall be further split and attributed among the Local Governments according to the allocation percentages set forth on Exhibit A and counsel shall make application, and receive payment, only on the allocations within the Attorney Fees Account attributable to its clients. The parties shall cooperate in the appointment of a Special Master in the event of any disputes. Any amounts paid counsel from the national fee fund established in the Settlement Agreements and allocable to the Local Government will be deducted from the Attorneys’ Fees Account so that no counsel to the Local Government may recover more than their fee contract with the Local Government. Any excess amounts remaining in the Attorney Fee Fund after funds have been allocated and paid to counsel shall revert back to the Local Governments and the escrow agent shall allocate such sums to Local Governments based on the allocation set forth on Exhibit A, which assigns each Local Government a percentage share. Counsel may make application for payment from the Attorney Fees Account at any time and the Local Governments shall cooperate with counsel in executing any documents necessary for the escrow agent to make payments out of the Attorney Fees Account.
3. Opioid Funds shall not be considered funds of the Local Government unless and until such time as an allocation is made to the Local Government following funding of the Attorney Fees Account as provided in Paragraphs 2 above.
4. The Escrow Agreement shall allocate Opioid Funds as follows: (i) 30% to the State of Wisconsin (“State Share”); (ii) 56% to Local Governments (“LG Share”); and (iii) 14% to the Attorney Fees Account.
5. The LG Share shall be paid to each Local Government by the Escrow Agent based on the allocation created and agreed to by the Local Governments and attached hereto as Exhibit A, which assigns each Local Government a percentage share of the LG Share.

6. 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.
7. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.

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

ON BEHALF OF THE LOCAL GOVERNMENTS:

 Adams County
 Printed: _____ Date: _____

 Ashland County
 Printed: _____ Date: _____

 Barron County
 Printed: _____ Date: _____

 Bayfield County
 Printed: _____ Date: _____

 Brown County
 Printed: _____ Date: _____

 Buffalo County
 Printed: _____ Date: _____

Attachment: Local Government Allocation Resolution (FINAL 11 29 21) (RES.21-49 : Opioid Settlement)

Burnett County

Printed: _____

Date: _____

Calumet County

Printed: _____

Date: _____

Chippewa County

Printed: _____

Date: _____

Clark County

Printed: _____

Date: _____

Columbia County

Printed: _____

Date: _____

Crawford County

Printed: _____

Date: _____

Dane County

Printed: _____

Date: _____

Dodge County

Printed: _____

Date: _____

Door County

Printed: _____

Date: _____

Douglas County

Printed: _____

Date: _____

Superior, City of

Printed: _____

Date: _____

Dunn County

Printed: _____

Date: _____

Eau Claire County

Printed: _____

Date: _____

Florence County

Printed: _____

Date: _____

Fond Du Lac County

Printed: _____

Date: _____

Forest County

Printed: _____

Date: _____

Attachment: Local Government Allocation Resolution (FINAL 11 29 21) (RES.21-49 : Opioid Settlement)

Grant County

Printed: _____

Date: _____

Green County

Printed: _____

Date: _____

Green Lake County

Printed: _____

Date: _____

Iowa County

Printed: _____

Date: _____

Iron County

Printed: _____

Date: _____

Jackson County

Printed: _____

Date: _____

Jefferson County

Printed: _____

Date: _____

Juneau County

Printed: _____

Date: _____

Kenosha County

Printed: _____

Date: _____

Kenosha, City of

Printed: _____

Date: _____

Pleasant Prairie, City of

Printed: _____

Date: _____

Kewaunee County

Printed: _____

Date: _____

La Crosse County

Printed: _____

Date: _____

Lafayette County

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Date: _____

Langlade County

Printed: _____

Date: _____

Lincoln County

Printed: _____

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Manitowoc County

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Date: _____

Marathon County

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Marinette County

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Marinette, City of

Printed: _____

Date: _____

Marquette County

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Date: _____

Menominee County

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Date: _____

Milwaukee County

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Date: _____

Cudahy, City of

Printed: _____

Date: _____

Franklin, City of

Printed: _____

Date: _____

Greenfield, City of

Printed: _____

Date: _____

Milwaukee, City of

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Date: _____

Oak Creek, City of

Printed: _____

Date: _____

South Milwaukee, City of

Printed: _____

Date: _____

Wauwatosa, City of

Printed: _____

Date: _____

West Allis, City of

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Date: _____

Monroe County

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Date: _____

Oconto County

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Date: _____

Oneida County

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Date: _____

Outagamie County

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Date: _____

Ozaukee County

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Date: _____

Pepin County

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Date: _____

Pierce County

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Polk County

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Portage County

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Price County

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Racine County

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Date: _____

Mount Pleasant, City of

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Sturtevant, City of

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Date: _____

Union Grove, City of

Printed: _____

Date: _____

Yorkville Town

Printed: _____

Date: _____

Richland County

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Rock County

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Rusk County

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Date: _____

Sauk County

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Sawyer County

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Shawano County

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Sheboygan County

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St. Croix County

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Taylor County

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Trempealeau County

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Vernon County

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Date: _____

Vilas County

Printed: _____

Date: _____

Walworth County

Printed: _____

Date: _____

Washburn County

Printed: _____

Date: _____

Washington County

Printed: _____

Date: _____

Waukesha County

Printed: _____

Date: _____

Waupaca County

Printed: _____

Date: _____

Attachment: Local Government Allocation Resolution (FINAL 11 29 21) (RES.21-49 : Opioid Settlement)

Waushara County

Printed: _____

Date: _____

Winnebago County

Printed: _____

Date: _____

Wood County

Printed: _____

Date: _____

EXHIBIT A

Allocation of Proceeds Among the Local Governments

The following chart is agreed upon by and between the Local Governments identified below as representing the allocation of proceeds from the Settlement Agreements following (a) allocation to the Local Governments; and (b) allocation to the Attorney Fee Fund. The Local Governments shall cooperate with one another and the State in the negotiation and execution of an Escrow Agreement to effectuate the terms of the State-Local Government MOU, the Local Government MOU and the allocation set forth below. **The dollar figures below are estimates based upon full participation and qualification under the Settlement Agreements. The figures will be calculated consistent with the Settlement Agreements.**

Estimated Full Participation Total Cash Value to Wisconsin (Big 3 + J&J)	\$ 402,168,925.80
Local Government Percentage	70%
Estimated Amount to Local Government	\$ 281,518,248.06

Local Government Type	Wisconsin Litigating Local Government	Allocation Percentage	Estimated Amount to Litigating LG
County	Adams County	0.327%	\$ 920,857.75
County	Ashland County	0.225%	\$ 632,683.94
County	Barron County	0.478%	\$ 1,344,657.56
County	Bayfield County	0.124%	\$ 348,803.41
County	Brown County	2.900%	\$ 8,164,847.97
County	Buffalo County	0.126%	\$ 354,625.52
County	Burnett County	0.224%	\$ 629,898.53
County	Calumet County	0.386%	\$ 1,085,573.38
County	Chippewa County	0.696%	\$ 1,960,377.77
County	Clark County	0.261%	\$ 735,869.43
County	Columbia County	1.076%	\$ 3,027,919.34
County	Crawford County	0.195%	\$ 549,582.65
County	Dane County	8.248%	\$ 23,220,547.57
County	Dodge County	1.302%	\$ 3,665,587.68
County	Door County	0.282%	\$ 794,488.51
County	Douglas County	0.554%	\$ 1,559,112.49
City	Superior	0.089%	\$ 250,362.65
County	Dunn County	0.442%	\$ 1,245,283.66
County	Eau Claire County	1.177%	\$ 3,314,731.87

Exhibit A – Local Government MOU

County	Florence County	0.053%	\$ 149,825.25
County	Fond Du Lac County	1.196%	\$ 3,367,738.26
County	Forest County	0.127%	\$ 356,238.12
County	Grant County	0.498%	\$ 1,400,826.32
County	Green County	0.466%	\$ 1,313,012.89
County	Green Lake County	0.280%	\$ 788,436.02
County	Iowa County	0.279%	\$ 784,771.02
County	Iron County	0.061%	\$ 172,904.29
County	Jackson County	0.236%	\$ 663,323.35
County	Jefferson County	1.051%	\$ 2,959,875.98
County	Juneau County	0.438%	\$ 1,232,571.35
County	Kenosha County	3.712%	\$ 10,448,562.62
City	Kenosha	0.484%	\$ 1,362,915.84
City	Pleasant Prairie	0.059%	\$ 166,668.88
County	Kewaunee County	0.156%	\$ 439,004.32
County	La Crosse County	1.649%	\$ 4,641,001.59
County	Lafayette County	0.134%	\$ 378,207.19
County	Langlade County	0.312%	\$ 879,642.19
County	Lincoln County	0.350%	\$ 984,084.26
County	Manitowoc County	1.403%	\$ 3,948,777.09
County	Marathon County	1.259%	\$ 3,543,763.04
County	Marinette County	0.503%	\$ 1,416,659.12
City	Marinette	0.032%	\$ 90,081.84
County	Marquette County	0.246%	\$ 693,899.93
County	Menominee County	0.080%	\$ 224,716.94
County	Milwaukee County	25.220%	\$ 71,000,000.00
City	Cudahy	0.087%	\$ 243,615.24
City	Franklin	0.155%	\$ 434,997.99
City	Greenfield	0.163%	\$ 458,534.05
City	Milwaukee	7.815%	\$ 22,000,000.00
City	Oak Creek	0.166%	\$ 466,459.26
City	South Milwaukee	0.096%	\$ 269,776.41
City	Wauwatosa	0.309%	\$ 870,694.67
City	West Allis	0.378%	\$ 1,064,393.09
County	Monroe County	0.655%	\$ 1,844,626.56
County	Oconto County	0.336%	\$ 945,758.82
County	Oneida County	0.526%	\$ 1,481,854.26
County	Outagamie County	1.836%	\$ 5,168,112.55
County	Ozaukee County	1.036%	\$ 2,915,812.19

Exhibit A – Local Government MOU

County	Pepin County	0.055%	\$ 155,731.14
County	Pierce County	0.387%	\$ 1,090,097.04
County	Portage County	0.729%	\$ 2,051,646.77
County	Price County	0.149%	\$ 418,982.95
County	Racine County	3.208%	\$ 9,032,259.53
City	Mount Pleasant	0.117%	\$ 328,726.36
City	Sturtevant	0.018%	\$ 51,024.75
City	Union Grove	0.007%	\$ 20,391.93
City	Yorkville Town	0.002%	\$ 5,789.19
County	Richland County	0.218%	\$ 613,039.53
County	Rock County	2.947%	\$ 8,296,997.44
County	Rusk County	0.159%	\$ 446,480.93
County	Sauk County	1.226%	\$ 3,452,494.04
County	Sawyer County	0.258%	\$ 726,277.60
County	Shawano County	0.418%	\$ 1,177,533.50
County	Sheboygan County	1.410%	\$ 3,968,065.47
County	St Croix County	0.829%	\$ 2,334,940.90
County	Taylor County	0.159%	\$ 446,606.58
County	Trempealeau County	0.320%	\$ 900,061.49
County	Vernon County	0.322%	\$ 907,265.83
County	Vilas County	0.468%	\$ 1,317,892.57
County	Walworth County	1.573%	\$ 4,428,578.12
County	Washburn County	0.185%	\$ 520,869.98
County	Washington County	1.991%	\$ 5,606,362.93
County	Waukesha County	6.035%	\$ 16,990,548.02
County	Waupaca County	0.606%	\$ 1,706,110.45
County	Waushara County	0.231%	\$ 649,836.14
County	Winnebago County	2.176%	\$ 6,126,478.97
County	Wood County	0.842%	\$ 2,369,203.43

Exhibit A – Local Government MOU

Ozaukee County Board

AGENDA INFORMATION SHEET

AGENDA DATE: December 1, 2021
DEPARTMENT: Administrator
DIRECTOR: Jason Dzwinel
PREPARER: Julie Winkelhorst

Agenda Summary December 2021 Appointments/Reappointments

AGING & DISABILITY RESOURCE CENTER BOARD

Reappoint Karl Hertz with a term to expire September 30, 2024

VETERANS SERVICE COMMISSION

Reappoint Joseph Schneider with a term to expire December 31, 2024