

December 7, 2021 9:00 a.m.

The Jones County Board of Supervisors met in regular session. Present Chairman Oswald, Supervisors Swisher, Schlarmann, Rohwedder, and Zirkelbach.

Moved by Zirkelbach seconded by Rohwedder to approve the minutes of the regular November 30, 2021 meeting. All aye. Motion carried.

Moved by Swisher seconded by Rohwedder to approve claims #2112-0001 through #2112-0101. All aye. Motion carried.

The County Attorney met with the Board to discuss the national opioid litigation settlement documents.

Supervisor Zirkelbach introduced the following resolution and moved its adoption, seconded by Supervisor Swisher. On roll call vote: Schlarmann aye, Swisher aye, Rohwedder aye, Zirkelbach aye, Oswald aye, whereupon the Chairman declared the resolution passed and adopted.

RESOLUTION

Authorizing Jones County to Enter into 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 Iowa Opioid Allocation Memorandum of Understanding and Authorize Entry Into that Memorandum of Understanding

WHEREAS, in 2018, the County Board of Supervisors authorized Jones County (the “County”) to enter into an engagement agreement with Crueger Dickinson LLC, Simmons Hanly Conroy LLC and von Briesen & Roper, s.c. (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 impact on of the Opioid Epidemic on the County and resources necessary to combat the opioid epidemic;

WHEREAS, on behalf of the County, the Law Firms filed a lawsuit against the Opioid Defendants in 2018 and have been litigating against the Opioid Defendants since that time;

WHEREAS, negotiations to settle claims against several of the Opioid Defendants, specifically McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (the “Settling Defendants”) have been ongoing for several years;

WHEREAS, negotiations with the Settling Defendants have resulted in proposed nationwide settlements of state and local government claims involved in the Litigation;

WHEREAS, copies of the proposed terms of those proposed nationwide settlements have been set forth in the Distributors Master Settlement Agreement and the J&J Master Settlement Agreement (collectively “Settlement Agreements”);

WHEREAS, copies of the Settlement Agreements as well as summary of the main terms of the Settlement Agreements, the deadlines for submitting the Participation Agreements to the Settlement Agreements and the MDL Court’s Order setting deadlines for any Plaintiff who declines to enter into the Settlement Agreements have been provided to the County prior to the execution of this Resolution;

WHEREAS, the Settlement Agreements provide, among other things, for the payment of a certain sum to settling government entities in Iowa including to the State of Iowa and

Participating Subdivisions, as that term is defined in the Settlement Agreements, upon occurrence of certain events as defined in the Settlement Agreements (“Iowa Opioid Funds”); **WHEREAS**, the Law Firms have engaged in extensive discussions with the State Attorney General’s Office (“AGO”) as to how the Iowa Opioid Funds will be allocated, which has resulted in the proposed Iowa Opioid Allocation Memorandum of Understanding (“Allocation MOU”), which is an agreement between all of the entities who are signatories to the Allocation MOU; **WHEREAS**, a copy of the Allocation MOU and the Exhibits to that MOU has been provided with this Resolution;

WHEREAS, the Allocation MOU divides Iowa Opioid Funds as follows: (i) 50% to the State (“the Iowa Abatement Share”) and (ii) 50% to Participating Local Governments (“LG Share”), less fees and costs allocated to the Iowa Backstop Fund as set forth in Section D of the Allocation MOU and in this Resolution (“LG Abatement Share”).

WHEREAS, the LG Abatement Share shall be distributed in direct payments to the Counties that are Participating Local Governments according to the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804) in the amounts set forth on Exhibit 2 to the Allocation MOU (“Direct Distribution Percentage”). The Direct Distribution Percentage will be multiplied by the total LG Abatement Share to arrive at the total allocation to the Participating Local Government (the “Direct Distribution Amount”).

WHEREAS, 100% of the Iowa Abatement Share and the LG Abatement Share, regardless of allocation, shall be utilized only for Opioid Related Expenditures incurred after the Effective Date of this MOU. The list of approved Opioid Related Expenditures are set forth in Exhibit 1 to this MOU.

WHEREAS at least 75% of the Iowa Abatement Share and 75% of the LG Abatement Share shall be utilized for only the “Core Strategies” listed in Schedule A of Exhibit 1 to this MOU.

WHEREAS, every Participating Local Government that receives a Direct Distribution Amount shall create a separate fund on its financial books and records that is designated for the receipt and expenditure of the entity’s Direct Distribution Amount, called the “LG Abatement Fund.” Funds in an LG Abatement Fund shall not be commingled with any other money or funds of the Participating Local Government. A Participating Local Government may invest LG Abatement Fund funds consistent with the investment of other funds of a Participating Local Government.

WHEREAS, Funds in a LG Abatement Fund may be expended by a Participating Local Government only for Opioid Related Expenditures. For avoidance of doubt, funds in a LG Abatement Fund may not be expended for costs, disbursements or payments made or incurred prior to the Settlement.

WHEREAS, each LG Abatement Fund shall be subject to audit in a manner consistent with Code of Iowa §§331.402(2)(i) and 11.6. Any such audit shall be a financial and performance audit to ensure that the LG Abatement Fund disbursements are consistent with the terms of this MOU. If any such audit reveals an expenditure inconsistent with the terms of this MOU, the Participating Local Government shall immediately redirect the funds associated with the inconsistent expenditure to an Opioid Related Expenditure.

WHEREAS, County has contracted with the Law Firms for representation in the Litigation and the Law Firms have been representing those entities since 2018 and in consideration for the Law Firms’ representation, the County entered into a contract with the Law Firms for a 25% contingency fee applied to County’s total recovery from any settlement.

WHEREAS, the Settlement Agreements provide for the payment of attorney's fees and legal expenses owed by States and Participating Local Governments to outside counsel retained for Opioid Litigation. To effectuate this, the Court in the MDL Litigation has established a fund to compensate attorneys representing plaintiffs in the Litigation (the "National Attorney Fee Fund").

WHEREAS, the Law Firms intend to make application to the National Attorney Fee Fund. However, because there is still uncertainty regarding what counsel for litigating local governments will recover as compensation for the large volume of work done and the large out of pocket expense of the Litigation, and whereas the Parties to the Allocation MOU desire to fairly compensate outside counsel for the work done on behalf of the Participating Local Governments in Iowa, the Allocation MOU provides that a fund be created from 15 % of the LG Share attributable to the Litigating Local Governments, less any amounts a Litigating Local Government ("Iowa Backstop Fund")

WHEREAS, the Iowa Backstop Fund is meant to compensate outside counsel for participating local governments only for amounts not recovered at the National Fee Fund attributable to their Iowa clients;

WHEREAS, to be eligible for the Iowa Backstop Fund, the Law Firms must first seek payment from the National Attorneys' Fees Fund and may not recover amounts attributable to Counsel's representation of the County received at the National Attorneys' Fees Fund from the Iowa Backstop Fund;

WHEREAS, the County, by this Resolution, agrees to the creation of the Iowa Backstop Fund in the amount of 15% of the LG Share attributable to the Litigating Local Governments in order to fund a state-level "backstop" for payment of the fees, costs, and disbursements of the Law Firms;

WHEREAS, in no event shall the total of the amounts received by the Law Firms at the National Attorney's Fees Fund related to the County and the amount received at the Iowa Backstop Fund exceed the amount the Law Firms would have been entitled to pursuant their fee contract with the County;

WHEREAS, the County, by this Resolution, shall establish an account for the receipt of the LG Abatement Share consistent with the terms of this Resolution ("the LG Abatement Fund");

WHEREAS, the County's LG Abatement Fund shall be separate from the County's general fund, shall not be commingled with any other County funds, and shall be dedicated to funding opioid abatement measures as provided in the Settlement Agreements and the Allocation MOU;

WHEREAS, the County must comply annually with the reporting requirements in the Allocation MOU;

WHEREAS, the if the County elects to become a Participating Subdivision in the Settlement Agreements it will receive the benefits associated with the Settlement Agreement and the Allocation MOU, provided the County (a) approves the Settlement Agreements; (b) executes the Participation Agreements stating the County's intention to be bound by the Settlement Agreements; (3) approves the Allocation MOU; (4) executes the Acknowledgement and Agreement to be Bound to Memorandum of Understanding necessary to execute the Allocation MOU;

WHEREAS, the intent of this Resolution is to authorize the County to enter into the Settlement Agreements by executing the Participation Agreements and to enter into the Allocation MOU by executing the Acknowledgement and Agreement to be Bound to Memorandum of Understanding necessary to execute the Allocation MOU;

NOW, THEREFORE, BE IT RESOLVED: the County Board of Supervisors hereby approves and authorizes Joe Oswald to settle and release the County's claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreements, Allocation MOU and all exhibits thereto, including taking the following measures:

1. The execution of the Participation Agreement to the Distributors Settlement Agreement and any and all documents ancillary thereto.
2. The execution of the Participation Agreement to the Janssen Settlement Agreement and any and all documents ancillary thereto.
3. The execution of the Allocation MOU by executing the Acknowledgement and Agreement to be Bound to Memorandum of Understanding.

BE IT FURTHER RESOLVED: the County hereby establishes an account separate and distinct from the County's general fund which shall be titled "LG Abatement Fund" to receive the LG Abatement Share from the Settlement Agreements.

BE IT FURTHER RESOLVED that all actions heretofore taken by the Board of Supervisors and other appropriate public officers and agents of the County with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved. [2021-160]

The Auditor met with the Board for various administrative matters as outlined in the motions below and gave a brief update on the redistricting and reprecincting process.

Moved by Zirkelbach seconded by Rohwedder to acknowledge receipt of a manure management plan from Triple S Swine, LLC, facility #67659, for a facility located in Section 13 of Washington Township, with the County Auditor to retain the document in a temporary file for public access for one year. All aye. Motion carried.

Supervisor Swisher introduced the following resolution and moved its adoption, seconded by Supervisor Schlarman. On roll call vote: Schlarman aye, Swisher aye, Rohwedder aye, Zirkelbach aye, Oswald aye, whereupon the Chairman declared the resolution passed and adopted.

TAX ABATEMENT RESOLUTION

BE IT RESOLVED that the Jones County Treasurer shall, pursuant to Section 445.63 of the Code of the Iowa (2019), abate property taxes on property acquired by the City of Monticello, in the amount shown below, and any applicable interest and cost, and make appropriate notations on the tax list for the parcels listed below:

MONCO 02 27 129 001 \$23.00 (2020 CT)

Briefly described as:
PARCEL D IN IRREG PLAT
PROPERTY LOCATED NEXT TO DISC GOLF ALONG
EAST FIRST STREET.

Moved by Rohwedder seconded by Swisher to approve, and place on file, the Clerk's Report of Fees Collected for the month ending November 30, 2021. All aye. Motion carried. [2021-161]

Moved by Rohwedder seconded by Zirkelbach to open the public hearing at 9:13 a.m., as required by Iowa Code section 331.434(6), on the matter of proposed reductions to fiscal year 2021 departmental appropriations which are in excess of 10% or \$5,000 (whichever is greater) of the original appropriations for the following departments:

- Budget Holding Department- the original fiscal year appropriation was \$8,973, the total proposed reduction is \$8,973 (to reflect a reduction in salaries as approved by the Board of Supervisors on June 29, 2021)

On roll call vote: Schlarman aye, Swisher aye, Rohwedder aye, Zirkelbach aye, Oswald aye. Motion carried.

There were no objections to, nor comments in favor of, the proposed budget from the public.

Moved by Rohwedder seconded by Zirkelbach to close the public hearing at 9:14 a.m. On roll call vote: Schlarmann aye, Swisher aye, Rohwedder aye, Zirkelbach aye, Oswald aye. Motion carried.

Moved by Schlarmann seconded by Rohwedder to open the public hearing to amend the FY2022 County Budget at 9:15 a.m. On roll call vote: Schlarmann aye, Swisher aye, Rohwedder aye, Zirkelbach aye, Oswald aye. Motion carried.

There were no objections to, nor comments in favor of, the proposed budget from the public. The Auditor and Conservation Director did provide comment on the use of derecho insurance funds.

Moved by Rohwedder seconded by Schlarmann to close the public hearing at 9:18 a.m. On roll call vote: Schlarmann aye, Swisher aye, Rohwedder aye, Zirkelbach aye, Oswald aye. Motion carried.

Supervisor Zirkelbach introduced the following 2021/2022 JONES COUNTY BUDGET AMENDMENT RESOLUTION #1 and moved its adoption, seconded by Supervisor Rohwedder. On roll call vote: Schlarmann aye, Swisher aye, Rohwedder aye, Zirkelbach aye, Oswald aye, whereupon the Chairman declared the resolution passed and adopted.

2021/2022 JONES COUNTY BUDGET AMENDMENT RESOLUTION #1

IT IS HEREBY RESOLVED by the Jones County Board of Supervisors that the 2021/2022 Jones County budget be amended as published November 24, and 26, 2022 in the official County newspapers. Said budget after amendment shows \$20,475,028 of total revenues and other sources (which includes \$17,875,280 revenues and \$2,579,748 of interfund operating transfers in), and \$22,371,746 of total expenditures and other uses (which includes \$19,791,998 expenditures and \$2,579,748 of interfund operating transfers out).

Supervisor Schlarmann introduced the following APPROPRIATION RESOLUTION 2021/2022-01 and moved its adoption, seconded by Supervisor Swisher. On roll call vote: Schlarmann aye, Swisher aye, Rohwedder aye, Zirkelbach aye, Oswald aye, whereupon the Chairman declared the resolution passed and adopted.

APPROPRIATION RESOLUTION 2021/2022-01

BE IT RESOLVED by the Jones County Board of Supervisors that the following changes in departmental spending appropriations for fiscal year 2021/2022 be adopted:

Department	current	change	amended
01 Board of Supervisors	from \$319,047	\$0	to \$319,047
02 Auditor	from \$533,856	\$0	to \$533,856
03 Treasurer	from \$623,789	\$0	to \$623,789
04 County Attorney	from \$366,132	\$0	to \$366,132
05 Sheriff	from \$2,986,286	\$0	to \$2,986,286
06 Court Activities	from \$2,500	\$0	to \$2,500
07 Recorder	from \$211,250	\$0	to \$211,250
08 Juvenile Court	from \$23,200	\$0	to \$23,200
15 JETS	from \$482,747	\$0	to \$482,747
17 Environmental Health	from \$191,317	\$0	to \$191,317
20 Secondary Road	from \$8,700,000	\$0	to \$8,700,000
21 Veterans Affairs	from \$71,247	\$0	to \$71,247
22 Conservation	from \$700,664	\$73,423	to \$774,087
23 Public Health	from \$187,345	\$0	to \$187,345
24 Land Use	from \$47,533	\$0	to \$47,533

25 General Assistance	from	\$50,344	\$0	to	\$50,344
28 Medical Examiner	from	\$47,000	\$0	to	\$47,000
29 Township	from	\$9,320	\$0	to	\$9,320
30 Conservation Capital Grant Act	from	\$285,562	\$0	to	\$285,562
32 Economic Development Commission	from	\$50,000	\$1,635	to	\$51,635
33 Libraries	from	\$118,050	\$0	to	\$118,050
34 Historic Preservation/Tourism	from	\$32,500	\$0	to	\$32,500
35 Conservation Special Purpose	from	\$60,000	\$99,909	to	\$159,909
38 Human Services	from	\$1,150	\$0	to	\$1,150
39 Fairs	from	\$23,661	\$0	to	\$23,661
40 Memorial Hall	from	\$9,000	\$5,000	to	\$14,000
51 General Services	from	\$360,578	\$0	to	\$360,578
52 Data Processing	from	\$307,387	\$0	to	\$307,387
53 G.I.S. Services	from	\$120,098	\$0	to	\$120,098
54 Solid Waste Disposal Co. Share	from	\$45,605	\$0	to	\$45,605
58 Substance Abuse Services	from	\$22,100	\$0	to	\$22,100
60 Mental Health Services	from	\$643,316	\$0	to	\$643,316
62 Mental Health Administration	from	\$256,711	\$0	to	\$256,711
65 DCAT/PPC/ECI	from	\$90,127	\$0	to	\$90,127
67 Senior Dining	from	\$298,184	\$0	to	\$298,184
71 Emergency Management Co Share	from	\$118,402	\$0	to	\$118,402
81 Employee Wellness Committee	from	\$4,500	\$0	to	\$4,500
82 Employee Safety Committee	from	\$10,000	\$0	to	\$10,000
91 COAP Diversion Grant Project	from	\$180,000	\$0	to	\$180,000
93 Wapsipinicon Trail Project	from	\$352,080	\$0	to	\$352,080
94 Environmental Restoration	from	\$10,000	\$0	to	\$10,000
95 Capital Projects	from	\$95,000	\$0	to	\$95,000
96 Budget Holding	from	\$8,973	(\$8,973)	to	\$0
99 Non-Departmental	from	\$564,443	\$0	to	\$564,443
Total Expenditures	from	\$19,621,004	\$170,994	to	\$19,791,998

and, BE IT FURTHER RESOLVED that the Auditor post all 2021/2022 amended expenditures into budgeted expenditure amounts, even if there is no change in net departmental budgeted amounts.

The Sheriff and Deputy Sheriff, Jason Feldman, met with the Board to discuss the position of Sex Abuse Investigator and to discuss the possibility of implementing a pay increase for this position.

Moved by Zirkelbach seconded by Schlarmann to approve a \$2.00 per hour pay increase above the current base pay rate on the Deputy Sheriff scale for the position of sex abuse investigator effective July 1, 2022. All aye. Motion carried.

The Engineer and Assistant to the Engineer met with the Board to discuss a waiver valuation for the Buffalo Road bridge replacement project and to discuss facility upgrades for the Temple Hill Shop.

Moved by Rohwedder seconded by Schlarmann to approve the compensation amount of \$153 per CSR point for ag land right of way needed for project C-927, Buffalo Road bridge replacement project. All aye. Motion carried. [2021-162]

The Board discussed the upgrades to the county shop needed at Temple Hill as well as upgrades needed at the Edinburgh shop.

Moved by Swisher seconded by Rohwedder to accept sealed bids until 9:30 a.m. on January 11, 2022 for a Five Bay Clear Span Steel Building at the Temple Hill Secondary Road Shop location. All aye. Motion carried. [2021-163]

The Board gave brief updates on past and future committee meetings.

Moved by Schlarmann seconded by Swisher to adjourn the meeting at 10:51 a.m. All aye. Motion carried.

Attest: Whitney Hein, Auditor

Joe Oswald, Chairman