



AGENDA
Committee on Finance & Budget

Monday, July 1, 2024

1:00 p.m.

Courthouse – Room #1301/1302
721 Oxford Ave, Eau Claire, WI

Join by Phone:

Dial in Number: 415.655.0001
Access Code: 2530 059 5528

Join by Meeting Number:

Meeting Number: 2530 059 5528
Meeting Password: uyDrsJMg833

Join from Meeting Link:

<https://eau Claire County.webex.com/eau Claire County/j.php?MTID=m9b572d2b780c65d04a5a8b3599f219b2>

A majority of the county board may be in attendance at this meeting;
however, only members of the committee may take action on an agenda item.

1. Call to Order and Confirmation of Meeting Notice
2. Roll Call
3. Public Comment
4. Review of Meeting Minutes – Discussion/Action
5. Proposed Resolution 24-25/043 “Approving the Eau Claire County Opioid Task Force to Expend Funding a Project Manager” / Discussion – Action
6. Proposed Resolution 24-25/047 “Authorizing Eau Claire County to Enter into the Settlement Agreement with the Kroger Co. and Agree to the Terms of Addendum Two to the MOU Allocating Settlement Proceeds” / Discussion – Action
7. 2025 & 5-Year Capital Plan and Strategy / Discussion – Action
8. Future Meetings and Agenda Items – Discussion
9. Announcements
10. Adjourn

Prepared by: Amy Weiss

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through sign language, interpreters, remote access, or other auxiliary aids. Contact the clerk of the committee or Administration for assistance at (715) 839-5106. For additional information on ADA requests, contact the County ADA Coordinator at (715) 839-7335, (FAX) (715) 839-1669, TTY: use Relay (711) or by writing to the ADA Coordinator, Human Resources, Eau Claire County Courthouse, 721 Oxford Avenue, Eau Claire, WI 54703.



MINUTES
Committee on Finance & Budget

Thursday, June 13, 2024

4:00 p.m.

Courthouse – Room #3312

721 Oxford Ave, Eau Claire, WI

Members Present: Supervisors Jim Dunning, Stella Pagonis, Jim Schumacher, Bob Swanson (4:03 pm), Dane Zook, Nancy Coffey (ex-officio)

Other Supervisors: Connie Russell, Jerry Wilkie (via Webex)

Staff Present In-Person: Jason Szymanski, Finance Director; Amy Weiss, Assistant Director of Finance; Sharon McIlquham, Corporation Counsel; Glenda Lyons, Treasurer

Staff Present Online: Linda O'Mara; Sue McDonald; Samantha Kraegenbrink, Executive Office Administrator; Jake Brunette, Assistant Corporation Counsel; Chelsey Mayer, DHS Accountant; Stacy Stabenow, Payroll Specialist

Chair Pagonis called the Committee on Finance & Budget to order at 4:00 pm and confirmed compliance with open meetings law.

The committee clerk took roll call. Members present are indicated above.

No members of the public were present or wished to speak.

Review of Meeting Minutes

Motion: Zook moved approval as presented

Vote: 5-0 via voice vote

Proposed Resolution 24-25/044 “Granting the Use of Additional Contingency Funds to Repair the Altoona Dam”

Motion: Dunning moved approval as presented

Vote: 5-0 via roll call vote

In Rem Properties

Jake Brunette and Glenda Lyons presented information on the next batch of properties eligible for the in rem process.

Motion: Zook moved approval to accept report, and to allow Treasurer to move forward in process and return with resolution

Vote: 5-0 via voice vote

Debt and General Fund Unassigned Fund Balance: Review and Strategy, 2024 and Beyond

Sean Lentz presented a framework of the county's current fund balance and debt strategy and offered considerations for updated policies and strategies. Rating agencies tend to view policy management and updates more favorably than ignoring the policy and operating outside of it each year.

Proposed Dog License Fee Increase

Sue McDonald presented information on a proposed increase in the county dog license fees. This is needed to cover the contracted rates for the Human Association. This received support from the committee, and will be added to the October general fee increase resolution for all county departments.

Glenda Lyons, Sue McDonald, and Jason Szymanski reviewed the quarter 1 financial results for their respective departments.



MINUTES
Committee on Finance & Budget

Thursday, June 13, 2024

4:00 p.m.

Courthouse – Room #3312
721 Oxford Ave, Eau Claire, WI

The committee reviewed the memorandums on county processes, issued by Corporation Counsel.

2025 Budget Update

Jason Szymanski provided a brief update on 2025 budget preparation.

Future Meetings: July 11; 2025 capital review

Agenda Items: in rem properties resolution, debt policy review, 2023 unassigned fund balance detail by category, 2025 budget calendar (include public input sessions)

Announcements

The committee adjourned at 7:00 pm.

Amy Weiss
Committee Clerk

FACT SHEET for
File No. 24-25/043

Funding Proposal: Project Management Role for Opioid Task Force

Beginning in 2022, the Opioid Task Force was established by the Eau Claire County Board of Supervisors to recommend uses of settlement funds for community assessment and opioid abatement. While the funding requires specific uses, there remains a need to develop a short-term and long-term spending structure for the county. The task force has identified a need for project management to coordinate task force work done to date and use it to develop a framework and plan for disbursement of funds moving forward. To date, \$137,470 of opioid settlement funds received in Eau Claire County have been allocated by the county board upon the recommendation of the Opioid Task Force. There remains \$1,184,591 unallocated dollars in the county opioid settlement fund and anticipation of further funding from future settlements. The Opioid Task Force project management role is proposed over a 6-month period to:

- Review existing documentation (e.g., financial, Eau Claire County white paper, program overview document, state guidance documents, settlement document, taskforce minutes)
- Create summary documents based on review to guide Opioid Task Force discussions about next steps for opioid settlement funding
- Draft framework for Opioid Task Force to use to identify projects and prioritize funding
- Facilitate process with Opioid Task Force to determine sustainable framework and next steps
- Work with Opioid Task Force to create an annual plan and process for funding based on framework
- Work with Opioid Task Force chairperson and team to set agendas and schedule meetings, provide documentation and information for review for meetings, support chairperson with meeting and follow up, provide other staff support to Opioid Task Force as needed.

The task force is requesting funding for 8 hours/week for project management to be conducted by the Public Health Specialist at the Eau Claire City-County Health Department, in the amount of \$8,833.

Fiscal Impact: \$8,833 from the Opioid Settlement funds.

Respectfully submitted,

Peggy O'Halloran
Community Health Promotion Division Manager



memo

To: Committee on Administration and Committee on Finance & Budget

From: Samantha Kraegenbrink – Executive Office Administrator

Date: June 18, 2024

Re: Report on File 24-25/043 from the Opioid Settlement Task Force

On June 18, 2024, the Eau Claire County Opioid Settlement Task Force voted unanimously to recommend utilizing Opioid Settlement funds to fund a Project Management Role for the Task Force. Resolution 24-25/043 will be presented to the Committee on Administration for consideration along with the Committee on Finance & Budget for consideration.

4 - APPROVING THE EAU CLAIRE COUNTY OPIOID TASK FORCE TO EXPEND
5 FUNDING A PROJECT MANAGEMENT POSITION -

6 WHEREAS on September 20, 2022, the Eau Claire County Board of Supervisors
7 authorized the creation of the Opioid Task Force, and,

8
9 WHEREAS the task force is tasked with recommending uses of the settlement funds for
10 community assessment and opioid abatement purposes; and,

11
12 WHEREAS the Opioid Task Force has identified a need for project management in order
13 to develop the recommended framework and plan for disbursement of funds; and,

14
15 WHEREAS the Opioid Task Force is recommending to the Eau Claire County Board of
16 Supervisors to approve \$8,833 opioid settlement funds for health department staff to serve as the
17 project manager for the task force for 6 months to:

- 18 • Review existing documentation (e.g., financial, ECC white paper, program overview
- 19 document, state guidance documents, settlement document, taskforce minutes)
- 20 • Create summary documents based on review to guide Opioid Task Force discussions
- 21 about next steps for opioid settlement funding
- 22 • Draft framework for Opioid Task Force to use to identify projects and prioritize funding
- 23 • Facilitate process with Opioid Task Force to determine sustainable framework and next
- 24 steps
- 25 • Work with Opioid Task Force to create an annual plan and process for funding based on
- 26 framework
- 27 • Work with Opioid Task Force chairperson and team to set agendas and schedule
- 28 meetings, provide documentation and information for review for meetings, support
- 29 chairperson with meeting and follow up, provide other staff support to Opioid Task Force
- 30 as needed.

31 NOW THEREFORE BE IT RESOLVED; that the Eau Claire County Board of Supervisors
32 hereby approves funding from the Opioid Settlement fund in the amount of \$8,833 (8
33 hours/week for 6 months of Public Health Specialist position)

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35 ADOPTED:
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1 **Committee on Administration**

2 AYE NAY ABSTAIN

3 _____
4 Supervisor Nancy Coffey

5

6 _____
7 Supervisor Connie Russell

8

9 _____
10 Supervisor Gerald Wilkie

11

12 _____
13 Supervisor Steve Chilson

14

15 _____
16 Supervisor Katherine Schneider

17

18 Dated this _____ day of _____, 2024

19 **Committee on Finance & Budget**

20 AYE NAY ABSTAIN

21 _____
22 Supervisor Dane Zook

23

24 _____
25 Supervisor Stella Pagonis

26

27 _____
28 Supervisor Jim Schumacher

29

30 _____
31 Supervisor Bob Swanson

32

33 _____
34 Supervisor Jim Dunning

Dated this _____ day of _____, 2024

Resolution 24-25/043

SK

FACT SHEET

TO FILE NO. 24-25/047

This resolution would allow Eau Claire County to participate in the approximately \$1.2 billion Kroger Settlement Agreement related to Kroger's contributions to the opioid crisis. This resolution specifically approves the County's participation in the settlement, authorizes the execution of the forms necessary to participate, and agrees to a supplement to a previously agreed upon memorandum of understanding. The memorandum of understanding is between Wisconsin local governments and allows the Kroger settlement proceeds to be allocated in the same manner as previous opioid settlement agreements.

Fiscal Impact: The fiscal impact of this resolution will depend on the number of entities that elect to participate. The funds received will be restricted to opioid remediation

Respectfully submitted,

Jason Szymanski

Finance Director

4 - AUTHORIZING EAU CLAIRE COUNTY TO ENTER INTO THE SETTLEMENT
5 AGREEMENT WITH THE KROGER CO. AND AGREE TO THE TERMS OF ADDENUM
6 TWO TO THE MOU ALLOCATING SETTLEMENT PROCEEDS -

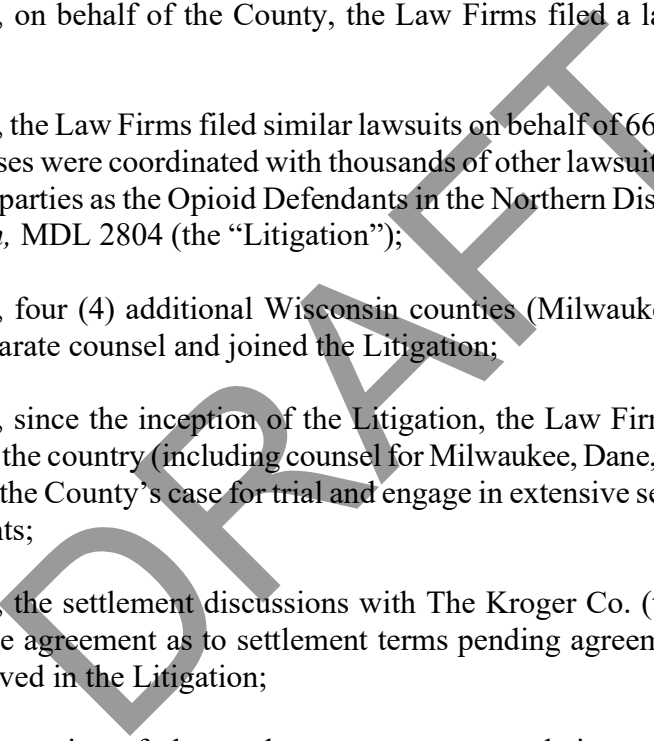
7 **WHEREAS**, the County Board of Supervisors previously authorized the County to enter into
8 an engagement agreement with von Briesen & Roper, s.c., Crueger Dickinson LLC and Simmons
9 Hanly Conroy LLC (the “Law Firms”) to pursue litigation against certain manufacturers,
10 distributors, and retailers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

13
14 **WHEREAS**, on behalf of the County, the Law Firms filed a lawsuit against the Opioid
15 Defendants;

16
17 **WHEREAS**, the Law Firms filed similar lawsuits on behalf of 66 other Wisconsin counties
18 and all Wisconsin cases were coordinated with thousands of other lawsuits filed against the same or
19 substantially similar parties as the Opioid Defendants in the Northern District of Ohio, captioned *In*
20 *re: Opioid Litigation*, MDL 2804 (the “Litigation”);

21
22 **WHEREAS**, four (4) additional Wisconsin counties (Milwaukee, Dane, Waukesha, and
23 Walworth) hired separate counsel and joined the Litigation;

24
25 **WHEREAS**, since the inception of the Litigation, the Law Firms have coordinated with
26 counsel from around the country (including counsel for Milwaukee, Dane, Waukesha, and Walworth
27 Counties) to prepare the County’s case for trial and engage in extensive settlement discussions with
28 the Opioid Defendants;

29
30 **WHEREAS**, the settlement discussions with The Kroger Co. (the “Settling Defendant”) 
31 resulted in a tentative agreement as to settlement terms pending agreement from the County and
32 other plaintiffs involved in the Litigation;

33
34 **WHEREAS**, copies of the settlement agreement relating to the Settling Defendant
35 (“Settlement Agreement”) representing the terms of the tentative settlement agreement with the
36 Settling Defendant has been made available at [https://nationalopioidsettlement.com/wp-](https://nationalopioidsettlement.com/wp-content/uploads/2024/05/Kroger-Multistate-Settlement-Agreement-Circulated-to-States-March-25-2024.pdf)
37 [content/uploads/2024/05/Kroger-Multistate-Settlement-Agreement-Circulated-to-States-March-25-](https://nationalopioidsettlement.com/wp-content/uploads/2024/05/Kroger-Multistate-Settlement-Agreement-Circulated-to-States-March-25-2024.pdf)
38 [2024.pdf](https://nationalopioidsettlement.com/wp-content/uploads/2024/05/Kroger-Multistate-Settlement-Agreement-Circulated-to-States-March-25-2024.pdf);

39
40 **WHEREAS**, the Settlement Agreement provides, among other things, for the payment of
41 certain sums to Participating Subdivisions (as defined in the Settlement Agreement) upon the
42 occurrence of certain events detailed in the Settlement Agreement;

43
44 **WHEREAS**, the County is a Participating Subdivision in the Settlement Agreement and has
45 the opportunity to participate in the benefits associated with the Settlement Agreement provided the
46 County (a) approves the Settlement Agreement; (b) approves the Addendum Two to the

1 Memorandum of Understanding allocating proceeds from the Settlement Agreement (“MOU”)
2 among the various Wisconsin Participating Subdivisions, a copy of which is attached to this
3 Resolution (“Addendum Two”); and (c) the Legislature’s Joint Committee on Finance approves the
4 terms of the Settlement Agreement;

5
6 **WHEREAS**, pursuant to Section 12 of the State-Local MOU entered into between the
7 Wisconsin Participating Subdivisions and the Attorney General of the State of Wisconsin (“State-
8 Local MOU”), the Attorney General has provided notice that the terms of the State-Local MOU shall
9 apply to the Settlement Agreement and all proceeds of such Settlement Agreement;

10
11 **WHEREAS**, 2021 Wisconsin Act 57 created Section 165.12 of the Wisconsin Statutes
12 relating to the settlement of all or part of the Litigation;

13
14 **WHEREAS**, pursuant to Wis. Stat. § 165.12(2), the Legislature’s Joint Committee on
15 Finance is required to approve the Settlement Agreement;

16
17 **WHEREAS**, pursuant to Wis. Stat. § 165.12(2), the proceeds from any settlement of all or
18 part of the Litigation are distributed 70% to local governments in Wisconsin that are parties to the
19 Litigation and 30% to the State;

20
21 **WHEREAS**, Wis. Stat. § 165.12(4)(b)2. provides the proceeds from the Settlement
22 Agreement must be deposited in a segregated account (the “Opioid Abatement Account”) and may
23 be expended only for approved uses for opioid abatement as provided in the Settlement Agreement;

24
25 **WHEREAS**, Wis. Stat. § 165.12(7) bars claims from any Wisconsin local government
26 against the Opioid Defendants filed after June 1, 2021;

27
28 **WHEREAS**, the definition of Participating Subdivisions in the Settlement Agreement
29 recognizes a statutory bar on claims such as that set forth in Wis. Stat. § 165.12(7) and, as a result,
30 the only Participating Subdivisions in Wisconsin are those counties and municipalities that were
31 parties to the Litigation (or otherwise actively litigating a claim against one, some, or all of the
32 Opioid Defendants) as of June 1, 2021;

33
34 **WHEREAS**, the Legislature’s Joint Committee on Finance is not statutorily authorized or
35 required to approve the allocation of proceeds of the Settlement Agreement among Wisconsin
36 Participating Subdivisions;

37
38 **WHEREAS**, the Wisconsin Participating Subdivisions previously negotiated and approved
39 the allocation of proceeds among themselves, which allocation is reflected in Exhibit A to the MOU,
40 which is an agreement between all of the entities identified in the Allocation MOU as to how the
41 proceeds payable to those entities under the Settlement Agreements will be allocated;

42
43 **WHEREAS**, the County and all other Wisconsin Participating Subdivisions agreed to and
44 entered into that certain Addendum to the MOU (“Addendum One”) that provided for allocation of
45 settlement proceeds from previous settlements with certain pharmacies and manufacturers according
46 to the same percentages as that provided in the MOU;

1
2 **WHEREAS**, the County has been informed as to the deadlines related to the effective dates
3 of the Settlement Agreement, the ramifications associated with the County’s refusal to enter into the
4 Settlement Agreement, the form of Addendum Two and an overview of the process for finalizing the
5 Settlement Agreements and such information, together with additional resources related to the
6 settlement can be found at <https://nationalopioidsettlement.com/kroger-co-settlement/>;
7

8 **WHEREAS**, the County, by this Resolution, shall deposit the proceeds of the Settlement
9 Agreement consistent with the terms of this Resolution and Wis. Stat. § 165.12(4)(b);
10

11 **WHEREAS**, pursuant to the County’s engagement agreement with the Law Firms, the
12 County shall pay up to an amount equal to 25% of the proceeds from successful resolution of all or
13 part of the Litigation, whether through settlement or otherwise, plus the Law Firms’ costs and
14 disbursements, to the Law Firms as compensation for the Law Firms’ efforts in the Litigation and
15 any settlement;
16

17 **WHEREAS**, the Law Firms anticipate making application to the national fee fund
18 established in the Settlement Agreement seeking payment, in whole or part, of the fees, costs, and
19 disbursements owed the Law Firms pursuant to the engagement agreement with the County;
20

21 **WHEREAS**, it is anticipated the amount of any award from the fee fund established in the
22 Settlement Agreements will be insufficient to satisfy the County’s obligations under the engagement
23 agreement with the Law Firms;
24

25 **WHEREAS**, the County, by this Resolution, and pursuant to the authority granted the
26 County in the applicable Order emanating from the Litigation in relation to the Settlement
27 Agreement and payment of attorney fees, shall authorize and direct the escrow agent responsible for
28 the receipt and distribution of the proceeds from the Settlement Agreement to establish an account
29 for the purpose of segregating funds to pay the fees, costs, and disbursements of the Law Firms owed
30 by the County (the “Attorney Fees Account”) in order to fund a local “backstop” for payment of the
31 fees, costs, and disbursements of the Law Firms;
32

33 **WHEREAS**, in no event shall payments to the Law Firms out of the Attorney Fees Account
34 and the fee fund established in the Settlement Agreement exceed an amount equal to 25% of the
35 amounts allocated to the County by virtue of the Addendum Two (Exhibit A to the MOU);
36

37 **WHEREAS**, the intent of this Resolution is to authorize the County to enter into the
38 Settlement Agreement, the Addendum Two, establish the County’s Opioid Abatement Account, and
39 establish the Attorney Fees Account; and
40

41 **WHEREAS**, the County, by this Resolution, shall authorize the County’s corporation
42 counsel to finalize and execute any other document or agreement necessary to effectuate the
43 Settlement Agreement and the other agreements referenced herein;
44

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

- 1
2 1. The execution of the Settlement Agreement and any and all documents ancillary
3 thereto and authorizes the Board Chair or designee to execute same.
4
- 5 2. The final negotiation and execution of Addendum Two in form substantially similar
6 to that presented with this Resolution and any and all documents ancillary thereto
7 and authorizes the Board Chair or designee to execute same upon finalization
8 provided the percentage share identified as allocated to the County is substantially
9 similar to that identified in the Addendum Two provided to the Board with this
10 Resolution.
11
- 12 3. The execution by the Board Chair or designee of any additional documents or
13 agreements for the receipt and disbursement of the proceeds of the Settlement
14 Agreement.
15

16 **BE IT FURTHER RESOLVED:** all proceeds from the Settlement Agreement not
17 otherwise directed to the Attorney Fees Account shall be deposited in the County's Opioid
18 Abatement Account. The Opioid Abatement Account shall be administered consistent with the
19 terms of this Resolution, Wis. Stat. § 165.12(4), and the Settlement Agreement.
20

21 **BE IT FURTHER RESOLVED:** the County hereby authorizes the establishment of an
22 account separate and distinct from any account containing funds allocated or allocable to the County
23 which shall be referred to by the County as the "Attorney Fees Account." An escrow agent shall
24 deposit a sum equal to up to, but in no event exceeding, an amount equal to 20% of the County's
25 proceeds from the Settlement Agreement into the Attorney Fees Account. If the payments to the
26 County are not enough to fully fund the Attorney Fees Account as provided herein because such
27 payments are made over time, the Attorney Fees Account shall be funded by placing up to, but in no
28 event exceeding, an amount equal to 20% of the proceeds from the Settlement Agreement
29 attributable to Local Governments (as that term is defined in the MOU) into the Attorney Fees
30 Account for each payment. Funds in the Attorney Fees Account shall be utilized to pay the fees,
31 costs, and disbursements owed to the Law Firms pursuant to the engagement agreement between the
32 County and the Law Firms provided, however, the Law Firms shall receive no more than that to
33 which they are entitled under their fee contract when considering the amounts paid the Law Firms
34 from the fee fund established in the Settlement Agreement and allocable to the County. The Law
35 Firms may make application for payment from the Attorney Fees Account at any time and the
36 County shall cooperate with the Law Firms in executing any documents necessary for the escrow
37 agent to make payments out of the Attorney Fees Account.
38

39 **BE IT FURTHER RESOLVED** that all actions heretofore taken by the Board of Supervisors
40 and other appropriate public officers and agents of the County with respect to the matters
41 contemplated under this Resolution are hereby ratified, confirmed and approved.
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1 ADOPTED:
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6 **Committee on Finance & Budget**

	AYE	NAY	ABSTAIN
7 _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8 Supervisor Dane Zook	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9 _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10 Supervisor Stella Pagonis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11 _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12 Supervisor Jim Schumacher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13 _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14 Supervisor Bob Swanson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15 _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16 Supervisor Jim Dunning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

17
18
19 Dated this _____ day of _____, 2024
20
21

DRAFT

**ADDENDUM TWO TO WISCONSIN LOCAL GOVERNMENT
MEMORANDUM OF UNDERSTANDING**

WHEREAS, the undersigned local governments (“Local Governments”) entered into that certain Memorandum of Understanding relating to, among other things, the allocation of the proceeds of the settlements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (“Original MOU”); and

WHEREAS, the undersigned Local Governments entered into that certain Addendum to the MOU relating to, among other things, the allocation of the proceeds of the settlements with Walgreens, Walmart, CVS, Teva, and Allergan (“Addendum 1” and, together with the Original MOU, the “MOU”); and

WHEREAS, the settlement discussions with The Kroger Co. has resulted in a tentative agreement as to settlement terms (“Kroger Settlement Agreement”) pending agreement from the State of Wisconsin, the Local Governments and other parties involved in the Litigation; and

WHEREAS, the Local Governments intend this Addendum Two to the MOU (“Addendum Two”) to effectuate the terms of the Kroger Settlement Agreement and allocate the proceeds of the Kroger Settlement Agreement to each of the Local Governments in the same manner and same percentages as set forth in the MOU and Exhibit A to the Original MOU, a copy of which is appended to this Addendum Two with the elimination of the dollar amounts attributable to the settlements referenced in the Original MOU.

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

1. The Local Governments ratify, confirm and agree to in all respects the MOU. By this Addendum Two, the Local Governments agree that any and all proceeds of the Kroger Settlement Agreement shall be distributed, allocated and otherwise disposed of in the same manner and same percentages as set forth in the MOU and Exhibit A to the Original MOU. Terms not defined in this Addendum Two shall be given the definition ascribed to such terms in the MOU and the Kroger Settlement Agreement.
2. Nothing in this Addendum Two is intended to alter or change any Local Government’s right to pursue its own claim. Rather, the intent of this Addendum Two is to provide a mechanism for the receipt and expenditure of Opioid Funds, as that term is defined in the MOU.
3. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.

[Signatures on Following Page]

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

ON BEHALF OF THE LOCAL GOVERNMENTS:

_____ Date: _____
Adams County
Printed: _____

_____ Date: _____
Ashland County
Printed: _____

_____ Date: _____
Barron County
Printed: _____

_____ Date: _____
Bayfield County
Printed: _____

_____ Date: _____
Brown County
Printed: _____

_____ Date: _____
Buffalo County
Printed: _____

_____ Date: _____
Burnett County

Printed: _____

Date: _____

Calumet County

Printed: _____

Date: _____

Chippewa County

Printed: _____

Date: _____

Clark County

Printed: _____

Date: _____

Columbia County

Printed: _____

Date: _____

Crawford County

Printed: _____

Date: _____

Dane County

Printed: _____

Date: _____

Dodge County

Printed: _____

Date: _____

Door County

Printed: _____

Douglas County
Printed: _____

Date: _____

Superior, City of
Printed: _____

Date: _____

Dunn County
Printed: _____

Date: _____

Eau Claire County
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Florence County
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Date: _____

Fond Du Lac County
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Date: _____

Forest County
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Grant County
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Date: _____

Green County
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Green Lake County
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Date: _____

Iowa County
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Iron County
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Date: _____

Jackson County
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Date: _____

Jefferson County
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Date: _____

Juneau County
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Date: _____

Kenosha County
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Date: _____

Kenosha, City of
Printed: _____

Date: _____

Pleasant Prairie, City of
Printed: _____

Date: _____

Kewaunee County
Printed: _____

Date: _____

La Crosse County
Printed: _____

Date: _____

Lafayette County
Printed: _____

Date: _____

Langlade County
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Date: _____

Lincoln County
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Date: _____

Manitowoc County
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Marathon County
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Marinette County
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Date: _____

Marinette, City of
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Marquette County
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Date: _____

Menominee County
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Milwaukee County
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Cudahy, City of
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Franklin, City of
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Greenfield, City of
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Milwaukee, City of
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Oak Creek, City of
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Date: _____

South Milwaukee, City of
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Date: _____

Wauwatosa, City of
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Date: _____

West Allis, City of
Printed: _____

Date: _____

Monroe County
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Oconto County
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Date: _____

Oneida County
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Date: _____

Outagamie County
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Date: _____

Ozaukee County
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Pepin County
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Date: _____

Pierce County
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Portage County
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Date: _____

Price County
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Date: _____

Racine County
Printed: _____

Date: _____

Mount Pleasant, City of
Printed: _____

Date: _____

Sturtevant, City of
Printed: _____

Date: _____

Union Grove, City of
Printed: _____

Date: _____

Yorkville Town
Printed: _____

Date: _____

Richland County
Printed: _____

Date: _____

Rock County
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Rusk County
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Sauk County
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Sawyer County
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Shawano County
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Sheboygan County
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St. Croix County
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Taylor County
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Trempealeau County
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Vernon County
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Vilas County
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Walworth County
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Washburn County
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Washington County
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Waukesha County
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Waupaca County
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Waushara County
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Winnebago County
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Wood 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 monetary value associated with the percentages below will be calculated consistent with the Settlement Agreements.**

Local Government Type	Wisconsin Litigating Local Government	Allocation Percentage
County	Adams County	0.327%
County	Ashland County	0.225%
County	Barron County	0.478%
County	Bayfield County	0.124%
County	Brown County	2.900%
County	Buffalo County	0.126%
County	Burnett County	0.224%
County	Calumet County	0.386%
County	Chippewa County	0.696%
County	Clark County	0.261%
County	Columbia County	1.076%
County	Crawford County	0.195%
County	Dane County	8.248%
County	Dodge County	1.302%
County	Door County	0.282%
County	Douglas County	0.554%
City	Superior	0.089%
County	Dunn County	0.442%
County	Eau Claire County	1.177%
County	Florence County	0.053%
County	Fond Du Lac County	1.196%
County	Forest County	0.127%
County	Grant County	0.498%
County	Green County	0.466%
County	Green Lake County	0.280%
County	Iowa County	0.279%

County	Iron County	0.061%
County	Jackson County	0.236%
County	Jefferson County	1.051%
County	Juneau County	0.438%
County	Kenosha County	3.712%
City	Kenosha	0.484%
City	Pleasant Prairie	0.059%
County	Kewaunee County	0.156%
County	La Crosse County	1.649%
County	Lafayette County	0.134%
County	Langlade County	0.312%
County	Lincoln County	0.350%
County	Manitowoc County	1.403%
County	Marathon County	1.259%
County	Marinette County	0.503%
City	Marinette	0.032%
County	Marquette County	0.246%
County	Menominee County	0.080%
County	Milwaukee County	25.220%
City	Cudahy	0.087%
City	Franklin	0.155%
City	Greenfield	0.163%
City	Milwaukee	7.815%
City	Oak Creek	0.166%
City	South Milwaukee	0.096%
City	Wauwatosa	0.309%
City	West Allis	0.378%
County	Monroe County	0.655%
County	Oconto County	0.336%
County	Oneida County	0.526%
County	Outagamie County	1.836%
County	Ozaukee County	1.036%
County	Pepin County	0.055%
County	Pierce County	0.387%
County	Portage County	0.729%
County	Price County	0.149%
County	Racine County	3.208%
City	Mount Pleasant	0.117%
City	Sturtevant	0.018%

City	Union Grove	0.007%
City	Yorkville Town	0.002%
County	Richland County	0.218%
County	Rock County	2.947%
County	Rusk County	0.159%
County	Sauk County	1.226%
County	Sawyer County	0.258%
County	Shawano County	0.418%
County	Sheboygan County	1.410%
County	St Croix County	0.829%
County	Taylor County	0.159%
County	Trempealeau County	0.320%
County	Vernon County	0.322%
County	Vilas County	0.468%
County	Walworth County	1.573%
County	Washburn County	0.185%
County	Washington County	1.991%
County	Waukesha County	6.035%
County	Waupaca County	0.606%
County	Waushara County	0.231%
County	Winnebago County	2.176%
County	Wood County	0.842%