



AGENDA
EXECUTIVE COMMITTEE
REGULAR MEETING
MONDAY, JULY 1, 2024 – 3:00 PM
ADMINISTRATION CENTER - ROOM A-200
121 W. MAIN STREET, PORT WASHINGTON, WI 53074

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:

[Executive Committee Live Stream](#)

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

- 1. CALL TO ORDER**
- 2. PROPER NOTICE**
- 3. PUBLIC COMMENTS, CORRESPONDENCE, COMMUNICATIONS**
- 4. APPROVAL OF MINUTES**
 - a. June 3, 2024
- 5. ACTION ITEMS**
 - a. RES.24-10: Authorizing Ozaukee County to Enter into the Settlement Agreements with Kroger, Agree to the Terms of the Addendum to the MOU Allocating Settlement Proceeds, and Authorize Entry onto the MOU with the Attorney General
 - b. RES.24-12: Amending Ozaukee County Policy and Procedure Manual relating to Term Limits for Standing Committees
 - c. Review Fairgrounds Marketing and Marketing Agreement
- 6. DISCUSSION ITEMS**
 - a. Schedule of County Board Meetings
- 7. COUNTY ADMINISTRATOR'S REPORT**
 - a. County Administrator's Report - July 2024
 - b. 2024-2026 Committee Goals and Objectives
 - c. Update of County Strategic Plan
 - d. Lasata CBRF Update
 - e. Enterprise Resource Planning Software Update
- 8. COMMITTEE REPORTS**
- 9. NEXT MEETING DATE**

August 5, 2024
- 10. ADJOURNMENT**

A quorum of members of committees or the full County Board of Ozaukee County may be in attendance at this meeting for purposes related to committee or board duties, however, no formal action will be taken by these committees or the board at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the County Clerk's Office at 262-284-8110, twenty-four (24) hours in advance of the meeting.

Executive Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	July 1, 2024
DEPARTMENT:	County Clerk
DIRECTOR:	Karen Niemuth
PREPARER:	Karen Niemuth

Agenda Summary June 3, 2024

[<https://www.ozaukeecounty.gov/AgendaCenter/ViewFile/Minutes/ 06032024-3412>](https://www.ozaukeecounty.gov/AgendaCenter/ViewFile/Minutes/06032024-3412)

EXECUTIVE COMMITTEE

RESOLUTION NO. 24-10

AUTHORIZING OZAUKEE COUNTY TO ENTER INTO THE SETTLEMENT
AGREEMENTS WITH KROGER, AGREE TO THE TERMS OF THE ADDENDUM TO THE
MOU ALLOCATING SETTLEMENT PROCEEDS, AND AUTHORIZE ENTRY ONTO THE
MOU WITH THE ATTORNEY GENERAL

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

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

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

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

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

WHEREAS, the settlement discussions with Kroger. (the “Settling Defendant”) resulted in a tentative agreement as to settlement terms pending agreement from the County and other plaintiffs involved in the Litigation;

WHEREAS, a copy of the settlement agreement relating to the Settling Defendant (“Settlement Agreement”) representing the terms of the tentative settlement agreement with the Settling Defendant has been provided with this Resolution;

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

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

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

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

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

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

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

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

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

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

WHEREAS, the proposed Addendum to the MOU ("Addendum") provided with this Resolution provides for allocation of settlement proceeds among the Wisconsin Participating Subdivisions according to the same percentages as that provided in the previously-approved MOU allocating the settlement proceeds of the settlements involving McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., Janssen Pharmaceuticals, Inc. Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, Inc.;

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

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

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

disbursements, to the Law Firms as compensation for the Law Firms' efforts in the Litigation and any settlement;

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

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED: the County hereby authorizes the establishment of an account separate and distinct from any account containing funds allocated or allocable to the County which shall be referred to by the County as the “Attorney Fees Account.” An escrow agent shall deposit a sum equal to up to, but in no event exceeding, an amount equal to 20% of the County’s proceeds from the Settlement Agreement 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 Agreement 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 Agreement 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 3rd day of July 2024.

SUMMARY: Authorizing Ozaukee County to Enter Into the Settlement Agreement with Kroger, Agree to the Terms of the Addendum to the MOU Allocating Settlement Proceeds, and Authorize Entry Into the MOU with the Attorney General

VOTE REQUIRED: Majority

EXECUTIVE COMMITTEE

Executive Committee
AGENDA INFORMATION SHEET

AGENDA DATE:	July 1, 2024
DEPARTMENT:	Administrator
DIRECTOR:	Jason Dzwinel
PREPARER:	Jason Dzwinel

Agenda Summary Authorizing Ozaukee County to Enter into the Settlement Agreements with Kroger, Agree to the Terms of the Addendum to the MOU Allocating Settlement Proceeds, and Authorize Entry onto the MOU with the Attorney General

BACKGROUND INFORMATION: This resolution approves the settlement of the opioid settlement with Kroger

ANALYSIS: The authorization must be approved before August 12, 2024.

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

RESOLUTION NO. 24-12

AMENDING OZAUKEE COUNTY POLICY AND PROCEDURE MANUAL RELATING TO
TERM LIMITS FOR STANDING COMMITTEES

BE IT RESOLVED, by the Ozaukee County Board of Supervisors that Section 2.03(7) of the Ozaukee County Policy and Procedure Manual relating to Term Limits for Standing Committees be amended to read;

2.03 STANDING COMMITTEES OF THE COUNTY BOARD

(7) Term Limits

~~(a) Supervisor Term Limits on Standing Committees~~

~~1. No County Board Supervisor shall serve more than four (4) consecutive terms on a Standing Committee.~~

~~2. Only full two-year terms shall be counted for the purposes of calculating term limits.~~

~~3. The calculation of Standing Committee term limits shall be calculated retroactively to the creation of the current committees per the County Board Reorganization implemented on April 6, 2005.~~

~~(b)~~ (a) Term Limits on Standing Committee Chairpersons

1. No County Board Supervisor shall serve more than ~~three (3)~~ five (5) consecutive terms as the Chairperson of a Standing Committee.

2. Only full two-year terms shall be counted for the purposes of calculating term limits.

3. This policy shall not apply to the County Board Chairperson, the County Board Vice-Chairperson or the County Board Second Vice-Chairperson.

Dated at Port Washington, Wisconsin, this 3rd day of July 2024.

SUMMARY: Amending Ozaukee County Policy and Procedure Manual relating to Term Limits for Standing Committees.

VOTE REQUIRED: Majority

EXECUTIVE COMMITTEE

Executive Committee
AGENDA INFORMATION SHEET

AGENDA DATE:	July 1, 2024
DEPARTMENT:	Administrator
DIRECTOR:	Jason Dzwinel
PREPARER:	Jason Dzwinel

Agenda Summary Amending Ozaukee County Policy and Procedure Manual relating to Term Limits for Standing Committees

BACKGROUND INFORMATION: In 2011 the County Board established term limits for Standing Committee appointments and for the Chairpersons of the Standing Committees. The committee would like to discuss the policy and the impact it has on continuity when long serving members are removed from committees under the policy. Balancing the value of creating turnover in committee membership with the loss of continuity.

ANALYSIS: Since the policy was adopted 3 members have been term limited off a Standing Committee. No Committee Chairs have been required to leave the post under the policy.

The turnover average for each committee is as follows, based on the percentage of new members on each standing committee for the two year terms since 2012.

Finance Committee - 52% new members

Health and Human Services Committee - 45.7% new members

Natural Resources Committee - 50% new members

Public Safety Committee - 60% new members

Public Works Committee - 57.1% new members

FISCAL IMPACT: None

RECOMMENDED MOTION: Approve policy as amended

Executive Committee

AGENDA INFORMATION SHEET

AGENDA DATE: July 1, 2024
DEPARTMENT: Administrator
DIRECTOR: Jason Dzwinel
PREPARER: Jason Dzwinel

Agenda Summary Review Fairgrounds Marketing and Marketing Agreement

BACKGROUND INFORMATION: This item is twofold. One, to provide the Executive Committee with an update on the marketing activities at the County Fairgrounds. Two, to request that the committee approve an amendment to the Contract for Professional Services that will allow the County Administrator to adjust the annual payments under the agreement in an amount equivalent to the cost of living and pay step increases for county employees based on previous year's performance.

ANALYSIS: In 2023 the Fairgrounds Rental Revenues surpassed the Pre-COVID levels of 2019.

	2018	2019	2020	2021	2022	2023
Fairground Rental Revenue	\$74,542	\$84,240	\$23,381	\$46,951	\$78,585	\$91,508

The Contract for Professional Services for the Economic Development and Tourism Agent establishes a rate of \$2,500 per month for services. It does not include any language to allow for an increase in the compensation rate. An amendment to the Contract for Professional Services for the Economic Development and Tourism Agent that would provide a performance based increase limited to the cost of living increase plus 2.5 percent (the average annual pay step increase for county employees), is recommended.

The County Administrator proposes the following amendment to Section 3 Compensation of the agreement:

- d. The Economic Development and Tourism Agent shall be eligible for an annual increase in compensation based on performance.
 - i. The annual increase shall be determined and approved by the County Administrator.
 - ii. The annual increase shall not exceed the annual cost of living increase approved by the Ozaukee County Board of Supervisors for regular county employees in the current year budget, plus 2.5 percent.
 - iii. If an increase is approved it shall consider the amount of Fairground Rental Revenue in the previous year when the county closes the fiscal year. On or about March 1 of the subsequent fiscal year.
 - iv. The increase shall be paid retroactively to January 1 of the subsequent fiscal year.

FISCAL IMPACT: ~\$140 per month funded by fairgrounds rental revenues

RECOMMENDED MOTION: The County Administrator respectfully requests that the Executive Committee authorizes an amendment to Section 3 Compensation for the Contract for Professional Services for the Economic Development and Tourism Agent at the County Fairgrounds providing for an annual increase in compensation not to exceed the cost of living increase for county employees, plus 2.5 percent.

ATTACHMENTS:

- SALES MARKETING AGREEMENT_2022_ (PDF)

EXECUTIVE COMMITTEE

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is entered into by and between Ozaukee County, ("COUNTY") and NAME ("Economic Development and Tourism Agent").

Ozaukee County wishes to implement an economic development program ("Program"), the purpose of which will be to promote economic development and tourism in Ozaukee County, increase employment opportunities in Ozaukee County and supplement the tax base with additional revenue to Ozaukee County for the purpose of maintaining and improving the County's public facilities. The Program shall raise the County's visibility and increase awareness of its resources to target audiences, clients and prospective clients, as well as the County partners and its employees by the following:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. Description of Services: The work to be performed by the Contractor includes services performed by Contractor in Contractor's usual line of business, which shall include but is not limited to the following:
 - a. Serving as marketing and rental agent for the excess capacity at the County fairgrounds' for group events, business and social groups;
 - b. Lead generation and all other marketing-related tasks, including management of website content and social media, promotional and technical materials, case studies, newsletters, direct emails, and RFP's;
 - c. Acts as liaison between County, fairgrounds and general;
 - d. Develop and/or amend semiannually the overall marketing and economic development plan for the County Fairgrounds objectives;
 - e. Administering and reporting on County sales and marketing functions including:
 - i. Presenting and reporting on economic development concepts, opportunities and activities to County Administrator and County Board;
 - ii. Coordinating correspondence, documents, presentations and other visual materials for target audiences, providing logistical support to clients and prospective clients;
 - iii. Collecting data and preparing fiscal reports regarding impacts on tourism, creation of employment opportunities and increase in County revenues;
 - iv. Soliciting, distributing, and preparing requests for proposals; does follow-up work as necessary;
2. Independent Contractor: The parties intend that an independent contractor-employee relationship will be created by this contract. The County is only interested in the results to be achieved and the conduct and control of the work will lie solely with the Contractor. The Economic Development and Tourism Agent shall be considered an Independent Contractor under s. 102.07(8), Wis. Stats., and shall not be eligible for any County benefits afforded County employees. Contractor is free to contract, with other parties, for similar services to be performed, for non-County entities, while under contract with the County.
3. Compensation:

- a. Economic Development and Tourism Agent shall provide County with a monthly bill indicating dates, times and descriptions of services provided.
 - b. County shall pay the Economic Development and Tourism Agent \$2,500.00 per month for services on the County's regular accounts payable schedule.
 - c. The Parties acknowledge and agree that compensation described above reflects the reasonable and fair market value of the goods and services to be provided to County under the Program, without regard to the value or volume of rentals that may be attributable to the Program.
4. Term and Termination:
 - a. The term of this Agreement shall be one (1) year commencing on its Effective Date;
 - b. Thereafter, this Agreement shall automatically renew for successive one-year terms beginning on the Anniversary of the Effective Date; unless earlier terminated in accordance as defined below;
 - c. Either party may terminate this Agreement at any time, with or without cause, by providing thirty (30) days written notice;
 - d. Ozaukee County may terminate this agreement for non-performance at any time.
5. Notice: Any notice required to be given hereunder shall be deemed to have been properly given if delivered personally, sent electronically, or by certified mail.
6. Amendment: The terms and conditions of this Agreement may not be modified or amended other than by a writing signed by both Parties.
7. Entire Agreement and Binding Effect: This agreement constitutes the entire agreement between County and Sales and Marketing Agent; no prior written or prior contemporaneous oral promises or representations shall be binding.
8. Severability: Each paragraph of this agreement shall be and remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise indicated by the context of the agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this agreement.
9. Interpretation: The parties acknowledge that this Agreement shall not be construed against either party on grounds of sole authorship. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed upon in writing and signed by Sales and Marketing Agent and by the County.
10. Governing Law: This Agreement shall be subject to and construed under the laws of the State of Wisconsin, without reference to conflicts of law provisions thereof.

Executive Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	July 1, 2024
DEPARTMENT:	Administrator
DIRECTOR:	Jason Dzwinel
PREPARER:	Jason Dzwinel

Agenda Summary County Administrator's Report - July 2024

2024-2026 Committee Goals and Objectives

Update of County Strategic Plan

Lasata CBRF Update

Enterprise Resource Planning Software Update

EXECUTIVE COMMITTEE