

AGENDA
Notice of Regular Meeting
Sauk County Board of Supervisors
Tuesday, December 21, 2021 – 6:00 p.m.
County Board Meeting Room 326, 3rd Floor
West Square Building, Baraboo, WI 53913

Any person who has a qualifying disability that requires the meeting or materials at the meetings to be in an accessible location or format should contact the Sauk County Clerk's Office at 608-355-3286, between the hours of 8:00 AM and 4:30 PM, Monday through Friday, exclusive of legal holidays, at least 48 hours in advance of the meeting so that reasonable arrangements can be made to accommodate each request.

1. CALL TO ORDER AND CERTIFY COMPLIANCE WITH OPEN MEETING LAW

2. ROLL CALL

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. ADOPT AGENDA

5. ADOPT MINUTES OF PREVIOUS MEETING

6. GENERAL CONSENT AGENDA ITEMS

7. SCHEDULED APPEARANCES

- i. Sauk County Home and Community Educators (HCE) - Donna Ochnser.

8. PUBLIC COMMENT

- i. Registration form located on the table in gallery of County Board Room 326 – turn in to the County Board Vice Chair. During Public Comment, any person who is not a member of the body may comment on a specific item or issue that is on the agenda or any other matter the Board is empowered to consider.

9. COMMUNICATIONS *(All communications are attached to Granicus)*

- i. 12/02/2021 Letter from State of Wisconsin/DNR, re: grant from the Knowles-Nelson Stewardship Program.
- ii. Volunteer request flyer from Aging & Disability Resource Center.

10. APPOINTMENTS

- i. Families Come First/Comprehensive Community Services Coordinating Committee:
Julie Eckert, Re-Appointment, Citizen Member
Ryan Catterson, Re-Appointment, Citizen Member
2- year term- 01/19/2022- 01/18/2024
- ii. Health Care Center Board of Trustees:
Dr. Thomas Flygt, Re-Appointment, Citizen Member
1-year term – 01/01/2022 – 12/31/2022

iii. Sauk County Library Board:
Carolyn Kotschi-Aslaksen, Re-Appointment, Citizen Member
Terrence Slack, Re-Appointment, Citizen Member
2- year term – 01/01/2022- 12/31/2024

iv. Veterans Service Commission:
Douglas J. Morrison, Re-Appointment, Citizen Member
2- year term – 12/22/2021 – 12/21/2023

Carl Oppert, Re-Appointment, Citizen Member
2- year term – 01/19/2022 – 01/18/2024

v. Possible appointment of Nursing Home Administrator.

11. BILLS

12. CLAIMS

13. ELECTIONS

14. PROCLAMATIONS

15. REPORTS – INFORMATIONAL, NO ACTION REQUIRED

- a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): None.
- b. Brent Miller
 - i. Administrator’s report.
- c. Tim McCumber, County Board Chair
 - i. Board Chair Update.
 - ii. February Board gathering.

16. UNFINISHED BUSINESS

17. NEW BUSINESS

- a. **BOARD OF HEALTH, PERSONNEL & INSURANCE COMMITTEE, AND FINANCE COMMITTEE:**
 - i. Resolution 96 -2021 Resolution To Authorize The Creation Of One-Full-Time Health Educator Position And To Amend The 2022 Budget. (Pages 4-5)
- b. **EXECUTIVE & LEGISLATIVE COMMITTEE:**
 - i. Ordinance 12-2021 Ordinance Amendment To Correct Section 1.01 To Show 2020 Census Data And Ward Size. (Pages 6-7)
 - ii. Resolution 97-2021 Resolution Authorizing Sauk County To Enter Into The Settlement Agreement 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. (Pages 8-46)
 - iii. Resolution 98-2021 Resolution Petitioning The Secretary Of Transportation For Airport Improvement Aid. (Pages 47-49)
- c. **FINANCE COMMITTEE:**
 - i. Resolution 99-2021 Resolution Authorizing A Contractual Agreement With Baker Tilly, US LLP For Professional Auditing Services. (Pages 50-51)

d. **LAND RESOURCES AND ENVIRONMENT COMMITTEE:**

- i. **Ordinance 13-2021** An Ordinance Approving A Map Amendment (Rezoning) Of Lands In The Town Of Dellona From An Agriculture To A Commercial District Filed Upon Vern Mittlestaedt, Applicant, Mary Meister Property Owner. (Pages 52)
- ii. **Resolution 100-2021** Authorizing The Director Of Land Resources And Environment To Submit Multi-Discharge Variance Application To The Wisconsin Department Of Natural Resources. (Page 53)

e. **PERSONNEL AND INSURANCE COMMITTEE:**

- i. **Resolution 101-2021** Resolution To Approve The Liability, Property And Workers Compensation Coverage, Insurance, carrier, And Premiums For Sauk County. (Pages 54-56)

18. REFERRALS

19. NEW AGENDA ITEMS (NO DISCUSSION). SUBMIT IN WRITING OR BY E-MAIL NEW BUSINESS ITEMS TO THE COUNTY ADMINISTRATOR AS SOON AS POSSIBLE FOR RULE III.A. REFERRAL.

20. ADJOURNMENT

Respectfully,



Tim McCumber
County Board Chair

County Board Members, County staff & the public – Provide the County Clerk a copy of:

1. Informational handouts distributed to Board Members
2. Original letters and communications presented to the Board.

www.co.sauk.wi.us

Agenda mail date via United States Postal Service: December 16, 2021.

Agenda Preparation: Tim McCumber, County Board Chair, jointly with the County Clerk and the County Administrator.

s:/admin/Co Bd Agendas/2021/ctybdagendaDECEMBER2021

RESOLUTION # 96-2021

Resolution to AUTHORIZE THE CREATION OF ONE FULL-TIME HEALTH EDUCATOR POSITION AND TO AMEND THE 2022 BUDGET

Resolution offered by the Board of Health, Finance Committee, and Personnel & Insurance Committee

Resolved by the Board of Supervisors of Sauk County, Wisconsin:

BACKGROUND: The Sauk County Health Department has received funding to expand its efforts in substance misuse. The award of this funding is extraordinary and was unanticipated prior to the finalization of the 2022 budget. The grant deliverables are not able to be filled by current staff, and therefore an additional health educator is needed. This position will promote community safety and health with a focus on substance use prevention and harm reduction. This position will enhance human dignity for Sauk County residents most impacted by the adverse effects of substance misuse. Hiring a Health Educator is the most fiscally responsible manner of completing grant required deliverables and is 100% grant funded for the next three years.

THEREFORE, BE IT RESOLVED, that one full-time Health Educator position be created effective immediately; and,

BE IT FURTHER RESOLVED, that the 2022 budget be amended to appropriate \$92,636 of grant funds for wages, benefits and related equipment.

Approved for authorization to the County Board by Supervisors, this 21ST day of December, 2021

Consent Agenda Item: ☐ YES ☒ NO

Fiscal Impact: ☐ None ☐ Budgeted Expenditure ☒ Not Budgeted

Vote Required: Majority = _____ 2/3 Majority = ☒ 3/4 Majority = _____

The County Board has the legal authority to adopt: Yes ☒ No _____ as reviewed by the Corporation Counsel, [Signature], Date: 12/14/2021.

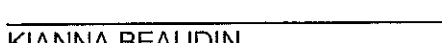
Offered and passage moved by:

BOARD OF HEALTH

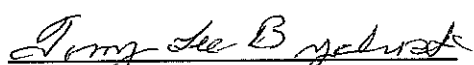

PATRICIA REGO, Chair



THOMAS DÖRNER


KEN CARLSON


KIANNA BEAUDIN


PERSONNEL & INSURANCE COMMITTEE


TOMMY LEE BYCHINSKI, CHAIR


MARK DETTER


SHANE GIBSON


CARL GRUBER


TERRY SPENCER


MELANIE BURKHALTER

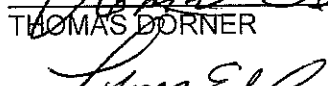

ROSS CURRY


REBECCA KLITZKE

FINANCE COMMITTEE


MARTY KRUEGER, CHAIR


THOMAS DÖRNER


LYNNEBERL


MIKE FLINT


TIMOTHY MCCUMBER

Fiscal Note: Total cost \$92,638. Salary \$60,739; Benefits \$29,399, Computer \$2,500.

Funded by the following grants:

Alliance for Wisconsin Youth Incentive Grant-\$2,500

Health Resources & Services Administration-Rural Communities Opioid Response Program-\$72,109

Overdose Death Review-\$10,817

Drug-Free Communities-\$2,705

Overdose Data to Action-\$4,507

MIS Note: Computer \$2,500, funded by Alliance for Wisconsin Youth Incentive Grant

GENERAL CODE OF SAUK COUNTY, WISCONSIN
ORDINANCE AMENDMENT # 12-2021

Ordinance Amendment to correct Section 1.01 to show 2020 census data and ward size.

Ordinance Amendment offered by the Executive and Legislative Committee

BACKGROUND:

At the November 16th, 2021 Special County Board meeting the Sauk County Board of Supervisors approved the final redistricting plan based on the 2020 census data. The ordinance amendment that was approved did not update the introductory line for that ordinance section to include the 2020 census data and the new County Supervisor district target. This amendment does not affect the Supervisor districts that were approved at the November 16th, 2021 meeting.

NOW, THEREFORE, THE SAUK COUNTY BOARD OF SUPERVISORS DOES
ORDAIN AS FOLLOWS:

Section 1. Any existing ordinances, codes, resolutions, or portions thereof in conflict with this ordinance shall be and hereby are repealed as far as any conflict exists.

Section 2. This ordinance shall take effect the day after passage and publication as required by law.

Section 3. If any claims, provisions or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

Section 4. Section 1.001 of the General Code of Sauk County, Wisconsin, is amended as follows [additions noted by underline, deletions noted by strikethrough]:

Sec. 1.001. - Supervisory districts.

Plan for 31 single-member County supervisory districts. Sauk County ~~2010~~ 2020 census population — ~~61,976~~ 65,770. Sauk County supervisory district target — ~~1,999~~ 2121.

Approved for presentation to the County Board by the Executive and Legislative Committee this 7th day of December, 2021.

Consent Agenda Item: ☐ YES ☐ NO


Fiscal Impact: ☒ None ☐ Budgeted Expenditure ☐ Not Budgeted

Vote Required: Majority = X 2/3 Majority = _____ 3/4 Majority = _____

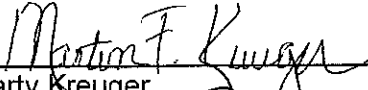
The County Board has the legal authority to adopt: Yes X No _____ as reviewed by the Corporation Counsel, [Signature], Date: 12/14/21.

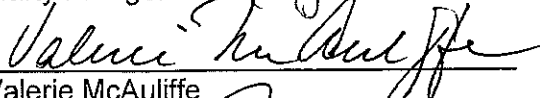
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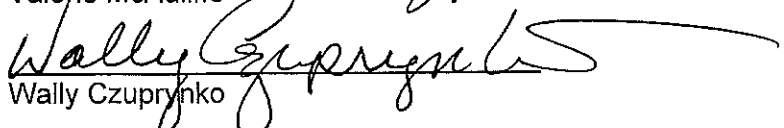
Offered and passage moved by:


Timothy McCumber, Chairman


Brandon Lohr


Marty Kreuger


Valerie McAuliffe


Wally Czuprynski

Fiscal Note: *NONE*

MIS Note: *NONE*

RESOLUTION # 97-2021

Resolution Authorizing Sauk 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

Resolution offered by the Executive & Legislative Committee

Resolved by the Board of Supervisors of Sauk County, Wisconsin:

WHEREAS, in Resolution No. 93-2017 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;

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 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;

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;

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;

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

61
62 **WHEREAS**, 2021 Wisconsin Act 57 created Section 165.12 of the Wisconsin Statutes
63 relating to the settlement of all or part of the Litigation;

64
65 **WHEREAS**, pursuant to Wis. Stat. § 165.12(2), the Legislature's Joint Committee on
66 Finance is required to approve the Settlement Agreements and the AG MOU;

67
68 **WHEREAS**, pursuant to Wis. Stat. § 165.12(2), the proceeds from any settlement of all or
69 part of the Litigation are distributed 70% to local governments in Wisconsin that are parties to
70 the Litigation and 30% to the State;

71
72 **WHEREAS**, Wis. Stat. § 165.12(4)(b)2. provides the proceeds from the Settlement
73 Agreement must be deposited in a segregated account (the "Opioid Abatement Account") and
74 may be expended only for approved uses for opioid abatement as provided in the Settlement
75 Agreements;

76
77 **WHEREAS**, Wis. Stat. § 165.12(7) bars claims from any Wisconsin local government
78 against the Opioid Defendants filed after June 1, 2021;

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

85
86 **WHEREAS**, the Legislature's Joint Committee on Finance is not statutorily authorized or
87 required to approve the allocation of proceeds of the Settlement Agreements among Wisconsin
88 Participating Subdivisions;

89
90 **WHEREAS**, the Law Firms have engaged in extensive discussions with counsel for all other
91 Wisconsin Participating Subdivisions resulting in the proposed Allocation MOU, which is an
92 agreement between all of the entities identified in the Allocation MOU as to how the proceeds
93 payable to those entities under the Settlement Agreements will be allocated;

94
95 **WHEREAS**, there is provided with this Resolution a summary of the essential terms of the
96 Settlement Agreements, the deadlines related to the effective dates of the Settlement
97 Agreements, the ramifications associated with the County's refusal to enter into the Settlement
98 Agreements, the form of the Allocation MOU, the form of the AG MOU, and an overview of the
99 process for finalizing the Settlement Agreements;

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

104
105 **WHEREAS**, the County's Opioid Abatement Account shall be separate from the County's
106 general fund, shall not be commingled with any other County funds, and shall be dedicated to
107 funding opioid abatement measures as provided in the Settlement Agreements;

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

114
115 **WHEREAS**, the Law Firms anticipate making application to the national fee fund established
116 in the Settlement Agreements seeking payment, in whole or part, of the fees, costs, and
117 disbursements owed the Law Firms pursuant to the engagement agreement with the County;

118
119 **WHEREAS**, it is anticipated the amount of any award from the fee fund established in the
120 Settlement Agreements will be insufficient to satisfy the County's obligations under the
121 engagement agreement with the Law Firms;

122
123 **WHEREAS**, the County, by this Resolution, and pursuant to the authority granted the
124 County in the applicable Order emanating from the Litigation in relation to the Settlement
125 Agreements and payment of attorney fees, shall execute an Escrow Agreement, which shall
126 among other things direct the escrow agent responsible for the receipt and distribution of the
127 proceeds from the Settlement Agreements to establish an account for the purpose of
128 segregating funds to pay the fees, costs, and disbursements of the Law Firms owed by the
129 County (the "Attorney Fees Account") in order to fund a state-level "backstop" for payment of the
130 fees, costs, and disbursements of the Law Firms;

131
132 **WHEREAS**, in no event shall payments to the Law Firms out of the Attorney Fees Account
133 and the fee fund established in the Settlement Agreements exceed an amount equal to 25% of
134 the amounts allocated to the County in the Allocation MOU;

135
136 **WHEREAS**, the intent of this Resolution is to authorize the County to enter into the
137 Settlement Agreements, the Allocation MOU, and the AG MOU, establish the County's Opioid
138 Abatement Account, and establish the Attorney Fees Account; and

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

143
144 **NOW, THEREFORE, BE IT RESOLVED:** the County Board of Supervisors hereby
145 approves;

- 146
147 1. The execution of the Distributors Settlement Agreement and any and all documents
148 ancillary thereto and authorizes the County Administrator to execute same.
149
150 2. The execution of the Janssen Settlement Agreement and any and all documents
151 ancillary thereto and authorizes the County Administrator to execute same.

- 152
153 3. The final negotiation and execution of the Allocation MOU in form substantially similar to
154 that presented with this Resolution and any and all documents ancillary thereto and
155 authorizes the County Administrator to execute same upon finalization provided the
156 percentage share identified as allocated to the County is substantially similar to that
157 identified in the Allocation MOU provided to the Board with this Resolution.
158
159 4. The final negotiation and execution of the AG MOU in form substantially similar to that
160 presented with this Resolution and any and all documents ancillary thereto and
161 authorizes the County Administrator to execute same.
162
163 5. The corporation counsel's negotiation and execution of the Escrow Agreement for the
164 receipt and disbursement of the proceeds of the Settlement Agreements as referenced
165 in the Allocation MOU.
166

167 **BE IT FURTHER RESOLVED:** the County hereby establishes an account separate and
168 distinct from the County's general fund which shall be titled "Opioid Abatement Account." All
169 proceeds from the Settlement Agreements not otherwise directed to the Attorney Fees Account
170 established under the Escrow Agreement shall be deposited in the Opioid Abatement Account.
171 The Opioid Abatement Account shall be administered consistent with the terms of this
172 Resolution, Wis. Stat. § 165.12(4), and the Settlement Agreements.
173

174 **BE IT FURTHER RESOLVED:** the County hereby authorizes the escrow agent under the
175 Escrow Agreement to establish an account separate and distinct from any account containing
176 funds allocated or allocable to the County which shall be referred to by the County as the
177 "Attorney Fees Account." The escrow agent shall deposit a sum equal to up to, but in no event
178 exceeding, an amount equal to 20% of the County's proceeds from the Settlement Agreements
179 into the Attorney Fees Account. If the payments to the County are not enough to fully fund the
180 Attorney Fees Account as provided herein because such payments are made over time, the
181 Attorney Fees Account shall be funded by placing up to, but in no event exceeding, an amount
182 equal to 20% of the proceeds from the Settlement Agreements attributable to Local
183 Governments (as that term is defined in the Allocation MOU) into the Attorney Fees Account for
184 each payment. Funds in the Attorney Fees Account shall be utilized to pay the fees, costs, and
185 disbursements owed to the Law Firms pursuant to the engagement agreement between the
186 County and the Law Firms provided, however, the Law Firms shall receive no more than that to
187 which they are entitled under their fee contract when considering the amounts paid the Law
188 Firms from the fee fund established in the Settlement Agreements and allocable to the County.
189 The Law Firms may make application for payment from the Attorney Fees Account at any time
190 and the County shall cooperate with the Law Firms in executing any documents necessary for
191 the escrow agent to make payments out of the Attorney Fees Account.
192

193 **BE IT FURTHER RESOLVED** that all actions heretofore taken by the Board of Supervisors
194 and other appropriate public officers and agents of the County with respect to the matters
195 contemplated under this Resolution are hereby ratified, confirmed and approved.
196

197 Approved for presentation to the County Board by the Executive & Legislative Committee,
198 this 7th day of December, 2021
199

200 Consent Agenda Item: [] YES [X] NO
201

202 Fiscal Impact: [] None [] Budgeted Expenditure [] Not Budgeted

Vote Required: Majority = X 2/3 Majority = 3/4 Majority =

The County Board has the legal authority to adopt: Yes X No as reviewed
by the Corporation Counsel, Boyd, Date:
12/14/2021.

Offered and passage moved by:

[Signature]
Supervisor
[Signature]
Supervisor
[Signature]
Supervisor
[Signature]
Supervisor
[Signature]
Supervisor

Fiscal Note:

MIS Note:

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: _____

Burnett County
Printed: _____

Date: _____

Calumet County
Printed: _____

Date: _____

Chippewa County
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Waushara County

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Winnebago County

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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

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

WISCONSIN STATE-LOCAL GOVERNMENT MEMORANDUM OF UNDERSTANDING

WHEREAS, the State of Wisconsin ("State"), its communities, and their people have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, 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, and the State of Wisconsin, through its Attorney General, are separately engaged in investigations, litigation, and settlement discussions seeking to hold the Defendants in the Litigation accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

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

WHEREAS, the settlement discussions with 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 tentative agreements as to settlement terms ("Settlement Agreements") pending agreement from the State of Wisconsin, the Local Governments and other parties involved in the Litigation;

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

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

WHEREAS, the State and the Local Governments intend this Memorandum of Understanding ("MOU") to effectuate the terms of the Settlement Agreements in a manner consistent with Wis. Stat. § 165.12(2).

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

A. Settlement Proceeds

1. As used in this MOU, the term "Opioid Settlement Proceeds" shall mean all funds allocated by a Settlement Agreement to the State or Local Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. "Opioid Settlement Proceeds" do not include the "additional restitution," reimbursement of the United States Government, or separate funds identified in the Settlement Agreements as payment of the Parties' litigation fees, expenses, and/or costs.
2. The Settlement Administrator shall directly distribute the Opioid Settlement Proceeds to the State and to Local Governments in such proportions and for such uses as set forth in this MOU.
3. Opioid Settlement Proceeds shall be allocated as follows: (i) 30% to the State of Wisconsin ("State Share"); and (ii) 70% to Local Governments ("LG Share"). Opioid Settlement Proceeds shall not be considered funds of the State or any Local Government unless and until such time as each annual distribution is made.
4. 100% of the "Additional Restitution Amount" identified in both Settlement Agreements shall be paid to the State and deposited with the Department of Health Services.
5. Except for Opioid Settlement Funds expended in payment of attorney fees as provided in Wis. Stat. § 165.12(6), all Opioid Settlement Proceeds, regardless of allocation, and the entire "Additional Restitution Amount," shall, consistent with Wis. Stat. § 165.12(3) and (4), be utilized only for purposes identified as approved uses for abatement in the Settlement Agreements.
6. If any portion of the LG Share is used for the payment of owed attorney fees as authorized under Wis. Stat. § 165.12(6), the Local Governments shall report to the Attorney General and the Joint Committee on Finance the amount of the payment(s) and provide the contract(s) under which the attorney fees are purportedly owed.

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

7. The LG Share shall be paid to each Local Government by the Settlement Administrator based on the allocation created and agreed to by the Local Governments which assigns

each Local Government a percentage share of the LG Share, less any applicable attorney fees as authorized under Wis. Stat. § 165.12(6) and referenced above.

8. Nothing in this MOU is intended to alter or change any Local Government's right to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the receipt and expenditure of Opioid Settlement Proceeds. Notwithstanding the foregoing, only Local Governments who are Participating Subdivisions under the Settlement Agreements, and who agree to the terms of this MOU may directly receive Opioid Settlement Proceeds.
9. Notwithstanding any limitations or characterization of funds herein to the contrary, any payments for attorney's fees and expenses may be applied only to the LG Share or any Local Government share of the LG Share. The State shall have no responsibility for payment of attorneys' fees or litigation expenses.
10. The parties understand that the United States may claim a portion of the Opioid Settlement Proceeds for Medicaid reimbursement. The parties agree that, to the extent a claim for Medicaid reimbursement is made, the parties shall bear the liability for the reimbursement on a pro rata basis based upon the particular claims made by the United States related to the Medicaid reimbursement. The parties agree to meet, confer, and cooperate in good faith concerning the allocation of any such liability.
11. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.

[Signatures on Following Page]

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

ON BEHALF OF THE STATE OF WISCONSIN:

Attorney General Josh Kaul

Date: _____

ON BEHALF OF THE LOCAL GOVERNMENTS:

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EXHIBIT A
Litigating Local Governments

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

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

Pepin County
Pierce County
Portage County
Price County
Racine County
Village of Mount Pleasant
Village of Sturtevant
Village of Union Grove
Town of Yorkville
Richland County
Rock County
Rusk County
Sauk County
Sawyer County
Shawano County
Sheboygan County
St Croix County
Taylor County
Trempealeau County
Vernon County
Vilas County
Walworth County
Washburn County
Washington County
Waukesha County
Waupaca County
Waushara County
Winnebago County
Wood County

RESOLUTION # 98-2021

Resolution petitioning The Secretary of Transportation for Airport Improvement Aid

Resolution offered by the Executive & Legislative Committee

Resolved by the Board of Supervisors of Sauk County, Wisconsin:

BACKGROUND: Sauk County passed resolution #62-2021 petitioning the Secretary of Transportation for Airport Improvement Aid for the new drainage system at the Tri-County Airport. For the County to receive the Airport Improvement Aid that was requested the following resolution needs to be passed.

WHEREAS, the Sauk County, Wisconsin hereinafter referred to as the sponsor, being a municipal body corporate of the State of Wisconsin, is authorized by Wis. Stat. §114.11, to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport, and, and

WHEREAS, the sponsor desires to develop or improve the Tri-County Regional Airport, Sauk County, Wisconsin, and "PETITION FOR AIRPORT PROJECT"; and

WHEREAS airport users have been consulted in formulation of the improvements included in this resolution; and

WHEREAS a public hearing was held prior to the adoption of this petition in accordance with Wis. Stat. §114.33(2) as amended, and a transcript of the hearing is transmitted with this petition.

NOW THEREFORE BE IT RESOLVED by the sponsor that a petition for federal and (or) state aid in the following form is hereby approved: The petitioner, desiring to sponsor an airport development project with federal and state aid or state aid only, in accordance with the applicable state and federal laws, respectfully represents and states:

1. That the airport, which it is desired to develop, should generally conform to the requirements for a local general aviation type airport as defined by the Federal Aviation Administration.
2. The character, extent, and kind of improvements desired under the project are as follows: drainage improvements from Tri-County Airport to Bear Creek; airport drainage improvements; conduct airport master plan and update airport layout plan; crack fill and seal coat airport pavements; rehabilitate/reconstruct taxiways; clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55, and any necessary related work.
3. That the airport project, which your petitioner desires to sponsor, is necessary for the following reasons: to meet the existing and future needs of the airport.

WHEREAS, it is recognized that the improvements petitioned for as listed will be funded individually or collectively as funds are available, with specific project costs to be approved as work is authorized, the proportionate cost of the airport development projects described above which are to be paid by the sponsor to the Secretary of the Wisconsin Department of Transportation (hereinafter referred to as the Secretary) to be held in trust for the purposes of the project; any unneeded and unspent balance after the project is completed is to be returned

to the sponsor by the Secretary; the sponsor will make available any additional monies that may be found necessary, upon request of the Secretary, to complete the project as described above; the Secretary shall have the right to suspend or discontinue the project at any time additional monies are found to be necessary by the Secretary, and the sponsor does not provide the same; in the event the sponsor unilaterally terminates the project, all reasonable federal and state expenditures related to the project shall be paid by the sponsor; and

WHEREAS, the sponsor is required by Wis. Stat. §114.32(5) to designate the Secretary as its agent to accept, receive, receipt for and disburse any funds granted by the United States under the Federal Airport and Airway Improvement Act, and is authorized by law to designate the Secretary as its agent for other purposes.

"DESIGNATION OF SECRETARY OF TRANSPORTATION AS SPONSOR'S AGENT"

NOW THEREFORE, BE IT RESOLVED, by the sponsor that the Secretary is hereby designated as its agent and is requested to agree to act as such, in matters relating to the airport development project described above, and is hereby authorized as its agent to make all arrangements for the development and final acceptance of the completed project whether by contract, agreement, force account or otherwise; and particularly, to accept, receive, receipt for and disburse federal monies or other monies, either public or private, for the acquisition, construction, improvement, maintenance and operation of the airport; and, to acquire property or interests in property by purchase, gift, lease, or eminent domain under Wis. Stat. §32.02; and, to supervise the work of any engineer, appraiser, negotiator, contractor or other person employed by the Secretary; and, to execute any assurances or other documents required or requested by any agency of the federal government and to comply with all federal and state laws, rules, and regulations relating to airport development projects. **FURTHER**, the sponsor requests that the Secretary provide, per Wis. Stat. §114.33(8)(a), that the sponsor may acquire certain parts of the required land or interests in land that the Secretary shall find necessary to complete the aforesaid project.

"AIRPORT OWNER ASSURANCES"

AND BE IT FURTHER RESOLVED that the sponsor agrees to maintain and operate the airport in accordance with certain conditions established in Wis. Admin. Code Trans §55, or in accordance with sponsor assurances enumerated in a federal grant agreement; and

AND BE IT FURTHER RESOLVED THAT the Tri-County Airport Commission Chairman and Secretary be authorized to sign and execute the agency agreement and federal block grant owner assurances authorized by this resolution; and

AND BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

Approved for presentation to the County Board by the Executive & Legislative Committee,
this 7th day of December 2021

Consent Agenda Item: ☐ YES ☐ NO

Fiscal Impact: ☐ None ☐ Budgeted Expenditure ☐ Not Budgeted

Vote Required: Majority = X 2/3 Majority = 3/4 Majority =

The County Board has the legal authority to adopt: Yes X No _____ as reviewed
by the Corporation Counsel, _____, Date:

Offered and passage moved by:

Supervisor

Supervisor

Supervisor

Supervisor

Supervisor

Fiscal Note: This petition states the Tri-County Airport's intent to access Federal and State funds for the projects listed. Including the listed items in this petition expedites award of the funds over the next several years. The exact timing and cost are not currently known. Project funding is 90% Federal, 5% State of Wisconsin Bureau of Aeronautics, and 5% from the Tri-County Airport. The Tri-County Airport's contribution is split between Sauk and Richland Counties. The Airport receives annual entitlement of \$150,000 of Federal and State funds annually, so the annual Airport contribution would be \$8,333.34. The amount allocated to Sauk and Richland Counties is still under consideration.

KPB

MIS Note: No MIS impact.

RESOLUTION # 99 - 2021

Resolution Authorizing a Contractual Agreement with Baker Tilly US, LLP for Professional Auditing Services

Resolution offered by the Finance Committee

Resolved by the Board of Supervisors of Sauk County, Wisconsin:

BACKGROUND: The present contract for professional auditing services has expired with the completion of the 2020 audit. A Request for Proposal was issued to elicit bids from qualified auditing firms for preparation of the annual audit of Sauk County for the fiscal years ending December 31, 2021, 2022 and 2023. A review panel consisting of a member of the Finance Committee, the County Administrator, the Finance Director, the Accounting Manager and the Human Services Business & Administrative Services Manager reviewed all proposals received based on the technical qualifications and experience of the firm and its staff (weighted at 60% of the maximum points), cost (25%), and method of performance (15%).

THEREFORE, BE IT RESOLVED, that the proposal of Baker Tilly US, LLP for auditing services of the fiscal years ending December 31, 2021, 2022 and 2023, in a total amount of \$185,800 be and hereby is accepted by Sauk County.

BE IT FURTHER RESOLVED, that the County Administrator is authorized to approve possible additional annual fees up to \$2,500 per year for implementation of Governmental Accounting Standards Board Statement 87, Leases.

BE IT FURTHER RESOLVED, that the County Administrator is authorized to approve an extension for the year ending December 31, 2024 and another extension for the year ending December 31, 2025 so long as the services provided are found satisfactory.

Approved for presentation to the County Board by the Finance Committee, this 8th day of December, 2021

Consent Agenda Item: ☒ YES ☐ NO

Fiscal Impact: ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted

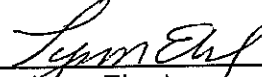
Vote Required: Majority = X 2/3 Majority = _____ 3/4 Majority = _____

The County Board has the legal authority to adopt: Yes BTD No _____ as reviewed by the Corporation Counsel, [Signature], Date: _____

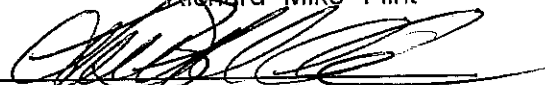
Offered and passage moved by:


Martin F. Krueger, Chair


Thomas Dorner


Lynn Eberl


Richard "Mike" Flint


Timothy McCumber

Fiscal Note: Funding of \$65,000 is included in the 2021 budget. Funding for these audits will be included in subsequent budget requests in the Accounting Department budget. Where costs can be recovered from outside funding agencies, the costs will be allocated in the indirect cost allocation plan.

KPB

MIS Note: No impact.

Proposal Evaluation - Compensation Financial Audit of Fiscal Years 2021 – 2023				
Firm	2021 Cost	2022 Cost	2023 Cost	3-Year Total
Baker Tilly US, LLP May add \$1,500-\$2,500 annually if material leases related to Governmental Accounting Standards Board Statement 87, Leases	\$59,800	\$61,900	\$64,100	\$185,800
CliftonLarsonAllen LLP	\$59,860	\$61,417	\$63,485	\$184,762
KerberRose SC	\$52,790	\$54,400	\$56,050	\$163,240
Lauterbach & Amen LLP Proposal did not include single audit of federal and state programs. Also did not specify costs for 2022 or 2023	\$49,810			

ORDINANCE NO. 13 - 2021

AN ORDINANCE APPROVING A MAP AMENDMENT (REZONING) OF LANDS IN
THE TOWN OF DELLONA FROM AN AGRICULTURE TO A COMMERCIAL
DISTRICT FILED UPON VERN MITTLESTEADT, APPLICANT, MARY MEISTER
PROPERTY OWNER

Background: Peter and Mary Meister, with Vern Mittlesteadt acting as an agent, own property in the SE ¼, NW ¼, Section 21, T13N, R5E Town of Dellona, and have requested a map amendment (rezoning) of property legally described pursuant to petition 25-2021 from Agriculture to Commercial zoning. The intent of the map amendment (rezoning) being to allow for an auto body, vehicle repair and maintenance business. This use would require subsequent approval of a conditional use permit.

Pursuant to Wis. Stat. §59.69(5) Sauk County has the authority to develop, adopt, and amend a zoning ordinance. At a public hearing held by the Land Resources and Environment (LRE) Committee on November, 30, 2021; the LRE Committee made findings pursuant to Sauk County Code of Ordinance §7.150(9) and recommended approval of the map amendment (rezoning).

Pursuant to Wis. Stat. §66.1001 Wisconsin Statutes, any program or action of a local governmental unit that affects land use shall be consistent with the comprehensive plan. The Sauk County Comprehensive Plan, adopted by the Sauk County Board of Supervisors in 2009, defines managing and focusing "on efficient land use patterns that promote redevelopment of under-utilized lands. It sets limits on outward growth, incorporates permanent land preservation techniques, and achieves livable communities." Upon evaluation of the request, the Land Resources and Environment Committee found that the rezone request to enable an auto body, vehicle repair and maintenance business meets this provision of Sauk County's Comprehensive Plan.

Fiscal Impact: ☒ None ☐ Budgeted Expenditure ☐ Not Budgeted

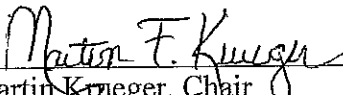
The County Board of Supervisors of the County of Sauk does hereby ordain as follows:

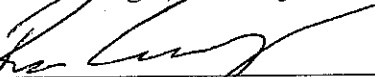
NOW, THEREFORE, BE IT ORDAINED, by the Sauk County Board of Supervisors met in regular session, that the map amendment (rezoning) of the aforementioned lands, more specifically described in petition 25-2021, as filed with the Sauk County Clerk, under the Sauk County Zoning Ordinance, Chapter 7 SCCO, be approved and the zoning designation be changed from Agriculture to Commercial.

For consideration by the Sauk County Board of Supervisors on December 21, 2021


Respectfully submitted,

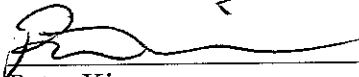
LAND RESOURCES AND ENVIRONMENT COMMITTEE


Martin Krueger, Chair

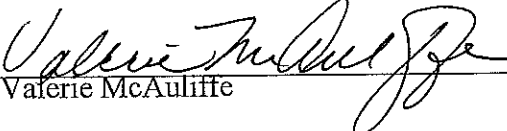

Ross Curry


Rob Nelson


Dennis Polivka
Fiscal Note: No Impact
MIS Note: No Impact


Peter Kinsman


Brandon Lohr


Valerie McAuliffe

RESOLUTION NO. 100 - 2021

AUTHORIZING THE DIRECTOR OF LAND RESOURCES AND ENVIRONMENT TO SUBMIT MULTI-DISCHARGE VARIANCE APPLICATION TO THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES

The multi-discharger variance (MDV) for phosphorus provides an option for permitted facilities to comply with low level phosphorus limits through the Wisconsin Pollutant Discharge Elimination System (WPDES). In exchange, facilities commit to step reductions of phosphorus within their effluent and provide funding to address nonpoint sources of phosphorus from farm fields or other natural areas through the implementation of projects designed to improve water quality. Sauk County Land Resources and Environment Department and various WPDES permit holders are pursuing an approach to address reductions of phosphorus in the Baraboo River Watershed through MDV watershed projects. Sauk County is able to provide assistance in the implementation of such projects. There is potential for other communities to become part of the MDV program, which may result in additional funding and partnerships for and within Sauk County. Actual funding amounts are not made available until January 1 of any given year.

Fiscal Impact: ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted

WHEREAS, Pursuant to s. 283.16, Wis. Stats, the MDV application must be submitted by Sauk County annually to determine eligibility to receive multi-discharger variance (MDV) funds; and

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that Sauk County continues to support the installation of conservation practices that prevent phosphorus pollution caused by soil erosion and agricultural runoff to protect groundwater surface water resources; and,

BE IT FURTHER RESOLVED that the Director of Land Resources and Environment is hereby authorized to submit the MDV application and any amendment thereafter.

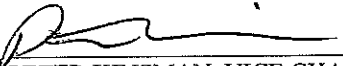
For consideration by the Sauk County Board of Supervisors on December 21, 2021.

Respectfully submitted,

SAUK COUNTY LAND RESOURCES AND ENVIRONMENT COMMITTEE



MARTY KRUEGER, CHAIR


ROSS CURRY, SECRETARY

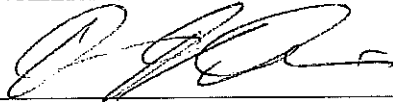

PETER KINSMAN, VICE CHAIR


RANDY PUTTKAMER

BRANDON LOHR


ROBERT NELSON


VALERIE MCAULIFFE


DENNIS POLIVKA

Fiscal Note: The 2022 Land Resources and Environment Department budget shows potential grant amounts of \$22,951. Final funding amounts depend upon participation of other Counties in the watershed and will not be available until after January 1, 2022.

MIS Note: No impact.

RESOLUTION #. 101

Resolution to Approve the Liability, Property, and Workers Compensation Coverage, Insurance, Carrier, and Premiums for Sauk County

Resolution offered by the Personnel and Insurance Committee

Resolved by the Board of Supervisors of Sauk County, Wisconsin:

BACKGROUND: The Personnel and Insurance Committee determined Wisconsin County Mutual Insurance Company (WCMIC) provides the most complete coverage for all lines of insurance for 2022, including liability, property, and workers compensation. Therefore, the Personnel and Insurance Committee recommends Wisconsin County Mutual Insurance Corporation (WCMIC) as the most cost-effective proposal for liability, property, and self-insured workers compensation coverage for 2022 as outlined below. *

*WCMIC provides a significant discount of \$38,312 for consolidating the liability, property, and workers compensation coverages for 2022.

THEREFORE, BE IT RESOLVED, the Personnel and Insurance Committee has reviewed the 2022 premiums for general liability, nursing home liability/professional liability and excess liability (umbrella) coverage for Sauk County from the Wisconsin County Mutual Insurance Corporation (WCMIC) and recommends the following as being in the best interest of Sauk County:

<u>COVERAGE / DEDUCTIBLE / LIMITS</u>	<u>PREMIUM</u>
Public Entity General and Auto Liability	
<u>General and Automobile Liability</u>	\$ 351,672
\$10,000 deductible	
\$75,000 aggregate	
<u>Uninsured Motorists</u>	\$ included
\$10,000 occurrence	
\$25,000 person	
\$50,000 occurrence	
Cyber Enhancement	\$ included
Special Exposures (Airport and Nursing Home)	\$ included
Position Schedule Bond	\$ 2,510
Crime	\$ 7,920
Health Care Center (Nursing Home) Liability Endorsement	
<u>Personal Injury Coverage</u>	
Health Care Center Liability Endorsement	\$ 23,825
\$1,000,000/ Occurrence	
Professional Liability	
\$3,000,000/ Aggregate	
<u>TOTAL WCMIC LIABILITY PREMIUM (Subject to Escrow Adjustment) \$385,927</u>	

BE IT FURTHER RESOLVED, the Personnel and Insurance Committee has reviewed the renewal for the 2022 premiums for property insurance for Sauk County and recommends the following coverage for Sauk County from Wisconsin County Mutual Insurance

Corporation (WCMIC) and recommends the following as being in the best interest of the County:

COVERAGE	DEDUCTIBLE	PREMIUM
Buildings, Contents, Property in Open	\$25,000	\$ 83,266
Contractors Equipment	\$5,000	\$ included
Equipment Breakdown	\$1,000	\$ 4,248
Special Use Animal	\$1,000	\$ included
Automobile Physical Damage		
Comp/Collision	\$1,000/\$5,000	\$ 58,970
TOTAL PREMIUM TO WCMIC FOR PROPERTY		\$146,484

BE IT FURTHER RESOLVED, the Personnel and Insurance Committee has reviewed the renewal for the 2022 premium for Workers Compensation coverage for Sauk County and recommends that the following self-insurance proposal by Wisconsin County Mutual Insurance Corporation (WCMIC) as being in the best interest of Sauk County

COVERAGE	LIMITS	PREMIUM
Accident	\$ 100,000	\$ included
Disease Exposure	\$ 100,000	\$ included
Maximum Employer Liability	\$ 600,000	
TOTAL PREMIUM TO WCMIC FOR SELF-INSURANCE		\$142,143

BE IT FURTHER RESOLVED, by the Sauk County Board of Supervisors met in regular session, that the above insurance coverage, carrier, and premiums be, and hereby are, adopted for the policy period of January 1, 2022, through December 31, 2022.

Approved for presentation to the County Board by the Personnel and Insurance Committee, this 13th day of December, 2021

Consent Agenda Item: [] YES [] NO

Fiscal Impact: [] None [] Budgeted Expenditure [] Not Budgeted

Vote Required: Majority = X 2/3 Majority = _____ 3/4 Majority = _____


The County Board has the legal authority to adopt: Yes BAD No _____ as reviewed by the Corporation Counsel, [Signature], Date: 12/14/2021.


Offered and passage moved by:

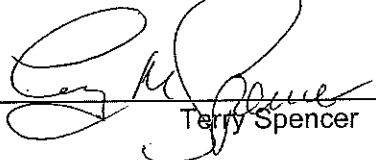
[Signature]
Tommy Lee Bychinski

[Signature]
Mark "Smooth" Dettner

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Shane Gibson


Carl Gruber


Terry Spencer

Fiscal Note: The above premium costs are included in the 2022 budget. Auto Liability is budgeted as a separate line item in various departments, in accordance with vehicle inventory values. General Liability is charged back to certain departments that can receive additional outside funding with an allocation basis of relative expenditures. Workers Compensation is allocated to departments according to wages budgeted and risk categories. Property and Equipment Insurance is allocated to the departments based on property and equipment assigned to each department. Health Care Center Professional Liability and Personal Injury Extension Endorsement are allocated to the Sauk County Health Care Center.

MIS Note: No information systems impact.